CITY COUNCIL REGULAR MEETING AGENDA

A M E N D E D *

REGULAR COUNCIL MEETING
TUESDAY
JUNE 20, 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 Work Session of April 12, 2022, Regular Meeting of April 19, 2022, Budget Retreat of April 21, 2022, Budget Retreat of April 22, 2022, Special Work Session of April 25, 2022, Special Work Session of April 28, 2022, Regular Meeting of April 4, 2023, CIP Budget Retreat of April 7, 2023, Regular Meeting of April 18, 2023, Special Meeting (Executive Session) of April 28, 2023, Special Meeting (Executive Session) of May 2, 2023, Special Meeting (Executive Session) of May 23, 2023, Special Meeting (Executive Session) of May 30, 2023, and Special Meeting (Executive Session) of June 6, 2023.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Work Session of April 12, 2022, Regular Meeting of April 19, 2022, Budget Retreat of April 21, 2022, Budget Retreat of April 22, 2022, Special Work Session of April 25, 2022, Special Work Session of April 28, 2022, Regular Meeting of April 4, 2023, CIP Budget Retreat of April 7, 2023, Regular Meeting of April 18, 2023, Special Meeting (Executive Session) of April 28, 2023, Special Meeting (Executive Session) of May 2, 2023, Special Meeting (Executive Session) of May 23, 2023, Special Meeting (Executive Session) of May 30, 2023, and Special Meeting (Executive Session) of June 6, 2023.

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. **June Work Anniversaries**

Recognition of employees celebrating work anniversaries in the month of June

7. COUNCIL LIAISON REPORTS

8. CONSENT ITEMS

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

A. **Consideration of Appointments:** Presiding Magistrate and On-Call Magistrate for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the appointments of Honorable Thomas Chotena as Presiding Magistrate and Honorable Paul Julien as On-Call Magistrate.

B. **Consideration and Approval of Contract Addendum:** Second Addendum, and Third Addendum to the Lease of the Hopi Building at Heritage Square for Office Space

STAFF RECOMMENDED ACTION:

1. Ratify Second Addendum; and
2. Approve Third Addendum, to provide office space for City staff (ParkFlag and the Beautification, Arts and Sciences Program).

C. ~~**Consideration and Approval:** Professional Services Agreement with Friedman Recycling Company for equipment, transportation, processing, and the recovery of recyclable materials.~~

~~**STAFF RECOMMENDED ACTION:**~~

1. ~~Approve the Professional Services Agreement with Friedman Recycling Company for equipment, transportation, processing, and the recovery of recyclable materials; and~~
2. ~~Authorize the City Manager to execute the necessary documents.~~

MOVED TO ROUTINE ITEMS BELOW

D. **Consideration and Approval of Contract:** The Cooperative Purchase Contract with Russ Bassett Corp in the amount of $429,803 to replace and update the Computer Aided Dispatch (CAD) consoles in the Flagstaff Police Department Communications Center.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract through the HGAC Cooperative Contract EC07-20 with Russ Bassett Corp. in the amount of $429,803 to replace and update the CAD consoles in the Flagstaff Police Department Communications Center; and
2. Authorize the City Manager to execute all necessary documents.

E. **Consideration and Approval of Agreement:** Approve an Agreement with Flagstaff Shelter Services in the amount of $100,000.00 distributed from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

STAFF RECOMMENDED ACTION:

1. Approve an Agreement with Flagstaff Shelter Services for the Hotel to Housing Program utilizing $100,000.00 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Agreement:** Approve an Agreement with Housing Solutions of Northern Arizona in the amount of $500,000 distributed from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

STAFF RECOMMENDED ACTION:

1. Approve an Agreement with Housing Solutions of Northern Arizona for the JoJo's Place Transitional Housing Project utilizing $500,000.00 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Contract:** A Cooperative Purchase Contract with PFVT Motors, LLC DBA Peoria Ford for an F150 Pick Up Truck, in the amount of $67,562.10, plus additional fees and taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC DBA Peoria Ford for an F150 Pick Up Truck, in the amount of $67,562.10, plus additional fees and taxes; and
2. Authorize the City Manager to execute the necessary documents.

H. ~~**Consideration and Ratification of Contract Amendment:** Ratification of the First Amendment to the Emergency Contract for the purchase of Materials/Services with Joe Dirt Excavating, Inc. for emergency hauling services of commingled recyclables in an additional amount of $100,000 (for a total Contract amount not to exceed of $300,000).~~

~~**STAFF RECOMMENDED ACTION:**~~

1. ~~Ratify the First Amendment to the Emergency Contract for the Purchase of Materials/Services with Joe Dirt Excavating, Inc. for emergency hauling services of commingled recyclables in an additional amount of $100,000 (for a total Contract amount not to exceed of $300,000); and~~
2. ~~Authorize the City Manager to execute the necessary documents.~~

MOVED TO ROUTINE ITEMS BELOW

I. **Consideration and Approval of Contract:** Contract for Professional Audit Services with Heinfeld, Meech & Co., PC in the amount of $423,100.00

STAFF RECOMMENDED ACTION:

1. Approve a Contract for Professional Audit Services with Heinfeld, Meech & Co., PC to perform annual audits of the City's financial records for four (4) years. June 30, 2023 through June 30, 2026, with option to extend for three (3) one (1) year terms, at the annual fees as follows:
    - June 30, 2023: $100,000
    - June 30, 2024: $103,000
    - June 30, 2025: $110,850
    - June 30, 2026: $109,250
2. Authorize the City Manager to execute all documents

J. **Consideration and Approval of Cooperative Purchase Contract:** with Hye Tech Network & Security Solutions LLC in the amount of $129,217.39, in addition to other fees and taxes, for Cisco network equipment, licensing, and support/maintenance for 3 years.

STAFF RECOMMENDED ACTION:

1. Approval of Cooperative Purchase Contract with Hye Tech Network & Security Solutions, LLC in the amount of $129,217.39, in addition to other fees and taxes, for Cisco network equipment, licensing, and support/maintenance for 3 years; and
2. Authorize the City Manager to execute the necessary documents.

K. **Consideration and Approval of Ratifying the Grant Agreement:** Ratifying the Grant Agreement in the amount of $679,118 between the City of Flagstaff and the U.S. Department of Agriculture, Natural Resources Conservation Service, Emergency Watershed Protection Program for the Schultz Creek Channel Stabilization Project.

STAFF RECOMMENDED ACTION:

1. Ratify the Grant Agreement with the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) in the amount of $679,118; and
2. Direct the City Manager to execute the necessary documents.

L. **Consideration and Approval of Contract:** Award a contract to the Community Assistance Teams of Flagstaff for the Engage, Empower, Elevate Program in an amount of a $30,000 grant from the State of Arizona with a $30,000 match from the City of Flagstaff for a total not to exceed $60,000 in year one.

STAFF RECOMMENDED ACTION:

1. Award a contract to the Community Assistance Teams of Flagstaff (CATS) for the Engage, Empower, Elevate Program (E3) in an amount of a $30,000 grant from the State of Arizona with a $30,000 match from the City of Flagstaff for a total not to exceed $60,000 in year one; and
2. Authorize the City manager to execute the necessary documents.

9. ROUTINE ITEMS

A. **Consideration and Approval:** Professional Services Agreement with Friedman Recycling Company for equipment, transportation, processing, and the recovery of recyclable materials.

STAFF RECOMMENDED ACTION:

1. Approve the Professional Services Agreement with Friedman Recycling Company for equipment, transportation, processing, and the recovery of recyclable materials; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Ratification of Contract Amendment:** Ratification of the First Amendment to the Emergency Contract for the purchase of Materials/Services with Joe Dirt Excavating, Inc. for emergency hauling services of commingled recyclables in an additional amount of $100,000 (for a total Contract amount not to exceed of $300,000).

STAFF RECOMMENDED ACTION:

1. Ratify the First Amendment to the Emergency Contract for the Purchase of Materials/Services with Joe Dirt Excavating, Inc. for emergency hauling services of commingled recyclables in an additional amount of $100,000 (for a total Contract amount not to exceed of $300,000); and
2. Authorize the City Manager to execute the necessary documents.

10. PUBLIC HEARING ITEMS

A. **Public Hearing, Consideration, and Adoption of Ordinance No. 2023-20**: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.17 acres of real property located at 1899 S Woodlands Village Boulevard from the Light Industrial Open (LI-O) zone with the Resource Protection Overlay (RPO) to the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 20, 2023, Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2023-20 by title only for the first time
3) City Clerk reads Ordinance No. 2023-20 by title only (if approved above)

At the July 3, 2023, Council Meeting:

4) Read Ordinance No. 2023-20 by title only for the final time
5) City Clerk reads Ordinance No. 2023-20 by title only (if approved above)
6) Adopt Ordinance 2023-20.

B. **Public Hearing:** Fiscal Year 2023-2024 Budget and Property Tax Levy

STAFF RECOMMENDED ACTION:

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

11. SPECIAL MEETING

A. **Consideration and Adoption of Resolution No. 2023-37:** A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the City of Flagstaff for Fiscal Year 2023-2024.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-37 by title only
2) City Clerk reads Resolution No. 2023-37 by title only (if approved above)
3) Adopt Resolution No. 2023-37
4) Reconvene Regular Meeting

12. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2023-15:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2024. **(Primary and secondary property tax levies for FY 2023-2024)**

STAFF RECOMMENDED ACTION:

At the June 20, 2023 Council Meeting:
1) Read Ordinance No. 2023-15 by title only for the first time
2) City Clerk reads Ordinance No. 2023-15 by title only (if approved above)

At the July 3, 2023 Council Meeting:
3) Read Ordinance No. 2023-15 by title only for the final time
4) City Clerk reads Ordinance No. 2023-15 by title only (if approved above)
5) Adopt Ordinance No. 2023-15

B. **Consideration and Adoption of Resolution No. 2023-36:** A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-36 by title only
2) City Clerk reads Resolution No. 2023-36 by title only (if approved above)
3) Adopt Resolution No. 2023-36

C. **Consideration and Adoption of Resolution No. 2023-38 and Ordinance No. 2023-16:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2023 Short-Term Rental Code", and an ordinance of the City Council amending the Flagstaff City Code, Title 3 Business Regulations, by adopting by reference that certain document entitled "2023 Short-Term Rental Code".

STAFF RECOMMENDED ACTION:

At the June 20, 2023 Council Meeting:

1) Read Resolution No. 2023-38 by title only
2) City Clerk reads Resolution No. 2023-38 by title only (if approved above)
3) Read Ordinance No. 2023-16 by title only for the first time
4) City Clerk reads Ordinance No. 2023-16 by title only (if approved above)

At the July 3, 2023 Council Meeting:

5) Adopt Resolution No. 2023-38
6) Read Ordinance No. 2023-16 by title only for the final time
7) City Clerk reads Ordinance No. 2023-16 by title only (if approved above)
8) Adopt Ordinance No. 2023-16

D. **Consideration and Approval:** Stormwater Strategic Plan 2028

Approve the draft Stormwater Strategic Plan 2028. Approval will move the plan from "draft" to "final" and allow for public dissemination.

E. **Consideration and Adoption of Resolution No. 2023-14:** A resolution of the City Council of the City of Flagstaff adopting the revised 2023 Stormwater Credit Manual for the City of Flagstaff

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-14 by title only for the final time
2) City Clerk reads Resolution No. 2023-14 by title only (if approved above)
3) Adopt Resolution No. 2023-14

F. **Consideration and Adoption of Resolution No. 2023-33:** A resolution of the Flagstaff City Council, approving the Intergovernmental Agreement between Coconino County, the Superior Court of Coconino County, and the City of Flagstaff for Courthouse Court Security Services.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-33 by title only
2) City Clerk reads Resolution No. 2023-33 by title only (if approved above)
3) Adopt Resolution No. 2023-33

G. **Consideration and Adoption of Resolution No. 2023-34:** A resolution approving the second amendment to the Information System Specialist Intergovernmental Agreement between the City of Flagstaff and Coconino County to add Coconino County Superior Court as a party to this Intergovernmental Agreement and to amend the funding schedule.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-34 by title only
2) City Clerk reads Resolution No. 2023-34 by title only (if approved above)
3) Adopt Resolution No. 2023-34

H. **Consideration and Adoption of Resolution No. 2023-35:** A resolution approving amendment number two to the Intergovernmental Agreement (IGA) for interpreter and interpreter coordination between the City of Flagstaff and Coconino County to add Coconino County Superior Court as a party to this Intergovernmental Agreement and to amend the funding schedule.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-35 by title only
2) City Clerk reads Resolution No. 2023-35 by title only (if approved above)
3) Adopt Resolution No. 2023-35

I. **Consideration and Adoption of Ordinance No. 2023-14:** An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property for the Lone Tree Overpass Project; providing for delegation of authority, subsequent City Council approvals, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 20, 2023 Council Meeting:
1) Read Ordinance No. 2023-14 by title only for the first time
2) City Clerk reads Ordinance No. 2023-14 by title only (if approved above)
At the July 3, 2023 Council Meeting:
3) Read Ordinance No. 2023-14 by title only for the final time
4) City Clerk reads Ordinance No. 2023-14 by title only (if approved above)
5) Adopt Ordinance No. 2023-14

J. **Consideration and Adoption of Ordinance No. 2023-17:** An ordinance of the City Council of the City of Flagstaff, abandoning approximately 5,140 square feet of public right-of-way connecting to the north side of West Route 66, providing for sale of such property, delegation of authority, recording, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the June 20th, 2023 Council Meeting:
1) Read Ordinance No. 2023-17 by title only for the first time
2) City Clerk reads Ordinance No. 2023-17 by title only (if approved above)
At the July 3rd, 2023 Council Meeting:
3) Read Ordinance No. 2023-17 by title only for the final time
2) City Clerk reads Ordinance No. 2023-17 by title only (if approved above)
5) Adopt Ordinance No. 2023-17

K. **Consideration and Approval of Preliminary Plat:** PZ-21-00126-09, Northern Arizona Healthcare (NAH) Corporation requests Preliminary Plat approval for the NAH Health Village Phase 1 Block Plat located at 1120 W Purple Sage Trail, a proposed mixed-use development subdivision on 172.62 acres in the Estate Residential, Rural Residential, and Single-family Residential zones.

STAFF RECOMMENDED ACTION:

Approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning & Zoning Commission recommendation of approval (5-0 on June 14, 2023).

L. **Consideration and Adoption of Ordinance No. 2023-19:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Chapter 1-18, Administrative Departments, to rename the City Clerk Division to the Communication and Civic Engagement Division

STAFF RECOMMENDED ACTION:

At the June 20, 2023 Council Meeting:
1) Read Ordinance No. 2023-19 by title only for the first time
2) City Clerk reads Ordinance No. 2023-19 by title only (if approved above)
At the July 3, 2023 Council Meeting:
3) Read Ordinance No. 2023-19 by title only for the final time
4) City Clerk reads Ordinance No. 2023-19 by title only (if approved above)
5) Adopt Ordinance No. 2023-19

M. **Consideration and Adoption of Ordinance No. 2023-18:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 1 Administrative, Chapter 1-16, City Elections, to provide for the manner of conducting elections for initiative and referendum measures, providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the June 20, 2023 Council Meeting:
1) Read Ordinance No. 2023-18 by title only for the first time
2) City Clerk reads Ordinance No. 2023-18 by title only (if approved above)
At the July 3, 2023 Council Meeting:
3) Read Ordinance No. 2023-18 by title only for the final time
4) City Clerk reads Ordinance No. 2023-18 by title only (if approved above)
5) Adopt Ordinance No. 2023-18

N. **Consideration and Adoption of Resolution No. 2023-39:** A resolution of the Flagstaff City Council ordering and calling a Special Election of the City for November 7, 2023, to submit questions to the qualified electors of Flagstaff with respect to amendments to the Flagstaff City Charter and a potential question proposed by referendum related to Ordinance No. 2023-11

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-39 by title only
2) City Clerk reads Resolution No. 2023-39 by title only (if approved above)
3) Adopt Resolution No. 2023-39

O. **Discussion and Possible Action**: Use of the Council Initiative Fund*

13. DISCUSSION ITEMS

A. **Downtown Snow Operations Discussion - Part 3 of 3**

Review Downtown Snow Operations and discuss the program.

B. **Flagstaff Police Department (FPD) Policy on Human Exploitation and Trafficking**

Inform City Council about the new policy on Human Exploitation and Trafficking

14. PUBLIC PARTICIPATION

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

16. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2023.

_____
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:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval of Minutes: City Council Work Session of April 12, 2022, Regular Meeting of April 19, 2022, Budget Retreat of April 21, 2022, Budget Retreat of April 22, 2022, Special Work Session of April 25, 2022, Special Work Session of April 28, 2022, Regular Meeting of April 4, 2023, CIP Budget Retreat of April 7, 2023, Regular Meeting of April 18, 2023, Special Meeting (Executive Session) of April 28, 2023, Special Meeting (Executive Session) of May 2, 2023, Special Meeting (Executive Session) of May 23, 2023, Special Meeting (Executive Session) of May 30, 2023, and Special Meeting (Executive Session) of June 6, 2023.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Work Session of April 12, 2022, Regular Meeting of April 19, 2022, Budget Retreat of April 21, 2022, Budget Retreat of April 22, 2022, Special Work Session of April 25, 2022, Special Work Session of April 28, 2022, Regular Meeting of April 4, 2023, CIP Budget Retreat of April 7, 2023, Regular Meeting of April 18, 2023, Special Meeting (Executive Session) of April 28, 2023, Special Meeting (Executive Session) of May 2, 2023, Special Meeting (Executive Session) of May 23, 2023, Special Meeting (Executive Session) of May 30, 2023, and Special Meeting (Executive Session) of June 6, 2023.

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: 04.12.2022 CCWS
04.19.2022 CCRM
04.21.2022 CCBR
04.22.2022 CCBR
04.25.2022 CCSWS
04.28.2022 CCSWS
04.04.2023 CCRM
04.07.2023 CCBR
04.18.2023 CCRM
04.28.2023 CCSMES
05.02.2023 CCSMES
05.23.2023 CCSMES
05.30.2023 CCSMES
06.06.2023 CCSMES

CITY COUNCIL WORK SESSION
TUESDAY, APRIL 12, 2022
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 April 12, 2022, to order at 3:01 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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 Mayor Deasy read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants,

border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. Public Participation

Public Participation enables the public to address the council about 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.

Michael Cox addressed Council and spoke about his experiences with homelessness.

Risk Management Director Maria Robinson addressed Council about April being Distracted Driving Month.

Housing Section Intern Taylor Suda addressed Council requesting a proclamation to recognize the need for continued fair housing awareness and commitment especially for LGBTQ+ people.

5. Proclamation: National Telecommunicator's Week

Mayor Deasy read and presented the National Telecommunicator's Week proclamation to the City of Flagstaff Public Safety Dispatch Team.

6. Proclamation: 2022 National Service Recognition Day

Mayor Deasy read and presented the 2022 National Service Recognition Day proclamation to representatives of AmeriCorp.

7. Proclamation: Fair Housing Month

Mayor Deasy read and presented the Fair Housing Month proclamation to Kristine Pavlik on behalf of the Flagstaff Housing Section.

8. Proclamation: Water Professionals Appreciation Week

Mayor Deasy read and presented the Water Professionals Appreciation Week proclamation to the City of Flagstaff Water Services Team.

9. Review of Draft Agenda for the April 19, 2022 City Council Meeting

None

10. City Manager Report

Mr. Clifton briefly reviewed his report and City Engineer Rick Barrett provided a brief review

of the Capital Projects report.

Mr. Clifton also provided a PowerPoint presentation highlighting the March work anniversaries.

11. State Legislative Update

Interim Public Affairs Director Sarah Langley introduced the City's State Lobbyist Todd Madeksza and provided a PowerPoint presentation that covered the following:

STATE LEGISLATIVE UPDATE
ACTIVE BILLS
HB2316
SB1581
HCR2031
SB1168
HB2505
BUDGET/SPECIAL SESSIONS

12. Presentation and discussion regarding the City of Flagstaff Community Development Block Grant, Program Year 2022 Annual Action Plan and Staff recommendations for Program Year 2022 CDBG funding allocations.

Housing and Grants Administrator Kristine Pavlik provided a PowerPoint presentation that covered the following:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2022 ANNUAL ACTION PLAN
PURPOSE & AGENDA
CDBG OVERVIEW
COUNCIL/STAFF RESPONSIBILITIES
RISK ASSESSMENTS
2022 ANNUAL ACTION PLAN PROCESS
AMERICAN RESCUE PLAN ACT
2022 ANNUAL ACTION PLAN
2022 CDBG FUNDING RECOMMENDATIONS
2022 CDBG REQUESTS RECEIVED
HOUSING ACTIVITY RECOMMENDATIONS
PUBLIC SERVICE ACTIVITY RECOMMENDATIONS
NEXT STEPS & QUESTIONS

Councilmember Salas asked about interior renovations for the Murdoch Center to provide training and workforce development. Ms. Pavlik explained that the project that was submitted and approved was for improvements outside of the Murdoch Center building as well as the park area. She stated that staff is open to future conversations with the Southside Neighborhood Association about future submittals for improvements or workforce development training.

Councilmember McCarthy stated that housing should be at the top of the list for priorities. He shared concerns about using $370,000 for park redevelopment and that it does not seem consistent with the need for housing.

Councilmember Aslan asked about the funding for Flagstaff Shelter Services and how that correlates with the ARPA funding they already received. Ms. Pavlik explained that emergency funding was provided earlier to Flagstaff Shelter Services and Northland Family Help Center.

The earlier allocation to Flagstaff Shelter Services is included as part of their CDBG request and allocation. Following distribution, there were some remaining funds that were allocated to Flagstaff Shelter Services to get them closer to the full amount of their request.

13. Discussion regarding recreational marijuana social equity license program

Deputy City Attorney Kevin Fincel provided a PowerPoint presentation that covered the following:

RECREATIONAL MARIJUANA SOCIAL EQUITY LICENSE PROGRAM
OBJECTIVES
HISTORY
KEY PROVISIONS
ORDINANCE 2021-03
SOCIAL EQUITY LICENSES
DIRECTION

Mike Robinette submitted a written comment in support of amending City Code to allow for Social Equity license holders to open adult-use establishment.

Councilmember McCarthy stated that he does not believe that previous marijuana convictions should be a reason to get a marijuana sales license.

Councilmember Aslan stated that he does not want to see dispensaries on every corner of Flagstaff. Current zoning restrictions appear to avoid that possible influx and he believes that it would be better to keep those tax revenues in Flagstaff. He voiced his support to move forward.

Mayor Deasy stated that voting data showed 74% of voters voted in favor of legalizing marijuana in the City of Flagstaff. He voiced his support for inclusion of social equity licenses.

A majority of Council supported permitting social equity licenses in Flagstaff.

A break was held from 4:51 p.m. through 5:09 p.m.

14. Proposed 4th amendment to the Timber Sky Annexation and Development Agreement

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

TIMBER SKY DEVELOPMENT AGREEMENT AMENDMENT
TIMBER SKY SUMMARY
TIMBER SKY BLOCK PLAT
BLOCKS 3A, 7A, & 8
ORIGINAL DEVELOPMENT AGREEMENT
WORKFORCE HOUSING
PHASE 1 AFFORDABILITY PLAN
SECOND AMENDMENT TO DA

Walter Crutchfield with Vintage Partners and Gammage and Burnam Attorney Lindsey Schube continued the presentation.

TIMBER SKY – 4TH AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT

DEVELOPMENT TEAM
AFFORDABLE HOUSING
PROPOSE AMENDMENT NO. 1
DEVELOPMENT BLOCK MAP
PROPOSED AMENDMENT NO. 2
PROPOSED AMENDMENT NO. 3
PROPOSED AMENDMENT NO. 4

Devonna McLaughlin addressed Council urging them to hold the developer to some of their promises and require a number of affordable ownership versus rental. There needs to be greater investment in ownership that does not rely on third party development and tax credits. She also suggested that the city hold the first right of refusal to keep units permanently affordable.

Ms. Schube noted that Vintage is obligated to construct 100 affordable homes at 100% AMI or less, what they are proposing is 170 total units with 160 being rentals.

Councilmember Shimoni stated that he believes that if the low-income housing tax credit is used then it should come with a 60 year affordability commitment.

Housing Director Sarah Darr stated that staff would endorse the idea of the right of first refusal. She noted that the tax credits are already lined up and doubling the years of affordability could jeopardize the project. She stated that there may be other options available without jeopardizing the credits. Ultimately, Housing is supportive of bringing all types of affordable units to the community.

Ms. Schube stated that it is important to keep in mind that everything impacts the balance of affordability. The more lots given, the more the price goes up for other lots. There are a lot of competing interests at play.

Council provided their support and direction to move forward with the city having the first right of refusal on the affordable units.

15. Public Participation

None

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

Councilmember Shimoni stated that he had the opportunity to go to Tucson and visit the American Rehab Campus. They are looking to build a long-term treatment center in Flagstaff with a detox center that allows a place for people to go when needed. He also

stated that NAU Giving Day is coming up along with the CJCC meeting.

Vice Mayor Sweet reported that she went down to the Capital to help give a proclamation for Water Professionals Week. She encouraged everyone to wear blue and gold the next day in support of NAU’s Giving Day.

Councilmember Aslan reported that he will be meeting with Congressman O’Halleran later in the week.

Councilmember Salas reported that she is in Washington D.C. attending the National Association of Workforce Boards Conference. She has attended sessions about municipalities being involved in future workforce development initiatives.

Mayor Deasy stated that he attended a ceremony for the Greater Buffalo Park. He will also be meeting with Congressman O'Halleran to discuss infrastructure funding. He will be touring the Boys and Girls Club and is looking forward to the upcoming Alliance for the Second Century meeting.

17. Adjournment

The Work Session of the Flagstaff City Council held April 12, 2022, adjourned at 6:42 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 19, 2022
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 April 19, 2022, to order at 3:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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 Sweet read the Mission Statement of the City of Flagstaff, and Councilmember Salas read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's

Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of May 19, 2020, Regular Meeting of June 2, 2020, Regular Meeting of June 16, 2020, Regular Meeting of June 17, 2020, Work Session of June 30, 2020, Regular Meeting of July 7, 2020, Regular Meeting of August 18, 2020, Special Meeting (Executive Session) of January 11, 2022, Special Meeting (Executive Session) of January 18, 2022, Special Meeting (Executive Session) of January 25, 2022, Special Meeting (Executive Session) of February 1, 2022, Special Meeting (Executive Session) of February 8, 2022, Special Meeting (Executive Session) of February 15, 2022, Special Meeting (Executive Session) of February 22, 2022, Special Meeting (Executive Session) of March 8, 2022, and Special Meeting (Executive Session) of March 29, 2022.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the minutes of the City Council Regular Meeting of May 19, 2020, Regular Meeting of June 2, 2020, Regular Meeting of June 16, 2020, Regular Meeting of June 17, 2020, Work Session of June 30, 2020, Regular Meeting of July 7, 2020, Regular Meeting of August 18, 2020, Special Meeting (Executive Session) of January 11, 2022, Special Meeting (Executive Session) of January 18, 2022, Special Meeting (Executive Session) of January 25, 2022, Special Meeting (Executive Session) of February 1, 2022, Special Meeting (Executive Session) of February 8, 2022, Special Meeting (Executive Session) of February 15, 2022, Special Meeting (Executive Session) of February 22, 2022, Special Meeting (Executive Session) of March 8, 2022, and Special Meeting (Executive Session) of March 29, 2022.

Vote: 6 - 0 - Unanimously

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.

Kyle Nitschke addressed Council in support of prioritizing climate projects, climate infrastructure, as well as bike and pedestrian safe projects in the upcoming budget.

Michelle James, on behalf of Friends of Flagstaff's Future, addressed the Council in support of funding the plans put in place by the City Council, including the Carbon Neutrality Plan and the Alternative Transportation Master Plan. Projects that support these plans should be prioritized for funding in the upcoming budget.

Volunteer and Event Coordinator Steven Thompson addressed Council about the upcoming Earth Day celebration events being held at Bushmaster Park.

Eric Wolverton, on behalf of Habitat for Humanity, addressed Council about the struggles of making homeownership a reality. He spoke about Habitat for Humanity programs that focus on providing people a pathway to homeownership.

Kathrine Allen submitted a written comment in support of additional funding for climate change efforts.

6. PROCLAMATIONS AND RECOGNITIONS

A. **Recognition:** 2021 George F. Ames National Performance and Innovation in the State Revolving Fund (SRF) Creating Environmental Success Program (PISCES) award for Excellence in Environmental and Public Health Protection from the U.S. Environmental Protection Agency (EPA) for the Flagstaff Watershed Protection Project.

Grants and Contracts Manager Stacey Brechler-Knaggs and Management Services Director Rick Tadder provided comments about the EPA's PISCES award. The Flagstaff Watershed Protection was recognized for its important work to prevent forest fires with EPA's PISCES award. Flagstaff Watershed Protection's resiliency project employs forest thinning to protect Flagstaff's drinking water resources and avoid catastrophic wildfire damage. The effort focuses on 10,000 acres of federal, state, and local lands adjacent to the city, reducing dry debris and thinning the forest through removing small- and medium-diameter trees. EPA's George F. Ames Performance and Innovation in the SRF Creating Environmental Success (PISCES) program celebrates innovation demonstrated by Clean Water SRF programs and assistance recipients. 27 projects nationwide from state or local governments, public utilities, and private entities were honored.

7. COVID-19 UPDATES

A. **COVID-19 Update**

Senior 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 & LEVEL
CCHHS: COMMUNITY VACCINATION
CCHHS: VARIANTS
NAH: HOSPITAL CENSUS
PUBLIC TRANSIT MASK UPDATE

8. COUNCIL LIAISON REPORTS

Councilmember Salas reported that she attended the Parks and Recreation Commission meeting the prior week. She also congratulated the Parks, Recreation, Open Space, and Events Division for obtaining a $100,000 grant through Arizona State Parks Heritage Fund for the non-motorized trail improvements at Buffalo Park.

Councilmember Shimoni reported that the CJCC Executive Committee met the prior week where they discussed going back out for a national search for the Executive Director position. He also reported that he and Vice Mayor Sweet had a good meeting with Mountain Line to discuss how the city can embrace public transit through policies and processes.

9. APPOINTMENTS

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

A. **Consideration of Appointments:** Industrial Development Authority

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to appoint Lance MaGill to a term expiring April 2028.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to appoint Tara Boucher to a term expiring April 2028.

Vote: 6 - 0 - Unanimously

B. **Consideration of Appointments:** Commission on Inclusion and Adaptive Living

Moved by Vice Mayor Miranda Sweet, **seconded by** Mayor Paul Deasy to appoint Stephanie Birdwell to a term expiring March 2025.

Vote: 6 - 0 - Unanimously

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to appoint Rachel Simukonda to a term expiring March 2025.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Regina Salas, **seconded by** Mayor Paul Deasy to appoint Sarah Dorman to a term expiring March 2025.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to appoint Jeremy Musgrove to a term expiring March 2023.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to appoint Keith Becker to a term expiring March 2023.

Vote: 6 - 0 - Unanimously

C. **Consideration of Appointments:** Citizen Commission on Council Salaries.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy to appoint McKenzie Jones to an At-Large position on the Citizen Commission on Council Salaries.

Vote: 6 - 0 - Unanimously

Moved by Vice Mayor Miranda Sweet, **seconded by** Mayor Paul Deasy to appoint Kyle Nitschke to an At-Large position on the Citizen Commission on Council Salaries.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Adam Shimoni to appoint Allison Eckert to an HR Professional position on the Citizen Commission on Council Salaries.

Vote: 6 - 0 - Unanimously

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to appoint Jim Wine to an HR Professional position on the Citizen Commission on Council Salaries.

Vote: 6 - 0 - Unanimously

10. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Deasy opened the public hearing.

Police Sergeant Ryan Turley introduced the three applications noting no concerns.

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

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to forward all three applications to the state with a recommendation of approval.

Vote: 6 - 0 - Unanimously

A. **Consideration and Action on Liquor License Application:** Jeffrey Craig Miller, "Butler Easy Mart," 1311 E. Butler Avenue, Series 10 (beer and wine store), New License.

B. **Consideration and Action on Liquor License Application:** Larami Jean Sandlin, "Dark Sky Brewing Company," 103 W. Birch Avenue, Series 12, New Application.

C. **Consideration and Action on Liquor License Application:** Sergio Haron, "One Stop," 2325 S. Woodlands Village Boulevard, Series 09 (liquor store - all spirituous liquor), New Application.

11. CONSENT ITEMS

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

Councilmember McCarty stated that he had submitted questions on item 11D to staff; he received answers and is supportive of the item.

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to approve the Consent Agenda as presented.

Vote: 6 - 0 - Unanimously

A. **Consideration and Approval of BNSF Railway Preliminary Engineering Services Agreement:** Lone Tree Overpass Project Construction Document Review.

1. Approve the Lone Tree Overpass Project (Project) Preliminary Engineering Services Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $78,601; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Final Plat:** Case No. PZ-21-00271-01, VP66 & Woody Mountain LLC, requests Final Plat approval for @Liv Flagstaff located at 2701 S Woody Mountain Road, a two lot subdivision in the Medium Density Residential (MR) and Rural Residential (RR) Zones.

Staff recommends the City Council approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

C. **Consideration and Approval of Final Plat** Case No. PZ-18-00030-07, Mogollon Engineering on behalf of Mongini & Selna Living Trust, requests Final Plat approval for The Lofts at Continental located at 5531 E Cortland Boulevard, a two-lot subdivision in the High Density Residential (HR) and Highway Commercial (HC) zones.

Staff recommends the City Council approve the Final Plat and authorize the Mayor to sign the Final Plat when notified by staff that all documents are ready for signature and recordation.

D. **Consideration and Approval of BNSF Railway Preliminary Engineering Services Agreement:** ADOT B40/Milton Underpass and BNSF Railway Bridge Reconstruction Document Review.

1. Approve the Milton Bridge Reconstruction Project (Project) Preliminary Engineering Services Agreement (Agreement) with BNSF Railway (BNSF) in the amount of $96,973; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with DataBank IMX, LLC in the amount of $97,017 for the Contract Management configuration of the OnBase platform.

1. Approve the Cooperative Purchase Contract with DataBank IMX, LLC in the amount of $97,071 for the Contract Management configuration of the OnBase platform; and
2. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Approval of Contract:** Approval of a Cooperative Purchase Contract with J.C. Cullen d/b/a Niles Radio Communications in the amount of $81,976.32 for a Network Communications Tower for Critical Water Infrastructure located at Lake Mary Well #2.

1. Approve the Cooperative Purchase Contract with J.C Cullen, Inc. d/b/a Niles Radio Communications in the amount of $81,976.32 for the purchase and installation of a Network Communication Tower for Critical Water Infrastructure located at Lake Mary Well #2; and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with Sands Motor Company in the amount of $80,745.22 for the purchase of one (1) 2021 Chevrolet Silverado 4500HD with Rugby 2-3 Yard Dump Body.

1. Approve the Cooperative Purchase Contract with Sands Motor Company in the amount of $80,745.22 for the purchase of one (1) 2021 Chevrolet Silverado 4500HD with Rugby 2-3 Yard Dump Body utilizing the Maricopa County cooperative purchase contract; and
2. Authorize the City Manager to execute the necessary documents.

H. **Consideration and Approval of Grant Acceptance:** Grant agreement between the State of Arizona, through the Arizona Department of Transportation, Multi-modal Planning Division, Aeronautics Group, and the City of Flagstaff for the Airport Pavement Management System.

Approve the Grant Agreement with the State of Arizona, Arizona Department of Transportation, Multi-modal Planning Division, Aeronautics Group for grant funds in the amount of $1,415,380.00 (with a city match of $141,538.00) for airport pavement maintenance.

I. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract for a Velocity Pumper Fire Engine and a Velocity Aerial Quint Unit with Hughes Fire Equipment, Inc., in the total amount of $2,097,693.50.

1. Approve the Cooperative Purchase Contract for a Velocity Pumper Fire Engine in the amount of $817,673.90 and a new Velocity Aerial Quint Unit in the amount of $1,280,019.60 from Hughes Fire Equipment, Inc. in the total amount of $2,097.693.50; and
2. Authorize the City Manager to execute the necessary documents.

12. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2022-07:** An ordinance of the Council of the City of Flagstaff, Arizona approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Financing Authority of Arizona from its Clean Water Revolving Fund program; delegating the determination of certain matters relating thereto to the Mayor, the City Manager and the Management Services Director of the City; providing the transfer of certain moneys and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this ordinance and declaring an emergency.

Management Services Director Rick Tadder stated that in addition to the second reading of the ordinances, staff is seeking to add an emergency clause to allow staff to be more aggressive with the financing in the stormwater fund.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Ordinance No. 2022-07 by title only for the final time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA FROM ITS CLEAN WATER REVOLVING FUND PROGRAM; DELEGATING THE DETERMINATION OF CERTAIN MATTERS RELATING THERETO TO THE MAYOR, THE CITY MANAGER AND THE MANAGEMENT SERVICES DIRECTOR OF THE CITY; PROVIDING FOR THE TRANSFER OF CERTAIN MONEYS AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH LOAN AGREEMENT AND THIS ORDINANCE AND DECLARING AN EMERGENCY

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2022-07.

Vote: 6 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2022-08:** An ordinance of the Council of the City of Flagstaff, Coconino County, Arizona (1) providing for the sale and execution and delivery pursuant to a Series 2019 Utility System Revenue Trust Agreement of utility system revenue obligations, in one or more series evidencing proportionate interests of the owners thereof in installment payments of the purchase price to be paid by the City of Flagstaff, Arizona, pursuant to a Series 2019 Utility System Revenue Purchase Agreement to finance costs of certain improvements to the water and sewer utility system of the City; (2) authorizing the completion, execution and delivery with respect thereto of agreements necessary or appropriate as part of financing the costs of such improvements and paying related financing costs; (3) delegating to the Mayor, the City Manager, and the Management Services Director certain authority with respect to the purposes hereof; (4) authorizing the Management Services Director to expend all necessary funds therefor and (5) authorizing the Management Services Director or his designees to take all other actions necessary to the consummation of the transaction contemplated by this ordinance and declaring an emergency.

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to read Ordinance No. 2022-08 by title only for the final time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA (1) PROVIDING FOR THE SALE AND EXECUTION AND DELIVERY PURSUANT TO ONE OR MORE UTILITY SYSTEM REVENUE TRUST AGREEMENTS OF UTILITY SYSTEM REVENUE AND REVENUE REFUNDING OBLIGATIONS, IN ONE OR MORE SERIES, EVIDENCING PROPORTIONATE INTERESTS OF THE OWNERS THEREOF IN INSTALLMENT PAYMENTS OF THE PURCHASE PRICE TO BE PAID BY THE CITY OF FLAGSTAFF, ARIZONA, PURSUANT TO ONE OR MORE UTILITY

SYSTEM REVENUE PURCHASE AGREEMENTS TO FINANCE AND/OR REFINANCE COSTS OF CERTAIN IMPROVEMENTS TO THE WATER, WASTEWATER AND STORMWATER UTILITY SYSTEM OF THE CITY; (2) AUTHORIZING THE COMPLETION, EXECUTION AND DELIVERY WITH RESPECT THERETO OF AGREEMENTS NECESSARY OR APPROPRIATE AS PART OF FINANCING AND/OR REFINANCING THE COSTS OF SUCH IMPROVEMENTS AND PAYING RELATED FINANCING COSTS; (3) DELEGATING TO THE MAYOR, THE CITY MANAGER AND THE MANAGEMENT SERVICES DIRECTOR CERTAIN AUTHORITY WITH RESPECT TO THE PURPOSES HEREOF; (4) AUTHORIZING THE MANAGEMENT SERVICES DIRECTOR TO EXPEND ALL NECESSARY FUNDS THEREFOR; AND (5) AUTHORIZING THE MANAGEMENT SERVICE DIRECTOR OR HIS DESIGNEES TO TAKE ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS ORDINANCE AND DECLARING AN EMERGENCY

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to adopt Ordinance No. 2022-08.

Vote: 6 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2022-01:** An Ordinance of the City Council of the City of Flagstaff, extending and increasing the corporate limits of the City of Flagstaff pursuant to the provisions of Title 9, Chapter 4, Arizona Revised Statutes, by annexing approximately 10.05 acres of land located at 7000 North Highway 89, which certain land is contiguous to the existing corporate limits of the City of Flagstaff, and establishing city zoning for said land as Highway Commercial (HC) with a Resource Protection Overlay (RPO); providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Annexation: Project Number PZ-20-00164-03).***

Senior Planner Genevieve Pearthree stated that the matter was heard back in February and a first read of the ordinance was done. At that time Council gave direction to work with the developer on a development agreement. Staff has not yet received a development agreement and is looking to Council to either continue the item or move forward with the second read and adoption.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the request for a continuance until May 17, 2022.

Councilmember Shimoni stated that he met with the developer and they are not going to pursue a development agreement because it would be detrimental to their ability to pursue the project in Flagstaff. Instead of postponing, he would be comfortable with annexing and moving forward with the rezone.

Applicant Mike Zipprich addressed Council and provided information about the operations of their facilities. There is a high demand for their programs and services and he does not believe that a development agreement is needed.

Councilmember McCarthy stated that he would like to see the project move forward and he withdrew his second to the motion made by the Mayor.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Regina Salas to approve the request for a continuance until May 17, 2022.

Mayor Deasy expressed concern about not having more direct information as to why it is believed that a development agreement is not needed. He indicated that postponing would allow for that information to be gathered and presented.

Council and staff discussed what a development agreement is and how it is typically used as part of a rezone request rather than an annexation. Staff expressed challenges in determining exactly what Council wanted to see within the development agreement.

Mayor called for a vote on the motion.

Vote: 3 - 3

AYE: Councilmember Austin Aslan
Mayor Paul Deasy
Vice Mayor Miranda Sweet
NAY: Councilmember Adam Shimoni
Councilmember Jim McCarthy
Councilmember Regina Salas

The motion failed on a tie vote.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy to stop pursuing a Development Agreement.

Vote: 3 - 3

AYE: Councilmember Austin Aslan
Vice Mayor Miranda Sweet
Mayor Paul Deasy
NAY: Councilmember Adam Shimoni
Councilmember Jim McCarthy
Councilmember Regina Salas

The motion failed on a tie vote.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy to approve the request for a continuance until May 17, 2022.

Vote: 6 - 0 - Unanimously

D. **Consideration, and Adoption of Ordinance No. 2022-02:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.09 acres of real property generally located at 7000 North Highway 89, a portion of APN 301-50-005G, from the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) to the Rural Residential (RR) with a Resource Protection Overlay (RPO) with conditions, providing for severability, authority for clerical corrections, and establishing an effective date. ***(Flagstaff Rehab Campus Concept Zoning Map Amendment: Project Number PZ-20-00164-04).***

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the request for a continuance until May 17, 2022.

Vote: 6 - 0 - Unanimously

A break was held from 4:36 p.m. through 4:56 p.m.

E. **Consideration and Approval of Contract Amendment:** First Amendment to the Service Provider Contract for Community Health and Human Services with United Way of Northern Arizona in the total amount of $784,000.

Grants and Contracts Manager Stacey Brechler-Knaggs introduced Chair of the United Way of Northern Arizona Board Mike Kelly and Vice-Chair Armando Reese; they provided a PowerPoint presentation that covered the following:

ARPA LOCAL RECOVERY FUNDS
UNITED WAY OF NORTHERN ARIZONA
ALLOCATIONS FOR DISTRIBUTION
UWNA GRANTING HISTORY
UWNA APPLICATION PROCESS

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to approve the First Amendment to the Service Provider Contract with United Way of Northern Arizona for administration of $700,000 of the American Rescue Plan Act Coronavirus Local Recovery Federal and Non-Federal Funds with a 12% administrative fee for a payment in the amount of $84,000 for a total distribution to United Way of Northern Arizona of $784,000 and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

F. **Consideration and Approval of Contract:** First Amendment to the Service Provider Contract for Arts, Science, and Cultural Services with Flagstaff Arts Council d/b/a Creative Flagstaff in the total amount of $172,500.

Grants and Contracts Manager Stacey Brechler-Knaggs introduced Jonathan Stone with Creative Flagstaff; they provided a PowerPoint presentation that covered the following:

ARPA LOCAL RECOVERY FUNDS
CREATIVE FLAGSTAFF
ALLOCATIONS FOR DISTRIBUTION
IMPORTANCE OF STRENGTHENED INVESTMENT POST-COVID
20+ YEAR PARTNERSHIP WITH CITY

Community Investment Director David McIntire addressed Council to provide some corrections and clarifications related to the staff summary. These do not impact the new funds but corrected the numbers to be reflective of actual allocations.

Moved by Councilmember Adam Shimoni, **seconded by** Mayor Paul Deasy to approve the First Amendment to the Service Provider Contract with Flagstaff Arts Council d/b/a Creative Flagstaff for administration of the corrected $453,392.81 of the American Rescue Plan Act Coronavirus Local Recovery Federal and Non-Federal Funds with a 15% administrative fee for a payment of $22,500 for a total distribution to Creative Flagstaff of $172,500 and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

G. **Consideration and Approval of Ratifying Contract:** Ratify and Approve the Construction Contract with Tiffany Construction Co. for the Spruce Wash - Cedar Avenue to Dortha Avenue Channel and Inlet Improvements in the amount of $2,554,520.13.

Project Manager Christine Cameron addressed Council stating that the project has been operating under an emergency procurement since mid-March. Staff is seeking a ratification for approval of the contract.

Moved by Mayor Paul Deasy, **seconded by** Vice Mayor Miranda Sweet to ratify and approve the Construction Contract with Tiffany Construction Co. in the amount of $2,554,520.13, and allow a contract time of 116 calendar days and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

13. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-16**: A resolution approving the City of Flagstaff's 2022 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD).

Housing and Grants Administrator Kristine Pavlik provided a PowerPoint presentation that covered the following:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2022 ANNUAL ACTION PLAN
ARPA AND CDBG FUNDING SUMMARY
2022 CDBG ALLOCATION RECOMMENDATIONS

Mayor Deasy asked if the 20% administrative fee is typical. Ms. Pavlik explained that staff has historically used 20% which is the cap set by HUD, it includes 10% in indirect costs associated with the program including Legal, Grants and Contracting, and administrative costs of the city.

Moved by Councilmember Adam Shimoni, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2022-16 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT BLOCK GRANT 2022 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Moved by Councilmember Jim McCarthy, **seconded by** Mayor Paul Deasy to adopt Resolution No. 2022-16.

Vote: 6 - 0 - Unanimously

B. **Consideration and Approval of Preliminary Plat:** PZ-21-00154-01, MMV Devco, LLC requests Preliminary Plat approval for MMV D3 located at 1800 N Gemini Drive, a single-family subdivision on 6.31 acres in the Medium Density Residential (MR) Zone.

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

MMV D3 PRELIMINARY PLAT APPROVAL REQUEST
REQUEST OVERVIEW
VICINITY MAP
MMV D3 BACKGROUND
MMV D3 PRELIMINARY PLAT
REQUIRED FINDING #1: ZONING CODE (TITLE 10)
REQUIRED FINDING #2: ENGINEERING STANDARDS (TITLE 13)
REQUIRED FINDING #3: SUBDIVISION STANDARDS (TITLE 11)
FINDINGS AND RECOMMENDATION

Councilmember McCarthy asked how the parking garages will be set up. Ms. Antol stated that the houses are moved closer to the street and the garages are set back a bit further to allow for a contiguous building. The garage is not larger than the primary width of the units.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Jim McCarthy to approve the preliminary plat in accordance with the findings presented.

Vote: 6 - 0 - Unanimously

C. **Consideration and Adoption of Resolution No. 2022-17:** A resolution approving a Master Participating Agreement between the U.S. Department of Agriculture, Forest Service, Coconino National Forest, and the City of Flagstaff for Watershed Protection

Moved by Mayor Paul Deasy, **seconded by** Councilmember Regina Salas to read Resolution No. 2022-17 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE, UNITED STATES FOREST SERVICE, COCONINO NATIONAL FOREST AND THE CITY OF FLAGSTAFF FOR WATERSHED PROTECTION

Moved by Mayor Paul Deasy, **seconded by** Councilmember Regina Salas to adopt Resolution No. 2022-17.

Vote: 6 - 0 - Unanimously

D. **Consideration and Adoption of Ordinance No. 2022-10:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Chapter 1-14, *Personnel System*, by amending the Employee Handbook of Regulations relating to Alternative Work Schedules; providing for penalties; repeal of conflicting ordinances; severability; and establishing an effective date

Human Resources Consultant Jeanie Gallagher addressed Council stating that staff is requesting an amendment to the employee handbook related to the Alternative Work Schedules section. Ms. Gallagher explained that this is an effort to assist with work/life balance and employee retention through flexible work scheduling including telework. The proposed amendment continues to reflect the intent to support flexible scheduling but removes the administrative details and moves to a City Manager Directive. This allows for flexibility to make changes through the learned experiences.

Mr. Clifton added that the discussion has been active for some time. The policy revision is before the Leadership Team for consideration and he we will report back to Council on the outcomes once more thoroughly vetted throughout the organization. The revisions will allow for more remote working options when allowable and appropriate.

Councilmember Aslan stated that he has taken advantage of the ability to work remotely and he appreciates the shift to provide more flexibility.

Moved by Mayor Paul Deasy, **seconded by** Councilmember Adam Shimoni to read Ordinance No. 2022-10 by title only for the first time.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS RELATING TO ALTERNATIVE WORK SCHEDULES; PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

E. **Consideration and Adoption of Resolution No. 2022-18:** A resolution of the City Council of the City of Flagstaff, Arizona, calling a Primary Election to be held on August 2, 2022 for the purpose of nominating two mayor candidates for the General Election

Item pulled from the agenda.

14. PUBLIC PARTICIPATION

None

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

Councilmember Salas stated that she is looking forward to the Budget Retreat on Thursday and Friday.

Councilmember McCarthy reported that he had met with staff about how it might be possible to have a lower tax rate for primary residences. Now is probably not the right time

but it is something that he would like to consider at a later time under the right state leadership.

Councilmember Aslan offered an apology to Councilmember Shimoni for some perceived gestures during a meeting; it was not his intent and he apologized for creating the misperception.

Vice Mayor Sweet stated that she is also looking forward to the Budget Retreat and she will be attending the Earth Day festivities on Saturday.

Councilmember Shimoni acknowledged Councilmember Aslan's comments and thanked him. He is also looking forward to the Budget Retreat. He reminded everyone about Earth Day, the High School Pow Wow, and the Youth of the Year awards ceremony for the Boys and Girls Club.

Mayor Deasy reported that he met with Congressman O'Halleran to discuss infrastructure with a focus on the Airport. He, along with the Council, attended the Elevate Pre-K meeting to hear more about their programs and impacts on the community. He had a good meeting with the Alliance for the 21 st Century to discuss community issues and sustainability efforts.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held April 19, 2022, adjourned at 6:00 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 April 19, 2022. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 20th day of June, 2023.

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT
THURSDAY, APRIL 21, 2022
AQUAPLEX
1702 NORTH FOURTH STREET
8:30 A.M.

MINUTES

1. Call to Order

Mayor Deasy called the Budget Retreat of the Flagstaff City Council held April 21, 2022, to order at 8:32 a.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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 Mayor Deasy read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants,

border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. City Council FY 2022-23 Budget Retreat

Mr. Clifton offered some opening remarks and introduced Julie Lancaster who facilitated the retreat.

BUDGET RETREAT APRIL 21 & 22, 2022
WELCOME AND OVERVIEW
RETREAT PROTOCOL
AGENDA – DAY 1
AGENDA – DAY 2

Management Services Director Rick Tadder continued the presentation.

BUDGET TIMELINE AND APPROACH
BUDGET TIMELINE
BUDGET APPROACH
COLOR OF MONEY
REVENUE UPDATES
REVENUE UPDATE – GENERAL FUND

Acting Human Resources Director Brandi Suda continued the presentation.

INVESTING IN EMPLOYEES
STAFFING INCREASES
RECLASSIFICATIONS
REORGANIZATIONS
STAFFING HISTORY (FULL-TIME EQUIVALENTS)
FY 2022-2023 PROPOSED BUDGET BY CATEGORY

Contract Human Resources Consultant Jeanie Gallagher continued the presentation.

RETENTION TRENDS – TURNOVER COMPARISON
RETENTION TRENDS – EXIT INTERVIEW SUMMARY
ATTRACTION TRENDS

Interim Deputy City Manager Heidi Hansen continued the presentation.

RECRUITMENT EFFORTS

A break was held from 9:57 a.m. through 10:16 a.m.

Ms. Suda continued the presentation.

BUDGET APPROACH
COMPENSATION AND BENEFITS
COMPENSATION RECOMMENDATIONS
CPI ADJUSTMENT EMPLOYEE EXAMPLES

Ms. Gallagher continued the presentation.

COMPENSATION RECOMMENDATIONS
TOTAL EMPLOYEE INVESTMENT

EAC Co-Chair Jared Wotasik continued the presentation.

EMPLOYEE ADVISORY COMMITTEE
EAC BUDGET RECOMMENDATIONS

Mr. Tadder continued the presentation.

NEW BUDGET APPROPRIATIONS
SUMMARY – TOTAL BUDGET REQUESTS
EMPLOYEE INVESTMENTS – GENERAL FUND
INFRASTRUCTURE – GENERAL FUND
SUMMARY – GENERAL FUND

Councilmember McCarthy suggested not having any bond issues that year and instead adjust the primary property tax for inflation. Mr. Tadder explained that staff discussed the primary property tax with Council a few weeks ago and the direction was to not move forward with the legally required advertisement that would allow for a potential property tax increase.

Mr. Clifton added that the recommendation from the Citizen Bond Committee will be coming back to Council soon for consideration. With the numbers being considered from the bond projects, the city will not be able to absorb those costs outside of bonding. Staff continues to seek alternative funding through grants and at the state and federal levels.

Sustainability Director Nicole Antonopoulos continued the presentation.

AN INVESTMENT IN OUR FUTURE: CARBON NEUTRALITY
CARBON NEUTRALITY
CNP ALIGNMENT AND ADVANCEMENT BY TARGET AREA
CNP NEW INVESTMENTS
EXAMPLES OF REQUESTS THAT ADVANCE THE CNP: EQUITY
EXAMPLES OF REQUESTS THAT ADVANCE THE CNP: RESILIENCE
EXAMPLES OF REQUESTS THAT ADVANCE THE CNP: MITIGATION

Management Analyst Chris Rhode continued the presentation.

PRIORITY BASED BUDGET
PRIORITY BASED BUDGET PROCESS
KEY COMMUNITY PRIORITIES
OPERATING REQUESTS BY QUARTILE
RECOMMENDATIONS BY QUARTILE
REQUESTS AND RECOMMENDATIONS
TOTAL BUDGET REQUESTS – ALL FUNDS
RECOMMENDED REQUESTS IN Q4
INSIGHTS
NEXT STEPS

Councilmember Salas asked if there is a cost recovery component to consider line items and opportunities for cost recovery. Mr. Rhode stated that revenues would be cost recovery and an opportunity for the division to evaluate if cost recovery is necessary.

Mr. Tadder added that the PBB tool allows staff to align expenditures and revenues. The

increased revenue section is where staff has the ability to ask for increased fees. Staff continues to evaluate cost recovery.

Councilmember Shimoni asked if it is possible to fine tune the insights to look through the lens of the Carbon Neutrality Plan and Housing. Mr. Rhode explained that Housing was not included this year but the Carbon Neutrality Plan is incorporated as a part of the initial budget requests.

Senior Deputy City Manager Shannon Anderson continued the presentation.

NOVEMBER 2022 BALLOT MEASURES
TIMELINE

A lunch break was taken from 11:53 a.m. through 12:45 p.m.

Grants and Contracts Manager Stacey Brechler-Knaggs continued the presentation.

FEDERAL FUNDING
FEDERAL FUNDING ACRONYMS
FLOODING, GRANTS, BIL
FLOOD EMERGENCY WORK
FLOOD MITIGATION
ENVIRONMENTAL INFRASTRUCTURE
WATER AND WASTEWATER
ECONOMIC DEVELOPMENT

Interim Public Affairs Director Sarah Langley continued the presentation.

EARMARKS

Mr. Clifton continued the presentation.

DIVISION UPDATES
KEY COMMUNITY PRIORITIES
CARBON NEUTRALITY
CITY MANAGER
APPROVED REQUESTS BY PBB QUARTILE

Ms. Antonopoulos continued the presentation.

HIGH PERFORMING GOVERNANCE
SAFE AND HEALTHY COMMUNITY
INCLUSIVE AND ENGAGED COMMUNITY
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
LIVABLE COMMUNITY
ENVIRONMENTAL STEWARDSHIP
RESILIENT AND ROBUST ECONOMY

Councilmember Shimoni stated that he would like to consider additional funding for video work.

Ms. Suda continued the presentation.

HUMAN RESOURCES
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS

HIGH PERFORMING GOVERNANCE
SAFE AND HEALTHY COMMUNITY
INCLUSIVE AND ENGAGED COMMUNITY
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
LIVABLE COMMUNITY
ENVIRONMENTAL STEWARDSHIP
RESILIENT AND ROBUST ECONOMY

IT Director CJ Perry continued the presentation.

INFORMATION TECHNOLOGY
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
APPROVED REQUESTS BY PBB QUARTILE
HIGH PERFORMING GOVERNANCE
SAFE AND HEALTHY COMMUNITY
INCLUSIVE AND ENGAGED COMMUNITY
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
LIVABLE COMMUNITY
ENVIRONMENTAL STEWARDSHIP
RESILIENT AND ROBUST ECONOMY

City Attorney Sterling Solomon continued the presentation.

CITY ATTORNEY
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
APPROVED REQUESTS BY PBB QUARTILE
HIGH PERFORMING GOVERNANCE
SAFE AND HEALTHY COMMUNITY

Court Administrator Jessica Cortes continued the presentation.

DIVISION UPDATES
MUNICIPAL COURT
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
HIGH PERFORMING GOVERNANCE

Mr. Tadder continued the presentation.

MANAGEMENT SERVICES
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
APPROVED REQUESTS BY PBB QUARTILE
HIGH PERFORMING GOVERNANCE AND ENVIRONMENTAL STEWARDSHIP
HIGH PERFORMING GOVERNANCE

Fire Chief Mark Gaillard continued the presentation.

FIRE
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
HIGH PERFORMING GOVERNANCE
SAFE AND HEALTHY COMMUNITY
INCLUSIVE AND ENGAGED COMMUNITY
ENVIRONMENTAL STEWARDSHIP

Councilmember Shimoni asked about the marijuana tax allocations and if that funding is increasing. Mr. Tadder stated that the projections are about $400,000 per year and the primary use will be for the alternative care unit.

Councilmember Shimoni stated that he would like to see the addition of a Peer Specialist position for the CARE Unit. Chief Gaillard stated that there is not enough data to justify the need at this stage, more time is needed to learn more.

Police Chief Dan Musselman continued the presentation.

POLICE
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
HIGH PERFORMING GOVERNANCE
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
INCLUSIVE AND ENGAGED COMMUNITY

5. Public Participation

None

6. Adjournment

Day 1 of the Budget Retreat of the Flagstaff City Council held April 21, 2022, adjourned at 3:03 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL BUDGET RETREAT
FRIDAY, APRIL 22, 2022
AQUAPLEX
1702 NORTH FOURTH STREET
8:30 A.M.

MINUTES

1. Call to Order

Mayor Deasy called the Budget Retreat of the Flagstaff City Council held April 22, 2022, to order at 8:30 a.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

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 Sweet read the Mission Statement of the City of Flagstaff, and Mayor Deasy read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants,

border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. City Council FY 2022-23 Budget Retreat

Mr. Clifton and Ms. Lancaster offered opening remarks.

DAY 2 OPENING AND OVERVIEW

Community Development Director Dan Folke continued the presentation.

COMMUNITY DEVELOPMENT
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
HIGH PERFORMING GOVERNANCE
SAFE AND HEALTHY COMMUNITY
INCLUSIVE AND ENGAGED COMMUNITY
LIVABLE COMMUNITY

Council discussed opportunities to develop city owned property and the need to have allocated funding to assist in those efforts.

ROBUST RESILIENT ECONOMY
ENVIRONMENTAL STEWARDSHIP

Public Works Director Scott Overton continue the presentation.

PUBLIC WORKS
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
ENVIRONMENTAL STEWARDSHIP
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
SAFE AND HEALTHY COMMUNITY
ECONOMIC VITALITY
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
ROBUST RESILIENT ECONOMY
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE

Interim Deputy City Manager Heidi Hansen continued the presentation.

ECONOMIC VITALITY
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
HIGH PERFORMING GOVERNANCE
SAFE AND HEALTHY COMMUNITY
INCLUSIVE AND ENGAGED COMMUNITY
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
ENVIRONMENTAL STEWARDSHIP

Council discussed an increased focus on eco-tourim and multi-language outreach. They also encouraged lifting up minority owned businesses and increased funding for business retention, expansion, and attraction.

Water Services Director Andy Bertelsen continued the presentation

WATER SERVICES
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
HIGH PERFORMING GOVERNANCE
SAFE AND HEALTHY COMMUNITY
INCLUSIVE AND ENGAGED COMMUNITY
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
ENVIRONMENTAL STEWARDSHIP

City Engineer Rick Barrett continued the presentation.

ENGINEERING AND CAPITAL IMPROVEMENTS
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
HIGH PERFORMING GOVERNANCE
INCLUSIVE AND ENGAGED COMMUNITY
SAFE AND HEALTHY COMMUNITY
ROBUST RESILIENT ECONOMY
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
ENVIRONMENTAL STEWARDSHIP
LIVABLE COMMUNITY

A break was held from 10:08 a.m. through 10:25 a.m.

Parks, Recreation, Open Space, and Events Director Rebecca Sayers continued the presentation.

PARKS, RECREATION, OPEN SPACE, AND EVENTS
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
HIGH PERFORMING GOVERNANCE
SAFE AND HEALTHY COMMUNITY
INCLUSIVE AND ENGAGED COMMUNITY
SUSTAINABLE, INNOVATIVE INFRASTRUCTURE
ROBUST RESILIENT ECONOMY
LIVABLE COMMUNITY
ENVIRONMENTAL STEWARDSHIP

Councilmember Shimoni asked if Parks is able to help with clearing cinders on sidewalks. Assistant Parks, Recreation, Open Space, and Events Director Amy Hagin stated that sidewalk maintenance is the responsibility of property owners and the city will maintain city-owned sidewalks. A solution might be a better outreach campaign. Parks currently does not have the staff to maintain all the sidewalks in Flagstaff.

Management Services Director Rick Tadder continued the presentation.

NON-DEPARTMENTAL
APPROVED REQUESTS BY PBB QUARTILE
HIGHLIGHTS OF APPROVED BUDGET REQUESTS
CURRENT SERVICE PARTNER CONTRACTS
SERVICE PARTNER REQUESTS

Council discussed funding for Elevate Pre-K, Boys and Girls Club, Lowell Observatory, CATS, Flagstaff Trails Initiative, Flagstaff Shelter Services, and High Country Humane.

Council made the following requests:

- Obtain detailed financials from High Country Humane.
- Reduce the allocation to Lowell Observatory.
- Request an update from Flagstaff Shelter Services.
- Allocate $35,000 for Boys and Girls Club.
- Request an update from Lived Black Experience.
- Fund the Flagstaff Trails Initiative at the same level as the prior year from the Council Initiative Fund.
- Fund Elevate Pre-K at the requested amount.

A lunch break was held from 12:00 p.m. through 12:30 p.m.

Mr. Barrett continued the presentation.

CAPITAL IMPROVEMENT PROGRAM
SUMMARY
UPDATES FROM MARCH RETREAT

Following discussion, Council provided direction to move forward with the staff recommended action.

UNFUNDED CAPITAL IMPROVEMENTS
COUNCIL FOLLOW-UP

Mayor Deasy stated his priority is to make sure there are adequate funds for possible grant matching.

Councilmember Aslan stated that he wants to give voice to the Carbon Neutrality Plan for 2030 and making sure that the Capital Improvement Plan is viewed through the lens of heavily evaluating those outcomes.

Councilmember Salas stated that she would like to see projects that implement specific plans. She is supportive of public private partnerships, grants, opportunities for cost sharing, cost recovery, and increased community resilience.

Vice Mayor Sweet stated that the Carbon Neutrality, grant matching funds, and equity are her top priorities.

Mr. Tadder continued the presentation.

COUNCIL PARKING LOT ADDS/DELETES DISCUSSION

Council discussed their preferred allocations. Following discussion, the following items were funded:

- Peer Specialist – $39,500 ongoing and $20,500 one-time
- Evaluation of Alt. Response Consultant – $20,000
- Lived Black Experience – $49,900
- CATS Mobile Outreach Bus – $37,500
- Elevate PreK – $25,000

- Boys and Girls Club – $35,000
- Lowell Observatory Discovery Center – $35,000 from BBB
- Business Retention/Expansion Incentives – $30,000 from BBB
- Business Attraction Incentives – $20,000 from BBB
- Workforce Development – 5$0,000 from BBB
- Broadband – $170,000

REVIEW AND CONFIRM COUNCIL DIRECTION

Mr. Clifton offered closing remarks and summarized the two days of the retreat.

5. Public Participation

None

6. Adjournment

Day 2 of the Budget Retreat of the Flagstaff City Council held April 22, 2022, adjourned at 3:08 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL WORK SESSION
MONDAY, APRIL 25, 2022
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 April 25, 2022, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

Others present: City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Vice Mayor Sweet read the Mission Statement of the City of Flagstaff, and Councilmember McCarthy 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. City Council Vacancy Applicant Introductions

Each applicant was asked to provide a brief introduction to themselves and why they would like to serve on the City Council. Applicants were chosen by random and presented in the following order:

- McKenzie Jones
- Eva Putzova
- James Willis
- Charlie Odegaard
- Samantha Stone
- Khara House
- Lina Wallen
- Chris Verrill
- Joe Washington
- Alethea Karlin
- John McCoulloch
- Al White
- Jacqueline Kellogg
- Josh Stackhouse

5. Public Participation

None

6. Discussion of Eva Putzova's Qualifications and Application Materials

Council expressed their appreciation to all the applicants.

Councilmember Aslan stated that Ms. Putzova is fully qualified for the role and would bring the advantage of understanding and prior experience. He supports moving her forward to the next phase of the process.

Vice Mayor Sweet stated that she sees value in bringing on someone who has experience but she also sees value in bringing new ideas and perspectives.

Mayor Deasy stated that one of the important factors of his decision is who the public would support. Ms. Putzova got second place when she ran for Council and when she ran for Congress, she won by 15 points within the Flagstaff region. With that in mind, she has the public support to be in the position. He would support moving her forward to the next phase.

A written comment card in support of advancing Eva Putzova was submitted by Carmenlita Chief.

A roll call was requested to determine if Ms. Putzova would move forward to the next phase of the process.

Councilmember Aslan - Yes
Councilmember Salas - No

Mayor Deasy - Yes
Vice Mayor Sweet - No
Councilmember McCarthy - No
Councilmember Shimoni - Yes

It was determined that Ms. Putzova would not move forward to the next phase of the process.

7. Adjournment

The Special Work Session of the Flagstaff City Council held April 25, 2022, adjourned at 4:35 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL SPECIAL WORK SESSION
THURSDAY, APRIL 28, 2022
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 April 28, 2022, to order at 3:03 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

PRESENT: ABSENT:

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

Others present: Interim Deputy City Manager Heidi Hansen; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Salas read the Mission Statement of the City of Flagstaff, and Vice Mayor 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 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. City Council Vacancy Interviews

The City Council interviewed the following applicants:

- Alethea Karlin
- Al White
- Khara House
- Joe Washington
- Samantha Stone
- McKenzie Jones

The applicants were asked the following questions:

1. How have your policy views changed over time? Give an example when you have changed your mind on a critical and salient issue that could have a substantial impact on our community as a City Councilmember. Why did you change your mind on that issue?
2. Given the many issues City Council deliberates, how would you tackle conflicting policy decisions, such as housing vs. open space?
3. The City of Flagstaff is aiming for carbon neutrality by 2030. This lofty goal is the product of a bottom-up community-driven process that has demanded the global climate crisis be treated locally like the emergency that it is. Council has also recognized another emergency driven by the ground up, related to affordable housing. Are these two urgent challenges compatible with each other, or at odds? How will you address both crises simultaneously? How will you look at the question of Flagstaff‘s potential explosive growth over the next two decades through these two different lenses?
4. Flagstaff has a pilot alternate response program to serve as an alternative to traditional police responses to 911 calls. Do you believe that police funding should be reduced to fully implement this program? Please discuss your thoughts. How would you approach the issue of public safety?
5. Elaborate on your understanding of the city manager/city council form of government.
6. Follow Up Question: Describe your decision-making process within the city manager/city council form of government.
7. Give an example of when you felt that people of underrepresented backgrounds were not being treated in a way you were okay with and what did you do?
8. What is your favorite breakfast cereal and why?

A break was held from 5:35 p.m. through 5:58 p.m.

Vice Mayor Sweet thanked all the applicants. It is a strong applicant pool and each of them could serve in the position well. Each candidate brings something valuable to the table and that is what she will be considering in her evaluation.

Councilmember Aslan stated that the Council cannot go wrong in their appointment because the applicant pool is so strong. He encouraged those who may not get the position to consider running as a write-in candidate at the election. He stated that he appreciates the experience that Mr. Washington and Mr. White bring to the table. It is important to him that the person appointed can hit the ground running. Community representation is important to him as well.

Councilmember McCarthy stated that every candidate interviewed has high integrity which is

important to him. Experience is also a consideration and it make some sense to appoint someone who has served on Council before, but he is open minded to appointing someone new to Council. There are other types of experience to draw from to be successful; communication skills are very important and the ability to work together despite differing opinions.

Councilmember Shimoni also stated that he would like to appoint someone who can hit the ground running. He is looking for someone to join the team and be a pillar to lean on. He would like someone who can bring a strong rooted energy to the dais especially when there are difficult conversations. He would also like to see more diversity and community representation on the Council.

Councilmember Salas echoed the thoughts of the others. She is looking at knowledge, skills, and abilities; the value and potential of candidates to bring unity and cohesion in adversity.

Mayor Deasy stated that the number one consideration for him is if the individual would be elected if going through the formal process. Experience is important but each of the candidates bring different experiences, backgrounds, and influences but for him it is who would be voted in if the election was now. He encouraged those who are not selected for the appointment to consider running for Council as a write-in candidate.

5. Public Participation

None

6. Adjournment

The Special Work Session of the Flagstaff City Council held April 25, 2022, adjourned at 6:17 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 4, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held April 4, 2023, to order at 3:00 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 DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE (virtually)
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
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 Mayor Daggett 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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

A. **Consideration and Approval of Minutes**: City Council Regular Meeting of March 1, 2022, Regular Meeting of March 15, 2022, Work Session of February 28, 2023, and Regular Meeting of March 7, 2023.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the minutes of the City Council Regular Meeting of March 1, 2022, Regular Meeting of March 15, 2022, Work Session of February 28, 2023, and Regular Meeting of March 7, 2023.

Vote: 7 - 0 - Unanimously

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.

Coordinator for Indigenous Initiatives Rose Toehe addressed Council and provided information about the upcoming CJCC Indigenous Initiatives Committee and Listening Circles.

Richard Holtzin addressed Council with concerns about trash containers that are being placed in bike paths.

Mike Pappas addressed Council with concerns about NAIPTA and how they have treated him.

Jill Stephenson addressed Council with concerns about bicycle safety and the need for more protected bike lanes. She requested better street and pavement markings and more attention to snow covered bike lanes.

Dapper Dre addressed Council about moving away from only giving opportunities to people with cars. Significant improvements are needed for the safety of pedestrians and cyclists.

Scott Heinsius addressed Council asking them to allocate funds to key projects such as elevated bike lanes, protected intersections, and multi-modal positions.

Adam Shimoni addressed Council urging them to direct staff to prioritize funds that go toward making Flagstaff more walkable and bikeable.

Stefan Sommer addressed Council urging them to allocate funding toward bike safety. They need to shift the culture away from combustible vehicles and if things are made more safe more people will chose to bike or walk.

Cameron Clark submitted a written comment encouraging Council to improve safety for cyclists with protected intersections.

6. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Child Abuse Prevention Month

Mayor Daggett read and presented the Child Abuse Prevention Month proclamation.

B. Proclamation: Week of the Young Child

Mayor Daggett read and presented the Week of the Young Child proclamation.

C. Proclamation: Water Awareness Month

Vice Mayor Aslan read and presented the Water Awareness Month proclamation.

7. COUNCIL LIAISON REPORTS

Councilmember House reported that the Commission on Diversity Awareness discussed recommendations for Juneteenth as city holiday, formalized efforts to establish a Woman's Rights Commission, future proclamation recommendations, as well as continued work for the renaming of the San Francisco Peaks. The Housing Commission also met to discuss recommendations for ARPA and CDBG funding allocations.

Councilmember McCarthy reported that the Flagstaff Metropolitan Planning Organization will have their Executive Meeting later that week. He also reported that the Transportation Commission will be meeting to discuss the Butler/Beaver and Butler/San Francisco improved intersection plans and separated bike lanes.

Councilmember Matthews reported that she attended the Colorado Plateau Water Advisory Committee (CPWAC) meeting last week with Councilmember Aslan.

Councilmember Aslan reported that the Sustainability Commission met the prior week. He noted that at the CPWAC meeting, they received a presentation from Friends of the Rio de Flag about all the things going on with the Rio de Flag culturally and the sensitivities around that activity.

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:** Library Board.

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Jim McCarthy to appoint Catherine Moore to a term expiring November 2025.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to appoint Lisa Ganey to a term expiring November 2023.

Vote: 7 - 0 - Unanimously

9. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Scott Russel Perry Bromley, "Sizzler #429," 2105 S. Milton Road, Series 12 (restaurant), New License.

Mayor Daggett opened the public hearing.

Lieutenant Ryan Turley introduced the application noting nothing of concern.

There being no public comment, Mayor Daggett closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Deborah Harris to forward the application to the State with a recommendation for 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.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

A. **Consideration and Approval of Contract:** Approve the Construction Contract with Morning Dew Landscaping, Inc. in the amount of $261,057.30 ($241,212.00 base bid plus $19,845.30 contract allowance) for the Route 66 and Fanning S. Edge Landscaping Project.

1. Approve the Construction Contract with Morning Dew Landscaping, Inc. in the amount of $241,212.00 and a contract duration of 40 calendar days;
2. Approve a contract allowance of $19,845.30, which is 10% of the Engineers Estimate;
3. Approve Change Order Authority to the City Manager in the amount of $24,121.20 which is 10% of the lowest responsive bid; and
4. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Approve a Materials and Services Contract with JE Fuller Hydrology & Geomorphology, Inc. in the amount of $61,000 for the Purchase of Flood Alert Gauges and Maintenance to be 100% Reimbursed by the State Department of Forest and Fire Management.

1. Approve the Materials and Services Contract with JE Fuller Hydrology & Geomorphology, Inc. in the amount of $61,000 for the Purchase Flood Alert Gauges and Maintenance to be 100% Reimbursed by the State Department of Forest and Fire Management; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Reimbursement Agreement with Coconino County for a sewer main extension from the University Heights neighborhood to Ft. Tuthill.

Approve the Reimbursement Agreement and authorize the City Manager to execute on behalf of the City of Flagstaff.

D. **Consideration and Approval of Ratification:** Letter of Support for the Shadow Mountain Regional Flood Detention Structure

Approve Letter of Support for the Shadow Mountain Regional Flood Detention Structure

11. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2023-06:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 17.08 acres of real property generally located at 2950 East Butler Avenue, from the Rural Residential (RR) and Medium-Density Residential (MR) zones with a Resource Protection Overlay (RPO) to the Highway Commercial (HC) zone with an RPO, providing for severability, authority for clerical corrections, and establishing an effective date.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Deborah Harris to read Ordinance No. 2023-06 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 ZONING MAP TO REZONE APPROXIMATELY 17.08 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 2950 EAST BUTLER AVE FROM THE RURAL RESIDENTIAL (RR) AND MEDIUM-DENSITY RESIDENTIAL (MR) ZONES TO THE HIGHWAY COMMERCIAL (HC) ZONE WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to adopt Ordinance No. 2023-06.

Vote: 7 - 0 - Unanimously

12. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2023-16 :** A resolution of the Flagstaff City Council, authorizing the execution of a development agreement between the City of Flagstaff and MICM BUTLER LOFTS PROJECT LP, SIERRA VISTA NO 6 L.L.C., and BROOKSTONE VENTURES L.C. for the Lofts on Butler, related to the development of approximately 17.2 acres of land located at 2950 East Butler Ave and establishing an effective date.

Planning Development Manager Patrick St. Clair provided a PowerPoint presentation that covered the following:

LOFTS ON BUTLER DEVELOPMENT AGREEMENT RESOLUTION PZ-21-00284-04
LOCATION & SURROUNDING USES
DEVELOPMENT PROPOSAL
DEVELOPMENT AGREEMENT
FINDINGS
FINDING #1: DA PROVIDES COMMUNITY BENEFITS
FINDING #2: THE DA IS CONSISTENT WITH GENERAL PLAN
FINDING #3: DA COMPLIES WITH ARS 9-500.05
COUNCIL OPTIONS
CITIZEN PARTICIPATION
RECOMMENDATION

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to read Resolution No. 2023-16 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN MICM BUTLER LOFTS PROJECT LP, SIERRA VISTA NO 6 L.L.C., BROOKSTONE VENTURES L.C., AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 17.2 ACRES OF LAND LOCATED AT 2950 EAST BUTLER AVE AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to adopt Resolution No. 2023-16.

Vote: 7 - 0 - Unanimously

B. **Consideration and Adoption of Ordinance No. 2023-05:** An Ordinance of the City Council of the City of Flagstaff, amending Flagstaff City Code, Title 14 Human Relations, Chapter 14-02 Civil Rights, Section 14-02-001-0006 Complaint Procedures, to allow a verified charge to be filed within one hundred and eighty (180) calendar days after the alleged violation occurred; providing for repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

Item rescheduled to May 2, 2023 Council Meeting.

C. **Consideration and Adoption of Ordinance No. 2023-07:** An ordinance of the Flagstaff City Council authorizing the acquisition of real property for the Cinder Lake Landfill Road Improvement Project; providing for delegation of authority, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

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

CINDER LAKE LANDFILL ROAD IMPROVEMENTS PROJECT PROPERTY ACQUISITION
VICINITY MAPS
REQUIRED PRIVATE PROPERTY ACQUISITIONS
CURVE 1 TAKE DEPICTION
CURVE 3 TAKE DEPICTION

Council briefly discussed the design and how the route of the road was determined.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Lori Matthews to read Ordinance No. 2023-07 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR THE CINDER LAKE LANDFILL ROAD IMPROVEMENTS PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

D. **Consideration and Adoption of Ordinance No. 2023-08:** An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property interests for the Schultz Creek Stabilization Project and the Highway 180 Culvert Project; providing for delegation of authority, severability, repeal of conflicting ordinances, authority for clerical corrections, and establishing an effective date

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

HIGHWAY 180 CULVERT PROJECT PROPERTY ACQUISITION
VICINITY MAP
30% DESIGN
REQUIRED PRIVATE PROPERTY ACQUISITIONS
CHANNEL STABILIZATION
REQUIRED PRIVATE PROPERTY ACQUISITIONS

Councilmember Matthews asked if the water will be redirected to the north side. Stormwater Manager Ed Schenk stated that the project is not intended to move water or flow lines, it is only to stabilize the area. There will be rock structures that will help keep the channel in place and reduce debris movement into the neighborhoods.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2023-08 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE SCHULTZ CREEK STABILIZATION PROJECT AND THE HIGHWAY 180 CULVERT PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

E. **Consideration and Adoption of Ordinance No. 2023-09:** An ordinance of the City Council of the City of Flagstaff dedicating a public access easement across city-owned property located at 3500 N. West St.; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

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

3050 N. WEST ST. CITY PROPERTY PUBLIC ACCESS DEDICATION
VICINITY MAPS
CONCEPT PLAN
STREETVIEW
CONCEPT PLAN

Councilmember Matthews stated that providing access is a good alternative to what they have to deal with now and will help get them back to some sort of normalcy.

Anissa Doten addressed Council in support of the public access easement. She stated that the easement would allow her and her neighbors to construct an alternate driveway to their properties and increase the useable space that has been lost due to the flooding.

Mr. Clifton stated that he would like to keep the option open for the city to provide in kind assistance to the properties. The risk of flooding will remain a way of life for the property owners and finding ways to adapt is important.

Mayor Daggett expressed her support and stated that she is grateful that there is some kind of mitigation that can help people live in their homes.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Jim McCarthy to read Ordinance No. 2023-09 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF DEDICATING A PUBLIC ACCESS EASEMENT ACROSS CITY-OWNED PROPERTY LOCATED AT 3050 N. WEST ST; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

F. **Consideration and Adoption of Ordinance No. 2023-10:** An ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Milton Road and University Avenue right-of-way project; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

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

BEULAH EXTENSION/UNIVERSITY ROADWAY PROJECT PROPERTY ACQUISITION
VICINITY MAP
PROJECT MAP

Councilmember Matthews asked if the taking of the property is permanent. Mr. Doty explained that it is an underground infrastructure easement and there is a value to that but it is not a permanent take.

Councilmember Aslan stated that he is supportive; had it been a conversation of increasing the amount of property versus reducing he would have been more reluctant to move forward.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Lori Matthews to read Ordinance No. 2023-10 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE MILTON ROAD AND UNIVERSITY AVENUE RIGHT-OF-WAY PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Deborah Harris to read Ordinance No. 2023-10 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE MILTON ROAD AND UNIVERSITY AVENUE RIGHT-OF-WAY PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Jim McCarthy to adopt Ordinance No. 2023-10.

Vote: 7 - 0 - Unanimously

13. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition titled Declare Macy's Coffeehouse as a historic landmark

Brenden Trachsel addressed Council stating that Macy's has unique historical properties. It began in 1980 and was the states' first coffee house who served and roasted their own beans. It is a staple within the community and it deserves recognition. The City of Flagstaff has never actually put a property independently on the Flagstaff register and this would be a great candidate for that.

Councilmember McCarthy stated that philosophically he supports the request but would like to understand the legal implications. Neighborhood Planner Mark Reavis stated that an individual listing is very difficult, a district listing might be more appropriate as it is part of the Southside Neighborhood. The building that houses Macy's has been considered and determined as a contributing property to the district designation.

Mr. Clifton noted that there are conflicts with the Rio de Flag project that would need to be considered. More research is needed to understand what the implications may be so additional issues are not created down the road.

Vice Mayor Aslan stated that he is inclined to support advancing the petition because it is an interesting conversation and worthy topic. He would like to explore alternative ways of honoring and recognizing the business that are not so prescriptive. He likes the idea of interpretive materials and perhaps a non-binding resolution that recognizes the significance of the coffeehouse and its importance to the Southside Neighborhood.

Councilmember House stated that she finds the concept interesting and wants to know more. She does have questions about its eligibility and would like to examine the implications a designation may have on the Rio de Flag project. She would support moving the petition forward to a future meeting for discussion.

Council was supportive of moving the matter forward for further consideration and discussion.

14. PUBLIC PARTICIPATION

Anthony Garcia addressed Council about the repurposing of Fire Station #2. He expressed support for the potential project and thanked the Council for their consideration.

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

Councilmember Harris extended an invitation to Ms. Cleo's Tea Party on April 20, 2023.

Councilmember Matthews reported that she attended the Viola Awards. She also participated in the Regional Planning activities for community input. She will be hosting a Regional Plan mapping exercise at Anew Living next week. She also reported that she hiked Picture Canyon and encouraged the public to take advantage of that beautiful resource.

Councilmember House stated that April is National Poetry Month and she encouraged people to read, share, and enjoy poetry. She also attended the Viola Awards and noted that it was a great evening and several remarks were made about embracing and

diversifying the interpretation of the arts. She noted that April is also Fair Housing Month and the city will be hosting a Flagstaff Landlord Tenant Act Training on April 12, 2023.

Mayor Daggett reported that she participated as a judge with the Flagstaff Youth Climate Summit; it was a lot of fun and the projects that were put forth by students were very inspiring. She also reported that she attended an alternate response team meeting for an update on the RARE Assessment. She stated that she would like to consider having them present to the City Council at some point.

16. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held April 4, 2023, adjourned at 5:09 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 April 4, 2023. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 20th day of June, 2023.

_____
CITY CLERK

CITY COUNCIL CIP BUDGET RETREAT
FRIDAY, APRIL 7, 2023
CORE SERVICES FACILITY
3200 WEST ROUTE 66
8:30 A.M.

MINUTES

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 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 DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE (virtually)
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
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 Sweet read the Mission Statement of the City of Flagstaff, and Councilmember Harris 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. Capital Improvement Program Council Budget Retreat

Mr. Clifton offered some opening remarks and introduced Julie Leid who facilitated the retreat.

A PowerPoint presentation was presented that covered the following:

CAPITAL IMPROVEMENT PROGRAM (CIP) COUNCIL RETREAT
AGENDA
WELCOME, OBJECTIVES AND OPENING COMMENTS

Assistant Finance Director Heid Derryberry continued the presentation.

OVERVIEW/COLOR OF MONEY
CAPITAL IMPROVEMENT PROGRAM
WHAT IT PROVIDES
GENERAL GOVERNMENT
OTHER
COLOR OF MONEY

IT Director CJ Perry continued the presentation.

GENERAL GOVERNMENT
INFORMATION TECHNOLOGY
FIBER – CITY HALL TO BUTLER AVENUE
FIBER – INTERNET SERVICE PROVIDER (ISP) PUBLIC PRIVATE PARTNERSHIP
FIBER – FUTURE PLANNING

Assistant Parks, Recreation, Open Space, and Events Director Amy Hagin continued the presentation.

PARKS, RECREATION, OPEN SPACE & EVENTS
BUFFALO PARK NATE AVERY TRAIL GRANT
THORPE PARK RESTROOMS
CEMETERY COLUMBARIUM
THORPE PARK ANNEX

Mr. Clifton asked what the next steps are to see the cultural center come together. Ms. Hagin stated that conversations will start to come forward and they are gearing up to be ready to find and secure funding.

OBSERVATORY MESA TRAIL PLAN

Interim Deputy City Manager Heidi Hansen continued the presentation.

LIBRARY FUND
DOWNTOWN LIBRARY AMERICANS WITH DISABILITIES ACT (ADA) FRONT ENTRY

Community Investment Director Dave McIntire continued the presentation.

PARKING DISTRICT FUND
PROPERTY ACQUISITION

SOUTHSIDE CURB AND GUTTER

Senior Project Manager David Pedersen continued the presentation.

USGS BUILDINGS

Vice Mayor Aslan stated that he recently toured the USGS facility and it was a great experience. The building has a number of displays that showcase Flagstaff's space program history. He suggested that the city partner to make those exhibits accessible to the public. Mr. McIntire and Ms. Hansen stated that they will look for opportunities to partner with USGS to try and make the showcase accessible.

Senior Project Manager Christine Cameron continued the presentation.

DOWNTOWN MILE CORRIDOR

Council discussed the following:

- Ice concerns on Phoenix Avenue.
- Sequencing of the Downtown Mile and the Lone Tree Overpass projects.
- Future expansion of Milton.
- The design elements of the bridge.

Public Works Director Scott Overton and Mr. Clifton continued the presentation.

PROPOSITION 441 – SPRUCE WASH

Council discussed the following:

- Utilization of the wedge property at Cedar and West.
- Utility relocation along Grandview.
- Traffic and resident disruption during construction.

Water Services Engineering Director Gary Miller continued the presentation.

PROPOSITION 441 – WILDCAT TREATMENT PLANT UPGRADES
PROPOSITION 441 – RIO TREATMENT PLANT UPGRADES

A break was held from 10:42 a.m. through 11:00 a.m.

Public Works Streets Director Sam Beckett and Senior Project Manager Adam Miele continued the presentation.

STREETS (HURF)/TRANSPORTATION

Council and staff briefly discussed how HURF allocations are calculated and what those funds can be used for.

ROAD REPAIR / STREET SAFETY (RRSS)
HURF ROADWAY MAINTENANCE

At this time, the Mayor called for public participation.

Adam Shimoni addressed Council and stated that walking and biking is a quality of life issue. If people felt safe enough to walk and bike, they would do so more frequently. Removing the bike

lanes will be taking a step back and he encouraged Council to find the funding needed to elevate the separated bike lanes.

Capital Improvements Engineer Trevor Henry continued the presentation.

TRANSPORTATION TAX FUND
TRANSPORTATION TAX
FY 2023-2024 PROJECTS
FY 2024-2025 TO FY 2027-2028 OUT-YEAR PROJECTS
LONE TREE OVERPASS

A break was held from 11:55 a.m. through 12:30 p.m.

Senior Project Manager Jeremy DeGeyter continued the presentation.

BUTLER-FOURTH IMPROVEMENTS
LOCKETT CEDAR ROUNDABOUT

Council discussed the following:

- Location of the traffic signal.
- Property acquisitions.
- The impacts of construction.
- Coordination of construction schedules.
- Design elements.

Senior Project Manager David Pedersen continued the presentation.

JW POWELL EXTENSION

Council discussed the following points:

- The potential for housing developments.
- Road design and future expansion.

BEULAH/UNIVERSITY
SWITZER CANYON TRAIL

Mr. Henry continued the presentation.

LONE TREE – O'LEARY TO PINE KNOLL
COUNTRY CLUB – OAKMONT

Senior Transportation Planner Martin Ince continued the presentation.

TRANSPORTATION – BIKE-PEDESTRIAN
FUNDING SOURCES – 5 YEARS
PRIORITIZATION PROCESS
PRIORITIZATION FACTORS
GENERAL BIKE-PEDESTRIAN PLANNING

Councilmember Matthews stated that with all the projects being built off Butler, the traffic issues will increase rapidly, she believes that raised bike lanes should be a top priority.

Councilmember McCarthy stated that the challenges and costs associated with the separated

bike lanes are significant. He would be supportive of raising the bike lanes up to sidewalk level because the ongoing maintenance would be less. He believes that the Butler project should be a higher priority.

Vice Mayor Aslan stated that he does not believe that the candlesticks are working and the alternative solution of raising the bike lanes to the sidewalk level is exciting and it should be made a priority.

Council agreed that the raised bike lanes project should be elevated in priority to the extent possible.

Mr. Ince continued the presentation.

BUTLER AVENUE PROJECT PREDESIGN
FUTS TRAILS
SIDEWALKS
ENHANCED CROSSINGS
GRADE-SEPARATED CROSSINGS
BIKEWAYS
SIDEWALKS
CROSSINGS
BIKEWAYS

Beautification, Arts, and Sciences Manager Jana Weldon continued the presentation.

BED, BOARD AND BEVERAGE (BBB) FUNDS
BEAUTIFICATION FUND & ARTS & SCIENCE FUND
BEAUTIFICATION FUND
DOWNTOWN CONNECTION CENTER ART GLASS AND SOUTHSIDE GROVE SCULPTURE
LONE TREE OVERPASS BEAUTIFICATION/ARTISTIC COMPONENTS
ASPEN AVENUE "NICHE”
SWITZER CANYON ROUNDABOUT
DOWNTOWN GREEN
PLAYGROUND BEAUTIFICATION
OUT YEAR PROJECTS
CITY LAWN
ROUNDABOUTS
ALLEY ACTIVATION
NORTH EDGE MILTON & TRAIN PLATFORM
SCHOOL WALKWAYS
FOURTH STREET BRIDGE PHASE II
ARTS AND SCIENCE FUND
MURDOCH PARK 3D ARTWORK
FY 2023-2024 PROJECTS
DOWNTOWN CONNECTION CENTER LOCAL ARTIST COMPONENTS
INDIGENOUS REPRESENTATION: ROTATING 3D MULTI-CULTURAL ART
ARTX
OUT YEAR PROJECTS
ALLEY ACTIVATION
EASTSIDE NEIGHBORHOODS
RIO DE FLAG – PUBLIC ART
INDOOR ART
PLUTO, LUNAR LEGACY

A break was held from 2:26 p.m. through 2:35 p.m.

Ms. Hagin continued the presentation.

RECREATION
SPORTS/PICKLEBALL COURTS AT BUSHMASTER PARK
HERITAGE SQUARE RESTROOM
PONDEROSA PARK RECONSTRUCTION
WEST SIDE PARK
HVAC IN GYM AT HAL JENSEN RECREATION CENTER
CHESHIRE PARK EXPANSION – TRACK AND MULTIPURPOSE FIELD
CONTINENTAL BALLFIELDS – GIRLS SOFTBALL FIELDS

Airport Program Manager Brian Gall continued the presentation.

ENTERPRISE FUNDS
AIRPORT FUND
FY 2023-2024 PROJECTS
MULTI-USE EQUIPMENT BUILDING
LAND ACQUISITION
UPGRADE PERIMETER ACCESS ROAD
FAA AIRPORT IMPROVEMENT PROGRAM
FAA AIP INFRASTRUCTURE LAW
OUT YEAR PROJECTS

Solid Waste Director Evan Tyrell continued the presentation.

SOLID WASTE FUND
5-YEAR PROGRAM BUILT ON MOST IMMEDIATE NEEDS
PROGRAMMATIC IMPACTS
COMMITTED, ACTIVE PROJECTS
LANDFILL ACCESS ROAD RECONSTRUCTION
PHASE II CELL D ENGINEERING DESIGN
MRF TO TRANSFER STATION TRANSITION STUDY
PLANNED PROJECTS
PHASE II CELL D EXCAVATION AND GRADING
MRF TO TRANSFER STATION RENOVATIONS
LITTER CONTROL PERIMETER FENCE ENHANCEMENTS

Mr. Miller continued the presentation.

DRINKING WATER FUND
WASTEWATER FUND
RECLAIMED WATER FUND
STORMWATER FUND

Mr. DeGeyter continued the presentation.

STORMWATER – RIO DE FLAG

Mr. Clifton continued the presentation.

UPCOMING PROJECTS
SUNNYSIDE STEAM/NEIGHBORHOOD FACILITY

FOUNDATION FOR SENIOR LIVING
OLD COURTHOUSE PROPERTY

At this time, the Mayor called for public participation.

There were no in-person speakers. Written comments were submitted by Scott Heinsius, Valerie Piet, and Phoenix Eskridge-Aldama in support of funding for protected intersections at Butler and Beaver and Butler and San Francisco, elevating the Butler bike lane pilot to the height of the sidewalk, and increased staffing for the Multi-Modal team.

Councilmember Harris stated that it will be important to engage with the public about the timelines, impacts, and alternative routes for all these projects.

Councilmember House stated that it is surprising that Flagstaff does not have a science center of sorts. She believes it would be a real opportunity for the city to consider some sort of facility. There is potential for collaborations and partnerships to achieve community goals and move forward.

Councilmember Sweet stated that it is inspirational to see all the things that the city is working on and all the projects that are at the point of construction. Getting the public excited about the improvements will help with the impacts that they will create while under construction. There is so much going on but it is exciting to see the direction the city is going.

Councilmember Matthews suggested monthly outreach to the community to share the benefits of the projects, the timelines associated with them, the impacts they will cause during construction, and highlights of the end result.

Council offered appreciation for the information and preparation by staff. They also commented on all the things that are moving and nearing construction. It is exciting to see everything that is just around the corner and all the benefits it will bring to the community.

5. Adjournment

The Budget Retreat of the Flagstaff City Council held April 7, 2023, adjourned at 4:10 p.m.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, APRIL 18, 2023
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
3:00 P.M.

MINUTES

1. CALL TO ORDER

Vice Mayor Aslan called the meeting of the Flagstaff City Council held April 18, 2023, to order at 3:00 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:
VICE MAYOR ASLAN	MAYOR DAGGETT
COUNCILMEMBER HARRIS	COUNCILMEMBER MATTHEWS
COUNCILMEMBER HOUSE	COUNCILMEMBER SWEET
COUNCILMEMBER MCCARTHY	

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 Harris read the Mission Statement of the City of Flagstaff, and Councilmember House read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions,

and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. PUBLIC PARTICIPATION

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

Austin McCormick addressed Council about the road conditions in Flagstaff and requested that potholes be repaired along with repainting of the street striping.

Jill Stephenson addressed Council about climate change and urged them to take immediate action.

Due to technology issues, a break was called from 3:07 p.m. through 3:38 p.m.

Kaitlyn Hann addressed Council about affordable housing issues in Flagstaff.

Caleb Gullings addressed Council about road conditions on Route 66 and lack of visible lines on the roadway. He requested that the striping on Route 66 be repainted.

Paul Haro addressed Council with concerns about the potential installation of eight pickleball courts at Bushmaster Park.

5. COUNCIL LIAISON REPORTS

Councilmember House reported that she met with the City of Flagstaff Housing Team to discuss CDBG funding and the ten-year Housing Plan. They are working to bring forward the first-year implementation plan and start work on some of the programs within the plan.

Councilmember McCarthy attended the Planning and Zoning Commission meeting along with the Bicycle and Pedestrian Advisory Committee meetings, all were well attended with a lot of interest from the community. He also participated in the meet and greet for the Airport Director position.

Vice Mayor Aslan reported that he attended a webinar put on by Tyler Denham on Rethinking Parking – Lessons from Buffalo. It was a good webinar, and he recommended others watch the recording. He attended the Alliance meeting and also had a meeting with Solid Waste Director Evan Tyrrell about the repurposing of the Materials Recycling Facility. Lastly, he attended the Boys and Girls Club Youth of the Year event; it was great to attend and celebrate the youth of Flagstaff.

Councilmember Harris reported that she attended the Airport Commission meeting where they discussed the opening of the paid parking lots and working with Park Flag to monitor and manage the lots.

6. CONSENT ITEMS

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

Moved by Councilmember Khara House, **seconded by** Councilmember Deborah Harris to approve the Consent Agenda as presented.

Vote: 4 - 0 - Unanimously

A. Consideration and Approval of Contract: Approve Change Order No. 17 with Shephard Wesnitzer, Inc. in the amount of $190,700.00 and a 365 calendar day time extension for the Rio de Flag Flood Control Utility Relocation Design Services Contract.

1. Approve Change Order No. 17 with Shephard Wesnitzer, Inc. the amount of $190,700.00 and a 365 calendar day time extension for the Rio de Flag Flood Control Utility Relocation Design Services Contract; and
2. Authorize the City Manager to execute the necessary documents.

7. ROUTINE ITEMS

A. Consideration and Adoption of Ordinance No. 2023-07: An ordinance of the Flagstaff City Council authorizing the acquisition of real property for the Cinder Lake Landfill Road Improvement Project; providing for delegation of authority, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to read Ordinance No. 2023-07 by title only for the final time.

Vote: 4 - 0 - Unanimously

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR THE CINDER LAKE LANDFILL ROAD IMPROVEMENTS PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Austin Aslan to adopt Ordinance No. 2023-07.

Vote: 4 - 0 - Unanimously

B. Consideration and Adoption of Ordinance No. 2023-08: An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property interests for the Schultz Creek Stabilization Project and the Highway 180 Culvert Project; providing for delegation of authority, severability, repeal of conflicting ordinances, authority for clerical corrections, and establishing an effective date

Vice Mayor Aslan asked if there is an update on the work along Highway 180. Real Estate Manager Bryce Doty stated that ADOT has been out there doing emergency work on the culvert. Mr. Clifton stated that there are a lot of exciting things happening, and an update will be coming to Council in the near future. He noted that he met with a resident last week who

paid big compliments to staff on how the situation has been handled. It was a nice meeting to attend and he wanted to pass on the words of appreciation.

Moved by Councilmember Khara House, **seconded by** Councilmember Deborah Harris to read Ordinance No. 2023-08 by title only for the final time.

Vote: 4 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE SCHULTZ CREEK STABILIZATION PROJECT AND THE HIGHWAY 180 CULVERT PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Khara House, **seconded by** Councilmember Deborah Harris to adopt Ordinance No. 2023-08.

Vote: 4 - 0 - Unanimously

C. **Consideration and Adoption of Ordinance No. 2023-09:** An ordinance of the City Council of the City of Flagstaff dedicating a public access easement across city-owned property located at 3500 N. West St.; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to read Ordinance No. 2023-09 by title only for the final time.

Vote: 4 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF DEDICATING A PUBLIC ACCESS EASEMENT ACROSS CITY-OWNED PROPERTY LOCATED AT 3050 N. WEST ST; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to adopt Ordinance No. 2023-09.

Vote: 4 - 0 - Unanimously

D. **Consideration and Approval of Audited Financial Reports**: Year ending June 30, 2022

Finance Director Brandi Suda thanked the Finance Team and Grants and Contracts Team for their assistance in preparing for the audit. The Audit Committee met and reviewed the financial reports and approved the acceptance of the Annual Comprehensive Financial Report and Single Audits. Ms. Suda then introduced the City's Auditor Ann Fang with Clifton, Larson, and Allen who provided a PowerPoint presentation that covered the following:

JUNE 30, 2022 AUDIT SUMMARY
ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)
ACFR
SINGLE AUDIT
SINGLE AUDIT REPORT

PASSENGER FACILITY CHARGE (PFC) AUDIT
HIGHWAY USER REVENUE FIND (HURF)
AGREED UPON PROCEDURES
GASB PRONOUNCEMENTS IMPLEMENTED IN 2022

Council thanked Ms. Suda and Ms. Fang for the presentation.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Khara House to approve the FY 2021-2022 Annual Comprehensive Financial Report and the FY 2021-2022 Single Audit Report.

Vote: 4 - 0 - Unanimously

8. DISCUSSION ITEMS

A. Discussion on Public Notice of a Possible Primary Property Tax Levy Increase

Finance Director Brandi Suda provided a PowerPoint presentation that covered the following:

DISCUSSION ON NOTICE OF PRIMARY PROPERTY TAX INCREASE
PRIMARY PROPERTY TAXES – STATUTES
PRIMARY PROPERTY TAXES
ANATOMY OF PRIMARY PROPERTY TAXES
NET ASSESSED PROPERTY VALUES
PRIMARY PROPERTY TAX

Vice Mayor Aslan stated that the posting will allow the Council to discuss property taxes as part of the upcoming budget retreat. It will provide the ability to be as flexible as possible. He noted that the posting could create some confusion in the public.

Councilmember McCarthy stated that he has not studied the budget yet so he does not know if he would be interested in increasing the property tax or not. He supports moving forward with posting but asked that there be strong messaging that the Council has not made any decisions on an increase but that it could be considered at the budget retreat.

Councilmember Harris noted that it is important for Council to leave all their options open for consideration. She agreed that the messaging to the public should focus on the fact that the posting allows for the discussion and that nothing has been decided.

Council gave direction to move forward with the 60-day notice.

9. PUBLIC PARTICIPATION

None

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

Councilmember McCarthy stated that the Planning and Zoning Commission will be meeting later that week to continue their meeting about the zoning and other elements of the Northern Arizona Healthcare application.

Councilmember House reported that she received an email from an Environmental Sustainability student at NAU with ideas about supporting the Climate Action Goals. She forwarded that email to the Council to read. She also reported that she saw that there is a new business in downtown named Planet Science that refers to itself as Flagstaff's place for science, space, merchandise, and memorabilia. It is exciting because Council was just speaking about the desire to see a science center or some sort of engagement with astro tourism in Flagstaff.

11. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held April 18, 2023, adjourned at 4:31 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 April 18, 2023. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 20th day of June, 2023.

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
FRIDAY, APRIL 28, 2023
AQUAPLEX
1702 NORTH FOURTH ST
IMMEDIATELY FOLLOWING THE CONCLUSION
OF THE BUDGET RETREAT

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 2:56 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 Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

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

i. Legal advice regarding lease, construction, and service agreement with Norton Environmental Services.

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held April 28, 2023, reconvened into Open Session at 4:09 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MAY 2, 2023
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

Mayor Daggett called the Special Meeting (Executive Session) to order at 1:08 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 (arrived at 1:58 p.m.)	
COUNCILMEMBER SWEET	

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

3. Recess into Executive Session

Moved by Councilmember Khara House, **seconded by** Councilmember Miranda Sweet to recess into Executive Session.

Vote: 6 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3) and (7), respectively.

i. Legal advice and receive direction for contract and property negotiations related to possible lease and development of 31.45 acres adjacent to Flagstaff Pulliam Airport

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held May 2, 2023, reconvened into Open Session at 2:25 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MAY 23, 2023
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

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

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR 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 Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. 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 on Source of Income Discrimination Ordinance~~

ITEM WITHDRAWN FROM AGENDA

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

i. Legal Advice and Negotiations on Proposed Northern Arizona Healthcare Development Agreement

ii. Legal advice and discussion/update on water litigation and award of attorney's fee in Hopi litigation involving Snowbowl

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held May 23, 2023, reconvened into Open Session at 2:21 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, MAY 30, 2023
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

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

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT (virtually until 1:09 p.m.)	
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 Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

A. Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to A.R.S. §38-431.03(A)(3) and (7), respectively.

i. Legal advice and receive direction for contract and property negotiations related to Switzer Canyon Water Main Transmission Project

ii. Legal advice and receive direction for contract and property negotiations related to Spruce Wash (to Dortha Inlet) drainage easements

iii. Legal advice and receive direction for contract and property negotiations related to Rio de Flag Flood Control Project easements

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held May 30, 2023, reconvened into Open Session at 1:59 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

SPECIAL MEETING (EXECUTIVE SESSION)
TUESDAY, JUNE 6, 2023
STAFF CONFERENCE ROOM - SECOND FLOOR
FLAGSTAFF CITY HALL
211 WEST ASPEN AVENUE
1:00 P.M.

1. Call to Order

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

2. Roll Call

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

PRESENT:	ABSENT:
MAYOR DAGGETT COUNCILMEMBER HARRIS COUNCILMEMBER HOUSE (arrived at 1:13 p.m.) COUNCILMEMBER MATTHEWS COUNCILMEMBER MCCARTHY (arrived at 1:03 p.m.) COUNCILMEMBER SWEET	VICE MAYOR ASLAN

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

3. Recess into Executive Session

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Lori Matthews to recess into Executive Session.

Vote: 4 - 0 - Unanimously

4. Executive Session Confidentiality Statement

Discussions made during Executive Session are confidential by law. All persons present in Executive Session or who receive Executive Session information or materials shall keep the discussion, information and materials confidential and shall not disclose them, except as allowed by law.

5. Executive Session:

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

i. Preparation for City Manager and City Attorney Annual Evaluations

6. Adjournment

The Special Meeting (Executive Session) of the Flagstaff City Council held June 6, 2023, reconvened into Open Session at 2:09 p.m. at which time the meeting adjourned.

_____
MAYOR

ATTEST:

_____
CITY CLERK

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:
June Work Anniversaries

DESIRED OUTCOME:
Recognition of employees celebrating work anniversaries in the month of June

EXECUTIVE SUMMARY:

INFORMATION:

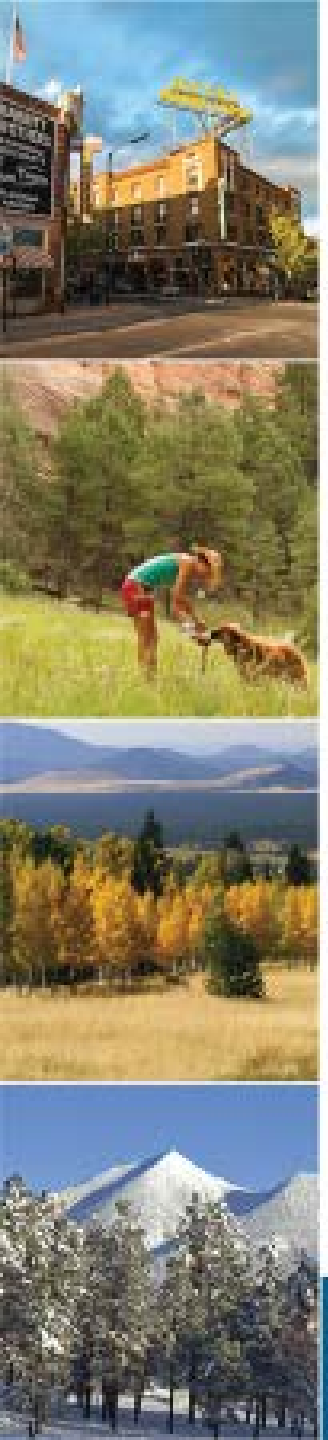
Attachments: Presentation

June Employee Work Anniversaries!

Five Year Anniversaries



Ronny Corey
Building Inspector



Five Year Anniversaries

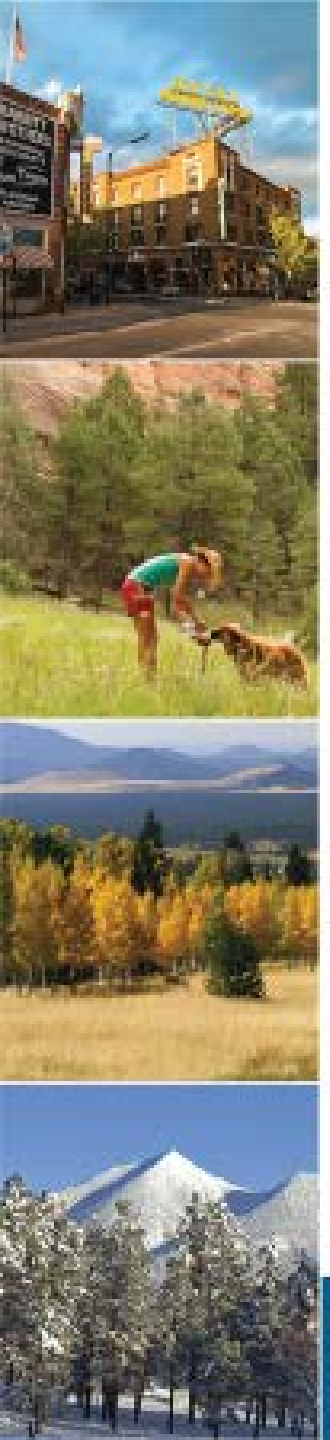
Lloyd Drinkard
Building Inspector



Five Year Anniversaries



Corryn Smith
Water Services IS Admin



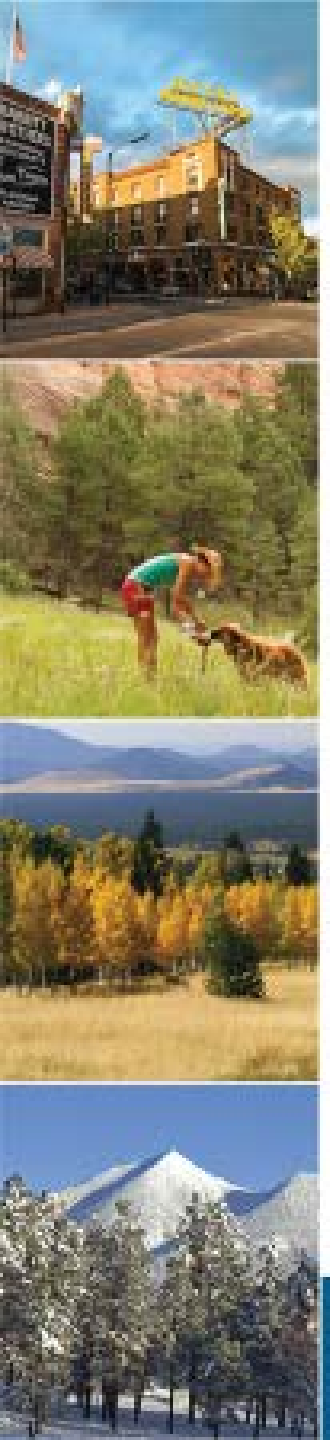
Five Year Anniversaries

Nanci Thomas
Sr Customer Service
Representative

Five Year Anniversaries



Genevieve Pearthree
Sustainability Analyst



Five Year Anniversaries

Maureen McCauley
Temporary Library Specialist

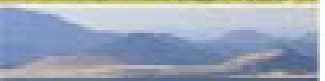
Ten Year Anniversaries



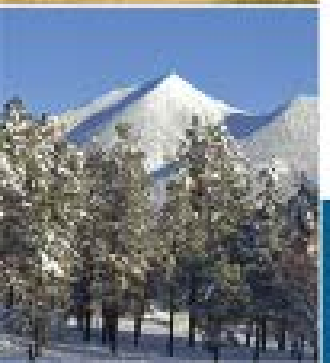
David Crockett
Street Operations Tech III







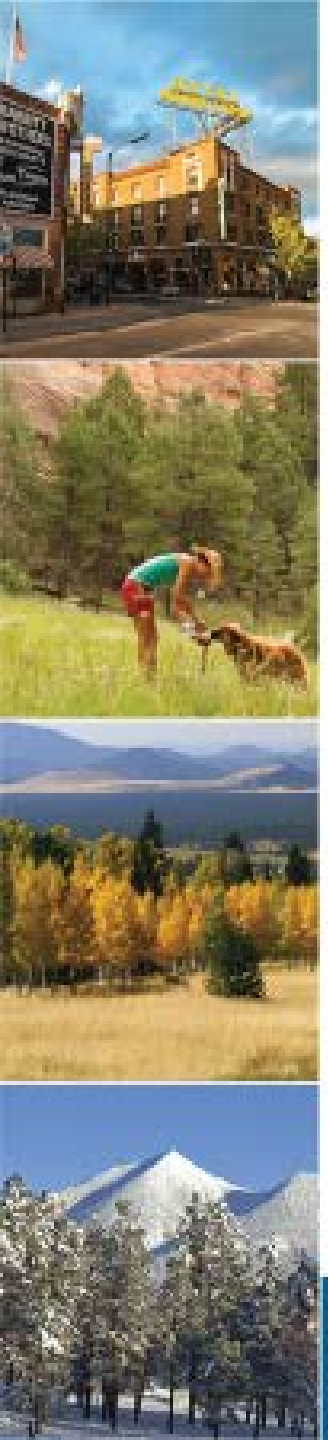




Ten Year Anniversaries

Tamara Lawless
Water Services Program Manager

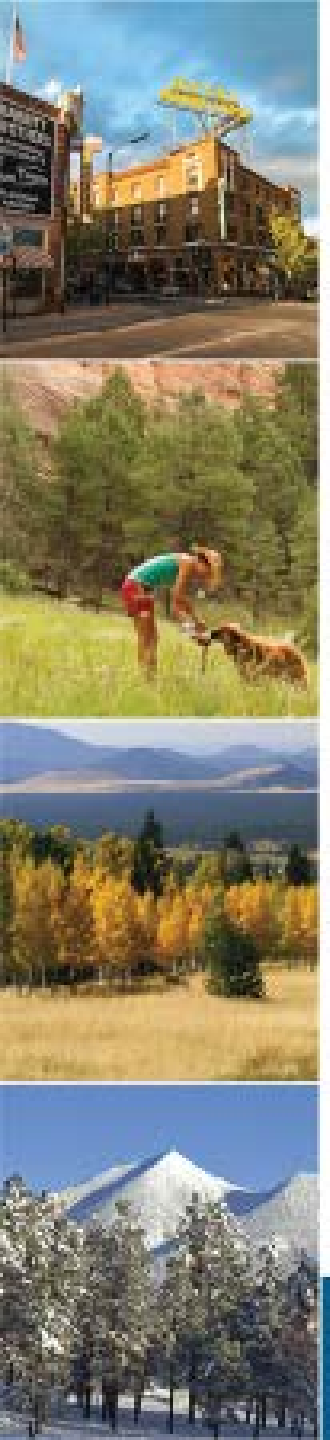




Fifteen Year Anniversaries



Dorothy Hernandez
Recreation Leader I



Fifteen Year Anniversaries

Gerald Snow
Recreation Leader I

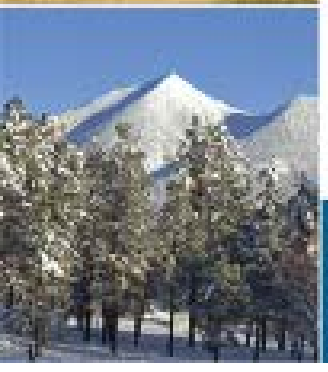


Fifteen Year Anniversaries



Jared Nishimoto
Court IS Coordinator



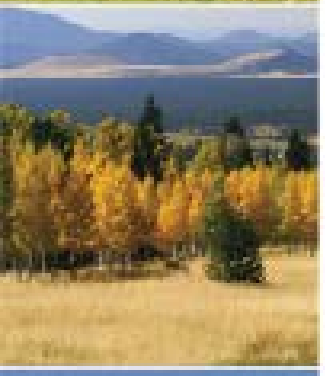
25 years plus!!!

Genevieve Eddie began her employment with the Flagstaff Municipal Court in June of 1998. Through the years she promoted into her current position as Court Judicial Specialist III. Over the last 25 years, Genevieve has gained an abundance of knowledge in our Court Services Department. She does a great job in managing the Court's motions and calendars and leading the Court Judicial Specialists.

The Court is appreciative of Genevieve's hard work, we thank her for her dedication and congratulate her on her 25-year work anniversary.








25 years plus!!!

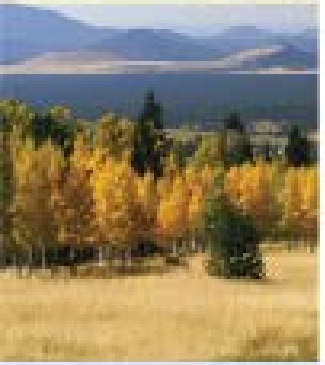
Earl Gutierrez has been a firefighter for the City of Flagstaff for the past 27 years. His dedication to our department and the citizens of Flagstaff shows in his attitude every day. He values shine through his commitment to physical fitness for the job, his love for his family, and his passion for hunting and fishing which provides food for his family.

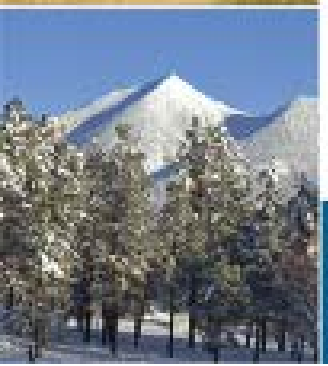


Every year our department holds an "Adopt-A-Family" Christmas Toy Drive and Earl is big part of the success of that program. He finds the families in need, then helps with the distribution of the Christmas gifts to the families. Earl is a true blessing to our department and the City of Flagstaff.









25 Years Plus!!!

Todd George has been working for the Flagstaff Fire Department for 28 years this June. He is a Captain and member of the Special Operations Team. Todd has served many years as the lead instructor for our Engineer Driving Training. He received a City Manager's Aspen Award for communication in 2021 for the work he did on the FFD compensation study.

In his time away from the department his passion is hunting and has been the hunting guide for most of the people on the department.

"Todd is one of our department's thoughtful leaders, his engagement and leadership has contributed to our team's success."



8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jessica Cortes, Court Administrator
Date:	06/05/2023
Meeting Date:	06/20/2023

TITLE:

Consideration of Appointments: Presiding Magistrate and On-Call Magistrate for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the appointments of Honorable Thomas Chotena as Presiding Magistrate and Honorable Paul Julien as On-Call Magistrate.

Executive Summary:

Appointment of all magistrates is required to be completed by the Flagstaff City Council for a two-year term under both the City Charter and FCC Section 1-15-001-0002(A). Appointment of Magistrates for the Municipal Court allows for ongoing operations of the court without interruption.

Magistrates hear criminal, civil, traffic and local code violations that are filed in the Flagstaff Municipal Court. They conduct trials, both jury and non-jury, and sentence individuals within the parameters set by law. Magistrates are required for the ongoing operational needs of the Municipal Court. Magistrates are critical to the criminal and civil processes of the judicial branch.

Judge Chotena and Judge Julien have been serving in their respective capacities as Presiding Magistrate and On-Call Magistrate at the Flagstaff Municipal Court and are requesting to continue in their current roles.

Financial Impact:

Funding for all judicial positions is included in the approved budget of the Flagstaff Municipal Court. No additional budgetary impact is anticipated.

Policy Impact:

Magistrates are critical to the criminal and civil processes of the judicial branch. These appointments help maintain an independent judiciary that is necessary for the ongoing operations of our local government. A strong, independent and fair judicial branch provides balance to criminal and civil matters that require resolution within our municipality.

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

Priority Based Budget Key Community Priorities and Objectives

Personnel - Attract and retain quality staff.

Has There Been Previous Council Decision on This:

Judge Chotena and Judge Julien have been appointed by previous City Councils and have been serving in the Flagstaff Municipal Court for twenty-one years and eight years respectively.

Options and Alternatives:

Approve the appointments.
Don't approve the appointments and request alternative candidates for Council consideration.

Attachments:

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Bryce Doty
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval of Contract Addendum: Second Addendum, and Third Addendum to the Lease of the Hopi Building at Heritage Square for Office Space

STAFF RECOMMENDED ACTION:

1. Ratify Second Addendum; and
2. Approve Third Addendum, to provide office space for City staff (ParkFlag and the Beautification, Arts and Sciences Program).

Executive Summary:

The City of Flagstaff is currently leasing office space at 6 E. Aspen Avenue for ParkFlag and the Beautification, Arts and Science program. City Council is being requested to ratify the Second Addendum, which extended the lease and was executed by City staff. City Council is being asked to approve the Third Addendum, which corrects the lease extension date from January 1, 2023 through December 31, 2025.

The City is sub-leasing part of the space to the Downtown Business Alliance (DBA). Metroplan was subleasing part of the space but opted not to execute an extension of its sublease. The Beautification, Arts and Sciences program has moved into the space vacated by Metroplan.

Financial Impact:

The City's monthly rent is set at $5,441.41 for annual cost of $65,296.92. ParkFlag has a budget of $27,300 in account 061-07-231-0890-6-4241 and Beautification, Arts and Sciences has a budget of $30,000 in account 051-07-211-0820-5-4241. In addition, the DBA pays the City a total of $15,600 annually for its sublease.

Policy Impact:

None

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

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

Has There Been Previous Council Decision on This:

Consideration and approval of Lease and Sub-lease with the Flagstaff Metropolitan Planning Organization and with the Downtown Business Alliance on November 19, 2019.

Background/History:

The City has a lease for use of the Hopi Building (6 E Aspen Ave, Ste 200) on the western boundary of Heritage Square. That lease has been in place for three years. The City, specifically ParkFlag, has been the lessee with the Downtown Business Alliance (DBA) and MetroPlan as sublessees.

Notification of intent to renew the lease was required by October 1st of this year. Just prior to that notification, MetroPlan announced they would not be continuing as a sublessee. This created a situation where the decision to renew was required without all the uses fully determined, however there were no alternate areas with proper size available in the ParkFlag district at that time.

The Beautification, Arts and Sciences program is currently located in City Hall with two offices. The program has a new position starting which will lead to a total of three full time employees. The program has assumed the space vacated by Metroplan at the Hopi Building.

Key Considerations:

- Lends efficient operations for customer service and enforcement patrols;
- Compliant with the Americans with Disabilities Act requirements;
- Size and configuration supports the program and the co-location with the Downtown Business Alliance and the Arts and Beautification;
- Offers safe entry and exit with adequate lighting for night shift security;
- Reduces or is equal to overall cost as compared to past parking office.

Attachments: Lease Agreement
Addendum one (1)
Addendum two (2)
Addendum three (3)

City of Flagstaff

Grants and Contracts Office

☐ URGENT

INDEX #: LEA-2020-084-AG1

(assigned by Grants and Contracts Office)

Prior Index #: _____

DOCUMENT TRACKING FORM

DOCUMENT TYPE:	CONTRACT/AGREEMENT TYPE:		DOCUMENT SUBTYPE:	
☑ Contract/Agree.	☐ Term	☐ Development	☑ Primary	☐ Deliverable
☐ Grant	☑ Lease	☐ Intergovernmental	☐ Amendment	☐ Sublease
☐ Deed	☐ License	☐ Reclaimed Water	☐ Extension	☐ Other
☐ Easement	☐ General/Other	☐ Construction: General	☐ Change Order	
☐ Other	☐ Grant Funded	☐ Proprietary/Sole Source		

Document Title: Office Lease Agreement

Parties: Hopi Tribe Economic Development Corporation

Project/Subject: Lease of the Hopi Building at Heritage Square (Park Flag)

Amount: $5,129.06 per month **Effective Date:** 01/01/2020 **Expiration Date:** 12/31/2022

Approved by Council: ☑ Yes If yes, Council Meeting Date: 11/19/2019 (Attach copy of approved staff summary)

☐ No If no, Reason: ☐ Under $50k ☐ Emergency ☐ JOC ☐ Other: _____

Insurance? ☐ Yes ☐ No ***If yes, attach Certificate of Insurance approved by Risk Management.***

Submitted By: Charity Lee **Date Submitted:** 12/13/2019 **Number of Originals:** 1

Key Contact: C. Lee/ J. Portillo / D. McIntire **Department:** Economic Vitality **Telephone Extension:** x 2072 / x 2960 / x2907

Comments: _____

ROUTING INFORMATION

Needed Reviewers: ☑ Grants and Contracts Manager SBK **Date:** 12/13/19

☐ Purchasing Manager _____ **Date:** _____

Date Sent to Legal: 12.13.19 **Legal Review Number:** AW **Date Returned from Legal:** 12/13/19

Executing Official: ☑ Mayor ☐ City Manager ☐ Division Director

Date Sent to Executing Official: 12-13-19 **Date Returned to Contracts:** 12/16/19

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	John Portillo, Parking Manager
Co-Submitter:	David McIntire
Co-Submitter:	David McIntire
Date:	11/13/2019
Meeting Date:	11/19/2019

TITLE:

Consideration and Approval of Office Lease Agreement: Between the HOPI TRIBE ECONOMIC DEVELOPMENT CORPORATION, a federally chartered corporation, wholly owned by the Hopi Tribe, a federally recognized Indian tribe, 5200 E. Cortland Blvd., Suite E200 (Landlord) and the City of Flagstaff, a municipal corporation (Tenant);

Consideration and Approval of Sub-Lease: For a portion of the Hopi Building at Heritage Square Between City of Flagstaff (City) and the Flagstaff Metropolitan Planning Organization (FMPO);

Consideration and Approval of Sub-Lease: For a portion of the Hopi Building at Heritage Square Between the City of Flagstaff (City) and the Downtown Business Alliance (DBA).

STAFF RECOMMENDED ACTION:

1. Approve the Office Lease Agreement to provide office space for City staff (ParkFlag)
2. Approve the Sub-lease with the Flagstaff Metropolitan Planning Organization (FMPO)
3. Approve the Sub-lease with the Downtown Business Alliance (DBA)

Executive Summary:

The City of Flagstaff is currently leasing office space for ParkFlag at 120 N. Beaver Street. However, this lease is expiring. Staff was tasked with finding new office space in the downtown area, to also share space with the FMPO and the Downtown Business Alliance. Several options were researched.

Staff recommends that the City Council approve an Office Lease Agreement for office space at 6 E. Aspen Ave, #200, Flagstaff, AZ 86001 (Heritage Square). The City negotiated a few changes in the landlord's lease form, and those are reflected in the First Addendum, which is attached to the Office Lease Agreement. Rental space includes:

- An accessible and well-lit public space for customers to obtain parking permits and other parking-related business;

- A private office for the Parking Manager; Space to immediately accommodate six Parking Aides;
- Downtown location, desirable for implementation and enforcement of the parking program;
- Space requires no remodeling;
- Sufficient space for sub-lessees.

The Lease Term shall be for three (3) years and shall commence on January 1, 2020, and expire on December 31, 2022. The City has an option to extend the Lease for two (2) additional years ("Extended Term").

The City will sub-lease portions of the office space to FMPO and the DBA, which will offset the rent. The attached Sub-leases are still pending final review by FMPO and the DBA so that they may request a few changes before Council approval.

Financial Impact:

The City shall pay to the Landlord monthly rent of $5,129.06, includes taxes and utilities. A security deposit of $5,000.00 is also required prior to occupancy. The City will receive 1/3 of the deposit from FMPO and 1/3 of the deposit from DBA, plus their monthly rent for the use of the space.

Breakdown of costs for ParkFlag, DBA,FMPO the first year (Monthly Rent: $5,129.06):

- ParkFlag= $1,915.00 per month
- DBA= $1,300.00 per month
- FMPO= $1,915.00 month

Additional costs:

- Internet: Approximately $140.00 for internet which can be split three ways.
- Phone: Phone costs will be split between the parties.

Division of office space:

- ParkFlag to pay rent for two offices and use of common area;
- Downtown Business Alliance to pay rent for two offices and storage room;
- Flagstaff Metropolitan Planning Organization to pay rent for two offices, common area, and storage room.

ParkFlag was created as a special revenue fund. It was decided that rent would come directly from the parking revenue and would not be supported by other City funding. The budget team has approved an on-going budget for leasing office space for ParkFlag operations.

The City anticipates it will be able to reduce its current ParkFlag office space expenses by approximately $190.00 per month, or over $2,200.00 per year, not including phone or internet costs, as a result of entering into the new Office Lease Agreement and Sub-leases.

The FY 2020 budget of $20,000 for this lease is in account 061-07-231-0890-6-4241. The additional funding required will be pulled from the budgeted line item: Other Operating Supplies.

Policy Impact:

None

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

CODE COMPLIANCE

Achieve comprehensive and equitable code compliance.

Has There Been Previous Council Decision on This:

Council approved Resolution No. 2016-01 to adopt the Comprehensive Parking Management Plan on January 19, 2016, which established the Parking Program.

Council approved Resolution No. 2018-28 to amend the IGA between the City, County, and FMPO on June 4, 2018, which clarified that FMPO staff may procure various services from either the public or private sectors including office space.

Options and Alternatives:

1. Approve the Lease Agreement and Sub-Leases.
2. Do not approve the Lease Agreement (this option is not recommended as there is currently no space for the additional employees to work at current City facilities and no available private office space to accommodate the needs of the three programs: ParkFlag, Downtown Business Alliance, and Flagstaff Metropolitan Business Alliance.

Background/History:

The current location at 120 N. Beaver Street met all of the space requirements for ParkFlag and was a desirable location to implement and enforce the Parking Management Plan. However, the Lessor recently preferred a month-to-month lease to have the flexibility to vacate the office space for their needs. ParkFlag would prefer the stability of a longer-term lease as the Lessor could give the notice to vacate, and ParkFlag would have 60-days to vacate. ParkFlag looked at several locations in the downtown area that were available, and none met the needs to accommodate ParkFlag, Downtown Business Alliance, and Flagstaff Metropolitan Planning Organization. The limitations included: not meeting the requirements of the Americans with Disability Act, costs exceeded current costs, locations were not centrally located in the ParkFlag management area, and office space did not meet the needs of the staff. Because of the uniqueness of the requirements it was determined that sole-source procurement was appropriate.

Key Considerations:

New Office Considerations:

- Lends efficient operations for customer service and enforcement patrols;
- Compliant with the Americans with Disabilities Act requirements;
- Size and configuration supports the program and the co-location with the Downtown Business Alliance and the Flagstaff Metropolitan Planning Organization;
- Offers safe entry and exit with adequate lighting for night shift security;
- Reduces or is equal to overall cost as compared to current parking office.

Community Benefits and Considerations:

The new office location keeps the ParkFlag office operations in downtown Flagstaff which is accessible to our parking public.

Attachments:

Office Lease
Sub-Lease FMPO
Sub-Lease DBA
ParkFlag Map
Procurement Request
Sole Source Memo

OFFICE LEASE AGREEMENT

Dated as of January 1st, 2020

For the Hopi Building at Heritage Square
6 E. Aspen Avenue, Suite 200
Flagstaff, AZ 86001

Between

HOPI TRIBE ECONOMIC DEVELOPMENT CORPORATION
A federally chartered corporation,
Wholly owned by the Hopi Tribe,
A federally recognized Indian tribe ("Landlord")

And

City of Flagstaff, a municipal corporation,
Park Flag("Tenant")

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OFFICE LEASE AGREEMENT

This Lease Agreement is made and entered into this 1st day of January, 2020, by and between

HOPI TRIBE ECONOMIC DEVELOPMENT CORPORATION, a federally chartered corporation, wholly owned by the Hopi Tribe, a federally recognized Indian tribe, 5200 E. Cortland Blvd., Suite E200, Flagstaff, AZ 86004, hereafter referred to as "Landlord", and

City of Flagstaff, a municipal corporation hereafter "Tenant".

WITNESSETH: In consideration of the rents, covenants and agreements given and exchanged herein, Landlord leases to Tenant, and Tenant leases and accepts from Landlord, the office space described in Section 1.1, hereinafter referred to as the "Premises".

All covenants, agreements, terms and conditions between Landlord and Tenant with respect to the Premises are contained in this Office Lease Agreement ("Lease") and the following exhibits and addendum attached hereto and incorporated into the Lease by this reference:

- Exhibit A – Site Plan of the Hopi Building and retail building located at the Northeast corner of Aspen and Leroux, 6 E. Aspen Avenue, Flagstaff, AZ 86001, referred to herein as the "Building";
- Exhibit B – Floor Plan for the second floor of the Building locating Premises;
- Exhibit C – Sign Criteria;
- Exhibit D – Construction Rider; and
- First Addendum to Lease

ARTICLE 1: PREMISES

1.1 The Premises, known as 6 E. Aspen Avenue, Suite 200, Flagstaff, AZ 86001, consists of approximately 2806 square feet of Usable Area located on the second floor of the Building as outlined in red on Exhibit B.

1.2 Landlord reserves and excepts from the Premises the right of access in, over, under and upon the Premises as may be reasonably necessary or advisable for maintenance or construction of the building or other portions of the Building, including the right to install, maintain, use and replace pipes, duct work, conduits, utility lines and wires through ceiling plenum areas, column space, partitions and in or beneath floor slabs, for the benefit Landlord, Landlord's contractors and tenants and their respective contractors, subcontractors, employees, suppliers and customers and other patrons of the automobile parking garage. Landlord shall exercise such right of access only upon reasonable advance notice and without material interruption to Tenant's business.

1.3 Landlord further reserves the right to change the shape, dimensions and size of the Premises, provided, however, that no material changes shall be made to the Premises without the prior written approval of the Tenant which approval shall not be unreasonable withheld.

1.4 Tenant acknowledges that the surface level plaza, service roads and sidewalks (excluding the sidewalks designated "Arcade") shown on Exhibit A, are owned or controlled by the City of Flagstaff and are not leased to Tenant or made available by Landlord for Tenant's use.

1.5 As used in this Lease:

(1) Rentable Area means:
   (a) With respect to the Building, the sum of the total area of all floors in the Building computed by measuring to the outside finished surface of the dominant portion of permanent outside building walls. Rentable Area includes Interior Common Facilities but excludes major vertical penetrations (for example, stairwells, elevator shafts and vertical ducts) and their walls, and parking areas and exterior balconies.
   (b) With respect to the Premises, the Usable Area of the Premises multiplied by the Load Factor. No deductions from Rentable Area shall be made for columns or projections necessary to the Building.
(2) Usable Area means the area of the Premises (or other premises or space occupiable by tenants whether or not actually occupied) computed by measuring to the finished surface of the office side of the corridor walls, to the midpoint of demising walls and to the outside surface of the dominant portion of the permanent outside walls (other than corridor walls). No deductions from Usable Area shall be made for columns or projections necessary to the Building.
(3) Load Factor means 1.15.
(4) Interior Common Facilities means lobbies, corridors, hallways, elevator foyers, restrooms, mail rooms, janitor closets and other similar facilities used by tenants or for the benefit of tenants on a nonexclusive basis. Interior Common Facilities exclude major vertical penetrations and their enclosing walls.

ARTICLE 2: TERM

2.1 The term of this Lease ("Lease Term") shall be for a period of three (3) years, plus the remainder of any partial calendar month in which the term commences.

2.2 The Lease Term shall commence on January 1st, 2020 (the "Commencement Date"), subject to the terms of the First Addendum.

2.3 The date on which this Lease Term expires ("Expiration Date") shall be at midnight on December 31, 2022.

2.4 Notwithstanding the above definition of Lease Term, the Lease, all rights and remedies of the Landlord and all obligations of Tenant except the obligation to pay the Minimum Monthly Rent shall take effect upon the date in which Tenant takes possession of the Premises or January 1st, 2020, whichever is sooner.

2.5 Landlord hereby grants Tenant the right and option to extend the Lease Term for two (2) years (the "Extended Term") as follows:

(1) The Extended Term shall commence on the first day following the Expiration Date of the Lease Term set forth in Section 2.3. If Tenant fails or is unable to exercise the option for the Extended Term, Tenant's option for the Extended Term shall be void. Tenant's option to extend the Lease Term may be exercised only if:

(a) At the time Tenant is entitled to exercise the option, Tenant is not in default under the Lease and no event exists under paragraphs 27.1(d), 27.1(e), 27.1(f) or 27.1(g) of Section 27.1 of the Lease which, with the passage of time, would constitute a default under the Lease; and

(b) Tenant has given written notice to Landlord at least three (3) months prior to the date on which an Extended Term is to commence.

(2) Upon exercise of the option to extend the Lease Term, the phrase "Lease Term" shall thereafter include the Extended Term for which the option is exercised. Upon commencement of the Extended Term, the phrase "Expiration Date" shall thereafter mean the last day of the Extended Term. Except otherwise provided in this Section 2.5, all terms covenants and conditions of the Lease shall apply to the Extended Term; provided, however, Landlord shall have no construction obligations under the Lease during the Extended Term and the Minimum Monthly Rent shall be adjusted per the First Addendum to Lease.

ARTICLE 3: RENT

3.1 During the initial Lease Term, Tenant covenants and agrees to pay to Landlord, without deduction, set off, prior notice or demand, for the use and occupancy of the Premises the Minimum Monthly Rent of $5,000.00, plus tax. The Minimum Monthly Rent shall be payable in advance on the first day of each and every calendar month during the initial Lease Term and any subsequent extended terms, commencing on January 1st, 2020, in accordance with the First Addendum to Lease. The Minimum Monthly Rent during the Extended Terms shall be adjusted in accordance with the First Addendum to Lease.

ARTICLE 4: ADDITIONAL RENT/EXPENSE STOP

4.1 As used in this Lease:

(1) "Excess Costs" means Direct Costs in excess of the Expense Stop.
(2) "Direct Costs" means and includes:
   (a) Those expenses paid or incurred by Landlord (whether directly or through independent contractors) for managing, maintaining, operating and repairing the Building, Parking Garage and Common Areas and the personal property used in conjunction therewith, including, but not limited to, the cost of utilities, supplies, insurance, amortization (over the reasonable life of the item) of the cost of installation of capital investment items which are installed after the Commencement Date and are installed primarily for the purpose of reducing Direct Costs or which may be required by any governmental authority; janitorial services; compensation (including employment taxes, similar government charges and fringe benefits) of all persons who perform on site operation, maintenance and repair of the Building, the Parking Garage and Common Areas are situated; management fees equal to 10% of Direct Costs; costs allocated to Landlord under an agreement for joint operation, maintenance and used of exterior Common Areas servicing the Building (but excluding the cost of maintenance of the plaza all of which shall be incurred by the City of Flagstaff); and any other necessary and reasonable expense or charges whether or not hereinabove described which, in accordance with consistently applied generally accepted accounting and management principles would be considered and expense of managing, maintaining, operating or repairing the Building, Parking Garage and the Common Areas; and
   (b) All impositions, taxes, assessments (special or otherwise) and other governmental levies and charges of any and every kind, ordinary or extraordinary, foreseen or unforeseen, assessed or imposed upon or with respect to the ownership of, or other taxable interest attributable to, the Building, Parking Garage and Common Areas and land upon which they are located and any improvements, fixtures, equipment and other property of Landlord, real or personal, located in or used in connection with the operation of the Building, Parking Garage and Common Areas and the land upon which

they are located and any tax which shall be imposed on any interest or excise in substitution for taxes commonly known as real estate taxes.

(c) Direct Costs shall not include:

1. Income, estate and inheritance taxes levied against Landlord.
2. Taxes paid by any tenant under Article 6.
3. Depreciation, capital investment items (except as provided in Section 4.1 and debt service.
4. Costs of leasing space in the Building, including leasing commissions and leasehold improvement costs.
5. The cost of utilities separately metered to any tenant or resulting from Excess Consumption under Article 16 and billed directly to that tenant.
6. The cost of special services provided to any tenant and billed directly to that tenant.
7. Repairs and maintenance paid by proceeds of insurance or from tenants.

(d) "Common Areas" means all areas both interior and exterior provided by Landlord for the common or joint use and benefit of the occupants of the Building, their employees, agents, customers, and other invitees including but not limited to the Parking Garage, landscaping, loading docks, exterior lighting, drainage facilities, traffic controls, sidewalks, building lobbies and hallways, mechanical rooms, elevators and stairways, but excluding the plaza maintained by the City of Flagstaff.

(e) "Expense Stop" means an amount equal to $11.18 multiplied by the number of square feet of Rentable Area in the Premises.

(f) "Operating Year" means the year beginning January 1 and ending December 31.

(g) "Tenant's Pro Rata Share" means that fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the aggregate Rentable Area of the Building. If any of Landlord's other tenants in the Building pay Taxes directly to the taxing authority or provide insurance or operational or maintenance services in lieu of payment of a share of the cost of these services, the Rentable Area of such tenant's premises shall be deducted from the denominator in the calculation of the Tenant's Proportionate Share of the taxes so paid or the charges or expenses for the insurance or services so provided.

