CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
DECEMBER 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.

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1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of October 19, 2021, Regular Meeting of November 2, 2021, Regular Meeting of November 16, 2021, Work Session of November 30, 2021, Special Meeting (Executive Session) of October 25, 2022, Special Meeting (Executive Session) of November 1, 2022, Special Meeting (Executive Session) of November 8, 2022, and Special Meeting (Executive Session) of November 15, 2022.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of October 19, 2021, Regular Meeting of November 2, 2021, Regular Meeting of November 16, 2021, Work Session of November 30, 2021, Special Meeting (Executive Session) of October 25, 2022, Special Meeting (Executive Session) of November 1, 2022, Special Meeting (Executive Session) of November 8, 2022, and Special Meeting (Executive Session) of November 15, 2022.

5. PUBLIC PARTICIPATION

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

6. COUNCIL LIAISON REPORTS

7. APPOINTMENTS

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

A. **Consideration of Appointment:** Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring September 2023.

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 Contract:** Contract for Purchase of Materials/Services from Flagstaff Equipment Co., Inc. for one (1) Bobcat Telehandler Forklift for the Flagstaff Airport in the amount of $113,921.38 (plus applicable taxes).

STAFF RECOMMENDED ACTION:

1. Approve Contract for Purchase of Materials/Services from Flagstaff Equipment Co., Inc, for the purchase of one (1) Bobcat Telehandler Forklift for the Flagstaff Airport in the amount of $113,921.38 (plus applicable taxes); and
2. Authorize the City Manager to execute all necessary documents.

B. **Consideration and Approval of Final Plat:** Request from TLC PC Golf, LLC, for Final Plat approval for Club Cabin Condominiums Unit 2 at the Estates at Pine Canyon Unit 1—a three-unit residential condominium subdivision on 10.88 acres at 3000 S. Clubhouse Circle.

STAFF RECOMMENDED ACTION:

Approve the Final Plat and authorize the Mayor to sign the Final Plat and City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

C. **Consideration and Approval of Contract:** Contract for Materials and Services to CTS Civil, LLC for grinding, hauling, and stockpiling green waste in the amount of $198,000.00.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Materials and Services with CTS Civil, LLC, for grinding, hauling, and stockpiling green waste in the amount of $198,000.00; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** First Amendment to the Contract for Professional Services with Lancaster Leadership, LLC for On-Call Organizational Consulting, Facilitation and Training Services for an additional amount of $60,000.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Contract for Professional Services with Lancaster Leadership, LLC for On-Call Organizational Consulting, Facilitation and Training Services for an additional amount of $60,000; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** Contract for Services & Materials with Goble Sampson Assoc., Inc. for a MIOX Mixed Oxidant On-Site Generator in the amount of $60,127.00, plus taxes and fees.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Services & Materials with Goble Sampson Assoc., Inc. for a MIOX Mixed Oxidant On-Site Generator in the amount of $60,127, plus taxes and fees; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Amendment to Cooperative Purchase Contract for Real Estate Appraisal Valuations with Landpro Valuation, LLC for additional work and cost in the amount of $14,000 related to property acquisitions for the Switzer Canyon Water Transmission Main Phase IV Project and a future trail connection.

STAFF RECOMMENDED ACTION:

1. Approve the Amendment to Cooperative Purchase Contract for Real Estate Appraisal Valuations with Landpro Valuation, LLC in the amount of $14,000 in addition to other fees and taxes for property acquisitions necessary for the Appraisal Services for Water Transmission Main Phase IV Projectt; and
2. Authorize the City Manager to execute the necessary documents.

9. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2022-24:** an Ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Milton Road and University Avenue Right-of-Way Project; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-24 by title only for the final time
2) City Clerk reads Ordinance No. 2022-24 by title only (if approved above)
3) Adopt Ordinance No. 2022-24

B. **Consideration and Adoption of Ordinance No. 2022-31:** An Ordinance of the City Council of the City of Flagstaff, abandoning approximately 5,237 square feet of public right-of-way at the northwest corner of Fountaine Street and Hoskins Avenue; providing for delegation of authority, repeal of conflicting ordinance, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-31 by title only for the final time
2) City Clerk reads Ordinance No. 2022-31 by title only (if approved above)
3) Adopt Ordinance No. 2022-31

C. **Consideration and Approval of Contract:** Construction Manager at Risk Construction Services Agreement with Eagle Mountain Construction, Inc. for the Beulah/University Roadway Project.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Manager at Risk Construction Services Agreement with Eagle Mountain Construction for a Guaranteed Maximum Price of $19,010,333.00 and a contract duration of 850 calendar days;
2. Approve an Owner's Contingency of $299,000.00, which is 1.55% of the Guaranteed Maximum Price; and
3. Authorize the City Manager to execute the necessary documents.

10. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2022-56:** A Resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 to change the place type designation within a future suburban activity center (S16) from neighborhood scale to regional scale on Maps 21, 22, and 24; move the center point of a future suburban activity center (S16) north and east on Maps 21, 22, and 24; change the area type designation on Map 21 and 22 from Area in White and existing Rural/Future Suburban to Existing Employment for approximately 28 acres; and realign a future circulation road corridor on Map 25 generally located at 1120 W Purple Sage Trail; providing for severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-56 by title only
2) City Clerk reads Resolution No. 2022-56 by title only (if approved above)
3) Adopt Resolution No. 2022-56

11. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-57:** A Resolution naming the Milligan House at the Discover Flagstaff Convention and Visitors Bureau administration facility the "Debbi L. Grogan Memorial CVB Conference Room."

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-57 by title only
2) City Clerk reads Resolution No. 2022-57 by title only (if approved above)
3) Adopt Resolution No. 2022-57

B. **Consideration and Adoption:** Thorpe Park Annex Concept

STAFF RECOMMENDED ACTION:

Adopt the concept for Thorpe Park Annex as currently designed.

C. **Consideration and Adoption of Ordinance No. 2022-33:** an Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code Title 7, Health and Sanitation, Chapter 7-08, Extension and Reimbursement Agreements for the Construction of Water and Sewer Line, and Title 13, Engineering Design Standards and Specification for New Infrastructure, Chapter 13-09 Water, Sewer, and Other Underground Utilities, by amending the Reimbursement Agreement provisions to allow a longer maximum payback period; repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the December 6, 2022 Council Meeting:
1) Read Ordinance No. 2022-33 by title only for the first time
2) City Clerk reads Ordinance No. 2022-33 by title only (if approved above)

At the December 20, 2022 Council Meeting:
3) Read Ordinance No. 2022-33 by title only for the final time
4) City Clerk reads Ordinance No. 2022-33 by title only (if approved above)
5) Adopt Ordinance No. 2022-33

D. **Consideration and Adoption of Resolution No. 2022-59:** A Resolution of the Flagstaff City Council, adopting the 2022 revisions to the Flagstaff Carbon Neutrality Plan

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-59 by title only
2) City Clerk reads Resolution No. 2022-59 by title only (if approved above)
3) Adopt Resolution No. 2022-59

E. **Consideration and Adoption of Resolution No. 2022-60 and Ordinance No. 2022-34:** A Resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "Vehicle Noise Code Amendments" and an Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 6, Police Regulations, Chapter 8, Noise Control, by adopting by reference that certain document entitled "Vehicle Noise Code Amendments;" providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the December 6, 2022 Council Meeting:
1) Read Resolution No. 2022-60 by title only
2) City Clerk reads Resolution No. 2022-60 by title only (if approved above)
3) Read Ordinance No. 2022-34 by title only for the first time
4) City Clerk reads Ordinance No. 2022-34 by title only (if approved above)

At the December 13, 2022 Council Meeting:
5) Adopt Resolution No. 2022-60
6) Read Ordinance No. 2022-34 by title only for the final time
7) City Clerk reads Ordinance No. 2022-34 by title only (if approved above)
8) Adopt Ordinance No. 2022-34

12. DISCUSSION ITEMS

13. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition titled Timely Public Access to Traffic Study Data

STAFF RECOMMENDED ACTION:

Council direction.

B. **Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition titled Traffic Calming in Boulder Pointe.

STAFF RECOMMENDED ACTION:

Council direction.

14. PUBLIC PARTICIPATION

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

16. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of October 19, 2021, Regular Meeting of November 2, 2021, Regular Meeting of November 16, 2021, Work Session of November 30, 2021, Special Meeting (Executive Session) of October 25, 2022, Special Meeting (Executive Session) of November 1, 2022, Special Meeting (Executive Session) of November 8, 2022, and Special Meeting (Executive Session) of November 15, 2022.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of October 19, 2021, Regular Meeting of November 2, 2021, Regular Meeting of November 16, 2021, Work Session of November 30, 2021, Special Meeting (Executive Session) of October 25, 2022, Special Meeting (Executive Session) of November 1, 2022, Special Meeting (Executive Session) of November 8, 2022, and Special Meeting (Executive Session) of November 15, 2022.

Executive Summary:

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

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

Effective Governance

Previous Council Decision on This:

None

Attachments: 10.19.2021 CCRM
11.02.2021 CCRM

11.16.2021 CCRM
11.30.2021 CCWS
10.25.2022 CCSMES
11.01.2022 CCSMES
11.08.2022 CCSMES
11.15.2022 CCSMES

CITY COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 19, 2021
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held October 19, 2021, to order at 3:04 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY
VICE MAYOR DAGGETT
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET (virtually)

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Vice Mayor Daggett read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. PUBLIC PARTICIPATION

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

Deb Harris addressed Council stating that the Southside Community Association would like to have a conversation with the City, NAU, and their respective police departments about the Greek life activity in the area.

Beautification, Arts, and Sciences Manager Jana Weldon addressed Council to highlight a new art installation at Butler and Beaver.

Lina Wallen addressed Council thanking them for the Indigenous Day proclamation. She advocated for changing the name of Columbus Street to Lori Piestewa Street.

5. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of February 4, 2020, City Council Team Building Retreat of December 16, 2020, City Council Orientation Retreat of December 16, 2020, City Council Budget Retreat of December 17, 2020, Special Work Session of August 17, 2021, Special Meeting (Executive Session) of August 24, 2021, Special Meeting (Executive Session) of September 7, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 21, 2021, Special Meeting (Executive Session) of September 28, 2021, Special Meeting (Executive Session) of October 5, 2021, and Special Meeting (Executive Session) of October 12, 2021.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to approve the minutes of the City Council Regular Meeting of February 4, 2020, City Council Team Building Retreat of December 16, 2020, City Council Orientation Retreat of December 16, 2020, City Council Budget Retreat of December 17, 2020, Special Work Session of August 17, 2021, Special Meeting (Executive Session) of August 24, 2021, Special Meeting (Executive Session) of September 7, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 14, 2021, Special Meeting (Executive Session) of September 21, 2021, Special Meeting (Executive Session) of September 28, 2021, Special Meeting (Executive Session) of October 5, 2021, and Special Meeting (Executive Session) of October 12, 2021.

Vote: 7 - 0 - Unanimously

6. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

Court Administrator Jessica Cortes and Project Manager Christine Cameron spoke briefly about the awards recently given to the Courthouse.

7. COUNCIL LIAISON REPORTS

Councilmember Salas reported that she attended the Rural Transportation Summit where ten different Metropolitan Planning Organizations made a strong case of their respective need for additional state funding for rural transportation projects. She also attended the Parks and Recreation Commission meeting where many members of the public advocated for pickleball courts. They also discussed the public outreach efforts associated with the Thorpe Park Annex property.

Councilmember Sweet reported that she is currently in Florida attending the International Downtown Annual Conference and will provide an update to Council when she returns.

Councilmember McCarthy reported that he attended the State Transportation Board meeting last week and provided comments with regards to the Rural Transportation Advocacy Council's proposal to get funding for the Lone Tree Corridor. He attended the FLP education day last week to speak to the class and also attended the Pedestrian Advisory Committee meeting where they discussed roundabouts.

Mayor Deasy reported that he attended the Commission on Diversity Awareness meeting where they discussed inclusive bathroom signs at city facilities and had a presentation on climate resiliency.

Vice Mayor Daggett reported that she attended the Northern Arizona Municipal Water User Association meeting last week. Water Resources Manager Erin Young gave a great presentation about conservation measures and the history of Flagstaff's water projects. She also reported that the Housing Commission is gathering public comment on the Draft Housing Plan.

Councilmember Shimoni reported that he attended the Active Transportation Master Plan open houses where there was a lot of good conversations. He also attended a tour of the Mesa temple of the Church of Jesus Christ of Latter-Day Saints the prior week and also did a ride-a-long with Fire Station #3.

8. COVID-19 UPDATE

A. COVID-19 Update

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

COVID-19 UPDATE
AGENDA
CCHHS: COVID-19 WEEKLY CASES
CCHHS: HOSPITAL ADMISSIONS
CCHHS: COVID-19 RELATED DEATHS
CCHHS: COMMUNITY TRANSMISSION
CCHHS: COMMUNITY VACCINATION
CCHHS: VARIANTS
NAH: HOSPITAL CENSUS
INDIGENOUS NATIONS UPDATE

NAVAJO NATION
HOPI TRIBE

Councilmember Aslan asked about the possibility of allowing public speakers the ability to remove their masks when offering comments. Mr. Clifton stated that the matter was discussed by staff and some councilmembers offered comments individually and it lacked support to go forward. They felt it was important to be consistent in the rules and expectations of masking while in city facilities.

Councilmembers Aslan and McCarthy expressed a desire to have a discussion about it in the future.

9. APPOINTMENTS

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

A. Consideration of Appointment: Sustainability Commission.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Jim McCarthy to appoint Kristen Konkel with a term expiring October 2024.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Miranda Sweet, **seconded by** Mayor Paul Deasy to appoint Margaret Steiger with a term expiring October 2022.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to appoint April Smith with a term expiring October 2022.

Vote: 7 - 0 - Unanimously

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to appoint Molly McCormick with a term expiring October 2024.

Vote: 7 - 0 - Unanimously

10. LIQUOR LICENSE PUBLIC HEARINGS

A. Consideration and Action on Liquor License Application: Andrea Lewkowitz "High Country Motor Lodge and General Store," 1000 W. Route 66, Series 10 New License (beer and wine store) and Series 11 (Hotel/Motel), New Licenses.

Mayor Deasy opened the public hearing.

Police Sergeant Ryan Turley introduced the application and noted no concerns.

There being no public comment Mayor Deasy closed the public hearing.

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to forward the application to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

11. CONSENT ITEMS

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

Moved by Councilmember Regina Salas, **seconded by** Councilmember Miranda Sweet to approve the Consent Agenda as submitted.

Vote: 7 - 0 - Unanimously

A. **Consideration of Ratifying Grant Agreement:** Ratify the Grant Agreement between the City of Flagstaff (COF) and the U.S. Department of Transportation, Federal Aviation Administration (FAA) for Airport Rescue Grant Program funding for operational and maintenance expenses directly related to the Flagstaff Pulliam Airport.

Ratify the Grant Agreement in the amount of $1,994,063 for airport operational and maintenance costs.

B. **Consideration and Approval of Grant Agreement:** A Grant Agreement between the City of Flagstaff and the Arizona Department of Transportation (ADOT), Multimodal Planning Division, Aeronautics Group for Environmental Documentation.

Approve the Grant Agreement with the AZ Department of Transportation, Aeronautics Group for grant funds in the amount of $675,000 with a City match of $75,000.

12. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2021-18:** An Ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Beulah/University Roadway Project; providing for delegation of authority, severability, and establishing an effective date

Councilmember Shimoni asked if there was any room to make adjustments to the plan. Real Estate Manager Bryce Doty stated that any changes in the design would likely require additional property acquisitions and it would be necessary for staff to come back to Council for approval. It would slow the timeline down.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Becky Daggett to read Ordinance No. 2021-18 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE BEULAH/UNIVERSITY ROADWAY PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Adam Shimoni to adopt Ordinance No. 2021-18.

Vote: 7 - 0 - Unanimously

13. REGULAR AGENDA

A. **Consideration and Possible Adoption of Resolution No. 2021-44:** A resolution authorizing the execution of the First Amendment to the Mill Town Development Agreement between Vintage Partners, LLC and the City of Flagstaff related to the development of approximately 18.11 acres of real property generally located at 1801 South Milton Road.

City Engineer Rick Barrett addressed Council stating that the resolution allows the city to take over design and construction of the project which the developer agrees.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to read Resolution No. 2021-44 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE FIRST AMENDMENT TO THE MILL TOWN DEVELOPMENT AGREEMENT BETWEEN VINTAGE PARTNERS, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 18.11 ACRES OF LAND LOCATED AT 1801 SOUTH MILTON ROAD, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2021-44.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2021-47:** A resolution approving Binding Waivers of Enforcement for seventy parcels of land located in the City of Flagstaff.

Senior City Attorney Christina Rubalcava provided a PowerPoint presentation that covered the following:

PROP 207 CLAIMS – BINDING WAIVERS OF ENFORCEMENT
BACKGROUND
ORDINANCE 2020-28
OVERVIEW OF PROP 207
BINDING WAIVER OF ENFORCEMENT

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING BINDING WAIVERS OF ENFORCEMENT FOR SEVENTY PARCELS OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Adam Shimoni to read Resolution No. 2021-47 by title only.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Becky Daggett to adopt Resolution No. 2021-47.

Vote: 6 - 0 - Unanimously

14. DISCUSSION ITEMS

A. Lone Tree Overpass Project Update

Project Manager Christine Cameron introduced WSP Design Manager Jason Carlaftes. They provided a PowerPoint presentation that covered the following:

LONE TREE OVERPASS PROJECT UPDATE
PRESENTATION OVERVIEW
PROJECT OVERVIEW
PROJECT MAP
LONE TREE – SAWMILL TO BUTLER
LONE TREE – BUTLER TO ROUTE 66
ROUTE 66 – ELDEN TO EAST OF LONE TREE
TRAVEL DEMAND MODEL
AVERAGE DAILY VOLUMES

Vice Mayor Daggett asked if there is an economic impact with fewer vehicles passing by. Mr. Carlaftes indicated that an economic impact report is currently in review and will be presented to the Council in the future.

INTERSECTION VOLUMES
INTERSECTION SELECTION
OPTIONS TO ENHANCE MULTI-MODAL USE OF INTERSECTION
PAVEMENT MARKINGS
ISLANDS AND MEDIANS
SEPERATED BIKE LANE
OPTIONS TO ENHANCE DRIVER SAFETY AT INTERSECTION
LONE TREE ROAD AND BUTLER AVENUE – INTERSECTION
VIABLE INTERSECTIONS

Council asked about separated bike and pedestrian lanes and crossing areas, median widths, and snow plowing operations. Ms. Cameron explained that they are at the very early stages of design and these are the types of things they are considering through the design process.

Councilmembers Aslan and Shimoni expressed concern about the size of the intersection with seven lanes.

COMPARISONS
LONE TREE ROAD AND US-66 – INTERSECTION
VIABLE INTERSECTIONS
GREENHOUSE GASES
PROJECT AESTHETICS
AESTHETIC INCORPORATION INTO DESIGN ELEMENTS
RAILING TREATMENTS
GATEWAY TREATMENTS
WALL TREATMENTS
ACCOMMODATION OF FUTURE CIVIC SPACES
PATH FORWARD
LONE TREE SCHEDULE

The following individuals addressed Council regarding the project:

- David Hayward

- Julie Leid
- Deb Harris
- Anthony Quintile

The following comments were received:

- The Fourth Street Overpass has done a lot to revitalize the area and this project will have similar results.
- An important part of the Southside Neighborhood Plan was park space for the neighborhood, that needs to be honored within the plans for this project.
- It would be unfortunate to have a design that includes so many bells and whistles that it becomes unaffordable.
- There is enthusiasm for enhanced signalization for bikes and pedestrians.
- Snow operations and maintenance are critical components to the design and must be considered.
- There is little support for roundabouts.
- There needs to be more focus on public transportation and how to get people out of cars.
- Bike and pedestrian infrastructure must be prioritized in the plans.
- The greenhouse gas analysis needs to incorporate reduced demand in these projects.

A written comment was submitted by Michelle James requesting that the project include funding for public civic space, consider the needs of bikes and pedestrians, and consider the community value and character of the Southside neighborhood.

A break was held from 5:51 p.m. through 6:08 p.m.

Vice Mayor Daggett indicated that her concern is safety along with improving the experience of walking and biking in order to achieve the city's carbon goals. She would like to see real focus on the intersections and how to make sure everyone can get across regardless of ability.

Councilmember Aslan stated that the voters advanced this project through a bond measure. He wants to be mindful that it is not possible to build our way out of congestion. He feels that the project is too big and too focused on vehicles. He would like to see a smaller project with less lanes and one that is focused on people who are biking or walking.

Councilmember Sweet stated that she is supportive of stop control right turns, positive offset intersections, larger refuge islands, and separated bike lanes. She would also like the beautification elements to reflect the city. She encouraged staff to think outside the box and to be creative.

Councilmember Shimoni stated that he would like to have options that accommodate those cyclists that do not want to bike in traffic. He would also like to discuss reducing the number of lanes and reducing lane widths, the tighter the widths the slower the traffic. Designs need to come forward with multi-modal components at its root and he would like to see this go back to staff and have them work with sustainability and multimodal team and bring back a plan that prioritizes those values.

Mayor Deasy stated that it seems daunting to cross over seven lanes of traffic. When this comes back to Council, he would like to see what the bike and pedestrian experience looks like. He would also like staff to review the impacts on San Francisco and Beaver for bike and pedestrian access to try and improve access in that area.

Councilmember Salas stated that the Lone Tree corridor serves the needs of the community to provide a safe separated railroad crossing, an alternate to Milton, an alternate entrance to NAU, and provides bike infrastructure. It benefits Flagstaff through less congestion to

downtown and improved mobility for biking and walking. She encouraged the team to continue doing community outreach with the public, commissions, and community partners.

15. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.) A Citizens' Petition requesting "the Council's approval of a character overall of the Southside Neighborhood."

Sean Golightly addressed Council stating that the request is for the city to work on a character overlay for the Southside neighborhood. The way development is progressing in the neighborhood has the ability to get out of control and not habitable for families. The neighborhood is trying to come up with a way to have input on how the neighborhood will be developed. They have worked with Neighborhood Planner Mark Reavis to come up with an idea of using a character overlay that would take standards and guidelines built by the neighborhood to enact some type of restraint on how our neighborhood can be developed. The neighborhood has started conceiving the overlay and the request is to take this community overlay and work it into the action plan of the Council.

Anna Hammerle addressed Council stating that there is a lot of support in the neighborhood to engage in the process of implementing a character overlay for the Southside neighborhood. She encouraged Council to support the effort and provide direction to move the matter forward.

Councilmember McCarthy stated that he would like to understand the relationship between a character overlay and the Southside Plan.

Comprehensive Planning Manager Sara Dechter stated that the Southside Plan identifies focus areas in the goals and policies and the recommendation is to work on overlays that provide standards and guidelines for development.

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

B. Future Agenda Item Request (F.A.I.R.): A request by Councilmember Shimoni to place on a future agenda a discussion regarding temporary urban camping in parks, along streets/public property, on private property, and in cars.

Councilmember Shimoni stated that Eugene, Oregon has several pilot programs going on that allow for different options to be explored and he would like Flagstaff to consider implementing similar options for the unsheltered population.

Mayor Deasy expressed support to move the matter forward for discussion. He stated that with the recent Rafael Fire, many were left scrambling to find shelter when the forests were closed down.

Vice Mayor Daggett stated that she was open to having a discussion about a dedicated space with services if and when forests are closed down. She is not interested in reopening a discussion about general camping in parks or on streets.

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

C. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Shimoni to place on a future agenda a discussion about Eugene, OR efforts to house their unsheltered through the Square One Villages.

Councilmember Shimoni stated that Square One Villages is a self-governing tiny home community where there is collaboration between the housed and unhoused to provide safe spaces for those transitioning from unhoused to housed. He would like to see Flagstaff implement a similar model to assist the community.

Councilmember McCarthy stated that he would support a future discussion about the project.

Vice Mayor Daggett indicated that she would be more comfortable if it was brought to the Council by community partners.

Councilmember Salas suggested that the conversation may be better served within the current housing plan discussions. It could be reviewed and considered by the Housing Commission as one of many options to consider to address homelessness and the continuum of care.

There was not the requisite support needed to move the item forward to a future agenda for discussion. However, Council requested that information be provided to the Housing Commission for their consideration.

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

Councilmember Shimoni thanked City staff for their work in supporting the City of Flagstaff.

Vice Mayor Daggett asked if there were plans to hold a Work Session discussion with Northern Arizona Healthcare about their new campus. Ms. Clifton stated that Northern Arizona Healthcare is not quite ready for a Work Session discussion but they will continue to work in that direction.

Councilmember Salas reported that the Exchange Club is honoring local Law Enforcement at an upcoming event. She also reported that the Discover Flagstaff Annual Tourism and Economic Vitality stakeholder event is coming up.

Mayor Deasy requested a FAIR item to discuss a possible rebate program for alternate energy on homes.

17. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held October 19, 2021, adjourned at 7:18 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on October 19, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of December, 2022.

_____

CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 2, 2021
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held November 2, 2021, to order at 3:04 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance and Vice Mayor Daggett read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

4. PUBLIC PARTICIPATION

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

Joe Shannon addressed Council and expressed concern about the possible removal of observatory purpose from Section 17 and lack of a transparent process.

Nicole Whitten addressed Council asking them to support the As Nearly Free As Possible college tuition movement.

Hilary Giovale addressed Council with concerns about Section 17 and asked the Council to uphold the original intent of the federal deed. She requested a transparent public process to determine if the community supports the change.

Rose Toehe addressed Council about upcoming celebrations in honor of Native American Heritage Month.

Jerry McLaughlin addressed Council to express his opposition to the change to Section 17. He asked Council to pass a resolution to oppose any change to the existing deed.

Anne Mottek addressed Council with concerns about removing observatory protections from Section 17. She urged the Council to submit a letter of opposition so as to preserve the natural area.

Abigail Jackson and Kyle Nitschke submitted written comments in support of the As Nearly Free As Possible Act.

5. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Native American Heritage Month

Mayor Deasy read and presented the Native American Heritage Month proclamation.

B. **Proclamation:** Family Court Awareness Month

Mayor Deasy read and presented the Family Court Awareness Month proclamation.

C. **Proclamation:** Alzheimer's and Caregiver Month

Mayor Deasy read and presented the Alzheimer's and Caregiver Month proclamation.

6. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

Interim Water Services Director Andy Bertelsen provided a brief recap of the Water Services Monthly Report.

City Engineer Rick Barrett provided a brief recap of the Capital Improvement Report.

Sustainability Director Nicole Antonopoulos provided a brief recap of the Sustainability Monthly Report.

i. Resolution in support of the Endangered Species Act

Emily Renn addressed Council in support of the resolution.

Council expressed appreciation to those who reached out in support of a resolution. They indicated support for a resolution and asked that it come before them for adoption at a future meeting.

7. COVID-19 UPDATE

A. COVID-19 Update

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

COVID-19 UPDATE
AGENDA
CCHHS: COVID-19 WEEKLY CASES
CCHHS: HOSPITAL ADMISSIONS
CCHHS: COVID-19 RELATED DEATHS
CCHHS: COMMUNITY TRANSMISSION
CCHHS: COMMUNITY VACCINATION
CCHHS: VARIANTS
NAH: HOSPITAL CENSUS

Coordinator for Indigenous Initiatives Rose Toehe continued the presentation.

INDIGENOUS NATIONS UPDATE
NAVAJO NATION
HOPI TRIBE

8. COUNCIL LIAISON REPORTS

Councilmember Shimoni report that it is the one year anniversary of the Coconino County 911 Diversion Group. They were able to divert more than 80 calls from the Police

Department to the crisis response network out of Phoenix or to Terros when needed. They continue to look for additional ways to expand the program. He also reported that Mountain Line held a special Board Meeting last week to provide the annual review to their CEO and General Manager.

Vice Mayor Daggett reported that Friday is the last day to submit public comment on the Draft 10-year Housing Plan.

Councilmember McCarthy reported that the MetroPlan Executive Board Meeting is coming up that week. There was also a MetroPlan meeting to review the FMPO resident survey that will be going out. The survey will be going out soon.

Councilmember Sweet reported that she attended the NACOG meeting in Sedona where they discussed the challenges associated with the Headstart Program being extremely short-staffed. She also reported that she and County Supervisor Vasquez will be visiting the Headstart facilities to encourage staff to be vaccinated.

Councilmember Salas reported that she attended the Annual Discover Flagstaff Tourism and Economic Vitality Stakeholder and Partner event. She spoke about some of the key points of the event and the importance of tourism as an economic driver in Flagstaff.

9. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Dara Sprinces Wong, "Vino Loco" 22 E. Birch Avenue, Series 07 (Beer and Wine Bar), Owner Transfer.

Mayor Deasy opened the public hearing.

Police Sergeant Ryan Turley introduced the application and noted no concerns.

The applicant Dara Wong thanked Council for their consideration of the application.

There being no further public comment Mayor Deasy closed the public hearing.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to forward the application to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

A break was held from 4:47 p.m. though 5:09 p.m.

10. CONSENT ITEMS

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

Councilmember McCarthy requested that Item 10C be pulled for discussion.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to approve the Consent Agenda Items 10A and 10B as submitted.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** An Energy Services Contract to NORESCO, LLC, in an amount not to exceed $188,000 and authorize the First Phase of Project Implementation.

1. Award an Energy Services Contract to NORESCO, LLC, in an amount not to exceed $188,000 and authorize the First Phase of Project Implementation; and
2. Authorize the City Manager to complete the necessary documents.

B. **Consideration and Approval of Contract:** Stormwater Open Channel Maintenance On-Call Contract with Arizona Conservation Experience and Conservation Legacy.

1. Approval of the Stormwater Open Channel Maintenance On-Call Contract with Arizona Conservation Experience and Conservation Legacy, in a total amount for both contracts not to exceed $100,000 per fiscal year; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** APS Level 2 Electric Vehicle Charging Pilot Agreement #156299 for a New Location at the City of Flagstaff Visitor Center.

Councilmember McCarthy stated that he is supportive of building new sites but asked if it was financially sustainable to give out free power to charge vehicles.

Mr. Clifton noted that there has been ongoing discussion about whether or not to charge a fee for the service. He has consistently advocated for allowing free charging during the inaugural period to incentivize the use of electric vehicles. Sustainability Director Nicole Antonopoulos added that there will be an opportunity to assess the program after a year to evaluate costs, usage, and possible fees.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the APS Level 2 Electric Vehicle Charging Pilot Agreement #156299 for a New Location at the City of Flagstaff Visitor Center and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

11. ROUTINE ITEMS

A. **Consideration and Approval of Preliminary Plat:** Request from Hunt Beaver, LLC for Preliminary Plat approval for Beaver Street Condominiums (case number: PZ-17-00187-04) - 8 residential condominium units located at 613 North Beaver Street on 0.33 acres to be developed using the T4N.1 (Transect) Zone standards.

Senior Planner Genevieve Pearthree addressed Council:

BEAVER STREET CONDOS (PZ-17-00187-04) PRELIMINARY PLAT APPROVAL
REQUEST OVERVIEW
VICINITY MAP
DEVELOPMENT OVERVIEW
BEAVER STREET CONDOS PRELIMINARY PLAT
PLAT UNIT AIRSPACE OWNERSHIP
BUILDING ELEVATIONS (FOR REFERENCE ONLY)
REQUIRED FINDING #1
MEETS ZONING CODE (TITLE 10) STANDARDS)

REQUIRED FINDING #2
MEETS ENGINEERING STANDARDS (TITLE 13)
REQUIRED FINDING #3: SUBDIVISIONS STANDARDS (TITLE 11)
MEETS SUBDIVISION AND LAND SPLIT REGULATIONS (CHAPTER 11-20)
FINDINGS AND RECOMMENDATION

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the Preliminary Plat based on the required findings and the Planning and Zoning Commission recommendation of approval on October 13, 2021.

Vote: 7 - 0 - Unanimously

B. **Consideration and Possible Action:** Un-suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to un-suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure.

Vote: 7 - 0 - Unanimously

C. **Consideration and Possible Adoption**: City Council Rules of Procedure

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to adopt the City Council Rules of Procedure dated November 2, 2021.

Vote: 7 - 0 - Unanimously

12. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2021-48:** A resolution approving the designation of an applicant agent and authorizing the agent to apply for and sign on behalf of the City of Flagstaff for the receipt of funds from the Arizona Division of Emergency Management and Military Affairs Public Assistance Program.

Grants and Contracts Manager Stacey Brechler-Knaggs stated that the resolution would reduce the number of applicant agents from two to one and also includes some general housekeeping updates as well.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2021-48 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE DESIGNATION OF AN APPLICANT AGENT AND PRIMARY POINT OF CONTACT

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2021-48.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval:** Letter of support for Coconino County Board of Supervisors preferred legislative districts map and redistricting procedures moving forward

Interim Public Affairs Director Sarah Langley stated that if the Council is supportive, staff will send the letter of support and preferred legislative map to the Independent Redistricting Commission. There will also be discussion on redistricting procedures moving forward. She also noted that the Independent Redistricting Commission continues to work as draft maps are discussed and adjusted and once an agreement is reached by the commission a public review process will begin.

Mayor Deasy stated that he was concerned that the proposed map creates a non-competitive situation. He is also concerned about Kachina Village not being included in Flagstaff's district and he believes that the Flagstaff area should remain whole. He is supportive of the County's map that keeps Flagstaff whole and provides a much more competitive district.

Councilmember McCarthy noted that he is supportive of the letter and map.

Council invited County Board of Supervisors Chairman Matt Ryan and Supervisor Patrice Horstman to comment on their proposed map. Both urged the Council to support the letter and map provided by the County. They also encouraged the Council to individually provide comments to the Independent Redistricting Commission with their concerns about their proposal and in support of the County's map.

Michele James addressed the Council on behalf of Friends of Flagstaff's Future in support of the maps presented by Coconino County. They believe that the County map preserves Flagstaff as a community of interest.

Council expressed their support for the letter and map from the County.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Regina Salas to approve the letter of support for Coconino County Board of Supervisors preferred legislative districts map and redistricting procedures moving forward.

Vote: 7 - 0 - Unanimously

13. DISCUSSION ITEMS

A. Discussion about 2022 Potential Bond Ballot Measures

Deputy City Manager Shannon Anderson, Management Services Director Rick Tadder, Capital Improvements Senior Project Manager Christine Cameron, Water Services Director Andy Bertelsen, Stormwater Manager Ed Schenk, and Deputy Fire Chief Mark Wilson provided a PowerPoint presentation that covered the following:

AGENDA
GENERAL OBLIGATION BONDS
WHAT ARE GENERAL OBLIGATION BONDS
BONDING FOR CAPITAL COSTS VERSUS OPERATIONAL COSTS
HISTORICAL BOND QUESTIONS
LEGAL LIMITS – STATE STATUTE/ASSESSED VALUATIONS
POLICY LIMITS – CITY IMPOSED

SECONDARY PROPERTY TAX RATE CAPACITY
RESIDENTIAL TAXPAYER IMPACTS
POTENTIAL BOND BALLOT MEASURES
POTENTIAL BOND PROJECTS
POTENTIAL BOND PROCESS
POTENTIAL BOND TIMELINE
ADDITIONAL INFRASTRUCTURE BOND
NEIGHBORHOOD MULTIMODAL CONNECTIVITY AND CIVIC SPACE
FLORENCE TO WALNUT PEDESTRIAN UNDERPASS
RIO DE FLAG PEDESTRIAN UNDERPASS
SOUTHSIDE CIVIC SPACE
WASTEWATER INFRASTRUCTURE
REHABILITATION AND REPLACEMENT
REHABILITATION AND REPLACEMENT PROJECTS
STORMWATER INFRASTRUCTURE
SPRUCE CHANNEL IMPROVEMENTS
SPRUCE CHANNEL PROJECTS
PUBLIC SAFETY INFRASTRUCTURE
EMERGENCY RADIO EQUIPMENT
FIRE APPARATUS & SPECIALIZED EQUIPMENT
COUNCIL QUESTIONS

Deb Harris addressed Council asking about representation on the citizen committee; it is important that everyone feels represented in the process because everyone who owns property in Flagstaff will be paying.

Vice Mayor Daggett stated that she would like the committee to come back to Council with a ranked list of bond issues most critical to the community. This information will be helpful in advance of deciding on a maximum bond amount and the projects that should be forwarded to the voters.

Councilmember Aslan expressed support for the committee and encouraged a diverse makeup of members.

Mayor Deasy expressed concerns about voter fatigue and not overwhelming the ballot. He suggested combing similar or related projects into a single question rather than having a number of questions. Councilmember Aslan agreed that packaging projects could be beneficial and suggested public safety and climate action.

Councilmember McCarthy expressed his concern about bringing forward $100 million in bonds to the voters. He indicated that he supports public safety, wastewater, stormwater, climate action and housing.

Councilmember Sweet indicated that she is looking forward to hearing back from the committee on their recommendations and ranking of the projects. She indicated support for wastewater, stormwater, and public safety.

Councilmember Salas stated that her proposed priorities are public safety, stormwater, wastewater, the neighborhood multi-modal, and housing.

Mayor Deasy indicated that his top priorities are climate action mitigation, stormwater, and public safety.

Mr. Clifton stated that the conversation now is the start of a long dialogue leading up to the

2022 election. There are excellent people at the table to navigate through the complexities of the projects and develop recommendations.

Ms. Anderson thanked Council for the discussion and indicated that it will help get things started with the committee. Staff will continue to check in with Council along the way to help steer the direction and recommendations from the committee.

14. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Shimoni to place on a future agenda a discussion regarding the City's Engineering Standards as it relates to speed limits and design characteristics of roadways.

Councilmember Shimoni stated that he would like to see the request advance for future discussion.

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

B. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Deasy to place on a future agenda a discussion regarding a rebate program for alternate energy on homes.

Mayor Deasy stated that he would like to have a discussion about a program similar to the electric vehicle purchase. He stated that rebates can incentivize homeowners to convert to some sort of alternate energy.

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

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

Vice Mayor Daggett asked if there were plans to host a larger community meeting for residents in the Museum Fire flood area. Mr. Clifton stated that there are a lot of moving parts and a number of discussions and meetings happening.

Councilmember Shimoni stated that he is hoping to engage with Northern Arizona Healthcare to discuss housing opportunities adjacent to their new facility. He is also hoping for a partnership with Mountain Line to ensure transportation to the new site.

Councilmember Aslan stated that he met with NAU President Cruz Rivera the prior week. It was a great conversation and he looks forward to future discussions. He requested a FAIR item to discuss the development of a Councilmember evaluation process to solicit feedback and input from city staff.

Mayor Deasy requested a FAIR item to discuss development of a rainbow colored pedestrian crosswalk.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held November 2, 2021, adjourned at 7:36 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on November 2, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of December, 2022.

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 16, 2021
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Deasy called the meeting of the Flagstaff City Council held November 16, 2021, to order at 3:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY
VICE MAYOR DAGGETT
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtually until 3:39 p.m.)
COUNCILMEMBER SWEET

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

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

The Council and audience recited the pledge of allegiance, Vice Mayor Daggett read the Mission Statement of the City of Flagstaff, and Mayor Deasy read the 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.

Scott Richards addressed Council about the Museum Fire flood area and expressed frustration about the sandbags and barriers especially with winter approaching.

Deb Harris addressed Council requesting information from Housing Solutions to share with the Southside neighborhood about available housing programs.

5. PROCLAMATIONS AND RECOGNITIONS

A. Recognition: Mrs. Cleo Wilson Murdoch

Mayor Deasy read and presented the Recognition.

B. Proclamation: National Apprenticeship week

Mayor Deasy read and presented the National Apprenticeship Week proclamation.

6. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

City Engineer Rick Barrett provided a brief recap of the Engineering and Capital Improvements monthly report.

i. Consideration and Direction: Census Draft Letter

Interim Public Affairs Director Sarah Langley addressed Council stating that that Community Development staff noticed some potential issues in the census data related to vacancy rates being higher than expected, especially in areas where students are congregated. They suspect that this is a result of students having left the university campus around March of 2020 which created some confusion as to where students should fill out their census. The letter stresses the importance of being able to appeal the census data under expanded criteria.

Council indicated support to send the letter.

7. COVID-19 UPDATE

A. COVID-19 Update

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

COVID-19 UPDATE
AGENDA
CCHHS: COVID-19 WEEKLY CASES
CCHHS: HOSPITAL ADMISSIONS
CCHHS: COVID-19 RELATED DEATHS
CCHHS: COMMUNITY TRANSMISSION
CCHHS: COMMUNITY VACCINATION
CCHHS: VARIANTS
NAH: HOSPITAL CENSUS

Coordinator for Indigenous Initiatives Rose Toehe continued the presentation.

INDIGENOUS NATIONS UPDATE
NAVAJO NATION
HOPI TRIBE

Council expressed gratitude for the continued updates on COVID-19.

8. COUNCIL LIAISON REPORTS

Councilmember Salas reported that the Parks and Recreation Commission is experiencing challenges with getting quorum and encouraged people to consider applying to serve on the commission.

Vice Mayor Daggett reported that the Housing Commission participated in three working groups focused on housing issues in preparation for their upcoming commission meeting where potential housing bonds will be discussed.

Councilmember Shimoni reported that he attended a production meeting with the Sustainability team. He also attended the CJCC meeting last week where local agencies presented their quarterly reports.

Councilmember Aslan reported that he attended the quarterly APS update meeting where they discussed exciting new opportunities that are coming to fruition. Presentations to Council will be coming soon.

9. CONSENT ITEMS

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

Mayor Deasy requested that each item be taken seperately.

A. **Consideration of Ratifying of Contract:** Ratify the Retail Purchase Agreement with Jeff Wyler Columbus, Inc. in the amount of $60,475 for a Chevrolet 3500 HD Silverado Truck with Dump Bed and Accessories.

Mayor Deasy stated that there are full size hybrid trucks coming online and he has concerns about purchasing a diesel truck if there are other options. Parks Manager Amy Hagin explained that the hybrid vehicles were explored but they were not available in the size necessary to accommodate the dump bed.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Regina Salas to ratify the Retail Purchase Agreement with Jeff Wyler Columbus, Inc. in the amount of $60,475 for a Chevrolet 3500 HD Silverado Truck with Dump Bed and Accessories and direct the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Contract:** The Contract for Materials with San Tan Auto Partners d/b/a San Tan Ford for four (4) 2022 Ford Police Interceptor Utility Hybrid vehicles in the amount of $161,776.04.

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to approve the Contract for Materials with San Tan Auto Partners d/b/a San Tan Ford for four (4) 2022 Ford Police Interceptor Utility Hybrid vehicles in the amount of $161,776.04 (includes all applicable taxes and fees) and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

C. ~~**Consideration of Appointments:** On-Call Magistrates for the Flagstaff Municipal Court. Approve the Judicial Appointment Advisory Panel's recommendation to appoint two On-Call Magistrates to the Flagstaff Municipal Court.~~

10. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2021-51:** A resolution of the Flagstaff City Council, approving a Utility Agreement between the State of Arizona Department of Transportation and the City of Flagstaff, authorizing the City to transfer $87,625 to allow the State of Arizona to adjust City of Flagstaff water valves and sewer manholes to grade during the ADOT Pavement Preservation Project along Milton Road and Interstate - 40 Business Route.

Engineering Project Manager James Boyer provided a PowerPoint presentation that covered the following:

ADOT PAVEMENT PRESERVATION PROJECT AND COF UTILITY ADJUSTMENT AGREEMENT
GOAL
OVERVIEW
EXISTING CONDITIONS
STAFF REQUEST
OPTION 1
OPTION 2
SUMMARY

Councilmember Shimoni stated that the City should be pressuring the Arizona Department of Transportation (ADOT) to create a design that would better support bikes and pedestrians. He asked if staff could meet with ADOT to try and get them to change the restriping design. City Engineer Rick Barrett stated that he does not think there is any chance that ADOT would postpone bidding the project, the design is complete and the deadline to submit the application for funding is November 29, 2021. Despite the best efforts of staff, the City will not get bike lanes on Milton per ADOT policy.

Vice Mayor Daggett requested that in the future staff help the public to understand that when changes are being made to ADOT roads they should reach out to ADOT directly.

Council discussed the challenges with balancing the policies of multiple jurisdictions and expressed a desire to continue engaging with ADOT about local priorities.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Resolution No. 2021-51 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING A UTILITY AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) AND THE CITY OF FLAGSTAFF, ALLOWING THE TRANSFER OF CITY FUNDS TO ALLOW THE STATE OF ARIZONA TO ADJUST CITY OF FLAGSTAFF WATER VALVES AND SEWER MANHOLES TO GRADE DURING THE ADOT PAVEMENT PRESERVATION PROJECT ALONG MILTON ROAD AND INTERSTATE – 40 BUSINESS ROUTE

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2021-51.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2021-49:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement Between Coconino County and the City of Flagstaff for the Criminal Justice Integration System

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2021-49 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR THE CRIMINAL JUSTICE INTEGRATION SYSTEM

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2021-49.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2021-50:** A resolution to approve an Intergovernmental Agreement (IGA) between City of Flagstaff and Westwood Estates Fire District to provide fire and emergency medical services.

Fire Department Chief Mark Gaillard addressed Council stating that the action would maintain the fire services provided to the Westwood Estates Fire District.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Resolution No. 2021-50 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN WESTWOOD ESTATES FIRE DISTRICT AND THE CITY OF FLAGSTAFF ON BEHALF OF THE FLAGSTAFF FIRE DEPARTMENT FOR FIRE SERVICES

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2021-50.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2021-52:** A resolution approving the Intergovernmental Agreement between Arizona Board of Regents, for and on behalf of, the University of Arizona and the City of Flagstaff for the Flagstaff Flood Mapping Program.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Resolution No. 2021-52 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF UNIVERSITY OF ARIZONA AND THE CITY OF FLAGSTAFF FOR THE FLAGSTAFF FLOOD MAPPING PROGRAM

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2021-52.

Vote: 7 - 0 - Unanimously

E. **Consideration and Approval of Contract:** Approval to not execute the Lease Agreement with US General Services Administration – U.S. Geological Survey Campus Build to Suit.

Capital Improvements Project Manager David Pedersen provided a PowerPoint presentation that covered the following:

USGS CAMPUS BUILD TO SUIT
VICINITY MAP
USGS SCIENCE CENTER OVERVIEW MAP
OVER THE PAST YEAR…
PROJECT DETAILS

SUGGESTED PATH FORWARD
SPECIAL THANKS TO…

Management Services Director Rick Tadder continued the presentation.

FINANCIAL DETAILS
FINANCIAL DETAILS – PREVIOUS PROPOSAL
FINANCIAL DETAILS – UPDATED COSTS

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to not execute the lease agreement for the U.S. Geological Survey campus reconstruction with US General Services Administration in the amount of $1,894,137.78 annually and a duration of 10 years firm; option for 20 years.

Vote: 7 - 0 - Unanimously

A break was held from 5:00 p.m. through 5:20 p.m.

11. DISCUSSION ITEMS

A. Discussion of San Francisco Square Affordable Housing project and Parking Garage, 320 N. Humphreys Street.

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

SAN FRANCISCO SQUARE AND ASPEN LOFTS
PRESENTATION OBJECTIVES
PROJECT TEAM
320 N. HUMPHREYS STREET
SAN FRANCISCO SQUARE/ASPEN LOFTS
FLAGSTAFF ZONING CODE
TRANSECT ZONE T5-O
T5 BUILDING FORM

Current Planning Manager Alaxandra Pucciarelli continued the presentation.

PROPOSED DEVELOPMENT
SITE PLAN
SECOND FLOOR PLAN
PERSPECTIVES
VIEW FROM HUMPHREYS AND CHERRY
VIEW FROM HUMPHREYS AND DALE
VIEW FROM HUMPHREYS
PROCESS
SITE PLAN APPLICATION

Community Investment Director Dave McIntire continued the presentation.

CURRENT PARTNERSHIP
SURFACE PARKING LOT
INTENDED FUTURE PARTNERSHIP

Vice Mayor Daggett asked if the residents could park in Phase 1 or Phase 2. Ms. Pucciarelli indicated yes and explained that there are 59 spaces in Phase 1 and 55 spaces in Phase 2 available for parking.

Mayor Deasy asked how many spaces are going to be needed for court purposes. Mr. McIntire explained that the need fluctuates based on the business at the court. Currently, there are 16 to 20 vehicles associated with court staff. He added that the Foundation for Senior Living has committed to building the parking garage in a way that allows for future uses.

Council expressed appreciation for the project and for the consideration of the future use of the parking garage.

B. Regional Plan Amendment for Carbon Neutrality Discussion

Climate Program Manager Jenny Niemann provided a PowerPoint presentation that covered the following

CARBON NEUTRALITY AMENDMENT TO THE REGIONAL PLAN
AGENDA
THE FLAGSTAFF REGIONAL PLAN 2030
CLIMATE CHANGE IN THE FLAGSTAFF 2030 REGIONAL PLAN
EVOLUTION OF THE CITY'S CLIMATE WORK
THE CLIMATE EMERGENCY DECLARATION
REGIONAL PLAN AMENDMENT: PROCESS AND NEED
NEED FOR THIS AMENDMENT
BENEFITS OF THIS AMENDMENT
BACKGROUND: CLIMATE CHANGE AND CLIMATE ACTION IN FLAGSTAFF
CLIMATE CHANGE IN FLAGSTAFF
VULNERABILITIES: WHAT'S AT RISK?
NOT ALL PEOPLE FACE THE SAME THREATS FROM CLIMATE CHANGE
THREE TYPES OF CLIMATE ACTION
CARBON NEUTRALITY PLAN: GOALS
CNP: NINE TARGET AREAS OF ACTION
THE PROPOSED AMENDMENT TO THE REGIONAL PLAN
THE PROPOSED CHANGES TO PAGES IV-11 AND IV-12 INCLUDE:
EDITS TO THE NARRATIVE
CHANGES TO GOAL 2: MITIGATION AND ASSOCIATED POLICIES
CHANGES TO GOAL 3: ADAPTATION AND ASSOCIATED POLICIES
CHANGES TO POLICIES UNDER GOAL 4
CHANGES TO POLICY T.8.1 IN THE TRANSPORTATION CHAPTER
PROCESS RECAP
NEXT STEPS IN THIS PROCESS

Council expressed gratitude for the presentation and the work that went into the amendment.

Councilmember Aslan asked if there were things reviewed that did not rise to the level of including in the amendment. Ms. Niemann explained that they reviewed every policy in the Regional Plan and did not recall anything that was left out. As they move forward with updates to the entire Regional Plan there is an opportunity to think bigger about how everything works together.

Sustainability Director Nicole Antonopoulos added that the goal was to create a starting point for the Regional Plan process that is coming forward. There is still a lot of work to do to analyze policies and codes.

Comprehensive Planning Manager Sara Dechter also added that there will be more time to update the Regional Plan comprehensively and that will allow staff to create policies within the plan that incorporate the elements of the Carbon Neutrality Plan.

C. Discussion and Direction on Credentialed Wage

Mayor Deasy stated that there is significant issues with wage theft in the trade skills and not classifying employees appropriately. He would like the city to require all public contracts to include a credentialed wage requirement. This would ensure greater quality work and the ability to detect tax fraud associated with paying people under the table.

Southwest Regional Council of Carpenters Regional Manager for Arizona and New Mexico Fabian Sanchez addressed Council in support of moving the matter forward for further discussion and to consider a study to promote local hiring and a credentialed apprenticeship program to address the growing need for skilled workers. He stated that a credentialed wage would also improve enforcement of regulations associated with tax laws to ensure fair competition and responsible contractor practices.

Councilmember Shimoni indicated that he has concerns because it is something that has not been done in the state due to legal considerations. He would support a study and further exploration of the matter but he is not supportive of moving forward with an ordinance.

Councilmember Salas stated that she would like to have a discussion that focuses on apprenticeship opportunities and creating a local policy that would strengthen these types of programs to create a quality pipeline for trade workers in the community.

Matthew Capalby addressed Council stating that there are many contractors who misclassify workers and pay them cash to avoid paying taxes. A credentialed wage ordinance would provide a mechanism for oversight of financial responsibility of contractors.

Councilmember Aslan stated that he needs more information and is not ready to move forward with an ordinance.

Councilmember McCarthy stated that the matter is synonymous with Davis-Bacon and it is about audits of procedures and financial records. He has heard that projects done under these types of regulations come with significant cost and frustration.

Vice Mayor Daggett stated that she would like to have more information and additional conversations before moving forward with drafting an ordinance.

There was not Council support to move forward with an ordinance.

12. PUBLIC PARTICIPATION

None

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

Councilmember Shimoni reported that he participated in a meeting where the small business micro-grants were discussed. There is hope that the County and NAU will partner to contribute

funding to the pool. He did a ride-a-long with Sergeant Jeffrey James who is on the traffic unit; they discussed efforts to reducing drinking and driving. He reported that NACA has a ribbon cutting ceremony coming up for their Cedar facility. There is an upcoming meeting to discuss Eco-Passes for downtown employers and the State Transportation Board is meeting on Friday where he will be offering public comment. He expressed his condolences to the family of the pedestrian who was hit and killed on Milton.

Councilmember Shimoni requested a FAIR item to have a discussion about establishing a Vision Zero philosophy and the establishment of a committee.

Mayor Deasy reported that there is an Independent Redistricting Committee meeting coming up later in the week and encouraged participation in support of the maps submitted by Coconino County.

Councilmember McCarthy encouraged people to attend and speak during public participation at the ADOT Transportation Board Meeting. He also requested updates every two weeks on the flood efforts.

Councilmember Salas reported that she also attended the micro-grant meeting where she encouraged the team to reach out to women, veteran, minority, and Native American owned businesses to encourage them to consider applying for the grants. She congratulated Mother Road Brewery on their ten-year anniversary. She reported that the Airport Commission is meeting next week and that she will also be attending the RTAC Board meeting.

14. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held November 16, 2021, adjourned at 7:36 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on November 16, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 6th day of December, 2022.

_____

CITY CLERK

CITY COUNCIL WORK SESSION
TUESDAY, NOVEMBER 30, 2021
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. Call to Order

Mayor Deasy called the Work Session of the Flagstaff City Council held November 30, 2021, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR DEASY	
VICE MAYOR DAGGETT	
COUNCILMEMBER ASLAN	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER SHIMONI	
COUNCILMEMBER SWEET	

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

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

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

Beautification, Arts, and Sciences Manager Jana Weldon addressed Council to show the new utility box wrap designs around the community.

5. Review of Draft Agenda for the December 7, 2021 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

City Clerk Stacy Saltzburg noted that the second read for Item 13E has changed to December 28, 2021.

A break was held from 3:10 p.m. through 3:20 p.m.

6. City Manager Excellence Awards

Mr. Clifton, Deputy City Manager Shane Dille, and Deputy City Manager Shannon Anderson presented the City Manager Excellence Awards and provided a PowerPoint presentation that covered the following:

CITY MANAGER'S EXCELLENCE AWARD
CITY MANAGER'S EXCELLENCE AWARDS 2021
THREE LEVELS OF AWARDS
THE AWARDS RECOGNIZE THE FOLLOWING CITY VALUES
FURTHER DETAILS OF THE 2021 CM EXCELLENCE AWARDS
OAK AWARD
OAK AWARD – ACCOUNTABILITY
ROBERT BROWN, ASSISTANT CITY ATTORNEY, PROSECUTION
RON KANWISCHER, ASSISTANT CITY ATTORNEY, PROSECUTION
SERENA SERASSIO, ASSISTANT CITY ATTORNEY, PROSECUTION
CAROL HARVEY, OFFICE MANAGER, PROSECUTION
OAK AWARD - COMMUNICATION
SHARON GONZALES, BILLING AND COLLECTIONS MANGER
JENY LYN, MANAGEMENT SERVICES COLLECTIONS SPECIALIST

JESSICA HULEATT, MANAGEMENT SERVICES CUSTOMER SERVICE MANAGER
NANCI THOMAS, SR. CUSTOMERS SERVICE REPRESENTATIVE
RHIANNON THOMAS, SR. CUSTOMER SERVICE REPRESENTATIVE
CELESTE COUPE, SR. CUSTOMER SERVICE REPRESENTATIVE
DANIELLE TIEDEMAN, MANAGEMENT SERVICES CUSTOMER SERVICE SUPERVISOR
KRISTA DEVLIN, SR. CUSTOMER SERVICE REPRESENTATIVE
WILDINE RODRIGUEZ, METER TECHNICIAN
MANNY SIERRA, METER TECHNICIAN SUPERVISOR
SCOTT KLOTZ, METER TECHNICIAN II
OAK AWARD - QUALITY
JEFF ROAN, CONSTRUCTION INSPECTOR
BEN JONES, CONSTRUCTION INSPECTOR
JACKSON SALAZAR, CONSTRUCTION INSPECTOR
PATRICK JENKINS, CONSTRUCTION INSPECTOR
OAK AWARD – LEADERSHIP
KEVIN ANDERSON, SOLID WASTE EQUIPMENT OPERATOR III
OAK AWARD – TEAMWORK
TIM HARRINGTON, IS MANAGER
CORRYN SMITH, IS ADMINISTRATOR
LORNE CARGILL, IS ANALYST
WILLIAM LIEBE, WATER SERVICES SUPERVISOR
ASPEN AWARD – ACCOUNTABILITY
MIKE BREHM, LIBRARY IT ANALYST
ASPEN AWARD – COMMUNICATION
TODD GEORGE, FIRE CAPTAIN
KYLE DENHAM, FIRE CAPTAIN
SETH GREGAR, FIRE CAPTAIN
CASEY GONZALES, FIRE CAPTAIN PARAMEDIC
ASPEN AWARD – QUALITY
JOLENE MONTOYA, INDUSTRIAL PRETREATMENT SUPERVISOR
ASPEN AWARD – LEADERSHIP
TODD MARTINET, POLICE DETECTIVE
ASPEN AWARD – TEAMWORK
TRACEY FRENCH, HOUSING MANAGER
CHERISE BARRETO-AGUILAR, LEAD HOUSING SERVICES SPECIALISTS
CALEB M ASSISTANT HOUSING DIRECTOR
DIONE PAUL, ADMINISTRATIVE SPECIALIST
JAYNE WITTMAN, HOUSING SERVICES SPECIALIST
PATRICIA SAUERS, HOUSING SERVICES SPECIALIST
AMANDA THOMAS, HOUSING SERVICES SPECIALIST
RAY SLIM, MAINTENANCE WORKER LEADERWORKER
KEITH NUTUMYA, MAINTENANCE WORKER LEADWORKER
ISI GALLEGOS, MAINTENANCE WORKER LEADWORKER
TROY DELMA, MAINTENANCE WORKER II
JOSE ROMERO, MAINTENANCE WORKER II
HAROLD YAZZIE, MAINTENANCE WORKER/INSPECTOR
PONDEROSA AWARD – LEADERSHIP
ROBERT BROWN, ASSISTANT CITY ATTORNEY III

Council expressed gratitude and offered congratulations for all the award winners. They also expressed appreciation for all members of Team Flagstaff.

7. Economic Development - Year in Review

Community Investment Director Dave McIntire provided a PowerPoint presentation that covered the following:

ECONOMIC DEVELOPMENT 2021 YEAR IN REVIEW
INTRODUCTION
ECONOMIC DEVELOPMENT – CITY OF FLAGSTAFF
OUR SMALL BUT MIGHTY TEAM
AWARDS

Business Attraction Manager Jack Fitchett continued the presentation.

BUSINESS ATTRACTION INCENTIVES
BUSINESS ATTRACTION – SUCCESSES
PLACER A.I. – NEW ANALYTICS
BROWNFIELDS
MOONSHOT AT NACET

Business Retention and Expansion Manager John Saltonstall continued the presentation.

MARKETING
BUSINESS RETENTION & EXPANSION
BR&E INCENTIVE 2021
BR&E INCENTIVE 2021 – AWARDEES
INNOVATE WASTE/CARBON DIOXIDE REMOVAL CHALLENGE
EXPANSIONS AND THE ADAPTIVE REUSE PROGRAM
WORKFORCE DEVELOPMENT
COMMUNITY INVESTMENT

Vice Mayor Daggett encouraged more discussions with businesses about the benefits of employer assisted down payment programs.

Councilmember Shimoni asked for an update on the Internship Network. Mr. Saltonstall stated that they recently met with the Workforce Development Board and NAU to bring partners to the table to discuss opportunities for increased collaboration. All efforts are still active in growing the program.

Councilmember Sweet asked about the efforts to attract and retain staff for local businesses. Mr. Saltonstall stated that workforce development is key and they continue to work to develop relationships and opportunities to improve skills and connect people to employment opportunities. Economic Vitality Director Heidi Hanson stated that the Daily Sun and Flagstaff Business News have offered opportunities for businesses to advertise employment opportunities at a cheaper rate. Additionally, the team is always focused on recruiting businesses from out of the area which brings in more job opportunities for local residents.

Councilmember Shimoni asked about the possibility of expanding the electric vehicle incentive to electric bikes. Mr. McIntire stated that there are some funds available for incentives and they continue work with Sustainability to determine where those programs are best suited to mutually achieve each other’s goals. There will likely be some information coming forward as part of the upcoming budget process.

A break was held from 5:04 p.m. through 5:24 p.m.

8. Advancing Resilience in Flagstaff: A framework for action

Climate Program Manager Jenny Niemann introduced Jalyn Gearries and Pilar Gutierrez, students from the NAU Climate Science and Solutions Master's Program, who provided a PowerPoint presentation that covered the following:

FLAGSTAFF ADAPTATION AND RESILIENCE RESOURCE DOCUMENT
PROJECT GOALS
PROJECT MILESTONES
COMMISSION AND COUNCIL PARTICIPATION
PUBLIC AND COMMUNITY OUTREACH
SURVEY RESULTS
THREE-PRONGED APPROACH
DOCUMENT STRUCTURE
RESOURCES
PUBLIC HEALTH
INFRASTRUCTURE AND HOUSING
NATURAL ENVIRONMENT
WATER SUPPLY AND RESOURCES
TOURISM AND RECREATION
INTRODUCTION TO VIDEO SERIES
TO CONCLUDE…

Council expressed appreciation for the work and presentation. They are excited to see where things go and look forward to possible updates in the future.

Councilmember Salas left the meeting at 5:58 p.m.

9. Cinder Lake Landfill and ReThink Waste Plan Update

Sustainability Specialist Kaeli Wells and Solid Waste Collections Manager Daniel Logan provided a PowerPoint presentation that covered the following:

CINDER LAKE LANDFILL AND RETHINK WASTE PLAN UPDATE
DISCUSSION OUTLINE
CINDER LAKE LANDFILL
LANDFILL OVERVIEW
MRF PLANNING
PAY-AS-YOU-THROW PILOT
RESIDENTIAL FOOD SCRAPS DROP-OFF PILOT
NORTHERN ARIZONA COMMUNITY PARTNERS
WEEKLY STAFFED DROP-OFF SERVICE
SELF-SERVICE DROP-OFF STATIONS

Councilmember Aslan left the meeting at 6:32 p.m.

Vice Mayor Daggett asked if the transfer station concept would allow for more recycling. Mr. Logan stated that he believes that it would but there is still a lot of work with the consultants to develop the modeling.

Councilmember Shimoni stated that outreach and education will be especially important as

the new programs roll out. He encouraged videos and QR codes as part of the campaign materials.

Councilmember McCarthy stated that he would like to see city code changed to require all residential units like apartments and condos to provide for recycling and trash. Mr. Hanson noted that the State does not allow cities and towns to require recycling in multi-family units. Instead, the approach has been to encourage and educate as much as possible.

Councilmember McCarthy asked if smaller trash cans result in less trash at the landfill. Mr. Hanson stated that they continue to monitor metrics and tonnage; the concern is that the bulky rates would increase. The pilot program is allowing them to collect and review that kind of data.

10. Public Participation

None

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

Councilmember Shimoni reported that he will be hosting a Facebook event to discuss the history of bike planning in Flagstaff. He will also be meeting with NAU President Cruz-Rivera.

Vice Mayor Daggett reported that the Toys for Tots box has been placed in City Hall in the lobby. She encouraged people to bring in a new unwrapped toy to put in the box to be distributed among Northern Arizona children.

Councilmember McCarthy reported that MetroPlan's monthly Executive Board meeting will be occurring on Wednesday, December 1, 2021.

Councilmember Sweet reported that the Winter Wonderland tree lighting event is that coming weekend downtown and Friday is First Friday Art Walk.

12. Adjournment

The Work Session of the Flagstaff City Council held November 30, 2021, adjourned at 6:48 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, OCTOBER 25, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:01 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DEASY (virtually)
VICE MAYOR SWEET
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtually)

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

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3)(4) and (7), respectively.

i. Property negotiation and legal advice regarding offers to purchase Flagstaff Auto Mall Lots 9 and 10, and to exchange Babbitt Ford and City downtown properties.

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to A.R.S. §38-431.03(A)(3).

i. Legal advice regarding Holiday Display Policy

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held October 25, 2022, reconvened into Open Session at 2:43 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, NOVEMBER 1, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:03 p.m.

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR DEASY (virtual until 1:07 p.m.)	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN (virtually)	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS (virtually)	
COUNCILMEMBER SHIMONI (virtually)	

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

3. Recess into Executive Session

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Contract negotiations between the City, the Army Corps of Engineers, and BNSF

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held November 1, 2022, reconvened into Open Session at 1:35 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, NOVEMBER 8, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Deasy called the Special Meeting (Executive Session) to order at 1:01 p.m.

2. ROLL CALL

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

PRESENT:	ABSENT:
MAYOR DEASY (virtually)	
VICE MAYOR SWEET	
COUNCILMEMBER ASLAN (virtually)	
COUNCILMEMBER HOUSE	
COUNCILMEMBER MCCARTHY	
COUNCILMEMBER SALAS	
COUNCILMEMBER SHIMONI (virtually)	

Others present: Presiding Magistrate Tom Chotena, Court Administrator Jessica Cortes

3. Recess into Executive Session

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. §38-431.03(A)(1).

i. Magistrate Reappointment

B. ~~Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.~~

i. ~~Legal advice regarding contract negotiations for an Intergovernmental Agreement with Coconino County and a Third-Party Agreement with High Country Humane~~

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held November 8, 2022, reconvened into Open Session at 1:12 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, NOVEMBER 15, 2022
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
12:00 P.M.

1. Call to Order

Vice Mayor Sweet called the Special Meeting (Executive Session) to order at 12:01 p.m.

2. ROLL CALL

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

PRESENT:	ABSENT:
VICE MAYOR SWEET COUNCILMEMBER ASLAN (arrived at 12:20 p.m.) COUNCILMEMBER MCCARTHY COUNCILMEMBER SALAS (virtual until 12:05 p.m.) COUNCILMEMBER SHIMONI (virtual)	MAYOR DEASY COUNCILMEMBER HOUSE

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

3. Recess into Executive Session

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 5 - 0 - Unanimously

4. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Legal advice regarding contract negotiations for an Intergovernmental Agreement with Coconino County and a Third-Party Agreement with High Country Humane

B. Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property., pursuant to A.R.S. §38-431.03(A)(3)(4) and (7), respectively.

i. Water Litigation Update

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held November 15, 2022, reconvened into Open Session at 2:08 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration of Appointment: Commission on Diversity Awareness.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring September 2023.

Executive Summary:

The Commission on Diversity Awareness consists of seven citizens who represent the diverse population of Flagstaff. The mission of the commission includes, but is not limited to, fostering mutual understanding, tolerance, respect, and awareness among all citizens; recognizing the different economic, cultural, social, religious, and ethnic groups within the City; cooperating in the development of educational programs dedicated to improving community relations and enlisting support of various groups to foster diversity awareness.

There is one appointment to be made due to the upcoming ineligibility of a previously appointed commissioner who is moving out of state for a new work opportunity.

There are four applications on file for consideration by the Council as follows:

- Lazarus Melan (new applicant)
- Angelica Maria Sanchez (new applicant)
- Doris Ewurabena Mensah (new applicant)
- Steven Thompson (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Salas

Financial Impact:

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

Policy Impact:

Not applicable.

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

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions to provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint one Commissioner: By appointing one member at this time, the Commission on Diversity Awareness will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Background/History:

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

Community Involvement:

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

Attachments: CODA - Authority

CHAPTER 2-08
COMMISSION ON DIVERSITY AWARENESS

SECTIONS:

2-08-001-0001 DECLARATION OF POLICY:
2-08-001-0002 CREATION OF COMMISSION:
2-08-001-0003 TERMS OF OFFICE:
2-08-001-0004 FUNCTIONS:
2-08-001-0005 MEETINGS; ATTENDANCE:

2-08-001-0001 DECLARATION OF POLICY:

There is hereby established the Commission on Diversity Awareness. It shall be the Commission's duty to advise the City Council on issues and methods in promoting diversity awareness within the City of Flagstaff. (Ord. 2000-26, Amended, 11/17/2000)

2-08-001-0002 CREATION OF COMMISSION:

There is hereby created the Commission on Diversity Awareness which shall consist of seven (7) regular members who shall be appointed by the City Council. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. 2001-07, Amended, 03/06/2001; Ord. 2000-26, Amended, 11/17/2000; Ord. No. 2007-06, Amended 02/05/2007; Ord. No. 2011-06, Amended 05/17/2011; Ord. 2014-28, Amended, 11/18/2014)

2-08-001-0003 TERMS OF OFFICE:

Terms shall be for three years except for the first appointments to create staggered terms. The City Council shall appoint three members for three (3) year terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms, including alternates, thereafter will be three (3) year terms. The City Council will make every effort to recruit and appoint those individuals that represent the diverse population of Flagstaff and who have demonstrated an interest in minority issues, or promoting those issues of cultural diversity. (Ord. 2000-26, Amended, 11/17/2000; Ord. 2011-06, Amended 05/17/2011)

2-08-001-0004 FUNCTIONS:

The duties of the Commission shall include, but not be limited to:

A. Fostering mutual understanding, tolerance, respect and awareness among all citizens within the City of Flagstaff; recognizing the different economic, cultural, social, racial, religious and ethnic groups within the City; cooperating in the development of

educational programs dedicated to improvement of community relations with and to enlist the support of various groups to foster diversity awareness.

B. Developing recommendations for the Mayor and City Council to assist in developing any policies required to respond to the concerns and needs of those in the community and on the Commission in the promotion of diversity awareness.

C. Advising and assisting the City Council on ways to educate the community on diversity awareness and developing ways to disseminate such information through surveys, studies, forums, workshops, brochures or other events.

D. Developing and providing public forums for identifying and discussing issues of interest relating to the area of diversity awareness.

E. Acting as an information or referral group to assist individuals, organizations and employers in an effort to aid the community towards greater understanding and respect for diversity awareness among all individuals. (Ord. 2000-26, Amended, 11/17/2000)

2-08-001-0005 MEETINGS; ATTENDANCE:

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

The Commission shall meet at such times, dates and locations as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice.

A regular member who is absent for two (2) consecutive unexcused regular meetings may be removed from the Commission by a vote of the City Council upon recommendation of the Commission. (Ord. 2000-26, Added, 11/17/2000; Ord. 2007-06, Amended 02/06/2007; Ord. 2011-06, Amended, 05/17/2011; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Timothy Skinner, ARFF Manager
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Approval of Contract: Contract for Purchase of Materials/Services from Flagstaff Equipment Co., Inc. for one (1) Bobcat Telehandler Forklift for the Flagstaff Airport in the amount of $113,921.38 (plus applicable taxes).

STAFF RECOMMENDED ACTION:

1. Approve Contract for Purchase of Materials/Services from Flagstaff Equipment Co., Inc, for the purchase of one (1) Bobcat Telehandler Forklift for the Flagstaff Airport in the amount of $113,921.38 (plus applicable taxes); and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Snow and ice contaminants on runways, taxiways, and ramps pose a hazard for aircraft operating during periods of inclement weather. To address this, the Flagstaff Airport provides snow and ice control for the runways, taxiways, and ramps using specialized snow removal equipment. In 2020, the Flagstaff Airport purchased two (2) deicing material spreaders using FAA grant funding for the purposes of dispensing granular chemicals in efforts to address ice build up on the runways and taxiways. The deicing material sacks weigh 2000 lb. and must to be loaded into the bed of the material spreaders. The telehandler forklift is used to unload the pallets of deicing materials off of shipment trucks, and then used to load the materials into the material spreaders. The purchase of this equipment has been approved by the Fleet Management Committee. This piece of equipment will be crucial in supporting the airport's Snow and Ice Control Plan (SICP).

The telehandler forklift will also be used to move, offload, and reposition attachments, plow blade edges, broom cores, and other equipment needed to support the snow removal equipment and snow and ice control operations.

Financial Impact:

The Airport Section has $115,000.00 budget capacity in the Operating Capital line item for fiscal year 2022-2023 in account 221-07-221-0882-0-4402.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

The purchase of this equipment would support PBB Key Community Priorities and Objectives by: Serving the public by providing high quality customer service, as well as providing effective management of and infrastructure for all modes of transportation through means of removing ice buildup on that airport runways and taxiways.

Carbon Neutrality Plan

Regional Plan

The purchase of this equipment supports the Flagstaff Regional Plan:Goal T.2. Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the purchase contract for one (1) Bobcat Telehandler Forklift from Flagstaff Equipment Co. Inc, in the amount of $113,921.38 (plus taxes); or
2. Direct staff to rent a similar piece of equipment for a greater cost of approximately $3,500 per month; or
3. Not approve the purchase.

Background/History:

The Flagstaff Airport Operations team has researched various methods and equipment to assist with the unloading, repositioning, and loading of deicing materials used for snow and ice control operations. Due to the height of the material spreader vehicles, as well as the weight of the deicing materials, a telescoping (telehandler) forklift was chosen as the safest and most efficient piece of equipment. Staff rented a similar type of equipment for the 2021-2022 winter season and found it to be very effective.

In addition to being used for deicing materials, the telehandler was also used for moving and repositioning snow removal equipment attachments, replacement plow blade edges, broom core parts and other heavy parts and materials. Purchasing this equipment enables the airport to support critical snow and ice control operations. It also eliminates the need to rent a similar piece of equipment that is very costly and the availability is not guaranteed.

Purchasing Section posted an Invitation for Bids (IFB) solicitation for a Telehandler Forklift for Airport on the PlanetBids website September 16, 2022 and advertised the IFB in the Arizona Daily Sun on September 25, and October 2, 2022. There were two (2) bids received and opened electronically on October 6, 2022. A summary of the bids received are identified below. Flagstaff Equipment Co, Inc. was determined to be the lowest responsive and responsible bidder.

Flg Equipment Co. - $113,921.38
Technology International, Inc. - $300,850.00

Key Considerations:

The purchase of this piece of equipment will support snow and ice control operations at the Flagstaff Airport. The purchase of this equipment will also support the Federal Aviation Administration's (FAA) required Snow and Ice Control Plan (SICP) of the Flagstaff Airport. Purchasing this piece of equipment will eliminate the need to rent a similar type of equipment every Winter season.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

The community benefit will be a greater impact to snow and ice control and snow equipment operations at the Flagstaff Airport.

Community Involvement:

None.

Expanded Options and Alternatives:

The alternative for purchasing this equipment is to have staff at the Flagstaff Airport attempt to rent a similar piece of equipment for the entire Winter season at a cost of approximately $3,500.00 a month. The availability and reliability of renting a similar piece of equipment is very concerning and could cause interruptions snow and ice control operations at the Flagstaff Airport.

Attachments: Contract
Photo

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. MS-2023-02

This Contract is made and entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Flagstaff Equipment Co., Inc, an Arizona Corporation ("Contractor").

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

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

Telehandler Forklift for Airport

and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: The Contractor shall be compensated **one-hundred thirteen thousand nine hundred twenty-one dollars and thirty-eight cents ($113,921.38)** for the materials provided pursuant to the Bid schedule identified in the Scope of Work attached hereto as *Exhibit A*. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

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

4. Contract Term: Scope of Work to be completed during the current fiscal year, prior to June 30, 2023.

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

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

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

To Contractor:
Chuck Clanton
Flagstaff Equipment Company, Inc
500 N. Grant Street
Flagstaff, AZ 86004
chuck.fec@flagequip.com

With a copy to:
Timothy Skinner
Airport Operations/ARFF
City of Flagstaff
6200 S Pulliam Dr.
Flagstaff, AZ 86005
TSkinner@flagstaffaz.gov

With a copy to:

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

CONTRACTOR:

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

Telehandler Forklift for Airport

BACKGROUND: The Flagstaff Pulliam Airport is seeking a telehandler forklift to add to the snow removal equipment fleet for the purposed of unloading de-icing chemicals off of delivery trucks and loading deicing chemicals into material spreader trucks.

MATERIALS AND/OR SERVICES: The City seeks to purchase, and Contractor will supply: one (1) telehandler forklift. The equipment must include the following components:

7000 lbs. weight capacity at full height

Minimum height of 22 ft.

Minimum reach of 12ft.

3200 lbs. weight capacity at full reach (max extension)

Fully enclosed cab for winter operations and loading of deicing chemicals

All-wheel steer

Must include forks with attachment

SCHEDULE: No schedule at this time.

SPECIAL TERMS AND CONDITIONS: Reserved.

SPECIFICATIONS: Reserved.

COMPENSATION: As approved by the parties in the resulting Contract.

CITY OF FLAGSTAFF
Telehandler Forklift for Airport
BID NUMBER MS-2023-02

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A*, FOR REQUIRED MATERIALS. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL MATRERIALS SPECIFIED IN THIS SOLICITATION

RATE FOR A TELEHANDLER FORKLIFT

MATERIALS	**COST**
Telehandler Forklift for Airport	$ 101101.76
Taxes & Freight	$ 12819.62

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low Bid)

Chuck Clanton
Signature of Person Authorized to Sign Bid

SALES MANAGER
Title

CHUCK CLANTON
Printed Name

9/29/22
Date

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated October 18, 2022)

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

IN GENERAL

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

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

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

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

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

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

MATERIALS

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

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

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

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

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise

specified by the City. C.O.D. shipments will not be accepted.

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

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

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

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

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

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

PAYMENT

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

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

    Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. **FEDERAL EXCISE TAXES**: The City is exempt from paying certain Federal Excise Taxes and will

furnish an exemption certificate upon request.

22. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

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

SERVICES

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

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

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

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

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

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

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

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

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

39. NETWORK SECURITY AND PRIVACY LIABILITY: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees,

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

CONTRACT CHANGES

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

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

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

43. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

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

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

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

based on sexual orientation, or gender identity or expression.

49. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

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

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

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state

insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

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

58. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

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

MISCELLANEOUS

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

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

62. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

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

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

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

67. **FORCE MAJUERE:**

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

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

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

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

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

70. FORCED LABOR OF ETHNIC UYGHURS: If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

Bobcat

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Approval of Final Plat: Request from TLC PC Golf, LLC, for Final Plat approval for Club Cabin Condominiums Unit 2 at the Estates at Pine Canyon Unit 1—a three-unit residential condominium subdivision on 10.88 acres at 3000 S. Clubhouse Circle.

STAFF RECOMMENDED ACTION:

Approve the Final Plat and authorize the Mayor to sign the Final Plat and City/Subdivider Agreement when notified by staff that all documents are ready for signature and recordation.

Executive Summary:

This is a request for Final Plat approval for a three-unit residential condominium subdivision known as Club Cabin Condominiums Unit 2 at the Estates at Pine Canyon Unit 1 located at 3000 S. Clubhouse Circle on 10.88 acres in the R1 (Single-Family Residential) Zone.

Financial Impact:

No financial liabilities are anticipated by the approval of this Final Plat.

Policy Impact:

There are no policy impacts affiliated with this Final Plat.

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

Carbon Neutrality Plan

- DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

PBB Key Community Priorities/Objectives

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

Flagstaff Regional Plan

- Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.

- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

Has There Been Previous Council Decision on This:

- City Council approved the Preliminary Plat for the Club Cabin Condominiums Unit 2 at the Estates at Pine Canyon Unit 1 on March 3, 2021.
- City Council approved the Final Plat for the Club Cabin Condominiums at the Estates at Pine Canyon Unit 1 on September 17, 2019, a four-unit residential condominium subdivision on the same parcel as the Club Cabin Condominiums 2 Preliminary Plat. City Council approved the Preliminary Plat for the Club Cabin Condominiums at the Estates at Pine Canyon Unit 1 on August 27, 2019.

Options and Alternatives:

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

Background/History:

On December 4, 2020, the Inter-Division Staff approved a Site Plan for three new 5,096 sq. ft., detached residential units (PZ-20-00139-02) on Tract K of the Estates at Pine Canyon Unit 1 subdivision plat. Civil plans for these three cabins are currently under review, and Building Permit applications will be submitted shortly. New water service and a fire hydrant have been provided for this project.

The three cabins in this application are in addition to four cabins on Tract K that previously received Site Plan approval in 2016 (PZ-15-00111-02) and were subsequently platted as condominiums (PZ-18-00168-02). Four of the seven cabins are finished, and several are under construction.

Key Considerations:

The 2020 Site Plan approval of the project signifies it complies with the standards in Title 10: Zoning Code and Title 13: Engineering Design Standards and Specifications for New Infrastructure. However, the developer has opted to create a condominium plat to separate ownership of each unit from ownership of the land beneath. In this case, the units are defined as the airspace extending 40’ above the building footprint. The airspace includes all components of each structure, including porches and balconies. Shared areas such as the sidewalks and the parking area are considered “common elements.”

The three proposed units also comply with the regulations in Title 11: General Plans and Subdivisions, as evidenced by Inter-Division Staff approval of the Preliminary Plat on December 4, 2020.

Community Benefits and Considerations:

The Club Cabin Condominiums Unit 2 at the Estates at Pine Canyon Unit 1 will provide a place to stay for Pine Canyon members and their families, and prospective Pine Canyon residents.

Community Involvement:

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

Attachments: Final Plat
Final Plat Application
City/Subdivider Agreement

FINAL PLAT
FOR
CLUB CABIN CONDOMINIUMS UNIT 2
AT THE ESTATES AT PINE CANYON UNIT 1

LOCATED ON TRACT K THE ESTATES at PINE CANYON UNIT 1, CASE 8 MAP 92, COCONINO COUNTY RECORDS LOCATED IN SECTION 34, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA

DEDICATION:

STATE OF ARIZONA
COUNTY OF COCONINO } SS.

KNOW ALL MEN BY THESE PRESENTS: THAT TLC PC GOLF LLC, AN ARIZONA LIMITED LIABILITY CORPORATION HEREBY PUBLISHES THIS PLAT AS AND FOR THE CLUB CABIN CONDOMINIUMS UNIT 2 AT THE ESTATES AT PINE CANYON UNIT 1, A SUBDIVISION OF PORTIONS OF TRACT K THE ESTATES AT PINE CANYON UNIT 1 AS RECORDED IN CASE 8 MAP 92, RECORDS OF COCONINO COUNTY, SITUATE IN SECTION 34, T 21 N R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES DIMENSIONS AND MEASUREMENTS OF THE LOTS CONSTITUTING SAME AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

IN WITNESS WHEREOF: TLC PC GOLF L.L.C., HAS CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS REPRESENTATIVE, THEREUNTO AUTHORIZED.

DONE AT _____, ARIZONA, THIS ____ DAY OF _____ 20___,

BY:_____
MR. PETER BURGER (AUTHORIZED AGENT)

ACKNOWLEDGMENT:

STATE OF ARIZONA
COUNTY OF COCONINO } SS.

ON THIS THE _____ DAY _____ 20___, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, MR. PETER BURGER, AUTHORIZED AGENT OF TLC PC GOLF L.L.C. AN ARIZONA LIMITED LIABILITY CORPORATION, WHO ACKNOWLEDGED BY SELF TO REPRESENT TLC PC GOLF L.L.C, AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

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

_____ (NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____

CITY OF FLAGSTAFF
It is hereby certified that this plat has been officially approved for record by the Council of the City of Flagstaff, Arizona on the _____ day of _____, 20___

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

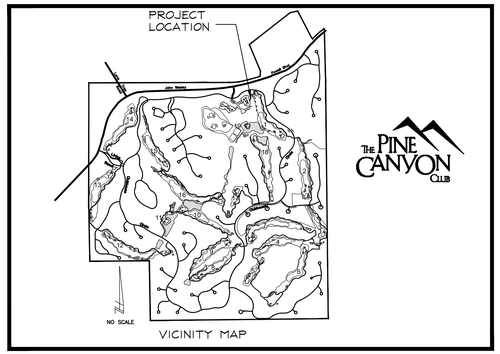
It is hereby certified that this plat has been officially approved for record by the City Engineer and the Planning Director, City of Flagstaff, Arizona on the _____ day of _____, 20_

BY:_____
PLANNING DIRECTOR

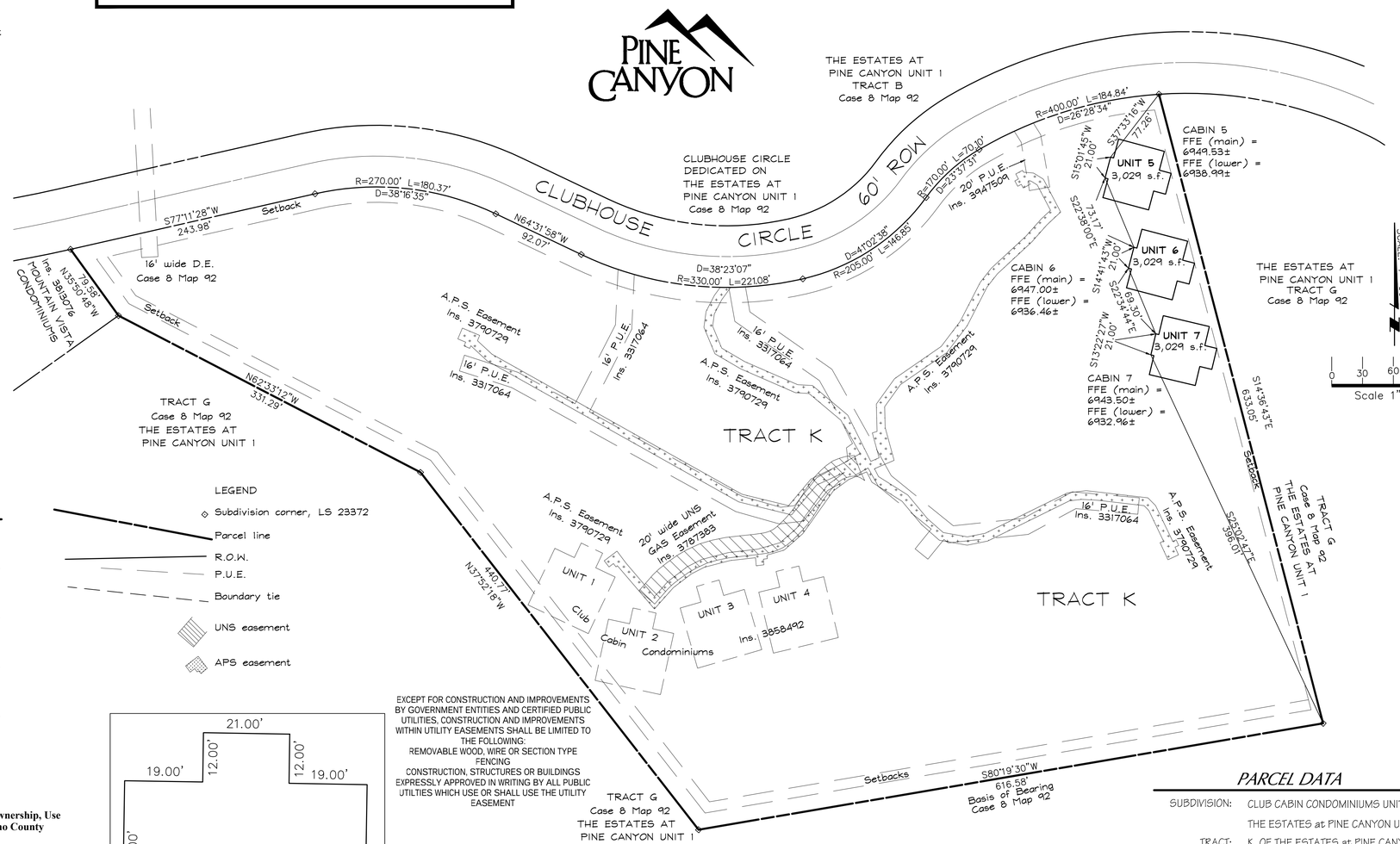
BY:_____
CITY ENGINEER

UTILITY COMPANY ACKNOWLEDGMENT

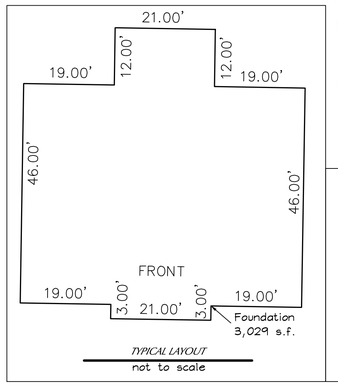
UNISOURCE ENERGY	DATE
CENTURYLINK	DATE
ARIZONA PUBLIC SERVICE	DATE
SUDDENLINK	DATE



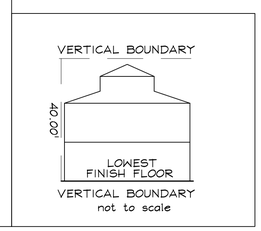
VICINITY MAP



LEGEND
- Subdivision corner, LS 23372
- Parcel line
- R.O.W.
- P.U.E.
- Boundary tie
- UNS easement
- APS easement



TYPICAL LAYOUT
not to scale



not to scale

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENT ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO THE FOLLOWING:
REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING
CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILTIES WHICH USE OR SHALL USE THE UTILITY EASEMENT

Use and Ownership Restrictions as described in that certain document titled Declarartion of Ownership, Use & Occupancy Restrictions Pine Canyon Golf Club - Club Cabins Unit 1 recorded in the Coconino County Recorders Office, Instrument 3864317.

(a)Use Restrictions. Units may only be used or occupied by: (i) Pine Canyon Owners and Pine Canyon Club Members, and their families and invited guests; and (ii) invite only "Discovery Visits" for prospective Club Members and members of the public with a demonstrated interest in purchasing a Lot within the Pine Canyon Community. No single stay may exceed 28 contiguous days.

(b)Ownership Restrictions. Units may only be owned by: (i) the Pine Canyon Club; or (ii) Pine Canyon Club Members. Units may be: (i) transferred between Pine Canyon Club Members; or (ii) if a Unit owner dies or surrenders the underlying Club Membership for any reason, the Unit may be transferred or willed to a Club Member (collectively, "Permitted Transfers").

(c) **Maintenance and Repair**. The Pine Canyon Club shall be responsible for overseeing the operation, maintenance and repair of each Unit.

(d)**Insurance**. The Pine Canyon Club shall be responsible for coordinating casualty and general liability insurance with respect to each Unit.

(e)**Enforcement**. The City shall have the right to enforce the covenants and restrictions set forth in Paragraphs (a) and (b), above.

CIVIL ENGINEER OF SUBDIVISION

THE PREPARATION OF ENGINEERING DRAWINGS FOR THIS SUBDIVISION HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC., 411 W. SANTA FE AVE., FLAGSTAFF, AZ. 86001
MR. ROBERT D. BEGLEY (CERTIFICATE No. 29312)
MR. ROBERT C. IMPELLITIER (CERTIFICATE No. 22196)

TRACT K

TRACT K OF THE ESTATES at PINE CANYON UNIT 1, CASE 8 MAP 92, COCONINO COUNTY RECORDS. TRACT K WAS RESERVED BY THE OWNER AND DEVELOPER FOR GOLF COURSE OR ASSOCIATED USES. TRACT K WAS RESERVED FOR PINE CANYON GOLF CLUB.

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.

PARCEL DATA

SUBDIVISION:	CLUB CABIN CONDOMINIUMS UNIT 2 @ THE ESTATES at PINE CANYON UNIT 1
TRACT:	K OF THE ESTATES at PINE CANYON UNIT 1
PARCEL ADDRESS:	3000 CLUBHOUSE CIRCLE
APN NUMBER:	105-10-497
TOTAL ACREAGE:	10.881±
EXISTING USE:	CLUBHOUSE & CAMP PINE CANYON
PROPOSED USE:	CLUB CABIN CONDOMINIUMS
ZONING:	R1 - SINGLE FAMILY RESIDENTIAL
OWNER/DEVELOPER:	TLC PC GOLF LLC 1201 E. JOHN WESLEY POWELL BLVD. FLAGSTAFF, AZ 86005 (928)779-5700

SURVEY WAS PERFORMED IN JANUARY OF 2014 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 1 OF 1

COF PROJECT #

Mogollon Inc ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

11/15/22
MES# 15169

FINAL PLAT
CLUB CABIN CONDOMINIUMS UNIT 2
at ESTATES AT PINE CANYON UNIT 1

DATE: 11/15/22
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PROJECT NO. 15169
FN: FPLAT-2.dwg
VERT SCALE:
HOR SCALE: 1"=60'
REVISIONS: 11/15 add FFE

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

SUBD

Application for Subdivision Review

Date Received		File Number

Property Owner(s) TLC PC GOLF LLC		**Phone** 779-5700
Mailing Address 1201 E. J.W. Powell Blvd	**City, State, Zip** Flagstaff AZ 86005	**Email**
Applicant(s)		**Phone**
Mailing Address	**City, State, Zip**	**Email**
Project Representative Mike Romelfanger		**Phone** 808-855-5380
Mailing Address	**City, State, Zip**	**Email** mromelfanger@symmetrycompanies.com

Requested Review:
- ☐ Development Master Plan
- ☐ Conceptual Plat
- ☐ Preliminary Plat P&Z and Council
- ☐ Modified Subdivision
- ☐ Preliminary Plat
- ☒ Final Plat- Council

Project Name:	**Site Address**	**Parcel Number**
ClubCabin Condominiums 2	3000 Clubhouse Circle	105-10-497

Proposed Use	**Existing Use**	**Subdivision, Tract & Lot Number**
condominiums	clubhouse	Tract K, Pinecanyon Unit 1

Zoning District	**Regional Plan Category**	**Flood Zone**	**Size of Site (Sq. ft. or Acres)**
R1	suburban	X	

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☐ Yes ☒ No Subject property is undeveloped land?

Surrounding Uses	**North**	**South**	**East**	**West**
(Res, Com, Ind)	vacant	res	res	res

Proposed Use:	**Number of Lots**	**Number of Units**	**Number of acres per use**	**Building Square Feet**
Condominium	3	3	3.6 acres / unit	9087

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

Property Owner Signature: (required)	**Date:**	**Applicant Signature:**	**Date:**
Mike Romelfanger	9/29/22		

For City Use

Date Filed:	**Case Number (s)**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	**Action By City Council:**
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	**Planning**	**Engineering**	**Fire**	**Public Works/Utilities**	**Stormwater**

CITY/SUBDIVIDER AGREEMENT
CITY OF FLAGSTAFF, ARIZONA

This Agreement is entered into by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State of Arizona, hereinafter referred to as CITY; and TLC PC GOLF LLC Subdivider, hereinafter referred to as SUBDIVIDER.

W I T N E S S E T H

WHEREAS, TLC PC GOLF LLC (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as ClubCabin Condominiums Unit 2; and

WHEREAS, CITY is agreeable to accepting said subdivision as proposed; providing that the subdivider constructs the subdivision in accordance with City standards and as set forth in the approved tentative plat, and while fulfilling the obligations set forth below, which the subdivider hereby assumes; and

WHEREAS, building permit(s) is (are) required and will be issued following execution of this agreement;

NOW, THEREFORE, in consideration of the subdivision and the mutual covenants of the parties hereinafter expressed, the parties hereto agree as follows:

1. SUBDIVIDER agrees to construct all improvements in conformance with the CITY'S Subdivision Regulations and the "General Construction, Standards and Specifications" of the CITY, and to employ a responsible supervisor.

2. SUBDIVIDER further agrees to dedicate all streets and rights-of-way to the CITY for public use and to offer all public improvements to the CITY for acceptance into the CITY system.

3. The CITY agrees to accept the Subdivision as platted and to accept ownership of public improvements upon their completion and approval by the CITY.

4. In the event that the CITY should be required to institute any action for the enforcement of this agreement, SUBDIVIDER, shall be required to pay a reasonable attorney's fee in addition to all other costs assessed in any such action.

IN WITNESS WHEREOF, the parties herto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year herein written.

(Signed):

Subdivider/Title

Authorized Agent
Subdivider/Title

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this 27 day of January, 2022 by Peter Borgek.

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

SWANIE SACCENTE
Notary Public
Commission Number 581002
Expires: April 21, 2024
Maricopa County

Notary Public

My Commission expires:

Dated this _____ day of _____,
19_____ in Flagstaff, Coconino County, Arizona.

By: _____
Mayor

ATTEST:

_____
City Clerk

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Matthew Morales, Project Manager
Co-Submitter:	Scott Overton
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Approval of Contract: Contract for Materials and Services to CTS Civil, LLC for grinding, hauling, and stockpiling green waste in the amount of $198,000.00.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Materials and Services with CTS Civil, LLC, for grinding, hauling, and stockpiling green waste in the amount of $198,000.00; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Cinder Lake Landfill (CLL) receives trees, shrubs, limbs, and stumps (also known as green waste) from residents and commercial customers. Since 2006, green waste has been mechanically shredded (ground) by landfill staff and used as an additive to soil cover. In 2020 and the years since, the landfill scales recorded dramatic tonnage increases in green waste delivery. Existing landfill staff and personal have struggled keeping up with the grinding operation due to work volume and tasks to complete daily landfill operations.

The 2-acre stockpile is suspected to have caused the area underneath to settle and promote pooling of rainwater below. In June 2020, the Arizona Department of Environmental Quality (ADEQ) issued a notice of violation and the concern was addressed by city staff reducing the loading concern. Staff implemented minor corrections in the immediate area of concern, but the 2022 monsoon season confirmed that a more aggressive approach was necessary. Removing the stockpile of green waste will allow staff to divert water from the site and eliminate pooling in the immediate area.

Staff proposes to hire CTS Civil, LLC to grind, haul, and stockpile the existing quanity of green waste to a location on-site where it will not effect stormwater conveyance.

Financial Impact:

This was not an approved item in the FY 2022-2023 budget. However, commercial green waste revenues over the past two years ($219,000) will cover the cost of the proposed Contract. This Contract will not affect any projects that were already approved for the FY 2022-2023 Solid Waste budget. As an unbudgeted need, this Contract was approved by the budget team in October, 2022.

Policy Impact:

Improvement of the site and processing of the green waste will result in a large quantity of green waste chip material. The green waste program is being evaluated for continued success and may need to be modified for a more sustainable operations into the future. This program clearly has community popularity and strong use and staff will be looking into the operations needs for future years.

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

Priority Based Budget Key Community Priorities and Objectives

Priority Based Budget Key Community Priorities and Objectives

High Performance Governance

- Serve the public by providing high quality customer service
- Enhance the organizations fiscal stability & increase efficiency and effectiveness

Safe & Healthy Community

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Sustainable, Innovative Infrastructure

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Provide effective management of and infrastructure for all modes of transportation.
- Facilitate and develop carbon-neutral energy opportunities.

Environmental Stewardship

- Promote, protect, & enhance a healthy, sustainable environment & its natural resources.
- Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities.
- Strengthen flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems.

Carbon Neutrality Plan

Community Resilience
CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Equitable Systems
Design Targeted climate policies and programs to serve vulnerable communities first

Sustainable Consumption and Waste Management
MM-2: Encourage sustainable consumption.

Regional Plan

Goal E.2 - Expand production and use of renewable energy.

Goal PF.1 - Work across all government operations and services to prepare for the impacts of natural and human caused hazards.

Goal PF.2 - Provide sustainable and equitable public facilities, service, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

There are no previous City Council decisions on this item.

Options and Alternatives:

1. Approve the Contract for Materials and Services with CTS Civil, LLC in the amount of $198,000.00; or
2. Continue to grind green waste on site using city staffing and resources; or
3. Remove unprocessed green waste and bury it in the Cinder Lake Landfill.

Background/History:

Since 2006 Cinder Lake Landfill has been shredding (aka grinding) green waste as a beneficial amendment to disposed paper millings from the SCA Tissue plant (no longer in operation). The mixture of ground green waste and paper millings from SCA Tissue still provide a valuable source of alternative daily cover (aka ADC) for the Cinder Lake Landfill.

The Cinder Lake Landfill grinder is a 600-horsepower low-rpm, high-torque machine that can grind stumps up to six-feet in diameter. The average processing rate is 80 tons per hour and the unit can typically run for three hours before routine operations and maintenance is required. The average cost to operate the machine is $258 per hour (2018).

Historically, green waste disposal volumes were manageable enough to process in-house. However, over the past three years a noticeable increase in green waste disposal occurred (see Table 1 below).

Table 1-Greenwaste Disposal Trends at Cinder Lake Landfill

Fiscal Year	Green Waste Disposal (tons)
FY 17	479
FY 18	528
FY 19	504
FY 20	1,093
FY 21	1,780
FY 22	3,304

To grind the existing pile of green waste would take approximately Cinder Lake Landfill staff approximately 230 days (based on typical production rates and routine maintenance on the grinder).

On September 13, 2022, the Purchasing Section posted an Invitation for Bids (IFB) solicitation for green waste removal services on the PlanetBids website and advertised the IFB in the Arizona Daily Sun on September 18, and 25, 2022. There were five (5) bids received and opened electronically on September 29, 2022. A summary of the bids received are identified below. CTS Civil, LLC was determined to be the lowest responsive and responsible bidder.

CTS - $198,000.00
Rummel Construction - $212,852.00
Joe Dirt - $220,000.00
Southwest Sitework - $269,000.00
Smithco - $427,000.00

Key Considerations:

1. Staff has been collaborating with ADEQ toward an integrated approach for mitigating stormwater runoff at the site. In the fall of 2021, operations staff re-graded discrete portions of the site where runoff could be contained. However, the 2022 summer monsoon resulted in additional runoff issues at a location just above the site. It was determined that the green waste required processing and removal. The manpower required to grind the 2-acre pile would overextend our staff's duties and cost approximately $258/hour (2018 study) and take 230 days to complete. Therefore, hiring a qualified contractor such as CTS Civil, LLC will expedite removing the stockpile of green waste and maintain compliance.

2. Capital re-investment for new equipment (grinder and front-end loader) would be approximately $1.25 million, with no payback period in the foreseeable future.

3. Commercial customers are charged the typical fee of $45.75 per ton for disposal of green waste at CLL. Revenues generated from disposal over the past two years (approximately $219,000) will adequately cover the costs for a third party to process and haul the material.

4. Green waste has proven to be essential amendment to the Cinder Lake Landfill's daily cover needs. It is also accepted through the City residential bulky trash collection and firewise programs.

5. The stockpile of paper millings will diminish in approximately three years and there is already a surplus of ground wood waste on site. Therefore, staff is exploring other beneficial uses of green waste; burial is a last option. Cinder Lake Landfill has already implemented new cover strategies that will extend the life of the landfill by four to six years.

6. CTS Civil, LLC is a company that has specialized in green waste processing and reuse. They currently work for clients such as the City of Tempe and the Maricopa County.

Expanded Financial Considerations:

The trend of increasing green waste disposal is likely to continue unless an alternative market can be realized for the material. Employing additional Operators and purchasing new equipment is not recommended as a long-term solution at this time. Staff continues to research more sustainable operations options as the green waste program will demand evaluation.

Community Benefits and Considerations:

Approval of this Contract for Materials and Services will allow Cinder Lake Landfill to maintain compliance with ADEQ. Meanwhile, the community will benefit by knowing that the City of Flagstaff will continue to provide reliable and safe disposal options for the region.

Community Involvement:

There was no community involvement for this Contract.

Expanded Options and Alternatives:

No expanded options or alternatives are considered for this Contract at this time.

Attachments: Contract

CONTRACT FOR MATERIALS AND SERVICES
FOR THE CITY OF FLAGSTAFF
Contract No. 2023-19

This Contract is entered into this _____ day of _____, 2022 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and CTS Civil, LLC, an Arizona Limited Liability Company ("Contractor").

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

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

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

   Cinder Lake Landfill 2022 Green Waste Processing, Transporting, and Stockpiling

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

2. Compensation: Contractor shall be compensated in a not to exceed amount: **one hundred ninety-eight thousand dollars and zero cents ($198,000.00)** for the materials and/or services provided pursuant to the Bid schedule identified in the Scope of Work attached hereto as ***Exhibit A***. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

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

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

5. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from City's issuance of the Notice to Proceed.

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

7. Extension or Renewal for Procurement: The City may unilaterally extend or renew this Contract for up to four (4) additional ninety-day terms to allow for procurement processes upon the completion of the term of the Contract. The City Manager or his designee (the Purchasing Director) shall have authority to approve extension on behalf of the City.

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

To Contractor:
Justin Perry
CTS Civil, LLC
P.O. Box 481
Higley, AZ 85236
justin@ctsgreenwaste.com

With a copy to:
Matt Morales
Project Manager Public Works
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Matthew.Morales@flagstaffaz.gov

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

CONTRACTOR

_____

Print name: _____

Title: _____

CITY OF FLAGSTAFF

_____

Print name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK, BID SCHEDULE & MAPS

Cinder Lake Landfill Green Waste Processing and Stockpiling

The Cinder Lake Landfill (CLL) has approximately 2 acres of trees, shrubs, limbs, and stumps (also known as green waste) that has historically been grinded and used as an additive to soil cover. Currently there is a surplus of green waste at CLL. The green waste needs to be grinded and stockpiled in a pit located approximately 0.6 miles away from the stockpile.

Cinder Lake Landfill
6770 E. Landfill Rd.
Flagstaff, AZ 86004

Scope of Work:

- The Contractor shall process (grind or chip) approximately 2 acres of green waste (See map below).
- Grinded green waste (end-product) shall meet the minimum specifications:
    - Ground/chipped wood waste particles shall be a maximum of 6 inches long and 2 inches thick
- The Contractor shall transport the end-product approximately 0.6 miles (one way) northeast of the green waste stockpile area (See map below).
- Waste material shall be the responsibility of the contractor to dispose at Cinder Lake Landfill. There is no requirement to weigh the amount of waste provided it is affiliated with the project. Solid Waste fees shall not be charged on the waste product provided the material is related to the project.
    - Pine needles and leaves are not considered a necessary component of the end-product. Therefore, the Contractor may divert pine needles and leaves into separate stockpiles as a waste material.
- The Contractor is responsible maintaining (minimizing the affected footprint), processing, and transporting green waste throughout the project.
- The Contractor is advised green waste may contain materials other than woody debris, such as (but not limited to):
    - Rock
    - Lumber
    - Metal and Construction Debris
    - Other Solid Waste

- The Contractor shall complete the project within 15 business days. Allowance may be negotiated for weather delays or mechanical issues.

- The end-product is solely the property of the City of Flagstaff. The Contractor shall not remove or sell the end-product.

- The Contractor shall start the project within thirty (30) days of the Notice to Proceed.

- The footprint of the green waste processing area is shown in the maps below. While it is not required to fence the area, the Contractor may choose to install temporary barriers or delineators to protect the public from the work zone. However, the Contractor shall not restrict nor block the flow of traffic during normal business hours.

- Water is available upon request from an on-site below ground water reservoir. The Contractor shall be responsible for providing a water truck, as necessary, to keep dust emissions below 40% opacity according to the Cinder Lake Landfill Air Quality Permit. Landfill staff reserve the right to monitor the operation throughout the entirety of the project.

- Cinder Lake Landfill is open Monday through Friday from 7:00am to 4:30pm and Saturday from 7:00am to 4:00pm.

CITY OF FLAGSTAFF
Cinder Lake Landfill 2022 Green Waste Processing, Transporting, and Stockpiling
BID NUMBER 2023-19

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A*, AND SPECIFICATIONS ATTACHED TO THE SCOPE OF WORK, FOR REQUIRED MATERIALS. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL MATERIALS SPECIFIED IN THIS SOLICITATION

RATE FOR GREEN WASTE PROCESSING, TRANSPORTING, AND STOCKPILING SERVICE	COST
	$198,000.00

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low Bid)

Signature of Person Authorized to Sign Bid

Justin Ferry
Printed Name

member | manager
Title

9-27-2022
Date

Exhibit A-Maps (Not to Scale)

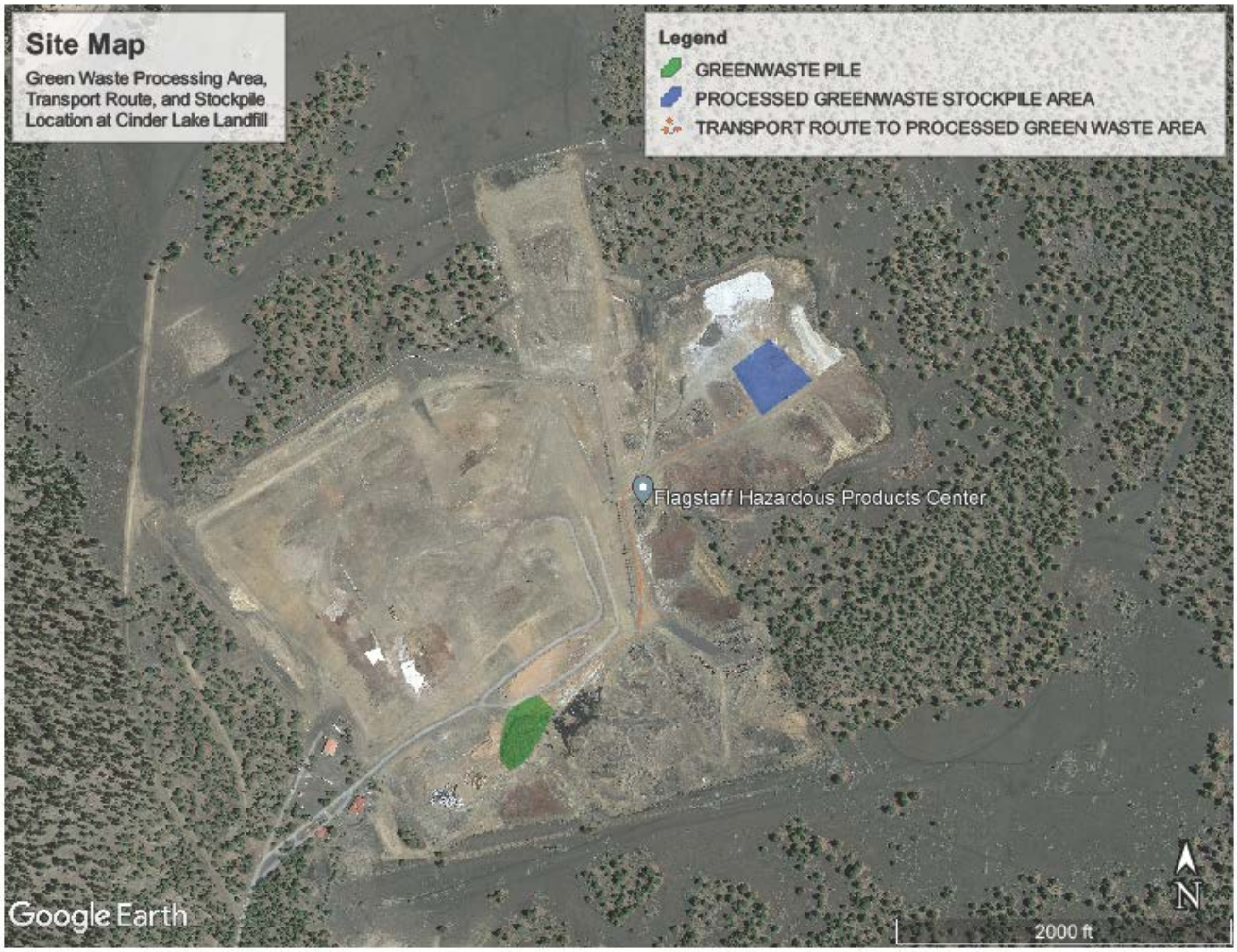


Exhibit A Continued-Maps (Not to Scale)

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated October 18, 2022)

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

IN GENERAL

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

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

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

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

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

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

MATERIALS

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

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

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

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

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be

clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

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

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

14. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

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

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

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

PAYMENT

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

19. LATE INVOICES: The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment

insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

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

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

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

SERVICES

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

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

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

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

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

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

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

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

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for

any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

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

CONTRACT CHANGES

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

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

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

43. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

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

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

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

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

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

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

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

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

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

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

MISCELLANEOUS

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

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

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

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

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

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

67. FORCE MAJUERE:

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

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

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

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

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

70. FORCED LABOR OF ETHNIC UYGHURS: If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated March 23, 2022)

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

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

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

   Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form	
General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000
b. Umbrella Coverage	$2,000,000
c. Automobile Liability	
Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000
d. Workers' Compensation and Employer's Liability	
Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000
~~e. Professional Liability~~	~~$2,000,000~~
~~f. Network Security and Privacy Liability~~	
~~Per claim~~	~~$2,000,000~~
~~Annual Aggregate~~	~~$2,000,000~~

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

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

6. OTHER INSURANCE REQUIREMENTS: The insurance policies shall contain, or be endorsed to contain, the following provisions:

a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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

7. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. ACCEPTABILITY OF INSURERS: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. CERTIFICATES OF INSURANCE: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. POLICIES: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

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

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Senior Deputy City Manager
Co-Submitter:	Alan Keay, Human Resources Manager and Patrick Brown, Purchasing Director
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Approval of Contract: First Amendment to the Contract for Professional Services with Lancaster Leadership, LLC for On-Call Organizational Consulting, Facilitation and Training Services for an additional amount of $60,000.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Contract for Professional Services with Lancaster Leadership, LLC for On-Call Organizational Consulting, Facilitation and Training Services for an additional amount of $60,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff has been preparing to implement a pay for performance evaluation methodology following the implementation of the compensation study in fiscal year 2021-2022.

Human Resources conducted a request for proposal process in 2019 for on-call organizational consulting, facilitation, and training services. Lancaster Leadership, LLC was selected for the on-call services list as a result of that formal solicitation process. Human Resources has selected Lancaster Leadership, LLC to lead the citywide training on performance evaluations. This training program will include:

- training kick-off for 150 evaluating supervisors in a remote session to discuss pay for performance;
- phase I of 10 half day training sessions to discuss managing the employee performance lifecycle, how to best use the tools provided, completing evaluations timely, and the rating scale
- phase 2 of 10 2-hour sessions of group coaching to help reinforce practice and implementation of what was shared in training
- phase 3 of 10 half day training sessions to continue reinforcing change in performance management culture and pay for performance

Lancaster Leadership, LLC will design this training specifically based on the City's policies, procedures, forms, and evaluation criteria. Their expertise in leadership, performance management, coaching, and behavior change will be key in transitioning to a pay for performance system.

Financial Impact:

Human Resources has a citywide training budget and this funding is included in account 001-01-01-0024-1-4263.

Policy Impact:

There would not be any policies impacted by hiring Lancaster Leadership, LLC to conduct this training.

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

Priority Based Budget Key Community Priorities and Objectives

- Implement innovative local government programs, new ideas and best practices; be recognized as a model for others to follow
- Become an employer of choice and provide employees with the necessary tools, training, and support

Has There Been Previous Council Decision on This:

No.

Attachments: First Amendment
Exhibit A-1 - Scope of Work

FIRST AMENDMENT

City of Flagstaff
Contract for Professional Services
Lancaster Leadership, LLC

On-Call Organizational Consulting, Facilitation and Training Services

Contract No. 2019-48

This First Amendment ("First Amendment") to the fully executed Contract for Professional Services No. 2019-48 dated June 10, 2019 ("Contract") for **On-Call Organizational Consulting, Facilitation and Training Services** is made and entered into this ___ day of _____, 2022, by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Lancaster Leadership, LLC, an Arizona limited liability company ("Contractor").

The Contract is hereby amended as shown below (additions identified by ALLCAPS and deleted text identified by a strike-through).

Recitals

A. …by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Lancaster LEADERSHIP ~~Consulting~~, LLC, an Arizona LIMITED LIABILITY company ("Contractor").

Paragraph 1. Scope of Work

Contractor shall provide the consulting, facilitation and training services described as follows:

ON-CALL ORGANIZATIONAL CONSULTING, FACILITATION AND TRAINING SERVICES

and as more specifically described in the scope of work attached hereto as *Exhibit A* AND THE AMENDED SCOPE OF WORK ATTACHED HERETO AS *EXHIBIT A-1.*

Paragraph 2. Compensation

THE COMPENSATION PAID TO CONTRACTOR WILL INCLUDE AN ADDITIONAL SIXTY THOUSDAND DOLLARS ($60,000) FOR THE ADDITIONAL SERVICES IDENTIFIED IN THE **SCOPE OF WORK**, ATTACHED HERETO AS *EXHIBIT A-1.*

All other provisions of the Contract shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above. This First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

CONTRACTOR

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Exhibit A-1

Scope of Work

A performance and feedback academy and plan is a tool to help leaders influence employee mindset and behavior that are in alignment with organizational goals. A pay-for-performance plan has the ability to be transformational rather than just transactional. What sets Lancaster Leadership apart is our unique transformational approach that addresses the cultural goals and impact when rolling out change of any kind.

Performance & Feedback Academy Goals:

- Increased employee engagement
- An enhanced workplace culture where feedback is sought and openly given
- Improved Performance Evaluation Program with concrete action steps
- Provide a training program for supervisors for successful implementation

Lancaster Leadership will walk your organization through a 3-phase process with two primary goals; to elicit employee involvement in the co-creation of the pay-for-performance plan and provide supervisor training on the skills and tools needed to implement the plan. At the end of this process, your organization will have a clear and actionable plan to address performance needs. As part of the process, Lancaster Leadership will deliver supervisor training on developing the culture and skills for the performance plan. Lancaster Leadership will also provide resources like checklists to ensure the successful implementation of the performance plan.

Lancaster Leadership will provide programming described below for eight cohorts to be completed in person during the months of March and May of 2023.

3220 W. Dannielle, Flagstaff, AZ 86001
928-607-2041
julie@lancasterleadership.com
www.lancasterleadership.com

Introduction session (remote)

1 session for all (45 minutes)

March 24th from 1pm – 2pm

Phase 1 (in-person)

8 1/2 day training sessions (3.5 hour sessions)

April 4th (cohorts 1&2)

April 5th (cohorts 3&4)

April 6th (cohorts (5&6)

April 7th (cohorts (7&8)

Phase 2 (remote)

8 group coaching sessions (2-hour sessions)

April 26th (cohorts 1&2)

April 27th (cohorts 3&4)

May 3rd (cohorts 5&6)

May 4th (cohorts 7&8)

Phase 3 (in-person)

8 1/2 day training sessions (3.5 hour sessions)

May 11th (cohorts 1&2)

May 12th (cohorts 3&4)

May 16th (cohorts 5&6)

May 17th (cohorts 7&8)

Introduction Session

This session is designed to ensure all participants are clear about the goals and intentions of the pay-for-performance initiative. The City Manager will address the participants at this session and the Lancaster

Leadership facilitators will be introduced with an overview of the three-phase process for the pay-for-performance plan.

Phase One: The Engaged Leader

In this half-day session, participants will learn researched strategies for creating culture change with supportive leadership practices. Participants will also co-create solutions on the following topics:

- Participant discussion on current evaluation challenges for buy-in
- Understanding the Pay for Performance Evaluation Process and its impact on employees and the organization
- Coaching & recognition strategies for effective 1:1s
- Building rapport and resilient relationships for cultural change
- Creating a feedback culture for increased accountability
- Co-Create accountability steps for untimely evaluations

Phase Two: How to Rate

This session will be focused on creating cohesion on the observable behaviors that align with each rating. The session will also build consensus on redefining the expectations for supervisors and employees on the prevalence of each rating. A portion of this session will be for developing the tools and strategies necessary for successful evaluations. The following topics will be addressed:

- Review competencies for evaluation
- Define criteria for employee behaviors that receive a 3, 4, and 5
- Develop expectations to be communicated with employees
- Successful corrective feedback conversations that are in alignment with initiative goals (role-playing)
- Journaling/notetaking for timely evaluations with examples for ratings

Phase Three: Concrete Follow Through

In this session, participants will combine their experience, with learned tools, and researched recommendations to co-create an action plan with SMART goals, actions steps, timelines, and clear next steps. This session also includes the development of recommendations for communication of the pay-for-performance initiative.

- Rolling out change and getting buy-in
- Mentoring, shadowing, and succession planning
- Co-create clear action steps for timely evaluations with SMART goals
- Map out the evaluation timeline month & year
    - Monthly 1-on-1s
    - Schedule evaluations
    - Journal entries
- Develop communication recommendations for the evaluation process

Tools & Resources

The following documents will be created by Lancaster Leadership and provided at the conclusion of the in-person sessions.

- Document creation of decisions, notes, and the action plan created
- Monthly and yearly checklist for evaluations
- Guidance on how to support the evolution of the employee
- Checklist for successful 1:1s and needed documentation

Measurable Outcomes

To ensure the Performance & Feedback Academy and plan is successful, we recommend the below outcomes are measured.

- Reduction in all 5s evaluations
- Increase in 3s in evaluations set as the average
- Supervisors provide examples of behavior to support ratings

- Evaluations are completed in a timely manner
- 85-95% of supervisors are using the journaling tool for more accurate ratings

Pricing

Sub Total: $74,416

Discount: $14,416

Grand Total: $60,000

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brian Huntzinger, Water Production Manager

Date: 11/28/2022

Meeting Date: 12/06/2022

TITLE:

Consideration and Approval of Contract: Contract for Services & Materials with Goble Sampson Assoc., Inc. for a MIOX Mixed Oxidant On-Site Generator in the amount of $60,127.00, plus taxes and fees.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Services & Materials with Goble Sampson Assoc., Inc. for a MIOX Mixed Oxidant On-Site Generator in the amount of $60,127, plus taxes and fees; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Water Production adds chlorine to all water sources in order to maintain water quality throughout the potable water distribution system. At Foxglenn/Sinagua Wells chlorine is added through the use of an on-site mixed oxidant generator made by MIOX. Over the last couple years the current generator has been having multiple issues requiring extensive maintenance and staff time to keep running; lately requiring resetting nearly every other day. This purchase is an in-kind, though upgraded, replacement of the current mixed oxidant generator made by MIOX. Replacing the generator will ensure water productions ability to safely and effectively deliver and maintain water quality.

Financial Impact:

This purchase was unbudgeted in the FY2022-23 budget. Budget appropriation within the Water Fund have been identified in accounts 202-08-301-1020-0-4229 and 202-08-301-1011-0-4224 within water production section budget to fund this purchase.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives:

Sustainable, Innovative Infrastructure:

1. Deliver outstanding services to residents through a health, well maintained infrastructure system.
2. Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.

Carbon Neutrality Plan

CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long term change.

Regional Plan

Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources. Policy WR.2.2 Maintain and develop facilities to provide reliable, safe, and cost effective water, wastewater, and reclaimed water services.

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Has There Been Previous Council Decision on This:

Foxglenn/Sinagua Wellhouse modifications (including generator replacement) were approved by Council on June 16, 2009. However, there most likely have not been council decisions specifically on mixed oxidant generator replacements before.

Options and Alternatives:

1. Approve the purchase of the in-kind replacement MIOX mixed oxidant generator; or
2. Do not approve the purchase and require that staff to pursue other options such as using chlorine gas at EPDS004 (Foxglenn/Sinagua Wellhouse).

Background/History:

In order to maintain water quality within the potable water distribution system water production adds chlorine to all potable water sources or Entry Points to the Distribution System (EPDSs). In most locations chlorine gas is used to provide chlorine to treated source water. Due to the proximity of nearby schools and the public chlorine gas is not used at EPDS004 (Foxglenn/Sinagua Wells) though and instead sodium hypochlorite and other oxidants are generated on-site through a mixed oxidant generator for additional safety. Water Production has been using MIOX on-site mixed oxidant generators for over twenty years. In the late 1990's EPDS004 was initially designed with a MIOX generator when only Foxglenn Well was supplying it. A decade or so later, in 2009 when Sinagua Well was added to the EPDS the MIOX generator in use was replaced with a larger capacity one. The current generator, now 13 years old, has been having multiple issues over the last couple years requiring extensive maintenance and staff time to keep running including: faulting daily on cell overtemp, issues with the metering pump, water float, solenoid and softeners. Replacing the current generator with an in-kind, upgraded, replacement generator will ensure water productions ability to safely and effectively deliver and maintain water quality to the public.

The Procurement Department has worked with Water Services to deemed this purchase proprietary and this product is the only one that can work with our current infrastructure.

Expanded Financial Considerations:

Using an on-site mixed oxidant generator, which requires only electricity, water and salt to operate, alleviates the necessity to purchase chlorine gas, which has increased in cost at least 4 times in the last year from vendors due to supply chain shortages, possible railroad strikes etc.

Attachments: Contract

Exhibit A - Quote

CONTRACT FOR SERVICES & MATERIALS
Contract No. MS-2023-65

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Goble Sampson Associates, Inc., a Utah Corporation ("Contractor").

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

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

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

Mixed Oxidant On-Site Generator

and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: The Contractor shall be compensated ***sixty thousand one hundred twenty-seven dollars $60,127.00*** for the materials provided pursuant to the Bid schedule identified in the Scope of Work attached hereto as *Exhibit A*. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

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

4. Special Terms and Conditions: The Special Terms and Conditions are included in the Scope of Work attached to this contract as *Exhibit A.* To the extent that the Standard Terms and Conditions conflict with the Special Terms and Conditions, the Special Terms and Conditions prevail.

5. Contract Term: Scope of Work to be completed during the current fiscal year, prior to June 30, 2023.

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

7. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

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

To Contractor:

Goble Sampson Assoc., Inc.
1745 S. Alma School Rd. Ste. 275
Mesa, AZ 85210
(480) 969-3667

With a copy to:

Brian Huntzinger
Airport Programs Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
brian.gall@flagstaffaz.gov

With a copy to:

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

CONTRACTOR

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A

SCOPE OF WORK

(see attached quote)

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated October 18, 2022)

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

IN GENERAL

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

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

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

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

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

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

MATERIALS

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

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

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

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

SERVICES

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

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

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

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

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

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

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

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

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

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

CONTRACT CHANGES

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

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

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

43. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the

prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

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

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

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

49. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

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

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

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

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

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

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

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

MISCELLANEOUS

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

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

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

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

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

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

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

67. FORCE MAJUERE:

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

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

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

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

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

70. FORCED LABOR OF ETHNIC UYGHURS: If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the County within five business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated March 23, 2022)

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

1. IN GENERAL: Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

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

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

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage $2,000,000

c. Automobile Liability

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

d. Workers’ Compensation and Employer’s Liability

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

e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

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

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

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

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

   c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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

7. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. ACCEPTABILITY OF INSURERS: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. CERTIFICATES OF INSURANCE: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. POLICIES: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

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

GOBLE SAMPSON ASSOCIATES INC.

PRICE QUOTE

TO: Brian Huntzinger
DATE October 3, 2022
PROJECT: City of Flagstaff- Lake Mary WTP
TERMS: Net 30-days from invoice date. 1-1/2% interest per month charged on delinquent accounts.

GOBLE SAMPSON ASSOCIATES is pleased to offer the following Proposal and Pricing for your review.

QTY DESCRIPTION

(1) On-site generator to produce 15 ppd of mixed oxidant solution with self-cleaning cell Automatic brine pump and water control with Allen Bradley micro logix 1400 plc Controller with 6" color display screen, 208/240 VAC 1 Phase power, 30 amp circuit Breakers required

(1) CP208 twin tower water softener

(1) Supervision of installation by Chemical Feeding Technology

(1) Startup and training by Chemical Feeding Technology

(1) Freight

TOTAL PRICE …….....**$60,127**

Price does not include, taxes, if tax exempt, please provide ID number

.

Prices are firm if Proposal accepted within 30-days from proposal date. Invoices are payable within 30-days from Invoice date. Retentions of any (%) on invoices, backcharges, or liquidated damages, will not be accepted unless pre-approved in writing by an officer of Goble Sampson Associates, Inc. The attached Terms and Conditions become a part of this offer to sell.

ACCEPTANCE:

Purchaser_____

By_____

Date_____

GOBLE SAMPSON ASSOCIATES INC.

TERMS AND CONDITIONS

The following Terms and Conditions are an integral part of Goble Sampson Associates, Inc. attached offer to sell equipment or services stated in this Proposal for use specifically on this project.

A. **SHIPMENT:** Estimated shipment is per Manufacturer's estimate. Goble Sampson Associates, Inc. is not responsible for delay in shipment or delivery of any kind beyond our control.

B. **TERMS:** The prices quoted by Goble Sampson Associates, Inc. are subject to the following payment terms:

1. Net amount due in thirty (30) days after date of each invoice on all orders. Purchaser's payment of invoices shall not be contingent or dependent upon prior receipt of any payment to Purchaser from third parties.
2. Any invoice unpaid after 30 days from invoice date will be subject to interest charges of 2% per month, compounded.
3. No Retainer is Allowed per the Terms and Conditions of this offer to sell.
4. Lien laws and Bonding Company requirements are such that Goble Sampson Associates, Inc. must file claim with City, Bonding Company and Engineer within 60 days from date of invoice on unpaid accounts in order to protect reserve of amounts to cover supplier's unpaid invoice. This is in no way reflective of Contractor's ability to pay only a required action dictated by State Lien Laws and Bonding Companies. Therefore, Goble Sampson claim forms will be filed with the City, Bonding Company and Engineer 10 days before any account receivable becomes 60 days old.
5. Equipment cannot be returned and an order, once accepted and approved, cannot be canceled, without prior written consent. In case of cancellation, Buyer agrees to reimburse Goble Sampson Associates, Inc. for all costs incurred plus a mark-up of 20% for overhead expenses.

C. **TAXES:** We do not include in this Quotation any Federal, State or Municipal Sales, Use or Gross Income Tax which may be chargeable against the equipment offered. Any such tax which the Seller shall be liable for the payment or collection of shall be paid by the Buyer, although not specifically set out as an Item in this Proposal.

D. **PENALTIES**: There are no penalties or liquidated damages assessed except as may be specifically provided for in this Proposal.

E. **CLAIMS FOR LOSS OR DAMAGE IN TRANSIT**: Since material is sold "FOB Factory" or "FOB Factory, freight allowed to destination", the responsibility for filing claims for loss or damage in transit is the Buyers. We will assist and cooperate with the Buyer in handling such problems.

F. **WARRANTY & SERVICE:** Goble Sampson Associates, Inc. warranties on equipment are limited to the warranty provided to the Purchaser by the Manufacturer of the specific equipment contained in this Proposal. Start-up or operation of equipment containing electrical or electronic components by unauthorized persons and damage resulting from unauthorized operation will be sufficient grounds to void all warranties on that equipment unless it has been previously checked out and operated by qualified personnel of the manufacturer or their representatives. If such failure is attributable to defects in the material furnished and found to have existed at the time of delivery, the Seller's liability shall be limited to furnishing necessary replacement material or parts. No liability is assumed by Goble Sampson Associates, Inc. under any conditions for installation, labor or materials associated with the installation of Seller's materials, unless installation is an integral part of this Proposal and are supplied by Goble Sampson Associates, Inc. This Proposal is for equipment only, and unless stipulated otherwise, does not include field service of any kind. Service will be charged at a rate of $420.00 per day, plus travel and living expenses. Two weeks minimum advance notice in writing for start-up service is required. Start-up or supervision service will not be provided by Manufacturer or Goble Sampson Associates, Inc. on equipment covered by this Proposal if payment for equipment is not current, per Item B(1) of these Terms and Conditions.

G. **ACCEPTANCE OF THE PROPOSAL:** This proposal is subject to Buyer's offer to purchase and to the subsequent acceptance of an Officer of Goble Sampson Associates, Inc. Thereupon it will become the entire Agreement between Buyer and the Seller notwithstanding any previous communications or negotiations, whether oral or written. There are no covenants, agreements, inducements, guarantees, warranties, additions or considerations other than as set out specifically in this Proposal. The parties intend to be legally bound by this Agreement and to be governed by Colorado law upon the execution of this instrument as a contract. In the event the Buyer issues his own purchase order or prepares a contract based on this Proposal, the Terms and Conditions of this Proposal shall be deemed to be incorporated in the said purchase order or contract unless exception is specifically taken.

H. **SPECIAL CONDITIONS:** No back charges or delay in payment of equipment shipped or services performed will be accepted by Goble Sampson Associates, Inc. unless authorized in advance and confirmed in writing by Goble Sampson Associates, Inc. We wish to assure you that Goble Sampson Associates, Inc. will do its utmost to meet your required delivery dates; however, we cannot be held responsible for delays and shortages of material caused by conditions beyond our control.

GOBLE SAMPSON ASSOCIATES, INC.

By John Deogracias

Date October 3, 2022

8. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Approval of Contract: Amendment to Cooperative Purchase Contract for Real Estate Appraisal Valuations with Landpro Valuation, LLC for additional work and cost in the amount of $14,000 related to property acquisitions for the Switzer Canyon Water Transmission Main Phase IV Project and a future trail connection.

STAFF RECOMMENDED ACTION:

1. Approve the Amendment to Cooperative Purchase Contract for Real Estate Appraisal Valuations with Landpro Valuation, LLC in the amount of $14,000 in addition to other fees and taxes for property acquisitions necessary for the Appraisal Services for Water Transmission Main Phase IV Projectt; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

On August 16th, 2021, the City entered into a cooperative purchase contract with Landpro Valuation for appraisal services for the Switzer Water Main Transmission Phase IV Project. Appraisals are required as part of the property acquisition process.

The City is now seeking appraisals for access road and maintenance road access easements. The road easements will enable Water Services to use existing private roads to access waterline valves and hydrants. The City is taking this action at the request of property owners whose properties are affected by the Project.

A property owner has agreed to sell the City a trail easement, in addition to the waterline and temporary construction easements for the Project, based upon appraised value. The City needs to obtain an appraisal of the trail easement. The future trail is identified in the newly adopted Active Transportation Master Plan, and is part of an existing social trail that runs through the valley.

The contract amendment will bring the annual aggregate total contract price above $50,000, requiring City Council approval.

Financial Impact:

The additional appraisals increase the cost of the contract by $14,000. Of this amount, $12,000 will be funded within the Water Services Fund in account number 202-08-370-3157-0-4421 with a total budget in FY2022-23 of $200,000 for the project. The remaining $2,000 will be funded with Flagstaff Urban Trail System and Open Space bond dollars in account number 403-09-421-3247-5-4431.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community -

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Sustainable, Innovative Infrastructure -

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Identify smart traffic management, multi modal transportation, and alternative energy opportunities.

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:

No

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.

The City is securing easement rights along this corridor for a new water transmission main. In response to property owner requests to minimize disturbance of natural areas, The City now plans to access valves through existing private roads for routine maintenance versus using the waterline easement. The City is obtaining appraisals and will offer to purchase the necessary access and maintenance road easements based upon appraised value.

Finally, the appraiser is updating the appraisal reports for the waterline and temporary construction easements for which it was necessary to file a condemnation proceeding. State law provides that a property owner is entitled to be paid just compensation as of the date the summons for a condemnation proceeding is filed (in this case, October 20, 2022).

Attachments: Amendment to Contract

Amendment #01

SOLICITATION NAME: Appraisal Services for Water Transmission Main Phase IV & V; Trail Connection

AMENDMENT: December 6, 2022

SOLICITATION NUMBER: 2021-115

This Amendment to the Cooperative Purchase Agreement dated August 16th, 2021 between the City of Flagstaff and Landpro Valuation, LLC for appraisal services is made and entered into effective this 6th day of December, 2022 with the following:

1. Paragraph 3 is amended to read as follows (additional text shown as underlined):

   3. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor a sum of $47,500 as outlined in the pricing schedule included in *Exhibit A-3*. In consideration for the Contractor's satisfactory performance of the additional work called for in Amendment #01, City shall pay Contractor a sum of $14,000 ($2,000 per appraisal), as outlined in the pricing schedule attached hereto as *Exhibit 1.* Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than $50,000; otherwise City Council approval is required.

2. Exhibit A, Statement of Work, is amended by adding the following:

   a. Contractor shall prepare an appraisal report for an Access Road Easement for the following parcels:
      - 110-14-017A (Lockett Estates Homeowners Association/Quintana Drive)
      - 110-12-018D (Kenneth Salce)
      - 110-12-018H (Mark McCormick)

   b. Contractor shall prepare updated appraisal reports with a valuation date as of the condemnation proceeding summons date (October 20, 2022) for the following parcels:
      - 110-12-018J (Balzer)
      - 110-12-002E (Heflin)

      The updated appraisal reports shall include a valuation of the Waterline Easements, Temporary Construction Easements, and a valuation of a Maintenance Road Easement.

   c. Contractor shall prepare updated appraisal report with a valuation date as of the condemnation proceeding summons date (October 20, 2022) for the following parcel:
      - 110-03-004 (Hughes/N. San Francisco Street)

      The updated appraisal report shall include a valuation of the Waterline Easement, Temporary Construction Easement, and in addition, an appraisal of an Access Road Easement.

   d. Legal descriptions and maps for the Maintenance Road Easements and Access Road Easements are attached hereto as ***Exhibit 1***.

   e. Sample forms for the Maintenance Road Easement and Access Road Easement are attached hereto as ***Exhibit 2***.

   f. The foregoing work shall be completed within 75 days after the execution of this Amendment.

   g. Contractor shall prepare an appraisal report for a Trail Easement for the following parcel:
      - 110-02-008 (Barnes)

   h. A sample form of Trail Easement is attached hereto as ***Exhibit 3.***

i. The foregoing work shall be completed within 75 days after the City provides the legal description for the Trail Easement.

All other provisions, terms and conditions of the Agreement shall remain unchanged and in full effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, effective as of the date first written above.

CITY
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

By Its Authorized Representative:

_____
Greg Clifton, City Manager

Attest by:

_____

Approved as to form by:

_____

City Attorney

CONTRACTOR
Landpro Valuation, LLC
4710 E Falcon Dr, Ste 119
Mesa, Arizona 85215

By Its Authorized Representative:

_____
Doug Estes

Exhibit 1: Legal descriptions and maps (6)

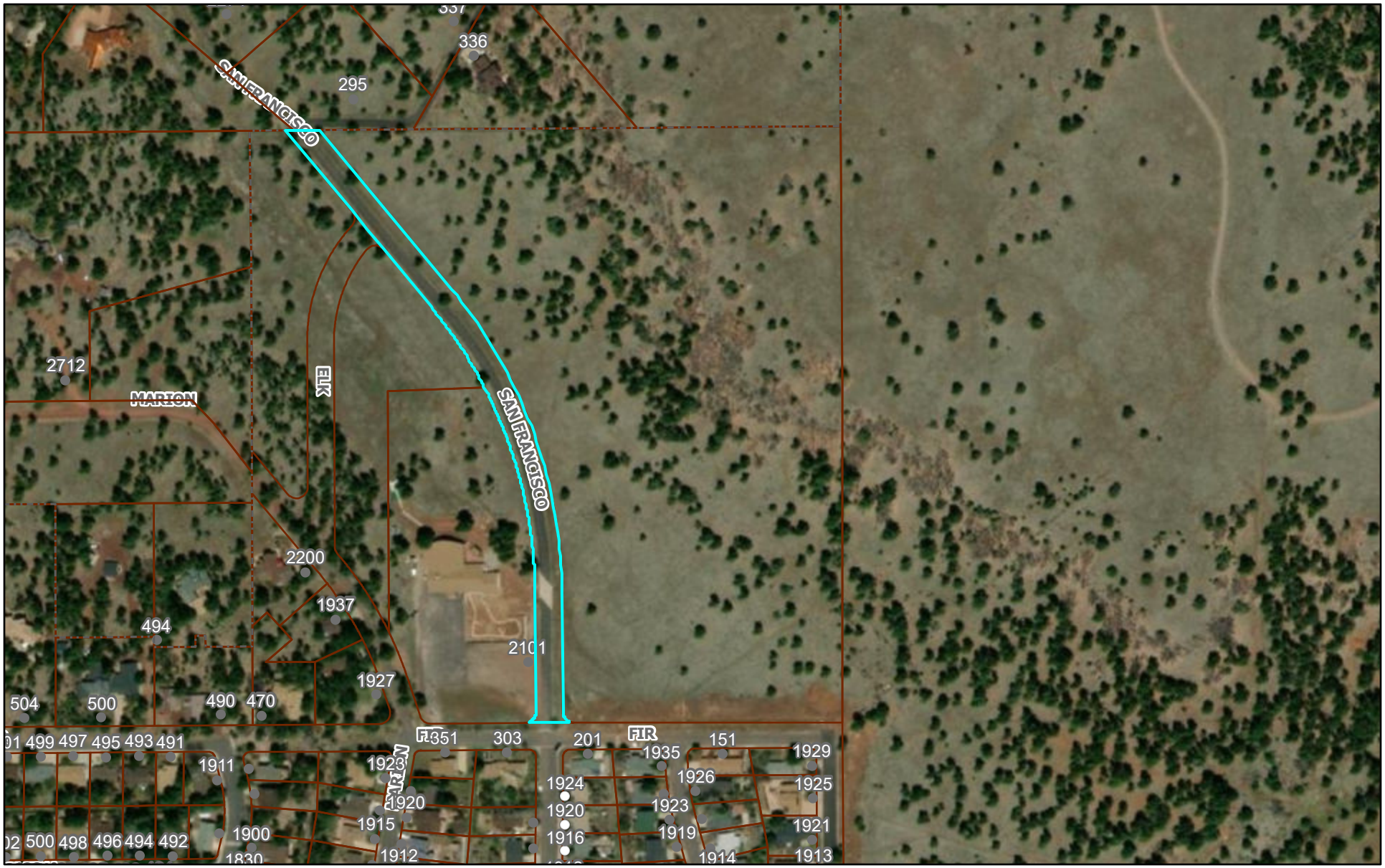
Exhibit 2: Sample Access Road and Maintenance Easement forms

Exhibit 3: Sample Trail Easement form

Exhibit 1

Project #	APN	Parcel Address	Mailing Address	Owner *(as written on title report)*	Property Interest to be Acquired
SW-01	110-03-004	2101 N. San Francisco St	2025 Funderburg Rd, New Carlisle, OH 45344	Andrew T. Hughes *(a married man)*	1. Access Road Easement
SW-15	110-12-018J	3525 N. Quintana Drive	2532 N. Fourth St. No. 159, Flagstaff, AZ 86004	Dennis Wayne Balzer and Kay Ann Balzer, as Trustees of THE BALZER TRUST dated March 11, 1996	1. Maintenance Road Easement
SW-17	110-12-002E	[Hootso Drive]	P.O. Box 1219, Kayenta, AZ 86033	Nina Marie Heflin and Richard Mike *[Nina Marie Heflin, an unmarried woman, and Richard Mike, an unmarried man, as joint tenants with right of survivorship]*	1. Maintenance Road Easement
SW-13	110-12-018H	3460 N. Quintana Drive	2300 Silver St. Granville, OH 43023	Mark McCormick	1. Access Road Easement
SW-19	110-14-017A	Quintana Drive	323 S RIVER RUN RD NO 1 FLAGSTAFF, AZ 86001	Lockett Estates Homeowners Association/Quintana Drive	1. Access Road Easement
SW-20	110-12-018D	3490 N QUINTANA DR FLAGSTAFF, AZ 86001	77 W FOREST AVE NO 101 FLAGSTAFF, AZ 86001	Kenneth Salce	1. Access Road Easement

110-03-004



10/20/2022, 2:59:12 PM

Addresses
- Primary
- Secondary

County Boundary

Municipal Boundaries

Coconino County Parcels

County Land Ownership

Private

Private

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Maxar

Coconino County GIS

This is not a legal document. No warranty of accuracy is given or implied.

EXHIBIT A

A strip of land located in the Northwest quarter of Section 10, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of those parcels of land described in Docket 246, page 470 [Record 1 (R1)] and Docket 307, page 314 [Record 2 (R2)], records of Coconino County, Arizona, described as follows:

COMMENCING at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 10;

THENCE South 89°56'00" East (R1 and R2), 282.40 feet (R1 and R2) along the North line of Fir Avenue as shown on the record plat of Mount Elden Park as recorded in Book 2, page 38, records of Coconino County, Arizona;

THENCE South 89°56'00" East (R1 and R2), 436.09 feet (R1 and R2) along the North line of Fir Avenue to the TRUE POINT OF BEGINNING;

THENCE North 89°56'00" West (R1 and R2) 55.03 feet (R1 and R2) along the North line of Fir Avenue to its intersection with the centerline of Valley Drive, as shown on said plat of Mount Elden Park;

THENCE North 89°56'00" West (R1 and R2) 54.97 feet (R1 and R2) along the North line of Fir Avenue to the cusp of a curve that is tangent to said North line of Fir Avenue;

THENCE Northeasterly 39.24 feet (R1 and R2) along the arc of a 25.00 foot (R1 and R2) radius curve, concave to the Northwest and having a central angle of 89°56'00" (R1 and R2);

THENCE North 0°08'00" East, 263.08 feet (R1 and R2);

THENCE Northwesterly 693.83 feet (R1 and R2) along the arc of a 1009.61 foot (R1 and R2) radius curve, concave to the Southwest and having a central angle of 39°22'30" (R1 and R2);

THENCE North 39°14'30" West (R1 and R2) 164.60 feet (R1 and R2);

THENCE continuing North 39°14'30" West (R1 and R2) to an intersection with the North line of said Southeast quarter of the Northwest quarter of said Section 10;

THENCE South 89°58'15" East (R1 and R2) along said North line, 77.50 feet (R1 and R2);

THENCE South 39°14'30" East (R1 and R2) 465.68 feet (R1 and R2);

THENCE Southeasterly, 735.06 feet (R1 and R2) along the arc of a 1069.61 foot (R1 and R2) radius curve, concave to the Southwest and having a central angle of 39°22'30" (R1 and R2);

THENCE South 0°08'00" West (R1 and R2) 262.96 feet (R1 and R2);

THENCE Southeasterly, 39.30 feet (R1 and R2) along the arc of a 25.00 foot (R1 and R2) radius curve, concave to the Northeast and having a central angle of 90°04'00" (R1 and R2) to the cusp of a curve and the TRUE POINT OF BEGINNING.

Northland Exploration Surveys, Inc.

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 ¼ 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° 01′ 51″ and a radius of 300.00 feet, for a distance of 83.94 feet, the chord of said curve bears S 43° 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° 28′ 33″ and a radius of 300.00 feet, for a distance of 54.85 feet, the chord of said curve bears S 56° 40′ 22″ E for 54.77 feet, to a non-tangent point;

Thence S 23° 26′ 51″ E for a distance of 35.05 to a point;

Thence S 68° 26′ 51″ E for a distance of 32.84 feet;

Thence N 21° 33′ 09″ E for a distance of 7.00 feet to a point;

Thence S 68° 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° 00′ 59″ E, along said Northeasterly parcel line, for a distance of 54.86 feet to a point;

Thence N 68° 26′ 51″ W for a distance of 99.78 feet to a point;

Thence N 23° 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.

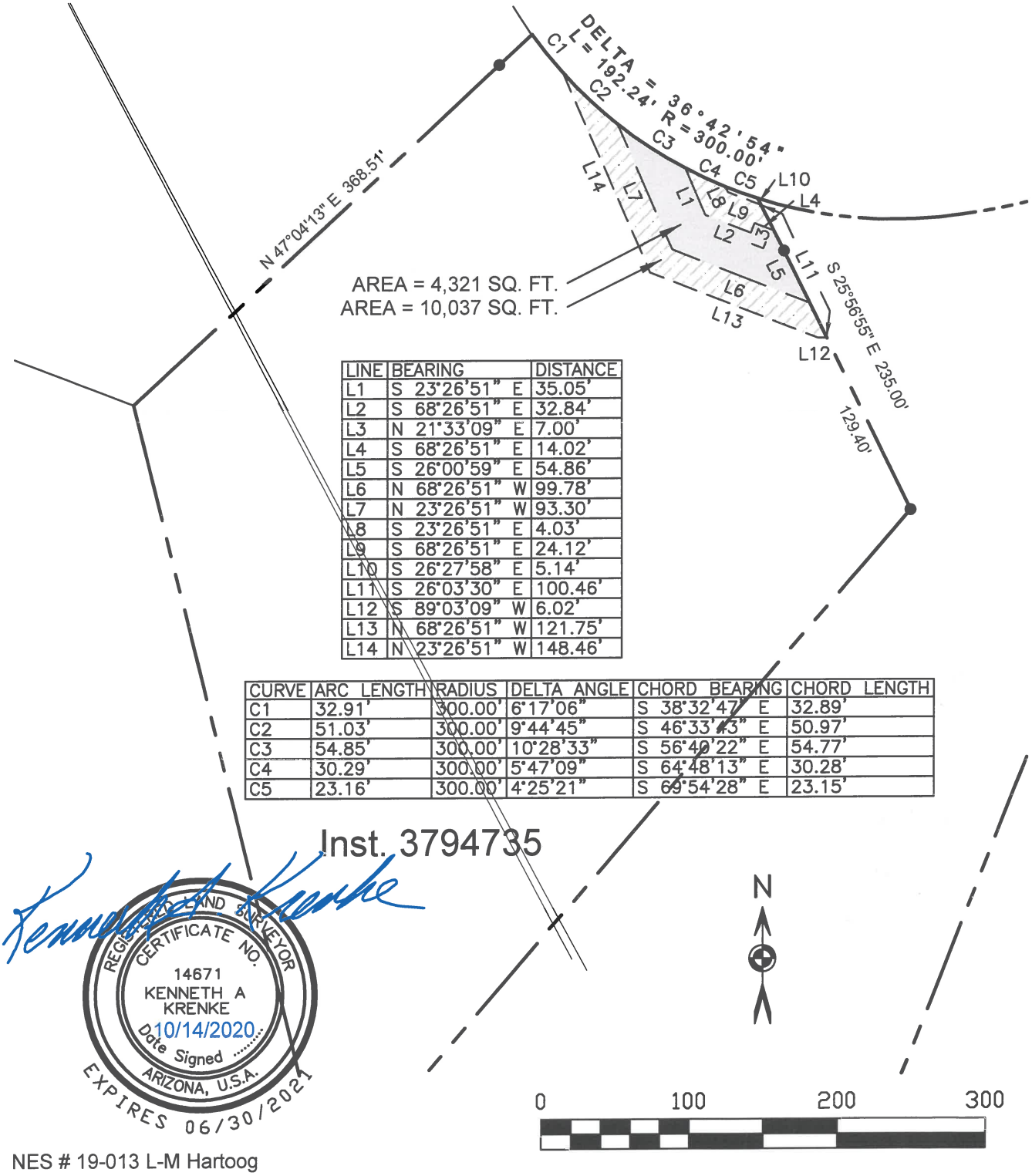
NES # 19-013 L-M Hartoog Utility Easement.

528 West Aspen Avenue / Flagstaff, Arizona 86001-5308 / (928) 774-5058

Northland Exploration Surveys, Inc.

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.



LINE	BEARING	DISTANCE
L1	S 23°26'51" E	35.05'
L2	S 68°26'51" E	32.84'
L3	N 21°33'09" E	7.00'
L4	S 68°26'51" E	14.02'
L5	S 26°00'59" E	54.86'
L6	N 68°26'51" W	99.78'
L7	N 23°26'51" W	93.30'
L8	S 23°26'51" E	4.03'
L9	S 68°26'51" E	24.12'
L10	S 26°27'58" E	5.14'
L11	S 26°03'30" E	100.46'
L12	S 89°03'09" W	6.02'
L13	N 68°26'51" W	121.75'
L14	N 23°26'51" W	148.46'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	32.91'	300.00'	6°17'06"	S 38°32'47" E	32.89'
C2	51.03'	300.00'	9°44'45"	S 46°33'43" E	50.97'
C3	54.85'	300.00'	10°28'33"	S 56°40'22" E	54.77'
C4	30.29'	300.00'	5°47'09"	S 64°48'13" E	30.28'
C5	23.16'	300.00'	4°25'21"	S 69°54'28" E	23.15'

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 L-M Hartoog

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058

Northland Exploration Surveys, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION (D Balzer):

A strip of land, said strip being a portion of Instrument No. 3769823 (R) of the Records of Coconino County, Arizona, situated in the Southeast ¼ of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said strip of land being 30 feet in width, the centerline of said strip of land being 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 83.93 feet to the **TRUE POINT OF BEGINNING;**

Thence S 21° 33' 09" W for a distance of 85.20 feet to the **END OF SAID STRIP OF LAND,** the side lines of said strip of land being either extended or shortened to intersect the North and Westerly parcel lines of said Instrument No. 3769823;

Said strip of land having an area of 2,560 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 Access Easement.

Kenneth A. Krenke

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A
KRENKE
08/19/2022
Date Signed
ARIZONA, U.S.A.

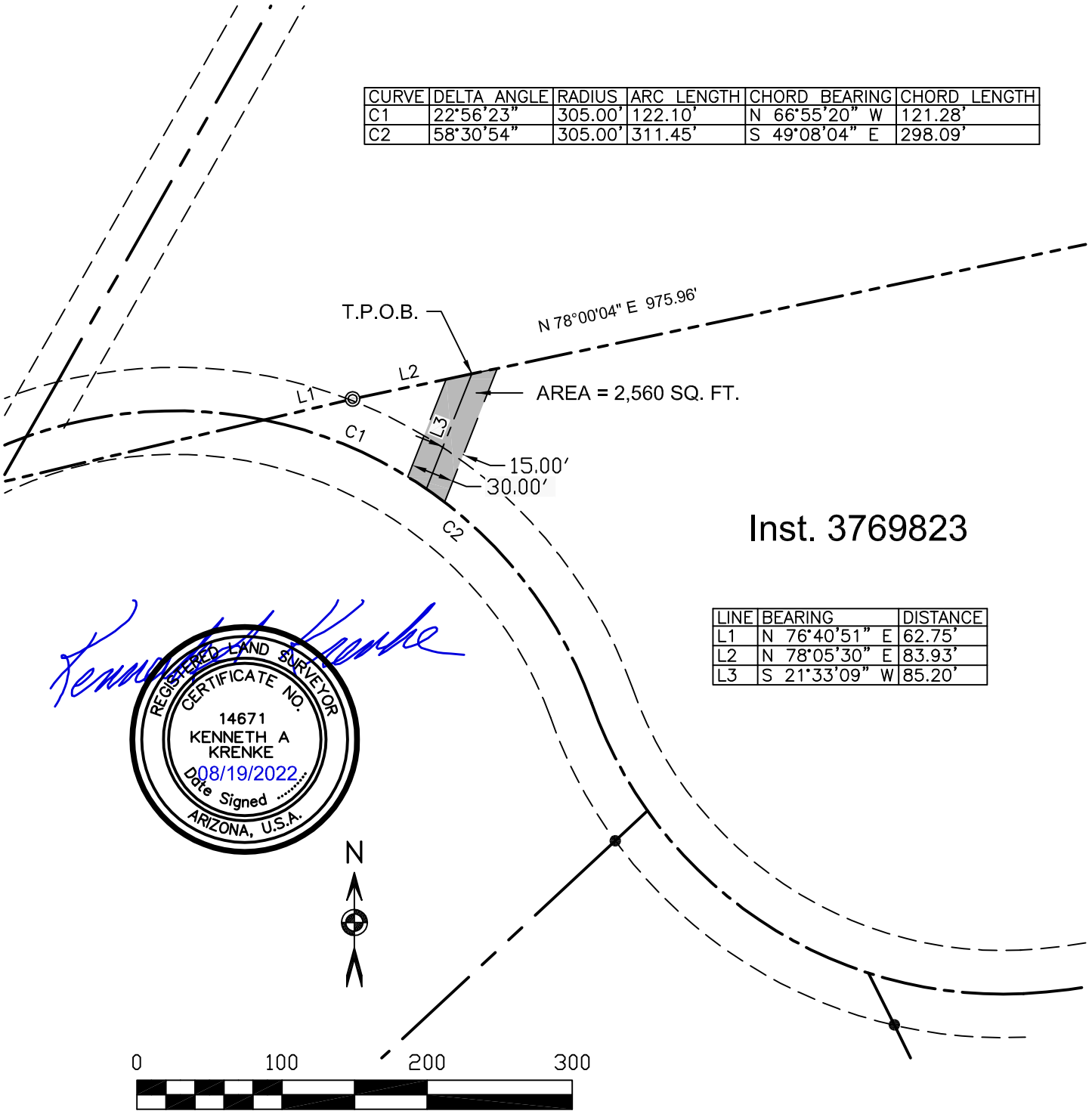
528 West Aspen Avenue / Flagstaff, Arizona 86001-5308 / (928) 774-5058

Northland Exploration Surveys, Inc.

EXHIBIT "A-1"

A strip of land, said strip 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 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	22°56'23"	305.00'	122.10'	N 66°55'20" W	121.28'
C2	58°30'54"	305.00'	311.45'	S 49°08'04" E	298.09'



LINE	BEARING	DISTANCE
L1	N 76°40'51" E	62.75'
L2	N 78°05'30" E	83.93'
L3	S 21°33'09" W	85.20'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
08/19/2022
Date Signed
ARIZONA, U.S.A.

NES # 19-013 D. Balzer Access

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058

Northland Exploration Surveys, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION (N Heflin R Mike):

A strip of land, said strip being a portion of Instrument No. 3454864 (R) of the Records of Coconino County, Arizona, situated in the Southeast ¼ of Section 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said strip of land being 30 feet in width, the centerline of said strip 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 Southerly parcel line, for a distance of 83.93 feet to the **TRUE POINT OF BEGINNING;**

Thence N 21° 33' 09" E, for a distance of 122.57 feet to the **END OF SAID STRIP OF LAND**, the said lines of said strip to be extended or shortened to intersect the Southerly parcel line;

Said parcel of land having an area of 3,677 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 Access Easement.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
08/19/2022
Date Signed
ARIZONA, U.S.A.

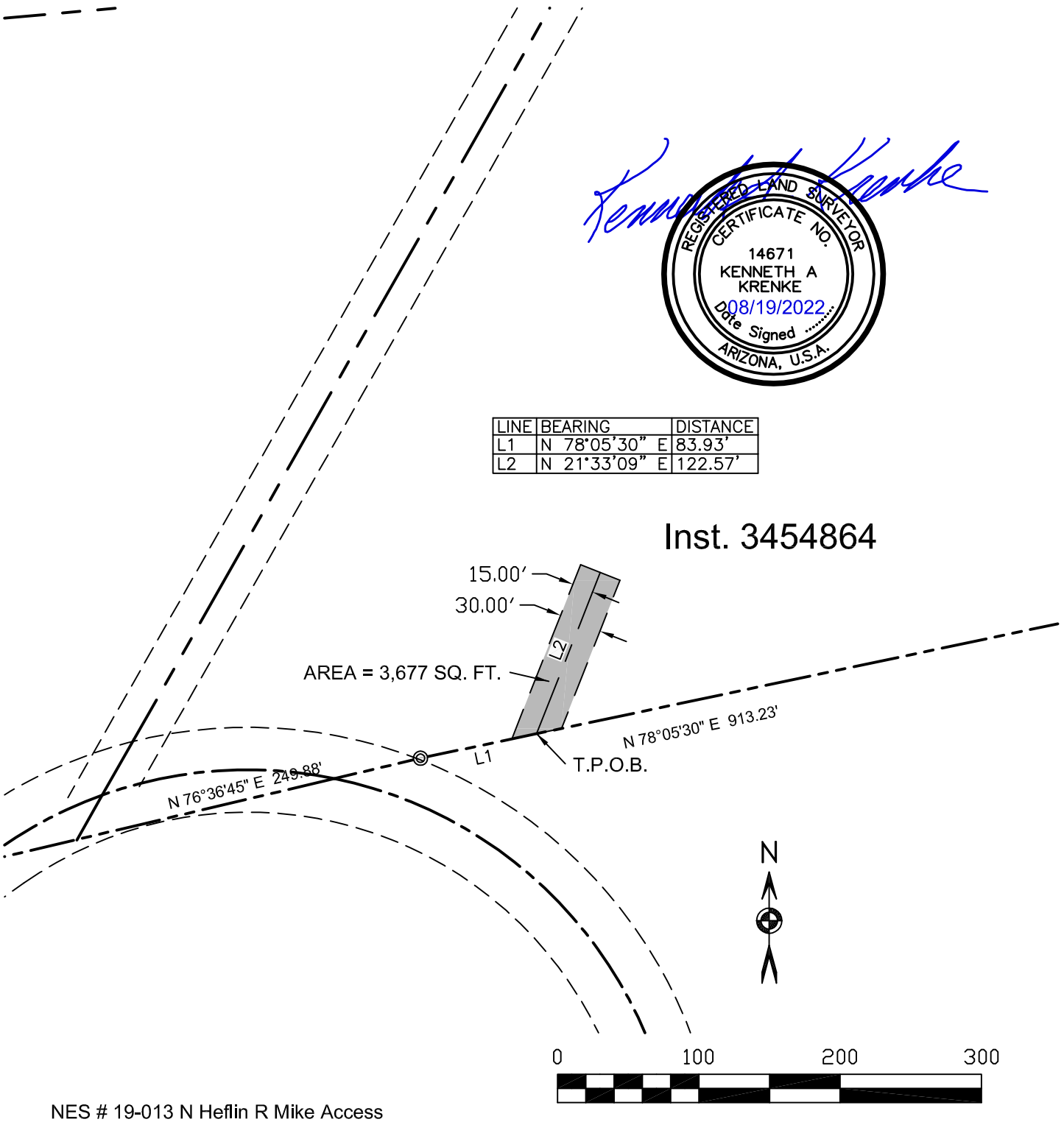
Northland Exploration Surveys, Inc.

EXHIBIT "A-1"

A strip of land, said strip 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 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
14671
KENNETH A KRENKE
08/19/2022
Date Signed
ARIZONA, U.S.A.

LINE	BEARING	DISTANCE
L1	N 78°05'30" E	83.93'
L2	N 21°33'09" E	122.57'



NES # 19-013 N Heflin R Mike Access

528 West Aspen Avenue / Flagstaff, Arizona 86001 / (928) 774-5058

Northland Exploration Surveys, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION (Quintana Drive):

Two parcels of land situated in Sections 3 and 4, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said parcels of land particularly describe as follows:

PARCEL 1:

Tract "A", Quintana Drive as recorded in Instrument No. 3423427 of the Records of Coconino County, Arizona, as shown on **EXHIBIT "A-1"**, which is made a part hereof by this reference.

PARCEL 2:

Quintana Drive as recorded in Case 8, Map 78 of the Records of Coconino County, Arizona, as shown on **EXHIBIT "A-2"**, which is made a part hereof by this reference.

NES # 19-013 Quintana Drive Easement.

528 West Aspen Avenue / Flagstaff, Arizona 86001-5308 / (928) 774-5058

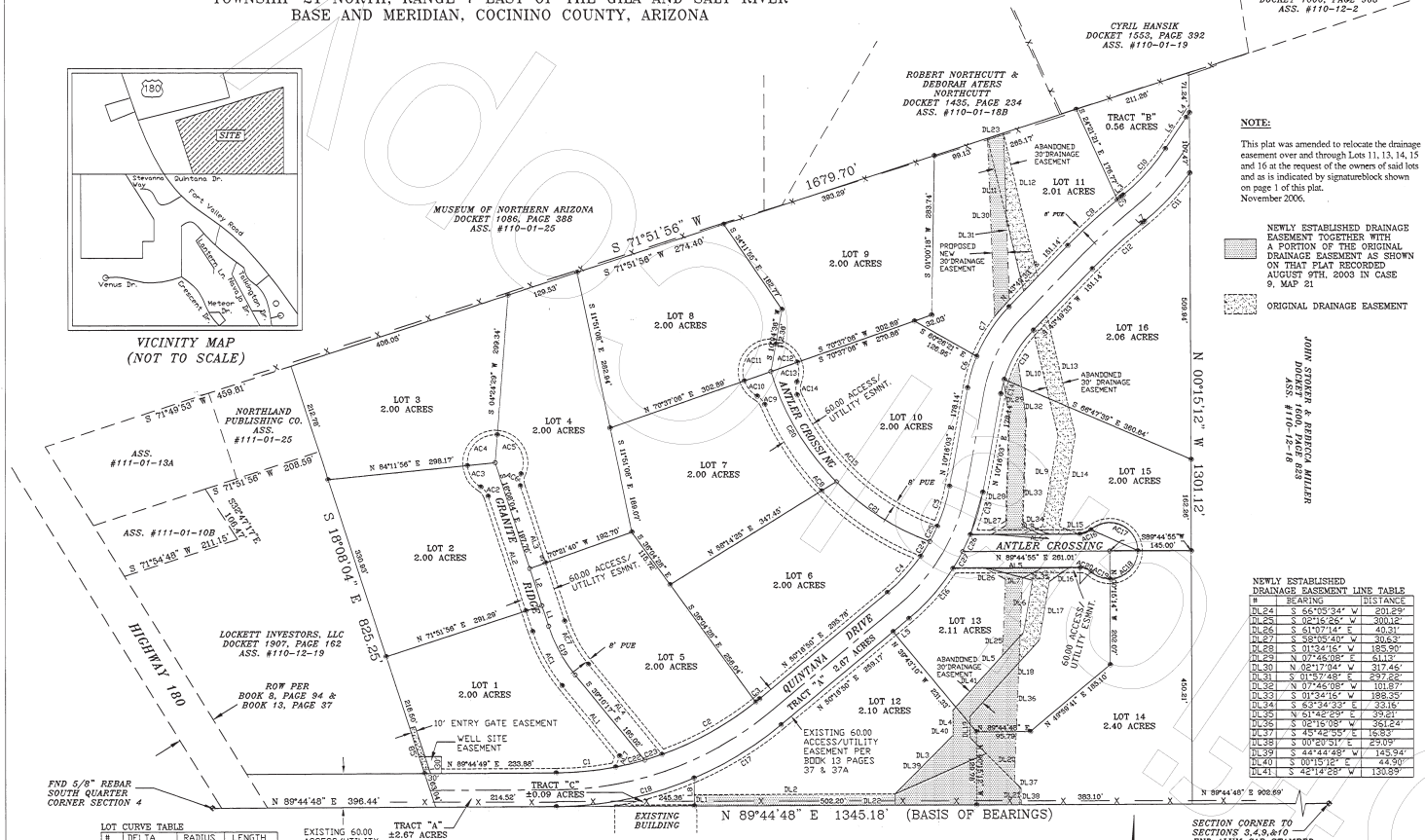
EXHIBIT "A-1"

AMENDED FINAL PLAT FOR LOCKETT ESTATES

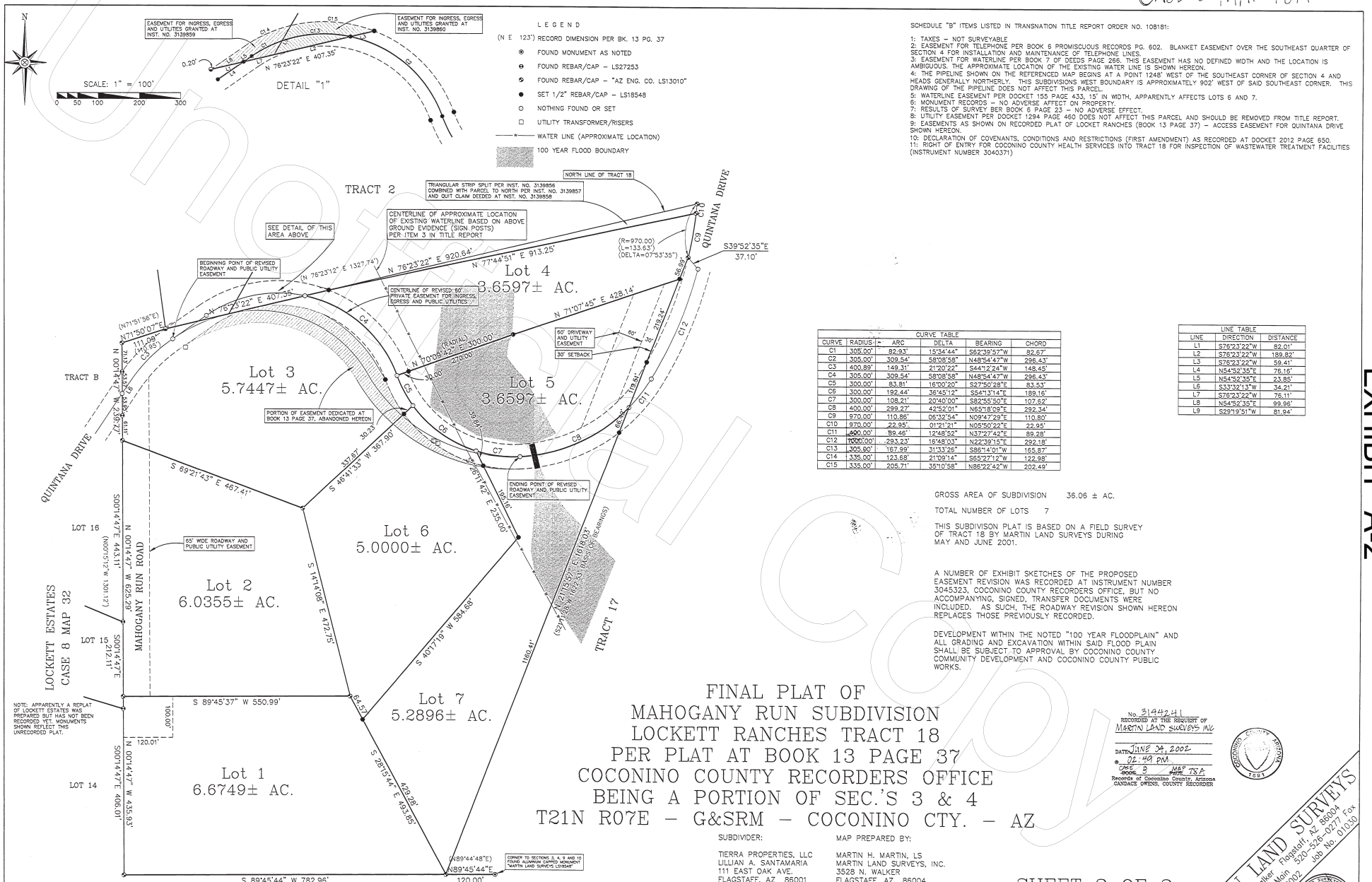
TRACT 1 OF LOCKETT RANCHES, BOOK 13 OF LAND SURVEYS, PAGES 37 & 37A, OFFICIAL RECORDS COCONINO COUNTY, ARIZONA LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4 TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COCINO COUNTY, ARIZONA

NOTES:
THIS PLAT IS PUBLISHED AS AN AMENDMENT TO THAT FINAL PLAT RECORDED AUGUST 13, 2003, CASE 9, MAP 21. THIS PLAT IS REVISED TO CHANGE THE DRAINAGE EASEMENT WITHIN LOTS 11 THROUGH 16 AS SHOWN HEREON.

VICINITY MAP
(NOT TO SCALE)


VICKY PRESTON
DOCKET 1600, PAGE 963
ASS. #110-12-2
CYRIL HANSIK
DOCKET 1552, PAGE 392
ASS. #110-01-19
ROBERT NORTHCUTT & DEBORAH ATERS NORTHCUTT
DOCKET 1435, PAGE 234
ASS. #110-01-18B
MUSEUM OF NORTHERN ARIZONA
DOCKET 1086, PAGE 388
ASS. #110-01-25
JOHN STOKER & REBECCA MILLER
DOCKET 1600, PAGE 963
ASS. #110-12-18
NORTHLAND PUBLISHING CO.
ASS. #111-01-25
ASS. #111-01-13A
ASS. #111-01-10B
LOCKETT INVESTORS, LLC
DOCKET 1907, PAGE 162
ASS. #110-12-19
ROW PER
BOOK 8, PAGE 94 &
BOOK 13, PAGE 37
HIGHWAY 180
ANTLER CROSSING
GRANITE RIDGE
QUINTANA DRIVE
TRACT "A"
2.67 ACRES
TRACT "B"
0.56 ACRES
TRACT "C"
±0.09 ACRES
TRACT "A"
±2.67 ACRES
LOT 1
2.00 ACRES
LOT 2
2.00 ACRES
LOT 3
2.00 ACRES
LOT 4
2.00 ACRES
LOT 5
2.00 ACRES
LOT 6
2.00 ACRES
LOT 7
2.00 ACRES
LOT 8
2.00 ACRES
LOT 9
2.00 ACRES
LOT 10
2.00 ACRES
LOT 11
2.01 ACRES
LOT 12
2.10 ACRES
LOT 13
2.11 ACRES
LOT 14
2.40 ACRES
LOT 15
2.00 ACRES
LOT 16
2.06 ACRES
ABANDONED 30' DRAINAGE EASEMENT
PROPOSED NEW 30' DRAINAGE EASEMENT
ABANDONED 30' DRAINAGE EASEMENT
ABANDONED 30' DRAINAGE EASEMENT
60.00 ACCESS/ UTILITY ESMNT.
8' PUE
10' ENTRY GATE EASEMENT
WELL SITE EASEMENT
EXISTING 60.00 ACCESS/UTILITY EASEMENT PER BOOK 13 PAGES 37 & 37A
EXISTING BUILDING
FND 5/8" REBAR SOUTH QUARTER CORNER SECTION 4
N 89°44'48" E 396.44'
N 89°44'48" E 1345.18' (BASIS OF BEARINGS)
SECTION CORNER TO SECTIONS 3,4,9,&10 FND ALUM CAP STAMPED "MARTIN LAND SURVEYS LS 18548"
S 71°51'56" W 274.40'
S 71°49'53" W 459.81'
N 84°11'56" E 298.17'
S 71°51'56" W 208.59'
S 71°54'49" W 211.15'
S 18°08'04" E 825.25'
N 71°51'56" E 291.29'
N 00°15'12" W 1301.12'
S 89°44'55" W 145.00'
N 89°44'55" E 261.01'
S 89°44'48" W 95.79'
N 89°44'48" E 902.69'
S 89°44'48" W 383.10'
S 89°44'48" W 214.52'
S 89°44'48" W 245.36'
S 89°44'48" W 502.20'
S 89°44'48" W 502.20'
1679.70'
1301.12'
1320.00'
1320.00'
1320.00

CASE 8 MAP 78A



CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	BEARING	CHORD
C1	305.00'	82.93'	15°34'44"	S62°39'57"W	82.67'
C2	305.00'	309.54'	58°08'58"	N48°54'47"W	296.43'
C3	400.89'	149.31'	21°20'22"	S44°12'24"W	148.45'
C4	305.00'	309.54'	58°08'58"	N48°54'47"W	296.43'
C5	300.00'	83.81'	16°00'20"	S27°50'28"E	83.53'
C6	300.00'	192.44'	36°45'12"	S54°13'14"E	189.16'
C7	300.00'	108.21'	20°40'00"	S82°55'50"E	107.62'
C8	400.00'	299.27'	42°52'01"	N65°18'09"E	292.34'
C9	970.00'	110.86'	06°32'54"	N09°47'29"E	110.80'
C10	970.00'	22.95'	01°21'21"	N05°50'22"E	22.95'
C11	400.00'	89.46'	12°48'52"	N37°27'42"E	89.28'
C12	1000.00'	293.23'	16°48'03"	N22°39'15"E	292.18'
C13	305.00'	167.99'	31°33'25"	S86°14'01"W	165.87'
C14	335.00'	123.68'	21°09'14"	S65°27'12"W	122.98'
C15	335.00'	205.71'	35°10'58"	N86°22'42"W	202.49'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S76°23'22"W	82.01'
L2	S76°23'22"W	189.82'
L3	S76°23'22"W	59.41'
L4	N54°52'35"E	78.16'
L5	N54°52'35"E	23.85'
L6	S33°32'13"W	34.21'
L7	S76°23'22"W	75.11'
L8	N54°52'35"E	99.96'
L9	S29°19'51"W	81.94'

SCHEDULE "B" ITEMS LISTED IN TRANSNATION TITLE REPORT ORDER NO. 108181:

1: TAXES – NOT SURVEYABLE
2: EASEMENT FOR TELEPHONE PER BOOK 6 PROMISCUOUS RECORDS PG. 602. BLANKET EASEMENT OVER THE SOUTHEAST QUARTER OF SECTION 4 FOR INSTALLATION AND MAINTENANCE OF TELEPHONE LINES.
3: EASEMENT FOR WATERLINE PER BOOK 7 OF DEEDS PAGE 266. THIS EASEMENT HAS NO DEFINED WIDTH AND THE LOCATION IS AMBIGUOUS. THE APPROXIMATE LOCATION OF THE EXISTING WATER LINE IS SHOWN HEREON.
4: THE PIPELINE SHOWN ON THE REFERENCED MAP BEGINS AT A POINT 1248' WEST OF THE SOUTHEAST CORNER OF SECTION 4 AND HEADS GENERALLY NORTHERLY. THIS SUBDIVISIONS WEST BOUNDARY IS APPROXIMATELY 902' WEST OF SAID SOUTHEAST CORNER. THIS DRAWING OF THE PIPELINE DOES NOT AFFECT THIS PARCEL.
5: WATERLINE EASEMENT PER DOCKET 155 PAGE 433, 15' IN WIDTH, APPARENTLY AFFECTS LOTS 6 AND 7.
6: MONUMENT RECORDS – NO ADVERSE AFFECT ON PROPERTY.
7: RESULTS OF SURVEY BER BOOK 6 PAGE 23 – NO ADVERSE EFFECT.
8: UTILITY EASEMENT PER DOCKET 1294 PAGE 460 DOES NOT AFFECT THIS PARCEL AND SHOULD BE REMOVED FROM TITLE REPORT.
9: EASEMENTS AS SHOWN ON RECORDED PLAT OF LOCKET RANCHES (BOOK 13 PAGE 37) – ACCESS EASEMENT FOR QUINTANA DRIVE SHOWN HEREON.
10: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (FIRST AMENDMENT) AS RECORDED AT DOCKET 2012 PAGE 650.
11: RIGHT OF ENTRY FOR COCONINO COUNTY HEALTH SERVICES INTO TRACT 18 FOR INSPECTION OF WASTEWATER TREATMENT FACILITIES (INSTRUMENT NUMBER 3040371)

GROSS AREA OF SUBDIVISION 36.06 ± AC.

TOTAL NUMBER OF LOTS 7

THIS SUBDIVISON PLAT IS BASED ON A FIELD SURVEY OF TRACT 18 BY MARTIN LAND SURVEYS DURING MAY AND JUNE 2001.

A NUMBER OF EXHIBIT SKETCHES OF THE PROPOSED EASEMENT REVISION WAS RECORDED AT INSTRUMENT NUMBER 3045323, COCONINO COUNTY RECORDERS OFFICE, BUT NO ACCOMPANYING, SIGNED, TRANSFER DOCUMENTS WERE INCLUDED. AS SUCH, THE ROADWAY REVISION SHOWN HEREON REPLACES THOSE PREVIOUSLY RECORDED.

DEVELOPMENT WITHIN THE NOTED "100 YEAR FLOODPLAIN" AND ALL GRADING AND EXCAVATION WITHIN SAID FLOOD PLAIN SHALL BE SUBJECT TO APPROVAL BY COCONINO COUNTY COMMUNITY DEVELOPMENT AND COCONINO COUNTY PUBLIC WORKS.

FINAL PLAT OF MAHOGANY RUN SUBDIVISION LOCKETT RANCHES TRACT 18 PER PLAT AT BOOK 13 PAGE 37 COCONINO COUNTY RECORDERS OFFICE BEING A PORTION OF SEC.'S 3 & 4 T21N R07E – G&SRM – COCONINO CTY. – AZ

SUBDIVIDER:
TIERRA PROPERTIES, LLC
LILLIAN A. SANTAMARIA
111 EAST OAK AVE.
FLAGSTAFF, AZ 86001
520-779-1020 PHONE

MAP PREPARED BY:
MARTIN H. MARTIN, LS
MARTIN LAND SURVEYS, INC.
3528 N. WALKER
FLAGSTAFF, AZ 86004
520-526-0270 PHONE
520-526-0277 FAX

SHEET 2 OF 2

NO. 3144241
RECORDED AT THE REQUEST OF MARTIN LAND SURVEYS INC
DATE JUNE 24, 2002
02:49 PM
CASE 8 MAP 78A
Records of Coconino County, Arizona
CANDACE OWENS, COUNTY RECORDER

COCONINO COUNTY ARIZONA 1891

MARTIN LAND SURVEYS
3528 N. Walker Flagstaff, AZ 86004
520-526-0270 Main 520-526-0277 Fax
Date: May 29, 2002 Job No. 01030

NO WATER SYSTEM IS PROVIDED FOR THE LAND DIVISION AS OF THE DATE OF RECORDATION OF THIS MAP. ALL ROADS AND STREETS ARE PRIVATELY OWNED AND ARE TO BE MAINTAINED BY THE PROPERTY OWNERS.

DWG: 01030wd.dwg

EXHIBIT "A-2"

C:\Projects\01030\01030FP.dwg Wed May 29 10:40:14 2002

3144241
Page 2 of 2

Exhibit 2

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN:

ACCESS ROAD EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, _____, an _____[STATE] _____[LEGAL ENTITY], ("Grantor"), hereby grants and conveys unto the CITY OF FLAGSTAFF, An Arizona municipal corporation ("Grantee"), a non-exclusive easement for ingress and egress purposes over and across the real property legally described and depicted in the attached Exhibit ("easement"), subject to the following terms and conditions:

1. Grantee may use the easement for ingress and egress to access City of Flagstaff utilities. Grantee may maintain the easement or road within the easement to the extent necessary for City of Flagstaff vehicular access.

2. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with the easement purposes, as determined in Grantee's reasonable discretion.

3. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.

4. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.

5. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, Grantor has caused this access road easement to be executed this ___ day of _____, 202__.

Grantor: _____

By: _____

Title:_____
Its authorized representative

STATE OF _____)
) ss.
County of _____)

ACKNOWLEDGEMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and who acknowledged that he or she executed the same for the purposes therein contained.

_____
Notary Public

(Seal)

Attachment: Exhibit

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN:

MAINTENANCE ROAD EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, _____, an _____[STATE] _____[LEGAL ENTITY], ("Grantor"), hereby grants and conveys unto the CITY OF FLAGSTAFF, An Arizona municipal corporation ("Grantee"), a non-exclusive easement for a utility maintenance road and ingress and egress purposes over and across the real property legally described and depicted in the attached Exhibit ("easement"), subject to the following terms and conditions:

1. Grantee may locate, construct, operate, maintain, repair, replace, and use an all-weather utility maintenance road for ingress and egress.

2. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with the easement purposes, as determined in Grantee's reasonable discretion.

3. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.

4. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.

5. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, Grantor has caused this maintenance road easement to be executed this day of _____, 202__.

Grantor: _____

By: _____

Title:_____
Its authorized representative

STATE OF _____)
) ss.
County of _____)

ACKNOWLEDGEMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and who acknowledged that he or she executed the same for the purposes therein contained.

_____
Notary Public

(Seal)

Attachment: Exhibit

Exhibit 3

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

TRAIL EASEMENT

For Valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Fuller F. Barnes and Janis B. Barnes, as Trustees of the Fuller and Janis Barnes Family Trust Dated July 17, 1998 ("Grantor"), hereby grants and conveys unto the COUNTY OF COCONINO, a political subdivision of the State of Arizona, and the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, (collectively the "Grantee"), a perpetual easement for a public recreation and access trail for pedestrians, bicycles, and other similar uses under, over, across and through the real property of Grantor situated in Coconino County, Arizona, and legally described and depicted in Exhibits _____, attached hereto and incorporated by reference ("the Easement") under the terms and conditions set forth below.

1. Purpose. This Easement is granted to Grantee in joint ownership for the benefit of the public, and to enable the Grantee at its own expense to locate, construct, repair, replace, alter, maintain and operate a public recreation and access trail, including any fencing, walls, grading, landscaping, lateral and subjacent support, drainage structures and facilities, signing, or other features associated with the trail (improvements are collectively "the Trail").

2. Motorized Uses. Motorized uses of the Trail are prohibited, except electric bicycles as allowed or prohibited by the City and County.

3. Non-Exclusive. This Easement is granted on a non-exclusive basis; provided however, any subsequently recorded easement or permit shall not conflict or interfere with public safety, the use, operation, or maintenance of the Trail or terms and conditions of this Easement.

4. Prohibited Encroachments. Grantor shall not construct or permit any improvements within the Easement, including buildings, structures, poles, driveways, parking lots, fences, walls, cut or fill slopes, grading, or surface drainage features.

5. Underground/Utility Encroachments. Grantor may construct or permit underground improvements within the Easement, subject to all of the following:
   a. Prior written consent of Grantee is required. Consent will not be unreasonably withheld, provided that the proposed improvement will not conflict or interfere with public safety, the use, operation, or maintenance of the Trail as determined by Grantee.
   b. Utility boxes, meter boxes, valve boxes, manholes, or handholes (collectively "Utility Equipment") shall not be constructed within that portion of the Trail that is designed, maintained or designated for regular public travel or within three (3) feet of either side of that pathway (the pathway and shoulders collectively referred to as the "Clear Zone").
   c. Grantor and/or its permittee shall restore the Trail to its original condition after completion of any construction or maintenance.

6. Vegetation. Grantee may remove, alter, and maintain vegetation within the limits of the Easement that conflicts or interferes with the use, operation, or maintenance of the Trail. Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the vegetation so removed or altered.

7. Lateral Support. Grantee further agrees for itself and its heirs, successors, and assigns that it shall not cause or allow any act, occurrence, or condition of land that disturbs the lateral and subjacent support of the Trail. Lateral and subjacent support may include cut or fill slopes and retaining walls.

8. Maintenance Access. Grantee shall have the right of reasonable access to the Easement over adjacent property owned or controlled by the Grantor limited to the extent necessary for construction, maintenance, repair, or reconstruction of the Trail.

9. Restoration. Upon completion of any removal, alteration or maintenance of the Trail improvements within the Easement by Grantee, the Grantee shall have the obligation to restore the attributes of the property disturbed by any such removal, alteration or maintenance to as near the pre-disturbance condition or better, as physical characteristics of the constructed Trail improvements permit.

10. Indemnification. To the extent permitted by Arizona law, Grantee shall indemnify and hold Grantor harmless from any liabilities for injuries or damages to persons or property arising out of Grantee's or its officers', agents', employees', licensees', and invitees' use of the Easement granted herein.

11. Covenant to Run with the Land. Grantor hereby agrees that this instrument shall be binding upon itself, its successor and assigns.

If Grantor is a corporation, by the signature of its authorized agent it signifies that the agent has been authorized by its Board of Directors or other necessary authorities to make this conveyance on behalf of the corporation.

[Signature Page follows]

IN WITNESS WHEREOF, Grantor has caused this Trail Easement to be executed this _____ day of _____, 202__.

GRANTOR:

_____

By: Fuller F. Barnes, as Trustee of the Fuller and Janis Barnes Family Trust Dated July 17, 1998

STATE OF _____)
) ss.
County Of _____)

On this day of _____, 202__ before me, a Notary Public, personally appeared Fuller F. Barnes, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and who acknowledged that he signed this Trail Easement.

_____

Notary Public

(Seal)

GRANTOR:

_____

By: Janis B. Barnes, as Trustee of the Fuller and Janis Barnes Family Trust Dated July 17, 1998

STATE OF _____)
) ss.
County Of _____)

On this day of _____, 202__ before me, a Notary Public, personally appeared Janis B. Barnes, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and who acknowledged that she signed this Trail Easement.

_____

Notary Public

(Seal)

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Bryce Doty
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-24: an Ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Milton Road and University Avenue Right-of-Way Project; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-24 by title only for the final time
2) City Clerk reads Ordinance No. 2022-24 by title only (if approved above)
3) Adopt Ordinance No. 2022-24

Executive Summary:

Further design efforts on Milton Road and University Avenue right-of-way project have identified additional property acquisitions in order to deliver the project. Adoption of this ordinance will authorize the acquisition of all of the real property interests required for the project, as required by the Flagstaff City Charter.

Financial Impact:

In May 2000, the Flagstaff voters approved Proposition 403 which provided funding for improvements to Traffic Flow and Safety. As part of this proposition, two of those projects apply to the Project. These two projects were the University Avenue Realignment and Beulah Boulevard Extension.

City Staff completed a preliminary realignment plan and programmed $7.4 million in the FY2015 Capital Improvement Program Summary. In FY2023, an additional $9.2M was budgeted for the Project from the 419 Transportation Tax. These two allocations provided a combined total $16.6M for the Project.

Vintage Partners, LLC, will also contribute $1.65M for the pedestrian underpass commitment. It should be noted that VP is responsible for all costs associated with the pedestrian underpass and per Amendment One to the DA, those costs must be repaid to the City within five (5) years.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community -

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Inclusive and Engaged Community -

- Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure -

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Identify smart traffic management, multi modal transportation, and alternative energy opportunities.

Environmental Stewardship -

- Implement sustainable building practices and alternative energy and transportation options.
- Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan Goal T.2 -

- Improve transportation safety and efficiency for all modes**.**

Has There Been Previous Council Decision on This:

City Council previously authorized real property acquisitions related to this project in 2021 as outlined in the Background/History. This ordinance authorizes acquisitions to match the final design of the project, and repeals the prior 2021 ordinance.

Options and Alternatives:

1. Approve ordinance
2. Do not approve property acquisitions, and provide other direction.

Background/History:

On May 16, 2000, the voters of Flagstaff passed Proposition 403 which established a local transportation tax rate to provide funding for a variety of transportation system improvements including the arterial and collector street system, and multi-modal elements. The information pamphlet for this proposition specifically identified the Beulah Boulevard extension and the University Avenue realignment as “missing links” within the overall transportation network. The publicity pamphlet for Proposition 403 showed an alignment for these roadways like the current proposal. A total of $7.375 million has been collected and allocated for these transportation improvements. These funds became 100% available as of July 1, 2017; however, many years of work have been spent on moving this project forward.

In 2005, the City of Flagstaff acquired APN 103-21-002, a 9.58-acre site known as the “Fresquez Parcel” for approximately $2.7 million. This purchase was the first step in moving this transportation project to fruition and provides the majority of right-of-way necessary to accomplish the Beulah Boulevard extension. In order to accomplish the University Avenue/Drive realignment, the ADOT District Offices and Regional Laboratory need to be relocated.

Following the acquisition of the Fresquez parcel, the City and ADOT began to explore options for partnerships in order to relocate the ADOT facilities. In July 2009, the Arizona P3

(Public-Private-Partnership) Legislation was passed, allowing for partnerships between a public agency (in this case two public agencies) and a private-sector entity to allow greater participation in the delivery of a transportation project. Typically, the public agency assumes all the risks and responsibilities for a transportation project, but under the P3 the private partner takes on some of those risks and responsibilities. The Flagstaff P3 is the first time this initiative has been used to acquire new facilities for ADOT, which will free up land for roadway improvements and redevelopment. A Memorandum of Understanding was executed on March 28, 2012 and set out the parameters for how this P3 project would function. The City and ADOT would combine the remainders of their parcels after right-of-way dedication to be used for redevelopment. The redevelopment parcel would then be traded from ADOT to the developer for relocated ADOT facilities.

ADOT issued a Request for Qualifications in March 2012 to solicit a private partner who could relocate the ADOT facilities allowing for the construction of the road improvement project. The selected private sector partner was Vintage Partners, who proposed to relocate the ADOT facilities to the former Harkins Theater on Woodlands Village Boulevard. The P3 project was formalized through a Pre-Development Agreement (PDA) between Vintage, the City, and ADOT in December 2014. The PDA provides an overview of the various transactions, authorizes Vintage Partners to prepare and submit required materials for a Site Plan and Rezoning application for ADOT and City property located between Milton Parkway and Beulah Avenue, provides an anticipated schedule, requires an implementation agreement between ADOT and Vintage Partners, provides the term of the agreement, provides remedies for disputes and includes miscellaneous provisions required for an ADOT P3 project.

On August 21, 2017, the City Council approved the Reinstatement of, and First Amendment to the P3 Pre-Development Agreement extending the term to December 31, 2017; on December 19, 2017, a Second Amendment was approved that extended the term to March 31, 2018; on March 20, 2018, a Third Amendment was approved that extended the term to June 30, 2018.

On April 17, 2018, City Council approved the Development Agreement (DA) between The City and Vintage Partners. The DA provides for the sequence of approvals to facilitate the conveyance of the City Property to ADOT, the relocation of ADOT to the former Harkins Site, and the recordation of the final plat. It acknowledges that other agreements, including an Inter-Governmental Agreement between the City and ADOT, and an Implementation Agreement between ADOT and Vintage, will also speak to the timing and conditions for the property transfers from the City to ADOT, and ADOT to Vintage.

On August 18, 2018, City Council approved an IGA between the City and ADOT in order to facilitate the completion of the project.

On December 3, 2019, City Council approved the Mill Town Final Plat.

On September 21, 2021, City Council approved Ordinance No. 2021-18 authorizing property acquisitions for the project.

City has determined it is appropriate to adopt a new ordinance authorizing the acquisition of real property interests for the project, to conform with updates to the construction plans and legal descriptions for the real property interests to be acquired.

Key Considerations:

The property acquisitions will enable the City to complete planned roadway improvements. Due to the finalization of the plans, and the bike and pedestrian modifications at the 60-percent level, additional ROW was necessary to acquire to construct the roadway project.

Community Benefits and Considerations:

The Project improvements have been identified as an important project to help address traffic congestion on Milton Road.

Community Involvement:

Inform - The public voiced opinions on the proposed P3/Mill Town project during a public hearing which occurred prior to the rezone and development agreement which were approved by the City Council on April 17, 2018.
Involve - Public participation was included in the rezoning process.
Collaborate - P3/Mill Town is certainly a collaboration between the State, City, and Vintage Partners, LLC, a private company, and the public who commented during the public hearing on the rezoning.
Empower - The voters of Flagstaff approved the 2000 Transportation Tax which funded the Fresquez acquisition and the $7.4 million programed in the Capital program for the University/Beulah roadway improvements.

Attachments: Presentation
Ord. 2022-24
Exhibit 1 Chart
Exhibit 2 Legal Descriptions
Parcels and Roadway Map

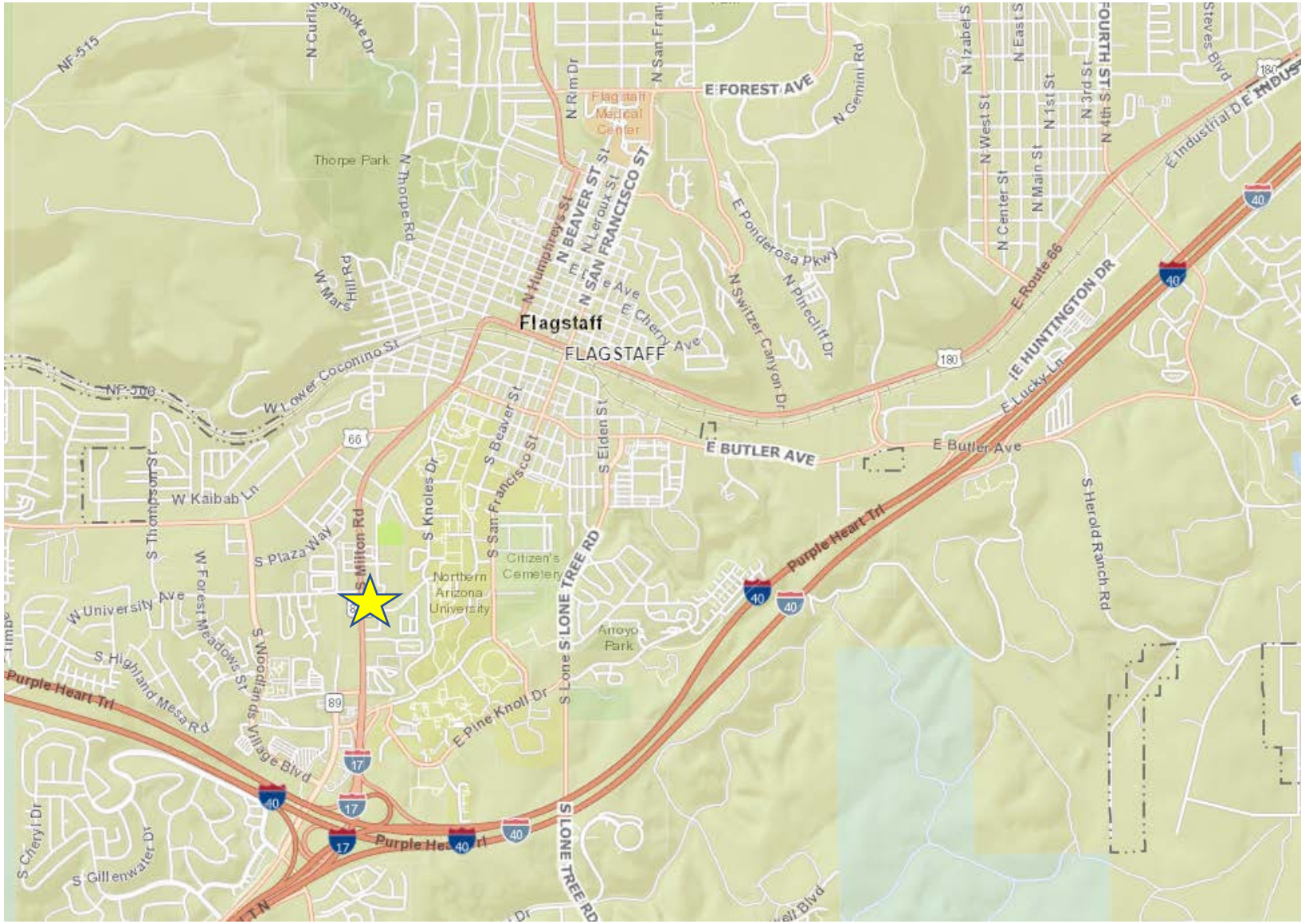
Beulah Extension/University Roadway Project

Property Acquisition

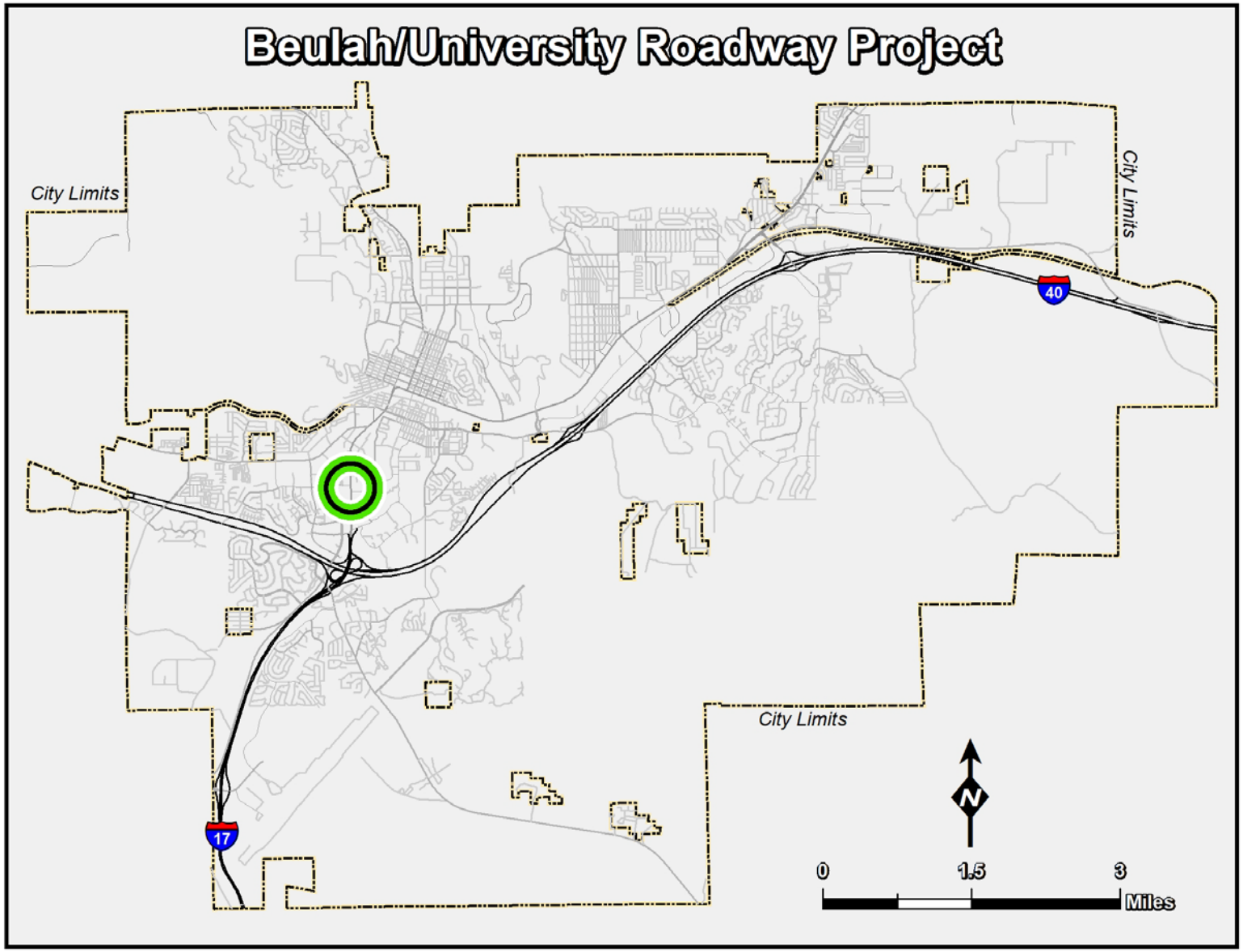
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

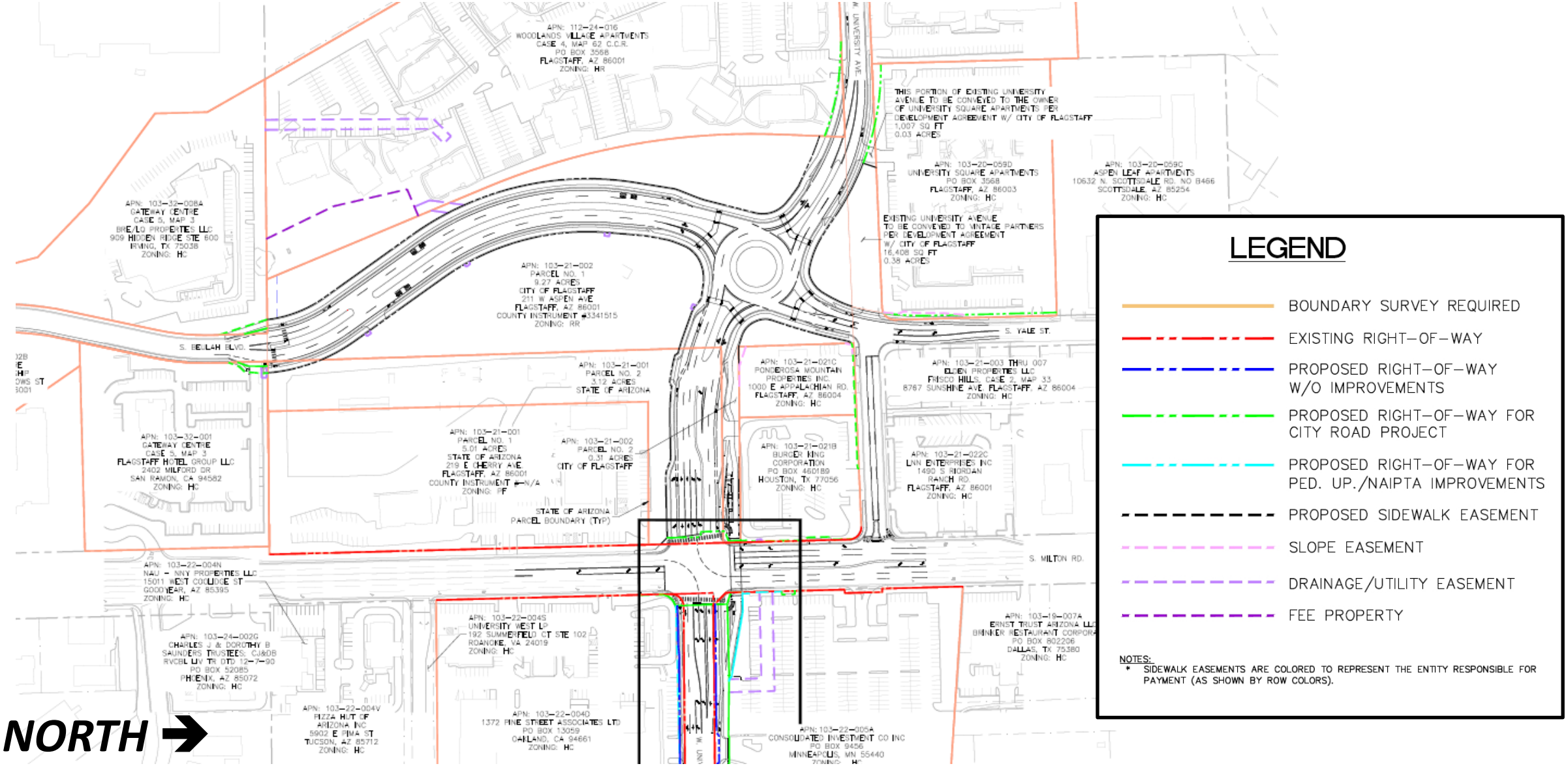
Vicinity Map



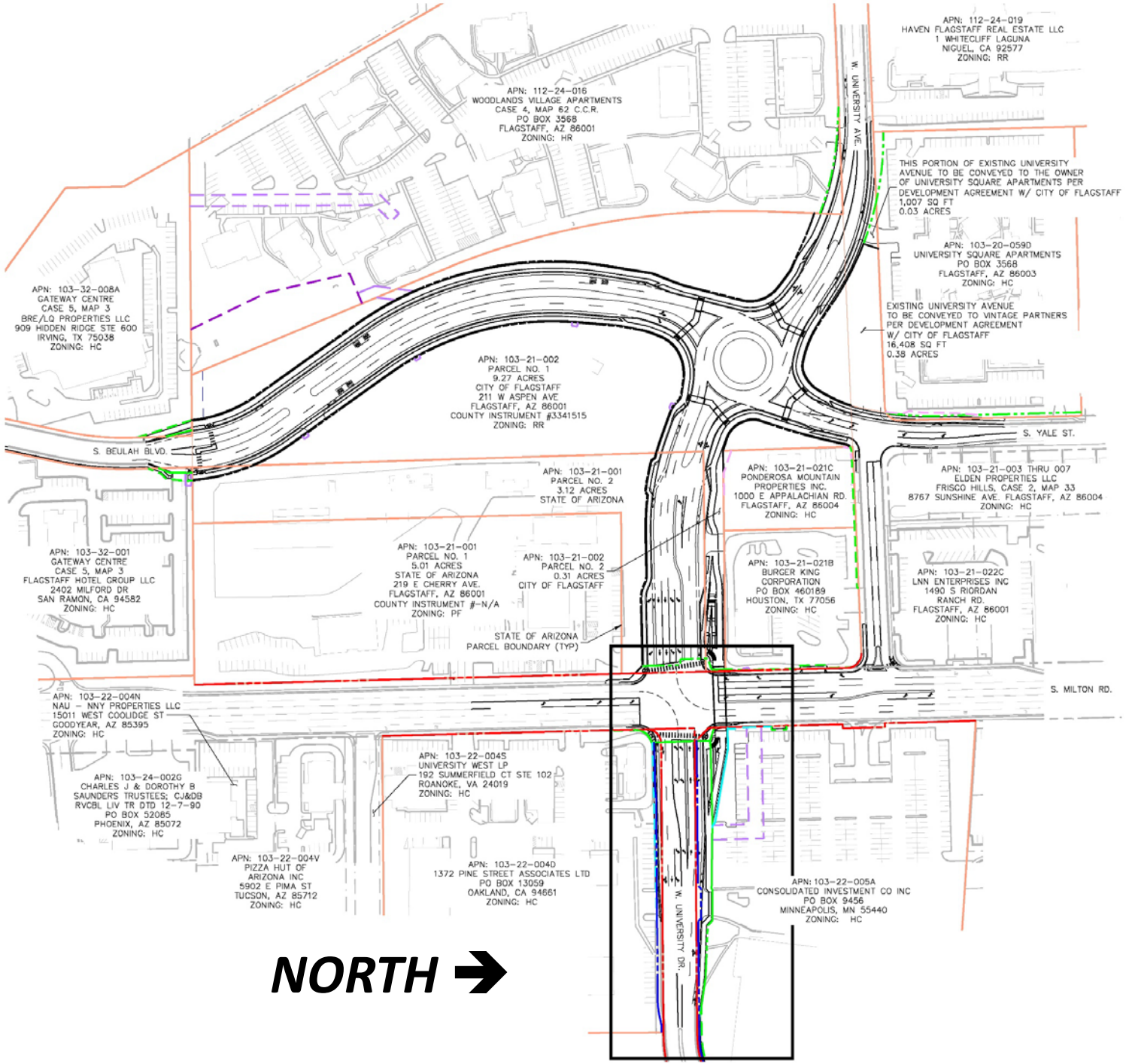
Vicinity Map



Current Design Overview



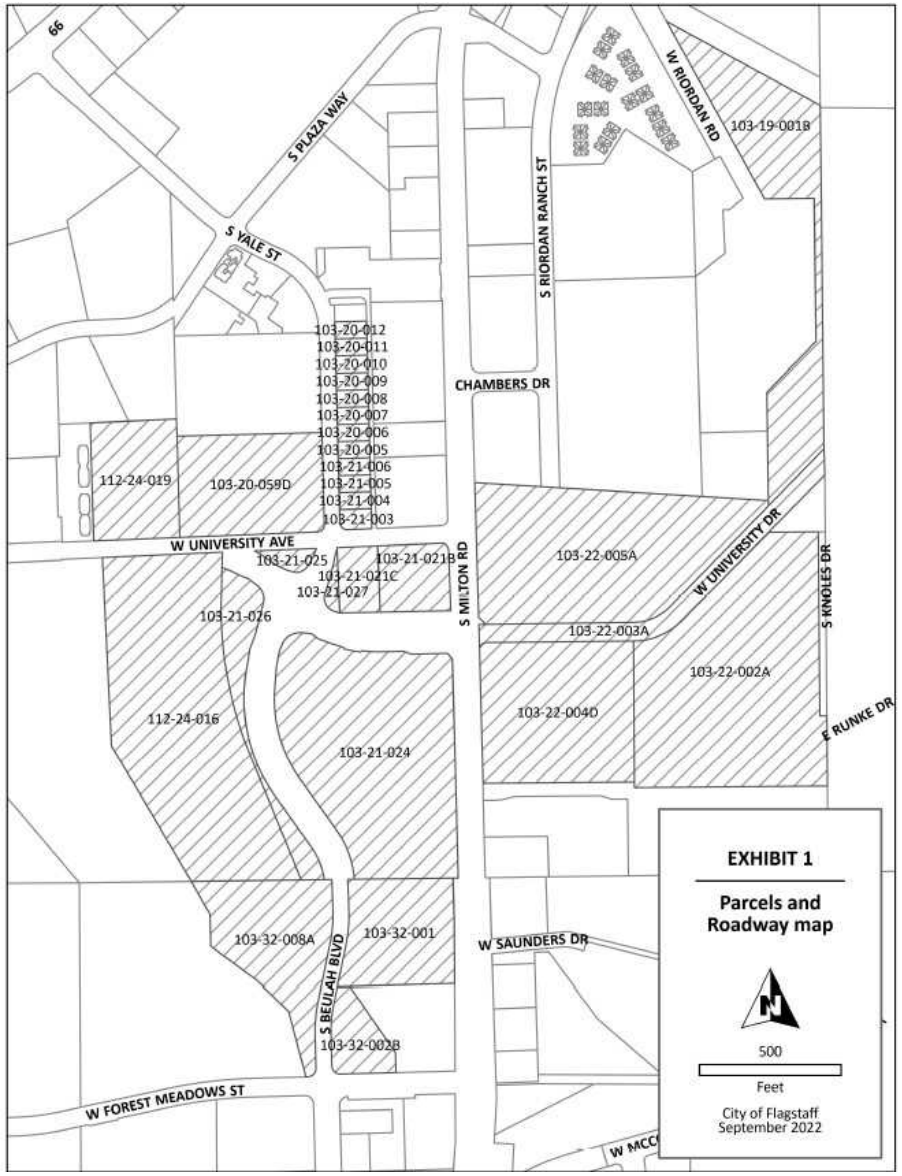
Current Design Overview



LEGEND

- BOUNDARY SURVEY REQUIRED
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY W/O IMPROVEMENTS
- PROPOSED RIGHT-OF-WAY FOR CITY ROAD PROJECT
- PROPOSED RIGHT-OF-WAY FOR PED. UP./NAIPTA IMPROVEMENTS
- PROPOSED SIDEWALK EASEMENT
- SLOPE EASEMENT
- DRAINAGE/UTILITY EASEMENT
- FEE PROPERTY

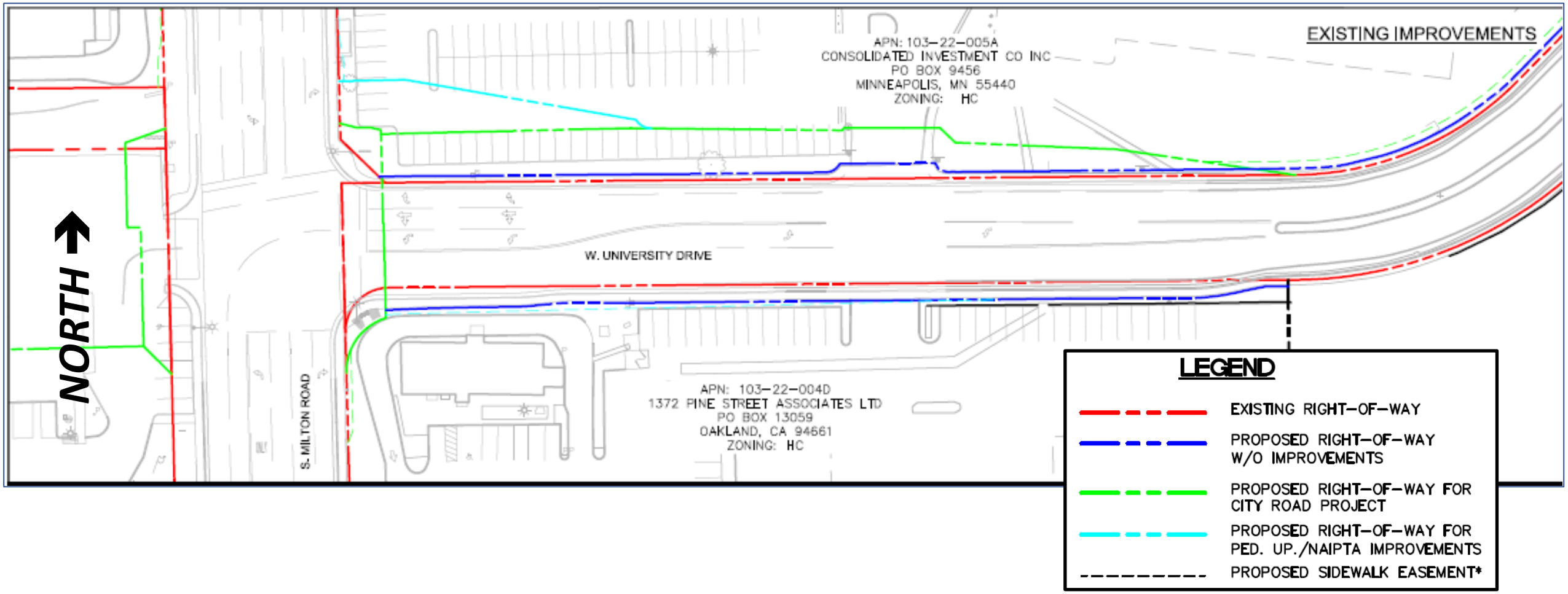
NOTES:
* SIDEWALK EASEMENTS ARE COLORED TO REPRESENT THE ENTITY RESPONSIBLE FOR PAYMENT (AS SHOWN BY ROW COLORS).



