CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JANUARY 3, 2023

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 DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

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 December 7, 2021, Combined Special Meeting/Work Session of December 28, 2021, Special Meeting (Executive Session) of December 6, 2022, and Special Meeting (Executive Session) of December 20, 2022.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of December 7, 2021, Combined Special Meeting/Work Session of December 28, 2021, Special Meeting (Executive Session) of December 6, 2022, and Special Meeting (Executive Session) of December 20, 2022.

5. PUBLIC PARTICIPATION

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

6. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Human Trafficking Awareness Month

7. COUNCIL LIAISON REPORTS

8. APPOINTMENTS

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

A. **Consideration of Appointments:** Planning and Zoning Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring December 2025.

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

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring April 2023.

9. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Amy S. Nations, "Foram Bar, Grill, Nightclub," 30 S. San Francisco, Series 06, Owner Transfer.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

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

B. **Consideration and Action on Liquor License Application:** Tung Kam Cheng "Golden Dragon," 2730 E. Lakin Drive, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

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

C. **Consideration and Action on Liquor License Application:** Scott Emil Sawyer "FlagTagAZ," 1801 W. Route 66, Suite 102, Series 07 (Beer and Wine Bar), New Application.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

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

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.

A. **Consideration and Adoption of Ratifying the Supplemental Project Agreement:** Ratifying the Supplemental Project Agreement between the City of Flagstaff and the U.S. Department of Agriculture, Coconino National Forest for the implementation of cultural resource surveys.

STAFF RECOMMENDED ACTION:

Ratify the Supplemental Project Agreement with the Coconino National Forest in the amount of $1,504,489.93.

B. **Consideration and Approval of Final Plat**: TLC PC Land Investors, LLC requests Final Plat approval for Ghost Tree at Pine Canyon (PZ-21-00155-05) located at 3201 South Clubhouse Circle, a 12-unit single-family home subdivision on 7.87 acres in the Single-Family Residential (R1) Zone.

STAFF RECOMMENDED ACTION:

Approve the 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:** Ratification of a Contract for Professional Services with Water Resources Economics in an Amount Not to Exceed $65,000 for a Stormwater Utility Rate Adjustment Study

STAFF RECOMMENDED ACTION:

1. Staff recommends Ratification of a Contract for Professional Services with Water Resources Economics in an Amount not to Exceed $65,000 for a Stormwater Utility Rate Adjustment Study; and
2. Authorize the City Manager to execute the necessary documents.

11. DISCUSSION ITEMS

A. **Federal and State Legislative Priorities Update**

STAFF RECOMMENDED ACTION:

Obtain feedback and input from Council on the 2023 draft state and federal legislative priorities.

12. PUBLIC PARTICIPATION

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

14. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	12/30/2022
Meeting Date:	01/03/2023

TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of December 7, 2021, Combined Special Meeting/Work Session of December 28, 2021, Special Meeting (Executive Session) of December 6, 2022, and Special Meeting (Executive Session) of December 20, 2022.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of December 7, 2021, Combined Special Meeting/Work Session of December 28, 2021, Special Meeting (Executive Session) of December 6, 2022, and Special Meeting (Executive Session) of December 20, 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:

12.07.2021 CCRM
12.28.2021 CCSMWS
12.06.2021 CCSMES
12.20.2022 CCSMES

CITY COUNCIL REGULAR MEETING
TUESDAY, DECEMBER 7, 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 December 7, 2021, to order at 3:10 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 until 5:15 p.m.)
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS (virtually)
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, Vice Mayor Daggett read the Mission Statement of the City of Flagstaff, and Councilmember Shimoni 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

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Comprehensive Planning Manager Sara Dechter showed a video highlighting an award received from the American Planning Association for the Community Outreach associated with the Southside Community Association.

Wildland Forest Health Supervisor Neil Chapman provided a brief update on the wildland fire program.

Zoning Code Manager Dan Symer addressed Council to report that the Board of Adjustment is recruiting for members, he encouraged the Council to reach out to their contacts to encourage participation.

David McCain addressed Council offering thanks for their action concerning Section 17.

Interim Public Affairs Director Sarah Langley introduced Samantha Victor, the new Community Engagement Specialist.

Dawn Rodriguez addressed Council about flooding in Flagstaff and voiced support for a community liaison to help residents in the flood areas.

Paul Beir addressed Council asking that they rethink the Lone Tree Overpass project to reduce greenhouse gas emissions. He offered suggestions on how the project should be reconfigured to be more friendly to bikes and pedestrians.

City Clerk Stacy Saltzburg introduced Annie Tisi, the new City Clerk Specialist.

5. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report.

Community Development Director Dan Folke introduced Dark Sky Specialist Janice Hakala.

Management Services Director Rick Tadder spoke to two awards awarded to the Management Services Team; the Annual Certificate of Achievement for Financial Reporting from the Government Financing Officers Association and Award of Excellence in Procurement for the Procurement Team.

Sustainability Director Nicole Antonopoulos provided a brief review of the Sustainability monthly report.

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

6. 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

Councilmember Shimoni asked about live streaming the commission meetings. City Clerk Stacy Saltzburg stated that not all commission meetings are streamed or recorded due to limited budgeting. Mr. Clifton added that it is the desire to reintroduce live streaming but it is a budget discussion.

Councilmember Shimoni requested an update from Dr. Engelthaler regarding the pandemic.

7. COUNCIL LIAISON REPORTS

Vice Mayor Daggett reported that the Housing Commission has three open seats in the building and real estate professional category. She stated that the Draft Housing Plan will be presented on January 27, 2022 and it will be before Council on February 15, 2022. Lastly, the Open Space Commission has two open seats.

Councilmember McCarthy reported that MetroPlan met last week, he attended the Transportation Commission and Bicycle Advisory Committee meetings where the Lone Tree and Butler Interchange was discussed.

Councilmember Salas reported that she attended the MetroPlan meeting last week where

Coconino County Supervisor Horstman stepped down from the Board and Supervisor Vasquez was assigned to fill that vacancy. The Board discussed the infrastructure bill and priority projects.

Councilmember Shimoni reported that he attended the Bicycle Advisory Committee meeting. He also participated in the Coconino 911 Call Diversion meeting to discuss how many calls were diverted to alternative approaches. He reported that the RARE assessment is well underway; it is a partnership with NACA where people engage with unsheltered people focusing on indigenous populations to understand them and help identify ways to assist them. He met with Northern Arizona Healthcare to discuss workforce housing at their current location and the new site. Lastly, he reported that he continues to engage with Audra Merrick at ADOT about transportation projects and concerns.

8. APPOINTMENTS

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

A. **Consideration of Appointments:** Parks and Recreation Commission.

Moved by Councilmember Miranda Sweet, **seconded by** Mayor Paul Deasy to appoint Josh Stackhouse with a term expiring August 2024.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to appoint Dana Rowden with a term expiring August 2024.

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Becky Daggett, **seconded by** Mayor Paul Deasy to appoint Brenda Linskey with a term expiring August 2022.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to appoint Stephen Parsons with a term expiring August 2022.

Vote: 7 - 0 - Unanimously

B. **Consideration of Appointments:** Tourism Commission.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Austin Aslan to appoint Jonathan Stone with a term expiring January 2025.

Moved by Councilmember Regina Salas, **seconded by** Councilmember Adam Shimoni to recess into Executive Session for legal advice.

Vote: 6 - 1

NAY: Councilmember Austin Aslan

The Council recessed into Executive Session from 4:21 p.m. through 4:36 p.m.

ORIGINAL MOTION

Vote: 5 - 2

NAY: Councilmember Jim McCarthy
Councilmember Regina Salas

Moved by Councilmember Austin Aslan, **seconded by** Mayor Paul Deasy to appoint George Averbeck with a term expiring January 2024.

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Becky Daggett, **seconded by** Mayor Paul Deasy to appoint Jennifer Rolley with a term expiring January 2025.

Vote: 28 - 0 - Unanimously

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Austin Aslan to appoint Terry Madeksza with a term expiring January 2025.

Vote: 28 - 0 - Unanimously

C. **Consideration of Appointments:** Water Commission

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to appoint Donald Bills with a term expiring December 2024.

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Becky Daggett, **seconded by** Mayor Paul Deasy to appoint Malcolm Alter with a term expiring December 2024.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to appoint Joe Loverich with a term expiring December 2024.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Miranda Sweet, **seconded by** Mayor Paul Deasy to appoint Robert Burr Dilday with a term expiring December 2023.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Austin Aslan, **seconded by** Mayor Paul Deasy to appoint Kurt Riegelman with a term expiring December 2023.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to appoint John Nauman with a term expiring December 2023.

Vote: 7 - 0 - Unanimously

Deputy City Clerk Stacy Fobar indicated that due to an error in the recommended action for the Tourism Appointments, the item needs to be reconsidered to remedy the issue. Four appointments were made when only three were needed. The action to reconsider the appointments occurred after Item 13H of the agenda.

Motion to Reconsider: Tourism Commission Appointments

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to reconsider the appointments to the Tourism Commission as laid out in item 8B.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Austin Aslan to appoint Jonathan Stone with a term expiring January 2025.

Vote: 5 - 2

NAY: Councilmember Jim McCarthy
Councilmember Regina Salas

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Regina Salas to appoint Terry Madeksza with a term expiring January 2025.

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Becky Daggett, **seconded by** Councilmember Adam Shimoni to appoint Jennifer Rolley with a term expiring January 2025.

Vote: 7 - 0 - Unanimously

9. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Chad Earl Doyle "Chevron," 1785 S. Railroad Springs Blvd., Series 09 (liquor store - all spirituous liquor), Owner Transfer.

Mayor Deasy opened the public hearing.

Police Sergeant Ryan Turley introduced the application noting no concerns.

There being no 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

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 each item be taken seperately.

A. **Consideration and Approval of Grant Application (acceptance, etc.):** Buffalo Park - Nate Avery Trail Accessibility Enhancements through the Arizona State Parks Heritage Fund

Councilmember McCarthy asked about the durability of the material being used on the trail and if it will hold up in a manner where it will be useful for wheelchairs.

Parks Manager Amy Hagin stated that the product is decomposed granite and clay, when compacted with water it will create a good, solid surface that will hold up nicely. They use the same product along a number of other trails with positive results. The product was also discussed and reviewed by the Commission on Inclusion and Adaptive Living and they were supportive of the material.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to approve the application to Arizona State Parks Heritage Fund for grant funds in the amount of $100,000 with a city match and in-kind contribution of $135,453.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Final Plat PZ-17-00175-05:** Miramonte Birch & Verde, LLC requests Final Plat approval for Miramonte at Birch Avenue. The subdivision consists of 24 residential condominiums units, located at 304-316 E Birch Avenue. The condominium plat is on 0.53 acres in the T4N.1 (Transect) Zone.

Councilmember McCarthy state that the facility will have both trash and recycling chutes which is very positive and he hopes that future projects have both recycle and trash service.

Councilmember Shimoni stated that he would like to see more bicycle parking in the project.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Adam Shimoni to approve the Final Plat and authorize the Mayor to sign both the Plat and City/Subdivider Agreement when notified by staff that all documents are ready for recording.

Vote: 7 - 0 - Unanimously

C. **Consideration and Approval of Agreement:** Assignment of Development Agreement and Waiver which transfers the Development Agreement between the City and Flagstaff at 4th, LLC to Flagstaff Elkwood Partners LP.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the Assignment of Development Agreement and Waiver.

Vote: 7 - 0 - Unanimously

A break was held from 4:54 p.m. through 5:16 p.m.

11. ROUTINE ITEMS

A. **Consideration and Possible Action:** Cancelation of the Regular Meeting of December 21, 2021

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Austin Aslan to cancel the City Council Regular Meeting of December 21, 2021.

Vote: 7 - 0 - Unanimously

B. **Consideration and Approval of Contract:** Professional Services Contract with Makers Architecture & Urban Design, LLP in the amount of $70,518.00.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to approve the Professional Services Contract with Makers Architecture & Urban Design, LLP in the amount of $70,518.00 and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

12. PUBLIC HEARING ITEMS

A. **Public Hearing and Consideration and Adoption of Resolution No. 2021-58:** Carbon Neutrality Major Regional Plan Amendment

Mayor Deasy opened the public hearing.

Comprehensive Planning Manager Sara Dechter provided a PowerPoint presentation that covered the following:

CARBON NEUTRALITY MAJOR PLAN AMENDMENT
MAJOR PLAN AMENDMENT
PLAN AMENDMENT PROPOSAL
REVISED AND NEW E&C.2
REVISED E&C.3
NEW POLICIES UNDER E&C.3
REVISED E&C.4
WORDING REVISION TO POLICY T.8.1
WHY IS A PLAN AMENDMENT NECESSARY?
REQUIRED PUBLIC PROCESS AND NOTICE
IMPACT ANALYSIS SUMMARY
PLAN CONFORMANCE
FINDING #1
FINDING #2

David McCain addressed Council in support of the Major Plan Amendment. He stated that it is not about policies and recommendations but rather about reducing suffering. He looks forward to future discussion and decisions about carbon neutrality.

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

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to read Resolution No. 2021-58 by title only.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to amend the motion to change the word “network” to “transportation network in policy T.8.1

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 BY AMENDING CHAPTERS IV AND X TO ADDRESS THE 2021 FLAGSTAFF CARBON NEUTRALITY PLAN AND ESTABLISHING AN EFFECTIVE DATE

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to adopt Resolution No. 2021-58 as amended.

Vote: 7 - 0 - Unanimously

13. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2021-55:** A resolution to adopt the Coconino County Multi-Jurisdictional Hazard Mitigation Plan

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2021-55 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE APRIL 2021 COCONINO COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN AND REPEALING RESOLUTION 2016-07 ADOPTING THE PRIOR PLAN

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2021-55.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Resolution No. 2021-57:** A resolution to approve an Intergovernmental Agreement (IGA) between the City of Flagstaff and Maricopa County for the Police Training and Certification of Police Recruits at the Maricopa County Sheriff's Office Training Academy

Police Detective Ryan Turley addressed Council explaining that the IGA allows the Police Department to use the Maricopa County training academy. The Department utilizes other training academies as well and this will add another option for recruits.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Resolution No. 2021-57 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF FLAGSTAFF FOR THE POLICE TRAINING AND CERTIFICATION OF RECRUITS AT THE MARICOPA COUNTY SHERIFF'S OFFICE TRAINING ACADEMY

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2021-57.

Vote: 7 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2021-56:** A resolution of the City Council of the City of Flagstaff, Arizona authorizing the execution of a Pre-Annexation Agreement between Robert Hoffa and Christine Newell and the City of Flagstaff related to the future annexation of approximately 0.18 acres of real property generally located at 221 South Dunnam Street ***(requiring future annexation as a condition for a connection to the city sewer system).***

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

PRE-ANNEXATION AGREEMENT FOR 221 S. DUNNAM ST.
REQUEST OVERVIEW
221 S DUNNAM ST. VICINITY MAP
DUNNAM ST.
PROPOSED SEWER CONNECTION
CITY WATER SERVICES POLICY
STAFF RECOMMENDED ACTION

Councilmember McCarthy asked how the zoning is determined for annexed properties. Ms. Pearthree stated that the zoning is matched to the existing use, in this case it most closely resembled single-family residential and that is what is noted in the pre-annexation agreement.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to read Resolution No. 2021-56 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF A PRE-ANNEXATION AGREEMENT BETWEEN ROBERT HOFFA AND CHRISTINE NEWELL AND THE CITY OF FLAGSTAFF RELATED TO THE FUTURE ANNEXATION OF APPROXIMATELY 0.18 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 221 SOUTH DUNNAM STREET, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to adopt Resolution No. 2021-56.

Vote: 7 - 0 - Unanimously

D. **Consideration and Adoption of Resolution No. 2021-59 and Resolution No. 2021-60 to Settle Pending Litigation:** Proposed Settlements of Pending Litigation in two separate cases, *City of Phoenix v. Orbitz Worldwide Inc.*, 247 Ariz. 234 (2019) and *Terry v. City of Flagstaff, et. al., CV2018-00150* are before the Council for Consideration.

City Attorney Sterling Solomon briefly reviewed the two pending matters. Partial settlement has been reached with the parties and Council approval is needed to move forward.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2021-59 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE PARTIAL SETTLEMENT OF CITY OF PHOENIX ET AL. V ORBITZ WORLDWIDE ET AL, RELATING TO COLLECTION OF LOCAL TRANSACTION PRIVILEGE TAXES FROM ONLINE TRAVEL COMPANIES

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2021-59.

Vote: 7 - 0 - Unanimously

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to read Resolution No. 2021-60 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE SETTLEMENT OF THE MATTER OF GEORGIA TERRY V. CITY OF FLAGSTAFF, ET AL., CASE NO. CV2018-00150, CURRENTLY PENDING IN COCONINO COUNTY SUPERIOR COURT

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to adopt Resolution No. 2021-60.

Vote: 7 - 0 - Unanimously

E. **Consideration and Approval of Parking Demand Study:** Request by Mountain Line to approve a Parking Demand Study for the new Downtown Connection Center subject to the issuance of a Conditional Use Permit.

Senior Planner Tiffany Antol provided a PowerPoint presentation that covered the following:

MOUNTAIN LINE DOWNTOWN CONNECTION CENTER PARKING DEMAND STUDY REQUEST
MOUNTAIN LINE PROPOSAL
CONCEPT PLAN
PARKING DEMAND STUDY
COUNCIL OPTIONS

Mountain Line General Manager and CEO Heather Dalmolin provided a PowerPoint presentation that covered the following:

DOWNTOWN CONNECTION CENTER
TRANSIT NEED
PUBLIC FEEDBACK HISTORY
PUBLIC FEEDBACK SUMMARY
SITE PLAN
LOOKING WEST FROM BUS BAYS
LOOKING NORTHEAST FROM MILTON
CIVIC SPACE
PARKING
PROJECT SCHEDULE

Council discussed a variety of parking scenarios including short-term and paid parking.

Deborah Harris addressed Council and encouraged them to not give up any civic space for parking and look for ways to partner with Mountain Line to get tourists downtown. We continue to talk about carbon neutrality and we cannot achieve that if parking continues to be added. The area should be a civic space rather than parking.

Terry Madeksza addressed Council stating that civic space is really important, and it is called for in the Downtown Vision Plan. Parking is infrastructure for employees and visitors and this is the only parking on the southside. Without the infrastructure people will park in the neighborhood and that is problematic. She stated that the connection center is well thought out with some civic space and parking.

County Supervisor Matt Ryan submitted a written comment in support of the Downtown Connection Center

Mr. Clifton stated that the parking exists right now, there is no conversion from civic space to parking. What is on the table is converting some of the parking to other uses. There is a compromise that the city will maintain a small fraction of parking with the option for a structure that would not impact the civic space. Parking is infrastructure and it will be for the foreseeable future. The parking on the site lends itself well with the connection center in connecting multi-modal means to access downtown and the community. We have made huge strides in obtaining parking for the downtown area. The impact on Southside, if parking is reduced, will be felt in the neighborhoods which will lead to complaints about the scarcity of parking. This is a good compromise.

Councilmember Shimoni suggested development of a park and ride program to help reduce the demand on parking. He expressed appreciation for the bike amenities and employee incentives.

Vice Mayor Daggett and Mayor Deasy offered comments of support and a desire to make sure that the promise of civic space is realized.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Miranda Sweet to approve the Parking Demand Study as presented.

Vote: 7 - 0 - Unanimously

F. **Consideration and Possible Approval:** Deviate from existing out of City Limits Water Policy and offer water service in exchange for acquiring easements, rather than purchase property rights for water line easements, for areas adjacent and surrounding Phases IV and V of the Switzer Canyon Water Transmission Main Project - OR - not deviate from policy, not offer water service, and move forward with purchase of property rights for water line easements.

Capital Improvements Engineer Trevor Henry provided a brief review and updated of the Switzer Canyon Water Transmission Main Project.

Water Services Manager Erin Young provided a Power Point presentation that covered the following:

UPDATE ON RECOMMENDATION FOR OUT-OF CITY SERVICE: SWITZER PHASE IV
PHASE IV AND V CURRENT ALIGNMENT
WATER COMMISSION 11/19/2020
NEW INFORMATION
STAFF REVISED RECOMMENDATION

TONIGHT'S QUESTION

Geoff Barnard, on behalf of the Wildcat Ridge Homeowner Association, addressed Council stating that a proposal was made to continue with the normal process and then owners who want access to water they could pay to access that. Now a special water district is being proposed for the area which is an involved process. He stated that the Association is willing to explore the process but want a written agreement from the city that they would support and approve the plan.

Mark McCormick addressed Council expressing frustration that he will be giving the City access to his property to run a water line and then will not have the opportunity to tap into it. He asked for reconsideration on a case-by-case basis.

Dave Boehmer, James Sample, Mary Reid, and Rona Mortensen submitted written comments asking Council to allow property owners the ability to tap into the water lines that will be crossing through their properties.

Council discussed the possibility of a special district to provide for access, connection, distribution, and maintenance. A district formation allows for equity among all residents in the association. If a water district was created, it would be very easy for the city to work with them.

Mayor Deasy asked how long it takes for a special district to be established. Mr. Solomon stated that it takes time and coordination with the county. Staff is seeking direction on whether to move forward with obtaining the property rights which includes negotiations with property owners and condemnation. The door can always remain open to consider options to tap into the line at some point in the future.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to accept the Water Commission's recommendation not to deviate from policy, not to offer water service in exchange for property rights, and to move forward with purchase of property rights for waterline easements outside City limits along the Switzer Canyon Water Main Transmission Project, Phase IV & V.

Vote: 7 - 0 - Unanimously

A break was held from 7:17 p.m. through 7:31 p.m.

G. **Consideration and Adoption of Ordinance No. 2021-23:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, Chapters 3-10 User Fees, to establish airport parking fees, and amending Title 8 Public Ways and Property, Chapter 8-06, Airport Rules and Regulations, Section 001-8-06-001-0006.3 to provide for enforcement of airport parking and exemptions from parking fees; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

Airport Director Barney Helmick provided a PowerPoint presentation that covered the following:

FLAGSTAFF PULLIAM AIRPORT PAID PARKING RATES ORDINANCE
AIRPORT PARKING LOTS
BENEFITS OF PAID AIRPORT PARKING
PUBLIC INPUT
QUESTIONS FROM FACEBOOK

NEW ECONOMY LOT
COSTS

Management Services Director Rick Tadder continued the presentation.

FINANCIAL PLAN
PROPOSED PARKING RATES
COUNCIL ACTION

James D'Emilio submitted a written comment suggesting MountainLine service to the airport every two hours.

Dennis Lavin submitted a written comment in support of the proposed parking fees.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2021-23 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, CHAPTER 3-10 USER FEES, TO ESTABLISH AIRPORT PARKING FEES, AND AMENDING TITLE 8 PUBLIC WAYS AND PROPERTY, CHAPTER 8-06, AIRPORT RULES AND REGULATIONS, SECTION 001-8-06-001-0006.3 TO PROVIDE FOR ENFORCEMENT OF AIRPORT PARKING AND EXEMPTIONS FROM PARKING FEES; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, PROVIDING FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

H. **Consideration and Adoption of Ordinance No. 2021-24:** An ordinance of the Flagstaff City Council authorizing the acquisition of drainage easements, temporary construction easements, and any other necessary property rights for drainage and flood control improvement to the Spruce Avenue Wash; providing for delegation of authority, subsequent Council approvals, severability, authority for clerical corrections, and declare an emergency

Real Estate Manager Bryce Doty provided a PowerPoint presentation that covered the following:

REAL PROPERTY ACQUISITIONS FOR SPRUCE AVE. WASH PROJECT

VICINITY MAP
AFFECTED PROPERTY OWNERS
CURRENT DESIGN OVERVIEW

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2021-24 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF DRAINAGE EASEMENTS, TEMPORARY CONSTRUCTION EASEMENTS, AND ANY OTHER NECESSARY PROPERTY RIGHTS FOR DRAINAGE AND FLOOD CONTROL IMPROVEMENTS TO THE SPRUCE AVENUE WASH; PROVIDING FOR DELEGATION OF AUTHORITY, SUBSEQUENT COUNCIL APPROVALS, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND DECLARING AN EMERGENCY

Moved by Mayor Paul Deasy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2021-24 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF DRAINAGE EASEMENTS, TEMPORARY CONSTRUCTION EASEMENTS, AND ANY OTHER NECESSARY PROPERTY RIGHTS FOR DRAINAGE AND FLOOD CONTROL IMPROVEMENTS TO THE SPRUCE AVENUE WASH; PROVIDING FOR DELEGATION OF AUTHORITY, SUBSEQUENT COUNCIL APPROVALS, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND DECLARING AN EMERGENCY

Moved by Mayor Paul Deasy, **seconded by** Councilmember Austin Aslan to adopt Ordinance No. 2021-24.

Vote: 7 - 0 - Unanimously

14. PUBLIC PARTICIPATION

None

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

Councilmember Shimoni stated that he hosted a bicycle planning history discussion last week staff and community members. It was great to discuss the history of bicycle planning in Flagstaff. He also hosted a bike ride through the new separated bike lane pilot and the general feedback was positive but there were concerns about them being too narrow. He also noted that at the upcoming Budget Retreat he will be prioritizing bicycle infrastructure beyond the Proposition 419 ballot measure.

Councilmember McCarthy reported that he attended the MOMS Request Action meeting where they discussed how people can help the Police Department and participate in the Citizen Police Academy. He also attended the All Aboard meeting to discuss Amtrak issues, protecting the Amtrak route through Flagstaff, and trying to get daily service on the Tucson route. He requested a consideration to open the Downtown Library on Saturdays; there are a lot of people who cannot make it during the week and the library provides needed services to the community.

Councilmember Salas reported that she met one on one with President Cruz-Rivera from NAU and discussed the possibility of partnering with NAU on economic development, workforce development, and transportation. She offered comments in remembrance of the attack on Pearl Harbor and subsequent attacks on the Philippines.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held December 7, 2021, adjourned at 8:02 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 December 7, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of January, 2023.

_____
CITY CLERK

CITY COUNCIL COMBINED SPECIAL MEETING/WORK SESSION
TUESDAY, DECEMBER 28, 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 December 28, 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 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 (virtually)
VICE MAYOR DAGGETT (virtually)
COUNCILMEMBER ASLAN (virtually)
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI (virtually)
COUNCILMEMBER SWEET

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

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember McCarthy read the Mission Statement of the City of Flagstaff, and Councilmember Sweet 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 ACKNOWLEDGMENT

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. CITY MANAGER REPORT

A. City Manager Report

Mr. Clifton briefly reviewed his report. He asked Council to provide direction on the draft letter contained within his report. All of Council was supportive of the letter.

Sustainability Director Nicole Antonopoulos provided a brief recap of the Sustainability monthly report.

5. 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 Mayor Paul Deasy, **seconded by** Vice Mayor Becky Daggett to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Approve the cooperative purchase contract with National Auto Fleet Group in the amount of $51,159.06 for a 2022 Ford Transit Cargo Van (RTX) T-250.

1. Approve the cooperative purchase contract with National Auto Fleet Group in the amount of $51,159.06 for a 2022 Ford Transit Cargo Van (RTX) T-250; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract of two (2) Bobcat Toolcats in the amount of $140,230.30 from Clark Equipment Company, utilizing Sourcewell cooperative purchase contract # 040319-CEC.

1. Approve the purchase of two (2) Bobcat Toolcats in the amount of **$**140,230.30 from Clark Equipment Company, utilizing Sourcewell cooperative purchase contract # 040319-CEC; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract for two (2) Hydraulic Grader Snow Wings from Empire Machinery in the amount of $131,823.44.

1. Approve the Cooperative Purchase Contract for two (2) Hydraulic Grader Snow Wings from Empire Machinery in the amount of $131,823.44, through NIPA City of Tucson contract pricing #161534; and
2. Authorize the City Manager to execute the necessary documents.

6. **ROUTINE ITEMS**

A. **Consideration and Adoption of Ordinance No. 2021-23:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, Chapters 3-10 User Fees, to establish airport parking fees, and amending Title 8 Public Ways and Property, Chapter 8-06, Airport Rules and Regulations, Section 001-8-06-001-0006.3 to provide for enforcement of airport parking and exemptions from parking fees; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2021-23 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, CHAPTER 3-10 USER FEES, TO ESTABLISH AIRPORT PARKING FEES, AND AMENDING TITLE 8 PUBLIC WAYS AND PROPERTY, CHAPTER 8-06, AIRPORT RULES AND REGULATIONS, SECTION 001-8-06-001-0006.3 TO PROVIDE FOR ENFORCEMENT OF AIRPORT PARKING AND EXEMPTIONS FROM PARKING FEES; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, PROVIDING FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to adopt Ordinance No. 2021-23.

Vote: 7 - 0 - Unanimously

7. **REGULAR AGENDA**

A. ~~**Consideration and Adoption of Resolution No. 2021-62:** A resolution approving submission of an application to Arizona State Parks and Trails for a Heritage Fund Trails Grant to make accessibility enhancements at Buffalo Park and the Nate Avery FUTS Trail~~

~~1) Read Resolution No. 2021-62 by title only~~
~~2) City Clerk reads Resolution No. 2021-62 by title only (if approved above)~~
~~3) Adopt Resolution No. 2021-62~~

B. **Consideration and Adoption of Resolution No. 2021-61:** A resolution adopting the City Council 2022 Commemorative Flag Designations

City Clerk Stacy Saltzburg stated that the resolution will set the 2022 commemorative flag designations. There were three recommendations to maintain the same flag designations as 2021 and one recommendation to add the Purple Heart Flag for the 1st half of August.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Resolution No. 2021-61 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF (PURSUANT TO THE CITY COUNCIL POLICY ON THE DISPLAY OF FLAGS) DESIGNATING ALL COMMEMORATIVE FLAGS THAT WILL BE DISPLAYED THROUGHOUT THE YEAR 2022 ON THE TEMPORARY POLE IN FRONT OF CITY HALL

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to adopt Resolution No. 2021-61.

Vote: 7 - 0 - Unanimously

8. Adjournment

The Special Meeting of the Flagstaff City Council held December 28, 2021, adjourned at 3:28 p.m.

Councilmember Aslan left the meeting at 3:28 p.m.

WORK SESSION

1. Call to Order

Mayor Deasy called the Work Session of the Flagstaff City Council held December 28, 2021, to order at 3:29 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. 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.

Dawn Rodriguez addressed Council about flooding concerns and the way people treat each other.

Marnie Vail and Sarita Cernohous submitted written comments in opposition to a possible mask mandate.

3. **Flood Project Updates**

Water Services Director Andy Bertelsen Public Works Director Scott Overton, Deputy County Manager Lucinda Andreani, Water Services Engineering Manager Gary Miller, and

Interim Public Affairs Director Sarah Langley provided a PowerPoint presentation that covered the following:

OUTLINE
BACKGROUND
IMPACTS ARE COMMUNITY WIDE
MITIGATION PLAN UPDATES
FLOODING FEASIBILITY ALTERNATIVE ANALYSIS
DRAINAGE MASTER PLANNING
USFS REPRESENTATIVES VISIT
MITIGATION UPDATES – FOREST
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
CITY PARCEL CONCEPT DESIGN
DORTHA INLET & CHANNEL
KILLIP REGIONAL DETENTION BASIN
MITIGATION – EAST FLAGSTAFF
SOUTH MOUNT ELDEN FLOOD MITIGATION
FUNDING OF MITIGATION
COMMUNICATIONS STRATEGY

Council discussed the mitigation strategies and communication efforts. There was discussion about funding opportunities including grants and the infrastructure bill. They requested that future updates alternate starting times for the discussions so all interested residents get the opportunity to hear the presentation. Staff indicated that the next update will start no earlier than 5:30 p.m.

Dawn Rodriguez addressed Council expressing concern about the Flood Control District and how it operates. She also stated that she would like to see the impact analysis report.

Mike Martinell submitted a written comment concerning the upsizing of the culvert at Linda Vista.

Tara Roark submitted a written comment with questions related to flood mitigation.

Council expressed gratitude to staff for their work and continued efforts to mitigate the effects of post wildfire flooding.

A break was held from 4:50 p.m. through 5:07 p.m.

4. **Discussion only of Potential City Council Code of Conduct and Ethics Policy**

City Attorney Sterling Solomon addressed Council stating that the item is an opportunity for discussion only and no official action will be taken. If a majority of Council provides direction for staff to research and bring forward options for the Council to consider, that would be the next step in the process.

Councilmember Salas stated that she would like to see a code of conduct and ethics policy developed to guide Council interactions with staff, other councilmembers, media, outside agencies, board and commissions, and other stakeholders. She reviewed some other agency codes of conduct and ethics policies and what they include. She would like to move forward with the City of Glendale model with the process of reporting and mediating complaints by an independent review committee. The committee would be appointed by the City Attorney and City Manager.

Councilmember Sweet stated that it seems like a heavy lift for staff right now and there are a lot of pressing matters needing attention. She is not sure that the matter rises to a top priority at the current time.

Councilmember Shimoni agreed stating that he sees value in the development of a code of conduct and ethics policy but it is not the right time. It will take up a lot of staff time.

Councilmember McCarthy offered that if the Council moves the matter forward he would like for the document to be kept simple and succinct. To do it right will take a lot of work and time. He agrees with Councilmembers Sweet and Shimoni in that this is not the highest priority.