~~4.2 Tenant covenants and agrees to pay Landlord an amount equal to Tenant's Pro Rata Share of Excess Costs paid or incurred by Landlord during the Lease Term, as follows:~~

~~1)Within sixty (60) days after the end of each Operating Year, Landlord shall provide Tenant with a written statement of Landlord's estimate of Direct Costs for the next succeeding Operating Year. If Landlord's estimate of Direct Costs for any Operating Year exceeds the Expense Stop thereby resulting in Excess Costs, Tenant agrees to pay Landlord, in addition to and concurrently with each payment of the Minimum Monthly Rent for such Operating Year, an amount equal to one-twelfth (1/12th) of Tenant's Pro Rata Share of such estimated Excess Costs. Notwithstanding the~~

~~foregoing, during any Operating Year Landlord may provide Tenant with a revised estimate of the Excess Costs for the Operating Year. If the revised estimate of Excess Costs exceeds Landlord's original estimate for Excess Costs for the Operating Year, Tenant agrees to pay Landlord, for the remainder of the Operating Year, in addition to and concurrently with the Minimum Monthly Rent and in addition to the amounts payable pursuant to Landlord's previous estimates, Tenant's Pro Rata Share of the excess divided by the number of remaining months in the Operating Year.~~

~~2)Within approximately sixty (60) days after the end of each Operating Year, Landlord shall provide Tenant with a statement showing he actual Direct Costs for the preceding Operating Year and any adjustments to be made as a result thereof. If Tenant's Pro Rata share of the actual Excess Costs paid or incurred by Landlord during such Operating Year exceeds the estimates of Excess Costs paid by Tenant to Landlord during the same Operating Year, Tenant shall pay Landlord the excess at the time the next succeeding payment of minimum Monthly Rent is payable. If Tenant's estimated payments of Excess Costs for the Operating Year have exceeded Tenant's Pro Rata Share of excess Costs during such Operating year, Landlord shall apply the excess against the next succeeding payments due Landlord from Tenant under this Article. If Direct Costs for the Operating Year have not exceeded the Expense Stop, Tenant's estimated payment for such Operating Year shall be credited against the next installment of Minimum Monthly Rent due from Tenant. In no event shall the Minimum Monthly Rent be reduced below that set forth in Section 3.1.~~

~~4.3 The determination and statement of Direct Costs shall be made by Landlord and a copy of such statements shall be made available to tenant upon demand.~~

~~4.4 Notwithstanding anything in this Lease to the contrary, no failure by Landlord to give notices or statements of Direct Costs within the time specified shall waive Landlord's right to require payment by Tenant of Direct Costs in excess of the Expense Stop.~~

ARTICLE 5: PARKING

5.1 The Building includes a parking garage ("Parking Garage") under the Building and adjacent Heritage Square. This Lease grants no right to Tenant to use the Parking Garage other than such rights granted to the general public and those rights set forth in Section 5.2. Tenant understands that the Parking Garage is managed by American Valet, 8902 N. Central Avenue, Phoenix, AZ 85020 (1-623-221-2646). Nothing contained herein shall be deemed to create liability upon Landlord or American Valet, or any subsequent management company, for any damage to motor vehicles of customers or employees or from loss of property from within such motor vehicles. Landlord and American Valet, or any subsequent management company, shall have the right to establish and from time to time change, alter and amend, and to enforce against all users of the Parking Garage, reasonable rules and regulations (including the exclusion of parking from designated areas) as may be deemed necessary and advisable for the proper and efficient operation and maintenance of said Parking Garage including, without limitation, the hours during which the Parking Garage shall be open for use.

5.2 If Tenant elects to lease space(s) in the Parking Garage, Tenant understands that any contract between Tenant and the Parking Garage management company is separate from the terms of this Lease. Likewise, if Tenant elects to lease parking space(s), Tenant covenants and agrees to pay, for each parking space, directly to the management company, separate from and in addition to the Minimum Monthly Rent. Unreserved spaces are available on a first come, first served basis to tenants in the Building and the general public, and Landlord does not guarantee unreserved spaces will available for Tenant's use. Rights to lease spaces or parking rights shall not extend beyond the Lease Term.

ARTICLE 6: RENT TAX, PERSONAL PROPERTY TAXES, WOOD INFESTATION AND PEST CONTROL

6.1 Tenant covenants and agrees to pay to Landlord, in addition to, and simultaneously with any other amounts payable to Landlord under this Lease, a sum equal to the aggregate of any municipal, county, state or federal excise, sales, use or transaction privilege taxes now or hereafter legally levied or imposed against or on account of any or all amounts payable under this Lease by Tenant or the receipts thereof by Landlord (except taxes which are commonly referred to as income, estate or inheritance taxes.)

6.2 Tenant shall pay, prior to delinquency, all taxes levied upon fixtures, furnishings, equipment and personal property placed on the Premises by Tenant. If any or all of Tenant's fixtures, furnishings, equipment or personal property shall be assessed and taxed with the Landlord's real property, Tenant shall reimburse Landlord for such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to the Tenant's property.

6.3 Tenant shall pay for any Wood/Pest Infestation Report for Tenant's premises, the cost of treatment of infestation, repair of any damage caused by infestation and correction of any conditions conducive to infestation that are caused by Tenant. Tenant shall pay for the cost of any pest control within the Premises.

ARTICLE 7: PAYMENT OF RENT/LATE CHARGES

7.1 Tenant shall pay the rentals and all other charges herein specified to Landlord at the addresses set forth in Article 32: NOTICES below, or to another person and at another address as Landlord shall from time to time designate in writing.

7.2 Any payment of rent, additional rent or charge required to be made by Tenant to Landlord under the terms of this Lease not received within FIVE (5) DAYS after the due date thereof shall be subject to a late charge of five percent (5%) of the delinquent amount or fifty dollars ($50.00), whichever is greater, plus interest on the overdue amount at the rate of eighteen percent (18%) per annum from the due date until paid; provided, however, nothing charged hereby shall ever exceed the amount that may properly be charged or recovered under the laws of the State of Arizona. Tenant understands and acknowledges that the foregoing late charge is not intended as punitive damages, but rather as liquidated damages, being a reasonable estimate of the damages that will be suffered by Landlord as a consequence of Tenant's failure to pay rent

and other charges when due. The foregoing late charges and interest shall be in addition to any other remedies of the Landlord provided in this Lease.

ARTICLE 8: SECURITY DEPOSIT

8.1 Prior to occupancy Tenant shall deposit with Landlord $5,000.00, to be held as security for the full and faithful performance of each and every term, provision, covenant and condition of this Lease.

8.2 If Tenant defaults in the performance of any of the terms, provisions, covenants or conditions of this Lease, including but not limited to the payment of rent, additional rent or other charge, Landlord may, but need not, use, apply, or retain the whole or any part of this security not as liquidated damages but the for the payment of any rent or charge in default or for any other sum which Landlord may spend or be required to spend by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash or certified funds with Landlord in an amount sufficient to restore the security deposit to its original amount. Should Tenant fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this Lease, the security deposit or any balance of the security deposit shall be returned to Tenant or, at the option of the Landlord, to the last assignee of Tenant's interest in this Lease within fourteen (14) business days after the Lease Expiration Date and surrender of the Premises by Tenant. Landlord's right with reference to the security deposit shall be in addition to and shall not preclude any other rights, remedies, or recoveries available to Landlord by law or under the terms of this Lease.

8.3 Tenant agrees that incase the landlord shall sell or exchange Landlord's interest in the Premises during the Lease Term, Landlord may pay the deposit to any subsequent owner and in that event, Tenant does hereby agree to release Landlord from all liability for the return of such deposit. Landlord shall not be required to maintain such funds in a segregated account, but may deposit such funds in any general account of Landlord, provided that such commingling shall in no way affect Landlord's obligations to Tenant regarding such funds hereunder. Tenant shall not be entitled to any interest on the security deposit.

ARTICLE 9: CONSTRUCTION OF THE PREMISES

9.1 All construction work, alterations and improvements to the interior of the Premises are subject to the prior approval of Landlord. No construction work, alterations or improvements shall be made to the interior or exterior of the Premises without Landlord's consent, which may be withheld on the basis of aesthetic or other standards, Tenant shall not:

1) Make any changes to the store front including the affixing and maintenance upon the glass panes and upon the exterior walls of the Premises any signs, advertising placards, names, insignia, trademarks or descriptive materials;

2) Install any exterior lighting, awning or canopy, or any exterior decorations or paintings; or

3) Install any exterior sign which is not in accordance with Landlord's sign criteria.

During the course of any construction by Tenant, Landlord may enter upon the premises at all times for the purpose of inspecting the construction.

If Landlord shall find any workmanship inferior, defective or not in accordance with the plans and specifications, Landlord may notify Tenant and if so notified, Tenant shall promptly correct such inferior, defective or deficient construction. Landlord's authority to act under this paragraph shall not give rise to a duty of Landlord to make inspections or otherwise enforce Tenant's compliance with this Article. Tenant's failure to perform or cause to have performed Tenant's construction in a good and workmanlike manner shall constitute a default under this Lease.

9.2 In the event Tenant receives approval from Landlord to perform construction work, alterations and/or improvements to the interior of the premises, then at the time Tenant or Tenant's contractor performs the work, subject to Exhibit D: Construction Rider ("Tenant's Work"):

1) All of Tenant's obligations under this Lease, including the obligation to pay rent, shall continue to be in full force and effect;

2) Tenant shall maintain liability insurance in accordance with Article 19 of this Lease; and

3) Tenant shall require Tenant's contractor to maintain Worker's Compensation Insurance as required by law and public liability insurance with limits equal to those set forth in Article 19. Tenant agrees to indemnify, save, and hold Landlord harmless against any loss, liability, injury or damage to persons or property resulting from such work including the activities of Tenant's contractor.

9.4 The Building and common areas are at all times subject to the exclusive control and management of Landlord. Without limiting the generality of the foregoing, Landlord has the right in its management and operation of the Building to do and perform such acts in and to the Building as in the use of good business judgment the Landlord determines to be advisable for the more efficient and proper operation of the Building, including:

1) Obstruct or close off all or any part of the Building for the purpose of maintenance, repair or construction;

2) Change area, level, arrangement or use of Building or any part thereof;

3) Construct other structures or improvements in the Building and make alterations thereof, additions thereto, subtractions therefrom, or rearrangements thereof, build

additional stories, and construct additional buildings or facilities adjoining or proximate to the Building; and

4) Expand, reduce or alter the Parking Garage in any manner whatsoever.

9.5 After completion of tenant's construction obligations under this Article, Tenant shall not make, or cause to be made any further additions to, or alterations of the premises, or the store front, or any part thereof, without the prior written consent of Landlord. Any alterations or improvements to be made by Tenant will be subject to the conditions of this Article and the following Article 10. Any additions to, or alterations of, the Premises except movable furniture and trade fixtures, shall become at one part of the realty and belong to Landlord. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense.

9.6 Landlord's current sign criteria shown on Exhibit C allows Tenant signage, at Tenant's expense, to consist solely of an entry on the Building directory and upon the entry door to the Premises.

ARTICLE 10: FIXTURES/PERSONAL PROPERTY

All trade fixtures installed by Tenant and movable furniture that are not permanently affixed to the Premises shall remain the property of Tenant and may be removed by Tenant no later than the Expiration Date, provided that Tenant is not then in default hereunder. Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All cabinetry, built-in appliances, wall coverings, floor covering, window coverings, electrical and plumbing fixtures and conduits, lighting and other special fixtures that may be placed upon, installed in or attached to the Premises by Tenant shall, at the Expiration Date or earlier termination of this Lease for any reason, be the property of Landlord and remain upon and be surrendered with the Premises, without disturbance, molestation or injury unless designated by Landlord to be removed.

ARTICLE 11: LIENS

Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of work performed, material furnished or obligations incurred due to Tenant's actions or the failure of Tenant to comply with any law excluding, however, security interests in Tenant's personal property. In the event any such lien does attach against the Premises, and Tenant does not discharge the lien or post bond (which under law would prevent foreclosure or execution under the lien) within ten (10) days after demand by Landlord, Landlord may take any action necessary to discharge the lien. Tenant shall pay Landlord upon demand for or on account of any cost or expense (including reasonable attorney's fees) incurred by Landlord by reason of attachment or discharge of such lien and shall indemnify Landlord against any liability arising out of attachment of such lien.

ARTICLE 12: USE OF PREMISES/ RULES AND REGULATIONS

12.1 Tenant shall use the Premises solely for general business office purposes for the operations of ParkFlagand shall not use or permit the Premises to be used for any other purpose or purposes except with the prior written consent of Landlord.

12.2 Tenant shall comply with all statues, ordinances, rules, regulations and orders of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the use of the Premises, including such laws governing the storage or disposal of hazardous wastes and protection of the environment. Tenant shall not use or permit the Premises to be used in whole or in part for any purpose or use in violation of any of the laws, ordinances, regulations or rules of any public authority at any time applicable thereto. Specifically, Tenant shall not use at or sell from the Premises anything deemed obscene by community standards or conduct or operate or display any form of adult entertainment as defined in the City of Flagstaff Land Development Code as the same may be amended and judicially interpreted from time to time.

12.3 Tenant shall not:

1) Commit, or suffer to be committed, any waste upon the Premises;

2) Engage in any activity which will increase the existing premium rate of insurance on the Premises or cause a cancellation of any insurance policy or permit to remain in or about the Premises any article that may be prohibited by standard form fire insurance policies;

3) Use the Premises for or carry on or permit any offensive, noisy, or dangerous trade, business, manufacture or occupation, or any nuisance or anything against public policy, or interfere with the business of or disturb the quiet enjoyment of any other tenant in the Building;

4) Use the exterior of the roof or walls of the Premises or Building for any purpose;

5) Cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises or the Building, whether by Tenant, its invitees, agents, employees, contractors or subleases. "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds, and other chemical products, asbestos, PCB's and similar compounds, including any

different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

12.4 Tenant shall faithfully observe and comply with rules and regulations for the Building and Parking Garage from time to time put into effect by Landlord.

ARTICLE 13: RIGHTS RESERVED BY LANDLORD

13.1 Landlord shall have the following rights, exercisable upon reasonable notice to Tenant without effecting an eviction, constructive or actual, or disturbance or Tenant's use or possession of the Premises and without giving rise to any claim for set-off or abatement of rent:

(1) To install, affix and maintain any and all signs on the exterior and interior of the Building.

(2) To designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment, and to control all internal lighting that may be visible from the exterior of the Building.

(3) To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. No locks shall be changed or added without the prior written consent of Landlord.

(4) To decorate and to make repairs, alterations, additions, changes or improvements, whether structural or otherwise, in and about the Building.

(5) To grant to anyone the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted herein.

(6) To approve the weight, size and location of safes and other heavy equipment and articles in and about the Premises and the Building, and to require all such items and furniture and similar items to be moved into and out of the Building and Premises only at such times and in such manner as Landlord shall direct in writing. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant and shall be conducted pursuant to Building rules and regulations.

(7) To take all such reasonable measures as Landlord may deem advisable for the security of the Building and its occupants, including, without limitation, the search of all persons entering or leaving the Building, the evacuation of the

Building for cause, suspected cause, or for drill purposes, the temporary denial of access to the Building, and the restriction of access to the Building at times other than normal business hours.

Reservation of the rights set forth in this Article shall impose no obligation or duty upon Landlord to exercise said rights.

ARTICLE 14: QUIET ENJOYMENT

Landlord covenants that upon Tenant's paying the rentals and keeping and performing all of the terms, covenants and conditions of this Lease, Landlord will do nothing that will prevent Tenant from peaceably and quietly enjoying, holding and occupying the Premises during the Lease Term. This covenant shall not extend to any disturbance, act or condition brought about by any other tenant in the Building and shall be subject to the rights of the Landlord set forth in this Lease. Tenant agrees this Lease Agreement shall be subordinate to any Easements, Covenants and Restrictions or any amendments thereto hereafter imposed upon the property upon which the Building is located. This subordination agreement shall be self-operative; however, Tenant agrees to execute and deliver such further instruments necessary to subordinate this Lease to the lien of Easements, Covenants and Restrictions or amendments hereafter imposed by Landlord.

ARTICLE 15: MAINTENANCE AND SANITATION

15.1 Subject to Articles 20 and 21, Landlord covenants to maintain the Building in good and tenable condition and repair. Tenant hereby waives all rights to make repairs at the expense of Landlord. Landlord's maintenance and repair costs under this Section 15.1 will be deemed a Direct Cost. The foregoing notwithstanding, Landlord shall not be liable to Tenant for failure to make repairs as required herein unless Tenant has previously notified Landlord, in writing, of the need for such repairs and Landlord has failed to commence said repairs within fifteen (15) days following receipt of Tenant's written notification. Landlord shall have no obligation to alter, remodel, improve, renovate, decorate or paint the Premises.

15.2 If Landlord would be required to perform any maintenance or make any repairs under Section 15.1 because of : (a) modifications to the roof, walls, foundation and floor of the Building from that set forth in Landlord's plans and specifications which are required by Tenant's design for improvements, alterations and addition; (b) installation of Tenant's improvements, fixtures or equipment; (c) Tenant's or Tenant's employees; or customers; negligence or wrongful act; or (d) Tenant's failure to perform any agreements contained in this Lease, Landlord may perform the maintenance or repairs and Tenant shall pay Landlord the cost thereof plus a reasonable amount for Landlord's overhead upon receipt of a statement from Landlord. Landlord's costs under this section shall not be a Direct Cost for purposes of Article 4.

ARTICLE 16: UTILITIES AND JANITORIAL SERVICES

16.1 Landlord agrees to furnish to the Premises electricity suitable for the intended use of the Premises, heat and air conditioning required for normal use and occupation of the Premises

and janitorial services for the Common Areas. Tenant shall provide its own janitorial service, at Tenant's expense, within the Premises.

~~16.2 As used in this Article 16, "Excess Consumption" means (i) the consumption of (excluding electricity used for heating, ventilation and air conditioning) including water, and compressed air (if compressed air if furnished by Landlord) in excess of that which would be provided to the Premises were the Premises to be built out with Building Standard Improvements only and used as general office space; and (ii) heating, ventilation and air conditioning during times other than 7:00 am to 6:00 pm Monday through Friday. Tenant will not, without the written consent of Landlord, use any apparatus, device or equipment in the Premises, or use heating, ventilation or air conditioning which will in any way result in Excess Consumption nor connect, except through existing electrical outlets, water pipes, ducts or air pipes (if any there be) in the Premises, any apparatus, or device, for the purposes of using electric current, water, heating, cooling or air. If Tenant shall require water, heating, cooling, air or electric current which will result in Excess Consumption, Tenant shall first procure the consent of the Landlord to the use thereof, and Landlord may cause separate meters to be installed to measure Excess Consumption or establish another basis for determining the amount of excess Consumption. Landlord's installation of after-hours air conditioning override controls and cost monitoring equipment in or for the Premises will be deemed to be Landlord's consent to the use of after-hours heating, ventilation and air condition. Landlord may disable such controls upon Tenant's default in payment for such Excess Consumption. Tenant covenants and agrees to pay for the cost of the Excess Consumption based on Landlord's cost, plus any additional expense incurred in installing meters or keeping account of the Excess Consumption, at the same time as payment of the minimum Monthly Rent is made. Tenant further agrees to pay Landlord the cost, if any, to upgrade existing mechanical, electrical, plumbing and air facilities, if required to provide Excess Consumption, upon receipt of a statement therefor. Excess Consumption costs will not be a Direct Cost for purposes of Article 4.~~

16.3 Landlord shall not be liable in damages or otherwise in the event of any failure or interruption of any utility or service supplied to the Premises or Building by a regulated utility or municipality and no such failure shall entitle Tenant to terminate this Lease.

ARTICLE 17: ENTRY AND INSPECTION

17.1 Landlord and Landlord's agent shall have the right to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same; performing Landlord's maintenance and repair obligations under this Lease; maintaining or making repairs, alterations, or additions to any other portion of the Building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required; posting notices of non-liability for alterations, additions or repairs, or of the availability of the Premises for lease or sale; or exhibiting the Premises to potential tenants and purchasers. Tenant shall permit Landlord, at any time within one hundred fifty (150) days prior to the expiration of the Lease Term, to place upon the premises any usual or ordinary "For Lease" signs.

17.2 If Tenant shall not be personally present to open and permit an entry into said Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or

Landlord's agents may use a master key to enter, without rendering Landlord or such agents liable therefor, and without any manner affecting the obligations and covenants of this Lease. Landlord shall be permitted to take any action under this Article without any abatement of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned, nor shall such action by Landlord be deemed an actual or constructive eviction.

ARTICLE 18: ACCEPTANCE OF THE PREMISES, LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

18.1 Tenant acknowledges that it has fully inspected the Premises, including but not limited to any and all mechanical equipment, and hereby accepts such "As-Is". Tenant also acknowledges that the Premises are suitable for the purposes for which the same are leased, in their present condition. Tenant further acknowledges that Landlord has made no warranties or representations as to either condition or the suitability of the Premises for the Use specified in Article 12 hereof.

18.2 All merchandise, furniture, floor and wall coverings and personal property and fixtures belonging to Tenant and all persons claiming by or through Tenant which may be on the Premises shall be at Tenant's sole risk. Tenant hereby waives all claims against Landlord for loss, injury or damage to all persons and property on the Premises or the Common Areas from theft, fire, water, gas or otherwise, including sprinkler and roof leakage or bursting pipes.

18.3 Tenant hereby agrees to indemnify and to hold Landlord and any mortgagee of Landlord harmless against all Claims arising from: tenant's possession, use, maintenance and repair of the Premises; any act or omission of tenant or tenant's agents and employees; any default of Tenant under this Lease; or other acts or omissions which result in personal injury, loss of life or property damage sustained in and about the Premises.

18.4 Upon taking possession of the Premises and thereafter during the Lease Term, the Tenant shall, at Tenant's sole cost and expense, maintain comprehensive liability insurance, including, without limitation products liability and contractual liability endorsements, against Claims for personal injury, death, or property damage occurring in, upon, or about the Premises and in the hallways, elevator and stairwells and on any sidewalks or patio areas directly adjacent to the Premises and Building. The Limits of Liability of such insurance shall not be less than Two Million Dollars ($2,000,000) combined single limit or in such higher amounts as Landlord may require. All such policies of insurance shall name Landlord and/or such other party or parties as Landlord may require as additional insured.

18.5 Tenant's insurance shall be maintained with an insurance company qualified to do business in the state in which the Premises are located and have a current A.M. Best manual rating of at least A or better. Tenant's insurance policies will contain an endorsement stating that the insurance will not be canceled nor will the carrier fail to renew or materially change the policy without first giving Landlord thirty (30) days written notice. Before entry into the Premises and before expiration of any policy, Tenant shall provide Landlord with evidence that

the requirements of this Article have been met and that the applicable premiums or renewal premiums have been paid.

18.6 During the entire Lease Term, Landlord shall maintain or cause to be maintained public liability insurance against Claims for personal injury, death, or property damage occurring on the common areas. The Limits of Liability of such insurance shall be in such amounts as Landlord shall determine.

18.7 Landlord shall not be responsible or liable to Tenant for any Claims for loss or damage caused by the acts or omissions of any person occupying any space adjacent to or adjoining the Premises.

18.8 As used in this Article, "Claims" means any claims, suites, proceedings, actions, causes of action, responsibility, liability, demands, judgements and executions.

18.9 Tenant hereby agrees to indemnify, defend ad hold Landlord and any Mortgagee of Landlord harmless against all claims arising from: Tenant's possession, use maintenance and repair of the Premises; any act or omission of Tenant or Tenant's invitees, contractors, subtenants, agents and employees including acts occurring on the Common Areas (except to the extent of Landlord's gross negligence); any default of Tenant under this Lease; or other acts or omissions which result in personal injury, loss of life or property damage sustained in and about the Premises.

ARTICLE 19: CASUALTY INSURANCE

19.1 Tenant, at Tenant's expense, shall maintain fire and extended coverage insurance (full replacement value) on merchandise, personal property, equipment and trade fixtures owned or used by Tenant and other property which Tenant may remove on the Expiration Date. Tenant shall not maintain insurance on any structural portion of the Premises, roof, demising or interior walls or floors. In the event of a violation of this obligation, Tenant agrees all proceeds of Tenant's insurance policies, except proceeds related to tenant's personal property or improvements supplied by Tenant, will be held in trust for the benefit of Landlord.

19.2 Tenant shall be responsible for the maintenance of plate glass in or a part of the Premises, but shall have the option either to insure the risk or to self-insure, provided Landlord's written consent to self-insure is previously obtained.

19.3 Tenant's fire and extended coverage insurance shall be maintained in accordance with the standards set forth in Sections 18.4 and 18.5.

19.4 Landlord shall maintain special form property coverage insurance ("all risk") including vandalism and malicious mischief, sprinkler leakage damage and flood and boiler explosion endorsements throughout the Lease Term on the Building (excluding Tenant's trade fixtures and personal property) and may name the holder of a first mortgage or deed of trust and any ground lessor as additional insured. Landlord may elect to self-insure any component comprising the Common Areas. AT Landlord's option, the policy of insurance may include a business

interruption insurance endorsement for loss of rents. The cost of the insurance obtained under this Section shall be a Direct Cost under Article 4 of this Lease, subject to the First Addendum to Lease. If it is determined that Landlord's fire and extended coverage insurance premium, due to Tenant's special fixtures, Non-Building Standard Improvements or business, is in excess of the premium which would have been charged, but for Tenant's fixtures, improvements or business, Tenant agrees to pay Landlord such excess. Tenant shall have no rights in said policy procured by Landlord under this Section and shall not be entitled to be named as insured thereunder.

19.5 Tenant hereby waives any right of recovery from Landlord, and Landlord's agents, officers and employees, and Landlord hereby waives any right of recovery from Tenant and Tenant's agents, officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against by either's fire and extended coverage insurance policy. Neither Landlord nor Tenant shall be liable to the other or to any insurance company insuring the other party (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property; or any resulting loss of income, even though such loss or damage might have been occasioned by the negligence such party, its agents or employees, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. If either Landlord or Tenant elects to self-insure property, equipment or fixtures (including self-insurance implicit in insurance policies having deductibles in excess of $1,000.00 under a program of self-insurance risk management), the waiver in this Section 19.5 shall extend to losses that would have been covered by insurance but for a party's selection to self-insure such loss or damage.

ARTICLE 20: DAMAGE AND DESTRUCTION OF PREMISES

20.1 In the event of (a) fire or other casualty damage to the Premises or the Building during the Lease Term which requires repairs to either the Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use or occupation, which declaration requires repairs to either the Premises or the Building, Landlord shall commence to make said repairs within sixty (60) days of written notice by Tenant of the necessity therefore. The minimum Monthly Rent shall be proportionately reduced while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in the Premises.

20.2 Landlord's obligation to repair the Premises shall, however, be subject to the following. If

(a) during the last one (1) year of the Lease Term the Premises or the Building is damaged as a result of fire or any other insured casualty; or,

(b) the Premises is damaged to the extent of twenty-five percent (25%) or more of its then current replacement value; or,

(c) the Premises or the Building are damaged or destroyed as a result of a casualty not insured against, unless the lack of insurance arises from Landlord's election to self-

insure matters which are normally covered in "all risk" policies by reasonable and prudent property managers in the Flagstaff area; or,

(d) the Building shall be damaged or destroyed by fire or other cause to the extent of twenty percent (20%) or more of the Building's then current replacement value, Landlord shall have the right, to be exercised by notice in writing to Tenant given within ninety (90) days from said occurrence, to cancel and terminate this Lease. Upon notice to Tenant, the Lease Term shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Premises and surrender the same to landlord. If Landlord elects to terminate this Lease under this Section, all rents shall be prorated as of the date of damage or destruction and Landlord shall be released from liability or obligation to Tenant arising after such termination. If Landlord, however, elects to make said repairs, and provided Landlord uses due diligence in making said repairs, this Lease shall continue in full force and effect and the Minimum Monthly Rent shall be proportionately reduced as provided in Section20.1.

20.3 With respect to any destruction (including any destruction necessary in order to make repairs) which Landlord is obligated to repair or may elect to repair under the terms of this Article, Tenant waives Tenant's statutory right under Arizona law to terminate this Lease as a result of such destruction and no such destruction shall annul or void this Lease.

20.4 The provisions of this Article 20 shall supersede the obligations of Landlord to make repairs under Section 15.1 of the Lease. Landlord shall not be obligated to make repairs to the extent that the cost thereof exceeds the insurance proceeds or to the extent such repairs would exceed the Building Standards.

20.5 Unless the Lease is terminated under this Article, within thirty (30) days of substantial completion of Landlord's restoration obligations, Tenant shall re-fixture the Premises according to the specifications set forth in Article 9 of the Lease. Upon completion of Tenant's re-fixturing or upon passage of thirty (30) days from the date Landlord substantially completes repairs and restoration of the Premises, the Minimum Monthly Rent shall be restored to the amounts which would have been in effect but for the damage or destruction.

If fire or casualty causing damage to the Premises or other parts of the Building shall have been caused by negligence or misconduct of the Tenant, its agents, representatives, employees, or of any person entering the Premises under the express or implied invitation of Tenant, such damage shall be repaired by Landlord with any costs not paid for by insurance paid for by Tenant and in such event there shall be no abatement or reduction of rent despite contrary provisions appearing in this Lease.

ARTICLE 21: EMINENT DOMAIN

21.1 As used in this Article, "Taking" means a taking of or damage to the Premises or Building or any part thereof by exercise of the power of eminent domain, condemnation or sale under the threat of or in lieu of eminent domain or condemnation.

21.2 If the whole of the Building or the whole of the Premises shall be acquired by a Taking, then this Lease shall terminate as of the date of taking of possession by the Taking authority.

21.3 If more than ten percent (10%) of the value of the Building is acquired by a Taking, whether or not any portion of the Premises is so taken, Landlord shall have the right to terminate this Lease as of the date of such Taking by giving Tenant ninety (90) days written notice of Landlord's intent to terminate this Lease.

21.4 If more than twenty-five percent (25%) of the Premises is acquired in a Taking, either Landlord or Tenant may terminate this Lease upon notice to the other within ninety (90) days prior to taking of possession. If less than twenty-five percent (25%) of the Premises is acquired in a Taking and the award received is sufficient to restore the Premises, subject to Section 21.3, Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion acquired in the Taking, this Lease shall continue in full force and effect with respect to the part not acquired, and the Minimum Monthly Rent shall be reduced in the proportion that the rental value of the Premises after the taking bears to the rental value before the Taking.

21.5 standing Section 21.2, if any part of the Parking Garage shall be acquired by a Taking, this Lease shall continue in full force and effect unless a governmental entity forces the closing of the Building. If a closing is required, this Lease shall terminate on the date of closing.

21.6 In the event of a Taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any party of the award, as damages or otherwise for diminution in value of the leasehold, reversion or free, and Landlord is to receive the full amount of such award. Tenant hereby expressly waives any right or claim to any part thereof. Tenant shall have no claim against Landlord for the value of the unexpired Lease Term if the Lease is terminated under this Article. Although all damages in the event of any condemnation are to belong to the Landlord, Tenant shall have the right to claim and recover from the condemning authority, and shall have the right to maintain separate action against the condemning authority as long as such does not diminish Landlord's award, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, trade fixtures and equipment.

21.7 If this Lease s terminated partially or in total under Article 21, all rent shall be prorated as of the date of Taking including refunds for amounts paid in advance by Tenant.

ARTICLE 22: ASSIGNMENT AND SUBLETTING

22.1 Tenant shall not transfer or assign this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, including spaces in the Parking Garage, without Landlord's consent, which shall not be unreasonable withheld. Consent by the Landlord to one assignment, subletting, occupation or use by another

person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Neither this Lease nor any interest therein shall be assignable, as to the interest of Tenant, by operation of law, without prior written consent of Landlord. Any attempted transfer, assignment or subletting without the prior written consent of Landlord shall be void and shall constitute a default under this Lease.

If Tenant is a corporation, a limited liability company, an unincorporated association or a partnership, unless listed on a national stock exchange, the transfer, assignment or hypothecation of any stock or interest in such corporation, limited liability company, association or partnership in the aggregate in excess of fifty percent (50%) shall be deemed an assignment of this Lease.

22.2 If Tenant, with Landlord's prior written approval, assigns this Lease or sublets the Premises and the assignee or sub lessee maintains the liability insurance coverage required by the Lease, Tenant shall be relieved of such obligation but no other obligation under this Lease. Tenant agrees to pay Landlord reasonable legal fees and handling fees incurred in connection with the processing of any documents necessary to give consent. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting or pursuing any remedies against said assignee or successor.

22.3 The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or sub tenancies, or may, at the option of Landlord, operate as an assignment to Landlord of any or all such subleases or sub tenancies.

ARTICLE 23: SALE OF PREMISES BY LANDLORD

In the event of any sale of the Building or the property upon which the Building is located or assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of Landlord's covenants and obligations contained in or derived from this Lease or arising out of any act, occurrence of omission occurring after such sale or assignment; and the assignee or purchaser, at such sale or any subsequent sale of the Premises or assignment of this Lease, shall be deemed, without any further agreement between the parties and only such assignee or purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this lease.

ARTICLE 24: SUBORDINATION/ATTORNMENT/MODIFICATION/ASSIGNMENT

Tenant's interest under this Lease shall be subordinate to all terms of the lien of any ground lease, first deed of trust, first mortgage or security agreement (hereinafter collectively referred to as "Mortgage") now or hereafter place on the Landlord's interest in the Premises, the Building or on the land upon which the Building is located and any amendments thereto. If Landlord has not obtained permanent financing for the Building having a term of at least fifteen (15) years at the time of execution of this Lease, Tenant agrees to reasonable amendments to this Lease as may be requested by a lender who proposes to fund permanent financing provided the amendment does not increase Tenant's monetary obligations under this Lease. Tenant further consents to an

assignment of Landlord's interest in this Lease to Landlord's lender as required under such financing. If the Premises or the Building is sold pursuant to default on the Mortgage, or pursuant to a transfer in lieu of foreclosure, Tenant shall, at the Mortgage holder's or purchasers election, not disaffirm this Lease but shall attorn to the Mortgage holder or purchaser and if so requested, enter into a new lease for the remainder of the Lease Term. This Article shall be self-operative, however, Tenant agrees to execute and deliver, within ten (10) days after requested by Landlord, such further instruments necessary to subordinate this Lease to a lien of any Mortgage, to acknowledge the consent to assignment and to affirm the attornment provisions set forth herein.

ARTICLE 25: RIGHT TO CURE

In the event of breach, default, on noncompliance hereunder by Landlord, Tenant shall, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach, default, or noncompliance. If prior to its giving such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of a lender which has furnished financing secured by a Mortgage, as defined in Article 24, on the Premises or the Building, concurrently with giving the aforesaid notice to Landlord, Tenant shall also give notice by certified mail to such lender. For the thirty (30) days following such notice (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be remedied within thirty (30) days, Landlord shall have the right to cure the breach, default, or noncompliance involved. If Landlord has failed to cure a default within said period, any such lender shall have an additional thirty (30) days within which to cure the same or, if such default cannot be cured within that period, such additional time as may be necessary if within such thirty (30) day period said lender has commenced and is diligently pursuing the actions or remedies necessary to cure the breach, default, or noncompliance involved (including, but not limited to, commencement and prosecution of proceedings to foreclose or otherwise exercise its rights under its mortgage or other security instrument, if necessary to effect such cure) in which event this Lease shall not be terminated by Tenant so long as such actions or remedies are being diligently pursued by said lender.

ARTICLE 26: ESTOPPEL CERTIFICATES

Tenant agrees at any time and from time to time upon request by the Landlord, to execute, acknowledge and deliver to Landlord a statement within five (5) calendar days of demand in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications), (b) the dates to which the Minimum Monthly Rent and other charges have been paid in advance, if any, (c) Tenant's acceptance and possession of the Premises, (d) the commencement of the Lease Term, (e) the rent provided under the Lease, (f) that Landlord is not in default under this Lease (or is Tenant claims such default the nature thereof), (g) that Tenant claims no offsets against the rent, and (h) such other information as shall be reasonably necessary to establish the status of the tenancy created by this Lease. It is intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser, Mortgage holder or assignee of any mortgage holder of the Premises or the Building.

ARTICLE 27: DEFAULT AND CONDITIONAL LIMITATIONS

27.1 The following shall constitute a default under this Lease:

(a) If Tenant fails to pay any installment of the Minimum Monthly Rent or additional rent herein provided or any other sum required by this Lease to be paid to Landlord, or any part thereof, within five (5) days following Landlord's written notice that the rent or sum is due and unpaid; or

(b) If Tenant fails to perform any covenants or conditions agreed to be performed under Exhibit "D" and such failure shall continue for ten (10) days after notice thereof from Landlord to Tenant; or

(c) If Tenant fails to perform any other covenants or conditions on its part agreed to be performed under the Lease and such failure to perform other covenants shall continue for thirty (30) days after notice thereof from Landlord to Tenant; or

(d) If a petition or proceeding under the Federal Bankruptcy Act or any amendment thereto is filed or commenced by or against Tenant or any guarantor of this Lease, and if against Tenant, said proceedings shall not be dismissed within sixty (60) days following commencement thereof; or

(e) If Tenant or any guarantor of this Lease is adjudged insolvent, makes an assignment for the benefit of its creditors or enters into an arrangement with its creditors; or

(f) If a writ of attachment or execution is levied on the leasehold estate hereby created and is not released or satisfied within sixty (60) days thereafter; or

(g) If a receiver is appointed in any proceeding or action to which Tenant is a part with authority to take possession or control of the Premises or the business conducted thereon within a period of thirty (30) days after his appointed; or

(h) Tenant abandons the Premises and is not paying rent.

27.2 Upon default of Tenant as defined in Section 27.1 Landlord, or Landlord's agents and employees shall have the right and option to:

(a) Prosecute and maintain an action or actions, as often as Landlord deems advisable, for collection or rent, other charges and damages as the same accrue, without entering into possession and without terminating this Lease. No judgment obtained shall constitute a merger or otherwise bar prosecution of subsequent actions for rent and other charges and damages as they accrue. Tenant agrees to pay Landlord all costs of collection of past due rent, including court costs and attorney's fees.

(b) Immediately or any time thereafter reenter and take possession of the Premises and remove Tenant, Tenant's agents, any subtenants, licensees, concessionaires, or invitees and any or all of their property from the Premises. Reentry and removal may be effected by summary proceedings or any other action or proceedings at law or by self-help. Landlord shall not be liable in any way in connection with any action taken under this paragraph. No action taken, commenced or prosecuted by Landlord, no execution on any judgment and no act or forbearance on the part of Landlord in taking or accepting possession of the Premises shall be construed as an election to terminate this Lease unless Landlord expressly exercises this option under Section 27.2. (c).

Upon taking possession of the Premises, Landlord may from time to time, without termination of this Lease relet the Premises or any part thereof as agent for Tenant for such rental terms and conditions (which may be for a term extending beyond the Lease Term) as Landlord, in its sole discretion, may deem advisable, with the right to make reasonable alterations and repairs to said Premises required for reletting. The rents received by Landlord from such reletting shall be applied first to the payment of any costs of reletting and second to the payment of rent due and unpaid hereunder. The residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If the rents received from such reletting during any month are insufficient to reimburse Landlord for any cost of reletting or rent due and payable, Tenant shall pay any deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Notwithstanding any such reletting without termination, Landlord may at any time, thereafter, elect to terminate this Lease for such previous breach.

(c) Elect to terminate this Lease by written notice to Tenant. Upon such termination, Tenant agrees to immediately surrender possession of the Premises. If Tenant fails or refuses to surrender the Premises, Landlord may take possession in accordance with Paragraph (b) above. If Landlord terminates this Lease, Tenant shall have no further interest in this Lease or in the Premises, however, Tenant shall remain liable to Landlord for all damages Landlord may sustain by reason of Tenant's default, including without limitation (1) the cost of reletting the Premises, and (2) an amount equal to the rent which, but for termination of this Lease, would have been payable by Tenant during the remainder of the Lease Term, less any proceeds from reletting the Premises. Rent which would have been payable for the remainder of the Lease Term shall be calculated on the basis of the Minimum Monthly Rent and Additional rent payable by Tenant at the time of default plus any future increases which are determinable at the time of calculation.

27.3 As used in this Article "costs of reletting" means any reasonable cost necessary to collect past due rent, take possession of the Premises and lease the Premises to another tenant, including, but not limited to:

(a) legal costs and expenses of collecting past due rent and recovery of the Premises including court costs and attorney's fees,

(b) brokerage costs for leasing,

(c) costs and expenses of alterations, repairs and improvements,

(d) indebtedness other than minimum rent due from Tenant to Landlord under this Lease,

(e) costs of protecting the Premises, and

(f) removal and storage of Tenant's property.

27.4 No act or conduct of the Landlord, whether consisting of reentry, taking possession or reletting the Premises or obtaining appointment of a receiver or accepting the keys to the Premises, or otherwise, prior to the expiration of the Lease Term shall be deemed to be or constitute an acceptance of the surrender of the Premises by the Landlord or an election to terminate this Lease unless Landlord exercises its election under Section 27.2 (c) of this Lease. Such acceptance or election by Landlord shall only be effected, and must be evidenced, by written acknowledgement of acceptance of surrender or notice of election to terminate signed by Landlord.

27.5 Tenant agrees that in the event it is due to render performance in accordance with any term or condition of this Lease and it fails to render such performance within ten (10) days after written notification thereof is given in accordance with the notice provision hereof or immediately if required for protection of the Premises, Landlord shall have the right, but not the obligation, to render such performance and to charge all costs and expenses incurred in connection therewith to Tenant. All amounts so charged shall be considered additional rent and shall be due and payable immediately to Landlord upon presentment of a statement to Tenant indicating the amount and nature of such cost or expense.

27.6 No remedy herein conferred upon Landlord shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein.

27.7 Any requirement that Landlord provide a consent or approval under this Lease shall be subject to the condition that at the time the approval or consent is requested that Tenant shall not be in default under this Lease, and no circumstances shall exist, which with the giving of notice and the passage of any grace period would constitute a default by Tenant under this Lease.

ARTICLE 28: FORCE MAJUERE

Except as otherwise provided in the Lease, if either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, civil disorder, inability to produce materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated, performance of such act shall be excused for the period of delay and then for a period of time reasonably necessary to perform the act; provided, however, nothing in this Article shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder.

ARTICLE 29: SURRENDER OF PREMISES

At the Expiration Date, Tenant shall surrender the Premises in good order and condition reasonable wear and tear and casualty damage expected, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by Landlord, and shall repair any damage caused by such property of the removal thereof. If Tenant fails to remove its personal property and fixtures upon the Expiration Date, the same shall, at Landlord's election, be deemed abandoned and shall become the property of the Landlord. Tenant shall further surrender to Landlord any Parking Garage cards/keys issued under Article 5.

ARTICLE 30: HOLDING OVER

If Tenant shall hold over after the Expiration Date, or any extension thereof, Tenant shall become a tenant on a month-to-month basis at a minimum rental of one and one-half times the amount Tenant is paying for Minimum Monthly Rent at the time the holdover period begins, which rental shall be payable in advance on the first day of such holdover period and on the first day of each month thereafter, upon all the terms, covenants and conditions herein specified.

ARTICLE 31: GENERAL PROVISIONS

31.1 If Tenant is composed of more than one person or entity, then the obligations of such entities or parties shall be joint and several.

31.2 If any term, covenant, condition or provision of this Lease is held by a court of authorized jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31.3 The various headings and numbers herein and the grouping of the provisions of this Lease into separate articles and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

31.4 Time is of the essence of this Lease.

31.5 Subject to the express provisions of this Lease, in the event either party initiates legal proceedings to enforce any right or obligation under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorney's fees as determined by the court and not by a jury. If Landlord is involuntarily made a party defendant to any litigation commenced by a party other than Tenant concerning this Lease or the Premises by reason of any act or omission of Tenant, Tenant shall indemnify and hold Landlord harmless from all liability by reason thereof, including Landlord's reasonable costs and attorney's fees.

31.6 This Lease, and ay Exhibit or Addendum attached hereto, set forth all the covenants, promises, agreements, conditions or undertakings, either oral or written, between the Landlord and Tenant. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. If a provision of the Addendum and this base Lease are in conflict, the provision of the Addendum shall govern.

31.7 Subject to Article 22, the covenants herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

31.8 No covenant, term or condition of this Lease shall be waived except by written waiver of Landlord, and the forbearance or indulgence by Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by Tenant to which the same shall apply, and until complete performance by Tenant of such covenant, term or condition, Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by Landlord of any breach or term, covenant or condition hereof shall apply to and be limited to the specific instance invoked and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant or condition hereof. Acceptance or rent by Landlord during a period in which Tenant is in default in any respect other than payment of rent shall not be deemed a waiver of the other default. Any payment made in arrears shall be credited to the oldest amount outstanding and no contrary application will waive this right.

31.9 The use of a singular term in this Lease shall include the plural and the use of the masculine, feminine or neuter genders and shall include all others.

31.10 Notwithstanding anything to the contrary in this Lease, no Lease provisions, or provisions of any attached exhibits or addendum shall constitute a waiver of Landlord's sovereign rights, including but not limited to sovereign immunity, which is hereby expressly preserved.

ARTICLE 32: NOTICES

Wherever in this Lease it is required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and delivered personally or forwarded by certified mail, return receipt requested.

TO LANDLORD: All payments or rent and other monies due to Landlord shall be payable to "Hopi Tribe Economic Development Corporation" or "HTEDC" and mailed to:

HTEDC
Sterling Real Estate Management
323 S. River Run Road, Suite 1
Flagstaff, AZ 86001

All other notices, demands, insurance certificates and correspondence to Landlord shall be made to:

HTEDC
Sterling Real Estate Management
323 S. River Run Road, Suite 1
Flagstaff, AZ 86001

TO TENANT: All notices, demands, and correspondence to Tenant shall be made to:

_____
_____
_____
_____
_____

Either party may change such address by written notice by certified mail to the other. Service of any notice or demand shall be deemed completed forty-eight (48) hours after deposit thereof in the United States Postal Service or, if delivered in person, upon receipt thereof.

ARTICLE 33: ENVIRONMENTAL MATTERS

Tenant shall, at Tenant's sole expense, comply with all federal, State, and local laws and regulations relating to environmental matters and workplace safety.

If Tenant or its employees, agents, contractors, invitees, or visitors shall ever violate the provisions of Section 12.3(e) or otherwise contaminate the Premises or the Building, or any portion thereof, then Tenant shall clean up, remove and dispose of the material causing the violation, in compliance with all applicable governmental standards, laws, rules and regulations and then prevalent industry practice and standards and shall repair any damage to the Premises or the Building within such period of time as may be reasonable under the circumstances after written notice by Landlord. Tenant shall notify Landlord of its method, time and procedure for any clean up or removal and Landlord shall have the right to require reasonable changes in such method, time or procedure or to require the same to be done after normal business hours. Tenant's obligations under this Article 33 shall survive the termination of this Lease.

TENANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE LANDLORD FROM AND AGAINST ALL OBLIGATIONS (INCLUDING REMOVAL AND REMEDIAL ACTIONS), LOSSES, CLAIMS, SUITS, JUDGMENTS, LIABILITIES, PENALTIES, DAMAGES (INCLUDING CONSEQUENTIAL AND PUNITIVE DAMAGES), COSTS AND EXPENSES (INCLUDING ATTORNEY'S AND CONSULTANTS' FEES AND EXPENSES) OF ANY KIND OR NATURE WHATSOEVER THAT MAY AT ANY TIME BE INCURRED BY, IMPOSED ON OR ASSERTED AGAINST LANDLORD DIRECTLY OR INDIRECTLY BASED ON, OR ARISING OR RESULTING FROM (a) THE ACTUAL OR ALLEGED PRESENCE OF HAZARDOUS OR TOXIC TENANT, AND (b) ANY CLAIM OR

CAUSE OF ACTION RELATING IN ANY WAY TO TENANT'S OPERATION OR USE OF THE PREMISES AND COMMON AREAS OF THE BUILDING. THE PROVISIONS OF THIS ARTICLE 33 SHALL SURVIVE THE EXPIRATION OF SOONER TERIMINATION OF THIS LEASE.

Landlord represents that, to the best of its knowledge, there is no hazardous or toxic material on or about the Premises or the property of which the Premises are a part. Landlord shall be solely responsible for all costs and expenses and the removal of hazardous or toxic material introduced by Landlord and Landlord agrees to indemnify Tenant for any costs or damages resulting from contamination arising as a result of the Landlord introducing hazardous or toxic material to the Premises or the property.

ARTICLE 34: BROKER'S COMMISSIONS

No brokerage commissions or finder's fees are payable in connection with this Lease. Tenant shall indemnify and hold Landlord harmless from and against any other claim, demand or suit for any brokerage commission, finder's fee or similar charge in respect of the execution of this Lease or the transaction contemplated by this Lease based on any act by or agreement or contract (or alleged act, agreement or contract) of Tenant, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Landlord on account of or arising from the same. Landlord shall indemnify and hold Tenant harmless from and against any other claim, demand or suit for any brokerage commission, finder's fee or similar charge in respect of the execution of this Lease of the transaction contemplated by his Lease based on any act by or agreement or contract (or alleged act, agreement or contract) of Landlord, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Tenant on account of or arising from the same.

ARTICLE 35: CORPORATE STATUS

If Tenant executes this Lease as a corporation or other entity, Tenant represents and warrants that (a) the execution of this Lease has been duly authorized as an act of the corporation or other entity; (b) upon execution of this Lease, the Lease will constitute a binding and valid undertaking of the corporation or other entity; and (c) the persons executing this Lease on behalf of the corporation or other entity are authorized and empowered to bind the corporation or other entity as provided in this Lease.

ARTICLE 36: AMERICANS WITH DISABILITIES ACT

Landlord represents and Tenant understands that any failure of the Premises, the Building, the Common Areas and/or the Parking Garage serving the Premises to comply under the Americans with Disabilities Act (the "Act") has been grand-fathered and is accepted from compliance as specified under the Act. It is further agreed between Landlord and Tenant that Landlord shall hold Tenant harmless and indemnify Tenant for all costs and expenses related to such compliance or for any claims, liabilities, costs, or expenses (including Tenant's reasonable attorneys' fees and expenses) resulting from any complaint, suit, or action brought against the Landlord and/or Tenant resulting from Landlord's non-compliance with the Act, if any. This

covenant shall survive the termination of this Lease for any reason. This agreement to hold harmless and indemnify shall not extend to ay failure of Tenant to comply with the Act within the leased Premises, excluding common areas.

IN THE WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first above written.

LANDLORD:

HOPI TRIBE ECONOMIC
DEVELOPMENT CORPORATION
A federally chartered corporation,
Wholly owned by the Hopi Tribe,
A federally recognized Indian tribe

By: Lucinda Smith 11/5/19
(Date)
Name Printed: Lucinda Smith
Its: CEO

TENANT:

CITY OF FLAGSTAFF

By: Coral Evans
(Date)
Name Printed CORAL EVANS
Its: MAYOR

City of Flagstaff
Office Lease Agreement – Hopi Building at Heritage Square
Hopi Tribe Economic Development Corporation

ATTEST:

Stacy Saltzburg
CITY CLERK

APPROVED AS TO FORM:

Anja Wendel for
CITY ATTORNEY

LEASE ABSTRACT

DATE: September 17, 2019

PROPERTY: Hopi Building at Heritage Square
6 E. Aspen Ave, Suite 200
Flagstaff, AZ 86001

TENANT: City of Flagstaff, ParkFlag

CONTACT PERSON: John Portillo
Work:
Cell: 928-699-8861
Email: JPortillo@flagstaffaz.gov

BILLING ADDRESS: 6 E. Aspen Ave, Suite 200, Flagstaff, AZ 86001

LEASE COMMENCEMENT: 11/1/2019 LEASE EXPIRATION: 10/31/2022

LEASE TERM: Five (5) years

RENTABLE SQ. FT.: +/- 2806 PRO-RATA: N/A

SECURITY DEPOSIT: $5,000.00

BASE YEAR: 2019 NEXT ADJUSTMENTS: N/A

CURRENT TOTAL MONTHLY RENT: $5,129.05 RENT / SF: $21.93/sf/yr; $1.83 sf/mo

BASE RENT/MO: $5,000.00 NNN: N/A CITY TAX: $129.05

ADDITIONAL RENT: None

LATE FEES: If received on the 6th or after = 10% of base rent; if received 11th or after = additional 10% of base rent.

USE: General Administrative Office Use

SPECIAL PROVISIONS: This is a gross lease. Landlord responsible for gas, electric, water, HVAC servicing. Tenant responsible for communications/internet services. Tenant may sublease to Downtown Business Alliance and Flagstaff Metropolitan Planning Organization.

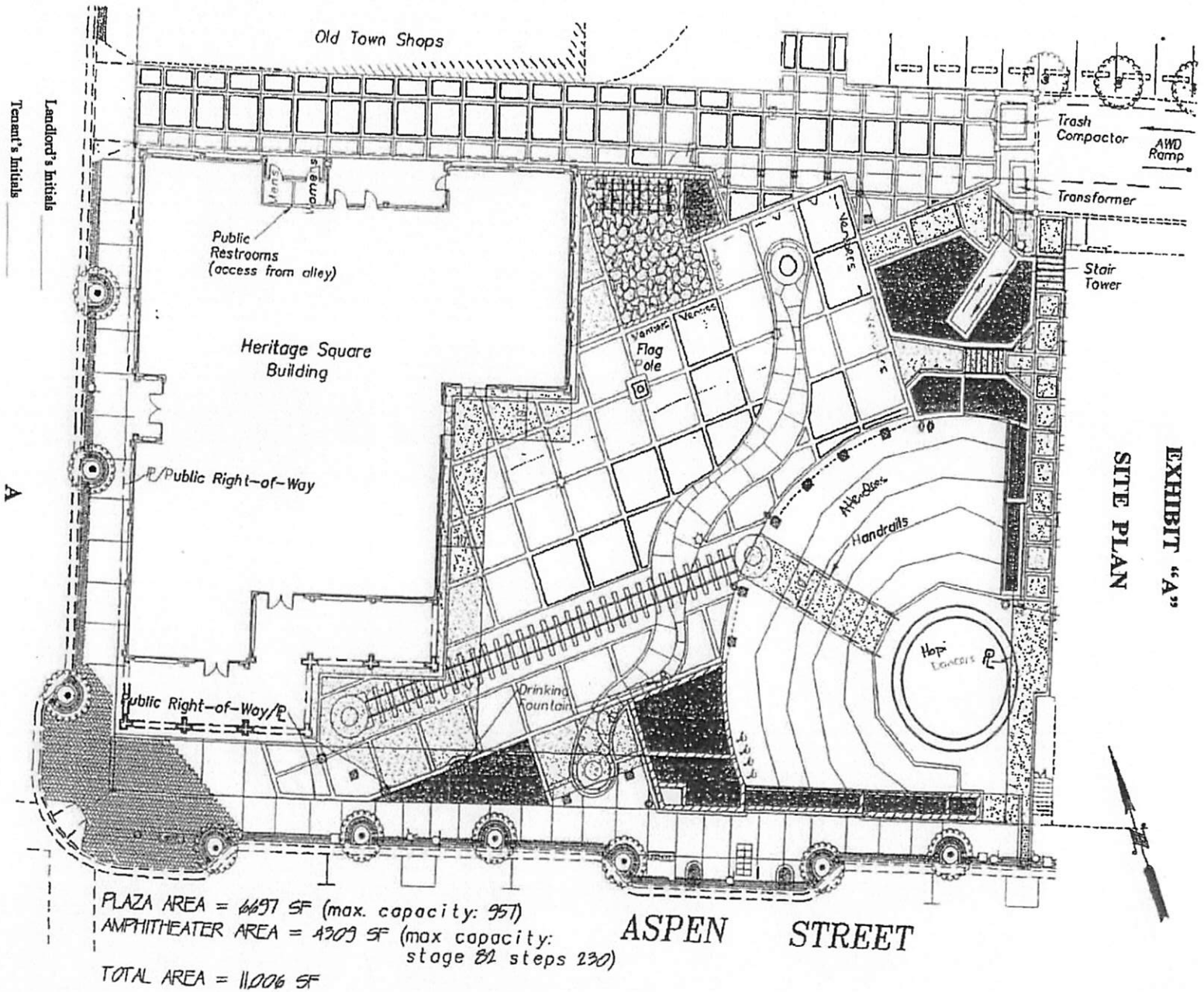
Landlord's Initials _____

Tenant's Initials _____

A

EXHIBIT "A"

SITE PLAN



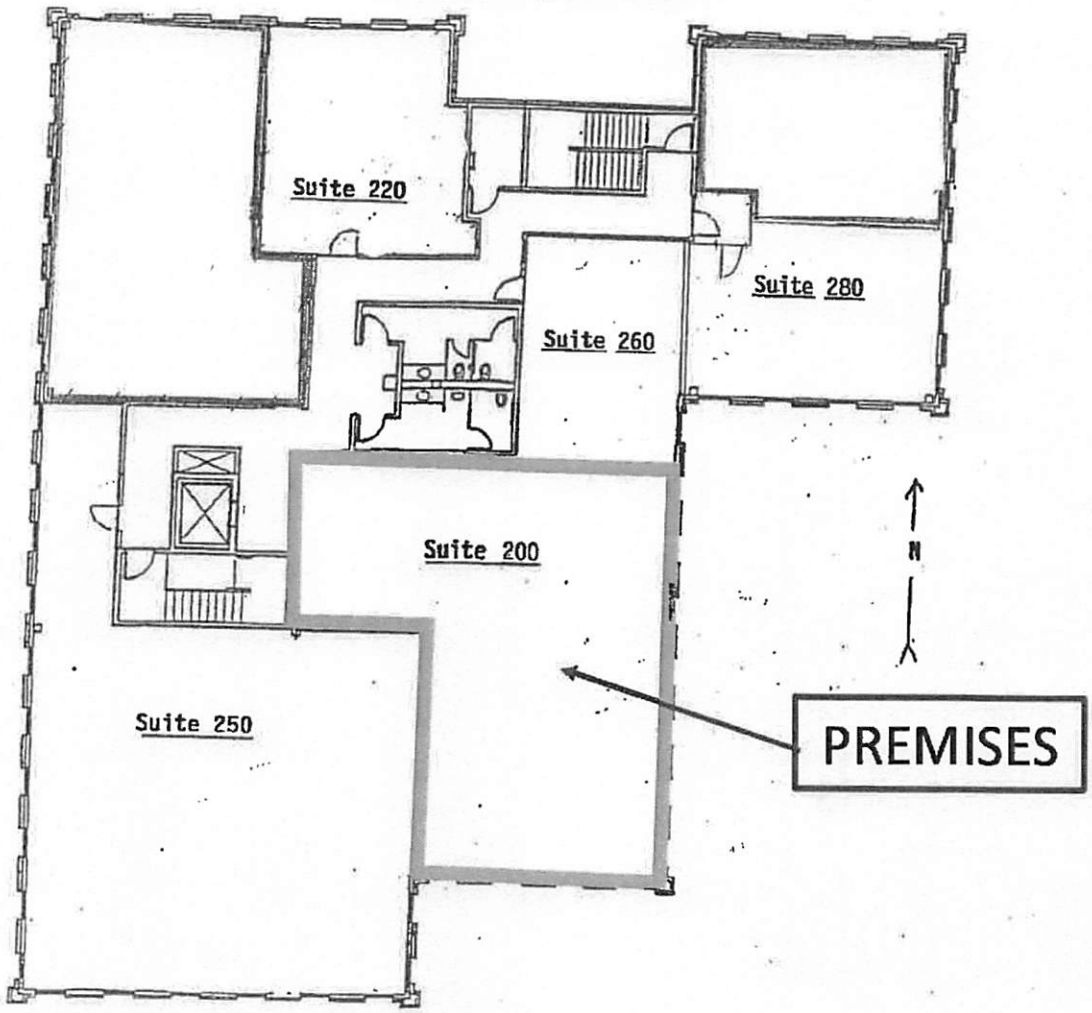
PLAZA AREA = 6697 SF (max. capacity: 957)
AMPHITHEATER AREA = 4309 SF (max capacity: stage 82 steps 230)

TOTAL AREA = 11,006 SF

PARKFLAG
CITY OF FLAGSTAFF

EXHIBIT "B"

SECOND FLOOR PLAN



This floor plan is not to scale.

Landlord Initials _____

Tenant Initials _____

EXHIBIT "C"

SIGN CRITERIA

BOOTZ & DUKE Signs

Approved Sign package Per. C of F 5/12/94

SIGN CRITERIA
HERITAGE SQUARE
FLAGSTAFF, ARIZONA

A) Introduction

This criteria has been established for the purpose of assuring an outstanding center for the mutual benefit of all tenants, and are in addition to the requirements as stated in the lease between landlord and tenant. Conformance shall be strictly enforced and any installed non-conforming or unapproved signs shall be brought into conformance at the sole expense of the tenant.

Landlord shall administer and interpret the criteria. Bootz & Duke Sign Co. is the consulting company for Heritage Square.

The City of Flagstaff shall issue sign permits and have final interpretation of this criteria.

B) General Requirements

1. Painted lettering directly to the wall shall not be permitted.

2. Flashing or audible signs shall not be permitted.

3. All electrical signs and their installations must comply with all uniform building and electrical codes.

4. No exposed conduit, tubing, transformer or raceways shall be permitted.

5. All letters, conductors, transformers and other equipment shall be neatly concealed in a water tight condition.

Landlord's Initials _____
Tenant's Initials _____

& Duke Sign Co. • 4028 West Whitton Ave. • Phoenix, Arizona 85019 • Phone (602) 272-9356

6. All business identification sign's will flag mounted wall signs as per the attached Detail A.

7. Tenant or his representative must submit two copies of detailed sign drawings to the landlord for approval fifteen (15) days prior to submitting for permits or manufacturing.

C. Construction Requirements

1. All exterior bolts, fastening and clips shall be of hot dipped galvanized iron and no black iron materials of any type shall be permitted.

2. Locations of all openings for conduit and sleeves in building walls shall be indicated by the sign contractor on drawings submitted for approval of landlord's architect. The contractor shall install the same in accordance with the approved drawings.

3. No labels shall be permitted on the exposed surface of signs, except those required by ordinance, which shall be applied in an inconspicuous place.

4. All penetrations of the building structure required for sign installation shall be neatly sealed in a water tight condition.

5. Tenant and his contractor shall repair any damage caused during installation of signage.

6. Tenant shall be fully responsible for the operations of tenant's sign contractor.

D) Design Requirements

1. Identification signs shall be designed as an integral part of the storefront in a manner complimentary to adjacent and facing storefronts and the overall design concept of the shopping center. Second story tenants are not allowed building signs.

2. Signs are to be a maximum 16 Sq. feet, flag mounted off the building as per Detail A. The steel mounting bracket shall be the same for each sign, but tenants are encouraged to be innovative and use unique 2 or 3 dimensional graphics on their sign panel. Alternative designs may be allowed with landlord approval. All design elements and lighting details are subject to landlord and City of Flagstaff approval.

3. Window lettering is allowed with the landlord and City of Flagstaff approval. Acceptable materials for window lettering are gold leaf and "Signgold" vinyl lettering. Painted "gold" lettering will not be approved.

If you have any questions regarding this criteria or if you would like a competitive bid, please contact Steve Nelsen at:

Bootz & Duke Sign Co.
4028 W. Whitton Avenue
Phoenix, AZ 85019
(602) 272-9356

Landlord's Initials _____

Tenant's Initials _____

Addendum to Sign Criteria
Heritage Square

Changes to Sign Criteria:

1. Remove Detail A as submitted by Bootz & Duke Signs. Replace with new drawing marked "Empress Plaza, Heritage Square" dated April 26, 1999.

2. All projecting signs shall be mounted at the same height on the building with the top of the sign support structure installed at the centerline of brick capital on building face as indicated in Detail A.

3. All illumination fixtures for externally illuminated signs shall be of the same design and shall consist of down-directed and shielded fixtures.

4. The City of Flagstaff will issue sign permits only for signs which are in conformity with the Flagstaff Sign Code and with the Flagstaff Historic District Design Criteria.

Dated: May 12, 1999

Landlord's Initials _____

Tenant's Initials _____

Amended Addendum to Sign Criteria

Additional Changes to approved Sign Criteria:

5. City of Flagstaff, hereby, approves sign permits for two flush building wall-mounted signs identifying the name of the building. The size, materials and method of installation of these signs shall be the same, or similar, in intent to the attached exhibit E. The location of such signs shall be as specified in the attached exhibit F.

6. City of Flagstaff, hereby, approves one projecting wall mounted sign identifying the name of the building; the size, materials, and method of installation of such sign shall be the same in nature to the typical projecting wall-mounted sign as previously approved on 5/12/99 by the City of Flagstaff for the general Sign Criterea for Heritage Square (attached here to as exhibit A). The location of such sign shall be the northern column immediately adjacent to the main entrance on Leroux Street.

7. City of Flagstaff, hereby, approves two flush-mounted building plaques identifying the name of the building. The size, materials, and location of such signs shall be specified at submittal of sign permit application for said signs.

8. City of Flagstaff, hereby, approves one projecting wall mounted sign identifying tenants of the building; the size, materials, and method of installation of such sign shall be the same in nature to the typical projecting wall-mounted sign as previously approved on 5/12/99 by the City of Flagstaff for the general Sign Criterea for Heritage Square (attached here to as exhibit A). The location of such sign shall be the southern column immediately adjacent to the main entrance on Leroux Street.

The foregoing is agreed and accepted today, 4/21/00

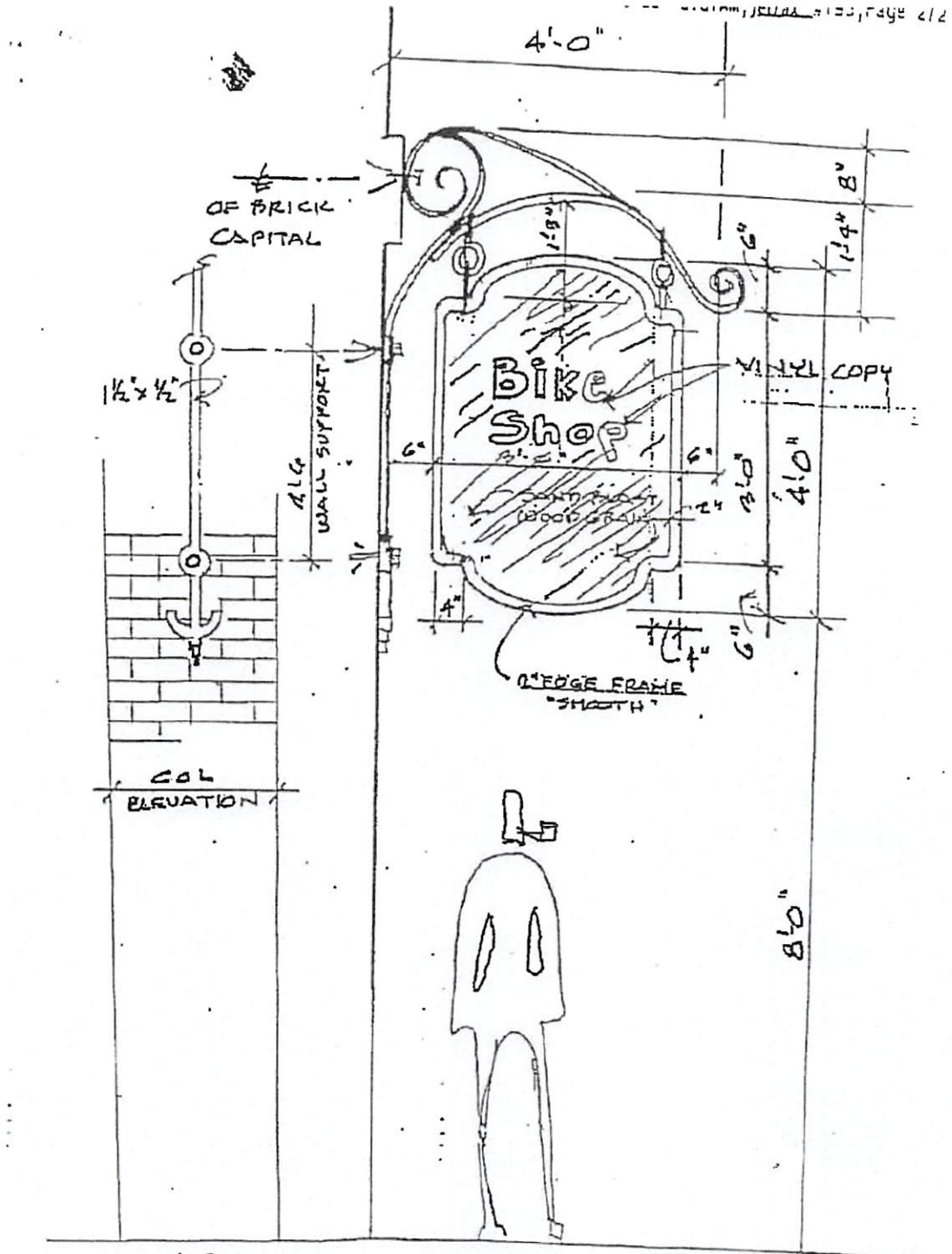
Peter W. Nelson
Empress Plaza, L.L.C.

Steve Lere
Steve Lere
City of Flagstaff

Billy Trimble
City of Flagstaff

Landlord's Initials _____

Tenant's Initials _____



EMPRESS PLAZA
HERITAGE SQUARE

SCALE: 1"=1'-0"

CCM & ARCHITECTS.
APRIL 26.1999

Landlord's Initials _____
Tenant's Initials _____

EXHIBIT "D"

CONSTRUCTION RIDER

D1. Tenant has inspected the Premises and accepts them in their present condition. Tenant has the responsibility, except as stated elsewhere in this Lease, to repair/replace all existing construction as required for Tenant's use and occupancy, including, but not limited to: signs, light bulbs/tubes, window and door glass, and all finishes

D2. Tenant shall, at Tenant's sole expense, furnish to Landlord construction drawings and specifications (hereinafter called "Plans"), describing all work necessary to construct the Premises for Tenant's use and occupancy (hereinafter called "Tenant Work"). Tenant shall furnish to Landlord three (3) copies of the Plans for Landlord's review and approval, which is required prior to the initiation of any work on the Tenant Work. Landlord shall have fourteen (14) working days from the date of receipt of the Plans to review them. If Landlord makes no written objection to Tenant within the said fourteen (14) days, then the Plans shall be deemed approved by Landlord.

D3. Tenant shall, at Tenant's sole expense, perform all work necessary to complete the Tenant Work as approved by Landlord.

D4. Tenant shall cause the Tenant Work to be constructed in compliance with all applicable ordinances, laws, rules and regulations of all governmental authorities, and shall secure written approval of the Plans from such governmental authorities before beginning work on the Tenant Work. In the event that said governmental authorities require changes or alterations in the Plans before granting Tenant written approval, then Tenant shall, at Tenant's sole expense, cause the Plans to be revised to indicate the required changes or alterations, and shall furnish to Landlord two (2) copies of the revised Plans for Landlord's records. Without limiting the foregoing, Tenant shall specifically ensure that all construction complies with the Americans with Disabilities Act.

D5. Tenant shall cause the Tenant Work to be constructed by a contractor (hereinafter called "Tenant's Contractor") licensed by the appropriate governmental authorities, and shall require Tenant's Contractor to furnish to Landlord a Certificate of Insurance as proof of insurance coverage in at least the following amounts:

(a) Worker's Compensation Insurance in the amounts required by law in Arizona;

(b) Comprehensive general liability insurance and personal injury liability insurance, specifying a single occurrence policy limit of at least $1,000,000;

(c) Products/Completed Operations Insurance

(d) Independent Contractors Insurance

(e) Personal liability insurance specifying a single occurrence policy limit of at least $1,000,000;

(f) Owned and hired automobile and equipment liability insurance; and

(g) Builder's Risk Insurance in the minimum amount of the contract between Tenant and Tenant's Contractor.

D6. Tenant shall, upon completion of all Tenant Work, furnish to Landlord a Certificate of Occupancy or other documentation indicating acceptance of construction by the appropriate governmental authorities. Tenant shall also furnish to Landlord an acceptable Affidavit of No Liens and Waivers of Liens from Tenant's Contractor and its subcontractors.

D7. Tenant shall, at Tenant's sole expense, furnish signs and the electrical connections thereto, in compliance with Landlord's sign criteria.

D8. Roof/Building Penetrations. There shall be no penetrations of the roof or the exterior walls of the Building without the prior written approval of Landlord. If Tenant employs any contractor or person to perform roof or Building penetrations or Tenant performs roof or Building wall penetrations personally, Tenant will be responsible for the cost of repair or replacement to said roof or Building walls required because of any damage resulting from Tenant's or Tenant's Contractor. Landlord shall have the right to have Landlord's roofing contractor and/or maintenance contractor make said repairs or replacement at Tenant's expense.

City of Flagstaff

Grants and Contracts Office

☐ URGENT

INDEX #: LEA-2020-084-AG1-AM1

(assigned by Grants and Contracts Office)

Prior Index #: _____

DOCUMENT TRACKING FORM

DOCUMENT TYPE:	CONTRACT/AGREEMENT TYPE:		DOCUMENT SUBTYPE:	
☑ Contract/Agree.	☐ Term	☐ Development	☐ Primary	☐ Deliverable
☐ Grant	☑ Lease	☐ Intergovernmental	☑ Amendment	☐ Sublease
☐ Deed	☐ License	☐ Reclaimed Water	☐ Extension	☐ Other
☐ Easement	☐ General/Other	☐ Construction: General	☐ Change Order	
☐ Other	☐ Grant Funded	☐ Proprietary/Sole Source		

Document Title: First Addendum to Office Lease Agreement

Parties: Hopi Tribe Economic Development Corporation

Project/Subject: Addendum to the Lease of the Hopi Building at Heritage Square (Park Flag)

Amount: $5,129.06 - $5,441.41 per month **Effective Date:** 01/01/2020 **Expiration Date:** 12/31/2022

Approved by Council: ☐ Yes If yes, Council Meeting Date: _____ (Attach copy of approved staff summary)

☑ No If no, Reason: ☐ Under $50k ☐ Emergency ☐ JOC ☐ Other: _____

Insurance? ☐ Yes ☐ No ***If yes, attach Certificate of Insurance approved by Risk Management.***

Submitted By: Charity Lee **Date Submitted:** 12/13/2019 **Number of Originals:** 1

Key Contact: C. Lee/ J. Portillo / D. McIntire **Department:** Economic Vitality **Telephone Extension:** x 2072 / x 2960 / x2907

Comments: _____

ROUTING INFORMATION

Needed Reviewers: ☑ Grants and Contracts Manager SBK **Date:** 12/13/19

☐ Purchasing Manager _____ **Date:** _____

Date Sent to Legal: 12.13.19 **Legal Review Number:** _____ **Date Returned from Legal:** 12.13.19

Executing Official: ☑ Mayor ☐ City Manager ☐ Division Director

Date Sent to Executing Official: 12.13.19 **Date Returned to Contracts:** _____

FIRST ADDENDUM TO LEASE
(Park Flag)

This FIRST ADDENDUM TO LEASE ("ADDENDUM") is effective January 1, 2020, and is incorporated by reference into the Lease. This ADDENDUM amends and supplements the Lease. In the event of any conflict between the terms of the Lease and the ADDENDUM, the terms of this ADDENDUM shall prevail. The paragraph numbers below correspond to the Lease.

2. TERM (EXTENDED TERM). If the term is extended, rent shall be as set forth in 3.1.

3.1. RENT. The Minimum Monthly Rent during the initial Lease Term shall be as follows:

YEAR	MONTHLY RENT	TAX*	MONTHLY TOTAL*
1	$5,000.00	$129.05	$5,129.05
2	$5,150.00	$132.92	$5,282.92
3	$5,150.00	$132.92	$5,282.92

*Based on the current rate of 2.581% and subject to change.

Upon full execution of Lease Documents, Tenant shall pay a total of $10,129.05, which includes the Security Deposit of $5,000.00

OPTION TO EXTEND

YEAR	MONTHLY RENT	TAX*	MONTHLY TOTAL*
4	$5,304.50	$136.91	$5,441.41
5	$5,304.50	$136.91	$5,441.41

*Based on the current rate of 2.581% and subject to change.

4. ADDITIONAL RENT/EXPENSE STOP. This is a gross lease. The terms of the Lease, paragraphs 4, paragraphs 4.2; 4.3, and 4.4 are deleted and shall not apply.

13. RIGHTS RESERVED BY LANDLORD. Except in case of emergencies, Landlord shall give at least 48 hours' notice to Tenant before exercising its rights to enter the Premises for any purposes allowed under the Lease.

16. UTILITIES AND JANITORIAL SERVICES. Paragraph 16.2 is deleted. Tenant will not use space heaters, air conditioners, or any other apparatus or device that may result in overloading electrical circuits or cause disruption to a neighboring tenant. Tenant and its subtenants will have the following office hours, and these will necessitate utility services:

- Park Flag: 7 days a week, 7:30 a.m. to 10:00 p.m.
- Downtown Business Alliance: Monday through Friday, 9:00 a.m. to 5:00 p.m.
- FMPO: Monday through Friday, 8:30 a.m. to 5:00 p.m.

18. ACCEPTANCE OF THE PREMISES, LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD. Prior to commencement of the Lease, Landlord will professionally clean the Premises, including carpets and all facilities, and patch and repaint the walls of the Premises. Tenant shall be granted access prior to commencement of the Lease:

- To establish telephone, internet, and similar communication services at its expense;
- To rekey any locks on the Premises at Tenant's expense, provided Landlord is given a master set of the keys.

22. ASSIGNMENT AND SUBLETTING. Landlord has approved Downtown Business Alliance and Flagstaff Metropolitan Planning Organization ("FMPO") as subtenants of Tenant. Tenant understands that Tenant shall be fully responsible for the full terms of this Lease.

All other terms and conditions of the Lease apply.

ACCEPTED AND APPROVED:
Landlord:

Hopi Tribe Economic Development Corporation,
A federally chartered corporation, wholly owned
By the Hopi Tribe, a federally recognized
Indian tribe

By: Lucinda Smith 11/5/19
(Date)

Name Printed: Lucinda Smith
Its: CEO

ACCEPTED AND APPROVED:
Tenant:

City of Flagstaff

By: Coral Evans
(Date)

Coral Evans, Mayor

Attest:

By: Stacy Saltzburg

Approved as to form:

By: Anja Wendel

S:\Legal\Civil Matters\2019\2019-256 Park Flag Hopi Building Lease\11-1-19 ParkFlag first addendum.rtf

SECOND ADDENDUM AND EXTENSION TO LEASE

Dated: October 4, 2022

The SECOND ADDENDUM AND EXTENSION TO LEASE, for that Lease and First Addendum, dated September 17, 2019, hereafter the "Lease", by and between HOPI TRIBE ECONOMIC DEVELOPMENT CORPORATION, a federally chartered corporation, wholly owned by the Hopi Tribe, a federally recognized Indian tribe, as "Landlord", and ParkFlag, City of Flagstaff, as "Tenant", for that Premises known as the Hopi Building at Heritage Square, 6 E. Aspen Avenue, Suite 200, Flagstaff, AZ 86001. This SECOND ADDENDUM AND EXTENSION TO LEASE shall be incorporated by reference into the Lease and in the event of any discrepancy between the terms of the Lease and the terms of this SECOND ADDENDUM AND EXTENSION TO LEASE, the terms of the SECOND ADDENDUM AND EXTENSION TO LEASE shall prevail.

SECONDAD1. LEASE TERM. Tenant and Landlord agree that the term of the Lease shall be extended for an additional two (2) years. This extension shall be referred to hereafter as the "First Extended Term" and shall expire on October 31, 2024.

SECONDAD2. MINIMUM MONTHLY RENT. The Minimum Monthly Rent during the First Extended Term shall be as follows:

DATES	MONTHLY RENT	TAX*	MONTHLY TOTAL*
11/1/22 - 10/31/23	$5,304.50	$136.91	$5,441.41
11/1/23 - 10/31/24	$5,304.50	$136.91	$5,441.41

*Based on the current rate of 2.581% and subject to change.

SECONDAD3. SUBLEASE. Landlord has approved Downtown Business Alliance and Flagstaff Metropolitan Planning Organization as sublessees for Tenant. Should Tenant request a change in sublessees, Tenant agrees that the new sublessee shall be subject to Landlord approval, per the terms of the Lease. Tenant understands that Tenant shall be fully responsible for the full terms of this Lease.

All other terms and conditions of the Lease apply.

ACCEPTED AND APPROVED:
Landlord:

Hopi Tribe Economic Development Corporation,
A federally chartered corporation, wholly owned
By the Hopi Tribe, a federally recognized
Indian tribe

By: Lucinda smiley
Lucinda smiley (Oct 5, 2022 08:23 PDT)

Date: Oct 5, 2022

Name Printed: Lucinda Smiley
Its: CEO

ACCEPTED AND APPROVED:
Tenant:

ParkFlag, City of Flagstaff

By: Gail Brockman

Date: 10/05/2022

Name Printed: Gail Brockman

THIRD ADDENDUM TO LEASE

Dated: November 14, 2022

The THIRD ADDENDUM TO LEASE, for that Lease and First Addendum, dated September 17, 2019, and that Second Addendum and Extension to Lease, dated October 4, 2022, hereafter the "Lease", by and between HOPI TRIBE ECONOMIC DEVELOPMENT CORPORATION, a federally chartered corporation, wholly owned by the Hopi Tribe, a federally recognized Indian tribe, as "Landlord", and City of Flagstaff d.b.a. ParkFlag, as "Tenant", for that Premises known as the Hopi Building at Heritage Square, 6 E. Aspen Avenue, Suite 200, Flagstaff, AZ 86001. This THIRD ADDENDUM TO LEASE shall be incorporated by reference into the Lease and in the event of any discrepancy between the terms of the Lease and the terms of this THIRD ADDENDUM TO LEASE, the terms of the THIRD ADDENDUM TO LEASE shall prevail.

WHEREAS, the Lease Term dates set forth in the Second Addendum need to be corrected;

THIRDAD1. LEASE TERM. Tenant and Landlord agree that the term of the Lease shall be extended for an additional two (2) years, which shall be for the period of January 1, 2023 – December 31, 2025 ("the First Extended Term").

THIRDAD2. MINIMUM MONTHLY RENT. The Minimum Monthly Rent during the First Extended Term shall be as follows:

DATES	MONTHLY RENT	TAX*	MONTHLY TOTAL*
1/1/23 - 12/31/23	$5,304.50	$136.91	$5,441.41
1/1/24 - 12/31/25	$5,304.50	$136.91	$5,441.41

*Based on the current rate of 2.581% and subject to change.

All other terms and conditions of the Lease apply.

ACCEPTED AND APPROVED:
Landlord:

Hopi Tribe Economic Development Corporation,
A federally chartered corporation, wholly owned
By the Hopi Tribe, a federally recognized
Indian tribe

By: _____

Date: _____

Name Printed: Lucinda Smiley
Its: CEO

ACCEPTED AND APPROVED:
Tenant:

City of Flagstaff, d.b.a. ParkFlag

By: _____

Date: _____

Name Printed: Becky Daggett
Its: Mayor

Attest:

By: _____

Approved as to form:

By: _____

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Katie Brandis, Dispatch Supervisor
Co-Submitter:	Liane Garcia
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval of Contract: The Cooperative Purchase Contract with Russ Bassett Corp in the amount of $429,803 to replace and update the Computer Aided Dispatch (CAD) consoles in the Flagstaff Police Department Communications Center.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract through the HGAC Cooperative Contract EC07-20 with Russ Bassett Corp. in the amount of $429,803 to replace and update the CAD consoles in the Flagstaff Police Department Communications Center; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The CAD consoles in the Flagstaff Police Department were last replaced in 2011. These consoles are used 24/7/365 by dispatchers answering emergency calls for service and dispatching law enforcement and fire. The current consoles have parts that are starting to break and they no longer make the parts to fix them. Each console is supposed to have personal climate devices that provides heat in the winter and cooling fans in the summer. The personal climate devices no longer work at any of the CAD consoles. Dispatchers have been utilizing space heaters in the winter to stay warm since the temperature of the center has to stay cool due to the computer equipment. The proposal from Russ Bassett Corp (Russ Bassett) includes replacement of all the CAD consoles with an additional three (3) consoles. The new consoles will have personal climate devices that provide warmth in the winter and cooling fans in the summer. They will have ambient lighting that is easier on a dispatcher's eyes especially during 12-hour graveyard shifts. They also have the ability to be lifted and lowered so dispatchers are able to stand during their shifts. Russ Bassett offers a ten (10) year every part warranty on all their equipment.

Financial Impact:

The cost of the CAD console replacement has been approved by the budget team using infrastructure reserve funds in the General Fund.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community: Providing public safety services with resources, staff & training responsive to the community's needs.

Carbon Neutrality Plan

DD-2: Assist in providing public safety services with adequate resources and staff time in ensuring that our neighborhoods are safe for community members.

Regional Plan

Goal NH. 1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff Region.

Has There Been Previous Council Decision on This:

Yes. Council approved a communication center update in 2011.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with Russ Bassett in the amount of $429,803.00 to replace the CAD consoles in the the Emergency Communications Center;
2. Reject the Cooperative Purchase Contract with Russ Bassett in the amount of $429,803.00 and direct staff to conduct a solicitation; or
3. Reject the Cooperative Purchase Contract and keep the current CAD consoles in the Emergency Communications Center. This option is not recommended by staff as there is a significant need for updating this equipment.

Background/History:

The CAD consoles in the Emergency Communications Center (ECC) were last replaced in 2011. The ECC dispatches for Flagstaff Police Department, the Greater Flagstaff Regional Fire Department, Pinewood Fire Department, Blue Ridge Fire Department, Forest Lakes Fire Department, Coconino County Sheriff's Office, Forest Service, and the Park Service. Technology has improved to where we can provide our dispatchers consoles that lift so they can stand during 12-hour shifts, ambient lighting that is easier on the eyes and causes less strain, and personal climate devices to keep dispatchers comfortable throughout their shifts. It is essential to update and replace this equipment to meet the needs of these agencies.

Purchasing reviewed cooperative purchase options and determined that the HGAC Cooperative Contract EC07-20 with Russ Bassett Corp. was valid and within the scope of the materials and services needed.

Key Considerations:

Community Benefits and Considerations:

The Emergency Communications Center values providing exceptional customer service to our community members. By providing our dispatchers comfortable equipment that works allows them to continue to provide exceptional customer service.

Community Involvement:

The Emergency Communications Center values the service we provide to our community. We offer the community the ability to sit in with our dispatchers during their shifts. We also conduct presentations for various groups within our community.

Attachments: Cooperative Purchase Contract
Exh A1 SOW
Exh B1 Contract EC07-20
Exh B2 Amendment One

COOPERATIVE PURCHASE CONTRACT
Contract No. CO-2023-146

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2023 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Russ Bassett Corp, a California corporation ("Contractor").

RECITALS:

A. Contractor has a Government Purchasing Cooperative Contract EC07-20 with Houston-Galveston Area Council (H-GAC) to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process;

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

Flagstaff PD 9-1-1 Dispatch Console Furniture Modernization

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work, *Exhibit A* and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided shall be **four hundred twenty-nine thousand eight hundred three dollars and no cents ($429,803.00), in addition to taxes and other charges**; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than $50,000; otherwise, City Council approval is required.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B*, attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: The City enters into this Cooperative Purchase Contract in reliance upon assurances that the Agency Contract will be renewed on or before its expiration. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

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

To the City:
Katie Brandis
Communications Manager
Flagstaff Police Department
911 E Sawmill Rd.
Flagstaff, AZ 86001
kbrandis@flagstaffaz.gov
Phone: 928-213-3373

To Contractor:
Peter Fink, President
Russ Bassett Corporation.
8189 Byron Road
Whittier, CA 90606
Phone: 562-945-2445
info@russbassett.com
projectcoordinator@russbassett.com

With a copy to:
Liane Garcia
Buyer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
lgarcia@flagstaffaz.gov
Phone: 928-213-2279

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A
SCOPE OF WORK
(Attached)

1. Flagstaff PD 9-1-1 Dispatch Console Furniture Modernization Proposal – 44 pages

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EXHIBIT B
AGENCY CONTRACT
(Attached)

1. H-GAC Proposals EC07-20 – 53 pages
2. Contract Amendment No. 1 – 1 page

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FLAGSTAFF PD 9-1-1 DISPATCH CONSOLE FURNITURE MODERNIZATION

PRELIMINARY DESIGN & BUDGETARY COST PROPOSAL

DECEMBER 13TH, 2022



russbassett

8189 Byron Road Whittier, CA 90606 | Tel 562.945.2445 / Fax 562.698.8972 | info@russbassett.com

December 13th, 2022

Katie Brandis
Communications Manager
Flagstaff Police Department
911 E Sawmill Rd
Flagstaff, AZ 86001

FPD/CCSO PSAP Console Modernization – Preliminary Design & Budgetary Cost Proposal

Katie,

Thank you for the opportunity to serve Flagstaff Police Department! It was my pleasure meeting with you in November and we are pleased to submit this preliminary proposal for your review.

Russ Bassett is an industry leading designer and manufacturer of the highest quality consoles for mission critical environments. We are a financially stable company that has consistently delivered positive results for our clients for now 62 years. Russ Bassett has a state of the art 110,000 square foot manufacturing facility and showroom in Whittier, CA. We have proven expertise and experience in the layout, design, manufacture, shipment, delivery, installation and service of mission critical console systems. Based on our successful similar work for other Public Safety Communications Agencies, Transportation Network Operations Control Centers, Power Utilities and Military/Government Agencies you can trust us to do a great job for Flagstaff Police Department.

Our goal is that every Russ Bassett client has an excellent experience working with us from project inception through successful project installation, and in the long run as we provide ongoing service and support. We strive to not only meet your expectations but exceed them. We will bring drive, integrity, attention to detail, and excellent service to your Team during every stage of the project. We will work in concert with City and County Staff, your Electrician and Low Voltage Communications Contractor, 9-1-1 and Radio providers, and any other project stakeholders to deliver a best-in-class solution on-time and on-budget. We are team players!

In the following pages, you will find a narrative review of our project approach, a solid "not-to-exceed" budget for the project, a possible look at the design, a description of the proposed console furniture product solution, reference letters and warranty information.

Product Viewing

There's an open invitation to visit our Factory and Showroom in Southern California where under one roof you can see and interact with both corner and linear sit-stand consoles, various position sizes and all the accessorial features you would want to consider. The Prescott Regional Communications would be the closest and most relevant AZ PSAP site for you to visit, and we can also put forward a list of other sites.

Budgetary Project Pricing

These figures shown here include all associated design, project management, console materials, sales tax, freight services and installation services.

This is a budget and Flagstaff PD should expect to receive a formal quotation with the pencil sharpened once the design and scope of work are dialed in and the procurement methodology is settled.

russbassett

FPD/CCSO 9-1-1 Center Consoles - Budgetary Cost Proposal			
Qty.	Item	Unit Price	Extended Price
14	**Call Taker, Dispatcher & Supervisor Consoles including:** - Flex 90° Corner and/or Linear Sit-Stand Console, 22.6" to 48.7" height range, heavy duty lifting columns, anti-collision technology - Single continuous worksurface, comfort front edge, surface height controls at Dashboard and worksurface edge - Continuous 42"H x 7" Technology Wall surround with removable vented interior/exterior lower access panels and rear access panels, fabric clad soundboard upper cladding behind sit-stand, upper Slatwall section with integrated wire management troughs at all fixed height extensions and bridges - Slatwall Monitor Array to support the monitor configurations shown in drawings, Array includes integrated power distribution and cable management - Dashboard for simple, intuitive interaction with all console controls, includes Trough for cable management with power distribution feeding all desktop level equipment and providing a concealed location for data (e.g. USB) connections - Includes USB Keystone Couplers with 15' Extension Cables per position to couple mice and keyboards with enclosed computers - All technology is fully integrated and enclosed (details TBD) - Each position includes fixed height extensions and shared bridges as shown in the drawing package - Finished end panels (Painted Steel)	$ 13,750	$ 192,500
14	**Personal Comfort System including:** - Dual-output forced air heater beneath worksurface with directional adjustment - Desktop cooling fans with directional diffusers - Intuitive back lit controls at the dashboard - Occupancy sensor for time out after 15 minutes of inactivity	$ 1,550	$ 21,700
14	**R56 Bonding Kit - full Motorola Compliance** - 4x12 Bus Bar (SBB) at Each Position with Isolation Bumpers, 2-Hole/Lug Type and enough connection points for console frame, receptacle boxes (quad outlet J-Boxes by Electrician), equipment connections, and surge protectors (SPDs). - Bonding Jumpers Frame to Frame, Frame to Sit-Stand, Sit-Stand to Monitor Array, #10 Jacketed/Insulated Cable (lengths not exceeding 10') - (6) Metal Housing SPDs with switch cover, double lug external bonding lugs) - Bonding Jumpers SPDs to SBB, #10 Jacketed/Insulated Cable (lengths not exceeding 10')	$ 850	$ 11,900
14	**Situational Awareness Light** - Top cap mounted fixture w/ up to (5) Lenses (Colors specifiable) - Includes specialized top cap, 36"H pole mount, power supply, wiring harness kit for simple interconnect to Phone and/or Radio equipment, manual 'Help Light' switch at Dashboard and printable insert sign holder	$ 950	$ 13,300
14	**Dimmable LED Task Lights** - Articulating Light mounted to Monitor Array	$ 305	$ 4,270
14	**Dimmable LED Task Lights** - Gooseneck Light at dashboard	$ 195	$ 2,730
14	**Personal Device Convenience Outlets** - (1) USB-C & (1) USB-A power-only outlets located at dashboard	$ 185	$ 2,590
14	**Cup Holders** - Retractable Cup Holder, mounts undersurface	$ 105	$ 1,470
14	**Ambient Lighting** - Blue light, under and over counter, dimmer switch control at dashboard	$ 695	$ 9,730
7	**Sanitation Station 1** - Slatwall Mounted Tissue / Hand Sanitizer Holder	$ 195	$ 1,365
7	**Sanitation Station 2** - Slatwall Mounted Wipe Holder	$ 130	$ 910
8	**Edge-lit Glazing with Logo & Text Integration** - Blue edge lit glazing feature, price is approx. per panel location	$ 3,750	$ 30,000
1	**Lockers & Other Storage** (placeholder) - Design to be dialed in, matching console details & quality	$ 13,500	$ 13,500
		Material Subtotal	$ 305,965
		9.18% Sales Tax	$ 28,088
		Freight Services (3-Shipments)	$ 20,250
		Installation Services (3-Phases)	$ 75,500
		PSAP Operations Floor Console Budget	**$ 429,803**

The Installation Services pricing assumes that we would be complete the project over the course of three (3) separate phases while you stay live, with all work occurring during regular business hours and using standard (non-union, not prevailing wage) labor rates.

This budgetary pricing excludes source electrical and communications cabling, raised access flooring work including floor coring, bonding or grounding beyond what is in the R-56 data sheet included, new monitors, monitor mounting, monitor cables, cable labeling and cable routing, breakroom, conference room and quiet room furnishings, and all seating (chairs) shown on drawings for reference only.

Russ Bassett can estimate and provide these excluded or other additional items and/or services upon request.

Procurement

Russ Bassett Consoles are available to the City of Flagstaff via HGACBuy Contract EC07-20 for 9-1-1 Equipment & Services and have been budgeted using this contract pricing. According to the HGACBuy website, there is already an IGA in place, and you are a Member/User of this pre-competitively bid cooperative purchasing vehicle.

Russ Bassett Console Salient Characteristics

Our consoles are designed with the comfort, safety and productivity of the Telecommunicators as the primary focus. The proposed console design also effectively integrates technology creating a 'no-fail' work environment and allowing technicians to quickly access and trouble shoot equipment when necessary.

Russ Bassett has proposed a solution built upon our Flex Console system. The Flex Console product platform – as installed at Mesa PD, Peoria PD and Prescott Regional Communications Center – is highly reliable, extraordinarily durable and ergonomically designed. The proposed configuration uses standard modular Flex components to create a custom solution specific for the requirements of Flagstaff PD.

Here are a few key features that differentiate Russ Bassett Consoles from other options you may be considering…

- **Individually Adjustable Monitor Arms or Slatwall Monitor Arrays**
  When it comes to monitor mounts, we strive to be the most flexible provider available. Russ Bassett consoles can utilize individually adjustable monitor arms that are fully articulating and designed to universally accommodate differing monitor sizes and weights. Individually adjustable monitor arms allow each user to adjust monitors to their focal depth and angle preferences so that they can be super comfortable as they work. We also offer a Slatwall Monitor Array that moves all monitors together as one with electric height and manual focal depth user adjustments. The array is a curved two-sided slatwall design and incorporates adjustable mounts that provide for peripheral and tilt angles to be preset, both optimizing the ergonomic interface and properly aligning all monitor seams. In either case robust power distribution and cable management features are integrated. *We have proposed the Slatwall Monitor Array solution for Flagstaff PD.*

- **Large, Uninterrupted Worksurface**
  Russ Bassett consoles are designed to allow a full single-lift surface to achieve the BIFMA ergonomic standards for input device platforms, meaning a separate keyboard surface is not required. Your writing surface, work area, telephones and other peripheral devices are all at the same comfortable height as your keyboards. Height adjustment range is from 22.6" to 48.7" from the floor to the top of the work surface, which exceeds the HFES 100-2007, ANSI/BIMFA G1-2002 and all European standards for input device platforms.

- **Durable - Comfort Front Edge**
  Russ Bassett work surfaces utilize an ultra-durable, waterfall shaped front edge that provides a comfortable, liquid tight edge. There is no exposed hardware on our consoles making them aesthetically appealing, comfortable and extremely tough.

- **Safety – Anti-Collision Technology**

Russ Bassett Flex consoles utilize redundant lifting system sensors and in-house fabricated anti-collision switch covering the area of the user where the surface could lower onto a chair or operator. If the surface is lowered onto an object (such as a chair) the anti-collision technology is activated and the worksurface rises slightly avoiding any contact.

- **Cable Management**
  We obsess over orderly cable management! You cannot put your foot up and disconnect a mouse, keyboard or anything else! All PCs and peripheral equipment, monitor video and power cables, source electrical and commutations cabling, etc. all occur within the console! Russ Bassett consoles include a large cable trough around the back edge of the worksurface. Power strips are mounted inside the trough for easy access. The trough is accessed by flipper doors rather than brush grommets or rubber flaps. The flipper doors have gaps above and below so that equipment cables from the slatwall or monitor mounting system can drop over the door and cables from the worksurface can route under the door, and the door can still open. The door is easily removed with spring pins, allowing full access to the trough during setup and reconfiguring. From the monitor arms and desktop, into the slatwall wire management trough, down the cable chains, into the structural wall and out into the PC enclosure spaces we properly manage all audio, video, power and network cables to keep all mission critical systems easily accessible and the console easily retrofittable.

- **Welded Steel Framework**
  Russ Bassett consoles are welded steel rather than bolted extrusions and/or wood panels, offering superior rigidity (particularly beneficial for reconfiguring) and superior heat dispersion. While we do offer exhaust fan kits for technology storage areas, they are almost never required because the welded steel consoles are very well ventilated and disperse heat rather than insulating it. With Russ Bassett you can achieve the required heat dispersion without exhaust fans, and this reduces electricity consumption, vibration, noise and future maintenance issues. The integrated 42" high structural/technology wall surround has a 7" profile and provides a rigid physical structure to the system, multiple cable management raceways, serve as the zone for accommodating and fully enclosing electrical J-box and network cabling demarcations, allows for computer and peripheral equipment placement, vertical rack mounting, and serves as the connection between the sit-stand cable management infrastructure and the fixed height extension cabinets, including accommodating all cable routing and coiling of excess computer cabling service loops. When supporting fixed height extensions and bridges, the walls include an upper slatwall section with flipper door access panels opening into the integrated wire management troughs. The walls have interior and exterior, lower and upper access panels as well as removable top caps that are also of perforated steel construction. Top caps can be specialized for integration of status indicator lights and large screen display mounts. This is an extraordinarily well thought out and durable solution! It is designed, engineered and manufactured as console furniture from the ground up and does not incorporate office furniture like elements.

- **Accessories**
  In addition to those shown in the pricing graph above, Treadmill and Exercise Bikes integrated with the consoles, Monitor Mount attachable accessories for reference books, worksurface depressions covered in Plexiglas for key document visibility, integrating agency logos into back panels and many other options are available. We look forward to discussing them further with your Team.

Product videos can be viewed at this link https://russbassett.com/control-room-resources/video/.

We are proud to be **"Made in the USA"**. Russ Bassett Consoles are made at our factory in Whittier, California. We are vigilant in ensuring that our manufacturing processes and products are environmentally sound and will have favorable impact in our customer's facilities. All Russ Bassett products are Greenguard Gold Certified for Indoor Air Quality.

Finishes can be viewed on our website here https://russbassett.com/control-room-resources/finishes/ and physical samples will be provided prior to selection.

Design

As you take the next steps in your selection process, the Russ Bassett Team stands ready to immediately begin work on developing the design for the 9-1-1 Center refresh project console furniture package.

You can trust Russ Bassett to bring drive and humble leadership as we enter the next steps including:

- Review and confirmation of the program and stated requirements
- Budgetary coordination and selection of all desired optional features and accessories
- Space and floor plan confirmation including provision of additional/alternative layout options as needed and dialing in of aisle spacing to ensure the best possible traffic flow
- Dialing in of adjacencies such as refining or relocating quantities, discipline groupings, shared printer locations, shared storage locations, etc.

- Dialing in of the fixed height extensions and bridges, personal storage cabinets, Foodservice/Project Table(s), shared printer/storage locations, and the Training Room Consoles to ensure all details have been covered
- Dialing in of equipment storage locations and methodology including firming up all monitor configurations
- Creation of formal equipment lists, location maps and wiring diagrams by discipline console typical
- Source electrical and communications cabling integration design and coordination, including assisting your Team in ensuring the Motorola R56 grounding standards are met
- Finishes selection
- Final, detailed shop drawings including plan, elevation, perspective and detail views
- Photo-realistic 3D color renderings of the final console and peripheral component design prior to sign off
- Floor coring drawings and templates for use by Kassel and their subs to ensure all source utilities feed directly into the consoles

Russ Bassett has provided one (1) well thought out design attempting to get to the (14) position total we discussed during our meeting. We can accomplish any layout and we look forward to jumping further into Flagstaff's!

More layout examples can be viewed here: www.russbassettconsoles.com/layouts.

Project Management and Schedule

We are focused on successfully managing projects so that all parties involved have a great experience in working with us. As stated, Russ Bassett will work closely with the Project Team to ensure a seamless process and successful result. We take customer project timelines very seriously and will ensure that insofar as it depends on our Team, your project is completed on time and on budget.

Manufacturing lead times for the products proposed here are currently in the sixteen (16) week range after receipt of order, plus shipping and installation time. Orders can be placed as far in advance as makes sense for the project. If selected as your partner for the project, we will collaborate with the Team to define the desired start date, define all necessary action items and create and maintain a Gannt Chart Schedule to keep the Team apprised of any extra project time, critical timelines and key action items.

Delivery and Installation Services

Russ Bassett Project Managers and Factory Trained Local Installers deliver the highest caliber on-site delivery and installation experience.

We coordinate up front, show up on time, install our console furniture with the highest safety and quality standards, and act as a team player to assist our clients in successfully implementing their projects. Key delivery and installation services include:

- Project Planning Guide
- Specialized packaging and transportation carriers
- Onsite Project Manager
- Russ Bassett Certified Local (Phoenix Area) Installers
- Onsite Training of GC Subs and Equipment Vendors
- Onsite Training of User Groups
- Installation Survey

All Russ Bassett Installation Services will be coordinated from our corporate headquarters in Whittier, CA. Your Russ Bassett Project Manager will assign and lead our local Team of certified technicians to successfully complete the project.

All Russ Bassett project installations include onsite training for the electrical and communications cabling subcontractors while we're in the process of installation, as well as training for the technology integration Team and user group. A User Guide will be provided and reviewed with you at the completion of your installation.

Warranty, Repair and Maintenance

Russ Bassett consoles are built for 24/7 mission critical environments. Russ Bassett is your single point of contact for all questions regarding operation, warranty and service items. Russ Bassett consoles do not require any kind of regularly scheduled service or preventative maintenance.

If your console requires service in the future, we will reply to all inquiries within 24 – 48 hours or less. If service is required, it will take place within 48 -72 hours. We stock all critical items and can ship them next day for immediate installation. Non-critical items that need to be replaced will ship in two (2) weeks or less. Local certified Russ Bassett local technicians are available for quick response items and to troubleshoot issues on site.

Russ Bassett offers one of the strongest warranties in the industry, covering both parts, shipping and for a period of ten (10) years. A complete copy of our 10-Year Everything Warranty is included as an attachment. We stand behind our product and are committed to maintaining long term positive relationships with our customers!

References

Included here are also a set of referral letters for your review. Our goal would be to obtain a similar letter from Flagstaff PD after the successful completion of your relocation project!

Conclusion

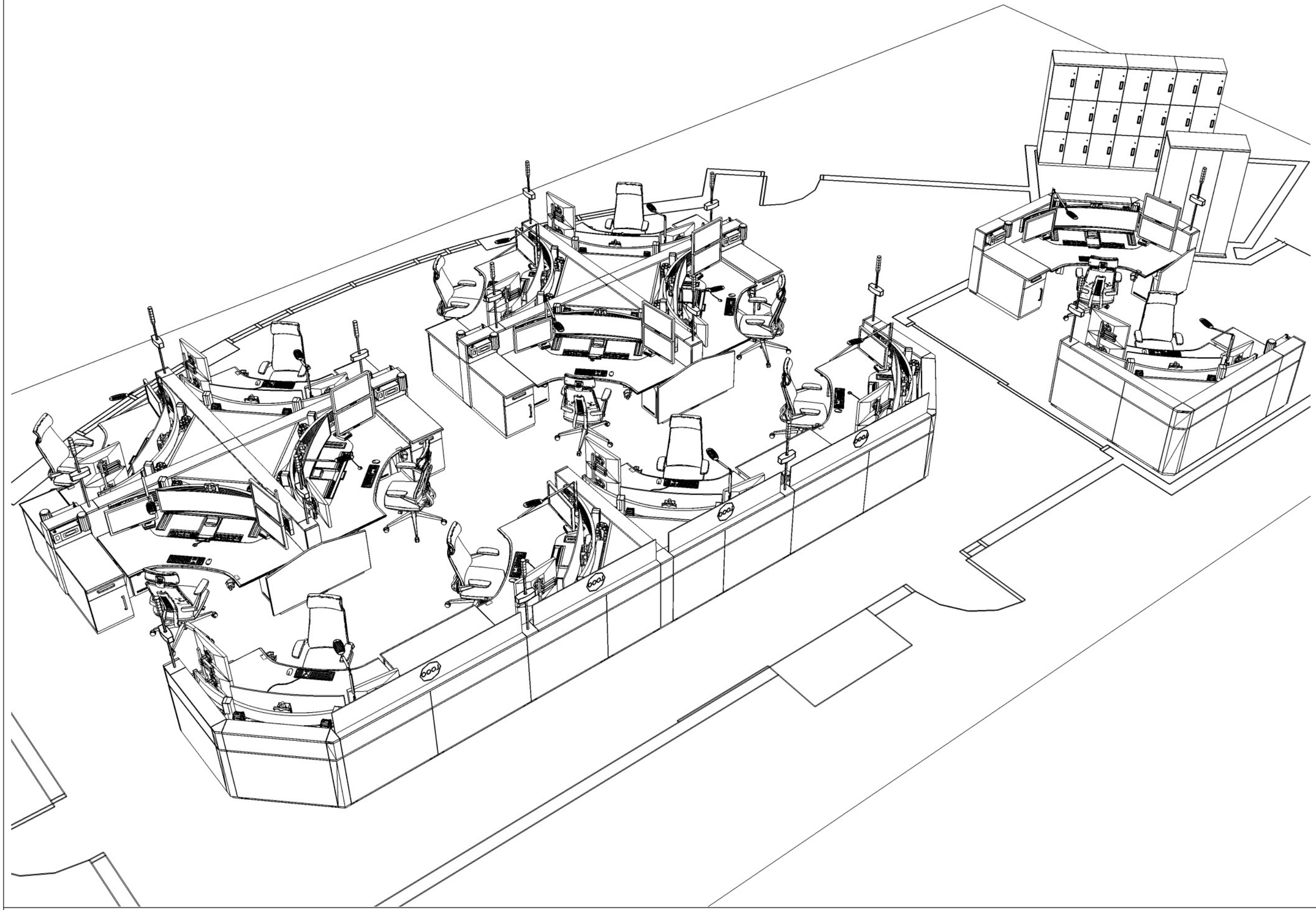
If selected as your partner for the project Katie, we will deliver both a best-in-class console furniture solution and customer experience.

Please don't hesitate to contact me with any questions or concerns as you review. My cell phone is (602) 380-6322 and email is mgawin@russbassett.com.

Thank you again!



Matt Gawin



russbassett
8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:
COCONINO COUNTY SHERIFF'S OFFICE

PROJECT ADDRESS:
911 E. SAWMILL RD
FLAGSTAFF AZ 86001

PROJECT

PROJECT NAME:
FLAGSTAFF PD CONSOLE MODERNIZATION

PROJECT INITIATION DATE:
11/23/2022

CONSOLE TYPE: FLEX

NUMBER OF POSITIONS: 14

SCALE:
NTS

SALES EXECUTIVE
MATT GAWIN

DESIGNER
JESSE GREEN

SHEET INDEX

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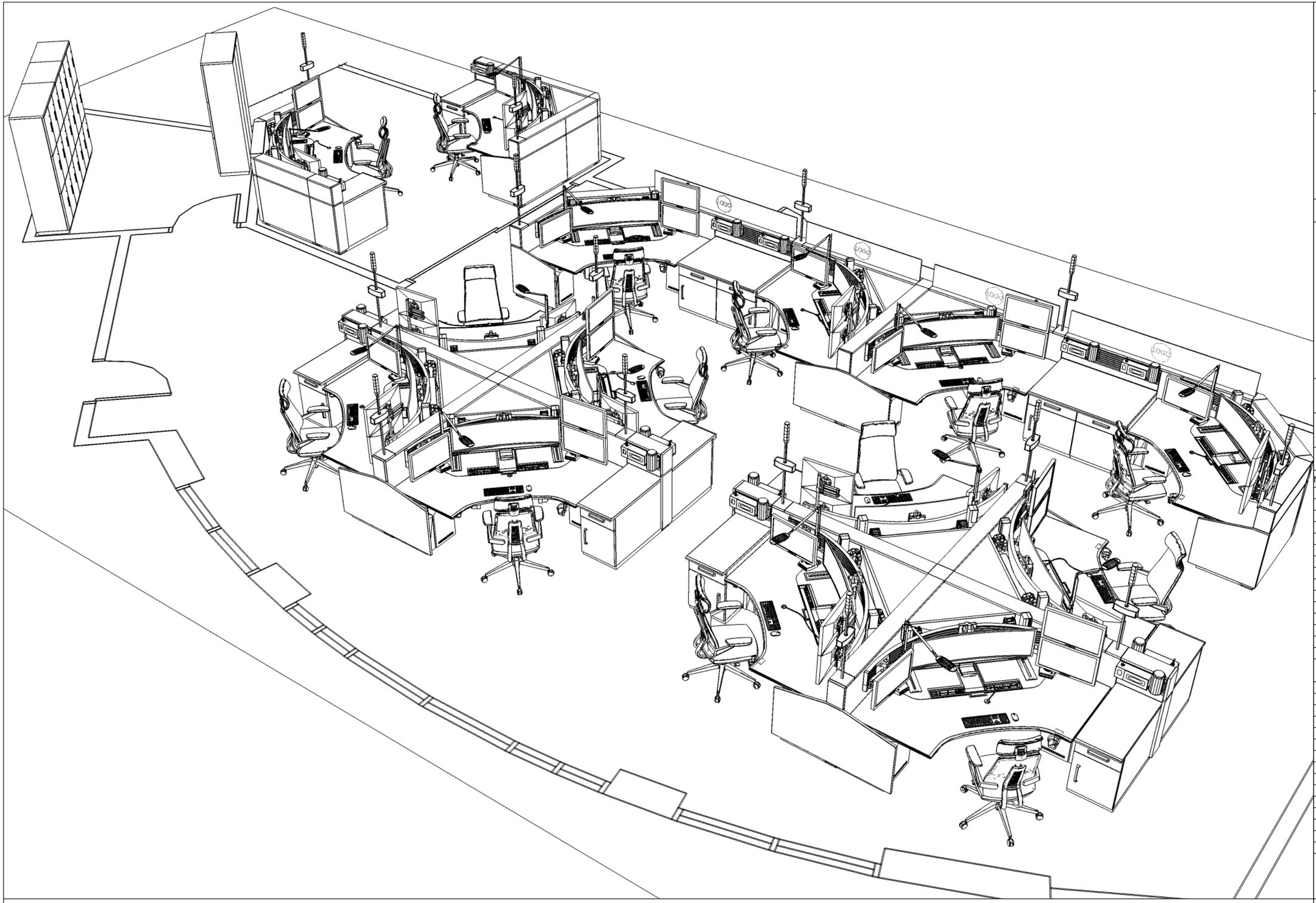
REVISIONS

REV	DATE	DESCRIPTION	BY
A	11/23/22	2D & 3D PRELIMINARY	JG

SHEET DESCRIPTION
3D VIEW 1

RUSS BASSETT CORPORATION HEREBY EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE COPIED, REPRODUCED OR CHANGED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF RUSS BASSETT CORPORATION.

DRAWING #	OPT.	REV.	SHEET
PN-10060-01	1	A	1 / 5



russbassett
8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:
COCONINO COUNTY SHERIFF'S OFFICE

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911 E. SAWMILL RD
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REVISIONS

REV	DATE	DESCRIPTION	BY
A	11/23/22	2D & 3D PRELIMINARY	JG

SHEET DESCRIPTION
3D VIEW 2

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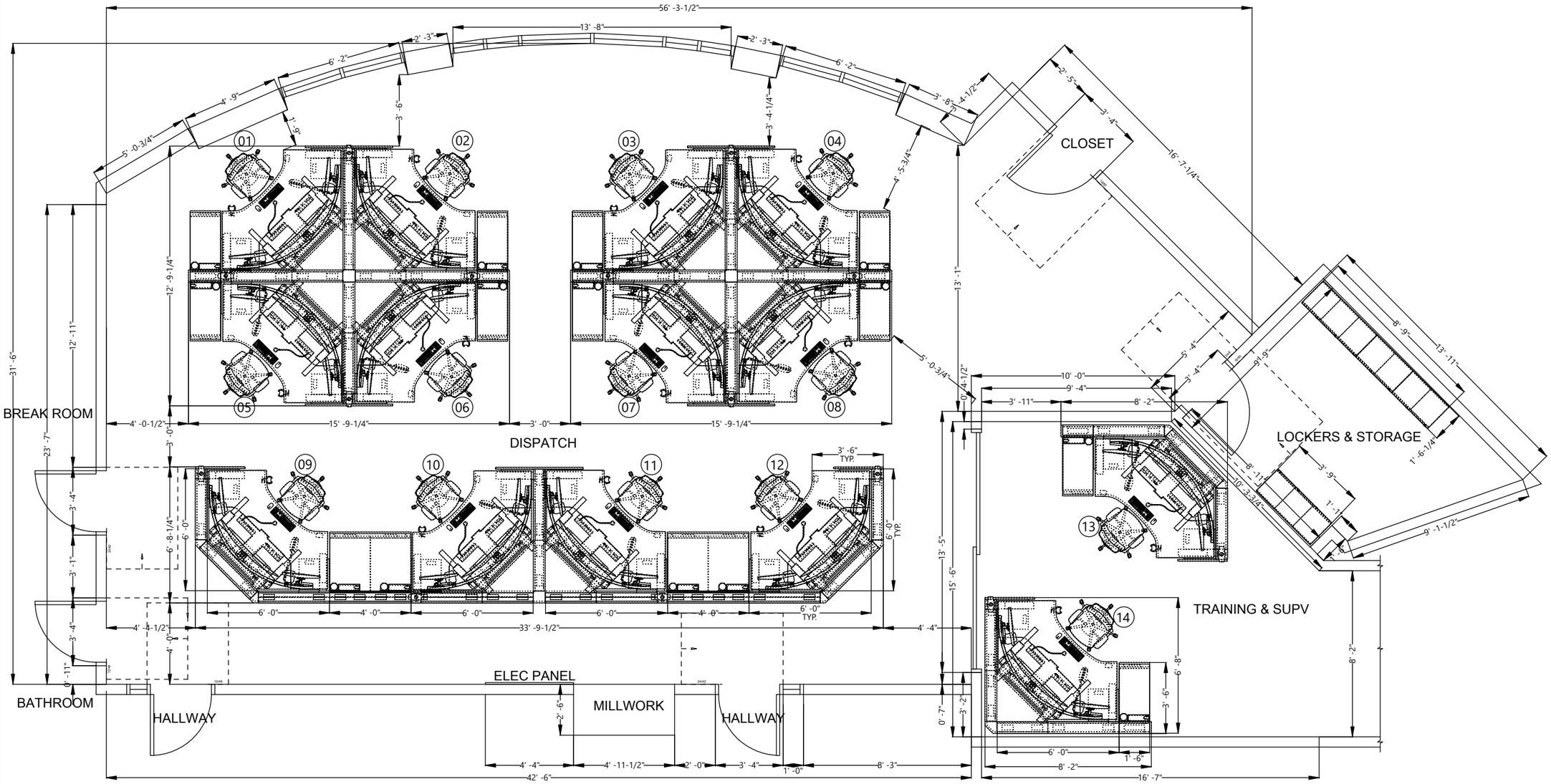
DRAWING #	OPT.	REV.	SHEET
PN-10060-01	1	A	2 / 5



russbassett

8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:
COCONINO COUNTY SHERIFF'S OFFICE

PROJECT ADDRESS:
911 E. SAWMILL RD
FLAGSTAFF AZ 86001

PROJECT

PROJECT NAME:
FLAGSTAFF PD CONSOLE MODERNIZATION

PROJECT INITIATION DATE:
11/23/2022

CONSOLE TYPE: FLEX

NUMBER OF POSITIONS: 14

SCALE:
3/16" = 1'-0"

SALES EXECUTIVE
MATT GAWIN

DESIGNER
JESSE GREEN

SHEET INDEX

NO.	
1	3D VIEW 1
2	3D VIEW 2
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REVISIONS

REV	DATE	DESCRIPTION	BY
A	11/23/22	2D & 3D PRELIMINARY	JG

SHEET DESCRIPTION
PLAN VIEW

DRAWING #	OPT.	REV.	SHEET
PN-10060-01	1	A	3 / 5

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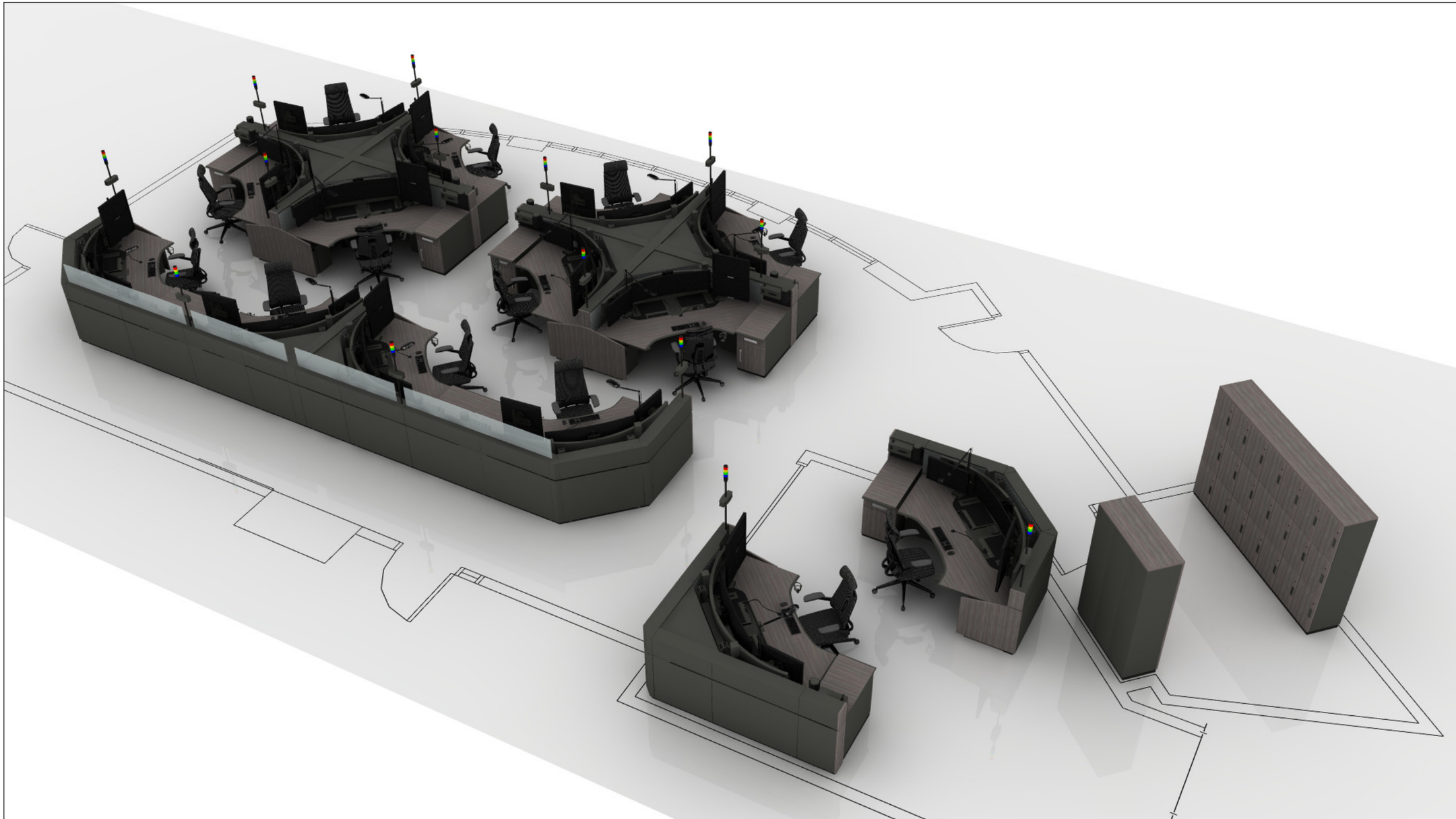

COLOR SCHEME:		
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LAMINATE:	PORTICO TEAK	
POWDER COAT:	CHARCOAL	

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PROJECT INITIATION DATE:
11/23/2022

CONSOLE TYPE: FLEX

NUMBER OF POSITIONS: 14

SCALE:
NTS

SALES EXECUTIVE
MATT GAWIN

DESIGNER
JESSE GREEN

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SHEET DESCRIPTION
RENDERING 1

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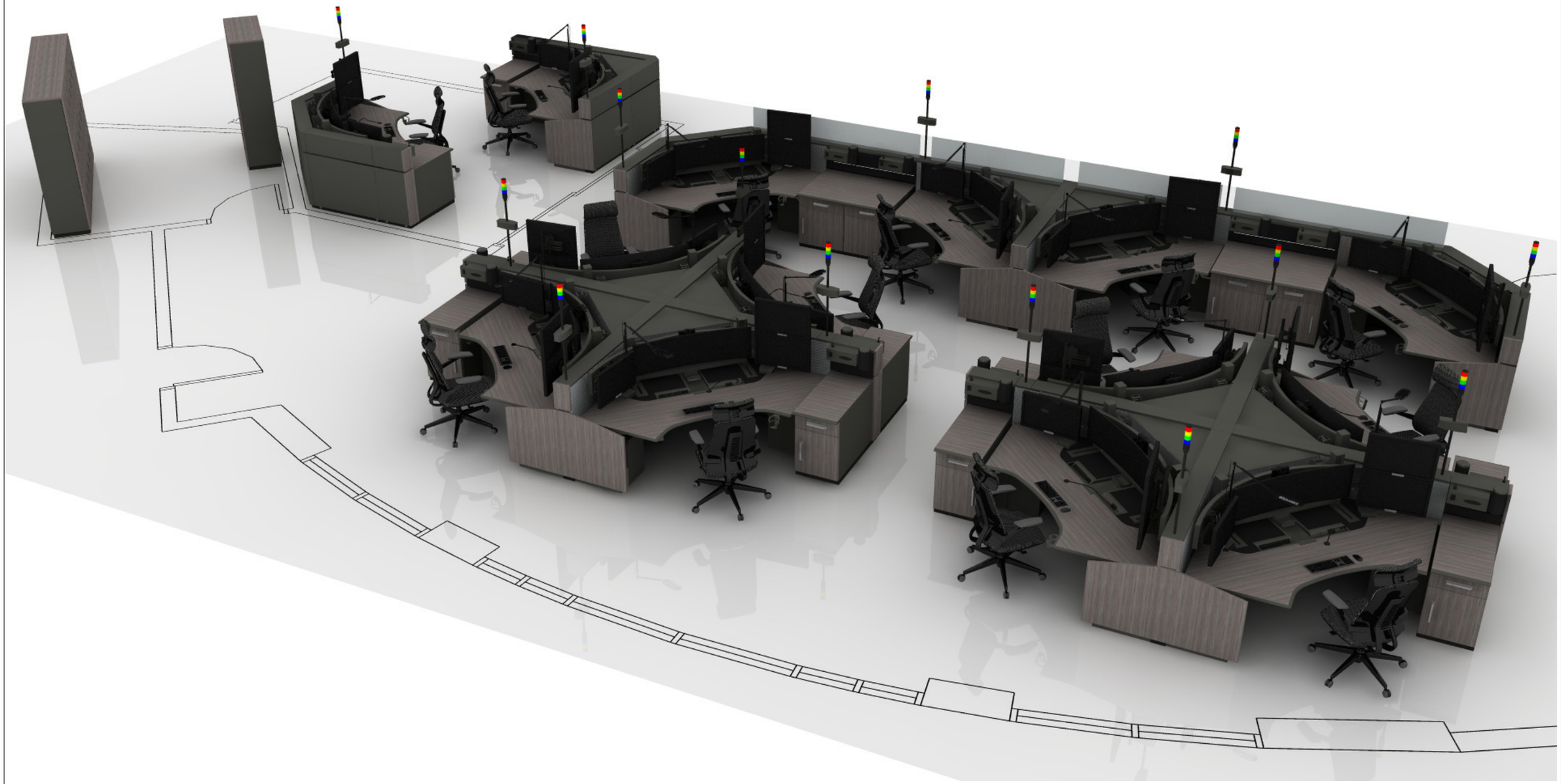

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SHEET DESCRIPTION
RENDERING 2

DRAWING #	OPT.	REV.	SHEET
PN-10060-01	1	A	5 / 5

russbassett

New and Improved Adjustable Monitor Array Sit-Stand Consoles

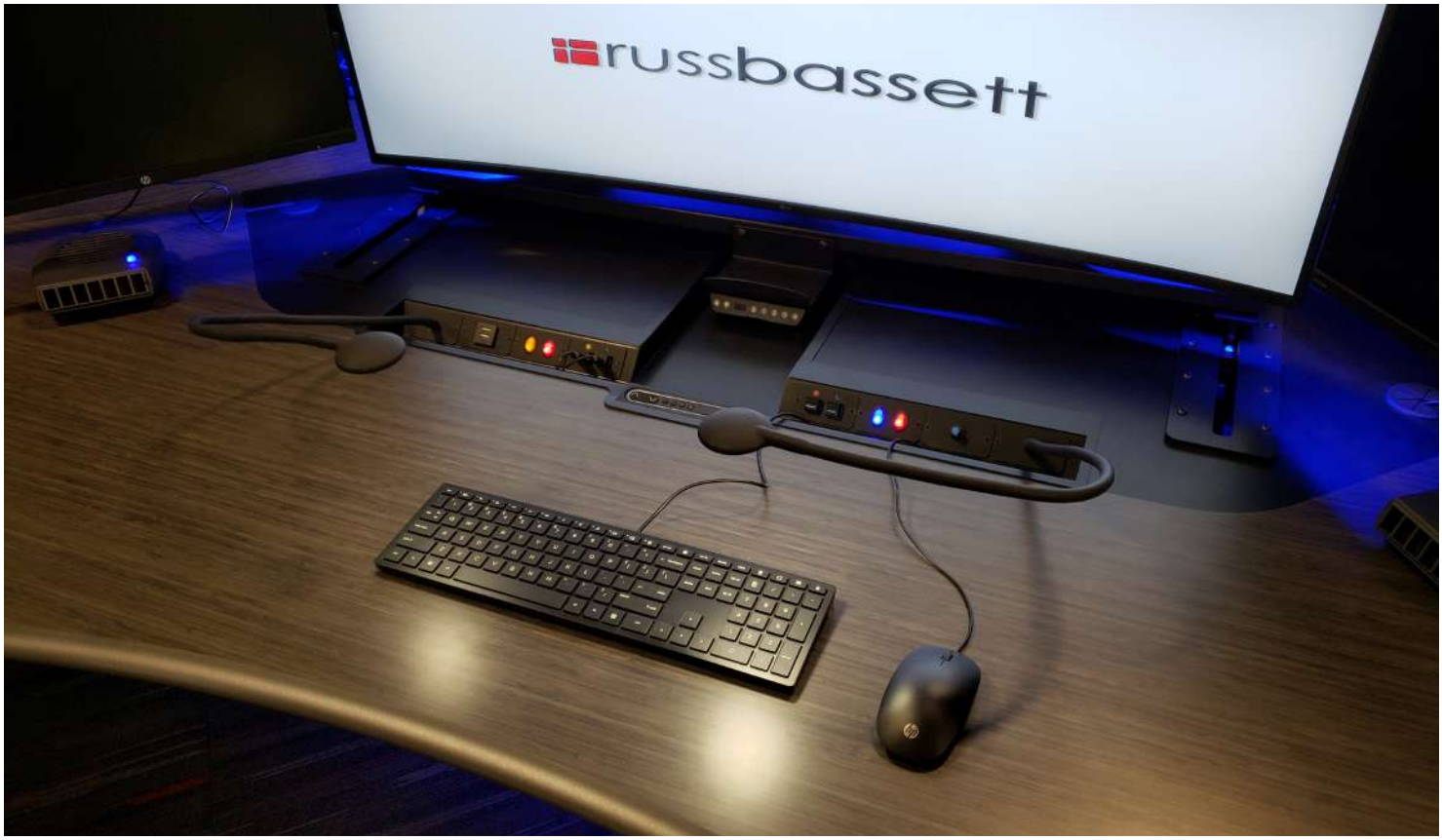
Dear Valued and Prospective Russ Bassett Customers,

Like automotive manufacturing, console furniture design regularly evolves around new technology, innovation, and customer feedback.

We are excited to introduce the new and improved, 2022/23 model year adjustable monitor array sit-stand to our already market leading Flex and Define Console product platforms!

The new adjustable array sit-stand console model features a Sub-Flush Dashboard to allow the bottom bezel of the monitors to get even lower, extra Dashboard Cartridge bays for added convenience and control functionalities, compressed monitor array envelope enhancing ergonomic focal depth adjustment, an upgraded array height controller, a removable rear monitor array shroud, and additional anti-collision technology.





Here is a little more information on each enhancement:

SUB-FLUSH DASHBOARD

The dashboard has been recessed into the work surface for a cleaner look and to allow monitors to get even lower. Monitors can now skim just above the work surface, provided the Personal Comfort System fans are moved out of the way. Our previous model was already supportive of a neutral-to-downward gaze, but for those customers who have stacked monitor applications and are coming from a “split-surface”, allowing the monitors to get closer to the large single piece work surface reduces the challenge of the change for the team.

EXTRA DASHBOARD BAYS

The Dashboard has been redesigned to utilize a new Faceplate design, which is smaller than the old spring cartridges. Combined with moving the desktop controller to the center, this change now gives the customer eight (8) configurable bays rather than six (6). This means there are more configuration options and removes the challenge of running out of ports for control functions when you want to do it all (manual situational awareness light switches, gooseneck lights, USB ports, convenience power, ambient lighting dimmer).

COMPRESSED ARRAY DEPTH

This new array design requires a shallower structure behind it, which has allowed us to push the array about 4" further back relative to the front of the work surface. This change has multiple advantages including more available monitor fit width, the capability to get the monitors further away, which is particularly helpful when larger screens are used and also that the Dashboard is always exposed even at full forward array position.

ARRAY CONTROLLER UPGRADE

The new array lift system includes a nice height control that is located at the same point as the focal depth handle and now includes a digital display reading the array height in inches (0 to 11), height memory presets and can display error codes in the unlikely situation your monitor array requires service.

REMOVABLE REAR SHROUD

To enhance users' line of sight to video walls and out from Supervisory positions, we have changed the monitor array structure in a way that makes the rear shroud purely cosmetic. Still desirable in open plan environments, when and where appropriate, it can be removed!

NEW COLLISION DETECTION TECHNOLOGY

Last but not least, we have integrated a new collision detection technology into the 2022/23 Array Console that provides an additional level of protection if a collision should happen outside the area of the currently deployed lap bar. This new system utilizes gyro, accelerometer and vibration detection sensors to provide additional protection and will be used in conjunction with the lap bar. We are the only manufacturer on the market with redundant collision detection systems.

FlexConsoles

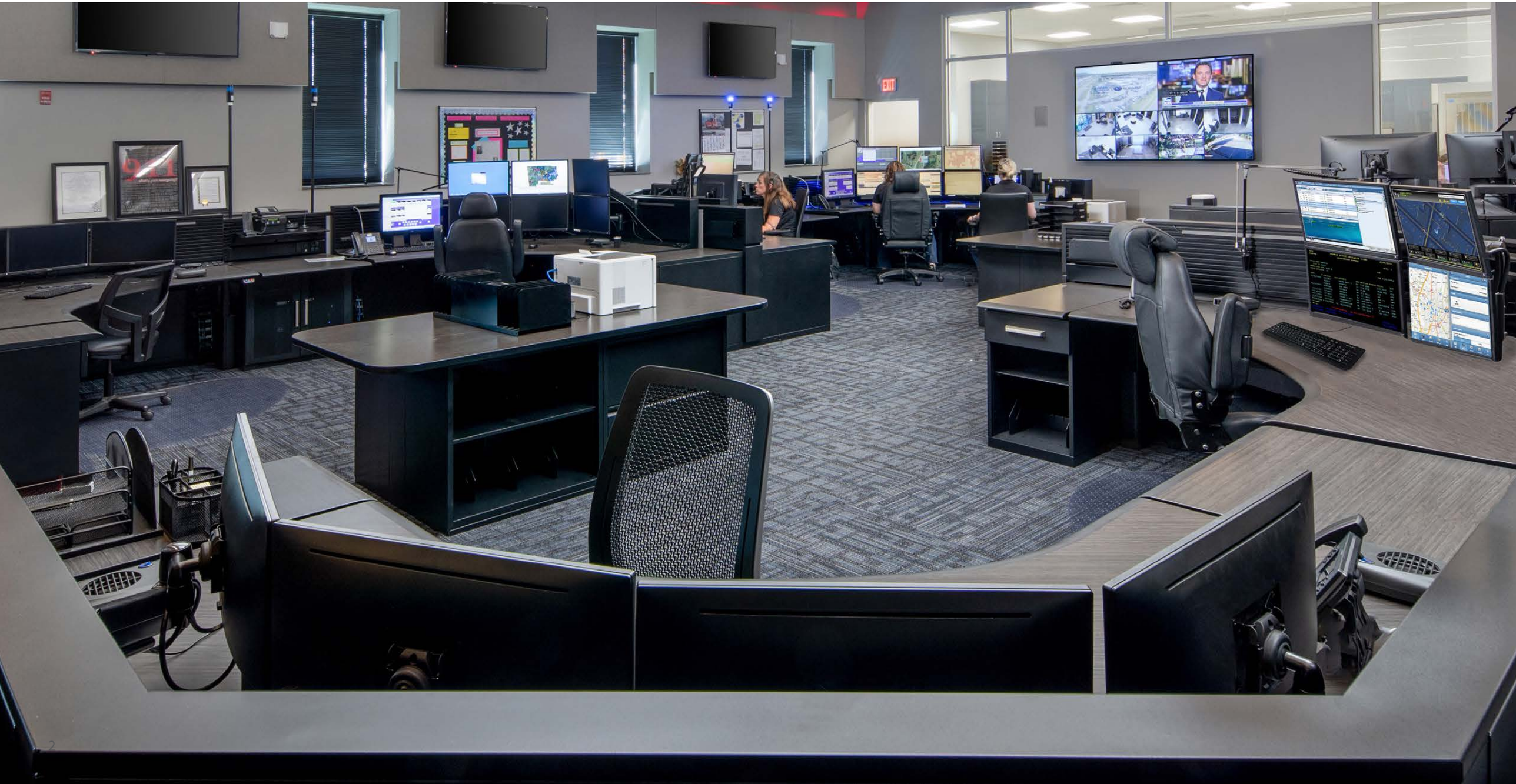


russbassett

THE FLEX ADVANTAGE

Console furniture designed to directly support your team's communication, health and engagement goals.

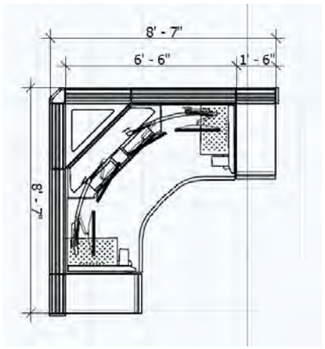
Choose from a variety of shapes and sizes to create a workplace that meets your operator and technology needs, today and tomorrow.



GIVING YOU THE FREEDOM TO CHOOSE

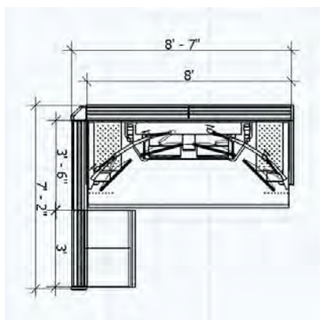
Both corner and linear consoles consume a similar footprint which gives you the freedom to choose the style that is right for your team.