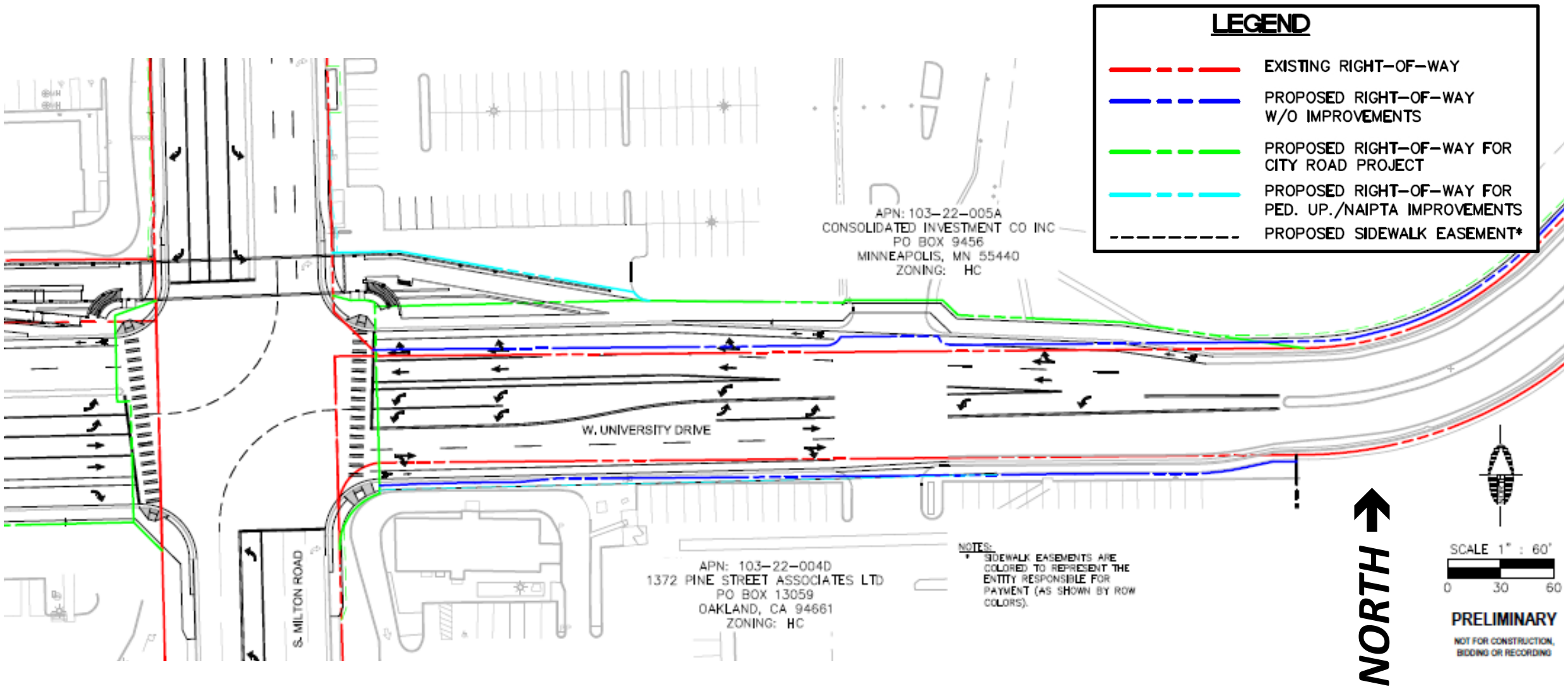
APN	Property Interest to be Acquired
103-32-008A	Right-of-Way
103-32-008A	Slope Easement
103-32-002B	Sidewalk Easement
103-32-001	Right-of-Way
103-32-001	Temporary Construction Easement
103-32-001	Public Utility Easement
112-24-016	Drainage Easement
112-24-016	Right-of-Way
112-24-019	Temporary Construction Easement
103-21-026	Slope Easement
103-21-026 North	Slope Easement
103-21-026	Drainage Easement
103-21-026	Temporary Construction Easement
103-21-024	Temporary Construction Easement
103-21-024	Slope Easement
103-20-059D	Right-of-Way
103-20-059D	Temporary Construction Easement
103-20-059D	Slope Easement
103-21-025	Public Utility Easement
103-21-025	Temporary Construction Easement
103-21-025	Right-of-Way
103-21-027	Temporary Construction Easement
103-21-021C	Temporary Construction Easement
103-21-003	Temporary Construction Easement
103-21-004	Temporary Construction Easement
103-21-005	Temporary Construction Easement
103-22-004D	Right-of-Way
103-22-004D	Temporary Construction Easement
103-22-005A	Right-of-Way
103-22-005A	Right-of-Way (ped underpass)
103-22-005A	Public Utility Easement
103-22-005A	Sidewalk Easement
103-22-005A	Bus Stop Milton
103-22-005A	Sidewalk Easement University
103-22-005A	Temporary Construction Easement
103-21-021B	Sidewalk Easement
103-21-021B	Temporary Construction Easement
103-21-021B	Public Utility Easement
N/A	Right-of-Way
103-22-003A	Right-of-Way
N/A	Right-of-Way
N/A	Right-of-Way
103-22-003A	Drainage Easement
103-22-005A	Drainage Easement
103-22-002A	Drainage Easement
112-24-019	Sidewalk Easement
103-22-004D	Public Utility Easement (Light Poles)
103-32-001	Drainage Easement
103-19-001B	Drainage Easement
103-20-059D	Public Utility Easement
103-21-025	Public Utility Easement
103-21-025	Public Utility Easement
103-21-024	Public Utility Easement
103-32-008A	Public Utility Easement
103-32-008A	Public Utility Easement
103-21-021B	Public Utility Easement
103-21-006	Temporary Construction Easement
103-20-005	Temporary Construction Easement
103-20-006	Temporary Construction Easement
103-20-007	Temporary Construction Easement
103-20-008	Temporary Construction Easement
103-20-009	Temporary Construction Easement
103-20-010	Temporary Construction Easement
103-20-011	Temporary Construction Easement
103-20-012	Temporary Construction Easement

Current Parcel Acquisitions

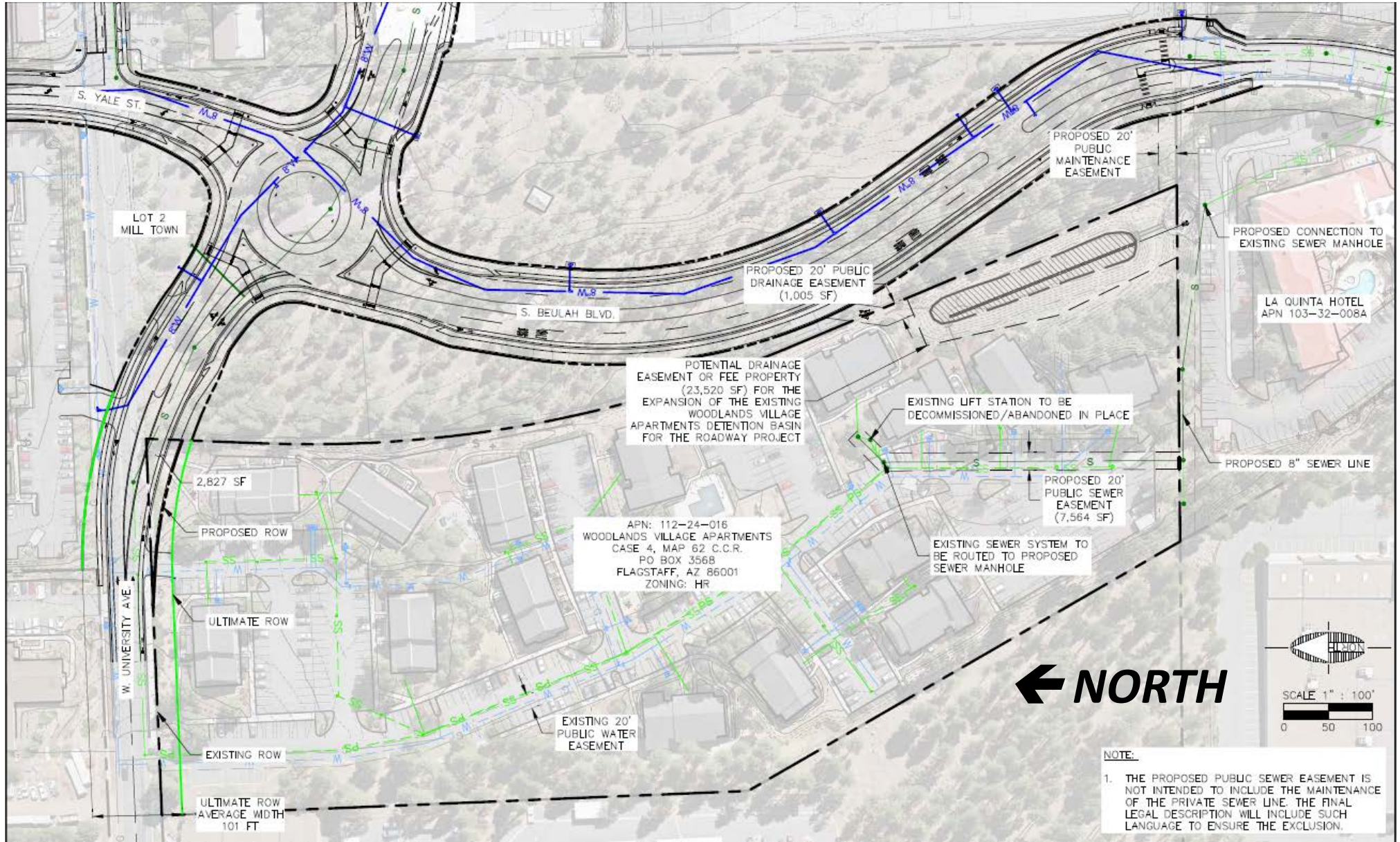
University Drive Design



University Drive Design



Beulah Blvd. Design



Questions and Discussion?

ORDINANCE NO. 2022-24

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE MILTON ROAD AND UNIVERSITY AVENUE RIGHT-OF-WAY PROJECT; 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 as well as easements running over and across 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, on October 19, 2021, the City Council adopted Ordinance No. 2021-18 authorizing the acquisition of real property interests for the Beulah/University Roadway Project (now known as the Milton Road and University Avenue Right-of-Way Project) ("the Project"); and

WHEREAS, the City has determined it is appropriate to adopt a new ordinance authorizing the acquisition of real property interests for the Project, to conform with updates to the construction plans and legal descriptions for the real property interests to be acquired; and

WHEREAS, the Project calls for the following improvements: new roadway construction, including a roundabout – with significant grading work, pedestrian underpass under Milton Road/Highway 89, replacing existing water and sewer mains, water and sewer services, stormwater improvements, and edge improvements (including but not limited to curb and gutter, sidewalk) for the entire Project limits.

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 the real property and easements located in the City of Flagstaff, Coconino County as listed in the chart attached hereto as Exhibit 1, and legally described in Exhibit 2 and/or as may be adjusted with approval of the City Engineer to conform with the final plans for the Project ("the Property Interests"). The Property Interests may be acquired through purchase, exchange, gift, donation, dedication, or condemnation for a public use.

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 Interests and to carry out the purpose and intent of this ordinance.

The City Manager is hereby authorized enter into purchase contracts for acquisition of Property Interests of up to $50,000 without further Council action. Any purchase contract for a price of $50,000 or greater is subject to City Council approval.

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.

Ordinance No. 2021-18 is 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 6th day of December 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachments:
Exhibit 1 Chart
Exhibit 2 Legal descriptions for property interests to be acquired, including maps

Exhibit 1
Chart

Project #	APN	Legal Description	Owner Parcel Address/Owner Address Mailing Address	Property Interest to be Acquired	Square Footage of Property Interest to be Acquired
BU-01	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Right-of-Way	2,730
BU-02	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Slope Easement	581
BU-04	103-32-002B	See attached legal description	Hsuan Partnership 360 W. Forest Meadows St. Flagstaff, AZ 86001	Sidewalk Easement	240
BU-06	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Right-of-Way	1,930
BU-07	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Temporary Construction Easement	844

Exhibit 1
Chart

BU-08	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Public Utility Easement	148
BU-09	112-24-016	See attached legal description	Woodland Village Apartments 813 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Drainage Easement	558
BU-10	112-24-016	See attached legal description	Woodland Village Apartments 813 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Right-of-Way	11,1178
BU-11	112-24-019	See attached legal description	Haven Flagstaff Real Estate LLC 800 W. University Ave. Flagstaff, AZ 86001 1 Whitecliff Laguna Niguel, CA 92677	Temporary Construction Easement	362

Exhibit 1
Chart

BU-12	103-21-026	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Slope Easement	7,902
BU-13	103-21-026 NORTH	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Slope Easement	456
BU-14	103-21-026	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Drainage Easement	492
BU-15	103-21-026	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	4,236

Exhibit 1
Chart

BU-18	103-21-024	See attached legal description	VP CINEMA LLC 1801 S. Milton Rd. Flagstaff, AZ 86001 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	44,335
BU-19	103-21-024	See attached legal description	VP CINEMA LLC 1801 S. Milton Rd. Flagstaff, AZ 86001 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Slope Easement	1,885
BU-22	103-20-059D	See attached legal description	University Square Apartments 700 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Right-of-Way	3,792
BU-23	103-20-059D	See attached legal description	University Square Apartments 700 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Temporary Construction Easement	4,604

Exhibit 1
Chart

BU-24	103-20-059D	See attached legal description	University Square Apartments 700 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Slope Easement	272
BU-25	103-21-025	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	2,293
BU-26	103-21-025	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	5,124
BU-28	103-21-025	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Right-of-Way	16,341

Exhibit 1
Chart

BU-29	103-21-027	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-027 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	3,914
BU-31	103-21-021C	See attached legal description	Westside Property LLC 575 W. University Ave. Flagstaff, AZ 86001 43551 Mission Blvd. No. 111 Freemont, CA 94539	Temporary Construction Easement	2,618
BU-33	103-21-003	See attached legal description	MGS University LLC 600 W. University Ave. Flagstaff, AZ 86001 7117 E. Rancho Vista Dr. No. 6003 Scottsdale, AZ 85251	Temporary Construction Easement	1,060
BU-34	103-21-004	See attached legal description	Elden Properties LLC 1618 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	236

Exhibit 1
Chart

BU-35	103-21-005	See attached legal description	Daniel & Diane Borden 1612 S. Yale St. Flagstaff, AZ 86001 8767 Sunshine Ave. Flagstaff, AZ 86004	Temporary Construction Easement	215
BU-36	103-22-004D	See attached legal description	Greentree Associates LTD 1800 S. Milton Rd. Flagstaff, AZ 86001 6266 La Salle Ave. Oakland, CA 94611	Right-of-Way	494
BU-37	103-22-004D	See attached legal description	Greentree Associates LTD 1800 S. Milton Rd. Flagstaff, AZ 86001 6266 La Salle Ave. Oakland, CA 94611	Temporary Construction Easement	72
BU-38	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Right-of-Way	11,905

Exhibit 1
Chart

BU-39	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Right-of-Way (ped underpass)	3,417
BU-40	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Public Utility Easement	6,885
BU-41	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Sidewalk Easement	696
BU-42	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Bus Stop Milton	377

Exhibit 1
Chart

BU-43	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Sidewalk Easement University	3,784
BU-44	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Temporary Construction Easement	21,203
BU-45	103-21-021B	See attached legal description	Burger King Corporation 1765 1651 S. Milton Rd. Flagstaff, AZ 86001 PO Box 460189 Houston, TX 77056	Sidewalk Easement	1,805
BU-46	103-21-021B	See attached legal description	Burger King Corporation 1765 1651 S. Milton Rd. Flagstaff, AZ 86001 PO Box 460189 Houston, TX 77056	Temporary Construction Easement	9,732

Exhibit 1
Chart

BU-47	103-21-021B	See attached legal description	Burger King Corporation 1765 1651 S. Milton Rd. Flagstaff, AZ 86001 PO Box 460189 Houston, TX 77056	Public Utility Easement	134
BU-48	No APN - ROW	See attached legal description	City of Flagstaff ROW from COF to ADOT Milton West 211 W. Aspen Ave. Flagstaff, AZ 86001	Right-of-Way	2,927
BU-49	103-22-003A	See attached legal description	Arizona Board of Regents for Northern Arizona University University Drive Flagstaff, AZ 86001 PO Box 4092 Flagstaff, AZ 86011	Right-of-Way	1,547
BU-50	N/A	See attached legal description	Right-of-Way from 103-22-005A Target to ADOT Milton East	Right-of-Way	431

Exhibit 1
Chart

BU-51	N/A	See attached legal description	City of Flagstaff ROW COF to 103-20-059D University Square Apt. 211 W. Aspen Ave. Flagstaff, AZ 86001	Right-of-Way	1,007
BU-52	103-22-003A	See attached legal description	Arizona Board of Regents for Northern Arizona University University Drive Flagstaff, AZ 86001 PO Box 4092 Flagstaff, AZ 86011	Drainage Easement	27,007
BU-53	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Drainage Easement	148
BU-54	103-22-002A	See attached legal description	Diocese of Phoenix Catholic Cemeteries & Mortuaries 201 W. University Dr. Flagstaff, AZ 86001 2033 N. 48th St. Phoenix, AZ 85008	Drainage Easement	138

Exhibit 1
Chart

BU-55	112-24-019	See attached legal description	Haven Flagstaff Real Estate LLC 800 W. University Ave. Flagstaff, AZ 86001 1 Whitecliff Laguna Niguel, CA 92677	Sidewalk Easement	138
BU-56	103-22-004D	See attached legal description	Greentree Associates LTD 1800 S. Milton Rd. Flagstaff, AZ 86001 6266 La Salle Ave. Oakland, CA 94611	Public Utility Easement (Light Poles)	382
BU-57	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Drainage Easement	541
BU-59	103-19-001B	See attached legal description	Arizona Board of Regents for Northern Arizona University 1115 Knoles Dr. Flagstaff, AZ 86001 PO Box 4092 Flagstaff, AZ 86011	Drainage Easement	881

Exhibit 1
Chart

BU-60	103-20-059D	See attached legal description	University Square Apartments 700 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Public Utility Easement	217
BU-61	103-21-025	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	357
BU-62	103-21-025	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	30
BU-63	103-21-024	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	18

Exhibit 1
Chart

BU-64	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Public Utility Easement	144
BU-65	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Public Utility Easement	142
BU-66	103-21-021B	See attached legal description	Burger King Corporation 1765 1651 S. Milton Rd. Flagstaff, AZ 86001 PO Box 460189 Houston, TX 77056	Public Utility Easement	60
BU-67	103-21-006	See attached legal description	Elden Properties LLC 1606 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	50

Exhibit 1
Chart

BU-68	103-20-005	See attached legal description	Elden Properties LLC 1600 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	78
BU-69	103-20-006	See attached legal description	Elden Properties LLC 1530 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	144
BU-70	103-20-007	See attached legal description	Elden Properties LLC 1524 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	156
BU-71	103-20-008	See attached legal description	Bleeker Investments LLC 1518 S. Yale St. Flagstaff, AZ 86001 5400 E. Empire Ave. Flagstaff, AZ 86004	Temporary Construction Easement	184

Exhibit 1
Chart

BU-72	103-20-009	See attached legal description	Adrian & Laura Parra-Atayde 1512 S. Yale St. Flagstaff, AZ 86001 1845 W. Shellie Dr. Flagstaff, AZ 86001	Temporary Construction Easement	180
BU-73	103-20-010	See attached legal description	JAMB Properties of Northern Arizona LLC 1506 S. Yale St. Flagstaff, AZ 86001 3191 E. Cold Springs Trail Flagstaff, AZ 86004	Temporary Construction Easement	227
BU-74	103-20-011	See attached legal description	Adrian & Laura Parra-Atayde 1500 S. Yale St. Flagstaff, AZ 86001 1845 W. Shellie Dr. Flagstaff, AZ 86001	Temporary Construction Easement	32
BU-75	103-20-012	See attached legal description	Ronald & Christal A Stump 1426 S. Yale St. Flagstaff, AZ 86001 7609 Whitewood Way Flagstaff, AZ 86001	Temporary Construction Easement	16

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/30/2022

A portion of Lot 8 and Lot 9 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said Lot 9, from which the northwest corner of said Lot 9 bears South 89°26'37" West, 500.30 feet (Basis of Bearing, South 89°18'19" West, 496.39 feet per R1) and the **POINT OF BEGINNING;**

Thence along the north line of said Lot 9, South 89°26'37" West, 24.29 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 33.00 feet and a central angle of 26°29'03" and being subtended by a chord which bears South 17°13'20" East;

Thence southerly along said curve 15.25 feet to the beginning of a tangent curve concave to the southwest having a radius of 18.00 feet and a central angle of 25°52'22";

Thence southerly along said curve, 8.13 feet;

Thence South 04°35'29" East, 167.39 feet to the beginning of a tangent curve concave to the west having a radius of 18.00 feet and a central angle of 15°28'53";

Thence southerly along said curve, 4.86 feet;

Thence South 10°53'24" West, 24.57 feet;

Thence South 78°04'54" East, 2.90 feet to a point on the westerly Right-of-Way line of South Beulah Boulevard as shown on R1, and to the beginning of a non-tangent curve concave to the west having a radius of 472.00 feet and a central angle of 13°33'58" and being subtended by a chord which bears North 04°55'01" East 111.50 feet;

Thence northerly along said Right-of-Way line and along said curve, 111.76 feet;

Thence continuing along said Right-of-Way, North 01°51'52" West, 107.75 feet to the **POINT OF BEGINNING;**

Containing 2,730 square feet, or 0.063 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

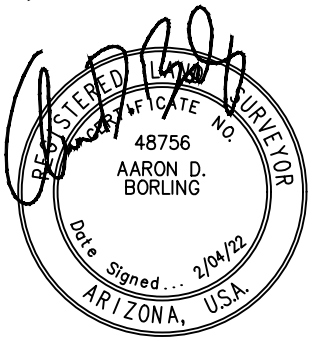
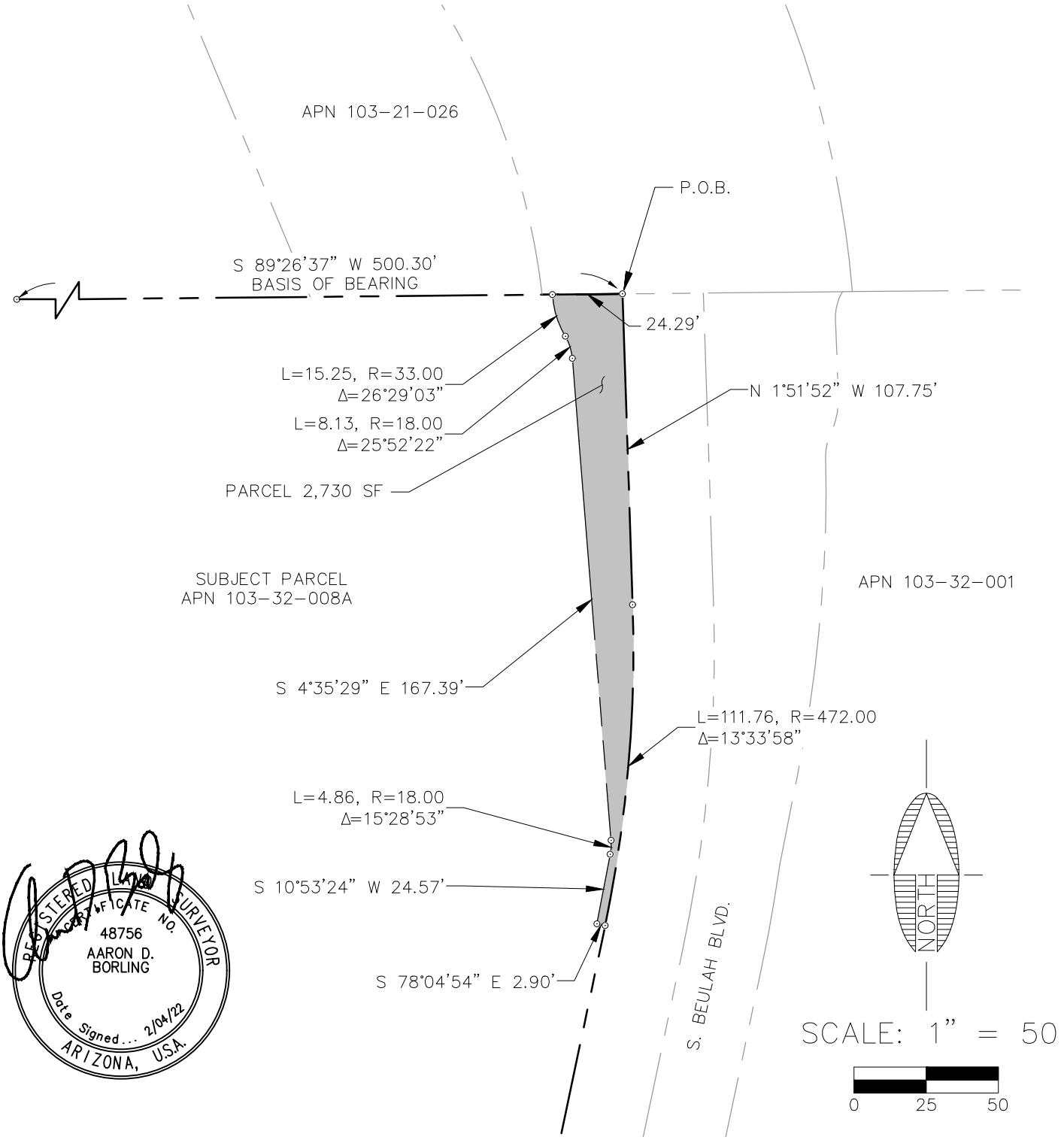


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 03, 2022-4:04pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-01 103-32-008A_LQ_ROW EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/30/2021

A portion of Lot 9 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said Lot 9, from which the northwest corner of said Lot 9 bears South 89°26'37" West, 500.30 feet (Basis of Bearing, South 89°18'19" West, 496.39 feet per R1);

Thence along the north line of said Lot 9, South 89°26'37" West, 24.29 feet to the **POINT OF BEGINNING;**

Thence continuing along said north line, South 89°26'37" West, 8.23 feet;

Thence leaving said north line, South 01°43'36" East, 7.67 feet;

Thence South 35°30'19" East, 13.00 feet;

Thence South 14°47'52" East, 13.93 feet;

Thence South 05°57'22" East, 107.49 feet;

Thence North 85°18'12" East, 2.00 feet;

Thence North 04°35'29" West, 116.79 feet to the beginning of a tangent curve concave to the southwest, having a radius of 18.00 feet and a central angle of 25°52'22";

Thence northerly along said curve, 8.13 feet to the beginning of a tangent curve concave to the northeast, having a radius of 33.00 feet and a central angle of 26°29'03";

Thence northerly along said curve, 15.25 feet to the **POINT OF BEGINNING;**

Containing 581 square feet, or 0.013 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

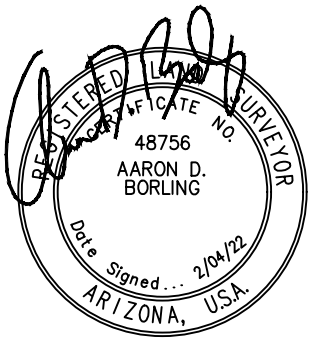
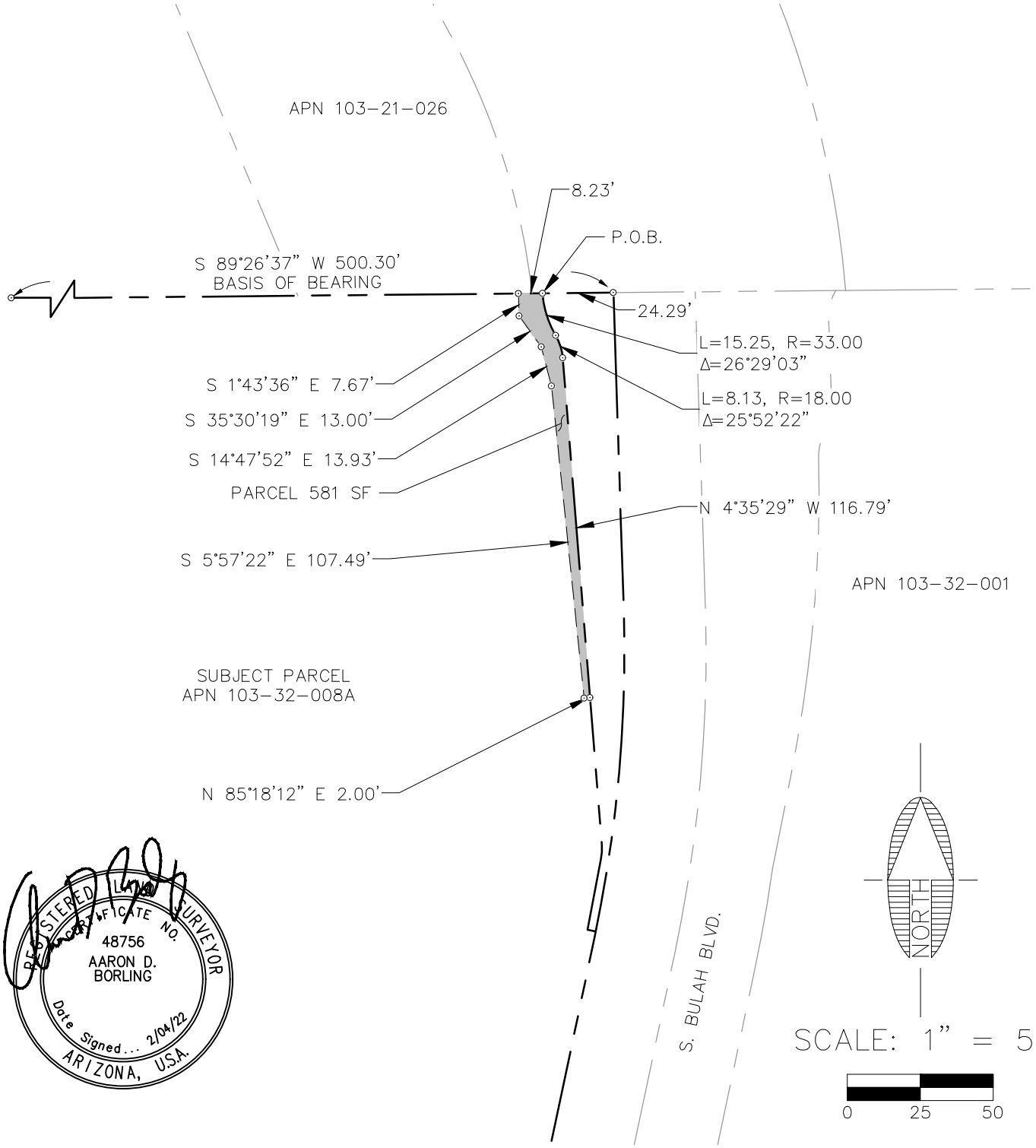


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
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SWI
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928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-02 103-32-008A_LQ PROPERTIES LLC_SLOPE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Feb 03, 2022-4:28pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/27/2022

A portion of that parcel of land as described in Docket 1598, Page 663, said parcel being a portion of Lot 2 as shown on Book 12 of Surveys, Page 76, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said Lot 2, said point being in common with the easterly Right-of-Way line of South Beulah Boulevard, from which the northeast corner of said Lot 2 bears North 88°29'35" East, 412.26 feet (Basis of Bearing, North 88°29'35" East, 413.91 feet per R1);

Thence along said Right-of-Way line, South 11°55'06" West, 38.37 feet to the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, South 11°55'06" West, 23.26 feet to the beginning of a tangent curve concave to the southeast having a radius of 472.00 feet and a central angle of 02°36'00";

Thence continuing along said Right-of-Way line, and southerly along said curve, 21.42 feet;

Thence leaving said Right-of-Way line, South 80°27'46" East, 5.40 feet;

Thence North 10°58'27" East, 44.45 feet;

Thence North 78°04'54" West, 5.08 feet to the **POINT OF BEGINNING;**

Containing 240 square feet, or 0.006 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

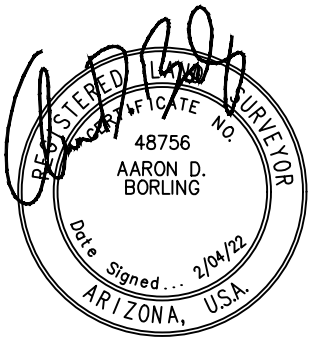
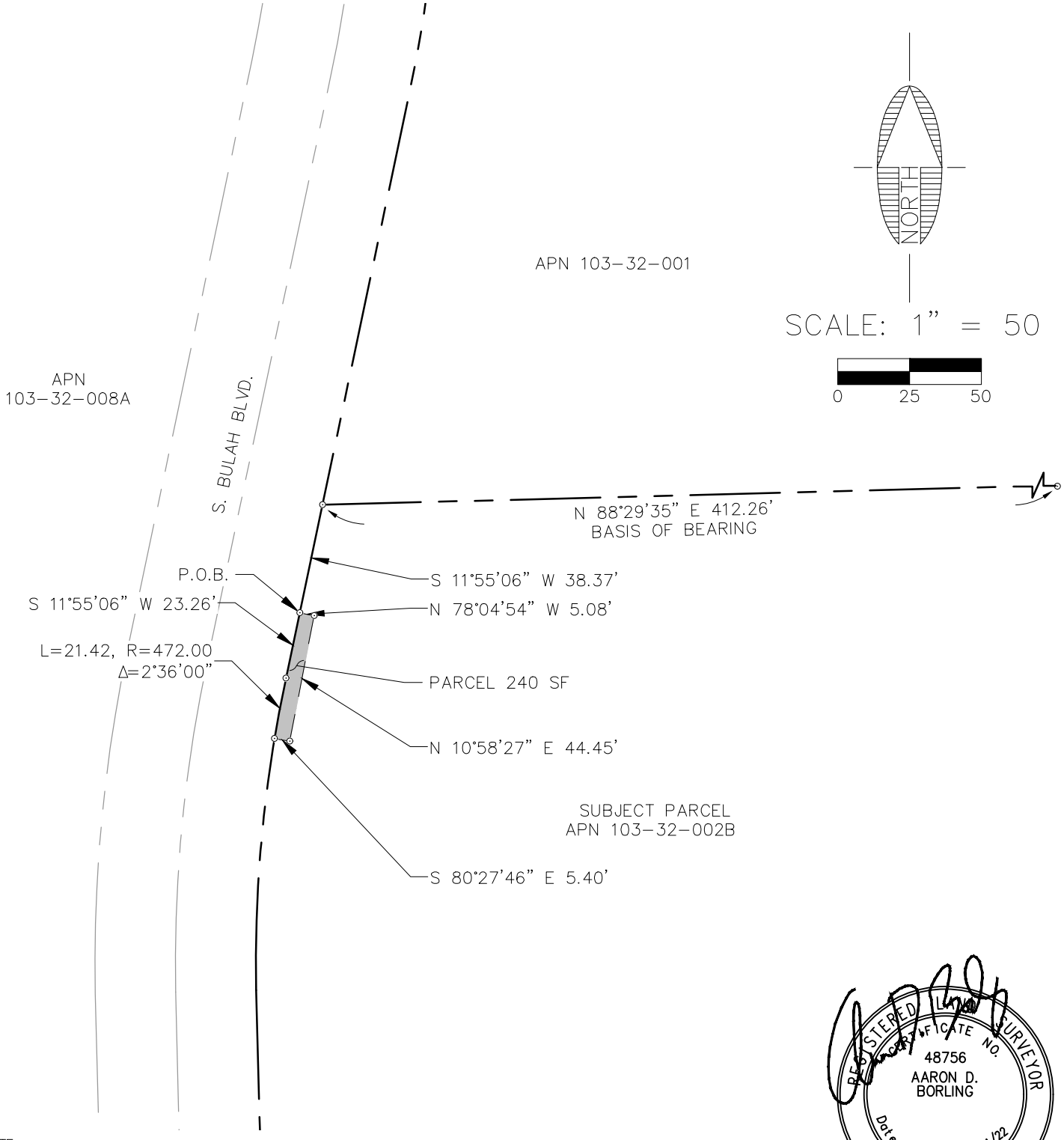


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 03, 2022-4:46pm
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LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/27/2022

A portion of Lot 1 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said Lot 1, said point being in common with the easterly Right-of-Way line of South Beulah Boulevard as shown on R1, from which the northeast corner of said Lot 1 bears North 89°26'37" East, 370.92 feet (Basis of Bearing, North 89°18'19" East, 369.48 feet per R1) and the **POINT OF BEGINNING;**

Thence along said Right-of-Way line, South 01°51'52" East, 106.47 feet to the beginning of a tangent curve concave to the northwest having a radius of 528.00 feet and a central angle of 9°58'08";

Thence continuing along said Right-of-Way line, and southerly along said curve, 91.87 feet;

Thence leaving said Right-of-Way line, North 11°10'34" East, 31.69 feet to the beginning of a tangent curve concave to the northwest having a radius of 502.50 feet and a central angle of 12°36'29";

Thence northerly along said curve, 110.58 feet to the beginning of a tangent curve concave to the southeast having a radius of 18.00 feet and a central angle of 26°44'07";

Thence northerly along said curve 8.40 feet to the beginning of a tangent curve concave to the northwest having a radius of 27.00 feet and a central angle of 27°20'56";

Thence northerly along said curve, 12.89 feet;

Thence North 02°03'31" West, 26.60 feet to the beginning of a tangent curve concave to the east having a radius of 18.00 feet and a central angle of 33°09'25";

Thence northerly along said curve, 10.42 feet to a point on the north line of said Lot 1;

Thence along said north line, South 89°26'37" West, 20.10 feet to the **POINT OF BEGINNING;**

Containing 1,930 square feet, or 0.044 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

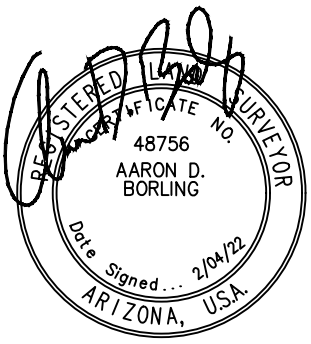
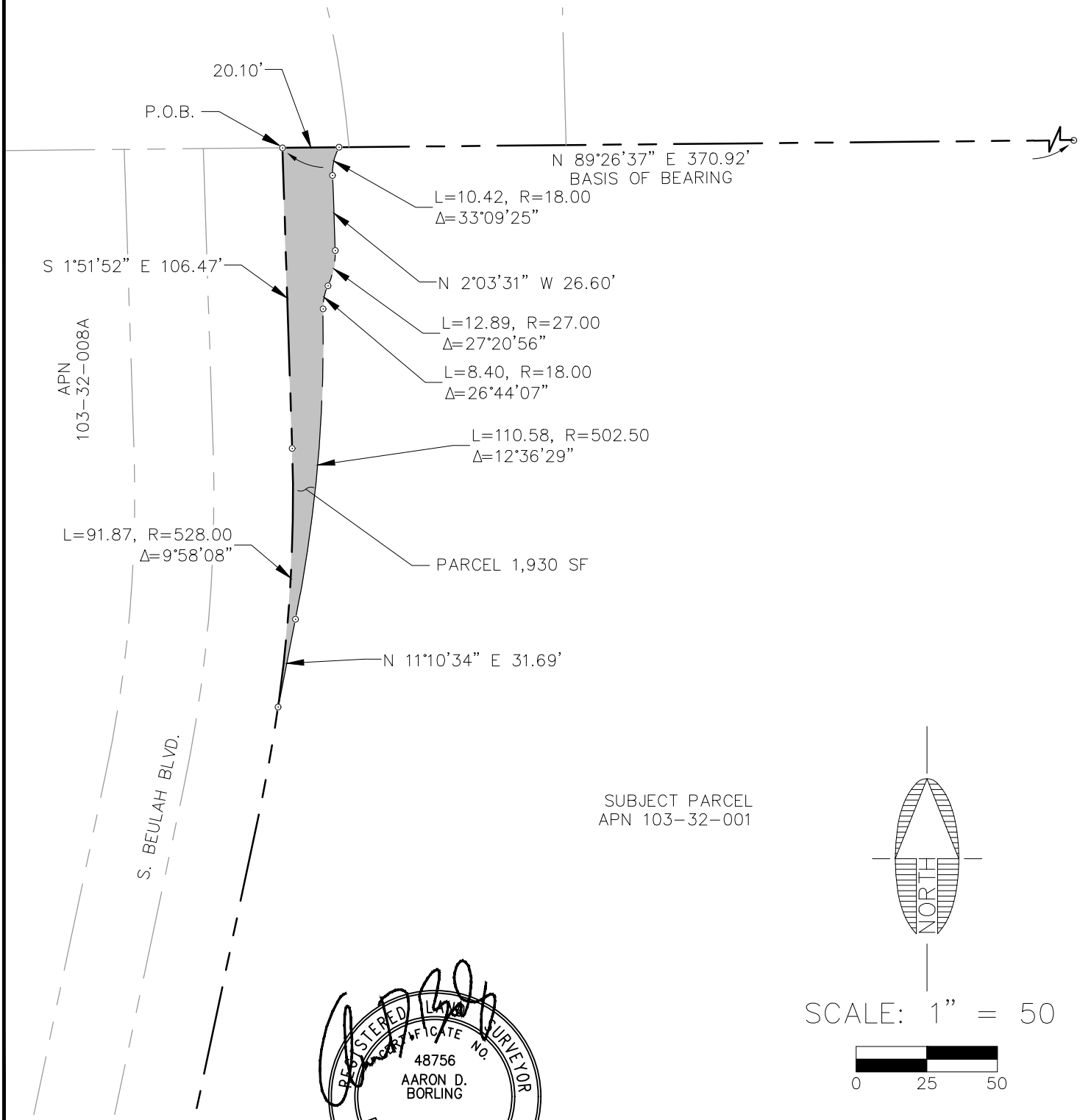


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
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SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 03, 2022-5:07pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-06 103-32-001_FLAGSTAFF HOTEL_ROW EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/27/2022

A portion of Lot 1 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said Lot 1, said point being in common with the easterly Right-of-Way line of South Beulah Boulevard as shown on R1, from which the northeast corner of said Lot 1 bears North 89°26'37" East, 370.92 feet (Basis of Bearing, North 89°18'19" East, 369.48 feet per R1);

Thence along the north line of said Lot 1, North 89°26'37" East, 20.10 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 18.00 feet and being subtended by a chord which bears South 13°18'16" West, 10.28 feet and the **POINT OF BEGINNING;**

Thence southerly along said curve, 10.35 feet through a central angle of 32°57'16";

Thence South 02°03'31" East, 26.60 feet to the beginning of a tangent curve concave to the northwest having a radius of 27.00 feet and a central angle of 27°20'56";

Thence southerly along said curve, 12.89 feet to the beginning of a tangent curve concave to the southeast having a radius of 18.00 feet and a central angle of 26°44'07";

Thence southerly along said curve, 8.40 feet to the beginning of a tangent curve concave to the west having a radius of 502.50 feet and a central angle of 09°36'51";

Thence southerly along said curve, 84.32 feet;

Thence South 81°38'11" East, 3.55 feet;

Thence North 11°18'48" East, 55.66 feet;

Thence North 01°51'52" West, 84.71 feet;

Thence North 89°18'08" East, 11.95 feet;

Thence North 59°54'08" East, 5.11 feet to a point on the north line of said Lot 1;

Thence along said north line, South 89°26'37" West, 17.04 feet to the **POINT OF BEGINNING;**

Containing 848 square feet, or 0.019 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

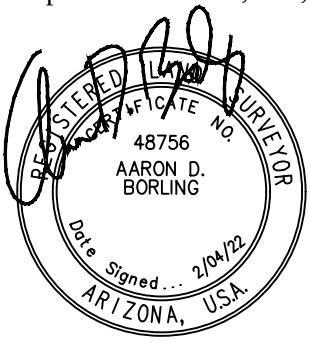
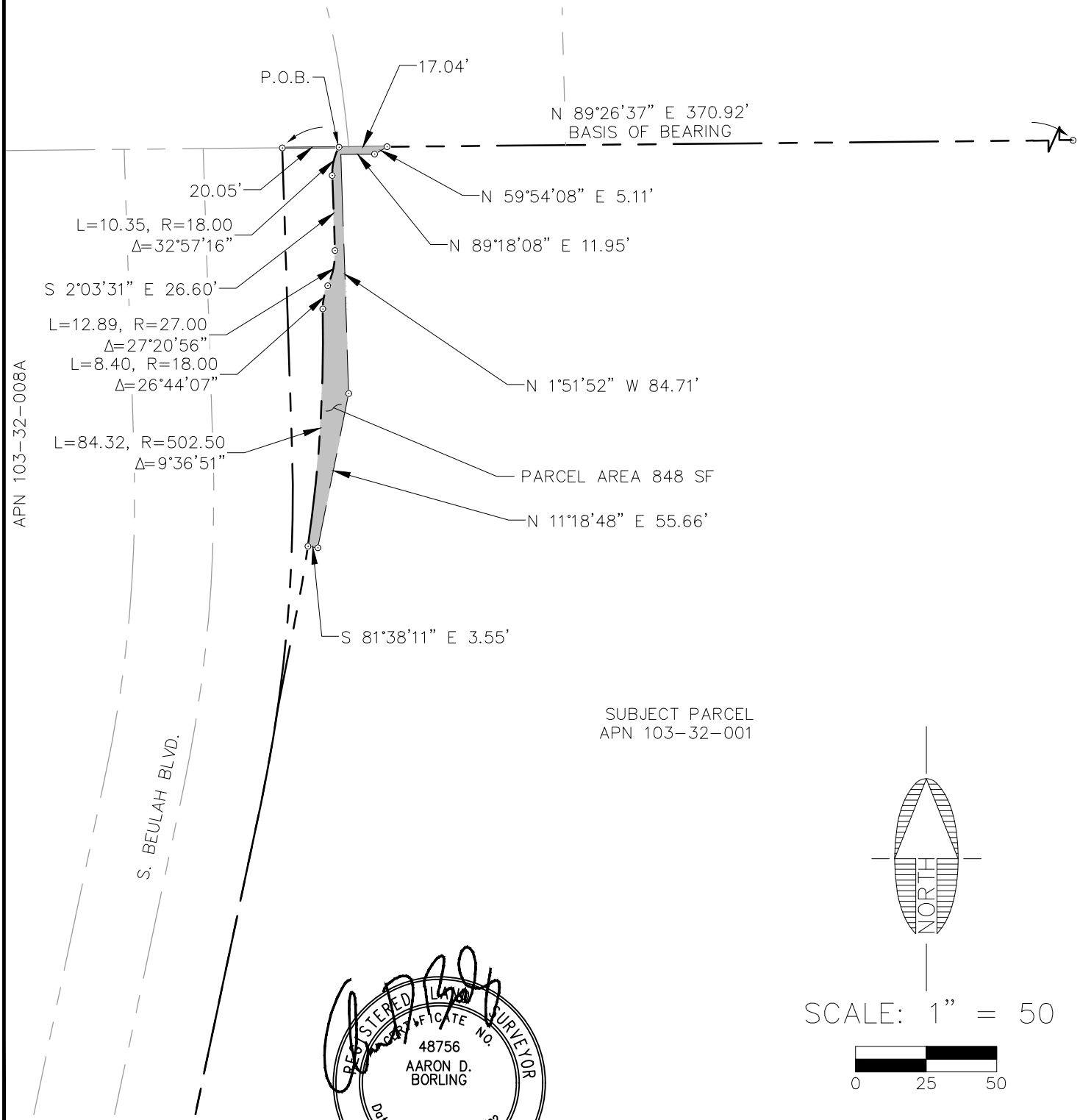


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 03, 2022-5:36pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-07 103-32-001_FLAGSTAFF HOTEL_TCE EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/27/2022

A portion of Lot 1 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said Lot 1, said point being in common with the easterly Right-of-Way line of South Beulah Boulevard as shown on R1, from which the northeast corner of said Lot 1 bears North 89°26'37" East, 370.92 feet (Basis of Bearing, North 89°18'19" East, 369.48 feet per R1);

Thence along the north line of said Lot 1, North 89°26'37" East, 20.10 feet to the beginning of a non-tangent curve concave to the east having a radius of 18.00 feet and being subtended by a chord which bears South 25°21'51" West, 2.83 feet;

Thence southerly along said curve, 2.83 feet through a central angle of 09°00'57" to the beginning of a tangent curve concave to the east having a radius of 18.00 feet and being subtended by a chord which bears South 08°53'52" West 7.46 feet and the **POINT OF BEGINNING;**

Thence southerly along said curve, 7.58 feet through a central angle of 24°08'29";

Thence South 02°03'31" East, 2.58 feet;

Thence North 89°18'08" East, 15.02 feet;

Thence North 00°41'52" West, 10.00 feet;

Thence South 89°18'08" West, 13.84 feet to the **POINT OF BEGINNING;**

Containing 148 square feet, or 0.003 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

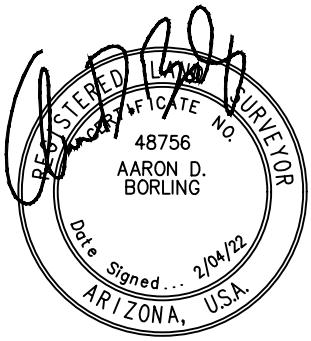
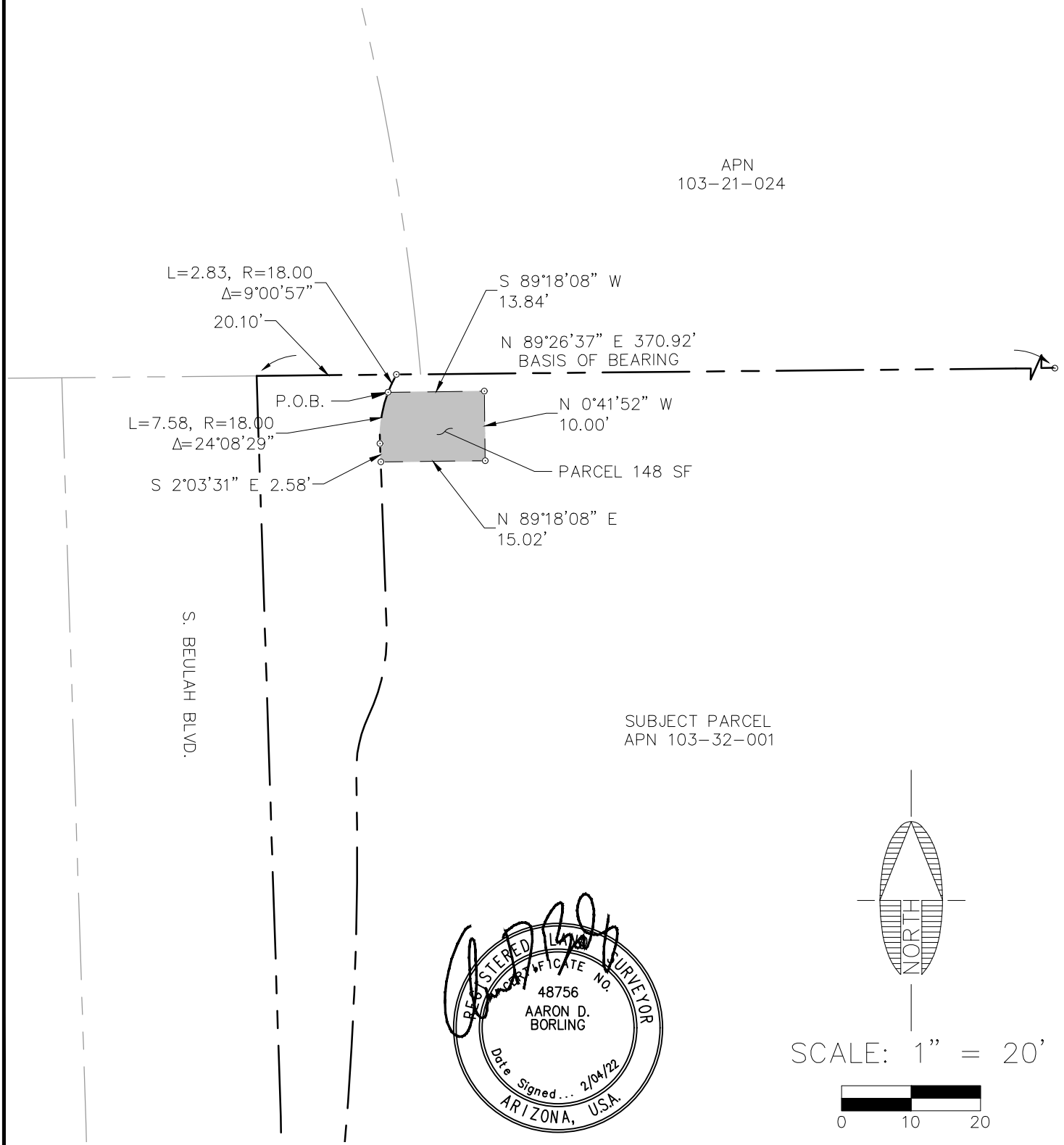


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
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SWI
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JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 03, 2022-5:58pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-08 103-32-001_PUE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/22/2021

A portion of Tract 'B' as shown on Case 4, Map 62, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at found aluminum cap marked 'RLS 48756' the northeast corner of said parcel, as shown on Instrument Number 3861259, Official Records of Coconino County, from which a ½" rebar with tag 'RLS 26407' on the easterly line of said parcel bears South 2°14'41" West, 130.99 feet (Basis of Bearing);

Thence along said easterly line, South 2°14'41" West, 51.34 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said easterly line, South 39°36'07" West, 38.08 feet;

Thence North 50°23'53" West, 16.00 feet;

Thence North 39°36'07" East, 31.54 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 427.00 feet and a central angle of 2°19'10" and being subtended by a chord bearing South 72°37'24" East, 17.28 feet;

Thence southeasterly along said curve 17.29 feet to the **TRUE POINT OF BEGINNING.**

Containing 558 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

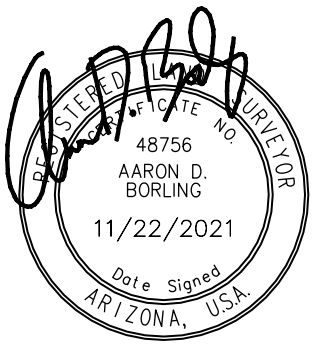
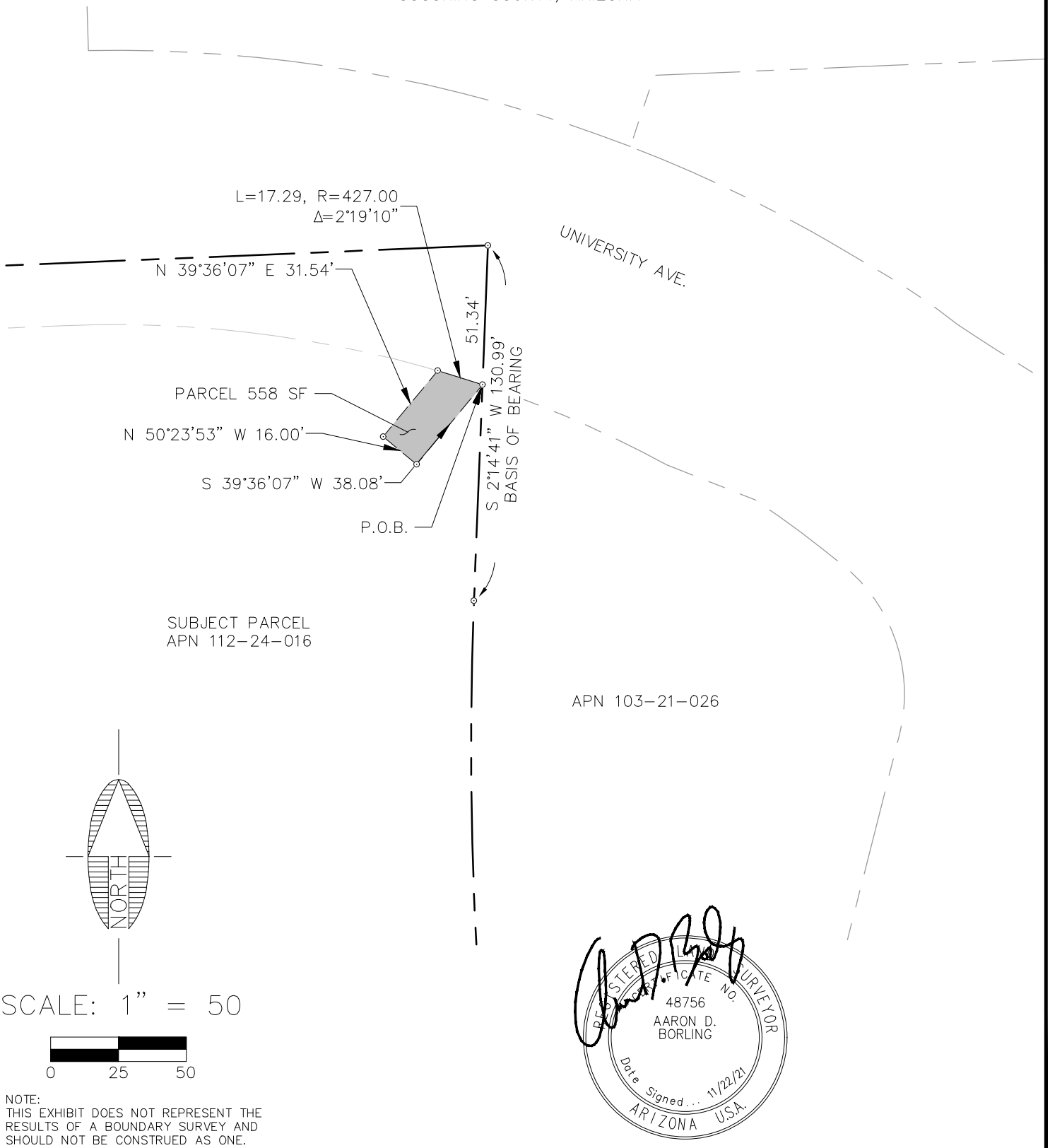


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50

0 25 50

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/22/21
ARIZONA U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\PUE\112-24-016 WOODLANDS VILLAGE APARTMENTS_PUE_NorthEast.DWG SWI-C3D-2021
PLOTTED: Nov 29, 2021-4:56pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/14/2021

A portion of Tract 'B', Woodlands Village Unit One as shown on Case 4, Map 62, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said Tract 'B', said point being in common with the northwest corner of Parcel No. 1 as shown on Instrument Number 3861259, Official Records of Coconino County (herein referred to as R1), and the south Right-of-Way line of West University Avenue as shown on R1, and the **POINT OF BEGINNING**;

Thence along the north line of said Tract 'B', and said Right-of-Way line, South 87°36'18" West (Basis of Bearing, R1), 424.08 feet to the northwest corner of said Tract 'B';

Thence along the west line of said Tract 'B', South 2°23'43" East, 23.00 feet;

Thence leaving said west line, North 87°36'18" East, 267.38 feet to the beginning of a tangent curve concave to the south, having a radius of 427.00 feet;

Thence easterly along said curve, 155.99 feet through a central angle of 20°55'53" to a point on the east line of said Tract 'B';

Thence along said east line, North 2°14'41" East, 51.35 feet to the **POINT OF BEGINNING**;

Containing 11,178 square feet, or 0.257 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

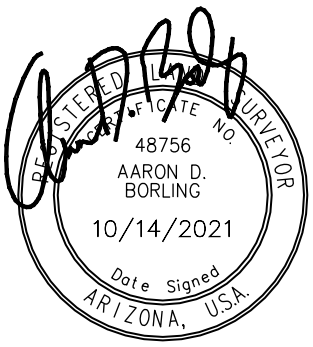
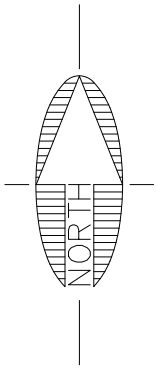


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 100'

0 50 100

APN
103-20-059D

P.O.B.

W. UNIVERSITY AVE.

S 87°36'18" W 424.08'
BASIS OF BEARING

N 87°36'18" E 267.38'

S 2°23'43" E
23.00'

L=155.99, R=427.00
Δ=20°55'53"

PARCEL AREA 11,178 SF

N 2°14'41" E 51.35'

W. UNIVERSITY AVE.

SUBJECT PARCEL
APN 112-24-016
TRACT 'B' WOODLANDS
VILLAGE, UNIT 1

APN 103-21-026

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 21
SCALE	1"=100'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\2021-08-13 Legal Description Exhibits\ROW\112-24-016 WOODLANDS VILLAGE APARTMENTS_ROW.dwg SWI-C3D-2021 PLOTTED: Oct 14, 2021-10:40am

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/28/2022

A portion of that parcel of land as described in Instrument Number 3773164 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said parcel, said point being in common with the north Right-of-Way line of West University Avenue, from which the northeast corner of said parcel bears North 01°29'47" West, 416.11 feet (Basis of Bearing, North 01°32'03" West, 415.82 feet per R1) and the **POINT OF BEGINNING;**

Thence along the east line of said parcel, North 01°29'47" West, 6.31 feet;

Thence leaving said east line, South 87°36'18" West, 57.37 feet;

Thence South 02°23'42" East, 6.31 feet, to a point on the northerly Right-of-Way line of West University Avenue;

Thence along said Right-of-Way line, North 87°36'18" East, 57.27 feet to the **POINT OF BEGINNING;**

Containing 362 square feet, or 0.008 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

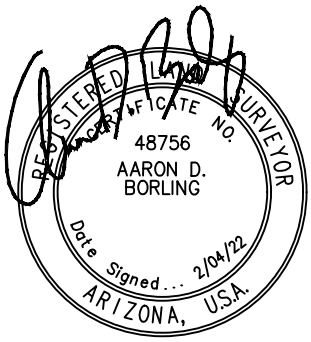
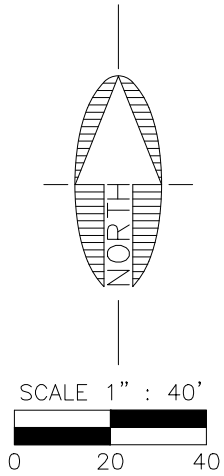
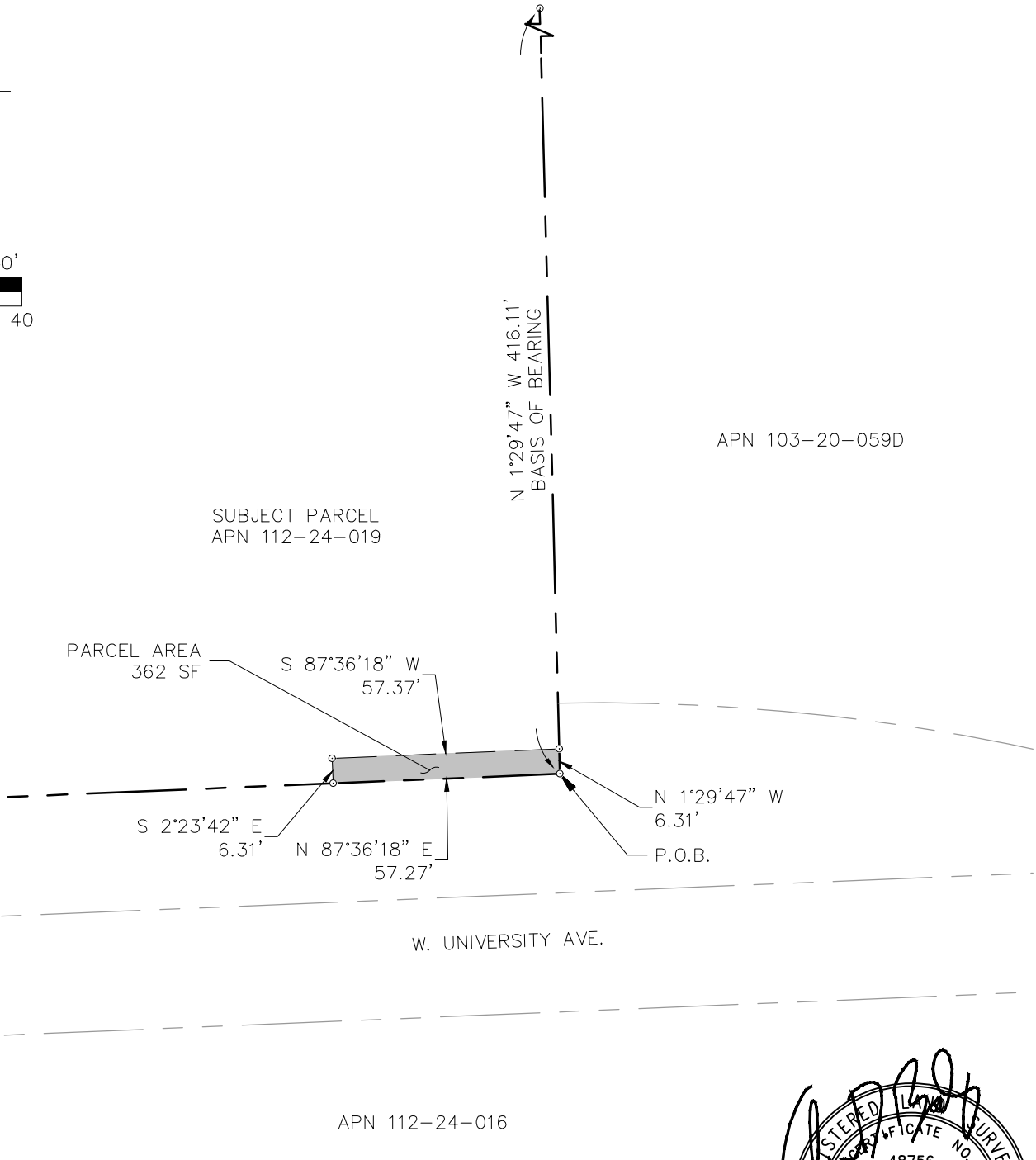


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
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SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-11:14am
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-11 112-24-019 HAVEN FLAGSTAFF_TCE.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/28/2022

A portion of Tract 'A' as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said Tract 'A', from which a point on the westerly line of said Tract 'A' bears North 22°42'39" West, 477.16 feet (Basis of Bearing);

Thence along said south line of said Tract 'A', North 89°26'37" East, 75.65 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said south line, North 89°26'37" East, 4.68 feet, to the southeast corner of said Tract 'A', said point being in common with the westerly Right-of Way line of South Beulah Boulevard as shown on R1, and the beginning of a non-tangent curve concave to the southwest having a radius of 245.00 feet and a central angle of 28°55'38" and being subtended by a chord which bears North 21°03'10" West, 122.39 feet;

Thence along said Right-of-Way line, and northerly along said curve, 123.70 feet;

Thence continuing along said Right-of-Way line, North 35°31'00" West, 216.60 feet, to the beginning of a tangent curve concave to northeast having a radius of 605.00 feet and a central angle of 36°29'22";

Thence continuing along said Right-of-Way line, and northerly along said curve, 385.30 feet;

Thence leaving said Right-of-Way line, South 02°34'12" West, 31.97 feet;

Thence South 04°15'28" East, 75.57 feet;

Thence South 10°12'58" East, 33.98 feet;

Thence South 12°31'22" East, 45.10 feet;

Thence South 16°52'55" East, 32.84 feet;

Thence South 19°07'02" East, 94.71 feet;

Thence South 21°31'05" East, 41.68 feet;

Thence South 29°21'44" East, 44.88 feet;

Thence South 34°17'48" East, 35.21 feet;

Thence South 42°41'47" East, 30.89 feet;

Thence South 42°46'33" East, 65.01 feet;

Thence South 36°57'31" East, 102.78 feet;

Thence South 26°04'17" East, 43.66 feet;

Thence South 16°06'48" East, 49.83 feet to the **POINT OF BEGINNING;**

Containing 7,902 square feet, or 0.181 Acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

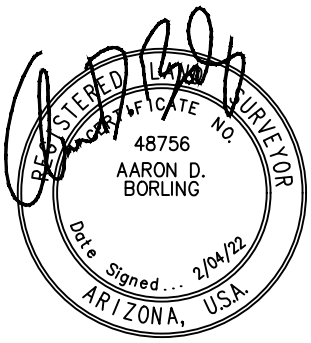
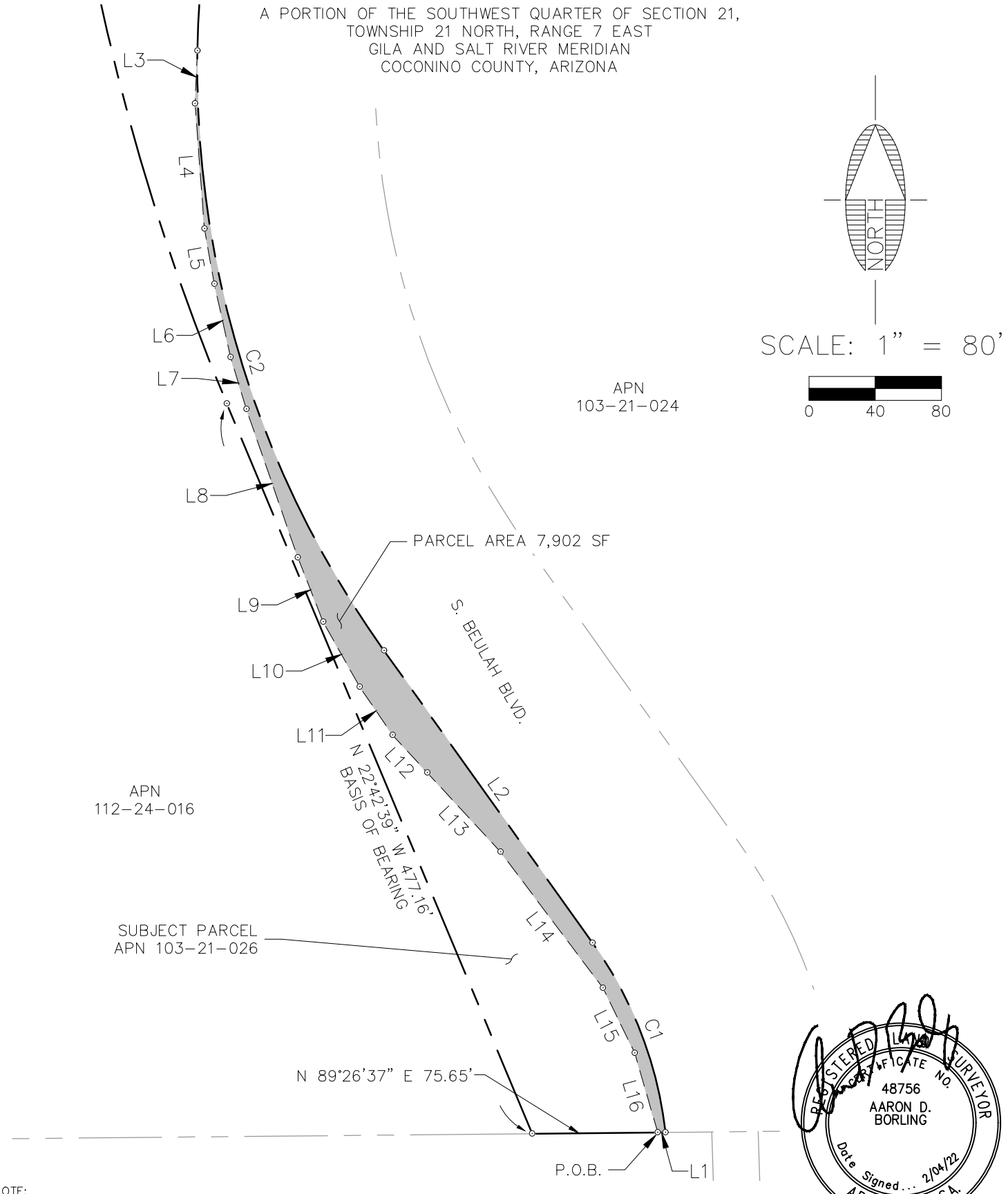


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 4

PLOTTED: Feb 04, 2022-11:23am
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-12 103-21-026_VP CINEMA LLC_SLOPE EXHIBIT.dwg SWI-C3D-2021

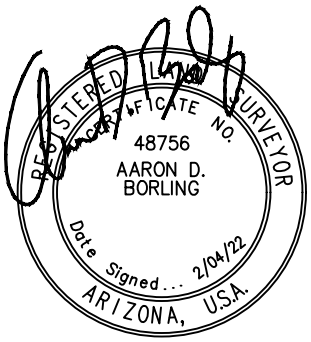
PLOTTED: Feb 04, 2022-11:24am
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-12 103-21-026_VP CINEMA LLC_SLOPE EXHIBIT.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L1	4.68	N89°26'37"E
L2	216.60	N35°31'00"W
L3	31.97	S2°34'12"W
L4	75.57	S4°15'28"E
L5	33.98	S10°12'58"E
L6	45.10	S12°31'22"E
L7	32.84	S16°52'55"E
L8	94.71	S19°07'02"E
L9	41.68	S21°31'05"E
L10	44.88	S29°21'44"E
L11	35.21	S34°17'48"E
L12	30.89	S42°41'47"E
L13	65.01	S42°46'33"E
L14	102.78	S36°57'31"E
L15	43.66	S26°04'17"E
L16	49.83	S16°06'48"E

Curve Table			
Curve #	Length	Radius	Delta
C1	123.70	245.00	28°55'38"
C2	385.30	605.00	36°29'22"



NOTE:
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SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/26/2022

A portion of Tract 'A' as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the west line of said Tract 'A', from which a point on the westerly line of the proposed West University Avenue as shown on R1 bears North 02°14'41" East, 131.00 feet (Basis of Bearing, R1);

Thence along said west line, North 02°14'41" East, 79.65 feet, to the northwest corner of said Tract 'A', said point being in common with the southerly Right-of-Way line of West University Avenue as shown on R1, and the beginning of a non-tangent curve concave to the southwest having a radius of 427.00 feet and a central angle of 09°56'19" and being subtended by a chord which bears South 66°29'40" East, 73.98 feet;

Thence along said Right-of-Way line, and southeasterly along said curve, 74.07 feet;

Thence continuing along said Right-of-Way line, South 68°26'36" East, 5.24 feet, to the **POINT OF BEGINNING;**

Thence South 68°26'36" East, 30.04 feet, to the beginning of a non-tangent curve concave to the southwest having a radius of 481.00 feet and a central angle of 04°48'30" and being subtended by a chord which bears South 53°17'52" East, 40.35 feet;

Thence southeasterly along said curve 40.37 feet, to the beginning of a tangent curve concave to the southwest having a radius of 61.00 feet and a central angle of 21°39'26";

Thence southeasterly along said curve, 23.06 feet;

Thence leaving said Right-of-Way line, North 54°55'23" West, 91.70 feet to the **POINT OF BEGINNING;**

Containing 456 square feet, or 0.010 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

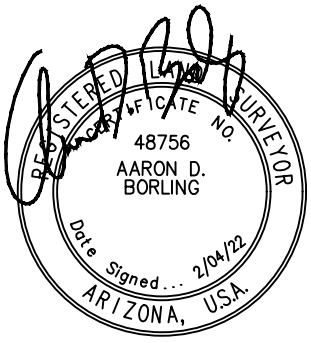
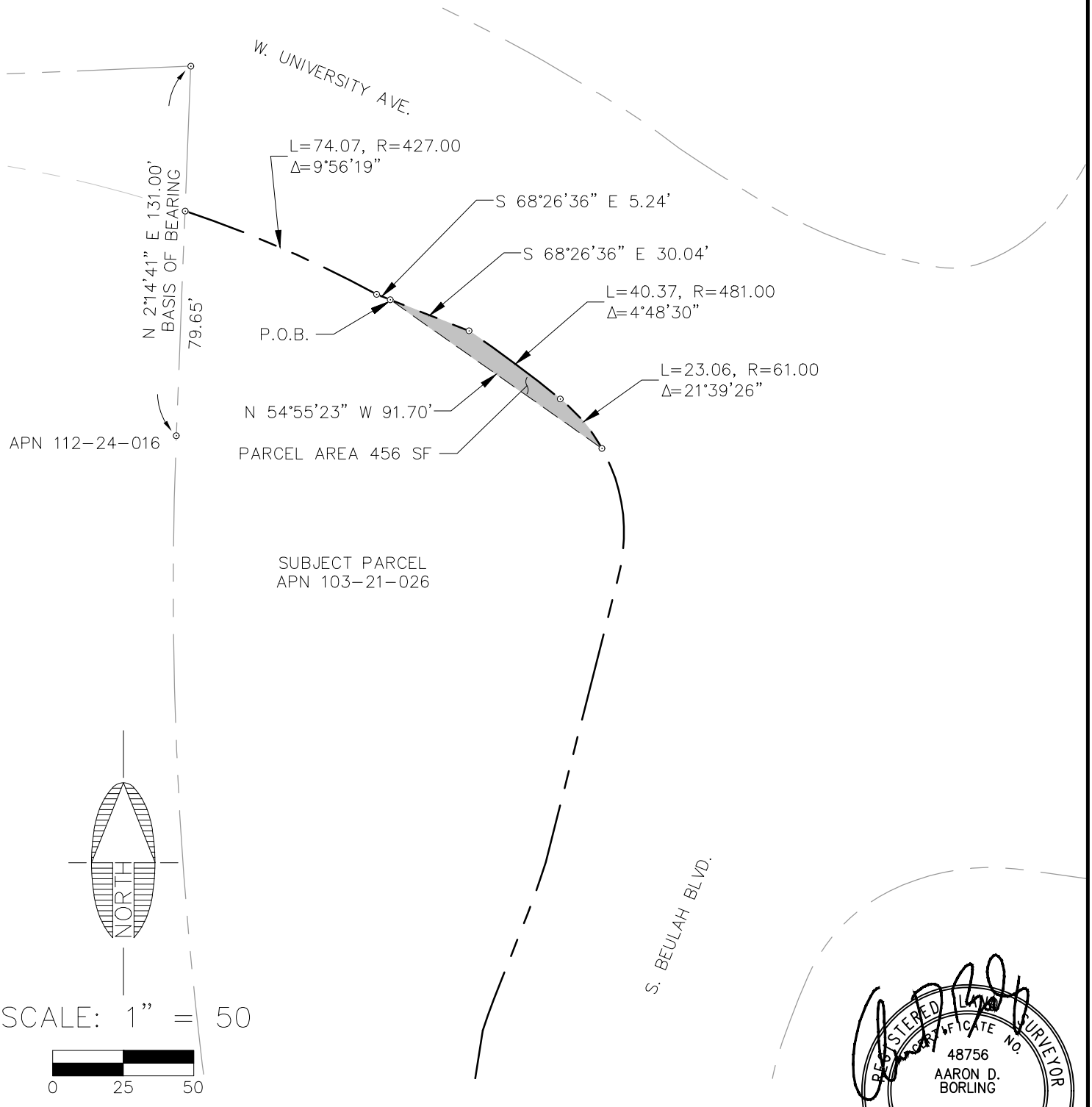


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-13 103-21-026_VP CINEMA LLC_SLOPE EXHIBIT NORTH.dwg SWI-C3D-2021
PLOTTED: Feb 04, 2022-11:35am

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/22/2021

A portion of Tract 'A' as shown on Instrument Number 3861259, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at an aluminum cap 'RLS 48756' at the southwest corner of said parcel, from which a ½" rebar with tag 'RLS 48756' on the westerly line of said parcel bears North 22°42'39" West, 477.16 feet (Basis of Bearing);

Thence along said westerly line, North 22°42'39" West, 307.61 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said westerly line, North 22°42'39" West, 21.35 feet;

Thence leaving said westerly line, North 25°48'52" East, 28.73 feet to a point on the easterly line of said parcel, said point being in common with the westerly Right-of-Way line of South Beulah Boulevard, and the beginning of a non-tangent curve concave to the northeast having a radius of 605.00 feet and a central angle of 1°47'19" and being subtended by a chord bearing South 32°05'55" East, 18.88 feet;

Thence southeasterly along said curve, and along said Right-of-Way line, 18.89 feet;

Thence leaving said said Right-of-Way line, South 25°48'52" West, 32.84 feet to the **TRUE POINT OF BEGINNING.**

Containing 492 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

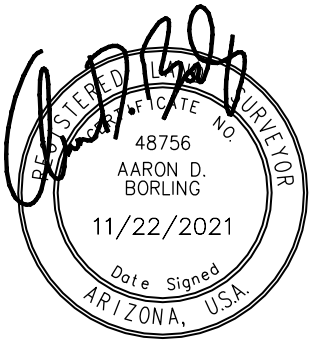
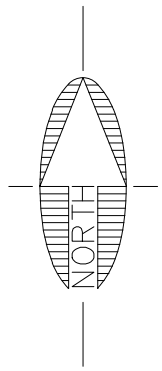


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 80'

0 40 80

APN
103-21-024

L=18.89, R=605.00
Δ=1°47'19"

PARCEL 492 SF

N 25°48'52" E 28.73'

21.35'

P.O.B.

S. BEULAH BLVD.

S 25°48'52" W 32.84'

N 22°42'39" W 477.16'
BASIS OF BEARING

307.61'

APN
112-24-016

SUBJECT PARCEL
APN 103-21-026
TRACT 'A'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/22/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\DRAINAGE\103-21-026_VP CINEMA LLC_DRAINAGE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Nov 29, 2021-6:01pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/28/2022

A portion of Tract 'A' as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the west line of said Tract 'A', from which a point on the westerly line of the proposed West University Avenue as shown on R1 bears North 02°14'41" East, 131.00 feet (Basis of Bearing, R1);

Thence along said west line, North 02°14'41" East, 79.65 feet, to the northwest corner of said Tract 'A', said point being in common with the southerly Right-of-Way line of West University Avenue as shown on R1, and the beginning of a non-tangent curve concave to the southwest having a radius of 427.00 feet and a central angle of 09°56'19" and being subtended by a chord which bears South 66°29'40" East, 73.98 feet;

Thence along said Right-of-Way line, and southeasterly along said curve, 74.07 feet;

Thence continuing along said Right-of-Way, South 68°26'36" East, 35.27 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 481.00 feet and a central angle of 04°48'30" and being subtended by a chord which bears South 53°17'52" East, 40.35 feet;

Thence southeasterly along said curve, 40.37 feet to the beginning of a tangent curve concave to the southwest having a radius of 61.00 feet and a central angle of 21°39'26";

Thence southeasterly along said curve, 23.06 feet to the **POINT OF BEGINNING;**

Thence leaving said Right-of-Way, North 54°55'23" West, 13.24 feet;

Thence South 25°21'38" East, 23.26 feet;

Thence South 06°51'23" West, 29.72 feet;

Thence South 16°35'49" West, 166.28 feet;

Thence South 12°15'20" West, 99.91 feet;

Thence South 02°36'31" East, 51.96 feet;

Thence South 11°09'41" East, 24.47 feet, to the beginning of a non-tangent curve concave to the southeast having a radius of 608.50 feet and a central angle of 08°47'00" and being subtended by a chord which bears North 04°51'15" East, 93.19 feet;

Thence northerly along said curve, 93.28 feet;

Thence South 80°51'50" East, 3.50 feet, to a point on the westerly Right-of-Way line of South Beulah Boulevard as shown on R1;

Thence along said Right-of-Way line, North 09°08'10" East, 78.39 feet, to the beginning of a non-tangent curve concave to the southeast having a radius of 152.00 feet and a central angle of 04°19'53" and being subtended by a chord which bears North 19°23'12" East, 11.49 feet;

Thence continuing along said Right-of-Way line, and northerly along said curve 11.49 feet;

Thence continuing along said Right-of-Way line, North 21°33'09" East, 33.04 feet, to the beginning of a non-tangent curve concave to the southeast having a radius of 251.57 feet and a central angle of 04°21’17” and being subtended by a chord which bears North 19°21’05” East, 19.12 feet;

Thence continuing along said Right-of-Way line, and northerly along said curve, 19.12 feet;

Thence continuing along said Right-of-Way line, North 14°15'29" East, 104.94 feet, to the beginning of a tangent curve concave to the west having a radius of 61.00 feet and a central angle of 43°29’40” and being subtended by a chord which bears North 07°29’21” West, 45.20 feet;

Thence continuing along said Right-of-Way line, and northerly along said curve, 46.31 feet to the **POINT OF BEGINNING;**

Containing 4,236 square feet, or 0.097 Acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

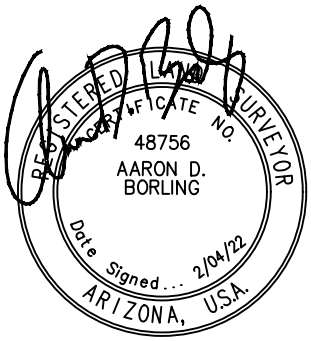
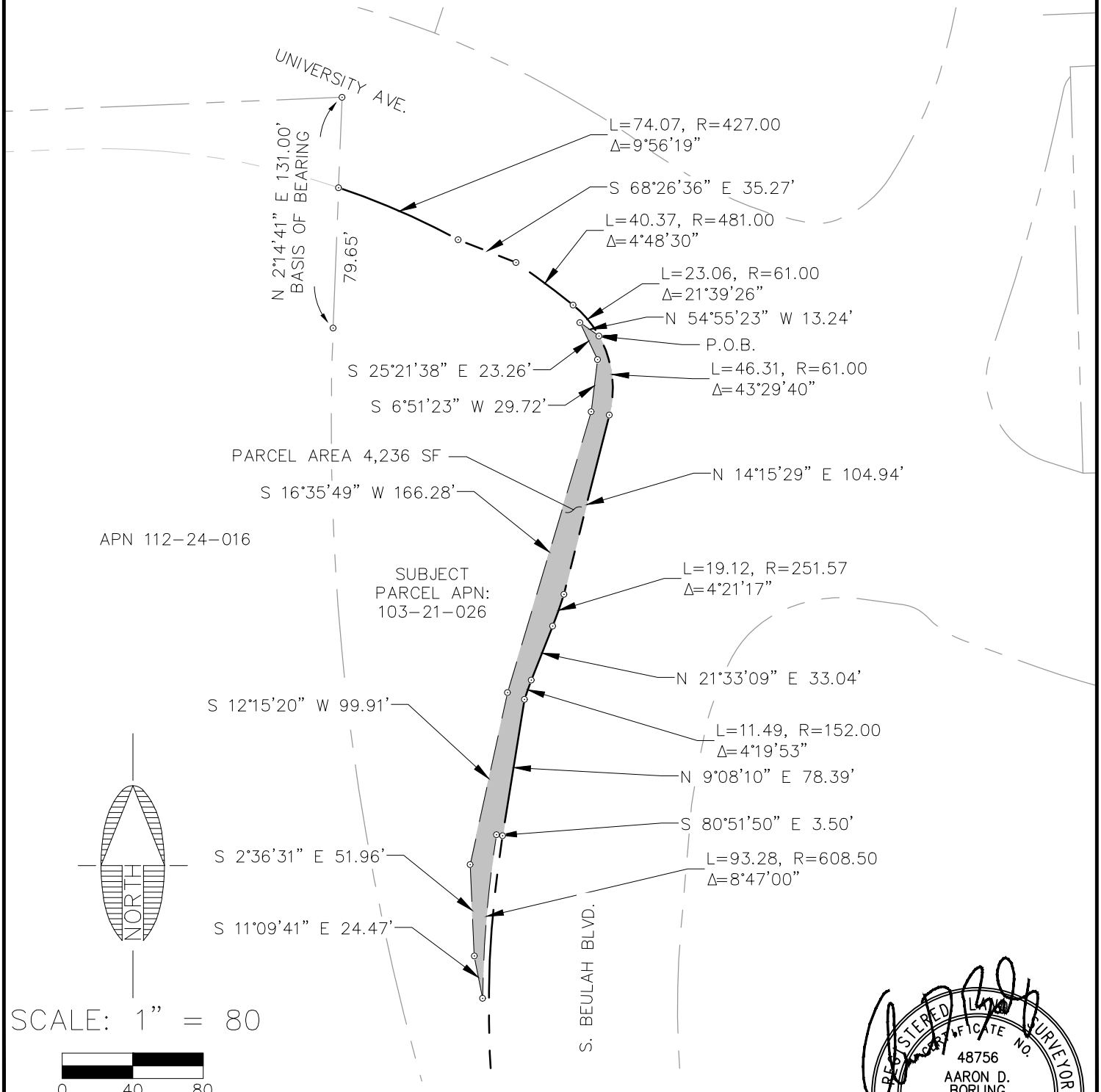


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 80

0 40 80

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

PLOTTED: Feb 04, 2022-11:46am
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-15 103-21-026_VP CINEMA LLC_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/03/2022

A portion of Lot 1 as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said Lot 1, from which the southeast corner of said Lot 1 bears North 89°26'37" East, 363.36 feet (Basis of Bearing, R1) and the **POINT OF BEGINNING;**

Thence along the south line of said Lot 1, North 89°26'37" East, 38.29 feet;

Thence leaving said south line, North 00°33'23" West, 21.17 feet;

Thence North 17°00'51" West, 114.03 feet;

Thence North 35°26'51" West, 357.58 feet;

Thence North 18°41'35" West, 129.98 feet;

Thence North 05°39'17" West, 123.83 feet;

Thence North 06°24'42" East, 133.35 feet;

Thence North 31°17'33" East, 53.35 feet;

Thence South 70°34'34" East, 162.57 feet;

Thence South 01°13'25" East, 53.73 feet;

Thence North 88°48'44" East, 58.88 feet;

Thence North 01°13'25" West, 43.55 feet;

Thence North 88°48'49" East, 330.23 feet;

Thence North 45°16'07" West, 13.79 feet to a point on the southerly Right-of-Way line of West University Avenue as shown on R1;

Thence along said Right-of-Way line, South 88°38'19" West, 108.10 feet to the beginning of a tangent curve concave to the north having a radius of 55.25 feet and a central angle of 28°04'21";

Thence continuing along said Right-of-Way line, and westerly along said curve, 27.07 feet to the beginning of a tangent curve concave to the south having a radius of 38.25 feet and a central angle of 28°04'21";

Thence continuing along said Right-of-Way line, and westerly along said curve, 18.74 feet;

Thence continuing along said Right-of-Way line, South 88°38'19" West, 69.24 feet to the beginning of a tangent curve concave to the north having a radius of 488.50 feet and a central angle of 08°21'07";

Thence continuing along said Right-of-Way line, and westerly along said curve, 71.21 feet;

Thence continuing along said Right-of-Way line, South 53°11'05" West, 7.18 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 493.50 feet and a central angle of 06°27'20" and being subtended by a chord which bears North 79°03'34" West 57.64 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 57.67 feet

Thence continuing along said Right-of-Way line, North 31°17'01" West, 7.18 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 488.50 feet and a central angle of 04°40'09" and being subtended by a chord which bears North 72°46'30" West 39.80 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 39.81 feet

Thence continuing along said Right-of-Way line, North 70°26'26" West, 31.67 feet;

Thence continuing along said Right-of-Way line, North 70°04'18" West, 14.03 feet to the beginning of a tangent curve concave to the northeast having a radius of 52.00 feet and a central angle of 26°45'11";

Thence continuing along said Right-of-Way line, and westerly along said curve, 24.28 feet to the beginning of a tangent curve concave to the southwest having a radius of 22.72 feet and a central angle of 38°49'43";

Thence continuing along said Right-of-Way line, and westerly along said curve, 15.40 feet to the beginning of a non-tangent curve concave to the north having a radius of 5012.00 feet and a central angle of 00°15'31" and being subtended by a chord which bears North 82°01'04" West 22.63 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 22.63 feet to the beginning of a non-tangent curve concave to the north having a radius of 118.00 feet and a central angle of 01°57'56" and being subtended by a chord which bears North 82°52'16" West 4.05 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 4.05 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 81.00 feet and a central angle of 32°26'42" and being subtended by a chord which bears South 79°55'25" West 45.26 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 45.87 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 61.00 feet and a central angle of 39°51'34" and being subtended by a chord which bears South 43°46'17" West 41.59 feet;

Thence continuing along said Right-of-Way line, and southwesterly along said curve, 42.44 feet to a point on the easterly Right-of-Way line of South Beulah Boulevard as shown on R1, and the beginning of a non-tangent curve concave to the southeast having a radius of 298.00 feet and a central angle of 04°55'24" and being subtended by a chord which bears South 21°22'47" West 25.60 feet;

Thence continuing along said Right-of-Way line, and southerly along said curve, 25.61 feet to the beginning of a non-tangent curve concave to the east having a radius of 98.00 feet and a central angle of 06°57'54" and being subtended by a chord which bears South 15°26'08" West 11.91 feet;

Thence continuing along said Right-of-Way line, and southerly along said curve, 11.91 feet to the beginning of a non-tangent curve concave to the east having a radius of 857.50 feet and a central angle of 02°57'25” and being subtended by a chord which bears South 10°28'28" West 44.25 feet;

Thence continuing along said Right-of-Way line, and southerly along said curve, 44.25 feet;

Thence South 04°54'08" West, 72.81 feet to the beginning of a non-tangent curve concave to the east having a radius of 498.00 feet and a central angle of 40°25'08" and being subtended by a chord which bears South 15°18'26" East, 344.07 feet;

Thence continuing along said Right-of-Way line, and southerly along said curve, 351.31 feet;

Thence South 35°31'00" East, 60.66 feet;

Thence South 35°31'00" East, 26.33 feet;

Thence South 35°31'00" East, 103.16 feet;

Thence South 35°31'00" East, 26.44 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 352.00 feet and a central angle of 30°45'55" and being subtended by a chord which bears South 20°08'04" East 186.74 feet;

Thence continuing along said Right-of-Way line, and southerly along said curve, 189.01 feet to the **POINT OF BEGINNING;**

Containing 44,335 square feet, or 1.018 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

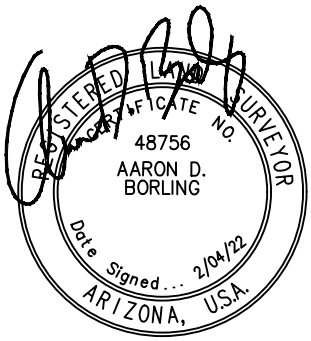
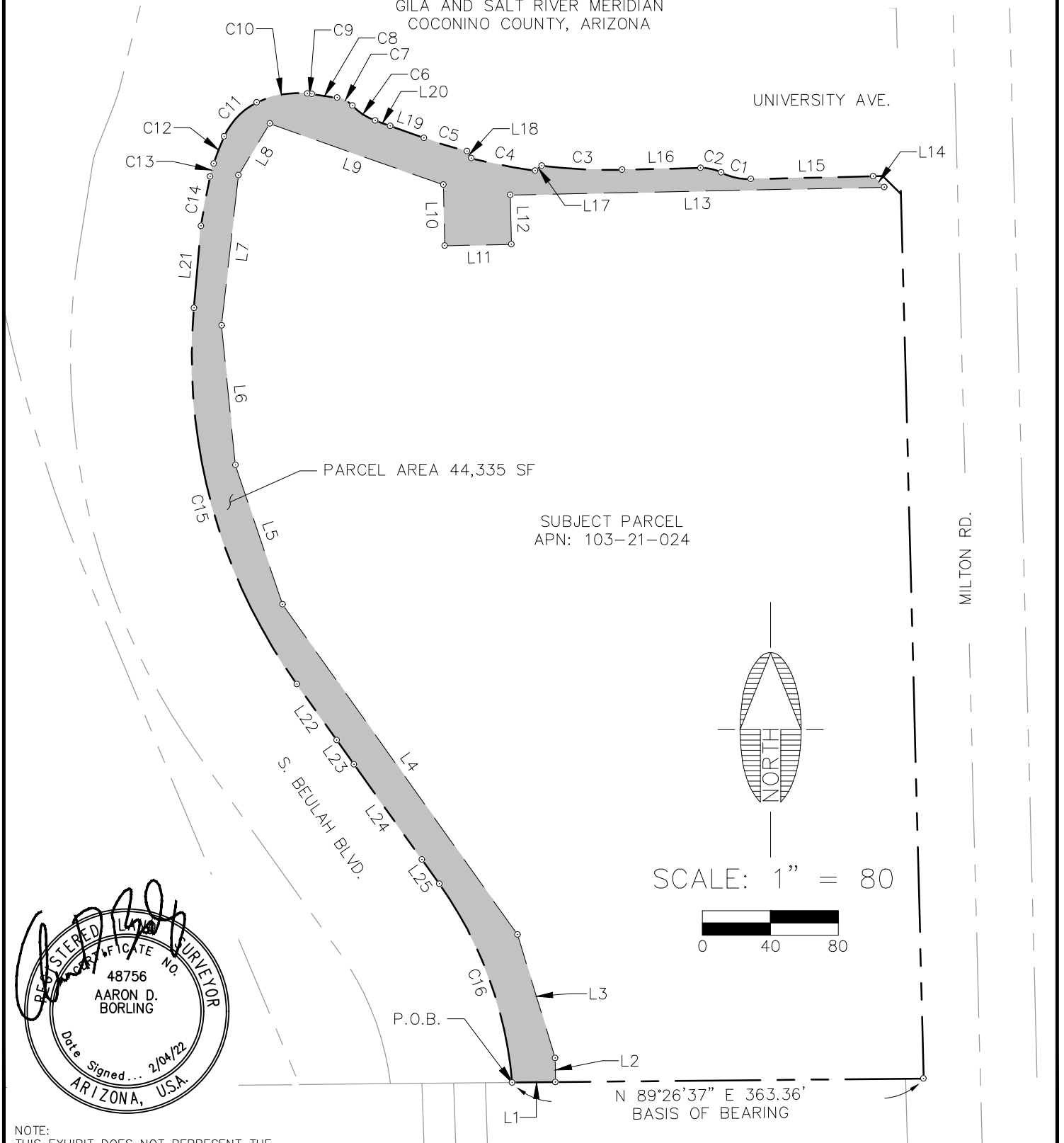


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 5

PLOTTED: Feb 04, 2022-12:23pm
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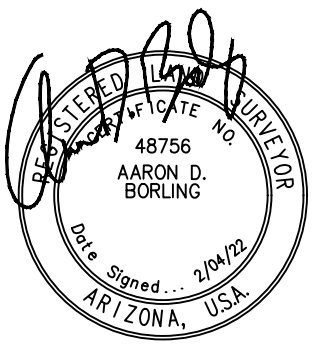
Line Table		
Line #	Length	Direction
L1	38.29	N89°26'37"E
L2	21.17	N0°33'23"W
L3	114.03	N17°00'51"W
L4	357.58	N35°26'51"W
L5	129.98	N18°41'35"W
L6	123.83	N5°39'17"W
L7	133.35	N6°24'42"E
L8	53.35	N31°17'33"E
L9	162.57	S70°34'34"E
L10	53.73	S1°13'25"E
L11	58.88	N88°48'44"E
L12	43.55	N1°13'25"W
L13	330.23	N88°48'49"E
L14	13.79	N45°16'07"W
L15	108.10	S88°38'19"W
L16	69.24	S88°38'19"W
L17	7.18	S53°11'05"W
L18	7.18	N31°17'01"W
L19	31.67	N70°26'26"W
L20	14.03	N70°04'18"W
L21	72.81	S4°54'08"W
L22	60.66	S35°31'00"E
L23	26.33	S35°31'00"E
L24	103.16	S35°31'00"E
L25	26.44	S35°31'00"E

Curve Table			
Curve #	Length	Radius	Delta
C1	27.07	55.25	28°04'21"
C2	18.74	38.25	28°04'21"
C3	71.21	488.50	8°21'07"
C4	57.68	493.50	6°41'47"
C5	39.81	488.50	4°40'09"
C6	24.28	52.00	26°45'11"
C7	15.40	22.72	38°49'43"
C8	22.63	5012.00	0°15'31"
C9	4.05	118.00	1°57'56"
C10	45.87	81.00	32°26'42"
C11	42.44	61.00	39°51'34"
C12	25.61	298.00	4°55'24"
C13	11.91	98.00	6°57'54"
C14	44.25	857.50	2°57'25"
C15	351.31	498.00	40°25'08"
C16	189.01	352.00	30°45'55"



SWI
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JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY
FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 5 OF 5

PLOTTED: Feb 04, 2022-12:20pm
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LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/02/2022

A portion of Lot 1 as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing northeast corner of said Lot 1, said point being in common with the west Right-of-Way line of South Milton Road as shown on R1, from which the southeast corner of said Lot 1bears South 01°28'21" East, 780.81 feet (Basis of Bearing, R1) and the **POINT OF BEGINNING;**

Thence along said Right-of-Way line, North 45°16'07" West, 22.69 feet to a point on the southerly Right-of-Way line of West University Avenue as shown on R1;

Thence along said Right-of-Way line, South 88°38'19" West, 8.33 feet to a point hereinafter referred to as 'Point A';

Thence leaving said Right-of-Way line, South 45°16'07" East, 34.72 feet to a point on the westerly Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°28'21" West, 8.67 feet to the **POINT OF BEGINNING;**

Containing 172 square feet, or 0.004 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said northerly Right-of-Way line of West University Avenue, South 88°38'19" West, 108.10 feet to the beginning of a tangent curve concave to the northeast having a radius of 55.25 feet and a central angle of 28°04'21";

Thence continuing along said Right-of-Way line, and westerly along said curve, 27.07 feet to the beginning of a tangent curve concave to the southwest having a radius of 38.25 feet through a central angle of 28°04'21";

Thence continuing along said Right-of-Way line, and westerly along said curve, 18.74 feet;

Thence continuing along said Right-of-Way line, South 88°38'19" West, 69.24 feet to the beginning of a tangent curve concave to the northeast having a radius of 488.50 feet and a central angle of 08°21'07";

Thence continuing along said Right-of-Way line, and westerly along said curve, 71.21 feet;

Thence continuing along said Right-of-Way line, South 53°11'05" West, 7.18 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 493.50 feet and a central angle of 03°00'20" and being subtended by a chord which bears North 79°03'34" West 57.64 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 25.89 feet to the **POINT OF BEGINNING;**

Thence leaving said Right-of-Way line, South 01°13'25" East, 39.02 feet;

Thence South 51°41'06" West, 39.05 feet;

Thence North 01°00'26" West, 70.08 feet to a point on said Right-of-Way line, and the beginning of a non-tangent curve concave to the north having a radius of 493.50 feet and a central angle of 03°41'26" and being subtended by a chord which bears South 77°33'24" East 31.78 feet;

Thence along said Right-of-Way line and easterly along said curve, 31.79 feet to the **POINT OF BEGINNING;**

Containing 1,713 square feet, or 0.039 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

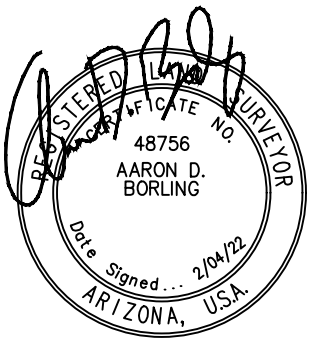
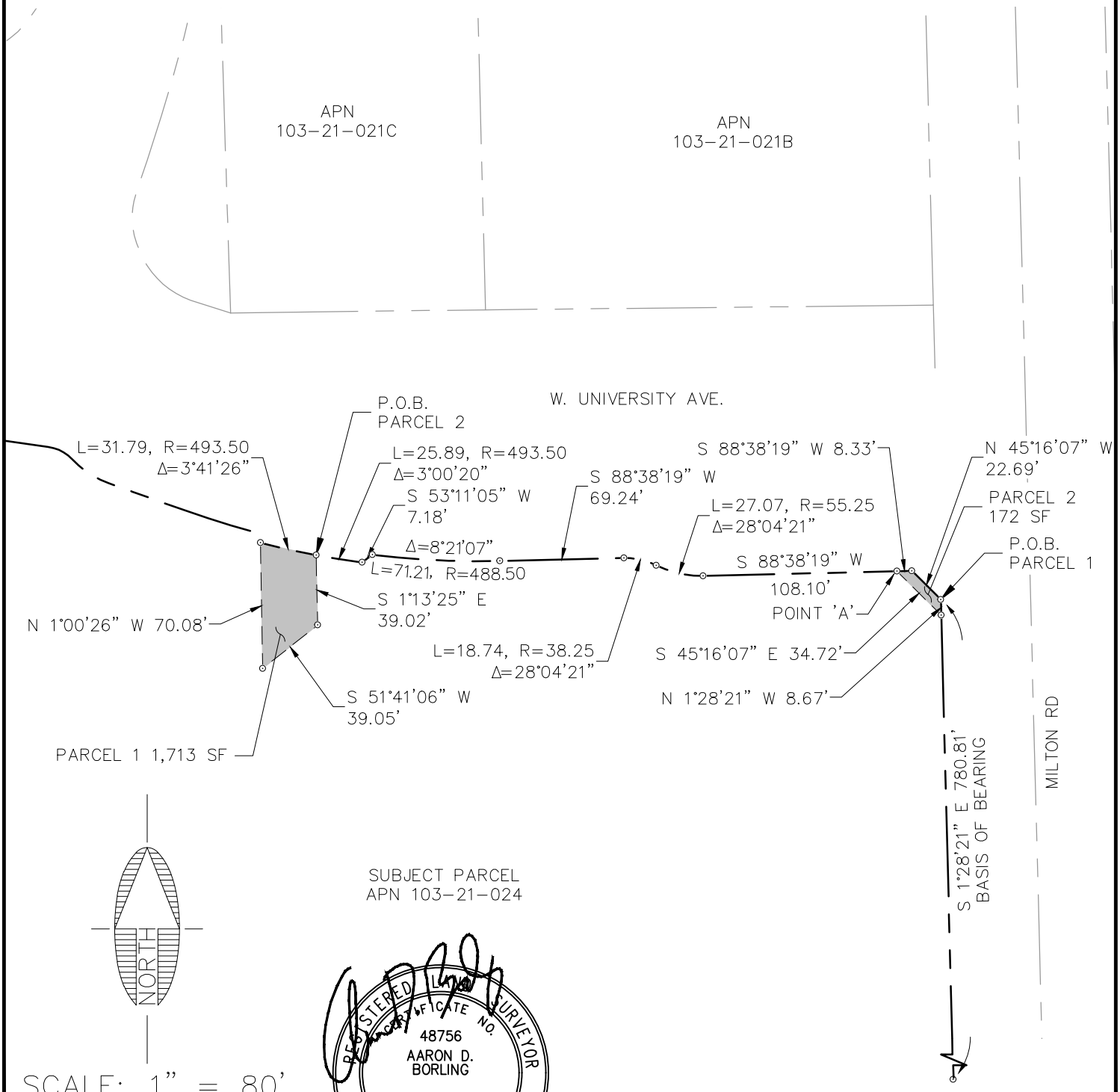


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
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BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

PLOTTED: Feb 04, 2022-12:45pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-19 103-21-024_VP CINEMA LLC_SLOPE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
9/18/2019

A portion of that parcel of land as described in Instrument Number 3032368, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the southwest corner of said parcel, said point being in common with northerly Right-of-Way line of West University Avenue as shown on Instrument Number 3742956, Official Records of Coconino County (herein referred to as R1), and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 87°36'18" East (Basis of Bearing, R1), 124.40 feet to the beginning of a non-tangent curve concave to the south, having a radius of 528.00 feet and being subtended by a chord which bears North 84°12'41" West, 125.40 feet;

Thence westerly along said curve 125.70 feet through a central angle of 13°38'24" to a point on the west line of said parcel;

Thence along said west line, South 01°29'47" East, 17.85 feet to the **POINT OF BEGINNING**;

Containing 1,423 square feet, or 0.033 Acres, more or less.

Parcel 2:

Commencing at the northeast corner of said parcel, said point being in common with the westerly Right-of-Way line of South Yale Street, and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, South 01°29'47" East (Basis of Bearing), 324.51 feet to the beginning of a tangent curve concave to the northwest, having a radius of 25.00 feet;

Thence southwesterly along said curve 28.20 feet through a central angle of 64°37'13" to the beginning of a non-tangent curve concave to the west having a radius of 541.44 feet and being subtended by a chord which bears North 03°23'46" East, 91.29 feet;

Thence northerly along said curve 91.40 feet through a central angle of 09°40'18";

Thence North 01°26'24" West, 256.14 feet to a point on the north line of said parcel;

Thence along said north line, North 88°29'25" East, 6.25 feet to the **POINT OF BEGINNING**;

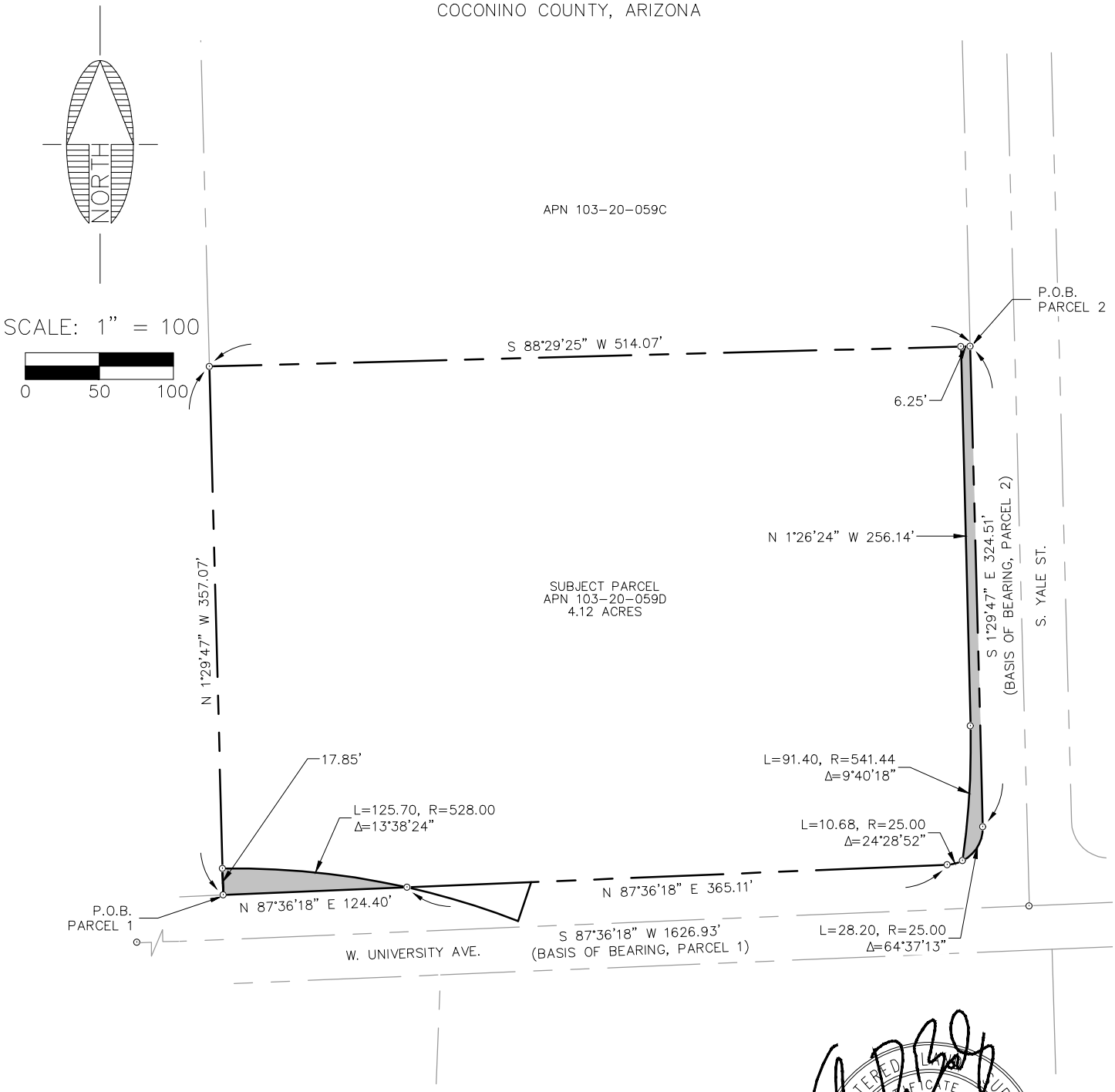
Containing 2,369 square feet, or 0.054 Acres, more or less.

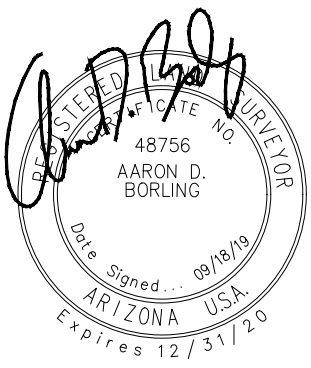
See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA





NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	SEP 2019
SCALE	1"=100'
DRAWN	CNP
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Sep 18, 2019-5:12pm
FILE: P:\2018\18121\Survey\Legal Descriptions\UNIVERSITY SQUARE APARTMENTS EXHIBIT B.dwg <<C3D_Imperial>>

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/04/2022

A portion of that parcel of land as described in Instrument Number 3032368 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at a southwest corner of said parcel, said point being in common with the north Right-of-Way line of West University Avenue, from which a point on the south line of said parcel bears North 87°36'18" East, 489.52 feet (Basis of Bearing, North 87°37'05" East, 489.51 feet per R1);

Thence along said Right-of-Way line, North 87°36'18" East, 138.71 feet to the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 87°36'18" East, 88.70 feet to a point hereinafter referred to as 'Point A';

Thence leaving said Right-of-Way line, North 22°46'42" East, 48.32 feet;

Thence South 87°18'12" West, 96.46 feet;

Thence South 14°05'50" West, 45.08 feet to the **POINT OF BEGINNING;**

Containing 4,021 square feet, or 0.092 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said Right-of-Way line, North 87°36'18" East, 254.64 feet to the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line North 87°36'18" East, 7.47 feet to the beginning of a tangent curve concave to the north having a radius of 25.00 feet a central angle of 24°28'52";

Thence continuing along said Right-of-Way line, and easterly along said curve, 10.68 feet to the beginning of a non-tangent curve concave to the west having a radius of 541.44 feet and a central angle of 03°01'15" and being subtended by a chord which bears North 06°43'17" East 28.54 feet;

Thence leaving said Right-of-Way line, and northerly along said curve, 28.55 feet;

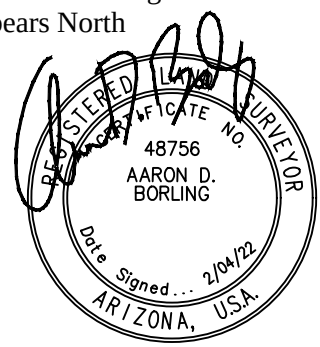
Thence North 84°47'20" West, 2.00 feet to the beginning of a non-tangent curve concave to the west having a radius of 539.44 feet and a central angle of 03°30'16" and being subtended by a chord which bears North 03°27'32" East 32.99 feet;

Thence northerly along said curve, 32.99 feet;

Thence South 18°05'36" West, 67.80 feet to the **POINT OF BEGINNING;**

Containing 583 square feet, or 0.013Acres, more or less.

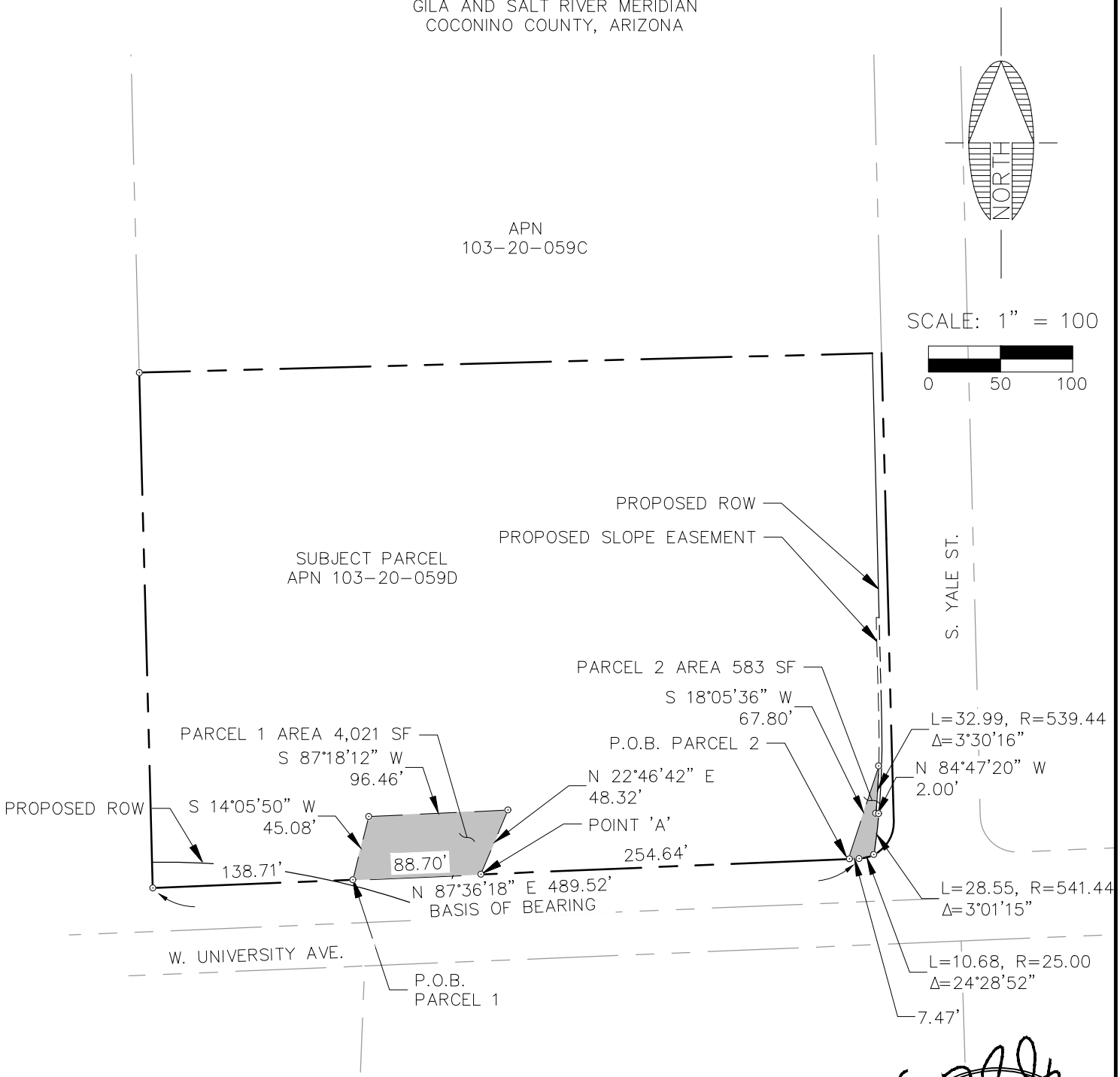
See Exhibit 'B' attached hereto and made a part hereof.



This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=100'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-2:38pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-23 103-20-059D UNIVERSITY SQUARE APARTMENTS_TCE.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/02/2022

A portion of that parcel of land as described in Instrument Number 3032368 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the south line of said parcel, said point being in common with the north Right-of-Way line of West University Avenue, from which the southwest corner of said parcel bears South 87°36'18" West, 489.52 feet (Basis of Bearing, North 87°37'05" East, 489.51 feet per R1), said point being the beginning of a tangent curve concave to the north having a radius of 25.00 feet a central angle of 24°28'52";

Thence along said Right-of-Way line, and easterly along said curve, 10.68 feet to the beginning of a non-tangent curve concave to the west having a radius of 541.44 feet and a central angle of 03°01'15" and being subtended by a chord which bears North 06°43'17" East 28.54 feet;

Thence leaving said Right-of-Way line, and northerly along said curve, 28.55 feet to the beginning of a tangent curve concave to the west having a radius of 541.44 feet and a central angle of 06°39'03", and the **POINT OF BEGINNING;**

Thence northerly along said curve, 62.85 feet;

Thence North 01°26'24" West, 73.17;

Thence South 89°47'04" West, 2.00 feet;

Thence South 01°26'24" East, 45.89 feet;

Thence South 01°26'24" East, 27.32 feet to the beginning of a tangent curve concave to the west having a radius of 539.44 feet and a central angle of 06°39'03";

Thence southerly along said curve, 62.62 feet;

Thence South 84°47'20" East, 2.00 feet to the **POINT OF BEGINNING;**

Containing 272 square feet, or 0.006 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

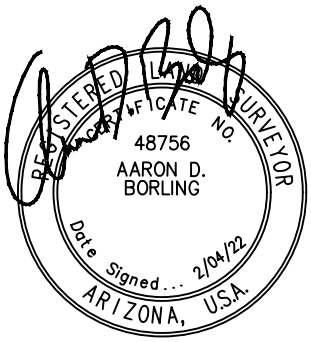
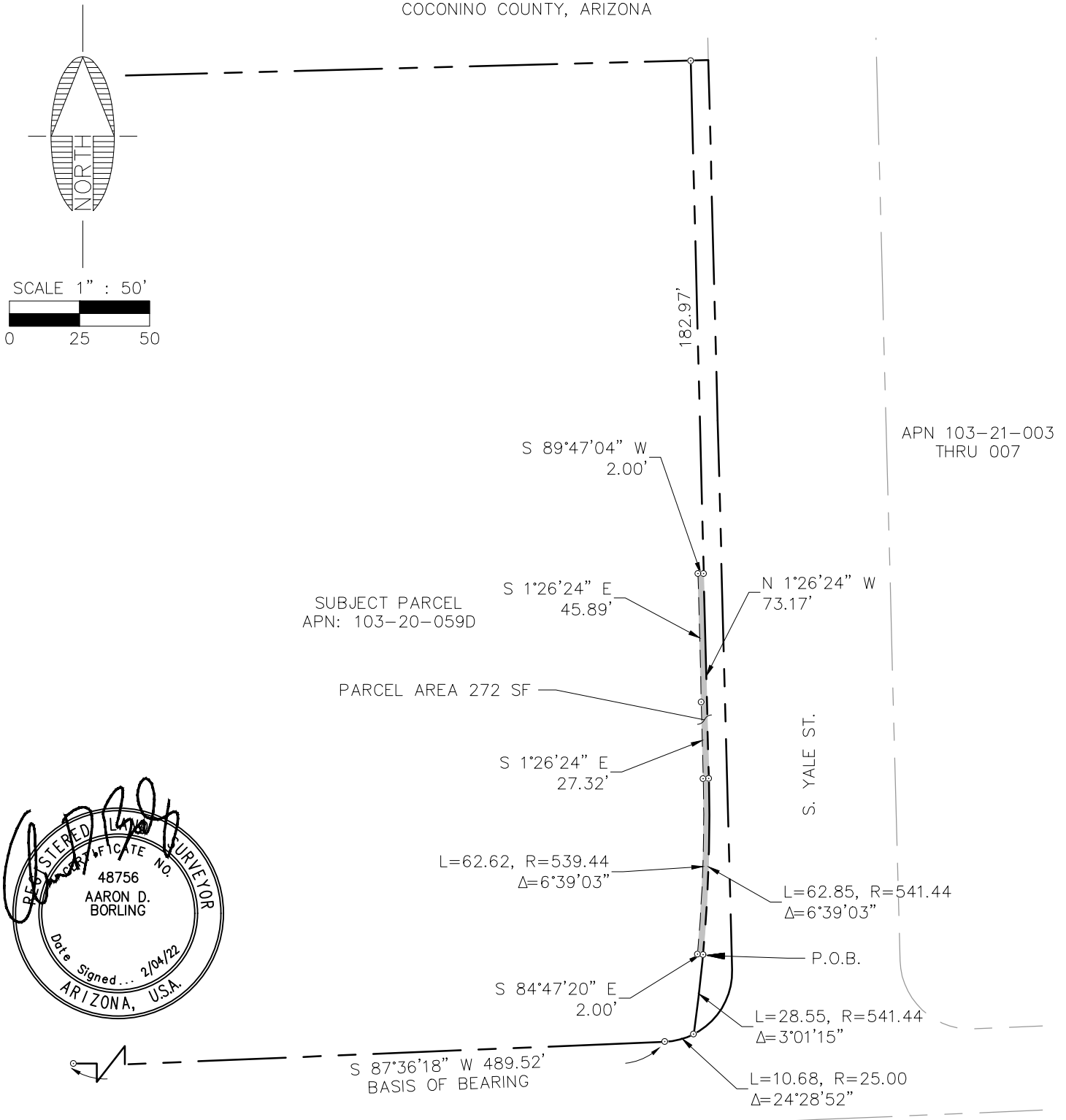


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
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JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-3:04pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-24 103-20-059D UNIVERSITY SQUARE APARTMENTS_SLOPE.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of West University Avenue as shown in Instrument Number 3861259, Official Records of Coconino County (herein referred to as R1), lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:
Commencing at a point on the northerly Right-of-Way line of said West University Avenue as shown on R1, from which a point on said Right-of-Way line bears North 87°36'18" East, 281.29 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 87°36'18" East, 42.79 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 87°36'18" East, 22.48 feet;

Thence leaving said Right-of-Way line, South 24°47'47" West, 56.66 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and a central angle of 2°10'15" and being subtended by a chord bearing North 63°59'36" West, 20.00 feet;

Thence northwesterly along said curve, 20.01 feet;

Thence North 24°47'47" East, 45.96 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,025 square feet, or 0.024 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

Parcel 2:
Commencing at a point on the northerly Right-of-Way line of said West University Avenue as shown on R1, from which a point on said Right-of-Way line bears North 87°36'18" East, 281.29 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 87°36'18" East, 226.21 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 87°36'18" East, 55.08 feet to the beginning of a tangent curve concave to the northwest, having a radius of 25.00 feet and a central angle of 24°28'52";

Thence continuing along said Right-of-Way line, 10.68 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 541.44 feet and a central angle of 01°00'04" and being subtended by a chord bearing South 08°44'19" West, 9.24 feet;

Thence southerly along said curve, 9.46 feet to the beginning of a tangent curve concave to the northwest, having a radius of 342.68 feet and a central angle of 02°12'53";

Thence southerly along said curve, 13.25 feet;

Thence South 87°36'18" West, 60.94 feet;

Thence North 02°16'08" West, 20.00 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,268 square feet, or 0.029 Acres, more or less.

Parcel 3:
Commencing at a point on the northerly Right-of-Way line of said West University Avenue as shown on R1, from which a point on said Right-of-Way line bears North 87°36'18" East, 281.29 feet (Basis of Bearing) and to the **TRUE POINT OF BEGINNING;**

Thence along said Right-of-Way line, North 87°36'18" East, 6.59 feet;

Thence leaving said Right-of-Way line, South 02°16'10" East, 33.26 feet to a point hereinafter referred to as 'Point A', said point being the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and a central angle of 01°57'15" and being subtended by a chord bearing North 67°54'21" West, 18.01 feet;

Thence northwesterly along said curve, 18.01 feet;

Thence North 18°30'39" East, 27.66 feet to the **TRUE POINT OF BEGINNING.**

Containing 357 square feet, or 0.008 Acres, more or less.

Parcel 4:
Commencing from the aforementioned 'Point A', and the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and a central angle of 06°04'26" and being subtended by a chord bearing South 63°53'30" East, 55.95 feet;

Thence southeasterly along said curve, 55.97 feet to the northwest corner of Lot 2 as shown on R1, and the beginning of a tangent curve concave to the southwest, having a radius of 528.00 feet and a central angle of 01°27'42";

Thence along the southwesterly line of said Lot 2, and southeasterly along said curve, 13.47 feet;

Thence continuing along said southwesterly line, South 59°23'35" East, 16.94 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 248.00 feet and a central angle of 07°41'39" and being subtended by a chord bearing South 55°32'46" East, 33.28 feet;

Thence continuing along said southwesterly line, and southeasterly along said curve, 33.30 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 500.00 feet and a central angle of 01°28'10" and being subtended by a chord bearing South 56°39'21" East, 12.82 feet;

Thence continuing along said southwesterly line, and southeasterly along said curve, 12.82 feet to the beginning of a tangent curve concave to the southwest, having a radius of 500.00 feet and a central angle of 01°55'54" and the **TRUE POINT OF BEGINNING;**

Thence continuing along said southwesterly line, and southeasterly along said curve, 16.86 feet;

Thence continuing along said southwesterly line, South 57°51'11" East, 1.97 feet;

Thence leaving said southwesterly line, North 30°51'18" East, 5.00 feet;

Thence North 57°41'51" West, 6.00 feet;

Thence South 30°51'18" West, 5.00 feet to the **TRUE POINT OF BEGINNING.**

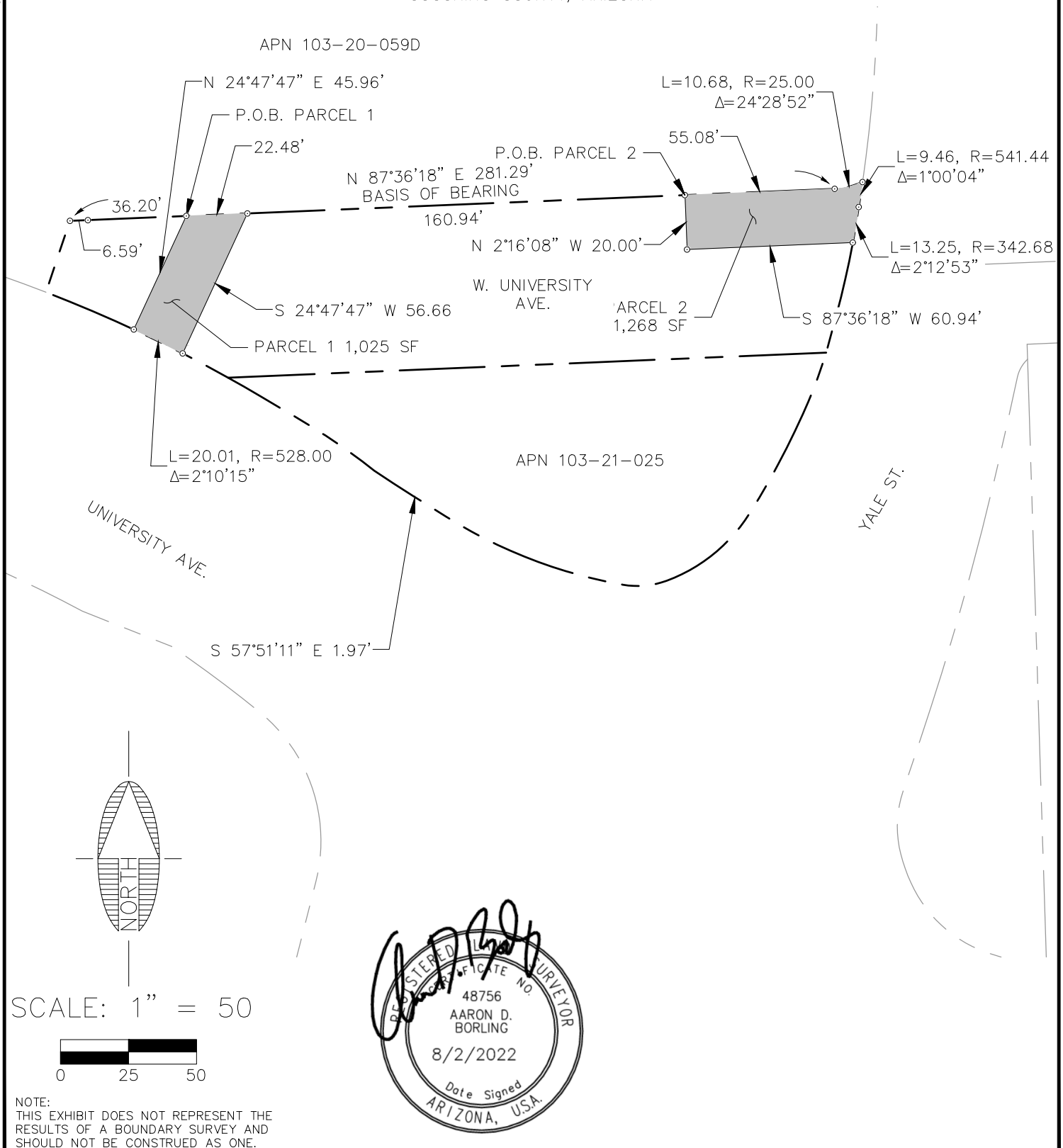
Containing 30 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NORTH

SCALE: 1" = 50

0 25 50

NOTE:
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

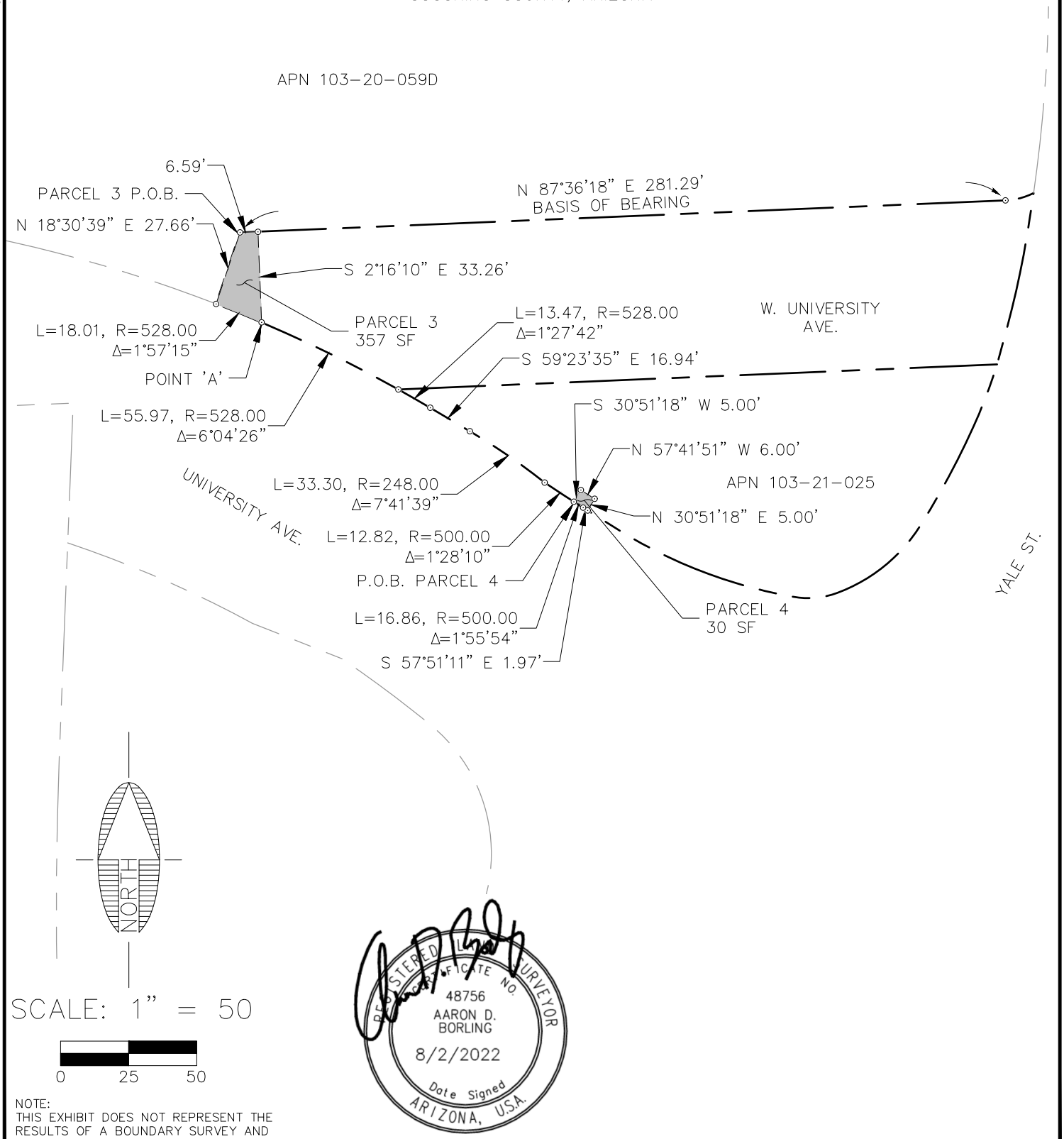
LEGAL EXHIBIT

SHEET 3 OF 4

PLOTTED: Aug 02, 2022-5:05pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-25, BU-61, & BU-62 103-21-025_VP CINEMA LLC_PUE EXHIBIT.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50

0 25 50

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
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JOB NO.	18121
DATE	AUG 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

PLOTTED: Aug 02, 2022-5:05pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-25, BU-61, & BU-62 103-21-025_VP CINEMA LLC_PUE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/02/2022

A portion of Lot 2 as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said Lot 2, said point being in common with the southerly Right-of-Way line of West University Avenue, from which the northwest corner of said Lot 2 bears South 87°36'18" West, 219.95 feet (Basis of Bearing, R1), and the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, South 87°36'18" West, 34.43 feet;

Thence leaving said Right-of-Way line, South 26°08'20" West, 69.76 feet;

Thence North 73°36'38" West, 107.09 feet;

Thence North 59°15'13" West, 49.03 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, South 87°36'18" West, 9.76 feet to a point on the northerly Right-of-Way line of the proposed West University Avenue, said point being the beginning of a non-tangent curve concave to the southwest having a radius of 528.00 feet and a central angle of 01°27'42" and being subtended by a chord which bears South 60°07'26" East 13.47 feet;

Thence along said Right-of-Way line and southeasterly along said curve, 13.47 feet;

Thence continuing along said Right-of-Way line, South 59°23'35" East, 16.94 feet to the beginning of a tangent curve concave to the southwest having a radius of 248.00 feet and a central angle of 07°41'39";

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 33.30 feet to the beginning of a tangent curve concave to the northeast having a radius of 500.00 feet and a central angle of 01°55'54";

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 16.86 feet;

Thence South 57°51'11" East, 14.49 feet to the beginning of a tangent curve concave to the northeast having a radius of 181.00 feet and a central angle of 22°09'41";

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 70.01 feet to the beginning of a tangent curve concave to the north having a radius of 31.00 feet and a central angle of 30°15'37";

Thence continuing along said Right-of-Way line, and easterly along said curve, 16.37 feet to the beginning of a tangent curve concave to the northwest having a radius of 61.00 feet and a central angle of 37°30'04";

Thence continuing along said Right-of-Way line, and northeasterly along said curve, 39.93 feet to the beginning of a tangent curve concave to the northwest having a radius of 298.00 feet and a central angle of 07°58'22";

Thence continuing along said Right-of-Way line, and northeasterly along said curve, 41.47 feet to the beginning of a tangent curve concave to the northwest having a radius of 198.00 feet and a central angle of 07°00'07";

Thence continuing along said Right-of-Way line, and northeasterly along said curve, 24.02 feet to the **POINT OF BEGINNING;**

Containing 5,124 square feet, or 0.118 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

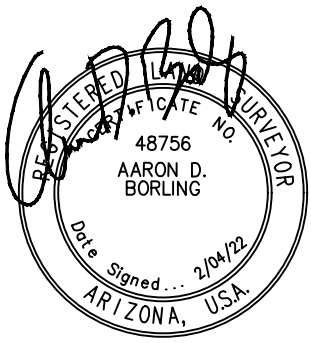
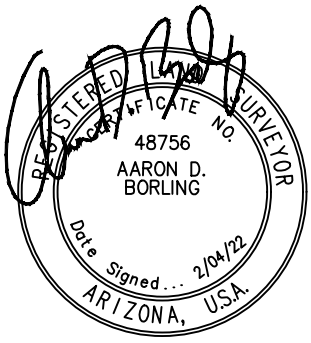
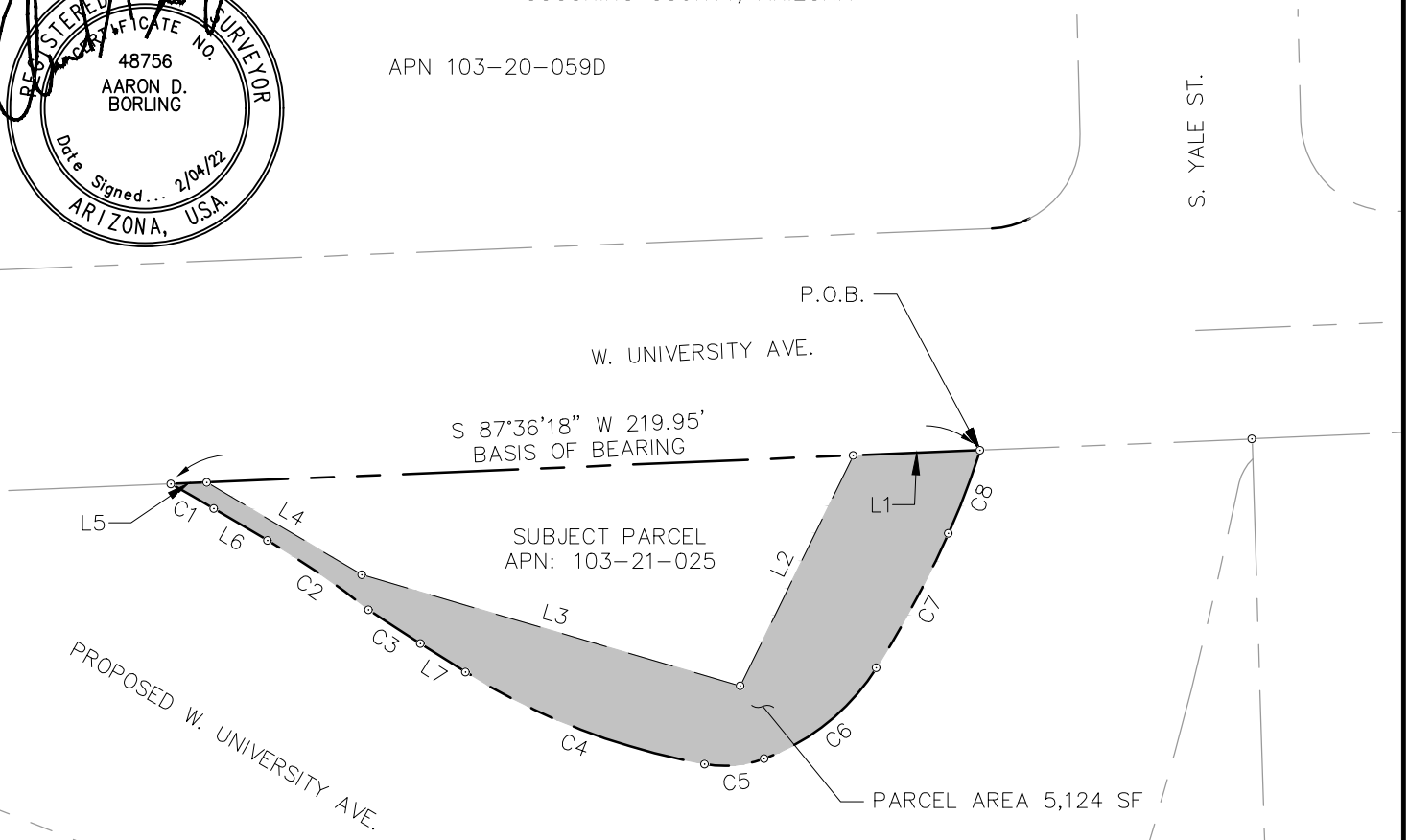


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

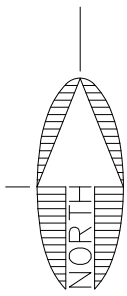
APN 103-20-059D





Curve Table			
Curve #	Length	Radius	Delta
C1	13.47	528.00	1°27'42"
C2	33.30	248.00	7°41'39"
C3	16.86	500.00	1°55'54"
C4	70.01	181.00	22°09'41"
C5	16.37	31.00	30°15'37"
C6	39.93	61.00	37°30'04"
C7	41.47	298.00	7°58'22"
C8	24.20	198.00	7°00'07"

Line Table		
Line #	Length	Direction
L1	34.43	S87° 36' 18"W
L2	69.76	S26° 08' 20"W
L3	107.09	N73° 36' 38"W
L4	49.03	N59° 15' 13"W
L5	9.76	S87° 36' 18"W
L6	16.94	S59° 23' 35"E
L7	14.49	S57° 51' 11"E



SCALE: 1" = 50

NOTE:
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SWI
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DESIGN	
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BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022 - 3:43pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-26 103-21-025_VP CINEMA LLC_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/14/2021

That portion of West University Avenue as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner that parcel of land as described in Instrument Number 3032368, Official Records of Coconino County, said point being in common with north Right-of-Way line of West University Avenue as shown on R1;

Thence along said Right-of-Way line, North 87°36'18" East (Basis of Bearing, R1), 208.23 feet to the **POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, North 87°36'18" East, 281.29 feet to the beginning of a tangent curve concave to the north, having a radius of 25.00 feet;

Thence continuing along said Right-of-Way line, and easterly along said curve, 10.68 feet through a central angle of 24°28'52", said point being the beginning of a non-tangent curve concave to the west, having a radius of 377.46 feet and being subtended by a chord which bears South 11°08'30" West, 50.00 feet;

Thence leaving said Right-of-Way line, and southerly along said curve, 50.03 feet through a central angle of 7°35'40";

Thence South 15°10'19" West, 14.31 feet to a point on the south Right-of-Way line of West University Avenue;

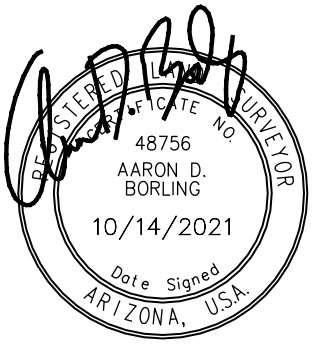
Thence along said Right-of-Way line, South 87°36'18" West, 219.95 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and being subtended by a chord which bears North 64°52'08" West, 73.92 feet;

Thence leaving said Right-of-Way line, and northwesterly along said curve, 73.98 feet through a central angle of 8°01'41" to a point on the west line of said parcel;

Thence North 18°30'39" East, 27.66 feet to the **POINT OF BEGINNING**;

Containing 16,341 square feet, or 0.375 Acres, more or less.

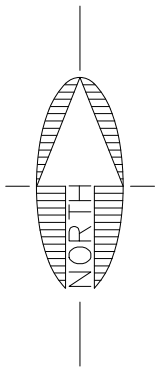
See Exhibit 'B' attached hereto and made a part hereof.



This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



APN
103-20-059C

SCALE: 1" = 100'

0 50 100

S. YALE ST.

APN 103-20-059D
INST. #3032368

L=10.68, R=25.00
Δ=24°28'52"

P.O.B.

N 87°36'18" E 489.52'
BASIS OF BEARING

281.29'

L=50.03, R=377.46
Δ=7°35'40"

208.23'

N 18°30'39" E 27.66'

PARCEL
AREA
16,341 SF

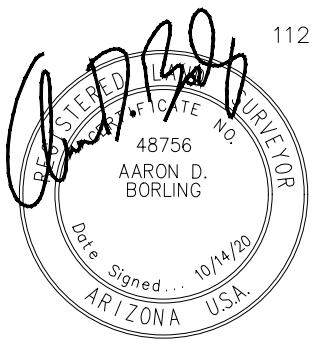
W. UNIVERSITY AVE.

S 87°36'18" W 219.95'

S 15°10'19" W 14.31'

APN
112-24-016

L=73.98, R=528.00
Δ=8°01'41"



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 21
SCALE	1"=100'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Oct 14, 2021-9:23am
FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\2021-08-13 Legal Description Exhibits\ROW\VINTAGE COF EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/02/2022

A portion of Tract 'B' as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said Tract 'B', from which the northeast corner of said Tract 'B' bears North 01°47'31" West, 230.64 feet (Basis of Bearing) and the **POINT OF BEGINNING;**

Thence along the east line of said Tract 'B', North 01°47'31" West, 15.58 feet;

Thence leaving said east line, North 29°07'54" West, 61.33 feet;

Thence North 09°09'10" East, 148.36 feet to a point on said east line;

Thence along said east line, North 01°47'31" West, 9.39 feet to a point on the easterly Right-of-Way line of the proposed South Yale Street as shown on R1, said point being the beginning of a non-tangent curve concave to the southeast having a radius of 12.50 feet and being subtended by a chord which bears South 29°44'52" West, 7.44 feet;

Thence along said Right-of-Way line, and southerly along said curve, 7.55 feet through a central angle of 34°37'43";

Thence continuing along said Right-of-Way line, South 12°26'01" West, 20.98 feet to the beginning of a tangent curve concave to the northwest having a radius of 1118.50 feet and a central angle of 04°40'59";

Thence continuing along said Right-of-Way line, and southerly along said curve, 91.42 feet, to the beginning of a tangent curve concave to the northwest having a radius of 1402.00 feet and a central angle of 01°03'33";

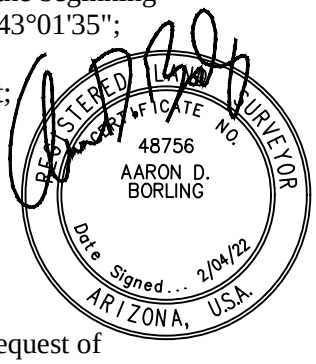
Thence continuing along said Right-of-Way line, and southerly along said curve, 25.92 feet;

Thence continuing along said Right-of-Way line, South 18°26'13" West, 19.77 feet to the beginning of a tangent curve concave to the east having a radius of 41.00 feet and a central angle of 32°42'15";

Thence continuing along said Right-of-Way line, and southerly along said curve, 23.40 feet to the beginning of a tangent curve concave to the northeast having a radius of 61.00 feet and a central angle of 13°03'55";

Thence continuing along said Right-of-Way line, and southerly along said curve, 13.91 feet to the beginning of a tangent curve concave to the northeast having a radius of 48.00 feet and a central angle of 43°01'35";

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 36.05 feet;



Thence South 72°21'47" East, 23.28 feet to the **POINT OF BEGINNING;**

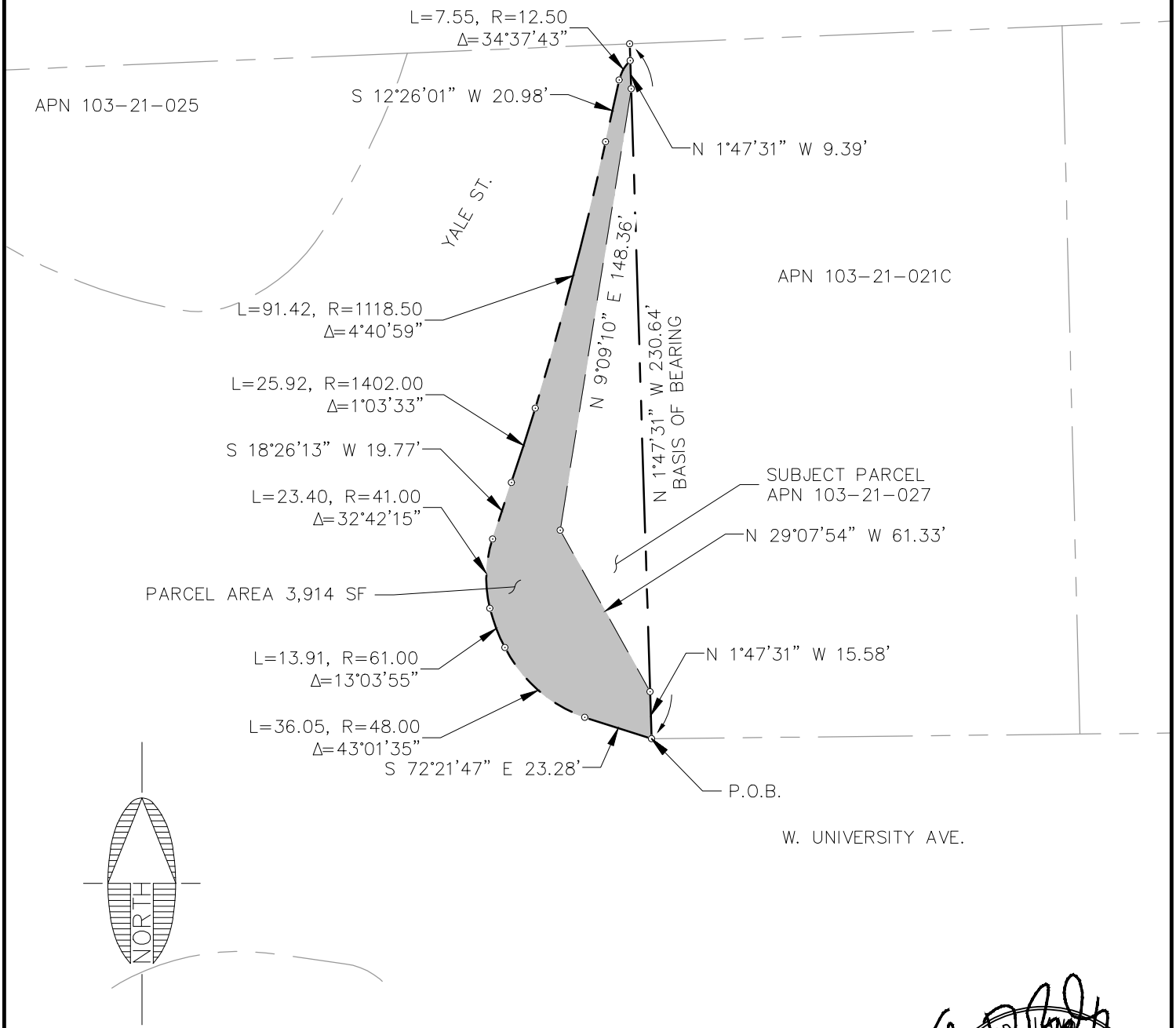
Containing 3,914 square feet, or 0.090 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50

0 25 50

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-3:44pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-29 103-21-027_VP CINEMA LLC_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/02/2022

A portion of that parcel of land as described in Instrument Number 3743708, and as shown on Instrument Number 3791356 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

The northerly 15.00 feet of that parcel of land as described in said Instrument Number 3743708, and as shown on said Instrument Number 3791356;

Containing 2,153 square feet, or 0.049 Acres, more or less.

PARCEL 2:

Commencing at the southeast corner of said parcel, said point being in common with the proposed north Right-of-Way line of West University Avenue as shown on Instrument Number 3861259, Official Records of Coconino County, from which the northeast corner of said parcel bears North 01°26'23" West, 234.93 feet (Basis of Bearing, North 01°29'57" West, 235.05 feet per R1);

Thence along the south line of said parcel, and said Right-of-Way line, South 89°18'19" West, 82.42 feet to the **POINT OF BEGINNING;**

Thence leaving said south line, and said Right-of-Way line, North 76°08'34" West, 62.01 feet to a point on the west line of said parcel;

Thence along said west line, South 01°47'31" East, 15.58 feet to the southwest corner of said parcel, said point being in common with said Right-of-Way line;

Thence along said south line, and said Right-of-Way line, North 89°18'19" East, 59.72 feet to the **POINT OF BEGINNING;**

Containing 465 square feet, or 0.011 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

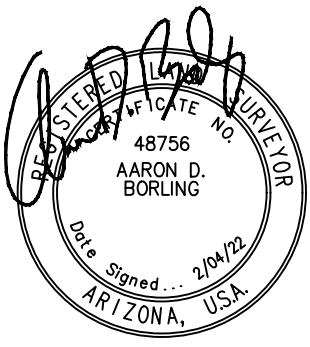
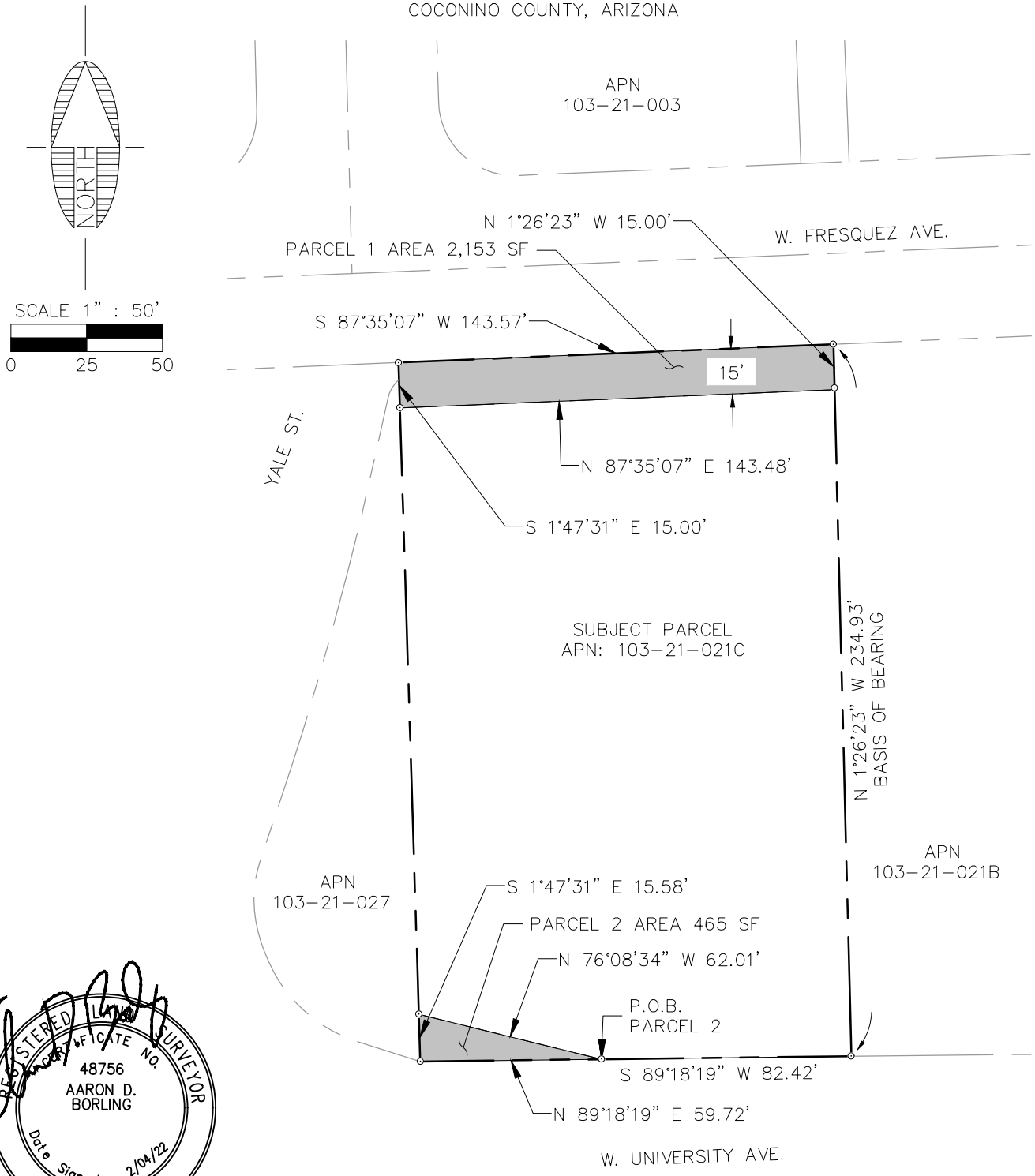
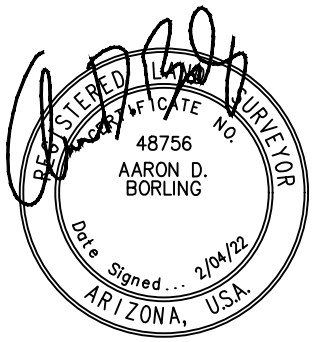


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA





NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-3:58pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-31 103-21-021C_WESTSIDE PROPERTY LLC_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 1 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1) Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the south line of said Lot 1, said point being in common with the north Right-of-Way line of West University Avenue, from which the southeast corner of said parcel bears North 87°36'18" East, 87.47 feet (Basis of Bearing North 87°37'05" East, 86.61 feet per R1) and the **POINT OF BEGINNING;**

Thence along said south line, and said Right-of-Way line, North 87°36'18" East, 71.13 feet;

Thence leaving said south line, and said Right-of-Way line, North 02°23'42" West, 2.00 feet;

Thence South 89°27'08" West, 67.73 feet;

Thence North 10°58'41" West, 31.12 feet;

Thence South 89°20'47" West, 17.75 feet;

Thence North 19°03'10" West, 19.51 feet to a point on the east Right-of-Way line of South Yale Street as shown on R1;

Thence along said Right-of-Way line South 01°29'47" East, 28.79 feet to a point beginning of a tangent curve concave to the northeast having a radius of 25.00 feet and a central angle of 90°53'55";

Thence continuing along said Right-of-Way and southeasterly along said curve, 39.66 feet to the **POINT OF BEGINNING;**

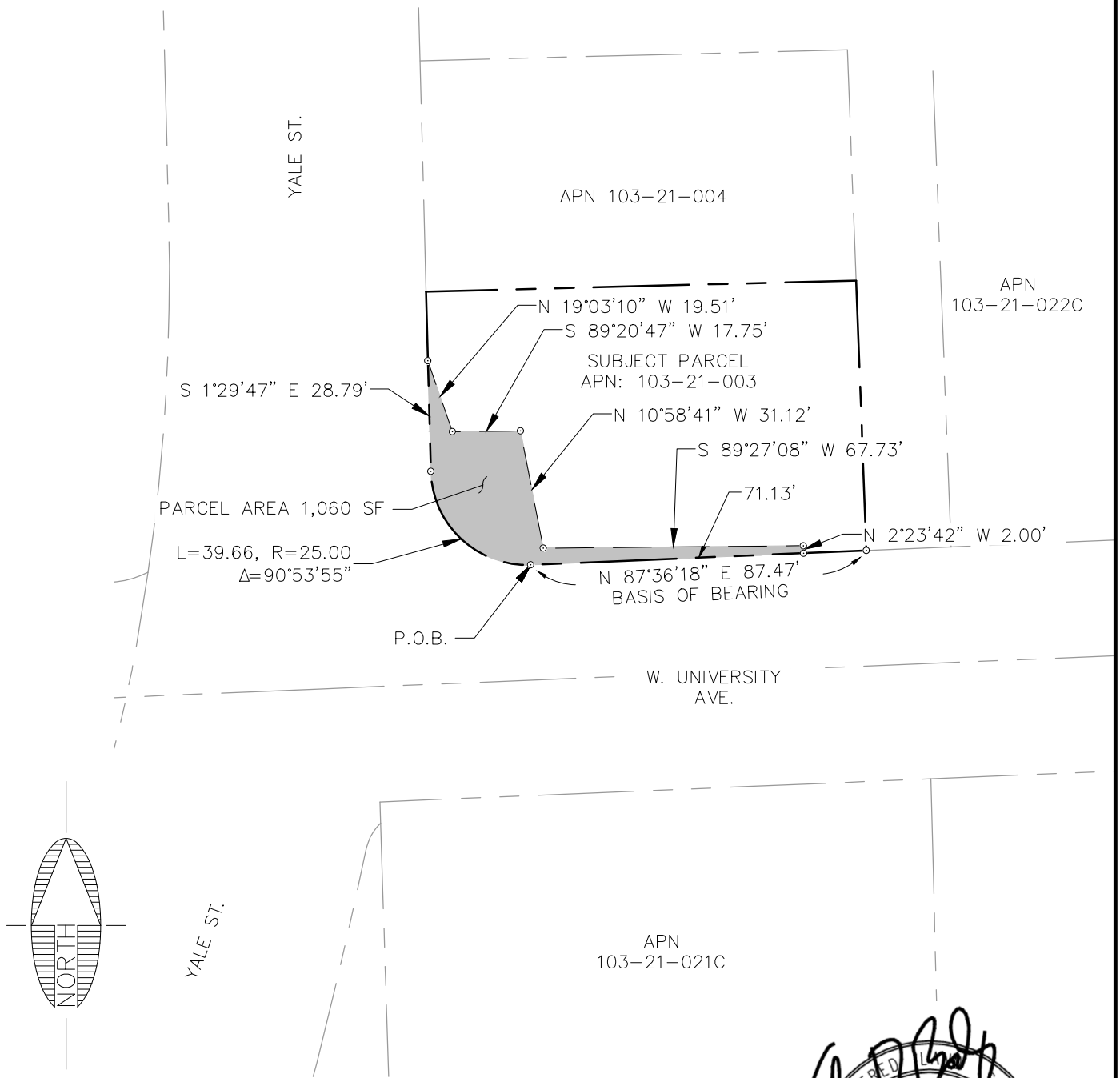
Containing 1,060 square feet, or 0.024 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-33 103-21-003_MGS UNIVERSITY LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:44pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 2 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1);

Thence along the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1, North 01°29'47" West, 2.56 feet to the **POINT OF BEGINNING;**

Thence leaving said west line, and said Right-of-Way line, North 88°30'13" East, 21.00 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence South 88°30'13" West, 21.00 feet to a point on said west line, and said Right-of-Way line, hereinafter referred to as 'Point A';

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 8.00 feet to the **POINT OF BEGINNING;**

Containing 168 square feet, or 0.004 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said west line and said Right-of-Way line, North 01°29'47" West, 45.95 feet to the **POINT OF BEGINNING;**

Thence leaving said west line and said Right-of-Way line, North 88°30'13" East, 17.00 feet;

Thence North 01°29'47" West, 4.00 feet to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 17.00 feet to a point on said Right-of-Way line, and the northwest corner of said parcel;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 4.00 feet to the **POINT OF BEGINNING;**

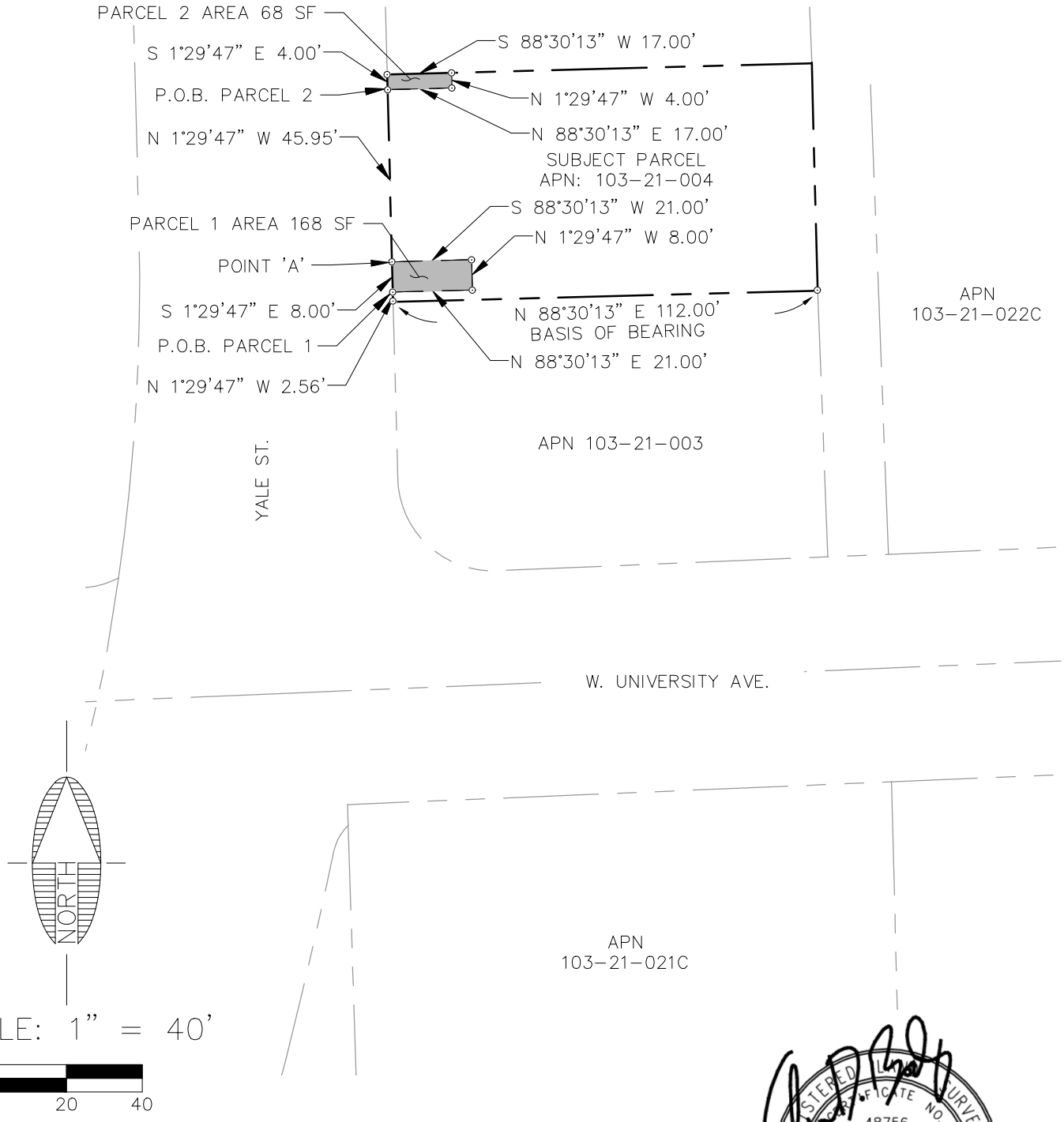
Containing 68 square feet, or 0.002 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-34 103-21-004_ELDEN PROPERTIES LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:39pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 3 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1) and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 17.00 feet;

Thence leaving said south line, North 01°29'00" West, 4.00 feet;

Thence South 88°30'13" West, 17.00 feet to a point on the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1, hereinafter referred to as 'Point A';

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 4.00 feet to the **POINT OF BEGINNING;**

Containing 68 square feet, or 0.002 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said west line, and said Right-of-Way line, North 01°29'47" West, 46.19 feet to the **POINT OF BEGINNING;**

Thence leaving said west line, and said Right-of-Way line, North 88°30'13" East, 18.38 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence South 88°30'13" West, 18.38 feet to a point on said west line, and said Right-of-Way line;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 8.00 feet to the **POINT OF BEGINNING;**

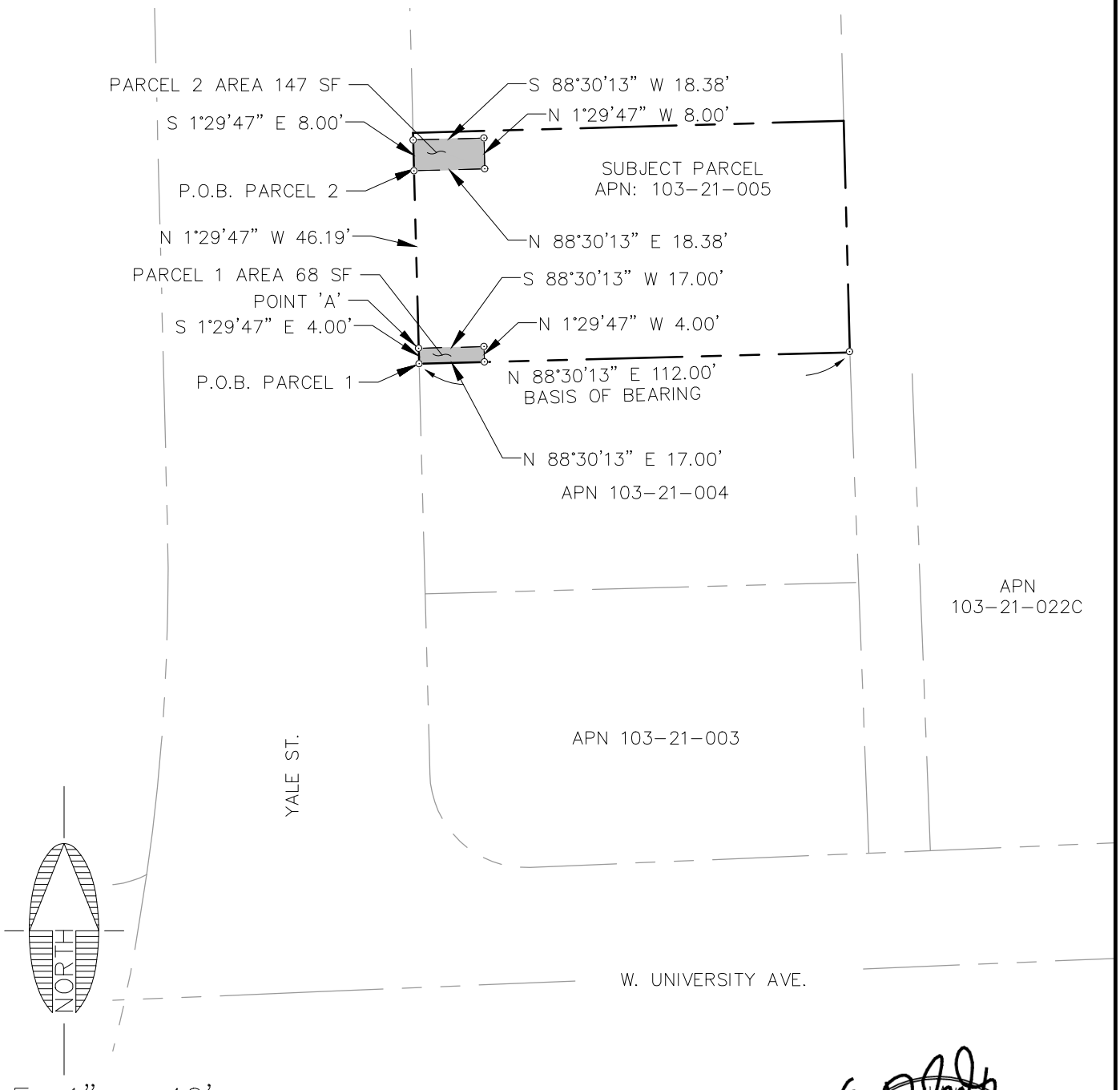
Containing 147 square feet, or 0.003 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-35 103-21-005_DANIEL & DIANE BORDEN_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:38pm

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 1278, Page 400, and in Instrument Number 3940309, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, from which a found concrete nail and tag in sidewalk on said Right-of-Way line bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, South 00°04'00" West, 59.99 feet, to a point on the south Right-of-Way line of West University Drive, said point being in common with the northerly line of said parcel, and the **TRUE POINT OF BEGINNING;**

Thence leaving said Right-of-Way line and said northerly line, South 01°21'41" East, 14.32 feet;

Thence South 47°31'20" West, 28.42 feet;

Thence South 00°09'55" West, 40.29 feet;

Thence South 88°31'39" West, 0.80 feet to a point on the easterly Right-of-Way line of South Milton Road, and the westerly line of said parcel;

Thence along said Right-of-Way line and said westerly line, North 01°28'21" West, 48.30 feet to the beginning of a tangent curve concave to the southeast, having a radius of 25.00 feet and being subtended by a chord which bears North 41°43'26" East, 34.23 feet;

Thence continuing along said Right-of-Way line, and along the northwesterly line of said parcel, and northeasterly along said curve, 37.70 feet through a central angle of 86°23'36" to the **TRUE POINT OF BEGINNING;**

Containing 494 square feet, or 0.011 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

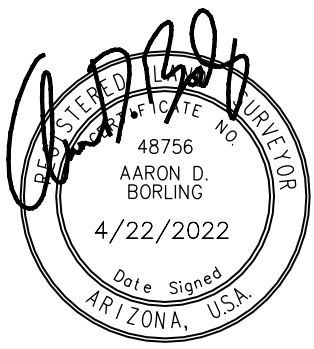
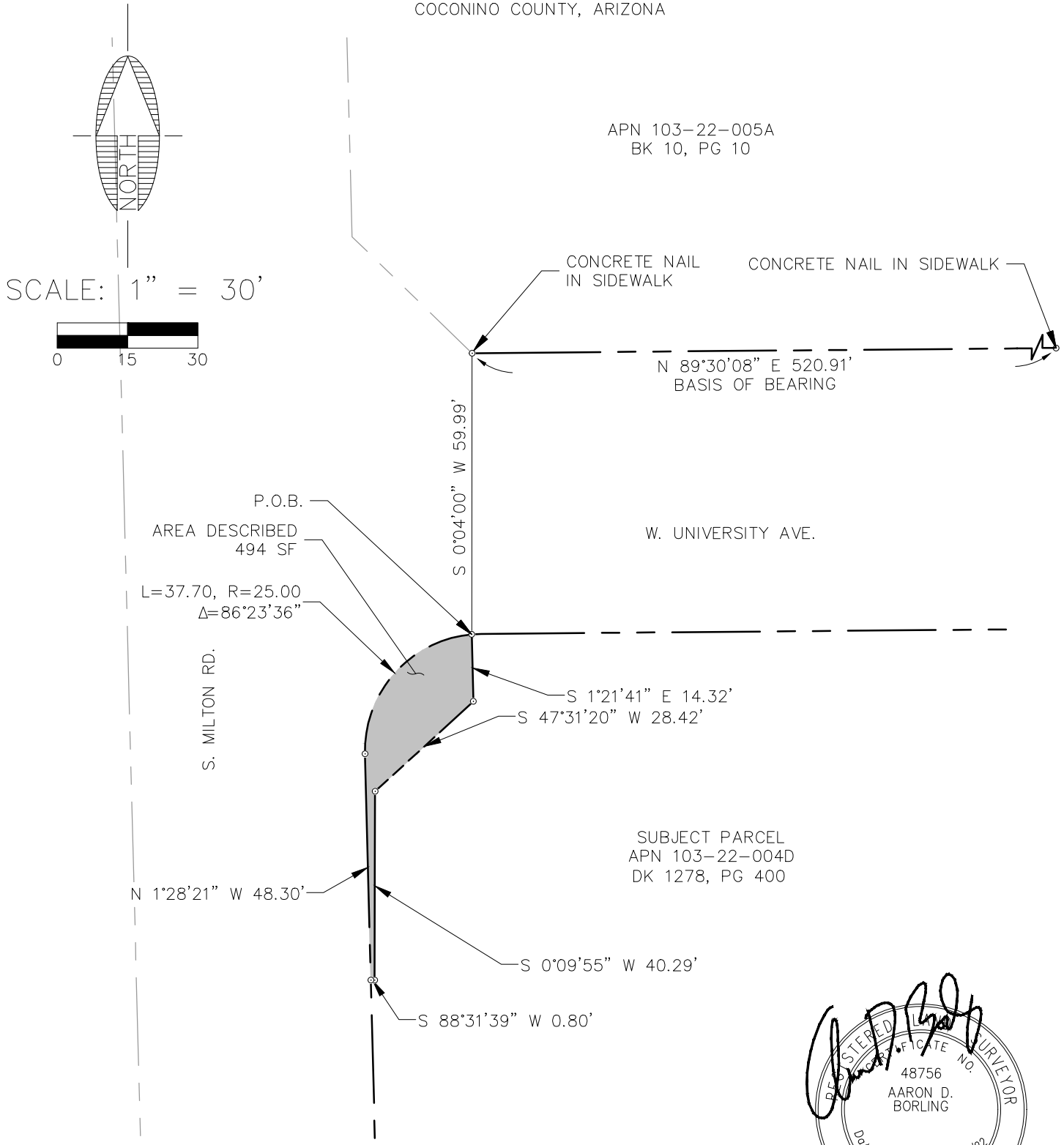


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 04/22/22
ARIZONA U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=30'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-11:27am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-36 103-22-004D ROW TO ADOT EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 250, Page 139, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Surveys, Page 10, Official records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line and the southeasterly line of said parcel, North 44°30'56" East, 121.54 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said southeasterly line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line and said southeasterly line, North 46°19'33" West, 56.20 feet;

Thence South 44°31'28" West, 15.29 feet;

Thence South 45°28'32" East, 56.19 feet to the **TRUE POINT OF BEGINNING;**

Containing 882 square feet, or 0.02 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

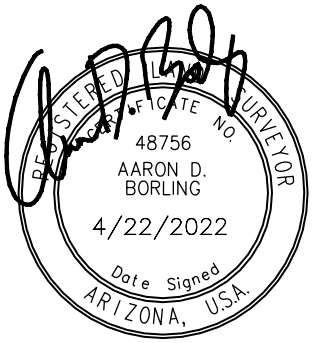
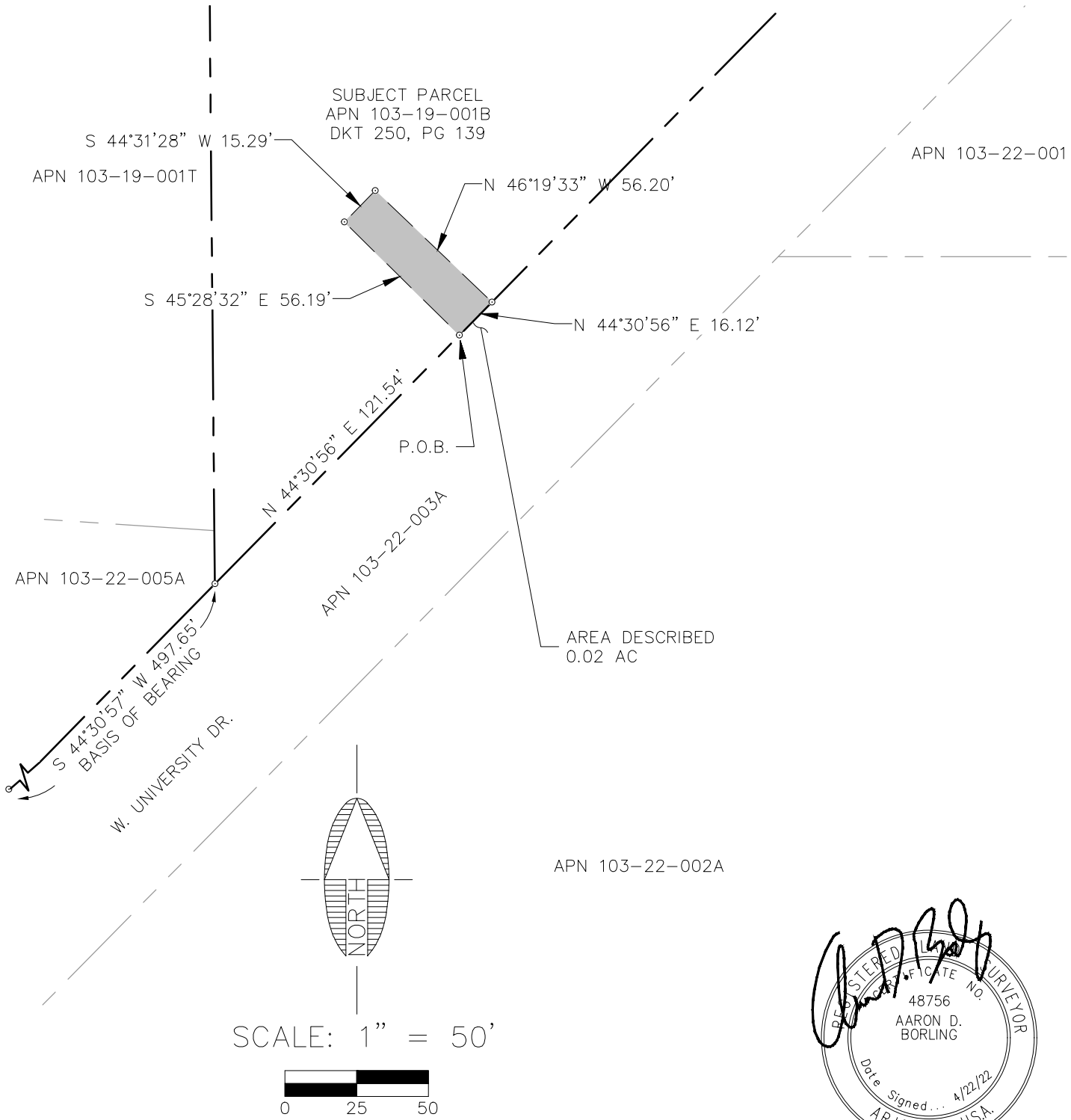


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 4/22/22
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-10:33am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\103-19-001B Drainage EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/30/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at a point on the south line of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 89°30'08" East, 520.91 feet (Basis of Bearing) to a found concrete nail and tag in sidewalk;

Thence leaving said Right-of-Way line, North 81°52'07" West, 23.33 feet;

Thence South 89°30'08" West, 176.02 feet;

Thence North 54°04'48" West, 8.58 feet;

Thence South 89°34'59" West, 54.72 feet;

Thence South 57°37'22" West, 9.79 feet;

Thence South 89°30'08" West, 253.43 feet;

Thence South 1°21'41" West, 2.00 feet to a point on the southwesterly line of said parcel;

Thence along said southwesterly line, South 45°51'59" East, 2.13 feet to the **POINT OF BEGINNING**;

Containing 2,107 square feet, or 0.048 Acres, more or less.

Parcel 2:

Commencing at a point on the southerly line of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence along the southwesterly line of said parcel North 45°51'59" West, 2.13 feet;

Thence leaving said southwesterly line, North 1°21'41" West, 2.00 feet to the **POINT OF BEGINNING**;

Thence North 1°21'41" West, 24.43 feet;

Thence North 88°38'19" East, 143.17 feet;

Thence South 89°22'35" East, 11.18 feet;

Thence South 89°22'57" East, 109.11 feet;

Thence North 43°38'19" East, 2.03 feet;

Thence South 90°00'00" East, 54.76 feet;

Thence South 46°21'41" East, 12.18 feet;

Thence South 87°34'30" East, 92.26 feet;

Thence South 81°52'07" East, 80.19 feet;

Thence South 89°30'08" West, 176.02 feet;

Thence North 54°04'48" West, 8.58 feet;

Thence South 89°34'59" West, 54.72 feet;

Thence South 57°37'22" West, 9.79 feet;

Thence South 89°30'08" West, 253.43 feet to the **POINT OF BEGINNING**;

Containing 9,798 square feet, or 0.225 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

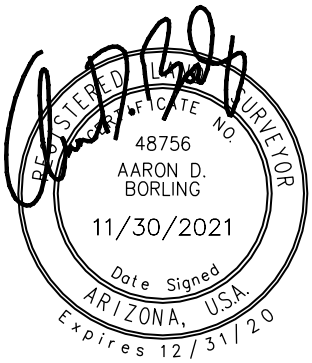
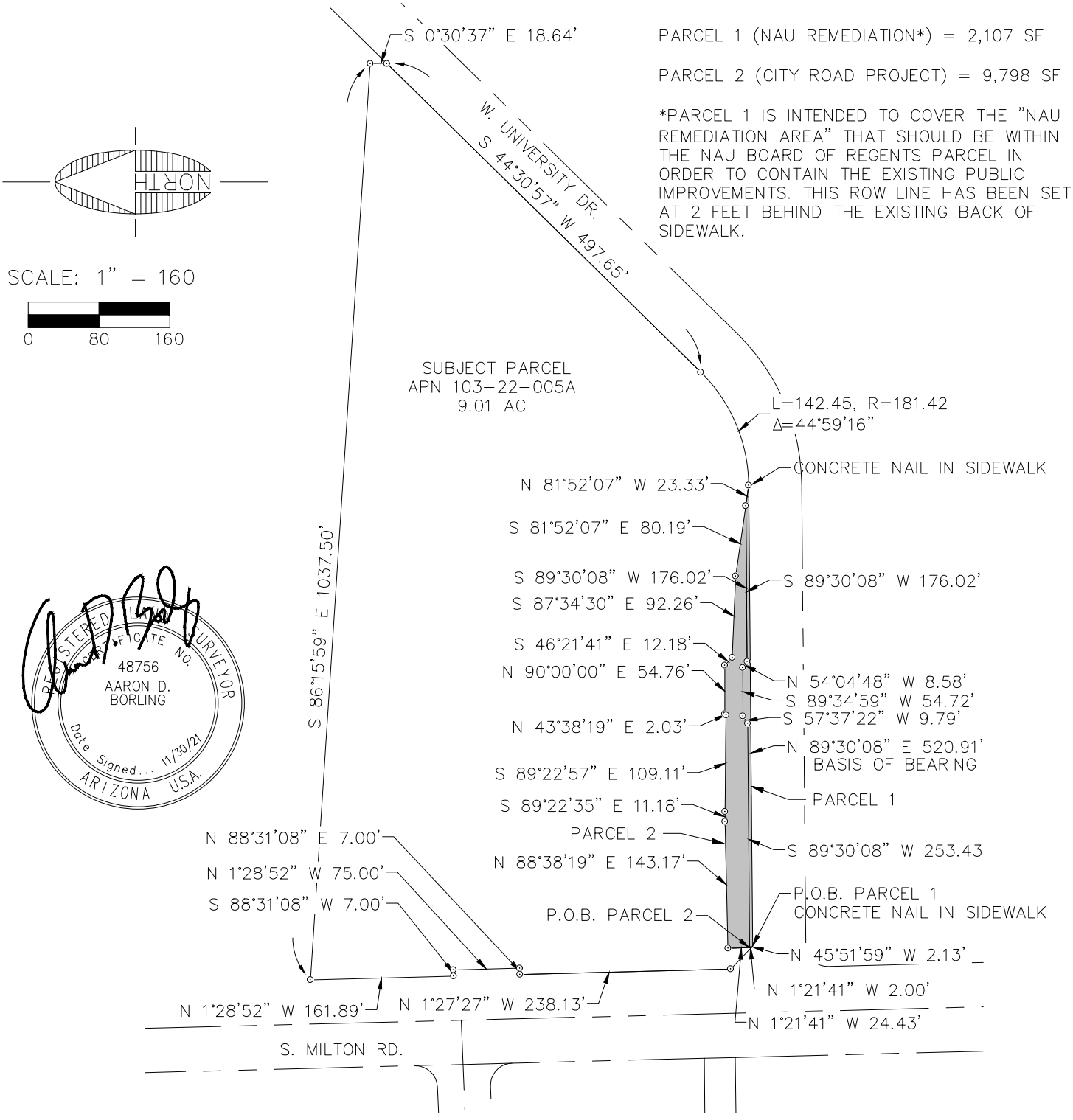


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/30/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=160'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

PLOTTED: Nov 30, 2021 - 2:51pm
FILE: P:\2018\18121\Survey\Legal Descriptions\TARGET CITY RD ROW EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the southerly line of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, and along the southwesterly line of said parcel, North 45°51'59" West, 35.80 feet to a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°27'27" West, 6.42 feet to the **POINT OF BEGINNING;**

Thence North 01°27'27" West, 26.79 feet;

Thence North 88°40'23" East, 37.63 feet;

Thence South 80°10'25" East, 134.28 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 10.50 feet and being subtended by a chord which bears South 60°47'27" East 10.04 feet;

Thence southeasterly along said curve, 10.47 feet through a central angle of 57°08'39";

Thence North 89°22'35" West, 11.18 feet;

Thence South 88°38'19" West, 143.17 feet;

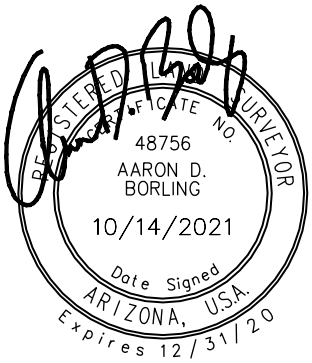
Thence North 01°21'41" West, 3.66 feet;

Thence South 89°28'30" West, 23.52 feet to the POINT OF BEGINNING;

Containing 3,417 square feet, or 0.078 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



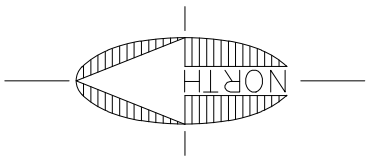
PLOTTED: Oct 14, 2021–10:01am

FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\TARGET PED UP EXHIBIT B.dwg SWI–C3D–2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L1	23.52	S89° 28' 30"W
L2	3.66	N01° 21' 41"W



SCALE: 1" = 160

0 80 160

S 0°30'37" E 18.64'

S 44°30'57" W 497.65'

L=142.45, R=181.42
Δ=44°59'16"

CONCRETE NAIL
IN SIDEWALK

W. UNIVERSITY DR.

S 86°15'59" E 1037.50'

SUBJECT PARCEL
APN 103–22–005A
9.01 AC

N 89°30'08" E 520.91
BASIS OF BEARING

L=10.47, R=10.50
Δ=57°08'39"

N 89°22'35" W 11.18'

S 80°10'25" E 134.28'

N 88°40'23" E 37.63'

S 88°38'19" W 143.17'

N 88°31'08" E 7.00'

N 1°28'52" W 75.00'

S 88°31'08" W 7.00'

L2

L1

CONCRETE NAIL
IN SIDEWALK

N 45°51'59" W 35.80'

N 1°28'52" W 161.89'

N 1°27'27" W 204.92'

N 1°27'27" W 26.79'

N 1°27'27" W 6.42'

S. MILTON RD.

P.O.B.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 10/14/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 21
SCALE	1"=160'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, and along the southwesterly property line of said parcel, North 45°51'59" West, 35.80 feet to a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°27'27" West, 67.16 feet to the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 01°27'27" West, 26.00 feet;

Thence leaving said Right-of-Way line, North 88°40'23" East, 199.49 feet;

Thence South 1°25'47" East, 91.75 feet;

Thence North 89°22'57" West, 26.02 feet;

North 1°25'47" West, 64.87 feet;

Thence South 88°40'23" West, 173.48 feet to the **POINT OF BEGINNING;**

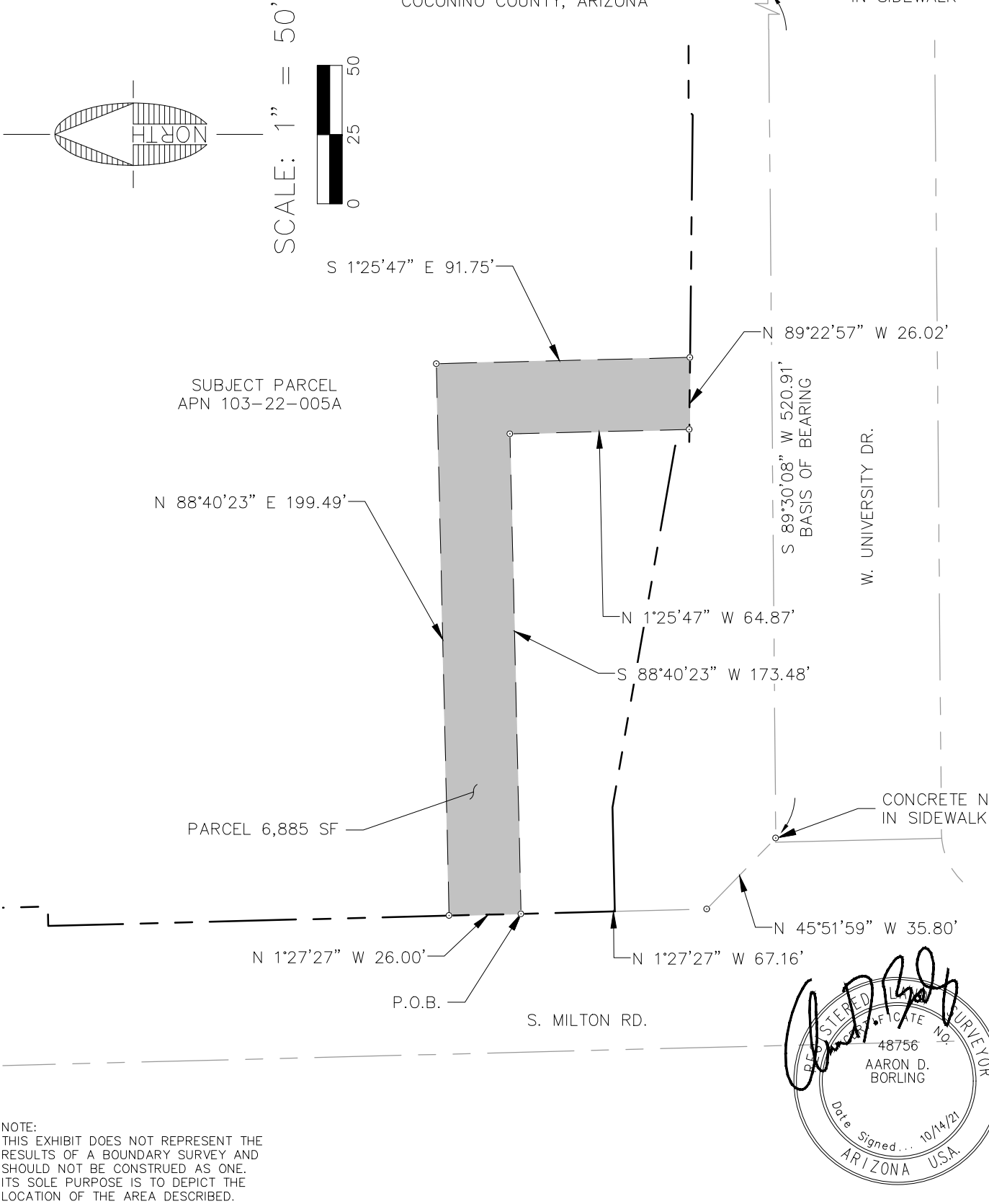
Containing 6,885 square feet, or 0.158 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 10/14/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 2019
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Oct 14, 2021-3:07pm
FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\2021-08-13 Legal Description Exhibits\PUE\103-22-005A_TARGET_PUE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at a found 1.5" aluminum cap on the east Right-of-Way line of South Milton Road, from which a found 3" ADOT brass cap on said Right-of-Way line bears North 01°27'27" West, 238.13 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 01°27'27" West, 33.21 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 01°27'27" West, 106.49 feet;

Thence leaving said Right-of-Way line, North 88°35'30" East, 5.85 feet;

Thence South 02°12'10" East, 106.51 feet;

Thence South 88°40'23" West, 7.23 feet to the **TRUE POINT OF BEGINNING;**

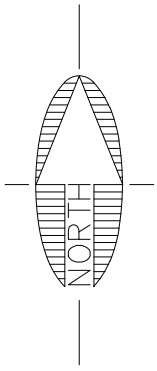
Containing 696 square feet, or 0.016 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

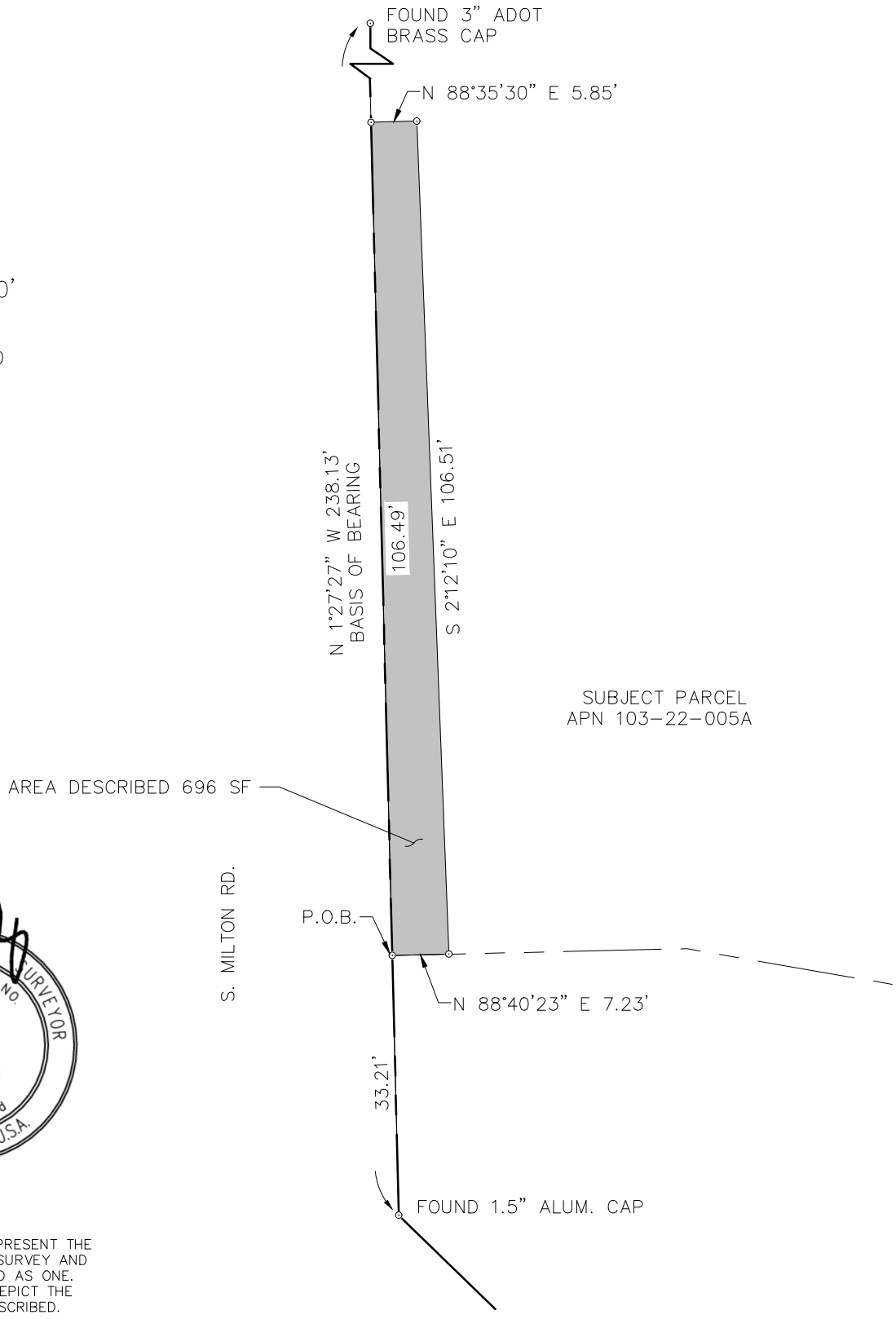
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 20'

0 10 20



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=20'
DRAWN	HAS
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:00pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-41 103-22-005A_TARGET_SIDEWALK EXHIBIT MILTON.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10, and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found 1.5" aluminum cap on the east Right-of-Way line of South Milton Road, from which a found 3" ADOT brass cap on said Right-of-Way line bears North 01°27'27" West, 238.13 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 01°27'27" West, 112.03 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 01°27'27" West, 29.67 feet;

Thence leaving said Right-of-Way line, North 88°32'33" East, 12.69 feet;

Thence South 01°27'27" East, 29.67 feet;

Thence South 88°32'33" West, 12.69 feet to the **TRUE POINT OF BEGINNING;**

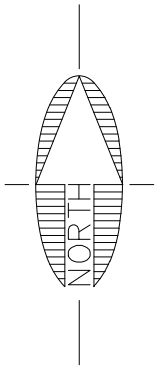
Containing 377 square feet, or 0.009 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 30'

0 15 30

FOUND 3" ADOT
BRASS CAP

N 88°32'33" E 12.69'

AREA = 377 SF

29.67'

S 1°27'27" E 29.67'

P.O.B.