Vice Mayor Daggett agreed stating that there are greater priorities to put attention toward. She would like to see the Council take personal responsibility for their behavior.

Mayor Deasy agreed with others and stated that while it would be beneficial to develop something, there are more pressing matters that need attention.

Council agreed that it is a topic that could come back at a later time.

5. Review of Draft Agenda for the January 4, 2022 City Council Meeting

None

6. Public Participation

None

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

Councilmember McCarthy stated that he attended a memorial for Officer Tyler Stewart who was killed in the line of duty seven years ago. It was a great ceremony and he thanked all officers for their service to the community.

Councilmember Sweet thanked Team Flagstaff for all their hard work over the last year making Flagstaff the best city. She wished everyone a happy new year.

Councilmember Salas stated that today in 1945, the Pledge of Allegiance was adopted by Congress. She expressed wishes for 2022 to usher in abundance in terms of health and wellness, peace, love, and joy to everyone.

Councilmember Shimoni also recognized Officer Stewart. He offered words of gratitude to all Flagstaff officers for their service to the community. He reported that he attended a discussion about resource needs in the community put on by local service providers. He wished everyone a happy new year and reminded people that COVID is still prevalent in the community and to be safe.

Mayor Deasy thanked all city staff for their work during a busy and challenging year. He is excited about 2022 and what can be accomplished in the next year. He encouraged everyone to continue practicing COVID mitigation and to stay safe.

8. Adjournment

The Work Session of the Flagstaff City Council held December 28, 2021, adjourned at 5:58 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 December 28, 2021. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of January, 2023.

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, DECEMBER 6, 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 12:01 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
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 Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to recess into Executive Session.

Vote: 7 - 0 - Unanimously

4. Executive Session:

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

i. Legal advice regarding the citizen petition entitled “Protect Abortion Access”

ii. Legal advice regarding any potential real property restrictions specifically on the property where the former public works yard was located and on Thorpe Park in general

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held December 6, 2022, reconvened into Open Session at 2:15 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, DECEMBER 20, 2022
COUNCIL CHAMBERS
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
IMMEDIATELY FOLLOWING THE
REGULAR COUNCIL MEETING

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 5:33 p.m.

2. ROLL CALL

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

PRESENT: ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

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

3. Recess into Executive Session

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

Vote: 7 - 0 - Unanimously

4. Executive Session:

A. Discussions or consultations with designated representatives of the public body in order to discuss security plans, procedures, assessments, measures or systems relating to, or having an impact on, the security or safety of buildings, facilities, operations, critical infrastructure information and information technology maintained by the public body, pursuant to A.R.S. §38-431.03(A)(9).

i. City Hall security and safety plans

5. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held December 20, 2022, reconvened into Open Session at 6:44 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	12/29/2022
Meeting Date:	01/03/2023

TITLE:

Consideration of Appointments: Planning and Zoning Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring December 2025.

Executive Summary:

The Planning and Zoning Commission consists of seven citizen members and serves as an advisory board to the Council on matters relating to the growth and physical development of the City. The commission also conducts hearings on amendments to the Zoning Map, tentative subdivision plats, and Development Review Board appeals. There are currently three seats available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are three applications currently on file, they are as follows:

- Marchell Camp (new applicant)
- Ian Sharp (new applicant)
- Susan Slasor (new applicant)

Staff recommends filling the vacant seat as soon as possible to ensure that a quorum of members will be available to conduct hearings on amendments to the Zoning Map, tentative subdivision plats, and Development Review Board appeals. In an effort to reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

Council Appointment Assignment: Councilmember Sweet and Vice Mayor Aslan

Financial Impact:

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

Policy Impact:

None

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

Inclusive and Engaged Community

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

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint two Commissioners; by appointing Commissioners at this time, the Planning and Zoning Commission will be at full membership.
2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: P&Z Authority

CHAPTER 2-01
PLANNING AND ZONING COMMISSION

SECTIONS:

2-01-001-0001 CREATION OF COMMISSION
2-01-001-0002 INTENT AND PURPOSE
2-01-001-0003 MEMBERSHIP
2-01-001-0004 MEETINGS
2-01-001-0005 DUTIES AND FUNCTIONS

Prior legislation: Ords. 339, 859, 1427, 1826 and 2007-09.

2-01-001-0001 CREATION OF COMMISSION

There is hereby established a Planning and Zoning Commission for the City of Flagstaff under the provisions of A.R.S. § 9-461.02. (Ord. 339, 10-8-45; Ord. 2010-35, Amended, 11/16/2010)

2-01-001-0002 INTENT AND PURPOSE

The purpose of the Planning and Zoning Commission is to direct the growth and physical development of the City in a sound and orderly fashion for the prosperity, health, safety, convenience, and general welfare of the citizens of Flagstaff. (Ord. 2010-35, 11/16/2010)

2-01-001-0003 MEMBERSHIP

The Planning and Zoning Commission shall consist of seven (7) members appointed by the Mayor and Council.

The term of each citizen member shall be three (3) years or until his successor takes office. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired portion of the term.

A. A Chairperson and Vice-Chairperson shall be elected from and by the voting membership of the Commission to serve one (1) year terms. A Chairperson may serve no more than two (2) consecutive terms as Chairperson (exclusive of a term as Vice-Chairperson). Upon the conclusion of a second, consecutive term as Chairperson, such Commission member shall be ineligible to serve as either Chairperson or Vice-Chairperson until a calendar year has expired.

B. In addition to the causes for removal set out in the Board and Commission Members' Rules and Operations Manual, a member accumulating eight (8) absences from regularly scheduled meetings in any given calendar year will be automatically removed from the Commission and a replacement appointed by the City Council. An unexcused absence is defined as the failure of the member to notify the Planning and Development Services Section of his or her inability to attend a regularly scheduled meeting. (Ord. 2010-35, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)

2-01-001-0004 MEETINGS

Unless there are no matters to be considered, the Commission shall hold at least one meeting each month and may schedule additional special meetings as needed. A special meeting may serve as the minimum one meeting per month. (Ord. 2010-35, 11/16/2010)

2-01-001-0005 DUTIES AND FUNCTIONS

The Planning and Zoning Commission created in this chapter shall be and act as the Zoning Commission of the City, and all duties and powers granted to zoning commissions under State law shall be exercised by the Planning and Zoning Commission. In addition to any authority granted to the Planning and Zoning Commission by State law or other ordinances of the City, the Planning and Zoning Commission shall have the following duties and functions under the provisions of these regulations:

A. To review and recommend to the City Council adoption of a comprehensive general plan adopted in compliance with the authority provided in A.R.S. Section 9-461.05 for the orderly growth and development of the City and for any land outside the City which, in the opinion of the Planning and Zoning Commission, bears a relation to the planning of the City.

B. To hear, review, and make recommendations to the City Council regarding applications for amendments to the General Plan or any other plan in accordance with the provisions of Chapter 11-10 (General Plans).

C. To serve as an advisory body to the City Council and furnish the Council through the Planning Director the facts concerning the adoption of any report or recommendation.

D. To make its special knowledge and expertise available upon reasonable written request and authorization of the City Council to any official, department, board, commission or agency of the State or Federal governments.

E. To hear and review amendments to the Zoning Map and to the text of the Zoning Code in accordance with the provisions of Title 10, Zoning Code, Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map).

F. To confer with and advise other similar City or County commissions.

G. To make investigations, maps, reports, and recommendations to the City Council in regard to the physical development of the City.

H. To hear, review and make recommendations to the City Council regarding preliminary subdivision plats after recommendation from the Planning Director and City Engineer in accordance with Chapter 11-20, Subdivision and Land Split Regulations.

I. To take such other action as authorized in Title 10 (Zoning Code) and Title 11 (General Plan and Subdivisions) as necessary to implement the provisions of those titles and the General Plan.

J. To consider, review and approve Conditional Use Permits, pursuant to the provisions of Section 10-

20.40.050 (Conditional Use Permits).

K. The Commission shall carry out other such duties as determined by the City Council and present other recommendations the City Council deems pertinent. (Ord. 859, 10-24-72; Ord. 2010-35, Amended, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014)

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	12/29/2022
Meeting Date:	01/03/2023

TITLE:

Consideration of Appointments: Open Spaces Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring April 2023.

Executive Summary:

The Open Spaces Commission consists of six at-large members whom shall be appointed by the City Council and one designee from the Planning and Zoning Commission. There is one vacancy due to a resignation. The commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land. There is currently one seat available due to a resignation. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are six (6) applications on file for consideration by the Council, they are as follows:

- Bruce Fox (new applicant)
- Ryan Laboy (new applicant)
- Lucas Minton (new applicant)
- Brian Poletti (new applicant)
- Bre Powers (new applicant)
- Liz Shero (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember McCarthy

Financial Impact:

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

Policy Impact:

None.

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

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

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

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

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

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: Open Space Commission Authority

CHAPTER 2-20
OPEN SPACES COMMISSION

SECTIONS:

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

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

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

2-20-001-0002 TERMS OF OFFICE:

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

2-20-001-0003 DUTIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Public participation, education, and interpretive programs.

2-20-001-0005 MEETINGS; ATTENDANCE:

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

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

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

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	12/29/2022
Meeting Date:	01/03/2023

TITLE:

Consideration and Action on Liquor License Application: Amy S. Nations, "Foram Bar, Grill, Nightclub," 30 S. San Francisco, Series 06, Owner Transfer.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Foram Bar, Grill, Nightclub is a new business and purchased the location and license of Civano Coffee House (dba The Runway).

A Series 06 license allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Series 06 (bar- all spirituous liquor) licenses are obtained through the person and/or location transfer of an existing license from another business. Foram Bar, Grill, Nightclub is a new business and bought the location and license from Civano Coffee House. If approved, this license will be one of the 23 active series 06 licenses.

To view surrounding liquor licenses, please refer to the online interactive Liquor License Map.

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

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:
Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:
Not applicable.

Key Considerations:
Because the application is for a person transfer, consideration may be given to both the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is January 6, 2023.

Community Benefits and Considerations:
This business will contribute to the tax base of the community.

Community Involvement:
The application was properly posted on December 13, 2022. No written protests have been received to date.

Attachments:
Letter to Applicant
Hearing Procedures
Series 06 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

12/27/2022

Amy S. Nations
PO Box 2502
Chandler, AZ 85244

Dear Ms. Nations,

Your application for a Series 6 Liquor License for Foram Bar-Grill-Nightclub located at 30 S. San Francisco Street, Flagstaff, AZ was posted on December 13, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, January 3, 2022, which is scheduled to begin at 3:00 p.m.3**

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

The twenty-day posting period for your liquor license application is set to expire on January 2, 2023, and the application may be removed from the premises at that time.

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

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

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

License Types: Series 06 Bar (all spirituous liquor)

Transferable (From person to person and/or location to location within the same county only)
On & off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

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

Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar.

A hotel or motel with a Series 06 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m. Monday through Saturday and 2:00 a.m. and 10:00 a.m. on Sundays.

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

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

Chief of Police
Dan Musselman

MEMORANDUM

Memo #22-098

TO: **Chief Musselman**

FROM: **Sgt. Kevin Sapp**

DATE: **December 14, 2022**

RE: **New Application –Series 6 Liquor License Application– Foram Bar, Grill, Nightclub**

On December 14, 2022, I initiated an investigation into the new application for a series 6 (Bar) liquor license filed by Amy Nations (Agent), Foram Patel (Controlling Person) and Dominique Gibala (Premises Manager). This is a new application, and the application number is 219128. It is for Foram Bar, Grill, Nightclub located at 30 S San Francisco St., Flagstaff, AZ.

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

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

A representative for the business will be present remotely for the council meeting on January 3, 2023.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

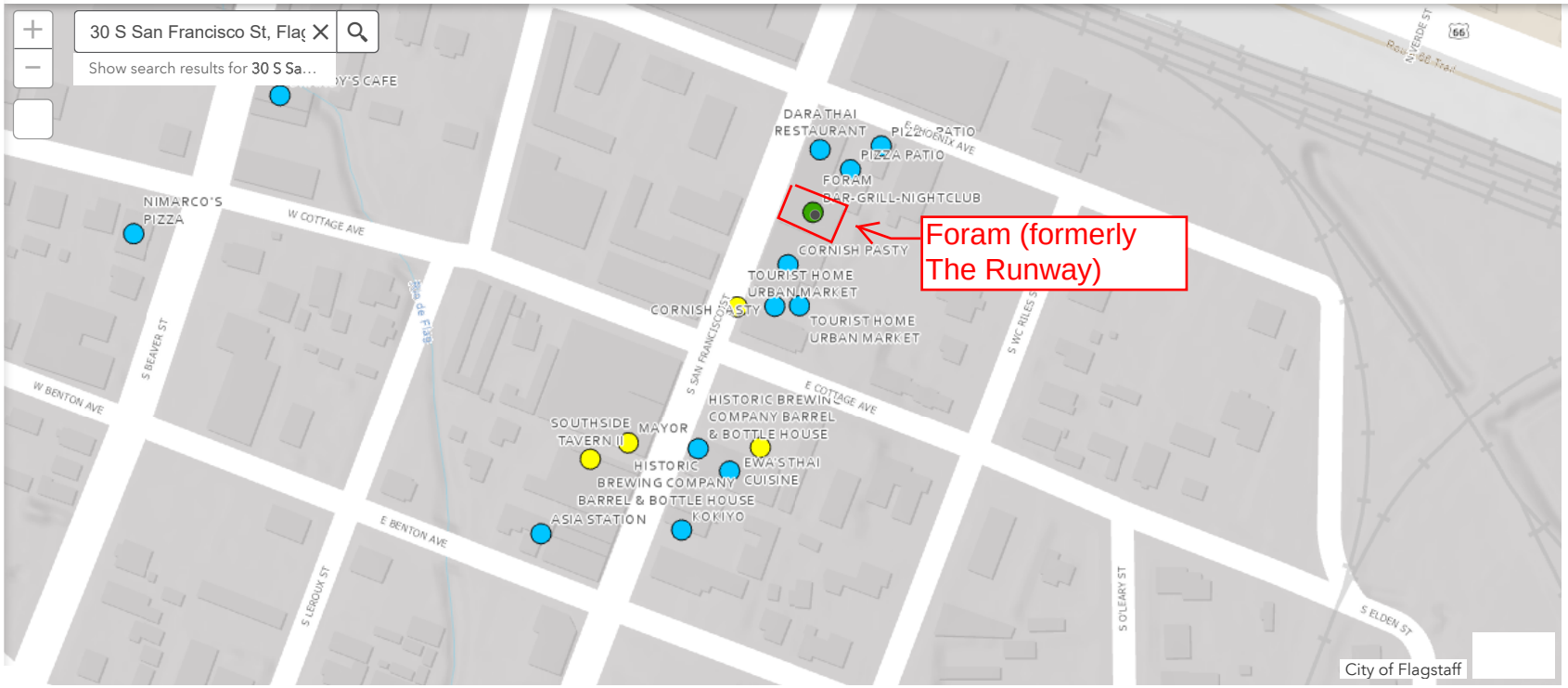
CC: Michelle McNulty, Planning Director

Date: December 19, 2022

Re: Application for Liquor License #219128
30 S. San Francisco St., Flagstaff, Arizona 86001
Assessor's Parcel Number 104-01-091
Amy S. Nations on behalf of Foram Bar, Grill and Nightclub

This application is a request for a new Series 06 Bar liquor license by Amy S. Nations on behalf of Foram Bar, Grill and Nightclub. This business is located within the Community Commercialdistrict. This district does allow for this use.

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


30 S San Francisco St, Flag
Show search results for 30 S Sa...
DARA THAI RESTAURANT
PIZZA PATIO
PIZZA PATIO
FORAM
BAR-GRILL-NIGHTCLUB
Foram (formerly The Runway)
CORNISH PASTY
TOURIST HOME URBAN MARKET
CORNISH PASTY
TOURIST HOME URBAN MARKET
NIMARCO'S PIZZA
W COTTAGE AVE
S BEAVER ST
W BENTON AVE
S SAN FRANCISCO ST
E COTTAGE AVE
HISTORIC BREWING COMPANY BARREL & BOTTLE HOUSE
SOUTHSIDE TAVERN II
MAYOR
HISTORIC BREWING COMPANY BARREL & BOTTLE HOUSE
EWA'S THAI CUISINE
ASIA STATION
KOKIYO
E BENTON AVE
S LEROUX ST
S O'LEARY ST
S ELDEN ST
City of Flagstaff

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	12/29/2022
Meeting Date:	01/03/2023

TITLE:

Consideration and Action on Liquor License Application: Tung Kam Cheng "Golden Dragon," 2730 E. Lakin Drive, Series 12 (restaurant), New License.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Golden Dragon is an existing business in Flagstaff and is currently operating with an interim licenses. It holds one of the 89 active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive Liquor License Map.

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

Financial Impact:

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

Policy Impact:

Not applicable.

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

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

Has There Been Previous Council Decision on This:
Not applicable.

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

The deadline for issuing a recommendation on this application is January 6, 2023.

Community Benefits and Considerations:
This business will contribute to the tax base of the community.

Community Involvement:
The application was properly posted on December 13, 2022. No written protests have been received to date.

Attachments:
Letter to Applicant
Hearing Procedures
Series 12 Description
PD Memo
Zoning Memo
Golden Dragon - Map

City of Flagstaff

OFFICE OF THE CITY CLERK

12/28/2022

Tung Kam Cheng
2730 E. Lakin Drive
Flagstaff, AZ 86001

Dear Ms. Cheng,

Your application for a Series 12 Liquor License for Golden Dragon located at 2730 E. Lakin Drive, Flagstaff, AZ was posted on December 13, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, January 3, 2022, which is scheduled to begin at 3:00 p.m.3**

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

The twenty-day posting period for your liquor license application is set to expire on January 2, 2023, and the application may be removed from the premises at that time.

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

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

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

License Types: Series 12 Restaurant License

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

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

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

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

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

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

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

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

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

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

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TDD 1-800-842-4681

Chief of Police
Dan Musselman

MEMORANDUM

Memo #22-099

TO: **Chief Musselman**

FROM: **Sgt. Kevin Sapp**

DATE: **December 19, 2022**

RE: **New Application –Series 12 Liquor License Application– Golden Dragon**

On December 19, 2022, I initiated an investigation into the new application for a series 12 (Restaurant) liquor license filed by Tung Kam Cheng (Agent and controlling person). This is a new application, and the application number is 220000. It is for Golden Dragon located at 2730 E Lakin Drive, Flagstaff, AZ.

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

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

A representative for the business was notified about the council meeting on January 3, 2023. It was uncertain if she would attend.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

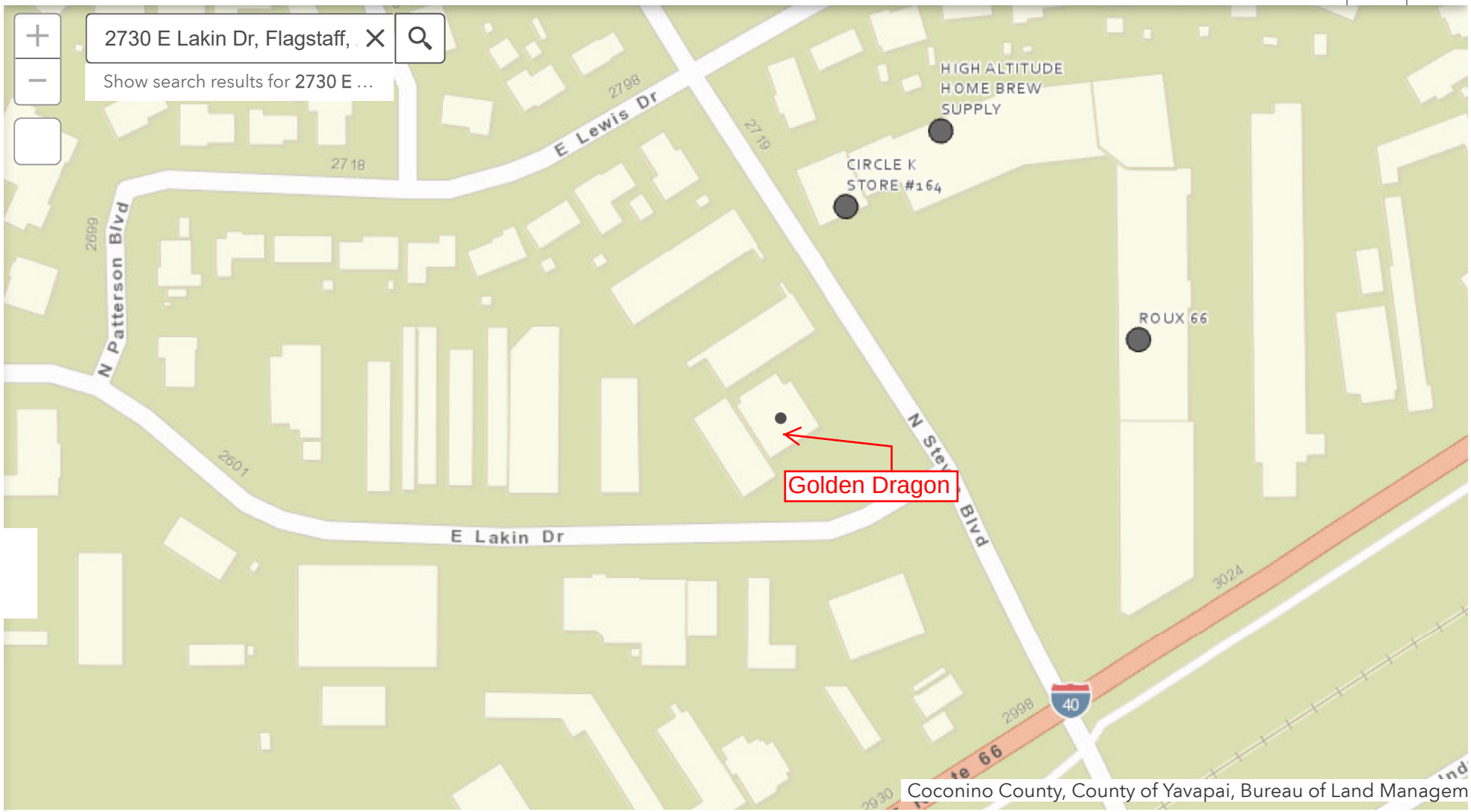
Date: December 19, 2022

Re: Application for Liquor License #220000
2370 E Lakin Drive, Flagstaff, AZ 86001
Assessor's Parcel Number 108-10-074D
Tung Kam Cheng on behalf Golden Dragon

This application is a request for a new Series 12 Restaurant liquor license by Tung Kam Cheng on behalf of Golden Dragon. This business is located within the Community Commercial district. This district does allow for this use.

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

Active Liquor Licenses City of Flagstaff GIS



9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	12/29/2022
Meeting Date:	01/03/2023

TITLE:

Consideration and Action on Liquor License Application: Scott Emil Sawyer "FlagTagAZ," 1801 W. Route 66, Suite 102, Series 07 (Beer and Wine Bar), New Application.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

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

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A Series 07 license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. FlagTagAZ is an existing business in Flagstaff. If approved, it will be the 28th active series 07 license in Flagstaff.

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

Financial Impact:

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

Policy Impact:

Not applicable.

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

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

Has There Been Previous Council Decision on This:

Not applicable.

Key Considerations:

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

The deadline for issuing a recommendation on this application is January 6, 2023.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on December 13, 2022. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 07 Description
PD Memo
Zoning Memo
Map

City of Flagstaff

OFFICE OF THE CITY CLERK

12/28/2022

Scott Sawyer
1800 W. Route 66
Suite 102
Flagstaff, AZ 86001

Dear Mr. Sawyer,

Your application for a Series 7 Liquor License for FlagTagAZ located at 1801 W. Route 66, Suite 102, Flagstaff, AZ was posted on December 13, 2022. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, January 3, 2022, which is scheduled to begin at 3:00 p.m.3**

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

The twenty-day posting period for your liquor license application is set to expire on January 2, 2023, and the application may be removed from the premises at that time.

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

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

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

License Types: Series 07 Beer and Wine Bar License

Transferable (From person to person and/or location to location within the same county only)
On & off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:
Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

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

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

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

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

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

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

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Chief of Police
Dan Musselman

MEMORANDUM

Memo #22-100

TO: **Chief Musselman**

FROM: **Sgt. Kevin Sapp**

DATE: **December 19, 2022**

RE: **New Application –Series 7 Liquor License Application– FlagTagAZ**

On December 19, 2022, I initiated an investigation into the new application for a series 7 (Beer and Wine Bar) liquor license filed by Scott Sawyer (Agent and Controlling Person). This is a new application, and the application number is 218422. It is for FlagTagAZ located at 1801 W Route 66, Flagstaff, AZ.

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

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

A representative for the business will be present for the council meeting on January 3, 2023.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

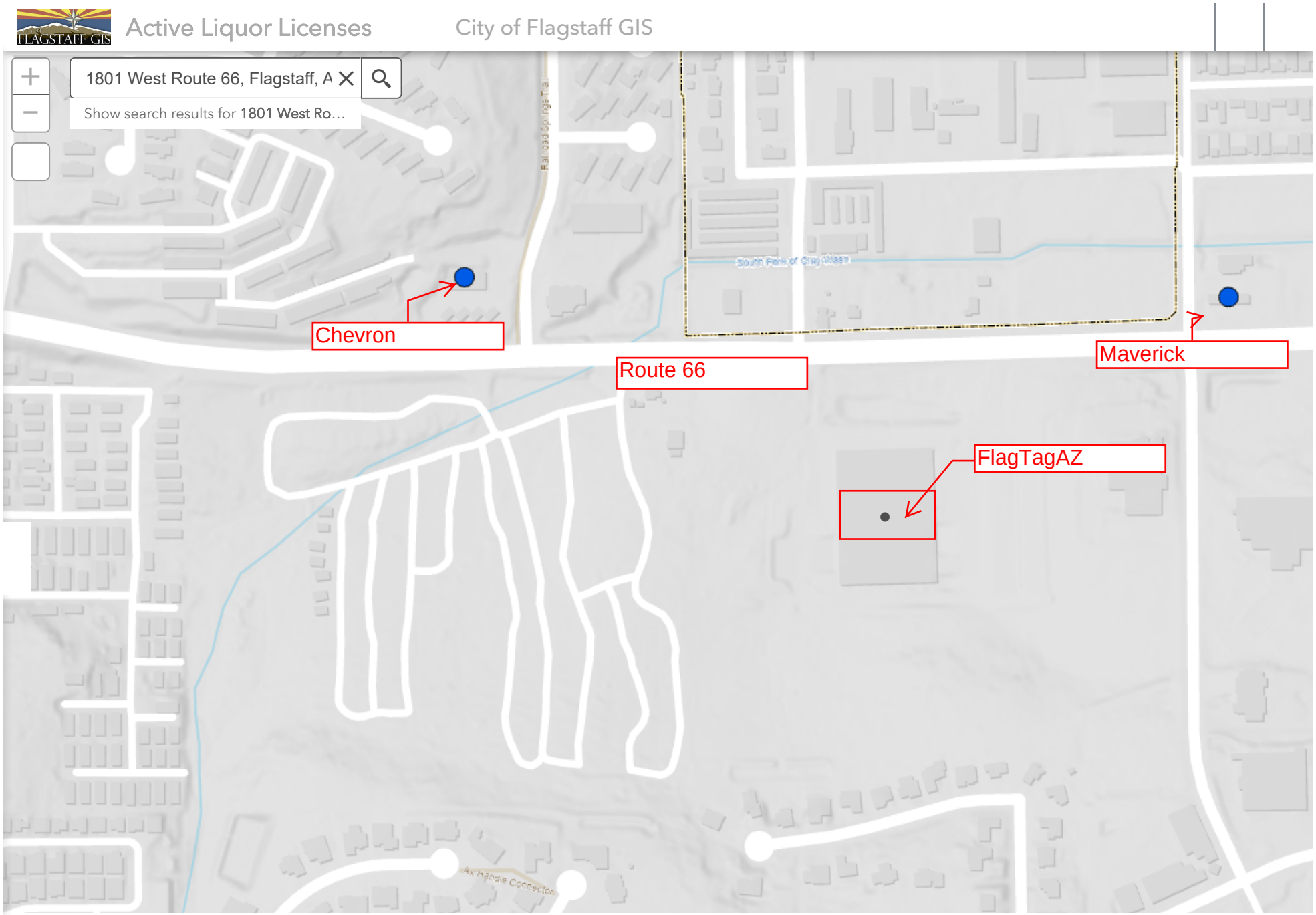
CC: Michelle McNulty, Planning Director

Date: December 19, 2022

Re: Application for Liquor License #218422
1801 W. Rte.66, Ste.102, Flagstaff, Arizona 86001
Assessor's Parcel Number 112-06-001B
Scott Emil Sawyer on behalf of FlagTagAZ

This application is a request for a new Series 07 Beer & Wine Bar liquor license by Scott Emil Sawyer on behalf of FlagTagAZ. This business is located within the Light Industrial Open district. This district does allow for this use.

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


Active Liquor Licenses
City of Flagstaff GIS
1801 West Route 66, Flagstaff, A
Show search results for 1801 West Ro...
Chevron
Route 66
Maverick
FlagTagAZ

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Chapman, Forest Health Supervisor

Co-Submitter: Mark Reavis

Date: 12/29/2022

Meeting Date: 01/03/2023

TITLE:

Consideration and Adoption of Ratifying the Supplemental Project Agreement: Ratifying the Supplemental Project Agreement between the City of Flagstaff and the U.S. Department of Agriculture, Coconino National Forest for the implementation of cultural resource surveys.

STAFF RECOMMENDED ACTION:

Ratify the Supplemental Project Agreement with the Coconino National Forest in the amount of $1,504,489.93.

Executive Summary:

This ratifies the acceptance of the Coconino National Forest Supplemental Project Agreement Award 22-P-11030400-043 which provides for cultural surveys, site revisits, reporting, data entry and management of Natural Resource Manager (NRM) cultural resource database of record, and other cultural resources work as needed in order to prepare priority areas across the Flagstaff Ranger District for prescribed fire operations.

Financial Impact:

The Supplemental Project Agreement is for a total project cost of $1,504,489.93. The Federal contribution is $1,391,643 and the City of Flagstaff is contributing $112,846.92 in non-cash staff and equipment time. This is a multiple year agreement/project. The Wildfire Management (WFM) section has $1.2 million budgeted in FY22-23 for these type of agreements/project. The remaining funding will be budgeted in future years.

Policy Impact:

This agreement allows the City of Flagstaff to add significant capacity for wildfire risk reduction based cultural survey clearance work across the Flagstaff Ranger District. In addition, this agreement creates new partnership opportunities with the US Forest Service as we will be supporting prescribed fire planning in addition to operations.

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Implement innovative local government programs
Safe and Healthy Community: Ensure built environment is safe through the use of consistent standards, rules and regulations, & land use practices
Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources
Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Carbon Neutrality Plan

- 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.

Consolidating carbon stocks in fewer, larger trees reduces the risk of carbon loss from fire. The pre-suppression forest structure provides the best target for maintaining sustainable carbon stocks and ecological function. Implementing prescribed fire after mechanical thinning treatments supports the maintenance of the restored natural tree structure and pattern.

A Forest Health update to the CNP is in development.

Regional Plan

Environmental Planning & Conservation – Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 – Invest in forest health and watershed protection measures.
Policy E&C.6.1 – Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 – Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.6 – Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 – Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

Ratify and Accept the Agreement = Allows for the exchange of funds to complete the project.
Reject the Agreement = The project will need to be canceled or delayed.

Background/History:

Severe and destructive wildfire is an annual and ever-present threat to our forests and the community. Forested areas that have undergone science based ecological restoration treatments are healthier, more fire adapted, at a lower risk of carbon loss, and enhance public safety and infrastructure protection.

A Master Participating Agreement (MPA) between the U.S. Department of Agriculture, Forest Service, Coconino National Forest, and the City of Flagstaff was approved by Council on April 19, 2022. This MPA allows for Supplemental Project Agreements based on watershed protection.

Before prescribed fires can be implemented on National Forest System lands, a thorough planning and clearance process must be completed. This Supplemental Project Agreement agreement will allow the City to add needed capacity to the USFS and manage contract to complete cultural resource surveys across the Flagstaff Watershed Protection Project footprint and surrounding Flagstaff Ranger District priority areas.

Key Considerations:

Completion of ecological forest treatments within the Flagstaff Watershed Protection Project (FWPP) footprint and Flagstaff Ranger District have proven highly effective in supporting the control of undesirable fire, while reducing the severity of fire and post-fire flood events.

Expanded Financial Considerations:

All cultural survey contracts managed by the City will be fully reimbursed by the USFS.
This agreement includes a 6.35% indirect cost rate for the City ($77,621).

Community Benefits and Considerations:

The Flagstaff community will experience improved forest management due to this agreement.

Approval of this Agreement, and the forest treatment work which will result, will reduce wildfire risk to adjacent neighborhoods, recreational opportunities, and wildlife habitat, while promoting forest health and long-term ecological sustainability.

This agreement will also support forest management objectives that consolidate forest carbon stocks in fewer, larger trees, reducing the risk of carbon loss from catastrophic fire.

Community Involvement:

Inform: Following the success of the 2012 bond election, FFD has continued to work at keeping the community informed of what we are doing, and why.

Involve: Project outreach efforts will go directly to the Flagstaff community. FFD staff are available to the public to address any concerns.