90° Corner Console



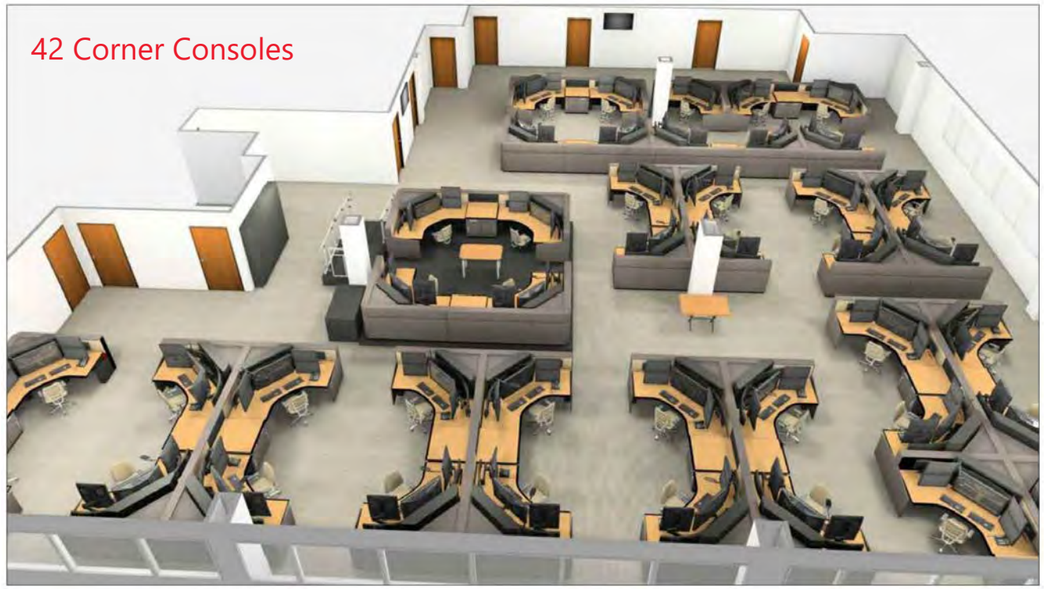


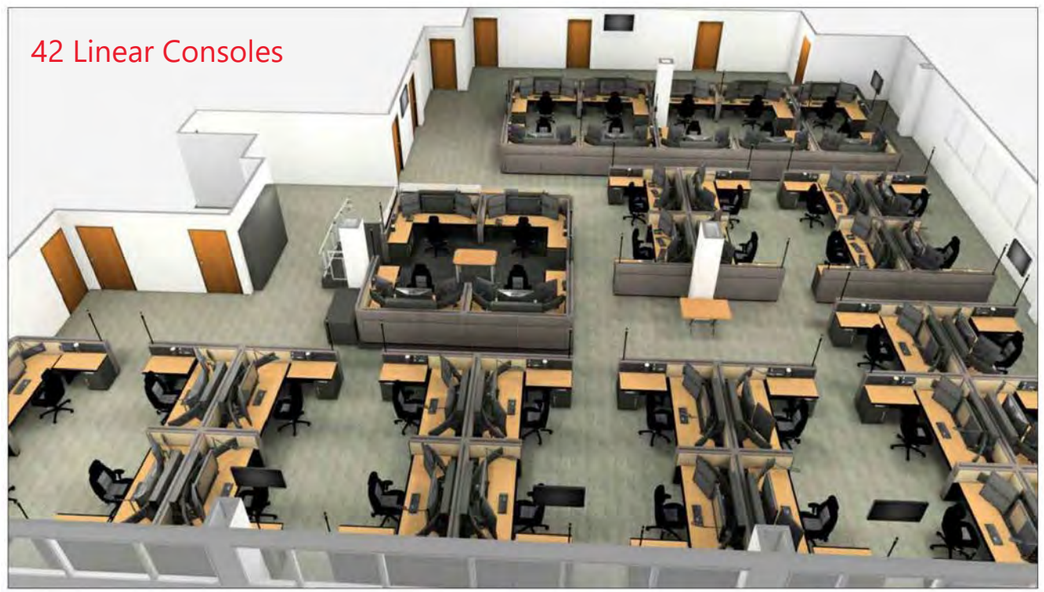
Linear Console





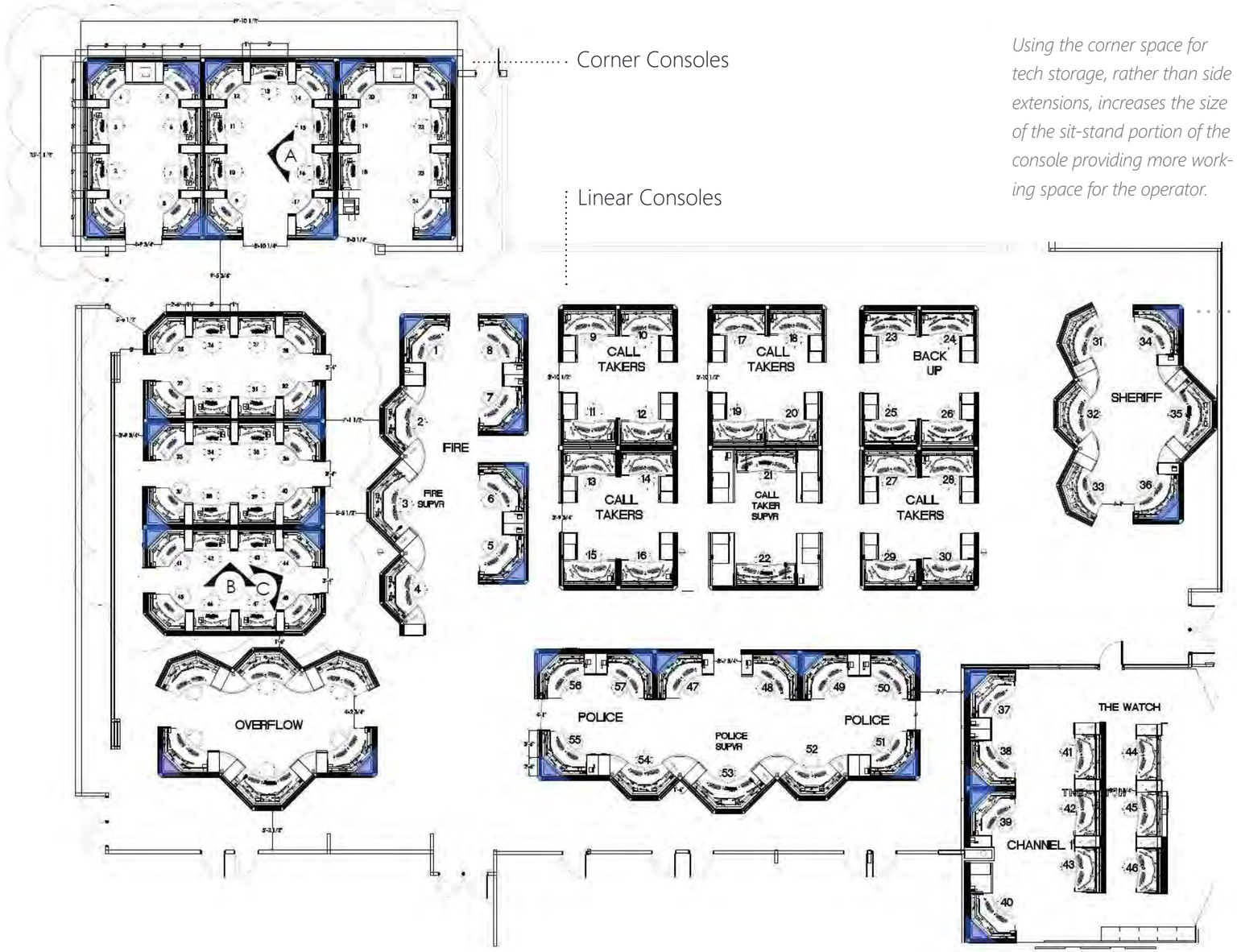
This side-by-side comparison shows 42 corner consoles and 42 linear consoles planned into the same space.





MAXIMIZING SPACE AND WORK FLOW

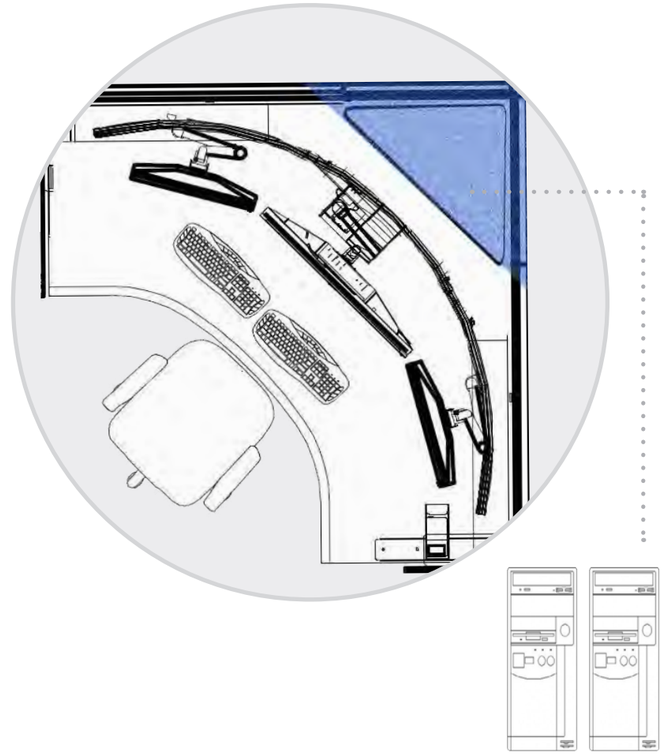
For agencies with unique room architecture or dedicated response teams, consider planning with corner and linear consoles to improve use of space, traffic and communication flow.



ZERO WASTE!

Russ Bassett 90° corner consoles make use of the back corner for technology and equipment storage. Zero wasted space means teams can choose a corner console and know they are getting a workstation that is comfortable and space efficient.

Using the corner space for tech storage, rather than side extensions, increases the size of the sit-stand portion of the console providing more working space for the operator.



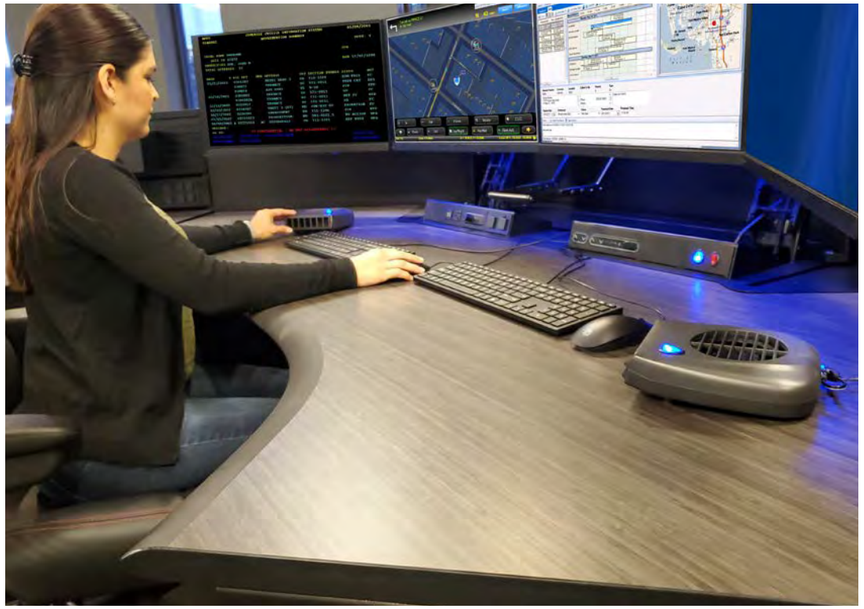
This consolidated agency selected a blend of console shapes and sizes to best support workflow and the varied technology requirements including the number of monitors and equipment storage.

SINGLE SURFACE, DUAL LIFT

Heavy duty lifting columns support a height adjustable surface. A second set of lifting columns support a height adjustable monitor array.

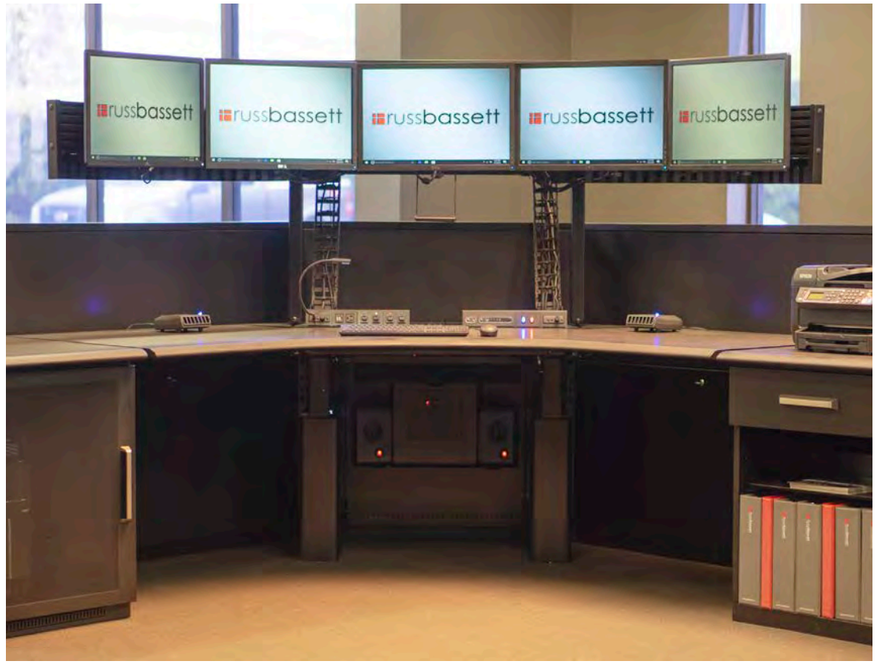
Adjusting the worksurface and monitor simultaneously or independently delivers ergonomic comfort and ease of use for the tallest or most petite team members.

Single Surface



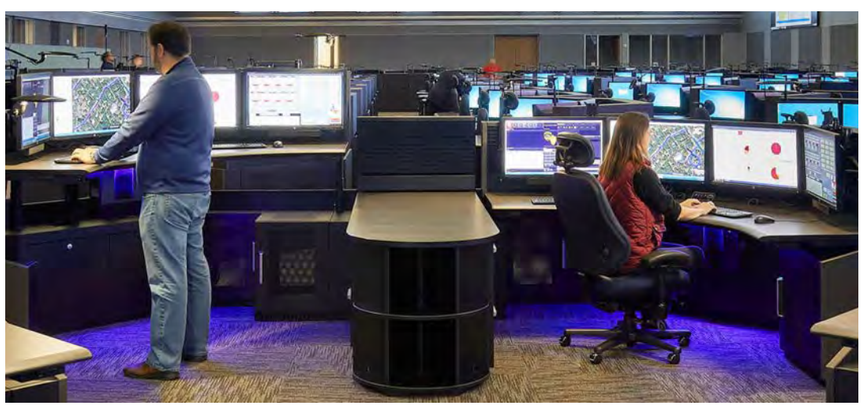
An expansive work zone helps operators stay organized and provides plenty of room for side-by-side training.

Dual Lift



- 12" Monitor Height Adjustment
- 48.7" Standing Surface Height
- 26" Sit to Stand Range
- 22.6" Seated Surface Height

Ergonomic Benefits of Single Surface, Dual Lift

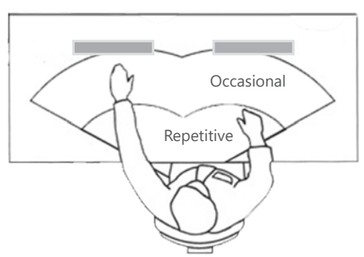


Height Adjustment

Promote musculo-skeletal health by accommodating the 95% male, the 5% female and everyone in between.

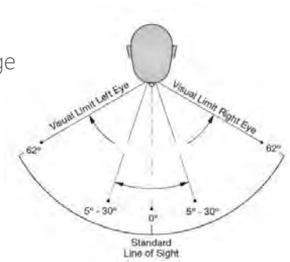
Reach Zones

To mitigate repetitive twisting and stretching, user controls are located within the dispatcher's primary reach zone.



Monitor Viewing

The curved Slatwall Monitor Array's range of height and focal depth adjustment promotes healthy viewing distance and angle, reducing eye strain and neck tension.

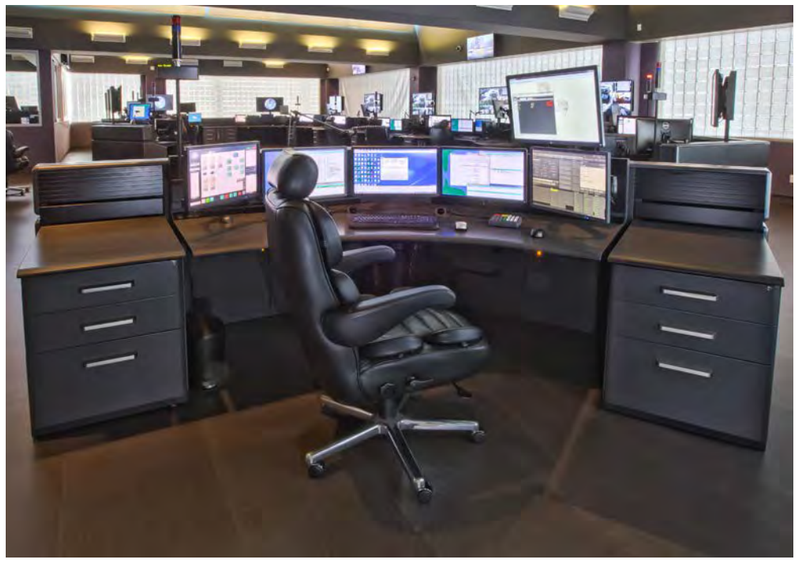


USER INTERFACE

Whether your team prefers cockpit-style positioning or a more linear approach to the work surface, Flex has you covered.

Corner

The single wrap-around surface is flanked by technology and/or personal storage.



SHARED FEATURES

Monitor Array with 12" Monitor Height Adjustment

Expansive Single Surface with 26" Sit to Stand Adjustment Range

Unencumbered Knee Space

Both console styles share a set of features that help operators remain comfortable and attentive.

Linear

A linear work zone allows operators to spread out and makes side-by-side training more comfortable.



The Endure comfort edge is directly molded to the substrate for a watertight seal and ultimate durability - no marring, no curling, no peeling.

Add optional Personal or Technical Storage Returns

SHARED FEATURES

Customizable Dashboard

Located within easy reach, your console Dashboard comes with surface height and monitor height adjustment controls. You may add up to six additional cartridges.

Accessory Options:

- Dimmable Task Light
- Quick-Connect USB Ports
- Personal Comfort System Controls
- Convenience Power
- Situational Awareness Alert
- Ambient Lighting Dimmer



Universal Personal Comfort System

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension and boost focus.





The Personal Comfort System includes two (2) under-surface, tilting heaters and two (2) freestanding desktop fans with centralized Dashboard controls. All appliances are energy efficient and ultra-quiet.

TECHNOLOGY INTEGRATION

Flex's tech integration foundation is the 7" deep, steel Technology Wall. The structure encircles the console and holds critical equipment.

Equipment Storage

The Technology Wall, including the rear corner on 90º consoles, has ample capacity for mid-sized towers and equipment.







Rack Mounting

The Technology Wall and ancillary technology storage cabinets are rack mount ready.







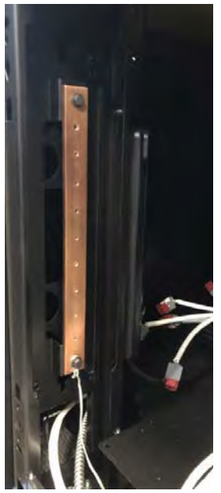
Optional cabinets placed alongside the console expand equipment capacity.

Power, Data and Grounding

Power, data and grounding terminate within the Technology Wall.







Wire Management

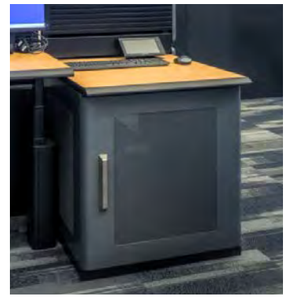
High capacity cable chases and energy chains keep power and data cords protected from crowding and disconnection.





Additional Storage

All technology cabinets are passively cooled by design. Rear cable pass-through opens to the adjacent Technology Wall. Optional pull out shelf eases access to the back of PCs and equipment.





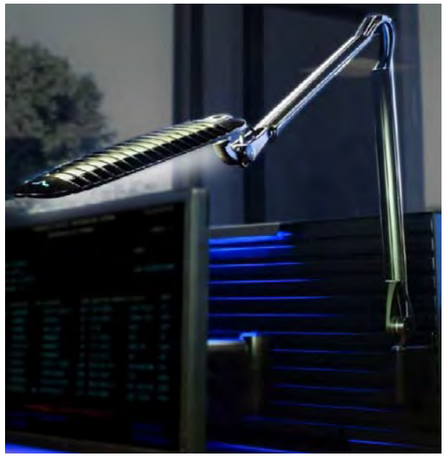


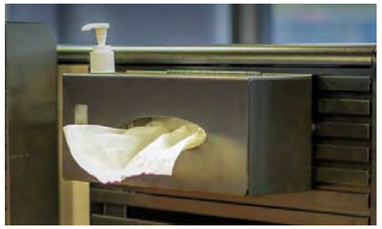
ACCESSORIES, LIGHTING & RECOGNITION

Mission critical teams are most efficient when console workspaces are comfortable and organized.

User Amenities

Pictured clockwise are the slatwall mounted Task Light, Sanitation Station, Keyboard Taco (other Slatwall Tools available), and Situational Awareness Light with Position Sign.









Tech Integration

Simplify installation with the Situational Awareness Light Connection Kit, Data Termination Bracket, Micro PC Mounting Bracket, and Technology Wall PC Tray.









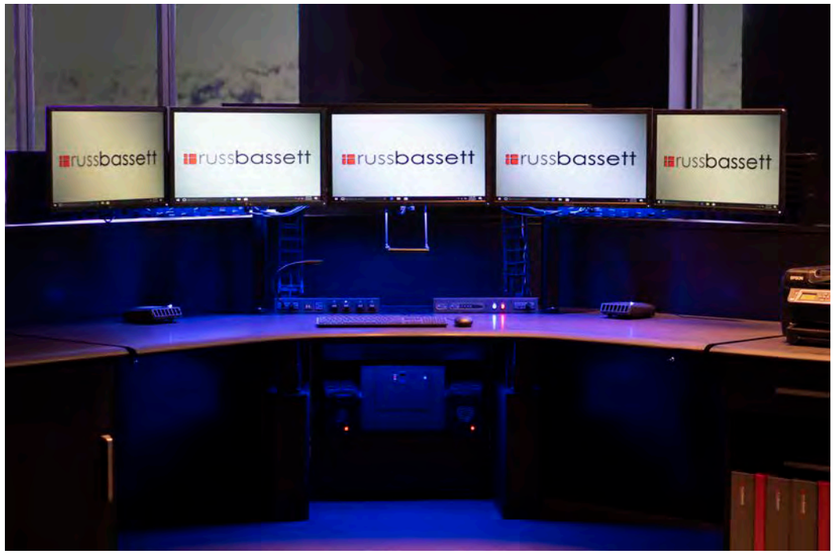
Custom Solutions

Transaction counters and other unique solutions ease work flow and help teams stay connected.



Ambient Lighting

Adjustable ambient lighting, above and below the console surface, complements conventional lighting with a calming blue tone. Blue LED lighting reduces monitor glare in ultra-bright and low light areas.



Etched Glazing

Up-lit etched glass boosts agency pride and reinforces your agency's mission.







Logo Panels

Logo panels add full-color badging for teams seeking additional way-finding and agency recognition.



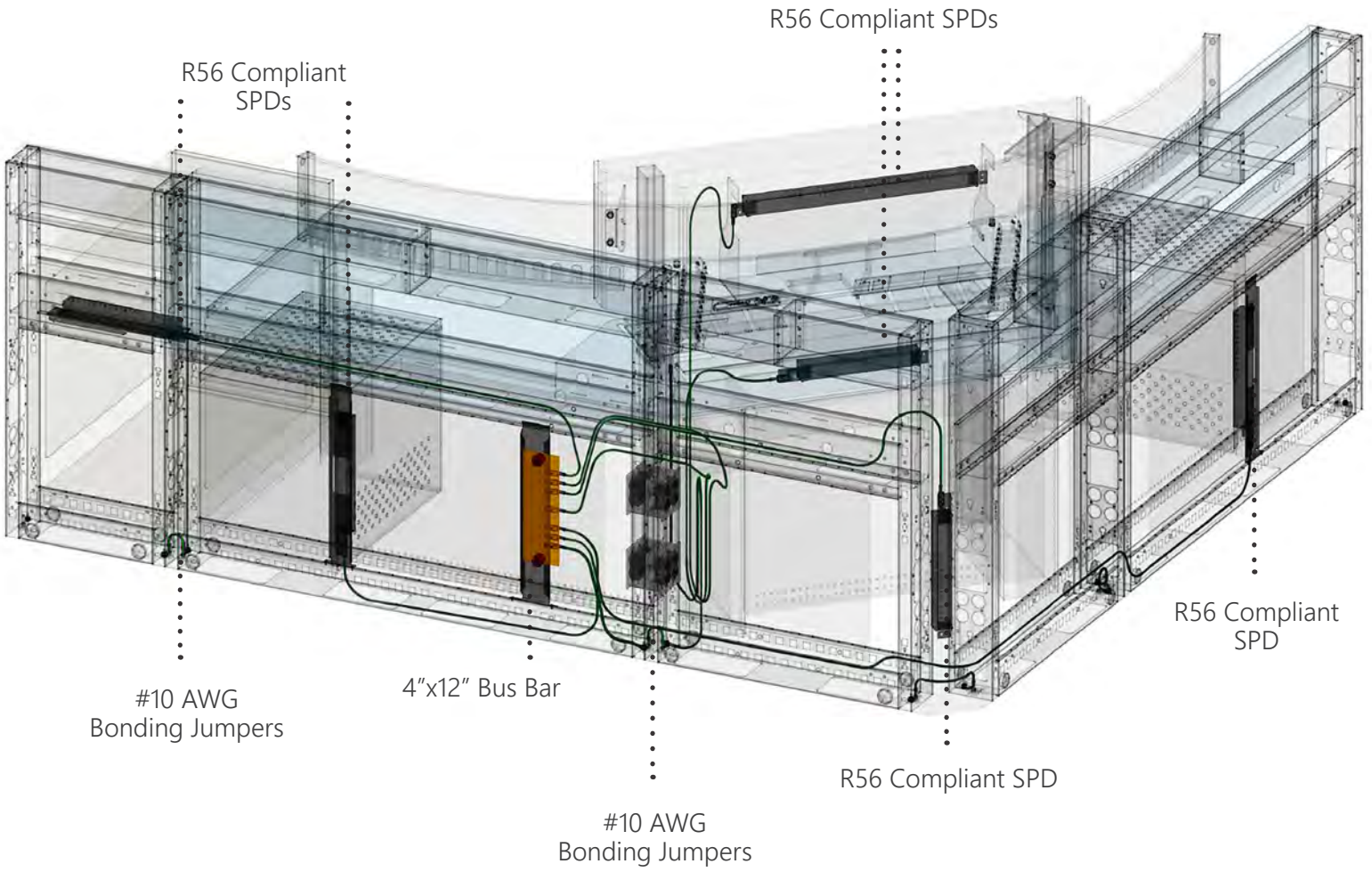


Grounding

R56 COMPLIANCE 101

Developed and maintained by Motorola Solutions, R56 takes into account fire, electrical codes, tower grounding and construction codes, and industry codes to ensure fire protection, operator safety and equipment protection through proper installation, grounding, bonding, and surge protection. It is considered the industry standard for correct bonding, grounding, surge protection and installation practices for radio towers and control rooms.

Russ Bassett has collaborated closely with co-authors of the R56 standard to develop a range of R56 compliant bonding, grounding and surge protection systems to fit your needs and budget.



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GET TO KNOW THE R56 COMPONENTS

Surge Protection Device SPD

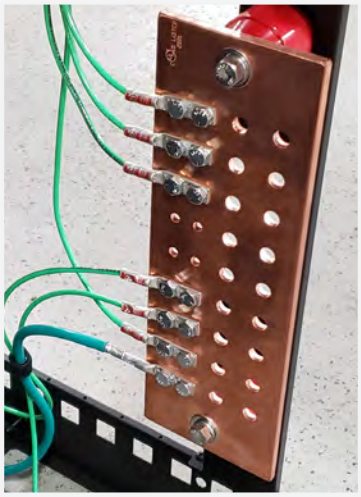
Metal Housing, External Double-Lug Bonding Connection Site, #10 AWG Double-Lug Bonding Wire, Covered Switch





Bus Bar

4" x 12", 1/4" Thick Copper, 1/4" Holes, 3/4" O/C and 3/8" Holes, 1" O/C, #10 AWG Double-Lug Bonding Wire to Frame



Bonding Jumpers

Frame to Frame Bonding, Frame to Sit-Stand Bonding



AVAILABLE R56 KITS

KIT #1: FULL R56 COMPLIANCE

The Full R56 Compliance Kit includes one (1) R56 compliant 14-outlet SPD, one (1) R56 compliant 6-outlet SPD, one (1) 4" x 12" Bus Bar, and all required #10 AWG Bonding Jumpers for the console.

KIT #2: R56 CONSOLE AND EQUIPMENT BONDING

For customers who need to bond their equipment and console, but do not need R56 compliant SPDs, this kit delivers one (1) 4" x 12" Bus Bar, and all required #10 AWG Bonding Jumpers for the console. *NOTE: For customers using a rack-mounted PDU located within the console frame, extra-long monitor power cables will be required.*

KIT #3: R56 CONSOLE BONDING

#10 AWG Bonding Jumpers provide R56 compliant bonding of the console for customers that do not need equipment bonding or R56 compliant SPDs.

Add-On: R56 Compliant SPDs

Available separately, specify additional SPDs for peripheral technology storage areas.

NOTE: All console-integrated bonding connections are installed by our certified installers, up to and including the Bus Bar, creating a "bonded console." After console installation, a certified electrician must connect the Console Bus Bar to the Sub-Bus for the control room with #2 AWG wire, or larger conducter, to "ground" the console.

COMMUNICATION

Situational Awareness Light



russbassett

SITUATIONAL AWARENESS LIGHTS

The LED Tower Light allows multiple situations to be displayed simultaneously, signaling when an operator is available, on a call, in need of critical assistance and more.



- Lenses are visible from any direction and distance and multiple colors can light at the same time to indicate several equally relevant conditions.
- Mounting on an extension slatwall or a Flex top cap maintains a consistent height regardless of varying console positions. You can also mount to the Slatwall Monitor Array if preferred. Multiple pole lengths are available to dial in the desired height.
- Tower fixtures are pre-wired for five colors (red, amber, blue, green, white). To add an additional color in the future, simply connect the corresponding wire to activate that color.

The LED Dome light allows up to four colors (red, amber, green, blue) and up to two situations to be displayed simultaneously with a single lens.



- Lenses are visible from any direction and distance and up to two colors can light at the same time to indicate simultaneous relevant conditions.
- Mounting on an extension or a Flex top cap maintains a consistent height regardless of varying console positions. You can also mount to the Slatwall Monitor Array if preferred. Multiple pole lengths are available to dial in the desired height.
- Dome lights are pre-wired for four colors (red, amber, green, blue). To add an additional color in the future, simply connect the corresponding wire to activate that color.

SITUATIONAL AWARENESS LIGHT ACCESSORIES

Maximize your Situational Awareness Light benefits with these optional accessories.



SIGN HOLDER

Metal-framed sign holder, with easy to remove diffusers on both sides, create instant recognition at a distance.



SUPERVISOR ALERT

Add a Supervisor Alert Switch at each position for immediate and unmistakable critical assistance requests. The back-lit toggle is available in multiple colors and sits within easy reach of the operator.



CONNECTION KIT

The Status Light Connection Kit powers your Status Light and makes wiring and switching easy.

OPERATOR COMFORT & FOCUS

Personal Comfort System



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COMPLETE COMFORT WITHIN REACH

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension, increase energy, and boost focus.

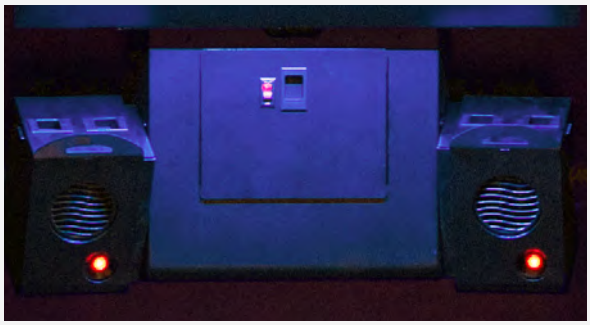


Personal Comfort System (PCS)

- 2 movable desktop fans
- 2 directionally adjustable heaters, mounted below the surface
- LED-lit control switch



Fans have directional airflow adjustment.



Each heater pivots up and down to focus heat toward the lap and toward the feet.



Operators control the PCS with a single-touch switch.

ADDITIONAL FEATURES

Energy-efficient and ultra-quiet
Simple, intuitive controls
Directionally adjustable forced air heaters
Movable desktop fans
Occupancy sensor
Compatible with all Russ Bassett consoles

SPECIFICATIONS

Cooling Fan	400 fpm
Forced Air Heat	200/400W
Maximum Current Draw	4.0 Amps
Voltage	120 Volts
Controls	LED Switches
Warranty	3 Years

OPERATOR COMFORT & FOCUS

Gooseneck Task Light



russbassett

LIGHTING WHERE YOU NEED IT

The Russ Bassett Gooseneck LED Task Light is moveable and fully dimmable. It's positioned below the monitors to reduce screen glareand it provides a natural, even light that is ideal for calming eye strain in monitor intensive environments.

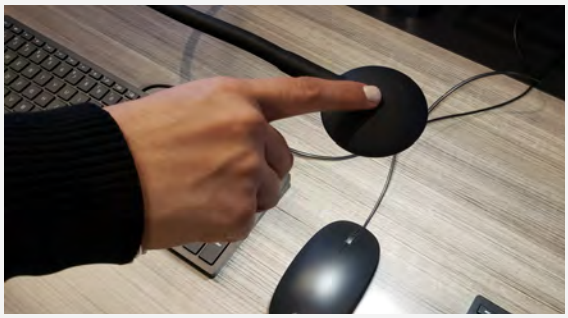


Gooseneck LED Task Light

- Located at the dash, consoles can be specified with one or more Task Light Dash Plates.
- The Touch Dimmer is on the lamp head for easy reach and allows the user to adjust lighting for optimal comfort in full-light environments and in lower-light applications.



Shielded lamp prevents screen glare.



Touch Dimmer onthe lamp head provides easy-reach control.

FEATURES

Energy-efficient LED
Simple, intuitive control
Light pivots 180° up, down and side-to-side Bulb hood provides additional control of light flood direction
Compatible with all Russ Bassett Array consoles
Certified to meet FCC CFR Title 47 Part 15 Class B

SPECIFICATIONS

Power	150mA @ 12 Volts 38
Light Output	lumens
Color Temperature	4000K
Color Rendering Index	85CRI
LED Life Span	60,000 hours
Gooseneck Finish	Silicone rubber wrapped
Gooseneck Length	24"

OPERATOR COMFORT & FOCUS

LED Task Light



russbassett

SLATWALL MOUNTED L.E.D. TASK LIGHT

Give each operator control of the lighting in their immediate work environment. The slatwall mounted LED task light allows each user to control the light level at their workstation for optimal comfort, reducing eye strain and fatigue.



Adjustment & Control

- With 28" of reach, the slatwall mounted LED Task Light provides ample coverage of the operator's worksurface.
- The single-point, soft-touch power/dimmer control is located within convenient reach at the top of the task light.



Light Settings

- Three light settings allows the user to adjust lighting for optimal comfort in full-light environments and in lower-light applications.

FEATURES

Dimmable LED Light with three dimmer settings
Double extension counterbalanced arm
Slatwall mounted to save valuable workspace
Light head pivots 90° vertically and horizontally
Folds out of the way when not in use
Refractive lens creates an even, clear light pool

SPECIFICATIONS

Color Temperature	3800K
LED Life Span	50,000 hours
Electrical Input Power	High - 11 Watts
	Medium - 5.8 Watts
	Low - 1.5 Watts
Arm Extension	28" from fully folded

OPERATOR COMFORT & FOCUS

Ambient Lighting



russbassett

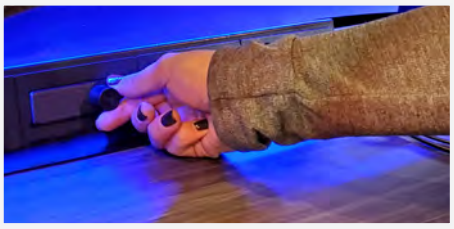
AMBIENT LIGHTING

Ambient lighting relieves eye strain and increases monitor image clarity for operators who spend extended hours in monitor intensive environments.



- Above the surface, ambient lighting softens glare in both bright and dimly lit rooms.
- Below the surface, ambient lighting provides both glare reduction and work light in the foot well, guarding against trip hazards and entanglement.
- A desktop dashboard dimmer, shown right, allows operators to dial in their preferred lighting settings and make adjustments throughout their shift. Dimmer also available to mount on a fixed slatwall return.





SPECIFICATIONS

Energy-efficient blue LEDs.
Light position shields operator's eyes from glare.
Soldered leads are protected with heat-shrink wrap for durability and lasting performance.

Lengths are specified to fit the console width.
Above-surface and foot-well lighting ordered separately.
Plug-and-play 12 volt power supply ordered separately.
Optional dimmer switch also available.

AGENCY PRIDE & RECOGNITION

Edge Lit Glazing



russbassett

EDGE LIT GLAZING

Up-lit etched glazing on privacy glass provides agency recognition for visitors and reinforces your agency's mission. Declare your team's pride with your agency's name, motto or emblem on blue-lit glazed glass.





Edge-Lit Glazing Glass Panel Logo Kit

- Glass partition
- Art prep and etching
- Blue LED light strip
- Power supply
- Installation



SPECIFICATIONS

Edge Lit Glazing available on privacy glass partitions.

Glass with lighting length is specified to fit the console.

Blue LED lights nest below the glass partitions.

Custom glazing pattern created from your agency's badge, logo or motto.

110/12V power included.

Installation included.

BEXAR METRO
9-1-1 Network

September 25, 2017

Matt Gawin, Sales Executive
Russ Bassett Corporation
8189 Byron Road
Whittier, CA 90606

RE: Russ Bassett PSAP Consoles

Dear Matt:

On behalf of the Bexar Metro 9-1-1 Network, I would like to thank you and the Russ Bassett Corporation for your outstanding service during the selection, design, procurement, and installation of the 104 PSAP consoles at the District's new Quarry Run Regional Operations Center in San Antonio, Texas. All Telecommunicators and Dispatchers are very pleased with their new work environment and appreciate the "extras" that are included.

We especially appreciate how your team worked with the Bexar Metro Architect, General Contractor, Electrical Contractor, and our Operations and Facility Staff to finalize the design, construction, delivery, and installation of the consoles. It was truly a cooperative team effort to accomplish this successful endeavor.

I would like to personally thank Peter, Van, and you for your attention and responsiveness to our needs and desires.

If you would like to bring potential customers to the Bexar Metro Quarry Run facility to see the installed consoles, we would be happy to work with you to facilitate the visit.

Again, thanks for your outstanding service.

Sincerely,

Mike Pedigo
Chief Administrative Officer

911 Saddletree Court • San Antonio, Texas 78231-1523 Phone: (210) 408-3911 • Fax: (210) 408-3912

COLORADO SPRINGS
OLYMPIC CITY USA

POLICE DEPARTMENT

February 1, 2021

Matt Gawin
Russ Basset Corporation
8789 Byron Rd
Whittier, CA 90606

Dear Matt,

Now that our project is essentially complete, I would like to personally say thank you for the outstanding service provided by you and your team at Russ Bassett. I'm sure we weren't your only clients at the time, but you made us feel as if we were. Your organizational skills kept everyone continually informed and held everyone accountable to the timeline. I'm still amazed we stayed completely on schedule once the plan was set.

I also appreciate the patience you showed as we navigated through our own funding issues created by the COVID-19 pandemic and then accommodated our mad rush to complete the install before the end of the year. This required a large amount of coordination with several other vendors and two different IT teams working on the project, yet it all ran smoothly.

I couldn't be more pleased with the overall results. The new center turned out beautiful and the employees were so happy to move back in right before Christmas. We now have a professional, functional, state of the art facility that will serve us for many years to come!

Sincerely,

Renee Henshaw

Renee Henshaw
Public Safety Communications Manager
Colorado Springs Public Safety Communications

Mesa Police Department
PO Box 1466
Mesa, Arizona 85211-1466

mesaaz.gov

June 13th, 2022

Peter Fink - Executive Vice President
Russ Bassett Corporation
8189 Bryon Road
Whittier, CA 90606

RE: Russ Bassett RTCC Floor Design and Consoles

Dear Mr. Fink,

On behalf of the Mesa Police Department, I want to thank Russ Bassett who has been instrumental in the console layout and build out of our new Real Time Crime Center. This new Real Time Crime Center (RTCC) was furnished, and the layout was designed by Russ Bassett. It is a state-of-the-art operations center that serves as the Department's information hub, supporting public safety efforts to prevent and reduce crime, provide effective and efficient police service to the community, and enhance citizen and officer safety within our community. The benefits of the RTCC include real time information sharing, quick identification and apprehension of criminals, crime prevention/crime reduction, and overall increased public safety.

Over the past several years, Matt Gawin and the entire Russ Bassett team provided significant input, renderings and assistance in the overall design and development related to the Real Time Crime Center. As our project evolved from several different locations, your team was always willing to make adjustments to the space and layout designs. They were excellent to work with as we also navigated through the COVID-19 pandemic. Their production and installation timelines were completed on time, providing the Real Time Crime Center staff with exceptional public safety consoles of the highest quality.

Russ Bassett has performed superbly on our project and has been a joy to work with. They brought knowledge, experience, integrity, and a proven record of accomplishment to our project. Their assistance assured we achieved our goals related to the project from both a budget and user functionality perspective. They contributed significantly to creating a state-of-the-art Real Time Crime Center for the City of Mesa that will support the police department and citizens for years to come.

I cannot thank them enough for all their help and support during our project. I highly recommend them for any future design and development related to Real Time Crime Centers. The police department can be contacted for any questions or to schedule a visit to view our Real Time Crime Center.

Sincerely,

Ken Cost

Ken Cost
Police Chief
Mesa Police Department

City of Peoria

POLICE DEPARTMENT

8351 West Cinnabar Avenue
Peoria, Arizona 85345
T 623.773.8311

September 9, 2020

Matt Gawin, Sales Executive
Russ Bassett Corp.
8189 Byron Road
Whittier, CA 90606

Re: Russ Bassett PSAP Console/Center Modernization

Dear Matt:

I am very pleased to recommend Russ Bassett Corporation for all communication center console needs. The Peoria Police Department was extremely fortunate to be able to go through a console replacement and center modernization in early 2020. Through Russ Bassett's selection process, project management and design, we were able to purchase 14 new consoles. Since the decision was made to do a complete center modernization, we knew that we had to come up with a plan where we had zero downtime and Russ Bassett exceeded our expectations.

The consoles are ergonomic and outfitted with the latest technology to include backlit lighting, climate controls, adjustable monitor array and personal gadget plug-in capabilities. The personalized lit etched glass was the ultimate touch. I truly believe the new consoles have boosted morale and provided our employees a much better working environment.

I would like to personally thank you and Van for all your attention to detail, patience and responsiveness to all of our needs as we conducted this install in two phases. The work and service received was effective, efficient and extremely timely.

Without hesitation, I would highly recommend Russ Bassett and their team, not only for their products but also for their customer service. The Peoria Police Department would welcome potential customers to view our center and we would be more than happy to facilitate the visit.

Sincerely,

Brittany Brunet

Brittany Brunet, Communications Manager
Peoria Police Department

SOUTH SOUND 911
YOUR CONNECTION TO POLICE, FIRE AND MEDICAL AID

February 11, 2022

Peter Fink-Executive Vice President
Russ Bassett Corporation
8189 Bryon Road
Whittier, CA 90606

RE: Russ Bassett PSAP Floor Design and Consoles

Dear Mr. Fink,

On behalf of South Sound 911 Communications Center, I want to recognize Russ Bassett who has been of primary support for the development and build out of our Communication Floor and furniture for our new Public Safety Communications Center. This $59 million dollar critical infrastructure project houses and provides for emergency and public safety communications for both police and fire operations for Pierce County, Washington.

Matt Gawin and the entire Russ Bassett staff provided significant input and assistance in the overall design and development related to the Communication Center floor. In addition, their production and installation schedules were completed as established, providing us with exceptional furniture of the highest quality. This along with the completed on site work by their staff, made this Communications Center floor a showpiece of the new facility.

Russ Bassett has performed superbly on our project and has been a joy to work with. They brought knowledge, experience, integrity and a proven record of accomplishment to our project. Their assistance assured we achieved our goals related to the project from both a budget and functionality perspective. They contributed significantly to creating a state of the art PSAP that will support the citizens and public safety community for years to come.

It has been a pleasure to work with Matt and the Russ Bassett team, their participation has contributed to our projects amazing outcome. I cannot thank them enough for all their help and support during our project. I highly recommend them for any future design and development related to Communications Centers or Public Safety Buildings.

Sincerely,

Mark Mears
Deputy Director of Operations
South Sound 911

PRODUCT PROTECTION

10 YEAR EVERYTHING WARRANTY



russbassett

russbassett

There is ZERO fine print. This page is our complete warranty statement.

10 YEAR EVERYTHING WARRANTY

Simple, Honest, Robust.

Russ Bassett warrants, to the original Buyer, that all products will be free from defects in material and workmanship for 10 full years.

- ***What's covered?***
  Everything.
- ***What's included?***
  Parts, Shipping and Labor.

MISSION CRITICAL SERVICE AND SUPPORT

In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the Buyer and Russ Bassett.

Prompt execution of this warranty requires cooperation. With guidance from Russ Bassett, Buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to Buyer. If the problem requires on-site assistance, Russ Bassett will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or Buyer imposes conditions or restrictions that increases the service cost, Buyer agrees to reimburse Russ Bassett for any resulting additional expense. Buyer also agrees to properly dispose of the old parts and packing material.

The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is Buyer's exclusive remedy for all product defects covered under this non-transferable warranty. Russ Bassett makes no other express or implied warranties to any product except as stated above and makes no warranty of Russ Bassett product fitness except for use as standard console furniture.

COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE: ☐ **BIDS** ☒ **PROPOSALS**

INVITATION NO.: **EC07-20** ISSUE DATE: **February 6, 2020**

CATEGORY: **911 Equipment & Emergency Notification Software and Services**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 8,000 member local governments, districts, agencies in 49 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	December 4, 2019
PRE-BID/PROPOSAL CONFERENCE:	January 16, 2020 @ 9:00 a.m. CT; Conference Room B 2nd floor
FINAL SPECIFICATION / INVITATION:	February 6, 2020
BID/PROPOSAL RESPONSES DUE:	March 10, 2020 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	March 10, 2020 @ 2:00 p.m. CT; Conference Room C 2nd floor
RECOMMENDATIONS TO BOARD:	May 19, 2020
CONTRACT START DATE & TERM:	July 01, 2020 through June 30, 2022
The documents comprising this Invitation are available via web download at: **https://www.hgacbuy.org/bids/**	
For assistance regarding this Invitation, please contact: Name: **Beverly Levy** Phone: **832-681-2592** E-mail: **Beverly.Levy@h-gac.com**	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **HGACBuy** *FORMS* (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:
You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

H-GAC Cooperative Purchasing

Sealed Bid/Proposal No. **EC07-20**

DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because HGACBuy is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country… the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.

SECTION A

GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION NO. EC07-20
DESCRIPTION: 911 Equipment & Emergency Notification Software and Services

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC)** is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End User**s). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC.**

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or **Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = **A**merican **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers
CFR = U.S. **C**ode of **F**ederal **R**egulations
DOJ = U.S. **D**epartment **O**f **J**ustice
DOT = U.S. **D**epartment **O**f **T**ransportation
EPA = U.S. **E**nvironmental **P**rotection **A**gency
FAA = **F**ederal **A**viation **A**dministration
FMVSS = U.S. **F**ederal **M**otor **V**ehicle **S**afety **S**tandards
H-GAC = **H**ouston-**G**alveston **A**rea **C**ouncil of Governments
IEEE = **I**nstitute of **E**lectrical and **E**lectronics **E**ngineers
MVD = **M**otor **V**ehicle **D**ivision of Texas Department of Transportation
NFPA = **N**ational **F**ire **P**rotection **A**ssociation
NHTSA = **N**ational **H**ighway **T**raffic **S**afety **A**dministration
NIOSH = **N**ational **I**nstitute **F**or **O**ccupational **S**afety And **H**ealth
NIST = **N**ational **I**nstitute of **S**tandards and **T**echnology
NTEA = **N**ational **T**ruck **E**quipment **A**ssociation
OSHA = U.S. **O**ccupational **S**afety and **H**ealth **A**dministration
RRC = **R**ail**r**oad **C**ommission of Texas
SAE = **S**ociety of **A**utomotive **E**ngineers
TBPC = **T**exas **B**uilding and **P**rocurement **C**ommission (formerly GSC)
TxDOT = **T**exas **D**epartment **O**f **T**ransportation
UL = **U**nderwriter's **L**aboratories Inc.
VTCS = **V**ernon's **T**exas **C**ivil **S**tatutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to

thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain**.

e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements**,** or **Offeror's/Contractor's** obligations or entitlements.

f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.

g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.

h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.

j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.

k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC**'s sole discretion.

m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.

n. **H-GAC** reserves the right to:

- Reject any and all offers received in response to this Invitation.
- Reject any part of an offer received in response to this Invitation.
- Determine the correct price and/or terminology in the event of any discrepancies in any response.
- Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
- Accept responses and award contracts to as many or as few **Offeror**s as **H-GAC** may select.
- Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
- Hold discussions with **Offeror**s, although award may be made without discussion.
- Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
- Exercise any of these rights at any time without liability to any **Offeror**.

o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC**'s insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor**'s possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.

c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offeror**s that may be competing for this procurement.

No Financial Interest or Other Conflict

a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offeror**s to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local

governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor**'s responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End User**s prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.

c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.

b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.

b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.

b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.

c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.

d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.

e. Complete warranty information will be supplied to **End User** with each Product sold.

a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.

f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.

g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.

h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be “F.O.B. Destination – Freight Collect”.

b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the **End User**.

c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.

d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User**'s requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.

f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be

considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

c. All required **H-GAC** *FORMS* and documents shall be properly completed, without exception or **Offeror**'s Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC** *FORM* in any way. **Offeror** may photocopy or print blank *FORMS* as needed. Information submitted on the printed copies of the *FORMS* may not be handwritten except for signatures and initials. It is **Offeror**'s responsibility to insure that printed *FORMS* are clear and legible. Handwritten and illegible entries may be rejected. **Offeror**'s printed, stamped or typed name shall appear on every *FORM* submitted in the Response.

d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC** *FORMS*. **Offeror** is strongly advised to make and work with copies of the original electronic *FORMS*. The originals can then be used to make additional electronic or printed copies of the blank *FORMS*. Signatures are not required on the electronic *FORMS*.

e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.

- **Form W-9 – Request for Taxpayer Identification Number and Certification**: Should be completed by each party to the response.
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response.
- **Form 1295 – Certificate of Interested Parties** – Must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed and provided from each entity that has submitted a Form A for this submission.
- **House Bill HB 89 Verification Form** – completed and signed and provided from each entity that has submitted a Form A for this submission.
- **References,** formatted as described elsewhere herein.
- **Service Organization Document**, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)

n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.

b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.

c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.

d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC** *FORMS* is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror**'s information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror**'s response is inconsistent with the information supplied by **Offeror** on the **H-GAC** *FORMS*. In all cases, information on **H-GAC**'s printed *FORMS* supplied as part of **Offeror**'s response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

a. **H-GAC** may reject a response if:
   - **Offeror** misstates or conceals any material fact in the Response, or if,
   - **Offeror** does not strictly conform to law or the requirements of this Invitation.

b. **H-GAC** may reject any and all responses, and may reject any part of a response.

c. **H-GAC, at it's sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

d. **The following occurrences require disqualification of the bid/proposals:**
   - Unsigned or unauthorized signatures on bids/proposals;
   - Bids received after the date and time for opening
   - Bids where prices are conditional on award of another bid or are subject to unlimited escalation

e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC.**

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC**'s sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within forty-five (45) calendar days after presentation by **H-GAC**. If a contract is not executed within forty-five (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

1st The contract document signed by **H-GAC** and **Offeror**.
2nd This Invitation and all specifications referenced herein.
3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.

b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor**'s **H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User**'s purchase document and **H-GAC**'s Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor**, **EXCEPT in the case of motor vehicles**. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor**'s **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.

i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However, the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at it's sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.

b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End User**s and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End User**s, and to efficiently, effectively and accurately service all requirements of the contract.

d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.

e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.

f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable
- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as

possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

50. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Chief Operations Officer (COO) of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.

2. Appropriate identification of the procurement being questioned.

3. A precise statement of reasons for the protest.

4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

51. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End User**s in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A General Terms And Conditions

SECTION-B

PRODUCT SPECIFIC REQUIREMENTS
For
9-1-1 Equipment & Emergency Notification Software and Services

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1. COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror agrees to the following:

- Corporate/Sales Commitment
  A commitment that HGACBuy has the support of senior management and that HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

- Hub Participation
  It is H-GAC's goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. If Offeror(s) intends to employ subcontractors in providing services/products related to this solicitation, Offeror(s) shall make and demonstrate a good faith effort to include HUB participation under a contract. Offeror(s) good faith effort shall include, but is not limited to the following affirmative steps (Ref. 2CFR 200.321 as a guide):

  1. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  2. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  3. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

4. Using the services and assistance, as appropriate, of such organizations as the Small Business
Administration and the Minority Business Development Agency of the Department of Commerce.

NOTE: The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

2. BACKGROUND & PURPOSE

This is an invitation to submit competitive proposals for a variety of 911 equipment and services, to be made available for sale to Members of HGAC's Cooperative Purchasing Program. This invitation will seek to establish "blanket" type contract(s), from which our Members may voluntarily purchase goods and services. HGAC's Cooperative Purchasing program is available to governments and qualified non-profit entities throughout Texas and in most other states.

3. SCOPE OF OFFERINGS

HGAC's expectation is to receive proposals and to subsequently to establish contracts for a comprehensive range of 911 equipment, software and services, to offer to HGAC local government program members. In that regard, Proposer is expected to provide a thorough, complete, priced offering of all available 911 related products and/or services. HGAC will evaluate each proposal relative to the other offerings, and with respect to the depth and breadth of technology types and brands, pricing, vendor experience, et cetera. HGAC is prepared, where the technologies available, and it is deemed in the best interest of our Members, to award multiple vendors, covering different disciplines, proprietary technologies, and packages. HGAC will seek to minimize duplication of awarded technologies and brands, but our goal is to contract for a variety of technologies and solutions, affording our members a broad choice in their 911/PSAP needs. It is the responsibility of Proposer to present a detailed offering, highlighting the strengths and any unique attributes that Proposer and its products bring to HGAC and our member agencies. Proposer's proposal shall cover one or more of the following categories.

The H-GAC product categories covered by this Invitation include:

- **A.** 911 equipment, including fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable.
- **B.** Software: 911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), et cetera.
- **C.** Emergency notification equipment, software, and services (note: ongoing monitoring fees should be priced as annual or multi-annual fees to accommodate HGAC's one time fee accrual process).
- **D.** Furniture, consoles, et cetera
- **E.** Other 911 related equipment, systems and services not otherwise specified

4. STANDARDS

As applicable, at a minimum, all products offered and contracted pursuant to this Invitation must meet all applicable requirements established in the most current edition of NENA Minimum Standards for Emergency Telephone Notification Systems, and NENA Technical Standards: 01-Technical Standards Administration; 02-Technical Data; 03-Technical Network; 04-Technical PSAP; 05-Wireless; 06-Technical ALEC & Private Switch.

5. STRUCTURE OF RESPONSE AND REQUIRED INFORMATION

In addition to the HGAC Form-A, Form-B, Form-C, Form-D, Form-E, Form-F, and Form-H, Proposer shall provide the information described below, **labeled** to correspond with the designated Segment headings below. Format is at Proposer's discretion, unless otherwise stipulated.

Segment-A: Proposer Qualifications

(This should be placed in the "First Section" of proposal (ref. instruction in Section-A, subsection 27))
Proposals shall be considered only from those organizations having resources necessary to provide required products to HGAC members. In that regard, Proposer shall furnish, at a minimum, the information requested below. Any involvement of affiliations and partnerships should also be addressed.

1. Company history, evolution, organization, and staffing (including details on installation capabilities - from in-house staff and/or subcontractors).
2. Sales office locations and geographic areas served.
3. Factory and service center locations.
4. References: at least five government entities which have purchased offered products within the past two years (entity names, plus description and value of products purchased). Proposer may include any letters of endorsement which may be available from the supplied references.

Segment-B: Customer Service Capabilities

(This should be placed in the "First Section" of proposal (ref. instruction in Section-A, subsection 27))
Proposer shall describe each of the following:

1. Capability of addressing HGAC's increasingly nationwide scope, including plans for selling to HGAC Members in Texas, and beyond.
2. Customer training provided, and on what basis (associated pricing should be included in proposal).
3. Warranties, policies, and procedures for handling problems and returns

6. PRICING

As described in **Section-A**, for each purchase order under an awarded contract, **H-GAC will invoice the contractor directly for the 1.5% H-GAC purchase order processing charge** on the total value of each order placed with a contractor through the Program. It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Pricing and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

Proposer shall price and describe the specific products and services offered. The information shall be provided on the HGAC **Form-D**, and if necessary, on supplemental forms of Proposer's choosing. **Proposer shall provide**:

1. A comprehensive list of all products and services being offered for contract, including the specific contract pricing. **Pricing on equipment may be in the form of:** (1) specific HGAC line item pricing list, with a description included of the brand, item, and discount amount off list (i.e. %); and/or, (2) **complete** catalog pricing, whereby entire product catalogs are listed and priced (percentage off list) on Form-D (in which case, Proposer shall include catalog and list price/dealer price books with proposal, electronically). Additionally, quantity discounts and other incentive programs which will be made available should also be addressed.
2. Basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.), such that the basic capabilities and features of the equipment offered can be ascertained.
3. If normally available, provision of extended warranty and maintenance services beyond those provided with purchase of equipment should be addressed and priced.

7. BID FORMAT

Tab A: Proposer Checklist.
Place the completed **Forms A, B, C, W-9, CIQ, House Bill 89 Verification Form, and Form 1295.**

As a "Business Entity", all vendors must:

(1) **Complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- **All vendors must complete Form 1295, even if no interested parties exist.**
- In Section 2, insert "HGACBuy"
- In Section 3, insert HGACBuy RFP No. **EC07-20**.

(2) **Print a copy of the completed form** (make sure that it has a computer-generated certification number in the "Office Use Only" box)

(3) Have an authorized agent of the business entity **sign the form.**

(4) **Submit** the completed, signed, Form 1295, with the certification of filing, by **including the form to your proposal in Tab A – H-GAC Forms of the solicitation.**

HGACBuy must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30'th day after receipt by HGACBuy. After HGACBuy acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving the notice from HGACBuy.

8. INSTALLATION AND SERVICE REQUIREMENTS

1. The cost of installation must be included in the base system cost for all systems proposed, including all equipment, components and software. Basic installation should mean the system is fully operational.

2. Because additional installation needs may arise, the Contractor shall list on their **Form E**,
- **2.1** Hourly Rates for Hardware installation and,
- **2.2** Hourly Rates for Software installation.

3. The total value of each order placed including any additional **installation,** shall be subjected to the 1.5% processing charge.

9. EVALUATION OF PROPOSALS

Evaluation of proposals will be based solely on the judgment and determination of HGAC staff. Proposals will be evaluated in two stages.

The first stage will be a general evaluation of the completeness of the proposal, taking into account all requirements for submission detailed in Section-A, General Terms & Conditions. Proposals deemed to be responsive will then be passed to the second stage.

The second stage of evaluation will involve review of the information supplied in response and a force ranking of responses relative to other proposals. Bids will be evaluated by **H-GAC** staff in compliance with stated requirements. Contracts will be awarded to the **"lowest responsive responsible Bidder(s) providing best value"** for each base line item offered. A minimum threshold score of 70 points will be required before a contract may be offered.

PRICING –An analysis of Bidder's submitted bid price will be conducted for each base line item using **Form D and Form E**.
Bidders with the lowest total price for each line item will receive a maximum score of 75 points.

PAST PERFORMANCE – An evaluation will be conducted of the Bidder's previous contract performance as an HGACBuy contractor based on the performance measured listed below. Maximum score is 25 points.

PERFORMANCE MEASURES
Timely response to request for information and/or requests for pricing quotes (Sec A, 48b)
Accurate preparation of Contract Pricing Worksheet(s) (Sec A, 48e)
Timely delivery of products or services (as quoted at time of order placement) (Sec A, 25c)

Quality of products/services (Sec A, 25d, 44f)
Timely and accurate submission of Contractor's Activity Report (Sec A, 48h)
Timely and accurate payment of applicable order processing charge(s) (Sec A, 44g, 44h)

Evaluation Criteria Scoring Table	Maximum Points
PRICE	75
PERFORMANCE MEASURES	25
TOTAL	**100**

10. CONTRACT AWARDS & NEGOTIATION

One or more contracts may be recommended in each of the broad product categories. Offerings made by a single Proposer in more than one product category will be considered separately. On approval of an award recommendation by the HGAC Board of Directors, a contract will offered to the recommended awardees. At HGAC's discretion, if the parties are unable to come to agreement on the contract, HGAC may withdraw offer.

11.0 MARKETING & SERVICE PLAN (FORM-H)

H-GAC expects proposer to have the capability and willingness to serve any H-GAC Member across the nation, and to promote this contract to the best of its ability. Consistent with this, proposer should acknowledge this, with a description of the resources that will most likely be employed in serving and in promoting this contract, on the enclosed Form-H.

---------- End of Section B ----------

SECTION C - H-GAC FORMS

(Rev 03/21/2017)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: EC07-20

Title: 911 Equipment & Emergency Notification Software and Services

This Section contains the following **H-GAC** *FORMS*.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Form F:	Summary of Services
Form H:	Marketing Plan
Form W-9:	Request for Taxpayer Identification Number and Certification
Form CIQ:	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
Form HB 89	HB Verification Form

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: EC07-20

Invitation Title: 911 Equipment & Emergency Notification Software and Services

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer** ☐ **Dealer/Distributor** ☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead** ☐ **Multiple Offerors Acting Jointly**

Contract Signatory(2): _____ **Title:** _____

Mailing Address(3): _____

Street/PO Box City State & Zip

Physical Address: _____

Street City State & Zip

Phone: _____ **Fax:** _____

Email Address: _____

Federal Tax ID No.: _____ **Web Page URL:** _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____ **Title:** _____

Mailing Address: _____

Street/PO Box City State & Zip

Physical Address: _____

Street City State & Zip

Toll Free Phone: _____ **Fax:** _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES **Solicitation No.: EC07-20**

Title: 911 Equipment & Emergency Notification Software and Services

Offeror:

HUB Status Of Offeror
☐ Offeror is a HUB, as detailed below. ☑ Offeror is not a HUB.
Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other
***Certifying/Listing Authority(s):

*** Note**: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities.

Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as "percentage of total dollars spent directed to HUBs", "number of HUB contractors used", "HUB subcontractors employed by primary contractors", etc. These requirements are generally formalized in goal oriented programs.

Offeror agrees to work with and assist HGACBuy members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Accepted and Agreed By (Name):	
Title:	Date:

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this solicitation. Include the following information for each subcontractor:

a. Company Name
b. Address
c. Phone number
d. Applicable HUB designation/certification (DBE, MBE, etc.)
e. Type of work subcontractor has been certified to perform as a HUB. Firm must be certified in a North American Industry Classification System (NAISC) code applicable to the kind of work the firm would perform on the contract.

☐ Subcontractor List attached. ☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST | **Invitation No.: EC07-20**

Title: 911 Equipment & Emergency Notification Software and Services

Offeror:

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-responsive.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:		**Init.**
1	An "**Original**" hard copy of the **COMPLETE** submission, including all required **H-GAC FORMS** plus one "**Copy**", each in a separate **hard-sided** 3-ring binder.	
2	A copy of the **COMPLETE** submission, including all required **H-GAC FORMS** in **electronic format** (CD, DVD, flash drive). **All Forms must be submitted in the original Excel / PDF format.**	
3	**Offerors pricing** included in the **"Original, Copy and Electronic Copy."** Pricing provided in **Electronic Copy must be submitted in Excel Format (Form D).**	
4	An original signed **Form A** from all entities who are party to this submission and who should be offered a contract if this submission is successful. Completed **unsigned copy** of **Form A** must also be included in **Electronic Copy**.	
5	HUB summary document explaining how **Offeror** will assist **HGACBuy Members** meet any mandated HUB goals.	
6	Copy of **End User**/Service Agreement (if applicable) you propose to execute with an **End User** pursuant to and **H-GAC** contract.	
7	The required list of **References**.	
9	A complete description of Offerors **"Service Organization"**, detailing geographic locations, business hours, personnel and service availability.	
10	A complete **W-9 -** Request for Taxpayer Identification Number and Certification Form.	
11	**Form CIQ**, completed and signed.	
12	**Form 1295**, completed, signed and notorized. The Form and instructions for its use can be found at: **https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm** .	

FORM D - OFFERED ITEMS PRICING **Invitation No.** **EC07-20**

INSTRUCTIONS: Fill in unshaded areas. Complete one line for each product code. Add lines as needed. Shaded columns for H-GAC use only.

Offeror Name:										
Contract	**Manufacturer**	**Vendor**	**Product Code**	**Description**	**Price**	**Discount Percentage**	**Unit of Measure**	**Restrictions**	**Keywords**	**Catalog Link**
EC07-20										
EC07-20										
EC07-20										
EC07-20										
EC07-20										
EC07-20										
EC07-20										
EC07-20										
EC07-20										
EC07-20										

FORM E - PUBLISHED OPTIONS	Procurement No	EC07-20
Offeror Name:		
Notes: **(Important)**	1) Use a single **Form E** for ALL Option/Accessory items and quote each on a single, separate 3) Completely describe each item. Include the manufacturer's code or part number. Each item 4) Options which replace standard equipment on a **Form D** Item should be priced net of any 5) Options which are upgrades/downgrades of a **Form D** Item should be priced at the	

Code or Part No.	Option Description	Offered Price

FORM F - Summary of Services	**Invitation No.**	**EC07-20**
TITLE: 9-1-1 Equipment & Emergency Notification Software and Services		
OFFEROR:		

A completed copy of this form **must be provided with Submission**. On the table below, **Offeror** shall list the types of products/services/solutions being offered. Offeror shall also provide a short summary detailing the types of products/services/solutions being offered. Offeror may **NOTE: This language will be posted on our website for your products/services/solutions offerings if awarded a contract.**

Types of Services/Solutions/Products Offered		**Detail Summary (Quick summary of your offerings for this proposal)**
A: 911 equipment, including fixed/portable PSAP workstation/terminal equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, recorders,fiber optic cables, et cetera		
B: Software: 911 records management, Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, Automatic Number/Location ID (ANI/ALI), et cetera		
C: Emergency notification equipment and software (outbound public safety notifications solutions)		
D: Furniture, consoles, et cetera		
E: Other 911 related equipment, systems and services not otherwise specified		

FORM H - MARKETING PLAN	**Invitation No.: EC07-20**
Offeror Name:	
Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and	

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor**'s Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

SAMPLE

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

SAMPLE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

SAMPLE

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

SAMPLE

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and _____., hereinafter referred to as the Contractor, having its principal place of business at _____.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

SAMPLE

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins _____ and ends _____. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

SAMPLE

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

SAMPLE

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

SAMPLE

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

SAMPLE

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

SAMPLE

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

_____

Signature

Name

Title

Date

H-GAC

Signature

Name Chuck Wemple

Title Executive Director

Date

SAMPLE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, notarized, and attached to proposal in the response - Section TAB A)

H-GAC is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits H-GAC from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to H-GAC at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

(1) ***"Business Entity"*** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE § 2252.908(1).

(2) ***"Interested Party"*** means a person:
   a) who has a controlling interest in a business entity with whom H-GAC contracts; or
   b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV'T CODE § 2252.908(3).

(3) ***"Controlling interest"*** means:
   a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
   b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
   c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).

(4) ***"Intermediary"*** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
   a) receives compensation from the business entity for the person's participation;
   b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
   c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a "business entity," all vendors must:

(1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
   - **All vendors must complete Form 1295, even if no interested parties exist**
   - In Section 2, insert "Houston-Galveston Area Council"
   - In Section 3, insert the H-GAC RFP # for this proposal

(2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the "Office Use Only" box)

(3) have an authorized agent of the business entity **sign the form**

(4) **notarize the form**

(5) **submit** the completed, signed, notarized Form 1295, with the certification of filing, by **attaching the form to your proposal in Section TAB A**

H-GAC must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt by H-GAC. After H-GAC acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from H-GAC.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

Must file online at www.ethics.state.tx.us/file

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

_____

Company Name

_____

Signature of Authorized Official

_____

Title of Authorized Official Date

CONTRACTOR CONTACT INFORMATION

ATTENTION Houston-Galveston Area Council (H-GAC) Contractor: The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below. During the term of this contract, notify H-GAC in writing of any changes to this information by emailing updates to: *cpcontractfax@h-gac.com*

Section I

CONTRACTOR: _____	**CONTRACT #:** _____
Purchase Order:	**Invoice:**
Contact Name: _____	Contact Name: _____
Address: _____	Address: _____
City *State* *Zip Code*	*City* *State* *Zip Code*
Telephone No.: _____	Telephone No.# _____
Fax No. _____	Fax No.# _____
Email Address: _____	Email Address: _____

Section II

CONTRACT INFORMATION:

Indicate the person (s) authorized to: sign contracts, request contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.

1.Printed Name of Signatory:	2.Printed Name of Signatory:
Corporate Title: _____	Corporate Title: _____
Tel. No.: _____	Tel. No.: _____
Fax No.: _____	Fax No.: _____
Email: _____	Email: _____

Section III

SALES CONTACT (Person who end users will contact for product information and pricing quotes)

Contact Name: _____ Title: _____

Address: _____

Street City State Zip

Telephone No.: _____ Fax No.: _____

Mobile No.: (optional) _____ Email: _____

DocuSign Envelope ID: ECEBC1D6-FD4C-4C0D-AEDE-E849EF061100

AMENDMENT No. 1 to CONTRACT No. EC07-20
For
911 Equipment & Emergency Notification Software and Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Russ Bassett Corp.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 4/28/2022

Signed for: **Russ Bassett Corp.**

DocuSigned by:
Peter Fink
B23D8576A2664F5...

Printed Name & Title: Peter Fink Executive Vice President

Date: 4/27/2022

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristine Pavlik, Housing and Grants Administrator
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval of Agreement: Approve an Agreement with Flagstaff Shelter Services in the amount of $100,000.00 distributed from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

STAFF RECOMMENDED ACTION:

1. Approve an Agreement with Flagstaff Shelter Services for the Hotel to Housing Program utilizing $100,000.00 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff seeks approval of an Agreement between the City of Flagstaff and Flagstaff Shelter Services, utilizing a portion of the City's American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds (Local Recovery Funds) to respond to the COVID-19 public health emergency and its negative economic impacts. Local Recovery Funds in the amount of $100,000.00 will be used to provide crisis stabilization, emergency shelter, housing case management, and financial support for long-term housing security for individuals experiencing homelessness.

Financial Impact:

On October 12, 2021, City Council provided direction on the use of Local Recovery Funds. City Council allocated $1,900,000.00 (024-09-402-6321-1-4290) to housing assistance within the Negative Economic Impacts funding category.

On November 7, 2022, the City of Flagstaff released a Notice of Funding Available ("NOFA") for Housing Assistance Projects that address community needs identified as a result of the COVID-19 pandemic in order to improve community resilience, address disparities of disproportionately impacted communities and create and preserve stable, affordable housing and prevent eviction. The City received eight (8) eligible applications by the December 19, 2023 deadline.

Housing staff conducted a risk assessment of all eight (8) applying agencies and their proposed Projects. Additionally, a Ranking Committee comprised of three (3) community representatives and three (3) City Staff met to review the proposals and rank them by consensus. Rankings primarily serve as a risk and benefit assessment and are the guiding input for Staff recommendations of ARPA Local Recovery Funds allocations. Staff presented the recommended allocations to the Housing Commission at the March meeting and the Housing Commission voted unanimously to forward them to Council with a

recommendation for approval.

With $1,900,000 in ARPA Local Recovery Funds available for Housing Assistance, Staff recommended fully funding the Flagstaff Shelter Services Hotel to Housing Program.

Policy Impact:

The City of Flagstaff 10-Year Housing Plan provides policy initiatives and strategies that the City will implement to address the City's Housing Emergency including reducing homelessness. The funding will provide 100 unique individuals experiencing homelessness with shelter and housing services.

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

Priority Based Budget Key Community Priorities and Objectives

- **Safe & Healthy Community**
  - Support social services, community partners & housing opportunities
  - Provide alternative responses, resources & programs, inclusive of mental health & other services

- **Inclusive & Engaged Community**
  - Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
  - Advance social equity & social justice in Flagstaff by supporting social services
  - Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices
  - Enhance community involvement, education & regional partnerships to strengthen the level of public trust
  - Ensure city facilities, services, & programs are accessible for all residents & representative of Flagstaff's diverse community

- **Sustainable, Innovative Infrastructure**
  - Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not

- **Robust Resilient Economy**
  - Support & strengthen a more robust, diverse, & sustainable economy in ways that reflect community values & provides for affordable housing opportunities
  - Enhance understanding between the development community, the City & Flagstaff residents
  - Enhance the community's workforce development programs & improve partnerships with higher education institutions & the private & public sectors

- **Livable Community**
  - Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages
  - Actively support attainable & affordable housing through City projects & opportunities with developers

- **Environmental Stewardship**
  - Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities

Regional Plan

- **Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.**
  - Policy NH.1.1. Preserve and enhance existing neighborhoods.

- **Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunities for all economic sectors.**
    - Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
    - Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms

- **Goal NH.4. All housing is safe and sanitary.**
    - Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons. Policy NH.4.2. Reduce substandard housing units by conserving and rehabilitating existing housing stock to minimize impacts on existing residents.
    - Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.
    - Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.
    - Policy NH.4.5. Renovate the existing housing stock to conserve energy and reduce utility and maintenance costs for owners and occupants.
    - Policy NH.4.6. Consider and integrate public transportation, when possible, in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.
    - Policy NH.4.7. Enforce compliance with fair housing laws.

- **Goal NH.5. Eliminate homelessness.**
    - Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
    - Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
    - Policy NH.5.3. Support and expand programs that prevent homelessness.
    - Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness

Carbon Neutrality Plan

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

- **Equitable systems**
    - ES-2: Proactively engage community members on an ongoing basis
    - ES-4: Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

10 Year Housing Plan

- **Connect people to equitable housing solutions.**
    - Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
        - Connect 1.3 Continue to support and develop Coordinated Entry as a meaningful process that provides linkages to healthcare, behavioral health, and housing
    - Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.
        - Connect 2.1 Evaluate housing policies and strategies in City of Flagstaff planning

documents through an equity lens.
        - Connect 2.2 Encourage community organizations such as local Continuum of Care to continue to integrate equity into programs and policies.
    - Connect 3: Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.
        - Connect 3.3 Work in partnership with the community to develop and promote community health measurement data collection into housing services when viable
        - Connect 3.2 Encourage neighborhoods, housing types and building practices that increase health.
        - Connect 3.1 Raise awareness of housing security as a social determinate of health

- **Preserve affordable housing**
    - Preserve 1: Encourage the adaptive reuse of buildings.
        - Preserve 2.2 Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.

- **Protect people from housing discrimination and remove housing barriers.**
    - Protect 1: Continue Flagstaff's commitment to further Federal and Arizona Fair Housing laws in all housing-related services and programs, valuing the efforts of those who seek to reduce barriers to equitable housing opportunities, and providing Fair Housing education and resources to the community.

Has There Been Previous Council Decision on This:

On October 12, 2021, City Council provided direction on the use of Local Recovery Funds. City Council allocated $1,900,000.00 to housing assistance within the Negative Economic Impacts funding category.

On April 11, 2023, Housing Staff presented to City Council the Ranking Committee recommendations, forwarded by the Housing Commission, for allocation of Local Recovery Funds for Housing Assistance.

Options and Alternatives:

1. Approve an Agreement between the City of Flagstaff and Flagstaff Shelter Services in the amount of $100,000.00 for the Hotel to Housing Program; or
2. Do not approve the Agreement and direct staff to conduct an additional solicitation.

Background/History:

The City is a recipient of certain funds through the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), which authorizes the U.S. Department of the Treasury to make payments from the Coronavirus Local Fiscal Recovery Fund. On October 12, 2021, City Council allocated $1,900,000.00 to Housing Assistance within the Negative Economic Impact funding category.

On November 7, 2022, the City of Flagstaff released a Notice of Funding Available ("NOFA") for Housing Assistance Projects that address community needs identified as a result of the COVID-19 pandemic in order to improve community resilience, address disparities of disproportionately impacted communities and create and preserve stable, affordable housing and prevent eviction. The City received eight (8) eligible applications by the December 19, 2023 deadline.

Housing staff conducted a risk assessment of all eight (8) applying agencies and their proposed Projects. Additionally, a Ranking Committee comprised of three (3) community representatives and three (3) City Staff met to review the proposals and rank them by consensus. Rankings primarily serve as a risk and benefit assessment and are the guiding input for Staff recommendations of ARPA Local Recovery Funds allocations. Staff presented the recommended allocations to the Housing Commission at the March meeting and the Housing Commission voted unanimously to forward them to Council with a

recommendation for approval.

With $1,900,000 in ARPA Local Recovery Funds available for Housing Assistance, Staff recommended fully funding the Flagstaff Shelter Services Hotel to Housing Program.

Key Considerations:

The Flagstaff Shelter Services Hotel to Housing Program will provide crisis stabilization, emergency shelter, housing case management, and financial support for long-term housing security to one hundred unique individuals experiencing homelessness. The Agency will utilize ARPA Local Recovery Fund dollars to support the salaries of the Program Director and multiple Housing Case Managers, and for client financial support such as rental application fees and security deposits.

Community Benefits and Considerations:

Flagstaff Shelter Services provides individuals and families experiencing homelessness with crisis stabilization (via emergency shelter) and the tools needed to achieve housing stability; regardless of faith, mental health, or sobriety. Flagstaff Shelter Services has a long history of responding to identified community needs by successfully developing, implementing, and administering projects that directly address those needs.

The COVID-19 pandemic has disproportionately impacted households experiencing housing instability and has highlighted the fact that housing truly is healthcare. In response, Flagstaff Shelter Services' provides a critical community response by safely sheltering diverse, vulnerable Flagstaff residents, helping them secure affordable, permanent housing, and coordinating high-quality, culturally appropriate medical and behavioral health services. This program represents an important investment in the physical health, mental health, and economic stability of the Flagstaff community as it promotes long-term housing stability and helps disproportionately impacted households recover from the negative health and economic impacts of the COVID-19 pandemic.

Community Involvement:

City Council discussed Local Recovery Funds allocation amounts and categories for funding at the City Council work session on September 7, 2021, and provided direction on use of the Local Recovery Funds on October 12, 2021. These meetings were held in accordance with Open Meeting Law and include a public participation process allowing for public comments. There was an open and competitive application process for Local Recovery Fund for Housing Assistance.

Attachments: Flagstaff Shelter Services Hotel to Housing Contract

United States Department of Treasury

American Rescue Plan Act

- Coronavirus Local Fiscal Recovery Fund -

CITY OF FLAGSTAFF
GRANT ACCT NUMBER
024-09-402-6321-1-4273

FLAGSTAFF SHELTER SERVICES	**HOTEL TO HOUSING**	**CFDA# 21.027**
	PROJECT# CL6321T	**UEI# QFJTWE947KS6**

Mayor
Mayor Becky Daggett

Council
Vice-Mayor Austin Aslan
Councilmember Deborah Harris
Councilmember Lori Matthews
Councilmember Miranda Sweet
Councilmember Khara House
Councilmember Jim McCarthy

City Manager
Greg Clifton

Community Development Director
Dan Folke

Housing Director
Sarah Darr

AGREEMENT BETWEEN THE CITY OF FLAGSTAFF
and
FLAGSTAFF SHELTER SERVICES
for the
HOTEL TO HOUSING PROGRAM

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona (the "City"), and Flagstaff Shelter Services, an Arizona nonprofit corporation with offices at 4185 N Huntington, Flagstaff, AZ 86004 (the "Agency" or "Subrecipient").

RECITALS

A. Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), authorizes the U.S. Department of the Treasury ("Treasury") to make payments to certain recipients from the Coronavirus Local Fiscal Recovery Fund ("Recovery Funds").

B. The City is a recipient of certain Recovery Funds and is authorized to utilize the Recovery Funds in accordance with the rules and regulations promulgated by Treasury. Specifically, the procurement for distribution of the Recovery Funds requiring compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 ("Uniform Guidance").

C. The City desires to utilize a portion of its Recovery Funds to directly respond to the coronavirus pandemic by providing crisis stabilization, emergency shelter, housing case management, and financial support for long-term housing security to one hundred (100) unique individuals experiencing homelessness (the "Project"). The Agency is willing and has the resources to implement the Project.

D. The Project is eligible for expenditure of the Recovery Funds under the Uniform Guidance, "Appendix 1: Expenditure Categories." The procurement of the Project complies with both the Uniform Guidance and Procurement Code provisions.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. AGENCY'S SCOPE OF SERVICES

1.1 Scope of Services. The Agency agrees to be a subrecipient of the Recovery Funds and complete the Project as described in the Scope of Work attached as **Exhibit A** and incorporated by reference into this Agreement. Recovery Funds will be used to support the salaries of the Program Director and multiple Housing Case Managers, and for client financial support such as rental application fees and security deposits. The Agency will provide shelter and housing services to one hundred (100) unique individuals. Expenses incurred from July 1, 2022 to the expiration of this Agreement are eligible for reimbursement.

1.2 Changes in Scope of Services. No change(s) shall be made to the Scope of Services except by written Agreement amendment. To obtain an Agreement amendment, the Agency must submit a revised Scope of Services with a written request for authorization for a Scope of Services amendment. If authorized, an Agreement amendment shall be drafted pursuant to the Procurement Code and must be approved by the City Council, and executed by duly authorized signatories, before the amendment will become effective.

2. AMOUNT AND NATURE OF ASSISTANCE BY CITY

2.1 Agreement Amount. Subject to all of the terms, covenants, and conditions of this Agreement, the City will enter into an Agreement with the Agency for a subaward amount not to exceed **one hundred thousand dollars ($100,000)** for the services described in **Exhibit A** incurred from July 1, 2022, to the expiration of this Agreement. The City shall serve as the fiscal agent for the Recovery Funds. The Agency agrees to be responsible for all sums in excess of this amount necessary to complete the Project. The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Agency shall not use the Recovery Funds received from the City in any other manner except as provided in this Agreement. Wrongful expenditure of the Recovery Funds will constitute a breach of this Agreement and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.

2.2 The City shall. Clearly identify every subaward to the Agency as a subaward and include the following information at the time of the subaward and include any changes in subsequent subaward modifications. When the information is not available, the City must provide the best information available to describe the Federal award and subaward:

2.2.1 Federal Award Identification;

- Subrecipient name (which must match Unique Entity Identifier (UEI));
- Subrecipient's UEI;
- Federal Award Identification Number (FAIN);
- Federal Award Date;
- Subaward Period of Performance Start and End date;
- Amount of Federal Funds Obligated by this action;
- Total Amount of Federal Funds Obligated to the Subrecipient;
- Total Amount of the Federal Award;
- Federal award Project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- CFDA Number and name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at

time of disbursement;

- Identification of whether the award is Research & Development; and
- Indirect cost rate for the Federal award (including if the de minimis rate is charged. All requirements imposed by the pass-through entity on the Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

2.2.2 Any additional requirements that the pass-through entity imposes on the Subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

2.2.3 Any approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient or a de minimis indirect cost rate as defined in the Code of Federal Regulations.

2.2.4 A requirement that that Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. §200.331 and § 200.300, "Statutory and national policy requirements," through 2 C.F.R. § 200.309, "Modifications to Period of performance," and Subpart F, "Audit Requirements"; and

2.2.5 Appropriate terms and conditions concerning closeout of the subaward.

2.3 Payments.

2.3.1 Payment by the City to the Agency for services and other expenses related to the administration of the Project will be provided on a reimbursement basis. Reimbursement may be requested monthly, quarterly, or a one-time/final reimbursement request. Reimbursement will be paid in dollar amounts approved by the City for completed work.

2.3.2 To request reimbursements, the Agency shall submit a Payment Request, attached as **Exhibit B** and incorporated by reference in this Agreement. The Agency must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL and include a copy of the Property Control Form. All reports shall be submitted to the contact persons as described in the Notice Section of this Agreement. The Agency may use funds to reimburse allowable costs of activities for expenses incurred from January 1, 2023, to the expiration of this Agreement. Final payment invoices must be received no later than sixty (60) days after completion of the Scope of Work or

Agreement time-period, whichever comes first. No payments shall be made on invoices received after that date.

2.3 Changes in Budget. Any variance from the Budget must be made through a budget amendment. To obtain a budget amendment, the Agency must submit a new budget to the City with a written request for authorization for a budget amendment. The City Housing Director or her designee is authorized to approve budget amendments as long as the amendment does not increase the total budget of the Project.

2.4 Indirect Costs. If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the Agency's appropriate share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Agency with a letter that certifies completion. The certification is conclusive determination that the Agency has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.

4. ADMINISTRATIVE REQUIREMENTS

4.1 Accounting. The Agency shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 C.F.R part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Agency's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of the Recovery Funds; records which adequately identify the source and application of Recovery Funds provided for financially assisted activities; effective control over and accountability for Recovery Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Agency shall maintain Recovery Funds received under this Agreement in separate ledger accounts and not mix funds with other sources; manage funds according to applicable Federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied (it applies to all sources of funds).

4.2 Procurement. The Agency shall procure all materials, property, or services in accordance with the requirements of the Uniform Guidance and 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327. The Agency’s procurement outreach and documentation shall be governed by the price limits set forth in the Procurement Code , notwithstanding OMB Circular A-110. All procurement undertakings must make an

effort to utilize Minority and Women Owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with Recovery Funds.

4.3 Internal Controls. The City will evaluate the Agency to determine if there is a risk that the Agency will not comply with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 C.F.R. § 200.331(b)(1-4). The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. The Agency's financial policies and lines of authority shall be reviewed during monitoring visits defined in this Agreement.

4.4 Monitoring. The City shall monitor the use of the Recovery Funds, including reviewing the Payment Requests and Performance Reports provided by the Agency. The City shall follow-up and ensure that the Agency takes timely and appropriate action on all deficiencies pertaining to the Federal award detected through audits, on-site reviews, and other means. The City shall issue a management decision for audit findings pertaining to the Recovery Funds provided to the Agency from the City as required by 2 C.F.R. § 200.521, "Management decision." The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this Agreement, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of Recovery Funds and the provisions defined in this Agreement, including by permitting the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. § 200.300, "Statutory and national policy requirements," 2 C.F.R. § 200.309, "Modifications to period of performance," 2 C.F.R. § 200.331, "Subrecipient and contractor determinations," and Subpart F, "Audit Requirements." The monitoring will take the form of at least one site visit of the Agency's place of business and/or construction site and other various requests for information. During the term of this Agreement, the Agency shall be monitored periodically by the City, both programmatically and financially, to ensure that the program's goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed. All on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the Agency and the City.

4.5 Documentation, Record-Keeping and Other Requirements Specific to Expenditure Categories. The Agency shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

4.5.1 All additional reporting requirements specific to expenditure categories as identified by Treasury attached as **Exhibit C** and incorporated by reference in this Agreement.

4.5.2 Records providing a full description of each activity undertaken;

4.5.3 Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;

4.5.4 Records required to determine the eligibility of activities;

4.5.5 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Recovery Funds;

4.5.6 Financial records as required by 2 C.F.R. Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and

4.5.7 Other records necessary to document compliance with 2 C.F.R. Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331.

4.6 Records Retention. The Agency will retain all records pursuant to the City's record retention policy and Federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 C.F.R. § 200.333.

4.7 Client Data. The Agency shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4.8 Disclosure. The Agency understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Agency's responsibilities with respect to services provided under this Agreement, is prohibited by Arizona State law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

4.9 Audits and Inspections. All of the Agency's records with respect to any matters

covered by this Agreement shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to Treasury, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Agency within thirty (30) days after receipt by the Agency. Failure of the Agency to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Agency agrees to have an annual Agency financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance, including, 2 C.F.R. § 200, Subpart F, "Audit requirements." The Agency will conduct an annual audit conducted in accordance with 2 C.F.R. 200, Subpart F, "Audit requirements," if the Agency expends more than seven-hundred fifty thousand dollars ($750,000) from Federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156).

4.10 Monthly Reports to City. During the entire Agreement period, the Agency shall prepare and submit to the City by the second (2nd) Friday of each month a Performance Report, attached as **Exhibit D** and incorporated by reference in this Agreement. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the monthly Performance Report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Agency shall not be required to provide any of the Agency's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans, or any data, results, or other information resulting from the Agency's performance of research or any other activities relating thereto. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Agreement, and adherence to federal, state, and local laws and regulations.

4.11 Close-Out Report. The Agency is responsible for the close out of the Recovery Funds. The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met, and the Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:

4.11.1 The Recovery Funds have been expended and the Scope of Work has been completed;

4.11.2 The Agreement period has expired; or

4.11.3 The Scope of Work has been completed.

4.12 Subrecipient Obligations. The Agency shall perform all obligations required of subrecipients under the rules governing Recovery Funds.

5. ACKNOWLEDGEMENT

The Agency shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff Recovery Funds toward the Project in all instances where the Project is advertised. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as receiving Recovery Funds. In addition, the Agency will include a reference to the support provided herein in all publications made possible with Recovery Funds made available under this Agreement.

6. PROJECT IMPLEMENTATION

The Agency shall have responsibility for day-to-day management and implementation of the Project.

7. UNFORESEEN DELAY IN PERFORMANCE

Neither the Agency nor the City shall be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project in the event of unforeseen delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use shall be extended for the period of the unforeseen delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the unforeseen delay.

8. INSURANCE

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

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

8.1 Minimum Scope and Limits of Insurance. The Agency shall provide coverage at least as broad and with limits of liability not less than those stated below.

8.1.1 Commercial General Liability - Occurrence Form

General Aggregate	$ 2,000,000
Products-Completed Operations Aggregate	$ 1,000,000
Each Occurrence	$ 1,000,000

8.1.2 Umbrella Coverage ..... $ 2,000,000

8.1.3 Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles

Combined Single Limit Per Accident or Bodily Injury and Property Damage	$ 1,000,000

8.1.4 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

8.2 Self-Insured Retentions/Deductibles. Any self-insured retentions and deductibles shall be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. The Agency shall be solely responsible for any self-insured retention amounts. City at its option may require the Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

8.3 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

8.3.1 Commercial General Liability and Automobile Liability Coverages

8.3.1.1 The City of Flagstaff, its officers, officials, agents, employees, and volunteers are to be listed as additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Agency, including the City's general supervision of the Agency; products and completed operations of the Agency; and automobiles owned, leased, hired, or borrowed by the Agency.

8.3.1.2 The Agency's insurance shall contain broad form contractual liability coverage.

8.3.1.3 The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and

volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Agency's insurance and shall not contribute to it.

8.3.1.4 The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.3.1.5 Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

8.3.1.6 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

8.3.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

8.3.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Risk Manager, 211 W. Aspen Avenue, Flagstaff, AZ, 86001, and shall be sent by certified mail, return receipt requested.

8.3.4 Acceptability of Insurers. Insurance shall be placed 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 in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.

8.3.5 Verification of Coverage. The Agency shall furnish the City with Certificates of Insurance as required by this Agreement. 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 Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.

8.3.5.1 Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to

provide evidence of renewal shall be a material breach of Agreement.

8.3.5.2 All Certificates of Insurance required by this Agreement shall be sent directly to: Stacey Brechler-Knaggs, Grants & Contracts Manager, 211 West Aspen Avenue, Flagstaff, Arizona, 86001. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement, at any time.

8.3.6 Sub-agencies. The Agency's Certificates of Insurance shall include all sub-agencies as insureds under its policies, or the Agency shall furnish to the City separate Certificates of Insurance for each sub-agency. All coverages for sub-agencies shall be subject to the minimum requirements identified above.

8.3.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the Flagstaff City Attorney's Office and the Risk Manager, whose decision shall be final. Such action shall not require a formal Agreement Amendment but may be made by administrative action.

9. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

9.1 Delinquent Taxes. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Agency may constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and may constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

9.2 Disclosure of Delinquent Taxes. Before entering into this Agreement, and during the time-period covered by this Agreement, the Agency shall disclose any information related to this Section. This shall also include the immediate reporting of breaches in payback arrangements or breaches in other Agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

10. DEFAULT/REMEDIES

In the event of any default in or breach of this Agreement or any of its terms or conditions by either party, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event, such breach or default shall be remedied within thirty (30) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific

performance by the party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by the Agency, the City, at its sole election and in addition to any other remedy, may immediately withhold payment of funds until such default is cured and may initiate suspension or termination as set forth below.

11. INDEPENDENT AGENCY STATUS

The Agency is an independent entity in the performance of all activities and functions pursuant to this Agreement. The Agency and City are not and shall not be considered as joint ventures, partners, or agents of each other and neither shall have the power to bind or obligate the other. The Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. The Agency hereby agrees not to represent to anyone that the Agency is an agent of the City or has any authority to act on behalf of the City. The Agency shall be responsible for all employment compensation claims for Workers' Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Agreement, and the Agency shall hold the City harmless for any and all such claims.

12. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

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

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REGARDING EMPLOYMENT

13.1 Nondiscrimination. The Agency 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, and/or familial status, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, if the Agency operates within City of Flagstaff limits, the Agency shall comply with the City Code, Chapter 14-02, "Civil Rights," which also prohibits discrimination based on sexual orientation, or gender identity or expression.

13.2 Incorporation of Nondiscrimination Clause into the Agency Activities. The Agency

further agrees that the Section 14.1 clause will be incorporated in all supplier contracts or other agreements entered into in connection with this Agreement.

13.3 Certifications from Subcontractors and Suppliers. The Agency assures that its authorized agent will obtain all supplier and subcontractor certifications contained in the Agreement documents and that those suppliers and contractors will adhere to all affirmative action requirements.

14. COMPLIANCE WITH ALL LAWS

14.1 Federal, State, and Local Laws. The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Agency observes that any of the Agreement documents are in conflict with any laws, statutes, building codes, or regulations, it shall promptly notify the City, in writing, and the parties shall execute any appropriate written modification.

14.2 Liability. Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

14.3 Agency Adherence to Federal Regulations and Laws. The Agency agrees to comply with the following laws related to the receipt of Recovery Funds:

14.3.1 The Agency shall comply with the Grant Provisions for the U.S Department of Treasury, American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, attached as **Exhibit E** and incorporated by reference in this Agreement.

14.3.2 The Agency shall carry out its responsibilities in compliance with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. § 794).

14.3.3 The Agency shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. § 276a-276a-5), as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

14.3.4 The Agency shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive

Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations. (41 C.F.R. chapter 60).

14.3.5 The Agency agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874), as supplemented in Department of Labor regulations (29 C.F.R. part 3).

14.3.6 The Agency agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 C.F.R. part 15).

14.3.7 The Agency agrees to comply with all applicable standards, orders, or regulations issued under Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

14.3.8 The Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

14.3.9 The Agency agrees to comply, as applicable, with 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirement for Federal Awards.

14.4 Suspension or Debarment. Submittal of an offer or execution of a contract shall attest that the Subrecipient or contractor is not currently suspended or debarred to contract in local, state, or federal jurisdictions. If the Subrecipient or any of its contractors become suspended or debarred, the Subrecipient shall immediately notify the City. The City may, by written notice to the Subrecipient, immediately terminate this Agreement if the City determines that the Subrecipient or their contractors have been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

14.5 Contracts and Subawards to Debarred and Suspended Parties. Pursuant to 2 C.F.R. subpart C § 200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.” By entering into this Agreement, Subrecipient agrees to comply with all relevant codes including 2 C.F.R. subpart C, “Responsibilities of Participants Regarding Transactions.” The Agency must verify that any sub-agencies are not excluded or disqualified.

The Agency does this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov.

(b) Collecting a certification from that person.

(c) Adding a clause or condition to the covered transaction with that person.

15. DISPUTES

The laws of the State of Arizona, without regard to any otherwise applicable choice or conflict of law provisions, will govern this Agreement.

16. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the City from the federal government, and that the terms, conditions, and sums payable under this Agreement are subject to any changes or limitations which may be required by the terms of the City's agreement with the federal government.

17. CONSULTATION

The Agency and the City hereby agree to consult one another on a timely basis regarding the applicability of this Agreement to any condition which may impact the execution of this Agreement, and which may arise during the Agreement period.

18. CONTINUING LIABILITY

The Agency shall have continuing liability after the term of this Agreement for any breach of this Agreement, including failure to perform in accordance with required Federal law, rules, and regulations until after all complaints, investigations, and sanctions, including those arising out of audits performed by Treasury, the City, or other authorized agencies are resolved. The Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of the Agency's activities performed pursuant to this Agreement.

19. TERMINATION

19.1 Transactional Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation by the City of Flagstaff under the provisions of A.R.S. § 38-511.

19.2 Termination. In accordance with 2 C.F.R. part 200, subpart D, the City may suspend or terminate this Agreement if the Agency materially fails to comply with any term or condition of this Agreement, or if the Agency fails to maintain a good faith effort to carry out the purpose of this Agreement. If the Agency fails to materially comply with any term of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, City may

take one or more of the following actions, as appropriate in the circumstances:

19.2.1 Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency;

19.2.2 Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

19.2.3 Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program;

19.2.4 Withhold further awards for the program; or

19.2.5 Take other remedies that may be legally available.

19.3 Termination for Convenience. The City or the Agency may terminate this Agreement for convenience in accordance with 2 C.F.R. part 200 and the Procurement Code if both parties agree upon the termination and termination conditions. The party initiating the termination shall notify the other party in writing stating the reasons for such termination. The Agency may unilaterally terminate this Agreement upon written notification to the City setting forth the reasons for such termination, the effective date, and in the case of partial termination the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

20. NOTICE

Notice shall be provided as follows:

City of Flagstaff
Stacey Brechler-Knaggs
Grants & Contracts Manager
211 W. Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2227

Agency
Ross Schaefer
Executive Director
4185 E. Huntington Ave.
Flagstaff, AZ 86004
(928) 225-2533

Copy to:

Kristine Pavlik
Housing and Grants Administrator
2323 N. Walgreens St. Suite 2
Flagstaff, AZ 86004
(928) 213-2749

Sarah Darr
Housing Director
3481 N. Fanning Dr.
Flagstaff, AZ
(928) 213-2745

Such written notices, demands, and communications may be sent to such other addresses as either party may from time to time designate by mail as provided in this Section.

21. LIST OF EXHIBITS

Exhibit A:	Scope of work
Exhibit B:	Payment Request
Exhibit C:	Expenditure Specific Reporting Requirements
Exhibit D:	Performance Report
Exhibit E:	Grant Provisions

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attached Exhibits.

DATED this _____ day of _____, 20___.

City of Flagstaff	**Agency**
Greg Clifton, City Manager	Ross Schaefer, Executive Director
Attest:	Attest:
City Clerk	Corporate Secretary
Approved as to form:	
City Attorney	

EXHIBIT A
SCOPE OF WORK
(Attached)

1. **Hotel to Housing Project Scope of Work**
2. **Hotel to Housing Project Budget**
3. **Hotel to Housing Project Schedule of Completion**

EXHIBIT A
SCOPE OF WORK
SPECIAL CONDITIONS OF THE AGREEMENT

1. PROGRAM ELIGIBILITY CRITERIA

The Flagstaff Shelter Services ("Agency") Hotel to Housing Program ("Project") will allow the Agency to provide crisis stabilization, emergency shelter, housing case management, and financial support for long-term housing security to one hundred (100) unique individuals experiencing homelessness.

1.1 Eligibility for the Project administered by the Agency requires that the client:

1.1.1 Be presently experiencing homelessness, as defined by HUD.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

2. SCOPE OF WORK

The Agency will provide services as set forth in detail in its December 19, 2022, proposal submitted in response to the City of Flagstaff American Rescue Plan Act (ARPA) Housing Assistance Local Recovery Funds Notice of Funding Available, hereby incorporated by reference, and as described herein.

The Agency will utilize ARPA Local Recovery Fund dollars to support the salaries of the Program Director and multiple Housing Case Managers, and for client financial support such as rental application fees and security deposits.

2.1 The Agency agrees to serve one hundred (100) individuals experiencing homelessness.

2.2 Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 Agency's responsibilities include:

2.3.1 Hiring and training staff involved in the program operations.
2.3.2 Providing the services as described herein.

3. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirement of the Federal ARPA CLFRF program.

EXHIBIT A
SCOPE OF WORK
SPECIAL CONDITIONS OF THE AGREEMENT

3.1 Agency responsibilities include:

3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.
3.1.2 Submit applicable grant reports to the Housing Section.
3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.
3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.
3.1.5 Manage personnel.
3.1.6 Complete audits and other submissions.
3.1.7 Ensure a cost-effective, timely and efficient delivery of services.
3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

EXHIBIT A
PROJECT BUDGET

Project Budget	
City of Flagstaff	
ARPA Local Recovery Funds Housing Assistance	
Project Description:	Hotel to Housing
Implementing	Flagstaff Shelter Services
Project Number:	
Persons Served:	100
Date Submitted:	05/01/23

Item/Activity	Item/Activity Description	Source 1 City of Flagstaff ARPA	Source 2 Other Funding (Foundations & Corporations)	Source 3 Agency Financing	Source 4 In-Kind	Project TOTALS
1	**Program or Project Related Expenses**					
A	Office and Client Supplies		$10,855.00			**$10,855.00**
B	Printing/Copying/Postage/Delivery		$1,257.00			**$1,257.00**
C	Facilities (Two Shelter Sites)			$5,760,000.00		**$5,760,000.00**
2	**Program Operations**					
A	Food for Shelter Guests (Flagstaff Family Food Center)				$500,000.00	**$500,000.00**
B	Behavioral Health & Medical Care (from Native Americans for Community Action)				$100,000.00	**$100,000.00**
C	Medical Care (from North Country Healthcare)				$1,050,000.00	**$1,050,000.00**
D	Behavioral Health Care (from Southwest Behavioral & Health Services)				$100,000.00	**$100,000.00**
E	Behavioral Health Care (from The Guidance Center)				$11,040.00	**$11,040.00**
F	3 Housing Case Manager Salaries (from Flagstaff Shelter Services)	$41,500.00		$84,500.00		**$126,000.00**
G	Program Director Salary	$30,000.00		$30,000.00		**$60,000.00**
H	Client Housing Support	$28,500.00	$121,500.00			**$150,000.00**
Totals		$100,000.00	$133,612.00	$5,874,500.00	$1,761,040.00	**$7,869,152.00**

EXHIBIT A
SCHEDULE OF COMPLETION

City of Flagstaff	
Project Description:	Hotel to Housing
Implementing Agency:	Flagstaff Shelter Services
Project Number:	
Persons Served:	100
Date Submitted:	05/01/23

Action Items:	Item Description	YEAR: 2023-2024 1st Month Begins with the Notice to Proceed											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
1	Housing as Healthcare Staff Salary Spend Down	$ 7,300.00	$ 7,300.00	$ 7,300.00	$ 7,300.00	$ 7,300.00	$ 7,300.00	$ 7,300.00	$ 7,300.00	$ 7,300.00	$ 3,800.00	$ 2,000.00	
2	Client Housing Support Allocated to Households Exiting Homelessness	$ 2,375.00	$ 2,375.00	$ 2,375.00	$ 2,375.00	$ 2,375.00	$ 2,375.00	$ 2,375.00	$ 2,375.00	$ 2,375.00	$ 2,375.00	$ 2,375.00	$ 2,375.00
3	Contract Monitoring and Close Out												

CITY OF FLAGSTAFF

ARPA CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF)

HOUSING ASSISTANCE

PAYMENT REQUEST

Business Name: _____

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Description of Expenditures	Total Award	Previous Expenditures	Current Amount Requested	Remaining Balance

CERTIFICATION

I/we certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Signature: _____ **Name & Title:** _____ **Date:** _____

Signature: _____ **Name & Title:** _____ **Date:** _____

FOR CITY USE ONLY

Vendor #: _____ Fiscal Year & Amount: _____

PO #: _____ Fiscal Year & Amount: _____

Project#: _____ Total Approved: _____

Management Services

_____

Stacey Brechler-Knaggs Date

Grants, Contracts, & Emergency Management Director

Community Development

_____

Kristine Pavlik Date

Housing & Grants Administrator

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

EVIDENCE-BASED INTERVENTION REPORT

SUBRECIPIENT:

PROJECT TITLE: **PROJECT NUMBER:**

REPORTING PERIOD: **REPORT NUMBER:**

FUNDS ALLOCATED TO EVIDENCE-BASED INTERVENTIONS:

1. Please describe the obstacle(s) being addessed:

2. Please describe the goal(s) set for this project:

3. Please describe the method(s) used to reach the goal(s):

4. Please describe the outcome of the project so far:

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS
IMPACTED & DISPROPORTIONATELY IMPACTED COMMUNITIES

SUBRECIPIENT: _____

PROJECT TITLE: _____ **PROJECT NUMBER:** _____

NATIONAL CENTER FOR EDUCATION STATISTICS (NCES) SCHOOL ID OR DISTRICT ID (If applicable):

What population(s) does this project primarily serve? Please select up to three (3) impacted or disproportionately impacted communities below:

IMPACTED COMMUNITIES:

_____ Low- or moderate-income households or populations*

_____ Households that experienced unemployment

_____ Households that experienced increased food or housing insecurity

_____ Households that qualify for certain federal programs**

_____ For services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a signifucant period of time

_____ Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify):

_____

_____

_____

DISPROPORTIONATELY IMPACTED COMMUNITIES:

_____ Low-income households and populations***

_____ Households and populations residing in Qualified Census Tracts

_____ Households that qualify for certain federal programs****

_____ Households receiving services provided by Tribal governments

_____ Households residing in the U.S. territories or receiving services from these governments

_____ For services to address educational disparities, Title I eligible schools*****

_____ Other households or populations that experienced a disporportionate negative economic impact of the pandemic other than those listed above (please specify):

_____

_____

IMPACTED & DISPROPORTIONATELY IMPACTED COMMUNITIES
Please provide a brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced:
Please provide a brief description of how your project is related, reasonable, and proportional to a public health or negative economic impact of COVID-19:

* Low- or moderate-income households and communities are those with income at or below 300% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS), or income at or below 65% of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

** For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

*** Low-income households and communities are those with income at or below 185% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or income at or below 40% of Area Median Income for its county and size of household based on the most recently published data by HUD.

**** For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Priced Lunch ("NSLP") and/or School Breakfast Programs ("SBP"), Medicare Part D Low-IncomeSubsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

***** For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disporportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

DEMOGRAPHIC PROFILES REPORT

SUBRECIPIENT:

PROJECT TITLE: **PROJECT NUMBER:**

REPORTING PERIOD: **REPORT NUMBER:**

Client Name or Number	Address	Annual Income	AMI%	Race Code (see chart)	Hispanic Y/N	Disability Y/N	Elderly Y/N	Female HOH Y/N	Household Size	Service Provided

RACE CODES			
11	White/European	16	Indigenous + Black
12	Black/African American	17	Asian + White
13	Asian/Pacific Islander	18	Asian + Black
14	Indigenous/Alaska Native	19	Black + White
15	Indigenous + White	20	Other:

EXHIBIT D

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

PERFORMANCE REPORT

SUBRECIPIENT NAME:		UEI NUMBER:	
CONTACT NAME:		EMAIL ADDRESS:	
ADDRESS:		PHONE NUMBER:	
START DATE:		EXPIRATION DATE:	

BRIEF PROJECT SUMMARY:

REPORTING PERIOD (MM/YY - MM/YY):

PERCENTAGE OF PROJECT COMPLETENESS:

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department of the Treasury

Grant Project Title: American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds

Grant Number: ARPA-LRF-6321

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) GRANT PROVISIONS

Funds are received from the U.S. Department of Treasury, Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as "Coronavirus State and Local Fiscal Recovery Funds" or "SLFRF"), Assistance Listing, CFDA Number 21.027.

Recipients under the State and Local Fiscal Recovery Funds (SLFRF) program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

All Subrecipients, Contractors and Subcontractors are required to comply with the statutory and regulatory requirements and the terms and conditions of the award.

Key Principles

There are several guiding principles for developing your own effective compliance regimes:
• Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
• Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
• SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
• Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:
1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.[1] It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

Treasury's Rule

Treasury's Interim Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Eligible and Restricted Uses of SLFRF Funds

As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

Applicable Federal Policies

- Recipients, Subrecipients, Contractors and Subcontractors must follow the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Terms and Conditions of the SLFRF assistance.
- American Rescue Plan Act (P.L. 117-2)
- U.S. Department of the Treasury
    - SLFRF Regulations (31 CFR 35)
    - Compliance and Reporting Guidance
    - Frequently Asked Questions
    - Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 1000)
    - OMB "Uniform Guidance" 2 CFR 200, adopted by reference
    - Award Terms and Conditions
        - Assistance Listing Number 21.027 (Formerly CFDA Number)

SAM.gov Requirements

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

Contracts and Subawards to Debarred and Suspended Parties

Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified.

Civil Rights Compliance

Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of

race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Davis-Bacon Act Requirements (If Applicable)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act

The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of $2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. § 5.2(m).
- The $2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds $2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. § 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. § 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or

work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally-assisted contract or project. See 29 C.F.R. § 5.2(l).

- Application to Governmental Agencies – Governmental agencies, such as states or their political subdivisions, are not subject to the Davis-Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. § 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. § 4.116; F.A.R. § 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. § 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. §§ 3.5-3.6); and
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over $100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. § 5.5) providing, among other things,

that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH–1321) must be prominently posted at the site of the work. Refer to: www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf.

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF-1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, the recipient should attach the completed SF-1444 form using the "Add File" button. The SF1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. §§ 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. § 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

8. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristine Pavlik, Housing and Grants Administrator
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval of Agreement: Approve an Agreement with Housing Solutions of Northern Arizona in the amount of $500,000 distributed from the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds.

STAFF RECOMMENDED ACTION:

1. Approve an Agreement with Housing Solutions of Northern Arizona for the JoJo's Place Transitional Housing Project utilizing $500,000.00 of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff seeks approval of an Agreement between the City of Flagstaff and Housing Solutions of Northern Arizona, utilizing a portion of the City's American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds (Local Recovery Funds) to respond to the COVID-19 public health emergency and its negative economic impacts. Local Recovery Funds in the amount of $500,000.00 will be used to rehabilitate 44 rooms at the former Travelodge Motel, located at 2919 E. Route 66, Flagstaff, AZ to be used as transitional housing units for sixty-six (66) individuals experiencing homelessness.

Financial Impact:

On October 12, 2021, City Council provided direction on the use of Local Recovery Funds. City Council allocated $1,900,000.00 (024-09-402-6321-1-4290) to housing assistance within the Negative Economic Impacts funding category.

On November 7, 2022, the City of Flagstaff released a Notice of Funding Available ("NOFA") for Housing Assistance Projects that address community needs identified as a result of the COVID-19 pandemic in order to improve community resilience, address disparities of disproportionately impacted communities and create and preserve stable, affordable housing and prevent eviction. The City received eight (8) eligible applications by the December 19, 2023, deadline.

Housing staff conducted a risk assessment of all eight (8) applying agencies and their proposed Projects. Additionally, a Ranking Committee comprised of three (3) community representatives and three (3) City Staff met to review the proposals and rank them by consensus. Rankings primarily serve as a risk and benefit assessment and are the guiding input for Staff recommendations of ARPA Local Recovery Funds allocations. Staff presented the recommended allocations to the Housing Commission at the March meeting and the Housing Commission voted unanimously to forward them to Council with a

recommendation for approval.

With $1,900,000 in ARPA Local Recovery Funds available for Housing Assistance, Staff recommended fully funding the Housing Solutions of Northern Arizona JoJo's Place Transitional Housing Project.

Policy Impact:

The City of Flagstaff 10-Year Housing Plan provides policy initiatives and strategies that the City will implement to address the City's Housing Emergency including encouraging the adaptive reuse of buildings and reducing homelessness. The funding provided will support the conversion of a motel into 44 units of transitional housing for households experiencing homelessness.

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

Priority Based Budget Key Community Priorities and Objectives

- **Safe & Healthy Community**
  - Support social services, community partners & housing opportunities
  - Provide alternative responses, resources & programs, inclusive of mental health & other services

- **Inclusive & Engaged Community**
  - Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
  - Advance social equity & social justice in Flagstaff by supporting social services
  - Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices
  - Enhance community involvement, education & regional partnerships to strengthen the level of public trust
  - Ensure city facilities, services, & programs are accessible for all residents & representative of Flagstaff's diverse community

- **Sustainable, Innovative Infrastructure**
  - Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not

- **Robust Resilient Economy**
  - Support & strengthen a more robust, diverse, & sustainable economy in ways that reflect community values & provides for affordable housing opportunities
  - Enhance understanding between the development community, the City & Flagstaff residents
  - Enhance the community's workforce development programs & improve partnerships with higher education institutions & the private & public sectors

- **Livable Community**
  - Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages
  - Actively support attainable & affordable housing through City projects & opportunities with developers

- **Environmental Stewardship**
  - Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities

Regional Plan

- **Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.**

- Policy NH.1.1. Preserve and enhance existing neighborhoods.

- **Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunities for all economic sectors.**
  - Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
  - Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms

- **Goal NH.4. All housing is safe and sanitary.**
  - Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons. Policy NH.4.2. Reduce substandard housing units by conserving and rehabilitating existing housing stock to minimize impacts on existing residents.
  - Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.
  - Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.
  - Policy NH.4.5. Renovate the existing housing stock to conserve energy and reduce utility and maintenance costs for owners and occupants.
  - Policy NH.4.6. Consider and integrate public transportation, when possible, in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.
  - Policy NH.4.7. Enforce compliance with fair housing laws.

- **Goal NH.5. Eliminate homelessness.**
  - Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
  - Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
  - Policy NH.5.3. Support and expand programs that prevent homelessness.
  - Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness

Carbon Neutrality Plan

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

- **Equitable systems**
  - ES-2: Proactively engage community members on an ongoing basis
  - ES-4: Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

10 Year Housing Plan

- **Connect people to equitable housing solutions.**
  - Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
    - Connect 1.3 Continue to support and develop Coordinated Entry as a meaningful process that provides linkages to healthcare, behavioral health, and housing
  - Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.

        - Connect 2.1 Evaluate housing policies and strategies in City of Flagstaff planning documents through an equity lens.
        - Connect 2.2 Encourage community organizations such as local Continuum of Care to continue to integrate equity into programs and policies.
    - Connect 3: Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.
        - Connect 3.1 Raise awareness of housing security as a social determinate of health
        - Connect 3.2 Encourage neighborhoods, housing types and building practices that increase health.
        - Connect 3.3 Work in partnership with the community to develop and promote community health measurement data collection into housing services when viable

- **Preserve affordable housing**
    - Preserve 1: Encourage the adaptive reuse of buildings.
        - Preserve 2.2 Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.

- **Protect people from housing discrimination and remove housing barriers.**
    - Protect 1: Continue Flagstaff's commitment to further Federal and Arizona Fair Housing laws in all housing-related services and programs, valuing the efforts of those who seek to reduce barriers to equitable housing opportunities, and providing Fair Housing education and resources to the community.

Has There Been Previous Council Decision on This:

On October 12, 2021, City Council provided direction on the use of Local Recovery Funds. City Council allocated $1,900,000.00 to housing assistance within the Negative Economic Impacts funding category.

On April 11, 2023, Housing Staff presented to City Council the Ranking Committee recommendations, forwarded by the Housing Commission, for allocation of Local Recovery Funds for Housing Assistance.

Options and Alternatives:

1. Approve the Agreement between the City of Flagstaff and Housing Solutions of Northern Arizona in the amount of $500,000.00 for the JoJo's Place Transtional Housing Project; or
2. Do not approve the Agreement and direct staff to conduct an additional solicitation.

Background/History:

The City is a recipient of certain funds through the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), which authorizes the U.S. Department of the Treasury to make payments from the Coronavirus Local Fiscal Recovery Fund. On October 12, 2021, City Council allocated $1,900,000.00 to Housing Assistance within the Negative Economic Impact funding category.

On November 7, 2022, the City of Flagstaff released a Notice of Funding Available ("NOFA") for Housing Assistance Projects that address community needs identified as a result of the COVID-19 pandemic in order to improve community resilience, address disparities of disproportionately impacted communities and create and preserve stable, affordable housing and prevent eviction. The City received eight (8) eligible applications by the December 19, 2023 deadline.

Housing staff conducted a risk assessment of all eight (8) applying agencies and their proposed Projects. Additionally, a Ranking Committee comprised of three (3) community representatives and three (3) City Staff met to review the proposals and rank them by consensus. Rankings primarily serve as a risk and benefit assessment and are the guiding input for Staff recommendations of ARPA Local Recovery Funds allocations. Staff presented the recommended allocations to the Housing Commission

at the March meeting and the Housing Commission voted unanimously to forward them to Council with a recommendation for approval.

With $1,900,000 in ARPA Local Recovery Funds available for Housing Assistance, Staff recommended fully funding the Housing Solutions of Northern Arizona JoJo's Place Transitional Housing Project.

Key Considerations:

The Housing Solutions of Northern Arizona JoJo's Place Transitional Housing Project will support the rehabilitation of 44 rooms at the former Travelodge Motel, located at 2918 E. Route 66, Flagstaff, AZ 86004, into transitional housing units for individuals experiencing homelessness.

Housing Solutions of Northern Arizona will use Local Recovery Fund dollars for constructions costs and change-order construction costs incurred during the rehabilitation and reconstruction. Rehabilitation of the former motel includes the addition of kitchens to each of the studio apartments (44 units), ADA accessibility for three units, addition of a sprinkler system to the facility in compliance with City Fire Codes, the addition of on-site laundry amenities and remodeling of an onsite office building to provide on-site resources to residents including housing case management, food support and mental health resources.

Community Benefits and Considerations:

The Housing Solutions of Northern Arizona JoJo's Place Transitional Housing Project will help the City to meet the overarching goals of the City's 10-year Housing Plan by creating 44 new units of affordable rental housing. Units will provide transitional housing to households experiencing homelessness for 5 years and then the units will provide a mixture of permanent and transitional housing resources to low- and moderate-income households for the remaining 15 years of the 20-year compliance period required by the City of Flagstaff. This project works to achieve (in part) the City's overarching goal to "create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable."

Community Involvement:

City Council discussed Local Recovery Funds allocation amounts and categories for funding at the City Council work session on September 7, 2021 and provided direction on use of the Local Recovery Funds on October 12, 2021. These meetings were held in accordance with Open Meeting Law and include a public participation process allowing for public comments. There was an open and competitive application process for Local Recovery Fund for Housing Assistance.

Attachments: HSNA JoJos Place Contract

United States Department of Treasury

American Rescue Plan Act

- Coronavirus Local Fiscal Recovery Fund -

CITY OF FLAGSTAFF
GRANT ACCT NUMBER
024-09-402-6321-1-4273

HOUSING SOLUTIONS OF NORTHERN ARIZONA	**JOJO'S PLACE TRANSITIONAL HOUSING**	**CFDA# 21.027**
	PROJECT# CL6321S	**UEI# J1DTBNWXNZ99**

Mayor
Mayor Becky Daggett

Council
Vice-Mayor Austin Aslan
Councilmember Deborah Harris
Councilmember Lori Matthews
Councilmember Miranda Sweet
Councilmember Khara House
Councilmember Jim McCarthy

City Manager
Greg Clifton

Community Development Director
Dan Folke

Housing Director
Sarah Darr

AGREEMENT BETWEEN THE CITY OF FLAGSTAFF
and
HOUSING SOLUTIONS OF NORTHERN ARIZONA
for the
JOJO'S PLACE TRANSITIONAL HOUSING PROJECT

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona (the "City"), and Housing Solutions of Northern Arizona, an Arizona nonprofit corporation with offices at 2304 N. 3rd St., Flagstaff, AZ 86004 (the "Agency" or "Subrecipient").

RECITALS

A. Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), authorizes the U.S. Department of the Treasury ("Treasury") to make payments to certain recipients from the Coronavirus Local Fiscal Recovery Fund ("Recovery Funds").

B. The City is a recipient of certain Recovery Funds and is authorized to utilize the Recovery Funds in accordance with the rules and regulations promulgated by Treasury. Specifically, the procurement for distribution of the Recovery Funds requiring compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 ("Uniform Guidance").

C. The City desires to utilize a portion of its Recovery Funds to directly respond to the coronavirus pandemic by providing the Agency Recovery Funds to rehabilitate 44 rooms at the former Travelodge Motel, located at 2919 E. Route 66, Flagstaff, AZ to be used as transitional housing units for sixty-six (66) individuals experiencing homelessness (the "Project"). The Agency is willing and has the resources to implement the Project.

D. The Project is eligible for expenditure of the Recovery Funds under the Uniform Guidance, "Appendix 1: Expenditure Categories." The procurement of the Project complies with both the Uniform Guidance and Procurement Code provisions.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. AGENCY'S SCOPE OF SERVICES

1.1 Scope of Services. The Agency agrees to be a subrecipient of the Recovery Funds and complete the Project as described in the Scope of Work attached as **Exhibit A** and incorporated by reference into this Agreement. Recovery Funds will be used for construction costs and change-order construction costs incurred during rehabilitation and reconstruction Project. Rehabilitation of the former motel includes the addition of kitchens to each of the studio apartments (44 units), Americans with Disability Act (ADA) accessibility for three units, addition of a sprinkler system to the facility in compliance with City Fire Codes, the addition of on-site laundry amenities and

remodeling of an onsite office building to provide on-site resources to residents including housing case management, food support and mental health resources. Expenses incurred from July 1, 2022 to the expiration of this Agreement are eligible for reimbursement.

1.2 Changes in Scope of Services. No change(s) shall be made to the Scope of Services except by written Agreement amendment. To obtain an Agreement amendment, the Agency must submit a revised Scope of Services with a written request for authorization for a Scope of Services amendment. If authorized, an Agreement amendment shall be drafted pursuant to the Procurement Code and must be approved by the City Council, and executed by duly authorized signatories, before the amendment will become effective.

2. AMOUNT AND NATURE OF ASSISTANCE BY CITY

2.1 Agreement Amount. Subject to all of the terms, covenants, and conditions of this Agreement, the City will enter into an Agreement with the Agency for a subaward amount not to exceed **five hundred thousand dollars ($500,000)** for the services described in **Exhibit A** incurred from July 1, 2022, to the expiration of this Agreement. The City shall serve as the fiscal agent for the Recovery Funds. The Agency agrees to be responsible for all sums in excess of this amount necessary to complete the Project. The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Agency shall not use the Recovery Funds received from the City in any other manner except as provided in this Agreement. Wrongful expenditure of the Recovery Funds will constitute a breach of this Agreement and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.

2.2 The City shall. Clearly identify every subaward to the Agency as a subaward and include the following information at the time of the subaward and include any changes in subsequent subaward modifications. When the information is not available, the City must provide the best information available to describe the Federal award and subaward:

2.2.1 Federal Award Identification;

- Subrecipient name (which must match Unique Entity Identifier (UEI));
- Subrecipient's UEI;
- Federal Award Identification Number (FAIN);
- Federal Award Date;
- Subaward Period of Performance Start and End date;
- Amount of Federal Funds Obligated by this action;
- Total Amount of Federal Funds Obligated to the Subrecipient;
- Total Amount of the Federal Award;
- Federal award Project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

- Name of Federal awarding agency, pass-through entity, and contact information for awarding official;
- CFDA Number and name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- Identification of whether the award is Research & Development; and
- Indirect cost rate for the Federal award (including if the de minimis rate is charged. All requirements imposed by the pass-through entity on the Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

2.2.2 Any additional requirements that the pass-through entity imposes on the Subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

2.2.3 Any approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient or a de minimis indirect cost rate as defined in the Code of Federal Regulations.

2.2.4 A requirement that that Subrecipient permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. §200.331 and § 200.300, "Statutory and national policy requirements," through 2 C.F.R. § 200.309, "Modifications to Period of performance," and Subpart F, "Audit Requirements"; and

2.2.5 Appropriate terms and conditions concerning closeout of the subaward.

2.3 Payments.

2.3.1 Payment by the City to the Agency for services and other expenses related to the administration of the Project will be provided on a reimbursement basis. Reimbursement may be requested monthly, quarterly, or a one-time/final reimbursement request. Reimbursement will be paid in dollar amounts approved by the City for completed work.

2.3.2 To request reimbursements, the Agency shall submit a Payment Request, attached as **Exhibit B** and incorporated by reference in this Agreement. The Agency must submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL and include a copy of the Property Control Form. All reports shall be submitted to the contact persons as described in the

Notice Section of this Agreement. The Agency may use funds to reimburse allowable costs of activities for expenses incurred from January 1, 2023, to the expiration of this Agreement. Final payment invoices must be received no later than sixty (60) days after completion of the Scope of Work or Agreement time-period, whichever comes first. No payments shall be made on invoices received after that date.

2.3 Changes in Budget. Any variance from the Budget must be made through a budget amendment. To obtain a budget amendment, the Agency must submit a new budget to the City with a written request for authorization for a budget amendment. The City Housing Director or her designee is authorized to approve budget amendments as long as the amendment does not increase the total budget of the Project.

2.4 Indirect Costs. If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the Agency's appropriate share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. CERTIFICATION OF COMPLETION

Upon satisfactory completion of the Close-Out Report and submission of all required documentation, the City shall provide the Agency with a letter that certifies completion. The certification is conclusive determination that the Agency has satisfactorily completed its contractual obligations. The City shall not unreasonably withhold such certification.

4. ADMINISTRATIVE REQUIREMENTS

4.1 Accounting. The Agency shall comply with the requirements and standards of Office of Management and Budget (OMB) and guidance in subparts A through F of 2 C.F.R part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Agency's financial management system shall include, at a minimum, accurate, current, and complete disclosures of expenditures of the Recovery Funds; records which adequately identify the source and application of Recovery Funds provided for financially assisted activities; effective control over and accountability for Recovery Funds, real and personal property, and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation. The Agency shall maintain Recovery Funds received under this Agreement in separate ledger accounts and not mix funds with other sources; manage funds according to applicable Federal regulations for administrative requirements, cost principles, and audits; and maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are: Financial Managements, Procurement, Personnel, Property, and Travel. A system is adequate if it is written, followed consistently (it applies to similar items), and consistently applied (it applies to all sources of funds).

4.2 Procurement. The Agency shall procure all materials, property, or services in

accordance with the requirements of the Uniform Guidance and 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327. The Agency's procurement outreach and documentation shall be governed by the price limits set forth in the Procurement Code, notwithstanding OMB Circular A-110. All procurement undertakings must make an effort to utilize Minority and Women Owned Business Enterprises. The Agency shall maintain an inventory of all equipment, furniture, and non-expendable personal property purchased with Recovery Funds.

4.3 Internal Controls. The City will evaluate the Agency to determine if there is a risk that the Agency will not comply with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring including the factors listed in 2 C.F.R. § 200.331(b)(1-4). The Agency will operate according to a written set of policies and procedures that define staff qualifications and duties, lines of authority, separation of functions, and access to assets and sensitive documents. Included in these policies and procedures will be written accounting procedures for approving and recording transactions and the control of cash receipts, disbursements, and cash balances. The Agency's financial policies and lines of authority shall be reviewed during monitoring visits defined in this Agreement.

4.4 Monitoring. The City shall monitor the use of the Recovery Funds, including reviewing the Payment Requests and Performance Reports provided by the Agency. The City shall follow-up and ensure that the Agency takes timely and appropriate action on all deficiencies pertaining to the Federal award detected through audits, on-site reviews, and other means. The City shall issue a management decision for audit findings pertaining to the Recovery Funds provided to the Agency from the City as required by 2 C.F.R. § 200.521, "Management decision." The Agency agrees to cooperate and provide all information necessary for the City to monitor the Agency periodically to ensure compliance with this Agreement, compliance with federal regulations and laws, fiscal responsibility, adequate performance, and any other item of concern relating to the use of Recovery Funds and the provisions defined in this Agreement, including by permitting the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. § 200.300, "Statutory and national policy requirements," 2 C.F.R. § 200.309, "Modifications to period of performance," 2 C.F.R. § 200.331, "Subrecipient and contractor determinations," and Subpart F, "Audit Requirements." The monitoring will take the form of at least one site visit of the Agency's place of business and/or construction site and other various requests for information. During the term of this Agreement, the Agency shall be monitored periodically by the City, both programmatically and financially, to ensure that the program's goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria, are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed. All

on-site monitoring shall take place during normal business hours, upon advance written notice, on dates and at times as mutually agreed upon by the Agency and the City.

4.5 Documentation, Record-Keeping and Other Requirements Specific to Expenditure Categories. The Agency shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

4.5.1 All additional reporting requirements specific to expenditure categories as identified by Treasury attached as **Exhibit C** and incorporated by reference in this Agreement.

4.5.2 Records providing a full description of each activity undertaken;

4.5.3 Records demonstrating that each activity undertaken meets one of the Expenditure Categories identified in the U.S. Department of Treasury Compliance and Reporting Guidance, Appendix 1: Expenditure Categories;

4.5.4 Records required to determine the eligibility of activities;

4.5.5 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with Recovery Funds;

4.5.6 Financial records as required by 2 C.F.R. Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331; and

4.5.7 Other records necessary to document compliance with 2 C.F.R. Part 200 Performance and Financial Monitoring and Reporting, Sections 200.328, 329, and 331.

4.6 Records Retention. The Agency will retain all records pursuant to the City's record retention policy and Federal requirements, whichever period is longer. Records must be retained longer if any litigation, claim, or audit is started before the expiration of the record retention period. Other extensions to the record retention period may apply as specified in 2 C.F.R. § 200.333.

4.7 Client Data. The Agency shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity, special needs, family size, elderly status, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4.8 Disclosure. The Agency understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or the Agency's responsibilities with respect to services provided under this Agreement, is prohibited by Arizona State

law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

4.9 Audits and Inspections. All of the Agency's records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees, or the Federal Government (including but not limited to Treasury, the Comptroller General of the United States, or any of their duly authorized representatives), unless otherwise protected by law, at any time during normal business hours, as often as the City or grantor agency deems necessary until all required records are turned over to the City of Flagstaff to audit, examine, and make excerpts or transcripts of all relevant data, provided. Any deficiencies noted in audit reports must be fully cleared by the Agency within thirty (30) days after receipt by the Agency. Failure of the Agency to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Agency agrees to have an annual Agency financial audit conducted in accordance with current City policy and, as applicable, subject to the Single Audit act of 1984 and all relevant OMB guidance, including, 2 C.F.R. § 200, Subpart F, "Audit requirements." The Agency will conduct an annual audit conducted in accordance with 2 C.F.R. 200, Subpart F, "Audit requirements," if the Agency expends more than seven-hundred fifty thousand dollars ($750,000) from Federal awards, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156).

4.10 Monthly Reports to City. During the entire Agreement period, the Agency shall prepare and submit to the City by the second (2nd) Friday of each month a Performance Report, attached as **Exhibit D** and incorporated by reference in this Agreement. If the scope of the Project has been fully completed and implemented, and there will be no further updates, then the monthly Performance Report for the month in which the Project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the Project as deemed necessary by the City. Notwithstanding anything to the contrary, the Agency shall not be required to provide any of the Agency's confidential or proprietary information in reports provided to the City, including without limitation, any information regarding research collaborators, research plans, or any data, results, or other information resulting from the Agency's performance of research or any other activities relating thereto. The Agency agrees to submit other reports and records as may be required by the City from time to time, which are related to the implementation of the Project, adherence to the Agreement, and adherence to federal, state, and local laws and regulations.

4.11 Close-Out Report. The Agency is responsible for the close out of the Recovery Funds. The Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of

records. The City will send the Agency written notification that a Close-Out Report is due when one of the following contractual obligations have been met, and the Agency shall submit the Close-Out Report attached in that letter within sixty (60) days of receiving this notification:

4.11.1 The Recovery Funds have been expended and the Scope of Work has been completed;

4.11.2 The Agreement period has expired; or

4.11.3 The Scope of Work has been completed.

4.12 Subrecipient Obligations. The Agency shall perform all obligations required of subrecipients under the rules governing Recovery Funds.

5. ACKNOWLEDGEMENT

The Agency shall acknowledge during the term of the Agreement the contribution of the City of Flagstaff Recovery Funds toward the Project in all instances where the Project is advertised. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as receiving Recovery Funds. In addition, the Agency will include a reference to the support provided herein in all publications made possible with Recovery Funds made available under this Agreement.

6. PROJECT IMPLEMENTATION

The Agency shall have responsibility for day-to-day management and implementation of the Project.

7. UNFORESEEN DELAY IN PERFORMANCE

Neither the Agency nor the City shall be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project in the event of unforeseen delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use shall be extended for the period of the unforeseen delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the unforeseen delay.

8. INSURANCE

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

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the

minimum limits contained herein are sufficient to protect the Agency from liabilities that might arise out of the performance of the work under this Agreement by the Agency, its agents, representatives, employees, or sub-agencies, and the Agency is free to purchase additional insurance as may be determined necessary.

8.1 Minimum Scope and Limits of Insurance. The Agency shall provide coverage at least as broad and with limits of liability not less than those stated below.

8.1.1 Commercial General Liability - Occurrence Form

General Aggregate	$ 2,000,000
Products-Completed Operations Aggregate	$ 1,000,000
Each Occurrence	$ 1,000,000

8.1.2 Umbrella Coverage ..... $ 2,000,000

8.1.3 Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles

Combined Single Limit Per Accident or Bodily Injury and Property Damage	$ 1,000,000

8.1.4 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

8.2 Self-Insured Retentions/Deductibles. Any self-insured retentions and deductibles shall be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. The Agency shall be solely responsible for any self-insured retention amounts. City at its option may require the Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

8.3 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

8.3.1 Commercial General Liability and Automobile Liability Coverages

8.3.1.1 The City of Flagstaff, its officers, officials, agents, employees, and volunteers are to be listed as additional insureds with respect to liability arising out of: activities performed by, or on behalf of, the Agency, including the City's general supervision of the Agency; products and completed operations of the Agency; and automobiles owned, leased, hired, or borrowed by the Agency.

8.3.1.2 The Agency's insurance shall contain broad form contractual liability coverage.

8.3.1.3 The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Agency's insurance and shall not contribute to it.

8.3.1.4 The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.3.1.5 Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

8.3.1.6 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

8.3.2 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by the Agency for the City.

8.3.3 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Risk Manager, 211 W. Aspen Avenue, Flagstaff, AZ, 86001, and shall be sent by certified mail, return receipt requested.

8.3.4 Acceptability of Insurers. Insurance shall be placed 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 in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.

8.3.5 Verification of Coverage. The Agency shall furnish the City with Certificates of Insurance as required by this Agreement. 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 Project name/description and City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.

8.3.5.1 Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

8.3.5.2 All Certificates of Insurance required by this Agreement shall be sent directly to: Stacey Brechler-Knaggs, Grants & Contracts Manager, 211 West Aspen Avenue, Flagstaff, Arizona, 86001. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement, at any time.

8.3.6 Sub-agencies. The Agency's Certificates of Insurance shall include all sub-agencies as insureds under its policies, or the Agency shall furnish to the City separate Certificates of Insurance for each sub-agency. All coverages for sub-agencies shall be subject to the minimum requirements identified above.

8.3.7 Approval. Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the Flagstaff City Attorney's Office and the Risk Manager, whose decision shall be final. Such action shall not require a formal Agreement Amendment but may be made by administrative action.

9. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

9.1 Delinquent Taxes. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Agency may constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and may constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

9.2 Disclosure of Delinquent Taxes. Before entering into this Agreement, and during the time-period covered by this Agreement, the Agency shall disclose any information related to this Section. This shall also include the immediate reporting of breaches in payback arrangements or breaches in other Agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

10. DEFAULT/REMEDIES

In the event of any default in or breach of this Agreement or any of its terms or conditions by either party, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event, such breach or default shall be remedied within thirty (30) days

after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by the Agency, the City, at its sole election and in addition to any other remedy, may immediately withhold payment of funds until such default is cured and may initiate suspension or termination as set forth below.

11. INDEPENDENT AGENCY STATUS

The Agency is an independent entity in the performance of all activities and functions pursuant to this Agreement. The Agency and City are not and shall not be considered as joint ventures, partners, or agents of each other and neither shall have the power to bind or obligate the other. The Agency's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. The Agency hereby agrees not to represent to anyone that the Agency is an agent of the City or has any authority to act on behalf of the City. The Agency shall be responsible for all employment compensation claims for Workers' Compensation benefits, or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Agreement, and the Agency shall hold the City harmless for any and all such claims.

12. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

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

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REGARDING EMPLOYMENT

13.1 Nondiscrimination. The Agency 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, and/or familial status, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, if the Agency operates within City of Flagstaff limits, the Agency shall comply with the City Code, Chapter 14-02, "Civil Rights," which also

prohibits discrimination based on sexual orientation, or gender identity or expression.

13.2 Incorporation of Nondiscrimination Clause into the Agency Activities. The Agency further agrees that the Section 14.1 clause will be incorporated in all supplier contracts or other agreements entered into in connection with this Agreement.

13.3 Certifications from Subcontractors and Suppliers. The Agency assures that its authorized agent will obtain all supplier and subcontractor certifications contained in the Agreement documents and that those suppliers and contractors will adhere to all affirmative action requirements.

14. COMPLIANCE WITH ALL LAWS

14.1 Federal, State, and Local Laws. The Agency shall give all notices and comply with all laws, ordinances, rules, building codes, regulations, and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the Agency observes that any of the Agreement documents are in conflict with any laws, statutes, building codes, or regulations, it shall promptly notify the City, in writing, and the parties shall execute any appropriate written modification.

14.2 Liability. Should the Agency perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes, or regulations, and not give proper notice to the City, it shall assume full responsibility therefore and shall bear all cost incurred due to its negligence.

14.3 Agency Adherence to Federal Regulations and Laws. The Agency agrees to comply with the following laws related to the receipt of Recovery Funds:

14.3.1 The Agency shall comply with the Grant Provisions for the U.S Department of Treasury, American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds, attached as **Exhibit E** and incorporated by reference in this Agreement.

14.3.2 The Agency shall carry out its responsibilities in compliance with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (19 U.S.C. § 794).

14.3.3 The Agency shall comply, as applicable, with the requirements of the Davis-Bacon Act (40 U.S.C. § 276a-276a-5), as supplemented by Department of Labor regulations (29 C.F.R. Part 5); and comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

14.3.4 The Agency shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations. (41 C.F.R. chapter 60).

14.3.5 The Agency agrees to comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874), as supplemented in Department of Labor regulations (29 C.F.R. part 3).

14.3.6 The Agency agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368m Executive Order 11738), and Environmental Protection Contract regulations (40 C.F.R. part 15).

14.3.7 The Agency agrees to comply with all applicable standards, orders, or regulations issued under Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

14.3.8 The Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

14.3.9 The Agency agrees to comply, as applicable, with 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirement for Federal Awards.

14.4 Suspension or Debarment. Submittal of an offer or execution of a contract shall attest that the Subrecipient or contractor is not currently suspended or debarred to contract in local, state, or federal jurisdictions. If the Subrecipient or any of its contractors become suspended or debarred, the Subrecipient shall immediately notify the City. The City may, by written notice to the Subrecipient, immediately terminate this Agreement if the City determines that the Subrecipient or their contractors have been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

14.5 Contracts and Subawards to Debarred and Suspended Parties. Pursuant to 2 C.F.R. subpart C § 200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.” By entering into this Agreement, Subrecipient agrees to comply with all relevant codes including 2 C.F.R. subpart C, “Responsibilities of Participants Regarding

Transactions." The Agency must verify that any sub-agencies are not excluded or disqualified.

The Agency does this by:

(a) Checking the SAM Exclusions: System for Award Management (SAM) – www.sam.gov.

(b) Collecting a certification from that person.

(c) Adding a clause or condition to the covered transaction with that person.

15. DISPUTES

The laws of the State of Arizona, without regard to any otherwise applicable choice or conflict of law provisions, will govern this Agreement.

16. AVAILABILITY OF FUNDS

It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the City from the federal government, and that the terms, conditions, and sums payable under this Agreement are subject to any changes or limitations which may be required by the terms of the City's agreement with the federal government.

17. CONSULTATION

The Agency and the City hereby agree to consult one another on a timely basis regarding the applicability of this Agreement to any condition which may impact the execution of this Agreement, and which may arise during the Agreement period.

18. CONTINUING LIABILITY

The Agency shall have continuing liability after the term of this Agreement for any breach of this Agreement, including failure to perform in accordance with required Federal law, rules, and regulations until after all complaints, investigations, and sanctions, including those arising out of audits performed by Treasury, the City, or other authorized agencies are resolved. The Agency shall be liable for any sanctions or requirements imposed at any time upon the City arising out of the Agency's activities performed pursuant to this Agreement.

19. TERMINATION

19.1 Transactional Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation by the City of Flagstaff under the provisions of A.R.S. § 38-511.

19.2 Termination. In accordance with 2 C.F.R. part 200, subpart D, the City may suspend or terminate this Agreement if the Agency materially fails to comply with any term or condition of this Agreement, or if the Agency fails to maintain a good faith effort

to carry out the purpose of this Agreement. If the Agency fails to materially comply with any term of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, City may take one or more of the following actions, as appropriate in the circumstances:

19.2.1 Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency;

19.2.2 Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

19.2.3 Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program;

19.2.4 Withhold further awards for the program; or

19.2.5 Take other remedies that may be legally available.

19.3 Termination for Convenience. The City or the Agency may terminate this Agreement for convenience in accordance with 2 C.F.R. part 200 and the Procurement Code if both parties agree upon the termination and termination conditions. The party initiating the termination shall notify the other party in writing stating the reasons for such termination. The Agency may unilaterally terminate this Agreement upon written notification to the City setting forth the reasons for such termination, the effective date, and in the case of partial termination the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

20. NOTICE

Notice shall be provided as follows:

City of Flagstaff
Stacey Brechler-Knaggs
Grants & Contracts Manager
211 W. Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2227

Agency
Devonna McLaughlin
Chief Executive Officer
PO Box 30134
Flagstaff, AZ 86003
(928) 214-7457

Copy to:

Kristine Pavlik
Housing and Grants Administrator
2323 N. Walgreens St. Suite 2
Flagstaff, AZ 86004
(928) 213-2749

Sarah Darr
Housing Director
3481 N. Fanning Dr.
Flagstaff, AZ
(928) 213-2745

Such written notices, demands, and communications may be sent to such other addresses as either party may from time to time designate by mail as provided in this Section.

21. LIST OF EXHIBITS

Exhibit A:	Scope of work
Exhibit B:	Payment Request
Exhibit C:	Expenditure Specific Reporting Requirements
Exhibit D:	Performance Report
Exhibit E:	Grant Provisions

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attached Exhibits.

DATED this _____ day of _____, 20___.