SUBJECT PARCEL
APN 103-22-005A
9.01 AC

S 88°32'33" W 12.69'

S. MILTON RD.

BASIS OF BEARING
N 1°27'27" W 238.13'

112.03'

8.60'

23.33'

8.60'

EX. NAIPTA BUS
STOP EASEMENT
INST. #3693527
(TO BE ABANDONED)

FOUND 1.5"
ALUMINUM CAP

N 45°51'59" W 35.80'

FOUND CONCRETE NAIL
IN SIDEWALK

W. UNIVERSITY DR.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=30'
DRAWN	HAS
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:02pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-42 TARGET BUS STOP EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the northerly Right-of-Way line of West University Avenue, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line, South 44°30'57" West, 163.52 feet to the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, South 44°30'57" West, 334.00 feet to the beginning of a tangent curve concave to the north, having a radius of 181.42 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 142.45 feet through a central angle of 44°59'15";

Thence continuing along said Right-of-Way line, North 81°52'07" West, 50.41 feet;

Thence leaving said Right-of-Way line, North 89°05'15" East, 51.56 feet to the beginning of a tangent curve concave to the north, having a radius of 180.00 feet;

Thence easterly along said curve, 138.07 feet through a central angle of 43°56'54";

Thence North 44°29'37" East, 315.43 feet;

Thence North 8°22'58" West, 8.73 feet;

Thence North 44°40'15" East, 9.80 feet;

Thence South 45°29'03" East, 14.21 feet to the **POINT OF BEGINNING;**

Containing 3,784 square feet, or 0.087 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

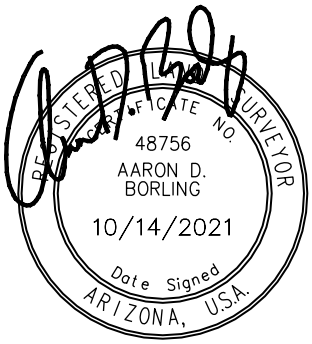
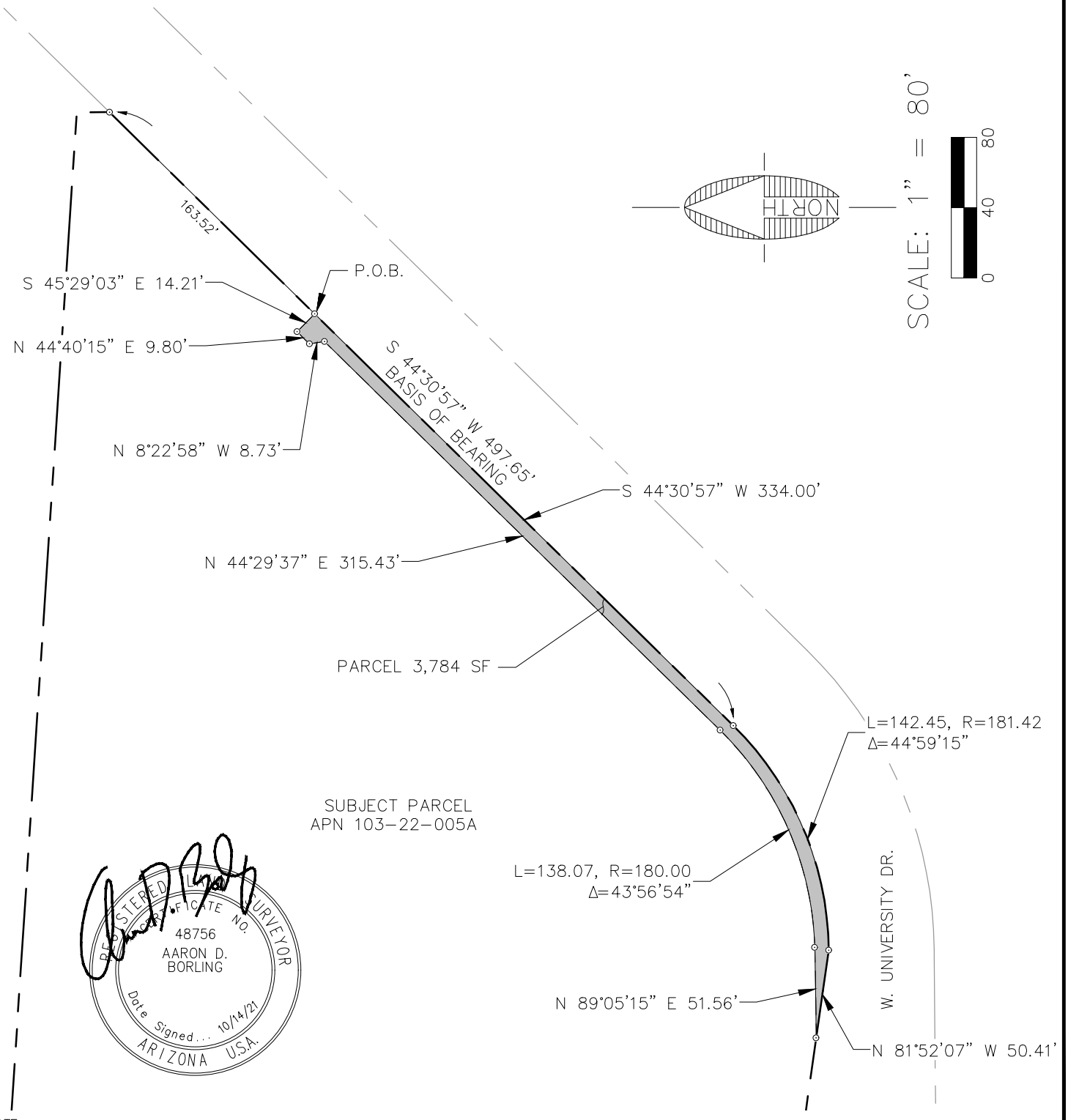


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 10/14/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 21
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\2021-08-13 Legal Description Exhibits\Sidewalk easement\103-22-005A_TARGET_SIDEWALK EXHIBIT UNIVERSITY.dwg PSWITCH 10/14/2021 4:31pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 Official Records of Coconino County, lying within the southwest quarter of Section 21,Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at a point on the northwesterly Right-of-Way line of West University Avenue, from which a point on said Right-of-Way line bears North 44°30'57" East, 497.65 feet (Basis of Bearing) and the beginning of a tangent curve concave to the north having a radius of 181.42 feet and a central angle of 44°59'16";

Thence along said Right-of-Way line, and westerly along said curve 142.45 feet;

Thence leaving said Right-of-Way line, North 81°52'07" West, 71.49 feet to the **TRUE POINT OF BEGINNING;**

Thence North 60°13'07" West, 41.45 feet;

Thence South 02°25'30" West, 15.86 feet to a point hereinafter referred to as 'Point A';

Thence North 87°34'30" West, 4.95 feet;

Thence South 81°52'07" East, 32.02 feet, to the **TRUE POINT OF BEGINNING;**

Containing 284 square feet, or 0.007 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence North 87°34'30" West, 42.11 feet to the **TRUE POINT OF BEGINNING;**

Thence North 10°27'12" West, 14.55 feet;

Thence South 79°32'48" West, 10.00 feet;

Thence South 10°27'12" East, 12.27 feet, to a point hereinafter referred to as 'Point B';

Thence South 87°34'30" East, 10.26 feet, to the **TRUE POINT OF BEGINNING;**

Containing 134 square feet, or 0.003 Acres, more or less.

PARCEL 3:

Commencing from the aforementioned 'Point B';

Thence North 87°34'30" West, 34.95 feet;

Thence North 46°21'41" West, 12.18 feet to the **TRUE POINT OF BEGINNING;**

Thence North 83°42'11" West, 54.70 feet;

Thence North 90°00'00" West, 77.65 feet;

Thence North 01°09'33" West, 96.00 feet;

Thence South 88°40'19" West, 160.25 feet;

Thence North 01°20'07" West, 41.12 feet;

Thence South 88°36'41" West, 51.68 feet, to a point on the easterly Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, South 01°27'27" East, 111.51 feet;

Thence leaving said Right-of-Way line, North 88°40'23" East, 37.63 feet;

Thence South 80°10'25" East, 132.64 feet;

Thence South 00°00'00" East, 5.07 feet;

Thence South 89°22'57" East, 119.50 feet;

Thence North 43°38'19" East, 2.03 feet;

Thence North 90°00'00" East, 54.76 to the **TRUE POINT OF BEGINNING;**

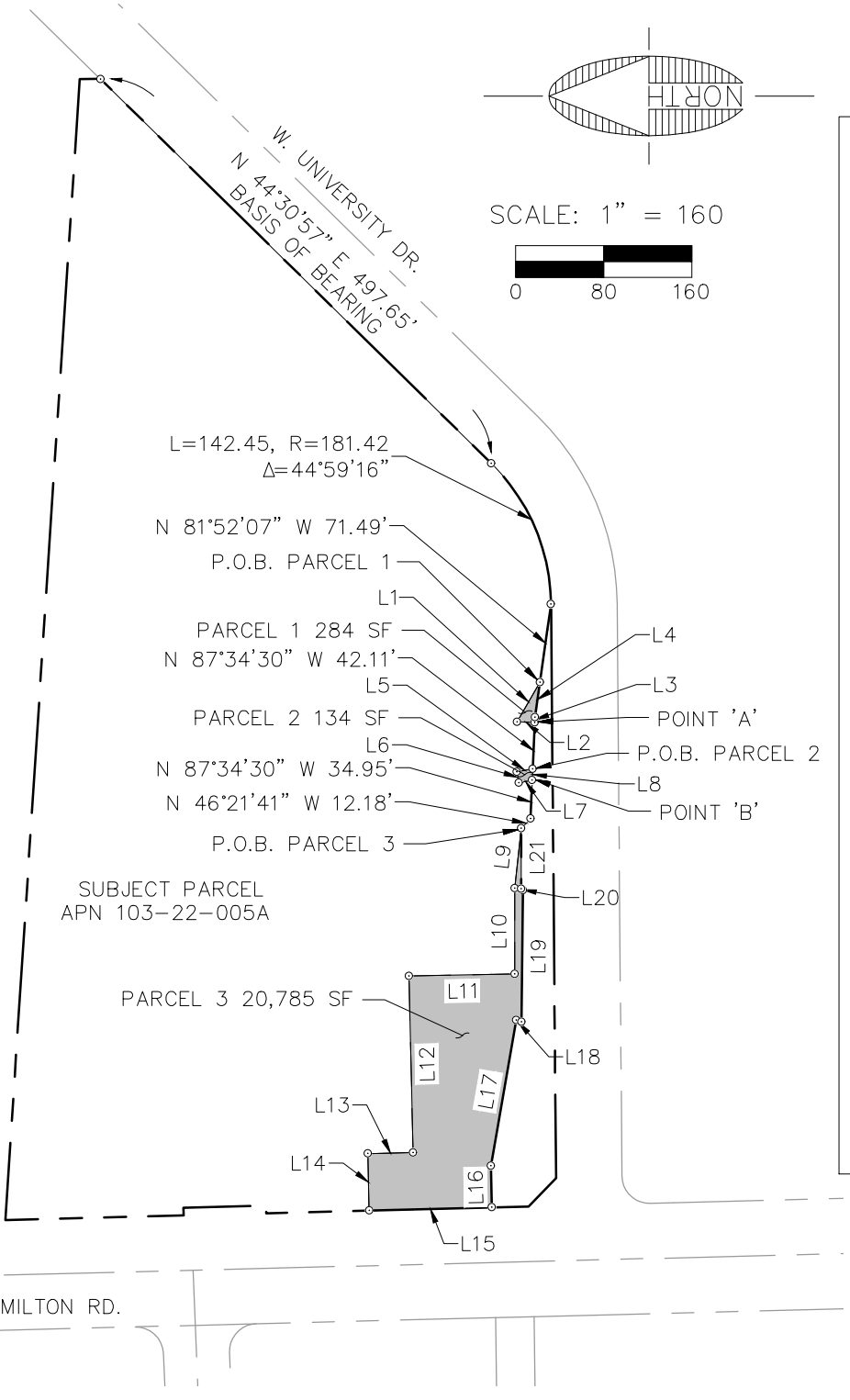
Containing 20,785 square feet, or 0.48 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



Line Table		
Line #	Length	Direction
L1	41.45	N60°13'07"W
L2	15.86	S2°25'30"W
L3	4.95	S87°34'30"E
L4	32.02	S81°52'07"E
L5	14.55	N10°27'12"W
L6	10.00	S79°32'48"W
L7	12.27	S10°27'12"E
L8	10.26	S87°34'30"E
L9	54.70	N83°42'11"W
L10	77.65	N90°00'00"W
L11	96.00	N1°09'33"W
L12	160.25	S88°40'19"W
L13	41.12	N1°20'07"W
L14	51.68	S88°36'41"W
L15	111.51	S1°27'27"E
L16	37.63	N88°40'23"E
L17	132.64	S80°10'25"E
L18	5.07	S0°00'00"E
L19	119.50	S89°22'57"E
L20	2.03	N43°38'19"E
L21	54.76	N90°00'00"E

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.

JOB NO.	18121
DATE	AUG 22
SCALE	1"=160'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

PLOTTED: Aug 02, 2022-5:14pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-44 103-22-005A_TARGET_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as shown on Instrument Number 3861259, and described in Docket 1036, Page 592, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found aluminum cap marked RLS 48756 on the west Right-of-Way line of South Milton Road, said point being in common with the southeast corner of said parcel, from which a found 1- inch rebar with tag marked RLS 48756 at the southwest corner of said parcel bears South 89°24'36" West, 249.73 feet (Basis of Bearing) and the **TRUE POINT OF BEGINNING;**

Thence along said Right-of-Way line, North 1°28'21" West, 217.34 feet to the beginning of a tangent curve concave to the southwest having a radius of 25.00 feet and a central angle of 34°13'13";

Thence continuing along said Right-of-Way line, and northwesterly along said curve, 14.93 feet;

Thence leaving said Right-of-Way line, South 12°54'08" West, 8.81 feet;

Thence South 01°24'26" East, 33.79 feet;

Thence South 43°35'58" West, 7.07 feet;

Thence South 01°24'26" East, 54.57 feet;

Thence South 46°24'02" East, 7.07 feet;

Thence South 1°24'26" East, 124.39 feet to a point on the south line of said parcel;

Thence along said south line, North 89°24'36" East, 6.77 feet to the **TRUE POINT OF BEGINNING;**

Containing 1,805 square feet, or 0.04 Acres, more or less.

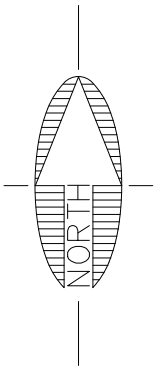
See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.



SCALE: 1" = 50

0 25 50

APN
103-21-022C

W. UNIVERSITY AVE.

L=14.93, R=25.00
Δ=34°13'13"

S 12°54'08" W 8.81'

S 1°24'26" E 33.79'

S 43°35'58" W 7.07'

S 1°24'26" E 54.57'

AREA DESCRIBED
1,805 SF

SUBJECT PARCEL
APN 103-21-021B

S 46°24'02" E 7.07'

APN
103-21-021C

S. MILTON RD.

N 1°28'21" W 217.34'

S 1°24'26" E 124.39'

S 89°24'36" W 249.73'
BASIS OF BEARING

N 89°24'36" E 6.77'

P.O.B.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:14pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-45 103-21-021B_BURGER KING MILTON_SIDEWALK EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/26/2022

A portion of that parcel of land as described in Docket 1036, Page 592, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from the northwest corner of said parcel bears North 01°26'23" East, 234.93 feet (Basis of Bearing), and the **POINT OF BEGINNING;**

Thence North 89°24'36" East, 245.96 feet;

Thence North 01°24'02" West, 8.50 feet;

Thence North 42°09'52" East, 2.90 feet;

Thence North 01°24'26" West, 9.09 feet to the beginning of a tangent curve concave to the southwest having a radius of 38.00 feet and a central angle of 15°30'47";

Thence northerly along said curve, 10.29 feet;

Thence North 16°55'13" West, 7.80 feet to the beginning of a tangent curve concave to the northeast having a radius of 42.00 feet and a central angle of 15°30'47";

Thence northerly along said curve, 11.37 feet;

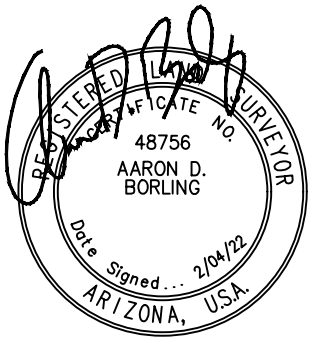
Thence North 01°24'26" West, 174.20 feet;

Thence North 43°35'58" East, 6.28 feet, to a point on the northerly line of said parcel and the southerly Right-of-Way line of West University Avenue, said point being the beginning of a non-tangent curve concave to the southwest having a radius of 25.00 feet and a central angle of 67°26'54" and being subtended by a chord which bears North 58°38'47" West, 27.74 feet;

Thence along said northerly line, and said Right-of-Way line, and northwesterly along said curve, 29.43 feet;

Thence continuing along said northerly line, and said Right-of-Way line, South 87°37'03" West, 224.19 feet, to the northwest corner of said parcel;

Thence along the west line of said parcel, South 01°26'23" East, 14.43 feet;



Thence leaving said west line, North 87°23'32" East, 222.76 feet;

Thence South 63°11'35" East, 13.58 feet;

Thence South 01°47'20" East, 203.39 feet;

Thence South 89°24'36" West, 235.94 feet to a point on said west line;

Thence along said west line, South 01°26'23" East, 18.72 feet to the **POINT OF BEGINNING;**

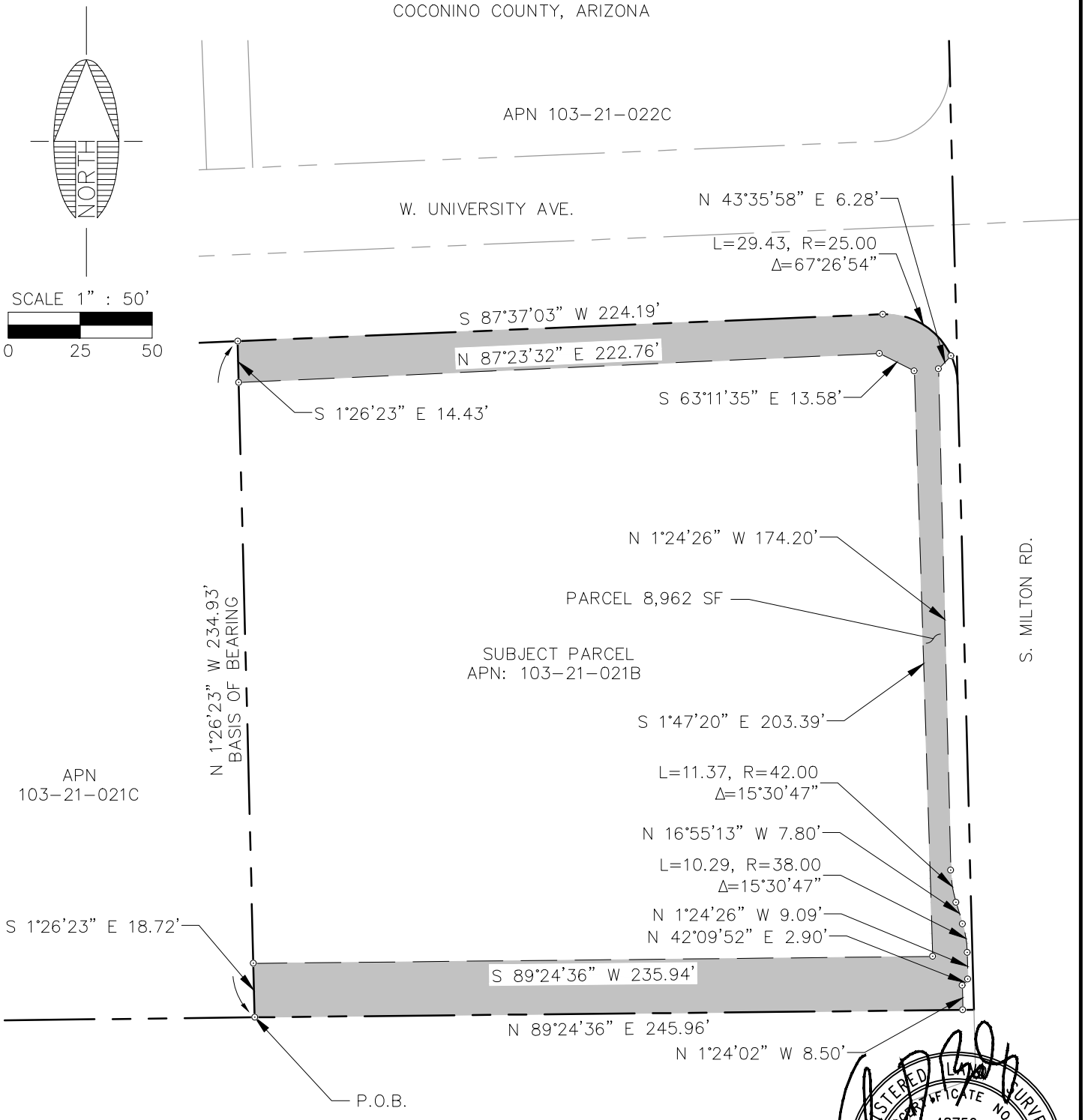
Containing 9,732 square feet, or 0.223 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-5:00pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-46 103-21-021B_BURGER KING_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as shown in Instrument Number 3861259, and as described in Docket 1036, Page 592, Official Records of Coconino County, lying within the southwest quarter of Section21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at a found aluminum cap marked RLS 48756 on the west Right-of-Way line of South Milton Road, said point being in common with the southeast corner of said parcel, from which a found 1- inch rebar with tag marked RLS 48756 at the southwest corner of said parcel bears South 89°24'36" West, 249.73 feet (Basis of Bearing) and the **TRUE POINT OF BEGINNING;**

Thence along said Right-of-Way line, North 01°28'21" West, 10.00 feet to a point hereinafter referred to as 'Point A';

Thence leaving said Right-of Way line, South 89°24'36" West, 13.35 feet;

Thence South 00°59'42" East, 10.00 feet to a point on the southerly line of said parcel;

Thence along said southerly line, North 89°24'36" East, 13.44 feet to the **TRUE POINT OF BEGINNING.**

Containing 134 square feet, or 0.003 acres more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said Right-of-Way line, North 01°28'21" West, 5.22 feet **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 01°28'21" West, 6.00 feet;

Thence leaving said Right-of Way line, South 89°00'49" West, 9.92 feet;

Thence South 00°59'11" East, 6.00 feet;

Thence North 89°00'49" East, 9.97 feet to the **TRUE POINT OF BEGINNING.**

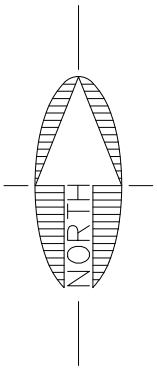
Containing 60 square feet, or 0.001 acres more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50

0 25 50

APN 103-21-022C

W. UNIVERSITY AVE.

APN 103-21-021C

SUBJECT PARCEL
APN 103-21-021B

S. MILTON RD.

S 89°00'49" W 9.92'
S 0°59'11" E 6.00'
N 89°00'49" E 9.97'
S 89°24'36" W 13.35'
N 89°24'36" E 249.73'
BASIS OF BEARING
S 0°59'42" E 10.00'
N 89°24'36" E 13.44'

PARCEL 2
60 SF

N 1°28'21" W 6.00'
P.O.B. PARCEL 2
N 1°28'21" W 5.22'
POINT 'A'
N 1°28'21" W 10.00'
P.O.B. PARCEL 1

PARCEL 1
134 SF

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=50'
DRAWN	HAS
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:15pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-47 & BU-66 103-21-021B_BURGER KING MILTON_PUE EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/30/2021

A portion of the West University Avenue Right-of-Way as shown on the Final Plat for Mill Town Mixed-Use, Instrument Number 3861259, Official Records of Coconino County (herein referred to as R1), lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 5/8" rebar tagged 'ADOT NE COR LOC SER 1984' on the west Right-of-Way line of South Milton Road, from which an ADOT brass cap marked '7408+16.76 1960' on said west Right-of-Way line bears South 01°28'21" West, 909.92 feet (Basis of Bearing, R1), and the **POINT OF BEGINNING;**

Thence along said Right-of-Way line, South 01°28'21" East, 129.11 feet to a point in common with the southerly Right-of-Way line of West University Avenue as shown on R1;

Thence along said Right-of-Way line, North 45°16'07" West, 22.69 feet;

Thence continuing along said Right-of-Way line, South 88°38'19" West, 7.70 feet;

Thence leaving said Right-of-Way line, North 01°21'41" West, 116.50 feet;

Thence North 70°18'18" East, 24.40 feet to a point on the west Right-of-Way line of South Milton Road;

Thence along said Right-of-Way South 01°28'21" East, 11.42 feet to the **POINT OF BEGINNING;**

Containing 2,927 square feet, or 0.067 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

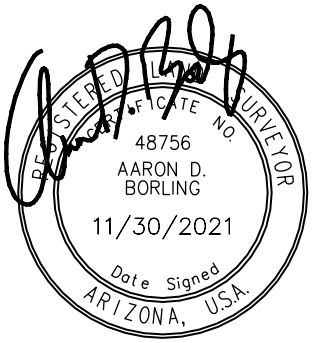
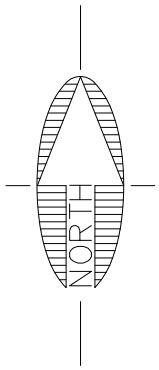


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50

0 25 50

APN 103-21-021B

APN 103-22-005A

N 70°18'18" E 24.40'

S 1°28'21" E 11.42'

P.O.B.

N 1°21'41" W 116.50'

129.11'

S 1°28'21" E 909.92'
BASIS OF BEARING

S. MILTON RD.

W. UNIVERSITY AVE.
INST. #3861259

W. UNIVERSITY AVE.

AREA DESCRIBED
2,927 SF

S 88°38'19" W 7.70'

N 45°16'07" W 22.69'

APN 103-22-004D

APN 103-21-024

7408+16.76

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/30/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Nov 30, 2021 - 9:20am
FILE: P:\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\ROW\COF ROW TO ADOT MILTON WEST EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/30/2021

A portion of the West University Avenue Right-of-Way as shown on Book 10 of Surveys, Page 10, and Instrument Number 3728095, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found concrete nail and tag in sidewalk on the north Right-of-Way line of West University Avenue, from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence along the northerly prolongation of said Right-of-Way line, South 89°30'39" West, 1.50 feet to the **POINT OF BEGINNING;**

Thence continuing along the northerly prolongation of said Right-of-Way line, South 89°30'39" West, 23.55 feet to a point on the east Right-of-Way line of South Milton Road**;**

Thence along said Right-of-Way line, South 01°28'21" East, 85.35 feet to a point on the northwesterly line of that parcel of land as described in Docket 1278, Page 400, Official Records of Coconino County, and the beginning of a non-tangent curve concave to the southeast having a radius of 25.00 feet and being subtended by a chord which bears North 41°43'26" East 34.23 feet;

Thence along said northwesterly line, and northeasterly along said curve, 37.70 feet through a central angle of 86°23'36" to a point on the south Right-of-Way line of West University Avenue;

Thence leaving said Right-of-Way line, North 01°21'41" West, 60.00 feet to the **POINT OF BEGINNING;**

Containing 1,547 square feet, or 0.036 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

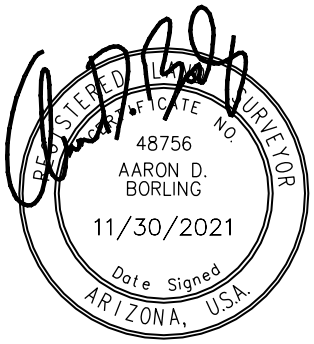
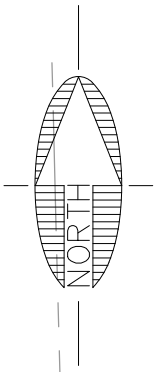


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 30'

0 15 30

APN 103-22-005A
BK 10, PG 10

S 89°30'39" W 1.50'

P.O.B.

CONCRETE NAIL IN SIDEWALK

CONCRETE NAIL IN SIDEWALK

S 89°30'39" W 23.55'

AREA DESCRIBED
1,547 SF

N 89°30'08" E 520.91'
BASIS OF BEARING

S 1°28'21" E 85.35'

N 1°21'41" W 60.00'

S. MILTON RD.

W. UNIVERSITY AVE.

SUBJECT PARCEL
APN 103-22-003A

L=37.70, R=25.00
Δ=86°23'36"

APN 103-22-004D
DK 1278, PG 400

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/30/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=30'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Nov 30, 2021-10:45am
FILE: P:\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\ROW\NAU ROW TO ADOT MILTON EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/30/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and Instrument Number 3728095, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found concrete nail and tag in sidewalk on the south line of said parcel, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk on said south line bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence along the southwesterly line of said parcel, North 45°51'59" West, 2.13 feet to the **POINT OF BEGINNING;**

Thence continuing along said southwesterly line, North 45°51'59" West, 33.67 feet to a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°27'27" West, 6.42 feet

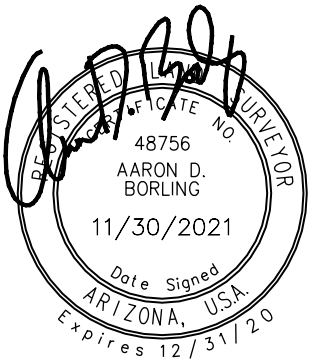
Thence leaving said Right-of-Way line, North 89°28'30" East, 23.62 feet;

Thence South 01°21'41" West, 30.09 feet to the **POINT OF BEGINNING;**

Containing 431 square feet, or 0.010 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

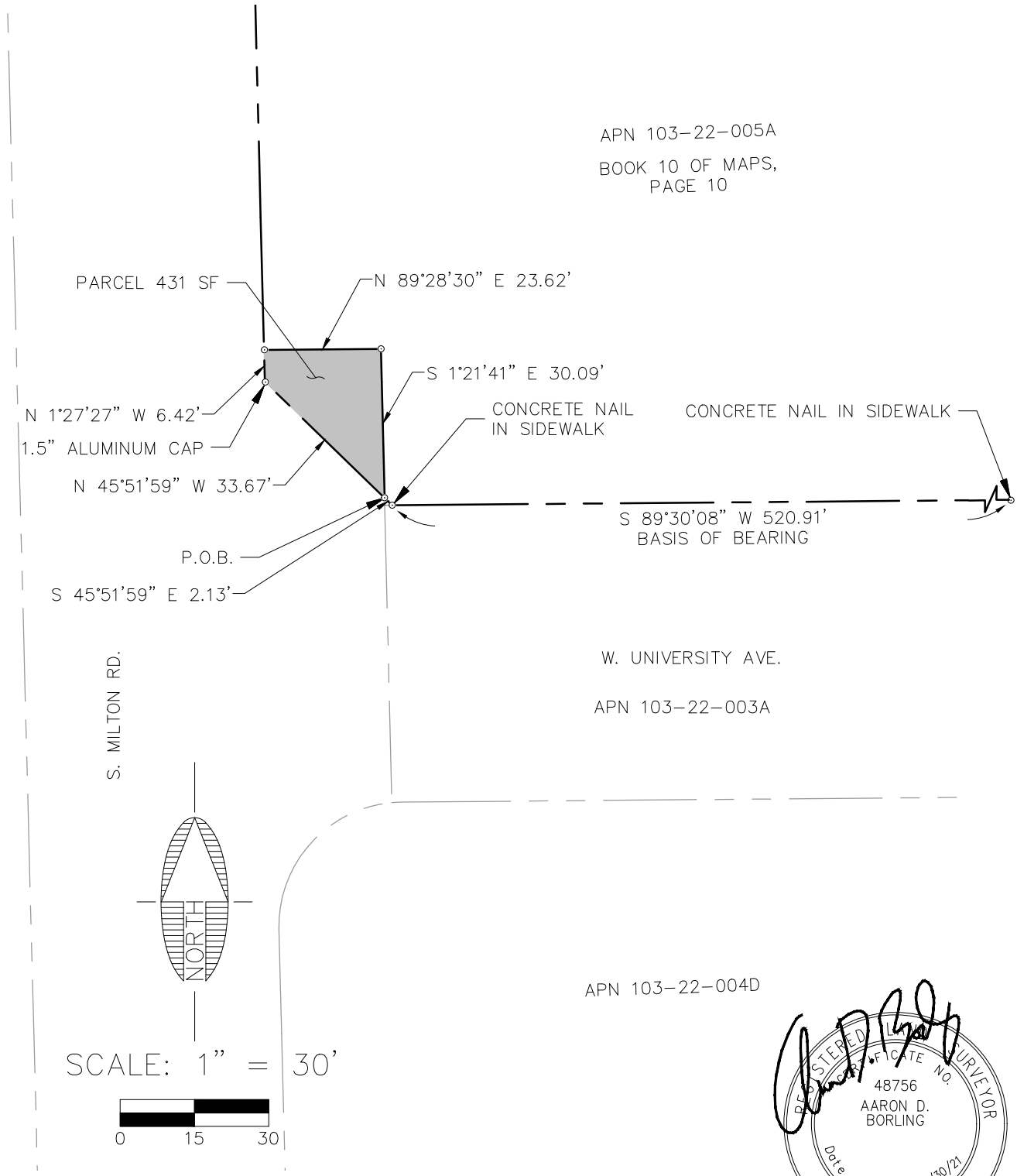
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: Nov 30, 2021–10:59am
FILE: P:\2018\18121\Survey\Legal Descriptions\2021–11 Legal Description Exhibits\ROW\COF ROW TO ADOT MILTON EAST EXHIBIT.dwg SWI–C3D–2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/30/21
ARIZONA U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=30'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

LEGAL DESCRIPTION
Exhibit 'A'
#18121
9/18/2019

A portion of West University Avenue as shown on Instrument Number 3742956, Official Records of Coconino County (herein referred to as R1), lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of that parcel of land as described in Instrument Number 3032368, Official Records of Coconino County, said point being in common with northerly Right-of-Way line of West University Avenue as shown on R1;

Thence along said Right-of-Way line, North 87°36'18" East (Basis of Bearing, R1), 124.40 feet to the **POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, North 87°36'18" East, 83.82 feet;

Thence leaving said Right-of-Way line, South 18°30'39" West, 27.66 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and being subtended by a chord which bears North 73°08'14" West, 78.34 feet;

Thence northwesterly along said curve 78.41 feet through a central angle of 08°30'31" to the **POINT OF BEGINNING**;

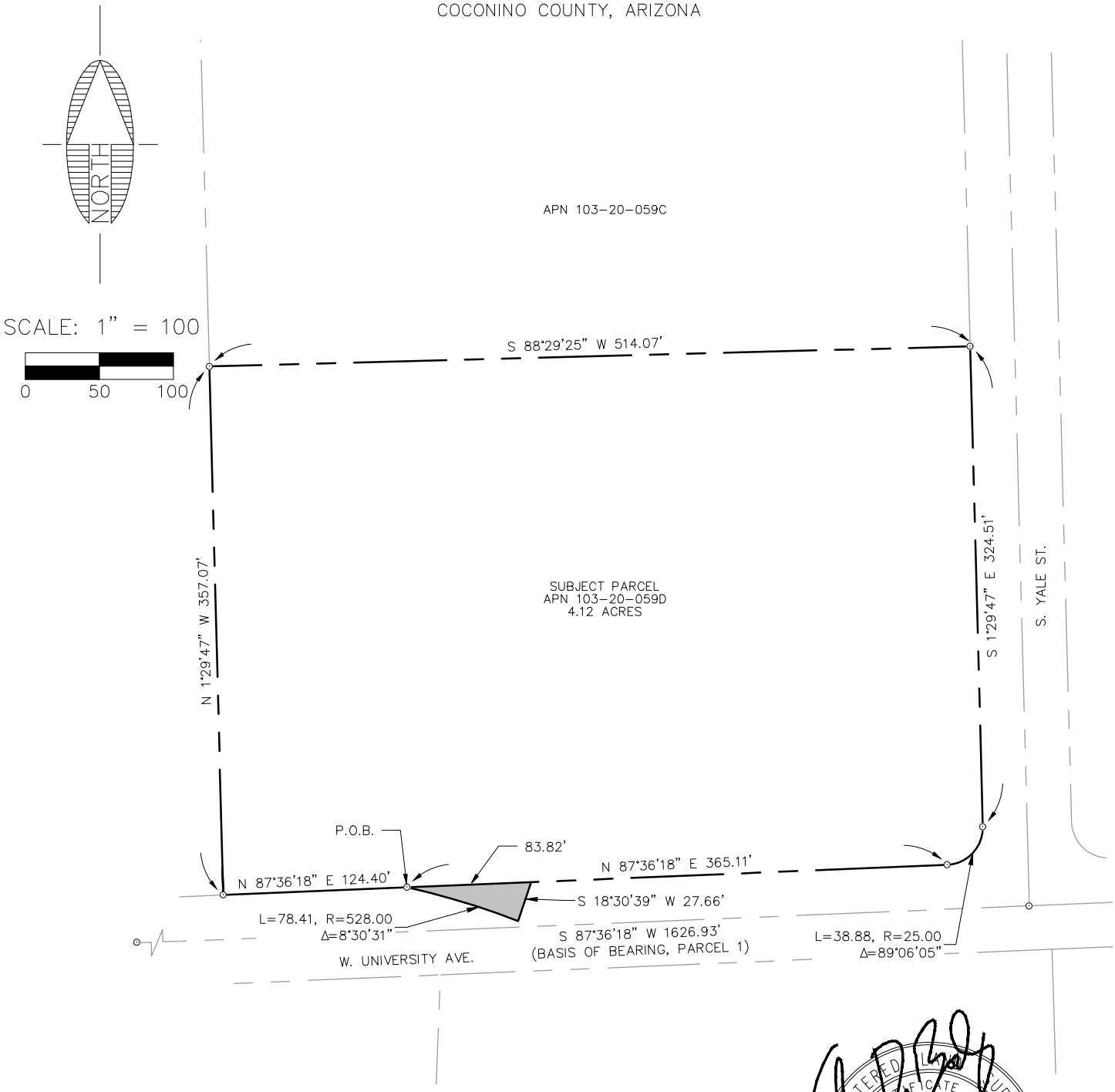
Containing 1,007 square feet, or 0.023 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	SEP 2019
SCALE	1"=100'
DRAWN	CNP
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Sep 19, 2019-8:29am
FILE: P:\2018\18121\Survey\Legal Descriptions\UNIVERSITY COF EXHIBIT B.dwg <<C3D_Imperial>>

LEGAL DESCRIPTION
Exhibit 'A'

A portion of West University Drive as shown on Book 10 of Maps, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, from which a found concrete nail and tag in sidewalk on said Right-of-Way line bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, South 80°58'10" West, 1.33 feet to the **TRUE POINT OF BEGINNING;**

Thence North 89°54'20" East, 370.05 feet;

Thence North 00°58'27" West, 2.80 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, South 89°54'20" East, 16.00 feet;

Thence leaving said Right-of-Way line, South 00°58'27" East, 2.79 feet;

Thence North 89°01'33" East, 159.42 feet;

Thence North 68°45'34" East, 15.10 feet to a point on said Right-of-Way line, and the beginning of a non-tangent curve concave to the northwest having a radius of 181.42 feet and a central angle of 17°43'29" and being subtended by a chord bearing North 68°45'34" East, 55.90 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 56.12 feet;

Thence leaving said Right-of-Way line, North 68°45'34" East, 40.17 feet;

Thence North 44°20'05" East, 147.70 feet;

Thence North 45°37'31" West, 9.53 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'57" East, 16.00 feet;

Thence leaving said Right-of-Way line, South 45°37'31" East, 9.48 feet;

Thence North 44°20'05" East, 153.15 feet;

Thence North 45°29'03" West, 8.99 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'57" East, 15.98 feet;

Thence leaving said Right-of-Way line, South 45°38'13" East, 8.94 feet;

Thence North 44°20'05" East, 297.84 feet;

Thence North 45°28'32" West, 8.00 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line, South 46°19'33" East, 7.95 feet;

Thence North 44°18'32" East, 55.23 feet;

Thence North 87°30'44" East, 46.27 feet;

Thence North 41°31'35" East, 49.47 feet;

Thence South 88°26'26" East, 36.24 feet;

Thence South 01°33'34" West, 16.00 feet;

Thence North 88°26'26" West, 28.78 feet;

Thence South 41°31'35" West, 48.80 feet;

Thence South 87°30'44" West, 46.73 feet;

Thence South 44°19'44" West, 252.47 feet;

Thence South 45°39'55" East, 35.41 feet to a point on the southerly Right-of-Way line of West University Drive;

Thence along said Right-of-Way line, South 44°31'28" West, 16.00 feet;

Thence leaving said Right-of-Way line, North 45°39'55" West, 35.36 feet;

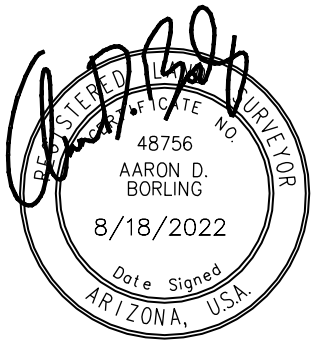
Thence South 44°20'05" West, 97.13 feet;

Thence South 18°10'24" East, 36.39 feet;

Thence South 46°01'15" East, 2.71 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, South 44°31'28" West, 16.00 feet;

Thence leaving said Right-of-Way line, North 45°48'27" West, 6.57 feet;



Thence North 18°10'24" West, 31.97 feet;

Thence South 44°20'05" West, 315.66 feet;

Thence South 68°45'34" West, 117.49 feet;

Thence South 89°01'33" West, 170.66 feet;

Thence South 89°54'20" West, 377.91 feet;

Thence North 00°05'40" West, 16.00 feet to the **TRUE POINT OF BEGINNING;**

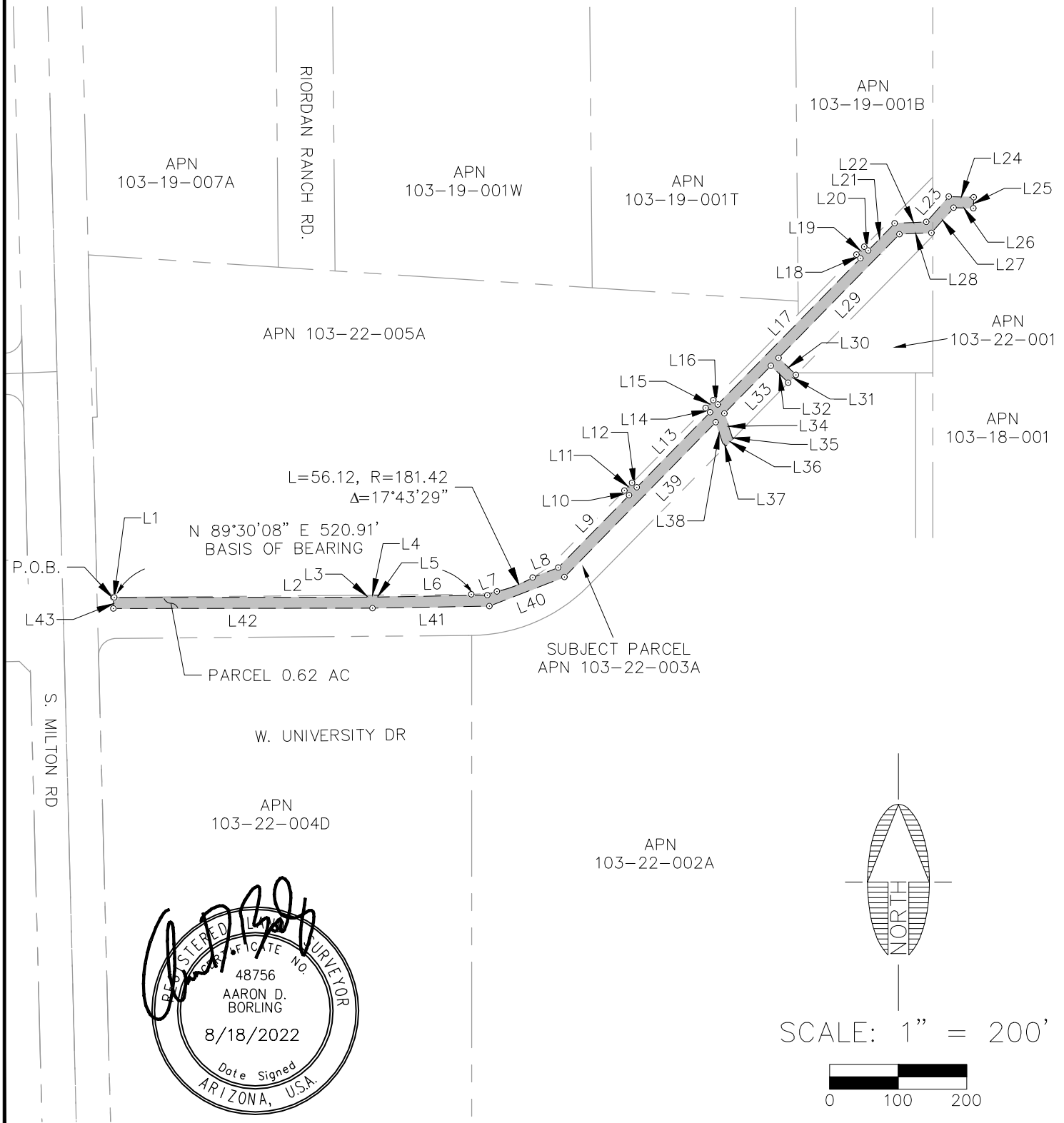
Containing 0.62 acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/18/2022
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=200'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

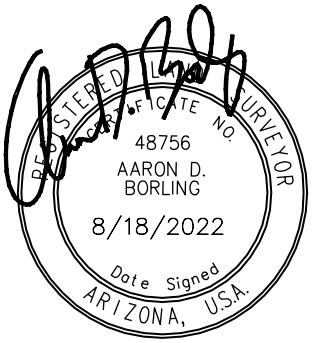
PLOTTED: Aug 18, 2022-9:16am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-52 103-22-003A_NAU_Drainage.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L1	1.33	S80° 58' 10"W
L2	370.05	N89° 54' 20"E
L3	2.80	N0° 58' 27"W
L4	16.00	N89° 30' 08"E
L5	2.79	S0° 58' 27"E
L6	159.42	S89° 01' 33"W
L7	15.10	S68° 45' 34"W
L8	40.17	N68° 45' 34"E
L9	147.70	N44° 20' 05"E
L10	9.53	N45° 37' 31"W
L11	16.00	N44° 30' 57"E
L12	9.48	S45° 37' 31"E
L13	153.15	N44° 20' 05"E
L14	8.99	N45° 29' 03"W
L15	15.98	N44° 30' 57"E
L16	8.94	S45° 38' 13"E
L17	297.84	N44° 20' 05"E
L18	8.00	N45° 28' 32"W
L19	16.12	N44° 30' 56"E
L20	7.95	S46° 19' 33"E
L21	55.23	N44° 18' 32"E
L22	46.27	N87° 30' 44"E
L23	49.47	N41° 31' 35"E
L24	36.24	S88° 26' 26"E
L25	16.00	S1° 33' 34"W

Line Table		
Line #	Length	Direction
L26	28.78	N88° 26' 26"W
L27	48.80	S41° 31' 35"W
L28	46.73	S87° 30' 44"W
L29	252.47	S44° 19' 44"W
L30	35.41	S45° 39' 55"E
L31	16.00	S44° 31' 28"W
L32	35.36	N45° 39' 55"W
L33	97.13	S44° 20' 05"W
L34	36.39	S18° 10' 24"E
L35	2.71	S46° 01' 15"E
L36	16.00	S44° 31' 28"W
L37	6.57	N45° 48' 27"W
L38	31.97	N18° 10' 24"W
L39	315.66	S44° 20' 05"W
L40	117.49	S68° 45' 34"W
L41	170.66	S89° 01' 33"W
L42	377.91	S89° 54' 20"W
L43	16.00	N0° 05' 40"W



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

PLOTTED: Aug 18, 2022-9:16am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-52 103-22-003A_NAU_Drainage.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21,Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing from a point on the northwesterly Right-of-Way line of West University Drive, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along the southeasterly line of said parcel, and said Right-of-Way line, South 44°30'57" West, 176.32 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said southeasterly line, and said Right-of-Way line, South 44°30'57" West, 16.00 feet to a point hereinafter referred to as 'Point A';

Thence leaving said southeasterly line, and said Right-of-Way line, North 45°38'13" West, 4.91 feet;

Thence North 44°20'05" East, 16.00 feet;

Thence South 45°38'13" East, 4.96 feet to the **TRUE POINT OF BEGINNING.**

Containing 79 square feet, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence continuing along said southeasterly line, and said Right-of-Way line, South 44°30'57" West, 153.15 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said southeasterly line, and said Right-of-Way line, South 44°30'57" West, 16.00 feet;

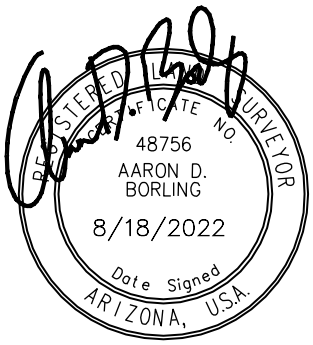
Thence leaving said southeasterly line, and said Right-of-Way line, North 45°37'31" West, 4.29 feet;

Thence North 44°20'05" East, 16.00 feet;

Thence South 45°37'31" East, 4.34 feet to the **TRUE POINT OF BEGINNING;**

Containing 69 square feet, more or less.

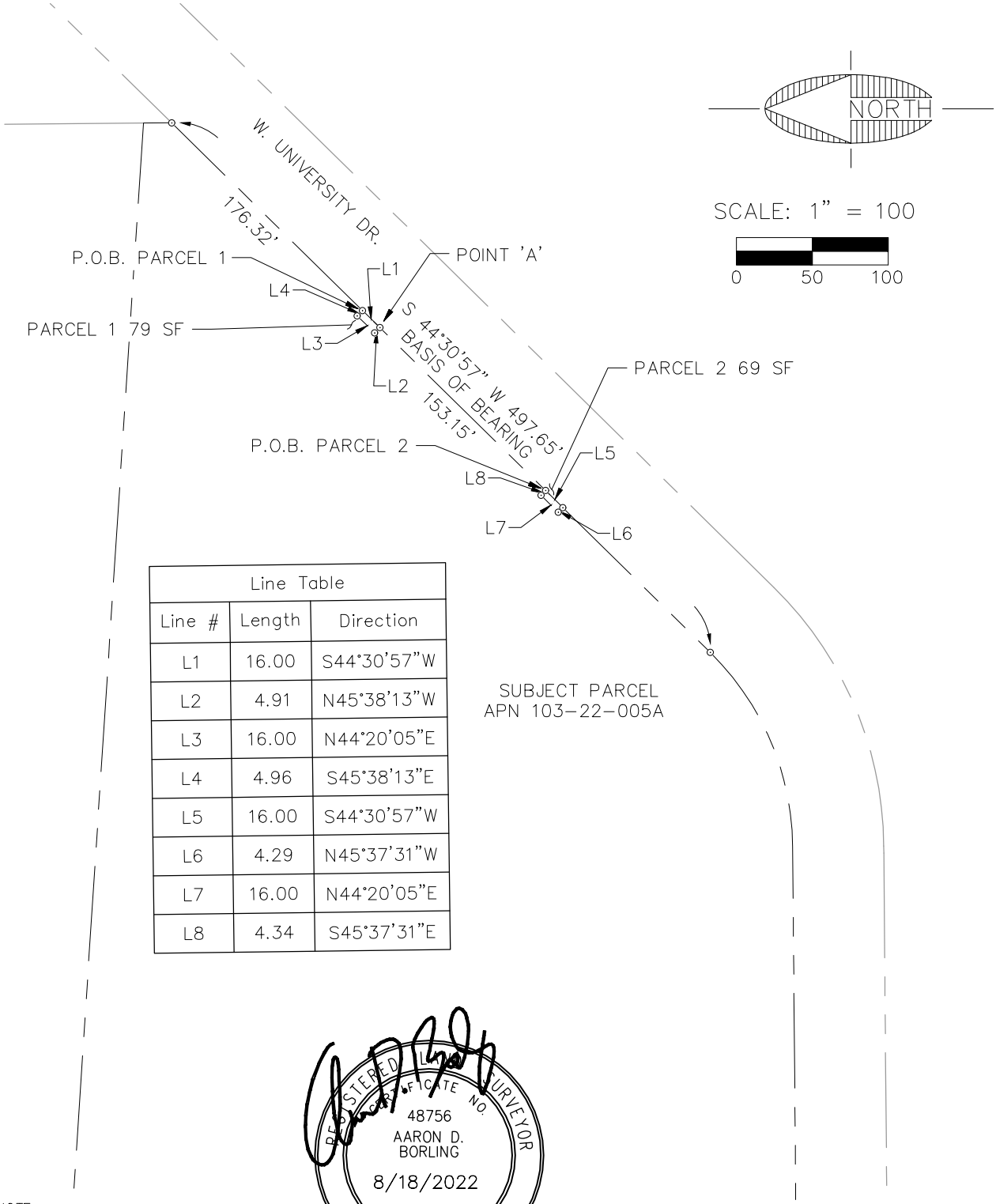
See Exhibit 'B' attached hereto and made a part hereof.



This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



Line Table		
Line #	Length	Direction
L1	16.00	S44°30'57"W
L2	4.91	N45°38'13"W
L3	16.00	N44°20'05"E
L4	4.96	S45°38'13"E
L5	16.00	S44°30'57"W
L6	4.29	N45°37'31"W
L7	16.00	N44°20'05"E
L8	4.34	S45°37'31"E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/18/2022
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.

JOB NO.	18121
DATE	AUG 22
SCALE	1"=100'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 17, 2022-6:31pm
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-53 103-22-005A_CIC_Drainage_08-22.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 206, Page 336, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Parcel 1:

Commencing at a point on the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Maps, Page 10, Official Records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, South 45°28'32" East, 60.02 feet, to a point on the southeasterly Right-of-Way line of West University Avenue;

Thence along said Right-of-Way line, South 44°31'28" West, 65.61 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and the northwesterly line of said parcel, South 44°31'28" West, 16.00 feet to a point hereafter referred to as 'Point A';

Thence leaving said Right-of-Way line and said northwesterly line, South 45°39'55" East, 2.87 feet;

Thence North 44°20'05" East, 16.00 feet;

Thence North 45°39'55" West, 2.82 feet to the **TRUE POINT OF BEGINNING.**

Containing 46 square feet, more or less.

Parcel 2:

Commencing at the aforementioned 'Point A';

Thence along said Right-of-Way line and said northwesterly line, South 44°31'28" West, 113.93 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said northwesterly line, South 44°31'28" West, 16.00 feet;

Thence leaving said Right-of-Way line and said northwesterly line, South 45°39'20" East, 5.55 feet;

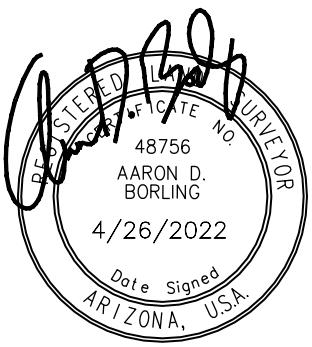
Thence North 44°20'05" East, 16.00 feet;

Thence North 45°39'20" West, 5.49 feet to the **TRUE POINT OF BEGINNING.**

Contains 88 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

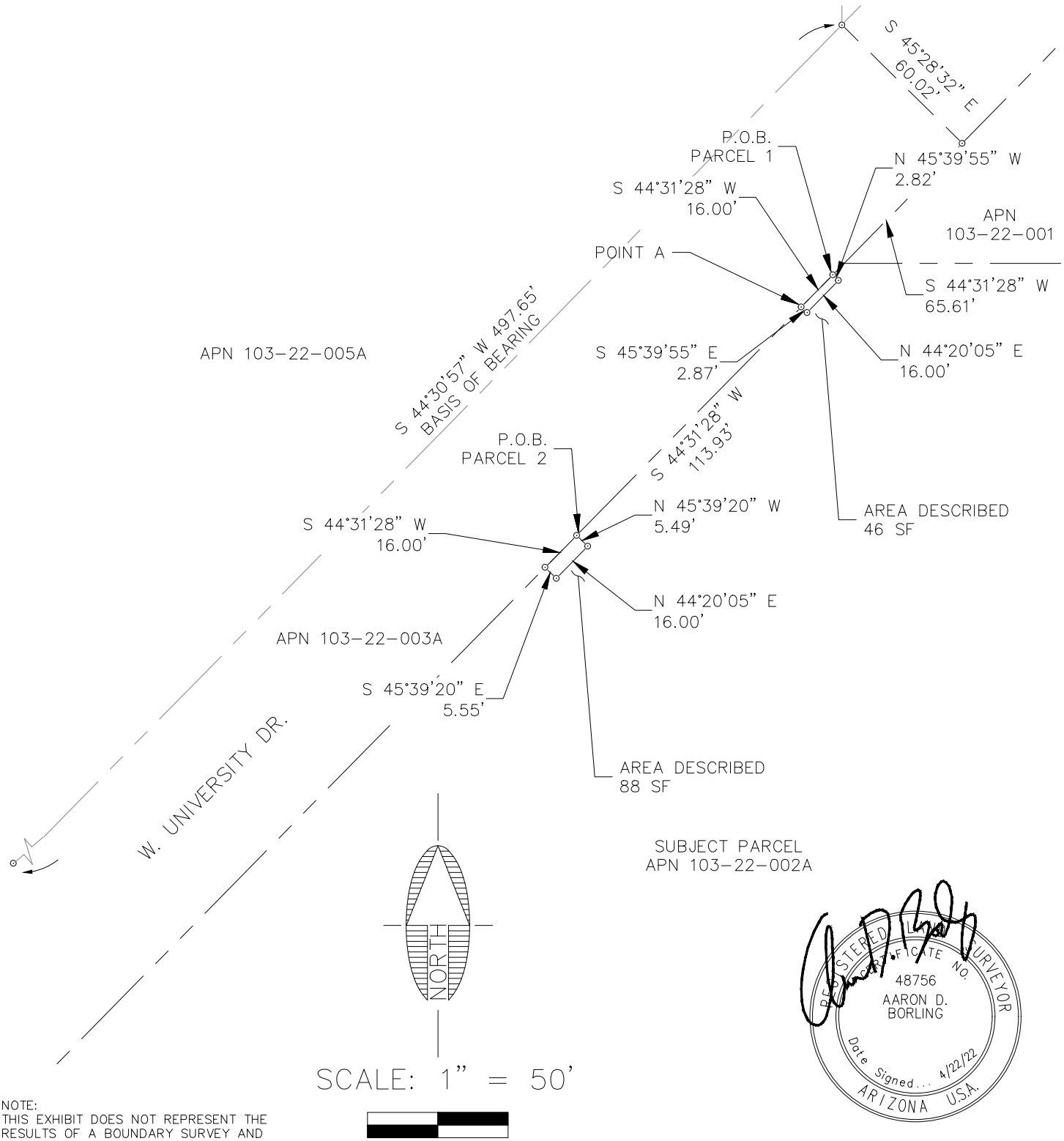
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: Apr 26, 2022-12:53pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50'

0 25 50

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 4/22/22
ARIZONA U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-54 103-22-002A Drainage EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Instrument Number 3773164 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said parcel, said point being in common with the northerly Right-of-Way line of West University Avenue, from which the northeast corner of said parcel bears North 01°29'47" West, 416.11 feet (Basis of Bearing, North 01°32'03" West, 415.82 feet per R1) and the **TRUE POINT OF BEGINNING;**

Thence along said Right-of-Way line, and along the southerly line of said parcel, South 87°36'18" West, 21.97 feet;

Thence leaving said Right-of-Way line and said southerly line, North 02°23'42" West, 6.27 feet;

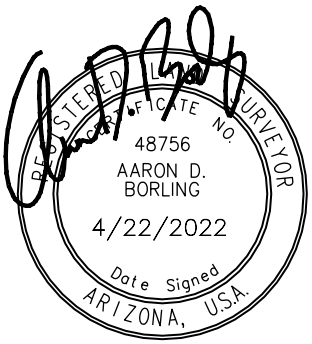
Thence North 87°36'18" East, 22.07 feet to a point on the easterly line of said parcel;

Thence along said easterly line, South 01°29'47" East, 6.27 feet to the **TRUE POINT OF BEGINNING;**

Containing 138 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

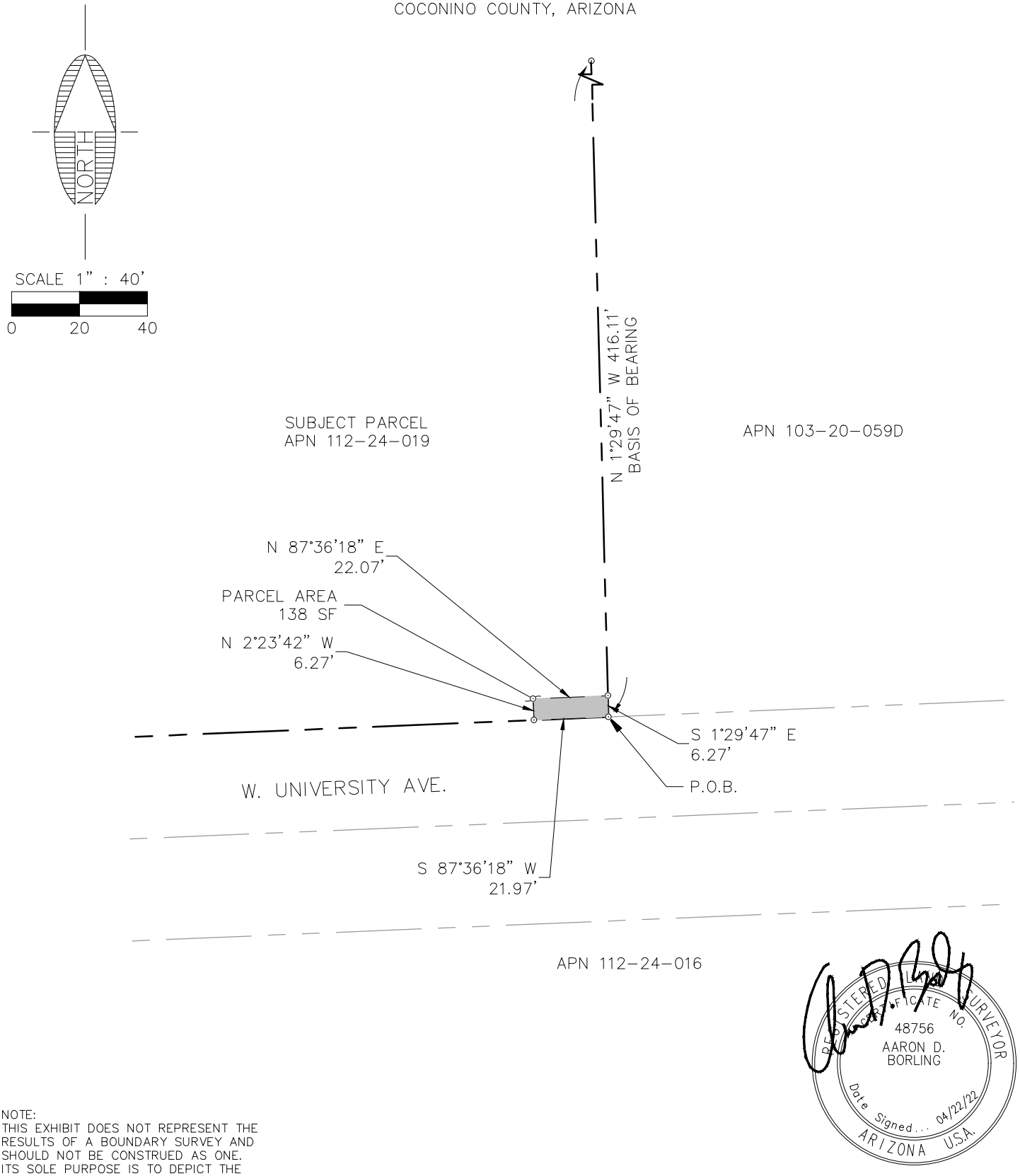


PLOTTED: Apr 26, 2022–1:03pm

FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-55 112-24-019 HAVEN FLAGSTAFF_SW.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 04/22/22
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=40'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 1278, Page 400, and in Instrument Number 3940309, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Parcel 1:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, from which a found concrete nail and tag in sidewalk on said Right-of-Way line bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, South 01°50'44" West, 59.93 feet, to a point on the southerly Right-of-Way line of West University Avenue, and the northerly line of said parcel;

Thence along said Right-of-Way line and said northerly line, North 89 °30'38" East, 211.37 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said northerly line, North 89°30'38" East, 14.86 feet to a point hereafter referred to as 'Point A';

Thence leaving said Right-of-Way line and said northerly line, South 01°21'41" East, 12.85 feet;

Thence South 89°30'38" West, 15.05 feet;

Thence North 00°29'22" West, 12.84 feet to the **TRUE POINT OF BEGINNING.**

Containing 192 square feet, more or less.

Parcel 2:

Commencing at the aforementioned 'Point A';

Thence along said Right-of-Way line and said northerly line, North 89°30'38" East, 185.14 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said northerly line, North 89°30'38" East, 14.86 feet;

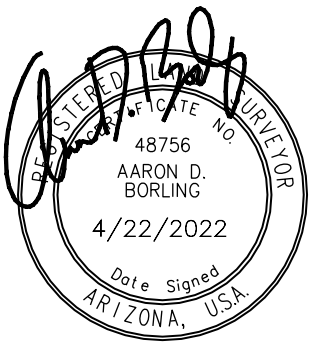
Thence leaving said Right-of-Way line and said northerly line, South 01°21'41" East, 12.76 feet;

Thence South 89°30'38" West, 15.05 feet;

Thence North 00°29'22" West, 12.76 feet to the **TRUE POINT OF BEGINNING.**

Containing 190 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

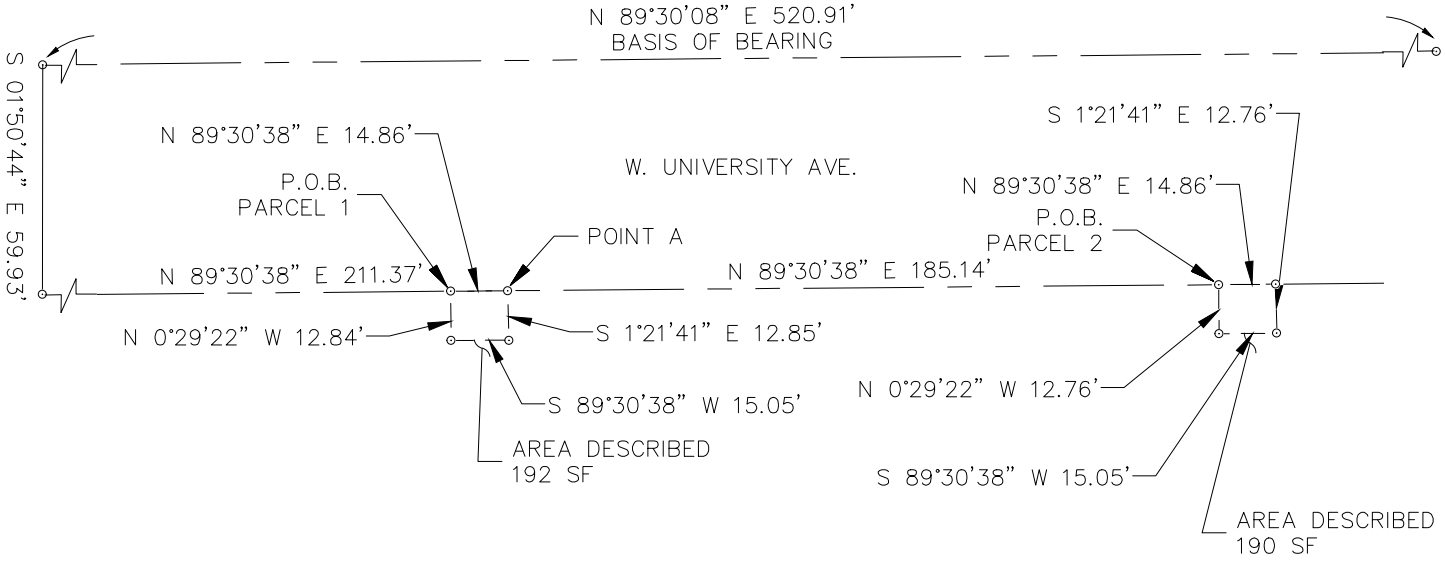


This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

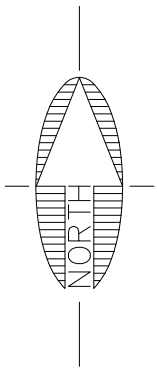
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

APN 103-22-005A

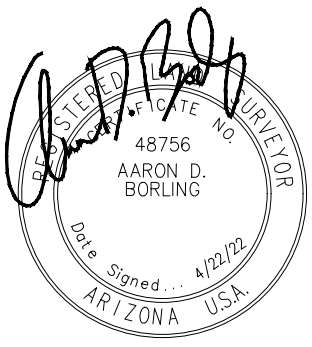


SUBJECT PARCEL
APN 103-22-004D
DK 1278, PG 400
INST. #3940309



SCALE: 1" = 50'

0 25 50



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-1:11pm
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-56 103-22-004D PUE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of Lot 1 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Lot 1, said point being in common with the easterly Right-of-Way line of South Beulah Boulevard as shown on R1, from which the northeast corner of said Lot 1 bears North 89°26'37" East, 370.92 feet (Basis of Bearing, North 89°18'19" East, 369.48 feet per R1);

Thence along said Right-of-Way line and the westerly line of said Lot 1, South 1°51'52" East, 106.47 feet to the beginning of a tangent curve concave to the west having a radius of 528.00 feet;

Thence continuing along said Right-of-Way line and said westerly line, and southerly along said curve, 127.29 feet through a central angle of 13°48'47";

Thence continuing along said Right-of-Way line and said westerly line, South 11°55'06" West, 76.77 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said westerly line, South 11°55'06" West, 19.02 feet;

Thence leaving said Right-of-Way line and said westerly line, South 45°20'54" East, 28.65 feet;

Thence North 44°39'06" East, 16.00 feet;

Thence North 45°20'54" West, 38.94 feet to the **TRUE POINT OF BEGINNING.**

Containing 541 square feet, or 0.01, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

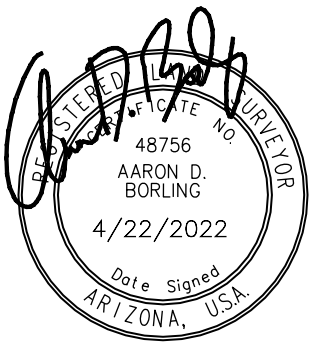
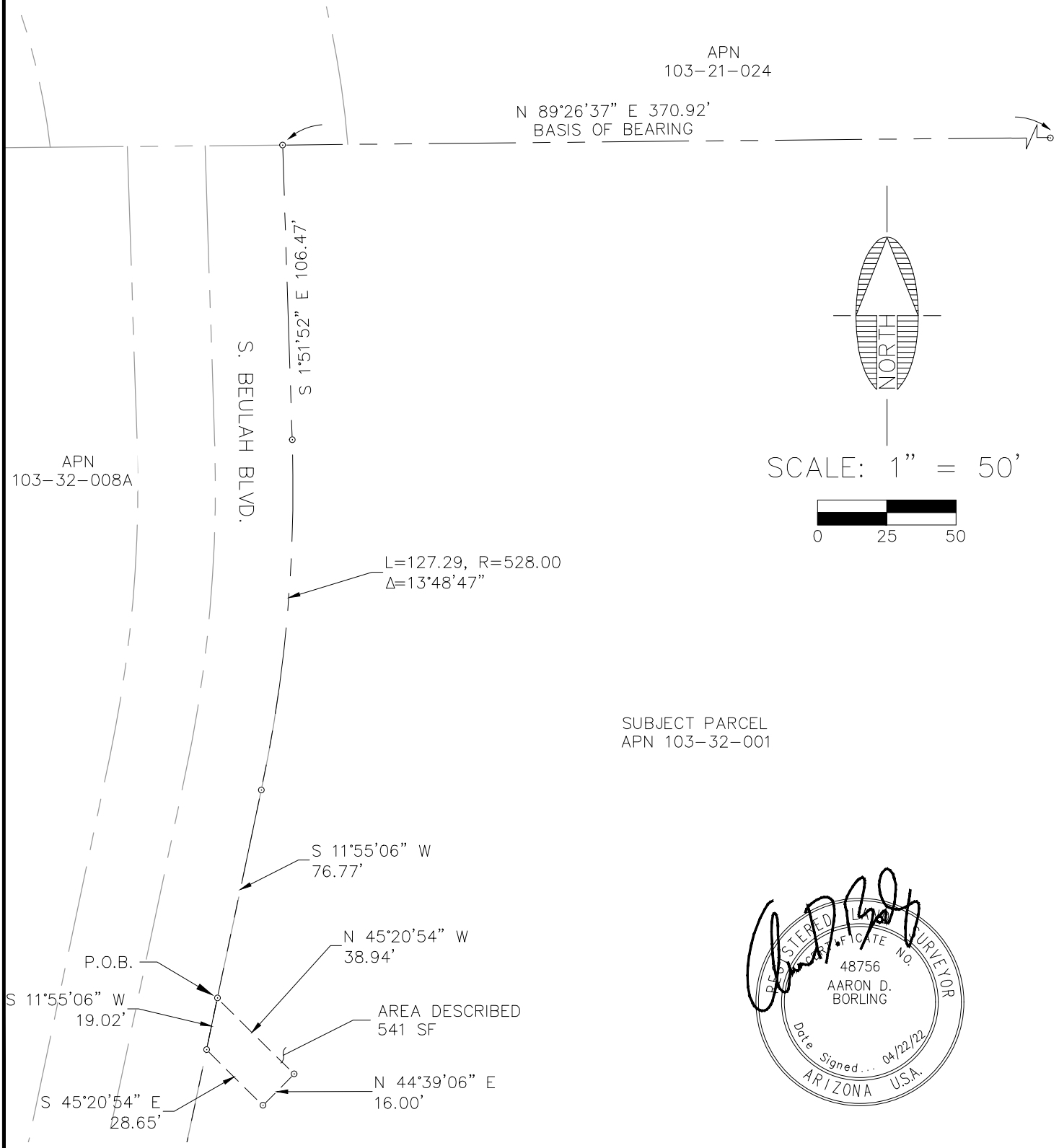


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 04/22/22
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-1:25pm
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-57 103-32-001_Drainage EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 250, Page 139, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Surveys, Page 10, Official records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line and the southeasterly line of said parcel, North 44°30'56" East, 121.54 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said southeasterly line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line and said southeasterly line, North 46°19'33" West, 56.20 feet;

Thence South 44°31'28" West, 15.29 feet;

Thence South 45°28'32" East, 56.19 feet to the **TRUE POINT OF BEGINNING;**

Containing 882 square feet, or 0.02 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

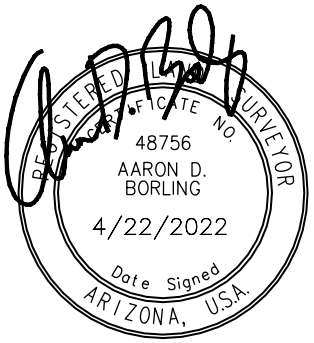
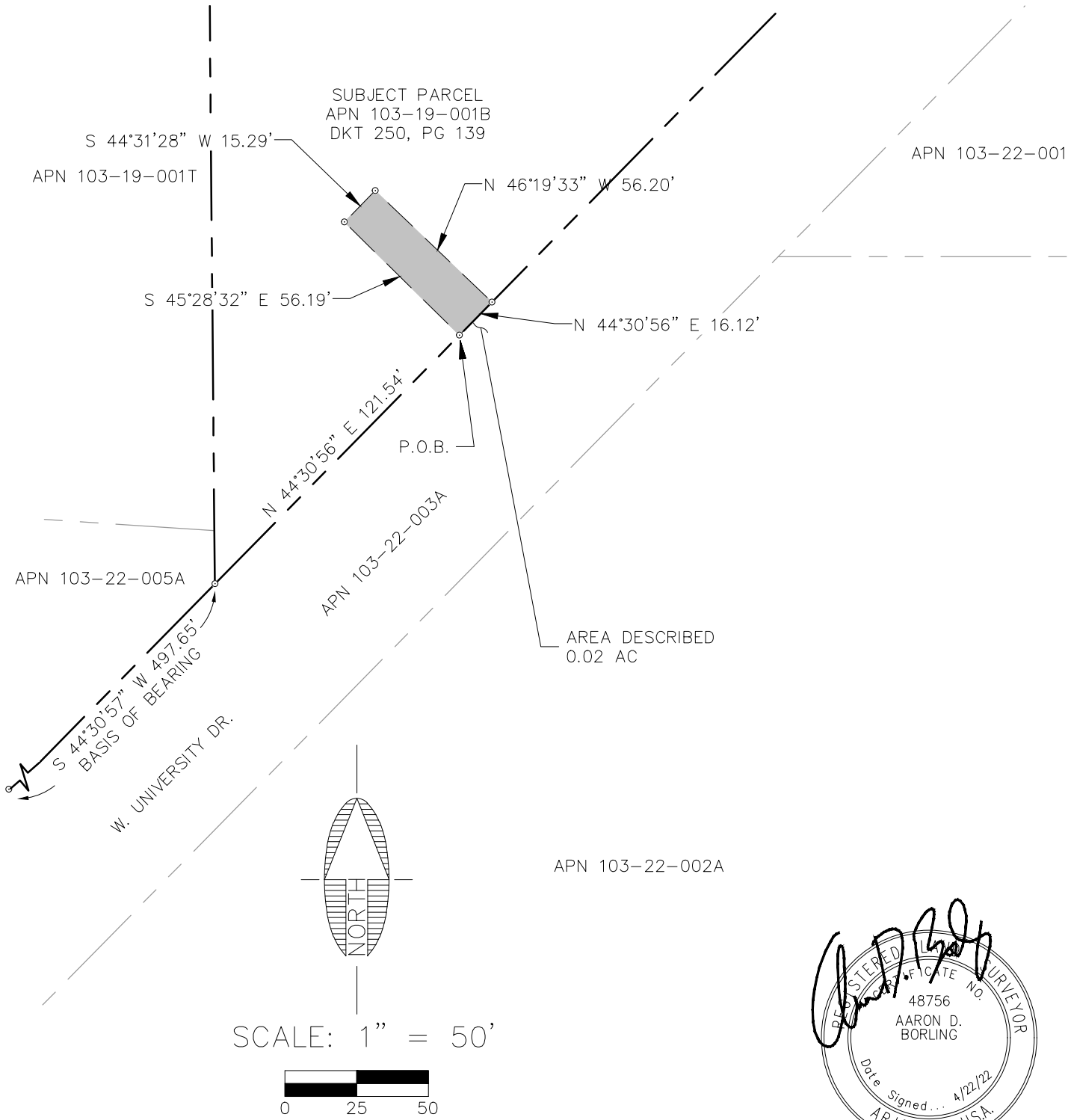


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 4/22/22
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-10:33am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\103-19-001B Drainage EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of West University Avenue as shown in Instrument Number 3861259, Official Records of Coconino County (herein referred to as R1), lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the northerly Right-of-Way line of said West University Avenue as shown on R1, from which a point on said Right-of-Way line bears North 87°36'18" East, 489.52 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 87°36'18" East, 194.82 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 87°36'18" East, 13.41 feet;

Thence leaving said Right-of-Way line, South 18°30'39" West, 27.66 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and a central angle of 00°25'28" and being subtended by a chord bearing North 69°05'42" West, 3.91 feet;

Thence northwesterly along said curve, 3.91 feet;

Thence North 02°16'10" West, 24.29 feet to the **TRUE POINT OF BEGINNING;**

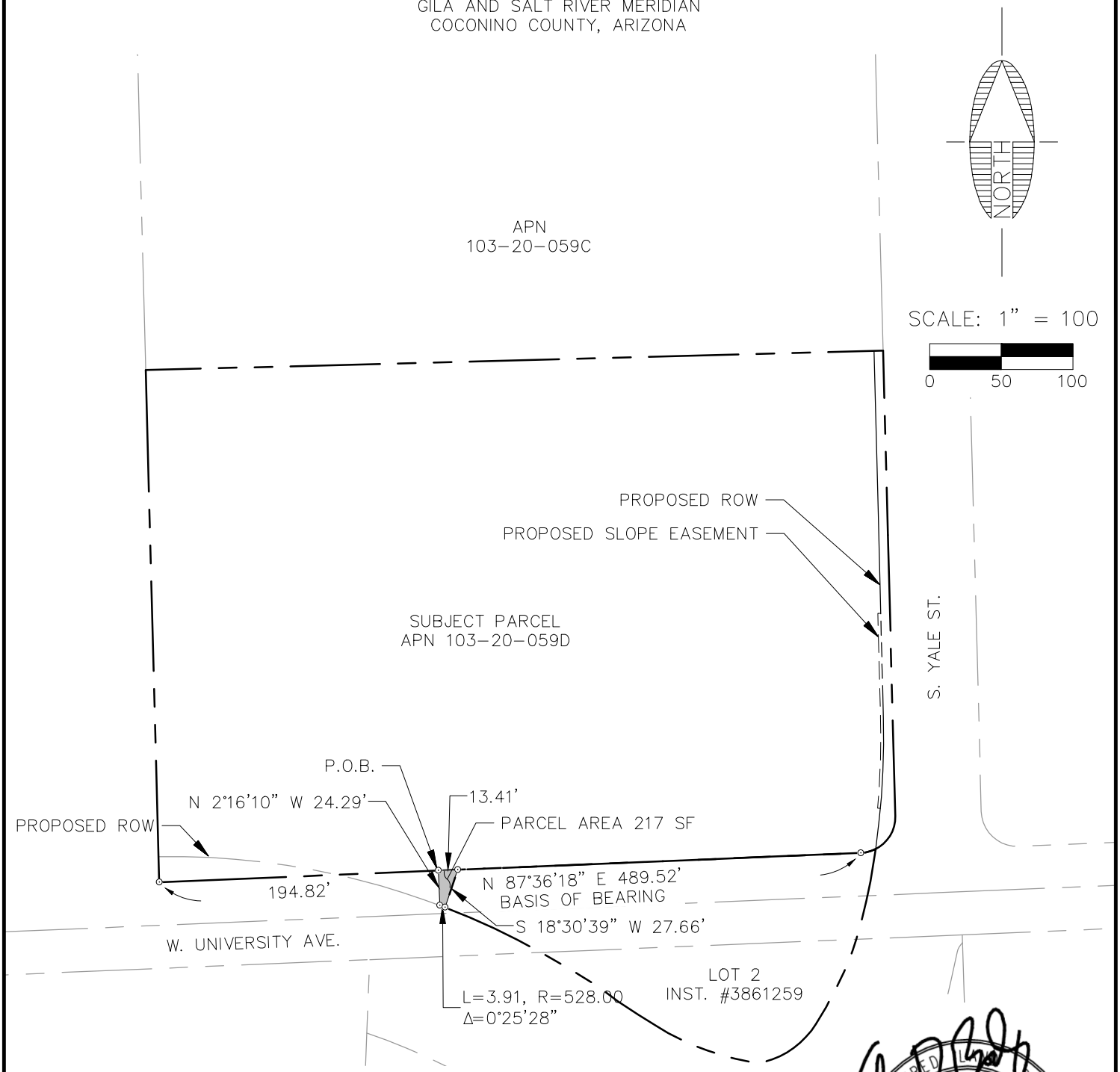
Containing 217 square feet, or 0.005 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
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SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=100'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:19pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-60 103-20-059D UNIVERSITY SQUARE APARTMENTS_PUE.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of Lot 1 as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said Lot 1, from which the southeast corner of said Lot 1 bears North 89°26'37" East, 363.36 feet (Basis of Bearing, R1) and the beginning of a non-tangent curve concave to the southwest having a radius of 352.00 feet and a central angle of 30°45'55" and being subtended by a chord which bears North 20°08'04" West 186.74 feet;

Thence along the westerly line of said Lot 1, and northerly along said curve, 189.01 feet;

Thence continuing along said westerly line, North 35°31'00" West, 68.20 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said westerly line, North 35°31'00" West, 6.00 feet;

Thence leaving said westerly line, North 55°27'42" East, 3.00 feet;

Thence South 35°31'00" East, 6.00 feet;

Thence South 55°27'42" West, 3.00 feet to the **TRUE POINT OF BEGINNING**;

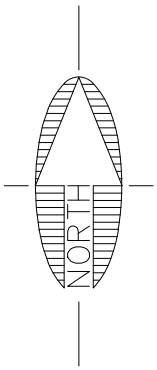
Containing 18 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 60'

0 30 60

N 55°27'42" E 3.00'

S 35°31'00" E 6.00'

N 35°31'00" W 6.00'

S 55°27'42" W 3.00'

P.O.B.
PARCEL AREA 18 SF

N 35°31'00" W 68.20'

SUBJECT PARCEL
APN: 103-21-024

LOT 1
INST. #3861259

MILTON RD.

Δ=30°45'55"
L=189.01, R=352.00

S 89°26'32" W 363.36'
BASIS OF BEARING

S. BEULAH BLVD.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=60'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:19pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-63 103-21-024_VP CINEMA LLC_PUE.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as described in Instrument Number 3944717, Official Records of Coconino County, within Lot 8 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:
Commencing at the northeast corner of said Lot 8, said point being in common with the westerly Right-of-Way line of South Beulah Boulevard as shown on R1, from which a the northwest corner of Lot 8 bears South 89°26'37" West, 425.75 feet (Basis of Bearing, South 89°18'19" West, 425.61 feet per R1) and the beginning of a non-tangent curve concave to the northwest having a radius of 472.00 feet and a central angle of 01°57'48" and being subtended by a chord bearing South 10°58'07" West;

Thence along said Right-of-Way line, and southerly along said curve, 16.17 feet;

Thence continuing along said Right-of-Way line, South 11°55'06" West 25.97 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, South 11°55'06" West 18.00 feet to a point hereinafter referred to as 'Point A';

Thence leaving said Right-of-Way line, North 78°04'54" West 8.00 feet;

Thence North 11°55'06" East 18.00 feet;

Thence South 78°04'54" East 8.00 feet to the **TRUE POINT OF BEGINNING;**

Containing 144 square feet, or 0.003 Acres, more or less.

PARCEL 2:
Commencing from the aforementioned 'Point A';

Thence along said Right-of-Way line, South 11°55'06" West 164.00 feet to the beginning of a tangent curve concave to the southeast having a radius of 528.00 feet and a central angle of 05°06'37";

Thence continuing along said Right-of-Way line, and southerly along said curve, 47.09 feet to the beginning of a tangent curve concave to the southeast having a radius of 528.00 feet and a central angle of 01°55'27" and the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, and southerly along said curve, 17.73 feet;

Thence leaving said Right-of-Way line, North 84°56'58" West 8.00 feet;

Thence North 05°55'44" East 18.00 feet;

Thence South 83°01'31" East 8.03 feet to the **TRUE POINT OF BEGINNING;**

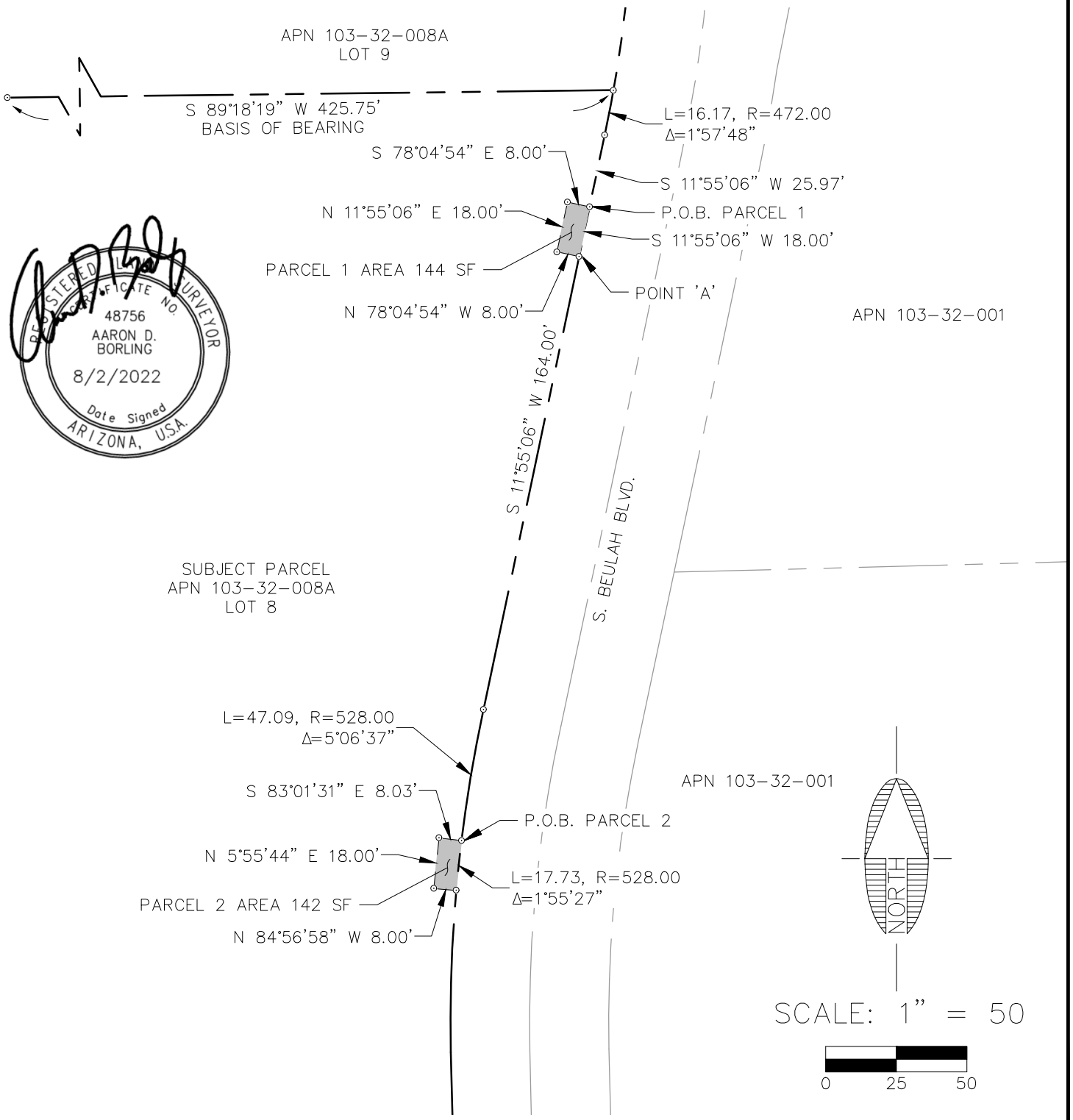
Containing 142 square feet, or 0.003 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:19pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-64 & BU-65 103-32-008A_LQ_ROW EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 4 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said parcel, from which the northeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING;**

Thence along the north line of said parcel, North 88°30'13" East, 12.50 feet;

Thence leaving said north line, South 01°29'47" West, 4.00 feet

Thence South 88°30'13" West, 12.50 feet to a point on the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along said west line, and said Right-of-Way line, North 01°29'47" West, 4.00 feet to the **POINT OF BEGINNING;**

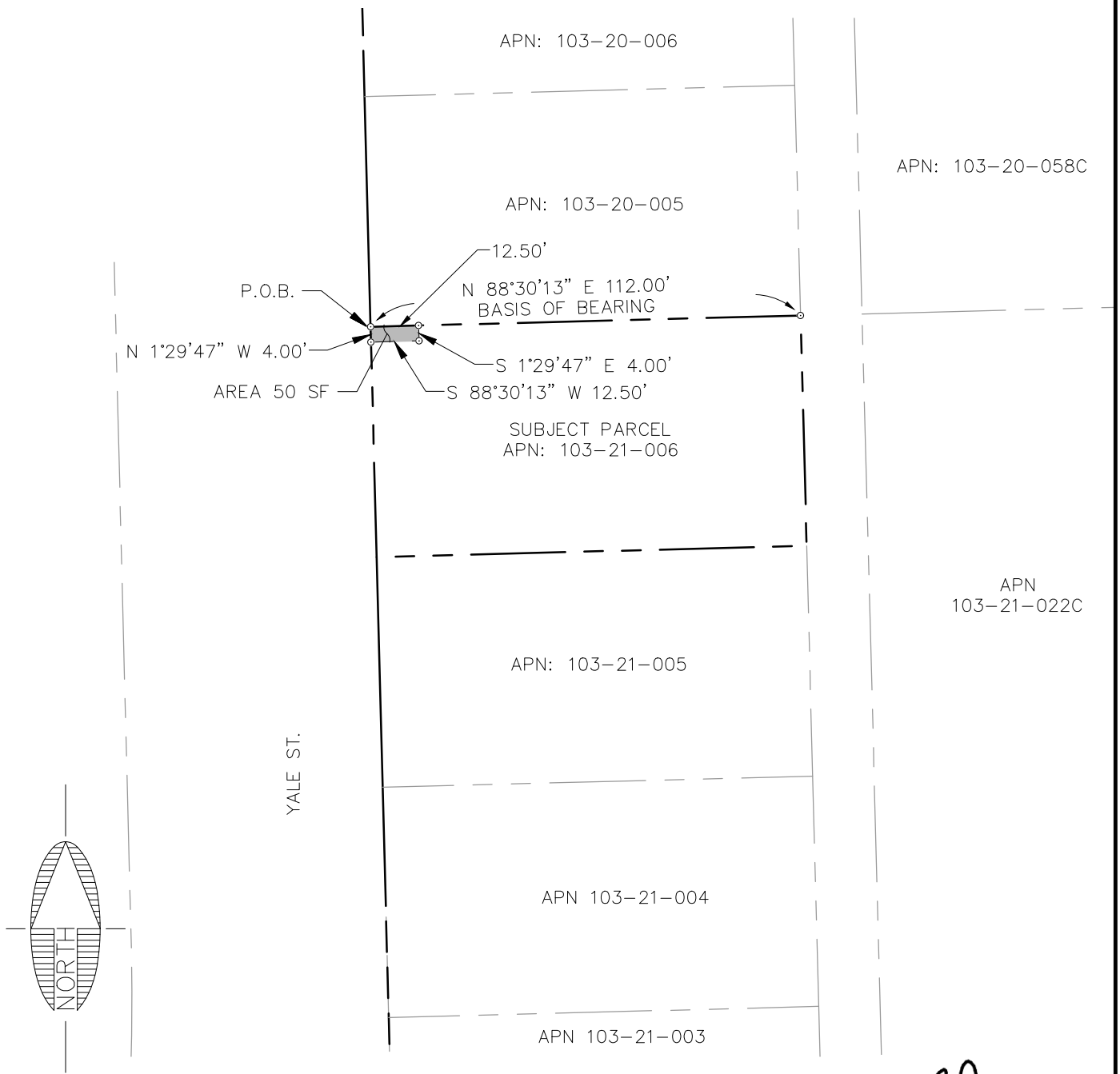
Containing 50 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-67 103-21-006_ELDEN PROPERTIES LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:34pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 5 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1) and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 12.50 feet;

Thence leaving said south line, North 01°29'47" West, 4.00 feet;

Thence South 88°30'13" West, 12.50 feet to a point on said west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1, hereinafter referred to as 'Point A';

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 4.00 feet to the **POINT OF BEGINNING;**

Containing 50 square feet, or 0.001 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said west line and said Right-of-Way line, North 01°29'47" West, 50.00 feet to the **POINT OF BEGINNING;**

Thence leaving said west line, and said Right-of-Way line, North 88°30'13" East, 7.00 feet;

Thence North 01°29'47" West, 4.00 feet to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 7.00 feet to a point on said Right-of-Way line, and the northwest corner of said parcel;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 4.00 feet to the **POINT OF BEGINNING;**

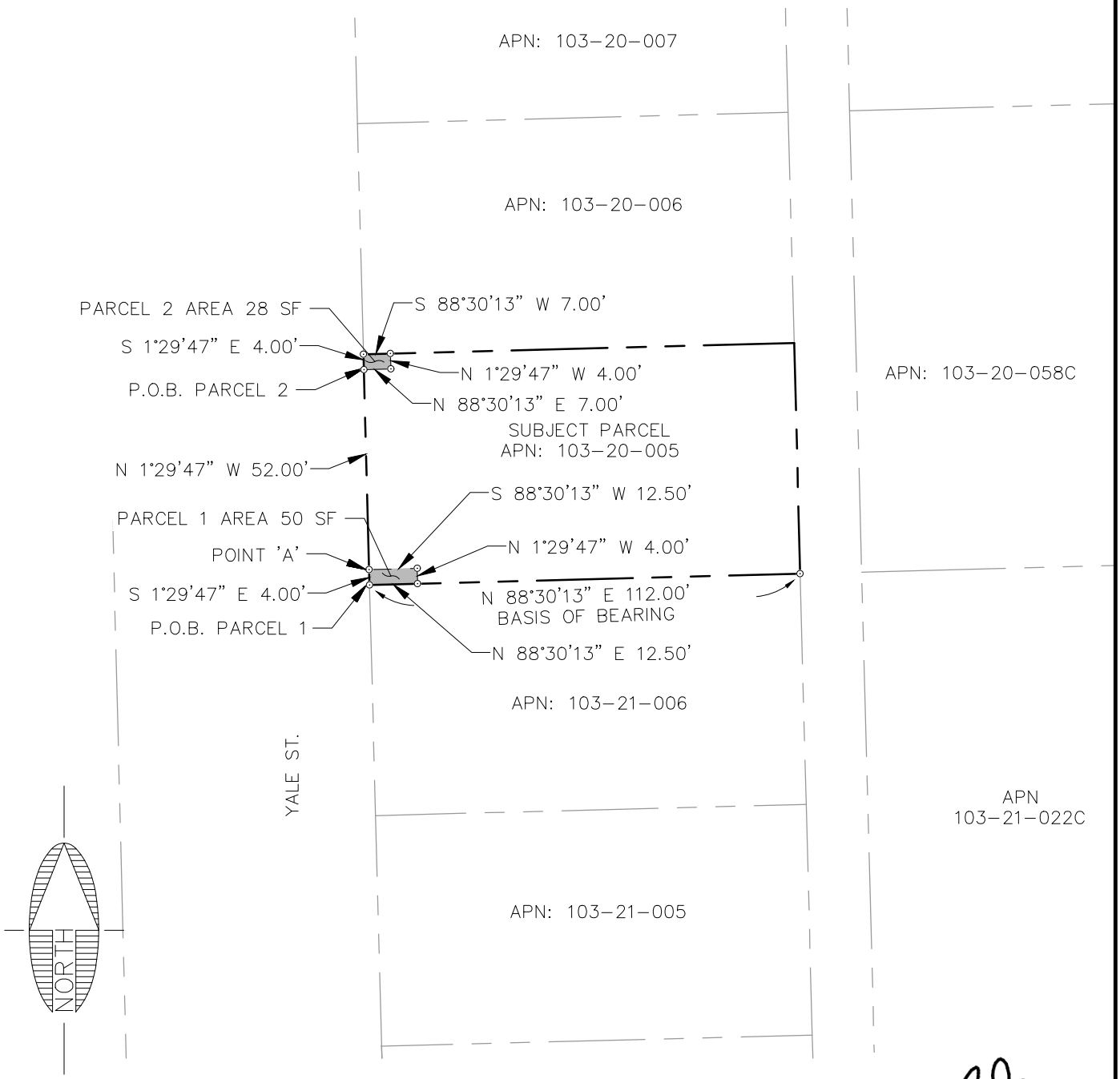
Containing 28 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-68 103-20-005_ELDEN PROPERTIES LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:31pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 6 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 7.00 feet;

Thence leaving said south line, North 01°29'47" West, 4.00 feet;

Thence South 88°30'13" West, 5.00 feet;

Thence North 01°29'47" West, 52.00 feet;

Thence North 88°30'13" East, 1.00 feet;

Thence North 01°29'47" West, 4.00 feet, to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 3.00 feet to a point on the west line parcel line, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 60.00 feet to the **POINT OF BEGINNING;**

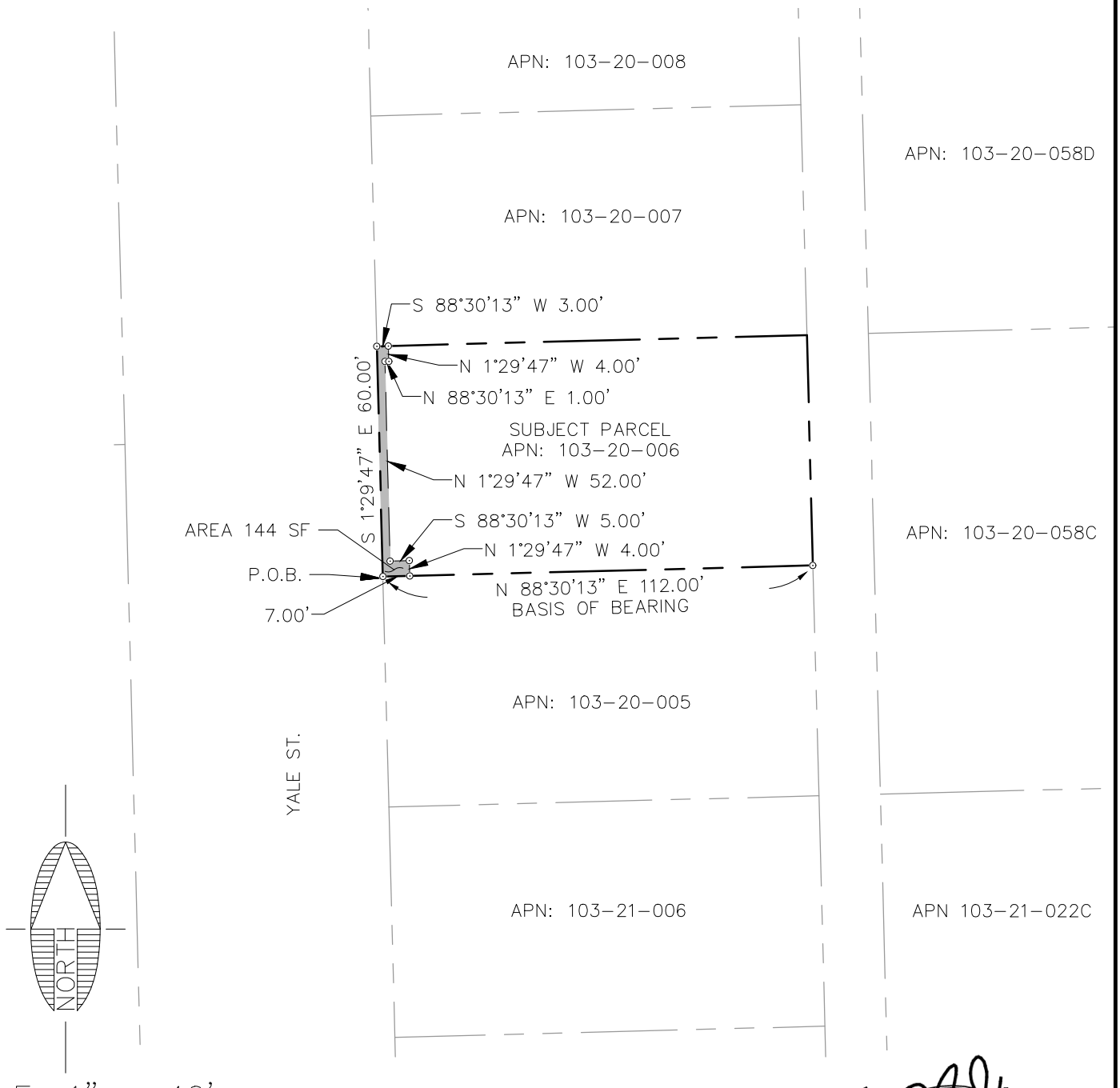
Containing 144 square feet, or 0.003 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-69 103-20-006_ELDEN PROPERTIES LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:29pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 7 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 3.00 feet;

Thence leaving said south line, North 01°29'47" West, 4.00 feet;

Thence South 88°30'13" West, 1.00 feet;

Thence North 01°29'47" West, 46.30 feet;

Thence North 88°30'13" East, 4.00 feet;

Thence North 01°29'47" West, 8.00 feet,

Thence South 88°30'13" West, 4.00 feet;

Thence North 01°29'47" West, 1.70 feet to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 2.00 feet to the northwest corner of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along the west line of said parcel, and said Right-of-Way line, South 01°29'47" East, 60.00 feet to the **POINT OF BEGINNING;**

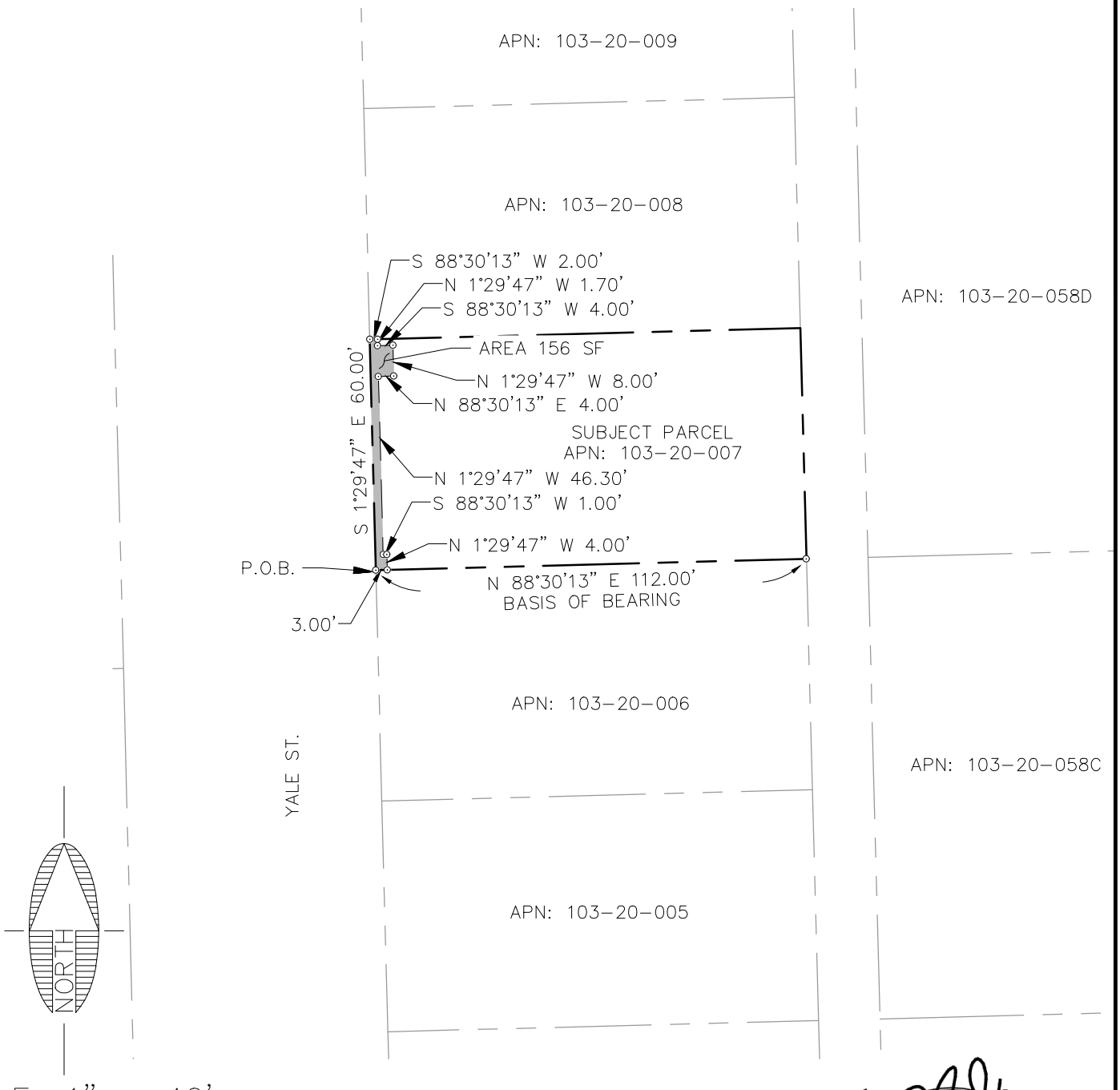
Containing 156 square feet, or 0.004 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-70 103-20-007_ELDEN PROPERTIES LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:28pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 8 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING**;

Thence along said south line of said parcel, North 88°30'13" East, 2.00 feet;

Thence leaving said south line, North 01°29'47" West, 28.72 feet;

Thence North 88°30'13" East, 8.00 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence North 88°30'13" West, 8.00 feet;

Thence North 01°29'47" West, 23.28 feet to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 2.00 feet to the northwest corner of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along the west line of said parcel, and said Right-of-Way line, South 01°29'47" East, 60.00 feet to the **POINT OF BEGINNING**;

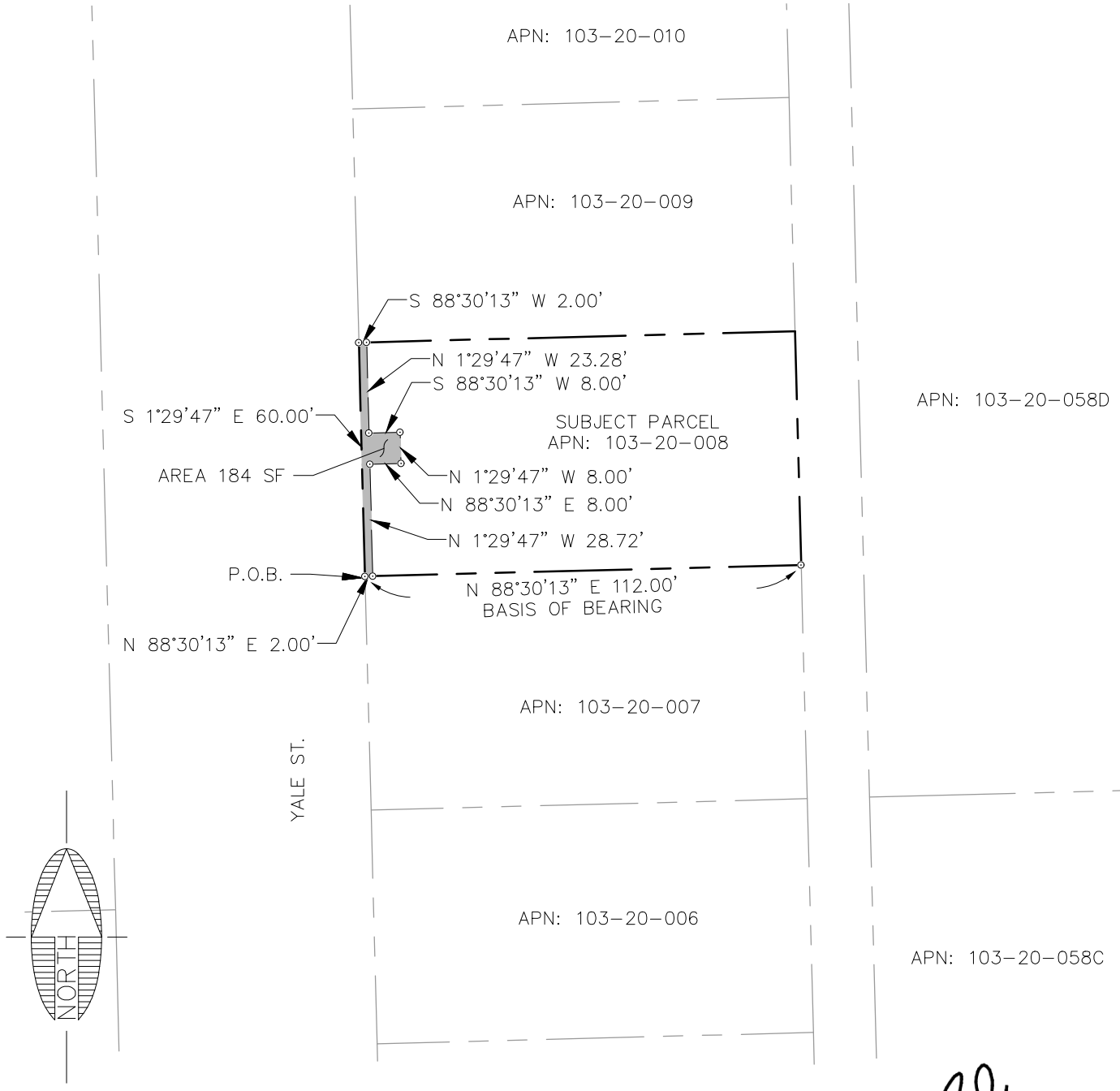
Containing 184 square feet, or 0.004 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-71 103-20-008_BLEEKER INVESTMENTS LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:27pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 9 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 3.00 feet;

Thence leaving said south line, North 01°29'47" West, 60.00 feet to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 3.00 feet to the northwest corner of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along the west line of said parcel, and said Right-of-Way line, South 01°29'47" East, 60.00 feet to the **POINT OF BEGINNING;**

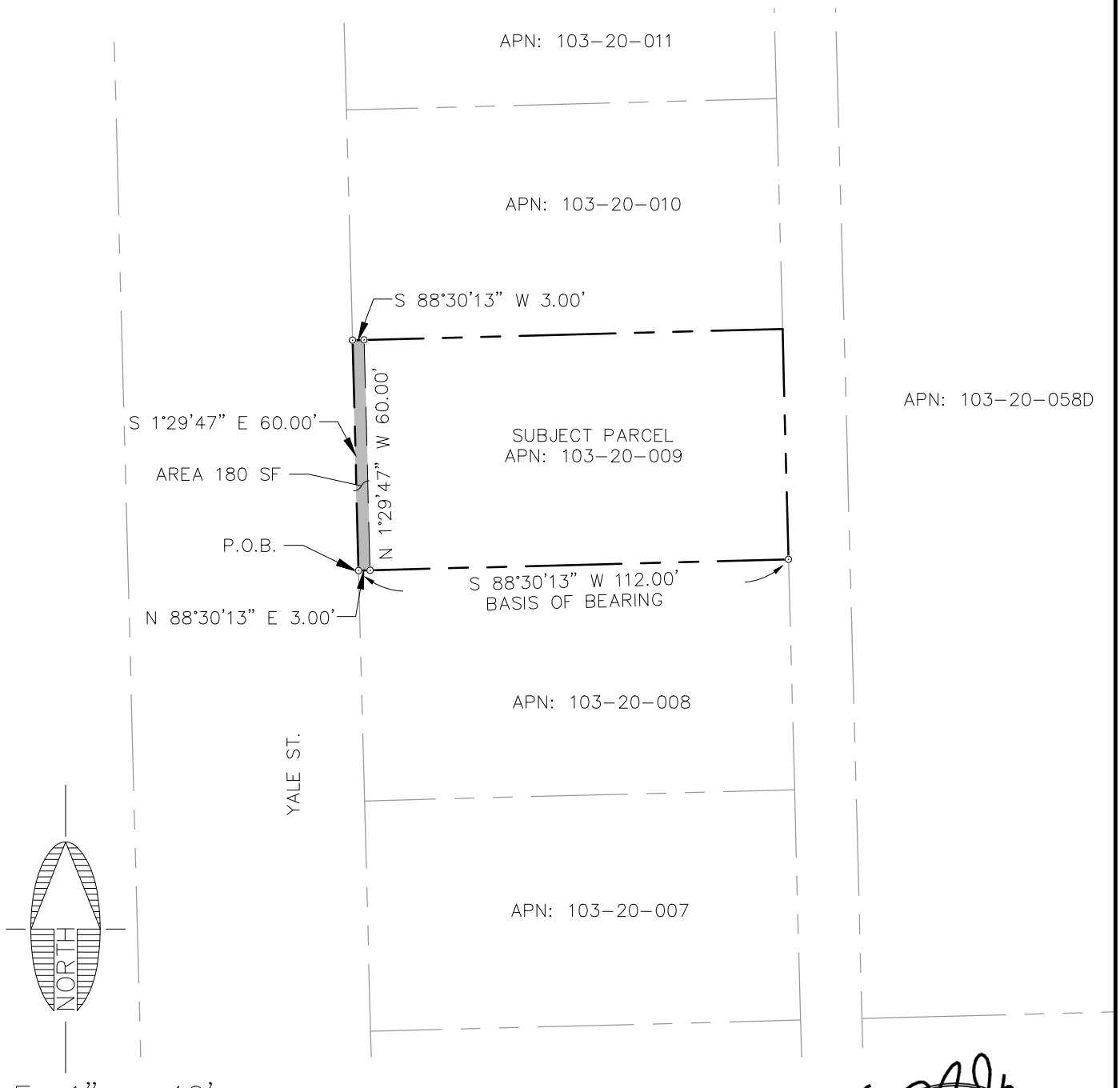
Containing 180 square feet, or 0.004 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-72 103-20-009_ADRIAN & LAURA PARRA-ATAYDE_TCE EXHIBIT.dwg SWI-C3D-2021 PLOTTED: Aug 02, 2022-4:26pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 10 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 3.00 feet;

Thence leaving said south line, North 01°29'47" West, 12.15 feet;

Thence North 88°26'26" East, 10.00 feet;

Thence North 01°33'34" West, 8.00 feet;

Thence South 88°26'26" West, 11.00 feet;

Thence North 01°29'47" West, 19.33 feet,

Thence North 88°30'13" East, 4.00 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence South 88°30'13" West, 6.00 feet to a point on the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 47.49 feet to the **POINT OF BEGINNING;**

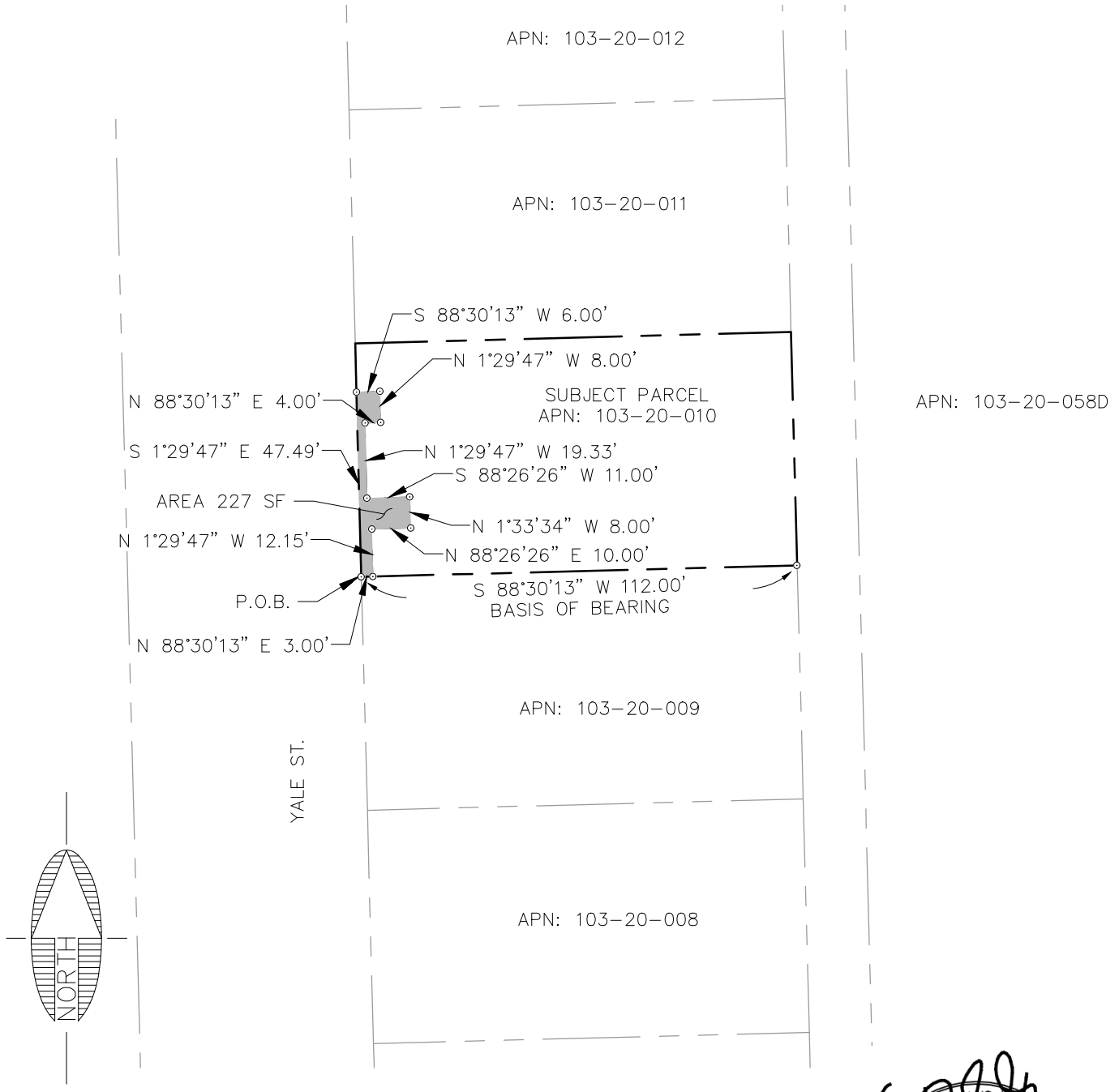
Containing 227 square feet, or 0.005 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

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NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
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BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

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LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 11 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1);

Thence along the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1, North 01°29'47" West, 27.00 feet to the **POINT OF BEGINNING;**

Thence leaving said west line, and said Right-of-Way line, North 88°30'13" East, 4.00 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence South 88°30'13" West, 4.00 feet to a point on said west line, and said Right-of-Way line;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 8.00 feet to the **POINT OF BEGINNING;**

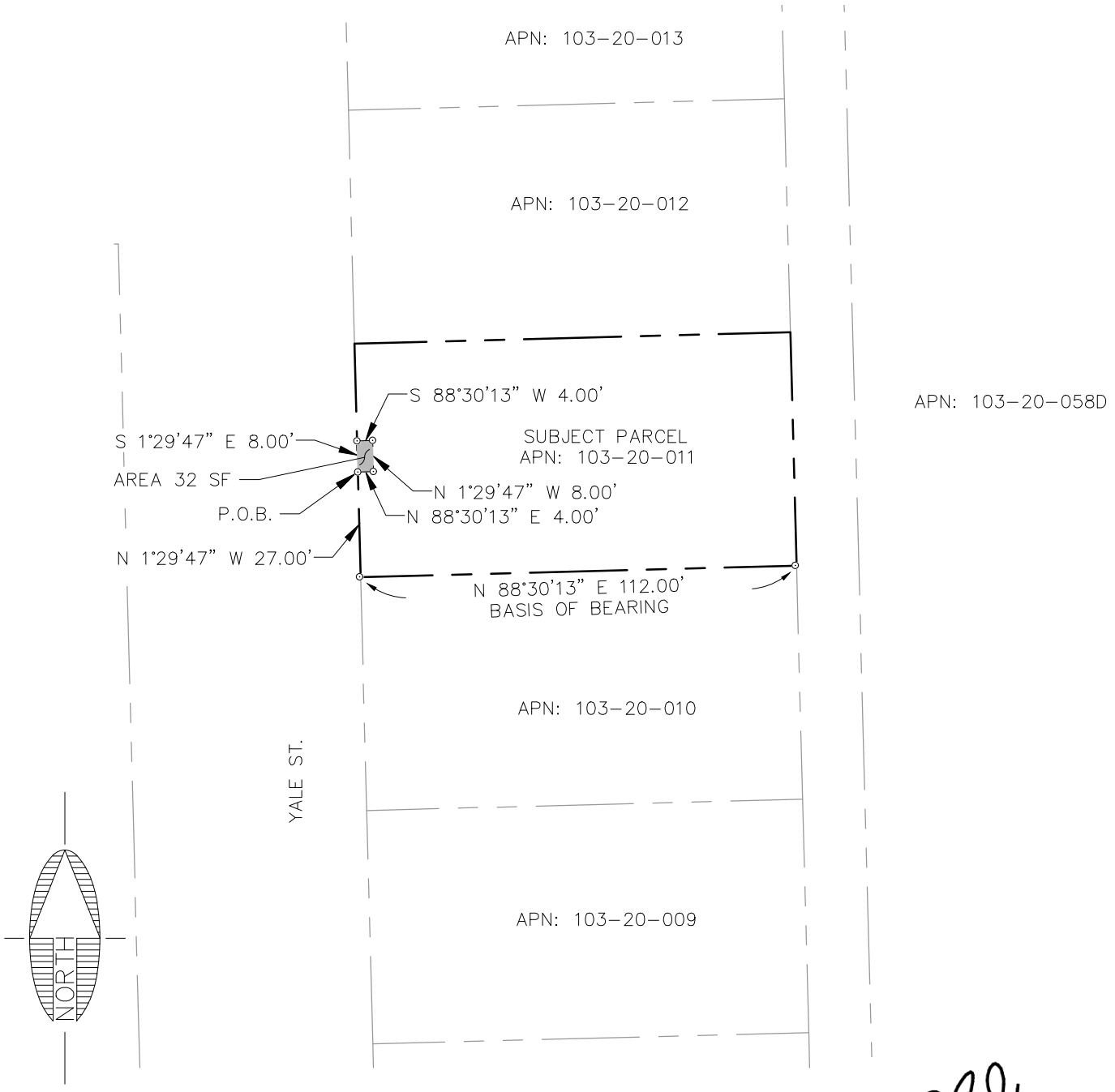
Containing 32 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

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NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-74 103-20-011_ADRIAN & LAURA PARRA-ATAYDE_TCE EXHIBIT.dwg SWI-C3D-2021 PLOTTED: Aug 02, 2022-4:24pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 12 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1);

Thence along the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1, North 01°29'47" West, 26.07 feet to the **POINT OF BEGINNING;**

Thence leaving said west line, and said Right-of-Way line, North 88°30'13" East, 2.00 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence South 88°30'13" West, 2.00 feet to a point on said west line, and said Right-of-Way line;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 8.00 feet to the **POINT OF BEGINNING;**

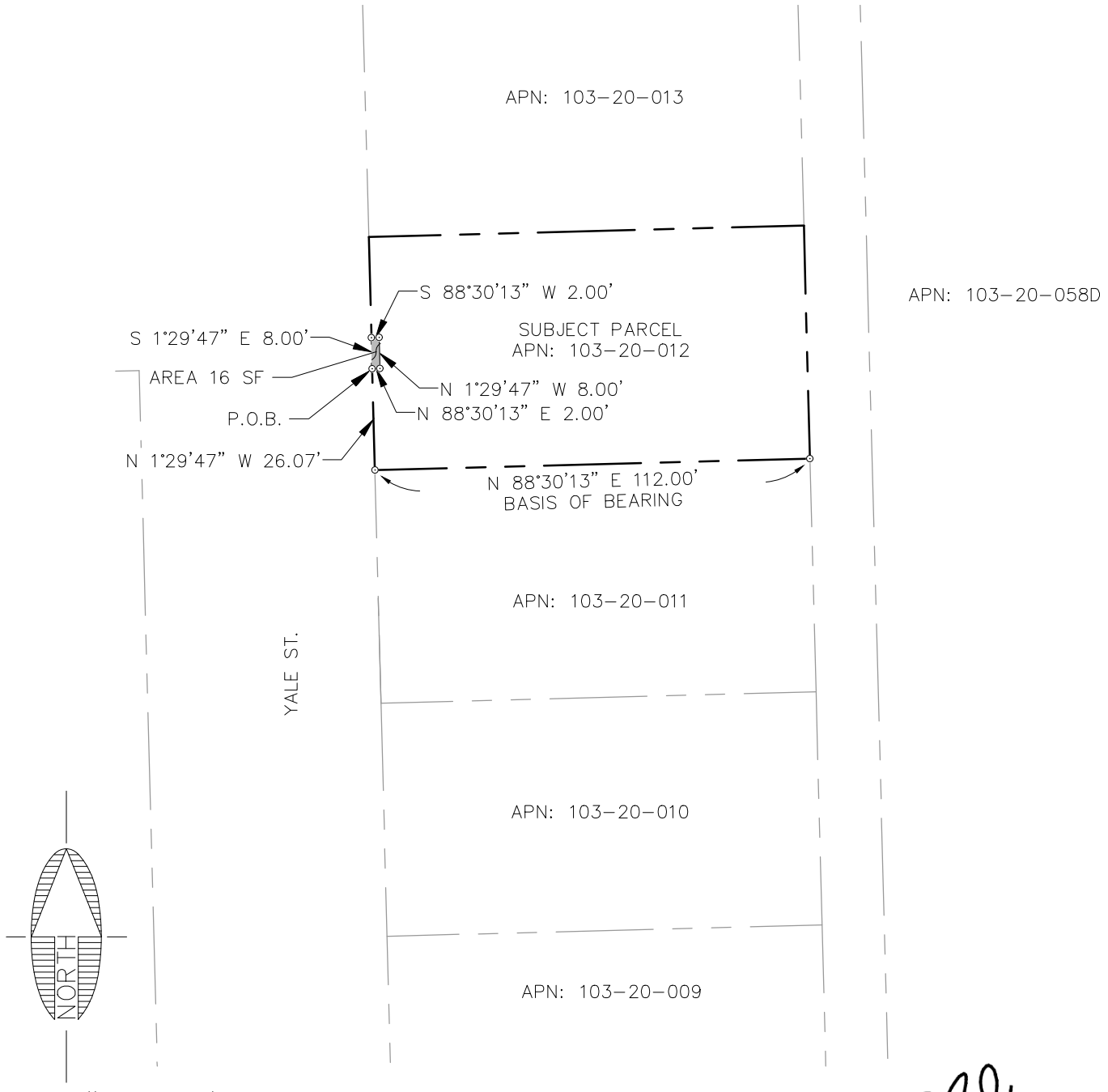
Containing 16 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

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NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

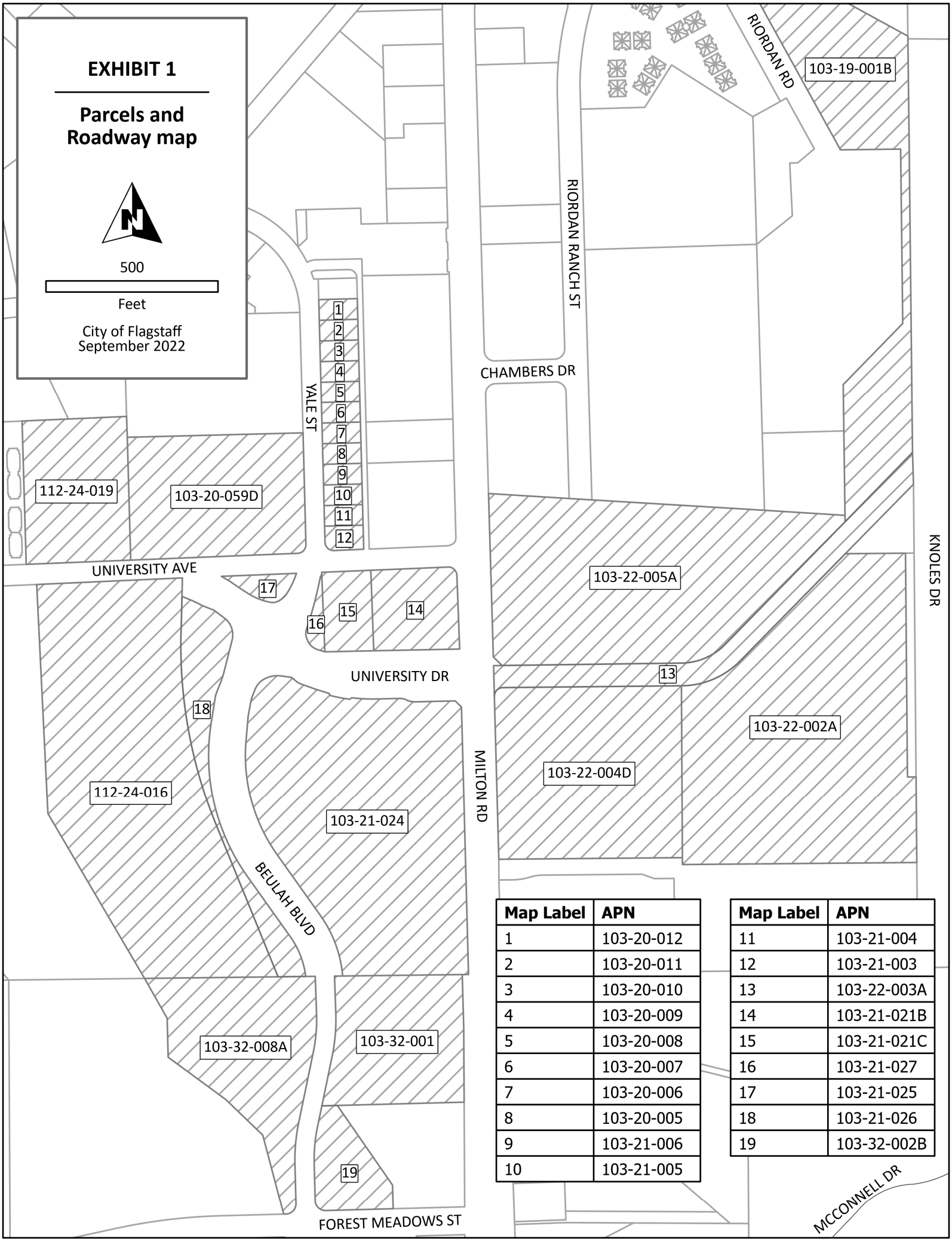
JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-75 103-20-012_RONALD E & CHRISTAL A STUMP_TCE EXHIBIT.dwg SWI-C3D-2021 PLOTTED: Aug 02, 2022-4:14pm



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8	103-20-005
9	103-21-006
10	103-21-005

Map Label	APN
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13	103-22-003A
14	103-21-021B
15	103-21-021C
16	103-21-027
17	103-21-025
18	103-21-026
19	103-32-002B

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-31: An Ordinance of the City Council of the City of Flagstaff, abandoning approximately 5,237 square feet of public right-of-way at the northwest corner of Fountaine Street and Hoskins Avenue; providing for delegation of authority, repeal of conflicting ordinance, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-31 by title only for the final time
2) City Clerk reads Ordinance No. 2022-31 by title only (if approved above)
3) Adopt Ordinance No. 2022-31

Executive Summary:

Northern Arizona University owns 631 S. Fountaine St., which abuts approximately 7,400 square feet of unimproved public right-of-way dedicated for Hoskins Ave. Northern Arizona University is requesting the City of Flagstaff abandon a portion of Hoskins Avenue. City staff analyzed the request based on existing public uses, future public uses, utility impacts, and consistency with existing plans and standards. City staff recommends abandoning approximately 5,237 square feet of Hoskins Avenue public right- of-way south of 631 S. Fountaine Street, reserving the southern 20' of Hoskins Avenue right-of-way to accommodate existing public infrastructure needs and a planned Flagstaff Urban Trail System (FUTS) trail identified in the Regional Plan and the Active Transportation Master Plan.

The Planning and Zoning Commission, on October 26, 2022, determined that abandonment is consistent with the General Plan,Zoning Code, any applicable Specific Plan, and all applicable Utilities and Public Works Division standards, and recommended abandonment. An easement will be reserved for any existing public utilities using the area to be abandoned as public right-of-way.

If that portion of Hoskins Avenue adjacent to NAU property is abandoned (the 5,237 square feet), then at a future public meeting City staff will bring to Council for consideration an ordinance authorizing the exchange of this property for property of substantially equal value owned by NAU. The City is seeking to acquire property currently owned by NAU for upcoming capital improvement projects.

Financial Impact:

None. The City is simply abandoning the right-of-way and will retain ownership for now.

If the City sells or disposes of the abandoned roadway in the future, A.R.S. Section 28-7208 requires the City to receive consideration in an amount deemed commensurate with the value for the abandoned roadway. The City may exchange the abandoned roadway for real property of substantially equal value pursuant to A.R.S. Section 9-407.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

Livable Community - Provide amenities and activities that support a healthy lifestyle.

Regional Plan

Goal T.1. Improve mobility and access throughout the region.
Goal T.2. Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

None.

The Council has previously approved an abandonment of undeveloped right-of-way on the north side of Hoskins Avenue. On May 18, 2021 the City Council adopted Ordinance No. 2021-28, abandoning approximately 1,400 square feet of Hoskins Avenue at the northwest corner of Leroux Street, and authorizing sale of the property for its estimated value as the minimum bid. The adjacent property owner purchased that land.

Options and Alternatives:

1. Approve ordinance abandoning 5,237 square feet of right-of-way;
2. Do not approve ordinance and provide further direction to staff.

Background/History:

In 1943 the Revised Plat of the Washington Addition of the City of Flagstaff, dedicated Hoskins Street to the public for public use in varying widths from 60' to 73.5'. The right of way in question is directly south of Lot 27. Connecting this portion of right of way as a street, west into NAU Campus never occurred due to topography the campus development pattern.

The 2018 Survey of Block A, Revised Washington Addition identifies the width of Hoskins Street South of Lot 27 (631 S. Fountaine Street) as 68.4 feet. This right-of-way has never been developed for public use and the adjacent property owner has been using the right-of-way as a driveway or for parking.

NAU approached the City with a request to abandon a portion of the unbuilt remnant of Hoskins right-of-way adjacent to 631 S. Fountaine Street. The City Planners, Engineers, Water Services and Traffic evaluated that certain remnant right-of-way along the south side of 631 S. Fountaine Street and determined that right-of-way is no longer needed for use as roadway, except that the southern 20’ does need to remain as roadway for existing and future uses.

The City contacted utility companies on October 4 and October 17, 2022 requesting utility clearances for the proposed abandonment. As a condition of abandonment of public right-of -way (ROW), the City will need to allow the existing utility facilities to remain in place or provide for relocation.

APS Response: Approve abandonment without conditions
UniSource Response: No facilities within portion of ROW
CenturyLink Response: Has not completed review. (If there are facilities in ROW, City will reserve an easement for them).
City Utilities Response: Utility needs are preserved with retained portion of ROW

Attachments: Ord. 2022-31
Hoskins Ave legal description
Presentation
City Code abandonment

ORDINANCE NO. 2022-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING APPROXIMATELY 5,237 SQUARE FEET OF PUBLIC RIGHT-OF-WAY AT THE NORTHWEST CORNER OF FOUNTAINE STREET AND HOSKINS AVENUE; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City has authority to abandon public rights-of-way pursuant to A.R.S. § 28-7201 et seq, and pursuant to the City Code, Title 11, General Plans and Subdivisions, Division 11-20-160, Abandonment or Vacation of Public Right-of-Way; and has authority to dispose of real property pursuant to the Flagstaff City Charter, Article VIII, Section 10; and

WHEREAS, pursuant to A.R.S. § 28-7202 public right-of-way may be abandoned or vacated if it is no longer necessary for a public use; and

WHEREAS, all public utility companies, City divisions and agencies have had the opportunity to review a map of the public right-of-way proposed to be abandoned; and

WHEREAS, the City Engineer in consultation with the Water Services (formerly Utility) Director and Public Works Director, and the Planning and Zoning Commission at a public meeting held on October 26, 2022, have determined that the proposed abandonment is consistent with the General Plan, Zoning Code, and any applicable Specific Plan, and all applicable Division standards, as referenced in the staff report on file with the City Clerk.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General.

The City Council hereby finds that approximately 5,237 square feet of public right-of-way, located at the northwest corner of Fountaine Street and Hoskins Avenue, and legally described in Exhibit A attached hereto ("the Property") is no longer necessary for public use, and is hereby abandoned.

The Property shall be conveyed subject to reservation of public utility easement(s) for any existing utilities located on, over, or under the Property, and subject to any existing encumbrances of record.

SECTION 2: Delegation of Authority.

The Mayor and City Manager are hereby authorized to sign all documents relevant to the exchange of said Property. The City Real Estate Manager is directed to take all necessary steps to effectuate this ordinance. The City Clerk is directed to record a copy of this ordinance.

SECTION 3: Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: Effective Date.

Pursuant to A.R.S. § 28-7213 this ordinance shall become effective when recorded in the office of the Coconino County Recorder, which shall be at least 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 December, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Legal description and map

EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of the Hoskins Avenue public Right-of-Way according to the Revised Plat of the Washington Addition, Book 2 of Maps, Page 2, Official Records of Coconino County, located in the northwest quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South Fountain Street, from which a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South O'Leary Street bears North 89°35'02" East, 268.59 feet (Basis of Bearing, North 89°11'20 East, 268.70 feet per Instrument Number 3859846);

Thence South 59°00'46" West, 29.15 feet to the **TRUE POINT OF BEGINNING;**

Thence South 89°51'09" West, 107.00 feet to a point on the west line of said Section 22;

Thence along said west line, North 0°03'18" West, 48.40 feet to the southwest corner of Lot 27, Block A of said Washington Addition;

Thence leaving said west line, and along the south line of said Lot 27, South 89°16'24" East, 107.01 feet to the southeast corner of said Lot 27;

Thence leaving said south line, South 0°03'18" East, 49.48 feet to the **TRUE POINT OF BEGINNING.**

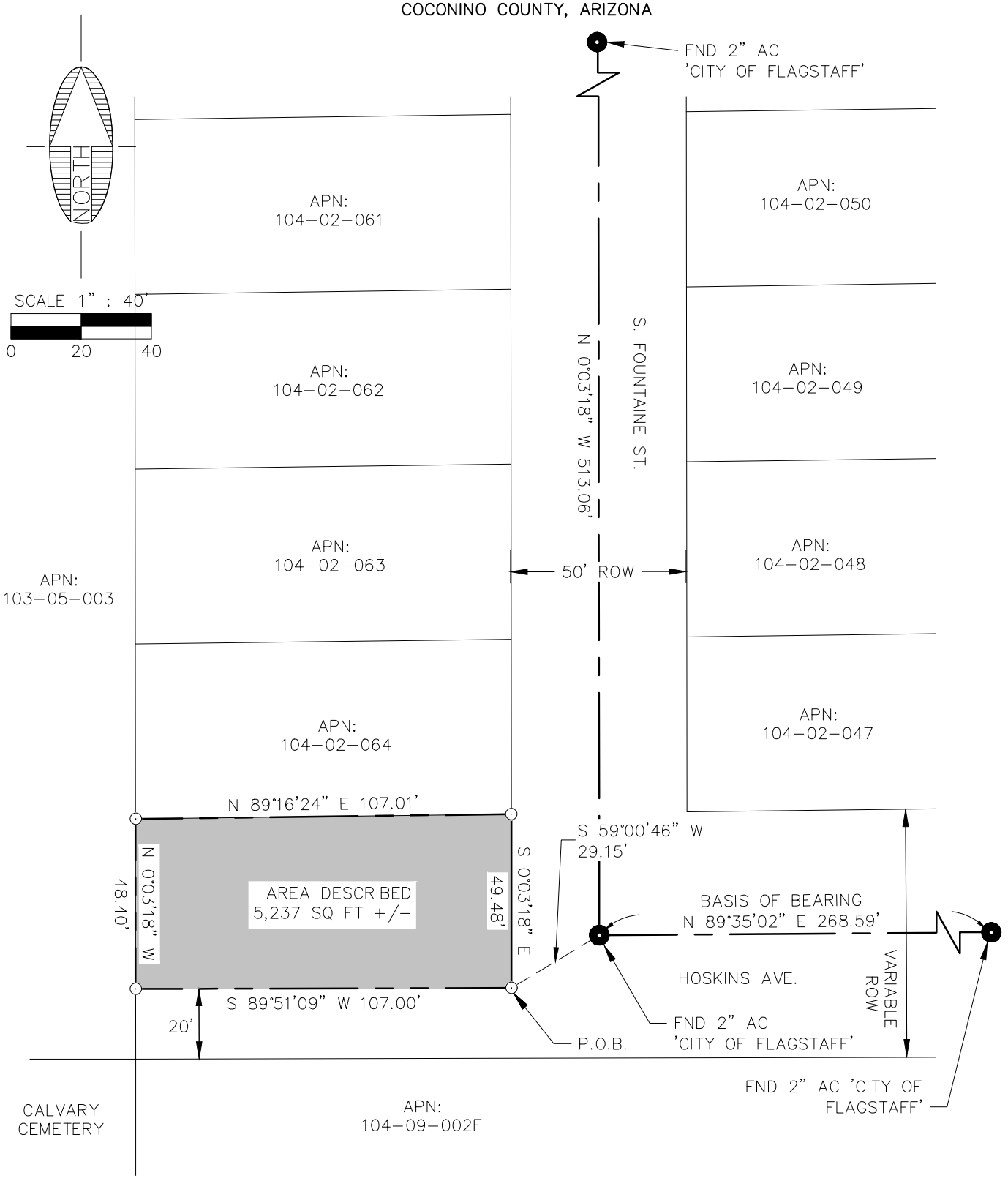
Containing 5,237 square feet, or 0.12 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF BLOCK 'A', ACCORDING TO THE REVISED PLAT WASHINGTON ADDITION,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 22
SCALE	1" = 40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

HOSKINS AVE. FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

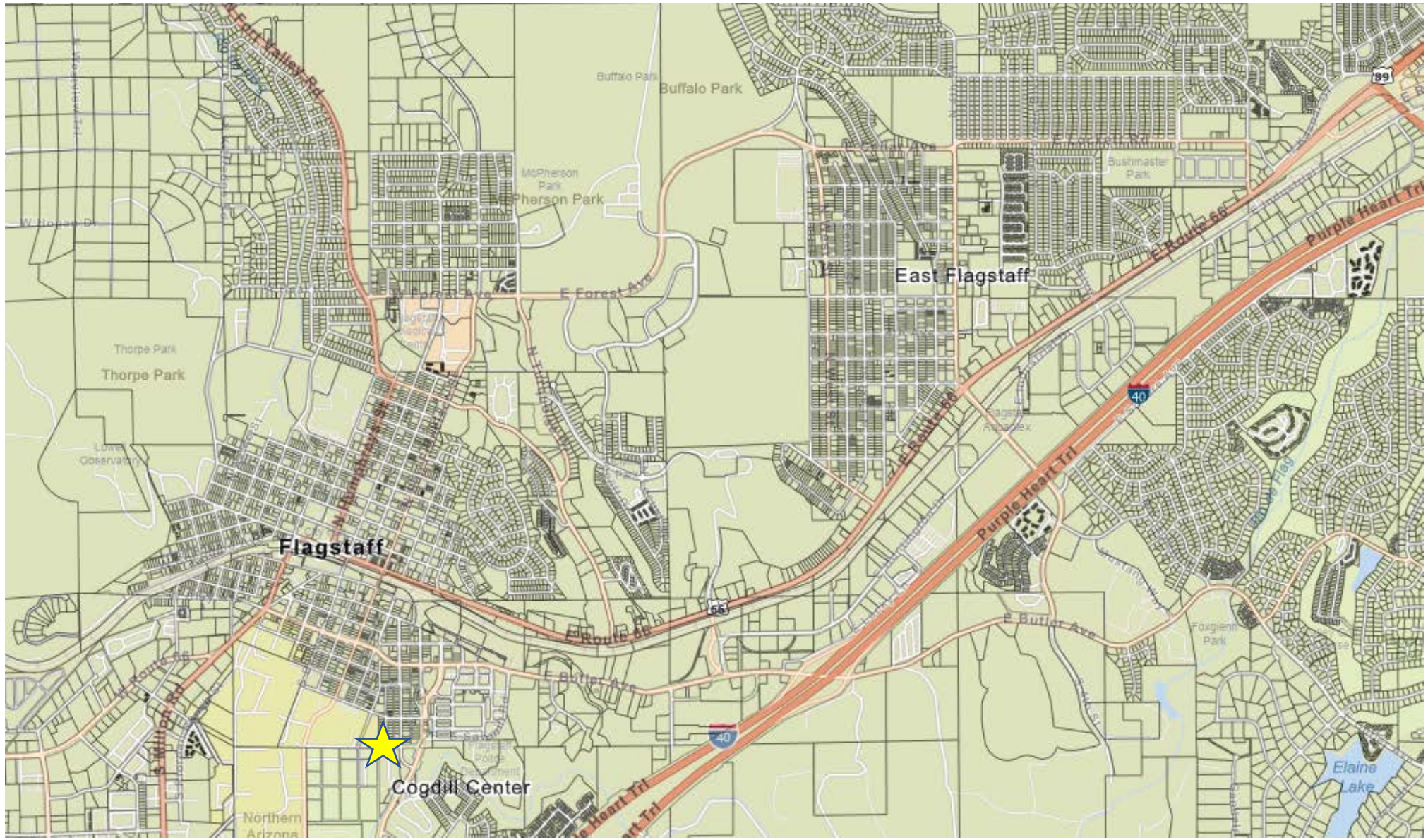
PLOTTED: Oct 06, 2022-3:32pm
FILE: \\192.168.1.15\PROJECTS\2018\18121\SURVEY\LEGAL DESCRIPTIONS\CHECK SET 2022-10-06\HOSKINS-FOUNTAINE ROW.DWG ABORLING

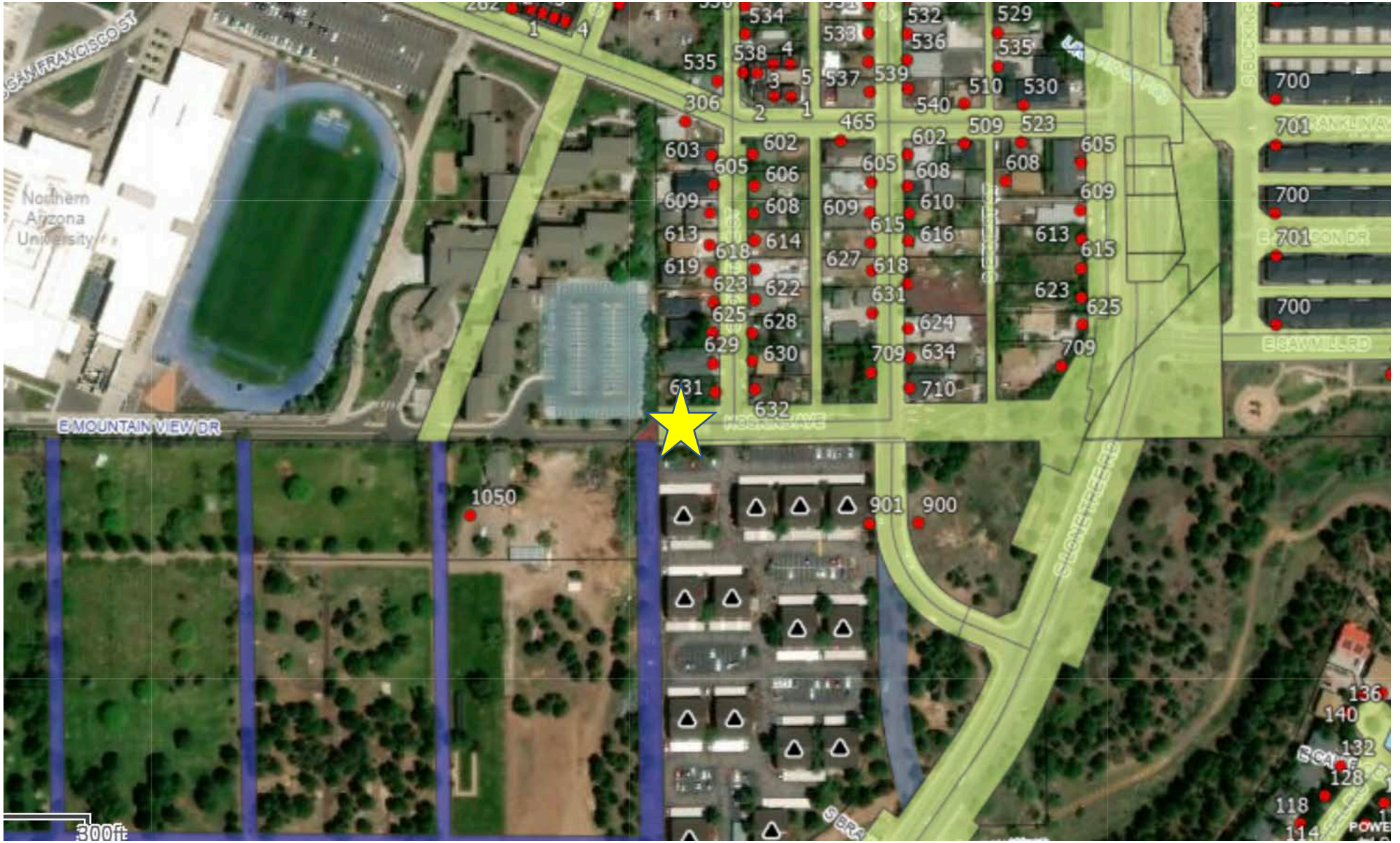
NAU Abandonment Request Hoskins Ave.

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Vicinity Map

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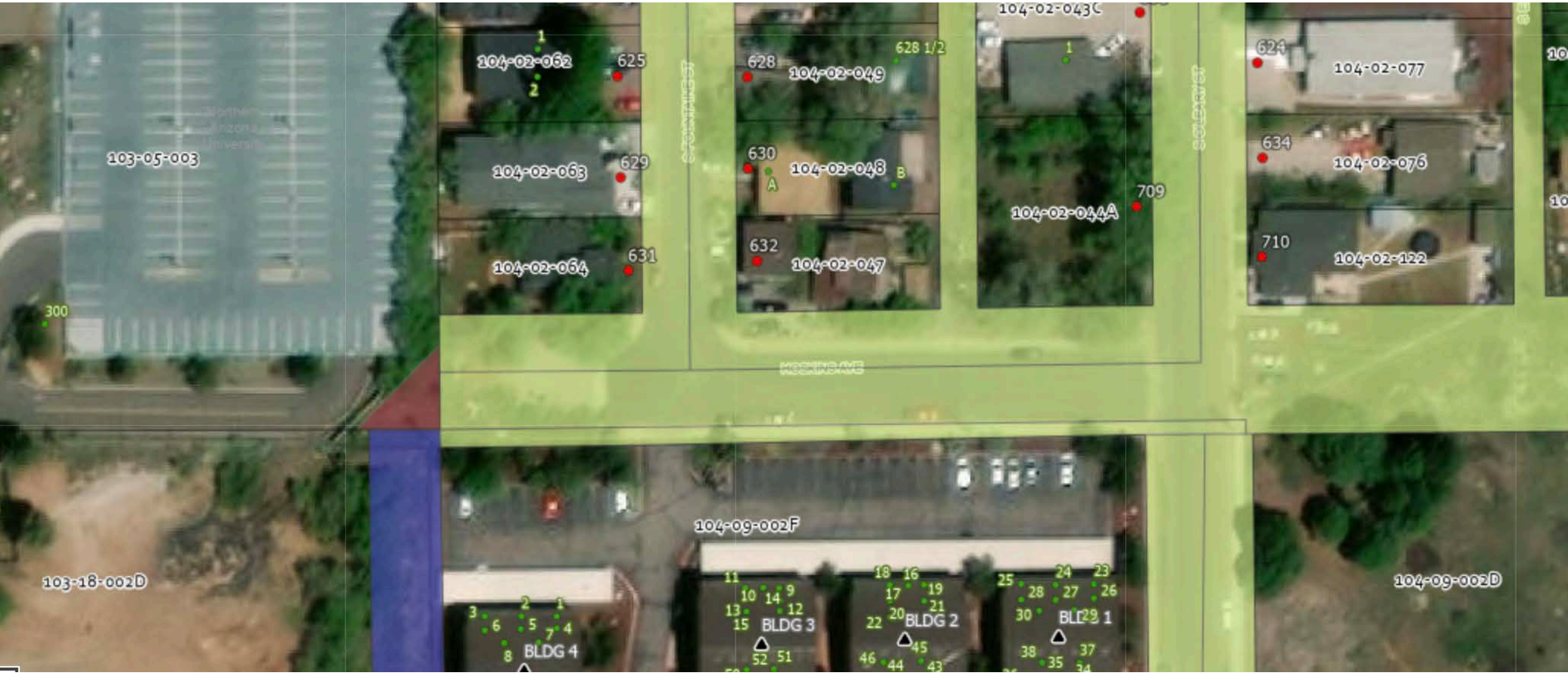
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Hoskins Ave Right-of-Way
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104-02-049
Fountaine Street
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103-05-003
104-02-064
104-02-047
Hoskins Avenue
20 feet of Current City ROW
to remain for Future FUTS Trail
104-09-002F
103-18-002D
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80
Feet
NAU

Google
Street View

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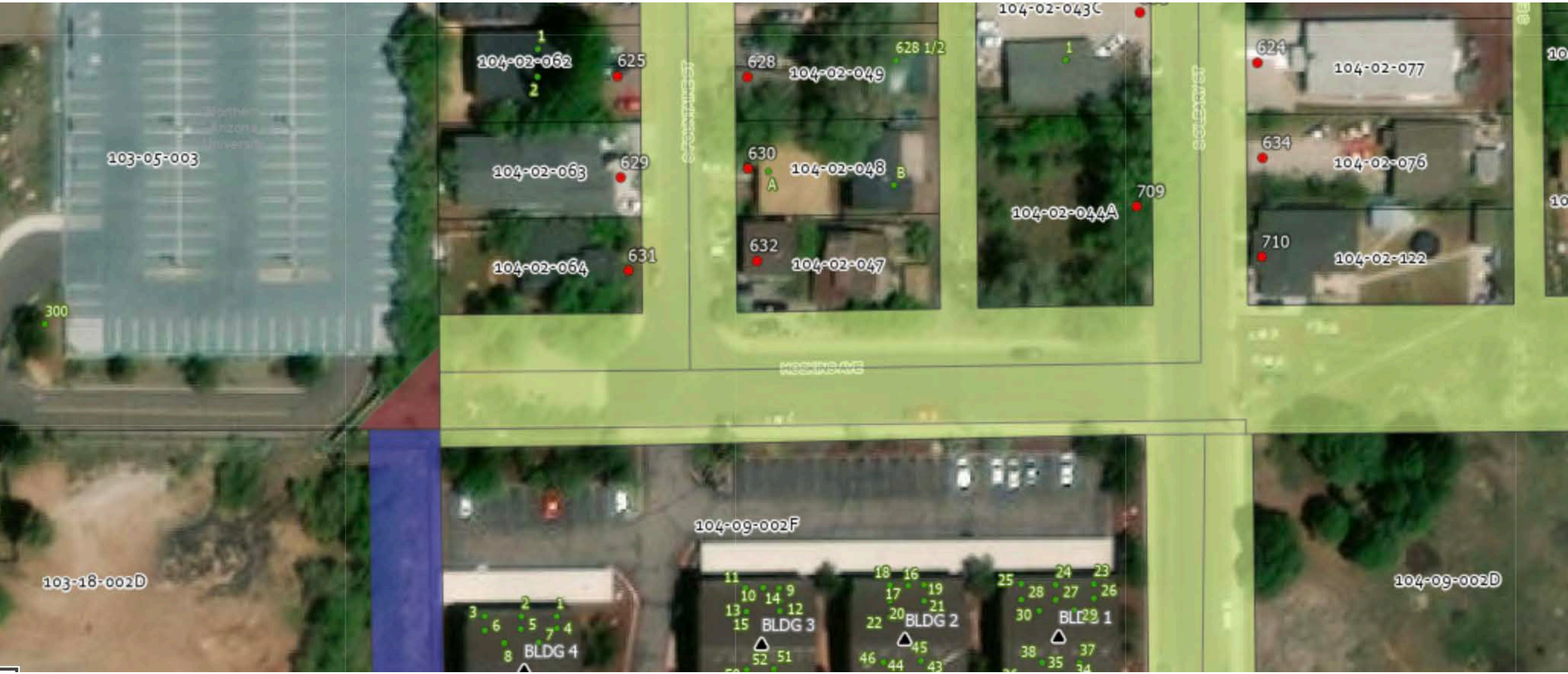
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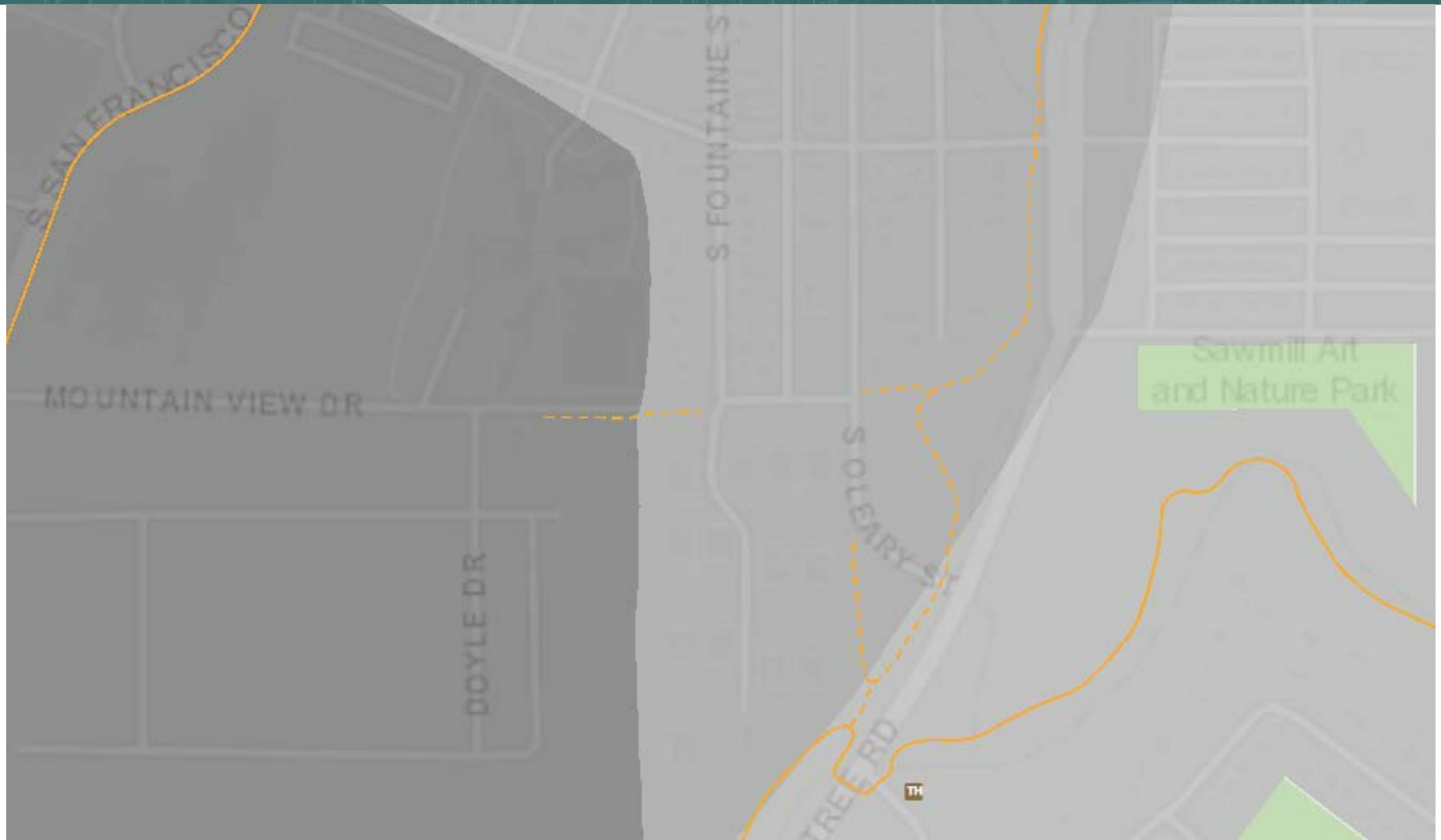
Regional Plan Future Trail



11-20.160

Abandonment or Vacation of Public Right-of-Way

Sections:

11-20.160.010 Purpose

11-20.160.020 Procedures

11-20.160.030 Submittal Requirements

11-20.160.040 Effective Date

11-20.160.050 Appeals

11-20.160.010 Purpose

The purpose of this division is to provide procedures for the abandonment or vacation of public rights-of-way or portions thereof (including streets, alleys, or public access easements).

11-20.160.020 Procedures

A. Initiation. The abandonment or vacation of public right-of-way may be initiated by the City Council, the City Manager or the City Engineer, as well as any property owner who owns land adjoining the public right-of-way contemplated for abandonment or vacation.

B. Process.

1. The processing procedure for a written request for abandonment or vacation by the City Engineer shall include:

a. The written request for abandonment or vacation shall be checked for compliance with required submittal information;

b. A location map of the area proposed to be abandoned or vacated showing abutting properties and a vicinity map, if necessary; and,

c. A memorandum stating the reasons for requested abandonment or vacation.

2. The memorandum and map of the requested abandonment or vacation of public right-of-way shall be forwarded to all public utility companies, City divisions and agencies serving the proposed area to be abandoned or vacated to request their review and comments.

3. For public rights-of-way, including roadways as defined in A.R.S. § 28-7201, notice shall be provided in the manner specified in A.R.S. § 28-20, Article 8, Disposition of Public Roadways.

C. Staff Report. The City Engineer in consultation with the Utilities Director and Public Works Director shall prepare and transmit a staff report to the City Council. The report shall include an evaluation of the consistency of the proposed vacation or abandonment with the General Plan, Zoning Code, any applicable Specific Plan, and all applicable Utilities and Public Works Division standards. The staff report shall also provide an analysis and recommendation. A copy of the staff report shall be made available to the public and affected parties prior to the public hearing.

D. Action by the City Council. Upon receipt of a recommendation from the Planning Commission, the City Council shall conduct a public hearing. Upon completion of this hearing, the City Council shall approve, approve in modified form, or deny the application. Approval shall be by resolution.

E. Recordation. The City Engineer shall record the final vacation resolution with the office of the Coconino County Recorder.

11-20.160.030 Submittal Requirements

SHARE

All applications for the vacation of public streets or easements shall be submitted to the City Engineer in writing on a form prescribed by the City. The application shall include the information and materials specified in the checklist for the Abandonment of Public Rights-of-Way, together with the required fee established in City Code Title 10, Zoning Code, Appendix 2, Planning Fee Schedule.

11-20.160.040 Effective Date

SHARE

The effective date of vacation of streets and easements is the date of City Council approval.

11-20.160.050 Appeals

SHARE

Decisions of the City Council on the vacation of streets and easements are final.

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	David Pedersen, Capital Improvements Project Manager
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Approval of Contract: Construction Manager at Risk Construction Services Agreement with Eagle Mountain Construction, Inc. for the Beulah/University Roadway Project.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Manager at Risk Construction Services Agreement with Eagle Mountain Construction for a Guaranteed Maximum Price of $19,010,333.00 and a contract duration of 850 calendar days;
2. Approve an Owner's Contingency of $299,000.00, which is 1.55% of the Guaranteed Maximum Price; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends approval of a Construction Manager at Risk (CMAR) Construction Services Agreement (Agreement) for a Guaranteed Maximum Price (GMP) of $19,010,333.00 with a Total Contract Price of $19,309,333 to Eagle Mountain Construction (EMC) which will authorize the construction of the Beulah/University Realignment Project (Project).

This roadway improvement realignment Project extends the northern terminus of Beulah Boulevard to connect with University Avenue. Furthermore, University Avenue (west of Milton) will be realigned to match up with University Drive (east of Milton). A new roundabout will be constructed where Beulah Boulevard and University Avenue will intersect. Additionally, this Project will also be constructing a new pedestrian underpass beneath Milton Road, just south of Burger King across to Target. Moreover, the Project will also include underground water, sewer, and stormwater infrastructure, several new sections of sidewalks and shared-use paths, as well as landscaping and hardscape throughout the extent of the Project. Please refer to the attached context and vicinity maps.

Pending the City Council's approval, construction is anticipated to begin in spring 2023 and continue into summer 2025. The 850-calendar day duration will cover the continuous, two phases, of construction through three construction seasons.

Financial Impact:

In May 2000, the City of Flagstaff voters approved Proposition 403 which provided funding for improvements to Traffic Flow and Safety. As part of this proposition, two of those projects relate to the Project. These two projects were the University Avenue Realignment and Beulah Boulevard Extension.

City Staff completed a preliminary realignment plan and programmed $7.4 million in the FY2015 Capital Improvement Program Summary. Now in FY2023, the authorized spending budget is $22,139,900.00 which was funded with a combination of old and new transportation taxes and developer contributions.

As part of the internal FY2023 budget process, the team reported in January 2022 a request for additional funds to cover the expenses reported with the GMP of $17.3M by EMC. The discussion with Finance continued in April when Finance Staff was able to identify an approximate $800K coming from the balance of the Fourth Street Reconstruction Project as well as an approximate $3.6M from potential carry forwards from Proposition 419 projects in FY2023. This was based on the estimated budget expenditures for projects identified that may not be completed or are anticipated to be pushed to FY2024. The total proposed budget for FY 2023 would be $22.1M with a contribution of $1.65M from Vintage Partners, LLC (VP). It should be noted that VP is responsible for all costs associated with the pedestrian underpass and per Amendment One to the Development Agreement (DA), those costs must be repaid to the City within five (5) years. This payment has been referred to at the true-up payment.

As the Project has undergone design, the estimate of construction has increased. When EMC joined the team last fall, the Project estimating transferred from Shephard-Wesnitzer, Inc. (SWI) to EMC, or from designer to contractor. As mentioned earlier, this allows for a more inclusive estimate by those who will be constructing the Project and are familiar with current costs and availability. When EMC provided the team an estimate in mid-January 2022 the construction cost estimate was $17.3M. Upon greater refinement of the design, that figure grew to $18.5M in the beginning of March 2022 and when the 90-percent plans were completed in the end of April 2022, the construction costs were up to $19.1M. At that time in April, the estimating was put on hold until the design plans were finalized, and a value engineering effort could be completed. In the late October/early November timeframe, the value engineering was ended and resulted in a project savings of $668,790, without reducing the project scope. While facing inflation and the rising costs of materials, supplies, and operations, the team was able to finalize the GMP at $19,309,333.

Policy Impact:

No impact.

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

Sustainable, Innovative Infrastructure

Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs

Council Goal 2017 – 2019 - Transportation and Other Public Infrastructure

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Council Goal 2017 – 2019 - Environmental and Natural Resources

Actively manage and protect all environmental and natural resources

Team Flagstaff Strategic Plan – Priority 3

Deliver outstanding services through a healthy environment, resources, and infrastructure.

Priority Based Budget Key Community Priorities and Objectives

Livable Community - Provide amenities & activities that support a healthy lifestyle

Sustainable, Innovative Infrastructure - Provide effective management of and infrastructure for all modes of transportation
Safe & Healthy Community - Promote physical health through providing recreation opportunities, parks, open space & multiple transportation options

Carbon Neutrality Plan

DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

Regional Plan

Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.
Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.
Policy CC.4.5. Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.
Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.
Policy T.1.4. Provide a continuous transportation system with convenient transfer from one mode to another.
Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.

Has There Been Previous Council Decision on This:

The Beulah/University Realignment Project has been before City Council numerous times in the past twenty years. Some of these meetings are shown below:

In 2005, the City purchased the 9.23-acre Fresquez property for the purpose of completing the University and Beulah roadway improvements.

On December 2, 2014, the City Council approved the P3 Pre-development Agreement between the City of Flagstaff, Arizona Department of Transportation and Vintage Partners, LLC, which is included with this staff summary. (Initial Agreement for the extension of Beulah Boulevard, realignment of University Avenue, and relocation of ADOT facilities).

On August 21, 2017, the City Council approved the Reinstatement of, and First Amendment to the P3 Pre-Development Agreement extending the term.

On March 20, 2018, the City Council approved the Third Amendment to P3 Pre-Development Agreement between the City of Flagstaff, Arizona Department of Transportation, and VP.

On April 17, 2018, the City Council adopted a resolution (No. 2018-13) authorizing the execution of the Mill Town Development Agreement between VP and the City (Mill Town Development Agreement)

On June 29, 2021, where the 60% design plans were discussed.

On October 19, 2021, the City Council adopted a resolution (No. 2021-44) authorizing the execution of the First Amendment to the Mill Town Development Agreement between VP and the City.

On June 14, 2022, a City Council Report (CCR) was issued to update the City Council on the Project.

Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward; or,
2. Reject approval of the award as recommended. This action would delay the Project
    a. If rejection occurs, possible options include:
        i. Ask staff to re-evaluate the recommendation; or
        ii. Suspend or cancel the Project completely.

Background/History:

The Beulah/University Roadway Realignment Project (Project) extends the present-day northern terminus of Beulah Boulevard to connect with University Avenue. Furthermore, University Avenue (west of Milton Road) will be realigned to match up with University Drive (east of Milton Road) via a new roundabout where Beulah Boulevard and University Avenue intersect, on the former Fresquez parcel. Additionally, this Project will also be constructing a new pedestrian underpass beneath Milton Road, just south of Burger King across to Target. Moreover, the Project will also include underground water, sewer, and stormwater infrastructure, several new sections of sidewalks and shared-use paths, as well as landscaping and hardscape throughout the extent of the Project.

The engineering design of this Project began in June 2018 by Shephard-Wesnitzer, Inc. (SWI). The 60-percent design plans were presented to City Council on 29 June 2021 at which time City Council directed staff to modify the design with a focus on bike and pedestrian components. The modified design was presented to City Council on 5 October 2021. Since this time the plans are nearly finalized, with the only modifications being incorporating the value engineering items.

On 24 September 2021, the City procured EMC as the CMAR for the Project. Since then, EMC has been able to assist the design team from the construction contractor perspective. By bringing EMC on board during the design process, they were able speak to constructability, phasing, availability of materials, and construction costs which helps to bring greater accuracy to Project timelines and budget.

The team conducted several value engineering workshops and meetings in the fall of 2022, which resulted in significant Project savings, without reducing the scope of the Project. These savings are reflected in the GMP being presented on December 6, 2022.

Community Benefits and Considerations:

- New bike/pedestrian underpass under Milton Road
- New roadways and bike/ped-friendly roundabout and shared-use paths with greater connectivity to existing roadways and paths
- Realigning University Avenue (west of Milton) with University Drive (east of Milton)
- Replacing aged and undersized existing water and sewer infrastructure
- Improving intersection safety by reconfiguring the roadway geometry and removing surface crossings of Milton Road
- Streetlighting being brought up to City dark skies and engineering standards
- Improved roadway drainage throughout the extent of the Project
- Coordinating and communicating with Project stakeholders to reduce impact to businesses, NAU, community members, and visitors to our community

Community Involvement:

Inform, Involve, Empower:

- In May 2000, voters approved a dedicated sales tax increase to fund various road improvements including the Beulah/University Realignment Project.
- In November 2018, voters approved the new transportation tax.
- NAU, Mountain Line, ADOT, and the City's P3 Partner Vintage Partners have been actively involved in the design and development of this Project.

- Design Team has met in the field, in meetings, and over the phone with impacted businesses, residents, and stakeholders.
- Beta PR will be part of the construction phase of this project to aid with project updates, outreach, and overall communication with our community.
- Other Project Stakeholders including ADOT, NAU, and Mountain Line were notified of the upcoming Project and were coordinated with on the traffic control and phasing plans during construction.

Expanded Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward; or,
2. Reject approval of the award as recommended. This action would delay the Project
    a. If rejection occurs, possible options include:
        i. Ask staff to re-evaluate the recommendation; or
        ii. Suspend or cancel the Project completely.

Attachments:

Agreement
CMAR Agreement - Exhibit B GMP
Project Exhibit
BU Context Map
Presentation

City of Flagstaff, Arizona

Beulah/University Roadway Project

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

PROJECT NO. 03-16005

Agreement No. 2021-112

Mayor
Paul Deasy

Council

Kara House
Adam Shimoni
Miranda Sweet
Jim McCarthy
Austin Aslan
Regina Salas

City Manager
Greg Clifton

Interim Utilities Director
Brad Hill

Community Development Director
Dan Folke

Public Works Director
Scott Overton

Engineering & Capital Improvements Director
Paul Mood

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SIGNATURE PAGE 39

EXHIBIT A – PROJECT DESCRIPTION

EXHIBIT B – APPROVED GMP PROPOSAL

CITY OF FLAGSTAFF, ARIZONA

BEULAH/UNIVERSITY ROADWAY PROJECT

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES AGREEMENT

PROJECT No. 03-16005; Agreement No. 2021-112

This Construction Services Agreement ("Agreement") is made and entered into by and between the City of Flagstaff, an Arizona municipal corporation ("Owner"), and Eagle Mountain Construction ("Construction Manager at Risk" or "CMAR") on this ____ day of _____, 2022.

RECITALS

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

B. The Owner intends to construct the **Beulah/University Roadway Project** as more fully described in Exhibit "A" attached ("Project").

C. To undertake the construction administration of the Project the Owner has entered into a separate agreement with Shephard Wesnitzer, Inc. ("Design Professional.")

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

E. Agreement #2021-112 has been executed previously between the Owner and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

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

Article 1 - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 - CMAR's Services and Responsibilities

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

2.1 General Services

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

2.2 Government Approvals and Permits

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

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

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

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

2.2.5 CMAR is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps,

and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR‘s responsibility.

2.3 Pre-construction Conference

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

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

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

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

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

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

2.3.6 Control of the Work

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

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

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

2.3.9.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry

out that particular element of the work.

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

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

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

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

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

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

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

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

2.4 Control of the Work Site

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

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

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

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

2.5 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

2.5.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.6 Quality Control, Testing and Inspection

2.6.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet

all quality requirements of the Contract Documents.

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

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

2.6.4 The Owner shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

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

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

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

2.6.6 At the option of the Owner, materials may be approved at the source of supply before delivery is started.

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

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

2.7 Trade Names and Substitutions

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

2.7.2 The substitution shall be submitted by CMAR in writing to the Owner.

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

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

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

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

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

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

2.8 Project Record Documents

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

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

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

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

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

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

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

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

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

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

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

2.10 Project Safety

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

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

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

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

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

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

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

2.11 Warranty

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

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

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

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

2.12 Correction of Defective Work

2.13 .1 CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the Owner by law. A progress payment, or partial or entire use or occupancy of the Project by the Owner, shall not constitute acceptance of Work not in accordance with the Contract Documents.

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

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

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

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

Article 3 - The Owner's Services and Responsibilities

3.1 Duty to Cooperate.

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

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

3.2 The Owner's Representative

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

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

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

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

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

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

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

3.3 Design Professional Services

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

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

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

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

3.3.2.3 Review and recommend approval of Payment Requests.

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

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

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

3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.

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

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

3.5 Permit Review and Inspections

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

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

Article 4 - Contract Time

4.0 Contract Time.

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

4.0.2 Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMP under this Agreement shall be 850 days starting with the NTP.

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

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

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

Pursuant to Section 9.3 below, if, in the sole discretion of the Capital Improvements Department of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by

any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project.

4.1 Substantial Completion

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

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

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

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

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

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

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

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the Owner shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the Owner $1,780.00 per day as liquidated damages for each Day

that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the Owner shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the Owner $1,780.00 per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4.7 Float time shall be as prescribed below:

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

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

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

Article 5- Contract Price

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

5.1 Contract Price

5.1.1 The Contract Price shall be as approved in the Guaranteed Maximum Price Proposal attached as Exhibit "B" and an amount of **$19,010,333.00** with an additional **$299,000.00** allowed for Owner's Contingency for a total contract price of **$19,309,333.00**.

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

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

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

5.2 Guaranteed Maximum Price

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

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

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

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

5.3 Contingencies

5.3.1 CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with written approval of the Owner. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

5.3.2 When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If

CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

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

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

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

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

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

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

6.0.3 By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of Owner or anyone under Owner's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions and definitions necessary for the application of this paragraph shall be as set forth on the City of

Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

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

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

6.1 Differing Site Conditions

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

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

6.2 Errors, Discrepancies and Omissions

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

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

6.3 The Owner Requested Change in Work

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

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

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

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

6.5 Change Directives and Change Orders

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

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

6.6 Minor Changes in the Work

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

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

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

6.7 Contract Price Adjustments

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

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

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

6.7.1.3 Costs, fees and any other markups.

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

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

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

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

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

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

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

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

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

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

Article 7- Procedure for Payment

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

7.1 GMP Payment Request

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

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

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

The Payment Request shall include, at a minimum:

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

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

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

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

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

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

7.2 Payment of GMP

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

7.2.2 Owner shall pay CMAR all amounts properly due. If Owner determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the Owner. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify Owner's concerns. CMAR and Owner shall attempt to resolve Owner's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3 Retention of GMP

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

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

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

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

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

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

7.5 Final Payment

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

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

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

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

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

7.6 Payments To Subcontractors or Suppliers

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

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

7.6.2.1 Hold CMAR in default under this Agreement;

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

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

7.6.2.4 Terminate this Agreement.

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

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

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

7.7 Record Keeping and Finance Controls

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

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

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

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

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

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

Article 8- Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

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

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

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

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

8.1 Dispute Avoidance and Resolution

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

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

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

8.1.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

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

8.3 Representatives of the Parties

8.3.1 The Owner's Representatives

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

Paul Mood, *City Engineer*
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2675
paul.mood@flagstaffaz.gov

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

David Pedersen, Capital Improvements Project Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2677
dpedersen@flagstaffaz.gov

8.3.2 CMAR's Representatives

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

Marco Spagnuolo, CEO/Owner
3100 Cadent Ct.
Flagstaff, AZ 86004
(928) 526-8587
marco@emcaz.com

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

Jason Woods, Senior Project Manager
3100 Cadent Ct.
Flagstaff, AZ 86004
(928) 526-8587
jason.woods@emcaz.com

Article 9 – Suspension and Termination

9.0 Owner's Right to Stop Work

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

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

9.1 Termination for Convenience

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

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

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

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

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

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

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

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

9.1.5 The Owner shall pay CMAR the following:

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

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

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

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

9.2 The Owner's Right to Perform and Terminate for Cause

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

9.2.2 If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements,

(iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.

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

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

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

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

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

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

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

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

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

9.3.2 The Owner shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the CMAR. All cost associated

with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

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

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

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

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

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

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

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

10.1.1 Commercial General Liability – Occurrence Form

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

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

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

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

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

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

hired or borrowed by CMAR."

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

10.1.4 **Builders' Risk Insurance or Installation Floater** $21,240,266.30
In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice

has been given to the Owner. Such notice shall be sent directly to the City Purchasing Department, attention Matthew Luhman, Purchasing Manager, and shall be sent by certified mail, return receipt requested.

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

10.5 Verification Of Coverage

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

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

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

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

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

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

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

10.8 Bonds and Other Performance Security.

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

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

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

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

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

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

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

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

Article 11 - Indemnification

11.1 CMAR's Liability and Indemnification.

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

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

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes 6th day of December, 2022, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

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

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

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

12.1.3.2 Specifications take precedence over Plans.

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

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

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

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

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

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

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

12.6 **Assignment.** CMAR shall not, without the written consent of the Owner, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the Owner's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

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

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

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

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

12.11 **Compliance with All Laws.** CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies, including but not limited to the mandatory statutory provisions in Exhibit __, attached and made a part of this Agreement. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Agreement and to permit the Owner to verify such compliance.

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

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

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

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

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

12.17 **Covenant against Contingent Fees**. CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Owner Council, or any employee of Owner has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the Owner shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

12.19 **Notice.**

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

to CMAR:

Marco Spagnuolo, CEO/Owner
3100 Cadent Ct.
Flagstaff, AZ 86004
(928) 526-8587
marco@emcaz.com

to Owner:

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

With a copy to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: David Pedersen, Capital Improvements Project Manager
(928) 213-2677
dpedersen@flagstaffaz.gov

Design Professional:

Stephen Irwin, P.E.
Shephard Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

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

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

to CMAR:

Marco Spagnuolo, CEO/Owner
3100 Cadent Ct.
Flagstaff, AZ 86004
(928) 526-8587
marco@emcaz.com

to Owner:

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

With copies to:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: David Pedersen, Capital Improvements Project Manager
(928) 213-2677
dpedersen@flagstaffaz.gov

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

12.20 Confidentiality of Plans and Specifications

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

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

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

12.21.1 Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to Owner for all employees considered for performing work (including supervision and oversight) under this Agreement. Owner may make further security inquiries. Whether or not further security inquires are made by Owner, Owner may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by Owner for performing services under this Agreement may still be engaged by CMAR for other work not involving the Owner. An employee rejected for work under this

Agreement shall not be proposed to perform work under other Owner Agreements or engagements without Owner's prior approval.

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

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

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

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

12.22 Hazardous Materials

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

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

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

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

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

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

THE CITY OF FLAGSTAFF, ARIZONA

BEULAH/UNIVERSITY ROADWAY PROJECT
Project No. 03-16005, Agreement No. 2021-112

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

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

Guaranteed Maximum Price

Nineteen Million, Three Hundred Nine Thousand, Three Hundred Thirty-Three Dollars

$19,309,333

THE CITY OF FLAGSTAFF, ARIZONA

By:_____
Greg Clifton, *City Manager*

EAGLE MOUNTAIN CONSTRUCTION

By:_____

Title:_____

(Corporate Seal)

ATTEST:

_____
City Clerk

_____
ATTEST: (Signature and Title)

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A - PROJECT DESCRIPTION

This roadway improvement realignment project extends the northern terminus of Beulah Boulevard to connect with University Avenue. Furthermore, University Avenue (west of Milton) will be realigned to match up with University Drive (east of Milton). A new roundabout will be constructed where Beulah Boulevard and University Avenue will intersect. Additionally, this project will also be constructing a new pedestrian underpass beneath Milton Road, just south of Burger King across to Target. Moreover, the project will also include underground water, sewer, and stormwater infrastructure, several new sections of sidewalks and shared-use paths, as well as landscaping and hardscape throughout the extent of the project.

CMAR Construction Phase Services include coordination with various agencies, businesses, residents, and the public while performing the construction of the proposed improvements per the approved construction documents at the contracted GMP. The anticipated services include but are not limited to the following:

- Participate in a Pre-Constriction Meeting.
- Perform and provide a preconstruction video and or images of the site and adjacent properties.
- Prior to construction of the project provide or acquire all documents necessary to construct the project including:
    - Bonds, Insurance, Permits, Traffic Control Plan, Material Submittals, etc.
        - Permit fees paid for by the City of Flagstaff
    - Bond and insure the construction in accordance with state and city requirements.
- Construct improvements per the approved construction documents.
- Self-perform at least 45% of the work as set forth in ARS 34-605 (G) 2 and solicit bids from qualified subcontractors to perform applicable portions of the work.
- Coordinate inspections and testing of all work including City Inspections & Testing.
- Coordinate weekly construction meetings.
- Maintain and update Project Master Schedule.
- Identify activity sequencing, durations and milestone dates.
- Insure record As-built Drawings are kept current, accurate, and developed per the Owners standards.
- Procurement of materials and services.
- Notify the Owner, Businesses, Residents, Emergency Responders, and other agencies as necessary of road
  closures and alternate traffic routes.
- Coordinate and meet with FUSD, Mountain Line, ADOT, local businesses, the neighborhood, the community, and other project stakeholders to discuss or perform items such as:
    - Sequencing of activities to mitigate impacts and disruptions from construction activities.
    - Pre-construction interface.
    - Continuous involvement/notification during construction to address issues and concerns related to construction impacts.
- Schedule and manage site operations.
- Update traffic control, parking, and routing of traffic (vehicular, bicycle & pedestrian) as necessary.
- Plan and implement access for neighborhood residents and businesses during project.
- Provide for uninterrupted delivery of mail and packages, pick up of solid waste and recycle.
- Provide all construction surveying and staking.
- Maintain a safe work site.

EXHIBIT B – APPROVED GMP PROPOSAL

PROJECT #: 03-16005 **DATE: November 9, 2022**
PROJECT NAME: Beulah/University Roadway

GMP Attached as separate document.