Attachments: Agreement

USDA, Forest Service

OMB 0596-0217
FS-1500-16B

FS Agreement No. 22-PA-11030400-174

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT
To
MASTER PARTICIPATING AGREEMENT # 22-PA-11030400-043
Between
CITY OF FLAGSTAFF
And The
USDA, FOREST SERVICE
COCONINO NATIONAL FOREST

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between the City of Flagstaff, hereinafter referred to as "the City," and the United States Department of Agriculture (USDA), Forest Service, Coconino National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the provisions of Master Participating Agreement #22-PA-11030400-043.

Title: Fireshed Heritage Support

I. GENERAL PROJECT DESCRIPTION: This agreement provides for cultural surveys, site revisits, reporting, data entry and management of Natural Resource Manager (NRM) cultural resource database of record, and other cultural resources work as needed. Cultural survey project efforts will be documented for submission to the U.S. Forest Service and the Arizona State Historic Preservation Office for concurrence, as needed. Project work will include heritage inventory and management in support of erosion control and hazardous fuel reduction work.

The City will coordinate cultural surveys, site revisits, reporting, data entry and management of the NRM cultural resource database of record, as well as additional heritage work such as monitoring.

All project work undertaken in this agreement will occur on National Forest System (NFS) lands. With regard to the City's contributed labor, the City is responsible for the daily administration and supervision of its employees, contractors, and/or volunteers; the U.S. Forest Service is responsible for the oversight of the City's fulfillment of agreement tasks outlined in this agreement. The U.S. Forest Service and the City will work as collaborators in the management and oversight of the project.

In consideration of the above premises, the parties agree as follows:

II. RESPONSIBILITIES:

A. The the City shall:

1. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The City may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-Government employees with unescorted access to U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

2. Designate a program manager that will consistently communicate with the designated U.S. Forest Service program manager on all issues related to the timely and successful achievement of agreement project work.

3. Collaborate with the U.S. Forest Service in the preparation of a mutually acceptable, detailed work plans in compliance with U.S. Forest Service direction as well as the provisions of this agreement in executing multiple contracts.

4. Adhere to all U.S. Forest Service regulations, standards, and specifications outlined in heritage program standard operating procedures.

5. Comply with all U.S. Forest Service regulations, policies, specifications, and guidance pertaining to data management and distribution of site locations and/or descriptions.

6. Select contractors able to be permitted to conduct archaeology survey work on the Coconino National Forest.

7. Perform in accordance with the attached Statement of Work (Exhibit A) and Financial Plan (Exhibit B).

8. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

   Performance reports must contain information on the following:

   - A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

   - Reason(s) for delay if established goals were not met.

- Additional pertinent information.

The City shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the City's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

B. The U.S. Forest Service shall:

1. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the the City for the U.S. Forest Service's share of actual expenses incurred, not to exceed $1,300,000.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the the City's quarterly invoice. Each invoice from the the City must display the total project costs for the billing period, separated by U.S. Forest Service and the the City's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the the City's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

   Each invoice must include, at a minimum:

   1. The the City's name, address, and telephone number.
   2. U.S. Forest Service agreement number.
   3. Invoice date.
   4. Performance dates of the work completed (start & end).
   5. Total invoice amount for the billing period, separated by U.S. Forest Service and the City share with in-kind contributions displayed as a separate line item.
   6. Display all costs, both cumulative and for the billing period, by separate cost elements as shown on the financial plan.
   7. Cumulative amount of U.S. Forest Service payments to date.
   8. Statement that the invoice is a request for payment by "reimbursement".
   9. If using SF-270, a signature is required.
   10. Invoice Number, if applicable.

   The invoice must be forwarded to:

   EMAIL: SM.FS.ASC_GA@USDA.GOV

   FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Jeanne Stevens, jeanne.stevens@usda.gov

3. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

4. Designate U.S. Forest Service program manager that will consistently communicate with the designated City program manager on all issues related to the timely and successful achievement of agreement project work.

5. Collaborate with the City in the preparation of a mutually acceptable, detailed work plans in compliance with U.S. Forest Service direction as well as the provisions of this agreement.

6. Provide on-site guidance and direction for all project work as needed. Provide as needed, but no less than bi-weekly, project monitoring, inspection, and oversight of project progress completed by the City.

7. Be the primary reviewers of cultural resources work completed through this agreement and retains ultimate authority over acceptance of the City's work.

8. Review and provide any necessary feedback on progress and performance reports within 10 business days of receipt.

9. Conduct quality assurance and quality control on all final deliverables produced under the agreement.

10. Ensure all activities comply with all applicable Federal, State, and local laws and regulations, policies, and requirements.

III. CONTACTS & TIME LIMITS:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Neil Chapman, Forest Health Supervisor 211 W. Aspen Flagstaff, AZ 86001 Telephone: 928-606-9840 Email: jeanne.stevens@usda.gov	Stacey Brechler-Knaggs, Grants & Contracts Manager 211 W. Aspen Flagstaff, AZ 86001 Telephone: 928-213-2227 Email: sknaggs@flagstaffaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jeanne Stevens District Heritage Staff Coconino NF, Flagstaff RD 5075 N Highway 89 Flagstaff, AZ 86004 Telephone: 928-527-8261 Email: jeanne.stevens@usda.gov	Brian Speeg Office of Grants and Agreements 333 Broadway Blvd SE Albuquerque, NM 87102 Email: brian.speeg@usda.gov

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the City acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the City fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the City has expended in violation of sections 433 and 434.

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). the City shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

E. MODIFICATIONS. Modifications within the scope of this SPA shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 90 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

F. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through May 2, 2027 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

G. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Paul Deasy Digitally signed by Paul Deasy
DN: cn=Paul Deasy, o=City of Flagstaff, ou=Mayor, email=paul.deasy@flagstaffaz.gov, c=US
Date: 2022.09.08 13:23:52 -07'00'

PAUL DEASY, Mayor — Date
City of Flagstaff

LESLEY YEN, Acting Forest Supervisor U.S. — Date
Forest Service, Coconino National Forest

The authority and format of this agreement have been reviewed and approved for signature.

Karen Dyckes y Montaño Digitally signed by Karen Dyckes y Montaño
Date: 2022.09.07 15:40:52 -06'00'

KAREN DYCKES Y MONTANO — Date
U.S. Forest Service, Grants Management Specialist
Agreement # 22-PA-11030400-174

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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USDA, FOREST SERVICE
SUPPLEMENTAL PROJECT AGREEMENT
#22-PA-11030400-043 (Fireshed Heritage Support)

ATTEST:

Stacy Saltzburg

Digitally signed by Stacy Saltzburg
Date: 2022.09.08 15:26:42 -07'00'

CITY CLERK

APPROVED AS TO FORM:

Marianne Sullivan

Digitally signed by Marianne Sullivan
Date: 2022.09.08 13:07:50 -07'00'

CITY ATTORNEY

Agreement No.
22-PA-11030400-174

Exhibit A
STATEMENT OF WORK
Fireshed Heritage Support

I. BACKGROUND

Management of the public lands for forest and watershed health is key to protecting The City from flooding and sedimentation, increasing public safety, and providing high quality water for municipal uses. In the Organic Administration Act of 1897, a principal purpose for establishment of the Forest Reserves (predecessor to the National Forest System) was to "secure favorable conditions for water flows." In the fall of 2021 USDA Forest Service Chief Randy Moore pledged $54 million dollars for forest restoration work in northern Arizona. The Forest Service is initiating several projects with that support to accelerate several local high-priority projects over ten years. The projects will include mechanical treatments, hand thinning, prescribed fire, and more. Collectively, they are aimed at protecting communities and watersheds from catastrophic wildfires and the devasting after-effects such as uncontrollable flooding and associated damage.

The Coconino National Forest Flagstaff Ranger District is initiating a collaborative project to conduct landscape-scale heritage inventory projects with the City of Flagstaff. The project will include approximately three to five heritage projects over five years. This project is directly in line with the City of Flagstaff Wildland Fire Management Program mission, objectives, tactics, and intiatives (see Appendix A) and through it, the U.S. Forest Service and the City are moving forward with all necessary activities to proactively improve the health and resiliency of U.S. Forest Service lands and watersheds for the mutual benefit of watershed protection, decreased risk from additional flooding and sedimentation, improved public safety, and reduced negative social and economic outcomes from wildfires.

Working together will allow both the Coconino National Forest and the City of Flagstaff to contribute resources and support for the implementation and completion of heritage inventory. It will also allow each to reap the benefits from working together. While much heritage inventory exists on the Flagstaff Ranger District to allow for the planning of forest restoration work (approximately 29% of the District has heritage inventory), a lot of survey and site assessment work remains to be done in areas where active treatment is planned.

The city of Flagstaff, entirely surrounded by national forest lands, is extemely vulnerable to wildfire events and the devestating after-effects of wildfire such as uncontrollable flooding. These events cause property damage and destruction to city property, private property and disurput the lives and livelihods of city inhabitants. Until recently, the city has not had a large role in the planning and implementaiton of forest thinning and prescribed fire projects to restore forested lands. By working together, the city and the Coconino National Forest will each reap enormous benefits made possible through forest restoration. As we join forces, the city is well positioned to work with the agency on this project by each bringing capacity, administrative and technical oversight, and expertise to the project. The Coconino NF, through it's long history of conducting landscape level heritage inventories in support of forest restoration, has expertise to share in the technical reivew process and will also ensure survey work meets federal lands criteria and meets the requirements of the National Historic Preservation Act of 1966, as amended, including Tribal consultation. Through working together and relying on our diverse and complimentary expertise, this collaborative project is well positioned to be successful.

By working together, we will be better able to manage large landscape-level heritage inventory projects, collecting management data that is essential to proper restoration project planning. Through this work, work will take place more efficiently and rapidly in critical watersheds near the community of Flagstaff, Arizona. These watersheds (Figure 1, below) are critical due to their close proximity to a large urban center and impact on the city of Flagstaff water supply if compromised. Additional effects from compromised watersheds include uncontrolled flooding that threatens human life, municipal and private property, and local roadways. As we develop this agreement, flood waters from the 2022 Pipeline Fire have shut down 20% of the city's water supply that originates in the Inner Basin of the San Francisco Peaks. Flood waters also threaten the local landfill, potentially devestating for a nearby downhill subdivision, and are regularly closing Highway 89 and Highway 180, both popular and heavily traveled routes in and out of the city of Flagstaff to the north.

II. SCOPE OF WORK

The projects will include heritage inventory, site assesements, site updates, site marking, and additional tasks related to the management of heritage resources on the Flagstaff Ranger District. The project area includes the entire Flagstaff Ranger District. While we have identified three priority areas (Figures 1-4 in Appendix B), we may adjust project areas as needed over the five year agreement because of potential fire closures and to

keep pace with and stay in alignment with Forest Service land management actions. Adjustments will be detailed in the annual performance report. All project areas will be identified as either high or low site density with tasks clearly delineated ahead of time.

Priority areas include the most significant and vulnerable watersheds, or *firesheds*, in the Flagstaff Area, including the Flagstaff and Munds Park Firesheds, high priority prescribed fire treatment areas north and west of Flagstaff, as well as other areas vulnerable to wildfires. While planned projects include mainly prescribed fire, surveys can be conducted as part of planning for all restoration -activities. Table 1 lists and Figure 1 depitcs all the 6th Code Hydrologic Watersheds that will benefit from activities conducted under this agrement. The watersheds themselves, the forested lands, and cultural and natural resources will benefit from the heritage inventory work to be completed therein as the restored forested lands will support heathier and more robust forest conditions less vulnerable to the effects of devestating wildfire.

This agreement provides for cultural surveys, site revisits, reporting, data entry and management of Natural Resource Manager (NRM) cultural resource database of record, and other cultural resources work as needed. Cultural survey project efforts will be documented for submission to the Coconino National Forest and the Arizona State Historic Preservation Office for concurrence, as needed. Project work will include heritage inventory and management in support of erosion control, ecosystem restoration, and hazardous fuels reduction work.

The City of Flagstaff Forest Health will advertise for heritage projects and the Heritage Preservation Officer will coordinate those contracts to include cultural surveys, site revisits, reporting, data entry and management of the NRM cultural resource database of record, as well as additional heritage work such as monitoring. The Coconino National Forest will work alongside the City to facilitate project work by contractors, and serve to provide quality control review assistance to the City of contractor work. The Coconino National Forest will provide technical assistance to the City and both entities will work collaboratively to accept contractor work.

All project work undertaken in this agreement will occur on National Forest System (NFS) lands. With regard to the City's contributed labor, the City is responsible for the daily administration and supervision of its employees, contractors, and/or volunteers. This will be approximately eight hours per month for the Cultural Preservation Officer and five hours per month for the Forest Health Supervisor. The City will provide a vehicle to travel from the City's office in Flagstaff to worksites for approximately two days each month. Distances to the project areas range from 5-40 miles along gravel roads and unimproved dirt roads from the City of Flagstaff, Arizona. The U.S. Forest Service is responsible for providing technical and coordination assistance to the City in their oversight of contracts that will fulfill agreement tasks outlined in this agreement. The Forest Service will contribute approximately 40 days by the District Archaeologist, 100 days by the Project Archaeologist, 100 days by the Archaeology Technican and 10 days by the Tribal Relations Specialist to support this project.

Table 1. 6th Code Hydrologic Watersheds in the Fireshed SPA that will benefit from restoration activities made possible through agreement planning project.

6th Code Hydrologic Watersheds
Anderson Canyon
Babbitt Lake
Bar M Canyon
Bear Jaw Canyon
Cherry Canyon-Walnut Creek
Cinder Basin
Dent and Sayer Tank
Doney Park
Double Cabin Park-Jacks Canyon
Fry Canyon
Government Prairie
Grapevine Canyon
Jacks Canyon
Kinnikinick Canyon
Klostermeyer Lake
Little LO Spring Canyon
Lower Rio de Flag
Lower Woods Canyon
Middle Deadman Wash
Middle Oak Creek
Mormon Lake
Munds Canyon
Pumphouse Wash
Sinclair Wash
Telephone Tank
Upper Cedar Wash
Upper Deadman Wash
Upper Kana-a Wash
Upper Oak Creek
Upper Padre Canyon
Upper Rio de Flag
Upper San Francisco Wash
Upper Spring Valley Wash
Upper Woods Canyon
Volunteer Canyon
Volunteer Wash
Walnut Creek-Lower Lake Mary
Walnut Creek-Upper Lake Mary
West Fork Oak Creek

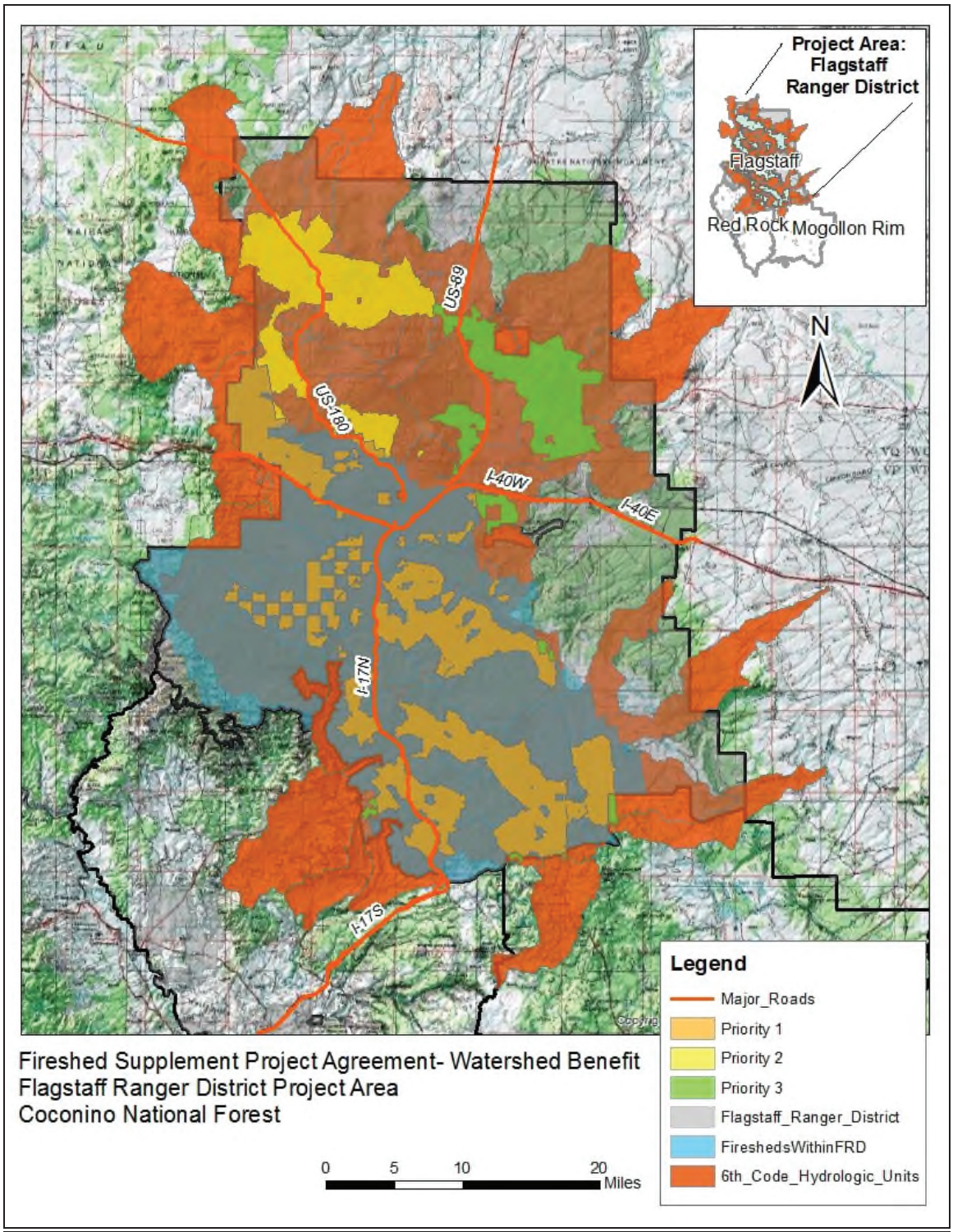


Figure 1. Critical 6th Code hydrologic watersheds that will benefit from the project.

III. DEFINITIONS (where applicable)

In additional to the following *archaeological survey* definitions, the Coconino National Forest has a General Requirements Document (Appendix D).

Site Definition: For the purposes of this agreement, a site is defined as a location of purposeful prehistoric or historic human activity. An activity is considered to have been purposeful if it resulted in a deposit of cultural material beyond the level of one or a few accidentally lost artifacts. Loci of human activity not classifiable as sites by this definition should be considered and recorded as isolated occurrences.

A cultural resource qualifying as a site under this definition should exhibit at least one of the following:

a. One or more features;
b. One formal tool if associated with other cultural material or more than one formal tool;
c. An occurrence of cultural material (such as pottery sherds, chipped stone, or historic items) that contains one of the following:

1. Three or more types of artifacts or raw material;
2. Two types of artifacts or material in a density of at least ten items per 100 square meters;
3. A single type of artifact or material in a density of at least 25 items per 100 square meters.

These criteria may be modified, where appropriate, based on a professional cultural resource specialist's judgment, and with prior approval of the Heritage Preservation Officer (HPO) (See Appendix D- General Requirements for Archaeological Survey on the Coconino National Forest). Any deviation from the standard definition should be discussed in the resulting cultural resource report. As a general rule, site designations are reserved in the case of historic remains for those at least 50 years old.

All sites will be recorded in their entirety, even if the boundaries go outside of the identified survey boundary – the exception to this is if the site goes onto private land. In the event that long linear sites or other atypically large sites extend outside the survey boundary, the extent of recording will be discussed with the HPO.

100% Archaeological Pedestrian Survey: For the purposes of this survey, a 100% archaeological pedestrian survey is defined as the systematic intensive inspection of the project area using parallel transects spaced no more than 15 meters apart for areas shown in task orders. Areas to be surveyed may include linear areas (for example, roads or trails), corridors, contiguous blocks, a conglomeration of small blocks within a defined project area (for example cutting units within a timber sale), or any combination of these. Any proposed deviations from this transect interval must be identified and justified in the offeror's technical proposal.

Sample Archaeological Pedestrian Survey: For the purposes of this survey, a sample archaeological pedestrian survey is defined as the systematic intensive inspection of the

project area using parallel transects spaced no more than 15 meters apart within sample units that comprise a subset of the project area. The sample survey will be designed by the Forest Service and described in the task order. Areas to be sampled may include linear areas, corridors, contiguous blocks or any combination of these. Any proposed deviations from this transect interval or sample design must be identified and justified in the offeror's technical proposal.

Low Site Density Areas: An area is considered to be a low site density area if the estimated average number of cultural resources per acre is less than the average site density for the forest. For example, a high elevation area in the mixed conifer zone will generally have a low site density.

High Site Density Areas: An area is considered to have a high site density if the estimated average number of cultural resources per acre is more than the average site density of the forest. For example, the pinon juniper zone or historic mining districts will generally have a high site density.

IV. GOVERNMENT FURNISHED MATERIALS (where applicable)

(There is no dollar value associated with these materials as they are part of the permitting process.)

1. 1:24,000 scale maps showing project boundaries, GIS files of project boundaries in Forest Service GIS format, and any other imagery, either electronic or hard copy, as specified in the task order.
2. Form R3-FS-2300-4, Inventory Standards and Accounting Form, in printed and/or digital format.
3. Isolated Occurrence recording form if applicable, in printed and/or digital format.
4. National Forest, Cultural Resources Photo Log if applicable, in printed and/or digital format.
5. USDA Forest Service National Site Form (with any requested addendum) or custom state site form modified for Forest Service use, in paper and/or digital format.
6. Geodatabase template for submitting digital locational information to conform to Forest standards.
7. Project number, site numbers (may request additional if needed during project), and site tags.

VI. TIMEFRAME

This project will include three to five heritage projects over five years to be developed collaboratively based on the Forest Service priority areas (Appendix B). The end date for the project is May 2, 2027.

VII. DELIVERABLES

There will be a project report for each project. On-the-ground work such as marking and other possible tasks will be described during each specific project development. See Appendix C for more details on deliverables.

IX. QUALITY ASSURANCE

The City of Flagstaff and Coconino National Forest will monitor quality alongside project contractors according to the professional standards of each organization. Select contractors must be able to be permitted to conduct archaeology survey work on the Coconino National Forest. Quality assurance is described for the Coconino National Forest in Appendix C.

X. POINTS OF CONTACT

Contacts at the City of Flagstaff include Neil Chapman, Forest Health Supervisor & Flagstaff Watershed Protection Project Manager, Flagstaff Fire Department; and Mark Reavis, Heritage Preservation Officer/Neighborhood Planner. Contacts at the Coconino National Forest include Flagstaff District Archaeologist Jeanne Stevens and Project Archaeologist Pete Wisniewski.

XI. SOW APPENDICES

Appendix A: City of Flagstaff Wildland Fire Management Program Statement
Appendix B: Project Maps
Appendix C: Statement of Work for bids
Appendix D: General Requirements For Conducting Archaeological Survey On The Coconino National Forest

APPENDIX A
City of Flagstaff Wildland Fire Management Program Statement

WILDLAND FIRE MANAGEMENT

Our Mission: To protect Flagstaff and its priority watersheds from the effects of catastrophic wildfire. **Our Vision:** We envision a community where Flagstaff thrives due to the Wildland Fire Management Division's unique skills, knowledge, and abilities within Wildland Fire Operations, Forest Management, Firewise development and Wildland Urban Interface code enforcement.

Our Objective

Transform the Greater Flagstaff Area into a landscape that is resilient and adapted to wildfire while facilitating strategic forest & fire management collaborations based on shared governance and responsibility

Our Tactics

- Restore altered **E**cosystems with partners
- **E**ducate citizens on the role of fire and how to minimize smoke impacts
- **E**ngineer a fire adapted built environment and response system
- Develop and **E**nforce firewise codes and ordinances
- **E**ngage partners to leverage Flagstaff's investment impact in forest health initiatives
- Continuously **E**volve and improve based on lessons learned
- Work in a way that **E**nables and inspires other communities to increase their ability co-exist with fire

Our Commitment

As part of the Flagstaff Fire Department and Summit Fire & Medical District, we are committed to Protecting Values at Risk by identifying and resolving risks/threats through proactive and responsive customer service. Equally as important, we develop, maintain, and work with various partnerships to leverage our impact

Strategic Pillars

- **Prevention:** Ensure effective planning, training & coordination to reduce wildfire risk
- **Preparedness:** Align codes and firewise projects to protect lives and property
- **Hazard Mitigation:** Implement fuel management projects designed to create and maintain a resilient and fire adapted community
- **Response:** Maintain emergency preparedness and capacity to address catastrophic wildfire impacts in a way that will save lives, protect property, and meet basic human needs
- **Recovery:** Act after incidents occur to identify lessons learned, evaluate operations, and develop initiatives to minimize the impacts of future incidents. (Wildland fire After Action Reviews, Cost recovery/reimbursements)

Outcomes

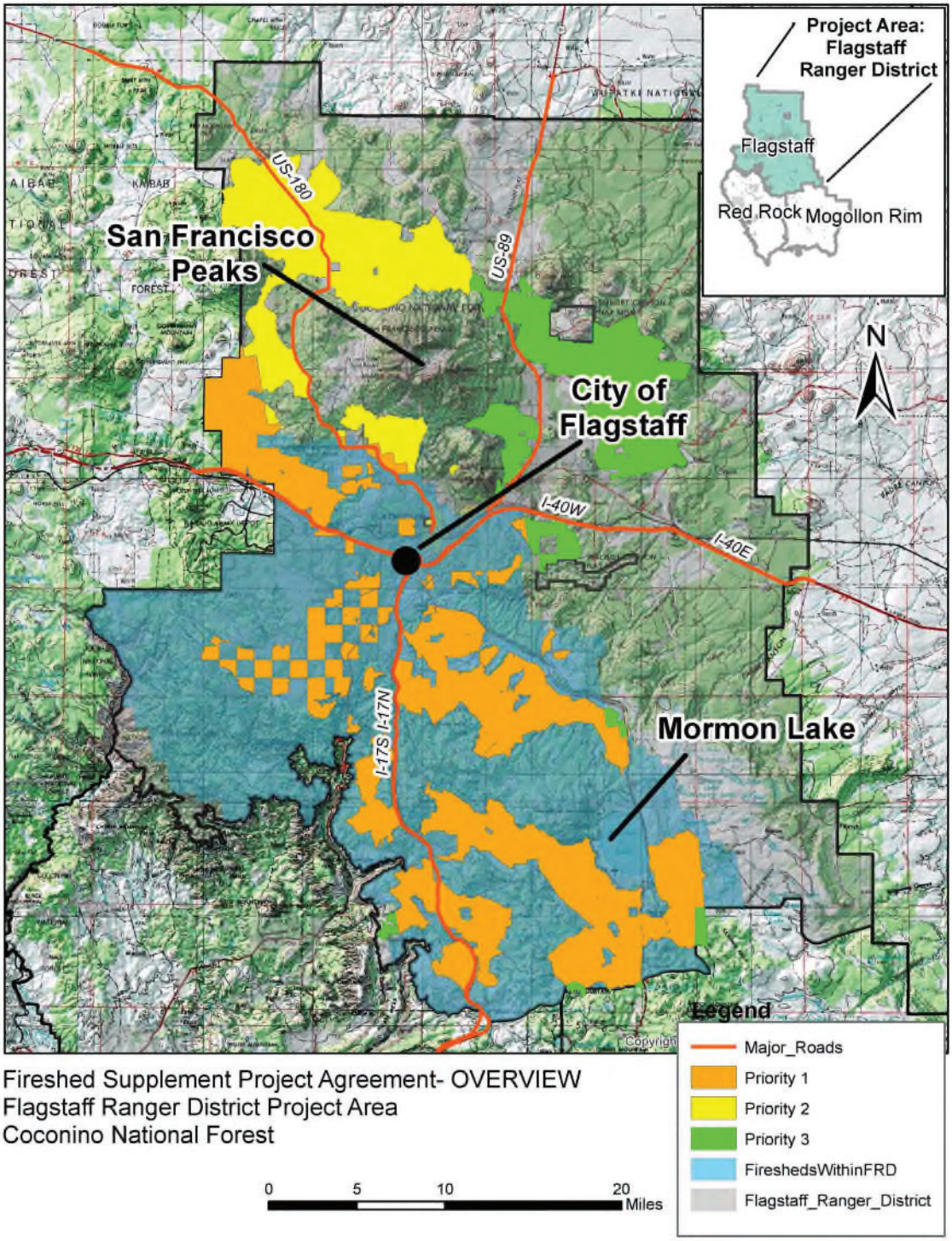
- The Greater Flagstaff Area forests are fire adapted and resilient
- Flagstaff Fire Department and Summit Fire & Medical District can respond to all wildfires in safe and effective ways
- Communities within the Greater Flagstaff Area are firewise
- Efforts increase the capacity of a prescribed fire, fuels reduction and community mitigation workforce

Initiatives

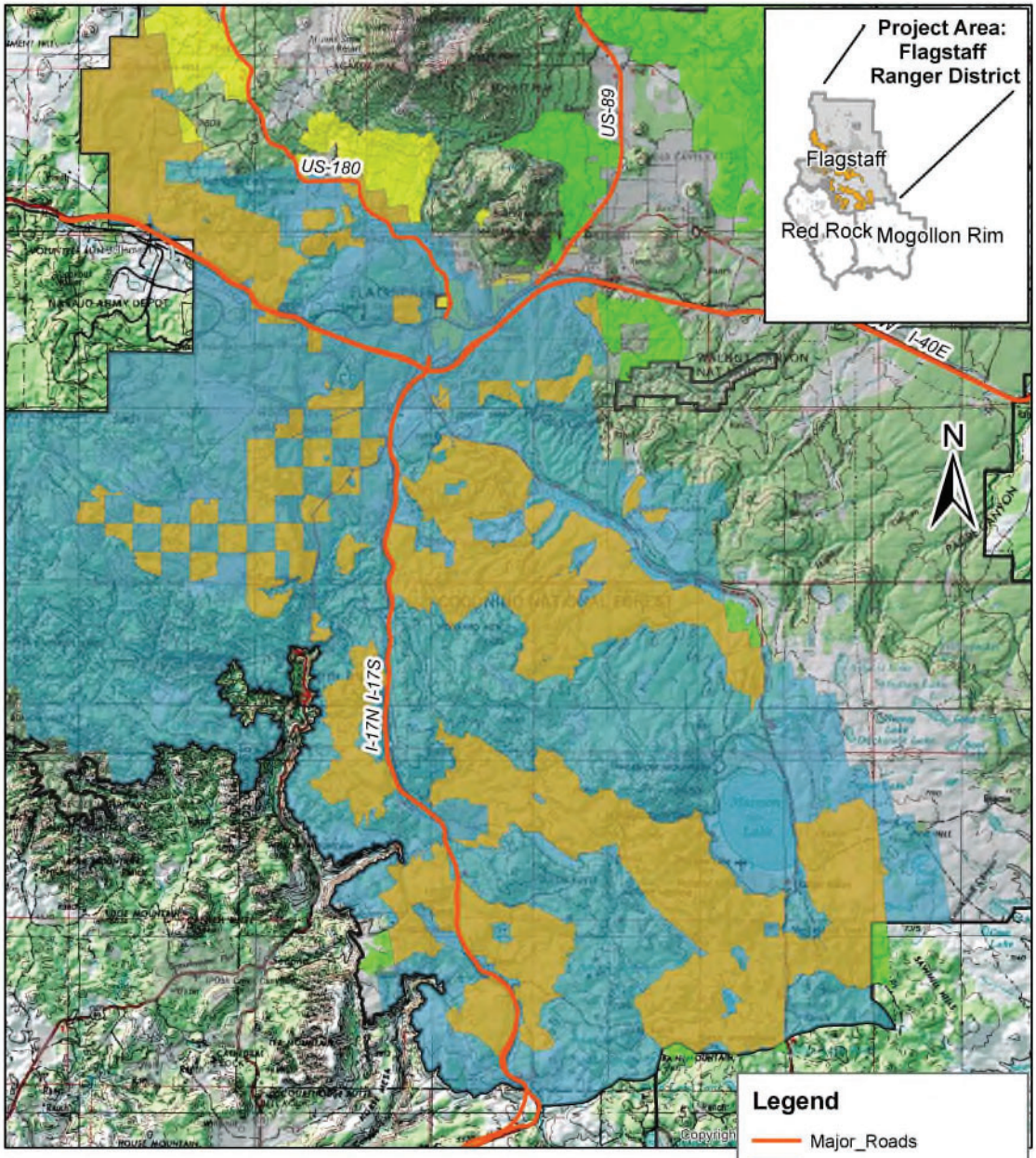
- Flagstaff Carbon Neutrality Plan
- Flagstaff Watershed Protection Project
- Four Forest Restoration Initiative
- Fire Adapted Communities Learning Network
- Prescribed Fire Training Exchange Network
- Greater Flagstaff Forest Partnership
- Ponderosa Fire Advisory Council
- Flagstaff Wildland Urban Interface Code
- National Emergency Response Support (Call-Out Program)
- Wildland Fire Crew Operations (Fuels and Fire)