City of Flagstaff	**Agency**
Greg Clifton, City Manager	Devonna McLaughlin, Chief Executive Officer
Attest:	Attest:
City Clerk	Corporate Secretary
Approved as to form:	
City Attorney	

EXHIBIT A
SCOPE OF WORK
(Attached)

1. **JoJo's Place Transitional Housing Project Scope of Work**
2. **JoJo's Place Transitional Housing Project Budget**
3. **JoJo's Place Transitional Housing Project Schedule of Completion**

EXHIBIT A
SCOPE OF WORK
SPECIAL CONDITIONS OF THE AGREEMENT

1. PROGRAM ELIGIBILITY CRITERIA

The Housing Solutions of Northern Arizona ("Agency") JoJo's Place Transitional Housing Project ("Project") will allow the Agency to rehabilitate 44 rooms at the former Travelodge Motel, located at 2918 E. Route 66, Flagstaff, AZ 86004, into transitional housing units for individuals experiencing homelessness.

1.1 Eligibility for the Project administered by the Agency requires that the units:
  1.1.1 Serve homeless and/or low-income individuals/households, as defined by HUD.

1.2 Agency shall document and retain all client records with regards to Project eligibility.

2. SCOPE OF WORK

The Agency will provide services as set forth in detail in its December 19, 2022, proposal submitted in response to the City of Flagstaff American Rescue Plan Act (ARPA) Housing Assistance Local Recovery Funds Notice of Funding Available, hereby incorporated by reference, and as described herein.

The Agency will utilize ARPA Local Recovery Fund dollars for constructions costs and change-order construction costs incurred during the rehabilitation and reconstruction Project. Rehabilitation of the former motel includes the addition of kitchens to each of the studio apartments (44 units), ADA accessibility for three units, addition of a sprinkler system to the facility in compliance with City Fire Codes, the addition of on-site laundry amenities and remodeling of an onsite office building to provide on-site resources to residents including housing case management, food support and mental health resources.

2.1 The Agency agrees to serve sixty (66) individuals experiencing homelessness and/or low-income.

2.2 Agency will provide the necessary personnel, equipment, office space, meeting space, supplies, and services to conduct the services as described herein.

2.3 Agency's responsibilities include:

  2.3.1 Hiring and training staff involved in the program operations.
  2.3.2 Providing the services as described herein.

EXHIBIT A
SCOPE OF WORK
SPECIAL CONDITIONS OF THE AGREEMENT

3. PROJECT ADMINISTRATION

The Agency will provide all of the necessary services to carry out the daily tasks of ensuring that the project progresses satisfactorily and that all of the administrative functions associated with the project are properly executed in accordance with the contract and the requirement of the Federal ARPA CLFRF program.

3.1 Agency responsibilities include:

3.1.1 Maintain project files detailing expenses, procurement, project information, and correspondence, in addition to any other necessary information.
3.1.2 Submit applicable grant reports to the Housing Section.
3.1.3 Maintain client files detailing income eligibility and back up documentation, ethnicity, age, and special needs, in addition to any other necessary information.
3.1.4 Maintain project accounting records, including documentation of expenditures and receipts.
3.1.5 Manage personnel.
3.1.6 Complete audits and other submissions.
3.1.7 Ensure a cost-effective, timely and efficient delivery of services.
3.1.8 Ensure that an open process is conducted in all outreach activities and equal opportunity is provided to all persons regardless of race, color, sex, sexual orientation, religion, handicap, familial status, or national origin.

PROJECT BUDGET

HOUSING SOLUTIONS of NORTHERN ARIZONA

Project Description:	JoJo's Place Transitional Housing
Implementing Agency:	Housing Solutions of Northern Arizona
Project Number:	
Persons Served:	66 (44 households)
Date:	5/1/2023

Item and Activity	Item/Activity Desription	Source 1	Source 2	Source 3	Source 4	Source 5	Source 6	
		City of Flagstaff	Federal/State	State of Arizona	Coconino County	Private Donations	HSNA	Project
		Local Recovery Funds	CDBG-CV	ADEQ	ARPA	Various Donors	Developer Fee	TOTALS
1	**Program or Project Related Expenses**							
A	Acquisition of Property		$3,700,000					**$3,700,000**
B	Asbestos Removal			$250,000				**$250,000**
C	Pre-development		$121,120					**$121,120**
D	Construction (original contract)		$1,304,722		$66,000	$438,500	$456,778	**$2,266,000**
E	Construction Change Orders to Date	$500,000			$184,000			**$684,000**
F	Contingency		$100,000					**$100,000**
2	**Administration**							
A	Course of Construction Insurance		$5,000					**$5,000**
B	Construction Oversight						$6,500	**$6,500**
C	Capitalized Reserves		$160,249					**$160,249**
Totals		$500,000	$5,391,091	$250,000	$250,000	$438,500	$463,278	$7,292,869

EXHIBIT A

PROJECT SCHEDULE OF COMPLETION

Project Schedule	
Project Description:	JoJo's Place Transitional Housing
Implementing Agency:	Housing Solutions NAZ, Inc.
Project No.:	
Date:	5/1/2023
Households Served:	44 households (66 people)

			YEAR 1st month begins with notice to proceed											
Item No.	Item Description	Prior to Notice to Proceed	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
1	Acquisition of Property													
2	Architectual & Engineering													
3	Identify general contractor through competitive bid process													
4	Rehabilitation/construction of the property													
5	Hire Staff: Property Manager & Housing Case Manager													
6	Lease-up of units; referrals from Front Door													
7	Report progress to City staff													
8	Close out report and monitoring													

CITY OF FLAGSTAFF

ARPA CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF)

HOUSING ASSISTANCE

PAYMENT REQUEST

Business Name: _____

Pay Request Period: _____ **Request Number:** _____ **Amount Requested:** _____

EXPENDITURES

Description of Expenditures	Total Award	Previous Expenditures	Current Amount Requested	Remaining Balance

CERTIFICATION

I/we certify that this Request for Payment has been drawn in accordance with the terms and conditions of the Contract cited above.

Signature: _____ **Name & Title:** _____ **Date:** _____

Signature: _____ **Name & Title:** _____ **Date:** _____

FOR CITY USE ONLY

Vendor #: _____ Fiscal Year & Amount: _____

PO #: _____ Fiscal Year & Amount: _____

Project#: _____ Total Approved: _____

Management Services

_____

Stacey Brechler-Knaggs Date

Grants, Contracts, & Emergency Management Director

Community Development

_____

Kristine Pavlik Date

Housing & Grants Administrator

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

EVIDENCE-BASED INTERVENTION REPORT

SUBRECIPIENT:

PROJECT TITLE: **PROJECT NUMBER:**

REPORTING PERIOD: **REPORT NUMBER:**

FUNDS ALLOCATED TO EVIDENCE-BASED INTERVENTIONS:

1. Please describe the obstacle(s) being addessed:

2. Please describe the goal(s) set for this project:

3. Please describe the method(s) used to reach the goal(s):

4. Please describe the outcome of the project so far:

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS
IMPACTED & DISPROPORTIONATELY IMPACTED COMMUNITIES

SUBRECIPIENT: _____

PROJECT TITLE: _____ **PROJECT NUMBER:** _____

NATIONAL CENTER FOR EDUCATION STATISTICS (NCES) SCHOOL ID OR DISTRICT ID (If applicable):

What population(s) does this project primarily serve? Please select up to three (3) impacted or disproportionately impacted communities below:

IMPACTED COMMUNITIES:

_____ Low- or moderate-income households or populations*

_____ Households that experienced unemployment

_____ Households that experienced increased food or housing insecurity

_____ Households that qualify for certain federal programs**

_____ For services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a signifucant period of time

_____ Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify):

_____

_____

_____

DISPROPORTIONATELY IMPACTED COMMUNITIES:

_____ Low-income households and populations***

_____ Households and populations residing in Qualified Census Tracts

_____ Households that qualify for certain federal programs****

_____ Households receiving services provided by Tribal governments

_____ Households residing in the U.S. territories or receiving services from these governments

_____ For services to address educational disparities, Title I eligible schools*****

_____ Other households or populations that experienced a disporportionate negative economic impact of the pandemic other than those listed above (please specify):

_____

_____

IMPACTED & DISPROPORTIONATELY IMPACTED COMMUNITIES
Please provide a brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced:
Please provide a brief description of how your project is related, reasonable, and proportional to a public health or negative economic impact of COVID-19:

* Low- or moderate-income households and communities are those with income at or below 300% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS), or income at or below 65% of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

** For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

*** Low-income households and communities are those with income at or below 185% of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or income at or below 40% of Area Median Income for its county and size of household based on the most recently published data by HUD.

**** For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Priced Lunch ("NSLP") and/or School Breakfast Programs ("SBP"), Medicare Part D Low-IncomeSubsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

***** For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disporportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS

DEMOGRAPHIC PROFILES REPORT

SUBRECIPIENT:

PROJECT TITLE: **PROJECT NUMBER:**

REPORTING PERIOD: **REPORT NUMBER:**

Client Name or Number	Address	Annual Income	AMI%	Race Code (see chart)	Hispanic Y/N	Disability Y/N	Elderly Y/N	Female HOH Y/N	Household Size	Service Provided

RACE CODES			
11	White/European	16	Indigenous + Black
12	Black/African American	17	Asian + White
13	Asian/Pacific Islander	18	Asian + Black
14	Indigenous/Alaska Native	19	Black + White
15	Indigenous + White	20	Other:

CITY OF FLAGSTAFF
ARPA - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS
PERFORMANCE REPORT

SUBRECIPIENT NAME:		UEI NUMBER:	
CONTACT NAME:		EMAIL ADDRESS:	
ADDRESS:		PHONE NUMBER:	
START DATE:		EXPIRATION DATE:	

BRIEF PROJECT SUMMARY:

REPORTING PERIOD (MM/YY - MM/YY):

PERCENTAGE OF PROJECT COMPLETENESS:

SUMMARY OF THIS PERIOD'S PROGRESS:

SUMMARY OF ACTIVITIES PLANNED FOR NEXT PERIOD:

CERTIFIED BY:

SIGNATURE

DATE

NAME AND TITLE

LIST OF ATTACHMENTS, IF APPLICABLE:
(ie. Additional reports, photos, etc)

GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department of the Treasury

Grant Project Title: American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds

Grant Number: ARPA-LRF-6321

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) GRANT PROVISIONS

Funds are received from the U.S. Department of Treasury, Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as "Coronavirus State and Local Fiscal Recovery Funds" or "SLFRF"), Assistance Listing, CFDA Number 21.027.

Recipients under the State and Local Fiscal Recovery Funds (SLFRF) program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute") that receive a SLFRF award. Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable.

All Subrecipients, Contractors and Subcontractors are required to comply with the statutory and regulatory requirements and the terms and conditions of the award.

Key Principles

There are several guiding principles for developing your own effective compliance regimes:
• Recipients and subrecipients are the first line of defense, and responsible for ensuring the SLFRF award funds are not used for ineligible purposes, and there is no fraud, waste, and abuse associated with their SLFRF award;
• Many SLFRF-funded projects respond to the COVID-19 public health emergency and meet urgent community needs. Swift and effective implementation is vital, and recipients must balance facilitating simple and rapid program access widely across the community and maintaining a robust documentation and compliance regime;
• SLFRF-funded projects should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government; and
• Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

Statutory Eligible Uses

As a recipient of an SLFRF award, your organization has substantial discretion to use the award funds in the ways that best suit the needs of your constituents – as long as such use fits into one of the following four statutory categories:
1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

Treasury adopted an Interim Final Rule to implement these eligible use categories and other restrictions on the use of funds under the SLFRF program.[1] It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with these requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how they have been satisfied as part of their award management, internal controls, and subrecipient oversight and management.

Treasury's Rule

Treasury's Interim Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Eligible and Restricted Uses of SLFRF Funds

As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

Applicable Federal Policies

- Recipients, Subrecipients, Contractors and Subcontractors must follow the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Terms and Conditions of the SLFRF assistance.
- American Rescue Plan Act (P.L. 117-2)
- U.S. Department of the Treasury
    - SLFRF Regulations (31 CFR 35)
    - Compliance and Reporting Guidance
    - Frequently Asked Questions
    - Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR 1000)
    - OMB "Uniform Guidance" 2 CFR 200, adopted by reference
    - Award Terms and Conditions
        - Assistance Listing Number 21.027 (Formerly CFDA Number)

SAM.gov Requirements

All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

Contracts and Subawards to Debarred and Suspended Parties

Pursuant to Code of Federal Regulations 2 CFR Subpart C §200.213, grantees and subrecipients must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement Subrecipient agrees to comply with all relevant codes including 2 CFR Subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, Subrecipient must verify that the person with whom you intend to do business is not excluded or disqualified.

Civil Rights Compliance

Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of

race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Davis-Bacon Act Requirements (If Applicable)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act

The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of $2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. § 5.2(m).
- The $2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds $2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. § 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. § 5.2(j).
- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or

work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally-assisted contract or project. See 29 C.F.R. § 5.2(l).

- Application to Governmental Agencies – Governmental agencies, such as states or their political subdivisions, are not subject to the Davis-Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. § 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. § 4.116; F.A.R. § 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. § 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. §§ 3.5-3.6); and
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over $100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. § 5.5) providing, among other things,

that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH–1321) must be prominently posted at the site of the work. Refer to: www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf.

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF-1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, the recipient should attach the completed SF-1444 form using the "Add File" button. The SF1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. §§ 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. § 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Wilson, Deputy Fire Chief
Co-Submitter:	Emily Markel
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval of Contract: A Cooperative Purchase Contract with PFVT Motors, LLC DBA Peoria Ford for an F150 Pick Up Truck, in the amount of $67,562.10, plus additional fees and taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC DBA Peoria Ford for an F150 Pick Up Truck, in the amount of $67,562.10, plus additional fees and taxes; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This vehicle will be used to support the Flagstaff Fire Department, Wildfire Management Battalion Chief position. Currently, this position does not have a designated vehicle due to necessary logistical moves of his larger unit which was re-purposed as a back-up rescue unit. This vehicle would allow this position to function in both the administrative role and for response to wildfire threats as appropriate. An electric vehicle (EV) was considered, but the ability to run and EV for 10-18 hours straight on a working wildfire incident is currently not an option. Staff did select a V6 Ecoboost motor to better support fuel consumption.

Financial Impact:

Funding for this unit was approved by FLEET committee and is funded in the General Fund, Fire Department FY2023-24 budget in account 001-03-051-0203-2-4401 for $74,000.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community: Provide public safety with resources, staff and training responsive to the community's needs

Environmental Stewardship: Promote, protect and enhance a healthy sustainable environment and its natural resources

Carbon Neutrality Plan

FFD has been unable to purchase an EV vehicle due to the limitations of the current technology. FFD

requires a vehicle that can operate for 12-20 hour stretches of time when assigned and working on wildfire incidents. The purchase was approved by the FLEET committee.

Has There Been Previous Council Decision on This:

N/A

Options and Alternatives:

1. Approve the Cooperative Purchase Contract of the vehicle through the State of Arizona Cooperative;
2. Not approve the Cooperative Purchase Contract and direct staff to solicit formally; or
3. Not approve the Cooperative Purchase Contract at this time.

Background/History:

City Procurement staff identified a cooperative purchase agreement through the State of Arizona, Procurement Department, Public Sector. The State had conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059322-1 with Peoria Ford.

Attachments:

Contract 2023-144
Exhibit A - Quote
Exhibit B 1 - Agency Contract
Exhibit B 2 - Award Letter

COOPERATIVE PURCHASE CONTRACT
Contract No. 2023-144

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and PFVT Motors, LLC a Delaware Limited Liability Corporation DBA Peoria Ford ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Ford vehicles;

B. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059322-1 with Contractor ("Agency Contract"); and

C. Contractor is a dealer as described in the Agency Contract; and

D. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

2023 Ford F150 Crew Cab XLT Flagstaff Fire Department

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided for **sixty-seven thousand five hundred sixty-two dollars and ten cents ($67,562.10) in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for the materials.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

PFVT Motors, LLC DBA Peoria Ford:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
QUOTE # PKE20827 F150 XLT (attached)

EXHIBIT B
AGENCY CONTRACT

1. March 17, 2022, Agency Contract Award Request for Proposal Solicitation No. BPM004157
2. Award Letter to PFVT Motors LLC. DBA Peoria Ford
3. PFVT Motors, LLC DBA Peoria Ford 2022 Pricing

Quote

PFVT MOTORS, INC.
WESLEY BOSWELL
Government Account Team
Direct: 480-696-5930

The City of Flagstaff are co-op members to the Arizona State Contract

Date	5/22/2023
Valid Until	
Contract #	CTR059322-1
PO	

Customer:

Flagstaff and Summit Fire and Medical
Paul Oltrogge
(928)213-2509 Office, (928)637-5427 Cell
poltrogge@flagstaffaz.gov
211 W Aspen Avenue
Flagstaff, AZ 86001

Quote/Project Description

2023 Ford F-150 Crew Cab, 4x4, 3.5 V6 Ecoboost XLT
Stock # PKE20827

Description	Line Total
F-150 PK E20827 2023 F-150 4X4 SUPERCREW EXTERIOR 145" WHEELBASE OXFORD WHITE 3.5L V6 ECOBOOST INTERIOR ELEC TEN-SPEED AUTO W/TOW M BLACK SPORT 40/CONSOLE/40	$62,495.00

EXTERIOR	INTERIOR	FUNCTIONAL	SAFETY/SECURITY
□ DAYTIME RUNNING LAMPS □ EASY FUEL® CAPLESS FILLER □ FOG LAMPS □ FULLY BOXED STEEL FRAME □ HEADLAMPS - AUTO HIGH BEAM □ HEADLAMPS - AUTOLAMP (ON/OFF) □ PICKUP BOX TIE DOWN HOOKS □ POWER TAILGATE LOCK □ REAR PRIVACY GLASS □ TRAILER SWAY CONTROL □ WIPERS- INTERMITTENT	□ DOOR LOCKS - POWER □ DUAL VISOR VANITY MIRRORS □ ILLUMINATED ENTRY □ MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER □ POWERPOINTS - 12V □ TILT/TELESCOPE STR COLUMN	□ AUTO HOLD □ BLIS W/CROSS-TRAFFIC ALERT □ DYNAMIC HITCH ASSIST □ FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM □ LANE-KEEPING SYSTEM □ MYKEY® □ POST-COLLISION BRAKING □ PRE-COLLISION ASSIST W/AEB □ REVERSE BRAKE ASSIST □ REVERSE SENSING AND REAR VIEW CAMERA □ SELECTSHIFT®	□ ADVANCETRAC™ WITH RSC® □ AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT □ AIRBAGS - SAFETY CANOPY® □ CTR HIGH MOUNT STOP LAMP □ PERIMETER ALARM □ SOS POST-CRASH ALERT SYS™ □ TIRE PRESSURE MONIT SYS WARRANTY □ 3YR/36,000 BUMPER / BUMPER □ 5YR/60,000 POWERTRAIN □ 5YR/60,000 ROADSIDE ASSIST □ 8YR/100,000 HYBRID BATTERY

		Line Total
INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 301A 2,230.00 □XLT SERIES □8-WAY POWER DRIVERS SEAT □ELECTRONIC AUTO TEMP CONTROL □SIRIUS XM W/ 360L □SYNC 4 W/ENHANCED VOICE RECOG OPTIONAL EQUIPMENT/OTHER 3.5L V6 ECOBOOST 2,735.00 3.31 ELECTRONIC LOCK RR AXLE 420.00 7050# GVWR PACKAGE CALIFORNIA XLT VALUE PKG REG XLT DIST PKG 301A NO CHARGE 50 STATE EMISSIONS NO CHARGE ONBOARD 400W OUTLET 340.00 AUTO START-STOP REMOVAL - 50.00 CLASS IV TRAILER HITCH XLT SPORT APPEARANCE PACKAGE 2,205.00	275/65R 18 BSW ALL-TERRAIN .18" 6-SPOKE GLOSS BLACK WHEEL WINDOW TINT, 2 ADDITIONAL KEYS 4 TOTAL,DELIVERY	INCLUDED

Special Notes and Instructions

Subtotal		$62,495.00
Sales Tax	8.10%	$5,062.10
Tire Tax	5	$5.00
Extended Warranty		$0.00
Flooring		$0.00
Freight		$0.00
Docs & Registration		$0.00
Total Per Unit		$67,562.10
Quantity of Units		1
PO Total		**$67,562.10**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____
Print Name _____
Date _____

If you have any questions concerning this quote, contact Cliff Kujala

Thank you for your business!

DocuSign Envelope ID: 7AE6D603-F496-4243-9920-A7948B4C771C

ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

PFVT Motors, LLC dba Peoria Ford — Offeror (Company) Name

Signature of Person Authorized to Sign Offer

9130 W Bell Rd — Address

Sandra Gonzalez — Printed Name

1/18/22 — Date

Peoria — City

AZ — State

85382 — Zip

Government Manager — Title

sgonzalez@peoriaford.com — Email Address

480-696-5930 — Phone Number

jmoser@ytaig.com — Company Email Address

NA — Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059322 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:

Procurement Officer

3/10/2022

Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

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

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

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

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

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

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

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

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

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

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

3. Contract Administration and Operation

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

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

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

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

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

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

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

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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

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

4.5.2. Cancel the Contract; or

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

5. Contract Changes

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

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

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

6. Risk and Liability

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

6.2. Indemnification

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

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

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

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

9. Contract Termination

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

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

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

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

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

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

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

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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

FEDERAL PROVISIONS

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
   U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the ”Certification of Final DBE Payments” forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

ADOT
Procurement

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____
Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

DocuSign Envelope ID: 8D202D95-DA9A-4443-8A5B-39D90A8C6480

March 11, 2022

Sandra Gonzalez
Government Manager
PFVT Motors LLC. Dba Peoria Ford
9130 W. Bell Road
Peoria, AZ 85382

Subject: Award of Contract No. CTR059322

Dear Ms. Gonzalez:

Please be advised that your company has been awarded the contract for New Vehicle Purchases as specified in solicitation BPM004157. The executed Offer and Acceptance is attached. The contract is effective March 17, 2022.

The Contract requires verification of insurance be provided prior to commencement of work. Therefore, a certificate of insurance must be submitted in accordance with the requirements stated in the Contract's Special Terms and Conditions, paragraph 21, Insurance Requirements.

The attached Contract Insurance Checklist is provided to ensure that all required forms and endorsements are submitted. The required forms, endorsements and signed checklist must be received no later than March 21, 2022. These documents must be e-mailed to me at TKornell@azdot.gov.

If you have any questions regarding this contract, please contact me at (602) 712- 8520 or via email.

Sincerely,

DocuSigned by:
Thomas Kornell
0692CD9E66B64A8...

Tom Kornell
Senior Procurement Officer

Cc: File

Enclosures (02)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval of Contract: Contract for Professional Audit Services with Heinfeld, Meech & Co., PC in the amount of $423,100.00

STAFF RECOMMENDED ACTION:

1. Approve a Contract for Professional Audit Services with Heinfeld, Meech & Co., PC to perform annual audits of the City's financial records for four (4) years. June 30, 2023 through June 30, 2026, with option to extend for three (3) one (1) year terms, at the annual fees as follows:
    - June 30, 2023: $100,000
    - June 30, 2024: $103,000
    - June 30, 2025: $110,850
    - June 30, 2026: $109,250
2. Authorize the City Manager to execute all documents

Executive Summary:

An annual audit is statutorily required by A.R.S. 9-481. In addition, City Charter (Article VI, Section 5) requires that the City perform an annual financial audit each year. Furthermore, there is a Federal requirement to complete a Single Audit report if a non-federal entity expends $750,000 of more in federal financial assistance, which the City has received.

Our contract with the prior auditor, Clifton Larson Allen, expired with the completion of the audit for the year ending June 30, 2022. No further extensions are available. Per the procurement process, Heinfeld, Meech & Co., PC was the highest scoring firm.

Financial Impact:

The proposed FY 2023-24 budget is $104,740 for audit services fees in the General Fund in account 001-09-402-1314-1-4203 and an additional $8,200 in the Flagstaff Housing Authority accounts for total of $112,940.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance

- Enhance the organization's fiscal stability and increase efficiency and effectiveness
- Encourage public trust through transparency, accessibility and use of the City's public participation policy

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Approve the Contract for Professional Services with Heinfeld, Meech & Co., PC
2. Choose one of the other proposals submitted for the RFP. Cons-potential higher costs associated with the contract and risk of a formal protest from Heinfeld, Meech & Co if we choose the other lower scoring proposal.
3. Do not approve any contract and conduct a new RFP process. Cons-Potential delay in audit service for FY2022-23

Background/History:

An annual audit is statutorily required by ARS 9-481. In addition, the City is required to perform an independent annual financial audit per City Charter Article VI, Section 5 which states:

"Prior to the end of each fiscal year, the Council shall designate an independent Certified Public Accountant, who, as of the end of the fiscal year, shall make up an audit of accounts and other evidence of financial transactions of the City government, and shall submit a long-form report, including recommendations concerning policy and fiscal procedures, to the Council, and to the City Manager. Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the City government or of any of its officers. The accountant shall, within specifications approved by the Council, post-audit the books and documents kept by the City, and any separate or subordinate accounts kept by any other office, department, or agency of the City government."

In addition to financial audit, the City is Federally required to complete a Single Audit based on Federal standards. The City meets this requirement because it expends more than $750,000 in federal financial assistance.

The City's Finance Section invited CPA firms to submit a written proposal in response to Request for Proposals (RFP) to provide audit services to perform annual audits of the City's financial records.

The City is requiring CPA firms to perform an annual audit in accordance with:
1. Generally accepted auditing standards set forth by the American Institute of Certified Public Accountants (AICPA), and the standards for financial audits set forth by the U. S. Government Accountability Office's (GAO) Government Auditing Standards (GAS).
2. The provisions of the Single Audit Act of 1984 and subsequent amendments, and the provisions of U.S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Code of Federal Regulations (CFR) Title 2, Part 200, Subpart F - Audit Requirements.
3. United States Housing and Urban Development (HUD) Uniform Financial Reporting Standards (UFRS) Rule implementing requirements of United States 24 CFR part 5, subpart H.
4. State of Arizona Uniform Expenditure Reporting System (UERS) requirements mandated by A.R.S. §41-1279.07, with guidelines set forth by the Arizona Auditor General.
5. State of Arizona Highway User Revenue Fund (HURF) Expenditure requirements pursuant to A.R.S.

§9-481.
6. State of Arizona Department of Environmental Quality Local Government Financial Test, 40CFR 258.74.
7. Minimum Accounting Standards for Arizona Courts (Part III, Guide for Independent Review by Auditors) every three years beginning with fiscal year ending June 30, 2025.
8. Federal Aviation Administration Passenger Facility Charge Audit Guide for Public Agencies.

Key Considerations:

The City's Purchasing Section conducted a formal competitive Request for Proposals (RFP) for solicitation number 2023-114. The RFP was posted on the City's PlanetBids solicitation platform on April 14, 2023, and advertised in the AZ Daily Sun on April 19th and 26th, 2023. The RFP closed as of 3:00pm May 3, 2023. There were a total of two (2) proposal responses. Based on the scoring results, additional questions were asked of both firms to clarify their proposals and for additional information related to firm and assigned staff's governmental, federal major program and housing authority audit experience. Heinfeld, Meech & Co., PC's aggregate score was the highest scoring Proposer with 488 total points out of 550 total possible points and the evaluation team which consisted of 5 members (4 City Employees and 1 Audit Committee member) determined Heinfeld, Meech & Co., PC to be the most responsible and responsive Proposer whose offer is the most satisfactory and advantageous to the City based on the evaluation criteria outlined in the RFP document as follows:

1. Firm Expertise and Key Staff Experience (35 Points)
2. Specific Audit Approach (35 Points)
3. Pricing (20 Points)
4. Other Services, Exceptions and References (10 Points)
5. Overall Evaluation (10 Points)

Attachments: Cooperative Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 2023-114

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 Heinfeld Meech & Co., P.C., an Arizona corporation ("Consultant").

WHEREAS, the City desires to receive and Consultant is able to provide professional services;

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:

Professional Audit Services

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

2. Standard Terms and Conditions: The City of Flagstaff Standard 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.*

3. 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

4. City Representative: The City Representative is Brandi Suda, Finance Director, or her designee. All communications with 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 Buyer.

5. 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

6. Contract Term: The Contract term is for a period of four (4) years unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from City's issuance of the Notice to Proceed.

7. Renewal: This Contract may be renewed or extended for up to three (3) additional one (1) year term 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

8. Compensation: Consultant shall be paid **four hundred twenty-three thousand one hundred dollars and zero cents ($423,100.00)** for satisfactory performance of the services in accordance with the Scope of Work Fee Schedule identified in *Exhibit A.*

9. 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

10. 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.

11. 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.

12. 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

13. Insurance: Consultant shall meet insurance requirements of the City, set forth in *Exhibit C.*

MISCELLANEOUS

14. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Patrick Brown
Purchasing Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Pbrown@flagstaffaz.gov

To Consultant:
Diane Bradley
Partner
Heinfeld Meech & Company, P.C.
751 E. Pine Knoll Dr., Suite 1201
Flagstaff, AZ 86001
Diane.bradley@hm.cpa

With a copy to:
Brandi Suda
Finance Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Bsuda@flagstgaffaz.gov

With a copy to:
Michael Lauzen
Partner
Heinfeld Meech & Co., P.C.
751 E. Pine Knoll Dr., Suite 1201
Flagstaff, AZ 86001
Michael.lauzen@hm.cpa

(Remainder of Page Intentionally Left Blank)

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

HEINFELD MEECH & COMPANY, P.C.

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

The RFP proposal submitted by Heinfeld Meech & Co., P.C. is hereby incorporated in this scope of work for additional detail to scope of work and fee for the required services.

SCOPE OF WORK

1. AUDIT PROCESS

1.1 The audit will be performed in accordance with:

1.1.1 Generally accepted auditing standards set forth by the American Institute of Certified Public Accountants (AICPA), and the standards for financial audits set forth by the U.S. Government Accountability Office's (GAO) Government Auditing Standards (GAS).

1.1.2 The provisions of the Single Audit Act of 1984 and subsequent amendments, and the provisions of U.S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Code of Federal Regulations (CFR) Title 2, Part 200, Subpart F - Audit Requirements.

1.1.3 United States Housing and Urban Development (HUD) Uniform Financial Reporting Standards (UFRS) Rule implementing requirements of United States 24 CFR part 5, subpart H.

1.1.4 State of Arizona Uniform Expenditure Reporting System (UERS) requirements mandated by A.R.S. §41-1279.07, with guidelines set forth by the Arizona Auditor General.

1.1.5 State of Arizona Highway User Revenue Fund (HURF) Expenditure requirements pursuant to A.R.S. §9-481.

1.1.6 State of Arizona Department of Environmental Quality Local Government Financial Test, 40CFR 258.74.

1.1.7 Minimum Accounting Standards for Arizona Courts (Part III, Guide for Independent Review by Auditors) every three years beginning with fiscal year ending June 30, 2025.

1.1.8 Federal Aviation Administration Passenger Facility Charge Audit Guide for Public Agencies

2. CITY STRUCTURE

2.2 Financial Operations

The City Management Service Director is appointed the City's Treasurer. The City Management Services Department consists of the following functions, along with the approximate number of full-time equivalent positions assigned to each.

Function	Full-Time Equivalent
Management Services Admin	2
Purchasing	7
Finance (Accounting, Budget, Payroll, Accounts Payable)	14.5
Revenue (Sales Tax, Utility Billing, Miscellaneous Billing, Meter Reading, Cashiering)	20
Grants, Contracts and Emergency Management	6

Flagstaff Housing Authority has separate finance staff and financial/compliance software for operations.

2.3 Fund Structure

The City's current fund structure is summarized below, but may change depending on the needs of the City:

Fund Type	Number of Funds	FY 2022 Number of Major Funds	Number with Legally Adopted Annual Budgets
General Fund	1	1	1
Special Revenue Funds	18	2	12
Debt Service Funds	3	0	3
Capital Project Funds	5	0	2
Enterprise Funds	7	4	7
Internal Service Funds	1	0	0

2.4 Federal Financial Assistance

Please refer to our Single Audit Report link located on our website (https://www.flagstaff.az.gov/4826/Annual-Financial-Reports) for the list of federal financial assistance that the City received for the year ended June 30, 2022, and for the past ten years.

2.5 Pension Plans

The City participates in the following pension plans:

Plan	Multiple Employer	
	Cost Sharing	Agent
Arizona State Retirement System	X	
Public Safety Personnel Retirement System (Police and Fire)		X
Elected Officials' Retirement Plan	X	

For more information regarding the above pension plans, please refer to the Retirement and Pension Plans Note C on page 74 in the ACFR for the fiscal year ended June 30, 2022.

2.6 Other Post-Employment Benefits (OPEB)

The City provides eligible retired employees postemployment medical benefits through the City's self-insured health plan until 65 years of age. As of July 1, 2021, there were 54 retirees and their dependents receiving these benefits. The plan is not accounted for as a trust fund as an irrevocable trust fund has not been established for the plan. The plan does issue a separate financial report; more information about other post-employment benefits may be found on page 89, Note C in the June 30, 2022 ACFR.

2.7 Joint Ventures

The City participates in one joint venture with other governments, the Local Enforcement Administrate Facility (LEAF). Other participating governments include Coconino County. This joint venture is for the construction, operation and maintenance of jointly used public safety jail facilities.

2.8 Computer Systems

Following are the applications most significant to the City's annual financial statements:

Application	Software
General Ledger	Innoprise
Accounts Payable	Innoprise
Budget	Innoprise
Fixed Assets	Naviline
Miscellaneous Receivables	Innoprise
Purchasing	Innoprise
Capital Projects	Innoprise
Payroll	Naviline
Work Orders/Fleet	Naviline
Utility Billing	Innoprise
Permits	Innoprise
Court Fines	AzTec
Cash Receipting	Innoprise

Housing Authority specific software	Emphasys
Excel, Word, and other applications	Microsoft Office, Adobe

2.9 City Audit Function

The City audit function is conducted by the Finance Section within the Management Services Division. The principal contact with the City is the Finance Director, who will coordinate the assistance to be provided by the City to the external audit team.

3. CONTRACT REQUIREMENTS

3.1 The City prepares an Annual Comprehensive Financial Report (ACFR). The Auditor is to express an opinion on the fair presentation of the basic financial statements, including the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information in conformity with accounting principles generally accepted in the United States of America.

3.2 The Auditor is required to express an "in relation to" opinion on the fair presentation of the combining and individual fund financial statements and schedules, including the internal service funds, and other supplementary information in conformity with accounting principles generally accepted in the United States of America.

3.3 The ACFR includes the management discussion and analysis and certain schedules as supplementary information required by accounting principles generally accepted in the United States of America. In accordance with generally accepted auditing standards, the Auditor is to apply certain limited procedures during the audit of the basic financial statements, but is not required to express an opinion on the required supplementary information.

3.4 The introductory and statistical sections are not a required part of the basic financial statements. The Auditor is not required to express an opinion on the introductory or statistical sections of the ACFR, but should review the information for consistency with the audited financial statements.

3.5 The Auditor is required to provide an "in relation to" opinion on the schedule of expenditures of federal awards based on auditing procedures applied during the audit of the basic financial statements and certain additional procedures in accordance with applicable auditing standards.

3.6 The Auditor is required to express an opinion on the City's Annual Expenditure Limitation Report (AELR) prescribed by the UERS as required by Arizona Revised Statutes §41-1279.07. This examination is conducted in accordance with AICPA attestation standards.

3.7 The Auditor is required to express an opinion on the City’s State of Arizona Department of Environmental Quality Local Government Financial Test, as required by 40 CFR 258.74.

3.8 The Auditor is required to express an opinion on the City's compliance with the authorized transportation uses of Highway User Revenue Fund (HURF) and other dedicated transportation revenue requirements pursuant to Arizona Revised Statutes § 9-481. This examination is performed in accordance with the AICPA's attestation

standards.

3.9 The Auditor is required to express an "in relation to" opinion on the Financial Data Schedule (FDS) for HUD based on auditing procedures applied during the audit of the basic financial statements and certain additional procedures in accordance with applicable auditing standards.

3.10 The Auditor will, as an agreed-upon procedures engagement under AICPA's attestation standards, compare the electronically submitted financial data in the Real Estate Assessment Center (REAC) staging database to the audited financial reports and the FDS. The Auditor must currently have or have the ability to obtain from HUD the Independent User ID and the Unique IPA Identifier necessary for access to REAC.

4. REPORTS TO BE ISSUED

4.1 Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue:

4.1.1 An independent auditor's report on the fair presentation of the City's financial statements in conformity with accounting principles generally accepted in the United States of America.

4.1.2 An independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of the basic financial statements performed in accordance with Government Auditing Standards.

4.1.3 A complete Single Audit Report including an independent auditor's report on compliance for each major federal program, on internal control over compliance and on the schedule of expenditures of federal awards in accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4.1.4 An independent auditor's report on the fair presentation of the FDS for HUD in relation to the basic financial statements as a whole.

4.1.5 Auditor's letter of recommendations to management.

4.1.6 An independent accountant's report on the AELR prepared in compliance with A.R.S. § 41-1279.07.

4.1.7 An independent accountant's report on compliance with the HURF requirements pursuant to Arizona Revised Statutes Title 28, Chapter 18, Article 2.

4.1.8 An independent accountant's report on the State of Arizona Department of Environmental Quality (ADEQ) Local Government Financial Test, 40 CFR 258.74.

4.1.9 An independent accountant's report on the compliance for the Minimum Accounting Standards (MAS) of the Flagstaff Magistrate Court to satisfy Arizona Supreme Court, Administrative Office of the Courts (AOC) requirements for FY 2025 and three (3) years thereafter.

4.1.10 An independent auditor's report on Compliance with Requirements Applicable to the Passenger Facility Charge Program and on Internal Control over Compliance and Report on the Schedule of Expenditures of Passenger Facility Charges.

5. ADDITIONAL REPORTING

5.1 In the required reports on internal controls, the Auditor shall communicate the significant deficiencies and material weaknesses, as defined in generally accepted auditing standards, including those remediated during the audit. Other deficiencies in internal control that are detected by the Auditor shall be reported in the separate letter of recommendations to management. This letter shall be provided to Finance Director and referred to in the reports on internal controls.

5.2 The reports on compliance shall include all instances of noncompliance.

5.3 The Auditor is required to make an immediate written report to the Finance Director of any irregularities and illegal acts or indications of irregularities or illegal acts of which they become aware.

5.4 Reporting to Council – The Auditor will ensure that the City's Audit Committee is informed of each of the following in the Report to Council:

5.4.1 The Auditor's responsibility under generally accepted auditing standards and Government Auditing Standards

5.4.2 The planned scope and timing of the audit

5.4.3 Qualitative aspects of the City's significant accounting practices

5.4.4 Management judgments and accounting estimates

5.4.5 Significant difficulties encountered in performing the audit

5.4.6 Significant audit adjustments and uncorrected misstatements

5.4.7 Disagreements with management

5.4.8 Management's consultations with other accountants

5.4.9 Significant issues discussed with management, including those in connection with the Auditor's retention

5.4.10 The Auditor will be required to present its communications during the Audit Committee's meetings near the completion of the audit. The Auditor will be required to present and/or make a presentation at a City Council meeting after the audit concludes. This service shall be included in the contract price.

6. SPECIAL CONSIDERATIONS

6.1 The City has determined that HUD will function as the oversight agency in accordance with the Single Audit Act amendments and OMB 2 CFR Subpart F – Audit Requirements.

6.2 The Schedule of Expenditures of Federal Awards (SEFA) and related auditor's report, as well as the reports on internal controls and compliance, AELR, HURF, ADEQ, AOC, PFC's are to be issued separately rather than included in the ACFR.

7. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

7.1 All working papers and reports must be retained, at the Auditor's expense, for a minimum of five (5) years unless the Auditor is notified in writing by the City Auditor of the need to extend the retention period. The Auditor will make working papers available upon request to the following parties or their designees:

7.1.1 The City

7.1.2 U.S. Department of Housing and Urban Development

7.1.3 U.S. Government Accountability Office

7.1.4 The Arizona Auditor General

7.1.5 Auditors of entities of which the City is a sub-recipient of grant funds

7.1.6 Officials designated by the federal or the state governments of which the City is a subrecipient of grant funds or as part of an audit quality review process.

7.2 In addition, the Auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

8. TIME REQUIREMENTS

8.1 Work and Conference Schedule for the Fiscal Year Audit

The following are key dates relating to the City's preparation of the ACFR and the related audit and may be subject to change by mutually negotiated approval during the Contract period.

8.1.1 June

8.1.1.1 Entrance Conference - This Auditor will meet with the City Finance representatives to obtain a preliminary review of the City's operations and to discuss the interim work to be performed. This meeting will also be used to identify key personnel and make arrangements for the Auditor's workspace and other needs. At this meeting, the Auditor will provide a list of the assigned audit staff and their qualifications and the audit schedule with planned dates.

8.1.1.2 Communication with Governance - The Auditor will be available to meet with the City's Audit Committee to discuss the audit scope and timing and other applicable matters if request by the Audit Committee. Any documents to be presented to the Audit Committee will be provided to the City Finance Director at least ten (10) days in advance of the scheduled meeting for inclusion in the Audit Committee's meeting materials.

8.1.1.3 Interim Work - The Auditor may begin interim work during June. Upon completion, the Auditor must provide a progress meeting with the Finance Director and Finance representatives to summarize the results of the interim work and identify the key internal controls or other matters to be tested.

8.1.2 July

Detailed Audit Plan - The Auditor shall provide the Finance Director with a detailed audit plan and a list of all year-end schedules and audit confirmation letters to be prepared by the City.

8.1.3 October

The City will provide a preliminary draft of the financial trial balances. The Auditor will complete fieldwork and provide all recommendations, revisions, and suggestions for improvements to the annual financial reports. The Finance Director or designee will complete final financial statements.

City's ACFR – The City Finance Section will provide a draft of the government-wide financial statements, individual fund and combining fund financial statements, notes, all required supplementary schedules, statistical schedules, Management Discussion & Analysis, and the transmittal letter.

8.2 Work and Conference Schedule for the Fiscal Year Audit- Cont'd

8.2.1 November

Exit Conference - The Auditor will meet with the Finance Director and City representatives to summarize the results of the fieldwork and to review significant findings.

8.2.2 December

Final Reports

The Auditor will provide all recommendations, revisions and suggestions for improvements to the ACFR. The Auditor will provide drafts of all independent Auditor reports and the letter of recommendations as described in "Reports, Schedules, and Statements to be Issued" section (excluding the AELR) to the Finance Director for the City's review.

The Finance Section will complete its revisions to the financial statements and reports. During the revision period, the Auditor should be available to discuss and resolve all issues relating to the financial statements and audit reports.

By the end of month, the Auditor will complete its final review and deliver to the City the signed Auditor's opinion letters for the ACFR, Single Audit Report, internal control, compliance, component units, HUD, PFC, AOC and HURF reports.

Other Reports

The Auditor will provide a draft of the Data Collection Form, SF-FAG for Reporting on Audits of States, Local Governments and Non-Profit Organizations, for the City's

Single Audit requirements to the Finance Section. The Finance Section will complete its review of the draft in two days. The Auditor will submit the Data Collection Form in accordance with OMS Circular A-133 requirements.

Communication with Governance - The Auditor will present the audit results, including any significant findings and recommendations, at an Audit Committee meeting. All completed reports will be provided to the Finance Director at least ten (10) days in advance of the scheduled meeting for inclusion in the Audit Committee's meeting materials.

8.2.3 January

Annual Expenditure Limitation Report

The City shall provide the AELR draft to the Auditor for review.

AELR - The Auditor will provide all recommendations, revisions and suggestions for improvement.

The City shall provide a final AELR to the Auditor and the Auditor will provide the independent accountant's report on the AELR to the Finance Director.

The Auditor will certify the HUD Financial Data Schedule (FDS) and complete the required comparison within the REAC staging database.

8.2.4 February- March

Presentation to Audit Committee

Presentation to City Council

8.3 Date Final Reports are Due

The Auditor shall deliver the final signed reports, and the letter of recommendations to management, to the Finance Director. The following timeline is subject to mutually agreed-upon change.

Report Description	Date
Auditor's report on the City's ACFR	December
Auditor's reports for Single Audit requirements, including reports on internal control over financial reporting and compliance	December
Auditor's letter of recommendations to management if any	December
Auditor's reports on compliance	December
Submit Single Audit Data Collection Form to the Federal Clearinghouse in coordination with City Treasurer's Office	December/January
Report on the Landfill Assurance	January/February

Report on the AELR	January/February
Certify the HUD FDS and related comparison within the Real Estate Assessment Center (REAC) staging database	January/February

All reports will be provided to the Finance Director in electronic form (PDF) identified above.

9. ASSISTANCE TO BE PROVIDED TO THE AUDITOR

9.1 City Finance Section

The City staff and responsible management personnel will be available during the audit to assist the Auditor by providing information, documentation and explanations.

The City Finance Section will prepare the trial balances, all required statements and schedules, and confirmations for the Auditor in accordance with the time requirements in Section 8 of this Contract.

9.2 Information Systems

Personnel will be available to provide systems documentation and explanations. The City will not provide the Auditor with use of City computer equipment, but wireless internet access will be available.

9.3 Work Space and Internet Access

The City will provide the Auditor with reasonable work space and access to the City internet connection. Remote work can also be considered for field work.

10. CORRESPONDENCE

All correspondence from the Auditor to the City pertaining to audit services shall be sent to the Finance Director.

11. LIAISON

The Auditor will provide a primary audit liaison for the Finance Director. The liaison must be capable of coordinating all audit activities with the City and be available to resolve any problems or issues that may arise. The liaison must be available by email, phone and personal contact.

FEE SCHEDULE

The following fees include all out-of-pocket expenses related to the scope of work specified in the City's Request for Proposals.

Service	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Financial Statement Audit (GAS audit)	$75,250	$77,525	$79,900	$82,300
Single Audit	10,000	10,300	10,600	10,900
HUD FDS Report	3,500	3,600	3,700	3,800
Annual Expenditure Limitation Report	3,000	3,100	3,200	3,300
HURF Report	2,500	2,575	2,650	2,725
ADEQ Report	2,250	2,300	2,350	2,425
Triennial Court Review	N/A	N/A	4,750	N/A
FAA Report	3,500	3,600	3,700	3,800
Total	**$100,000**	**$103,000**	**$110,850**	**$109,250**

Hourly Rates for Additional Services:

Our proposed audit fees do not include additional time required for scope expansion due to changes in audit and/or reporting requirements, including GASB Statements issued after the date of this proposal.
Any additional services will be discussed with the City in advance and may be billed at the hourly rates listed below or at a negotiated fixed fee, depending on the nature of the additional work.

Any additional work authorized by the City completed during the first contract year will be billed at the following hourly rates. These hourly rates will be increased 3% annually for any work completed in subsequent contract years.

Principal - $2 80; Manager - $230; Senior - $160; Staff- $120

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

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

IN GENERAL

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

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

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

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

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

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

MATERIALS

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

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

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

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

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

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

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

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

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

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

SERVICES

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

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

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

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

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

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

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

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

INDEMNIFICATION

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

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

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

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

CONTRACT CHANGES

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

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

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

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

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

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

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

EMPLOYEES AND SUBCONTRACTORS

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

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

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

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

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured,

or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

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

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

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

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

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

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

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

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

MISCELLANEOUS

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

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

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

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

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

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

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

67. FORCE MAJUERE:

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

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

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

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

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

70. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C
STANDARD INSURANCE REQUIREMENTS
(Last Updated January 19, 2023)

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

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

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

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

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

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability $2,000,000

   f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. J.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Matt Kakert, IT Operations Manager
Co-Submitter:	Paul Santana
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval of Cooperative Purchase Contract: with Hye Tech Network & Security Solutions LLC in the amount of $129,217.39, in addition to other fees and taxes, for Cisco network equipment, licensing, and support/maintenance for 3 years.

STAFF RECOMMENDED ACTION:

1. Approval of Cooperative Purchase Contract with Hye Tech Network & Security Solutions, LLC in the amount of $129,217.39, in addition to other fees and taxes, for Cisco network equipment, licensing, and support/maintenance for 3 years; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

City IT has continued efforts to decommission all aging equipment from the environment, namely network equipment in the form of switches. This Cooperative Purchase Contract with Hye Tech Network & Security Solutions, LLC, (Hye Tech) will allow for the purchase of equipment and will offer upgrades in term of performance, security, and reliability. The equipment is going to be replaced at numerous locations around the City, with the most impact at all three (3) water treatment plants.

Financial Impact:

There is a one-time cost of $129,217.39, in addition to other fees and taxes. This cost has been budgeted in Information Technology account 001-01-014-0044-1-4301 for FY 2022-23, with budget carried forward to FY2023-24.

Policy Impact:

None.

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

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

Previous Council Decision on This:

None.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with Hye Tech for hardware and associated licensing; or
2. Do not approve this purchase and direct staff how to proceed. If not approved, staff will continue to use their existing network equipment at numerous City facilities that are at or near end of life expectancy.

Background/History:

City IT has been slowly working through the City's inventory of network equipment and upgrading based on priority and impact. Due to the pandemic and supply chain issues, this has been a struggle. This purchase will allow staff to decommission and replace all the aging equipment, which will bring the technology on primary switching equipment within warranty and support coverage; for the first time in recent history. This will allow for less downtime in the environment, as well as fear of equipment failure from staff.

Key Considerations:

The Cooperative Contract Purchase of this hardware, licensing, and support is necessary to continue to provide a high performing and reliable network around the City of Flagstaff network. Purchasing staff is utilizing this cooperative to ensure the best pricing for the City's needs. This purchase will utilize the 1GPA purchasing agreement #22-02PV-08.

Expanded Financial Considerations:

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

Community Benefits and Considerations:

None.

Community Involvement:

None.

Expanded Options and Alternatives:

None.

Attachments: Cooperative Purchase Contract
Exhibit A -Quote
Exhibit B - Agency Contract
Exhibit B - HyeTech contract extension

COOPERATIVE PURCHASE CONTRACT
Contract No. CO-2023-138

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2022 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Hye Tech Network & Security Solutions LLC, an Arizona Limited Liability Company ("Contractor").

RECITALS:

A. Contractor has a Government Purchasing Cooperative Contract 22-02PV-08 via Paradise Valley United School District as the lead agency for 1Goverment Procurement Alliance to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process;

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work, *Exhibit A* and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided shall be **one hundred twenty-nine thousand two hundred seventeen dollars and thirty-nine cents ($129,217.39), in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than $50,000; otherwise City Council approval is required.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B*, attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Special Terms and Conditions: The Scope of Work, attached hereto as *Exhibit A*, contains additional terms and conditions apart from the Agency Contract. The parties agree to those Special Terms and Conditions.

6. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. If applicable, prior to commencing

performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

7. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

8. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

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

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

To Contractor:
Lisa Andrus
10235 S 51st St Suite 120 Phoenix, AZ, 85044
Phone: 602-694-0303
landrus@hyetechnetworks.com

With a copy to:
Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
teddy.callan@flagstaffaz.gov
Phone: 928-213-2275

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CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A
SCOPE OF WORK
(Attached)

1. Hye Tech Network and Security Solutions LLC Quote (10 pages)

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EXHIBIT B
AGENCY CONTRACT

1. Request for Proposal #22-02PV Paradise Valley/IGPA – Agency Contract
2. 2022-2023 Hye Tech Contract Extension

HYE TECH NETWORKS

Quotation

HyeTech Network & Security Solutions, LLC.
10235 S. 51st Street #120
Phoenix, AZ 85044

Bill To:

City of Flagstaff
Bill Ragan
211 W Aspen Ave
Flagstaff, AZ 86001

Ship To:

City of Flagstaff
Bill Ragan
211 W Aspen Ave
Flagstaff, AZ 86001

Date: May 04, 2023
Quotation #: 1217-042A
Customer ID: 1217
Prepared by: Orion Igleheart
Quotation valid until: April 30, 2023
Project Detail: 3560 Replacement
Contract: 1GPA Contract 22-02PV-08

Products - Quote A:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
WS-C3560CX-12PC-S	Cisco Catalyst 3560CX-12PC-S - Switch - managed - 12 x 10/100/1000 (PoE+) + 2 x combo Gigabit SFP - desktop, rack-mountable, DIN rail mountable, wall-mountable - PoE+ (240 W)	---	$3,019.85	$1,509.93	3	$4,529.79
CAB-TA-NA	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	---	$0.00	$0.00	3	$0.00
WS-C3560CX-8PC-S	Cisco Catalyst 3560CX-8PC-S - Switch - managed - 8 x 10/100/1000 (PoE+) + 2 x combo Gigabit SFP - desktop - PoE+ (240 W)	---	$2,523.06	$1,223.68	6	$7,342.08
CAB-TA-NA	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	---	$0.00	$0.00	6	$0.00
C9300-24P-A	Cisco Catalyst 9300 - Network Advantage - switch - L3 - managed - 24 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (445 W)	---	$7,071.41	$3,535.71	1	$3,535.71
CON-SNT-C93002PA	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD	60	$2,535.60	$1,977.77	1	$1,977.77
C9300-NW-A-24	Cisco Network Advantage - Term License	---	$0.00	$0.00	1	$0.00
PI-LFAS-T	Cisco Prime Infrastructure Lifecycle and Assurance - Term License - Cisco Smart Licensing	---	$0.00	$0.00	1	$0.00
PI-LFAS-AP-T-5Y	Cisco Prime Infrastructure Lifecycle and Assurance - Term License (5 years) - 1 device	60	$0.00	$0.00	1	$0.00
D-DNAS-EXT-S-T	Cisco Digital Network Architecture Spaces Extend - Term License Subscription	---	$0.00	$0.00	1	$0.00
D-DNAS-EXT-S-5Y	Cisco Digital Network Architecture Spaces Extend - Term License Subscription (5 years)	60	$0.00	$0.00	1	$0.00
TE-EMBEDDED-T	ThousandEyes Enterprise Agent IBN Embedded - Embedded license - 1 agent	---	$0.00	$0.00	1	$0.00
TE-EMBEDDED-T-5Y	ThousandEyes Enterprise Agent IBN Embedded - Term License (5 years)	60	$0.00	$0.00	1	$0.00
NETWORK-PNP-LIC	Cisco Network Plug-n-Play Connect - License	---	$0.00	$0.00	1	$0.00
C9300-STACK-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	1	$0.00
C9300-SPWR-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	1	$0.00
NM-BLANK-T1	Cisco Type 1 - Blank panel	---	$0.00	$0.00	1	$0.00
C9300-NM-NONE	No Network Module Selected	---	$0.00	$0.00	1	$0.00
SC9300UK9-176	Cisco IOS XE Universal - (v. 17.6) - license	---	$0.00	$0.00	1	$0.00

HYE TECH NETWORKS

Quotation

Products - Quote A:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
PWR-C1-715WAC-P	Cisco Config 1 - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt - for Catalyst 9300 (715 Watt), 9300 (Higher Scale) (715 Watt), 9300L (715 Watt)	---	$0.00	$0.00	1	$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	---	$0.00	$0.00	1	$0.00
CAB-TA-NA	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	---	$0.00	$0.00	1	$0.00
C9300-SSD-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	1	$0.00
PWR-C1-BLANK	Cisco - Power supply slot cover	---	$0.00	$0.00	1	$0.00
TE-C9K-SW	ThousandEyes End User Monitoring - License - 1 user - hosted - for Cisco IOS XE	---	$0.00	$0.00	1	$0.00
C9300-DNA-A-24	Cisco Digital Network Architecture Advantage - Term License - 24 ports	---	$0.00	$0.00	1	$0.00
C9300-DNA-A-24-5Y	Cisco Digital Network Architecture Advantage - Term License (5 years) - 24 ports	60	$3,962.66	$1,981.33	1	$1,981.33
C9300-48P-A	Cisco Catalyst 9300 - Network Advantage - switch - L3 - managed - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (437 W)	---	$11,974.90	$5,987.45	1	$5,987.45
CON-SNT-C93004PA	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD	60	$4,291.00	$3,346.98	1	$3,346.98
C9300-NW-A-48	Cisco Network Advantage - Term License - 48 ports	---	$0.00	$0.00	1	$0.00
PWR-C1-BLANK	Cisco - Power supply slot cover	---	$0.00	$0.00	1	$0.00
TE-C9K-SW	ThousandEyes End User Monitoring - License - 1 user - hosted - for Cisco IOS XE	---	$0.00	$0.00	1	$0.00
C9300-DNA-A-48	Cisco Digital Network Architecture Advantage - Term License - 48 ports	---	$0.00	$0.00	1	$0.00
C9300-DNA-A-48-5Y	Cisco Digital Network Architecture Advantage - Term License (5 years) - 48 ports	60	$7,428.52	$3,714.26	1	$3,714.26
PI-LFAS-T	Cisco Prime Infrastructure Lifecycle and Assurance - Term License - Cisco Smart Licensing	---	$0.00	$0.00	1	$0.00
PI-LFAS-AP-T-5Y	Cisco Prime Infrastructure Lifecycle and Assurance - Term License (5 years) - 1 device	60	$0.00	$0.00	1	$0.00
D-DNAS-EXT-S-T	Cisco Digital Network Architecture Spaces Extend - Term License Subscription - for Catalyst Switches	---	$0.00	$0.00	1	$0.00
D-DNAS-EXT-S-5Y	Cisco Digital Network Architecture Spaces Extend - Term License Subscription (5 years)	60	$0.00	$0.00	1	$0.00
TE-EMBEDDED-T	ThousandEyes Enterprise Agent IBN Embedded - Embedded license - 1 agent	---	$0.00	$0.00	1	$0.00
TE-EMBEDDED-T-5Y	ThousandEyes Enterprise Agent IBN Embedded - Term License (5 years)	60	$0.00	$0.00	1	$0.00
C9300-NM-NONE	No Network Module Selected	---	$0.00	$0.00	1	$0.00
NETWORK-PNP-LIC	Cisco Network Plug-n-Play Connect - License	---	$0.00	$0.00	1	$0.00
SC9300UK9-176	Cisco IOS XE Universal - (v. 17.6) - license	---	$0.00	$0.00	1	$0.00
PWR-C1-715WAC-P	Cisco Config 1 - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt - for Catalyst 9300 (715 Watt), 9300 (Higher Scale) (715 Watt), 9300L (715 Watt)	---	$0.00	$0.00	1	$0.00

HYE TECH NETWORKS

Quotation

Products - Quote A:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
C9300-SPS-NONE	No Secondary Power Supply Selected	---	$0.00	$0.00	1	$0.00
CAB-TA-NA	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	---	$0.00	$0.00	1	$0.00
C9300-SSD-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	1	$0.00
C9300-STACK-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	1	$0.00
C9300-SPWR-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	1	$0.00
NM-BLANK-T1	Cisco Type 1 - Blank panel	---	$0.00	$0.00	1	$0.00
				Subtotal:		**$32,415.37**

Products - Quote B:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
C9300-24P-A	Cisco Catalyst 9300 - Network Advantage - switch - L3 - managed - 24 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (445 W)	---	$7,071.41	$3,252.85	1	$3,252.85
CON-SNT-C93002PA	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD	60	$2,535.60	$1,977.77	1	$1,977.77
C9300-NW-A-24	Cisco Network Advantage - Term License	---	$0.00	$0.00	1	$0.00
PI-LFAS-T	Cisco Prime Infrastructure Lifecycle and Assurance - Term License - Cisco Smart Licensing	---	$0.00	$0.00	1	$0.00
PI-LFAS-AP-T-5Y	Cisco Prime Infrastructure Lifecycle and Assurance - Term License (5 years) - 1 device	60	$0.00	$0.00	1	$0.00
D-DNAS-EXT-S-T	Cisco Digital Network Architecture Spaces Extend - Term License Subscription	---	$0.00	$0.00	1	$0.00
D-DNAS-EXT-S-5Y	Cisco Digital Network Architecture Spaces Extend - Term License Subscription (5 years)	60	$0.00	$0.00	1	$0.00
TE-EMBEDDED-T	ThousandEyes Enterprise Agent IBN Embedded - Embedded license - 1 agent	---	$0.00	$0.00	1	$0.00
TE-EMBEDDED-T-5Y	ThousandEyes Enterprise Agent IBN Embedded - Term License (5 years)	60	$0.00	$0.00	1	$0.00
NETWORK-PNP-LIC	Cisco Network Plug-n-Play Connect - License	---	$0.00	$0.00	1	$0.00
C9300-STACK-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	1	$0.00
C9300-SPWR-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	1	$0.00
NM-BLANK-T1	Cisco Type 1 - Blank panel	---	$0.00	$0.00	1	$0.00
C9300-NM-NONE	No Network Module Selected	---	$0.00	$0.00	1	$0.00
SC9300UK9-176	Cisco IOS XE Universal - (v. 17.6) - license	---	$0.00	$0.00	1	$0.00
PWR-C1-715WAC-P	Cisco Config 1 - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt - for Catalyst 9300 (715 Watt), 9300 (Higher Scale) (715 Watt), 9300L (715 Watt)	---	$0.00	$0.00	1	$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	---	$0.00	$0.00	1	$0.00
CAB-TA-NA	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	---	$0.00	$0.00	1	$0.00
C9300-SSD-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	1	$0.00

HYE TECH NETWORKS

Quotation

Products - Quote B:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
PWR-C1-BLANK	Cisco - Power supply slot cover	---	$0.00	$0.00	1	$0.00
TE-C9K-SW	ThousandEyes End User Monitoring - License - 1 user - hosted - for Cisco IOS XE	---	$0.00	$0.00	1	$0.00
C9300-DNA-A-24	Cisco Digital Network Architecture Advantage - Term License - 24 ports	---	$0.00	$0.00	1	$0.00
C9300-DNA-A-24-5Y	Cisco Digital Network Architecture Advantage - Term License (5 years) - 24 ports	60	$3,962.66	$1,941.70	1	$1,941.70
C9300-48P-A	Cisco Catalyst 9300 - Network Advantage - switch - L3 - managed - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (437 W)	---	$11,974.90	$5,867.70	2	$11,735.40
CON-SNT-C93004PA	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD	60	$4,291.00	$3,346.98	2	$6,693.96
C9300-NW-A-48	Cisco Network Advantage - Term License - 48 ports	---	$0.00	$0.00	2	$0.00
PWR-C1-BLANK	Cisco - Power supply slot cover	---	$0.00	$0.00	2	$0.00
TE-C9K-SW	ThousandEyes End User Monitoring - License - 1 user - hosted - for Cisco IOS XE	---	$0.00	$0.00	2	$0.00
C9300-DNA-A-48	Cisco Digital Network Architecture Advantage - Term License - 48 ports	---	$0.00	$0.00	2	$0.00
C9300-DNA-A-48-5Y	Cisco Digital Network Architecture Advantage - Term License (5 years) - 48 ports	60	$7,428.52	$3,639.97	2	$7,279.94
PI-LFAS-T	Cisco Prime Infrastructure Lifecycle and Assurance - Term License - Cisco Smart Licensing	---	$0.00	$0.00	2	$0.00
PI-LFAS-AP-T-5Y	Cisco Prime Infrastructure Lifecycle and Assurance - Term License (5 years) - 1 device	60	$0.00	$0.00	2	$0.00
D-DNAS-EXT-S-T	Cisco Digital Network Architecture Spaces Extend - Term License Subscription - for Catalyst Switches	---	$0.00	$0.00	2	$0.00
D-DNAS-EXT-S-5Y	Cisco Digital Network Architecture Spaces Extend - Term License Subscription (5 years)	60	$0.00	$0.00	2	$0.00
TE-EMBEDDED-T	ThousandEyes Enterprise Agent IBN Embedded - Embedded license - 1 agent	---	$0.00	$0.00	2	$0.00
TE-EMBEDDED-T-5Y	ThousandEyes Enterprise Agent IBN Embedded - Term License (5 years)	60	$0.00	$0.00	2	$0.00
C9300-NM-NONE	No Network Module Selected	---	$0.00	$0.00	2	$0.00
NETWORK-PNP-LIC	Cisco Network Plug-n-Play Connect - License	---	$0.00	$0.00	2	$0.00
SC9300UK9-176	Cisco IOS XE Universal - (v. 17.6) - license	---	$0.00	$0.00	2	$0.00
PWR-C1-715WAC-P	Cisco Config 1 - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt - for Catalyst 9300 (715 Watt), 9300 (Higher Scale) (715 Watt), 9300L (715 Watt)	---	$0.00	$0.00	2	$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	---	$0.00	$0.00	2	$0.00
CAB-TA-NA	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	---	$0.00	$0.00	2	$0.00
C9300-SSD-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	2	$0.00
C9300-STACK-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	2	$0.00
C9300-SPWR-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	2	$0.00
NM-BLANK-T1	Cisco Type 1 - Blank panel	---	$0.00	$0.00	2	$0.00

HYE TECH NETWORKS

Quotation

Products - Quote B:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
PWR-C1-715WAC-P=	Cisco Config 1 - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt - for Catalyst 9300 (715 Watt), 9300 (Higher Scale) (715 Watt), 9300L (715 Watt)	---	$1,478.61	$724.52	6	$4,347.12
NO-POWER-CORD	No Power Cord Chosen	---	$0.00	$0.00	6	$0.00
C9300-NM-8X=	Cisco Catalyst 9300 Series Network Module - Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300	---	$3,128.17	$1,532.80	2	$3,065.60
TRN-CLC-001	Cisco Learning Credits - pre-purchasing training funds unit (pack of 100)	12	$10,000.00	$0.00	1	$0.00
					Subtotal:	**$40,294.34**

Products - Quote C:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
C9300-24P-A	Cisco Catalyst 9300 - Network Advantage - switch - L3 - managed - 24 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (445 W)	---	$7,071.41	$3,182.13	3	$9,546.39
CON-SNT-C93002PA	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD	60	$2,535.60	$1,977.77	3	$5,933.31
C9300-NW-A-24	Cisco Network Advantage - Term License	---	$0.00	$0.00	3	$0.00
PI-LFAS-T	Cisco Prime Infrastructure Lifecycle and Assurance - Term License - Cisco Smart Licensing	---	$0.00	$0.00	3	$0.00
PI-LFAS-AP-T-5Y	Cisco Prime Infrastructure Lifecycle and Assurance - Term License (5 years) - 1 device	60	$0.00	$0.00	3	$0.00
D-DNAS-EXT-S-T	Cisco Digital Network Architecture Spaces Extend - Term License Subscription	---	$0.00	$0.00	3	$0.00
D-DNAS-EXT-S-5Y	Cisco Digital Network Architecture Spaces Extend - Term License Subscription (5 years)	60	$0.00	$0.00	3	$0.00
TE-EMBEDDED-T	ThousandEyes Enterprise Agent IBN Embedded - Embedded license - 1 agent	---	$0.00	$0.00	3	$0.00
TE-EMBEDDED-T-5Y	ThousandEyes Enterprise Agent IBN Embedded - Term License (5 years)	60	$0.00	$0.00	3	$0.00
NETWORK-PNP-LIC	Cisco Network Plug-n-Play Connect - License	---	$0.00	$0.00	3	$0.00
C9300-STACK-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	3	$0.00
C9300-SPWR-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	3	$0.00
NM-BLANK-T1	Cisco Type 1 - Blank panel	---	$0.00	$0.00	3	$0.00
C9300-NM-NONE	No Network Module Selected	---	$0.00	$0.00	3	$0.00
SC9300UK9-176	Cisco IOS XE Universal - (v. 17.6) - license	---	$0.00	$0.00	3	$0.00
PWR-C1-715WAC-P	Cisco Config 1 - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt - for Catalyst 9300 (715 Watt), 9300 (Higher Scale) (715 Watt), 9300L (715 Watt)	---	$0.00	$0.00	3	$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	---	$0.00	$0.00	3	$0.00
CAB-TA-NA	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	---	$0.00	$0.00	3	$0.00
C9300-SSD-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	3	$0.00

HYE TECH NETWORKS

Quotation

Products - Quote C:

Part	Description	Term	List Price	Unit Price	Qty	Ext. Price
PWR-C1-BLANK	Cisco - Power supply slot cover	---	$0.00	$0.00	3	$0.00
TE-C9K-SW	ThousandEyes End User Monitoring - License - 1 user - hosted - for Cisco IOS XE	---	$0.00	$0.00	3	$0.00
C9300-DNA-A-24	Cisco Digital Network Architecture Advantage - Term License - 24 ports	---	$0.00	$0.00	3	$0.00
C9300-DNA-A-24-5Y	Cisco Digital Network Architecture Advantage - Term License (5 years) - 24 ports	60	$3,962.66	$1,822.82	3	$5,468.46
C9300-48P-A	Cisco Catalyst 9300 - Network Advantage - switch - L3 - managed - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+ (437 W)	---	$11,974.90	$5,508.45	2	$11,016.90
CON-SNT-C93004PA	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD	60	$4,291.00	$3,346.98	2	$6,693.96
C9300-NW-A-48	Cisco Network Advantage - Term License - 48 ports	---	$0.00	$0.00	2	$0.00
PWR-C1-BLANK	Cisco - Power supply slot cover	---	$0.00	$0.00	2	$0.00
TE-C9K-SW	ThousandEyes End User Monitoring - License - 1 user - hosted - for Cisco IOS XE	---	$0.00	$0.00	2	$0.00
C9300-DNA-A-48	Cisco Digital Network Architecture Advantage - Term License - 48 ports	---	$0.00	$0.00	2	$0.00
C9300-DNA-A-48-5Y	Cisco Digital Network Architecture Advantage - Term License (5 years) - 48 ports	60	$7,428.52	$3,491.40	2	$6,982.80
PI-LFAS-T	Cisco Prime Infrastructure Lifecycle and Assurance - Term License - Cisco Smart Licensing	---	$0.00	$0.00	2	$0.00
PI-LFAS-AP-T-5Y	Cisco Prime Infrastructure Lifecycle and Assurance - Term License (5 years) - 1 device	60	$0.00	$0.00	2	$0.00
D-DNAS-EXT-S-T	Cisco Digital Network Architecture Spaces Extend - Term License Subscription - for Catalyst Switches	---	$0.00	$0.00	2	$0.00
D-DNAS-EXT-S-5Y	Cisco Digital Network Architecture Spaces Extend - Term License Subscription (5 years)	60	$0.00	$0.00	2	$0.00
TE-EMBEDDED-T	ThousandEyes Enterprise Agent IBN Embedded - Embedded license - 1 agent	---	$0.00	$0.00	2	$0.00
TE-EMBEDDED-T-5Y	ThousandEyes Enterprise Agent IBN Embedded - Term License (5 years)	60	$0.00	$0.00	2	$0.00
C9300-NM-NONE	No Network Module Selected	---	$0.00	$0.00	2	$0.00
NETWORK-PNP-LIC	Cisco Network Plug-n-Play Connect - License	---	$0.00	$0.00	2	$0.00
SC9300UK9-176	Cisco IOS XE Universal - (v. 17.6) - license	---	$0.00	$0.00	2	$0.00
PWR-C1-715WAC-P	Cisco Config 1 - Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 100-240 V - 715 Watt - for Catalyst 9300 (715 Watt), 9300 (Higher Scale) (715 Watt), 9300L (715 Watt)	---	$0.00	$0.00	2	$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	---	$0.00	$0.00	2	$0.00
CAB-TA-NA	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200, 9300	---	$0.00	$0.00	2	$0.00
C9300-SSD-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	2	$0.00
C9300-STACK-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	2	$0.00
C9300-SPWR-NONE	Cisco - Configuration option - for Catalyst 9300	---	$0.00	$0.00	2	$0.00
NM-BLANK-T1	Cisco Type 1 - Blank panel	---	$0.00	$0.00	2	$0.00

Subtotal:	**$45,641.82**

Quote Summary	Amount
Products - Quote A:	$32,415.37
Products - Quote B:	$40,294.34
Products - Quote C:	$45,641.82
Subtotal:	**$118,351.53**
Estimated Tax:	**$10,865.86**
Total:	**$129,217.39**

HYE TECH
NETWORKS

Quotation

Terms & Conditions:

Invoicing & Payment

Unless otherwise stated in an SOW, exhibit, or definitive agreement, Hye Tech shall invoice Customer on a project basis. Customer shall pay Hye Tech within thirty (30) calendar days from the date of invoice for any of the Services and expenses provided or incurred hereunder. Hye Tech may charge Customer interest and late fees on any overdue and unpaid portion of the Fees in an amount equal to one and one half percent (1.5%) per month. All payments shall be made in U.S. dollars. In the event Customer disputes any Fees, Customer shall pay any undisputed portion of the invoice containing the disputed Fees.

Suspension

In the event of non-payment of any Fees or other fees payable within forty-five (45) days from the date of invoice, HT may, in addition to any other rights and remedies it may have, suspend Customer's access to the Products and Services.

The following is a Cooperative Solicitation, released via Paradise Valley Unified School District as the lead agency for 1Government Procurement Alliance:

Request for Proposal #22-02PV
Technology and Audio/Visual Solutions

Proposal Due Date and Time: September 23, 2021 at 1:00 PM Arizona Time

RFP Opening Location: Paradise Valley Unified School District – Lead Agency
15002 N. 32nd Street
Phoenix, Arizona 85032

Electronic Submittals: ProcureNow – https://secure.procurenow.com/portal/1GPA
See enclosed information for submittal instructions.

Last Day for Questions: September 10, 2021

In accordance with the Arizona procurement code and rules, Competitive Sealed Proposals for the materials or services specified will be received electronically by the 1GPA lead agency, via ProcureNow, until the time and date cited. Proposals received by the correct time and date shall be opened, via ProcureNow, and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Proposal shall remain confidential until award is made. Late solicitations shall not be considered.

To be considered, solicitations shall be submitted electronically via ProcureNow, https://secure.procurenow.com/portal/1GPA. Submittal instructions for ProcureNow can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted via ProcureNow located at https://secure.procurenow.com/portal/1GPA. To receive email notification when answers are posted on ProcureNow, please click the "Follow" button. Inquiries may also be submitted directly to Rebecca Seifert, Procurement Specialist for 1GPA, at rseifert@1GPA.org.

Jill Barragan
Jill Barragan, Assistant Superintendent of Business Operations
Paradise Valley Unified School District (PVUSD)

Christy Knorr
Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Date Issued: August 18, 2021

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, **Click Here** to be re-directed to 1GPA website available at:
http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

A complete list of definitions can be in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Proposal.

"Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Solicitation.

"Offeror" means a person submitting a Proposal in response to a Request for Proposals

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Qualification ("RFQ").

"Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

UNIFORM INSTRUCTIONS TO OFFERORS

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be submitted via ProcureNow or directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this RFP should be submitted in writing through September 10, 2021, by 5:00 p.m. Responses and amendments/addenda to this RFP, if necessary, are scheduled to be issued by September 16, 2021 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this RFP shall be directed to Rebecca Seifert, Procurement Specialist at rseifert@1gpa.org or submitted via the ProcureNow portal located at https://secure.procurenow.com/portal/1GPA.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead District Personnel.

E. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Proposal Opening:** Proposals shall be electronically submitted via ProcureNow prior to the specified due date and time. Proposals shall be opened immediately following the proposal due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.

G. **Time Stamp**: Proposals will be time stamped when received by ProcureNow. Proposals will be accepted up to but no later than the time indicated in the RFP. Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before proposal due date and time to begin the uploading process and to finalize your submission.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Proposal Preparation**

A. **Forms** - A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections** - The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted to by 1GPA.

E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

F. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.

H. **Provision of Tax Identification Numbers** - Offerors are required to provide their Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions
8. Uniform Instructions to Offerors.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Proposal**

A. **Proposal Submission** - Each Proposal shall be submitted electronically to ProcureNow by the due date and time at https://secure.procurenow.com/portal/1GPA. Submittal instructions for ProcureNow can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than ProcureNow.

B. **Proposal Amendment or Withdrawal** - An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.

C. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

D. **Certification** - By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and

8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002; and

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.

C. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.

D. **Disqualification** - The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Proposal Acceptance Period** - An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).

F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Proposals or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA and the Lead Agency with authorized signatures on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the 1GPA/lead agency representative, Jill Barragan, Assistant Superintendent of Business Operations.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA or lead agency makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing**

A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

C. **Cooperative Purchasing Contracts** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFP is Paradise Valley Unified School District.

2. **Contract Interpretation**

A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. **Relationship of Parties** - Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.

E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

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

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing** - The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: maiken@1gpa.org.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.

B. **Billings** - Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** - Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

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

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

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

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Contractual Remedies**

1. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

2. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

3. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with R7-2-1087(H).

D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

F. **Cancellation for Non-Performance or Contractor Deficiency** - 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a Member's purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation** - Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

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

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

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

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.

I. **Boycott of Israel –** Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **2CFR Section 200 (EDGAR) –** When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting proposals must complete the 2CFR 200 Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on December 8, 2021 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENTION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **CONTRACT TYPE**: The term contract shall be a percent-of-discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

5. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s) and Best and Final Offer(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals. If a firm submitting a Proposal requires 1GPA and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the Proposal. Partial Offers will be considered.

6. **VENDOR CONTRACT DOCUMENTS:** 1GPA will review proposed vendor contract documents. Vendor's contract document shall not become part 1GPA's contract with vendor unless and until an authorized representative of 1GPA reviews and approves it.

7. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the Member and Contractor. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.

8. **PROPOSAL ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, the Lead Agency requires a Proposal in response to this Solicitation to be valid and irrevocable for 90 days after the opening time and date.

9. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.

10. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through ProcureNow. Submittal instructions for ProcureNow are found on the last page of this document under Exhibit A.

11. **TIME STAMP**: Proposals will be time stamped when received by ProcureNow. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before proposal due date and time to begin the uploading process and to finalize your submission.

SPECIAL TERMS AND CONDITIONS

12. **AWARD**: Award(s) will be made to the responsive and responsible Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous to 1GPA for its Members based on the factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal. The procurement file shall contain the basis on which the award is made.

13. **DISCUSSIONS**: In accordance with R7-2-1047, after the initial receipt of Proposals, 1GPA reserves the option to conduct discussions with those Offerors who submit Proposals determined by 1GPA to be reasonably susceptible of being selected for award. Discussions may be conducted to assure full understanding of the Proposal in order to obtain the most advantageous contract for 1GPA Members.

14. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, 1GPA shall issue a written request for Best and Final Offers pursuant to R7-2-1048. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.

15. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts may be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of the 1GPA Members. Offeror should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA. **Offerors are not required to propose on all items specified in this Request for Proposal.**

16. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

17. **PRICING:** Contract pricing must be based upon:
1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price
3) A combination of the above

18. **COMBINATION PRICING:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

19. **DISCOUNTS:** Discount offers must clearly identify the minimum percent-of-discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. There will be no reduction to the minimum discount(s) during the term of contract.

20. **PRICING:** 1GPA is requesting a Catalog Discount contract to successfully obtain a full line of technology and audio/video solutions. The awarded vendor shall provide coverage in all areas listed herein. These areas shall be used in evaluating the catalog discount percent off of all other items listed in the Offeror's catalog or published price lists. The manufacturer's price list and catalog must be a formally published list for general distribution. The minimum discount percentage shall

remain firm for the term of the contract and shall be provided on the Excel Cost Form where indicated for each of the manufacturers listed.

21. **PRICE ADJUSTMENT FOR DISCOUNT PRICING:** Revised published price lists, and/or catalogs may be submitted for review throughout the term of the contract. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members. Revised published price lists and/or catalogs will not become effective until approved by 1GPA. Contractor must hold the price list(s) firm for the first 12 months of the contract unless market fluctuations occur that are beyond the Contractor's foreseeable knowledge or control at which time a fully documented request to submit new price lists and/or catalogs may be submitted.

22. **PRICE ADJUSTMENT FOR FIXED PRICING:** 1GPA may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process unless market fluctuations occur that are beyond the Contractor's foreseeable knowledge or control at which time a fully documented request to submit new pricing may be submitted. 1GPA shall determine whether the requested price increase or an alternate option is in the best interest of the Members. Price increases, if any, shall not exceed the Federal CPI.

23. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

24. **VOLUME DISCOUNTS:** The awarded vendor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers allowed to purchase under the Contract.

25. **TRAVEL EXPENSE REIMBURSEMENT:** Vendor shall be responsible for travel arrangements and expenses. Travel expenses may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website: https://www.gsa.gov/travel/plan-book/per-diem-rates.

26. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All request are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.

27. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be approximately $50,000,0000 annually. A current list of 1GPA Members may be found at:

    https://www.dropbox.com/s/up7bc18a4bosbun/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

    1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

28. **SHIPPING TERMS:** Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed to the Member's location as indicated under the "Other Fees" tab of the Cost Form. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. 1GPA Members will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.

SPECIAL TERMS AND CONDITIONS

29. DELIVERY: Delivery is desired within thirty (30) days of receipt of purchase order. Any outstanding items delivered after this date may be canceled and deleted from the purchase order. Offeror shall be responsible for delivery of items in good condition at point of destination, and return of all items that do not meet specifications. Offeror shall file with carrier all claims for breakage, imperfections and losses, which will be deducted from invoices. The receiving Member will report to the successful Offeror when packages are not received in good condition.

30. PROTECTION OF MEMBERS: The Offeror shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Offeror shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

31. BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Proposal by any vendor but is only enumerated in order to advise potential offerors of the requirements of 1GPA. Any Proposal which proposes like quality, design or performance will be considered.

32. NEW EQUIPMENT: All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.

33. DEFECTIVE PRODUCTS: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor.

34. EQUIPMENT AND PRODUCT RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agency Member Representative.

35. SAFETY STANDARDS: All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

36. RESPONSIBILITY OF OFFERORS: Factors to be considered in determining if a Offeror is responsible may include:

A. The Offeror's financial, material, personnel and other resources, including subcontractors;
B. The Offeror's record of performance and integrity.
C. Whether the Offeror has been debarred or suspended;
D. Whether the Offeror is qualified legally to contract with a public entity; and
E. Whether the Offeror supplied all necessary information concerning its responsibility.

37. LICENSES AND CERTIFICATIONS: Contractor shall maintain in current status all federal, state and local licenses, certifications and permits required by the operation of the business conducted by the contractor.

38. INSPECTION: Each job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.

39. DAMAGES: The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The offeror shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

40. CLEAN UP: The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

41. WARRANTY: All workmanship shall be warranted for a minimum of one year from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project. All products and equipment offered shall be covered by the manufacturer's standard warranty.

42. BILLINGS: All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

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

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFP. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability-Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   General Aggregate - $2,000,000
   Products-Completed Operations Aggregate - $1,000,000
   Personal and Advertising Injury - $1,000,000
   Each Occurrence - $1,000,000
   The policy shall be endorsed to include the following additional insurance language: 1GPA member is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) $1,000,000.
   The policy shall be endorsed to include the following additional insured language: 1GPA member is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

4. Property Insurance
   Contractor's awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

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

The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

The Contractor's insurance coverage shall include Technology or Cybersecurity Liability insurance with a minimum of $1,000,000 per claim and $2,000,000 aggregate. Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of services, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

The Contractor's insurance coverage shall provide proof of and maintain Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Coverage of $1,000,000 per injury if applicable.

Insurance may be arranged in any configuration the Contractor chooses so long as the coverages are not less than the values stated above. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names 1GPA as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

44. DATA, INFORMATION AND RECORDS SECURITY AND PRIVACY: Contractor agrees to comply with all applicable laws and regulations regarding data, information and records security and privacy all of which are incorporation herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (A.R.S.) §18-552 et seq – Notification of Security System Breaches; A.R.S. §44-7601 et seq – Discarding and Disposing of Records Containing Personal Identifying Information; Family Educational Rights and Privacy Act (FERPA); Protection of Pupil Rights Amendment (PPRA); Health insurance Portability and Accountability Act of 1996 (HIPPA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable federal, state and local regulations relating to confidentiality of student records; and any other federal and/or state law governing the privacy of personally identifiable information

45. OFFEROR'S EMPLOYEES: Offeror agrees that the individuals provided to 1GPA or Member on a temporary basis are Offeror's, not 1GPA's or Member's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Offeror or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Offeror to provide services exclusively to 1GPA and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Offeror's employees.

Offeror agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

46. FINGERPRINT & BACKGROUND CHECKS: 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

47. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

SCOPE OF WORK

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to establish long-term contracts with qualified firms to supply a full range of technology and audio/visual products and services for 1GPA Members as specified within this solicitation. Hardware, software, audio/visual equipment, consulting and managed services, installation, training, maintenance, repair and other related products and services may be included under the resultant contract.

2. **BACKGROUND:** 1GPA is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

   The Paradise Valley Unified School District (PVUSD) is one of the largest employers in the north valley with approximately 3,800 employees. The current student population is approximately 30,410. PVUSD consists of five high schools, seven middle schools, 28 elementary schools, one K-8 school, two alternative schools, one comprehensive online school and six administrative support sites. PVUSD covers approximately 98-square miles of northeast Phoenix and north Scottsdale in an area bounded by 7th Avenue and Pima Road, and Northern Avenue and Jomax Road. **This solicitation is issued on behalf of 1GPA Members nationwide.** Following contract award, PVUSD will select the awarded vendor(s) that best meet the needs of the District. The items listed under this Scope of Work may or may not apply to the specific needs of PVUSD.

   This contract will replace contract 16-11PV Technology and AV Solutions upon its expiration on December 8, 2021.

3. **SCOPE OF WORK:** The scope of work for this solicitation includes an extensive and comprehensive array of technology and audio/visual products and services as outlined herein. The items listed below are examples of the products and services needed, however are not intended to be a comprehensive list. The contract will include any related products and services. Offerors are not required to offer products and services in every category listed below to be considered for a contract award.

CATEGORY 1: HARDWARE AND EQUIPMENT ***may include but is not limited to:***	
Tablets	Servers
Desktops	Laptops
Networking Products	Accessories and Peripherals
Cameras, Microphones and Speakers	Printers, Scanners and Fax Machines
Monitors	Charging Stations
Software Typically Included with Hardware (Microsoft Office, Adobe Acrobat Professional, antivirus software, etc.)	
CATEGORY 2: SOFTWARE ***(does not include educational software) may include but is not limited to:***	
Application Life Cycle Management	Big Data Analytics
Business Service Management	Information Governance
Cloud Solutions (AWS, Google Cloud, Azure, etc.)	Mobile Solutions
IT Service Management	Software-Defined Data Center
Operations Management	Data Warehousing

SCOPE OF WORK

CATEGORY 3: AUDIO/VISUAL ***may include but is not limited to:***	
Audio Solutions • Acoustic Materials • Audio Players/Recorders • Listening Centers • Sound Systems • PA Systems • Portable Sound Systems	Presentation & Displays • Document Cameras • Projectors • Screens • Video Walls • Interactive Whiteboards • Large-Format Displays • Touchscreen Displays
Production & Lighting Equipment • Audio • Recording • Video/Camcorders • Digital Cameras • Stage Lighting • Portable Lighting • Control Systems • Drones	Signal Management • Radio Frequency • Meters • Monitoring
TV Entertainment • Digital Media Receivers (Roku, Fire Stick, DVD, etc.) • Gaming • Televisions • Media Players • Theater Projectors	Accessories • Microphones • Headphones and Earbuds • A/V Lifts • Cables • Carts • Lecterns • Mounts

CATEGORY 4: CONSULTING AND MANAGED SERVICES ***may include but is not limited to:***	
Consulting and Managed services include all disciplines within a typical information technology department. These types of services may include, but are not limited to:	
Technical Consulting	Asset Management
Managed IT Services	Pre-Implementation Design
Factory Integration (Software or Equipment)	Training and Certification Services
Disaster Recovery Planning and Support	Performance Oversite
Need Analysis and Consultation	

CATEGORY 5: INSTALLATION, TRAINING, MAINTENANCE, REPAIR AND SERVICES ***may include but is not limited to:***
The awarded vendor(s) should provide installation, training, maintenance and repair services as applicable. All work performed shall meet the highest industry standards. Technicians shall hold the appropriate licenses and/or certifications necessary to ensure full compliance with manufacturer's warranty requirements where applicable. Services may include but are not limited to:.

Equipment Operation Training	Installation and De-Installation Services
Warranty Services, Extended Warranties and Related Service Coordination	Equipment Maintenance and Repair
On-Call Technical Support	Recycling/Disposal Services (includes proper destruction of electronic files/total hardware wipe-outs)
Troubleshooting	

4. **EQUIPMENT RENTAL:** Rental options may be offered for the acquisition of hardware and audio/visual equipment. Supplemental rental agreements will be negotiated between the vendor and the 1GPA Member directly (see Special Terms and Conditions #7 on page 19).

5. **ONLINE CATALOG:** The vendor should offer an online catalog of products for Member ease and convenience. The website should be unique to the Member and password protected. Desired features include but are not limited to:

   5.1 Available 24 hours per day, 7 days per week

   5.2 Allows for multiple users with unique login information and customized permissions (view only, order hold, order submit, etc.)

   5.3 Ability to search products by name, manufacturer number and/or drop-down commodity lists

   5.4 Ability to build standard carts or favorites lists

   5.5 Reflects current price lists and 1GPA contract pricing

   5.6 Offers purchase approval routing capabilities

   5.7 Ability to accept multiple payment forms

   5.8 Ability to view account history that includes order status, invoice and payment history and various purchase reports such as history and frequently purchased items.

6. **OTHER PRODUCTS AND SERVICES:** Any other related products and/or services available not specifically listed in the scope of work that provides an added benefit for 1GPA Members.

EVALUATION CRITERIA

Representatives of 1GPA will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of 1GPA and its Members and satisfy the requirements of the RFP. 1GPA may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, 1GPA reserves the option to enter into discussions on pricing and/or other portions of the proposal and may request Best and Final offers if it is determined to be in 1GPA 's own best interest. However, offering firms are cautioned that 1GPA may proceed with an award on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best and Final offers.

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

A. Cost (300 points possible) - Overall pricing offered across the country will be considered.

B. Overall Program Offered (275 points possible) – Overall range of products and services and the ability to meet the needs of the Members. Demonstrated understanding of the scope and work required and the ability of the Contractor to deliver quality products and/or services in a timely and professional manner may also be considered. This may include but is not limited to the method of approach, e-commerce abilities, shipping and distribution facilities, installation, service and ongoing maintenance program, training and customer support.

C. Experience, Expertise and Qualifications (250 points possible) – Experience, expertise and qualifications of the firm and key personnel in providing required products and/or services. Previous experience with similar or like services as outlined in this RFP is also considered.

D. Value-Add Services Offered and Marketing Plan (125 points possible) - Other related products or services that add value to the 1GPA Members utilizing the contract offered at little or no cost, the ability to serve a national member base and the Offeror’s marketing plan.

E. Responsiveness (50 points possible) – Overall responsiveness of the proposal and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

SUBMITTAL REQUIREMENTS

ELECTRONIC SUBMITTAL - REQUIRED: An electronic submission is required. The electronic submission is to be uploaded online through ProcureNow. Submittal instructions for ProcureNow are found on the last page of this document under Exhibit A.

Proposals will be time stamped when received by ProcureNow. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before proposal due date and time to begin the uploading process and to finalize your submission.

PROPOSAL FORMAT

Each proposal should be submitted on the forms and in the format specified in the RFP. The material should be in sequence and related to the RFP. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information **in the same order** as listed below:

SECTON 1: GENERAL INFORMATION

1.1 Provide a letter of interest and statement signed by the authorized individual indicating the full and complete understanding of the requirements of the Scope of Work detailed within this RFP and the ability of the firm to comply with all terms, requirements and conditions of the resultant contract.

1.2 Provide the name and contact information including phone number and email address for any inquiries regarding the proposal.

SECTION 2: COST

2.1 Confirm your firm's understanding that 1GPA's 1% administration fee shall be included in the net price. Contractor shall not add the administration fee to approved contract prices.

2.2 Complete the Excel Cost Form as per instructions therein. Include fixed prices or minimum discounts for the manufacturers/items specifically listed as indicated. Add fixed prices or discount information for any related products or services not specifically listed. The Excel Cost Form will be uploaded to ProcureNow as a separate document from the proposal.

2.3 Extended Warranty and Maintenance Programs: Provide fee schedules or fee calculations for any extended warranty or maintenance programs offered.

2.4 Discounts and Incentives: Provide a list of any other discounts or incentives your firm will offer 1GPA Members such as discounts for early invoice payments, volume discounts, etc.

SECTION 3: PROGRAM OFFERED

Note: Vendors are not required to respond to all Scope of Work items to be considered for contract award. If any of the items listed in this section do not apply to your business, please indicate so with "N/A".

3.1 Confirm your firm's understanding of the Cooperative Purchasing Program and how you will comply with the contract administration requirements of 1GPA. Describe your process for volume tracking and reporting to 1GPA.

3.2 Provide a detailed description of your firm's proposed method of satisfying the requirements of Scope of Work (pages 26 – 28) for the applicable items listed below. If an item does not apply to your business indicate so with N/A:

- Category 1: Hardware and Equipment (page 26)
- Category 2: Software (page 26)
- Category 3: Audio/Visual (pages 26-27)
- Category 4: Consulting and Managed Services (page 27)
- Category 5: Installation, Training, Maintenance, Repair and Services (pages 27-28)
- Equipment Rental (page 28)
- Online Catalog (page 28)
- Other Products and Services (page 28)

3.3 Describe what products and services may be unique to your firm and would be a benefit to Members of 1GPA.

3.4 In regard to Maintenance/Repair Services (if applicable):

3.4.1 Describe how your firm will handle maintenance and both emergency and non-emergency repairs as needed.
3.4.2 Address whether repairs are handled by in-house personnel or sub-contractors
3.4.3 What is your guaranteed response time for emergency repairs needed?
3.4.4 What is your standard response time for non-emergency repairs needed?

3.5 Describe your firm's quality standards/processes and guarantees of service.

3.6 Recycling or Disposal Services: Describe in detail any recycling or disposal programs offered by your firm including security measures provided. Include any associated pricing information on the "CAT 5 INSTALL MAINT REP SERV" tab of the Cost Form Tab.

3.7 Provide details regarding minimum order requirements if applicable.

3.8 Provide a detailed statement of warranty for the products and/or services your firm provides.

3.9 Identify metrics your firm uses to evaluate and improve the quality of the programs offered.

3.10 Describe your ongoing support program for end users including helpdesk features, onsite services, limits or restrictions, etc.

3.11 Identify any rental programs available for hardware and audio/video equipment. Include a schedule of available rental equipment and cost.

SECTION 4: EXPERIENCE, EXPERTISE AND QUALIFICATIONS

4.1 Introduction and Qualifications Statement: Provide an executive summary of your firm's history, qualifications and experience in providing products and services as referenced in the scope of work for this solicitation. Include a history of the firm including how long the firm has been in business.

4.2 Provide the number, size and location of your firm's central offices, support centers, distribution facilities, warehouses and retail network as applicable.

4.3 Describe your firm's technical capabilities including certifications and third party partnerships.

4.4 Key Personnel: Provide information regarding the key personnel including but not limited to:

4.4.1 Education and experience
4.4.2 Years of service in the industry
4.4.3 Awards or recognition received
4.4.4 A summary of experience with clients similar to those in 1GPA's membership base

4.5 Describe your firm's process for background checks for your employees, subcontractors and/or consultants.

4.6 Professional and Managed Services**:** Describe how your firm provides ongoing education and training to ensure knowledge and compliance with the latest industry advancements and standards.

4.7 Provide examples of cost savings achieved by your consulting and/or managed services program if applicable.

4.8 Financial Disclosure Questionnaire: Complete the Financial Disclosure Questionnaire (follow the prompts on the ProcureNow Portal to access and upload the form when submitting your proposal).

4.9 References: Provide information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP. Provide five (5) references, preferably government entities, for whom your firm has provided similar services. Each reference should complete and submit the Performance Evaluation Survey on page 33 as directed.

SECTION 5: VALUE-ADD SERVICES AND MARKETING PLAN

5.1 Identify any other related value-added services your firm offers at little or no cost that supports your firm's primary business such as lunch and learns, informational videos, etc.

.

5.2 Describe your firm's strategy to successfully market, promote and communicate the benefits of this contract to current and potential 1GPA Members nationwide.

5.3 Describe how your firm will train your employees to properly use the contract.

5.4 List any organizations and trade shows your firm actively participates in (years not affected by COVID-19). Describe how the 1GPA contract will be displayed and promoted.

5.5 Complete the Geographical Regions Questionnaire (follow the prompts on the ProcureNow Portal to access and upload the form when submitting your proposal).

SECTION 6: REQUIRED FORMS

Other Forms required under this solicitation are located on the ProcureNow portal. Please follow the prompts to download the forms and upload the completed forms as part of your firm's submittal.

PERFORMANCE EVALUATION SURVEY

Subject: Request For Proposals 22-02PV Technology and Audio/Visual Solutions

Name of Vendor Being Surveyed: _____

To Whom It May Concern:
1GPA is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. 1GPA would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.
Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	
2	Quality of Products and/or Service	(1-10)	
3	Ability to understand the needs of the your agency	(1-10)	
4	Vendor's participation and assistance when "issues" arise	(1-10)	
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	
6	Billing statements provided are easy to understand	(1-10)	
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	
8	Communication with your agency regarding schedules and timelines	(1-10)	
9	Vendor provides value added services with satisfaction of your agency	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

Total Points _____

Any additional comments regarding vendor/services provided: _____

_____

_____ _____
Signature Date

_____ _____
Printed Name Title

_____ _____
Organization Phone Number

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so they can include in their response.

If preferred, you may email this form directly to Rebecca Seifert at rseifert@1gpa.org. PLEASE RETURN THIS FORM TO 1GPA NO LATER THAN SEPTEMBER 23, 2021 @ 1:00 PM AZ Time.

EXHIBIT A

PROCURENOW SUBMISSION INSTRUCTIONS

Please contact ProcureNow at http://help.procurenow.com/en/collections/1392366-vendor-guides for technical questions related to your submission.

Please follow these instructions to submit via the ProcureNow public portal.

- **Create a ProcureNow Account:**

  - Register to access solicitation documents and upload responses at **https://secure.procurenow.com/portal/1GPA** by selecting Subscribe to create an account. Detailed instructions may be found at http://help.procurenow.com/en/articles/2482165-vendor-registration

  - Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the "Follow" button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at **https://secure.procurenow.com/portal/1GPA.**

2. Prepare your submission materials:

Requested Information/Document	*File Type/Format*
PROPOSAL	PDF (.pdf)
EXCEL COST FORM	EXCEL (.xlsx)
FORMS	PDF (.pdf)

- Note the type and number of files allowed.

- **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. Upload your submission at: https://secure.procurenow.com/portal/1GPA

- Your submission must be uploaded, submitted, and finalized prior to the Closing Time of:

SEPTENBER 23, 2021 AT 1:00 PM ARIZONA TIME

- We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information/Document will only be visible after the Closing Time.

- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

- You will receive an email confirmation with a date/time stamp once you finalize your submission.

- Minimum system requirements: ProcureNow is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge and Safari. It can be accessed on all Android and IOS devices.

Contract Extension

September 26, 2022

Hye Tech Network & Security Solutions LLC
10235 S. 51st Street, Suite 120
Phoenix, AZ 85044
Attn: Lisa Andrus (landrus@hyetechnetworks.com)

Re: Extension Agreement for Contract #22-02PV-08, Technology and Audio/Visual Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until December 8, 2023. This is the second year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☒ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☐ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☐ Proof of any other applicable licensing related to your contract.
- ☐ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☐ Current SAM Verification and/or DUNS Number.
- ☒ Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

☒ No price updates at this time. Current pricing on file is accurate.

☐ Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).

☐ Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We are aware of new price lists that will be coming available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

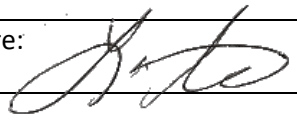
☐ We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Vendor Acceptance/Signature: 	
Printed Name: Lisa Andrus	
Title: COO/CFO10.	Date: 10/10/2022
1GPA Authorized Signature: Christy Knorr	
Printed Name: Christy Knorr	
Title: Vice President	Date: 11/2/2022
Paradise Valley Unified School District Authorized Signature: Eva Calles	
Printed Name: Eva Calles	
Title: Director of Purchasing	Date: 11/21/2022

8. K.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director

Co-Submitter: Edward Schenk

Date: 06/15/2023

Meeting Date: 06/20/2023

TITLE:

Consideration and Approval of Ratifying the Grant Agreement: Ratifying the Grant Agreement in the amount of $679,118 between the City of Flagstaff and the U.S. Department of Agriculture, Natural Resources Conservation Service, Emergency Watershed Protection Program for the Schultz Creek Channel Stabilization Project.

STAFF RECOMMENDED ACTION:

1. Ratify the Grant Agreement with the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) in the amount of $679,118; and
2. Direct the City Manager to execute the necessary documents.

Executive Summary:

This ratifies the City Manager's acceptance of the NRCS Notice of Grant and Agreement Award which provided funding in the amount of $679,118 for the Schultz Creek Channel Stabilization Project.

Financial Impact:

The Grant Agreement is for a total project cost of $679,118 ($521,588 Federal share / $157,529.50 City share). The award includes Construction and Technical Assistance costs.

The project is budgeted in the Stormwater Fund in account number 206-08-385-6337-0-4442 for FY 2023-2024.

Policy Impact:

This ratifies the City Manager acceptance of the NRSC Notice of Grant and Agreement Award which will provide Emergency Watershed Protection funds to provide protection from flooding, restore the hydraulic capacity to the natural environment to the maximum extent practical, and reduce threats to life and property.

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

Priority Based Budget Key Community Priorities and Objectives

- High Performing Governance - Enhance the organization's fiscal stability & increase efficiency & effectiveness
- Environmental Stewardship - Promote, protect & enhance a healthy sustainable environment & its natural resources

Has There Been Previous Council Decision on This:

Yes. On August 23, 2022, Council approved a similar grant agreement for the Schultz Creek Sediment and Flood Detention Project.

Options and Alternatives:

1. Ratify and accept the Grant Agreement which will provide funding to complete the Schultz Creek Channel Stabilization project; or
2. Not ratify and not accept the Grant Agreement and the funds will be returned. The Schultz Creek Channel Stabilization project will be canceled.

Background/History:

Beginning on June 12, 2022, the Pipeline Fire severely burned approximately 26,532 acres of ponderosa pine, grass and brush in an area north of Flagstaff, which negatively impacted soil structure and water retention within the designated Flagstaff area watershed footprint. The resulting burn scar created a severe post-fire flooding environment and risk potential to the community.
The Pipeline Fire burned over 1,000 acres of the Schultz Creek watershed in June 2022, mostly in severe burn conditions. The expected post-fire flood potential has increased by three orders of magnitude with preliminary modeling indicating near 900 cubic feet per second of devastating flood flows from a 2 inch rain event in 45 minutes (roughly a 4% annual exceedance storm) through portions of north Flagstaff with eventual impacts to downtown Flagstaff.

This proposal addresses observed channel scour, incision, and sediment and debris sourcing in several private properties within the Schultz Creek channel in City limits. This project will greatly reduce sediment and debris sourcing in a vulnerable stretch of channel, protect critical water line infrastructure, and reduce the threat of channel incision that would concentrate flood flows. Benefits of the Schultz Creek Channel Stabilization project will include reduced flood threats for several thousand homes, critical infrastructure such as Highway 180, and the historically disadvantaged Southside community as well as protection of critical domestic water supply infrastructure. This Schultz Creek Channel Stabilization project will mitigate the sediment and debris flows that enter neighborhoods and will be a tremendous benefit to the community.

A federal assistance request was submitted on April 11, 2022 to NRCS. This Schultz Creek Channel Stabilization project was wait-listed due to lack of funds with the NRCS Emergency Watershed Protection (EWP) program. A request for more information was sent by NRCS after the new federal fiscal year, a request was submitted by the City for EWP funding for this project. Based on a site visit with NRCS and City staff, NRCS requested submission of a Damage Survey Report (DSR) that was submitted on shortly thereafter.

Key Considerations:

Schultz Creek Channel Stabilization project implementation of measures will mitigate sediment and water flows in neighborhoods within Schultz Creek drainage channel and the downstream regional Rio de Flag watercourse in order to reduce flooding risk and subsequent threats to life and property. Planned measures include: installation of channel stabilization in the natural channel to reduce sediment and debris impacts to greater than 1500 residences and downtown Flagstaff. Channel stabilization will also reduce the risk of a water pipeline break in an existing crossing of the channel.

Community Benefits and Considerations:

This Grant Agreement will fund $679,118 for the Schultz Creek Channel Stabilization project which will help reduce / relieve imminent threats to life and property cause by post wildfire flooding.

Attachments: NRCS EWP Grant Agreement for Schultz Creek Channel Stabilization

U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR239457XXXXC005		NRCS signature - 10/15/2023	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service 230 North First Avenue, Suite 509 Phoenix, AZ 85003	CITY OF FLAGSTAFF FLAGSTAFF CITY HALL FLAGSTAFF AZ 86001-5359 UEI Number / DUNS Number: XMMUMPKTLVQ3 / 088302625 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: MONTY LANE Phone: (520) 526-7392 Email: monty.lane@usda.gov	Name: Lori Baker Phone: (859) 224-7360 Email: lori.baker@usda.gov	Name: STACEY BRECHLER-KNAGGS Phone: 928-213-2227 Email: sknaggs@flagstaffaz.gov	Name: STACEY BRECHLER-KNAGGS Phone: 928-213-2227 Email: sknaggs@flagstaffaz.gov

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: STACEY BRECHLER-KNAGGS Phone: 928-213-2227 Email: sknaggs@flagstaffaz.gov

15. Project Title/ Description: EWPP - Flagstaff, AZ. DSR 04-01-22-5090-004. Schultz Creek Channel stabilization.

16. Entity Type: C = City or township Government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$521,588.50	$157,529.50
Additional funds total	$0.00	$0.00
Grand total	$521,588.50	$157,529.50

18. Approved Budget

Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$472,588.50	Other	$49,000.00
Total Direct Cost	$521,588.50	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$157,529.50
		Total Federal Funds Awarded	$521,588.50
		Total Approved Budget	$679,118.00

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

Name and Title of Authorized Government Representative	Signature	Date
JULIUS GEORGE, Acting State Conservationist		
Name and Title of Authorized Recipient Representative	**Signature**	**Date**
GREG CLIFTON, City Manager		5-8-2023

NONDISCRIMINATION STATEMENT

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

PRIVACY ACT STATEMENT

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

City of Flagstaff
Schultz Creek Channel Stabilization Project
USDA Natural Resources Conservation Service
Award Number NR239457XXXXC005

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the “NRCS”, to provide technical and financial assistance to the City of Flagstaff, hereinafter referred to as the “Sponsor”, for EWP Project # 5090 in Coconino County, Arizona, for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- 04-01-22-5090-004– 2022 Pipeline Fire EWP: 220 Day City of Flagstaff, Coconino County, Arizona

Budget Narrative

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

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

Total Estimated Project Budget: $679,118.00
Total Federal Funds: $521,588.50

The budget includes:

Financial Assistance (FA) Costs:
Construction Costs (75% NRCS $472,588.50 + 25% Sponsor $157,529.50): $630,118.00

Technical Assistance (TA) Costs:
100% NRCS up to $49,000

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to $49,000 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include
a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer’s estimate of the project installation costs in addition to providing necessary quality assurance during construction.
b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.

2. Comply with the applicable version of the General Terms and Conditions.

3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.

10. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

17. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. Pay the contractor(s) for all work performed in accordance with the agreement and submit a SF 270, "Request for Advance and Reimbursement," with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: annual
SF425 Financial Reports: annual

NRCS RESPONSIBILITIES

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. If applicable designate a Government representative (GR) to serve as liaison with the Sponsor and identify that

person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

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

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: end date of the agreement
6. Complete close-out activities

GENERAL TERMS AND CONDITIONS

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Nicole Antonopoulos, Sustainability Director
Co-Submitter:	Steven Thompson, Volunteer and Event Coordinator
Date:	05/24/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval of Contract: Award a contract to the Community Assistance Teams of Flagstaff for the Engage, Empower, Elevate Program in an amount of a $30,000 grant from the State of Arizona with a $30,000 match from the City of Flagstaff for a total not to exceed $60,000 in year one.

STAFF RECOMMENDED ACTION:

1. Award a contract to the Community Assistance Teams of Flagstaff (CATS) for the Engage, Empower, Elevate Program (E3) in an amount of a $30,000 grant from the State of Arizona with a $30,000 match from the City of Flagstaff for a total not to exceed $60,000 in year one; and
2. Authorize the City manager to execute the necessary documents.

Executive Summary:

To address issues with litter, the Sustainability Division manages the Community Stewards Program, which supports volunteers who pick up litter throughout the community. One volunteer, a person experiencing homelessness, was provided safety equipment and litter clean-up supplies to help address litter issues in the downtown area. Weekly he would report back the time spent and the amount of litter cleaned from our shared spaces. On one occasion he stated, “When I wear this volunteer vest, people see me. They say ‘hello’ and thank me for volunteering.” From that the E3 was inspired.

The City received a one-time $30,000 grant from the Arizona Department of Housing to support the E3 program. The grant funds are to be used to leverage the City’s additional funding of $30,000 for E3.

On April 4, 2023, the City of Flagstaff issued a solicitation for a registered community non-profit to provide social services to persons at risk of homelessness or experiencing homelessness to help address litter in the City. E3 was created in response to a two-fold challenge in Flagstaff: (1) the record high number of persons at risk of or experiencing homelessness; and (2) keeping Flagstaff litter-free; an ongoing challenge.

The fair and competitive process was open for 22 days, closing on April 26, 2023. Proposals were reviewed by a committee of five staff. As a result of the formal evaluation process, the Community Assistance Teams of Flagstaff (CATS) scored the highest review points and chosen as the recommended recipient.

Financial Impact:

The City of Flagstaff will provide CATS $30,000 on a reimbursement basis year one. Additionally, CATS will serve as a sub-recipient of $30,000 in Arizona Department of Housing grant funds for a total amount not to exceed $60,000 in year one. CATS will have the option to renew a one (1)-year contract for $30,000 for up to two (2) additional years.

The Sustainability Division has $30,000 in ongoing funds in the FY 2023-24 Budget for the E3 Program (account 214-12-170-0667).

Policy Impact:

Supports several City policies.

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

Strategic Priorities:
High performing governance
Safe and healthy community
Inclusive and engaged community.
Sustainable, innovative infrastructure
Robust resilient economy
Livable community
Environmental Stewardship

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.
ES-1: Incorporate equity as a foundational element of every climate action the City develops and implements.
ES-2: Proactively engage community members on an ongoing basis.

ES-3: Design targeted climate policies and programs to serve disproportionately impacted communities first.
-5: Invest in comprehensive and equitable transit.
HA-4: Protect people from housing discrimination and remove housing barriers.
IR-1: Protect natural areas and ecosystem services that are most vulnerable to impacts of increased visitation and climate change.
HF-1: Protect existing forests, resources, and meaningful open spaces.
HS-1: Identify community health impacts from climate change and target support to assist at-risk populations in adapting to change and protecting their health.

Regional Plan

Goal E&C.3: Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.

Goal E&C.10: Protect indigenous wildlife populations, localized and larger-scale wildlife habitats, ecosystem processes, and wildlife movement areas throughout the planning area.

Goal OS.1: The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Goal WR.5: Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Goal NH.5: Eliminate homelessness.

Goal NH.6: Neighborhood conservation efforts of revitalization, redevelopment, and infill are compatible with and enhance our overall community character.

Has There Been Previous Council Decision on This:

No.

Attachments: 2023-75 Contract 3E

AGREEMENT BETWEEN THE CITY OF FLAGSTAFF
and
Community Assistance Teams of Flagstaff
for the
ENGAGE, EMPOWER, ELEVATE GRANT

THIS AGREEMENT (the "Agreement") is made and entered into this ____ of _____, 20____, by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Community Assistance Teams of Flagstaff ("CATs"), an Arizona non-profit corporation (the "Grant Recipient"). In this Agreement, the City and Grant Recipient may be referred to individually as Party or collectively as the Parties.

RECITALS

A. The Engage, Empower, Elevate Grant was created by the City Sustainability Section to address two challenges in our community: (1) the record high number of unsheltered community members, and (2) keeping Flagstaff litter free; and

B. The City, through its Sustainability Section, is interested in providing grant funding to a community non-profit organization to create a program to employ those experiencing or at risk of homelessness in Flagstaff to abate litter within City limits; and

C. After reviewing the project proposal, the City of Flagstaff Sustainability Section selected the Grant Recipient to receive the Engage, Empower, Elevate Grant; and

D. The Parties are entering into this Agreement to establish the terms and conditions under which the Grant Recipient is a subrecipient of the Arizona Department of Housing - Homeless Service Grant Pilot: Engage, Empower, Elevate Program - Grant #126-23 in the amount of $30,000 and the $30,000 contribution from the City ("Grant Funds").

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

1. GRANT RECIPIENT'S PROJECT

1.1 Project Summary. Grant Recipient hereby agrees to receive the Engage, Empower, Elevate Grant and complete the project described in the Scope of Work attached as **Exhibit A** and incorporated by reference into this Agreement ("Project"). The Grant Funds will be used for general operational expenditures related to the Project's goals and objectives, which are detailed in the Scope of Work.

1.2 Project Timeframe. The Project must be completed within one (1) year of the Grant Funds being awarded. The one (1) year completion period may be extended by two (2) additional one (1) year terms upon the mutual written consent of the Parties pursuant to the requirements of this Agreement.

1.3 Changes to Scope of Work. Grant Recipient is being awarded the Grant Funds to implement the Project described in Grant Recipient's Proposal, and the City expects that Grant Recipient will use the Grant Funds to achieve the Project's described goals and objectives. No amendment(s) shall be made to the Project except by mutual written

consent of the Parties pursuant to the requirements of this Agreement. To obtain an amendment to the Agreement, Grant Recipient must submit a revised Agreement and/or Scope of Work with a written request for approval. If approved by the City, an amendment may be drafted and executed by duly authorized signatories before the amendment will become effective.

2. AMOUNT AND NATURE OF GRANT AWARD

2.1 Grant Amount. Subject to all of the terms, covenants, and conditions of this Agreement, the City will award Grant Recipient **thirty thousand dollars ($30,000)** from the Arizona Department of Housing - Homeless Service Grant Pilot: Engage, Empower, Elevate Program - Grant #126-23 and a **thirty thousand dollars ($30,000)** contribution from the City to implement the Project. Grant Recipient agrees to be responsible for all sums in excess of this amount necessary to complete the Project. Grant Recipient agrees to utilize the Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available. Grant Recipient shall not use the Grant Funds received from the City in any other manner except as provided in this Agreement and the Grant Provisions attached as **Exhibit B**. Wrongful expenditure of the Grant Funds will constitute a breach of this Agreement and the City shall have the right to terminate this Agreement under the terms and conditions specified in this Agreement.

2.2 Grant Funds Disbursement. The City will disburse the Grant Funds as a one (1)-time payment in full to Grant Recipient. Disbursement of Grant Funds will be provided within thirty (30) days after the effective date of this Agreement.

2.3 Documentation of Expenses. Full documentation of eligible expenses must be provided within thirty (30) days following completion of the Project or termination of this Agreement. Copies of all eligible expense receipts totaling the grant award amount must be submitted in PDF format. If the total documented eligible expenses are less than the grant award amount, the unused funds must be returned to the City.

2.4 Limitations on Use of Funds. The Grant Funds may only be used to pay for expenses related to Project administration, as detailed in the Scope of Work. Grant funding CANNOT be used for any of the following:

a. To purchase land or buildings;
b. To match or augment other City-funded projects;
c. Project activities outside Flagstaff City limits;
d. Personal expenses of individuals employed by Grant Recipient;
e. Grant Recipient expenses not related to the Project.

2.5 Any Grant Funds spent on expenses unrelated to the Project will be deemed ineligible expenses and may require that Grant Recipient return the Grant Funds to the City pursuant to this Agreement. In the event that there is a conflict between the terms of this Agreement and the terms of the Grant Provisions identified in **Exhibit B**, the Grant Provisions shall prevail.

3. REPORTING

3.1 Monthly Reporting. Grant Recipient will provide monthly reports within five (5) working days of the last day of the month. Each monthly report must include the number of Project participants, number of hours worked by each participant, total pay received by each participant, and number of bags of trash and recycling collected. Grant Recipient will work cooperatively with the Community Stewards Program to report needs, successes, and challenges as they occur.

3.2 Final Report. A final report must be provided by the Grant Recipient within thirty (30) days following completion of the Project. The final report must include aggregate calculations of the information provided in prior monthly reports and photo or video documentation of the Project. A final report template will be provided.

3.3 City Council Presentation. Grant Recipient shall appear before the Flagstaff City Council to present its final report and participate in public outreach opportunities related to the Grant Funding. The presentation must highlight Project accomplishments, new partnerships, and challenges/difficulties faced.

4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date set forth above and will terminate upon the City's acceptance of Grant Recipient's final report, unless terminated earlier as provided herein.

5. ADMINISTRATIVE REQUIREMENTS

5.1 Documentation and Record-Keeping. Grant Recipient shall maintain all records required by federal and state law that are pertinent to the activities to be funded under this Agreement.

5.2 Audits and Inspections. All of Grant Recipient's records, with respect to any matters covered by this Agreement, shall be made available to the City at any time during normal business hours, as often as the City or grantor agency deems necessary, unless otherwise protected by law. Failure of Grant Recipient to comply with the above audit and inspection requirements will constitute a violation of this Agreement.

6. INDEPENDENT ENTITY STATUS

Grant Recipient takes full responsibility for the Project and Project participants. Grant Recipient is an independent entity in the performance of its activities and functions. Grant Recipient and the City are not, and shall not, be considered partners or agents of each other and neither shall have the power to bind or obligate the other. Under no circumstances will the Project be considered a joint venture between the City and Grant Recipient. Grant Recipient's officers, employees, agents, and subcontractors shall not be considered as officers, employees, agents, or subcontractors of the City. Grant Recipient shall be responsible for any and all Project participant claims for Workers' Compensation benefits, or other claims by participants arising as a result of activities funded in whole or in part from the proceeds of this Agreement, and Grant Recipient shall hold the City harmless for any and all such claims.

7. UNFORESEEN DELAY IN PERFORMANCE

Grant Recipient shall not be considered in breach or default of its obligations to make satisfactory progress toward the completion of the Project if delay in the performance of such obligations is due to unforeseeable circumstances beyond its control. The time for performance may be extended for any period of the unforeseen delay, as determined by the City.

8. INSURANCE

8.1 Grant Recipient shall procure and maintain commercial general liability and workers' compensation insurance with the following minimum policy limits:

a. Commercial General Liability - Occurrence Form

General Aggregate .....$ 2,000,000
Products-Completed Operations Aggregate .....$ 1,000,000
Each Occurrence .....$ 1,000,000

b. Workers' Compensation and Employer's Liability

Workers' Compensation ..... Statutory
Employer's Liability: Each Accident .....$ 500,000
Disease-Each Employee .....$ 500,000
Disease-Policy Limit .....$ 500,000

8.2 Minimum Requirements. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Grant Recipient from liabilities that might arise out of the performance of the Project, and Grant Recipient is free to purchase additional insurance as may be determined necessary.

8.3 Verification of Coverage. Grant Recipient shall furnish the City with Certificates of Insurance as required by this Agreement. 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 Project name/description and the City contract number shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before Grant Recipient commences work.

8.4 Failure to Maintain. Each insurance policy required by this Agreement shall be in effect at or prior to execution of this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall be a material breach of Agreement.

9. DEFAULT/REMEDIES

In the event of any default or breach of this Agreement or any of its terms or conditions by either Party, such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach. Any established breach or default shall be remedied within fourteen (14) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the

default or breach is not cured or remedied within fourteen (14) days, the aggrieved Party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations. Notwithstanding the foregoing, in the event of a breach of any term of this Agreement by the Grant Recipient, the City, at its sole election and in addition to any other remedy, may immediately seek reimbursement of unused funds previously disbursed.

10. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

To the fullest extent permitted by law, Grant Recipient agrees to defend, indemnify, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorney's fees, and costs of claim processing, investigation, and litigation (hereinafter collectively referred to as "Claims") that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused or alleged to have been caused, in whole or in part, by the acts, errors, omissions, or negligence of Grant Recipient or any of Grant Recipient's directors, officers, agents, employees, or volunteers in connection with or incident to this Agreement. This indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

11. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in accordance with this Section:

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

Copy to:

Steven Thompson
Volunteer & Event Coordinator
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
steven.thompson@flagstaffaz.gov

If to the Grant Recipient:
Wendy White, Treasurer
C.A.T.s of Flagstaff
1124 Mountainaire Rd.
Flagstaff, AZ 86005
928-699-1786
cjcc2188@gmail.com

Copy to:

Stacey Brechler-Knaggs
Grants Contracts & Emergency Mgmt Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
sknaggs@flagstaffaz.gov

12. NON-DISCRIMINATION

Grant Recipient 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, and/or familial status, and represents and warrants that

it complies with all applicable federal, state, and local laws and executive orders regarding employment.

13. COMPLIANCE WITH ALL LAWS

Grant Recipient shall comply with all City, State, and Federal laws and regulations, including the City of Flagstaff's Minimum Wage Ordinance (City Code Chapter 15-01).

14. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

15. DISPUTE RESOLUTION

The Parties shall have the right to litigate any disputes that arise under this Agreement. Any litigation brought by a Party against another Party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the Parties in connection with this Agreement, the prevailing Party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing Party.

16. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be terminated pursuant to the provisions of A.R.S. § 38-511.

17. NO ASSIGNMENT

This Agreement is not assignable Grant Recipient. Any attempt to do so shall render the assignment null and void and the Agreement may be terminated immediately by the City.

18. HEADINGS

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

19. INTEGRATION; MODIFICATION

The Parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except as expressed in this Agreement, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded by and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties, and any such modification or amendment will become effective on the date so specified.

20. AUTHORITY TO CONTRACT

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder and has taken all required acts or actions necessary to authority the same.

IN WITNESS WHEREOF, the Parties acknowledge that they have read, understand, approve, and accept all of the provisions of this Agreement and the attached Exhibits.

Community Assistance Teams of Flagstaff D/B/A C.A.Ts of Flagstaff

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A

SCOPE OF WORK

Introduction

Community Assistance Teams of Flagstaff ("C.A.Ts") is a 501(c)(3) and a registered Arizona Qualified Charitable Organization located in Flagstaff Arizona. Our geographic service area is the City of Flagstaff. The population we serve are unsheltered relatives. We use the term "unsheltered relatives" rather than "homeless" to denote our Indigenous philosophy that all five fingered creatures are related to each other. We also use the term to overcome stigmas and bias associated with the term "homeless." Our mission is to reach out, engage, empower and transform the lives of our unsheltered relatives living on the streets of Flagstaff.

C.A.Ts was founded in August 2021 by Darrell Marks, an Indigenous community activist and winner of a 2021 JFK Profiles in Courage Award, and Wendy White, a local attorney with decades of experience representing indigent people in Flagstaff, to help fill gaps in the provision of services to unsheltered relatives in Flagstaff. Those gaps include: lack of mobile outreach, lack of culturally sensitive and appropriate services to Indigenous community members, lack of economic and self sufficiency opportunities, lack of alternative forms of housing and lack of safe sleeping options.

C.A.Ts is operated by a small but committed volunteer Board of Directors. The current Board includes:

Darrell Marks, Chair (Flagstaff High School, Native American Student Advisor)
Wendy White, Treasurer (Attorney)
Pam Jensen, Member (Workforce Specialist, Phoenix Indian Center-Flagstaff Site)
Joelle LeMer, Member (Director for the Center for Science Teaching & Learning, Northern Arizona University)
Tyler Cooper, Member (Graduate Student, NAU Physical Therapy Program)

Primary Authorized Contacts for EEE Program
Wendy White, Treasurer
928-699-1786
cjcc2188@gmail.com

Ms. White will be the primary contact for the EEE Program. She is responsible for the overall program design and implementation and for submission of monthly reports, compliance with contract terms and payroll and tax reporting requirements.

Before co-founding C.A.Ts, White founded Flagstaff Shelter Services in 2006 and was its de facto Executive Director for its first four years of operation. During the same time period, White was instrumental in establishing the Coconino County Criminal Justice Coordinating Counsel and was its first Coordinator.

White also has over twenty years of experience as a small business entrepreneur, extensive experience in a supervisory capacity and worked previously as the Department Director of the Coconino County Legal Defender's Office. She received the Advocate of the Year Award in 2008 from the Arizona Coalition to End Homelessness. A copy of her C.V. is included with this proposal.

Darrell Marks, Board Chair/Interim Executive Director
928-600-8129
marksinthesand@gmail.com

Mr. Marks as the Interim Executive Director, will be responsible for oversight of the program supervisor and ensuring that outreach and hiring goals are met, participants are properly trained and safety protocols are being followed.

Marks, an indigenous Dine'/Navajo and the Native American Academic Advisor for Flagstaff High School, advocates for the rights of Indigenous peoples and works to meet the unmet needs of the Navajo and Hopi tribal communities. Marks, was awarded the 2021 JFK Profiles in Courage Award for his work coordinating deliveries of food and supplies to Navajo and Hopi families struggling during the pandemic. He also advocates for voting rights in the face of efforts to disenfranchise Native Americans; works to provide access to remote learning opportunities in tribal areas made even more isolated by COVID-19; and serves as a personal counselor and resource to students struggling with loss and depression.

P@W Program Supervisor
To be hired

C.A.Ts currently has one full time employee who acts as the Outreach Program Manager. With this proposal we anticipate hiring a separate supervisor for the P@W Program. The P@W Program Supervisor will be responsible for day to day operations of the program which includes supervising P@W participants, maintaining work logs, ensuring prospective applicants fill out applications and employment forms correctly, submitting payroll and operational information to the Treasurer, and paying wages to employees on a daily basis. The Supervisor will also assign participants to teams, assign routes, ensure that participants understand the rules and safety procedures, ensure litter is sorted between recycling and land fill and disposed of at waste receptacles to be agreed upon with the City.

Project Understanding

C.A.Ts was founded to do more than outreach. We have several other plans to engage with, and empower, our unsheltered community members. One of those is to develop a homeless business enterprise that works with chronically or long-term homeless individuals to take usable construction waste and pallets and upcycle, recycle and reuse those materials for sale to the public. The purpose of the business enterprise will be to create a self-sustaining program that provides income, creativity, social interaction and daily activities to people who have significant barriers to standard employment expectations.

That is why we were so pleased to be able to start the C.A.Ts' P@W (People @ Work) Program in September 2022 with the first EEE grant from the City of Flagstaff. The goals of the program are completely in line with the goals of C.A.Ts. Our philosophy is that people who are unsheltered suffer from more than a lack of housing. People who are unsheltered are disconnected and stigmatized by the larger community.

We believe that the path out of homelessness requires more than simply distributing money, goods and services to people in need. Although the housing first model is important to provide for the immediate safety needs of people who are unsheltered, human beings need more than housing to recover from homelessness: they also need social connection, pleasure, pride and

feelings of self-worth. Employment, however humble, can provide people with non-monetary, as well as monetary, needs.

The 2022 EEE grant was instrumental in our ability to start providing for those needs. With the 2022 grant we provided employment to 39 unduplicated, unsheltered persons over the course of the 4 month program. Some of them had not had employment in years. Several suffered debilitating mental illness and behavioral health issues. Some suffered physical ailments. All suffer social disconnectedness. All were happy to have an opportunity to be employed and a part of the community.

We allowed people to work up to 4 days per week and 3 hours per day. At a certain point during the program we had many more people showing up to work then we could accommodate. We developed a lottery system to make sure that everyone got a chance to work. But we also allowed people who were committed to work, to be on a schedule as long as they stayed sober while at work, showed up for their scheduled shift and worked with us to help them develop and achieve other personal goals.

We found that the majority of the people who we engage with want to work. Only a small percentage are not motivated to work. Unfortunately, the barriers to obtaining employment, even day labor, are often insurmountable.

People who are living unsheltered have no place to store their belongings during the day. With our program, we were able to let people leave their backpacks and bags safely on the bus. People who carry their belongings with them at all times suffer the loss of personal identification on a regular basis. We had several people who came to us without social security cards, or any government issued IDs. We were able to assist people to apply for new ID cards and SS cards, and learned that there is a 10 card lifetime limit on getting a social security card reissued.

This year we will be setting up a system to keep copies of identification papers electronically for those that would like us to. We are also developing more ways to assist people in obtaining replacement cards.

In the 4 month pilot project in 2022, our crews collected 522 bags of trash and 188 bags of recycling. Our slogan for the P@W program is “Love the Land. Lose the Litter.”



We transported trash on the Outreach Bus at the end of every day to the pre-determined dumpster locations identified by the Sustainability Office as appropriate. This year if awarded

these funds, we will be getting a pick-up truck to transport trash, and to extend our collection efforts.



We also were able to return 6 abandoned shopping carts to Walmart and Sam's club where they belonged.



Our participants received many compliments from the community about their work. This gave them a sense of pride and greater involvement in the community. People in several of the neighborhoods that we were picking up litter in thanked our crew and told them that they noticed how much cleaner the area was. Others wanted to volunteer and were referred to the Sustainability Office for volunteer opportunities.

Project Approach

Community Assistance Teams of Flagstaff developed a unique mobile outreach program in 2022. We are the only general mobile outreach program for unsheltered persons in the City and the only mobile shower. Our approach is to park our Shower & Outreach Bus at different locations around the City, to connect with unsheltered persons where they are rather than expecting them to come to us. The Bus provides a very low barrier way for people in need to obtain services. Because we work with other agencies to hand out information on their behalf, we are able to expand their reach. We even invite other agencies to do their own outreach on the bus.

All persons served by C.A.Ts are unsheltered. Unsheltered means that they do not have a suitable place to live in Flagstaff or the means to obtain shelter. They may be staying at a local emergency shelter, in a vehicle not designed or suitable for habitation, or "in the rough."

In our first half year of operating the Outreach Bus, we engaged with at least 243 unduplicated persons experiencing homelessness, in over 624 encounters. We provided more than 160 showers, distributed clothing 242 times, gave hygiene items to 189 people, provided 478 sack lunches, were able to provide minor first aid to 9 people and made at least 58 successful referrals to other agencies.

Homelessness affects persons of color disproportionately. People who are experiencing homelessness and people of color are both groups who are underserved populations.

While all unsheltered relatives face significant barriers simply eking out an existence, Indigenous peoples suffer even more. The dual stigmas of homelessness and biased racial stereotypes coupled with cultural misunderstanding and historical trauma, leave Indigenous relatives even more disconnected from mainstream society, leading to a spiral of further rejection, a sense of hopelessness, bitterness and behavioral and mental health problems.

Although C.A.Ts provides services to all unsheltered relatives regardless of race or ethnicity, we have a strong focus on assisting Indigenous relatives. Flagstaff's population is 10% Native American but estimates from the City and Point in Time counts indicate that the percentage of unsheltered Native Americans is disproportionate to their percentage in the population, ranging from 38% to 50%.

Lack of economic opportunity and adequate housing on the Navajo and Hopi reservations drive people to urban areas, including Flagstaff. Unemployment on the Navajo Reservation is 48.5% and the average household income is just $8,240. The unemployment rate on the Hopi Reservation is even higher; most recently 60% of Hopi residents were unemployed. Many of the unsheltered individuals we see on the Bus are seeking economic opportunities in Flagstaff.

Unfortunately, housing costs in Flagstaff are exorbitant and has only exacerbated the crisis of homelessness. People seeking work or other opportunities in Flagstaff often end up living on Flagstaff's streets and in our local shelters. While this program cannot fix all of Flagstaff's housing and employment problems it can contribute to the solution.

The P@W program is more than just an opportunity to earn a small income. Participants learn important skills including teamwork, goal setting, communication, and problem solving. For example, one day a team member was complaining that another team member wasn't keeping up. When reminded that they were to be working as a team and that a team is only as fast as its slowest member, the complaining member realized that he should be helping the slower member to carry her bags. Every time we saw him after that he commented that "a team is only as fast as its slowest member."

During the initial pilot we used the opportunity for employment as a carrot to engage with people experiencing homelessness and to develop relationships of trust. This year we will be increasing the engagement aspect of the program by helping interested participants create individualized life plans to help them overcome barriers to housing and employment. We plan to work with the NAU School of Social Work as well as other agencies to develop those plans.

Because we operate the P@W Program from the Outreach Bus we also continue to provide information regarding area service agencies and providers and make referrals as often as possible. We carry the COC Resource list, flyers and business cards from other agencies.

As to the conditions of employment, we operate as a day labor organization with a few differences from for-profit “temp” agencies. Unlike other day labor we do not operate on a first come first served basis. Like a temp agency we pay daily wages and the work is on a day to day basis.

Rather than looking at the participants qualifications, we simply require that a participant be experiencing homelessness and without any other regular source of income. This year we will also require participants to be Arizona residents. Our only other requirement is that they not be under the influence of any substance during working hours.

We consider a person to be unsheltered if they are staying at a local shelter, living in a car or involuntarily sleeping outside. If someone has another regular job or receives SSI, SSDI or had other regular sources of income, excluding non cash governmental assistance, they are not eligible for employment with the P@W program. One reason for this eligibility requirement is that earned income reduces some forms of government assistance on a dollar for dollar basis, one of the many unfortunate paradigms that persons in poverty and unsheltered must reckon with.

We paid wages last year in cash daily. This was not a safe situation and we will not be paying in cash. Instead we have set up a payment system through RapidPay PayCard.

The RapidPay PayCard is Mastercard Payroll Card that allows employers to directly deposit payroll to a card issued to the employee. The card holder employee can use their PayCard wherever Debit Mastercard is accepted and can get cash back at any register or at ATMs for free. The funds are available the same day that they are loaded onto the card by the employer.

We have already received our first batch of cards and taken the training to implement the system. Cardholders don’t need a bank account because RapidPay holds the funds on their behalf. Unlike cash, if the card is lost or stolen, the cardholder can obtain a replacement without losing their funds.

Participants are paid the Flagstaff minimum hourly rate ($16.80 in 2023) plus a one-dollar per bag incentive. Participants work a 3 hour shift, starting at noon and ending at 3. The program operates 4 days a week and we do litter pick up in the area surrounding the Outreach Bus parking location of the day.

The day’s team of 4-5 people is chosen in one of two ways. People who have shown a desire to work regularly may be given a schedule and a shift may be reserved for them in advance. New people, or those who are more transient may show up at the Bus and ask to work for the day. We leave one to two spots open for new people. If there are more applicants than available spots on the team, we use a lottery system to choose who will work that day.

The day’s work crew is then assigned to a team. The team is expected to leave together and come back together. The supervisor checks in on the team while they are working and makes sure that they have sufficient supplies, water and helps carry bags back to the Bus if needed. Once back at the Bus, the team writes their initials on the collected bags and the supervisor counts the number of bags collected. The one-dollar incentive is based on the number of bags that each team collects and is split equally between the team members. We found that participants really enjoyed the competition and extra money helped maximize their productivity.

In addition to the monetary incentive, we also provide a monthly team building lunch. This increased the sense of community and feeling of belonging. We plan to increase performance and participation with employee appreciation gifts and awards. The costs of the lunch and appreciation awards are absorbed in the C.A.Ts' Outreach Program budget or are donated.

Last year we used hard copy payroll receipts to record hours worked and cash payments made. Maintaining records of hours worked is simple for this program because every participant starts and ends at the same time and there are only 4-6 people working on a given day. The supervisor maintains a Payroll Book and logs in the employee's name, day of week and hours worked each day as well as gross and net wages. With the switch from cash to RapidPay, PayCards we will maintain electronic records of hours worked and payments made.

We use QuickBooks for our accounting purposes. Mandatory payroll reports are generated and submitted from the accounting program. Worker's compensation insurance is paid annually in advance and audited by the insurer at the end of the covered year.

The P@W Program budget is included in Section F. We propose with this grant that we will collect litter over a 35 week period, suspending the program during the winter months. We plan to hire a part time program supervisor and will be able to pay wages for approximately 2100 person hours at minimum wage. This works out to an average of 5 crew participants 4 days per week for 35 weeks.

Project Impact

The City of Flagstaff does not have the capacity to remove all of the trash that accumulates on our streets on an ongoing basis. The City must rely in part on volunteers to keep the streets clean. The C.A.Ts' P@W litter removal program expands the City's personnel resources with a regularly scheduled team of participants. Last year in just a few months we removed 710, forty-five gallon bags of trash from several neighborhoods and streets. This translates to approximately 32,000 gallons of trash. We expect to more than double the amount of bags collected with these funds and estimate that we will be able to collect approximately 74,000 gallons of litter which is approximately 10,000 cubic feet.

In addition to waste removal, the C.A.Ts' P@W program impacts the lives of those who are living unsheltered and helps to reduce the stigmas associated with homelessness. Our participants achieved a greater sense of community and were thrilled by the positive comments that were made by passing community members. They were able to use the funds to purchase some necessities and even a few luxuries. At least one woman who lives outside because of concerns about conditions at the shelters, used the funds to rent a hotel room at least one night a week. Another was able to purchase a replacement tube for his bicycle.

Providing work and a small income reduces the need for unsheltered persons to engage in panhandling and injects additional funds into the community. More importantly, the program reduces the stigma attached to those who are unsheltered and raises awareness in the community about homelessness. It provides opportunities for sheltered community members to interact in a positive way with those who are unsheltered. Our participants told us of people connecting with them and engaging in conversation while they were picking up litter, of people driving by and giving the "thumb's up" sign, yelling encouragement and thank you from their cars, offering water, and genuinely expressing their appreciation for what our participants were doing.

Community Assistance Teams of Flagstaff is committed to continuing to work toward an inclusive community and this program is important to that mission.. C.A.Ts seeks to bring people together and envelop those in need with kindness and caring. The P@W program creates connections between both sheltered and unsheltered community members.

Regional Experience

Community Assistance Teams of Flagstaff is a grassroots local nonprofit organization. Our founders and Board are all long-time Flagstaff residents. Our unique mobile approach to outreach takes us to locations in Flagstaff that are litter hotspots, for example the east Butler area, south side City center, Sunnyside area, Bushmaster Park and 4th Street corridor and Huntington/Industrial are all areas that we have focused on.

We currently have an agreement with Coconino Community College that allows us to park the Outreach Bus in the 4th Street campus parking lot every Sunday. We park in front of the Flagstaff Family Food Center Kitchen one day a week and in the FFFC warehouse parking lot when the Bus is not deployed. Because we have used our parking location as the starting point for litter pick up, we were able to collect litter around those areas.

We also have a written agreement with the Assistance League of Flagstaff who provide us with new and used clothing and hygiene supplies. We are members of the Continuum of Care and regularly attend COC meetings. We work with NACA and received funding last year from them to distribute food and PPE. One of our Board members is employed by Phoenix Indian Center and we work with them to help connect people with jobs. We regularly refer people in need to County Social Services for bus passes, bicycles, cell phones and more. We refer people to the Front Door program through Catholic Charities and Flagstaff Shelter Services.

We are in the process of developing an internship program with the NAU Social Work department and will hopefully find an intern to join us during the fall semester. Darrell Marks and Wendy White are also connected with the Indigenous Circle of Flagstaff and work with them on other projects. We are well connected with social services and the community at large and continue to expand and strength those connections.

Proposed Fee:

Provide a Project Budget with the categories described below, to include, additional funding sources the Proposer is seeking/ contributing: **BUDGET ITEM DESCRIPTION**	**COMPUTATION**	**Quantity Type**	**TOTAL COST**
$/Unit		**Quantity**	
Staff Time and Worker Compensation $53,147			
Supplies $1,000			
Other $8,300			
TOTAL FUNDS REQUESTED $60,000			
List additional funding sources C.A.Ts General Budget			
TOTAL ADDITIONAL FUNDING $2,447			
TOTAL ESTIMATED PROJECT COSTS $62,447			

	P@W Litter Clean Up Program 23-24	
Staff & Workers Compensation	*Participants-2100 hours @ 16.80*	$ 35,280.00
	Supervisor-700 hours @ 18.00	$ 12,600.00
	Payroll Taxes/Worker's Comp @ 11%	$ 5,267.00
Subotal		*$ 53,147.00*
Program Expenses-Supplies	*Gloves, uniforms, bags,etc*	$ 1,000.00
Other	*Fuel*	$ 600.00
	Vehicle Maintenance	$ 500.00
	Printing & Copying	$ 100.00
	Bookkeeping	$ 1,500.00
	Indirect Overhead	$ 5,600.00
Subtotal		*$ 8,300.00*
Total Program Cost		**$ 62,447.00**
Funding		
Sustainability Funds		$ 60,000.00
Other Funding	*C.A.Ts General Budget*	$ 2,447.00

EXHIBIT B

Grant Provisions
(Attached)

Arizona Department of Housing
Homeless Service Grant Pilot: Engage, Empower, Elevate Program - Grant #126-23

GRANT PROVISIONS

Sponsor:	**City of Flagstaff**
Funding Agency:	**Arizona Department of Housing**
Grant Project Title:	**Homeless Service Grant Pilot: Engage, Empower, Elevate Program**
Grant Number:	**126-23**

The selected agency agrees to be a subrecipient of the AZ Department of Housing funds through the City of Flagstaff and complete the Project as described in the Grant Agreement #126-23 attached as Exhibit A.

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO. 126-23
TERMINATION DATE June 30, 2023

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF FLAGSTAFF
FOR
HOMELESS SERVICE GRANT PILOT - Engage, Empower, Elevate (E3) PROGRAM

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH"),** located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").

☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").

☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("**SWG WAP**").

☒ Homeless Service Grant Pilot Program **(HSG)**.

and

CITY OF FLAGSTAFF
(Entity)

An Arizona City ("Recipient") DUNS #08-830-2625, located at

211 W. Aspen
Street
Flagstaff, Arizona 86001
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $30,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☒ **HSG**
State Fiscal Year 2023
$30,000.00

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HPF**
State Fiscal Year _____
$_____

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____

$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

☐ **NHTF**, CFDA # 14.275
Federal Fiscal Year _____
$_____

☐ **DOE WAP,** CFDA # 81.042
Federal Fiscal Year _____
$_____

☐ **LIHEAP WAP**, CFDA # 93.568
Federal Fiscal Year _____
$_____

☐ **SWG WAP**
State Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH. The funds received by the City of Flagstaff will be provided to a subrecipient community non-profit that will use the HSG funds and additional match funding provided by the City of Flagstaff to administer the Engage, Empower, Elevate (E3) Program, which will provide paid day labor opportunities for unsheltered homeless persons in Flagstaff, Arizona.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2023 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient and any subrecipient shall carry out their respective activities as outlined in the Scope of Work Attachment A and any subrecipient agreements, in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook;* and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handboo*k; and (6) the *State Housing Fund Program Summary and Application Guide*.

☒ **HSG** Program funds must adhere to the terms of this Agreement, the Scope of Work (Attachment A), Performance Report (Attachment B) and any special conditions indicated on Attachment E if applicable.

☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.

☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.

☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.

☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual.*

☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application*

Guide; (4) State of Arizona Qualified Allocation Plan; and *(5) National Housing Trust Fund Allocation Plan.*

☐ **DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) *the Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan.*

☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (3) *Health and Safety Plan (HSD Plan);* (4) *the Arizona Weatherization Policies and Procedures Handbook;* (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan.*

☐ **SWG WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan);* (2) *Health and Safety Plan (HSD Plan);* (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide;* (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan.*

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and

(g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH. Required reports and additional written information may be provided by subrecipient so long as all reporting requirements are met.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

☐ **HOME, NHTF, HTF** funded rental development projects ("Rental Projects") or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☐ **HOME, HTF and CDBG** non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **COC** funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ **HOPWA** funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ **DOE WAP, LIHEAP WAP and SWG WAP** funded projects ("Weatherization Projects"). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

☒ **HSG** projects ("HSG Projects"). Recipient, or subrecipient through Recipient, must submit a *Monthly Progress Report* including data regarding the number of participants in the work program and the number of daily hours worked by participants; amounts earned by participants; , outreach; and other services provided (i.e. meals, showers, laundry, etc.) per the Recipients project proposal and Scope of Work Attachment A. The Monthly Progress Report must be submitted to ADOH on the 30th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH

determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees that the subrecipient will make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **Rental Projects funded with HOME or HTF**. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **Non-Rental Projects funded with HOME, HSG, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report,* attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no

extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

☒ **HSG Revisions to the Budget.** Revisions to Homeless Service Grants do not apply as budgets are not delineated for specific line item services.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

~~**Section 11. ENVIRONMENTAL REVIEW CONDITIONS**~~ Does not apply to HSG Grants

~~In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.~~

~~An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.~~

~~Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.~~

~~Recipients who had committed or expended non federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:~~

~~(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);~~

~~(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.~~

☐ **WEATHERIZATION (DOE WAP, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds), Arizona 2022 JLBC budget and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in

Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and any applicable federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work;* and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors or subrecipients requiring they follow all provisions of this Agreement ~~and a completed Environmental Review pursuant to Section 11 of this Agreement~~.

Does not apply to HSG Grants

The use of subcontractors or subrecipients does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor or subrecipient agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

~~(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;~~

Does not apply to HSG Grants

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, either party may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient and subrecipients shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient and subrecipients shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient and subrecipients shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF or HSG Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this

Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees)(hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, and subrecipients shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting or subrecipient entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) or subrecipients to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

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

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor or subrecipient is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient's subrecipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Subrecipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Subrecipient, at subrecipient's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Subrecipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Subrecipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Subrecipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient and/or Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient and/or Subrecipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient and/or Subrecipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Subrecipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Subrecipient's operations and products and completed operations.

Automobile Liability. Subrecipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Subrecipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Subrecipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Subrecipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Subrecipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

~~In case any work is subcontracted or completed by a subrecipient, Recipient will require the subcontractor or subrecipient to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.~~

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient and/or Subrecipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Subrecipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

~~**42.4 Self Insurance**~~

~~The parties acknowledge that Recipient is self insured and that such self insurance satisfies the requirements of this Section 42.~~

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors, subcontractors, and subrecipients.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

CITY OF FLAGSTAFF
Entity
STACEY BRECHLER-KNAGGS
Attention (if applicable)
211 W. ASPEN
Mailing Address
Flagstaff, Arizona 86001
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches

high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S C. § 4842 or a regulation issued pursuant to 50 U.S C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, **ARIZONA DEPARTMENT OF HOUSING**	CITY OF FLAGSTAFF **RECIPIENT**
BY: _____	BY: _____
Thomas M. Simplot	Stacey Brechler-Knaggs
TITLE: Director	TITLE: Director, Grants, Contracts & Emergency Management
DATE: _____	DATE: _____

ATTACHMENT A
SCOPE OF WORK

The award will be comprised of *Homeless Service Grant (HSG)* funds that will be provided to the City of Flagstaff (R**ecipient**) and then transferred from Recipient to a subrecipient community non-profit that will provide paid day labor opportunities for unsheltered homeless persons through the Engage, Empower, Elevate (E3) program located in Flagstaff, Arizona.

This contract award is contingent upon:

A. The award is provided as a grant.

B. The City of Flagstaff must provide a dollar for dollar match to the ADOH awarded grant funds. Match funding can be in the form of in-kind, cash or a combination thereof, for program allowable expenditures during the term of this Funding Agreement.

C. A subrecipient community non-profit will use the award and additional funds provided by the City of Flagstaff to develop and administer the Engage, Empower, Elevate (E3) Program, which will serve the equivalent of up to eight (8) unsheltered homeless individuals for four (4) hours a day three (3) days per week for up to six (6) months by providing day labor opportunities. Individuals are to be paid for labor on a daily basis.

D. The period of performance will be from January 1, 2023 through June 30, 2023.

E. The City of Flagstaff will ensure that the subrecipient provides monthly reports as follows:
    a. Performance reporting include data regarding homeless individuals participating in the Engage, Empower, Elevate (E3) Program, hours and amounts of compensation to participants, hours and amounts of compensation to program coordinator/supervisor, number of participants transported, etc. on a data collection Form to be provided by Flagstaff; and
    b. General Ledger reports demonstrating the City's match provided to the program. City of Flagstaff to indicate GL coding for accounts used as match dollars.

Project Funds

The State has reserved $30,000.00 from the Homeless Service Grant project funding. Approved uses include coordinator/supervisor salary; supplies; vehicle travel and maintenance; and daily participant wages. All costs must be directly attributable to the Flagstaff Engage, Empower, Elevate (E3) program.

Arizona Department of Housing

HSG **ATTACHMENT B**

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	City of Flagstaff	Date	
Contract No	126-23 Contract Period: from December 2022 to June 30, 2023	Revision	
Activity	Homeless Service Grant Pilot - Engage, Empower, Elevate (E3) Program	Month	
Recipient Address	211 W. Aspen	City	Flagstaff
Contact Person	Stacey Brechler-Knaggs, Grants, Contracts & Emergency Mgmt. Director	Zip Code	86001
Phone	928.213.2227 Email sknaggs@flagstaffaz.gov	County	Coconino
Program Specialist	Kathy Blodgett Email kathy.blodgett@azhousing.gov		

Indicate adherence to contract or schedule changes. Due by the 15th of each month.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Execute ADOH Contract	12/15/2022		
Submission of December Performance and Match Reports	1/31/2023		
Submission of January Performance and Match Reports	2/28/2023		
Submission of February Performance and Match Reports	3/31/2023		
Submission of March Performance and Match Reports	4/30/2023		
Submission of April Performance and Match Reports	5/31/2023		
Submission of May Performance and Match Reports	6/30/2023		
Project Complete - Contract Expires	6/30/2023		
Submission of FINAL Performance and Match Reports	7/31/2023		
Submission of Contract Close Out Report	8/31/2023		

Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP)
RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.

Last RFP submitted on:	

Recipient Authorized Signature Date	Title

Arizona Department of Housing

HSG **Attachment C**

Budget

Recipient	City of Flagstaff			Date	
Contract No./File No.	126-23 Contract Period: from December 2022 to June 30, 2023			Revision No.	
Activity	Homeless Service Grant Pilot - Engage, Empower, Elevate (E3) Program				
Recipient Address	211 W. Aspen			City	Flagstaff
Contact Person	Stacey Brechler-Knaggs, Grants, Contracts & Emergency Mgmt. Director			Zip Code	86001
Phone	928.213.2227	Email	sknaggs@flagstaffaz.gov	County	Coconino
Program Specialist	Kathy Blodgett	Email	kathy.blodgett@azhousing.gov		

a	b	c	d	e	f	g
Budget Line Item or Activity No.	HSG FY2023	Source Program Year	Source Program Year	Source Program Year	Source Program Year	TOTAL AWARD FY2023
Activity- Engage, Empower, Elevate Prgm	$30,000.00					30,000.00
Total	$30,000.00					$30,000.00

Arizona Department of Housing

HSG **Attachment D**

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	City of Flagstaff	Date	
Contract No	126-23 Contract Period: from December 2022 to June 30, 2023	Pay Req. No	
Activity	Homeless Service Grant Pilot - Engage, Empower, Elevate (E3) Program	Direct Wire Dep	Yes No
Recipient Address	211 W. Aspen	City	Flagstaff
Contact Person	Stacey Brechler-Knaggs, Grants, Contracts & Emergency Mgmt. Director	ZIP	86001
Phone	928.213.2227 Email sknaggs@flagstaffaz.gov	County	Coconino
Program Specialist	Kathy Blodgett Email kathy.blodgett@azhousing.gov		

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	Funding Source FY	HSG FY2023	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
		$ -			$ -		$ -
Act. E3 Program	N/A		$ 30,000.00		$ 30,000.00		$ 30,000.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$ -	$ 30,000.00	$ -	$ 30,000.00	$ -	$ 30,000.00

Recipient Authorized Signature Date Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only	
ADOH Program Specialist Approval		Date		ADOH Program Administrator Approval	Date

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Evan Tyrrell, Solid Waste Director
Co-Submitter:	Ken Fergason
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval: Professional Services Agreement with Friedman Recycling Company for equipment, transportation, processing, and the recovery of recyclable materials.

STAFF RECOMMENDED ACTION:

1. Approve the Professional Services Agreement with Friedman Recycling Company for equipment, transportation, processing, and the recovery of recyclable materials; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

On May 4, 2023, the City assumed the City of Flagstaff Materials Recovery Facility (MRF) operation at 1800 Butler formally operated by Norton Environmental. In the short term, a hauling contract was executed with Joe Dirt Excavating, Inc. to take the City's recycling materials for processing to the Phoenix area. Concurrently, staff worked to identify other interim options for recycling with an emphasis on finding a more efficient and cost-effective option for consideration. Staff considered proposals from several hauling and processing companies and is recommending Friedman Recycling Company (Friedman) for material compaction and container equipment, transportation, and recycling processing.

Under the Professional Services Agreement (Agreement), Friedman will provide a horizontal compactor for maximizing the transfer weights of recycling materials, to haul the recycling materials from Flagstaff to their materials recovery facility in Phoenix, and to process the recycling materials. The term of the Agreement is 6-months with two, 3-month extensions. Based on an estimated total of 550 tons of commingled recyclables per month, it is estimated that the Friedman Agreement will cost the City approximately $65,000 per month, or $118 per ton, post-collection.

The Friedman Agreement includes the following general materials, services, and provisions:

- A compactor and containers for loading recycling materials into 40 cubic yard receiver boxes (rental fee of $199 per container per month).
- Transportation of two, 40-yard receiver boxes per haul (i.e., doubles) to the Friedman MRF, equating to approximately 16 to 20 nets tons per haul ($1,075 per haul).
- Processing and recovery of commingled recyclables with a base processing fee of $85 per ton followed by the application of a revenue sharing calculation that is based on the monthly Average Market Value (AMV) of the City's recyclables.
- The AMV is calculated by the City's composition of recyclable commodities (per current and future composition audits) and the current market price of each individual commodity as per published

price indices for recyclable commodities. For example, the AMV for the month of April was $26.54, resulting in a net processing fee of $56.14 per ton of commingled recyclables (i.e., $85 minus $26.54).
- The contract does include a minimum tonnage guarantee. City recycling materials volumes have shown an approximate average of 500 tons per month of commingled recyclables, excluding glass.

There will be no modification to the recycling materials that the City currently accepts, including:

1. Loose Mixed Paper
2. Loose Clean Cardboard
3. Loose Plastic #1 PET bottles
4. Loose Plastic #2 HDPE Natural bottles
5. Loose Plastic #2 HDPE Color bottles
6. Loose Tin Beverage Containers
7. Loose Aluminum Beverage Containers
8. Mixed Rigid Plastics

Overall, the Friedman Agreement is the most efficient and cost-effective interim approach to manage the City's recyclables at this time. The City will be developing a formal solicitation to procure a longer-term solution over the next few months to maintain and enhance the City's recycling needs.

Financial Impact:

The Friedman Agreement is estimated to be less expensive than other proposals considered. It is anticipated that the existing budget proposed for FY23-24 will be solvent for the duration of the Agreement.

Material services will be billed accordingly to the following charge codes:

211-06-168-0649-0-4240 (Rents-Equipment)
211-06-168-0649-0-4269 (Transporting Services)
211-06-168-0649-0-4221 (Utilities-Recycling Processing Fee)

FY 2023-24, the Solid Waste Fund has $750,000 budgeted for the operation of the transfer station, transportation cost of the recyclables and the recycling processing cost net of any revenue offsets. The Solid Waste Fund will be adjusting its budget for FY 2023-24 to absorb any additional cost over $750,000 budget.

Policy Impact:

This Agreement allows the City to maintain recycle services and to ensure that materials are recycled to their fullest extent possible. These services are a critical part of both public interest, environmental stewardship, natural resource conservation, preservation of the Cinder Lake Landfill, and directly support the City's Rethink Waste and Carbon Neutrality Plans.

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

Priority Based Budget Key Community Priorities and Objectives

- High Performance Governance
    - Serve the public by providing high quality customer service Encourage public trust through transparency, accessibility and use of the City’s public participation policy
- Safe & Healthy Community
    - Foster a safe, secure, and healthy community
    - Develop alternative diversion programs

- Inclusive & Engaged Community
    - Foster community pride and civic engagement
- Sustainable, Innovative Infrastructure
    - Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
    - Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Livable Community
    - Provide amenities and activities that support a healthy lifestyle
- Environmental Stewardship
    - Promote, protect, & enhance a healthy, sustainable environment & its natural resources.

Implement, maintain and further the Climate Action and Adaptation Plan (CAAP)

- Carbon Neutrality Plan
    - Goal CR-2 – Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
    - Goal ES-4 – Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.
    - Goal MM-3 – Divert more waste from the landfill.
    - Goal PF.2 – Provide sustainable and equitable public facilities, service, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

Yes. On May 4, 2023, the City entered into an Emergency Services Contract with Joe Dirt Excavating, Inc. to haul recycling materials which was ratified by the City Council on May 23, 2023. On May 23, 2023, the City Council approved an Intergovernmental Agreement with the City of Phoenix for the Phoenix to accept the City of Flagstaff's recycling materials at their facilities.

Options and Alternatives:

1. Approve the Agreement with Friedman Recycling Company for equipment, transportation, processing, and the recovery of recyclable materials; or
2. Reject the Agreement and re-solicit quotes for alternative considerations; or
3. Revise the terms and conditions, and return to the vendor further discussions.

Background/History:

Friedman will maximize hauling efficiencies to limit the City's carbon and energy footprint to the largest degree practical while ensuring continuity in the City's recycling needs and movement of commingled recyclables to the Phoenix metropolitan area. The only other option available to the City would be to deliver the commingled recyclables to the Cinder Lake Landfill for disposal.

For this Agreement, the Purchasing Director considered the need and urgency of the service and found that the service Friedman will be providing qualifies as a sole source in that no other company can provide all services required. The City will be developing a formal solicitation over the next few months to identify more cost effective and efficient means and methods to maintain and enhance the City's recycling transportation and processing needs.

Community Involvement:

City staff continue to engage with interested parties and is planning a community event in the coming months that will help to inform long-term solutions to the City's recycling transportation and processing needs. Enhanced community education, outreach programs and initiatives are being developed in collaboration between the City's Sustainability Division and Solid Waste Section.

Attachments: Agreement

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF FLAGSTAFF, ARIZONA
AND
FRIEDMAN RECYCLING CO
Contract No. 2023-132

THIS AGREEMENT is made between the **CITY OF FLAGSTAFF**, a political subdivision of the State of Arizona ("City"), and **FRIEDMAN RECYCLING CO**, an Arizona corporation ("Contractor"). The City and Contractor may be referred to in this agreement as "Party" in the singular, and collectively as the "Parties." The Parties agree as follows:

1. Term of Agreement.

1.1. The Agreement term is for a period of six (6) months from the effective date unless terminated pursuant to the Terms and Conditions.

1.2. The Agreement may be renewed or extended for up to two (2) additional three (3) month periods by mutual written consent of the Parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

1.3. Contractor will begin installing the equipment necessary to perform the Services within two (2) weeks after the City provides the Notice to Proceed. Contractor will begin the Services within one (1) week of installation.

1.4. The Agreement is effective as of the date the last Party executes the Agreement.

2. Scope of Work. Contractor will provide the services (the "Services"), as set forth in Exhibit A, which is incorporated by reference. The City will pay Contractor for satisfactory performance of the Services at the rates described in Exhibit A. This amount is inclusive of all Services, including all labor, travel, and expenses through completion of the work.

3. Payments. The City will pay Contractor subject to Contractor submitting an invoice to the City for each requested payment. Invoices will itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment. Upon approval of the invoice, the City will pay the invoiced amount to Contractor.

4. Ownership of Documents. All documents prepared and submitted to the City by Contractor pursuant to this Agreement will be the property of the City.

5. Contractor Personnel. Contractor will provide adequate, experienced personnel capable of and devoted to the successful completion of the Services within the term of this Agreement.

6. Inspection; Acceptance. All work will be subject to inspection and acceptance by the City at reasonable times during Contractor's performance.

7. Licenses; Materials. Contractor must maintain in current status all federal, state, and local licenses and permits required for the operation of the recycling materials processing business conducted by Contractor.

8. Force Majeure. Except for payment for sums due, neither Party will be liable to the other nor deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; governmental restriction and/or intervention in the buying, selling, and/or transporting of recyclable commodities; inability to secure sufficient suitable labor, machinery and equipment, including spare parts and supplies necessary for the safe and efficient operation of the recycling facility, and other similar occurrences beyond the reasonable control of the Party declaring force majeure which such Party is unable to prevent by exercising reasonable diligence. The affected Party notifies the other Party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the Party from resuming performance in accordance with this Agreement. Force majeure will not include the following occurrences:

   8.1. Failure or delay resulting from general economic conditions or other market effects, foreseen or unforeseen, including any increase in the cost of materials, supplies, or services, or any decrease in profit or profit margins resulting therefrom;

   8.2. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; or

   8.3. Late performance by a subcontractor unless the delay arises out of a *force majeure* occurrence in accordance with this section.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Insurance.

10.1. General.

10.1.1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona.

10.1.2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

10.2. Insurance Requirements.

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

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

10.3. Minimum Scope and Limits of Insurance. Contractor must provide coverage with limits of liability not less than those stated in this Agreement below.

10.3.1. Commercial General Liability – Occurrence Form

The policy must include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products - Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability – Written and Oral	$1,000,000
Fire Legal Liability	$50,000
Each Occurrence	$1,000,000

The policy must be endorsed to include the City of Flagstaff and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor. The City of Flagstaff shall be named as an additional insured on all Certificates of Insurance ("COI") and the COI should reference this Agreement.

10.3.2. Business Automobile Liability

The policy must include coverage for bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

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

The policy must be endorsed to include the City of Flagstaff and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor involving automobiles owned, leased, hired, or borrowed by Contractor. The City of Flagstaff shall be named as an additional insured on all Certificates of Insurance ("COI") and the COI should reference this Agreement.

10.3.3. Worker's Compensation and Employers' Liability

The policy must include workers' compensation statutory employers' liability coverage.

Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

10.3.4. Professional Liability (Errors and Omissions Liability)

The policy must include professional liability coverage.

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

a) In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy will precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

b) The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

10.4. Contractor's Coverage is Primary. Contractor's insurance coverage will be primary insurance and non-contributory with respect to all other available sources. Coverage provided by Contractor may not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.5. Notice of Cancellation. Each insurance policy required by this Agreement must provide the required coverage and may not be suspended, voided, canceled, or reduced. Contractor must provide the City with prompt notice if the insurance is suspended, voided, cancelled, or reduced. Such notice must be sent directly to the City's procurement division.

10.6. Verification of Coverage. Contractor will furnish the City with a declarations page for each policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied.

All certificates and endorsements are to be received and approved by the City's procurement division before work commences. Each insurance policy required by this Agreement must be in effect at or prior to

commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates required by this Agreement must be sent directly to the City's procurement division. The City project/contract number, if applicable, and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time**.**

10.7. Subcontractors. Contractor's certificate(s) must include all subcontractors as insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverage for subcontractors is subject to the same terms and conditions and minimum requirements identified above. Contractor shall ensure for any subcontractor policy required under this Agreement and for any policy required by a contract between Contractor and each subcontractor, the subcontractors' certificates of insurance shall list the "City of Flagstaff" as the Certificate Holder and as an additional insured (and any other entities that are required to be listed as such), and shall identify in each certificate of insurance's description: (i) this Agreement by Agreement Number, and (ii) any subcontract between the subcontractor and Contractor related to that subcontractor's work under this Agreement.

10.8. Approval. Any modification or variation from the *insurance requirements* in this Agreement will be made by the City, whose decision is final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

11. Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any personal (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

12. Applicable Law; Venue. In the performance of this Agreement, Contractor will abide by and conform to any and all laws of the United States, the State of Arizona, and the City of Flagstaff, including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act, and any other federal or state laws applicable to this Agreement. This Agreement is governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona in Maricopa County.

13. Termination; Cancellation.

13.1. Termination.

13.1.1. For City's Convenience. The City may immediately terminate this Agreement without cause by delivering to Contractor written notice of the City's intent to terminate. Upon termination for convenience, Contractor will be paid for all undisputed services performed up to the termination date. If terminated for convenience, an early termination fee equal to result of (the MOET, as defined in Exhibit A, multiplied by the minimum of 300 tons of recycling materials processed by Contractor on behalf of the City during the three (3) months preceding the City's early termination) multiplied by the remaining months in the Agreement immediately prior to the City's termination for convenience.

13.1.2. For Cause. The City may terminate this Agreement for cause, including failure to comply with the Agreement and/or Exhibit A, by delivering to Contractor fifteen (15) days' written notice itemizing the reasons for termination for cause. Contractor will be provided a fifteen (15) day opportunity to cure. If the failure to comply is cured to the City's satisfaction within the fifteen (15) days, there will be no termination. If the failure to comply is not cured within fifteen (15) days to the City's satisfaction, the Agreement will be terminated. Upon termination for cause, Contractor will be paid for all undisputed services performed up to the termination date. If the Agreement is terminated for cause, there will be no early termination fee.

13.2. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is at any time while the Agreement or any extension of the Agreement is in effect an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the Agreement subject.

13.3. Fund Appropriation Contingency. Contractor understands that the continuation of this Agreement is subject to the budget of the City providing for the contract item as an expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement. Upon termination, Contractor will be paid for all undisputed services performed up to the termination date.

14. Miscellaneous.

14.1. Relationship of the Parties; Independent Contractor. Each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party may not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement. Contractor, its employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees, or subcontractors. Contractor, and not the City, will determine the time of its performance of the Services so long as Contractor meets the requirements of this Agreement. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.

14.2. Laws and Regulations. Contractor must at all times during the performance of its duties under this Agreement ensure that it and any person for whom Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes, or laws affecting the Services, including existing and future (i) City and County ordinances and regulations, (ii) state and federal laws, and (iii) Occupational Safety and Health Administration standards.

14.3. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and Contractor.

14.4. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5. Severability. The provisions of this Agreement are severable. To the extent that any provision is held to be invalid by a court of competent jurisdiction, such holding will not affect any other provision of the Agreement which may remain in effect without the invalid provision.

14.6. Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter. All previous agreements or proposals, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set

forth in this Agreement. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this Agreement.

14.7. Assignment; Subcontractor. No right or interest in this Agreement may be assigned by Contractor without prior written permission of the City, signed by the City Manager, which shall not be unreasonably withheld. No delegation of any duty of the Contractor may be made without prior written permission of the City, signed by the City Manager, which shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor's use of subcontractors, vendors, and/or contracted third-parties to provide a portion of the Services shall not be deemed a delegation of duty nor a violation of this Agreement.

14.8. Subcontracts. Prior to performing any Services as defined in Exhibit A, Contractor shall provide the City a written list of the corporate names and addresses of any other subcontractors or entities who may receive and/or process the City's recycling materials and/or the corporate names and addresses of landfills where the recycling materials may be disposed. Contractor is responsible for performance under this Agreement whether or not subcontractors or other entities are used.

14.9. Rights and Remedies. No provision in this Agreement may be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, will not release Contractor from any responsibilities or obligations imposed by this Agreement or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.10. Attorneys' Fees. Each Party hereto shall bear its own costs, expenses, and attorneys' fees in connection with the negotiation, preparation, execution, delivery, performance, and/or on account of any breach or default this Agreement.

14.11. Liens. All materials or services must be free of all liens and, if the City requests, a formal release of all liens must be delivered to the City.

14.12. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement must be in writing. Notices will be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or

certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or (iv) delivered by email to the address set forth below or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this section.

To the City:	City of Flagstaff Public Works 3200 W. Route 66 Flagstaff, Arizona 86001 Attn: Ken Fergason Email: Kenneth.Fergason@flagstaffaz.gov
With Copy to:	City of Flagstaff Purchasing Department 211 W. Aspen Ave Flagstaff, Arizona 86001 Attn: Patrick Brown Email: pbrown@flagstaffaz.gov
If to Contractor:	Friedman Recycling Company 3640 W. Lincoln Street Phoenix, AZ 85009 Attn: David Friedman Email: DFriedman@FriedmanRecycling.com

Notices are deemed received (i) when delivered to the Party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by email transmission during the normal business hours of the recipient. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party will mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.13. Confidentiality of Records. Contractor must establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement will not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also

agrees that any information pertaining to individual persons will not be divulged other than to employees, agents, or officers of the Contractor as needed for the performance of duties under this Agreement.

14.14. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide Contractor with notice of that request. Within ten (10) days of such notice, Contractor must inform the City in writing of any objection by Contractor to the disclosure of the requested information. Failure by Contractor to timely object will waive Contractor's ability to object under this section and will waive any remedy against the City for disclosure. In the event Contractor objects to disclosure within the time specified, Contractor agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. Furthermore, Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City. This provision will survive the termination of this Agreement.

14.15. Conflicting Terms. In the event of a conflict between the Exhibit and this Agreement, the terms of this Agreement will govern.

14.16. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Contractor acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works pursuant to the Agreement to ensure compliance with this warranty.

14.17. Compliance with A.R.S. § 35-393.01. Contractor hereby certifies that it does not, and will not, participate in during the term of this Agreement, a boycott of Israel in accordance with Arizona Revised Statute § 35-393.01. Contractor hereby agrees to indemnify and hold harmless the City, its agents, and employees from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the

payment of all costs and attorney fees incurred by the City in defending such an action.

14.18. Compliance with A.R.S. § 35-394. Contractor hereby certifies that it does not currently, and agrees for the duration of this Agreement, that Contractor 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; or 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.

_____ **(Contractor Initial Here)**

Contractor hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

_____ **(Contractor Initial Here)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the last Party signs.

For the City	**For Contractor**
By: _____	By: _____
Printed Name: _____	Printed Name: David Friedman
Title: _____	Title: CEO
Date: _____	Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed dated _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF FLAGSTAFF, ARIZONA
AND
CONTRACTOR

See following pages.

EXHIBIT A
SCOPE OF WORK

Contractor shall provide the following hauling and processing of recycling materials for the City (the "Services"):

1. CITY FACILITY

Contractor shall pick up the recycling materials from the City's recycling facility, located at *1800 E. Butler Ave, Flagstaff, Arizona 86001*, or other suitable location as agreed to by both Parties in writing prior to hauling to the alternative location ("City Facility"). The City will provide Contractor the ability to access the City Facility.

2. EQUIPMENT

A. The City will use equipment provided or contracted by the City to load the recycling materials into Contractor's compactors and receiver containers.

B. Compactors. Contractor shall provide two (2) 2 cubic-yard compactors for the City's use during the term of this Agreement. Contractor shall be responsible for the preparation, installation, and configuration of the compactors. City shall provide suitable concrete surface and electrical disconnects to within five (5) feet of each compactor installation location.

C. Receiver Containers. Contractor shall provide five (5) 40 cubic-yard receiver containers for the City's use during the term of this Agreement. (Additional 40 cubic-yard receiver containers may be provided by Contractor upon request of City.)

D. The equipment furnished hereunder by Contractor shall remain the property of Contractor; however, City acknowledges that it has care, custody, and control of the equipment while at the City's Facility. The City accepts responsibility for all loss or damage to the equipment (except for normal wear and tear, or for loss or damage resulting from, Contractor's handling of the equipment) and for its contents. The City agrees not to overload (by weight or volume), move, or alter the equipment (except for the normal swapping/repositioning of the receiver containers), and shall use the equipment only for its proper and intended purpose.

E. The City warrants that any right-of-way provided by the City for Contractor's equipment location is the most convenient public way sufficient to bear the weight of all Contractor's equipment and vehicles reasonably required to perform the Services. Contractor shall not be responsible for damage to any private pavement, curbing, or accompanying sub-surface of any route reasonably necessary to perform the Services resulting from the weight of Contractor's vehicles and equipment. If the City is not the legal owner of said property, the City assumes all liabilities for damage to pavement or road service.

3. CONTRACTOR FACILITIES

A. Contractor shall haul the recycling materials to Contractor's Facility for processing, located at *3640 West Lincoln, Street, Phoenix, Arizona 85009*, or such other site as may be determined by Contractor.

B. The costs associated with the transportation of the recycling materials between designated Facilities are identified below.

C. At no time shall recycling materials be delivered to a processing site, or other facility, that does not process and recover Recyclables (as defined below) in the manner described within this Agreement. Direct delivery of recycling materials to a landfill, waste to energy, or incineration facility is strictly prohibited and will be grounds for immediate termination of the Agreement.

4. MATERIAL ACCEPTANCE

A. Contractor will pick up and process the City's residential and commercial single stream recycling materials collected by the City and loaded into Contractor's supplied compactors and receiver containers. Single stream recyclables shall be limited to include ("Recyclables"):

1. Loose Mixed Paper (#54)
2. Loose Clean Cardboard (OCC #11)
3. Loose Plastic #1 PET bottles
4. Loose Plastic #2 HDPE Natural bottles
5. Loose Plastic #2 HDPE Color bottles
6. Loose Tin Beverage Containers
7. Loose Aluminum Beverage Containers
8. Mixed Rigid Plastics

B. The Parties may add or remove additional materials to Recyclables from time to time as agreed to by both Parties in writing.

C. Contractor shall use its specially equipped double roll off trailer to haul two (2) 40 cubic-yard receiver containers per service to the Facilities described in this Agreement. Contractor shall deliver two (2) empty 40 cubic-yard receiver containers to the City Facility while picking up two (2) full ones from the City Facility. The City agrees to provide unobstructed access to the equipment on the scheduled collection day(s).

D. The Recyclables to be picked up by Contractor pursuant to this Agreement shall exclude radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, or hazardous material, including electronics and batteries of any type. The term hazardous material shall include but not be limited to any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state and/or county law.

E. Contractor shall acquire possession of the recycling materials upon Contractor delivering the recycling materials to the processing site and Contractor's inspection and subsequent acceptance of such recycling materials, unless the recycling materials contain an excess of 50% contamination.

5. PROCESSING

Recycling materials shall be sorted for the recovery of targeted recycling commodities to be packaged and sold as ready-to-use raw materials, or other suitable alternative use, by recycling companies. Depending upon the operational needs of the Contractor, Contractor may elect to sell unsorted or partially sorted recycling materials to other materials recycling operators for processing. Contractor will document its election to sell unsorted or partially sorted recycling materials to third-parties in the Reporting documents described below.

6. LANDFILLING

A. Contractor shall make commercially reasonable effort to maximize the capture of recoverable Recyclables from the recycling materials.

B. Recycling materials that are contaminated, disfigured, or deformed such that they cannot be detected/captured by normal industry sorting technology/processes and/or are not recovered after commercially reasonable efforts by Contractor shall be classified as residue ("Residue") and disposed of at an appropriate landfill.

C. If a specific load(s) of recycling materials contains an excess of 50% contamination and/or containing liquid or hazardous materials, Contractor may divert and/or transfer that load(s) to the landfill ("Rejected Shipment").

D. If Contractor is unable to secure sufficient orders to sell the total quantity of a specific commodity generated within an individual month for two (2) consecutive months, the unsalable quantity of that commodity may be re-classified as Residue, and the material composition schedule and sorting process shall be updated accordingly until such time as a viable end-market able to consume the entire generation is secured.

E. If the volume of recycling materials at Contractor's Facility exceeds safe limits, as determined by City of Phoenix ordinance and/or Contractor's policies and procedures, Contractor may suspend City deliveries and/or remove the recycling materials from the premises in order to bring inventory levels down to sufficient level to comply with applicable safety policies, procedures, and/or ordinances.

F. The cost to the City for Contractor to haul the recycling materials to a landfill shall comply with the fees identified in this Agreement. However, if Contractor is unable to secure sufficient orders to sell the total quantity of a specific commodity as contemplated in this Section for a period of greater than one (1) month, Contractor will not charge City any additional fees for hauling and/or processing any recycling materials that are deemed unsalable by Contractor.

G. If Contractor diverts the recycling materials to a landfill and/or suspends deliveries for a period of more than three (3) consecutive business days, Contractor shall inform the City in writing within twenty-four (24) hours and shall communicate its best estimate as to when the diversion/suspension will end.

7. FEE SCHEDULE

Contractor shall provide the Services described within this Agreement based upon the following fee schedule:

A. Hauling

Roll Off Pick Up Fee	Double 40 cubic-yard receiver containers (with compacted recycling materials)	$1,075 per load
Pre-Scheduled Five to Seven Loads Per Week (variable)	Monday – Friday	Est. 18-20 ton payloads
Weekend Service	As requested by City in writing	$1,400 per load

B. Contingency Hauling Option

1. Transfer Trailer Pick Up Fee – Live Load: $1,700 per load.
2. Pre-scheduled Monday – Friday.
3. City shall live load Contractor's trailers.
4. Pricing includes up to one (1) hour of load time.
5. Additional on-site time beyond the one (1) hour allocation will be subject to additional charges of $150.00 per hour.

C. Hauling to the Landfill

If necessary, Contractor shall charge a maximum of $89 per ton to transport and/or dispose of recycling materials at an appropriate landfill if the recycling materials are deemed by the Contractor as a Rejected Shipment.

D. Compactor Installation

1. Two Compactors: $6,800 – one-time fee. This cost includes an expedited preparation, installation, and configuration of two (2) compactors at the City Facility.
2. The City will provide the necessary electrical disconnect and prepare a suitable concrete surface.
3. Removal Fee: $4,500.

E. Compactor Rental

1. Contractor shall provide the City six (6) months' free rent.
2. All compactor maintenance and repairs, unless due to operator error or misuse, shall be the responsibility of Contractor.
3. After six (6) months, the cost to rent the two (2) compactors shall be $150 per month, per compactor.

F. 40 Cubic-Yard Receiver Container Rentals

1. $199 per receiver container/month.
2. Contractor shall provide five (5) receiver containers for the City's use.
3. Additional receiver containers will be provided upon request at a cost of $199 per month, per receiver container.

8. REVENUE SHARING/TIP FEE

A. General

1. The Revenue Share/Tip Fee shall be determined based upon the Average Market Value ("AMV") of the City's recycling materials and the MRF Operating Expense Threshold ("MOET") based upon the following formulas and as defined below:

2. When the AMV equals the MOET, the Revenue Share/Tip Fee shall be zero. (There will be no revenue paid to the City and no tip fee charged to the City.)

3. When the AMV is greater than the MOET, Contractor shall pay the City 60% to 90% of the difference between the AMV and the MOET (based upon the attached Schedule A) multiplied by the total tons of Recyclables picked up from the City in that month.

4. When the AMV is less than the MOET, the City shall pay Contractor the total difference between the AMV and the MOET multiplied by the total tons picked up from the City in that month.

B. MRF Operating Expense Threshold

The MOET to be used to calculate the Revenue Share/Tip Fee for the processing of the City's recycling materials shall be defined as **$85.00** per ton.

C. Average Market Value

The AMV of the City's recycling materials shall be determined by the weighted average of value based upon the current market price of each individual commodity, as defined by the designated published price index listed below, and multiplied by the percent composition each commodity represents as determined by periodic material composition audits. The indices which shall determine current market price shall be the following:

Commodity	Published Index
Mixed Paper (#54)	RISI/PPI Southwest High Side Price for #54 Mixed Paper LESS $25/ton.
OCC (#11)	RISI/PPI Southwest High Side Price for #11 OCC LESS $20/ton.
PETE	52% of the Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Los Angeles/Southwest USA, Regional Average Price for Plastics PET.
HDPE-Natural	52% of the Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Los Angeles/Southwest USA, Regional Average Price for Plastics Natural HDPE.
HDPE-Color	52% of the Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Los Angeles/Southwest USA, Regional Average Price for Plastics Colored HDPE.
Tin Cans	52% of the Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Los Angeles/Southwest USA, Regional Average Price for Metals Steel Cans, Loose.
Aluminum Cans	52% of the Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Los Angeles/Southwest USA, Regional Average Price for Metals Aluminum Cans, Loose.
Rigid Plastics	25% of the Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Los Angeles/Southwest USA, Regional Average Price for HDPE Rigid.
Residual	Charge of $69 per ton

The price published in the earliest edition/posting of the month shall be used to calculate pricing for the entire month. If a published price index (or indexes) indicated above fails to accurately reflect prevailing market conditions, Contractor may use an alternative publication(s) or alternate method to determine the value of each affected commodity until such time that the published price index listed above returns to accurately reflect prevailing market conditions.

D. MRF Processing Fee Examples

MRF Processing Fees

- Processing Fee: The Processing Fee is $85.00 per delivered ton.
- Average Market Value (AMV): The AMV of the City's Recyclables shall be determined by the weighted average of value based upon the current market price of each individual commodity, as defined by the designated published price index listed below, and multiplied by the percent composition each commodity represents as determined by periodic material composition audits.
- The Revenue Share Percentage is determined from Schedule A.

MRF Processing Fee Examples

Example #1 – Weak Market for Recyclables

- Processing Fee is $85.00 per ton
- AMV is $28.86 per ton
- 100 tons delivered
- AMV for all tons = 100 tons x $28.86 = $2,886
- Processing Fee for all tons = 100 tons x $85.00 = $8,500
- $2,886 - $8,500 = ($5,614)
- City owes Contractor $5,614

Example #2 – Strong Market for Recyclables

- Processing Fee is $85.00 per ton
- AMV is $150.00 per ton
- 100 tons delivered
- AMV for all tons = 100 tons x $150.00 = $15,000
- Processing Fee for all tons = 100 tons x $85.00 = $8,500
- $15,000 - $8,500 = $6,600 available commodity value
- $6,600 x 90% = $5,940 (City base rebate)
- Contractor owes City $5,940

9. RECORD KEEPING

A. Contractor shall create, maintain, and provide records as defined in, and required by, all applicable local, state, and federal laws, rules, and regulations, and maintain any records as are reasonably necessary to document and track the information described herein.

B. Contractor shall maintain and allow access to books, records, data, documents, and reports relating to the Agreement for five (5) years following the conclusion or termination of the Agreement.

10. REPORTING

A. Monthly Reports: By the 15th of each month, Contractor shall submit to the City an electronic report summarizing the records kept for processing the recycling materials during the previous calendar month to include:

1. Net total tons delivered.
2. Total tons by commodity.
3. Any payments due to the City.
4. Updated monthly AMVs.

5. Dates when recycling materials were diverted to a landfill (delineated as Residue, a Rejected Shipment, or because the recycling materials exceeded safe limits at Contractor's Facility) or was sold to a third-party.

B. Close-Out Report: Within fifteen (15) days from the end of the term of the Agreement (including any extensions), Contractor shall provide a summary of the Monthly Reports.

11. COMPOSITION AUDIT

A composition audit shall be performed by Contractor three (3) months from execution of the Agreement, unless waived by both Parties. The City's representatives shall be invited to observe each audit with a minimum notice of five (5) business days to the City in writing by Contractor. Audited Recyclables shall be comprised of a representative sample captured from each of the City's routes and days and contain a minimum sample size of twenty-five (25) tons per audit. Contractor shall use the City's most current composition audit results for the initial sixty (60) days of the Agreement or until such time as Contractor is able to complete its first composition audit. Composition audit data shall be provided to the City by Contractor in writing once completed no later than five (5) business days after completion of a composition audit. Contractor shall provide a short narrative report with pictures to the City along with the composition audit data.

12. RATE ADJUSTMENTS

A. For six (6) months from the effective date of this Agreement, and/or the duration of any extensions, the rate and/or fees charged by Contractor to the City will remain the same.

B. Beginning as of January 1, 2024, and as of the first day of January during each subsequent year during the term of this Agreement, the MOET shall be subject to an annual inflation adjustment. Adjustment for inflation shall be limited to the percentage change in the Consumer Price Index ("CPI") for the twelve (12) month period ending the previous December 31st, or three percent (3%), whichever is greater. For purposes of this Agreement, the Consumer Price Index means the West Urban Size A Consumer Price Index for All Urban Consumers (CPI-U-West Region), as published by United States Department of Labor, Bureau of Statistics, from time to time (or the Parties may agree in writing to use a similar index if publication of this particular index is terminated).

C. In addition to annual CPI increases, the MOET and adjustments to the published price indices may be adjusted as a result of an uncontrollable circumstance that would have a material adverse impact on the Contractor's ability to perform under this Agreement. All adjustments shall take effect based upon written approval of the City, which shall not be unreasonably withheld. Such uncontrollable circumstances may include, but are not limited to, increases in minimum wages, new and/or increased taxes, fees, or surcharges, national disaster, additional and/or altered governmental regulations, restraints by domestic and/or foreign governments, trade policies, etc. Contractor shall notify the City in writing of any such occurrence, setting forth in reasonable detail the

uncontrollable circumstance of such occurrence. The City and Contractor shall use commercially reasonable efforts to expeditiously mitigate the effects of any uncontrollable circumstance.

13. VOLUME

A. The Fee Schedule presumes Contractor receives a minimum of three hundred (300) tons per month of the recycling materials received from City (Residuals and Recyclables combined). If the City fails to deliver a minimum of three hundred (300) tons of recycling materials (Residuals and Recyclables combined) to Contractor in any single month, Contractor shall charge a minimum tonnage fee adjustment equal to 68% of the then current MOET multiplied by the total quantity of tons below three hundred (300) delivered within that month.

B. Contractor will apply the combined weight of the Residue and Recyclables towards the three hundred (300) minimum tonnage requirement.

Schedule A

Revenue share to be paid by Contractor shall be based upon the following formula schedule:

AMV Level	**Contractor to Pay…..**
MOET to MOET+$20	60% of each dollar AMV exceeds MOET up to $20
MOET+$21 to MOET+$40	Above amount PLUS 70% of each dollar AMV exceeds MOET between $21-$40
MOET+$41	Above amounts PLUS 90% of each dollar AMV exceeds MOET by $41

FOR EXAMPLE:

Revenue Share Schedule Based Upon an Initial MOET of $85.00 per ton.

AMV	Revenue Share/Ton	Revenue Share Percentage
$ 85.00	$ -	60%
$ 86.00	$ 0.60	60%
$ 87.00	$ 1.20	60%
$ 88.00	$ 1.80	60%
$ 89.00	$ 2.40	60%
$ 90.00	$ 3.00	60%
$ 91.00	$ 3.60	60%
$ 92.00	$ 4.20	60%
$ 93.00	$ 4.80	60%
$ 94.00	$ 5.40	60%
$ 95.00	$ 6.00	60%
$ 96.00	$ 6.60	60%
$ 97.00	$ 7.20	60%
$ 98.00	$ 7.80	60%
$ 99.00	$ 8.40	60%
$ 100.00	$ 9.00	60%
$ 101.00	$ 9.60	60%
$ 102.00	$ 10.20	60%
$ 103.00	$ 10.80	60%
$ 104.00	$ 11.40	60%
$ 105.00	$ 12.00	60%
$ 106.00	$ 12.70	70%
$ 107.00	$ 13.40	70%
$ 108.00	$ 14.10	70%
$ 109.00	$ 14.80	70%
$ 110.00	$ 15.50	70%
$ 111.00	$ 16.20	70%
$ 112.00	$ 16.90	70%
$ 113.00	$ 17.60	70%
$ 114.00	$ 18.30	70%
$ 115.00	$ 19.00	70%
$ 116.00	$ 19.70	70%
$ 117.00	$ 20.40	70%
$ 118.00	$ 21.10	70%
$ 119.00	$ 21.80	70%
$ 120.00	$ 22.50	70%
$ 121.00	$ 23.20	70%
$ 122.00	$ 23.90	70%
$ 123.00	$ 24.60	70%
$ 124.00	$ 25.30	70%
$ 125.00	$ 26.00	70%
$ 126.00	$ 26.90	90%
$ 127.00	$ 27.80	90%
$ 128.00	$ 28.70	90%
$ 129.00	$ 29.60	90%
$ 130.00	$ 30.50	90%
$ 131.00	$ 31.40	90%
$ 132.00	$ 32.30	90%
$ 133.00	$ 33.20	90%
$ 134.00	$ 34.10	90%
$ 135.00	$ 35.00	90%
$ 136.00	$ 35.90	90%
$ 137.00	$ 36.80	90%
$ 138.00	$ 37.70	90%
$ 139.00	$ 38.60	90%
$ 140.00	$ 39.50	90%
$ 141.00	$ 40.40	90%
$ 142.00	$ 41.30	90%
$ 143.00	$ 42.20	90%
$ 144.00	$ 43.10	90%
$ 145.00	$ 44.00	90%

***AMV shall be rounded to the nearest whole dollar to determine revenue share amount.**

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ken Fergason, Cinder Lake Landfill Project Manager

Co-Submitter: Evan Tyrrell

Co-Submitter: Evan Tyrrell

Date: 06/15/2023

Meeting Date: 06/20/2023

TITLE:

Consideration and Ratification of Contract Amendment: Ratification of the First Amendment to the Emergency Contract for the purchase of Materials/Services with Joe Dirt Excavating, Inc. for emergency hauling services of commingled recyclables in an additional amount of $100,000 (for a total Contract amount not to exceed of $300,000).

STAFF RECOMMENDED ACTION:

1. Ratify the First Amendment to the Emergency Contract for the Purchase of Materials/Services with Joe Dirt Excavating, Inc. for emergency hauling services of commingled recyclables in an additional amount of $100,000 (for a total Contract amount not to exceed of $300,000); and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

On April 26, 2023, the contractor who managed the City of Flagstaff Material Recycling Facility (MRF) ceased operations. In response to an emergency need to load and haul recycling materials from the MRF to material recycling facilities in the Phoenix area, on May 4, 2023, a contract with Joe Dirt Excavating, Inc (JDE) was executed and subsequently ratified by the City Council on May 23, 2023. The cost of that original Contract was an amount not to exceed $200,000.

City staff are currently negotiating a contract with another business for the compacting/hauling/processing of the City of Flagstaff recyclable materials. However, during this negotiation process, there may be a need for JDE to continue to haul recycling materials to Phoenix, and the potential cost of the services may exceed $200,000. For that reason, staff is requesting to add an amount not to exceed $100,000 for a total Contract amount not to exceed $300,000.

Financial Impact:

The fees associated with the Contract and the First Amendment are budgeted in the Solid Waste Fund for MRF planning efforts and in Solid Waste operations that paid the previous MRF contractor.

Policy Impact:

The First Amendment to the Contract for emergency hauling is essential for the City to maintain recycle services and to ensure that materials are recycled to their fullest extent possible.

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

Priority Based Budget Key Community Priorities and Objectives

High Performance Governance

- Serve the public by providing high quality customer service
- Encourage public trust through transparency, accessibility and use of the City's public participation policy

Safe & Healthy Community

- Foster a safe, secure, and healthy community
- Develop alternative diversion programs

Sustainable, Innovative Infrastructure

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

Livable Community

- Provide amenities and activities that support a healthy lifestyle Environmental Stewardship
- Actively manage and protect all environmental and natural resources
- Increase the private sector's participation in environmental stewardship efforts
- Promote, protect, & enhance a healthy, sustainable environment & its natural resources.

Carbon Neutrality Plan

- Goal CR-2 – Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
- Goal ES-4 – Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.
- Goal MM-3 – Divert more waste from the landfill.

Regional Plan

- Goal E&C.3 – Strengthen community and natural environment through climate adaptation efforts.
- Goal PF.1 – Work across all government operations and services to prepare for the impacts of natural and human caused hazards.
- Goal PF.2 – Provide sustainable and equitable public facilities, service, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

The City Council approved and ratified the original Contract No. 2023-130 on May 23, 2023.

Options and Alternatives:

1. Approve the First Amendment including an additional amount not to exceed $100,000 (total Contract amount of $300,000) as recommended;
2. Approve the First Amendment with a lesser amount;
3. Reject the First Amendment and direct staff to conduct a new solicitation for hauling services. This option is not recommended by staff due to the emergency need for hauling and the time it would take to solicit.

Key Considerations:

Without emergency trucking services that are capable of hauling commingled recyclables to Phoenix-area MRFs, the City will not be able to recycle its commingled recyclables that are collected by the City's Solid Waste Section. The only option available to the City would be to deliver the commingled recyclables to the Cinder Lake Landfill for disposal.

There is a planning committee consisting of representatives throughout Team Flagstaff that is working on long-term plans and strategies for recycling in the City and utilization of the former MRF property. Additionally, staff is currently negotiating with a company to compact/haul/process the City's recycling materials which will be brought to the City Council at an upcoming date.

Community Benefits and Considerations:

The City's recycling program will remain operational, which will support the City's waste diversion and carbon neutrality goals.

Attachments: TER-2023
Amendment to Recycling Services

EMERGENCY CONTRACT FOR THE PURCHASE OF MATERIALS/SERVICES
Contract No. 2023-130

This Emergency Contract for the Purchase of Materials/Services ("Contract") is made and entered into this 4th day of May, 2023, by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Joe Dirt Excavating, Inc., an Arizona Corporation ("Contractor").

WHEREAS, the City is in need of emergency hauling services for recycle materials and Contractor is able to provide those materials/services; and

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

1. Scope of Work: Contractor provided the materials/services generally described as follows:

Emergency Hauling Services for Recycle Materials

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

2. Compensation: In consideration of Contractor's satisfactory performance, the City shall pay Contractor an amount not to exceed the budgeted amount of **two hundred thousand dollars and no cents ($200,000.00)** pursuant to the specifications of the Scope of Work and Quote, attached as *Exhibit A.*

3. Approval by City Council: The Contract has been entered into as an Emergency Contract prior to City Council approval based upon the Emergency Purchase Provisions of Article 19 of the Procurement Code Manual and Impracticable Procurement Provisions of Article 2-7-E303 of the Arizona Procurement Code Manual. The Contract will be presented to City Council for approval as soon as practicable.

4. Price Adjustments: Any price adjustments must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual contract price is less than $50,000; otherwise City Council approval is required.

5. Special Terms and Conditions: The City of Flagstaff Special Terms and Conditions, attached as *Exhibit B,* are hereby incorporated into this Contract, except to the extent modified in *Exhibit A.*

6. Insurance: Contractor met the insurance requirements of the City, attached as *Exhibit C.*

7. Contract Term: The Contract term is for a period of six (6) months unless terminated pursuant to the Contract and/or the Special Terms and Conditions. The Contract will be effective as of the date signed by both parties. Performance shall commence immediately upon the City's issuance of the Notice to Proceed. Contractor shall begin the hauling services identified in *Exhibit A*, on Monday, May 8, 2023.

8. Renewal: The Contract may be renewed or extended for up to two (2) additional three (3) month periods by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

9. Termination for Convenience: The Contract may be terminated in whole or part by the City for convenience, and without a showing of default of the Contractor, upon a twenty-four (hour) written notice, without further penalty or liability to the City. If the Contract is terminated, the 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. If there is a conflict between the Termination provisions identified here and the Special Terms and Conditions, attached as *Exhibit B*, this Paragraph will prevail.

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

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

To Contractor:
Joe Vincent Call
Joe Dirt Excavating, Inc.
P.O. Box 3614
Flagstaff, AZ 86003
928-526-6908

With a copy to:
Evan C. Tyrrell, CHMM
Public Works Section Director
City of Flagstaff
3200 W. Route 66
Flagstaff, AZ 86001
evan.tyrrell@flagstaffaz.gov

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

11. Authority: Each Party warrants that it had authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

JOE DIRT EXCAVATING, INC.:

By: Joe Cell

Title: President

CITY OF FLAGSTAFF

By: _____ for

Title: Greg Clifton, City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

Christina (Kinnear) Parry

Digitally signed by Christina (Kinnear) Parry
DN: cn=Christina (Kinnear) Parry, o=City of Flagstaff, ou=City Attorney's Office, email=christina.kinnear@flagstaffaz.gov, c=US
Date: 2023.05.05 08:45:27 -07'00'

City Attorney's Office

Notice to Proceed issued: _____, 20___ at _____ p.m.

EXHIBIT A
SCOPE OF WORK/QUOTE
(Quote Attached)

Emergency Hauling Services for Recycle Materials

Contractor shall provide trucking operations to haul the City's comingled recycle materials from the City's current recycling transfer station to City-specified Materials Recovery Facilities (MRFs) in the Phoenix area. Due to the immediate need of the City to facilitate transportation for its recycle materials, the hauling operation shall begin on May 8, 2023.

The City currently collects and deposits approximately 20-25 tons per day (Monday through Friday) of recycle materials at the City's recycling transfer station. There is limited storage space at the recycling transfer station, so the recycle materials will need to be loaded and hauled away each working day (Monday through Friday), estimated at eight (8) to thirteen (13) hauls per week.

Contractor shall load and haul City recyclable materials to Phoenix area MRFs as identified in writing by the City. It is expected that that the recycled materials will be hauled in either an 18-wheel semi-truck with a walking floor trailer or an 18-wheel truck with a possum belly. It is anticipated that materials will be loaded with a CAT 930 Loader with a 4 Yard Bucket with high dump capacity. The recycle materials will be compacted on the truck as it is loaded to attempt to reach up to the maximum haul weights. The hauling services shall be in accordance with Arizona Department of Transportation (ADOT) weight restrictions and requirements.

The City's current recycling transfer station is located at:

1800 East Butler Avenue
Flagstaff, AZ 86001

The two potential destination for the recycle materials are the City of Phoenix North Gateway MRF and the WM Northwest Regional MRF.

City of Phoenix
North Gateway Transfer Station MRF
30205 North Black Canyon Highway
Phoenix, AZ 85085

The City of Phoenix North Gateway MRF is only able to accommodate walking floor style transfer trailers.

Waste Management
Northwest Regional MRF
19401 West Deer Valley Road
Phoenix, AZ 85085

The WM Northwest Regional MRF is able to accommodate most types of haul trucks, including end dumps, belly dumps, walking floor trailers, trailers loaded with baled material, and has a working trailer tipper onsite.

Contractor will be provided written notification if additional destinations for the recycle materials are identified by the City.

Joe Dirt Excavating Inc
P O Box 3614
Flagstaff, AZ 86003
Phone: (928) 526-6908

Bid Date
02/03/2023

Bill To: City of Flagstaff
211 W. Aspen Ave
Flagstaff, AZ 86001

Re: Recyclable Haul Off
Hourly Equipment Rates
Flagstaff, AZ 86001

Description	Quantity	U/M	Unit Price	Extended Price
18 Wheel Semi Truck with Walking Floor Trailer		HR	165.000000	
18 Wheel Semi Truck with Possum Belly		HR	155.000000	
CAT 930 Loader with 4 Yard Bucket & High Dump Capacity		DY	1,200.000000	
Transport of CAT Loader In/Out of Recycling Site		EA	350.000000	
Possum Belly Trailer for On-Site Loading		DY	150.000000	

Hourly bid prices figured on current fuel prices. Rates may be adjusted either increase or decrease according to fuel rates.

EXHIBIT B

SPECIAL TERMS AND CONDITIONS

(Updated May 4, 2023, Specifically for Contract 2023-130)

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

IN GENERAL

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

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

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

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

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

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

MATERIALS

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

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

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

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

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

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

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

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

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

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

SERVICES

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

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

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

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

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

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

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

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

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

INDEMNIFICATION

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

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

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

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

CONTRACT CHANGES

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

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

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

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

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

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

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

EMPLOYEES AND SUBCONTRACTORS

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

48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or 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 Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.

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

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or 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).

TERMINATION

51. **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.

52. **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.

53. **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.

54. **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

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

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

57. **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.

58. **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.

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

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

in Coconino County, Arizona.

61. **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.

62. **FORCE MAJEURE:**

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.

63. **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.

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

65. **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 City within five (5) 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 terminates on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

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

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

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

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

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

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage — $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability — $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST AMENDMENT

City of Flagstaff – Joe Dirt Excavating, Inc.

Emergency Contract for the Purchase of Materials/Services
Emergency Hauling Services for Recycle Materials

Contract No. 2023-130

This First Amendment ("First Amendment") to the fully executed Emergency Contract for the Purchase of Materials/Services (Contract No. 2023-130) dated May 4, 2023 ("Initial Contract") for Emergency Hauling Services for Recycle Materials ("Project") is made and entered into this 8th day of June 2023, by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Joe Dirt Excavating, Inc., an Arizona corporation ("Contractor").

The Parties to the Initial Contract hereby agree to the following amendment. Deleted text has a ~~strikethrough~~ and new text is **underlined and bolded**.

PARAGRAPH 2 – COMPENSATION

In consideration of Contractor's satisfactory performance, the City shall pay Contractor an amount not to exceed the budgeted amount of ~~two hundred thousand dollars and no cents ($200,000.00)~~ **three hundred thousand dollars and no cents ($300,000.00)** pursuant to the specifications of the Scope of Work and Quote, attached as *Exhibit A.*

All other provisions of the Initial Contract shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above. This First Amendment will be in full force and effect when it has been approved and executed by the duly authorized City officials.

CITY OF FLAGSTAFF

By: For:

Title: City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

JOE DIRT EXCAVATING, INC.:

By: Joe Call

Title: President

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Wesley Welch, Associate Planner
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Public Hearing, Consideration, and Adoption of Ordinance No. 2023-20: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 1.17 acres of real property located at 1899 S Woodlands Village Boulevard from the Light Industrial Open (LI-O) zone with the Resource Protection Overlay (RPO) to the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 20, 2023, Council Meeting:

1) Hold the Public Hearing
2) Read Ordinance No. 2023-20 by title only for the first time
3) City Clerk reads Ordinance No. 2023-20 by title only (if approved above)

At the July 3, 2023, Council Meeting:

4) Read Ordinance No. 2023-20 by title only for the final time
5) City Clerk reads Ordinance No. 2023-20 by title only (if approved above)
6) Adopt Ordinance 2023-20.

Executive Summary:

Direct to Ordinance Zoning Map Amendment requested by John Reddell Architects, on behalf of the property owner Trampus Mansker, of approximately 1.17 acres located at 1899 S Woodlands Village Boulevard from the Light Industrial Open (LI-O) zone with the Resource Protection Overlay (RPO) to the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO).

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this request.

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

Priority Based Budget Key Community Priorities and Objectives
Achieve a well-maintained community through comprehensive & equitable code compliance, & development that is compatible with community values.
Promote, protect, & enhance a healthy, sustainable environment & its natural resources.

Carbon Neutrality Plan
WS-3 Continue to Support water conservation efforts across the Flagstaff Community
HF-1 Protect existing forests, resources, and meaningful open spaces.
EP-2 Support the adaptation efforts of local businesses as the climate changes and the economic landscape shifts.

Regional Plan
See attached Planning & Zoning Commission staff report for full analysis.

Has There Been Previous Council Decision on This:

There has been no previous Council decision on this application.

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background/History:

The applicant, John Reddell Architects, is requesting a Direct to Ordinance Zoning Map Amendment on behalf of the property owner, Trampus Mansker, to rezone approximately 1.17 acres from the LI-O zone with an RPO to the HC zone with an RPO located at 1899 S Woodlands Village Boulevard. This amendment would allow the expansion of an existing use that became legal non-conforming with the adoption of the Zoning Ordinance in 2011. At the time this property was developed, in 2002, the property was zoned Light Industrial (LI) and both a carwash and lube shop were permitted uses.

The subject property is a corner lot located at the intersection of University Avenue and Woodlands Village Boulevard. The existing development fronts University Avenue which is the shorter street frontage on this lot and is sited closest to the interior lot line away from Woodlands Village Boulevard. Primary access to the site is from Woodlands Village Boulevard. Rows of vacuums are located along the Woodlands Village Boulevard frontage. All existing vegetation will be maintained on this site. The applicant proposes to remove the lube shop component (1,568 square feet) of the existing use and expand the carwash by 980 square feet.

In the future, any redevelopment of the site will need to conform to the standards of the HC zone and any regulations of the Flagstaff Zoning Code in place at the time, regarding lighting, site design, architectural design standards, site planning design standards, signage standards, etc. The site was developed before the adoption of the current Zoning Code, any new development will be required to conform with all regulations of the City in place at the time of redevelopment.

Key Considerations:

Zoning Map Amendment Findings
An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth

in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

The following findings will be analyzed specific to the approved site plan and consider if the site were to be redeveloped entirely under the HC zone standards.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:
The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

See Planning & Zoning Staff Summary.

B. Finding #2
To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

C. Finding #3
To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities must ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements. No impact analyses were required for this site.

For all future redevelopment, Staff would review the proposed project through the IDS Review Process to ensure it is in conformance with all current codes. If any issues arise that could endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity then further studies and analyses will be required.

Community Benefits and Considerations:
Community benefits and considerations reltaed to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report date June 14, 2023.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-ways.

The applicant held one on-site neighborhood meeting regarding this case on April 10th at 6:00 p.m. The architect, the property owners, and one neighboring business owner attended the meeting. The neighboring business owner showed his support for the proposed redevelopment. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

Attachments:

Presentation
Application
Planning & Zoning Commission Staff Report
Ord. 2023-20
Legal Description
Project Narrative
Regional Plan Analysis
Site Plan
Elevations
Landscape Plan
Citizen Participation Plan
Neighborhood Meeting Minutes

Ocean Blue Carwash
Woodlands Village
Direct to Ordinance
Zoning Map Amendment

1899 S Woodlands Village Boulevard

Wesley Welch, Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Ocean Blue Carwash

Property

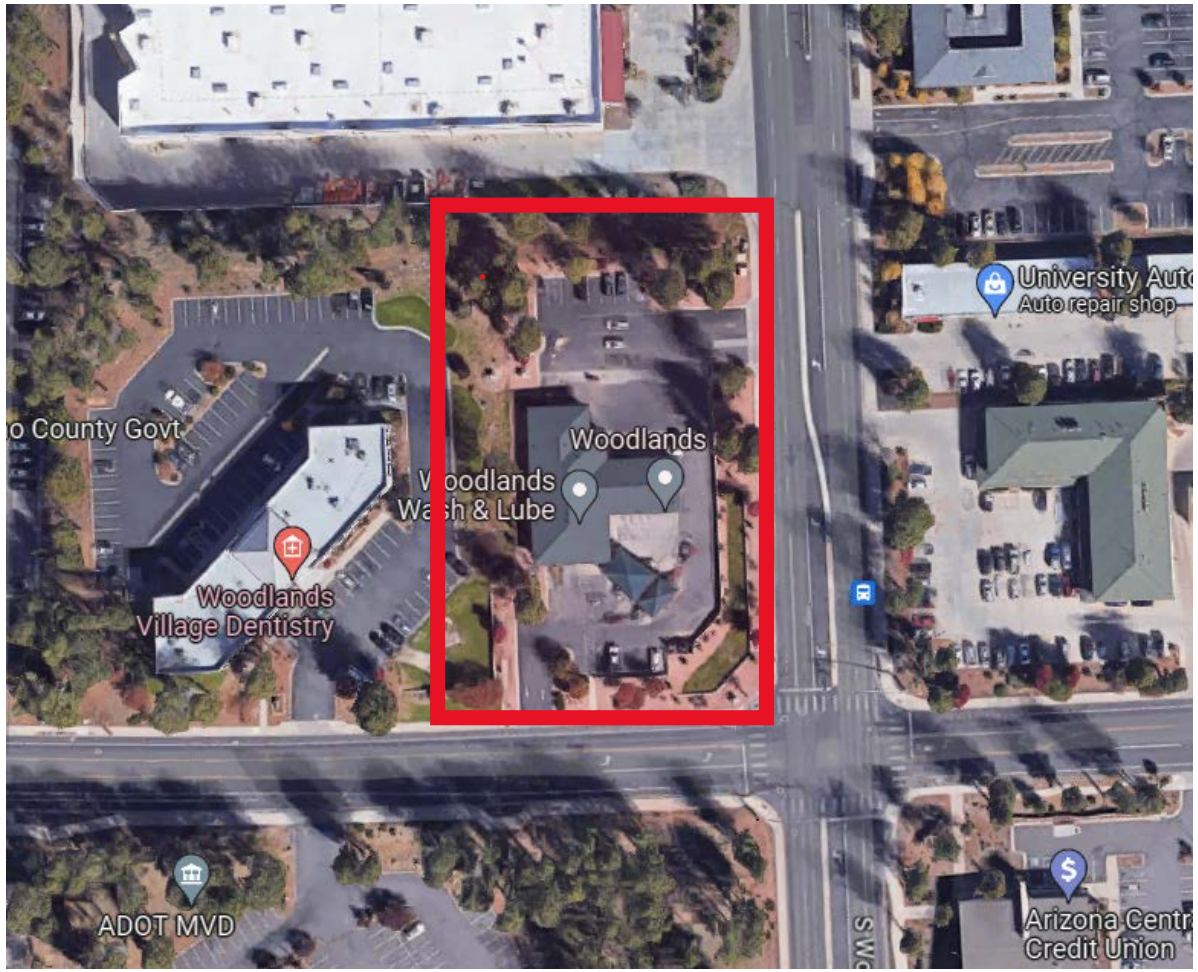
1899 S Woodlands Village Boulevard
APN 112-24-001B

Proposed Use

Applicant wishes to remove the lube shop on the site and expand the existing carwash use

Request

1. Direct to Ordinance Zoning Map Amendment to rezone approximately 1.17 acres located at 1899 S Woodlands Village Boulevard from the Light Industrial Open (LI-O) zone with the Resource Protection Overlay (RPO) to the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO).



Site History

- Carwash was a permitted, existing use prior to the adoption of the current Zoning Code (adopted in 2011).
- New zoning designation of Light Industrial Open (LI-O) made the existing use legal non-conforming.
- Applicant is proposing to expand the existing use on the site but will need to go through the rezoning process in order to bring the site into conformance.

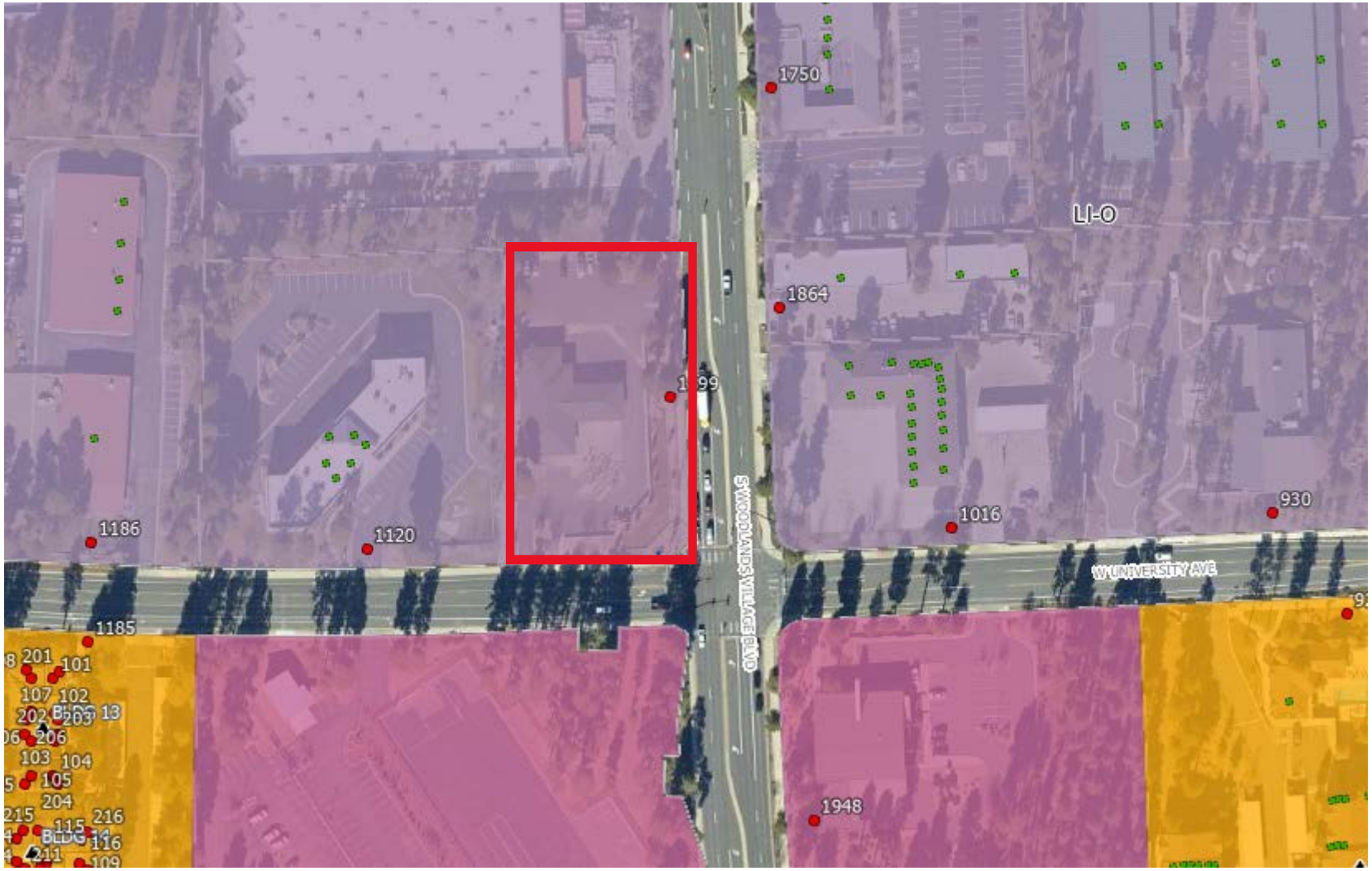
Property Context Map

North
Home Depot, zoned LI-O

West
Office Complex, Zoned LI-O

East
Right-of-Way and an Office Complex across the street, zoned LI-O

South
Right-of-Way and Arizona MVD and Arizona Department of Transportation, zoned HC

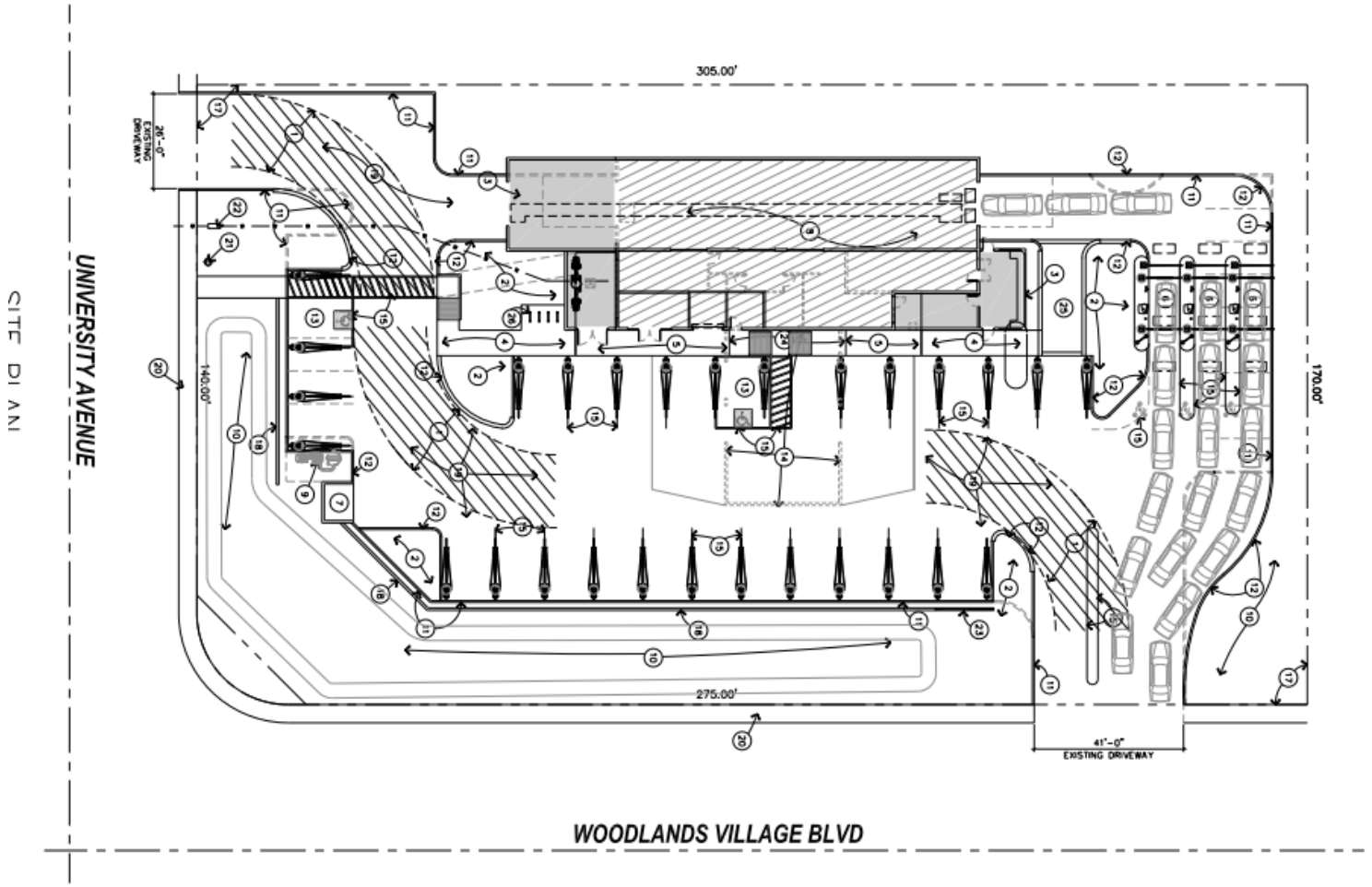


Types of Zoning Map Amendments

- Direct to Ordinance with a Site Plan
  - Requires applicant to submit fully developed site plans with all supporting information required for a site plan review.
  - Once a zoning map amendment is approved by Council, the project can proceed directly to construction plan review.
- Concept Zoning Plan
  - Process allows a concept plan and applicant to pursue site plan approval after the rezoning. This means staff has not reviewed building heights, landscape plans, outdoor lighting plans, signage or architectural design standards.

Ocean Blue Carwash Site Plan

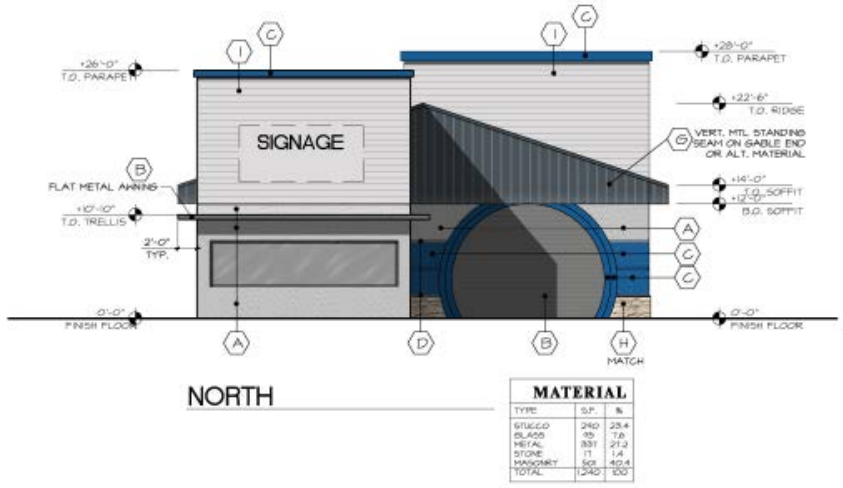
- Existing Building Area
  - Lube Building Demo
    - 1,536 square feet
  - Remaining Carwash
    - 4,500 square feet
  - New addition
    - 1,536 square feet
- 1.17 acre site
- 5 employee parking spaces



Parking Calculations

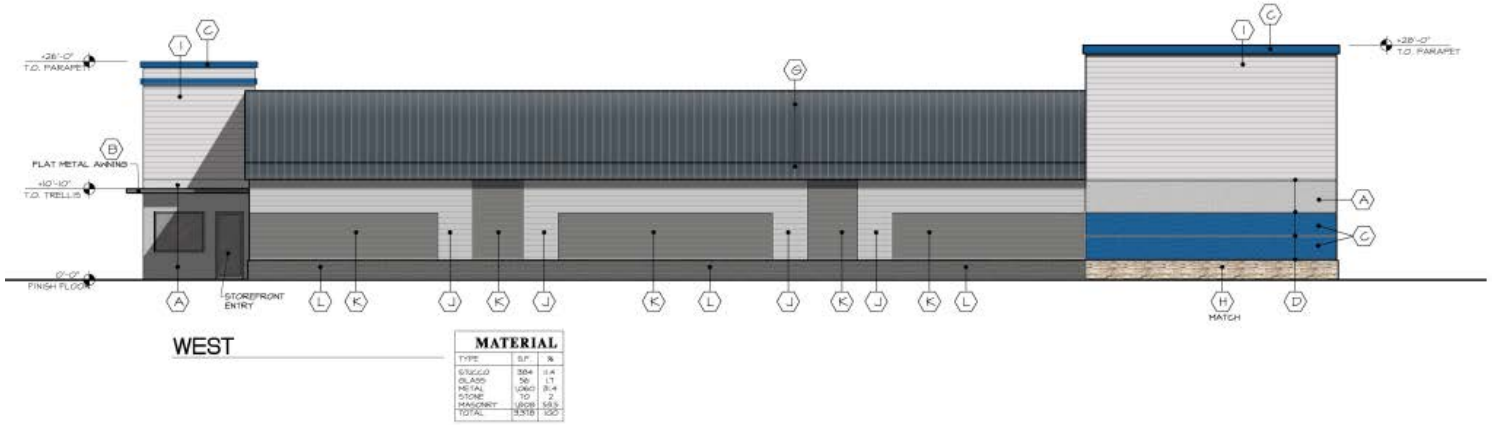
- Per the Flagstaff Zoning Code, a **Car Wash** use requires 1.5 spaces per employee plus the drive-through parking requirement.
  - With a total of **3** employees on a shift, this requires 5 employee parking spaces which were provided.
- **Bicycle parking** is also required.
  - The applicant has provided **4** bicycle racks, double the minimum requirement of 2.
- **ADA (accessible)** designed parking spaces are also required based on total number of vehicular spaces.

Proposed Building Elevations



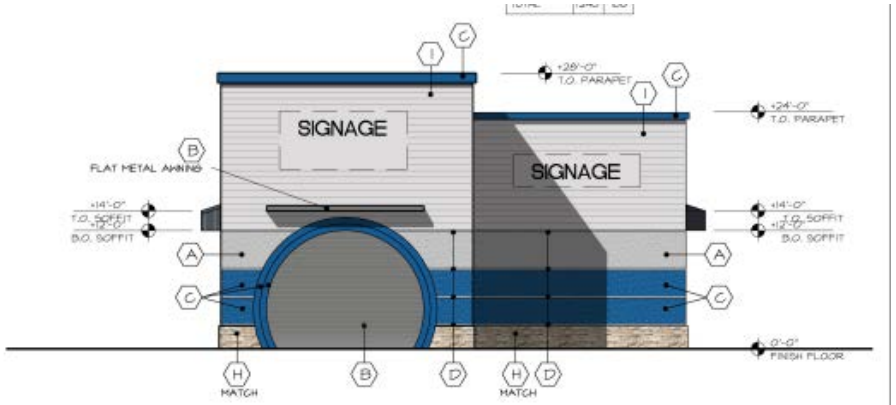
NORTH

MATERIAL		
TYPE	S.F.	%
STUCCO	280	23.4
GLASS	95	7.8
METAL	331	27.3
STONE	17	1.4
MASONRY	501	40.4
TOTAL	1240	100



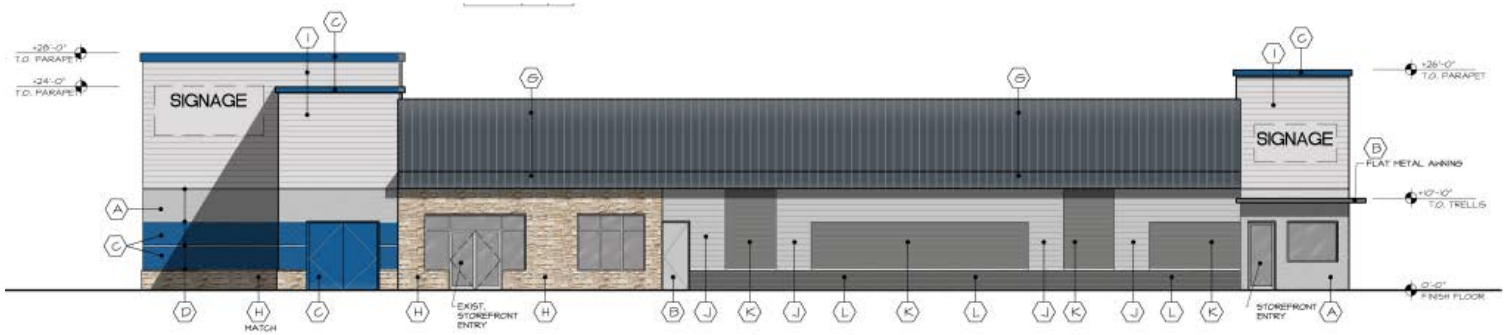
WEST

MATERIAL		
TYPE	S.F.	%
STUCCO	384	11.4
GLASS	56	1.7
METAL	1,060	31.4
STONE	10	.2
MASONRY	1,808	53.3
TOTAL	3,318	100



SOUTH

MATERIAL		
TYPE	S.F.	%



EAST

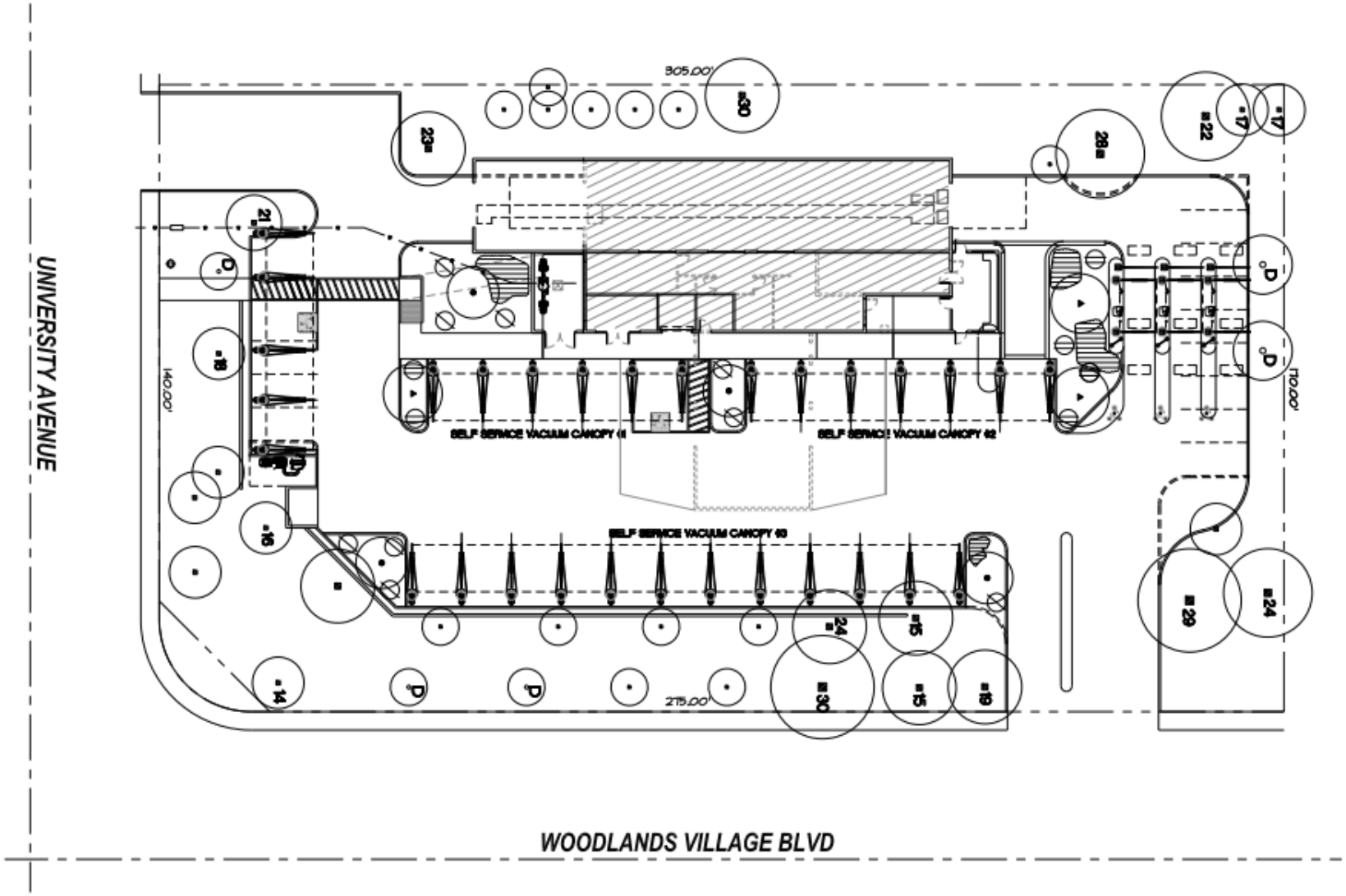
MATERIAL		
TYPE	S.F.	%
STUCCO	352	9.8
GLASS	204	6
METAL	1,130	34
STONE	219	6.2
MASONRY	1,414	42
TOTAL	3,318	100

BUILDING ELEVATIONS

1/8"=1'-0"

All architectural renderings are protected by copyright law and may not be copied or reproduced in any fashion

Landscaping Plan



PLANT MATERIALS LIST

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY.	REMARKS
	Deciduous Tree	Existing	5	
	Ponderosa Pine	Existing	35	
	Baby Blue Spruce	24" Box	4	7'H x 2.5'W x .75"Cal.
	Autumn Blaze Flowering Prep	24" Box	3	7.5'H x 4'W x 1.5"Cal.
	SHRUBS			
	Snowmound Spirea	5 Gallon	9	
	'Royal Burgendy BarBarry	5 Gallon	6	
	GROUND COVERS			
	Acacia redolens 'Desert Carpet' Trailing Acacia	1 Gallon	20	6' O.C. Triangulated

Future Development on the Site

- Proposed condition of approval stipulates that the site will be tied to the site plan for 10 years.
- After that, the site would be allowed to redevelop based on the regulations of the HC zone at the time of redevelopment.
- This may bring the site into closer conformance with the future land use map from the Regional Plan.

Impact Analyses

- There are three main impact analyses that can be triggered by code:
  - Traffic Impact Analysis
  - Water Sewer Impact Analysis (WSIA)
  - Stormwater Analysis
- This development did not meet the thresholds that require any of the three above analyses.
- Any future development would be reviewed against the current code at the time and could be required to provide impact analyses depending on the intensity of the development.

Zoning Map Amendment Findings

Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code prior to considering the proposed amendment

Finding #1

1.17 acres designated as Existing Suburban located at the center of a Suburban Activity Center.

Medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; and the area may have access to public transportation.

The majority of Suburban Activity Centers identified in the Regional Plan contain HC zoned properties. This area is also identified as "Suburban – Future" in the Future Growth Illustration map. Future redevelopment regulated with the HC zoning regulations would bring the site into further conformance with the Regional Plan.



Zoning Map Amendment Findings

Finding #2

The proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff, and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

Zoning Map Amendment Findings

Finding #3

The site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Finding #3

Adequacy of Site

- Staff believes that the proposed application meets this finding. The Inter-Division Staff (IDS) reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements. No impact analyses were required for this site.
- For all future redevelopment, Staff would review the proposed project through the IDS Review Process to ensure it is in conformance with all current codes. If any issues arise that could endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity then further studies and analyses will be required.

Citizen Participation Plan

- Applicant held one on-site neighborhood meeting regarding this case on April 10th. The architect, the property owners, and one neighboring business owner attended. The business owner was in support of the rezone.
- A second neighborhood meeting requirement was waived by the Director.
- A Citizen Participation Report was prepared and attached to the staff summary.
- Staff has not received any comments on this application.

Staff Recommendation

The Planning and Zoning Commission by unanimous vote (5-0) recommend the City Council finds the proposed Zoning Map Amendment in substantial conformance with the required findings and approve an amendment to the Zoning Map for 1.17 acres LI-O zone with the RPO to the HC zone with the RPO, with the following conditions:

1. The subject property must be developed in accordance with the approved site plan. Modifications (other than minor modifications) to the approved site plan may require an amendment to this request within 10 years of the date of the approval. After 10 years the property may be developed under the Zoning Code standards for the Highway Commercial Zone including all permitted and conditional uses and affiliated development standards.

2. The proposed development, and any future redevelopment, shall meet all other requirements of the Zoning Code and other City codes, ordinances, and regulations.

3. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of LI-O in accordance with A.R.S. § 9-462.01.

Thank you!

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Questions or Comments

City of Flagstaff — Community Development Division

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

Date Received	Application for Direct to Ordinance Zoning Map Amendment	File Number

Project Name	OCEAN BLUE CAR WASH (WOODLANDS)		
Site Address	**Parcel Number(s)**	**Subdivision & Lot Number**	**Site Acreage**
1899 S. WOODLANDS VILLAGE	112-24-001-B		1.17
Existing Zoning District	**Proposed Zoning District**	**Existing Regional Plan Area and Place Type**	
LI-O	HC		
Existing Use	**Proposed Use**		
CARWASH	CARWASH		

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

Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase): SMALL

Property Owner(s)		**Phone**	
TRAMPUS MANSKER		928.660.1396	
Mailing Address	**City, State, Zip**	**E-mail**	
2083 E. HARDY LANE	CAMP VERDE, AZ 86322	MANSKER212@HOTMAIL.COM	
Applicant(s)		**Phone**	
JOHN REDDELL (JOHN REDDELL ARCHITECTS)		602-531-2854	
Mailing Address	**City, State, Zip**	**E-mail**	
4992 S. 158 ST	GILBERT, AZ 85298	JOHN@REDDELLARCHITECTS.COM	
Project Representative(s)		**Phone**	
JOHN REDDELL (JOHN REDDELL ARCHITECTS)		602.531.2854	
Mailing Address	**City, State, Zip**	**E-mail**	
4992 S. 158TH ST.	GILBERT, AZ 85298	JOHN@REDDELLARCHITECTS.COM	

Property Owner Signature (required)	Date	Applicant Signature	Date
	1-23-23	John Reddell	1-18-2023

For City Use

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

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

Staff Assignments	Planning	Engineering	Fire	PW/Water Services	Stormwater

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-22-00164-01

DATE: **May 24, 2023**
MEETING DATE: **June 14, 2023**
REPORT BY: **Wesley Welch**

REQUEST:
Direct to Ordinance Zoning Map Amendment requested by John Reddell Architects, on behalf of the property owner Trampus Mansker, of approximately 1.17 acres located at 1899 S Woodlands Village Boulevard from the Light Industrial Open (LI-O) zone with the Resource Protection Overlay (RPO) to the Highway Commercial (HC) zone with the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, subject to the following conditions:

1. The subject property must be developed in accordance with the approved site plan. Modifications (other than minor modifications) to the approved site plan may require an amendment to this request within 10 years of the date of the approval. After 10 years the property may be developed under the Zoning Code standards for the Highway Commercial Zone including all permitted and conditional uses and affiliated development standards.
2. The proposed development, and any future redevelopment, shall meet all other requirements of the Zoning Code and other City codes, ordinances, and regulations.
3. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of LI-O in accordance with A.R.S. § 9-462.01.

PRESENT LAND USE:
The subject property ("Property") is approximately a 1.17-acre parcel containing a carwash and lube shop, which are considered legal non-conforming uses in the LI-O zone.

PROPOSED LAND USE:
The applicant proposes to remove the lube shop and expand the current carwash use. Any future redevelopment of the site shall conform with the requirements of the HC zone, the Zoning Code and other City codes, ordinances, and regulations.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Home Depot, zoned LI-O
East: Right-of-Way and an Office Complex across the street, zoned LI-O
South: Right-of-Way and Arizona MVD and Arizona Department of Transportation, zoned HC
West: Office Complex, zoned LI-O

I. Project Introduction

A. Background/Introduction

The applicant, John Reddell Architects, is requesting a Direct to Ordinance Zoning Map Amendment on behalf of the property owner, Trampus Mansker, to rezone approximately 1.17 acres from the LI-O zone with an RPO to the HC zone with an RPO located at 1899 S Woodlands Village Boulevard. This amendment would allow the expansion of an existing use that became legal non-conforming with the adoption of the Zoning Ordinance in 2011. At the time this property was developed, in 2002, the property was zoned Light Industrial (LI) and both a carwash and lube shop were permitted uses.

The subject property is a corner lot located at the intersection of University Avenue and Woodlands Village Boulevard. The existing development fronts University Avenue which is the shorter street frontage on this lot and is sited closest to the interior lot line away from Woodlands Village Boulevard. Primary access to the site is from Woodlands Village Boulevard. Rows of vacuums are located along the Woodlands Village Boulevard frontage. All existing vegetation will be maintained on this site. The applicant proposes to remove the lube shop component (1,568 square feet) of the existing use and expand the carwash by 980 square feet.

In the future, any redevelopment of the site will need to conform to the standards of the HC zone and any regulations of the Flagstaff Zoning Code in place at the time, regarding lighting, site design, architectural design standards, site planning design standards, signage standards, etc. The site was developed before the adoption of the current Zoning Code, any new development will be required to conform with all regulations of the City in place at the time of redevelopment.

B. Proposed Rezoning and Development Plan

The applicant, John Reddell Architects, is requesting rezoning approval to permit the expansion of the existing carwash. If the site were to be redeveloped in the future, it would be subject to the Site Plan approval process and would be required to conform with the regulations of the Flagstaff Zoning Code in place at the time.

Site Plan

On May 12, 2023, the Inter-Department Staff (IDS) approved the Site Plan and deemed the rezoning application to be complete. If this rezoning is approved, the applicant will need to submit civil plans and building permits.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 1.17 acres will be rezoned to the HC zone. Development of the site will be required to comply with the standards of the Zoning Code. This rezoning will be conditioned to the approved Site Plan for 10 years. After which, future redevelopment of the site shall be allowed if it conforms with the development standards of the HC zone at the time of development.

i. Site Planning Standards

The site was developed in 2002 prior to the adoption of the current Site Planning Design Standards, which focus on building forward design. The new expansion helps bring the site closer to compliance with these standards. The addition is located primarily on the University Avenue frontage.

The site follows the pattern of development of other parcels in the area. Situated along a commercial corridor, the surrounding sites consist of buildings and their adjacent parking lots. The landscaping standards will be consistent with the landscaping in the surrounding areas.

The proposed addition will remain consistent with the scale of the current structure on the proposed site.

The continuity of the site will remain consistent with the current structure on the site. The materials used will remain consistent with what is currently on the site and blend with the surrounding architecture.

Any future redevelopment would need to conform to the Site Planning Design Standards at the time of development.

ii. Resource Protection

There is an RPO zone on the subject site. The Zoning Code requires commercially zoned parcels to protect 30% of the tree resources. A Natural Resource Protection Plan (NRPP) was submitted as part of the site plan application from 2002, which identifies the protected trees on the site. The current site plan submittal does not

show any removal of the protected trees. The applicant will also be providing additional landscaping to the site beyond what is currently required. If this rezoning is approved, staff will ensure compliance with the Zoning Code during Civil Plan review.

Future redevelopment of the site would require that the resources remain protected.

iii. Open Space & Civic Space

The proposed use does not require either open space or civic space.

Future redevelopment of the site would be subject to open space and/or civic space regulations if the development meets the applicability standards for requiring open space or civic space.

iv. Pedestrian and Bicycle Circulation Systems

There are existing sidewalks along both the University Avenue and Woodlands Village Boulevard frontages. The applicant may be required to update the driveways to meet ADA requirements. This will be determined at Civil Plan review. There is also an existing concrete path that leads from the University Avenue sidewalk to the building. The applicant is providing four new bicycle parking spots.

Future redevelopment would be required to meet the pedestrian and bicycle circulation systems at the time of development.

v. Compatibility and Architectural Design Standards

The proposed addition meets the Architectural Design Standards prescribed by code. The entire building will be finished with materials that meet the current architectural design standards, including metal panels, stone veneer, and split-face CMU block of varying colors. The building is designed so that the more visually heavy materials are placed at the bottom of the building. All colors meet the code requirement of having a Light Reflectance Value (LRV) of 50% or less. The majority of the building is preexisting and built prior to the current architectural standards. For this reason, staff did not require full compliance with the articulation standards.

Future redevelopment would be required to meet current Architectural Design Standards at the time of development.

vi. Landscaping

The applicant was not required to bring the existing landscaping on the entire site up to current standards, since the proposed addition is less than a 35% increase in gross floor area. However, the site will not only retain its original landscaping but will also provide new additional landscaping.

Future redevelopment would be required to meet current Landscaping standards at the time of redevelopment.

vii. Outdoor Lighting

The subject property is located within Lighting Zone 2. An outdoor lighting permit is required to be submitted with the building permit and will be reviewed for compliance with our Dark Sky standards.

Future redevelopment would be required to meet current Outdoor Lighting standards at the time of redevelopment.

viii. Parking

Due to the drive-thru nature of the development, the only parking requirements are for employee parking. The code stipulates that 1.5 parking spaces are required per employee. The applicant states that there will

be 3 employees on any given shift, for a total of 5 parking spaces. These spaces are delineated on the site plan.

Future redevelopment would be required to meet the current Parking standards at the time of redevelopment.

ix. Historic/Cultural Resources
The Heritage Preservation Officer has determined that no analysis of the site is required.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact
No analysis was required. Staff required the applicant to provide information about the number of cars queuing for the carwash to ensure they will not block traffic on Woodlands Village Boulevard.

Any future redevelopment will be reviewed by staff and could possibly require a traffic/right-of-way impact analysis, depending on the intensity of the project.

ii. Water and Wastewater Impact
No analysis was required. The applicant states that the new carwash equipment is more efficient than the existing equipment, using less water and recycling the water it does use.

Any future redevelopment will be reviewed by staff and could require a water and wastewater impact analysis, depending on the intensity of the project.

iii. Stormwater Analysis
No analysis was required. The development is not proposing any increase to the impervious area, in fact, the new landscaping areas add pervious areas to the site.

Any future redevelopment will be reviewed by staff and could require a stormwater analysis depending on the intensity of the project.

II. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

The following findings will be analyzed specific to the approved site plan and consider if the site were to be redeveloped entirely under the HC zone standards.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:
The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other

applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types.

The subject property is designated as Existing Suburban area type and is located near a Suburban Activity Center and within the pedestrian sheds of two Regional Scale Suburban activity centers. Suburban areas are intended to have medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; some services and goods are available to the residents; and the area may have access to public transportation. Regional activity centers are located at the intersection of major roads and have multiple large residential developments. The proposed development meets the components of the activity center and area type by providing an auto-oriented business in a one-story building.

The majority of Suburban Activity Centers and Pedestrian Sheds identified in Regional Plan currently contain HC zoned properties within their boundaries. The Future Growth Illustration Map identifies the intersection of Woodlands Village and University Avenue as "Suburban – Future". The Regional Plan does not identify Industrial uses to be located within these areas. Future redevelopment regulated by the HC zoning regulations would bring the site into further conformance with the Regional Plan more so than redevelopment regulated by Light Industrial – Open zoning.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The relevant goals and policies can be found below and within the developer's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each relevant chapter.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

The subject property is not identified as a site with significant or concentrations of natural resources per Maps 7 and 8 within the Regional Plan.

Policy E&C.4.2 aims to develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation. The redeveloped site will implement new technology that provides for the reuse of the water along with new efficiency of the water-saving equipment.

Goal E&C.5 aims to preserve dark skies as an unspoiled natural resource and a core element of community character. As part of this redevelopment, the site will need to submit for an outdoor lighting permit and will need to bring the entire site into compliance with the current dark skies lighting code. Any future redevelopment of the site would need to conform to the lighting codes and regulations in place at that time.

Goal E&C.8 aims to maintain areas of natural quiet and reduce noise pollution. The remodel process will remove an existing vacuum turbine exposed along University Avenue and will relocate it to an area within an enclosed structure where the noise pollution will be outfitted with noise suppression equipment.

b. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

As shown on Map 21 and referenced in Policy WR.4.3., "Development requiring public utility services will be located within the Urban Growth Boundary." The Property is located within the Urban Growth Boundary. There is existing water and sewer infrastructure at the intersection of University Avenue and Woodlands Village Boulevard that can support the proposed addition. By opening this site for any future redevelopment regulated by the HC zone, infill development would be able to connect to current utility services in a dense area without extending the boundaries of the services. This would help to meet Policy WR.6.4 which encourages low-impact development strategies.

The applicant has noted that they are implementing new technology in the carwash that provides for the reuse of the water along with new efficiency of the water-saving equipment that is replacing older equipment that is much less efficient in water use and reuse. This applies to Policy WR.3.3 which aims to integrate sound water conservation and reuse systems into new and updated public facilities.

It is important to note that a Water-Sewer Impact Analysis (WSIA) was not required for this site, however any future redevelopment would be reviewed by staff to determine if a WSIA would be required for the new development.

c. Energy (Energy Efficiency and Renewable Energy)

Goal E.1 encourages increasing energy efficiency. The addition to this development will not consume more energy than is currently on the site as this is a proposition for the expansion of a current use. With the removal of the lube shop and the change from a full-service carwash to an express automated carwash, the site will be updated to provide the latest in energy-efficient motors and equipment operations.

d. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences, and Education)

Policy CC.1.1 aims to conserve ponderosa pines. The current landscaping plan does not remove any of the required preserved trees from the original site plan. Any future redevelopment of the site would be required to preserve the resource protected trees as well.

Goal CC.3 aims to preserve, restore, enhance, and reflect the design traditions of Flagstaff. Specifically, policies CC.3.1 and CC.3.2 discuss the desired design of buildings and their relationship to their context including maintaining and enhancing existing buildings. The new design of the building provides a more diverse mixture of materials and helps to provide a more modern look to the existing structure. Additionally, future redevelopment of the site would be required to adhere to the Zoning Code regulations specifically regarding Site Planning Design Standards and Architectural Design Standards.

e. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed development proposes a removal of one use to expand an existing use.

The applicant has met with nearby residents and property owners. The Citizen Participation Report, required as part of the rezoning application and prepared by the architect, outlines the specific details of these efforts. Policy LU.1.11 calls for collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment are proposed so that they are included, engaged, and informed.

Goal LU.1 promotes an investment in existing neighborhoods and activity centers for the purpose of developing complete and connected places. This works in conjunction with Goal LU.9 which aims to focus reinvestment in urban areas. The proposal to expand the existing use shows a more cohesive development of the site. According to the applicant, the lube shop use is not as utilized. Therefore, expanding the more utilized use will bring more vitality to the site. By allowing any future redevelopment to be developed under HC zone standards, this will allow more commercial, pedestrian-friendly uses. Many of these uses are not allowed under the current industrial zoning.

Policy LU.1.3 promotes reinvestment at the neighborhood scale to include redevelopment of underutilized properties and remodeling of existing buildings and streetscapes. The site will be redeveloped to provide an expansion of a use that is more heavily utilized on the site and future redevelopment regulated by the HC zone will provide the opportunity to bring more commercial uses to the site.

Goal LU.5 encourages compact development principles to achieve efficiencies and open space preservation. If this site were to be redeveloped under the current zoning designation of Light Industrial – Open then it would not meet the policies of this goal especially LU.5.4 which encourages development to be clustered in appropriate to and within the context of each area type: urban, suburban, and rural.

Goal LU.13 aims to increase the variety of housing options and expand opportunities for employment and neighborhood shopping within suburban neighborhoods. If future redevelopment were to occur, then this rezone would increase the allowed commercial uses on the site. Likewise, Goal LU.18 aims to develop well-designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices. If rezoned to HC, this would increase the commercial uses allowed for any future redevelopment.

f. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

Goal T.5 aims to increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community. Any redevelopment of this site would be required to provide up-to-date code requirements for pedestrian connections to the surrounding right-of-way.

Goal T.6 aims to provide for bicycling as a safe and efficient means of transportation and the applicant proposes to provide bicycle parking for four bicycles. Any future redevelopment of the site would be required to provide bicycle amenities relative to the size of the development. It is important to note that no Transportation Impact Analysis was required for this site. However, future redevelopment of the site may require an updated analysis of potential traffic impacts.

g. Neighborhoods, Housing, and Urban Conservation

Goal NH.1 aims to foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region. This redevelopment will help provide a site with updated architectural characteristics and will also provide a more streamlined use allowing for more cars to queue for the carwash. Additionally, any future redevelopment of the site would be required to adhere to current Architectural Design Standards prescribed by code. It is important to note that Industrial uses are not required to adhere to these design standards and would be able to develop the site without a focus on architectural standards.

Goal NH.6 focuses on ensuring redevelopment and infill are compatible and enhance the overall community character. Policy NH.6.1 states that when planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process. The applicant held a neighborhood meeting and sent letters to surrounding neighbors to inform them of the process. Neither the applicant nor city staff have received any complaints regarding the proposed redevelopment.

iii. Applicable Specific Plan

This area of the city is part of the Woodlands Village Specific Plan. The Specific Plan was adopted in 1990, and the initial development of the site was in conformance with the plan. The northernmost areas within the plan were designated as Business Parks. The plan stated that if the designated Business Park uses are not marketable, the Commerce/Commercial uses may be substituted. Additionally, any future redevelopment in the HC zone would be mainly commercial uses. It is important to note that the Woodlands Village Specific Plan excludes residential uses in the Business Park designated area making this site primed for solely commercial uses. The Zoning Map Amendment request is in conformance with the Woodlands Village Specific Plan.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

C. Finding #3

To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities must ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements. No impact analyses were required for this site.

For all future redevelopment, Staff would review the proposed project through the IDS Review Process to ensure it is in conformance with all current codes. If any issues arise that could endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity then further studies and analyses will be required.

III. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-ways.

The applicant held one on-site neighborhood meeting regarding this case on April 10th at 6:00 p.m. The architect, the property owners, and one neighboring business owner attended the meeting. The neighboring business owner showed his support for the proposed redevelopment. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

Attachments:

- Application
- Project Narrative
- Regional Plan Analysis
- Site Plan
- Building Elevations
- Landscape Plan
- Citizen Participation Plan
- Neighborhood Meeting Minutes

ORDINANCE NO. 2023-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 1.17 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 1899 S WOODLANDS VILLAGE BOULEVARD, FROM THE LIGHT INDUSTRIAL OPEN (LI-O) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE HIGHWAY COMMERCIAL (HC) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO), PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, John Reddell Architects, ("the Applicant"), on behalf of the property owner Trampus Mansker, has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 1.17 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from the Light Industrial Open (LI-O) zone with a Resource Protection Overlay (RPO) to the Highway Commercial (HC) zone with a Resource Protection Overlay (RPO) for the purpose of redeveloping the site to remove the existing lube shop and expand the existing car wash use as permitted in the Highway Commercial zone; and

WHEREAS, the Applicant conducted a neighborhood meeting on April 10, 2023 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and a hearing on June 14, 2023, and has recommended XXXXX of the requested Zoning Map Amendment application, subject to the Applicant's compliance with a certain condition set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Council has considered the conditions recommended by the Planning and Zoning Commission and has found it to be appropriate for the Property; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Direct to Ordinance Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Light Industrial Open (LI-O) zone to Highway Commercial (HC) zone as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following condition:

CONDITION:

1. The subject property must be developed in accordance with the approved site plan. Modifications (other than minor modifications) to the approved site plan may require an amendment to this request within 10 years of the date of the approval. After 10 years the property may be developed under the Zoning Code standards for the Highway Commercial Zone including all permitted and conditional uses and affiliated development standards.
2. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
3. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Light Industrial Open (LI-O) in accordance with A.R.S. § 9-462.01.

SECTION 7. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 8. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of July, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Legal Description

Legal Description:

WOODLANDS VILLAGE UNIT 01 PORTION OF LOT 1 DESCRIPTION AS FOLLOWS:

BEGINNING AT THE NE CORNER LOT1: THENCE SOUTH 87 DEGREES 28 MINUTES 45 SECONDS WEST 170.00'; THENCE SOUTH 2 DEGREES 31 MINUTES 15 SECONDS EAST 303.89';THENCE NORTH 87 DEGREES 28 MINUTES 45 SECONDS EAST 145.00' TO CURVE;THENCE THENCE EAST & NORTHEASTERLY 39.27' ALONG CURVE;THENCE NORTH 2 DEGRESS 31 MINIUTES 15 SECONDS WEST 278.89' TO THE POINT OF BEGINNING.

Address:

1899 S. WOODLANDS VILLAGE BLVD

QS:

Sixteenth: SE Quarter: SE Section: 20, Township: 21N, Range: 07E

John Reddell Architects, Inc.
Architecture Interiors Land Planning

Narrative

The site is at 1899 S. Woodland Village Blvd., the existing Woodland Car Wash. We are requesting a Direct to Ordinance Zoning Map Amendment for the existing Woodlands Carwash. The carwash is an existing non-conforming use in LI-O zoning and our request is a change to HC zoning to conform with the existing car wash.

The existing full-service carwash is to be remodeled as to be an exterior express carwash with self-serve vacuums. The existing oil/lube/detail portion of the building is to be demolished with the addition of office at the entry end of the tunnel and addition of 30' of tunnel length at the exit end. There is also an addition of a vacuum room on the building to relocate the exposed vacuum equipment into an interior space. This will remove the noise generation that is outside and eliminate the noise by the location internal in the building. Self-serve pay stations will be located in (3) lanes on the north side of the site turning south into the existing carwash tunnel and exiting at the south end. When exiting the customer has the option to exit the site onto University Avenue at the existing ingress/egress drive or turn left into the self-vacuum lane to vacuum or exit on Woodlands Village Blvd. at the existing ingress/egress drive.

The fire and sanitation access remains the same as the existing thru the site with the trash enclosure remaining as existing.

The building coverage remains the same with the addition of 2767 sf. of landscape area that results in removal of existing asphalt area. The existing retention area all remains in place with existing drainage flow design in place.

The exterior car wash is a way in which to provide the customer the service of a quality machine exterior car wash and their option to free self serve vacuum at a significant savings over a full car wash cost.

The hours of operation for the car wash, which includes the vacuum, will be from 7:00 am to 9:00 pm. All of the equipment is housed within the building structure including the pump motors and vacuum unit which is one central vacuum.

4992 S. 158th Street Gilbert, Arizona 85298
Phone: 602-531-2854 E-mail:john@reddellarchitects.com

REGIONAL PLAN ANALYSIS
For
OCEAN BLUE CARWASH (WOODLANDS)

1899 S. Woodlands Village Blvd.

Prepared for:
City of Flagstaff
221 W. Aspen Avenue
Flagstaff, AZ 86001

Prepared by:
John Reddell Architects
4992 S. 158th Street
Gilbert, AZ 85298
602-531-2854

Prepared Date:
March 29, 2023

PROJECT SUMMARY

The site is and existing carwash to be remodeled as to provide an improved service with an updated equipment package for the tunnel wash and free self-serve vacuums.

The carwash was developed originally as an approved use under the then existing zoning, after being in service for a number of years a new zoning district overlay was adopted which left the existing carwash as an existing non-conforming use. The client is in process of purchasing the carwash and remodeling the project bringing in the new technology of the carwash industry that will provide up to date service to the community.

REGIONAL PLAN ANALYSIS

We are requesting a rezoning as to bring the existing non-conformance use into conformance which a Regional Plan Analysis is required. The following information summarizes the sections of the Regional Plan that were analyzed and the reasons why this project is supported, since this is an existing project that is operational as a carwash various sections do not pertain to the remodel but how it may be developed in the future after the life of the existing use. This analysis will primarily look at the improvements in modernizing the existing use and the change from LI-O to HC zoning in the Suburban Regional Activity Center.

CHAPTER IV – ENVIROMENTAL PLANNING AND CONSERVATION

CLIMATE CHANGE AND ADAPTATION GOALS AND POLICIES

Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaffs natural resources.

Policy E&C.4.2 Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.

We are implementing new technology in the new car wash equipment being installed that provides for the reuse of the water along with the new efficiency of the water saving equipment. This new equipment will be replacing the older equipment that is much less efficient in the water use and reuse.

DARK SKIES GOALS AND POLICIES

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

Policy E&C.5.3. Continue to enforce dark sky ordinances.

Existing non-conforming lighting shall be replaced with new lighting and all new site lighting will adhere to the dark skies lighting code.

ECOSYSTEM HEALTH GOALS AND POLICIES

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.

The remodeled site does not extend beyond its existing foot print area and protects the existing pine and also expands on the internal landscape areas to allow for additional landscaping to be added.

NATURAL QUIET GOALS AND POLICIES

Goal E&C.8. Maintain areas of natural quiet and reduce noise pollution.

Policy E&C.8.1. Establish location-appropriate sound management tools with measurable criteria.

In the remodel process we have removed the existing vacuum turbine and motor that is existing exposed on the southside of the property along University Road and we have relocated to an area within the enclosed building structure and provided new technology noise suppression equipment to the vacuum turbine. With these improvements we have removed that noise pollution being exposed.

CHAPTER VI – WATER RESOURCES

WATER DEMAND GOALS AND POLICIES

Goals WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.

Policy WR.3.3. Integrate sound water conservation and reuse systems into new and updated public facilities.

We are implementing new technology in the new car wash equipment being installed that provides for the reuse of the water along with the new efficiency of the water saving equipment. This new equipment will be replacing the older equipment that is much less efficient in the water use and reuse.

CHAPTER VII – ENERGY

EFFICENT USE OF ENERGY GOALS AND POLICIES

Goal E.1 Increase energy efficiency.

Policy E.I.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

With the remodel of the equipment tunnel we are introducing the latest in energy efficient motors and equipment operations also by adding VFD's (variable frequency drive) to our large motors which allows the maximum efficiency to energy requirement to the starting and use of the large motors. The building mechanical being replaced with new hi efficient equipment.

CHAPTER IX - GROWTH AREAS & LAND USE

APPLICABLE TO ALL LAND USES GOALS AND POLICIES

Goal LU.5. Encourage compact development principals to achieve efficiencies and open space preservation.

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.

Remodel of existing use or future redevelopment of the site reuses existing infrastructure and services reducing cost. Conserves environmental resources by promoting infill redevelopment.

SUBURBAN AREA GOALS AND POLICIES

Goal LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods and related policies.

Policy LU.13.6. Include a mix of uses and access to surrounding neighborhoods in new suburban commercial development.

If future re-development occurs it would allow the opportunity of mix uses to the to the surrounding neighborhoods

Policy LU.13.7. Include employment opportunities in all suburban activity centers.

Existing use includes employment and if future re-development occurs it will offer additional employment opportunities.

ACTIVITY CENTERS AND COMMERCIAL CORRIDORS GOALS AND POLICIES

Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

Policy LU.18.3. Redevelop underutilized properties, upgrade aging infrastructure, and enhance rights-of-way and public spaces so that existing activity centers and corridors can realize their full potential.

The remodel will enhance the existing right-of-way by updating the landscape on the perimeter along the street frontages and additional landscape internally

Policy LU.18.6. Support increased densities within activity centers and corridors.

If future re-development occurs will allow for the future increased densities within the suburban corridor.

Policy LU.18.7. Concentrate commercial, retail, services and mixed use within the activity center's commercial core.

Allows for the continuation of the existing service within the commercial core.

Policy LU18.12. Corridors should focus commercial development to the corridor frontage and residential to the back.

The site and existing building and any future re-development would be on the corridor frontage streets buffering residential behind the frontage.

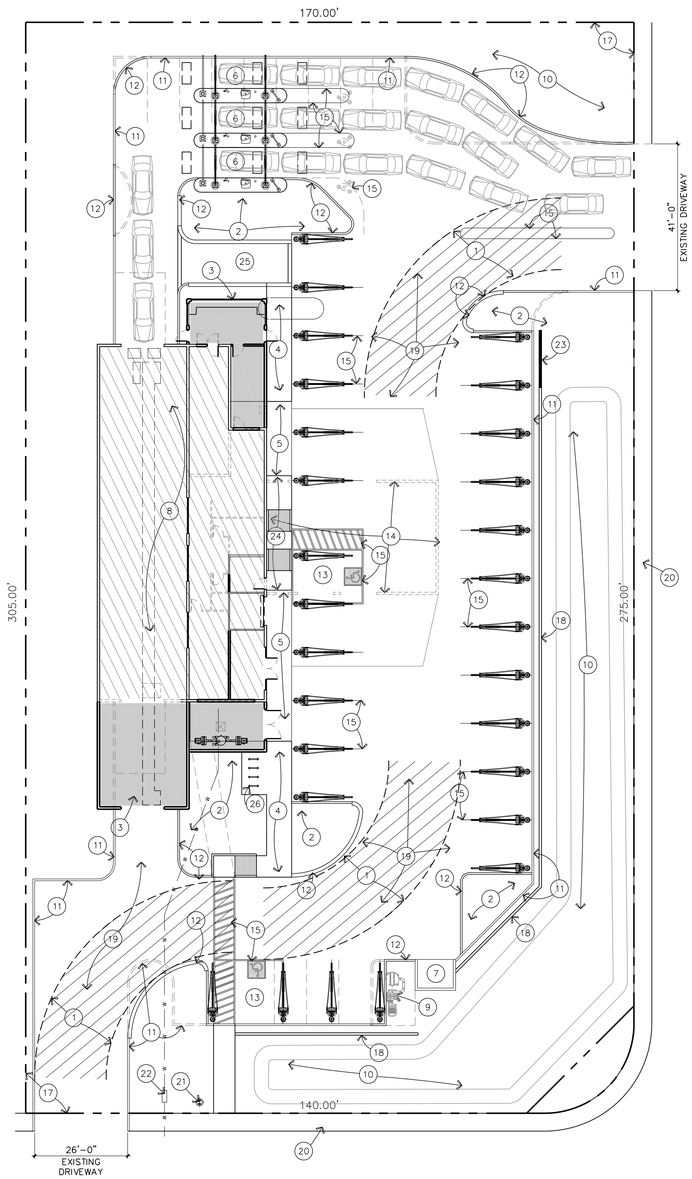
CHAPTER X – TRANSPORTATION

BICYCLE INFRASTRUCTURE GOALS AND POLICIES

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

Policy T.6.5. Provide short- and long-term bicycle parking where bicyclist want to travel.

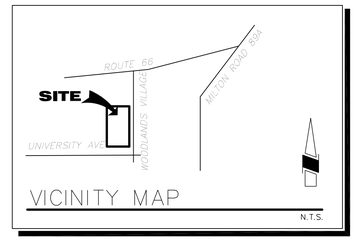
Provide bicycle parking for minimum of (4) bicycles for employees or customers bringing dogs to dog wash.



SITE PLAN

SCALE: 1"= 20'-0"

0' 10' 20' 40'



VICINITY MAP

N.T.S.

PROJECT DATA:

OWNER:
Iron Line Partners – TRAX, LLC
1830 E. Jefferson
Phoenix, AZ 85204
602-315-8275

DEVELOPER:
OCEAN BLUE CARWASH
22037 N. 78th Street
Scottsdale, Az 85255

ARCHITECT:
John Reddell Architects, Inc.
4992 S. 158TH STREET
GILBERT, AZ 85298
(602) 531-2854
Email: john@reddellarchitects.com
Contact: John Reddell

ASSESSOR PARCEL	112-24-001B
EXISTING ZONING	LI-O LIGHT INDUSTRIAL
PROPOSED ZONING	HC
SITE AREA:	51,400 SQ. FT.
LOT (NET)	(1.17 AC)
BUILDING USE	EXTERIOR CARWASH REMODEL

EXISTING CARWASH BUILDING AREA:

LUBE BUILDING DEMO	1,536 S.F.
REMAINING CARWASH BUILDING	4,500 S.F.
NEW ADDITION TO CARWASH BUILDING	1,536 S.F.
TOTAL REMODELED BUILDING S.F.	6,036 S.F.

NUMBER OF STORIES	1
FIRE SPRINKLERS	YES
LANDSCAPE COVERAGE	18%
FAR ALLOWED 3.0 / FAR PROVIDED	.117

LANDSCAPE:	7,287 S.F.
EXISTING LANDSCAPE	18,507 S.F.
DEMOED LANDSCAPE	-559 S.F.
TOTAL REMAINING	17,948 S.F.
NEW LANDSCAPE	+3,176S.F.
NEW TOTAL LANDSCAPE	21,124 S.F.
BUILDING OCCUPANCY	B
BUILDING CONSTRUCTION TYPE	V-B AFES
MAX. BUILDING HEIGHT:	60'-0"
BUILDING HEIGHT PROVIDED:	28'-0"

PARKING:

BICYCLE PARKING REQUIRED: 2	
BICYCLE PARKING PROVIDED: 4	
DRIVE THRU STACKING REQUIRED	3x5 = 15
DRIVE THRU STACKING PROVIDED	3x6= 18 INC. 1 ADA

SITE PLAN NOTES

1. FIRE TRUCK TURNING RADIUS, 35' INNER WHEEL, 55' OUTER WHEEL
2. NEW LANDSCAPE AREA
3. BUILDING ADDITION
4. NEW CONCRETE SIDEWALK
5. EXISTING SIDEWALK TO REMAIN – DO NOT DISTURB
6. NEW COVERED PAYSTATIONS
7. EXISTING TRASH ENCLOSURE LOCATION TO REMAIN
8. EXISTING BUILDING TO REMAIN
9. EXISTING VACUUM – RELOCATE INTO INTERIOR EQUIP. ROOM
10. EXISTING RETENTION AREA TO REMAIN – DO NOT DISTURB
11. EXISTING CONCRETE CURB TO REMAIN
12. NEW CONCRETE CURB – TO MATCH EXISTING
13. HDCP PARKING W/ 5' ACCESS
14. REMOVE LUBE BAY PORTION OF EXISTING BUILDING
15. PAINTED STRIPING – TYP.
16. NOT USED
17. PROPERTY LINE
18. EXISTING 3'-4" HIGH PARKING SCREEN WALL
19. EXISTING ASPHALT PAVING TO REMAIN
20. EXISTING CONCRETE SIDEWALK TO REMAIN – DO NOT DISTURB
21. EXISTING FIRE HYDRANT LOCATION TO REMAIN
22. EXISTING WATER METER LOCATION – TO REMAIN
23. NEW MAS. SCREEN WALL– MATCH EXISTING
24. NEW CONC. SIDEWALK WITH ADA RAMPS
25. BYPASS LANE
26. BICYCLE PARKING

Ocean Blue Express Carwash

1899 S Woodlands Village Blvd.
Flagstaff, AZ 86001

JohnReddellArchitects,Inc.
Architecture Interiors Land Planning
4992 S. 158th Street, Gilbert, Arizona 85298
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Date: 10/27/22
Revisions:

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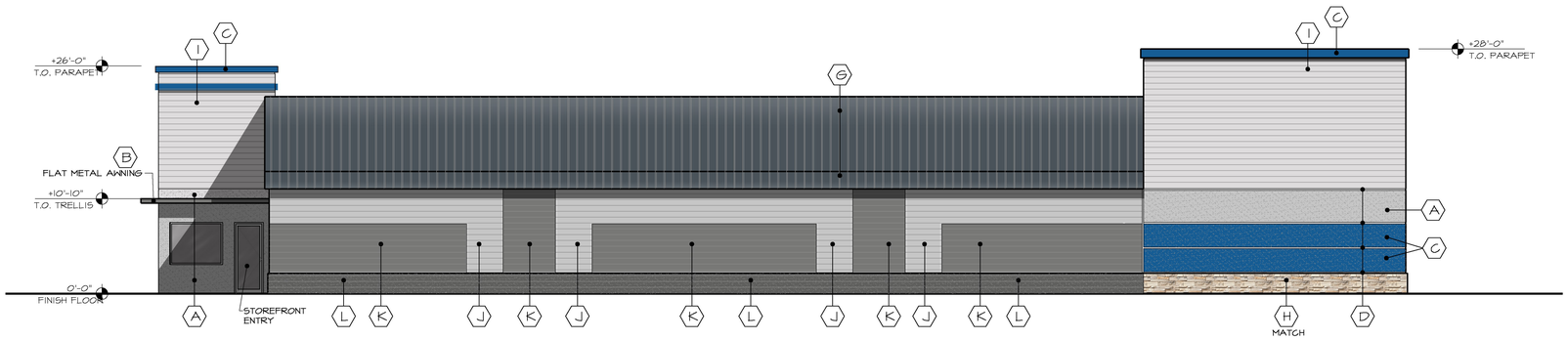
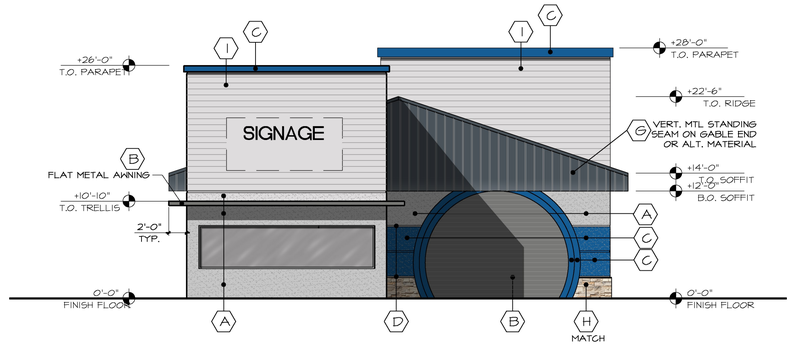


WEST

MATERIAL		
TYPE	S.F.	%
STUCCO	384	11.4
GLASS	56	1.7
METAL	1,060	31.4
STONE	70	2
MASONRY	1,808	53.5
TOTAL	3,378	100



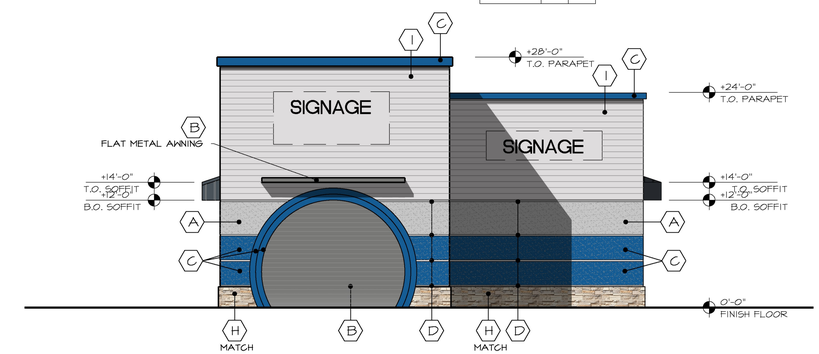
NORTH

MATERIAL		
TYPE	S.F.	%
STUCCO	290	23.4
GLASS	95	7.6
METAL	337	27.2
STONE	17	1.4
MASONRY	501	40.4
TOTAL	1,240	100



EAST

MATERIAL		
TYPE	S.F.	%
STUCCO	332	9.8
GLASS	204	6
METAL	1,150	34
STONE	278	8.2
MASONRY	1,414	42
TOTAL	3,378	100

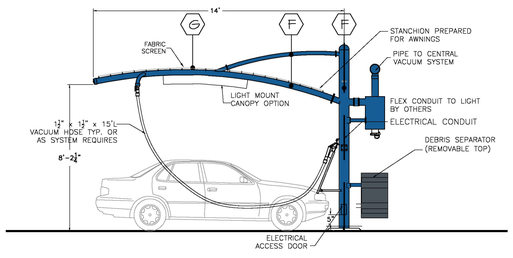


SOUTH

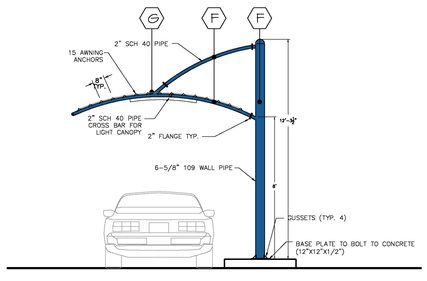
MATERIAL		
TYPE	S.F.	%
STUCCO	336	28
GLASS	0	0
METAL	161	13.5
STONE	70	5.9
MASONRY	630	52.6
TOTAL	1,197	100

BUILDING ELEVATIONS

1/8"=1'-0"



SINGLE STANCHION



EXPRES PAY STATION

CANOPY ELEVATIONS

1/4"=1'-0"

COLOR SCHEDULE

BUILDING STUCCO SYSTEM- SAND FINISH	INTEGRAL DUNN EDWARDS DE 6375 CASTLE ROCK LRV 37	A
BUILDING STUCCO SYSTEM- SAND FINISH & COILING DOOR	INTEGRAL DUNN EDWARDS DE 6364 LEGENDARY GRAY LRV 15	B
BUILDING STUCCO SYSTEM- SAND FINISH & COILING DOOR	INTEGRAL DUNN EDWARDS DE 5846 LAPIS LRV 10	C
FRYE REGLET	NATURAL ALUMINUM	D
VACUUM FRAME	POWDER COATED DUNN EDWARDS DE 5846 LAPIS LRV 10	F
STANDING SEAM METAL PANEL	ATAS METAL ROOFING DUTCH SEAM CHARCOAL GREY (62) SRI 27	G
BUILDING STONE VENEER	EXISTING GULLTURED STONE	H
8-8-16 STD. CMU PAINTED	PAINTED DUNN EDWARDS DE 6381 SILVER BULLET LRV 44	I
EXISTING 8-8-16 CMU PAINTED	PAINTED DUNN EDWARDS DE 6375 CASTLE ROCK LRV 37	J
EXISTING 8-8-16 CMU PAINTED	PAINTED DUNN EDWARDS DE 6364 LEGENDARY GRAY LRV 15	K
EXISTING 8-8-16 CMU SPLIT FACE-PAINTED	PAINTED DUNN EDWARDS DE 6370 CHARCOAL SMUDGE LRV 11	L

NOTE: ALL WINDOW FRAMES SHALL BE NATURAL ALUMINUM W/ CLEAR GLASS

Ocean Blue Express Carwash
1899 S Woodlands Village Blvd.
Flagstaff, AZ 86001

JohnReddell Architects,Inc.
ArchitectuInteriors Land Planning
4992 S. 158th Street, Gilbert Arizona 85298
602-531-2854 Email: john@reddellarchitects.com

Date: 04/25/23
Revisions:

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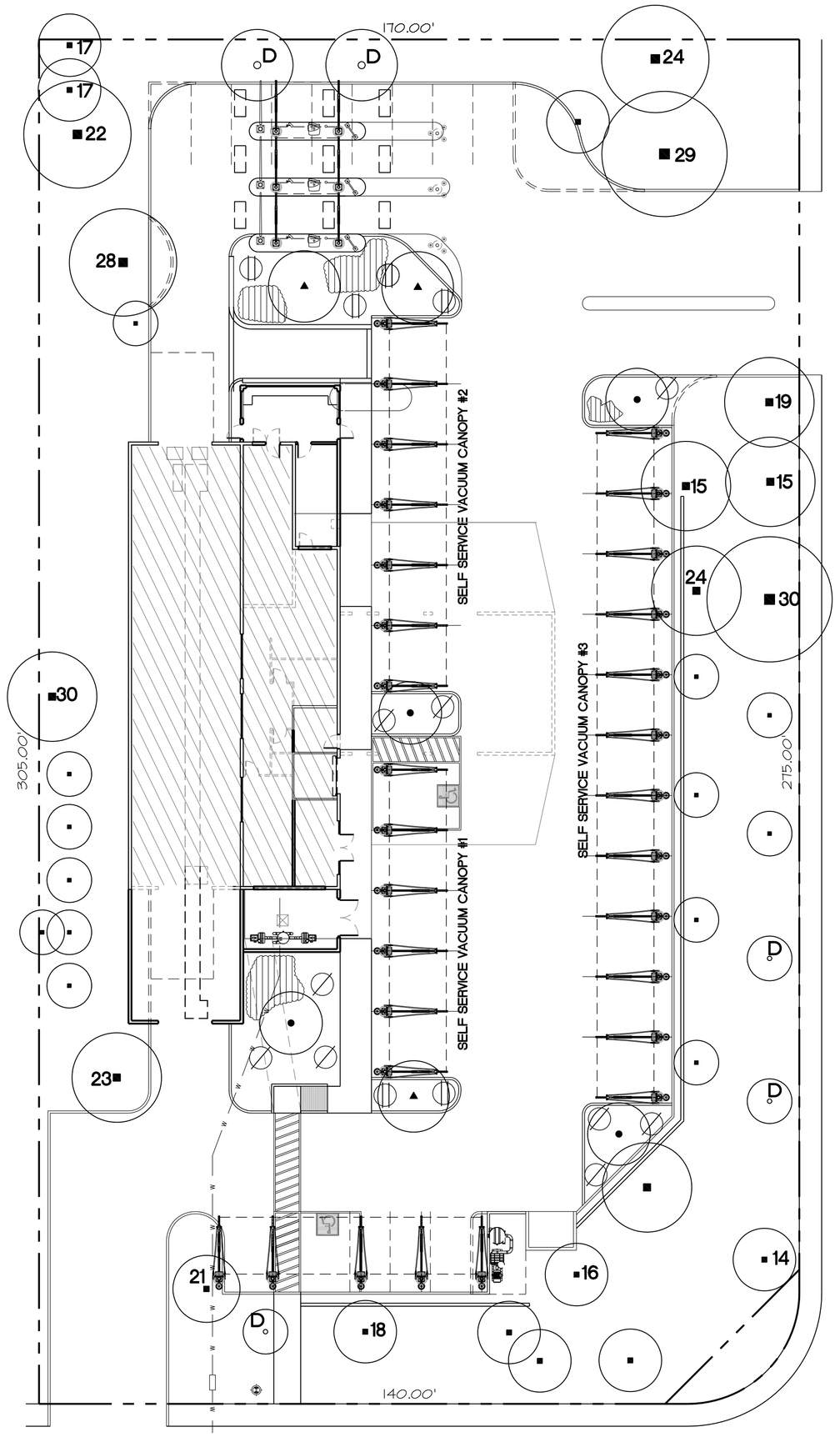
PLANT MATERIALS LIST

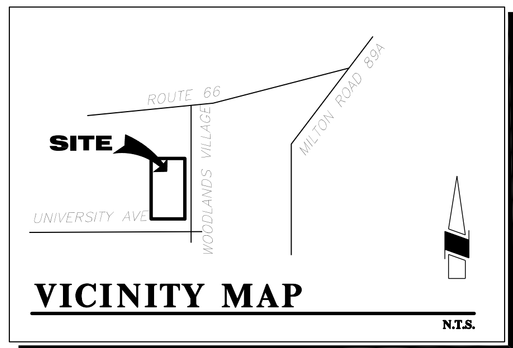
SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	QTY.	REMARKS
○	Deciduous Tree	Existing	5	
■	Ponderosa Pine	Existing	35	
●	Baby Blue Spruce	24" Box	4	7'H x 2.5'W x .75"Cal.
▲	Automn Blaze Flowering Prep	24" Box	3	7.5'H x 4'W x 1.5"Cal.
	SHRUBS:			
∅	Snowmound Spirea	5 Gallon	9	
⍉	'Royal Burgendy BarBarry	5 Gallon	6	
	GROUND COVERS:			
	Acacia redolens 'Desert Carpet' Trailing Acacia	1 Gallon	20	6' O.C. Triangulated



EXISTING LANDSCAPE PLAN

SCALE: 1"= 20'-0"

0' 10' 20' 40'



VICINITY MAP

N.T.S.

PROJECT DATA:

OWNER:

DEVELOPER:
OCEAN BLUE CARWASH
22037 N. 78th Street
Scottsdale, Az 85255

ARCHITECT:
John Reddell Architects, Inc.
4992 S. 158TH STREET
GILBERT, AZ 85298
(602) 531-2854
Email: john@reddellarchitects.com
Contact: John Reddell

ZONING

BUILDING USE: EXTERIOR CARWASH

SITE AREA: 51,400 SQ. FT. (1.17 AC)

ASSESSOR PARCEL: 112-24-001

EXISTING CARWASH BUILDING AREA:

LUBE BUILDING DEMO	1,568 S.F.
REMAINING CARWASH BUILDING	4,460 S.F.
NEW ADDITION TO CARWASH BUILDING	980 S.F.

NEW CANOPY AREA:

PAY STATION CANOPYS	420 S.F.
VACUUM CANOPY #1	854 S.F.
VACUUM CANOPY #2	1,031 S.F.
VACUUM CANOPY #3	1,884 S.F.
TOTAL CANOPIES	4,199 S.F.
TOTAL BUILDING & CANOPY S.F.	9,639 S.F.
	18%

LANDSCAPE:

EXISTING LANDSCAPE	18,507 S.F.
DEMOED LANDSCAPE	-559 S.F.
TOTAL REMAINING	17,948 S.F.
NEW LANDSCAPE	+3,176 S.F.
NEW TOTAL LANDSCAPE	21,124 S.F.

BUILDING OCCUPANCY: B

BUILDING CONSTRUCTION TYPE: V-B AFES

PARKING:

PARKING REQUIRED:

PARKING PROVIDED:

Ocean Blue Express Carwash
1899 S. Woodlands Village Blvd.
Flagstaff, AZ 86001

John Reddell Architects, Inc.
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Date:
Revisions:

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John Reddell Architects, Inc.
Architecture Interiors Land Planning

NEIGHBORHOOD MEETING PLAN
per sections 10-20.30.060 and 10-20.30.070 plan to include the following.

- **Property owners within 300'(list included) and city to provide HOA and Neighborhood Assoc. to notify within 1000' for neighborhood meeting.**
- **Proposed notification by mail (letter included) with site plan and elevation sheets included 10 days prior to meeting.**
- **Meeting shall be open house / workshop for individuals to converse and review plans with design professional and owner.**
- **Each person attending will have direct access to ask questions and provide input on the proposal to the design professional and owner's proposal.**
- **Notification letter (included) for first neighborhood meeting and the second meeting to be scheduled after City review and prior to any public hearing.**
- **Meeting notes and attendance sheet shall be submitted to the Planning Director after each meeting and any clarification of design elements in response to the neighbor's input.**

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John Reddell Architects, Inc.
Architecture Interiors Land Planning

OCEAN BLUE (WOODLANDS) CAR WASH
1899 S. WOODLANDS VILLAGE BLVD.

MINUTES OF NEIGHBORHOOD MEETING 4/10/2023

The neighborhood meeting was held on site at 1899 S. Woodland Village Blvd in the lobby of the existing carwash at 6:00 pm on Monday the 10th of April.

We provided three renderings, site plan and colored elevations at 24 x 36 mounted on boards for easy viewing and discussion. I have included a sign in sheet that has 4 attendees besides myself. There was only one from the public that attended (Steve Jackson) the property owner to the west of the carwash site. We reviewed the project with him and he was very supportive of the remodeled and the rezoning application. He offered his support in anyway that we needed to help get the proposal approved. The other attendees were the current owner and the two purchasing the project. We closed the meeting at 7:00 pm.

We had (1) other inquire by phone call on April 9, 2023 Sunday afternoon to understand the zoning process and request and stated they might show if they had any other questions but did not attend the meeting.