City of Flagstaff, AZ
211 W Aspen Ave.
Flagstaff, AZ 86001

Eagle Mountain Construction
3100 N Caden Ct.
Flagstaff, AZ 86004

GUARANTEED MAXIMUM PRICE

Project: Beulah Blvd. Extension & University Ave. Realignment - CMAR
Project #: COF# ST3040
Dwgs: SWI Engineering; stamped 8-25-222
Submitted: 11/9/2022

EMC #	Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
CITY TRANSPORTATION SCOPE						
DEMOLITION						
10	101	SAWCUT EXISTING PAVEMENT	4,250	LF	$ 3.00	$ 12,750.00
20	102	REMOVE EXISTING AC PAVEMENT	17,553	SY	$ 8.00	$ 140,424.00
30	103	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB	4,907	LF	$ 3.00	$ 14,721.00
40	105	SAWCUT AND REMOVE EXISTING CONCRETE	22,991	SF	$ 2.00	$ 45,982.00
50	106	REMOVE AND DISPOSE OF EXT LIGHT POLE SALVAGE MAST ARM	7	EA	$ 1,500.00	$ 10,500.00
60	106.1	REMOVE AND DISPOSE OF EXT LIGHT POLE	1	EA	$ 1,500.00	$ 1,500.00
70	106.2	REMOVE AND SALVAGE EXISTING LIGHT POLE	2		$ 1,500.00	$ 3,000.00
80	106.3	REMOVE EXSITING STREET LIGHT MAST ARM AND LUMINAIRE	2	EA	$ 3,500.00	$ 7,000.00
90	110	REMOVE EXISTING WATER SERVICE - SALVAGE WATER METER	1	EA	$ 350.00	$ 350.00
100	111	REMOVE AND DISPOSE OF EXISTING WATER METER	1	EA	$ 300.00	$ 300.00
110	111.1	REMOVE AND RELOCATE EXISTING WATER METER	2	EA	$ 900.00	$ 1,800.00
120	111.2	REMOVE AND RELOCATE EXISTING WATER METER, Bf, IRR BF & METER	1	EA	$ 750.00	$ 750.00
130	112	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	3	EA	$ 750.00	$ 2,250.00
140	113	REMOVE AND DISPOSE OF EXISTING VB&C	2	EA	$ 325.00	$ 650.00
150	115	REMOVE EXISTING WATER LINE	637	LF	$ 12.00	$ 7,644.00
160	116	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	1	EA	$ 750.00	$ 750.00
170	117	REMOVE AND DISPOSE OF EXISTING CATCH BASIN	5	EA	$ 550.00	$ 2,750.00
180	118	REMOVE AND DISPOSE OF EXISTING STORM DRAIN PIPE	667	LF	$ 16.00	$ 10,672.00
190	119	REMOVE AND DISPOSE OF EXISTING STORM DRAIN MANHOLE	1	EA	$ 550.00	$ 550.00
200	122.1	REMOVE AND DISPOSE OF EXISTING SEWER MANHOLE	5	EA	$ 550.00	$ 2,750.00
210	123	REMOVE AND DISPOSE OF EXISTING SEWER MAIN	729	LF	$ 15.00	$ 10,935.00
220	123.5	REMOVE AND DISPOSE OF EXISTING SEWER LINE PER M.A.G. SPEC. SEC. 350	1,035	LF	$ 15.00	$ 15,525.00
230	123.7	PLUG UPSTREAM INVERT INSIDE OF EXISTING MANHOLE	1	EA	$ 1,250.00	$ 1,250.00
240	123.8	PLUG EXISTING TEE PER M.A.G. SPEC. SEC. 350	1	EA	$ 1,251.00	$ 1,251.00
250	124.1	ABANDON EXISTING SEWER IN PLACE	0	LF	$ 2.00	$ -
260	126	CUT, CAP, AND ABANDON SEWER IN PLACE PER M.A.G. 350	117	LF	$ 10.00	$ 1,170.00
270	128	REMOVE ANY REMAINING CONCRETE VAULTS BY EXISTING RUSSIAN OLIVE TREE	1	EA	$ 1,250.00	$ 1,250.00
280	133	REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL PER ADOT	1	LS	$ 13,500.00	$ 13,500.00
290	134	REMOVE EXISTING RAILING AND RETAINING WALL	114	LF	$ 10.00	$ 1,140.00
300	136	REMOVE AND DISPOSE OF EXISTING MONUMENT SIGN	4	EA	$ 300.00	$ 1,200.00
310	137	REMOVE AND SALVAGE EXISTING RIPRAP FOR REUSE	712	SF	$ 2.00	$ 1,424.00
320	138	REMOVE ANY EXISTING BRICK/FLAGSTONE PATH BEHIND OLD HOME	1	EA	$ 550.00	$ 550.00
330	139	OBLITERATE EXISTING STRIPING - HYDRO-JET METHOD	1,769	LF	$ 3.00	$ 5,307.00
340	140	OBLITERATE EXISTING PAVEMENT MARKINGS - HYDRO-JET METHOD	9	EA	$ 450.00	$ 4,050.00
350	142	PROTECT EXISTING MAILBOX IN PLACE	3	NPI	$ -	$ -
360	143	PROTECT EXISTING WATER METER IN PLACE.	3	EA	$ 100.00	$ 300.00
370	144	REMOVE AND DISPOSE OF EXISTING CHAINLINK FENCE	795	LF	$ 2.00	$ 1,590.00
380	145	MILL 2' WIDE AND 2" DEEP STRIP NEXT TO FULL STRUCTURAL SECTION	1,053	LF	$ 26.00	$ 27,378.00
390	148.1	REMOVE AND DISPOSE OF EXISTING FENCE	505	LF	$ 2.00	$ 1,010.00
400	150	REMOVE AND DISPOSE OF EXISTING TREE AND ROOTBALL	556	EA	$ 170.00	$ 94,520.00
410	153.1	REMOVE AND SALVAGE EXISTING MAILBOX	1	EA	$ 150.00	$ 150.00
420	156	REMOVE AND SALVAGE SIGN	25	EA	$ 75.00	$ 1,875.00
430	158	REMOVE-MONUMENT SIGN	1	EA	$ 750.00	$ 750.00
440	160	COORDINATE WITH MOUNTAIN LINE FOR REMOVAL OF BUS SHELTER	1	EA	$ 850.00	$ 850.00
450	163	PROTECT EXISTING LIGHT IN PLACE	1	EA	$ 150.00	$ 150.00
					DEMOLITION SUBTOTAL :	**$ 454,218.00**
ROADWAY WORK						
500	-	ROADWAY EARTHWORK (CUT & FILL)	45,700.0	CY	$ 21.00	$ 959,700.00
510	-	EXPORT (INCLUDES HAULING FOR 30 MIN ROUND NO DUMP FEES)	52,200.0	LCY	$ 9.00	$ 469,800.00
520	120	INSTALL SURVEY MARKER	18	EA	$ 1,200.00	$ 21,600.00
530	200A	CONSTRUCT AC SECTION 6" \ 10"; DT03 - DTL 1	17,201	SY	$ 78.00	$ 1,341,678.00
540	200C	CONSTRUCT AC SECTION 4" \ 12"; DT03 - DTL 3	615	SY	$ 75.00	$ 46,125.00
550	200D	CONSTRUCT AC SECTION 6" \ 10"; DT03 - DTL 16 (ROUNDABOUT)	2,161	SY	$ 90.00	$ 194,490.00
560	203	INSTALL PLATED SCUPPER PER M.A.G. STD. DTL. 203	1	EA	$ 2,350.00	$ 2,350.00
570	205	CONSTRUCT CONCRETE PAVEMENT SEC (10") PER DETAIL 4 ON DWG DT03.	657	SF	$ 16.00	$ 10,512.00
580	206	INSTALL CONCRETE SCUPPER AND SPILLWAY PER M.A.G. STD. DTL. 206	1	EA	$ 4,250.00	$ 4,250.00
590	209	INSTALL SALVAGED TARGET MONUMENT SIGN. COORDINATE WITH TARGET	1	EA	$ 4,500.00	$ 4,500.00
600	213	INSTALL 6' CHAIN LINK FENCE PER MAG DETAIL 160	1,548	LF	$ 18.00	$ 27,864.00
610	220A	CONSTRUCT VERTICAL CURB AND GUTTER	5,545	LF	$ 25.00	$ 138,625.00
620	220D	CONSTRUCT ROLL CURB AND GUTTER	505	LF	$ 26.00	$ 13,130.00
630	221	CONSTRUCT CURB TRANSITION	1	EA	$ 75.00	$ 75.00
640	222	CONSTRUCT CURB TERMINATION	8	EA	$ 75.00	$ 600.00
650	222B	CONSTRUCT SINGLE CURB TYPE 'B' AND DETAIL 'X' ON DWG DT03	4,689	LF	$ 26.00	$ 121,914.00
660	223	CONSTRUCT MEDIAN NOSE TRANSITION	13	EA	$ 750.00	$ 9,750.00
670	223.2	CONSTRUCT MEDIAN NOSE TRANSITION PER M.A.G. STD. DTL. 223 MODIFIED TO BE 2' TRANSITION.	18	EA	$ 550.00	$ 9,900.00
680	224.1	INSTALL CONCRETE SECTION (10" \ 10") PER DETAIL 4 ON DWG DT03.	5,680	SF	$ 18.00	$ 102,240.00
690	226	INSTALL STAMPED CONCRETE-PER ADOT C-05.40	1,986	SF	$ 28.00	$ 55,608.00
700	227	CONSTRUCT CURB TRANSITION	2	EA	$ 75.00	$ 150.00
710	229	INSTALL PAVERS, MATCH EXISTING PAVERS	47	SF	$ 28.00	$ 1,316.00
720	230	CONSTRUCT CONCRETE SIDEWALK - 5'	16,146	SF	$ 9.00	$ 145,314.00

City of Flagstaff, AZ
211 W Aspen Ave.
Flagstaff, AZ 86001

Eagle Mountain Construction
3100 N Caden Ct.
Flagstaff, AZ 86004

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730	230.1	CONSTRUCT CONCRETE SIDEWALK PER M.A.G. STD. DTL. 230 (MATCH EXISTING WIDTH) AND DETAIL '8' ON DWG DT03, MODIFIED FOR 6" CONCRETE OVER 4" AB	2,704	SF	$ 10.00	$ 27,040.00
740	231	CONSTRUCT FUTS - 11' - COLD JOINTS TO INCLUDE PAVING CAP SEAL PER WESTEC BARRIER TECHNOLOGIES PER EXPANSION BOARD CAP SEAL SYSTEM	38,175	SF	$ 13.00	$ 496,275.00
750	231.2	CONSTRUCT CONCRETE SIDEWALK PER M.A.G. STD. DTL. 230 (WIDTH PER PLAN 8' TYPICAL) AND DETAIL '8' ON DWG DT03, MODIFIED FOR 6" CONCRETE OVER 4" AB	6,809	LF	$ 10.00	$ 68,090.00
760	232	CONSTRUCT STAIRS AND RAILING PER NORRIS DESIGN AND SIRIUS STRUCTURES	139	SF	$ 65.00	$ 9,035.00
770	234	CONSTRUCT TURNDOWN PER DETAIL 11 ON SHEET PV15	56	LF	$ 85.00	$ 4,760.00
780	235	CONSTRUCT BIKE RAMP PER DTL 12	13	EA	$ 1,300.00	$ 16,900.00
790	236	RAIDAL CURB RAMP PER M.A.G. STD. DTL. 236.5.	2	EA	$ 750.00	$ 1,500.00
800	238.1	CONSTRUCT CONCRETE PERPENDICULAR SIDEWALK RAMP	4	EA	$ 1,750.00	$ 7,000.00
810	239	CONCSTRUCT CONCRETE SIDEWALK RAMP PER ADOT	6	EA	$ 1,850.00	$ 11,100.00
820	243	PLUG EXISTING CURB OPENING	1	EA	$ 350.00	$ 350.00
830	245	CONSTRUCT DEPRESSED CONCRETE PEDESTRIAN ISLAND REFUGE.	255	SF	$ 15.00	$ 3,825.00
840	246	CONSTRUCT CONCRETE PEDESTRIAN ISLAND REFUGE	2,024	SF	$ 15.00	$ 30,360.00
850	248	INSTALL TRUNCATED DOME PER C.O.F. STD. DTL. 10-10-043.	25	EA	$ 650.00	$ 16,250.00
860	250.1	CONSTRUCT DRIVEWAY WITH DETACHED SIDEWALK PER M.A.G. STD. DTL. 250-1	311	SF	$ 16.00	$ 4,976.00
870	250.2	CONSTRUCT DRIVEWAY WITH ATTACHED SIDEWALK PER M.A.G. STD. DTL. 250-2	145	SF	$ 16.00	$ 2,320.00
880	251	CONSTRUCT RETURN TYPE DRIVEWAY PER C.O.F. STD. DTL. 10-10-041 AND M.A.G. STD. DTL. 251.	4,155	SF	$ 13.00	$ 54,015.00
890	251.1	CONSTRUCT RETURN TYPE DRIVEWAY PER C.O.F. STD. DTL. 10-10-041.	1,047	SF	$ 13.00	$ 13,611.00
900	252	CONSTRUCT DRIVEWAY WITH SIDEWALK SETBACK PER ADOT	531	SF	$ 16.00	$ 8,496.00
910	259	CONSTRUCT ROCK WALL PER DETAIL "18" ON SHEET DT03.	96	LF	$ 175.00	$ 16,800.00
920	268	INSTALL D50=6" RIPRAP 12" THICK \ MIRAFI 140N FF	382	SF	$ 35.00	$ 13,370.00
930	269	INSTALL D50=6" RIPRAP 12" THICK \ MIRAFI 140N FF, DTL 18 ON SHEET DR01	632	SF	$ 38.00	$ 24,016.00
940	329	INSTALL SALVAGED WATER METER, WITH NEW BOX	1	EA	$ 750.00	$ 750.00
950	391	ADJUST EXISTING WATER VB&C	2	EA	$ 750.00	$ 1,500.00
960	623	INSTALL 30 MPH SIGN	2	EA	$ 750.00	$ 1,500.00
970	711	CONSTRUCT AC SECTION 6" AC \ 10" AB; DTL 1.1 ON DT03 (Assumed to be 6" AC; if match existing sections are diferent, CMAR reserves rights to submit for additional costs)	4,602	SY	$ 95.00	$ 437,190.00
980	712	CONSTRUCT 2" AC OVERLAY PER ADOT	240	SY	$ 120.00	$ 28,800.00
990	725	CONSTRUCT CURB OPENING DETAIL PER DETAIL '17' ON SHEET DT03.	13	EA	$ 950.00	$ 12,350.00
1000	733	CONSTRUCT TYPE 1 CATCH BASIN PER ADOT STD. DETAIL C-15.10 ON 3" AB	1	EA	$ 9,250.00	$ 9,250.00
1010	736	CONSTRUCT DEPRESSED CONCRETE PEDESTRIAN ISLAND REFUGE PER ADOT	132	SF	$ 18.00	$ 2,376.00
1020	745	INSTALL CONCRETE CAP PER M.A.G. STD. DTL. 404.	147	LF	$ 20.00	$ 2,940.00
1030	753	CONSTRUCT CONCRETE SIDWALK PER ADOT	3,959	SF	$ 16.00	$ 63,344.00
1040	754	CONSTRUCT CURB AND GUTTER TYPE D PER ADOT	739	LF	$ 30.00	$ 22,170.00
1050	755	CONSTRUCT SINGLE CURB PER ADOT	837	LF	$ 35.00	$ 29,295.00
1060	756	CONSTRUCT VALLEY GUTTER PER ADOT (950 SF)	118	LF	$ 175.00	$ 20,650.00
1070	769	CONSTRUCT MEDIAN NOSE TRANSITION PER M.A.G. STD. DTL. 223	5	EA	$ 750.00	$ 3,750.00
1080	770	CONSTRUCT MEDIAN STAMPED CONCRETE PER ADOT STANDARD DRAWING C-05.40	788	SF	$ 28.00	$ 22,064.00
1090		STREET LIGHT POLE, ARM, LIGHT FIXTURE, AND FOUNDATION, PULL BOX & CONDUIT	35	EA	$ 6,850.00	$ 239,750.00
					ROADWAY WORK SUBTOTAL :	**$ 5,409,259.00**
STRIPING AND SIGNAGE						
1300	600	INSTALL WHITE BIKE LANE STRIPING PER C.O.F. STD. DETAIL 16-06-010. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA). PAVEMENT MARKINGS WITHIN	2,611	LF	$ 2.00	$ 5,222.00
1310	601	INSTALL WHITE BIKE LANE DASHED STRIPING PER C.O.F. STD. DETAIL 16-06-010 PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA). PAVEMENT MARKINGS	702	LF	$ 2.00	$ 1,404.00
1320	602	INSTALL WHITE BIKE LANE PAVEMENT MARKINGS PER C.O.F. STD. DETAIL 16-06-010. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA). PAVEMENT	41	EA	$ 10.00	$ 410.00
1330	602.1	INSTALL WHITE BIKE LANE PAVEMENT MARKINGS PER C.O.F. STD. DETAIL 16-06-010. NO ARROW. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA).	4	EA	$ 500.00	$ 2,000.00
1340	603	INSTALL 8" WHITE INTERSECTION LANE STRIPING PER C.O.F. STD. DETAIL 16-06-010 PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA). PAVEMENT	2,383	LF	$ 3.00	$ 7,149.00
1350	607	INSTALL 4" DOUBLE YELLOW CENTERLINE STRIPING PER C.O.F. STD. DETAIL 16-06-010 PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA). PAVEMENT	1,472	LF	$ 1.00	$ 1,472.00
1360	610	INSTALL CROSSWALK MARKING PER C.O.F. STD. DETAIL 16-06-010. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA). PAVEMENT MARKINGS WITHIN	139	LF	$ 2.00	$ 278.00
1370	610.1	INSTALL CROSSWALK MARKING PER FIGURE 4-27 OF THE FORT WORTH, TEXAS TRANSPORTATION ENGINEERING MANUAL ON SHEET DT03. 24" WIDE STRIPE WITH 24" SPACING, BICYCLE SYMBOL WITHOUT	194	LF	$ 2.00	$ 388.00
1380	610.2	INSTALL CROSSWALK MARKING PER MUTCD SECTION 3B.18. 12" WIDE STRIPE WITH 12" SPACING. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA).	45	LF	$ 2.00	$ 90.00
1390	611	INSTALL 18" WHITE STOP BAR PER C.O.F. STD. DETAIL 16-06-010 PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA). PAVEMENT MARKINGS WITHIN ADOT	131	LF	$ 2.00	$ 262.00
1400	616	INSTALL 6" SOLID YELLOW LINE PER MUTCD SECTION 9C.03. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA). PAVEMENT MARKINGS WITHIN ADOT ROW	4,014	LF	$ 4.00	$ 16,056.00
1410	617	INSTALL YIELD LINE WITH MINIMUM DIMENSIONS PER MUTCD SECTION 3B.14. SPACE 6 INCHES APART. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA).	45	LF	$ 20.00	$ 900.00
1420	618	INSTALL YIELD LINE WITH MAXIMUM DIMENSIONS PER MUTCD SECTION 3B.16. SPACE 12 INCHES APART. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA).	49	LF	$ 20.00	$ 980.00
1430	619	INSTALL 15 MPH SPEED LIMIT SIGN (R2-1) PER MUTCD	1	EA	$ 750.00	$ 750.00

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1440	621	INSTALL STOP SIGN (R-1) PER MUTCD	7	EA	$ 550.00	$ 3,850.00
1450	623	INSTALL 30 MPH SPEED LIMIT SIGN (R2-1) PER MUTCD	2	EA	$ 750.00	$ 1,500.00
1460	626	INSTALL BEGIN RIGHT TURN LANE SIGN (R4-4) PER COF STD DTL 10-10-020 AND MUTCD	1	EA	$ 750.00	$ 750.00
1470	627	INSTALL 8" WHITE CHEVRON MARKING WITH 5' LONGITUDIONAL SPACING PER MUTCD. 5' LONGITUDIONAL SPACING. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE	809	SF	$ 12.00	$ 9,708.00
1480	629	INSTALL "ADVANCE INTERSECTION LANE CONTROL" SIGN (R3-8) PER MUTCD	6	EA	$ 750.00	$ 4,500.00
1490	630	INSTALL "NARROW KEEP RIGHT" SIGN (R04-07C) WITH OM-3L SIGN PER MUTCD AND COF STD DTL 10-06-011	4	EA	$ 550.00	$ 2,200.00
1500	631	INSTALL ROUNDABOUT SIGN (R6-4a) PER MUTCD	4	EA	$ 550.00	$ 2,200.00
1510	632	INSTALL 4" WHITE DOTTED LINE PER MUTCD SECTION 3A.06 WITH 2 FT LINE SEGMENTS AND 2- TO 6 FT GAPS. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE	57	LF	$ 20.00	$ 1,140.00
1520	634	INSTALL "STREET NAME" SIGN (D3-1) PER MUTCD. UPPER CASE LETTERS TO BE 6" TALL AND LOWER CASE LETTERS 4" TALL	4	EA	$ 550.00	$ 2,200.00
1530	637	INSTALL LEFT TURN ONLY SIGN (R3-5L) WITH LANE CONTROL PLAQUE "LEFT LANE" (R3-5B)	2	EA	$ 550.00	$ 1,100.00
1540	638	INSTALL RIGHT TURN ONLY SIGN (R3-5R) PER MUTCD	5	EA	$ 550.00	$ 2,750.00
1550	640	INSTALL NO U TURN SIGN (R3-4) PER MUTCD	2	EA	$ 550.00	$ 1,100.00
1560	641	INSTALL GREEN CONTINUOUS BIKE LANE EPOXY OR PREFORMED THERMOPLASTIC MARKINGS FROM ENNIS FLINT, OR APPROVED EQUAL. BICYCLE LANES THROUGH INTERSECTION SHALL BE INSTALLED AS PER	90	LF	$ 10.00	$ 900.00
1570	642	INSTALL GREEN DASHED BIKE LANE EPOXY OR PREFORMED THERMOPLASTIC MARKINGS FROM ENNIS FLINT, OR APPROVED EQUAL. MARKING SHALL BE 2 FT SEGMENTS WITH 6' SPACING.BICYCLE LANES	40	LF	$ 12.00	$ 480.00
1580	643	INSTALL EXISTING SALVAGED "NO OVERNIGHT PARKING OR CAMPING" SIGN	1	EA	$ 550.00	$ 550.00
1590	644	INSTALL EXISTING SALVAGED "TARGET PARKING ONLY" SIGN	1	EA	$ 550.00	$ 550.00
1600	645	INSTALL EXISTING SALVAGED "NO PARKING BIKE LANE" SIGN (R79A)	1	EA	$ 550.00	$ 550.00
1610	647	INSTALL BIKE LANE ENDS SIGN (R3-17 & R3-17BP) PER MUTCD	1	EA	$ 550.00	$ 550.00
1620	648	INSTALL EXISTING SALVAGED SIGN PER MUTCD	1	EA	$ 350.00	$ 350.00
1630	657	INSTALL SPEED HUMP MARKING PER FIGURE 3B-30 "PAVEMENT MARKINGS FOR SPEED TABLES OR SPEED HUMPS WITH CROSSWALKS", OPTION, PER MUTCD. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU	13	EA	$ 550.00	$ 7,150.00
1640	658	INSTALL 6" YELLOW SOLID / 6" YELLOW BROKEN STRIPE (10' SEGMENT WITH 30' GAPS), PER ADOT DWG. M-2 PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE	690	LF	$ 3.00	$ 2,070.00
1650	659	INSTALL 12" WHITE STRIPING (YIELD LINE), 3' SEGMENTS WITH 3' GAPS PER MUTCD SECTION 3A.06 PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA).	217	LF	$ 3.00	$ 651.00
1660	661	INSTALL 8" DOTTED WHITE STRIPING (3' GAP AND 1' LINE) PER MUTCD SECTION 3A.06 AND C.O.F. STD. DTL. 16-06-010 PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL	125	LF	$ 3.00	$ 375.00
1670	663	INSTALL 8' WHITE MERGING ARROW, PREFORMED PAVEMENT MARKING TYPE I PER ADOT DWGS. M-10 AND M-11. HORIZONTAL PLACEMENT AS SHOWN PLANS. PAVEMENT MARKINGS WITHIN CITY ROW OR	3	EA	$ 750.00	$ 2,250.00
1680	665	INSTALL 6" NORMAL BROKEN WHITE LINE STRIPING CONSISTING OF 10' SEGMENTS WITH 30' GAPS PER MUTCD SECTION 3A.06 PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL	1,249	LF	$ 3.00	$ 3,747.00
1690	666	INSTALL 6" DOTTED WHITE PER MUTCD SECTION 3A.06 AND C.O.F. STD. DTL. 16-06-010	76	LF	$ 2.00	$ 152.00
1700	669	INSTALL 6" NORMAL WHITE PER MUTCD SECTION 3A.06 AND C.O.F. STD. DTL. 16-06-010	1,783	LF	$ 3.00	$ 5,349.00
1710	671	INSTALL "BIKE LANE ENDS" SIGN (R3-17) AND (R317bP) PER MUTCD	2	EA	$ 550.00	$ 1,100.00
1720	672	INSTALL PEDESTRIAN SYMBOL PER THE "SMALL TOWN AND RURAL DESIGN GUIDE" - "PEDESTRIAN LANE" AND PER MANUFACTURER'S RECOMMENDATION. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU	35	EA	$ 650.00	$ 22,750.00
1730	677	INSTALL "YIELD" SIGN (R1-2) PER MUTCD. HORIZONTAL PLACEMENT	8	EA	$ 550.00	$ 4,400.00
1740	679	INSTALL "ONE WAY" SIGN (R6-1R) PER MUTCD AND 6' OFF THE GROUND	4	EA	$ 550.00	$ 2,200.00
1750	680	INSTALL "NO LEFT TURN" SIGN (R3-2) PER MUTCD. HORIZONTAL PLACEMENT	2	EA	$ 550.00	$ 1,100.00
1760	685	INSTALL PEDESTRIAN SIGN (W11-15) WITH DIRECTIONAL ARROW (W16-7P) PER MUTCD	12	EA	$ 550.00	$ 6,600.00
1770	686	INSTALL "LANE ENDS MERGE LEFT" (W9-2) PER MUTCD. HORIZONTAL PLACEMENT	1	EA	$ 500.00	$ 500.00
1780	687	INSTALL "OFF STREET SHARED USE PATH AHEAD" SIGN. HORIZONTAL RECTANGULAR WHITE PLAQUE (36"X30") WITH A BLACK BORDER AND THE WORDS "OFF STREET SHARED USE PATH AHEAD" IN BLACK ON	4	EA	$ 500.00	$ 2,000.00
1790	777	INSTALL SALVAGED "ADOT" SIGN (96") REINSTALL PER ADOT STANDARD DETAIL S-3 (6/16)	1	EA	$ 350.00	$ 350.00
1800	778	INSTALL SALVAGED "NAU" SIGN (54") REINSTALL PER ADOT STANDARD DETAIL S-3 (5/16)	1	EA	$ 350.00	$ 350.00
1810	787	INSTALL 12" SINGLE WHITE LANE STRIPE IN ACCORDANCE WITH ADOT STANDARD 709 (EPOXY).	1,665	LF	$ 5.00	$ 8,325.00
1820	788	INSTALL 6" DOUBLE YELLOW STRIPE IN ACCORDANCE WITH ADOT SPECIFICATION 709 (EPOXY).	348	LF	$ 4.00	$ 1,392.00
1830	789	INSTALL PAVEMENT MARKING ARROW IN ACCORDANCE WITH ADOT STANDARD DETAILS M-10 & M-11. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE (MMA).	51	EA	$ 125.00	$ 6,375.00
1840	790	INSTALL 16" HIGH WHITE ON GREEN FLEXIBLE DELINEATOR (F1GW) PER ADOT DTL M-26.	1	EA	$ 350.00	$ 350.00
1850	791	INSTALL PAVEMENT MARKING LEGEND "ONLY" IN ACCORDANCE WITH ADOT STANDARD DETAILS M-6 & M-11. PAVEMENT MARKINGS WITHIN CITY ROW OR NAU PROPERTY SHALL BE METHYL METHACRYLATE	3	EA	$ 350.00	$ 1,050.00
1860	792	INSTALL 3" x 4' YELLOW FLEXIBLE DELINEATOR (F1Y) PER ADOT DTL M-26.	3	EA	$ 350.00	$ 1,050.00
1870	793	INSTALL 18" WHITE STOP BAR PER ADOT STANDARD DETAIL M2 IN ACCORDANCE WITH ADOT STANDARD SPECIFICATION 709 (EPOXY)	92	LF	$ 4.00	$ 368.00
1880	796	INSTALL 6" WHITE STRIPING CONSISTING OF 10' SEGMENTS WITH 30' GAPS PER ADOT DWG. M-4 IN ACCORDANCE WITH ADOT STANDARD SPECIFICATION 709 (EPOXY)	1,503	LF	$ 4.00	$ 6,012.00
1890	797	INSTALL HIGH-VISIBILITY CROSSWALK MARKING PER ADOT STANDARD DETAIL M2 IN ACCORDANCE WITH ADOT STANDARD SPECIFICATION 709 (EPOXY).	146	LF	$ 5.00	$ 730.00
1900	798	INSTALL 6" WHITE STRIPING (SKIP LINE), 1' SEGMENT WITH 3' GAPS PER ADOT DWG. M-2 IN ACCORDANCE WITH ADOT STANDARD SPECIFICATION 709 (EPOXY)	642	LF	$ 4.00	$ 2,568.00
1910	799	INSTALL CURB MARKINGS FOR RAISED MEDIAN AND ISLANDS PER ADOT DWG. M-1.	3	EA	$ 250.00	$ 750.00
					STRIPING AND SIGNAGE SUBTOTAL :	**$ 166,353.00**

GUARANTEED MAXIMUM PRICE

Project: Beulah Blvd. Extension & University Ave. Realignment - CMAR
Project #: COF# ST3040
Dwgs: SWI Engineering; stamped 8-25-222
Submitted: 11/9/2022

EMC #	Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
MILTON ROAD/UNIVERSITY AVENUE TRAFFIC SIGNAL						
2000	731040	POLE (TYPE R)	4	EA	$ 16,250.00	$ 65,000.00
2010	7310010	POLE (TYPE A)	1	EA	$ 1,400.00	$ 1,400.00
2020	7310320	POLE FOUNDATION (TYPE R)	4	EA	$ 6,750.00	$ 27,000.00
2030	7310200	POLE FOUNDATION (TYPE A)	1	EA	$ 2,500.00	$ 2,500.00
2040	7310610	MAST ARM (50 FT.) (TAPERED)	3	EA	$ 10,925.00	$ 32,775.00
2050		MAST ARM (55 FT.) (TAPERED)	1	EA	$ 11,130.00	$ 11,130.00
2060	7320050	ELECTRICAL CONDUIT (2") (PVC)	9	LF	$ 150.00	$ 1,350.00
2070	7320070	ELECTRICAL CONDUIT (3") (PVC)	1,000	LF	$ 45.00	$ 45,000.00
2080	7320291	ELECTRICAL CONDUIT (4") (PVC)	8	LF	$ 50.00	$ 400.00
2090	7320420	PULL BOX (NO. 7)	3	EA	$ 1,250.00	$ 3,750.00
2100	7320421	PULL BOX (NO. 7 W/ EXTENSION)	1	EA	$ 1,000.00	$ 1,000.00
2110	7320650	CONDUCTORS	1	EA	$ 16,500.00	$ 16,500.00
2120	7330060	TRAFFIC SIGNAL FACE (TYPE F)	10	LS	$ 850.00	$ 8,500.00
2130	7330135	TRAFFIC SIGNAL FACE (TYPE G)	10	EA	$ 1,100.00	$ 11,000.00
2140	7330210	TRAFFIC SIGNAL FACE (PEDESTRIAN)(MAN/HAND)	4	EA	$ 550.00	$ 2,200.00
2150	7330220	PEDESTRIAN PUSH BUTTON	4	EA	$ 3,000.00	$ 12,000.00
2160	7330310	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	16	EA	$ 300.00	$ 4,800.00
2170	7330340	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	8	EA	$ 750.00	$ 6,000.00
2180	7340101	CONTROLLER CABINET (INCLUDES R&R METER/COMBO BBU)	1	EA	$ 35,700.00	$ 35,700.00
2190	7340105	CONTROLLER CABINET FOUNDATION	1	EA	$ 1,850.00	$ 1,850.00
2200	7340115	LOAD CENTER CABINET	1	EA	$ 13,500.00	$ 13,500.00
2210	7340306	LOAD CENTER CABINET FOUNDATION	1	EA	$ 1,500.00	$ 1,500.00
2220	7350030	VIDEO DETECTION SYSTEM	1	EA	$ 50,000.00	$ 50,000.00
2230		EMERGENCY VEHICLE PREEMPTION	1	LS	$ 45,000.00	$ 45,000.00
2240	7360030	LUMINAIRE (HORIZONTAL MOUNT)	4	EA	$ 2,650.00	$ 10,600.00
2250		INTERNALLY ILLUMINATED STREET NAME SIGN	4	EA	$ 2,750.00	$ 11,000.00
2260		PEDESTRIAN SIGNS	14	EA	$ 750.00	$ 10,500.00
2270		TRAFFIC SIGNAL ENGINEERING	1	LS	$ 10,390.00	$ 10,390.00
		MILTON ROAD/UNIVERSITY AVENUE TRAFFIC SIGNAL SUBTOTAL :				**$ 442,345.00**
BEULAH BOULEVARD PEDESTRIAN SIGNAL						
2400	7310130	POLE (TYPE Q) (INCLUDES LUMINAIRE)	2	EA	$ 12,500.00	$ 25,000.00
2410	7310010	POLE (TYPE A)	2	EA	$ 2,250.00	$ 4,500.00
2420	7310310	POLE FOUNDATION (TYPE Q)	2	EA	$ 6,500.00	$ 13,000.00
2430	7310200	POLE FOUNDATION (TYPE A)	2	EA	$ 5,750.00	$ 11,500.00
2440	7310563	MAST ARM (25 FT.) (TAPERED)	2	EA	$ 7,200.00	$ 14,400.00
2450	7320070	ELECTRICAL CONDUIT (3") (PVC)	135	LF	$ 45.00	$ 6,075.00
2460	7320420	PULL BOX (NO. 7)	5	EA	$ 1,250.00	$ 6,250.00
2470	7320650	CONDUCTORS	1	EA	$ 4,500.00	$ 4,500.00
2480	7330135	TRAFFIC SIGNAL FACE (TYPE D)	12	EA	$ 500.00	$ 6,000.00
2490	7330210	TRAFFIC SIGNAL FACE (PEDESTRIAN)(MAN/HAND)	4	EA	$ 500.00	$ 2,000.00
2500	7330220	PEDESTRIAN PUSH BUTTON	4	EA	$ 2,600.00	$ 10,400.00
2510	7330310	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	4	EA	$ 365.00	$ 1,460.00
2520	7330360	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)(MOD)	6	EA	$ 800.00	$ 4,800.00
2530	7340101	CONTROLLER CABINET	1	EA	$ 16,750.00	$ 16,750.00
2540	7340105	CONTROLLER CABINET FOUNDATION	1	EA	$ 2,600.00	$ 2,600.00
2550	7340115	LOAD CENTER CABINET	1	EA	$ 13,000.00	$ 13,000.00
2560	7340306	LOAD CENTER CABINET FOUNDATION	1	EA	$ 1,000.00	$ 1,000.00
2570		PEDESTRIAN SIGNS	12	EA	$ 650.00	$ 7,800.00
2580		WATERBRONE-TYPE II PAVEMENT MARKING (PAINTED) (WHITE)	48	LF	$ 25.00	$ 1,200.00
		BEULAH BOULEVARD PEDESTRIAN SIGNAL SUBTOTAL :				**$ 152,235.00**
LANDSCAPE/IRRIGATION						
		EMC PROVIDED ROCK EX, CONSTRUCTION WATER, SERVICE LINES, SLEEVES	1	LS	$ 9,800.25	$ 9,800.25
2700	1800	4" PERFORATED PVC DRAINAGE PIPE SYSTEM	2,522	LF	$ 29.00	$ 73,138.00
2710	1810	ROCK EXCAVATION, STOCKPILE AND PLACE TOPSOIL FOR PLANTING MEDIUM IN ROCK CUT AREAS	875	CY	$ 33.00	$ 28,875.00
2720	1820	DRYLAND NATIVE SEED (NOT IRRIGATED)	16,613	SF	$ 0.30	$ 4,983.90
2730	1821	DRYLAND NATIVE SEED (IRRIGATED)	60,664	SF	$ 0.25	$ 15,166.00
2740	1822	WETLAND SEED (NOT IRRIGATED)	7,433	SF	$ 0.35	$ 2,601.55
2750	1823	EROSION CONTROL MAT (FOR FILL SLOPE SEEDED AREAS)	10,000	SF	$ 2.50	$ 25,000.00
2760	1830	ROCK MULCH BED W/ SHRUBS AND GROUNDVOVER 3" DEPTH W/ WEED BARRIER (INCLUDES SOIL PREP)	17,916	SF	$ 2.00	$ 35,832.00
2770	1831	ROCK MULCH BED 3" DEPTH W/ WEED BARRIER (NO SHRUBS)	18,306	SF	$ 1.75	$ 32,035.50
2780	1832	MALAPAI BOULDERS (1/2 TON AVERAGE)	150	TN	$ 279.00	$ 41,850.00
2790	1841	ROOT BARRIER SYSTEM	1,184	LF	$ 16.00	$ 18,944.00
2800	1850	CANOPY TREE (2" CALIPER)	86	EA	$ 486.00	$ 41,796.00
2810	1851	EVERGREEN TREE (6' HEIGHT)	12	EA	$ 325.00	$ 3,900.00
2820	1852	ORNAMENTAL TREE (2" CALIPER)	26	EA	$ 430.00	$ 11,180.00
2830	1853	SHRUBS (5 GAL.)	200	EA	$ 35.00	$ 7,000.00
2840	1854	SHRUBS (1 GAL.)	411	EA	$ 15.00	$ 6,165.00
2850	1900	1-1/2" TAP	1	EA	$ 750.00	$ 750.00
2860	1910	CONTROLLER	1	EA	$ 4,200.00	$ 4,200.00
2870	1920	1-1/2" BACKFLOW PREVENTOR	1	EA	$ 4,890.00	$ 4,890.00

GUARANTEED MAXIMUM PRICE

Project: Beulah Blvd. Extension & University Ave. Realignment - CMAR
Project #: COF# ST3040
Dwgs: SWI Engineering; stamped 8-25-222
Submitted: 11/9/2022

EMC #	Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
2880	1921	BACKFLOW PREVENTOR ENCLOSURE	1	EA	$ 2,400.00	$ 2,400.00
2890	1922	TYPE K COPPER SERVICE LINE (METER TO BACKFLOW) 1-1/2"	20	LF	$ 13.00	$ 260.00
2900	1930	1" MASTER VALVE	1	EA	$ 1,205.00	$ 1,205.00
2910	1931	1" FLOW SENSOR	1	EA	$ 1,125.00	$ 1,125.00
2920	1932	BRONZE BALL VALVE	15	EA	$ 300.00	$ 4,500.00
2930	1933	DRIP ZONE VAVLE W/ BOX	18	EA	$ 967.00	$ 17,406.00
2940	1934	SPRAY ZONE VAVLE W/ BOX	11	EA	$ 825.00	$ 9,075.00
2950	1935	CONTROL WIRE (14G)	28,024	LF	$ 0.70	$ 19,616.80
2960	1935	COMMON WIRE (12G)	7,500	LF	$ 0.80	$ 6,000.00
2970	1936	4" SCH 40 PVC SLEEVE	2,000	LF	$ 15.00	$ 30,000.00
2980	1937	SCHEDULE 40 PVC MAINLINE INCLUDE TRACER WIRE 1-1/2"	7,125	LF	$ 8.50	$ 60,562.50
2990	1938	SCHEDULE 40 PVC LATERAL - 1"	5,213	LF	$ 5.00	$ 26,065.00
3000	1939	MULTIPORT EMITTERS	1,000	EA	$ 28.30	$ 28,300.00
3010	1940	TREE BUBBLERS	26	EA	$ 38.00	$ 988.00
3020	1941	POP UP SPRAY HEADS W/ JOINT	228	EA	$ 51.00	$ 11,628.00
3030	1942	QUICK COUPLER	7	EA	$ 375.00	$ 2,625.00
3040	1943	FLUSH END CAPS W/ BOX	29	EA	$ 53.00	$ 1,537.00
					LANDSCAPE/IRRIGATION SUBTOTAL :	**$ 591,400.50**
WATER DISTRIBUTION SYSTEM						
3200	304.1	INSTALL 8" C900 WATERLINE - FULLY RESTRAINED	2,391	LF	$ 105.00	$ 251,055.00
3210	304.3	INSTALL 8" C900WATERLINE	1,172	LF	$ 90.00	$ 105,480.00
3220	302	INSTALL NEW WATER SERVICE WITH METER BOX	11	EA	$ 2,005.00	$ 22,055.00
3230	304.2	INSTALL 10" C900 WATERLINE PER ADOT SPECS SLURRY BACKFILL - FULLY RESTRAINED	51	LF	$ 195.00	$ 9,945.00
3240	305.4	INSTALL 8" C900 WATERLINE PER ADOT SPECS SLURRY BACKFILL - FULLY RESTRAINED	49	LF	$ 175.00	$ 8,575.00
3250	305.5	INSTALL 8" C900 WATERLINE PER ADOT SPECS SLURRY BACKFILL	147	LF	$ 160.00	$ 23,520.00
3260	310.1	INSTALL 8", 22.5 DEG; JOINT RESTRAINTS	2	EA	$ 650.00	$ 1,300.00
3270	310.2	INSTALL 8", 11.25 DEG; JOINT RESTRAINTS	4	EA	$ 650.00	$ 2,600.00
3280	310.5	INSTALL 8", 22.5 DEG; JOINT RESTRAINTS	6	EA	$ 650.00	$ 3,900.00
3290	311.1	INSTALL 1" AIR RELEASE VALVE	6	EA	$ 2,950.00	$ 17,700.00
3300	312	INSTALL 8” GATE VALVE	7	EA	$ 2,350.00	$ 16,450.00
3310	312.1	INSTALL 8” GATE VALVE	14	EA	$ 2,350.00	$ 32,900.00
3320	312.2	INSTALL 10” GATE VALVE	1	EA	$ 2,550.00	$ 2,550.00
3330	312.3	INSTALL 6” GATE VALVE	1	EA	$ 1,950.00	$ 1,950.00
3340	313	INSTALL 8", 90 DEG	1	EA	$ 750.00	$ 750.00
3350	315	INSTALL 8", 22.5 DEG	1	EA	$ 750.00	$ 750.00
3360	323	REINSTALL REDUCED BACKFLOW PREVENTION ASSEMBLY AND HOT BOX.	1	EA	$ 1,750.00	$ 1,750.00
3370	324	INSTALL NEW 2" WATER SERVICE LINE PER C.O.F. STD. DTL. 9-03-070 ON DWG DT01	1	EA	$ 550.00	$ 550.00
3380	328	INSTALL NEW WATER SERVICE WITH METER BOX	1	EA	$ 1,880.00	$ 1,880.00
3390	331	INSTALL 8"x6" REDUCER DIP CLASS 250, WITH JOINT RESTRAINTS	2	EA	$ 900.00	$ 1,800.00
3400	333.1	INSTALL 8"x10" TEE DIP CLASS 250, WITH JOINT RESTRAINTS	1	EA	$ 950.00	$ 950.00
3410	333.11	INSTALL 8"x6" TEE DIP CLASS 250, WITH JOINT RESTRAINTS	4	EA	$ 950.00	$ 3,800.00
3420	333.12	INSTALL 8"x8" TEE DIP CLASS 250, WITH JOINT RESTRAINTS	4	EA	$ 900.00	$ 3,600.00
3430	333.2	INSTALL 8"x8" TEE DIP CLASS 250, WITH JOINT RESTRAINTS	5	EA	$ 950.00	$ 4,750.00
3440	341.1	CONNECT NEW 8" WATERLINE TO EXT 8"	4	EA	$ 950.00	$ 3,800.00
3450	341.11	CONNECT EXISTING WAERLINE TO NEW TEE	5	EA	$ 750.00	$ 3,750.00
3460	341.2	CONNECT NEW 8" WATERLINE TO EXT 6"	2	EA	$ 950.00	$ 1,900.00
3470	341.3	CONNECT NEW 10" WATERLINE	1	EA	$ 1,025.00	$ 1,025.00
3480	360	INSTALL FIRE HYDRANT ASSEMBLY	7	EA	$ 6,750.00	$ 47,250.00
3490	360.1	INSTALL FIRE HYDRANT ASSEMBLY SLURRY BACKFILL PER ADOT	1	EA	$ 6,950.00	$ 6,950.00
3500	361	INSTALL FIRE HYDRANT ASSEMBLY PER M.A.G STD. DTL. 360-3 EXCLUDE HYDRANT	1	EA	$ 1,850.00	$ 1,850.00
3510	363	INSTALL 8"x8" TEE DIP CLASS 250, WITH JOINT RESTRAINTS	1	EA	$ 750.00	$ 750.00
3520	365	ADJUST EXISTING WATER VALVE COVER TO FINISH GRADE PER C.O.F. STD. DTL. 9-03-060 ON SHEET DT01.	8	EA	$ 975.00	$ 7,800.00
3530	366	CONSTRUCT 8” DIP CLASS 350 RESTRAINED WATER VERTICAL REALIGNMENT	2	EA	$ 3,500.00	$ 7,000.00
3540	368.2	CONSTRUCT 10” DIP CLASS 350 RESTRAINED WATER VERTICAL REALIGNMENT	1	EA	$ 4,350.00	$ 4,350.00
3550	369	CONSTRUCT 8” DIP CLASS 350 RESTRAINED WATER VA (4 - 45DEG)	4	EA	$ 3,500.00	$ 14,000.00
3560	369.1	CONSTRUCT 8” DIP CLASS 350 RESTRAINED WATER VA (2 - 45DEG)	1	EA	$ 2,750.00	$ 2,750.00
3570	390	INSTALL END OF LINE TEMPORARY BLOWOFF	3	EA	$ 2,950.00	$ 8,850.00
					WATER DISTRIBUTION SYSTEM SUBTOTAL :	**$ 632,585.00**
SEWER COLLECTION SYSTEM						
3700	401.2	INSTALL 8" SEWER MAIN	238	LF	$ 85.00	$ 20,230.00
3710	401.4	INSTALL 8" SEWER MAIN - ADOT SLURRY BACKFILL	948	LF	$ 160.00	$ 151,680.00
3720	404	INSTALL EXTRA PROTECTION MAG 404	1	EA	$ 950.00	$ 950.00
3730	414	CONNECT OLD SEWER SERVICE TO NEW MANHOLE	1	EA	$ 1,350.00	$ 1,350.00
3740	420	INSTALL 48" DIA. SEWER PRE-CAST (WATER-TIGHT) MANHOLE	3	EA	$ 6,850.00	$ 20,550.00
3750	420.1	INSTALL 48" DIA. SEWER PRE-CAST (WATER-TIGHT) MANHOLE	3	EA	$ 7,250.00	$ 21,750.00
3760	420.2	INSTALL 60" DIA. SEWER PRE-CAST (WATER-TIGHT) MANHOLE	2	EA	$ 7,500.00	$ 15,000.00
3770	420.2	INSTALL 60" DIA. SEWER PRE-CAST (WATER-TIGHT) MANHOLE	5	EA	$ 7,500.00	$ 37,500.00
3780	422	ADJUST EXT MANHOLE F&C PER M.A.G. 422 AND PER C.O.F. 9-03-062.	10	EA	$ 1,250.00	$ 12,500.00
3790	423	CONNECT EXISTING SEWER TO NEW MANHOLE	1	EA	$ 1,450.00	$ 1,450.00
3800	427	INSTALL CAP AND BLOCK ON SANITARY SEWER	3	EA	$ 750.00	$ 2,250.00
3810	428	INSTALL 8" SEWER MAIN STUB	190	LF	$ 85.00	$ 16,150.00

GUARANTEED MAXIMUM PRICE

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Dwgs: SWI Engineering; stamped 8-25-222
Submitted: 11/9/2022

EMC #	Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
3820	440	INSTALL 6" SERVICE & CONNECTION; "S" TOC MARKING	1	EA	$ 1,250.00	$ 1,250.00
					SEWER COLLECTION SYSTEM SUBTOTAL :	**$ 302,610.00**
STORM DRAINAGE						
4000	271	INSTALL ELEVATED CLEANOUT PER M.A.G. STD. DTL. 440-3.	4	EA	$ 950.00	$ 3,800.00
4010	511	INSTALL 12" DIA SMOOTH SRP (14 GA.) PER M.A.G. 510 AND SPEC. SECTION 621	18	LF	$ 90.00	$ 1,620.00
4020	501.1	CONSTRUCT U TYPE HEADWALL PER M.A.G. STD. DETAIL. 501.	2	EA	$ 6,700.00	$ 13,400.00
4030	511.1	INSTALL 18" DIA SMOOTH SRP (14 GA.)	592	LF	$ 115.00	$ 68,080.00
4040	511.2	INSTALL 24" DIA SMOOTH SRP (14 GA.)	829	LF	$ 128.00	$ 106,112.00
4050	511.3	INSTALL 30" DIA SMOOTH SRP	838	LF	$ 235.00	$ 196,930.00
4060	511.5	INSTALL 48" DIA SMOOTH SRP (14 GA.)	38	LF	$ 735.00	$ 27,930.00
4070	512.1	INSTALL 18" DIA RGRCP (CLASS 5)	49	LF	$ 165.00	$ 8,085.00
4080	512.2	INSTALL 24" DIA RGRCP (CLASS 5)	562	LF	$ 195.00	$ 109,590.00
4090	512.3	INSTALL 30" DIA RGRCP (CLASS 5)	103	LF	$ 205.00	$ 21,115.00
4100	520	INSTALL 48" DIA. STORM DRAIN MANHOLE	7	EA	$ 6,950.00	$ 48,650.00
4110	521	INSTALL 60" DIA. STORM DRAIN MANHOLE	14	EA	$ 8,950.00	$ 125,300.00
4120	523	CONSTRUCT TYPE "C" CATCH BASIN PER M.A.G. STD. DETAIL 532.	1	EA	$ 8,550.00	$ 8,550.00
4130	527	INSTALL CAP ON STORM DRAIN, FOR FUTURE USE.	1	EA	$ 1,250.00	$ 1,250.00
4140	530	CONSTRUCT TYPE "A" CATCH BASIN PER M.A.G. STD. DETAIL 530	8	EA	$ 6,950.00	$ 55,600.00
4150	532.1	INSTALL CONTECH HEL-COR TEE (30"x36"x48").	1	EA	$ 2,560.00	$ 2,560.00
4160	533	CONSTRUCT TYPE "D" CATCH BASIN PER M.A.G. STD. DETAIL 533-1., 3' WING	4	EA	$ 6,950.00	$ 27,800.00
4170	533.1	CONSTRUCT TYPE "D" CATCH BASIN PER M.A.G. STD. DETAIL 533-1.,DUAL 3' WINGS	3	EA	$ 7,550.00	$ 22,650.00
4180	533.6	CONSTRUCT TYPE "D" CATCH BASIN PER M.A.G. STD. DETAIL 533-1., DUAL 6' WING	2	EA	$ 8,750.00	$ 17,500.00
4190	534	CONSTRUCT TYPE "E" CATCH BASIN PER M.A.G. STD. DETAIL 534	1	EA	$ 7,950.00	$ 7,950.00
4200	535	INSTALL 4" PERFORATED HDPE UNDERDRAIN PIPE AND CLEANOUTS PER PLAN PER DETAIL '17' ON SHEET D	206	EA	$ 55.00	$ 11,330.00
4210	535.1	INSTALL 4" SOLID HDPE DRAIN PIPE AND CLEANOUTS PER PLAN PER DETAIL '17' ON SHEET DR01.	79	EA	$ 75.00	$ 5,925.00
4220	537	CONSTRUCT TYPE "G" CATCH BASIN PER M.A.G. STD. DETAIL 537.	1	EA	$ 8,750.00	$ 8,750.00
4230	576	CONNECT 48" STORM DRAIN PIPE TO EXISTING STORM DRAIN.	1	EA	$ 1,750.00	$ 1,750.00
4240	743	INSTALL 18" DIA SMOOTH SRP (14 GA.) ADOT - SLURRY BACKFILL	77	LF	$ 205.00	$ 15,785.00
4250	744	INSTALL 24" DIA SMOOTH SRP (14 GA.) ADOT - SLURRY BACKFILL	147	LF	$ 225.00	$ 33,075.00
					STORM DRAINAGE SUBTOTAL :	**$ 951,087.00**
DRY UTILITIES						
4500		APS ELECTRIC & SHARED DRY UTIL (1 - 2.5" DB120; TRENCH S)	1,450	LF	$ 42.00	$ 60,900.00
4510		SUDDENLINK CABLE (ASSUME (2) 2" PVC SCH 40 PVC - FACILITIES IN APS TRENCH)	6,800	LF	$ 15.00	$ 102,000.00
4520		CENTURYLINK COMM (ASSUME (2) 4" SCH 40 PVC - FACILITIES IN APS TRENCH)	6,800	LF	$ 18.00	$ 122,400.00
4530		UNISOURCE GAS TRENCHING AND BACKFILL ONLY	2,600	LF	$ 18.00	$ 46,800.00
4540	784	INSTALL ADOT NO. 7 PULL BOX	12	EA	$ 1,250.00	$ 15,000.00
4550	785	INSTALL (2) 3 INCH DIA. SCHEDULE 80 PVC CONDUIT PER C.O.F. ENGINEERING STANDARDS SECTION 13-16-(	890	LF	$ 45.00	$ 40,050.00
4560	786	INSTALL (1) 2 INCH DIA. SCHEDULE 80 PVC CONDUIT PER C.O.F. ENGINEERING STANDARDS SECTION 13-16-(	40	LF	$ 40.00	$ 1,600.00
4570	801	INSTALL COF NO. 9 PULL BOX PER C.O.F. STD. DTL. 16-03-010	8	EA	$ 7,800.00	$ 62,400.00
4580	802	INSTALL (2 - 4" SCH 80 WITH SWEEPS) - FIBER OPTIC	3,612	LF	$ 48.00	$ 173,376.00
					DRY UTILITIES SUBTOTAL :	**$ 624,526.00**
					CITY TRANSPORTATION SCOPE SUBTOTAL :	**$ 9,726,618.50**

WATER SERVICES - SEWER OVERSIZING AND EXTENSION SCOPE PLUS WATER UPSIZE						
WATER COLLECTION UPSIZING						
4700	304.3	UPSIZE PIPE FROM 8" TO 12" WATER WITH C.O.F. TRENCHING AND BACKFILL	1,712	LF	$ 53.00	$ 90,736.00
4710	305.5	UPSIZE PIPE FROM 8" TO 12" WATER WITH ADOT TRENCHING AND BACKFILL	147	LF	$ 115.00	$ 16,905.00
4720	305.5	UPSIZE PIPE FROM 10" TO 12" WATER WITH ADOT TRENCHING AND BACKFIL	384	LF	$ 115.00	$ 44,160.00
4730	310.1	UPSIZE 8" 22.50 DEG. HORIZONTAL BEND TO 12"	2	EA	$ 750.00	$ 1,500.00
4740	310.2	UPSIZE 8" 11.25 DEG. HORIZONTAL BEND TO 12"	4	EA	$ 1,650.00	$ 6,600.00
4750	310.4	UPSIZE 10" 45 DEG. HORIZONTAL BEND TO 12"	2	EA	$ 750.00	$ 1,500.00
4760	312	UPSIZE 8" GATE VALVE TO 12"	7	EA	$ 1,950.00	$ 13,650.00
4770	312	UPSIZE 10" GATE VALVE TO 12"	3	EA	$ 750.00	$ 2,250.00
4780	313.1	UPSIZE 10" 90 DEG. HORIZONTAL BEND TO 12"	1	EA	$ 950.00	$ 950.00
4790	330.1	ADD REDUCER FROM 12" TO 8"; 12" X 8" REDUCERS	1	EA	$ 750.00	$ 750.00
4800	333.1	UPSIZE 8" X 10" TEE TO 12" X 10" TEE	1	EA	$ 1,225.00	$ 1,225.00
4810	333.1	UPSIZE 10" X 10" TEE TO 12" X 10" TEE	1	EA	$ 750.00	$ 750.00
4820	333.2	UPSIZE 8" X 8" TEE TO 12" X 8" TEE	5	EA	$ 1,650.00	$ 8,250.00
4830	333.2	UPSIZE 10" X 8" TEE TO 12" X 8" TEE	2	EA	$ 1,150.00	$ 2,300.00
4840	363	UPSIZE 8" X 8" TEE TO 12" X 8" TEE & CONNECT EXT 8"	1	EA	$ 1,850.00	$ 1,850.00
4850	369	UPSIZE 8" VERTICAL RELIGNMENT TO 12" VERTICAL REALIGNMENT	4	EA	$ 1,850.00	$ 7,400.00
4860	369.1	UPSIZE 8" VERTICAL RELIGNMENT TO 12" VERTICAL REALIGNMENT	1	EA	$ 1,850.00	$ 1,850.00
4870	369.1	UPSIZE UPSIZE 10" VERTICAL RELIGNMENT TO 12" VERTICAL REALIGNMENT	2	EA	$ 1,250.00	$ 2,500.00
					WATER COLLECTION UPSIZING SUBTOTAL :	**$ 205,126.00**

GUARANTEED MAXIMUM PRICE

Project: Beulah Blvd. Extension & University Ave. Realignment - CMAR
Project #: COF# ST3040
Dwgs: SWI Engineering; stamped 8-25-222
Submitted: 11/9/2022

EMC #	Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
SEWER COLLECTION UPSIZING						
5000	400.4	12" DIP SEWER MAIN	354	LF	$ 180.00	$ 63,720.00
5010	401.4	UPSIZE FROM 8" TO 12" PVC SEWER MAIN.	948	LF	$ 95.00	$ 90,060.00
5020	401.4	12" PVC SDR 35 ADOT; SLURRY BACKFILL	293	LF	$ 118.00	$ 34,574.00
5030	420.2	UPSIZE 48" MH TO 60" MH	3	EA	$ 2,750.00	$ 8,250.00
5040	423	CONNECT EXT SEWER TO NEW MANHOLE	1	EA	$ 1,450.00	$ 1,450.00
5050	441	INSTALL SEWER CLEANOUT PER MAG 441	1	EA	$ 950.00	$ 950.00
					SEWER COLLECTION UPSIZING SUBTOTAL :	**$ 199,004.00**
					WATER SERVICES - SEWER OVERSIZING AND EXTENSION SCOPE PLUS WATER UPSIZE SUBTOTAL :	**$ 404,130.00**

PEDESTRIAN UNDERPASS SCOPE						
DEMOLITION						
5200	101	SAWCUT EXISTING PAVEMENT	948	LF	$ 3.00	$ 2,844.00
5210	102	REMOVE EXISTING AC PAVEMENT	27,431	SY	$ 1.00	$ 27,431.00
5220	103	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB	618	LF	$ 3.00	$ 1,854.00
5230	113	REMOVE AND DISPOSE OF EXISTING VB&C	1	EA	$ 185.00	$ 185.00
5240	115	REMOVE EXISTING WATER LINE PER COF 13-09-03-007(G) AND MAG 350	210	LF	$ 25.00	$ 5,250.00
5250	123	REMOVE AND DISPOSE OF EXISTING SEWER MAIN PER MAG 350	126	LF	$ 45.00	$ 5,670.00
5260	123.9	REMOVE EXISTING WATER LINE PER MAG 350	269	LF	$ 30.00	$ 8,070.00
5270	150	REMOVE AND DISPOSE OF EXISTING TREE AND ROOTBALL	9	EA	$ 750.00	$ 6,750.00
5280	158	REMOVE MONUMENT SIGN (Not Relocating!)	1	EA	$ 750.00	$ 750.00
					DEMOLITION SUBTOTAL :	**$ 58,804.00**
UNDERPASS INSTALL						
5500		EXCAVATION (INCLUDES ROCK)	4,300	CY	$ 58.00	$ 249,400.00
5505		EXPORT (INCLUDES HAULING FOR 30 MIN ROUND NO DUMP FEES)	4,945	LCY	$ 9.00	$ 44,505.00
5510	200C	CONSTRUCT AC SECTION (4"\12") DETAIL 3 ON DT03 (TARGET PL;(Assumed to be 4" AC; if match existing sections are diferent, CMAR reserves rights to submit for additional costs)	1,136	SY	$ 75.00	$ 85,200.00
5520	222B	CONSTRUCT SINGLE CURB TYPE 'B' AND DETAIL 7 ON DWG DT03	483	LF	$ 28.00	$ 13,524.00
5530	255	INSTALL UNDERPASS (STRUC SLABS, TOPPER SLAB; SOIL NAIL; NIGHT WORK COSTS)	1	EA	$ 348,690.00	$ 348,690.00
5540	256.1	SOIL NAIL WALL PER PRINTZ ENGINEERING (EAST & WEST RAMP RETAINING WALLS)	1	LS	$ 750,300.00	$ 750,300.00
5550	256.2	RETAINING WALLS PER SIRIUS STRUCTURES	1	LS	$ 361,910.00	$ 361,910.00
5560	257	CONSTRUCT STAIR (EAST SIDE ONLY)	1	EA	$ 56,300.00	$ 56,300.00
5570	258	CONSTRUCT UNDERPASS ADA RAMP	1	EA	$ 22,000.00	$ 22,000.00
5580	633	PAINT 4" WHITE PARKING STRIPE	445	LF	$ 3.00	$ 1,335.00
5590	711	CONSTRUCT AC SECTION 6" AC \ 10" AB; DTL 1.1 ON DT03 (Assumed to be 6" AC; if match existing sections are diferent, CMAR reserves rights to submit for additional costs)	742	SY	$ 95.00	$ 70,490.00
5600	753	CONSTRUCT CONCRETE SIDWALK PER ADOT	1,392	SF	$ 15.00	$ 20,880.00
5610	-	PRECAST ARCH UNITS 20X12 UNDERPASS (115 LF)	1	LS	$ 215,000.00	$ 215,000.00
5620	-	PRECAST ARCH FOUNDATION (115 LF)	1	LS	$ 118,000.00	$ 118,000.00
5630	-	PRECAST HEADWALLS WITH HARDWARE	1	LS	$ 24,000.00	$ 24,000.00
5640		ADOT BARRIER (MOMENT SLAB ONLY)	2	EA	$ 13,445.00	$ 26,890.00
5650		ADOT RAILING	44	LF	$ 650.00	$ 28,600.00
5660		2.5" SCH. 40 PVC CONDUIT	1	LS	$ 1,750.00	$ 1,750.00
5670	-	100AMP, 120/240V, 1-PHASE, 3 WIRE ELECTRICAL SERVICE ENTRANCE SECTION, INCLUDING BREAKERS AND LIGHTING CONTROL EQUIPMENT	1	EA	$ 13,500.00	$ 13,500.00
5680	-	UNDERPASS CCTV CAMERAS	2	EA	$ 8,500.00	$ 17,000.00
5690	-	#5 CONCRETE PULL BOX	2	EA	$ 2,400.00	$ 4,800.00
5700	-	UNDERPASS LIGHT FIXTURE	20	EA	$ 950.00	$ 19,000.00
5710	-	UNDERPASS ENTRY LIGHT FIXTURE	2	EA	$ 1,700.00	$ 3,400.00
5720	-	TUNNEL WIRE & CONDUIT TO SES	1	LS	$ 12,000.00	$ 12,000.00
					UNDERPASS INSTALL SUBTOTAL :	**$ 2,508,474.00**
LANDSCAPE/HARDSCAPE/IRRIGATION						
5800		EMC - ROCK EX, CONSTRUCTION WATER, SERVICE LINE, SLEEVES	1	LS	$ 7,350.00	$ 7,350.00
5810	3700	1' WIDE CONCRETE WALL W/ STONE CAP (UNDER 5' HEIGHT) - *INCLUDED ABOVE*	1,425	SF	$ -	$ -
5820	3701	TALL STRUCTURAL CONCRETE WALL PATTERNING ALLOWANCE - *INCLUDED ABOVE*	1	LS	$ -	$ -
5830	3710	STANDARD GRAY CONCRETE FLATWORK (4" CONCRETE OVER 3" ABC) - *INCLUDED ABOVE*	3,970	SF	$ -	$ -
5840	3713	STANDARD GRAY CONCRETE THICKENED EDGE (2' TALL MAX.) - *INCLUDED ABOVE*	150	LF	$ -	$ -
5850	3714	STANDARD GRAY CONCRETE STEPS - *INCLUDED ABOVE*	280	SF	$ -	$ -
5860	3715	STANDARD GRAY CONCRETE SEAT PLATFORM W/ STONE CAP	40	SF	$ 195.00	$ 7,800.00
5870	3720	MONUMENT COLUMN	1	EA	$ 18,940.00	$ 18,940.00
5880	3730	STAIR AND RAMP RAILING	581	LF	$ 44.00	$ 25,564.00
5890	3731	GUARDRAIL	748	LF	$ 65.00	$ 48,620.00
5900	3750	INSET WALL LIGHTS	31	EA	$ 350.00	$ 10,850.00
5910	3810	STOCKPILE AND PLACE TOPSOIL FOR PLANTING MEDIUM IN ROCK CUT AREAS	15	CY	$ 85.00	$ 1,275.00
5920	3830	ROCK MULCH BED W/ SHRUBS AND GROUNDVOVER 3" W/ WEED BARRIER	4,514	SF	$ 4.50	$ 20,313.00
5930	3832	MALAPAI BOULDERS (1/2 TON AVERAGE)	9	TON	$ 400.00	$ 3,600.00
5940	3850	CANOPY TREE (2" CALIPER)	2	EA	$ 510.00	$ 1,020.00
5950	3852	ORNAMENTAL TREE (2" CALIPER)	7	EA	$ 455.00	$ 3,185.00
5960	3853	SHRUBS (5 GAL.)	68	EA	$ 40.00	$ 2,720.00
5970	3854	SHRUBS (1 GAL.)	170		$ 22.00	$ 3,740.00

GUARANTEED MAXIMUM PRICE

Project: Beulah Blvd. Extension & University Ave. Realignment - CMAR
Project #: COF# ST3040
Dwgs: SWI Engineering; stamped 8-25-222
Submitted: 11/9/2022

EMC #	Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
5980	3901	DRIP ZONE VAVLE W/ BOX	2	EA	$ 1,000.00	$ 2,000.00
5990	3903	CONTROL WIRE (14G)	276	EA	$ 1.00	$ 276.00
6000	3904	4" SCH 40 PVC SLEEVE	500	LF	$ 15.00	$ 7,500.00
6010	3905	SCHEDULE 40 PVC MAINLINE 1-1/2"	46	LF	$ 15.00	$ 690.00
6020	3906	SCHEDULE 40 PVC LATERAL - 3/4"	2,132	LF	$ 6.00	$ 12,792.00
6030	3907	MULTIPORT EMITTERS	15	EA	$ 36.00	$ 540.00
6040	3910	QUICK COUPLER	1	EA	$ 400.00	$ 400.00
6050	3911	FLUSH END CAPS W/ BOX	13	EA	$ 58.00	$ 754.00
		LANDSCAPE/HARDSCAPE/IRRIGATION SUBTOTAL :				**$ 179,929.00**
WATER DISTRIBUTION SYSTEM						
6100	305.5	INSTALL 10" WATERLINE ADOT - SLURRY BACKFILL	384	LF	$ 185.00	$ 71,040.00
6110	310.4	INSTALL 10", 45 DEG	2	EA	$ 1,850.00	$ 3,700.00
6120	312	INSTALL 10" GATE VALVE WITH CLASS 250	3	EA	$ 2,550.00	$ 7,650.00
6130	312.1	INSTALL 8" GATE VALVE WITH CLASS 250	2	EA	$ 2,350.00	$ 4,700.00
6140	312.2	INSTALL 10" GATE VALVE WITH CLASS 250	1	EA	$ 2,650.00	$ 2,650.00
6150	313.1	INSTALL 10", 90 DEG	1	EA	$ 1,250.00	$ 1,250.00
6160	333.1	INSTALL 10"x 10" TEE DIP CLASS 250	1	EA	$ 1,950.00	$ 1,950.00
6170	333.2	INSTALL 10"x 8" TEE DIP CLASS 250	2	EA	$ 1,850.00	$ 3,700.00
6180	341.4	CONNECT TO EXISTING 10" WATERLINE. USE RESTAINED FITTINGS	1	EA	$ 1,550.00	$ 1,550.00
6190	341.5	CONNECT TO EXISTING 8" WATERLINE. USE RESTAINED FITTINGS	2	EA	$ 1,250.00	$ 2,500.00
6200	369.1	CONSTRUCT 10" DIP CLASS 350 RESTRAINED WATER MAIN VERTICAL REALIGNMENT	2	EA	$ 6,500.00	$ 13,000.00
		WATER DISTRIBUTION SYSTEM SUBTOTAL :				**$ 113,690.00**
SEWER COLLECTION SYSTEM						
6300	401.3	INSTALL 10" SEWER MAIN	330	LF	$ 115.00	$ 37,950.00
6310	404	INSTALL EXTRA PROTECTION PER M.A.G. STD. DTL. 404.	1	EA	$ 950.00	$ 950.00
6320	420	INSTALL 48" DIA. SEWER PRE-CAST (WATER-TIGHT) MANHOLE	2	EA	$ 7,250.00	$ 14,500.00
		SEWER COLLECTION SYSTEM SUBTOTAL :				**$ 53,400.00**
STORM DRAINAGE						
6400	512.1	INSTALL 18" DIA RGRCP (CLASS 5)	126	LF	$ 165.00	$ 20,790.00
6410	537	CONSTRUCT TYPE "G" CATCH BASIN PER M.A.G. STD. DETAIL 537.	3	EA	$ 6,750.00	$ 20,250.00
6420	563	INSTALL TRENCH DRAIN K100-KLASSIKDRAIN-LOAD CLASS A	57	LF	$ 105.00	$ 5,985.00
6430	575	CONSTRUCT PUMP ASSEMBLY PER DETAIL ON UP02	1	EA	$ 64,250.00	$ 64,250.00
		STORM DRAINAGE SUBTOTAL :				**$ 111,275.00**
		PEDESTRIAN UNDERPASS SCOPE SUBTOTAL :				**$ 3,025,572.00**
MOUNTAIN LINE SCOPE						
STREET WORK						
6500	150	REMOVE AND DISPOSE OF EXISTING TREE AND ROOTBALL PER M.A.G. SPEC. SEC. 350	9	EA	$ 750.00	$ 6,750.00
6510	200A	CONSTRUCT AC SECTION 6" \ 10"; DT03 - DTL 1	2,702	SY	$ 78.00	$ 210,756.00
6520	290	CONSTRUCT CONCRETE TURN DOWN PER DETAIL 11 ON THIS SHEET. INSTALL SALVAGED RAILING FROM EX	92	LF	$ 15.00	$ 1,380.00
6530	291	INSTALL 6' - 10" W X 25' - 8" L CONCRETE PAD AND SHELTER STOP LAYOUT PER EXHIBIT H-FIGURE 3, SHOW	176	SF	$ 18.00	$ 3,168.00
6540	292	INSTALL SALVAGED BUS SHELTER FROM EXISTING BUS STOP.	1	EA	$ 3,500.00	$ 3,500.00
6550	293	INSTALL NO TRESPASSING SIGN, NO PARKING/ROUTE SIGN, PEAK HOURS SIGN, AND NO SMOKING SIGN.	1	EA	$ 550.00	$ 550.00
6560	294	INSTALL CONCRETE PAD EXHIBIT H-FIGURE 3	720	SF	$ 18.00	$ 12,960.00
6570	668	INSTALL WHITE PREFORMED PAVEMENT MARKING "BUS ONLY" TYPE I PER ADOT DWGS	6	EA	$ 450.00	$ 2,700.00
6580	674	INSTALL "BUS LANE AHEAD" SIGN (R3-12f) PER MUTCD.	2	EA	$ 500.00	$ 1,000.00
6590	675	INSTALL "BUS LANE ENDS" SIGN (R3-12g) PER MUTCD.	2	EA	$ 500.00	$ 1,000.00
		STREET WORK SUBTOTAL :				**$ 243,764.00**
		MOUNTAIN LINE SCOPE SUBTOTAL :				**$ 243,764.00**
MISCELLANEOUS						
7000		MOBILIZATION	1.00	LS	$ 145,000.00	$ 145,000.00
7010		SURVEY & STAKING	1.00	LS	$ 225,000.00	$ 225,000.00
7020		SWPPP INSTALLATION & MAINTENANCE	1.00	LS	$ 35,000.00	$ 35,000.00
7030		TRAFFIC CONTROL & MAINTENACE	1.00	LS	$ 250,000.00	$ 250,000.00
7040		AS-BUILTS\RECORD DRAWINGS	1.00	LS	$ 17,500.00	$ 17,500.00
7050		PUBLIC RELATIONS	1.00	LS	$ 95,000.00	$ 95,000.00
7060		TRENCH ROCK EXCAVATION	1.00	LS	$ 550,000.00	$ 550,000.00
7070		UNSUITABLE MATERIAL FOR UTILITY TRENCHES	250	CY	$ 75.00	$ 18,750.00
7080		SUBGRADE STABILIZATION	1,000	SY	$ 35.00	$ 35,000.00
7090		TEMP AC PATCH	2,000	SY	$ 85.00	$ 170,000.00
					MISCELLANEOUS SUBTOTAL :	**$ 1,541,250.00**
					Cost of Work Subtotal:	**$ 14,941,334.50**
GENERAL CONDITIONS						
9000	PE	PROJECT EXECUTIVE	6.00	MO	$ 10,000.00	$ 60,000.00
9010	PM	PROJECT MANAGER	18.00	MO	$ 9,750.00	$ 175,500.00

City of Flagstaff, AZ
211 W Aspen Ave.
Flagstaff, AZ 86001

Eagle Mountain Construction
3100 N Caden Ct.
Flagstaff, AZ 86004

GUARANTEED MAXIMUM PRICE

Project: Beulah Blvd. Extension & University Ave. Realignment - CMAR
Project #: COF# ST3040
Dwgs: SWI Engineering; stamped 8-25-222
Submitted: 11/9/2022

EMC #	Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
9020	GS	GENERAL SUPERINTENDENT	12.00	MO	$ 8,750.00	$ 105,000.00
9030	PS	PROJECT SUPERINTENDENT	24.00	MO	$ 7,750.00	$ 186,000.00
9040	GF	GENERAL FOREMAN	24.00	MO	$ 5,500.00	$ 132,000.00
9050	8TPU	SUPER PICK-UP TRUCK	24.00	MO	$ 1,250.00	$ 30,000.00
9060	PA	PROJECT ADMIN	18.00	MO	$ 2,500.00	$ 45,000.00
9070	Lab	CLEAN UP, SNOW REMOVAL & MAKE SAFE LABOR	16.00	MO	$ 3,100.00	$ 49,600.00
9080	2C1001	CONSTUCTION WATER	3,500	MGAL	$ 4.00	$ 14,000.00
9090	8TWT 4K	4,000 GA WATER TRUCK	2,400	HR	$ 25.00	$ 60,000.00
9100	T03	DRIVER - WATER TRUCK	2,400	MH	$ 28.00	$ 67,200.00
9110	2CONEX	OFFICE, STORAGE & SITE FACILITIES	24.00	MO	$ 3,850.00	$ 92,400.00
9120	9Y0021	TEMP TOILETS (2 EA)	24.00	MO	$ 850.00	$ 20,400.00
9130	8BH420	SITE EQUIPMENT	24.00	MO	$ 5,000.00	$ 120,000.00
9140	3*LH	PPE SAFETY SUPPLIES	1.00	LS	$ 2,500.00	$ 2,500.00
9150	3*LH	PUNCH LIST & DEMOB	1.00	LS	$ 10,000.00	$ 10,000.00
					GENERAL CONDITIONS SUBTOTAL :	**$ 1,169,600.00**

BEULAH & UNIVERSITY CMAR SUMMARY

ITEM	DESCRIPTION		TOTAL
1	COST OF WORK		$ 14,941,334.50
2	GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)	7.83%	$ 1,169,600.00
3	**SUBTOTAL #1 - Cost of the Work + GC's**		**$ 16,110,934.50**
4	CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)	8.00%	$ 1,288,874.76
5	**SUBTOTAL #2 - Cost of the Work + GC's + Fee**		**$ 17,399,809.26**
6	PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)	0.80%	$ 139,198.47
7	**SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds**		**$ 17,539,007.73**
8	INSURANCE (Percentage of Subtotal #3)	0.80%	$ 141,171.47
9	**SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance**		**$ 17,680,179.21**
10	SALES TAX (Percentage of GMP)	5.968%	$ 1,055,153.80
11	**GUARENTEED MAXIMUM PRICE**		**$ 18,735,333.00**
12	CMAR CONTINGENCY & PRICE ESCALATION FUNDING	1.84%	$ 275,000.00
13	OWNERS CONTINGENCY (Percentage of Cost of the Work)	2.00%	$ 299,000.00
14	**CONTRACT PRICE**		**$ 19,309,333**

PLOTTED: Jan 13, 2022-8:05am

FILE: P:\2018\18121\Drawings\PDF & DWF\Exhibits\2022-01-12 OVERALL SITE\EXHIBIT.dwg SWI-C3D-2021

OVERALL SITE

BEULAH & UNIVERSITY IMPROVEMENT PLANS

FLAGSTAFF
ARIZONA

JOB NO:	18121
DATE:	JAN 22
SCALE:	
DRAWN:	
DESIGN:	
CHECKED:	

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.

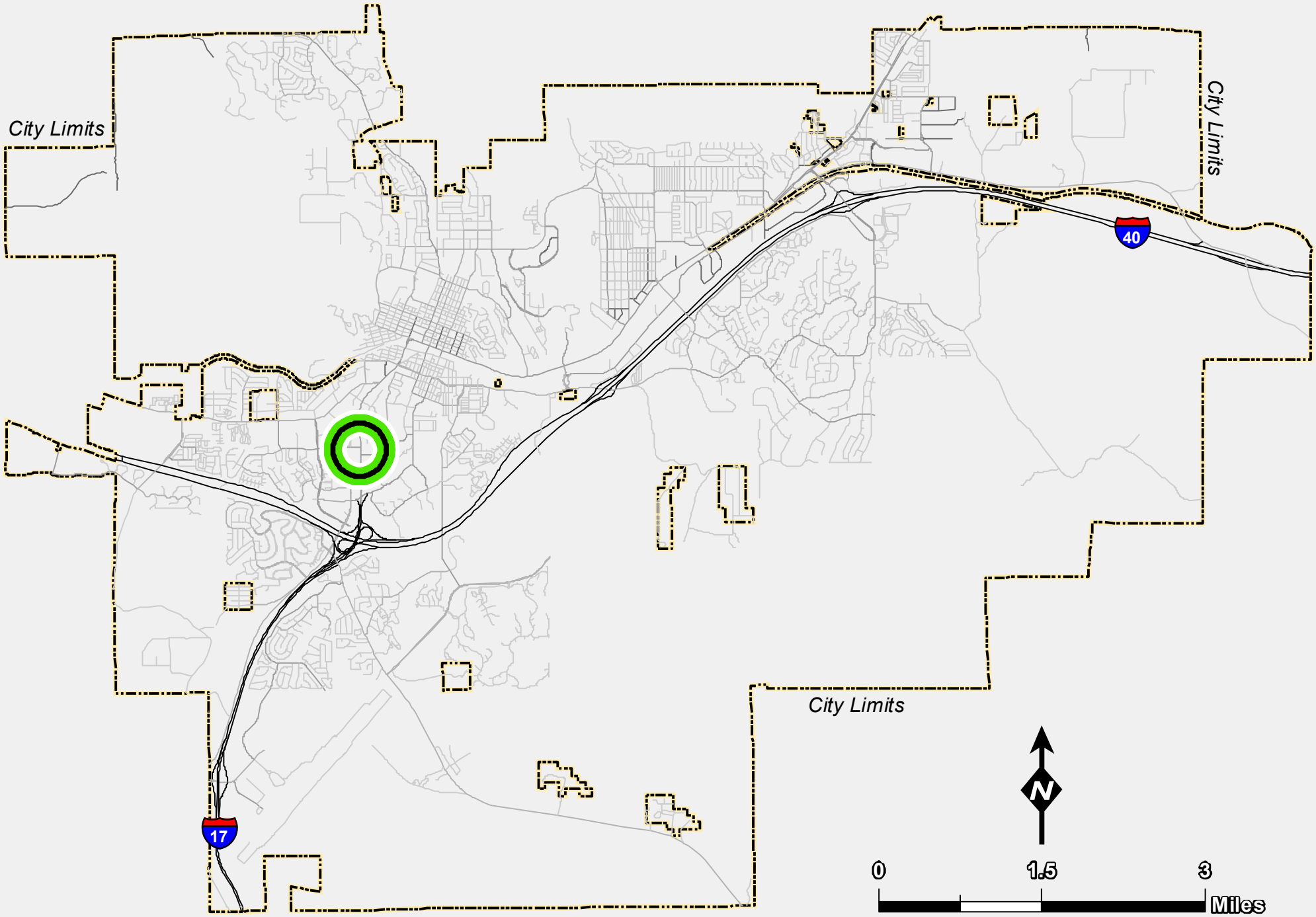
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

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

DRAWING NO.
EX01

SHT NO.	OF
1	1

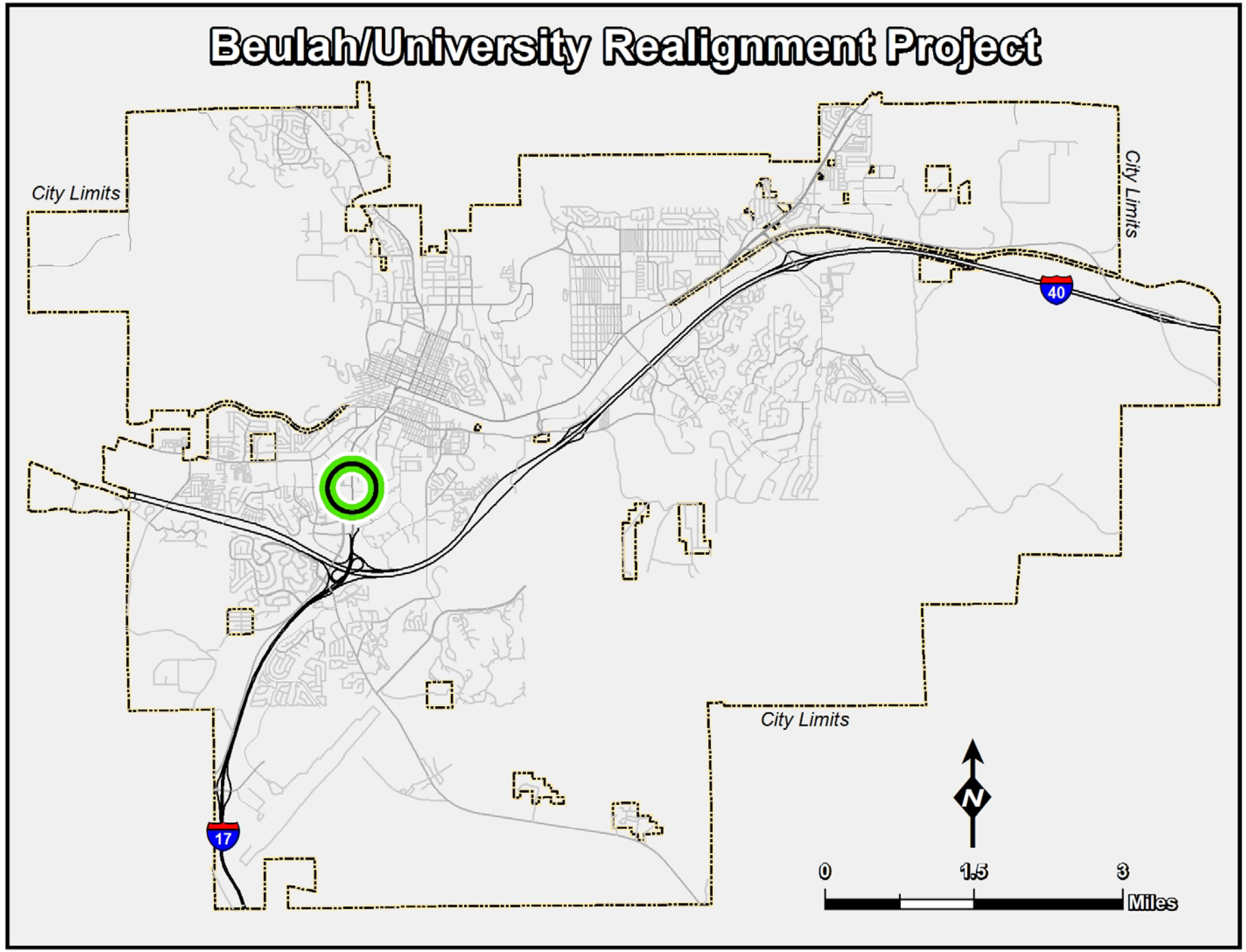
Beulah/University Realignment Project

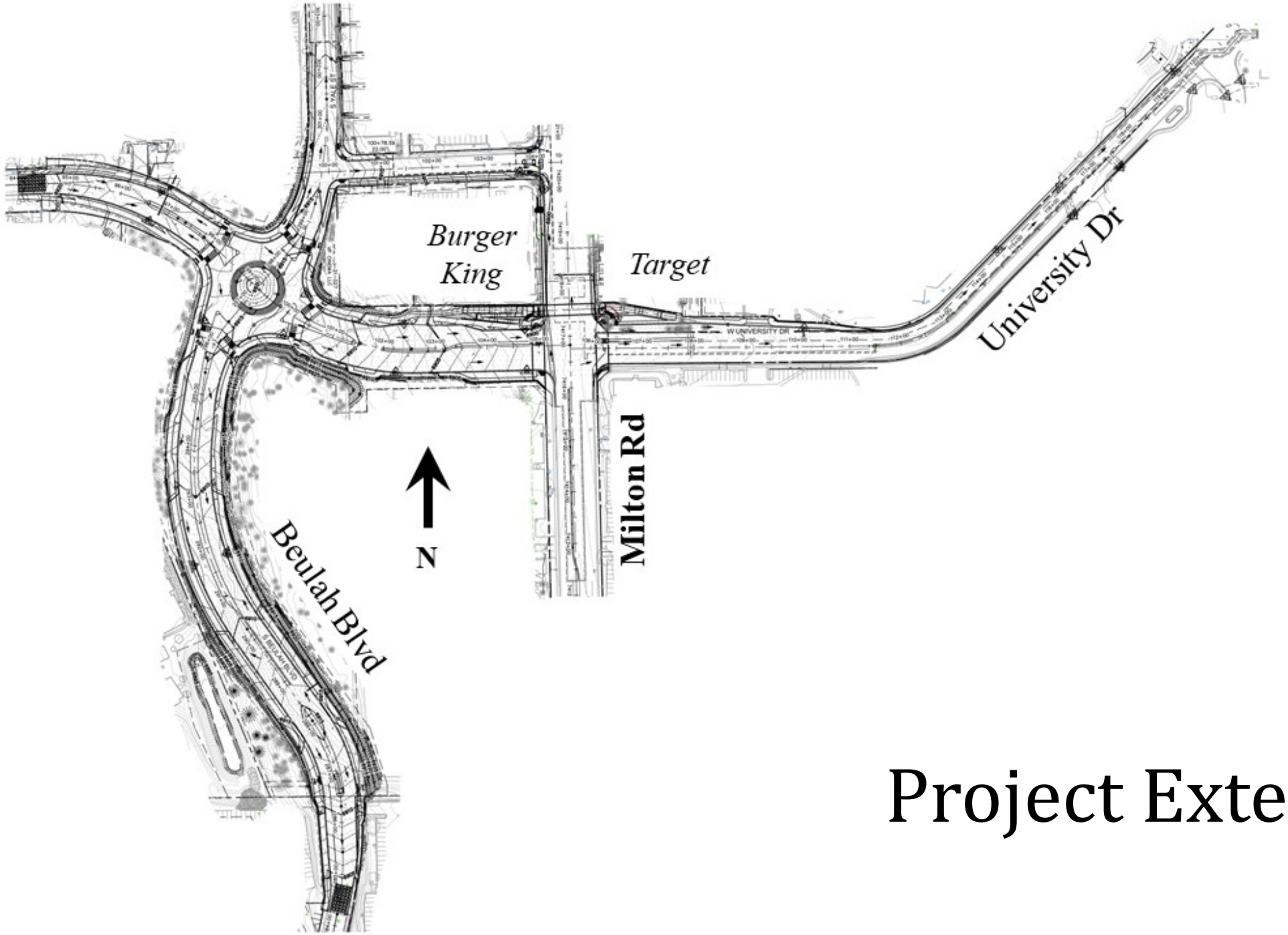


Beulah/University
Realignment Project

GMP Award
6 December 2022

Beulah/University Realignment Project





Project Extent

Stakeholders & Gratitude

- Shephard-Wesnitzer, Inc. **(SWI)** – *Design Engineer*
- Kimley-Horn – *Roundabout Expertise*
- Eagle Mountain Construction **(EMC)** – *Construction Contractor*
- Vintage Partners **(VP)** – *Public-Private Partnership (P3)*
- AZ Dept of Transportation **(ADOT)** – *Public-Private Partnership (P3)*
- Northern Arizona University **(NAU)**
- Mountain Line
- Multitude of City Staff
- Community Members & Property Owners
- City Council

Abbreviated Project Timeline

2000 – “Old” Transportation Tax Approved by Voters (Prop 403)

2014 – Council approved P3 Agreement with ADOT and VP

2018 – SWI Begins Engineering Design; Development Agreement (DA) with VP

2021 (Jun) – 60% Plans Redesigned for Bike/Ped Enhancements

2021 (Sept) – RSOQ Committee selects EMC as Construction Contractor

2021 (Oct) – Update to City Council; First Amendment to DA

2022 (Jun) – CCR to City Council; FY2023 Budget Adopted

2022 (Dec) – Finalization of VE Items, Design Plans, and GMP to City Council

Project Components

- Pedestrian/Bike-focused **Roundabout**
- Pedestrian/Bike **Underpass** Beneath Milton Road
- New 11-foot **Shared Use Paths** for Pedestrians and Bicyclists
- New **Dedicated Bus Lanes** and **BRT Bus Stops**
- Installing New and Replacing Undersized Existing **Water** (*3,226 LF*), **Sewer** (*1,265 LF*), and **Stormwater** (*3,687 LF*) **Infrastructure**
- **Improving Drainage Issues** along University Drive
- **Realigning** University Avenue to match University Drive
- New **Dark-Sky Compliant** Streetlights
- Extension of **Fiber Optic Network** (Conduit)

From Then to Now

Construction Costs:

- **Inflation & Price Increase (Past Year)**

• Fuel (Diesel)	+51%	• Sub-grade (ABC)	+20%
• AC Oil (Ingredient in Asphalt)	+48%	• Pipe	+15%
• Asphalt (AC)	+27%	• Underpass Structure	+12%
• Concrete	+22%	• Pipe Fittings	+10%

- **Constructive and Fruitful Value Engineering Effort**
  - Important to Note there was **No Reduction in Scope**
  - Cumulative savings was $668,790

From Then to Now

Timeline of Construction Costs (2022):

Why 2022?

- Design More Complete
- Project Quantities Better Understood
- Estimates from Construction Contractor

January	*$17.3M*
March	*$18.5M*
April	*$19.1M*
December	*$19.3M*

Project Funding

Budget for Construction:

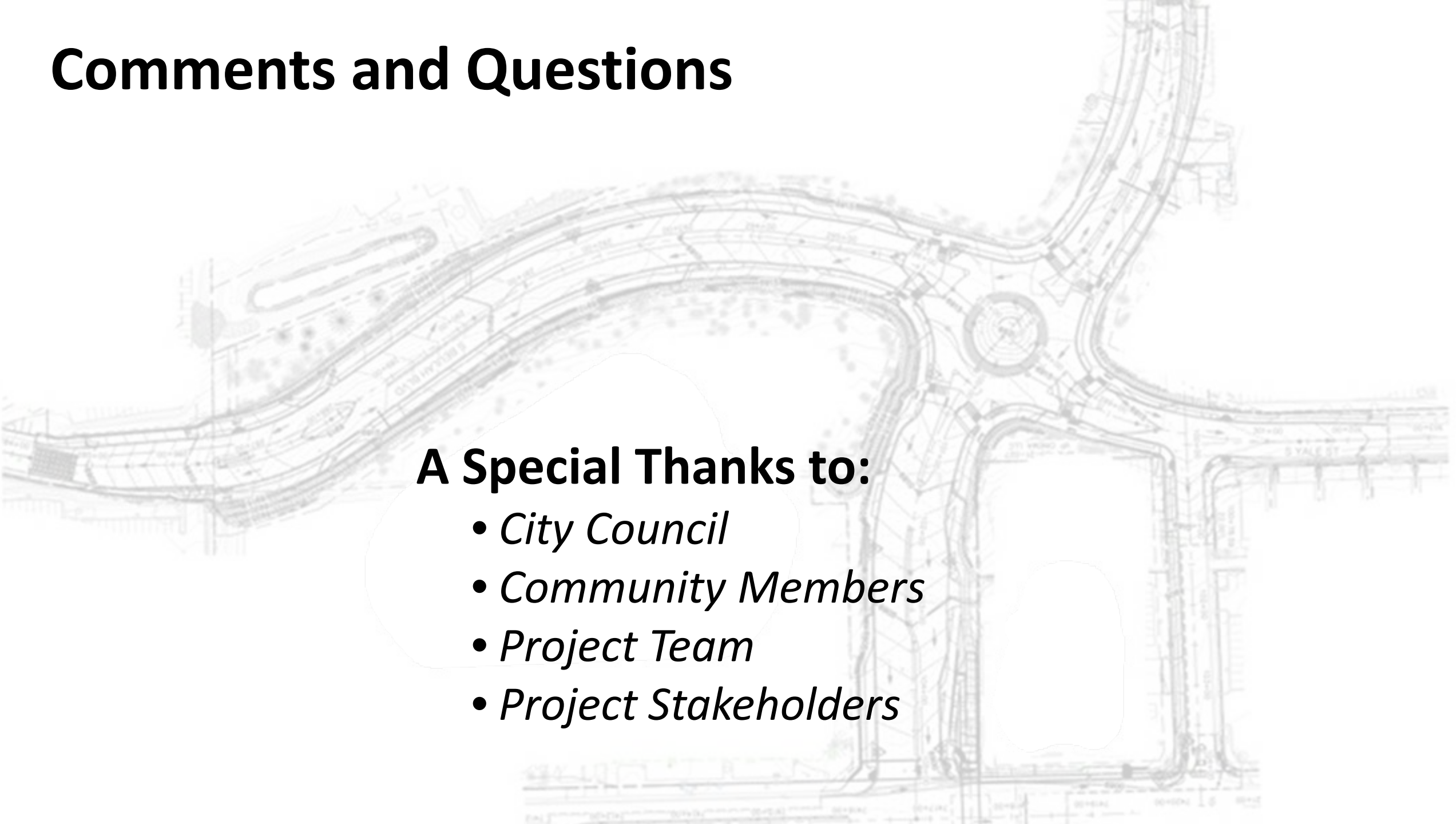
• **Prop. 419** ("New" Transportation Tax)	$11,891,360
• **Prop. 403** ("Old" Transportation Tax)	$8,598,540
• **Vintage Partners** (Underpass)	+ $1,650,000
Authorized FY23 Budget	**$22,139,900**

Brief Construction Overview

Construction Period

- **Spring 2023 through Summer 2025** (Three Construction Seasons)
- **One Seamless Project – Two Phases**
  - **Phase 1 –** Roundabout, Utilities, and West Side Ramp Work (West of Milton)
    - *15 – 17 Months*
  - **Phase 2 –** Pedestrian Underpass & Surface Improvements
    - *12 – 14 Months*
- **Construction timed and communicated with NAU and other Stakeholders**
- **Construction Yard will utilize old ADOT Property**

Comments and Questions



A Special Thanks to:

- *City Council*
- *Community Members*
- *Project Team*
- *Project Stakeholders*

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-56: A Resolution of the Flagstaff City Council amending the Flagstaff Regional Plan 2030 to change the place type designation within a future suburban activity center (S16) from neighborhood scale to regional scale on Maps 21, 22, and 24; move the center point of a future suburban activity center (S16) north and east on Maps 21, 22, and 24; change the area type designation on Map 21 and 22 from Area in White and existing Rural/Future Suburban to Existing Employment for approximately 28 acres; and realign a future circulation road corridor on Map 25 generally located at 1120 W Purple Sage Trail; providing for severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-56 by title only
2) City Clerk reads Resolution No. 2022-56 by title only (if approved above)
3) Adopt Resolution No. 2022-56

Executive Summary:

A Minor Amendment to the Flagstaff Regional Plan requested by Northern Arizona Healthcare (NAH) Corporation to change the place type designation within a future suburban activity center (S16) from neighborhood scale to regional scale on Maps 21, 22, and 24; move the center point of a future suburban activity center (S16) north and east on Maps 21, 22, and 24; change the area type designation on Map 21 and 22 from Area in White and Existing Rural/Future Suburban to Existing Employment for approximately 28 acres; and realign a future circulation road corridor on Map 25 on property located 1120 W. Purple Sage Trail. The Planning & Zoning Commission held a public hearing on this item on November 9, 2022, and voted unanimously (7-0) to recommend approval.

Financial Impact:

There are no anticipated financial impacts from this Minor Regional Plan Amendment. Financial impacts will be analyzed as part of the Specific Plan and Zoning Map Amendment that are required to allow the proposed development at this location.

Policy Impact:

There are no anticipated policy impacts from this Minor Regional Plan Amendment.

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

Priority Based Budget Key Community Priorities and Objectives

Support diverse employment opportunities that provide residents with a living wage.
Support social services, community partners and housing opportunities.

Carbon Neutrality Plan

Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

Regional Plan

Applicable to all Land Uses Goals and Policies

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.
Policy LUR.3.4 Promote transitions between the urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.

Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

Policy LU.4.1. Develop neighborhood plans, specific plans, area plans, and master plans for all neighborhoods, activity centers, corridors, and gateways as necessary.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.
Policy LU..5 Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.
Policy LU.5.6. Encourage the placement of institutional and civic buildings centrally within a neighborhood to promote walkability and multi-use recreation spaces.

Suburban Area Goals and Policies

Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Policy LU.13.7. Include employment opportunities in all suburban activity centers.
Policy LU.13.8. Locate civic spaces, parks, and institutional uses within neighborhood pedestrian sheds.

Employment Area Goals and Policies

Goal LU.15. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.

Policy LU.15.1. Encourage the grouping of medical and professional offices, light industrial, research, and skill training, and skill training with other necessary workforce services and transportation options.
Policy LU.15.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.

Activity Centers and Commercial Corridors Goals and Policies

Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

Policy LU.18.1 Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.
Policy LU.18.7. Concentrate commercial, retail, services, and mixed use within the activity center's commercial core.

Policy LU.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.
Policy LU.18.12. Corridors should focus commercial development to the corridor frontage and residential to the back.
Policy LU.18.15. Actual pedestrian-shed boundaries will be established considering opportunities and constraints posed by natural and man-made barriers like terrain or the interstate, road networks, and existing development patterns.
Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making with a functional transportation system that minimized dead ends and offset street and driveway connections.

Mobility and Access Goals and Policies

Goal T.1. Improve mobility and access throughout the region.
Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.
Policy T.1.3. Transportation systems are consistent with the place type and needs of people
Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.

Safe and Efficient Multimodal Transportation Goals and Policies

Goal T.2. Improve transportation safety and efficiency for all modes.
Policy T.2.2 Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Quality Design Goals and Policies

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs, and desired community character elements in all transportation investments.

Automobile Goals and Policies

Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.
Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as major economic hub.
Policy T. 8.2. Maintain the road and street classification system that is based on context, function, type, use, and visual quality.
Policy T.8.4 Protect rights-of-way for future transportation corridors.

Has There Been Previous Council Decision on This:

There have been no previous Council decisions on this item.

Options and Alternatives:

The City Council may approve the resolution as proposed, approve the resolution with conditions, or deny the resolution.

Background/History:

The applicant, NAH, is requesting a Minor Regional Plan Amendment to support the future rezoning of approximately 172.6 acres to accommodate a new regional hospital and ambulatory care facility, surrounded by a Health Village designed as a location for a full range of medical, health, and wellness services mixed with supporting commercial, retail, research and development, general services, and housing uses. This new regional hospital is intended to replace the existing Flagstaff Medical Center (FMC) that has been operating in Flagstaff since 1936.NAH has owned and operated FMC for the past

35 years. FMC currently maintains a 300-bed patient facility and is an Arizona-certified Level 1 Trauma Center.FMC is the only Arizona Level 1 Trauma Center north of Phoenix. This Minor Regional Plan Amendment is intended to be followed by a Specific Plan for the 172.6 acres. The Specific Plan will serve as a planning framework for development of the overall Health Village with goals and policies and analysis of impacts to public services. In addition, the plan will also serve a regulatory function by establishing specific development standards for parcels within the Planning Area.

FMC's current campus consists of 40 acres of land that is divided by a primary transportation route (Beaver Street). NAH has struggled to maintain efficiencies on the existing site due to physical constraints and has worked continuously over the years on the existing site to enhance services to the Community. While NAH owns additional undeveloped land in the immediate vicinity of the existing hospital those parcels are not contiguous and new development on those lots is likely to exacerbate existing issues with the current development. NAH has decided to pursue a new greenfield development to provide more efficient medical services as well as expand service offerings. In addition to the hospital, NAH has opted to plan for a larger development with supporting uses on an overall 172.6-acre site known as a "Health Village". These supporting uses include complementary retail, commercial, research, education, and residential units. The anchor of the Health Village will be a new regional hospital with up to 486-beds, outpatient care including surgical services, and medical and administrative offices.Open space and civic space are also incorporated to support the Health Village concept.

The existing 172.6 acres of land is bounded by Beulah Boulevard (an existing 2-lane arterial roadway) to the east and is partially bisected by Purple Sage Trail which is a private roadway easement that has been improved with asphalt millings. Purple Sage provides access to Fort Tuthill County Park as well as the surrounding residential properties. The Healthcare Village proposes a new circulation system for the planning area including a new arterial roadway (Healthcare Boulevard) that will eventually connect with Woody Mountain Road and two new collector roads (Purple Sage and Wellness Loop). Other internal roadways will be phased as development occurs withing the Planning Area. Development in the Planning Area is intended to be phased with the hospital and affiliated medical uses identified as the priority. Most of the required on-site infrastructure improvements are triggered by this first phase of development.

Key Considerations:

As discussed in the "How This Plan Works" chapter (page III-4), the *Flagstaff Regional Plan 2030* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council, and City staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or specific plans, which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail.

The Future Growth Illustration has two types of land use designations: "Area Types" describe the placemaking context of Urban, Suburban, Rural, or Employment and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. This application proposes to change the place type of a Future Suburban Activity Center (S16) from neighborhood scale to regional scale and to relocate the center point of the same activity center over the project site (Maps 21, 22, - Future Growth Illustration and Map 24 – Activity Centers). Activity Centers are mixed-use areas where there is a concentration of commercial and other land uses typically defined by a pedestrian shed. A Suburban Activity Center can serve a Regional scale or Neighborhood scale. The activity center for this site (S16) is currently identified as neighborhood scale. Neighborhood Suburban Activity Centers are intended to be smaller, mixed-use centers at intersections of collector streets and neighborhood access roads providing connections to local goods and services, public spaces, transit, and the FUTS. Regional Suburban Activity Centers are larger,

mixed-use centers at intersections of arterial roads and collector streets, with access to large residential developments including entertainment and cultural amenities, public spaces, and transit with an emphasis on both residents and visitors. Large-scale high occupancy housing and transit-oriented development is appropriate in this scale of activity center.

In addition, this application proposes to change the area type of "Areas in white retain their existing entitlements" and Existing Rural/Future Suburban to "Employment" over approximately 28 acres. "Areas in white retain their existing entitlements" is used to describe areas that have not been assigned an area type. In most cases, these unassigned areas are public lands held by the Forest Service, Arizona State Land Department, or City of Flagstaff. In this case, they are privately owned land located adjacent to land owned by Coconino County operated as a regional park (Fort Tuthill). The Comprehensive Planning Manager has made the interpretation that the surrounding area types on Maps 21 and 22 (Future Growth Illustration) should be considered for consistency. In cases where a parcel is adjacent to more than one area type, either could be extended to the property. In this case the subject property sits in between areas designated as Future Employment and Suburban to the east, Existing Rural/Future Suburban to the north and Rural and Parks/Open Space to the west. With this request the existing "Area in White" and some of the Existing Rural/Future Suburban will, if approved, be assigned the Existing Employment area type.

For the area within the site remaining Existing Rural/Future Suburban, future applications for the specific plan and zoning map amendment will be evaluated under the Suburban and Regional Activity Center goals and policies for plan conformance.

Lastly, this application proposes to realign a future transportation corridor as identified on Map 25 (Road Network Illustration). The current Map 25 shows a realignment of the existing Beulah Boulevard from its current location adjacent to Interstate 17 corridor further west along the eastern boundary of Fort Tuthill. The primary purpose for this realignment was to allow for either an underpass or overpass across I-17 to connect with South Pulliam Drive just before it enters the Ponderosa Trails subdivision. This crossing of I-17 was originally identified with the proposed development called Villaggio Montana which included a total of 1,020 acres including most of the land in this application. The crossing of I-17 started out as a new interchange and morphed into an underpass due to existing grades. While Villaggio Montana did not move forward as planned, the underpass remained an element of the future road network and was included in the current Regional Plan as shown on Map 25. The applicant is proposing to leave Beulah Boulevard in its current alignment adjacent to I-17 to maintain a larger contiguous parcel of land that can accommodate the proposed hospital and future expansions if necessary.

Attached are exhibits comparing the existing Regional Plan maps to the proposed Future Growth Illustration map. These maps and any applicable text of the FRP 2030 should be considered in the context of the Plan's goals and policies. A discussion of the FRP 2030 goals and policies is provided below. There are no goals and policies that reference "Areas in white retain their existing entitlements."

Community Benefits and Considerations:

The City Council shall find that the proposed Minor Regional Plan Amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11). In considering the request for an amendment to the Plan, the goals and policies should be considered to ensure that the requested change to the Future Growth Illustration is in conformance with the overall vision. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p.III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p.III-1).

<u>Regional Plan Vision</u>

"The Greater Flagstaff community embraces the region's extraordinary cultural and ecological setting on

the Colorado Plateau through active stewardship of the natural and built environments. Residents and visitors encourage and advance intellectual, environmental, social, and economic vitality for today's citizens and future generations." (p I-1)

An analysis is provided for each of the four requests included in this application.

1. Changing the place type designation of a Future Suburban Activity Center from Neighborhood to Regional.
The Regional Plan located future activity centers where the future road networks intended to intersect, and future development has been proposed (LU.3 and LU.18). In this case, activity center S16 was located at the future intersection of Beulah Boulevard and Woody Mountain Road (both designated as minor arterials). This intersection location was the result of planning efforts for the Villaggio Montana residential development considered prior to the adoption of the current Regional Plan. Every activity center is intended to work at its own scale, serving the needs of the surrounding community. That scale is directly related to the road types serving the center and surrounding development. Regional centers are the largest and are generally located at the intersection of major roads and have multiple large residential developments with direct access to it.

In this case, activity S16 was always intended to be located at the intersection of two arterial roadways like a regional scale activity center, however, the existing surrounding development remains at a low density and intensity of development based on existing zoning. Neighborhood centers are smaller areas that focus commercial and mixed-use development at intersections and within proximity to commercial corridors. These areas transition quickly to neighborhoods that have easy access to them. It is clear from previous development plans that this was the original intent. The subject property is shown in the Regional Plan with the desired future infrastructure necessary to serve a regional scale development versus neighborhood scale.

The proposed development of a new regional hospital requires a regional scale activity center to support a zoning map amendment request at this location because the scale, mix of uses and regional attraction of the proposal is more than the original vision for S16 (LU.5 and LU.13). The Regional Plan goals and policies related to activity centers include support for well-designed centers with a variety of uses, development related to the appropriate context of the area type (urban, suburban, or rural) and that the center and corridor be developed in relation to the regional or neighborhood scale. The future activity center S16 meets many of the features that relate to regional scale development such as being located at the intersection of arterial roadways. The relocation of the activity center, discussed further below, aligns the activity within an area type of future suburban as opposed to existing rural. Several existing regional scale activity centers are situated under similar conditions with future or existing suburban being the primary area type within the activity center.

There have been no private development requests to amend the scale of a future activity center since the adoption of the Regional Plan.

2. Moving the center of a Future Suburban Activity Center to the north and east of its existing location.
As discussed above, activity centers were located based on the types of intersections expected to be developed (T.8 and T.1). In this case, the applicant is requesting to modify the proposed road network shown on Map 25 which will alter the intersection of two arterial roads within this area. This realignment of the road network supports the relocation of this activity center. Instead of locating the center of the activity center over an intersection it places priority on the focal point of the proposed Health Village, the hospital and ambulatory surgical center. There are no specific goals and policies that discuss the relocation of an activity center. The Regional Plan suggests that specific plans should be developed with activity centers to ensure the activity center achieves the desired outcome based on area and place type (LU.18). A Specific Plan is being prepared and will be submitted for Planning and Zoning Commission recommendation to the Council following this request to ensure that the activity center meets the

parameters of the Regional Plan by providing high level development guidance and development standards.

There have been no private development requests to modify a future activity center since the Regional Plan was adopted. The mix of land use zoning types within designated activity centers has changed little from year to year. Since 2014, the balance of zoning has changed in the following ways: commercial zoning has increased by 50 acres, public open space zoning by 42 acres, residential by 291 acres, and transect zones and increased by 3 acres. Industrial space has decreased by 56 acres. Much of this change has been the result of two Specific plans. The Southside and High Occupancy Housing plans both recalibrated the location of activity centers and their use-mix. Future changes to activity centers are still expected, with current work focusing on interpreting the specific land parcels that are/should be included in activity centers. This work may increase the total land area designated as part of an activity center. The relocation of this activity center has the potential to add approximately 63 acres of commercial space and 35 acres of public space if a zoning map amendment is approved in conjunction with this request.

3. Changing the area type designation from Area in White and Rural/Suburban to Employment for 28 acres.

Approximately 28 acres of the 172.6-acre Property are proposed to have their area type changed to Employment (LU. 4 and LU.15). Currently, these 28 acres are designated as Area in White retains existing entitlements and Existing Rural/Future Suburban. The property in this area is currently zoned for and would support large lot single family residential development. This may not be the highest and best use for a property that is located directly adjacent to a regional park, a minor arterial roadway, and a major interstate.

Since the adoption of the Regional Plan there have been twelve minor amendments. These amendments have primarily focused on increasing the Park/Open Space area type. There has been only one amendment (in the last year) to date increasing the Employment area type. There has been one amendment converting approximately 36.5 acres of Employment to the Park/Open Space area type (McMillan Mesa Natural Area). This proposed amendment would add back approximately 28 acres of Employment area type, which is one of the most protected area types identified in the Plan. Similarly, approximately 119 acres of land have been rezoned from industrial zones to other zoning categories since 2014. This request will support an additional 27.8 net acres of land for research and development.

The proposed amendment is supported by several goals and policies within the Plan and the proposed location is an ideal candidate for this amendment. The goals and policies listed above support the location of the proposed uses associated with this application. These conditions support the finding of conformance with the Regional Plan.

4. Realigning a future road corridor (Beulah Boulevard).

As stated above, the Road Network Illustration (Map 25) shows Beulah Boulevard moved west of its current location to accommodate a future underpass across I-17. This underpass is important for the future transportation network because it will help reduce trips at the airport traffic interchange as well as Lake Mary Road and Beulah Boulevard and will assist with lowering vehicle miles traveled within Flagstaff. While the applicant is not anticipating constructing this underpass as part of their development, the applicant will need to ensure that leaving Beulah in its current location will not prohibit the future construction of the underpass. The intersection of Beulah Boulevard and Purple Sage Trail will be conditioned with any subsequent entitlement case to be designed and constructed to accommodate a future underpass across I-17.

Community Involvement:

Inform. Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Regional Plan Amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings were provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners and homeowner's associations within one half of the subject property, consisting of 900 property owners.

The applicant held three neighborhood meetings for this application in addition to a proposed Specific Plan and Concept Zoning Map Amendment. These meetings were held on January 6, and January 18, 2022, at 5:30 pm and October 10, 2022, at 6:00 pm via Zoom. The January 6, 2022, meeting had approximately 70 attendees and the January 18, 2022, meeting had approximately 100 attendees. The October 10, 2022, meeting had approximately 154 attendees. Common themes of support included economic development impacts, better access to care and new clinical services and the overall health and wellness vision. Common themes of concern included transit and bus service, access to the new campus, traffic, re-use of the existing NAH campus, helicopter/ambulance noise, and building height. The public participation plan for all NAH applications can be found at this link https://awdlaw267.sharefile.com/d-sd088fa2cf1c74f29a82320c743fe1caa.

Attachments:

Application
Planning Commission Staff Report
Project Narrative
Applicant's Regional Plan Analysis
Res. 2022-56
Exhibit A to Resolution No. 2022-56
Exhibit B to Resolution No. 2022-56
Exhibit C to Resolution No. 2022-56
Presentation
Emails to the Planning & Zoning Commission
NAH Presentation

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	Application for Zoning Map Amendment and/or Minor Regional Plan Amendment	File Number
April 30, 2021		

Property Owner(s) / Title	Phone	Email
Northern Arizona Healthcare Corp. c/o Steven Eiss, V.P. for Construction	480-677-5627	steven.eiss@nahealth.com

Mailing Address	City, State, Zip
1200 N. Beaver St., Flagstaff, AZ 86001	

Applicant(s) / Title	Phone	Email
Northern Arizona Healthcare Corp. c/o Steven Eiss, V.P. for Construction	480-677-5627	steven.eiss@nahealth.com

Mailing Address	City, State, Zip
1200 N. Beaver St., Flagstaff, AZ 86001	

Project Representative) / Title	Phone	Email
Northern Arizona Healthcare Corp. c/o Steven Eiss, V.P. for Construction	480-677-5627	steven.eiss@nahealth.com

Mailing Address	City, State, Zip
1200 N. Beaver St., Flagstaff, AZ 86001	

Requested Review ☒ Zoning Map Amendment ☒ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
Northeast of Fort Tuthill County Park	see attached Addendum	n/a

Existing Zoning District	Proposed Zoning District:	Existing Regional Plan Land Use Category
RR, ER	HC & RD with specific plan	suburban activity center (neighborhood)

Existing Use	Proposed Use
some residential, mostly undeveloped	hospital, R&D, commercial, residential, under specific plan

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
n/a	suburban activity center (regional), with specific plan

Property Owner Signature(required)	Date:	Applicant Signature	Date:
Steve Eiss (Apr 29, 2021 10:09 PDT)	Apr 29, 2021	Steve Eiss (Apr 29, 2021 10:09 PDT)	Apr 29, 2021

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

PLANNING AND DEVELOPMENT SERVICES REPORT
FLAGSTAFF REGIONAL PLAN 2030 MINOR AMENDMENT

PUBLIC HEARING
PZ-21-00126

DATE: October 20, 2022
MEETING DATE: November 9, 2022
REPORT BY: Tiffany Antol, AICP

REQUEST:
A request for a Minor Amendment to the *Flagstaff Regional Plan 2030* (Regional Plan), by Northern Arizona Healthcare (NAH) Corporation, to change the place type designation within a future suburban activity center (S16) from neighborhood scale to regional scale on Maps 21, 22, and 24; move the center point of a future suburban activity center (S16) north and east on Maps 21, 22, and 24; change the area type designation on Map 21 and 22 from Area in White to Existing Employment for approximately 28 acres; and realign a future circulation road corridor on Map 25 on property located 1120 W. Purple Sage Trail. This Minor Regional Plan Amendment request is the precursor to two other entitlement cases including a new Specific Plan and a Concept Zoning Map Amendment.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission forward the Minor Regional Plan Amendment to the City Council with a recommendation.

PRESENT LAND USE:
The subject property ("Property") is approximately 172.6 acres consisting of 17 separate parcels of land. Most of the site is vacant with a few residential structures. All existing development will be removed when the site is redeveloped as the NAH Health Village. The site has a natural ridge that divides it in half with slopes from the west to the northeast that range from 5-11%. There are no floodplains on the Property and the entire site maintains a significant stand of Ponderosa Pines.

PROPOSED LAND USE:
The applicant proposes to develop the Property as the NAH Health Village centered around approximately 1.26 million square feet of Hospital and Medical Offices, with supporting uses including approximately 315 residential dwelling units as part of a mixed-use development (multi-family, high occupancy housing, employee housing and co-housing), approximately 290,000 square feet of non-residential uses (retail and lodging), approximately 250,000 square feet of Research and Development uses (light manufacturing), and approximately 31.2 acres of designated Open Space and Civic Space reserved for a wellness retreat and Flagstaff Urban Trail System (FUTS) preservation.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Vacant land zoned Single Family Residential (R1) and the unincorporated community of Mountain Dell
East: Beulah Boulevard; Interstate 17
South: Fort Tuthill County Park and COF owned utility parcel
West: Rural residential development in the Rural Residential or Estate Residential zones.

I. PROJECT INTRODUCTION

A. Background/Introduction

The applicant, NAH, is requesting a Minor Regional Plan Amendment[1] to support the future rezoning of approximately 172.6 acres to accommodate a new regional hospital and ambulatory care facility, surrounded by

[1] Major Plan Amendment Category 7 does not apply to this proposal because it only applies to moving the center of an "existing" activity center. S16 is a future activity center as denoted by the lack of an "x" in its center.

a Health Village designed as a location for a full range of medical, health, and wellness services mixed with supporting commercial, retail, research and development, general services, and housing uses. This new regional hospital is intended to replace the existing Flagstaff Medical Center (FMC) that has been operating in Flagstaff since 1936. NAH has owned and operated FMC for the past 35 years. FMC currently maintains a 300-bed patient facility and is an Arizona-certified Level 1 Trauma Center. FMC is the only Arizona Level 1 Trauma Center north of Phoenix. This Minor Regional Plan Amendment is intended to be followed by a Specific Plan for the 172.6 acres. The Specific Plan will serve as a planning framework for development of the overall Health Village with goals and policies and analysis of impacts to public services. In addition, the plan will also serve a regulatory function by establishing specific development standards for parcels within the Planning Area.

FMC's current campus consists of 40 acres of land that is divided by a primary transportation route (Beaver Street). NAH has struggled to maintain efficiencies on the existing site due to physical constraints and has worked continuously over the years on the existing site to enhance services to the Community. While NAH owns additional undeveloped land in the immediate vicinity of the existing hospital those parcels are not contiguous and new development on those lots is likely to exacerbate existing issues with the current development. NAH has decided to pursue a new greenfield development to provide more efficient medical services as well as expand service offerings. In addition to the hospital, NAH has opted to plan for a larger development with supporting uses on an overall 172.6-acre site known as a "Health Village". These supporting uses include complementary retail, commercial, research, education, and residential units. The anchor of the Health Village will be a new regional hospital with up to 486-beds, outpatient care including surgical services, and medical and administrative offices. Open space and civic space are also incorporated to support the Health Village concept.

The existing 172.6 acres of land is bounded by Beulah Boulevard (an existing 2-lane arterial roadway) to the east and is partially bisected by Purple Sage Trail which is a private roadway easement that has been improved with asphalt millings. Purple Sage provides access to Fort Tuthill County Park as well as the surrounding residential properties. The Healthcare Village proposes a new circulation system for the planning area including a new arterial roadway (Healthcare Boulevard) that will eventually connect with Woody Mountain Road and two new collector roads (Purple Sage and Wellness Loop). Other internal roadways will be phased as development occurs withing the Planning Area. Development in the Planning Area is intended to be phased with the hospital and affiliated medical uses identified as the priority. Most of the required on-site infrastructure improvements are triggered by this first phase of development.

B. <u>Flagstaff Regional Plan 2030 Amendment Request</u>

As discussed in the "How This Plan Works" chapter (page III-4), the *Flagstaff Regional Plan 2030* is used in the regulatory decision-making process by the Planning & Zoning Commission, City Council, and City staff. The Commission and the Council are responsible for making development decisions such as zoning map amendments or specific plans, which depends on whether the proposed changes or projects are consistent with the Plan's goals and policies. The Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan will provide supplemental information for the interpretation of goals and policies. In case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail.

The Future Growth Illustration has two types of land use designations: "Area Types" describe the placemaking context of Urban, Suburban, Rural, or Employment and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types. This application proposes to change the place type of a Future Suburban Activity Center (S16) from neighborhood scale to regional scale and to relocate the center point of the same activity center over the project site (Maps 21, 22, - Future Growth Illustration and Map 24 – Activity Centers). Activity Centers are mixed-use areas where there is a concentration of commercial and other land uses typically defined by a pedestrian shed. A Suburban Activity Center can serve a Regional scale or Neighborhood scale. The activity

center for this site (S16) is currently identified as neighborhood scale. Neighborhood Suburban Activity Centers are intended to be smaller, mixed-use centers at intersections of collector streets and neighborhood access roads providing connections to local goods and services, public spaces, transit, and the FUTS. Regional Suburban Activity Centers are larger, mixed-use centers at intersections of arterial roads and collector streets, with access to large residential developments including entertainment and cultural amenities, public spaces, and transit with an emphasis on both residents and visitors. Large-scale high occupancy housing and transit-oriented development is appropriate in this scale of activity center.

In addition, this application proposes to change the area type of "Areas in white retain their existing entitlements" and Existing Rural/Future Suburban to "Employment" over approximately 28 acres[2]. "Areas in white retain their existing entitlements" is used to describe areas that have not been assigned an area type. In most cases, these unassigned areas are public lands held by the Forest Service, Arizona State Land Department, or City of Flagstaff. In this case, they are privately owned land located adjacent to land owned by Coconino County operated as a regional park (Fort Tuthill). The Comprehensive Planning Manager has made the interpretation that the surrounding area types on Maps 21 and 22 (Future Growth Illustration) should be considered for consistency. In cases where a parcel is adjacent to more than one area type, either could be extended to the property. In this case the subject property sits in between areas designated as Future Employment and Suburban to the east, Existing Rural/Future Suburban to the north and Rural and Parks/Open Space to the west. With this request the existing "Area in White" and some of the Existing Rural/Future Suburban will, if approved, be assigned the Existing Employment area type.

For the area within the site remaining Existing Rural/Future Suburban, future applications for the specific plan and zoning map amendment will be evaluated under the Suburban and Regional Activity Center goals and policies for plan conformance.

Lastly, this application proposes to realign a future transportation corridor as identified on Map 25 (Road Network Illustration). The current Map 25 shows a realignment of the existing Beulah Boulevard from its current location adjacent to Interstate 17 corridor further west along the eastern boundary of Fort Tuthill. The primary purpose for this realignment was to allow for either an underpass or overpass across I-17 to connect with South Pulliam Drive just before it enters the Ponderosa Trails subdivision. This crossing of I-17 was originally identified with the proposed development called Villaggio Montana which included a total of 1,020 acres including most of the land in this application. The crossing of I-17 started out as a new interchange and morphed into an underpass due to existing grades. While Villaggio Montana did not move forward as planned, the underpass remained an element of the future road network and was included in the current Regional Plan as shown on Map 25. The applicant is proposing to leave Beulah Boulevard in its current alignment adjacent to I-17 to maintain a larger contiguous parcel of land that can accommodate the proposed hospital and future expansions if necessary.

Attached are exhibits comparing the existing Regional Plan maps to the proposed Future Growth Illustration map. These maps and any applicable text of the FRP 2030 should be considered in the context of the Plan's goals and policies. A discussion of the FRP 2030 goals and policies is provided below. There are no goals and policies that reference "Areas in white retain their existing entitlements."

C. <u>Current Zoning and Proposed Zoning</u>

The applicant, NAH, will be requesting rezoning approval from Rural Residential (RR – 74.62 acres), Estate Residential (ER – 97.76 acres) and Single Family Residential (R1 – 0.25 acres) to Highway Commercial (HC – 109.7 acres), Research and Development (RD – 27.8 acres), and Public Facilities (PF – 35.2 acres). Of the 17 parcels

[2] All acre estimates related to the plan amendment are approximate will be finalized when the areas are digitized by the City of Flagstaff GIS staff.

included in this request, all but three are currently within the Resource Protection Overlay (RPO). The remaining three parcels will be added to the RPO as part of this request.

II. REQUIRED FINDINGS

The Planning and Zoning Commission shall find that the proposed Minor Regional Plan Amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11). In considering the request for an amendment to the Plan, the goals and policies should be considered to ensure that the requested change to the Future Growth Illustration is in conformance with the overall vision. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p.III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p.III-1).

A. Regional Plan Vision

"The Greater Flagstaff community embraces the region's extraordinary cultural and ecological setting on the Colorado Plateau through active stewardship of the natural and built environments. Residents and visitors encourage and advance intellectual, environmental, social, and economic vitality for today's citizens and future generations." (p I-1)

i. Applicable General Plan Goals and Policies

Staff has identified the following Regional Plan Goals and Policies that could be applied to support the proposed Minor Regional Plan Amendment. The list of goals and policies for this application are followed by an analysis.

Applicable to all Land Uses Goals and Policies

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.

Policy LUR.3.4 Promote transitions between the urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.

Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

Policy LU.4.1. Develop neighborhood plans, specific plans, area plans, and master plans for all neighborhoods, activity centers, corridors, and gateways as necessary.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.

Policy LU..5 Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

Policy LU.5.6. Encourage the placement of institutional and civic buildings centrally within a neighborhood to promote walkability and multi-use recreation spaces.

Suburban Area Goals and Policies

Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Policy LU.13.7. Include employment opportunities in all suburban activity centers.

Policy LU.13.8. Locate civic spaces, parks, and institutional uses within neighborhood pedestrian sheds.

Employment Area Goals and Policies

Goal LU.15. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.

Policy LU.15.1. Encourage the grouping of medical and professional offices, light industrial, research, and skill training, and skill training with other necessary workforce services and transportation options.

Policy LU.15.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.

Activity Centers and Commercial Corridors Goals and Policies

Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

Policy LU.18.1 Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.

Policy LU.18.7. Concentrate commercial, retail, services, and mixed use within the activity center's commercial core.

Policy LU.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.

Policy LU.18.12. Corridors should focus commercial development to the corridor frontage and residential to the back.

Policy LU.18.15. Actual pedestrian-shed boundaries will be established considering opportunities and constraints posed by natural and man-made barriers like terrain or the interstate, road networks, and existing development patterns.

Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making with a functional transportation system that minimized dead ends and offset street and driveway connections.

Mobility and Access Goals and Policies

Goal T.1. Improve mobility and access throughout the region.

Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.

Policy T.1.3. Transportation systems are consistent with the place type and needs of people

Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.

Safe and Efficient Multimodal Transportation Goals and Policies

Goal T.2. Improve transportation safety and efficiency for all modes.

Policy T.2.2 Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Quality Design Goals and Policies

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs, and desired community character elements in all transportation investments.

Automobile Goals and Policies

Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.

Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment

centers, and special districts that enhances the region's standing as major economic hub.
Policy T. 8.2. Maintain the road and street classification system that is based on context, function, type, use, and visual quality.
Policy T.8.4 Protect rights-of-way for future transportation corridors.

ii. Policy Analysis

An analysis is provided for each of the four requests included in this application.

1. *Changing the place type designation of a Future Suburban Activity Center from Neighborhood to Regional.*

   The Regional Plan located future activity centers where the future road networks intended to intersect, and future development has been proposed (LU.3 and LU.18). In this case, activity center S16 was located at the future intersection of Beulah Boulevard and Woody Mountain Road (both designated as minor arterials). This intersection location was the result of planning efforts for the Villaggio Montano residential development considered prior to the adoption of the current Regional Plan. Every activity center is intended to work at its own scale, serving the needs of the surrounding community. That scale is directly related to the road types serving the center and surrounding development. Regional centers are the largest and are generally located at the intersection of major roads and have multiple large residential developments with direct access to it.

   In this case, activity S16 was always intended to be located at the intersection of two arterial roadways like a regional scale activity center, however, the existing surrounding development remains at a low density and intensity of development based on existing zoning. Neighborhood centers are smaller areas that focus commercial and mixed-use development at intersections and within proximity to commercial corridors. These areas transition quicky to neighborhoods that have easy access to them. It is clear from previous development plans that this was the original intent. The subject property is shown in the Regional Plan with the desired future infrastructure necessary to serve a regional scale development versus neighborhood scale.

   The proposed development of a new regional hospital requires a regional scale activity center to support a zoning map amendment request at this location because the scale, mix of uses and regional attraction of the proposal is more than the original vision for S16 (LU.5 and LU.13). The Regional Plan goals and policies related to activity centers include support for well-designed centers with a variety of uses, development related to the appropriate context of the area type (urban, suburban, or rural) and that the center and corridor be developed in relation to the regional or neighborhood scale. The future activity center S16 meets many of the features that relate to regional scale development such as being located at the intersection of arterial roadways. The relocation of the activity center, discussed further below, aligns the activity within an area type of future suburban as opposed to existing rural. Several existing regional scale activity centers are situated under similar conditions with future or existing suburban being the primary area type within the activity center.

   There have been no private development requests to amend the scale of a future activity center since the adoption of the Regional Plan.

2. *Moving the center of a Future Suburban Activity Center to the north and east of its existing location.*

   As discussed above, activity centers were located based on the types of intersections expected to be developed (T.8 and T.1). In this case, the applicant is requesting to modify the proposed road

network shown on Map 25 which will alter the intersection of two arterial roads within this area. This realignment of the road network supports the relocation of this activity center. Instead of locating the center of the activity center over an intersection it places priority on the focal point of the proposed Health Village, the hospital and ambulatory surgical center. There are no specific goals and policies that discuss the relocation of an activity center. The Regional Plan suggests that specific plans should be developed with activity centers to ensure the activity center achieves the desired outcome based on area and place type (LU.18). A Specific Plan is being prepared and will be submitted for Planning and Zoning Commission recommendation to the Council following this request to ensure that the activity center meets the parameters of the Regional Plan by providing high level development guidance and development standards.

There have been no private development requests to modify a future activity center since the Regional Plan was adopted. The mix of land use zoning types within designated activity centers has changed little from year to year. Since 2014, the balance of zoning has changed in the following ways: commercial zoning has increased by 50 acres, public open space zoning by 42 acres, residential by 291 acres, and transect zones and increased by 3 acres. Industrial space has decreased by 56 acres. Much of this change has been the result of two Specific plans. The Southside and High Occupancy Housing plans both recalibrated the location of activity centers and their use-mix. Future changes to activity centers are still expected, with current work focusing on interpreting the specific land parcels that are/should be included in activity centers. This work may increase the total land area designated as part of an activity center. The relocation of this activity center has the potential to add approximately 63 acres of commercial space and 35 acres of public space if a zoning map amendment is approved in conjunction with this request.

3. *Changing the area type designation from Area in White and Rural/Suburban to Employment for 28 acres.*

Approximately 28 acres of the 172.6-acre Property are proposed to have their area type changed to Employment (LU. 4 and LU.15). Currently, these 28 acres are designated as Area in White retains existing entitlements and Existing Rural/Future Suburban. The property in this area is currently zoned for and would support large lot single family residential development. This may not be the highest and best use for a property that is located directly adjacent to a regional park, a minor arterial roadway, and a major interstate.

Since the adoption of the Regional Plan there have been twelve minor amendments. These amendments have primarily focused on increasing the Park/Open Space area type. There has been only one amendment (in the last year) to date increasing the Employment area type. There has been one amendment converting approximately 36.5 acres of Employment to the Park/Open Space area type (McMillan Mesa Natural Area). This proposed amendment would add back approximately 28 acres of Employment area type, which is one of the most protected area types identified in the Plan. Similarly, approximately 119 acres of land have been rezoned from industrial zones to other zoning categories since 2014. This request will support an additional 27.8 net acres of land for research and development.

The proposed amendment is supported by several goals and policies within the Plan and the proposed location is an ideal candidate for this amendment. The goals and policies listed above support the location of the proposed uses associated with this application. These conditions support the finding of conformance with the Regional Plan.

4. *Realigning a future road corridor (Beulah Boulevard).*

   As stated above, the Road Network Illustration (Map 25) shows Beulah Boulevard moved west of its current location to accommodate a future underpass across I-17. This underpass is important for the future transportation network because it will help reduce trips at the airport traffic interchange as well as Lake Mary Road and Beulah Boulevard and will assist with lowering vehicle miles traveled within Flagstaff. While the applicant is not anticipating constructing this underpass as part of their development, the applicant will need to ensure that leaving Beulah in its current location will not prohibit the future construction of the underpass. The intersection of Beulah Boulevard and Purple Sage Trail will be conditioned with any subsequent entitlement case to be designed and constructed to accommodate a future underpass across I-17.

III. SYSTEMS IMPACT ANALYSES

System impact analyses (Traffic, Water/Sewer, or Stormwater) are not required in conjunction with a Minor Regional Plan Amendment. These impact analyses will be completed in conjunction with the entitlement cases intend to move forward after this amendment is approved.

IV. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with the Regional Plan Amendment request. In accordance with Arizona Revised Statute and Section 10-20.30.080 (p. 20.30-9) of the Zoning Code, notice of the public hearings were provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners and homeowner's associations within one half of the subject property, consisting of 900 property owners.

The applicant held three neighborhood meetings for this application in addition to a proposed Specific Plan and Concept Zoning Map Amendment. These meetings were held on January 6, and January 18, 2022, at 5:30 pm and October 10, 2022, at 6:00 pm via Zoom. The January 6, 2022, meeting had approximately 70 attendees and the January 18, 2022, meeting had approximately 100 attendees. The October 10, 2022, meeting had approximately 154 attendees. Common themes of support included economic development impacts, better access to care and new clinical services and the overall health and wellness vision. Common themes of concern included transit and bus service, access to the new campus, traffic, re-use of the existing NAH campus, helicopter/ambulance noise, and building height.

V. RECOMMENDATION

Staff believes that the proposed amendments to the Regional Plan are supportable under the goals, policies, and guidelines of the *Flagstaff Regional Plan 2030 and* would recommend approval of the proposed amendment.

Attachments:
Application
Project Narrative
Existing vs. Proposed Regional Plan Maps
Applicant's Regional Plan Analysis

Northern Arizona Healthcare

Amended Applications for

Minor Regional Plan Amendment
Concept Zoning Map Amendment
Adoption of Specific Plan
Development Agreement

Project PZ-21-00126
October 12, 2022

NAH Health Village

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Property Data:

Coconino APN					
Parcel	APN	Zoning	Area (sq.ft.)	Area (ac.)	Comments
1	112-05-125	ER/RR	2,283,777.45	52.43	RR = 38.92 / ER = 13.51
2	112-05-126	ER	613,928.38	14.09	
3	112-05-127	ER	186,249.06	4.28	
4	112-05-128	R1	106,73.57	0.25	
5	112-05-001H	ER	741,565.02	17.02	
6	112-10-001L	ER	440,208.96	10.11	
7	112-10-001V	ER	439,800.08	10.10	
8	112-10-002A	RR	219,986.53	5.05	
9	112-10-004	RR	220,446.11	5.06	
10	112-10-037	RR	125,448.48	2.88	
11	112-10-005T	ER	439,601.78	10.09	
12	112-10-006A	ER	79,787.41	1.83	
13	112-10-006B	ER	75,073.58	1.72	
14	112-10-006C	ER	284,503.44	6.53	
15	112-10-032A	ER	606,579.68	13.93	
16	112-10-036	RR	94,686.07	2.17	
17	116-13-004B	RR	894,494.31	20.53	
NAH TOTAL PROPERTY AREA:			7,756,809.91	178.07	

Planning Area:	172.62+/- acres[1] (*See* Specific Plan, Appendix 2)	
Existing Zone Classifications:[2]	Rural Residential (RR)	74.62 acres
	Estate Residential (ER)	97.76 acres
	Single Family Residential (R1)	0.25 acres
	Total:	172.6 acres (rounded)
Proposed Zoning Classifications:[3]	Highway Commercial (HC)	109.7 acres (63.18 acres in phase 1)
	Research & Development (RD)	27.8 acres
	Public Facilities (PF)	35.2 acres

[1] Gross acreage of 17 parcels involved in this application is 178.07. Planning Area consists of 172.62 acres, as described and mapped at Specific Plan, Appendix 2. The difference (5.45 acres appox.), is comprised of three parcel remnants that are outside the Planning Area. These remnants are part of APN 112-10-005T, -006A, and -006C, as shown in Specific Plan, Appendix 2. Applicant will submit lot line adjustment / lot combination applications to create an approximately 3.6-acre parcel from the remnant portion of 112-10-006C, and an approximately 1.8-acre parcel from the remnant portions of 112-10-005T and 112-10-006A.

[2] *See* Specific Plan, Appendix 3 (Existing Zoning Map).

[3] *See* Specific Plan, Appendix 9 (Zoning Plan).

	Total:	172.6 acres (rounded)

Project Data:

Development Name:	NAH Health Village

Use Category:	Description:[4]
Hospital, Emergency, & MOB:	Approximately 1.26 million square feet on approximately 59.8 net acres (FAR 0.49), comprised of building types compatible with Hospital and Medical Office uses. *See* Specific Plan, Section III(A) (Land Use Plan & Program).
Residential:	Estimated 315 dwelling units on 15.3 net acres (20.5 units per acre), comprised of building types compatible with uses for Mixed Use, Multiple-Family Development, certain High Occupancy Housing, Employee Housing and Co-Housing.[5] *See* Specific Plan, Section III(A) (Land Use Plan & Program), and Section V(B) (Use Tables).
Commercial:	Approximately 382,000 square feet of non-residential uses on 41.9 net acres, comprised of Commercial uses, including Retail and Lodging. FAR varies by use and location (in and out of planned future activity center). *See* Specific Plan, Section III(A) (Land Use Plan & Program).
Research & Development	Approximately 250,000 square feet on 27.1 net acres, comprised of Research & Development uses, including Light Manufacturing. *See* Specific Plan, Section III(A) (Land Use Plan & Program).
Open Space:	Approximately 30.3 net acres of designated Open Space and Civic Space, inclusive of areas reserved for wellness retreat (20.0 net acres) and FUTS preservation (10.3 net acres). *See* Specific Plan, Section III(A) (Land Use Plan & Program).

[4] Descriptions are general and intended to provide context for the use areas. Please refer to Specific Plan, Sections III(A) & (B), IV & V for more details.

[5] This application does not adopt Division 10-50.110 of the Flagstaff Municipal Code.

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28. Regional Plan Activity Center (Map 24) Amendment
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30. Regional Plan Road Network (Map 25) Amendment

[6] Appendices 1 through 26 are part of the proposed Specific Plan. The appendices submitted with these combined, amended applications are numbered 27 through 38.

31. Regional Plan Great Streets and Gateways (Map 12)
32. Sustainability Proposal
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I. Introduction

A. Executive Summary

Northern Arizona Healthcare Corporation (NAH) proposes these Applications for Adoption of Specific Plan, Minor Regional Plan Amendment, Concept Zoning Map Amendment, and Development Agreement, in support of its vision to bring to Flagstaff a new, state-of-the-art, regional hospital and ambulatory care facility, surrounded by a Health Village designed as a location for our community to gather for a full range of medical, health and wellness services, together with a broad mix of commercial, retail, research and housing opportunities.

1. History and Reach

Flagstaff Medical Center (FMC) has deep roots in this community. In 1936, to meet the needs of a growing town, Dr. Charles Sechrist founded Flagstaff Hospital, with 25 beds, on North Beaver Street. Ever since, Flagstaff and communities throughout Northern Arizona have been served by what became known as Flagstaff Medical Center, still located on North Beaver Street. For the past 35 years, FMC has been owned and operated by NAH. Both FMC and NAH are nonprofit corporations.

FMC provides world class medical services as a major regional hospital, with a facility expanded to over 300 beds to address patient needs during the COVID-19 pandemic. FMC is an Arizona-certified Level I Trauma Center, meaning that it is a comprehensive regional resource capable of providing total care for every aspect of injury, from prevention through rehabilitation. Notably, FMC is the only Arizona Level I Trauma Center north of Phoenix. NAH, through the combined resources of FMC and the Verde Valley Medical Center, serves a region encompassing over 700,000 people spread across 50,000 square miles.

2. Need for New Medical Facilities

Even as FMC has endeavored to advance the quality of its medical care, it does so constrained by a physical campus no longer adequate to meet the growing needs of the community and region, or to implement an evolving understanding of best practices when it comes to patient care. These challenges will become more difficult in the coming years.

FMC's campus is inefficient. It sprawls across 20 city lots, crossing three busy circulation streets, and consumes over 40 acres of horizontally developed medical facilities. Additionally, inpatient bed units span five buildings and more than 900 feet of walking distance, decreasing NAH's ability to deliver services in an efficient manner. The current, segmented campus contributes to higher costs (via duplication of equipment, supplies, and staff), as well as wayfinding confusion and frustration on the part of patients and visitors. FMC for years has stitched together its facilities with measures such as building a sky bridge to connect east and west campuses, and even parking some of its more than 2,000 employees over a mile away on Switzer Canyon Drive. Although FMC owns additional lots as yet undeveloped in the vicinity of the current hospital, future use of these lots would exacerbate a horizonal and disconnected medical services network. It would place increasing pressure on an already overburdened road system and make access even for emergency vehicles increasingly problematic.

FMC's patient facilities will not keep pace with advances in medical care best practices. Even as the campus is sprawling, vital components of the hospital are undersized in relation to contemporary requirements for delivery of medical services. Portions of the current campus are more than 50 years old. With the primary patient bed units having been built in the mid-1980s (under legacy building codes), the facility is more than 25% smaller than contemporary benchmarks, limiting NAH's ability to keep pace with advances in medical care and technology. The current facility impacts both patients and the organization due to a lack of privacy, with 29 of FMC's inpatient rooms being double occupancy. In addition to reduced patient privacy, this results in the facility running at lower capacity as beds have had to be blocked for infection prevention requirements, leading to patients having to travel out of the region for care.

With a contemporary design on a greenfield site, NAH will overcome the challenges presented by the current campus, and it will see reduced cost pressure for many services it currently provides. Importantly, NAH will add and expand service offerings – including a comprehensive cancer center, an expanded wound care program (with the addition of hyperbaric chambers), a full-service outpatient imaging center (with a breast cancer imaging suite), and a robust outpatient surgery, endoscopy, and pain management center. In other words, the replacement hospital will solve for both the overall sizing of the facility and operational efficiencies, providing a better patient experience and allowing NAH to expand services.

3. Planning Beyond the Traditional Hospital

With its sights focused on the future needs of our community and the future of top tier medical care, which our community deserves, NAH acquired 172.6 acres of largely

undeveloped land east and north of Fort Tuthill County Park. This site will become home to the new hospital, and much more. It will be a Health Village. A Health Village is an emerging concept within medical care that broadens and re-imagines traditional concepts of a hospital. Health Villages are multi-use environments, which bring together medical, health, and wellness care with complementary retail, commercial, research, education, and residential opportunities. These are places where those who are sick or injured can receive treatment, and where everyone can find resources to help us be and remain healthy and well.

NAH's Health Village will:

- Create a **healthy lifestyle destination** in Flagstaff that will take care of Northern Arizona residents, with an emphasis on **wellness, innovation, virtual and world class care**.
- Become a **gathering place** for the community, a sanctuary highly **integrated with its natural environment**, that helps community members **relieve stress and engage in healthy lifestyle choices**.
- Achieve **accessibility to all members of the community**, and leverage neighboring developments and amenities, to promote **synergistic partnerships and lifetime care**.
- Attract development that will result in **employment opportunity** and **economic benefit** to Flagstaff, estimated at over 3,085 direct and indirect jobs and up to $387 million of direct and indirect economic output per year.
- Contribute to Flagstaff's efforts to solve its housing crisis, **providing housing opportunities** with over 250 units to be located directly on the Health Village campus, and **opening access** to land that could provide hundreds more.

Anchoring the Health Village, in the heart of the Planning Area, NAH will build a new regional hospital, with up to 468 beds, increasing its patient bed capacity by a third while simultaneously incorporating efficiencies and best clinical practices. Some of the ways in which these improvements will be seen include more vertical, rather than horizontal, integration of services, and emphasis on patient experience including noise reduction and view protection from patient rooms. Outpatient care, including surgical services, and medical and administrative officing, will be physically connected with the hospital, making these functions easier to access for both NAH staff and providers as well as members of the public.

The Planning Area offers a unique opportunity to utilize the natural environment as a focus of health and wellness. The facilities, views, and areas of respite are all planned based on physically and visually connecting to the place in an authentic way. The connection to nature has been proven to add comfort to patients and staff. As well, by creating a destination, NAH believes this replacement hospital will improve staff satisfaction, which will result in improved work performance, patient care, and staff recruitment and retention.

Open space and civic space will be emphasized throughout the Planning Area. In particular, adjacent to the new hospital, more than 30 acres of the Planning Area are set aside to preserve a current FUTS corridor and to host a 21-acre wellness retreat, where staff, patients, visitors and the public can enjoy outdoor paths, trails, gathering areas and the like. The wellness retreat will connect the hospital with its surrounding natural environment.

B. Adoption of Specific Plan

NAH seeks the adoption of the proposed Specific Plan pursuant to Flagstaff City Code Division 11-10.30. In Flagstaff, hospitals are permitted nowhere as of right, and almost anywhere if under a conditional use permit. Because of the size and cost, complexity, use mix, and phased development of the NAH Health Village, the Specific Plan is necessary to secure development rights, provide a greater level of detail for its geographic area in relation to Flagstaff's General Plan including specifying zoning regulations and development standards, to protect the goals of a Health Village, and to support its successful and timely completion.

A discussion of the purpose and intent of the Specific Plan is set forth in Section I of the Plan. The nature and scope of development within the Planning Area is set forth in detail in Sections III, IV and V of the Specific Plan, and discussed conceptually in Section III(A), below. To summarize why the Specific Plan is necessary, some elements of the Health Village are not provided for in the existing Zoning Code, while at the same time, the existing Zoning Code would permit uses inconsistent with the Health Village concept.

To be of the size and configuration needed to provide optimal care to the region's growing population, the new hospital needs to be up to seven stories, and 160 feet, in height. Vertical, rather than horizontal, design improves numerous areas of clinical operations, including a more compact (closer) arrangement of clinical services, a more efficient environment for staff, and even safety and security improvements. This height is not provided for in the Zoning Code.

Similarly, the Zoning Code emphasizes building-forward strategies to place building fronts next to street sidewalks. *See* Code § 10-30.60.060. Although this is achievable across most of the NAH Health Village site, the hospital itself should be placed away from the street, and in this way further from the airport and highway, to minimize noise, simplify wayfinding, and maximize view sheds for the benefit of patients. The image to the right illustrates the highway and airport noise exposure zones as they exist within the Planning Area, with the planned hospital set far enough west to be less impacted by those zones.

Finally, the envisioned Health Village can be developed generally consistent with existing zones, such as highway commercial and research & development, but those same zones would also permit development of uses inconsistent with a Health Village concept. For this reason, some use and development standards are set forth in the Specific Plan to preserve the integrity of the Health Village concept.

The Health Village concept will be best implemented if uses, building locations, circulation plans, and open/civic space are coordinated to be consistent with and supportive of the new medical facilities. Under Flagstaff's City Code, specific plans are a perfect tool for accomplishing these goals across a large development area such as the Planning Area in this case.

The Specific Plan may be adopted in two phases. In the first phase, the Specific Plan will serve as a regulatory document for Land Use Areas 1a, 1b, and 2b (defined in the Land Use Plan, Appendix 10), and it will provide a planning framework for all of the Planning Area. Upon adoption of the second phase, the Specific Plan will serve both regulatory and planning functions over all of the Planning Area.

C. Concept Zoning Map Amendment

Development of the NAH Health Village requires that all of the Planning Area be rezoned. The Planning Area is comprised of 17 parcels, which are listed on page 3, above. All of the parcels currently have residential zone designations. Ten parcels are zoned estate residential (ER), five parcels are zoned rural residential (RR), one parcel is zoned single-family residential (R1), and one parcel is split zoned between ER and RR. The base zones for the NAH Health Village Specific Plan will be highway commercial (HC), public facilities (PF), and research & development (RD). The Zoning Plan for the Planning Area is Appendix 9 to the Specific Plan. Acreages of the Planning Area as currently zoned, and acreages for the Planning Area once rezoned are set forth on page 3, above. Further, all but three parcels within the Planning Area are within the City of Flagstaff Resource Protection Overlay (City Code § 10-90.30.050). The Applicant's zoning map amendment requests that the remaining three parcels, APNs 112-10-036, 112-10-037, and 112-05-125, that are not currently located within the Resource Protection Overlay, be added into the Resource Protection Overlay. Proposed findings in support of rezoning are set forth in Section IV, below. Although the Zoning Plan anticipates all of the Planning Area will be rezoned, in the first phase, Land Use Area 1a, 1b, and 2b will be rezoned, with the rest of the Planning Area to be rezoned in the second phase.

D. Minor Regional Plan Amendment

Development of the NAH Health Village requires four minor amendments to the General Plan. These proposed amendments are classified as minor under the criteria of the General Plan, pages III-13 to III-15, as follows:

1. Amend General Plan Maps 21, 22 and 24 by changing the area type within a future suburban activity center (S16) from neighborhood scale to regional scale.

Justification: The new, replacement hospital will be regional in scale commensurate with NAH's patient population base of over 700,000 people spread across 50,000 square miles. The Planning Area overall will include areas of higher density residential (more than 14 units per acre), significant civic space, commercial resources including retail, services and lodging. (*See* Specific Plan, Section III(A)). It will draw numerous clinical partners of NAH that will in turn draw their clients and patients as well. These are "commercial and service uses that serve the needs of the entire region" and "which attract a regional or community-wide market." The General Plan, at IX-47, categorizes the intended development described by the Specific Plan as regional in scale.

2. Amend Maps 21, 22 and 24 by moving the center point of a future suburban activity center (S16) north and east as depicted in Appendix 28.

Justification: Activity Center S16 is in the General Plan, though it contains property designated as rural. The General Plan envisions activity centers that will be mixed-use areas inclusive of commercial, retail, offices, medical services and the like. (General Plan at IX-47, GL-1). This amendment has the effect of removing from the Activity Center property within the General Plan intended for low density residential uses or open space to the west, and instead bringing within the Activity Center area mixed uses such as those described in the Specific Plan. Capturing these uses within the Activity Center promotes the purpose of these locations. In this particular instance, the Specific Plan will result is substantial economic vitality in and around the Activity Center, estimated to generate over the next 23 years, on average, over $2.7 million per year of tax revenue for the City of Flagstaff, Coconino County, and Flagstaff Unified School District. (*See* Appendix 33 (Economic Impact Analysis)).

3. Amend Map 21 to designate area within and south of Activity Center S16 as an employment area as depicted in Appendix 29.

Justification: This amendment reclassifies future suburban and "area in white" into one of the City's most needed area types, employment. The General Plan warns that the City had barely enough land for retail and industrial uses when the Plan was adopted, and that as of adoption land for institutional use, including for health, was at a deficit of 116 acres. (General Plan at IX-13). This amendment increases land for employment by 132 acres. The Planning Area folds together a mix of land uses, including housing and research and development, which the General Plan advocates as ideal for employment. (Goal LU.6 & Policy LU 6.2). In fact, employment opportunities are called out by the General Plan to be featured in suburban activity centers such as S16. (Goal LU.13 and Policy LU.13.7). Development of the NAH Health Village will result of substantial economic activity benefitting Flagstaff as a whole, with over 3,085 direct and indirect jobs and up to $387 million of direct and indirect economic output per year.

4. Amend Map 25 to realign a future circulation road corridor, as depicted in Appendix 30.

Justification: The conceptual road network as laid out in the General Plan is incompatible with the development of the NAH Health Village. It places circulation streets where the Specific Plan seeks to preserve open space and civic space, including a FUTS corridor. It also would prevent the new hospital from taking optimal advantage of open space and view corridors that will benefit both staff and patients. The proposed amendment to Map

25 accommodates the needs and goals of the new hospital and, especially, the wellness retreat and FUTS trail preservation. It also preserves the General Plan's goal of creating effective connectivity north and west of the Planning Area for future suburban uses. The proposed amendment would keep Beulah in its current location. Amending the road network is consistent with relocating the S16 Activity Center. "Potential new activity centers have been located where the future road network intersects, and future development has been proposed. This Plan encourages future development to be focused on, and planned around activity centers." (General Plan at IX-63). In other words, locating the activity center and its supporting road network go hand in hand.

Further, the proposed road alignment will still accommodate a future underpass under I-17. The proposed access corridor connects with the unaltered Regional Travel corridors of existing Beulah and I-17 in the same location as the Access corridor shown on the Regional Plan's existing Map 25, and therefore has not changed the conditions necessary to make an underpass work. The Applicant has explored preliminary grading in this area and there is the ability to lower Beulah at its intersection with the proposed access corridor (Purple Sage Trail), still provide positive drainage to the culvert under I-17 to the north of the intersection, and create room for a roadway under I-17 without any necessary changes to I-17. The Applicant has attached an analysis of proposed grade and cut necessary to accommodate the future underpass. The Applicant has prepared and attached a schematic detailing the proposed grade and cut (Appendix 41).

Finally, the proposed road network creates three intersections while the road network shown on the existing Map 25 shows five intersections in the same area. People traveling North and South will have a more direct path with proposed conditions than they would have had assuming they would have traveled along the existing Map 25's Future Circulation corridor. All other movements require the same amount of turns under either road-network condition. "T" intersections vs. triangular intersections will marginally add to travel distance but this is a necessary trade off to better facilitate the proposed land uses that are not related to the expected land uses the existing Map 25 was built around. Further, the use of signalized intersections rather than roundabouts facilitates visibility and wayfinding. From the common point on Forest Road 532, the proposed travel path to the intersection of Purple Sage/Beulah is .97 miles while the existing Regional Plan's network path would be .94 miles. The proposed route requires one through movement (on the larger road so less delay is expected), one right turn, and one left turn to get under I-17. The existing Regional Plan network route requires one right turn, one left turn, and one through movement (crossing the larger road so more delay is expected). By removing a through movement that requires crossing a larger road will actually reduce delays and interruptions as compared to the existing Regional Plan network path. Regardless, even if the proposed network creates some inefficiencies compared to the existing Regional

Plan network path, those inefficiencies are outweighed by the substantial community benefits the overall development provides the region, as such benefits are set forth in Section IV, below.

With these amendments, the NAH Health Village is consistent with the General Plan, and it is strongly supportive of many key Plan goals and policies. A discussion of the Specific Plan's compatibility with the General Plan, and implementation of General Plan goals and policies, is set forth in Section I(D) of the Specific Plan. Further, a detailed analysis of proposed findings supporting the minor regional plan amendment is presented in Section IV, below.

E. Development Agreement

NAH seeks to enter into a development agreement with the City to further the goals of the NAH Health Village and facilitate its timely development. In this application, NAH is not proposing specific terms and conditions for the development agreement. Instead, NAH presents here topics for further discussion and possible inclusion in a final agreement:

- Sustainability Initiatives. The Specific Plan covers development plans and standards for resource protection, open space and civic space across the Planning Area. Sustainability practices will be decided during site planning as they are use-dependent. Some sustainability goals and policies may be prescribed in the development agreement. NAH presents draft goals and policies in Appendix 32.

- Future Traffic Impact Analysis. Because of the scale of the development and the length of time over which NAH anticipates its completion, the Specific Plan calls for a follow up traffic impact analysis. The second TIA will allow for the consideration of needed infrastructure improvements once actual traffic volumes and patterns can be observed. This later TIA will benefit from better data as the prior study year developments' impacts will be able to be measured, and may allow adjustments to trip generation, internal capture and distribution. The later TIA will serve as a validation tool for the improvements originally identified in the buildout horizon year of 2045 as well as allowing phasing of the infrastructure needed at full buildout. The mechanism for the City to require this phased study will be set forth in the development agreement.

- Public Transit Funding. NAIPTA proposes 20-minute peak hour service supplemented with paratransit service for the regional hospital and ambulatory care facility. Transit service will need to begin not later than the issuance of a certificate of occupancy for any improvements within Land Use Area 2b. Applicant can provide transit stops for public transportation within Land Use Area 2b. Funding of operational costs for NAIPTA to provide its proposed service remains undetermined. For NAIPTA to provide 20-minute peak hour service to the new hospital, three additional busses will be required, with additional operational costs estimated at $1.06 million annually. If instead bus service is to Pulliam Airport as well as the new hospital, then in that case four additional buses will be required, with additional operational costs estimated at $1.33 million annually. Paratransit service to the new hospital is estimated to cost $112,500 annually. The development agreement may provide a mechanism for addressing funding.

- Residential Assurances. The Specific Plan forecasts 315 residential units in Land Use Area 2a. The City has requested assurances about the number of residential units. The Specific Plan builds in flexibility within Land Use Area 2a to accommodate other uses – it is a mixed use area – and also flexibility across Areas 2c, 2d and 3 for potential residential uses in those locations. This flexibility is intended to accommodate community needs, market requirements, and future trends while preserving the Health Village concept. Residential requirements or assurances may be addressed in the development agreement.

- Fire Impact Analysis. The fire impact analysis and proposed mitigation is discussed in the Specific Plan, Section III(J). The fire impact analysis also calls for additional study. The consultant recommending additional study is already performing Standards of Coverage Analysis for the Flagstaff Fire Department, which it advises will address the additional study called out in the fire impact analysis. (Appendix 34). The development agreement will need to cover how to handle the results of the Standards of Coverage Analysis.

The foregoing list is not exhaustive of development agreement topics.

II. Location & Context

A. General Location Information

The Planning Area is bounded on the north by vacant private property and the Mountain Dell subdivision, on the east by State Route 89A (Beulah Blvd.) and Interstate 17, on the south by Fort Tuthill County Park, and on the west by rural residential and estate residential properties with intermittent development. The location of the land included in the Planning Area is shown on the Context Analysis Map, Appendix 27, which also identifies the properties, zoning designations, and uses surrounding the Planning Area. A legal description for the land within the Planning Area is attached as Specific Plan, Appendix 2.

B. Site & Area Analysis

Site and area analysis as required by City Code §§ 10-20.50.040(C) and 11-10.30.030, is set forth in the Specific Plan, Sections I(D) and II.

III. Development Proposal

A. Concept Site Plan

The Concept Zoning Plan is Appendix 9 to the Specific Plan. Overall site development is rendered in concept in the Land Use Plan (Specific Plan, Appendix 10). The Planning Area is presented consistent with proposed zoning and use areas. Use Areas 1a and 1b will be zoned PF, Use Areas 2a, 2b, 2c and 2d will be zoned HC, and Use Area 3 will be zoned RD. Conceptual land use is discussed in the Specific Plan at Section III(A), with some supplemental information presented below. Circulation through the Planning Area relies on Healthcare Blvd., Purple Sage Trail, and Wellness Loop, which are illustrated in the plans. The Circulation Plan for the project is discussed in the Specific Plan at Section III(C) & (D).

The Land Use Plan shows the new hospital at the center of a Health Village that will extend both north and south with a diverse mix of compatible uses, including clinical partners, research and development, commercial/retail, lodging, and multi-family residential. To the west, the Land Use Plan shows substantial open space and civic space, which buffers dispersed residential uses further west as well as the County's fairgrounds to the southwest.

1. Area 1a – the FUTS

Area 1a is the location of the existing Sinclair Wash FUTS. It will be zoned PF and not public open space (POS) because it may be suitable for future use for active recreation or other parks/recreation uses in addition to public open space. This area provides a buffer along the Planning Area's western side with the low-density residential uses to the west.

2. Area 1b – the Wellness Retreat

Area 1b will be a wellness retreat. The wellness retreat is a signature feature of the Specific Plan and is integral to the concept of a Health Village. It is located immediately adjacent to the hospital complex uninterrupted by public streets. This will make it accessible for pedestrian or bicycle use by hospital patients and their families, hospital staff, surrounding businesses and residences, and the public. This feature, together with careful orientation of the hospital to preserve and maximize view sheds for patients, is what enables the Heath Village to become a sanctuary highly integrated with its natural environment, that helps community members relieve stress and engage in healthy lifestyle choices. A concept plan for the wellness retreat is at Specific Plan, Appendix 11.

3. Area 2a – Mixed Use/Housing

Area 2a is planned for mixed use. Under the Land Use Program, it is planned for 20.5 units per acre, which is significantly higher than the 14 units per acre threshold set in the General Plan. By creating space for high density housing, the Specific Plan proposal furthers several goals of Flagstaff's 10-Year Housing Plan, which was adopted on February 14, 2022. These include:

- Create 2.2: Identify suburban areas to support greater density and intensity of development.
- Create: 3.2: Encourage neighborhoods, housing types and building practices that increase health.
- Protect 2.2: Encourage diversity in housing options in all neighborhoods, understanding that exclusive communities are incompatible with the City of Flagstaff's mission to protect and enhance the quality of life for all.

4. Area 2b – Hospital/Ambulatory Care Facility/MOB

Area 2b will be the location of the replacement regional hospital, ambulatory care facility and medical offices. The new facilities will fully replace the existing Flagstaff Medical Center located on North Beaver Street. It is expected the new hospital will be up to seven floors and 160 feet in height, which the Specific Plan will allow in this area only. Overall, the hospital, ambulatory care facility and medical offices will vary in height, and only a portion of the structure will use the maximum height allowance. Plate heights for hospitals are large due to the need to house both building mechanical systems and medical support systems within ceiling space. Emergency and other patient services will be housed on the lower floors, and patient rooms on the upper floors.

The hospital will accommodate up to 468 patient beds. Patient rooms will be located on upper floors directly above emergency and other clinical services. This vertical orientation for patient care marks a stark contrast with the existing hospital's horizonal and segmented layout. In the new hospital, patients will be moved quickly via elevator to the services they need, reducing the inefficiencies caused for patients and staff. Patient rooms will be able to take advantage of the site's view corridors, with north-facing rooms viewing the San Francisco Peaks, and south-facing rooms viewing forest including the open space preserved by the wellness retreat and Fort Tuthill County Park. Further, the proposed design and layout of the hospital will mitigate any impact to viewsheds from great street and gateway corridors. The natural landscaping on the Planning Area consists of mature ponderosa pine that are approximately eighty feet tall, which mitigates the impact of the patient tower. Further, the hospital layout utilizes existing grade to minimize height impacts. Finally, the viewsheds are protected as the hospital is pushed away from Beulah/I-17 ensuring that views from the corridor towards the peaks are not impacted. The Applicant has prepared an Illustrative Development Plan (Appendix 39) and a Viewshed Analysis (Appendix 40) showing a visualization of Health Village. The Viewshed Analysis shows the current planned patient tower and the future patient tower. The future patient tower will not exceed the height of the current planned tower and the extents of the future tower footprint have been included in the Viewshed Analysis.

Medical transport via helicopter will be located on the roof of the hospital building. The helipad will be designed in compliance with IFC 2018, Section 2007, Helistops and Heliports, as well as with National Fire Protection Association (NFPA) Publication 418, Standard for Heliports, 2021. The helistop will facilitate the emergency transportation of patients, medical teams and/or medical cargo to and from the facility. This helistop will not include any considerations for the service, maintenance, refueling or flight training for said helicopters. The Ft Tuthill Hospital is a level 1 trauma center and thus will need the ability to provide access to helicopters of multiple sizes including helicopters typically used in mass casualty and natural disaster events which are larger than most as well as the capacity to serve two helicopters at once.

The placement and location of helistops come with many restrictions and considerations. To minimize impacts to the public, the hospital patrons, emergency and normal vehicular traffic on the site and the natural landscape and tree vegetation on the site, the ideal placement of the helistops is on top of the building. This doubles as an efficiency for the transport of emergency patients; with the helistop at the top of the building it will have direct-line access via elevator to the emergency department of the hospital eliminating the need to transport gurneys across parking areas and driveways thus reducing patient travel time and increasing their survivability. The helistop placement at the top of the patient tower also provides the helicopters with a flight orientation that is close to parallel to the aircraft traffic at Flagstaff Pulliam Airport reducing any potential conflicts with other air traffic in the area. This flight path orientation also aligns with the prevailing wind patterns in the area, as indicated by the runway alignments at Pulliam Airport. Additionally, the airport's rectangular traffic pattern is southeast of the runway, opposite the Ft Tuthill campus on the northwest side. Therefore, the standard traffic pattern and helicopter flightpaths would not conflict.

A helistop consists of much more than just the physical landing pad. It also includes sloped Approach/Departure Surfaces centered on each designated flightpath. These surfaces extend approximately 4,000 feet from the heliport. If the heliport were at ground level, it would require significant obstruction-removal activities to meet FAA criteria including potential removal of trees, power lines, etc. The air movement generated from a helicopter's blades also have a significant impact and placing a helistop on the roof minimizes these impacts to pedestrians and vehicles.

The primary heliport user would be Guardian Air, whose local helicopter is based at Pulliam Airport. Guardian Air's pilots use the airport daily. They know the airport's traffic patterns. Likewise, the heliport would lie within the airport's "Class D" airspace, a five-nautical-mile radius from the ARP. Class D airspace surrounds an airport that has an Air Traffic Control Tower (ATCT), which Pulliam Airport has. Aircraft operations within Class D airspace can only take place when approved by the ATCT, which provides separation between aircraft. When the ATCT is closed (nighttime) pilots communicate their positions and intentions to each other via the Common Traffic Advisory Frequency (CTAF).

Additionally, the heliport will undergo an "Airspace Study" by FAA staff before its construction. This process is mandated by Part 157, *Notice of Construction, Alteration, Activation and Deactivation*, of the Federal Aviation Regulations and results in a "Heliport Airspace Analysis Determination (HAAD)". An HAAD states that FAA staff "does not object" to development of the heliport or use of the airspace to operate to and from the

site subject to a list of conditions. Operations within Pulliam Airport's Class D airspace would be part of that study.

The Planning Area falls partially within the Avigation Area Zone and the Applicant will submit an avigation easement along with the subdivision platting. The hospital's uses are outside of the airport's avigation easement. See Zoning Code §§ 10-20.40.020, 10-90.30.010.

The location of the hospital on its parcel needs to be set back from the street to implement needed buffers to highway and airport operational noise impacts and, importantly, to assist in wayfinding for patients and visitors. Hospitals and other medical buildings will need parking and emergency circulation to be designed between the building and adjacent streets. The Specific Plan will not require compliance with City Code § 10-30.60.060 (Building Placement) for buildings intended for the delivery of medical services. (*See* Specific Plan, Section IV(C)). These areas will follow the NAH Architectural Standards. (Specific Plan, Appendix 17).

5. Area 2c – Lodging

Area 2c is for commercial use, possibly a hotel. The location of this area at the southeast corner of the larger hospital parcel promotes a building forward solution in this location and for the larger medical complex.

6. Area 2d – Clinical Partners and Area 3 – Research & Innovation

Area 2d is intended for commercial use, particularly clinical partners, medical offices, retail and service. Area 3 is intended for research and innovation, and it will be appropriate for uses ranging from training and education to light manufacturing. Initially, Areas 2d and 3 will be a single parcel with split zoning. This is due to two factors. First, access across the Planning Area to Fort Tuthill via Purple Sage and Infantry Road uses existing access easements, which will not need to be altered until the parcel is ready for development. The location and specifications of a future access road will be determined based on the timing of development and the needs of the County. Second, although a future access road in this location is likely to be along the zoning boundary, it is foreseeable that community needs and market factors may influence where improvements will be placed.

B. Open Space/Civic Space

Open space and resource conservation are emphasized throughout the Health Village, accented by a 21.2-acre (net) wellness retreat west of the new hospital. Open space and civic space are discussed in detail in Sections II(H) and III(B) of the Specific Plan. The Wellness Retreat Concept Plan is Appendix 11 to the Specific Plan.

The proposed NAH Health Village is consistent with and furthers the goals of both the General Plan and the City's Parks and Recreation Organizational Master Plan. The NAH Health Village will bolster and not deplete City resources in this context. The largest contiguous acreage intended for open space and resource conservation is the combination of Land Use Areas 1a and 1b. These will be open to the general public, subject to a public access easement which will be prepared by and recorded by the master developer. The terms of the public access easement are addressed in the development agreement.

The City has a deficit in acreage needed for neighborhood and community parks based on anticipated growth and demand. In the General Plan, the City identified demand in the 2030-2050 timeframe for neighborhood, community, and regional parks at 54, 176 and 270 acres, respectively. (General Plan at IX-13). These acreages are all listed as deficit acreages in the General Plan, with no existing supply. However, in the City's Parks and Recreation Organizational Master Plan (dated February 2013), existing supply (developed and undeveloped) of neighborhood, community and regional parks are shown to be 40.29, 88.6, and 540 acres, respectively. (Parks Master Plan at 15-16). Combining the data reported in the General Plan and Parks Master Plan reflects a deficit in acreages needed for neighborhood parks of 13.71, and for community parks of 87.4. The wellness retreat on its own, by size, would qualify as the third largest community park. (Parks Master Plan Table 6). Considered together, the wellness retreat plus the FUTS trail area is larger than Foxglenn Park.

Programming for the wellness retreat, including recreational opportunities, will be determined later in the planning process. While recreational opportunities are still being considered, future recreational opportunities at the wellness retreat may include fitness/wellness opportunities such as yoga, Pilates, and healthy lifestyle education resources. These fitness/wellness activities are recommended as "core" future recreation programs. (Parks and Recreation Master Plan Table 21). These potential recreational opportunities would further the Applicant's vision for the Health Village as an area focused on overall health and physical condition. The Applicant will continue to develop its recreational opportunities available at Health Village.

It is clear, even in these early planning stages, that the NAH Health Village open space and civic space are supported in the Parks Master Plan. The City would benefit from the

addition of space suitable for neighborhood and community parks. These types of parks are defined. "Neighborhood parks are generally between two and ten acres and typically exclude activities such as disc golf, soccer or softball fields, racquetball courts, skate parks or off-leash areas." (Parks Master Plan at 13). "Community parks are between 20 and 40 acres and may include playgrounds, horseshoe, tennis, volleyball and basketball courts, soccer, baseball and/or softball fields, picnic ramadas, restrooms, skate track/ BMX facilities, disc golf courses and off leash areas." (Parks Master Plan at 13). Level of service is tied to population. For example, from the General Plan: "Measurable standards to ascertain whether or not recreational levels of service are being met are determined by a combined matrix of acreage, amenities, quality of facilities, and demand. Playgrounds, sport fields and courts, ramadas, restrooms, and other amenities need to be provided in numbers relative to the population." (General Plan at XV-5).

Active programming, such as ball fields, is not a monolithic objective of the City's parks and recreation plan because they do not serve all of the community. As noted in the Master Plan, "As the city's older population grows, the demand for facilities and programs meeting the needs of older residents will increase. These programs are not traditionally met with fields for sports play and may result in a demand for facilities focused around health, arts, environmental programs, passive recreation and learning." (Parks Master Plan at 9). Adjacent to a hospital, the wellness retreat is suited to this description of recreational opportunity.

C. Access/Circulation/Parking

Vehicular access and circulation are discussed in the Specific Plan, Section III(C). Pedestrian, bicycle and public transit connectivity are discussed in the Specific Plan, Section III(D). This section discusses supplementary information to what is presented in the Specific Plan.

The Great Street and Gateways Map, Appendix 31, shows that although the Planning Area is not currently part of Flagstaff's Great Street network, the site, with its planned activity center, is part of the Flagstaff Pathways 2030 Regional Transportation Plan and is located alongside a Gateway Corridor. Gateway Corridors include arterial roadways that provide access into Flagstaff, such as I-17 to Milton Road. (General Plan at VIII-2). The General Plan's Road Network Illustration depicts the Planning Area currently bounded by a Regional Travel Corridor, which is Highway 89A along the eastern side of the Planning Area, with Future Circulation and Access Corridors planned to connect with the Future Activity Center (S16). Future Circulation streets are planned to connect with

the node of S16 from the northeast, northwest and south. A Future Access street is planned to cross I-17 connecting the two sides of the interstate toward the southern end of the Planning Area, but north of the existing I-17/J.W. Powell Blvd. interchange.

The Specific Plan and accompanying proposed regional plan amendment seek to alter the Road Network Illustration as shown in Appendix 30 by re-aligning the road system with the proposed adjustment to the S16 Activity Center. Instead of hosting three circulation streets converging on the activity center, the Specific Plan proposes an arterial street at its northern end within the activity center, with collector streets outside the activity center. The proposed streets maintain the General Plan's desired connectivity with Beulah Blvd./Highway 89A, the I-17 Interchange, an eventual underpass across I-17, and arterial access north and northwest of the Planning Area in the direction of Woody Mountain Road.

Hospitals require circulation plans that prioritize emergency and patient access, including wayfinding. A regional hospital requires access suitable for automobile-oriented services. The Vehicle Circulation Plan serves these needs by placing arterial roads north (Healthcare Blvd.) and east (Beulah Blvd.) of the hospital parcel with direct lines of sight to the hospital's planned main and emergency entrances. Patient and visitor parking is placed between the medical building and Beulah Blvd. for similar reasons, for efficiency and to aid wayfinding. Parking for staff will be in a parking facility south of the medical building and on the same parcel.

The Vehicle Circulation Plan anticipates that Wellness Loop and Healthcare Blvd. will eventually intersect north of the Planning Area. An intersection in this location will serve future suburban development north and northwest of the Planning Area. The NAH Health Village does not require the connection of Wellness Loop and Healthcare Blvd. outside of the project limits. Accordingly, all plans have been updated to show this. Wellness Loop will transition to existing Purple Sage Trail. Healthcare Blvd. is less than 1,200 LF and does not require a turnaround. Barricades will be placed on Healthcare Blvd. after the most western driveway.

Proposed street cross section details are shown with the Conceptual Roadway Plan (Specific Plan, Appendix 13), and are modified from the City of Flagstaff Engineering Standard Details. The justifications for modifications are set forth in a separate modification request, and include the following:

1. <u>Engineering Standard Detail 10-09-032 - Minor Arterial</u>

A roadway alignment similar to Healthcare Blvd. and Beulah Blvd. are classified as minor arterial roadways per the 2015 COF Roadway Functional Classification Map. There is an existing FUTS path west of the project site, commonly known as the Sinclair Wash FUTS, that connects Fort Tuthill County Park to Northern Arizona University. The General Plan shows a proposed FUTS path along Beulah Blvd. that provides a connection from J.W. Powell to the existing Sinclair Wash FUTS north of the Planning Area.

Applicant proposes replacing the standard 5' wide sidewalk along the western side of Beulah Blvd. with a 10' wide FUTS. This condition will match the General Plan's direction. Where this FUTS is on land controlled by the Applicant, it is proposed to feature a setback that varies with terrain and vegetation while holding a 5' minimum width. This condition will improve the user experience as they travel through the existing forest. The trail's meandering will not be so severe as to inconvenience travelers simply wanting to get to their destination as fast as possible.

Based on an analysis of existing and proposed pedestrian connectivity in this area, Applicant recommends to replace the standard 5' wide sidewalk with an 11' wide paved multi-purpose path along both sides of Healthcare Blvd. to provide an east-west pedestrian connection from Beulah Blvd. to the Sinclair Wash Trail. It is anticipated that pedestrian traffic will increase with the proposed project development and this FUTS connection will allow pedestrians to cross the project site.

In addition, it is Applicant's opinion that the requirement of a curb, gutter, and sidewalk on the east side of Beulah Blvd. is not practical to construct. The existing ditch can capture and convey runoff for the pavement draining toward the east. Pedestrian traffic is not anticipated on the east side of Beulah Blvd. due to the proximity of Interstate 17. There are also no pedestrian destinations east of Beulah Blvd. that would generate pedestrian traffic. Even absent curb, gutter and sidewalk on the east side of Beulah Blvd., Applicant estimates the cost of improvements to Beulah Blvd. proposed in Section III(C) of the Specific Plan to cost in excess of $24.5 million.

2. Engineering Standard Detail 10-09-035 - Minor Collector

Purple Sage Trail and Wellness Loop through the Planning Area are proposed as Minor Collectors. There is an existing FUTS path west of the project site, commonly known as the Sinclair Wash FUTS, that connects Fort Tuthill County Park to NAU. The General Plan shows a proposed FUTS path along Beulah Blvd. that provides connection from J.W. Powell to the existing Sinclair Wash FUTS north of the Planning Area.

Based on the two north-south FUTS, Applicant recommends to replace the 5′ wide sidewalk with a 10′ wide FUTS along the north side of Purple Sage Blvd. and the north and east side of Wellness Loop to the Getaway Trail intersection to provide an enhanced east-west pedestrian and bicycle connection from Beulah Blvd. to the existing Sinclair Wash FUTS path. It is anticipated that pedestrian and bicycle traffic will increase with the proposed project development and this FUTS connection will improve their experience and in-turn promote additional use.

D. Resource Protection

Resource protection is discussed in the Specific Plan, Section III(E).

E. Landscaping

Landscaping for the NAH Health Village is discussed in the Specific Plan, Section III(F).

F. Architecture

Architecture for the NAH Health Village is discussed in the Specific Plan, Section III(G).

G. Outdoor Lighting

Outdoor lighting within the NAH Health Village is discussed in the Specific Plan, Section III(H).

H. Infrastructure

Existing and proposed infrastructure for the NAH Health Village is discussed in the Specific Plan, Sections II(F) and III(I). Applicant estimates the cost of offsite waterline improvements (connecting to the existing 12″ waterline located in University Heights) to cost in excess of $3.2 million.

Substantive comments from Staff concerning stormwater drainage, the Preliminary Drainage Report, and the Drainage Impact Analysis were discussed in meeting on May 11. Updates to these items will be resubmitted when ready.

I. Public Services

1. Fire

Fire protection is discussed at Section III(J) of the Specific Plan, including the Fire Impact Assessment (Appendix 23). A supplement to the Fire Impact Assessment is Appendix 34 and discussed at Section I(E), above. Based on the Land Use Program's estimate of residential units and the size of the regional hospital, ambulatory care facility and medical offices, fire impact fees at buildout just for these portions of the development will be over $1.5 million. The development of remaining portions of the Planning Area will generate additional impact fees bringing the total amount to more than $2.0 million.

The City sets the impact fee it wishes to impose on new development, and the Applicant will pay that amount. The development agreement will set forth the Applicant's proposal regarding contribution of additional resources and mitigation measures. The Applicant does not propose defraying annual operating expenses of FFD. This is due to statutory constraints.

> Development fees may not be used for any of the following:
>
> (a) Construction, acquisition or expansion of public facilities or assets other than necessary public services or facility expansions identified in the infrastructure improvements plan.
>
> (b) Repair, operation or maintenance of existing or new necessary public services or facility expansions.
>
> (c) Upgrading, updating, expanding, correcting or replacing existing necessary public services to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.
>
> (d) Upgrading, updating, expanding, correcting or replacing existing necessary public services to provide a higher level of service to existing development.
>
> (e) Administrative, maintenance or operating costs of the municipality.

A.R.S. § 9-463.05(B)(5) (emphasis added). In the event the Applicant were to pay any of the above, the City would then be obliged to credit or reimburse the Applicant for the payment. A.R.S. § 9-463.05(B)(7).

2. Police

Police services are discussed at Section III(J) of the Specific Plan. Based on the Land Use Program's estimate of residential units and the size of the regional hospital, ambulatory care facility and medical offices, police impact fees at buildout for these portions of the

development will be substantial. The development of remaining portions of the Planning Area will generate additional impact fees.

In connection with this application, the Flagstaff Police Department issued the following evaluation (Appendix 35):

> To assist in your review of this proposed project, we can provide the following information.
>
> - In general, providing police support for the proposed new hospital will be the same type and scope of service provided currently to the existing hospital.
> - If the new hospital expands in size beyond the current hospital, then we would expect the amount of service to increase as well. The project plans anticipate a hospital that eventually may have about one-third more capacity than the existing facility, so it is reasonable that FPD costs of service will also increase. FPD does not separately track its costs for servicing the existing hospital.
> - The new hospital will be about 4.6 miles from FPD headquarters/CCSO Jail compared with a distance of 1.8 miles to the current medical center. This may result in response times a couple minutes slower than currently provided, and the extra distance will have a marginal cost impact to the department. This expanded distance will play more into effect with the jail refusals of our arrested persons pending a medical clearance. In 2019, the Coconino County Jail refused 346 of our arrestees and in 2020 they refused 344 of our arrestees.
> - Impact fees collected by the City on behalf of FPD may help to offset some of the costs listed above; however, It is currently unknown If the impact fees will be insufficient to cover all of the costs.
>
> FPD should be kept apprised of the progress of this project and is not requesting additional study at this time.

(Appendix 35).

Based on the Land Use Program's estimate of residential units and the size of the regional hospital, ambulatory care facility and medical offices, police impact fees at buildout just for these portions of the development will be over $500,000. The development of remaining portions of the Planning Area will generate additional impact fees bringing the total amount to over $725,000.

3. <u>Schools</u>

Schools are discussed at Section III(J) of the Specific Plan. In connection with this application, the Flagstaff Unified School District issued the following evaluation (Appendix 36):

> To assist in your review of this proposed project, we can provide the following information:
>
> - The location of the proposed NAH project lies within the area served by Flagstaff High School, Mount Elden Middle School and DeMiguel Elementary School.
> - FUSD generally estimates school enrollment generated from residential development at 0.2 percent of total residential units. For 177 units, this would mean about 35 students.
> - Capacity at the schools listed here will not be significantly impacted by new enrollments generated by the proposed project.
> - Vehicular circulation within the proposed development should be carefully planned to allow easy maneuverability of school buses.
> - In order to serve shifting population centers within the City of Flagstaff, FUSD anticipates the need for a new elementary school south of 1-40 along the 1-17 corridor. This will require a 14-acre site. If the NAH development is not suitable for a school site, then new residential development north and west of the new hospital should take this need into consideration.
>
> FUSD should be kept apprised of the progress of this project and is not requesting additional study at this time.

(Appendix 36).

As recommended by FUSD, vehicular circulation in the Planning Area has been planned with bus maneuverability in mind. Subsequent to the issuance of the above evaluation, the NAH Health Village proposal has increased residential units from 177 to 315. Under FUSD's formula for estimating enrollment, 315 units are expected to generate 63 students, instead of 35 based on the plans reviewed by FUSD. Applicant believes an additional 28 students is not material but will ask FUSD to supplement its letter if Staff so requests.

J. Phasing

Phasing of the Nah Health Village development is discussed in the Specific Plan, Section III(K). See also Specific Plan, Section III(C) regarding traffic impact study and mitigation.

IV. Proposed Findings

Proposed findings supporting the application for minor regional plan amendment and for concept zoning map amendment are provided in Appendices 37 and 38, respectively. These appendices will be separately provided in Word format to Staff for it use.
Community Goals and Policies advanced, and Community Benefits secured, are numerous, and these are set forth in detail in the proposed findings. A brief summary of only part of the goals and benefits achieved by developing the NAH Health Village are listed here.

Goals and Policies achieved or promoted include:

- ✓ Providing high-quality emergency response and public safety services including medical and ambulance transport service. (Goal PF.3)
- ✓ Achieving the grouping of medical and professional offices, research, and skill training with other necessary workforce services and transportation options. (Policy LU.15.1)
- ✓ Investing in the development of a new, planned activity center, which promotes the continued physical and economic viability of the region's commercial districts. (Goals ED.8, LU.15., LU.18)
- ✓ Accomplishing new development, on the periphery, which will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing civic space, and a variety of housing types; all while protecting sensitive natural features. (Policy NH.1.6)
- ✓ Increasing the variety of housing options and expanding opportunities for employment and neighborhood shopping within this suburban neighborhood. (Goals NH.3 & LU.13)
- ✓ Completing significant portions of the planned Road Network. (Goal T.1)
- ✓ Promoting varied modes of mobility, especially pedestrian and bicycle access. (Goal T.2 & T.6)
- ✓ Promoting and improving the region's healthy system of convenient and accessible trails. (Goal REC.1)

Community benefits secured include:

- The existing FMC campus cannot adequately serve the community's needs in future years. A new hospital both expands capacity to meet those needs and provides an opportunity to implement best practices in the delivery of patient care.
- A newly designed medical center optimizes NAH's ability to attract and retain top talent within the medical field.
- Implementing a Health Village concept will provide "one-stop" medical, health and wellness opportunities for residents that are today dispersed and sometimes difficult to access.
- The NAH Health Village design will preserve significant open space for the benefit of patients and for use by the community. In fact, it augments open space already incorporated into the FUTS system.
- Development of the NAH Health Village will be a significant economic engine for the Flagstaff region.
  - Projected construction expenditures of $922.7 million could support over 8,600 direct construction jobs and close to 2,700 additional indirect jobs in Flagstaff and Coconino County during the 23-year construction period. The total construction impact is estimated at $1.32 billion with 71 percent of that impact occurring in the first eight years.
  - Once development is complete in 2045, the project could generate an annual economic impact of $387 million in the region, including direct and indirect operations impacts as well as off-site visitor spending related to the new hotels.
  - The hospital, ambulatory care, medical office, mixed use commercial, hotels, laboratory and research facilities in the development could directly employ an estimated 1,985 people at build out. In addition, the development could support an estimated 1,100 indirect and induced jobs at other local businesses in Flagstaff and Coconino County. The indirect and induced jobs, labor income and output are the result of local purchases made by the businesses in the development, as well as local spending by their employees.
  - An estimated $113 million in direct labor income or earnings and $159 million in total direct and indirect and induced labor income could be generated each year by the businesses in the Northern Arizona Healthcare Campus at build out, creating the potential for significant local expenditures by employees and their families.

- In addition, the guests at the hotels would spend money in the community (outside of the development) on retail, restaurants, local transportation and entertainment. Annual offsite visitor spending is estimated at $9.8 million by 2036. This spending could create an annual economic impact of $15.6 million supporting about 142 hospitality and related jobs, in addition to the annual operations impact of the businesses in the development.
- All total, the direct and indirect jobs generated by the Northern Arizona Healthcare Campus could support a local population of close to 2,600 people. Based on current commuting patterns, approximately half of those workers and their families would likely live in Flagstaff.
- In terms of revenues to the city, school district and county, the project could directly generate an estimated $34.3 million in sales, lodging and property taxes to the city of Flagstaff over the next 23 years, plus $29.1 million in sales and property taxes to the county, school district and other special districts. These figures include $10.8 million in non-recurring construction sales taxes to the city and county.
- Employee and visitor tax revenues to the city, county and school district are estimated at a total of $31.7 million over the next 23 years, in addition to taxes generated directly by the development.
- The NAH Health Village could directly create an estimated $3.9 million in annual new tax revenues for local governments at build out, as well as approximately 1,985 new direct jobs. In addition, it would provide a new hospital, ambulatory care, medical office, laboratory and research space, hotels, commercial development and housing options, creating a new focal point of economic activity and health services for the city.

Proposed Findings for Minor Regional Plan Amendment

NAH seeks four amendments classified as minor under the criteria of the General Plan (the "Plan"), pages III-13 to III-15, as follows:

1. Amend General Plan Maps 21, 22 and 24 by changing the area type within a future suburban activity center (S16) from neighborhood scale to regional scale.
2. Amend Maps 21, 22 and 24 by moving the center point of a future suburban activity center (S16) north and east as depicted in Appendix 28.
3. Amend Map 21 to designate area within and south of Activity Center S16 as an employment area as depicted in Appendix 29.
4. Amend Map 25 to realign a future circulation road corridor, as depicted in Appendix 30.

Community Benefits

The community benefits of the NAH Health Village are numerous. Many are unique and inherent to the nature of the Health Village concept, itself. Others tie directly to the Flagstaff Regional Plan 2030 because of careful and collaborative planning. Community benefits includes the following:

1. The existing FMC campus cannot adequately serve the community's needs in future years. A new hospital both expands capacity to meet those needs and provides an opportunity to implement best practices in the delivery of patient care.

2. A newly designed medical center optimizes NAH's ability to attract and retain top talent within the medical field.

3. Implementing a Health Village concept will provide "one-stop" medical, health and wellness opportunities for residents that are today dispersed and sometimes difficult to access.

4. The NAH Health Village design will preserve significant open space for the benefit of patients and for use by the community. In fact, it augments open space already incorporated into the FUTS system.

5. Development of the NAH Health Village will be a significant economic engine for the Flagstaff region.

6. Development of the Health Village fulfills numerous goals and policies of the General Plan, which translates to direct community benefit. These include:

    - ✓ Use of open space as opportunity for non-motorized connectivity, interaction with nature, and enjoyment of views. (General Plan Policy OS.1.4).

- ✓ Preservation of the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, water courses, floodplains, and meadows, and conservation of stands of ponderosa pine. (General Plan Policy CC.1.1).

- ✓ Variation of housing types and employment options through planned new development, including increase to residential densities, live-work units, and home occupations within an activity center's pedestrian shed. (General Plan Policies LU.6.1 & LU.18.8).

- ✓ Use of commercial core areas, corridors, activity centers, employment centers, and research and development parks as appropriate place types and area types for employment opportunities. (General Plan Policy LU.6.2).

- ✓ Development of a new mixed-use neighborhood in an appropriate location within the growth boundary. (General Plan Policy LU.6.3).

- ✓ Achievement of grouping medical and professional offices, research, and skill training with other necessary workforce services and transportation options. (General Plan Policy LU.15.1).

- ✓ New development, on the periphery, which will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing civic space, and a variety of housing types; all while protecting sensitive natural features. (General Plan Policy NH.1.6).

Regional Plan Conformance

The Future Growth Illustrations (Maps 21 and 22) of the Flagstaff Regional Plan 2030 currently identify the Specific Plan area as a location for future suburban growth. See also Plan Map 24. A significant portion of the Specific Plan area is within a planned Future Suburban Activity Center (S16). The General Plan anticipates Activity Center S16 being developed under a specific plan or development masterplan. (Plan at IX-67). In addition, the Plan's Road Network Illustration (Map 25) currently identifies the Specific Plan area as a location for Future Circulation streets as well as a Future Access street that will cross I-17.

Developing the NAH Health Village, as designed, is consistent with the Plan's goals for Suburban Activity Centers, albeit at a regional scale instead of neighborhood scale. "Regional Commercial is intended for all commercial and service uses that serve the needs of the entire region, those which attract a regional or community-wide market, as well as tourism and travel-related businesses. (Plan at IX-47). Transitioning Activity Center S16 from neighborhood scale to regional scale is supported by the Plan, which seeks generally to increase the density of uses within Activity Centers. (Goal LU.18; Policy LU.18.6).

Further, the transition of Activity Center S16 from neighborhood to regional scale is supported by the size and nature of NAH's replacement hospital. The new, replacement hospital

will be regional in scale commensurate with NAH's patient population base of over 700,000 people spread across 50,000 square miles. The Planning Area overall will include areas of higher density residential (more than 14 units per acre), significant civic space, commercial resources including retail, services and lodging. (See Specific Plan, Section III(A)). It will draw numerous clinical partners of NAH that will in turn draw their clients and patients as well. These are "commercial and service uses that serve the needs of the entire region" and "which attract a regional or community-wide market." The General Plan, at IX-47, categorizes the intended development described by the Specific Plan as regional in scale.

The Plan was reviewed for its compatibility with, and community benefits provided by, NAH's application. The proposed NAH Health Village fulfills or advances many of the Plan's goals and policies, including providing clear benefits to the community. In comparing the Plan to NAH's application, there may be no directly conflicting elements of the Plan, and very few policies inconsistent with the proposed development.

To ensure conformance with the Minor Regional Plan, NAH acknowledges the need for public transit that serves the Health Village. NAH is in ongoing communication with NAIPTA regarding Mountain Line access to Health Village. Transit service to the hospital and ambulatory care facility will begin no later than the issuance of a certificate of occupancy for any improvements within Land Use Area 2b as defined in the Specific Plan. Transit stops for public transportation will be provided within Land Use Area 2b. Stop locations will be determined during site planning. Funding of capital and operational costs for NAIPTA to provide service to the Planning Area remains undetermined. If service through NAIPTA cannot be secured, then in that event NAH, at its cost, will provide private transit service to the Planning Area. NAH will continue to update goals and policies related to transit as these negotiations continue.

In addition to clear compatibility with and conformance with the Minor Regional Plan, the proposed NAH Health Village project will bring substantial economic benefits to the region. Projected construction expenditures of $935.6 million could support over 8,800 direct construction jobs and close to 2,800 additional indirect jobs in Flagstaff and Coconino County during the 23-year construction period. The total construction impact is estimated at $1.34 billion with 68 percent of that impact occurring in the first eight years. Further, once development is complete in 2045, the project could generate an annual economic impact of $389 million in the region, including direct and indirect operations impacts as well as off-site visitor spending related to the new hotels. See Narrative, Exhibit 33- Economic Impact Analysis, for a detailed analysis of the numerous economic benefits provided by the proposed project.

At the center of NAH's health Village is the new regional hospital and ambulatory care facility. The hospital, ambulatory care facility and medical offices, together with their parking and other needs, will take up about 63 acres, leaving another 109 acres on which to build out the Health Village. This will include a broad mix of uses including open space, medical services, wellness care, commercial and retail services, research and development opportunities, and a mix of housing choices. Located near the I-40/I-17 Interchange, this Health Village will be accessible to those living in Flagstaff and to all of NAH's service area. Creating a medical

facility that is both state-of-the-art and designed for the future growth of Flagstaff as the region is a significant community benefit.

In addition to the above, the Plan is relevant to and promoted by NAH Health Village as follows:

Accessibility:

NAH's robust multimodal and vehicle circulation plan satisfies the City's accessibility goals listed below. Specifically, NAH will provide public transportation either through NAIPTA or independently (see Regional Plan Conformance above), the Planning Area provides ample parking for patrons and guests, and the FUTS, pedestrian, and bike lane circulation ensure continuance connective infrastructure throughout the Planning Area.

- ✓ Policy T.1.3. Transportation systems are consistent with the place type and needs of people.
- ✓ Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.
- ✓ Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.
- ✓ Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Activity Centers:

The "Regional Plan Conformance" section, above, details the proposed modifications and uses of Activity Center (S16). NAH's development of planned Future Suburban Activity Center (S16) is one of the key community benefits of this project. Developing the project through implementation of an area specific plan means that commercial/retail activity is concentrated and accessible near larger roads, which also facilitates future transit options. Where the site lends itself to preservation over development, such as along the sloped western portion, NAH has preserved these areas to be open space or civic space. This improves its ability to deliver clinical care to patients, and also is a community benefit to those working and living in the area. Further, by moving (as proposed) the center of Activity Center S16 north and east, the mixed use objectives for suburban activity centers are furthered increasing the concentration of residential and retail uses in a walkable/bikeable area. (See Appendices 10 & 14). This overall design strategy allows NAH to create the built aspect of the Health Village while maintaining and preserving nearby recreational opportunity, which also fulfills Plan Policy Rec.1.1: "Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors." Developing the NAH Health Village, as designed, is consistent with the Plan's goals for Suburban Activity Centers. NAH's Specific Plan satisfies the following policies:

- ✓ Policy LU.4.1. Develop neighborhood plans, specific plans, area plans, and master plans for all neighborhoods, activity centers, corridors, and gateways as necessary.

The Planning Area allows for compact commercial and mixed-use development and the Applicant has developed a substantial multi-modal circulation plan, satisfying the following policy:

- ✓ Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.
- ✓ Policy LU.5. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

As part of the Health Village development, the Land Use Areas 2b, 2c and 2d, zoned HC, and Area 3, zoned RD will be an employment area.

- ✓ Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.
- ✓ Policy LU.13.7. Include employment opportunities in all suburban activity centers.
- ✓ **Goal LU.15. Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.**

The Planning Area includes mixed-use, including the potential for residential units directly over commercial development. Further, the Health Village will have a variety of uses allowing for commercial and residential opportunities, as well as opportunities to enjoy civic and open space.

- ✓ Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.

While the Activity Center (S16) will be regional in scale and will provide uses "intended for all commercial and service uses that serve the needs of the entire region, those which attract a regional or community-wide market, as well as tourism and travel-related businesses" (Plan at IX-47), NAH has kept substantial natural open space as a buffer for the clustered development, to mitigate any impact the regional scale activity center will have on neighboring parcels. Finally, the Specific Plan allows for property within a ¼ mile of the Planning Area to elect to be treated as if within the activity center pedestrian shed.

- ✓ **Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.**
- ✓ Policy LU.18.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.
- ✓ Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.
- ✓ Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.
- ✓ Policy LU.18.6. Support increased densities within activity centers and corridors.
- ✓ Policy LU.18.7. Concentrate commercial, retail, services, and mixed use within the activity center's commercial core.
- ✓ Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.

- ✓ Policy LU.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.
- ✓ Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making within a functional transportation system that minimizes dead ends and offset street and driveway connections.

The NAH Health Village will promote investment within the future suburban activity center (S16). Health Village features a robust multimodal plan allowing for connectivity to FUTS and pedestrian connectivity throughout the development.

- ✓ **Goal ED.8**. **Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.**
- ✓ Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.
- ✓ Policy NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.
- ✓ Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.
- ✓ Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- ✓ Policy ED.3.3. Support plans, programs, and capital expenditures to stimulate the investment of private capital in existing commercial areas for all industry sectors.
- ✓ Policy ED.4.2. Promote variety and flexibility in land use and development options within the urban growth boundary.
- ✓ Policy ED.4.4. Identify and support community resources that assist new businesses, such as workforce development, marketing, building processes, venture capital, financing, and management.
- ✓ Policy ED.4.5. In an effort to promote the sustainability of resources, the City will encourage all new and expanded commercial and industrial development to be energy and water efficient.
- ✓ Policy ED.6.1 Support and promote the diversification and specialization of the tourism sector, with heritage, eco-, and adventure tourism.
- ✓ Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.
- ✓ Policy ED.7.3. Leverage the region's assets of history, culture, and natural environment, as well as educational and scientific facilities, as an economic development tool.
- ✓ Policy ED.7.4. Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.

<u>Affordable Housing</u>:

The Specific Plan forecasts 315 residential units in Land Use 2a and the development agreement requires at least 273 residential units in the Planning Area. The Specific Plan builds in flexibility across Land Use Areas 2c, 2d, and 3 for potential residential uses in those locations. This flexibility is intended to accommodate community needs but will allow for several

different housing opportunities within the Planning Area. While NAH is not seeking affordability incentives and has not committed to affordability, NAH reserves right to do both in subsequent plat applications. Regardless, Health Village will contribute to Flagstaff's housing crises by providing at least 273 residential units and satisfies the following goals:

- ✓ Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.
- ✓ **Goal NH.3**. **Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.**
- ✓ Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.

Agriculture:

The Future Growth Illustrations (Maps 21 and 22) of the Flagstaff Regional Plan 2030 currently identify the Specific Plan area as a location for future suburban growth. See also Plan Map 24. Accordingly, agricultural uses are not contemplated in the Specific Plan area and are not relevant to the Applicant's proposed Minor Regional Plan amendments.

Airport:

Due to its location near the airport, Health Village promotes the continued growth of the Pulliam Airport as a key commercial and economic hub for the City. While still undetermined, if bus service is provided to both the Health Village and the Pulliam Airport by NAIPTA, the expanded bus services in the area will further promote the role of the Airport as the dominant hub for transport in the area. Further, the Planning Area has been designed to be compatible with the Airport's flight paths and operational noise impacts.

Due to Health Village's proximity to the airport, the building placement of the proposed hospital will be set back from I-17. This provides an additional noise buffer for hospital guests. In addition, the hospital will utilize a heliport on top of the hospital building. Impacts related to hospital traffic to and from the hospital are mitigated by placing the helipad on top of the building. By having the landing pad on the top of the building, NAH can minimize impacts to the public, hospital patrons, emergency and normal vehicular traffic on site, and impacts to the natural landscape and tree vegetation on site. The distance from the helipad to ground level will ensure that dust and noise impacts are minimized. See Narrative Section III.A.4.

- ✓ **Goal T.10**. **Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.**
- ✓ Policy T.10.4. Plan and manage transportation infrastructure to discourage land uses incompatible with the airport and flight zones.

Architecture:

On a site with only natural context, Health Village seeks to reflect the visual, material, and experiential character that is unique to Flagstaff. As the anchor to the larger mixed-use development, the hospital takes cues from the existing pine forest and celebrates the scale, spatial qualities, and characteristics that exist today. Warm toned materials with natural patinas clad dramatic geometries that pay homage to the mountain peaks and topography of the

place. Building facades are articulated to accentuate naturally occurring view corridors through the pines and to ease wayfinding and points of interest and access for the users. Ground levels are activated along main streets and primary frontage to promote connectivity. The hospital will establish the quality, character, scale, and road and block network for the entire Health Village development. The overall design approach for the NAH Health Village development will fall within the characteristics of "Mountain Modern" architecture as described in the standards set forth in Appendix 17 of the Specific Plan. See also Specific Plan, Section III(G).

- ✓ **Goal CC.3**. **Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts**.
- ✓ Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.

Arts, Science and Education:

Land Use Area 3 consists of 27.8 gross acres intended for research and innovation. Uses in the area could include light manufacturing, research, labs, and training and education. Land Use Area 1b will be a wellness retreat programmed to include, among other things, art/sculpture.

- ✓ **Goal CC.5**. **Support and promote art, science, and education resources for all to experience.**
- ✓ Policy CC.5.1. Promote first class arts, research, and educational facilities.
- ✓ Policy CC.5.5. Promote and expand scientific research as a key component to the Flagstaff region's character.

Bicycling:

The NAH Health Village Multimodal System Plan establishes the configuration, connectivity and prevalence of pedestrian, bicycle and public transit resources within and adjacent to the Planning Area. The project's pedestrian network will connect all development areas, natural features, and recreational facilities and will tie into the City's Urban Trails Network. Further, the proposed development will feature residential and commercial uses that will be interconnected and accessible for pedestrian and bicycles. All bike and pedestrian trail road crossings will be at road intersections where possible. Pedestrian and bicycle connectivity throughout the Planning Area will occur at intervals of 300-600 feet wherever possible, with specific locations to be determined during site planning. Land Use Areas 1a and 1b will comprise 35.2 gross acres which will feature FUTS, paths, and other trails. The multimodal plan, along with the substantial bike parking within the development and the open space, satisfy the following policies and goals:

- ✓ **Goal OS.1**. **The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.**
- ✓ Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.
- ✓ Policy OS.1.5. Integrate open space qualities into the built environment.
- ✓ **Goal CC.4**. **Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.**

- ✓ Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.
- ✓ **Goal LU.2**. **Develop Flagstaff 's Greenfields in accordance with the *Regional Plan* and within the growth boundary.**
- ✓ Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.
- ✓ Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
- ✓ Policy LU.13.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.
- ✓ Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborhoods.
- ✓ Policy LU.15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.
- ✓ Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making within a functional transportation system that minimizes dead ends and offset street and driveway connections.
- ✓ Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.
- ✓ **Goal T.1. Improve mobility and access throughout the region.**
- ✓ Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.
- ✓ Policy T.1.3. Transportation systems are consistent with the place type and needs of people.
- ✓ Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.
- ✓ **Goal T.2**. **Improve transportation safety and efficiency for all modes.**
- ✓ Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.
- ✓ **Goal T.6**. **Provide for bicycling as a safe and efficient means of transportation and recreation.**
- ✓ Policy T.6.1. Expand recognition of bicycling as a legitimate and beneficial form of transportation.
- ✓ Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.
- ✓ Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.
- ✓ Policy T.6.5. Provide short- and long-term bicycle parking where bicyclists want to travel.
- ✓ Policy T.6.6. Integrate policies to increase bicycling and meet the needs of bicyclists into all relevant plans, policies, studies, strategies, and regulations.
- ✓ 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.7.5. 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 NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.

Brownfields:

The Plan's goals and policies related to brownfield redevelopment do not apply to the NAH Health Village project as the subject Planning Area is largely undeveloped vacant land.

Circulation/Access:

The location of the hospital on its parcel needs to be set back from the street to implement needed buffers to highway and airport operational noise impacts and, importantly, to assist in wayfinding for patients and visitors. Hospitals and other medical buildings will need parking and emergency circulation to be designed between the building and adjacent streets. This setback design will improve patient access to the hospital building, especially for unfamiliar users during stressful times. As identified in the vehicle circulation plan and the multimodal plan, the setback placement will not create any negative impacts for vehicles or pedestrians trying to access the hospital. Rather, it will ease wayfinding by placing the parking area directly of the street. Further, in addition to the summary set forth in the "Bicycle" section above, public transit, either through NAIPTA or as provided independently by NAH, will service the Planning Area. The bicycle and pedestrian connectivity, public transit services, and the vehicle circulation plan satisfy the following goals and policies:

- ✓ Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making within a functional transportation system that minimizes dead ends and offset street and driveway connections.
- ✓ Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.
- ✓ **Goal T.1**. **Improve mobility and access throughout the region.**
- ✓ Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.
- ✓ Policy T.1.3. Transportation systems are consistent with the place type and needs of people.
- ✓ Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.
- ✓ **Goal T.2**. **Improve transportation safety and efficiency for all modes.**
- ✓ Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.
- ✓ Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.
- ✓ **Goal T.7**. **Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.**

- ✓ 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.
- ✓ **Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.**
- ✓ Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.
- ✓ Policy T.8.2. Maintain the road and street classification system that is based on context, function, type, use, and visual quality.
- ✓ Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life while maintaining traffic safety.
- ✓ Policy T.8.4. Protect rights-of-way for future transportation corridors.
- ✓ Policy T.8.5. Support the area's economic vitality by improving intersection design for freight movements.

City-County Coordination:

Health Village incorporates the FUTS, open space, and protects cultural resources (see below) while providing a substantial economic benefit to the region. The Health Village's interconnectivity with FUTS and the proximity to Fort Tuthill will integrate new mixed uses near recreational sites within walking distance to the Health Village development.

- ✓ **Goal OS.1**. **The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.**
- ✓ Policy T.11.5. Promote effective intergovernmental relations through agreed-upon procedures to consult, cooperate, and coordinate transportation-related activities and decisions, including regional efforts to secure funding for the improvement of transportation services, infrastructure, and facilities.
- ✓ Policy Rec.1.1. Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

The proposed project could directly generate an estimated $32.3 million in sales, lodging and property taxes to the city of Flagstaff over the next 23 years, plus $28.8 million in sales and property taxes to the county, school district and other special districts. Employee and visitor tax

revenues to the City, County and school district are estimated at a total of $32.4 million over the next 23 years. This increased tax revenue satisfies the following goal:

- ✓ **Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.**

Civic/Public Spaces:

Health Village will feature a 21.2-acre (net) wellness retreat, which will serve as civic and open public space. See Specific Plan VI.B. The NAH Health Village augments and preserves existing FUTS connectivity, and expands walkable and bikeable open space options by creating the wellness retreat. Appendix 11 illustrates the concept of the wellness retreat through maps and sample images. Aside from the new medical facility itself, the wellness retreat may be the single greatest community benefit delivered as part of the NAH Health Village. Further, the development will feature at least 273 residential units, commercial and mixed uses, and will provide connectivity as set forth in the "Bicycle" section, above.

- ✓ Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.
- ✓ Policy LU.13.8. Locate civic spaces, parks, and institutional uses within neighborhood pedestrian sheds.
- ✓ Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.
- ✓ Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.

Climate Change:

NAH is committed to promoting sustainable design, reducing carbon emissions through efficient design, enabling long term carbon planning, minimizing the development's environmental footprint while providing critical services to the Flagstaff community. Pursuant to that commitment, the Applicant submitted a Sustainability Proposal, attached as Appendix 32 to the Application for Minor Regional Plan Amendment.

The City of Flagstaff has developed a Carbon Neutrality Plan (current revision June 2021), which includes detailed planning for achieving carbon neutrality by 2030 by limiting building emissions, greening the utility grid with partners, and limiting emissions from transportation. Health Village aims to provide the infrastructure to track and report performance, which will enable the development to achieve current and future sustainability commitments including eventual carbon neutrality.

- ✓ Policy E&C.1.4. Maintain air quality through pursuit of non-polluting industry and commercial enterprises.
- ✓ **Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.**

- ✓ Policy E&C.2.2. Promote investments that create a connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.

E&C.3. considers Flagstaff's general resiliency and distribution of climate change impacts. This goal requires a community effort. The proposed Health Village promotes this goal by creating a development that reduces carbon emissions, enables long term carbon planning, and minimizes the development's environmental footprint. Through sustainability planning, Health Village will provide a substantial development that is resilient to climate change impacts.

- ✓ **Goal E&C.3. Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.**

Commercial Development:

Health Village will feature mixed uses which allow for convenient and substantial pedestrian connectivity. The development will provide ample mixed use, lodging, research and innovation opportunities, and commercial and residential uses. The southern portion of the Planning Area will feature an employment area in the area zoned RD. All buildings developed on-site will use best practices in high performance design with the intent of limiting energy and water use during operation.

- ✓ Policy E&C.1.4. Maintain air quality through pursuit of non-polluting industry and commercial enterprises.
- ✓ Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.
- ✓ Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.
- ✓ Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.
- ✓ Policy LU.13.6. Include a mix of uses and access to surrounding neighborhoods in new suburban commercial development.
- ✓ Policy LU.15.3. Incorporate neighborhood/support retail and other commercial uses, including childcare facilities, within new and renovated employment centers.
- ✓ Policy LU.18.7. Concentrate commercial, retail, services, and mixed use within the activity center's commercial core.
- ✓ Policy ED.3.3. Support plans, programs, and capital expenditures to stimulate the investment of private capital in existing commercial areas for all industry sectors.
- ✓ Policy ED.4.5. In an effort to promote the sustainability of resources, the City will encourage all new and expanded commercial and industrial development to be energy and water efficient.
- ✓ **Goal ED.8**. **Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.**
- ✓ **Goal E.1. Increase energy efficiency.**
- ✓ Policy E.1.1. Promote and encourage innovative building practices through instruction on efficient building materials and methodology.

- ✓ Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

Complete Streets:

In response to city traffic engineering recommendations to straighten and enlarge what is shown as Healthcare Blvd., NAH has refocused more commercial, retail and residential activity in this area. A balance among automobile, bicycle and pedestrian access is achieved across the site. The Planning Area provides for commercial, employment, civic, and residential opportunities. NAH has applied complete street guidelines to ensure connectivity, safety, and access for automobile, bicycle and pedestrian traffic.

- ✓ **Goal LU.18**. **Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices**.
- ✓ Policy LU.19.1. Develop a specific plan for each "Great Street" corridor.
- ✓ Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.
- ✓ Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.

Connectivity (access):

See "Circulation/Access" and "Bicycle" sections, above.

- ✓ **Goal OS.1**. **The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.**
- ✓ Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.

In the Preliminary Drainage Report and Drainage Impact Analysis (Appendices 21 & 22), it is noted the entire project is in FEMA Zone X. The project preserves the area along the existing FUTS trail, which is along the South Fork of Sinclair Wash. This creates a community benefit in the form of natural and trail connectivity north-south along the western side of the development.

- ✓ **Goal WR.5**. **Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.**
- ✓ Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
- ✓ Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.

See "Circulation/Access" and "Bicycle" sections, above and "Transit" below.

- ✓ Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.

- ✓ Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
- ✓ Policy LU.3.4. Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.
- ✓ Policy LU.13.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.
- ✓ Policy LU.13.6. Include a mix of uses and access to surrounding neighborhoods in new suburban commercial development.
- ✓ Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making within a functional transportation system that minimizes dead ends and offset street and driveway connections.
- ✓ Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.
- ✓ **Goal T.1**. **Improve mobility and access throughout the region.**
- ✓ Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.
- ✓ Policy T.1.3. Transportation systems are consistent with the place type and needs of people.
- ✓ Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.
- ✓ **Goal T.5**. **Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.**
- ✓ Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.
- ✓ Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking.
- ✓ Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.
- ✓ Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.
- ✓ 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.7.5. 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.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.

Context Sensitive Solutions:

Existing mature ponderosa pine, existing grade, and the building placement of the hospital (the tallest building on-site), allows NAH to mitigate any impact on viewsheds from

great street or gateway corridors. Specifically, the Planning Area is near the I-17 gateway corridor coming into Flagstaff from the south. Any impacts on the view of the peaks from the I-17 corridor are mitigated due to the building placement of the hospital. Further, NAH has designed the hospital to allow patient rooms within the patient tower to enjoy views of the peaks to the north. There will be limited viewshed impacts for properties south of the Planning Area looking north.

- ✓ **Goal CC.4**. **Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.**
- ✓ Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.
- ✓ Policy CC.1.2. Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.
- ✓ Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

Health Village is located alongside a Gateway Corridor in a gateway area, as identified on Map 12. The proposed project will enhance the area by providing ample open space to enjoy the viewsheds. Further, the building designs will reflect local design traditions as envisioned by the Plan.

- ✓ Policy CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.
- ✓ Policy LU.3.4. Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.
- ✓ Policy LU.18.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.
- ✓ Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.
- ✓ **Goal LU.19**. **Develop a manageable evolution of the main corridors into contextual place makers**.
- ✓ Policy LU.19.2. Establish the context and regional or neighborhood scale of each corridor prior to design with special consideration for those intended to remain residential or natural in character.
- ✓ **Goal T.4**. **Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.**
- ✓ Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.

Health Village's transportation infrastructure, including the road network and multi-modal system, utilize and include preservation of existing FUTS on the Planning Area. NAH has emphasized bicycle/pedestrian access, along with public transit, to minimize the impact of transportation in and around the planning area.

- ✓ **Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.**
- ✓ Policy T.3.1. Design and assess transportation improvement plans, projects, and strategies to minimize negative impacts on air quality and maintain the region's current air quality.

Corridors:

NAH has developed a Specific Plan covering the activity center. Health Village will include mixed-use commercial space, research and development, and an employment area. Health Village will have a variety of employment and business opportunities and will bring substantial economic benefit to the region. Further, the robust multimodal system will balance vehicular, pedestrian, and bicycle traffic within and around the Planning Area.

- ✓ Policy LU.4.1. Develop neighborhood plans, specific plans, area plans, and master plans for all neighborhoods, activity centers, corridors, and gateways as necessary.
- ✓ Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.
- ✓ Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.
- ✓ **Goal LU.18**. **Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.**
- ✓ Policy LU.18.1. Design activity centers and corridors appropriate to and within the context of each area type: urban, suburban, or rural.
- ✓ Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.
- ✓ Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.
- ✓ Policy LU.18.6. Support increased densities within activity centers and corridors.
- ✓ Policy LU.18.9. Plan activity centers and corridors appropriate to their respective regional or neighborhood scale.

Particular attention can be focused on areas 2a, 2b and 2d in the concept land use plan (Appendix 10). In response to city traffic engineering recommendations to straighten and enlarge what is shown as Healthcare Blvd., NAH has refocused more commercial, retail and residential activity in this area, promoting Policies LU.19.1 and LU.19.2.

- ✓ **Goal LU.19**. **Develop a manageable evolution of the main corridors into contextual place makers.**
- ✓ Policy LU.19.1. Develop a specific plan for each "Great Street" corridor.
- ✓ Policy LU.19.2. Establish the context and regional or neighborhood scale of each corridor prior to design with special consideration for those intended to remain residential or natural in character.
- ✓ Policy LU.19.3. Enhance the viewsheds and frame the view along the corridors through design.
- ✓ Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.

- ✓ Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.
- ✓ **Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.**
- ✓ **Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.**
- ✓ Policy T.8.4. Protect rights-of-way for future transportation corridors.
- ✓ Policy ED.7.4. Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.

Dark Skies:

Health Village adopts the provisions of City Code Division 10-50.70, as regarding outdoor lighting standards. The development will "balance the need to preserve Flagstaff's dark sky resource with the need for safe lighting practices."

- ✓ **Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.**
- ✓ Policy E&C.5.3. Continue to enforce dark sky ordinances.

Density/Compact Development:

Health Village will feature compact development within Land Use Areas 2a, 2c, 2d, and 3, and Land Use Area 1b will feature the 21.2-acre wellness retreat west of the hospital. Comparing NAH's Concept Land Use Plan (Appendix 10) and its proposed Land Use Program (Specific Plan, Section III(A)), less intense use, and even substantial open space, buffers existing uses to the south and to the west. Along the main traffic corridors within and emanating from the project site, NAH has concentrated (clustered) intensities of use consistent with the locations of larger streets.