APPENDIX B

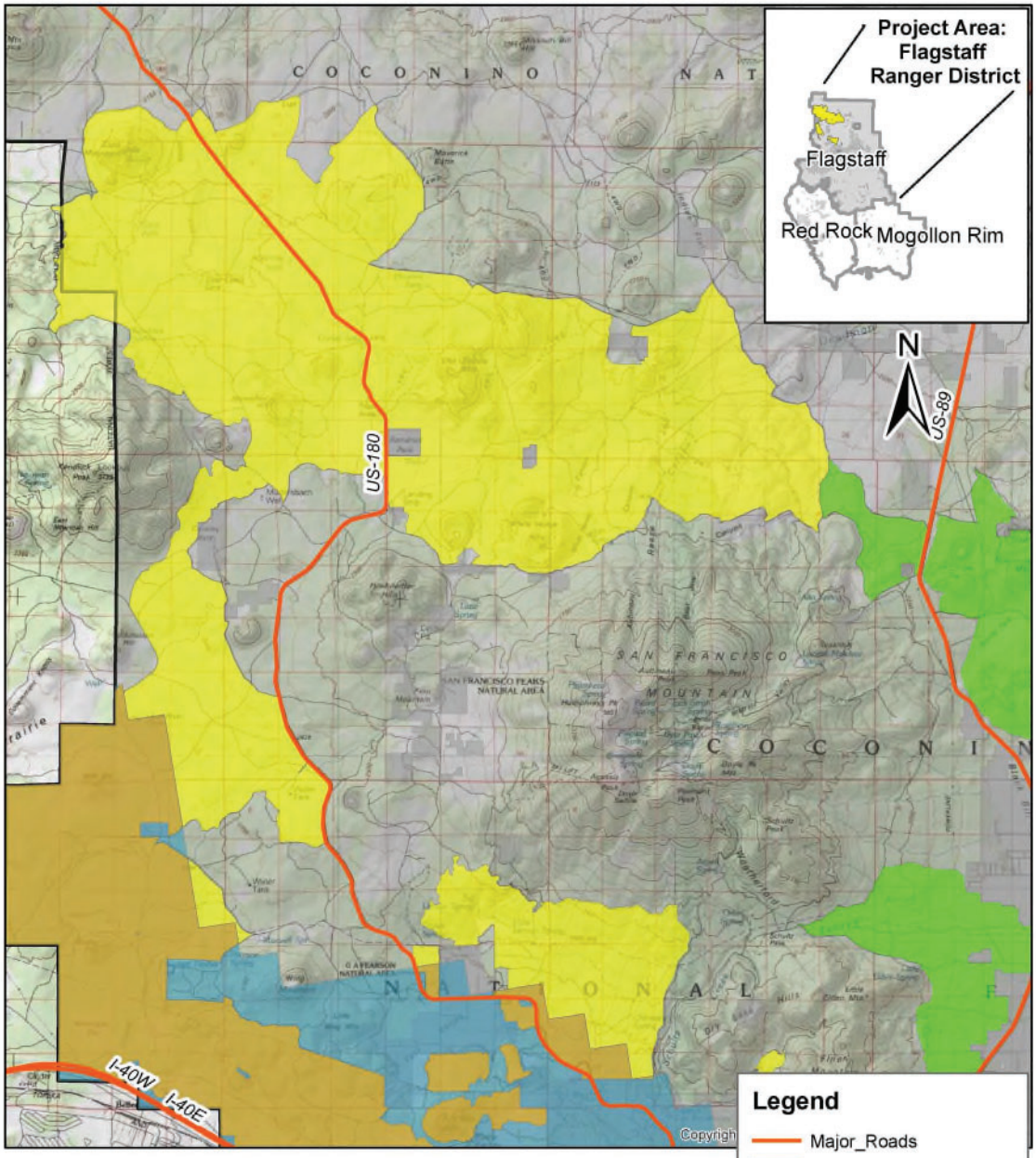
Project maps



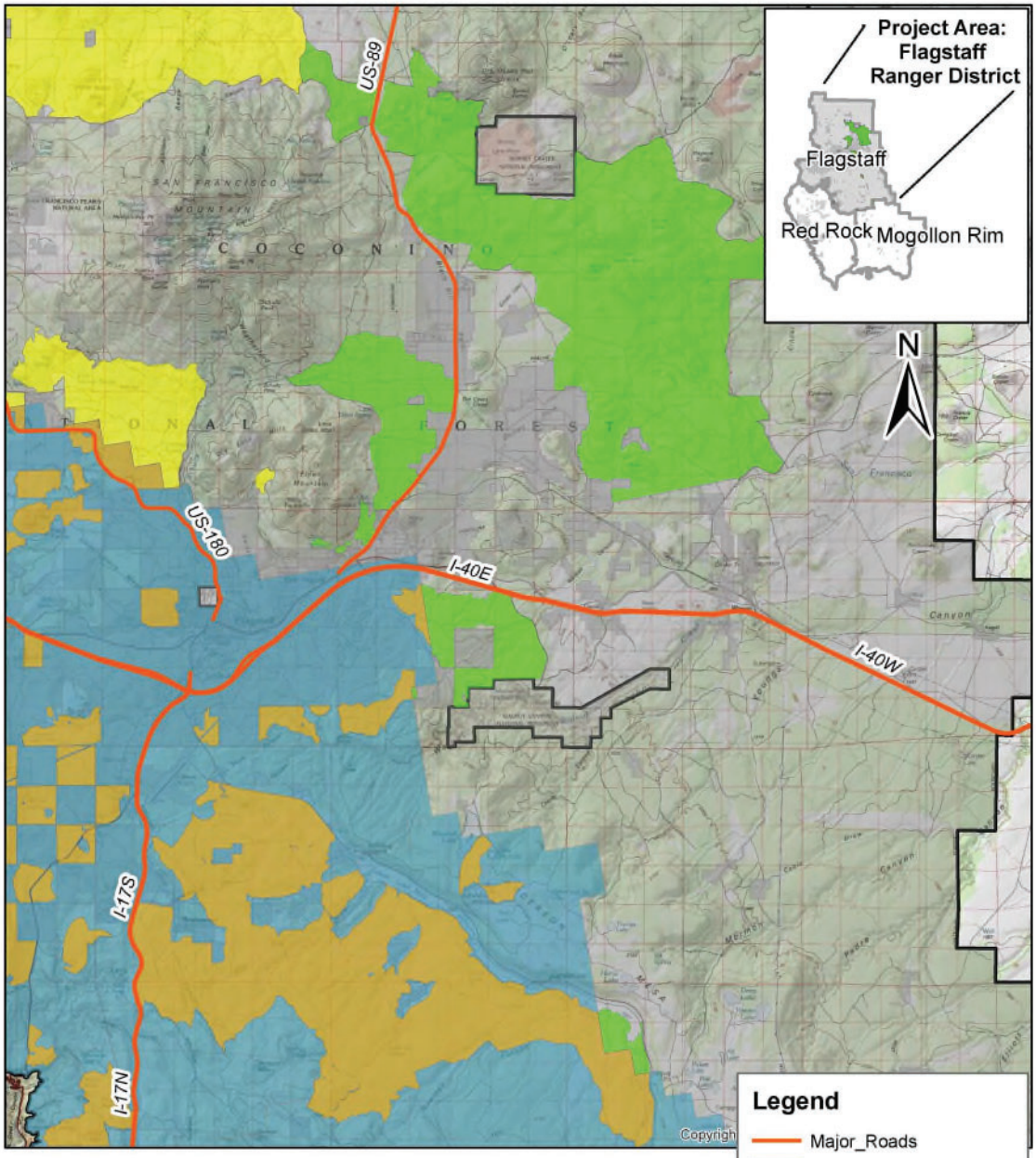
Fireshed Supplement Project Agreement- OVERVIEW
Flagstaff Ranger District Project Area
Coconino National Forest



Fireshed Supplement Project Agreement- PRIORITY 1
Flagstaff Ranger District Project Area
Coconino National Forest



Fireshed Supplement Project Agreement- PRIORITY 2
Flagstaff Ranger District Project Area
Coconino National Forest



Fireshed Supplement Project Agreement- PRIORITY 3
Flagstaff Ranger District Project Area
Coconino National Forest

APPENDIX C

The following Statement of Work will be used to develop the City of Flagstaff's request for bids:

Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, materials, supplies and services and otherwise do all things necessary for heritage resources field inventory and other associated activities located on the National Forest lands within Region 3 of the U.S.D.A. Forest Service in Arizona, hereinafter referred to as 'the Forest Service'. The scope of this project will include intensive and sample archaeological pedestrian survey as described below and in task orders to be issued under this contract.

For numerous widely scattered spot surveys of small areas, (for example scattered units less than 1 to 2 acres in size, or site inspections/re-recording for numerous previously recorded archaeological sites scattered across a forest unit), details of specific projects will be provided to the contract awardees for pricing these tasks. Pricing for these scattered units will be project specific, and will be separate from Line Item 01 in the Schedule of Items.

For site testing (e.g., shovel testing), details of specific projects will be provided to the contract awardees for pricing these tasks. Pricing for these activities will be project specific.

Tasks

Unless otherwise specified in the individual task projects, the contractor will be required to meet the following schedule for each task order issued:

A. Fieldwork – Progress reports shall be delivered to the Contracting Officer's Representative (COR) at the time schedule identified in the task order. Within five (5) business days of the completion of fieldwork, the contractor shall deliver to the (COR) copies of all draft site forms, IO forms, sketch maps, topographic maps showing site locations and geospatial data.

B. Draft Report – One paper copy of the draft report and one electronic copy of the draft report with all forms, photographs, electronic data/files, digital images, and maps will be completed and delivered to the COR, postmarked no later than 20 business days after the completion of the fieldwork.

C. Contracting Officer's Representative Review – Will be completed with comments and suggested changes (if necessary) delivered to the contractor, postmarked no later than 15 business days after the receipt of the draft report.

D. Final Report – Three paper copies of the final report and one electronic copy of the final report with all forms, photographs, electronic data/files, digital images, maps, along with final geospatial data must be completed and delivered to the COR, postmarked no later than 10 business days after the receipt of the COR Draft Report Review.

PERFORMANCE WORK STATEMENT TASKS AND CRITICAL SUBTASKS

Intensive Survey
The contractor shall be required to survey all project area acres or the sample units as specified in the task order, according to USDA-Forest Service Region 3 Cultural Resources Handbook.

Records Search - The contractor shall review appropriate literature and documents sufficient to become familiar with the history of archaeological work and site documentation for project areas specified in task orders.
In addition the contractor will review the survey reports and records available at the National Forest Supervisor's Office for the Forest issuing the task order, which deal with previous USDA-Forest Service and other archaeological fieldwork in the vicinity of the project area sufficient to describe the results of a literature search for a project area specified in a task order.

Locate, identify, and describe/document all cultural resource sites and isolated occurrences which can reasonably be detected from a pedestrian survey. Potential Traditional Cultural Properties (TCPs) shall be referred to COR for further evaluation. Areas will frequently be larger inventory areas; however, smaller spot surveys may be identified. Details of specific projects will be provided to the contract awardees for pricing these tasks.

Locate, identify, and describe/document all previously recorded cultural resources sites which can reasonably be detected from a pedestrian survey. Any site which has been previously determined to be not eligible will not be updated, unless, upon inspection, a change in the status of the National Register eligibility of the site is determined to be warranted.

Performance Standards – Intensive Survey: The contractor shall conduct a complete pedestrian archaeological survey of 100% of the project area or the sample units designated in a project area as described in the task order in the manner specified in the USDA-Forest Service Region 3 Cultural Resources Handbook and/or other specifications described in the contract and associated task order.

Acceptable quality level: 100% compliance with the USDA-Forest Service Region 3 Cultural Resources Handbook and/or other specifications described in the contract and associated task order.

Means of measurement: A field inspection of up to 10% of the survey area by the Government and the review of the contractor's Quality Control records. If the inspections show that sites were missed by the contractor, field inspection of up to an additional 10% of the survey area may be conducted at the Government's discretion.

For large projects, the contractor shall submit progress reports at the time schedule identified in the task order.

Site Recording

***Site recording will take place using the Forest Service NRM Heritage-Mobile Application for direct upload into Forest Service Corporate Databases. Site recording information below addresses technical information to be recorded in the NRM Mobile Application. The Forest Service will assist the Heritage Preservation Officer is facilitating Contractors' training in and use of NRM Mobile Application.**

At a minimum the contractor shall record all cultural resource sites located in the project area to the level of site recording identified in the associated task order and with the USDA-Forest Service Region 3 Cultural Resources Handbook. Locational information will be collected in UTMs, NAD 1983 datum using a suitable hand-held GPS device with a minimum accuracy of 1 meter. Photographs will be taken of each site and feature. Individual task orders may require additional electronic documentation of sites using the current Forest Service mobile data collection application or shovel testing.
Individual task orders may require data entry of cultural resource site information into the current Forest Service cultural resources database.

Evaluate each cultural resource site and make a recommendation regarding its eligibility to the National Register of Historic Places using all criteria listed in 36 CFR 60.6, USDI-National Register Bulletin 15, and provide all appropriate site, feature, and artifact documentation as required in the specifications as justification for a determination of eligibility, and as specified in an associated task order. An eligibility recommendation of "Undetermined" may be made, with justification, when eligibility if inconclusive based on surface observations and no additional testing has been authorized.

- All previously recorded sites located within the survey area will also be documented. All site records shall be updated as needed using the National Forest Service Site Form unless a different form is specified in the task order. In the case of those sites that have not received an eligibility determination, site updates shall include an evaluation of the site's eligibility to the National Register of Historic Places where possible. An eligibility recommendation of "Undetermined" may be made, with justification, when eligibility if inconclusive based on surface observations and no additional testing has been authorized. All appropriate documentation as required in the specification shall be provided as a justification for a determination of eligibility. Any site which has been previously determined to be not eligible will not be updated, unless, upon inspection, a change in the status of the National Register eligibility of the site is determined to be warranted.

- The following applies to all sites. The site boundary shall be marked with white flagging tape (or other method, depending on the type of project and appropriate Forest standards as specified in the associated task order and/or during pre-work meeting) in such a manner that a person who has not previously seen the site can easily identify it. Flagging on trees on the perimeter of the site should be inter-visible and not obscured by branches or foliage. Site boundaries marked on the ground should correspond to the boundaries as mapped. The site boundaries shall also be recorded using a GPS device with a minimum accuracy of 1 meter, in

UTMs, using the NAD 83 CONUS datum and the appropriate UTM zone, unless otherwise specified in the task order. A datum tree or other convenient, fairly permanent object, such as a fence post, will be established as near as possible to the center of the site or next to a prominent feature of the site. The location of the datum shall be recorded using a GPS device with a minimum accuracy of 1 meter, in UTMs, using the NAD 83 CONUS datum and the appropriate UTM zone, unless otherwise specified in the task order. An aluminum tag with the site number shall be attached to the datum at stump level with an aluminum nail unless otherwise specified in the individual work order. The site datum shall also be identified by placing two bands of white flagging tape around or on it. The USDA-Forest Service realizes that this marking system is not always possible at each site; any deviation from this system should be discussed with the Contracting Officer's Representative and documented in the report. Unless specified in a task order this will be the standard site marking treatment.

Native American Graves Protection and Repatriation Act Notification: The contractor shall provide strict compliance with all Native American Graves Protection and Repatriation Act (NAGPRA) regulations as they apply to the inadvertent discovery of Native American human remains or associated cultural items. Upon the inadvertent discovery, the contractor shall provide immediate telephone notification of the discovery to the Contracting Officer's Representative. The contractor shall provide written confirmation of the inadvertent discovery to the Forest Archaeologist within five days of the discovery.

Tribal Consultation: The Forest Service will conduct all government-to- government tribal consultation.

Performance Standards – Site Recording: The contractor has recorded all sites on specified forms in accordance with the USDA-Forest Service Region 3 Cultural Resources Handbook, and/or as specified in the contract and associated task order.

Acceptable quality level: 100% compliance with the USDA-Forest Service Region 3 Cultural Resources Handbook, and/or as specified in the contract and associated task order.

Means of measurement: A field inspection of a maximum of 10% of the newly recorded sites and/or previously recorded sites or a minimum of 2 sites and the review and verification of the contractor's Quality Control records. If the inspections show that sites were not recorded in accordance with Sections 5.2.6 and 5.2.7 of this contract, field inspection of up to an additional 10% of the newly recorded sites and/or previously recorded sites may be conducted at the Government's discretion.

Recording Non-Site Cultural Remains
When an isolated occurrence (I.O.) is encountered, it shall be accurately recorded using a suitable hand-held GPS device with a minimum accuracy of 1 meter, in UTMs using the NAD 83 CONUS datum and the appropriate UTM zone, unless otherwise specified in the

task order. Each I.O. shall be plotted on the appropriate 7.5 minute USGS map in the same manner as described for site locations. I.O.'s shall be briefly documented, including the area of artifact dispersement (when applicable), artifact type, and frequency. I.O.'s should be photographed (at least one minimum of area and associated diagnostics photographed with scale);
diagnostic artifacts can also be sketched. Date ranges for diagnostic artifacts shall be included in their descriptions. Detailed plan view maps are not required for I.O. locations.

Performance Standards – Recording Non-Site Cultural Remains: All isolated occurrences that were encountered during the survey have been documented on isolated occurrence recording forms if required in the task order; diagnostic artifacts, lithic and ceramic, have been drawn or photographed and the Isolated Occurrence location has been plotted on the appropriate topographic map.

Acceptable quality level: 100% documentation of encountered isolated occurrences.

Means of measurement: A field inspection by the Government, the verification of the contractor's Quality Control records, and the data documented in the contractor's report.

Report
After fieldwork is complete, the contractor will provide a report, which describes the survey and results. Unless specified in the task order, the report will be used for National Historic Preservation Act, Section 106 consultation between the USDA-Forest Service and the appropriate State Historic Preservation Office and as such, shall provide sufficient information with which to conduct these procedures. Reports prepared for purposes other than Section 106 consultation shall be prepared to the same standards, unless specified in the task order. The report shall contain a description of the proposed project for which the archaeological survey is being conducted as provided by the Government.

Unless otherwise stated in the task order, the report must be accompanied by a completed R-3- FS-2300-4 form (Inventory Standards and Accounting form), the appropriate site inventory forms, all associated site documentation materials (including, but not limited to, plan and location maps, photographs, artifact and feature drawings, artifact documentation forms, copies of associated relevant historic documents, and other materials), I.O forms, and all other appropriate recording forms, as well as the necessary number of 7.5 minute USGS topographic maps required to show clearly the locations of all cultural resources found, the site boundaries, the survey boundaries, and the project location. All site locations will be marked on the topographic maps in accordance with standards set forth in the USDA-Forest Service Region 3 Cultural Resources Handbook. All topographic maps included in the report shall contain a heading in accordance with the standards set forth in the USDA-Forest Service Region 3 Cultural Resources Handbook. All written GPS coordinate descriptions shall use the NAD 83 CONUS datum and the appropriate UTM zone, unless otherwise specified in the task order. All site forms,

photo logs, and unused government-furnished property will be returned to the Contracting Officer's Representative with the report.

The contractor is required to utilize GIS for project vicinity, project location, site location, and I.O. location map production. Use of a GIS system provides for more accurate maps and site plots. All GPS data collected shall be provided to the Forest Service electronically in a geodatabase. The contractor shall provide copies of maps in electronic format as well as hard copy. This data will be used to populate the Forest's electronic site atlas. The US Forest Service currently utilizes ArcGIS mapping software.

Report Production: One paper copy of the draft report, one electronic copy of the draft report in Microsoft Word format, three paper copies of the final report, and one electronic copy of the final report in Microsoft Word format will be delivered to the Contracting Officer's Representative. The reports shall include all required site inventory forms, all associated site documentation materials (including, but not limited to, plan and location maps, photographs, artifact and feature drawings, artifact documentation forms, copies of associated relevant historic documents, and other materials) I.O forms, and all other appropriate recording forms, as well as the necessary number of 7.5 minute USGS topographic maps required to show clearly the locations of all cultural resources found, the site boundaries, the survey boundaries, and the project location. Electronic copies shall be provided on a CD/DVD, USB-type portable hard drive (flash drive), or other readily readable digital media in Microsoft Word format. The draft and final reports shall contain all appropriate maps, forms and photographs as described in section 5.4. The pages must be unbound and standard size (8 1/2" x 11"). Photographs may be digital photographs, of sufficient quality as to be clear on reproduction, minimally 300dpi. The cover and title page shall carry the statement that the work was "Prepared for the USDA-Forest Service, (Name) National Forest, Arizona". The title of the report shall conform to the title of the project as determined by the Forest Service. All hand prepared pages such as maps and drawings must be of professional quality and legible. All maps and line drawings must be legible and suitable for reproduction in black and white. Offset printing or high quality photocopying will be acceptable for the text. Color copies are required for duplicate copies of report sections and site recording materials where originals are in color. The report must be clean and suitable for reproduction. The various recording forms and the topographic maps showing project and cultural resource locations should be originals. All written GPS coordinate descriptions shall use the UTM system.

Geospatial Data Submittal: All GIS/GPS data shall be submitted in a geodatabase format on a CD/DVD, USB-type portable hard drive (flash drive), or other readily readable digital media to the Contracting Officer's Representative at the time of the completion of the fieldwork. The geodatabase shall include feature classes that conform to Forest standards provided by the COR prior to survey implementation. All locational data, survey polygons and site polygons shall use the NAD 83 CONUS datum and the appropriate UTM zone, unless otherwise specified in the task order. NAD 83 CONUS datum and the appropriate UTM zone, unless otherwise specified in the task order. The report will be returned to the contractor if there are editorial or typographic errors, reproduction or production flaws, format/content discrepancies or any other problems,

which cause it to be of less than professional quality. Any additional costs to bring the report to acceptable quality will be at the contractor's own expense.
Performance Standards – Report: The contractor provides a report that meets the specifications described in this contract and is in accordance with the standards set forth in the USDA-Forest Service Region 3 Cultural Resources Handbook and/or as specified in the contract and associated task order.
Acceptable quality level: Clear, concise, proper grammar and format, and contains all required Government data.
Means of measurement: 100% review and verification of the contractor's records, data, and report.

Collections
Except as otherwise noted, thorough documentation of cultural materials shall be made in the field. Any collections must be approved in advance by the Contracting Officer's Representative, and may be made only in the following instances:

A. The collection is absolutely necessary to adequately assess the resource,

B. Especially rare or sensitive temporal indicator artifacts are encountered.

When collection is necessary, the artifact will be point provenienced to a permanent datum established by the contractor and the location of the artifact recorded using GIS the NAD 83 CONUS datum and the appropriate UTM zone (unless otherwise specified in the task order), and shown on the site map. Collected artifacts will be photographed in situ prior to removal, and a durable marker left at the collection location. All collected materials shall be analyzed and discussed in the final report. Arrangements for the curation of the collected artifacts will be the responsibility of the contractor and, as such, the contractor will be required to have a curation agreement with an appropriate Arizona repository for these purposes. All collections remain the property of the United States Government.

Disposition of Collections and other Investigation Documentation
All material and data produced by the contractor in performance under this contract, or in work in support thereof, are, and shall be, the sole property of the United States Government; unlimited rights in ownership, usage, and equity for such materials and data, and shall be, transferred without reservation to the United States Government. Materials include, but are not limited to, the following items: manuscripts, outlines, abstracts, field notes, artwork (including maps, sketches, charts, tables and related overlays), photography (including negatives, digital imagery, transparencies, prints, and microfiches), geospatial data, collected artifacts, and data sheets. The final report will be distributed to interested parties by the government.

The contractor may use the archaeological data resulting from this survey for future research purposes. However, the contractor agrees to comply with all applicable site confidentiality requirements concerning the nature and location of cultural resources, Traditional Cultural Properties or sacred sites located during the survey. The contractor shall provide three copies of any manuscripts, reports, and publications pertaining to the

survey to the Forest Archaeologist on the forest where the work was performed and to acknowledge that the Forest Service funded the Fire Plan.

At the time a task order is placed, the appropriate Fire Plan will be provided if needed

Government-Furnished Property:
Upon award of individual task orders, the Government shall furnish to the contractor the following listed property and supplies, referred to as "Government-Furnished Property". The National Forest associated with each task order will supply this property.

1. 1:24,000 scale maps showing project boundaries, GIS files of project boundaries in Forest Service GIS format, and any other imagery, either electronic or hard copy, as specified in the task order.
2. Form R3-FS-2300-4, Inventory Standards and Accounting Form, in printed and/or digital format.
3. Isolated Occurrence recording form if applicable, in printed and/or digital format.
4. National Forest, Cultural Resources Photo Log if applicable, in printed and/or digital format.
5. USDA Forest Service National Site Form (with any requested addendum) or custom state site form modified for Forest Service use, in paper and/or digital format.
6. Geodatabase template for submitting digital locational information to conform to Forest standards.
7. Project number, site numbers (may request additional if needed during project), and site tags.

Contractor Furnished Items:
The Contractor shall furnish all personnel, facilities, equipment, materials, supplies and services and otherwise do all things necessary for heritage resources field inventory and other associated activities located on the National Forest lands within Region 3 of the U.S.D.A. Forest Service in Arizona, hereinafter referred to as 'the Forest Service'. Equipment will include, but not be limited to, GPS units, cameras, etc.

Quality Control:
The contractor shall prepare a Quality Control Plan pursuant to the requirements of the Statement of Work (SOW) as specified in an associated task order. This plan sets forth the procedures and guidelines that the contractor will use to assure that the work performed under the contract is complete, accurate, and meets the requirements of the standards set forth for this contract, including, but not limited to, fieldwork, laboratory analyses, documentation, and reporting. The Quality Control Plan shall include the submittal of bi-weekly progress reports identifying areas surveyed and cultural resources identified to date.

APPENDIX D
GENERAL REQUIREMENTS FOR CONDUCTING ARCHAEOLOGICAL SURVEY ON THE COCONINO NATIONAL FOREST

(March 12, 2010)

Principal Investigator, project supervisors and crew leaders must have the following minimum qualifications:

1. A graduate degree in anthropology, specializing in archaeology, or equivalent archaeological experience.

2. At least 16 months of professional experience and/or specialized training in archaeological field work, artifact analysis, and administration.

3. At least three months experience in archaeological survey or excavation on the Coconino National Forest.

4. Demonstrated competence in collecting, handling, analyzing, evaluating, and reporting archaeological data.

5. A demonstrated ability to plan, equip, staff, organize, and supervise a cultural resources survey.

6. The demonstrated ability to accurately locate archaeological sites on U.S.G.S. 1:24,000 maps, aerial photographs, in addition to demonstrated ability in the use of GPS units.

7. Demonstrated competence in identifying the prehistoric ceramics found within the Coconino National Forest, using the type names defined in the Museum of Northern Arizona Ceramic Series publications and as additionally described in the references listed below.

Each crew member must have the following minimum qualifications:

1. At least 12 semester hours of credit in archaeology, anthropology, and/or history courses. Courses must include information on the conduct and theory of archaeological survey and excavation.

2. At least three months field experience in archaeological survey.

3. Crew members not meeting these requirements must work under the direct field supervision of a crew leader or project supervisor.

COORDINATION WITH ARCHAEOLOGICAL PERMIT REQUIREMENTS

All individuals proposed to work as principal investigators, project directors, or in other supervisory capacities must be approved by the Forest Archaeologist before that person may direct archaeological work.

Individuals, institutions, groups, and agencies applying for an archaeological permit will submit the *Vitae* of all persons who may work under the permit to the Forest Archaeologist. If additional individuals are recruited to work under the permit after its issuance, *Vitae* of these additional individuals must also be submitted to the Forest Archaeologist. Information in the *Vitae* will be used to verify that individuals meet the requirements listed above.

FIELD EXAMINATION IN LIEU OF EDUCATION/EXPERIENCE REQUIREMENTS

Individuals who do not meet the requirements listed above may demonstrate their competency in those areas by successfully surveying, documenting, and reporting a 40-acre test plot as per the requirements of this document.

Upon request, the Forest Archaeologist will assign a 40 acre test plot and will determine the adequacy of the survey and reporting results. Upon successful completion of the test, individuals will be approved by the Forest Archaeologist to survey under the conditions of an archaeological permit.

GENERAL SURVEY STANDARDS

1. Before beginning work, the District Archaeologist and/or Forest archaeologist are to be consulted regarding the 1. Forest Geospatial databases for previous site and survey data; 2. Infra database for site record and eligibility information; 3. Hard copy or digital records to determine the extent of previous survey work and recorded sites are known or reported in the survey area.

2. **Minimum Survey Sizes:** To maximize meaningful survey results, economy of effort, and minimize reporting error, the minimum acceptable survey unit size is ***3 acres***, centered on the project location.

For roads and other linear projects that are 30 ft. or less in width, surveyors shall survey a minimum of 132 ft. (66ft on either side of the center line) along the center line of the project. For linear projects with widths greater than 33 ft., the right-of-way plus 66 ft. on both sides of the right-of-way shall be surveyed. Having standard survey widths makes survey record checks more efficient to do, maximizes field survey efficiency, and provides a buffer that can accommodate most ancillary project activities and minor realignments.

3. Each crew must be directly supervised in the field by a crew leader who meets the supervisory requirements listed above. Individual survey crews may be no larger than five people.

4. In order to ensure complete, intensive coverage of survey areas, surveyors should be spaced no more than 20 meters (66 ft) apart. Spacing should be reduced as needed by vegetation and ground cover to ensure complete, intensive coverage. Map, compass, aerial photographs, and GPS units shall be used as needed to ensure systematic, even coverage of survey areas.

5. For areas other than linear projects, survey beginning and end points shall be easily relocatable on the ground – such as washes, roads, meadow edges, timber sale boundaries, etc.

6. All work conducted under permit is subject to inspection and approval by the District and/or Forest Archaeologist. Geospatial extent of survey should be captured using GPS equipment.

ASSIGNMENT AND USE OF FOREST SERVICE SITE NUMBERS

Because of land exchange programs, Congressional and administratively determined land-management authorizations, and federal responsibilities for sites on non-federal lands when they are part of a federally authorized or assisted project (as per 36 CFR 800.16(y), all sites within the boundaries of the Coconino National Forest may be assigned a Forest site number.

Archaeological permittees will request Forest site number and site tags from District or Forest archaeologists.

Forest site number will be used as the ***primary*** site reference number in reports, forms, correspondence, records, and other documentation resulting from the project. The Forest site number must appear in reports each time a site is referenced.

DEFINITION OF "SITE" AND "ISOLATED OCCURRENCES"

Site

All cultural resources sites encountered are to be identified and recorded. For general purposes, a cultural resource site is defined as a locus of prehistoric or pre-1960**historic human activity at a level of intensity normally involving evidence of purposeful behavior beyond the level of one or a few (less than 25) accidentally deposited artifacts.

**Concern regarding unassociated trash dumps…
Bottom line….when do we call a trash dump a property/site inversely when it is an IO.
-Down in the Dumps other context documents
-Previous SHPO consultation (meetings and recent reports)
-FS/CNF Perspective….
-Time depth…..
-These are being documented (as IOs) in the CNF geospatial database.

Minimal site identification criteria include at least one of the following:

(a) One or more features,
(b) One formal tool if associated with other cultural material or more than one formal tool,
(c) an occurrence of three or more types of artifacts or materials,
(d) two types of artifacts or material in a density of at least ten items per square meter
(e) a single type of artifact or material in a density of at least 25 artifacts.

Add in document: - For any questions or clarification on site/IO definition please contact the District and/or Forest Archaeologist.

Isolated Occurrences

Occurrences of artifacts at less than the above shall be classified as "Isolated Occurrences". Three classes of Isolated Occurrences are recognized – Features, Scatters, and Isolated Artifacts:

A "Feature" is a construction that due to its recent nature or lack of association is not designated as a "site". Examples would be an abandoned road, old fence line, or a recent campfire ring. Isolated trash
dumps in excess of +25 artifacts may be called a feature…. Features may or may not be recommended for protection from project activities. Isolated prehistoric features, such as grinding slicks, pecked hand and toeholds, or bedrock mortars, will normally be recorded as a site.

Trash Dumps

> Isolated historic period trash dumps ***without a known source or context***, particularly post-1940, will generally be considered to be "Features" rather than "sites", regardless of artifact density and diversity. **(See Down in the Dumps)** When reporting historic period trash scatters and dumps, descriptions should include the size of the dump or trash concentration, estimate the numbers of different types of trash items present, a possible date for the trash, and suggest the activity(ies) the trash represents. Also, discuss implications for age, gender, and ethnicity suggested by the trash.

"Scatters" (less than 25 artifacts). However, a "pot bust" is considered to be a scatter, even if it contains more than 25 sherds.

"Isolated Artifacts" (an occurrence of ONE single item)

GENERAL SITE LOCATION AND RECORDING STANDARDS

1. All cultural resource features, sites, scatters, and isolated artifacts encountered are to be identified and recorded.

2. Each site discovered shall be plotted and identified with its Forest site number at the time it is recorded on USGS topographic maps. The use of a Global Positioning System (GPS) unit to delineate survey areas and site locations is required. Reports and site cards will identify the GPS unit model used to plot project and site areas. At a minimum, the location of the site tag (datum), preferably near the center of the site or by the most obvious feature, must be taken. In addition, site boundaries must be captured using GPS. Locations will be reported using Universal Transverse Mercator (UTM) coordinates, North American Datum (NAD) 1983.

Geospatial data shall be submitted in an NRM Heritage Mobile format, consistent with CNF standards. A blank geodatabase template may be provided for collection of data for input into the NRM Heritage Mobile application.