4992 S. 158th Street Gilbert, Arizona 85298
Phone: 602-531-2854 E-mail:john@reddellarchitects.com

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Co-Submitter:	Heidi Derryberry, Assistant Finance Director
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Public Hearing: Fiscal Year 2023-2024 Budget and Property Tax Levy

STAFF RECOMMENDED ACTION:

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

Executive Summary:

This public hearing is being held to comply with law. Arizona budget laws require a public hearing on the proposed final budget and property tax levy, A.R.S. Section 42-17104.

Financial Impact:

Upon adopting the final Fiscal Year (FY) 2023-2024 Budget, the City may commit and spend funds for community needs as described in the budget. The budget is funded through numerous revenue sources, including property tax.

The City is proposing a flat primary property tax levy of $7,043,086 on existing properties, plus a levy of $25.448 on new construction, for a total primary property tax levy in Fiscal Year (FY) 2023-2024 of $7,159,580. The primary property tax rate to support this levy is 0.6634 per $100 of assessed valuation (lower than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2023-2024, which is $7,748,836.

The City is proposing a secondary property tax levy of $8,603,114 on existing properties, plus a levy of $30,688 on new construction, for a total secondary property tax levy in FY 2023-2024 of $8,633,802. The proposed secondary property tax rate is 0.8000 per $100 of net assessed valuation (same as the prior fiscal year).

Policy Impact:

The FY 2023-2024 Budget is the financial plan of the City for the upcoming fiscal year.

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

The adoption of the Annual Budget and Financial Plan provides direction and financial resources to support the Key Community Priorities, Regional Plan and Team Flagstaff Strategic Plans.

Has There Been Previous Council Decision on This:

- January Budget Retreat on January 20, 2023
- February Budget Retreat on February 2, 2023 and February 3, 2023
- Capital Improvement Program Budget Retreat on April 7, 2023
- Council Budget Work Session on April 27, 2023 and April 28, 2023
- Tentative Budget Adoption on June 6, 2023

Options and Alternatives:

1. Conduct the public hearing; or,
2. Delay the public hearing

Background/History:

Budget adoption:
The budget was presented for tentative adoption on June 6, 2023. The tentative adoption established the maximum appropriation for the City for the FY 2023-2024 budget year. The budget legal schedules were published in the Arizona Daily Sun on June 8, 2023, and June 15, 2023.

Property tax levy:
Primary property taxes are accumulated in the General Fund and pay for general services which include but are not limited to public safety, parks and recreation, other public work services, and general administrative and management functions within the City.

Secondary property taxes support debt service payments on numerous city capital projects including the Aquaplex, fire stations, open space, street/utility projects, forest restoration, the core services facility, courthouse, infrastructure and housing projects.

The current and proposed property tax rates are shown in the "Expanded Financial Consideration" section below.

Truth in Taxation legislation:
Every year, the Truth in Taxation legislation requires that the county assessor, on or before February 10, transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the City must go through the Truth in Taxation procedures. It is important to note that it is the levy amount and not the rate which triggers the Truth in Taxation procedure. The City of Flagstaff has not triggered the Truth in Taxation notification and hearing for FY 2023-2024 and no additional notifications are required.

Key Considerations:

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget and to levy property taxes. If this time sequence is not met as required by statute, the tentative budget adoption, the final budget adoption, the property tax levy actions, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July. The County will adopt the property tax levy the first week of August. The key dates in the process have been presented as part of the action summary.

June 6, 2023 Tentative adoption of the budget by Council
June 20, 2023 Proposed budget and property tax levy public hearing
June 20, 2023 Final budget adoption (In a Special meeting)
June 20, 2023 First reading property tax ordinance

July 3, 2023 Final reading and adoption of the property tax ordinance

Expanded Financial Considerations:

The City has proposed a flat primary property tax levy in FY 2023-2024 of $7,159,580. The maximum allowable primary property revenue under state law for FY 2023-2024 is $7,748,836. The primary property tax rate will decrease from a rate of 0.6954 in FY 2022-2023 to a rate of 0.6634 in FY 2023-2024 due to a total valuation of all existing properties which are increasing 4.8%. Five years of historical data is shown below:

Property Tax Rates	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024 Proposed
Primary	0.7933	0.7510	0.7186	0.6954	0.6634
Secondary	0.8366	0.8000	0.8000	0.8000	0.8000
Total	1.6299	1.5510	1.5186	1.4954	1.4634

The final budget adoption allows the City to commit and expend resources as determined to be needed through the FY 2023-2024 budget process. There have been no changes in the final budget recommended for adoption from that presented as the tentative budget. The recommended City of Flagstaff appropriation for FY 2023-2024 is $539,705,762.

Community Benefits and Considerations:

The budget process has allowed for public participation which is vital for the City Council in determining the current year goals and objectives. The budget translates Key Community Goals and Objectives into a fiscal plan. Timely budget adoption allows the City to commit expenditures as related to the FY 2023-2024 Budget as needed for ongoing operational consistency to the citizenry. The FY 2023-2024 Budget is balanced.

Community Involvement:

Inform/Involve: This is the public hearing in the budget adoption process and it is open to public comment on the property tax levy and the final budget adoption. Budget legal schedules were published in the June 8, 2023, and June 15, 2023, Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website. The final opportunity for community involvement for budget adoption is at this public meeting. The final opportunity for public input on the tax levy will be at the July 3, 2023, Council Meeting.

Attachments: Presentation

City of Flagstaff FY 2023-2024 Budget and Property Taxes

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

June 20, 2023

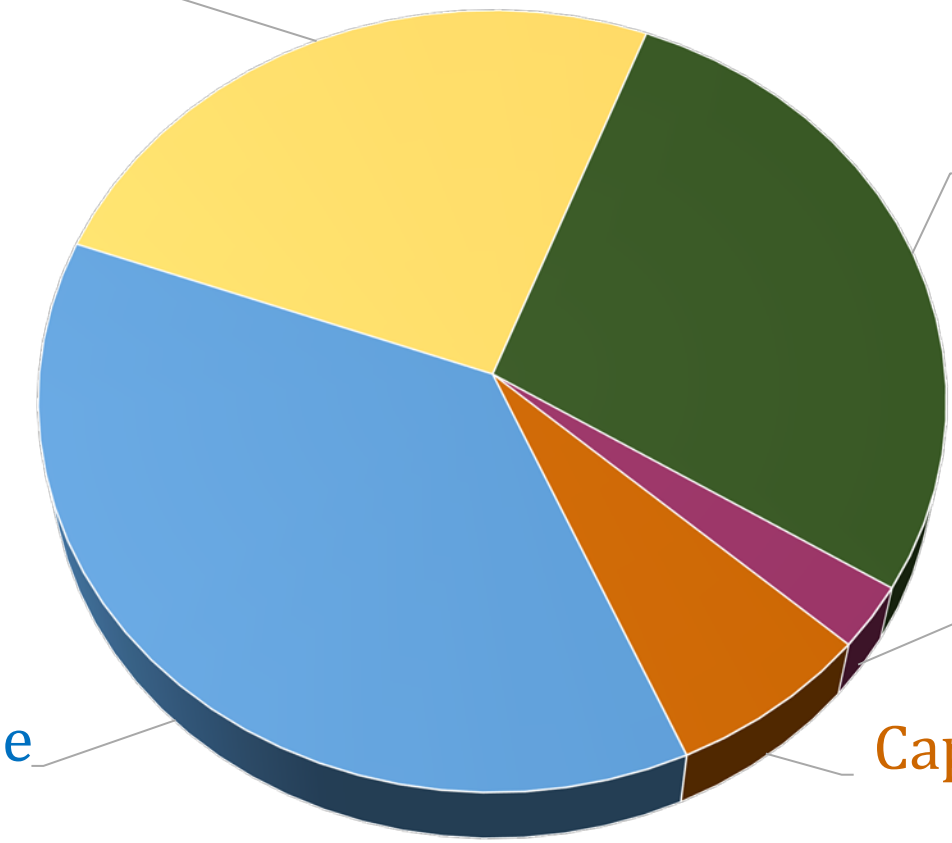
Budget Timeline

- ✓ **June 6th – Tentative Budget Adoption**
- **June 20th**
  - Public Hearing for Budget and Tax Levy
  - Final Budget Adoption
  - 1st Reading of Property Tax Ordinance
- **July 3rd**
  - 2nd Reading and Adoption of Property Tax Ordinance

Legal Schedule A

Total
FY 2023-2024
Budget:
$539,705,762

$1.2M (0.2%) decrease over FY 2022-2023



Proposed Property Tax

Total Proposed Primary Tax Levy: $7,159,580

- New construction revenue totals $25,448
- Assessed values increased 4.83% on average
- Proposed tax rate of 0.6634 per $100/AV
- Rate decrease from 0.6954 in the prior year
- Adopting $589,256 below maximum allowed
- Unrestricted revenue per state statutes

Total Proposed Secondary Tax Levy: $8,633,802

- Proposed tax rate of $0.8000 per $100/AV, same as prior year
- 5.2% levy increase
- Cannot exceed the estimated general obligation debt service payments for FY 2023-2024

Property Tax Rate History

Property Tax	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024 Proposed
Primary	0.7933	0.7510	0.7186	0.6954	0.6634
Secondary	0.8366	0.8000	0.8000	0.8000	0.8000
Total	1.6299	1.5510	1.5186	1.4954	1.4634

- Primary Property Tax Rate (FY 2023-2024)
  - Proposed: 0.6634 per $100/AV
  - Flat Levy: 0.6634 per $100/AV
  - Maximum: 0.7180 per $100/AV

Property Assessed Values

	Budget FY 2022-23 (Tax Year 2022)	Budget FY 2023-24 (Tax Year 2023)	% Increase
Limited Net AV	$ 1,025,839,285	$ 1,079,225,196	5.2%
Full Cash Net AV	$ 1,229,276,002	$ 1,485,788,250	20.9%

- Determined by the County Assessor's Office
- New construction 0.374%, $3.8M assessed value
- Values based on valuation done in late 2021 for Tax Year 2023
- Limited assessed value is used to calculate both the primary and secondary property tax per State Statutes
- Limited assessed value is limited to maximum 5% increase per year for most real property

City Property Tax Impact

Residential Example:

	$100,000 Property in 2022		$100,000 Property in 2023	
City Taxing Authority	Rate	Taxes	Rate	Taxes
Primary Property Tax	0.6954	$ 69.54	0.6634	$ 66.34
Secondary Property Tax	0.8000	$ 80.00	0.8000	$ 80.00
Total: City Taxing Authority	1.4954	$ 149.54	1.4634	$ 146.34
			Change	$ (3.20)

In FY 2022-2023, City property taxes were approximately 28% of the total residential property tax bill

City Property Tax Impact

Commercial Example:

	$1,000,000 Property in 2022		$1,000,000 Property in 2023	
City Taxing Authority	Rate	Taxes	Rate	Taxes
Primary Property Tax	0.6954	$ 1,216.95	0.6634	$ 1,160.95
Secondary Property Tax	0.8000	$ 1,400.00	0.8000	$ 1,400.00
Total: City Taxing Authority	1.4954	$ 2,616.95	1.4634	$ 2,560.95
			Change	$ (56.00)



Questions

Brandi Suda, Finance Director

bsuda@flagstaffaz.gov

928-213-2217

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Co-Submitter:	Heidi Derryberry, Assistant Finance Director
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-37: A resolution of the Council of the City of Flagstaff, Arizona, adopting the Budget for the City of Flagstaff for Fiscal Year 2023-2024.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-37 by title only
2) City Clerk reads Resolution No. 2023-37 by title only (if approved above)
3) Adopt Resolution No. 2023-37
4) Reconvene Regular Meeting

Executive Summary:

Each municipality is required to adopt a budget as prescribed by A.R.S. Title 42, Chapter 17, Articles 1 through 5. As published in the tentative adoption of the budget, the final budget is to be adopted on June 20, 2023, (during a Special Meeting), and following a public hearing to receive citizen comments.

Financial Impact:

The final budget adoption allows the City to commit and spend funds for community needs as described in the Fiscal Year (FY) 2023-2024 Budget. This will set the maximum allowable expenditures for FY 2023-2024.

Policy Impact:

The FY 2023-2024 budget is the financial plan of the City for the upcoming fiscal year.

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

The adoption of the Annual Budget and Financial Plan provides direction and financial resources to support the Key Community Priorities and Objectives, Regional Plan and Team Flagstaff Strategic Plan.

Has There Been Previous Council Decision on This:

- January Budget Retreat on January 20, 2023
- February Budget Retreat on February 2, 2023 and February 3, 2023
- Capital Improvement Program Budget Retreat on April 7, 2023
- Council Budget Work Session on April 27, 2023 and April 28, 2023
- Tentative Budget Adoption on June 6, 2023

Options and Alternatives:

- Approve the budget as presented: As the City adopted the tentative budget on June 6, 2023, the maximum appropriation for FY 2023-2024 has been set.
- Amend and approve the budget: The Council could choose to make adjustments within that maximum appropriation or make reductions in the maximum appropriation.

Background/History:

The budget was presented for tentative adoption on June 6 2023. The tentative adoption established the maximum appropriation for the City for FY 2023-2024. The budget legal schedules were published in the Arizona Daily Sun on June 8, 2023, and June 15, 2023.

Key Considerations:

The adoption of the tentative budget set forth into motion a legally mandated time sequence of actions of which the Council must adhere to adopt a final budget. If this time sequence is not met as required by statute, the tentative budget adoption, final budget adoption, and related publications must be started over. The final budget adoption must occur after a public hearing and Council must convene into a Special Meeting to adopt the final budget. The budget must be adopted by the third week of July.

June 6, 2023 Tentative adoption of the budget by Council
June 20, 2023 Proposed budget and property tax levy public hearing
June 20, 2023 Final budget adoption (In a Special meeting)

Expanded Financial Considerations:

Funds must be appropriated to allow for expenditures to occur. The City can spend less than the adopted budget, however, we cannot exceed the budget even if revenues are higher than what was adopted.

The City Council adopted an Economic Recession Plan ("Recession Plan") which provides guidance in expenditure reduction measures to ensure we stay within the revenue resources we receive as a result of changes in economic conditions. The City monitors financial revenue data throughout the year.

Community Benefits and Considerations:

The budget process has allowed for public participation which is vital for the City Council in determining the current year priorities and objectives. The budget assists in translating the community's priorities and objectives into fiscal reality. Timely budget adoption allows the City to commit expenditures as related to the FY 2023-2024 Budget as needed for ongoing operational consistency to the citizenry. The FY 2023-2024 Budget is balanced.

Community Involvement:

Inform/Involve: Earlier this evening there was a public hearing to receive any last public comments prior to final budget adoption. Budget legal schedules were published in the June 8, 2023, and June 15, 2023, Arizona Daily Sun to allow for community review. In addition, the legal and other budget schedules were made available at City Hall, at both Flagstaff Public Libraries, and on the official city website.

Attachments: Res. 2023-37
FY2023-24 Legal Budget Schedules

RESOLUTION NO. 2023-37

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE BUDGET FOR THE CITY OF FLAGSTAFF FOR FISCAL YEAR 2023-2024.

RECITALS:

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 6, 2023, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS, in accordance with said sections of said Title, and following due public notice, the Council met on June 6, 2023, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 20, 2023, in the City Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. 42-17051 (A).

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

That said estimates of revenues and expenditures shown on the accompanying schedules as now increased, reduced, or changed, are hereby adopted as the budget of the City of Flagstaff for Fiscal Year 2023-2024.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of June 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses
Schedule B – Tax Levy and Tax Rate Information
Schedule C – Revenues Other Than Property Taxes
Schedule D – Other Financing Sources/(Uses) and Interfund Transfers
Schedule E – Expenditures/Expenses by Fund
Schedule F – Expenditures/Expenses by Division (as applicable)
Schedule G – Full-Time Employees and Personnel Compensation

Official Budget Forms
City of Flagstaff
Fiscal Year 2023-2024

City of Flagstaff

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Fiscal Year 2023-2024

Resolution for the Adoption of the Budget

Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses

Schedule B – Tax Levy and Tax Rate Information

Schedule C – Revenues Other Than Property Taxes

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City of Flagstaff
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2023-2024

The final opportunity for public input on the City of Flagstaff Fiscal Year 2023-2024 budget will occur on June 20, 2023 at the 3:00 PM City Council meeting
The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 West Aspen Avenue, Flagstaff, AZ 86001
or the official website "flagstaff.az.gov" or by request

Fiscal Year		Sch	Funds							
			General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Permanent Fund	Enterprise Funds	Internal Service Funds	Total All Funds
2023	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	121,529,793	152,815,463	17,500,376	49,108,067	0	199,934,096	0	540,887,795
2023	Actual Expenditures/Expenses**	E	79,353,128	57,118,118	17,500,376	1,509,077	0	76,547,337	0	232,028,036
2024	Beginning Fund Balance/(Deficit) or Net Position/(Deficit) at July 1***		73,528,126	114,442,159	22,214,592	3,861,378	405,274	98,340,226	0	312,791,755
2024	Primary Property Tax Levy	B	7,159,580	0	0	0		0	0	7,159,580
2024	Secondary Property Tax Levy	B	0	0	8,633,802	0		0	0	8,633,802
2024	Estimated Revenues Other than Property Taxes	C	104,853,933	87,746,091	184,000	4,509,825	14,543	119,877,824	0	317,186,216
2024	Other Financing Sources	D	0	20,000,000	0	28,136,505	0	26,000,000	0	74,136,505
2024	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2024	Interfund Transfers In	D	4,881,059	13,053,313	14,309,013	4,535,893	0	3,386,033	0	40,165,311
2024	Interfund Transfers (Out)	D	12,805,857	16,344,375	5,602,333	0	0	5,412,746	0	40,165,311
2024	Reduction for Fund Balance Reserved for Future Budget Year Expenditures									
Less:	Maintained for Future Debt Retirement									0
	Maintained for Future Capital Projects									0
	Maintained for Future Financial Stability									0
	Maintained for Future Retirement Contributions									0
2024	Total Financial Resources Available		177,616,841	218,897,188	39,739,074	41,043,601	419,817	242,191,337	0	719,907,858
2024	Budgeted Expenditures/Expenses	E	136,710,187	151,079,799	14,309,013	37,303,209	0	200,303,554	0	539,705,762

Expenditure Limitation Comparison	2023	2024
1. Budgeted Expenditures/Expenses	$ 540,887,795	$ 539,705,762
2. Add/Subtract: Estimated Net Reconciling Items	0	0
3. Budgeted Expenditures/Expenses Adjusted for Reconciling Items	540,887,795	539,705,762
4. Less: Estimated Exclusions	330,007,849	308,700,082
5. Amount Subject to the Expenditure Limitation	$ 210,879,946	$ 231,005,680
6. EEC Expenditure Limitation or Voter Approved Alternative Expenditure Limitation	$ 211,134,938	$ 231,868,073

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Flagstaff
Expenditure Limitation and
Tax Levy Information
Fiscal Year 2023-2024

	Estimate* FY 2022-2023	Budget FY 2023-2024
Expenditure Limitation [Economic Estimates Commission]		$ 231,868,073
Total Estimated Expenditures Subject to Expenditure Limitation		
1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A] rev 6/06 HB 2876	$ 7,569,668	$ 7,748,837
2. Amount Received from Primary Property Taxation in FY 2022-2023 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18]	$ -	
3. Property Tax Levy Amounts		
A. Primary Property Taxes	$ 7,133,686	$ 7,159,580
B. Secondary Property Taxes	8,206,714	8,633,802
C. Total Property Tax Levy Amount	$ 15,340,400	$ 15,793,382
4. Property Taxes Collected (Estimated)		
A. Primary Property Taxes:		
(1) FY 2022-2023 Levy	$ 7,033,686	
(2) Prior Years' Levies	100,000	
(3) Total Primary Property Taxes Collected	7,133,686	
B. Secondary Property Taxes:		
(1) FY 2022-2023 Levy	8,206,714	
(2) Total Secondary Property Taxes Collected	8,206,714	
C. Total Property Taxes Collected	$ 15,340,400	
5. Property Tax Rates		
A. City of Flagstaff Tax Rate:		
(1) Primary Property Tax Rate	0.6954	0.6634
(2) Secondary Property Tax Rate	0.8000	0.8000
(3) Total City Tax Rate	1.4954	1.4634

B. Special Assessment District Tax Rates:
As of the date of the proposed budget, the City was operating one special assessment district for which secondary property taxes are levied. For information pertaining to this district and its tax rates, please contact the City Finance section.

* Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2022-2023 and 2023-2024
(With Actuals for Fiscal Year 2021-2022)

Source of Revenues	Actual Revenues 2021-2022	Budgeted Revenues 2022-2023	Estimated Revenues 2022-2023	Budgeted Revenues 2023-2024	Change (Bdgt-Bdgt)	% Change
General Fund						
Local Taxes						
City Sales Tax	$ 28,872,464	26,942,300	29,983,000	29,387,300	2,445,000	9.07%
Franchise Tax	2,391,796	2,282,700	2,390,000	2,342,200	59,500	2.61%
Excise Tax	446,253	272,798	450,000	459,000	186,202	68.26%
Licenses and Permits						
Business Licenses	31,526	30,000	30,000	30,000	-	0.00%
Building Permits	3,033,227	1,900,000	2,400,000	1,862,000	(38,000)	(2.00%)
Other Licenses and Permits	2,283,212	997,380	1,497,380	1,157,885	160,505	16.09%
Intergovernmental						
State Income Tax Sharing	10,075,723	14,800,000	14,605,000	20,227,300	5,427,300	36.67%
State Shared Sales Tax	10,818,328	10,403,000	11,000,000	10,780,000	377,000	3.62%
Auto Lieu Tax	4,125,915	4,011,000	4,100,000	3,977,000	(34,000)	(0.85%)
Federal Grants	890,897	17,177,243	3,482,725	23,697,660	6,520,417	37.96%
State/Local Grants	1,500,765	3,988,076	2,111,935	2,731,152	(1,256,924)	(31.52%)
Local Intergovernmental Agreements	1,282,310	1,098,718	1,219,169	1,226,218	127,500	11.60%
Charges for Services						
Community Development	1,420,286	745,000	745,000	745,000	-	0.00%
Parks and Recreation	794,503	1,082,870	1,082,870	1,622,870	540,000	49.87%
Public Safety	1,064,965	750,097	436,097	754,457	4,360	0.58%
Cemetery/General Government	277,325	186,563	186,563	188,403	1,840	0.99%
Fines and Forfeits	789,818	1,429,499	789,530	795,005	(634,494)	(44.39%)
Rents	1,143,415	1,654,569	994,258	1,655,136	567	0.03%
Investment Earnings	400,345	423,171	425,984	434,234	11,063	2.61%
Miscellaneous	2,379,105	755,328	958,394	781,113	25,785	3.41%
Total General Fund	74,022,178	90,930,312	78,887,905	104,853,933	13,923,621	15.31%
Special Revenue Funds						
Housing and Community Services Fund						
Intergovernmental						
Federal Grants	825,887	2,553,991	312,210	1,511,134	(1,042,857)	(40.83%)
State Grants	-	780,000	-	780,000	-	0.00%
Investment Earnings	6,753	4,000	20,435	20,639	16,639	415.98%
Miscellaneous	247,204	-	164,463	-	-	0.00%
Total Housing and Comm Svcs Fund	1,079,844	3,337,991	497,108	2,311,773	(1,026,218)	(30.74%)
COVID Relief Fund						
Intergovernmental						
Federal Grants	10,218,692	-	300,517	2,733,607	2,733,607	100.00%
Total COVID Relief Fund	10,218,692	-	300,517	2,733,607	2,733,607	100.00%
Library Fund						
Intergovernmental						
Federal Grants	22,333	100,000	100,000	75,000	(25,000)	(25.00%)
State/Local Grants	75,000	-	-	-	-	0.00%
Library District Taxes	3,708,383	4,006,938	3,940,020	4,081,723	74,785	1.87%
Miscellaneous	58,015	41,000	39,727	39,926	(1,074)	(2.62%)
Investment Earnings	26,236	39,727	27,700	41,000	1,273	3.20%
Total Library Fund	3,889,967	4,187,665	4,107,447	4,237,649	49,984	1.19%
Highway User Revenue Fund						
Intergovernmental						
Highway User Tax	9,386,281	9,539,036	9,400,000	9,212,000	(327,036)	(3.43%)
State Grants	1,003,099	-	-	-	-	0.00%
Licenses and Permits	409,929	-	-	-	-	0.00%
Investment Earnings	55,536	55,000	108,396	139,000	84,000	152.73%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2022-2023 and 2023-2024
(With Actuals for Fiscal Year 2021-2022)

Source of Revenues	Actual Revenues 2021-2022	Budgeted Revenues 2022-2023	Estimated Revenues 2022-2023	Budgeted Revenues 2023-2024	Change (Bdgt-Bdgt)	% Change
Highway User Revenue Fund - Continued						
Miscellaneous	$ 164,663	3,440,000	1,650,000	1,690,000	(1,750,000)	(50.87%)
Total Highway User Revenue Fund	11,019,508	13,034,036	11,158,396	11,041,000	(1,993,036)	(15.29%)
Transportation Fund						
Transportation Tax	34,502,818	32,213,900	35,820,674	35,109,300	2,895,400	8.99%
Intergovernmental						
Federal Grants	-	6,285,699	-	16,437,624	10,151,925	161.51%
Investment Earnings	318,301	258,000	587,000	238,000	(20,000)	(7.75%)
Miscellaneous	207,441	546,458	362,769	183,689	(362,769)	(66.39%)
Total Transportation Fund	35,028,560	39,304,057	36,770,443	51,968,613	12,664,556	32.22%
Beautification Fund						
BBB Tax	2,288,234	2,029,800	2,356,000	2,308,900	279,100	13.75%
Investment Earnings	51,105	44,000	81,200	91,000	47,000	106.82%
Miscellaneous	82,690	-	-	-	-	0.00%
Total Beautification Fund	2,422,029	2,073,800	2,437,200	2,399,900	326,100	15.72%
Economic Development Fund						
BBB Tax	1,087,769	964,200	1,119,100	1,096,700	132,500	13.74%
Investment Earnings	4,186	11,677	28,025	10,557	(1,120)	(9.59%)
Rents	436,748	403,100	403,100	426,562	23,462	5.82%
Miscellaneous	40,314	-	-	-	-	0.00%
Total Economic Development Fund	1,569,017	1,378,977	1,550,225	1,533,819	154,842	11.23%
Tourism Fund						
BBB Tax	3,434,802	3,044,700	3,534,000	3,463,300	418,600	13.75%
Intergovernmental						
Federal Grants	-	-	-	389,000	389,000	100.00%
Retail Sales	203,391	125,840	125,840	127,098	1,258	1.00%
Investment Earnings	12,886	7,594	20,000	15,255	7,661	100.88%
Miscellaneous	138,665	16,186	16,186	16,348	162	1.00%
Total Tourism Fund	3,789,744	3,194,320	3,696,026	4,011,001	816,681	25.57%
Arts and Science Fund						
BBB Tax	857,475	761,200	883,500	865,800	104,600	13.74%
Investment Earnings	5,895	5,000	10,000	15,000	10,000	200.00%
Miscellaneous	30,155	-	25,000	-	-	0.00%
Total Arts and Science Fund	893,525	766,200	918,500	880,800	114,600	14.96%
Recreation Fund						
BBB Tax	3,777,792	3,349,200	3,887,400	3,809,700	460,500	13.75%
Intergovernmental						
State Grants	-	300,000	300,000	200,000	(100,000)	(33.33%)
Investment Earnings	8,659	6,000	26,705	46,000	40,000	666.67%
Miscellaneous	132,680	-	-	-	-	0.00%
Total Recreation Fund	3,919,131	3,655,200	4,214,105	4,055,700	400,500	10.96%
Parking District Fund						
Parking	1,110,298	1,225,907	1,225,907	1,250,175	24,268	1.98%
Investment Earnings	7,433	24,000	16,710	18,900	(5,100)	(21.25%)
Miscellaneous	372	-	-	-	-	0.00%
Total Parking District Fund	1,118,103	1,249,907	1,242,617	1,269,075	19,168	1.53%
Water Resource and Infrastructure Protection (WRIP) Fund						
Water Resource Protection Fee	1,114,689	1,277,380	1,277,380	1,290,154	12,774	1.00%
Intergovernmental						
Federal Grants	9,618	1,200,000	1,200,000	-	(1,200,000)	(100.00%)

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2022-2023 and 2023-2024
(With Actuals for Fiscal Year 2021-2022)

Source of Revenues	Actual Revenues 2021-2022	Budgeted Revenues 2022-2023	Estimated Revenues 2022-2023	Budgeted Revenues 2023-2024	Change (Bdgt-Bdgt)	% Change
Water Resource and Infrastructure Protection (WRIP) Fund - Continued						
Investment Earnings	$ 5,416	5,000	12,248	13,000	8,000	160.00%
Total WRIP Fund	1,129,723	2,482,380	2,489,628	1,303,154	(1,179,226)	(47.50%)
Total Special Revenue Funds	76,077,843	74,664,533	69,382,212	87,746,091	13,081,558	17.52%
Debt Service Funds						
Secondary Property Tax Fund						
Investment Earnings	18,175	39,000	8,575	38,000	(1,000)	(2.56%)
Total Secondary Property Tax Fund	18,175	39,000	8,575	38,000	(1,000)	(2.56%)
Pension Debt Service Fund						
Investment Earnings	27,262	72,000	299,870	146,000	74,000	102.78%
Total Pension Debt Service Fund	27,262	72,000	299,870	146,000	74,000	102.78%
Total Debt Service Funds	45,437	111,000	308,445	184,000	73,000	65.77%
Permanent Funds						
Perpetual Care Fund						
Contributions	12,790	10,284	10,284	10,490	206	2.00%
Investment Earnings	2,288	4,327	4,018	4,053	(274)	(6.33%)
Total Perpetual Care Fund	15,078	14,611	14,302	14,543	(68)	(0.47%)
Total Permanent Funds	15,078	14,611	14,302	14,543	(68)	(0.47%)
Capital Project Funds						
Non GO Bonds Projects Fund						
Real Estate Proceeds	-	2,000,000	-	2,000,000	-	0.00%
Intergovernmental						
Federal Grants	-	-	499,000	570,212	570,212	100.00%
State Grants	-	-	-	52,700	52,700	100.00%
Miscellaneous	2,500	-	250,000	193,233	193,233	100.00%
Total Non GO Bonds Projects Fund	2,500	2,000,000	749,000	2,816,145	622,912	31.15%
GO Bonds Projects Fund						
Intergovernmental						
Federal Grants	59,406	66,892	-	1,572,305	1,505,413	2,250.51%
State Grants	488,285	193,121	25,356	121,375	(71,746)	(37.15%)
Investment Earnings	5,506	-	-	-	-	0.00%
Total GO Bonds Projects Fund	553,197	260,013	25,356	1,693,680	1,433,667	551.38%
Total Capital Projects Funds	555,697	2,260,013	774,356	4,509,825	2,056,579	91.00%
Enterprise Funds						
Drinking Water Fund						
Intergovernmental						
Federal Grants	38,753	4,250,000	-	11,848,467	7,598,467	178.79%
Water Fees	18,599,155	19,662,250	18,707,688	18,922,907	(739,343)	(3.76%)
Investment Earnings	158,683	138,186	388,000	240,813	102,627	74.27%
Rents	16,772	5,150	20,000	5,150	-	0.00%
Miscellaneous	15,704	-	-	-	-	0%
Total Drinking Water Fund	18,829,067	24,055,586	19,115,688	31,017,337	6,961,751	28.94%

City of Flagstaff
Summary by Fund of Revenues Other Than Property Taxes
Fiscal Years 2022-2023 and 2023-2024
(With Actuals for Fiscal Year 2021-2022)

Source of Revenues	Actual Revenues 2021-2022	Budgeted Revenues 2022-2023	Estimated Revenues 2022-2023	Budgeted Revenues 2023-2024	Change (Bdgt-Bdgt)	% Change
Wastewater Fund						
Wastewater Fees	$ 12,489,772	12,102,662	11,789,507	11,835,133	(267,529)	(2.21%)
Investment Earnings	141,258	128,000	355,000	280,000	152,000	118.75%
Miscellaneous	121,235	-	60,939	-	-	0.00%
Total Wastewater Fund	12,752,265	12,230,662	12,205,446	12,115,133	(115,529)	(0.94%)
Reclaimed Water Fund						
Reclaimed Water Fees	1,006,874	1,068,158	1,021,539	1,021,539	(46,619)	(4.36%)
Investment Earnings	13,886	13,860	43,022	33,585	19,725	142.32%
Total Reclaimed Water Fund	1,020,760	1,082,018	1,064,561	1,055,124	(26,894)	(2.49%)
Stormwater Fund						
Intergovernmental						
Federal Grants	45,173	1,500,000	1,487,975	584,041	(915,959)	(61.06%)
State Grants	541,194	-	1,391,952	4,800,000	4,800,000	100.00%
Stormwater Fees	4,448,571	4,355,418	4,592,290	5,285,890	930,472	21.36%
Investment Earnings	-	65,051	-	94,605	29,554	45.43%
Total Stormwater Fund	5,034,938	5,920,469	7,472,217	10,764,536	4,844,067	81.82%
Solid Waste Fund						
Solid Waste	14,251,357	13,741,358	14,176,799	14,546,081	804,723	5.86%
Investment Earnings	96,386	118,139	356,707	294,563	176,424	149.34%
Miscellaneous	70,296	1,680,000	1,680,000	-	(1,680,000)	(100.00%)
Total Solid Waste Fund	14,418,039	15,539,497	16,213,506	14,840,644	(698,853)	(4.50%)
Sustainability and Environmental Management Fund						
Intergovernmental						
Federal Grants	-	3,500,000	3,500,000	7,000,018	3,500,018	100.00%
State Grants	3,000	105,000	105,000	733,000	628,000	598.10%
Environmental Services	1,232,875	1,225,551	1,235,639	1,286,587	61,036	4.98%
Investment Earnings	7,430	10,000	18,500	21,000	11,000	110.00%
Miscellaneous	6,644	-	-	-	-	0.00%
Total Sustainability and Env Mgmt Fund	1,249,949	4,840,551	4,859,139	9,040,605	4,200,054	86.77%
Airport Fund						
Intergovernmental						
Federal Grants	2,774,994	39,027,557	5,508,656	20,864,053	(18,163,504)	(46.54%)
State Grants	166,693	3,878,069	1,358,168	3,967,154	89,085	2.30%
Airport	1,670,321	1,655,390	1,167,180	1,573,020	(82,370)	(4.98%)
Rents	960,417	1,032,999	933,880	985,534	(47,465)	(4.59%)
Parking	-	893,520	74,460	893,520	-	0.00%
Investment Earnings	7,601	10,000	20,328	14,000	4,000	40.00%
Miscellaneous	291	1,000	1,000	1,000	-	0.00%
Total Airport Fund	5,580,317	46,498,535	9,063,672	28,298,281	(18,200,254)	(39.14%)
Flagstaff Housing Authority Fund						
Intergovernmental						
Federal Grants	6,471,888	9,619,317	8,618,067	10,339,071	719,754	7.48%
Rents and Other Tenant Income	1,523,994	1,400,000	1,400,000	1,700,000	300,000	21.43%
Miscellaneous	814,187	1,014,599	1,014,599	707,093	(307,506)	(30.31%)
Total Flagstaff Housing Authority Fund	8,810,069	12,033,916	11,032,666	12,746,164	712,248	5.92%
Total Enterprise Funds	67,695,404	122,201,234	81,026,895	119,877,824	(2,323,410)	(1.90%)
Total Revenues	$ 218,411,637	290,181,703	230,394,115	317,186,216	26,811,280	9.24%

City of Flagstaff
Summary by Funding of Other Financing Sources
and Interfund Transfers
Fiscal Year 2023-2024

Fund	Proceeds from Other Financing Sources	Interfund Transfers In	Interfund Transfers Out
General Fund	$ -	4,881,059	12,805,857
Special Revenue Funds			
Library	-	1,662,813	-
Highway User Revenue	-	10,805,000	313,000
Transportation	20,000,000	300,000	12,244,438
Beautification	-	-	426,787
Economic Development	-	247,000	393,757
Tourism	-	-	218,070
Recreation	-	-	2,574,189
Housing and Community Services	-	38,500	-
Water Resource and Infrastructure Protection	-	-	174,134
Total Special Revenue Funds	20,000,000	13,053,313	16,344,375
Debt Service Funds			
General Obligation Bonds	-	5,602,333	-
Secondary Property Tax	-	-	5,602,333
Pension Debt Service	-	8,706,680	-
Total Debt Service Funds	-	14,309,013	5,602,333
Capital Project Funds			
Non General Obligation Bond Funded Projects	250,000	4,535,893	-
General Obligation Bond Funded Projects	27,886,505	-	-
Total Capital Projects Funds	28,136,505	4,535,893	-
Enterprise Funds			
Drinking Water	-	1,667,049	-
Wastewater	10,000,000	-	1,448,307
Reclaimed Water	-	-	71,925
Stormwater	16,000,000	-	2,043,647
Solid Waste	-	126,570	109,341
Sustainability and Environmental Management	-	1,592,414	-
Airport	-	-	1,739,526
Total Enterprise Funds	26,000,000	3,386,033	5,412,746
Total All Funds	$ 74,136,505	40,165,311	40,165,311

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2022-2023 and 2023-2024
(With Actual for Fiscal Year 2021-2022)

Fund/Division	Actual Expenditures/ Expenses 2021-2022	Adopted Budgeted Expenditures/ Expenses 2022-2023	Estimated Expenditures/ Expenses 2022-2023	Proposed Budgeted Expenditures/ Expenses 2023-2024	Change (Budget-Budget)	% Change
General Fund						
General Administration	$ 12,413,239	32,676,034	15,210,522	34,022,130	1,346,096	4.1%
Management Services	4,244,831	5,684,459	5,323,645	6,797,338	1,112,879	19.6%
Fire	12,602,690	21,912,503	16,483,972	28,781,201	6,868,698	31.3%
Police	20,318,055	24,025,033	22,653,106	26,722,092	2,697,059	11.2%
Community Development	3,870,456	5,019,306	4,423,989	5,317,967	298,661	6.0%
Public Works	8,857,421	5,157,021	2,489,228	6,401,503	1,244,482	24.1%
Economic Vitality	112,290	258,918	141,574	301,875	42,957	16.6%
Non-Departmental	(2,684,659)	8,362,818	(1,292,988)	9,264,987	902,169	10.8%
City Engineering	1,728,714	2,124,281	2,038,365	2,360,781	236,500	11.1%
Parks, Recreation, Open Space & Events	-	13,381,360	9,868,715	12,536,253	(845,107)	(6.3%)
Contingency	37,890	2,928,060	2,013,000	4,204,060	1,276,000	43.6%
Total General Fund	61,500,927	121,529,793	79,353,128	136,710,187	15,180,394	12.5%
Special Revenue Funds						
Housing and Community Service Fund						
Community Development	956,389	5,913,035	929,237	4,470,328	(1,442,707)	(24.4%)
Non-Departmental	65,925	46,235	55,000	52,000	5,765	12.5%
	1,022,314	5,959,270	984,237	4,522,328	(1,436,942)	(24.1%)
COVID Relief Fund						
Non-Departmental	218,692	3,118,516	300,517	2,733,607	(384,909)	(12.3%)
	218,692	3,118,516	300,517	2,733,607	(384,909)	(12.3%)
Library Fund						
General Administration	272,459	280,520	280,520	328,134	47,614	17.0%
Management Services	187,931	151,324	151,324	151,562	238	0.2%
Public Works	40,058	28,892	28,892	37,541	8,649	29.9%
Economic Vitality	4,816,757	7,174,059	5,734,222	6,669,069	(504,990)	(7.0%)
Non-Departmental	61,878	74,008	74,008	70,981	(3,027)	(4.1%)
Contingency	-	100,000	-	100,000	-	0.0%
	5,379,083	7,808,803	6,268,966	7,357,287	(451,516)	(5.8%)
Highway User Revenue Fund						
General Administration	280,797	409,111	409,111	376,704	(32,407)	(7.9%)
Management Services	78,002	80,664	80,664	82,011	1,347	1.7%
Community Development	576,694	-	-	-	-	0.0%
Public Works	7,534,121	14,382,887	6,084,570	17,260,297	2,877,410	20.0%
Economic Vitality	220	-	-	-	-	0.0%
Non-Departmental	190,920	202,761	202,761	182,781	(19,980)	(9.9%)
City Engineering	499,618	23,712,129	6,008,947	11,303,541	(12,408,588)	(52.3%)
Contingency	-	100,000	-	100,000	-	0.0%
	9,160,372	38,887,552	12,786,053	29,305,334	(9,582,218)	(24.6%)
Transportation Fund						
General Administration	68,686	51,325	51,325	56,447	5,122	10.0%
Management Services	132,446	98,601	98,601	77,553	(21,048)	(21.3%)
Public Works	1,198,329	5,100,717	3,665,485	7,511,127	2,410,410	47.3%
Economic Vitality	86	-	-	-	-	0.0%
Non-Departmental	7,443,788	14,347,388	9,290,005	16,886,537	2,539,149	17.7%
City Engineering	14,403,118	58,363,165	12,285,006	65,480,023	7,116,858	12.2%
	23,246,453	77,961,196	25,390,422	90,011,687	12,050,491	15.5%
Beautification Fund						
Economic Vitality	556,363	6,054,099	2,268,016	3,767,996	(2,286,103)	(37.8%)
Contingency	-	10,000	-	10,000	-	0.0%
	556,363	6,064,099	2,268,016	3,777,996	(2,286,103)	(37.7%)
						0.0%
Economic Development Fund						
Economic Vitality	1,227,470	1,745,230	1,367,805	2,211,241	466,011	26.7%
Contingency	-	45,000	45,000	45,000	-	0.0%
	1,227,470	1,790,230	1,412,805	2,256,241	466,011	26.0%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2022-2023 and 2023-2024
(With Actual for Fiscal Year 2021-2022)

Fund/Division	Actual Expenditures/ Expenses 2021-2022	Adopted Budgeted Expenditures/ Expenses 2022-2023	Estimated Expenditures/ Expenses 2022-2023	Proposed Budgeted Expenditures/ Expenses 2023-2024	Change (Budget-Budget)	% Change
Tourism Fund						
Economic Vitality	$ 2,604,803	3,271,449	3,141,449	4,052,041	780,592	23.9%
Contingency	-	175,000	-	175,000	-	0.0%
	2,604,803	3,446,449	3,141,449	4,227,041	780,592	22.6%
Arts and Science Fund						
Economic Vitality	588,872	1,258,679	667,679	1,236,443	(22,236)	(1.8%)
Contingency	-	10,000	-	10,000	-	0.0%
	588,872	1,268,679	667,679	1,246,443	(22,236)	(1.8%)
Recreation Fund						
Parks, Recreation, Open Space & Events	-	1,810,400	720,495	2,270,947	460,547	25.4%
	-	1,810,400	720,495	2,270,947	460,547	25.4%
Parking District Fund						
General Administration	40,596	39,437	39,437	46,293	6,856	17.4%
Management Services	11,338	13,601	13,601	12,031	(1,570)	(11.5%)
Public Works	4,063	420	420	414	(6)	(1.4%)
Economic Vitality	685,217	2,354,524	961,734	2,212,836	(141,688)	(6.0%)
Non-Departmental	8,325	8,419	8,419	9,327	908	10.8%
Contingency	-	30,000	-	30,000	-	0.0%
	749,539	2,446,401	1,023,611	2,310,901	(135,500)	(5.5%)
Water Resource and Infrastructure Protection Fund						
General Administration	-	58,268	58,268	61,444	3,176	5.5%
Management Services	-	10,945	10,945	13,705	2,760	25.2%
Fire	660,782	2,174,900	2,074,900	973,122	(1,201,778)	(55.3%)
Public Works	-	3,208	3,208	3,249	41	1.3%
Non-Departmental	-	6,547	6,547	8,467	1,920	29.3%
	660,782	2,253,868	2,153,868	1,059,987	(1,193,881)	(53.0%)
Total Special Revenue Funds	45,414,743	152,815,463	57,118,118	151,079,799	(1,735,664)	(1.1%)
Debt Service Funds						
General Obligation Bonds Fund						
Non-Departmental	7,348,949	8,302,508	8,302,508	5,602,333	(2,700,175)	(32.5%)
	7,348,949	8,302,508	8,302,508	5,602,333	(2,700,175)	(32.5%)
Pension Debt Service Fund						
Non-Departmental	9,195,390	9,197,868	9,197,868	8,706,680	(491,188)	(5.3%)
	9,195,390	9,197,868	9,197,868	8,706,680	(491,188)	(5.3%)
Total Debt Service Funds	16,544,339	17,500,376	17,500,376	14,309,013	(3,191,363)	(18.2%)
Capital Project Funds						
Non GO Bond Funded Projects Fund						
Non-Departmental	460,578	4,458,057	924,838	5,627,038	1,168,981	26.2%
	460,578	4,458,057	924,838	5,627,038	1,168,981	26.2%
GO Bonds Funded Projects Fund						
Community Development	-	-	-	2,158,466	2,158,466	100.0%
Water Services	-	-	471,638	25,109,399	25,109,399	100.0%
Non-Departmental	1,208,092	44,650,010	112,601	4,408,306	(40,241,704)	(90.1%)
	1,208,092	44,650,010	584,239	31,676,171	(12,973,839)	(29.1%)
Total Capital Project Funds	1,668,670	49,108,067	1,509,077	37,303,209	(11,804,858)	(24.0%)
Enterprise Funds						
Drinking Water Fund						
General Administration	395,960	408,622	408,622	471,325	62,703	15.3%

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2022-2023 and 2023-2024
(With Actual for Fiscal Year 2021-2022)

Fund/Division	Actual Expenditures/ Expenses 2021-2022	Adopted Budgeted Expenditures/ Expenses 2022-2023	Estimated Expenditures/ Expenses 2022-2023	Proposed Budgeted Expenditures/ Expenses 2023-2024	Change (Budget-Budget)	% Change
Drinking Water Fund - Continued						
Management Services	$ 1,102,524	1,134,086	1,134,086	1,126,157	(7,929)	(0.7%)
Community Development	50,436	66,572	66,572	77,525	10,953	16.5%
Public Works	149,725	122,584	122,584	19,269	(103,315)	(84.3%)
Economic Vitality	543	-	-	-	-	0.0%
Water Services	22,627,960	35,705,179	19,798,283	44,438,122	8,732,943	24.5%
Non-Departmental	148,373	189,267	189,267	158,635	(30,632)	(16.2%)
Contingency	-	1,000,000	-	1,000,000	-	0.0%
	24,475,521	38,626,310	21,719,414	47,291,033	8,664,723	22.4%
Wastewater Fund						
General Administration	232,368	230,375	230,375	250,970	20,595	8.9%
Management Services	327,001	343,692	343,692	344,188	496	0.1%
Community Development	16,812	-	-	-	-	0.0%
Public Works	23,859	31,232	31,232	14,621	(16,611)	(53.2%)
Economic Vitality	209	-	-	-	-	0.0%
Water Services	8,982,351	32,290,176	8,181,773	40,945,657	8,655,481	26.8%
Non-Departmental	55,653	64,525	64,525	49,627	(14,898)	(23.1%)
Contingency	-	800,000	-	800,000	-	0.0%
	9,638,253	33,760,000	8,851,597	42,405,063	8,645,063	25.6%
Reclaimed Water Fund						
General Administration	21,139	31,345	31,345	45,107	13,762	43.9%
Management Services	42,806	40,969	40,969	35,129	(5,840)	(14.3%)
Economic Vitality	20	-	-	-	-	0.0%
Water Services	482,988	2,300,344	492,002	2,966,583	666,239	29.0%
Non-Departmental	6,569	5,272	5,272	5,109	(163)	(3.1%)
Contingency	-	50,000	-	50,000	-	0.0%
	553,522	2,427,930	569,588	3,101,928	673,998	27.8%
Stormwater Fund						
General Administration	84,847	71,614	71,614	92,389	20,775	29.0%
Management Services	146,630	110,656	110,656	116,991	6,335	5.7%
Community Development	-	73,907	73,907	68,150	(5,757)	(7.8%)
Public Works	529	2,098	2,098	1,091	(1,007)	(48.0%)
Economic Vitality	37	-	-	-	-	0.0%
Water Services	7,924,638	37,375,898	7,808,645	28,762,565	(8,613,333)	(23.0%)
Non-Departmental	12,059	10,236	10,236	16,741	6,505	63.6%
Contingency	-	300,000	300,000	2,000,000	1,700,000	566.7%
	8,168,740	37,944,409	8,377,156	31,057,927	(6,886,482)	(18.1%)
Solid Waste Fund						
General Administration	400,506	421,188	421,188	522,768	101,580	24.1%
Management Services	449,680	477,379	477,379	505,305	27,926	5.8%
Public Works	11,637,972	22,480,088	11,866,595	25,041,953	2,561,865	11.4%
Economic Vitality	480	-	-	-	-	0.0%
Solid Waste Fund - Continued						
Non-Departmental	187,937	258,843	258,843	233,796	(25,047)	(9.7%)
Contingency	-	500,000	-	500,000	-	0.0%
	12,676,575	24,137,498	13,024,005	26,803,822	2,666,324	11.0%
Sustainability and Environmental Management Fund						
General Administration	1,108,971	127,733	127,733	92,872	(34,861)	(27.3%)
Management Services	110,619	106,664	106,664	78,246	(28,418)	(26.6%)
Public Works	25,665	137,982	137,982	247,664	109,682	79.5%
Economic Vitality	39	-	-	-	-	0.0%
Non-Departmental	11,138	14,861	14,861	12,367	(2,494)	(16.8%)
Sustainability	-	6,175,947	4,719,706	10,594,909	5,875,203	95.1%
Contingency	-	30,000	-	30,000	-	0.0%
	1,256,432	6,593,187	5,106,946	11,056,058	4,462,871	67.7%
Airport Fund						
General Administration	122,351	128,782	128,782	116,847	(11,935)	(9.3%)

City of Flagstaff
Summary by Division of Expenditures/Expenses within Each Fund
Comparison of Fiscal Year 2022-2023 and 2023-2024
(With Actual for Fiscal Year 2021-2022)

Fund/Division		Actual Expenditures/ Expenses 2021-2022	Adopted Budgeted Expenditures/ Expenses 2022-2023	Estimated Expenditures/ Expenses 2022-2023	Proposed Budgeted Expenditures/ Expenses 2023-2024	Change (Budget-Budget)	% Change
Airport Fund - Continued							
Management Services	$	134,383	140,153	140,153	128,646	(11,507)	(8.2%)
Public Works		109,899	108,393	108,393	140,657	32,264	29.8%
Economic Vitality		5,399,076	44,236,676	7,791,795	25,474,918	(18,761,758)	(42.4%)
Non-Departmental		38,183	43,078	43,078	13,777	(29,301)	(68.0%)
Contingency		-	100,000	-	100,000	-	0.0%
		5,803,892	44,757,082	8,212,201	25,974,845	(18,782,237)	(42.0%)
Flagstaff Housing Authority Fund							
Community Development		8,728,273	10,686,430	10,686,430	11,611,628	925,198	8.7%
Contingency		-	1,001,250	-	1,001,250	-	0.0%
		8,728,273	11,687,680	10,686,430	12,612,878	925,198	7.9%
Total Enterprise Funds		71,301,208	199,934,096	76,547,337	200,303,554	369,458	0.2%
Total All Funds	$	196,429,887	540,887,795	232,028,036	539,705,762	(1,182,033)	(0.2%)

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2022-2023 and 2023-2024
(With Actual for Fiscal Year 2021-2022)

Division/Fund	Actual Expenditures/ Expenses 2021-2022	Adopted Budgeted Expenditures/ Expenses 2022-2023	Estimated Expenditures/ Expenses * 2022-2023	Proposed Budgeted Expenditures/ Expenses 2023-2024	Change (Budget-Budget)	% Change
General Administration						
General Fund	$ 12,413,239	32,676,034	15,210,522	34,022,130	1,346,096	4.1%
Library	272,459	280,520	280,520	328,134	47,614	17.0%
HURF	280,797	409,111	409,111	376,704	(32,407)	(7.9%)
Transportation	68,686	51,325	51,325	56,447	5,122	10.0%
Parking District	40,596	39,437	39,437	46,293	6,856	17.4%
Drinking Water	395,960	408,622	408,622	471,325	62,703	15.3%
Wastewater	232,368	230,375	230,375	250,970	20,595	8.9%
Reclaimed Water	21,139	31,345	31,345	45,107	13,762	43.9%
Stormwater	84,847	71,614	71,614	92,389	20,775	29.0%
Solid Waste	400,506	421,188	421,188	522,768	101,580	24.1%
Sustainability and Environmental Mgmt	1,108,971	127,733	127,733	92,872	(34,861)	(27.3%)
Airport	122,351	128,782	128,782	116,847	(11,935)	(9.3%)
	15,441,919	34,934,354	17,468,842	36,483,430	1,549,076	4.4%
Community Development						
General Fund	3,870,456	5,019,306	4,423,989	5,317,967	298,661	6.0%
HURF	576,694	-	-	-	-	0.0%
Housing and Community Services	956,389	5,913,035	929,237	4,470,328	(1,442,707)	(24.4%)
GO Bonds Funded Projects Fund	-	-	-	2,158,466	2,158,466	100.0%
Drinking Water	50,436	66,572	66,572	77,525	10,953	16.5%
Wastewater	16,812	-	-	-	-	0.0%
Stormwater	-	73,907	73,907	68,150	(5,757)	(7.8%)
Flagstaff Housing Authority	8,728,273	10,686,430	10,686,430	11,611,628	925,198	8.7%
	14,199,060	21,759,250	16,180,135	23,704,064	1,944,814	8.9%
Management Services						
General Fund	4,244,831	5,684,459	5,323,645	6,797,338	1,112,879	19.6%
Library	187,931	151,324	151,324	151,562	238	0.2%
HURF	78,002	80,664	80,664	82,011	1,347	1.7%
Transportation	132,446	98,601	98,601	77,553	(21,048)	(21.3%)
Parking District	11,338	13,601	13,601	12,031	(1,570)	(11.5%)
Drinking Water	1,102,524	1,134,086	1,134,086	1,126,157	(7,929)	(0.7%)
Wastewater	327,001	343,692	343,692	344,188	496	0.1%
Reclaimed Water	42,806	40,969	40,969	35,129	(5,840)	(14.3%)
Stormwater	146,630	110,656	110,656	116,991	6,335	5.7%
Solid Waste	449,680	477,379	477,379	505,305	27,926	5.8%
Sustainability and Environmental Mgmt	110,619	106,664	106,664	78,246	(28,418)	(26.6%)
Airport	134,383	140,153	140,153	128,646	(11,507)	(8.2%)
	6,968,191	8,393,193	8,032,379	9,468,862	1,075,669	12.8%
Fire						
General Fund	12,602,690	21,912,503	16,483,972	28,781,201	6,868,698	31.3%
Water Resource & Infrastructure Fund	660,782	2,174,900	2,074,900	973,122	(1,201,778)	(55.3%)
	13,263,472	24,087,403	18,558,872	29,754,323	5,666,920	23.5%
Police						
General Fund	20,318,055	24,025,033	22,653,106	26,722,092	2,697,059	11.2%
	20,318,055	24,025,033	22,653,106	26,722,092	2,697,059	11.2%
Public Works						
General Fund	8,857,421	5,157,021	2,489,228	6,401,503	1,244,482	24.1%
Library	40,058	28,892	28,892	37,541	8,649	29.9%
HURF	7,534,121	14,382,887	6,084,570	17,260,297	2,877,410	20.0%
Transportation	1,198,329	5,100,717	3,665,485	7,511,127	2,410,410	47.3%
Parking District	4,063	420	420	414	(6)	(1.4%)
Drinking Water	149,725	122,584	122,584	19,269	(103,315)	(84.3%)
Wastewater	23,859	31,232	31,232	14,621	(16,611)	(53.2%)
Stormwater	529	2,098	2,098	1,091	(1,007)	(48.0%)
Solid Waste	11,637,972	22,480,088	11,866,595	25,041,953	2,561,865	11.4%

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2022-2023 and 2023-2024
(With Actual for Fiscal Year 2021-2022)

Division/Fund	Actual Expenditures/ Expenses 2021-2022	Adopted Budgeted Expenditures/ Expenses 2022-2023	Estimated Expenditures/ Expenses * 2022-2023	Proposed Budgeted Expenditures/ Expenses 2023-2024	Change (Budget-Budget)	% Change
Public Works - Continued						
Sustainability and Environmental Mgmt	$ 25,665	137,982	137,982	247,664	109,682	79.5%
Airport	109,899	108,393	108,393	140,657	32,264	29.8%
	29,581,641	47,555,522	24,540,687	56,679,386	9,123,864	19.2%
Economic Vitality						
General Fund	112,290	258,918	141,574	301,875	42,957	16.6%
Library	4,816,757	7,174,059	5,734,222	6,669,069	(504,990)	(7.0%)
HURF	220	-	-	-	-	0.0%
Transportation	86	-	-	-	-	0.0%
Beautification	556,363	6,054,099	2,268,016	3,767,996	(2,286,103)	(37.8%)
Economic Development	1,227,470	1,745,230	1,367,805	2,211,241	466,011	26.7%
Tourism	2,604,803	3,271,449	3,141,449	4,052,041	780,592	23.9%
Arts and Science	588,872	1,258,679	667,679	1,236,443	(22,236)	(1.8%)
Parking District	685,217	2,354,524	961,734	2,212,836	(141,688)	(6.0%)
Drinking Water	543	-	-	-	-	0.0%
Wastewater	209	-	-	-	-	0.0%
Reclaimed Water	20	-	-	-	-	0.0%
Stormwater	37	-	-	-	-	0.0%
Solid Waste	480	-	-	-	-	0.0%
Sustainability and Environmental Mgmt	39	-	-	-	-	0.0%
Airport	5,399,076	44,236,676	7,791,795	25,474,918	(18,761,758)	(42.4%)
	15,992,482	66,353,634	22,074,274	45,926,419	(20,427,215)	(30.8%)
Water Services						
GO Bonds Funded Projects Fund	-	-	471,638	25,109,399	25,109,399	100.0%
Drinking Water	22,627,960	35,705,179	19,798,283	44,438,122	8,732,943	24.5%
Wastewater	8,982,351	32,290,176	8,181,773	40,945,657	8,655,481	26.8%
Reclaimed Water	482,988	2,300,344	492,002	2,966,583	666,239	29.0%
Stormwater	7,924,638	37,375,898	7,808,645	28,762,565	(8,613,333)	(23.0%)
	40,017,937	107,671,597	36,752,341	142,222,326	34,550,729	32.1%
Non-Departmental						
General Fund	(2,684,659)	8,362,818	(1,292,988)	9,264,987	902,169	10.8%
COVID Relief Fund	218,692	3,118,516	300,517	2,733,607	(384,909)	(12.3%)
Library	61,878	74,008	74,008	70,981	(3,027)	(4.1%)
HURF	190,920	202,761	202,761	182,781	(19,980)	(9.9%)
Transportation	7,443,788	14,347,388	9,290,005	16,886,537	2,539,149	17.7%
Housing and Community Services	65,925	46,235	55,000	52,000	5,765	12.5%
Parking District	8,325	8,419	8,419	9,327	908	10.8%
General Obligation Bonds	7,348,949	8,302,508	8,302,508	5,602,333	(2,700,175)	(32.5%)
Pension Debt Service Fund	9,195,390	9,197,868	9,197,868	8,706,680	(491,188)	(5.3%)
GO Bond Funded Projects	1,208,092	44,650,010	112,601	4,408,306	(40,241,704)	(90.1%)
Non GO Bond Funded Projects	460,578	4,458,057	924,838	5,627,038	1,168,981	26.2%
Drinking Water	148,373	189,267	189,267	158,635	(30,632)	(16.2%)
Wastewater	55,653	64,525	64,525	49,627	(14,898)	(23.1%)
Reclaimed Water	6,569	5,272	5,272	5,109	(163)	(3.1%)
Stormwater	12,059	10,236	10,236	16,741	6,505	63.6%
Solid Waste	187,937	258,843	258,843	233,796	(25,047)	(9.7%)
Sustainability and Environmental Mgmt	11,138	14,861	14,861	12,367	(2,494)	(16.8%)
Airport	38,183	43,078	43,078	13,777	(29,301)	(68.0%)
	23,977,790	93,361,217	27,768,166	54,043,096	(39,318,121)	(42.1%)
City Engineering						
General Fund	1,728,714	2,124,281	2,038,365	2,360,781	236,500	11.1%
HURF	499,618	23,712,129	6,008,947	11,303,541	(12,408,588)	(52.3%)
Transportation	14,403,118.00	58,363,165	12,285,006	65,480,023	7,116,858	12.2%
	16,631,450	84,199,575	20,332,318	79,144,345	(5,055,230)	(6.0%)

City of Flagstaff
Budget Summary by Division of Expenditures
Comparison of Fiscal Year 2022-2023 and 2023-2024
(With Actual for Fiscal Year 2021-2022)

Division/Fund	Actual Expenditures/ Expenses 2021-2022	Adopted Budgeted Expenditures/ Expenses 2022-2023	Estimated Expenditures/ Expenses * 2022-2023	Proposed Budgeted Expenditures/ Expenses 2023-2024	Change (Budget-Budget)	% Change
Parks, Recreation, Open Space & Events						
General Fund	$ -	13,381,360	9,868,715	12,536,253	(845,107)	(6.3%)
BBB-Recreation	-	1,810,400	720,495	2,270,947	460,547	25.4%
	-	15,191,760	10,589,210	14,807,200	(384,560)	(2.5%)
Sustainability						
Sustainability and Environmental Mgmt	-	6,175,947	4,719,706	10,594,909	4,418,962	71.6%
	-	6,175,947	4,719,706	10,594,909	4,418,962	71.6%
Reserves/Contingencies						
General Fund	37,890	2,928,060	2,013,000	4,204,060	1,276,000	43.6%
Library	-	100,000	-	100,000	-	0.0%
HURF	-	100,000	-	100,000	-	0.0%
Beautification	-	10,000	-	10,000	-	0.0%
Economic Development	-	45,000	45,000	45,000	-	0.0%
Tourism	-	175,000	-	175,000	-	0.0%
Arts and Science	-	10,000	-	10,000	-	0.0%
Parking District	-	30,000	-	30,000	-	0.0%
Drinking Water	-	1,000,000	-	1,000,000	-	0.0%
Wastewater	-	800,000	-	800,000	-	0.0%
Reclaimed Water	-	50,000	-	50,000	-	0.0%
Stormwater	-	300,000	300,000	2,000,000	1,700,000	566.7%
Solid Waste	-	500,000	-	500,000	-	0.0%
Sustainability and Environmental Mgmt	-	30,000	-	30,000	-	0.0%
Airport	-	100,000	-	100,000	-	0.0%
Flagstaff Housing Authority	-	1,001,250	-	1,001,250	-	0.0%
	37,890	7,179,310	2,358,000	10,155,310	2,976,000	41.5%
All Funds Total	$ 196,429,887	540,887,795	232,028,036	539,705,762	(1,182,033)	(0.2%)

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff
Full-Time Employee and Personnel Compensation
Fiscal Year 2023-2024

Fund	Full-Time Equivalent (FTE) 2023-2024	Employee Salaries and Hourly Costs 2023-2024	Retirement Costs 2023-2024	Healthcare Costs 2023-2024	Other Benefit Costs 2023-2024	Total Estimated Personnel Compensation 2023-2024
General Fund	640.64	$ 48,786,889	$ 5,618,740	$ 6,996,453	$ 3,920,865	$ 65,322,947
Special Revenue Funds						
Housing and Community Services	1.00	70,858	8,708	9,444	6,241	95,251
Library	58.76	3,181,672	348,480	642,953	243,296	4,416,401
HURF	37.27	2,423,399	270,281	462,244	260,765	3,416,689
Beautification	2.50	218,789	26,889	28,194	17,320	291,192
Economic Development	2.95	230,105	28,280	27,118	18,005	303,508
Tourism	17.50	1,166,143	134,341	175,452	88,749	1,564,685
Arts and Science	0.40	68,470	8,415	8,236	5,409	90,530
Parking District	7.00	380,775	46,120	113,975	38,013	578,883
Water Resource & Infrastructure Protection	8.00	557,066	69,453	120,007	30,136	776,662
Total Special Revenue Funds	135.38	8,297,277	940,967	1,587,623	707,934	11,533,801
Enterprise Funds						
Drinking Water	58.20	4,223,454	505,929	670,770	372,338	5,772,491
Wastewater	16.00	1,434,875	176,347	247,004	188,147	2,046,373
Reclaimed Water	7.00	135,514	16,655	21,021	18,529	191,719
Stormwater	9.00	772,748	94,103	121,216	63,806	1,051,873
Solid Waste	48.00	3,067,420	372,763	588,903	300,795	4,329,881
Sustainability and Environmental Mgmt	11.00	829,841	102,358	134,514	66,086	1,132,799
Airport	15.75	1,215,691	151,384	179,015	68,078	1,614,168
Flagstaff Housing Authority	24.00	1,477,774	181,618	275,223	130,278	2,064,893
Total Enterprise Funds	188.95	13,157,317	1,601,157	2,237,666	1,208,057	18,204,197
Total All Funds	964.97	$ 70,241,483	$ 8,160,864	$ 10,821,742	$ 5,836,856	$ 95,060,945

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Ordinance No. 2023-15: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the Annual Budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2024. **(Primary and secondary property tax levies for FY 2023-2024)**

STAFF RECOMMENDED ACTION:

At the June 20, 2023 Council Meeting:
1) Read Ordinance No. 2023-15 by title only for the first time
2) City Clerk reads Ordinance No. 2023-15 by title only (if approved above)
At the July 3, 2023 Council Meeting:
3) Read Ordinance No. 2023-15 by title only for the final time
4) City Clerk reads Ordinance No. 2023-15 by title only (if approved above)
5) Adopt Ordinance No. 2023-15

Executive Summary:

The City Council is required to fix and levy the amount to be raised from property taxation after the adoption of the final budget, per A.R.S. Section 42-17151. The final budget is anticipated to be adopted on June 20, 2023.

Financial Impact:

The City is proposing a flat primary property tax levy of $7,043,086 on existing properties, plus a levy of $25.448 on new construction, for a total primary property tax levy in Fiscal Year (FY) 2023-2024 of $7,159,580. The primary property tax rate to support this levy is $0.66634 per $100 of assessed valuation (lower than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2023-2024, which is $7,748,836.

The City is proposing a secondary property tax levy of $8,603,114 on existing properties, plus a levy of $30,688 on new construction, for a total secondary property tax levy in FY 2023-2024 of $8,633,802. The proposed secondary property tax rate is 0.8000 per $100 of net assessed valuation (same as the prior fiscal year).

Policy Impact:

Adoption of the proposed property tax levies will generate revenues to help fund the community needs as identified in the FY 2023-2024 Final Budget and policies reflected therein.

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

The adoption of the Annual Budget and Financial Plan provides direction and financial resources to support the Key Community Priorities and Objectives, Regional Plan and Carbon Neutrality Plan. The property tax adoption is part of the overall City budget adoption.

Has There Been Previous Council Decision on This:

Property tax information has been discussed or presented at the following public meetings:

- January Budget Retreat on January 20, 2023
- February Budget Retreat on February 2, 2023 and February 3, 2023
- Capital Improvement Program Budget Retreat on April 7, 2023
- Council Budget Work Session on April 27, 2023 and April 28, 2023
- Tentative Budget Adoption on June 6, 2023

Options and Alternatives:

1) Adopt the primary and secondary property tax rates as proposed.
2) Adopt lower primary and secondary property tax rates than proposed.
3) Adopt higher tax rates than proposed, however, this action may be barred by Truth in Taxation Notice publication deadlines or other legal considerations.

Background/History:

Primary property tax revenues may be used for all purposes. Primary property tax levies are limited, per A.R.S. Section 42-17051. The City has the ability to increase the amount received from the primary property tax levy by a maximum of 2% each year excluding new construction. The maximum allowable increase for FY 2023-2024 is 8.0%. FY 2023-2024 proposed primary property tax levy is set at $7,159580, which is less than the maximum allowable levy of $7,748,836.

Primary property tax levies are also subject to "Truth in Taxation" notice and hearing requirements, per A.R.S. Section 42-17107. On or before February 10 of each year, the county assessor must transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the city must follow the "Truth in Taxation" procedures. It is important to note that it is the levy amount and not the rate which triggers the "Truth in Taxation" procedures. The proposed FY2023-2024 primary tax levy amount did not trigger the "Truth in Taxation" procedures.

Secondary property tax revenues may only be used by cities and towns to retire the principal and interest or redemption charges on general obligation bonds issued to pay for capital projects. Secondary property tax levies are not limited.

The adoption of the property tax levy is the final step in the entire budget approval process.

Key Considerations:

The key dates for budget and property tax levy adoption have been determined and have been followed throughout this process. The County will adopt the property tax levy as approved by the City in August 2023.

Expanded Financial Considerations:

The City is budgeting primary property tax revenues of $7,096,000 in its FY 2023-2024 Budget. This budgeted amount is less than the levy amount because the City is allowing for approximately 1.0% in bad debt (taxes not able to be collected). The City anticipates an overall 0.4**%** increase in primary property tax revenues in FY 2023-2024, due to the increase from new construction (properties added to tax roll). Primary property tax revenues may be used for any general purpose use of the City government. Statutorily, the maximum allowable primary property levy for FY 2023-2024 is $7,748,836

The City has budgeted a total of $8,633,802 in FY 2023-2024 secondary property tax, an approximate 5.2% increase over the FY 2022-2023 budget ($8,206,714). The increase is directly related to the increased assessed valuation (increase in property values) and new construction. Secondary property tax revenues are used to pay general obligation debt issued for City capital projects.

Five years of historical data is shown below:

Property Tax Rates	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024 Proposed
Primary	0.7933	0.7510	0.7186	0.6954	0.6634
Secondary	0.8366	0.8000	0.8000	0.8000	0.8000
Total	1.6299	1.5510	1.5186	1.4954	1.4634

Primary property taxes account for 6.3% of the General Fund revenues budgeted for FY 2023-2024.

Community Benefits and Considerations:

Primary property taxes help support a number of City services including public safety, parks and recreation, other public works services, and general administrative and management functions within the City.

Secondary property taxes support the debt service payment on numerous city capital projects including Aquaplex, Fire Stations, Open Space, numerous street/utility projects, Forest Restoration, Core Services Facility, Courthouse, infrastructure and housing projects.

Community Involvement:

Inform & Involve: Budget legal schedules were published in the June 8, 2023, and June 15, 2023, Arizona Daily Sun to allow for additional community review. In addition, the legal and other budget schedules were made available at City Hall, and on the official city website or by request. At a public hearing on June 20, 2023, the final budget adoption and the property tax levy is open for public comment and allows citizens to provide input. The final opportunity for public input on the tax levy will be at the July 3, 2023, Council Meeting.

Attachments: Ord. 2023-15

ORDINANCE NO. 2021-15

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2024

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2023-2024 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.6634 for the fiscal year ending on the 30th day of June 2024. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8000 for the fiscal year ending June 30, 2024.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the

property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

SECTION 6. Effective Date. The tax levies imposed by this Ordinance shall take effect August 3, 2023.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of July, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

12. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-36: A resolution of the Flagstaff City Council adopting the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy; delegating authority; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-36 by title only
2) City Clerk reads Resolution No. 2023-36 by title only (if approved above)
3) Adopt Resolution No. 2023-36

Executive Summary:

The Flagstaff City Council is required to annually adopt a pension funding policy for its funding of the Public Safety Personnel Retirement System ("PSPRS") on or before July 1 pursuant to a new law, Arizona Revised Statutes Section 38-863.01. The policy will also need to be posted on the City's website and updated annually.

Financial Impact:

Council will be adopting the Fiscal Year 2023-2024 budget on June 20, 2023, which includes funding for the public safety pension plans as outlined in the pension funding policy. The FY 2023-2024 budget includes pension contributions of $1,293,475 for Fire pension and $1,018,292 for Police pension.

Policy Impact:

The intent of this policy is to clearly communicate the Council's pension funding objectives, its commitment to our employees, and the sound financial management of the City, and to comply with Arizona Revised Statutes Section 38-863.01.

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

City Council Goals:
Personnel: Attract and retain quality staff: Evaluate ways to pay down unfunded pension liabilities in a quicker manner.

Regional Plan:
Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Has There Been Previous Council Decision on This:

On June 7, 2022, City Council adopted the PSPRS Pension Funding Policy for FY 2022-2023.

Options and Alternatives:

- Adopt the Public Safety Personnel Retirement System Funding Policy as presented.
- Adopt the Public Safety Personnel Retirement System Funding Policy with amendments.

Background/History:

The City of Flagstaff has two separate pension plans for the City's public safety staff. While all the PSPRS plans are managed by the State, each plan within PSPRS stands alone by the City and employee group. The two plans for the City are the PSPRS-Fire and the PSPRS-Police. The City and its employees are responsible for the contributions and the City is solely responsible for liabilities of these plans.

The pension funding policy outlines several measures the City is taking to maintaining funding ratios above 100% in our PSPRS plans, including:

- Make the City's annual estimated contribution based on the City budget near the beginning of each fiscal year to allow PSPRS to invest those contributions earlier for enhanced potential investment earnings. This allows the pension system to earn investment income at a higher rate than the City.
- Make City contributions for public safety employees participating in the Deferred Retirement Option Plan (DROP), even though the City is not required to do so. This allows for a stable level of budgeting versus annual changes as employees on DROP increase and decrease.
- Budget and pay the Normal Cost of the pension plans. This is required by the pension plan.
- Current funding status for the Police plan is 104% and Fire plan is 107%. A funding status over 100% is important as it allows us to be in a better position when there are market and actuarial changes.

Community Involvement:

Inform: The pension funding policy will inform our community of the policy decisions made by the Council to address the PSPRS unfunded pension liability.

Involve: The community was invited to the annual budget retreats and is able to provide comments.

Attachments: Res. 2023-36
Pension Funding Policy
PSPRS Contingency Fund Policy

RESOLUTION NO. 2023-36

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE CITY OF FLAGSTAFF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY; DELEGATING AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, beginning on or before July 1, 2019, pursuant to A.R.S. § 38-863.01 the City of Flagstaff shall annually adopt a pension funding policy for its Public Safety Personnel Retirement System ("PSPRS") plans; and

WHEREAS, the City desires to adopt a pension funding policy for the Flagstaff Fire Department and the Flagstaff Police Department pension plans ("PSPRS plans"); and

WHEREAS, the State of Arizona is responsible for investment and management of the PSPRS plans, and administration of pension benefits.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The City of Flagstaff hereby adopts the City of Flagstaff Public Safety Personnel Retirement System Pension Funding Policy, attached hereto ("Pension Funding Policy").

SECTION 2. Delegation of Authority.

The Management Services Director and Finance Director are delegated authority to implement the Pension Policy, to make recommendations for any adjustments and to report on progress in reducing unfunded liability of the PSPRS plans as deemed necessary and appropriate.

The City Clerk is hereby directed to post a copy of the Pension Funding Policy on the City of Flagstaff website pursuant to A.R.S. § 38-863.01.B, and to provide a copy of the Pension Funding Policy to the Police Chief, Fire Chief, and to the local board for each of the PSPRS plans.

SECTION 3. Effective Date.

This resolution shall be effective July 1, 2023.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of June, 2023.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Flagstaff
Public Safety Personnel Retirement System
Pension Funding Policy
As of July 1, 2023

Section 1: Introduction

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City of Flagstaff (City) and to comply with Arizona Revised Statutes Section 38-863.01.

The City of Flagstaff is a member of the Public Safety Personnel Retirement System (PSPRS). The City has two PSPRS pension plans, one for police employees and one for fire employees. Each pension plan has its own funding to pay for current and future pension obligations. The plans represent only the City of Flagstaff's liability. Employee contributions that are used to help pay for the pension plans are managed by the PSPRS.

This policy will demonstrate how the City will meet its financial obligations for funding the police and fire pension plans, explain how and when funding requirements for the plans will be met, and define the funded ratio targets and timelines for reaching the ratio for the plans.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period referred to as the amortization period. The ARC is a percentage of the current payroll.

Normal Cost – That portion of the actuarial present value of benefits for the base costs in the current plan year.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Section 2: Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits. PSPRS provides annual actuarial reports to determine current status of each plan. These are available on the PSPRS website.

Under an agent multiple employer plan each agency participating in the plan has an individual trust fund reflecting each individual plan's assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Flagstaff has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2022 actuarial valuation, which are detailed below.

June 30, 2022 Report, Tier 1 & 2:

Trust Fund	Assets	Accrued Liability	UAAL (Overfunded)	Funded Ratio
Flagstaff Police	$ 102,004,419	$ 98,418,393	($ 3,586,026)	103.6%
Flagstaff Fire	$ 113,744,796	$ 106,734,412	($ 7,010,384)	106.6%
Totals	$ 215,749,215	$ 205,152,805	($ 10,596,410)	105.2%

Section 3: PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and employee intergenerational equity.

At a minimum, the Council will maintain minimum Annual Required Contribution (ARC) for PSPRS for both Flagstaff Police and Flagstaff Fire. Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from ongoing operating revenues.

The City's PSPRS plans are currently funded at an average of 105% based on Actuarial Reports for the period ending June 30, 2022. Future goals will be in place to best assure the plans remain above 100% funded. The following goals are adopted to address potential future impacts and position the City financially for such impacts.

The estimated ARC for FY 2023-24 per actuarial valuation and fully funded goal, Tier 1 & 2:

- PSPRS-Police = $556,384 (Normal Cost only), June 30, 2022
- PSPRS-Fire = $843,093 (Normal Cost only), June 30, 2022

Council will take additional fiscal measures to maintain 100% funded pension plans:

- The City will make an annual payment for the City's share of PSRPS contributions in July of each fiscal year. The payment will be based on the Adopted Budget for the City for both plans. During the fiscal year, if the ARC exceeds the prepayment amount, the City will pay additional ARC as required. If at June 30 the prepayment exceeds the actual minimum ARC, the City will leave the overpayment with the pension plan, thus providing excess contributions.
- For public safety employees which are in the Deferred Retirement Option Plan (DROP), the City will budget for and pay the City's share of pension contributions. While the City is not required to make these contributions, this would be a contribution in excess of the ARC.
- The City will calculate the annual contributions based on Normal Cost rate provided in the annual actuarial report.

Council will consider additional payment above the ARC to lower the UAAL:

- No action required as both plans are above 100% funded

Council will consider additional resources to assist in maintaining the 100% funding status:

- The Council has adopted a Contingency Reserve Fund policy of the public safety plan. Staff will utilize this plan to provide additional contributions when the plans fall below 100% funding.

Based on these pension funding policy decisions by the Council, the City PSPRS plans are expected to maintain the goal of 100% funding.

Adopted by Resolution on June 20, 2023

City of Flagstaff

Public Safety Personnel Retirement System ("PSPRS") Contingency Reserve Fund ("CRF") Policy June 2020

1. Background
    a. The City desires to fully fund its PSPRS Flagstaff Police and Fire Plans ("Plans"). As of June 2020, Plans constitute a debt of the City. The City has determined it is financially prudent to appropriately fund these pension plans and help improve the long term finances of the City.
    b. The City is issuing Pension Certificates of Participation (COPS) encumbering certain City real properties and will deposit a portion of the proceeds in the PSPRS Flagstaff Police and Fire pension funds and a portion for two Contingency Reserve Funds.
    c. The City has the goal to be at or near 100% funded for both Plans.

2. Purpose of the Contingency Reserve Funds
    a. The purpose of this policy is to set forth the rules of managing the CRF effectively. The goal is to mitigate the impact of 1) investment return volatility and 2) changes in select actuarial assumptions (as defined herein) made within the PSPRS plans for Flagstaff Police and Flagstaff Fire ("Plans").

3. Establishment of Contingency Reserve Funds and Initial Deposits
    a. The City is establishing separate contingency reserve funds for Police and Fire, because each Plan is independently managed by PSPRS.
    b. The initial deposit for the Police CRF and the initial deposit for the Fire CRF will be funded with COPS proceeds. Sizing of the Contingency Reserve Funds is discussed further below in this policy.
    c. The City will manage each CRF separately and the deposits and draws will be managed based on each Plan's changes. Each Plan's changes are summarized by PSPRS actuaries on an annual basis at the end of the fiscal year, and the City receives a copy of the annual report.

4. Rules for Investments
    a. The City will be managing and investing the CRFs. Investments made by the must comply with the requirements found in Arizona Revised Statutes Section 35-323 and the City's Investment Policy.
    b. Investments shall be principal protected so that the City does not lose value in the deposited amounts.
    c. Gross funded by principal deposits, not to include expected investment earnings.
    d. Investments shall be invested in no more than one-year increments to allow for liquidity in the 1st quarter of each calendar year.

e. Proceeds should only be invested in liquid and/or short-term products to ensure prompt availability of funds.
f. The City will prioritize the investments of these funds with a local bank.
g. City may have the opportunity to utilize a pension stabilization trust to manage investment of CRF proceeds. These are irrevocable trusts created under Internal Revenue Service Section 115.

5. Rules for Contingency Reserve Funds Draws
    a. The City will establish a minimum fund balance threshold based on the initial deposit into the CRF.
    b. Draws will first be made from investment income only, while the principal balance remains untouched.
    c. Establish a funded ratio threshold, where if the CRF balance rises 5% above the minimum fund balance and the pension plan is fully funded, the City may draw all or a portion of the 5% to supplement the City's annual required employer contribution for the Plans.
    d. Market Draw: The City may draw from a CRF when investment return for the Plans for the prior fiscal year is below the actuarial rate of return.
    e. Actuarial Draw: The City may draw from a CRF when the PSPRS annual report for the Plans show a revision of the assumed earnings rate assumption, changes to payroll growth assumption, and/or revisions to mortality assumption occur and cause an impact on Unfunded Actuarial Accrued Liability for the Plans in excess of a defined threshold.

6. Rules of Replenishment for the Contingency Reserve Funds
    a. After the fiscal year of bond issuance and for the following five fiscal years of the bonds, the City shall only commit savings derived from the issuance of the COPS to help pay one time operational costs of the General Fund so that should the CRF fall below minimum fund requirements in a given fiscal year, savings may be used to replenish the CRF.
    b. The City will review unspent budget appropriations for PSPRS pension expenditures annually and may consider adding to the CRF.
    c. Should the CRF balance fall below the minimum fund balance, the City will prioritize making replenishments over no more five years.

7. Sizing of Contingency Reserve Funds
    a. The City will review the CRF funding levels at least every five years to assure adequate reserves.
    b. Police CRF
        i. Size initial deposit to manage "worst case" scenario of all permitted draw events (market volatility and actuarial changes) occurring in one valuation
        ii. Market. $2,836,000; size initial deposit to calculated on the average of a 10% market loss and up to three years of new Unfunded Actuarial Accrued Liability ("UAAL") payments that would be created if PSPRS experienced 20% loss

compared to the average earnings rate in year 1 of issuing pension bonds.

iii. Actuarial. $4,014,000; size initial deposit to manage up to three years of new UAAL payments that would be created if the assumed earnings rate was revised to 7%, payroll growth increased and/or PSPRS adopted a new mortality table.

c. Fire CRF

i. Size initial deposit to manage "worst case" scenario of all permitted draw events (market volatility and actuarial changes) occurring in one valuation

ii. Market. $3,170,000; size initial deposit to calculated on the average of a 10% market loss and up to three years of new UAAL payments that would be created if PSPRS experienced 20% loss compared to the average earnings rate in year 1 of issuing pension bonds.

iii. Actuarial. $4,219,000; size initial deposit to manage up to three years of new UAAL payments that would be created if the assumed earnings rate was revised to 7%, payroll growth increased and/or PSPRS adopted a new mortality table.

8. Rules to Dissolve Contingency Reserve Funds

a. Upon the repayment of the final debt service payment for the Pension COPS, staff will seek Council direction to dissolve or continue the CRF. The City could dissolve the CRF and apply the remaining balance of funds to other retiree benefits, other post-employment benefits (OPEB), annual required contributions or General Fund.

12. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Langley, Public Affairs Director
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-38 and Ordinance No. 2023-16: A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "2023 Short-Term Rental Code", and an ordinance of the City Council amending the Flagstaff City Code, Title 3 Business Regulations, by adopting by reference that certain document entitled "2023 Short-Term Rental Code".

STAFF RECOMMENDED ACTION:

At the June 20, 2023 Council Meeting:

1) Read Resolution No. 2023-38 by title only
2) City Clerk reads Resolution No. 2023-38 by title only (if approved above)
3) Read Ordinance No. 2023-16 by title only for the first time
4) City Clerk reads Ordinance No. 2023-16 by title only (if approved above)

At the July 3, 2023 Council Meeting:

5) Adopt Resolution No. 2023-38
6) Read Ordinance No. 2023-16 by title only for the final time
7) City Clerk reads Ordinance No. 2023-16 by title only (if approved above)
8) Adopt Ordinance No. 2023-16

Executive Summary:

The City currently regulates short-term rentals (STRs), as found in Flagstaff City Code Chapter 3-12. A short-term rental is a residential dwelling unit rented for less than 30 days. Current regulations are based on A.R.S. Section 9-500.39, as in effect prior to September 22, 2022. All STRs are required to register with the City and non-residential uses of STRs are prohibited.

During the spring of 2022, the state legislature passed SB1168 (vacation rentals; short-term rentals; enforcement). This legislation allows limited regulation of vacation or short-term rentals, including the ability to create a license or permit to operate an STR, as well as defined criteria for when a city may deny or revoke a license or permit. The legislation also outlines allowable regulations related to neighbor notification, emergency contacts, civil penalties, and other areas. Staff has drafted an ordinance to create a short-term rental licensing system based on Council and public input and is seeking Council approval.

The City is not able to regulate STRs except to the extent allowed by state law, and state legislators should be contacted if changes in the law are desired.

Financial Impact:

Costs associated with the implementation of a Short-Term Rental license will be recovered through an annual license fee currently proposed at $175 per license.

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

- Safe & Healthy Community
- Livable Community

Has There Been Previous Council Decision on This:

Yes. The City Council heard updates on potential regulation of short-term rentals on October 11, 2022 and held a work session on May 9, 2023.

Attachments: Res. 2023-38
2023 Short-Term Rental Code
Ord. 2023-16
Presentation

RESOLUTION NO. 2023-38

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED *"2023 SHORT-TERM RENTAL CODE"*

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City desires to update its short-term rental regulations.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *"2023 Short-Term Rental Code"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of July, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit A: 2023 Short-Term Rental Code

2023 SHORT-TERM RENTAL CODE

The Flagstaff City Code, Title 3 Business Regulations, is amended by repealing the current Chapter 3-12 Short-Term Rentals, and by replacing it with a new Chapter 3-12 Short-Term Rentals, to read as follows:

CHAPTER 3-12. SHORT-TERM RENTALS

3-12-001-0001 Purpose

3-12-001-0002 Definitions

3-12-001-0003 License Required

3-12-001-0004 License Application

3-12-001-0005 License Term; Renewal

3-12-001-0006 Emergency Point of Contact

3-12-001-0007 Prohibited Uses

3-12-001-0008 Advertisements

3-12-001-0009 Posting on the Property

3-12-001-0010 Neighbor Notification

3-12-001-0011 Reserved

3-12-001-0012 Reserved

3-12-001-0013 Reserved

3-12-001-0014 License Suspensions

3-12-001-0015 Penalties for Verified Violations

3-12-001-0016 Enforcement

3-12-001-0017 Hearing Procedures

3-12-001-0001 PURPOSE

The purpose of the short-term rental (STR) regulations is to protect the health, safety, and welfare of the community and visitors.

3-12-001-0002 DEFINITIONS

For purposes of this chapter:

"City business day" means a day that City Hall is open for business.

"Emergency point of contact" means the owner or individual designated by the owner to: (i) serve as the local twenty-four (24) hour emergency point of contact for the short-term rental; and (ii) respond to complaints and emergencies relating to the short-term rental in a timely manner.

"Nonresidential use" means any use that is not permitted in a residentially zoned district of the City.

"Online lodging marketplace" has the same meaning prescribed in A.R.S. § 42-5076 and generally means a person that provides a digital platform for compensation through which an unaffiliated third party offers to rent lodging accommodations in this State to an occupant, including a transient.

"Online lodging operator" has the same meaning as prescribed in A.R.S. Section 42-5076 and means a person that is engaged in the business of renting to an occupant, including a transient as defined in A.R.S. Section 42-5070, any lodging accommodation in this State offered through an online lodging marketplace.

"Owner" means any person who, alone or with others, has title or interest in a property, dwelling unit, or portion thereof, with or without actual possession of the short-term rental.

"Owner's designee" means any person or persons with the charge, care, or control of any property, dwelling unit, or portion thereof and includes the "emergency point of contact."

"Person" means any individual, public entity, firm, corporation, partnership, limited liability company, trust, association, or any other entity of any kind.

"Short-term rental" or "STR" means any individually or collectively owned single-family or one-to-four-family house or dwelling unit, accessory dwelling unit, or any unit or group of units in a condominium or cooperative that is also a transient public lodging establishment or owner-occupied residential home offered for transient use if the accommodations are not classified for property taxation under A.R.S. Section 42-12001. A short-term rental shall also include a dwelling unit in a multiple-family development offered for rent as transient lodging. Each unit that is separately leased is a STR. A short-term rental does not include a timeshare managed pursuant to A.R.S. Section 33-2201 et seq.

"Transaction privilege tax license" is the license issued by the State of Arizona pursuant to A.R.S., Title 42.

"Transient" means any person who either at the person's own expense or at the expense of another obtains lodging space or use of lodging space on a daily or weekly basis, or any other basis for less than thirty (30) consecutive days.

"Verified violation" means a final adjudication finding of guilt or civil responsibility for violating any state law or City Code provision relating to a purpose prescribed in A.R.S. Section 9-500.39 subsection B or K that has been finally adjudicated (a final decision of a court or administrative hearing officer with no further right of appeal).

“Written notice” includes but is not limited to a written notice sent by electronic means, United States certified mail-return receipt requested, or hand delivery to the address on file for the STR. If written notice is served by electronic means, it is deemed received on the date sent.

3-12-001-0003 LICENSE REQUIRED

A. License required. It is unlawful to rent or offer to rent a short-term rental (STR) without having first obtained a valid STR license issued under this chapter. A separate license is required for each STR.

B. Prima facie evidence. Representations or advertisements including online listings that reference the property, house or dwelling unit location within the City as available for transient lodging is prima facie evidence that an owner is offering to rent or operating a STR in the City.

C. Violations. In addition to any penalty or fine that may be imposed under section 3-12-001-0015 (Penalties for Verified Violations), the owner shall immediately cease operations of the STR until a valid license is obtained.

3-12-001-0004 LICENSE APPLICATION

A. License applications. The owner of a STR shall apply for a license on an application form supplied by the City. The City Management Services Director may require use of an online licensing system. The application must be signed by the applicant and shall contain the following information:

1. The physical address of the STR property.

2. The name, address, email address, and telephone number of the owner of the STR. If the property owner is an entity, the legal name of the entity and its state of incorporation. The owner’s email address and telephone number will not be public information when the owner is not the emergency point of contact, unless disclosure is required by law.

3. The name, address, email address, and telephone number of the owner’s designee, if any.

4. The name, address, email address, and twenty-four (24) hour telephone number of the individual who will serve as the emergency point of contact. The emergency point of contact shall be public information.

5. The transaction privilege tax ("TPT") license number issued for the STR by the State of Arizona, including the location code (where applicable).

6. A statement that the owner acknowledges and agrees that the owner shall comply with all applicable laws, regulations, and ordinances in operating the STR.

7. A statement that the owner and each owner designee is not a registered sex offender, has not been convicted of any felony act that resulted in death or serious physical injury, and has not been convicted of any felony use of a deadly weapon within the past five (5) years.

8. An attestation that the owner has completed the neighborhood notification required under section 3-12-001-0010. The attestation shall include: (a) the address of each property notified; (b) a description of the manner which the owner chose to provide notification to each property so notified; (c) the name and contact information of the person attesting to compliance.

9. A license fee in the amount established in Chapter 3 - User Fees. The license fee is non-refundable, shall not be pro-rated, and is for an entire year, regardless of whether or not the STR is operated for an entire year.

10. Proof of lawful presence in the United States in accordance with A.R.S. Sections 1-502 and 41-1080, unless exempted by A.R.S. Section 41-1080(B).

11. The application may request that the owner of the STR indicate whether the STR is owner-occupied.

B. License approval. The City shall promptly issue or deny a STR license after receipt of a complete application.

C. License denial. The City may deny a STR license for any of the following reasons:

1. The applicant failed to provide the required application information;

2. The applicant failed to pay the license fee;

3. The applicant provided false information;

4. The owner or owner's designee: (i) is a registered sex offender; (ii) has been convicted of any felony act that resulted in death or serious physical injury; or (iii) has been convicted of any felony use of a deadly weapon within five (5) years of submitting the application; or

5. At the time of application, the owner has a suspended license for the same STR.

D. Notice of denial and appeals. City Code Compliance shall give written notice of the license denial of an application to the applicant. The notice shall inform the applicant of the right

to appeal the denial to the City Manager within ten (10) calendar days and request a hearing pursuant to Section 3-12-001-0017 (Hearing Procedures).

E. Violations. In addition to any other penalty imposed under section 3-12-001-0005 (Penalties for Verified Violations), the City may impose a civil penalty of $1,000 per month against the owner if the owner or owner's designee fails to apply for a license within 30 days after receiving written notice of the failure to comply with licensing requirements.

3-12-001-0005 LICENSE TERM, RENEWAL

A. License term. A STR license issued under this chapter shall be valid for one (1) year from the date of issuance unless suspended or revoked.

B. Renewal. The owner shall apply for a STR license renewal and pay a renewal license fee via the STR license account.

C. Non-transferable. A STR license is non-transferable and non-assignable.

D. License information on file. The owner shall maintain current and accurate information in its online STR license account.

3-12-001-0006 EMERGENCY POINT OF CONTACT

A. Response time. When requested by a police officer, the emergency point of contact must be on the STR premises, or be available over the phone or text, within sixty (60) minutes of the request related to an emergency that requires police response. For purposes of this section, an emergency includes but is not limited to securing a crime scene, cleanup of a biohazard, cleanup of hazardous materials, or any other circumstances requiring immediate action to protect public health and safety, or property.

B. Violations. In addition to any other penalty imposed under section 3-12-001-0005 (Penalties for Verified Violations), the City may impose a civil penalty of $1,000 against the owner for every 30 days the owner fails to provide or maintain current emergency point of contact information on file with the City as required by Section 3-12-001-0004(A)(4). The City shall provide at least thirty (30) days' written notice to the STR owner before imposing the initial civil penalty.

3-12-001-0007 PROHIBITED USES

A. Prohibited uses. No person may use a STR for any of the following:

1. Nonresidential uses including for a special event that would otherwise require a permit or license pursuant to a city or town ordinance or a state law or rule or for a retail, restaurant, banquet space or other similar use.

2. Housing sex offenders, sex trafficking, operating or maintaining a sober living home, selling illegal drugs, liquor control or pornography, obscenity, nude or topless dancing and other adult oriented businesses.

3. Any other use that violates applicable laws, including but not limited to local zoning, building and fire codes, health and sanitation, and noise regulations.

B. Prima facie evidence. Representations or advertisements including online listings that advertise one of the prohibited uses under this section that reference a STR located within the City is prima facie evidence that a STR is operating in violation of this section.

C. Nothing herein shall be construed to prohibit a group home for persons with disabilities as allowed by the Americans with Disabilities Act.

3-12-001-0008 ADVERTISEMENTS

The owner shall display the City short-term rental license number on each advertisement for the STR.

3-12-001-0009 POSTING ON THE PROPERTY

The owner of the STR shall display a Notice inside the STR within ten (10) feet of the primary entrance to the STR. The Notice will read as follows:

NOTICE

It is unlawful to use this property for any nonresidential use, special events that otherwise require a permit or license, retail business, restaurant, event center, banquet hall or other uses prohibited by Flagstaff City Code 3-12-001-0007 (Prohibited Uses).

Emergency Contact: (name and phone number)

City Complaints Hotline #:

City Short-Term Rental License #:

The City Management Services Director may include additional information in the Notice related to the STR or City contact information.

3-12-001-0010 NEIGHBOR NOTIFICATION

A. Neighbor notification. Prior to offering a STR for rent for the first time, the owner shall provide neighbor notification to each single-family residential property adjacent to the STR, directly across from the STR, directly behind the STR, diagonally across the street of the STR, and diagonally behind the STR (touching a point on the adjacent STR property). Prior to offering a STR located within a multi-family residential building, the

owner shall provide neighbor notification to residents on the same building floor as the STR, and the units directly above and below the STR. The neighbor notification shall be provided in writing in the form required by the City and shall include the following information:

1. The STR license number issued by the City;

2. The physical address of the STR; and

3. The name, physical address, e-mail address, and twenty-four (24) hour telephone number of the emergency point of contact.

B. Additional neighbor notifications. The owner shall provide an additional neighbor notification within ten (10) days after any change in the emergency point of contact on file with the City and at time of license renewal.

3-12-001-0011 RESERVED

3-12-001-0012 RESERVED

3-12-001-0013 RESERVED

3-12-001-0014 LICENSE SUSPENSIONS

A. License suspensions. The City may suspend a STR license for a period of up to twelve (12) months for any of the following:

1. Three (3) verified violations within a twelve (12) month period, not including any aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

2. One (1) verified violation that results in or constitutes any of the following:

a. A felony offense committed at or in the vicinity of a STR by the owner of the vacation rental or by the owner's designee;

b. A serious physical injury or wrongful death at or related to a STR resulting from the knowing, intentional or reckless conduct of the owner of the vacation rental or the owner's designee;

c. The owner of the STR or the owner's designee knowingly or intentionally housing a sex offender, allowing offenses related to adult-oriented businesses, sexual offenses, sex trafficking, or prostitution, or operating or maintaining a sober living home; or

d. The owner of the STR or the owner's designee knowingly or intentionally allowing the use of a STR for a special event that would otherwise require a

permit or license pursuant to the City code or a state law or rule or for a retail, restaurant, banquet space or other similar use.

B. Notice of license suspension and appeals. City shall give written notice of the license suspension to the owner of the STR. The notice shall inform the owner of the right to appeal the license suspension within ten (10) calendar days to the City Manager and request a hearing pursuant to Section 3-12-001-0017 (Hearing Procedures). An appeal under this section does not operate as a stay of the license suspension. This section is not applicable to actions for judicial relief brought pursuant to subsection C.

C. Judicial relief. Notwithstanding any, any attempted or completed felony act, arising from the occupancy or use of a STR that results in a death, or actual or attempted serious physical injury, shall be grounds for judicial relief in the form of a suspension of the property's use as a STR for a period that shall not exceed twelve (12) months.

D. Authority. The City Attorney may initiate proceedings in the city court or other court of competent jurisdiction to enforce this section.

3-12-001-0015 PENALTIES FOR VERIFIED VIOLATIONS

A. Penalties. Notwithstanding any other law or penalties assessed, the City may impose the following enhanced civil penalties upon the owner of a STR if the owner receives one or more verified violations related to the same STR within a 12-month period:

1. $500 for the first verified violation.

2. $1,000 for the second verified violation.

3. $3,500 for a third and any subsequent verified violation.

B. If multiple violations arise out of the same response to an incident at a STR, those verified violations are considered one verified violation for the purpose of imposing a penalty.

C. If multiple violations under section 3-12-001-0008 (Advertisements) for the same STR have occurred within a period of 30 days, then, upon a showing that the STR has come into compliance with such section, those verified violations shall be considered as one verified violation for the purpose of imposing a penalty.

D. If multiple violations under section 3-12-001-0010 (Neighbor Notification) for the same STR have occurred within a period of 30 days, then upon a showing that the STR has come into compliance with such section, those verified violations shall be considered as one verified violation for the purpose of imposing a penalty.

3-12-001-0016 ENFORCEMENT

A. Enforcement authority. The City Manager, the City Police Department, City Code Compliance Manager, City Attorney or their designees are delegated authority to enforce this chapter.

B. Notice of violation. The City may send a written notice of violation of any provision of this chapter to the owner or owner's designee. The notice of violation shall inform the owner of:

1. The nature of the violation(s).

2. The section(s) of the code alleged to have been violated.

3. Possible fines or penalties that may be assessed by the City.

4. The time for curing any deficiency or violation so as to avoid fines or penalties.

5. The right to appear at a hearing on a specific date and time to contest the notice of violation, fines, or penalties.

6. The effect of failure to timely request a hearing or appear.

   a. A failure of the person request a hearing within ten (10) calendar days from receipt of the written notice of violation, shall constitute a waiver of the right to a hearing or to challenge the validity of the City notice of violation and assessment of fines or penalties. The Hearing Officer may render a final decision notwithstanding the owner's failure to appear.

   b. Similarly, a failure of the person to request a hearing within ten (10) calendar days from receipt of the written notice of the denial or suspension of a license shall constitute a waiver of the right to a hearing or to challenge the validity of the denial or suspension of a license. The Hearing Officer may render a final decision notwithstanding the owner's failure to appear.

7. The hearing procedures, which are set forth in section 3-12-001-0017 (Hearing Procedures) of the City Code.

C. Civil offenses. Each violation of this chapter shall constitute a civil offense. Each day that a violation occurs shall be a separate offense.

D. Owner liability. The failure of any owner's designee to comply with this chapter shall not relieve the owner of liability under this chapter.

E. Remedies cumulative. The remedies in this chapter are cumulative and the City may proceed under one or more such remedies.

3-12-001-0017 HEARING PROCEDURES

A. Hearing officer. The City Manager shall appoint an independent Hearing Officer to preside over any hearing under this chapter.

B. Hearing date. Upon receipt of a timely appeal or request for a hearing, the Hearing Officer shall schedule a hearing to occur within thirty (30) days or as soon as practicable. The hearing date may be continued or rescheduled upon good cause shown.

C. Information submittal. Each party shall submit the following to the Hearing Officer and to the opposing party at least ten (10) days prior to the scheduled hearing date:

1. Factual bases for contesting City's written notice of violation or decision;

2. List of persons expected to testify, and a brief summary of each person's expected testimony;

3. A list of and copy of all exhibits;

4. Notice as to whether the party will be represented by legal counsel at the hearing;

5. If desired, a request that the hearing be recorded by an electronic hearing device.

D. Informal process. The hearing shall be conducted in an informal process to determine whether there is a sufficient factual and legal basis to support the City's notice of violation, fines to be imposed if any, or decision that is being appealed. The rules of evidence shall not apply, provided, however, that the decision of the Hearing Officer shall in all cases be based upon substantial and reliable evidence. All parties to the hearing shall have the right to present evidence and conduct cross-examination. The City shall present its case first. The Hearing Officer may issue orders as may be necessary or appropriate to fairly and efficiently determine the truth and decide the case at hand. The Hearing Officer may ask questions. The City shall have the burden of establishing by a preponderance of the evidence that a violation has occurred or that its action was merited.

E. Final decision. The Hearing Officer shall issue its written decision within thirty (30) days from the hearing date. The decision shall include factual findings. The decision of the Hearing Officer is final.

F. Waiver. A failure of the person who received written notice in compliance with the requirements of this chapter to timely request a hearing or the failure to appear at a scheduled hearing shall constitute a waiver of the right to a hearing or to challenge the validity of the City notice of violation or action. The Hearing Officer may render a final decision notwithstanding the person's failure to appear at the hearing.

The Flagstaff City Code, Title 3 Business Regulations, Chapter 3-01 Business License Regulations, is hereby amended by deleting those provisions shown in strike-out, and adding those provisions shown in capitalized underlined text:

3-01-001-0003 LICENSE EXEMPTIONS

A. The following persons shall not be required to obtain a business license:

1. Any person defined in Section 3-05-002-0270 as a Federally exempt organization, governmental entity, proprietary club or public educational entity;
2. Any person licensed under Chapter 3-07 (Special Licenses) or 3-09 (Cable);
3. Any person with a valid franchise agreement with the City;
4. Any person licensed under Chapter 3-08 (Sexually Oriented Businesses);
5. ANY PERSON WITH A VALID SHORT-TERM RENTAL LICENSE ISSUED UNDER CHAPTER 3-12 (SHORT-TERM RENTALS);
~~5.~~6. Sidewalk vendor with a permit issued under Section 8-03-002-0004 (Sidewalk Vending Carts);
~~6.~~7. Any person with a valid special event permit issued under Chapter 8-12 (Special Events);
~~7.~~ 8. Any person with a valid temporary use permit issued under Section 10-20.40.150 (Temporary Use Permits);
~~8.~~ 9. A fair vendor at a prescheduled fair, convention, celebration, promotion or other public gathering, where the organizer has obtained a special event permit issued under Chapter 8-12 (Special Events) or temporary use permit issued under Section 10-20.40.150 (Temporary Use Permits).

*****

The Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, is hereby amended by deleting those provisions shown in strike-out, and adding those provisions shown in capitalized underlined text:

3-10-001-0008 License Fees

The user fees of the Management Services Division shall be as follows:

Fee Type	Fee per Each
Business license – annual	$8

Fee Type	Fee per Each
Business license – renewal	$8
Business license – penalty failure to obtain/renew	50% of fee
Transient merchant approval	$0
Transaction privilege and use tax license (see Section 3-05-003-0320)	
Commercial ground transportation – per taxi	$38
Commercial ground transportation – per motor coach	$38
Commercial ground transportation – annual renew	$8
Adult oriented business (see Section 3-08-001-0006)	
Adult oriented business renew (see Section 3-08-001-0006)	
Scavenger waste permit	$24
SHORT TERM RENTAL LICENSE – ANNUAL (SEE CHAPTER 3-12)	$175

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED *"2023 SHORT TERM RENTAL CODE"*; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City may regulate short-term rentals to the extent allowed by A.R.S. Section 9-500.39; and

WHEREAS, the City desires to update its short-term rental regulations to protect the health, safety, and welfare of City residents and visitors; and

WHEREAS, the City has published notice of a proposed new short-term rental licensing fee pursuant to A.R.S. Section 9-499.15.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *"2023 Short-Term Rental Code"*, one(1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, has been declared a public record by Resolution No. 2023-38 of the City of Flagstaff, Arizona, and is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

The Flagstaff City Code, Title 3 Business Regulations is hereby amended by amending Chapter 3-12 Short-Term Rentals, Chapter 3-01 Business License, and Chapter 3-10 User Fees, all as set forth in the *2023 Short-Term Rental Code*.

SECTION 2. Penalties.

Any person found in violation of this ordinance shall be guilty of a civil infraction and shall be fined a sum of $500.00, $1,000.00, or $3,500.00 as set forth in the *2023 Short-Term Rental Code* (Chapter 3-12 of the Flagstaff City Code), which penalty clauses are set forth in the attached Exhibit A. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part

of the code adopted herein by reference are hereby repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections.

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date.

This Ordinance shall be effective November 1, 2023.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of July, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachment:

Exhibit A - Short-Term Rental Code – Penalty Clauses

EXHIBIT A
Short-Term Rental Code – Penalty Clauses

*** Text is omitted for purposes of brevity.

3-12-001-0002 DEFINITIONS

****

"Verified violation" means a final adjudication finding of guilt or civil responsibility for violating any state law or City Code provision relating to a purpose prescribed in A.R.S. Section 9-500.39 subsection B or K that has been finally adjudicated (a final decision of a court or administrative hearing officer with no further right of appeal).

***

3-12-001-0004 LICENSE APPLICATION

***

E. Violations. In addition to any other penalty imposed under section 3-12-001-0005 (Penalties for Verified Violations), the City may impose a civil penalty of $1,000 per month against the owner if the owner or owner's designee fails to apply for a license within 30 days after receiving written notice of the failure to comply with licensing requirements.

3-12-001-0006 EMERGENCY POINT OF CONTACT

***

B. Violations. In addition to any other penalty imposed under section 3-12-001-0005 (Penalties for Verified Violations), the City may impose a civil penalty of $1,000 against the owner for every 30 days the owner fails to provide or maintain current emergency point of contact information on file with the City as required by Section 3-12-001-0004(A)(4). The City shall provide at least thirty (30) days' written notice to the STR owner before imposing the initial civil penalty.

3-12-001-0015 PENALTIES FOR VERIFIED VIOLATIONS

A. Penalties. Notwithstanding any other law or penalties assessed, the City may impose the following enhanced civil penalties upon the owner of a STR if the owner receives one or more verified violations related to the same STR within a 12-month period:

1. $500 for the first verified violation.

2. $1,000 for the second verified violation.

3. $3,500 for a third and any subsequent verified violation.

B. If multiple violations arise out of the same response to an incident at a STR, those verified violations are considered one verified violation for the purpose of imposing a penalty.

C. If multiple violations under section 3-12-001-0008 (Advertisements) for the same STR have occurred within a period of 30 days, then, upon a showing that the STR has come into compliance with such section, those verified violations shall be considered as one verified violation for the purpose of imposing a penalty.

D. If multiple violations under section 3-12-001-0010 (Neighbor Notification) for the same STR have occurred within a period of 30 days, then upon a showing that the STR has come into compliance with such section, those verified violations shall be considered as one verified violation for the purpose of imposing a penalty.

3-12-001-0016 ENFORCEMENT

***

C. Civil offenses. Each violation of this chapter shall constitute a civil offense. Each day that a violation occurs shall be a separate offense.

D. Owner liability. The failure of any owner's designee to comply with this chapter shall not relieve the owner of liability under this chapter.

E. Remedies cumulative. The remedies in this chapter are cumulative and the City may proceed under one or more such remedies.

Short Term Rental Ordinance

June 20, 2023

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Agenda

1. General overview of license program
2. Present ordinance to license short term rentals, and ordinance updates made after work session
3. Consider 1st reading of ordinance

License Program Highlights

- Regulates residential units rented for less than 30 days
- Annual license with fee of $175
- Application through existing LodgingRev software, managed by Customer Service
- Requires annual notification of neighbors
- Provides emergency contact information
- Specifies grounds for license approval, denial and suspension
- Creates penalties for non-compliance

Ordinance Updates

Application

- Revised to require owner to submit a statement that owner is not a sex offender or convicted of certain felonies (versus simply stating that the owner may not be a sex offender or convicted of certain felonies)
- Revised to require owner to submit an attestation that neighborhood notification has been completed (versus promising to complete it later after the license is issued but before offering a STR for rent)

Ordinance Updates

Application

- Added that the owner's email address and telephone number will not be public information unless the owner is designated as the emergency point of contact.
- Added that the application may request the owner to disclose whether the STR is owner-occupied.

Ordinance Updates

Prohibited Uses

- Added a statement that a STR may not be used for sex trafficking.

Neighbor Notification

- Clarified that any neighboring property touching the STR property needs to be notified (including those behind the STR).
- Added that in a multi-family building, notice must be provided to units directly above and below the STR (not just on same floor).

Ordinance Updates

Posting on the Property

- Clarified that notice of the STR license number and prohibited uses must be posted inside the STR
- Removed the owner's name from the notice
- Removed the emergency contact's email address
- Added the City's emergency/complaint hotline telephone number

Ordinance Updates

Verified Violations

- Added that if the owner knowingly or intentionally allows sex trafficking in the STR, then this is grounds for suspension of a license

Penalties for Verified Violations

- Clarified that STR owner penalties for verified violations are enhanced penalties (state law refers to them as enhanced)

Schedule of Events

Event	Date
SB1168 signed by Governor	July 2, 2022
Council gave staff direction to begin creating a Short-Term Rental Licensing System in Flagstaff	Oct. 11, 2022
Open House to gather feedback from the community on draft ordinance	March 27, 2023
Rate analysis completed	April 21, 2023
60-day fee notice	April 21, 2023
Staff presents draft ordinance to Council, incorporating community feedback	May 9, 2023
1st read of ordinance	June 20, 2023
2nd read of ordinance and fee adoption	July 3, 2023
Ordinance effective date - Fee payment and licensing process begins	Effective Nov. 1, 2023

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Questions and feedback

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

12. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Edward Schenk, Water Services Manager - Stormwater
Co-Submitter:	Shannon Jones
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE

Consideration and Approval: Stormwater Strategic Plan 2028

STAFF RECOMMENDED ACTION:

Approve the draft Stormwater Strategic Plan 2028. Approval will move the plan from "draft" to "final" and allow for public dissemination.

EXECUTIVE SUMMARY:

The Stormwater Program was created in 2003 as a central program for managing drainage development review, development permits, and regulating FEMA special flood hazard areas (floodplains). At the time, the program was housed in Community Development (CD).

With time, the program grew to include capital improvements, maintenance, flood response, early alert monitoring, and emergency management. Amidst these growing responsibilities, the Stormwater Program moved from CD to Water Services in 2009. The Stormwater Program was included in the Water Services 2025 Strategic Plan, however it was quickly determined by the interim Water Services Director (Ryan Roberts, 2020) that the Stormwater Program could use better definition, guidance, and a mission to provide a more efficient and successful program. A consultant, Resource Trends Inc., was brought on board in 2020 to help develop the strategic plan. A rough draft was prepared by the end of 2020 and put on pause with the change in leadership both at the Water Services Director position and the Stormwater Manager position.

The draft plan was revisited after the Pipeline Fire and completed by Resource Trends, Stormwater Staff, and the Water Services administration team in 2022. The purpose of the plan is to highlight critical areas within Stormwater that require attention, planning, and/or funding. These areas include: climate change, wildfire flooding, aging infrastructure, natural hazard research specific to Flagstaff, and maintaining appropriate Stormwater staffing including pertinent knowledge, skills, and abilities.

INFORMATION:

The City of Flagstaff Stormwater Section is part of the Water Services Division and has been established to regulate, operate, protect, maintain, and enhance the stormwater drainage systems in the City. Although it's part of the Water Services Division, it has all the functions, complexity, and responsibilities of a separate utility. It administers the Stormwater Management Program and performs studies and analyses as required. It prepares capital improvement plans, performs routine maintenance/repair of stormwater assets, and obtains federal and state permits. The Stormwater Section also communicates with businesses, residents, and developers, and acquires lands, easements, and rights-of-ways to perform its duties.

Stormwater management involves managing flood issues. The cost of severe weather events and flooding can be high, and climate change models predict and increase in the frequency of these events. The challenge for the Stormwater Section is to ensure that issues are minimal in flood events despite the changing climate and the cumulative impacts of development. Meeting this objective requires that the Section set clear performance standards, ensure that the system is sized appropriately, perform needed maintenance, and ensure that new development allows for proper drainage as much as is reasonably possible.

Summary of Strategic Objectives

1. Respond to Wildfire Flooding Issues and Events
2. Clarify Climate Change Characteristics and Overall Stormwater Challenges
3. Maximize/Optimize Stormwater System Maintenance
4. Clarify Services Levels and Enhance Customer Service
5. Increase Support for Floodproofing of Individual Structures
6. Enhance CIP Process and Update CIP Priorities
7. Enhance Development Review Process and Developer Support
8. Improve Communications and Collaboration
9. Address Stormwater Section Human Resource Needs

Attachments: Draft Strategic Plan
Presentation

STORMWATER
FLAGSTAFF WATER SERVICES

FLAGSTAFF
WATER
SERVICES

CITY OF FLAGSTAFF · ESTABLISHED 1882 · ARIZONA







FLAGSTAFF STORMWATER
STRATEGIC PLAN 2028

Master Planning, Development Review and Inspection, Floodplain Management, Maintenance, Flood Response, Capital Improvement.

March 2023 Implementation

We are Water

FLAGSTAFF AND **STORMWATER MANAGEMENT**

With clean air, a cooler climate, and beautiful natural areas, Flagstaff is a great place to live and visit. Residents and visitors enjoy the many amenities Flagstaff has to offer—from the Flagstaff Urban Trails System (FUTS) of bike and pedestrian paths to the Grand Canyon to the unique biodiversity of surrounding forests. Home to Northern Arizona University and world-class research centers, Flagstaff residents are informed, passionate, and engaged in issues concerning their community.

Urban development over the years in Flagstaff has significantly altered the natural hydrology and the hydraulics of this stormwater system, with many natural elements having been replaced or augmented by man-made facilities. Urban development continues, and the City recognizes that climate is causing more intense precipitation events, increased frequency of wildfires, and elevated flooding risks, requiring enhanced planning and improvements to stormwater maintenance and infrastructure. To manage these issues, the Stormwater Section of the Flagstaff Water Services Department is charged with managing a stormwater utility service area subject to stormwater service charges. Recently, these responsibilities have expanded with increasing wildfire and flooding risks due to climate change.

PURPOSE OF THIS STRATEGIC PLAN

With increasing climate change and severe weather patterns, stormwater management, flood management, and pollutions prevention are becoming increasingly important. Consequently, this Strategic Plan focuses on the future, providing the Stormwater Section's staff an opportunity to communicate risks, recommended actions and investments, and identify opportunities within a 5-year planning horizon. Specific objectives include:

- Provide a substantive and easy to read overview of flooding and pollution prevention issues
- Identify the major challenges, risks, and recommended actions and investments
- Increase confidence among the Flagstaff City Council and the community that the Stormwater Section is appropriately mitigating the risks of flooding and the environmental damage caused by stormwater pollution
- Establish a basis for future community dialogue on specific stormwater and pollution prevention issues
- Ensure that Strategic Objectives are aligned with Stormwater Section's values, standards, City Council goals, and the appropriate elements of Flagstaff's Climate Change Action and Adaptation Plan
- Provide the basis for estimating the financial implications of stormwater management

ELEMENTS OF THE STRATEGIC PLAN

Strategic Foundation
Defines the Stormwater Section's fundamental responsibilities. The Behavioral Values are appropriately the same as those noted in the Water Services Division 2025 Strategic Plan.

Business Values
Specific commitments to provide compelling value, for example flood protection and pollution prevention. They establish a consistent framework for developing more detailed standards, identifying issues, assessing risks, implementing solutions, and communicating in a meaningful way.

Stormwater Basics and Major Challenges
Things people should know about stormwater in Flagstaff, including basic concepts and an overview of the most significant risks facing the community.

Standards
Rules, levels of quality, or achievements that are considered acceptable or desirable. The Section's standards drive its activities, decisions, proposed investments and are the basis for transparent operations. Some of these standards are legal or regulatory, for example FEMA and Arizona regulations, or following Low Impact Development (LID) and best management practices (BMPs). Other standards are developed internally and in collaboration with the City Council, city management, and the community.

Strategic Objectives – The Strategic Objectives outlined in this plan describe significant challenges, opportunities, and recommended actions or investments relevant to the planning horizon. They do not address tasks that are part of normal operations, nor do they reflect final policy decisions or indicate that there is approved funding for a given action or investment.



Museum Gauge

STRATEGIC FOUNDATION

MISSION

To professionally and cost effectively minimize the flood damage and pollution from stormwater events.

BEHAVIORAL VALUES

We are guided in our daily decisions and activities by these values:

INTEGRITY

We are transparent, honest, and ethical in all our communications and our actions

LEADERSHIP

We are proactive in protecting the interests of our staff, customers, and community



RESPECT

We thoughtfully consider each other's differences and opinions

COLLABORATION

We listen and openly share our ideas to achieve better decisions and outcomes

COMMITMENT

We strive to meet high standards of service and reliability

RESPONSIBILITY

We are accountable for our behaviors, actions, and use of public resources.



Flooding on Route 66

BUSINESS VALUES

Business Values describe the Section's commitments to provide compelling value to the residents and businesses it serves. These Business Values establish a consistent framework for developing more detailed standards, identifying issues, assessing risks, and evaluating and implementing solutions. The Section's Business Values are the same as the Water Services Division, with the exception that they focus on flood protection and pollution prevention instead of reliable water supplies and water service.

- **Sound Planning and Appropriate Investment**
- **Flood Protection and Pollution Prevention**
- **Protecting Public Health and the Environment**
- **Exceptional Customer Service**
- **Sound Financial Management, Increasing Efficiency**
- **Transparency and Community Engagement**

STORMWATER BASICS

The Stormwater Section - The City of Flagstaff Stormwater Section is part of the Water Services Division and has been established to regulate, operate, protect, maintain, and enhance the stormwater drainage systems in the City. Although it's part of the Water Services Division, it has all the functions, complexity, and responsibilities of a separate utility. It administers the Stormwater Management Program and performs studies and analyses as required, prepares capital improvement plans, performs routine maintenance and repair of stormwater assets, obtains federal and state permits, communicates with businesses, residents, and developers, and acquires lands, easements, and rights-of-ways to perform its duties.

	2003	2005	2007	2009	2012	2018	2019	2021	2022
News:	Stormwater Section Created	First Rate Change and credit manual	Master Planning	ALERT netw ork, LID Ordinance	FWPP	Rio De Flag Flood Control Project	Museum Fire, Climate Action Plan, Rio de Flag Project	Spruce Wash flooding	Pipeline Fire
Rate ($/ERU month	$ 0.53	$ 0.93	$ 1.02	$ 1.22	$ 1.30	$ 2.24	$ 3.74	$ 3.74	$ 3.74
Responsibilities:	FEMA Floodplain Management Development review, Construction Inspections, Maintenance funding Water quality & MS4	Capital Improvement Drainage Investigation	NEAMDS Study	ALERT gauges LID ordinance	Regional Watershed Management	Rio De Flag Flood Control Project	Climate change planning Post-fire flood response Maintenance operations Asset Management/GIS Rio de Flag Project	Regional Flood Management	Individual Direct Assistance Detention Basin Maintenance

Stormwater Fees and Service Levels

The Stormwater Section was created in 2003 and was expanded in 2006, 2015, 2019 to regulate, operate, protect, and maintain the stormwater drainage systems in the City. Stormwater fees provide the funding to carry out these roles. One of the biggest challenges and important roles of the Stormwater Section is to advocate for appropriate investment in flood protection and pollution prevention and to prioritize capital improvements. Appropriate investment is determined by standards. Priorities are set by assessing the risks to life and property, when standards may not be met, and when there are potential financial losses.



Open channel maintenance.

The System

Flagstaff's Municipal Separate Stormwater System (MS4) is separate from the sanitary sewer system and is comprised of open channels, culverts, pipes that allow stormwater to cross under roads, and catch basins that capture and guide stormwater. More broadly, the system comprises any assets that contribute to stormwater control and flood prevention, including detention or retention basins that reside on both public and private property and FEMA special flood hazard areas (commonly referred to as FEMA floodplains and floodways). In general, Flagstaff has no formal municipal stormwater conveyance system. Flood mitigation is accomplished by adding stormwater provisions to local areas or specific development sites. The Army Corps of Engineers Rio de Flag Project, designed to address downtown flooding, represents major infrastructure and could be categorized as a first step in developing a more comprehensive municipal stormwater system.

Floodplains and Flood Insurance

Flood insurance is regulated by FEMA, including setting flood insurance rates, though the City operates as the local administrator for FEMA on floodplains and flood insurance discounts. FEMA also responds to natural disasters. Any property that is designated to be in a FEMA floodplain that has a mortgage must have flood insurance. This insurance can be expensive ($2000-$4000 per year), mainly because properties in a floodplain are deemed to have a significant risk for flooding. So, maps that define FEMA floodplains are an important issue for property owners and developers. Floodplain maps produced by FEMA are a broad brush, and these maps are constantly being revised locally, typically driven by requests from developers. The Stormwater Section enforces local, state, and Federal regulations by way of Erosions Control Plans required by FEMA, the Arizona Department of Department of Environmental Quality (ADEQ), and the Flagstaff Stormwater Design Manual. It does not create or change municipal regulations without Council approval. The Stormwater Section is responsible for the Community Rating System (CRS) that provides insurance discounts by demonstrating higher standards than baseline FEMA regulations.

Stormwater System Maintenance

Stormwater assets underperform if they are clogged due to trash or natural debris, sediments, or because they are old and need repair. Ideally, the Stormwater Section should ensure that if flooding does occur, it's not due to maintenance insufficiencies, but rather migrated debris from the time of the precipitation event. Maintenance of private storm water assets is the responsibility of the property owner. This applies to both public and private stormwater assets. Proper maintenance is also the prerequisite for evaluating the design, capacity, and performance of current infrastructure which is essential for identifying needed capital improvements.



Drainage capital improvement.

Solving, Not Moving the Problem

t's not uncommon for a flooded area to act as a detention pond, which can limit peak flows to downstream areas. This illustrates a common stormwater management challenge. It's not acceptable to solve an upstream problem that causes a problem downstream, in other words, moving the problem from one area or neighborhood to another. Meeting this standard increases the complexity and cost of stormwater projects. In most cases, planning needs to begin where the water will eventually end up and then work backward to determine how it will safely get there.

Impacts of New Development

The impacts of new development to the City over time is increasing area of impervious surfaces or hardscape, but this will not increase total flows in the City's conveyances provided the on-site storm water mitigation is designed and installed properly i.e., providing detention/retention assets and complying with Low Impact Development (LID) standards. The risk created by a specific development site is flooding or having sediment dumped on a neighboring property. This typically occurs because the site did not comply with Stormwater Pollution Prevention Plan (SWPPP) requirements or Best Management Practices (BMPs). Or in some cases, a storm's magnitude was so intense that installed BMPs were inadequate to prevent flooding damage.

New Development Site Management

On any given site (new, infill, or redevelopment) Stormwater codes and LID provisions are designed to ensure that peak flows do not increase, and the basic path of the flow is not altered. Peak flow is typically controlled with onsite detention or retention basins or by directing flow toward landscaping (which amounts to passive rainwater harvesting). In almost all cases, development causes total flow discharged from a site to remain the same even with an increase in hardscape (roofs, driveways, parking lots) thanks to designed and installed mitigation to preserve preconstruction discharge rates. This means that by providing adequate local and regional mitigation, stormwater risks are remaining the same due to the cumulative impacts of development.

Establishing Spatial Weather Distinctions

It's possible that certain areas of Flagstaff are prone to certain weather events, especially with respect to smaller storm cells or monsoons. Recent events suggest that definable patterns may exist. Ongoing data collection, specifically stormwater footprint information, is necessary to establish credible patterns. Establishing these spatial trends could dramatically increase the effectiveness and efficiency of CIP investments, specifically decreasing costs and flooding risks.

Army Corps of Engineers Rio de Flag Flood Control Project

This project is a twenty-year effort of the City of Flagstaff and the U.S. Army Corps of Engineers to prevent safety hazards and property damage caused by floods. It is a $122M project with 65% of the funding provided by the Army Corps. Project provisions being built along the Rio de Flag and Clay Avenue Wash will significantly reduce flooding in the downtown area. The project realigns the primary floodway, constructs underground and surface floodway structures, and will provide stormwater connections to the project's infrastructure. Once completed, this project has the potential to prevent damage to approximately 1,500 structures in Flagstaff, valued at over $916M. Though this project is a significant step forward in flood mitigation, it does not resolve all stormwater issues.

MAJOR **CHALLENGES**

Advancing Climate Change

Without the impacts of climate change, stormwater management amounts to ensuring that private drainages and stormwater system assets were designed and properly constructed, overseeing new development and its impacts, and ensuring that stormwater assets are being properly maintained. However, climate change is changing the game. Changes in Flagstaff's weather patterns in the next 5 years will be more dramatic than the last 10 years. A drying trend that increases the risk of wildfires, increased flooding due to intense monsoons, more rain-on-snow events, and large storms with wet snow are consistent with both climate change modeling and recent experience. Precipitation events previously designated as 100 or 1000 year storms are now regular occurrences. Responding to these challenges will require a fully staffed stormwater utility and significant



Flooding on North Foxglenn St.

enhancements in data collection, characterization of flows and system capacity, and making compelling arguments for significant investments.

Wildfires and Associated Off-Forest Flows

This may be the biggest stormwater challenge facing Flagstaff. Burned areas from wildfires can cause a ten-fold increase in stormwater flows. Wildfires also illustrate one of the ways that climate change causes reinforcing negative effects. Longer dry periods increase the risks of wildfires, wildfires burn the soil and strip it of its water holding capacity, and climate change increases the risk of more intense precipitation events. The net result is an expansion of the areas in and around Flagstaff where severe flooding can occur. These risks are directly proportional to burned area surrounding the City, which is increasing. Given that it can take decades for a forest to recover, in 10 years the total burned area surrounding Flagstaff could be significantly greater than it is today. In fact, recent wildfires have re-burned areas that were recovering from the 1977 Radio Fire and the 2010 Schultz Fire.

Risk to Older Infrastructure

Up to 40% of Flagstaff's older neighborhoods are at risk for significant flooding. These neighborhoods and their stormwater assets, built anywhere from 20 to 70 years ago, were constructed using different engineering design standards and arguably based on different weather assumptions and frequency of wildfires. In some cases, there were no standards at the time of the development. The Stormwater Section was created in 2003, with previous development review only occurring sporadically. Stormwater Fund increases in 2006, 2015, and 2019 were driven by increases in the deferred capital improvements list for Stormwater, a chronic issue that has not substantively eased due to increasing construction and design costs in the region. Also, it's not uncommon to find that construction failed to meet the standards in place at the time.

Characterizing Precipitation Events

It no longer makes sense to use the terms 100-year or 1000-year storms when these events are occurring every few years, or several times in one year. With accelerating climate change, weather patterns from decades ago are no longer a reliable indicator of future events. To plan appropriately, likely events must be defined using climate change modeling and data from more recent storms. These events must be characterized in terms of a footprint, which describes the amount of precipitation and flows that occur in a given area over a given time. Translating the risks of advancing climate into specific storm footprints will help to prioritize stormwater capital improvements.

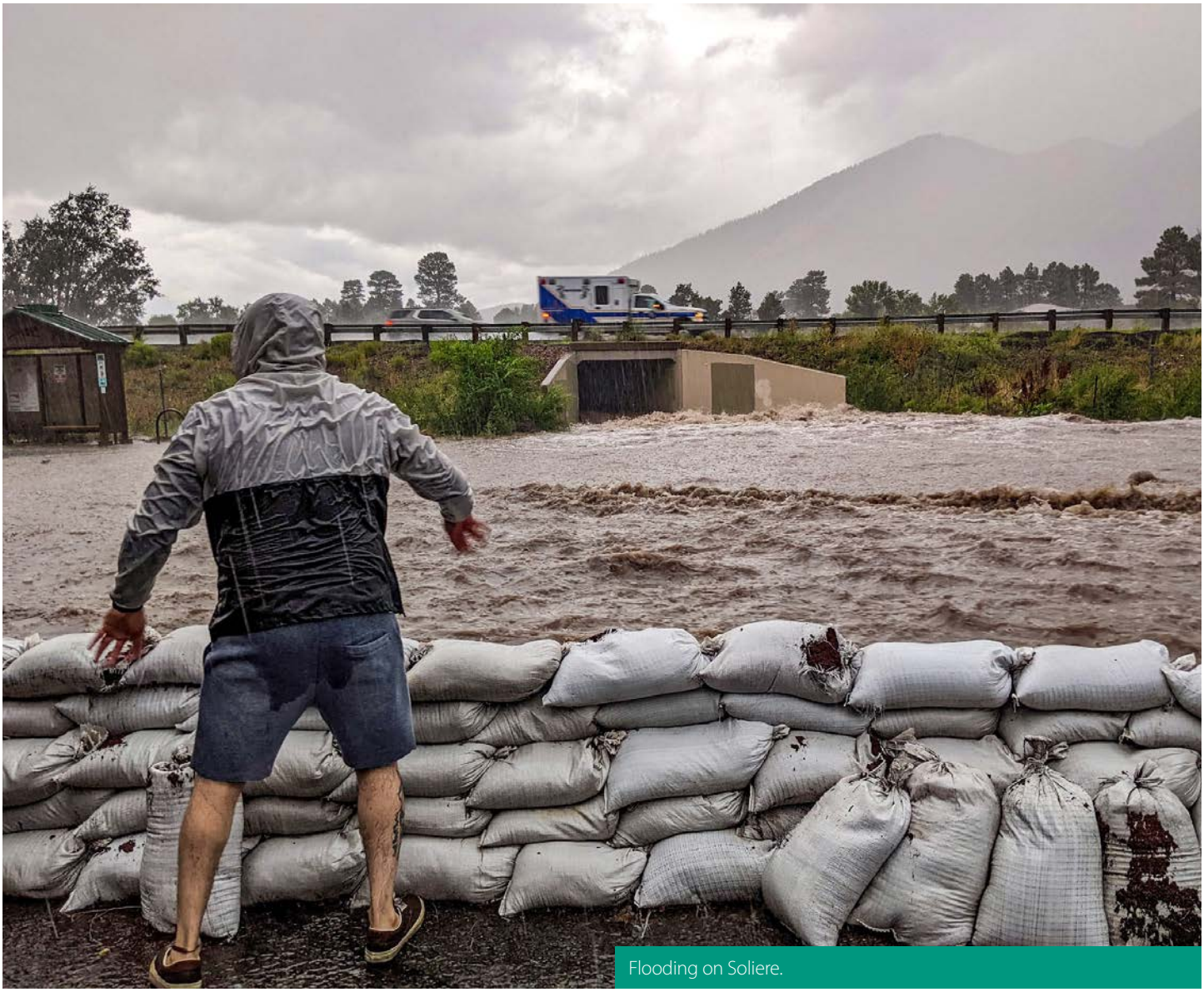
Human Resources

Today's staffing for the Stormwater Section is not aligned with the fact that it has all the roles of a fully functioning utility, the growing risk of flooding, and the human and financial costs of these risks. A significant increase in resources is needed to address flood response, planning, maintenance, analyses, and defining/prioritizing capital improvements.

The Overall Danger – Given the increasing frequency and severity of intense precipitation events and the increase in areas burned by wildfires, the risk that Flagstaff will fail to respond appropriately to stormwater and flooding issues is high unless significant changes are made in approach and available resources.

ASSESSING AND MITIGATING **RISKS**

Stormwater management is a risk management problem. The cost of severe weather events and flooding can be high, and climate change models predict that the frequency of these events is increasing. The challenge for the Stormwater Section is to ensure that the risk of damage due to flooding is low despite the changing climate and the cumulative impacts of development. Meeting this objective requires that the Section set clear performance standards, ensure that the system is sized appropriately, perform needed maintenance, and ensure that new development does not harm neighbors and or increase flooding risks.



Flooding on Soliere.

flagstaff.az.gov/utilities

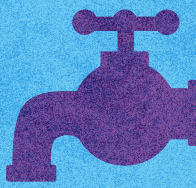
STRATEGIC **OBJECTIVES**

Using Strategic Objectives to Describe the Future

The Section's Strategic Plan employs several criteria for assessing future challenges and opportunities. These criteria include the following:

- Making sure that the Section is complying with current regulations and standards
- Responding to climate change, increasing wildfire threats, and changes in the condition of assets
- Addressing evolving community needs and taking advantage of opportunities to increase efficiency
- Ensuring that standards, risks, and needed investments are communicated clearly

Assessing the Section's activities using the criteria above has led to the development of a series of *Strategic Objectives* that address perceive needs and future performance to standards. They do not represent final policy decisions or reflect the availability of funding, rather they are recommendations for analyses or actions that should be pursued. In this sense, these objectives establish a framework for the Section's staff to continue clarifying the issues, establishing priorities, collaborating with experts, and leading a dialogue with the City Council and the community about investing appropriately in mitigating flooding and pollution risks.



SUMMARY OF STRATEGIC OBJECTIVES:

1. **Respond to Wildfire Flooding Risks and Events**
2. **Clarify Climate Change Characteristics and Overall Stormwater Challenges**
3. **Maximize/Optimize Stormwater System Maintenance**
4. **Clarify Services Levels and Enhance Customer Service**
5. **Increase Support for Floodproofing of Individual Structures**
6. **Enhance CIP Process and Update CIP Priorities**
7. **Enhance Development Review Process and Developer Support**
8. **Improve Communications and Collaboration**
9. **Address Stormwater Section Human Resource Needs**

STRATEGIC OBJECTIVE NO. 1:
RESPOND TO WILDFIRE FLOODING RISKS AND EVENTS

Relevant Standards	• Protect public health, safety, and the local environment • Ensure that provisions to manage stormwater are resilient to climate change
Background	Flagstaff is surrounded by a forest, and unfortunately forests are periodically burned by wildfires. Wildfires not only burn down trees, but change the characteristics of the soil, specifically the ability for water to infiltrate into the soil. In fact, the biggest contributor to flooding after a wildfire is the changes in soil characteristics. This can increase peak stormwater flow by as much as 10 times that of non-burned areas.
Challenge/ Opportunity	• Climate change not only increases the risk of wildfires but also more intense monsoons and precipitation events, both of which Flagstaff is already experiencing. • In the last 12 years, Flagstaff has experienced 3 significant wildfires, (Schultz, Museum, and Pipeline) occurring in 2010, 2019, and 2022 respectively. Prior to these fires, the last significant fire impacting the City was the 1977 Radio Fire. Consistent with climate change models, this suggests that the frequency of wildfires is increasing. • It takes decades for a burned area to recover, some studies showing 80 years or more. In fact, the most recent fires around have re-burned areas that were still recovering from the Radio and Schultz Fires. • There are no practical ways to amend large areas of burned forest soils to speed recovery. • Since the frequency of wildfires is likely increasing, and recovery is very slow, in 10 years the burned area around Flagstaff could be significantly larger than it is today. So, the cumulative risk of flooding due to climate change (more intense storms and more burn area) will also increase with time. • More flooding in burned areas will require new stormwater assets, including culverts, channels, and detention/retention basins. This new infrastructure will also require ongoing maintenance. • Flagstaff is surrounded by federal lands, so efforts to reduce wildfire risks with preventative forestry practices must be coordinated through the appropriate authorities.
	• Analyze new burned area flooding risks and build preventative measures before flooding occurs. • Train staff in Incident Command System (ICS) and Incident Management Team (IMT) processes to integrate with City and County Emergency Management services. • Assess wildfire trends and develop CIP plan and staffing requirements associated with building and maintaining new stormwater infrastructure specific to addressing wildfire related flooding. • Conduct incident command system training for Stormwater Section staff • Create an IGA with the Flood Control District to determine roles and responsibilities

STRATEGIC OBJECTIVE NO. 2:
CLARIFY CLIMATE CHANGE CHARACTERISTICS AND OVERALL STORMWATER CHALLENGES

Relevant Standards	• Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low. • Ensure that provisions to manage stormwater are resilient to climate change
Background	Stormwater system performance and damage due to flooding are impacted by the severity and timing of precipitation events and the impacts of wildfires. These events produce stormwater flow rates that can either be handled by current stormwater infrastructure, or be overwhelmed, causing flooding and damage. The issue is not necessarily the overall severity of the storm, but the precipitation intensity on a given area in given period of time (the precipitation footprint).
Challenge/ Opportunity	Flagstaff is facing the following challenges related to climate change and increasingly severe weather. • Climate change is accelerating, which translates into accelerating uncertainty related to future weather patterns, especially in a given region, area, or neighborhood. • It no longer makes sense to characterize storms as 100-year or 1000-year events when these events are occurring every few years, or several times in a single year. With accelerating climate change, weather pattens from even 10 years ago are no longer a reliable indicator of future events. • A drying trend that increases the risk of wildfires, higher flooding risks due to intense monsoons, more rain-on-snow events, and large storms with wet snow are all consistent with climate change modeling and recent experience. These events will continue, and likely be more severe, in the future. • If recent record monsoons had occurred in older or more vulnerable neighborhoods, the damages could be catastrophic and endanger lives.
Specific Responses	• Consider recent weather events and trends, general climate change modeling, and consult with climate experts on Flagstaff's weather to create a clearer picture of the weather events that should be considered in Flagstaff's stormwater planning. • Translate weather events into precipitation footprints. Express these footprints in terms of amount of water, area, time, and resulting flow rates. • Consider adding a climate change acceleration factor to recent storms, weather conditions, and even wildfire frequency to account for changes likely to occur over the next 10 years. • Produce a substantive and easy to read brief that clarifies weather patterns, including information on precipitation footprints, spatial trends, and plans to improve this information over time. • Enhance the rain and flow gauge network and the emphasis on hydrology in the Stormwater Section. This will create a stronger foundation for understanding stormwater footprints, flows, spatial trends, and for improving emergency alerts to first responders and residents. • Use the increased clarity on weather events to continue optimizing system maintenance and Capital Improvement (CIP) projects and priorities. • Consider the appointment of a dedicated hydrologist for the stormwater section • Conduct modeling of various climate change and land use change scenarios to determine the range of stormwater system capital investment needed to meet future challenges

STRATEGIC OBJECTIVE NO. 3:
MAXIMIZE/OPTIMIZE STORMWATER SYSTEM MAINTENANCE

Relevant Standards	• Protect public health, safety, and the local environment • Ensure that provisions to manage stormwater are resilient to climate change • Minimize the number of flooding or drainage complaints caused by maintenance problems
Background	For the stormwater system to function at its capacity, it must be well maintained. This means ensuring that the system is clear of debris and that assets are in good condition (not crumbling or past their useful life).
Challenge/ Opportunity	Consistent with climate change models, the intensity of rainstorms in Flagstaff has been increasing. • Flagstaff has experienced "100-Year" storms in 2014, 2016, 2018, and a "1000-Year" storm in 2018. Storms that were considered very unlikely may now be the norm. • Given increasing flooding risks and frequency of flooding, maintenance is critical. Approximately 80% of drainage complaints are related to maintenance issues. • System maintenance is becoming increasingly more difficult with repetitive flood events, debris flows, and sediment flows from wildfires. • Maintenance conditions can change rapidly. A cleared grate can become blocked again the next day. • Until recently, the stormwater system was not fully defined or documented, which made it difficult to perform proactive maintenance. • Assessing asset conditions on closed systems and culverts is difficult. These types of assets have not been completely characterized. • Many stormwater assets are privately owned and maintained. The performance of these assets is important for protecting neighbors and overall performance of the system. • If the system is not appropriately maintained, it's more difficult to evaluate design issues and capacity. • Emergency response demands the time and resources of the Stormwater staff, making it more difficult to accomplish annual system maintenance and improvements
Specific Responses	Appropriate maintenance based on clearly defined standards is the foundation for effective stormwater management. Given the risks associated with climate change and Flagstaff having an under-sized system in many areas, the Stormwater section should adopt a highly proactive approach to maintenance. • Complete the definition of the stormwater system, including assessing the condition of all significant underground stormwater assets. • Categorize drainage complaints or flooding events as either maintenance or design related and use these data to refine maintenance standards and activities. • Develop or refine current standards that define optimum system maintenance, clearly specifying the balance between proactive and reactive maintenance. • Establish clear response times to maintenance related drainage complaints. • Update the maintenance workplan to meet updated standards, making sure to address seasonal considerations in maintenance scheduling and level of effort. • Produce annual maintenance report for the stormwater system that addresses performance to standards, identifies new or refined standards, and outlines changes to maintenance activities.