- ✓ **Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.**
- ✓ Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- ✓ Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).
- ✓ Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.
- ✓ Policy LU.5.6. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

Downtown Redevelopment:

The Plan's goals and policies related to downtown redevelopment are unrelated and do not apply to the NAH Health Village project as the subject Planning Area is located within a Future Suburban Activity Center located outside the downtown district. However, NAH and the City will coordinate a public participation process in conjunction with the Flagstaff Downtown

Business Alliance and Progressive Urban Management Associates to facilitate non-binding visioning and goals for redevelopment of the existing downtown medical campus.

Drinking Water:

All buildings developed within the Planning Area will use best practices in high performance design with the intent of limiting energy and water use during operation. Reduction in building consumption of both energy and water will lessen the emissions associated with the project.

Employment/Jobs:

Land Use Areas 2b, 2c and 2d, zoned HC, and Area 3, zoned RD, are employment areas. Further, the overall development will provide ample economic benefits, including future employment, satisfying the following policy:

- ✓ Policy ED.4.4. Identify and support community resources that assist new businesses, such as workforce development, marketing, building processes, venture capital, financing, and management.

Employment Land Uses:

Along with Land Use Areas 2b, 2c and 2d, zoned HC, and Area 3, zoned RD being employment areas, the northern portion of the Planning Area will provide residential units. The entire Planning Area will create numerous employment opportunities with the new hospital and the development of commercial, lodging, retail, and research and development opportunities.

- ✓ **Goal LU.4**. **Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.**
- ✓ Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.
- ✓ Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.
- ✓ **Goal LU.13**. **Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.**
- ✓ Policy LU.13.7. Include employment opportunities in all suburban activity centers.
- ✓ Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborhoods.
- ✓ **Goal LU.15**. **Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.**
- ✓ Policy LU.15.1. Encourage the grouping of medical and professional offices, light industrial, research, and skill training with other necessary workforce services and transportation options.
- ✓ Policy LU.15.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.
- ✓ Policy LU.15.3. Incorporate neighborhood/support retail and other commercial uses, including childcare facilities, within new and renovated employment centers.

- ✓ Policy LU.15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.
- ✓ Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.

City or City-Supported Financing/Funded:

Health Village will provide an area of research and development which will allow for future workforce development and the opportunity to attract new businesses to the area.

- ✓ Policy T.11.5. Promote effective intergovernmental relations through agreed-upon procedures to consult, cooperate, and coordinate transportation-related activities and decisions, including regional efforts to secure funding for the improvement of transportation services, infrastructure, and facilities.
- ✓ Policy ED.3.3. Support plans, programs, and capital expenditures to stimulate the investment of private capital in existing commercial areas for all industry sectors.
- ✓ Policy ED.4.4. Identify and support community resources that assist new businesses, such as workforce development, marketing, building processes, venture capital, financing, and management.

Freight:

The proximity to the Pulliam Airport as well as the I-17/I-140 interchange will allow for easy access for vendors and businesses within the development that require regular shipments.

- ✓ Policy T.8.5. Support the area's economic vitality by improving intersection design for freight movements.
- ✓ **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.**

FUTS:

See "Bicycle" and "Circulation/Access" sections, above.

- ✓ **Goal OS.1**. **The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.**
- ✓ Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- ✓ Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborhoods.
- ✓ **Goal T.5**. **Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.**
- ✓ Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.
- ✓ Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.

Gateways:

Health Village features a robust landscape and architectural plan that will ensure the development fits within the mountain modern standards that users would expect in the region. The gateway corridor will safely and attractively accommodate all users.

- ✓ Policy LU.4.1. Develop neighborhood plans, specific plans, area plans, and master plans for all neighborhoods, activity centers, corridors, and gateways as necessary.
- ✓ Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.

Gentrification:

The Plan's goals and policies related to gentrification are specific to redevelopment and reinvestment of existing neighborhoods. These goals and policies are unrelated and do not apply to the Planning Area which consists of largely undeveloped vacant land. However, the Applicant has addressed concerns related to affordability. See Affordable Housing, above and Housing, below.

Greenfield/Vacant Land:

At the center of NAH's health Village is the new regional hospital and ambulatory care facility. The hospital, ambulatory care facility and medical offices, together with their parking and other needs, will take up about 63 acres, leaving another 109 acres on which to build out the Health Village. This will include a broad mix of uses including open space, medical services, wellness care, commercial and retail services, research and development opportunities, and a mix of housing choices. Located near the I-40/I-17 Interchange, this Health Village will be accessible to those living in Flagstaff and to all of NAH's service area. Creating a medical facility that is both state-of-the-art and designed for the future growth of Flagstaff as the region is a significant community benefit.

NAH has engaged with neighboring property owners, especially to the north where significant future residential growth is called out on Map 22 of the Plan, and to the south where the County manages the Fort Tuthill Regional Park. These conversations, together with significant input from the City's traffic engineers, ensures that the NAH Health Village augments and furthers planned future development and connectivity. Appendix 12, for example, illustrates road connectivity to the north as that area builds out, and the preservation of limited access points (as desired by the County) to the south. As well, area 1b shown on Appendix 10 illustrates the open space (wellness retreat) that is part of NAH's plans to preserve viewsheds along the western edge of its project and also buffer between the NAH development and residential uses farther to the west.

- ✓ **Goal LU.2. Develop Flagstaff 's Greenfields in accordance with the *Regional Plan* and within the growth boundary.**
- ✓ Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.
- ✓ Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.

Even as FMC has endeavored to advance the quality of its medical care, it does so constrained by a physical campus no longer adequate to meet the growing needs of the community and region, or to implement an evolving understanding of best practices when it comes to patient care. These challenges will become more difficult in the coming years.

FMC's campus is inefficient. It sprawls across 20 city lots, crossing three busy circulation streets, and consumes over 40 acres of horizontally developed medical facilities. Additionally, inpatient bed units span five buildings and more than 900 feet of walking distance, decreasing NAH's ability to deliver services in an efficient manner. The current, segmented campus contributes to higher costs (via duplication of equipment, supplies, and staff), as well as wayfinding confusion and frustration on the part of patients and visitors. FMC for years has stitched together its facilities with measures such as building a sky bridge to connect east and west campuses, and even parking some of its more than 2,000 employees over a mile away on Switzer Canyon Drive. Although FMC owns additional lots as yet undeveloped in the vicinity of the current hospital, future use of these lots would exacerbate a horizonal and disconnected medical services network. It would place increasing pressure on an already overburdened road system and make access even for emergency vehicles increasingly problematic.

With a contemporary design on a greenfield site, NAH will overcome the challenges presented by the current campus, and it will see reduced cost pressure for many services it currently provides. Importantly, NAH will add and expand service offerings – including a comprehensive cancer center, an expanded wound care program (with the addition of hyperbaric chambers), a full-service outpatient imaging center (with a breast cancer imaging suite), and a robust outpatient surgery, endoscopy, and pain management center. In other words, the replacement hospital will solve for both the overall sizing of the facility and operational efficiencies, providing a better patient experience and allowing NAH to expand services.

Accordingly, it has become necessary for NAH to relocate its campus away from the existing downtown campus. The proposed site will further the Regional Plan goals and policies set forth above, regarding development of Flagstaff's Greenfields. However, by utilizing the existing downtown campus for other uses, NAH can continue to further the following policies related to the existing campus:

- ✓ Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.
- ✓ Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- ✓ Policy LU.9.1. Reinvest in urban areas.

While plans for the existing downtown FMC campus have not been finalized, NAH and the City will coordinate a public participation and planning process in conjunction with the Flagstaff Downtown Business Alliance and Progressive Urban Management Associates to facilitate non-binding visioning and goals for redevelopment of the existing medical campus. This redevelopment process will ensure efficient use and reinvestment of the downtown campus. While the existing campus can no longer efficiently serve NAH's needs, NAH recognizes the

value of ensuring that the existing campus remains an economic and commercial hub for the area.

Growth Boundaries:

See "Greenfield" above. NAH's Health Village encourage a wide range of use within the Planning Area including mixed-use, commercial, employment areas, and research and development.

- ✓ **Goal LU.2**. **Develop Flagstaff 's Greenfields in accordance with the *Regional Plan* and within the growth boundary.**
- ✓ Policy LU.6.3. Encourage new mixed-use neighborhoods in appropriate locations within the growth boundary.

Historic and Cultural Resources:

NAH has already obtained a cultural resource study and inventory (Appendices 20A & 20B) demonstrating that while the project site is largely undeveloped, it is not undisturbed. Limited recommendations for preservation by the Heritage Commission are incorporated into the Specific Plan. (Specific Plan, Section III(E)). NAH has also carefully prepared a natural resources protection plan (Appendix 15) to enhance conservation of trees and open space. As stated already, open space, view corridors and a strong connection with the natural environment are all part of the clinical advances NAH hopes to make in establishing the new hospital. The creation of community open space and preservation of trees and natural resources in excess of development standards are significant community benefits.

- ✓ **Goal OS.1**. **The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.**
- ✓ Policy OS.1.3. Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.

The site was evaluated under Flagstaff City Code Section 10.30-30-050 (Cultural Resources) and General Plan Goal CC.1 (Reflect and respect the region's natural setting and dramatic views in the built environment). To this end, a Cultural Resource Investigation, and a Cultural Resource Inventory, were performed in connection with the Specific Plan. (Appendices 20A & 20B). The investigation disclosed portions of an historic fencerow and of an old rail line. Both of these sites are poorly preserved due to neglect and construction activities, such as installation of the FUTS trail and placement of a sewer line.

Findings and recommendations were presented to the Flagstaff Heritage Preservation Commission at hearing on July 21, 2021 with a staff recommendation that the Cultural Resource Inventory findings and recommendations be approved with three conditions as follows:

- *Identified stone piers/fence remains and impacted rail alignment are to be avoided.*
- *If not avoided additional archival research is to be conducted along with appropriate mitigation that can include but not limited to interpretive signage/installation(s).*
- *Include these conditions as a policy in the specific plan for the site.*

The Heritage Preservation Commission unanimously approved the recommendation. (Appendix 20C). Attached as Appendix 20D is a map showing the placement of the stone

piers/fence and the rail alignment. The fence runs along the property line between the NAH site and Fort Tuthill, while the rail line runs along the existing FUTS trail. Neither of these locations is intended to be substantially disturbed from current conditions under the Specific Plan. These conditions are iterated in Specific Plan, Section III(E) as regulatory under the Specific Plan.

- ✓ Policy CC.2.1. Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.
- ✓ **Goal CC.3**. **Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.**
- ✓ Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.
- ✓ Policy LU.4.2. Utilize the following as guidance in the development process: Natural Environment maps, Environmental Planning and Conservation policies, Considerations for Development, Cultural Sensitivity, and Historical Preservation maps, and Community Character policies, while respecting private property rights.

Housing:

The Development Agreement identifies at least 273 residential uses to be developed in the Planning Area. The mixed-use development will support housing and lodging and will contain a robust multimodal system to support pedestrian and bicycle connectivity.

- ✓ Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.
- ✓ **Goal LU.4**. **Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.**
- ✓ Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.
- ✓ **Goal LU.13**. **Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.**
- ✓ Policy LU.13.4. Plan suburban development to include a variety of housing options.
- ✓ Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.
- ✓ Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.
- ✓ **Goal NH.1**. **Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.**
- ✓ Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.
- ✓ Policy NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.
- ✓ Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.

- ✓ **Goal NH.3**. **Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.**
- ✓ Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.

Industrial Development:

The Planning Area will feature research and development, employment areas, and will provide substantial economic benefits to the region. NAH's Health Village will feature efficient infrastructure and provides a robust multimodal system. Further, at the core of Health Village is a new hospital/ambulatory care center and medical office buildings.

- ✓ Policy LU.6.2. Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses as appropriate place types and area types for employment opportunities.
- ✓ **Goal LU.15**. **Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting.**
- ✓ Policy LU.15.1. Encourage the grouping of medical and professional offices, light industrial, research, and skill training with other necessary workforce services and transportation options.
- ✓ **Goal ED.4**. **Support efforts to recruit diverse new businesses and industries compatible with the region.**
- ✓ Policy ED.4.5. In an effort to promote the sustainability of resources, the City will encourage all new and expanded commercial and industrial development to be energy and water efficient.

Infill and Redevelopment:

See "Greenfield" section above for a justification of reinvestment and reuse of the existing FMC campus. Further, by planning a variety of residential and employment and other uses within the new Health Village development, the Planning Area will satisfy the following policies:

- ✓ Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.
- ✓ Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making within a functional transportation system that minimizes dead ends and offset street and driveway connections.

Intergovernmental Coordination:

Transit service to the hospital and ambulatory care facility will begin no later than the issuance of a certificate of occupancy for any improvements within Land Use Area 2b as defined in the Specific Plan. Transit stops for public transportation will be provided within Land Use Area 2b. Stop locations will be determined during site planning. NAH is in discussions to secure bus service to the Planning Area via the Mountain Line operated by NAIPTA. Funding of capital and operational costs for NAIPTA to provide service remains undetermined. If service through

NAIPTA cannot be secured, then in that event NAH, at its cost, will provide private transit service to the Project.

- ✓ 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.11.5. Promote effective intergovernmental relations through agreed-upon procedures to consult, cooperate, and coordinate transportation-related activities and decisions, including regional efforts to secure funding for the improvement of transportation services, infrastructure, and facilities.

IT/GIS:

Health Village's substantial traffic impact analysis, and the mitigation measures set forth in the development agreement, will ensure that the proposed uses will maintain the credibility of the regional transportation planning process.

- ✓ Policy T.11.1. Maintain the credibility of the regional transportation planning process through the application of professional standards in the collection and analysis of data and in the dissemination of information to the public.

Landscaping:

The NAH Health Village Landscaping Plan establishes the locations and character of landscaping standards. It creates a cohesive blending of natural and enhanced landscape through the different uses and overall development. The landscape character for the overall site is designed to promote an environment that is vibrant and expressive of a modern mountain forest. See Specific Plan III.F. and Appendix 16.

- ✓ **Goal E&C.6**. **Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.**
- ✓ Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.
- ✓ Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.

Libraries:

The Plans goals and policies related to libraries do not apply to and are not relevant to NAH Health Village. However, NAH Health Village does further several goals and policies in related areas such as Arts, Science and Education and Civic/Public Space.

Live/Work:

The Planning Area will feature at least 273 residential units. The Applicant envisions at least some of the residential units being developed directly over commercial uses. Further, the Specific Plan the Specific Plan allows for property within a ¼ mile of the Planning Area to elect to be treated as if within the activity center pedestrian shed.

- ✓ Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.

- ✓ Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.

Mixed Use Development:

As indicated in multiple other topics herein, the Planning Area will feature a variety of uses such as the hospital, medical offices, open space, mixed-use, commercial use, lodging, research and development, and residential uses. The Planning Area will feature a robust multimodal system providing greater connectivity.

- ✓ Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.
- ✓ Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.
- ✓ **Goal LU.6**. **Provide for a mix of land uses.**
- ✓ Policy LU.6.3. Encourage new mixed-use neighborhoods in appropriate locations within the growth boundary.
- ✓ Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.
- ✓ Policy LU.13.6. Include a mix of uses and access to surrounding neighborhoods in new suburban commercial development.
- ✓ Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.
- ✓ Policy LU.18.7. Concentrate commercial, retail, services, and mixed use within the activity center's commercial core.

Open Space:

Open space and resource conservation are emphasized throughout the Health Village, accented by a 21.2-acre (net) wellness retreat center in Land Use Area 1b. Further, Land Use Area 1a will feature the existing Sinclair Wash FUTS. These areas will provide a buffer along the Planning Area's western side with the low-density residential uses to the west.

- ✓ **Goal OS.1**. **The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.**
- ✓ Policy OS.1.2. While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment maps.
- ✓ Policy OS.1.3. Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.
- ✓ Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.
- ✓ Policy OS.1.5. Integrate open space qualities into the built environment.

- ✓ Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.
- ✓ Policy LU.3.4. Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.
- ✓ Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.
- ✓ Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).
- ✓ Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborhoods.

Parking:

The Health Village Specific Plan requires an increase in bicycle spaces from the existing Zoning Code. Further, the Planning Area will contain a parking garage and ample open parking lots. The entire development balances pedestrian/bicycle needs and public transit opportunities, with automobile use.

- ✓ Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.
- ✓ Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.
- ✓ 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.

Parks:

Open space and resource conservation are emphasized throughout the Health Village, accented by a 21.2-acre (net) wellness retreat center in Land Use Area 1b. Health Village will provide recreational opportunities that further the City's Parks and Recreation Master Plan through the offering of "core" recreational opportunities.

- ✓ Policy LU.13.8. Locate civic spaces, parks, and institutional uses within neighborhood pedestrian sheds.
- ✓ Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborhoods.
- ✓ Policy LU.18.2. Strive for activity centers and corridors that are characterized by contextual and distinctive identities, derived from history, environmental features, a mix of uses, well-designed public spaces, parks, plazas, and high-quality design.
- ✓ Policy NH.1.6. New development, especially on the periphery, will contribute to completing neighborhoods, including interconnecting with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.
- ✓ Policy Rec.1.1: Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Partnerships:

NAH Health Village incorporate the FUTS and ample open and civic space furthering the following Plan goal:

- ✓ **Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.**

Rail:

Due to its location, the Health Village promotes the continued growth of the Pulliam Airport as a key economic hub for the City. Rail impacts will be minimal.

Placemaking:

NAH has instituted robust architectural and landscape standards to ensure that the proposed development will promote Flagstaff's image. Further, Health Village will further Flagstaff's place as an economic driver in the region by providing substantial economic benefits to the area.

- ✓ **Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.**
- ✓ Policy LU.3.4. Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.
- ✓ Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making within a functional transportation system that minimizes dead ends and offset street and driveway connections.
- ✓ **Goal ED.7**. **Continue to promote and enhance Flagstaff 's unique sense of place as an economic development driver.**
- ✓ Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.
- ✓ Policy ED.7.3. Leverage the region's assets of history, culture, and natural environment, as well as educational and scientific facilities, as an economic development tool.
- ✓ Policy ED.7.4. Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.

Preparedness and Emergency Response:

Anchoring the Health Village, in the heart of the Planning Area, NAH will build a new regional hospital, with up to 468 beds, increasing its patient bed capacity by a third while simultaneously incorporating efficiencies and best clinical practices. The Health Village promotes the following goals and policies by allowing NAH to provide top notch medical services with upgraded facilities and expanded clinical options. The Health Village will also allow easy quick response times throughout the region due to the proximity to the I-17/I-40 interchange.

- ✓ **Goal PF.3**. **Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.**
- ✓ Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Preservation:

The NAH Health Village Natural Resources Protection Plan provides standards for the protection of natural resources, including floodplains, slopes, and forest. Appendix 15. The requirements of this plan are intended to maintain natural resources and to ensure that proposed development is consistent with the character of its natural surroundings. Development shall be designed to incorporate native habitat and existing features on-site as they provide important visual, environmental, health and economic benefits. Further, the development will feature a Landscape Plan and Architectural Plan to promote the traditional Flagstaff development by developing a Mountain Modern development.

- ✓ Policy OS.1.3. Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.
- ✓ **Goal CC.3**. **Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.**
- ✓ Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.
- ✓ **Goal E&C.6**. **Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.**
- ✓ Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.
- ✓ Policy OS.1.2. While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the *Flagstaff Area Open Space and Greenways Plan* and the Natural Environment maps.
- ✓ Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
- ✓ **Goal LU.5**. **Encourage compact development principles to achieve efficiencies and open space preservation.**
- ✓ Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).

Public Facilities:

The City of Flagstaff has completed phase 1 and phase 2 of a sewer extension to Fort Tuthill. The City also completed phase 1 and phase 2 of a waterline improvement for Fort Tuthill which brought water service in to the project area (with improvements still necessary to get adequate pressure). The Public Water and Sewer Impact Analysis concluded that the project will comply with the public water and sewer infrastructure requirements so long as on-site infrastructure is designed and constructed per the Engineering Standards. NAH will also be constructing a water storage tank to store a minimum net volume of 685,000 gallons. Accordingly, the Planning Area will be served by water and sewer.

Further, the NAH Health Village Vehicle Circulation Plan establishes the configuration, capacity and design standards for roadways within and adjacent to the Planning Area.

Primary access to the Planning Area will be from Beulah Blvd, as illustrated on the Vehicle Circulation and Points of Connection Plan, Appendix 12. Land Use Area 2b, which will be the location of the regional hospital and ambulatory care facility, will be accessed by emergency vehicles from Healthcare Blvd., and by patients and visitors from either Beulah Blvd. or Healthcare Blvd. Hospital staff will access the area primarily from Purple Sage Trail, which will connect to an onsite parking structure. On-site vehicle circulation is shown on the Vehicle Circulation Plan.

A Traffic Impact Analysis ("TIA") is provided as Appendix 26. To accommodate projected traffic volumes, the master developer will construct onsite public roads as illustrated and specified in the Conceptual Roadway Plan, Appendix 13. To further mitigate traffic volumes, offsite project improvements by the master developer will include the addition of a raised center median and lanes along Beulah Blvd. from Beulah Blvd. & Lake Mary Road/University Heights Drive North to Beulah Boulevard & Fairgrounds Road/JW Powell Blvd. Beulah Blvd. will have four (4) lanes with two (2) lanes and a bike lane in each travel direction with a raised center median that has breaks for left turn lanes. Based on the TIA's data and findings concerning traffic volumes and recommended mitigation, road improvements are proposed to coincide with the NAH Health Village Phasing Plan. Accordingly pursuant to the TIA, the Planning are will be adequately served by roads, as well.

Finally, the Planning Area will be serviced by existing utilities, as set forth in Specific Plan Section II.F, and by public services such as the Fire Department and Police Department, as set forth in Section II.G. Overall, the proposed location allows for efficient design and use of the Health Village concept while also ensuring that the Planning Area will be served by all necessary services.

- ✓ Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.

Public Outreach:

Throughout the planning process, NAH has placed an emphasis on public outreach by holding meetings with numerous local groups, as more fully set forth in the Citizen Participation Report. NAH has held over 60 "group meetings," multiple neighborhood meetings, and a public work session will be held to further discuss the proposed development.

- ✓ Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking.
- ✓ 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.
- ✓ **Goal T.11**. **Build and sustain public support for the implementation of transportation planning goals and policies, including the financial underpinnings of the Plan, by actively seeking meaningful community involvement.**
- ✓ Policy T.11.2. Approach public involvement proactively throughout regional transportation planning, prioritization, and programming processes, including open access to communications, meetings, and documents related to the Plan.

Public Safety:

Anchoring the Health Village, in the heart of the Planning Area, NAH will build a new regional hospital, with up to 468 beds, increasing its patient bed capacity by a third while simultaneously incorporating efficiencies and best clinical practices. The Health Village promotes the following goals and policies by allowing NAH to provide top notch medical services with upgraded facilities and expanded clinical options. The Health Village will also allow easy quick response times throughout the region due to the proximity to the I-17/I-40 interchange.

- ✓ **Goal PF.3**. **Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.**
- ✓ Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Reclaimed Water:

The Applicant will perform an economic analysis on rainwater capture systems. If such systems are appropriate they may be incorporated into the Planning Area.

- ✓ Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.

Recreation:

Health Village will provide recreational opportunities that further the City's Recreation Master Plan through the use of "core" recreational opportunities. Further, the robust multimodal system will provide for bicycling as a safe and efficient means of transportation and recreation within and around the planning area. See "bicycle" above.

- ✓ Policy LU.6.4. Provide appropriate recreational and cultural amenities to meet the needs of residents.
- ✓ **Goal T.6**. **Provide for bicycling as a safe and efficient means of transportation and recreation.**
- ✓ Policy Rec.1.1. Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Renewable Energy:

There are no plans to generate energy on site.

Resource Protection/Restoration:

See "Preservation" above.

- ✓ Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.
- ✓ **Goal WR.5**. **Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.**
- ✓ Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural

features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.

- ✓ Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- ✓ **Goal LU.4**. **Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.**

Road Construction, Repair and Maintenance:

NAH's robust TIA will ensure a functional, safe, and aesthetic hierarchy or roads and streets within and nearby the Planning Area.

- ✓ **Goal T.8**. **Establish a functional, safe, and aesthetic hierarchy of roads and streets.**
- ✓ Policy T.8.4. Protect rights-of-way for future transportation corridors.
- ✓ Policy T.8.5. Support the area's economic vitality by improving intersection design for freight movements.

Schools:

The Planning Area will feature employment opportunities and research and development areas that will promote and expand scientific research as a key component to the Flagstaff region's character.

- ✓ **Goal CC.5**. **Support and promote art, science, and education resources for all to experience.**
- ✓ Policy CC.5.1. Promote first class arts, research, and educational facilities.
- ✓ Policy CC.5.5. Promote and expand scientific research as a key component to the Flagstaff region's character.

Small Businesses/Entrepreneurship:

Health Village will feature ample employment opportunities and entrepreneurial opportunities, including in the areas of research and development.

- ✓ Policy ED.3.3. Support plans, programs, and capital expenditures to stimulate the investment of private capital in existing commercial areas for all industry sectors.

Stormwater:

The project will retain the increase in stormwater runoff volume with the proposed development. There will be several basins located throughout the project site that will provide retention storage volume for the proposed impervious cover such as roads, sidewalks, and buildings. The basins will also provide a water quality component to comply with Low Impact Design (LID) requirements. The project will be completed in accordance with the LID Manual. The development will maintain the existing stormwater corridors where possible to preserve as much natural vegetation and features as possible. The ultimate stormwater outfall locations will not be altered with the proposed project. Finally, there are trails and other amenities proposed in the Wellness Area that will provide a wildlife experience for the project. The trails will meander and follow existing topography to work with the natural watercourses where possible. The goal is to preserve the tree resources in the Wellness rea as much as possible

- ✓ **Goal WR.5**. **Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting**.

- ✓ Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
- ✓ Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- ✓ Policy WR.5.4. Develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff stormwater master plans or studies as adopted by the City.
- ✓ Policy WR.5.7. Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.

Student Housing:

Student housing is not relevant to the live/work and employment goals promoted by Health Village.

Technology:

Health Village will feature a state of the art health care facility and buildings within the Planning Area will be energy-efficient.

- ✓ Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

Tourism:

A regional scale Activity Center directly off the I-17/I-40 interchange will provide additional commercial and retail opportunities for tourists traveling along the two major interstates. Specifically, retail, lodging and restaurants directly off the I-17/I-40 interchange, near the Fort Tuthill County Park, will provide additional resources and amenities for travelers driving along the I-17/I-40 corridor. The direct proximity to Fort Tuthill, which provides adventure tourism, will support such tourism by bringing amenities and lodging closer to such tourist attractions.

- ✓ **Goal ED. 6. Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities.**
- ✓ Policy ED.6.1. Support and promote the diversification and specialization of the tourism sector, with heritage, eco-, and adventure tourism.

Transit:

Health Village will provide a robust bicycling and pedestrian network throughout the project. See Walking/Pedestrian Environment, below, and bicycling, above. Further, the public transit will be provided to the Planning Area either through NAIPTA or provided independently by the Applicant. See Regional Plan Conformance, above.

Further, by moving the NAH medical campus from downtown Flagstaff to the Planning Area, their will be easier and more efficient access from regional commuters. NAH is the only level one trauma center north of Phoenix and accordingly it serves patients across Northern

Arizona. The location of the Planning Area off the I-17/I-40 corridor will ensure quick response time and easy access from the two major interstates in the region, allowing patients to easily access the hospital without facing downtown or Milton traffic. Further, the relocation will help alleviate current traffic issues affecting downtown Flagstaff and the Milton corridor by removing trips from employees, staff, vendors, and patients that would otherwise be utilizing those heavily trafficked streets. By implementing a robust multimodal plan, public transit, and live/work opportunities, NAH can reduce the carbon emissions by eliminating or reducing drive times for both employees and patients.

As shown in multiple topics above, for example in the Connectivity, Access, and Circulation sections above, it is shown that NAH is able to promote several transportation related goals and policies. This results in part from the fact that the NAH Health Village is new development, unrestricted by existing constraints of a built environment, and also from the fact that this is a regional center for medical and health care that requires it to be fully accessible for all ages and physical conditions. The walkability and bikeability of the project is discussed at length above. In addition, the development will further the City's connectivity goals as it concerns future suburban growth north and northeast of the site, improvements to Highway 89A (Beulah Blvd.), and appropriately scaled connection with Highway 89A. The circulation plan (Appendix 12) illustrates these community benefits. In addition, within the project itself, transportation connectivity is maintained while also managing appropriate scale. For example, lighter and slower traffic navigating around the wellness retreat is consistent with maintaining the purpose of that area of the project, protecting the Fort Tuthill County Park from access points the County has asked to avoid, and promoting the overall feel of a Health Village.

- ✓ Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation: a. Public transportation, b. Bicycles, c. Pedestrians.
- ✓ Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.
- ✓ Policy LU.7.1. Concentrate urban development in locations that use land efficiently, and are served by roads, water, sewer, and other public facilities and services, and that support transit, reduced vehicle trips, and conservation of energy and water.
- ✓ Policy LU.15.2. Consider the compatible integration of residential uses and proposed employment centers to reduce vehicle trips and commute times.
- ✓ Policy LU.15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.
- ✓ **Goal T.7**. **Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.**
- ✓ 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 NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.

Tribal Relations:

The Plan's goals and policies related to Tribal Relations refer generally to development on tribal land and are inapplicable to NAH Health Village.

Utilities:

The Planning Area will be served by all necessary utilities.

- ✓ **Goal LU.7**. **Provide for public services and infrastructure**.

Views and Vistas:

Land Use Area 1b shown on Appendix 10 illustrates the open space (wellness retreat) that is part of NAH's plans to preserve viewsheds along the western edge of its project and also buffer between the NAH development and residential uses farther to the west. Further, the proposed design and placement of the hospital will mitigate impacts of the viewsheds west and north from area 2b, where the new medical center will be built. By setting the hospital back from I-17, impacts on views from the I-17 corridor are mitigated (see Appendix 40). Finally, NAH maximizes views from area 2b by facing patient windows north towards the peaks.

- ✓ **Goal CC.1**. **Reflect and respect the region's natural setting and dramatic views in the built environment.**
- ✓ Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.
- ✓ Policy CC.1.2. Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.
- ✓ Policy CC.1.3. Design development patterns to maintain the open character of rural areas, protect open lands, and protect and maintain sensitive environmental areas like mountains, canyons, and forested settings.

Walking/Pedestrian Environment:

The project's pedestrian network will connect all development areas, natural features, and recreational facilities and will tie into the City's Urban Trails Network. All bike and pedestrian trail road crossings will be at road intersections where possible. Pedestrian and bicycle connectivity throughout the Planning Area will occur at intervals of 300-600 feet wherever possible, with specific locations to be determined during site planning. The multimodal plan evidences that pedestrian paths are continuous and direct throughout the Planning Area.

- ✓ Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- ✓ Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation: a. Public transportation, b. Bicycles, c. Pedestrians.

- ✓ Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.
- ✓ Policy LU.13.8. Locate civic spaces, parks, and institutional uses within neighborhood pedestrian sheds.
- ✓ Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborhoods.
- ✓ Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.
- ✓ Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making within a functional transportation system that minimizes dead ends and offset street and driveway connections.
- ✓ **Goal T.5**. **Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.**
- ✓ Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.
- ✓ Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking.
- ✓ Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.
- ✓ Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.
- ✓ 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.

Wastewater:

The City of Flagstaff completed a sewer extension to Fort Tuthill. This improvement brought the sewer main from Fort Tuthill to an existing trunk in University Heights and will serve the Planning Area. Accordingly, a water master plan regarding wastewater collection and its treatment at the Planning Area is not needed.

- ✓ Policy WR.2.2. Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.

Water Conservation:

NAH's Sustainability Proposal, Narrative Appendix 32, states that "all buildings on-site shall use best practices in performance design with the intent of limiting energy and water use during operation."

Wildland Fire:

Through the use of fire wise planning, the Planning Area will have a reduced risk of wildfire, as compared to its current state.

- ✓ **Goal E&C.1**. **Proactively improve and maintain the region's air quality.**
- ✓ **Goal E&C.6**. **Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.**

- ✓ Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.
- ✓ **Goal PF.3**. **Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.**
- ✓ Policy PF.3.1. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Wildlife:

The Planning Area does not contain a wildlife corridor or unique features that support sensitive wildlife, accordingly, these goals and policies do not apply.

Workforce Training:

Health Village will provide a new medical center, and also clinical partnerships located in the same vicinity, creating a one-stop location for residents to obtain health and medical care. Moving out from the hospital itself, the Health Village will include research and development and other employment options, with housing opportunities within walking and biking distance. Health Village will provide opportunities for new business, workforce development, and substantial economic benefits to the region.

- ✓ Policy LU.15.1. Encourage the grouping of medical and professional offices, light industrial, research, and skill training with other necessary workforce services and transportation options.
- ✓ Policy ED.4.4. Identify and support community resources that assist new businesses, such as workforce development, marketing, building processes, venture capital, financing, and management.

Cumulative Impact

The General Plan's Future Growth Illustration identifies the Specific Plan area as an existing rural area type planned as a future growth area. It is planned to include a Future Suburban Node and Neighborhood Suburban Activity Center. The future area type is thus planned as suburban. It is not planned to remain rural. Around the Specific Plan area, the Future Growth Illustration depicts an existing rural area type to the west, and parks/open space to the southwest. Future area types are suburban to the north of the Specific Plan area, with an existing rural area type to the west and parks/open space to the southwest.

The Specific Plan is consistent with the Future Growth Illustration's guidance for area type. Although the development of the Health Village will convert this property from rural to suburban with regional scale attributes, this is a change that is planned for within the General Plan. The minor regional plan amendments sought in support of the Specific Plan – relocating the center of the S16 Future Activity Center, re-aligning roads accordingly, and increasing scale from neighborhood to regional use – all conform to a suburban area type, "An area typically located at the intersection of two collectors or neighborhood streets, with vertical or horizontal mixed-use (mix of any: businesses, retail, residential, offices, medical services, etc.), serving the surrounding neighborhoods. A suburban activity center can serve a Regional Commercial or Neighborhood Commercial scale." (General Plan at IX-47). The Specific Plan is protective of

the Future Growth Illustration's design for this part of the City because by moving the activity center east, the activity center will capture more planned future suburban area and less planned future rural area that is currently within the western portion of the activity center's boundary.

The Activity Center Map depicts a Future Activity Center (S16) for a future place type within the Specific Plan area and also north of the Specific Plan area. (See General Plan at IX-67). An existing rural neighborhood place type subsists in the western portion of the S16 Future Activity Center, which as explained above is more carefully preserved by relocating the activity center eastward. Activity centers are "mixed-use centers that vary by scale and activity mix depending on location. They include commercial, retail, offices, residential, shared parking, and public spaces." (General Plan at GL-1).

According to the General Plan, and at the time of its adoption, the City has a surplus of single family residential property (1058 acres of single family and single family attached) but a deficit of land zoned for multifamily use (46 acres less than demand)(since 2014 within activity centers there has been an increase in available residential space by 291 acres and residential space outside of activity centers has declined by over 1,500 acres) and also a deficit for institutional use such as health and education (116 acres less than demand). The General Plan also reports a deficit of land zoned for parks (54 acres less than demand in neighborhoods, with even worse conditions at the community and regional levels) (since 2014, 57 acres have been added to the City's park system). (General Plan at IX-8 & 9, 13). In addition to developing an activity center as contemplated in the Future Growth Illustration, the Specific Plan has the added impact of increasing acreage in three of the deficit categories identified in the General Plan – higher-density residential use, medical use, and outdoor open space use.

Area 2a within the Specific Plan is over 15 acres (net) of mixed use including at least 273 higher density residential units consuming 300,000 square feet under roof, with the goal of providing 315 higher density residential units consuming 346,000 square feet under roof. (Specific Plan § III(A) & Appendix 10). This works out to just under 1,100 square feet per unit. In relation to the General Plan, the City reports a deficit of 46 acres needed for multifamily housing (overall total residential space has decreased by roughly 1,300 acres since 2014). In the General Plan, the City also reports only 8 available acres for retail and service (since 2014, commercial space has increased by 50 acres), whereas the Specific Plan Land Use Program creates over almost 27 acres (net) of room for retail, service and commercial uses (Areas 2c and 2d). An additional 27 acres is created for research and innovation uses.

The Regional Plan reports 39 acres zoned for institutional use, including medical, with a deficit of 116 acres based on demand. Area 2b within the Specific Plan creates over 60 acres (net) of space for the hospital. Neighborhood parks within the City are reported at 23 acres, with a deficit based on demand of 54 acres. In Areas 1a and 1b, the Specific Plan creates over 31 acres (net) of outdoor open and civic space.

RESOLUTION NO. 2022-56

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 TO CHANGE THE PLACE TYPE DESIGNATION WITHIN A FUTURE SUBURBAN ACTIVITY CENTER (S16) FROM NEIGHBORHOOD SCALE TO REGIONAL SCALE ON MAPS 21, 22, AND 24; MOVE THE CENTER POINT OF A FUTURE SUBURBAN ACTIVITY CENTER (S16) NORTH AND EAST ON MAPS 21, 22, AND 24; CHANGE THE AREA TYPE DESIGNATION ON MAP 21 AND 22 FROM AREA IN WHITE AND EXISTING RURAL/FUTURE SUBURBAN TO EXISTING EMPLOYMENT FOR APPROXIMATELY 28 ACRES; AND REALIGN A FUTURE CIRCULATION ROAD CORRIDOR ON MAP 25 GENERALLY LOCATED AT 1120 W PURPLE SAGE TRAIL; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff Regional Plan 2030 (the "Regional Plan") was adopted by the Mayor and Council of the City of Flagstaff (the "City Council") on January 14, 2014 and ratified by the qualified electors of the City of Flagstaff (the "City") on May 20, 2014; and

WHEREAS, among other things, the Regional Plan establishes the authority and procedure for minor amendments; and

WHEREAS, pursuant to section § 9-461.06, Arizona Revised Statutes, and the Regional Plan, the City has consulted with, advised, and provided the opportunity for public comment on the proposed amendment to the Regional Plan; and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Planning and Zoning Commission held a public hearing on the proposed Regional Plan amendment on November 9, 2022 and provided notice of such hearing in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, pursuant to A.R.S. § 9-461.06 and the Regional Plan, the City Council held a public hearing in the City Council Chambers on the proposed Regional Plan amendment on December 6, 2022, and provided notice of such hearing by publication of said notice in the manner required by A.R.S. § 9-461.06(E); and

WHEREAS, the City Council finds and determines that (i) proper notice of the proposed Regional Plan amendment has been given in a manner required by A.R.S. § 9-461.06, and (ii) that each of the required publications have been made in the Arizona Daily Sun, a newspaper of general circulation within the City; and

WHEREAS, the City Council desires to amend the Regional Plan to change the place type designation within a future suburban activity center (S16) from neighborhood scale to regional scale on Maps 21, 22, and 24; move the center point of a future suburban activity center (S16) north and east on Maps 21, 22, and 24; change the area type designation on Map 21 and 22 from Area in White and existing rural/Future Suburban to Existing Employment for approximately 28 acres; and realign a future circulation road corridor on Map 25 generally located at 1120 W Purple Sage Trail.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Flagstaff Regional Plan is hereby amended to change the place type designation within a future suburban activity center (S16) from neighborhood scale to regional scale on Maps 21, 22, and 24; move the center point of a future suburban activity center (S16) north and east on Maps 21, 22, and 24; change the area type designation on Map 21 and 22 from Area in White and existing rural/Future Suburban to Existing Employment for approximately 28 acres; and realign a future circulation road corridor on Map 25 generally located at 1120 W Purple Sage Trail, as more particularly depicted in **Exhibit "A" (Map 21 and 22), Exhibit "B" (Map 24), and Exhibit "C" (Map 25)**.

SECTION 2. That the Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. This resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of December, 2022.

_____
MAYOR

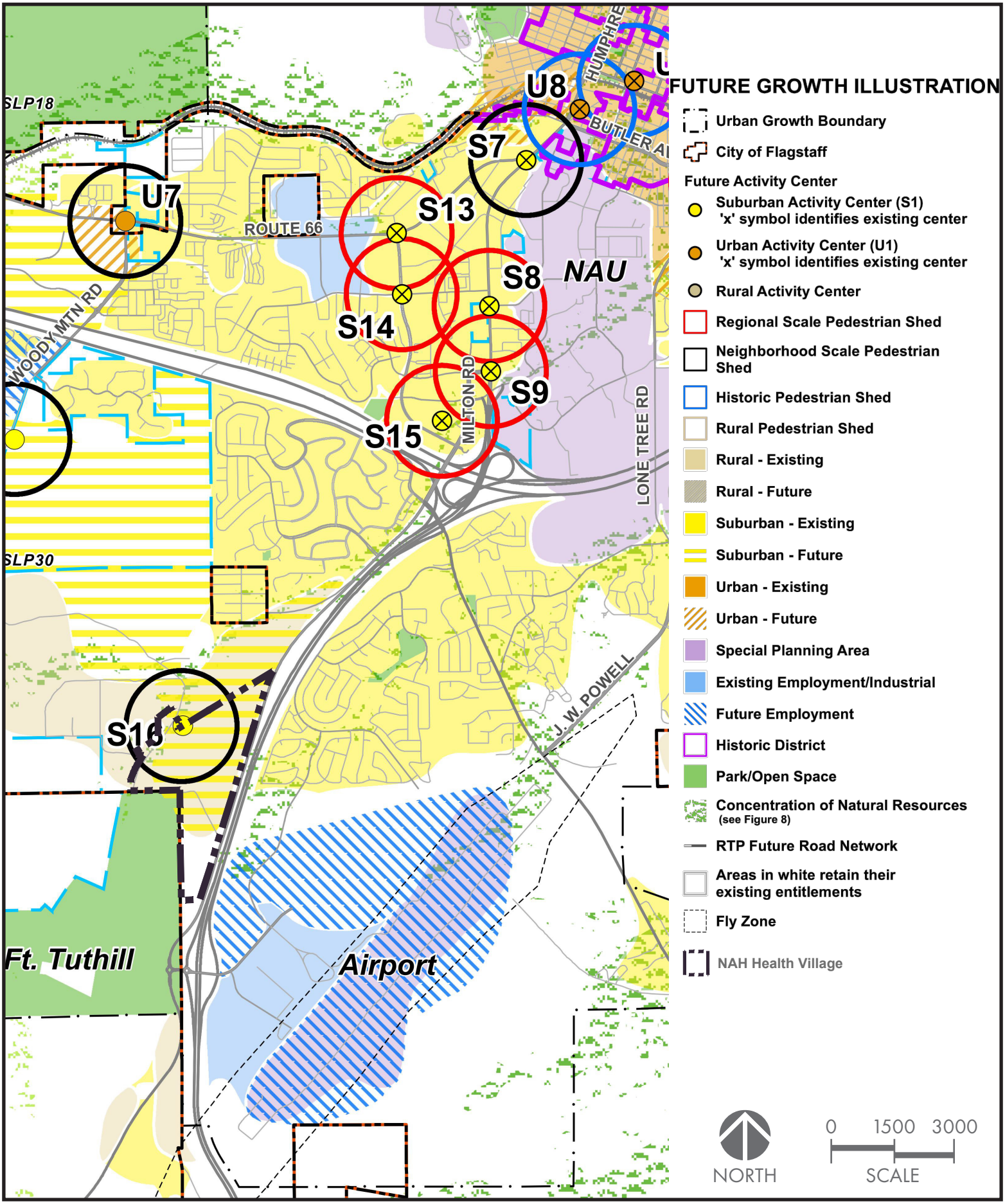
ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Maps 21 and 22
Exhibit B – Map 24
Exhibit C – Map 25



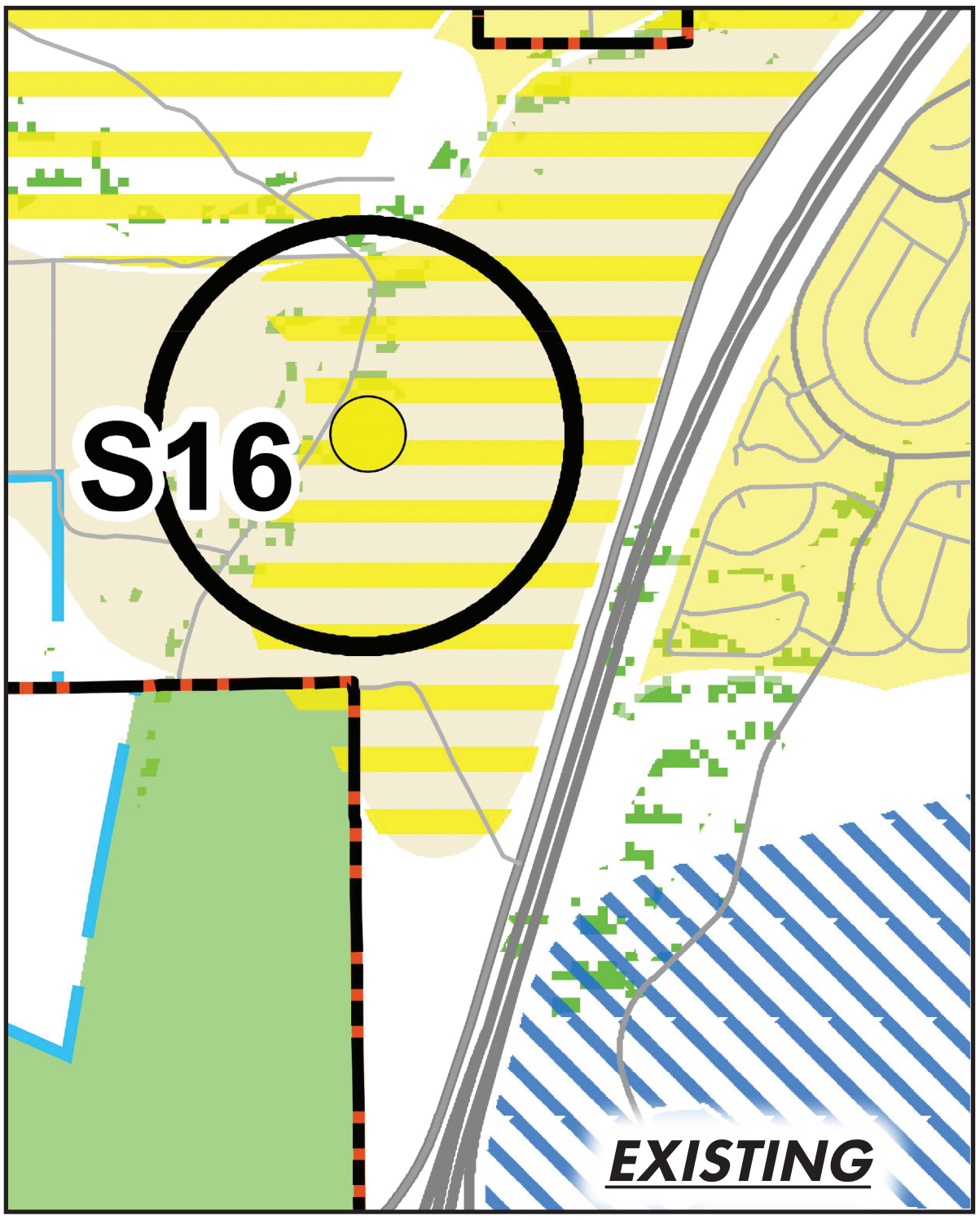
NAH HEALTH VILLAGE | REGIONAL PLAN'S EXISTING FUTURE GROWTH ILLUSTRATION

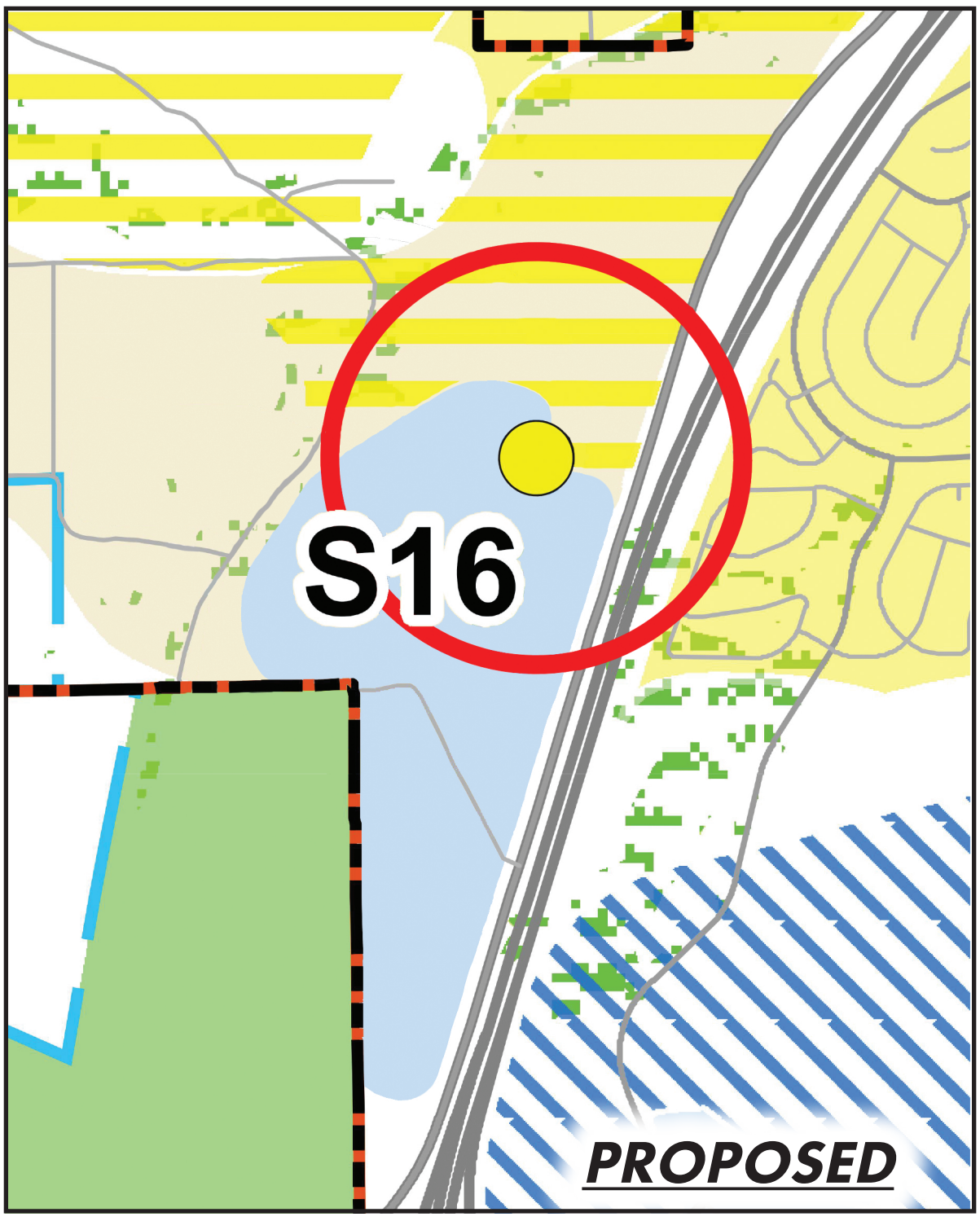
05/04/2022

NAHAPP033

Northern Arizona Healthcare

NORRIS DESIGN
Planning | Landscape Architecture | Branding





FUTURE GROWTH ILLUSTRATION

- Urban Growth Boundary
- City of Flagstaff

Future Activity Center

- Suburban Activity Center (S1) 'x' symbol identifies existing center
- Urban Activity Center (U1) 'x' symbol identifies existing center
- Rural Activity Center
- Regional Scale Pedestrian Shed
- Neighborhood Scale Pedestrian Shed
- Historic Pedestrian Shed
- Rural Pedestrian Shed
- Rural - Existing
- Rural - Future
- Suburban - Existing
- Suburban - Future
- Urban - Existing
- Urban - Future
- Special Planning Area
- Existing Employment/Industrial
- Future Employment
- Historic District
- Park/Open Space
- Concentration of Natural Resources (see Figure 8)
- RTP Future Road Network
- Areas in white retain their existing entitlements
- Fly Zone

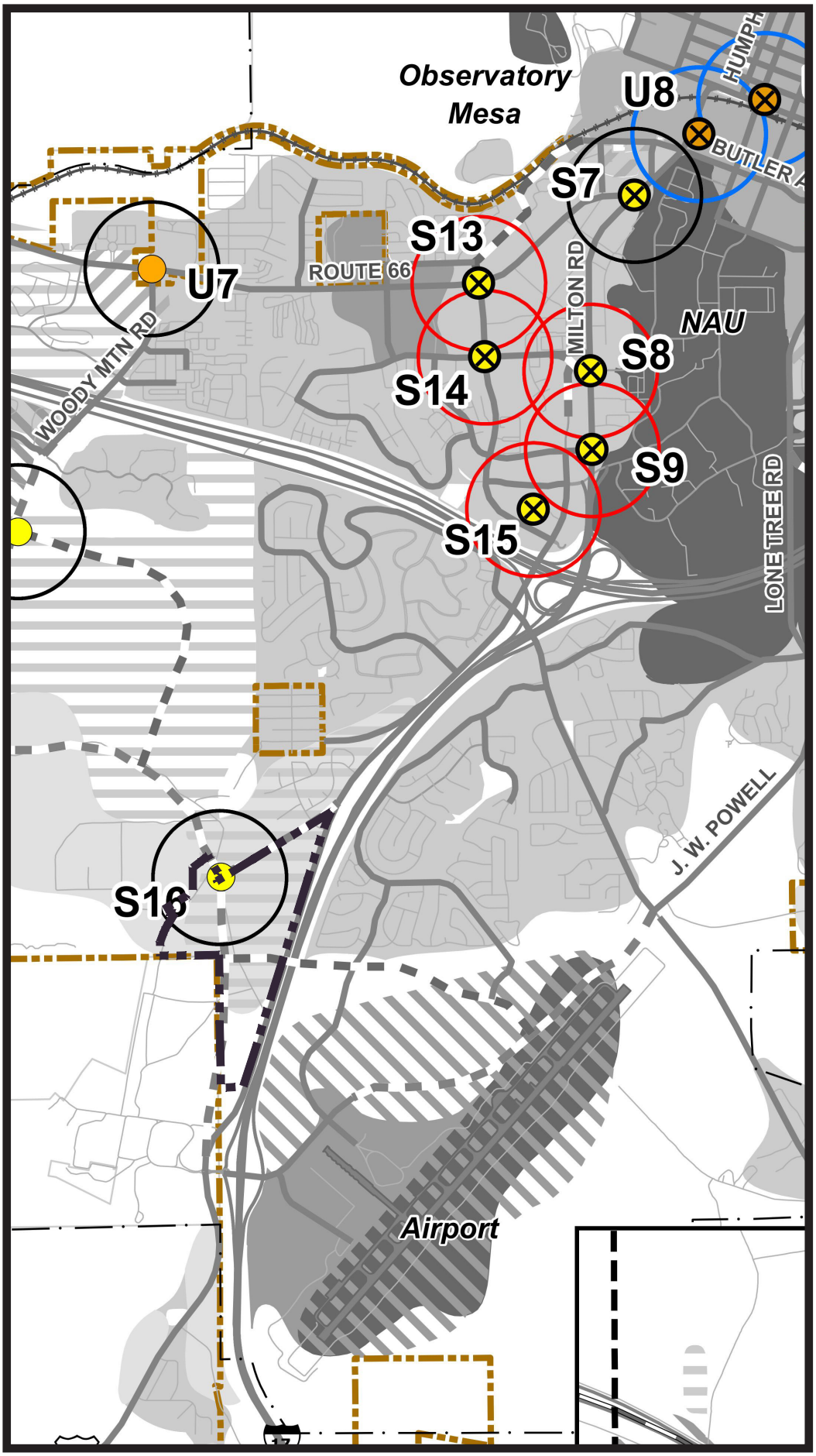
Area Types Within NAH Health Village

Area Type	Existing (Ac.)	Proposed (Ac.)
Rural - Existing	150	24
Suburban - Future	130	22
Existing Employment	0	132
Area in White	28	0

NORTH

0 500 1000 2000

SCALE



ACTIVITY CENTERS

- FMPO Boundary
- Urban Growth Boundary
- City of Flagstaff

Future Activity Center

- Suburban Activity Center (S1)

'x' symbol identitfies existing center

- Urban Activity Center (U1)

'x' symbol identitfies existing center

- Rural Activity Center (R1)
- Regional Scale Pedestrian Shed
- Neighborhood Scale Pedestrian Shed
- Historic Pedestrian Shed
- Rural Pedestrian
- Parks/Open Space
- Rural - Future
- Suburban - Future
- Urban -
- Industrial / Business Park - Future
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

NAH Health Village

NORTH

0 1500 3000

SCALE

NAH HEALTH VILLAGE | REGIONAL PLAN'S EXISTING ACTIVITY CENTERS

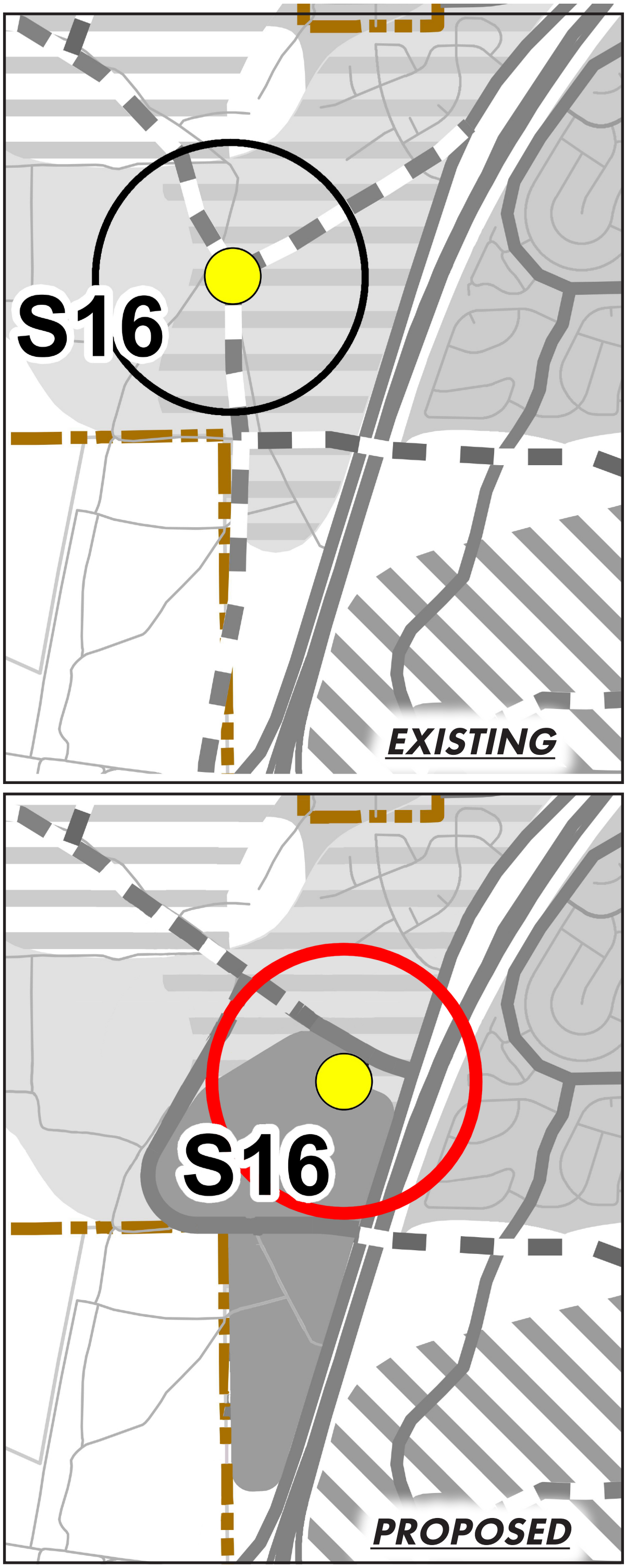
05/04/2022

NAHAPP031

Northern Arizona Healthcare

NORRIS DESIGN

Planning | Landscape Architecture | Branding



ACTIVITY CENTERS

- FMPO Boundary
- Urban Growth Boundary
- City of Flagstaff

Future Activity Center

- Suburban Activity Center (S1)

'x' symbol identitfies existing center

- Urban Activity Center (U1)

'x' symbol identitfies existing center

- Rural Activity Center (R1)
- Regional Scale Pedestrian Shed
- Neighborhood Scale Pedestrian Shed
- Historic Pedestrian Shed
- Rural Pedestrian
- Parks/Open Space
- Rural - Future
- Suburban - Future
- Urban -
- Industrial / Business Park - Future
- Rural - Existing
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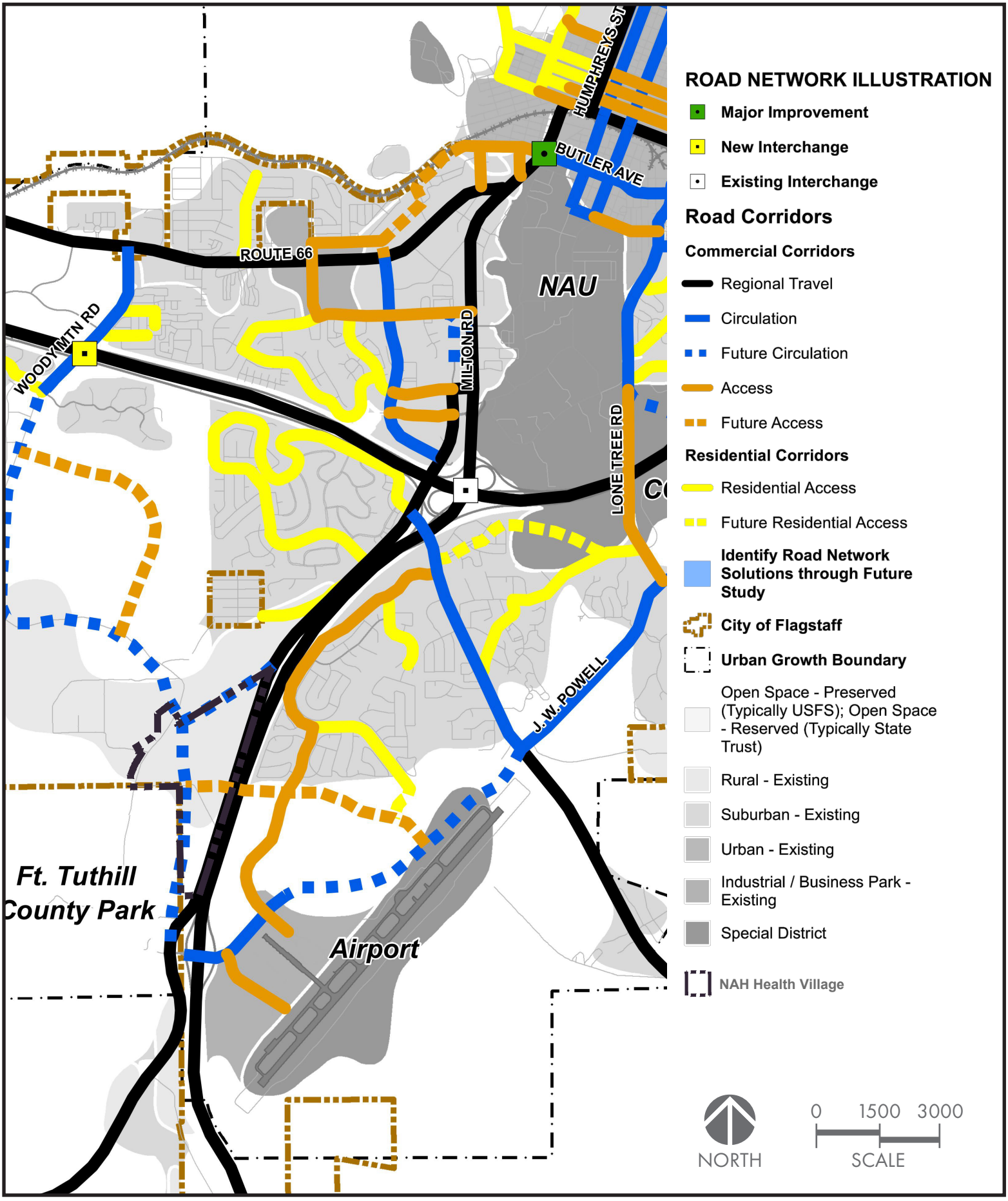


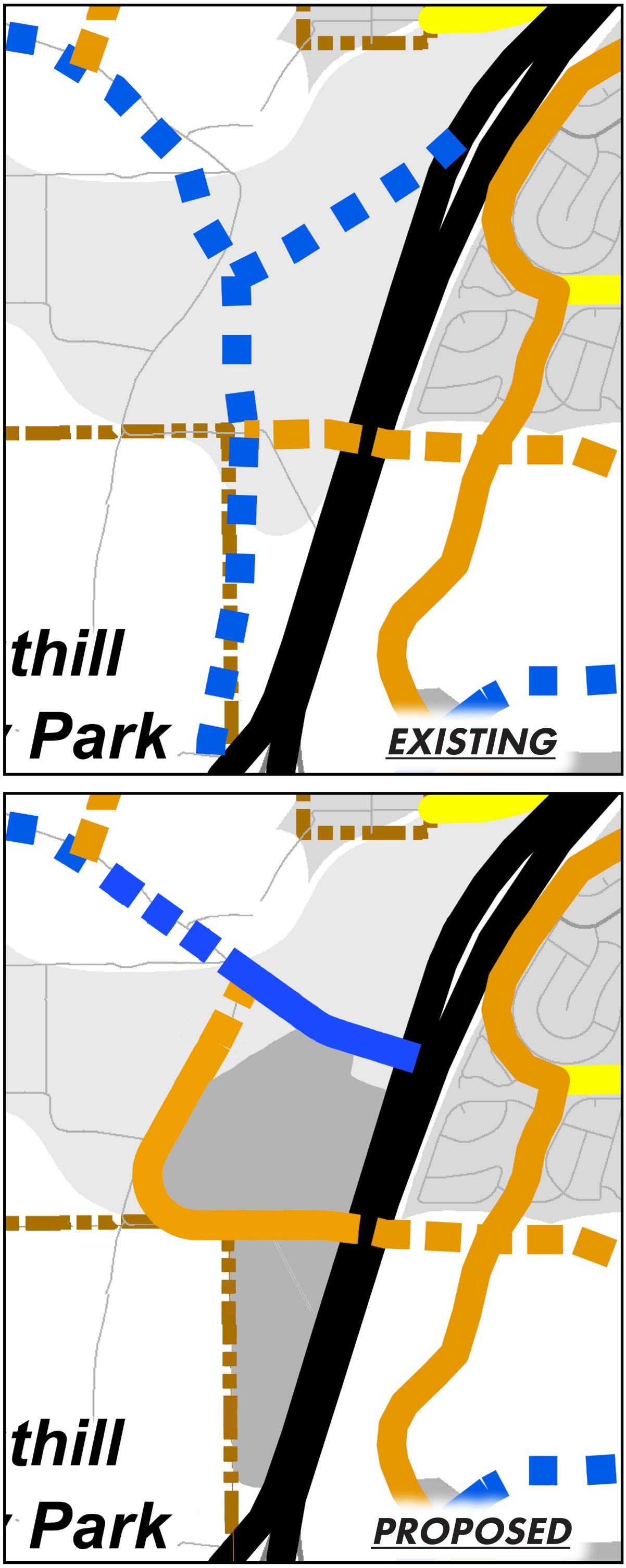
NAH HEALTH VILLAGE | REGIONAL PLAN'S EXISTING ROAD NETWORK ILLUSTRATION

05/04/2022

NAHAPP035

Northern Arizona Healthcare

NORRIS DESIGN
Planning | Landscape Architecture | Branding



ROAD NETWORK ILLUSTRATION

- **Major Improvement**
- **New Interchange**
- **Existing Interchange**

Road Corridors

Commercial Corridors

- Regional Travel
- Circulation
- Future Circulation
- Access
- Future Access

Residential Corridors

- Residential Access
- Future Residential Access
- **Identify Road Network Solutions through Future Study**
- **City of Flagstaff**
- **Urban Growth Boundary**
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

Northern Arizona Healthcare Health Village

Minor Regional Plan Amendment

Tiffany Antol, AICP
Zoning Code Manager
December 6, 2022

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

NAH Minor Regional Plan Amendment

Request

A request for a Minor Amendment to the *Flagstaff Regional Plan 2030* (Regional Plan), by Northern Arizona Healthcare (NAH) Corporation,

1. to change the place type designation within a future suburban activity center (S16) from neighborhood scale to regional scale on Maps 21, 22, and 24;
2. move the center point of a future suburban activity center (S16) north and east on Maps 21, 22, and 24;
3. change the area type designation on Map 21 and 22 from Area in White to Existing Employment for approximately 28 acres;
4. and realign a future circulation road corridor on Map 25 on property located 1120 W. Purple Sage Trail.

This Minor Regional Plan Amendment request is the precursor to two other entitlement cases including a new Specific Plan and a Concept Zoning Map Amendment.

NAH Minor Regional Plan Amendment

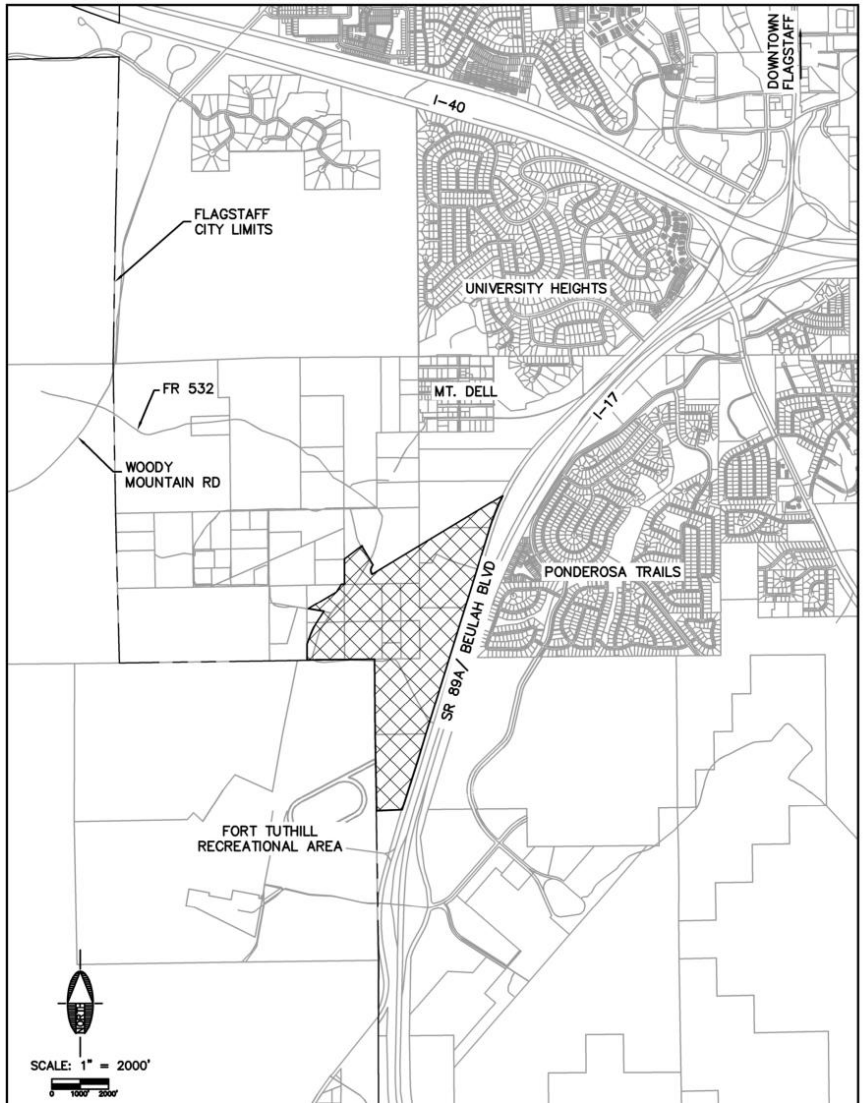
Subject Property

Existing Conditions

- The subject property is approximately 172.6 acres consisting of 17 separate parcels of land. Most of the site is vacant with a few residential structures.

Proposed Development

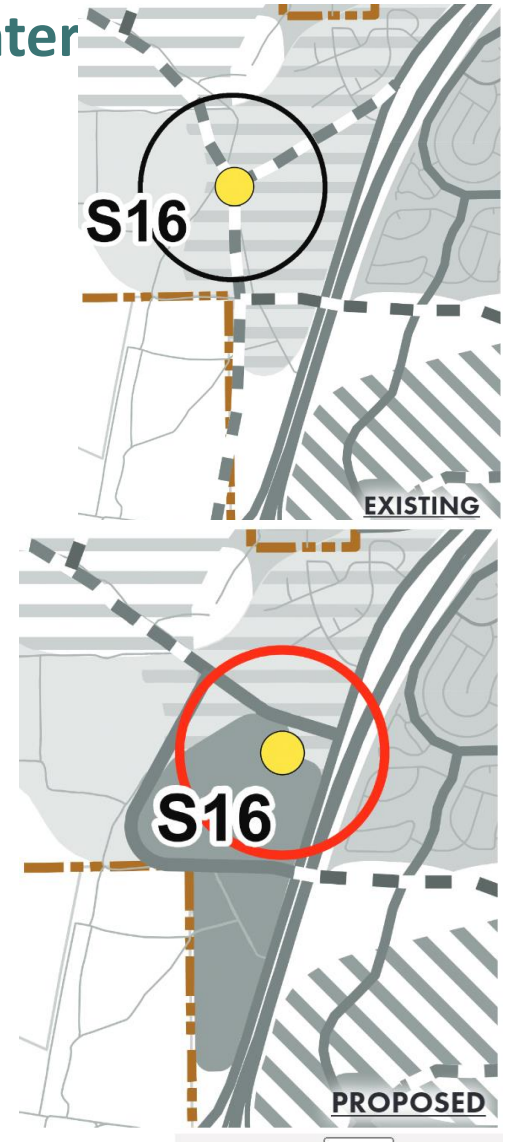
- 1.26 million square feet of Hospital and Medical Offices,
- 315 residential dwelling units as part of a mixed-use development,
- approximately 290,000 square feet of non-residential uses (retail and lodging),
- approximately 250,000 square feet of Research and Development uses (light manufacturing), and
- approximately 31.2 acres of designated Open Space



NAH Minor Regional Plan Amendment

Change the place type designation within a future suburban activity center (S16) from neighborhood scale to regional scale and relocate activity center

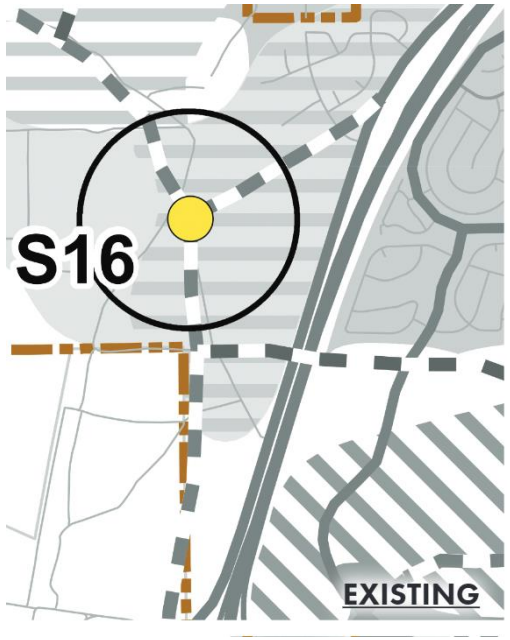
- "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types.
- Activity Centers are mixed-use areas where there is a concentration of commercial and other land uses typically defined by a pedestrian shed.
- Neighborhood Suburban Activity Centers are intended to be smaller, mixed-use centers at intersections of collector streets and neighborhood access roads providing connections to local goods and services, public spaces, transit, and the FUTS.
- Regional Suburban Activity Centers are larger, mixed-use centers at intersections of arterial roads and collector streets, with access to large residential developments including entertainment and cultural amenities, public spaces, and transit with an emphasis on both residents and visitors.

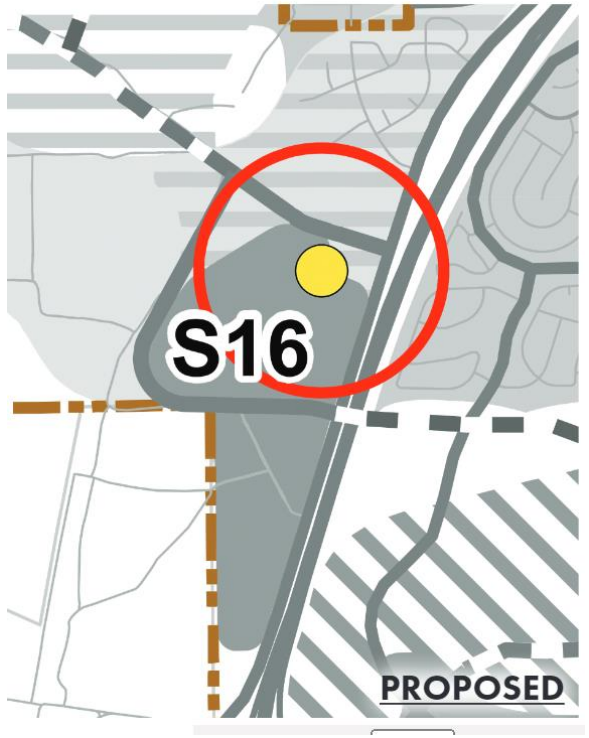


NAH Minor Regional Plan Amendment

Amend Map 21 to designate area within and south of Activity Center S16 as an employment area

1. "Areas in white retain their existing entitlements" is used to describe areas that have not been assigned an area type.
2. With this request the existing "Area in White" and some of the Existing Rural/Future Suburban will, if approved, be assigned the Existing Employment area type.

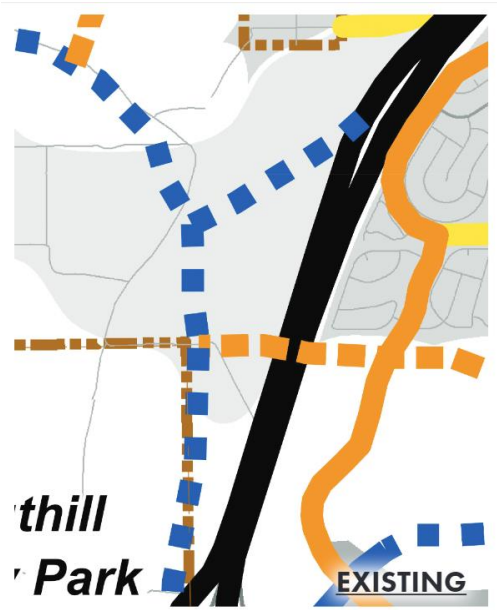


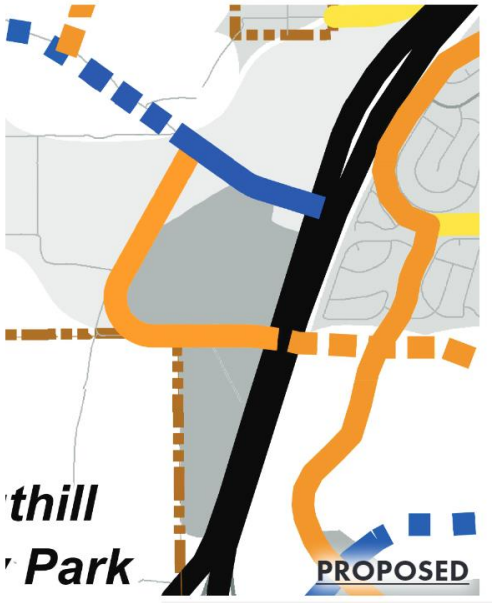


NAH Minor Regional Plan Amendment

Amend Map 25 to realign a future road corridor (Beulah Boulevard)

- The current Map 25 shows a realignment of the existing Beulah Boulevard from its current location adjacent to Interstate 17 corridor further west along the eastern boundary of Fort Tuthill.
- The primary purpose for this realignment was to allow for either an underpass or overpass across I-17 to connect with South Pulliam Drive just before it enters the Ponderosa Trails subdivision.
- The applicant is proposing to leave Beulah Boulevard in its current alignment adjacent to I-17 to maintain a larger contiguous parcel of land that can accommodate the proposed hospital and future expansions if necessary.





NAH Minor Regional Plan Amendment

Findings

The Planning and Zoning Commission shall find that the proposed Minor Regional Plan Amendment meets the requirements of the General Plan and Subdivision Code (City Code Title 11). In considering the request for an amendment to the Plan, the goals and policies should be considered to ensure that the requested change to the Future Growth Illustration is in conformance with the overall vision. "The Flagstaff Regional Plan establishes the vision for the future growth and development of Flagstaff and its surrounding area through goals and policies" (p.III-4). "General plans are not static documents; they recognize growth as a dynamic process, which may require revisions to the plan as circumstances or changes warrant" (p.III-1).

NAH Minor Regional Plan Amendment

Regional Plan Vision

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

Policy Analysis

- The Regional Plan goals and policies related to activity centers include support for well-designed centers with a variety of uses, development related to the appropriate context of the area type (urban, suburban, or rural) and that the center and corridor be developed in relation to the regional or neighborhood scale. The future activity center S16 meets many of the features that relate to regional scale development such as being located at the intersection of arterial roadways.

NAH Minor Regional Plan Amendment

Policy Analysis

- There have been no private development requests to modify a future activity center since the Regional Plan was adopted. The mix of land use zoning types within designated activity centers has changed little from year to year.
- Since 2014, the balance of zoning has changed in the following ways: commercial zoning has increased by 50 acres, public open space zoning by 42 acres, residential by 291 acres, and transect zones and increased by 3 acres. Industrial space has decreased by 56 acres. Much of this change has been the result of two Specific plans. The Southside and High Occupancy Housing plans both recalibrated the location of activity centers and their use-mix.
- Future changes to activity centers are still expected, with current work focusing on interpreting the specific land parcels that are/should be included in activity centers. This work may increase the total land area designated as part of an activity center.
- The relocation of this activity center has the potential to add approximately 63 acres of commercial space and 35 acres of public space if a zoning map amendment is approved in conjunction with this request.

NAH Minor Regional Plan Amendment

Policy Analysis

- Approximately 28 acres of the 172.6-acre Property are proposed to have their area type changed to Employment. These 28 acres are designated as Area in White retains existing entitlements and Existing Rural/Future Suburban. The property in this area is currently zoned for and would support large lot single family residential development. This may not be the highest and best use for a property that is located directly adjacent to a regional park, a minor arterial roadway, and a major interstate.

- Since the adoption of the Regional Plan there has been only one amendment increasing the Employment area type. There has been one amendment converting approximately 36.5 acres of Employment to the Park/Open Space area type (McMillan Mesa Natural Area). This proposed amendment would add back approximately 28 acres of Employment area type, which is one of the most protected area types identified in the Regional Plan.

- The proposed amendment is supported by several goals and policies within the Plan and the proposed location is an ideal candidate for this amendment. The goals and policies listed above support the location of the proposed uses associated with this application. These conditions support the finding of conformance with the Regional Plan.

Policy Analysis

- The Road Network Illustration (Map 25) shows Beulah Boulevard moved west of its current location to accommodate a future underpass across I-17. This underpass is important for the future transportation network because it will help reduce trips at the airport traffic interchange as well as Lake Mary Road and Beulah Boulevard and will assist with lowering vehicle miles traveled within Flagstaff.
- The applicant is not anticipating constructing this underpass as part of their development, the applicant will need to ensure that leaving Beulah in its current location will not prohibit the future construction of the underpass. The intersection of Beulah Boulevard and Purple Sage Trail will be conditioned with any subsequent entitlement case to be designed and constructed to accommodate a future underpass across I-17.

NAH Minor Regional Plan Amendment

Citizen Participation Plan

- The applicant held three neighborhood meetings for this application in addition to a proposed Specific Plan and Concept Zoning Map Amendment.
- These meetings were held on January 6, and January 18, 2022, at 5:30 pm and October 10, 2022, at 6:00 pm via Zoom. The January 6, 2022, meeting had approximately 70 attendees and the January 18, 2022, meeting had approximately 100 attendees. The October 10, 2022, meeting had approximately 154 attendees.
- Common themes of support included economic development impacts, better access to care and new clinical services and the overall health and wellness vision. Common themes of concern included transit and bus service, access to the new campus, traffic, re-use of the existing NAH campus, helicopter/ambulance noise, and building height.

NAH Minor Regional Plan Amendment

Recommendation

- Staff believes that the proposed amendments to the Regional Plan are supportable under the goals, policies, and guidelines of the *Flagstaff Regional Plan 2030* and would recommend the Planning & Zoning Commission forward a recommendation of approval of the proposed amendment to the City Council.

Tiffany Antol

From: Sean Ryan <sryan9@gmail.com>
Sent: Wednesday, November 9, 2022 3:18 PM
To: Tiffany Antol
Subject: Comments and Recommendations for Mt. Dell Related to NAH

November 9, 2022

Re: Northern Arizona Healthcare Planned Development south of Mt. Dell

Dear Ms. Antol,

My name is Sean Ryan. I grew up in Flagstaff and am a long-time resident of the Mt. Dell neighborhood. I am also the President of the Mt. Dell Ridge HOA, which represents a subset of property owners within the neighborhood. While I am officially representing this HOA, I also know that there are many concerns being voiced throughout Mt. Dell at-large. I am asking for your careful consideration of some specific concerns as you decide on the approval of designs and requirements for the NAH property.

Mt. Dell is an unincorporated County Island within city limits. Mt. Dell is one of the closest neighborhoods to the proposed development by NAH and will likely see some of the greatest impacts:

- it is downstream of the development in the Sinclair Wash watershed
- it shares greenspace, park, and multimodal access to jobs and recreation through the zone that would be developed, and
- it relies on one point of road access just north of the NAH properties.

While we appreciate that NAH has extended the net for public input beyond minimum legal requirements – and we recognize that NAH has identified and addressed some concerns – there are two points that we believe need consistent review and consideration at all steps of the process, and a third point which has not been adequately addressed for the Mt. Dell neighborhood.

1) **Integrated planning that connects cohesively with County neighborhoods.** It is very important to note that Mt. Dell (as well as other nearby neighborhoods and parks) are County, and not City. While we appreciate that the two entities try to share in the planning processes through regional planning, we have seen first-hand that the engineers and implementers sometimes cut off their designs and planning efforts at the jurisdictional boundaries. This is especially important to consider for flood mitigation, multimodal access, and greenspace and viewshed impacts. We strongly encourage the commission to make every effort possible to ensure that Mt. Dell does not suffer from adverse impacts or get left out of potential community benefits of a well-integrated multimodal and traffic access plan *simply because it is not City property*.

2) **Specific Concerns and Design Details: prevent negative impacts and promote positive and healthy connections to surrounding neighborhoods.** While the NAH team did provide a good bit of expertise in hosting a specific community meeting, many of the detailed questions about traffic, trails, flood mitigation, etc. that we are concerned about were not able to be answered since they would not be fully developed until the zoning and building permits were required. We were assured flooding and other plans would meet mandatory and legal requirements but meeting minimum requirements does not necessarily mean that the community will not suffer negative impacts. NAH continues to promote the idea of health and whole community approaches to health. If they are sincere about this, then they need to ensure healthy and positive connections to nearby neighborhoods like Mt. Dell, which can be done through infrastructure, trail, greenspace, and multimodal access, and adequate traffic alignment.

3) **Traffic Intersection Alignment and Elevated Level of Access Needed.** One big area of concern that has not yet been addressed is the traffic intersection of Mt. Dell Rd. and Beulah Blvd. According to the initial report/study done, we were told that Beulah would likely expand to 4 lanes, and there would be some lights added between Lake Mary Rd and Ft. Tuthill; however, it said that data did not require any change to the Mt. Dell intersection. As residents with lived experience, we know that some of the data was not accurate in terms of crashes and dangers at this intersection. Specifically, we are aware of 2 fatalities that have taken place at this intersection, in addition to a variety of other car accidents, which has not been recorded in the data. While there may not be a huge traffic count, this intersection suffers greatly when there are events that cause higher levels of traffic, and this development is sure to increase the traffic along the roadway. While light synchronization can help, as the larger NAH Village is developed, there will be more intermediate traffic that is likely to cause additional safety issues and traffic delays to all residents in the Mt. Dell community. **This intersection needs to be elevated as a priority and needs to be realigned to provide safe visibility. Adding a roundabout would be ideal for allowing Mt. Dell neighborhood traffic to access Beulah while minimizing slow down to the traffic along Beulah. If a roundabout is not possible, then a light could be installed with sensor recognition of neighborhood traffic.**

We understand that there are many stakeholders with concerns and appreciate your consideration, especially since Mt. Dell is one of the closest neighborhoods to the development and will likely bear the brunt of the noise, construction, and traffic impacts of the proposed development. First and foremost, we believe the traffic access and road alignment plan needs to be improved for the Mt. Dell neighborhood prior to implementation of proposed plans. We hope that implementing this request will prove to be a positive example of integrated planning between NAH, Coconino County, and the City of Flagstaff.

Sincerely,

Sean Ryan
President of the Mt. Dell Ridge, HOA
Local Educator and Teacher
Long Time Resident of Flagstaff

Tiffany Antol

From: Ruth Engler <ruth.engler@gmail.com>
Sent: Wednesday, November 9, 2022 4:15 PM
To: Paul Deasy; Becky Daggett; Adam Shimoni; Regina Salas; Austin Aslan; mryan@coconino.az.gov; Tiffany Antol; Miranda Sweet; Jim McCarthy; Whitney Cunningham
Subject: Oppose Change to Regional Plan Presented to Planning & Zoning Commission 9 NOV 2022

Some people who received this message don't often get email from ruth.engler@gmail.com. Learn why this is important

Dear Flagstaff City Mayor and Council and Supervisor Ryan;

Please see below, my opposition to the proposed change to Flagstaff's Regional Plan being presented to the Flagstaff Planning and Zoning Commission this evening. I am unable to attend in person, but have submitted the below to AWD Law and the Planning and Zoning Commission to voice my opposition.

9 November 2022

RE: Public Hearing Change to Regional Plan - Opposed

Dear City of Flagstaff Planning Commissioners;

I strongly oppose changing Flagstaff's Regional Plan for the proposed new regional hospital and associated development that is being foisted upon the residents living and/or working in proximity to Ft. Tuthill. The impact of changing the Regional Plan will bring about unsustainable long-term growth that is detrimental to residents, forests, and wildlife in the area.

Changing the Regional Plan with later approval for the placement of a regional hospital, ambulatory care facility, medical village, and mixed commercial and retail development in the Ft. Tuthill area would be a betrayal of Flagstaff's residents and our commitment to environmental stewardship and rural lifestyle. Changing the Regional Plan will cause an expansion of disruptive infrastructure, roadways, traffic and traffic accidents, air and noise pollution, as well as the destruction of wildlife habitat.

Importantly to this request, there is NO need for, nor is there the population density necessary to support this project. This project is the public's right to reject. The City of Flagstaff should NOT, through its policies, encourage additional population growth, particularly through a "build it and they will come" scheme. Changing the Regional Plan as proposed will be a continuation of over development in the City, most reprehensibly noticeable along Milton Road. If you truly believe that this is a necessary project—a proposition I strongly disagree with—then East Flagstaff has the open space with no natural Ponderosa Pine forests, with the infrastructure and traffic/roadway access that is in need of redevelopment. Place this horrific behemoth described as a "new state of the art" development--if you deem it critical--in East Flagstaff as a redevelopment project.

In closing and stating once again, I am strongly opposed to the proposed change to the City's Regional Plan. At what cost does the City sacrifice our land, forests, wildlife, and quality of life?

Respectfully,

--

Ruth L. Engler
ruth.engler@gmail.com
(602) 326-0748

Northern Arizona Healthcare

Regional Plan Amendment

Flagstaff City Council

Dec. 6, 2022

About us

Nonprofit health care system governed by a volunteer board of directors who balance financial decisions with respect for community concerns and needs

3,000+ employees serve a community of more than a million people

All revenue is reinvested to improve facilities, equipment and patient care

ERs open to all, regardless of ability to pay

Only Level 1 Trauma facility north of Phoenix

How we serve the community

25% of patients are considered **financially disadvantaged**

Serving a region of **more than 50,000 square miles** in northern Arizona

Sole community provider health system in northern Arizona

1/3 of our patients at Flagstaff Medical Center are **enrolled members of Native American tribes**

NAH provided **more than $125 million* in care for patients** who would not have been able to afford those services otherwise in FY2021

HEALTH AND WELLNESS VILLAGE

Flagstaff Medical Center – Google Earth View 2022

We've outgrown our home at FMC

Current facility more than 25% smaller than modern benchmarks

Inpatient beds span 5 different buildings, which complicates wayfinding for patients and families

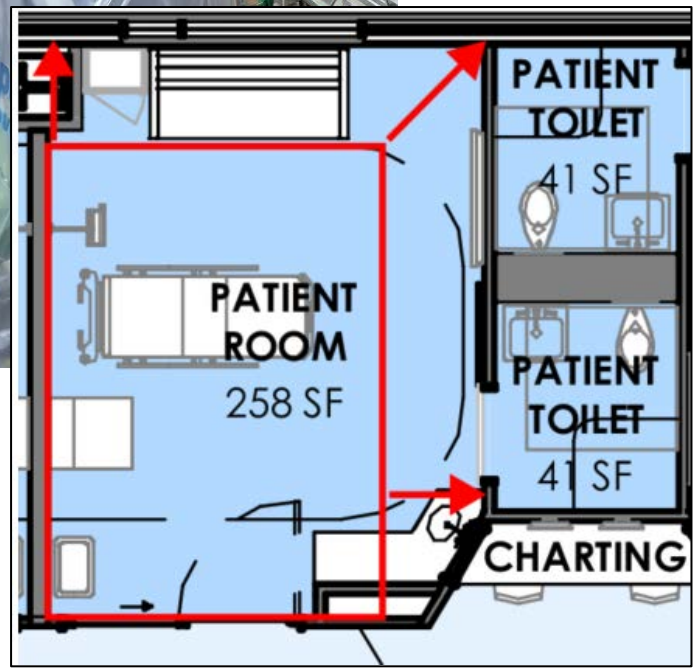
Existing campus is divided by city streets and has elevation changes that prohibit integration of all services

Not enough parking to meet demand of outpatient services

In the past year, we have had 5,600 deferrals due to unit capacity with 55% of those being from facilities on tribal lands

HEALTH AND WELLNESS VILLAGE

Example of a current FMC ICU Room



Red outline represents current FMC ICU room set within the future ICU floorplan

What we're facing today

FMC's current ICU rooms do not meet modern standards of care

Insufficient square footage for clinicians and equipment needed to provide best-in-class patient care

Clinicians may not have clear line of sight to patient rooms from charting stations

Family is not able to stay in the room with patients to provide support

Not all rooms have windows and sunlight

HEALTH AND WELLNESS VILLAGE

So we're making our largest ever investment

Social Determinants of Health

Lifestyle and behavior along with economic determinants, environmental determinants, and social gradient form the Social Determinants of Health.

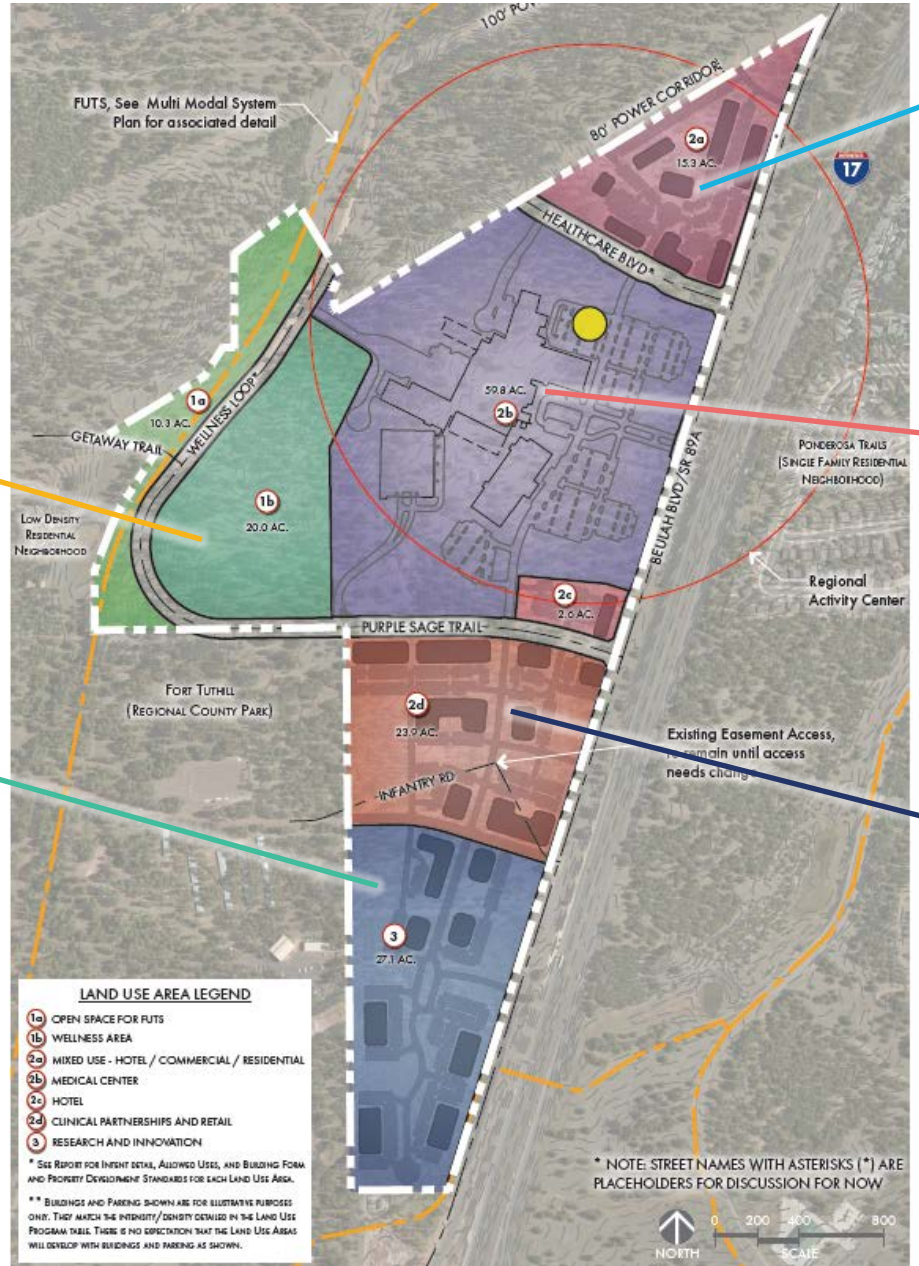
Social Determinants of Health account for 80% of health outcomes, medical factors only determine 10%.

HEALTH AND WELLNESS VILLAGE

Addressing SDOH Factors

Social and Community Context

Economic Stability



Neighborhood and Built Environment

Health Care and Quality

Education Access and Quality

Supporting Flagstaff's Regional Plan

GROWTH AREAS & LAND USE

Continue to enhance the region's unique sense of place within the urban, suburban, and rural context	**Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting**	Encourage compact development principles to achieve efficiencies and open space preservation
Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods	Plan for and encourage employee-intensive uses throughout the area as activity centers, corridors, research and development offices, business parks, and light industrial areas to encourage efficient infrastructure and multimodal commuting	**Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices**

Supporting Flagstaff's Regional Plan

TRANSPORTATION

Improve mobility and access throughout the region	Improve transportation safety and efficiency for all modes
Promote transportation infrastructure and services that enhance the quality of life of the communities within the region	**Establish a functional, safe, and aesthetic hierarchy of roads and streets**

Supporting Flagstaff's Regional Plan

NEIGHBORHOODS, HOUSING & URBAN CONSERVATION

Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region

Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors

Supporting Flagstaff's Regional Plan

ECONOMIC DEVELOPMENT

Support and encourage an excellent educational system that promotes critical thinking and job training programs at all levels

Regional economic development partners support the start-up, retention, and expansion of existing business enterprises

Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver

Promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environmental goals

Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers

Estimated economic benefits for City of Flagstaff

$387 MILLION

Annual economic benefit generated by full buildout in 2045 to the community

10,000+ JOBS

Generated by the construction and operation of the village

$6.7 MILLION

Construction-related sales taxes paid directly to the City of Flagstaff

$1.5 MILLION

Annual taxes paid directly to the City of Flagstaff over the lifetime of the project and in perpetuity

Continued Community Engagement

- ADOT & City Traffic
- Coconino County Representatives
- Flagstaff City Manager
- ECONA
- Flagstaff Chamber of Commerce
- Airport Commission
- Mountain Line/NAIPTA
- Navajo Nation
- Northern Arizona University
- Townsite Homes
- Flagstaff City Support Divisions
- Sustainability Commission
- Neighboring Landowners
- Sen. Mark Kelly
- Sen. Kyrsten Sinema
- Rep. Tom O'Halleran
- Forest Highlands HOA
- Vision Communities
- University Heights
- Northern Arizona Association of Realtors
- Downtown Business Alliance
- Sterling Real Estate
- Assistance League of Flagstaff
- Friends of Flagstaff
- Mountain Dell Ridge HOA
- Continuum of Care Flagstaff
- Verde Valley Mayors, Managers, Supervisors, Tribe and Nation Bi-Weekly Meeting
- City of Cottonwood
- Coconino Community College
- Northern Arizona Leadership Alliance
- City of Flagstaff Sustainability Planning
- Northern Arizona Building Association
- City of Flagstaff Development
- Arizona Department of Health Services
- Public Meetings per City Guidelines on 01/04, 01/18, 10/10

Recent meetings include:

- Coconino County Leadership (10/19)
- Metro Plan (11/16)
- ADOT (11/22)
- Mountain Line (11/28)
- Sean Ryan – Mt. Dell (11/30)

Development support from:

- Arizona Health Care Cost Containment System
- Arizona Medical Association
- Arizona Nurses Association
- Arizona Osteopathic Medical Association
- Arizona Public Health Association
- Dr. Richard Carmona, former U.S. Surgeon General

HEALTH AND WELLNESS VILLAGE

Mission

Improving health, healing people.

Vision

Always better care.
Every person, every time...**together.**

Values

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Meg Roederer, Communications Specialist
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-57: A Resolution naming the Milligan House at the Discover Flagstaff Convention and Visitors Bureau administration facility the "Debbi L. Grogan Memorial CVB Conference Room."

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-57 by title only
2) City Clerk reads Resolution No. 2022-57 by title only (if approved above)
3) Adopt Resolution No. 2022-57

Executive Summary:

Thursday, December 20, 2018, Debbi L. Grogan, beloved wife, mother, daughter, and sister, passed away from complications of pancreatic cancer. Debbi served as Tourism Commission Chair and was a pillar in the Flagstaff community. Her passion and commitment helped create a stronger business community, a more progressive approach to planning, and her famous festivals have brought worldwide attention – Flagstaff Blues & Brews and the Flagstaff Oktoberfest. The community of Flagstaff is a better place because of the efforts and dedication of Debbi Grogan.

The proposed naming of the Milligan House Discover Flagstaff CVB conference room would be in her honor as a tribute to her service as the former Tourism Commission Chair, support of the Flagstaff community, and advocate of the tourism industry.

According to the City of Flagstaff policy (Res. No. 2001-73), the proposed name acknowledges significant non-monetary support received from either an individual or an organization that contributed in a definitive way to the betterment of the Flagstaff community and its citizens. The individual or organization must be accepted by the general public and/or the related professional field as a local, state, or national hero/contributor, or has had historical significance. If the proposed name is that of an individual, the person must have been deceased for two years.

On July 26, 2022, Tourism Commissioner Fleischer made a formal motion to approve the conference room name change and Commissioner Jimenez seconded the motion. The motion was approved unanimously.

Below are suggested room names.
a. Debbi L. Grogan Memorial Room
b. Debbi L. Grogan Memorial Conference Room
c. Debbi L. Grogan Memorial CVB Conference Room

A memo and related documents were then presented to the City Manager regarding the naming request. There was a public comment period for community input via the Discover Flagstaff database email communication from September 13-October 18, 2022. On November 22, 2022 the Tourism Commission unanimously approved the motion to formally forward the naming request to City Council for consideration and Resolution adoption.

Financial Impact:

A wall plaque will be purchased for approximately $400 or less and installed at the CVB conference room with budgeted funds from the CVB office supplies account 053-07-214-0850-4-4342.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

no direct connection

Carbon Neutrality Plan

no direct connection

Regional Plan

no direct connection

Has There Been Previous Council Decision on This:

No

Attachments: Res. 2022-57

RESOLUTION NO. 2022-57

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, OF THE CITY OF FLAGSTAFF NAMING THE MILLIGAN HOUSE AT THE DISCOVER FLAGSTAFF CONVENTION AND VISITORS BUREAU ADMINISTRATIVE FACILITY THE "DEBBI L. GROGAN MEMORIAL CVB CONFERENCE ROOM"

RECITALS:

WHEREAS, the Flagstaff City Council established a policy for the naming of City facilities in Resolution No. 2001-73; and

WHEREAS, the City Council wishes to honor the memory of former Tourism Commission Chair Debbi L. Grogan who passed on December 20, 2018; and

WHEREAS, the City Council has received significant support for a memorial to honor Debbi L. Grogan which justifies naming a portion of the CVB Administrative Facility after her.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the conference room at the CVB Administrative Facility be named the “Debbi L. Grogan Memorial CVB Conference Room" in honor of Debbi Grogan’s commitment to serving as the Tourism Commission Chair, support of the Flagstaff community and advocate of the tourism industry.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of December, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Amy Hagin, Assistant Parks and Recreation Director
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Adoption: Thorpe Park Annex Concept

STAFF RECOMMENDED ACTION:

Adopt the concept for Thorpe Park Annex as currently designed.

Executive Summary:

Based on direction provided by Council on October 25, the team worked with Wheat Design to update the concept, which was discussed with Council on November 15, 2022. The final concept for adoption incorporates the direction received from Council during those two discussions.

This concept design is high-level design work to provide the framework for how this plan will be expressed visually giving purpose to the features of the design. The features expressed in the concept design include the Indigenous Community Cultural Center (ICCC) with surroundings that complement and restore the area including native re-vegetation, a traditional ceremonial space, an orchard, community gardening space, a relocated bark park, pickleball courts in an area of the regional park with other active recreation (outside of the Thorpe Park Annex space), a combined skate park/pump track, and ethno-botanical pollinator gardens. Lastly, city employee housing is conceptual on the design pending discussions with both Arizona State Parks and the National Park Service regarding previous Land and Water Conservation Fund regarding feasibility.

Financial Impact:

The concept will eventually need to be funded for formal design and construction. Staff anticipates the need to fund and deliver the project in phases. After Council adoption of the concept, staff will work with the Parks and Recreation Commission to prioritize all project needs for funding, including this project, and will be discussed during each budget cycle. Staff will also seek grant opportunities and partnerships.

Policy Impact:

Potential policy changes may be needed in the future, pending any ordinance or zoning changes, or grant funded project area requirements by Arizona State Parks and the National Park Service regarding previous Land and Water Conservation Fund grant project requirements.

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

Priority Based Budget Key Community Priorities and Objectives

Provide amenities and activities that support a healthy lifestyle

Carbon Neutrality Plan

ES-2: Proactively engage community members on an ongoing basis.

Regional Plan

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

Previous Council Decision on This:

This has been an iterative process, including discussions with City Council on February 4, 2020; October 25, 2022, and November 15, 2022. Direction from Council at each of these meetings has guided the process to the final concept being discussed at this meeting for adoption.

Options and Alternatives:

Adopt the final concept as presented or request additional changes.

Background/History:

After a year-long community engagement process, several iterations of draft concepts have gone through community and Council review and input. The final version presented here incorporates Council requested changes from October 25 and November 15, 2022.

Key Considerations:

Adoption of this concept will provide staff with direction on how to redevelop the old Public Works Yard and reincorporate the area into the City's largest regional park, Thorpe Park.

Community Involvement:

The public engagement facilitation endeavored for an inclusive and accessible process through focus groups, surveys, virtual meetings, and in-person design meetings on the site. Public engagement such as written elements and having an opportunity to build the park with tangible pieces, as well as verbal sessions were held to ensure desired participation was captured. Groups such as the City's Indigenous Commission, the Parks and Recreation Commission, and the Indigenous Circle of Flagstaff, along with all current Parks and Recreation user groups were briefed and invited to participate, and the core team consisted of the City's Coordinator of Indigenous Initiatives, the City's Historic Preservation Officer, Parks and Recreation staff, Southwest Decision Resources as the main consultant, and Wheat Design as the landscape architect. Each step of the process built on the previous one creating a foundation where many community members were engaged throughout the year-long process.

Attachments: Concept Design
Presentation

THORPE PARK ANNEX

FINAL CONCEPT

POTENTIAL FUTS ALIGNMENT

RELOCATION OF THORPE BARK PARK

45 PARKING STALLS

OUTDOOR FLEX SPACE

MARKET WALKWAY

INDIGENOUS COMMUNITY CULTURAL CENTER

TRADITIONAL CEREMONIAL SPACE

ETHNO-BOTANICAL & POLLINATOR GARDENS

INDOOR BASKETBALL HALF COURTS

OFFICE OF SUSTAINABILITY

COMMUNITY GARDEN

GH

8 PARKING STALLS

CITY EMPLOYEE HOUSING

SKATE PARK & PUMP TRACK

0 40 80 120 feet

1" = 40'

NORTH

LEGEND:

- Native Pollinator Gardens
- Native Revegetation Gardens
- Orchard
- 15' Path
- 10' Path
- 5' Path
- Gathering Space
- Bench/Table
- Interpretive Signage

Six Pickleball courts will be located at the current Thorpe Bark Park

Thorpe Park Annex Final Concept Adoption

The Regional Park is 219-acres with 130-acres of active recreation (tennis, softball, disc golf, playground, basketball, little league fields, multipurpose field, FUTS and a recreation center. The Annex parcel is included in this active acreage calculation

Leaving 89-acres of passive recreation including a pond, outdoor classroom, forested areas.

The community outreach and engagement process generated a concept. The process was robust, inclusive, with measurable data.

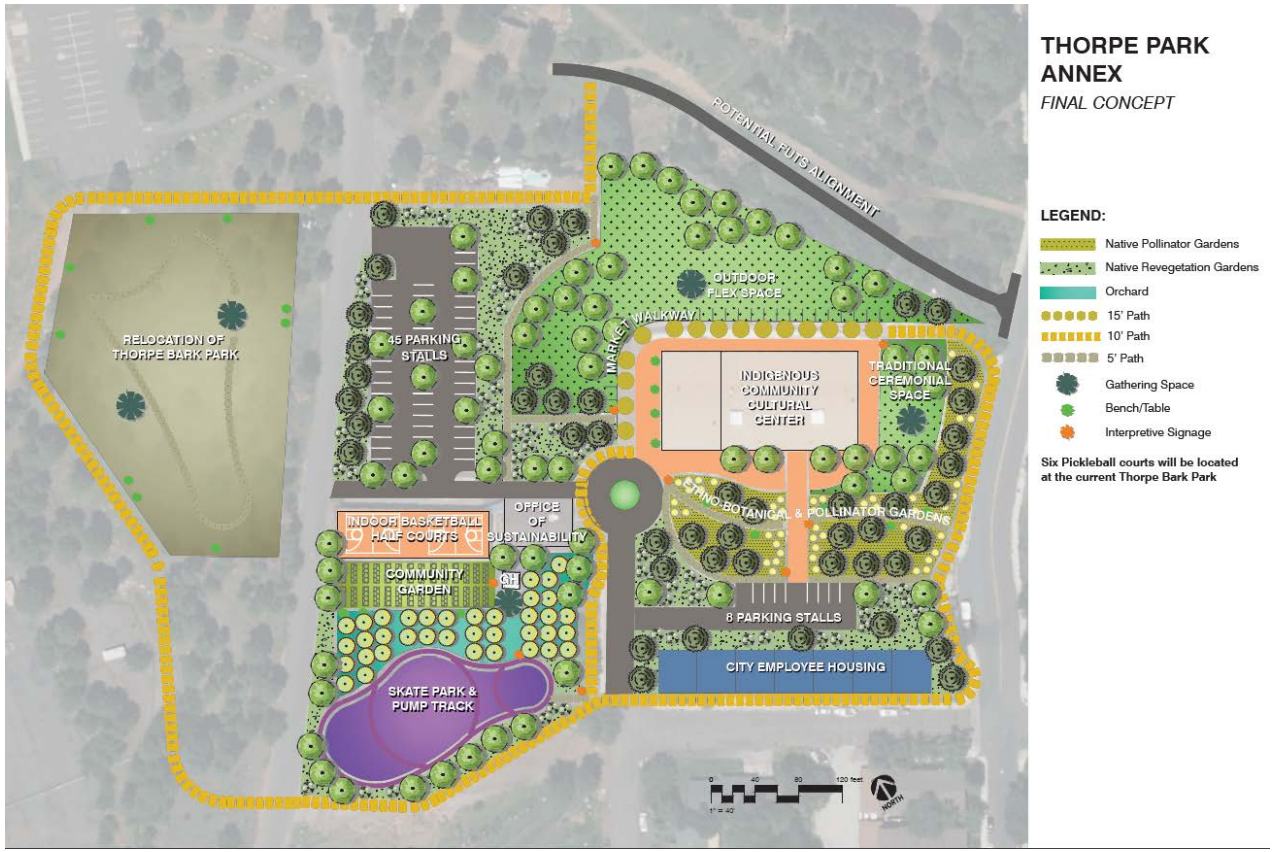
As a recap, Council gave direction to make the following adjustments from the October 25th and November 15th discussions:

- Create a larger area for restoration, open spaces, indigenous gardens, native plantings, a larger orchard around the ICCC, and enhanced ceremonial space

- Relocate pickleball courts to not be within the boundaries of Thorpe Park Annex but rather at the current Bark Park location along Thorpe Road. Include note on this concept design to reference

- Adjust parking based on centerpiece around the ICCC

- Keep City employee housing with due diligence with State Parks and LWCF to continue



Relocated six (6) pickleball courts to the current Bark Park that is along N. Thorpe Road

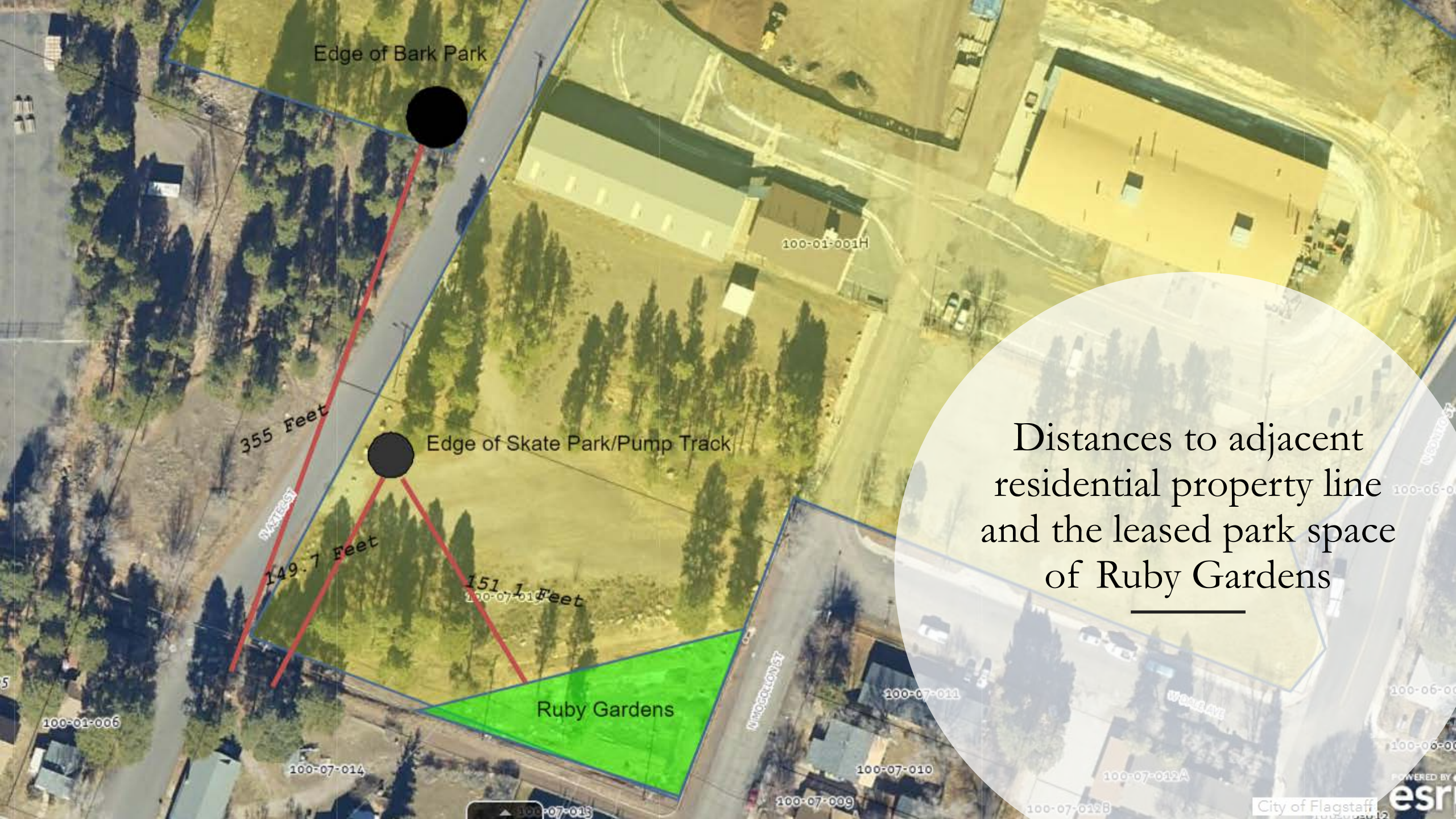
Included some additional parking whether for Parks staff or recreational play

Since the November 15th discussion, concerns have been brought forward regarding:

Increased traffic of park users entering this space

The skate park/pump track with the proximity to the residences and Ruby Gardens

The City Employee Housing on park land



Distances to adjacent residential property line and the leased park space of Ruby Gardens

What is a skate park/pump track?

City Employee Housing – key considerations

- Public Facility Zoning allows City Employee Housing
- Ordinance 425 passed by a previous Council limited use of the site to parks, recreation, and museum purposes
  - Ordinances can be changed by a future Council
- Land and Water Conservation Funds used to improve Thorpe Park included TPA as part of the project area
  - Requires this area to be preserved for outdoor recreation only in perpetuity
  - Potential for a conversion process through Arizona State Parks and the National Park Service
    - Entails a swap of land in equal area of the housing to be developed elsewhere for outdoor recreation in perpetuity
    - Likely a lengthy process (approx. 1+ year) as it involves both state and federal agencies – more research needed

What does adoption of a concept do?

Creates the path forward to with the visual ideation to plan, budget, design, work through a design review process, and develop

Thank you

CITY OF FLAGSTAFF
PROSE
PARKS, RECREATION,
OPEN SPACE & EVENTS

11. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Gary Miller, Water Services Engineering Section Director

Co-Submitter: Anja Wendel

Date: 11/28/2022

Meeting Date: 12/06/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-33: an Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code Title 7, Health and Sanitation, Chapter 7-08, Extension and Reimbursement Agreements for the Construction of Water and Sewer Line, and Title 13, Engineering Design Standards and Specification for New Infrastructure, Chapter 13-09 Water, Sewer, and Other Underground Utilities, by amending the Reimbursement Agreement provisions to allow a longer maximum payback period; repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the December 6, 2022 Council Meeting:

1) Read Ordinance No. 2022-33 by title only for the first time
2) City Clerk reads Ordinance No. 2022-33 by title only (if approved above)

At the December 20, 2022 Council Meeting:

3) Read Ordinance No. 2022-33 by title only for the final time
4) City Clerk reads Ordinance No. 2022-33 by title only (if approved above)
5) Adopt Ordinance No. 2022-33

Executive Summary:

This ordinance, to revise city code, is proposed with the intent to improve the existing policies on reimbursement agreements, sometimes referred to as recapture agreements. Reimbursement agreements are a tool primarily utilized by developers to share the financial cost of extending water and sewer mains to areas of town that are not currently served by this infrastructure.

In 1994 the City adopted a recapture ordinance to provide a process whereby developer can recover a portion of the infrastructure costs from property owners or future developments that will benefit from the new infrastructure. Any property owner applying for a connection to a water or sewer main, who did not share in the original cost of installation, will be assessed a proportionate share of the cost, that will then be refunded to the developer who paid the initial capital cost. If adjacent landowners choose not to develop or connect to the utility line, they are not assessed a charge.

In 2007 a revision to this code was adopted simplifying the process by which reimbursement agreements processed and administered. Since this last revision very few, if any, reimbursement agreements have been done. The proposed revision would extend the maximum payback period from ten (10) years to twenty (20) years. This change may encourage investment in water and sewer infrastructure and

development. Most cities in Arizona have recapture ordinances, some allow for a ten-year reimbursement period, and some allow for a twenty-year reimbursement period.

Financial Impact:

When a reimbursement agreement is established the beneficiary is responsible to pay an established fee, which is a percentage of the total reimbursement, not to exceed $10,000. This fee is intended to cover the City's cost to administer the agreement. By extending the payback period the City's obligation to administer will also be extended. No direct budget impact is expected from this change.

Policy Impact:

The intended and expected policy impact would be in the support of development in areas of the City that are not currently served by water and sewer. Reimbursement agreements would be a better and more beneficial tool for developers when considering development in these areas.

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 and all associated costs

Livable Community

- Support the development of attainable and accessible housing

Carbon Neutrality Plan

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

Regional Plan

WR.2.2. Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.

Has There Been Previous Council Decision on This:

In March of 2020 the City of Flagstaff entered into an agreement with Coconino County entitled "AMENDED AND RESTATED PERMANENT EASEMENT FOR WELLS, DRAINAGE, SEWER, AND WATER PIPELINES (Fort Tuthill)". Within this agreement the City agreed that "The City Council at a public meeting will consider amending the code to allow a recapture period of up to 20 years." The County has since completed the sewer main extension contemplated in this agreement and is currently working with staff to establish their reimbursement agreement. At this time Coconino County is intending to take advantage of the extended payback period proposed in this ordinance.

Attachments: Ord. 2022-33
Presentation

ORDINANCE NO. 2022-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7, HEALTH AND SANITATION, CHAPTER 7-08, EXTENSION AND REIMBURSEMENT AGREEMENTS FOR THE CONSTRUCTION OF WATER AND SEWER LINES, AND TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, CHAPTER 13-09 WATER, SEWER, AND OTHER UNDERGROUND UTILITIES, BY AMENDING THE REIMBURSEMENT AGREEMENT PROVISIONS TO ALLOW A LONGER MAXIMUM PAYBACK PERIOD; REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has determined allowing maximum payback periods for sewer and water line reimbursement agreements in excess of ten (10) years may be appropriate depending upon status of development in an area or the costs of a project.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Code, Title 7, Health and Sanitation, Chapter 7-08, Extension and Reimbursement Agreements for the Construction of Water and Sewer Lines, Section 7-08-001-0005 is amended to read as follows (deletions are shown as stricken, and new text is shown as underlined capitalized text):

7-08-001-0005 REIMBURSEMENT AGREEMENTS

A. Within sixty (60) days after completion and final acceptance by the City of the extension of any water or sewer line to serve a subdivision, platted or unplatted property, the developer or owner desiring a reimbursement agreement with the City shall provide the following information to the City ~~Utilities~~ WATER SERVICES Division:

1. A copy of the "Letter of Acceptance" issued by the City ~~Community Development~~ ENGINEERING Division stating that the completed water or sewer line extension improvements conform to the approved plans and specifications;

2. A full-size mylar copy of the approved construction plans and a redlined print of the approved construction drawings indicating actual facilities installed;

3. Receipts identifying actual design and construction costs, and documentation showing that the developer or owner made payment; and

4. A map or diagram showing all properties which will be benefited by the installed water or sewer line.

B. Reimbursement agreements shall identify the developer or owner to whom reimbursement payments shall be made, and shall include a map and/or diagram indicating the properties benefited by the water or sewer line extension along with the specific line payback charges corresponding to each benefited property for collection purposes.

C. Reimbursement agreements shall state the maximum reimbursement amount potentially available to the developer or owner based on the cost of extending water or sewer lines from which others may be served. Construction and design costs shall be submitted to the City ~~Utilities~~ WATER SERVICES Division in writing by the developer or owner. The construction and design costs shall be reviewed and approved by the City ~~Utilities~~ WATER SERVICES Division and shall be used to determine the maximum reimbursement amount to be set forth in the reimbursement agreement. The developer or owner shall receive reimbursement from line payback charges collected by the City within the payback period only from those developers or owners who subsequently tie into, and receive a benefit from, the water or sewer line installed by the developer or owner.

D. Reimbursement agreements shall provide for a maximum payback period of ten (10) years after the effective date of the reimbursement agreement; PROVIDED, HOWEVER, THE CITY COUNCIL MAY EXTEND THE PAYBACK PERIOD FOR UP TO TWO (2) CONSECUTIVE FIVE-YEAR EXTENSIONS AND NOT TO EXCEED A TOTAL OF TWENTY (20) YEARS AFTER THE EFFECTIVE DATE OF THE REIMBURSEMENT AGREEMENT, UPON A CITY FINDING THAT: (1) DEVELOPMENT WITHIN THE ASSESSMENT BOUNDARY IS ONGOING OR IMMINENT; AND (2) THE PROPERTIES WITHIN THE ASSESSMENT BOUNDARY WILL BE BENEFITED OR SERVED BY THE IMPROVEMENTS FOR WHICH THEY WILL BE ASSESSED. Upon the expiration of the maximum payback period, all reimbursement rights held by the developer or owner under the reimbursement agreement shall terminate.

E. Upon the City's receipt of the administrative charge defined below in subsection (H) and the execution of the reimbursement agreement, the City shall record with the Coconino County Recorder's Office, as to each benefited property, a notice of line payback charge, setting forth the terms of the reimbursement agreement. When the line payback charge has been collected for any given benefited property, the City shall record with the Coconino County Recorder's Office a release of the original notice of line payback charge for that property.

F. The City shall establish a separate account for the collection of line payback charges and disbursement of reimbursement payments. All sums collected shall be paid in accordance with the reimbursement agreement, within ninety (90) days of receipt by the City. There shall be no interest charged or paid on such sums.

G. A developer or owner who constructs a water or sewer line under a reimbursement agreement shall have no right, title or claim to reimbursement after the expiration of the maximum payback period under the reimbursement agreement.

H. The City's costs of administration shall be paid to the City by the developer or owner prior to the execution of the reimbursement agreement. Such costs of administration shall be five (5) percent of the total construction costs incurred by the developer or owner for the portion of the water or sewer line which will serve the properties of subsequent developers or owners. Such

costs of administration shall not exceed ten thousand ($10,000) dollars and shall not be reimbursable.

The Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure, Chapter 13-09 Water, Sewer, and Other Underground Utilities, Division 13-09-005 is amended to read as follows (deletions are shown as stricken, and new text is shown as underlined capitalized text):

Division 13-09-005
~~Recapture~~ REIMBURSEMENT Agreement

Sections:
13-09-005-0001 ~~Recapture~~ REIMBURSEMENT Agreement

13-09-005-0001 ~~Recapture~~ REIMBURSEMENT Agreement

~~A.~~ If a ~~property owner or~~ developer OR OWNER extends a water or sewer main across undeveloped property to reach ~~his~~ ITS development or property, and wishes to be reimbursed for the cost of installing said extension by future customers THAT WILL BE BENEFITED OR SERVED BY THE NEW LINE EXTENSION ~~along the length of the lines~~, ~~he~~ THE DEVELOPER OR OWNER may request a ~~recapture~~ REIMBURSEMENT agreement ~~be drawn up by the City,~~ PURSUANT TO THE FLAGSTAFF CITY CODE SECTION 7-08-001-0005 REIMBURSEMENT AGREEMENTS. ~~Developers may request a recapture agreement when a line is constructed across the frontage of parcels not currently receiving service from the City. When the owner of the designated parcel requests service, a prorated cost of the line is collected by the City and returned to the developer. Recapture agreements are set up through the Utilities Division. For questions or details on the procedure to initiate an agreement, contact the Utilities Division.~~

~~B. The maximum period of time of the recapture agreement shall be ten (10) years.~~

SECTION 2: Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. 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 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 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 December, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

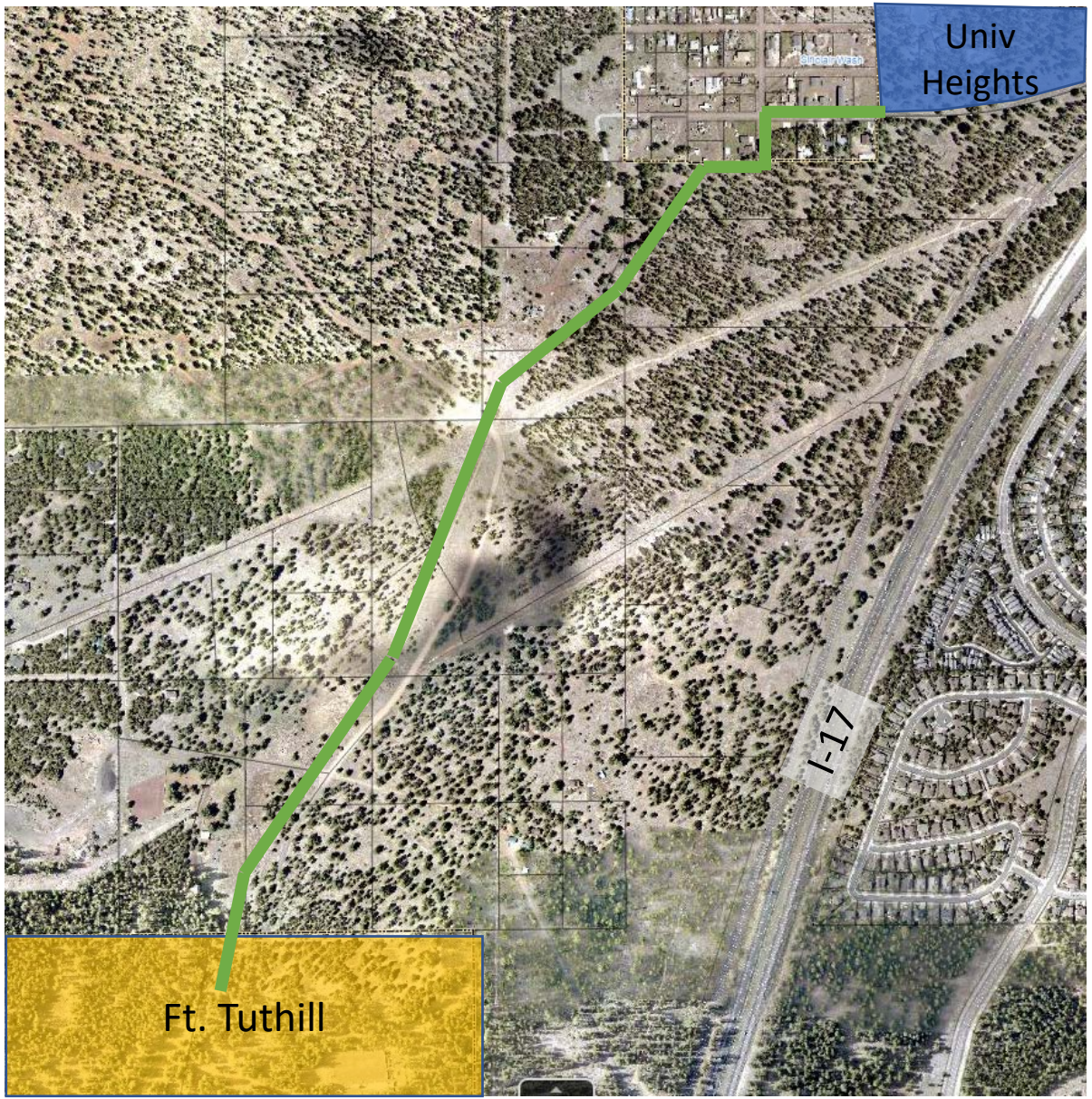
Reimbursement Agreements

Ordinance 2022-33
December 6, 2022

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

What is a Reimbursement Agreement?

- **Financial Tool for Development**
- **Recoup expensive required infrastructure costs**
- **Example**



Reimbursement Agreement Changes

Why Revise the Payback Period?

- Consistency with other cities
- Rate of development
- Past commitment to Coconino County

Proposed Revision:

Reimbursement agreements shall provide for a maximum payback period of ten (10) years after the effective date of the reimbursement agreement; PROVIDED, HOWEVER, THE CITY COUNCIL MAY EXTEND THE PAYBACK PERIOD FOR UP TO TWO (2) CONSECUTIVE FIVEYEAR EXTENSIONS AND NOT TO EXCEED A TOTAL OF TWENTY (20) YEARS AFTER THE EFFECTIVE DATE OF THE REIMBURSEMENT AGREEMENT, UPON A CITY FINDING THAT: (1) DEVELOPMENT WITHIN THE ASSESSMENT BOUNDARY IS ONGOING OR IMMINENT; AND (2) THE PROPERTIES WITHIN THE ASSESSMENT BOUNDARY WILL BE BENEFITED OR SERVED BY THE IMPROVEMENTS FOR WHICH THEY WILL BE ASSESSED. Upon the expiration of the maximum payback period, all reimbursement rights held by the developer or owner under the reimbursement agreement shall terminate.

Water Services Division

December 6, 2022

Gary Miller

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Thank You

Questions ?

11. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jenny Niemann, Climate Program Manager
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-59: A Resolution of the Flagstaff City Council, adopting the 2022 revisions to the Flagstaff Carbon Neutrality Plan

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-59 by title only
2) City Clerk reads Resolution No. 2022-59 by title only (if approved above)
3) Adopt Resolution No. 2022-59

Executive Summary:

In response to community appeals, in June 2020, the Flagstaff City Council unanimously adopted Resolution 2020-09 endorsing a Declaration of a Climate Emergency for the City of Flagstaff, committing the City to carbon neutrality by 2030. In response to the Climate Emergency Declaration, staff developed the Flagstaff Carbon Neutrality Plan (CNP).

The Flagstaff City Council adopted the Flagstaff Carbon Neutrality Plan on June 15, 2021 (Resolution No. 2021-34). The CNP establishes a vision for how the Flagstaff community will create a carbon-neutral future. Achieving this goal will require reducing greenhouse gas emissions through drastic shifts in how we heat and power our buildings, travel from place to place, and manage our waste. These shifts must occur at multiple levels within the community, as well as across the state, the country, and the world.

The CNP will be revised on an annual basis, in accordance with the CNP implementation plan. The 2022 revisions focus on three areas:

- Incorporation of new critical information
- Annual update to the greenhouse gas inventory
- Consolidation of the 2018 Climate Action and Adaptation Plan (CAAP) and the 2021 Carbon Neutrality Plan (CNP)

The staff presentation will provide a high-level review of the revisions.

INFORMATION:
The CNP now includes four priorities for action and 15 target areas

- Neighborhoods
  - Community Resilience
  - Equitable Systems

    - Decreased Dependence on Cars
    - Housing for All – from the 10-year Housing Plan
    - Inclusive Recreation – from the CAAP.
- Energy
    - Electric Mobility
    - Clean Electricity
    - Building Fuel Switching
- Consumption
    - Reduced Building Energy Use
    - Sustainable Consumption
    - Water Security – from the CAAP.
- Commitments
    - Healthy Forests and Open Spaces – from the CAAP.
    - Economic Prosperity – from the CAAP.
    - Health and Safety – from the CAAP.
    - Carbon Dioxide Removal

The attached documents include detailed information on the revisions to the Carbon Neutrality Plan, including:

- A final Plan for consideration of adoption.
- A copy of the Plan with revisions tracked.
- A spreadsheet summarizing all tracked changes.

Financial Impact:

Staff does not anticipate a financial impact from this revision to the Carbon Neutrality Plan, as the largest revisions involve the consolidation of two Council-adopted policy documents. The revised Plan will include new information on the total community investment required to achieve the City's climate goals, which was presented to the City Council on May 10, 2022.

Policy Impact:

The plan revisions do not present significant policy changes, from the two previously adopted policy documents - the 2021 Carbon Neutrality Plan and the 2018 Climate Action and Adaptation Plan.

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

Connection to Council Goal and/or Regional Plan:

Regional Plan:

- Goal E&C.2 - Achieve carbon neutrality for the Flagstaff community by 2030.
- Goal E&C.3 - Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.
    - Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.
    - Policy E&C.3.5. Improve the ability of vulnerable community members to adapt and thrive amidst the pressures of climate change.

Has There Been Previous Council Decision on This:

Yes. The Carbon Neutrality Plan was adopted in June 2021, following the declaration of the Climate Emergency in June 2020.
The 10 Year Housing Plan was adopted in February 2022, following the declaration of a Housing Emergency in December 2020.
The Active Transportation Master Plan was adopted in November 2022.

Options and Alternatives:

Option A. Adopt Resolution 2022-## as submitted and adopt the revised Plan to guide City staff.
Option B. Recommend changes to Resolution 2022-## or the Plan.
Option C. Not adopt Resolution 2022-## and not update the Carbon Neutrality Plan.

Background/History:

In 2017 the City Council established a goal to take meaningful climate action. As part of this goal, staff were directed to develop a climate action plan. This work has evolved to include the 2018 Climate Action and Adaptation Plan, the 2021 Carbon Neutrality Plan, and this plan revision.

Key Considerations:

Global greenhouse gas (GHG) emissions are changing the climate in ways that threaten Flagstaff's unique amenities and way of life. Projected changes in temperature, snowpack, water availability, and wildfire risk exacerbate existing challenges and introduce new challenges to Flagstaff's natural resources, economy, infrastructure systems, and quality of life. While we can work to reduce Flagstaff's contributions to those climate changes, preparing for the inevitable impacts of these changes in Flagstaff is necessary.

By taking action now to reduce the community's emissions and prepare for climate risks, the City of Flagstaff can better protect the well-being of its residents for decades to come. There are many community benefits to climate action, while the cost of inaction is incredibly high.

Expanded Financial Considerations:

While there are proposed initiatives in the Plan that have financial implications, these initiatives will still be subject to review and approval through the regular budget process in the future. Initiatives will be evaluated against greenhouse gas emission reductions, benefits to the community, return on investment, and financial impact.

Community Benefits and Considerations:

Many of the strategies and actions in the Flagstaff Climate Action and Adaptation Plan and the Carbon Neutrality Plan will enhance the quality of life for Flagstaff residents. For example, the introduction of energy-saving equipment and behaviors not only addresses climate goals but can also lower energy costs. This plan prioritizes these "win-win" solutions that benefit both the climate and other facets of the Flagstaff community. Some co-benefits include the following: Support for low-income and disadvantaged communities. When implemented carefully and correctly, actions such as local green job training and subsidy programs for

energy efficiency upgrades can be especially helpful for low-income and disadvantaged communities. Public health. Some actions that reduce greenhouse gas emissions also promote healthier lifestyles, such as supporting more people walking and biking and eating less carbon-intensive foods.

Quality of life and well-being. Many climate actions can also improve the quality of life for Flagstaff residents, such as benefits from green jobs to the local economy and the creation of more comfortable and inviting homes through energy efficiency improvements. Local habitat, recreation, and aesthetics. In addition to enhancing ecosystem resilience, minimizing heat impacts, and storing carbon, actions that improve natural habitat can also enhance natural beauty and provide recreation opportunities for visitors and residents. Economic stability. Looking ahead can help the Flagstaff community prepare for potential shifts in both climate and visitation. Climate action can help existing businesses be more resilient amidst change, while emerging businesses capitalizing on the need for climate solutions can create high-quality jobs.

Community Involvement:

CONSULT:
Staff utilized used several different strategies to engage thousands of community members in the original development of both the Carbon Neutrality Plan and the Climate Action and Adaptation Plan.

Attachments:
Res. 2022-59
Revised CNP - tracked changes
Revised CNP - no tracking
Revised CNP - Revision Index
Presentation

RESOLUTION NO. 2022-59

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE 2022 REVISIONS TO THE FLAGSTAFF CARBON NEUTRALITY PLAN

RECITALS:

WHEREAS, the Flagstaff City Council recognizes the threat climate change poses to Flagstaff's infrastructure, economy, public health, natural environment, community well-being and the City's ability to deliver services; and

WHEREAS, in November 2018, Flagstaff adopted a Climate Action & Adaptation Plan, which calls for a community-wide reduction in greenhouse gas emissions of 80% by 2050; and

WHEREAS, in response to community appeals, in June 2020, Flagstaff adopted Resolution 2020-09 endorsing a Declaration of a Climate Emergency for the City of Flagstaff, and requesting regional collaboration on an equitable transition and urgent mobilization effort to restore a safe climate; and

WHEREAS, in June 2021, the Flagstaff City Council adopted Resolution 2021-34, adopting the Flagstaff Carbon Neutrality Plan and setting three overarching goals:

1) Achieve carbon neutrality by 2030
2) Prepare Flagstaff's communities, systems, and resources to be more resilient to climate change impacts.
3) Address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed; and

WHEREAS, the 2022 revisions to the Flagstaff Carbon Neutrality Plan will consolidate the city's two climate documents and fully replace the 2018 Climate Action & Adaptation Plan with the Flagstaff Carbon Neutrality Plan.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: The City of Flagstaff hereby adopts the 2022 revisions to the Flagstaff Carbon Neutrality Plan, attached hereto as Exhibit A.

SECTION 2: That the Mayor and City Council hereby commit to implementation of the strategies and actions detailed in the Flagstaff Carbon Neutrality Plan to achieve its stated goals.

SECTION 3: The City of Flagstaff recognizes that climate change affects people differently. Vulnerable communities, including low-income families, communities of color, and the elderly, will face the greatest challenges from climate change. Equity and climate justice will be foundational elements of the Plan, to avoid harm to underserved groups and to ensure the

benefits of climate action are distributed fairly.

SECTION 4: That the Flagstaff Carbon Neutrality Plan outlines how the Flagstaff community will respond to the climate emergency. The path to carbon neutrality will require leadership, bold action, perseverance, and creativity. Each step closer to carbon neutrality offers hope for a healthy, prosperous, and equitable future for the Flagstaff community—and the world

SECTION 4. 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 December, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Flagstaff Carbon Neutrality Plan – December 2022

NOTE:
This document tracks all changes made to the Carbon Neutrality Plan (CNP), as part of the 2022 CNP Revision process. It is otherwise identical to the revised CNP provided without tracked changes.

Comments throughout the document note when content was imported from the 2018 Climate Action and Adaptation Plan or the 10-year Housing Plan. Revisions made otherwise are new revisions to the CNP.

The Flagstaff Carbon Neutrality Plan

An evolving framework for action

Revised December 2022

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Cover image: Flagstaff students protes3*

-+t for climate action in the fall of 2018. Photo credit: Jake Bacon.

The Carbon Neutrality Plan is revised annually. This is the second version, adopted on December 6, 2022.

Letter from the Flagstaff City Council

June 15, 2021

To the Flagstaff community,

Thank you. Flagstaff's climate action is rooted in the efforts and energy of the community members that hold us to the climate leadership goals we set for ourselves. Community members initiated the Climate Emergency Declaration, which is the foundation for this document. The community helped to develop the Flagstaff Carbon Neutrality Plan and will be integral in achieving Flagstaff's climate goals.

This document represents Flagstaff's hopeful, ambitious, and necessary approach to climate action. It is Flagstaff's contribution to the international effort to restore a safe climate, protect the earth's diversity of culture and life, and prioritize vulnerable communities. This Plan outlines ~~nine~~ fifteen target areas and accompanying strategies to proactively reduce emissions, build a stronger community, and prepare for coming change.

We take on this work with the knowledge that climate change will challenge Flagstaff and will negatively affect Flagstaff's vulnerable community members, including low-income families, communities of color, and the elderly. Equity and climate justice will be foundational elements of our work, to avoid harm to underserved groups and to ensure the benefits of climate action are fairly distributed.

The path to carbon neutrality will require leadership, bold action, perseverance and creativity. Each step closer to carbon neutrality offers hope for a healthy, prosperous, and equitable future for the Flagstaff community—and the world.

We invite all community members to remain involved as we work to achieve the goals of this Plan. Community voices will be needed to assist in our efforts – to create creative partnerships, to bring more residents into the conversation, to ensure we act equitably, and to help us remain accountable to our goals. Residents can receive assistance in home energy retrofits, join a neighborhood clean-up, review our greenhouse gas emissions reports, or learn how to talk to their neighbors about climate change. Find out more ways to get involved at www.flagstaff.az.gov/CNP.

In partnership,

The Flagstaff City Council

KEY TERMS

Climate terms used throughout this Plan are defined below to clarify their meaning in the context of Flagstaff's work.

The fundamentals of climate action:

- **Climate change:** A shift in long-term, average weather patterns fueled by increased greenhouse gas emissions into the atmosphere. Globally, climate change is leading to increased temperatures and instability in the atmosphere, causing extreme weather events like drought, rising sea levels, and catastrophic wildfires.
- **Greenhouse gas emissions**: Greenhouse gas (GHG) emissions include carbon dioxide, methane, nitrous oxide, and fluorinated gases that are released into the atmosphere naturally or through human activities. The increased concentration of GHG emissions in the atmosphere causes climate change. GHG emissions are often standardized and reported in metric tons of carbon dioxide equivalent (MT CO2E).
- **Carbon neutrality**: A state where an entity has achieved a net zero GHG emissions footprint. This is achieved by balancing every ton of human-caused GHG emissions produced with an equivalent amount of GHG emissions removed from the atmosphere, on an annual basis.

There are three central objectives ~~types~~ of climate action:

- **Adaptation**: Actions that increase the ability to withstand, respond to, or cope with climate change impacts.
- **Mitigation**: Actions that decrease GHG emissions, which cause climate change.
- **Equity**: The just distribution of the benefits of climate protection and alleviation of unequal burdens created by climate change.

These terms represent ~~emerging types~~ growing areas of climate action:

- **Carbon dioxide removal (CDR)**: Refers to techniques and processes that remove carbon dioxide from the atmosphere.
- **Clean electricity**: Electricity generated from sources that do not produce GHG emissions.

- **Fuel switching**: Converting appliances, machines, and systems that rely on fossil fuels like natural gas, oil, or coal to another power source. This includes electrification, which is switching fuels to electricity.
- **Electric mobility**: The use of modes of transportation that are fueled by electricity instead of fossil fuels, including electric buses, electric bikes, small electric devices like scooters and hoverboards (electric micro-mobility), and electric vehicles (EVs).
- **Resilience**: The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

I. TAKING ACTION

Climate change, accelerated by human-caused greenhouse gas emissions, is disrupting global weather patterns and threatening communities across the world. While climate shifts have occurred in the past, current climate change is happening at a faster rate than any recorded in history. If the increasing amount of greenhouse gases in the atmosphere is not reduced, life as we understand it will be altered irreversibly. On June 23, 2020, the Flagstaff City Council declared a climate emergency, calling on each of us to do all we can to protect the earth's diversity of culture and life. See page 155 for a copy of the Climate Emergency Declaration.

The Flagstaff Carbon Neutrality Plan (**the Plan**) establishes a vision for how Flagstaff will create a carbon-neutral future. Achieving this goal will require reducing our greenhouse gas emissions through drastic shifts in how we heat and power our buildings, travel from place to place, and manage our waste. These shifts must occur at multiple levels within our community, as well as across the state, our country, and the world. This Plan includes ~~nine~~ fifteen target areas for reducing our community's emissions, each with specific strategies to guide Flagstaff's work. This Plan ~~updates~~ replaces the 2018 Flagstaff Climate Action and Adaptation Plan (CAAP) and ~~draws~~ builds upon its goals of adaptation and equity.

Climate action can create a stronger Flagstaff and reduce the negative economic, social and environmental costs of climate change – reducing the amount of global warming will pay dividends for generations. Yet our work to reduce emissions and prepare for change isn't just about avoiding costs – it is about improving life here in Flagstaff. Climate action can have co-benefits ranging from lower home energy costs and air that's easier to breathe, to healthier forests, neighbors who can rely on each other, and more enjoyable ways to get to work.

The voice of the Flagstaff community will provide critical guidance to the City of Flagstaff as we work together to reach carbon neutrality. The path to carbon neutrality will not be easy: it will require perseverance and creativity. Yet each step closer to carbon neutrality offers hope for a healthier, safer, and more prosperous future for the Flagstaff community—and the world.

VISION FOR THE FUTURE

The Flagstaff community takes ambitious action to reduce greenhouse gas emissions and build community resilience, resulting in a higher quality of life for all residents. This transformation involves the entire community, is supported by collaborations with regional and tribal partners, provides opportunities, and centers ~~vulnerable~~disproportionately impacted communities in an equitable transition towards carbon neutrality.

Overarching Goals

Goal One: **Achieve carbon neutrality by 2030.**

Flagstaff will arrive at carbon neutrality, also known as net-zero community greenhouse gas emissions, by 2030. Carbon neutrality will be achieved through a combination of emissions reductions and carbon dioxide removal (CDR) initiatives. For more information on carbon neutrality, see the Approach Chapter starting on page 19.

Mitigation target: Reduce greenhouse gas emissions by 44% by 2030, from the business as usual emissions projection.

Flagstaff will reduce greenhouse gas emissions as much as possible: this Plan aims to reduce Flagstaff's annual community emissions by 44% compared to the business as usual (BAU) scenario - our predicted emissions if we took no climate action.

Carbon dioxide removal (CDR) target: Balance any remaining greenhouse gas emissions with carbon dioxide removal, to achieve carbon neutrality by 2030.

To achieve carbon neutrality, we will measure the emissions produced each year by the Flagstaff community on an annual basis, and then balance those emissions with an equivalent amount of carbon dioxide removal (CDR). In 2030, Flagstaff will need to remove approximately 471,000 tons of carbon dioxide from the atmosphere – equivalent to our 2030 emissions.

Goal Two: **Prepare Flagstaff's communities, systems, and resources to be more resilient to climate change impacts.**

Climate changes have already taken place in northern Arizona; natural and societal shifts will continue to occur. The Flagstaff community must begin to respond to climate change through adaptation, or preparing for change and strengthening our community's social, economic, and infrastructure systems. Adaptation actions will ensure Flagstaff is better equipped for and can thrive amidst both short-term disruptions and long-term change.

Goal Three: **Address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.**

Climate change disproportionally impacts ~~vulnerable~~ certain communities like older adults, people of color and low-income neighborhoods. As we act, we must consider how both climate change and climate action can affect people differently. The City of Flagstaff will center equity in its climate action decisions to ensure all communities in Flagstaff can benefit from a carbon neutral future.

~~The Climate Emergency Declaration calls for ambitious action on adaptation and equity alongside mitigation. Goals two and three reflect the adaptation and equity goals established in the 2018 Flagstaff Climate Action and Adaptation Plan. Read more about these principles on page 27.~~

Our Path to Carbon Neutrality

To reach carbon neutrality, we will take action in 15 target areas, grouped into four priorities:

Neighborhoods

- Community Resilience
- Equitable Systems
- Decreased Dependence on Cars
- Housing for All
- Inclusive Recreation

Energy

- Electric Mobility
- Clean Electricity
- Building Fuel Switching

Consumption

- Reduced Building Energy Use
- Sustainable Consumption
- Water Security

Commitments

- Healthy Forests and Open Spaces
- Health and Safety
- Economic Prosperity
- Carbon Dioxide Removal

TARGET AREAS AND STRATEGIES

Flagstaff will achieve carbon neutrality by taking action in the following target areas, which are detailed starting on page 48.

- Community Resilience
- Equitable Systems
- Decreased Dependence on Cars
- ▲ Housing for All
- ▲ Inclusive Recreation
- Electric Mobility
- Clean Electricity
- Building Fuel Switching
- Reduced Building Energy Use
- Sustainable Consumption ~~and Waste Management~~
- ▲ Water Security
- ▲ Healthy Forests and Open Spaces
- ▲ Health and Safety
- ▲ Economic Prosperity
- Carbon Dioxide Removal

1. PRIORITY ONE: WE WILL STRENGTHEN OUR NEIGHBORHOODS

Community resilience

- ▶ **CR-1** Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
- ▶ **CR-2** Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Equitable systems

- ▶ **ES-1** Incorporate equity as a foundational element of every climate action the City develops and implements.
- ▶ **ES-2** Proactively engage community members on an ongoing basis.
- ▶ **ES-3** Design targeted climate policies and programs to serve ~~vulnerable~~ disproportionately impacted communities first.
- ▶ **ES-4** Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

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.

Housing for All

- **HA-1** Create housing options for households at all income levels and family sizes occupied by local residents.
- **HA-2** Connect people to equitable housing solutions.
- **HA-3** Preserve affordable housing.
- **HA-4** Protect people from housing discrimination and remove housing barriers.

Inclusive Recreation

- **IR-1** Protect natural areas and ecosystem services that are most vulnerable to the impacts of increased visitation and climate change.
- **IR-2** Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.
- **IR-3** Plan for changes to recreation, reduce emissions, and respond to the impacts of climate change on current Parks and Recreation facilities and operations.

2. PRIORITY TWO: WE WILL CLEAN OUR ENERGY SOURCES

Electric Mobility

- **EM-1** Advance the electrification of buses across Flagstaff.
- **EM-2** Welcome electric micro-mobility devices as legitimate, healthy, affordable, and low-carbon modes of transportation.
- **EM-3** Support residents, businesses, and institutions in the transition to electric vehicles.

Clean electricity

- **CE-1** Produce 100% renewable electricity to cover all City of Flagstaff municipal electricity needs.
- **CE-2** Increase renewable energy installations and usage in new buildings.
- **CE-3** Support solar installations on existing residential and commercial buildings.

Building Fuel Switching

- **FS-1** Reduce or remove natural gas usage in municipal buildings
- **FS-2** Encourage new buildings to rely on the electric grid as their main energy source.
- **FS-3** Support fuel switching in existing residential and commercial buildings.
- **FS-4** Provide training and education on fuel switching.

3. PRIORITY THREE: WE WILL MANAGE OUR CONSUMPTION

Reduced Building Energy Use

- **BE-1** Achieve net zero energy City of Flagstaff facilities.
- **BE-2** By 2030, require new homes in Flagstaff to be net zero energy homes.
- **BE-3** Reduce energy use in existing buildings.

Sustainable Consumption ~~and Waste Management~~

- **SC-1** Manage emissions from the Cinder Lake Landfill.
- **SC-2** Encourage sustainable consumption.
- **SC-3** Divert more waste from the landfill.
- **SC-4** Reduce organic waste going to the landfill and ~~feed hungry people~~reduce food insecurity.

Water Security

- **WS-1** Improve water infrastructure and expand water reuse.
- **WS-2** Improve ecosystem management for protection of water resources.
- **WS-3** Continue to support water conservation efforts across the Flagstaff community.
- **WS-4** Maximize passive and active community rainwater infiltration.

4. PRIORITY FOUR: WE WILL UPHOLD OUR COMMITMENTS

Healthy Forests and Open Spaces

- **HF-1** Protect existing forests, resources, and meaningful open spaces.
- **HF-2** Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
- **HF-3** Educate the public on forest health and wildfire risk reduction.
- **HF-4** Support innovation in the forest health and wildland fire sectors.
- **HF-5** Encourage diverse native plant ecosystems in the built environment.
- **HF-6** Proactively manage for expected ecosystem transitions, including the potential threats to ponderosa pine forests.

Health and Safety

- **HS-1** Identify community health impacts from climate change and target support to assist at-risk populations in adapting to change and protecting their health.
- **HS-2** Prepare for changing risks to public health due to climate change and increase collaborations across agencies to improve health and climate awareness, preparedness, and resilience.
- **HS-3** Adequately fund services for disaster preparedness.
- **HS-4** Improve the resilience of public infrastructure and City facilities.

Economic Prosperity

- **EP-1** Accelerate the transformation to a low-carbon economy that minimizes emissions and spurs innovation.
- **EP-2** Support the adaptation efforts of local businesses as the climate changes and the economic landscape shifts.

Carbon Dioxide Removal

- **CD-1** Develop a portfolio of local and regional carbon dioxide removal initiatives to meet Flagstaff's commitment to carbon neutrality.
- **CD-2** If local carbon dioxide removal projects are insufficient, obtain high-quality carbon offsets and CO2 Removal Certificates (CORCs).

THE PATH TO CARBON NEUTRALITY STARTS WITH A 44% REDUCTION IN EMISSIONS

Achieving cCarbon neutrality involves two core actions:

- First, ~~one~~ a community must reduce emissions ~~by~~ as much as possible,
- and then balance the remaining emissions with carbon dioxide removal.

The City's carbon neutrality strategy starts with significant emissions reductions. Without action, we project that the Flagstaff community will produce approximately 846,000 metric tons of greenhouse gas emissions in 2030 – this is called the **business-as-usual scenario**. ~~Compared to this scenario t~~**The strategies and outcomes envisioned by this Plan will lead to a 44% reduction in emissions** compared to the business-as-usual scenario. While this reduction is significant, our community will still produce an estimated 471,000 tons of greenhouse gasses in 2030 (MTCO2e).

To achieve carbon neutrality, Flagstaff will need to pursue carbon dioxide removal initiatives at an equivalent scale. If 471,000 tons of greenhouse gasses are still produced over the course of a year, then 471,000 tons will need to be removed.

The two graphs below, ~~Image A~~ Figures 1 and 2~~Image B~~, display these emission reductions~~,~~ in different ways. This Plan uses 2016 as the 'base year' for its greenhouse gas emissions inventory – it is the benchmark against which the City compares current and future emissions. This Plan also uses the business-as-usual scenario to set goals and targets. For updated greenhouse gas emissions inventory for Flagstaff's emissions, see page 158.

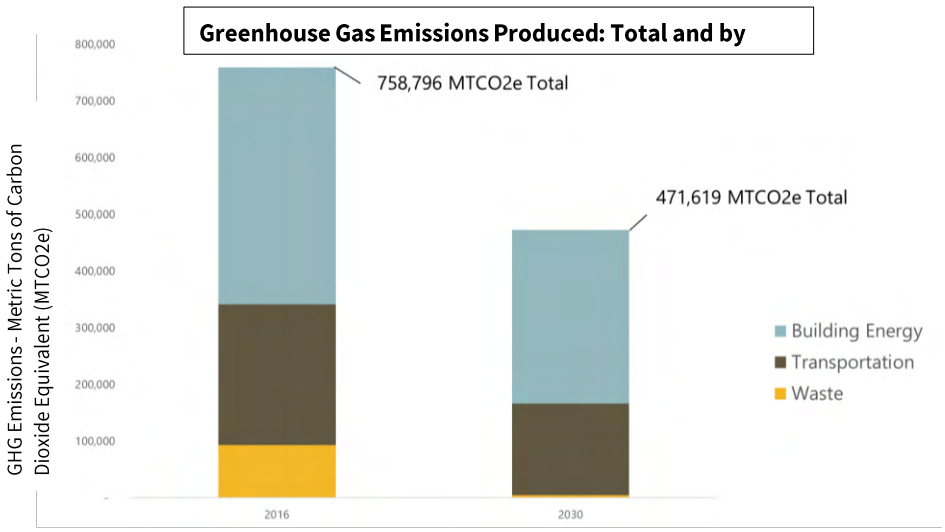

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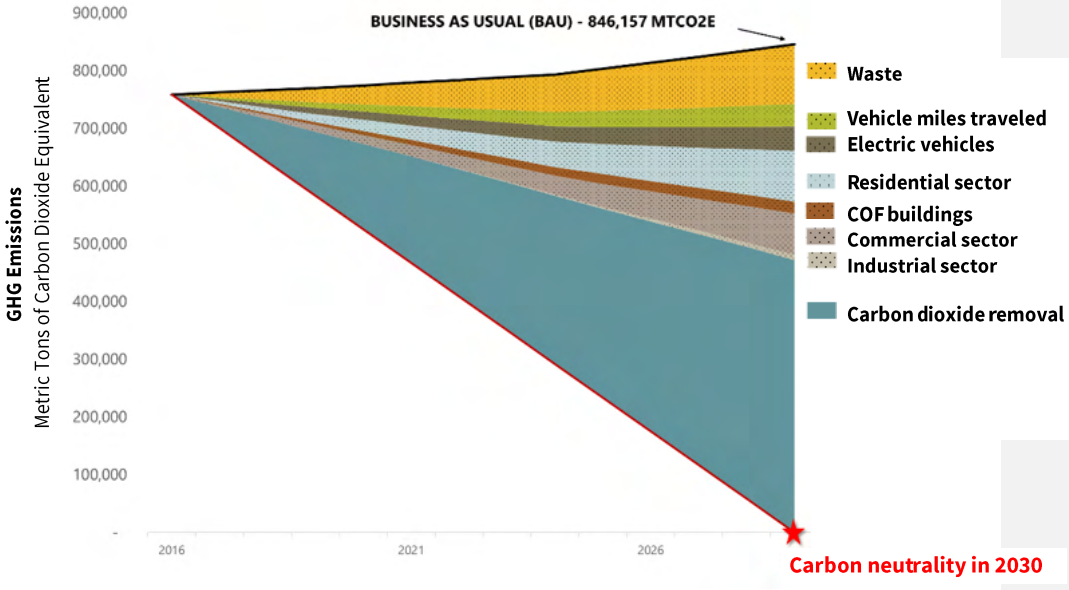
Figure 1: Remaining emissions still produced in 2016 (measured) and 2030 (projected). This bar graph only considers the emissions produced and does not consider the net impact that carbon dioxide removal (CDR) initiatives would have.



Reductions from waste
Flaring and diversion

Reductions in vehicle miles traveled (VMT)
Maintain 2019 VMT levels

Reductions from electric vehicles
30% of vehicle miles will come from electric vehicles

Reductions from residential sector
43% reductions in total energy use. 62% reduction in emissions from natural gas. 72% of electricity is zero-emissions.

Reductions from COF Buildings
28% from reductions in total energy use. 60% reduction in emissions from natural gas. 100% renewable electricity.

Reductions from commercial sector
11% reduction in total energy use. 20% reduction in emissions from natural gas. 69% of electricity is zero-emissions.

Reductions from industrial sector
68% of electricity is zero-emissions.

Carbon dioxide removal
471,619 MTCO2e

Figure 2: Wedge graphic of carbon neutrality. This graph shows the emissions reductions and carbon dioxide removal required to achieve net-zero emissions by 2030.

GETTING TO NET-ZERO: KEY SHIFTS TO REACH CARBON NEUTRALITY

Flagstaff needs to commit to substantive change in our community to reach carbon neutrality. We will need to collectively and individually take big and bold actions on an aggressive timeline. The table below describes some of the outcomes Flagstaff will need to reach.

Significant reductions in the miles we travel by passenger vehicles	- Vehicle **Miles Traveled (VMT).** Hold internal VMT measured steady at 2019 levels, even amidst community growth. Internal VMT = trips that start and end within the Flagstaff community.
	- 30% of our internal VMT will be in **electric vehicles** (or have zero tailpipe emissions).
Rapid solar energy development	- **2,000 new home solar systems** are installed by 2030 - **15 Megawatts (MW) of new solar** on commercial and industrial buildings/lots
Extensive building retrofits and electrification	- **Retrofit ~50% of existing homes** (12,500 total residential retrofits) to reduce energy use and electrify homes. - 25% of all commercial buildings get a **deep energy efficiency retrofit**. - 15% of commercial buildings **fully electrify**.
City of Flagstaff: Renewable ~~e~~Energy + ~~E~~energy ~~U~~use	- **100% renewable electricity** for the municipality by 2025. ~~: 50MW solar installation at **Red Gap Ranch**; 10MW solar installation at the **landfill**.~~ - Energy efficiency and fuel switching in **municipal buildings**.
Low-impact new buildings	- By 2030, ensure new buildings use **net-zero energy**, meaning they contribute to the creation of as much energy as they use.
Carbon ~~D~~dioxide ~~R~~removal	Removing approximately 471,000 tons of carbon dioxide from the atmosphere per year by developing and supporting a **portfolio of carbon dioxide removal initiatives.** Potential projects include biomass, bioenergy or biochar initiatives on City land and Open Space.

Commented [JN3]: Specificity removed to reflect changing landscape and provide flexibility. This renewable electricity goal has been met without these developments.

For a progress update on these key outcomes, see www.Flagstaff.AZ.Gov/CNP.

What is a megawatt?

A megawatt is how we measure large amounts of power. One megawatt (MW) = 1,000,000 watts. For reference an LED lightbulb uses about 8 watts. A typical home rooftop solar system is about 5 kilowatt (kW) in size. One MW is equivalent to 200 typical home systems. The solar array at the Flagstaff City Hall is 150 kW in size – so to get 15 MW we would need about 100 additional systems of this size.

About this Plan

What this Plan does

This Plan will guide the City of Flagstaff as it works to achieve carbon neutrality and respond to the climate emergency.

This Plan sets a vision, overarching goals, and specific strategies to reach carbon neutrality and other elements of Flagstaff's Climate Emergency Declaration. This Plan will guide the City of Flagstaff's decisions about policies, funding, investments, and program development.

This Plan is also a communication tool, to help Flagstaff community members understand the City's goals, strategies, and potential actions. This Plan identifies areas for action by individuals, opportunities for collaboration with businesses, and how these issues are interconnected.

The science is clear

As the climate changes, Flagstaff will continue to experience warmer temperatures, an increase in aridity or dryness, lower snowpack levels, and increased wildfire risk.

These changes will have cascading impacts on Flagstaff's natural environment, residents, and community systems. Just a few of the impacts include:

- The forests surrounding Flagstaff will become drier and more stressed, increasing their vulnerability to severe wildfire and disease.
- Visitation and tourism to Flagstaff will change. Snow in winter will become less predictable, and the Phoenix metro area will see increasingly extreme summer temperatures. This will have impacts on Flagstaff's economy, infrastructure, housing systems, and land use.
- Flagstaff will experience more days with temperatures above 90 degrees, increased allergens, and more days with poor air quality due to smoke, negatively impacting residents with health vulnerabilities.

All Flagstaff residents will need to adapt to these and other changes. Some changes will bring opportunity and others will bring challenges, particularly for ~~vulnerable~~disproportionately impacted community members like older adults, families with low incomes, or communities of color.

For more information on the anticipated changes to Flagstaff's climate and resulting impacts on its community: See Appendix A of this document, or find even more detail in the Flagstaff Climate Profile, available through the City of Flagstaff Climate website: www.flagstaff.az.gov/climate.

Systemic change versus individual action

In conversations about climate action, there tends to be extensive conversation around the value of systemic and individual change. This Plan utilizes both! As a municipality, the City of Flagstaff works on systemic, structural changes to decrease greenhouse gas emissions and improve quality of life. However, these systemic changes help make individual action easier! Think about transportation, for example. If you live in a walkable neighborhood, you're more likely to leave your car at home, since the system and infrastructure is set up for you to make that choice more easily. Systemic change and individual action are not mutually exclusive. Instead, they complement and support one another.

How this document relates to the 2018 Climate Action and Adaptation Plan

The Flagstaff Carbon Neutrality Plan builds on progress of the 2018 Climate Action and Adaptation Plan – also known as the CAAP. ~~– and replaces the mitigation goals and actions of the CAAP.~~

The 2018 CAAP was developed over a year and a half of community conversations to create the first climate plan for Flagstaff. It was adopted unanimously, and was the first community-wide climate plan in Arizona. It established broad goals for reducing emissions, preparing for change, and ensuring that we act equitably, prioritizing our most ~~vulnerable~~disproportionately impacted community members.

The 2018 CAAP aligned with the best available science that formed the foundation for the Paris Climate Agreement. One month before the CAAP adoption, the Intergovernmental Panel on Climate Change (IPCC) published a report: Global Warming of 1.5° C, stating that urgent action was needed across the globe to hold warming to 1.5° C, which is equal to 2.7° F. When the Flagstaff City Council adopted the CAAP in late 2018, the CAAP acknowledged that this was a first step and that community conversations around this IPCC report were needed.

When adopted in 2021, the Carbon Neutrality ~~This~~ Plan ~~will replace~~ focused on ~~the~~ mitigation and updating the greenhouse gas emissions goals ~~portion~~ of the 2018 CAAP. In December 2022, the Carbon Neutrality Plan was revised to incorporate the adaptation-related target areas of the 2018 CAAP. The following target areas were updated and migrated from the 2018 CAAP to this Carbon Neutrality Plan:

- ▲ Inclusive Recreation
- ▲ Water Security
- ▲ Healthy Forests and Open Spaces
- ▲ Health and Safety
- ▲ Economic Prosperity

As a result of the December 2022 revision, the Carbon Neutrality Plan represents Flagstaff's current mitigation, adaptation and equity goals. The 2018 CAAP is no longer a current document needed for reference purposes.

~~While we have a new mitigation goal – carbon neutrality by 2030 – we will continue to reference the 2018 CAAP for the overarching adaptation and equity goals.~~

~~The Climate Emergency Declaration calls for more aggressive action on equity and adaptation, too. After we adopt this Carbon Neutrality Plan, we will start conversations with the community about bold action on adaptation and equity, and will revise our plans to reflect the Climate Emergency Declaration's calls for greater resilience and a focus on climate equity.~~

How this document relates to the Flagstaff Regional Plan 2030

The Flagstaff Carbon Neutrality Plan supports the vision, goals, objectives and policies of the Flagstaff Regional Plan 2030: Place Matters (Regional Plan). The Regional Plan sets forth a vision for a Sustainable Flagstaff, connecting development decisions to environmental impact and the need to plan for the future. It envisions active stewardship and vitality for both the current population and future generations – ideals that are supported by reducing greenhouse gas emissions, resilience-building and support for ~~vulnerable~~marginalized community members. This document builds upon the climate change and adaptation goals originally outlined in the ~~Flagstaff~~ Regional Plan. ~~2030 Goal E&C.2. and Goal E&C.3.~~

- Major Amendment to the Regional Plan for carbon neutrality

In December 2021, the Flagstaff City Council adopted a major amendment to the climate change and adaptation goals and policies of the Flagstaff Regional Plan 2030 – revising pages IV-11, IV-12, and X-19. This amendment aligned the Regional Plan climate action section with the Flagstaff Carbon Neutrality Plan, closing the 'ambition gap' between the Regional Plan's broad goal of reducing greenhouse gasses and this Plan's commitment to carbon neutrality. The revised climate change and adaptation goals and policies of the Regional Plan are:

Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.

- Policy E&C.2.1. Encourage the reduction of energy and material consumption.
- Policy E&C.2.2. Promote investments that create a connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.
- Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.
- Policy E&C 2.4. Promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption.

Goal E&C.3. Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.

- Policy E&C.3.1. Develop and implement a comprehensive and proactive approach to prepare the community for and to minimize the impacts of climate change induced hazards.
- Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.

- Policy E&C.3.3. Invest in forest health and watershed protection measures.
- Policy E&C.3.4. Increase the region's preparedness for extreme climate events.
- Policy E&C.3.5. Improve the ability of vulnerable community members to adapt and thrive amidst the pressures of climate change.
- Policy E&C.3.6. Attempt to equitably distribute the burdens and benefits of climate action policies and investments to all segments of the community.

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.

- Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources in the context of anticipated climate changes and resulting changes to Flagstaff's systems.
- Policy E&C.4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.

- Support for other Regional Plan goals and policies

This document also furthers many other goals of the Regional Plan, such as but not limited to:

- Goal E.1. Increase energy efficiency.
- Goal E.2. Expand production and use of renewable energy.
- Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete connected places.
- Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.
- Goal LU.6. Provide for a mix of land uses.
- Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.
- Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
- Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.
- Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation systems, where feasible, to serve as an attractive alternative to single-occupant vehicles.

The Flagstaff Carbon Neutrality Plan will also inform potential priority areas for the next update to the regional plan.

II. OUR APPROACH

This document is a framework for action; it outlines broad strategies for how to achieve carbon neutrality. The principles below illustrate the approach the City will take as it works within the community to achieve its carbon neutrality goals.

OUR WORK IS INFORMED BY THE FOLLOWING PRINCIPLES:

Carbon neutrality is:

- 1. Community-driven
- 2. Motivated by urgency
- 3. Prescriptive
- 4. A commitment to accountability
- 5. An investment in our future
- 6. Supported by market leaders

Flagstaff will:

- 7. Be a leader
- 8. Embrace the Big Shift
- 9. Balance community tensions and create opportunities
- 10. Center equity and adaptation

Climate action in Flagstaff will:

- 11. Produce co-benefits
- 12. Rely on partnerships
- 13. Prioritize incentives
- 14. Iterate and adapt ~~over time~~continuously

Carbon neutrality is …

- **Community-driven**
- **Motivated by urgency**
- **Prescriptive**
- **A commitment to accountability**
- **An investment in our future**
- **Supported by market leaders**

1. CARBON NEUTRAILTY IS COMMUNITY-DRIVEN

On September 20th, 2019, Flagstaff community members gathered on the City Hall lawn for the Global Climate Strike. At the gathering, community activists and organizers gathered signatures for a citizen petition, calling on Flagstaff City Council to declare a climate emergency. This Citizen Petition was submitted to the City Council on September 24th, 2019. Hundreds of Flagstaff community members organized into coalitions from farmers and doctors to students and grandparents. At the January 28th, 2020 City Council Meeting, they provided over three hours of public comment requesting a Climate Emergency Declaration and urgent action. On June 23rd, 2020, the Flagstaff City Council unanimously adopted the Climate Emergency Declaration.

Community organizers and residents led the creation of the Climate Emergency Declaration, and their involvement has continued throughout the development process. This Plan was created based on technical analysis, best practices from peer cities, and feedback from Flagstaff community members. A Steering Committee of community members was formed to guide Plan development and incorporate resident voices from the start.

Over the course of 10 months in 2020 and 2021, more than 2,500 residents engaged and contributed to the development of this Plan. Community members contributed to six surveys, attended 12 virtual open house forums, and contributed videos for the Climate Emergency Open House website. City staff made 50 carbon neutrality presentations to City Commissions and community groups. Community partners played an integral role in advising the Plan and inviting their networks to provide input.

2. CARBON NEUTRALITY IS DRIVEN BY URGENCY

The climate emergency is causing change in Flagstaff today and threatens to cause catastrophic events across the world in the coming decades. Urgent and bold action is necessary to take advantage of a small window of opportunity to avoid the worst effects of irreversible climate change. The IPCC's Special Report: Global Warming of 1.5°C states that limiting warming to 1.5 degrees Celsius (which equal to 2.7 degrees Fahrenheit), compared to 2 degrees Celsius, will allow 10 million people to avoid the health impacts of sea level rise, save the world approximately $30 trillion in damages, and avoid up to 2,000 heat-related deaths annually.

The severe impacts of climate change and the need to keep global warming below 1.5°C was a vital driving principle behind the June 2020 Climate Emergency Declaration, available on page 155.

Local governments are first responders to the climate emergency, like most other emergencies. Thus, local governments across the world have a responsibility to prepare for this looming threat, to reduce the potential harm, and to protect ~~vulnerable~~disproportionately impacted communities.

Like other emergencies, action must be swift, decisive, collaborative, and effective, while being rooted in community values and priorities.

3. CARBON NEUTRALITY IS PRESCRIPTIVE

To restore a safe climate for future generations, communities across the world must drastically reduce the amount of fossil fuels used in buildings, transportation, and consumption. Within the United States, getting to carbon neutrality looks similar across all cities undertaking this goal, and relies on several common strategies:

- Reducing the energy we use for buildings, transportation and consumption.
- Creating energy from renewable and clean sources.
- Switching buildings and vehicles to run on clean electricity or other renewable sources.

In this way, carbon neutrality is prescriptive: there is an agreed upon course of action to achieve the emission reductions necessary. These actions may be re-packaged or reframed from city to city, but the necessary high-level strategies are known. Flagstaff is no different – the necessary actions are pre-determined by where our emissions come from. We still rely on national best practices to dramatically reduce emissions from our buildings, transportation, and consumption.

Because there are only minor deviations from the standard pathway to achieve carbon neutrality, Flagstaff's actions will be similar to all other cities striving for carbon neutrality. There is still ample opportunity for creativity and innovation in *how* Flagstaff achieves these goals: policies and programs will be developed to meet Flagstaff's unique characteristics, population, economic drivers and climate.

4. CARBON NEUTRALITY REQUIRES ACCOUNTABILITY

Carbon neutrality is a framework of accountability. To be carbon neutral, each year we will measure the emissions produced by the Flagstaff community – those we were not able to avoid through emissions reductions (mitigation). We must then remove an equal amount of carbon dioxide from the atmosphere in order to arrive at carbon neutrality, or net-zero emissions.

In this way, the carbon neutrality framework has a built-in accountability feature: regardless of the City's success at reducing emissions, the City can still meet the goal of carbon neutrality through carbon dioxide removal (CDR). The City must use a combination of emissions reductions and carbon dioxide removal to get to net-zero emissions, balancing both sides of the scale, as seen below in Figure 3. If we fail to meet our emissions reduction goals, then our removal obligation will increase proportionately. Similarly, if we exceed our emissions reduction goals, then our removal obligation will decrease. Read more about our plans for CDR on page 149.

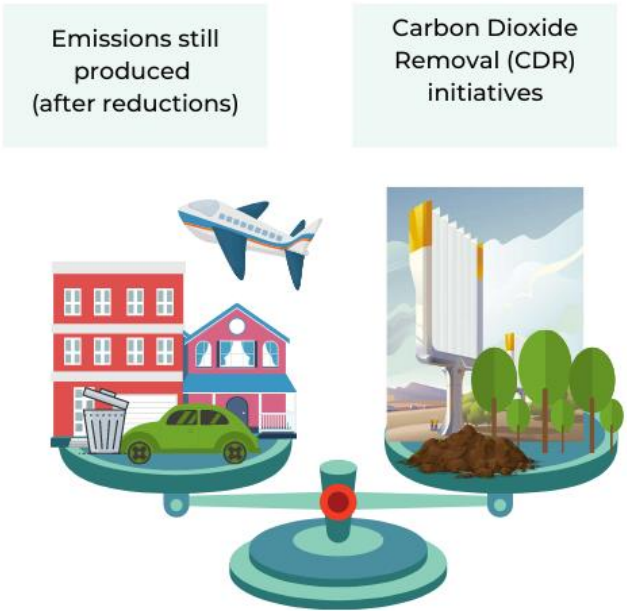


Figure 3. The two sides of the carbon neutrality scale: On the left side are the remaining emissions still produced (after reductions). On the right side is carbon dioxide removal. The two sides of the scale must balance out to achieve carbon neutrality. (Note: the mechanical tree illustration on right side of scale is courtesy of the Arizona State University Center for Negative Carbon Emissions.)

5. CARBON NEUTRALITY IS AN INVESTMENT IN OUR FUTURE

Taking climate action and avoiding the worst impacts of climate change makes sense economically and morally. Action is far less expensive and far more beneficial than inaction. Like forest health measures taken to avoid catastrophic wildfire, climate action is an investment in our future.

> In Flagstaff, forest protection provides a sobering example of the need for preparation: The 2010 Schultz wildfire and post-fire flooding had a total impact between $133 and $147 million.[1] By comparison, the phase one of the Flagstaff Watershed Protection Project (FWPP) required a $10 million investment from Flagstaff residents. This down payment on forest health will help Flagstaff avoid high-severity fires that could cause devastating flooding, and is projected to help the Flagstaff area avoid between an estimated $573 million and $1.2 billion in damages.[2]

Just as individuals prepare for retirement, climate action takes intentional preparation. It is said that the best time to start investing for retirement is 15 years ago, and the next best time is now. Like retirement, it may be helpful to approach the spending that will be required on climate action with an investment mindset. Investments require spending, but they also produce returns and benefits. The earlier someone starts investing, the easier and less expensive it will be for them to meet their retirement goals. The longer someone delays investing, the more difficult and expensive it becomes.

Investments in climate action are no different, and these investments produce returns for ourselves and future generations. The 2019 UN Gap Report shows that if governments worldwide had started 10 years ago, we could have made relatively modest and gradual investments to achieve annual emissions reductions of just 3.3%. Figures 4 and 5 show the reductions required based on different action timeframes.

Because of our collective delay, the necessary investments will need to be more significant and rapid to achieve the annual global reductions of over 7.6% per year that are now required.[3] That trend only continues with further delay. Indeed, one recent study concluded that if the U.S. starts investing now in efforts to reach net-zero emissions by 2050, the total spending required would be nearly half as much compared to delaying our investments until 2030.[4] When it comes to making investments to achieve goals, the amount of time remaining can be either the greatest asset or biggest liability. There may still be enough time to meet our climate stabilization and adaptation goals, but only if we accelerate our ambition and start making the necessary investment contributions.

It is said that an ounce of prevention is worth a pound of cure. Part of the investment mindset is evaluating both the cost of action as well as the cost of inaction. Choosing to avoid oil changes only appears to save a

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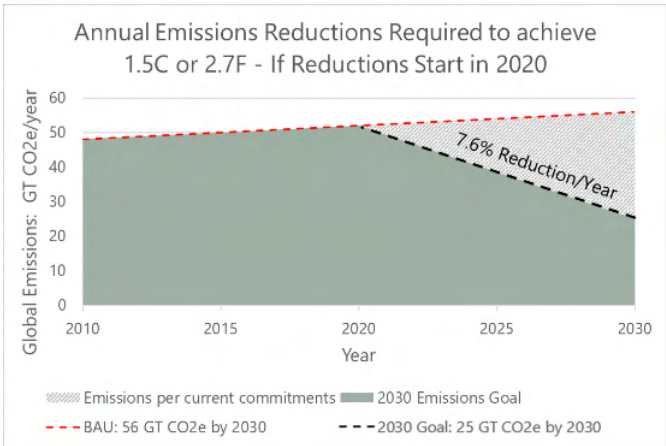
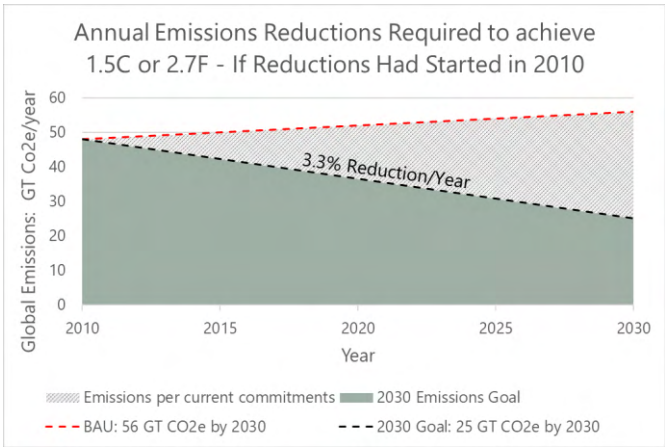
[1] Full Cost Accounting of the 2010 Schultz Fire: http://openknowledge.nau.edu/1282/1/Combrink_EtAl_2013_ERIWhitePaper_SchultzFullCostAccounting.pdf
[2] The Cost of Inaction: Flagstaff Watershed Protection Project Cost Avoidance Study: https://arizonastatelawjournal.org/wp-content/uploads/2016/04/Fox_Final.pdf
[3] https://www.unep.org/interactive/emissions-gap-report/2019/
[4] https://energyinnovation.org/wp-content/uploads/2021/01/Cost_of_Delay.pdf





Figures 4 and 5: Depictions of the worldwide greenhouse gas reductions needed to achieve 1.5C (2.7F). Graphs reproduced from 2019 UN Gap Report Interactive Dashboard

car owner money until their engine seizes. Likewise, avoiding investments in climate action only gives the appearance of saving money until it clearly, irreversibly, and perhaps quite suddenly, doesn't. While there is a high level of uncertainty about what the exact cost of the required level of climate action will be on a global scale, there is a high level of agreement that **the risks and cost of inaction will be far greater**.[5] This consensus on the cost of inaction comes despite the fact that there are many externalities that economic models often struggle to measure (See the Social Cost of Carbon section on page 45). The City's Climate Emergency Declaration recognizes that the time to invest in our future is now.

[5] https://policyintegrity.org/files/publications/Economic_Consensus_on_Climate.pdf

6. CARBON NEUTRALITY IS SUPPORTED BY MARKET LEADERS

The market is moving towards climate action. Private companies and institutions across the world are acting based on scientific data to protect their investments and ensure their own financial health into the future. Climate action can represent a financial opportunity – from electric cars to solar systems, new companies have already made a global impact and large profits from providing climate solutions.

Market conditions are changing quickly, and the cost of climate action is falling as investment ramps up. Solar panel technology represents a telling example. Investments and advancements have caused the price of solar to fall 82% from 2010 to 2018.[6] Just ten years ago, we could not have anticipated that solar would now be the least expensive form of energy in history, according to the International Energy Agency.[7]

Technology is rapidly advancing in electric vehicles, home electrification, and carbon dioxide removal, too. The market will assist in climate action in these areas, bringing down the cost of beneficial technologies that make climate-friendly investments the obvious choice, simply on short term return on investment scenarios.

These market trends have three central implications for this Plan:

- Advances in technology will continue to bring down costs for climate action, resulting in savings for governments, businesses, and residents.
- Developing cost estimates for strong climate action has significant uncertainty, due to the rapidly changing market conditions. Action may not be as expensive as it looks today, and it will certainly be less expensive than inaction.
- This Plan must be flexible to adapt to the changing market conditions and take advantage of new technology.

The global move towards climate action in the private sector will create opportunities for the City of Flagstaff and its residents. The City of Flagstaff will be ready to partner with local, regional and national businesses in taking climate action.

[6] https://www.pv-magazine.com/2018/01/13/8th-irena-assembly-report-finds-utility-scale-solar-lcoe-falls-73-since-2010/
[7] https://webstore.iea.org/world-energy-outlook-2020

Flagstaff will…

- **Be a leader**
- **Embrace the Big Shift**
- **Balance community tensions and create opportunities**
- **Center equity and adaptation**

7. FLAGSTAFF WILL BE A LEADER

Although climate change is one of the more important challenges the world has ever faced, the international community has not taken necessary action. Due to inaction, climate change will cause coastline loss, crop failure, mass migration, and famine. The consequences for the world's poor are dire.

Leadership is needed both worldwide and in Flagstaff. Flagstaff is a part of the global community of cities and so Flagstaff's actions, along with the actions of every other city, contribute to the global fight against climate change.

Flagstaff will see both negative impacts and opportunity from climate change – the coming climate changes and related impacts to our community are outlined starting on Page 156. We must make the investments needed to avoid the worst scenarios of global temperature rise, while preparing for a future in a changing climate.

Leadership in climate action will require courage, bold action, and investment to ensure a safe future. Leaders are needed throughout the Flagstaff community: we need leaders in the business sector, within regional public agencies, among developers, throughout our neighborhood organizations, and in our schools.

~~As of spring~~ In 202~~0~~1, examples of leadership ~~can~~ could be found both near and far:

- In April 2021, **the federal government** established a goal to reduce greenhouse gas emissions from 2005 levels by 50% to 52% by 2030 – a goal that is strongly aligned with this Plan's mitigation goal. This goal reflects the need for urgent action and the benefits of acting on climate. It also provides significant opportunity for local governments who are ready to partner with the federal government to develop programs with local benefits.
- **Businesses** are reading the same reports, coming to the same conclusions, urging governments to set align their targets with the urgency that is needed this decade, and committing to climate action and investment themselves.
- The **We Mean Business coalition**, comprised of over 1,776 companies that "recognize the transition to a zero-carbon economy is the only way to secure sustainable economic growth and prosperity for all," sent an open letter to the Biden administration supporting the 50 to 52% reduction by 2030 goals, calling the target "ambitious and attainable."
- Over 1,300 businesses and investors joined 165 local and tribal governments, including Flagstaff, as part of the **America is All In** campaign to support the same national targets.

- **Arizona Public Service (APS)**, which is Flagstaff's electric utility company, has committed to transitioning to a 100% carbon-free electric grid by 2050. Salt River Project (SRP) recently committed to doubling its renewable electricity capacity by 2050, driven by demand from business customers.
- **Arizona Forward** has membership from over 150 public and private organizations across the state that recognize the need to "address the increasingly harmful climate impacts and shape Arizona's long-term future… This is why we focus on brining local businesses and municipalities together to work toward actionable solutions – because inaction is not an option."
- Over 545 companies have become signatories to the **Business Ambition for 1.5C** commitment.
- Numerous companies from all sectors of business are recognizing the need for innovation and investment in solutions this decade, to bring down the costs and bring up the volume of necessary strategies that are not yet mature. Many companies - from Stripe to Microsoft to Shopify and others - are **voluntarily putting their assets to work** to accelerate the development of these necessary technologies and approaches.
- Cities across the world are moving forward. **Tucson** recently declared a climate emergency and set a goal of carbon neutrality by 2030. **Phoenix** has a carbon neutrality goal of 2050. Over 80 U.S. cities have committed to 100% renewable energy, from Moab, Utah and Orlando, FL to St. Louis, MO, and Fayetteville, AR to Denver, CO and Norman, OK.

Flagstaff is well-positioned to lead in Arizona.

Flagstaff is on the forefront of climate action in Arizona. This leadership stance will require bold action, risk, and even discomfort as we challenge the status quo and chart new paths for small cities. Flagstaff's leadership can help to move the needle, opening the way for other communities to make strong commitments and taken aggressive action.

8. FLAGSTAFF WILL EMBRACE THE BIG SHIFT

The framework of carbon neutrality establishes the 'rules of the game' for our work. Going forward, our community and our leadership will need to continuously evaluate and determine the 'gameplan.'

As we began developing this inaugural Carbon Neutrality Plan, we asked what level of emissions reductions might be possible in Flagstaff, before relying on carbon dioxide removal initiatives. This question resulted in an initial maximum reduction scenario that suggested that Flagstaff might be able to reduce local emissions by as much as 80% if we committed to ambitious, transformative change, and if favorable supporting actions and policies were quickly implemented at the utility, State and Federal levels.

Many of the actions in this initial maximum reduction scenario might be framed as being 'technological substitutions' or 'behind the scenes' actions that are critical but not especially noticeable in terms of how they might impact someone's daily life. For example, when someone turns on the faucet and feels warm water, they cannot tell whether that water is heated by a fossil fuel like natural gas or by a clean energy source like renewable electricity. Likewise, an electric car is still a car, and the way that car functions on a

daily basis is not very different whether it is an electric vehicle (EV) or a car fueled with gasoline. These technological solutions don't cause much disruption to daily life in Flagstaff.

Other actions and outcomes in the initial maximum reduction scenario would be more noticeable, disruptive, and ultimately transformative. This sense of disruption can be especially heightened if thinking about the outcome taking effect today, overlooking the years-long transition and the supporting actions that have yet to be implemented. Many of the actions and outcomes related to the key strategy of decreasing dependence on cars are likely to be some of the most noticeable. Imagine being able to dramatically cut the total miles driven in Flagstaff while people are still able to socialize, shop, and otherwise meet all daily needs. This outcome can only be realized if we fundamentally shift our approach to neighborhood design and transportation. We would build our transportation corridors with various forms of micro-mobility as primary goal, rather than supporting the continued growth of automobile travel. We would build our neighborhoods so they are more connected and complete; people wouldn't have to travel across town as often because they can get most of what they need nearby. This would require increasing the housing options, density, and businesses or services available in and around our neighborhoods. These 'noticeable' actions that maximize local emissions reductions by changing aspects of our community design and transportation systems are what we call the "Big Shift."

This Plan involves elements of both technological substitution as well as the "Big Shift." While the initial maximum reduction scenario was deemed to be infeasible due to various constraints, this Plan envisions a 44% reduction in emissions before carbon dioxide removal. This Plan includes the goal of maintaining the same level of vehicle miles traveled (VMT) that Flagstaff drivers traveled in 2019. Historically, VMT has steadily increased over time, and given that the Flagstaff's population is expected to continue growing, flattening this metric over the next 9 years will be large undertaking that will require a new approach – The "Big Shift." **For more information on VMT and detailed actions required to make the Big Shift**, see the Decreased Dependence on Cars target area on page 58.

9. FLAGSTAFF WILL BALANCE COMMUNITY TENSIONS AND CREATE OPPORTUNITIES

Flagstaff, like other communities, faces a multitude of community challenges and competing priorities. While there are strong benefits to carbon neutrality, there are also areas where climate action goals may seem to conflict with other community priorities. To achieve carbon neutrality and create a stronger community, Flagstaff must acknowledge the tensions between issues and seek to find common ground and mutual benefit. Tensions can arise between seemingly innocuous issues – as the City searches for the best fit for lighting that achieves both dark sky preservation and energy efficiency, or as residents grapple with the need for more housing and less driving or changes to how our community looks.

The tensions between climate goals and other community priorities must be met with open dialogue, innovative thinking, and good faith that we can find creative solutions that help Flagstaff move forward a vision for a healthier, more inclusive community.

Flagstaff's ~~H~~housing ~~C~~crisis is one example of the complexity of community challenges. Affordable and additional housing in Flagstaff has been a documented need for more than 50 years and has reached a crisis level in recent years. In December 2020, the City Council declared a Housing Emergency, and set in

motion the need to make housing a leading priority for the City organization and Flagstaff community, similar to carbon neutrality. Balancing these priorities is achievable, when approached holistically.[8] In response to the Declaration of a Housing Emergency, the City developed the Flagstaff 10-year Housing Plan. See page 70 for extended information on that plan.

Diving deeper into this discussion, is building electrification. Building electrification is gaining attention as one of the most affordable and effective tools to reduce greenhouse gas emissions from homes and buildings. While electrification has promising benefits for residents, it must be pursued equitably. It will require intentional policymaking and a planned transition for Flagstaff residents to gain access to the major benefits of electrification, including cleaner air, healthier homes, good jobs and empowered workers, and greater access to affordable clean energy and energy efficiency to reduce monthly energy bills.

- Building electrification means eliminating use of fossil fuels for functions like heating and cooking and replacing gas appliances with alternatives that use electricity. In Flagstaff, 50 percent of our greenhouse gas emissions come from the buildings we live and work in. As our electric grid gets steadily cleaner, building electrification can play a big role in fighting climate change.
- Electrifying our homes also has major health benefits. Burning gas releases nitrogen oxides and particulates, which can have serious health consequences.

Building electrification must focus first and primarily on the goal of improving the health and resilience of the people rather than the goal of decarbonizing our building stock. To do so, programs that promote electrification must integrate with energy and non-energy programs alike. An equitable transition will meet people where they are. Instead of adding one more problem for families to solve, an equitable transition will position electrification as a solution to existing household difficulties —one that lowers bills, improves health, and makes homes more comfortable.

Renters Have Limited Control ~~–~~ ~~Today~~In 2021, 55 percent of Flagstaff residents were~~are~~ renters. Even if they do not bear the direct cost of electrification, low-income renters, especially low-~~-~~income renters, nevertheless face barriers to electrification because they lack the property rights to make the decisions required to electrify their homes, such as switching out water heaters, stoves, or other appliances and upgrading the building's electrical lines and panels. Even if these residents wish to live in healthier, cleaner homes, the decision to electrify their building is out of their control and is up to the property owner.

Owners Have Few Incentives to Invest When Renters Pay the Utility Bill - Improvements to energy use, like solar, energy efficiency, and building electrification, primarily produce benefits for the person paying the bills even though the cost of improvement falls to the owner. This creates a split incentive which requires countervailing incentives to correct. This effect is exacerbated by Flagstaff's ongoing housing crisis, in which the demand for housing outstrips the supply, giving landlords little incentive to make clean energy investments. Renters rightly fear that an upgrade could cause their landlords to increase their rent, or convert the property to a short-term rental that could be more lucrative for the property owner. Currently, no regulatory or statutory protections ensure that Flagstaff renters who live in building that receive energy

[8] https://greenlining.org/wp-content/uploads/2019/10/Greenlining_EquitableElectrification_Report_2019_WEB.pdf

upgrades can remain in their homes with no increased rents after the upgrades are performed, or require that rent for upgraded properties remain at a price affordable to low-income residents.

Electrification will be the most effective with a whole-systems building approach, prioritizing energy efficiency, electrification then on-site renewable energy systems.

There are no quick fixes, addressing our housing and climate emergencies require on-going collaboration, hard conversation, and collective action. See pages 117, 129, 138, and 146 for extended and topical discussions of these tensions.

10. FLAGSTAFF WILL CENTER EQUITY AND ADAPTATION

Equity and adaptation are two of the three core goals of this Plan. The importance of these principles was established in the 2018 Flagstaff Climate Action and Adaptation Plan, and their importance is maintained in our Carbon Neutrality work.

Adaptation and resilience

Adaptation refers to actions that increase the ability to withstand, respond to, or cope with climate change impacts.

As we work to reduce greenhouse gas emissions, Flagstaff must continue to prepare for climate change. Adaptation, or adapting to the changing climate and preparing for its impacts, is critical for any forward-looking organization. While we work to avoid the severe temperature changes that will cause irreversible damage to our ecosystem, we must accept that climate changes are already occurring and will continue to occur. Global action must be taken to reduce the amount the climate changes and lessen the catastrophic consequences. At this point change cannot be avoided.

For local governments, adaptation must be part of its emergency planning and hazard mitigation, its economic development forecasting, and its housing and land use planning.

For every mitigation action we take to reduce greenhouse gas emissions, the City and its partners must consider the adaptation impacts and opportunities. The City must not take actions that result in a reduced ability to adapt in the future or make it more difficult to thrive among the temperature and aridity changes that Flagstaff will see.

Adaptation is achieved by building **resilience** – strengthening community systems to create stronger networks, more connected community members, and flexible systems that are prepared for change. **This Plan will work to advance community resilience by analyzing all actions through** an adaptation lens, to ensure that the action is helping to increase resilience and will help residents thrive amidst future changes.

Specific strategies to advance adaptation are discussed in ~~the Community Resilience~~seven resilience~~-~~focused target area~~s~~:

- **Community Resilience** – page 51 ~~- see page 46 for more information~~
- **Housing for All** – page 70
- **Inclusive Recreation** – page 77
- **Water Security –** page 111
- **Healthy Forests and Open Spaces** – page 121
- **Health and Safety** – page 132
- **Economic Prosperity** – page 141

Community Equity

The City of Flagstaff seeks to serve community members equitably through all of its work in the Flagstaff community, from ensuring children from low-income families can access recreational programming to filling gaps in the sidewalk network to serve more residents. Because climate change will cause such disproportionate impacts to ~~our vulnerable~~ underserved community members, it is even more important to act equitably.

Equity is defined as the just distribution of the benefits of climate protection and alleviation of unequal burdens created by climate change.

Climate change affects people differently. While all populations are at risk of being impacted by climate change, certain groups are more ~~vulnerable~~ impacted than others. Factors that influence climate vulnerability include:

- Age
- Education level
- Gender and sexual orientation
- Health, ability, and disability
- Immigration Status
- Language abilities
- Level of housing security
- Neighborhood or physical location
- Race and ethnicity
- Social ties
- Socioeconomic status and income
- Technology and internet access
- Working conditions, including exposure to the elements

Inequity in our society means that some individuals are better able to respond to change or stressors than others. ~~Today~~Currently, different groups in Flagstaff have different levels of resilience, or ability to withstand challenges like a power outage, school closure, or a medical emergency. One's financial security, housing security, social network, job flexibility, or access to internet might impact their ability to adjust to

changes in circumstances. Already, low-income residents, communities of color, and Indigenous individuals disproportionately experience environmental harm and health impacts from pollution. Existing advantages and disadvantages will be exacerbated by the stresses, hazards and long-term shifts that result from climate change.

While Flagstaff takes action to reduce emissions and prepare for climate change, it must consider ~~vulnerable~~disproportionately impacted communities and pre-existing inequities. Flagstaff must ensure that those most at risk are protected and avoid negative impacts that would increase inequities. Flagstaff must also ensure that the benefits of climate action are equitably distributed across all groups, and that all groups can access climate programs. The City will work to advance community equity by analyzing all actions through an equity lens.

Specific strategies to ensure equity are detailed in the Equitable Systems target area. See page 54 for more information.

Relationships among the three goals

The three overarching goals of this Plan - mitigation, adaptation, and equity - are deeply interconnected. Since the framework of carbon neutrality is specific and quantitative in nature, attention to the numeric mitigation impacts has been spotlighted. However, the focus on mitigation to satisfy the quantitative framework should not overshadow these other goals.

In many cases, actions that reduce emissions often have adaptation and equity co-benefits. This can be particularly apparent when mitigation actions serve disadvantaged communities first while also increasing individual, family, and community resilience. For example, a large-scale effort to retrofit homes of low-income residents has the following benefits:

- Reduced energy demand, leading to reduced emissions (**mitigation**),
- Increased resilience of the homes, the community, and the energy infrastructure to withstand shocks (**adaptation**), and
- Improvements in affordability for the occupants, through greater comfort and lower monthly operating expenses of the homes (**equity**).

Home retrofits offer obvious benefits for all three goals. However, some mitigation actions offer few adaptation and equity co-benefits. These actions, with minimal benefits to adaptation and equity, should be given less emphasis and fewer resources. For example, transitioning to electric vehicles (EV) is a piece of the puzzle for lower emissions from transportation. However, too strong an emphasis on supporting EV adoption by individuals can be a distraction from more impactful, equitable strategies that would be accessible to the larger community and not only those who can afford a new electric car. Rather than thinking about how to subsidize getting another car on the road, electric or not, the City's focus and resources should prioritize transforming our community with infrastructure and policy to support biking, walking, public transit, and other forms of micro-mobility. This guidance is reflected in the framing and actions within this Plan's Target Areas related to transportation: Decreased Dependence on Cars and Electric Mobility.

The goals of equity and adaptation were used to evaluate all proposed mitigation strategies; actions with a high level of co-benefits will receive greater emphasis and more resources in Plan implementation. Going

forward, this Plan will be reviewed by an Equity Advisory ~~Committee~~Working Group, as will every subsequent annual update.

Climate action in Flagstaff will:

- **Produce co-benefits**
- **Rely on partnerships**
- **Prioritize incentives**
- **~~Be an iterative and adaptive process~~Iterate and adapt continuously**

11. CLIMATE ACTION IN FLAGSTAFF WILL PRODUCE CO-BENEFITS

In addition to reducing our emissions, carbon neutrality can lead to healthier air quality, more secure water resources, more accessible and affordable transportation options, and a more diverse and robust economy. A carbon neutral city is one where neighbors help neighbors, people have multiple options for getting around town, and families have access to clean air and healthy homes.

Climate action has extensive co-benefits that can improve quality of life in Flagstaff and strengthen our community. During Plan implementation, the City will prioritize actions that have multiple co-benefits, from resilience and equity to return on investment and improvements in health.

The table below describes some potential benefits of climate action:

Mitigation action	Benefits
A new FUTS path	Low-emissions ways to get to work Healthy ways to travel to the store or to see friends New opportunities for socializing and meeting neighbors
Energy efficiency retrofit in a local office building	Lower emissions from heating space and water Reduced energy costs Healthier indoor air quality
A new community garden	Lower emissions food Access to healthy and delicious food Mental, social and physical health improvement opportunities for neighborhood residents
Reduced parking requirements in a new apartment building	Less space dedicated to parking, leading to decreased stormwater impacts and increased walkability Reduced vehicle miles traveled

	Lower total cost of the apartment building construction, leading to lower cost of housing De-coupling of rent and parking fees, so that renters who do not need parking don't have to pay for it

12. CLIMATE ACTION IN FLAGSTAFF WILL RELY ON PARTNERSHIPS

This Plan illustrates what the City of Flagstaff will do to reach carbon neutrality. However, the City will not be able to achieve its goals without collaborating with residents, businesses, and organizations. The City will create high-quality and high-impact support for businesses and residents as we move towards carbon neutrality. Local, regional, federal, and state partnerships are necessary to move Flagstaff forward. ~~in the right direction.~~

- The City will engage residents and partner with community organizations to change behavior and develop creative local projects, to complement work on systemic shifts and policy change.
- While this Plan's strategies focus on actions the City can take, it highlights areas where legislative change is needed, and where community engagement can lead to positive climate and resilience impacts. The City looks forward to working with the state legislature to capitalize on opportunities for action, investment and benefits for all of Arizona.
- The Federal Government will be an important partner in climate action. The U.S. Government has set a goal to reduce greenhouse gas emissions by 50% by 2030 and to achieve 100% renewable energy by 2035.[9] Due to this Plan and its carbon neutrality goal, the City will be well-positioned to take advantage of federal programming and opportunities for investment.
- Regulatory organizations will also play a key role in shifting energy sources from natural resources (e.g., coal, oil, natural gas) to renewable and more sustainable options (e.g., solar, wind, hydroelectric, electric).
- Local businesses will be perhaps the City's most important partners when transforming our systems. Climate action creates jobs, and local companies can assist with taking rapid action. Examples of projects already creating jobs in Flagstaff include home weatherization, appliance electrification, rooftop solar installations and native landscaping projects. Larger opportunities might include infrastructure improvements to prepare for increased flooding, innovations in forest products, new bike trails and pedestrian crossings, and net zero building construction.

Flagstaff's Regional Institutions are Taking Climate Action

Climate action is a team sport. In 2022, leading institutions across Flagstaff made commitments to climate action or initiated climate planning processes.

- In April 2022, **Northern Arizona University** established a commitment to achieve carbon neutrality by 2030. NAU buildings contribute to more than 10% of Flagstaff's building-sector emissions, and so

[9] https://www.reuters.com/business/sustainable-business/exclusive-white-house-pushing-80-clean-us-power-grid-by-2030-2021-04-26/

NAU's efforts to reduce its emissions from campus operations and buildings will make it much easier for Flagstaff to achieve its goals.

- **Coconino County** has set an intention to develop a climate action and adaptation plan for the county.
- **Flagstaff Unified School District** will establish climate goals, a greenhouse gas emissions reduction target, and energy efficiency standards for new projects.

These climate commitments by pillars of our community will facilitate the achievement of Flagstaff's climate goals. Because of this leadership by our regional institutions, the City of Flagstaff will be able to focus funding and efforts on harder-to-decarbonize sectors like home retrofits, business support, and transportation.

The City of Flagstaff is working closely with these institutions to support their emerging climate action efforts. City staff serve on our partners' climate action committees, provide technical support, and share data and best practices. The City will continue to support our partners throughout each entities' climate action evolution and will work in lock step with them to capitalize on efficiencies, integrate efforts and encourage further community-wide climate leadership.