3. From 1975 until about 2000, before reliable, inexpensive Global Positioning units were available, aerial photographs and acetate overlays were routinely used to plot the locations of archaeological sites. These aerial photographs and acetates are often invaluable for re-locating sites recorded before 2000. They may be borrowed from the Forest to assist in locating survey and site areas as well as a backup method, other than GPS, for locating sites and survey areas.

4. Digital Photos Digital Standards: Minimum 1600 x 1200 at 5 megapixel
Digital photographs will be provided on a CD or another electronic transfer device as part of the project electronic documentation submitted with the final report. Alternative formats for electronic data submission should be agreed upon with the District or Forest archaeologists before field work begins.

Photographs should show site features, diagnostic pottery, projectile points, and other artifacts, as well as identifying site characteristics and important landmarks for relocating the site. The use of a mug board with the site identification number clearly visible in the photograph is desirable. File

Photographs will use the following digital naming format: District prefix followed by site number followed by a number, and descriptive information. For example 02-2491. 01.site overview.north.date.jpg OR include a photo log (provided by CNF) to detail photo information. Photo logs are required for 'detailed' projects such as data recovery. Photo logs are to be provided in the same data folder as the digital photos when provided to the CNF. Other photos, such as scenic, project, etc, titled as descriptive.

5. Each newly discovered site shall be entered into the USFS NRM electronic site recording system by the contractor/researcher or any other permitee through the NRM Heritage Mobile application, available for Windows or Android. Final site forms are exported from the NRM database. Information and downloads of the requisite formats can be obtained from the District and/or the Forest Archaeologist. In addition, hard copy site forms covering information listed on the Coconino National Forest site form must also be provided. In some special cases, with the permission of the Forest Archaeologist, another form may be used in an electronic MS WORD format (available from the Forest Archaeologist on request). Except for site plans and locational maps, hand written cards will not be accepted. Information contained on the site form is to be consistent with the "Instructions for Completing Site Inventory Forms" in the Coconino National Forest's Archaeological Procedural Manual (Attachment

Other instructional site forms may be acceptable for certain specific projects. The Forest Archaeologist should be consulted if it is desired to use other site forms. Both hard copies, as well as electronic copies, of site forms will be provided to the District or Forest Archaeologist upon completion of the project.

6. Isolated Occurrences: There are three types of Isolated Occurrences- Features, Artifact Scatters, and Isolated Artifacts. They shall be plotted through use of GPS and included on report maps. Each Feature, Scatter or Isolated artifact is to be described using the format provided in the geodatabase template that will be provided. This table should be included in the final report.– e.g. Scatter 1, 2, 3, etc.: Isolated Artifact 1, 2, 3, etc. that includes a description of the feature or artifacts and the UTM coordinates for their location. When possible, isolated occurrence descriptions will include associated dates, cultural affiliation, material type, ceramic type, and other information relating to the context of the isolated occurrence to be described in the Comments field.

ARTIFACT COLLECTION AND ANALYSIS

Collections may not be made under the authority of Non-disturbing Permits. Collections may only be made under Disturbing Permits, when working under a direct contract to the Forest (prime contractors only, not sub-contractors), or unless arrangements are worked out in advance with the Forest Archaeologist.

When artifact collection is allowed:

1. Collections may be made by the archaeologist in the field at the direction of the District and/or Forest. Instances would include rare finds, such as whole or nearly whole vessels, jewelry, diagnostic projectile points, etc., will be collected. Any artifact collected must first be located using a GPS unit. Collections remain the property of the U.S. Government and will be submitted to the Smithsonian Approved Repository listed in the permit or to the Forest Archaeologist upon completion of the project unless otherwise agreed to.

If found on a site, such rare finds are to be plotted on the site sketch with UTMs listed. If within a scatter or an isolated artifact, they are to be GPS plotted and included on a USGS topographic map in the report. UTM coordinates and related information will be provided to the Forest and listed in the report. The report will also specifically state when individual artifacts are collected.

2. Ceramic Analysis: Archaeologists should expect to encounter ceramic types in the Alameda Brown Ware, Tusayan White Ware, Tusayan Gray Ware, Tsegi Orange Ware, Little Colorado White Ware, Little Colorado Gray Ware, San Francisco Mountain Gray Ware, and Mogollon Brown series. Other types may also be present in small numbers. Sherds shall be identified to the type level according to the standard type descriptions in Carlson (1970), Hays-Gilpin and van Hartesveldt (1998), Henderson (1979), and the *Museum of Northern Arizona Ceramic series* (Abel 1955, Colton 1955, 1956, 1958; Colton and Hargrave 1937) unless otherwise agreed to with the Forest Archaeologist.

3. Lithic Analysis: Archaeologists should expect to encounter artifacts manufactured from sandstone, quartzite, rhyolite, obsidian, chert, petrified wood, and other siliceous and igneous materials. The typology used in classifying lithic artifacts shall be explained in the final report and the lithic material type identified for each artifact or class of artifacts observed or collected. At a minimum manos should be identified by material and whether they are "one-hand" ("basin") or "two-hand" ("trough") in size, and whether they are unifacially or bifacially worked. Metates should be identified as being a grinding slick, a basin metate, or a trough metate. (See Adams1996, Haury 1950, Woodbury 1954)

SITE TAGS

All sites found during the project must be marked with the Forest's aluminum site tags, unless other arrangements have been agreed to by Forest Archaeologist. Before beginning field work, the archaeological permittee should obtain a supply of aluminum site tags from the District or Forest Archaeologist which will be used to mark all sites recorded. Tags that are not used shall be returned to the District or Forest Archaeologist at the end of the project.

The aluminum site tag will be nailed on the south side of a tree near the center of the site, no more than 6 in. above the ground. If no tree is available, the site tag will be attached to the end of a metal wire or stake, driven into the ground at the center of the site, and a small rock cairn erected around the wire or stake. Suggested cairn height is 1 ft.

SITE MARKING STANDARDS

When sites must be marked for avoidance from project activities, they shall be marked on the ground in the following manner:

(A) The perimeter of the site will be marked by spraying a white horizontal band, at least two inches wide, at a height of approximately 6 ft. above the ground, around trees that circle the site. In addition, a spot above 6 in. in diameter will be painted at the base of each tree so banded with the spot facing into the site.

(B) The perimeter of the site will be additionally marked by tying pink fluorescent flagging tape at chest height on the painted trees with the knot and a trailing strand of flagging tape on the outside of the tree, facing away from the center of the site.

(C) Both painted bands and flagging tape must be inter-visible and not obstructed by branches or foliage. White painted stakes, posts, or lathe that are clearly visible may be used to identify site

boundaries when tree trunks are difficult to mark, there are no trees to paint, or there are no shrubs or rocks present to which the flagging tape can be attached.

GENERAL SURVEY REPORT STANDARDS

As a minimum, reports resulting from the project shall provide the following information:

(A) Legal location of the project area, identified by reference to a USGS map and the ` Township(s) Range (s), and Section (s) examined by the project.

(B) Identify the Ranger District (s) on which the survey was done by District name(s).

(C) Provide the dates during which the survey was done.

(D) Identify by name and position the people who performed the survey and who directed or otherwise had administrative responsibility for the project and survey work..

(E) Describe the manner in which the survey was conducted and the spacing between surveyors or survey transects.

(f) State any factors influencing survey type or ground visibility.

(G) If less than 10 acres, state approximate dimensions of survey area in feet and provide total acreage surveyed for each survey unit as well as total area surveyed.

(H) Provide summary information of number of sites, Isolated Occurrences (sub-divided under the headings of Features, Scatters, and Isolated Artifacts) that were identified. All maps will include a north arrow (indicating true north) and must accurately depict areas surveyed and locations of sites and Isolated Occurrences. For the report, 1:24,000 scale maps shall be cut, printed, or otherwise reproduced onto 8 ½ x 11-inch paper to facilitate making future copies of the report. If sites are shown on the maps, the map must contain the statement “For Official Use Only. Disclosure of Site Locations is Prohibited (36-CFR-296.18)”.

(J) All typing and illustrations used in the report must be of suitable quality to provide a clear, legible copy when used on a monochrome duplicating machine. Alternatively, report copies in an electronic format may be submitted.

(K) When sites have multiple site numbers, the Forest site number will be the primary reference used in the report. Other site numbers will be listed following the Forest site number or, if more than five sites are contained within the project, a concordance table listing all site numbers will also be included in the report.

(L) Culture History and Environmental sections should be kept minimal, unless such information is vital to later sections of the report, or if this information is specifically addressed in later sections. Referencing existing reports and sources providing such overview information is preferred.

(M) Only discuss sites that are within or immediately adjacent to the project area.. Do not reference sites outside the project area. For overview sections of reports, or for reporting previous surveys and sites in the vicinity of the project. DO NOT provide any GPS information or precise

site plots on maps. Site numbers may be printed in their general vicinity, but precise plots or locational information for sites outside of project areas are not allowed unless prior arrangements have been made with the Forest Archaeologist.

Exhibit 4 provides an outline of the minimal information required for all reports.

DOCUMENTS TO BE PROVIDED TO THE FOREST ARCHAEOLOGIST

One original of all reports prepared from data originating from the survey, completed original site inventory forms, completed computerized site cards, photographs (if used in the report), site digital photographs, and USGS maps, as above, showing all sites and Isolated Occurrences.

Unused tags shall be returned to the District or Forest Archaeologist upon completion of the project or submission of the final report. The report will be reviewed by the District and/or Forest Archaeologist and, if needed, returned with comments and suggestions for revision. Revisions will be made within a mutually agreed upon time frame, and the final report submitted to the Forest Archaeologist.

Copies of site records for sites not on Forest land, but located within the boundaries of the Forest, will also be provided as above.

FUTURE USE OF DATA COLLECTED UNDER PERMIT

The permittee may use archaeological data resulting from this survey for future research purposes. However, as per conditions of Forest Service archaeological permits, the permittee agrees to provide three copies of any manuscripts, reports, and publications pertaining to the survey data to the Forest Supervisor within one month of its completion and/or publication. Manuscripts prepared for possible publication will be submitted once they have been completed in addition to any published versions that may be produced at a later date.

CONDITIONS OF USE OF DATA PROVIDED BY CNF

Disclosure of site locations is prohibited by 36-CFR-800-296.18. These files and scans are the property of the USFS and are being loaned to you soley for official use for this project. They may not be duplicated to anyone outside your organization without written permission, and the precise locations of these sites are not to be disclosed in reports unless they are within the area of direct project impacts (the area identified in the project permit application.) Upon completion of the project, you agree to destroy all copies and versions of this information and will notify The Forest and/or District Archaeologist when this has been done.

Included in Exhibit 5 are the specifics regarding the sharing and disposition of geospatial data.

By accessing these files you are acknowledging your acceptance of these conditions.

STANDARDS FOR ACCEPTANCE OF WORK

Pre-field and field research, laboratory analysis, and reports are to meet professional archaeological standards determined through review by the Forest Archaeologist.

Pre-field research should be adequate to identify previously known or suspected locations of prehistoric and historic archaeological sites. At a minimum, this includes the permittee's inspection of the Forest Archaeological Atlas, Historic Maps, and Logging Railroad Maps.

Field research should be adequate to identify and properly located 95% of all sites, and 75% of all Isolated Occurrences in the survey transects.

Laboratory analyses must correctly identify 75% of artifacts encountered, including ceramic types, artifact types, and the material from which artifacts were made. If artifact nomenclature is different from standard terminology (e.g. Adams 1996; Haury 1950; Gillio, Levine, and Scott 1980; Rock 1980; Sliva 1997) this is to be defined and explained in the final report.

Reports must contain the information mentioned above and must be written in a style that is clear, concise, and, most importantly, well organized and easy to use. Poor writing, organization, production, etc. are grounds for rejection of the report. There should be no more than three errors in spelling, grammar, punctuation, and typing per page of the report. Legal descriptions in the report must agree with those shown in maps and figures. All sites, scatters, isolated artifacts and features mentioned in the report must be shown on the report maps and vice versa.

All site information is to be on the site card, or a site card addendum, if needed. Reports should not contain any information about a site that is not also included on the site form. If information is found in the report that is not on the site cards, the report and site cards will be returned for revision.

Appropriate knowledge of the prehistory and history of the Forest must be demonstrated by use of correct terminology, dating, and citations of primary references (e.g. Colton 1946), as well as the most recent publications pertinent to the cultural resources of the Forest.

Additional standards and requirements may be established for specific projects and will be discussed by the Forest Archaeologist and permittee at the time the permit is issued or prior to beginning fieldwork for a specific project.

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Exhibit 1

INSTRUCTIONS FOR COMPLETING SITE INVENTORY FORMS

The site card used on the Coconino National Forest is a modification of the Museum of Northern Arizona (MNA) site card and is our primary documentation for archaeological sites. The USDA Southwestern Region CRAIS/INFRA site form is considered supplemental to the Forest's site card. The revised MNA card is used because they are permanently filed at the Museum as part of their site inventory records, and through the Museum they will be entered into the Arizona State Museum's AZSITE system. We maintain Xerox copies in the Supervisor's Office and District Offices for our use. By filing our cards with the Museum, we also have a back-up in case our files become lost or destroyed.

USFS SITE NUMBER: The site numbering system used in the US Forest Service is based upon the boundaries of our administrative units as they existed in the 1970's – e.g. AR-03-04-06-356 is

AR – "Archaeological Site"
03 - Region 3, the Southwestern Region in Arizona, New Mexico, Texas, and Oklahoma
04 - Forest 4, the Coconino National Forest
06 - District 6, the Sedona Ranger District
356 - The 356th site recorded within District 6.

However, in recent years the seven Ranger Districts we had in the 1970's have been combined into three Districts, so Forest and District numbers today no longer reflect the administrative and locational aspects of sites they once did. However, since thousands of sites had already been recorded on the Forest at the time Districts were combined, it would have introduced considerable chaos to switch to the new District boundaries and subsequent site numbers. Consequently, site numbers for the Forest are still based upon the old District boundaries and numbers used in 1975. The original seven districts at that time are correlated with the new Districts as follows:

District 1 – Beaver Creek Ranger District,	now the east side of Red Rocks RD
District 2 - Elden Ranger District,	now the east side the Peaks RD
District 3 - Flagstaff Ranger District,	now the west side of the Peaks RD
District 4 – Long Valley Ranger District,	now the west side of the Mogollon Rim RD
District 5 - Mormon Lake Ranger District,	being subsumed into the Peaks RD
District 6 - Sedona Ranger District,	now the west side of the Red Rocks RD
District 7 - Blue Ridge Ranger District,	now the east side of the Mogollon RD

Site numbers are reserved for a project before field work begins by referring to the Forest's common computerized Site Log that all Districts and the Supervisor's Office can access.

NA NUMBER: This number will be assigned at MNA

ASM QUAD NUMBER: This number may or may not be assigned at the Arizona State Museum. Contractors will usually supply ASM with site records for work they on the Forest, but this is not a permit required. However, to provide some consistency between agencies, DO complete the first two ASM identifiers of the map quadrangle and rectangle in which the site is located (e.g. "I:15:__"). Other site number designations should be recorded in the "Reference/Publications/Other Site Numbers" section of the card.

PROJECT: this is the name of your survey project.

CNF PROJ. NO: is the Forest's project number and is based on the calendar year in which a project is initiated. It should be assigned before field work begins, preferably at the time the site file search is made at the start of the project.

STATE: Will always be Arizona

COUNTY: will either be Coconino or Yavapai

TOWNSHIP, RANGE, SECTION: 1/4, 1/4, 1/4,1/4: Site locations will be determined through a combination of topographic maps, aerial photographs, and GPS units. Once this is done, determine the legal description of the site. We determine 1/4, 1/4,1/4 1/4 to the nearest sixteenth quarter of a section. List this with the **smallest** division **FIRST** and then largest division **LAST** - e.g. "the SW ¼ **OF** the SE ¼ **Of** the NE ¼ **Of** the SW ¼." Use the sectional template to assist in determining quarters.

UTM ZONE: Will always be Zone 12 for the Coconino National Forest.

UTM COORDINATES: For ease of use, always reference UTM coordinates with spaces or slashes between the different components of the coordinate. e.g. " 4 90 520 East, 38 35 406 North.". NOT: "490520 E, 3835406 N".

It is expected that UTM coordinates will be made by using a GPS unit. However, if a GPS unit was not available at time the site was recorded in the field, and it would be difficult to return to the site to obtain coordinates, extrapolating coordinates from a topographic map is acceptable. Indicate which technique was used in the next section – **"FROM"**. Indicate if the UTM plot comes from hand extrapolation from a topographic map or if it is from a GPS unit. Circle the appropriate source or, if using computerized site form, delete the inappropriate one.

If UTM reading was made from a GPS unit, identify the manufacturer and model of the GPS unit used.

GPS DATUM: Identify the UTM datum used. This standard used by the Forest is **NAD-1983** North American Datum. Check with the Forest Archaeologist if there is a need to use NAD-27, and be sure your GPS unit is set to the correct datum before taking readings.

COMMENTS: Include any information here regarding the accuracy and reliability of the GPS reading, such as if reading was differentially corrected, if satellite coverage was minimal or dubious, weak batteries, etc. If site is in a location where satellite coverage is spotty or inadequate, such as inside a steep canyon, try to obtain a reading nearby, such as the middle of the canyon, but indicate under comments when the coordinates reflect something other than the actual site location.

LAND STATUS: Add the appropriate District name in the space provided. District boundaries can be found in the master USGS Inventory Atlas and on the USFS modified USGS maps.

ROAD ACCESS: Describe how to drive as close to the site as possible. Cite mileage in tenths of a mile and reference points along the way so others can coordinate their odometer reading with yours. From a primary highway, provide mileage from a mile post or road intersection of major roads to where you leave the highway. Then, provide mileages between the various roads used to reach the site as well as important geographic reference points. Use USFS road numbers, but remember that these numbers are subject to change, so provide destination information for roads, not only road numbers – eg. "FR 214 (Bald Hill Road)". Continue making a mileage map to bring a person to the site, or to the point where they will need to park their vehicle and begin walking to the site.

ADDITIONAL LOCATION DATA: If site is not accessible by vehicle alone, this part of the site card provides information needed to walk from where the vehicle has been parked to the site. Add any additional information that will assist someone return to the site with a minimum of effort. **Always state distance and direction and use compass bearings** when appropriate. Use prominent terrain features that will help an individual return to the site. Do not use general references that are not directly useful to relocating the site – e.g. do **NOT** state "Mormon Mountain 2 mi. to northeast". Use only features in the immediate vicinity – e.g. "Prominent spike-top clump of dead ponderosa 200 m. NE". The only time to use distant features is when you have taken a compass bearing on it as an aid to relocating a site – e.g. "Hutch Mountain lookout tower at bearing of 240 degrees true north." Do not provide driving information in this section of the card. That belongs in the previous section.

Do not assume such detailed information is superfluous because you are using a GPS unit. Document terrain reference points in your sketch map to help guide a person to the site, using traditional map navigating skills. We want a person to be able to find a site as easily as possible, and additional locational information of this sort, in addition to the UTM location of a site, is always helpful.

MAP REFERENCE: State name and scale of the USGS quadrangle on which the site is located – e.g. "Sunset Crater East 1:24,000".

ELEVATION: After site is plotted on the map, determine the elevation of the site from contour lines. Many GPS units do not provide accurate readings of elevations, so unless you are certain of the accuracy of your unit, this is best obtained from the USGS maps. Extrapolate between contour lines when possible.

AERIAL PHOTO REF: Before inexpensive GPS units became available, aerial photos were used to accurately plot the location of a site, and this can still be useful for providing locational information. Since there are numerous aerial photo flights available, photographs must be identified correctly as follows: Identify the year of the flight (upper left corner of most photos) and the individual photo number (usually in the upper right corner) – e.g. "USFS ERZ-4-17, 1967 Flight". Photos can be borrowed from the District or Forest Supervisor's Office.

CULTURE: Cultural identifications follow the traditional Southwestern concepts, based upon the artifacts and architecture of a site. – e.g. Northern Sinagua, Southern Sinagua, Kayenta Anasazi, Basque, etc. These traditional names must be used when completing site cards to maintain consistency in the Forest's Site Inventory. If data is inadequate to determine cultural affiliation, state "Unknown" in this space, rather than leaving it blank.

PHASE(S): State the phase designation of the site, based upon artifacts present. DO NOT use Pecos classification terms (e.g. "Pueblo II") unless it is an Anasazi site. Use appropriate phase designations when they exist – e.g. "Padre Phase", "Honanki Phase". Use estimated dates when dealing with historic period sites. If data is insufficient to determine this information, state "Unknown" in this space, rather than leaving it blank.

DATES: provide an estimate B.C./A.D. date range for the site, based on diagnostic artifacts, ceramics, or historic trash assemblage.

BASIS FOR CULTURE, PHASE, & DATES: Indicate how you determined these – e.g. "ceramics", "projectile point types", "tin cans", "architecture", "general regional pattern", "guess", etc.

SITE TYPE: this provides the Forest's list of standardized site "types" than can be used for initial computer sorting. Use the "Site Type" term below that best characterizes the site. Trash is considered a by-product of human activity and as such should not be used to identify the primary site type when other

features are present. Hence, a site type would not be “an artifact scatter with a structure” but rather “a “field house with a [sparse/moderate or /abundant] artifact scatter.” See published summaries of the archaeology of the area reconstructions of these past systems (Baldwin and Bremer 1986; Fish and Fish 1977; Fish, Pilles, and Fish 1980; Pilles 1978, 1979, 1981; Wilcox 1996, 1987.)

Rock shelter. A shallow overhang –usually not high enough to stand upright. (no structures)
Cave. A deep overhang – deeper than it is wide – in which one can usually stand upright. No structures.
Cavate. Sides of the cave have been modified or carved out by humans. Typically with a wall built across the mouth of the cave.
Community Room: An unusually large pit house or room, typically 2-4 times larger than a “typical” pit house or room. Functionally, they are probably equivalent to a “Great Kiva”, but do not have traditional Great Kiva features.
Lithic Scatter: Flaked and ground stone. No pottery.
Sherd Scatter: Sherds only.
Artifact Scatter: Sherds, flakes, and ground stone present.
Pit House Site, 1-2 depressions present: Depressions are evident, or density and diversity of trash suggests pit houses are present.
Pit House Site, 3-4 depressions evident
Pit House Site, 5-8 depressions evident
Pit House Site, 9-12 depressions evident
Pit House Site, 13-20 depressions evident
Pit House Site, 20+ depressions evident
Field House: A structure utilized seasonally, typically during planting , harvesting, or for other temporary uses. Characterized by low walls with insufficient rock fall to provide full-height walls. Sparse artifacts, few decorated/trade ware sherds, no exotic materials such as jewelry, points rare, few artifacts other than ground stone tools or fragments.
Pueblo, 1-2 Room Habitation: Distinguished from a field house by having sufficient wall fall to have had full height walls, diverse artifact assemblage, moderate number of decorated/intrusive pottery, variety of lithic material, etc.)
Pueblo, 3-4 Rooms
Pueblo, 5-8 Rooms
Pueblo, 9-12 Rooms
Pueblo, 13-20 Rooms
Pueblo, over 20 Rooms
Agricultural Site: Evidence of agricultural features only, such as rock piles, linear borders, or grid borders. If a field house is also present, it has precedence over an “agricultural site” site type identification.
Historic Site (specify type of historic site present. There is not currently a standardized historic site typology).
Rock Art Site: (Specify if petroglyphs, pictographs, intaglios, terraforms, dendroglyphs, etc. are present).
Roasting Pit
Ball Court
Other

Multi-property terms, such as “fort” or “cliff dwelling” may also be used as a secondary level of “site type”.

Multiple site types may be present on a single site; however, determine the most appropriate primary site type designation. Except for “scatters”, a secondary site type may also be added, e.g. “Pueblo, 9-12 rooms / agricultural”, “field house/agricultural”.

NOTE: The Forest is currently in the process of refining these site types, so please coordinate with the District or Forest Archaeologist to be sure you have the most current list of accepted site types.

STRUCTURES: Indicate number of visible pit house depressions, estimated number of pit houses, number of room blocks, (with number of rooms per room block), etc.

CONSTRUCTION TECHNIQUE: When masonry sites are present, describe the wall construction method, if this can be determined. Watch for differences between basal courses and upper courses. – e.g. "Double coursed wall, filled with fist-sized rocks. Basal course of upright slabs, upper courses are evenly spaced. No shaping. All limestone".

The following observations have been found useful for distinguishing seasonally used field houses from permanent habitation pueblos. All are "best guess" estimates.

RUBBLE HEIGHT NOW: How high (metric) is the mounded wall fall now?

NO. COURSES HIGH: From the amount of stone present, roughly, how many courses high could the wall have been?

ESTIMATED ORIGINAL HEIGHT: How high (in meters) could the wall have stood originally?

STONE: Identify stones used and, if multiple stone types present, indicate which is dominant.

The next section of the site card is for information about the site itself. Do not just say "yes" in any of these spaces. Instead of saying "yes", provide information about each category. Otherwise, use "No" or "N/A" (not applicable).

STORAGE: Indicate if there is any indication of storage rooms or features, such as cists or pits.

HEARTH/BURNING: Indicate if there is any evidence for burning on the site, such as a smudged walls or roof in an alcove, burned and/or fire-cracked rocks, burned beams, or edges of burned hearth slabs protruding through the ground. In particular, look for indications that structures may have been intentionally burned.

TRAILS: Indicate evidence for human-made trails or roads. If game trails are presently nearby, they should be indicated as "game trails", since these often follow prehistoric trails.

ROCK ART: If rock art is present, specify if petroglyphs or pictographs, approximate number of panels, approximate number of elements. Under "Additional Site Information", indicate what pecking techniques are present (Direct Percussion, Indirect Percussion, Sharpened Hammerstone, Scratched, Incised, Abraded, etc.) and colors present in pictographs.

TRASH: Indicate the nature and density of trash at the site. If artifacts are present at a site, you have "trash". Specify the form of its distribution: In general, this will be in the form of a "trash mound", "trash concentrations" (often indicating individual pit houses), or, most commonly, "sheet trash" (evenly spread over the entire site). Indicate if overall density of artifacts is "sparse", "moderate", or "abundant" and provide estimates of artifact density/sq. meter to better define these terms..

CERAMIC DENSITY: Based on what you've seen on other sites in the project locality, estimate the density of sherds on the site. Use the terms "sparse" (< 5 artifacts/sq. m.), "moderate" (6-10 artifacts/ sq.

m.), or "abundant" (> 10 artifacts /sq. m.). **Do not use composite terms, such as "sparse to moderate".** Just decide which term is most appropriate. Identification of specific types is put on the back of the card, not in this section.

LITHIC DENSITY: Indicate density of flaked stone material at the site. Use the terms "sparse(< 1 artifacts/sq. m.), "moderate" (2-5 artifacts/ sq. m.), or "abundant" (> 5 artifacts /sq. m.). Do **NOT** use combinations like "Sparse – Moderate". Information about specific artifact types and types of stone is put on the back of the card, not in this section.

GROUND STONE DENSITY: Based on what you've seen on other sites in the project locality, estimate the density of ground stone artifacts on the site, using the terms sparse, moderate or abundant, and estimate the number/sq. m. to further illustrate density. Information about specific artifact types and types of stone is put on the back of the card, not in this section. Use Adams (1996) or Haury (1950) for ground stone typology.

PERISHABLES: indicate if there are any –prehistoric items present, or what the potential is for perishables being preserved.

ADDITIONAL SITE DATA: Describe anything else you can about the site in this section. Give details on structure sizes, masonry techniques, similarity or differences of this site to others in the area, etc. Do not put more locational information in this section. Keep it in the "Additional Locational Data" section of the card, above.

CONDITION: If the site has been damaged, indicate the nature and severity of damage. For the purposes of this section, cattle grazing, tree growth, normal weathering, and erosion are not usually considered damage. Only indicate these types of condition if they have caused damage beyond that which would normally be expected, like if a tree is growing inside a pit house, an arroyo has cut through the site, or a major cattle drive has impacted the site.

RANK: On a 0-5 scale, rank the severity of damage done to the site. 0 is pristine, undisturbed, and 5 is completely destroyed, no longer useful for any archaeological study. Remember to consider the site as a whole for this ranking and don't allow severe damage in one area color your perception of the entire site. For example, if a burial area has been severely vandalized by pothunters, but the pueblo has not been pot hunted, do not rank the site as a 5, but, perhaps as 2 or 3. If any ranking other than 0 is used, you must indicate what the nature and cause of damage is.

SITE SIZE: Give the size of the site according to its short and long axes in meters and indicate the direction of these dimensions – e.g. "25 m. N-S x 45 m. E-W".

HOW DETERMINED? Do not visually estimate distances. Either pace these dimensions or measure them with a tape, and indicate this on the card.

TOTAL AREA: Multiply the length by the width of the site to compute the site's total area in square meters.

DISCUSS SITE RE: LOCAL/REGIONAL SETTLEMENT: From spending time in an area and recording its various sites, you should have formed some impressions about the archaeological settlement and land use pattern of the area. Summarize and interpret these impressions here. This section should discuss the site as it relates to other archaeological sites in the area. Try to relate this site to broader settlement and land use patterns and discuss its potential significance to regional archaeology. Indicate how typical or unique it is compared to other sites in the area. Infer site function.

OTHER COMMENTS: Use this space for additional information needed from any of the previous sections.

SITE TESTED/EXCAVATED/DOCUMENTED: If the site has been professionally investigated, indicate the level of work that has been done. "Testing" would include the digging of test squares or trenching to examine sub-surface remains and the site extent. "Excavation" would involve the excavation of 50% or more of the site. "**Documented" does not mean completion of the site card**. Rather, it means documentation beyond a basic recording level, such as would be done for mitigation from project impacts, or for research purposes. Examples would be documenting a historic structure by making measured drawings or through stereo photos. Or, in the case of a petroglyph site, when detailed descriptions, sketches, measurements, and photographs have been made of each element.

DATE, BY: Indicate when this work was done, and the name and institution and archaeologist who conducted the work.

CHRONOMETRIC DATES: Indicate if tree-ring, archaeomagnetic, obsidian hydration, or other dating techniques have been used on the site and provide those dates.

REFERENCE/PUBLICATION: If there is additional information about the site beyond the site card and photographs, indicate what and where it is. If the site appears in a report or manuscript, give the reference. For example, "See site file", "Part of Winona Village. McGregor 1937:45.", "Colton 1946:146." Do not state "see site file" unless there IS a site file that contains additional information.

OTHER DESIGNATIONS, NUMBERS, NAMES, ETC: e.g. "AR-03-04-02-456". "Turkey Foot Ruin". " Ariz. I: 10:45 (NAU)", "San Francisco Peak 4:17 (Gila Pueblo)", "Ariz. I: 10:12 (ASM)".

TAG LOCATION: Indicate where on the site a site tag has been placed – e.g. "Tag tree is an alligator juniper, 36 in. dbh, at NW corner of pueblo". Also, be sure to identify the location of the tag in your site sketch.

Back Side of Card

NA: This is the site number that has/will be assigned by the Museum of Northern Arizona for the site.

Lab Accession No: This will also be assigned by the Museum of Northern Arizona.

PHOTO: B/w, Color, Digital: If photographs are taken, enter yes. Do not put roll and frame identification numbers as these will change when the photographs are catalogued. If photographs were not taken, leave blank, since it is possible that the next person who goes to the site will photograph it.

BY: Enter full name, or first initial and last name, of the photographer. **DO NOT USE INITIALS ALONE.**

RECORDED BY: This should include all members of the crew who recorded the site. The person who completes the site form lists his/her name first. As above, do not use initials alone.

DATE: Enter the date the site was recorded listing the month, date, and year, in that order. **DO NOT** use military or European style for citing dates. Use month names or abbreviations but do not use numbers

alone. E.g. DO state “June 7, 2006”. DO NOT state “6/7/06” or “7 June, 2006”. If the site was previously recorded, enter the earlier recorders’ names and the dates the site was first recorded, then the names and dates of your recording of the site.

IDENTIFY ARTIFACTS: Identify ceramic and artifact types collected or observed in the field. This information should be extensive and complete so that the site can be assigned to a cultural and temporal placement. If artifacts have been collected, the total collection analysis should be listed. If more space is needed, type it below the “Items collected” area or use another card. If another card is used, type the USFS site number in the lower left corner, the Museum of Northern Arizona site number (if it has one) in the upper left corner and “Card 2” in the upper right corner.

COLLECTION TECHNIQUES: Indicate how the artifacts were recognized for identification or collection purposes. For example, “Field I.D.”, “Grab”, “Grab with emphasis on decorated sherds”, “Every other meter square through N_S axis of site collected”, “Four 1 m. circles collected + Grab. See sketch”. Indicate the approximate percentage of surface artifacts by material type that are identified by survey counts. (e.g. “All visible surface artifacts were identified in the field.”. “All temporally diagnostic sherds identified in the field, but only about 25% of plainwares were systematically identified.”

LOCATION MAP: This map should clearly show a person who is unfamiliar with the region how to return to the site with a minimum of effort. An ideal map should: take the person from a major highway to a secondary road. Mileage along the highway from a milepost to the road turn-off should be indicated. Mileage between forks in the secondary road and/or prominent landmarks along the way should be given to the place where the person parks, takes a compass bearing, and paces the prescribed distance to the site. DO NOT copy or make Xerox copy of a USGS map to put in this part of the card. Draw an informative map that shows the person what to expect as they look for the site.