STRATEGIC OBJECTIVE NO. 4:
CLARIFY SERVICES LEVELS AND ENHANCE CUSTOMER SERVICE

Relevant Standards	• Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low • Ensure that provisions to manage stormwater are resilient to climate change • Provide flood proofing technical and financial support for at-risk properties • Provide exceptional customer service based on clearly defined standards • Respond to drainage complaints withing 24 hours
Background	Stormwater fees for a property are based on the amount of impervious surface (roofs, driveways, parking lots etc. because this increases runoff and flooding risks. Fees are used to fund the activities of Flagstaff's Stormwater Section, which has been established to regulate, operate, protect, maintain, and enhance the stormwater drainage systems in the City. Collecting fees requires that the Stormwater Section define the value that these fees produce in terms of standards and service levels. Also, the Stormwater Section interacts with residents at a grass roots level, so customer service standards need to be clear.
Challenge/ Opportunity	• The Stormwater Section is clearly responsible for stormwater maintenance and CIP efforts, but it's less clear what stormwater fees actually cover with respect to resolving flooding problems in specific neighborhoods, specific properties, and the timeframe in which issues will be addressed. • Recently, the Stormwater Section has been given new flood response responsibilities previously handled by the County, signaling a pivot to both regional and urban flood control roles. • Lack of clarity about stormwater service levels translates into lack of clarity about liability. • Up to 40% of the properties in Flagstaff are susceptible to flooding simply due to the historic periods in which they were constructed. For example, homes and other buildings built below street level or built before the year 2000 do not meet present-day standards for protecting against inundation. Given the increasing storm intensities caused by climate change, their susceptibility to flooding will only get worse with time. • Service levels must define whether flooding issues and risks will be addressed with system level solutions, including timeframes, or individual structure flood proofing support. • The impacts of a wildfire can cause a 10-fold increase in stormwater flows, for example 1.5" of rain per hour causing a 100-year flow. Services levels related to flooding risks from wildfires are unclear. Sandbags and modular barriers are not acceptable long-term solutions. • Often, addressing whether the City is responsible for resolving a stormwater issue for a specific customer has boiled down to assessing whether the City did something, or allowed something to occur, that caused the problem. • Stormwater staff often address issues that are not the responsibility of the Stormwater Section.
Specific Responses	• Develop more detailed standards related to service levels for maintaining and enhancing system assets and risk mitigation for individual properties and customers. • Review Stormwater Section activities and ensure that these activities are within the scope of responsibilities for the Section. • Improve emergency response communications by improving the rain and flow gauge system • Integrate the Stormwater Section with City and County Emergency Management in relevant flood standards, planning, and external funding requests

STRATEGIC OBJECTIVE NO. 5:
INCREASE SUPPORT FOR FLOODPROOFING OF INDIVIDUAL STRUCTURES

Relevant Standards	• Ensure that the risks of flooding, or damage due to flooding, are low. • Evaluate flood proofing technical and financial support for properties at high risk
Background	There are two basic ways to minimize damage caused by a severe stormwater event. The first is to ensure that the local and city-wide drainage infrastructure has the capacity to ensure that flooding of homes or buildings does not occur. The second is to install flood proofing measures in individual properties to minimize damage during a flood, and/or restrict the flooding to outdoor areas.
Challenge/ Opportunity	Since climate change impacts are accelerating, it will be a major challenge for the Stormwater Section to plan, secure approval, and construct projects in the near terms that will minimize flooding risks for all neighborhoods. Until this gap is resolved, some property owners and businesses will experience flooding and flood damage (especially during the next 10 years).
Specific Responses	• Based on risks and timing of CIP improvements, identify neighborhoods that remain at higher risk for flooding and should be implementing flood proofing provisions. • Work to develop a program and funding sources to provide technical and financial support for customers in areas of need and who wish to implement flood proofing measures. • Work with the Sustainability Division and Housing Division on an integrated floodproofing grant program.



Sandbags.

STRATEGIC OBJECTIVE NO. 6:
ENHANCE CIP PROCESS AND UPDATE CIP PRIORITIES

Relevant Standards	• Sound planning and appropriate investment in stormwater assets and management • Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low • Maintain a quantitative and transparent process for identifying and prioritizing CIP projects • Minimize the number of properties in FEMA floodplains • Make compelling arguments for capital investments • Stormwater projects must solve the whole problem, not just move it to another area
Background	The biggest stormwater risk for Flagstaff is the ability of neighborhoods and the stormwater system to withstand the extreme weather events and flows due to climate change and the increased hardscape caused by development. (An increase in hardscape requires detention/retention and LID to ensure that the lot mimics it's preconstruction hydrologic performance). The Stormwater Section must have a process for evaluating these risks and prioritizing improvements.
Challenge/ Opportunity	• Flagstaff's current stormwater control system and specific infrastructure in older neighborhoods is under-sized (as many as 40% neighborhoods) with respect to handling more intense storms with larger precipitation footprints and peak flows. • Mitigating flooding in a neighborhood or area must ensure that these improvements do not move the problem to other areas. This typically increases the complexity, size, and cost of the project. • Flooding risks for a given neighborhood or area are affected by its location, the Stormwater codes were in place at the time of construction, whether these codes were followed, and the Stormwater standards that were applied to infill development or redevelopment. Buildings and neighborhoods constructed before 2001 are typically most vulnerable to flooding. • The Greenlaw neighborhood has experienced three 100-year storms in three years. In every case it experienced significant flooding because there is no access to underground stormwater assets and the neighborhood did not maintain its privately owned drainage conveyances. • The process for developing CIP projects and the standards for setting priorities has been too qualitative and not very transparent. This leaves the door open for a reactive approach to setting project priorities, which typically results in less efficient capital allocation. • There are no clearly defined standards for permanently addressing the flooding risks for areas affected by wildfires.

Objective No. 6 continued on page 18

STRATEGIC OBJECTIVE NO. 6:
ENHANCE CIP PROCESS AND UPDATE CIP PRIORITIES

Continued from page 17

Specific Responses

- Increase Stormwater Section focus on assessing flooding risks for specific areas and neighborhoods, prioritizing of CIP projects, and on stormwater project management.
- Implement master planning and regional modeling to support CIP planning and prioritization.
- Develop transparent risk assessment and weighting factors for prioritizing capital improvements to local infrastructure and the public stormwater.
- Consider weather expectations, effects of wildfires, system characteristics, public safety, costs of property damage, and project costs in the CIP evaluation process.
- Develop a more comprehensive database related to flood damage locations, costs, and the conditions under which this damage occurred.
- Adopt an explicit structure for making compelling arguments for investing in staff, data systems, analysis capabilities, and infrastructure.
- Provide oversight on the Rio de Flag project to ensure that it maximizes local flood mitigation in downtown and other impacted areas.
- Transition Stormwater Section to be the Project Manager for all Stormwater Projects, including funding and management of Spot Stormwater Improvements.



Basin construction.

STRATEGIC OBJECTIVE NO. 7:
ENHANCE DEVELOPMENT REVIEW PROCESS AND DEVELOPER SUPPORT

Relevant Standards	• Ensure that the risks of flooding, or damage due to flooding, are low. • Ensure that new development, infill development, and redevelopment do not increase or redirect peak stormwater flows • Ensure that provisions to manage stormwater are resilient to climate change • Ensure that new development does not cause a cumulative increase in flooding risks • Ensure that soil for new development is properly stabilized during and after construction • Support developers in implementing the most effective and cost-effective stormwater protections • Be transparent related to development standards and the costs of code compliance • Ensure that the City Council and city managers understand the cost/benefit analysis of stormwater codes and Best Management Practices (BMPs) related to development
Background	The immediate concern related to new development is that a neighbor will be flooded or have sediment dumped on their property due to development nearby. This can occur because the builder or contractor did not comply with Stormwater codes or BMPs, or that a storm was so intense that these provisions were inadequate. The longer-term and broader impacts of development are an increase in the total area of hardscape and increasing total flows to the stormwater system.
Challenge/ Opportunity	• The costs to implement flood prevention provisions for new development in Flagstaff are significant but typically less than other communities. However, relative development costs in Flagstaff are high, which puts pressure on flood control provisions and expenses. • Increasing climate change impacts call into question whether infill and redevelopment standards should be based on more severe precipitation footprints. • Current Stormwater regulations covering new development address peak flows and are designed to ensure that flooding of neighbors does not occur. But these regulations do not address total flow, which means that over time total flow and flooding risks are increasing. (An increase in impervious surfaces requires detention/retention and LID to ensure that the lot mimics it's preconstruction hydrologic performance in its post-construction state.) • Cost for basic soil stabilization during construction and for a newly developed sites are relatively low, yet a few contractors still resist implementing these provisions. This is challenging because contractors argue that they aren't being paid for landscaping. The City still requires that BMPs be installed to prevent off lot erosion and sedimentation. • 90% of contractors are very cooperative in terms of implementing stormwater provisions. Yet, complaints by a few contractors to city council and city management skew perceptions about the efficacy of codes and BMP's and the collaborative approach of the Stormwater Section. • City Council members and city management could be better informed about basic Stormwater principles, standards, and the relative cost of meeting regulations and implementing BMP's.

Objective No. 7 continued on page 20

STRATEGIC OBJECTIVE NO. 7:
ENHANCE DEVELOPMENT REVIEW PROCESS AND DEVELOPER SUPPORT

Continued from page19

Specific Responses

- Produce a substantive yet brief report on compliance with development codes, including the key issues and ramifications of non-compliance.
- Identify compelling changes to development codes that would address the increase in flood risks over time due to climate change and the increasing amount of hardscape.
- Clarify the link between the cost of a drainage report and eventual construction costs, helping developers optimize compliance and flood control benefits with costs.
- Clarify the process for managing disputes with developers and ensure that this process is approved by the City Manager and the City Council.
- Using this strategic plan as the context, conduct a workshop with Council and city management covering basic stormwater management principles, development standards and BMPs, and the costs and benefits of implementing various stormwater provisions.



Schultz basin.

STRATEGIC OBJECTIVE NO. 8:
IMPROVE COLLABORATION AND COMMUNICATIONS

Relevant Standards	• Build a strong reputation, maintaining trust and support from the community • Provide exceptional customer service based on clearly defined standards • Encourage meaningful public participation in stormwater issues and policy making • Make it easy for people to be substantively informed about critical stormwater issues in Flagstaff
Background	The Stormwater Section is charged with maintaining flood protection and pollution prevention. Both of these require appropriate investment in resources and infrastructure. Securing this investment requires that the Section be trusted related to its operations, planning, and investment proposals. The ability of city council members, city management, and public to understand Stormwater Section performance, maintenance, and capital improvement needs depends on their understanding of stormwater principles and issues. This requires strong communications by the Stormwater Section.
Challenge/ Opportunity	• As technical organizations, many utilities struggle with defining the most effective and efficient way to communicate with policy makers, employees, and the community. • Shared information is often too technical and without sufficient context, and communication activities are often not tied to specific standards or outcomes. • Other city departments know little about stormwater management and activities. • It's likely that council members and city management are not adequately informed about stormwater basics, key issues, and mitigation priorities. • The Stormwater Section is now a utility, and this involves interacting with other departments in the City as well as businesses, developers, and residents. Communication protocols need to be improved, especially when communicating with the city manager or city attorneys.
Specific Responses	• Develop a stormwater strategic plan to clarity stormwater issues, challenges, and opportunities and use plan as the context for communications with the council and city management • Build stronger relationships with policy makers, the water commission, and other influencers in the City. Ensure that these key audiences are substantively informed about stormwater issues. • Carefully review all communications leaving the section, including establishing and adhering to specific communication standards and protocols. • Recognize that support for investing in activities, staff, and CIP is tied to the quality of communications. A compelling case for investment is typically approved. • Adopt a clear structure for making compelling investment proposals that includes background information, the relevant standards, the problem or opportunity, the proposed solution, timing considerations, costs, and the ramifications of failing to act. • Define and communicate the major stormwater areas (drainages) to facilitate communications about stormwater basics, issues, risks, and needed investment. • Conduct a Stormwater Summit with key stakeholders.

STRATEGIC OBJECTIVE NO. 9:
ADDRESS STORMWATER SECTION HUMAN RESOURCE NEEDS

Relevant Standards	• Sound planning and appropriate investment in stormwater management and assets • Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low. • Ensure that provisions to manage stormwater are resilient to climate change • Maintain adequate staffing for Stormwater Section
Background	The Stormwater Section operates as a fully functioning utility. It must ensure the reliability of stormwater infrastructure in the face of climate change, assess flooding and pollution risks, respond to floods, plan and secure investment for needed capital investments, and routinely interact with customers and developers. All of these efforts require adequate staffing and human resources.
Challenge/ Opportunity	• The Stormwater Section has many strategic and operational issues to address, as outlined in this plan. However, for the most part current staffing levels (five full time professional employees and two field staff) allow for only reacting to current problems and flooding crises. • The Section has only two part time maintenance workers that are shared with and managed by the Sewer Collections department. This is not sufficient to provide needed maintenance today and the increasing maintenance as time passes. Also, there is insufficient staff to utilize current stormwater maintenance equipment. • The support for new development is at minimum levels, only allowing for inspections of commercial properties. Single family home inspections cannot be supported beyond ADUs/ garages being inspected at the footing phase and at building final inspection in order to minimize potential for erosion and sedimentation after the project is completed. • As new infrastructure needs increase, the need for capital project management increases • Recently, the Stormwater Section has taken on new responsibilities that were previously being performed by the County. This has further stretched Section resources.
Specific Responses	• Complete comprehensive staffing analysis to identify all staffing needs • Provide for 2-4 dedicated staff members to perform stormwater system maintenance • Bring CIP project management inside the Stormwater Section, adding two project managers.

CLOSING **REMARKS**

The Flagstaff Water Services Strategic Plan 2025 established stormwater as a critical issue and outlined the high-level challenges and responses. This strategic plan provides a more detailed picture of the values, standards, and major issues facing Flagstaff and the Stormwater Section in the near future. Given the accelerating impacts of climate change, the cumulative increase in hardscape from development, and the increasing frequency of wildfires, stormwater risks continue to rise, especially in older neighborhoods and those areas not enhanced by the Rio de Flag stormwater project. This is a highly visible problem in the City, and the impacts of climate change are dynamic. The Stormwater Section must have the skills and resources to provide the appropriate planning, analyses, customer service, and flood response the community needs.

Strategic Objectives

The Strategic Objectives in this plan highlight the need for the Stormwater Section to clarify services levels for individual property owners or homeowners, provide greater support for individual structure flood proofing, proactively address the flooding risks created by wildfires, put greater emphasis on understanding storm footprints, enhance the CIP project criteria and priority setting, and improve system maintenance. Supporting new and infill development has been a major focus of the Section, however, this can be enhanced with better communication about the efficacy of stormwater codes and BMP's, and when possible, doing more to help developers provide greater stormwater protections at a lower cost. In conjunction with this strategic plan, the Stormwater Section will strive to enhance its communications, including communicating the logic behind stormwater standards, emphasizing the most pressing problems, and making compelling arguments for investment.

Increasing Impacts and Investment

Given the accelerating impacts of climate change and the cumulative effects of development, investment in stormwater planning and mitigation will increase. Consequently, the Stormwater Section's ability to develop clear standards, collect and analyze the appropriate data, and make compelling arguments for investment will be critical.

Ongoing Strategic Plan Communications

The Stormwater Section will continue to communicate and discuss the issues in this Strategic Plan with the City Council, city management, and the community, especially the financial implications of proposed solutions and the ramifications of failing to act.

NEXT STEPS AND **ACKNOWLEDGEMENTS**

Brief the Water Commission and City Council on this Plan, identify staff champions for each Strategic Objective, establish an implementation process, and provide progress updates every six (6) months to Water Services Division Staff and City Management.

Water Services Management Team

Brad Hill, Acting Water Services Director
Gary Miller, P.E., Water Services Engineer

Stormwater Program

Ed Schenk, R.G., CFM, Stormwater Section Manager
Doug Slover, P.E., CFM, Stormwater Project Manager
Sharon Masek Lopez, Stormwater Project Manager
Chris Palmer, CPESC, Stormwater Project Manager
Chase McLeod, CFM, Stormwater Project Manager
Joe Almendarez, Stormwater Maintenance Supervisor
Paul Wolf, Stormwater Maintenance Operator
David Landavazo, Stormwater Maintenance Operator

Facilitated by:

John Ruetten – Resource Trends, Inc.


STORMWATER
FLAGSTAFF WATER SERVICES
FLAGSTAFF WATER SERVICES
CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

Stormwater Strategic Plan 2028

June 20, 2023

Overview

- Stormwater became a utility in 2003, under Community Development
- Since that time, the program has changed multiple times and has grown substantially
- In 2020, the interim Water Services Director initiated development of a Stormwater Strategic Plan to provide better definition, guidance, and mission to Stormwater
- The draft plan was reviewed and revised in late 2021, after the post-fire floods, and completed in late 2022
- The following slides provide the completed Strategic Plan for Council review and approval.

STORMWATER
FLAGSTAFF WATER SERVICES

FLAGSTAFF WATER SERVICES







FLAGSTAFF STORMWATER
STRATEGIC PLAN 2028

Master Planning, Development Review and Inspection, Floodplain Management, Maintenance, Flood Response, Capital Improvement.

March 2023 Implementation

We are Water

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PURPOSE OF THIS STRATEGIC PLAN

With increasing climate change and severe weather patterns, stormwater management, flood management, and pollutions prevention are becoming increasingly important. Consequently, this Strategic Plan focuses on the future, providing the Stormwater Section's staff an opportunity to communicate risks, recommended actions and investments, and identify opportunities within a 5-year planning horizon. Specific objectives include:

- Provide a substantive and easy to read overview of flooding and pollution prevention issues
- Identify the major challenges, risks, and recommended actions and investments
- Increase confidence among the Flagstaff City Council and the community that the Stormwater Section is appropriately mitigating the risks of flooding and the environmental damage caused by stormwater pollution
- Establish a basis for future community dialogue on specific stormwater and pollution prevention issues
- Ensure that Strategic Objectives are aligned with Stormwater Section's values, standards, City Counc goals, and the appropriate elements of Flagstaff's Climate Change Action and Adaptation Plan
- Provide the basis for estimating the financial implications of stormwater management

Stormwater Strategic Plan

ELEMENTS OF THE STRATEGIC PLAN

Strategic Foundation
Defines the Stormwater Section's fundamental responsibilities. The Behavioral Values are appropriately the same as those noted in the Water Services Division 2025 Strategic Plan.

Business Values
Specific commitments to provide compelling value, for example flood protection and pollution prevention. They establish a consistent framework for developing more detailed standards, identifying issues, assessing risks, implementing solutions, and communicating in a meaningful way.

Stormwater Basics and Major Challenges
Things people should know about stormwater in Flagstaff, including basic concepts and an overview of the most significant risks facing the community.

Standards
Rules, levels of quality, or achievements that are considered acceptable or desirable. The Section's standards drive its activities, decisions, proposed investments and are the basis for transparent operations. Some of these standards are legal or regulatory, for example FEMA and Arizona regulations, or following Low Impact Development (LID) and best management practices (BMPs). Other standards are developed internally and in collaboration with the City Council, city management, and the community.

Strategic Objectives – The Strategic Objectives outlined in this plan describe significant challenges, opportunities, and recommended actions or investments relevant to the planning horizon. They do not address tasks that are part of normal operations, nor do they reflect final policy decisions or indicate that there is approved funding for a given action or investment.

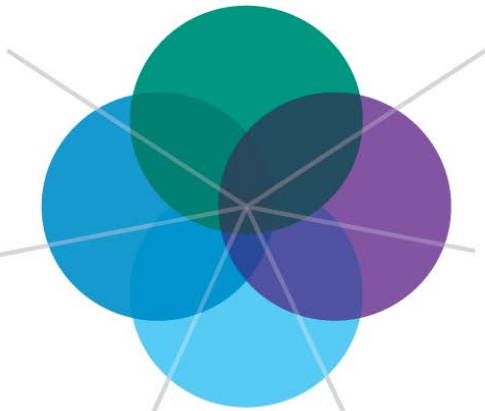
STRATEGIC FOUNDATION

MISSION

To professionally and cost effectively minimize the flood damage and pollution from stormwater events.

BEHAVIORAL VALUES

We are guided in our daily decisions and activities by these values:



INTEGRITY
We are transparent, honest, and ethical in all our communications and our actions

LEADERSHIP
We are proactive in protecting the interests of our staff, customers, and community

RESPECT
We thoughtfully consider each other's differences and opinions

COLLABORATION
We listen and openly share our ideas to achieve better decisions and outcomes

COMMITMENT
We strive to meet high standards of service and reliability

RESPONSIBILITY
We are accountable for our behaviors, actions, and use of public resources.



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BUSINESS VALUES

Business Values describe the Section's commitments to provide compelling value to the residents and businesses it serves. These Business Values establish a consistent framework for developing more detailed standards, identifying issues, assessing risks, and evaluating and implementing solutions. The Section's Business Values are the same as the Water Services Division, with the exception that they focus on flood protection and pollution prevention instead of reliable water supplies and water service.

- Sound Planning and Appropriate Investment
- Flood Protection and Pollution Prevention
- Protecting Public Health and the Environment
- Exceptional Customer Service
- Sound Financial Management, Increasing Efficiency
- Transparency and Community Engagement



STORMWATER **BASICS**

The Stormwater Section - The City of Flagstaff Stormwater Section is part of the Water Services Division and has been established to regulate, operate, protect, maintain, and enhance the stormwater drainage systems in the City. Although it's part of the Water Services Division, it has all the functions, complexity, and responsibilities of a separate utility. It administers the Stormwater Management Program and performs studies and analyses as required, prepares capital improvement plans, performs routine maintenance and repair of stormwater assets, obtains federal and state permits, communicates with businesses, residents, and developers, and acquires lands, easements, and rights-of-ways to perform its duties.

	2003	2005	2007	2009	2012	2018	2019	2021	2022
News:	Stormwater Section Created	First Rate Change and credit manual	Master Planning	ALERT network, LID Ordinance	FWPP	Rio De Flag Flood Control Project	Museum Fire, Climate Action Plan, Rio de Flag Project	Spruce Wash flooding	Pipeline Fire
Rate ($/ERU month	$ 0.53	$ 0.93	$ 1.02	$ 1.22	$ 1.30	$ 2.24	$ 3.74	$ 3.74	$ 3.74
Responsibilities:	FEMA Floodplain Management Development review, Construction Inspections, Maintenance funding Water quality & MS4	Capital Improvement Drainage Investigation	NEAMDS Study	ALERT gauges LID ordinance	Regional Watershed Management	Rio De Flag Flood Control Project	Climate change planning Post-fire flood response Maintenance operations Asset Management/GIS Rio de Flag Project	Regional Flood Management	Individual Direct Assistance Detention Basin Maintenance

Strategic Objectives



SUMMARY OF STRATEGIC OBJECTIVES:

1. Respond to Wildfire Flooding Risks and Events
2. Clarify Climate Change Characteristics and Overall Stormwater Challenges
3. Maximize/Optimize Stormwater System Maintenance
4. Clarify Services Levels and Enhance Customer Service
5. Increase Support for Floodproofing of Individual Structures
6. Enhance CIP Process and Update CIP Priorities
7. Enhance Development Review Process and Developer Support
8. Improve Communications and Collaboration
9. Address Stormwater Section Human Resource Needs



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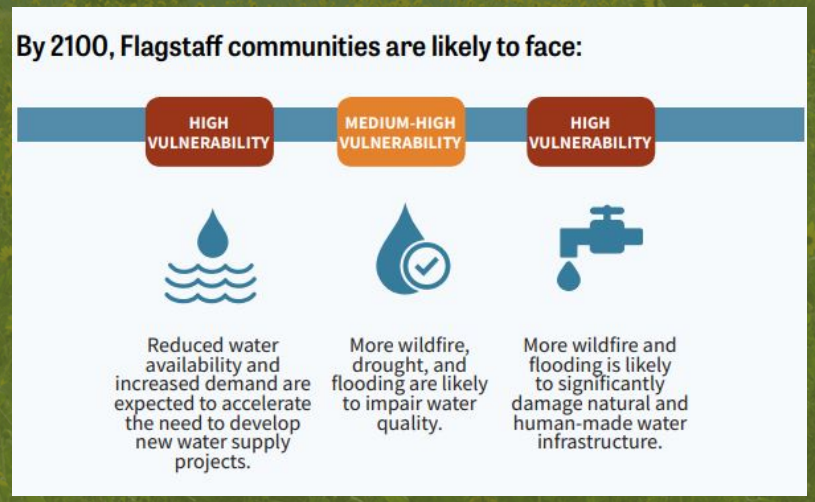
Relevant Standards	• Protect public health, safety, and the local environment • Ensure that provisions to manage stormwater are resilient to climate change
Background	Flagstaff is surrounded by a forest, and unfortunately forests are periodically burned by wildfires. Wildfires not only burn down trees, but change the characteristics of the soil, specifically the ability for water to infiltrate into the soil. In fact, the biggest contributor to flooding after a wildfire is the changes in soil characteristics. This can increase peak stormwater flow by as much as 10 times that of non-burned areas.
Challenge/ Opportunity	• Climate change not only increases the risk of wildfires but also more intense monsoons and precipitation events, both of which Flagstaff is already experiencing. • In the last 12 years, Flagstaff has experienced 3 significant wildfires, (Schultz, Museum, and Pipeline) occurring in 2010, 2019, and 2022 respectively. Prior to these fires, the last significant fire impacting the City was the 1977 Radio Fire. Consistent with climate change models, this suggests that the frequency of wildfires is increasing. • It takes decades for a burned area to recover, some studies showing 80 years or more. In fact, the most recent fires around have re-burned areas that were still recovering from the Radio and Schultz Fires. • There are no practical ways to amend large areas of burned forest soils to speed recovery. • Since the frequency of wildfires is likely increasing, and recovery is very slow, in 10 years the burned area around Flagstaff could be significantly larger than it is today. So, the cumulative risk of flooding due to climate change (more intense storms and more burn area) will also increase with time. • More flooding in burned areas will require new stormwater assets, including culverts, channels, and detention/retention basins. This new infrastructure will also require ongoing maintenance. • Flagstaff is surrounded by federal lands, so efforts to reduce wildfire risks with preventative forestry practices must be coordinated through the appropriate authorities.
	• Analyze new burned area flooding risks and build preventative measures before flooding occurs. • Train staff in Incident Command System (ICS) and Incident Management Team (IMT) processes to integrate with City and County Emergency Management services. • Assess wildfire trends and develop CIP plan and staffing requirements associated with building and maintaining new stormwater infrastructure specific to addressing wildfire related flooding. • Conduct incident command system training for Stormwater Section staff • Create an IGA with the Flood Control District to determine roles and responsibilities



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Relevant Standards	• Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low. • Ensure that provisions to manage stormwater are resilient to climate change
Background	Stormwater system performance and damage due to flooding are impacted by the severity and timing of precipitation events and the impacts of wildfires. These events produce stormwater flow rates that can either be handled by current stormwater infrastructure, or be overwhelmed, causing flooding and damage. The issue is not necessarily the overall severity of the storm, but the precipitation intensity on a given area in given period of time (the precipitation footprint).
Challenge/ Opportunity	Flagstaff is facing the following challenges related to climate change and increasingly severe weather. • Climate change is accelerating, which translates into accelerating uncertainty related to future weather patterns, especially in a given region, area, or neighborhood. • It no longer makes sense to characterize storms as 100-year or 1000-year events when these events are occurring every few years, or several times in a single year. With accelerating climate change, weather pattens from even 10 years ago are no longer a reliable indicator of future events. • A drying trend that increases the risk of wildfires, higher flooding risks due to intense monsoons, more rain-on-snow events, and large storms with wet snow are all consistent with climate change modeling and recent experience. These events will continue, and likely be more severe, in the future. • If recent record monsoons had occurred in older or more vulnerable neighborhoods, the damages could be catastrophic and endanger lives.
Specific Responses	• Consider recent weather events and trends, general climate change modeling, and consult with climate experts on Flagstaff's weather to create a clearer picture of the weather events that should be considered in Flagstaff's stormwater planning. • Translate weather events into precipitation footprints. Express these footprints in terms of amount of water, area, time, and resulting flow rates. • Consider adding a climate change acceleration factor to recent storms, weather conditions, and even wildfire frequency to account for changes likely to occur over the next 10 years. • Produce a substantive and easy to read brief that clarifies weather patterns, including information on precipitation footprints, spatial trends, and plans to improve this information over time. • Enhance the rain and flow gauge network and the emphasis on hydrology in the Stormwater Section. This will create a stronger foundation for understanding stormwater footprints, flows, spatial trends, and for improving emergency alerts to first responders and residents. • Use the increased clarity on weather events to continue optimizing system maintenance and Capital Improvement (CIP) projects and priorities. • Consider the appointment of a dedicated hydrologist for the stormwater section • Conduct modeling of various climate change and land use change scenarios to determine the range of stormwater system capital investment needed to meet future challenges



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Relevant Standards	• Protect public health, safety, and the local environment • Ensure that provisions to manage stormwater are resilient to climate change • Minimize the number of flooding or drainage complaints caused by maintenance problems
Background	For the stormwater system to function at its capacity, it must be well maintained. This means ensuring that the system is clear of debris and that assets are in good condition (not crumbling or past their useful life).
Challenge/ Opportunity	Consistent with climate change models, the intensity of rainstorms in Flagstaff has been increasing. • Flagstaff has experienced "100-Year" storms in 2014, 2016, 2018, and a "1000-Year" storm in 2018. Storms that were considered very unlikely may now be the norm. • Given increasing flooding risks and frequency of flooding, maintenance is critical. Approximately 80% of drainage complaints are related to maintenance issues. • System maintenance is becoming increasingly more difficult with repetitive flood events, debris flows, and sediment flows from wildfires. • Maintenance conditions can change rapidly. A cleared grate can become blocked again the next day. • Until recently, the stormwater system was not fully defined or documented, which made it difficult to perform proactive maintenance. • Assessing asset conditions on closed systems and culverts is difficult. These types of assets have not been completely characterized. • Many stormwater assets are privately owned and maintained. The performance of these assets is important for protecting neighbors and overall performance of the system. • If the system is not appropriately maintained, it's more difficult to evaluate design issues and capacity. • Emergency response demands the time and resources of the Stormwater staff, making it more difficult to accomplish annual system maintenance and improvements
Specific Responses	Appropriate maintenance based on clearly defined standards is the foundation for effective stormwater management. Given the risks associated with climate change and Flagstaff having an under-sized system in many areas, the Stormwater section should adopt a highly proactive approach to maintenance. • Complete the definition of the stormwater system, including assessing the condition of all significant underground stormwater assets. • Categorize drainage complaints or flooding events as either maintenance or design related and use these data to refine maintenance standards and activities. • Develop or refine current standards that define optimum system maintenance, clearly specifying the balance between proactive and reactive maintenance. • Establish clear response times to maintenance related drainage complaints. • Update the maintenance workplan to meet updated standards, making sure to address seasonal considerations in maintenance scheduling and level of effort. • Produce annual maintenance report for the stormwater system that addresses performance to standards, identifies new or refined standards, and outlines changes to maintenance activities.



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Relevant Standards	• Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low • Ensure that provisions to manage stormwater are resilient to climate change • Provide flood proofing technical and financial support for at-risk properties • Provide exceptional customer service based on clearly defined standards • Respond to drainage complaints withing 24 hours
Background	Stormwater fees for a property are based on the amount of impervious surface (roofs, driveways, parking lots etc. because this increases runoff and flooding risks. Fees are used to fund the activities of Flagstaff's Stormwater Section, which has been established to regulate, operate, protect, maintain, and enhance the stormwater drainage systems in the City. Collecting fees requires that the Stormwater Section define the value that these fees produce in terms of standards and service levels. Also, the Stormwater Section interacts with residents at a grass roots level, so customer service standards need to be clear.
Challenge/ Opportunity	• The Stormwater Section is clearly responsible for stormwater maintenance and CIP efforts, but it's less clear what stormwater fees actually cover with respect to resolving flooding problems in specific neighborhoods, specific properties, and the timeframe in which issues will be addressed. • Recently, the Stormwater Section has been given new flood response responsibilities previously handled by the County, signaling a pivot to both regional and urban flood control roles. • Lack of clarity about stormwater service levels translates into lack of clarity about liability. • Up to 40% of the properties in Flagstaff are susceptible to flooding simply due to the historic periods in which they were constructed. For example, homes and other buildings built below street level or built before the year 2000 do not meet present-day standards for protecting against inundation. Given the increasing storm intensities caused by climate change, their susceptibility to flooding will only get worse with time. • Service levels must define whether flooding issues and risks will be addressed with system level solutions, including timeframes, or individual structure flood proofing support. • The impacts of a wildfire can cause a 10-fold increase in stormwater flows, for example 1.5" of rain per hour causing a 100-year flow. Services levels related to flooding risks from wildfires are unclear. Sandbags and modular barriers are not acceptable long-term solutions. • Often, addressing whether the City is responsible for resolving a stormwater issue for a specific customer has boiled down to assessing whether the City did something, or allowed something to occur, that caused the problem. • Stormwater staff often address issues that are not the responsibility of the Stormwater Section.
Specific Responses	• Develop more detailed standards related to service levels for maintaining and enhancing system assets and risk mitigation for individual properties and customers. • Review Stormwater Section activities and ensure that these activities are within the scope of responsibilities for the Section. • Improve emergency response communications by improving the rain and flow gauge system • Integrate the Stormwater Section with City and County Emergency Management in relevant flood standards, planning, and external funding requests

STRATEGIC OBJECTIVE NO. 5:

INCREASE SUPPORT FOR FLOODPROOFING OF INDIVIDUAL STRUCTURES



Relevant Standards	• Ensure that the risks of flooding, or damage due to flooding, are low. • Evaluate flood proofing technical and financial support for properties at high risk
Background	There are two basic ways to minimize damage caused by a severe stormwater event. The first is to ensure that the local and city-wide drainage infrastructure has the capacity to ensure that flooding of homes or buildings does not occur. The second is to install flood proofing measures in individual properties to minimize damage during a flood, and/or restrict the flooding to outdoor areas.
Challenge/ Opportunity	Since climate change impacts are accelerating, it will be a major challenge for the Stormwater Section to plan, secure approval, and construct projects in the near terms that will minimize flooding risks for all neighborhoods. Until this gap is resolved, some property owners and businesses will experience flooding and flood damage (especially during the next 10 years).
Specific Responses	• Based on risks and timing of CIP improvements, identify neighborhoods that remain at higher risk for flooding and should be implementing flood proofing provisions. • Work to develop a program and funding sources to provide technical and financial support for customers in areas of need and who wish to implement flood proofing measures. • Work with the Sustainability Division and Housing Division on an integrated floodproofing grant program.

STRATEGIC OBJECTIVE NO. 6:
ENHANCE CIP PROCESS AND UPDATE CIP PRIORITIES

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Relevant Standards

- Sound planning and appropriate investment in stormwater assets and management
- Protect public health, safety, and the local environment
- Ensure that the risks of flooding, or damage due to flooding, are low
- Maintain a quantitative and transparent process for identifying and prioritizing CIP projects
- Minimize the number of properties in FEMA floodplains
- Make compelling arguments for capital investments
- Stormwater projects must solve the whole problem, not just move it to another area

Background

The biggest stormwater risk for Flagstaff is the ability of neighborhoods and the stormwater system to withstand the extreme weather events and flows due to climate change and the increased hardscape caused by development. (An increase in hardscape requires detention/retention and LID to ensure that the lot mimics it's preconstruction hydrologic performance). The Stormwater Section must have a process for evaluating these risks and prioritizing improvements.

Challenge/ Opportunity

- Flagstaff's current stormwater control system and specific infrastructure in older neighborhoods is under-sized (as many as 40% neighborhoods) with respect to handling more intense storms with larger precipitation footprints and peak flows.
- Mitigating flooding in a neighborhood or area must ensure that these improvements do not move the problem to other areas. This typically increases the complexity, size, and cost of the project.
- Flooding risks for a given neighborhood or area are affected by its location, the Stormwater codes were in place at the time of construction, whether these codes were followed, and the Stormwater standards that were applied to infill development or redevelopment. Buildings and neighborhoods constructed before 2001 are typically most vulnerable to flooding.
- The Greenlaw neighborhood has experienced three 100-year storms in three years. In every case it experienced significant flooding because there is no access to underground stormwater assets and the neighborhood did not maintain its privately owned drainage conveyances.
- The process for developing CIP projects and the standards for setting priorities has been too qualitative and not very transparent. This leaves the door open for a reactive approach to setting project priorities, which typically results in less efficient capital allocation.
- There are no clearly defined standards for permanently addressing the flooding risks for areas affected by wildfires.



Specific Responses

- Increase Stormwater Section focus on assessing flooding risks for specific areas and neighborhoods, prioritizing of CIP projects, and on stormwater project management.
- Implement master planning and regional modeling to support CIP planning and prioritization.
- Develop transparent risk assessment and weighting factors for prioritizing capital improvements to local infrastructure and the public stormwater.
- Consider weather expectations, effects of wildfires, system characteristics, public safety, costs of property damage, and project costs in the CIP evaluation process.
- Develop a more comprehensive database related to flood damage locations, costs, and the conditions under which this damage occurred.
- Adopt an explicit structure for making compelling arguments for investing in staff, data systems, analysis capabilities, and infrastructure.
- Provide oversight on the Rio de Flag project to ensure that it maximizes local flood mitigation in downtown and other impacted areas.
- Transition Stormwater Section to be the Project Manager for all Stormwater Projects, including funding and management of Spot Stormwater Improvements.

STRATEGIC OBJECTIVE NO. 7:
ENHANCE DEVELOPMENT REVIEW PROCESS AND DEVELOPER SUPPORT

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Relevant Standards

- Ensure that the risks of flooding, or damage due to flooding, are low.
- Ensure that new development, infill development, and redevelopment do not increase or redirect peak stormwater flows
- Ensure that provisions to manage stormwater are resilient to climate change
- Ensure that new development does not cause a cumulative increase in flooding risks
- Ensure that soil for new development is properly stabilized during and after construction
- Support developers in implementing the most effective and cost-effective stormwater protections
- Be transparent related to development standards and the costs of code compliance
- Ensure that the City Council and city managers understand the cost/benefit analysis of stormwater codes and Best Management Practices (BMPs) related to development

Background

The immediate concern related to new development is that a neighbor will be flooded or have sediment dumped on their property due to development nearby. This can occur because the builder or contractor did not comply with Stormwater codes or BMPs, or that a storm was so intense that these provisions were inadequate. The longer-term and broader impacts of development are an increase in the total area of hardscape and increasing total flows to the stormwater system.

Challenge/ Opportunity

- The costs to implement flood prevention provisions for new development in Flagstaff are significant but typically less than other communities. However, relative development costs in Flagstaff are high, which puts pressure on flood control provisions and expenses.
- Increasing climate change impacts call into question whether infill and redevelopment standards should be based on more severe precipitation footprints.
- Current Stormwater regulations covering new development address peak flows and are designed to ensure that flooding of neighbors does not occur. But these regulations do not address total flow, which means that over time total flow and flooding risks are increasing. (An increase in impervious surfaces requires detention/retention and LID to ensure that the lot mimics it's preconstruction hydrologic performance in its post-construction state.)
- Cost for basic soil stabilization during construction and for a newly developed sites are relatively low, yet a few contractors still resist implementing these provisions. This is challenging because contractors argue that they aren't being paid for landscaping. The City still requires that BMPs be installed to prevent off lot erosion and sedimentation.
- 90% of contractors are very cooperative in terms of implementing stormwater provisions. Yet, complaints by a few contractors to city council and city management skew perceptions about the efficacy of codes and BMP's and the collaborative approach of the Stormwater Section.
- City Council members and city management could be better informed about basic Stormwater principles, standards, and the relative cost of meeting regulations and implementing BMP's.

Specific Responses

- Produce a substantive yet brief report on compliance with development codes, including the key issues and ramifications of non-compliance.
- Identify compelling changes to development codes that would address the increase in flood risks over time due to climate change and the increasing amount of hardscape.
- Clarify the link between the cost of a drainage report and eventual construction costs, helping developers optimize compliance and flood control benefits with costs.
- Clarify the process for managing disputes with developers and ensure that this process is approved by the City Manager and the City Council.
- Using this strategic plan as the context, conduct a workshop with Council and city management covering basic stormwater management principles, development standards and BMPs, and the costs and benefits of implementing various stormwater provisions.





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Relevant Standards	• Build a strong reputation, maintaining trust and support from the community • Provide exceptional customer service based on clearly defined standards • Encourage meaningful public participation in stormwater issues and policy making • Make it easy for people to be substantively informed about critical stormwater issues in Flagstaff
Background	The Stormwater Section is charged with maintaining flood protection and pollution prevention. Both of these require appropriate investment in resources and infrastructure. Securing this investment requires that the Section be trusted related to its operations, planning, and investment proposals. The ability of city council members, city management, and public to understand Stormwater Section performance, maintenance, and capital improvement needs depends on their understanding of stormwater principles and issues. This requires strong communications by the Stormwater Section.
Challenge/ Opportunity	• As technical organizations, many utilities struggle with defining the most effective and efficient way to communicate with policy makers, employees, and the community. • Shared information is often too technical and without sufficient context, and communication activities are often not tied to specific standards or outcomes. • Other city departments know little about stormwater management and activities. • It's likely that council members and city management are not adequately informed about stormwater basics, key issues, and mitigation priorities. • The Stormwater Section is now a utility, and this involves interacting with other departments in the City as well as businesses, developers, and residents. Communication protocols need to be improved, especially when communicating with the city manager or city attorneys.
Specific Responses	• Develop a stormwater strategic plan to clarity stormwater issues, challenges, and opportunities and use plan as the context for communications with the council and city management • Build stronger relationships with policy makers, the water commission, and other influencers in the City. Ensure that these key audiences are substantively informed about stormwater issues. • Carefully review all communications leaving the section, including establishing and adhering to specific communication standards and protocols. • Recognize that support for investing in activities, staff, and CIP is tied to the quality of communications. A compelling case for investment is typically approved. • Adopt a clear structure for making compelling investment proposals that includes background information, the relevant standards, the problem or opportunity, the proposed solution, timing considerations, costs, and the ramifications of failing to act. • Define and communicate the major stormwater areas (drainages) to facilitate communications about stormwater basics, issues, risks, and needed investment. • Conduct a Stormwater Summit with key stakeholders.



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Relevant Standards	• Sound planning and appropriate investment in stormwater management and assets • Protect public health, safety, and the local environment • Ensure that the risks of flooding, or damage due to flooding, are low. • Ensure that provisions to manage stormwater are resilient to climate change • Maintain adequate staffing for Stormwater Section
Background	The Stormwater Section operates as a fully functioning utility. It must ensure the reliability of stormwater infrastructure in the face of climate change, assess flooding and pollution risks, respond to floods, plan and secure investment for needed capital investments, and routinely interact with customers and developers. All of these efforts require adequate staffing and human resources.
Challenge/ Opportunity	• The Stormwater Section has many strategic and operational issues to address, as outlined in this plan. However, for the most part current staffing levels (five full time professional employees and two field staff) allow for only reacting to current problems and flooding crises. • The Section has only two part time maintenance workers that are shared with and managed by the Sewer Collections department. This is not sufficient to provide needed maintenance today and the increasing maintenance as time passes. Also, there is insufficient staff to utilize current stormwater maintenance equipment. • The support for new development is at minimum levels, only allowing for inspections of commercial properties. Single family home inspections cannot be supported beyond ADUs/ garages being inspected at the footing phase and at building final inspection in order to minimize potential for erosion and sedimentation after the project is completed. • As new infrastructure needs increase, the need for capital project management increases • Recently, the Stormwater Section has taken on new responsibilities that were previously being performed by the County. This has further stretched Section resources.
Specific Responses	• Complete comprehensive staffing analysis to identify all staffing needs • Provide for 2-4 dedicated staff members to perform stormwater system maintenance • Bring CIP project management inside the Stormwater Section, adding two project managers.

Discussion and Questions

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12. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Edward Schenk, Water Services Manager - Stormwater
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-14: A resolution of the City Council of the City of Flagstaff adopting the revised 2023 Stormwater Credit Manual for the City of Flagstaff

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-14 by title only for the final time
2) City Clerk reads Resolution No. 2023-14 by title only (if approved above)
3) Adopt Resolution No. 2023-14

Executive Summary:

The most recent Stormwater Credit Manual was instituted in late 2022 under Resolution 2022-54. That edition of the Credit Manual replaced a 2015 version that needed clarification and areas that required updates.

A review of the current Stormwater Credit Manual was completed after complaints from rural portions of the City about the number of Equivalent Rate Units (ERUs) being assigned to their properties due to extensive gravel driveways/access roads. Some of these roads are required due to floodplain/floodway designations, dust abatement, or other development setbacks that may be viewed as burdensome to landowners. A Stormwater review of many of these properties show that the runoff potential from such access roads is negligible due to the amount of undeveloped land bordering such access roads. A revision to the Credit Manual to reflect the non-contributing impervious surface of the mandatory access roads in a rural setting is recommended by the Stormwater Section to provide an overall solution and clarification to the Stormwater Utility billing. The intent of this agenda item is to provide Council with the opportunity to adopt the 2023 Stormwater Credit Manual with this revision.

Financial Impact:

There are no direct costs of implementing a revision of the Stormwater Credit Manual. Indirect impacts to the financial inflow to the Stormwater Utility are through credits to individual accounts, usually in the 10% credit range. Staff does not recommend a large indirect financial impact because of previous to the original 2006 Stormwater Credit Manual. Staff does not expect a large change in applications for credits as there are only a small number of accounts that may be impacted by this proposed revision.

Policy Impact:

The most recent Stormwater Credit Manual went into effect in 2022. It is a revised version of the original Stormwater Credit Manual of 2006 and was intended to provide incentives to businesses and property owners to "go above and beyond" in their private stormwater infrastructure. A summary of the proposed changes to the 2022 manual are below and are also in the attached draft updated Stormwater Credit Manual. If the draft document is acceptable to City Council it will be formalized for approval by Council in the Resolution included in this staff summary packet.

The following is an addendum to the commercial, industrial, multi-family, or members of homeowner's associations AND to residential development for credits based on non-paved access drives with substantial rural non-developed adjacent land use. The purpose of this addendum is to reflect the negligible
contribution of unpaved access drives to stormwater runoff where there is considerable undisturbed native land adjacent to the access drive. This is consistent with the Natural Resources Conservation Service's (NRCS) unconnected impervious area composite curve number adjustment, used in drainage design in parts of the USA.

Residential, or commercial properties [inclusive of commercial, industrial, multi-family, or members of a Home Owners Assocaition (HOA)] that have a long access drive otherwise surrounded by undeveloped land may apply for a Stormwater credit due to the negligible impact of the access drive on storm runoff.

1. **CREDITS FOR COMMERCIAL, INDUSTRIAL, MULTI-FAMILY OR MEMBERS (ON-LOT) OF HOMEOWNER'S ASSOCIATIONS.** These credits do not apply to single family or duplex units.

D. **Unpaved access road credit**

A 90% discount will be given for the impervious surface calculation of the access road (only) if the access road is composed of cinders, gravel, or dirt and the landowner can demonstrate that there is three times as much contiguous undeveloped land adjacent to the access road. The landowner must attest to maintain a ratio of at least 3:1 undeveloped contiguous adjacent land to access road impervious surface.

A record of this attestation and credit decision will be kept by the Stormwater Program, if new development occurs near the access road that drops the ratio below 3:1 the discount may be rescinded.

2. **CREDIT FOR RESIDENTIAL DEVELOPMENT**

B. **Unpaved access road credit**

A 90% discount will be given for the impervious surface calculation of the access road (only) if the access road is composed of cinders, gravel, or dirt and the landowner can demonstrate that there is three times as much contiguous undeveloped land adjacent to the access road. The landowner must attest to maintain a ratio of at least 3:1 undeveloped contiguous adjacent land to access road impervious surface.

A record of this attestation and credit decision will be kept by the Stormwater Program, if new development occurs near the access road that drops the ratio below 3:1 the discount may be rescinded.

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

Priority Based Budget Key Community Priorities and Objectives

High performance governance: Serve the public by providing high quality internal and external customer service (SP)1.2/ 3.2/ (RP)ED.1

Safe & Healthy Community: Foster a safe, secure, and healthy community (SP)3.4/ 4.1/ (RP)PF.1/ PF.3

Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system (SP)3.2/ (RP)PF.2/ E.1-2/ WR.1-6/ LU.7-8/ CD.1/ T.4-6/ REC.1

Environmental Stewardship: Implement sustainable building practices and alternative energy and transportation options (RP)E&C.6/ E.1-2/ WR.3/ PF.2/ REC.1/ LU.5/ LU.10/ LU.13-14/ LU.18/ T.3-7/ E&C.2

Carbon Neutrality Plan

Community resilience, CR-1 and CR-2

Regional Plan

Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

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

Has There Been Previous Council Decision on This:

Yes, the previous Stormwater Credit Manual was adopted via Resolution No. 2015-17 which revised the original 2006 Stormwater Credit Manual; and again via Resolution No. 2022-54 with additional revisions.

Options and Alternatives:

Alternative: do not adopt a revision of the Stormwater Credit Manual and continue with the current 2022 Stormwater Credit Manual.

Background/History:

The original credit manual was created in 2006 and revised in 2015, and again in late 2022. The intent of a Stormwater Credit Manual is to incentivize private development and improvements that go beyond current standards. The proposed revision is intended to provide a discount to rural accounts that are charged a large number of ERUs for their mandatory (due to development restrictions, dust abatement, etc) unpaved access roads. These unpaved roads do not materially contribute to stormwater runoff or degradation to stormwater water quality, as defined by the NRCS composite curve number determination for urban-undeveloped hybrid space.

Key Considerations:

The most recent Stormwater Credit Manual went into effect in 2022. It is a revised version of the original Stormwater Credit Manual of 2006 and was intended to provide incentives to businesses and property owners to "go above and beyond" in their private stormwater infrastructure. A summary of the proposed changes are below and are also in the attached draft updated Stormwater Credit Manual. If the draft document is accepted by Council it will be adopted in the Resolution in this staff summary packet.

The following is an addendum to the commercial, industrial, multi-family, or members of homeowner's associations AND to residential development for credits based on non-paved access drives with

substantial rural non-developed adjacent land use. The purpose of this addendum is to reflect the negligible contribution of unpaved access drives to stormwater runoff where there is considerable undisturbed native land adjacent to the access drive. This is consistent with the NRCS unconnected impervious area composite curve number adjustment, used in drainage design in parts of the USA.

Residential, or commercial properties (inclusive of commercial, industrial, multi-family, or members of an HOA), that have a long access drive otherwise surrounded by undeveloped land may apply for a Stormwater credit due to the negligible impact of the access drive on storm runoff.

1. **CREDITS FOR COMMERCIAL, INDUSTRIAL, MULTI-FAMILY OR MEMBERS (ON-LOT) OF HOMEOWNERS' ASSOCIATIONS.** These credits do not apply to single family or duplex units.

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A record of this attestation and credit decision will be kept by the Stormwater Program, if new development occurs near the access road that drops the ratio below 3:1 the discount may be rescinded.

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A record of this attestation and credit decision will be kept by the Stormwater Program, if new development occurs near the access road that drops the ratio below 3:1 the discount may be rescinded.

Community Benefits and Considerations:

The benefit of revising the Credit Manual is providing options for reducing the community's Stormwater utility rate through incentivizing activities that reduce flood risks at a local level.

Community Involvement:

The last revision to the Stormwater Credit Manual was brought to Water Commission in August and September of 2022 and to City Council for discussion on November 1st, 2022, it was adopted on November 15th, 2022.

Attachments: Res. 2023-14

Draft Credit Manual
Current Resolution
Presentation

RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ADOPTING THE *2023 REVISED STORMWATER CREDIT MANUAL* FOR THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, on March 18, 2003, the City of Flagstaff ("City") enacted the Stormwater Management Utility regulations as Division 12-02-001 of the City Code ("Stormwater Regulations"), thereby establishing the Stormwater Management Utility and, among other matters, establishing the Stormwater Management Utility Service Charge ("Service Charge"); and

WHEREAS, Section 12-02-001-0001 of the Stormwater Regulations recognizes that credits are an appropriate means of adjusting fees, rentals, charges, fines and penalties; and

WHEREAS, Section 12-02-001-0008(c) of the Stormwater Regulations requires the provision of credits against Service Charges and/or other methods of funding stormwater management; and

WHEREAS, on November 2, 2004 the City Council adopted Ordinance No. 2004-22, which established and Interim Stormwater Utility Credit Manual ("Interim Credit Manual") as authorized by Section 12-02-001-0001 and 10-02-001-0008(c) of the Stormwater Regulations; and

WHEREAS, on July 18, 2006 the City Council adopted Ordinance No. 2006-17 to increase Service Charges and adopt a revised Interim Credit Manual under the Stormwater Regulations with a new fee structure which was implemented incrementally; and

WHEREAS, on June 2, 2015 the City Council adopted Ordinance No. 2015-07 to adjust Service Charges and also adopted Resolution No. 2015-17 setting forth the updated 2015 Revised Stormwater Utility Credit Manual under the Stormwater Regulations; and

WHEREAS, on November 15, 2022 the City Council adopted Resolution No. 2022-54 to update the 2023 Stormwater Utility Credit Manual under the Stormwater Regulations; and

WHEREAS, the Stormwater Division has again prepared and proposes that the Council adopt a newly revised and updated Stormwater Credit Manual; and

WHEREAS, having read and considered the Staff Summary Report submitted in support of this Resolution, the Council finds that adoption of the new 2023 Revised Stormwater Credit Manual by resolution is in the best interests of the citizens of the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The 2023 *Revised Stormwater Credit Manual* attached hereto and hereby incorporated herein is hereby adopted.

SECTION 2. The Water Services Division and the City Clerk are authorized and directed to edit and correct clerical errors or typographical and/or grammatical errors of wording and punctuation.

SECTION 3. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of May, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A – 2023 Revised Stormwater Credit Manual

CITY OF FLAGSTAFF STORMWATER UTILITY CREDIT MANUAL



City of Flagstaff
Stormwater Management Section
2323 North Walgreens Street
Flagstaff, Arizona 86004

March 2023

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FLAGSTAFF WATER SERVICES

WATER SERVICES DIVISION

Stormwater Management

Stormwater Credit Manual

The Stormwater credit manual is intended to provide utility account holders an option for utility rate discounts based on stormwater quantity and quality best management practices. The original credit manual was instituted in 2005 with routine revisions through time. The last revision was in 2022 with the addition of a floodproofing credit and a change to the conservation easement requirement (a reduction in needed acreage) and to detention basin design requirements. This 2023 version creates a new credit for both commercial and residential accounts for unpaved access drives (driveways) that are otherwise surrounded by undeveloped land. The following is an addendum to the commercial, industrial, multi-family, or members of homeowner's associations AND to residential development for credits based on non-paved access drives with substantial rural non-developed adjacent land use. The purpose of this addition is to reflect the non-contribution of unpaved access drives to stormwater runoff where there is considerable undisturbed native land adjacent to the access drive. This is consistent with NRCS' unconnected impervious area composite curve number adjustment, used in drainage design in parts of the USA.

The Credit Manual is provided in two sections, the first section provides details of each potential discount while the second section is the application for discounts. The application should be submitted to Customer Service at the City Hall front counter or emailed to the Stormwater Section (please see the City website for the most up-to-date email contacts).

WATER SERVICES DIVISION

Stormwater Management

Determination of Stormwater Credit Amounts

2023 Version

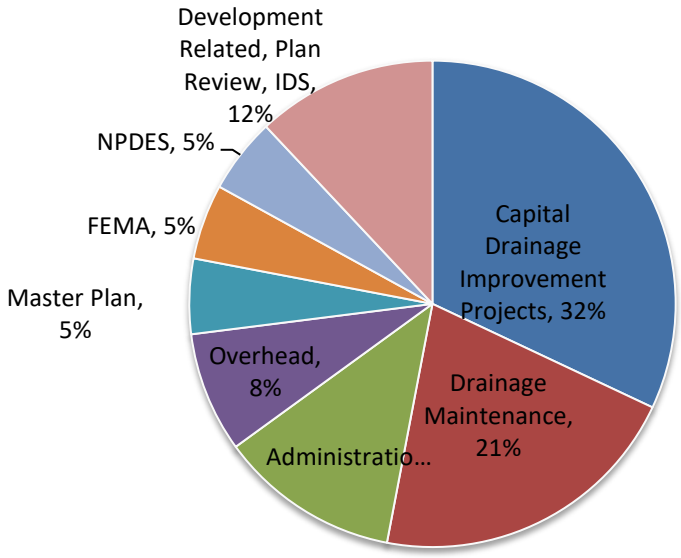
The following is a general description of how the Stormwater Section determines appropriate credits for the Stormwater Utility Fee. The credit is based on stormwater quantity and quality issues as discussed below. Credits listed are per bill and applicable until deemed not in compliance by City staff or until there is a change in account holder.

City Stormwater Program Elements

An assessment of the City's Stormwater Management Activities is necessary to determine appropriate credits. The Program has two overall functional areas, Stormwater Quantity and Stormwater Quality. These include many sub-categories:. Stormwater Quantity is the larger of the two and includes the following:

- Regulatory Compliance: FEMA Regulations, ADWR Regulations, City Floodplain Regulations, Floodplain Permits, CRS, NFIP
- Civil Plan Review and Drainage Report Review
- Capital Drainage Improvement Program
- Masterplan activities
- Drainage Maintenance

Stormwater Quality activities include AZPDES Compliance Activities and Low Impact Development projects.



Stormwater Activities Budget breakdown activities

The effectiveness of the stormwater quantity mitigation determines the credit amount you can receive:

1. **<u>CREDITS FOR COMMERCIAL, INDUSTRIAL, MULTI-FAMILY OR MEMBERS (ON-LOT) OF HOMEOWNERS' ASSOCIATIONS.</u>** These credits do not apply to single family or duplex units.

   A. Detention Basins

   Detention basins slow the rate of runoff to ensure that downstream properties are not adversely impacted by increased flow rates. Detention is directly related to capital improvements (controlling the need for upsizing), FEMA activities (flooding potential) and Master Planning (flood flow increases). Furthermore, detention can reduce flood flow rates by up to 50% when compared with pre-development flood flows.

   - Detention basins that exceed the current standard for attenuation of the 100-year storm receive a credit of up to 20%. Full credit is given to basins that attenuate a 500-year design storm or 3 inch rain event in 45 minutes if within a post-wildfire watershed.

   B. Low Impact Development (LID) and Active Rainwater Harvesting (non-residential)

   LID facilities or active rainwater harvesting systems designed to retain 1 inch of runoff have direct relationships with Capital Improvements, FEMA activities, NPDES and master planning. Also, LID or active rainwater harvesting retains 1 inch of stormwater as compared to the 100 year 24-hour storm volume of 4.5 inches.

   For LID or active rainwater harvesting mitigations constructed greater than the 1 inch level as required, the credit is 10%.

   C. Conservation Easements

   A Conservation Easement is defined as a no possessory interest of a holder in real property that, for conservation purposes as defined by A.R.S. 33-271(2), permanently protects that property from being developed or otherwise altered from its natural state in the future. A Conservation Easement operates like a deed restriction and is held by a governmental body empowered to hold an interest in real property, or by a charitable corporation or trustee of a charitable trust.

   To qualify for a stormwater credit, the Conservation Easement must protect a minimum of 2 contiguous acres. The effect of the undisturbed land on stormwater quality can only be measured qualitatively. The Conservation Easement must contain significant stormwater assets, such as regional watercourses to be eligible.

   The credit for the granting of a Conservation Easement is 10%.

D. Unpaved Access Road/Driveway Credit

A 90% discount will be given for the impervious surface calculation of the access road (only) if the access road is composed of cinders, gravel, or dirt and the landowner can demonstrate that there is three times as much contiguous undeveloped land adjacent to the access road. The landowner must attest to maintain a ratio of at least 3:1 undeveloped contiguous adjacent land to access road impervious surface.

A record of this attestation and credit decision will be kept by the Stormwater Program, if new development occurs near the access road that drops the ratio below 3:1 the discount may be rescinded.

2. CREDIT FOR RESIDENTIAL DEVELOPMENT

A. Water Harvesting for Residential Development

To receive credits, you must provide rain barrels of sufficient size on roof downspouts or other similar method(s) of collecting rainwater and use the rainwater for irrigation or consumption. Collection of rainwater reduces stormwater runoff volume and can result in improved water quality.

A typical rain barrel collects a small percentage of the total runoff from a typical roof section during the 100-year event. For a 20x20' roof section, 1000 gallons may be expected to run off.. The use of the roof water on vegetation as irrigation results in improvements to water quality. Harvesting also decreases demands on potable water use. A minimum collection of 300 gallons is required for a credit. The credit is only applicable until there is a change in account holder, a new customer will have to re-apply and may require a site visit to confirm water harvesting is still on-site.

Credit is 10%

B. Unpaved Access Road/Driveway Credit

A 90% discount will be given for the impervious surface calculation of the access road (only) if the access road is composed of cinders, gravel, or dirt and the landowner can demonstrate that there is three times as much contiguous undeveloped land adjacent to the access road. The landowner must attest to maintain a ratio of at least 3:1 undeveloped contiguous adjacent land to access road impervious surface.

A record of this attestation and credit decision will be kept by the Stormwater Program, if new development occurs near the access road that drops the ratio below 3:1 the discount may be rescinded.

3. CREDIT FOR NON-RESIDENTIAL PROPERTIES

Development and Implementation of a Structured Educational Program

A credit is provided for an institution or organization that develops and implements a Public Education Program for primary, secondary or college-level students on stormwater management and water quality issues. The program must be designed to meet the goals and requirements of public education and outreach as defined in 40 CFR Parts 9, 122, 123 and 124 and A.R.S. Title 49, Chapter 2, Article 3.1 and Arizona Administrative Code, Title 18, Chapter 9, Articles 9 and 10.

Public education is a vital component of the City's Stormwater Quality Program. A properly structured program promotes pollution prevention and strengthens the City's NPDES compliance activities. If an applicant proposes such a program, the City should assist in program development to ensure compliance with the above-cited requirements.

Credit is 20%. The credit will be provided so long as the Educational Program is active.

4. CREDIT FOR ALL PROPERTIES

Active and Passive Floodproofing of Primary Structures

A credit is provided to a property that can demonstrate either "wet" or "dry" floodproofing of the primary structure(s) on the property to the extent of a 100 year design storm or a 2 inch rain in 45 minutes if within a post-wildfire watershed. The land owner needs to show adequate evidence of floodproofing which may include an Elevation Certificate, professionally sealed as-built design, or professionally sealed memorandum or technical report from a Professional Engineer, Professional Architect, or Licensed Surveyor.

Credit is 10% and is provided as long as evidence of floodproofing is maintained and operational.

Procedure for Application of Credits:

Complete the attached Application Form and submit it to the Stormwater Division. Staff will review the application to assess completeness and partial credits, if any. If eligibility requirements are met, the Credit will become effective on the next utility bill. Credits may not be applied retroactively.

The Stormwater Division Staff may periodically inspect your activities to verify credits and that credited facilities are being properly maintained. If staff discovers a deficiency, we will send a letter to the applicant noting the deficiency and suspension of the credit. Credit(s) can be reinstated after we receive and verify that the deficiencies have been corrected. Credits applied before this version of the Credit Manual will be "grandfathered" and will not require a new application for credits.

City of Flagstaff, Stormwater Division

Application for Stormwater Utility Fee Credit

Dear Flagstaff Resident:

This is an application to the City of Flagstaff to reduce your Stormwater Utility Fee. If you have implemented Stormwater controls on your property, you might be eligible for a reduction in your current fee. Please check the appropriate box(es) and provide any necessary supporting documents requested with this application. An incomplete application will not be processed.

After the Stormwater Section reviews, verifies and approves your application the credit will become effective on your next utility bill. We will send a copy of the processed application to you for your records.

CREDITS:

1.A. **Stormwater Detention** (commercial, industrial, multi-family, and members of homeowners' associations):

___There is a detention basin on my property constructed that provides detention for a 500 year event or 3 inch rain in 45 minutes if within a post-wildfire watershed. The basin is presently functional and maintained as necessary (for a homeowners' association, please provide documentation that basins are inspected and maintained).

Credit is 20% or pro-rated if less than 500 year event but greater than current standards.

1.B. **Low Impact Development (LID) or Active Rainwater Harvesting** (commercial, industrial, multi-family or members of homeowners' associations)

___ My property has been constructed with city-approved LID or active rainwater harvesting that exceeds current minimum standards. The facilities are presently functional, and maintenance is performed as necessary (for homeowners' association, please provide documentation that facilities are inspected and maintained).

Credit is 10% Partial, prorated credits may be applied for varying amounts of LID/Active harvesting.

1.C. Conservation Easement

___I am applying for the Conservation Easement Credit and have attached a copy of the recorded Conservation Easement, recorded Holder Acceptance, and survey map with legal description of the easement. I acknowledge that the easement protects at least 2 contiguous acres. Note: The applicant is encouraged to have all the required documentation reviewed by City staff.

Credit is 10%

1.D. Unpaved Access Road Credit (Commercial, Industrial, Multi-Family, Member of HOA)

____I am applying for an unpaved access road credit and have attached photos demonstrating the unpaved surface of the access drive, a map of my parcel with access drive identified and contiguous adjacent area that meets or exceeds a 3:1 ratio of undeveloped area to unpaved access area.

Credit is 90% (for access road square footage only)

2.A. Residential Water Harvesting (individual residential only):

____I have installed rain barrels, of a minimum 300-gallon total capacity, on roof downspouts and utilize the stormwater for irrigation or other recycling purposes, or I have installed other types of catchments and reuse the stormwater for purposes of recycling. Attached is a sketch of my lot and house showing the locations and sizes of my rain barrels or catchments. Also attached is a description of the use of the stormwater.

Credit is 10%

2.B. Residential Unpaved Access Road Credit

____I am applying for an unpaved access road credit and have attached photos demonstrating the unpaved surface of the access drive, a map of my parcel with access drive identified and contiguous adjacent area that meets or exceeds a 3:1 ratio of undeveloped area to unpaved access area.

Credit is 90% (for access road square footage only)

3. Structured Educational Program (Public Education Program for primary, secondary and college-level students)

___My institution/organization is applying for the credit for the development and implementation of a Stormwater Education Program. I have developed the program in conjunction with City staff and the program meets the goals and requirements of appropriate State and Federal Codes.

Up to a 20% credit may be provided

4. Active or Passive Floodproofing

___ My property includes active or passive "wet" or "dry" floodproofing of the primary structure(s). I am including adequate evidence that the floodproofing meets a 100 year event, or 2 inch in 45 minutes rain event if within a post-wildfire watershed.

Credit is 10%

Name: _____

Site Address: _____

Mailing Address: _____

Telephone (wk/home): _____

Home Owner's Association Name and contact phone # (if applicable)

_____

By signing below, I attest that the above information is true and correct. I acknowledge and agree that the City of Flagstaff may inspect my property to verify that my stormwater credits are existing and functioning properly. I further agree that I will ensure that my stormwater facilities will be properly maintained. I understand that if my stormwater facilities are no longer in place, or are not functioning properly, my credit will be revoked. I also acknowledge that misrepresentation of the above information may constitute fraud and may be punishable by law.

Print Name Signature

You will be sent an executed copy of this form for your records.

For office use only

Received by:

_____

Application Verification:

_____

Date applied toward billing:

_____

Authorized signature:

_____

RESOLUTION NO. 2022-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ADOPTING THE *2023 REVISED STORMWATER CREDIT MANUAL* FOR THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, on March 18, 2003, the City of Flagstaff ("City") enacted the Stormwater Management Utility regulations as Division 12-02-001 of the City Code ("Stormwater Regulations"), thereby establishing the Stormwater Management Utility and, among other matters, establishing the Stormwater Management Utility Service Charge ("Service Charge"); and

WHEREAS, Section 12-02-001-0001 of the Stormwater Regulations recognizes that credits are an appropriate means of adjusting fees, rentals, charges, fines and penalties; and

WHEREAS, Section 12-02-001-0008(c) of the Stormwater Regulations requires the provision of credits against Service Charges and/or other methods of funding stormwater management; and

WHEREAS, on November 2, 2004 the City Council adopted Ordinance No. 2004-22, which established and Interim Stormwater Utility Credit Manual ("Interim Credit Manual") as authorized by Section 12-02-001-0001 and 10-02-001-0008(c) of the Stormwater Regulations; and

WHEREAS, on July 18, 2006 the City Council adopted Ordinance No. 2006-17 to increase Service Charges and adopt a revised Interim Credit Manual under the Stormwater Regulations with a new fee structure which was implemented incrementally; and

WHEREAS, on June 2, 2015 the City Council adopted Ordinance No. 2015-07 to adjust Service Charges and also adopted Resolution No. 2015-17 setting forth the updated 2015 Revised Stormwater Utility Credit Manual under the Stormwater Regulations; and

WHEREAS, the Stormwater Division has again prepared and proposes that the Council adopt a newly revised and updated Stormwater Credit Manual; and

WHEREAS, having read and considered the Staff Summary Report submitted in support of this Resolution, the Council finds that adoption of the 2023 Revised Stormwater Credit Manual by resolution is in the best interests of the citizens of the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The 2023 *Revised Stormwater Credit Manual* attached hereto and hereby incorporated herein is hereby adopted.

SECTION 2. The Water Services Division and the City Clerk are authorized and directed to edit and correct clerical errors or typographical and/or grammatical errors of wording and punctuation.

SECTION 3. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A – 2023 Revised Stormwater Credit Manual

WATER SERVICES DIVISION

Stormwater Management

Determination of Stormwater Credit Amounts

Prepared December 2014
Revised 2022

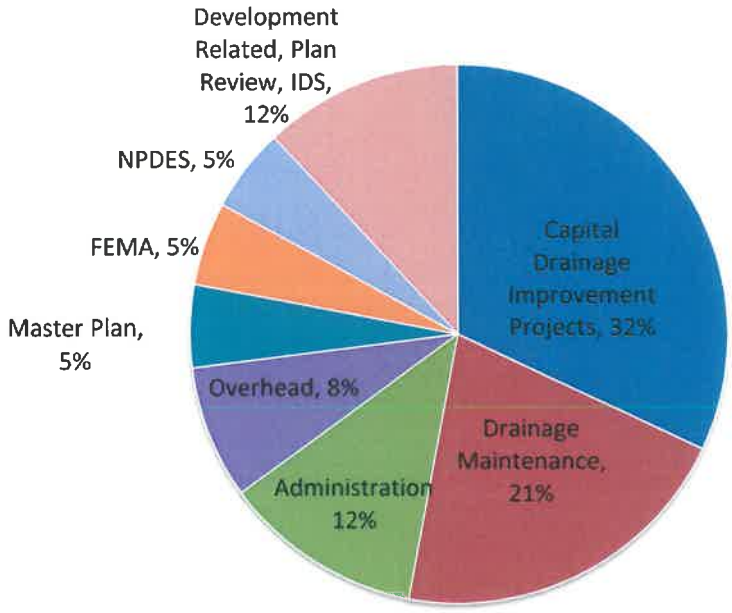
The following is a general description of how the Stormwater Section determines appropriate credits for the Stormwater Utility Fee. The credit is based on stormwater quantity and quality issues as discussed below. Credits listed are per bill and applicable until deemed not in compliance by City staff or until there is a change in account holder.

City Stormwater Program Elements

An assessment of the City's Stormwater Management Activities is necessary to determine appropriate credits. The Program has two overall functional areas, Stormwater Quantity and Stormwater Quality. These include many sub-categories:. Stormwater Quantity is the larger of the two and includes the following:

- Regulatory Compliance: FEMA Regulations, ADWR Regulations, City Floodplain Regulations, Floodplain Permits, CRS, NFIP
- Civil Plan Review and Drainage Report Review
- Capital Drainage Improvement Program
- Masterplan activities
- Drainage Maintenance

Stormwater Quality activities include AZPDES Compliance Activities and Low Impact Development projects.



Stormwater Activities Budget breakdown activities

The effectiveness of the stormwater quantity mitigation determines the credit amount you can receive:

1. **CREDITS FOR COMMERCIAL, INDUSTRIAL, MULTI-FAMILY OR MEMBERS (ON-LOT) OF HOMEOWNERS' ASSOCIATIONS.** These credits do not apply to single family or duplex units.

   A. Detention Basins

   Detention basins slow the rate of runoff to ensure that downstream properties are not adversely impacted by increased flow rates. Detention is directly related to capital improvements (controlling the need for upsizing), FEMA activities (flooding potential) and Master Planning (flood flow increases). Furthermore, detention can reduce flood flow rates by up to 50% when compared with pre-development flood flows.

   - Detention basins that exceed the current standard for attenuation of the 100-year storm receive a credit of up to 20%. Full credit is given to basins that attenuate a 500-year design storm or 3 inch rain event in 45 minutes if within a post-wildfire watershed.

   B. Low Impact Development (LID) and Active Rainwater Harvesting (non-residential)

   LID facilities or active rainwater harvesting systems designed to retain 1 inch of runoff have direct relationships with Capital Improvements, FEMA activities, NPDES and master planning. Also, LID or active rainwater harvesting retains 1 inch of stormwater as compared to the 100 year 24-hour storm volume of 4.5 inches.

   For LID or active rainwater harvesting mitigations constructed greater than the 1 inch level as required, the credit is 10%.

   C. Conservation Easements

   A Conservation Easement is defined as a no possessory interest of a holder in real property that, for conservation purposes as defined by A.R.S. 33-271(2), permanently protects that property from being developed or otherwise altered from its natural state in the future. A Conservation Easement operates like a deed restriction and is held by a governmental body empowered to hold an interest in real property, or by a charitable corporation or trustee of a charitable trust.

   To qualify for a stormwater credit, the Conservation Easement must protect a minimum of 2 contiguous acres. The effect of the undisturbed land on stormwater quality can only be measured qualitatively. The Conservation Easement must contain significant stormwater assets, such as regional watercourses to be eligible.

   The credit for the granting of a Conservation Easement is 10%.

2. CREDIT FOR RESIDENTIAL DEVELOPMENT

Water Harvesting for Residential Development

To receive credits, you must provide rain barrels of sufficient size on roof downspouts or other similar method(s) of collecting rainwater and use the rainwater for irrigation or consumption. Collection of rainwater reduces stormwater runoff volume and can result in improved water quality.

A typical rain barrel collects a small percentage of the total runoff from a typical roof section during the 100-year event. For a 20x20' roof section, 1000 gallons may be expected to run off.. The use of the roof water on vegetation as irrigation results in improvements to water quality. Harvesting also decreases demands on potable water use. A minimum collection of 300 gallons is required for a credit. The credit is only applicable until there is a change in account holder, a new customer will have to re-apply and may require a site visit to confirm water harvesting is still on-site.

Credit is 10%

3. CREDIT FOR NON-RESIDENTIAL PROPERTIES

Development and Implementation of a Structured Educational Program

A credit is provided for an institution or organization that develops and implements a Public Education Program for primary, secondary or college-level students on stormwater management and water quality issues. The program must be designed to meet the goals and requirements of public education and outreach as defined in 40 CFR Parts 9, 122, 123 and 124 and A.R.S. Title 49, Chapter 2, Article 3.1 and Arizona Administrative Code, Title 18, Chapter 9, Articles 9 and 10.

Public education is a vital component of the City's Stormwater Quality Program. A properly structured program promotes pollution prevention and strengthens the City's NPDES compliance activities. If an applicant proposes such a program, the City should assist in program development to ensure compliance with the above-cited requirements.

Credit is 20%. The credit will be provided so long as the Educational Program is active.

4. CREDIT FOR ALL PROPERTIES

Active and passive floodproofing of primary structures

A credit is provided to a property that can demonstrate either "wet" or "dry" floodproofing of the primary structure(s) on the property to the extent of a 100 year design storm or a 2 inch rain in 45 minutes if within a post-wildfire watershed. The land owner needs to show adequate evidence of floodproofing which may include an Elevation Certificate, professionally sealed as-built design, or professionally sealed memorandum or technical report from a Professional Engineer, Professional Architect, or Licensed Surveyor.

Credit is 10% and is provided as long as evidence of floodproofing is maintained and operational.

Procedure for Application of Credits:

Complete the attached Application Form and submit it to the Stormwater Division. Staff will review the application to assess completeness and partial credits, if any. If eligibility requirements are met, the Credit will become effective on the next utility bill. Credits may not be applied retroactively.

The Stormwater Division Staff may periodically inspect your activities to verify credits and that credited facilities are being properly maintained. If staff discovers a deficiency, we will send a letter to the applicant noting the deficiency and suspension of the credit. Credit(s) can be reinstated after we receive and verify that the deficiencies have been corrected.

City of Flagstaff, Stormwater Division

Application for Stormwater Utility Fee Credit

Dear Flagstaff Resident:

This is an application to the City of Flagstaff to reduce your Stormwater Utility Fee. If you have implemented Stormwater controls on your property, you might be eligible for a reduction in your current fee. Please check the appropriate box(es) and provide any necessary supporting documents requested with this application. An incomplete application will not be processed.

After the Stormwater Section reviews, verifies and approves your application the credit will become effective on your next utility bill. We will send a copy of the processed application to you for your records.

CREDITS:

1.A. **Stormwater Detention** (commercial, industrial, multi-family, and members of homeowners' associations):

___There is a detention basin on my property constructed that provides detention for a 500 year event or 3 inch rain in 45 minutes if within a post-wildfire watershed. The basin is presently functional and maintained as necessary (for a homeowners' association, please provide documentation that basins are inspected and maintained).

Credit is 20% or pro-rated if less than 500 year event but greater than current standards.

1.B. **Low Impact Development (LID) or Active Rainwater Harvesting** (commercial, industrial, multi-family or members of homeowners' associations)

___ My property has been constructed with city-approved LID or active rainwater harvesting that exceeds current minimum standards. The facilities are presently functional, and maintenance is performed as necessary (for homeowners' association, please provide documentation that facilities are inspected and maintained).

Credit is 10% Partial, prorated credits may be applied for varying amounts of LID/Active harvesting.

1.C. Conservation Easement

___I am applying for the Conservation Easement Credit and have attached a copy of the recorded Conservation Easement, recorded Holder Acceptance, and survey map with legal description of the easement. I acknowledge that the easement protects at least 2 contiguous acres. Note: The applicant is encouraged to have all the required documentation reviewed by City staff.

Credit is 10%

2. **Residential Water Harvesting** (individual residential only):

____I have installed rain barrels, of a minimum 300-gallon total capacity, on roof downspouts and utilize the stormwater for irrigation or other recycling purposes, or I have installed other types of catchments and reuse the stormwater for purposes of recycling. Attached is a sketch of my lot and house showing the locations and sizes of my rain barrels or catchments. Also attached is a description of the use of the stormwater.

Credit is 10%

3. **Structured Educational Program** (Public Education Program for primary, secondary and college-level students)

___My institution/organization is applying for the credit for the development and implementation of a Stormwater Education Program. I have developed the program in conjunction with City staff and the program meets the goals and requirements of appropriate State and Federal Codes.

Up to a 20% credit may be provided

4. Active or passive floodproofing

___ My property includes active or passive "wet" or "dry" floodproofing of the primary structure(s). I am including adequate evidence that the floodproofing meets a 100 year event, or 2 inch in 45 minutes rain event if within a post-wildfire watershed.

Credit is 10%

Name: _____

Site Address: _____

Mailing Address: _____

Telephone (wk/home): _____

Home Owner's Association Name and contact phone # (if applicable)

_____

By signing below, I attest that the above information is true and correct. I acknowledge and agree that the City of Flagstaff may inspect my property to verify that my stormwater credits are existing and functioning properly. I further agree that I will ensure that my stormwater facilities will be properly maintained. I understand that if my stormwater facilities are no longer in place, or are not functioning properly, my credit will be revoked. I also acknowledge that misrepresentation of the above information may constitute fraud and may be punishable by law.

Print Name Signature

You will be sent an executed copy of this form for your records.

For office use only

Received by:

_____

Application Verification:

_____

Date applied toward billing:

_____

Authorized signature:

_____

2023 Stormwater Credit Manual

June 20, 2023



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Overview

- Purpose – review and revise Stormwater Credit Manual to provide better equity
- This is a follow up of last year's Credit Manual revision (Resolution 2022-54), a revision based on a 2015 revision (Resolution 2015-17). The original Credit Manual was adopted in 2006.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-14 by title only for the final time

2) City Clerk reads Resolution No. 2023-14 by title only (if approved above)

3) Adopt Resolution No. 2023-14

Review of 2022 Credit Manual

- The existing 2022 Credit Manual is a revision of the original 2006 Credit Manual
- Intent is to provide incentives for the community to go above and beyond in stormwater
- Credits are applied by Customer Service with review by Stormwater staff
- Credits are continual (not one-time)

Proposed Revisions

- Creation of sections 1D and 2B, for Commercial, Industrial, Multi-Family, or HOAs (2B) and Residential (1D)

Unpaved access road credit

A 90% discount will be given for the impervious surface calculation of the access road (only) if the access road is composed of cinders, gravel, or dirt and the landowner can demonstrate that there is three times as much contiguous undeveloped land adjacent to the access road. The landowner must attest to maintain a ratio of at least 3:1 undeveloped contiguous adjacent land to access road impervious surface.

A record of this attestation and credit decision will be kept by the Stormwater Program, if new development occurs near the access road that drops the ratio below 3:1 the discount may be rescinded.

Example



Discussion and Questions

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

12. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jessica Cortes, Court Administrator
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-33: A resolution of the Flagstaff City Council, approving the Intergovernmental Agreement between Coconino County, the Superior Court of Coconino County, and the City of Flagstaff for Courthouse Court Security Services.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-33 by title only
2) City Clerk reads Resolution No. 2023-33 by title only (if approved above)
3) Adopt Resolution No. 2023-33

Executive Summary:

The purpose of this Agreement is to establish a partnership between the Superior Court of Coconino County and the Flagstaff Municipal Court, with the goal being for the Superior Court of Coconino County to provide security services to the Flagstaff Municipal Court through court security officers to ensure the safety of all individuals in the Flagstaff Municipal Court. Partnering allows for more efficient and effective use of resources and provides opportunities to collaborate to provide consistent, unified and professional court security in the Superior Court of Coconino County and the Flagstaff Municipal Court.

Financial Impact:

The Flagstaff Municipal Court has been allocated the budget to support two Court Security Officer positions and one-time funding for the past three fiscal years for additional On-Call Court Security Officer Services within the General Fund in account 001-01-016-0063-1-4290. The total FY2023-24 budget for this IGA is $206,099.

Policy Impact:

Court Security Officer positions are critical to maintain the safety and security of the courthouse facility.

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance - Serve the public by providing high quality customer service.

Has There Been Previous Council Decision on This:

Yes, the Council approved the original IGA on August 26, 2013, as well as an amendment to the original IGA on February 2, 2021.

Attachments: Res. 2023-33
IGA - Bailiff Services

RESOLUTION NO. 2023-33

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR COURTHOUSE COURT SECURITY SERVICES

RECITALS:

WHEREAS, the Coconino County Superior Court, Coconino County and City of Flagstaff desire to enter into an intergovernmental agreement for Courthouse Court Security Services; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, it is the intent and desire of the PARTIES hereto to provide for uniform and consistent professional Courthouse Court Security Services in the Courts to the greatest extent possible under the laws of the State of Arizona; and

WHEREAS, the CITY Flagstaff Municipal Court is seeking coordinated Courthouse Court Security Services from the Coconino County Superior Court; and

WHEREAS, the intergovernmental agreement authorizes the Courts to work together in developing cooperative efforts in providing Courthouse Court Security Services to the mutual benefit of the City of Flagstaff Municipal Court and the Coconino County Courts located in Flagstaff, Arizona; and

WHEREAS, the City Council has read and considered the staff summary report and proposed intergovernmental agreement renewal attached thereto and finds that it is in the best interests of the City to enter into the Agreement.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement renewal between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of June 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT

BY AND AMONG

COCONINO COUNTY, SUPERIOR COURT OF COCONINO COUNTY

AND CITY OF FLAGSTAFF

FOR COURTHOUSE COURT SECURITY SERVICES

THIS INTERGOVERNMENTAL AGREEMENT, dated this ___ day of _____, 2023, by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (hereinafter "CITY"), and COCONINO COUNTY, a political subdivision of the State of Arizona (hereinafter "COUNTY"), and SUPERIOR COURT OF COCONINO COUNTY, Judicial branch of the State of Arizona (hereinafter the "COURT"), witnesses as follows:

RECITALS:

WHEREAS, Section 11-952 of the Arizona Revised Statutes authorizes the various political subdivisions of the State to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, Subsection (J) of Section 11-952 of the Arizona Revised Statutes authorizes public agencies to enter into agreements with the superior court, justice courts and municipal courts for related services and facilities of such courts; and

WHEREAS, CITY staffs and operates a limited jurisdiction, non-record Court, to wit: The Flagstaff Municipal Court, with office at 101 W. Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter "Municipal Court"); and

WHEREAS, COUNTY, is a political subdivision of the State of Arizona, with office at 219 East Cherry Avenue, Flagstaff, Arizona 86001; and

WHEREAS, COURT, Judicial branch of the State of Arizona, with office at 200 North San Francisco Street, Flagstaff, Arizona 86001; and

WHEREAS, Arizona State Constitution at Art. VI § 1 dictates all judicial power be vested in an integrated judicial department, and at Art. VI § 3 that the Supreme Court shall have administrative supervision over all courts of the State, and that the Supreme Court's Administrative Order No. 93-30, approving Administrative Rule V-A at subsection IIIA, stipulates that the Presiding Judge of the County shall exercise administrative supervision over all the courts in the county, including Justice and Municipal Courts, and that the Supreme Court's Administrative Order No. 95-45 mandates uniform education standards and policies for all the

courts; and

WHEREAS, the Municipal Court, Flagstaff Justice Court and the Superior Court (hereinafter collectively the "Courts") share commonalities in practice and procedure in many areas including security, interpreting, automation, court rules, court procedures, appellate procedure, case management, collections, probation, and other business and judicial practices; and

WHEREAS, the CITY, COUNTY and the COURT have entered into a previous Intergovernmental Agreement to provide for the consolidated administration of Courts within the COUNTY; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform and consistent professional court security services in the Courts to the greatest extent possible under the laws of the State of Arizona.

WHEREAS, the Flagstaff Municipal Court is seeking coordinated Court Security Services from the COURT.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. PURPOSE OF THIS AGREEMENT

A. The purpose of this Agreement is to establish a partnership between the Superior Court of Coconino County and the Flagstaff Municipal Court, with the goal being for the Superior Court of Coconino County to provide security services to the Flagstaff Municipal Court through court security officers to ensure the safety of all individuals in the Flagstaff Municipal Court. Partnering allows for more efficient and effective use of resources and provides opportunities to collaborate to provide consistent, unified and professional court security in the Superior Court of Coconino County and the Flagstaff Municipal Court.

B. This Agreement outlines the terms and conditions for the Superior Court of Coconino County to provide trained and experienced Court Security Officers to the Flagstaff Municipal Court, in order to enhance the overall security measures of the Flagstaff Municipal Court.

2. TERM

A. The initial term of the Agreement shall be from the date hereof, for ten consecutive fiscal years unless terminated by either party hereto pursuant to the provisions hereof.

3. UNIFIED IMPLEMENTATION OF COURT SECURITY SERVICES FOR COURTHOUSE SECURITY

A. This Agreement authorizes the Superior Court in Coconino County and the Flagstaff Municipal Court to work together in developing cooperative efforts in providing Court Security to the mutual benefit of the Flagstaff Municipal Court and the Superior Court in Coconino County located in Flagstaff, Arizona.

B. Under normal circumstances, the COURT shall provide Court Security Officers for Courthouse security (hereinafter "Court Security Services") for the CITY Flagstaff Municipal Court during normal operational business hours and special Court events.

C. Normal operational business hours include Monday through Friday, from 7:30 a.m. to 4:30 p.m., or for other special Court events with prior notice to the COURT Chief Court Security Officer.

D. Under this Agreement, and as explained in the "Funding" section of this Agreement, the CITY will provide funding for two additional Full Time Equivalent Court Security Officer II positions to work in the coordinated Court effort. The CITY will also pay for operational expenses related to the positions. Operational expenses include, but are not limited to, uniform allowances, weapons and travel for work related trainings and conferences. All operational expenses, prior to purchasing, will be approved by the CITY Deputy Court Administrator.

E. The two Court Security Officers whose positions are to be funded by the CITY will be regular employees of the COURT. The COURT shall retain these individuals as employees of the COURT pursuant to all applicable employment requirements of the COURT. Direct supervisory responsibility for the Court Security Officers will belong to the COURT's Chief Court Security Officer and the COURT's Deputy Chief Court Security Officer. The COURT shall recruit, hire, supervise, manage, evaluate, and train the two CITY-funded Court Security Officers. The COURT will also maintain a work schedule for all Court Security Officers in coordination with the CITY Deputy Court Administrator.

F. The CITY-funded Court Security Officers will be pooled with the current COURT Security Officer Full-Time Employees (FTEs). These Court Security Officers will be assigned work duties for both the COURT and the CITY. These work assignments may be on a rotational basis, again managed by the COURT Chief Court Security Officer. While the two Court Security Officer positions are to be funded by the CITY, any of the Court Security Officers within the aforementioned pool – whether they are the CITY-funded Court Security Officers or the current COURT Security Officer FTEs – may be assigned the work duties for the CITY.

G. In the event of an extreme staffing shortage, the COURT may not be able to facilitate Court Security Services at both the CITY and Superior COURT. Should this event occur, the CITY will need to temporarily provide its own Court Security Services until adequate staffing levels can be reestablished. If this event occurs for more than two (2) business days at any period of time throughout the term of this agreement, the COURT shall pro-rate the amount billed to the CITY for the CITY-funded Court Security Officers.

4. DUTY SCHEDULE & OTHER NOTICES

A. The CITY will provide the COURT Chief Court Security Officer and the COURT Deputy Chief Court Security Officer with a weekly copy of the CITY Court calendar no later than 2:00 p.m. on the *Friday* prior to the following week's court schedule. This is to ensure adequate Court Security Officer coverage for any events requiring Court Security services.

B. This agreement requires that the CITY contact the COURT Chief Court Security Officer and the COURT Deputy Chief Court Security Officer for any communication, schedule changes, personnel issues, or special requests with at least a 48-hour notice, if possible. If 48-hour notice is not possible, the CITY and the COURT will coordinate, modify and accommodate in consultation with each other.

C. This agreement requires that the COURT contact the CITY Deputy Court Administrator for any communication, schedule changes, personnel issues, or special requests with at least a 48-hour notice, if possible. If 48-hour notice is not possible, the CITY and the COURT will coordinate, modify and accommodate in consultation with each other.

5. FUNDING

A. As indicated in Section 3(D) of this Agreement, the CITY will fund two Full-Time Equivalent Court Security Officer II positions including employee-related expenses along with operational expenses related to these two positions.

The CITY may require additional Court Security Officers exceeding the two (2) full time employees (FTE(s)). For the additional services, the CITY of Flagstaff Municipal Court will be billed for the additional hours. Any increase in the CITY's need for Court Security Officers will be agreed upon in writing between the Superior Court Administrator and City Court Administrator at least one week in advance. To fulfill any increase in the CITY's need for Court Security Officers, the COURT will use on-call temporary court security staff. If at any time, the CITY determines a permanent need in the increase of Court Security Officers, the COURT will add additional FTE(s) funded by the CITY. Such a request for additional FTEs shall be established in writing from the CITY, and if the COURT agrees, the agreement shall be in writing in the form of an amendment to this Intergovernmental Agreement.

Although these are COURT positions, the two Court Security Officer II positions are to be fully (100%) funded by the CITY and as delineated below. Percentages of funding will not be changed unless agreed to in writing by the parties to this Agreement.

B. The CITY is to provide full (100%) funding of total salary and employee-related expenses for the two court security officer positions, as well as for operational expenses related to the two Court Security positions not covered under "employee-related expenses," as well as for any additional Court Security services that the CITY of Flagstaff Municipal Court may require. This percentage will remain the same should the COUNTY –modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit.

The COURT shall provide notice to the City Deputy Court Administrator of all salary changes and all substantial increases in benefits that will result in increased payments by the CITY to the COUNTY within 30 days of the change. All overtime must be approved by the City Deputy Court Administrator before the hours are worked. Should the CITY's funding not be available for any reason, then the COURT COUNTY will not be required to continue the positions or fund the positions.

C. Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by any of the parties or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to any of the parties or any other agency of the State of Arizona in the event this provision is exercised, and none of the parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

6. THE COURTS TO RETAIN SEPARATE IDENTITIES

Notwithstanding the provisions of the Agreement, each of the Courts shall, at all times, retain its separate, legal identity. Additionally, no promises made or obligations incurred pursuant to this Agreement shall relieve any public agency of any obligation or responsibility imposed on it by law.

7. FUTURE CONSIDERATIONS

This Agreement shall not limit future considerations of cooperation and consolidation of Courts between the CITY and COURT in regard to shared facilities, unified personnel systems, or any other aspect of administration or Court operations.

8. TERMINATION; NOTIFICATION OF TERMINATION

Any of the parties may terminate this IGA, with or without cause, upon 30 days' written notice to the other party at the addresses indicated below. At the time of termination, the COURT shall invoice the CITY for security services provided up to the date termination becomes effective, which the CITY shall pay within 30 days thereafter. Should this Agreement be terminated due to unavailability of funds, as explained in the Funding section, no liability shall accrue to any of the parties or any other agency of the State of Arizona, and none of the parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Upon termination of this Agreement, any property purchased by any one of the parties for purposes of carrying out its obligations under this Agreement shall be returned to the party that purchased the property.

9. APPROVAL OF PRESIDING JUDGE REQUIRED

Notwithstanding any other provision of this Agreement, the Agreement shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Coconino.

10. AMENDMENTS; INTEGRATION

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. All amendments or modifications of the Agreement shall be in writing and approved by the Superior Court in Coconino County, the County Board of Supervisors, the Flagstaff City Council, legal counsel for both such Court and City Council and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Coconino.

11. DISPUTE RESOLUTION

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

12. INSURANCE

The COURT and the CITY shall maintain in force and effect during the term of this Agreement commercial general liability insurance of no less than One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars Aggregate ($2,000,000), workers' compensation insurance for their respective employees and volunteers, and property insurance in an amount sufficient to cover any property used by any of the parties to fulfill their obligations under this Agreement.

13. MUTUAL INDEMNIFICATION

Except as provided below and to the extent permitted by law, each party to this Agreement (as "Indemnitor") agrees, to defend, indemnify, and hold harmless the other parties, and such party's officers, officials, employees, agents, and directors (collectively, "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as "Claims", which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom the Indemnitor may be legally liable, in the performance of this Agreement.

Notwithstanding the mutual indemnification provisions above, the CITY agrees to defend, indemnify, and hold harmless COURT and its officers, employees, agents and directors, when any COURT officer, employee, agent or director is acting in the capacity of an agent of the

CITY when enforcing CITY ordinances. The CITY own's indemnification under this paragraph shall apply to any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, reasonable attorney fees and costs of defense and appellate appeal) herein referred to as "Claims", which may be imposed upon, incurred by or asserted against the Indemnitees, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the CITY, or anyone for whom the CITY may be legally liable, in the performance of this Agreement.

14. NOTICES

All notices or demands required to be given pursuant to this Agreement shall be given to the other parties in writing, delivered by hand or U.S. Mail, at the address given below. Notices shall be deemed received on the date delivered, if delivered by hand, and on the date of mailing if mailed.

Coconino County:
Corey Ringenberg
Special Assistant to the County Manager's Office
219 E. Cherry Ave.
Flagstaff, AZ 86001
928-679-8626

City of Flagstaff:
City Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

For Billing/Payments:
Superior Court in Coconino County
ATTN: Jan Cody, Administrative Senior Manager
200 N. San Francisco Street
Flagstaff, AZ 86001
Jcody@courts.az.gov
928-679-7507

15. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to the provisions of A.R.S. § 38-511, a party may cancel this Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the party is, at any time while this Agreement or any extension thereof is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party to this Agreement with respect to the subject matter of this Agreement.

16. NON-DISCRIMINATION

The parties shall comply with the provisions of Arizona Executive Orders No. 2023-01, 2009-09, and 2023-09, which are incorporated into this Agreement by reference as if fully set forth herein. Additionally, the parties shall comply with all other applicable Federal and State

laws, rules and regulations, including the Americans with Disabilities Act.

17. WORKERS COMPENSATION

Pursuant to A.R.S. § 23-1022(D), employees of each of the parties "who work[] under the jurisdiction or control of or within the jurisdictional boundaries of another" one of the parties pursuant to this Agreement "is deemed to be an employee of both" parties for the purposes of workers' compensation, and "[t]he primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes" of that statute. A notice to this effect, as required by A.R.S. § 23-1022(E), shall be posted by each of the parties in their principal office or human resource office.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties. This Agreement terminates and supersedes all prior understandings, agreements, and administrative orders of the Superior Court on the subject matter hereof.

19. IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. § 41-4401, each party hereby warrants that each party and all of its subcontractors (if any) are in compliance with, will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

A. Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching parties.

B. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other parties who work on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other parties in regard to any such inspections.

C. Each party may, at its sole discretion, conduct random verification of the employment records of the other parties and any of their subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other parties in regard to any random verifications performed.

D. A party will not be considered in material breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision 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, Subsection A.

E. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.

20. RECORD RETENTION

To the extent required by A.R.S §§ 35-214 and 35-215, each party shall retain all books, accounts, reports, files and other records relating to the Agreement and to make such records available at all reasonable times for inspection and audit by the other parties, or their agents, during the term of and for a period of five years after the completion of the agreement. Upon request, the party producing the records shall produce the original of any or all such records at the offices of the party.

21. ASSIGNMENT OF ANTITRUST VIOLATIONS

The CITY assigns to the COURT any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the CITY toward fulfillment of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have approved and executed this Intergovernmental Agreement for courthouse court security services as of the day and year first above written.

COCONINO COUNTY

By: _____
Patrice Horstman
Chairperson, Board of Supervisors

ATTEST: _____
Clerk of the Board

CITY OF FLAGSTAFF

By: _____
Becky Daggett, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM AND SUBSTANCE

_____
Hon. Dan Slayton
Presiding Superior Court Judge
Coconino County, Arizona

Approved as to form and found to be within power and authority of each respective governing body by its undersigned legal counsel:

_____
Deputy County Attorney
Attorney for Coconino County

_____
City Attorney
Attorney for City of Flagstaff

12. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jessica Cortes, Court Administrator
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-34: A resolution approving the second amendment to the Information System Specialist Intergovernmental Agreement between the City of Flagstaff and Coconino County to add Coconino County Superior Court as a party to this Intergovernmental Agreement and to amend the funding schedule.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-34 by title only
2) City Clerk reads Resolution No. 2023-34 by title only (if approved above)
3) Adopt Resolution No. 2023-34

Executive Summary:

An Intergovernmental Agreement (IGA) for one Court Information System (IS) Specialist position was adopted on November 6, 2002. The First Amendment to this IGA between the City of Flagstaff and Coconino County to include a second Court IS Specialist, was adopted June 27, 2017. This Second Amendment is for the purpose of adding Coconino County Superior Court as a party to this Intergovernmental Agreement and to amend the funding schedule of the two Court IS Specialist positions.

The Court IS Specialists are responsible for orientation for all employees in the basic desktop automation tools and provides for the day-to-day computer hardware, software and networking support issues, and allow attention to current and future technology related projects, for courts within Coconino County.

Financial Impact:

The requested amendment to the funding schedule is for the City to fund 25% of the second Court IS Specialist position, which will be offset by the savings to the proposed amendment number two, of the Court Interpreter and Interpreter Coordination IGA.

Policy Impact:

The Court IS Specialist positions are critical in providing the information systems infrastructure support for all courts within Coconino County.

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance - Serve the public by providing high quality customer service.
High Performing Governance - Be an employer of choice through inclusive recruitment & by providing employees with the necessary tools, training, support & compensation.

Has There Been Previous Council Decision on This:

Yes, the original IGA providing for one Court IS Specialist position was adopted on November 6, 2002. The First Amendment to this IGA between the City of Flagstaff and Coconino County to include a second Court IS Specialist, was adopted June 27, 2017.

Attachments: Res. 2023-34
Second Amendment to IGA for Court IT Services
IGA-Court IS Specialist
First Amendment to the IS IGA

RESOLUTION NO. 2023-34

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY SUPERIOR COURT, COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR COUNTY WIDE INFORMATION SYSTEM SPECIALISTS

RECITALS:

WHEREAS, the Coconino County Superior Court, Coconino County and City of Flagstaff desire to enter into an intergovernmental agreement for Information System Specialists; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, it is the intent and desire of the PARTIES hereto to provide for uniform and consistent professional Information System Specialist services in the Courts to the greatest extent possible under the laws of the State of Arizona; and

WHEREAS, the CITY Flagstaff Municipal Court is seeking coordinated Information System Specialist services with the Coconino County Superior Court.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of June 2023.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA – Information System Specialists Amendment

INTERGOVERNMENTAL AGREEMENT
Between
COCONINO COUNTY AND CITY OF FLAGSTAFF
For
COUNTY WIDE INFORMATION SYSTEM SPECIALIST

AMENDMENT NUMBER TWO

This second amendment (hereinafter this "2nd Amendment") is made this _____ day of _____, 2023,

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, with office at 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County"),

AND

CITY OF FLAGSTAFF, an Arizona municipal corporation, with offices at 211 West Aspen Street, Flagstaff, Arizona 86001 (hereinafter the "City"),

WHEREAS:

The County and the City (collectively "Parties") entered into an intergovernmental agreement commencing on the 6th day of November, 2002, for the City to provide unified implementation of automation system support. The 1st Amendment to the intergovernmental agreement provided for an additional IS Specialist and a new funding schedule ("1st Amendment"). This 2nd Amendment is for the purpose of adding Coconino County Superior Court as a party to this Intergovernmental Agreement and amending the funding schedule. The intergovernmental agreement provides for the senior technical work associated with the Courts microcomputer and network infrastructure, support for other equipment, including audio and video systems and other related equipment, and provide training and installation for the Courts in various locations throughout the COUNTY. The Information Systems Specialist (hereinafter "IS Specialist") will provide orientation for all employees in the basic desktop automation tools and provide for the day-to-day PC computer hardware, software and networking support issues at the Superior Court, Clerk of Superior Court, Justice Courts and Municipal Courts (hereinafter the "Agreement");

A. The Parties wish to amend the 1st Agreement to add Coconino County Superior Court as a party and to provide for a new funding schedule.

B. The Parties seek to implement this 2nd Amendment in accordance with the procedures in Paragraphs 6 & 7 of the original Intergovernmental Agreement.

THEREFORE, in mutual consideration of the benefits attending to all Parties:

The County and the City amend the Agreement as follows:

A. The following party is added to this Intergovernmental Agreement: SUPERIOR COURT OF COCONINO COUNTY, Judicial branch of the State of Arizona, with office at 200 North San Francisco Street, Flagstaff, Arizona 86001, (hereinafter the "Court").

B. Paragraph 2.B. shall state:

The CITY shall provide facilities space for the IS Specialists and work with the Courts in providing automation equipment and other resources as necessary to fulfill the requirements of the position. The IS Specialists will be a regular employee of the Flagstaff Municipal Court, the CITY shall retain this individual as an employee of the CITY pursuant to all applicable employment requirements of the CITY. Direct supervisory responsibility for the IS Specialist(s) will belong to the Deputy Court Administrator at the Flagstaff Municipal Court which shall also maintain a schedule of automation system services made available to Courts within the County.

C. Paragraph 2.C. is removed.

D. Paragraph 3.C. shall state:

The CITY is to provide partial funding in the amount of 50% of the first position of total salary and Employee Related Expenses (ERE) and 25% cost of the second position for the IS Specialist positions, unless proportionately reduced as delineated above. This share will remain the same should the CITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should COUNTY funding not be available for any reason then the CITY will not be responsible to continue the position or fund the position.

E. Paragraph 3.D. shall state:

The COUNTY is to provide partial funding in the amount of 50% of the first position and 75% for the second position of total salary and ERE for the IS Specialist positions, unless proportionately reduced as delineated above. This share will remain the same even though the CITY may modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should CITY funding not be available for any reason then the COUNTY will not be responsible to continue the position or fund the position.

F. Paragraph 3.E. is added and states:

The Parties understand and agree that Exhibit A (attached) is a true and accurate depiction of the total cost and proportionate share costs for the estimated Fiscal Year 2023. The Parties further assent to the understanding that employee salary and employee-related expenses may fluctuate from fiscal year to year during the duration of this Intergovernmental Agreement, but the Parties mutually agree that the

proportionate share responsibility of each Party, as defined above and in Exhibit A shall remain unchanged from year to year unless modified in writing pursuant to Paragraphs 6 & 7 of the Intergovernmental Agreement.

G. Paragraph 10 is added to the Agreement as follows:

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the any of the Parties or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to any of the Parties or any other agency of the State of Arizona in the event this provision is exercised, and neither any of the Parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

H. Paragraph 11 is added to the Agreement as follows:

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by each of the Parties at reasonable times. Upon request, any Party shall produce the original of any or all such records at the offices of the requesting the Party.

I. Paragraph 12 is added to the Agreement as follows:

The City of Flagstaff shall comply with Executive Orders No. 2023-01, and 2009-9, which mandate that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The City of Flagstaff shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

J. Paragraph 13 is added to the Agreement as follows:

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

The City of Flagstaff warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.”) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the City of Flagstaff may be subject to penalties up to and including termination of the Agreement. Each Party retains the legal right to inspect

the papers of any employee who works on the Agreement to ensure that the other Parties or subcontractor is complying with the warranty hereunder.

K. Paragraph 14 is added to the Agreement as follows:

This Agreement shall be construed in accordance the laws of the State of Arizona.

L. Paragraph 15 is added to the Agreement as follows:

To the extent applicable, each Party warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01, et. seq., and will refrain from any such boycott for the duration of the Agreement.

M. Paragraph 1(A) of the Agreement is amended as follows:

The term of the Agreement shall be valid through June 30, 2033, if not terminated earlier by any of the Parties pursuant to the provisions hereof.

N. Paragraph 16 is added to the Agreement as follows:

The Parties further certify that they shall comply with A.R.S. § 35-394, regarding the use of the forced labor of ethnic Uyghurs, as applicable.

2. All other terms and conditions of the original Intergovernmental Agreement not specifically amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date herein before indicated.

COCONINO COUNTY

By: _____
Patrice Horstman
Chairperson, Board of Supervisors

ATTEST: _____
Clerk of the Board

CITY OF FLAGSTAFF

By: _____
Becky Daggett, Mayor

ATTEST: _____
City Clerk

COCONINO COUNTY SUPERIOR COURT

_____

APPROVED AS TO FORM AND SUBSTANCE

_____
Hon. Dan Slayton
Presiding Superior Court Judge
Coconino County, Arizona

Approved as to form and found to be within power and authority of each respective governing body by its undersigned legal counsel:

_____
Deputy County Attorney
Attorney for Coconino County

_____
City Attorney
Attorney for City of Flagstaff

SCHEDULE A

COUNTY WIDE INFORMATION SYSTEM SPECIALISTS

Cost Component Description	FY23 Estimated Annual Cost
IS Specialist Positions (two full time equivalent positions)	
1st IS Specialist Position City Share 50/100	$50,920.06
1st IS Specialist Position County Share 50/100	$50,920.06
Total	**$101,840.13**
2nd IS Specialist Position City Share 25/100	$22,542.76
2nd IS Specialist Position County Share 75/100	$67,628.29
Total	**$90,171.05**

The above monetary figures are reflective of the current cost associated with the original position and the anticipated costs of the additional position based on the City of Flagstaff's current pay plan. The estimates are subject to pay increases and pay reductions in accordance with the City of Flagstaff compensation adjustments.

OCT 15 2002
Agenda item # 24

INTERGOVERNMENTAL AGREEMENT

by and between

City of Flagstaff and Coconino County

regarding the

COUNTY WIDE INFORMATION SYSTEM SPECIALIST

THIS INTERGOVERNMENTAL AGREEMENT, dated this 6th day of Nov, 2002, by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (hereinafter "CITY"), and COCONINO COUNTY, a political subdivision of the State of Arizona (hereinafter "COUNTY"), witnesses as follows:

RECITALS:

WHEREAS, Section 11-952 of the Arizona Revised Statutes authorizes the various political subdivisions of the State to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, CITY staffs and operates a limited jurisdiction, non-record Court, to wit: The Flagstaff Municipal Court (hereinafter "Municipal Court"); and

WHEREAS, COUNTY staffs and operates limited jurisdiction, non-record Courts, to wit: The Justice of the Peace Courts, one precinct of which is located within the corporate limits of CITY (hereinafter "Justice Courts"); and

WHEREAS, COUNTY staffs and operates a general jurisdiction, Court of record, to wit: The Coconino County Superior Court, which is located within the corporate limits of CITY (hereinafter "Superior Court"); and

WHEREAS, Arizona State Constitution at Art. VI § 1 dictates all judicial power be vested in an integrated judicial department, and at Art. VI § 3 that the Supreme Court shall have administrative supervision over all courts of the State, and that Administrative Order 93-30 IIIA stipulates that the Presiding Judge of the County shall exercise administrative supervision over all the courts in the county, including Justice and Municipal Courts, and that Administrative Order 94-37 mandates a single, county-wide automation solution for all the courts; and

WHEREAS, the Municipal Court, Justice Courts and the Superior Court (hereinafter collectively the "Courts") share commonalities in practice and procedure in many areas including automation, court rules, court procedures, appellate procedure, case management, collections, probation, and other business and judicial practices; and

WHEREAS, the CITY and the COUNTY have entered into a previous Intergovernmental Agreement to provide for the consolidated administration of Courts within the County; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform and consistent automation system services in the Courts to the greatest extent possible under the laws of the State of Arizona.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. TERM.

A. The initial term of the Agreement shall be from the date hereof, until terminated by either party hereto pursuant to the provisions hereof.

B. In recognition of and deference to the budgeting needs and obligations of the parties hereto, any party wishing to terminate the provisions of this Agreement shall provide written notice to the other not later than the first day of February of the calendar year in which such termination shall take effect. No such termination shall take effect until the first day of July following the provision of such notice.

2. UNIFIED IMPLEMENTATION OF AUTOMATION SYSTEM SUPPORT.

A. CITY shall provide an Information Systems Specialist (hereinafter "IS Specialist") for the Courts within the COUNTY who will provide senior technical work associated with the Courts microcomputer and network infrastructure, support for other equipment, including audio and video systems and other related equipment, and provide training and installation for the Courts in various locations throughout the COUNTY. The IS Specialist will provide orientation for all employees in the basic desktop automation tools and provide for the day-to-day PC computer hardware, software and networking support issues at the Superior Court, Clerk of Superior Court, Justice Courts and Municipal Courts.

B. CITY shall provide facilities space for the IS Specialist and work with the Courts in providing automation equipment and other resources as necessary to fulfill the requirements of the position. The IS Specialist will be a regular employee of the Flagstaff Municipal Court, the CITY shall retain this individual as an employee of the CITY pursuant to all applicable employment requirements of the CITY. Direct supervisory responsibility for the IS Specilist will belong to the Deputy Court Administrator - Municipal Court.

C. The County Court Administrative Team (made up the Deputy Court Administrator - Municipal Court, Deputy Court Administrator - Justice Courts and the County Court Administrator) shall supervise the operations associated with the IS Specialist and maintain a schedule of automation system services made available to the Courts within the County.

D. This Agreement authorizes the Courts to work together in developing cooperative efforts in implementation and support of automated, communication and computer systems in the Courts and to coordinate activities, procedures, policies, schedules, personnel, and other matters to effectively bring about this end.

3. FUNDING.

A. Although a CITY position the IS Specialist is to be partially funded by the CITY and partially funded by the COUNTY as delineated below. Percentages of funding will not be changed unless agreed to in writing by the parties to this Agreement.

B. The CITY and COUNTY may provide funding for this position through the implementation of local fees approved by their respective governing bodies. These fees may be designated specifically for the IS Specialist or for general information system and automation support or for general use in the furthering of the administration of justice or towards the general fund. Any other funding other than from the CITY or COUNTY including, but not limited to, state grants, Judicial Collection Enforcement Funds (JCEF) or any other funding for the IS Specialist shall be applied as a reduction of equal amounts to the percentages of both the CITY and the COUNTY regardless whether the funds are received by either the CITY or the COUNTY.

C. The CITY is to provide partial funding in the amount of 50% of total salary and Employee Related Expenses (ERE) for the IS Specialist position, unless proportionately reduced as delineated above. This percentage will remain the same should the CITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should COUNTY funding not be available for any reason then the CITY will not be responsible to continue the position or fund the position.

D. The COUNTY is to provide partial funding in the amount of 50% of total salary and ERE for the IS Specialist position, unless proportionately reduced as delineated above. This percentage will remain the same even though the CITY may modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should CITY funding not be available or if the CITY eliminates the position for any reason then the COUNTY will not be responsible to continue funding the position.

4. THE COURTS TO RETAIN SEPARATE IDENTITIES.

Notwithstanding the provision of the Agreement, each of the Courts shall, at all times, retain its separate, legal identity. The personnel of each court shall remain under the supervisory control and respective responsibilities of each personnel system as structured and maintained in each Court.

5. FUTURE CONSIDERATIONS.

This Agreement shall not limit future considerations of cooperation and consolidation of Courts between the CITY and COUNTY in regard to shared facilities, unified personnel systems, traffic school contracts or any other aspect of administration or Court operations.

6. APPROVAL OF PRESIDING JUDGE REQUIRED.

Notwithstanding any of the provisions of this Agreement, it shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Coconino.

7. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. All amendments or modifications of the Agreement shall be in writing and approved by the Coconino County Board of Supervisors, the Flagstaff City Council, legal counsel for both such Board and City Council and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Coconino.

8. DISPUTE RESOLUTION.

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212)949-6490, www.cpradr.org, with the exception of the mediator selected provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiations or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

9. STATUTORY REQUIREMENT OF CANCELLATION FOR CONFLICT OF INTEREST.

This Agreement may be cancelled for conflict of interest in accordance with the requirements of Section 38-511 of the Arizona Revised Statutes.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

ATTEST:

City Clerk

City of Flagstaff

For Joseph C. Donaldson, Mayor

ATTEST:

Deputy Clerk of the Board

Coconino County

Chair
Board of Supervisors

APPROVED AS TO FORM:

City Attorney

County Attorney, Deputy

APPROVED AS TO FORM AND SUBSTANCE:

Fred Newton, Presiding Judge
Coconino County Superior Court

Item No. 10H

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and City Council

From: **Donald Jacobson, 774-1401 x112**
Flagstaff Municipal Court

Date: October 1, 2002

Meeting Date: October 15, 2002

TITLE: **CONSIDERATION OF RESOLUTION NO. 2002-70: A resolution authorizing an intergovernmental agreement between the City of Flagstaff and Coconino County regarding the County Wide Information System Specialist.**

RECOMMENDED ACTION:

Read Resolution No. 2002-70 by title only.
Adopt Resolution No. 2002-70 .

ACTION SUMMARY:

Approve the resolution authorizing the intergovernmental agreement between the City of Flagstaff and Coconino County for the hiring and payment of a county wide information system specialists for all the courts within Coconino County.

DISCUSSION:

Background/History:

The superior, justice and municipal courts within Coconino County all share a common computer platform, network and software. The automated system was developed by and provided through the Arizona Court Automation Project which is a state-wide project for courts at all levels. The need to maintain the operations and infrastructure of this system has grown as the number of users and complexity of the system has grown throughout the county. This past year the City Council, in their 2002-2003 budget approved the hiring of an information specialist that would not only work with the Flagstaff Municipal Court, but also work with the other courts within the county to provide support for this large and complicated computer system used by the courts. This position is to be funded partially by the county and partially by the city through fees collected at the court.

Key Considerations:

The approval of the IGA and the hiring of the Information System Specialist will provide for automated system support in a timely and efficient manner. The nearest current support is located in Phoenix which often results in a delay of days, weeks or even months to have an issue addressed.

This results in decreased efficiency and sometimes significant delay in the processing of cases. The addition of this position will leverage the combined resources of municipal, justice and superior courts to allow a more effective approach to handling computer problems and expanding programs at a local level. Not only will support of the current system be provided, but additional efforts in areas such as the Criminal Justice Integration Project, electronic document storage, calendar automation and automated case file tracking will be able to move forward. These projects will help significantly the future efficiency of court operations.

Community Benefits and Considerations:

This position, combined with the county-wide training specialist and working with state automation personnel, will give a significant edge to the courts ability to provide fast and efficient service to the community. This is done with a benefit not only to the Flagstaff community, but through the combined efforts of all the courts to the broarder community as well.

Community Involvement:

N/A

Financial Implications:

There is no general fund impact with the approval of the IGA or in the hiring of this position. The City portion of the funding will be provided through the Local Time Payment fee collected by the municipal court. The County portion will be funded through fees collected at the justice and superior courts. This position was approved in the FY 03 budget and will be paid through account 001-6501-570-1001.

Options and Alternatives:

Not approving the resolution for the IGA will mean that the City of Flagstaff would have to consider the entire costs of hiring the Information System Specialist. If the position is not hired we would need to continue with our current long distance support and reduce future expectations.

Attachments/Exhibits:

N/A

Department Head

INITIALS	RESPONSIBILITY	DATE	INITIALS	RESPONSIBILITY	DATE
_____	BIDS/PURCHASES	_____	_____	FINANCE/BUDGET	_____
_____	GRANTS/CONTRACTS	_____	_____	IGAS	_____
_____	LEGAL	_____	_____	_____	_____

DATE OF COUNCIL APPROVAL: 10-15-02

CERTIFICATION

I, MARGIE BROWN, Deputy City Clerk of the City of Flagstaff, Arizona, do hereby certify that the attached is a full, true, and correct copy of Resolution No. 2002-70 adopted by the Flagstaff City Council at their Meeting held October 15, 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official Seal of the City of Flagstaff, this 17th day of October, 2002.

Margie Brown

DEPUTY CITY CLERK

(SEAL)

RESOLUTION NO. 2002-70

A RESOLUTION AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FLAGSTAFF AND COCONINO COUNTY FOR THE FUNDING OF THE COURT INFORMATION SYSTEM SPECIALIST.

WHEREAS, Section 11-952 of the Arizona Revised Statutes authorizes the various political subdivisions of the State to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, CITY staffs and operates a limited jurisdiction, non-record Court, to wit: The Flagstaff Municipal Court (hereinafter "Municipal Court"); and

WHEREAS, COUNTY staffs and operates limited jurisdiction, non-record Courts, to wit: The Justice of the Peace Courts, one precinct of which is located within the corporate limits of CITY (hereinafter "Flagstaff Justice Court"); and

WHEREAS, COUNTY staffs and operates a general jurisdiction, Court of record, to wit: The Coconino County Superior Court, which is located within the corporate limits of CITY (hereinafter "Superior Court"); and

WHEREAS, Arizona State Constitution at Art. VI § 1 dictates all judicial power be vested in an integrated judicial department, and at Art. VI §3 that the Supreme Court shall have administrative supervision over all courts of the State, and that Administrative Order 93-30 IIIA stipulates that the Presiding Judge of the County shall exercise administrative supervision over all the courts in the county, including Justice and Municipal Courts, and that Administrative Order 94-37 mandates a uniform automation system for all the courts; and

WHEREAS, the Flagstaff Municipal, Flagstaff Justice and the Superior Court share commonalities in practice and procedure in many areas including automation systems, networks, communication systems and other business and judicial practices; and

WHEREAS, the CITY and the COUNTY have entered into a previous Intergovernmental Agreement to provide for the consolidated administration of Courts within the County; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform and consistent automation system services in the Flagstaff Municipal Court, Justice Courts and the Superior Court (hereinafter collectively "the Courts") to the greatest extent possible under the laws of the State of Arizona.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: Authorize the Mayor to sign an intergovernmental agreement between the CITY and COUNTY for the establishment and funding of the information system specialist position.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 15th day of October 2002.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
Between
COCONINO COUNTY AND CITY OF FLAGSTAFF
For
COUNTY WIDE INFORMATION SYSTEM SPECIALIST

FIRST AMENDMENT

This first amendment (hereinafter this "FIRST Amendment") is made this 27th day of June, 2017,

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, with office at 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County"),

AND

CITY OF FLAGSTAFF, an Arizona municipal corporation, with offices at 211 West Aspen Street, Flagstaff, Arizona 86001 (hereinafter the "City"),

WHEREAS:

The County and the City entered into an intergovernmental agreement (hereinafter "Agreement") commencing on the 6th day of November, 2002, for the City to provide unified implementation of automation system support. The intergovernmental agreement provides for the senior technical work associated with the Courts microcomputer and network infrastructure, support for other equipment, including audio and video systems and other related equipment, and provide training and installation for the Courts in various locations throughout the COUNTY. Under the Agreement, one (1) Information Systems Specialist (hereinafter "IS Specialist") provides orientation for all employees in the basic desktop automation tools and provides for the day-to-day PC computer hardware, software and networking support issues at the Superior Court, Clerk of Superior Court, Justice Courts and Municipal Courts (hereinafter the "Agreement");

A. The parties wish to amend the Agreement to provide for an additional IS Specialist Position.

B. The parties wish to amend the Agreement to provide for a new funding schedule.

C. The parties seek to implement this First Amendment in accordance with the procedures in Paragraphs 6 & 7 of the Agreement.

THEREFORE, in mutual consideration of the benefits attending to both Parties:

1. The County and the City amend the Agreement as follows:

   A. Paragraph 2.A. shall state:
   CITY shall provide two (2) Information Systems Specialists (hereinafter "IS

Specialists") for the Courts within the COUNTY who will provide senior technical work associated with the Courts microcomputer and network infrastructure, support for other equipment, including audio and video systems and other related equipment, and provide training and installation for the Courts in various locations throughout the COUNTY. The IS Specialists will provide orientation for all employees in the basic desktop automation tools and provide for the day-to-day PC computer hardware, software and networking support issues at the Superior Court, Clerk of Superior Court, Justice Courts and Municipal Courts. The IS Specialists may also be referred to separately herein as "First IS Specialist" and/or "Second IS Specialist".

B. Unless referred to separately as stated in Section A immediately above, all other references to the IS Specialist in the Agreement shall be made plural.

C. Paragraph 3.C. shall state:
The CITY is to provide partial funding for only the First IS Specialist position in the amount of fifty percent (50%) of the total salary and Employee Related Expenses (ERE) of the First IS Specialist position, unless proportionately reduced as delineated above. The CITY shall not provide any funding, salary or ERE for the second IS Specialist position for the position. This share will remain the same should the CITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should COUNTY funding not be available for any reason then the CITY will not be responsible to continue the position or fund the position.

D. Paragraph 3.D. shall state:
The COUNTY is to provide partial funding for the First IS Specialist position in the amount of fifty percent (50%) of the total Salary and ERE of the First IS Specialist position, unless proportionately reduced as delineated above. The COUNTY shall provide funding for the Second IS Specialist position in the amount of one hundred (100%) of total salary and ERE for the Second IS Specialist position.. This share will remain the same even though the CITY may modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should CITY funding not be available for any reason for the First IS Specialist position then the COUNTY and CITY will not be responsible to continue the First IS Specialist position or fund the First IS Specialist position. Should COUNTY funding not be available for any reason for the Second IS Specialist position then the CITY will not be responsible to continue the Second IS Specialist position or fund the Second IS Specialist position.

E. Paragraph 3.E. is added and states:
The Parties understand and agree that Exhibit A (attached) is a true and accurate depiction of the total cost and proportionate share costs for the estimated Fiscal Year 2017. The Parties further assent to the understanding that employee salary and ERE may fluctuate from fiscal year to fiscal year during the duration of this Agreement and this First Amendment, but the Parties mutually agree that the proportionate share responsibility of each Party, as defined above and in Exhibit A shall remain

unchanged from year to year unless modified in writing pursuant to Paragraphs 6 & 7 of the Agreement.

3. All other terms and conditions of the Agreement not specifically amended herein shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date herein before indicated.

COCONINO COUNTY

By: _____
Elizabeth C. Archuleta, Chairwoman
Coconino County Board of Supervisors

ATTEST: _____
Clerk of the Board

CITY OF FLAGSTAFF

By: _____
Coral Evans, Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM AND SUBSTANCE

_____
Hon. Mark Moran
Presiding Superior Court Judge
Coconino County, Arizona

Approved as to form and found to be within power and authority of each respective governing body by its undersigned legal counsel:

_____
Deputy County Attorney
Attorney for Coconino County

_____
City Attorney

SCHEDULE A

COUNTY WIDE INFORMATION SYSTEM SPECIALISTS

Cost Component Description	FY17 Estimated Annual Cost
IS Specialist Positions (two full time equivalent positions)	
1st IS Specialist Position City Share 50/100	$39,655.71
1st IS Specialist Position County Share 50/100	$39,655.71
Total	**$79,311.42**
2nd IS Specialist Position City Share 0/100	$0.00
2nd IS Specialist Position County Share 100/100	$65,954.87
Total	**$65,954.87**

The above monetary figures are reflective of the current cost associated with the original position and the anticipated costs of the additional position based on the City of Flagstaff's current pay plan. The estimates are subject to pay increases and pay reductions in accordance with the City of Flagstaff compensation adjustments.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jessica Cortes, Court Administrator
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-35: A resolution approving amendment number two to the Intergovernmental Agreement (IGA) for interpreter and interpreter coordination between the City of Flagstaff and Coconino County to add Coconino County Superior Court as a party to this Intergovernmental Agreement and to amend the funding schedule.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-35 by title only
2) City Clerk reads Resolution No. 2023-35 by title only (if approved above)
3) Adopt Resolution No. 2023-35

Executive Summary:

This Intergovernmental Agreement provides interpreter and interpreter coordination of all court interpreting services in Spanish and other languages, as needed for all courts within Coconino County.

Financial Impact:

The requested amendment to the funding schedule is for the City to reduce funding of the Court Interpreter Coordinator position from 50% to 25%, which will offset the cost of increasing the second amendment to the Court IS Specialist IGA.

Policy Impact:

The Court Interpreter Coordinator position is critical in providing Spanish interpreting and the coordination of all court interpreting services in all languages needed, for the courts within Coconino County.

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance - Serve the public by providing high quality customer service.
High Performing Governance - Be an employer of choice through inclusive recruitment & by providing employees with the necessary tools, training, support & compensation.

Has There Been Previous Council Decision on This:

Yes, the original IGA providing for coordination of all in-court interpreting services in Spanish and other languages as needed was adopted on March 20, 2001. The first amendment to this IGA in 2010, modified the funding creating an equal split between the City of Flagstaff and Coconino County.

Attachments: Res. 2023-35
IGA -Interpreter Amendment Number Two
IGA - Interpreter Coordinator

RESOLUTION NO. 2023-35

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY SUPERIOR COURT, COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR INTERPRETER AND INTERPRETER COORDINATION

RECITALS:

WHEREAS, the Coconino County Superior Court, Coconino County and City of Flagstaff desire to enter into an intergovernmental agreement for Interpreter and Interpreter Coordination; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, it is the intent and desire of the PARTIES hereto to provide for uniform and consistent professional interpreter and interpreter coordination services in the Courts to the greatest extent possible under the laws of the State of Arizona; and

WHEREAS, the CITY Flagstaff Municipal Court is seeking coordinated Court Interpreter Services with the Coconino County Superior Court.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County Superior Court, Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of June 2023.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA Interpreter and Interpreter Coordination Addendum

SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
by and between
City of Flagstaff and Coconino County
regarding the

INTERPRETER AND INTERPRETER COORDINATION

AMENDMENT NUMBER TWO

This Second Amendment to the Intergovernmental Agreement (hereinafter this "Second Amendment/Addendum") is made this _____ day of _____, 2023,

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, with offices at 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County"),

AND

CITY OF FLAGSTAFF, an Arizona municipal corporation, with offices at 211 West Aspen Street, Flagstaff, Arizona 86001 (hereinafter the "City"),

RECITALS:

WHEREAS, the County and the City entered into the Intergovernmental Agreement regarding the Interpreter and Interpreter Coordination commencing on the 20th day of March, 2001 (hereinafter "Intergovernmental Agreement"); and

WHEREAS, the Intergovernmental Agreement provides coordination of all in-court interpreting services in Spanish and other languages as needed; and

WHEREAS, the First Amendment/Addendum to the Intergovernmental Agreement provided for a modification in funding, creating an equal split; and

WHEREAS, this Second Amendment/Addendum to the Intergovernmental Agreement is for the purpose of adding Coconino County Superior Court as a party to this Intergovernmental Agreement and amending the funding to provide for an amended funding structure, and

A. The parties wish to amend the First Amendment/Addendum, a copy of which is attached hereto as Exhibit "1" and which is and has been amended by the parties, in order to provide for a reallocation of percentages for funding as more fully set forth below; and

B. The parties seek to implement this Second Amendment/Addendum in accordance with the procedures in Paragraphs 6 & 7 of the original Intergovernmental Agreement.

AGREEMENT:

THEREFORE, in mutual consideration of the benefits attending to all Parties:

1. The Intergovernmental Agreement is amended as follows:

   A. The parties hereby incorporate by reference the above stated Recitals.

   B. The following party is added to this Intergovernmental Agreement: SUPERIOR COURT OF COCONINO COUNTY, Judicial branch of the State of Arizona, with office at 200 North San Francisco Street, Flagstaff, Arizona 86001, (hereinafter the "Court").

Paragraph 3.B. shall state:

> The CITY is to provide partial funding in the amount of 25% of total salary and Employee Related Expenses (ERE) for the Interpreter position. This percentage will remain the same should the CITY modify its salary structure; provide for salary increases or decreases for any reason; or provide merit, overtime, incentive, or any other type of compensation or benefit. Should COUNTY funding not be available for any reason, the CITY will not be responsible to continue the position or fund the position.

C. Paragraph 3.C. shall state:

> The COUNTY is to provide partial funding in the amount of 75% of total salary and Employee Related Expenses (ERE) for the Interpreter position. This percentage will remain the same even though the CITY may modify its salary structure; provide for salary increases or decreases for any reason; or provide merit, overtime, incentive, or any other type of compensation or benefit. Should CITY funding not be available or should the CITY eliminate the position for any reason, the COUNTY will not be responsible to continue funding the position.

D. Paragraph 10 is added to the Agreement as follows:

> Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available, or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by any of the Parties or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to any of the Parties or any other agency of the State of Arizona in the event this provision is exercised, and neither any of the Parties nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

E. Paragraph 11 is added to the Agreement as follows:

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by each of the Parties at reasonable times. Upon request, any Party shall produce the original of any or all such records at the offices of the requesting the Party.

F. Paragraph 12 is added to the Agreement as follows:

Each Party shall comply with Executive Orders No. 2023-01, and 2009-9, which mandate that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

G. Paragraph 13 is added to the Agreement as follows:

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

Each Party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.") A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the Agreement. Each Party retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the other Parties or subcontractor is complying with the warranty hereunder.

H. Paragraph 14 is added to the Agreement as follows:

This Agreement shall be construed in accordance the laws of the State of Arizona.

I. Paragraph 15 is added to the Agreement as follows:

To the extent applicable, each Party warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01, et. seq., and will refrain from any such boycott for the duration of the Agreement.

J. Paragraph 1(A) of the Agreement is amended as follows:

The term of the Agreement shall be valid through June 30, 2033, if not terminated earlier by any of the Parties pursuant to the provisions hereof.

K. Paragraph 16 is added to the Agreement as follows:
The Parties further certify that they shall comply with A.R.S. § 35-394, regarding the use of the forced labor of ethnic Uyghurs, as applicable.

2. All other terms and conditions of the original Intergovernmental Agreement not specifically amended herein shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment/Addendum to be executed by their duly authorized officers the day and date first above written.

CITY OF FLAGSTAFF

By_____
Beck Daggett, Mayor

ATTEST:

_____
City Clerk

Approved as to form and within the powers and authority of the City:

_____
City Attorney

COCONINO COUNTY

By_____
Patrice Horstman
Chairman, Board of Supervisors

ATTEST:

_____
Deputy Clerk

Approved as to form and within the powers and authority of the County:

_____
Deputy County Attorney

COCONINO COUNTY SUPERIOR COURT

_____

APPROVED AS TO FORM AND SUBSTANCE:

_____
Dan Slayton, Presiding Judge
Coconino County Superior Court

4-2-01
Agenda item #33

INTERGOVERNMENTAL AGREEMENT

by and between

City of Flagstaff and Coconino County

regarding the

INTERPRETER AND INTERPRETER COORDINATION

THIS INTERGOVERNMENTAL AGREEMENT, dated this 20th day of March, 2001, by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona (hereinafter "CITY"), and COCONINO COUNTY, a political subdivision of the State of Arizona (hereinafter "COUNTY"), witnesses as follows:

RECITALS:

WHEREAS, Section 11-952 of the Arizona Revised Statutes authorizes the various political subdivisions of the State to enter into agreements providing for the joint exercise of their respective governmental powers for the public benefit; and

WHEREAS, CITY staffs and operates a limited jurisdiction, non-record Court, to wit: The Flagstaff Municipal Court (hereinafter "Municipal Court"); and

WHEREAS, COUNTY staffs and operates limited jurisdiction, non-record Courts, to wit: The Justice of the Peace Courts, one precinct of which is located within the corporate limits of CITY (hereinafter "Flagstaff Justice Court"); and

WHEREAS, COUNTY staffs and operates a general jurisdiction, Court of record, to wit: The Coconino County Superior Court, which is located within the corporate limits of CITY (hereinafter "Superior Court"); and

WHEREAS, Arizona State Constitution at Art. VI § 1 dictates all judicial power be vested in an integrated judicial department, and at Art. VI § 3 that the Supreme Court shall have administrative supervision over all courts of the State, and that Administrative Order 93-30 IIIA stipulates that the Presiding Judge of the County shall exercise administrative supervision over all the courts in the county, including Justice and Municipal Courts, and that Administrative Order 95-45 mandates uniform education standards and policies for all the courts; and

WHEREAS, the Municipal Court, Flagstaff Justice Court and the Superior Court (hereinafter collectively the "Courts") share commonalities in practice and procedure in many areas including interpreting, automation, court rules, court procedures, appellate procedure, case management, collections, probation, and other business and judicial practices; and

WHEREAS, the CITY and the COUNTY have entered into a previous Intergovernmental Agreement to provide for the consolidated administration of Courts within the County; and

WHEREAS, it is the intent and desire of the parties hereto to provide for uniform and consistent professional interpreting services in the Courts to the greatest extent possible under the laws of the State of Arizona.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. TERM.

A. The initial term of the Agreement shall be from the date hereof, until terminated by either party hereto pursuant to the provisions hereof.

B. In recognition of and deference to the budgeting needs and obligations of the parties hereto, any party wishing to terminate the provisions of this Agreement shall provide written notice to the other not later than the first day of February of the calendar year in which such termination shall take effect. No such termination shall take effect until the first day of July following the provision of such notice.

2. UNIFIED IMPLEMENTATION OF COURTROOM INTERPRETING.

A. CITY shall provide a court interpreter (hereinafter "Interpreter") for the Courts within the COUNTY to provide in-court Spanish interpreting for all hearings and events held within the Courts; and shall provide coordination of all in-court interpreting services in Spanish and other languages as needed. Coordination shall consist of maintaining schedules for Spanish interpreting and maintaining a list of available languages and interpreters to be called on as needed and provide clearing house services for those languages which are not commonly used and may need special research in finding appropriate interpreters.

B. CITY shall provide facilities space for the Interpreter and work with the Courts in providing automation equipment and other resources as necessary to fulfill the requirements of the position. The Interpreter will be a regular employee of the Flagstaff Municipal Court, the CITY shall retain this individual as an employee of the CITY pursuant to all applicable employment requirements of the CITY. Direct supervisory responsibility for the Interpreter will belong to the Deputy Court Administrator - Municipal Court.

C. The County Court Administrative Team (made up the Deputy Court Administrator - Municipal Court, Deputy Court Administrator - Justice Courts and the County Court Administrator) shall supervise the operations associated with the Interpreter and maintain a schedule of interpreting services made available to the Courts within the County.

D. This Agreement authorizes the Courts to work together in developing cooperative efforts in providing profession Spanish and other language interpretation for the Courts and to coordinate activities, procedures, policies, schedules, personnel, and other matters to effectively bring about this end.

3. FUNDING.

A. Although a CITY position the Interpreter is to be partially funded by the CITY and partially funded by the COUNTY as delineated below. Percentages of funding will not be changed unless agreed to in writing by the parties to this Agreement.

B. The CITY is to provide partial funding in the amount of 60.6% of total salary and Employee Related Expenses (ERE) for the Interpreter position. This percentage will remain the same should the CITY modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should COUNTY funding not be available for any reason then the CITY will not be responsible to continue the position or fund the position.

C. The COUNTY is to provide partial funding in the amount of 39.4% of total salary and ERE for the Interpreter position. This percentage will remain the same even though the CITY may modify its salary structure, provide for salary increases or decreases for any reason or provide merit, overtime, incentive or any other type of compensation or benefit. Should CITY funding not be available or if the CITY eliminates the position for any reason then the COUNTY will not be responsible to continue funding the position.

4. THE COURTS TO RETAIN SEPARATE IDENTITIES.

Notwithstanding the provision of the Agreement, each of the Courts shall, at all times, retain its separate, legal identity. The personnel of each court shall remain under the supervisory control and respective responsibilities of each personnel system as structured and maintained in each Court.

5. FUTURE CONSIDERATIONS.

This Agreement shall not limit future considerations of cooperation and consolidation of Courts between the CITY and COUNTY in regard to shared facilities, unified personnel systems, traffic school contracts or any other aspect of administration or Court operations.

6. APPROVAL OF PRESIDING JUDGE REQUIRED.

Notwithstanding any of the provisions of this Agreement, it shall be of no force and effect until and unless approved by the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Coconino.

7. AMENDMENTS; INTEGRATION.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof. All amendments or modifications of the Agreement shall be in writing and approved by the Coconino County Board of Supervisors, the Flagstaff City Council, legal counsel for both such Board and City Council and the Presiding Judge of the Superior Court of the State of Arizona in and for the County of Coconino.

8. DISPUTE RESOLUTION.

If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, if required under A.R.S. § 12-1518, litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212)949-6490, www.cpradr.org, with the exception of the mediator selected provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision is not intended to constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiations or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

9. STATUTORY REQUIREMENT OF CANCELLATION FOR CONFLICT OF INTEREST.

This Agreement may be cancelled for conflict of interest in accordance with the requirements of Section 38-511 of the Arizona Revised Statutes.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the day and date first above written.

ATTEST:

City Clerk

City of Flagstaff

Joseph C. Donaldson, Mayor

ATTEST:

Deputy Clerk of the Board

Coconino County

Paul Babbitt, Jr., Chair
Board of Supervisors

APPROVED AS TO FORM:

City Attorney

Deputy County Attorney

APPROVED AS TO FORM AND SUBSTANCE:

H. Jeffrey Coker, Presiding Judge
Coconino County Superior Court

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David McIntire, Community Investment Director

Date: 06/15/2023

Meeting Date: 06/20/2023

TITLE:

Consideration and Adoption of Ordinance No. 2023-14: An ordinance of the City Council of the City of Flagstaff authorizing the acquisition of real property for the Lone Tree Overpass Project; providing for delegation of authority, subsequent City Council approvals, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the June 20, 2023 Council Meeting:

1) Read Ordinance No. 2023-14 by title only for the first time
2) City Clerk reads Ordinance No. 2023-14 by title only (if approved above)

At the July 3, 2023 Council Meeting:

3) Read Ordinance No. 2023-14 by title only for the final time
4) City Clerk reads Ordinance No. 2023-14 by title only (if approved above)
5) Adopt Ordinance No. 2023-14

Executive Summary:

In 2021, City Council passed Ordinance 2021-15, authorizing the acquisition of portions or all of properties needed for the Lone Tree Overpass Project. As design has progressed it has been determined that additional parcels will also be impacted. This ordinance is supplemental to Ordinance 2021-15, and authorizes the City to acquire the needed real property to complete the Lone Tree Overpass Project.