Climate Action Among Flagstaff Businesses

Economic health is an important aspect of climate action, and so collaboration with local businesses will be vital in implementing this Plan. City staff will provide support to businesses in decreasing their greenhouse gas emissions and adapting to expected climate changes, as well as creating a Business and Climate Working Group to improve communication between local businesses and the Sustainability Section, to ensure that the Section is appropriately providing support for local businesses.

Businesses across Flagstaff are taking climate action, and seeing results both in operational savings, community support and revenue. A few examples:

- Flagstaff is home to operations and retail locations of several national corporations that have goals to significantly reduce greenhouse gas emissions. Purina has corporate goals to achieve net-zero greenhouse gas emissions by 2050. REI and Walmart are part of the We Mean Business coalition working to reach net zero emissions by 2050, referenced on page 35.
- Rooftop Solar and Prometheus Solar, local Flagstaff companies, were selected by the Northern Arizona Solar Co-op to install solar for more than 80 households across Flagstaff, Sedona, and Coconino County. In partnership with the City, the Northern Arizona Coop was organized through Solar United Neighbors, a non-profit organization that seeks to increase the access and affordability of solar energy.
- Hotels across Flagstaff are taking climate action. The Flagstaff Drury Inn & Suites is the first LEED-certified hotel in Arizona. The DoubleTree by Hilton Flagstaff has already seen significant energy, water and waste savings from its environmental initiatives; Hilton , the global hospitality company, has committed to cutting its environmental impact in half by 2030, including a 60% reduction in emissions by 2030.

- W.L. Gore & Associates, a large Flagstaff employer, has set a corporate goal to reduce their greenhouse gas (GHG) emissions from manufacturing sites and offices by 60% 2030, and work towards carbon neutrality by 2050.

These are just a few examples of the many Flagstaff businesses working to reduce their impact and create climate solutions.

The City will work to partner with local businesses to learn about barriers and opportunities, and help them to ramp up their climate action efforts. The City will encourage businesses, institutions and even individual households to set their own carbon neutrality goals and create plans for how to get to net zero GHG emissions. The City can lend support, share resources, create connections to help share lessons learned opportunities, and highlight success stories. A carbon neutral Flagstaff will be a community effort, buoyed by the efforts of residents, businesses and organizations all working on their own carbon neutral journeys.

13. CLIMATE ACTION IN FLAGSTAFF WILL PRIORITIZE EDUCATION AND INCENTIVES

The City of Flagstaff will not be able to reach carbon neutrality alone – as discussed elsewhere in this document, many actors are needed to reach our climate goals. The City will seek to encourage behavior change like it works to shape behaviors in many different areas, from water conservation to courteous driving to recycling and shoveling snow off sidewalks. The City supports community oriented behavior through multiple approaches – from, encouragement campaigns on social media, educational events, to incentives and mandated codes.

The City will fist provide educational resources, incentives, and behavior change programs to encourage community members to take climate action. In some instances, it may make sense to set minimum standards that provide wide community benefits, through City codes or ordinances. The City's pursuit of carbon neutrality will use education and incentives as a first step towards behavior change whenever possible.

Residential energy use provides an instructive example. ~~Today~~Currently, the City works to reduce emissions and expenses from residential energy use through a multi-pronged approach:

- Encouragement via social media and public events.
- Education through tips and resources on the City's energy web site.
- Support through the free Home Energy Efficiency workshop series, which is offered both live and at-your own pace, and in both English and Spanish, and provides attendees with a free bag of supplies to make small changes in their own homes.
- Incentives for energy efficient appliance upgrades via the Home Energy Retrofit Rebate Program.
- Minimum energy efficiency standards through building codes for new buildings.

The City will use this multi-pronged model to develop programs that help residents and businesses reduce their emissions, relying first on education, engagement, and incentives to facilitate action and behavior

change. When larger scale changes are needed that provide significant benefits to health, safety and welfare and build a stronger Flagstaff, the City will look to code changes and ordinances.

14. CLIMATE ACTION IN FLAGSTAFF WILL ~~BE AN~~ ITERAT<u>E</u>~~IVE~~ AND ADAPT~~IVE~~ <u>CONTINUOUSLY</u>~~PROCESS~~

The climate emergency is an evolving state, with the possibility for new challenges and opportunities. The pace of change is accelerating, and technologies are rapidly advancing. The coming years will see improved batteries and new approaches to carbon sequestration. Changes in federal and state policies can be expected, as well as shifts in markets and significant cost reductions. Conditions on the ground are changing as well: Flagstaff's monsoons are more variable, wildfire patterns are shifting, and our community is adjusting as housing, employment opportunities and tourism evolve.

Accordingly, the Carbon Neutrality Plan must be a **living document** – grounded in core principles but flexible in its approach. To reflect changing conditions and an expanding knowledge base, the Plan is a framework for action, not a detailed list of exact actions that the City of Flagstaff will take. This framework provides the broad strategies the City will undertake to achieve carbon neutrality: the strategies of decreasing dependence on cars and using clean electricity, for instance, illustrate the general direction that Flagstaff must go.

Achieving the target of climate stabilization has often been compared to the Moonshot target of the 1960s, though with considerably higher stakes. Similar to this effort, there was less than a decade to act and when President Kennedy declared in 1962 that "we choose to go to the moon this decade and do the other things…" Similar to this effort, when Kennedy made his speech it was acknowledged that "To be sure, we are behind, and will be behind for some time in manned flight. But we do not intend to stay behind, and in this decade, we shall make up and move ahead." Nobody at the time could say *exactly* how the goal would be achieved – it was known that we would need to learn things that were at the time unknown, that a preliminary plan would be developed but that the plan would need to constantly evolve. And while it may not have been known *exactly* how we would get there, setting and committing to the goal spurred the action, innovation and investment that was necessary to make it happen.

How will this living document work?

- The City will continuously work with the community during Plan implementation. There will be a continuous loop for feedback, development, refinement, and adjustment. City staff will regularly communicate with the City Council, the Flagstaff community, and local organizations to provide updates on our work and solicit feedback.
- This Plan will be available in an online format for easy review of its strategies and actions.
- This Plan will be updated on an annual basis to allow for shifts in tactics, capitalizing on new technologies, opportunities and creative partnerships to meet the City's goals. This annual process will provide for increased transparency so the public is informed of how the City's actions are evolving and can provide feedback to influence the City's work. Note: This document was updated in December 2022, as part of the inaugural revision process.

Carbon neutrality is a goal that will involve creativity, learning, and leadership, in addition to continual adjustment to adapt to new obstacles and opportunities. The City will keep the community involved in this iterative process, through regular communications, community conversations to assess priorities and address tensions, and annual reporting.

III. IMPLEMENTATION

IN THIS CHAPTER:

1. Flagstaff's mobilization will be guided by the Climate Emergency Declaration
2. Priority action steps: years one through three
3. City of flagstaff actions needed
4. Advancing state policy
5. Community actions
6. Community engagement and education
7. Accountability
8. Funding

FLAGSTAFF'S MOBILIZATION IS GUIDED BY THE CLIMATE EMERGENCY DECLARATION

The Climate Emergency Declaration outlines the following priorities for the mobilization of resources. These priorities will guide the implementation of this Plan.

The City of Flagstaff will:

- Dramatically increase its **ambition** to combat climate change through **bold action.**
- Ensure this mobilization effort is City-wide, spanning all sectors of the Flagstaff **economy and community.**
- **Prioritize appropriate funding** for the implementation of climate goals and action.
- **Engage and educate** our residents about the current climate emergency and inspiring action, **especially Flagstaff's youth**.
- **Strive for full community participation and leadership** by residents of Flagstaff, community organizations and other allies.
- Keep the concerns of **vulnerable and historically underserved communities** central to all climate emergency mobilization efforts and facilitate their active participation in this work.
- Develop and reinforce **respectful collaborations** with surrounding Tribal nations, traditional agricultural communities, regional governments, the State of Arizona, and the U.S. Government.
- Prioritize adaptation and mitigation **in all City decision-making processes**.
- Prioritize the creation of **high-quality, good-paying jobs** with comprehensive benefits for those who will be impacted by this transition.

PRIORITY ACTION STEPS: YEARS ONE THROUGH THREE

Below are initial action steps to implement this Plan.

Items that are bolded have received funding. Items with an asterisk (*) are items that have been applied for funding. The implementation of other actions will depend on funding and policy decisions in the next year.

Target Area	Initial action steps
Community Resilience	Expand the Flagstaff HEPA Purifier Program
	Expand the Resilient Neighborhoods Network
	Incorporate of adaptation elements into the CNP
	Support community-led resilience project through the Neighborhood Sustainability Microgrant Program
Equitable Systems	Launch a wood stove rebate program*
	Launch youth Advisory Committee
	Launch Equity Advisory Committee
	City leadership racial equity trainings
Decreased Dependence on Cars	**Adopt and implement the Active Transportation Master Plan**
	Launch the protected bike lane pilot
	Improve City of Flagstaff codes and regulations to allow for more infill housing and greater density
	Analyze and update City of Flagstaff street engineering standards to consider how street design affects travel choices and contribute to greenhouse gas (GHG) emissions
	Analyze and update the City of Flagstaff traffic impact analysis process to incorporate consideration of GHG emissions and transportation demand management analysis
	Policy changes to remove barriers and incentivize accessory dwelling units (ADUs)
	Analyze and reduce or remove parking requirements
	Adopt and implement the 2021-2031 Flagstaff Housing Plan
	Adopt an air quality protection ordinance for idling and loading zones
Electric Mobility	Facilitate an E-bike collective purchasing cooperative
	Launch new micro-mobility share program
	Provide 14 new EV charging stations at City of Flagstaff facilities
	Adopt a City of Flagstaff electric vehicle procurement policy
	Complete an audit of City of Flagstaff policies

Clean Electricity	**Facilitate a solar panel purchasing co-op for businesses and residents**
	Install solar and battery back-up power microgrids for Flagstaff fire stations*
	Develop and install a solar project at Red Gap Ranch
Fuel switching	Develop a building electrification information hub website
	Provide electrification incentives for homes and businesses
	Highlight businesses and residents successfully electrifying buildings
Reduced Building Energy Use	Launch a residential energy efficiency retrofit incentives*
	Refine and expand the residential energy rebate program
	Provide small business energy efficiency building retrofit incentives
	Launch a Building Code Advisory Group
	Complete an energy audit of City of Flagstaff buildings
	Implement energy retrofits and conservation projects identified by the energy audit
	Update the Sustainable Building Resolution for City of Flagstaff buildings
	Implement a City of Flagstaff electricity rate optimization program
Sustainable Consumption ~~and Waste Management~~	**Launch the pay as you throw recycling and trash collection pilot**
	Launch Community compost drop-off pilot
	Expand the Neighborhood Sustainability Grant program
	Transition the Materials Recovery Facility (MRF) to a transfer station
Carbon Dioxide Removal	Carbon dioxide removal feasibility analysis
	Develop or support a pilot carbon dioxide removal project in Northern Arizona
Partnerships	Launch a Business Sector Advisory Committee
	Finalize the new NAU Climate Action Plan
	Design and deliver business support tools to assist with advancing climate action
	Recognize local businesses showing climate leadership
Internal City of Flagstaff actions	Develop and encourage a City of Flagstaff Remote Work Policy
	Develop a long-term investment plan for carbon neutrality goals and avoided cost for City Council consideration
	Consider developing a climate bond for voter approval

CITY OF FLAGSTAFF ACTION NEEDED

Flagstaff City Council

The success of this Plan is contingent on the Flagstaff City Council continuing to demonstrate leadership on climate action. Plan implementation also relies on continued public support for climate action.

The Flagstaff City Council will have oversight responsibility for this Plan. They will receive annual updates on Plan progress and make policy decisions, budgetary appropriations, and workplan approvals that will facilitate implementation.

Actions specific to the Flagstaff City Council include:

- Identify goals for the upcoming City Council term that will support Plan implementation.
- Identify City Council budget priorities to support Plan implementation.
- Identify state and federal legislative priorities that support the goals of the Plan and enable implementation of Plan strategies and actions.
- Create policies that reflect the ambition, urgency and need for transformative change required by Flagstaff's Climate Emergency Declaration and its carbon neutrality goal.
- Provide leadership in community conversations around the tensions among competing priorities. See the discussion of balancing tensions on Page 28.

City Leadership

For a city to achieve carbon neutrality, it is critical that every part of the municipal organization is involved in implementation. Leaders at the City of Flagstaff—from the City Manager's Office to division directors and individual supervisors—must proactively consider climate action when conducting City operations.

The City Manager's Office will actively support the Council's climate commitment by requiring the involvement of all City divisions in Plan implementation. Opportunities to incorporate climate action into internal decision-making processes include:

- The budget process
- Procurement decisions
- Division strategic planning
- Facility management

ADVANCING STATE POLICY

The Biden administration has committed to a historically ambitious climate agenda. This will likely result in a profound shift in U.S. federal climate policy, exemplified by the Inflation Reduction Act passed in 2022 – the single largest investment in climate action in U.S. This shift is critical, as it is not possible to address the climate challenge without federal leadership, and time is running out to avert catastrophic levels of global warming.

At the same time, state-level climate action will remain essential. History has shown that even an engaged U.S. federal government faces obstacles to progressive regulatory and legislative action. In the face of federal gridlock and inaction, state and local governments have played a crucial role in advancing climate action, reducing greenhouse gas emissions, and supporting the continued maturation of key low-carbon technologies.

Greater collaboration across Arizona is needed in order to advance local and federal climate commitments. The City will continue its work with Arizona cities and tribes to develop state-wide climate policies that ensure equitable access to resources, clean energy, climate related quality jobs, healthier air quality, more secure water resources, affordable transportation options, and a more diverse and robust economy.

COMMUNITY ACTION, ENGAGEMENT AND EDUCATION

Community organizing, leadership, activism and enthusiasm led to the Climate Emergency Declaration. Sustained community energy and action will be needed to achieve carbon neutrality in an equitable manner to build a stronger Flagstaff.

This Plan outlines actions that the City of Flagstaff will take to reach carbon neutrality. However, carbon neutrality will require transformational change across our community, and City actions alone will not be sufficient. Action by residents across the community will also be needed. To reach more people, the City will encourage and provide resources for those who are working in their own businesses, schools, and neighborhoods to take climate action as our community works to reach carbon neutrality. The City of Flagstaff will work with many different parties to encourage, support, and activate all segments of the Flagstaff community to take individual, daily actions that contribute to the goals of reducing community greenhouse gas (GHG) emissions, and increasing community resilience and equity.

The City will work with community partners to build capacity and encourage climate action in the community on a daily basis, through social media platforms, events, community conversations, volunteer opportunities, and training. Distinctive opportunities for action include:

- **Highlights of Climate Leaders**: The City will raise up local businesses, schools, and organizations that are taking climate action and developing their own plans to reach carbon neutrality. The City will support those who want to take climate action by providing resources and areas of action.

- **Ideas for Action**: The City will provide information to residents on the best ways to get involved in carbon neutrality. The City will provide extensive information on actions such as: electrifying home appliances, taking trips without personal vehicles, completing energy efficiency retrofits, and decreasing the amount of trash sent to the landfill.
- **Climate Education**: The City will continue designing and providing climate change curriculum for teachers to encourage youth participation in climate action. Additionally, the City will continue to provide and enhance climate-oriented educational programs, building off of the existing Home Energy Efficiency 1010 workshop, the Flagstaff Climate Ambassadors training, and the Sustainability Leaders program.

ACCOUNTABILITY

Accountability will be ensured through consistent and transparent reporting to the community and the Sustainability Commission, which will monitor implementation progress.

A living document

This section presents a structure for ongoing monitoring, evaluation and reporting on Plan progress. Investing in data collection and consistent reporting increases transparency and is a key aspect of implementation. City staff will regularly track and report on Plan indicators, greenhouse gas emissions and notable progress on implementing strategies.

Reporting

The City of Flagstaff has been annually monitoring and reporting both municipal and community greenhouse gas emissions since 2008. These inventories provide insight into Flagstaff's progress and trends in emissions. The City will continue to update the municipal and community greenhouse gas inventories on an annual basis.

Regular reporting will ensure transparency and continued progress. City staff will measure progress on key performance indicators and report to the community regularly. On an annual basis, the City Manager will request that City staff produce a Plan progress report that includes:

- Progress of each Plan strategy.
- Key performance indicator updates, including an annual greenhouse gas inventory.

Evaluation

The Flagstaff City Council and the Sustainability Commission will evaluate the progress of Plan implementation on an annual basis through review of the annual Carbon Neutrality Plan progress report. Informal progress reports will be provided by City Staff at regular Sustainability Commission meetings.

The Social Cost of Carbon

As discussed within the Climate Change in Flagstaff section (page 156), the recent acceleration of climate change is largely attributed to burning fossils fuels and the subsequent release of greenhouse gases into Earth's atmosphere. Climate change poses severe adverse long-term consequences for all sectors of society, including but not limited to disruption of the food supply, higher societal expense for human health, and broad environmental degradation. The damages caused by emitting greenhouse gases are not reflected in the price of fossil fuels or the products powered by them, thus creating externalities, or impacts that are external to any accounting within the economic system.

Climate change is a market failure that burdens society with the costs associated with greenhouse gas emissions while the benefits are accrued by those burning fossils fuels, including the City of Flagstaff. In order to address and correct this market failure, the social cost of carbon (SCC) can be utilized by the City. The social cost of carbon is an estimate, in dollars, of the damages that would result from emitting one additional ton of greenhouse gases into the atmosphere. The SCC puts the effects of climate change into economic terms to help policymakers and other decision-makers understand the economic impacts of decisions that would increase or decrease emissions. Emissions-related damages are expected to occur many decades into the future. However, those damages must be represented using present-day dollar values. The SCC therefore represents the present value of future harm, and the estimated dollar value must be discounted through a specific discount rate.

The City of Flagstaff can incorporate the SCC into its practices to better account for environmental and social concerns when making financial decisions. The prevailing trend for cities and states that move to consider and account for their greenhouse gas emissions is to incorporate a proxy carbon price into their decision making. A proxy carbon price includes the SCC as a hypothetical cost within large, highly-carbon intensive financial decisions. This shadow price will help the City identify and prioritize low carbon production methods, which ideally will become more cost-effective over time. If greenhouse gas emissions were priced to reflect their total cost to society, economic efficiency could be reached through the profit-maximizing behaviors of emitters and consumers. The proxy carbon price would also help the City of Flagstaff ensure that long-lived projects and procurements would become increasingly "future-proof" when it comes to potential future carbon legislation. By considering the social cost of carbon through a proxy carbon price, the City can future-proof their investments against future carbon prices, save money across the lifecycle, avoid locking in long-term emissions, alleviate the burdens of greenhouse gases placed unfairly onto society, and send a clear signal that the City takes efficiency and GHG emissions seriously.

FUNDING

Financial investments are necessary for Flagstaff to reach carbon neutrality. Investing in climate action throughout Flagstaff has many benefits, financial and otherwise. The benefits of adaptation include the costs we avoid by reducing or averting the negative local impacts of climate change, while mitigation helps us avoid damage from larger changes in the climate. Climate action can also be used to strengthen local businesses, support ~~vulnerable~~disproportionately impacted community members, and improve quality of life.

Funding for the implementation of Plan strategies will need to come from within the City budget, agency grants, and new revenue sources. Some actions in the Plan require capital investment in City infrastructure. Others will require increases in annual operating budgets. Some actions are potential candidates for state, federal, or foundation funding.

Funding options include:

- Increase~~s~~ to existing City fees on certain activities, such as increasing the Environmental Management Fee.
- ~~Propose a~~A new sales tax that would have to be approved by voters, similar to how Cities pay for road projects, municipal buildings, and other large city investments.
- ~~Issue b~~Bonds, a mechanism for the City to pay for large infrastructure projects.
- ~~Apply for g~~Grants and incentives from the federal government.
- Funding from community partners, ~~and~~ private organizations or foundations.
- Allocate~~ion~~ of City resources to climate-focused initiatives.
- Establish~~ment~~ of a local emissions reduction fund, to allow individual donations to fund emissions-reducing projects.

Community investment needed

To achieve the goals of this Plan – and to secure a safe climate for future generations – the Flagstaff region will need to invest in the future of our community.

The City of Flagstaff worked with national experts in climate financing to develop this investment estimate. The financial analysis quantified funding needs and considered the following aspects for each of this Plan's major emissions reduction initiatives:

- Metric Tons
- Carbon Dioxide Equivalent (MTCO2e)
- Investment required
- Cost per MTCO2e
- Revenue expected
- Net investment
- Net investment per MTCO2e

Investments to achieve carbon neutrality	
Projected **investment** to reduce 857,039 metric tons of carbon dioxide emissions (MTCO2e)	$ 600,000,000
Projected **community benefits**	$ 622,000,000
Net community benefit	$ 22,000,000

Key considerations for this projection:

Community investment

- The investment in carbon neutrality will be supported by many actors; financial resources may come from the federal government, the City of Flagstaff, or private funding sources. Multiple funding streams will be involved in incentivizing climate action across the community. While this $600M figure represents an initial estimate of the cost to the City of Flagstaff, it does not presume the sources of funding (i.e. federal funds from the 2022 Inflation Reduction Act). Furthermore, this cost could decrease due to third party programs that provide resources directly to residents and businesses, or other programs that support climate action without City involvement.
- This initial estimate is likely to change as the federal and state policy landscapes change, as technologies and financing strategies advance, and as the City fine-tunes its implementation plans.
- The investment projection includes projects that achieve many other community priorities:
  - Infrastructure defined in the Active Transportation Master Plan - $200 million
  - Landfill gas capture - $12 million
  - Improved recycling and expanded composting - $20 million
  - City fleet electrification - $3 million
- Large projects with positive economic and jobs impacts comprise more than half of the investment:
  - Clean energy projects - $39 million
  - Electrification rebates and bulk buys - $105 million
  - Deep energy retrofit programs - $157 million
  - Carbon dioxide removal - $47 million
- This estimate is similar to the carbon neutrality investments envisioned by Flagstaff's peer cities. For example, Ann Arbor, Michigan's A2Zero Plan for Carbon Neutrality is estimated to cost $1,056,000,000 to reduce 2,188,950 MTCO2e. Ann Arbor's cost per MTCO2e is lower than Flagstaff's due to legal limitations in Arizona – for example, community choice aggregation is a cost-effective strategy that is not available in Arizona due to state legislation.

Community benefits

- The community benefit figure is made up of projected **fiscal benefits**, or direct financial savings. Fiscal benefits include the monthly savings on utility bills due to energy efficiency – a return on investment that benefits the City (for municipal buildings), a business, or a homeowner.
- The numbers do not include **indirect benefits** such as public health improvements, greenhouse gas emissions reductions, home safety, equity, resilience, and livability.

IV. THE PATH TO CARBON NEUTRALITY

To reach carbon neutrality, we will take action in 15 target areas:

Neighborhoods

- Community Resilience
- Equitable Systems
- Decreased Dependence on Cars
- Housing for All
- Inclusive Recreation

Energy

- Electric Mobility
- Clean Electricity
- Building Fuel Switching

Consumption

- Reduced Building Energy Use
- Sustainable Consumption
- Water Security

Commitments

- Healthy Forests and Open Spaces
- Health and Safety
- Economic Prosperity
- Carbon Dioxide Removal

ABOUT OUR TARGET AREAS

This Plan defines ~~nine~~ fifteen target areas of action to reach carbon neutrality. The first two target areas – **Community Resilience** and **Equitable Systems** - reflect overall goals that need to be incorporated into all actions outlined in this plan.

~~The following s~~Six target areas focus on reducing emissions through *prevention*: **Decreased Dependence on Cars**, **Clean Electricity**, **Building Fuel Switching**, **Electric Mobility**, **Reduced Building Energy Use,** and **Sustainable Consumption** ~~**and Waste Management**~~.

Six target areas focus on adapting to climate change and building community resilience: **Housing for All, Inclusive Recreation, Water Security, Healthy Forests and Open Spaces, Health and Safety, and Economic Prosperity**.

The last target area, **Carbon Dioxide Removal**, aims to balance community emissions by *extracting and storing* carbon dioxide from the atmosphere.

These target areas are deeply interconnected, with some even being required to unlock the power of others. We will examine these connections further in the sections that follow

Target Area Structure

Each of the ~~nine T~~target ~~A~~areas follow the same structure:

- A "Flagstaff will" statement, describing our vision for action in this area.
- What it means
- How we'll get there
- Equity and Adaptation Considerations
- Goals
- Strategies
- Opportunities for action: these provide examples of how the City may achieve this strategy and contribute to the target area's goals. These are provided as EXAMPLES only, to illustrate what actions to active this strategy would look like.
- Legislative change: these areas provide information about legislative policy changes needed at the state or Federal level to support the achievement of the target area goals.
- ~~Connections to the 2018 Climate Action and Adaptation Plan.~~

PRIORITY ONE: WE WILL STRENGTHEN OUR NEIGHBORHOODS

- Community Resilience
- Equitable Systems
- Decreased Dependence on Cars
- Housing for All
- Inclusive Recreation

Community Resilience

Flagstaff will increase our ability to anticipate, accommodate, and positively adapt to and thrive amidst changing climate conditions or hazard events while enhancing quality of life, reliable systems, economic vitality, and conservation of resources.

WHAT IT MEANS

Resilience is a community's ability to thrive amidst change. It involves a community's anticipation of and preparation for changing conditions, whether that is short term stressors like a wildfire or severe weather, or longer-term changes like declines in forest health or shifts in the Flagstaff housing market. Resilience requires that communities analyze their vulnerabilities against expected or possible changes, and then proactively adapt to these changing conditions or hazards in a way that actually *enhances* quality of life and builds reliable systems and economic vitality, social cohesion, and resource conservation. Resilience is often grouped with a similar concept, adaptation.

Resilience is reflected in this Plan's overarching adaptation goal:

Goal 2: **Prepare the City's communities, systems, and resources to be more resilient to climate change impacts.**
This preparation will help the City and its residents to be better equipped and prepared to handle both short-term shocks (such as flooding or a wildfire) and long-term change (such as rising housing prices or reduced snowfall). A resilient community is one that can bounce *forward* after a challenge, not only recovering but improving on the status quo.

HOW WE'LL GET THERE

Building community resilience is a long-term process that requires assessment, investment, and relationships building within communities. The City will work in the following areas to build adaptive capacity:

- **A vulnerability analysis** will help the City better understand the extent to which climate changes will affect Flagstaff and different ~~populations within our~~ community groups. The City will build off of the vulnerability assessment and climate profile completed for the 2018 Climate Action and Adaptation Plan.
- **Resilience planning** will work across broad stakeholder groups to address the vulnerabilities identified in the vulnerability analysis. This will involve work across City divisions and existing Plans.
- **Education** about the impacts of climate change is a vital aspect of community resilience. The Climate Emergency Declaration calls for education of all Flagstaff residents as well as a focus on

youth education around the impacts of climate change and the actions we can take as a community.

- **Community workshops** with residents and businesses can help community members to better understand Flagstaff's vulnerabilities and risks, and how they can help strengthen their homes, businesses, and neighborhoods.
- **Partnerships** strengthen our community cohesion and capacity for response. There are a variety of opportunities for partnership on resilience initiatives. Other City of Flagstaff departments, like the Fire Department and Water Conservation, will be important partners in building community resilience. Additionally, community organizations and neighborhood groups provide interaction between residents that helps foster the sense of community needed in building resilience.

The activities above will help Flagstaff build capacity, sense risks, respond to disruption, learn and transform – all elements of a resilience engineering approach proposed by Erik Hollnagel – see Figure 6 below. Flagstaff will undertake resilience-building as an ongoing project, continually adjusting as conditions change and our knowledge grows.

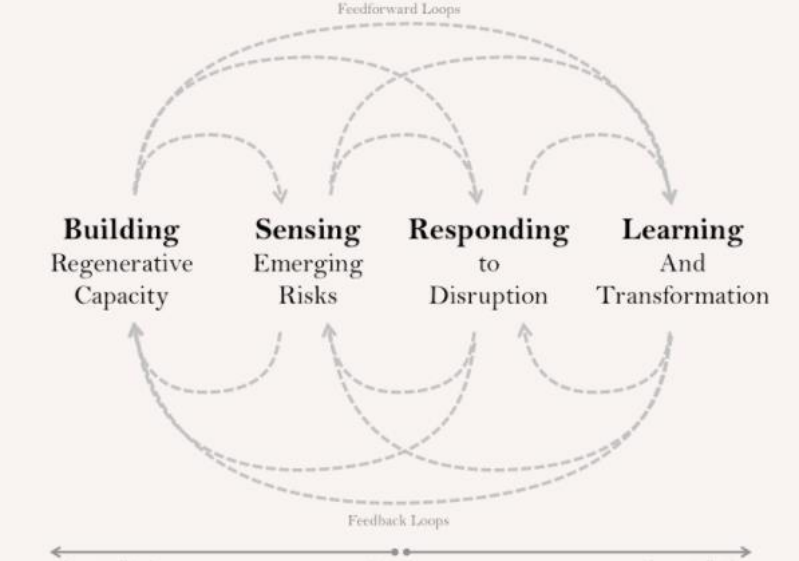


Figure 6: The feedback loops involved in resilience building. Image Credit: Erik Hollnagel

EQUITY AND ADAPTATION CONSIDERATIONS

Equity is interdependent with adaptation and resilience: an equitable community must be adaptable and resilient, in order to ensure well-being for residents through stressors and change. A resilient community must be equitable, because if some residents are disproportionately ~~vulnerable~~ impacted or unable to thrive amongst change, the overall community suffers.

As the City works to increase resilience and prepare for change, the City must look to include residents from all groups. ~~Vulnerable~~Disproportionately impacted communities often have less ability to adapt to sudden changes or stressors –low-income families may have little disposable income to use if evacuation is needed for wildfires, or a person whose disability prevents them from driving may have difficulty navigating the streets during severe storms. The City should analyze community vulnerabilities and how they relate to resilience and preparedness, and consider ~~vulnerable~~disproportionately impacted communities first for programs that improve our ability to thrive.

STRATEGIES TO ACHIEVE COMMUNITY RESILIENCE

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

Opportunities for action:

1. Analyze each climate action that the City takes through an adaptation lens, to ensure that mitigation actions do not decrease Flagstaff's ability to respond to stressors and thrive in the future.

CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Opportunities for action:

1. Host community adaptation forums to discuss expected climate change impacts and how to prepare.
2. Implement and increase involvement in the Resilient Neighborhoods Network to encourage and reward neighborhood-level resilience building.
3. Expand the Flagstaff HEPA Purifier Program to increase resilience to smoke and low air quality, especially for the most ~~vulnerable~~disproportionately impacted.
4. Incorporate adaptation-oriented actions from the 2018 Flagstaff Climate Action and Adaptation Plan into this Carbon Neutrality Plan.
5. Incorporate climate change adaptation principles into various other City plans, like the Flagstaff Regional Plan and the Utilities Integrated Master Plan.

Five additional target areas discuss specific ways to further community resilience:

- Housing for All – page 70
- Inclusive Recreation – page 77
- Healthy Forests and Open Spaces – page 121
- Health and Safety – page 132
- Economic Prosperity – page 141

~~**Connections to the Flagstaff 2018 Climate Action and Adaptation Plan:**~~

~~Overarching goal 2: Prepare the city's neighborhoods, systems, and resources to be more resilient to climate change impacts.~~

Equitable Systems

Flagstaff will ensure the fair and just distribution of the benefits of climate action and strive to reduce the unequal burdens created by climate change.

WHAT IT MEANS

Equity is defined as the just distribution of the benefits of climate protection and alleviation of unequal burdens created by climate change. This plan defines ~~vulnerable~~disproportionately impacted communities in Flagstaff within the Approach chapter of this Plan on page 32.

Acting equitably requires identifying ~~vulnerable~~disproportionately impacted communities, analyzing impacts on these communities, and proactively working to protect them from negative impacts of climate change. These communities contribute the least to greenhouse gas emissions but suffer the greatest effects of climate change and its turbulent impacts. Historical and political systems play a significant role in creating this disparity and will not be easily dismantled.

Equity is an overarching principle that must be integrated into the implementation of this Plan. These principles are located in the *Our Neighborhoods* action umbrella because the necessary changes are not limited to one sector. They must be community-wide, integrated throughout our neighborhoods and the way we do business.

Equity is reflected in the third overarching goal of this plan:

Goal 3: **Address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.**
Climate change disproportionally impacts communities of color and low-income neighborhoods. These communities contribute the least to greenhouse gas emissions but suffer the greatest effects of climate change and its turbulent impacts.

HOW WE'LL GET THERE

Considering equity when implementing carbon neutrality goes beyond merely distributing resources equally. Providing equitable access requires meeting community needs in the context of existing vulnerabilities and inequalities. Equity is a guiding principle throughout the Plan implementation process through the following practices:

- Design policies and programs that serve disadvantaged communities first. Target policies and programs at communities experiencing high pollution burdens, low-income, poverty, health issues, and exposure to climate hazards.
- Engage with the community. Proactively engage community leaders on an ongoing basis.
- Use the "operationalizing equity checklist" of the 2018 Flagstaff Climate Action and Adaptation Plan when implementing actions.

Ensuring that participation in climate action is accessible to the entire Flagstaff community will require considering equity in policy, outreach, and infrastructure development. City staff will work to involve diverse community voices from the start of any new initiative and will track progress towards advancing equity.

The most effective climate initiatives achieve greenhouse gas emissions reductions, reduce vulnerabilities, and serve disadvantaged communities. Taking climate action can create opportunities for underserved communities and accelerate the development of market-based solutions. For example, some cities have begun selling used electric fleet vehicles to members of their communities to ensure lower-cost electric vehicles are available to a wider spectrum of the community.

It is also possible that climate action strategies may lead to adverse, unintended impacts. For example, improving bike lanes and adding open space could increase the speed of gentrification and displacement, while additional City fees could add new burdens for low-income communities. The potential for unforeseen impacts to the community will be considered during Plan implementation, and efforts will be made to anticipate and address any such impacts or burdens as they arise.

The City will rely on the concept of **targeted universalism** – defined as "setting universal goals pursued by targeted processes to achieve those goals. Within a targeted universalism framework, universal goals are established for all groups concerned. The strategies developed to achieve those goals are targeted, based upon how different groups are situated within structures, culture, and across geographies to obtain the universal goal. Targeted universalism is goal oriented, and the processes are directed in service of the explicit, universal goal."[10] Target universalism involves supporting the needs of specific groups, in order to achieve our overall goals. Flagstaff will use a targeted universalism approach to ensure that ALL groups can benefit from climate action, from the most underserved populations to the general population.

To further the goals of the Climate Emergency Declaration, the City will dive deep into equity and resilience over the next year. We will host conversations with the community about these elements of climate action, and how we can create systems of accountability as we implement our carbon neutrality goals.

EQUITY AND ADAPTATION CONSIDERATIONS

Adaptation is incredibly important to building equitable systems. Adapting to and preparing for climate change will make Flagstaff more equitable by decreasing the negative impacts of climate change for all residents, and especially for the most ~~vulnerable~~disproportionately impacted. If equity is advanced

[10] https://belonging.berkeley.edu/targeteduniversalism

without consideration for future changes and setting the foundations for resilience, the gains in community equity could be lost during a short-term event or over time as the community faces widespread change.

STRATEGIES TO ACHIEVE EQUITABLE SYSTEMS

ES-1: Incorporate equity as a foundational element of every climate action the City develops and implements.

Opportunities for action:

1. Analyze each climate action through an equity lens, to ensure that mitigation actions (1) do not have detrimental effects on Flagstaff's ~~vulnerable~~ underserved populations; (2) are targeted to serve vulnerable community members, and therefore are accessible to the larger community; and (3) distribute the benefits of climate action equitably~~e~~.
2. Provide equity training opportunities for City staff and leadership.

ES-2: Proactively engage community members on an ongoing basis.

Opportunities for action:

1. Launch an equity advisory committee to provide feedback on the City's climate action programming and engagement strategies.
2. Host community conversations to identify and begin to address community vulnerabilities and how different groups are at risk as a result of climate change.
3. ~~Provide information on what residents can do to reduce their carbon footprints and how their households can be more resilient.~~Engage the community in conversations to increase awareness of climate risks, climate impacts, and ways people can take action.
4. Support ~~the development of~~ neighborhoods in strengthening relationships and resilience~~,y groups.~~
5. Support ~~Train~~ K-12 teachers in ~~on~~ teaching climate change ~~science and~~ curriculum and provide in-school lessons on climate change and climate action.
6. ~~5.~~ Develop opportunities for youth engagement and leadership in climate action.

Commented [JN4]: Actions 3, 4 and 5 are from the CAAP - Public Health Target Area. Tracked changes are the edits from the CAAP version.

Commented [JN5]: Action 6 is new.

ES-3: Design targeted climate policies and programs to serve disproportionately impacted ~~vulnerable~~ communities first.

Commented [JN6]: This strategy was changed to utilize more constructive language – 'vulnerable communities' is vague and obscures structural issues. 'Disproportionately impacted' now replaces this term in most instances throughout this document.

Opportunities for action:

1. For each climate action, identify ~~vulnerable~~disproportionately impacted communities that the programming is targeted to serve, as well as any barriers to accessing both City programs and the benefits of the action.

ES-4: Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

Opportunities for action:

1. Build relationships with organizations and community leaders serving ~~vulnerable~~disproportionately impacted communities.
2. Identify areas where ~~vulnerable~~disproportionately impacted groups have already been affected by climate change, and where gaps in trust might exacerbate existing disparities in the community.

The Lived Black Experience in Flagstaff

In 2020, the Lived Black Experience CommUnity Coalition hosted a series of community dialogues to highlight the experiences of black residents of Flagstaff and create and to build a strategic framework for truth, justice, and racial reconciliation.

The Lived Black Experience Strategic Plan highlights the need for greater engagement and work to address the needs and concerns of Flagstaff's Black community. The Plan begins by recognizing past and current narratives:

> "Where does the story of Black Flagstaff begin? The answer to this seemingly simple question is complicated by decades of lost or forgotten history, conflicting narratives, and a marked lack of engagement with the stories of Black Flagstaffians whose legacies speak of the enduring capacity for hope, the richest pursuits of positive change and cultural unity among the poorest citizenry and oft-forgotten neighborhoods."[11]

[11] Access the Flagstaff's Lived Black Experience Strategic Plan at https://www.southsideflagstaff.com/black-lived-experience-town-halls

This statement reflects the need for engagement with Flagstaff's underserved community members and community leaders. Community outreach and relationship building is a necessary part of climate action and achieving our goals. The City will work to incorporate the recommendations of the Lived Black Experience Strategic Plan into the implementation of this Carbon Neutrality Plan.

The City will look to build relationships with other underserved community groups and access similar resources to shape its policies and programming.

Decreased Dependence on Cars

Flagstaff will transform our transportation and land use systems so that we depend far less on cars, reducing vehicle miles traveled (VMT) and shifting trips to walking, biking, and the bus.

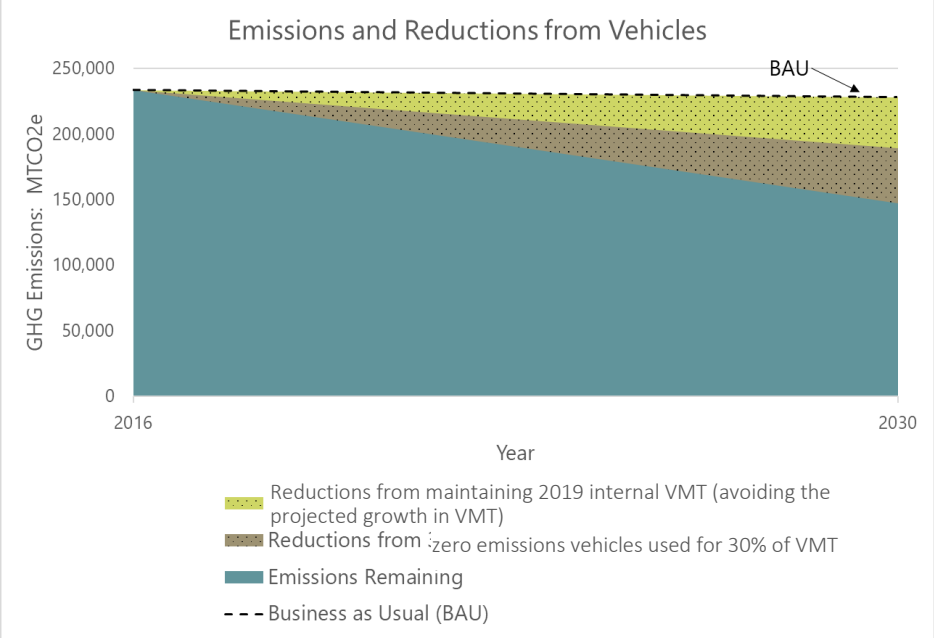


Figure 7: Projected emissions reductions from electric mobility and decreasing dependence on cars, compared to the emissions in the business as usual scenario..

WHAT IT MEANS

Reductions in greenhouse gas (GHG) emissions from the transportation sector will require enhancing community mobility and decreasing community-wide vehicle miles traveled (VMT) – or the miles Flagstaff residents travel in cars every day. This reduction in VMT must be simultaneously accomplished with a transition to clean, low- and zero-emission vehicles (see Electric Mobility Target Area on page 82). Because emissions from transportation account for around 30% of Flagstaff's community GHG emissions, reducing commuting miles and increasing equitable access to goods and services are essential to effective action.

How do we account for transportation by visitors? Or for through-traffic?

There are multiple types of car travel in Flagstaff: some trips are made by residents, going from home to a local store. Other trips are made through Flagstaff without stopping at all. The City accounts for these trips differently.

Starting with the 2019 Greenhouse Gas Inventory the City starting using the "internal vehicle miles traveled (VMT)" metric when quantifying emissions from vehicle travel in our community. This is different from the "total VMT" metric, which considers all vehicle miles travelled on our roads, including "through trips" – i.e. vehicles on I-40 that pass by Flagstaff on their way to other destinations. The "internal VMT" metric considers only trips that both start and end within the community boundary. Both the internal and total VMT metrics are determined each year by Metroplan Flagstaff.

The decision to use the "internal VMT" metric was based on considerations relating to the City's sphere of influence – the actions we can take to make our community more connected and less dependent on cars while in town will have little to no effect on the traffic simply passing through. Our community also has a unique form of "through trip" transportation in the 100+ BNSF trains passing through town daily. Finally, as a community with an economy that is largely based on tourism we want to welcome people to our City – and once here, tourists, like locals, will be able take advantage and utilize the systems put in place to make our town less dependent on cars for getting around during their stay.

HOW WE'LL GET THERE

Vehicle emissions are a result of a combination of factors: vehicle fuel efficiency, the carbon content of the fuel, and vehicle miles traveled (VMT). Gains in the first two areas may be potentially offset by losses in the third (VMT). Transitioning to electric vehicles (EVs) does not reduce transportation sector emissions enough in the near-term. Therefore, it is important that while Flagstaff adopts EVs, action is taken to simultaneously reduce VMT through climate-conscious land use planning and encouraging switching trips from single-occupancy to transit, walking, and biking.

Transportation costs are a significant expense for households. Car ownership can often be a burden for low-income families: AAA calculates that in 2020 car ownership cost $9,561 per year.[12] Promoting the adoption of personal single-occupancy electric vehicles does nothing to address these existing inequities. Land use decisions can also increase both transportation and housing costs. Transportation costs tend to be lower for those living in neighborhoods where it is safe and accessible to walk, bike, or take transit. Parking requirements add to the cost of housing, and single-family neighborhoods have an exclusionary

[12] https://magazine.northeast.aaa.com/daily/life/aaa/costs-more-than-ever-to-own-a-car/

history that in many ways continues today. Promoting these modes of transportation and reducing VMT both reduces emissions and is more equitable.

The City can reduce dependence on cars on multiple fronts: prioritizing pedestrian and bicycle infrastructure development and enhancements can help make walking and biking an easy choice for many trips. This will happen through alignment with and implementation of the ~~forthcoming~~ Active Transportation Master Plan, adopted by the Flagstaff City Council in November 2022. The City of Flagstaff will collaborate with Mountain Line, Flagstaff's transit agency, to maintain and enhance multi-modal transit services and related facilities, including better access to and from transit.

There are several transportation projects that are already considered in Flagstaff's transportation future, which will likely increase VMT. Road expansion projects and greenfield development, like the John Wesley Powell Boulevard extension, align with the goals of the most recent Regional Transportation Plan (2017), which projects VMT more than doubling over the next 70 years. Multiple new neighborhoods are planned on the edges of Flagstaff that are suburban in nature and will increase Flagstaff's VMT. These already-planned projects will increase the difficulty of holding VMT to 2019 levels. Flagstaff will need to balance these baked-in projects with its climate goals to envision a transportation and land use agenda for the coming decades. Two upcoming Plan processes, the Flagstaff 2040 Regional Transportation Plan and the Flagstaff 2040 Regional Plan will present opportunities for Flagstaff to weigh its carbon neutrality goals with other community priorities.

What would it take?

As part of the development of this Plan, we surveyed over 800 community members about what factors would convince them to choose biking, walking, or transit in favor of their single occupancy vehicle when they visit friends or go to work. There were common themes in these responses: shorter distances to travel, more robust and connected bicycle and pedestrian infrastructure, increased transit frequency, and increased feelings of comfort and safety when using the existing infrastructure. Some responses were from people who already bike, walk, and take the bus to do these things! Even those responses included improvements in infrastructure and shorter distances to get to daily needs.

These responses shaped the Decreased Dependence on Cars section; we know that more people will choose to leave their cars at home as infrastructure continues to improve and multi-modal transportation becomes more of a priority throughout Flagstaff. Most of these changes will require a big shift, especially in our infrastructure. To create more connected and robust bike and pedestrian infrastructure, lanes will need to be taken away from cars. To decrease the distance needed to travel for daily needs, we will need to increase density and mixed-use development. These actions will require a shift in priorities, and they are possible.

The Big Shift: Rethinking mobility

Flagstaff must commit to a fundamental shift in the way we think about our road systems and how we move around our community. This is necessary to both achieve our climate goals and to improve quality of life, health, and affordable living in Flagstaff.

The emphasis of our transportation planning must pivot from congestion mitigation to mobility improvement to improve the way community members move around town, outside of their cars. As Flagstaff grows, we have a choice: we can invest in building more roads and more lanes to attempt to reduce traffic, knowing that adding more vehicle lanes rarely improves traffic flow. Alternatively, we can manage demand, decreasing the demand for car trips and car infrastructure - thus helping people to choose active, healthy, enjoyable transportation while reducing the number of cars on the road. We must reimagine how our transportation can work, and shift our approach in the City's policies, processes, and plans, from the Regional Plan and the Regional Transportation Plan to our policies that currently encourage driving and parking.

At the same time, our community must better utilize our limited space by accepting and celebrating appropriate density in our neighborhoods and activity centers. In order to maintain the 2019 vehicle miles traveled (VMT) levels observed while our community grows, it is expected that actions will need to be taken to increase residential density by at least 20%.[13] Density reduces emissions from building energy use and transportation, while also contributing to more lively, welcoming, and diverse neighborhoods. Land use solutions are complementary to our transportation actions and impact our ability to achieve our transportation and emissions goals. Increases in density must be accompanied by efforts to make our neighborhoods more complete, reductions in the distance to transit stops, increases the frequency of transit buses, and the development of protected bike infrastructure and complete sidewalk networks.

Flagstaff is growing and will continue to do so. To welcome new neighbors to Flagstaff, we need to create homes for those who live here. To add more homes in our limited land area, we must increase the number of homes in our existing and new neighborhoods – from allowing backyard cottages to welcoming small and mid-sized apartment buildings and tall buildings where appropriate.

Flagstaff can learn from some of the most successful cities in the world, who are focusing on converting car space into more effective streets and public spaces that accommodate people outside of their cars, walking,

Flagstaff is Growing

Flagstaff is projected to grow significantly in the coming decades. We must prepare for greater than expected growth as the population center of Phoenix – now exceeding five million people – continues to grow, and as summers in central Arizona become hotter. We can expect visitation and migration to Flagstaff to increase, with domino effects on Flagstaff's housing market and land use.

[13] https://ww2.arb.ca.gov/sites/default/files/2020-06/Impacts_of_Residential_Density_on_Passenger_Vehicle_Use_and_Greenhouse_Gas_Emissions_Policy_Brief.pdf

biking, gathering, recreating, or shopping. Flagstaff's peer cities are also recognizing the high cost of parking, both in its contributions to housing costs as well as the way that it shapes our neighborhoods around cars. Cities across the country are allowing buildings to be built without parking or charging more for parking on the street and within buildings, making a trade-off between ample parking and a walkable and affordable community. Flagstaff can reduce the amount of space dedicated to parking and car storage in our community in order to improve affordability, better utilize limited space, and reduce automobile subsidies.

Flagstaff residents deserve what are called **15-minute neighborhoods**: places to live where you can meet most of your daily needs with a simple walk. Some of our neighborhoods already function this way: someone living in the Townsite neighborhood can reach office buildings, a grocery store, the post office, ten restaurants and even a park within a 15-minute walk. Sunnyside and Southside similarly have access to jobs, small neighborhood stores, dining, and community centers within their neighborhoods. Townsite, Southside and Downtown Flagstaff all were built before car dependence – meaning that they were built for a people to meet their needs without use of a personal automobile. While Sunnyside is a comparatively newer neighborhood, its street grid, flexible zoning and moderate density all contribute to walkability, vibrancy and a variety of businesses and retail establishments. Flagstaff can choose to allow our neighborhoods to evolve in ways that could mimic these traditional neighborhood designs, providing for a higher quality of life for Flagstaff residents.

The Big Shift to Decrease Dependence on Cars will require Flagstaff to change its policies to:

- Reduce or eliminate parking requirements across all building types.
- Increase density in residential neighborhoods by 20%.
- Increase the amount of accessory dwelling units in neighborhoods.
- Integrate density into residential neighborhoods through more flexible zoning codes that allow more housing options including duplexes, triplexes and potentially even small retail stores or apartment buildings.
- Convert some car lanes into micro-mobility zones.
- Allow neighborhoods to reclaim their streets through slow ‘safe and social’ zones that allow for play areas, socializing space, areas for businesses to operate, and safe travel for all modes.
- Prioritize transit over car movements in transportation operations and planning.
- Shift City transportation policies to actively manage transportation demand and reduce vehicle miles traveled.

These changes will require significant revisions to Flagstaff’s zoning codes, transportation engineering standards, and other policies. The City must invest in analysis and staffing to undertake this big shift. Through these changes, we will be better equipped to achieve deep reductions in greenhouse gas emissions from our transportation sector while improving livability, health, and community resilience in Flagstaff.

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: Working to decrease our dependence on cars can help improve community equity. Owning a car is expensive. By offering robust, diverse transportation options at lower costs, low and middle-income residents will have more affordable mobility options.

The City will also consider how transportation policies will affect other groups: Due to disability, age, or other factors, some community members may be unable to walk, bike or take the bus; others are unable to drive. These factors will be considered when designing and implementing policies.

Adaptation: Density and robust, diverse transportation systems inherently increase community resilience by providing multiple transportation options, as opposed to designing around one mode – cars. By ~~building~~ increasing density in areas that are less prone to flooding and fire, Flagstaff can be better prepared for an increase in these events.

TARGET AREA GOALS

Goal	Year
Hold vehicle miles traveled (VMT) in the community to 2019 levels. This is a 17% reduction from our business as usual projections in VMT growth.	2030
54% of all trips will be taken by biking, walking, or taking the bus.	2030
34% of all work commute trips will be taken by biking, walking, or taking the bus.	2030
Reduce vulnerability of new developments to fire and flooding, by encouraging development to locate in areas of lower vulnerability.	2030

STRATEGIES TO ACHIEVE 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.

Opportunities for action:

1. Incorporate more flexibility and appropriate density into residential neighborhoods, such as accessory dwelling units, duplexes, triplexes, small apartment buildings and other housing options to provide more diverse and attainable housing opportunities, create vibrant neighborhoods, and decrease travel distances.
2. Lower or eliminate parking minimums for new developments to decrease housing costs, promote decoupling rent from parking costs, reduce impervious surfaces, and create more walkable neighborhoods.
3. Change City policies to increase transit-supportive density, redevelopment, infill development, mixed housing types, multiple story buildings, and mixed-use transit nodes throughout Flagstaff.
4. Encourage the rapid development of carbon-neutral Accessory Dwelling Units (ADUs) to increase the housing stock.

DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Opportunities for action:

1. ~~Adopt, f~~Fund~~,~~ and implement the Active Transportation Master Plan (ATMP).
2. Fully fund bike and pedestrian infrastructure capital improvements to create complete and comfortable bike and pedestrian networks, safe routes to school improvements, and a complete and comfortable system of pedestrian crossings and sidewalks.
3. Convert appropriate streets to multi-modal and complete streets through road diets or creating multi-modal lanes. When right-of-way is limited, redistribute the available space to accommodate more users and better reflect climate priorities.
4. Create an integrated system of protected lands, the Flagstaff Urban Trail System, and trail corridors that support mode shift, public health, and affordable living.

In November 2022, the Flagstaff City Council adopted the Active Transportation Master Plan. This plan makes specific recommendations for strategies, actions, projects, and programs to improve the pedestrian and bicycle environment and implement the 'big shift.'

DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

Opportunities for action:

1. Significantly increase funding for programming to increase biking and walking, improve micro-mobility options, provide encouragement programming and infrastructure improvements in school zones, and increase transportation demand management (TDM) programming.
2. The City will improve support to incentivize City employees to commute by walking, biking, and transit, such as employee showers at work, benefits to employees for walking, biking and taking transit, or support for carpool coordination.
3. Reconsider how and where we allow pedestrian crossings to create safe and convenient crossings based on land use, activity centers, transit stops, and trails.

Investing in walking and biking

A one-time investment of $90 million is needed to build comprehensive walking and biking networks. These networks are necessary to get people to walk, bike and take the bus. We cannot ask people to change their behavior if those behaviors are not easy, safe, comfortable and even fun. To further support these choices, the City will need to provide $600,000 to $1,000,000 per year for programming.

While these investments seem large, from an infrastructure perspective creating these networks will cost similarly to a large roadway project. The recently approved Lone Tree Bridge over the railroad tracks will cost a projected $72 million, and simply designing a highway interchange can cost $3 million. We must invest in biking, walking and transit with the same level that we invest in supporting infrastructure for cars.

What is electric micro-mobility?

Micro-mobility technology is a rapidly-evolving category of light-weight individual transportation devices. Examples include electric bikes (e-bikes), electric scooters, Segways, electric skateboards, and hoverboards.

Electric micro-mobility provide easy and affordable transportation for many. These devices are a necessary part of our work to reduce VMT: people can easily substitute many short car trips with a trip on scooter or an e-bike. The City can encourage folks to use these devices to travel: benefits go beyond just the individual user's cost savings and health benefits, since these devices reduce the need for car parking, reduce air pollution, and reduce traffic on our roads. See the Electric Mobility Target Area on page 82 for more information.

DD-4 Transform transportation policies and planning to incorporate greenhouse gas emissions analysis and reduce dependence on driving.

Opportunities for action:

1. Incorporate transportation demand management (TDM) philosophy and policies into transportation and development engineering and planning processes, by changing internal policies and potentially hiring a TDM manager.
2. Evaluate the greenhouse gas emissions and vehicle miles traveled (VMT) of transportation capital infrastructure projects, transportation system operations, and new development planning, and update the Traffic Impact Analysis (TIA) process to incorporate greenhouse gas emissions impacts into the decision-making process.
3. Actively work to lower emissions and VMT created by new developments, shifting to mobility enhancement strategies rather than congestion reduction.
4. Require large new buildings and new neighborhood developments to submit carbon neutrality alignment statements, to increase collaboration between developers and the City and to communicate how developments contribute to the City's carbon neutrality goals and how the property will work to manage transportation demand.
5. Involve more stakeholders in City capital and infrastructure project planning by bringing projects to citizen commissions and interdepartmental staff review, enabling review through the lens of other community objectives including public health, sustainability, and economic vitality.
6. When working with developers on large new developments, analyze and balance community priorities when making requests for infrastructure improvements.

How Could We Account for Greenhouse Gas Emissions in Transportation Planning?

Municipalities across the country are beginning to incorporate greenhouse gas (GHG) emissions into transportation planning projects. Fully accounting for GHG emissions allows us to understand the true impact of transportation projects, which often lead to more driving.

Fortunately, accounting for GHG emissions can be simple – most transportation analyses include a consideration of vehicle miles traveled or how a project will increase car trips. These measures are proportionally related to greenhouse gas emissions – incorporating greenhouse gas emission analysis into a traffic impact analysis (TIA), for instance, can be as simple as applying a greenhouse gas co-efficient to the number of new trips we anticipate.

The City will work with transportation and development stakeholders to identify the best way to include greenhouse gas emissions in transportation planning and engineering processes and decisions.

What is Transportation Demand Management (TDM)?

Transportation demand management, often called TDM, is a well-established concept defined as a transportation policy approach that reduces demand for single-occupant vehicle use, while simultaneously encouraging use of more sustainable travel modes, including walking, biking, and transit. TDM is described in the Flagstaff Regional Transportation Plan Blueprint 2040 as follows: "TDM enhances the utilization of roads by reducing overall demand through mode shift from single occupant vehicles to other means of transportation that can equally or better meet their needs… With TDM serving as an organizing principle, physical transportation infrastructure and land use will be designed so that alternative transportation is naturally encouraged and the maximum efficiency of the transportation network is realized."

Why is TDM important? An efficient and equitable transportation system offers individuals multiple feasible options for moving around their community whether it be by biking, walking, public transit, driving, or another mode. Unfortunately, most U.S. transportation systems have been built centered around one mode of transportation above all others: single-occupancy vehicles. Many policies and land-use decisions often favor single-occupancy vehicles and deprioritize all other modes of transport. This is problematic as increases in use of single-occupancy vehicles are often associated with increases in roadway congestion, air pollution, greenhouse gas (GHG) emissions, and annual vehicle-related costs.

TDM can maximize traveler options. What if instead of continuing to build infrastructure that encourages the use of vehicles, our transportation planning focused instead on making alternate modes of transportation more desirable and feasible options? This is exactly what TDM strategies seek to do. Another way to think about TDM is maximizing traveler options or systematic mobility management. TDM helps to make our transportation systems function more efficiently in a way that is cost-effective and impactful in the long-term. More than a specific set of solutions, TDM is a philosophical approach that can be incorporated into decisions made related to city zoning, land-use, development, and much more.

TDM at work. TDM strategies can be numerous and diverse allowing every city the opportunity to focus on options that work best for their unique setting. Some examples of TDM include: increasing the amount and accessibility of information on local alternate modes of transport, creating successful rideshare and carpooling programs, disincentivizing driving by increasing parking costs, providing incentives for using transit or other alternate modes, or restricting the number of parking spaces new developments can build. Like most cities, Flagstaff is already implementing multiple actions that can be considered components of TDM; examples include the use of parking pricing downtown, provision of online maps and resources for the FUTS and other urban bike routes, and the ecoPASS program which offers annual bus passes at reduced rates. TDM actions become even more effective when centralized under a comprehensive TDM program with a designated workforce. Successful TDM programs already exist in many states and an increasing number of cities (such as the City of Tempe) are working to develop comprehensive programs of their own.

Potential for local implementation. One example of a highly effective TDM strategy that has potential for implementation in Flagstaff is unbundled parking. Oftentimes at residential rental properties, costs of parking are automatically added into tenant rental costs. An alternate option would be to "unbundle" parking and rental costs allowing tenants to choose exactly how many parking spaces they want to pay for. Having parking costs as a separate fee allows tenants to better conceptualize the costs associated with having a car or multiple cars. This strategy also disincentivizes developers from building an excess amount of parking, the cost of which would ultimately be placed on tenants. Unbundled parking is already being utilized in Arlington County, Virginia and has been highly successful at promoting alternate transportation options as reported in a 2018 Mobility Lab study. San Francisco, Berkeley, and Seattle are examples of other cities that have also made the move to unbundle parking costs from rent.

DD-5: Invest in comprehensive and equitable transit.

Opportunities for action:

1. Implement the transit-supportive recommendations of the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Five-Year Transit Plan for the Mountain Line to increase ridership and transit frequency on the permanent transit network.
2. Prioritize transit trips over car trips and the movement of buses over cars to improve bus operations on Flagstaff's road network, through mechanisms such as signal prioritization, bus slip lanes, and dedicated bus lanes.
3. Improve how the City incorporates transit needs and requests into the transportation analysis performed for large new developments.

DD-6: Proactively invest to protect Flagstaff's clean air status.

Opportunities for action:

1. Create a local ordinance to protect air quality and prevent National Ambient Air Quality Standards (NAAQS) non-attainment status and to support and fund mobility enhancement.
2. Incorporate greenhouse gas impact analysis, based on greenhouse gas emissions estimates, into Flagstaff area transportation strategic planning and routine analysis.
3. Create anti-idling loading zones to reduce congestion, maintain access to parking and allow public safety access.

What is NAAQS Non-attainment?

The State of Arizona monitors air quality for pollutants above the National Ambient Air Quality Standards (NAAQS), as outlined in the Clean Air Act. NAAQS non-attainment classification occurs when pollutants exceed the NAAQS standards.[14] Once a county receives reaches non-attainment classification, communities must make investments to reduce and control pollutants.

Coconino County is currently in attainment of the NAAQS. However, the Arizona Department of Transportation has noted that the expected growth of Coconino County could threaten Coconino's current attainment status.[15] Flagstaff can invest in keeping its air quality clean *now*, to avoid future regulation and mandates.

[14] Learn more about Arizona Departhttp://azdeq.gov/nonattainment_areas
[15] Air Quality Sustainability Program in Coconino County: https://www.flagstaff.az.gov/ArchiveCenter/ViewFile/Item/1501

~~**Connections to the Flagstaff 2018 Climate Action and Adaptation Plan:**~~

~~Transportation and Land Use Strategy 1: Advance land use planning that minimizes the distance people have to travel by car and that increases community resiliency.~~

~~Transportation and Land Use Strategy 2: Prioritize, incentivize, and promote transportation by biking, walking, and transit.~~

~~Transportation and Land Use Strategy 5: Manage transportation demand and reduce the frequency with which people drive alone.~~

Improvements in transit infrastructure, operations, and encouragement

Mountain Line provides transit service to the City of Flagstaff. Mountain Line and the City must partner to adequately fund improved transit infrastructure and operations in order to move more trips onto transit.

High-priority transit improvements include:

- Identify funding to double service on Mountain Line routes to create high-frequency bus lines that are more usable and attractive for riders. This would require $5 million in additional funding annually.
- Partner with Coconino County to increase transit service coverage and frequency in the greater Flagstaff area. Consider enhancing buses, vanpooling, and shuttle services for outlying communities such as Kachina Village and Bellemont.
- Develop transit services for visitors to Flagstaff, including to popular destinations such as Snowbowl, Twin Arrows, the Grand Canyon, and between Phoenix and Flagstaff.
- Focus on improving access to transit stations by helping riders to complete their 'first mile' and 'last mile' trips to get to stations.
- Consider eliminating bus ridership fees, encouraging organizations and businesses to purchase transit passes for their employees or provide in-house incentives for employees who switch from driving to public transit.

Housing for All

Flagstaff will create a vibrant and more livable community through increased housing options for residents at all income levels and family sizes.

Flagstaff's 10-Year Housing Plan – vision statement

This Target Area incorporates the goals and content of Flagstaff's 10-Year Housing Plan, developed in 2021 to respond to Flagstaff's Housing Emergency. The Flagstaff City Council unanimously adopted the 10-Year Housing Plan on February 15, 2022.

WHAT IT MEANS

Housing is a collective benefit

There is a strong and growing movement among Flagstaff community members, housing advocates, and City Council to ensure all Flagstaff residents have access to affordable housing. On December 1, 2020, City Council declared a Housing Emergency in Flagstaff, committing to prioritizing affordable housing within City operations to create safe, decent, and affordable housing opportunities for all community members.

The United States Department of Housing and Urban Development (HUD) defines affordable housing as spending no more than 30% of monthly gross income on housing costs. Households that spend more than 30% on rent or mortgage costs are considered "housing cost burdened"; households spending more than 50% are "severely housing cost burdened." ~~Throughout this~~ Within the Flagstaff 10-Year Housing Plan, "affordable housing" ~~will be~~ is defined as households paying 30% or less of monthly gross income towards the home in which they reside, using HUD's definition.

In an expensive housing market like Flagstaff's, some form of subsidy is necessary for housing to be affordable for many lower income households. Housing subsidies come in many forms. Housing subsidy types include rental assistance, eviction prevention, and down payment assistance. Other forms include non-profit affordable housing, public housing, voucher programs, and some forms of co-operative and private sector housing. Throughout ~~this~~ the Housing Plan, the term "housing subsidy" is defined as any form of financial assistance aimed towards decreasing housing costs.

The stories we hear from residents and local reports verify that a lack of affordable housing is not just an individual problem, but rather a community problem that has collective consequences that negatively impact Flagstaff. ~~This Plan~~The Flagstaff 10-Year Housing Plan demonstrates how the consequences of failing to create, preserve, and provide access to affordable housing in Flagstaff are linked to lasting

Commented [JN7]: ALL content here is new to the CNP.

The majority of content is copy and pasted from the Flagstaff 10-year Housing Plan.

Tracked changes are tracked against 10-year Housing Plan content.

negative effects on our neighborhoods, health, children, environment, and jobs. ~~This Plan~~ The Housing Plan provides a path forward for the next ten years and offers solutions to reducing Flagstaff's Housing Emergency.

Flagstaff Housing and Affordability Challenges: By the numbers

The statistics below were gathered in 2021 during the development of the Flagstaff 10-Year Housing Plan to illustrate the scope of Flagstaff's housing challenges.

- 47% of all households are low-income and 65% of all households are low to moderate income.
- Flagstaff is increasingly unaffordable. Since 2011, the median sales price of a home rose by 119%, while Area Median Income rose by only 16%. In 2021, the median sales price of a home is $502,500, and the median annual gross income is $69,200.
- Housing Cost Burden Analysis: 27% of homeowners and 57% of renters are housing cost burdened, meaning that 22,073 Flagstaff community members pay more than 30% of their monthly income towards housing (US Census 2019 American Community Survey).
- Flagstaff's cost of living is 13.1% higher than the national average.
- Flagstaff's cost of housing is 29% higher than the national average.
- According to a community wide housing survey, more than one in four respondents stated they were either "nearly certain" or "very likely" to relocate due to housing costs.

Housing is Flagstaff's Infrastructure

Safe, decent, and affordable housing is a vital part of Flagstaff's infrastructure. Because housing is a basic human need that must come first, every unit counts. Affordable housing improves health and the environment, connects people to neighbors, bolsters housing productivity and economic growth, and supports local job creation.

Housing is interconnected to:

- Healthcare
- Neighborhoods and equity
- Sustainability
- Zoning and land use
- Economic opportunity

See the Flagstaff 10-Year Housing Plan for a narrative detailing our community's interconnected housing challenges and shared solutions.

Source: Live Well Arizona–Elements of a healthy community

Neighborhoods & Equity

As Flagstaff plans strong action on both housing and climate, we must consider the implications of our past. The following is an except from the 10-year Housing Plan:

> For decades, starting at least in the 1930s, low-income and minority communities were intentionally cut off from lending and investment through a system known as redlining. Today, those same neighborhoods suffer not only from reduced wealth and greater poverty, but from lower life expectancy and higher incidence of chronic diseases that are risk factors for poor outcomes from COVID-19. Housing, economic, and social policies should aim to eliminate those risks and undo the unfair burdens of structural racism, both past and present.

How our neighborhoods are designed and who can access them affect our community's health, housing access, resilience, and greenhouse gas emissions. For the complete discussion on neighborhoods and equity, see page 44 of Flagstaff's 10-Year Housing Plan.

HOW WE'LL GET THERE

Flagstaff's 10-Year Housing Plan

Flagstaff residents have made our mountain town the resilient community that it is today. As the City of Flagstaff works to provide equitable solutions to address the Housing Emergency for local residents, we will strive to ensure that affordable housing opportunities and subsidies are available for residents at all income levels and all stages of life.

The City of Flagstaff's mission—to protect and enhance the quality of life for all—directly aligns with the overarching goal of the 10-Year Housing Plan. Together with funding, partnerships, and the community's support, the City of Flagstaff can advance housing options for the full spectrum of residents who call Flagstaff their home.

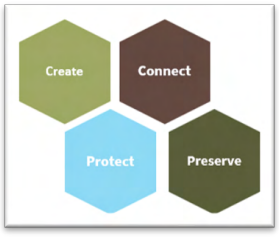
The 10-Year Housing Plan establishes one overarching goal supported by two fundamental elements that together will significantly impact housing attainability. This goal will be achieved through the implementation of the policy initiatives and strategies described in the Plan.

TARGET AREA GOALS

Goal	Year
Reduce the current affordable housing need in our community by half over the next ten years.	2031
Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.	2031
Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce, and affordable housing occupied by local residents.	2031

Key Elements of Flagstaff's 10-Year Housing Plan

The Flagstaff 10-Year Housing Plan outlines a single overarching goal with thirteen (13) robust policy initiatives and fifty-eight (58) comprehensive strategies. The policy initiatives and strategies provide a foundational framework for establishing housing programs, prioritizing staff work, and allocating necessary funding for implementation. Community outreach identified four distinct needs related to Flagstaff's housing emergency:



- **Create** housing options for households at all income levels and family sizes occupied by local residents.
- **Connect** people to equitable housing solutions

- **Preserve** affordable housing
- **Protect** people from housing discrimination and remove housing barriers.

Implementation of the Housing Plan will be accomplished through the City's budget process, collaboration with City staff, and private, public, and nonprofit partnerships. Over the next ten years, the City will continue to advance housing opportunities for all Flagstaff residents. The 10-Year Housing Plan is the City's foundational framework for establishing work programs, prioritizing staff work, and allocating the necessary funding for its implementation.

To ensure the principles of Flagstaff's 10-Year Housing Plan are represented in this Carbon Neutrality Plan, this Housing Target Area integrates the four policy areas above – Create, Connect, Preserve and Protect – as **strategies**.

For the Detailed List of Policy Initiatives and Strategies that includes scope, term lengths, and City collaboration, please see the 10-year Flagstaff Housing Plan, page 52.

EQUITY, ADAPTATION, AND MITIGATION CONSIDERATIONS

Housing is **deeply connected** to both climate change and climate action.

Equity:

- Increasing visitation and climate migration will likely **exacerbate existing housing challenges**. Climate change, particularly extreme heat, will likely lead to increased demand for Flagstaff's housing because of our cooler temperatures.
- The **cost of living** is affected by housing, transportation, and utility costs. Transportation and utility expenses are often easier to influence than housing expenses – making them attractive targets for both affordability and climate initiatives. Because Coconino County sees high rates of energy-burdened households, energy efficiency improvements, which can reduce both costs and emissions, are especially critical strategies.
- Climate change will have the most severe effects on our most **disproportionately impacted community members**. These community members may also face substantial challenges affording higher housing, utility and transportation costs.
- **See pages 14-18 of Flagstaff's 10-Year Housing Plan for an extended discussion of housing justice and equity, and page 44 for a discussion on neighborhoods and equity.**

Adaptation:

- Residents who do not have access to secure or affordable housing may face increased challenges: lower financial reserves can reduce a person's ability to **adapt** to sudden changes or emergencies.
- Our buildings can serve as **resilience assets**, or they can exacerbate vulnerabilities. For example: an energy-efficient home can maintain higher air quality during smoke events, and performs better during power outages, retaining more heat in the winter and staying cool during hot days.
- As neighborhoods change due to the climate or housing emergencies, it may affect the resilience of an area. Communities where neighbors know each other, and readily assist during a crisis, are most likely to **thrive** amidst change.

Mitigation:

- Increased **infill development and housing densities** can lead to meaningful reductions in greenhouse gas emissions. **Infill development, higher-density neighborhoods, and mixed-use buildings** can help residents take shorter and fewer trips and encourage active transportation modes like walking, biking, and transit.
- Similarly, medium- and high-density housing can bring **energy efficiency benefits**, reducing energy use for each housing unit. Attached housing, from duplexes or townhouses to apartments, requires less energy for heating and cooling, lowering the emissions generated per resident.
- **Existing homes are key** to reducing emissions and securing a healthier planet since buildings are the largest contributing sector to greenhouse gas emissions. There are small changes most residents make to use less energy and reduce utility expenses. Homeowners and landlords can affect the greatest change by investing in energy efficiency retro-fits, electrification of units, or even on-site energy production.

For an extended discussion of these considerations, see page 46 of the 10-year Housing Plan.

STRATEGIES TO ACHIEVE HOUSING FOR ALL

These strategies match the policies initiatives in the Flagstaff 10-year Housing Plan. See page 52 of the Housing Plan for the timeline, implementation, and collaboration information for each policy and strategy.

HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

Opportunities for action:

1. Incentivize the creation of affordable units through various programs and mechanisms.
2. Ensure that the Flagstaff Regional Plan includes robust affordable housing goals and policies.
3. Create a dedicated funding source for affordable housing in Flagstaff.
4. Amend the Flagstaff Zoning Code to facilitate the development of all housing types.
5. Explore regulatory efficiency and cost-saving practices.

HA-2: Connect people to equitable housing solutions.

Opportunities for action:

1. Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
2. Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.
3. Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.

HA-3: Preserve affordable housing.

Opportunities for action:

1. Encourage the adaptive reuse of buildings.
2. Expand efforts to preserve existing housing stock.

HA-4: Protect people from housing discrimination and remove housing barriers.

Opportunities for action:

1. City Council will continue to lobby and support federal and state legislation to encourage changes to federal and state laws, and to increase the amount of funding available for the preservation and construction of affordable housing.
2. Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.
3. Continue Flagstaff's commitments to further federal and Arizona Fair Housing laws in all housing-related services and programs, value the efforts of those who seek to reduce barriers to equitable housing opportunities, and provide Fair Housing education and resources to the community.

The Interconnections Between Housing and Sustainability: Shared Solutions

The Flagstaff community faces urgent challenges from housing and climate change. The City of Flagstaff recognizes that the Housing Emergency and the climate emergency share many common solutions and that advancing housing and advancing climate action are not in conflict with each other. Indeed, implementing shared solutions to both challenges can lead to a stronger, healthier, and more connected Flagstaff.

To reduce emissions and build a stronger community, Flagstaff needs to rethink its housing and transportation systems—what we refer to as 'the Big Shift.' This shift entails building our neighborhoods so they are more dense, connected, and complete, so that residents don't have to travel across town as often. These neighborhoods welcome more neighbors of varying income levels, are stronger because neighbors know and help one another, and contribute to health, as residents can take active and healthy modes of transportation to get most of what they need nearby. These neighborhoods resemble Flagstaff's oldest, strongest, and most lively neighborhoods like Southside and Townsite, which were built before people were dependent on cars. Climate action that creates these lively and strong neighborhoods can increase housing and help solve the Housing Emergency, too.

Climate action can support lower overall costs of living. When considering the high costs of living in Flagstaff, housing is the greatest concern, but transportation contributes significantly to the cost of living in Flagstaff, and often requires smaller changes to realize cost savings. Many carbon neutrality solutions can decrease transportation costs by reducing dependence on cars. Car ownership can often be a burden for low-income families: AAA calculates that in 2020, new car ownership cost $9,561 per year for families, not including significant costs to the overall community and the environment.40 Transportation costs tend to be lower for those living in neighborhoods where it is safe and accessible to walk, bike, or take transit, and if folks can be car-free, car-lite, or reduce the number of cars in their household, they can significantly reduce their cost of living. Many Flagstaff residents already are car-free or rely very little on personal vehicles, and are using the bus, biking, carpooling, and walking to meet their daily needs. Reducing how much residents must use cars can reduce the cost of living and make it so that more people can afford to live in Flagstaff.

Housing is critical to community health and overall resilience. Implementing these community solutions will require moving away from today's status quo—a status quo that does not work for many people who struggle to live in Flagstaff and is contributing to global climate change. This will require courage and change to help Flagstaff create more opportunities and become a more welcoming and inclusive community.

For an extended discussion of these interconnections, see page 46 of the Flagstaff 10-year Housing Plan.

Inclusive Recreation

Commented [JN8]: This is a new target area, created from the 'Economic Prosperity and Recreation' target area in the CAAP, which was split into two new Target Areas for the CNP.

Tracked changes are changes from the CAAP content.

~~In 2030, Flagstaff is a prosperous and stable economy with~~ Flagstaff will ensure abundant and equitable access to ~~employment and~~ recreational opportunities, prepare for changes to recreation due to climate change, and reduce emissions from recreation.

WHAT IT MEANS

~~While climate change will impact all sectors of the local economy, by preparing for change, the Flagstaff community can adapt to changing conditions while creating a stronger community and greater shared prosperity. Businesses can help lead the way in this transition through creativity, innovation, and resiliency.~~ Flagstaff offers exceptional recreational opportunities to both residents and visitors, whether through City of Flagstaff parks, recreation centers, or access to surrounding National Forest land. These diverse recreational opportunities provide residents with the ability to achieve physical and mental health and wellness. The City of Flagstaff Parks, Recreation, Open Space and Events Division seeks to ensure access to parks and recreation, connectivity, health and wellness, inclusion and equity, and natural resource protection.

Changing conditions will affect recreation for both residents and visitors alike, and may stress the City's ability to ensure accessibility, equity and inclusion across all parks and recreation facilities. For more on how climate change will affect visitation, see the Economic Prosperity Target Area on page 141.

To prepare for low-snow years, Flagstaff will need to continue to diversify its winter recreation offerings. ~~tourism activities and businesses. Conversely, rising temperatures in Central Arizona can lead to increased visitation to Northern Arizona in the summer months.~~ Summer recreation will be affected too: as temperatures rise in Central Arizona, visitation in Flagstaff will likely increase – increasing the demand for recreation in Flagstaff. During periods of high visitation, there are many more people utilizing the same recreation opportunities, whether in the City or in the nearby forests – potentially increasing both user conflicts and impacts to resources. In the late spring and early summer, drought and an increased risk of wildfire can lead to forest closures and reduced access to the local forests, which residents and visitors depend on for recreation, spiritual connection, mental health, and physical fitness. Preparing for these shifts ~~changes~~ can help the City to ~~foster a vibrant economy,~~ foster community health and wellness amidst significant change. ~~, and benefit from visitation.~~

~~Visitation~~ Parks and recreation also contribute to Flagstaff's energy use, water consumption, and transportation emissions. As the climate changes, Flagstaff's parks and recreation centers are likely to utilize more energy and water to maintain operational levels. As Flagstaff plans for evolving and growing recreation, it has the opportunity to reduce emissions from recreation, incorporate new technologies, and

integrate more resilient or native vegetation. ~~Efforts to minimize the environmental impact from tourism and recreation make good business sense and can position Flagstaff as a visible leader in sustainability.~~

HOW WE'LL GET THERE

As the climate changes, Flagstaff will also evolve. Because accessible recreation is a cornerstone of any healthy and connected community, the City of Flagstaff will need to anticipate changes to recreation and ensure equity and accessibility amidst change.

The Flagstaff community must prepare for increased visitation to Flagstaff during the summer months, including working to ~~E~~ensur~~eing~~ that Flagstaff's ecological resources, parks and recreation facilities can sustain increases in visitation. Forward-looking planning can help Flagstaff protect ecological resources, diversify available recreational opportunities, and plan for emergencies. Sound planning can also ensure that recreational opportunities can be accessed by a broad range of residents and visitors.

Climate change may increase demands for recreation services while stressing park resources. Necessary ~~P~~preparations include understanding how fields will respond to increased temperatures, evaluating health risks, and preparing for increased water, electricity and fuel demand~~s~~. To mitigate these impacts, the City will need to seek out diverse solutions that include efficiency improvements, changes in operations, and technological solutions.

Finally, parks and recreation opportunities can complete a neighborhood – providing affordable and accessible opportunities to improve one's mental or physical health and wellness. In this way, recreational opportunities provide critically important resilience and equity benefits to a community. The City must work to maintain our parks and recreation facilities and services – some of our most effective assets when it comes to resilience.

Meanwhile, the City must continue to work to make recreational assets easily accessible to all. The City ~~of Flagstaff~~ is working to ensure every resident of Flagstaff has access to a park, recreation center or open space within a 10-minute walk. This requires strong transportation connectivity to neighborhood parks, recreation centers or open spaces. Safe and comfortable active transportation options – taking a bus, ~~bike~~biking or walking – are critical to ensure equitable access to parks. The availability, condition and comfort of active transportation infrastructure is key to ensuring access – whether through sidewalks, FUTS trails, or even informal trails that provide connections to local parks. As Flagstaff's active transportation infrastructure expands, maintenance needs increase. To ensure that these connections are well-maintained and accessible to users of all ages, Flagstaff will need to re-envision how it supports the

ongoing maintenance of sidewalks, FUTS trails, and other non-vehicular access routes. Potential solutions include the development of dependable funding sources and new collaborations with community partners.

TARGET AREA GOALS

Goal	Year
Manage and enhance existing recreation and outdoor opportunities to maximize resilience to the impacts of climate change.	2030
Accommodate the increased use of City Parks and Recreation facilities and changing maintenance needs.	2030
Reduce emissions from water and energy use at City parks and recreation facilities.	2030
Identify methods for ecosystem monitoring to assess impacts of recreation and climate change	2025

STRATEGIES TO ACHIEVE INCLUSIVE RECREATION

IR-1: Protect natural areas and ecosystem services that are most vulnerable to the impacts of increased visitation and climate change.

Opportunities for action:

1. Prioritize natural resource protection in high-demand recreational areas.
2. Enhance the Flagstaff Convention and Visitors Bureau public awareness campaign that emphasizes 'treading lightly' on the land to accommodate increased visitation and impact.

3. Maintain cooperation with County and U.S. Forest Service recreation programs to plan for and respond to increased visitation and use of recreational services and legally designated open spaces.

IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.

Opportunities for action:

1. Incorporate changing climate conditions and risks to community health, Parks and Recreation staff members, and facilities into the Parks and Recreation Master Plan and Legally Designated Open Space Management Plan update processes.
2. Prepare for increases in demand for programs and facilities, and impacts on Parks and Recreation capital projects, budget, staffing, maintenance, and operations.
3. Work with community partners to understand how closing sections of the nearby national forests due to fire danger impacts local residents, and develop creative approaches to help residents find alternative ways to exercise, recreate, and socialize.
4. Continue efforts to ensure that neighborhoods across Flagstaff have 10-minute access to parks, recreational opportunities or open spaces.
5. ~~3.~~ Develop a strategy to better support the ongoing maintenance of sidewalks, FUTS trails, and other non-vehicular access routes used to access recreation opportunities.

IR-3: Plan for changes to recreation, reduce emissions, and respond to the impacts of climate change on current Parks and Recreation facilities and operations.

Opportunities for action:

1. Investigate new technologies and techniques to decrease water, electricity, and fuel use at Parks and Recreation facilities.
2. Implement energy and water efficiency retrofits to decrease water and electricity use and costs at all Parks and Recreation facilities.
3. Continue to utilize low-water, climate-adapted, native plantings for all facilities, parks, and streetscapes, and create a best practices manual for irrigation and other operations.
4. Prepare for the financial and greenhouse gas emissions impacts of potential increases in electricity and water use at all Parks and Recreation facilities.

PRIORITY TWO: WE WILL CLEAN OUR ENERGY SOURCES

Electric Mobility

Clean Electricity

Building Fuel Switching

Electric Mobility

Flagstaff will embrace the electrification of mobility options, shifting to vehicle-replacing e-bikes and bike share, electrifying our buses and taking advantage of the rapidly evolving electric vehicle market.

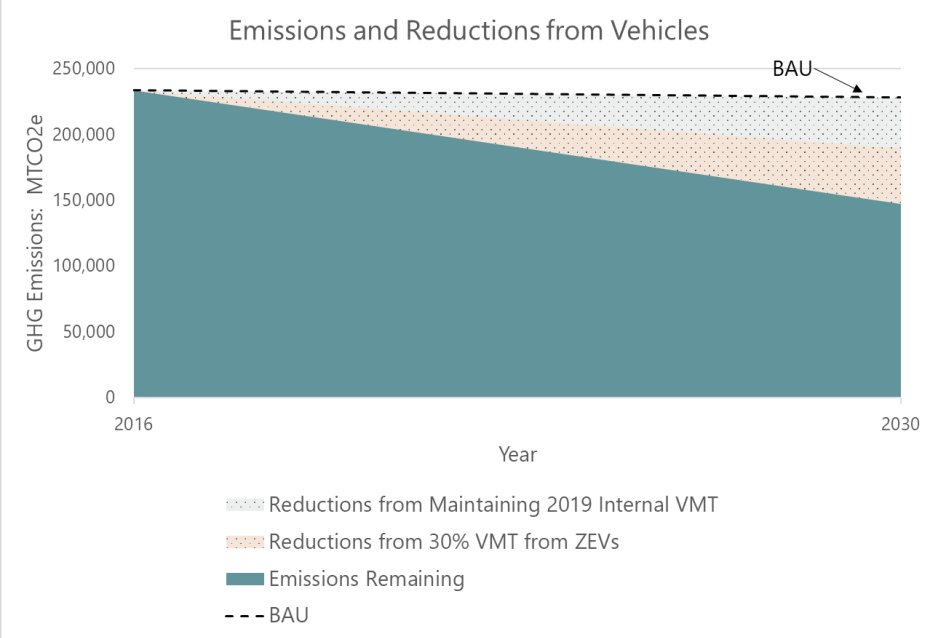


Figure 8: Projected emissions reductions from electric mobility and decreasing dependence on cars, compared to the emissions in the business as usual scenario.

WHAT IT MEANS

Reductions in GHG emissions from the transportation sector will require a transition to clean, low-/zero-emission vehicles while simultaneously enhancing community mobility through increased access to bicycle, pedestrian and public transit modes of transportation to decrease community-wide vehicle miles traveled (VMT). Transportation related emissions account for approximately 30% of Flagstaff's community-wide GHG emissions. In addition to reducing VMT, making progress toward more efficient and lower-carbon vehicles is critical.

HOW WE'LL GET THERE

The future of mobility is electric, mainly due to advances in technology and momentum from the market. Flagstaff can welcome this future by helping increase the speed of the electric mobility transition in Flagstaff. As Flagstaff works to reduce vehicle miles traveled and help folks take non-car modes of travel, electric mobility can play a part in making transit and active transportation more affordability, easier to use, and cleaner.

Electric buses: As we work to increase transit use across Flagstaff, we want to transition our bus fleets from gas or diesel fuels to electric power. Electrification of the bus fleet will require a significant investment from bus fleet operators, including but not limited to Mountain Line, Northern Arizona University and Flagstaff Unified School District. Electrification involves planning for electric charging locations and capacity, operational changes, and coordinating charging schedules, in addition to the acquisition of an entirely new and operationally appropriate bus fleet. The City will work to assist these organizations in their planning for the transition to electric buses, from grant-writing support to charging infrastructure planning.

Mountain Line, Flagstaff's transit provider, has begun planning for a transition to zero emissions vehicles – they recently published a Zero Emissions Bus Transition Plan, and determined to move forward with a battery electric bus transition.[16] Implementation will occur "project by project, bus by bus as funding and interest allows."

Electric micro-mobility: Adding electric power to simple, small transportation devices – such as bikes – is a relatively simple change that transforms the device into a much more accessible and practical transportation option. Electric bike use is rapidly accelerating across the globe, as batteries become smaller and less expensive, and as more people realize the incredible benefits of electrification.

What is electric micro-mobility?

Micro-mobility technology is a rapidly-evolving category of light-weight individual transportation devices. Examples include electric bikes (e-bikes), electric scooters, Segways, electric skateboards, and hoverboards.

While these devices represent very new ways of travel, they are already present in our community, obtainable at local and national retailers, and are already providing accessible, affordable, low-carbon transportation options.

See page 65 for a discussion of how micro-mobility can reduce vehicle miles traveled.

Electric micro-mobility devices are popular for a multitude of reasons: they move people around more quickly than a traditional bicycle or scooter and with significantly less effort – now a five mile commute with hills can be done with far less effort and sweat, making e-bike commutes much more attractive. These

[16] https://mountainline.az.gov/about-us/reports-plans/zero-emissions-bus-zeb-transition-plan/

devices use very little fuel, or electricity, especially when compared to the gas used to move around a one-ton vehicle. This saves money on gas, as well as vehicle wear and tear and maintenance. These devices remove traffic from the road and have a very small footprint, reducing congestion and parking demand – after all, a small scooter is a much more appropriate, efficient and proportional tool to move one person than a car or an SUV. And finally, these devices are popular because they are fun to ride.

The City of Flagstaff can work to welcome these devices in our community and to encourage their use. While these devices represent change in the way we travel, they have numerous personal and community benefits, including that they are a very low-emissions transportation option. Many of these devices ~~can~~ could already be found on our neighborhood streets ~~today~~in 2021, whether a senior is taking an e-bike to see their grandchildren, a 10-year-old is using a hoverboard to go to a neighbor's house, or a student is taking an electric scooter to get to class. The City will need to work to incorporate these devices into our transportation planning efforts, so that people using micro-mobility devices have safe options for traveling both within neighborhoods and across town.

Electric vehicles: The widespread transition to zero-emission vehicles is a long-term strategy. The City of Flagstaff can support this transition by investing in and encouraging the necessary supporting infrastructure. Investment and encouragement can occur through codes, partnerships, incentives and other methods that improve the ability of residents to purchase and operate electric vehicles compared to conventional gas-fueled vehicles. For example, charging stations help EV owners fuel their vehicles – the City will encourage businesses and public buildings to install charging stations. In 2020, the City installed four charging stations in City Hall for use by City fleet vehicles as well as the general public. The City can also work through codes: the current Flagstaff building code, adopted in 2019, requires a 240 volt outlet to be installed in new garages – a small, inexpensive and simple modification that ensures the home, which will be around for at least 80 years, is ready for the rapidly approaching future of electric vehicles. This upgrade means a homeowner will not need to perform a costly retrofit to charge their vehicle, saving hundreds of dollars or more.

In addition, the City of Flagstaff will look to transition our own fleet while educating, encouraging and helping facilitate partnerships so that other local fleets might also make the electrification transition over time. We know that it matters which vehicles are electrified – by prioritizing the transition of fleet vehicles and other high usage vehicles that drive a disproportionate number of miles, we can expect to see an outsized impact. For example, if the top 20% of vehicles by mile are electric by 2030, the reduction in fuel use will be considerably larger than 20%.

While the City of Flagstaff can support the transition to EVs by taking early action to establish infrastructure, a considerable amount of the momentum for EV adoption will come from the private sector. Many of these factors are currently unknown or exist only as projections at this time. Some of these factors may include Federal incentives both for infrastructure development and for vehicle purchase. Some of these factors will be market driven – Tesla for example has installed 12 SuperChargers in Flagstaff, and according to ChargeHub there are an additional 50 level 2 and level 3 charging stations in the City that have been installed by businesses and organizations on their own accord.

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: New EVs and electric micro-mobility options can be cost-prohibitive for many. This threatens to leave some populations out of the electric mobility transition, and will likely mean that low-income communities must cope with the higher operating costs and unhealthier air associated with internal combustion engines for a longer period of time. To ensure widespread adoption and affordability for low- and middle-income households, the City will need to establish robust incentive programs.

Adaptation: As Flagstaff experiences the impacts of climate change, having diverse, clean, reliable mobility options will be vital. By creating more good transportation options, Flagstaff can ensure that if one mode of transportation becomes difficult, residents have other choices. Electric bikes are a great way to travel around Flagstaff, even on hot or windy days. Market trends show that electric mobility is the way of the future; by investing in infrastructure and incentives for these options, Flagstaff will be better prepared for these transportation changes.

TARGET AREA GOALS

Goal	Year
The City will provide 50 publicly available Level 2 electric vehicle charging stations	2025

STRATEGIES TO ACHIEVE ELECTRIC MOBILITY

EM-1: Advance the electrification of buses across Flagstaff.

Opportunities for action:

1. Mountain Line will electrify its bus fleet according to its Zero Emissions Bus (ZEB) Transition Plan.
2. NAU will begin electrifying its bus fleet, to comply with its under-development carbon neutrality plan.
3. Partner with the Flagstaff Unified School District to explore funding options for fleet electrification.

EM-2: Welcome electric micro-mobility devices as legitimate, healthy, affordable, and low-carbon modes of transportation.

Opportunities for action:

1. Establish an electric micro-mobility device share service.
2. Distribute electric micro-mobility rebates to community members through local businesses to reduce barriers to residents acquiring these affordable transportation devices.
3. Launch a micro-mobility collective purchasing cooperative to increase access to efficient and affordable modes of transportation.

EM-3: Support residents, businesses, and institutions in the transition to electric vehicles.

Opportunities for action:

1. Focus electrification engagement efforts on the vehicles that drive the most miles – for instance heavily used fleet vehicles.
2. Install electric vehicle charging stations at City facilities to serve the City fleet, City staff vehicles, and the public where appropriate.
3. Develop public and private partnerships for the installation of Level II and Level III DC fast-charging electric vehicle charging stations in publicly accessible parking areas along tourism corridors, at workplaces, and in multi-family housing developments.
4. Adopt a policy requiring 100% of new City fleet sedans and SUVs to be electric vehicles starting in 2022, complemented by aggressive goals to test, evaluate, and, where feasible, acquire electric vehicles for other light-duty, medium-duty and heavy-duty fleet vehicles and equipment categories.
5. Encourage and incentivize existing multi-family housing to offer electric vehicle charging stations.

Zero Emission Vehicles beyond Electric Vehicles

While electric vehicles appear to have the inside track for capturing the market on passenger and light-duty vehicles that produce zero tailpipe emissions, vehicles fueled with hydrogen represent another emerging technology that may also play a role. The City will actively monitor advances in technology, infrastructure and partnership opportunities to support wider-spread adoption of hydrogen vehicles. ~~**Connections to the Flagstaff 2018 Climate Action and Adaptation Plan:**~~

~~**Transportation and Land Use Strategy 3: Support the use of clean, energy-efficient vehicles**~~

Clean Electricity

Flagstaff will obtain as much of its electricity as possible from sources that do not produce greenhouse gas emissions.

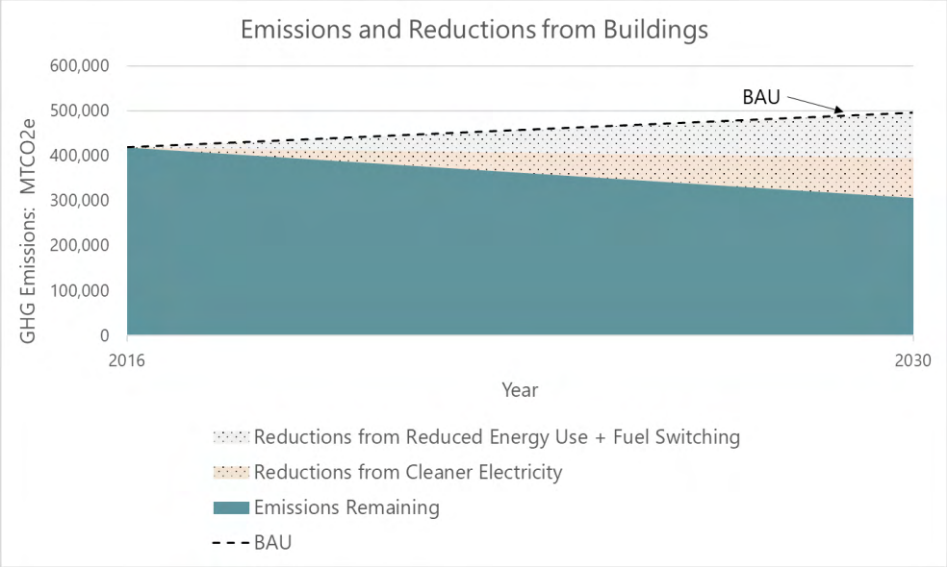


Figure 9: Projected emissions reductions from clean electricity and reducing building energy use, compared to the emissions in the business as usual scenario.

WHAT IT MEANS

Significant reductions in GHG emissions from both the built environment and transportation sectors can be unlocked with a rapid transition to clean, renewable electricity. With clean, renewable electricity available as a resource, appliances, vehicles, and other tools that directly utilize fossil fuels can switch onto this resource. (See Building Fuel Switching on page 93 and Electric Mobility on page 82).

Emissions from electricity currently constitute approximately 25% of all community emissions. This means that even without making any other changes (see the Electric Mobility, Building Fuel Switching, and Reduced Building Energy Use Target Areas, starting on pages 82, 93, and 101 respectively), a 100% clean electricity grid could eliminate one quarter of Flagstaff's emissions. In combination with the various fuel switching strategies, the impact of clean electricity could be even greater.

Are there negative impacts of renewable energy?

When new technologies emerge, there are often legitimate concerns that one bad thing (i.e., air pollution from coal) is just being replaced with another (i.e., waste from used solar panels).There are negative externalities associated with all forms of energy production. While we cannot avoid all negative impacts, we can choose the energy production methods that do the least harm to our environment and our community. The negative impacts of wind and solar are relatively modest, and are far outweighed by the positive impacts on air quality and reduced greenhouse gas emissions.

Large renewable energy projects sometimes face concerns about where turbines go after their useful life, or the amount of water used for large solar arrays. In fact, solar energy uses just 1% or 2% of the water used to create an equal amount of energy from coal or natural gas.[17] The City will continue to consider short- and long-term impacts to the environment and our community when developing renewable energy projects.

HOW WE'LL GET THERE

APS is the investor-owned utility that provides grid electricity to the community of Flagstaff. As of January 2020, APS has made a 'carbon free' commitment by 2050, with an expectation of 65% carbon free grid electricity by 2030. (See the APS Integrated Resource Plan.[18]) This is a 30% improvement compared to the local grid in 2020.

While APS makes the transition to renewable electricity, Flagstaff can increase the prevalence of local renewable energy projects such as rooftop or utility-sponsored community solar to achieve even greater near-term emissions reductions (third-party-sponsored community solar, where solar power projects generate electricity and benefits for multiple users, would require a change in State laws). The municipality can work with the utilities to develop large-scale renewable installations to power *municipal operations* with clean electricity. However, unless there are policy changes at the Arizona Corporation Commission (ACC) and/or APS, it is uncertain whether any additional electricity generated by these municipally-supported installations may be able to be directly acquired by, or attributed to, local residents or businesses. Flagstaff will continue to monitor the evolving electricity policy landscape and consider supporting actions that would unlock strategies for large scale renewable development for the community.

Clean electricity is just one of the many areas where we need to be open to innovation. While solar and wind are specifically called out in this Plan, there are other renewable energy options to explore. Additional technologies, like micro-hydroelectric power, may be incorporated during Plan implementation.

[17] https://nicholas.duke.edu/news/replacing-coal-gas-or-renewables-saves-billions-gallons-water
[18] https://www.aps.com/en/About/Our-Company/Doing-Business-with-Us/Resource-Planning

Until then, this Plan has been developed with only projected on-site residential and commercial installations being able to improve upon the APS grid forecast.

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: Fossil fuels have historically inflicted severe harm to Black, Indigenous, and Hispanic communities through the extraction and combustion of these fuels. By shifting to clean electricity, the current impact these fossil fuels have on historically marginalized neighborhoods and communities can be decreased. To avoid future harm to these communities, they must be consulted prior to and during the development of solar arrays, wind farms, and other new, clean electricity infrastructure.

Adaptation: When developing the infrastructure for new electricity generation, both the City and APS will need to consider how the new developments will respond to shocks and stressors from climate change. A robust, interconnected electric grid with a multitude of battery backup options will be vital to building resilience in the energy sector.

TARGET AREA GOALS

Goals	Year
100% of municipal electricity use will be from renewables (%)	2025
68% of community electricity use from zero carbon energy (%)	2030

The Flagstaff City Council established a goal of 100% renewable electricity by 2050 through the 2018 Climate Action and Adaptation Plan. Our carbon neutrality models suggest that Flagstaff can achieve 68% clean electricity for the community by 2030. While we will endeavor to reach 100% renewable electricity prior to 2050, the current policy landscape suggests that 68% clean electricity is feasible for 2030.

STRATEGIES TO ACHIEVE CLEAN ELECTRICITY

CE-1: Produce 100% renewable electricity to cover all City of Flagstaff municipal electricity needs.

Opportunities for action:

1. Expand capacity of municipally owned property for on-site solar electric and solar thermal generation.
2. Replace or repair the co-digestion system at Wildcat Hill Water Reclamation Plant and increase clean energy production.
3. When landfill sections are completed and capped, install solar to support City energy usage and eventually connect to the electric grid.
4. Update the City of Flagstaff Sustainable Building Resolution, requiring that newly constructed municipal buildings be built to net zero energy standards.

~~**Project in the Pipeline:**~~

~~Utility scale Solar Installation at Red Gap Ranch - The primary intention of this project is to first satisfy the 100% renewable electricity for the municipality by 2025 goal.~~

CE-2: Increase renewable energy installations and usage in new buildings.

Opportunity for action:

1. Implement progressively more aggressive building codes, requiring net zero energy buildings by 2030. Net zero energy buildings often incorporate renewable energy installations – primarily rooftop solar- into the design and construction to offset onsite energy use.

Net zero energy buildings – Net zero energy buildings combine energy efficiency and renewable energy to use net zero energy. They use a low amount of energy due to being air-tight, well-insulated and energy efficient. They typically incorporate renewable energy generation on-site, like solar panels. Due to this low energy use paired with energy production, these buildings produce as much energy as they consume, which means that the occupants enjoy extremely low utility bills and a zero-emissions building.[19]

[19] Learn more: https://zeroenergyproject.org/buy/zero-energy-homes

CE-3: Support solar installations on existing residential and commercial buildings.

Opportunity for action:

1. The Solar United Neighbors program will assist residents in obtaining solar electricity for a lower price.

Solar electricity is now the least expensive source of electricity in history.

As of 2020, the International Energy Agency found that high-quality solar photovoltaic (PV) projects are the least expensive source of electricity in history.[20] Large solar plants with battery storage have decreased in price, making them competitive with natural gas. These developments will accelerate the rapid electrification of the electric grid. Market forces will help to facilitate this transition, but there remains a role for government policy makers to remove barriers to this transition, ensuring equity for communities that have been impacted by resource extraction and those that could be negatively impacted by the transition to renewable electricity.

Due to the low cost of solar, solar photovoltaic panels are a wonderful opportunity for Flagstaff residents and businesses to produce their own energy on-site, with financial and resilience benefits.

Legislative change

There are policies and strategies being pursued around the country that are not currently available to the City of Flagstaff because of State-level policies. Many of these strategies have the potential to unlock collaborations, financing and other opportunities that could positively contribute to the goal of achieving Carbon Neutrality.

The City will keep an eye on the policy landscape and may choose to lobby or otherwise advocate for some of these strategies including (but not limited to) Community Choice Aggregation, PACE financing (C-PACE and R-PACE), non-utility Community Solar and

[20] https://www.iea.org/reports/world-energy-outlook-2020/outlook-for-electricity

more. If any of these become available, this living document may be updated to incorporate the newly available mechanism(s).

The City of Flagstaff should also encourage the ACC and DOE to renew and increase renewable energy production incentives for residential and commercial solar and other distributed generation and storage projects, without additional metering fees or other disincentives.

Project Highlight: Northern Arizona Solar Co-op with Solar United Neighbors

In partnership with the City, in 2021 the Northern Arizona Coop was organized through Solar United Neighbors, a non-profit organization that seeks to increase the access and affordability of solar energy.

Rooftop Solar and Prometheus Solar, two local Flagstaff installation companies, were selected by the Northern Arizona Solar Co-op to install solar for more than 80 households across Flagstaff, Sedona, and Coconino County. These installations are projected to result in:

- 647 kW of Solar installed
- 11,608 Metric Tons of CO_2 avoided lifetime
- $1,845,219 invested in local businesses, jobs, and clean electricity

~~**Connections to the Flagstaff 2018 Climate Action and Adaptation Plan:**~~

~~Energy Strategy 2. Expand renewable energy generation and use~~

Building Fuel Switching

Flagstaff will shift our building fuel sources from fossil fuels to renewable sources and electricity for applications including space and water heating, cooking, and perhaps even industrial processes, thus taking advantage of the superior efficiency of electric appliances as well as the rapidly decreasing emissions of the electric grid.

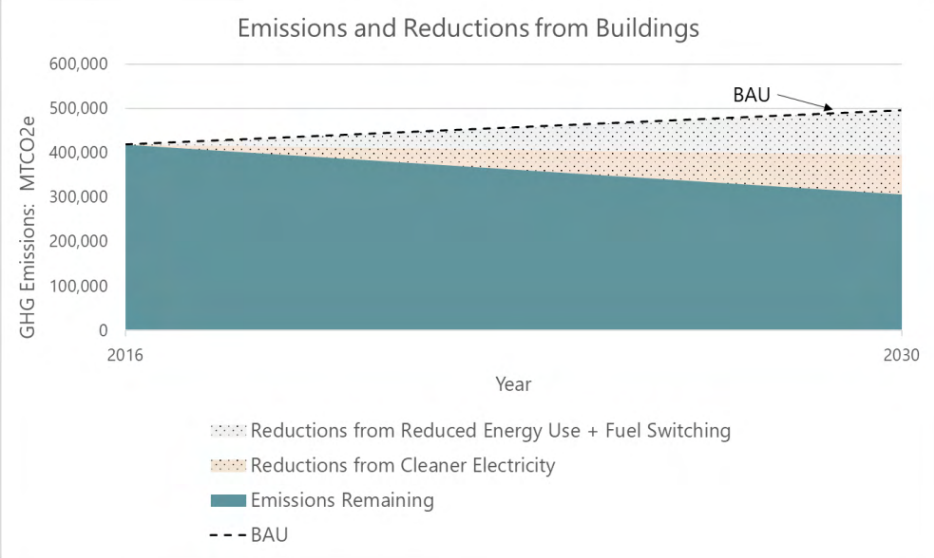


Figure 10: Projected emissions reductions from building fuel switching, compared to the emissions in the business as usual scenario.

WHAT IT MEANS

Fuel switching in buildings involves transitioning buildings from using appliances, processes and generators that directly combust fossil fuels on-site to ones that utilize decarbonized electricity (see the Clean Electricity Target Area on page 87) as well as solar thermal, biomass and other renewable sources of heat and energy. These on-site fossil fuels include natural gas, propane, and diesel. While switching fuel sources, it will also be necessary to ensure that the buildings are well sealed and energy efficient (see Reduced Building Energy Use Target Area on page 101) to manage fuel costs and electrical demand (when applicable).

When building fuel switching is accomplished by transitioning from the combustion of on-site fossil fuels to using electricity, the term "building electrification" is often used to be more specific. Like electric vehicles, building electrification can accomplish significant emissions reductions, but only if the source electricity is sufficiently clean. According to RMI, Arizona has already passed the tipping point in the decarbonization of the electricity grid, so that switching from a natural gas furnace to a grid-based electric heat pump for space and water heating will have an immediate emissions reduction benefit. Additionally, compared to a gas furnace, a heat pump installed in Arizona in 2020 and using grid-based electricity is expected to result in a net reduction in emissions of over 50% for the lifetime of the appliance.

HOW WE'LL GET THERE

"In every city we analyzed, a new all-electric, single-family home is less expensive than a new mixed-fuel home that relies on gas for cooking, space heating, and water heating."
– RMI, All Electric New Homes, a Win for the Climate and the Economy[21]

Approximately 45% of Flagstaff's building emissions, including approximately 56% of residential emissions, come from the on-site combustion of natural gas. Due to the relatively long lifetimes of buildings and appliances, actions now will be crucial for ensuring deep, rapid and long-term emission reductions. These actions include introducing education and incentives to ensure that when existing major appliances require replacement, electric and other renewable alternatives are adopted.

This Plan envisions the electrification of 12,500 major residential appliances as they require replacement as well as significant fuel switching in the commercial sector. Additional efforts can be made to encourage and incentivize electric-only new construction, which has been shown to offer net savings over the lifetime of the building.

[21] https://rmi.org/all-electric-new-homes-a-win-for-the-climate-and-the-economy/

Fossil fuels for low grade heat – like using a chainsaw to cut through butter

Imagine passing someone a stick of butter and asking them to cut it for you. When they leave the table to "get a tool" for the job, you'd probably expect them to grab a butter knife from the kitchen drawer. But instead they return with a chainsaw. Could the chainsaw accomplish the task of cutting butter? Sure. Is a chainsaw the right tool for the task? Certainly not. For the task of cutting butter, a chainsaw uses far more power than is necessary and is clearly wasteful. Similarly, for the task of low-grade space and water heating, on-site fossil fuel combustion uses far more power than is necessary and is wasteful - like using a chainsaw when a butter knife is available.

Even though gas furnaces have become more efficient in the past decades, they will never be able to compare to the performance of an electric heat-pump. This is because furnaces use energy to *generate* heat – while heat pumps primarily use energy to *transfer* heat from place to place, much like a refrigerator or air-conditioner. Indeed, heat pumps are basically air conditioners that can be reversed, meaning they provide both heating and cooling in a single appliance! Transferring heat requires far less energy than generating it, meaning that heat pumps can deliver the same amount of useable heat while using 2-5x less energy than even the most efficient furnaces. For the task of delivering useable heat, compared to a heat pump, even the most efficient furnace is a chainsaw.

To illustrate, consider that a 95% efficient EnergyStar furnace might be able to generate and deliver 950 BTUs/Hr of useable heat for every 1000 BTUs/Hr of gas energy input. BTUs are a unit of energy, and stand for British Thermal Units. Meanwhile, a heat pump is capable of transferring and delivering as much as 4000 BTUs/Hr or more of useable heat for every 1000 BTUs/Hr of electrical energy input. This is because the majority of the thermal energy delivered by a heat pump comes from the environment, not from the input source.

Based on information and image at: https://www.adams-air.com/houston/what-is-COP.php

In addition to being the right tool for the job of delivering low grade heat for space and water heating due to their superior efficiency, heat pumps and other electric appliances can also be powered by renewable sources. This combination means the lifetime energy use and emissions from the use of electric appliances can be far less than appliances combusting fossil fuels on site.

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: Affordability is a significant concern for Flagstaff community members. When working to promote fuel switching, Flagstaff must carefully weigh the balance between climate action and affordability, with the understanding that both are critical to ensure true sustainability. We do not want a result of climate action to be higher cost of utilities for Flagstaff residents, many of whom already struggle to afford to live in Flagstaff.

When working to electrify homes, the City of Flagstaff will balance affordability and climate priorities. Fortunately, advancements in electric heating technologies, particularly through the use of heat pumps, mean that electrification does not necessarily result in higher costs. The Rocky Mountain Institute has found that electrification of space and water heating can reduce costs over the lifetime of the appliances, for both new buildings and some retrofits.[22]

The City will prioritize incentives in collaboration with local partners to make the cost of fuel switching competitive and even beneficial compared to remaining on fossil fuels. The City will work its partners to help residents utilize the latest technology, analyze policies for their impact of affordability, and ensure that electrification does not have detrimental effects, particularly for Flagstaff's low-income families. See the extended conversation about tensions on page 28 for more on electrification and equity.

Electrified homes and buildings may have more price stability, too. Currently, fossil fuels are subsidized and are associated with large externalities, mainly from the negative effects of their greenhouse gas emissions. Should a carbon price come into effect in the next decade, the artificial affordability of using on-site fossil fuels could be dramatically reduced or eliminated (see the Social Cost of Carbon section on page 45).

Adaptation: Surveys conducted throughout the Plan development process have demonstrated that electric grid reliability is a concern for many community members. This is valid, and electric utilities have much work to do in the next decade to bolster the grid for the renewable energy future. The City can support this transition and support grid reliability by implementing initiatives to reduce and manage energy demand - see the Reduced Building Energy Use Target Area on page 101).

[22] https://rmi.org/insight/the-economics-of-electrifying-buildings/

TARGET AREA GOALS

Goal	Year
Reduction in Natural Gas usage by Sector: Industrial: 0% reduction Commercial: 20% reduction Residential: 62% reduction	2030
12,500 residential properties (~50% of residential properties currently connected to natural gas) will have conducted a deep energy efficiency retrofit including the electrification of at least one major appliance.	2030
25% of commercial properties (not including NAU or municipal accounts) will have conducted a deep energy efficiency retrofit including the electrification of at least one major appliance. 15% of commercial properties fully electrify.	2030

Why don't we model natural gas reductions in the industrial sector?

While the low-grade heat used in residential and most commercial applications can be electrified or switched to other renewable sources relatively easily, many industrial processes require high heat or even use natural gas or other fossil fuels as a feedstock. Generally speaking, these are 'harder' problems from a decarbonization standpoint, and as an organization the City is less familiar with how fossil fuels are being used for industrial processes in Flagstaff, and is less well positioned to support Flagstaff industry in making these transitions. The City is prepared to develop education and incentive programs to support residential and commercial entities. While we are optimistic that industrial users will reduce their reliance on fossil fuels, including natural gas, due to our limited information and ability to directly support industrial users, we are not currently modeling any reductions from the industrial sector. Going forward we will look to learn more about the industrial users in our community and their use of fossil fuels, and will look for opportunities to support reductions.

STRATEGIES TO ACHIEVE FUEL SWITCHING

FS-1: Reduce or remove natural gas usage in municipal buildings.

Opportunities for action:

1. Develop and implement a Municipal Building Electrification Plan, to achieve net zero energy in occupied City facilities.
2. Obtain funding to build 100% electric buildings on new City of Flagstaff affordable housing sites, to support affordable living.
3. Electrify appliances during upgrades at existing City of Flagstaff affordable housing sites whenever feasible.

FS-2: Encourage new buildings to rely on the electric grid as their main energy source.

Opportunities for action:

1. Provide monetary incentives to builders that construct or retrofit to achieve net zero energy prior to 2030.
2. Provide incentives to builders to forego natural gas infrastructure in new sub-developments and new buildings.

FS-3: Support fuel switching in existing residential and commercial buildings.

Opportunities for action:

1. Establish a revolving loan fund for major appliance electrification upgrades and solar thermal hot water upgrades for residential and commercial properties.
2. Increase the pace of home and commercial electrification by funding home energy electrification rebates and completing home energy electrification via the Home Energy Retrofit Program.
3. Establish an Electrification Permit Fund to pay for the permits for existing households and businesses to electrify their appliances.
4. Develop incentives to promote the mass installation of solar thermal water heating within the community.

FS-4: Provide training and education on fuel switching.

Opportunities for action:

1. Fund and implement a contractor training program for solar thermal, electric water heaters, electric heat-pump space heaters, and conversions from gas to electric appliances.

2. Develop a program to offer technical assistance, help schedule contractors for fuel switching upgrades, and offer incentives above and beyond what is offered by the utility.
3. Create a Residential Energy Efficiency and Fuel Switching Information Hub for exchanging information about net-zero renovations, electrification, and at-home climate mitigation strategies.

Not Your Grandfather's Heat Pump

According to the Rocky Mountain Institute (RMI) "Heat pump technology has improved significantly in recent years, flipping a commonly accepted narrative that it is not an efficient or dependable heating source. Even accounting for reduced efficiency in extreme cold weather, our analysis finds that modern air source heat pumps are more than twice as efficient as gas furnaces."[23] Modern heat pumps are providing efficient heating in cold weather climates from Denver to Minneapolis to Fargo.

In addition to being able to pair modern heat pumps with smart and programmable thermostats, the main technological updates compared to heat pumps from even a decade ago are the inclusion of:

- Variable speed compressor technology
- Improved expansion valve technology
- Fans with electronically commutated motor (ECM) technology

Each of these technology improvements allow the unit to run at an optimized pressure/openness/speed to best meet the heating (and cooling) needs. Previous heat pumps without these features could typically had to be 'all on or all off,' which reduced performance.

Legislative change

Lobby at the Arizona Corporation Commission for more energy efficiency and electrification programs for all sectors.

~~**Connections to the Flagstaff 2018 Climate Action and Adaptation Plan:**~~

~~Energy Strategy 2. Expand renewable energy genera~~

[23] https://rmi.org/its-time-to-incentivize-residential-heat-pumps

PRIORITY THREE: WE WILL MANAGE OUR CONSUMPTION

Reduced Building Energy Use

Sustainable Consumption

Water Security

Reduced Building Energy Use

Flagstaff will significantly reduce greenhouse gas emissions from heating, cooling and powering buildings.

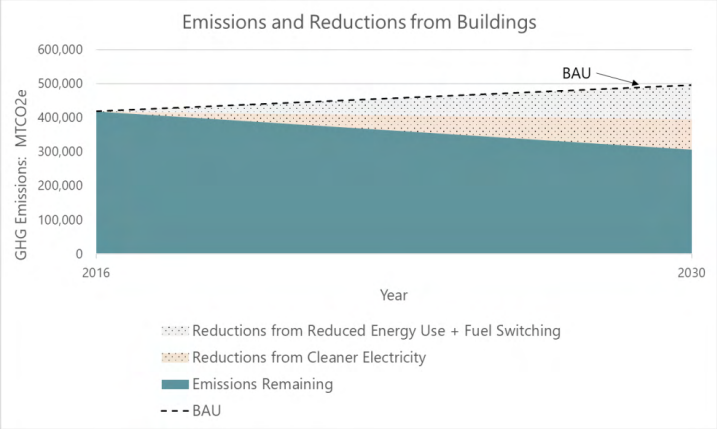


Figure 11: Projected emissions reductions from clean electricity and reducing building energy use, compared to the emissions in the business as usual scenario.

WHAT IT MEANS

Reducing energy demand is one of the quickest and most affordable methods to reduce emissions from buildings.

Whether for new construction or for retrofitting existing buildings, energy efficiency solutions are well understood. Weatherization improves the building envelope and insulation, while other solutions utilize technology (i.e. smart thermostats, energy efficient appliances, distributed energy storage) to optimize energy use. The payback on retrofits, depending on the building, is five to seven years on average.[24]

Reductions in building energy demand will provide immediate emissions reductions from the use of both electricity and natural gas, while also making our homes and businesses more comfortable to live in and more affordable to operate. While APS is making the transition to 100% carbon free electricity (see Clean Electricity Target Area on page 87), reducing building energy demand will also improve the ability of the

[24] https://drawdown.org/solutions/building-retrofitting

Utility to meet demand with cleaner fuel mixes. Reducing building energy demand is especially critical given the various fuel switching strategies in this Plan (see Building Fuel Switching and Electric Mobility Target Areas on page 93 and page 82, respectively). Fuel switching without energy efficiency measures will increase electrical demand significantly. Fuel switching combined with energy efficiency can temper or even reduce electrical demand, thus making it easier and less expensive to bring online the magnitude of clean electricity infrastructure required to meet our future needs.

What about water?

Producing the water that arrives at our taps and then treating it after its use utilizes energy at every stage of our water production and treatment processes. In Flagstaff, water is particularly energy intensive, as many of the wells we use to obtain drinking water are as deep as 1,000 feet or more. Water operations comprise most of the City of Flagstaff's energy use.

Energy use is carefully monitored by the City of Flagstaff's Water Services staff, who work to increase the energy efficiency of Flagstaff's water management processes. Staff also work to manage Flagstaff's water supply, plan for the future, and reduce water use through conservation – more on those efforts can be found at www.Flagstaff.AZ.gov/water.

This Plan, and the City's building energy use reduction efforts, consider water use to fall under the umbrella of building energy use. As water used in a home or a business represents energy use, water efficiency and conservation contribute to reduced community energy use. City staff will work across divisions to coordinate water and energy conservation initiatives.

HOW WE'LL GET THERE

Emissions from buildings currently constitute approximately 44% of all community emissions. To reduce energy demand Flagstaff must set aggressive reduction targets for both new and existing building stock. Due to their long lifetimes and the rate of growth in Flagstaff, it will be important to integrate more energy-efficiency technologies and infrastructure into new construction in the near-term through policies, incentives and economics. The 2018 Climate Action and Adaptation Plan forecast a goal of a net-zero construction code for all new residential and commercial buildings by 2040. This goal will be accelerated to 2030 with an intermediary glidepath to net-zero building code in 2025. While it is important for new buildings to be energy efficient, the ~~today's~~ existing building stock of 2021 is expected to make up over 90% of the community buildings in 2030. Therefore, it will be critical that a significant number of these buildings, especially the older and lower performing ones, undergo building retrofits to both reduce their energy demand and improve their comfort and utility for their occupants. This Plan envisions and supports performing home energy and electrification retrofits on 12,500 homes (~50% of the existing housing stock) in addition to a significant number of building retrofits in the commercial sector. Performing retrofits at this scale will be an enormous opportunity for jobs and partner collaboration.

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: Three in ten households in the US face challenges in meeting their energy needs.[25] Low-income households face disproportionately higher energy burden – or the portion of gross household income spent on energy costs. According to the Department of Energy, low-income households spend 8.6% of their income on energy, compared to 3% for other households.[26] In Flagstaff, low-income households spend 13% of their income on energy each year; higher-income households spend between 1% and 3%.[27] This is a large energy burden that leads to a high cost of living, limited disposable income and financial insecurity for Flagstaff's low-income families.

Purchasing new, energy efficient technology or appliances often requires a significant up-front financial investment. While all households can benefit from the return on investment provided by energy efficiency, high up-front costs meant that not all households can access this investment opportunity that helps save money over the long term. This inequity can persist in incentives, where only those who have access to upfront funds to purchase the appliance are able to access the financial incentive.

Climate action in this target area will work to reduce the energy burden for low-income families, and work to provide emissions and cost-saving benefits equitably throughout the community.

Adaptation: More efficient buildings can help Flagstaff residents be more prepared for more extreme weather, like extreme heat, large winter storms, or extreme cold. By reducing the energy used in homes and other buildings, energy efficiency investments can lead to lower heating and cooling energy use, which leads to lower energy bills and lower reliance on outside fuels, which can be helpful during extreme weather.

Heat pumps are a climate mitigation tool that help residents heat their homes using electricity instead of fossil fuels. Heat pumps can also be used as air conditioners, which can help people with health conditions get through Flagstaff's hottest summer days, but also use a lot of energy. Currently, most homes in Flagstaff do not have air conditioning. As more homes in Flagstaff install heat pumps, more residents will have access to air conditioning, creating the possibility for increased energy use in the summer months. Energy-efficient building practices and demand management will be needed to ensure that Flagstaff's buildings are well-insulated and require lower amounts of both heating and cooling.

[25] https://www.eia.gov/todayinenergy/detail.php?id=37072
[26] https://www.energy.gov/eere/slsc/low-income-community-energy-solutions
[27] https://www.energy.gov/eere/slsc/maps/lead-tool

TARGET AREA GOALS

Goal	Year
Reduce greenhouse gas emissions from heating, cooling and powering buildings by 34% from BAU.	2030
Reduce electricity usage by building sector: Industrial: 0% reduction Commercial: 0% reduction Residential: 4% reduction	2030
Reduce natural gas usage by building sector: Industrial: 0% reduction Commercial: 20% reduction Residential: 62% reduction	2030

STRATEGIES TO ACHIEVE REDUCED BUILDING ENERGY USE

BE-1: Achieve net zero energy City of Flagstaff facilities.

Opportunities for action:

1. Perform a full-scale energy audit and implement recommended energy retrofits for all City of Flagstaff facilities from this audit.
2. Design and obtain funding for new City of Flagstaff Affordable housing sites to be net zero energy.
3. When retrofits at existing City of Flagstaff Affordable housing sites are made, implement efficiency upgrades to move the sites towards net zero energy.

BE-2: By 2030, require new homes in Flagstaff to be net zero energy homes.

Opportunities for action:

1. Implement progressively more aggressive building codes, requiring net zero energy buildings.
2. City staff should ensure the City's building code is reflective of rapidly changing technology related to energy efficiency, renewable energy, energy or battery storage, and electrification.
3. Provide incentives to builders to construct net zero energy buildings, prior to a net zero energy code requirement. Use these buildings to showcase the feasibility, benefits and innovation.
4. Require large new buildings and new neighborhood developments to submit c**arbon neutrality alignment statements**, to increase collaboration between developers and the City and to communicate how developments contribute to the City's carbon neutrality goals.

BE-3: Reduce energy use in existing buildings.

Opportunities for action:

1. Incentivize and subsidize home energy efficiency retrofits on a sliding scale based on income.
2. Establish a revolving loan fund for energy efficiency upgrades to make affordable financing available to both commercial and residential properties.
3. Work with real estate energy partners to obtain energy efficiency information during real estate transactions, such as requiring home energy efficiency scores when homes are sold or ownership is transferred.
4. Catalyze energy efficiency and more affordable living in rental housing, increasing energy efficiency in rental homes through incentives and potential minimum standards.
5. Expand energy efficiency outreach, including energy efficiency workshops, education on energy price signals, and how to navigate time-of-use pricing.

Why net zero energy homes?

Net zero energy homes are tied to the electric grid, and use a low amount of energy due to being air-tight, well-insulated and energy efficient. They typically incorporate some sort of renewable energy generation on-site, like solar panels. Due to this low energy use paired with energy production, these homes produce as much renewable energy as they consume over the course of a year, leaving the occupants with a net zero energy bill, and a carbon-free home.[28] Homes can be built as **net zero ready**, meaning they can become net zero with the installation of solar panels.

Net zero energy *ready* homes are already being built in Flagstaff – the Crestview neighborhood, by the developer Capstone, is comprised of all net zero energy ready homes – including the homes participating in the City of Flagstaff Community Land Trust Program.

The Department of Energy (DOE) has a Zero Energy Ready Home Program, to recognize ZERH homes and ensure "**outstanding levels of energy savings, comfort, health, and durability.**"[29] The DOE promotes the following benefits from zero energy ready homes:

- Improved home experience and lower ownership costs,
- Benefits to home builders, including customer satisfaction and lower liability,
- Support of a more resilient electric grid with lower peak demand, and
- Approximately $150 billion of utility savings and signification jobs benefits.[30]

Legislative change

This strategy would benefit from enabling legislation to allow:

1). Energy use disclosure and benchmarking for all buildings, and

2). An Arizona PACE program to encourage property owners to make energy-related investments and upgrades to buildings using a special property assessment, for both residential and commercial properties.

~~Connections to the Flagstaff 2018 Climate Action and Adaptation Plan:~~

~~Energy Focus Area Strategy 1. Improve energy efficiency in all sectors.~~

[28] Learn more: https://zeroenergyproject.org/buy/zero-energy-homes
[29] https://www.energy.gov/eere/buildings/zero-energy-ready-homes
[30] https://www.energy.gov/sites/prod/files/2020/08/f77/Zero%20Energy%20Ready%20Homes-%20Why%2C%20What%2C%20and%20How.pdf

Sustainable Consumption ~~and Waste Management~~

Commented [JN9]: The Sustainable Consumption and Waste Management target area title was shortened (to: Sustainable Consumption) for clarity and ease of use. This revision was NOT tracked elsewhere, for simplicity.

Flagstaff will move towards sustainable consumption, divert more materials from the landfill through reuse and recycling, and then reduce emissions from the landfill.

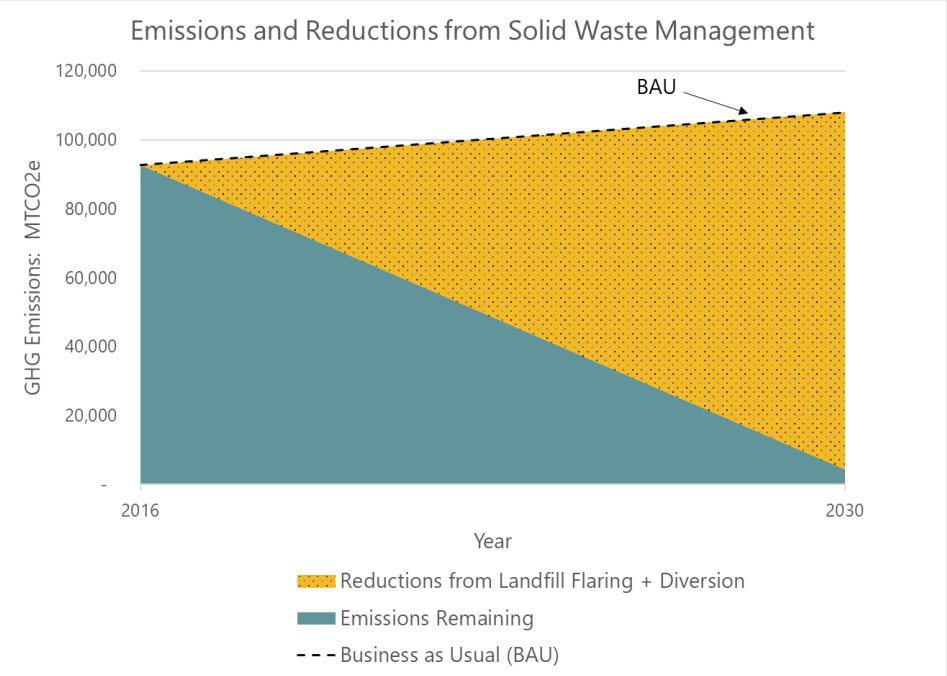


Figure 12: Projected emissions reductions from solid waste management, compared to the emissions in the business as usual scenario.

WHAT IT MEANS

Given our current sector-based inventory methods (see page 159), community emissions related to solid waste come almost entirely from landfill gas, a natural byproduct of the decomposition of organic material. Landfill gas tends to be 40-60% methane, with the rest being carbon dioxide and other non-

methane organic compounds. Methane is a potent greenhouse gas that is 28-36 times more effective than carbon dioxide at trapping heat in the atmosphere over a 100-year period.[31]

HOW WE'LL GET THERE

While reported emissions related to solid waste account for approximately 16% of Flagstaff's current emissions profile, the impact of waste and consumption is likely to be significantly underestimated due to the fact that Flagstaff currently conducts a sector-based rather than a consumption-based inventory (see the Sector-Based Greenhouse Gas Inventory section on page 159). Therefore, many of the prevention actions in this Target Area are expected to have unmeasured beneficial impacts beyond even what can be captured using our current methods of measurement. Additionally, many of the actions in this Target Area offer environmental, economic, and social co-benefits. For example, actions such as rescuing edible food from the landfill and redistributing to food donation programs not only reduces methane emissions, it also helps to address hunger in local communities.

The main strategy in this Plan for managing landfill emissions calls for installing gas collection systems at the Cinder Lake Landfill. This should include pre-installation of a horizontal gas collection system during the construction of the next landfill cell, which is expected to get underway in the next 5-7 years. This next landfill cell will also be lined, which will help maximize the efficacy of the pre-installed gas collection system. Retroactive installation of a gas collection system within the currently open and unlined cells, which are expected to be closed and capped between 2026-2029, may not achieve optimal collection efficiency, but this voluntary action would be supported by the Arizona Department of Environmental Quality. Analysis will need to be conducted to determine the gas collection efficiencies that can be achieved for these unlined cells, and the emissions and reductions projected can be updated as more data becomes available. Flaring was chosen over other potential options (i.e. gas to energy) for the currently open cells after assessing the expected returns and determining that they did not justify the increased price. Flaring has been shown to have a 98% methane destruction efficiency, meaning that it destroys 98% of the gas collected.

The City of Flagstaff ReThink Waste Challenge is a program that joins innovation, equity, and waste minimization. By providing funding to innovative projects focused on decreasing waste, entrepreneurs are better able to implement strategies to decrease waste in the Flagstaff community.

Finally, it should be noted that the ReThink Waste Plan was adopted by resolution in 2018, the same year as the Climate Action and Adaptation Plan (CAAP). These two plans were largely aligned in terms of goals and timelines. Given that the Climate Emergency Declaration has advanced the goals and timelines of the CAAP, the ReThink Waste Plan should also be updated. Indeed, the actions in this target area should be considered a starting point and sneak peek for some of the updates to come in the ReThink Waste Plan.

[31] https://www.epa.gov/lmop/basic-information-about-landfill-gas

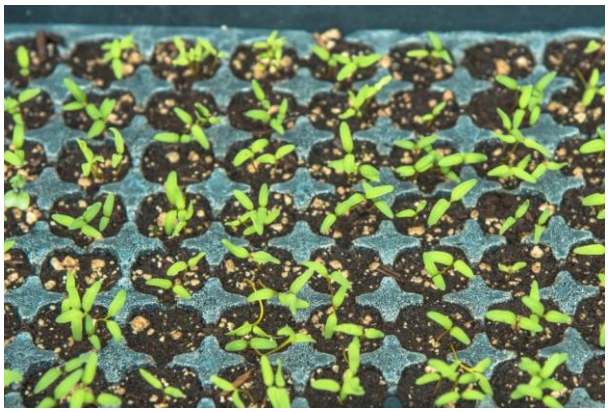
EQUITY AND ADAPTATION CONSIDERATIONS

Equity: Programs to incentivize decreasing waste and overall consumption can be financially beneficial to low and middle income households that produce little waste. The Pay as You Throw pilot program is an example of this, where those who produce little waste will pay less than those who create more. However, some low- and middle-income households inherently produce more waste due to factors such as family size, age, or disability. These factors must therefore be considered when creating and implementing waste reduction programs in order to create effective policies that decrease waste in an equitable manner.

Adaptation: Ideas behind decreasing waste and consumption sometimes rely on purchasing reusable items, under the assumption that all people can afford to buy these items. However, we can learn from the most sustainable among us - those who have decreased waste out of necessity; reusing jars and containers instead of purchasing a new Hydro Flask bottle or package of Tupperware actually does more to decrease consumption. Flagstaff can learn from the ingrained resilience and wisdom of our elders that exists within our community.

TARGET AREA GOALS

Goal	Year
Reduce methane emissions from the landfill by up to 98%	2030
Ensure equal access to recycling services across Flagstaff.	2030
80% community waste prevented and diverted from landfill	2030



STRATEGIES TO ACHIEVE SUSTAINABLE CONSUMPTION ~~AND WASTE MANAGEMENT~~

SC~~MM~~-1: Manage emissions from the Cinder Lake Landfill.

Opportunities for action:

1. Establish gas capture and flare systems at the Cinder Lake Landfill.
2. Explore the feasibility of a large-scale digestion or other composting mechanisms.

SC~~MM~~-2: Encourage sustainable consumption.

Opportunities for action:

1. Expand educational programming to encourage sustainable consumption by residents and businesses.
2. Collaborate with local and regional partners to reduce construction and demolition waste.
3. Encourage low-carbon food consumption.

SC~~MM~~-3: Divert more waste from the landfill.

Opportunities for action:

1. Convert the materials recovery facility (MRF) to a transfer station to expand allowable recyclable materials and increase diversion from landfill.
2. Utilize MRF space for a Center for Hard to Recycle Materials (CHARM). Host regular community events and drop off days at this facility and partner with businesses to divert the material.
3. Incorporate residential "Pay as you Throw" volumetric pricing to divert more waste from the landfill.
4. Complete waste characterization study to identify recoverable materials that create economic development opportunities.

SC~~MM~~-4: Reduce organic waste going to the landfill and ~~feed hungry people~~reduce food insecurity.

Opportunities for action:

1. Expand composting services to reduce food waste and yard waste going to the landfill, starting with a drop off composting service for residential customers and eventually offering curbside collection service.
2. Offer a composting service to commercial customers.
3. Expand educational programming to prevent wasted food in households and businesses.
4. Work with local partners and provide municipal support and resources to maximize food rescue and redirect that food to help address food insecurity in our community
5. Incentivize or mandate the use of locally produced compost to increase demand.

The importance of developing a market for compost material

A composting operation large enough to accept Flagstaff's organic waste will be a major financial investment. In order for the operation to be successful, there needs to be a robust market to sell finished compost and drive greater organic waste diversion. If there is too little demand for compost material, the price of the material will be too low to justify the investment. Thankfully, there are great examples of jurisdictions across the county that we can look to for examples of how to boost demand for compost material. States such as Washington, Oregon, and others require its use in highway development and stormwater infrastructure, while other communities encourage the use of compost as part of new housing developing. Not only does this help sustain composting programs but it also improves soil quality and sequesters carbon.

~~Connections to the Flagstaff 2018 Climate Action and Adaptation Plan:~~

~~Waste and Consumption Strategies:~~
- ~~Strategy 1. Increase waste diversion~~
- ~~Strategy 2. Support sustainable and accessible production and consumption.~~
- ~~Strategy 3. Optimize collection and disposal systems to minimize greenhouse gas emissions.~~
- ~~Strategy 4. Improve data collection on consumption, waste, and diversion.~~

Water ~~Resources~~Security

Commented [JN10]: This target area was migrated from the CAAP – Water Resources target area.

Tracked changes are changes from the CAAP content.

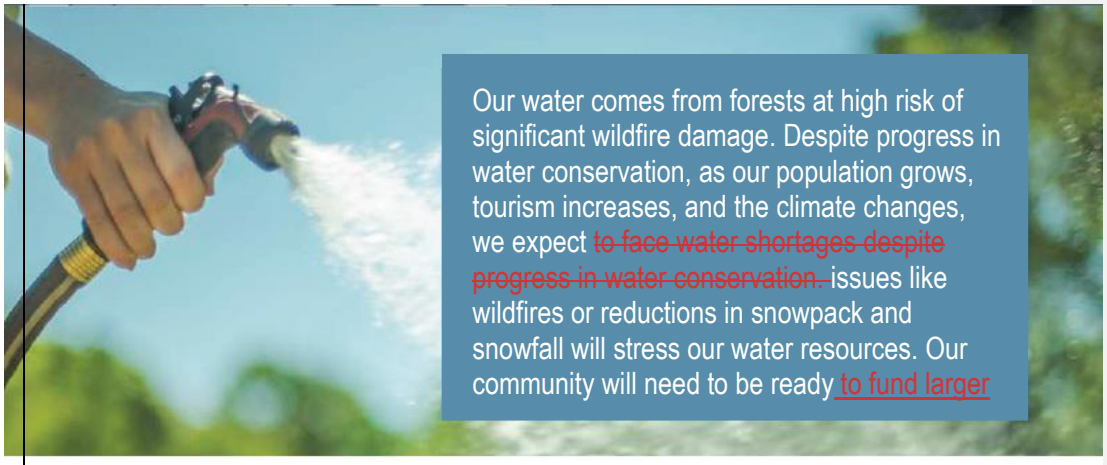
Flagstaff will ensure that water resources are distributed equitably and sustainably, the community is empowered to use water efficiently, and water and wastewater treatment minimizes greenhouse gas emissions.

WHAT IT MEANS

Water ~~Resources~~ Security refers to the surface water, groundwater, and reclaimed water that serve~~s~~ our residential, commercial, industrial, institutional, recreational, and agricultural needs. It includes 100-year water supply planning, diversification of the water supply portfolio, and conservation to sustain our water supplies and quality for future generations.

The treatment and conveyance of Flagstaff's water supply and wastewater emit a considerable quantity of greenhouse gas emissions. Actions to minimize water use and optimize treatment and conveyance processes can help lower the community's greenhouse gas footprint.

Nearly 80% ~~A significant portion~~ of Flagstaff's water comes from forests at high risk of significant wildfire damage. Despite progress in water conservation, as our population grows, tourism increases, and the climate changes, we expect ~~to face reduced surface water availability~~water demand to increase ~~along~~while ~~with stress that~~ climate change~~s~~ ~~has on~~ stresses our water resources.



Our water comes from forests at high risk of significant wildfire damage. Despite progress in water conservation, as our population grows, tourism increases, and the climate changes, we expect ~~to face water shortages despite progress in water conservation.~~ issues like wildfires or reductions in snowpack and snowfall will stress our water resources. Our community will need to be ready to fund larger

Water Supply, Quality, and Infrastructure
Vulnerability to Climate Change

By 2100, Flagstaff communities are likely to face:

HIGH VULNERABILITY	MEDIUM-HIGH VULNERABILITY	HIGH VULNERABILITY
Reduced water availability and increased demand are expected to accelerate the need to develop new water supply projects.	More wildfire, drought, and flooding are likely to impair water quality.	More wildfire and flooding is likely to significantly damage natural and human-made water infrastructure.

HOW WE'LL GET THERE

The City of Flagstaff works to provide water, wastewater, and stormwater services that meet the present and future environmental, health and safety needs of the community. A reliable water supply is essential to maintaining our community's economic vitality and overall sustainability. The City works in a variety of ways to ensuring water security and sustainability:

- The City of Flagstaff has been using reclaimed water to off-set potable water used for irrigation since 19~~66~~71.
- The City's Water Conservation Program provides numerous incentives to Flagstaff residents for water conservation measures including rainwater harvesting, changing out high water use ~~toilets~~fixtures, and efficient landscapes.
- The City has tiered water rates for the single-family residential sector, the highest water use category by volume.
- The City's Water Services Division has conducted energy audits of their water and wastewater treatment facilities to identify ways to reduce energy consumption.
- Due to water conservation efforts of the City and residents, water use per capita has decreased approximately 5~~4~~0% in the past 4~~3~~0 years.
- The City of Flagstaff has a 100-year Designation of Adequate Water Supply from the Arizona Department of Water Resources, demonstrating the City's commitment towards securing a long-term water supply.

The City will ensure that Flagstaff has adequate water supplies, now and into the future. The City of Flagstaff Water Services Division is working to meet the present and future needs of the Flagstaff community through long-term planning, upcoming rate studies, and continuing conversations with the community. The City will employ a variety of strategies to achieve its climate and water goals, such as:

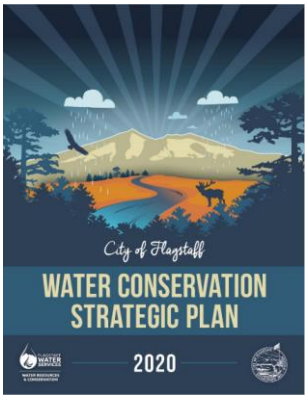
- Conserving water through infrastructure that enables and expands water reuse.
- Maintaining forests and ecosystems through management is vital for watershed function and health.
- Reducing water use through conservation, reduc~~ing~~es the use of energy for water delivery and treatment and protect~~ing~~s vital resources.
- Promotion of natural drainage systems and low impact development ~~can~~ to reduce ~~curb~~ flooding and stormwater issues that may be exacerbated under future climate conditions, as well as recharge aquifers.

Additionally, the City of Flagstaff will work to better understand the greenhouse gas emissions from water production, delivery, and wastewater treatment in the public and private sectors. It will begin to track the kilowatt hours (kWh) and greenhouse gas emissions per gallon of ~~potable~~ water produced, for both potable and reclaimed water.

The **Flagstaff Water Conservation Strategic Plan** was adopted in December 2020, to plan for the expansion and improvement of water conservation efforts at the City of Flagstaff. The Plan recommends implementing expanded water conservation efforts to improve Flagstaff's sustainability as a community through long-term water resource reliability. Conservation is the least expensive means of meeting future water supply needs for the Flagstaff area.

Two policy proposals developed through this Strategic Plan are particularly relevant to climate action:

1. Amend the City of Flagstaff plumbing code to require WaterSense certification for new faucets, showerheads, and toilets.
2. Improve landscape design standards (including increased passive and active rainwater absorption) as well as the removal of problematic plants from the current landscape design plant list.



TARGET AREA GOALS

Goal	Year
Ensure a secure and sustainable water supply that is accessible and affordable in the face of climate change impacts.	2030
Conserve community water resources by maximizing water efficiency and supporting innovations in water resources, including within stormwater, groundwater, surface water, and reuse systems.	2030
Reduce greenhouse gas emissions from water production and delivery and wastewater treatment in the public and private sectors.	2030

STRATEGIES TO ACHIEVE WATER SECURITY

WS-1: Improve water infrastructure and expand water reuse.

Opportunities for Action

1. Evaluate the greenhouse gas emissions and financial impacts of potable reuse, water importation, and groundwater pumping~~mining~~.
2. Incorporate enhanced energy efficiency and smart controls into water production and wastewater treatment designs on new projects and upgrades of existing equipment.
3. Increase the efficiency of municipal irrigation systems and practices.
4. Purchase backup generators for the Flagstaff water and wastewater infrastructure system in order to achieve the City Council's goal of providing a "sustained minimal" level of water services in the event of a catastrophic power loss.
5. Evaluate the viability and costs of new advanced reclaimed water treatment technologies to increase water quality for potable reuse.
6. ~~Create a~~ Update the Water Resources Master Plan to ensure a long-term sustainable and secure supply when faced with climate-related hazards.
7. Evaluate options for enhancing resiliency of the reclaimed water system, such as additional storage and looped piping.

WS-2: Improve ecosystem management for protection of water resources.

Opportunities for Action

1. Maximize groundwater recharge, such as by prioritizing the use of reclaimed water to recharge aquifers and protecting recharge zones in perpetuity.
2. Evaluate landscape and stormwater codes for suitability with projected changes in temperature and precipitation, and how effectively the codes support the development of green infrastructure.

WS-3: Continue to support water conservation efforts across the Flagstaff community.

Opportunities for Action

1. Expand public education on water conservation and the "one water" concept, which says that all water is reusable.
2. Work with high water users within the non-residential ~~recreational, commercial, and manufacturing~~ customer classes to maximize water use efficiency.
3. Develop policy and processes to evaluate water use and community benefits such as economic development when permitting new businesses and community events.
4. Evaluate the viability of introducing various water conservation requirements for new construction, such as rainwater harvesting for irrigated spaces.
5. Create a repair loan program for City customers to encourage repairs to aging water infrastructure in homes and businesses.
6. Increase participation in water conservation incentives and rebates for indoor and outdoor water use efficiency, as recommended by the City's 2020~~19~~ Water Conservation Strategic Plan.

~~Advance building codes to remove barriers to composting toilets and tank-to-toilet systems.~~

WS-4: Maximize passive and active community rainwater infiltration.

Opportunities for Action

1. Increase implementation of low impact development and water programs, including rainwater harvesting, the low impact development ordinance, and the NPDES Section 402 Program.
2. Maintain the rural floodplain ordinance.
3. Commit funding for new and the replacement of old stormwater infrastructure to ensure adequate sizing to accommodate anticipated precipitation changes.
4. Create a watershed management plan.

WATER SECURITY TENSIONS

Commented [JN11]: This is duplicative of the below text (in the image). Retaining to show the tracked changes.

A reliable water supply is essential to maintaining our community's economic vitality and overall sustainability. ~~Flagstaff is at the forefront of rural Arizona communities when it comes to water planning.~~ The City's Designation of Adequate Water Supply links water supply to future water demands for all unbuilt plats and parcels in Flagstaff, planning 100 years into the future. However, ~~this is not to say that~~ climate change poses threat~~s~~ to Flagstaff's water supply. ~~that will~~ requiring~~e~~ us to make difficult decisions as we work to provide water security for the community. The majority of Flagstaff's water is sourced from the C aquifer~~s~~, an underground water source~~s~~ that is ~~are~~ maintained (recharged) largely through the ~~gradual~~ melting of snowpack and reclaimed water discharged into the Rio de Flag. Climate change will shift more of Flagstaff's precipitation from snowpack to rain, which could decrease aquifer recharge. Continuing to be innovative and focused on water efficiency and water conservation is essential going forward.

The other primary source of Flagstaff's water supply is surface water from Upper Lake Mary and water from the Inner Basin of the San Francisco Peaks. Both supplies are within forested, undeveloped watersheds of the Coconino National Forest, and at high risk for wildfire. Protecting these supplies from catastrophic wildfire is a key priority of the City, with watershed health programs funded through a water rate designated for that purpose. ~~One option for our future water supply is to drill deeper wells into aquifers to access water stored further below the surface. This process would require extensive infrastructure development and would use energy to pump water from deeper below the earth's surface.~~

What are options for future water sources? ~~A second~~One option is to expand groundwater development onto the City's Red Gap Ranch, ~~an area~~located 40 miles east of Flagstaff with access to the C-aquifer, the area's largest and deepest underground water source. While this option ensures access that would increase the City's groundwater resource capacity, pumping and transportation infrastructure would be needed to deliver water to Flagstaff, including a 40-mile pipeline and booster stations to bring the water up 2,000 feet of elevation to the city. The water at Red Gap Ranch is slightly saltier than Flagstaff's current water supply and may need treatment before consumption, a process that would further increase energy use for the production of this water.

Another ~~third~~ option is ~~the "One Water" framework, which considers all of the water sources in an area—drinking water, wastewater,~~ to investigate the opportunity for storm water to either serve as a water supply or to offset potable water uses. ~~, groundwater, and~~

Lastly, is the significant opportunity Flagstaff has to advance the treatment and reuse of reclaimed water. ~~— as a single resource that must be managed accordingly. Establishing this framework would enable Flagstaff to assess and plan for future challenges and opportunities in water management. It would also allow for~~ Increased use of reclaimed water whether directly or via recharge~~, which~~ lessens demand on other water sources. However, this framework would

require difficult community and municipal discussions of current water management systems and would involve new expensive treatment infrastructure development to accommodate the framework's implementation.

Flagstaff's current water supply is also subject to higher demand as the city's population and visitation increase. Adjusting current water management to include future demand will require the City to seek out new innovative solutions and consider the cost of building new infrastructure as well as the associated long-term greenhouse gas emissions. As Flagstaff considers future water security and its climate goals, the City will have to weigh the emissions, financial implications, and long-term resilience~~y~~ associated with various water sources and management strategies.

PRIORITY FOUR: WE WILL UPHOLD OUR COMMITMENTS

Healthy Forests and Open Spaces

Health and Safety

Economic Prosperity

Carbon Dioxide Removal

Healthy Forests and Open Spaces ~~Natural Environment~~

Flagstaff will support~~In 2030, Flagstaff has~~ thriving local ecosystems that are resilient to climate change, publicly accessible, and store carbon dioxide.

WHAT IT MEANS

Healthy Forests and Open Spaces ~~Natural Environment~~ refers to ecosystem health, environmentally sensitive lands, plants, soils, and wildlife in the context of the conservation and protection of natural systems. This ~~focus~~ target area also includes open spaces that protect environmental quality and biodiversity, support tourism, and protect historic and cultural resources.

Flagstaff is fortunate to have a bounty of beautiful natural spaces that provide multiple benefits for the community, including the provision of clean air and water, recreational opportunities, and wildlife habitat. Many of Flagstaff's natural systems and surrounding natural areas will be impacted by climate change, threatening important services such as water filtration, flood abatement, recreation, and fire protection. Changes in temperature, snowpack, and the abundance of diseases and pests will stress Flagstaff's surrounding forests and the species that depend on them. Although not formally accounted for in Flagstaff's greenhouse gas emissions inventory, natural ecosystems such as forests capture and store carbon, acting as a greenhouse gas "sink." Proper ecosystem management can optimize this process of carbon sequestration, as well as minimize the potential risk of greenhouse gas emissions from wildfires.

The ponderosa pine forests of northern Arizona have existed for thousands of years and evolved to benefit from frequent fires ignited by both seasonal monsoonal weather patterns and cultural burning practices. Unfortunately, more than a century of fire suppression-based management has left the forest in an altered condition. These changes threaten Flagstaff's natural resources, economy, infrastructure, and quality of life, which negatively impact recreation and tourism-based economies.

The threats and preventive solutions are complicated but well understood. Restoring the forest to its natural, fire adapted pattern can mitigate unnatural wildfire threats. Long term forest restoration strategies will also stabilize and enhance carbon storage. Collaborative efforts that involve agencies, communities and stakeholders are required to advance risk reduction projects.

Commented [JN12]: This target area was migrated from the CAAP –Natural Environment target area.

Tracked changes are changes from the CAAP content.

Forest Health and Wildfire
Vulnerability to Climate Change

By 2100, Flagstaff communities are likely to face:

HIGH VULNERABILITY	HIGH VULNERABILITY	MEDIUM-HIGH VULNERABILITY	HIGH VULNERABILITY
Overall declines in forest health and widespread forest loss due to wildfires, drought, pests, and invasive species.	Larger, more frequent stand-replacing wildfires.	Larger, more frequent flooding after wildfires. More floods in general.	More beetle infestations and invasive species due to warmer, drier conditions.

Good Fire and Bad Fire

Fire plays a central role in structuring and regulating the function of forest ecosystems. The ponderosa pine ecosystem surrounding Flagstaff evolved to tolerate and flourish amidst regular fires of lower intensity. Low-severity fires are a natural part of Flagstaff's ecosystem– and a key component of the health of our forests. This is what we refer to as '**good fire,**' which burned young trees and forest floor materials.

As the Flagstaff region grew in the second half of the 20th century, the natural fire regimes were interrupted through fire suppression. Fire was often viewed as bad, leading to efforts to prevent or reduce the growth of all wildfires. This continual fire suppression in the forests of the western US resulted in substantial changes to forest structure, composition, and function. This resulted in dense forests and hazardous amounts of fuels in the forest, leading to the high-severity, stand-replacing fires we see across the west today.

Ecological restoration and fuels reduction programs – such as thinning or prescribed fires - attempt to assist in the recovery of ecosystem function in forests where the fire regime has been disrupted. This is an attempt to restore 'good fire' to the landscape. As Flagstaff seeks to restore forest health and become a fire adapted community, the community will need to continue conversations on how to support a fire-adapted forest and encourage the 'good fire' that is essential for our ecosystem.

Adapted from the Northern Arizona University Ecological Restoration Institute's online resource on ponderosa pine ecosystems: https://eri.nau.edu/research-topic/ponderosa-pine-ecosystem/

HART PRAIRIE – THEN AND NOW

These two photos document landscape-scale changes over a century of fire exclusion. The historical photo on the left shows Hart Prairie, outside of Flagstaff, Arizona in 1885. Note the openness with pine and aspen in mixed stands. The photo on the right is the same photo point more than 100 years later in 1990. Note the expansion of forest into what was formerly open prairie. *These photos have been colorized.*

Source: Northern Arizona University Ecological Restoration Institute.

HOW WE'LL GET THERE

Environmental systems—including the Rio de Flag watershed, grasslands, wildlife corridors, cultural sites, sites of community significance, and biodiverse wildlife and plant habitats—provide benefits to the Flagstaff community. Ensuring that the forests in and around Flagstaff are healthy can reduce wildfire risk, increase climate resilience, and sequester carbon by facilitating the historic ponderosa pine ecosystem.

The City of Flagstaff is working to reduce the risk of unnaturally severe wildfires, restore the structure, pattern, composition, and health of fire-adapted ecosystems, and provide for wildlife and plant diversity. Much of this work depends on our ability to secure funding, work with regional and federal partners, and support forest-product industries. Focus areas include:

1. Developing sustainable, appropriately-scaled business~~es~~ models to harvest, process, and sell the wood products removed during ecological restoration-based thinning.
2. Transforming fire management policies and funding to better support the implementation of ecologically appropriate fire.
3. Developing n~~N~~ew collaborations and funding sources ~~are needed~~ to ensure that we can achieve the desired forest health outcomes across priority landscapes.
4. Increasing p~~P~~ublic engagement and education to ~~can~~ help prevent wildfires. As Flagstaff's populations grows and vulnerabilities increase, there may be an increase in human-caused fires. Educational outreach programs can help to prevent unnatural, high-severity wildfires caused by human activity.

Building on a track record of forward-thinking wildland fire management

In 1997, the City of Flagstaff established a Wildland Fire Management Program (WFM) to address wildfire risks within City limits. The mission of WFM is to protect Flagstaff's residents, resources, and priority watersheds from the effects of catastrophic wildfire. Our vision is a community where Flagstaff thrives due to the Wildland Fire Management program's ability to leverage its unique skills and knowledge with Wildland Fire Response, Forest Management and Firewise community engagement. This program has evolved to include multi-jurisdictional fire management and forest health partnerships.

In November 2012, residents of Flagstaff overwhelmingly approved a $10 million bond to support forest restoration work within key watersheds on the Coconino National Forest and on State and City lands. The Flagstaff Watershed Protection Project, led by the Wildland Fire Management Program, is a unique effort where forest restoration work on the National Forests is being funded by a municipality. This $10M investment is designed to mitigate between $573 million and $1.2 billion in future costs.

During the summer of 2020, the City of Flagstaff developed an innovative way to further invest in the prevention of undesirable wildfire impacts. The Water Resource and Infrastructure Protection fee is now included on City of Flagstaff water services monthly bills. This fee will support the Flagstaff Fire Department's Wildland Fire Management Program's ability to protect Flagstaff and its priority watersheds from the effects of catastrophic wildfire. A fee of $0.52 per 1000 gallons of water used will provide a reliable and stable source of funding for the Wildland Fire Management Program.

The continuing work to improve forest health, transform fire management, and protect public health is multi-faceted. Forest health and open space work often depends on diverse partnerships, complex projects, or decades-long planning efforts.

Carbon sequestration in fire-prone forests

Flagstaff's forests sequester carbon from the atmosphere. How do forest health improvements relate to carbon sequestration? Research at the University of New Mexico and the USDA Forest Service provides actionable information on the long-term carbon benefits of reducing high-severity risk:

Research Brief for Forest Managers: Carbon Sequestration in Fire-Prone Forests
Matthew Hurteau, University of New Mexico.
Malcolm North, USDA Forest Service, PSW Research Station

"As trees grow, they sequester carbon from the atmosphere, some of which is converted to wood. Carbon removed from the atmosphere and stored in trees provides a **climate mitigation benefit…**. On lands that are currently forested, increasing the climate mitigation benefit is more complicated than increasing the amount of tree biomass per unit area. **The role of disturbance in forested systems must be considered** since large-scale disturbances such as wildfire can release carbon back to the atmosphere."

"In the western United States, a long period of fire suppression has increased tree density and fuel accumulation. In forest types that were historically maintained by frequent, low-severity fire, fire suppression has increased the risk of high-severity wildfire. Fuels reduction treatments to reduce this risk and restore forests to a more open, fire-resistant structure are being widely implemented. These treatments **carry a near-term carbon cost** because standing tree biomass is reduced to reduce the risk of high-severity fire."

"However, **there are long-term carbon benefits from reducing high-severity fire risk.** By reducing tree density and fuels, and retaining large, fire-tolerant species, **carbon loss is reduced when a wildfire occurs.** Forest management based on ecosystem-specific practices will likely yield the greatest benefit in carbon storage and long-term stabilization."

"Management Implications:

- Consolidating carbon stocks in fewer, larger trees reduces the risk of carbon loss from fire.
- The pre-suppression forest structure provides the best target from maintaining sustainable carbon stocks and ecological function."

To review the full research brief and reference papers, see:
https://ucanr.edu/sites/CentralSierraForestry/files/330089.pdf

A few illustrative partnership efforts to date include:

- ~~In 2012, residents of Flagstaff overwhelmingly approved a **$10 million bond to support forest restoration work** within two key watersheds in the Coconino National Forest and on State and City lands. The Flagstaff Watershed Protection Project is one of a few examples in the country where forest restoration work in a national forest is being funded by a municipality, and the only known instance where such an effort is funded through voter-approved municipal bonds.~~

- The **Greater Flagstaff Forest Partnership** is an alliance of environmental, governmental, and business organizations, working on forest ecosystem restoration in and around Flagstaff. GFFP has been supported by the City of Flagstaff since 1996.
- **Community volunteer events** on Flagstaff's legally designated open space properties remove invasive weeds that threaten natural ecosystems.
- The City has procured multiple rounds of grant funding to distribute HEPA air purifiers to residents who struggle during poor air quality events.
- In 2021, the Flagstaff Fire Department partnered with Summit Fire and Medical District, the International Association of Fire Chiefs, and the ~~The~~ Nature Conservancy's North America Fire Program partnered together to host the first Prescribed Fire Training Exchange (TREX) in Arizona. This exchange brought together structural and wildland firefighters from nine agencies and partners in northern Arizona. The Flagstaff TREX crew accomplished 881 acres of prescribed fire on city and federal lands while training in prescribed fire, land management, the wildland-urban interface, and smoke management.

Flagstaff's Open Spaces

The Flagstaff community has access to over 3,000 acres of legally-designated open space properties within the City of Flagstaff limits, including Picture Canyon Natural and Cultural Preserve, Observatory Mesa Natural Area, and McMillan Mesa. These areas are managed to provide recreational and educational opportunities. Open Space Stewards – volunteers from our community – assist the City in maintaining open spaces and engaging the public.

To many Flagstaff area residents, open space is the defining feature of Flagstaff's character and attraction. Open space defines the region's quality of life, protects the region's ecological health, supports existing and future economic development, and preserves historic and cultural resources.

To ensure the continued preservation and sustainable enjoyment of our open spaces, the City works to improve the management of its 3,069 acres of protected open space. The City strives to improve ecosystem protection and open space access, such as through improved land management, improving trail linkages to open spaces, or developing partnerships with nearby landowners. Over the coming decades, the City seeks to identify~~ies~~ and fund management at $100 per acre of ~~legally~~ designated open space. ~~by 2050~~

Native plants and invasive weed control

Climate change can increase the damage done by invasive weeds. As the climate changes and as Flagstaff grows, the importance of native plants increases. Incorporating low-water native plants and climate-adapted native plants into Flagstaff's developed areas and neighborhoods helps to conserve water resources, provides habitat for animals and pollinators, and increases community resilience.

An increased focus on supporting native plants and removing invasive weeds will help Flagstaff to sustain our natural landscape. This will require engaging volunteers, creating regional partnerships, and engaging with the community. A coordinated strategy can support native plants in the built environment and natural landscapes. City standards and processes can also be revised to better support native plant restoration and control invasive weeds.

Finally, a changing climate will stress Flagstaff's dominant ponderosa pine ecosystem. Proactive land management can include collaborations to help Flagstaff plant communities adapt to a changing climate or restore areas after disturbance.

TARGET AREA GOALS

Goal	Year
Maintain ecosystems within and outside of the City of Flagstaff as dependable sources of recreation, economic prosperity, biodiverse plant and wildlife habitat, cultural identity, and spiritual connection in the face of a changing climate and expected ecosystem transitions.	2030
Strengthen ecosystem resilience to climate change with a focus on benefits provided by local ecosystems, including forests, watersheds, and wildland-urban interface areas.	2030
Incorporate the use of climate-adapted native plants in landscaping and restoration work in the built environment.	2030

STRATEGIES TO ACHIEVE HEALTH FORESTS AND OPEN SPACES

HF-1: Protect existing forests, resources, and meaningful open spaces.

Opportunities for Action

1. Support planning and zoning efforts that protect natural resources, including surface water resources.
2. Reduce urban encroachment into the forest, such as by promoting infill development as supported in the Regional Plan.
3. Integrate leave no trace into City programming, including Open Space, Parks and Recreation and the Flagstaff Fire Department programs.
4. Create ~~a new, permanent City of Flagstaff staff position, with~~ dedicated funding, for outreach and education related to the importance of Open Space preservation and to meet the changing needs of the Open Space section.
5. Increase funding for the procurement and management of legally designated open spaces.

6. Work with ~~the San Francisco Peaks Weed Management Area (SFPWMA) and other~~ partners to map invasive plant infestations, seek funding and organize effective and well-coordinated programs, and work with development projects to create invasive species and weed management plans, to control invasive plant species across all jurisdictions.
7. Offer education, assistance, and incentives to private property owners to control invasive plant and weed species and replace them with climate-adapted native plants on their land.
8. Increase funding to manage the most aggressive and difficult to control weeds that have the greatest potential for negative environmental impacts, to replace them with climate-adapted native plants.

HF-2: ~~Improve forest management~~Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.

Opportunities for action

1. Identify additional permanent funding from the City of Flagstaff to support forest health improvements to reduce wildfire risk and provide ecosystem service protection.
2. Establish long-term governmental agreements with federal, state, local, tribal, non-profit and private partners to ~~implement~~ restore and maintain the national fire-adapted structure and pattern through ~~aggressive~~ forest thinning, prescribed burning, post-treatment monitoring, and invasive weed control.
3. Support restoration-based forest product industry innovation ~~and the construction of a biomass-based energy facility~~ to use the abundant forest products resulting from ~~the~~ forest thinning and restoration. ~~of regional forests.~~
4. Increase capacity of year-round wildland fire staffing.
5. Support the transformation of state and federal policies that promote wildfire risk reduction.

HF-3: ~~:~~ Educate the public on forest health and wildfire risk reduction. ~~risk and fire prevention.~~

Opportunities for action

1. Expand supportive programming and public awareness campaigns on the linkages among human-caused fires ~~including linkages between~~ and public health, quality of life, ~~and~~ ecological resources, and carbon dioxide removal, targeted at both Flagstaff residents and visitors.
2. Increase ~~Create a new, permanent~~ City of Flagstaff staffing and resources ~~staff position, with dedicated funding,~~ for outreach and education related to forest health.
3. Increase capacity for Firewise programming and wildland-urban interface (WUI) code enforcement within Flagstaff neighborhoods.

4. Increase awareness of the need for home hardening and the resources available to support residents in home hardening and fire wise activities.

HF-4: Support innovation in the forest health and wildland fire sectors.

Opportunities for action

1. Calculate for the carbon stored in Flagstaff's open spaces, forested areas, and regional forests, to understand carbon impacts of both forest health improvements and high severity wildfires.
2. Build collaborations and promote shared investment in forest health and carbon dioxide removal industries.
3. Support innovation in the forest products industry.
4. Support the use of public and private land ~~Identify or dedicate City land or ease land use regulations~~ to allow for establishment of forest product industry operations.

HF-5: Encourage diverse native plant ecosystems in the built environment.

Opportunities for action

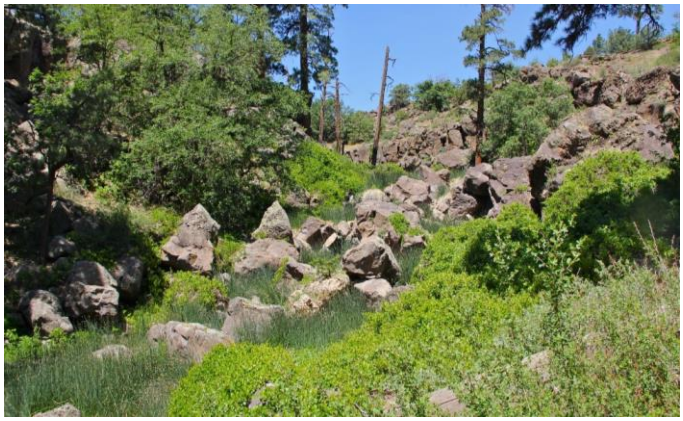
1. Expand current incentive programs to encourage low-water and climate-adapted native landscaping.
2. Strengthen current zoning code requirements for native landscaping to include the use of climate-adapted varieties of native species that can survive in changing conditions.
3. Develop a municipal strategy for identifying and utilizing climate-adapted native plants.
4. Provide educational opportunities for residents to learn about the techniques and benefits of native and climate-adapted landscaping.

HF-6: Proactively manage for expected ecosystem transitions, including the potential threats to ponderosa pine forests.

Opportunities for action

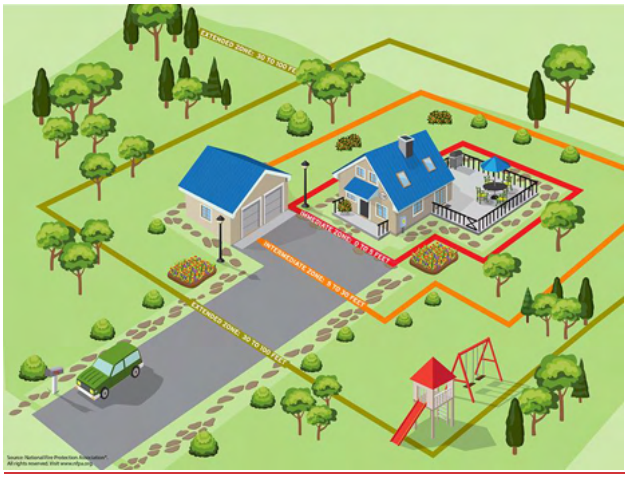
1. Collaborate with the research community and on-the-ground partners on projects related to assisted migration and identification of plant varieties that are more tolerant of future climate conditions.
2. Partner with land managers to increase the use of climate-adapted native plants in all restoration efforts.

3. Implement an education campaign related to climate change and ecosystem/vegetation adjustments and resulting impacts in Flagstaff's natural areas.

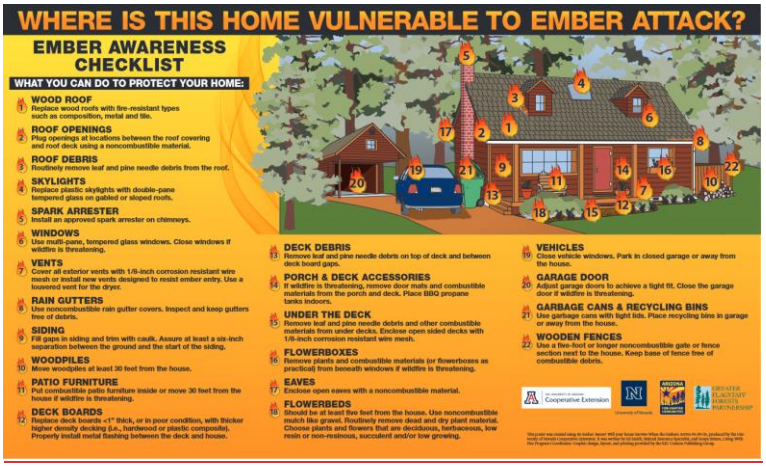


Evolving Wildfire Risks

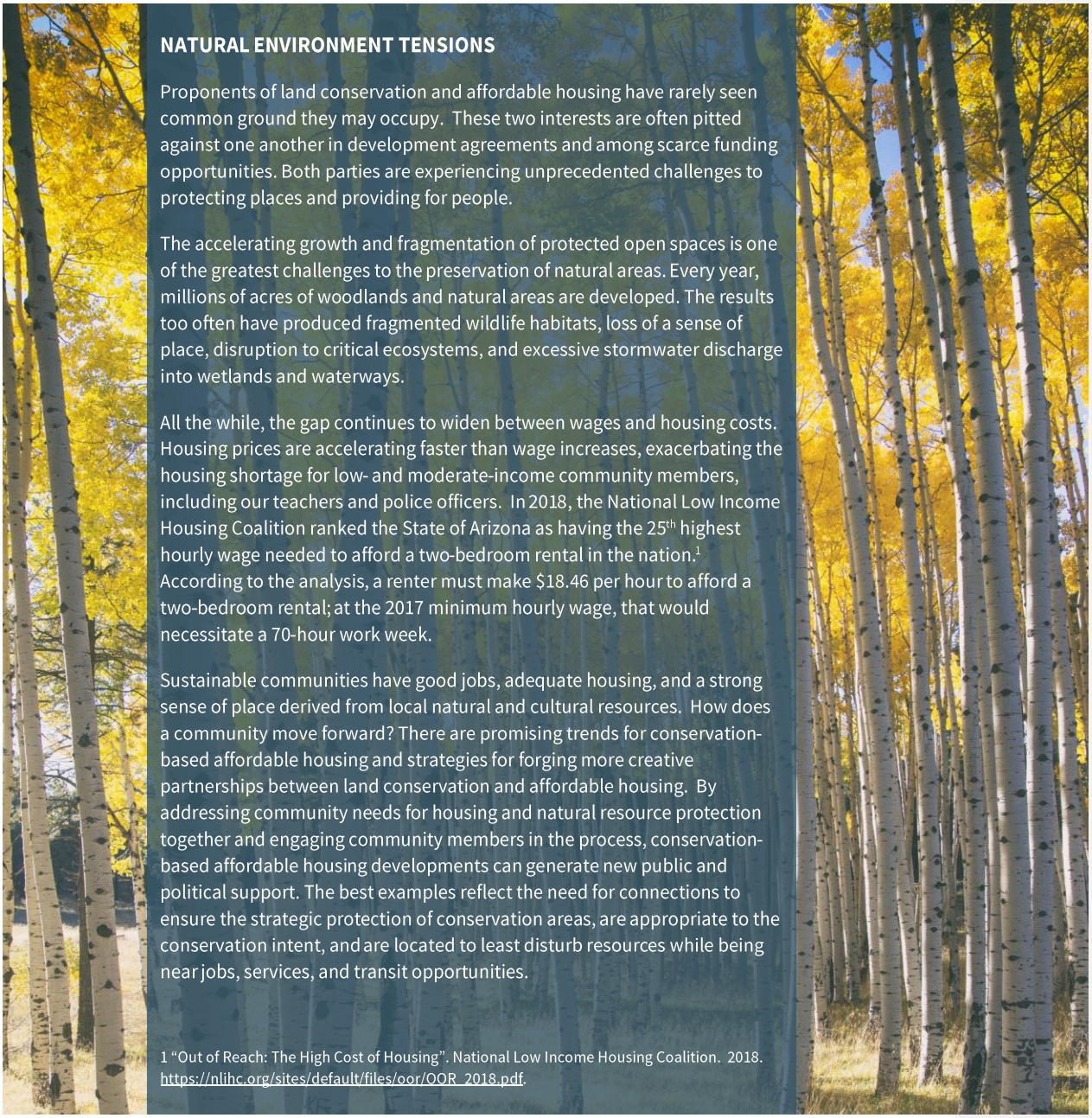
As Flagstaff prepares for the future, residents and businesses will need to prepare for changing wildfire risks. As the West's devastating fires of the last decade have shown, homes far from the wildland-urban-interface (WUI) are at risk. Residents are encouraged to not only 'firewise' their properties but to also 'harden' their homes in the event of 'ember attacks'. The City encourages to look beyond their properties and to help create both firewise neighborhoods and a fire-adapted community.



The above graphic depicts three home ignition zones, extending up to 100 feet from the house. Source: National Fire Protection Association (NFPA)



A home hardening flyer was created by the Greater Flagstaff Forest partnership and partners.



NATURAL ENVIRONMENT TENSIONS

Proponents of land conservation and affordable housing have rarely seen common ground they may occupy. These two interests are often pitted against one another in development agreements and among scarce funding opportunities. Both parties are experiencing unprecedented challenges to protecting places and providing for people.

The accelerating growth and fragmentation of protected open spaces is one of the greatest challenges to the preservation of natural areas. Every year, millions of acres of woodlands and natural areas are developed. The results too often have produced fragmented wildlife habitats, loss of a sense of place, disruption to critical ecosystems, and excessive stormwater discharge into wetlands and waterways.

All the while, the gap continues to widen between wages and housing costs. Housing prices are accelerating faster than wage increases, exacerbating the housing shortage for low- and moderate-income community members, including our teachers and police officers. In 2018, the National Low Income Housing Coalition ranked the State of Arizona as having the 25th highest hourly wage needed to afford a two-bedroom rental in the nation.[1] According to the analysis, a renter must make $18.46 per hour to afford a two-bedroom rental; at the 2017 minimum hourly wage, that would necessitate a 70-hour work week.

Sustainable communities have good jobs, adequate housing, and a strong sense of place derived from local natural and cultural resources. How does a community move forward? There are promising trends for conservation-based affordable housing and strategies for forging more creative partnerships between land conservation and affordable housing. By addressing community needs for housing and natural resource protection together and engaging community members in the process, conservation-based affordable housing developments can generate new public and political support. The best examples reflect the need for connections to ensure the strategic protection of conservation areas, are appropriate to the conservation intent, and are located to least disturb resources while being near jobs, services, and transit opportunities.

1 "Out of Reach: The High Cost of Housing". National Low Income Housing Coalition. 2018. https://nlihc.org/sites/default/files/oor/OOR_2018.pdf.

~~Public~~ Health~~, Services, Facilities,~~ and Safety

Commented [JN13]: This target area was migrated from the CAAP – Public Health, Services, Facilities and Safety target area.

Tracked changes are changes from the CAAP content.

Flagstaff will take proactive steps to protect and improve health, provide reliable and multi-faceted access to health services, prepare for disruptive change, and increase infrastructure and emergency response system resilience.

WHAT IT MEANS

Climate change will impact health across the Flagstaff community. These impacts will range from acute risks like wildfire to more distributed impacts like increases in allergens. While the list of health impacts is extensive, pertinent examples include:

- Extreme heat and wildfire smoke are significant risks for disproportionately impacted communities such as Flagstaff's outdoor workers, the elderly, the very young, and low-income populations~~. will be especially vulnerable to health impacts from wildfire smoke and extreme heat.~~
- Extreme heat kills more people in the US than any other weather event. Flagstaff will experience more days over 90 degrees as regional temperatures warm. While this is not extreme heat when compared to most other places in Arizona, Flagstaff does not possess the infrastructure or systems to deal with extended extreme heat. Many homes lack air conditioning or proper ventilation, and risks are particularly higher for elderly and low income populations, as well as those living in older buildings that don't have updated climate control infrastructure.
- Increased wildfire risk will ~~also~~ stress emergency services and expand wildfire risk areas to encompass more homes. Increased severity and frequency of wildfires are highly likely to lead to loss of homes, challenges to businesses, damage to infrastructure and even loss of life. Both fires and flooding often necessitate temporary evacuations, that can potentially lead to long-term displacement or homelessness.
- Post-fire flooding is a substantial risk that can wreak havoc for years or even decades after an initial fire, leading to injury, loss of life, significant stress, displacement, and other long-term health impacts.
- Climate change is already changing vector (mosquito) densities and ranges and there is potential for increases in the prevalence of various diseases and parasites.
- Climate change will increase the frequency of extreme events – increasing the severity of both winter and monsoon storms. These storms can cause direct and indirect health challenges, from home flooding and traffic collisions to decrease in access to services or difficulties stemming from limited mobility.
- With rising temperatures globally, we will likely see an influx of individuals experiencing homelessness as people try to escape extreme heat in southern climates. This may increase the potential for life-threatening situations along with the increase in wildfires. An increase in interactions among city dwellers and individuals experiencing homelessness has the potential to

cause friction or lead to the further alienation of some of our most disproportionately impacted community members.

- As the changing climate leads to increased global conflicts and pressures on all environmental, social and financial systems, individuals and community will experience increased stress and mental health challenges.
- Climate change increases the risk of global pandemics, as environmental and land use changes lead to increased interaction among animals and humans.

These risks and vulnerabilities, among others, will increase the pressure on our environmental, social, governmental, public safety, and public health systems. These systems and associated services rely at least partially on community funding, illustrating the financial challenges of climate change. The Flagstaff community will be faced with difficult choices about how to use limited financial resources to protect health and reduce risk.

Shifting from a fire season to a fire year

Flagstaff is situated in the middle of a ponderosa pine forest, a fire-adapted ecosystem with a long history of fires. As the climate changes and the southwestern United States has remained in historic drought conditions, fire professionals and federal agencies are shifting from thinking of a 'fire season' to a 'fire year':

"Wildfire is year-round for much of the United States and the Forest Service is shifting to the concept of a fire year. Wildfire season has become longer based on conditions that allow fires to start and to burn—winter snows are melting earlier and rain is coming later in the fall. What was once a four-month fire season now lasts six to eight months. For example, fires in recent years have burned well outside of the typical fire season throughout California, Arizona, New Mexico, Tennessee and New Jersey. Fires in the winter months are becoming part of the norm."

The Marshall Fire, a grass fire in Bounder County, started on December 30, 2021. It was among the most damaging in fires in Colorado's history – destroying over 1,000 homes, prompting the evacuation of 35,000 people, costing over $10 billion, and killing two individuals.

As Flagstaff shifts to plan for a "fire year," it must develop new strategies to plan for increased risk and vulnerabilities throughout all seasons. Wildfire can now reduce air quality and impact health in any month. Residents will need to shift expectations and maintain preparedness throughout the year.

"Wildfires in All Seasons?' United States Department of Agriculture
https://www.usda.gov/media/blog/2019/06/27/wildfires-all-seasons

Marshall fire information: https://wildfiretoday.com/2022/10/29/report-released-for-the-marshall-fire-which-destroyed-1056-structures-southeast-of-boulder-colorado/

Public Health, Safety, and Emergency Services
Vulnerability to Climate Change

By 2100, Flagstaff communities are likely to face:

MEDIUM VULNERABILITY	MEDIUM VULNERABILITY	LOW VULNERABILITY	MEDIUM-LOW VULNERABILITY	MEDIUM-LOW VULNERABILITY
More periods of poor air quality due to larger and more frequent wildfires.	More extreme heat days (>90°F) could increase risk of heat-related illness.	Increased exposure to allergens is possible as spring grows warmer and more dry weather increases dust.	More frequent extreme events could increase risk of mental health issues.	Increased exposure to valley fever and West Nile virus is possible as the warm season lengthens. Existing response resources may be adequate.

HOW WE'LL GET THERE

Protecting public health will require a diverse suite of strategies to assess vulnerabilities, reduce risk, change behaviors, and help build resilience.

Efforts to reduce risks to health and safety span sectors:

- To respond to Flagstaff's highest climate threat, Flagstaff's wildland urban interface code seeks to reduce vulnerabilities and risk across the community.
- The Ready Set Go campaign encourages residents to be more informed about potential wildfire emergencies and how to be prepared for and evacuate during emergency situations.~~, mitigation measures, and evacuation preparations.~~
- ~~The~~ Coconino County ~~Public~~ Health and Human Services ~~Department is currently~~ provides health and safety information to residents experiencing flooding in their neighborhoods, with a particular emphasis on mosquito control.~~developing a Mosquito Management Plan for Coconino County.~~
- The Flagstaff Fire Department and the Flagstaff Sustainability Office provide HEPA air purifiers to disproportionately impacted community members to assist during poor air quality days.

These efforts highlight just a few ways that public health and climate intersect across our communities. Analysis is needed to identify specific health risks and vulnerabilities, assess neighborhood vulnerabilities, and pinpoint which communities are likely to be most impacted.

To maintain community health amidst the challenges of climate change, Flagstaff must develop a comprehensive approach to building more resilient systems, protecting health, and meeting the evolving needs of community members. Collaborations across agencies will be critical: the City of Flagstaff will partner with Coconino County and other regional actors to anticipate changing risks and build community health resilience. Efforts must address both acute and distributed health risks, such as wildfire threats to homes and increases to seasonal allergens.

As the City works with its partners to expand health and climate analysis and programming, it will need to incorporate the following concepts:

- Equity and community health are intricately related. The elderly, people experiencing homelessness, and low-income populations are most vulnerable to climate change impacts. Identifying and protecting ~~vulnerable~~disproportionately impacted communities now can help reduce the negative impacts of climate change.
- Functional public infrastructure such as roads, shelters, and utility services are critical for sustainable economic and social wellbeing in the face of climate change. Actions to improve the resilienc~~e~~y of public infrastructure, such as through improved maintenance and planning, will enable the community to withstand unanticipated shocks and disruptions like flood events.
- Community engagement on the relationships between climate change and health can build community preparedness and resilience, helping individuals ~~outreach will help the Flagstaff community~~ to better prepare for changing ~~public health~~ risks. Actions that build community

awareness about ~~risk~~vulnerabilities—such as the interaction of heat risks, disease, and poor air quality—will give community members the knowledge needed to plan and take action.

- Public health systems across the country are often simultaneously under-resourced and facing increasing demands. As climate change increases community challenges, the demands on already-stressed public health infrastructure may exceed its capacity. The Flagstaff community will need to work together to P~~p~~repar~~e~~ing for climate change hazards and their effect on public service demand and provision. ~~will allow the Flagstaff community to be more prepared for climate change.~~

The City of Flagstaff will partner ~~work~~ with Coconino County Health and Human Services to better understand the relationship between climate change and health in Flagstaff's neighborhoods and provide programming that can address gaps and serve the needs of residents amidst disruptions. Resilience-building to reduce risk and improve health will take the commitment of the City, regional institutions, local businesses and organizations, neighborhood groups and individuals.

TARGET AREA GOALS

Goal	Year
Prioritize public safety and health services in the face of anticipated climate change impacts.	2030
Improve the resilienc~~e~~y of building infrastructure to climate hazards.	2030
Anticipate climate change impacts that will affect public health by identifying at-risk community groups and neighborhoods and planning appropriate responses.	2030
Increase community engagement and improve communications on health vulnerabilities and building resilience.	2025

STRATEGIES TO ACHIEVE HEALTH AND SAFETY

HS-1: Identify community health impacts from climate change and target support ~~for~~ to assist at-risk populations in adapting to change and protecting their health.

Opportunities for Action

1. Characterize relative fire, flood, mosquito, and other risk exposures to climate change among community groups and neighborhoods.
2. Adequately fund health and emergency services reaching populations ~~vulnerable~~disproportionately impacted ~~to~~ by climate change impacts.
3. Address woodsmoke, such as through programming ~~a regulation~~ that encourages ~~requires~~ use of ~~only~~ certified wood stoves, a public education campaign, and/or rebates for wood stove buybacks or replacements.
4. Encourage low-emissions, energy-efficient climate control measures, such as through building codes, to help sensitive populations deal with higher temperatures.
5. Work with partners to identify threats to food security for ~~vulnerable~~disproportionately impacted populations and to develop solutions.
6. Increase information available to community members regarding increased risk of health impacts due to climate change and actions they can take to protect their health and increase community resilience.
7. Improve community messaging on how to respond to simultaneous heat risks and poor air quality due to smoke and provide resources to disproportionately impacted community members.
8. Establish programs to assist disproportionately impacted populations during extreme temperature and dangerous air quality events.

HS-2: Prepare for changing risks to public health due to climate change and increase collaborations across agencies to improve health and climate awareness, preparedness, and resilience.

Opportunities for action

1. Continue collaborations to study and prepare for increased risk of illness and disease due to increased dust, a warmer climate, higher mosquito densities, and other potential results of climate change.
2. Initiate a working group on public health and climate change, including participation from the Coconino County ~~Public~~ Health and Human Services ~~District (CCPHSD)~~, the City of Flagstaff, and NAU, among others, to inform policy and programming.
3. Increase collaboration to evaluate the interaction between the built environment and disease vectors like mosquitos.
4. Study how the changing ecosystem around Flagstaff contributes to increased risk of disasters.
5. Support ~~CCPHSD~~ Coconino County Health and Human Services in providing education to healthcare providers on how climate change will affect heat-related illness, altitude-related issues, fatalities, and demand for services.
6. Build a climate-health hazards vulnerability index for the Flagstaff community.

HS-3: Adequately fund services for disaster preparedness.

Opportunities for action

1. Dedicate increased funding to City of Flagstaff emergency management and disaster preparedness and accommodate demand for ~~public~~ health services among at-risk populations.
2. Embrace grassroots and neighborhood movements that advocate for greater services.
3. Create educational campaigns to raise awareness of climate-related health and safety issues and services.
4. Increase coordination between Flagstaff agencies, institutions and community organizations regarding climate and health, disaster preparedness and ~~health services~~ increasing vulnerabilities due to climate change.
5. Complete the Rio de Flag flood control project.
6. Incorporate considerations of disaster preparedness, passive survivability, distributed on-site energy generation and back-up power, and living buildings into City of Flagstaff codes, plans, and processes.

HS-4: Improve the resilienc~~ey~~ of public infrastructure and City facilities.

Opportunities for Action

1. Create preparedness and recovery plans for all City divisions.
2. Prepare for ~~public~~existing City of Flagstaff buildings to be used in different ways, both in low~~er~~-impact ways, such as community members ~~seniors~~ using public buildings ~~the library to~~ as cooling centers~~cool down during~~ on hot ~~June~~ days, and as safe-havens during acute emergencies.
3. Construct new City of Flagstaff buildings to be carbon neutral and designed for use as resilience hubs, providing safe havens for community members during all types of disruptive events.
4. Update ~~asphalt~~ engineering standards and maintenance practices to increase resilienc~~ey~~ amidst an increase in extreme events such as higher temperatures and increased incidences of flooding.
5. Incorporate green infrastructure principles into all public infrastructure projects, creating more natural amenities throughout the city.
6. Develop reserve funding for extreme weather events in the City of Flagstaff.
7. Engage community leaders, partners, and agencies in planning for the graceful failure of community systems, support structures, and infrastructure during extreme events and power disruptions.
8. ~~7.~~ Foster a culture of emergency preparedness and planning among City staff through regular conversations about vulnerabilities and resilience building, scenario analysis, and emergency planning exercises.

Regenerative and health-promoting buildings

Living Buildings are:

- Regenerative buildings that connect occupants to light, air, food, nature, and community.
- Self-sufficient and remain within the resource limits of their site.
- Create a positive impact on the human and natural systems that interact with them.

Source: The International Living Future Institute

~~PUBLIC~~ HEALTH ~~AND SAFETY~~ TENSIONS

Climate change affects different groups in different ways. In some cases, climate change threatens cultures, communities, and social fabric. The indigenous communities of the Southwest face particularly high vulnerabilities, according to the National Climate Assessment.[1]

A May 2018 Public Radio International report covered the story of sheep herder Lorraine Herder, a woman living on Black Mesa, a remote area of the Navajo reservation in Northern Arizona, northeast of Flagstaff.[2] Lorraine is part of a livestock-raising tradition that is under threat from climate change.

"My mom was a sheep herder all her life, so I've been with the sheep ever since I was a little girl, and it means a lot to me," Herder says. "I wanted to live that life, you know, living off the land." However, rising temperatures and shrinking water sources on the Navajo reservation are a major threat to these important Navajo cultural traditions. "The drought makes it difficult for us," Herder says, and adds, "The biggest challenge is finding water for our livestock right now. We're the last few shepherds out here."

Scientists studying the impact of global warming on the Navajo Nation are noticing major changes in the environment. "The amount of surface water flowing in streams on the Navajo Nation has declined by about 98 percent over the 20th century," says Dr. Margaret Redsteer, a scientist at the US Geological Survey in Flagstaff, Arizona. The effects of climate change have taken a major toll on families who have lived on their ancestral Navajo land for generations. Many residents already live without running water, making the situation even more difficult.

This story highlights how those populations with the fewest greenhouse gas emissions—and that thus contribute the least to climate change—are often the most affected. This inequity is true both internationally and within communities. Poorer nations are more vulnerable to climate change impacts, especially shifts in agriculture that threaten food supply and access.[3,4] Low-income households, which have lower carbon footprints, will likely struggle more to adapt to change.[5,6] In addition, low-income communities are often located in areas with greater exposure to climate change threats (e.g., natural hazards like flooding), placing those communities at increased risks with limited resources.[6] While many such communities have practiced sustainability for generations, climate change threatens their tradition and culture. This persistent imbalance compels Flagstaff to consider equity and vulnerabilities when considering climate change and taking action.

1 "Indigenous Peoples." National Climate Assessment. https://nca2014.globalchange.gov/highlights/report-findings/indigenous-peoples. 2 "Navajo women struggle to preserve traditions as climate change intensifies." PRI. https://www.pri.org/stories/2018-05-25/navajo-women-struggle-preserve-traditions-climate-change-intensifies. 3 "The distributional impact of climate change on rich and poor countries." Mendelsohn, et al. https://doi.org/10.1017/S1355770X05002755. 4 The World Bank. "Shock Waves: Managing the Impacts of Climate Change on Poverty." https://doi.org/10.1596/978-1-4648-0673-5. 5 "Income inequality and carbon consumption: evidence from environmental Engel curves." The London School of Economics and Political Science. http://www.lse.ac.uk/GranthamInstitute/wp-content/uploads/2017/11/Working-Paper-285-Sager.pdf. 6 The World Bank. "Shock Waves: Managing the Impacts of Climate Change on Poverty." https://doi.org/10.1596/978-1-4648-0673-5

Economic Prosperity ~~and Recreation~~

Commented [JN14]: This is a new target area, created from the 'Economic Prosperity and Recreation' target area in the CAAP, which was split into two new Target Areas for the CNP.

Tracked changes are changes from the CAAP content.

~~In 2030,~~ Flagstaff will cultivate~~is~~ a prosperous and stable economy with abundant and equitable access to employment and entrepreneurship ~~and recreational~~ opportunities.

WHAT IT MEANS

Economic prosperity ~~**and Recreation**~~ refers to community and economic health, including opportunities to reduce emissions and help the community's business and~~,~~ tourism~~, and recreational~~ sectors prepare for climate change.

While climate change will impact all sectors of the local economy, by preparing for change, the Flagstaff community can adapt to changing conditions while creating a stronger community and greater shared prosperity. Businesses can help lead the way in this transition through creativity, innovation, and resilienc~~y~~.

The City of Flagstaff works to develop a diverse, sustainable economy that provides benefits across the Flagstaff community. Tourism and visitation are and will remain strong economic drivers for Flagstaff. Meanwhile, Flagstaff's business sector goes far beyond - ranging from biomedical manufacturing to astronomy and brewing. Flagstaff offers residents and visitors alike a wide range of cultural and outdoor experiences, through offerings like local bike shops, regional museums, a vibrant non-profit sector, markets and festivals. Business attraction efforts encourage relocation by companies that provide high wages and have low environmental and water impacts. All of these forces combined provide job opportunities and careers to the greater Flagstaff region.

Climate change will have specific effects on visitation. ~~Changing conditions will affect recreation for both residents and visitors alike.~~ To prepare for low-snow years, Flagstaff will need to continue to diversify its tourism activities and businesses. Conversely, rising temperatures in Central Arizona ~~can~~ will likely lead to increased visitation to Northern Arizona in the summer months. Increased summer visitation can create both opportunities and challenges – businesses may benefit from increased economic activity, while Flagstaff's infrastructure and housing sector may face pressure. ~~. In the late spring and early summer, drought and an increased risk of wildfire can lead to forest closures and reduced access to the local forests, which residents and visitors depend on for recreation, spiritual connection, mental health, and physical fitness.~~ Preparing for these changes can help the city to foster a stable and vibrant economy, ~~foster~~ improve community health, and benefit from visitation.

Visitation ~~and recreation~~ also contribute~~s~~ to Flagstaff's energy use, water consumption, and transportation emissions. Efforts to minimize the environmental impact from tourism ~~and recreation~~ make~~s~~ good business sense and can position Flagstaff as a visible leader in sustainability.

For further discussion on visitation and recreation, see the Inclusive Recreation Target Area on page 77.

Flagstaff's Economy at a Glance

Key industry sectors

- Advanced Manufacturing
- Astronomy
- Bioscience
- Craft Brewing
- Digital / eCommerce
- Entrepreneurship
- Retail
- Tourism

Large local employers

- Northern Arizona University
- Flagstaff Medical Center
- W.L. Gore & Associates
- Flagstaff Unified School District
- Coconino County
- City of Flagstaff
- Walmart
- Nestle Purina PetCare
- The Guidance Center
- US Forest Service
- Coconino Community College

Tourism and Recreation
Vulnerability to Climate Change

By 2100, Flagstaff communities are likely to face:

MEDIUM-HIGH VULNERABILITY	MEDIUM-LOW VULNERABILITY
Significant snowpack loss may reduce winter recreation and tourism.	More wildfire, drought, or extreme heat may temporarily reduce recreation and tourism in summer, spring, and fall.

HOW WE'LL GET THERE

By promoting a sustainable local economy, Flagstaff can support businesses as they reduce emissions and plan for a changing climate. Climate considerations should be integrated into core economic decision processes, through systematic change to policy and assessment tools, performance indicators, risk models, and reporting requirements.

While climate change will present challenges, it also provides extensive opportunities for advancing innovative technology, solutions-focused entrepreneurship, and the development of a circular economy. To reduce emissions, build community resilience, and increase equity, the international community will rely on creativity, and technological advancement, and new ways of doing business.

> The solar industry illustrates the power of technological innovation and rapid growth. Since 2011, the solar industry has experienced an average annual growth rate of 33%. In 2021, the solar industry provided more than 255,000 jobs and generated $33 billion in private investment in the US economy (Solar Energy Industry Association).

Flagstaff can foster a robust, diverse economy that reduces environmental impacts, supports residents and provides climate solutions. Flagstaff can continue to expand on its current sustainable business development activities:

- The annual Innovate Waste and Carbon Neutrality Challenge ~~is~~ incentivizes~~ing~~ businesses to discover new ways to convert waste into marketable products, reduce emissions or remove carbon dioxide from the atmosphere.~~.~~
- ~~Flagstaff is home to a thriving local brewing industry, with eight breweries calling Flagstaff home.~~
- The Mountain Line bus system ~~has recently added~~offers a weekend bus route to Snowbowl to serve both residents and tourists who ski and snowboard.
- The Sustainable Automotive Tax Credit helps ensure that economic benefits of converting to electronic vehicles are received by Flagstaff businesses and residents.
- UACJ Automotive Whitehall industries, a manufacturer of electric vehicle parts, has recently selected Flagstaff for a new manufacturing plant, bringing millions of dollars in investments~~.~~ and hundreds of high wage jobs.
- The City of Flagstaff is the first participant in the APS Green Power Partners program, ensuring that 100% renewable electricity powers municipal operations. This is a first step in sourcing higher portions of the community's electricity from renewable sources, something many businesses are seeking to fulfill their own climate goals.

Flagstaff can continue to build on these successes, spurring climate innovation, supporting climate action by businesses, and strengthening the business sector to help meet the needs of residents and visitors alike.

TARGET AREA GOALS

Goal	Year
Build a diverse, strong, resilient, and equitable economy in the face of threats from climate change, supporting community members whose jobs are at risk from climate change impacts and the creation of jobs in renewable energy and energy efficiency.	2030
Identify threats to current industries from climate change and opportunities for new industries	2025

STRATEGIES TO ACHIEVE ECONOMIC PROSPERITY

EP-1: Accelerate the transformation to a low-carbon economy that minimizes emissions and spurs innovation. ~~and can effectively adapt as the climate changes.~~

Opportunities for action:

1. Promote Flagstaff as ~~an environmentally~~a climate action ~~friendly~~ committed destination by highlighting the businesses that are taking steps to reduce resource consumption.
2. Strengthen the fossil fuel divestment policy for the City of Flagstaff.
3. Promote Flagstaff as a car-free destination through informational campaigns for visitors.
4. ~~Focus~~ Encourage business development ~~efforts on~~ for businesses that have lower or beneficial impacts on natural resources.
5. Seek to attract and develop businesses that provide leadership or innovation in the climate action sector as part of their business model.
6. Promote circular economy principles through education campaigns and roundtables with business leaders focused on the opportunities that a circular economy provides.
7. Encourage visitor-focused businesses to implement programs that reduce resource consumption.
~~7.~~8. Promote workforce development efforts that support the jobs of the future and the shift to climate-friendly, innovative technologies.

EP-2: Support the adaptation efforts of local businesses as the climate changes and the economic landscape shifts.

Opportunities for action:

1. With community stakeholders and partners, conduct a study and host a community conversation to identify threats to current industries, opportunities for new businesses and industries, and areas that need support.
2. Work with businesses to assess their climate change vulnerability and plan for the future.
3. Utilize existing community resources to support community members whose jobs may be at risk from climate change impacts through retraining programs and business support.
4. Prepare water, road, and other public infrastructure for increased demands from growth and tourism.
5. Ensure companies that are considering locating here are well-informed about how well local resources are matched to their demands.
6. Continue to support diversification of ~~the~~ tourism ~~sector~~ activities, to balance impacts and adapt to changing climate conditions. ~~and accommodate year-round travel and activities.~~
7. Continue efforts to accommodate year-round travel.

Commented [JN15]: All items in this table were MOVED from the prior EPR-1. Changes to text are noted in tracked changes.

Commented [JN16]: This is not truly a new action, but rather was created by splitting the prior actions into two actions.

Building Electrification Workforce Needs

Climate action and evolving technology will lead to economic growth and new jobs. Already, the clean energy and electrification fields have created demand for new types of jobs and a trained work force. To learn more about building electrification, see the Building Fuel Switching Target Area on page 93.

Today, Flagstaff residents are seeking contractors to support home electrification – something that could require the work of plumbers (to install a new heat pump water heater), HVAC mechanics (to install a cold climate heat pump), electricians (to upgrade electric service), and energy efficiency contractors (to improve home weatherization). Residents have reported difficulty in finding contractors willing or able to work on building electrification.

There is a nation-wide need for training and workforce development to achieve widespread building and vehicle electrification. Rewiring America estimates in that "an aggressive national commitment to electrify all aspects of our economy would create up to 25 million good-paying American jobs over the next 15 years and 5 million sustained jobs by mid-century." www.rewiringamerica.org/policy/jobs-report

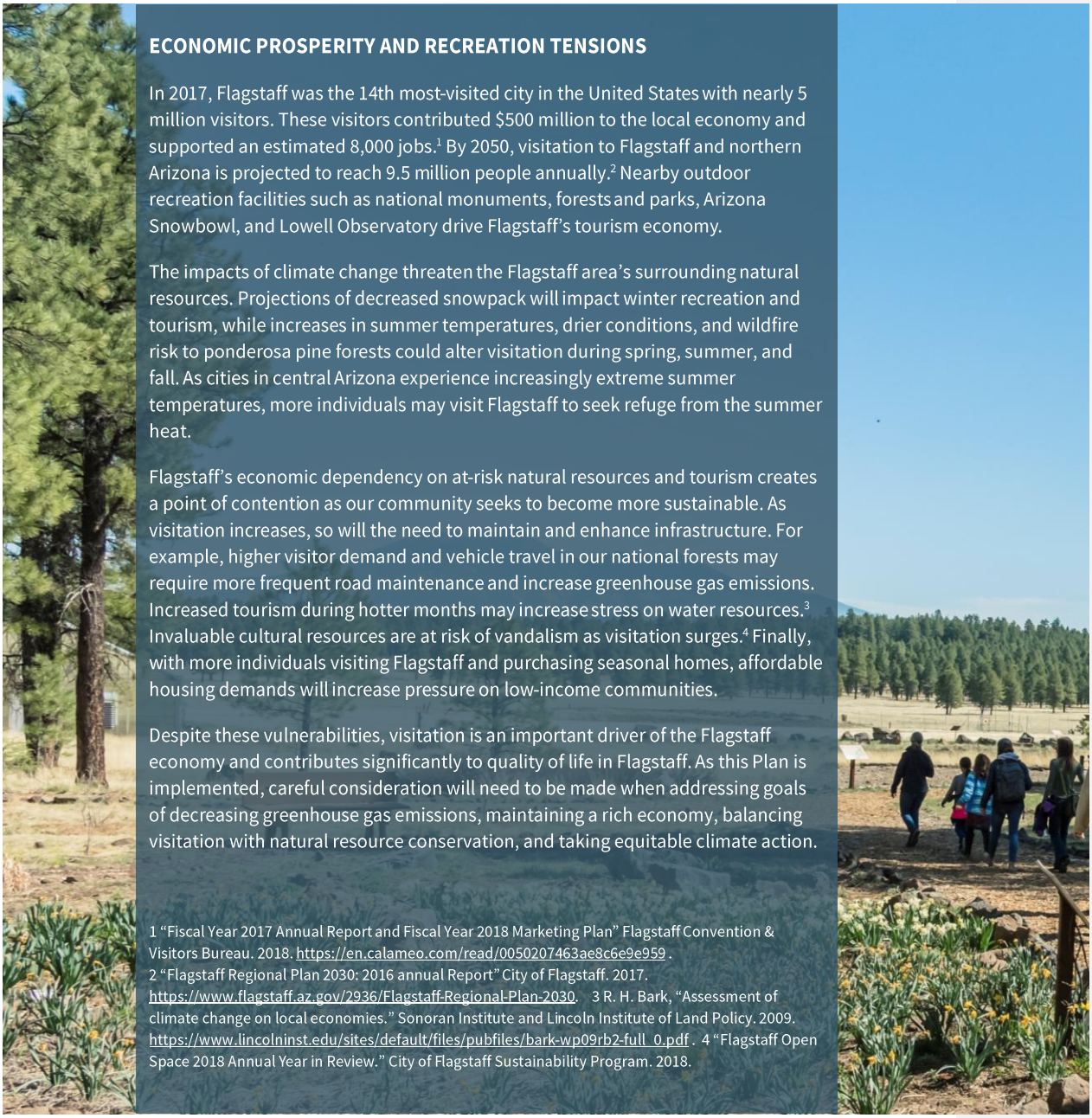
In Flagstaff, the problem is especially acute, as high housing prices and regional isolation can lead to difficulty in hiring and worker retention. The City is working with regional partners to identify local needs, available resources, and financial opportunities to provide the necessary education and training that will support building electrification.

Job opportunities associated with adaptation to climate change.

Economic development conversations often focus on the potential jobs benefits from reducing greenhouse gas emissions, such as solar energy, electric vehicles, or building electrification. Yet adaptation and resilience-building can have significant economic development benefits as well. The list below, from a Santa Fe watershed plan, provides a few examples of how reducing climate risks can support a variety of jobs.

Climate Risk	Action / Job	Job Type
Forest Fire	Thinning / burning	Forestry
Flooding	Drainage stabilization	Hydrologists, earth-movers, etc.
	Strengthen riparian corridors	Ecologists, foresters, etc.
Drought	Retrofit with efficient/smart plumbing and water catchment / reuse systems	Plumbers, construction workers
Increased temperatures	Retrofit buildings for passive solar	Construction workers
	Tree planting to increase shade	Landscapers, arborists, parks management
GHG Concentrations	Install renewable energy systems	Electricians
	Energy audits and retrofits	Energy auditors, contractors
	Land restoration	Ecologists, biologists, geologists
Community destabilization	Neighborhood association, business, non-profit and community coordination	Community organizing

Source: "Forest and Water Climate Adaptation: A Plan for the Santa Fe Watershed." http://www.santafewatershed.org/sfwa/wp-content/uploads/2014/02/Santa-Fe-Watershed-Forest-Water-Climate-Adaptation-Plan-Final2.pdf



ECONOMIC PROSPERITY AND RECREATION TENSIONS

In 2017, Flagstaff was the 14th most-visited city in the United States with nearly 5 million visitors. These visitors contributed $500 million to the local economy and supported an estimated 8,000 jobs.[1] By 2050, visitation to Flagstaff and northern Arizona is projected to reach 9.5 million people annually.[2] Nearby outdoor recreation facilities such as national monuments, forests and parks, Arizona Snowbowl, and Lowell Observatory drive Flagstaff's tourism economy.