SITE MAP: This is a detailed sketch of the site, local topography, features, location of diagnostic artifacts, structures, structure numbers, size of structures, etc. A compass and pace map of the site is preferred, although a sketch map showing proper relationships of these observations is acceptable.

Exhibit 2

Example of completed Coconino National Forest Site Card.

***Information asked for on this site card is to be included as part of the free-form blocks in the NRM form when there is no specific entry block for it in NRM.*

NA _____ **AR-03-04-06- 982** **Ariz**. O:1: __ (ASM) **Project:** Hancock Ranch Survey _____ **Proj. No.:** 2001-28
State: Arizona **County:** Yavapai **T** 21 N, **R** 3 **E**, **Sec.** 5, NE 1/4 of SW 1/4 of NE 1/4 of SW1/4
UTM: Zone 12 4 | 25 | 299| *East*: 32| 36| 428 *North.* From: GPS Model: Garmin E-Trex GPS Datum: 1927 North American Datum **Comments:**
Land Status: Coconino National Forest, Sedona Ranger District **Other Ownership :** Just outside W. boundary of Hancock Ranch
Road Access: (Describe route from major highway & milepost): From west Sedona, take HW 89A south to Forest Road 525, at S. end of Sewer property. Turn W. Go 2 mi. to Boynton Pass Rd. Go 0.8 mi. to Honanki/Palatki Ruins sign. Go left for 4.1 mi., passing Bradshaw Rd. Continue 1.3 mi. to Hancock Ranch sign & cattle guard. Continue 0.9 mi. to "Ruins" sign and Hancock Ranch entrance road. Go into ranch and park.
Additional Location Data: Take trail at N. end of ranch parking lot, through metal gate. Walk 105 m. along trail, paralleling W. edge of field, to house on right side of trail, where wash crosses trail. Site is 22 m. further up trail from wash.
Map Ref.: Casner Butte 1:24,000 **Elev.**: 4,750 ft **Aerial Photo Ref.:** Year _____ Photo No.
Culture(s): Anglo ??? **Phase(s):** Historic ??? **Date(s):** 1920-1940 ???
Basis for Culture, Phase, & Dates: Total lack of artifacts, proximity to field. Stones buried, lichen covered. Can't determine if prehistoric or early historic.
Site Type: Terraces Agricultural?? Erosion control ?? **Structures (No. & type):**
Describe Construction Technique: Sandstone rocks laid in lines of varying length, separated by varying distances. Possibly to divert run-off onto fields to E, broader wash to the west, & to slow water velocity into main, E-W wash, to minimize erosion and protect the house. Stones are low enough they wouldn't have been able to divert much water. Plus, ridge is narrow and slopes too much to E and W to have funneled much water. Uncertain if present trail cuts through borders or not. A few stones by fence suggest two borders might have extended to fence, but stones might relate to fence construction alone, rather than a continuations of the borders. No indication of border stones being moved or disturbed by trail use.
Rubble ht.: Now: 1 course, 15 cm. high. **Originally (estimated) :** 3 courses, 20 cm. high **Stone:** Unshaped Supai Sandstone
Storage: No **Hearth/Burning:** No **Trails:** No **Rock Art:** No
Trash: Type, location, density: No trash or artifacts whatsoever ***(ID ceramic & lithics on back***)
Ceramic Density: None **Lithic Density**: None **Ground Stone Density**: None
Additional Site Data: 4 separate borders, ranging from 5-14 m. long spaced 2-7 m. apart. Are perpendicular to slope of land to the NW.
Site Condition: Apparently undisturbed **Rank:** 0
Site Size: 17 m. EW x 20 m. NS = 340 sq. m. **How Determined?** Paced
Discuss site re: local/regional settlement? What's typical or unique?: Not many historic period terraces recorded in Sedona District
Other Comments:
Site Tag Location: S. base 12 in. dbh pinyon at S. end of site, just above wash
Site Tested ____, **Excavated** ____, **Documented** ____ **Date**: _____ **By**: _____
Chronometric Dates (identify date technique):
References/Publication:
Site Name/Other Site Numbers:

Museum of Northern Arizona - Coconino National Forest - ***Archaeological Survey*** *(3/00)*

NA _____ **AR-03-04-06-982** Lab Accession No. _____
Recorded by: Harvey Finkelstein
Date: Sept. 17, 2001 **Photo:** B/w ____ Color Print _X__ Slide ____ , ____
Identify artifacts: field id __ , controlled collection ___ , grab sample _____, _____
None present
Items collected: None

Location Map: **(*Don't copy USGS map. Provide mileages, landmarks, terrain, etc.)***

Site Map ***(Scale, north arrow, contours, site tag, etc.)***

Exhibit 3

Photo Log

Photographs should be identified on a photo log, as per the following example. Photos should also have the information listed on this log typed onto the back of each photo.

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Example of completed photo log:

Date of latest revision: Aug. 11, 2006 By: Peter J. Pilles, Jr.
NOTE: Print out a new copy of photo form for photo file every time new photos are added.

Coconino National Forest - DIGITAL Photo Identification Sheet

Site AR-03-04- 06-273 Devil's Dining Room

Photo cat. no.:	**Description.** *(Identify people by name. Describe what you are trying to show by taking this photo.)*	Direction: Facing	Photographer's Name *(Not initials)*	Date
NOTE: These are photo catalogue numbers, not camera image numbers. Rename your images with a cat. numb				
06-273. DIGITAL.				
.01	Looking SSW over site and Forest Road 179-F. Vehicle is in parking area adjacent to Devil's Dining Room.	SSW	Peter J. Pilles, Jr.	Aug. 10, 2006
.02	Looking N. over site and Forest Road 179-F	N	Peter J. Pilles, Jr.	Aug. 10, 2006
.03	Looking SSW over FR 179-F, cutting through site	SSW	Peter J. Pilles, Jr.	Aug. 10, 2006
.04	Looking S. over FR 179-F that cuts through site	S	Peter J. Pilles, Jr.	Aug. 10, 2006
.05	Looking SW over edge of road cut through site	SW	Peter J. Pilles, Jr.	Aug. 10, 2006
.06	Detail of artifact density on W. side of road	SE	Peter J. Pilles, Jr.	Aug. 10, 2006
.07	Detail of artifact density on W. side of road	SE	Peter J. Pilles, Jr.	Aug. 10, 2006
	Etc., Etc., Etc.			

Example of information typed onto back of photograph or digital image:

AR-03-04-06-273 Devil's Dining Room DIGITAL .4

Looking S. over FR 179-F that cuts through site.

Peter J. Pilles, Jr. Aug. 10, 2006

Exhibit 4

Logging Railroad Grade Evaluation Criteria

For additional background on the Forest logging railroad system, see Pat Stein, 1993, *Logging Railroads of the Coconino and Kaibab National Forests*. SWCA Archaeology Report No. 92-26. USDA Forest Service, Southwestern Region, Report No. 19, 2006. Copies may be obtained from the Coconino National Forest.

Exhibit 5

Standard Report Format

An Archaeological Survey and Cultural Resources Clearance Report for ** Coconino National Forest, Arizona

By
* District Archaeologist *(or whatever author's position is)*

, 2004

INTRODUCTION

An archaeological survey was performed to determine if cultural resources were present that might be affected by the proposed **. Project activities will consist of ** The project is located in T*N, R*E, Sec. * on the ** Ranger District of the Coconino National Forest, Arizona (Figure 1).

THE SURVEY

The survey was conducted on ** by **, **, by walking a series of parallel transects spaced 66 ft. apart over the entire project area. The project area measures ** by ** ft. (* acres). The survey area measures * by * ft. (* acres). A total of * acres were surveyed. *If the project, or any part of it, has previously been surveyed, provide separate figures for "newly surveyed acres" and "resurveyed acres".*

* sites * features, * scatters and * isolated artifacts were found.

THE SITES

AR-03-04-

THE ISOLATED OCCURRENCES

Features

Artifact Scatters

Isolated Artifacts

TRIBAL CONSULTATION *(IF NEEDED. IF NOT, DELETE)*

The following Native American Indian groups were notified of the project in the Coconino National Forest Annual Consultation letter dated February 28, 2006, *confirm project is listed there* as well as the Forest's Schedule of Proposed Actions and quarterly updates: Dine' Medicine Man's Association, Fort McDowell Yavapai Nation, Hopi Tribe, Hualapai Tribe, Havasupai Tribe, Navajo Nation, Pueblo of Acoma***(**Only for projects on S.F. Peaks)***, Pueblo of Zuni, San Carlos Apache Tribe, San Juan Southern Paiute Tribe, Tonto Apache Tribe, Yavapai-Apache Nation, Yavapai-Prescott Tribe, and White Mountain Apache Tribe. No replies about tribal concerns about this project were received. No areas of traditional cultural importance or areas of specific tribal concern are known for this part of the Forest, based on previous consultations and Forest research into tribal uses of the Forest.

POTENTIAL IMPACTS OF RELATED ACTIVITIES ON NON-FOREST SERVICE LAND *(if needed. If not, delete this paragraph)*

Discuss what's known about sites on non-FS land and/or the likelihood of sites being there, and potential impacts to them by the project. Modify the following paragraph as needed to fit the specifics of the project.

These activities, while related to the proposed _____ permit, do not require a Forest Service permit, do not involve federal funding, and are not otherwise under the jurisdiction of the U.S. Forest Service. Land owners will be informed of the likelihood and importance of archaeological sites that may exist on their lands and will be encouraged to protect archaeological sites, should they be identified during the course of the project. They will also be informed of the requirements of the Arizona State Burial Bill (ARS 41-864), the person to contact should human remains be encountered, and the benefits of securing an archaeological survey in order to minimize the chances of inadvertently disturbing human burials.

CLEARANCE RECOMMENDATIONS

The latest Forest Service listings for the National Register of Historic Places have been consulted, and no sites on or nominated to the Register are known to be in the project area. Sites ** are considered eligible for nomination to the National Register of Historic Places under Criterion D of 36-CFR-60.4.

OR

Sites XXX are considered eligible for NHPA Section 106 purposes for this project. They will be protected pursuant to FSM 2361.1(2) and FSM R-3 2361.21(2) until testing or additional information is available that would allow conclusive determinations of eligibility to be made.

The isolated occurrences are not considered significant and require no further protection, as per the First Amended U.S.D.A., Forest Service, Region 3 Programmatic Agreement Regarding Cultural Property Protection and Responsibilities, dated December 24, 2003.

The ** Ranger District is responsible for notifying the Zone or Forest Archaeologist before initiating any activities as part of this project, to ensure the proposed activities have cultural resources clearance and that project personnel are aware of the conditions of this clearance.

Should any additional prehistoric or historic archaeological sites be encountered during the course of the project, they are to be avoided and reported to the Zone or Forest Archaeologist.

If these recommendations are followed, there will be ** Effect to cultural resources by the proposed project.

This report is submitted in compliance with the provisions of the National Historic Preservation Act of 1966, as amended.

Cultural Resources Clearance for the ** Project is recommended, contingent upon the above recommendations.

REFERENCE(S) CITED

19 An Archaeological Survey and Clearance Report for * by * (CNF Project *). Ms. on file at the Coconino National Forest Supervisor's Office, Flagstaff.

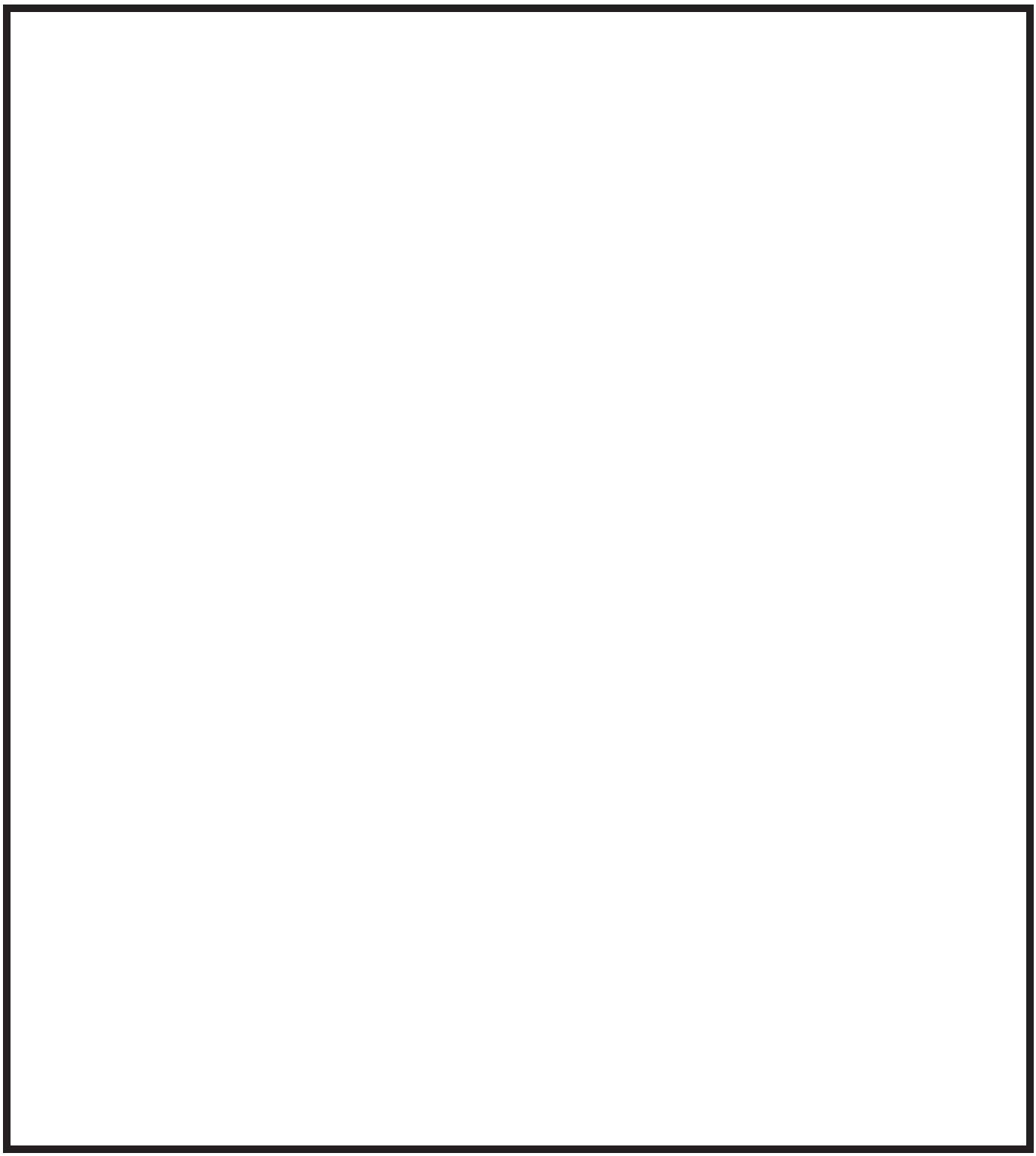


Figure 1. Area Surveyed for **, (Project No.**), located in T*N, R*E, Section * . Base map is *, Ariz., U.S.G.S., 7.5' quadrangle.

Exhibit 6
NONDISCLOSURE AGREEMENT FOR DATA ACQUIRED FROM UNITED STATES GOVERNMENT- COCONINO NATIONAL FOREST HERITAGE PROGRAM

User's Responsibility to Safeguard Data:
Coconino National Forest GIS data and data products are the property of the Coconino National Forest. The User will safeguard the data or data products from theft, loss, or use contrary to the terms of this agreement. If loss or misuse of the supplied information should become evident, the User agrees to immediately notify the Forest Archaeologist of Coconino National Forest. The User will be responsible for reimbursing Coconino National Forest for the costs of personnel time and materials needed to provide this data. The Forest Archaeologist may waive these fees if it is determined that by providing this data to the User, the National Forest Service will benefit.

Permitted Uses:
The User may copy the GIS data for computer backup purposes.

The GIS data or data products may be used on computer equipment owned or leased by the User or by third parties under contract to the User's organization.

Graphic displays and printed tabular listings derived from the GIS data base or data products may be distributed or used in publications and presentations, ***provided*** that the credit is given to Coconino National Forest as the source of the information.

Entering into third party agreements for one time use of data or data products is permitted subject to the following conditions:

a. Any third party use of the GIS digital data or data products must be in support of written contracts by the User, for application in the User's project that are approved by the FS.
b. The third party contractor may retain and use Coconino National Forest GIS data supplied only for the period of time during which the specific contract requiring its use is in effect.
c. Coconino National Forest may request:
    1. A signed copy of all related third party contracts for approval.
    2. Written notification when the contract has been completed and the GIS digital data and data products have been deleted.
d. The data remains the property of the National Forest Service.

Uses Prohibited:

The User agrees not to distribute, copy, sell, loan or offer for use any copies of the Database or derivatives thereof, in whole or in part, to any party unless permission is received from the Forest Archaeologist of Coconino National Forest, except as permitted in this agreement.

Term

The User has the right to use Coconino National Forest GIS data and data products as specified in this Agreement.

Promptly upon the completion of the User's project, or upon discontinuance or abandonment of the possession or use of the database the user must return or certify the destruction of all copies of the database, and variations thereof.

The data provided by Coconino National Forest is in an "as is" condition without warranty of any kind, including but not limited to the implied warranties of fitness for a particular purpose. In no event shall Coconino National Forest, or any employee of the Forest Service, be liable for any damages caused by the Users of the database or for any incidental or consequential damages.

I, the User, agree to all of the statements above:

Signed:_____ **Date:**_____

Typed Name:_____

I, the contractor or subcontractor of the User, agree to all of the statements above:

Signed:_____ **Date:**_____

Typed Name:_____

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: B

USFS Agreement No.: 22-PA-11030400-174 Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$74,800.00	$0.00	$83,309.00	$0.00	$158,109.00
Travel	$6,300.00	$0.00	$22,800.00	$0.00	$29,100.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies/Materials	$0.00	$0.00	$0.00	$0.00	$0.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$1,222,378.94	$0.00	$0.00	$1,222,378.94
Other					$0.00
Subtotal	$81,100.00	$1,222,378.94	$106,109.00	$0.00	$1,409,587.94
Coop Indirect Costs		$77,621.06	$6,737.92		$84,358.98
FS Overhead Costs	$10,543.00				$10,543.00
Total	$91,643.00	$1,300,000.00	$112,846.92	$0.00	
Total Project Value:					$1,504,489.93

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 92.50%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 7.50%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
District Archaeologist		$397.00	40.00		$15,880.00
Project Archaeologist		$367.00	100.00		$36,700.00
Archaeology Technician		$185.00	100.00		$18,500.00
Tribal Relations		$372.00	10.00		$3,720.00
Total Salaries/Labor					**$74,800.00**

Travel

Standard Calculation

Travel Expense	# Vehicles	Cost/Trip	# of Trips		Total
FS Vehicle	1.00	$12.00	150.00		$1,800.00

Non-Standard Calculation

Travel Expense	# Vehicles	Cost/Mile	# of Miles		
FS Vehicle	1	$1.00	4500.00		$4,500.00
Total Travel					**$6,300.00**

Subtotal Direct Costs	$81,100.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	$81,100.00			$10,543.00
Total FS Overhead Costs				**$10,543.00**

TOTAL COST	**$91,643.00**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
High Site Density Cultural Survey*		4609.12	$110.00	acre	$507,003.00
Low Site Density Cultural Survey*		6275.00	$50.00	acre	$313,750.00
Site Revisits*		545.00	$680.00	site	$370,600.00
Data Entry (NRM Mgmt)*		545.00	$56.93	site	$31,025.94

**Contract cost estimates based on market research with local firms.*

Total Other					**$1,222,378.94**

Subtotal Direct Costs	$1,222,378.94

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
6.35%	$1,222,378.94			$77,621.06
Total Coop. Indirect Costs				**$77,621.06**

Cooperator's documented indirect cost rate.

TOTAL COST	**$1,300,000.00**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Cultural Preservation Officer		$448.80	60.00		$26,928.00
(8 hrs per month for 5 years)					
Forest Health Supervisor		$346.96	162.50		$56,381.00
(5 hrs per week for 5 years)					
Total Salaries/Labor					**$83,309.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
2004 F350	1.00	$190.00	120.00		$22,800.00
(2 days per month for 5 years)					
Total Travel					**$22,800.00**

Subtotal Direct Costs	$106,109.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
6.35%	$106,109.00			$6,737.92
Total Coop. Indirect Costs				**$6,737.92**

Cooperator's documented in direct cost rate.

TOTAL COST	**$112,846.92**

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Senior Planner
Date:	12/29/2022
Meeting Date:	01/03/2023

TITLE:

Consideration and Approval of Final Plat: TLC PC Land Investors, LLC requests Final Plat approval for Ghost Tree at Pine Canyon (PZ-21-00155-05) located at 3201 South Clubhouse Circle, a 12-unit single-family home subdivision on 7.87 acres in the Single-Family Residential (R1) Zone.

STAFF RECOMMENDED ACTION:

Approve the 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:

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

Financial Impact:

No financial impacts are anticipated with this 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.

Regional Plan Policies and Goals

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

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

Has There Been Previous Council Decision on This:

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

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

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

City Council has also previously approved several subdivision plats in Pine Canyon, including the Estates at Pine Canyon Units 1-5, Coconino Ridge, Deer Creek Crossing, Mountain Villas, Mountain Vista Condominiums, Mountain Estates, Pine Run, and Club Cabin Condominiums units 1 and 2.

City Council approved the Ghost Tree at Pine Canyon Preliminary Plat (PZ-21-00155-03) on May 3, 2022.

Options and Alternatives:

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

Background/History:

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

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

New infrastructure will need to be provided for the project including a new private road, new water and sewer lines, and Low Impact Development (LID) basins. All areas in the subdivision not allocated as lots

are reserved as tracts. Tract A covers the new private road and is to be used for ingress/egress and utilities. Tract B is for open space and drainage. Tract C is for the Pine Canyon Goff Club, open space, and drainage. Tract D is for a private slope easement, open space, and drainage. Tract E is reserved for future development.

Key Considerations:

Staff reviewed and approved the Final Plat on December 6, 2022, based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

The property is zoned R1, Single Family Residential with a Resource Protection Overlay (RPO). The lots within Ghost Tree at Pine Canyon Subdivision comply with the minimum density, lot size, width, and depth requirements for the R1 Zone. For the purposes of tree and steep slope resource protection, the plat proposes unique building envelopes for each lot. All setbacks except one meet or exceed the minimum required setbacks for the R1 zone (see page 3 of the Final Plat). Zoning Code Table 10-40.30.030.C: Residential Zones – Building Form and Property Development Standards allows the City Council to approve alternate lot sizes and/or setbacks on a Final Plat.

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: Final Plat for Ghost Tree at Pine Canyon (PZ-21-00155-05)
City/Subdivider Agreement

PLOTTED: Dec 13, 2022 - 9:02am

FINAL PLAT FOR

GHOST TREE AT PINE CANYON

BEING TRACT 23 OF
THE ESTATES AT PINE CANYON - UNIT 1

3201 SOUTH CLUBHOUSE CIRCLE, APN 105-10-206
TRACT 23 OF THE ESTATES AT PINE CANYON UNIT 1, CASE 8 MAP 92C, C.C.O.R.
ALSO BEING A PORTION OF PARCEL 2A OF THAT SPECIAL WARRANTY DEED
RECORDED AT DOCUMENT #3644276, C.C.O.R.
LOCATED IN SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST,
GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

DEDICATIONS TO CITY

STATE OF ARIZONA

COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS: THAT TLC PC LAND INVESTORS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,AS OWNER, HAS SUBDIVIDED UNDER THE NAME,"GHOST TREE AT PINE CANYON" A SUBDIVISION LOCATED IN TRACT 23 OF THE ESTATES AT PINE CANYON - UNIT ONE BEING A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS FOR THE PLAT OF "GHOST TREE AT PINE CANYON" A SUBDIVISION LOCATED IN TRACT 23 OF THE ESTATES AT PINE CANYON - UNIT ONE, AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF EACH LOT, TRACT, STREET (PRIVATE), AND EASEMENT CONSTITUTING THE SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

SAID SUBDIVISION BEING TRACT 23, "THE ESTATES AT PINE CANYON - UNIT 1" AS RECORDED AT CASE 8 OF MAPS, PAGE 92, COCONINO COUNTY OFFICIAL RECORDS.

EASEMENTS DEDICATED

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, PERPETUAL NON-EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT AS FOLLOWS:

EMERGENCY AND SERVICE VEHICLE ACCESS EASEMENT OVER, ABOVE, UNDER ACROSS AND THROUGH TRACT "A" (ESVAE) FOR PUBLIC USE, INCLUDING WITHOUT LIMITATION, THE RIGHT OF ACCESS FOR EMERGENCY, POLICE, FIRE, PUBLIC SAFETY, REFUSE COLLECTION, UTILITY, AND OTHER SERVICE PERSONNEL AND VEHICLES. GRANTOR SHALL CONSTRUCT AND MAINTAIN THE ESVAE IN ACCORDANCE WITH ENGINEERING STANDARDS FOR HEAVY EQUIPMENT IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

PUBLIC UTILITY EASEMENT OVER, ABOVE, UNDER ACROSS AND THROUGH TRACT "A" (PUE), FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.

WATERLINE EASEMENT (WE) FOR PUBLIC WATER SYSTEMS, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF WATER PIPELINES, MONITORING DEVICES, MANHOLES, VALVES, ACCESS VAULTS, AND SIMILAR FACILITIES.

SEWER LINE EASEMENT (SLE), FOR PUBLIC SEWER SYSTEMS, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF UNDERGROUND SEWER PIPELINES, MONITORING DEVICES, PIPES, MANHOLES, VALVES, AND ACCESS VAULTS.

GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;

a. GRANTOR SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED; AND
b. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
c. IN THE EVENT THE GRANTEE HAS NOTIFIED GRANTOR AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, GRANTEE MAY ISSUE AN ASSESSMENT AGAINST GRANTOR TO RECOVER THE GRANTEE'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST GRANTOR'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
d. GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS GRANTOR'S ADJACENT PROPERTY FOR EASEMENT PURPOSES IF ACCESS CANNOT BE REASONABLY ACHIEVED BY OTHER MEANS.

BINDING EFFECT

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IMPROVEMENTS

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY GRANTOR FOR CITY UTILITIES WITHIN THE EASEMENT AREAS, AND SUCH DEDICATION SHALL BE EFFECTIVE WHEN FORMALLY ACCEPTED BY THE CITY ENGINEER (THE "ACCEPTANCE DATE.").

NOW, THEREFORE, IN WITNESS WHEREOF, GRANTOR HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20__.

TLC PC LAND INVESTORS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY_____

ITS_____

IN WITNESS WHEREOF, GRANTOR(S) HAS/HAVE HEREUNTO CAUSED HIS/HER/THEIR NAME(S) TO BE SIGNED, THIS _____ DAY OF _____, 20__.

TLC PC LAND INVESTORS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY_____

ITS_____

TLC PC LAND INVESTORS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("GRANTOR")

BY: _____

DATE: _____

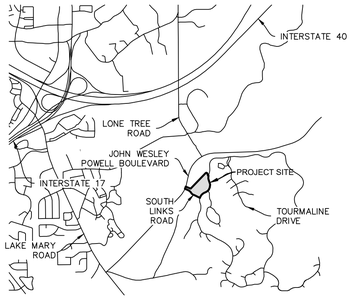
STATE OF ARIZONA)
) SS
COUNTY OF COCONINO)
ON THIS_____DAY OF _____, 20__, BEFORE ME PERSONALLY
APPEARED_____, THE_____, AN_____
FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT

_____
NOTARY PUBLIC

PLAT NOTES

AIRPORT OVERFLIGHT AREA. THE PROPERTY IS LOCATED WITHIN AIRCRAFT OVERFLIGHT AREA AS SHOWN IN THE AIRPORT MASTER PLAN. THIS PROPERTY MAY BE AFFECTED BY NOISE OR EMISSIONS FROM AIRCRAFT.

RESOURCE PROTECTION. A BUILDING ENVELOPE FOR EACH LOT IS SHOWN AND PLATTED HEREON FOR THE PURPOSE OF MAINTAINING RESOURCES IN ACCORDANCE WITH THE ZONING CODE'S RESOURCE PROTECTION OVERLAY DESIGNATION. ALL DEVELOPMENT ON A LOT SHALL OCCUR WITHIN THE BUILDING ENVELOPE, EXCEPT THAT ACCESSORY STRUCTURES THAT COMPLY WITH THE REQUIREMENTS OF THE ZONING CODE MAY BE DEVELOPED OUTSIDE OF THE BUILDING ENVELOPE, PROVIDED THAT NO RESOURCES ARE REMOVED OR ENCROACHED UPON. A MODIFICATION TO A LOT'S BUILDING ENVELOPE THAT COMPLIES WITH THE ZONING CODE MAY BE APPROVED BY THE CITY OF FLAGSTAFF'S PLANNING DIRECTOR AND RECORDED IN COCONINO COUNTY, ARIZONA. ALL APPLICABLE PROVISIONS OF THE ZONING CODE, AS AMENDED, SHALL APPLY.



VICINITY MAP
SCALE: 1" = 1/2 MILE

CITY OF FLAGSTAFF CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ON THE_____ DAY OF _____, 20___.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE INTER-DIVISION STAFF REVIEW OF THE CITY OF FLAGSTAFF, ARIZONA ON THE DAY OF _____, 20___.

BY: _____
CITY ENGINEER

BY: _____
PLANNING DIRECTOR

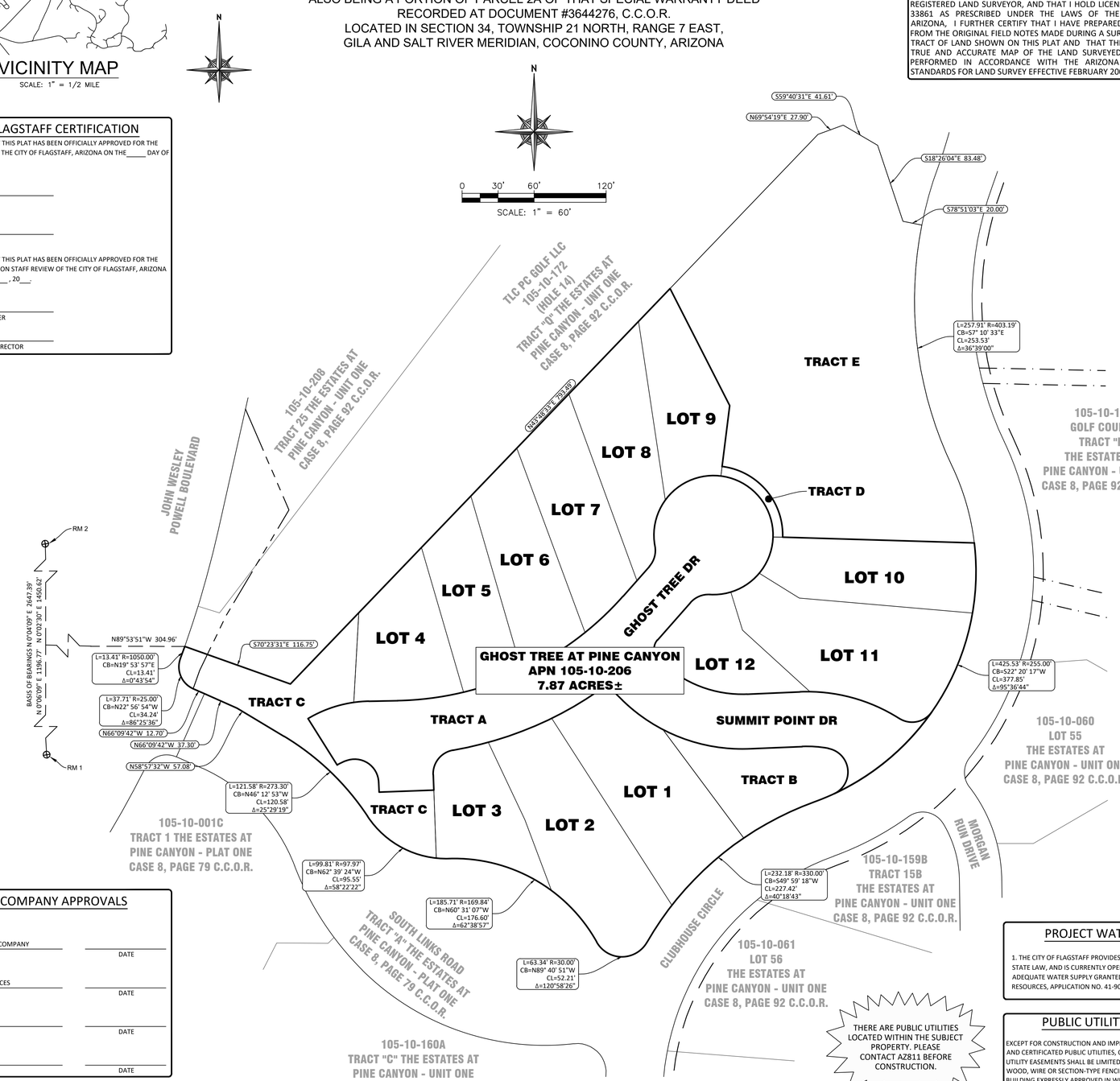
UTILITY COMPANY APPROVALS

ARIZONA PUBLIC SERVICE COMPANY _____ DATE _____

UNISOURCE ENERGY SERVICES _____ DATE _____

CENTURYLINK _____ DATE _____

SPARKLIGHT _____ DATE _____



BASIS OF BEARINGS & BENCHMARKS

THE BASIS OF BEARING FOR THIS SURVEY IS ON THE CITY OF FLAGSTAFF LOCAL DATUM AND THE NAVD 88 VERTICAL DATUM AND IS N 00° 04' 09" EAST 2647.39' ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 34 BETWEEN THE WEST QUARTER CORNER (RM 1) MARKED BY A BLM BRASS CAP DATED 1965 AND THE NORTHWEST CORNER (RM 2)MARKED BY A BLM BRASS CAP DATED 1965.