The impacts of climate change threaten the Flagstaff area's surrounding natural resources. Projections of decreased snowpack will impact winter recreation and tourism, while increases in summer temperatures, drier conditions, and wildfire risk to ponderosa pine forests could alter visitation during spring, summer, and fall. As cities in central Arizona experience increasingly extreme summer temperatures, more individuals may visit Flagstaff to seek refuge from the summer heat.

Flagstaff's economic dependency on at-risk natural resources and tourism creates a point of contention as our community seeks to become more sustainable. As visitation increases, so will the need to maintain and enhance infrastructure. For example, higher visitor demand and vehicle travel in our national forests may require more frequent road maintenance and increase greenhouse gas emissions. Increased tourism during hotter months may increase stress on water resources.[3] Invaluable cultural resources are at risk of vandalism as visitation surges.[4] Finally, with more individuals visiting Flagstaff and purchasing seasonal homes, affordable housing demands will increase pressure on low-income communities.

Despite these vulnerabilities, visitation is an important driver of the Flagstaff economy and contributes significantly to quality of life in Flagstaff. As this Plan is implemented, careful consideration will need to be made when addressing goals of decreasing greenhouse gas emissions, maintaining a rich economy, balancing visitation with natural resource conservation, and taking equitable climate action.

1 "Fiscal Year 2017 Annual Report and Fiscal Year 2018 Marketing Plan" Flagstaff Convention & Visitors Bureau. 2018. https://en.calameo.com/read/0050207463ae8c6e9e959 .
2 "Flagstaff Regional Plan 2030: 2016 annual Report" City of Flagstaff. 2017. https://www.flagstaff.az.gov/2936/Flagstaff-Regional-Plan-2030. 3 R. H. Bark, "Assessment of climate change on local economies." Sonoran Institute and Lincoln Institute of Land Policy. 2009. https://www.lincolninst.edu/sites/default/files/pubfiles/bark-wp09rb2-full_0.pdf . 4 "Flagstaff Open Space 2018 Annual Year in Review." City of Flagstaff Sustainability Program. 2018.

Carbon Dioxide Removal

Flagstaff will achieve carbon neutrality by first measuring the remaining emissions produced by our community each year, and then balancing with an equivalent amount of carbon dioxide removal (CDR) through local and regional initiatives. If local and regional initiatives are unable to fully satisfy the community's CDR obligation, Flagstaff will explore options for obtaining carbon dioxide removal certificates (CORCs) or other high-quality offsets.

WHAT IT MEANS

Carbon dioxide removal (CDR) refers to the process of removing carbon dioxide from the atmosphere. Removed carbon dioxide can be stored in terrestrial, geological, and oceanic reservoirs and can be stored in products. Removed carbon dioxide may also be utilized, but if this utilization returns the carbon dioxide to the atmosphere, the removal would no longer qualify as a negative emissions initiative – though the net impact may well contribute to reducing community emissions, which is also a productive outcome when striving toward carbon neutrality. There are numerous established and emerging approaches for accomplishing CDR, each associated with a different deployment maturity, permanence of storage, and drawdown potential, as well as considerations of costs, location, co-benefits, risks, and uncertainties.

HOW WE'LL GET THERE

Since emissions will still be produced in Flagstaff by the year 2030, carbon dioxide removal (CDR) will be necessary to achieve carbon neutrality. The magnitude of CDR required will ultimately depend on, and be equivalent to, the amount of emissions still produced each year. If all other local reduction strategies outlined in this Plan meet projections, then it is expected that there will be over 471,000 MTCO2e still produced locally in 2030.

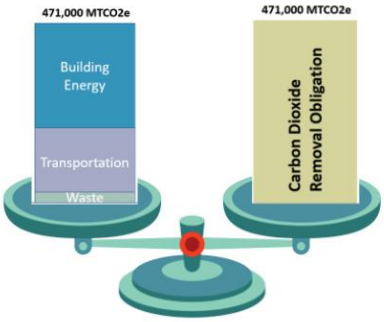


Figure 13: The two sides of the carbon neutrality scale: On the left side are the remaining emissions still produced (after reductions). On the right side is carbon dioxide removal. The two sides of the scale must balance out to achieve carbon neutrality.

Assuming that local reductions continue each year beyond 2030, then the annual CDR obligation required to achieve carbon neutrality will likewise decrease over time. It should always be kept in mind, reductions need to be prioritized and that (using the framework of the graphic above) the smaller that we can make the left side of the scale in 2030, or any other year, the smaller our CDR obligation.

As a City and community, we will first investigate the feasibilities of standing up and supporting local carbon dioxide removal (CDR) initiatives. Potential CDR projects may include nature-based initiatives on City lands and Open Spaces that remove carbon dioxide from the atmosphere and store it in biomass and soils. These could include urban forestry projects in areas of town that lack canopy and are vulnerable to the impacts of heat, or regenerative practices on riparian or degraded lands. We may also explore CDR initiatives that support the removal of waste and liability biomass from our surrounding forests – such as bioenergy or biochar. In addition to performing CDR, many of these initiatives would also reduce the risk of catastrophic forest fire as well as protecting, restoring, or otherwise supporting numerous ecosystems, allowing them to better provide all their many ecosystem services more effectively. We may even consider being an early adopter and making investments in the deployment of technology supported CDR initiatives including projects that provide long-term storage in materials or geologic formations. In developing the portfolio of initiatives that will be needed, the City may look to take the lead on some CDR projects, while other efforts may result from collaborations and perhaps even requests for proposals (RFPs). We also expect that the market will play a role and that some businesses will find opportunity in the CDR space.

If we are unable to meet our full CDR obligation with the portfolio of local initiatives that we develop, we will also have to consider obtaining carbon dioxide removal certificates (CORCs) or other high-quality offsets from third party vendors to satisfy the remaining obligation. The markets for CORCs are in early development and the price forecast is highly uncertain. Offsets have had a checkered history in terms of verification, additionality and permanence and are generally regarded as being insufficient to the problem. In order to address these limitations, Flagstaff will evaluate potential offsets using the Oxford Offsetting Principles[32] in order to ensure that they are high quality.

THE OXFORD OFFSETTING PRINCIPLES

- Cut emissions, use high quality offsets, and regularly revise offsetting strategy as bast practice evolves.
- Shirt to carbon removal offsetting.
- Shift to long-lived storage.
- Support the development of net zero aligned offsetting.

[32] https://www.smithschool.ox.ac.uk/publications/reports/Oxford-Offsetting-Principles-2020.pdf

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: According to the EPA, "A growing body of research points to "intra-urban" heat islands, or areas within a city that are hotter than others due to the uneven distribution of heat-absorbing buildings and pavements, and cooler spaces with trees and greenery. These differences can result from disparities in the way communities are planned, developed, and maintained. There are often correlations between hotter neighborhoods and demographic characteristics of residents, with factors such as race and income often playing a role in who bears the brunt of extreme heat."

Initiatives that increase urban and residential canopy cover and decrease the "heat island effect" are just one example of projects that can have both equity and carbon dioxide removal benefits. Biochar and compost initiatives could also be designed to improve food security for ~~vulnerable~~disproportionately impacted residents while also capturing carbon in soils.

Adaptation: There are numerous nature-based CDR approaches that can contribute to improved forest and soil health. Healthy forests provide numerous ecosystem services that will help our community be more prepared and resilient to a changing climate, including protecting water resources. Contributing to local forest health also decreases the risk of catastrophic wildfire, which presents risks to both property and human health.

What about our trees?

The City of Flagstaff has numerous natural landscapes that act as carbon sinks, removing and storing carbon dioxide from the atmosphere. In addition to the ponderosa pine forests within City limits, Flagstaff has 3,300 acres of legally designated open spaces, as well as the Rio de Flag corridor and associated wetlands. At this time, we don't *yet* measure any CDR taking place within these natural landscapes. Over the next two years we will collaborate with partners and organizations (including NAU, the Forest Service, ICLEI) that are working on protocols for determining what (and how much) existing nature-based CDR is appropriate for inclusion in our inventory. It will probably be appropriate to consider and quantify CDR taking place on City owned Open Space, since we manage those areas and their continued protection will allow the CDR these spaces perform to be preserved - in addition to allowing them to perform their many other ecosystem services. It will not likely be appropriate to simply claim 'dibs' on the CDR happening in nearby forests that we aren't involved in managing or protecting. Once we have protocols in place, we expect to find that *some* of the projected 471,000 MTCO2e CDR obligation may already "be on the scale." However even if the entire area of Flagstaff were covered in forest, this would not satisfy our expected CDR obligation – our carbon footprint is greater than our geographical footprint.

TARGET AREA GOALS

Goal	Year
Remove an equivalent amount of carbon dioxide from the atmosphere as is produced by the community. If all reduction goals are met, this obligation projects to be approximately 471,000 MTCO2e in 2030. This number can be reduced annually as greater local reductions continue to be achieved.	2030

STRATEGY

CD-1: Develop a portfolio of local and regional carbon dioxide removal initiatives to meet Flagstaff's commitment to carbon neutrality.

Opportunities for action:

1. The City's 8000 acre Red Gap Ranch property east of Flagstaff on the I-40 corridor is a possible site for an innovative high desert carbon dioxide removal and sequestration project.
2. Explore the feasibility of smaller-scale regenerative agriculture, meadows, and forests as sequestration sinks in Flagstaff's high desert environment.
3. Collaborate with Northern Arizona University and other governmental organizations and non-profits in Northern Arizona and on the Colorado Plateau to explore opportunities for regional initiatives that achieve carbon dioxide removal and sequestration.

CD-2: If local carbon dioxide removal projects are insufficient, obtain high-quality carbon offsets and CO2 Removal Certificates (CORCs).

Opportunities for action:

1. Evaluate potential certificates and offsets using the Oxford Offsetting Principles.
2. Purchase certificates and offsets that align with Flagstaff's priorities and the Oxford Offsetting Principles.

~~**Connections to the Flagstaff 2018 Climate Action and Adaptation Plan:**~~

~~Natural Environment Strategy 1. Protect existing forests, resources, and meaningful open spaces.~~

CDR First Steps

At this time, this Plan does not offer a prescriptive vision for the exact carbon dioxide removal portfolio that Flagstaff will develop and support over the next nine years. That work will require developing regional partnerships, identifying opportunities for collaboration as well as funding. ~~At this time,we have a~~ Today, we can estimate ~~sense of~~ how much CDR is likely to be necessary to achieve carbon neutrality, based on the emissions reductions anticipated. And so now ~~we need to start doing~~begins the groundwork to stand-up and support local CDR projects to meet this obligation. We expect that part of this development will likely involve conducting feasibility studies on various project proposals. We also know that we will need to start deploying initiatives in the next few years to give them time to develop and scale.

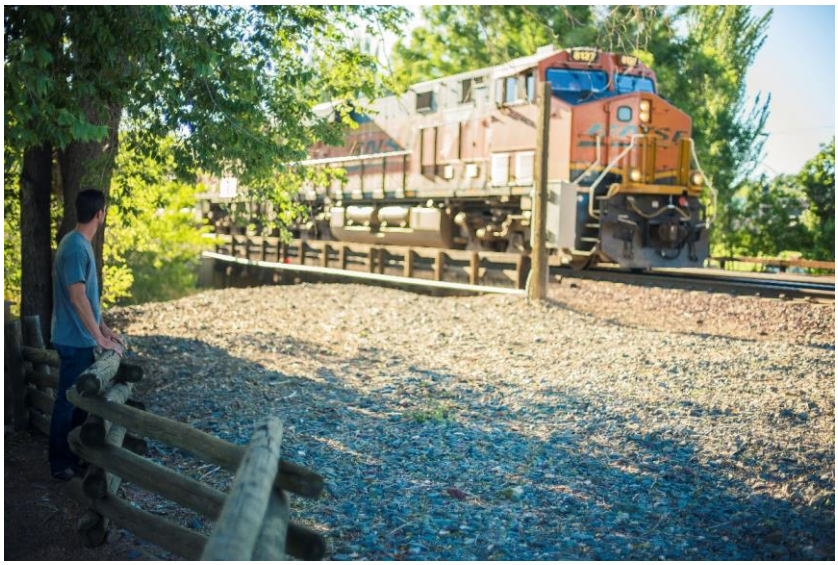
~~-~~One thing we do know – it pays to be proactive. Time and again we see that it is the communities that have done the groundwork that are able to take advantage of opportunities – for funding, collaboration, or otherwise. By adopting the Climate Emergency Declaration and thus kicking off the discussion about carbon dioxide removal in our community, we have made our interests clear to potential collaborators, and we are positioning ourselves to be uniquely prepared to take advantage of opportunities as they arise.

V. BACKGROUND

This background section provides information on climate change impacts in Flagstaff and how Flagstaff contributes to climate change via greenhouse gas emissions. This information provides a foundation for our actions. More details on both topics are available on the City of Flagstaff climate action website, at www.flagstaff.az.gov/climate.

In this chapter:

- The Climate Emergency Declaration
- Climate change in Flagstaff
- Flagstaff's greenhouse gas emissions



THE CLIMATE EMERGENCY DECLARATION

The Flagstaff City Council adopted the Climate Emergency Declaration on June 23, 2020. The declaration establishes eight resolutions:

Section 1. The City of Flagstaff declares that a climate emergency threatens our City, region, state, nation, civilization, humanity and the natural world, and recognizes the need for a dramatic increase in its ambition to combat climate change, so that it meets or exceeds the current recommendations of the foremost climate scientists working around the world.

Section 2. The City of Flagstaff commits to its own City-wide transition and climate emergency mobilization effort, utilizing Flagstaff's Climate Action and Adaptation Plan as the foundational framework in recognition of accelerating climate changes and prioritizing appropriate funding for its implementation.

Section 3. The City of Flagstaff commits to educating residents and especially Flagstaff's youth about the current climate emergency and inspiring action.

Section 4. The City of Flagstaff underscores the need for full community participation, and recognizes that the residents of Flagstaff, and community organizations and other such allies will be integral to and in the leadership of the mobilization effort.

Section 5. The City of Flagstaff commits to keeping the concerns of vulnerable communities, minorities, and those experiencing poverty central to all transition and climate emergency mobilization efforts and to facilitate the active participation of such communities.

Section 6. The City of Flagstaff joins a nationwide call for an emergency mobilization collaborative effort, in full partnership with surrounding Tribal nations and traditional agricultural communities, at all levels of government to prioritize adaptation and mitigation in relation to climate change while making all government decisions.

Section 7. The City of Flagstaff will take steps to revise the goals outlined in the Climate Action and Adaptation Plan to be in alignment with the United Nations' November 2019 Emissions Gap Report, while maintaining equal emphasis on adaptation, mitigation, and equity, by advancing the Climate Action and Adaptation Plan's goals to achieve carbon neutrality by 2030.

Section 8. The City of Flagstaff calls on the State of Arizona, the United States of America, and all governments and peoples worldwide to initiate a transition and climate emergency mobilization effort to mitigate global warming and create high-quality, good-paying jobs with comprehensive benefits for those who will be impacted by this transition.

Climate change in Flagstaff

The climate is changing, due largely to human-caused greenhouse gas emissions worldwide. These emissions come from a variety of sources: the cars we drive, the energy we use, the things we use, and even the food we eat. These emissions, once released, stay in the atmosphere, leading to abnormal weather patterns and severe weather events.

Flagstaff emits greenhouse gas emissions into the atmosphere, therefore contributing to global climate change. Emissions in Flagstaff come from three main sources: our energy and electricity sources, how we get around and build our town, and the things we buy and throw away. The chart below shows the portion of our emissions that come from each of these sources (pie chart below).

We get this information about Flagstaff's greenhouse gas emissions from our yearly greenhouse gas inventory. This is a common practice where municipalities itemize and track their annual greenhouse gas emissions. This information tells us where our mitigation efforts are successful, and which areas need more work.

ENVIRONMENTAL CHANGES

Coconino County is already experiencing increased temperatures, and can expect further increases in the future. Flagstaff can also expect to see:

- Increased wildfire risk
- Increased drought
- More flooding
- More insects in the forest and the city
- Damage to our water supply and quality
- Less snow and more rain

For more information on climate change in Flagstaff, view Flagstaff's Climate Profile available at www.Flagstaff.az.gov/climate.[33]

[33] https://www.flagstaff.az.gov/DocumentCenter/View/57498/Climate-Profile?bidId=#:~:text=Since%201950%2C%20Flagstaff%20has%20experienced,risen%20above%2090%C2%B0%20F.&text=In%201974%20and%201990%20temperatures,the%2090%C2%B0%20F%20threshold.

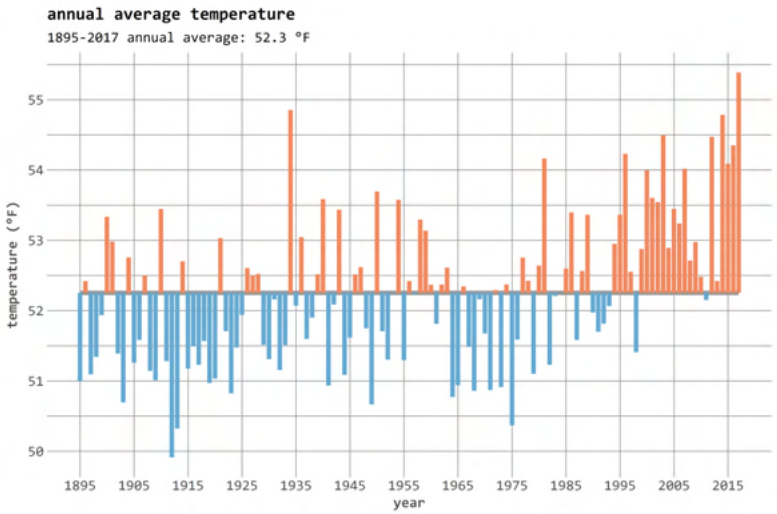


Figure 14. Average annual temperatures for Coconino County from 1895–2017. Orange lines indicate years where the average annual temperature was above average. Blue lines indicate years in which the average annual temperature was below average.

SOCIAL SYSTEMS CHANGES

We can also expect to see a variety of changes to our social systems, including:

- Increased allergens and longer allergy seasons
- Increased susceptibility to insect-borne illness
- Decrease visitation for snowplay
- Heat-related illnesses
- Regional growth that stresses Flagstaff's housing

To learn more about Flagstaff's vulnerabilities, review the Climate Profile at www.Flagstaff.AZ.gov/climate .

Flagstaff's Greenhouse Gas Emissions

HOW WE MEASURE OUR CONTRIBUTION TO CLIMATE CHANGE

To reach carbon neutrality, we must understand how Flagstaff contributes to climate change through greenhouse gas emissions. Each year the Flagstaff Sustainability Office completes a community-scale greenhouse gas emissions inventory. This inventory calculates the emissions produced by the activities taking place in our community. Activities we can measure include the release of greenhouse gas emissions when fossil fuels are burned for transportation and energy, when solid waste breaks down, and when water and wastewater are produced and treated.

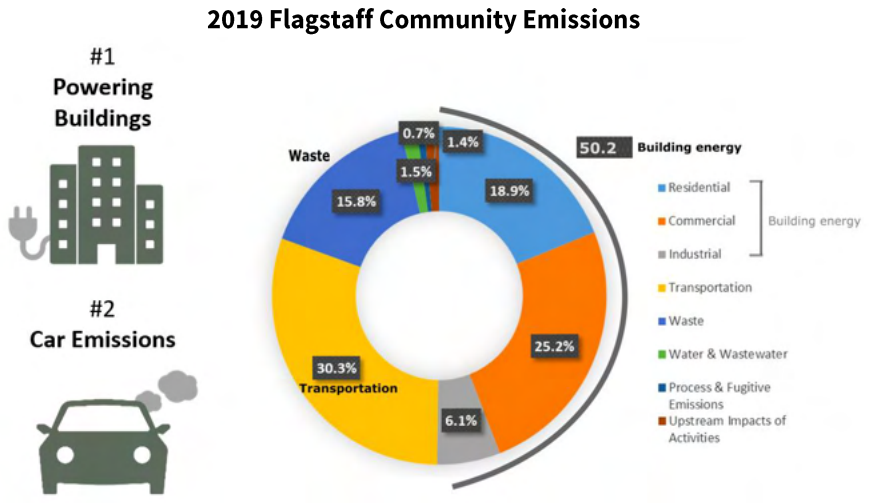


Figure 15. Greenhouse gas emissions from activities across the Flagstaff community in 2019.

Our greenhouse gas emissions fall into four main categories:

1. **Building Energy** contributes to approximately 50% of our emissions. This category represents emissions coming from the use of electricity and natural gas in our homes, and commercial and industrial buildings. Most of these emissions are split between commercial and residential buildings.
2. **Transportation** contributes to approximately 30% of our emissions. This primarily represents emissions from the fuels we use to get around town in vehicles.
3. **Solid waste** contributes to 16%of Flagstaff's emissions, primarily due to emissions from Flagstaff's Cinder Lake Landfill.

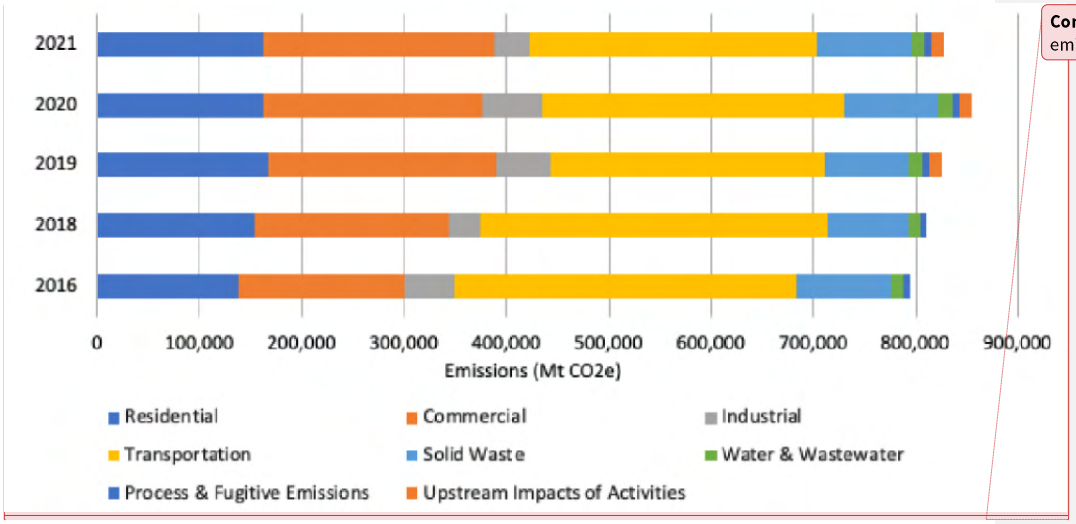
4. **Other emissions** are produced from water and wastewater treatment (2%), upstream impacts of activities (1%), and process and fugitive emissions (0.7%). 'Upstream impacts of activities' include emissions that occur prior to the consumption of fossil fuels, from the point of resource extraction, through processing and transportation. 'Process and fugitive emissions' result from the direct release to the atmosphere of GHG compounds from various types of equipment and processes, such as refrigeration and industrial processes. While smaller relative to other sectors, these categories are all important to measure and manage to achieve our emissions reduction goals.

A SECTOR-BASED GREENHOUSE GAS INVENTORY

Currently our inventory methods do not allow us to account for the imported or embedded emissions in the products that we consume. For example, an apple grown in Washington state and consumed in Flagstaff will have embedded emissions associated with the growing, picking, packaging, and transportation to Flagstaff that are not captured using our inventory method. For this reason, it is reasonable to assume that the results of our sector-based inventory represent the minimum emissions attributable to our community activities.

~~BASELINE: FLAGSTAFF'S GREENHOUSE GAS COMMUNITY~~ EMISSIONS ~~BEFORE CLIMATE ACTION~~

The City of Flagstaff has been tracking community greenhouse gas emissions since 2006. Since then, the way we track emissions has evolved. ~~Today~~Currently, the City uses the U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions. This global standard for community-level greenhouse gas inventories creates a reliable methodology that enables Flagstaff to compare its emissions to other communities. Methods and protocols will continue to evolve and improve over time, as will data collection and availability.



Commented [JN17]: Graph revised with updated GHG emissions data

Figure 16. Greenhouse gas emissions by sector for 2016, 2018, ~~and~~ 2019, 2020 and 2021.

~~The apparent jump observed in 2019 should be considered with the following factors in mind. In 2019:~~

- ~~Contractual natural gas was accounted for the first time, increasing the emissions of the industrial and commercial sectors.~~
- ~~The treatment of daily vehicle miles traveled (VMT) was updated, resulting in a net reduction in transportation emissions.~~
- ~~The protocol for the waste sector was updated from an in-jurisdiction protocol to a methane commitment protocol, increasing the annual emissions accounted and creating a framework with greater impact potential for waste diversion efforts.~~
- ~~2019 was the first year that Upstream Impacts of Activities were included in the Flagstaff inventory.~~

Each year, the annual greenhouse gas inventory methodology will be updated to utilize the best available data and practices. When possible and prudent, Flagstaff will also work to retroactively and transparently apply updates and improvements to relevant projections-based models so that their baselines and forecasts might better reflect current methods and data. Indeed, the 2018 Climate Action and Adaptation Plan reported the 2016 baseline for community emissions to be 787,000 MTCO2e. ~~t~~To be more consistent with the improved ~~2019~~ data and methods that were available for the buildings and transportation sectors in 2020 while developing the Carbon Neutrality Plan, the 2016 baseline used for ~~the carbon neutrality modeling~~this ~~was~~Plan was ~~amended~~ updated to 759,000 MTCO2e. ~~This is a lower baseline than was reported in the 2018 Climate Action and Adaptation Plan.~~ (See the conversation about the projected 44% reduction in emissions on page 12.)

There have been updates in methodology almost every year that the inventory has been done. One example illustrates methodology updates to improve accuracy in 2019 and 2021:

- In 2019, contractual natural gas was accounted in the inventory for the first time, resulting in a report showing a significant year-over-year increase (47%) in the total amount of natural gas delivered, and associated emissions. Despite having greater visibility on this source than in previous years, due to ongoing data limitations, contractual natural gas was simply split 50:50 between the commercial and industrial sectors.
- In 2021, the City was able to get yet more information on contractual natural gas. Rather than a 50:50 split, the actual allocation in 2021 was approximately 90% commercial and 10% industrial. Applying this improved information in 2021 contributed to both muted and significant year over year impacts on the larger commercial and smaller industrial sectors (+6% and -44% respectively).

While methodology updates have been made each year to provide the best available inventory, the City does not regularly re-evaluate either the 2016 emissions baseline or the 2030 business as usual (BAU) emissions projections. Doing so would be a significant endeavor for which only truly major changes and improvements would merit the investment of time and resources. Furthermore, in some cases, updates to baselines and projections may not be feasible (e.g.~~,i.e.~~ if more granular data that is available for CY2021 isn't also available for previous years). That said, the City is in active discussions with multiple leading carbon accounting organizations and is ~~constantly~~regularly evaluating opportunities to continue to ensure that both the annual and historical emissions inventories reported are using the best data and methods available.

Commented [JN18]: Edits reflect annual GHG inventory and methodology updates.

For more information on our greenhouse gas inventory and how our methodology and results have changed over time, see: www.flagstaff.az.gov/climate.

The ~~first~~ Flagstaff Climate Action and Adaptation Plan was adopted in November 2018. While the 2019 inventory reflects emissions after adoption of the CAAP, it will take a few years for the impacts on our emissions to be observed. For instance, in 2019, City Council adopted a building code that will ensure new buildings use significantly less energy. However, this code was not mandatory until January 2020, and its emissions reductions will only be truly apparent after buildings built in 2020 and beyond become a greater portion of Flagstaff's building stock.

How do we measure greenhouse gas emissions?

On average, Flagstaff contributes to the production of 759,000 metric tons of carbon dioxide equivalents (MTCO2e).

In order to try to imagine what 759,000 MTCO2e might look like, one might first start by imagining a piece of coal burning, smoking, and releasing CO2 emissions into the atmosphere. Now, if for some reason we wanted to have a single-day bonfire that would emit the entirety of our annual emissions - 759,000 MTCO2e - we would need to gather a lot of coal. Because we are in Flagstaff, we might choose to use our local train tracks to help us bring in all the coal we need for this bonfire.

If we were to fill every railcar with coal, we would require an impossibly long train made up of 4,168 railcars' worth of coal. This would stretch over 41 miles. If you were to get caught behind the gates when this train came by, even if it could travel at the full legal in-town speed limit, you would be waiting at the gates for nearly an hour.[34]

THANK YOU

Thank you to the Flagstaff community.

2020 – 2021 Climate Emergency Steering Committee.

- Rick Barrett, Engineering, City of Flagstaff
- Greg Clifton, City Manager, City of Flagstaff
- Justin Emerick, Water Services, City of Flagstaff
- Dan Folke, Community Development, City of Flagstaff
- Joe Galli, Flagstaff Chamber of Commerce
- Geoffrey Gross, Coconino County
- Todd Hanson, Public Works, City of Flagstaff
- Gail Jackson, Economic Collaborative of Northern Arizona (ECONA)
- Natalie Jacobs, Citizens' Climate Lobby
- Megan Kelly, Grand Canyon Trust
- Dara Marks Marino, Climate Activist
- Dave McCain, City of Flagstaff Sustainability Commission
- Dave McIntire, Economic Vitality, City of Flagstaff
- Kate Morley, Mountain Line
- Matt Muchna, Northern Arizona University
- Amanda Ormond, Ormond Group, LLC
- Judson Tillinghast, APS
- Jed Westover, Loven Contracting

2020 – 2021 Flagstaff Sustainability Office - staff and interns.

- Ramón DC Alatorre, Climate & Energy Coordinator
- Nicole Antonopoulos, Sustainability Director
- Jillian Goulet, Climate Engagement Coordinator
- Dylan Lenzen, Sustainability Specialist
- Marissa Molloy, Administrative Assistant
- Jenny Niemann, Climate & Energy Specialist

- Stephanie Arcusa, GHG Emissions Intern
- Lee Bryant, Climate Engagement Coordinator
- Deirdre Conroy, Community Resilience VISTA
- Anona Miller, Transportation & Climate Intern
- Marie Nabors, Carbon Sequestration Intern
- Isabelle Wilhelm, Transportation & Climate Intern

Note: both current and former staff and interns are listed.

2020 – 2021 technical emissions consulting provided by the Cascadia Consulting Group.

APPENDIX A

The information in this Appendix is intended to give more detailed insights into *some* of the actions and ambition (~~i.e.~~ e.g., number of retrofits) that were used to arrive at our carbon neutrality calculations.

Path to Carbon Neutrality – outcomes modeled	Example City Supporting Actions in the Model
On-road transportation: Vehicle miles traveled (VMT) set to be held at 2019 **levels [1.59M/day (internal)]**	*20% increase in residential density *25% decrease in distance to transit *ATMP fully funded and implemented, including portions that have yet to identify dedicated funding sources; Assumes the Primary Bikeways Network is fully in place
30% Remaining miles electric (or zero tailpipe)	*All new sedans and SUV City of Flagstaff (COF) fleet vehicles till be electric vehicles (EV) or zero emissions vehicles starting in 2022 *50 EV charging stations provided by COF for community. *Additional EV charging stations as needed for fleet operations. **Impact Gap! Some of this will have to happen without COF support. **The 30% goal was modeled**, either the market needs to fill the gap or COF will need to add additional support. OR BOTH.
2000 home solar systems installed (5kW each) for 10MW distributed residential	*Facilitate a twice annual Northern Solar Co-op with SUN *New home building codes
Commercial sector brings on 10MW solar by 2030	
Industrial sector brings on 5MW solar by 2030	
Includes a 50MW solar installation at RGR + 10MW solar at the Cinder Lakes Landfill Assumes 25MW goes to make all COF electricity renewable Assumes COF works with APS to allow half of the remaining solar to be acquired/attributed to the commercial/residential sectors at 7.5MW/10MW split. Note: This does include some policy optimism - that APS and ACC will allow.	*COF works with APS to get utility scale solar at RGR

COF 100% renewable electricity by 2025 (likely to require 25-30MW); + energy efficiency and fuel switching upgrades across the municipality by 2030	*See utility scale solar above *Complete COF municipal energy audit and ESCO
12,500 total residential retrofits ~50% of existing homes. Note: This plan includes actions whereby the City directly supports between 4000 – 5500 of these retrofits.	*Relaunch and retool the ARRA era residential retrofit program: Design program for 4000 retrofits. *Revolving loans funds *Rebate programs **Impact Gap! Some of these have to happen without COF support. **The 12500 goal was modeled.** Either the utilities/State/Fed/market needs to fill the gap or COF will need to add additional support. OR BOTH.
25% of all commercial accounts (NOT COF or NAU) get a deep energy efficiency retrofit	*Revolving loan funds *Rebate programs **Impact Gap! Some of these have to happen without COF support. **The 25% goal was modeled.** Either the utilities/State/Fed/market needs to fill the gap or COF will need to add additional support. OR BOTH.
15% of commercial accounts/establishments fully electrify (not including COF or NAU)	*Revolving loan funds *Rebate programs **Impact Gap! Some of these have to happen without COF support. **The 15% goal was modeled.** Either the utilities/State/Fed/market needs to fill the gap or COF will need to add additional support. OR BOTH.
Landfill gas collection and flaring is operational	*COF installs system when current sequences are capped.

The Flagstaff Carbon Neutrality Plan

An evolving framework for action

Revised December 2022

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Cover image: Flagstaff students protest for climate action in the fall of 2018. Photo credit: Jake Bacon.

The Carbon Neutrality Plan is revised annually. This is the second version, adopted on December 6, 2022.

Letter from the Flagstaff City Council

June 15, 2021

To the Flagstaff community,

Thank you. Flagstaff's climate action is rooted in the efforts and energy of the community members that hold us to the climate leadership goals we set for ourselves. Community members initiated the Climate Emergency Declaration, which is the foundation for this document. The community helped to develop the Flagstaff Carbon Neutrality Plan and will be integral in achieving Flagstaff's climate goals.

This document represents Flagstaff's hopeful, ambitious, and necessary approach to climate action. It is Flagstaff's contribution to the international effort to restore a safe climate, protect the earth's diversity of culture and life, and prioritize vulnerable communities. This Plan outlines fifteen target areas and accompanying strategies to proactively reduce emissions, build a stronger community, and prepare for coming change.

We take on this work with the knowledge that climate change will challenge Flagstaff and will negatively affect Flagstaff's vulnerable community members, including low-income families, communities of color, and the elderly. Equity and climate justice will be foundational elements of our work, to avoid harm to underserved groups and to ensure the benefits of climate action are fairly distributed.

The path to carbon neutrality will require leadership, bold action, perseverance and creativity. Each step closer to carbon neutrality offers hope for a healthy, prosperous, and equitable future for the Flagstaff community—and the world.

We invite all community members to remain involved as we work to achieve the goals of this Plan. Community voices will be needed to assist in our efforts – to create creative partnerships, to bring more residents into the conversation, to ensure we act equitably, and to help us remain accountable to our goals. Residents can receive assistance in home energy retrofits, join a neighborhood clean-up, review our greenhouse gas emissions reports, or learn how to talk to their neighbors about climate change. Find out more ways to get involved at www.flagstaff.az.gov/CNP.

In partnership,

The Flagstaff City Council

KEY TERMS

Climate terms used throughout this Plan are defined below to clarify their meaning in the context of Flagstaff's work.

The fundamentals of climate action:

- **Climate change:** A shift in long-term, average weather patterns fueled by increased greenhouse gas emissions into the atmosphere. Globally, climate change is leading to increased temperatures and instability in the atmosphere, causing extreme weather events like drought, rising sea levels, and catastrophic wildfires.
- **Greenhouse gas emissions**: Greenhouse gas (GHG) emissions include carbon dioxide, methane, nitrous oxide, and fluorinated gases that are released into the atmosphere naturally or through human activities. The increased concentration of GHG emissions in the atmosphere causes climate change. GHG emissions are often standardized and reported in metric tons of carbon dioxide equivalent (MT CO2E).
- **Carbon neutrality**: A state where an entity has achieved a net zero GHG emissions footprint. This is achieved by balancing every ton of human-caused GHG emissions produced with an equivalent amount of GHG emissions removed from the atmosphere, on an annual basis.

There are three central objectives of climate action:

- **Adaptation**: Actions that increase the ability to withstand, respond to, or cope with climate change impacts.
- **Mitigation**: Actions that decrease GHG emissions, which cause climate change.
- **Equity**: The just distribution of the benefits of climate protection and alleviation of unequal burdens created by climate change.

These terms represent growing areas of climate action:

- **Carbon dioxide removal (CDR)**: Refers to techniques and processes that remove carbon dioxide from the atmosphere.
- **Clean electricity**: Electricity generated from sources that do not produce GHG emissions.
- **Fuel switching**: Converting appliances, machines, and systems that rely on fossil fuels like natural gas, oil, or coal to another power source. This includes electrification, which is switching fuels to electricity.
- **Electric mobility**: The use of modes of transportation that are fueled by electricity instead of fossil fuels, including electric buses, electric bikes, small electric devices like scooters and hoverboards (electric micro-mobility), and electric vehicles (EVs).
- **Resilience**: The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

I. TAKING ACTION

Climate change, accelerated by human-caused greenhouse gas emissions, is disrupting global weather patterns and threatening communities across the world. While climate shifts have occurred in the past, current climate change is happening at a faster rate than any recorded in history. If the increasing amount of greenhouse gases in the atmosphere is not reduced, life as we understand it will be altered irreversibly. On June 23, 2020, the Flagstaff City Council declared a climate emergency, calling on each of us to do all we can to protect the earth's diversity of culture and life. See page 153 for a copy of the Climate Emergency Declaration.

The Flagstaff Carbon Neutrality Plan (**the Plan**) establishes a vision for how Flagstaff will create a carbon-neutral future. Achieving this goal will require reducing our greenhouse gas emissions through drastic shifts in how we heat and power our buildings, travel from place to place, and manage our waste. These shifts must occur at multiple levels within our community, as well as across the state, our country, and the world. This Plan includes fifteen target areas for reducing our community's emissions, each with specific strategies to guide Flagstaff's work. This Plan replaces the 2018 Flagstaff Climate Action and Adaptation Plan (CAAP) and builds upon its goals of adaptation and equity.

Climate action can create a stronger Flagstaff and reduce the negative economic, social and environmental costs of climate change – reducing the amount of global warming will pay dividends for generations. Yet our work to reduce emissions and prepare for change isn't just about avoiding costs – it is about improving life here in Flagstaff. Climate action can have co-benefits ranging from lower home energy costs and air that's easier to breathe, to healthier forests, neighbors who can rely on each other, and more enjoyable ways to get to work.

The voice of the Flagstaff community will provide critical guidance to the City of Flagstaff as we work together to reach carbon neutrality. The path to carbon neutrality will not be easy: it will require perseverance and creativity. Yet each step closer to carbon neutrality offers hope for a healthier, safer, and more prosperous future for the Flagstaff community—and the world.

VISION FOR THE FUTURE

The Flagstaff community takes ambitious action to reduce greenhouse gas emissions and build community resilience, resulting in a higher quality of life for all residents. This transformation involves the entire community, is supported by collaborations with regional and tribal partners, provides opportunities, and centers disproportionately impacted communities in an equitable transition towards carbon neutrality.

Overarching Goals

Goal One: **Achieve carbon neutrality by 2030.**

Flagstaff will arrive at carbon neutrality, also known as net-zero community greenhouse gas emissions, by 2030. Carbon neutrality will be achieved through a combination of emissions reductions and carbon dioxide removal (CDR) initiatives. For more information on carbon neutrality, see the Approach Chapter starting on page 18.

Mitigation target: Reduce greenhouse gas emissions by 44% by 2030, from the business as usual emissions projection.

Flagstaff will reduce greenhouse gas emissions as much as possible: this Plan aims to reduce Flagstaff's annual community emissions by 44% compared to the business as usual (BAU) scenario - our predicted emissions if we took no climate action.

Carbon dioxide removal (CDR) target: Balance any remaining greenhouse gas emissions with carbon dioxide removal, to achieve carbon neutrality by 2030.

To achieve carbon neutrality, we will measure the emissions produced each year by the Flagstaff community on an annual basis, and then balance those emissions with an equivalent amount of carbon dioxide removal (CDR). In 2030, Flagstaff will need to remove approximately 471,000 tons of carbon dioxide from the atmosphere – equivalent to our 2030 emissions.

Goal Two: **Prepare Flagstaff's communities, systems, and resources to be more resilient to climate change impacts.**

Climate changes have already taken place in northern Arizona; natural and societal shifts will continue to occur. The Flagstaff community must begin to respond to climate change through adaptation, or preparing for change and strengthening our community's social, economic, and infrastructure systems. Adaptation actions will ensure Flagstaff is better equipped for and can thrive amidst both short-term disruptions and long-term change.

Goal Three: **Address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.**

Climate change disproportionally impacts certain communities like older adults, people of color and low-income neighborhoods. As we act, we must consider how both climate change and climate action can affect people differently. The City of Flagstaff will center equity in its climate action decisions to ensure all communities in Flagstaff can benefit from a carbon neutral future.

Our Path to Carbon Neutrality

To reach carbon neutrality, we will take action in 15 target areas, grouped into four priorities:

Neighborhoods

- Community Resilience
- Equitable Systems
- Decreased Dependence on Cars
- Housing for All
- Inclusive Recreation

Energy

- Electric Mobility
- Clean Electricity
- Building Fuel Switching

Consumption

- Reduced Building Energy Use
- Sustainable Consumption
- Water Security

Commitments

- Healthy Forests and Open Spaces
- Health and Safety
- Economic Prosperity
- Carbon Dioxide Removal

TARGET AREAS AND STRATEGIES

Flagstaff will achieve carbon neutrality by taking action in the following target areas, which are detailed starting on page 47.

- Community Resilience
- Equitable Systems
- Decreased Dependence on Cars
- Housing for All
- Inclusive Recreation
- Electric Mobility
- Clean Electricity
- Building Fuel Switching
- Reduced Building Energy Use
- Sustainable Consumption
- Water Security
- Healthy Forests and Open Spaces
- Health and Safety
- Economic Prosperity
- Carbon Dioxide Removal

1. PRIORITY ONE: WE WILL STRENGTHEN OUR NEIGHBORHOODS

Community resilience

- **CR-1** Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
- **CR-2** Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Equitable systems

- **ES-1** Incorporate equity as a foundational element of every climate action the City develops and implements.
- **ES-2** Proactively engage community members on an ongoing basis.
- **ES-3** Design targeted climate policies and programs to serve disproportionately impacted communities first.
- **ES-4** Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

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.

Housing for All

- **HA-1** Create housing options for households at all income levels and family sizes occupied by local residents.
- **HA-2** Connect people to equitable housing solutions.
- **HA-3** Preserve affordable housing.
- **HA-4** Protect people from housing discrimination and remove housing barriers.

Inclusive Recreation

- **IR-1** Protect natural areas and ecosystem services that are most vulnerable to the impacts of increased visitation and climate change.
- **IR-2** Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.
- **IR-3** Plan for changes to recreation, reduce emissions, and respond to the impacts of climate change on current Parks and Recreation facilities and operations.

2. PRIORITY TWO: WE WILL CLEAN OUR ENERGY SOURCES

Electric Mobility

- **EM-1** Advance the electrification of buses across Flagstaff.
- **EM-2** Welcome electric micro-mobility devices as legitimate, healthy, affordable, and low-carbon modes of transportation.
- **EM-3** Support residents, businesses, and institutions in the transition to electric vehicles.

Clean electricity

- **CE-1** Produce 100% renewable electricity to cover all City of Flagstaff municipal electricity needs.
- **CE-2** Increase renewable energy installations and usage in new buildings.
- **CE-3** Support solar installations on existing residential and commercial buildings.

Building Fuel Switching

- **FS-1** Reduce or remove natural gas usage in municipal buildings
- **FS-2** Encourage new buildings to rely on the electric grid as their main energy source.
- **FS-3** Support fuel switching in existing residential and commercial buildings.
- **FS-4** Provide training and education on fuel switching.

3. PRIORITY THREE: WE WILL MANAGE OUR CONSUMPTION

Reduced Building Energy Use

- **BE-1** Achieve net zero energy City of Flagstaff facilities.
- **BE-2** By 2030, require new homes in Flagstaff to be net zero energy homes.
- **BE-3** Reduce energy use in existing buildings.

Sustainable Consumption

- **SC-1** Manage emissions from the Cinder Lake Landfill.
- **SC-2** Encourage sustainable consumption.
- **SC-3** Divert more waste from the landfill.
- **SC-4** Reduce organic waste going to the landfill and reduce food insecurity.

Water Security

- **WS-1** Improve water infrastructure and expand water reuse.
- **WS-2** Improve ecosystem management for protection of water resources.
- **WS-3** Continue to support water conservation efforts across the Flagstaff community.
- **WS-4** Maximize passive and active community rainwater infiltration.

4. PRIORITY FOUR: WE WILL UPHOLD OUR COMMITMENTS

Healthy Forests and Open Spaces

- **HF-1** Protect existing forests, resources, and meaningful open spaces.
- **HF-2** Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
- **HF-3** Educate the public on forest health and wildfire risk reduction.
- **HF-4** Support innovation in the forest health and wildland fire sectors.
- **HF-5** Encourage diverse native plant ecosystems in the built environment.
- **HF-6** Proactively manage for expected ecosystem transitions, including the potential threats to ponderosa pine forests.

Health and Safety

- **HS-1** Identify community health impacts from climate change and target support to assist at-risk populations in adapting to change and protecting their health.
- **HS-2** Prepare for changing risks to public health due to climate change and increase collaborations across agencies to improve health and climate awareness, preparedness, and resilience.
- **HS-3** Adequately fund services for disaster preparedness.
- **HS-4** Improve the resilience of public infrastructure and City facilities.

Economic Prosperity

- **EP-1** Accelerate the transformation to a low-carbon economy that minimizes emissions and spurs innovation.
- **EP-2** Support the adaptation efforts of local businesses as the climate changes and the economic landscape shifts.

Carbon Dioxide Removal

- **CD-1** Develop a portfolio of local and regional carbon dioxide removal initiatives to meet Flagstaff's commitment to carbon neutrality.
- **CD-2** If local carbon dioxide removal projects are insufficient, obtain high-quality carbon offsets and CO2 Removal Certificates (CORCs).

THE PATH TO CARBON NEUTRALITY STARTS WITH A 44% REDUCTION IN EMISSIONS

Achieving carbon neutrality involves two core actions:

- First, a community must reduce emissions as much as possible,
- and then balance the remaining emissions with carbon dioxide removal.

The City's carbon neutrality strategy starts with significant emissions reductions. Without action, we project that the Flagstaff community will produce approximately 846,000 metric tons of greenhouse gas emissions in 2030 – this is called the **business-as-usual scenario. The strategies and outcomes envisioned by this Plan will lead to a 44% reduction in emissions** compared to the business-as-usual scenario. While this reduction is significant, our community will still produce an estimated 471,000 tons of greenhouse gasses in 2030 (MTCO2e).

To achieve carbon neutrality, Flagstaff will need to pursue carbon dioxide removal initiatives at an equivalent scale. If 471,000 tons of greenhouse gasses are still produced over the course of a year, then 471,000 tons will need to be removed.

The two graphs below, Figures 1 and 2, display these emission reductions in different ways. This Plan uses 2016 as the 'base year' for its greenhouse gas emissions inventory – it is the benchmark against which the City compares current and future emissions. This Plan also uses the business-as-usual scenario to set goals and targets. For updated greenhouse gas emissions inventory for Flagstaff's emissions, see page 156.

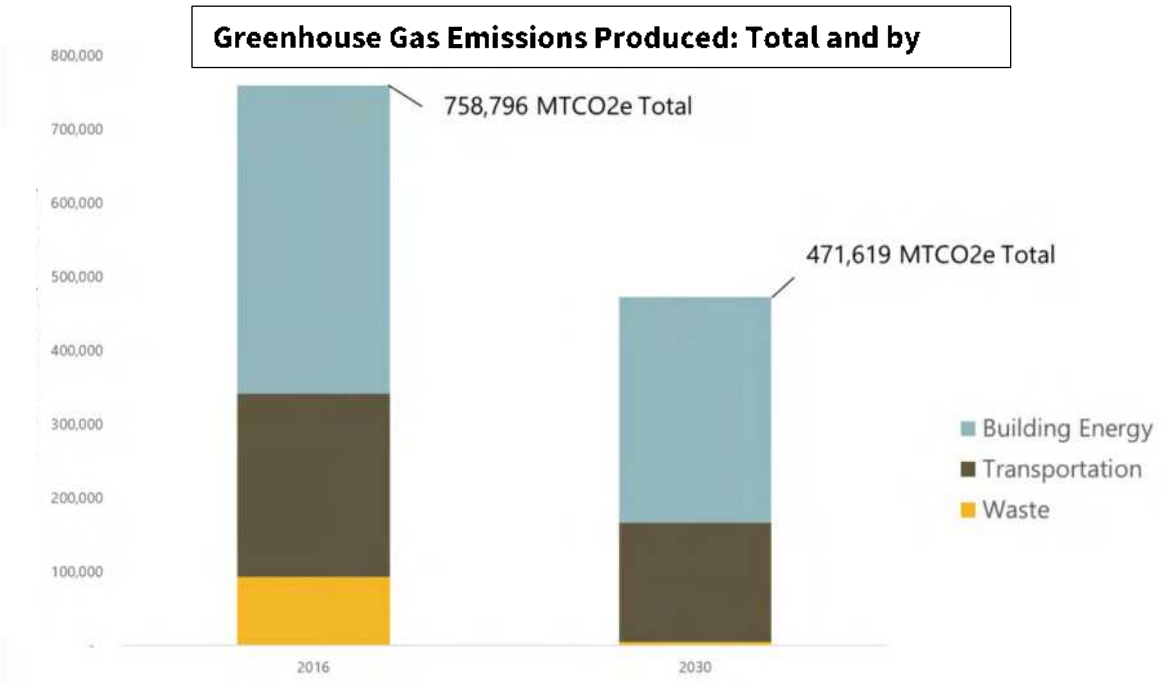
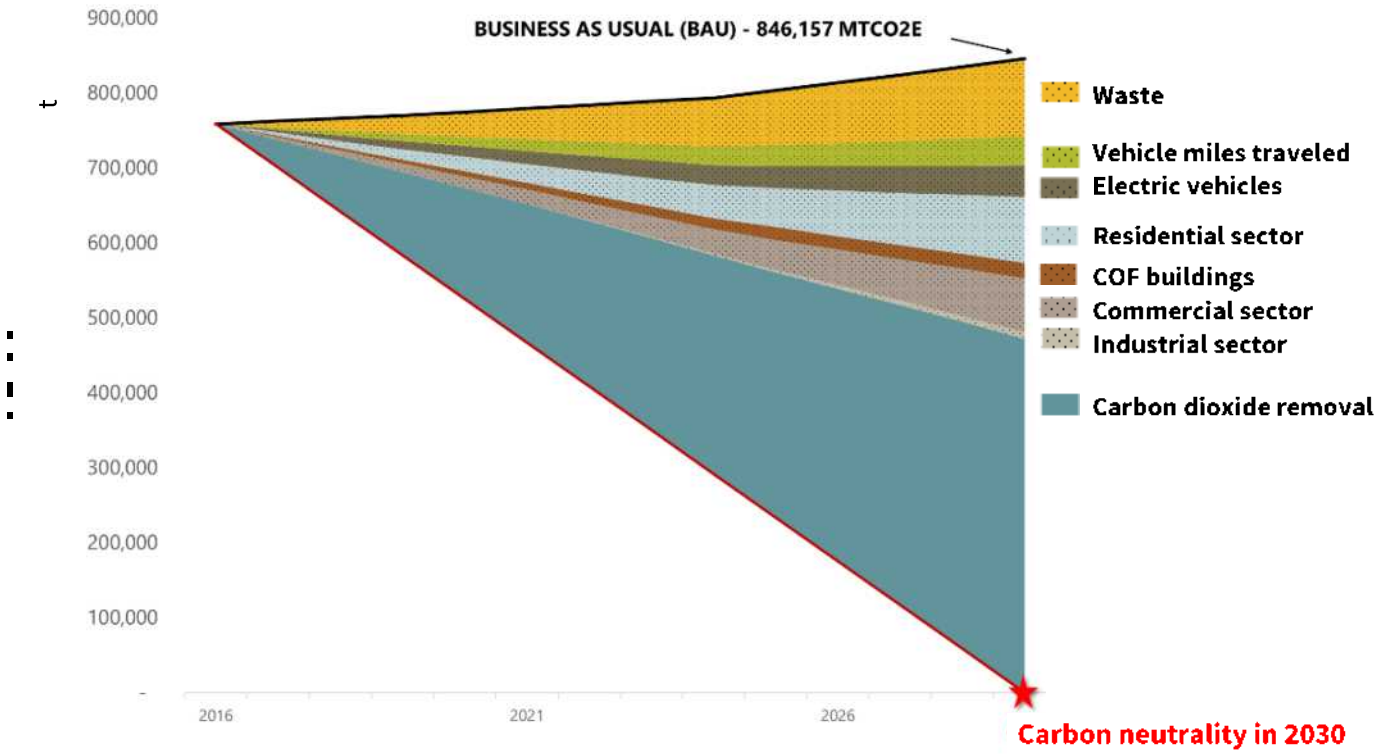


Figure 1: Remaining emissions still produced in 2016 (measured) and 2030 (projected). This bar graph only considers the emissions produced and does not consider the net impact that carbon dioxide removal (CDR) initiatives would have.



Reductions from waste
Flaring and diversion

Reductions in vehicle miles traveled (VMT)
Maintain 2019 VMT levels

Reductions from electric vehicles
30% of vehicle miles will come from electric vehicles

Reductions from residential sector
43% reductions in total energy use. 62% reduction in emissions from natural gas. 72% of electricity is zero-emissions.

Reductions from COF Buildings
28% from reductions in total energy use. 60% reduction in emissions from natural gas. 100% renewable electricity.

Reductions from commercial sector
11% reduction in total energy use. 20% reduction in emissions from natural gas. 69% of electricity is zero-emissions.

Reductions from industrial sector
68% of electricity is zero-emissions.

Carbon dioxide removal
471,619 MTCO2e

Figure 2: Wedge graphic of carbon neutrality. This graph shows the emissions reductions and carbon dioxide removal required to achieve net-zero emissions by 2030.

GETTING TO NET-ZERO: KEY SHIFTS TO REACH CARBON NEUTRALITY

Flagstaff needs to commit to substantive change in our community to reach carbon neutrality. We will need to collectively and individually take big and bold actions on an aggressive timeline. The table below describes some of the outcomes Flagstaff will need to reach.

Significant reductions in the miles we travel by passenger vehicles	- Vehicle **Miles Traveled (VMT).** Hold internal VMT measured steady at 2019 levels, even amidst community growth. Internal VMT = trips that start and end within the Flagstaff community.
	- 30% of our internal VMT will be in **electric vehicles** (or have zero tailpipe emissions).
Rapid solar energy development	- **2,000 new home solar systems** are installed by 2030 - **15 Megawatts (MW) of new solar** on commercial and industrial buildings/lots
Extensive building retrofits and electrification	- **Retrofit ~50% of existing homes** (12,500 total residential retrofits) to reduce energy use and electrify homes. - 25% of all commercial buildings get a **deep energy efficiency retrofit**. - 15% of commercial buildings **fully electrify**.
City of Flagstaff: Renewable energy + energy use	- **100% renewable electricity** for the municipality by 2025. - Energy efficiency and fuel switching in **municipal buildings**.
Low-impact new buildings	- By 2030, ensure new buildings use **net-zero energy**, meaning they contribute to the creation of as much energy as they use.
Carbon dioxide removal	Removing approximately 471,000 tons of carbon dioxide from the atmosphere per year by developing and supporting a **portfolio of carbon dioxide removal initiatives.** Potential projects include biomass, bioenergy or biochar initiatives on City land and Open Space.

For a progress update on these key outcomes, see www.Flagstaff.AZ.Gov/CNP.

What is a megawatt?

A megawatt is how we measure large amounts of power. One megawatt (MW) = 1,000,000 watts. For reference an LED lightbulb uses about 8 watts. A typical home rooftop solar system is about 5 kilowatt (kW) in size. One MW is equivalent to 200 typical home systems. The solar array at the Flagstaff City Hall is 150 kW in size – so to get 15 MW we would need about 100 additional systems of this size.

About this Plan

What this Plan does

This Plan will guide the City of Flagstaff as it works to achieve carbon neutrality and respond to the climate emergency.

This Plan sets a vision, overarching goals, and specific strategies to reach carbon neutrality and other elements of Flagstaff's Climate Emergency Declaration. This Plan will guide the City of Flagstaff's decisions about policies, funding, investments, and program development.

This Plan is also a communication tool, to help Flagstaff community members understand the City's goals, strategies, and potential actions. This Plan identifies areas for action by individuals, opportunities for collaboration with businesses, and how these issues are interconnected.

The science is clear

As the climate changes, Flagstaff will continue to experience warmer temperatures, an increase in aridity or dryness, lower snowpack levels, and increased wildfire risk.

These changes will have cascading impacts on Flagstaff's natural environment, residents, and community systems. Just a few of the impacts include:

- The forests surrounding Flagstaff will become drier and more stressed, increasing their vulnerability to severe wildfire and disease.
- Visitation and tourism to Flagstaff will change. Snow in winter will become less predictable, and the Phoenix metro area will see increasingly extreme summer temperatures. This will have impacts on Flagstaff's economy, infrastructure, housing systems, and land use.
- Flagstaff will experience more days with temperatures above 90 degrees, increased allergens, and more days with poor air quality due to smoke, negatively impacting residents with health vulnerabilities.

All Flagstaff residents will need to adapt to these and other changes. Some changes will bring opportunity and others will bring challenges, particularly for disproportionately impacted community members like older adults, families with low incomes, or communities of color.

For more information on the anticipated changes to Flagstaff's climate and resulting impacts on its community: See Appendix A of this document, or find even more detail in the Flagstaff Climate Profile, available through the City of Flagstaff Climate website: www.flagstaff.az.gov/climate.

Systemic change versus individual action

In conversations about climate action, there tends to be extensive conversation around the value of systemic and individual change. This Plan utilizes both! As a municipality, the City of Flagstaff works on systemic, structural changes to decrease greenhouse gas emissions and improve quality of life. However, these systemic changes help make individual action easier! Think about transportation, for example. If you live in a walkable neighborhood, you're more likely to leave your car at home, since the system and infrastructure is set up for you to make that choice more easily. Systemic change and individual action are not mutually exclusive. Instead, they complement and support one another.

How this document relates to the 2018 Climate Action and Adaptation Plan

The Flagstaff Carbon Neutrality Plan builds on progress of the 2018 Climate Action and Adaptation Plan – also known as the CAAP.

The 2018 CAAP was developed over a year and a half of community conversations to create the first climate plan for Flagstaff. It was adopted unanimously, and was the first community-wide climate plan in Arizona. It established broad goals for reducing emissions, preparing for change, and ensuring that we act equitably, prioritizing our most disproportionately impacted community members.

The 2018 CAAP aligned with the best available science that formed the foundation for the Paris Climate Agreement. One month before the CAAP adoption, the Intergovernmental Panel on Climate Change (IPCC) published a report: Global Warming of 1.5° C, stating that urgent action was needed across the globe to hold warming to 1.5° C, which is equal to 2.7° F. When the Flagstaff City Council adopted the CAAP in late 2018, the CAAP acknowledged that this was a first step and that community conversations around this IPCC report were needed.

When adopted in 2021, the Carbon Neutrality Plan focused on mitigation and updating the greenhouse gas emissions goals of the 2018 CAAP. In December 2022, the Carbon Neutrality Plan was revised to incorporate the adaptation-related target areas of the 2018 CAAP. The following target areas were updated and migrated from the 2018 CAAP to this Carbon Neutrality Plan:

- Inclusive Recreation
- Water Security
- Healthy Forests and Open Spaces
- Health and Safety
- Economic Prosperity

As a result of the December 2022 revision, the Carbon Neutrality Plan represents Flagstaff's current mitigation, adaptation and equity goals. The 2018 CAAP is no longer a current document needed for reference purposes.

How this document relates to the Flagstaff Regional Plan 2030

The Flagstaff Carbon Neutrality Plan supports the vision, goals, objectives and policies of the Flagstaff Regional Plan 2030: Place Matters (Regional Plan). The Regional Plan sets forth a vision for a Sustainable Flagstaff, connecting development decisions to environmental impact and the need to plan for the future. It envisions active stewardship and vitality for both the current population and future generations – ideals that are supported by reducing greenhouse gas emissions, resilience-building and support for marginalized community members. This document builds upon the climate change and adaptation goals originally outlined in the Regional Plan.

- Major Amendment to the Regional Plan for carbon neutrality

In December 2021, the Flagstaff City Council adopted a major amendment to the climate change and adaptation goals and policies of the Flagstaff Regional Plan 2030 – revising pages IV-11, IV-12, and X-19. This amendment aligned the Regional Plan climate action section with the Flagstaff Carbon Neutrality Plan, closing the 'ambition gap' between the Regional Plan's broad goal of reducing greenhouse gasses and this Plan's commitment to carbon neutrality. The revised climate change and adaptation goals and policies of the Regional Plan are:

Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.

- Policy E&C.2.1. Encourage the reduction of energy and material consumption.
- Policy E&C.2.2. Promote investments that create a connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.
- Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.
- Policy E&C 2.4. Promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption.

Goal E&C.3. Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.

- Policy E&C.3.1. Develop and implement a comprehensive and proactive approach to prepare the community for and to minimize the impacts of climate change induced hazards.
- Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.

- Policy E&C.3.3. Invest in forest health and watershed protection measures.
- Policy E&C.3.4. Increase the region's preparedness for extreme climate events.
- Policy E&C.3.5. Improve the ability of vulnerable community members to adapt and thrive amidst the pressures of climate change.
- Policy E&C.3.6. Attempt to equitably distribute the burdens and benefits of climate action policies and investments to all segments of the community.

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.

- Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources in the context of anticipated climate changes and resulting changes to Flagstaff's systems.
- Policy E&C.4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.

- Support for other Regional Plan goals and policies

This document also furthers many other goals of the Regional Plan, such as but not limited to:

- Goal E.1. Increase energy efficiency.
- Goal E.2. Expand production and use of renewable energy.
- Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete connected places.
- Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.
- Goal LU.6. Provide for a mix of land uses.
- Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.
- Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
- Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.
- Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation systems, where feasible, to serve as an attractive alternative to single-occupant vehicles.

The Flagstaff Carbon Neutrality Plan will also inform potential priority areas for the next update to the regional plan.

II. OUR APPROACH

This document is a framework for action; it outlines broad strategies for how to achieve carbon neutrality. The principles below illustrate the approach the City will take as it works within the community to achieve its carbon neutrality goals.

OUR WORK IS INFORMED BY THE FOLLOWING PRINCIPLES:

Carbon neutrality is:

- 1. Community-driven
- 2. Motivated by urgency
- 3. Prescriptive
- 4. A commitment to accountability
- 5. An investment in our future
- 6. Supported by market leaders

Flagstaff will:

- 7. Be a leader
- 8. Embrace the Big Shift
- 9. Balance community tensions and create opportunities
- 10. Center equity and adaptation

Climate action in Flagstaff will:

- 11. Produce co-benefits
- 12. Rely on partnerships
- 13. Prioritize incentives
- 14. Iterate and adapt continuously

Carbon neutrality is …

- **Community-driven**
- **Motivated by urgency**
- **Prescriptive**
- **A commitment to accountability**
- **An investment in our future**
- **Supported by market leaders**

1. CARBON NEUTRAILTY IS COMMUNITY-DRIVEN

On September 20th, 2019, Flagstaff community members gathered on the City Hall lawn for the Global Climate Strike. At the gathering, community activists and organizers gathered signatures for a citizen petition, calling on Flagstaff City Council to declare a climate emergency. This Citizen Petition was submitted to the City Council on September 24th, 2019. Hundreds of Flagstaff community members organized into coalitions from farmers and doctors to students and grandparents. At the January 28th, 2020 City Council Meeting, they provided over three hours of public comment requesting a Climate Emergency Declaration and urgent action. On June 23rd, 2020, the Flagstaff City Council unanimously adopted the Climate Emergency Declaration.

Community organizers and residents led the creation of the Climate Emergency Declaration, and their involvement has continued throughout the development process. This Plan was created based on technical analysis, best practices from peer cities, and feedback from Flagstaff community members. A Steering Committee of community members was formed to guide Plan development and incorporate resident voices from the start.

Over the course of 10 months in 2020 and 2021, more than 2,500 residents engaged and contributed to the development of this Plan. Community members contributed to six surveys, attended 12 virtual open house forums, and contributed videos for the Climate Emergency Open House website. City staff made 50 carbon neutrality presentations to City Commissions and community groups. Community partners played an integral role in advising the Plan and inviting their networks to provide input.

2. CARBON NEUTRALITY IS DRIVEN BY URGENCY

The climate emergency is causing change in Flagstaff today and threatens to cause catastrophic events across the world in the coming decades. Urgent and bold action is necessary to take advantage of a small window of opportunity to avoid the worst effects of irreversible climate change. The IPCC's Special Report: Global Warming of 1.5°C states that limiting warming to 1.5 degrees Celsius (which equal to 2.7 degrees Fahrenheit), compared to 2 degrees Celsius, will allow 10 million people to avoid the health impacts of sea level rise, save the world approximately $30 trillion in damages, and avoid up to 2,000 heat-related deaths annually.

The severe impacts of climate change and the need to keep global warming below 1.5°C was a vital driving principle behind the June 2020 Climate Emergency Declaration, available on page 153.

Local governments are first responders to the climate emergency, like most other emergencies. Thus, local governments across the world have a responsibility to prepare for this looming threat, to reduce the potential harm, and to protect disproportionately impacted communities.

Like other emergencies, action must be swift, decisive, collaborative, and effective, while being rooted in community values and priorities.

3. CARBON NEUTRALITY IS PRESCRIPTIVE

To restore a safe climate for future generations, communities across the world must drastically reduce the amount of fossil fuels used in buildings, transportation, and consumption. Within the United States, getting to carbon neutrality looks similar across all cities undertaking this goal, and relies on several common strategies:

- Reducing the energy we use for buildings, transportation and consumption.
- Creating energy from renewable and clean sources.
- Switching buildings and vehicles to run on clean electricity or other renewable sources.

In this way, carbon neutrality is prescriptive: there is an agreed upon course of action to achieve the emission reductions necessary. These actions may be re-packaged or reframed from city to city, but the necessary high-level strategies are known. Flagstaff is no different – the necessary actions are pre-determined by where our emissions come from. We still rely on national best practices to dramatically reduce emissions from our buildings, transportation, and consumption.

Because there are only minor deviations from the standard pathway to achieve carbon neutrality, Flagstaff's actions will be similar to all other cities striving for carbon neutrality. There is still ample opportunity for creativity and innovation in *how* Flagstaff achieves these goals: policies and programs will be developed to meet Flagstaff's unique characteristics, population, economic drivers and climate.

4. CARBON NEUTRALITY REQUIRES ACCOUNTABILITY

Carbon neutrality is a framework of accountability. To be carbon neutral, each year we will measure the emissions produced by the Flagstaff community – those we were not able to avoid through emissions reductions (mitigation). We must then remove an equal amount of carbon dioxide from the atmosphere in order to arrive at carbon neutrality, or net-zero emissions.

In this way, the carbon neutrality framework has a built-in accountability feature: regardless of the City's success at reducing emissions, the City can still meet the goal of carbon neutrality through carbon dioxide removal (CDR). The City must use a combination of emissions reductions and carbon dioxide removal to get to net-zero emissions, balancing both sides of the scale, as seen below in Figure 3. If we fail to meet our emissions reduction goals, then our removal obligation will increase proportionately. Similarly, if we exceed our emissions reduction goals, then our removal obligation will decrease. Read more about our plans for CDR on page 147.

Figure 3. The two sides of the carbon neutrality scale: On the left side are the remaining emissions still produced (after reductions). On the right side is carbon dioxide removal. The two sides of the scale must balance out to achieve carbon neutrality. (Note: the mechanical tree illustration on right side of scale is courtesy of the Arizona State University Center for Negative Carbon Emissions.)

5. CARBON NEUTRALITY IS AN INVESTMENT IN OUR FUTURE

Taking climate action and avoiding the worst impacts of climate change makes sense economically and morally. Action is far less expensive and far more beneficial than inaction. Like forest health measures taken to avoid catastrophic wildfire, climate action is an investment in our future.

> In Flagstaff, forest protection provides a sobering example of the need for preparation: The 2010 Schultz wildfire and post-fire flooding had a total impact between $133 and $147 million.[1] By comparison, the phase one of the Flagstaff Watershed Protection Project (FWPP) required a $10 million investment from Flagstaff residents. This down payment on forest health will help Flagstaff avoid high-severity fires that could cause devastating flooding, and is projected to help the Flagstaff area avoid between an estimated $573 million and $1.2 billion in damages.[2]

Just as individuals prepare for retirement, climate action takes intentional preparation. It is said that the best time to start investing for retirement is 15 years ago, and the next best time is now. Like retirement, it may be helpful to approach the spending that will be required on climate action with an investment mindset. Investments require spending, but they also produce returns and benefits. The earlier someone starts investing, the easier and less expensive it will be for them to meet their retirement goals. The longer someone delays investing, the more difficult and expensive it becomes.

Investments in climate action are no different, and these investments produce returns for ourselves and future generations. The 2019 UN Gap Report shows that if governments worldwide had started 10 years ago, we could have made relatively modest and gradual investments to achieve annual emissions reductions of just 3.3%. Figures 4 and 5 show the reductions required based on different action timeframes.

Because of our collective delay, the necessary investments will need to be more significant and rapid to achieve the annual global reductions of over 7.6% per year that are now required.[3] That trend only continues with further delay. Indeed, one recent study concluded that if the U.S. starts investing now in efforts to reach net-zero emissions by 2050, the total spending required would be nearly half as much compared to delaying our investments until 2030.[4] When it comes to making investments to achieve goals, the amount of time remaining can be either the greatest asset or biggest liability. There may still be enough time to meet our climate stabilization and adaptation goals, but only if we accelerate our ambition and start making the necessary investment contributions.

It is said that an ounce of prevention is worth a pound of cure. Part of the investment mindset is evaluating both the cost of action as well as the cost of inaction. Choosing to avoid oil changes only appears to save a

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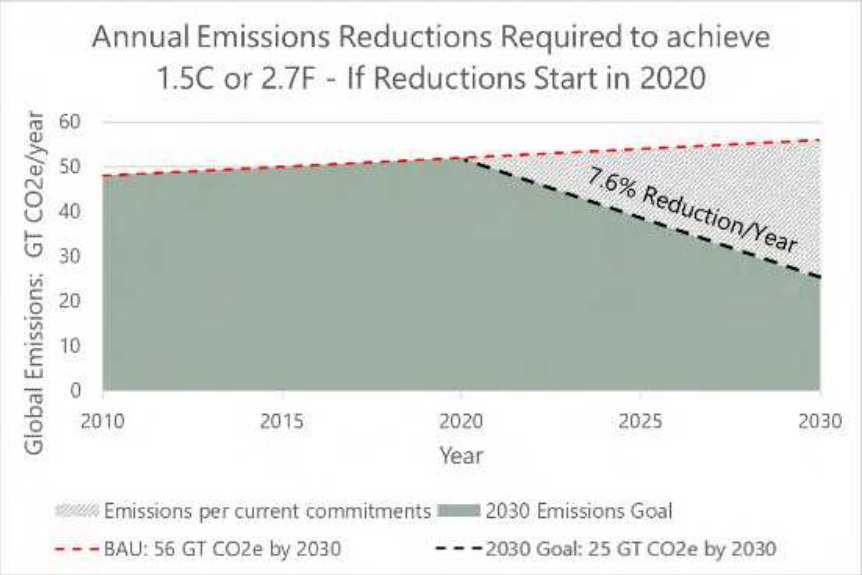
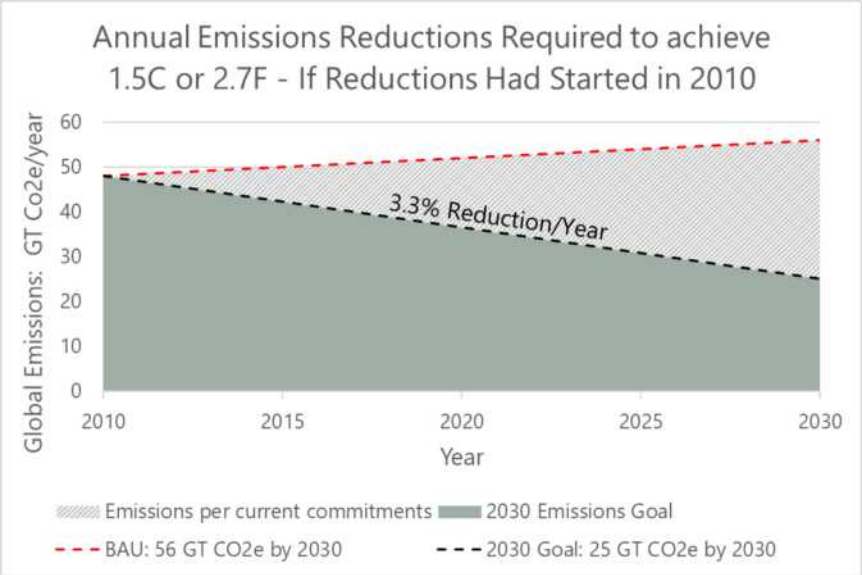
[1] Full Cost Accounting of the 2010 Schultz Fire: http://openknowledge.nau.edu/1282/1/Combrink_EtAl_2013_ERIWhitePaper_SchultzFullCostAccounting.pdf
[2] The Cost of Inaction: Flagstaff Watershed Protection Project Cost Avoidance Study: https://arizonastatelawjournal.org/wp-content/uploads/2016/04/Fox_Final.pdf
[3] https://www.unep.org/interactive/emissions-gap-report/2019/
[4] https://energyinnovation.org/wp-content/uploads/2021/01/Cost_of_Delay.pdf





Figures 4 and 5: Depictions of the worldwide greenhouse gas reductions needed to achieve 1.5C (2.7F). Graphs reproduced from 2019 UN Gap Report Interactive Dashboard

car owner money until their engine seizes. Likewise, avoiding investments in climate action only gives the appearance of saving money until it clearly, irreversibly, and perhaps quite suddenly, doesn't. While there is a high level of uncertainty about what the exact cost of the required level of climate action will be on a global scale, there is a high level of agreement that **the risks and cost of inaction will be far greater**.[5] This consensus on the cost of inaction comes despite the fact that there are many externalities that economic models often struggle to measure (See the Social Cost of Carbon section on page 44). The City's Climate Emergency Declaration recognizes that the time to invest in our future is now.

[5] https://policyintegrity.org/files/publications/Economic_Consensus_on_Climate.pdf

6. CARBON NEUTRALITY IS SUPPORTED BY MARKET LEADERS

The market is moving towards climate action. Private companies and institutions across the world are acting based on scientific data to protect their investments and ensure their own financial health into the future. Climate action can represent a financial opportunity – from electric cars to solar systems, new companies have already made a global impact and large profits from providing climate solutions.

Market conditions are changing quickly, and the cost of climate action is falling as investment ramps up. Solar panel technology represents a telling example. Investments and advancements have caused the price of solar to fall 82% from 2010 to 2018.[6] Just ten years ago, we could not have anticipated that solar would now be the least expensive form of energy in history, according to the International Energy Agency.[7]

Technology is rapidly advancing in electric vehicles, home electrification, and carbon dioxide removal, too. The market will assist in climate action in these areas, bringing down the cost of beneficial technologies that make climate-friendly investments the obvious choice, simply on short term return on investment scenarios.

These market trends have three central implications for this Plan:

- Advances in technology will continue to bring down costs for climate action, resulting in savings for governments, businesses, and residents.
- Developing cost estimates for strong climate action has significant uncertainty, due to the rapidly changing market conditions. Action may not be as expensive as it looks today, and it will certainly be less expensive than inaction.
- This Plan must be flexible to adapt to the changing market conditions and take advantage of new technology.

The global move towards climate action in the private sector will create opportunities for the City of Flagstaff and its residents. The City of Flagstaff will be ready to partner with local, regional and national businesses in taking climate action.

[6] https://www.pv-magazine.com/2018/01/13/8th-irena-assembly-report-finds-utility-scale-solar-lcoe-falls-73-since-2010/

[7] https://webstore.iea.org/world-energy-outlook-2020

Flagstaff will…

- **Be a leader**
- **Embrace the Big Shift**
- **Balance community tensions and create opportunities**
- **Center equity and adaptation**

7. FLAGSTAFF WILL BE A LEADER

Although climate change is one of the more important challenges the world has ever faced, the international community has not taken necessary action. Due to inaction, climate change will cause coastline loss, crop failure, mass migration, and famine. The consequences for the world's poor are dire.

Leadership is needed both worldwide and in Flagstaff. Flagstaff is a part of the global community of cities and so Flagstaff's actions, along with the actions of every other city, contribute to the global fight against climate change.

Flagstaff will see both negative impacts and opportunity from climate change – the coming climate changes and related impacts to our community are outlined starting on Page 154. We must make the investments needed to avoid the worst scenarios of global temperature rise, while preparing for a future in a changing climate.

Leadership in climate action will require courage, bold action, and investment to ensure a safe future. Leaders are needed throughout the Flagstaff community: we need leaders in the business sector, within regional public agencies, among developers, throughout our neighborhood organizations, and in our schools.

In 2021, examples of leadership could be found both near and far:

- In April 2021, **the federal government** established a goal to reduce greenhouse gas emissions from 2005 levels by 50% to 52% by 2030 – a goal that is strongly aligned with this Plan's mitigation goal. This goal reflects the need for urgent action and the benefits of acting on climate. It also provides significant opportunity for local governments who are ready to partner with the federal government to develop programs with local benefits.
- **Businesses** are reading the same reports, coming to the same conclusions, urging governments to set align their targets with the urgency that is needed this decade, and committing to climate action and investment themselves.
- The **We Mean Business coalition**, comprised of over 1,776 companies that "recognize the transition to a zero-carbon economy is the only way to secure sustainable economic growth and prosperity for all," sent an open letter to the Biden administration supporting the 50 to 52% reduction by 2030 goals, calling the target "ambitious and attainable."
- Over 1,300 businesses and investors joined 165 local and tribal governments, including Flagstaff, as part of the **America is All In** campaign to support the same national targets.

- **Arizona Public Service (APS)**, which is Flagstaff's electric utility company, has committed to transitioning to a 100% carbon-free electric grid by 2050. Salt River Project (SRP) recently committed to doubling its renewable electricity capacity by 2050, driven by demand from business customers.
- **Arizona Forward** has membership from over 150 public and private organizations across the state that recognize the need to "address the increasingly harmful climate impacts and shape Arizona's long-term future… This is why we focus on brining local businesses and municipalities together to work toward actionable solutions – because inaction is not an option."
- Over 545 companies have become signatories to the **Business Ambition for 1.5C** commitment.
- Numerous companies from all sectors of business are recognizing the need for innovation and investment in solutions this decade, to bring down the costs and bring up the volume of necessary strategies that are not yet mature. Many companies - from Stripe to Microsoft to Shopify and others - are **voluntarily putting their assets to work** to accelerate the development of these necessary technologies and approaches.
- Cities across the world are moving forward. **Tucson** recently declared a climate emergency and set a goal of carbon neutrality by 2030. **Phoenix** has a carbon neutrality goal of 2050. Over 80 U.S. cities have committed to 100% renewable energy, from Moab, Utah and Orlando, FL to St. Louis, MO, and Fayetteville, AR to Denver, CO and Norman, OK.

Flagstaff is well-positioned to lead in Arizona.

Flagstaff is on the forefront of climate action in Arizona. This leadership stance will require bold action, risk, and even discomfort as we challenge the status quo and chart new paths for small cities. Flagstaff's leadership can help to move the needle, opening the way for other communities to make strong commitments and taken aggressive action.

8. FLAGSTAFF WILL EMBRACE THE BIG SHIFT

The framework of carbon neutrality establishes the 'rules of the game' for our work. Going forward, our community and our leadership will need to continuously evaluate and determine the 'gameplan.'

As we began developing this inaugural Carbon Neutrality Plan, we asked what level of emissions reductions might be possible in Flagstaff, before relying on carbon dioxide removal initiatives. This question resulted in an initial maximum reduction scenario that suggested that Flagstaff might be able to reduce local emissions by as much as 80% if we committed to ambitious, transformative change, and if favorable supporting actions and policies were quickly implemented at the utility, State and Federal levels.

Many of the actions in this initial maximum reduction scenario might be framed as being 'technological substitutions' or 'behind the scenes' actions that are critical but not especially noticeable in terms of how they might impact someone's daily life. For example, when someone turns on the faucet and feels warm water, they cannot tell whether that water is heated by a fossil fuel like natural gas or by a clean energy source like renewable electricity. Likewise, an electric car is still a car, and the way that car functions on a

daily basis is not very different whether it is an electric vehicle (EV) or a car fueled with gasoline. These technological solutions don't cause much disruption to daily life in Flagstaff.

Other actions and outcomes in the initial maximum reduction scenario would be more noticeable, disruptive, and ultimately transformative. This sense of disruption can be especially heightened if thinking about the outcome taking effect today, overlooking the years-long transition and the supporting actions that have yet to be implemented. Many of the actions and outcomes related to the key strategy of decreasing dependence on cars are likely to be some of the most noticeable. Imagine being able to dramatically cut the total miles driven in Flagstaff while people are still able to socialize, shop, and otherwise meet all daily needs. This outcome can only be realized if we fundamentally shift our approach to neighborhood design and transportation. We would build our transportation corridors with various forms of micro-mobility as primary goal, rather than supporting the continued growth of automobile travel. We would build our neighborhoods so they are more connected and complete; people wouldn't have to travel across town as often because they can get most of what they need nearby. This would require increasing the housing options, density, and businesses or services available in and around our neighborhoods. These 'noticeable' actions that maximize local emissions reductions by changing aspects of our community design and transportation systems are what we call the "Big Shift."

This Plan involves elements of both technological substitution as well as the "Big Shift." While the initial maximum reduction scenario was deemed to be infeasible due to various constraints, this Plan envisions a 44% reduction in emissions before carbon dioxide removal. This Plan includes the goal of maintaining the same level of vehicle miles traveled (VMT) that Flagstaff drivers traveled in 2019. Historically, VMT has steadily increased over time, and given that the Flagstaff's population is expected to continue growing, flattening this metric over the next 9 years will be large undertaking that will require a new approach – The "Big Shift." **For more information on VMT and detailed actions required to make the Big Shift**, see the Decreased Dependence on Cars target area on page 57.

9. FLAGSTAFF WILL BALANCE COMMUNITY TENSIONS AND CREATE OPPORTUNITIES

Flagstaff, like other communities, faces a multitude of community challenges and competing priorities. While there are strong benefits to carbon neutrality, there are also areas where climate action goals may seem to conflict with other community priorities. To achieve carbon neutrality and create a stronger community, Flagstaff must acknowledge the tensions between issues and seek to find common ground and mutual benefit. Tensions can arise between seemingly innocuous issues – as the City searches for the best fit for lighting that achieves both dark sky preservation and energy efficiency, or as residents grapple with the need for more housing and less driving or changes to how our community looks.

The tensions between climate goals and other community priorities must be met with open dialogue, innovative thinking, and good faith that we can find creative solutions that help Flagstaff move forward a vision for a healthier, more inclusive community.

Flagstaff's housing crisis is one example of the complexity of community challenges. Affordable and additional housing in Flagstaff has been a documented need for more than 50 years and has reached a crisis level in recent years. In December 2020, the City Council declared a Housing Emergency, and set in

motion the need to make housing a leading priority for the City organization and Flagstaff community, similar to carbon neutrality. Balancing these priorities is achievable, when approached holistically.[8] In response to the Declaration of a Housing Emergency, the City developed the Flagstaff 10-year Housing Plan. See page 69 for extended information on that plan.

Diving deeper into this discussion, is building electrification. Building electrification is gaining attention as one of the most affordable and effective tools to reduce greenhouse gas emissions from homes and buildings. While electrification has promising benefits for residents, it must be pursued equitably. It will require intentional policymaking and a planned transition for Flagstaff residents to gain access to the major benefits of electrification, including cleaner air, healthier homes, good jobs and empowered workers, and greater access to affordable clean energy and energy efficiency to reduce monthly energy bills.

- Building electrification means eliminating use of fossil fuels for functions like heating and cooking and replacing gas appliances with alternatives that use electricity. In Flagstaff, 50 percent of our greenhouse gas emissions come from the buildings we live and work in. As our electric grid gets steadily cleaner, building electrification can play a big role in fighting climate change.
- Electrifying our homes also has major health benefits. Burning gas releases nitrogen oxides and particulates, which can have serious health consequences.

Building electrification must focus first and primarily on the goal of improving the health and resilience of the people rather than the goal of decarbonizing our building stock. To do so, programs that promote electrification must integrate with energy and non-energy programs alike. An equitable transition will meet people where they are. Instead of adding one more problem for families to solve, an equitable transition will position electrification as a solution to existing household difficulties —one that lowers bills, improves health, and makes homes more comfortable.

Renters Have Limited Control – In 2021, 55 percent of Flagstaff residents were renters. Even if they do not bear the direct cost of electrification, low-income renters, especially low-income renters, nevertheless face barriers to electrification because they lack the property rights to make the decisions required to electrify their homes, such as switching out water heaters, stoves, or other appliances and upgrading the building's electrical lines and panels. Even if these residents wish to live in healthier, cleaner homes, the decision to electrify their building is out of their control and is up to the property owner.

Owners Have Few Incentives to Invest When Renters Pay the Utility Bill - Improvements to energy use, like solar, energy efficiency, and building electrification, primarily produce benefits for the person paying the bills even though the cost of improvement falls to the owner. This creates a split incentive which requires countervailing incentives to correct. This effect is exacerbated by Flagstaff's ongoing housing crisis, in which the demand for housing outstrips the supply, giving landlords little incentive to make clean energy investments. Renters rightly fear that an upgrade could cause their landlords to increase their rent, or convert the property to a short-term rental that could be more lucrative for the property owner. Currently, no regulatory or statutory protections ensure that Flagstaff renters who live in building that receive energy

[8] https://greenlining.org/wp-content/uploads/2019/10/Greenlining_EquitableElectrification_Report_2019_WEB.pdf

upgrades can remain in their homes with no increased rents after the upgrades are performed, or require that rent for upgraded properties remain at a price affordable to low-income residents.

Electrification will be the most effective with a whole-systems building approach, prioritizing energy efficiency, electrification then on-site renewable energy systems.

There are no quick fixes, addressing our housing and climate emergencies require on-going collaboration, hard conversation, and collective action. See pages 117, 129, 138, and 146 for extended and topical discussions of these tensions.

10. FLAGSTAFF WILL CENTER EQUITY AND ADAPTATION

Equity and adaptation are two of the three core goals of this Plan. The importance of these principles was established in the 2018 Flagstaff Climate Action and Adaptation Plan, and their importance is maintained in our Carbon Neutrality work.

Adaptation and resilience

Adaptation refers to actions that increase the ability to withstand, respond to, or cope with climate change impacts.

As we work to reduce greenhouse gas emissions, Flagstaff must continue to prepare for climate change. Adaptation, or adapting to the changing climate and preparing for its impacts, is critical for any forward-looking organization. While we work to avoid the severe temperature changes that will cause irreversible damage to our ecosystem, we must accept that climate changes are already occurring and will continue to occur. Global action must be taken to reduce the amount the climate changes and lessen the catastrophic consequences. At this point change cannot be avoided.

For local governments, adaptation must be part of its emergency planning and hazard mitigation, its economic development forecasting, and its housing and land use planning.

For every mitigation action we take to reduce greenhouse gas emissions, the City and its partners must consider the adaptation impacts and opportunities. The City must not take actions that result in a reduced ability to adapt in the future or make it more difficult to thrive among the temperature and aridity changes that Flagstaff will see.

Adaptation is achieved by building **resilience** – strengthening community systems to create stronger networks, more connected community members, and flexible systems that are prepared for change. **This Plan will work to advance community resilience by analyzing all actions through** an adaptation lens, to ensure that the action is helping to increase resilience and will help residents thrive amidst future changes.

Specific strategies to advance adaptation are discussed in seven resilience-focused target areas:

- **Community Resilience** – page 50
- **Housing for All** – page 69
- **Inclusive Recreation** – page 76
- **Water Security** – page 111
- **Healthy Forests and Open Spaces** – page 119
- **Health and Safety** – page 130
- **Economic Prosperity** – page 139

Community Equity

The City of Flagstaff seeks to serve community members equitably through all of its work in the Flagstaff community, from ensuring children from low-income families can access recreational programming to filling gaps in the sidewalk network to serve more residents. Because climate change will cause such disproportionate impacts to underserved community members, it is even more important to act equitably.

Equity is defined as the just distribution of the benefits of climate protection and alleviation of unequal burdens created by climate change.

Climate change affects people differently. While all populations are at risk of being impacted by climate change, certain groups are more impacted than others. Factors that influence climate vulnerability include:

- Age
- Education level
- Gender and sexual orientation
- Health, ability, and disability
- Immigration Status
- Language abilities
- Level of housing security
- Neighborhood or physical location
- Race and ethnicity
- Social ties
- Socioeconomic status and income
- Technology and internet access
- Working conditions, including exposure to the elements

Inequity in our society means that some individuals are better able to respond to change or stressors than others. Currently, different groups in Flagstaff have different levels of resilience, or ability to withstand challenges like a power outage, school closure, or a medical emergency. One's financial security, housing security, social network, job flexibility, or access to internet might impact their ability to adjust to changes in circumstances. Already, low-income residents, communities of color, and Indigenous individuals disproportionately experience environmental harm and health impacts from pollution. Existing advantages

and disadvantages will be exacerbated by the stresses, hazards and long-term shifts that result from climate change.

While Flagstaff takes action to reduce emissions and prepare for climate change, it must consider disproportionately impacted communities and pre-existing inequities. Flagstaff must ensure that those most at risk are protected and avoid negative impacts that would increase inequities. Flagstaff must also ensure that the benefits of climate action are equitably distributed across all groups, and that all groups can access climate programs. The City will work to advance community equity by analyzing all actions through an equity lens.

Specific strategies to ensure equity are detailed in the Equitable Systems target area. See page 56 for more information.

Relationships among the three goals

The three overarching goals of this Plan - mitigation, adaptation, and equity - are deeply interconnected. Since the framework of carbon neutrality is specific and quantitative in nature, attention to the numeric mitigation impacts has been spotlighted. However, the focus on mitigation to satisfy the quantitative framework should not overshadow these other goals.

In many cases, actions that reduce emissions often have adaptation and equity co-benefits. This can be particularly apparent when mitigation actions serve disadvantaged communities first while also increasing individual, family, and community resilience. For example, a large-scale effort to retrofit homes of low-income residents has the following benefits:

- Reduced energy demand, leading to reduced emissions (**mitigation**),
- Increased resilience of the homes, the community, and the energy infrastructure to withstand shocks (**adaptation**), and
- Improvements in affordability for the occupants, through greater comfort and lower monthly operating expenses of the homes (**equity**).

Home retrofits offer obvious benefits for all three goals. However, some mitigation actions offer few adaptation and equity co-benefits. These actions, with minimal benefits to adaptation and equity, should be given less emphasis and fewer resources. For example, transitioning to electric vehicles (EV) is a piece of the puzzle for lower emissions from transportation. However, too strong an emphasis on supporting EV adoption by individuals can be a distraction from more impactful, equitable strategies that would be accessible to the larger community and not only those who can afford a new electric car. Rather than thinking about how to subsidize getting another car on the road, electric or not, the City's focus and resources should prioritize transforming our community with infrastructure and policy to support biking, walking, public transit, and other forms of micro-mobility. This guidance is reflected in the framing and actions within this Plan's Target Areas related to transportation: Decreased Dependence on Cars and Electric Mobility.

The goals of equity and adaptation were used to evaluate all proposed mitigation strategies; actions with a high level of co-benefits will receive greater emphasis and more resources in Plan implementation. Going forward, this Plan will be reviewed by an Equity Advisory Working Group, as will every subsequent annual update.

Climate action in Flagstaff will:

- **Produce co-benefits**
- **Rely on partnerships**
- **Prioritize incentives**
- **Iterate and adapt continuously**

11. CLIMATE ACTION IN FLAGSTAFF WILL PRODUCE CO-BENEFITS

In addition to reducing our emissions, carbon neutrality can lead to healthier air quality, more secure water resources, more accessible and affordable transportation options, and a more diverse and robust economy. A carbon neutral city is one where neighbors help neighbors, people have multiple options for getting around town, and families have access to clean air and healthy homes.

Climate action has extensive co-benefits that can improve quality of life in Flagstaff and strengthen our community. During Plan implementation, the City will prioritize actions that have multiple co-benefits, from resilience and equity to return on investment and improvements in health.

The table below describes some potential benefits of climate action:

Mitigation action	Benefits
A new FUTS path	Low-emissions ways to get to work Healthy ways to travel to the store or to see friends New opportunities for socializing and meeting neighbors
Energy efficiency retrofit in a local office building	Lower emissions from heating space and water Reduced energy costs Healthier indoor air quality
A new community garden	Lower emissions food Access to healthy and delicious food Mental, social and physical health improvement opportunities for neighborhood residents
Reduced parking requirements in a new apartment building	Less space dedicated to parking, leading to decreased stormwater impacts and increased walkability Reduced vehicle miles traveled Lower total cost of the apartment building construction, leading to lower cost of housing De-coupling of rent and parking fees, so that renters who do not need parking don't have to pay for it

12. CLIMATE ACTION IN FLAGSTAFF WILL RELY ON PARTNERSHIPS

This Plan illustrates what the City of Flagstaff will do to reach carbon neutrality. However, the City will not be able to achieve its goals without collaborating with residents, businesses, and organizations. The City will create high-quality and high-impact support for businesses and residents as we move towards carbon neutrality. Local, regional, federal, and state partnerships are necessary to move Flagstaff forward.

- The City will engage residents and partner with community organizations to change behavior and develop creative local projects, to complement work on systemic shifts and policy change.
- While this Plan's strategies focus on actions the City can take, it highlights areas where legislative change is needed, and where community engagement can lead to positive climate and resilience impacts. The City looks forward to working with the state legislature to capitalize on opportunities for action, investment and benefits for all of Arizona.
- The Federal Government will be an important partner in climate action. The U.S. Government has set a goal to reduce greenhouse gas emissions by 50% by 2030 and to achieve 100% renewable energy by 2035.[9] Due to this Plan and its carbon neutrality goal, the City will be well-positioned to take advantage of federal programming and opportunities for investment.
- Regulatory organizations will also play a key role in shifting energy sources from natural resources (e.g., coal, oil, natural gas) to renewable and more sustainable options (e.g., solar, wind, hydroelectric, electric).
- Local businesses will be perhaps the City's most important partners when transforming our systems. Climate action creates jobs, and local companies can assist with taking rapid action. Examples of projects already creating jobs in Flagstaff include home weatherization, appliance electrification, rooftop solar installations and native landscaping projects. Larger opportunities might include infrastructure improvements to prepare for increased flooding, innovations in forest products, new bike trails and pedestrian crossings, and net zero building construction.

Flagstaff's Regional Institutions are Taking Climate Action

Climate action is a team sport. In 2022, leading institutions across Flagstaff made commitments to climate action or initiated climate planning processes.

- In April 2022, **Northern Arizona University** established a commitment to achieve carbon neutrality by 2030. NAU buildings contribute to more than 10% of Flagstaff's building-sector emissions, and so NAU's efforts to reduce its emissions from campus operations and buildings will make it much easier for Flagstaff to achieve its goals.
- **Coconino County** has set an intention to develop a climate action and adaptation plan for the county.
- **Flagstaff Unified School District** will establish climate goals, a greenhouse gas emissions reduction target, and energy efficiency standards for new projects.

[9] https://www.reuters.com/business/sustainable-business/exclusive-white-house-pushing-80-clean-us-power-grid-by-2030-2021-04-26/

These climate commitments by pillars of our community will facilitate the achievement of Flagstaff's climate goals. Because of this leadership by our regional institutions, the City of Flagstaff will be able to focus funding and efforts on harder-to-decarbonize sectors like home retrofits, business support, and transportation.

The City of Flagstaff is working closely with these institutions to support their emerging climate action efforts. City staff serve on our partners' climate action committees, provide technical support, and share data and best practices. The City will continue to support our partners throughout each entities' climate action evolution and will work in lock step with them to capitalize on efficiencies, integrate efforts and encourage further community-wide climate leadership.

Climate Action Among Flagstaff Businesses

Economic health is an important aspect of climate action, and so collaboration with local businesses will be vital in implementing this Plan. City staff will provide support to businesses in decreasing their greenhouse gas emissions and adapting to expected climate changes, as well as creating a Business and Climate Working Group to improve communication between local businesses and the Sustainability Section, to ensure that the Section is appropriately providing support for local businesses.

Businesses across Flagstaff are taking climate action, and seeing results both in operational savings, community support and revenue. A few examples:

- Flagstaff is home to operations and retail locations of several national corporations that have goals to significantly reduce greenhouse gas emissions. Purina has corporate goals to achieve net-zero greenhouse gas emissions by 2050. REI and Walmart are part of the We Mean Business coalition working to reach net zero emissions by 2050, referenced on page 34.
- Rooftop Solar and Prometheus Solar, local Flagstaff companies, were selected by the Northern Arizona Solar Co-op to install solar for more than 80 households across Flagstaff, Sedona, and Coconino County. In partnership with the City, the Northern Arizona Coop was organized through Solar United Neighbors, a non-profit organization that seeks to increase the access and affordability of solar energy.
- Hotels across Flagstaff are taking climate action. The Flagstaff Drury Inn & Suites is the first LEED-certified hotel in Arizona. The DoubleTree by Hilton Flagstaff has already seen significant energy, water and waste savings from its environmental initiatives; Hilton , the global hospitality company, has committed to cutting its environmental impact in half by 2030, including a 60% reduction in emissions by 2030.
- W.L. Gore & Associates, a large Flagstaff employer, has set a corporate goal to reduce their greenhouse gas (GHG) emissions from manufacturing sites and offices by 60% 2030, and work towards carbon neutrality by 2050.

These are just a few examples of the many Flagstaff businesses working to reduce their impact and create climate solutions.

The City will work to partner with local businesses to learn about barriers and opportunities, and help them to ramp up their climate action efforts. The City will encourage businesses, institutions and even individual households to set their own carbon neutrality goals and create plans for how to get to net zero GHG

emissions. The City can lend support, share resources, create connections to help share lessons learned opportunities, and highlight success stories. A carbon neutral Flagstaff will be a community effort, buoyed by the efforts of residents, businesses and organizations all working on their own carbon neutral journeys.

13. CLIMATE ACTION IN FLAGSTAFF WILL PRIORITIZE EDUCATION AND INCENTIVES

The City of Flagstaff will not be able to reach carbon neutrality alone – as discussed elsewhere in this document, many actors are needed to reach our climate goals. The City will seek to encourage behavior change like it works to shape behaviors in many different areas, from water conservation to courteous driving to recycling and shoveling snow off sidewalks. The City supports community oriented behavior through multiple approaches – from, encouragement campaigns on social media, educational events, to incentives and mandated codes.

The City will fist provide educational resources, incentives, and behavior change programs to encourage community members to take climate action. In some instances, it may make sense to set minimum standards that provide wide community benefits, through City codes or ordinances. The City's pursuit of carbon neutrality will use education and incentives as a first step towards behavior change whenever possible.

Residential energy use provides an instructive example. Currently, the City works to reduce emissions and expenses from residential energy use through a multi-pronged approach:

- Encouragement via social media and public events.
- Education through tips and resources on the City's energy web site.
- Support through the free Home Energy Efficiency workshop series, which is offered both live and at-your own pace, and in both English and Spanish, and provides attendees with a free bag of supplies to make small changes in their own homes.
- Incentives for energy efficient appliance upgrades via the Home Energy Retrofit Rebate Program.
- Minimum energy efficiency standards through building codes for new buildings.

The City will use this multi-pronged model to develop programs that help residents and businesses reduce their emissions, relying first on education, engagement, and incentives to facilitate action and behavior change. When larger scale changes are needed that provide significant benefits to health, safety and welfare and build a stronger Flagstaff, the City will look to code changes and ordinances.

14. CLIMATE ACTION IN FLAGSTAFF WILL ITERATE AND ADAPT CONTINUOUSLY

The climate emergency is an evolving state, with the possibility for new challenges and opportunities. The pace of change is accelerating, and technologies are rapidly advancing. The coming years will see improved batteries and new approaches to carbon sequestration. Changes in federal and state policies can be expected, as well as shifts in markets and significant cost reductions. Conditions on the ground are changing as well: Flagstaff's monsoons are more variable, wildfire patterns are shifting, and our community is adjusting as housing, employment opportunities and tourism evolve.

Accordingly, the Carbon Neutrality Plan must be a **living document** – grounded in core principles but flexible in its approach. To reflect changing conditions and an expanding knowledge base, the Plan is a framework for action, not a detailed list of exact actions that the City of Flagstaff will take. This framework provides the broad strategies the City will undertake to achieve carbon neutrality: the strategies of decreasing dependence on cars and using clean electricity, for instance, illustrate the general direction that Flagstaff must go.

Achieving the target of climate stabilization has often been compared to the Moonshot target of the 1960s, though with considerably higher stakes. Similar to this effort, there was less than a decade to act and when President Kennedy declared in 1962 that "we choose to go to the moon this decade and do the other things…" Similar to this effort, when Kennedy made his speech it was acknowledged that "To be sure, we are behind, and will be behind for some time in manned flight. But we do not intend to stay behind, and in this decade, we shall make up and move ahead." Nobody at the time could say *exactly* how the goal would be achieved – it was known that we would need to learn things that were at the time unknown, that a preliminary plan would be developed but that the plan would need to constantly evolve. And while it may not have been known *exactly* how we would get there, setting and committing to the goal spurred the action, innovation and investment that was necessary to make it happen.

How will this living document work?

- The City will continuously work with the community during Plan implementation. There will be a continuous loop for feedback, development, refinement, and adjustment. City staff will regularly communicate with the City Council, the Flagstaff community, and local organizations to provide updates on our work and solicit feedback.
- This Plan will be available in an online format for easy review of its strategies and actions.
- This Plan will be updated on an annual basis to allow for shifts in tactics, capitalizing on new technologies, opportunities and creative partnerships to meet the City's goals. This annual process will provide for increased transparency so the public is informed of how the City's actions are evolving and can provide feedback to influence the City's work. Note: This document was updated in December 2022, as part of the inaugural revision process.

Carbon neutrality is a goal that will involve creativity, learning, and leadership, in addition to continual adjustment to adapt to new obstacles and opportunities. The City will keep the community involved in this iterative process, through regular communications, community conversations to assess priorities and address tensions, and annual reporting.

III. IMPLEMENTATION

IN THIS CHAPTER:

1. Flagstaff's mobilization will be guided by the Climate Emergency Declaration
2. Priority action steps: years one through three
3. City of flagstaff actions needed
4. Advancing state policy
5. Community actions
6. Community engagement and education
7. Accountability
8. Funding

FLAGSTAFF'S MOBILIZATION IS GUIDED BY THE CLIMATE EMERGENCY DECLARATION

The Climate Emergency Declaration outlines the following priorities for the mobilization of resources. These priorities will guide the implementation of this Plan.

The City of Flagstaff will:

- Dramatically increase its **ambition** to combat climate change through **bold action.**
- Ensure this mobilization effort is City-wide, spanning all sectors of the Flagstaff **economy and community.**
- **Prioritize appropriate funding** for the implementation of climate goals and action.
- **Engage and educate** our residents about the current climate emergency and inspiring action, **especially Flagstaff's youth**.
- **Strive for full community participation and leadership** by residents of Flagstaff, community organizations and other allies.
- Keep the concerns of **vulnerable and historically underserved communities** central to all climate emergency mobilization efforts and facilitate their active participation in this work.
- Develop and reinforce **respectful collaborations** with surrounding Tribal nations, traditional agricultural communities, regional governments, the State of Arizona, and the U.S. Government.
- Prioritize adaptation and mitigation **in all City decision-making processes**.
- Prioritize the creation of **high-quality, good-paying jobs** with comprehensive benefits for those who will be impacted by this transition.

PRIORITY ACTION STEPS: YEARS ONE THROUGH THREE

Below are initial action steps to implement this Plan.

Items that are bolded have received funding. Items with an asterisk (*) are items that have been applied for funding. The implementation of other actions will depend on funding and policy decisions in the next year.

Target Area	Initial action steps
Community Resilience	Expand the Flagstaff HEPA Purifier Program
	Expand the Resilient Neighborhoods Network
	Incorporate of adaptation elements into the CNP
	Support community-led resilience project through the Neighborhood Sustainability Microgrant Program
Equitable Systems	Launch a wood stove rebate program*
	Launch youth Advisory Committee
	Launch Equity Advisory Committee
	City leadership racial equity trainings
Decreased Dependence on Cars	**Adopt and implement the Active Transportation Master Plan**
	Launch the protected bike lane pilot
	Improve City of Flagstaff codes and regulations to allow for more infill housing and greater density
	Analyze and update City of Flagstaff street engineering standards to consider how street design affects travel choices and contribute to greenhouse gas (GHG) emissions
	Analyze and update the City of Flagstaff traffic impact analysis process to incorporate consideration of GHG emissions and transportation demand management analysis
	Policy changes to remove barriers and incentivize accessory dwelling units (ADUs)
	Analyze and reduce or remove parking requirements
	Adopt and implement the 2021-2031 Flagstaff Housing Plan
	Adopt an air quality protection ordinance for idling and loading zones
Electric Mobility	Facilitate an E-bike collective purchasing cooperative
	Launch new micro-mobility share program
	Provide 14 new EV charging stations at City of Flagstaff facilities
	Adopt a City of Flagstaff electric vehicle procurement policy
	Complete an audit of City of Flagstaff policies

Clean Electricity	**Facilitate a solar panel purchasing co-op for businesses and residents**
	Install solar and battery back-up power microgrids for Flagstaff fire stations*
	Develop and install a solar project at Red Gap Ranch
Fuel switching	Develop a building electrification information hub website
	Provide electrification incentives for homes and businesses
	Highlight businesses and residents successfully electrifying buildings
Reduced Building Energy Use	Launch a residential energy efficiency retrofit incentives*
	Refine and expand the residential energy rebate program
	Provide small business energy efficiency building retrofit incentives
	Launch a Building Code Advisory Group
	Complete an energy audit of City of Flagstaff buildings
	Implement energy retrofits and conservation projects identified by the energy audit
	Update the Sustainable Building Resolution for City of Flagstaff buildings
	Implement a City of Flagstaff electricity rate optimization program
Sustainable Consumption	**Launch the pay as you throw recycling and trash collection pilot**
	Launch Community compost drop-off pilot
	Expand the Neighborhood Sustainability Grant program
	Transition the Materials Recovery Facility (MRF) to a transfer station
Carbon Dioxide Removal	Carbon dioxide removal feasibility analysis
	Develop or support a pilot carbon dioxide removal project in Northern Arizona
Partnerships	Launch a Business Sector Advisory Committee
	Finalize the new NAU Climate Action Plan
	Design and deliver business support tools to assist with advancing climate action
	Recognize local businesses showing climate leadership
Internal City of Flagstaff actions	Develop and encourage a City of Flagstaff Remote Work Policy
	Develop a long-term investment plan for carbon neutrality goals and avoided cost for City Council consideration
	Consider developing a climate bond for voter approval

CITY OF FLAGSTAFF ACTION NEEDED

Flagstaff City Council

The success of this Plan is contingent on the Flagstaff City Council continuing to demonstrate leadership on climate action. Plan implementation also relies on continued public support for climate action.

The Flagstaff City Council will have oversight responsibility for this Plan. They will receive annual updates on Plan progress and make policy decisions, budgetary appropriations, and workplan approvals that will facilitate implementation.

Actions specific to the Flagstaff City Council include:

- Identify goals for the upcoming City Council term that will support Plan implementation.
- Identify City Council budget priorities to support Plan implementation.
- Identify state and federal legislative priorities that support the goals of the Plan and enable implementation of Plan strategies and actions.
- Create policies that reflect the ambition, urgency and need for transformative change required by Flagstaff's Climate Emergency Declaration and its carbon neutrality goal.
- Provide leadership in community conversations around the tensions among competing priorities. See the discussion of balancing tensions on Page 27.

City Leadership

For a city to achieve carbon neutrality, it is critical that every part of the municipal organization is involved in implementation. Leaders at the City of Flagstaff—from the City Manager's Office to division directors and individual supervisors—must proactively consider climate action when conducting City operations.

The City Manager's Office will actively support the Council's climate commitment by requiring the involvement of all City divisions in Plan implementation. Opportunities to incorporate climate action into internal decision-making processes include:

- The budget process
- Procurement decisions
- Division strategic planning
- Facility management

ADVANCING STATE POLICY

The Biden administration has committed to a historically ambitious climate agenda. This will likely result in a profound shift in U.S. federal climate policy, exemplified by the Inflation Reduction Act passed in 2022 – the single largest investment in climate action in U.S. This shift is critical, as it is not possible to address the climate challenge without federal leadership, and time is running out to avert catastrophic levels of global warming.

At the same time, state-level climate action will remain essential. History has shown that even an engaged U.S. federal government faces obstacles to progressive regulatory and legislative action. In the face of federal gridlock and inaction, state and local governments have played a crucial role in advancing climate action, reducing greenhouse gas emissions, and supporting the continued maturation of key low-carbon technologies.

Greater collaboration across Arizona is needed in order to advance local and federal climate commitments. The City will continue its work with Arizona cities and tribes to develop state-wide climate policies that ensure equitable access to resources, clean energy, climate related quality jobs, healthier air quality, more secure water resources, affordable transportation options, and a more diverse and robust economy.

COMMUNITY ACTION, ENGAGEMENT AND EDUCATION

Community organizing, leadership, activism and enthusiasm led to the Climate Emergency Declaration. Sustained community energy and action will be needed to achieve carbon neutrality in an equitable manner to build a stronger Flagstaff.

This Plan outlines actions that the City of Flagstaff will take to reach carbon neutrality. However, carbon neutrality will require transformational change across our community, and City actions alone will not be sufficient. Action by residents across the community will also be needed. To reach more people, the City will encourage and provide resources for those who are working in their own businesses, schools, and neighborhoods to take climate action as our community works to reach carbon neutrality. The City of Flagstaff will work with many different parties to encourage, support, and activate all segments of the Flagstaff community to take individual, daily actions that contribute to the goals of reducing community greenhouse gas (GHG) emissions, and increasing community resilience and equity.

The City will work with community partners to build capacity and encourage climate action in the community on a daily basis, through social media platforms, events, community conversations, volunteer opportunities, and training. Distinctive opportunities for action include:

- **Highlights of Climate Leaders**: The City will raise up local businesses, schools, and organizations that are taking climate action and developing their own plans to reach carbon neutrality. The City will support those who want to take climate action by providing resources and areas of action.

- **Ideas for Action**: The City will provide information to residents on the best ways to get involved in carbon neutrality. The City will provide extensive information on actions such as: electrifying home appliances, taking trips without personal vehicles, completing energy efficiency retrofits, and decreasing the amount of trash sent to the landfill.
- **Climate Education**: The City will continue designing and providing climate change curriculum for teachers to encourage youth participation in climate action. Additionally, the City will continue to provide and enhance climate-oriented educational programs, building off of the existing Home Energy Efficiency 1010 workshop, the Flagstaff Climate Ambassadors training, and the Sustainability Leaders program.

ACCOUNTABILITY

Accountability will be ensured through consistent and transparent reporting to the community and the Sustainability Commission, which will monitor implementation progress.

A living document

This section presents a structure for ongoing monitoring, evaluation and reporting on Plan progress. Investing in data collection and consistent reporting increases transparency and is a key aspect of implementation. City staff will regularly track and report on Plan indicators, greenhouse gas emissions and notable progress on implementing strategies.

Reporting

The City of Flagstaff has been annually monitoring and reporting both municipal and community greenhouse gas emissions since 2008. These inventories provide insight into Flagstaff's progress and trends in emissions. The City will continue to update the municipal and community greenhouse gas inventories on an annual basis.

Regular reporting will ensure transparency and continued progress. City staff will measure progress on key performance indicators and report to the community regularly. On an annual basis, the City Manager will request that City staff produce a Plan progress report that includes:

- Progress of each Plan strategy.
- Key performance indicator updates, including an annual greenhouse gas inventory.

Evaluation

The Flagstaff City Council and the Sustainability Commission will evaluate the progress of Plan implementation on an annual basis through review of the annual Carbon Neutrality Plan progress report. Informal progress reports will be provided by City Staff at regular Sustainability Commission meetings.

The Social Cost of Carbon

As discussed within the Climate Change in Flagstaff section (page 154), the recent acceleration of climate change is largely attributed to burning fossils fuels and the subsequent release of greenhouse gases into Earth's atmosphere. Climate change poses severe adverse long-term consequences for all sectors of society, including but not limited to disruption of the food supply, higher societal expense for human health, and broad environmental degradation. The damages caused by emitting greenhouse gases are not reflected in the price of fossil fuels or the products powered by them, thus creating externalities, or impacts that are external to any accounting within the economic system.

Climate change is a market failure that burdens society with the costs associated with greenhouse gas emissions while the benefits are accrued by those burning fossils fuels, including the City of Flagstaff. In order to address and correct this market failure, the social cost of carbon (SCC) can be utilized by the City. The social cost of carbon is an estimate, in dollars, of the damages that would result from emitting one additional ton of greenhouse gases into the atmosphere. The SCC puts the effects of climate change into economic terms to help policymakers and other decision-makers understand the economic impacts of decisions that would increase or decrease emissions. Emissions-related damages are expected to occur many decades into the future. However, those damages must be represented using present-day dollar values. The SCC therefore represents the present value of future harm, and the estimated dollar value must be discounted through a specific discount rate.

The City of Flagstaff can incorporate the SCC into its practices to better account for environmental and social concerns when making financial decisions. The prevailing trend for cities and states that move to consider and account for their greenhouse gas emissions is to incorporate a proxy carbon price into their decision making. A proxy carbon price includes the SCC as a hypothetical cost within large, highly-carbon intensive financial decisions. This shadow price will help the City identify and prioritize low carbon production methods, which ideally will become more cost-effective over time. If greenhouse gas emissions were priced to reflect their total cost to society, economic efficiency could be reached through the profit-maximizing behaviors of emitters and consumers. The proxy carbon price would also help the City of Flagstaff ensure that long-lived projects and procurements would become increasingly "future-proof" when it comes to potential future carbon legislation. By considering the social cost of carbon through a proxy carbon price, the City can future-proof their investments against future carbon prices, save money across the lifecycle, avoid locking in long-term emissions, alleviate the burdens of greenhouse gases placed unfairly onto society, and send a clear signal that the City takes efficiency and GHG emissions seriously.

FUNDING

Financial investments are necessary for Flagstaff to reach carbon neutrality. Investing in climate action throughout Flagstaff has many benefits, financial and otherwise. The benefits of adaptation include the costs we avoid by reducing or averting the negative local impacts of climate change, while mitigation helps us avoid damage from larger changes in the climate. Climate action can also be used to strengthen local businesses, support disproportionately impacted community members, and improve quality of life.

Funding for the implementation of Plan strategies will need to come from within the City budget, agency grants, and new revenue sources. Some actions in the Plan require capital investment in City infrastructure. Others will require increases in annual operating budgets. Some actions are potential candidates for state, federal, or foundation funding.

Funding options include:

- Increases to existing City fees on certain activities, such as increasing the Environmental Management Fee.
- A new sales tax that would have to be approved by voters, similar to how Cities pay for road projects, municipal buildings, and other large city investments.
- Bonds, a mechanism for the City to pay for large infrastructure projects.
- Grants and incentives from the federal government.
- Funding from community partners, private organizations or foundations.
- Allocation of City resources to climate-focused initiatives.
- Establishment of a local emissions reduction fund, to allow individual donations to fund emissions-reducing projects.

Community investment needed

To achieve the goals of this Plan – and to secure a safe climate for future generations – the Flagstaff region will need to invest in the future of our community.

The City of Flagstaff worked with national experts in climate financing to develop this investment estimate. The financial analysis quantified funding needs and considered the following aspects for each of this Plan's major emissions reduction initiatives:

- Metric Tons
- Carbon Dioxide Equivalent (MTCO2e)
- Investment required
- Cost per MTCO2e
- Revenue expected
- Net investment
- Net investment per MTCO2e

Investments to achieve carbon neutrality	
Projected **investment** to reduce 857,039 metric tons of carbon dioxide emissions (MTCO2e)	$ 600,000,000
Projected **community benefits**	$ 622,000,000
Net community benefit	$ 22,000,000

Key considerations for this projection:

Community investment

- The investment in carbon neutrality will be supported by many actors; financial resources may come from the federal government, the City of Flagstaff, or private funding sources. Multiple funding streams will be involved in incentivizing climate action across the community**.** While this $600M figure represents an initial estimate of the cost to the City of Flagstaff, it does not presume the sources of funding (i.e. federal funds from the 2022 Inflation Reduction Act). Furthermore, this cost could decrease due to third party programs that provide resources directly to residents and businesses, or other programs that support climate action without City involvement.
- This initial estimate is likely to change as the federal and state policy landscapes change, as technologies and financing strategies advance, and as the City fine-tunes its implementation plans.
- The investment projection includes projects that achieve many other community priorities:
  - Infrastructure defined in the Active Transportation Master Plan - $200 million
  - Landfill gas capture - $12 million
  - Improved recycling and expanded composting - $20 million
  - City fleet electrification - $3 million
- Large projects with positive economic and jobs impacts comprise more than half of the investment:
  - Clean energy projects - $39 million
  - Electrification rebates and bulk buys - $105 million
  - Deep energy retrofit programs - $157 million
  - Carbon dioxide removal - $47 million
- This estimate is similar to the carbon neutrality investments envisioned by Flagstaff's peer cities. For example, Ann Arbor, Michigan's A2Zero Plan for Carbon Neutrality is estimated to cost $1,056,000,000 to reduce 2,188,950 MTCO2e. Ann Arbor's cost per MTCO2e is lower than Flagstaff's due to legal limitations in Arizona – for example, community choice aggregation is a cost-effective strategy that is not available in Arizona due to state legislation.

Community benefits

- The community benefit figure is made up of projected **fiscal benefits**, or direct financial savings. Fiscal benefits include the monthly savings on utility bills due to energy efficiency – a return on investment that benefits the City (for municipal buildings), a business, or a homeowner.
- The numbers do not include **indirect benefits** such as public health improvements, greenhouse gas emissions reductions, home safety, equity, resilience, and livability.

IV. THE PATH TO CARBON NEUTRALITY

To reach carbon neutrality, we will take action in 15 target areas:

Neighborhoods

- Community Resilience
- Equitable Systems
- Decreased Dependence on Cars
- Housing for All
- Inclusive Recreation

Energy

- Electric Mobility
- Clean Electricity
- Building Fuel Switching

Consumption

- Reduced Building Energy Use
- Sustainable Consumption
- Water Security

Commitments

- Healthy Forests and Open Spaces
- Health and Safety
- Economic Prosperity
- Carbon Dioxide Removal

ABOUT OUR TARGET AREAS

This Plan defines fifteen target areas of action to reach carbon neutrality. The first two target areas – **Community Resilience** and **Equitable Systems** - reflect overall goals that need to be incorporated into all actions outlined in this plan.

Six target areas focus on reducing emissions through *prevention*: **Decreased Dependence on Cars**, **Clean Electricity**, **Building Fuel Switching**, **Electric Mobility**, **Reduced Building Energy Use,** and **Sustainable Consumption.**

Six target areas focus on adapting to climate change and building community resilience: **Housing for All, Inclusive Recreation, Water Security, Healthy Forests and Open Spaces, Health and Safety, and Economic Prosperity.**

The last target area, **Carbon Dioxide Removal**, aims to balance community emissions by *extracting and storing* carbon dioxide from the atmosphere.

These target areas are deeply interconnected, with some even being required to unlock the power of others. We will examine these connections further in the sections that follow

Target Area Structure

Each of the target areas follow the same structure:

- A "Flagstaff will" statement, describing our vision for action in this area.
- What it means
- How we'll get there
- Equity and Adaptation Considerations
- Goals
- Strategies
- Opportunities for action: these provide examples of how the City may achieve this strategy and contribute to the target area's goals. These are provided as EXAMPLES only, to illustrate what actions to active this strategy would look like.
- Legislative change: these areas provide information about legislative policy changes needed at the state or Federal level to support the achievement of the target area goals.

PRIORITY ONE: WE WILL STRENGTHEN OUR NEIGHBORHOODS

- Community Resilience
- Equitable Systems
- Decreased Dependence on Cars
- Housing for All
- Inclusive Recreation

Community Resilience

Flagstaff will increase our ability to anticipate, accommodate, and positively adapt to and thrive amidst changing climate conditions or hazard events while enhancing quality of life, reliable systems, economic vitality, and conservation of resources.

WHAT IT MEANS

Resilience is a community's ability to thrive amidst change. It involves a community's anticipation of and preparation for changing conditions, whether that is short term stressors like a wildfire or severe weather, or longer-term changes like declines in forest health or shifts in the Flagstaff housing market. Resilience requires that communities analyze their vulnerabilities against expected or possible changes, and then proactively adapt to these changing conditions or hazards in a way that actually *enhances* quality of life and builds reliable systems and economic vitality, social cohesion, and resource conservation. Resilience is often grouped with a similar concept, adaptation.

Resilience is reflected in this Plan's overarching adaptation goal:

Goal 2: **Prepare the City's communities, systems, and resources to be more resilient to climate change impacts.**
This preparation will help the City and its residents to be better equipped and prepared to handle both short-term shocks (such as flooding or a wildfire) and long-term change (such as rising housing prices or reduced snowfall). A resilient community is one that can bounce *forward* after a challenge, not only recovering but improving on the status quo.

HOW WE'LL GET THERE

Building community resilience is a long-term process that requires assessment, investment, and relationships building within communities. The City will work in the following areas to build adaptive capacity:

- **A vulnerability analysis** will help the City better understand the extent to which climate changes will affect Flagstaff and different community groups. The City will build off of the vulnerability assessment and climate profile completed for the 2018 Climate Action and Adaptation Plan.
- **Resilience planning** will work across broad stakeholder groups to address the vulnerabilities identified in the vulnerability analysis. This will involve work across City divisions and existing Plans.
- **Education** about the impacts of climate change is a vital aspect of community resilience. The Climate Emergency Declaration calls for education of all Flagstaff residents as well as a focus on youth education around the impacts of climate change and the actions we can take as a community.

- **Community workshops** with residents and businesses can help community members to better understand Flagstaff's vulnerabilities and risks, and how they can help strengthen their homes, businesses, and neighborhoods.
- **Partnerships** strengthen our community cohesion and capacity for response. There are a variety of opportunities for partnership on resilience initiatives. Other City of Flagstaff departments, like the Fire Department and Water Conservation, will be important partners in building community resilience. Additionally, community organizations and neighborhood groups provide interaction between residents that helps foster the sense of community needed in building resilience.

The activities above will help Flagstaff build capacity, sense risks, respond to disruption, learn and transform – all elements of a resilience engineering approach proposed by Erik Hollnagel – see Figure 6 below. Flagstaff will undertake resilience-building as an ongoing project, continually adjusting as conditions change and our knowledge grows.

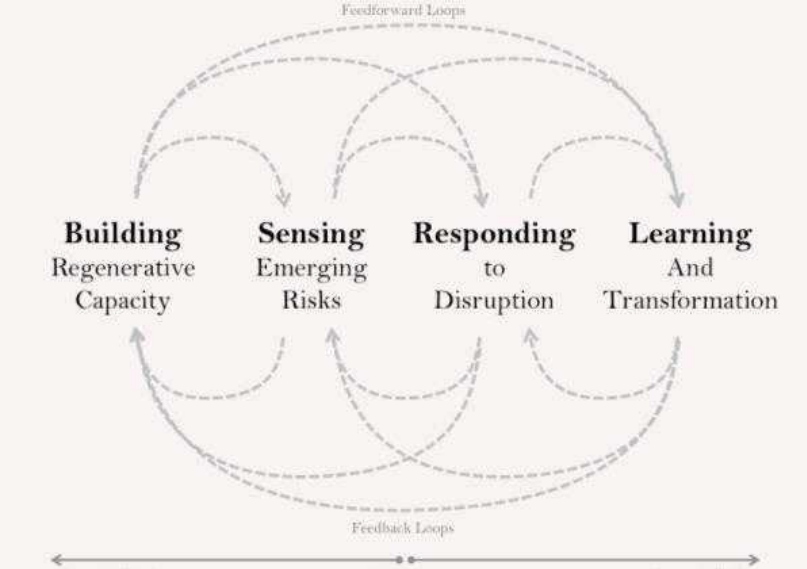


Figure 6: The feedback loops involved in resilience building. Image Credit: Erik Hollnagel

EQUITY AND ADAPTATION CONSIDERATIONS

Equity is interdependent with adaptation and resilience: an equitable community must be adaptable and resilient, in order to ensure well-being for residents through stressors and change. A resilient community must be equitable, because if some residents are disproportionately impacted or unable to thrive amongst change, the overall community suffers.

As the City works to increase resilience and prepare for change, the City must look to include residents from all groups. Disproportionately impacted communities often have less ability to adapt to sudden changes or stressors –low-income families may have little disposable income to use if evacuation is needed for wildfires, or a person whose disability prevents them from driving may have difficulty navigating the streets during severe storms. The City should analyze community vulnerabilities and how they relate to resilience and preparedness, and consider disproportionately impacted communities first for programs that improve our ability to thrive.

STRATEGIES TO ACHIEVE COMMUNITY RESILIENCE

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

Opportunities for action:

1. Analyze each climate action that the City takes through an adaptation lens, to ensure that mitigation actions do not decrease Flagstaff's ability to respond to stressors and thrive in the future.

CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Opportunities for action:

1. Host community adaptation forums to discuss expected climate change impacts and how to prepare.
2. Implement and increase involvement in the Resilient Neighborhoods Network to encourage and reward neighborhood-level resilience building.
3. Expand the Flagstaff HEPA Purifier Program to increase resilience to smoke and low air quality, especially for the most disproportionately impacted.
4. Incorporate adaptation-oriented actions from the 2018 Flagstaff Climate Action and Adaptation Plan into this Carbon Neutrality Plan.
5. Incorporate climate change adaptation principles into various other City plans, like the Flagstaff Regional Plan and the Utilities Integrated Master Plan.

Six additional target areas discuss specific ways to further community resilience:

- Housing for All – page 69
- Inclusive Recreation – page 76
- Water Security – page 111
- Healthy Forests and Open Spaces – page 119
- Health and Safety – page 130
- Economic Prosperity – page 139

Equitable Systems

Flagstaff will ensure the fair and just distribution of the benefits of climate action and strive to reduce the unequal burdens created by climate change.

WHAT IT MEANS

Equity is defined as the just distribution of the benefits of climate protection and alleviation of unequal burdens created by climate change. This plan defines disproportionately impacted communities in Flagstaff within the Approach chapter of this Plan on page 30.

Acting equitably requires identifying disproportionately impacted communities, analyzing impacts on these communities, and proactively working to protect them from negative impacts of climate change. These communities contribute the least to greenhouse gas emissions but suffer the greatest effects of climate change and its turbulent impacts. Historical and political systems play a significant role in creating this disparity and will not be easily dismantled.

Equity is an overarching principle that must be integrated into the implementation of this Plan. These principles are located in the *Our Neighborhoods* action umbrella because the necessary changes are not limited to one sector. They must be community-wide, integrated throughout our neighborhoods and the way we do business.

Equity is reflected in the third overarching goal of this plan:

Goal 3: **Address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.**
Climate change disproportionally impacts communities of color and low-income neighborhoods. These communities contribute the least to greenhouse gas emissions but suffer the greatest effects of climate change and its turbulent impacts.

HOW WE'LL GET THERE

Considering equity when implementing carbon neutrality goes beyond merely distributing resources equally. Providing equitable access requires meeting community needs in the context of existing vulnerabilities and inequalities. Equity is a guiding principle throughout the Plan implementation process through the following practices:

- Design policies and programs that serve disadvantaged communities first. Target policies and programs at communities experiencing high pollution burdens, low-income, poverty, health issues, and exposure to climate hazards.
- Engage with the community. Proactively engage community leaders on an ongoing basis.

- Use the "operationalizing equity checklist" of the 2018 Flagstaff Climate Action and Adaptation Plan when implementing actions.

Ensuring that participation in climate action is accessible to the entire Flagstaff community will require considering equity in policy, outreach, and infrastructure development. City staff will work to involve diverse community voices from the start of any new initiative and will track progress towards advancing equity.

The most effective climate initiatives achieve greenhouse gas emissions reductions, reduce vulnerabilities, and serve disadvantaged communities. Taking climate action can create opportunities for underserved communities and accelerate the development of market-based solutions. For example, some cities have begun selling used electric fleet vehicles to members of their communities to ensure lower-cost electric vehicles are available to a wider spectrum of the community.

It is also possible that climate action strategies may lead to adverse, unintended impacts. For example, improving bike lanes and adding open space could increase the speed of gentrification and displacement, while additional City fees could add new burdens for low-income communities. The potential for unforeseen impacts to the community will be considered during Plan implementation, and efforts will be made to anticipate and address any such impacts or burdens as they arise.

The City will rely on the concept of **targeted universalism** – defined as "setting universal goals pursued by targeted processes to achieve those goals. Within a targeted universalism framework, universal goals are established for all groups concerned. The strategies developed to achieve those goals are targeted, based upon how different groups are situated within structures, culture, and across geographies to obtain the universal goal. Targeted universalism is goal oriented, and the processes are directed in service of the explicit, universal goal."[10] Target universalism involves supporting the needs of specific groups, in order to achieve our overall goals. Flagstaff will use a targeted universalism approach to ensure that ALL groups can benefit from climate action, from the most underserved populations to the general population.

To further the goals of the Climate Emergency Declaration, the City will dive deep into equity and resilience over the next year. We will host conversations with the community about these elements of climate action, and how we can create systems of accountability as we implement our carbon neutrality goals.

EQUITY AND ADAPTATION CONSIDERATIONS

Adaptation is incredibly important to building equitable systems. Adapting to and preparing for climate change will make Flagstaff more equitable by decreasing the negative impacts of climate change for all residents, and especially for the most disproportionately impacted. If equity is advanced without consideration for future changes and setting the foundations for resilience, the gains in community equity could be lost during a short-term event or over time as the community faces widespread change.

[10] https://belonging.berkeley.edu/targeteduniversalism

STRATEGIES TO ACHIEVE EQUITABLE SYSTEMS

ES-1: Incorporate equity as a foundational element of every climate action the City develops and implements.

Opportunities for action:

1. Analyze each climate action through an equity lens, to ensure that mitigation actions (1) do not have detrimental effects on Flagstaff's underserved populations; (2) are targeted to serve vulnerable community members, and therefore are accessible to the larger community; and (3) distribute the benefits of climate action equitably.
2. Provide equity training opportunities for City staff and leadership.

ES-2: Proactively engage community members on an ongoing basis.

Opportunities for action:

1. Launch an equity advisory committee to provide feedback on the City's climate action programming and engagement strategies.
2. Host community conversations to identify and begin to address community vulnerabilities and how different groups are at risk as a result of climate change.
3. Engage the community in conversations to increase awareness of climate risks, climate impacts, and ways people can take action.
4. Support neighborhoods in strengthening relationships and resilience.
5. Support K-12 teachers in teaching climate change curriculum and provide in-school lessons on climate change and climate action.
6. Develop opportunities for youth engagement and leadership in climate action.

ES-3: Design targeted climate policies and programs to serve disproportionately impacted communities first.

Opportunities for action:

1. For each climate action, identify disproportionately impacted communities that the programming is targeted to serve, as well as any barriers to accessing both City programs and the benefits of the action.

ES-4: Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

Opportunities for action:

1. Build relationships with organizations and community leaders serving disproportionately impacted communities.
2. Identify areas where disproportionately impacted groups have already been affected by climate change, and where gaps in trust might exacerbate existing disparities in the community.

The Lived Black Experience in Flagstaff

In 2020, the Lived Black Experience CommUnity Coalition hosted a series of community dialogues to highlight the experiences of black residents of Flagstaff and create and to build a strategic framework for truth, justice, and racial reconciliation.

The Lived Black Experience Strategic Plan highlights the need for greater engagement and work to address the needs and concerns of Flagstaff's Black community. The Plan begins by recognizing past and current narratives:

> "Where does the story of Black Flagstaff begin? The answer to this seemingly simple question is complicated by decades of lost or forgotten history, conflicting narratives, and a marked lack of engagement with the stories of Black Flagstaffians whose legacies speak of the enduring capacity for hope, the richest pursuits of positive change and cultural unity among the poorest citizenry and oft-forgotten neighborhoods."[11]

This statement reflects the need for engagement with Flagstaff's underserved community members and community leaders. Community outreach and relationship building is a necessary part of climate action and achieving our goals. The City will work to incorporate the recommendations of the Lived Black Experience Strategic Plan into the implementation of this Carbon Neutrality Plan.

The City will look to build relationships with other underserved community groups and access similar resources to shape its policies and programming.

[11] Access the Flagstaff's Lived Black Experience Strategic Plan at https://www.southsideflagstaff.com/black-lived-experience-town-halls

Decreased Dependence on Cars

Flagstaff will transform our transportation and land use systems so that we depend far less on cars, reducing vehicle miles traveled (VMT) and shifting trips to walking, biking, and the bus.

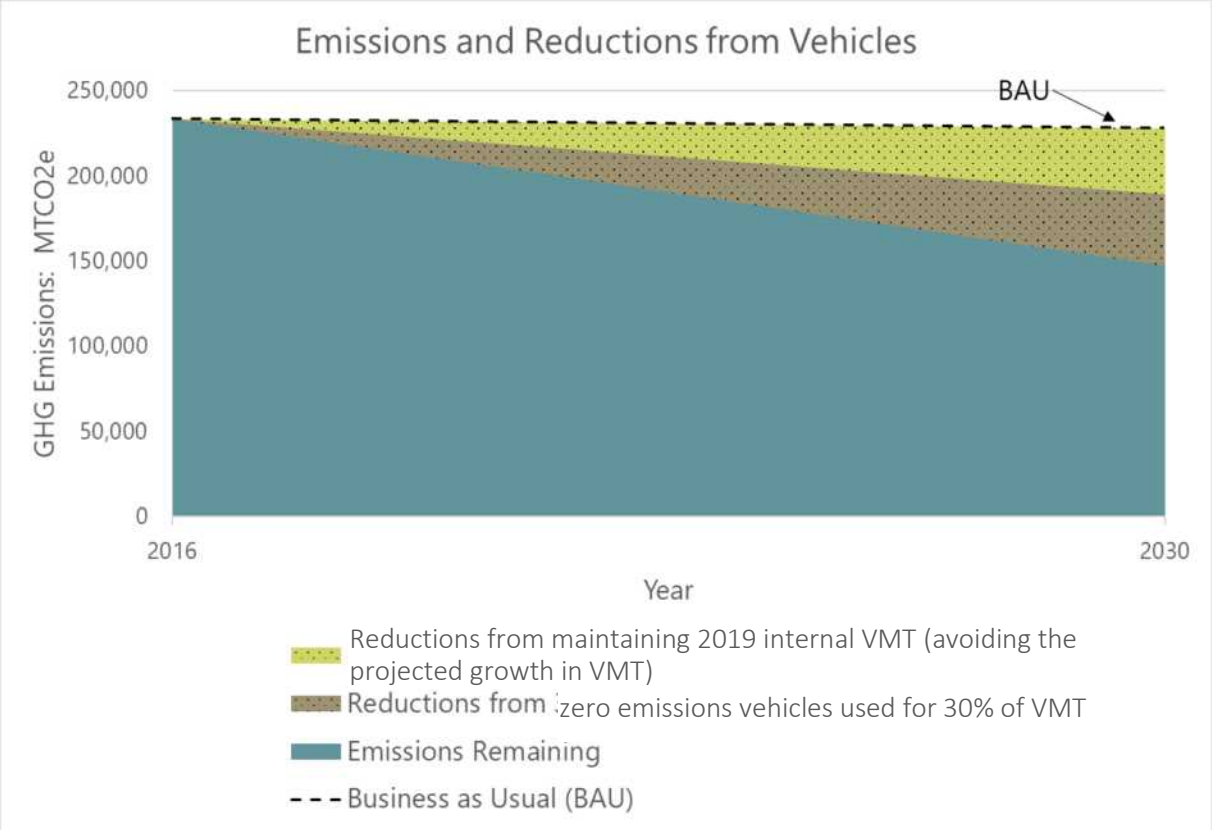


Figure 7: Projected emissions reductions from electric mobility and decreasing dependence on cars, compared to the emissions in the business as usual scenario..

WHAT IT MEANS

Reductions in greenhouse gas (GHG) emissions from the transportation sector will require enhancing community mobility and decreasing community-wide vehicle miles traveled (VMT) – or the miles Flagstaff residents travel in cars every day. This reduction in VMT must be simultaneously accomplished with a transition to clean, low- and zero-emission vehicles (see Electric Mobility Target Area on page 81). Because emissions from transportation account for around 30% of Flagstaff's community GHG emissions, reducing commuting miles and increasing equitable access to goods and services are essential to effective action.

How do we account for transportation by visitors? Or for through-traffic?

There are multiple types of car travel in Flagstaff: some trips are made by residents, going from home to a local store. Other trips are made through Flagstaff without stopping at all. The City accounts for these trips differently.

Starting with the 2019 Greenhouse Gas Inventory the City starting using the "internal vehicle miles traveled (VMT)" metric when quantifying emissions from vehicle travel in our community. This is different from the "total VMT" metric, which considers all vehicle miles travelled on our roads, including "through trips" – i.e. vehicles on I-40 that pass by Flagstaff on their way to other destinations. The "internal VMT" metric considers only trips that both start and end within the community boundary. Both the internal and total VMT metrics are determined each year by Metroplan Flagstaff.

The decision to use the "internal VMT" metric was based on considerations relating to the City's sphere of influence – the actions we can take to make our community more connected and less dependent on cars while in town will have little to no effect on the traffic simply passing through. Our community also has a unique form of "through trip" transportation in the 100+ BNSF trains passing through town daily. Finally, as a community with an economy that is largely based on tourism we want to welcome people to our City – and once here, tourists, like locals, will be able take advantage and utilize the systems put in place to make our town less dependent on cars for getting around during their stay.

HOW WE'LL GET THERE

Vehicle emissions are a result of a combination of factors: vehicle fuel efficiency, the carbon content of the fuel, and vehicle miles traveled (VMT). Gains in the first two areas may be potentially offset by losses in the third (VMT). Transitioning to electric vehicles (EVs) does not reduce transportation sector emissions enough in the near-term. Therefore, it is important that while Flagstaff adopts EVs, action is taken to simultaneously reduce VMT through climate-conscious land use planning and encouraging switching trips from single-occupancy to transit, walking, and biking.

Transportation costs are a significant expense for households. Car ownership can often be a burden for low-income families: AAA calculates that in 2020 car ownership cost $9,561 per year.[17] Promoting the adoption of personal single-occupancy electric vehicles does nothing to address these existing inequities. Land use decisions can also increase both transportation and housing costs. Transportation costs tend to be lower for those living in neighborhoods where it is safe and accessible to walk, bike, or take transit. Parking requirements add to the cost of housing, and single-family neighborhoods have an exclusionary history that in many ways continues today. Promoting these modes of transportation and reducing VMT both reduces emissions and is more equitable.

[17] https://magazine.northeast.aaa.com/daily/life/aaa/costs-more-than-ever-to-own-a-car/

The City can reduce dependence on cars on multiple fronts: prioritizing pedestrian and bicycle infrastructure development and enhancements can help make walking and biking an easy choice for many trips. This will happen through alignment with and implementation of the Active Transportation Master Plan, adopted by the Flagstaff City Council in November 2022. The City of Flagstaff will collaborate with Mountain Line, Flagstaff's transit agency, to maintain and enhance multi-modal transit services and related facilities, including better access to and from transit.

There are several transportation projects that are already considered in Flagstaff's transportation future, which will likely increase VMT. Road expansion projects and greenfield development, like the John Wesley Powell Boulevard extension, align with the goals of the most recent Regional Transportation Plan (2017), which projects VMT more than doubling over the next 70 years. Multiple new neighborhoods are planned on the edges of Flagstaff that are suburban in nature and will increase Flagstaff's VMT. These already-planned projects will increase the difficulty of holding VMT to 2019 levels. Flagstaff will need to balance these baked-in projects with its climate goals to envision a transportation and land use agenda for the coming decades. Two upcoming Plan processes, the Flagstaff 2040 Regional Transportation Plan and the Flagstaff 2040 Regional Plan will present opportunities for Flagstaff to weigh its carbon neutrality goals with other community priorities.

What would it take?

As part of the development of this Plan, we surveyed over 800 community members about what factors would convince them to choose biking, walking, or transit in favor of their single occupancy vehicle when they visit friends or go to work. There were common themes in these responses: shorter distances to travel, more robust and connected bicycle and pedestrian infrastructure, increased transit frequency, and increased feelings of comfort and safety when using the existing infrastructure. Some responses were from people who already bike, walk, and take the bus to do these things! Even those responses included improvements in infrastructure and shorter distances to get to daily needs.

These responses shaped the Decreased Dependence on Cars section; we know that more people will choose to leave their cars at home as infrastructure continues to improve and multi-modal transportation becomes more of a priority throughout Flagstaff. Most of these changes will require a big shift, especially in our infrastructure. To create more connected and robust bike and pedestrian infrastructure, lanes will need to be taken away from cars. To decrease the distance needed to travel for daily needs, we will need to increase density and mixed-use development. These actions will require a shift in priorities, and they are possible.

The Big Shift: Rethinking mobility

Flagstaff must commit to a fundamental shift in the way we think about our road systems and how we move around our community. This is necessary to both achieve our climate goals and to improve quality of life, health, and affordable living in Flagstaff.

The emphasis of our transportation planning must pivot from congestion mitigation to mobility improvement to improve the way community members move around town, outside of their cars. As Flagstaff grows, we have a choice: we can invest in building more roads and more lanes to attempt to reduce traffic, knowing that adding more vehicle lanes rarely improves traffic flow. Alternatively, we can manage demand, decreasing the demand for car trips and car infrastructure - thus helping people to choose active, healthy, enjoyable transportation while reducing the number of cars on the road. We must reimagine how our transportation can work, and shift our approach in the City's policies, processes, and plans, from the Regional Plan and the Regional Transportation Plan to our policies that currently encourage driving and parking.

At the same time, our community must better utilize our limited space by accepting and celebrating appropriate density in our neighborhoods and activity centers. In order to maintain the 2019 vehicle miles traveled (VMT) levels observed while our community grows, it is expected that actions will need to be taken to increase residential density by at least 20%.[13] Density reduces emissions from building energy use and transportation, while also contributing to more lively, welcoming, and diverse neighborhoods. Land use solutions are complementary to our transportation actions and impact our ability to achieve our transportation and emissions goals. Increases in density must be accompanied by efforts to make our neighborhoods more complete, reductions in the distance to transit stops, increases the frequency of transit buses, and the development of protected bike infrastructure and complete sidewalk networks.

Flagstaff is growing and will continue to do so. To welcome new neighbors to Flagstaff, we need to create homes for those who live here. To add more homes in our limited land area, we must increase the number of homes in our existing and new neighborhoods – from allowing backyard cottages to welcoming small and mid-sized apartment buildings and tall buildings where appropriate.

Flagstaff can learn from some of the most successful cities in the world, who are focusing on converting car space into more effective streets and public spaces that accommodate people outside of their cars, walking,

Flagstaff is Growing

Flagstaff is projected to grow significantly in the coming decades. We must prepare for greater than expected growth as the population center of Phoenix – now exceeding five million people – continues to grow, and as summers in central Arizona become hotter. We can expect visitation and migration to Flagstaff to increase, with domino effects on Flagstaff's housing market and land use.

[13] https://ww2.arb.ca.gov/sites/default/files/2020-06/Impacts_of_Residential_Density_on_Passenger_Vehicle_Use_and_Greenhouse_Gas_Emissions_Policy_Brief.pdf

biking, gathering, recreating, or shopping. Flagstaff's peer cities are also recognizing the high cost of parking, both in its contributions to housing costs as well as the way that it shapes our neighborhoods around cars. Cities across the country are allowing buildings to be built without parking or charging more for parking on the street and within buildings, making a trade-off between ample parking and a walkable and affordable community. Flagstaff can reduce the amount of space dedicated to parking and car storage in our community in order to improve affordability, better utilize limited space, and reduce automobile subsidies.

Flagstaff residents deserve what are called **15-minute neighborhoods**: places to live where you can meet most of your daily needs with a simple walk. Some of our neighborhoods already function this way: someone living in the Townsite neighborhood can reach office buildings, a grocery store, the post office, ten restaurants and even a park within a 15-minute walk. Sunnyside and Southside similarly have access to jobs, small neighborhood stores, dining, and community centers within their neighborhoods. Townsite, Southside and Downtown Flagstaff all were built before car dependence – meaning that they were built for a people to meet their needs without use of a personal automobile. While Sunnyside is a comparatively newer neighborhood, its street grid, flexible zoning and moderate density all contribute to walkability, vibrancy and a variety of businesses and retail establishments. Flagstaff can choose to allow our neighborhoods to evolve in ways that could mimic these traditional neighborhood designs, providing for a higher quality of life for Flagstaff residents.

The Big Shift to Decrease Dependence on Cars will require Flagstaff to change its policies to:

- Reduce or eliminate parking requirements across all building types.
- Increase density in residential neighborhoods by 20%.
- Increase the amount of accessory dwelling units in neighborhoods.
- Integrate density into residential neighborhoods through more flexible zoning codes that allow more housing options including duplexes, triplexes and potentially even small retail stores or apartment buildings.
- Convert some car lanes into micro-mobility zones.
- Allow neighborhoods to reclaim their streets through slow 'safe and social' zones that allow for play areas, socializing space, areas for businesses to operate, and safe travel for all modes.
- Prioritize transit over car movements in transportation operations and planning.
- Shift City transportation policies to actively manage transportation demand and reduce vehicle miles traveled.

These changes will require significant revisions to Flagstaff's zoning codes, transportation engineering standards, and other policies. The City must invest in analysis and staffing to undertake this big shift. Through these changes, we will be better equipped to achieve deep reductions in greenhouse gas emissions from our transportation sector while improving livability, health, and community resilience in Flagstaff.

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: Working to decrease our dependence on cars can help improve community equity. Owning a car is expensive. By offering robust, diverse transportation options at lower costs, low and middle-income residents will have more affordable mobility options.

The City will also consider how transportation policies will affect other groups: Due to disability, age, or other factors, some community members may be unable to walk, bike or take the bus; others are unable to drive. These factors will be considered when designing and implementing policies.

Adaptation: Density and robust, diverse transportation systems inherently increase community resilience by providing multiple transportation options, as opposed to designing around one mode – cars. By increasing density in areas that are less prone to flooding and fire, Flagstaff can be better prepared for an increase in these events.

TARGET AREA GOALS

Goal	Year
Hold vehicle miles traveled (VMT) in the community to 2019 levels. This is a 17% reduction from our business as usual projections in VMT growth.	2030
54% of all trips will be taken by biking, walking, or taking the bus.	2030
34% of all work commute trips will be taken by biking, walking, or taking the bus.	2030
Reduce vulnerability of new developments to fire and flooding, by encouraging development to locate in areas of lower vulnerability.	2030

STRATEGIES TO ACHIEVE 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.

Opportunities for action:

1. Incorporate more flexibility and appropriate density into residential neighborhoods, such as accessory dwelling units, duplexes, triplexes, small apartment buildings and other housing options to provide more diverse and attainable housing opportunities, create vibrant neighborhoods, and decrease travel distances.
2. Lower or eliminate parking minimums for new developments to decrease housing costs, promote decoupling rent from parking costs, reduce impervious surfaces, and create more walkable neighborhoods.
3. Change City policies to increase transit-supportive density, redevelopment, infill development, mixed housing types, multiple story buildings, and mixed-use transit nodes throughout Flagstaff.
4. Encourage the rapid development of carbon-neutral Accessory Dwelling Units (ADUs) to increase the housing stock.

DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Opportunities for action:

1. Fund and implement the Active Transportation Master Plan (ATMP).
2. Fully fund bike and pedestrian infrastructure capital improvements to create complete and comfortable bike and pedestrian networks, safe routes to school improvements, and a complete and comfortable system of pedestrian crossings and sidewalks.
3. Convert appropriate streets to multi-modal and complete streets through road diets or creating multi-modal lanes. When right-of-way is limited, redistribute the available space to accommodate more users and better reflect climate priorities.
4. Create an integrated system of protected lands, the Flagstaff Urban Trail System, and trail corridors that support mode shift, public health, and affordable living.

In November 2022, the Flagstaff City Council adopted the Active Transportation Master Plan. This plan makes specific recommendations for strategies, actions, projects, and programs to improve the pedestrian and bicycle environment and implement the 'big shift.'

DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

Opportunities for action:

1. Significantly increase funding for programming to increase biking and walking, improve micro-mobility options, provide encouragement programming and infrastructure improvements in school zones, and increase transportation demand management (TDM) programming.
2. The City will improve support to incentivize City employees to commute by walking, biking, and transit, such as employee showers at work, benefits to employees for walking, biking and taking transit, or support for carpool coordination.
3. Reconsider how and where we allow pedestrian crossings to create safe and convenient crossings based on land use, activity centers, transit stops, and trails.

Investing in walking and biking

A one-time investment of $90 million is needed to build comprehensive walking and biking networks. These networks are necessary to get people to walk, bike and take the bus. We cannot ask people to change their behavior if those behaviors are not easy, safe, comfortable and even fun. To further support these choices, the City will need to provide $600,000 to $1,000,000 per year for programming.

While these investments seem large, from an infrastructure perspective creating these networks will cost similarly to a large roadway project. The recently approved Lone Tree Bridge over the railroad tracks will cost a projected $72 million, and simply designing a highway interchange can cost $3 million. We must invest in biking, walking and transit with the same level that we invest in supporting infrastructure for cars.

What is electric micro-mobility?

Micro-mobility technology is a rapidly-evolving category of light-weight individual transportation devices. Examples include electric bikes (e-bikes), electric scooters, Segways, electric skateboards, and hoverboards.

Electric micro-mobility provide easy and affordable transportation for many. These devices are a necessary part of our work to reduce VMT: people can easily substitute many short car trips with a trip on scooter or an e-bike. The City can encourage folks to use these devices to travel: benefits go beyond just the individual user's cost savings and health benefits, since these devices reduce the need for car parking, reduce air pollution, and reduce traffic on our roads. See the Electric Mobility Target Area on page 81 for more information.

DD-4 Transform transportation policies and planning to incorporate greenhouse gas emissions analysis and reduce dependence on driving.

Opportunities for action:

1. Incorporate transportation demand management (TDM) philosophy and policies into transportation and development engineering and planning processes, by changing internal policies and potentially hiring a TDM manager.
2. Evaluate the greenhouse gas emissions and vehicle miles traveled (VMT) of transportation capital infrastructure projects, transportation system operations, and new development planning, and update the Traffic Impact Analysis (TIA) process to incorporate greenhouse gas emissions impacts into the decision-making process.
3. Actively work to lower emissions and VMT created by new developments, shifting to mobility enhancement strategies rather than congestion reduction.
4. Require large new buildings and new neighborhood developments to submit carbon neutrality alignment statements, to increase collaboration between developers and the City and to communicate how developments contribute to the City's carbon neutrality goals and how the property will work to manage transportation demand.
5. Involve more stakeholders in City capital and infrastructure project planning by bringing projects to citizen commissions and interdepartmental staff review, enabling review through the lens of other community objectives including public health, sustainability, and economic vitality.
6. When working with developers on large new developments, analyze and balance community priorities when making requests for infrastructure improvements.

How Could We Account for Greenhouse Gas Emissions in Transportation Planning?

Municipalities across the country are beginning to incorporate greenhouse gas (GHG) emissions into transportation planning projects. Fully accounting for GHG emissions allows us to understand the true impact of transportation projects, which often lead to more driving.

Fortunately, accounting for GHG emissions can be simple – most transportation analyses include a consideration of vehicle miles traveled or how a project will increase car trips. These measures are proportionally related to greenhouse gas emissions – incorporating greenhouse gas emission analysis into a traffic impact analysis (TIA), for instance, can be as simple as applying a greenhouse gas co-efficient to the number of new trips we anticipate.

The City will work with transportation and development stakeholders to identify the best way to include greenhouse gas emissions in transportation planning and engineering processes and decisions.

What is Transportation Demand Management (TDM)?

Transportation demand management, often called TDM, is a well-established concept defined as a transportation policy approach that reduces demand for single-occupant vehicle use, while simultaneously encouraging use of more sustainable travel modes, including walking, biking, and transit. TDM is described in the Flagstaff Regional Transportation Plan Blueprint 2040 as follows: "TDM enhances the utilization of roads by reducing overall demand through mode shift from single occupant vehicles to other means of transportation that can equally or better meet their needs... With TDM serving as an organizing principle, physical transportation infrastructure and land use will be designed so that alternative transportation is naturally encouraged and the maximum efficiency of the transportation network is realized."

Why is TDM important? An efficient and equitable transportation system offers individuals multiple feasible options for moving around their community whether it be by biking, walking, public transit, driving, or another mode. Unfortunately, most U.S. transportation systems have been built centered around one mode of transportation above all others: single-occupancy vehicles. Many policies and land-use decisions often favor single-occupancy vehicles and deprioritize all other modes of transport. This is problematic as increases in use of single-occupancy vehicles are often associated with increases in roadway congestion, air pollution, greenhouse gas (GHG) emissions, and annual vehicle-related costs.

TDM can maximize traveler options. What if instead of continuing to build infrastructure that encourages the use of vehicles, our transportation planning focused instead on making alternate modes of transportation more desirable and feasible options? This is exactly what TDM strategies seek to do. Another way to think about TDM is maximizing traveler options or systematic mobility management. TDM helps to make our transportation systems function more efficiently in a way that is cost-effective and impactful in the long-term. More than a specific set of solutions, TDM is a philosophical approach that can be incorporated into decisions made related to city zoning, land-use, development, and much more.

TDM at work. TDM strategies can be numerous and diverse allowing every city the opportunity to focus on options that work best for their unique setting. Some examples of TDM include: increasing the amount and accessibility of information on local alternate modes of transport, creating successful rideshare and carpooling programs, disincentivizing driving by increasing parking costs, providing incentives for using transit or other alternate modes, or restricting the number of parking spaces new developments can build. Like most cities, Flagstaff is already implementing multiple actions that can be considered components of TDM; examples include the use of parking pricing downtown, provision of online maps and resources for the FUTS and other urban bike routes, and the ecoPASS program which offers annual bus passes at reduced rates. TDM actions become even more effective when centralized under a comprehensive TDM program with a designated workforce. Successful TDM programs already exist in many states and an increasing number of cities (such as the City of Tempe) are working to develop comprehensive programs of their own.

Potential for local implementation. One example of a highly effective TDM strategy that has potential for implementation in Flagstaff is unbundled parking. Oftentimes at residential rental properties, costs of parking are automatically added into tenant rental costs. An alternate option would be to "unbundle" parking and rental costs allowing tenants to choose exactly how many parking spaces they want to pay for. Having parking costs as a separate fee allows tenants to better conceptualize the costs associated with having a car or multiple cars. This strategy also disincentivizes developers from building an excess amount of parking, the cost of which would ultimately be placed on tenants. Unbundled parking is already being utilized in Arlington County, Virginia and has been highly successful at promoting alternate transportation options as reported in a 2018 Mobility Lab study. San Francisco, Berkeley, and Seattle are examples of other cities that have also made the move to unbundle parking costs from rent.

DD-5: Invest in comprehensive and equitable transit.

Opportunities for action:

1. Implement the transit-supportive recommendations of the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Five-Year Transit Plan for the Mountain Line to increase ridership and transit frequency on the permanent transit network.
2. Prioritize transit trips over car trips and the movement of buses over cars to improve bus operations on Flagstaff's road network, through mechanisms such as signal prioritization, bus slip lanes, and dedicated bus lanes.
3. Improve how the City incorporates transit needs and requests into the transportation analysis performed for large new developments.

DD-6: Proactively invest to protect Flagstaff's clean air status.

Opportunities for action:

1. Create a local ordinance to protect air quality and prevent National Ambient Air Quality Standards (NAAQS) non-attainment status and to support and fund mobility enhancement.
2. Incorporate greenhouse gas impact analysis, based on greenhouse gas emissions estimates, into Flagstaff area transportation strategic planning and routine analysis.
3. Create anti-idling loading zones to reduce congestion, maintain access to parking and allow public safety access.

What is NAAQS Non-attainment?

The State of Arizona monitors air quality for pollutants above the National Ambient Air Quality Standards (NAAQS), as outlined in the Clean Air Act. NAAQS non-attainment classification occurs when pollutants exceed the NAAQS standards.[14] Once a county receives reaches non-attainment classification, communities must make investments to reduce and control pollutants.

Coconino County is currently in attainment of the NAAQS. However, the Arizona Department of Transportation has noted that the expected growth of Coconino County could threaten Coconino's current attainment status.[15] Flagstaff can invest in keeping its air quality clean *now*, to avoid future regulation and mandates.

[14] Learn more about Arizona Departhttp://azdeq.gov/nonattainment_areas
[15] Air Quality Sustainability Program in Coconino County: https://www.flagstaff.az.gov/ArchiveCenter/ViewFile/Item/1501

Improvements in transit infrastructure, operations, and encouragement

Mountain Line provides transit service to the City of Flagstaff. Mountain Line and the City must partner to adequately fund improved transit infrastructure and operations in order to move more trips onto transit.

High-priority transit improvements include:

- Identify funding to double service on Mountain Line routes to create high-frequency bus lines that are more usable and attractive for riders. This would require $5 million in additional funding annually.
- Partner with Coconino County to increase transit service coverage and frequency in the greater Flagstaff area. Consider enhancing buses, vanpooling, and shuttle services for outlying communities such as Kachina Village and Bellemont.
- Develop transit services for visitors to Flagstaff, including to popular destinations such as Snowbowl, Twin Arrows, the Grand Canyon, and between Phoenix and Flagstaff.
- Focus on improving access to transit stations by helping riders to complete their 'first mile' and 'last mile' trips to get to stations.
- Consider eliminating bus ridership fees, encouraging organizations and businesses to purchase transit passes for their employees or provide in-house incentives for employees who switch from driving to public transit.

Housing for All

Flagstaff will create a vibrant and more livable community through increased housing options for residents at all income levels and family sizes.

Flagstaff's 10-Year Housing Plan – vision statement

This Target Area incorporates the goals and content of Flagstaff's 10-Year Housing Plan, developed in 2021 to respond to Flagstaff's Housing Emergency. The Flagstaff City Council unanimously adopted the 10-Year Housing Plan on February 15, 2022.

WHAT IT MEANS

Housing is a collective benefit

There is a strong and growing movement among Flagstaff community members, housing advocates, and City Council to ensure all Flagstaff residents have access to affordable housing. On December 1, 2020, City Council declared a Housing Emergency in Flagstaff, committing to prioritizing affordable housing within City operations to create safe, decent, and affordable housing opportunities for all community members.

The United States Department of Housing and Urban Development (HUD) defines affordable housing as spending no more than 30% of monthly gross income on housing costs. Households that spend more than 30% on rent or mortgage costs are considered "housing cost burdened"; households spending more than 50% are "severely housing cost burdened." Within the Flagstaff 10-Year Housing Plan, "affordable housing" is defined as households paying 30% or less of monthly gross income towards the home in which they reside, using HUD's definition.

In an expensive housing market like Flagstaff's, some form of subsidy is necessary for housing to be affordable for many lower income households. Housing subsidies come in many forms. Housing subsidy types include rental assistance, eviction prevention, and down payment assistance. Other forms include non-profit affordable housing, public housing, voucher programs, and some forms of co-operative and private sector housing. Throughout the Housing Plan, the term "housing subsidy" is defined as any form of financial assistance aimed towards decreasing housing costs.

The stories we hear from residents and local reports verify that a lack of affordable housing is not just an individual problem, but rather a community problem that has collective consequences that negatively impact Flagstaff. The Flagstaff 10Year Housing Plan demonstrates how the consequences of failing to create, preserve, and provide access to affordable housing in Flagstaff are linked to lasting negative effects on our neighborhoods, health, children, environment, and jobs. The Housing Plan provides a path forward for the next ten years and offers solutions to reducing Flagstaff's Housing Emergency.

Flagstaff Housing and Affordability Challenges: By the numbers

The statistics below were gathered in 2021 during the development of the Flagstaff 10-Year Housing Plan to illustrate the scope of Flagstaff's housing challenges.

- 47% of all households are low-income and 65% of all households are low to moderate income.
- Flagstaff is increasingly unaffordable. Since 2011, the median sales price of a home rose by 119%, while Area Median Income rose by only 16%. In 2021, the median sales price of a home is $502,500, and the median annual gross income is $69,200.
- Housing Cost Burden Analysis: 27% of homeowners and 57% of renters are housing cost burdened, meaning that 22,073 Flagstaff community members pay more than 30% of their monthly income towards housing (US Census 2019 American Community Survey).
- Flagstaff's cost of living is 13.1% higher than the national average.
- Flagstaff's cost of housing is 29% higher than the national average.
- According to a community wide housing survey, more than one in four respondents stated they were either "nearly certain" or "very likely" to relocate due to housing costs.

Housing is Flagstaff's Infrastructure

Safe, decent, and affordable housing is a vital part of Flagstaff's infrastructure. Because housing is a basic human need that must come first, every unit counts. Affordable housing improves health and the environment, connects people to neighbors, bolsters housing productivity and economic growth, and supports local job creation.

Housing is interconnected to:

- Healthcare
- Neighborhoods and equity
- Sustainability
- Zoning and land use
- Economic opportunity

See the Flagstaff 10-Year Housing Plan for a narrative detailing our community's interconnected housing challenges and shared solutions.

Source: Live Well Arizona –Elements of a healthy community

Neighborhoods & Equity

As Flagstaff plans strong action on both housing and climate, we must consider the implications of our past. The following is an except from the 10-year Housing Plan:

> For decades, starting at least in the 1930s, low-income and minority communities were intentionally cut off from lending and investment through a system known as redlining. Today, those same neighborhoods suffer not only from reduced wealth and greater poverty, but from lower life expectancy and higher incidence of chronic diseases that are risk factors for poor outcomes from COVID-19. Housing, economic, and social policies should aim to eliminate those risks and undo the unfair burdens of structural racism, both past and present.

How our neighborhoods are designed and who can access them affect our community's health, housing access, resilience, and greenhouse gas emissions. For the complete discussion on neighborhoods and equity, see page 44 of Flagstaff's 10-Year Housing Plan.

HOW WE'LL GET THERE

Flagstaff's 10-Year Housing Plan

Flagstaff residents have made our mountain town the resilient community that it is today. As the City of Flagstaff works to provide equitable solutions to address the Housing Emergency for local residents, we will strive to ensure that affordable housing opportunities and subsidies are available for residents at all income levels and all stages of life.

The City of Flagstaff's mission—to protect and enhance the quality of life for all—directly aligns with the overarching goal of the 10-Year Housing Plan. Together with funding, partnerships, and the community's support, the City of Flagstaff can advance housing options for the full spectrum of residents who call Flagstaff their home.

The 10-Year Housing Plan establishes one overarching goal supported by two fundamental elements that together will significantly impact housing attainability. This goal will be achieved through the implementation of the policy initiatives and strategies described in the Plan.

TARGET AREA GOALS

Goal	Year
Reduce the current affordable housing need in our community by half over the next ten years.	2031
Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.	2031
Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce, and affordable housing occupied by local residents.	2031

Key Elements of Flagstaff's 10-Year Housing Plan

The Flagstaff 10-Year Housing Plan outlines a single overarching goal with thirteen (13) robust policy initiatives and fifty-eight (58) comprehensive strategies. The policy initiatives and strategies provide a foundational framework for establishing housing programs, prioritizing staff work, and allocating necessary funding for implementation. Community outreach identified four distinct needs related to Flagstaff's housing emergency:

- **Create** housing options for households at all income levels and family sizes occupied by local residents.
- **Connect** people to equitable housing solutions
- **Preserve** affordable housing
- **Protect** people from housing discrimination and remove housing barriers.

Implementation of the Housing Plan will be accomplished through the City's budget process, collaboration with City staff, and private, public, and nonprofit partnerships. Over the next ten years, the City will continue to advance housing opportunities for all Flagstaff residents. The 10-Year Housing Plan is the City's foundational framework for establishing work programs, prioritizing staff work, and allocating the necessary funding for its implementation.

To ensure the principles of Flagstaff's 10-Year Housing Plan are represented in this Carbon Neutrality Plan, this Housing Target Area integrates the four policy areas above – Create, Connect, Preserve and Protect – as **strategies**.

For the Detailed List of Policy Initiatives and Strategies that includes scope, term lengths, and City collaboration, please see the 10-year Flagstaff Housing Plan, page 52.

EQUITY, ADAPTATION, AND MITIGATION CONSIDERATIONS

Housing is **deeply connected** to both climate change and climate action.

Equity:

- Increasing visitation and climate migration will likely **exacerbate existing housing challenges.** Climate change, particularly extreme heat, will likely lead to increased demand for Flagstaff's housing because of our cooler temperatures.
- The **cost of living** is affected by housing, transportation, and utility costs. Transportation and utility expenses are often easier to influence than housing expenses – making them attractive targets for both affordability and climate initiatives. Because Coconino County sees high rates of energy-burdened households, energy efficiency improvements, which can reduce both costs and emissions, are especially critical strategies.
- Climate change will have the most severe effects on our most **disproportionately impacted community members**. These community members may also face substantial challenges affording higher housing, utility and transportation costs.
- **See pages 14-18 of Flagstaff's 10-Year Housing Plan for an extended discussion of housing justice and equity, and page 44 for a discussion on neighborhoods and equity.**

Adaptation:

- Residents who do not have access to secure or affordable housing may face increased challenges: lower financial reserves can reduce a person's ability to **adapt** to sudden changes or emergencies.
- Our buildings can serve as **resilience assets**, or they can exacerbate vulnerabilities. For example: an energy-efficient home can maintain higher air quality during smoke events, and performs better during power outages, retaining more heat in the winter and staying cool during hot days.
- As neighborhoods change due to the climate or housing emergencies, it may affect the resilience of an area. Communities where neighbors know each other, and readily assist during a crisis, are most likely to **thrive** amidst change.

Mitigation:

- Increased **infill development and housing densities** can lead to meaningful reductions in greenhouse gas emissions. **Infill development, higher-density neighborhoods, and mixed-use buildings** can help residents take shorter and fewer trips and encourage active transportation modes like walking, biking, and transit.
- Similarly, medium- and high-density housing can bring **energy efficiency benefits**, reducing energy use for each housing unit. Attached housing, from duplexes or townhouses to apartments, requires less energy for heating and cooling, lowering the emissions generated per resident.
- **Existing homes are key** to reducing emissions and securing a healthier planet since buildings are the largest contributing sector to greenhouse gas emissions. There are small changes most residents make to use less energy and reduce utility expenses. Homeowners and landlords can affect the greatest change by investing in energy efficiency retro-fits, electrification of units, or even on-site energy production.

For an extended discussion of these considerations, see page 46 of the 10-year Housing Plan.

STRATEGIES TO ACHIEVE HOUSING FOR ALL

These strategies match the policies initiatives in the Flagstaff 10-year Housing Plan. See page 52 of the Housing Plan for the timeline, implementation, and collaboration information for each policy and strategy.

HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

Opportunities for action:

1. Incentivize the creation of affordable units through various programs and mechanisms.
2. Ensure that the Flagstaff Regional Plan includes robust affordable housing goals and policies.
3. Create a dedicated funding source for affordable housing in Flagstaff.
4. Amend the Flagstaff Zoning Code to facilitate the development of all housing types.
5. Explore regulatory efficiency and cost-saving practices.

HA-2: Connect people to equitable housing solutions.

Opportunities for action:

1. Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
2. Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.
3. Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.

HA-3: Preserve affordable housing.

Opportunities for action:

1. Encourage the adaptive reuse of buildings.
2. Expand efforts to preserve existing housing stock.

HA-4: Protect people from housing discrimination and remove housing barriers.

Opportunities for action:

1. City Council will continue to lobby and support federal and state legislation to encourage changes to federal and state laws, and to increase the amount of funding available for the preservation and construction of affordable housing.
2. Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.
3. Continue Flagstaff's commitments to further federal and Arizona Fair Housing laws in all housing-related services and programs, value the efforts of those who seek to reduce barriers to equitable housing opportunities, and provide Fair Housing education and resources to the community.

The Interconnections Between Housing and Sustainability: Shared Solutions

The Flagstaff community faces urgent challenges from housing and climate change. The City of Flagstaff recognizes that the Housing Emergency and the climate emergency share many common solutions and that advancing housing and advancing climate action are not in conflict with each other. Indeed, implementing shared solutions to both challenges can lead to a stronger, healthier, and more connected Flagstaff.

To reduce emissions and build a stronger community, Flagstaff needs to rethink its housing and transportation systems—what we refer to as 'the Big Shift.' This shift entails building our neighborhoods so they are more dense, connected, and complete, so that residents don't have to travel across town as often. These neighborhoods welcome more neighbors of varying income levels, are stronger because neighbors know and help one another, and contribute to health, as residents can take active and healthy modes of transportation to get most of what they need nearby. These neighborhoods resemble Flagstaff's oldest, strongest, and most lively neighborhoods like Southside and Townsite, which were built before people were dependent on cars. Climate action that creates these lively and strong neighborhoods can increase housing and help solve the Housing Emergency, too.

Climate action can support lower overall costs of living. When considering the high costs of living in Flagstaff, housing is the greatest concern, but transportation contributes significantly to the cost of living in Flagstaff, and often requires smaller changes to realize cost savings. Many carbon neutrality solutions can decrease transportation costs by reducing dependence on cars. Car ownership can often be a burden for low-income families: AAA calculates that in 2020, new car ownership cost $9,561 per year for families, not including significant costs to the overall community and the environment.40 Transportation costs tend to be lower for those living in neighborhoods where it is safe and accessible to walk, bike, or take transit, and if folks can be car-free, car-lite, or reduce the number of cars in their household, they can significantly reduce their cost of living. Many Flagstaff residents already are car-free or rely very little on personal vehicles, and are using the bus, biking, carpooling, and walking to meet their daily needs. Reducing how much residents must use cars can reduce the cost of living and make it so that more people can afford to live in Flagstaff.

Housing is critical to community health and overall resilience. Implementing these community solutions will require moving away from today's status quo—a status quo that does not work for many people who struggle to live in Flagstaff and is contributing to global climate change. This will require courage and change to help Flagstaff create more opportunities and become a more welcoming and inclusive community.

For an extended discussion of these interconnections, see page 46 of the Flagstaff 10-year Housing Plan.

Inclusive Recreation

Flagstaff will ensure abundant and equitable access to recreational opportunities, prepare for changes to recreation due to climate change, and reduce emissions from recreation.

WHAT IT MEANS

Flagstaff offers exceptional recreational opportunities to both residents and visitors, whether through City of Flagstaff parks, recreation centers, or access to surrounding National Forest land. These diverse recreational opportunities provide residents with the ability to achieve physical and mental health and wellness. The City of Flagstaff Parks, Recreation, Open Space and Events Division seeks to ensure access to parks and recreation, connectivity, health and wellness, inclusion and equity, and natural resource protection.

Changing conditions will affect recreation for both residents and visitors alike, and may stress the City's ability to ensure accessibility, equity and inclusion across all parks and recreation facilities. For more on how climate change will affect visitation, see the Economic Prosperity Target Area on page 139.

To prepare for low-snow years, Flagstaff will need to continue to diversify its winter recreation offerings. Summer recreation will be affected too: as temperatures rise in Central Arizona, visitation in Flagstaff will likely increase – increasing the demand for recreation in Flagstaff. During periods of high visitation, there are many more people utilizing the same recreation opportunities, whether in the City or in the nearby forests – potentially increasing both user conflicts and impacts to resources. In the late spring and early summer, drought and an increased risk of wildfire can lead to forest closures and reduced access to the local forests, which residents and visitors depend on for recreation, spiritual connection, mental health, and physical fitness. Preparing for these shifts can help the City to foster community health and wellness amidst significant change.

Parks and recreation also contribute to Flagstaff's energy use, water consumption, and transportation emissions. As the climate changes, Flagstaff's parks and recreation centers are likely to utilize more energy and water to maintain operational levels. As Flagstaff plans for evolving and growing recreation, it has the opportunity to reduce emissions from recreation, incorporate new technologies, and integrate more resilient or native vegetation.

HOW WE'LL GET THERE

As the climate changes, Flagstaff will also evolve. Because accessible recreation is a cornerstone of any healthy and connected community, the City of Flagstaff will need to anticipate changes to recreation and ensure equity and accessibility amidst change.

The Flagstaff community must prepare for increased visitation to Flagstaff during the summer months, including working to ensure that Flagstaff's ecological resources, parks and recreation facilities can sustain increases in visitation. Forward-looking planning can help Flagstaff protect ecological resources, diversify available recreational opportunities, and plan for emergencies. Sound planning can also ensure that recreational opportunities can be accessed by a broad range of residents and visitors.

Climate change may increase demands for recreation services while stressing park resources. Necessary preparations include understanding how fields will respond to increased temperatures, evaluating health risks, and preparing for increased water, electricity and fuel demands. To mitigate these impacts, the City will need to seek out diverse solutions that include efficiency improvements, changes in operations, and technological solutions.

Finally, parks and recreation opportunities can complete a neighborhood – providing affordable and accessible opportunities to improve one's mental or physical health and wellness. In this way, recreational opportunities provide critically important resilience and equity benefits to a community. The City must work to maintain our parks and recreation facilities and services – some of our most effective assets when it comes to resilience.

Meanwhile, the City must continue to work to make recreational assets easily accessible to all. The City is working to ensure every resident of Flagstaff has access to a park, recreation center or open space within a 10-minute walk. This requires strong transportation connectivity to neighborhood parks, recreation centers or open spaces. Safe and comfortable active transportation options – taking a bus, biking or walking – are critical to ensure equitable access to parks. The availability, condition and comfort of active transportation infrastructure is key to ensuring access – whether through sidewalks, FUTS trails, or even informal trails that provide connections to local parks. As Flagstaff's active transportation infrastructure expands, maintenance needs increase. To ensure that these connections are well-maintained and accessible to users of all ages, Flagstaff will need to re-envision how it supports the ongoing maintenance of sidewalks, FUTS trails, and other non-vehicular access routes. Potential solutions include the development of dependable funding sources and new collaborations with community partners.

TARGET AREA GOALS

Goal	Year
Manage and enhance existing recreation and outdoor opportunities to maximize resilience to the impacts of climate change.	2030
Accommodate the increased use of City Parks and Recreation facilities and changing maintenance needs.	2030
Reduce emissions from water and energy use at City parks and recreation facilities.	2030
Identify methods for ecosystem monitoring to assess impacts of recreation and climate change	2025

STRATEGIES TO ACHIEVE INCLUSIVE RECREATION

IR-1: Protect natural areas and ecosystem services that are most vulnerable to the impacts of increased visitation and climate change.

Opportunities for action:

1. Prioritize natural resource protection in high-demand recreational areas.
2. Enhance the Flagstaff Convention and Visitors Bureau public awareness campaign that emphasizes 'treading lightly' on the land to accommodate increased visitation and impact.
3. Maintain cooperation with County and U.S. Forest Service recreation programs to plan for and respond to increased visitation and use of recreational services and legally designated open spaces.

IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.

Opportunities for action:

1. Incorporate changing climate conditions and risks to community health, Parks and Recreation staff members, and facilities into the Parks and Recreation Master Plan and Legally Designated Open Space Management Plan update processes.
2. Prepare for increases in demand for programs and facilities, and impacts on Parks and Recreation capital projects, budget, staffing, maintenance, and operations.
3. Work with community partners to understand how closing sections of the nearby national forests due to fire danger impacts local residents, and develop creative approaches to help residents find alternative ways to exercise, recreate, and socialize.
4. Continue efforts to ensure that neighborhoods across Flagstaff have 10-minute access to parks, recreational opportunities or open spaces.
5. Develop a strategy to better support the ongoing maintenance of sidewalks, FUTS trails, and other non-vehicular access routes used to access recreation opportunities.

IR-3: Plan for changes to recreation, reduce emissions, and respond to the impacts of climate change on current Parks and Recreation facilities and operations.

Opportunities for action:

1. Investigate new technologies and techniques to decrease water, electricity, and fuel use at Parks and Recreation facilities.
2. Implement energy and water efficiency retrofits to decrease water and electricity use and costs at all Parks and Recreation facilities.
3. Continue to utilize low-water, climate-adapted, native plantings for all facilities, parks, and streetscapes, and create a best practices manual for irrigation and other operations.
4. Prepare for the financial and greenhouse gas emissions impacts of potential increases in electricity and water use at all Parks and Recreation facilities.

PRIORITY TWO: WE WILL CLEAN OUR ENERGY SOURCES

Electric Mobility

Clean Electricity

Building Fuel Switching

Electric Mobility

Flagstaff will embrace the electrification of mobility options, shifting to vehicle-replacing e-bikes and bike share, electrifying our buses and taking advantage of the rapidly evolving electric vehicle market.

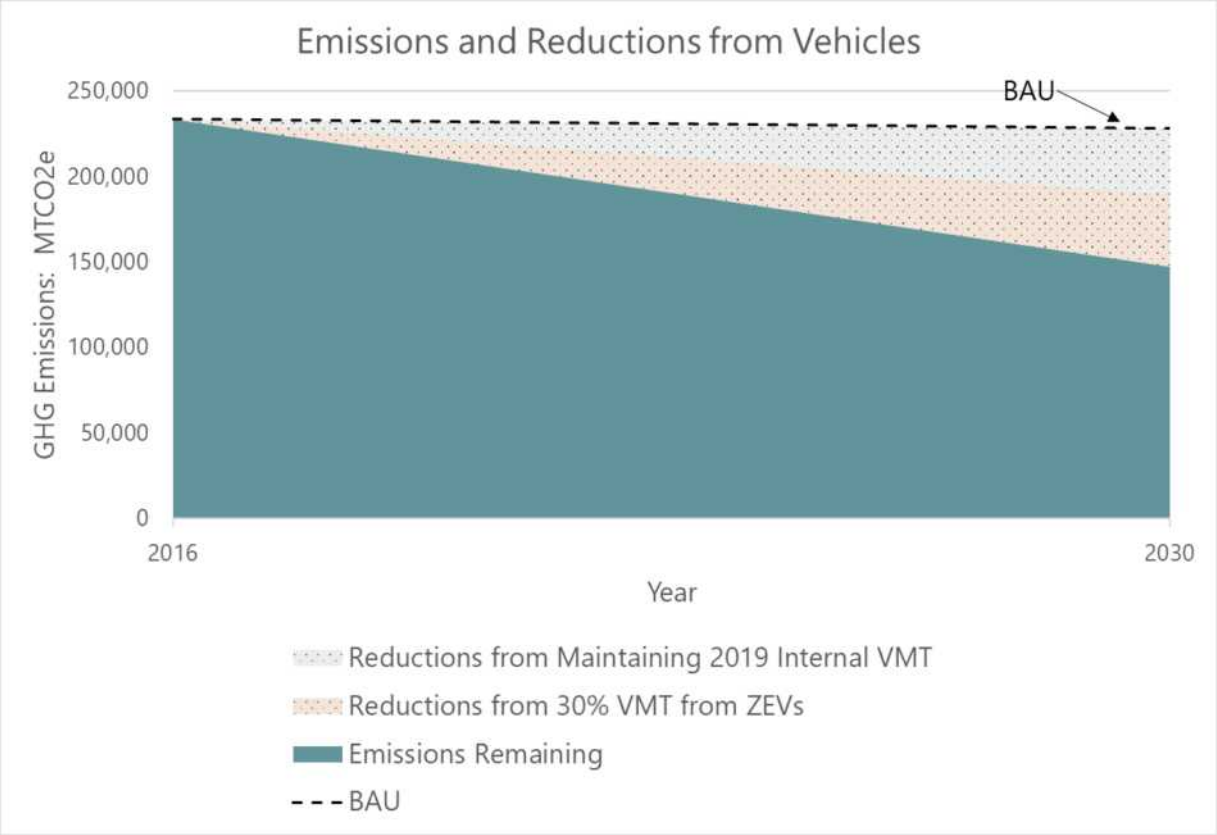


Figure 8: Projected emissions reductions from electric mobility and decreasing dependence on cars, compared to the emissions in the business as usual scenario.

WHAT IT MEANS

Reductions in GHG emissions from the transportation sector will require a transition to clean, low-/zero-emission vehicles while simultaneously enhancing community mobility through increased access to bicycle, pedestrian and public transit modes of transportation to decrease community-wide vehicle miles traveled (VMT). Transportation related emissions account for approximately 30% of Flagstaff's community-wide GHG emissions. In addition to reducing VMT, making progress toward more efficient and lower-carbon vehicles is critical.

HOW WE'LL GET THERE

The future of mobility is electric, mainly due to advances in technology and momentum from the market. Flagstaff can welcome this future by helping increase the speed of the electric mobility transition in Flagstaff. As Flagstaff works to reduce vehicle miles traveled and help folks take non-car modes of travel, electric mobility can play a part in making transit and active transportation more affordability, easier to use, and cleaner.

Electric buses: As we work to increase transit use across Flagstaff, we want to transition our bus fleets from gas or diesel fuels to electric power. Electrification of the bus fleet will require a significant investment from bus fleet operators, including but not limited to Mountain Line, Northern Arizona University and Flagstaff Unified School District. Electrification involves planning for electric charging locations and capacity, operational changes, and coordinating charging schedules, in addition to the acquisition of an entirely new and operationally appropriate bus fleet. The City will work to assist these organizations in their planning for the transition to electric buses, from grant-writing support to charging infrastructure planning.

Mountain Line, Flagstaff's transit provider, has begun planning for a transition to zero emissions vehicles – they recently published a Zero Emissions Bus Transition Plan, and determined to move forward with a battery electric bus transition.[16] Implementation will occur "project by project, bus by bus as funding and interest allows."

Electric micro-mobility: Adding electric power to simple, small transportation devices – such as bikes – is a relatively simple change that transforms the device into a much more accessible and practical transportation option. Electric bike use is rapidly accelerating across the globe, as batteries become smaller and less expensive, and as more people realize the incredible benefits of electrification.

What is electric micro-mobility?

Micro-mobility technology is a rapidly-evolving category of light-weight individual transportation devices. Examples include electric bikes (e-bikes), electric scooters, Segways, electric skateboards, and hoverboards.

While these devices represent very new ways of travel, they are already present in our community, obtainable at local and national retailers, and are already providing accessible, affordable, low-carbon transportation options.

See page 64 for a discussion of how micro-mobility can reduce vehicle miles traveled.

Electric micro-mobility devices are popular for a multitude of reasons: they move people around more quickly than a traditional bicycle or scooter and with significantly less effort – now a five mile commute with hills can be done with far less effort and sweat, making e-bike commutes much more attractive. These devices use very little fuel, or electricity, especially when compared to the gas used to move around a one-

[16] https://mountainline.az.gov/about-us/reports-plans/zero-emissions-bus-zeb-transition-plan/

ton vehicle. This saves money on gas, as well as vehicle wear and tear and maintenance. These devices remove traffic from the road and have a very small footprint, reducing congestion and parking demand – after all, a small scooter is a much more appropriate, efficient and proportional tool to move one person than a car or an SUV. And finally, these devices are popular because they are fun to ride.

The City of Flagstaff can work to welcome these devices in our community and to encourage their use. While these devices represent change in the way we travel, they have numerous personal and community benefits, including that they are a very low-emissions transportation option. Many of these devices could already be found on our neighborhood streets in 2021, whether a senior is taking an e-bike to see their grandchildren, a 10-year-old is using a hoverboard to go to a neighbor's house, or a student is taking an electric scooter to get to class. The City will need to work to incorporate these devices into our transportation planning efforts, so that people using micro-mobility devices have safe options for traveling both within neighborhoods and across town.

Electric vehicles: The widespread transition to zero-emission vehicles is a long-term strategy. The City of Flagstaff can support this transition by investing in and encouraging the necessary supporting infrastructure. Investment and encouragement can occur through codes, partnerships, incentives and other methods that improve the ability of residents to purchase and operate electric vehicles compared to conventional gas-fueled vehicles. For example, charging stations help EV owners fuel their vehicles – the City will encourage businesses and public buildings to install charging stations. In 2020, the City installed four charging stations in City Hall for use by City fleet vehicles as well as the general public. The City can also work through codes: the current Flagstaff building code, adopted in 2019, requires a 240 volt outlet to be installed in new garages – a small, inexpensive and simple modification that ensures the home, which will be around for at least 80 years, is ready for the rapidly approaching future of electric vehicles. This upgrade means a homeowner will not need to perform a costly retrofit to charge their vehicle, saving hundreds of dollars or more.

In addition, the City of Flagstaff will look to transition our own fleet while educating, encouraging and helping facilitate partnerships so that other local fleets might also make the electrification transition over time. We know that it matters which vehicles are electrified – by prioritizing the transition of fleet vehicles and other high usage vehicles that drive a disproportionate number of miles, we can expect to see an outsized impact. For example, if the top 20% of vehicles by mile are electric by 2030, the reduction in fuel use will be considerably larger than 20%.

While the City of Flagstaff can support the transition to EVs by taking early action to establish infrastructure, a considerable amount of the momentum for EV adoption will come from the private sector. Many of these factors are currently unknown or exist only as projections at this time. Some of these factors may include Federal incentives both for infrastructure development and for vehicle purchase. Some of these factors will be market driven – Tesla for example has installed 12 SuperChargers in Flagstaff, and according to ChargeHub there are an additional 50 level 2 and level 3 charging stations in the City that have been installed by businesses and organizations on their own accord.

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: New EVs and electric micro-mobility options can be cost-prohibitive for many. This threatens to leave some populations out of the electric mobility transition, and will likely mean that low-income communities must cope with the higher operating costs and unhealthier air associated with internal combustion engines for a longer period of time. To ensure widespread adoption and affordability for low- and middle-income households, the City will need to establish robust incentive programs.

Adaptation: As Flagstaff experiences the impacts of climate change, having diverse, clean, reliable mobility options will be vital. By creating more good transportation options, Flagstaff can ensure that if one mode of transportation becomes difficult, residents have other choices. Electric bikes are a great way to travel around Flagstaff, even on hot or windy days. Market trends show that electric mobility is the way of the future; by investing in infrastructure and incentives for these options, Flagstaff will be better prepared for these transportation changes.

TARGET AREA GOALS

Goal	Year
The City will provide 50 publicly available Level 2 electric vehicle charging stations	2025

STRATEGIES TO ACHIEVE ELECTRIC MOBILITY

EM-1: Advance the electrification of buses across Flagstaff.

Opportunities for action:

1. Mountain Line will electrify its bus fleet according to its Zero Emissions Bus (ZEB) Transition Plan.
2. NAU will begin electrifying its bus fleet, to comply with its under-development carbon neutrality plan.
3. Partner with the Flagstaff Unified School District to explore funding options for fleet electrification.

EM-2: Welcome electric micro-mobility devices as legitimate, healthy, affordable, and low-carbon modes of transportation.

Opportunities for action:

1. Establish an electric micro-mobility device share service.
2. Distribute electric micro-mobility rebates to community members through local businesses to reduce barriers to residents acquiring these affordable transportation devices.
3. Launch a micro-mobility collective purchasing cooperative to increase access to efficient and affordable modes of transportation.

EM-3: Support residents, businesses, and institutions in the transition to electric vehicles.

Opportunities for action:

1. Focus electrification engagement efforts on the vehicles that drive the most miles – for instance heavily used fleet vehicles.
2. Install electric vehicle charging stations at City facilities to serve the City fleet, City staff vehicles, and the public where appropriate.
3. Develop public and private partnerships for the installation of Level II and Level III DC fast-charging electric vehicle charging stations in publicly accessible parking areas along tourism corridors, at workplaces, and in multi-family housing developments.
4. Adopt a policy requiring 100% of new City fleet sedans and SUVs to be electric vehicles starting in 2022, complemented by aggressive goals to test, evaluate, and, where feasible, acquire electric vehicles for other light-duty, medium-duty and heavy-duty fleet vehicles and equipment categories.
5. Encourage and incentivize existing multi-family housing to offer electric vehicle charging stations.

Zero Emission Vehicles beyond Electric Vehicles

While electric vehicles appear to have the inside track for capturing the market on passenger and light-duty vehicles that produce zero tailpipe emissions, vehicles fueled with hydrogen represent another emerging technology that may also play a role. The City will actively monitor advances in technology, infrastructure and partnership opportunities to support wider-spread adoption of hydrogen vehicles.

Clean Electricity

Flagstaff will obtain as much of its electricity as possible from sources that do not produce greenhouse gas emissions.

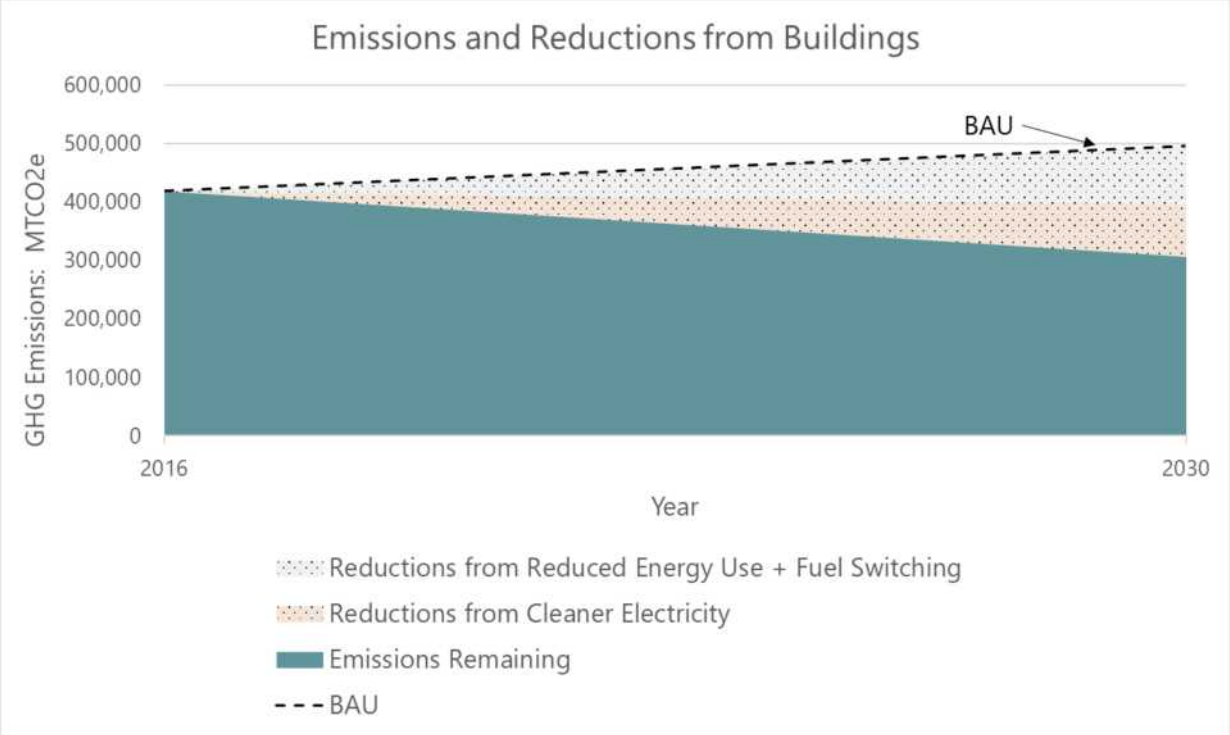


Figure 9: Projected emissions reductions from clean electricity and reducing building energy use, compared to the emissions in the business as usual scenario.

WHAT IT MEANS

Significant reductions in GHG emissions from both the built environment and transportation sectors can be unlocked with a rapid transition to clean, renewable electricity. With clean, renewable electricity available as a resource, appliances, vehicles, and other tools that directly utilize fossil fuels can switch onto this resource. (See Building Fuel Switching on page 92 and Electric Mobility on page 81).

Emissions from electricity currently constitute approximately 25% of all community emissions. This means that even without making any other changes (see the Electric Mobility, Building Fuel Switching, and Reduced Building Energy Use Target Areas, starting on pages 81, 92, and 100 respectively), a 100% clean electricity grid could eliminate one quarter of Flagstaff's emissions. In combination with the various fuel switching strategies, the impact of clean electricity could be even greater.

Are there negative impacts of renewable energy?

When new technologies emerge, there are often legitimate concerns that one bad thing (i.e., air pollution from coal) is just being replaced with another (i.e., waste from used solar panels).There are negative externalities associated with all forms of energy production. While we cannot avoid all negative impacts, we can choose the energy production methods that do the least harm to our environment and our community. The negative impacts of wind and solar are relatively modest, and are far outweighed by the positive impacts on air quality and reduced greenhouse gas emissions.

Large renewable energy projects sometimes face concerns about where turbines go after their useful life, or the amount of water used for large solar arrays. In fact, solar energy uses just 1% or 2% of the water used to create an equal amount of energy from coal or natural gas.[17] The City will continue to consider short- and long-term impacts to the environment and our community when developing renewable energy projects.

HOW WE'LL GET THERE

APS is the investor-owned utility that provides grid electricity to the community of Flagstaff. As of January 2020, APS has made a 'carbon free' commitment by 2050, with an expectation of 65% carbon free grid electricity by 2030. (See the APS Integrated Resource Plan.[18]) This is a 30% improvement compared to the local grid in 2020.

While APS makes the transition to renewable electricity, Flagstaff can increase the prevalence of local renewable energy projects such as rooftop or utility-sponsored community solar to achieve even greater near-term emissions reductions (third-party-sponsored community solar, where solar power projects generate electricity and benefits for multiple users, would require a change in State laws). The municipality can work with the utilities to develop large-scale renewable installations to power *municipal operations* with clean electricity. However, unless there are policy changes at the Arizona Corporation Commission (ACC) and/or APS, it is uncertain whether any additional electricity generated by these municipally-supported installations may be able to be directly acquired by, or attributed to, local residents or businesses. Flagstaff will continue to monitor the evolving electricity policy landscape and consider supporting actions that would unlock strategies for large scale renewable development for the community.

Clean electricity is just one of the many areas where we need to be open to innovation. While solar and wind are specifically called out in this Plan, there are other renewable energy options to explore. Additional technologies, like micro-hydroelectric power, may be incorporated during Plan implementation.

[17] https://nicholas.duke.edu/news/replacing-coal-gas-or-renewables-saves-billions-gallons-water
[18] https://www.aps.com/en/About/Our-Company/Doing-Business-with-Us/Resource-Planning

Until then, this Plan has been developed with only projected on-site residential and commercial installations being able to improve upon the APS grid forecast.

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: Fossil fuels have historically inflicted severe harm to Black, Indigenous, and Hispanic communities through the extraction and combustion of these fuels. By shifting to clean electricity, the current impact these fossil fuels have on historically marginalized neighborhoods and communities can be decreased. To avoid future harm to these communities, they must be consulted prior to and during the development of solar arrays, wind farms, and other new, clean electricity infrastructure.

Adaptation: When developing the infrastructure for new electricity generation, both the City and APS will need to consider how the new developments will respond to shocks and stressors from climate change. A robust, interconnected electric grid with a multitude of battery backup options will be vital to building resilience in the energy sector.

TARGET AREA GOALS

Goals	Year
100% of municipal electricity use will be from renewables (%)	2025
68% of community electricity use from zero carbon energy (%)	2030

The Flagstaff City Council established a goal of 100% renewable electricity by 2050 through the 2018 Climate Action and Adaptation Plan. Our carbon neutrality models suggest that Flagstaff can achieve 68% clean electricity for the community by 2030. While we will endeavor to reach 100% renewable electricity prior to 2050, the current policy landscape suggests that 68% clean electricity is feasible for 2030.

STRATEGIES TO ACHIEVE CLEAN ELECTRICITY

CE-1: Produce 100% renewable electricity to cover all City of Flagstaff municipal electricity needs.

Opportunities for action:

1. Expand capacity of municipally owned property for on-site solar electric and solar thermal generation.
2. Replace or repair the co-digestion system at Wildcat Hill Water Reclamation Plant and increase clean energy production.
3. When landfill sections are completed and capped, install solar to support City energy usage and eventually connect to the electric grid.
4. Update the City of Flagstaff Sustainable Building Resolution, requiring that newly constructed municipal buildings be built to net zero energy standards.

CE-2: Increase renewable energy installations and usage in new buildings.

Opportunity for action:

1. Implement progressively more aggressive building codes, requiring net zero energy buildings by 2030. Net zero energy buildings often incorporate renewable energy installations – primarily rooftop solar- into the design and construction to offset onsite energy use.

> **Net zero energy buildings** – Net zero energy buildings combine energy efficiency and renewable energy to use net zero energy. They use a low amount of energy due to being air-tight, well-insulated and energy efficient. They typically incorporate renewable energy generation on-site, like solar panels. Due to this low energy use paired with energy production, these buildings produce as much energy as they consume, which means that the occupants enjoy extremely low utility bills and a zero-emissions building.[19]

CE-3: Support solar installations on existing residential and commercial buildings.

Opportunity for action:

1. The Solar United Neighbors program will assist residents in obtaining solar electricity for a lower price.

[19] Learn more: https://zeroenergyproject.org/buy/zero-energy-homes

Solar electricity is now the least expensive source of electricity in history.

As of 2020, the International Energy Agency found that high-quality solar photovoltaic (PV) projects are the least expensive source of electricity in history.[20] Large solar plants with battery storage have decreased in price, making them competitive with natural gas. These developments will accelerate the rapid electrification of the electric grid. Market forces will help to facilitate this transition, but there remains a role for government policy makers to remove barriers to this transition, ensuring equity for communities that have been impacted by resource extraction and those that could be negatively impacted by the transition to renewable electricity.

Due to the low cost of solar, solar photovoltaic panels are a wonderful opportunity for Flagstaff residents and businesses to produce their own energy on-site, with financial and resilience benefits.

Legislative change

There are policies and strategies being pursued around the country that are not currently available to the City of Flagstaff because of State-level policies. Many of these strategies have the potential to unlock collaborations, financing and other opportunities that could positively contribute to the goal of achieving Carbon Neutrality.

The City will keep an eye on the policy landscape and may choose to lobby or otherwise advocate for some of these strategies including (but not limited to) Community Choice Aggregation, PACE financing (C-PACE and R-PACE), non-utility Community Solar and more. If any of these become available, this living document may be updated to incorporate the newly available mechanism(s).

The City of Flagstaff should also encourage the ACC and DOE to renew and increase renewable energy production incentives for residential and commercial solar and other distributed generation and storage projects, without additional metering fees or other disincentives.

[20] https://www.iea.org/reports/world-energy-outlook-2020/outlook-for-electricity

Project Highlight: Northern Arizona Solar Co-op with Solar United Neighbors

In partnership with the City, in 2021 the Northern Arizona Coop was organized through Solar United Neighbors, a non-profit organization that seeks to increase the access and affordability of solar energy.

Rooftop Solar and Prometheus Solar, two local Flagstaff installation companies, were selected by the Northern Arizona Solar Co-op to install solar for more than 80 households across Flagstaff, Sedona, and Coconino County. These installations are projected to result in:

- 647 kW of Solar installed
- 11,608 Metric Tons of CO2 avoided lifetime
- $1,845,219 invested in local businesses, jobs, and clean electricity

Building Fuel Switching

Flagstaff will shift our building fuel sources from fossil fuels to renewable sources and electricity for applications including space and water heating, cooking, and perhaps even industrial processes, thus taking advantage of the superior efficiency of electric appliances as well as the rapidly decreasing emissions of the electric grid.

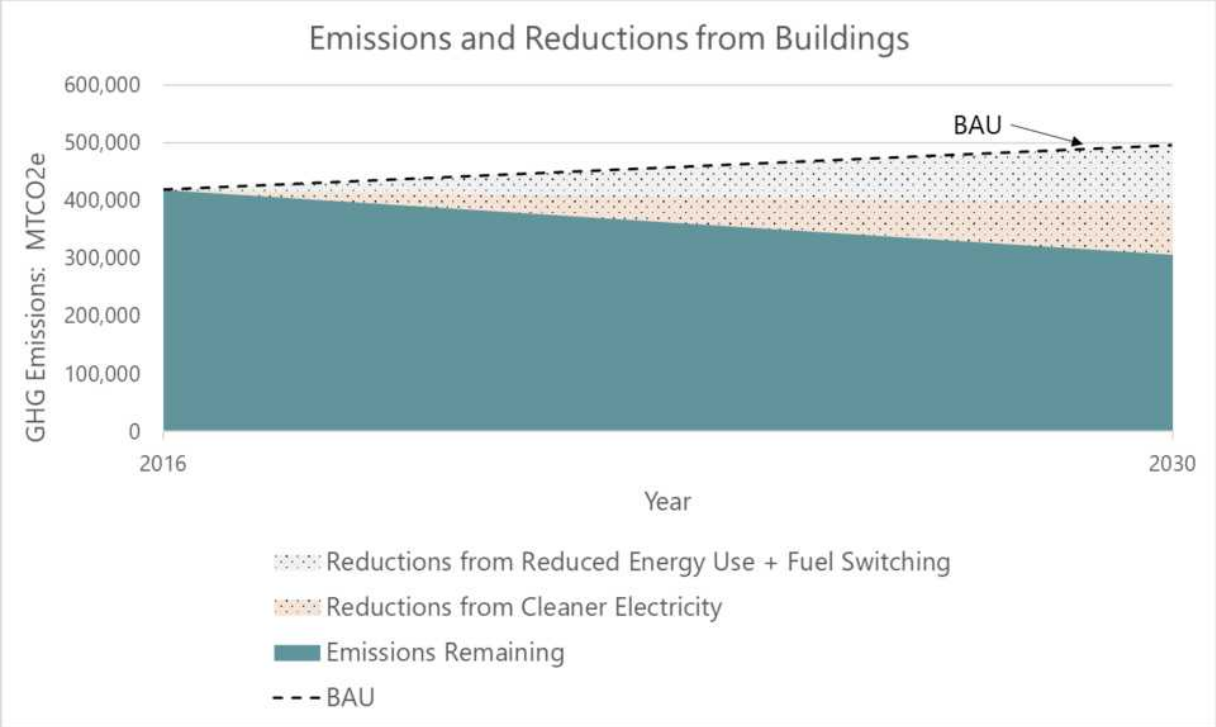


Figure 10: Projected emissions reductions from building fuel switching, compared to the emissions in the business as usual scenario.

WHAT IT MEANS

Fuel switching in buildings involves transitioning buildings from using appliances, processes and generators that directly combust fossil fuels on-site to ones that utilize decarbonized electricity (see the Clean Electricity Target Area on page 86) as well as solar thermal, biomass and other renewable sources of heat and energy. These on-site fossil fuels include natural gas, propane, and diesel. While switching fuel sources, it will also be necessary to ensure that the buildings are well sealed and energy efficient (see Reduced Building Energy Use Target Area on page 100) to manage fuel costs and electrical demand (when applicable).

When building fuel switching is accomplished by transitioning from the combustion of on-site fossil fuels to using electricity, the term "building electrification" is often used to be more specific. Like electric vehicles, building electrification can accomplish significant emissions reductions, but only if the source electricity is sufficiently clean. According to RMI, Arizona has already passed the tipping point in the decarbonization of the electricity grid, so that switching from a natural gas furnace to a grid-based electric heat pump for space and water heating will have an immediate emissions reduction benefit. Additionally, compared to a gas furnace, a heat pump installed in Arizona in 2020 and using grid-based electricity is expected to result in a net reduction in emissions of over 50% for the lifetime of the appliance.

HOW WE'LL GET THERE

"In every city we analyzed, a new all-electric, single-family home is less expensive than a new mixed-fuel home that relies on gas for cooking, space heating, and water heating."
– RMI, All Electric New Homes, a Win for the Climate and the Economy[21]

Approximately 45% of Flagstaff's building emissions, including approximately 56% of residential emissions, come from the on-site combustion of natural gas. Due to the relatively long lifetimes of buildings and appliances, actions now will be crucial for ensuring deep, rapid and long-term emission reductions. These actions include introducing education and incentives to ensure that when existing major appliances require replacement, electric and other renewable alternatives are adopted.

This Plan envisions the electrification of 12,500 major residential appliances as they require replacement as well as significant fuel switching in the commercial sector. Additional efforts can be made to encourage and incentivize electric-only new construction, which has been shown to offer net savings over the lifetime of the building.

[21] https://rmi.org/all-electric-new-homes-a-win-for-the-climate-and-the-economy/

Fossil fuels for low grade heat – like using a chainsaw to cut through butter

Imagine passing someone a stick of butter and asking them to cut it for you. When they leave the table to "get a tool" for the job, you'd probably expect them to grab a butter knife from the kitchen drawer. But instead they return with a chainsaw. Could the chainsaw accomplish the task of cutting butter? Sure. Is a chainsaw the right tool for the task? Certainly not. For the task of cutting butter, a chainsaw uses far more power than is necessary and is clearly wasteful. Similarly, for the task of low-grade space and water heating, on-site fossil fuel combustion uses far more power than is necessary and is wasteful - like using a chainsaw when a butter knife is available.