REFERENCE MARK	NORTHING	EASTING	ELEVATION(88)
RM 1	38853.27	31698.75	6991.57
RM 2	41500.83	31702.05	6927.21

THE COORDINATE SYSTEM FOR THIS PROJECT IS THE CITY OF FLAGSTAFF LOCAL COORDINATE SYSTEM MODIFIED FROM ARIZONA STATE PLANE CENTRAL ZONE. THE PROJECT IS DESIGNED ON THE NAVD 88 ELEVATION.

SURVEYOR'S CERTIFICATE:

I, THOMAS A. LIUZZO, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 33861 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF ARIZONA, I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT FROM THE ORIGINAL FIELD NOTES MADE DURING A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED AND WAS PERFORMED IN ACCORDANCE WITH THE ARIZONA MINIMUM STANDARDS FOR LAND SURVEY EFFECTIVE FEBRUARY 2002.

DEDICATIONS BY THE DEVELOPER

STATE OF ARIZONA

COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS: THAT TLC PC LAND INVESTORS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,AS OWNER, HAS SUBDIVIDED UNDER THE NAME, "GHOST TREE AT PINE CANYON" A SUBDIVISION LOCATED IN TRACT 23 OF THE ESTATES AT PINE CANYON - UNIT ONE BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS FOR THE PLAT OF "GHOST TREE AT PINE CANYON," AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES DIMENSIONS OF EACH LOT, TRACT, STREET (PRIVATE), AND EASEMENT CONSTITUTES THE SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

SAID SUBDIVISION BEING TRACT 23, "THE ESTATES AT PINE CANYON - UNIT ONE" AS RECORDED AT CASE 8 OF MAPS, PAGE 92, COCONINO COUNTY OFFICIAL RECORDS.

IN ADDITION TO THE DEDICATIONS TO THE CITY OF FLAGSTAFF, ARIZONA, THE GRANTOR HEREBY DEDICATES THE FOLLOWING:

1. TRACT "A" IS HEREBY DEDICATED TO THE THE HOMEOWNER'S ASSOCIATION FOR USE AS A PRIVATE ROAD FOR INGRESS AND EGRESS, DRAINAGE, UTILITIES AND LANDSCAPING.
2. TRACT "B" IS HEREBY DEDICATED TO THE HOMEOWNER'S ASSOCIATION FOR OPEN SPACE & DRAINAGE.
3. TRACT "C" IS HEREBY DEDICATED TO THE HOMEOWNER'S ASSOCIATION FOR OPEN SPACE, DRAINAGE AND GOLF COURSE USE.
4. TRACT "D" ARE HEREBY DEDICATED THE HOMEOWNER'S ASSOCIATION FOR SLOPE EASEMENT, NON VEHICULAR ACCESS, OPEN SPACE & DRAINAGE.
5. TRACT "E" IS RESERVED BY THE DEVELOPER FOR FUTURE DEVELOPMENT.
6. THE EASEMENTS AS SHOWN HEREON ARE FOR THE USES DESCRIBED FOR EACH, RESPECTIVELY, AND ARE DETAILED AS FOLLOWS:
   A. EASEMENT #1 IS FOR GOLF COURSE USE.
   B. EASEMENT 2A AND 2B ARE FOR PRIVATE DRAINAGE.
   C. EASEMENT SG1 & SG2 ARE RESERVED FOR SIGNAGE (SG).
7. ALL LOTS WITHIN THIS SUBDIVISION REQUIRES THE INSTALLATION OF INDIVIDUAL PRIVATE GRINDER PUMPS (E/ONE EXTREME SERIES OR APPROVED EQUAL). ALL LOT OWNERS ARE RESPONSIBLE FOR INSTALLING THEIR INDIVIDUAL PRIVATE GRINDER PUMPS TO THE MANUFACTURERS SPECIFICATIONS. THESE INDIVIDUAL PRIVATE GRINDER PUMPS WILL CONVEY SEWAGE THROUGH A PRIVATE LOW PRESSURE SERVICE LINE INSTALLED BY EACH INDIVIDUAL LOT OWNER AND CONNECT TO THE PUBLIC SEWER SERVICE STUB PLACED AT EACH INDIVIDUAL LOT.
8. THIS SUBDIVISION SHALL BE SUBJECT TO AND TOGETHER WITH ALL DECLARATIONS, COVENANTS, RESERVATIONS & RESTRICTIONS WITHIN THE EXISTING DOCUMENTS FOR THE SUBJECT PROPERTY ON FILE WITHIN THE COCONINO COUNTY OFFICIAL RECORDS. THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "THE ESTATES AT PINE CANYON ARE RECORDED AT DOCUMENT NUMBER 3171314, COCONINO COUNTY OFFICIAL RECORDS, DATED NOVEMBER 22, 2002, AND AT DOCUMENT NUMBER 3216111, COCONINO COUNTY OFFICIAL RECORDS, DATED AUGUST 8, 2003, WHICH SAID SUBDIVISION SHOWN AND PLATTED HEREIN IS A PART OF THE PARCEL(S) REFERRED TO IN THE RECITALS THEREOF, AND THERE MAY BE HEREAFTER PUBLISHED DESIGN GUIDELINES THAT MAY BE OR MAY NOT BE RECORDED THAT SAID LOTS WOULD BE SUBJECT TO AND AMENDMENTS TO THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AND MAY INCLUDE THE GRANT OF EASEMENT AND OTHER RIGHTS FOR THE PURPOSE OF REGULATING ANY LOTS OR TRACTS WITHIN THE ABOVE DESCRIBED PREMISES.

NOW, THEREFORE, IN WITNESS WHEREOF, GRANTOR HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 20__.

TLC PC LAND INVESTORS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY_____

ITS_____

IN WITNESS WHEREOF, GRANTOR(S) HAS/HAVE HEREUNTO CAUSED HIS/HER/THEIR NAME(S) TO BE SIGNED, THIS_____ DAY OF _____, 20__.

TLC PC LAND INVESTORS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY_____

ITS_____

TLC PC LAND INVESTORS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY ("GRANTOR")

BY: _____

DATE: _____

STATE OF ARIZONA)
) SS
COUNTY OF COCONINO)
ON THIS_____DAY OF _____, 20__, BEFORE ME PERSONALLY
APPEARED_____, THE_____, AN_____
FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIM TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT.

_____
NOTARY PUBLIC

SHEET INDEX

1	SITE OVERVIEW
2	LOTTING PLAN
3	BUILDING ENVELOPES PLAN
4	BUILDING ENVELOPE GEOMETRIC TABLES

TRACT AREAS

A	56,806.16 S.F. OR 1.30 ACRES±
B	10,541.32 S.F. OR 0.24 ACRES±
C	16302.25 S.F. OR 0.37 ACRES±
D	988.93 S.F. OR 0.02 ACRES±
E	83947.89 S.F. OR 1.93 ACRES±

PROJECT INFORMATION

CLIENT:
TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD SUITE 335
SCOTTSDALE, ARIZONA 85253
(602) 616-6828

ENGINEER / SURVEYOR:
GRANITE BASIN ENGINEERING, INC.
1981 COMMERCE CENTER CIRCLE, SUITE B
PRESCOTT, ARIZONA 86301
(928) 717-0171
THOMAS A. LIUZZO, RLS #33861

SITE DATA:
ASSESSOR PARCEL NUMBER(S)
105-10-206
3201 SOUTH CLUBHOUSE CIRCLE
FLAGSTAFF, AZ 86005
7.87 AC ±
12 LOTS
1.52 UNITS PER ACRE

ZONING NOTE:
CITY OF FLAGSTAFF ZONING INFORMATION
R1; SINGLE FAMILY RESIDENTIAL
(SEE BUILDING ENVELOPE DATA, SHEETS 3 & 4)

PROJECT WATER INFORMATION

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

PUBLIC UTILITY EASEMENT NOTE

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION-TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REVISIONS

NUM.	DESCRIPTION	DATE	BY

☐ FOR REVIEW ONLY ☐ FOR BID ONLY ☒ FOR APPROVAL ONLY ☒ FOR RECORDING ONLY ☐ FOR CONSTRUCTION ONLY ☐ FOR AS-BUILT ONLY

GRANITE BASIN ENGINEERING, INC.
1981 COMMERCE CENTER CIRCLE, SUITE B PRESCOTT, ARIZONA 86301
PH: (928) 717-0171 FAX: (928) 717-0181 ARIZONA ROC 331611
EMAIL: TOM@GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD, SUITE 335
SCOTTSDALE, ARIZONA 85253

FINAL PLAT FOR
GHOST TREE AT PINE CANYON
SITE OVERVIEW

THOMAS A. LIUZZO
33861
CERTIFICATE NO.
EXPIRES 6/30/23
REGISTERED LAND SURVEYOR
STATE OF ARIZONA

JOB:	19009
DATE:	12/13/2022
SCALE:	AS SHOWN
DRAWN:	TL/TRL
DESIGN:	TS
CHECKED:	TL

1

SHEET 1 OF 4

FILE: Z:\Projects\PINE CANYON\PROJECTS\19009 PC Tract 23 GHOST TREE\DWG\FPLAT\19009-01-FPLAT-COVER.dwg <<C3D_Imperial>>

PLOTTED: Dec 13, 2022 – 8:58am

FILE: Z:\Projects\PINE CANYON\PROJECTS\19009 PC Tract 23 GHOST TREE\DWG\PLAT\19009-02-FPLAT-LOTS.dwg <<3D_Imperial>>

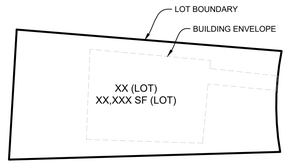
FINAL PLAT FOR

GHOST TREE AT PINE CANYON

BEING TRACT 23 OF

THE ESTATES AT PINE CANYON - UNIT 1

3201 SOUTH CLUBHOUSE CIRCLE, APN 105-10-206
TRACT 23 OF THE ESTATES AT PINE CANYON UNIT 1, CASE 8 MAP 92C, C.C.O.R.
ALSO BEING A PORTION OF PARCEL 2A OF THAT SPECIAL WARRANTY DEED
RECORDED AT DOCUMENT #3644276, C.C.O.R.
LOCATED IN SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST,
GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



TYPICAL LOT DETAIL
NOT TO SCALE

THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.

N

0 25' 50' 100'
SCALE: 1" = 50'

LEGEND

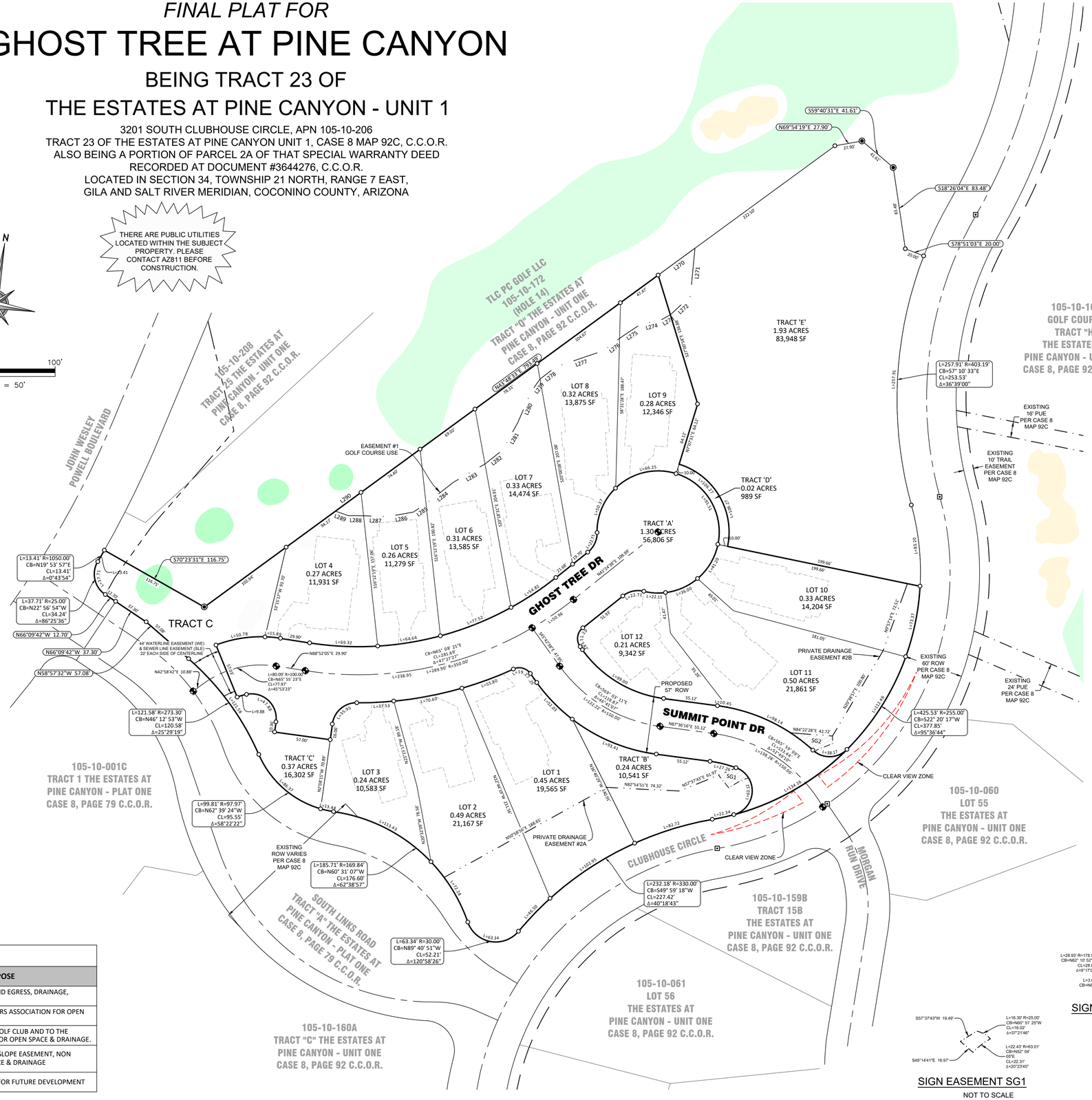
◉	FOUND 1/2" REBAR & CAP RLS 23372
⊕	BLM BRASS CAP DATED 1965
⊡	CENTERLINE MONUMENT 2" ALUMINUM CAP
○	PROPERTY CORNER TO BE SET 1/2" REBAR & CAP RLS 33861
◆	CENTERLINE MONUMENT TO BE SET BRASS CAP WITH MARKINGS RLS 33861
S45°45'45"W 45.00'	PROPOSED LOT DATA BASED ON CALCULATIONS
S73°15'32"W 86.18'	PARENT PARCEL DATA BASED ON FIELD SURVEY
|S55°55'55"W 50.00'|R	RECORD DATA; CASE 9 OF MAPS PAGE 28 OF C.C.O.R.
	DRAINAGE EASEMENT
	SLOPE EASEMENT
	SEWER EASEMENT
	TRAIL EASEMENT
	PROJECT BOUNDARY
	RIGHT-OF-WAY
	ADJACENT PARCELS
7000	EXISTING INDEX CONTOUR
	INTERMEDIATE CONTOUR
	BUILDING ENVELOPES
	CENTERLINE
	GOLF COURSE USE EASEMENT

LOT SUMMARY

LOT #	AREA (SF)	AREA (AC)
389	19,565	0.45
390	21,167	0.49
391	10,583	0.24
392	11,931	0.27
393	11,279	0.26
394	13,585	0.31
395	14,474	0.33
396	13,875	0.32
397	12,346	0.28
398	14,204	0.33
399	21,861	0.50
400	9,342	0.21

TRACT SUMMARY

TRACT	AREA (SF)	AREA (AC)	PURPOSE
A	56,806	1.30	PRIVATE ROAD FOR INGRESS AND EGRESS, DRAINAGE, UTILITIES AND LANDSCAPING.
B	10,541	0.24	RESERVED TO THE HOMEOWNERS ASSOCIATION FOR OPEN SPACE & DRAINAGE
C	16,301	0.37	RESERVED FOR PINE CANYON GOLF CLUB AND TO THE HOMEOWNERS ASSOCIATION FOR OPEN SPACE & DRAINAGE.
D	989	0.02	RESERVED TO DEVELOPER FOR SLOPE EASEMENT, NON VEHICULAR ACCESS, OPEN SPACE & DRAINAGE
E	83,948	1.93	RESERVED TO THE DEVELOPER FOR FUTURE DEVELOPMENT



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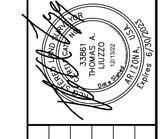
GRANITE BASIN ENGINEERING, INC.
190 CONCHO DR. CLYDE, ARIZONA 86433 PH: 928.737.2571 FAX: 928.737.2581 WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD, SUITE 335
SCOTTSDALE, ARIZONA 85253

FINAL PLAT FOR
GHOST TREE AT PINE CANYON
LOTTING PLAN



JOB:	19009
DATE:	12/13/2022
SCALE:	AS SHOWN
DRAWN:	TL/TRL
DESIGN:	TS
CHECKED:	TL

2

SHEET 2 OF 4

PLOTTED: Dec 13, 2022 – 8:56am

FINAL PLAT FOR

GHOST TREE AT PINE CANYON

BEING TRACT 23 OF

THE ESTATES AT PINE CANYON - UNIT 1

3201 SOUTH CLUBHOUSE CIRCLE, APN 105-10-206
TRACT 23 OF THE ESTATES AT PINE CANYON UNIT 1, CASE 8 MAP 92C, C.C.O.R.
ALSO BEING A PORTION OF PARCEL 2A OF THAT SPECIAL WARRANTY DEED
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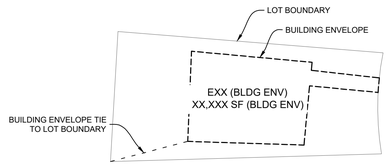
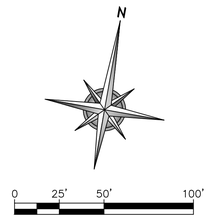
LOCATED IN SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST,
GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

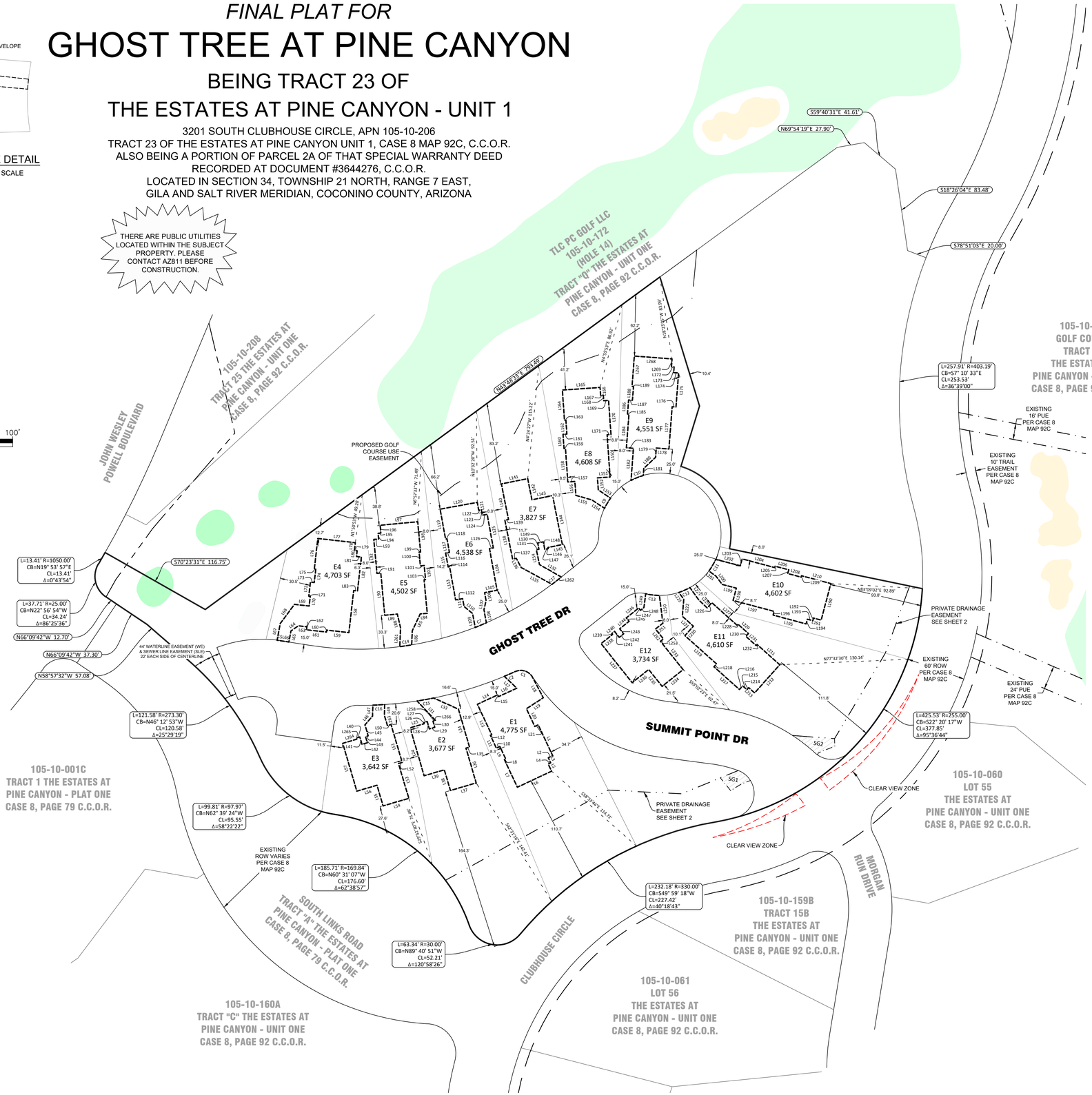


TYPICAL BUILDING ENVELOPE DETAIL

NOT TO SCALE

THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.





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GRANITE BASIN ENGINEERING, INC
CIVIL ENGINEERING • LAND PLANNING
1501 COMMERCE CENTER BLVD. • FLAGSTAFF, ARIZONA 86001
PH: (928) 213-0213 • FAX: (928) 213-0241
WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD, SUITE 335
SCOTTSDALE, ARIZONA 85253

FINAL PLAT FOR
GHOST TREE AT PINE CANYON
BUILDING ENVELOPES PLAN

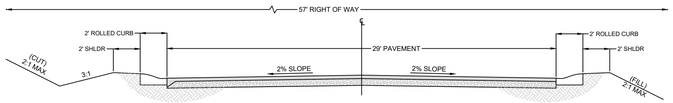
JOB:	19009
DATE:	12/13/2022
SCALE:	AS SHOWN
DRAWN:	TL/TRL
DESIGN:	TS
CHECKED:	TL

3

SHEET 3 OF 4

FILE: Z:\Projects\PINE CANYON\PROJECTS\19009 PC Tract 23 GHOST TREE\DWG\FPLAT\19009-03-FPLAT-BE.dwg <<3D_Imperial>>

PLOTTED: Dec 13, 2022 – 8:55am



LOCAL RESIDENTIAL STREET SECTION

SCALE: 3/16" = 1'

-CUL-DE-SAC PER COF FD AMENDMENTS TO 2018 IFC SECTION 503.2.4
-LOCAL RESIDENTIAL STREET SECTION PER TABLE 13-10-011-01 CITY CODE WITHOUT SIDEWALK
-10% MAXIMUM ROADWAY SLOPE ALLOWED
-'FIRE LANE - NO PARKING' SIGNS SHALL BE PLACED PER COF FIRE DEPARTMENT REQUIREMENTS

FINAL PLAT FOR

GHOST TREE AT PINE CANYON

BEING TRACT 23 OF

THE ESTATES AT PINE CANYON - UNIT 1

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GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

PARENT PROPERTY SLOPE DATA							
RANGE	AREA	ALLOWABLE DISTURBANCE		INFRASTRUCTURE DISTURBANCE		BALANCE (ALLOWABLE LOT DISTURBANCE)	
(%)	(SF)	(%)	(SF)	(%)	(SF)	(%)	(SF)
17 - 24.99%	88,711	30%	26,613	9%	7,823	21%	18,790
25 - 34.99%	25,989	20%	5,198	10%	2,610	10%	2,588
> 35% (*)	0	-	-	-	-	-	-
TOTALS	114,700		31,811		10,433		21,378

FOREST RESOURCE PROTECTION DATA		
FOREST RESOURCES	POINTS	%
PARENT PROPERTY TOTAL AVAILABLE FOREST RESOURCE CREDIT POINTS (SEE SHEET 8)	529	100.00%
FOREST RESOURCE CREDIT POINTS, PROTECTED OUTSIDE OF BUILDING ENVELOPES, DERIVED FROM TREE SURVEY (SEE SHEET 8)	242	45.75%
FOREST RESOURCE CREDIT POINTS DERIVED FROM PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)	26	4.91%
TOTAL PROTECTED FOREST RESOURCE CREDIT POINTS	268	50.66%

LOT 1 (E1)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L20	19.79	S35° 06' 23"E	
L19	20.37	S46° 52' 11"W	
L18	24.76	S37° 33' 43"E	
C1	19.27	78.86	14.00
C2	11.80	1.79	378.50
L17	17.48	N56° 17' 36"W	
L16	20.42	N55° 09' 15"E	
L15	2.00	S34° 58' 34"E	
L14	22.64	N55° 09' 15"E	
L13	34.15	N35° 06' 23"W	
L12	1.46	N54° 53' 37"E	
L11	14.36	N35° 06' 23"W	
L10	3.89	S54° 53' 37"W	
L9	14.00	N35° 11' 18"W	
L8	1.46	N54° 53' 37"E	
L7	30.83	N35° 06' 23"W	
L21	3.92	N54° 53' 37"E	
L6	38.29	S54° 53' 37"W	
L5	8.00	S35° 06' 23"E	
L4	2.77	S54° 53' 37"W	
L3	5.73	S35° 06' 23"E	
L2	4.93	S54° 53' 37"W	
L1	34.62	S35° 06' 23"E	

LOT 2 (E3)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L27	3.53	N63° 39' 09"E	
L33	27.50	S75° 59' 15"E	
L31	27.18	N53° 36' 44"W	
L30	6.51	N26° 20' 51"W	
L29	5.73	N63° 39' 09"E	
L28	7.78	S26° 20' 51"E	
L38	21.83	N26° 20' 51"W	
L37	27.23	S63° 39' 09"W	
L35	3.77	S63° 39' 09"W	
L34	40.16	S26° 20' 51"E	
L39	21.33	S63° 39' 09"W	
L24	50.61	N26° 20' 51"W	
L25	14.89	N63° 39' 09"E	
L26	1.26	N26° 20' 51"W	
C15	17.06	2.89	338.18
L266	2.73	S63° 39' 09"W	

LOT 3 (E3)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L57	50.61	N26° 22' 49"W	
L56	21.33	S63° 37' 11"W	
L55	21.83	N26° 22' 49"W	
L54	27.19	S63° 37' 11"W	
L53	36.78	S26° 32' 24"E	
L52	3.91	S63° 37' 11"W	
L51	40.16	S26° 22' 49"E	
L50	3.81	N63° 37' 11"E	
L49	10.94	S08° 33' 12"E	
L47	11.01	N08° 33' 12"W	
L46	11.77	N31° 03' 26"E	
L40	3.53	N63° 37' 11"E	
L42	5.73	N63° 37' 11"E	
L41	7.78	S26° 22' 49"E	
L45	11.67	N26° 22' 49"W	
L44	2.73	N63° 37' 11"E	
L43	6.51	N26° 22' 49"W	
C16	12.04	1.82	378.50
L263	10.77	N26° 22' 49"W	
L264	14.89	S63° 37' 11"W	
L265	1.26	S26° 22' 49"E	

LOT 4 (E4)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L70	9.89	N03° 32' 26"W	
L69	15.00	N86° 27' 34"E	
L68	24.26	N26° 27' 34"E	
L67	17.20	N00° 30' 48"E	
C5	4.61	2.05	128.50
L66	7.41	S88° 52' 05"W	
L65	11.39	S00° 34' 43"W	
L64	9.18	S45° 20' 29"W	
L63	8.61	S86° 27' 34"W	
L62	3.07	N03° 32' 26"W	
L61	20.42	S86° 27' 34"W	
L60	2.00	S03° 32' 26"E	
L59	22.64	S86° 27' 34"W	
L76	30.83	N03° 32' 26"W	
L75	1.46	S86° 27' 34"W	
L74	14.00	N03° 27' 31"W	
L73	3.89	N86° 27' 34"E	
L72	14.36	N03° 32' 26"W	
L71	1.46	S86° 27' 34"W	
L81	4.93	N86° 27' 34"E	
L80	5.73	S03° 32' 26"E	
L79	2.77	N86° 27' 34"E	
L78	8.00	S03° 32' 26"E	
L77	38.29	N86° 27' 34"E	
L82	34.62	S03° 32' 26"E	
L83	3.92	S86° 27' 34"W	
L58	42.98	S03° 32' 26"E	

LOT 5 (E5)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L96	8.00	N15° 18' 46"W	
L94	5.73	N15° 18' 46"W	
L95	2.77	N74° 41' 14"E	
L93	4.93	N74° 41' 14"E	
L91	3.92	S74° 41' 14"W	
L92	34.62	N15° 18' 46"W	
L90	42.98	N15° 18' 46"W	
L89	12.84	S74° 41' 14"W	
L88	14.42	N23° 05' 09"W	
L86	14.37	S06° 50' 54"E	
L85	18.88	S15° 01' 57"W	
L84	7.17	S74° 41' 14"W	
L103	1.46	S74° 41' 14"W	
L102	14.36	S15° 18' 46"E	
L101	3.89	N74° 41' 14"E	
L100	14.00	S15° 23' 40"E	
L99	1.46	S74° 41' 14"W	
L98	30.83	S15° 18' 46"E	
L97	38.29	N74° 41' 14"E	
L261	19.03	S07° 29' 05"E	
C7	12.26	2.19	321.50

LOT 6 (E6)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L113	34.15	N20° 18' 31"W	
L112	7.18	S69° 41' 29"W	
L111	8.16	N20° 18' 31"W	
L110	11.27	N60° 29' 30"W	
L109	14.31	N20° 36' 22"W	
C7	12.26	2.19	321.50
L108	13.50	S20° 36' 22"E	
L107	9.76	S02° 32' 18"W	
L106	8.01	S20° 18' 31"E	
L105	12.83	S69° 41' 29"W	
L104	42.98	S20° 18' 31"E	
L114	1.46	S69° 41' 29"W	
L116	3.89	N69° 41' 29"E	
L115	14.36	N20° 18' 31"W	
L117	14.00	N20° 13' 36"W	
L119	30.83	N20° 18' 31"W	
L118	1.46	S69° 41' 29"W	
L126	3.92	S69° 41' 29"W	
L125	34.62	S20° 18' 31"E	
L124	4.93	N69° 41' 29"E	
L123	5.73	S20° 18' 31"E	
L122	2.77	N69° 41' 29"E	
L121	8.00	S20° 18' 31"E	
L120	38.29	N69° 41' 29"E	

LOT 7 (E7)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L136	10.61	N37° 58' 46"W	
L135	35.57	N71° 23' 30"W	
L132	25.54	S70° 16' 21"E	
L131	2.73	S68° 41' 45"W	
L130	6.51	S21° 18' 15"E	
L139	3.77	N68° 41' 45"E	
L137	3.81	S68° 41' 45"W	
L138	40.16	N21° 18' 15"W	
L140	36.78	N21° 18' 15"W	
L142	21.83	S21° 18' 15"E	
L141	27.23	N68° 41' 45"E	
L149	5.73	S68° 41' 45"W	
L148	7.78	N21° 18' 15"W	
L147	3.53	S68° 41' 45"W	
L146	1.26	S21° 18' 15"E	
L145	14.89	S68° 41' 45"W	
L143	21.33	N68° 41' 45"E	
L144	50.61	S21° 18' 15"E	
L262	4.87	N41° 24' 38"E	
C17	7.13	1.27	321.50

LOT 8 (E8)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L171	3.92	S75° 59' 27"W	
L170	34.62	S14° 00' 33"E	
L169	4.93	N75° 59' 27"E	
L168	5.73	S14° 00' 33"E	
L167	2.77	N75° 59' 27"E	
L166	8.00	S14° 00' 33"E	
L165	38.29	N75° 59' 27"E	
L163	1.46	S75° 59' 27"W	
L164	30.83	N14° 00' 33"W	
L162	14.00	N13° 55' 39"W	
L161	3.89	N75° 59' 27"E	
L160	14.36	N14° 00' 33"W	
L159	1.46	S75° 59' 27"W	
L158	34.15	N14° 00' 33"W	
L157	7.17	S75° 59' 27"W	
L156	14.13	N14° 00' 33"W	
L155	17.17	N84° 00' 01"W	
L154	15.15	N66° 03' 37"W	
C9	12.04	11.12	62.00
L153	15.05	S66° 03' 37"E	
L152	12.18	S14° 00' 33"E	
L151	12.84	S75° 59' 27"W	
L150	42.98	S14° 00' 33"E	