Even though gas furnaces have become more efficient in the past decades, they will never be able to compare to the performance of an electric heat-pump. This is because furnaces use energy to *generate* heat – while heat pumps primarily use energy to *transfer* heat from place to place, much like a refrigerator or air-conditioner. Indeed, heat pumps are basically air conditioners that can be reversed, meaning they provide both heating and cooling in a single appliance! Transferring heat requires far less energy than generating it, meaning that heat pumps can deliver the same amount of useable heat while using 2-5x less energy than even the most efficient furnaces. For the task of delivering useable heat, compared to a heat pump, even the most efficient furnace is a chainsaw.

To illustrate, consider that a 95% efficient EnergyStar furnace might be able to generate and deliver 950 BTUs/Hr of useable heat for every 1000 BTUs/Hr of gas energy input. BTUs are a unit of energy, and stand for British Thermal Units. Meanwhile, a heat pump is capable of transferring and delivering as much as 4000 BTUs/Hr or more of useable heat for every 1000 BTUs/Hr of electrical energy input. This is because the majority of the thermal energy delivered by a heat pump comes from the environment, not from the input source.

Based on information and image at: https://www.adams-air.com/houston/what-is-COP.php

In addition to being the right tool for the job of delivering low grade heat for space and water heating due to their superior efficiency, heat pumps and other electric appliances can also be powered by renewable sources. This combination means the lifetime energy use and emissions from the use of electric appliances can be far less than appliances combusting fossil fuels on site.

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: Affordability is a significant concern for Flagstaff community members. When working to promote fuel switching, Flagstaff must carefully weigh the balance between climate action and affordability, with the understanding that both are critical to ensure true sustainability. We do not want a result of climate action to be higher cost of utilities for Flagstaff residents, many of whom already struggle to afford to live in Flagstaff.

When working to electrify homes, the City of Flagstaff will balance affordability and climate priorities. Fortunately, advancements in electric heating technologies, particularly through the use of heat pumps, mean that electrification does not necessarily result in higher costs. The Rocky Mountain Institute has found that electrification of space and water heating can reduce costs over the lifetime of the appliances, for both new buildings and some retrofits.[22]

The City will prioritize incentives in collaboration with local partners to make the cost of fuel switching competitive and even beneficial compared to remaining on fossil fuels. The City will work its partners to help residents utilize the latest technology, analyze policies for their impact of affordability, and ensure that electrification does not have detrimental effects, particularly for Flagstaff's low-income families. See the extended conversation about tensions on page 27 for more on electrification and equity.

Electrified homes and buildings may have more price stability, too. Currently, fossil fuels are subsidized and are associated with large externalities, mainly from the negative effects of their greenhouse gas emissions. Should a carbon price come into effect in the next decade, the artificial affordability of using on-site fossil fuels could be dramatically reduced or eliminated (see the Social Cost of Carbon section on page 44).

Adaptation: Surveys conducted throughout the Plan development process have demonstrated that electric grid reliability is a concern for many community members. This is valid, and electric utilities have much work to do in the next decade to bolster the grid for the renewable energy future. The City can support this transition and support grid reliability by implementing initiatives to reduce and manage energy demand - see the Reduced Building Energy Use Target Area on page 100).

[22] https://rmi.org/insight/the-economics-of-electrifying-buildings/

TARGET AREA GOALS

Goal	Year
Reduction in Natural Gas usage by Sector: Industrial: 0% reduction Commercial: 20% reduction Residential: 62% reduction	2030
12,500 residential properties (~50% of residential properties currently connected to natural gas) will have conducted a deep energy efficiency retrofit including the electrification of at least one major appliance.	2030
25% of commercial properties (not including NAU or municipal accounts) will have conducted a deep energy efficiency retrofit including the electrification of at least one major appliance. 15% of commercial properties fully electrify.	2030

Why don't we model natural gas reductions in the industrial sector?

While the low-grade heat used in residential and most commercial applications can be electrified or switched to other renewable sources relatively easily, many industrial processes require high heat or even use natural gas or other fossil fuels as a feedstock. Generally speaking, these are 'harder' problems from a decarbonization standpoint, and as an organization the City is less familiar with how fossil fuels are being used for industrial processes in Flagstaff, and is less well positioned to support Flagstaff industry in making these transitions. The City is prepared to develop education and incentive programs to support residential and commercial entities. While we are optimistic that industrial users will reduce their reliance on fossil fuels, including natural gas, due to our limited information and ability to directly support industrial users, we are not currently modeling any reductions from the industrial sector. Going forward we will look to learn more about the industrial users in our community and their use of fossil fuels, and will look for opportunities to support reductions.

STRATEGIES TO ACHIEVE FUEL SWITCHING

FS-1: Reduce or remove natural gas usage in municipal buildings.

Opportunities for action:

1. Develop and implement a Municipal Building Electrification Plan, to achieve net zero energy in occupied City facilities.
2. Obtain funding to build 100% electric buildings on new City of Flagstaff affordable housing sites, to support affordable living.
3. Electrify appliances during upgrades at existing City of Flagstaff affordable housing sites whenever feasible.

FS-2: Encourage new buildings to rely on the electric grid as their main energy source.

Opportunities for action:

1. Provide monetary incentives to builders that construct or retrofit to achieve net zero energy prior to 2030.
2. Provide incentives to builders to forego natural gas infrastructure in new sub-developments and new buildings.

FS-3: Support fuel switching in existing residential and commercial buildings.

Opportunities for action:

1. Establish a revolving loan fund for major appliance electrification upgrades and solar thermal hot water upgrades for residential and commercial properties.
2. Increase the pace of home and commercial electrification by funding home energy electrification rebates and completing home energy electrification via the Home Energy Retrofit Program.
3. Establish an Electrification Permit Fund to pay for the permits for existing households and businesses to electrify their appliances.
4. Develop incentives to promote the mass installation of solar thermal water heating within the community.

FS-4: Provide training and education on fuel switching.

Opportunities for action:

1. Fund and implement a contractor training program for solar thermal, electric water heaters, electric heat-pump space heaters, and conversions from gas to electric appliances.

2. Develop a program to offer technical assistance, help schedule contractors for fuel switching upgrades, and offer incentives above and beyond what is offered by the utility.
3. Create a Residential Energy Efficiency and Fuel Switching Information Hub for exchanging information about net-zero renovations, electrification, and at-home climate mitigation strategies.

Not Your Grandfather's Heat Pump

According to the Rocky Mountain Institute (RMI) "Heat pump technology has improved significantly in recent years, flipping a commonly accepted narrative that it is not an efficient or dependable heating source. Even accounting for reduced efficiency in extreme cold weather, our analysis finds that modern air source heat pumps are more than twice as efficient as gas furnaces."[23] Modern heat pumps are providing efficient heating in cold weather climates from Denver to Minneapolis to Fargo.

In addition to being able to pair modern heat pumps with smart and programmable thermostats, the main technological updates compared to heat pumps from even a decade ago are the inclusion of:

- Variable speed compressor technology
- Improved expansion valve technology
- Fans with electronically commutated motor (ECM) technology

Each of these technology improvements allow the unit to run at an optimized pressure/openness/speed to best meet the heating (and cooling) needs. Previous heat pumps without these features could typically had to be 'all on or all off,' which reduced performance.

Legislative change

Lobby at the Arizona Corporation Commission for more energy efficiency and electrification programs for all sectors.

[23] https://rmi.org/its-time-to-incentivize-residential-heat-pumps

PRIORITY THREE: WE WILL MANAGE OUR CONSUMPTION

Reduced Building Energy Use

Sustainable Consumption

Water Security

Reduced Building Energy Use

Flagstaff will significantly reduce greenhouse gas emissions from heating, cooling and powering buildings.

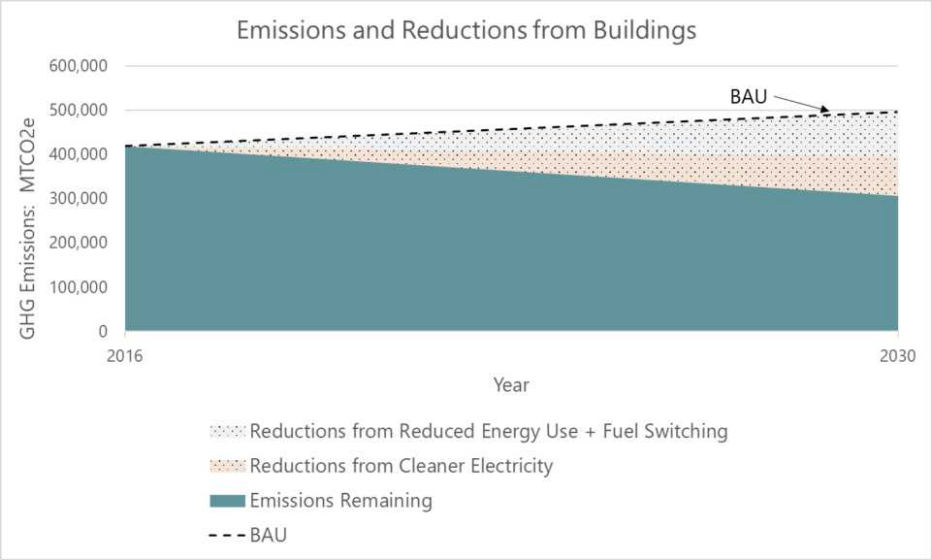


Figure 11: Projected emissions reductions from clean electricity and reducing building energy use, compared to the emissions in the business as usual scenario.

WHAT IT MEANS

Reducing energy demand is one of the quickest and most affordable methods to reduce emissions from buildings.

Whether for new construction or for retrofitting existing buildings, energy efficiency solutions are well understood. Weatherization improves the building envelope and insulation, while other solutions utilize technology (i.e. smart thermostats, energy efficient appliances, distributed energy storage) to optimize energy use. The payback on retrofits, depending on the building, is five to seven years on average.[24]

Reductions in building energy demand will provide immediate emissions reductions from the use of both electricity and natural gas, while also making our homes and businesses more comfortable to live in and more affordable to operate. While APS is making the transition to 100% carbon free electricity (see Clean Electricity Target Area on page 86), reducing building energy demand will also improve the ability of the

[24] https://drawdown.org/solutions/building-retrofitting

Utility to meet demand with cleaner fuel mixes. Reducing building energy demand is especially critical given the various fuel switching strategies in this Plan (see Building Fuel Switching and Electric Mobility Target Areas on page 92 and page 81, respectively). Fuel switching without energy efficiency measures will increase electrical demand significantly. Fuel switching combined with energy efficiency can temper or even reduce electrical demand, thus making it easier and less expensive to bring online the magnitude of clean electricity infrastructure required to meet our future needs.

What about water?

Producing the water that arrives at our taps and then treating it after its use utilizes energy at every stage of our water production and treatment processes. In Flagstaff, water is particularly energy intensive, as many of the wells we use to obtain drinking water are as deep as 1,000 feet or more. Water operations comprise most of the City of Flagstaff's energy use.

Energy use is carefully monitored by the City of Flagstaff's Water Services staff, who work to increase the energy efficiency of Flagstaff's water management processes. Staff also work to manage Flagstaff's water supply, plan for the future, and reduce water use through conservation – more on those efforts can be found at www.Flagstaff.AZ.gov/water.

This Plan, and the City's building energy use reduction efforts, consider water use to fall under the umbrella of building energy use. As water used in a home or a business represents energy use, water efficiency and conservation contribute to reduced community energy use. City staff will work across divisions to coordinate water and energy conservation initiatives.

HOW WE'LL GET THERE

Emissions from buildings currently constitute approximately 44% of all community emissions. To reduce energy demand Flagstaff must set aggressive reduction targets for both new and existing building stock. Due to their long lifetimes and the rate of growth in Flagstaff, it will be important to integrate more energy-efficiency technologies and infrastructure into new construction in the near-term through policies, incentives and economics. The 2018 Climate Action and Adaptation Plan forecast a goal of a net-zero construction code for all new residential and commercial buildings by 2040. This goal will be accelerated to 2030 with an intermediary glidepath to net-zero building code in 2025. While it is important for new buildings to be energy efficient, the existing building stock of 2021 is expected to make up over 90% of the community buildings in 2030. Therefore, it will be critical that a significant number of these buildings, especially the older and lower performing ones, undergo building retrofits to both reduce their energy demand and improve their comfort and utility for their occupants. This Plan envisions and supports performing home energy and electrification retrofits on 12,500 homes (~50% of the existing housing stock) in addition to a significant number of building retrofits in the commercial sector. Performing retrofits at this scale will be an enormous opportunity for jobs and partner collaboration.

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: Three in ten households in the US face challenges in meeting their energy needs.[25] Low-income households face disproportionately higher energy burden – or the portion of gross household income spent on energy costs. According to the Department of Energy, low-income households spend 8.6% of their income on energy, compared to 3% for other households.[26] In Flagstaff, low-income households spend 13% of their income on energy each year; higher-income households spend between 1% and 3%.[27] This is a large energy burden that leads to a high cost of living, limited disposable income and financial insecurity for Flagstaff's low-income families.

Purchasing new, energy efficient technology or appliances often requires a significant up-front financial investment. While all households can benefit from the return on investment provided by energy efficiency, high up-front costs meant that not all households can access this investment opportunity that helps save money over the long term. This inequity can persist in incentives, where only those who have access to upfront funds to purchase the appliance are able to access the financial incentive.

Climate action in this target area will work to reduce the energy burden for low-income families, and work to provide emissions and cost-saving benefits equitably throughout the community.

Adaptation: More efficient buildings can help Flagstaff residents be more prepared for more extreme weather, like extreme heat, large winter storms, or extreme cold. By reducing the energy used in homes and other buildings, energy efficiency investments can lead to lower heating and cooling energy use, which leads to lower energy bills and lower reliance on outside fuels, which can be helpful during extreme weather.

Heat pumps are a climate mitigation tool that help residents heat their homes using electricity instead of fossil fuels. Heat pumps can also be used as air conditioners, which can help people with health conditions get through Flagstaff's hottest summer days, but also use a lot of energy. Currently, most homes in Flagstaff do not have air conditioning. As more homes in Flagstaff install heat pumps, more residents will have access to air conditioning, creating the possibility for increased energy use in the summer months. Energy-efficient building practices and demand management will be needed to ensure that Flagstaff's buildings are well-insulated and require lower amounts of both heating and cooling.

[25] https://www.eia.gov/todayinenergy/detail.php?id=37072
[26] https://www.energy.gov/eere/slsc/low-income-community-energy-solutions
[27] https://www.energy.gov/eere/slsc/maps/lead-tool

TARGET AREA GOALS

Goal	Year
Reduce greenhouse gas emissions from heating, cooling and powering buildings by 34% from BAU.	2030
Reduce electricity usage by building sector: Industrial: 0% reduction Commercial: 0% reduction Residential: 4% reduction	2030
Reduce natural gas usage by building sector: Industrial: 0% reduction Commercial: 20% reduction Residential: 62% reduction	2030

STRATEGIES TO ACHIEVE REDUCED BUILDING ENERGY USE

BE-1: Achieve net zero energy City of Flagstaff facilities.

Opportunities for action:

1. Perform a full-scale energy audit and implement recommended energy retrofits for all City of Flagstaff facilities from this audit.
2. Design and obtain funding for new City of Flagstaff Affordable housing sites to be net zero energy.
3. When retrofits at existing City of Flagstaff Affordable housing sites are made, implement efficiency upgrades to move the sites towards net zero energy.

BE-2: By 2030, require new homes in Flagstaff to be net zero energy homes.

Opportunities for action:

1. Implement progressively more aggressive building codes, requiring net zero energy buildings.
2. City staff should ensure the City's building code is reflective of rapidly changing technology related to energy efficiency, renewable energy, energy or battery storage, and electrification.
3. Provide incentives to builders to construct net zero energy buildings, prior to a net zero energy code requirement. Use these buildings to showcase the feasibility, benefits and innovation.
4. Require large new buildings and new neighborhood developments to submit c**arbon neutrality alignment statements**, to increase collaboration between developers and the City and to communicate how developments contribute to the City's carbon neutrality goals.

BE-3: Reduce energy use in existing buildings.

Opportunities for action:

1. Incentivize and subsidize home energy efficiency retrofits on a sliding scale based on income.
2. Establish a revolving loan fund for energy efficiency upgrades to make affordable financing available to both commercial and residential properties.
3. Work with real estate energy partners to obtain energy efficiency information during real estate transactions, such as requiring home energy efficiency scores when homes are sold or ownership is transferred.
4. Catalyze energy efficiency and more affordable living in rental housing, increasing energy efficiency in rental homes through incentives and potential minimum standards.
5. Expand energy efficiency outreach, including energy efficiency workshops, education on energy price signals, and how to navigate time-of-use pricing.

Why net zero energy homes?

Net zero energy homes are tied to the electric grid, and use a low amount of energy due to being air-tight, well-insulated and energy efficient. They typically incorporate some sort of renewable energy generation on-site, like solar panels. Due to this low energy use paired with energy production, these homes produce as much renewable energy as they consume over the course of a year, leaving the occupants with a net zero energy bill, and a carbon-free home.[28] Homes can be built as **net zero ready**, meaning they can become net zero with the installation of solar panels.

Net zero energy *ready* homes are already being built in Flagstaff – the Crestview neighborhood, by the developer Capstone, is comprised of all net zero energy ready homes – including the homes participating in the City of Flagstaff Community Land Trust Program.

The Department of Energy (DOE) has a Zero Energy Ready Home Program, to recognize ZERH homes and ensure "**outstanding levels of energy savings, comfort, health, and durability.**"[29] The DOE promotes the following benefits from zero energy ready homes:

- Improved home experience and lower ownership costs,
- Benefits to home builders, including customer satisfaction and lower liability,
- Support of a more resilient electric grid with lower peak demand, and
- Approximately $150 billion of utility savings and signification jobs benefits.[30]

Legislative change

This strategy would benefit from enabling legislation to allow:

1). Energy use disclosure and benchmarking for all buildings, and

2). An Arizona PACE program to encourage property owners to make energy-related investments and upgrades to buildings using a special property assessment, for both residential and commercial properties.

[28] Learn more: https://zeroenergyproject.org/buy/zero-energy-homes
[29] https://www.energy.gov/eere/buildings/zero-energy-ready-homes
[30] https://www.energy.gov/sites/prod/files/2020/08/f77/Zero%20Energy%20Ready%20Homes-%20Why%2C%20What%2C%20and%20How.pdf

Sustainable Consumption

Flagstaff will move towards sustainable consumption, divert more materials from the landfill through reuse and recycling, and then reduce emissions from the landfill.

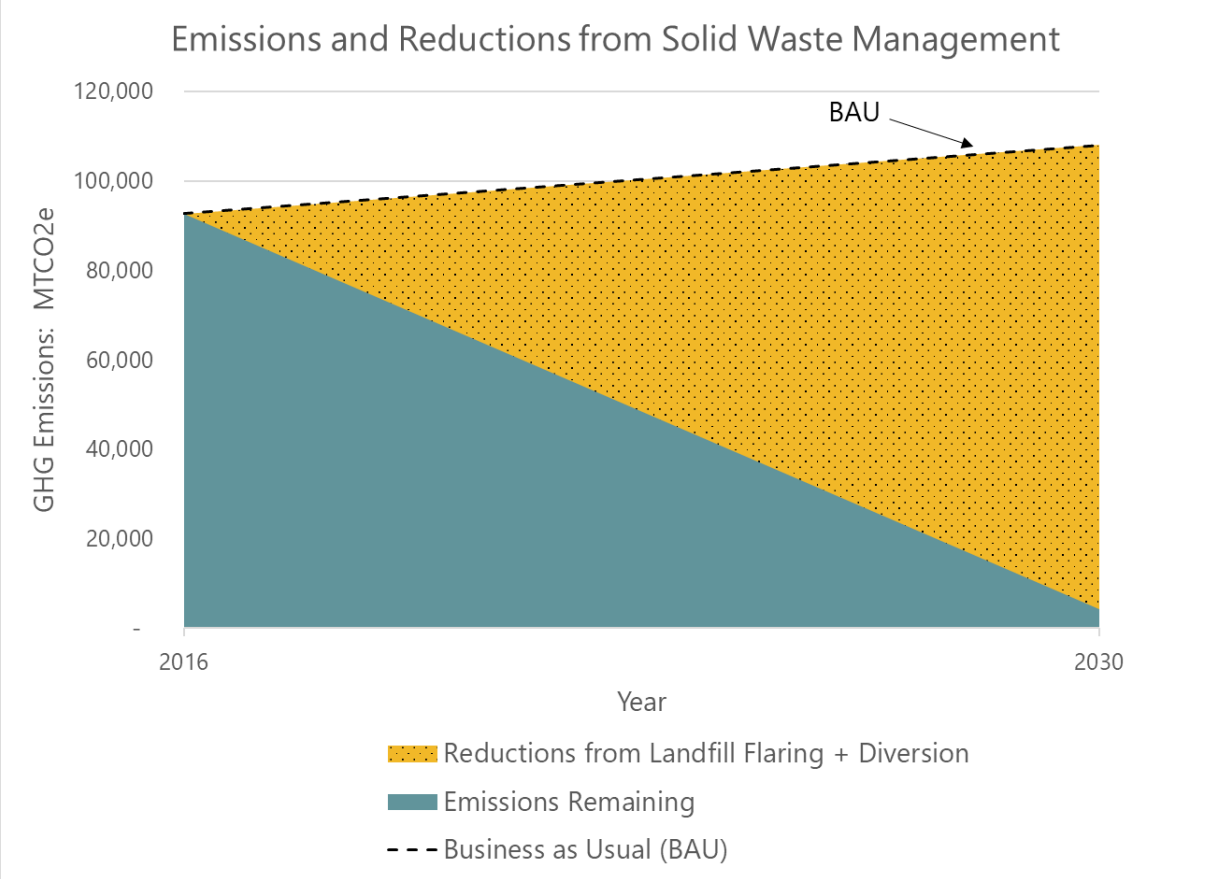


Figure 12: Projected emissions reductions from solid waste management, compared to the emissions in the business as usual scenario.

WHAT IT MEANS

Given our current sector-based inventory methods (see page 157), community emissions related to solid waste come almost entirely from landfill gas, a natural byproduct of the decomposition of organic material. Landfill gas tends to be 40-60% methane, with the rest being carbon dioxide and other non-

methane organic compounds. Methane is a potent greenhouse gas that is 28-36 times more effective than carbon dioxide at trapping heat in the atmosphere over a 100-year period.[31]

HOW WE'LL GET THERE

While reported emissions related to solid waste account for approximately 16% of Flagstaff's current emissions profile, the impact of waste and consumption is likely to be significantly underestimated due to the fact that Flagstaff currently conducts a sector-based rather than a consumption-based inventory (see the Sector-Based Greenhouse Gas Inventory section on page 157). Therefore, many of the prevention actions in this Target Area are expected to have unmeasured beneficial impacts beyond even what can be captured using our current methods of measurement. Additionally, many of the actions in this Target Area offer environmental, economic, and social co-benefits. For example, actions such as rescuing edible food from the landfill and redistributing to food donation programs not only reduces methane emissions, it also helps to address hunger in local communities.

The main strategy in this Plan for managing landfill emissions calls for installing gas collection systems at the Cinder Lake Landfill. This should include pre-installation of a horizontal gas collection system during the construction of the next landfill cell, which is expected to get underway in the next 5-7 years. This next landfill cell will also be lined, which will help maximize the efficacy of the pre-installed gas collection system. Retroactive installation of a gas collection system within the currently open and unlined cells, which are expected to be closed and capped between 2026-2029, may not achieve optimal collection efficiency, but this voluntary action would be supported by the Arizona Department of Environmental Quality. Analysis will need to be conducted to determine the gas collection efficiencies that can be achieved for these unlined cells, and the emissions and reductions projected can be updated as more data becomes available. Flaring was chosen over other potential options (i.e. gas to energy) for the currently open cells after assessing the expected returns and determining that they did not justify the increased price. Flaring has been shown to have a 98% methane destruction efficiency, meaning that it destroys 98% of the gas collected.

The City of Flagstaff ReThink Waste Challenge is a program that joins innovation, equity, and waste minimization. By providing funding to innovative projects focused on decreasing waste, entrepreneurs are better able to implement strategies to decrease waste in the Flagstaff community.

Finally, it should be noted that the ReThink Waste Plan was adopted by resolution in 2018, the same year as the Climate Action and Adaptation Plan (CAAP). These two plans were largely aligned in terms of goals and timelines. Given that the Climate Emergency Declaration has advanced the goals and timelines of the CAAP, the ReThink Waste Plan should also be updated. Indeed, the actions in this target area should be considered a starting point and sneak peek for some of the updates to come in the ReThink Waste Plan.

[31] https://www.epa.gov/lmop/basic-information-about-landfill-gas

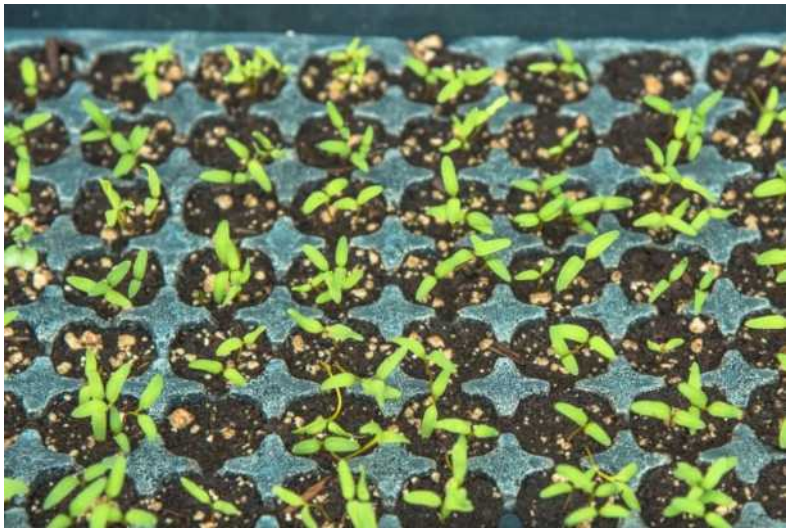
EQUITY AND ADAPTATION CONSIDERATIONS

Equity: Programs to incentivize decreasing waste and overall consumption can be financially beneficial to low and middle income households that produce little waste. The Pay as You Throw pilot program is an example of this, where those who produce little waste will pay less than those who create more. However, some low- and middle-income households inherently produce more waste due to factors such as family size, age, or disability. These factors must therefore be considered when creating and implementing waste reduction programs in order to create effective policies that decrease waste in an equitable manner.

Adaptation: Ideas behind decreasing waste and consumption sometimes rely on purchasing reusable items, under the assumption that all people can afford to buy these items. However, we can learn from the most sustainable among us - those who have decreased waste out of necessity; reusing jars and containers instead of purchasing a new Hydro Flask bottle or package of Tupperware actually does more to decrease consumption. Flagstaff can learn from the ingrained resilience and wisdom of our elders that exists within our community.

TARGET AREA GOALS

Goal	Year
Reduce methane emissions from the landfill by up to 98%	2030
Ensure equal access to recycling services across Flagstaff.	2030
80% community waste prevented and diverted from landfill	2030



STRATEGIES TO ACHIEVE SUSTAINABLE CONSUMPTION

SC-1: Manage emissions from the Cinder Lake Landfill.

Opportunities for action:

1. Establish gas capture and flare systems at the Cinder Lake Landfill.
2. Explore the feasibility of a large-scale digestion or other composting mechanisms.

SC-2: Encourage sustainable consumption.

Opportunities for action:

1. Expand educational programming to encourage sustainable consumption by residents and businesses.
2. Collaborate with local and regional partners to reduce construction and demolition waste.
3. Encourage low-carbon food consumption.

SC-3: Divert more waste from the landfill.

Opportunities for action:

1. Convert the materials recovery facility (MRF) to a transfer station to expand allowable recyclable materials and increase diversion from landfill.
2. Utilize MRF space for a Center for Hard to Recycle Materials (CHARM). Host regular community events and drop off days at this facility and partner with businesses to divert the material.
3. Incorporate residential "Pay as you Throw" volumetric pricing to divert more waste from the landfill.
4. Complete waste characterization study to identify recoverable materials that create economic development opportunities.

SC-4: Reduce organic waste going to the landfill and reduce food insecurity.

Opportunities for action:

1. Expand composting services to reduce food waste and yard waste going to the landfill, starting with a drop off composting service for residential customers and eventually offering curbside collection service.
2. Offer a composting service to commercial customers.
3. Expand educational programming to prevent wasted food in households and businesses.
4. Work with local partners and provide municipal support and resources to maximize food rescue and redirect that food to help address food insecurity in our community
5. Incentivize or mandate the use of locally produced compost to increase demand.

The importance of developing a market for compost material

A composting operation large enough to accept Flagstaff's organic waste will be a major financial investment. In order for the operation to be successful, there needs to be a robust market to sell finished compost and drive greater organic waste diversion. If there is too little demand for compost material, the price of the material will be too low to justify the investment. Thankfully, there are great examples of jurisdictions across the county that we can look to for examples of how to boost demand for compost material. States such as Washington, Oregon, and others require its use in highway development and stormwater infrastructure, while other communities encourage the use of compost as part of new housing developing. Not only does this help sustain composting programs but it also improves soil quality and sequesters carbon.

Water Security

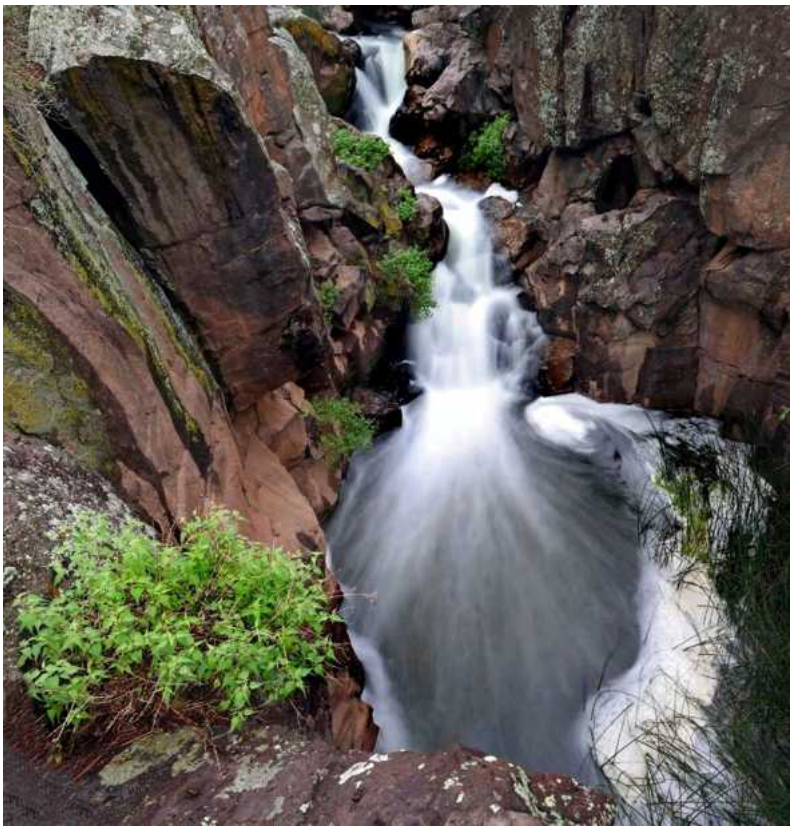
Flagstaff will ensure that water resources are distributed equitably and sustainably, the community is empowered to use water efficiently, and water and wastewater treatment minimizes greenhouse gas emissions.

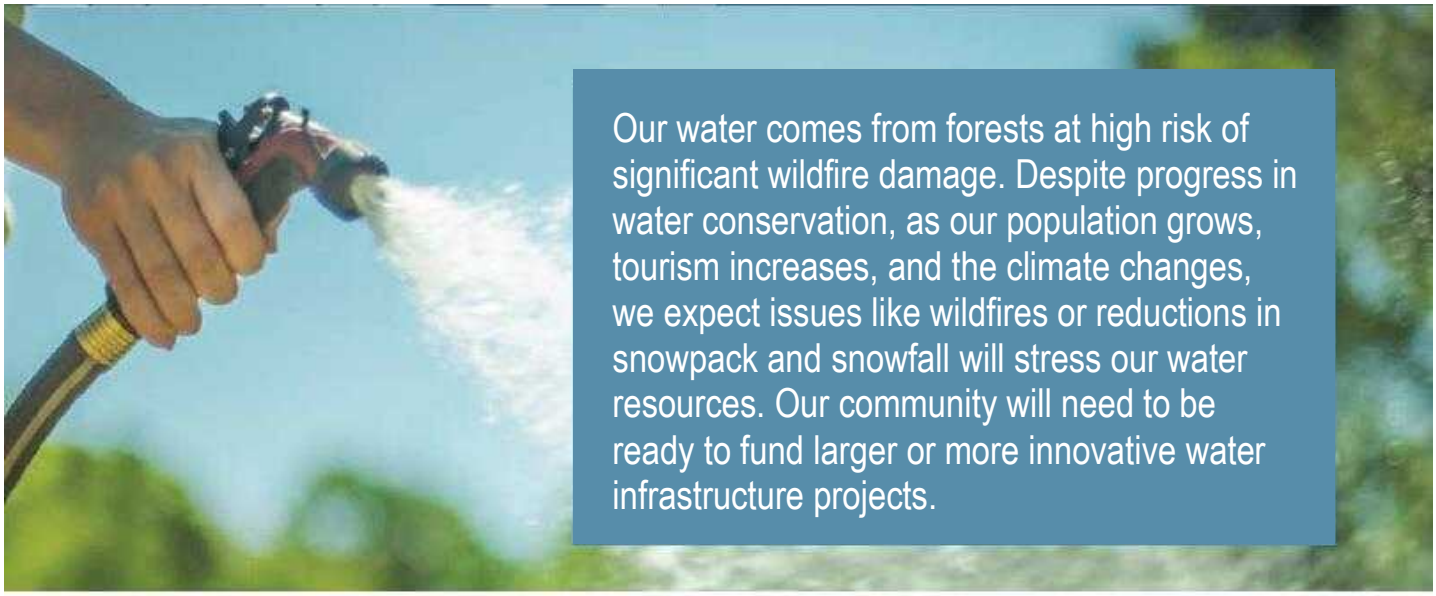
WHAT IT MEANS

Water Security refers to the surface water, groundwater, and reclaimed water that serve our residential, commercial, industrial, institutional, recreational, and agricultural needs. It includes 100-year water supply planning, diversification of the water supply portfolio, and conservation to sustain our water supplies and quality for future generations.

The treatment and conveyance of Flagstaff's water supply and wastewater emit a considerable quantity of greenhouse gas emissions. Actions to minimize water use and optimize treatment and conveyance processes can help lower the community's greenhouse gas footprint.

Nearly 80% of Flagstaff's water comes from forests at high risk of significant wildfire damage. Despite progress in water conservation, as our population grows, tourism increases, and the climate changes, we expect water demand to increase while climate change stresses our water resources.





Our water comes from forests at high risk of significant wildfire damage. Despite progress in water conservation, as our population grows, tourism increases, and the climate changes, we expect issues like wildfires or reductions in snowpack and snowfall will stress our water resources. Our community will need to be ready to fund larger or more innovative water infrastructure projects.

Water Supply, Quality, and Infrastructure
Vulnerability to Climate Change

By 2100, Flagstaff communities are likely to face:

HIGH VULNERABILITY	MEDIUM-HIGH VULNERABILITY	HIGH VULNERABILITY
Reduced water availability and increased demand are expected to accelerate the need to develop new water supply projects.	More wildfire, drought, and flooding are likely to impair water quality.	More wildfire and flooding is likely to significantly damage natural and human-made water infrastructure.

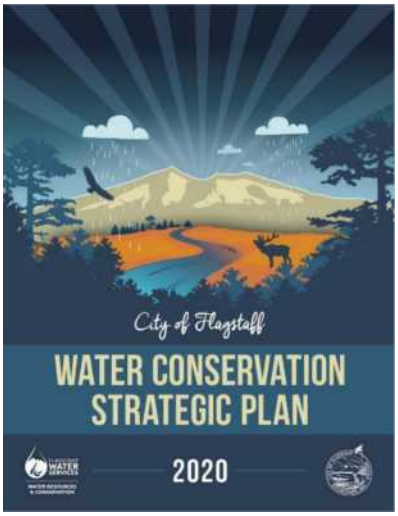
HOW WE'LL GET THERE

The City of Flagstaff works to provide water, wastewater, and stormwater services that meet the present and future environmental, health and safety needs of the community. A reliable water supply is essential to maintaining our community's economic vitality and overall sustainability. The City works in a variety of ways to ensuring water security and sustainability:

- The City of Flagstaff has been using reclaimed water to off-set potable water used for irrigation since 1966.
- The City's Water Conservation Program provides numerous incentives to Flagstaff residents for water conservation measures including rainwater harvesting, changing out high water use fixtures, and efficient landscapes.
- The City has tiered water rates for the single-family residential sector, the highest water use category by volume.
- The City's Water Services Division has conducted energy audits of their water and wastewater treatment facilities to identify ways to reduce energy consumption.
- Due to water conservation efforts of the City and residents, water use per capita has decreased approximately 50% in the past 40 years.
- The City of Flagstaff has a 100-year Designation of Adequate Water Supply from the Arizona Department of Water Resources, demonstrating the City's commitment towards securing a long-term water supply.
- The City will ensure that Flagstaff has adequate water supplies, now and into the future. The City of Flagstaff Water Services Division is working to meet the present and future needs of the Flagstaff community through long-term planning, upcoming rate studies, and continuing conversations with the community. The City will employ a variety of strategies to achieve its climate and water goals, such as: Conserving water through infrastructure that enables and expands water reuse.
- Maintaining forests and ecosystems through management is vital for watershed function and health.
- Reducing water use through conservation, reducing the use of energy for water delivery and treatment and protecting vital resources.
- Promotion of natural drainage systems and low impact development to reduce flooding and stormwater issues that may be exacerbated under future climate conditions, as well as recharge aquifers.

Additionally, the City of Flagstaff will work to better understand the greenhouse gas emissions from water production, delivery, and wastewater treatment in the public and private sectors. It will begin to track the kilowatt hours (kWh) and greenhouse gas emissions per gallon of water produced, for both potable and reclaimed water.

The **Flagstaff Water Conservation Strategic Plan** was adopted in December 2020, to plan for the expansion and improvement of water conservation efforts at the City of Flagstaff. The Plan recommends implementing expanded water conservation efforts to improve Flagstaff's sustainability as a community through long-term water resource reliability. Conservation is the least expensive means of meeting future water supply needs for the Flagstaff area.



Two policy proposals developed through this Strategic Plan are particularly relevant to climate action:

1. Amend the City of Flagstaff plumbing code to require WaterSense certification for new faucets, showerheads, and toilets.
2. Improve landscape design standards (including increased passive and active rainwater absorption) as well as the removal of problematic plants from the current landscape design plant list.

TARGET AREA GOALS

Goal	Year
Ensure a secure and sustainable water supply that is accessible and affordable in the face of climate change impacts.	2030
Conserve community water resources by maximizing water efficiency and supporting innovations in water resources, including within stormwater, groundwater, surface water, and reuse systems.	2030
Reduce greenhouse gas emissions from water production and delivery and wastewater treatment in the public and private sectors.	2030

STRATEGIES TO ACHIEVE WATER SECURITY

WS-1: Improve water infrastructure and expand water reuse.

Opportunities for Action

1. Evaluate the greenhouse gas emissions and financial impacts of potable reuse, water importation, and groundwater pumping.
2. Incorporate enhanced energy efficiency and smart controls into water production and wastewater treatment designs on new projects and upgrades of existing equipment.
3. Increase the efficiency of municipal irrigation systems and practices.
4. Purchase backup generators for the Flagstaff water and wastewater infrastructure system in order to achieve the City Council's goal of providing a "sustained minimal" level of water services in the event of a catastrophic power loss.
5. Evaluate the viability and costs of new advanced reclaimed water treatment technologies to increase water quality for potable reuse.
6. Update the Water Resources Master Plan to ensure a long-term sustainable and secure supply when faced with climate-related hazards.
7. Evaluate options for enhancing resiliency of the reclaimed water system, such as additional storage and looped piping.

WS-2: Improve ecosystem management for protection of water resources.

Opportunities for Action

1. Maximize groundwater recharge, such as by prioritizing the use of reclaimed water to recharge aquifers and protecting recharge zones in perpetuity.
2. Evaluate landscape and stormwater codes for suitability with projected changes in temperature and precipitation, and how effectively the codes support the development of green infrastructure.

WS-3: Continue to support water conservation efforts across the Flagstaff community.

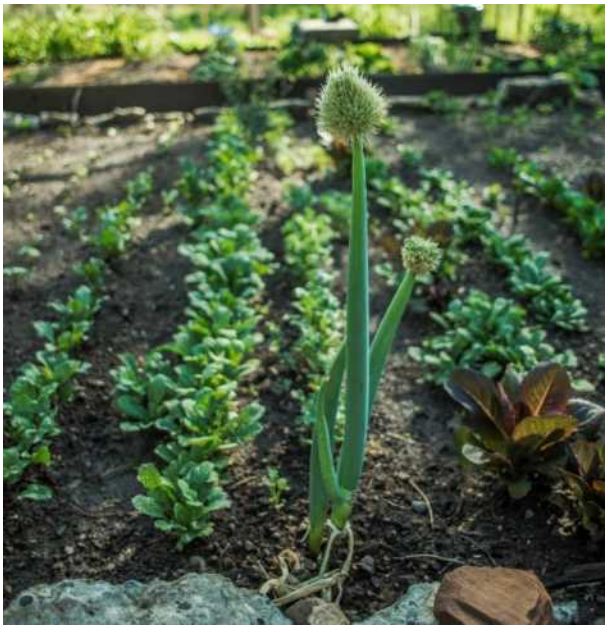
Opportunities for Action

1. Expand public education on water conservation and the "one water" concept, which says that all water is reusable.
2. Work with high water users within the non-residential customer classes to maximize water use efficiency.
3. Develop policy and processes to evaluate water use and community benefits such as economic development when permitting new businesses and community events.
4. Evaluate the viability of introducing various water conservation requirements for new construction, such as rainwater harvesting for irrigated spaces.
5. Create a repair loan program for City customers to encourage repairs to aging water infrastructure in homes and businesses.
6. Increase participation in water conservation incentives and rebates for indoor and outdoor water use efficiency, as recommended by the City's 2020 Water Conservation Strategic Plan.

WS-4: Maximize passive and active community rainwater infiltration.

Opportunities for Action

1. Increase implementation of low impact development and water programs, including rainwater harvesting, the low impact development ordinance, and the NPDES Section 402 Program.
2. Maintain the rural floodplain ordinance.
3. Commit funding for new and the replacement of old stormwater infrastructure to ensure adequate sizing to accommodate anticipated precipitation changes.
4. Create a watershed management plan.



WATER SECURITY TENSIONS

A reliable water supply is essential to maintaining our community's economic vitality and overall sustainability. The City's Designation of Adequate Water Supply links water supply to future water demands for all unbuilt plats and parcels in Flagstaff, planning 100 years into the future. However, climate change poses threat to Flagstaff's water supply, requiring us to make difficult decisions as we work to provide water security for the community. The majority of Flagstaff's water is sourced from the C aquifer, an underground water source that is maintained (recharged) largely through the melting of snowpack and reclaimed water discharged into the Rio de Flag. Climate change will shift more of Flagstaff's precipitation from snowpack to rain, which could decrease aquifer recharge. Continuing to be innovative and focused on water efficiency and water conservation is essential going forward.

The other primary source of Flagstaff's water supply is surface water from Upper Lake Mary and water from the Inner Basin of the San Francisco Peaks. Both supplies are within forested, undeveloped watersheds of the Coconino National Forest, and at high risk for wildfire. Protecting these supplies from catastrophic wildfire is a key priority of the City, with watershed health programs funded through a water rate designated for that purpose. What are options for future water sources? One option is to expand groundwater development onto the City's Red Gap Ranch, located 40 miles east of Flagstaff with access to the C-aquifer, the area's largest and deepest underground water source. While this option ensures access that would increase the City's groundwater resource capacity, pumping and transportation infrastructure would be needed to deliver water to Flagstaff, including a 40-mile pipeline and booster stations to bring the water up 2,000 feet of elevation to the city. The water at Red Gap Ranch is slightly saltier than Flagstaff's current water supply and may need treatment before consumption, a process that would further increase energy use for the production of this water.

Another option is to investigate the opportunity for storm water to either serve as a water supply or to offset potable water uses.

Lastly, is the significant opportunity Flagstaff has to advance the treatment and reuse of reclaimed water. Increased use of reclaimed water whether directly or via recharge lessens demand on other water sources. However, this framework would require difficult community and municipal discussions of current water management systems and would involve new expensive treatment infrastructure development to accommodate the framework's implementation.

Flagstaff's current water supply is also subject to higher demand as the city's population and visitation increase. Adjusting current water management to include future demand will require the City to seek out new innovative solutions and consider the cost of building new infrastructure as well as the associated long-term greenhouse gas emissions. As Flagstaff considers future water security and its climate goals, the City will have to weigh the emissions, financial implications, and long-term resilience associated with various water sources and management strategies.

PRIORITY FOUR: WE WILL UPHOLD OUR COMMITMENTS

- Healthy Forests and Open Spaces
- Health and Safety
- Economic Prosperity
- Carbon Dioxide Removal

Healthy Forests and Open Spaces

Flagstaff will support thriving local ecosystems that are resilient to climate change, publicly accessible, and store carbon dioxide.

WHAT IT MEANS

Healthy Forests and Open Spaces refers to ecosystem health, environmentally sensitive lands, plants, soils, and wildlife in the context of the conservation and protection of natural systems. This target area also includes open spaces that protect environmental quality and biodiversity, support tourism, and protect historic and cultural resources.

Flagstaff is fortunate to have a bounty of beautiful natural spaces that provide multiple benefits for the community, including the provision of clean air and water, recreational opportunities, and wildlife habitat. Many of Flagstaff's natural systems and surrounding natural areas will be impacted by climate change, threatening important services such as water filtration, flood abatement, recreation, and fire protection. Changes in temperature, snowpack, and the abundance of diseases and pests will stress Flagstaff's surrounding forests and the species that depend on them. Although not formally accounted for in Flagstaff's greenhouse gas emissions inventory, natural ecosystems such as forests capture and store carbon, acting as a greenhouse gas "sink." Proper ecosystem management can optimize this process of carbon sequestration, as well as minimize the potential risk of greenhouse gas emissions from wildfires.

The ponderosa pine forests of northern Arizona have existed for thousands of years and evolved to benefit from frequent fires ignited by both seasonal monsoonal weather patterns and cultural burning practices. Unfortunately, more than a century of fire suppression-based management has left the forest in an altered condition. These changes threaten Flagstaff's natural resources, economy, infrastructure, and quality of life, which negatively impact recreation and tourism-based economies.

The threats and preventive solutions are complicated but well understood. Restoring the forest to its natural, fire adapted pattern can mitigate unnatural wildfire threats. Long term forest restoration strategies will also stabilize and enhance carbon storage. Collaborative efforts that involve agencies, communities and stakeholders are required to advance risk reduction projects.

Forest Health and Wildfire

Vulnerability to Climate Change

By 2100, Flagstaff communities are likely to face:

HIGH VULNERABILITY	HIGH VULNERABILITY	MEDIUM-HIGH VULNERABILITY	HIGH VULNERABILITY
Overall declines in forest health and widespread forest loss due to wildfires, drought, pests, and invasive species.	Larger, more frequent stand-replacing wildfires.	Larger, more frequent flooding after wildfires. More floods in general.	More beetle infestations and invasive species due to warmer, drier conditions.

Good Fire and Bad Fire

Fire plays a central role in structuring and regulating the function of forest ecosystems. The ponderosa pine ecosystem surrounding Flagstaff evolved to tolerate and flourish amidst regular fires of lower intensity. Low-severity fires are a natural part of Flagstaff's ecosystem – and a key component of the health of our forests. This is what we refer to as '**good fire,**' which burned young trees and forest floor materials.

As the Flagstaff region grew in the second half of the 20th century, the natural fire regimes were interrupted through fire suppression. Fire was often viewed as bad, leading to efforts to prevent or reduce the growth of all wildfires. This continual fire suppression in the forests of the western US resulted in substantial changes to forest structure, composition, and function. This resulted in dense forests and hazardous amounts of fuels in the forest, leading to the high-severity, stand-replacing fires we see across the west today.

Ecological restoration and fuels reduction programs – such as thinning or prescribed fires - attempt to assist in the recovery of ecosystem function in forests where the fire regime has been disrupted. This is an attempt to restore 'good fire' to the landscape. As Flagstaff seeks to restore forest health and become a fire adapted community, the community will need to continue conversations on how to support a fire-adapted forest and encourage the 'good fire' that is essential for our ecosystem.

Adapted from the Northern Arizona University Ecological Restoration Institute's online resource on ponderosa pine ecosystems: https://eri.nau.edu/research-topic/ponderosa-pine-ecosystem/

Walker Lake - Then and Now

These two photos document the same place – Walker Lake, north of Flagstaff – and illustrate the landscape changes after decades of fire exclusion.

Top photo: Walker Lake in 1875 by John Hillers

Bottom photo: Walker Lake in 2004 by Neil Weintraub

HOW WE'LL GET THERE

Environmental systems—including the Rio de Flag watershed, grasslands, wildlife corridors, cultural sites, sites of community significance, and biodiverse wildlife and plant habitats—provide benefits to the Flagstaff community. Ensuring that the forests in and around Flagstaff are healthy can reduce wildfire risk, increase climate resilience, and sequester carbon by facilitating the historic ponderosa pine ecosystem.

The City of Flagstaff is working to reduce the risk of unnaturally severe wildfires, restore the structure, pattern, composition, and health of fire-adapted ecosystems, and provide for wildlife and plant diversity. Much of this work depends on our ability to secure funding, work with regional and federal partners, and support forest-product industries. Focus areas include:

1. Developing sustainable, appropriately-scaled business models to harvest, process, and sell the wood products removed during ecological restoration-based thinning.
2. Transforming fire management policies and funding to better support the implementation of ecologically appropriate fire.
3. Developing new collaborations and funding sources to ensure that we can achieve the desired forest health outcomes across priority landscapes.
4. Increasing public engagement and education to help prevent wildfires. As Flagstaff's populations grows and vulnerabilities increase, there may be an increase in human-caused fires. Educational outreach programs can help to prevent unnatural, high-severity wildfires caused by human activity.

Building on a track record of forward-thinking wildland fire management

In 1997, the City of Flagstaff established a Wildland Fire Management Program (WFM) to address wildfire risks within City limits. The mission of WFM is to protect Flagstaff's residents, resources, and priority watersheds from the effects of catastrophic wildfire. Our vision is a community where Flagstaff thrives due to the Wildland Fire Management program's ability to leverage its unique skills and knowledge with Wildland Fire Response, Forest Management and Firewise community engagement. This program has evolved to include multi-jurisdictional fire management and forest health partnerships.

In November 2012, residents of Flagstaff overwhelmingly approved a $10 million bond to support forest restoration work within key watersheds on the Coconino National Forest and on State and City lands. The Flagstaff Watershed Protection Project, led by the Wildland Fire Management Program, is a unique effort where forest restoration work on the National Forests is being funded by a municipality. This $10M investment is designed to mitigate between $573 million and $1.2 billion in future costs.

During the summer of 2020, the City of Flagstaff developed an innovative way to further invest in the prevention of undesirable wildfire impacts. The Water Resource and Infrastructure Protection fee is now included on City of Flagstaff water services monthly bills. This fee will support the Flagstaff Fire Department's Wildland Fire Management Program's ability to protect Flagstaff and its priority watersheds from the effects of catastrophic wildfire. A fee of $0.52 per 1000 gallons of water used will provide a reliable and stable source of funding for the Wildland Fire Management Program.

The continuing work to improve forest health, transform fire management, and protect public health is multi-faceted. Forest health and open space work often depends on diverse partnerships, complex projects, or decades-long planning efforts.

Carbon sequestration in fire-prone forests

Flagstaff's forests sequester carbon from the atmosphere. How do forest health improvements relate to carbon sequestration? Research at the University of New Mexico and the USDA Forest Service provides actionable information on the long-term carbon benefits of reducing high-severity risk:

Research Brief for Forest Managers: Carbon Sequestration in Fire-Prone Forests
Matthew Hurteau, University of New Mexico.
Malcolm North, USDA Forest Service, PSW Research Station

"As trees grow, they sequester carbon from the atmosphere, some of which is converted to wood. Carbon removed from the atmosphere and stored in trees provides a **climate mitigation benefit…**. On lands that are currently forested, increasing the climate mitigation benefit is more complicated than increasing the amount of tree biomass per unit area. **The role of disturbance in forested systems must be considered** since large-scale disturbances such as wildfire can release carbon back to the atmosphere."

"In the western United States, a long period of fire suppression has increased tree density and fuel accumulation. In forest types that were historically maintained by frequent, low-severity fire, fire suppression has increased the risk of high-severity wildfire. Fuels reduction treatments to reduce this risk and restore forests to a more open, fire-resistant structure are being widely implemented. These treatments **carry a near-term carbon cost** because standing tree biomass is reduced to reduce the risk of high-severity fire."

"However, **there are long-term carbon benefits from reducing high-severity fire risk.** By reducing tree density and fuels, and retaining large, fire-tolerant species, **carbon loss is reduced when a wildfire occurs.** Forest management based on ecosystem-specific practices will likely yield the greatest benefit in carbon storage and long-term stabilization."

"Management Implications:

- Consolidating carbon stocks in fewer, larger trees reduces the risk of carbon loss from fire.
- The pre-suppression forest structure provides the best target from maintaining sustainable carbon stocks and ecological function."

To review the full research brief and reference papers, see:
https://ucanr.edu/sites/CentralSierraForestry/files/330089.pdf

A few illustrative partnership efforts to date include:

- The **Greater Flagstaff Forest Partnership** is an alliance of environmental, governmental, and business organizations, working on forest ecosystem restoration in and around Flagstaff. GFFP has been supported by the City of Flagstaff since 1996.
- **Community volunteer events** on Flagstaff's legally designated open space properties remove invasive weeds that threaten natural ecosystems.
- The City has procured multiple rounds of grant funding to distribute HEPA air purifiers to residents who struggle during poor air quality events.

- In 2021, the Flagstaff Fire Department partnered with Summit Fire and Medical District, the International Association of Fire Chiefs, and the Nature Conservancy's North America Fire Program partnered together to host the first Prescribed Fire Training Exchange (TREX) in Arizona. This exchange brought together structural and wildland firefighters from nine agencies and partners in northern Arizona. The Flagstaff TREX crew accomplished 881 acres of prescribed fire on city and federal lands while training in prescribed fire, land management, the wildland-urban interface, and smoke management.

Flagstaff's Open Spaces

The Flagstaff community has access to over 3,000 acres of legally-designated open space properties within the City of Flagstaff limits, including Picture Canyon Natural and Cultural Preserve, Observatory Mesa Natural Area, and McMillan Mesa. These areas are managed to provide recreational and educational opportunities. Open Space Stewards – volunteers from our community – assist the City in maintaining open spaces and engaging the public.

To many Flagstaff area residents, open space is the defining feature of Flagstaff's character and attraction. Open space defines the region's quality of life, protects the region's ecological health, supports existing and future economic development, and preserves historic and cultural resources.

To ensure the continued preservation and sustainable enjoyment of our open spaces, the City works to improve the management of its 3,069 acres of protected open space. The City strives to improve ecosystem protection and open space access, such as through improved land management, improving trail linkages to open spaces, or developing partnerships with nearby landowners. Over the coming decades, the City seeks to identify and fund management at $100 per acre of designated open space.

Native plants and invasive weed control

Climate change can increase the damage done by invasive weeds. As the climate changes and as Flagstaff grows, the importance of native plants increases. Incorporating low-water native plants and climate-adapted native plants into Flagstaff's developed areas and neighborhoods helps to conserve water resources, provides habitat for animals and pollinators, and increases community resilience.

An increased focus on supporting native plants and removing invasive weeds will help Flagstaff to sustain our natural landscape. This will require engaging volunteers, creating regional partnerships, and engaging with the community. A coordinated strategy can support native plants in the built environment and natural landscapes. City standards and processes can also be revised to better support native plant restoration and control invasive weeds.

Finally, a changing climate will stress Flagstaff's dominant ponderosa pine ecosystem. Proactive land management can include collaborations to help Flagstaff plant communities adapt to a changing climate or restore areas after disturbance.

TARGET AREA GOALS

Goal	Year
Maintain ecosystems within and outside of the City of Flagstaff as dependable sources of recreation, economic prosperity, biodiverse plant and wildlife habitat, cultural identity, and spiritual connection in the face of a changing climate and expected ecosystem transitions.	2030
Strengthen ecosystem resilience to climate change with a focus on benefits provided by local ecosystems, including forests, watersheds, and wildland-urban interface areas.	2030
Incorporate the use of climate-adapted native plants in landscaping and restoration work in the built environment.	2030

STRATEGIES TO ACHIEVE HEALTH FORESTS AND OPEN SPACES

HF-1: Protect existing forests, resources, and meaningful open spaces.

Opportunities for Action

1. Support planning and zoning efforts that protect natural resources, including surface water resources.
2. Reduce urban encroachment into the forest, such as by promoting infill development as supported in the Regional Plan.
3. Integrate leave no trace into City programming, including Open Space, Parks and Recreation and the Flagstaff Fire Department programs.
4. Create dedicated funding for outreach and education related to the importance of Open Space preservation and to meet the changing needs of the Open Space section.
5. Increase funding for the procurement and management of legally designated open spaces.
6. Work with partners to map invasive plant infestations, seek funding and organize effective and well-coordinated programs, and work with development projects to create invasive species and weed management plans, to control invasive plant species across all jurisdictions.
7. Offer education, assistance, and incentives to private property owners to control invasive plant and weed species and replace them with climate-adapted native plants on their land.
8. Increase funding to manage the most aggressive and difficult to control weeds that have the greatest potential for negative environmental impacts, to replace them with climate-adapted native plants.

HF-2: Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.

Opportunities for action

1. Identify additional permanent funding from the City of Flagstaff to support forest health improvements to reduce wildfire risk and provide ecosystem service protection.
2. Establish long-term governmental agreements with federal, state, local, tribal, non-profit and private partners to restore and maintain the national fire-adapted structure and pattern through forest thinning, prescribed burning, post-treatment monitoring, and invasive weed control.
3. Support restoration-based forest product industry innovation to use the abundant forest products resulting from forest thinning and restoration.
4. Increase capacity of year-round wildland fire staffing.
5. Support the transformation of state and federal policies that promote wildfire risk reduction.

HF-3: Educate the public on forest health and wildfire risk reduction.

Opportunities for action

1. Expand supportive programming and public awareness campaigns on the linkages among human-caused fires and public health, quality of life, ecological resources, and carbon dioxide removal, targeted at both Flagstaff residents and visitors.
2. Increase City of Flagstaff staffing and resources for outreach and education related to forest health.
3. Increase capacity for Firewise programming and wildland-urban interface (WUI) code enforcement within Flagstaff neighborhoods.
4. Increase awareness of the need for home hardening and the resources available to support residents in home hardening and fire wise activities.

HF-4: Support innovation in the forest health and wildland fire sectors.

Opportunities for action

1. Calculate for the carbon stored in Flagstaff's open spaces, forested areas, and regional forests, to understand carbon impacts of both forest health improvements and high severity wildfires.
2. Build collaborations and promote shared investment in forest health and carbon dioxide removal industries.
3. Support innovation in the forest products industry.
4. Support the use of public and private land to allow for establishment of forest product industry operations.

HF-5: Encourage diverse native plant ecosystems in the built environment.

Opportunities for action

1. Expand current incentive programs to encourage low-water and climate-adapted native landscaping.
2. Strengthen current zoning code requirements for native landscaping to include the use of climate-adapted varieties of native species that can survive in changing conditions.
3. Develop a municipal strategy for identifying and utilizing climate-adapted native plants.
4. Provide educational opportunities for residents to learn about the techniques and benefits of native and climate-adapted landscaping.

HF-6: Proactively manage for expected ecosystem transitions, including the potential threats to ponderosa pine forests.

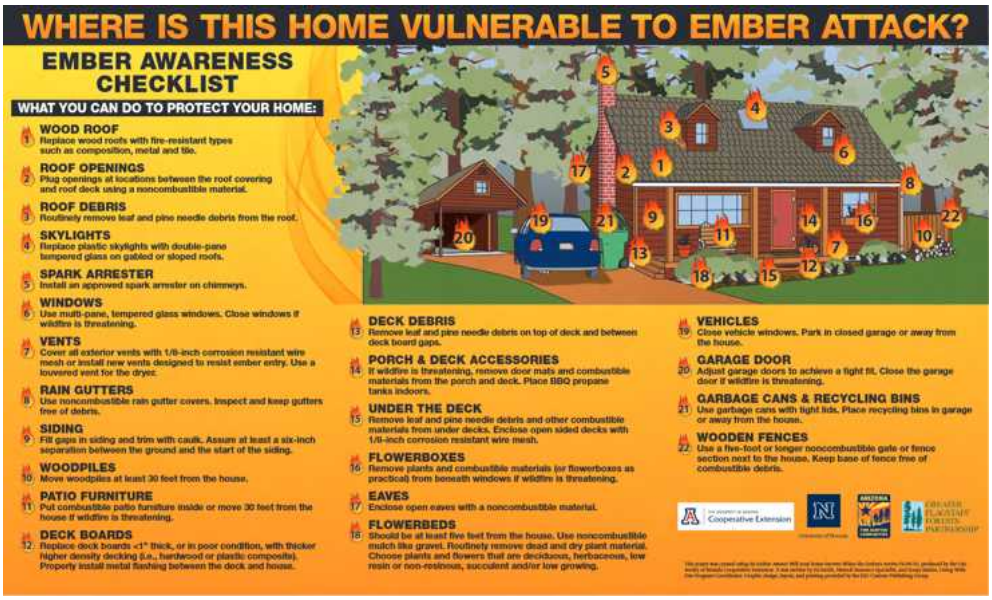
Opportunities for action

1. Collaborate with the research community and on-the-ground partners on projects related to assisted migration and identification of plant varieties that are more tolerant of future climate conditions.
2. Partner with land managers to increase the use of climate-adapted native plants in all restoration efforts.
3. Implement an education campaign related to climate change and ecosystem/vegetation adjustments and resulting impacts in Flagstaff's natural areas.

Evolving Wildfire Risks

As Flagstaff prepares for the future, residents and businesses will need to prepare for changing wildfire risks. As the West's devastating fires of the last decade have shown, homes far from the wildland-urban-interface (WUI) are at risk. Residents are encouraged to not only 'firewise' their properties but to also 'harden' their homes in the event of 'ember attacks'. The City encourages to look beyond their properties and to help create both firewise neighborhoods and a fire-adapted community.

The above graphic depicts three home ignition zones, extending up to 100 feet from the house. Source: National Fire Protection Association (NFPA)



A home hardening flyer was created by the Greater Flagstaff Forest partnership and partners.

NATURAL ENVIRONMENT TENSIONS

Proponents of land conservation and affordable housing have rarely seen common ground they may occupy. These two interests are often pitted against one another in development agreements and among scarce funding opportunities. Both parties are experiencing unprecedented challenges to protecting places and providing for people.

The accelerating growth and fragmentation of protected open spaces is one of the greatest challenges to the preservation of natural areas. Every year, millions of acres of woodlands and natural areas are developed. The results too often have produced fragmented wildlife habitats, loss of a sense of place, disruption to critical ecosystems, and excessive stormwater discharge into wetlands and waterways.

All the while, the gap continues to widen between wages and housing costs. Housing prices are accelerating faster than wage increases, exacerbating the housing shortage for low- and moderate-income community members, including our teachers and police officers. In 2018, the National Low Income Housing Coalition ranked the State of Arizona as having the 25th highest hourly wage needed to afford a two-bedroom rental in the nation.[1] According to the analysis, a renter must make $18.46 per hour to afford a two-bedroom rental; at the 2017 minimum hourly wage, that would necessitate a 70-hour work week.

Sustainable communities have good jobs, adequate housing, and a strong sense of place derived from local natural and cultural resources. How does a community move forward? There are promising trends for conservation-based affordable housing and strategies for forging more creative partnerships between land conservation and affordable housing. By addressing community needs for housing and natural resource protection together and engaging community members in the process, conservation-based affordable housing developments can generate new public and political support. The best examples reflect the need for connections to ensure the strategic protection of conservation areas, are appropriate to the conservation intent, and are located to least disturb resources while being near jobs, services, and transit opportunities.

1 "Out of Reach: The High Cost of Housing". National Low Income Housing Coalition. 2018. https://nlihc.org/sites/default/files/oor/OOR_2018.pdf.

Health and Safety

Flagstaff will take proactive steps to protect and improve health, provide reliable and multi-faceted access to health services, prepare for disruptive change, and increase infrastructure and emergency response system resilience.

WHAT IT MEANS

Climate change will impact health across the Flagstaff community. These impacts will range from acute risks like wildfire to more distributed impacts like increases in allergens. While the list of health impacts is extensive, pertinent examples include:

- Extreme heat and wildfire smoke are significant risks for disproportionately impacted communities such as Flagstaff's outdoor workers, the elderly, the very young, and low-income populations.
- Extreme heat kills more people in the US than any other weather event. Flagstaff will experience more days over 90 degrees as regional temperatures warm. While this is not extreme heat when compared to most other places in Arizona, Flagstaff does not possess the infrastructure or systems to deal with extended extreme heat. Many homes lack air conditioning or proper ventilation, and risks are particularly higher for elderly and low income populations, as well as those living in older buildings that don't have updated climate control infrastructure.
- Increased wildfire risk will stress emergency services and expand wildfire risk areas to encompass more homes. Increased severity and frequency of wildfires are highly likely to lead to loss of homes, challenges to businesses, damage to infrastructure and even loss of life. Both fires and flooding often necessitate temporary evacuations, that can potentially lead to long-term displacement or homelessness.
- Post-fire flooding is a substantial risk that can wreak havoc for years or even decades after an initial fire, leading to injury, loss of life, significant stress, displacement, and other long-term health impacts.
- Climate change is already changing vector (mosquito) densities and ranges and there is potential for increases in the prevalence of various diseases and parasites.
- Climate change will increase the frequency of extreme events – increasing the severity of both winter and monsoon storms. These storms can cause direct and indirect health challenges, from home flooding and traffic collisions to decrease in access to services or difficulties stemming from limited mobility.
- With rising temperatures globally, we will likely see an influx of individuals experiencing homelessness as people try to escape extreme heat in southern climates. This may increase the potential for life-threatening situations along with the increase in wildfires. An increase in interactions among city dwellers and individuals experiencing homelessness has the potential to

cause friction or lead to the further alienation of some of our most disproportionately impacted community members.

- As the changing climate leads to increased global conflicts and pressures on all environmental, social and financial systems, individuals and community will experience increased stress and mental health challenges.
- Climate change increases the risk of global pandemics, as environmental and land use changes lead to increased interaction among animals and humans.

These risks and vulnerabilities, among others, will increase the pressure on our environmental, social, governmental, public safety, and public health systems. These systems and associated services rely at least partially on community funding, illustrating the financial challenges of climate change. The Flagstaff community will be faced with difficult choices about how to use limited financial resources to protect health and reduce risk.

Shifting from a fire season to a fire year

Flagstaff is situated in the middle of a ponderosa pine forest, a fire-adapted ecosystem with a long history of fires. As the climate changes and the southwestern United States has remained in historic drought conditions, fire professionals and federal agencies are shifting from thinking of a 'fire season' to a 'fire year':

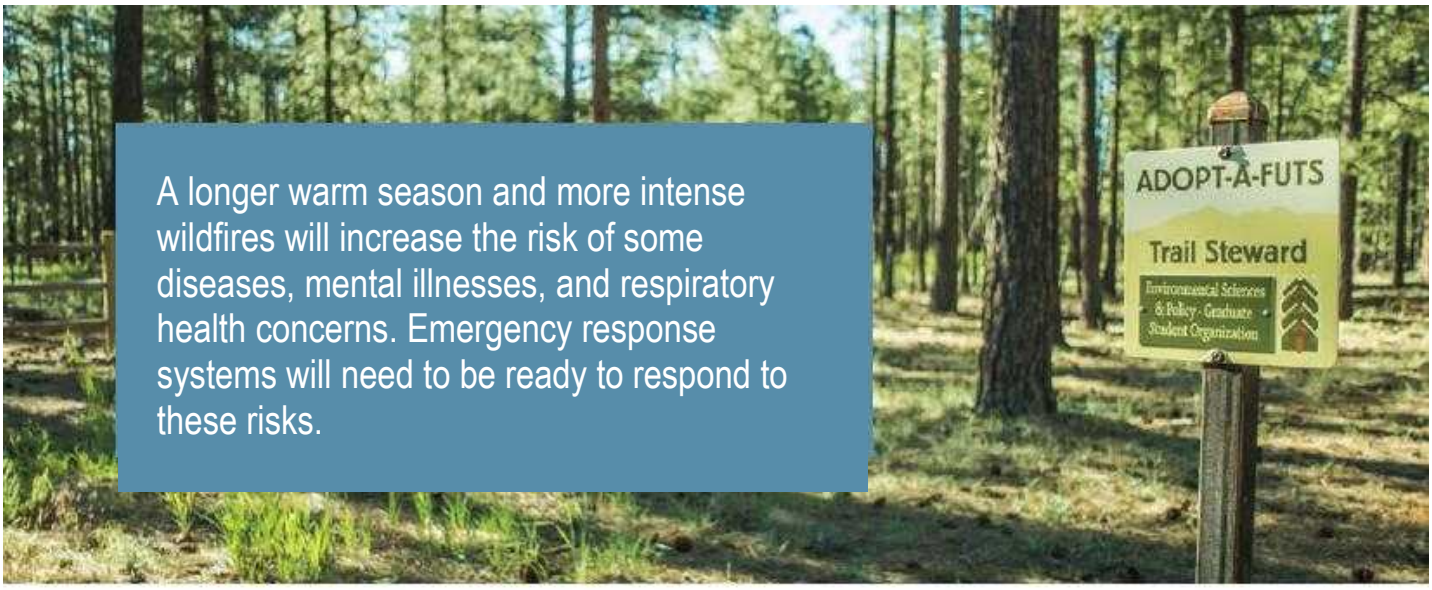
"Wildfire is year-round for much of the United States and the Forest Service is shifting to the concept of a fire year. Wildfire season has become longer based on conditions that allow fires to start and to burn—winter snows are melting earlier and rain is coming later in the fall. What was once a four-month fire season now lasts six to eight months. For example, fires in recent years have burned well outside of the typical fire season throughout California, Arizona, New Mexico, Tennessee and New Jersey. Fires in the winter months are becoming part of the norm."

The Marshall Fire, a grass fire in Bounder County, started on December 30, 2021. It was among the most damaging in fires in Colorado's history – destroying over 1,000 homes, prompting the evacuation of 35,000 people, costing over $10 billion, and killing two individuals.

As Flagstaff shifts to plan for a "fire year," it must develop new strategies to plan for increased risk and vulnerabilities throughout all seasons. Wildfire can now reduce air quality and impact health in any month. Residents will need to shift expectations and maintain preparedness throughout the year.

"Wildfires in All Seasons?' United States Department of Agriculture
https://www.usda.gov/media/blog/2019/06/27/wildfires-all-seasons

Marshall fire information: https://wildfiretoday.com/2022/10/29/report-released-for-the-marshall-fire-which-destroyed-1056-structures-southeast-of-boulder-colorado/



A longer warm season and more intense wildfires will increase the risk of some diseases, mental illnesses, and respiratory health concerns. Emergency response systems will need to be ready to respond to these risks.

Public Health, Safety, and Emergency Services
Vulnerability to Climate Change

By 2100, Flagstaff communities are likely to face:

MEDIUM VULNERABILITY	MEDIUM VULNERABILITY	LOW VULNERABILITY	MEDIUM-LOW VULNERABILITY	MEDIUM-LOW VULNERABILITY
More periods of poor air quality due to larger and more frequent wildfires.	More extreme heat days (>90°F) could increase risk of heat-related illness.	Increased exposure to allergens is possible as spring grows warmer and more dry weather increases dust.	More frequent extreme events could increase risk of mental health issues.	Increased exposure to valley fever and West Nile virus is possible as the warm season lengthens. Existing response resources may be adequate.

HOW WE'LL GET THERE

Protecting public health will require a diverse suite of strategies to assess vulnerabilities, reduce risk, change behaviors, and help build resilience.

Efforts to reduce risks to health and safety span sectors:

- To respond to Flagstaff's highest climate threat, Flagstaff's wildland urban interface code seeks to reduce vulnerabilities and risk across the community.
- The Ready Set Go campaign encourages residents to be more informed about potential wildfire emergencies and how to be prepared for and evacuate during emergency situations.
- Coconino County Health and Human Services provides health and safety information to residents experiencing flooding in their neighborhoods, with a particular emphasis on mosquito control.
- The Flagstaff Fire Department and the Flagstaff Sustainability Office provide HEPA air purifiers to disproportionately impacted community members to assist during poor air quality days.

These efforts highlight just a few ways that public health and climate intersect across our communities. Analysis is needed to identify specific health risks and vulnerabilities, assess neighborhood vulnerabilities, and pinpoint which communities are likely to be most impacted.

To maintain community health amidst the challenges of climate change, Flagstaff must develop a comprehensive approach to building more resilient systems, protecting health, and meeting the evolving needs of community members. Collaborations across agencies will be critical: the City of Flagstaff will partner with Coconino County and other regional actors to anticipate changing risks and build community health resilience. Efforts must address both acute and distributed health risks, such as wildfire threats to homes and increases to seasonal allergens.

As the City works with its partners to expand health and climate analysis and programming, it will need to incorporate the following concepts:

- Equity and community health are intricately related. The elderly, people experiencing homelessness, and low-income populations are most vulnerable to climate change impacts. Identifying and protecting disproportionately impacted communities now can help reduce the negative impacts of climate change.
- Functional public infrastructure such as roads, shelters, and utility services are critical for sustainable economic and social wellbeing in the face of climate change. Actions to improve the resilience of public infrastructure, such as through improved maintenance and planning, will enable the community to withstand unanticipated shocks and disruptions like flood events.
- Community engagement on the relationships between climate change and health can build community preparedness and resilience, helping individuals to better prepare for changing risks. Actions that build community awareness about vulnerabilities—such as the interaction of heat risks, disease, and poor air quality—will give community members the knowledge needed to plan and take action.

- Public health systems across the country are often simultaneously under-resourced and facing increasing demands. As climate change increases community challenges, the demands on already-stressed public health infrastructure may exceed its capacity. The Flagstaff community will need to work together to prepare for climate change hazards and their effect on public service demand and provision.

The City of Flagstaff will partner with Coconino County Health and Human Services to better understand the relationship between climate change and health in Flagstaff's neighborhoods and provide programming that can address gaps and serve the needs of residents amidst disruptions. Resilience-building to reduce risk and improve health will take the commitment of the City, regional institutions, local businesses and organizations, neighborhood groups and individuals.

TARGET AREA GOALS

Goal	Year
Prioritize public safety and health services in the face of anticipated climate change impacts.	2030
Improve the resilience of building infrastructure to climate hazards.	2030
Anticipate climate change impacts that will affect public health by identifying at-risk community groups and neighborhoods and planning appropriate responses.	2030
Increase community engagement and improve communications on health vulnerabilities and building resilience.	2025

STRATEGIES TO ACHIEVE HEALTH AND SAFETY

HS-1: Identify community health impacts from climate change and target support to assist at-risk populations in adapting to change and protecting their health.

Opportunities for Action

1. Characterize relative fire, flood, mosquito, and other risk exposures to climate change among community groups and neighborhoods.
2. Adequately fund health and emergency services reaching populations disproportionately impacted by climate change impacts.
3. Address woodsmoke, such as through programming that encourages use of certified wood stoves, a public education campaign, and/or rebates for wood stove buybacks or replacements.
4. Encourage low-emissions, energy-efficient climate control measures, such as through building codes, to help sensitive populations deal with higher temperatures.
5. Work with partners to identify threats to food security for disproportionately impacted populations and to develop solutions.
6. Increase information available to community members regarding increased risk of health impacts due to climate change and actions they can take to protect their health and increase community resilience.
7. Improve community messaging on how to respond to simultaneous heat risks and poor air quality due to smoke and provide resources to disproportionately impacted community members.
8. Establish programs to assist disproportionately impacted populations during extreme temperature and dangerous air quality events.

HS-2: Prepare for changing risks to public health due to climate change and increase collaborations across agencies to improve health and climate awareness, preparedness, and resilience.

Opportunities for action

1. Continue collaborations to study and prepare for increased risk of illness and disease due to increased dust, a warmer climate, higher mosquito densities, and other potential results of climate change.
2. Initiate a working group on public health and climate change, including participation from the Coconino County Health and Human Services , the City of Flagstaff, and NAU, among others, to inform policy and programming.
3. Increase collaboration to evaluate the interaction between the built environment and disease vectors like mosquitos.
4. Study how the changing ecosystem around Flagstaff contributes to increased risk of disasters.
5. Support Coconino County Health and Human Services in providing education to healthcare providers on how climate change will affect heat-related illness, altitude-related issues, fatalities, and demand for services.
6. Build a climate-health hazards vulnerability index for the Flagstaff community.

HS-3: Adequately fund services for disaster preparedness.

Opportunities for action

1. Dedicate increased funding to City of Flagstaff emergency management and disaster preparedness and accommodate demand for health services among at-risk populations.
2. Embrace grassroots and neighborhood movements that advocate for greater services.
3. Create educational campaigns to raise awareness of climate-related health and safety issues and services.
4. Increase coordination between Flagstaff agencies, institutions and community organizations regarding climate and health, disaster preparedness and increasing vulnerabilities due to climate change.
5. Complete the Rio de Flag flood control project.
6. Incorporate considerations of disaster preparedness, passive survivability, distributed on-site energy generation and back-up power, and living buildings into City of Flagstaff codes, plans, and processes.

HS-4: Improve the resilience of public infrastructure and City facilities.

Opportunities for Action

1. Create preparedness and recovery plans for all City divisions.
2. Prepare for existing City of Flagstaff buildings to be used in different ways, both in low-impact ways, such as community members using public buildings as cooling centers on hot days, and as safe-havens during acute emergencies.
3. Construct new City of Flagstaff buildings to be carbon neutral and designed for use as resilience hubs, providing safe havens for community members during all types of disruptive events.
4. Update engineering standards and maintenance practices to increase resilience amidst an increase in extreme events such as higher temperatures and increased incidences of flooding.
5. Incorporate green infrastructure principles into all public infrastructure projects, creating more natural amenities throughout the city.
6. Develop reserve funding for extreme weather events in the City of Flagstaff.
7. Engage community leaders, partners, and agencies in planning for the graceful failure of community systems, support structures, and infrastructure during extreme events and power disruptions.
8. Foster a culture of emergency preparedness and planning among City staff through regular conversations about vulnerabilities and resilience building, scenario analysis, and emergency planning exercises.

Regenerative and health-promoting buildings

Living Buildings are:

- Regenerative buildings that connect occupants to light, air, food, nature, and community.
- Self-sufficient and remain within the resource limits of their site.
- Create a positive impact on the human and natural systems that interact with them.

Source: The International Living Future Institute

HEALTH AND SAFETY TENSIONS

Climate change affects different groups in different ways. In some cases, climate change threatens cultures, communities, and social fabric. The indigenous communities of the Southwest face particularly high vulnerabilities, according to the National Climate Assessment.[1]

A May 2018 Public Radio International report covered the story of sheep herder Lorraine Herder, a woman living on Black Mesa, a remote area of the Navajo reservation in Northern Arizona, northeast of Flagstaff.[2] Lorraine is part of a livestock-raising tradition that is under threat from climate change.

"My mom was a sheep herder all her life, so I've been with the sheep ever since I was a little girl, and it means a lot to me," Herder says. "I wanted to live that life, you know, living off the land." However, rising temperatures and shrinking water sources on the Navajo reservation are a major threat to these important Navajo cultural traditions. "The drought makes it difficult for us," Herder says, and adds, "The biggest challenge is finding water for our livestock right now. We're the last few shepherds out here."

Scientists studying the impact of global warming on the Navajo Nation are noticing major changes in the environment. "The amount of surface water flowing in streams on the Navajo Nation has declined by about 98 percent over the 20th century," says Dr. Margaret Redsteer, a scientist at the US Geological Survey in Flagstaff, Arizona. The effects of climate change have taken a major toll on families who have lived on their ancestral Navajo land for generations. Many residents already live without running water, making the situation even more difficult.

This story highlights how those populations with the fewest greenhouse gas emissions—and that thus contribute the least to climate change—are often the most affected. This inequity is true both internationally and within communities. Poorer nations are more vulnerable to climate change impacts, especially shifts in agriculture that threaten food supply and access.[3,4] Low-income households, which have lower carbon footprints, will likely struggle more to adapt to change.[5,6] In addition, low-income communities are often located in areas with greater exposure to climate change threats (e.g., natural hazards like flooding), placing those communities at increased risks with limited resources.[6] While many such communities have practiced sustainability for generations, climate change threatens their tradition and culture. This persistent imbalance compels Flagstaff to consider equity and vulnerabilities when considering climate change and taking action.

1 "Indigenous Peoples." National Climate Assessment. https://nca2014.globalchange.gov/highlights/report-findings/indigenous-peoples. 2 "Navajo women struggle to preserve traditions as climate change intensifies." PRI. https://www.pri.org/stories/2018-05-25/navajo-women-struggle-preserve-traditions-climate-change-intensifies. 3 "The distributional impact of climate change on rich and poor countries." Mendelsohn, et al. https://doi.org/10.1017/S1355770X05002755. 4 The World Bank. "Shock Waves: Managing the Impacts of Climate Change on Poverty." https://doi.org/10.1596/978-1-4648-0673-5. 5 "Income inequality and carbon consumption: evidence from environmental Engel curves." The London School of Economics and Political Science. http://www.lse.ac.uk/GranthamInstitute/wp-content/uploads/2017/11/Working-Paper-285-Sager.pdf. 6 The World Bank. "Shock Waves: Managing the Impacts of Climate Change on Poverty." https://doi.org/10.1596/978-1-4648-0673-5

Economic Prosperity

Flagstaff will cultivate a prosperous and stable economy with abundant and equitable access to employment and entrepreneurship opportunities.

WHAT IT MEANS

Economic prosperity refers to community and economic health, including opportunities to reduce emissions and help the community's business and tourism sectors prepare for climate change.

While climate change will impact all sectors of the local economy, by preparing for change, the Flagstaff community can adapt to changing conditions while creating a stronger community and greater shared prosperity. Businesses can help lead the way in this transition through creativity, innovation, and resilience.

The City of Flagstaff works to develop a diverse, sustainable economy that provides benefits across the Flagstaff community. Tourism and visitation are and will remain strong economic drivers for Flagstaff. Meanwhile, Flagstaff's business sector goes far beyond - ranging from biomedical manufacturing to astronomy and brewing. Flagstaff offers residents and visitors alike a wide range of cultural and outdoor experiences, through offerings like local bike shops, regional museums, a vibrant non-profit sector, markets and festivals. Business attraction efforts encourage relocation by companies that provide high wages and have low environmental and water impacts. All of these forces combined provide job opportunities and careers to the greater Flagstaff region.

Climate change will have specific effects on visitation. To prepare for low-snow years, Flagstaff will need to continue to diversify its tourism activities and businesses. Conversely, rising temperatures in Central Arizona will likely lead to increased visitation to Northern Arizona in the summer months. Increased summer visitation can create both opportunities and challenges – businesses may benefit from increased economic activity, while Flagstaff's infrastructure and housing sector may face pressure. Preparing for these changes can help the city to foster a stable and vibrant economy, improve community health, and benefit from visitation.

Visitation also contributes to Flagstaff's energy use, water consumption, and transportation emissions. Efforts to minimize the environmental impact from tourism makes good business sense and can position Flagstaff as a visible leader in sustainability.

For further discussion on visitation and recreation, see the Inclusive Recreation Target Area on page 76.

Flagstaff's Economy at a Glance

- Advanced Manufacturing
- Astronomy
- Bioscience
- Craft Brewing
- Digital / eCommerce
- Entrepreneurship
- Retail
- Tourism

- Northern Arizona University
- Flagstaff Medical Center
- W.L. Gore & Associates
- Flagstaff Unified School District
- Coconino County
- City of Flagstaff
- Walmart
- Nestle Purina PetCare
- The Guidance Center
- US Forest Service
- Coconino Community College

Flagstaff's winter recreation is expected to change as snowpack declines and becomes less predictable. Our businesses and services will need to be ready to adapt and evolve.

Tourism and Recreation
Vulnerability to Climate Change

By 2100, Flagstaff communities are likely to face:

MEDIUM-HIGH VULNERABILITY	MEDIUM-LOW VULNERABILITY
Significant snowpack loss may reduce winter recreation and tourism.	More wildfire, drought, or extreme heat may temporarily reduce recreation and tourism in summer, spring, and fall.

HOW WE'LL GET THERE

By promoting a sustainable local economy, Flagstaff can support businesses as they reduce emissions and plan for a changing climate. Climate considerations should be integrated into core economic decision processes, through systematic change to policy and assessment tools, performance indicators, risk models, and reporting requirements.

While climate change will present challenges, it also provides extensive opportunities for advancing innovative technology, solutions-focused entrepreneurship, and the development of a circular economy. To reduce emissions, build community resilience, and increase equity, the international community will rely on creativity, and technological advancement, and new ways of doing business.

*The solar industry illustrates the power of technological innovation and rapid growth. Since 2011, the solar industry has experienced an average annual growth rate of 33%. In 2021, the solar industry provided more than 255,000 jobs and generated $33 billion in private investment in the US economy (Solar Energy Industry Association).*Flagstaff can foster a robust, diverse economy that reduces environmental impacts, supports residents and provides climate solutions. Flagstaff can continue to expand on its current sustainable business development activities:

- The annual Innovate Waste and Carbon Neutrality Challenge incentivizes businesses to discover new ways to convert waste into marketable products, reduce emissions or remove carbon dioxide from the atmosphere.
- The Mountain Line bus system offers a weekend bus route to Snowbowl to serve both residents and tourists who ski and snowboard.
- The Sustainable Automotive Tax Credit helps ensure that economic benefits of converting to electronic vehicles are received by Flagstaff businesses and residents.
- UACJ Automotive Whitehall industries, a manufacturer of electric vehicle parts, has recently selected Flagstaff for a new manufacturing plant, bringing millions of dollars in investment and hundreds of high wage jobs.
- The City of Flagstaff is the first participant in the APS Green Power Partners program, ensuring that 100% renewable electricity powers municipal operations. This is a first step in sourcing higher portions of the community's electricity from renewable sources, something many businesses are seeking to fulfill their own climate goals.

Flagstaff can continue to build on these successes, spurring climate innovation, supporting climate action by businesses, and strengthening the business sector to help meet the needs of residents and visitors alike.

TARGET AREA GOALS

Goal	Year
Build a diverse, strong, resilient, and equitable economy in the face of threats from climate change, supporting community members whose jobs are at risk from climate change impacts and the creation of jobs in renewable energy and energy efficiency.	2030
Identify threats to current industries from climate change and opportunities for new industries	2025

STRATEGIES TO ACHIEVE ECONOMIC PROSPERITY

EP-1: Accelerate the transformation to a low-carbon economy that minimizes emissions and spurs innovation.

Opportunities for action:

1. Promote Flagstaff as a climate action committed destination by highlighting the businesses that are taking steps to reduce resource consumption.
2. Strengthen the fossil fuel divestment policy for the City of Flagstaff.
3. Promote Flagstaff as a car-free destination through informational campaigns for visitors.
4. Encourage business development for businesses that have lower or beneficial impacts on natural resources.
5. Seek to attract and develop businesses that provide leadership or innovation in the climate action sector as part of their business model.
6. Promote circular economy principles through education campaigns and roundtables with business leaders focused on the opportunities that a circular economy provides.
7. Encourage visitor-focused businesses to implement programs that reduce resource consumption.
8. Promote workforce development efforts that support the jobs of the future and the shift to climate-friendly, innovative technologies.

EP-2: Support the adaptation efforts of local businesses as the climate changes and the economic landscape shifts.

Opportunities for action:

1. With community stakeholders and partners, conduct a study and host a community conversation to identify threats to current industries, opportunities for new businesses and industries, and areas that need support.
2. Work with businesses to assess their climate change vulnerability and plan for the future.
3. Utilize existing community resources to support community members whose jobs may be at risk from climate change impacts through retraining programs and business support.
4. Prepare water, road, and other public infrastructure for increased demands from growth and tourism.
5. Ensure companies that are considering locating here are well-informed about how well local resources are matched to their demands.
6. Continue to support diversification of tourism activities, to balance impacts and adapt to changing climate conditions.
7. Continue efforts to accommodate year-round travel.

Building Electrification Workforce Needs

Climate action and evolving technology will lead to economic growth and new jobs. Already, the clean energy and electrification fields have created demand for new types of jobs and a trained work force. To learn more about building electrification, see the Building Fuel Switching Target Area on page 92.

Today, Flagstaff residents are seeking contractors to support home electrification – something that could require the work of plumbers (to install a new heat pump water heater), HVAC mechanics (to install a cold climate heat pump), electricians (to upgrade electric service), and energy efficiency contractors (to improve home weatherization). Residents have reported difficulty in finding contractors willing or able to work on building electrification.

There is a nation-wide need for training and workforce development to achieve widespread building and vehicle electrification. Rewiring America estimates in that "an aggressive national commitment to electrify all aspects of our economy would create up to 25 million good-paying American jobs over the next 15 years and 5 million sustained jobs by mid-century." www.rewiringamerica.org/policy/jobs-report

In Flagstaff, the problem is especially acute, as high housing prices and regional isolation can lead to difficulty in hiring and worker retention. The City is working with regional partners to identify local needs, available resources, and financial opportunities to provide the necessary education and training that will support building electrification.

Job opportunities associated with adaptation to climate change.

Economic development conversations often focus on the potential jobs benefits from reducing greenhouse gas emissions, such as solar energy, electric vehicles, or building electrification. Yet adaptation and resilience-building can have significant economic development benefits as well. The list below, from a Santa Fe watershed plan, provides a few examples of how reducing climate risks can support a variety of jobs.

Climate Risk	Action / Job	Job Type
Forest Fire	Thinning / burning	Forestry
Flooding	Drainage stabilization	Hydrologists, earth-movers, etc.
	Strengthen riparian corridors	Ecologists, foresters, etc.
Drought	Retrofit with efficient/smart plumbing and water catchment / reuse systems	Plumbers, construction workers
Increased temperatures	Retrofit buildings for passive solar	Construction workers
	Tree planting to increase shade	Landscapers, arborists, parks management
GHG Concentrations	Install renewable energy systems	Electricians
	Energy audits and retrofits	Energy auditors, contractors
	Land restoration	Ecologists, biologists, geologists
Community destabilization	Neighborhood association, business, non-profit and community coordination	Community organizing

Source: "Forest and Water Climate Adaptation: A Plan for the Santa Fe Watershed." http://www.santafewatershed.org/sfwa/wp-content/uploads/2014/02/Santa-Fe-Watershed-Forest-Water-Climate-Adaptation-Plan-Final2.pdf

ECONOMIC PROSPERITY AND RECREATION TENSIONS

In 2017, Flagstaff was the 14th most-visited city in the United States with nearly 5 million visitors. These visitors contributed $500 million to the local economy and supported an estimated 8,000 jobs.[1] By 2050, visitation to Flagstaff and northern Arizona is projected to reach 9.5 million people annually.[2] Nearby outdoor recreation facilities such as national monuments, forests and parks, Arizona Snowbowl, and Lowell Observatory drive Flagstaff's tourism economy.

The impacts of climate change threaten the Flagstaff area's surrounding natural resources. Projections of decreased snowpack will impact winter recreation and tourism, while increases in summer temperatures, drier conditions, and wildfire risk to ponderosa pine forests could alter visitation during spring, summer, and fall. As cities in central Arizona experience increasingly extreme summer temperatures, more individuals may visit Flagstaff to seek refuge from the summer heat.

Flagstaff's economic dependency on at-risk natural resources and tourism creates a point of contention as our community seeks to become more sustainable. As visitation increases, so will the need to maintain and enhance infrastructure. For example, higher visitor demand and vehicle travel in our national forests may require more frequent road maintenance and increase greenhouse gas emissions. Increased tourism during hotter months may increase stress on water resources.[3] Invaluable cultural resources are at risk of vandalism as visitation surges.[4] Finally, with more individuals visiting Flagstaff and purchasing seasonal homes, affordable housing demands will increase pressure on low-income communities.

Despite these vulnerabilities, visitation is an important driver of the Flagstaff economy and contributes significantly to quality of life in Flagstaff. As this Plan is implemented, careful consideration will need to be made when addressing goals of decreasing greenhouse gas emissions, maintaining a rich economy, balancing visitation with natural resource conservation, and taking equitable climate action.

1 "Fiscal Year 2017 Annual Report and Fiscal Year 2018 Marketing Plan" Flagstaff Convention & Visitors Bureau. 2018. https://en.calameo.com/read/0050207463ae8c6e9e959 .
2 "Flagstaff Regional Plan 2030: 2016 annual Report" City of Flagstaff. 2017. https://www.flagstaff.az.gov/2936/Flagstaff-Regional-Plan-2030. 3 R. H. Bark, "Assessment of climate change on local economies." Sonoran Institute and Lincoln Institute of Land Policy. 2009. https://www.lincolninst.edu/sites/default/files/pubfiles/bark-wp09rb2-full_0.pdf . 4 "Flagstaff Open Space 2018 Annual Year in Review." City of Flagstaff Sustainability Program. 2018.

Carbon Dioxide Removal

Flagstaff will achieve carbon neutrality by first measuring the remaining emissions produced by our community each year, and then balancing with an equivalent amount of carbon dioxide removal (CDR) through local and regional initiatives. If local and regional initiatives are unable to fully satisfy the community's CDR obligation, Flagstaff will explore options for obtaining carbon dioxide removal certificates (CORCs) or other high-quality offsets.

WHAT IT MEANS

Carbon dioxide removal (CDR) refers to the process of removing carbon dioxide from the atmosphere. Removed carbon dioxide can be stored in terrestrial, geological, and oceanic reservoirs and can be stored in products. Removed carbon dioxide may also be utilized, but if this utilization returns the carbon dioxide to the atmosphere, the removal would no longer qualify as a negative emissions initiative – though the net impact may well contribute to reducing community emissions, which is also a productive outcome when striving toward carbon neutrality. There are numerous established and emerging approaches for accomplishing CDR, each associated with a different deployment maturity, permanence of storage, and drawdown potential, as well as considerations of costs, location, co-benefits, risks, and uncertainties.

HOW WE'LL GET THERE

Since emissions will still be produced in Flagstaff by the year 2030, carbon dioxide removal (CDR) will be necessary to achieve carbon neutrality. The magnitude of CDR required will ultimately depend on, and be equivalent to, the amount of emissions still produced each year. If all other local reduction strategies outlined in this Plan meet projections, then it is expected that there will be over 471,000 MTCO2e still produced locally in 2030.

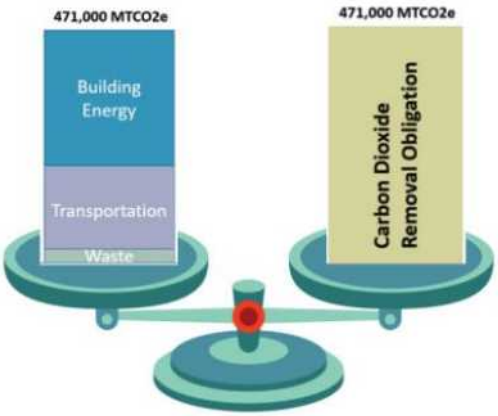


Figure 13: The two sides of the carbon neutrality scale: On the left side are the remaining emissions still produced (after reductions). On the right side is carbon dioxide removal. The two sides of the scale must balance out to achieve carbon neutrality.

Assuming that local reductions continue each year beyond 2030, then the annual CDR obligation required to achieve carbon neutrality will likewise decrease over time. It should always be kept in mind, reductions need to be prioritized and that (using the framework of the graphic above) the smaller that we can make the left side of the scale in 2030, or any other year, the smaller our CDR obligation.

As a City and community, we will first investigate the feasibilities of standing up and supporting local carbon dioxide removal (CDR) initiatives. Potential CDR projects may include nature-based initiatives on City lands and Open Spaces that remove carbon dioxide from the atmosphere and store it in biomass and soils. These could include urban forestry projects in areas of town that lack canopy and are vulnerable to the impacts of heat, or regenerative practices on riparian or degraded lands. We may also explore CDR initiatives that support the removal of waste and liability biomass from our surrounding forests – such as bioenergy or biochar. In addition to performing CDR, many of these initiatives would also reduce the risk of catastrophic forest fire as well as protecting, restoring, or otherwise supporting numerous ecosystems, allowing them to better provide all their many ecosystem services more effectively. We may even consider being an early adopter and making investments in the deployment of technology supported CDR initiatives including projects that provide long-term storage in materials or geologic formations. In developing the portfolio of initiatives that will be needed, the City may look to take the lead on some CDR projects, while other efforts may result from collaborations and perhaps even requests for proposals (RFPs). We also expect that the market will play a role and that some businesses will find opportunity in the CDR space.

If we are unable to meet our full CDR obligation with the portfolio of local initiatives that we develop, we will also have to consider obtaining carbon dioxide removal certificates (CORCs) or other high-quality offsets from third party vendors to satisfy the remaining obligation. The markets for CORCs are in early development and the price forecast is highly uncertain. Offsets have had a checkered history in terms of verification, additionality and permanence and are generally regarded as being insufficient to the problem. In order to address these limitations, Flagstaff will evaluate potential offsets using the Oxford Offsetting Principles[32] in order to ensure that they are high quality.

THE OXFORD OFFSETTING PRINCIPLES

- Cut emissions, use high quality offsets, and regularly revise offsetting strategy as bast practice evolves.
- Shirt to carbon removal offsetting.
- Shift to long-lived storage.
- Support the development of net zero aligned offsetting.

[32] https://www.smithschool.ox.ac.uk/publications/reports/Oxford-Offsetting-Principles-2020.pdf

EQUITY AND ADAPTATION CONSIDERATIONS

Equity: According to the EPA, "A growing body of research points to "intra-urban" heat islands, or areas within a city that are hotter than others due to the uneven distribution of heat-absorbing buildings and pavements, and cooler spaces with trees and greenery. These differences can result from disparities in the way communities are planned, developed, and maintained. There are often correlations between hotter neighborhoods and demographic characteristics of residents, with factors such as race and income often playing a role in who bears the brunt of extreme heat."

Initiatives that increase urban and residential canopy cover and decrease the "heat island effect" are just one example of projects that can have both equity and carbon dioxide removal benefits. Biochar and compost initiatives could also be designed to improve food security for disproportionately impacted residents while also capturing carbon in soils.

Adaptation: There are numerous nature-based CDR approaches that can contribute to improved forest and soil health. Healthy forests provide numerous ecosystem services that will help our community be more prepared and resilient to a changing climate, including protecting water resources. Contributing to local forest health also decreases the risk of catastrophic wildfire, which presents risks to both property and human health.

What about our trees?

The City of Flagstaff has numerous natural landscapes that act as carbon sinks, removing and storing carbon dioxide from the atmosphere. In addition to the ponderosa pine forests within City limits, Flagstaff has 3,300 acres of legally designated open spaces, as well as the Rio de Flag corridor and associated wetlands. At this time, we don't *yet* measure any CDR taking place within these natural landscapes. Over the next two years we will collaborate with partners and organizations (including NAU, the Forest Service, ICLEI) that are working on protocols for determining what (and how much) existing nature-based CDR is appropriate for inclusion in our inventory. It will probably be appropriate to consider and quantify CDR taking place on City owned Open Space, since we manage those areas and their continued protection will allow the CDR these spaces perform to be preserved - in addition to allowing them to perform their many other ecosystem services. It will not likely be appropriate to simply claim 'dibs' on the CDR happening in nearby forests that we aren't involved in managing or protecting. Once we have protocols in place, we expect to find that *some* of the projected 471,000 MTCO2e CDR obligation may already "be on the scale." However even if the entire area of Flagstaff were covered in forest, this would not satisfy our expected CDR obligation – our carbon footprint is greater than our geographical footprint.

TARGET AREA GOALS

Goal	Year
Remove an equivalent amount of carbon dioxide from the atmosphere as is produced by the community. If all reduction goals are met, this obligation projects to be approximately 471,000 MTCO2e in 2030. This number can be reduced annually as greater local reductions continue to be achieved.	2030

STRATEGY

CD-1: Develop a portfolio of local and regional carbon dioxide removal initiatives to meet Flagstaff's commitment to carbon neutrality.

Opportunities for action:

1. The City's 8000 acre Red Gap Ranch property east of Flagstaff on the I-40 corridor is a possible site for an innovative high desert carbon dioxide removal and sequestration project.
2. Explore the feasibility of smaller-scale regenerative agriculture, meadows, and forests as sequestration sinks in Flagstaff's high desert environment.
3. Collaborate with Northern Arizona University and other governmental organizations and non-profits in Northern Arizona and on the Colorado Plateau to explore opportunities for regional initiatives that achieve carbon dioxide removal and sequestration.

CD-2: If local carbon dioxide removal projects are insufficient, obtain high-quality carbon offsets and CO2 Removal Certificates (CORCs).

Opportunities for action:

1. Evaluate potential certificates and offsets using the Oxford Offsetting Principles.
2. Purchase certificates and offsets that align with Flagstaff's priorities and the Oxford Offsetting Principles.

CDR First Steps

At this time, this Plan does not offer a prescriptive vision for the exact carbon dioxide removal portfolio that Flagstaff will develop and support over the next nine years. That work will require developing regional partnerships, identifying opportunities for collaboration as well as funding. Today, we can estimate how much CDR is likely to be necessary to achieve carbon neutrality, based on the emissions reductions anticipated. And so now begins the groundwork to stand-up and support local CDR projects to meet this obligation. We expect that part of this development will likely involve conducting feasibility studies on various project proposals. We also know that we will need to start deploying initiatives in the next few years to give them time to develop and scale.

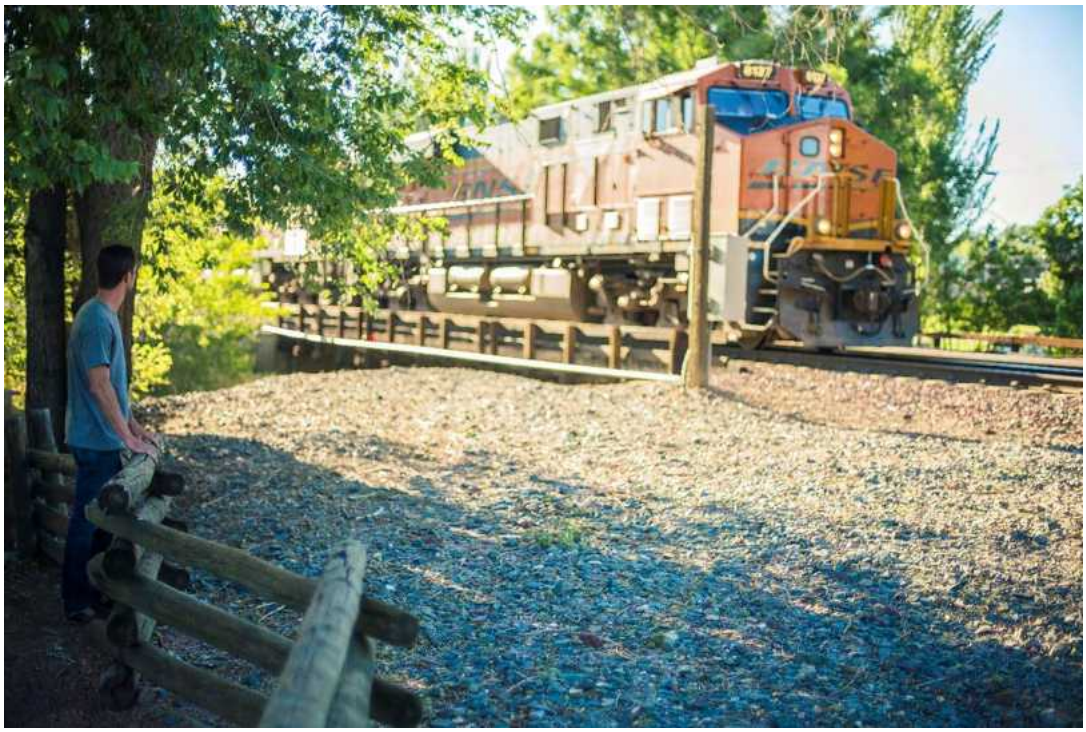
One thing we do know – it pays to be proactive. Time and again we see that it is the communities that have done the groundwork that are able to take advantage of opportunities – for funding, collaboration, or otherwise. By adopting the Climate Emergency Declaration and thus kicking off the discussion about carbon dioxide removal in our community, we have made our interests clear to potential collaborators, and we are positioning ourselves to be uniquely prepared to take advantage of opportunities as they arise.

V. BACKGROUND

This background section provides information on climate change impacts in Flagstaff and how Flagstaff contributes to climate change via greenhouse gas emissions. This information provides a foundation for our actions. More details on both topics are available on the City of Flagstaff climate action website, at www.flagstaff.az.gov/climate.

In this chapter:

- The Climate Emergency Declaration
- Climate change in Flagstaff
- Flagstaff's greenhouse gas emissions



THE CLIMATE EMERGENCY DECLARATION

The Flagstaff City Council adopted the Climate Emergency Declaration on June 23, 2020. The declaration establishes eight resolutions:

Section 1. The City of Flagstaff declares that a climate emergency threatens our City, region, state, nation, civilization, humanity and the natural world, and recognizes the need for a dramatic increase in its ambition to combat climate change, so that it meets or exceeds the current recommendations of the foremost climate scientists working around the world.

Section 2. The City of Flagstaff commits to its own City-wide transition and climate emergency mobilization effort, utilizing Flagstaff's Climate Action and Adaptation Plan as the foundational framework in recognition of accelerating climate changes and prioritizing appropriate funding for its implementation.

Section 3. The City of Flagstaff commits to educating residents and especially Flagstaff's youth about the current climate emergency and inspiring action.

Section 4. The City of Flagstaff underscores the need for full community participation, and recognizes that the residents of Flagstaff, and community organizations and other such allies will be integral to and in the leadership of the mobilization effort.

Section 5. The City of Flagstaff commits to keeping the concerns of vulnerable communities, minorities, and those experiencing poverty central to all transition and climate emergency mobilization efforts and to facilitate the active participation of such communities.

Section 6. The City of Flagstaff joins a nationwide call for an emergency mobilization collaborative effort, in full partnership with surrounding Tribal nations and traditional agricultural communities, at all levels of government to prioritize adaptation and mitigation in relation to climate change while making all government decisions.

Section 7. The City of Flagstaff will take steps to revise the goals outlined in the Climate Action and Adaptation Plan to be in alignment with the United Nations' November 2019 Emissions Gap Report, while maintaining equal emphasis on adaptation, mitigation, and equity, by advancing the Climate Action and Adaptation Plan's goals to achieve carbon neutrality by 2030.

Section 8. The City of Flagstaff calls on the State of Arizona, the United States of America, and all governments and peoples worldwide to initiate a transition and climate emergency mobilization effort to mitigate global warming and create high-quality, good-paying jobs with comprehensive benefits for those who will be impacted by this transition.

Climate change in Flagstaff

The climate is changing, due largely to human-caused greenhouse gas emissions worldwide. These emissions come from a variety of sources: the cars we drive, the energy we use, the things we use, and even the food we eat. These emissions, once released, stay in the atmosphere, leading to abnormal weather patterns and severe weather events.

Flagstaff emits greenhouse gas emissions into the atmosphere, therefore contributing to global climate change. Emissions in Flagstaff come from three main sources: our energy and electricity sources, how we get around and build our town, and the things we buy and throw away. The chart below shows the portion of our emissions that come from each of these sources (pie chart below).

We get this information about Flagstaff's greenhouse gas emissions from our yearly greenhouse gas inventory. This is a common practice where municipalities itemize and track their annual greenhouse gas emissions. This information tells us where our mitigation efforts are successful, and which areas need more work.

ENVIRONMENTAL CHANGES

Coconino County is already experiencing increased temperatures, and can expect further increases in the future. Flagstaff can also expect to see:

- Increased wildfire risk
- Increased drought
- More flooding
- More insects in the forest and the city
- Damage to our water supply and quality
- Less snow and more rain

For more information on climate change in Flagstaff, view Flagstaff's Climate Profile available at www.Flagstaff.az.gov/climate.[33]

[33] https://www.flagstaff.az.gov/DocumentCenter/View/57498/Climate-Profile?bidId=#:~:text=Since%201950%2C%20Flagstaff%20has%20experienced,risen%20above%2090%C2%B0%20F.&text=In%201974%20and%201990%20temperatures,the%2090%C2%B0%20F%20threshold.

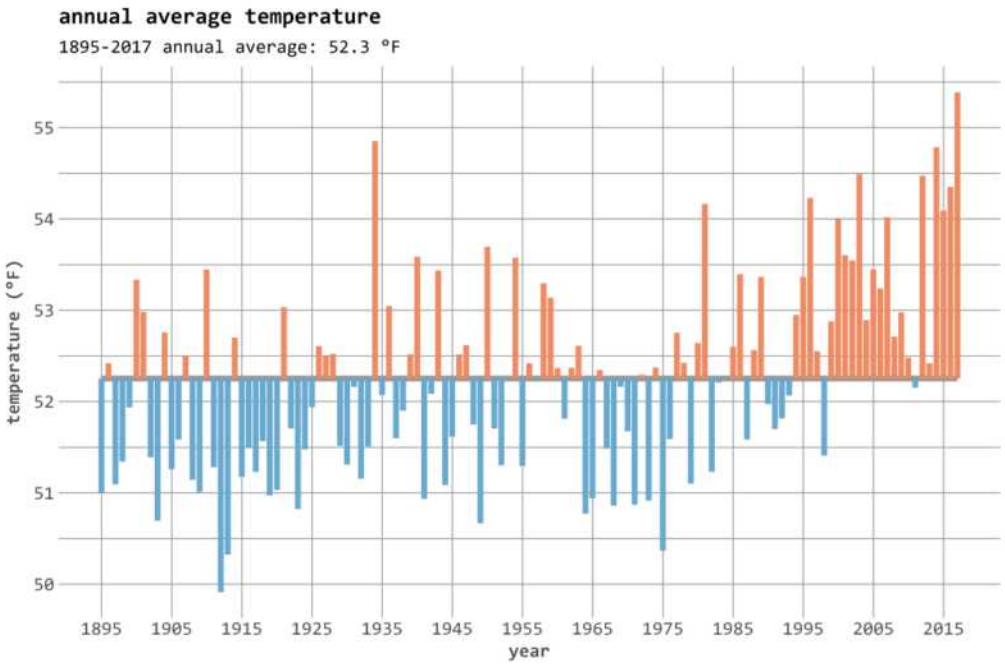


Figure 14. Average annual temperatures for Coconino County from 1895–2017. Orange lines indicate years where the average annual temperature was above average. Blue lines indicate years in which the average annual temperature was below average.

SOCIAL SYSTEMS CHANGES

We can also expect to see a variety of changes to our social systems, including:

- Increased allergens and longer allergy seasons
- Increased susceptibility to insect-borne illness
- Decrease visitation for snowplay
- Heat-related illnesses
- Regional growth that stresses Flagstaff's housing

To learn more about Flagstaff's vulnerabilities, review the Climate Profile at www.Flagstaff.AZ.gov/climate .

Flagstaff's Greenhouse Gas Emissions

HOW WE MEASURE OUR CONTRIBUTION TO CLIMATE CHANGE

To reach carbon neutrality, we must understand how Flagstaff contributes to climate change through greenhouse gas emissions. Each year the Flagstaff Sustainability Office completes a community-scale greenhouse gas emissions inventory. This inventory calculates the emissions produced by the activities taking place in our community. Activities we can measure include the release of greenhouse gas emissions when fossil fuels are burned for transportation and energy, when solid waste breaks down, and when water and wastewater are produced and treated.

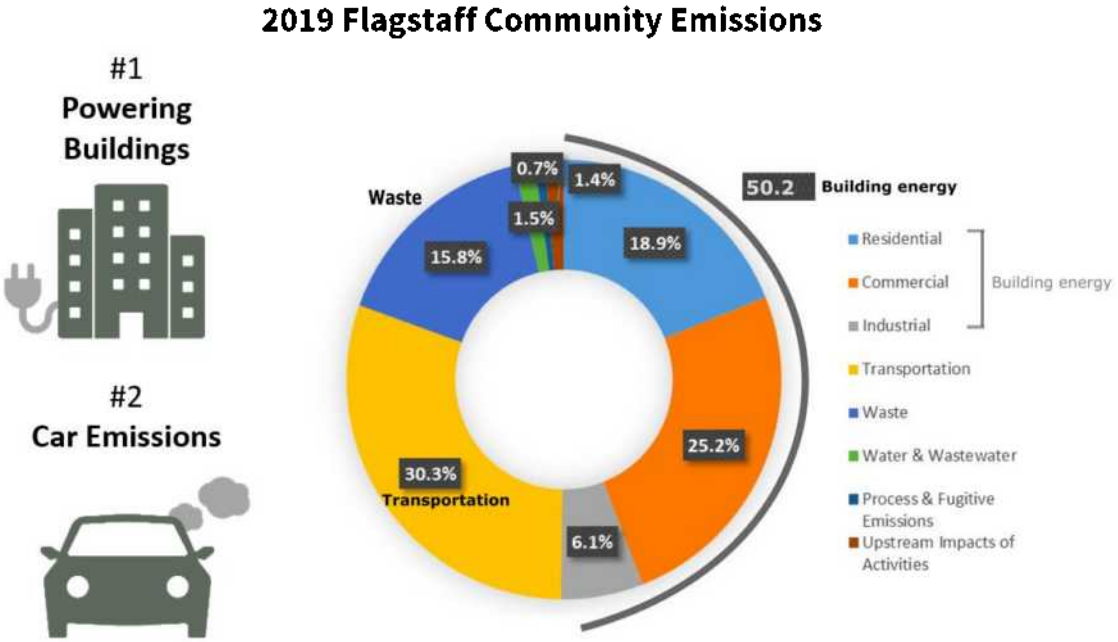


Figure 15. Greenhouse gas emissions from activities across the Flagstaff community in 2019.

Our greenhouse gas emissions fall into four main categories:

1. **Building Energy** contributes to approximately 50% of our emissions. This category represents emissions coming from the use of electricity and natural gas in our homes, and commercial and industrial buildings. Most of these emissions are split between commercial and residential buildings.
2. **Transportation** contributes to approximately 30% of our emissions. This primarily represents emissions from the fuels we use to get around town in vehicles.
3. **Solid waste** contributes to 16%of Flagstaff's emissions, primarily due to emissions from Flagstaff's Cinder Lake Landfill.

4. **Other emissions** are produced from water and wastewater treatment (2%), upstream impacts of activities (1%), and process and fugitive emissions (0.7%). 'Upstream impacts of activities' include emissions that occur prior to the consumption of fossil fuels, from the point of resource extraction, through processing and transportation. 'Process and fugitive emissions' result from the direct release to the atmosphere of GHG compounds from various types of equipment and processes, such as refrigeration and industrial processes. While smaller relative to other sectors, these categories are all important to measure and manage to achieve our emissions reduction goals.

A SECTOR-BASED GREENHOUSE GAS INVENTORY

Currently our inventory methods do not allow us to account for the imported or embedded emissions in the products that we consume. For example, an apple grown in Washington state and consumed in Flagstaff will have embedded emissions associated with the growing, picking, packaging, and transportation to Flagstaff that are not captured using our inventory method. For this reason, it is reasonable to assume that the results of our sector-based inventory represent the minimum emissions attributable to our community activities.

FLAGSTAFF'S GREENHOUSE GAS EMISSIONS

The City of Flagstaff has been tracking community greenhouse gas emissions since 2006. Since then, the way we track emissions has evolved. Currently, the City uses the U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions. This global standard for community-level greenhouse gas inventories creates a reliable methodology that enables Flagstaff to compare its emissions to other communities. Methods and protocols will continue to evolve and improve over time, as will data collection and availability.

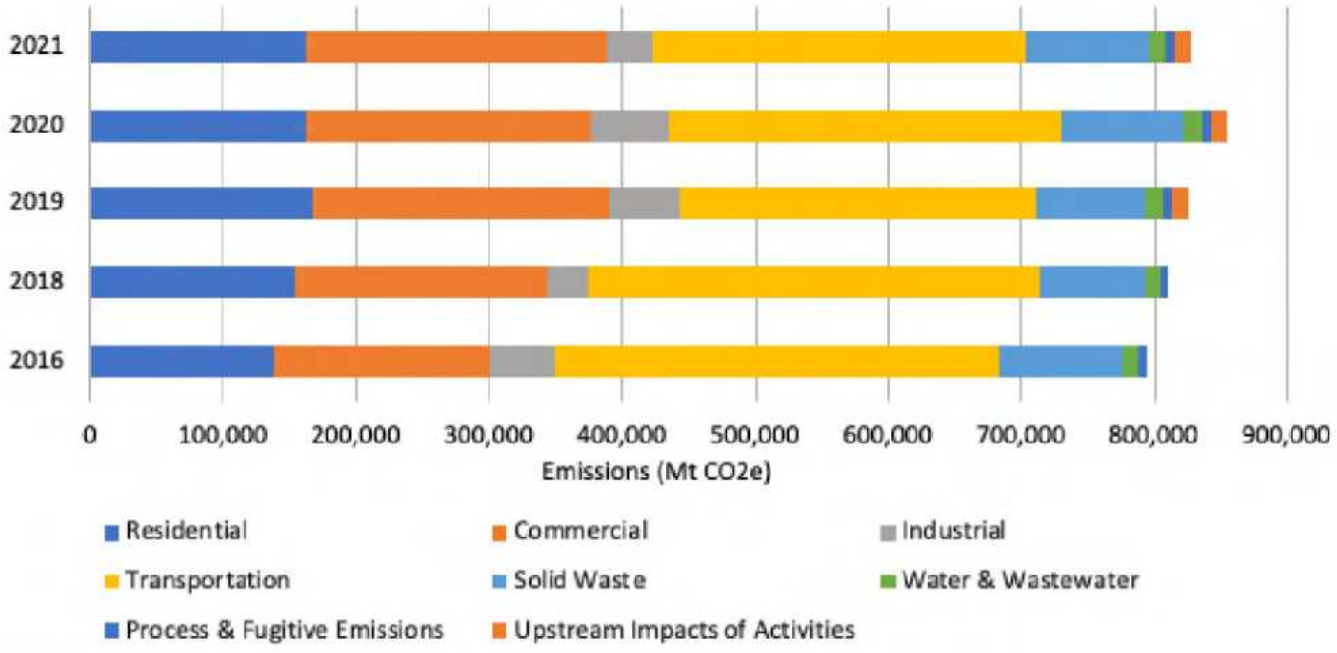


Figure 16. Greenhouse gas emissions by sector for 2016, 2018, 2019, 2020 and 2021.

Each year, the annual greenhouse gas inventory methodology will be updated to utilize the best available data and practices. When possible and prudent, Flagstaff will also work to retroactively and transparently apply updates and improvements to relevant projections-based models so that their baselines and forecasts might better reflect current methods and data. Indeed, the 2018 Climate Action and Adaptation Plan reported the 2016 baseline for community emissions to be 787,000 MTCO2e. To be more consistent with the improved data and methods that were available for the building and transportation sectors in 2020 while developing the Carbon Neutrality Plan, the 2016 baseline used for this Plan was updated to 759,000 MTCO2e. (See the conversation about the projected 44% reduction in emissions on page 11.)

There have been updates in methodology almost every year that the inventory has been done. One example illustrates methodology updates to improve accuracy in 2019 and 2021:

- In 2019, contractual natural gas was accounted in the inventory for the first time, resulting in a report showing a significant year-over-year increase (47%) in the total amount of natural gas delivered, and associated emissions. Despite having greater visibility on this source than in previous years, due to ongoing data limitations, contractual natural gas was simply split 50:50 between the commercial and industrial sectors.
- In 2021, the City was able to get yet more information on contractual natural gas. Rather than a 50:50 split, the actual allocation in 2021 was approximately 90% commercial and 10% industrial. Applying this improved information in 2021 contributed to both muted and significant year over year impacts on the larger commercial and smaller industrial sectors (+6% and -44% respectively).

While methodology updates have been made each year to provide the best available inventory, the City does not regularly re-evaluate either the 2016 emissions baseline or the 2030 business as usual (BAU) emissions projections. Doing so would be a significant endeavor for which only truly major changes and improvements would merit the investment of time and resources. Furthermore, in some cases, updates to baselines and projections may not be feasible (e.g.. if more granular data that is available for CY2021 isn't also available for previous years). That said, the City is in active discussions with multiple leading carbon accounting organizations and is regularly evaluating opportunities to continue to ensure that both the annual and historical emissions inventories reported are using the best data and methods available.

For more information on our greenhouse gas inventory and how our methodology and results have changed over time, see: www.flagstaff.az.gov/climate.

The Flagstaff Climate Action and Adaptation Plan was adopted in November 2018. While the 2019 inventory reflects emissions after adoption of the CAAP, it will take a few years for the impacts on our emissions to be observed. For instance, in 2019, City Council adopted a building code that will ensure new buildings use significantly less energy. However, this code was not mandatory until January 2020, and its emissions reductions will only be truly apparent after buildings built in 2020 and beyond become a greater portion of Flagstaff's building stock.

[34] EPA's greenhouse gas equivalencies calculator: https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator

How do we measure greenhouse gas emissions?

On average, Flagstaff contributes to the production of 759,000 metric tons of carbon dioxide equivalents (MTCO2e).

In order to try to imagine what 759,000 MTCO2e might look like, one might first start by imagining a piece of coal burning, smoking, and releasing CO2 emissions into the atmosphere. Now, if for some reason we wanted to have a single-day bonfire that would emit the entirety of our annual emissions - 759,000 MTCO2e - we would need to gather a lot of coal. Because we are in Flagstaff, we might choose to use our local train tracks to help us bring in all the coal we need for this bonfire.

If we were to fill every railcar with coal, we would require an impossibly long train made up of 4,168 railcars' worth of coal. This would stretch over 41 miles. If you were to get caught behind the gates when this train came by, even if it could travel at the full legal in-town speed limit, you would be waiting at the gates for nearly an hour.[34]

THANK YOU

Thank you to the Flagstaff community.

2020 – 2021 Climate Emergency Steering Committee.

- Rick Barrett, Engineering, City of Flagstaff
- Greg Clifton, City Manager, City of Flagstaff
- Justin Emerick, Water Services, City of Flagstaff
- Dan Folke, Community Development, City of Flagstaff
- Joe Galli, Flagstaff Chamber of Commerce
- Geoffrey Gross, Coconino County
- Todd Hanson, Public Works, City of Flagstaff
- Gail Jackson, Economic Collaborative of Northern Arizona (ECONA)
- Natalie Jacobs, Citizens' Climate Lobby
- Megan Kelly, Grand Canyon Trust
- Dara Marks Marino, Climate Activist
- Dave McCain, City of Flagstaff Sustainability Commission
- Dave McIntire, Economic Vitality, City of Flagstaff
- Kate Morley, Mountain Line
- Matt Muchna, Northern Arizona University
- Amanda Ormond, Ormond Group, LLC
- Judson Tillinghast, APS
- Jed Westover, Loven Contracting

2020 – 2021 Flagstaff Sustainability Office - staff and interns.

- Ramón DC Alatorre, Climate & Energy Coordinator
- Nicole Antonopoulos, Sustainability Director
- Jillian Goulet, Climate Engagement Coordinator
- Dylan Lenzen, Sustainability Specialist
- Marissa Molloy, Administrative Assistant
- Jenny Niemann, Climate & Energy Specialist

- Stephanie Arcusa, GHG Emissions Intern
- Lee Bryant, Climate Engagement Coordinator
- Deirdre Conroy, Community Resilience VISTA
- Anona Miller, Transportation & Climate Intern
- Marie Nabors, Carbon Sequestration Intern
- Isabelle Wilhelm, Transportation & Climate Intern

Note: both current and former staff and interns are listed.

2020 – 2021 technical emissions consulting provided by the Cascadia Consulting Group.

APPENDIX A

The information in this Appendix is intended to give more detailed insights into *some* of the actions and ambition (e.g.. number of retrofits) that were used to arrive at our carbon neutrality calculations.

Path to Carbon Neutrality – outcomes modeled	**Example City Supporting Actions in the Model**
On-road transportation: Vehicle miles traveled (VMT) set to be held at 2019 **levels [1.59M/day (internal)]**	*20% increase in residential density *25% decrease in distance to transit *ATMP fully funded and implemented, including portions that have yet to identify dedicated funding sources; Assumes the Primary Bikeways Network is fully in place
30% Remaining miles electric (or zero tailpipe)	*All new sedans and SUV City of Flagstaff (COF) fleet vehicles till be electric vehicles (EV) or zero emissions vehicles starting in 2022 *50 EV charging stations provided by COF for community. *Additional EV charging stations as needed for fleet operations. **Impact Gap! Some of this will have to happen without COF support. **The 30% goal was modeled**, either the market needs to fill the gap or COF will need to add additional support. OR BOTH.
2000 home solar systems installed (5kW each) for 10MW distributed residential	*Facilitate a twice annual Northern Solar Co-op with SUN *New home building codes
Commercial sector brings on 10MW solar by 2030	
Industrial sector brings on 5MW solar by 2030	
Includes a 50MW solar installation at RGR + 10MW solar at the Cinder Lakes Landfill Assumes 25MW goes to make all COF electricity renewable Assumes COF works with APS to allow half of the remaining solar to be acquired/attributed to the commercial/residential sectors at 7.5MW/10MW split. Note: This does include some policy optimism - that APS and ACC will allow.	*COF works with APS to get utility scale solar at RGR

Path to Carbon Neutrality – outcomes modeled	Example City Supporting Actions in the Model
COF 100% renewable electricity by 2025 (likely to require 25-30MW); + energy efficiency and fuel switching upgrades across the municipality by 2030	*See utility scale solar above *Complete COF municipal energy audit and ESCO
12,500 total residential retrofits ~50% of existing homes. Note: This plan includes actions whereby the City directly supports between 4000 – 5500 of these retrofits.	*Relaunch and retool the ARRA era residential retrofit program: Design program for 4000 retrofits. *Revolving loans funds *Rebate programs **Impact Gap! Some of these have to happen without COF support. **The 12500 goal was modeled.** Either the utilities/State/Fed/market needs to fill the gap or COF will need to add additional support. OR BOTH.
25% of all commercial accounts (NOT COF or NAU) get a deep energy efficiency retrofit	*Revolving loan funds *Rebate programs **Impact Gap! Some of these have to happen without COF support. **The 25% goal was modeled.** Either the utilities/State/Fed/market needs to fill the gap or COF will need to add additional support. OR BOTH.
15% of commercial accounts/establishments fully electrify (not including COF or NAU)	*Revolving loan funds *Rebate programs **Impact Gap! Some of these have to happen without COF support. **The 15% goal was modeled.** Either the utilities/State/Fed/market needs to fill the gap or COF will need to add additional support. OR BOTH.
Landfill gas collection and flaring is operational	*COF installs system when current sequences are capped.

2022 Revisions to the Flagstaff Carbon Neutrality Plan

Page #	Page or Section Name	Revision
1	Cover	Update Date: December 2022.
2	Table of Contents	Updated based on revisions.
3	Letter from Council	Added date to clarify the letter was from original adoption.
4	Key terms	Added resilience as a key term.
5	Vision for the Future	Throughout the Plan, we changed 'vulnerable communities' to 'disproportionately impacted', where appropriate.
6	Overarching goals	Removed reference to the Climate Action and Adaptation Plan.
7	**Our Path to Carbon Neutrality**	We have overhauled the graphic for how we display our target areas and priorities. We went from 9 to 15 target areas, and now call the 'focus areas' priorities.
8-10	Target Areas & Strategies	Addition of six new target areas and associated strategies. Sustainable Consumption and Waste Management was changed to simply 'Sustainable Consumption'. Their 'Strategy ID code' was changed from MM to SC.
11	Emissions Reductions projections	Language changes to increase clarity.
13	Getting to net zero	Removed specifics of how we'll achieve renewable energy goals.
15	How this document relates to CAAP	Updated language to reflect the Plan revisions and inclusion of adaptation target areas in the CNP.
16	How the CNP relates to Flagstaff Regional Plan	Updated to include the major amendment to the Regional Plan for Carbon Neutrality (December 2021), which updated the climate policies.
29	Flagstaff will balance community tensions	Adding references to the four 'community tension' statements in the document.
30	Equity and adaptation	Added references to the newly incorporated resilience target areas from the CAAP.
32	**Partnerships - Flagstaff's regional institutions are taking climate action**	Updated to add other regional institutions' climate goals and commitments: NAU, Coconino County, FUSD.
42	Advancing state policy	Noted passage of the Inflation Reduction Act.
45-46	**Funding - Community investment needed**	Added our estimate of financial investment needed and community benefits, to reach carbon neutrality.
47	**The Path to Carbon Neutrality**	This entire section has been significantly revised, to add in the six new target areas and utilize the new target area graphic.
48	About our Target Areas	Removed the 'Connections to the 2018 Climate Action and Adaptation Plan' from the target area structure. This section was removed from all CNP target areas.
49	Priority One: Neighborhoods	Added two new target areas: Housing for All; Inclusive Recreation.

2022 Revisions to the Flagstaff Carbon Neutrality Plan

Page #	Page or Section Name	Revision
55	Equitable Systems - Strategy ES-2	Added actions #3, #4, and #5 - from the CAAP. Added a new action #6.
55	Equitable Systems - Strategy ES-3	Changed language in strategy 3, to use the term 'disproporionately impacted' rather than 'vulnerable' communities.
59 and 63	Decreased Dependence on Cars - How we'll get there	Noted the adoption of the Active Transportation Master Plan.
69	Housing for All Target Area	New target area. The majority of content is copied from the Flagstaff 10-year Housing Plan. Tracked changes are revisions to the content of the Housing Plan.
73	Housing for All - Equity Adaptation and Mitigation Considerations	This is entirely new content to the CNP.
76 - 79	Inclusive Recreation Target Area	New target area. Most content is imported from the Economic Prosperity and Recreation Target Area in the CAAP. For the CNP, we have split that target area into two. Tracked changes are revisions to the CAAP content. There have been significant revisions to the narrative content.
79	Inclusive Recreation - IR-2	New Strategy - did not exist in the CAAP. Includes three actions were transferred from the CAAP and two new actions.
79	Inclusive Recreation - IR-3	Minor change to strategy
89	Project in the pipeline	Removed this call out on red gap ranch energy, to maintain flexibility in meeting our goals
99	Priority Three: Consumption	Added one new target area: Water Security
106	Sustainable Consumption Target Area	Sustainable Consumption and Waste Management was changed to simply 'Sustainable Consumption'. Their 'Strategy ID code' was changed from MM to SC.
110	Sustainable Consumption - Strategy SC-	Changed language in strategy SC-4.
111	Water Security Target Area	New target area. Most content is imported from the Water Resources Target Area in the CAAP (name change). Tracked changes are revisions to the CAAP content. There have been significant revisions to the narrative content.
114	Flagstaff Water Conservation Strategic Plan	Noted the adoption of the Water Conservation Strategic Plan.
116	Water Security - Strategy WS-3	Removed an action on composting toilets (outdated).
118	Priority Four: Commitments	Added three new target areas: Healthy Forests and Open Spaces; Health and Safty; Economic Prosperity.
119	Healthy Forests and Open Spaces Target Area	New target area. Most content is imported from the Natural Environment Target Area in the CAAP (name change). Tracked changes are revisions to the CAAP content. There have been significant revisions to the narrative content.
125	Healthy Forests and Open Spaces - Strategy HF-1	Two new actions (#4 and #8), one revised action (#7).

2022 Revisions to the Flagstaff Carbon Neutrality Plan

Page #	Page or Section Name	Revision
126	Healthy Forests and Open Spaces - Strategy HF-2	Revised language in strategy HF-2, and all five actions under HF-2.
126	Healthy Forests and Open Spaces - Strategy HF-3	Revised language in strategy HF-3. Revised language in actions # and #2. New action: #4.
126	Healthy Forests and Open Spaces - Strategy HF-4	New strategy and three new actions #1, #2, #3. Action #4 imported from another CAAP strategy.
127	Healthy Forests and Open Spaces - Strategy HF-5	New action: #3.
127	Healthy Forests and Open Spaces - Strategy HF-6	Revised language for action #1.
130	Health and Safety Target Area	New target area. Most content is imported from the Public Health Services, Facilities and Safety Target Area in the CAAP (name change). Tracked changes are revisions to the CAAP content. There have been significant revisions to the narrative content.
134	Health and Safety Target Area - Goals	New goal.
135	Health and Safety - Strategy HS-1	Revised language in strategy HS-1, and actions #2, #3, #5, #6. Actions #7 and #8 were revised and imported from another strategy.
136	Health and Safety - Strategy HS-2	Revised language in strategy HS-2, and actions #2 and #5. Added action #6.
136	Health and Safety - Strategy HS-3	Revised language in actions #2 and #4. Added action #6.
137	Health and Safety - Strategy HS-4	Revised language in strategy HS-4, and actions #2, #4 and #5. Added actions #3 #7, #8.
139	Economic Prosperity Target Area	New target area. Most content is imported from the Economic Prosperity and Recreation Target Area in the CAAP. For the CNP, we have split that target area into two. Tracked changes are revisions to the CAAP content. There have been significant revisions to the narrative content.
143	Economic Prosperity - Strategy EP-1	Revised language in strategy EP-1, and actions #1 and #4. Added action #5 and #8.
144	Economic Prosperity - Strategy EP-2	New strategy EP-2. All actions were imported from a prior strategy in the CAAP (EPR-1). Revised language in EPR-6 and EPR-7 (formally they were one combined action).
157	Community Emissions Inventory	This graph was updated with 2020 and 2021 emissions data.
158	Community Emissions Inventory	Edits to reflect the annual greenhouse gas inventory and methodology updates.
160	Thank You Page	Added dates of service to the Steering Committee and staff lists.

Carbon Neutrality Plan Revisions

December 6, 2022

Jenny Niemann
Climate Program Manager
Flagstaff Sustainability Office

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Agenda

Carbon Neutrality Plan Revisions

1. **Three types of revisions to the Carbon Neutrality Plan (CNP)**
   - New information
   - Standard annual revisions
   - Plan consolidation
2. **New CNP Target Areas**
3. **Discussion**

Three Types of Revisions

1. Incorporation of new information	• **Financial investment** needed • Adoption of the **Flagstaff 10-year Housing Plan** • **Partner** commitments: NAU, FUSD, County

Three Types of Revisions

1. Incorporation of new information	• Financial investment needed • Adoption of the Flagstaff 10-year Housing Plan • Partner commitments: NAU, FUSD, County
2. Standard annual revisions	• Update our GHG **emissions inventory** • Minor edits

Three Types of Revisions

1. Incorporation of new information	• Financial investment needed • Adoption of the Flagstaff 10-year Housing Plan • Partner commitments: NAU, FUSD, County
2. Standard annual revisions	• Update our GHG emissions inventory • Minor edits
3. Plan consolidation	• Incorporate **resilience strategies and actions** from the 2018 Climate Action and Adaptation Plan (CAAP)

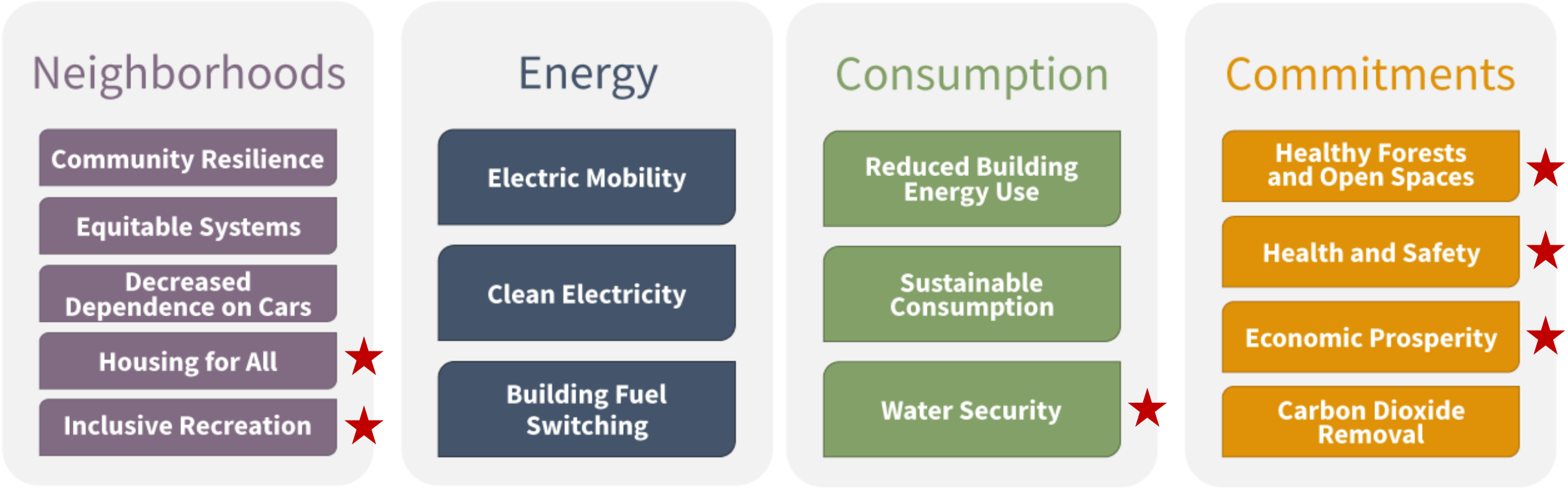
CAAP-CNP Integration

Staff members are working with various stakeholders to incorporate CAAP target areas into the CNP.

- **COF Teams:**
  - Housing
  - Economic Vitality
  - PROSE
  - Wildland Fire
  - Water Services
  - Facilities
- **Coconino County Health and Human Services**
- **External advisory groups:**
  - Sustainability Commission
  - Business Climate Advisory Group

Previous CNP target areas

The revised CNP incorporates **six** new target areas!



PRIORITY ONE: WE WILL STRENGTHEN OUR NEIGHBORHOODS

- Community Resilience
- Equitable Systems
- Decreased Dependence on Cars
- Housing for All
- Inclusive Recreation

Housing for All

Flagstaff will create a vibrant and more livable community through increased housing options for residents at all income levels and family sizes.

Flagstaff's 10-Year Housing Plan – vision statement

This Target Area incorporates the goals and content of Flagstaff's 10-Year Housing Plan, developed in 2021 to respond to Flagstaff's Housing Emergency. The Flagstaff City Council unanimously adopted the 10-Year Housing Plan on February 15, 2022.

WHAT IT MEANS

Housing is a collective benefit

There is a strong and growing movement among Flagstaff community members, housing advocates, and City Council to ensure all Flagstaff residents have access to affordable housing. On December 1, 2020, City Council declared a Housing Emergency in Flagstaff, committing to prioritizing affordable housing within City operations to create safe, decent, and affordable housing opportunities for all community members.

The United States Department of Housing and Urban Development (HUD) defines affordable housing as spending no more than 30% of monthly gross income on housing costs. Households that spend more than 30% on rent or mortgage costs are considered "housing cost burdened"; households spending more than 50% are "severely housing cost burdened." Within the Flagstaff 10-Year Housing Plan, "affordable housing" is defined as households paying 30% or less of monthly gross income towards the home in which they reside, using HUD's definition.

In an expensive housing market like Flagstaff's, some form of subsidy is necessary for housing to be affordable for many lower income households. Housing subsidies come in many forms. Housing subsidy types include rental assistance, eviction prevention, and down payment assistance. Other forms include non-profit affordable housing, public housing, voucher programs, and some forms of co-operative and private sector housing. Throughout the Housing Plan, the term "housing subsidy" is defined as any form of financial assistance aimed towards decreasing housing costs.

The stories we hear from residents and local reports verify that a lack of affordable housing is not just an individual problem, but rather a community problem that has collective consequences that negatively impact Flagstaff. The Flagstaff 10Year Housing Plan demonstrates how the consequences of failing to create, preserve, and provide access to affordable housing in Flagstaff are linked to lasting negative effects on our neighborhoods, health, children, environment, and jobs. The Housing Plan provides a path forward for the next ten years and offers solutions to reducing Flagstaff's Housing Emergency.

Housing Plan

POLICY INITIATIVES

Create housing options for households at all income levels and family sizes occupied by local residents.

Create 1: Incentivize the creation of affordable units through various programs and mechanisms.

Create 2: Ensure that the Flagstaff Regional Plan includes robust affordable housing goals and policies.

Create 3: Create a dedicated funding source for affordable housing in Flagstaff.

Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.

Create 5: Explore regulatory efficiency and cost-saving practices.

Connect people to equitable housing solutions.

Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.

Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.

Connect 3: Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.

Preserve affordable housing.

Preserve 1: Encourage the adaptive reuse of buildings.

Preserve 2: Expand efforts to preserve existing housing stock.

Protect people from housing discrimination and remove housing barriers.

Protect 1: City Council will continue to lobby and support federal and state legislation to encourage changes to federal and state laws, and to increase the amount of funding available for the preservation and construction of affordable housing.

Protect 2: Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.

Protect 3: Continue Flagstaff's commitments to further federal and Arizona Fair Housing laws in all housing-related services and programs, value the efforts of those who seek to reduce barriers to equitable housing opportunities, and provide Fair Housing education and resources to the community.

Refer to the Detailed List of Policy Initiatives and Strategies on page 52.

CNP – Housing for All Target Area

STRATEGIES TO ACHIEVE HOUSING FOR ALL

These strategies match the policies initiatives in the Flagstaff 10-year Housing Plan. See page 52 of the Housing Plan for the timeline, implementation, and collaboration information for each policy and strategy.

HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

Opportunities for action:

1. Incentivize the creation of affordable units through various programs and mechanisms.
2. Ensure that the Flagstaff Regional Plan includes robust affordable housing goals and policies.
3. Create a dedicated funding source for affordable housing in Flagstaff.
4. Amend the Flagstaff Zoning Code to facilitate the development of all housing types.
5. Explore regulatory efficiency and cost-saving practices.

HA-2: Connect people to equitable housing solutions.

Opportunities for action:

1. Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
2. Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.
3. Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.

HA-3: Preserve affordable housing.

Opportunities for action:

1. Encourage the adaptive reuse of buildings.
2. Expand efforts to preserve existing housing stock.

HA-4: Protect people from housing discrimination and remove housing barriers.

Opportunities for action:

1. City Council will continue to lobby and support federal and state legislation to encourage changes to federal and state laws, and to increase the amount of funding available for the preservation and construction of affordable housing.
2. Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.
3. Continue Flagstaff's commitments to further federal and Arizona Fair Housing laws in all housing-related services and programs, value the efforts of those who seek to reduce barriers to equitable housing opportunities, and provide Fair Housing education and resources to the community.

THE FLAGSTAFF CARBON NEUTRALITY PLAN

Inclusive Recreation

Flagstaff will ensure abundant and equitable access to recreational opportunities, prepare for changes to recreation due to climate change, and reduce emissions from recreation.

WHAT IT MEANS

Flagstaff offers exceptional recreational opportunities to both residents and visitors, whether through City of Flagstaff parks, recreation centers, or access to surrounding National Forest land. These diverse recreational opportunities provide residents with the ability to achieve physical and mental health and wellness. The City of Flagstaff Parks, Recreation, Open Space and Events Division seeks to ensure access to parks and recreation, connectivity, health and wellness, inclusion and equity, and natural resource protection.

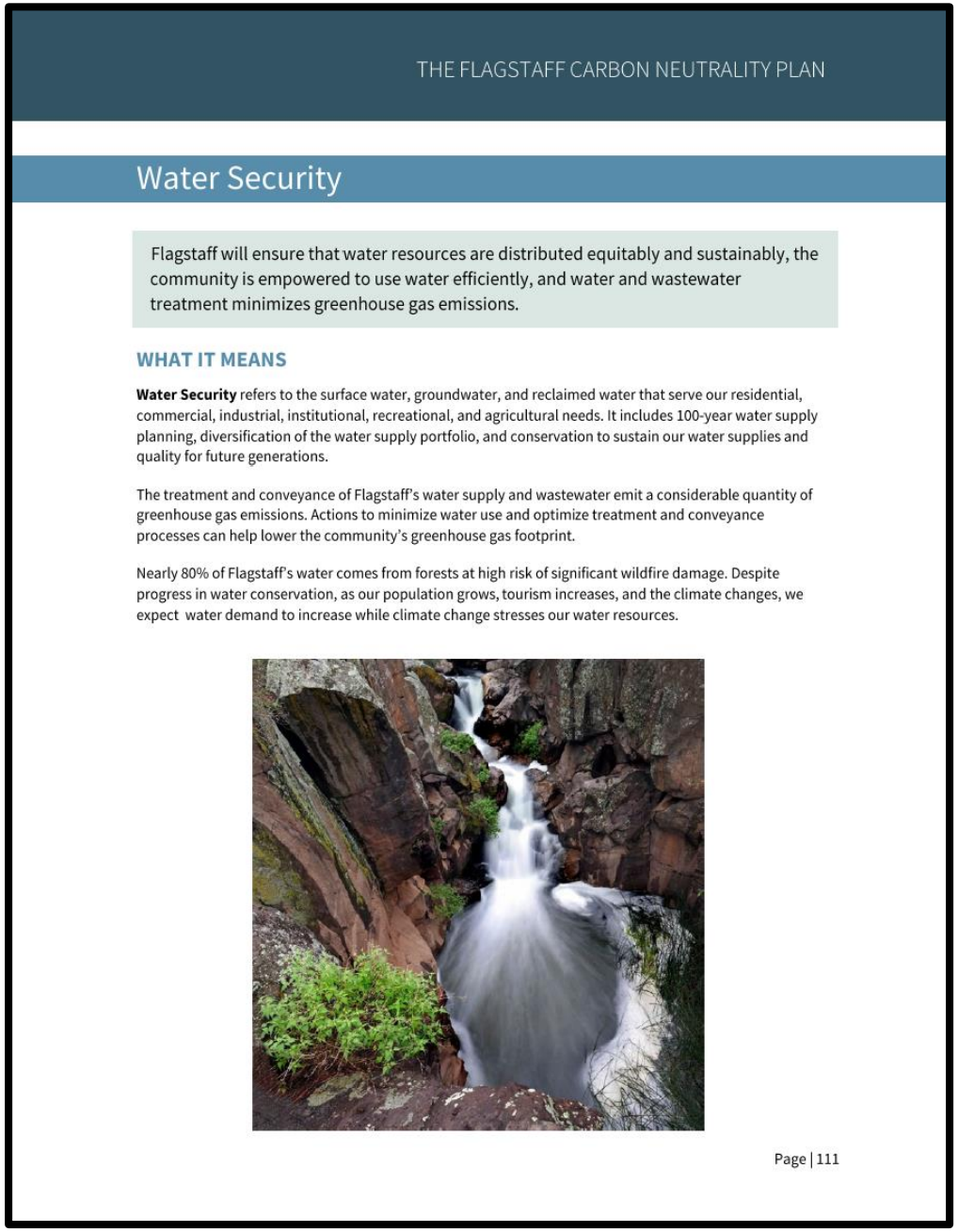
Changing conditions will affect recreation for both residents and visitors alike, and may stress the City's ability to ensure accessibility, equity and inclusion across all parks and recreation facilities. For more on how climate change will affect visitation, see the Economic Prosperity Target Area on page 139.

Inclusive Recreation strategies

IR-1 Protect natural areas and ecosystem services that are most vulnerable to the impacts of increased visitation and climate change.

IR-2 Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.

IR-3 Plan for changes to recreation, reduce emissions, and respond to the impacts of climate change on current Parks and Recreation facilities and operations.



THE FLAGSTAFF CARBON NEUTRALITY PLAN

Water Security

Flagstaff will ensure that water resources are distributed equitably and sustainably, the community is empowered to use water efficiently, and water and wastewater treatment minimizes greenhouse gas emissions.

WHAT IT MEANS

Water Security refers to the surface water, groundwater, and reclaimed water that serve our residential, commercial, industrial, institutional, recreational, and agricultural needs. It includes 100-year water supply planning, diversification of the water supply portfolio, and conservation to sustain our water supplies and quality for future generations.

The treatment and conveyance of Flagstaff's water supply and wastewater emit a considerable quantity of greenhouse gas emissions. Actions to minimize water use and optimize treatment and conveyance processes can help lower the community's greenhouse gas footprint.

Nearly 80% of Flagstaff's water comes from forests at high risk of significant wildfire damage. Despite progress in water conservation, as our population grows, tourism increases, and the climate changes, we expect water demand to increase while climate change stresses our water resources.

Page | 111

Water Security strategies	
WS-1	Improve water infrastructure and expand water reuse.
WS-2	Improve ecosystem management for protection of water resources.
WS-3	Continue to support water conservation efforts across the Flagstaff community.
WS-4	Maximize passive and active community rainwater infiltration.

THE FLAGSTAFF CARBON NEUTRALITY PLAN

Healthy Forests and Open Spaces

Flagstaff will support thriving local ecosystems that are resilient to climate change, publicly accessible, and store carbon dioxide.

WHAT IT MEANS

Healthy Forests and Open Spaces refers to ecosystem health, environmentally sensitive lands, plants, soils, and wildlife in the context of the conservation and protection of natural systems. This target area also includes open spaces that protect environmental quality and biodiversity, support tourism, and protect historic and cultural resources.

Flagstaff is fortunate to have a bounty of beautiful natural spaces that provide multiple benefits for the community, including the provision of clean air and water, recreational opportunities, and wildlife habitat. Many of Flagstaff's natural systems and surrounding natural areas will be impacted by climate change, threatening important services such as water filtration, flood abatement, recreation, and fire protection. Changes in temperature, snowpack, and the abundance of diseases and pests will stress Flagstaff's surrounding forests and the species that depend on them. Although not formally accounted for in Flagstaff's greenhouse gas emissions inventory, natural ecosystems such as forests capture and store carbon, acting as a greenhouse gas "sink." Proper ecosystem management can optimize this process of carbon sequestration, as well as minimize the potential risk of greenhouse gas emissions from wildfires.

The ponderosa pine forests of northern Arizona have existed for thousands of years and evolved to benefit from frequent fires ignited by both seasonal monsoonal weather patterns and cultural burning practices. Unfortunately, more than a century of fire suppression-based management has left the forest in an altered condition. These changes threaten Flagstaff's natural resources, economy, infrastructure, and quality of life, which negatively impact recreation and tourism-based economies.

The threats and preventive solutions are complicated but well understood. Restoring the forest to its natural, fire adapted pattern can mitigate unnatural wildfire threats. Long term forest restoration strategies will also stabilize and enhance carbon storage. Collaborative efforts that involve agencies, communities and stakeholders are required to advance risk reduction projects.

Healthy Forests and Open Spaces strategies
HF-1 Protect existing forests, resources, and meaningful open spaces.
HF-2 Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
HF-3 Educate the public on forest health and wildfire risk reduction.
HF-4 Support innovation in the forest health and wildland fire sectors.
HF-5 Encourage diverse native plant ecosystems in the built environment.
HF-6 Proactively manage for expected ecosystem transitions, including the potential threats to ponderosa pine forests.

THE FLAGSTAFF CARBON NEUTRALITY PLAN

Health and Safety

Flagstaff will take proactive steps to protect and improve health, provide reliable and multi-faceted access to health services, prepare for disruptive change, and increase infrastructure and emergency response system resilience.

WHAT IT MEANS

Climate change will impact health across the Flagstaff community. These impacts will range from acute risks like wildfire to more distributed impacts like increases in allergens. While the list of health impacts is extensive, pertinent examples include:

- Extreme heat and wildfire smoke are significant risks for disproportionately impacted communities such as Flagstaff's outdoor workers, the elderly, the very young, and low-income populations.
- Extreme heat kills more people in the US than any other weather event. Flagstaff will experience more days over 90 degrees as regional temperatures warm. While this is not extreme heat when compared to most other places in Arizona, Flagstaff does not possess the infrastructure or systems to deal with extended extreme heat. Many homes lack air conditioning or proper ventilation, and risks are particularly higher for elderly and low income populations, as well as those living in older buildings that don't have updated climate control infrastructure.
- Increased wildfire risk will stress emergency services and expand wildfire risk areas to encompass more homes. Increased severity and frequency of wildfires are highly likely to lead to loss of homes, challenges to businesses, damage to infrastructure and even loss of life. Both fires and flooding often necessitate temporary evacuations, that can potentially lead to long-term displacement or homelessness.

Health and Safety strategies

HS-1	Identify community health impacts from climate change and target support to assist at-risk populations in adapting to change and protecting their health.
HS-2	Prepare for changing risks to public health due to climate change and increase collaborations across agencies to improve health and climate awareness, preparedness, and resilience.
HS-3	Adequately fund services for disaster preparedness.
HS-4	Improve the resilience of public infrastructure and City facilities.

Economic Prosperity

Flagstaff will cultivate a prosperous and stable economy with abundant and equitable access to employment and entrepreneurship opportunities.

WHAT IT MEANS

Economic prosperity refers to community and economic health, including opportunities to reduce emissions and help the community's business and tourism sectors prepare for climate change.

While climate change will impact all sectors of the local economy, by preparing for change, the Flagstaff community can adapt to changing conditions while creating a stronger community and greater shared prosperity. Businesses can help lead the way in this transition through creativity, innovation, and resilience.

The City of Flagstaff works to develop a diverse, sustainable economy that provides benefits across the Flagstaff community. Tourism and visitation are and will remain strong economic drivers for Flagstaff. Meanwhile, Flagstaff's business sector goes far beyond - ranging from biomedical manufacturing to astronomy and brewing. Flagstaff offers residents and visitors alike a wide range of cultural and outdoor experiences, through offerings like local bike shops, regional museums, a vibrant non-profit sector, markets and festivals. Business attraction efforts encourage relocation by companies that provide high wages and have low environmental and water impacts. All of these forces combined provide job opportunities and careers to the greater Flagstaff region.

Economic Prosperity strategies

EP-1 Accelerate the transformation to a low-carbon economy that minimizes emissions and spurs innovation.

EP-2 Support the adaptation efforts of local businesses as the climate changes and the economic landscape shifts.

CNP Revisions

Thank you!

Jenny Niemann

Climate Program Manager

Flagstaff Sustainability Office

11. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Paul Lasiewicki, Deputy Police Chief
Co-Submitter:	Dan Musselman
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-60 and Ordinance No. 2022-34: A Resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "Vehicle Noise Code Amendments" and an Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 6, Police Regulations, Chapter 8, Noise Control, by adopting by reference that certain document entitled "Vehicle Noise Code Amendments;" providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the December 6, 2022 Council Meeting:

1) Read Resolution No. 2022-60 by title only
2) City Clerk reads Resolution No. 2022-60 by title only (if approved above)
3) Read Ordinance No. 2022-34 by title only for the first time
4) City Clerk reads Ordinance No. 2022-34 by title only (if approved above)

At the December 13, 2022 Council Meeting:

5) Adopt Resolution No. 2022-60
6) Read Ordinance No. 2022-34 by title only for the final time
7) City Clerk reads Ordinance No. 2022-34 by title only (if approved above)
8) Adopt Ordinance No. 2022-34

Executive Summary:

In October of 2019, a Flagstaff resident emailed the Mayor and Council to express his concerns about unnecessary noise pollution. The resident specifically pointed out a concern about vehicles equipped with “intentionally loud automobile mufflers” and went on to say “I can't count the number of times that I have been assaulted by blasts of noise from cars spewing their deep and threatening engine vibrato. Their abuse can be heard, even felt, from blocks away”.

This email was followed up by a petition to the Flagstaff City Council containing 29 signatures titled “Intentional Noise Pollution”. This petition requested the City Council consider the effects of noise pollution on the quality of life in Flagstaff. It asks the Council to address the unnecessary noise created when drivers intentionally modify a vehicle for the sole purpose of increasing their noise footprint.

These concerns were presented to Council during the June 1, 2021, regular council meeting. After the presentation the Council voted to have an ordinance drafted to address nuisance noise.

An ordinance was presented to Council on September 21, 2021. At the conclusion of that discussion

Council requested a work session to further discuss a possible ordinance.

On January 25 of this year, Police Department staff presented the proposed noise ordinance with different options for enforceable sound levels and qualities to Council for their consideration. At that time, Council directed the City to hire a consultant to conduct a sound study and provide recommendations for noise enforcement. On June 22 MD Acoustics, the hired consultant, provided Police Department staff with a report detailing their findings and recommendations.

The Flagstaff Police Department has facilitated several community outreach efforts, including two Coffee with a Cop events at local coffee shops, a neighborhood meeting at the Murdoch Center, and a town hall meeting at City Hall in an effort to solicit input on the ordinance from Flagstaff citizens most impacted by the elements of the proposed ordinance.

On October 18 City Council provided guidance to create two separate Nuisance Noise Ordinances: one regulating vehicle noise and one regulating noise from fixed sources. Additional direction was given to staff on the Nuisance Vehicle Noise ordinance. We are here today for any further discussion on the attached Draft Nuisance Vehicle Noise ordinance.

Financial Impact:

If the Council approves City Code 6-08-001-0004, there will be a need to purchase the proper sound level meters necessary for enforcement. In addition, enforcement personnel will need to attend the necessary training to become certified in the meter's use. Certification and continued recertification in the use of a class 2 decibel meter would be necessary for the Police Officer or Code Enforcement Officer to testify in court.

Each person operating the sound level meter for enforcement would need to receive initial training/certification and continued recertification prior to its use. Currently, a five-day Community Noise Enforcement Certification Course is offered by Rutgers at the Rutgers Noise Technical Assistance Center (RNTAC). This training is offered in a Webex (online) format. The cost for attending the certification training is $625. The recertification class, which is required every 24 months, is $325.

Additional information can be found at: https://envsci.rutgers.edu/rntac/schedule.html.

The plan is to train one Patrol Lieutenants, all five Police Officers who are assigned to the traffic enforcement squad, and two Police Officers on each of the eight patrol squads for a total of 22 personnel out of the 118 authorized sworn officers. The training currently costs $625 per person.

For the above planned 22 officers to attend the training, the training cost will be $13,750.

We will need to purchase 22 sound level meter kits (containing a meter, wind screen and calibrator) at $930 per unit for a material cost of $20,460.

The officers are required to re-cert every 2 years at accost of $325 per re-certification.

Due to officer attrition, we will be asking for line item to conduct re-certifications and additional certifications (for new officers) as we replace officers who leave. The best estimate is that this yearly cost will be $5,000 - $10,000.

These costs have been approved as a part of the COF FY2022-2023 budget.

Policy Impact:

This will provide a tool for officers to educate the public and take enforcement action on vehicles that are excessively loud.

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

Safe and Healthy Community

Foster a safe, secure, and healthy community

Provide public safety with the resources, staff and training to respond to community needs.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

Council can choose to approve or to not approve the Nuisance Vehicle Noise Ordinance.

Community Involvement:

Several citizens have approached members of Council and expressed their support for a nuisance vehicle noise ordinance.

Attachments: Res. 2022-60
Vehicle Noise Code Amendments
Ord. 2022-34

RESOLUTION NO. 2022-60

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "*VEHICLE NOISE CODE AMENDMENTS*"

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; and

WHEREAS, the Mayor and City Council of the City of Flagstaff ("City") wish to declare the "Vehicle Noise Code Amendments" to be a public record to be maintained by the City Clerk for the convenience of its citizens and to permit its adoption by reference into the City Code; and

WHEREAS, the City Council finds that one (1) paper copy and one (1) electronic copy of the "Vehicle Code Amendments" have been placed on file with the City Clerk as a public record available for inspection by the public until such time as the City Council shall adopt a later edition of the Nuisance Noise Ordinance.

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 *"Vehicle Noise Code Amendments"* 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.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of December, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
Vehicle Noise City Code Amendments

Vehicle Noise Code Amendments

6-08-001-0004 ~~ENFORCEMENT PROCEDURE~~ VEHICLE NOISE

~~Violations of this Chapter shall be prosecuted as civil violations of the Flagstaff City Code or in the same manner as other misdemeanor violations of the City's Code.~~

A. DEFINITIONS

THE FOLLOWING WORDS AND PHRASES, WHEN USED IN THIS SECTION SHALL HAVE THE FOLLOWING MEANINGS:

A-WEIGHTING: THE SOUND LEVEL OF NOISE AS MEASURED WITH A METER USING THE A-WEIGHTING NETWORK, THIS UNIT IS DB(A)

C-WEIGHTING: THE SOUND LEVEL OF NOISE AS MEASURED WITH A METER USING THE C-WEIGHTING NETWORK, THIS UNIT IS DB(C)

CLEARLY AUDIBLE: CAN BE PLAINLY HEARD BY A PERSON WITH NORMAL HEARING.

DECIBEL (DB): THE VALUE IS EQUAL TO 20 TIMES THE LOGARITHM TO THE BASE 10 OF THE RATIO OF THE MEASURED SOUND PRESSURE TO THE REFERENCE PRESSURE, WHERE THE REFERENCE PRESSURE IS TWO TIMES 10^{-5} NEWTON/METER^2.

FREQUENCY: THE FREQUENCY OF A SOUND IS THE NUMBER OF PRESSURE CYCLES OCCURRING IN A UNIT OF TIME. THE UNIT OF FREQUENCY IS HERTZ (HZ), I.E., CYCLES PER SECOND.

IMPULSE NOISE: MEANS A NOISE OF SHORT DURATION, USUALLY LESS THAN ONE (1) SECOND, WITH AN ABRUPT ONSET AND RAPID DECAY.

LMAX: (MAXIMUM LEVEL) MEANS THE LOUDEST SOUND LEVEL OVER A SAMPLE PERIOD. LMAX IS EXPRESSED IN DB(A) OR DB(C). LMAX IS FAST-WEIGHTED FOR IMPULSE NOISES AND SLOW-WEIGHTED FOR CONTINUOUS NOISE.

MOTOR VEHICLES: MEANS ANY SELF-PROPELLED VEHICLE OPERATED WITHIN THE CITY, INCLUDING BUT NOT LIMITED TO LICENSED OR UNLICENSED VEHICLES, AUTOMOBILES, MINIBIKES, GO-CARTS AND MOTORCYCLES.

NOISE: ANY SOUND, WHETHER NATURALLY OR ARTIFICIALLY PRODUCED.

PERIOD: OF A PERIODIC QUANTITY SHALL MEAN THE SMALLEST INCREMENT OF TIME FOR WHICH THE FUNCTION REPEATS ITSELF.

PERSON: ANY INDIVIDUAL, FIRM, PARTNERSHIP, JOINT VENTURE, ASSOCIATION, CORPORATION, MUNICIPAL CORPORATION, ESTATE, TRUST OR ANY OTHER GROUP OR COMBINATION ACTING AS A UNIT, AND THE PLURAL AS WELL AS THE SINGULAR NUMBER.

PUBLIC SAFETY WORK: WORK IMMEDIATELY NECESSARY TO RESTORE PROPERTY TO SAFE CONDITION, OR WORK REQUIRED TO PROTECT PERSONS OR PROPERTY FROM POTENTIAL DANGER OR DAMAGE, INCLUDING SNOWPLOWING OR WORK BY A PUBLIC OR PRIVATE UTILITY WHEN RESTORING UTILITY SERVICE.

PURE TONE NOISE: MEANS ANY NOISE THAT IS DISTINCTLY AUDIBLE AS A SINGLE PITCH (FREQUENCY) OR SET OF PITCHES AS DETERMINED BY THE ENFORCEMENT OFFICER.

SOUND AMPLIFICATION SYSTEM: ANY DEVICE, INSTRUMENT OR SYSTEM, WHETHER ELECTRICAL OR MECHANICAL OR OTHERWISE FOR AMPLIFYING SOUND OR FOR PRODUCING OR REPRODUCING SOUND, INCLUDING BUT NOT LIMITED TO ANY RADIO, STEREO, MUSICAL INSTRUMENT, COMPACT DISC, OR SOUND OR MUSICAL RECORDER OR PLAYER.
SOUND LEVEL OR NOISE LEVEL: IS THE SOUND INTENSITY MEASURED WITH A SOUND LEVEL METER SET TO A-WEIGHTING WITH THE UNIT OF MEASUREMENT DB(A), OR C-WEIGHTING WITH THE UNIT OF MEASUREMENT DB(C).

SOUND LEVEL METER: MEANS AN INSTRUMENT INCLUDING A MICROPHONE, AN AMPLIFIER, AN OUTPUT METER, AND FREQUENCY WEIGHTING NETWORKS FOR THE MEASUREMENT OF SOUND LEVELS WHICH SATISFIES THE PERTINENT REQUIREMENTS IN AMERICAN STANDARD SPECIFICATIONS FOR SOUND LEVEL METERS S1.4-1971 OR THE MOST RECENT REVISION THEREOF FOR TYPE I OR TYPE II EQUIPMENT.

B. VEHICLE NOISE LIMITS

THE FOLLOWING NOISE RESTRICTIONS ARE HEREBY ESTABLISHED FOR ANY AREA WITHIN THE CITY FOR VEHICLE NOISE:

NO PERSON SHALL OPERATE EITHER A MOTOR VEHICLE OR COMBINATION OF VEHICLES AT ANY TIME OR UNDER ANY CONDITION OF GRADE, LOAD, ACCELERATION OR DECELERATION IN SUCH A MANNER AS TO EXCEED THE FOLLOWING NOISE LIMIT OF THE CATEGORY OF MOTOR VEHICLE MEASURED FROM OUTSIDE OF THE TRAFFIC LANE OR AT A GREATER DISTANCE:

LOCATION OF VEHICLE	LEGAL SPEED LIMIT OF 35 MPH OR LESS	LEGAL SPEED LIMIT OF MORE THAN 35 MPH
(1) ANY MOTOR VEHICLE WITH A MANUFACTURER'S GROSS VEHICLE WEIGHT RATING OF 26,000 POUNDS OR MORE, ANY COMBINATION OF VEHICLES TOWED BY SUCH MOTOR VEHICLE, AND ANY MOTOR-CYCLE OTHER THAN AN ELECTRIC BICYCLE	88 DB(A)	92 DB(A)
(2) ANY OTHER MOTOR VEHICLE AND ANY COMBINATION OF VEHICLES TOWED BY SUCH MOTOR VEHICLES	82 DB(A)	86 DB(A)

C. MEASUREMENT CRITERIA

FOR THE PURPOSE OF ENFORCEMENT OF THE PROVISIONS OF THIS SECTION, NOISE LEVEL SHALL BE MEASURED ON THE A-WEIGHTED SCALE WITH A TYPE I OR TYPE II SOUND LEVEL METER. THE METER SHALL BE SET FOR SLOW RESPONSE SPEED, EXCEPT FOR IMPULSE NOISES OR RAPIDLY VARYING SOUND LEVELS, FAST RESPONSE SPEED MAY BE USED. PRIOR TO MEASUREMENT, THE METER SHALL BE CALIBRATED, AND ADJUSTED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS

D. CIVIL PENALTIES

THE CIVIL FEES FOR A RESPONSIBLE PERSON(S) ARE AS FOLLOWS:

1. FOR A FIRST VEHICLE NOISE VIOLATION A WARNING SHALL BE ISSUED.

2. FOR A SECOND VEHICLE NOISE VIOLATION WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE FIRST VEHICLE NOISE VIOLATION THE FEE IS ONE HUNDRED AND FIFTY DOLLARS ($150.00), INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS, OR SURCHARGES.

3. FOR A THIRD OR SUBSEQUENT VEHICLE NOISE VIOLATION WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE SECOND NUISANCE NOISE VIOLATION THE FEE IS TWO HUNDRED AND FIFTY DOLLARS ($250.00), INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS, OR SURCHARGES.

4. EACH DAY THAT A VIOLATION OF THIS ORDINANCE IS PERMITTED TO CONTINUE OR OCCUR BY THE DEFENDANT SHALL CONSTITUTE A SEPARATE OFFENSE SUBJECT TO SEPARATE CITATION PURSUANT TO THE PROVISIONS OF THIS ORDINANCE.

F. OTHER REMEDIES

NOTHING IN THIS ORDINANCE SHALL BE CONSTRUED AS AFFECTING THE ABILITY OF THE STATE TO INITIATE OR CONTINUE CONCURRENT OR SUBSEQUENT CRIMINAL PROSECUTION OF ANY PERSON FOR ANY VIOLATIONS OF THE PROVISIONS OF THE CITY CODE OR STATE LAW ARISING OUT OF THE CIRCUMSTANCES NECESSITATING THE APPLICATION OF THIS ORDINANCE.

G. HEARING PROCEDURES

1. A PERSON LIABLE FOR THE CIVIL FEE UNDER THIS SECTION MAY, WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OF THE VIOLATION, REQUEST A HEARING WITH A HEARING OFFICER DESIGNATED BY THE PRESIDING MAGISTRATE OF THE FLAGSTAFF MUNICIPAL COURT.

2. THE HEARING OFFICER SHALL SET A TIME AND PLACE FOR THE HEARING AS SOON AS PRACTICABLE.

3. THE HEARING SHALL BE CONDUCTED IN AN INFORMAL PROCESS TO DETERMINE WHETHER THERE IS A SUFFICIENT FACTUAL AND LEGAL BASIS

TO IMPOSE THE CIVIL FEE. THE RULES OF EVIDENCE SHALL NOT APPLY; PROVIDED, THAT THE DECISION OF THE HEARING OFFICER SHALL IN ALL CASES BE BASED UPON SUBSTANTIAL AND RELIABLE EVIDENCE. ALL PARTIES TO THE HEARING SHALL HAVE THE RIGHT TO PRESENT EVIDENCE. THE CITY SHALL HAVE THE BURDEN OF ESTABLISHING BY A PREPONDERANCE OF THE EVIDENCE THAT A VIOLATION HAS OCCURRED.

4. THE DECISION OF THE HEARING OFFICER IS FINAL. A FAILURE OF THE PERSON NOTIFIED OF THE VIOLATION TO TIMELY REQUEST A HEARING OR THE FAILURE TO APPEAR AT A SCHEDULED HEARING SHALL CONSTITUTE A WAIVER OF THE RIGHT TO A HEARING OR TO CHALLENGE THE VALIDITY OF THE NOTICE OR VIOLATION.

ORDINANCE NO. 2022-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 6, POLICE REGULATIONS, CHAPTER 8, NOISE CONTROL, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"VEHICLE NOISE CODE AMENDMENTS"*; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, members of the community have expressed their concerns to the Mayor and the Flagstaff City Council regarding nuisance noise from vehicles; and

WHEREAS, the City Council finds that enacting the Vehicle Noise Code Amendments to address vehicle noise in Flagstaff protects the rights, interests, safety and welfare of City residents.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That certain document known as "*Vehicle Noise Code Amendments*", one(1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2022-60 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 code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 13th day of December, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

13. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizens' Petition titled Timely Public Access to Traffic Study Data

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on November 15, 2022, requesting that the City Council establish a policy requiring staff to provide traffic study data to the public within 15 days of any request, or at least 7 days prior to any meeting (e.g. City Council, Transportation or Planning & Zoning Commissions, etc.) set to discuss the findings and allow the public to present their interpretation of the data.

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2022-07
Staff Presentation

PETITION # 2022-07

RECEIVED 11/15/22 SS

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Timely Public Access to Traffic Study Data

Action Requested: City Council establish a policy requiring Staff to provide Traffic Study data to the public within 15 days of any request, or at least 7 days prior to any meeting (e.g. City Council, Transporation or Planning & Zoning Commissions, etc.) set to discuss the findings and allow the public to present their interpretation of the data.

Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/18/22	Brian Lee Wilson	2389 S. Cliffview St. Flagstaff, AZ 86001	
10-18-22	KAREN KAMPF	2389 S. CLIFFVIEW ST FLAGSTAFF AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**
11/15/22	Stacy Saltzburg, City Clerk	December 6, 2022

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-18-2022	Marsha Modrell	2005 W. University Ave	Marsha Modrell
10/18/22	Roger Modrell	2005 W. University Ave	Roger Modrell

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/18/22	Forrest Wilson	1095 N Hemlock Way	
10/18/22	Dillon Joseph	104 E Dale Ave	
10/18/22	Michael Wellefrit	2310 N Center St	
10/20/22	Nicholas Smolenske	1524 N Costen St	
10/20/22	BLAKE BOYER	1095 N Hemlock Way	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

Authentisign ID: 59C939D9-0450-ED11-ADE6-0050F26450A3

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/22	James J. Davis	2513 S. Kodiak Ln., Flagstaff, AZ 86001	Authentisign James J. Davis
10/19/22	Angela Davis	2513 S. Kodiak Ln., Flagstaff, AZ 86001	Authentisign Angela Davis

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/22	SCOTT DUBAY	2018 S. TOMBAUGH WAY FLAGSTAFF, AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

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(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/9/22	Carva Henscheid	1535 W. Daydream Dr Flagstaff, Az 86001	
10/9/22	Kenneth Henscheid Jr	1535 W. Daydream Dr Flagstaff Az 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/22	Monica Herrick-Attridge	2036 S. Majestic Rd.	Monica Attridge
10/19/22	Sydney Attridge	" "	Sydney Attridge
10/19/22	Norwood Attridge	" "	N. Attridge

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

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(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10.19.22	Lisa J Hoshor	1914 W. Soft Wind Ln	Lisa J Hoshor
10/19/22	Steven B. Hoshor	1914 W. Soft Wind Ln	Steven B. Hoshor

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
12-19-22	BJORN KRONDORFER	1894 W CAMELOT DR FLAG 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
19Oct22	Kathy Stock	1863 Ashandle Way Flagstaff AZ 86001	Kathy Stock
19Oct22	D E Stock	" "	D E Stock

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

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(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/2022	JAMES A. VELEZ JR.	2064 S. HIGHLAND MESA FLAGSTAFF, AZ. 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL

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and Flagstaff City Code Title I Chapter 12

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Title of Issue: Timely Public Access to Traffic Study Data

Action Requested: City Council establish a policy requiring Staff to provide Traffic Study data to the public within 15 days of any request, or at least 7 days prior to any meeting (e.g. City Council, Transporation or Planning & Zoning Commissions, etc.) set to discuss the findings and allow the public to present their interpretation of the data.

Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/2022	Desmon Wright 1532 W	Daydream Dr	Desmon Wright
10/19/2022	Julia Wright 1532 W Da	ydream Dr	Julia Wright
10/19/2022	Caleb Wright 1532 W Da	ydream Dr	Caleb Wright

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-22	Jill Austin	2442 S. Highland Mesa	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	Robert Courtney	2476 S. Cliffview St	Robert Courtney
10/20/22	Shannon Courtney	2476 S. Cliffview St	Shannon Courtney

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

Petitions

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title 1 Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5840 AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-22	Marie Coyne	2262 S Highland Mesa Rd	Marie Coyne
10-20-22	Michael Coyne	2262 S Highland Mesa Rd	Michael Coyne
[illegible]	[illegible]	2270 S Highland	[illegible]
10-20-22	John D. Schaub	2406 S Highland Mesa Rd	John D Schaub
10-20-22	Jean K Schaub	2406 S Highland Mesa Rd	Jean K Schaub

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

02. 2016

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	JOAN E FLANAGAN	2464 S. CLIFFVIEW ST FLAGSTAFF, AZ 86001	Joan E Flan
21 Oct 2022	Paul T. Flanagan	2464 S Cliffview ST Flagstaff AZ 86001	Paul T. Flanagan

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
October 20, 2022	Wendy Franz	1903 W. Camelot Drive Flagstaff, AZ 86001	W Franz
October 20, 2022	Robert Wirthlin	1903 W. Camelot Drive Flagstaff, AZ 86001	R Wirthlin

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-22	Gaye Luna	1807 W. Camelot Drive, 86001	Gaye Luna

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-22-22	Andrew J. Moore	2209 S. Majestic Flagstaff, AZ 86001	Andrew J. Moore
10/20/2022	GRETA MATJE	2209 S. MAJESTIC RD. FLAGSTAFF, AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

02/2016

Petitions

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson
(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	JANET PARKER	2287 HIGHLAND MESA	Janet Parker
10/20/22	ROBERT PARKER	2287 S. HIGHLAND MESA	Robert Parker

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED	BY	COUNCIL MEETING DATE

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	Deanna Pelton	2311 S. Eclipse Ln 86001	
10/20/22	SCOTT PELTON	2311 S ECLIPSE LN 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue:

Action Requested: Timely Public Access to Traffic Study Data

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640. AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	Nathan Ragan	1719 Ax Handle Way	N Ragan
10/20/22	Ashley Ragan	1719 Ax Handle Way	A Ragan

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson
(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	LISA RICHARDSON	1754 W. University Ave Flagstaff, AZ 86001	
10/20/22	Scott Richardson	1754 W. University Ave Flagstaff AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/21/22	Richard Hearn	1916 W. University Ave, Flagstaff AZ 86001	
10/21/22	Linda Hearn	1916 W. University Ave Flagstaff, AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a petition (either to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Timely Public Access to Traffic Study Data

Action Requested: City Council establish a policy requiring staff to provide Traffic Study data to the public within 15 days of any request, or at least 7 days prior to any presentation to a City Council, Commission or Planning & Zoning Commissions, etc. that is chosen that includes that issue the public is present. See interpretation of the data

Printed Name of Submitter: Brian Lee Wilson
(Submitter must print and sign before and complete information)

Contact Information: MOBILE - 928 607-3640, AFM1977@msn.com
(phone number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-21-22	Rose Valdez	[illegible]	[signature]
10-21-22	Samantha Valdez	[illegible]	[signature]
10-21-22	Nadeen Valdez	[illegible]	[signature]
10-21-22	Yvonne Valdez	[illegible]	[signature]

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED: BY: (CLERK'S INITIAL)

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/22/22	PATRICK FLANERY	1898 W UNIVERSITY AV	
10/22/22	Connie J Flanery	1898 W. Univ. Ave.	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
20Oct22	Kortney Snider	1888 W. Camelot Drive	Kortney AS

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-22	Julie Velez	2064 S. Highland Mesa	Julie Velez

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-2022	Joan M. White	1990 W Soft Wind LN	Joan M. White
10-20-2022	Richard L. White	1990 W. Soft Wind LN	Richard White

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

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Printed Name of Submitter: Brian Lee Wilson

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/21/2022	Kevin Estepp	2015 S. Tombaugh Way	
10/21/2022	Stacy Estepp	2015 S. Tombaugh Way	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

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Printed Name of Submitter: Brian Lee Wilson

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/22/2022	JAMES W. JONES	2096 W. UNIVERSITY AVE	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/24/22	HOLLY GANT	1837 W. UNIV. AVE	Holly Gant
10/24/22	DANIEL GANT	1837 W. UNIV. AVE	Daniel Gant

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-24-2022	DUANE MCKINLEY	2512 S. KODIAK LN	Duane McKinley
10-24-2022	Karen McKinley	2512 S. Kodiak LN	Karen McKinley

RECEIVED BY CITY OF FLAGSTAFF		
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PETITION TO FLAGSTAFF CITY COUNCIL

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/24/2022	Samantha To	2455 S Cliffview St Flagstaff AZ 86001	Samantha To

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Timely Public Access to Traffic Study Data

Action Requested: City Council establish a policy requiring Staff to provide Traffic Study data to the public within 15 days of any request, or at least 7 days prior to any meeting (e.g. City Council, Transporation or Planning & Zoning Commissions, etc.) set to discuss the findings and allow the public to present their interpretation of the data.

Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/25/2022	VALDIMIR J. PALESKI	2088 W. UNIVERSITY AV FLAGSTAFF, AZ 86001	Valdimir J. Paleski
10/25/2022	M KATHLEEN PALESKI	2088 W University Ave Flagstaff AZ 86001	M Kathleen Paleski

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

02/2016

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/25/2022	Barbara M Yarbrough	2129 W. University Ave.	Barbara M. Yarbrough
10/25/2022	Graham G Yarbrough	2129 W University Ave	Graham Yarbrough

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/26/22	Racquel Doherty	2523 S Gravel Ln	
10/26/22	JACOB SMITH	2523 S GRAVEL LN	

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/27/22	Robert Rukavina	2548 Cliff View	R Rukavina

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

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(Submitter must also sign below and complete information)

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/28/22	Michael Barnes	1969 W University Ave	Michael Barnes
10/28/22	Marian Lacy	1969 W University Ave	Marian Lacy

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/28/22	Andrew Zarkou	2392 S Cliffview	
10/28/22	Srijana Zarkou	2392 S. Cliffview	
10/28/22	Sondra Williams	2395 S. Cliffview	

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/31/22	David Thompson	2386 S Cliffviews	David Thompson

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

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Printed Name of Submitter: Brian Lee Wilson

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
11-13-22	David Brink	1750 Ax Handle Way	
11/13/22	Lisa Brink	1750 Ax Handle Way	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

Timely Public Access to Traffic Study Data Petition

City Council

December 6, 2022

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Petition Purpose

- Staff received a petition on 11/15/22 requesting "*City Council establish a policy requiring Staff to provide Traffic Study data to the public within 15 days of any request, or at least 7 days prior to any meeting (e.g. City Council, Transportation or Planning and Zoning Commission, etc.) set to discuss the findings and allow the public to present their interpretation of the data*."

Current City Processes

- If the request is related to public records requests, we already have an established process managed by the City Clerk's Office and governed by Arizona Public Records Law.
- If the request is for the creation of new data, reports, or spreadsheets, this is not required by the Arizona Public Records Law.

Issues Raised by Petition

- Administrative burden with two separate processes governing public records.
- Staff and public confusion on which process to use.
- The petition as drafted is very broad and includes traffic data from private developments as well, which may be outside the City's control.

Arizona Public Records Law

- The City of Flagstaff must abide by the **Arizona Public Records Law.**
- A.R.S. 39-121.03 states that any person may submit a request to examine or be furnished with copies of public records, and that the responding agency shall promptly respond to such requests.
- The time it takes to respond to the request will depend on the complexity of the request, volume of responsive documents, and other factors.
- Under Arizona Public Records Law, public agencies are **not required** to create new documents in order to respond to a request.

Staff Recommendation

- Staff does not recommend approving the petition.

13. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/28/2022
Meeting Date:	12/06/2022

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizens' Petition titled Traffic Calming in Boulder Pointe.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on November 15, 2022, requesting that the City Council direct staff to continue working with residents to develop an expanded system of traffic calming features in Boulder Pointe.

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2022-08
Staff Presentation

PETITION # 2022-08

RECEIVED 11/15/22 SS

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

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Title of Issue: Traffic Calming in Boulder Pointe

Action Requested: City Council direct Staff to continue working with residents to develop an expanded system of traffic calming features in Boulder Pointe. I have read Brian Wilson's September 2, 2022 Update to owners (attached), his survey sent in September (attached), and his comments at the October 5, 2022 Transportation Commission meeting (attached).

Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/18/22	Brian Lee Wilson	2389 S. Cliffview St. Flagstaff, AZ 86001	
10-18-22	KAREN KAMPF	2389 S. CLIFFVIEW ST FLAGSTAFF AZ 86001	K.K. Kampf

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**
11/15/22	Stacy Saltzburg, City Clerk	December 6, 2022

02/2016

URGENT UPDATE – University Avenue Barriers – September 2, 2022

The Transportation Commission met Wednesday afternoon, June 1, 2022, to discuss the traffic calming barriers on University Avenue. Since the previous update, City Staff modified the earlier barriers near University and Tombaugh and installed a temporary traffic circle at University and Majestic. City Staff presented new traffic data they felt showed reduced speeds east of Majestic and recommended the Traffic Commission approve all three strategies.

About a dozen owners spoke during the meeting to express their opposition to the current options and as Committee Chairman, I received nearly a dozen e-mails opposing the approach, which I summarized. Generally, owners felt there was only a minimal impact on slowing speeds where they are highest, introduced some risk to cyclists and pedestrians, and created hassles navigating the circles – all with little benefit. The Commission engaged in further discussion and finally directed City Staff to move forward and contact vendors to discuss final design and construction services to make these barriers permanent later in 2023.

I would like to be sure every owner has the opportunity to support or oppose this decision. Please click on this **SURVEY** to share your opinions. I want to collect and share the members' views on these barriers. If people remain opposed, we need to present those findings. If we do nothing more, these barriers will become permanent.

Although the project is moving forward, one Member, **Commissioner Kate Morley made comments I strongly support**. She said, in part, "I think it is disappointing to hear that the community still doesn't like the designs in front of them. Later she says, "My alternative to that is that we do something very drastic here, because nothing seems to be satisfying. My gut is that traffic volumes are only going to increase." And shortly thereafter, she summarizes, "we either work through a final design on what is in front of us, or work with the Community to do something way more drastic knowing that traffic volumes are only likely to increase." Please note that Commissioner Morley's full comments and the entire discussion were recorded and can be accessed on the City of Flagstaff website.

As Committee Chair, I want to hear from everyone and will summarize those opinions. Please take this **SURVEY**. But as an individual owner, I oppose these current strategies, in part because they have minimal effect and introduce safety concerns. But my biggest concern is that City Staff will consider their work finished, without addressing speeding and volume issues in other areas, especially several places on Highland Mesa. There are more traffic issues than just University Avenue that need resolution and **I agree with Commissioner Morley and feel we need to consider a drastic alternative**. Please click on this **SURVEY** to complete to share your thoughts.

Brian Lee Wilson and Committee Members

Woodlands Village ROA – University Avenue Barrier Survey

Woodlands Village Owners have been concerned about the volume and speed of vehicle traffic in Boulder Pointe. Cut-through traffic has increased concerns after the gate on Woody Way was opened. The City of Flagstaff has been testing various strategies to calm traffic on University. Please complete this survey and share your opinions on these solutions.

1. Do you SUPPORT the traffic barriers the City has installed on University Avenue?

	Yes	No	Not Sure
Traffic Circle at University and Tombaugh?	☐	☐	☐
Traffic Circle at University and Majestic?	☐	☐	☐
Center Striping on University, west of Majestic?	☐	☐	☐

2. The City plans to make these barriers on University Avenue permanent. They also will install two (2) raised crosswalks on Woody Way, with another at Ax Handle and Highland Mesa. These raised features are designed to act in some ways like a speed hump and slow traffic. What is your opinion?

	Yes	No	Not Sure
Will the barriers on University solve the traffic issues?	☐	☐	☐
Will the raised crosswalks solve the traffic issues?	☐	☐	☐
Will these barriers and raised crosswalks together solve the traffic issues?	☐	☐	☐

3. City Staff has focused on traffic issues on University Avenue, Woody Way, and at the intersection of Ax Handle and Highland Mesa. Are you concerned about other streets and areas? Specifically:

	Yes	No	Not Sure
High speeds, volumes at Highland Mesa & University?	☐	☐	☐
Street Parking on Highland Mesa by the Townhomes?	☐	☐	☐
High speeds, volumes at Highland Mesa & Majestic?	☐	☐	☐
High speeds on Highland Mesa, east of Majestic?	☐	☐	☐

4. During the June 1, 2022 Meeting, Commissioner Morley commented that another more drastic alternative may be necessary to address community concerns and better handle traffic volumes that are only likely to increase. Do you support developing a new and more comprehensive, approach that would?

	Yes	No	Not Sure
Include traffic calming on Highland Mesa?	☐	☐	☐
Reduce speeds throughout the development?	☐	☐	☐
Provide better bicycle and pedestrian protection?	☐	☐	☐
Address concerns now, and as traffic increases?	☐	☐	☐

5. Although Flagstaff Transportation Commission, Flagstaff City Council and City Staff have voiced nearly unanimous support to keep the Woody Way Gate open, many owners are still concerned. Do you support?

	Yes	No	Not Sure
Keeping the Gate open at Woody Way?	☐	☐	☐
Closing the Gate at Woody Way?	☐	☐	☐

6. Add any additional comments you would like to share.

* 7. Please verify you live in Boulder Pointe:

Name	
Address within WVROA	
Email Address	

Transportation Commission Comments - October 5, 2022

"Good afternoon Madam Chair and Commissioners. My name is Brian Lee Wilson and I live in Boulder Pointe. In your June Meeting, you heard numerous owners express concerns about the trial barriers on University Avenue. Commissioner Morley expressed her disappointment that residents remained unhappy and wondered whether a new approach was needed. Her idea was supported in the Chat Box, but was **not** acknowledged during the meeting, nor were additional public comments permitted.

We had good participation at the meeting, even with less than 2 business days' notice, but I wanted more feedback and sent out a survey. As a courtesy, I sent a copy of the survey and background material to Staff a couple weeks ago. I e-mailed 465 owners and received 305 surveys in return – that's a significant response rate of almost exactly 2/3. Just looking at those who expressed an opinion, I want to share a few findings:

- The Neighborhood **OPPOSES** the Traffic Circle at University & Majestic by a ratio of more than 4 to 1.
- Owners overwhelmingly **DO NOT**, by almost 10 to 1, **DO NOT BELIEVE**, that the barriers on University will solve the traffic issues, and
- More than **6 times as many** residents **SUPPORT** versus **OPPOSE** Commissioner Morley's comments about an alternative approach that addresses concerns now and in the future.

Before I finish, I want to make a comment on process. The last traffic study was completed May 2nd. I waited over 2 weeks for Staff to analyze the data and **then** requested information on May 19 - still 2 weeks **before** the June Meeting. But I didn't receive any files until 1 hour before the meeting, leaving zero time for analysis. I don't think it's fair to deny me data I could have used to support **my opinions** on this barrier's effectiveness.

The Development Agreement stipulates that the City develop a **system** of traffic calming features that are acceptable to the neighborhood. You now have feedback from over 300 owners showing they broadly disapprove of your current choices. I'm asking the Commission to direct Staff to **continue** working with Boulder Pointe residents to develop an **expanded** approach that includes features as referenced by Commissioner Morley. Thank you for your time."

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(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-18-2022	Marsha Madrell	2005 W. University Ave	Marsha Madrell
10/18/22	Roger Madrell	2005 W. University Ave	Roger Madrell

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/18/22	Forrest Wilson	1095 N Hemlock Way	Forrest Wilson
10/18/22	Dillon Joseph	104 E Dale Ave	Dillon Joseph
10/18/22	Michael Wellebrand	2310 N center st	
10/20/22	Nicholas Smolenske	1504 N Center St	
10/20/22	BLAKE ROUX	1095 N HEMLOCK WAY	

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Authentisign ID: 59C939D9-0450-ED11-ADE6-0050F26450A3

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/22	Angela Davis	2513 S. Kodiak Ln., Flagstaff, AZ 86001	Angela Davis
10/19/22	James J. Davis	2513 S. Kodiak Ln., Flagstaff, AZ 86001	James J Davis

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/22	SCOTT DUMAY	2018 S. TOMBAUGH WAY FLAGSTAFF, AZ 86001	

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/22	Carra Henscheid	1535 W. Daydream Dr Flagstaff Az 86001	Carra Henscheid
10/19/22	Kenneth Henscheid Jr	1535 W. Daydream Dr Flagstaff, Az 86001	KH

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/22	MONICA HERMON-ATTRIDGE	2036 S MAJESTIC RD	Monica Attridge
10/19/22	Sydney Attridge	" "	Sydney Attridge
10/19/22	Norwood Attridge	" "	N. Attridge

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Title of Issue: Traffic Calming in Boulder Pointe

Action Requested: City Council direct Staff to continue working with residents to develop an expanded system of traffic calming features in Boulder Pointe. I have read Brian Wilson's September 2, 2022 Update to owners (attached), his survey sent in September (attached), and his comments at the October 5, 2022 Transportation Commission meeting (attached).

Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-19-22	Lisa J Hoshor	1914 W Soft Wind Ln	Lisa J Hoshor
10/19/22	Steven B Hoshor	1914 W Soft Wind Ln	Steven B Hoshor

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-19-22	BJORN KRONDORFER	1894 W. Camelot Drive Flgs 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
19Oct22	Kathy Stock	1863 Ax Handle Way Flagstaff AZ 86001	Kathy Stock
19Oct22	DE Stock	" "	DE Stock

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/2022	JAMES A. VELEZ JR	2064 S. HIGHLAND MESA FLAGSTAFF, AZ. 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/2022	Laura Wasylenki	2515 S Cliffview St	Laura Wasylenki

RECEIVED BY CITY OF FLAGSTAFF		
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PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/19/2022	Desmon Wright	1532 W Daydream Dr	Desmon Wright
10/19/2022	Julia Wright	1532 W Daydream Dr	Julia Wright
10/19/2022	Caleb Wright	1532 W Daydream Dr	Caleb Wright

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DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL

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and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-22	JILL AUSTIN	2442 S. Highland Mesa	

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DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	Robert Courtney	2476 S. Cliffview St	Robert Courtney
10/22/22	Shanna Courtney	2476 S. Cliffview St.	Shanna Courtney

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Petitions

PETITION TO FLAGSTAFF CITY COUNCIL

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-22	Marie Coyne	2262 S Shetland Mesa AZ	Marie Coyne
10-20-22	Michael Coyne	2262 S Shetland Mesa AZ	Michael Coyne
10-20-22	Frank Hicks	2356 S Highland Mesa	Frank Hicks
10-20-22	John D. Schaub	2406 S. Highland Mesa	John D. Schaub
10-20-22	[redacted] June K. Schaub	2406 S. Highland Mesa AZ	June K. Schaub

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Printed Name of Submitter: Brian Lee Wilson

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	JOAN E. FLANAGAN	2464 S. CLIFFVIEW ST FLAGSTAFF AZ 86001	Joan E. Flan
21 Oct 2022	Paul T. Flanagan	2464 S CLIFFVIEW ST Flagstaff AZ 86001	Paul T. Flanagan

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DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
October 20, 2022	Wendy Franz	1903 W. Camelot Drive Flagstaff, AZ	W Franz
October 20, 2022	Robert Wirthlin	1903 W. Camelot Drive Flagstaff, AZ.	R Wirthlin

RECEIVED BY CITY OF FLAGSTAFF		
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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	Kathleen Levinson	1102 Dr Hardt	Kathleen Levinson

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-22	Gaye Luna	1807 W. Camelot Drive, 86001	Gaye Luna

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-22	Andrew T. Moore	2209 S. Majestic Flagstaff, AZ 86001	
10/20/2022	GEETA MATOL	2209 S. MAJESTIC RD. FLAGSTAFF, AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF		
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Petitions

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title 1 Chapter 17

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Printed Name of Submitter: Brian Lee Wilson
(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640 AF1X1979@msn.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	JANET PARKER	2287 HIGHLAND MESA	Janet Parker
10/20/22	ROBERT PARKER	2287 HIGHLAND MESA	Robert Parker

RECEIVED BY CITY OF FLAGSTAFF

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Printed Name of Submitter: Brian Lee Wilson

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	Deanna Pelton	2311 S. Eclipse Ln 86001	
10/20/22	Scott Pelton	2311 S. Eclipse Ln 86001	

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DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	Nathan Ragan	1719 Ax Handle Way	N Ragan
10/20/22	Ashley Ragan	1719 Ax Handle Way	A Ragan

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: Brian Lee Wilson
(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/22	LISA RICHARDSON	1754 W. UNIVERSITY AVE FLAGSTAFF AZ 86001	
10/20/22	Scott Richardson	1754 W. University Ave, Flag, AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: Brian Lee Wilson

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/20/2022	Peter J. Runge	2087 Toboggan CT	Peter J Runge
10/21/2022	LAURA KAVANAUGH	2111 toboggan	Laura Kavanaugh

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

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Printed Name of Submitter: Brian Lee Wilson
(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
20Oct22	Kortney Snider	1888 W. Camelot Drive	Kortney AS

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL

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(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-22	Julie Velez	2064 S. Highland Mesa	Julie Velez

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Printed Name of Submitter: Brian Lee Wilson

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-20-2022	Joan M. White	1990 W Soft Wind LN	Joan M. White
10-20-2022	Richard L. White	1990 W. Soft Wind LN	Richard White

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Printed Name of Submitter: Brian Lee Wilson

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/21/2022	Kevin Estepp	2015 S. Tombaugh Way	
10/21/2022	Stacy Estepp	2015 S. Tombaugh Way	

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Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and complete information)

Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/21/22	Richard Henn	1916 W. University Ave Flagstaff, AZ 86001	
10/21/22	Linda Henn	1916 W. University Flagstaff, AZ 86001	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title 1 Chapter 12

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Title of Issue: Traffic Calming in Boulder Pointe

Action Requested: City Council direct staff to continue working with residents to develop an equitable system of traffic calming features in Boulder Pointe. (Neighborhood Brief (Version 1) September 2, 2022 Update to meeting (attached), hip survey sent 9 September (attached), and the comments at the October 5, 2022 Transportation Commission meeting (attached)

Printed Name of Submitter: Brian Lee Wilson

(Submitter must also sign below and provide contact information)

Contact Information: MOBILE - (928) 607-9640, AFM197@[illegible].com

(Phone number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/7/2022	Rick Valdez	[illegible] AVE	[signature]
10-21-22	Samantha Valdez	[illegible]	[signature]
10-21-22	Madison Valdez	[illegible]	[signature]
10-21-22	Yvonne Valdez	[illegible]	[signature]

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[illegible]

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/22/22	PATRICK FLANERY	1898 W UNIVERSITY AV	
10/22/22	Connie J Flanery	1898 W. Univ. Ave	

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/22/2022	JAMES W. JONES	2096 W. UNIVERSITY AVE	James W. Jones

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/24/22	HOLLY GANT	1837 W. UNIV. AVE.	Holly Gant
10/24/22	DANIEL GANT	1837 W. UNIV. AVE.	Daniel Gant

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-24-2022	DUANE MCKINLEY	25125 KODIAK LN	Duane L McKinley
10-24-2022	Karen McKinley	25125 Kodiak LN	Karen McKinley

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/24/2022	Samantha To	2455 S Cliffview St Flagstaff AZ 86001	Samantha To

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/25/2022	VALDIMIR J. PALESKI	2088 W UNIVERSITY AVE FLAGSTAFF AZ 86001	Valdimir J Paleski
10/25/2022	KATHLEEN PALESKI	2088 W UNIVERSITY AVE FLAGSTAFF AZ 86001	Kathleen Paleski

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/25/2022	Barbara M. Yarbrough	2129 W University Ave.	Barbara M Yarbrough
10/25/2022	Gerhard G Yarbrough	2129 W University Ave	Gerhard G Yarbrough

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/26/22	Racquel Donerty	2523 S Gravel Ln	
10/26/22	JACOB SMITH	2523 S GRAVEL LN	

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/27/22	Robert Rulkevich	2546 Cliffview	

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/28/22	Michael Barnes	1969 W University Ave	Michael Barnes
10/28/22	Marian Lacy	1969 W University Ave	

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Contact Information: MOBILE - (928) 607-5640, AFM1979@msn.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/28/22	Andrew Zavkov	2392 S Cliffview	
10/28/22	Srjana Zavkov	2392 S. Cliffview St	
10/28/22	Sandra Williams	2395 S. Cliffview	
10/29/22	ADAM WILLIAMS	2395 S CLIFFVIEW ST	
10.31.22	Angela Hansen	2398 S. Cliffview St.	
10/31/22	Jason Coreton	2532 S Rocking Horse	

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-31-22	TIM GALES	2413 S. CLIFFVIEW ST	
10/31-22	Kevin Groves	2402 S. Cliffview ST	
10/31/22	David Thompson	2386 - S. Cliffview	

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
11-13-22	David Brink	1750 Ax Handle Way	
11/13/22	Lisa Brink	1750 Ax Handle Way	

RECEIVED BY CITY OF FLAGSTAFF		
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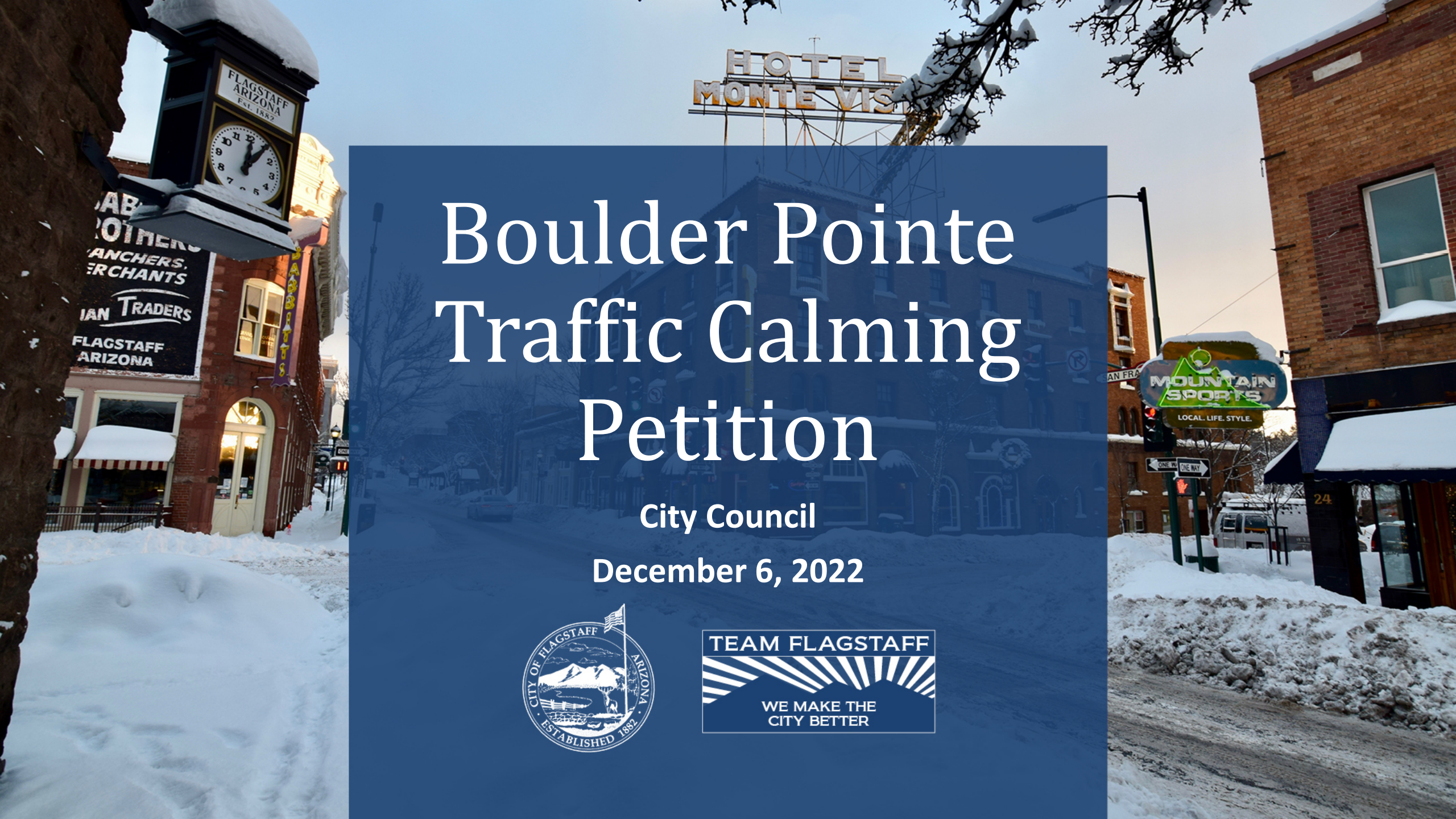

Boulder Pointe Traffic Calming Petition

City Council

December 6, 2022

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Petition Purpose

- Staff received a petition on 11/15/22 requesting: "*City Council direct staff to continue working with residents to develop an expanded system of traffic calming features in Boulder Pointe.*"

Background

- Speed concerns have been an ongoing issue along University Ave since 2007 when the first traffic data collection was performed.
- The speed concerns along University Ave predates the opening of the Woody Way Gate, which was removed in April 2020.
- Transportation Commission and City Council have directed staff to design traffic calming measures along University Ave to reduce speeding.

Highland Mesa

- Eight traffic data collections were performed along Highland Mesa between April 2019 and May 2021, and none of those collections warranted traffic mitigation according to the Residential Traffic Management Guide.

Public Meetings

- There have been **eight public meetings** concerning Boulder Pointe traffic calming:

1. December 4, 2019 – Woody Way gate introduction.
2. February 5, 2020 – Woody Way gate ‘before’ speed and volumes, University Ave identified for speed concern.
3. October 7, 2020 – University Ave traffic calming options.
4. December 2, 2020 – Medians selected for trial run on University Ave.
5. June 2, 2021 – Trail median plans shown to Transportation Commission (TC).
6. October 6, 2021 – Speed/Volume results of the medians shown to TC, medians disapproved due to perceived small speed reduction and bike lane loss.
7. December 1, 2021 – New traffic circle design selected.
8. June 1, 2022 – Speed/Volume results of the traffic circles shown to TC, **approved by TC**.

Appeal Process

- According to the current Residential Traffic Management Guide, appeals concerning any traffic calming projects must be submitted to the Traffic Engineer within 10 days of the decision made.
- No appeal was made within the 10-day window after the June 1st, 2022 Transportation Commission meeting when the circles were approved.
- Staff has hired a consultant to design the traffic calming measures, design is ongoing.

Staff Recommendation

- Staff recommends continuing with the current design.
- The speeding poses a safety concern on University Ave according to the Residential Traffic Management Guide, and the proposed calming strategy has been proven effective through multiple trials.
- The design will be brought to the Transportation Commission for feedback in February.