LOT 9 (E9)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
C10	13.42	12.40	62.00
L181	7.25	S05° 39' 20"E	
L180	16.41	S36° 41' 01"W	
L179	9.38	S05° 39' 20"E	
L178	12.84	S84° 20' 40"W	
L177	42.98	S05° 39' 20"E	
L176	3.92	S84° 20' 40"W	
L175	34.62	S05° 39' 20"E	
L174	4.93	N84° 20' 40"E	
L173	5.73	S05° 39' 20"E	
L184	34.15	N05° 39' 20"W	
L183	7.17	S84° 20' 40"W	
L182	32.70	N05° 39' 20"W	
L185	1.46	S84° 20' 40"W	
L172	2.77	N84° 20' 40"E	
L189	1.46	S84° 20' 40"W	
L188	14.00	N05° 34' 26"W	
L187	3.89	N84° 20' 40"E	
L186	14.36	N05° 39' 20"W	
L267	30.83	S05° 39' 20"E	
L268	38.29	S84° 20' 40"W	
L269	8.00	N05° 39' 20"W	

LOT 10 (E10)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L210	30.83	S85° 03' 17"E	
L209	1.46	N04° 56' 43"E	
L208	14.00	S84° 58' 22"E	
L207	3.89	S04° 56' 43"W	
L206	14.36	S85° 03' 17"E	
L205	1.46	N04° 56' 43"E	
L204	34.15	S85° 03' 17"E	
L203	7.16	N04° 56' 43"E	
L202	25.78	S85° 41' 04"E	
C11	13.61	12.58	62.00
L201	8.82	N64° 24' 56"W	
L200	10.49	N46° 16' 49"W	
L190	38.29	S04° 56' 43"W	
L199	15.00	N85° 03' 17"W	
L198	12.85	N04° 56' 43"E	
L197	42.98	N85° 03' 17"W	
L196	3.92	N04° 56' 43"E	
L195	34.62	N85° 03' 17"W	
L194	4.93	S04° 56' 43"W	
L193	5.73	N85° 03' 17"W	
L191	8.00	N85° 03' 17"W	

LOT 11 (E11)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L226	7.16	N31° 50' 29"E	
L225	11.75	S56° 06' 24"E	
L224	15.34	S45° 37' 48"E	
C12	12.29	11.35	62.00
L223	8.51	N45° 37' 48"W	
L222	17.33	N05° 25' 01"W	
L221	15.00	N58° 09' 31"W	
L220	12.85	N31° 50' 29"E	
L227	34.15	S58° 09' 31"E	
L228	1.46	N31° 50' 29"E	
L230	3.89	S31° 50' 29"W	
L231	14.00	S58° 04' 36"E	
L229	14.36	S58° 09' 31"E	
L211	30.83	S58° 09' 31"E	
L232	1.46	N31° 50' 29"E	
L212	38.29	S31° 50' 29"W	
L216	4.93	S31° 50' 29"W	
L215	5.73	N58° 09' 31"W	
L214	2.77	S31° 50' 29"W	
L213	8.00	N58° 09' 31"W	
L217	34.62	N58° 09' 31"W	
L218	3.92	N31° 50' 29"E	
L219	42.98	N58° 09' 31"W	

LOT 12 (E12)

BUILDING ENVELOPE DATA

SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L252	12.82	S48° 35' 22"E	
L251	9.52	S41° 24' 38"W	
L250	28.37	S16° 57' 56"E	
C13	14.08	13.01	62.00
L249	14.10	N02° 50' 42"W	
L248	4.46	N41° 24' 38"E	
L247	2.99	S48° 35' 22"E	
L246	16.03	N41° 24' 38"E	
L245	4.50	N48° 35' 22"W	
L244	12.16	N41° 24' 38"E	
L243	6.51	N48° 35' 22"W	
L242	5.73	N41° 24' 38"E	
L241	7.78	S48° 35' 22"E	
L240	3.53	N41° 24' 38"E	
L239	1.26	N48° 35' 22"W	
L238	14.89	N41° 24' 38"E	
L237	50.61	N48° 35' 22"W	
L236	21.33	S41° 24' 38"W	
L235	21.83	N48° 35' 22"W	
L253	3.77	S41° 24' 38"W	
L233	36.78	S48° 35' 22"E	
L234	27.23	S41° 24' 38"W	

GOLF EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
L271	49.24'	S04° 29' 27"E
L272	27.54'	S37° 42' 54"W
L273	9.58'	S50° 06' 02"W
L274	23.56'	S66° 15' 34"W
L275	24.50'	S46° 10' 18"W
L276	19.87'	S41° 42' 22"W
L277	52.17'	S61° 06' 40"W
L278	20.00'	S42° 12' 24"W
L279	15.91'	S25° 02' 59"W
L280	34.04'	S13° 18' 27"W
L281	31.47'	S18° 44' 15"W
L282	23.06'	S41° 45' 19"W
L283	36.70'	S49° 51' 43"W
L284	35.56'	S42° 12' 29"W
L285	15.62'	S45° 58' 40"W
L286	26.11'	S69° 58' 42"W
L287	24.82'	S81° 51' 16"W
L288	15.57'	S80° 30' 07"W
L289	13.78'	N80° 29' 17"W
L270	46.34'	N43° 48' 33"E
L290	32.18'	N43° 48' 33"E

Call at least two full working days before you begin excavation
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REVISIONS

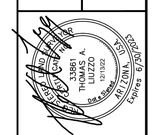
NUM.	DESCRIPTION	DATE	BY

☐ FOR REVIEW ONLY
☐ FOR BID ONLY
☒ FOR APPROVAL ONLY
☒ FOR RECORDING ONLY
☐ FOR CONSTRUCTION ONLY
☐ FOR AS-BUILT ONLY

GRANITE BASIN ENGINEERING, INC.
CIVIL ENGINEERING & LAND PLANNING
19815 COMMERCE CENTER DRIVE, SUITE 201, SURPRISE, ARIZONA 85387
PH: (928) 237-0171 FAX: (928) 237-0181
WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD, SUITE 335
SCOTTSDALE, ARIZONA 85253

FINAL PLAT FOR
GHOST TREE AT PINE CANYON
BUILDING ENVELOPE GEOMETRIC TABLES



JOB:	19009
DATE:	12/13/2022
SCALE:	AS SHOWN
DRAWN:	TL/TRL
DESIGN:	TS
CHECKED:	TL

4

SHEET 4 OF 4

FILE: Z:\Projects\PINE CANYON\PROJECTS\19009 PC Tract 23 GHOST TREE\DWG\FPLAT\19009-04-FPLAT-TABLES.dwg <<C3D_Imperial>>

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 Arizona, hereinafter referred to as CITY; and TLCPC Investors LLC _____ Subdivider, hereinafter referred to as SUBDIVIDER.

WITNESSETH

WHEREAS, TLCPC Land Investors (Subdivider) desires to subdivide property within the City of Flagstaff, Arizona known as Pine Canyon "Ghost Tree" Plat; 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 preliminary 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 hereto 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

Partner
Subdivider/Title

STATE OF ARIZONA)
) ss
County of Coconino)

SUBSCRIBED AND SWORN to before me this 24 day of October, 2022 by Todd Severson.

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

My Commission expires: 4/21/24

Notary Public

Dated this _____ day of _____ 20_____ in Flagstaff, Coconino County, Arizona.

By: _____
Mayor

ATTEST:

_____
City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Edward Schenk, Water Services Manager - Stormwater

Co-Submitter: Rick Tadder

Date: 12/29/2022

Meeting Date: 01/03/2023

TITLE:

Consideration and Approval of Contract: Ratification of a Contract for Professional Services with Water Resources Economics in an Amount Not to Exceed $65,000 for a Stormwater Utility Rate Adjustment Study

STAFF RECOMMENDED ACTION:

1. Staff recommends Ratification of a Contract for Professional Services with Water Resources Economics in an Amount not to Exceed $65,000 for a Stormwater Utility Rate Adjustment Study; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Stormwater Utility is funded through a Stormwater utility rate implemented in 2003. The City began working with Water Resources Economics (WRE) to conduct a stormwater utility rate assessment in the spring of 2022. The purpose of the arrangement was to determine the necessary rate income needed to support post-wildfire flood response, flood mitigation, capital improvements, and operations and maintenance of new regional flood control detention basins.

WRE conducted work and assisted staff to present utility rate scenarios to the City Council on October 25, 2022 and November 15, 2022 at City Council meetings. At the November 15 meeting the City Council directed staff to return on January 31, 2023, to present additional model scenarios. Staff has continued to engage WRE in preparation for the upcoming presentation to City Council. The overall cost of for the services will exceed $50,000, thereby, necessitating that City Council ratify the underlying arrangement.

Financial Impact:

The $65,000 "not to exceed" compensation for the contract will be charged to 206-08-331-1250-0-4206 in the Stormwater Fund's operations program in Fiscal Year 2022-2023. As this contract was not budgeted for as part of the FY2022-23 budget, capital reserves in 202-08-370-3177-0-4421 will be utilized for budget appropriation purposes.

Policy Impact:

Consideration of the level of funding for Stormwater operations and flood mitigation capital projects.

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

Priority Based Budgeting Priorities

- Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system
- High Performing Governance: Enhance the organization's fiscal stability & increase efficiency & effectiveness

Regional Plan:

- Goal WR.2.2 Maintain and develop facilities to provide reliable, safe and cost-effective stormwater services.

Carbon Neutrality Plan

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

Community Resilience: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Has There Been Previous Council Decision on This:

1. On August 23, 2022, the City Council adopted Resolution 2022-44, a Notice of Intent to increase Water Services rates or rate components, fees or service charges.
2. On October 25, 2022, during the City Council Work Session, staff and WRE presented results of the Stormwater Rate Adjustment Report and current scenarios for utility rate increases.
3. On November 15, 2022, during the City Council Work Session, staff and WRE presented three (3) utility rate scenarios based on recommendations and requests from the October 25 meeting. City Council deferred a decision until January 31, 2023 and requested further utility rate scenarios.

Options and Alternatives:

1. Ratify the Contract for Professional Services with Water Resources Economics in an Amount Not to Exceed $65,000 for services provided and additional adjustment study modeling, scenario building, and reporting; or
2. Reject the Contract which would delay the presentation of the additional information at the January 31, 2023 Work Session.

Background/History:

The Stormwater Section was created in 2003 as a separate utility. The utility has undergone many changes since its inception, including, a drastic increase in expenses and level of service following the Museum Fire of 2019 and Pipeline Fire of 2022. Staff has asserted the need for an increase in the rate because of the cost to respond to those fires, inflationary pressure, increased infrastructure maintenance needs, and continued flood response costs. For example, the ability to fund the Highway 180 at Schultz Creek Culvert projects and the ability to maintain flood basins as they collect sediment and debris from the fire burn areas. This necessary maintenance will include the Killip School Regional Detention Basins, Schultz Creek Basins, Francis Short Pond Basin and Park Way Basins.

WRE was engaged to evaluate the utility rate and has conducted research and made presentations to the City Council. Now, the City Council has requested additional information which will raise the overall cost of for the services above $50,000, thereby, necessitating that City Council ratify the underlying arrangement.

Key Considerations:

Current Stormwater utility rates are insufficient for continuing pre-monsoon season flood preparation or monsoon flood response. The services provided by WRE to conduct a rate study is required for adjusting Stormwater rates in an equitable, transparent, and planned fashion.

Attachments: Contract for Professional Services

RATIFICATION OF CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 2023-77

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 Water Resources Economics, a California Limited Liability Company ("Consultant").

WHEREAS, the City has engaged the professional services of Consultant and desires to continue to receive those professional services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Consultant (the "parties") agree as follows:

SERVICES

1. Scope of Work: Consultant shall provide the professional services generally described as follows:

   Stormwater Utility Rate Adjustment Study

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

2. Schedule of Services: Consultant shall perform all work per the schedule set forth in ***Exhibit A.***

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

4. Key Personnel/Subcontractors: Consultant's Key Personnel, Subcontractors (if any), and contact information are designated in ***Exhibit A.*** Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Ed Schenk, Water Resources Manager - Stormwater, or his designee. All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the Procurement Agent.

6. City Cooperation: The City will cooperate with Consultant by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Consultant's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract term is for a period of two (2) years unless terminated pursuant to the Standard Terms and Conditions.

8. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

PAYMENT

9. Compensation: Consultant shall be paid an amount **not to exceed sixty-five thousand dollars ($65,000.00)** for performance of the services in accordance with the Scope of Work identified in *Exhibit A.*

10. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds $50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Consultant in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of the City ("City's work product"), unless otherwise agreed by the parties in writing. Consultant agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material. Notwithstanding the foregoing, Consultant shall retain ownership of the software used to complete the Scope of Work and any updates or improvements to the software created during the course of the Contract. The City shall retain a worldwide, perpetual, non-transferrable and royalty-free license to use such intellectual property to the extent embodied or reflected in the City's work product.

12. Re-Use: The City may use the City's work product without further compensation to Consultant; provided, however, that the City's reuse without written verification or adaption by Consultant for purposes other than contemplated herein is at the City's sole risk and without liability to Consultant. Consultant shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Consultant or any third parties without the City's prior written consent.

13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Consultant shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Consultant in performance of this Contract, whether complete or in process.

INSURANCE

14. Insurance: Consultant shall meet insurance requirements of the City, as set forth in *Exhibit C.*

MISCELLANEOUS

15. 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, AZ 86001
emarkel@flagstaffaz.gov

To Consultant:
Sanjay Gaur
Principal Consultant
Water Resources Economics
10830 Pickford Way
Culver City, CA 90230
(213) 327-4405
sgaur@water-economics.com

With a copy to:
Ed Schenk
Water Services Manager – Stormwater
City of Flagstaff
2323 N. Walgreen Blvd.
Flagstaff, AZ 86004
Edward.Schenk@flagstaffaz.gov

16. 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.

CONSULTANT

_____

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

Approach

Task 1: Project Initiation, Management, Data Collection and Policy Framework

WRE believes that the most effective way to begin a project of this nature is to conduct a productive kick-off webinar with city staff. The shared goals for these webinars include:

- Providing a forum to finalize the work plan and schedule with staff
- Ensuring that both WRE and the city have an understanding of the overall goals of the study
- Reviewing the data needs for the project
- Discussing the city's policy goals

A successful meeting ensures that project participants are in agreement on project goals, expectations, and assignment of responsibilities. Accomplishing these objectives will help ensure the project progresses as smoothly as possible. Prior to the kick-off webinar, WRE will prepare a detailed data request list that identifies the information needed to complete the scope of work.

An important element of this task is development of a policy framework covering all aspects of this study, including the city's policy on debt issuances and reserve targets.

Meetings: One (1) kick-off webinar with staff to discuss policy and goals of the study.
Deliverables: Data request list, presentation materials, meeting minutes, and project schedule.

Task 2: Water Commission Policy Framework

With the completion of Task 1, WRE will conduct an in-person workshop with the Water Commission. This workshop will provide the opportunity to discuss the challenges associated with the Stormwater Enterprise Fund. It will provide both a historical framework of past funding and consider future needs. The goal of the workshop is to discuss whether the Stormwater Enterprise should fund operating costs and future capital needs and determine the appropriate reserve policy. This will be an opportunity for the Water Commission to provide broad direction on the level of services and associated rates that should be achieved.

Meetings: One (1) in-person workshop with the Water Commission

Deliverables: Presentation materials

Task 3 – Ten-Year Stormwater Financial Plan Model

WRE will develop forecasts of revenue requirements for the Stormwater Enterprise over a ten-year planning horizon. This model will include estimates of revenues based on current rates, usage characteristics, and other non-operating revenues. Revenue requirements will be projected based on historical figures, the current budget, capital improvement plans, existing debt service and other bond compliance requirements, as well as any other obligations and current economic trends.

WRE will model a ten-year cash flow analysis to determine revenue adjustments needed to meet projected revenue requirements for the planning period, while minimizing sharp rate fluctuations and maintaining debt coverage requirements. Revenue requirements will be calculated for each year in the forecast period and adjusted to provide for a smooth forecast of revenue adjustments. For example, changes in the timing of capital

expenditures and the use of reserve funds to mitigate short-term rate impacts are two ways that revenue smoothing could be addressed. The objective is to minimize the magnitude of customer impacts while still achieving long-term revenue objectives.

WRE understands the importance of developing user-friendly, flexible models that the city can use for future financial planning development. The financial plans will be presented in an easy-to-understand format on an interactive dashboard that shows the impacts of various assumptions so that decisions regarding revenue adjustments, capital financing through pay-as-you-go (PAY-Go) or debt, and reserve balances can be made quickly and efficiently. The Financial Plan Models will have the ability to examine the following factors:

- Revenue increases implemented in a particular year and a specific month
- Debt issuances for capital improvement financing

Upon completion of the Financial Plan Model, WRE will hold several webinars with city staff to review the models and the relevant assumptions, and to finalize the financial plans to be used for the rate models. Based on the city's request for proposals, it is assumed that the current rate structure will be maintained and only a percentage increase on the current rates will be examined.

WRE can provide the financial model in two formats, MS Excel 365 or Waterworth, a web-based platform. WRE will work with staff to determine which option is best suited for the city. Details about Waterworth are included in Appendix A.

Meetings: Three (3) webinars with staff
Deliverables: Financial Plan Models in MS Excel 365 or a one-year subscription to Waterworth (web-based platform)

Task 4 – Rate Workshops

With the completion of the financial model, WRE will conduct two webinars with executive staff, including the City Manager, to discuss the proposed level of service and associated rates. With the buy-in from executive staff, WRE will conduct an in-person workshop with the Water Commission to present up to three financial scenarios for consideration. Based on the Commission's input, WRE will present up to three financial scenarios to the City Council for consideration. It is anticipated that the City Council will provide direction on which scenarios should be considered for adoption. WRE will work closely with executive staff to determine if a recommended scenario should be presented or if City Council should select a scenario.

Meetings: Two (2) webinars with executive staff, one in-person meeting with the Water Commission and one in-person meeting with the City Council
Deliverables: Presentation materials

Task 5 – Report Development

The process for developing proposed rates and an associated financial plan for stormwater will be described in a draft report. Comments from city staff will be incorporated into the final report as appropriate. The final report will be submitted to the city and will include appropriate supporting data from the models to document the process developed.

Meetings: Up to two (2) webinars to finalize the report
Deliverables: Draft report, final report

Task 6 – City Council Workshop

WRE will attend and be available to present at the City Council Meeting. WRE will develop the appropriate presentation materials that summarize the findings of the study and explain the importance of adopting these rates.

Meetings: One (1) City Council Meeting
Deliverables: Presentation materials

Additional Tasks:

Task 7 – Additional Scenario Requested

As requested by the City, WRE will develop five (5) different financial plan scenarios associated with the Stormwater Fund. The goal of this task is to determine which scenarios to be presented to the City Manager.

Meetings: Two (2) webinars with staff
Deliverables: As needed information

Task 8 – Virtual City Manager Presentations

WRE will present to the City Manager the updated financial plan scenarios. WRE will receive feedback from the City Manager and update the information as needed. The goal of the study is to present the updated financial plan to City Council for their consideration.

Meetings: One (1) webinar with City Manager
Deliverables: Presentation material

Task 9 – Virtual and/or In-Person City Council Presentation(s)

With the updated financial plan, WRE will present this information to the City Council for their adoption. WRE will be available to answer any questions from City Council or the public.

Meetings: Attend presentation(s) to City Council virtually and/or in-person
Deliverables: Presentation material

Task 10 – Updated Report

Upon final direction from City Council, WRE will conduct any necessary research and update the report to reflect the direction received.

Meetings: None
Deliverables: Updated report.

Fees

Based on the above outline of services, WRE can perform this scope of work for an estimated amount of $56,220. WRE will invoice the city monthly based on time and materials. Below is an estimated budget showing the hourly rate and hours by task.

Task	Webinar Meetings	In Person Meetings	Project Manager	Total
			$ 245	
Task 1: Project Initiation	1		10	$ 2,450
Task 2: Water Commission Policy Framework		1	14	$ 3,430
Task 3: Financial Model	3		40	$ 9,800
Task 4: Workshops	2	2	46	$ 11,270
Task 5: Report Development	2		20	$ 4,900
Task 6: Public Hearing		1	12	$ 2,940
Total	8	4	142	$ 34,790
Travel Expense*				$ 5,000
TOTAL				**$ 39,790**
* $1,250 per meeting for airfare, hotel, car and food				
			Hourly Rate	
Additional Tasks	Webinar Meetings	In Person Meetings	$ 265	Total
Task 1: Scenario Development: 5 potential scenarios to evaluate	2	0	26	$ 6,890
Task 2: Virtual Presentation(s) to City Manager	1	0	6	$ 1,590
Task 3: Presentation(s) for City Council - Meeting	Est. 1	0	6	$ 1,590
Task 4: Additional Research & Updated Report		0	24	$ 6,360
Additional Tasks Estimated Total	4		62	$ 16,430
Estimated Grand Total				**$ 56,220**

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

(Updated December 27, 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. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

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

4. **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.

PAYMENT

5. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods 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.

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

7. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of 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.

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

9. **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.

10. **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.

11. 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.

12. 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

13. 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.

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

15. 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.

16. 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

17. 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.

18. 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.

19. 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.

20. 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

21. **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.

22. **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.

23. **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

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

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

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

27. 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.

28. 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.

29. 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.

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

EMPLOYEES AND SUBCONTRACTORS

31. 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.

32. 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.

33. 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.

34. 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

35. 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.

36. 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.

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

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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

44. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter 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.

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

46. 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.

47. 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.

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

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

50. 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.

51. 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.

52. 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.

53. 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 Contractors/bidders; or (b) requests for changes may delay commencement of performance.

54. 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

INSURANCE REQUIREMENTS

(Updated December 27, 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.

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~~ $1,000,000

~~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. 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.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Langley, Management Analyst
Date:	12/29/2022
Meeting Date:	01/03/2023

TITLE

Federal and State Legislative Priorities Update

STAFF RECOMMENDED ACTION:

Obtain feedback and input from Council on the 2023 draft state and federal legislative priorities.

EXECUTIVE SUMMARY:

The draft 2023 state and federal legislative priorities detailed in the attached PowerPoint presentation represent an updated listing of the 2022 legislative priorities. City staff and lobbyists have made suggested updates to the legislative priorities based on the legislative landscape that we face in 2023, as well as accomplishments that have been achieved over the last year.

City staff and lobbyists are requesting Council input and direction on the draft state and federal legislative priorities. After this input is received, it will be incorporated, and a final version will be presented for Council approval at the January 10 Council Meeting. Once approved by the City Council, the 2023 legislative priorities will be used by City staff and lobbyists to guide their work throughout the year at both the state and federal levels.

INFORMATION:

On January 4, 2022, the Flagstaff City Council approved the 2022 legislative priorities.

Attachments: Presentation

2023 Legislative Priorities

Sarah Langley – Public Affairs Director
Bob Holmes – Federal Lobbyist
Todd Madeksza – State Lobbyist

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Agenda

- Program operations
- Overview of the federal landscape
  - Council input - 2023 federal legislative priorities
- Overview of the state landscape
  - Council input - 2023 state legislative priorities
- Next steps

Intergovernmental Affairs Program

Operations

- Legislative priorities guide the work of staff and lobbyists
- Regular email updates
- Discussions on legislation during Council meetings on an as-needed basis
- In-person lobbying trips

Federal Landscape

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Proposed Federal Legislative Priorities

Economy

Rio de Flag flood control project	Utilizing the $52 million in secured funding, support expedited award and completion of the project while working with the Army Corps, BNSF Railway and the Arizona Dept. of Transportation to ultimately remove more than half of the City's residents, as well as the downtown and NAU areas, from the flood plain and protect more than $1 billion in property assets.
Workforce development	Support legislation and funding to improve childcare and early childhood education, as well as strengthen workforce development initiatives including job training, internships, reskilling and apprenticeship programs.

Proposed Federal Legislative Priorities

Transportation & Infrastructure

Infrastructure Investment and Jobs Act (IIJA)	Pursue competitive grants and formula funds from the IIJA to finance high-priority infrastructure projects within the City, including resilient stormwater infrastructure, multi-modal transportation, roads, bridges, and highways.
Water and stormwater infrastructure	Utilize funding dedicated by the IIJA and other legislation to complement and improve City water and stormwater infrastructure.

Proposed Federal Legislative Priorities

Transportation & Infrastructure

Forest health	Utilize funding from the United States Forest Service, the IIJA, and other legislation to support important regional projects such as the Flagstaff Watershed Protection Project, the Four Forests Restoration Initiative (4FRI), NAU's Ecological Restoration Institute (ERI), the Fire Learning Network (FLN) to thin and restore forests. Advocate for collaborative prescribed fire efforts that support the development of a technically skilled workforce.
Post-wildfire flood mitigation	Support legislation that provides local governemnts with the resources needed to effectively mitigate post-wildfire flooding, including flooding caused by the Museum and Pipeline Fires.

Proposed Federal Legislative Priorities

Transportation & Infrastructure

Rural broadband	Utilize funding dedicated by the IIJA and other legislation for rural broadband access and capacity to encourage and develop economic activity, including allowing for remote education, business attraction, revenue creation and the attraction of remote workers.
Flagstaff Pulliam Airport	Advocate for funding for projects included in the Flagstaff Pulliam Airport five-year Capital Improvement Program, specifically the need for construction funding for the upcoming new Snow Removal Equipment (SRE) building.
Amtrak	Utilize funding dedicated by the IIJA and other legislation to increase reliability and certainty along the Southwest Chief line for long-distance passenger train services as a generator of economic development for municipalities located in the I-40 corridor.

Proposed Federal Legislative Priorities

Community Infrastructure

Affordable housing	Promote additional funding of Public Housing, the Section 8 Housing Choice Voucher Program and the Community Development Block Grant (CDBG) program.
Immigration reform	Advocate for Deferred Action for Childhood Arrivals (DACA) and other federal immigration policies that help keep families together while supporting their higher education goals.
Veterans	Support legislation and funding that improves the lives of all veterans and their families.

Proposed Federal Legislative Priorities

Environment

Grand Canyon protection	Support Ranking Member Grijalva's legislation preventing uranium mining in areas surrounding Grand Canyon National Park and strengthen the laws, regulations and policies that govern uranium mining to ensure protection for public health and safety; support efforts to instate a permanent ban on uranium mining for the nearly one million acres around the Grand Canyon. Protect the wilderness, wildlife and cultural resources throughout the Southwest region.
Uranium transport standards	Urge the Arizona Dept. of Transportation and/or the US Dept. of Transportation to strengthen uranium transport standards to reduce the possibility of contamination.

Proposed Federal Legislative Priorities

Environment

Climate change	Support legislation and funding to address the impacts of climate change, increase resiliency, invest in alternative energies and achieve carbon neutrality. Advocate for carbon fee and dividend legislation, among other strategies, to effect lasting and equitable change.
Environmental funding and partnership	Support federal funding and partnership opportunities to expand open space, parks, natural areas, trails and “dark skies” initiatives across northern Arizona.
Endangered Species Act	Protect and strengthen the Endangered Species Act and encourage Congress to maintain its funding and enforcement while working to promote the restoration of threatened and endangered species in northern Arizona.

Proposed Federal Legislative Priorities

Council Feedback

State Landscape

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Proposed State Legislative Priorities

Preserve local decision-making	Support legislation that preserves or enhances the City's ability to govern locally and oppose legislation that reduces or restricts the City's local authority.
State shared revenues	Protect (and recover) state shared revenues to municipalities and oppose new legislation seeking to divert shared revenues away from municipalities.
Short-term rentals	Work with stakeholders supporting legislation to allow for local regulations over investor-owned residential properties used as short-term rentals and ensure equity in the hotel industry.

Proposed State Legislative Priorities

Forest health	Advocate for investments in forest health on state-owned land in northern Arizona, augmenting municipal efforts to protect our region. Support appropriate funding of local responses to flood mitigation efforts from wildfire burn scars.
Transportation	Advocate for additional funding to the Arizona Department of Transportation to plan, build, preserve, modernize, and expand transportation and infrastructure projects that impact northern Arizona and our tribal partners.
Affordable housing	Support legislation and seek funding in support of affordable housing. Join cities across the state in opposing preemptions of inclusionary zoning.

Proposed State Legislative Priorities

Elections	Support efforts to protect voter rights and access, and secure the integrity of the election process.
Rural broadband	Support and encourage continuing state efforts to increase rural broadband access and capacity to encourage and develop economic activity, including allowing for remote education, business attraction, revenue creation, and the attraction of remote workers.
Arizona Corporation Commission	Urge the Arizona Corporation Commission to adopt an aggressive statewide clean energy standard that achieves 100% carbon-free clean energy in our state.

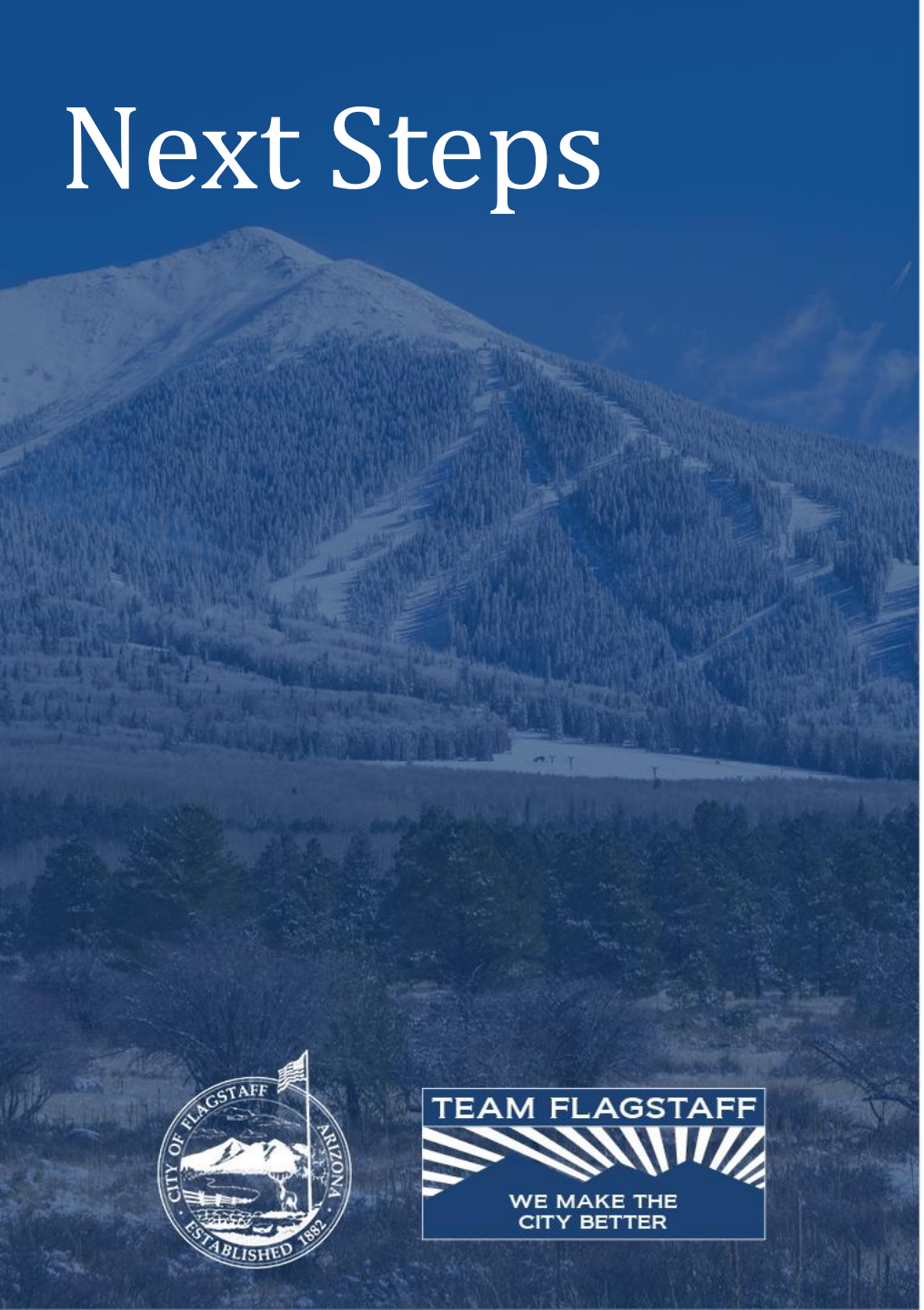
Proposed State Legislative Priorities

Environmental funding and partnership	Support state funding and partnership opportunities to expand open space, parks, natural areas, trails and “dark skies” initiatives across northern Arizona.
Tourism	Urge the State to continue to fund tourism and the Arizona Office of Tourism to support northern Arizona as a four-season destination.
Social investment	Support legislation and funding to improve childcare and early childhood education, as well as strengthen workforce development initiatives including job training, internships, reskilling and apprenticeship programs.

Proposed State Legislative Priorities

Council Feedback

Next Steps



- Final language to be approved at the January 10 Council meeting
- Lobbying trips in the Spring

Questions?