Financial Impact:

Costs of these acquisitions are not yet known. Funds for this will come from the funding provided for this project by Proposition 420 which established a tax and dedicated the use of the revenues for costs associated with this project.

Policy Impact:

There is no policy impact.

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

Priority Based Budget Key Community Priorities and Objectives

Sustainable, Innovative Infrastructure

Regional Plan

Goal T.I. Improve mobility and access throughout the region.

Has There Been Previous Council Decision on This:

Yes, Ordinance 2021-15 was approved in June of 2021, and authorized the acquisition of real property for this project previously. Further evolution of the design has identified additional acquisitions that are required to complete the project and this new ordinance is supplemental to the original.

Background/History:

In November of Flagstaff voters passed Proposition 420, to establish a local transaction privilege tax rate for 20 years to pay for the Lone Tree Overpass Project. That project continues to progress and the design now shows impacts on parcels that were not included in the original acquisition ordinance in 2021. This ordinance will authorize the City to work to acquire the necessary rights to complete the project.

Attachments: Ord. 2023-14
Exhibit A to Ordinance
Exhibit B to Ordinance

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR THE LONE TREE OVERPASS PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, SUBSEQUENT COUNCIL APPROVALS, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Article VII, Section 5 of the Flagstaff City Charter provides that the City acquire real property by ordinance; and

WHEREAS, the City of Flagstaff desires to acquire certain real property for the Lone Tree Overpass Project; and

WHEREAS, in November, 2018 Flagstaff voters passed Proposition 420, to establish a 0.23% local transaction privilege tax (sales) tax rate for a 20 year period, on the gross revenues derived from engaging in business activities within the city of Flagstaff, and dedicating use of the revenues to pay for the costs of a Lone Tree Railroad Overpass from Butler Avenue to Route 66, along with related pedestrian, bicycle, and street connections ("Lone Tree Overpass Project"); and

WHEREAS, the City of Flagstaff has programmed funding for the Lone Tree Overpass Project in its 5-year Capital Improvement Program; and

WHEREAS, the City Council has approved a contract with Ames Construction, Inc., a Minnesota corporation, which includes an option for property acquisition services for the Lone Tree Overpass Project ("agent"); and

WHEREAS, the City Council has previously approved Ordinance 2021-15 which authorized the acquisition of all or part of parcels associated with the Lone Tree Overpass Project, and further design has identified additional parcels that could be impacted which created the need for a supplemental ordinance.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General

The City of Flagstaff shall acquire any portion or all of the real property for the Lone Tree Overpass Project as generally described in Exhibit A and located as shown in Exhibit B, and per the civil engineering plans approved by the City Engineer ('the Properties").

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, City Engineer, Real Estate

Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the Properties and to carry out the purpose and intent of this ordinance, and to acquire the Properties through purchase, exchange, gift, donation, or dedication.

SECTION 3. Subsequent Council Approvals.

The City Council may approve any condemnation necessary for public use, including site access, by resolution referencing this ordinance, and including a legal description and map of the properties sought to be condemned, which resolution shall be immediately effective.

Any purchase contract for a Property of $50,000 or more is subject to City Council approval at a future council meeting.

Any deed or other transfer of real property acquired pursuant to this ordinance will be presented to the City Council at a future council meeting for formal acceptance.

SECTION 4. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 5. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of July, 2023.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – List of properties and legal descriptions – all or a portion to be acquired
Exhibit B – Map

EXHIBIT A

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-22	All or a portion of Coconino County Assessor Parcel Number: 104-01-101	BNSF RAILWAY COMPANY

Legal Description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A portion of Cottage Avenue, as abandoned by City of Flagstaff by Ordinance No. 1197, recorded in Docket 878, Page 657, records of Coconino County Arizona, which is bounded on the West by the Northerly prolongation of the West line of Block 30, BANNEN ADDITION, revised plat, office of the Coconino County Recorder; and bounded on the East by the Northerly prolongation of the West line of the Easement described in Docket 829, Page 896 through 905, records of Coconino County, Arizona.

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-22 Cont.	All or a portion of Coconino County Assessor Parcel Number: 104-04-012A	BNSF RAILWAY COMPANY

Legal Description:

That portion of the BNSF Railway (formerly Atchison, Topeka and Santa Fe Railway) Station Grounds lying within the Northeast quarter of Section 22, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 4, Parcel 12A;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-012D;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-010;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-011C;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-011D;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-013A;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-013B;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-013C;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-014.

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-22 Cont.	All or a portion of Coconino County Assessor Parcel Number: 104-04-010	BNSF RAILWAY COMPANY

Legal Description:

A portion of the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, depicted as Assessors Parcel No: 104-04-010 and comprising a portion of the following described parcel as conveyed to the Atlantic & Pacific Railroad Company by deed recorded in Book 2 of Deeds, Page 279, records of Coconino County, Arizona:

Commencing at a point where the West line of said quarter Section intersects the South line of Cottage Avenue in Brannen Addition to said town of Flagstaff, as shown on a printed map made by Wayne H. Wilder, No. 606, running thence in an Easterly direction along the South line of said Cottage Avenue, until the same intersects the East line of said quarter section;

Thence North along the East line of said quarter section to the North line of said quarter section;

Thence West along the North line of said quarter section to the West line thereof;

Thence South along said West line to the Place of Beginning.

SAVING AND EXCEPTING Blocks numbered 32 and 33 in said Brannen Addition, also the Streets and Avenues adjacent and surrounding said Blocks

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-22 Cont.	All or a portion of Coconino County Assessor Parcel Number: 104-04-013B	BNSF RAILWAY COMPANY

Legal Description:

That portion of the BNSF Railway (formerly Atchison, Topeka and Santa Fe Railway) Station Grounds lying within the Northeast quarter of Section 22, Township 21 North, Range 7 East, Gila & Salt River Base and Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 4, Parcel 13B;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-012A;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-012D;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-010;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-011C;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-011D;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-013A;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-013C;

EXCEPT any portion depicted as Assessors Parcel No. 104-04-014.

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-22 Cont.	All or a portion of Coconino County Assessor Parcel Number: 104-01-094	BNSF RAILWAY COMPANY

Legal Description:

A portion of the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, depicted as Assessors Parcel No: 104-01-094 and comprising a portion of the following described parcel as conveyed to the Atlantic & Pacific Railroad Company by deed recorded in Book 2 of Deeds, Page 279, records of Coconino County, Arizona:

Commencing at a point where the West line of said quarter Section intersects the South line of Cottage Avenue in Brannen Addition to said town of Flagstaff, as shown on a printed map made by Wayne H. Wilder, No. 606, running thence in an Easterly direction along the South line of said Cottage Avenue, until the same intersects the East line of said quarter section;

Thence North along the East line of said quarter section to the North line of said quarter section;

Thence West along the North line of said quarter section to the West line thereof;

Thence South along said West line to the Place of Beginning.

SAVING AND EXCEPTING Blocks numbered 32 and 33 in said Brannen Addition, also the Streets and Avenues adjacent and surrounding said Blocks.

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-22 Cont.	All or a portion of Coconino County Assessor Parcel Number: 104-01-096A	BNSF RAILWAY COMPANY

Legal Description:

That portion of the Northeast quarter of the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, depicted by Assessor's Parcel No: 104-01-096A also described as Railroad Parcel 701-6-19B-9 excepting therefrom that portion conveyed to the City of Flagstaff in Docket 1442, Page 754, and comprising a portion of the following described parcel as conveyed to the Atlantic & Pacific Railroad Company by Deed recorded in Book 2 of Deeds, Page 279, records of Coconino County, Arizona:

Commencing at a point where the West line of said quarter Section intersects the South line of Cottage Avenue in Brannen Addition to said town of Flagstaff, as shown on a printed map made by Wayne H. Wilder, No. 606, running thence in an Easterly direction along the South line of said Cottage Avenue, until the same intersects the East line of said quarter section;

Thence North along the East line of said quarter section to the North line of said quarter section;

Thence West along the North line of said quarter section to the West line thereof;

Thence South along said West line to the Place of Beginning.

SAVING AND EXCEPTING Blocks numbered 32 and 33 in said Brannen Addition, also the Streets and Avenues adjacent and surrounding said Blocks.

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FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-32	All or a portion of Coconino County Assessor Parcel Number: 104-19-117A	City of Flagstaff

Legal Description:

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-25	All or a portion of Coconino County Assessor Parcel Number: 104-01-013A	Dreams Really Do Come True

Legal Description:

THENCE North 00° 58’ 54” West, a distance of 1,472.40 feet to the Northwest corner of Lot 1 of said Block 18 of the BRANNEN ADDITION;

THENCE South 89° 01’ 39” West, a distance of 160.00 feet to the Northwest corner of Lot 12 of said Block 18, being a found ½ inch rebar;

THENCE South 00° 50’ 15” East along the Westerly boundary of said Lots 11 and 12 of Block 18, a distance of 70.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 00° 50’ 15” East along the Westerly boundary of said Lot 11, a distance of 30.01 feet to the Southwest corner of said Lot 11;

THENCE North 89° 01’ 39” East along the Southerly boundary of said Lot 11, a distance of 14.00 feet;

THENCE North 00° 50’ 15” West, a distance of 29.99 feet;

THENCE South 89° 07’ 42” West, a distance of 14.00 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

A parcel of land situated in the Northwest quarter of Section 22, Township 22 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, being a portion of the alley in Block 18, BRANNEN ADDITION TO THE CITY OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 1 of Maps, Page 12, records of Coconino County, Arizona, described as follows:

BEGINNING at the Northeast lot corner of Lot 12, Block 18 of said BRANNEN ADDITION, said point being on the South right-of-way line of Butler Avenue as created by instrument recorded in Docket 238, Page 634, records of Coconino County, Arizona;

THENCE North 89° 04’ 38” East, along said South right-of-way line, a distance of 20.00 feet, more or less, to a Northwest corner of that property described in instrument recorded in Docket 1213, Page 21, records of Coconino County, Arizona;

THENCE South 00° 23’ 17” East, along a Westerly boundary of said property described in Docket 1213, Page 21, a distance of 100.28 feet to the Southwest corner (erroneously described of record as the Northwest corner) of Lot 2, Block 18 of said BRANNEN ADDITION;

THENCE South 89° 20’ 19” West, a distance of 20.13 feet to the Southeast corner of Lot 11, Block 18 of said BRANNEN ADDITION;

THENCE North 00° 55’ 12” East, along the East lot lines of said Lots 11 and 12, a distance of 100.00 feet to the POINT OF BEGINNING;

EXCEPT the Northerly 12.5 feet thereof.

PARCEL NO. 1:

Lots 11 and 12, Block 18, BRANNEN ADDITION TO THE CITY OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 1 of Maps, Page 12, records of Coconino County, Arizona;

EXCEPT:

BEGINNING at the Northwest corner of said Lot 12;

THENCE North 89° 22' 25" East (C) along the Southerly right-of-way line of Butler Avenue, a distance of 140.00 feet (C) to the Northeast corner of said Lot 12 (basis of bearing is the centerline of the existing Butler Avenue right-of-way South 40° 45' 08" East between Agassiz Street and O'Leary Street as shown on the Clay Avenue-Butler Avenue Realignment Map of Dedication dated November 21, 1985, recorded in Case 4, Map 95, records of Coconino County, Arizona);

THENCE South 00° 39' 17" East (C) along the Easterly line of said Lot 12, a distance of 15.00 feet (C);

THENCE South 89° 22' 25" West (C) along a line parallel to the North line of Lot 12, a distance of 111.02 feet (C);

THENCE South 44° 23' 27" West (C), a distance of 21.22 feet (C);

THENCE South 00° 35' 32" East (C) along a line parallel to the East right-of-way line of Elden Street, a distance of 40.00 feet (C);

THENCE South 89° 22' 25" West (C), a distance of 14.00 feet (C) to a point on the Easterly right-of-way line of Elden Street, said point also being on the Westerly line of said Lot 11;

THENCE North 00° 35' 32" West (C) along said East right-of-way line of Elden Street, a distance of 70.00 feet (C) to the POINT OF BEGINNING;

AND EXCEPT:

A portion of Lot 11, Block 18, BRANNEN ADDITION TO THE CITY OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 1 of Maps, Page 12, records of Coconino County, Arizona, lying in the Northwest quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING for reference at the Northwest corner of said Section 22, being a USBLM brass cap, from whence the Southwest corner of said Section 22, being a 5/8 inch rebar in pavement bears South 00° 51' 03" East, 5,274.56 feet (measured) basis of bearings;

THENCE South 00° 30' 40" East, 2,650.42 feet to the West quarter corner of said Section 22, monumented by a 40-penny nail in concrete scribed "E1/4 XXI";

THENCE North 89° 18' 35" East along the East0West midsection line of said Section 22, a distance of 976.69 feet to a 5/8 inch rebar at the Southeast corner of Tract "X" of the Revised Plat of WASHINGTON ADDITION TO THE CITY OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 2 of Maps, Page 2, records of Coconino County, Arizona;

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-26	All or a portion of Coconino County Assessor Parcel Number: 104-19-118A	Alliance Bank

Legal Description:

Parcel No.1:
Lot 118, Aspen Place at the Sawmill, according to plat recorded in Instrument No. 3438431, and amended Plat recorded in Instrument No. 3583171, records of Coconino County, Arizona;

EXCEPT all oil, gas and other minerals, as granted in Deed recorded in Docket 164, Page 405, records of Coconino County, Arizona;

AND EXCEPT that portion of the Northwest Quarter of Section 22, Township 21 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona:

That portion of Lot 118, Amended Final Subdivision Plat for Aspen Place at the Sawmill, Instrument 3583171, dated December 21, 2010, Coconino County Records, lying Northerly of the following described line:

COMMENCING at the Northernmost Northeast corner of said Lot 118, from whence the Southernmost Northeast corner of said Lot 118 lies South 46°27'22" East a distance of 35.17 feet along the Northeasterly line of said Lot 118, per said Instrument 3583171;

Thence along said Northeasterly line, and the Westerly Right of Way line of Windsor Lane, South 46°27'22" East a distance of 4.22 feet to a line parallel with and 3.00 feet Southerly of the Northerly line of said Lot 118, and the POINT OF BEGINNING of the line;

Thence leaving said Northeasterly line along said parallel line the following courses:
South 88°14'47" West a distance of 60.81 feet;
South 88°57'22" West a distance of 68.72 feet;
Thence leaving said parallel line, North 66°01'02" West a distance of 7.09 feet to said Northerly line, and the Terminus of the line.

Parcel No.2:
A non-exclusive easement for ingress and egress and parking, as created by Amended and Restated Access and Parking Easement Agreement recorded October 20, 2010 in Instrument No. 3577481, records of Coconino County, Arizona.

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-27	All or a portion of Coconino County Assessor Parcel Number: 104-19-119	RPT Aspen Place

Legal Description:

PARCEL NO. 1:

Lots 119 and 121, ASPEN PLACE AT THE SAWMILL, as shown on the plat thereof, record in Instrument Number 3438431, and the amended final plat thereof, record in Instrument Number, 3583171, records of Coconino County, Arizona;

Except all oil, gas, and minerals as granted in Deed recorded in Docket 164, Page 405, records of Coconino County, Arizona.

PARCEL NO. 2:

A non-exclusive easement for ingress, egress and parking, as created by Amended and Restated Access and Parking Easement Agreement recorded in Instrument No. 3577481, and Amended in Instrument No. 3724734, records of Coconino County, Arizona.

PARCEL NO. 3:

A non-exclusive easement for ingress, egress and parking, as created by Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions recorded in Instrument No. 3676744, and Amended in Instrument No. 3686961, records of Coconino County, Arizona.

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-28	All or a portion of Coconino County Assessor Parcel Number: 104-19-121	RPT Aspen Place

Legal Description:

PARCEL NO. 1:

Lots 119 and 121, ASPEN PLACE AT THE SAWMILL, as shown on the plat thereof, record in Instrument Number 3438431, and the amended final plat thereof, record in Instrument Number, 3583171, records of Coconino County, Arizona;

Except all oil, gas, and minerals as granted in Deed recorded in Docket 164, Page 405, records of Coconino County, Arizona.

PARCEL NO. 2:

A non-exclusive easement for ingress, egress and parking, as created by Amended and Restated Access and Parking Easement Agreement recorded in Instrument No. 3577481, and Amended in Instrument No. 3724734, records of Coconino County, Arizona.

PARCEL NO. 3:

A non-exclusive easement for ingress, egress and parking, as created by Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions recorded in Instrument No. 3676744, and Amended in Instrument No. 3686961, records of Coconino County, Arizona.

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-30	All or a portion of Coconino County Assessor Parcel Number: 104-02-095A	Franklin Duplex LLC

Legal Description:

Lot 10, Block 15, Revised Plat of WASHINGTON ADDITION TO THE CITY OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 2 of Maps, Page 2, records of Coconino County, Arizona;

EXCEPTING THEREFROM that portion of said Lot 10, Block 15, Revised Plat of WASHINGTON ADDITION TO THE CITY OF FLAGSTAFF, more particularly described as follows:

COMMENCING for reference at the intersection of the centerline of Franklin Avenue and O'Leary Street;

THENCE North 89° 52' 49" East, along the centerline of Franklin Avenue, a distance of 184.58 feet (Basis of Bearing is per previous Survey recorded in Book 20 of Surveys, Page 58, records of Coconino County, Arizona);

THENCE North 00° 07' 11" West, a distance of 25.00 feet to the Southwest corner of said Lot 10;

THENCE North 00° 03' 58" East, along the West line of Lot 10, a distance of 47.75 feet to the TRUE POINT OF BEGINNING of this description;

THENCE continuing North 00° 03' 58" East, a distance of 2.00 feet to the Northwest corner of Lot 10, which is the Southwest corner of Lot 9;

THENCE North 89° 43' 39" East, along the line between Lots 9 and 10, a distance of 45.25 feet;

THENCE South 00° 20' 33" West, a distance of 1.32 feet;

THENCE North 88° 09' 21" West, a distance of 8.96 feet;

THENCE South 00° 00' 00" East, a distance of 1.05 feet;

THENCE South 89° 43' 39" West, a distance of 36.28 feet to the TRUE POINT OF BEGINNING.

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-31	All or a portion of Coconino County Assessor Parcel Number: 104-02-065	Calvano Surviving Settlors Trust

Legal Description:

The Easterly 140 feet of Lots 1 and 2, Block B, of Revised Plat of WASHINGTON ADDITION TO THE CITY OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 2 of Maps, Page 2, records of Coconino County, Arizona;

EXCEPT the Westerly 70 feet thereof.

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-29	All or a portion of Coconino County Assessor Parcel Number: 104-19-132	Campus Crest

Legal Description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Tract A, ASPEN PLACT AT THE SAWMILL, as shown on the amended final plat thereof, recorded in Instrument No. 3583171, records of Coconino County Arizona;

EXCEPT all oil, gas and minerals as granted in Deed recorded in Docket 164, Page 405, records of Coconino County, Arizona.

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-33	All or a portion of Coconino County Assessor Parcel Number: 104-08-011A	City of Flagstaff

Legal Description:

FLAGSTAFF Parcel No.	Assessor's Parcel Number and Legal Description	Owner
LT-34	All or a portion of Coconino County Assessor Parcel Number: 104-01-074A	Ray Jackson, Bobbie Jackson, Emma Jackson, Henry Jackson

Legal Description:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

The North 20 feet of Lot 5 and all of Lots 6 and 7, Block 30, BRANNEN ADDITION TO THE CITY OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 1 of Maps, Page 12, records of Coconino County, Arizona.

EXCEPT all oil, gas and other minerals, in, on or under or which may be produced from said land, as conveyed to Southwest Lumber Mills, Inc., an Arizona corporation, by Deed recorded December 5, 1960, in Docket 164, Page 405, records of Coconino County, Arizona.

PARCEL NO. 2:

A portion of Cottage Avenue, as abandoned by City of Flagstaff by Ordinance No. 1197, which is bounded on the West by the Northerly prolongation of the West line of the North-South alley abandoned by City of Flagstaff Resolution No. 1082 and bounded on the East by the Northerly prolongation of the West line of the Easement described in Docket 829, Page 896 through 899, records of Coconino County, Arizona.

EXHIBIT B – Maps of Impacted Parcels




LT34
Jackson
104-01-074A
LT25
Dreams Really Do
Come True
104-01-013A
LT26
Alliance Bank
104-01-118A
LT28
Aspen Place
104-19-119, 121
LT30
Franklin Duplex
104-02-095A
LT29
Campus Crest
104-19-132, 137
LT31
Calvano Trust
104-02-065
E BRANNEN AVE
E BUTLER AVE
E ASHURST AVE
E FRANKLIN AVE
E CHURCHILL DR
E KENSINGTON
E JACKSON DR
E SAWMILL RD
S O'LEARY ST
S ELDEN ST
S COLORADO ST
S GABEL ST
S REGENT ST
S WINDSOR LN
S LONE TREE RD
S FOUNTAINE ST
10401013A
10419118A
10419119
10419117A
10419121
10419163
10419164
10419165
10419166
10419001A
10419061A
10402095A
10402065

12. J.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Ordinance No. 2023-17: An ordinance of the City Council of the City of Flagstaff, abandoning approximately 5,140 square feet of public right-of-way connecting to the north side of West Route 66, providing for sale of such property, delegation of authority, recording, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the June 20th, 2023 Council Meeting:
1) Read Ordinance No. 2023-17 by title only for the first time
2) City Clerk reads Ordinance No. 2023-17 by title only (if approved above)
At the July 3rd, 2023 Council Meeting:
3) Read Ordinance No. 2023-17 by title only for the final time
2) City Clerk reads Ordinance No. 2023-17 by title only (if approved above)
5) Adopt Ordinance No. 2023-17

Executive Summary:

Flagstaff Hotels, LLC owns three parcels, two of which (County Assessor parcel numbers: 112-04-009E and 112-04-002P) are bisected by a 20-foot Right-of-Way (ROW) dedicated to the public in the Amended Plat of Coconino West as recorded at case 2 map 68 of the records of the Coconino County Recorder, generally located at 1400 W. Route 66. The ROW is unimproved except for the placement of public utilities within the corridor. The property owner has submitted a Site Plan application to develop a hotel utilizing the parcels. As a condition of approval, the property owner is requesting the City of Flagstaff abandon the unimproved ROW insofar as it bisects the two parcels, approximately 5,140 square feet. If abandoned, per statutory procedures for abandonment, the City may convey for fair market value the abandoned ROW to Flagstaff Hotels, LLC while reserving a 26-foot wide public utility easement (PUE) for existing utility infrastructure and proposed water infrastructure required for the development.

On May 10, 2023, The Planning and Zoning Commission recommended abandonment based on the City Staff report findings that the abandonment is consistent with the General Plan, Zoning Code, any applicable Specific Plan, and all applicable Utilities and Public Works Division standards. City Staff prepared the attached report presented to the Planning and Zoning Commission in which it recommends abandonment of the ROW with the following condition:

1. A new PUE should be recorded concurrently with the abandonment of the ROW.

For Council consideration, Staff recommends selling the property to the adjacent owner, in the event it submits a minimum bid of $4.97/sqft, or a total minimum bid of $25,578.

City staff also considered whether the ROW should be retained for the Flagstaff Urban Trail System (FUTS). However, reserving the ROW for a trail use was not deemed necessary as bicyclists may travel along W. Kaibab Lane to S. Thompson Street or S. Woodlands Village Blvd. to access Route 66 at a signalized crossing.

Financial Impact:

The City Charter requires property to be sold at public auction. State law provides that if the property is sold, the City is to receive "an amount …commensurate with the value of the abandoned roadway. " City Council may consider "fragmentation and marketability and any other public benefit received" in return in determining the amount of consideration., per A.R.S. § 28-7208. Pursuant to A.R.S. § 28-7204 an abutting property owner's timely offer shall be preferred over all other offers.

City staff has not obtained an appraisal of the property proposed for abandonment, but has prepared an estimate of value based on the following factors:

1. The 2018 sales price of the adjacent properties establishes a $19.14/SQFT price
2. A downward adjustment of 50% is made to account for the impact in value of the existing utility infrastructure
3. A downward adjustment of 30% is made to account for the fragmentation of the ROW. Its marketability is limited to assemblage purposes.
4. An upward adjustment of 30% is made to account for the increase in property values over the last five (5) years.

Based on these factors, Staff recommends selling the property, setting a minimum bid price of $4.97/SQFT for a total minimum bid price of $25,578 for the abandoned ROW.

Policy Impact:

None.

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

Priority Based Budget Key Community Priorities and Objectives

Livable Community - Provide amenities and activities that support a healthy lifestyle.

Regional Plan

Goal T.1. Improve mobility and access throughout the region.
Goal T.2. Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Approve abandonment, and minimum bid price of $3.82/SqFt (Recommended)
2. Approve abandonment, but with different minimum bid price or direct staff to obtain an appraisal
3. Remand back to Planning and Zoning Commission for further consideration
4. Do not approve abandonment

Attachments: Ord. 2023-17
Ordinance Exhibit A Legal Description
City Staff Report

Presentation

ORDINANCE NO. 2023-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING AN APPROXIMATELY 5,140 SQUARE FEET OF PUBLIC RIGHT-OF-WAY CONNECTING TO THE NORTH SIDE OF WEST ROUTE 66; PROVIDING FOR SALE OF SUCH PROPERTY, DELEGATION OF AUTHORITY, RECORDING, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City has authority to abandon public rights-of-way pursuant to A.R.S. § 28-7201 et seq, and pursuant to the City Code, Title 11, General Plans and Subdivisions, Division 11-20-160, Abandonment or Vacation of Public Right-of-Way; and has authority to dispose of real property pursuant to the Flagstaff City Charter, Article VIII, Section 10; and

WHEREAS, pursuant to A.R.S. § 28-7202 public right-of-way may be abandoned or vacated if it is no longer necessary for a public use; and

WHEREAS, all public utility companies, City divisions and agencies have had the opportunity to review a map of the public right-of-way proposed to be abandoned; and

WHEREAS, the City Engineer in consultation with the Water Services (formerly Utility) Director and Public Works Director, along with the Planning and Zoning Commission have determined that the proposed abandonment is consistent with the General Plan, Zoning Code, and any applicable Specific Plan, and all applicable Division standards, as referenced in the staff report included in the minutes of the May 10, 2023 Planning and Zoning Commission Meeting.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The City Council hereby finds that approximately 5,140 square feet of public right-of-way connecting to the north side of West Route 66, and legally described in Exhibit A attached hereto ("the Property") is no longer necessary for public use, and is hereby abandoned as public right-of-way.

The Property shall be noticed for sale and such notice of sale shall be published one time per week for three weeks prior to the opening of bids pursuant to Article 8, Section 10, of the Flagstaff City Charter.

Pursuant to A.R.S. § 28-7204 an abutting property owner's timely offer shall be preferred over all other offers.

The Property shall be offered for sale for a minimum bid of $25,578.00, and if an abutting property owner submits a responsible and responsive bid for that amount, the Property may be sold by Quit Claim Deed to said bidder, subject to all easements of record and reserving or dedicating a public utility easement within the Property limits.

If no bids are received, then for a two-year period the City Manager may, subject to Council approval, enter into an agreement to sell the Property for an amount reasonably consistent with an appraisal without further notice and bid process.

The City Council shall have the right to reject any and all bids received for the Property.

SECTION 2. Delegation of Authority

The Mayor, City Manager, City Attorney, City Clerk, Procurement Director, Community Development Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the Property Interests and to carry out the purpose and intent of this ordinance.

The Community Development Director is authorized to execute a Purchase and Sale Agreement in an amount less than $50,000.00, in a form approved by the City Attorney.

SECTION 3. Recording.

The City Clerk is directed to record a copy of this ordinance.

SECTION 4. Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 6. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 7. Effective Date.

Pursuant to A.R.S. § 28-7213 this ordinance shall become effective when recorded in the office of the Coconino County Recorder, which shall be at least thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff, this 3rd day of July, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachment: Exhibit A Legal description and map

Description of Proposed Abandonment

RCC – Records of Coconino County,
IN = Instrument Number
###/### = Reference Deed

(r1): Amended Plat of Coconino West as recorded at Case 2 Map 68, RCC
(r2): Plat recorded at Book 10 Page 69, RCC
(r3): Plat recorded at IN3494771, RCC
(r4): Deed recorded at IN3821571, RCC, all made a part hereof by this reference.

A parcel of land, being situate in Section 20, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona and being more particularly described as follows:

BEGINNING at northwest corner of Parcel No. 2, (r4), also being the northwest corner of "Parcel C" per (r2) and (r3);

thence S 41°30'05" W, along the west line of Parcel No. 2 (r4), a distance of 156.44';

thence S 02°20'48" E, along the west line of Parcel No. 2 (r4), a distance of 97.46', to the north line of State Route 66;

thence S 88°19'19" W, along said north line, a distance of 20.00';

thence N 02°20'48" W, along the east line of Parcel No. 1 (r4), a distance of 105.27';

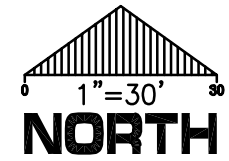
thence N 41°30'05" E, along the east line of Parcel No. 1 (r4), a distance of 154.25';

thence S 75°37'12" E, a distance of 22.47', back to the POINT OF BEGINNING.

Said parcel contains 0.118 acres, more or less and subject to existing easements and encumbrances.



Martin H. Martin, LS
1612 N. Transwestern Pump Rd., Bellemont, AZ 86015
928-853-2298 Cell martinlandsurveys@gmail.com



APN 112-04-002M
Thompson
IN 3304783

S76°23'18"E
21.90'

APN 112-04-009H
Flagstaff Mission
Tabernacle
IN 3304783

POINT OF BEGINNING
FOR DESCRIPTION.

PROPOSED
ABANDONMENT AREA

N41°44'26"E 154.25'

S41°30'05"W 156.44'

APN 112-04-002P
Flagstaff Hotels, LLC
IN 3821571

APN 112-04-009E
Flagstaff Hotels, LLC
IN 3821571

N02°20'48"W 105.27'

S02°20'48"E 97.46'

S88°19'19"W
20.00'

Highway 66

NOTES:

RCC = RECORDS OF
COCONINO COUNTY

IN = INSTRUMENT NUMBER

THIS EXHIBIT BASED ON PLAT
RECORDED AT INSTRUMENT
NUMBER 3494771, RCC,
MADE A PART HEREOF BY
THIS REFERENCE.

AREA OF ABANDONMENT IS
0.118 ACRES.



Sketch of Proposed
Abandonment Area
being a portion of Section 20
T21N R7E G&SRM
Coconino County – AZ

Exhibit "B"
C.O.F. File Number PZ21-00139

DWG: 22077_Abandon_01.dwg

MARTIN LAND SURVEYS
1612 N. TW Pump Rd. Bellemont, Az 86015 (928)853-2298
Date: Oct. 13, 2022 Job No. 22077

CITY ENGINEER AND REAL ESTATE REPORT
RIGHT-OF-WAY ABANDONMENT

DATE: **May 4, 2023**
MEETING DATE: **May 10, 2023**
REPORT BY: **Bryce Doty**

REQUEST:

Flagstaff Hotels, LLC owns three parcels, two of which (county assessor parcel numbers: 112-04-009E and 112-04-002P) are bisected by a 20-foot Right-of-Way (ROW) dedicated to the public in the Amended Plat of Coconino West as recorded at case 2 map 68 of Coconino County Recorders, generally located at 1400 W. Route 66. The ROW is unimproved except for the placement of public utilities within the corridor. The property owner has submitted a Site Plan application to develop a hotel utilizing the parcels. As a condition of approval, the property owner is requesting the City of Flagstaff abandon the unimproved ROW insofar as it bisects the two parcels, approximately 5,140 square feet. If abandoned, per statutory procedures for abandonment, the City may convey the abandoned ROW to Flagstaff Hotels, LLC while reserving a 26-foot wide public utility easement (PUE) for existing utility infrastructure and proposed water infrastructure required for the development. **Prior to taking any abandonment requests to City Council, the Planning Commission must make a recommendation pursuant to City Code Title 11-20.160.020.D.**

STAFF RECOMMENDATION:

City Staff recommends that the commission, in accordance with the findings, forward the request to abandon approximately 5,140 square feet of ROW between county assessor parcel numbers 112-04-009E and 112-04-002P, while reserving a public utility easement for existing and future utilities, to the City Council with a recommendation of approval with the following condition:

1. The PUE should be recorded concurrently with the abandonment of the ROW.

PRESENT LAND USE:

Existing sewer, electric, and natural gas utilities

PROPOSED LAND USE:

If the public right of way is abandoned, and the adjacent property owner acquires it, then the abandoned public right of way will be incorporated in the hotel development. the development.

NEIGHBORHOOD DEVELOPMENT:

North: Existing Place of Worship, Highway Commercial (HC) zone; Vacant parcel, HC zone
East: Existing Off-street Parking Lot, HC zone
South: W Route 66
West: Vacant parcel, HC zone

FINDINGS

Evaluation Criteria	Response	Impact if ROW is abandoned
Existing Public Use	Existing sewer infrastructure; it does not provide access to any parcels.	Condition of abandonment and Site Plan will require property owner to provide easements for existing uses.
Future Public Use	No plans identified to utilize as ROW. The future development will utilize the area for new water infrastructure.	Condition of abandonment and Site Plan will require property owner to provide easements for existing uses.

Utility Impacts	Existing Unisource and APS infrastructure.	Condition of abandonment and Site Plan will require property owner to provide easements for existing uses.
Restrictions on Abandonment	None identified	None

PROJECT INTRODUCTION/BACKGROUND:

An ALTA title survey indicates that in 1965 the Amended Plat of Coconino West Subdivision dedicated an approximately 20=foot ROW within Tract "A". Tract "A" was subsequently divided into several other parcels. Flagstaff Hotels, LLC approached the City to develop the parcels bisected by the ROW. The approved concept plan utilizes the ROW for private purposes to provide a drive lane and parking for the hotel development.

City Code states: *13-09-001-0008 G. Public utility easements shall be free of all obstructions and shall at all times be accessible to City service vehicles and equipment. No buildings, sport courts, fences, shade structures, or permanent structures of any kind shall be constructed upon, over, or under a water, sewer, or drainage easement. No landscaping shall be placed within an easement which would render the easement inaccessible by equipment. The City of Flagstaff Utilities Division has the right to cause any obstruction to be removed without notice to the property owner and all related costs shall be the property owner's responsibility*.

UTILITY CLEARANCES

APS has existing overhead line infrastructure on the parcel. On October 11, 2022, APS responded with existing utility infrastructure adjacent or within the ROW. Easement needs will be provided to APS by the property owner following abandonment.

On November 2, 2022, Unisource consented to the abandonment provided that the property owner grant an easement following abandonment.

The proposed public utility easement as identified on the site plan will provide the easement needs for the existing and future infrastructure.

FLAGSTAFF REGIONAL PLAN

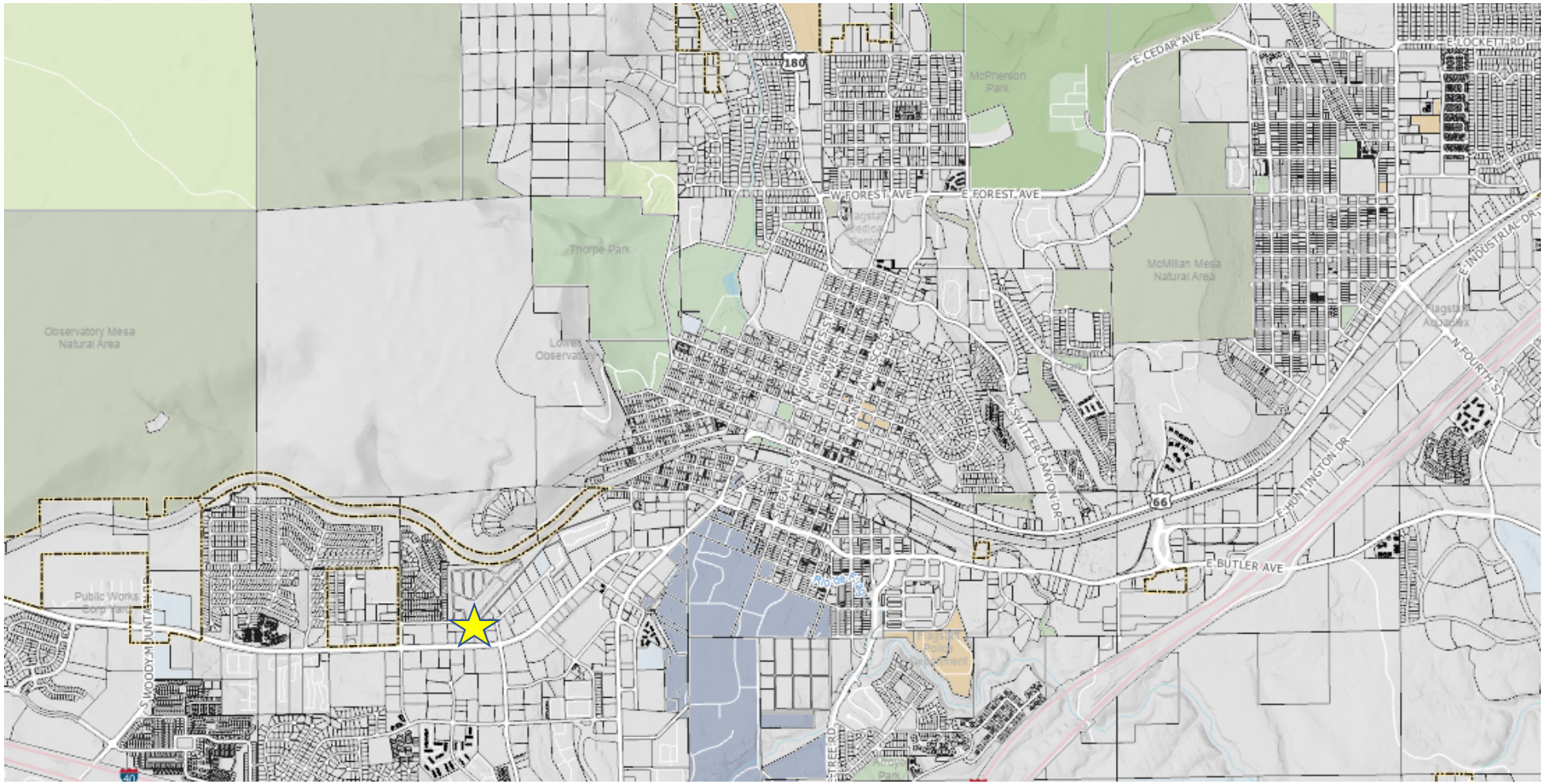
Regional plan does not identify any surface needs for the ROW.

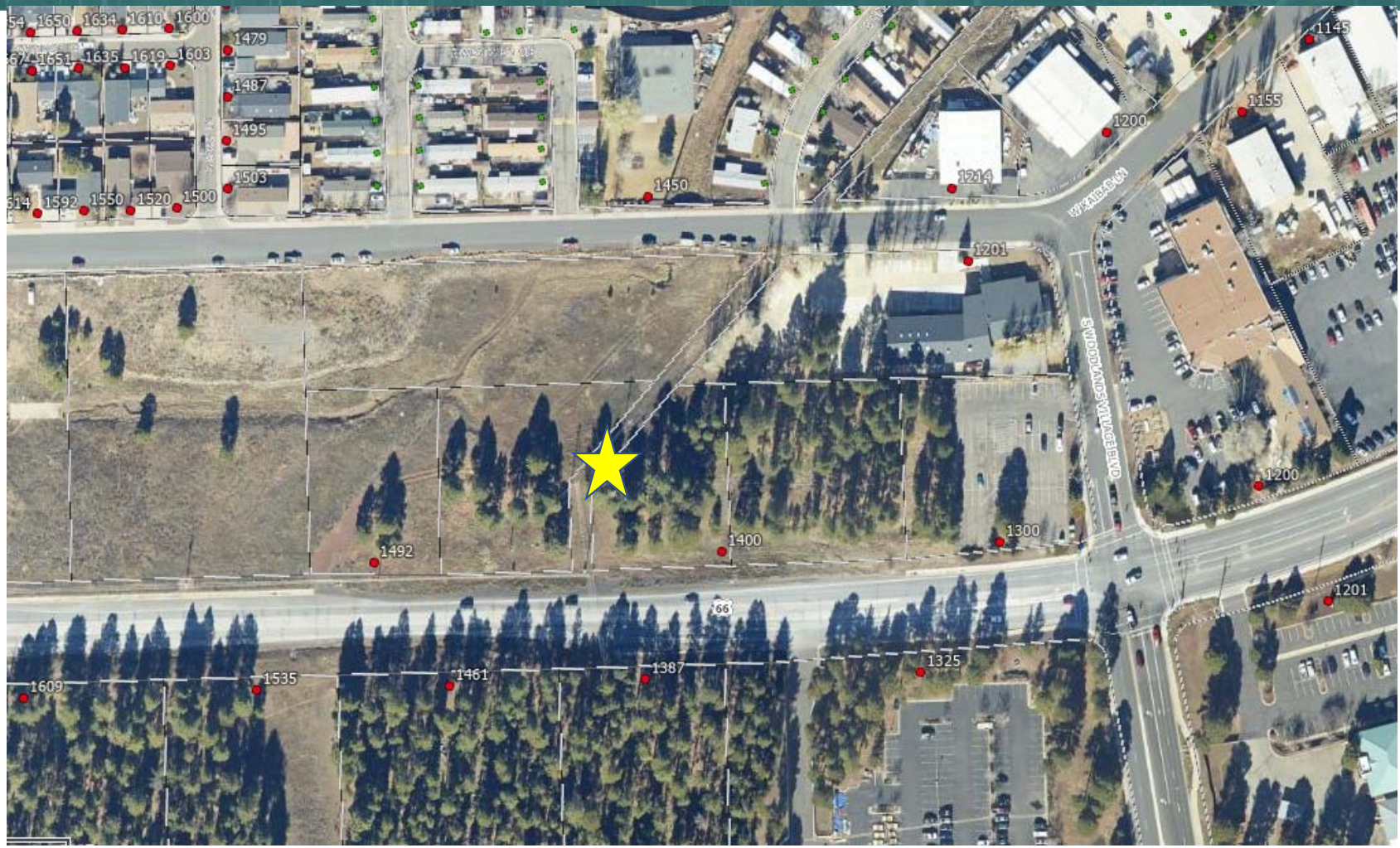
RECOMMENDATION

City Staff recommends abandoning approximately 5,140 square feet of public ROW while reserving a PUE.


Abandonment
Request 1400
Rt. 66
CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882
TEAM FLAGSTAFF
WE MAKE THE
CITY BETTER

Vicinity Map

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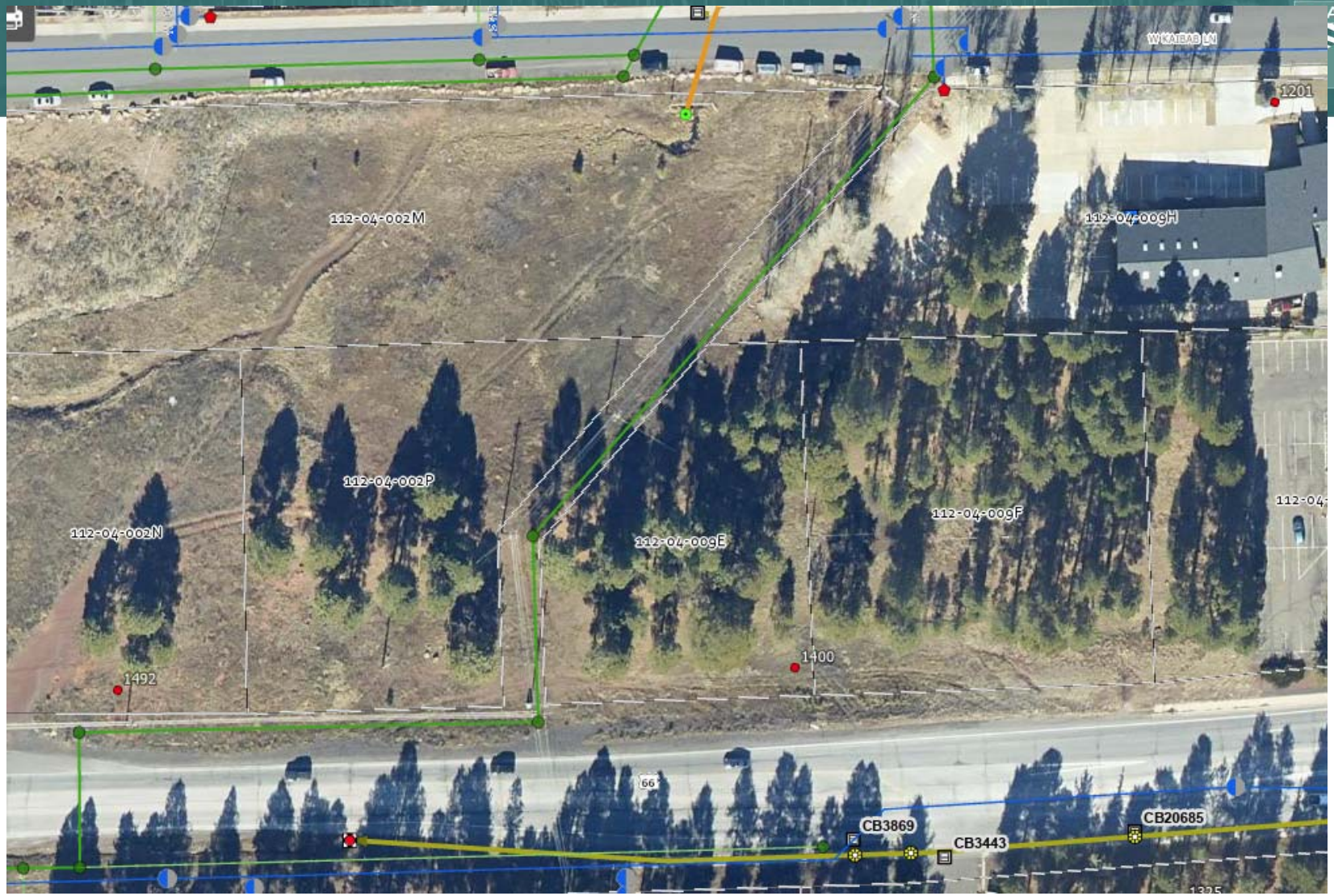
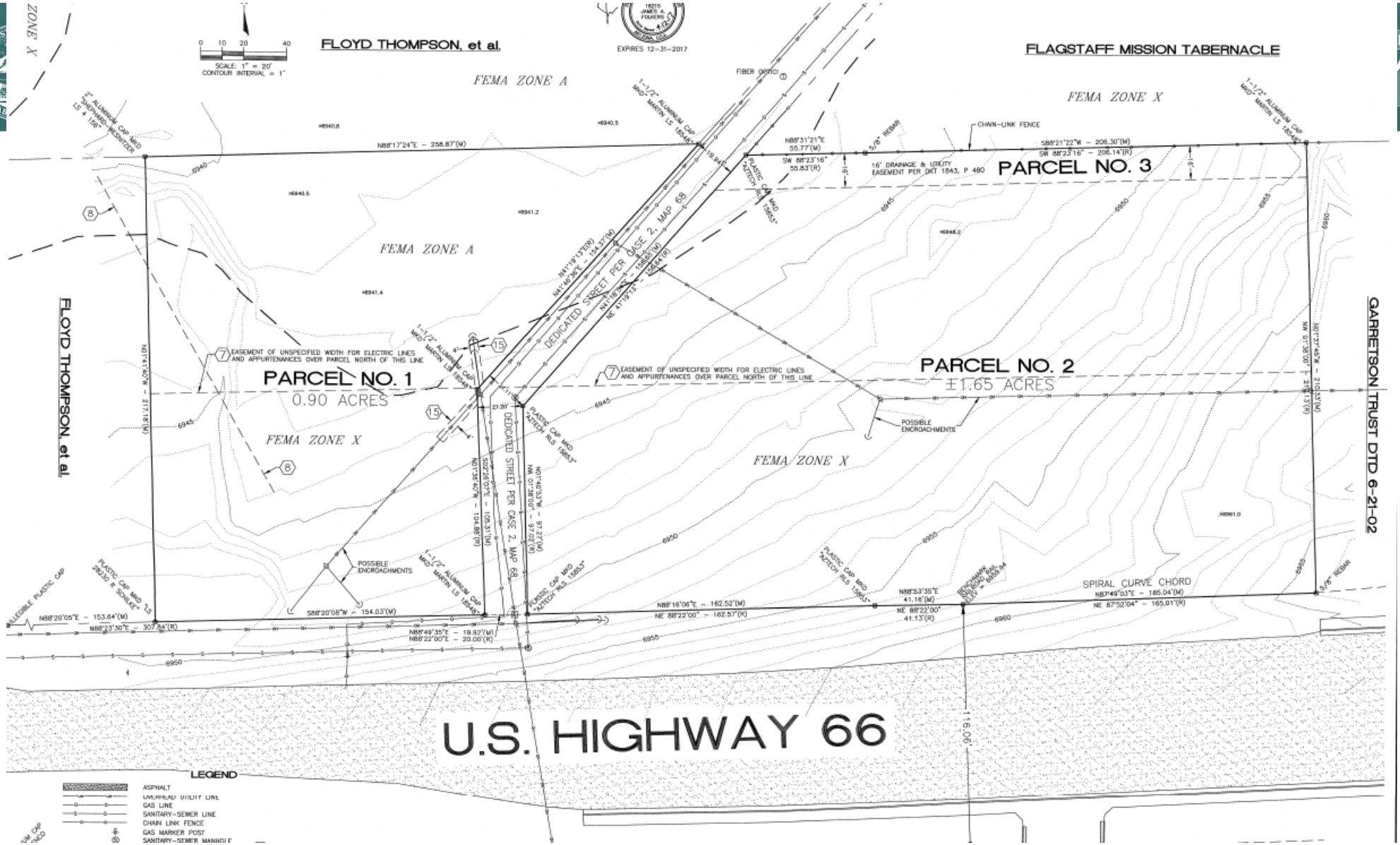
W KIELSON
S WOODLANDS VILLAGE BLVD

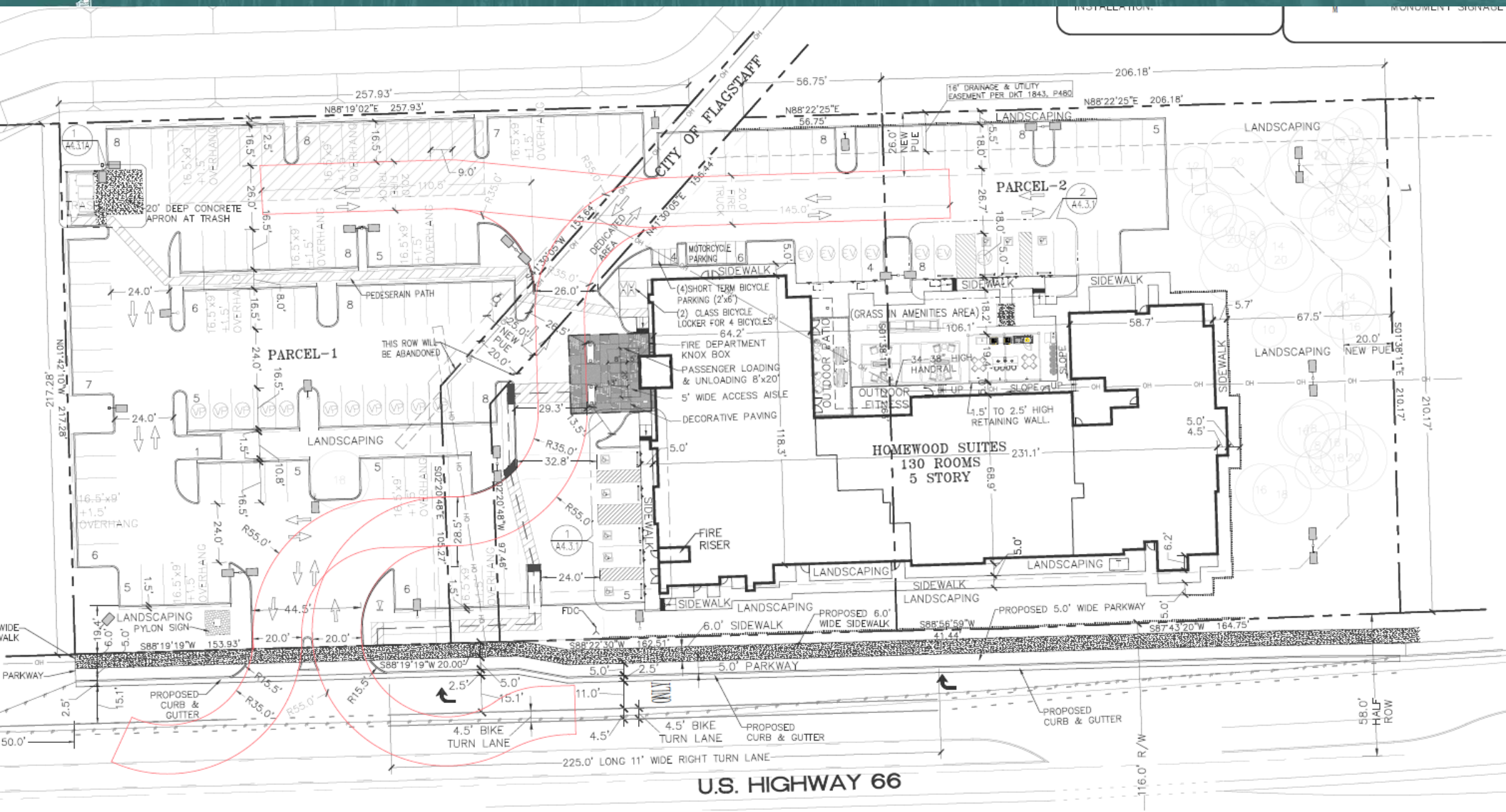

112-04-002M
112-04-009H
1201
112-04-002P
112-04-002N
112-04-009F
112-04-009E
1400
1492
66
CB3869
CB3443
CB20685


W Kaibab Ln
W Kaibab Ln
W Kaibab Ln
W Kaibab Ln
40

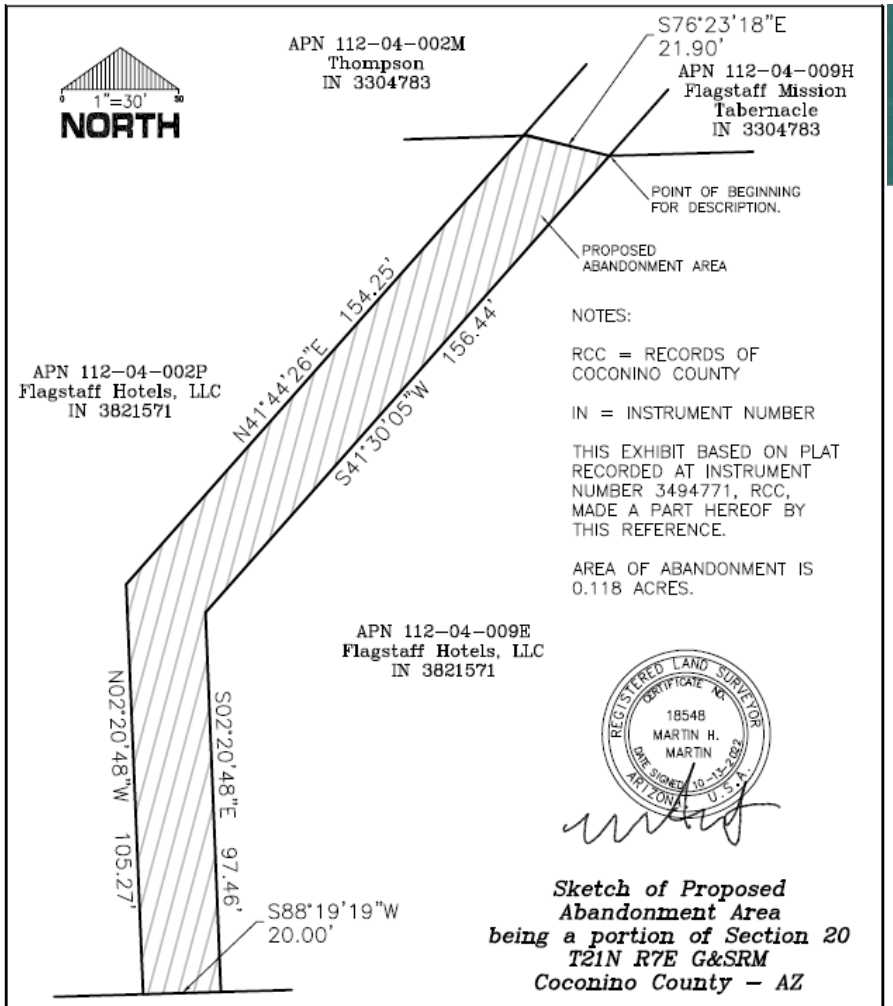

Flagstaff, Arizona
Google Street View
Apr 2023
See more dates
W Kaibab Ln
AZ
Google




FLOYD THOMPSON, et al.
FLAGSTAFF MISSION TABERNACLE
SCALE: 1" = 20'
CONTOUR INTERVAL = 1'
EXPIRES 12-31-2017
FEMA ZONE A
FEMA ZONE X
PARCEL NO. 1
0.90 ACRES
PARCEL NO. 2
±1.65 ACRES
PARCEL NO. 3
DEDICATED STREET PER CASE 2, MAP 68
16' DRAINAGE & UTILITY EASEMENT PER DKT 1843, P 480
EASEMENT OF UNSPECIFIED WIDTH FOR ELECTRIC LINES AND APPURTENANCES OVER PARCEL NORTH OF THIS LINE
POSSIBLE ENCROACHMENTS
CHAIN-LINK FENCE
FIBER OPTIC
FLOYD THOMPSON, et al.
GARRETSON TRUST DTD 6-21-02
U.S. HIGHWAY 66
SPIRAL CURVE CHORD
LEGEND
ASPHALT
OVERHEAD UTILITY LINE
GAS LINE
SANITARY-SEWER LINE
CHAIN LINK FENCE
GAS MARKER POST
SANITARY-SEWER MANHOLE



CITY OF FLAGSTAFF
PARCEL-1
PARCEL-2
HOMEWOOD SUITES
130 ROOMS
5 STORY
20' DEEP CONCRETE APRON AT TRASH
PEDESERAIN PATH
THIS ROW WILL BE ABANDONED
DEDICATED AREA
MOTORCYCLE PARKING
(4)SHORT TERM BICYCLE PARKING (2'x6')
(2) CLASS BICYCLE LOCKER FOR 4 BICYCLES
FIRE DEPARTMENT KNOX BOX
PASSENGER LOADING & UNLOADING 8'x20'
5' WIDE ACCESS AISLE
DECORATIVE PAVING
FIRE RISER
OUTDOOR PATIO
OUTDOOR FITNESS
(GRASS IN AMENITIES AREA)
34-38" HIGH HANDRAIL
1.5' TO 2.5' HIGH RETAINING WALL.
16' DRAINAGE & UTILITY EASEMENT PER DKT 1843, P480
LANDSCAPING
SIDEWALK
LANDSCAPING PYLON SIGN
PROPOSED 6.0' WIDE SIDEWALK
PROPOSED 5.0' WIDE PARKWAY
6.0' SIDEWALK
5.0' PARKWAY
PROPOSED CURB & GUTTER
4.5' BIKE TURN LANE
225.0' LONG 11' WIDE RIGHT TURN LANE
U.S. HIGHWAY 66
116.0' R/W
58.0' HALF ROW


1"=30'
NORTH
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IN 3304783
S76°23'18"E
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20.00'
Highway 66
NOTES:
RCC = RECORDS OF
COCONINO COUNTY
IN = INSTRUMENT NUMBER
THIS EXHIBIT BASED ON PLAT
RECORDED AT INSTRUMENT
NUMBER 3494771, RCC,
MADE A PART HEREOF BY
THIS REFERENCE.
AREA OF ABANDONMENT IS
0.118 ACRES.
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18548
MARTIN H.
MARTIN
DATE SIGNED 10-13-2022
ARIZONA U.S.A.
Sketch of Proposed
Abandonment Area
being a portion of Section 20
T21N R7E G&SRM
Coconino County – AZ
Exhibit "B"
C.O.F. File Number PZ21-00139
DWG: 22077_Abandon_01.dwg
MARTIN LAND SURVEYS
1612 N. TW Pump Rd. Bellemont, Az 86015 (928)853-2298
Date: Oct. 13, 2022
Job No. 22077

12. K.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Zoning Code Manager
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Approval of Preliminary Plat: PZ-21-00126-09, Northern Arizona Healthcare (NAH) Corporation requests Preliminary Plat approval for the NAH Health Village Phase 1 Block Plat located at 1120 W Purple Sage Trail, a proposed mixed-use development subdivision on 172.62 acres in the Estate Residential, Rural Residential, and Single-family Residential zones.

STAFF RECOMMENDED ACTION:

Approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning & Zoning Commission recommendation of approval (5-0 on June 14, 2023).

Executive Summary:

The applicant proposes to develop the Property as the NAH Health Village centered around approximately 1.15 million square feet of Hospital and Medical Offices, with supporting uses including approximately 315 residential dwelling units as part of a mixed-use development, approximately 230,000 square feet of non-residential uses (retail and lodging), approximately 250,000 square feet of Research and Development uses (light manufacturing), and approximately 31.2 acres of designated Open Space and Civic Space reserved for a wellness retreat and Flagstaff Urban Trail System (FUTS) preservation. The Preliminary Block Plat consists of five Blocks, two tracts for future development, and public rights-of-way.

Financial Impact:

No financial impacts are anticipated with the Preliminary Plat.

Policy Impact:

There are no policy impacts anticipated with this Preliminary Plat.

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

Priority Based Budget Key Community Priorities and Objectives

Foster a safe, secure, and healthy community.
Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
Grow and strengthen a more robust, diverse, and resilient economy.

Carbon Neutrality Plan

Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
Encourage vibrancy, appropriate density, and attainability in existing neighborhoods so that more

residents can live within walking distance to their daily needs.
Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient people of all ages.
Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.
Invest in comprehensive and equitable transit.
Increase renewable energy installations and usage in new buildings
Support solar installations on existing residential and commercial buildings.
Encourage new buildings to rely on the electric grid as their main energy source.

Regional Plan

A full Regional Plan analysis was completed in conjunction with the Specific Plan and Concept Zoning Map Amendment reports.

Has There Been Previous Council Decision on This:

The City Council approved a new Specific Plan and a Concept Zoning Map Amendment in support of the proposed subdivision in 2023.

Options and Alternatives:

1. Approve the Preliminary Plat as recommended by staff and the Planning & Zoning Commission.
2. Approve the Preliminary Plat with conditions.
3. Deny the Preliminary Plat based on on-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specification for New Infrastructure.

Background/History:

The applicant, NAH Corporation, is requesting Preliminary Plat approval to allow the subdivision of approximately 172.6 acres into five blocks of land, two tracts for future development, and required right-of-way. The project is currently in the entitlement process with portions of the Property proposed to be rezoned to the Highway Commercial (Block E) and Public Facilities (Blocks A, B, and C) zones as part of the first phase of development. The remaining areas (Block D and Tracts Z and ZZ) are proposed to be rezoned through a separate entitlement case. All blocks and tracts within the proposed Preliminary Plat conform with both the existing zoning requirements as well and the proposed zoning requirements. The plat is intended to be developed in two phases.

The applicant, NAH, is requesting adoption of the Northern Arizona Healthcare Health Village Specific Plan (the “Plan”) to support the future development of approximately 172.6 acres of land for a new regional hospital and ambulatory care center (ACC), surrounded by a Health Village designed as a location for a full range of medical, health, and wellness services mixed with supporting commercial, retail, research, and housing opportunities. This new regional hospital is intended to replace the existing Flagstaff Medical Center (FMC) that has been operating in Flagstaff since 1936. NAH has owned and operated FMC for the past 35 years. FMC currently maintains a 242-bed patient facility and is an Arizona-certified Level 1 Trauma Center. FMC is the only Arizona Level 1 Trauma Center north of Phoenix. The applicant is also requesting rezoning approval to permit the development of the new regional Hospital, ACC, and associated medical offices. The Specific Plan is proposed to be adopted in phases in conjunction with future zoning map amendments.

The Property is bounded by Beulah Boulevard (an existing 2-lane arterial roadway) and I-17 to the east and is partially bisected by Purple Sage Trail which is a private roadway easement that has been improved with asphalt millings. Purple Sage Trail provides access to Fort Tuthill County Park as well as the surrounding residential properties. The Healthcare Village proposes a new circulation system for the planning area including a new arterial roadway that will connect with Woody Mountain Road and two new collector roads. These changes to the arterial and collector transportation system were reviewed at a high level and approved by City Council in a Regional Plan amendment in December 2022. Other

internal roadways will be phased as development occurs within the planning area. Development in the planning area is intended to be phased with the Hospital and affiliated medical uses identified as the priority for the development of the site. Most of the required infrastructure improvements are triggered by this first phase of development.

Key Considerations:

The Property is currently zoned a mix of Estate Residential (ER), Rural Residential (RR), and Single-Family Residential (R1). Density calculations are not applied as this subdivision does not intend to create residential lots. Development is intended to occur either within the larger block or each block will be subdivided further to allow for the intended development. The minimum parcel size within the ER and RR zones is one acre and the minimum parcel size in the R1 zone is 6,000 sq. ft. All blocks and tracts created by this subdivision comply with these standards. Because this is a block plat, individual lot envelopes have not been provided.

A portion of the Property within the proposed subdivision (Blocks A, B, C, and E) is intended to be rezoned to either Public Facilities (PF) or Highway Commercial (HC) within the first phase of development. The remaining land is intended to be rezoned in the second phase of development to either HC or Research and Development (RD). Density standards do not apply to the proposed development in phase 1. Phase 2 includes a mixed-use development which is only limited by the standards of High Occupancy Housing. The PF zone does not have standards for lot size, width, or depth. The HC zone has a minimum lot size of 9,000 square feet with a minimum lot width of 60 feet and lot depth of 100 feet. The RD zone has a minimum lot size of 20,000 square feet with a minimum lot width of 100 and lot depth of 150.

The smallest blocks within the proposed subdivision are Block A (7.1 acres) and Block B (3.1) which are intended to be rezoned to the PF zone and utilized as open space. Block C (20 acres) is also intended to be rezoned to the PF zone but is intended for a civic open space with amenities to serve the hospital patients, staff, and visitors, and also the general public. Block D (15.4 acres) is intended to be rezoned to HC and developed as a mixed-use project with a minimum of 315 mulit-family residential units. Block E (59.1 acres) is also intended to be rezoned to HC to be developed with a new regional hospital and ACC. Tracts Z and ZZ are intended to be rezoned to either Research and Development or Highway Commercial. These two tracts will only be developed once they are adequately served with the infrastructure that is intended to be provided as phase 2 of this development.

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan Goals and Policies review process.

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 of the Subdivision Ordinance as part of the Preliminary Subdivision Plat review process.

Attachments:

Presentation
P&Z Staff Report
Application
NAH Preliminary Plat Part 1
NAH Preliminary Plat Part 2
Off-site improvements
Utility Notification Letters

Approved Engineering Modifications

Preliminary Block Plat
Northern Arizona Healthcare Health Village

City Council| June 20, 2023

Tiffany Antol, AICP | Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Northern Arizona Healthcare Health Village

Northern Arizona Healthcare (NAH) Corporation requests Preliminary Plat approval for the NAH Health Village Phase 1 Block Plat located at 1120 W Purple Sage Trail, a proposed mixed-use development subdivision on 172.62 acres in the Estate Residential, Rural Residential, and Single-family Residential zones.

NAH Health Village Property Context Map

North
Vacant land zoned Single Family Residential (R1) and the unincorporated community of Mountain Dell

South
Fort Tuthill County Park and COF owned utility parcel

West
Rural residential development in the Rural Residential or Estate Residential zones.

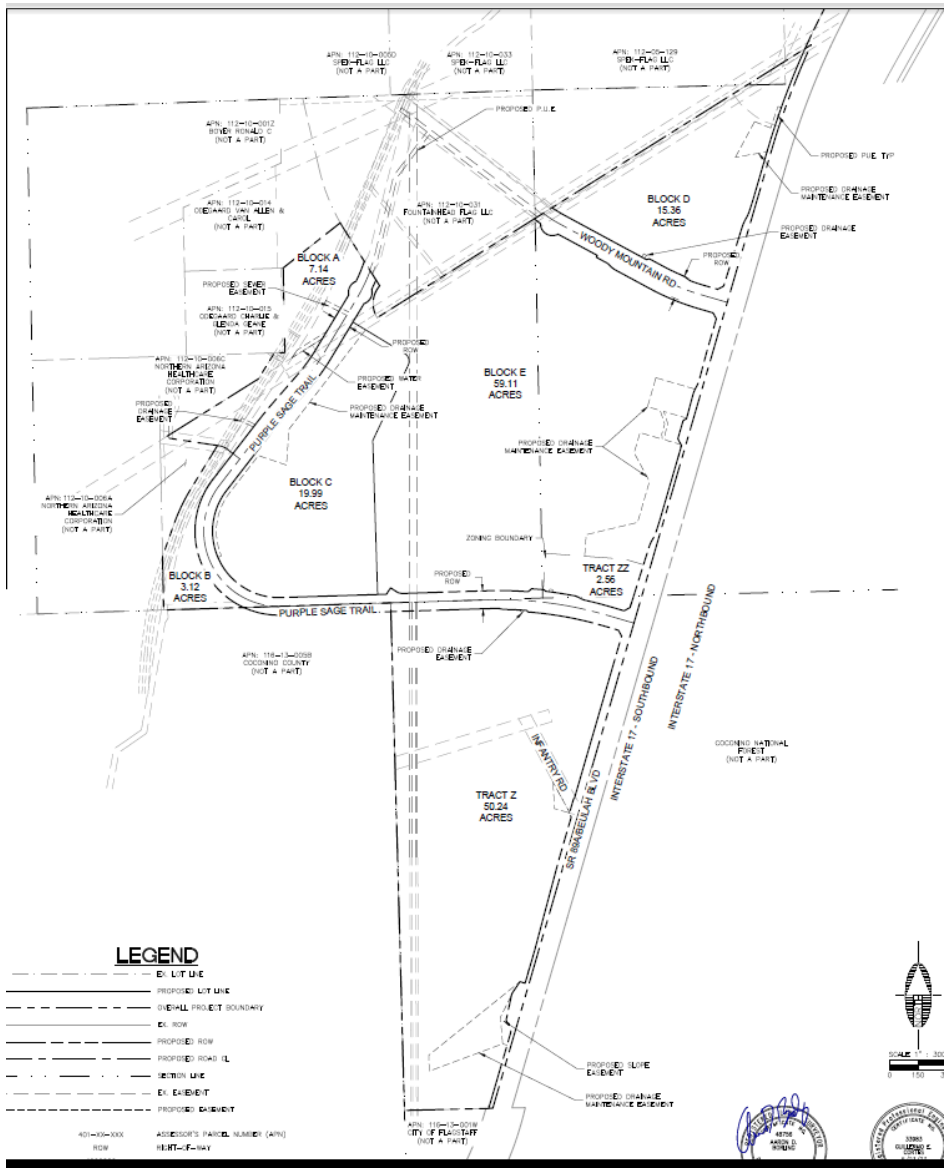
East
Beulah Boulevard; Interstate 17



NAH Health Village Preliminary Block Plat

- The applicant, NAH Corporation, is requesting Preliminary Plat approval to allow the subdivision of approximately 172.6 acres into five blocks of land, two tracts for future development, and required right-of-way.

- All blocks and tracts within the proposed Preliminary Plat conform with both the existing zoning requirements as well and the proposed zoning requirements. The plat is intended to be developed in two phases.



Subdivision Plat Findings

Required Findings

- **The Planning & Zoning Commission shall find the Preliminary Plat meets the requirements of City Code** Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications

Required Finding #1: Zoning Code (Title 10)

Existing Zoning

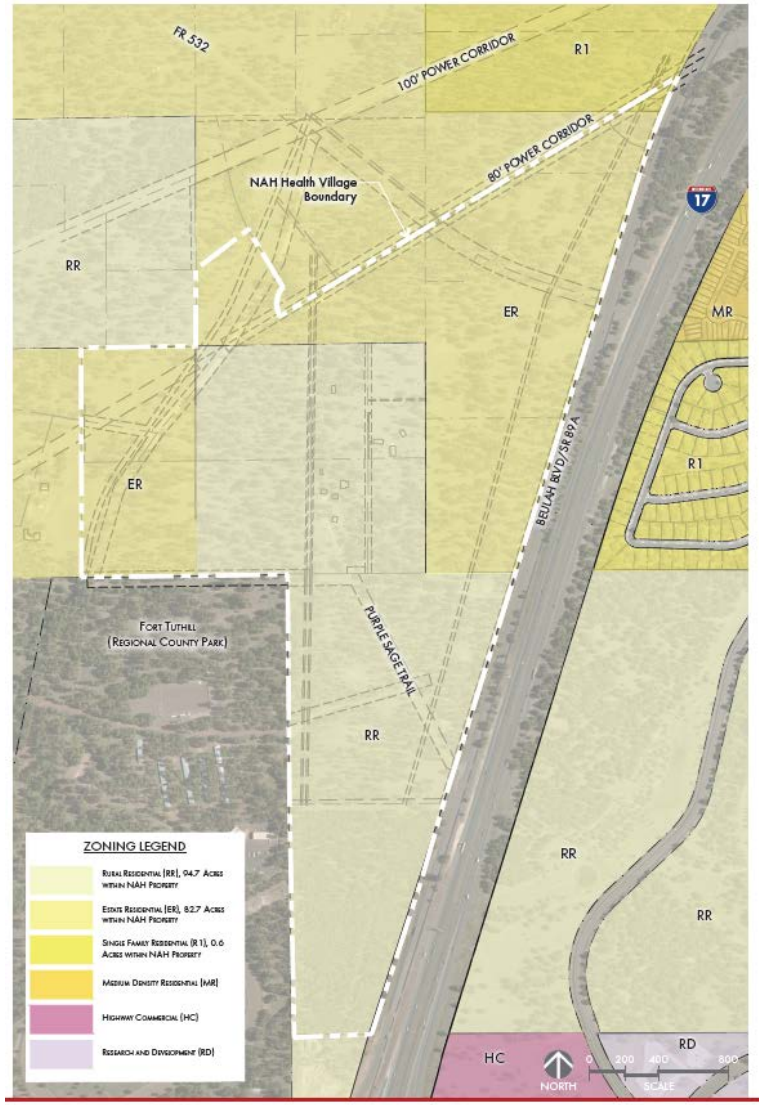
- The Property is currently zoned a mix of Estate Residential (ER), Rural Residential (RR), and Single-Family Residential (R1). Density calculations are not applied as this subdivision does not intend to create residential lots.
- The minimum parcel size within the ER and RR zones is one acre and the minimum parcel size in the R1 zone is 6,000 sq. ft. All blocks and tracts created by this subdivision comply with these standards. Because this is a block plat, individual lot envelopes have not been provided.

Required Finding #1: Zoning Code (Title 10)

Proposed Zoning

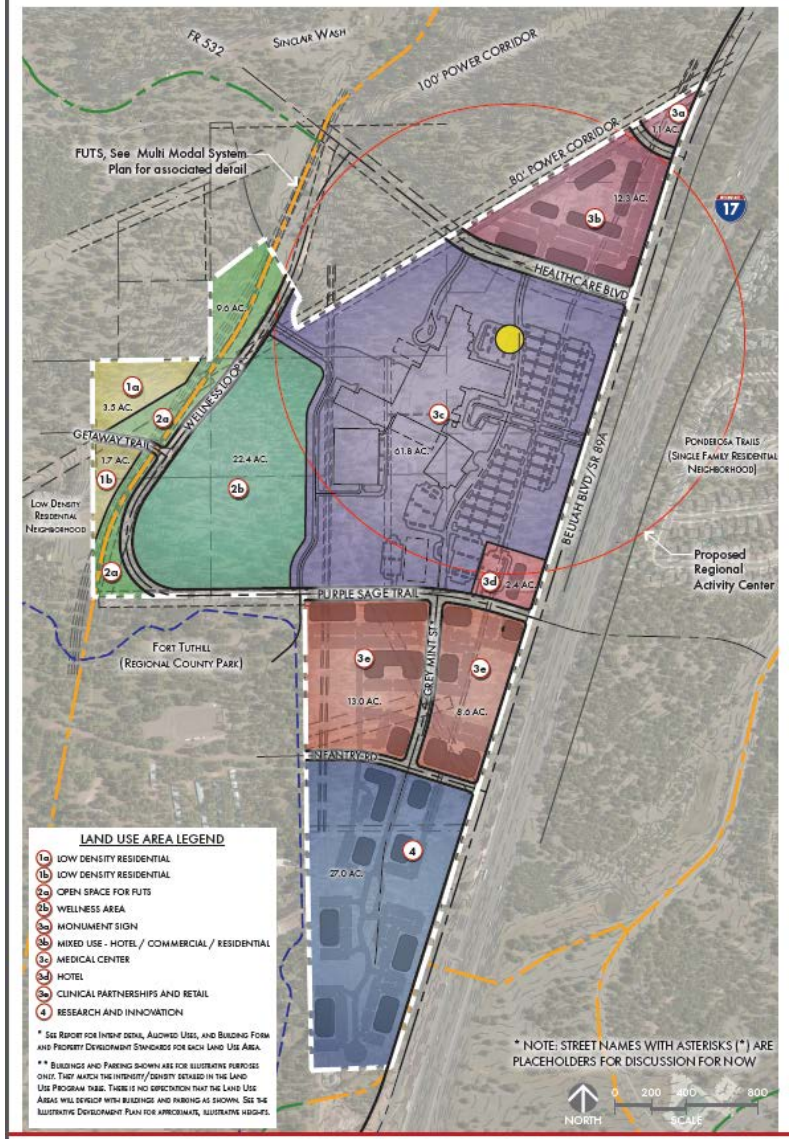
- A portion of the Property within the proposed subdivision (Blocks A, B, C, and E) is intended to be rezoned to either Public Facilities (PF) or Highway Commercial (HC) within the first phase of development. The remaining land is intended to be rezoned in the second phase of development to either HC or Research and Development (RD).
  - The PF zone does not have standards for lot size, width, or depth.
  - The HC zone has a minimum lot size of 9,000 square feet with a minimum lot width of 60 feet and lot depth of 100 feet.
  - The RD zone has a minimum lot size of 20,000 square feet with a minimum lot width of 100 and lot depth of 150.

NAH Phase 1 Concept Plan



NAH HEALTH VILLAGE | EXISTING ZONING
07/30/2021

- 63.18 acres will be rezoned to the Highway Commercial zone (area shown in purple)
- 35.21 acres will be rezoned to the Public Facility zone (area shown in green)
- Of the 14 parcels included in this request, all but three (APN 112-10-036, 112-10-037, and 112-05-125) are currently within the Resource Protection Overlay (RPO). These remaining three parcels will be added to the RPO as part of this request
- The remaining areas will be included in the Phase 2 rezoning



NAH HEALTH VILLAGE | CONCEPT ZONING PLAN - LAND USE
11/08/2021

Resource Protection

- The entire planning area will be in the Resource Protection Overlay.
- There are no floodplain or steep slope resources to preserve within the planning area. The only resource on site are forest resources.
- The Zoning Code requires 30 percent of the tree resources to be saved within both proposed zoning categories.
- A high-level resource protection plan indicates that the proposed development will have little problem attaining this preservation rate.

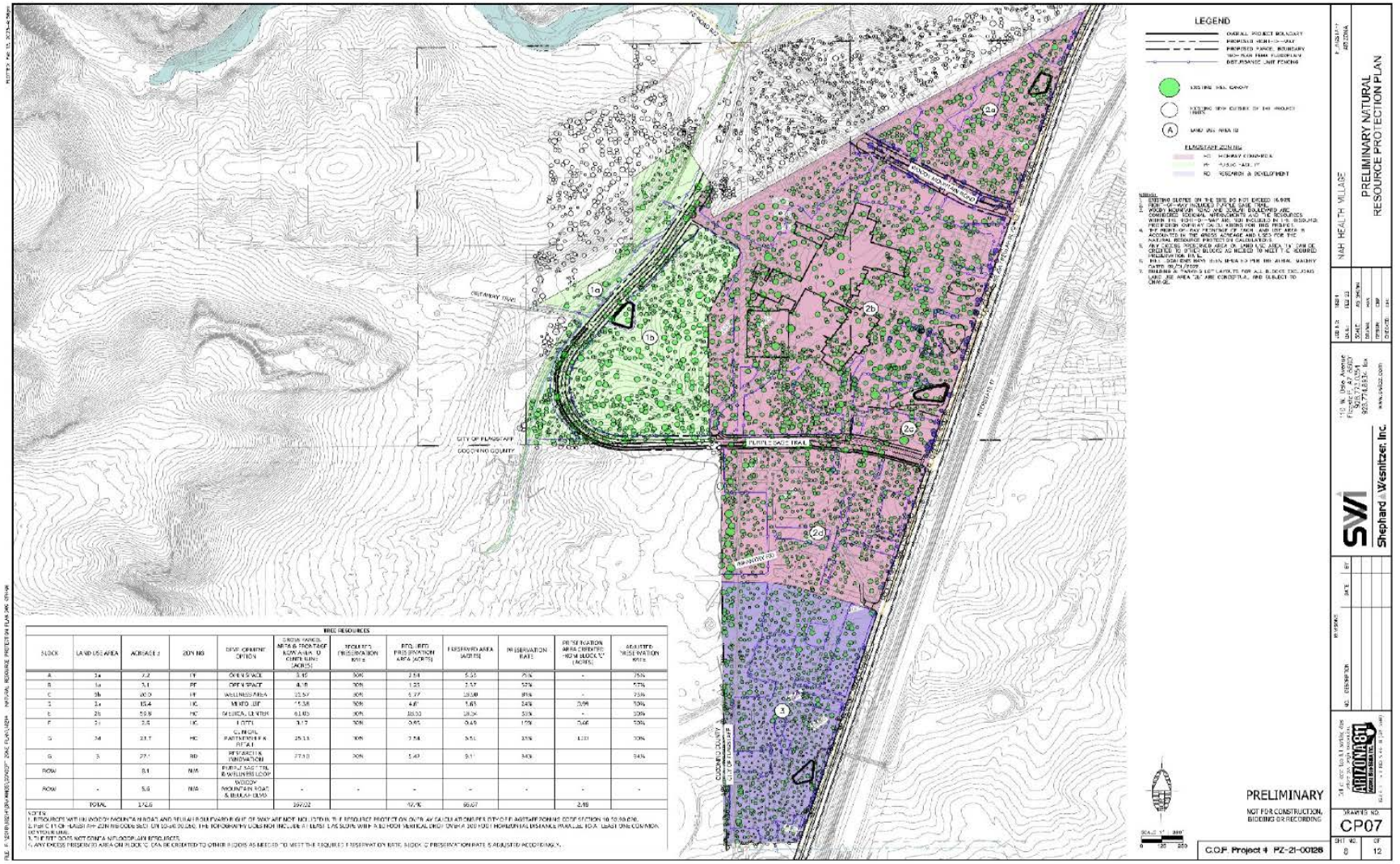
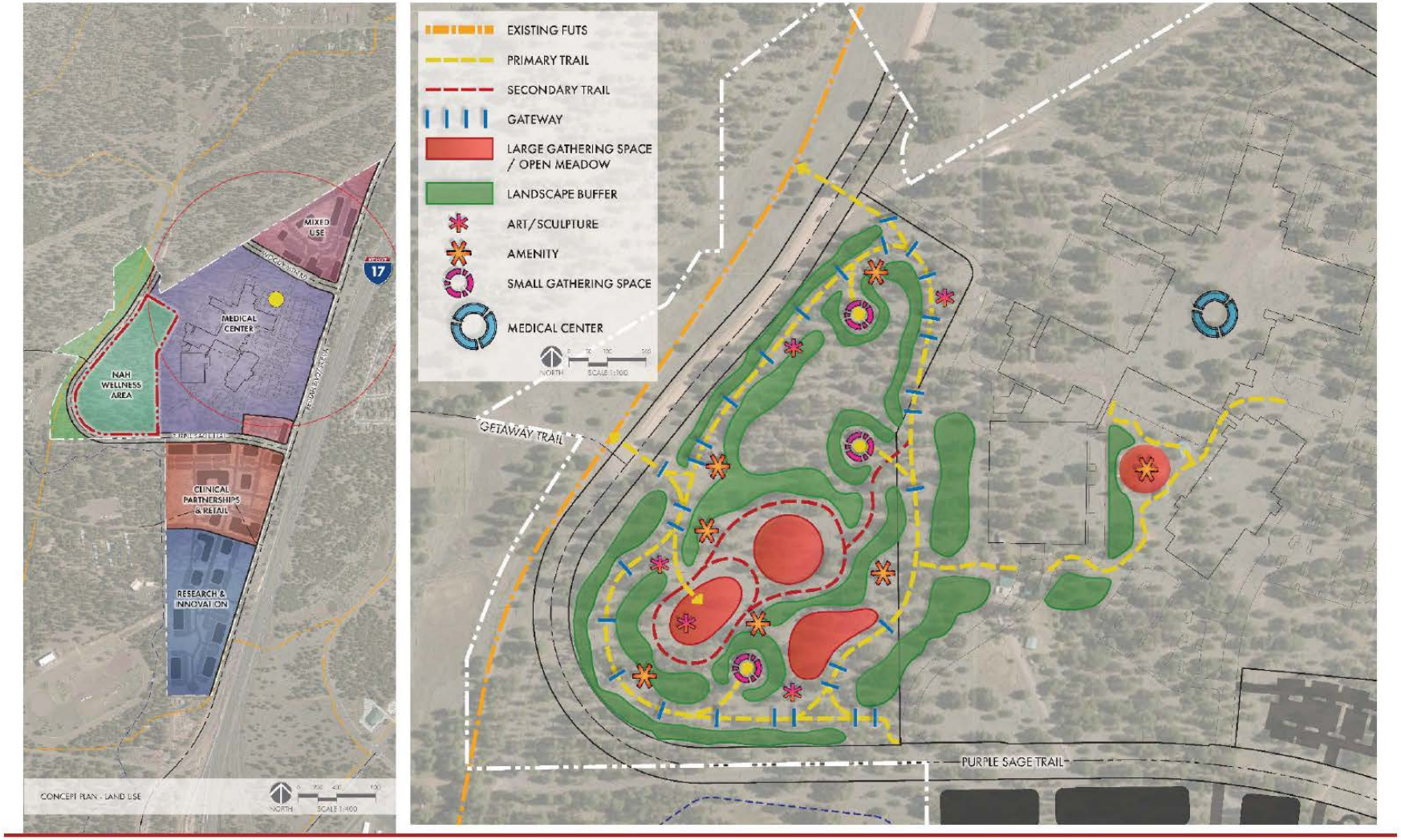


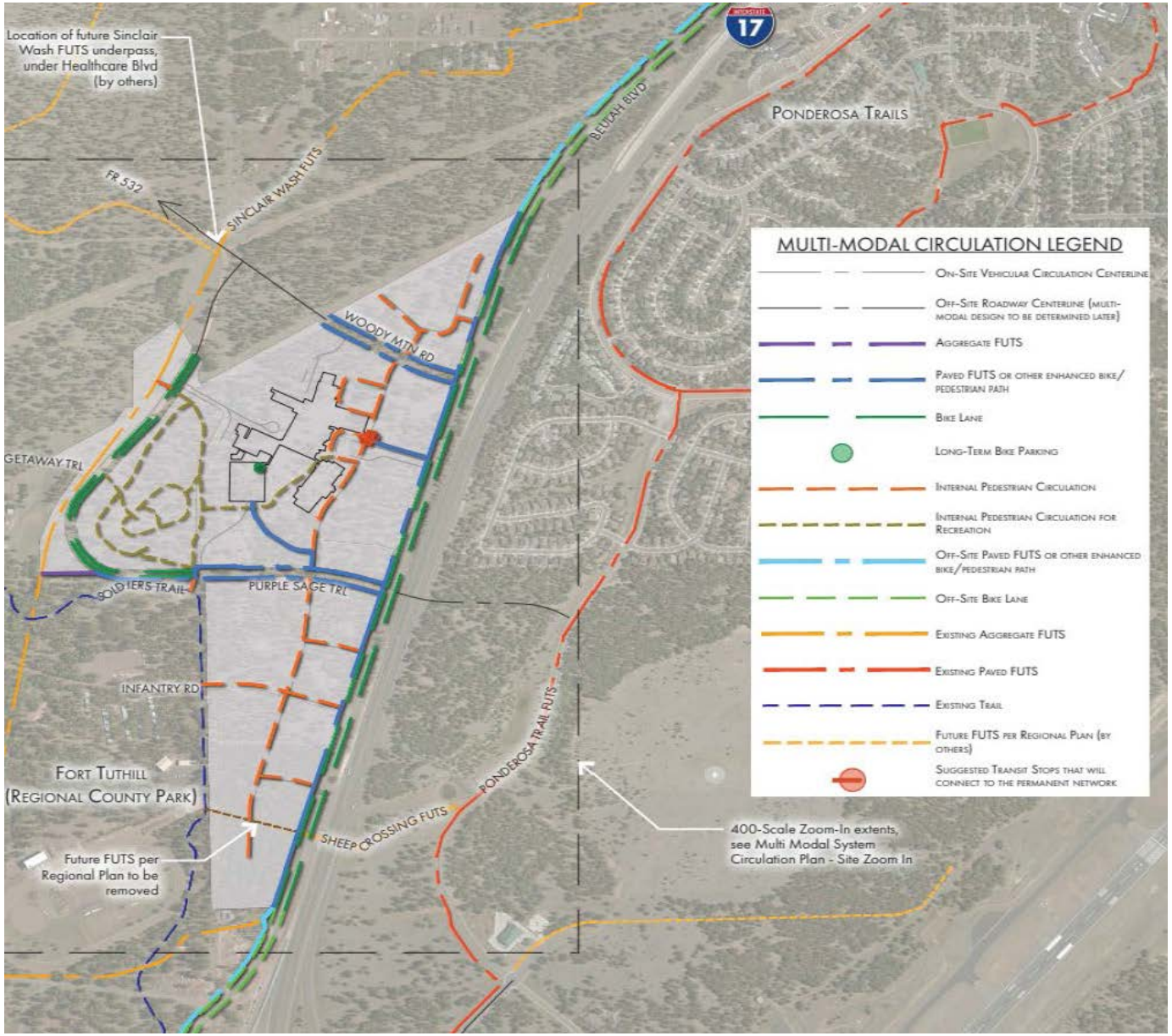
Image 21, Preliminary Natural Resource Protection Plan

Open Space & Civic Space

- The primary purpose of the area zoned Public Facilities is to fill the need for developed open space with the greater Health Village as well as provide a buffer between the Hospital and adjacent residential development.
- Section 10-30.60.060.B.1.b of the Zoning Code requires the development of each site over 20,000 square feet or developments with 50 or more dwelling units to provide a total of 5 percent of the gross site to be used as civic space. These civic spaces will be required at the time of site plan approval for each portion of the development.



Ped & Bike Circulation System



Meets Engineering Standards

- Public systems analysis conducted to confirm preliminary compliance with Engineering Standards
  - Compliance confirmed with Civil Engineering Plans (after Preliminary Plat approval)

Phase 1 TIA

- The required Phase 1 improvements include:
  - The widening of the Beulah corridor to a 4-lane cross section from Woodlands Village Blvd to JWP
  - Specific intersection improvements along the Beulah & JWP corridors



Water Sewer Impact Analysis (WSIA)

A Water and Sewer Impact Analysis (WSIA) was completed on February 9, 2022 and amended by letter on December 5, 2022. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built.

Water

- Required water infrastructure includes a proposed 16" water main extended through the project site. This waterline will create a loop from a well on the Fort Tuthill property to the existing 12" main located at the intersection of Liztler Drive and University Heights Drive South.
- Waterlines to be constructed within the site shall feed off the proposed 16" main that connects to the Fort Tuthill Extension at junction J-171 and to the 12" line at University Heights Drive South.
- The applicant must also construct a water storage tank and the associated waterlines to connect it to the Zone 'B' system. The tank shall store a minimum net volume of 685,000 gallons and must be placed at an elevation that will provide adequate pressure for the zone 'B' system.

Waste Water

The main sewer service for this project is the completed 18" sewer extension from Fort Tuthill to University Heights. The County paid for the cost to complete this infrastructure improvement and has elected to participate in the reimbursement agreement. The applicant will be required to reimburse the County the cost of their proportionate share as determined in the reimbursement agreement. The applicant will be required to build the minimum 8" sewer lines to connect to the new 18" main.

Stormwater Analysis

The development of the subject project is proposing on-site, pre vs post, volumetric mitigation in lieu of a Drainage Impact Analysis. The proposed stormwater management design will provide surface retention to not increase the volume of pre-development flows off-site. Basin will also provide peak flow mitigation of post development flow rates to at or below pre-development flow rates. LID requirements will be met per City standards. The Stormwater Manager has provided preliminary acceptance of the proposed on-site mitigation and LID methods.

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
  - Identified in public systems analyses (previous slides)
  - Lot Design
  - Street Design
  - Easement Design
  - Block Design

Recommendation

Staff Recommendation

The Planning and Zoning Commission recommends, in accordance with the required findings presented in this report, that the City Council approval the preliminary plat subject to the following conditions:

1. The final plats for each phase shall be in substantial conformance with the preliminary plat. Each phase shall meet all requirements independently.
2. Internal vehicle and pedestrian connections between Blocks must be provided to the greatest extent feasible with special attention to connections from each Block to the designated open space/civic space areas.
3. Permanent public pedestrian easements on all pathways shall be provided and shown on all final plats.
4. All existing easement and right-of-way in conflict with the proposed subdivision shall be abandoned prior to final plat.
5. An avigation easement shall be provided and shown on all final plats.

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-21-00126-09

DATE: May 24, 2023
MEETING DATE: June 14, 2023
REPORT BY: Tiffany Antol, AICP

REQUEST:
Northern Arizona Healthcare (NAH) Corporation requests Preliminary Plat approval for the NAH Health Village Phase 1 Block Plat located at 1120 W Purple Sage Trail, a proposed mixed-use development subdivision on 172.62 acres in the Estate Residential, Rural Residential, and Single-family Residential zones.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval subject to conditions.

PRESENT LAND USE:
The subject property ("Property") is approximately 172.6 acres consisting of 17 separate parcels of land. Most of the site is vacant with a few residential structures. All existing development will be removed if the site is redeveloped as the NAH Health Village. The site has a natural ridge that divides it in half with slopes from the west to the northeast that range from 5-11 percent. There are no floodplains on the Property and the entire site maintains a significant stand of Ponderosa Pines.

PROPOSED LAND USE:
The applicant proposes to develop the Property as the NAH Health Village centered around approximately 1.15 million square feet of Hospital and Medical Offices, with supporting uses including approximately 315 residential dwelling units as part of a mixed-use development, approximately 230,000 square feet of non-residential uses (retail and lodging), approximately 250,000 square feet of Research and Development uses (light manufacturing), and approximately 31.2 acres of designated Open Space and Civic Space reserved for a wellness retreat and Flagstaff Urban Trail System (FUTS) preservation. The Preliminary Block Plat consists of five Blocks, two tracts for future development, and public rights-of-way.

NEIGHBORHOOD DEVELOPMENT:

North:	Vacant land zoned Single Family Residential (R1) and the unincorporated community of Mountain Dell
East:	Beulah Boulevard; Interstate 17
South:	Fort Tuthill County Park and City of Flagstaff (COF) owned utility parcel
West:	Rural residential development in the Rural Residential or Estate Residential zones.

REQUIRED FINDINGS:
The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

I. Project Information

A. Background and Introduction
The applicant, NAH Corporation, is requesting Preliminary Plat approval to allow the subdivision of approximately 172.6 acres into five blocks of land, two tracts for future development, and required right-of-way. The project is currently in the entitlement process with portions of the Property proposed to be rezoned to the Highway Commercial (Block E) and Public Facilities (Blocks A, B, and C) zones as part of the first phase of development. The remaining areas (Block D and Tracts Z and ZZ) are proposed to be rezoned through a separate entitlement case. All blocks and tracts within the

proposed Preliminary Plat conform with both the existing zoning requirements as well and the proposed zoning requirements. The plat is intended to be developed in two phases.

The applicant, NAH, is requesting adoption of the Northern Arizona Healthcare Health Village Specific Plan (the "Plan") to support the future development of approximately 172.6 acres of land for a new regional hospital and ambulatory care center (ACC), surrounded by a Health Village designed as a location for a full range of medical, health, and wellness services mixed with supporting commercial, retail, research, and housing opportunities. This new regional hospital is intended to replace the existing Flagstaff Medical Center (FMC) that has been operating in Flagstaff since 1936. NAH has owned and operated FMC for the past 35 years. FMC currently maintains a 242-bed patient facility and is an Arizona-certified Level 1 Trauma Center. FMC is the only Arizona Level 1 Trauma Center north of Phoenix. The applicant is also requesting rezoning approval to permit the development of the new regional Hospital, ACC, and associated medical offices. The Specific Plan is proposed to be adopted in phases in conjunction with future zoning map amendments.

The Property is bounded by Beulah Boulevard (an existing 2-lane arterial roadway) and I-17 to the east and is partially bisected by Purple Sage Trail which is a private roadway easement that has been improved with asphalt millings. Purple Sage Trail provides access to Fort Tuthill County Park as well as the surrounding residential properties. The Healthcare Village proposes a new circulation system for the planning area including a new arterial roadway that will connect with Woody Mountain Road and two new collector roads. These changes to the arterial and collector transportation system were reviewed at a high level and approved by City Council in a Regional Plan amendment in December 2022. Other internal roadways will be phased as development occurs within the planning area. Development in the planning area is intended to be phased with the Hospital and affiliated medical uses identified as the priority for the development of the site. Most of the required infrastructure improvements are triggered by this first phase of development.

II. Required Findings: Conformance with City Development Standards and Regional Plan

Staff reviewed and approved the Preliminary Plat based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code (Title 10)

i. Existing Zoning

The Property is currently zoned a mix of Estate Residential (ER), Rural Residential (RR), and Single-Family Residential (R1). Density calculations are not applied as this subdivision does not intend to create residential lots. Development is intended to occur either within the larger block or each block will be subdivided further to allow for the intended development. The minimum parcel size within the ER and RR zones is one acre and the minimum parcel size in the R1 zone is 6,000 sq. ft. All blocks and tracts created by this subdivision comply with these standards. Because this is a block plat, individual lot envelopes have not been provided.

ii. Proposed Zoning

A portion of the Property within the proposed subdivision (Blocks A, B, C, and E) is intended to be rezoned to either Public Facilities (PF) or Highway Commercial (HC) within the first phase of development. The remaining land is intended to be rezoned in the second phase of development to either HC or Research and Development (RD). Density standards do not apply to the proposed development in phase 1. Phase 2 includes a mixed-use development which is only limited by the standards of High Occupancy Housing. The PF zone does not have standards for lot size, width, or depth. The HC zone has a minimum lot size of 9,000 square feet with a minimum lot width of 60 feet and lot depth of 100 feet. The RD zone has a minimum lot size of 20,000 square feet with a minimum lot width of 100 and lot depth of 150.

The smallest blocks within the proposed subdivision are Block A (7.1 acres) and Block B (3.1) which are intended to be rezoned to the PF zone and utilized as open space. Block C (20 acres) is also intended to be rezoned to the PF zone but is intended for a civic open space with amenities to serve the hospital patients, staff, and visitors, and also the general public. Block D (15.4 acres) is intended to be rezoned to HC and developed as a mixed-use project with a

minimum of 315 mulit-family residential units. Block E (59.1 acres) is also intended to be rezoned to HC to be developed with a new regional hospital and ACC. Tracts Z and ZZ are intended to be rezoned to either Research and Development or Highway Commercial. These two tracts will only be developed once they are adequately served with the infrastructure that is intended to be provided as phase 2 of this development.

iii. Natural Resources

Most of the Property is currently located within the Resource Protection Overlay (RPO). Three of the seventeen parcels included within this plat are not currently within the RPO but will be added if the proposed rezoning case is approved. This project has been evaluated as if all parcels are currently within the RPO. A Resource Protection Plan was provided in conjunction with this Preliminary Plat based on the proposed rezoning. Resources on the site include forest; there are no slopes or floodplains on the site that require protection. The Natural Resource Protection Plan (NRPP) submitted (Page 30 of the Preliminary Plat) indicates that the minimum protection standards would be met using the requirements for the Highway Commercial, Public Facilities, and Research and Development zones, each of which require a minimum of 30% forest resource preservation. The NRPP provided considers the removal of resources for development of each block or tract. This preliminary plat is not approving any site development, so the removal of trees for future development should be excluded from the calculation of this subdivision plat. The existing zoning is residential which requires 50% preservation. The proposed development would not be permitted under the existing zoning. If the rezoning is not approved, the required preservation rate can be obtained with alternative development plans.

Resource calculation standards for forest resources do not apply to the area within the public right-of-way of existing or proposed major or minor arterial roads or to the right-of-way of major utility facilities. Both Beulah Boulevard and Woody Mountain Road are arterial roads and are not included in the calculations for this development. Purple Sage is a minor collector, so the removal of forest resources does apply to the resource calculations and has been accounted for in each adjoining parcel. This is why the open space parcels show a reduction in forest resources where no future development is proposed. It is anticipated that all three blocks that are intended to serve as open space or civic space will be a resource bank for other development parcels. The NRPP anticipates that Blocks D and E and Tract ZZ will fall short of the 30% requirement under the proposed zoning districts. Again, these blocks will not fall short under the existing zoning categories as the calculations consider proposed development that could not be approved without a successful rezoning. Tree resources for each block will be evaluated with each site plan.

iv. Historic/Cultural Resources

A Cultural Resource Report has been prepared by the applicant. The report has been reviewed and approved by the Heritage Preservation Commission with the following condition that the identified stone piers/fence resource and rail alignment be avoided if possible. Most of the features are on the west side of the existing FUTS trail which is proposed to be preserved as part of the overall development plan. The other feature is located outside of this proposed rezoning area but within the larger Specific Plan area. If these features cannot be avoided, the applicant is required to mitigate the loss.

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

The City of Flagstaff Parks and Recreation Master Plan identifies a deficiency of public parks, sports fields, and community recreation facilities (such as the Aquaplex) within the southwestern portion of the city. Parks, Recreation, Open Space and Events (PROSE) staff requested the applicant further the goals of the master plan by providing additional resources that would fulfill these community needs. The applicant has agreed to make the open space areas as designated within the rezoning request open to the public. Additionally, PROSE staff requested that some form of “active” recreation amenity (wellness gym) be added to the Wellness Retreat area operating and maintained by the applicant. The applicant has agreed to provide for an amenity.

None of the proposed zoning districts (Highway Commercial or Public Facilities) require the provision of open space as is typically required for residential developments. The primary purpose of the area zoned Public Facilities is to fill the need for developed open space with the greater Health Village as well as provide a buffer between the

Hospital and adjacent residential development. Section 10-30.60.060.B.1.b of the Zoning Code requires the development of each site over 20,000 square feet or developments with 50 or more dwelling units to provide a total of 5 percent of the gross site to be used as civic space. These civic spaces will be required at the time of site plan approval for each portion of the development.

Most of the Property is undeveloped or consists of limited rural residential development with no existing bicycle or pedestrian transportation improvements other than the existing Sinclair Wash FUTS trail that traverses the Property from north to south. Improvements to support both bicycle and pedestrian transportation will be required internal to the site, surrounding the Property as part of the adjacent roadway improvements, in addition to off-site network improvements.

The Property is proposed to be subdivided into several parcels including a 59.8-acre site that will encompass the Hospital and ACC, a 20-acre wellness retreat, and at least 10 acres of open space adjacent to the Sinclair Wash FUTS trail. The subdivision will include two minor arterial roadways, Beulah Boulevard and Woody Mountain Road, and a major collector roadway (Purple Sage Trail). Currently, portions of Beulah Boulevard and Purple Sage Trail are existing within the subdivision area. Woody Mountain Road is intended to connect with Purple Sage Trail when future development occurs on parcels adjacent to the Project. This area of intersection is currently located outside of the Planning Area. The applicant proposes to end each street with a temporary cul-de-sac until such time as adjacent development is required to extend the roadways. The following is a list of bicycle and pedestrian facilities located within the Planning Area.

- Beulah Boulevard – a minor arterial roadway with a 10-foot concrete FUTS on the west side of the roadway adjacent to the Property with on-street buffered bike lanes. An Engineering Standards modification has been requested to waive the requirements of a sidewalk on the east side of Beulah Boulevard adjacent to I-17 as no properties exist on this side of the roadway. The eastern side of this road would maintain a rural edge with no curb and gutter as is shown on the rural arterial cross section within the Engineering Standards. Staff requested that this edge be completed with curb and gutter but NAH would prefer the rural edge. It may be a condition of the required modification to include curb and gutter.
- Woody Mountain Road – a minor arterial roadway will include two concrete 11-foot multimodal paths with a 5-foot parkway on either side of the roadway. The multimodal path will include a 6-foot sidewalk and a 5-foot directional separated bike lane. No on-street bicycle facilities will be provided.
- Purple Sage Trail (west side of Property) – a major collector that runs along the western portions of the site will include 5-foot sidewalks and 5-foot parkways on both sides of the roadway and on-street bike lanes. A bicycle/pedestrian street crossing will be provided at Getaway Trail to access the Sinclair Wash FUTS trail and adjacent residential neighborhoods.
- Purple Sage Trail (south side of Property) – a major collector that runs east and west along the southern edge of the Property will include a 16-foot concrete multimodal path and 5-foot parkway on the north side of the road adjacent to the Property just east of the parking garage entrance (about mid-block) continuing to the intersection of Purple Sage Trail and Beulah Boulevard. A bicycle/pedestrian street crossing at the parking garage driveway will be provided. The south side of the road will have an 11-foot multipurpose path from Beulah Boulevard to the crossing. From the crossing going west, there will be a 10-foot FUTS trail along the Fort Tuthill property connecting with the Sinclair Wash Trail. This portion of Purple Sage Trail will not have on-street bike lanes.

B. City of Flagstaff Subdivision Standards (Title 11)

i. Preliminary Plat

Inter-Department Staff (IDS) approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat.

ii. Subdivision Standards and Regulations

IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements.

a. Lot Design

The proposed subdivision meets the standards for lot design:

- Meet the minimum lot width, depth, and size requirements of the Zoning Code.
- Be designed appropriately for the location and character of the proposed development, street improvements, and underlying topography.
- All lots shall be lawfully built upon and be developable (lots are designed in a way so that development can meet all relevant development standards).
- Buildable area (building envelope) shall be located away from the crest of ridge lines.
- Buildable area shall be determined by setback requirements and the location of natural topographic features.

b. Street Design

The proposed subdivision meets the standards for street design:

- Meet the street cross-section standards (Engineering Standards) for the type of street proposed.
- Street design is appropriate for underlying topography and in relation to existing streets. Where feasible, streets shall be placed on top of ridges to minimize the extent of grading and reduce the visual impact of development.

c. Easement Design

The proposed subdivision meets the standards for easement design:

- Easements shall be provided and dedicated where deemed necessary for specific purposes (the plat will dedicate a public utility easement and a drainage easement).
- Drainage easements shall substantially follow the line of any existing watercourse that traverses the land.

d. Block Design

The proposed subdivision meets the standards for block design:

- Blocks in non-transect zones shall not normally exceed 1,200 feet in length measured from the property lines, except in hillside developments or where a subdivision of one-half acre lots or larger justify or require a variation from this requirement, or where there are unusual conditions of the property being subdivided.

iii. Minimum Required Subdivision Improvements

The subdivider is required to improve all streets, pedestrian ways, and easements in the subdivision and adjacent to it as required to serve the subdivision. Staff review of the Preliminary Plat along with the impact analyses discussed in the Engineering Standards section below identified the required improvements in conformance with Section 11-20.130: Minimum Required Subdivision Improvements. These improvements will formally be approved with Civil Engineering Plans review, which will occur after Preliminary Plat approval by City Council.

C. City of Flagstaff Engineering Standards (Title 13)

As part of the Preliminary Plat Block Plat review, Staff conducted a public systems analysis to confirm preliminary compliance with Engineering Standards. Following Preliminary Plat approval, the applicant shall submit and receive approval for Civil Engineering Plans for the subdivision prior to review and approval of the Final Plat. Approval of the Civil Engineering Plans will be contingent on the plat meeting City Engineering Standards.

i. Access and Traffic

A full project Traffic Impact Analysis (TIA) was prepared for the NAH Health Village by CivTech, Inc. to demonstrate the anticipated traffic volumes generated from the proposed Health Village over a twenty plus year horizon. This TIA studies years 2025, 2030, and 2045.

- Horizon Year 2025 includes the Hospital, ACC, medical offices, hotel, restaurants, retail/shopping, and conference center. These proposed uses in 2025 are expected to generate a total of 26,982 daily trips; with

3,005 a.m. peak hour trips, 2,673 midday peak hour trips, and 2,133 p.m. peak hour trips. These numbers have been reduced by anticipated internal capture (trips that travel from one on-site land use to another). There were three different internal capture reductions calculated; one for trips from one zone to another zone, one for trips that stay within one zone, and one for medical land uses to other medical land uses.

- Horizon Year 2030 includes all uses from 2025 plus multi-family residential units, hotel, restaurants, retail/shopping, medical offices, a laboratory, and a research center. The expected trip generation in 2030 is 37,640 daily trips; with 3,673 a.m. peak hour trips, 3,640 midday peak hour trips, and 2,904 p.m. peak hour trips (including anticipated internal capture).
- Horizon Year 2045 (full project build out) includes all uses from 2025 and 2030 plus additional medical offices, hotel, and research office. The expected trip generation in 2045 is 53,190 daily trips; with 5,031 a.m. peak hour trips, 4,998 midday peak hour trips, and 3,824 p.m. peak hour trips (including anticipated internal capture).

For comparison purposes, in 2019, Butler Avenue just east of Sawmill Road had a total of 27,710 daily trips, with 2,110 a.m. peak hour trips and 2,498 p.m. peak hour trips. Currently, Beulah Boulevard has a total of 3,823 daily trips. In 2025, with the NAH project, Beulah Boulevard would have approximately 17,677 daily trips.

Due to time pressures and the complexity of the TIA, NAH agreed to break their entitlement cases into two phases. Phase 1 consists of the application currently under review focusing on the Hospital and ACC in addition to the open space and civic space components of the development. The larger TIA including the surrounding Health Village uses has been put on hold until after the Phase 1 entitlements have been resolved. The full project TIA was utilized to determine the future right-of-way needs within this proposed subdivision. There are several instances where future improvements will require additional improvements to the road network requiring sufficient right-of-way to be provided with this plat. A Phase 1 TIA – Confined Scope 2027 Study Year was approved on March 30, 2023, and provided the required on-site and off-site transportation mitigation requirements. These improvements are described below.

NAH is responsible for all transportation improvements as set forth in the TIA approved with conditions and as shown on the plat including but not limited to curb, gutter, sidewalks, pedestrian ways, multi-modal paths, FUTS trails, bicycle ways, medians, and turn lanes. On-site improvements include all property frontage improvements along Beulah Boulevard, Woody Mountain Boulevard, and Purple Sage Trail. The following improvements are included within this subdivision:

- A Signalized intersection is required for Beulah Blvd and Woody Mountain Rd.
- A Stop-Controlled intersection for Beulah Blvd and the Main Entrance (Intersection B) of the Hospital and ACC. The intersection is to be constructed to include underground utilities for a future signal and to be constructed with correct approach grades and signal ramp slopes. An Engineering Standards modification has been approved for the approach grades at this intersection.
- Re-alignment of Purple Sage Trail constructed to minor collector standards with modifications for enhanced bicycle and pedestrian facilities in accordance with the Active Transportation Master Plan.
- A Signalized intersection at Beulah Blvd and the re-aligned Purple Sage Trail to include construction at the correct grades for a future underpass at I-17.
- Improvements to the intersection of Beulah Blvd and Infantry Rd (current Purple Sage Trail) to include underground utilities for a future signal and to be constructed with correct approach grades and signal ramp slopes.
- Improvements to the Cosmic Ray Tunnel on Sheep Crossing Trail to accommodate the widening of Beulah Blvd.
- Internal intersection improvements as determined by the TIA.

The applicant has provided plans for the off-site transportation improvements that will be completed in conjunction with the development of this subdivision. These plans are preliminary in nature and do not reflect final civil plans that require additional detail and review prior to the initiation of construction. The following improvements are included in the off-site transportation improvements:

- Widening Beulah Blvd from University Heights Drive N/Lake Mary Road to JW Powell Blvd to a 4-lane cross section with 10-foot FUTS and 5-foot parkway on the west side, buffered bicycle lanes, a median, drainage improvements, and curb and gutter on the east side.
- Improvements to the following intersections:
    - Beulah Blvd and Woodlands Village Blvd
    - Beulah Blvd and University Heights Dr N/Lake Mary Rd
    - Beulah Blvd and University Heights Dr S
    - Beulah Blvd and Mountain Dell Rd
    - Beulah Blvd and Fairgrounds Rd
    - Roundabout at Beulah Blvd and JW Powell Blvd
    - Roundabout at JW Powell Blvd and the I-17 southbound ramps
    - JW Powell Blvd and the I-17 northbound ramps

ii. Water and Wastewater

A Water and Sewer Impact Analysis (WSIA) was completed on February 9, 2022, and amended by letter on December 5, 2022. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. Off-site improvements are discussed in more detail below. It is the developer's responsibility to design and construct all on-site, off-site, and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water

Required water infrastructure includes a proposed 16" water main extended through the project site. This waterline will create a loop from a well on the Fort Tuthill property to the existing 12" main located at the intersection of Liztler Drive and University Heights Drive South. The City may elect to construct the 16" main up to the original connection location identified in the WSIA at the intersection of Lake Mary Road and Beulah Boulevard. If the City chooses for the connection to be made at Lake Mary Road, it will pay the difference in cost for the construction of the water line between the two connection points. This extension is approximately 9,000 linear feet.

The Property lies within the City of Flagstaff zone 'B' water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards. High pressures have been noted on site which requires the developer to install pressure reducing valves after the meter when noted. The waterlines to be constructed within the site shall feed off the proposed 16" main that connects to the Fort Tuthill Extension at junction J-171 and to the 12" line at University Heights Drive South. All water mains constructed within the project limits shall be looped and meet all City of Flagstaff, AWWA, ADWR, and ADEQ standards. It is the applicant's responsibility to design, acquire adequate right-of-way, and construct all off-site and connecting water infrastructure in accordance with all applicable City, State, and federal rules and regulations.

The applicant must also construct a water storage tank and the associated waterlines to connect it to the Zone 'B' system. The tank shall store a minimum net volume of 685,000 gallons and must be placed at an elevation that will provide adequate pressure for the zone 'B' system. The City of Flagstaff has confirmed that there is sufficient storage capacity for the Ambulatory Care Center (ACC), but anything constructed after the ACC will require the tank to be constructed prior to certificate of occupancy. The City of Flagstaff has agreed to acquire the appropriate land rights necessary to place the tank(s) and convey the water from the tanks(s) to the public distribution system. In the event the City is unable to obtain the necessary land rights, the applicant will be responsible for finding an appropriate location for the 685,000-gallon water tank prior to any certificate of occupancy beyond the ACC. The City of Flagstaff is currently evaluating an upsize of the tank to approximately 2 million gallons. If requested by the City, the applicant will construct an upsized water tank. Any additional costs affiliated with the upsized storage will be reimbursed by the City beyond the required 685,000 gallons.

Wastewater

The main sewer service for this project is the completed 18" sewer extension from Fort Tuthill to University Heights. The County paid for the cost to complete this infrastructure improvement and has elected to participate in the reimbursement agreement. The applicant will be required to reimburse the County the cost of their proportionate share as determined in the reimbursement agreement. The applicant will be required to build the minimum 8" sewer lines to connect to the new 18" main.

iii. Stormwater

A completed Drainage Impact Analysis and Preliminary Drainage Report for the NAH Health Village has been submitted and reviewed by Stormwater Staff. In lieu of a downstream analysis, the project has elected to store the volumetric flow difference between the pre-development conditions and the post-development conditions on-site.

iv. Approved Engineering Standard Modifications

The following modification approvals are attached to this staff report for the Commission's review.

13-10-004-0001 Dead End Streets

A request for a modification from the code requirement to not construct the edge treatment, including curb, gutter, and sidewalk, for the temporary turn arounds at Woody Mountain Road and Purple Sage Trail.

13-10-010 Driveways

A request for a modification from the minimum driveway spacing of 150 feet on both Woody Mountain Road and Purple Sage Trail.

13-10-011-01 Functional Classification/Design Criteria

A request for a modification to allow the driveway entrances with a larger curb radius similar to intersections to reduce damage to the infrastructure. This design is currently maintained at the existing hospital entrance on Beaver Street.

13-10-006-0001.H

A request for a modification to increase the grade approaching intersections along Beulah Boulevard from 2% to 3%.

v. Phasing of Improvements

The NAH Health Village Block Plat on-site improvements will be developed in two phases. All off-site improvements will be completed as part of Phase 1 of development. The following is a breakdown of the proposed phases:

Phase 1

The first phase of the development focuses on Blocks C and E which includes the Wellness Retreat, Hospital, ACC, and affiliated medical offices. The Phase 1 Block Plat will include the creation of Blocks A, B, C, D, and E. Block D is the only block created that won't be developed in the first phase. This block is included in the second phase of entitlements. Phase 1 Block Plat roadway infrastructure includes the relocation/realignment of Purple Sage Trail built to major collector standards, the construction of Woody Mountain Road (a minor arterial), and the reconstruction of Beulah Boulevard to minor arterial standards. Both Purple Sage Trail and Woody Mountain Road will terminate in temporary cul-de-sacs. An engineering modification has been approved to allow these temporary cul-de-sacs to be constructed without edge improvements including curb, gutter, and sidewalks. NAH will construct the required utilities within the roadways to provide service to the individual blocks shown on the plat as discussed above. Phase 1 development will include all retention basins to provide full volume mitigation of the proposed improvements, as well as accommodating for the widening of Beulah Boulevard and the install of all storm drain infrastructure within the roadways to convey stormwater runoff.

Phase 2

Additional work will be required on the full scope TIA prior to the second of phase of development of the NAH Health Village. Required mitigation will be addressed through a separate development agreement. In order to permit the future development of Tracts Z and ZZ, a private lift station and pressure sewer line will need to be construction along Purple Sage Trail outside of the public right-of-way to provide service to these tracts. Additional utility lines will need to be extended through Tract Z which will be determined through the site planning or future subdivision of this tract.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval subject to the following conditions:

1. The final plats for each phase shall be in substantial conformance with the preliminary plat. Each phase shall meet all requirements independently.
2. Internal vehicle and pedestrian connections between Blocks must be provided to the greatest extent feasible with special attention to connections from each Block to the designated open space/civic space areas.
3. Permanent public pedestrian easements on all pathways shall be provided and shown on all final plats.
4. All existing easement and right-of-way in conflict with the proposed subdivision shall be abandoned prior to final plat.
5. An avigation easement shall be provided and shown on all final plats.

Attachments:

- Application
- Preliminary Plat, including the Natural Resource Protection Plan (30 sheets, 24” x 36”)
- Off-site Improvements
- Utility notification letters
- Approved Engineering Standard Modifications

City of Flagstaff — Community Development Division

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

Date Received	**Application for Subdivision Review**	File Number

Property Owner(s) NORTHERN ARIZONA HEALTHCARE CORP. C/O STEVEN EISS, V.P. FOR CONSTRUCTION		**Phone** 480-677-5627
Mailing Address 1200 N. BEAVER ST. FLAGSTAFF, AZ 86001	**City, State, Zip**	**Email** steven.eiss@nahealth.com
Applicant(s) NORTHERN ARIZONA HEALTHCARE CORP. C/O STEVEN EISS, V.P. FOR CONSTRUCTION		**Phone** 480-677-5627
Mailing Address 1200 N. BEAVER ST. FLAGSTAFF, AZ 86001	**City, State, Zip**	**Email** steven.eiss@nahealth.com
Project Representative STEVEN EISS, V.P. FOR CONSTRUCTION		**Phone** 480-677-5627
Mailing Address 1200 N. BEAVER ST. FLAGSTAFF, AZ 86001	**City, State, Zip**	**Email** steven.eiss@nahealth.com

Requested Review:

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

Project Name: NAH HEALTH VILLAGE	**Site Address** 1200 W PURPLE SAGE TRAIL	**Parcel Number** 112-05-001H, 112-05-125, 112-05-126 112-05-127, 112-05-128, 112-10-001L, 112-10-001V, 112-10-002A, 112-10-004, 112-10-005T, 112-10-006A, 112-10-006B, 112-10-006C, 112-10-032A, 112-10-036, 112-10-037, 116-13-004B
Proposed Use HOSPITAL, R&D, COMMERCIAL, RESIDENTIAL (REFER TO SPECIFIC PLAN)	**Existing Use** SOME RESIDENTIAL, MOSTLY UNDEVELOPED	**Subdivision, Tract & Lot Number** N/A

Zoning District EXISTING: RR & ER	**Regional Plan Category** SUBURBAN ACTIVITY CENTER	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** +/- 172.5 ACRES

Property Information:

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

Surrounding Uses	North	South	East	West
(Res, Com, Ind)	RES	RES	RES	RES

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
	REFER TO SPECIFIC PLAN			

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

Property Owner Signature: (required)	Date: 12/6/22	Applicant Signature:	Date: 12/6/22

For City Use

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

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

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

PLOTTED: May 23, 2023 – 3:31pm

CITY OF FLAGSTAFF APPROVALS

CITY OF FLAGSTAFF
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, ON THE ___ DAY OF _____, 2022.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR THE RECORD BY THE CITY OF FLAGSTAFF PLANNING DIRECTOR AND CITY ENGINEER, ON THE ___ DAY OF _____, 2022.

BY: _____ PLANNING DIRECTOR

BY: _____ CITY ENGINEER

ADEQUATE WATER SUPPLY NOTE

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.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE
CHAD BROOKS (BY LETTER) 01/04/2023
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY (BY LETTER) 01/04/2023
BY: DATE:

CENTURYLINK
KEVIN S. WAGNER (BY LETTER) 12/28/2022
BY: DATE:

ALTICE USA
SANFORD YAZZIE (BY LETTER) 12/13/2022
BY: DATE:

UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD.BROOKS@APS.COM
PHONE: (928) 773-6440

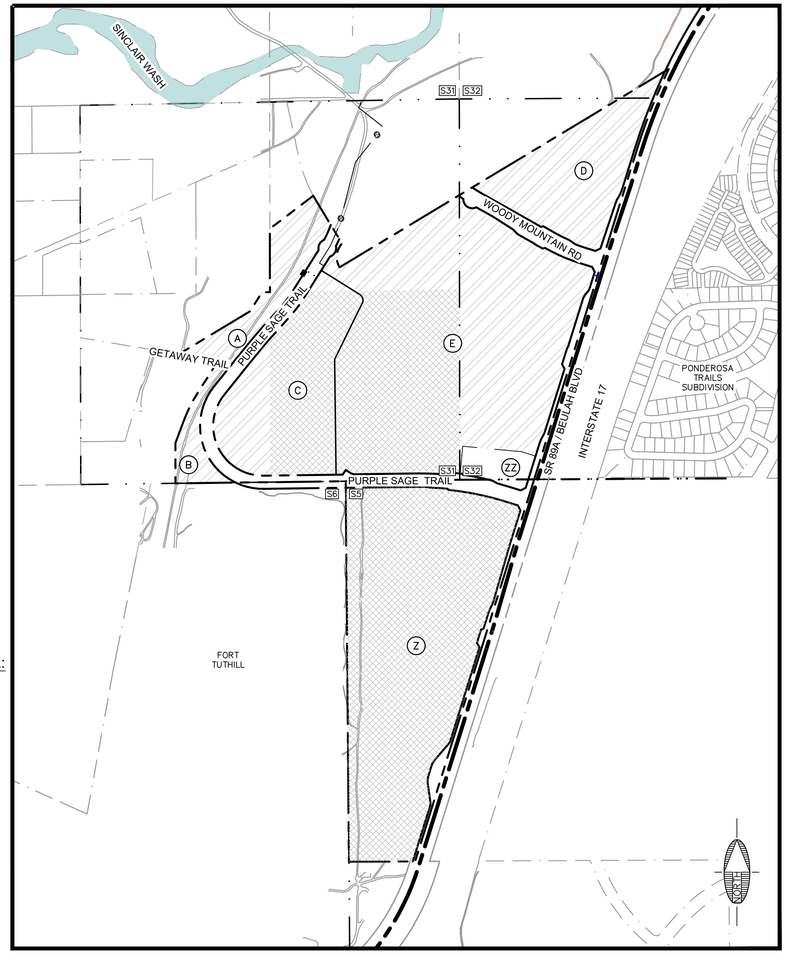
UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

CENTURYLINK/LUMEN
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@LUMEN.COM
PHONE: (928) 779-4935

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

PRELIMINARY BLOCK PLAT
NORTHERN ARIZONA HEALTHCARE HEALTH VILLAGE
FLAGSTAFF, ARIZONA

LOCATED IN SECTIONS 5, 31, AND 32, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



VICINITY MAP
N.T.S.

SHEET INDEX

SHT NO.	DWG NO.	DESCRIPTION
1	CVR	COVER SHEET
2	EM01	ENCUMBRANCE MAP
3	OM01	EXISTING OVERVIEW MAP
4	OM02	PROPOSED OVERVIEW MAP
5	DT01	TYPICAL STREET SECTIONS
6	BP01	OVERALL BLOCK PLAT
7	BP02	PRELIMINARY BLOCK PLAT (1)
8	BP03	PRELIMINARY BLOCK PLAT (2)
9	BP04	PRELIMINARY BLOCK PLAT (3)
10	DU01	GRADING, DRAINAGE & UTILITY PLAN (1)
11	DU02	GRADING, DRAINAGE & UTILITY PLAN (2)
12	DU03	GRADING, DRAINAGE & UTILITY PLAN (3)
13	CT01	CLEAR VIEW ZONES (1)
14	CT02	CLEAR VIEW ZONES (2)
15	CT03	CLEAR VIEW ZONES (3)
16	PP01	PLAN AND PROFILE – BEAULAH BLVD (1)
17	PP02	PLAN AND PROFILE – BEAULAH BLVD (2)
18	PP03	PLAN AND PROFILE – BEAULAH BLVD (3)
19	PP04	PLAN AND PROFILE – BEAULAH BLVD (4)
20	PP05	PLAN AND PROFILE – BEAULAH BLVD (5)
21	PP06	PLAN AND PROFILE – BEAULAH BLVD (6)
22	PP07	PLAN AND PROFILE – BEAULAH BLVD (7)
23	PP08	PLAN AND PROFILE – PURPLE SAGE TRAIL (1)
24	PP09	PLAN AND PROFILE – PURPLE SAGE TRAIL (2)
25	PP10	PLAN AND PROFILE – PURPLE SAGE TRAIL (3)
26	PP11	PLAN AND PROFILE – PURPLE SAGE TRAIL (4)
27	PP12	PLAN AND PROFILE – PURPLE SAGE TRAIL (5)
28	PP13	PLAN AND PROFILE – WOODY MOUNTAIN RD (1)
29	PP14	PLAN AND PROFILE – WOODY MOUNTAIN RD (2)
30	NRPP	PRELIMINARY NATURAL RESOURCE PROTECTION PLAN

PROJECT SITE COVERAGE/BUILDING INFORMATION

BLOCK	LAND USE AREA	EXISTING ZONING	PROPOSED ZONING	PROPOSED DEVELOPMENT OPTIONS	GROSS ACERAGE	NET ACREAGE	DU/AC	FAR
A	1a	ESTATE RESIDENTIAL (ER)	PUBLIC FACILITY (PF)	OPEN SPACE	8.5	7.1	–	–
B	1a	ESTATE RESIDENTIAL (ER)	PUBLIC FACILITY (PF)	OPEN SPACE	4.2	3.1	–	–
C	1b	ESTATE RESIDENTIAL (ER) & RURAL RESIDENTIAL (RR)	PUBLIC FACILITY (PF)	WELLNESS AREA	22.6	20.0	–	–
D	2a	ESTATE RESIDENTIAL (ER)	HIGHWAY COMMERCIAL (HC)	MIXED USE	17.4	15.4	20	0.67
E	2b	ESTATE RESIDENTIAL (ER) & RURAL RESIDENTIAL (RR)	HIGHWAY COMMERCIAL (HC)	MEDICAL CENTER	63.2	59.1	–	0.49
ROW	–	–	–	–	–	15.1	–	–

NOTE: REFER TO THE SPECIFIC PLAN FOR ADDITIONAL ZONING DETAILS.

PARCELS TO BE REZONED

66.85 ACRES TO BE REZONED FROM ESTATE RESIDENTIAL (ER)

88.17 ACRES TO BE REZONED FROM RURAL RESIDENTIAL (RR)

SUBDIVISION GROSS ACREAGE = 172.62 ACRES

TOTAL PROPOSED ROW = 15.10 ACRES

SUBDIVISION NET ACREAGE = 157.52 ACRES

IMPERVIOUS AREA

PRE-DEVELOPMENT IMPERVIOUS AREA = 1.9 ACRES
POST-DEVELOPMENT IMPERVIOUS AREA = 11.64 ACRES

EARTHWORK SUMMARY

UNADJUSTED CUT: 32,200 CY

UNADJUSTED FILL: 8,900 CY

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC.
CONTACT: GUILLERMO E. CORTES
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

PROJECT ARCHITECT:

HKS
CONTACT: JOHN NIZIOLEK
821 NORTH CENTRAL AVE
PHOENIX, AZ 85004
(602) 218-38100

PROJECT LANDSCAPE ARCHITECT:

NORRIS DESIGN
CONTACT: ALAN BEAUDOIN
901 EAST MADISON ST
PHOENIX, AZ 85034
(602) 254-9600

PROJECT ATTORNEY:

ASPEY, WATKINS & DIESEL PLLC
CONTACT: WHITNEY CUNNINGHAM
123 NORTH SAN FRANCISCO ST, SUITE 300
(928) 774-1478

PROJECT OWNER/DEVELOPER:

NORTHERN ARIZONA HEALTHCARE CORPORATION
CONTACT: STEVEN EISS
1200 NORTH BEAVER ST
FLAGSTAFF, AZ 86001
(928) 913-8800

PROPERTY INFORMATION:

APNs: 112-05-001H,
112-05-125,
112-05-126,
112-05-127,
112-05-128
112-10-001L,
112-10-001V,
112-10-002A,
112-10-004,
112-10-005T,
112-10-006A,
112-10-006B,
112-10-006C,
112-10-032A,
112-10-036,
112-10-037,
116-13-004B

TOTAL PROJECT AREA: ±172.62 ACRES

ADDRESS: 1120 WEST PURPLE SAGE TRL
FLAGSTAFF, AZ 86005

CITY OF FLAGSTAFF CURRENT ZONING: RURAL RESIDENTIAL (RR), ESTATE RESIDENTIAL (ER), AND SINGLE-FAMILY RESIDENTIAL (R1)

PROPOSED ZONING: HIGHWAY COMMERCIAL (HC) AND PUBLIC FACILITY (PF)

TRACT INFORMATION

TRACT	INTENT	GROSS ACERAGE	NET ACREAGE	OWNER
Z	FUTURE DEVELOPMENT – HOTEL	53.5	50.2	NAH
ZZ	FUTURE DEVELOPMENT – CLINICAL PARTNERSHIP & RETAIL, RESEARCH & DEVELOPMENT	3.4	2.6	NAH

WATER AND SEWER IMPACT ANALYSIS

THE PRELIMINARY BLOCK PLAT IS IN COMPLIANCE WITH THE RECOMMENDATIONS SET FORTH IN THE PUBLIC W.S.I.A. PREPARED BY THE CITY OF FLAGSTAFF UTILITIES DEPARTMENT DATED FEBRUARY 9, 2022.

RESOURCE PRESERVATION

MOST OF THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE AND THERE ARE RESOURCES WITHIN THE PROJECT THAT REQUIRE PRESERVATION. A PORTION OF APN 112-05-125 & APN 112-10-001M DOES NOT FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE; HOWEVER, THE CITY HAS REQUESTED THAT THE PROPERTY BE REZONED TO THE RESOURCE PROTECTION OVERLAY IN ORDER TO PRESERVE THE TREE RESOURCES ON THE SITE.

FEMA DESIGNATION

THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6812G, 04005C6814G, 04005C6816G, AND 04005C6818G EFFECTIVE SEPTEMBER 2, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY ALTA/ACSM LAND TITLE SURVEYS BY EXTREME MEASURES LAND SURVEYS, INC., DATED NOVEMBER 30, 2018 AND FEBRUARY 23, 2020. TOPOGRAPHIC INFORMATION PROVIDED BY AERIAL SURVEY PERFORMED BY COOPER AERIAL SURVEYS CO. DATED SEPTEMBER 13, 2021. UTILITY INFORMATION PROVIDED BY MCCARTHY DATED SEPTEMBER 16, 2021.

OPEN SPACE NOTE

THE PROJECT SITE WILL INCLUDE OPEN SPACE AREAS THROUGHOUT. THESE ONSITE AMENITIES WILL BE FURTHER DETERMINED DURING THE SITE PLAN REVIEW.

BASIS OF BEARING

NORTH 89-40-43 EAST, 1858.35' FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDAN, COCONINO COUNTY, ARIZONA, TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89A, ACCORDING TO AN ALTA SURVEY PREPARED BY EXTREME MEASURES LAND SURVEYS, INC. DATED NOVEMBER 30, 2018, INSTRUMENT NUMBER 3860697, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

LEGAL DESCRIPTIONS

APNs 112-05-125, 112-05-126, 112-05-001H, 112-10-001L, 112-10-001V AND 112-10-006B INCLUSIVE, A PORTION OF APN 112-10-032A, AND APNs 112-05-128, 112-05-127, 112-10-006A, 112-10-006C AND 112-10-005T AS SHOWN ON AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY EXTREME MEASURES LAND SURVEYS, INC., DATED NOVEMBER 30, 2018, AND AS DESCRIBED IN INSTRUMENT NUMBER 3860697, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

APN 112-10-002A AS DESCRIBED IN INSTRUMENT NUMBER 3858587, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

TOGETHER WITH THAT PARCEL OF LAND AS DESCRIBED IN DOCKET 892, PAGE 812, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

APN 112-10-004 AS DESCRIBED IN INSTRUMENT NUMBER 3678851, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

APNs 112-10-036 AND 112-10-037 AS DESCRIBED IN INSTRUMENT NUMBER 3918038, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

APN 116-13-004B AS DESCRIBED IN INSTRUMENT NUMBER 3889592, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

GENERAL NOTES

1. BLOCK SETBACKS PER THE NAH HEALTH VILLAGE SPECIFIC PLAN.
2. BUILDING INFORMATION PER THE NAH HEALTH VILLAGE SPECIFIC PLAN.
3. LANDSCAPE BUFFERS PER THE CITY OF FLAGSTAFF ZONING CODE.
4. SUBJECT PROPERTY LIES WITHIN THE AIRPORT INFLUENCE AREA PER ORDINANCE NO. 1964 AS DESCRIBED IN DOC 2060, PAGE 978, AND WILL DEDICATE AN AVIGATION EASEMENT PER CITY OF FLAGSTAFF ZONING CODE 10-20.40.020 C. AVIGATION EASEMENT SHALL INCLUDE AIR SPACE FROM 350 FEET ABOVE THE SURFACE LEVEL OF THE PROPERTIES TO AN INFINITE HEIGHT ABOVE THE PROPERTIES.

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
Aaron D. Borling, RLS 48756

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed... 5/23/23
ARIZONA, USA

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

COVER SHEET

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swaz.com

Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you dig
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
CVR

SHT NO. 1 OF 30

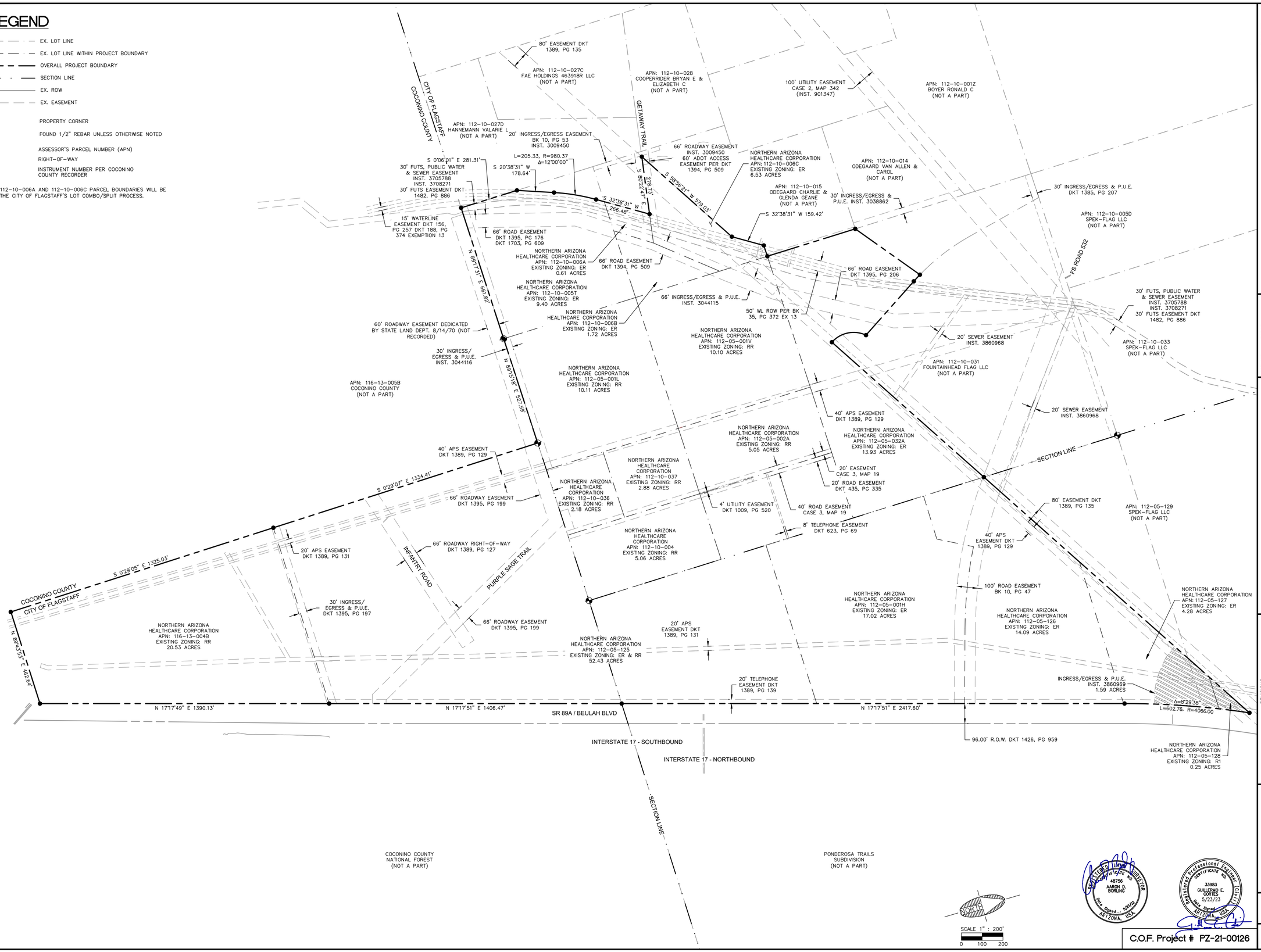
FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – COVER SHEET.DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:05pm

LEGEND

- EX. LOT LINE
- EX. LOT LINE WITHIN PROJECT BOUNDARY
- OVERALL PROJECT BOUNDARY
- SECTION LINE
- EX. ROW
- EX. EASEMENT
- PROPERTY CORNER
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- 401–XX–XXX — ASSESSOR'S PARCEL NUMBER (APN)
- ROW — RIGHT–OF–WAY
- #000000 — INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

NOTES:
1. APNs 112–10–005T, 112–10–006A AND 112–10–006C PARCEL BOUNDARIES WILL BE ADJUSTED THROUGH THE CITY OF FLAGSTAFF'S LOT COMBO/SPLIT PROCESS.



FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – ENCUMBRANCE MAP.DWG JERKSSON

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

ENCUMBRANCE MAP

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 48756 — AARON D. BORLING — Date Signed... 5/23/23 — ARIZONA, U.S.A.

Certified Professional Engineer (Civil) — CERTIFICATE NO. 33983 — GUILLERMO E. CORTES — 5/23/23 — Date Signed — ARIZONA, U.S.A.

C.O.F. Project # PZ-21-00126

DRAWING NO. EM01

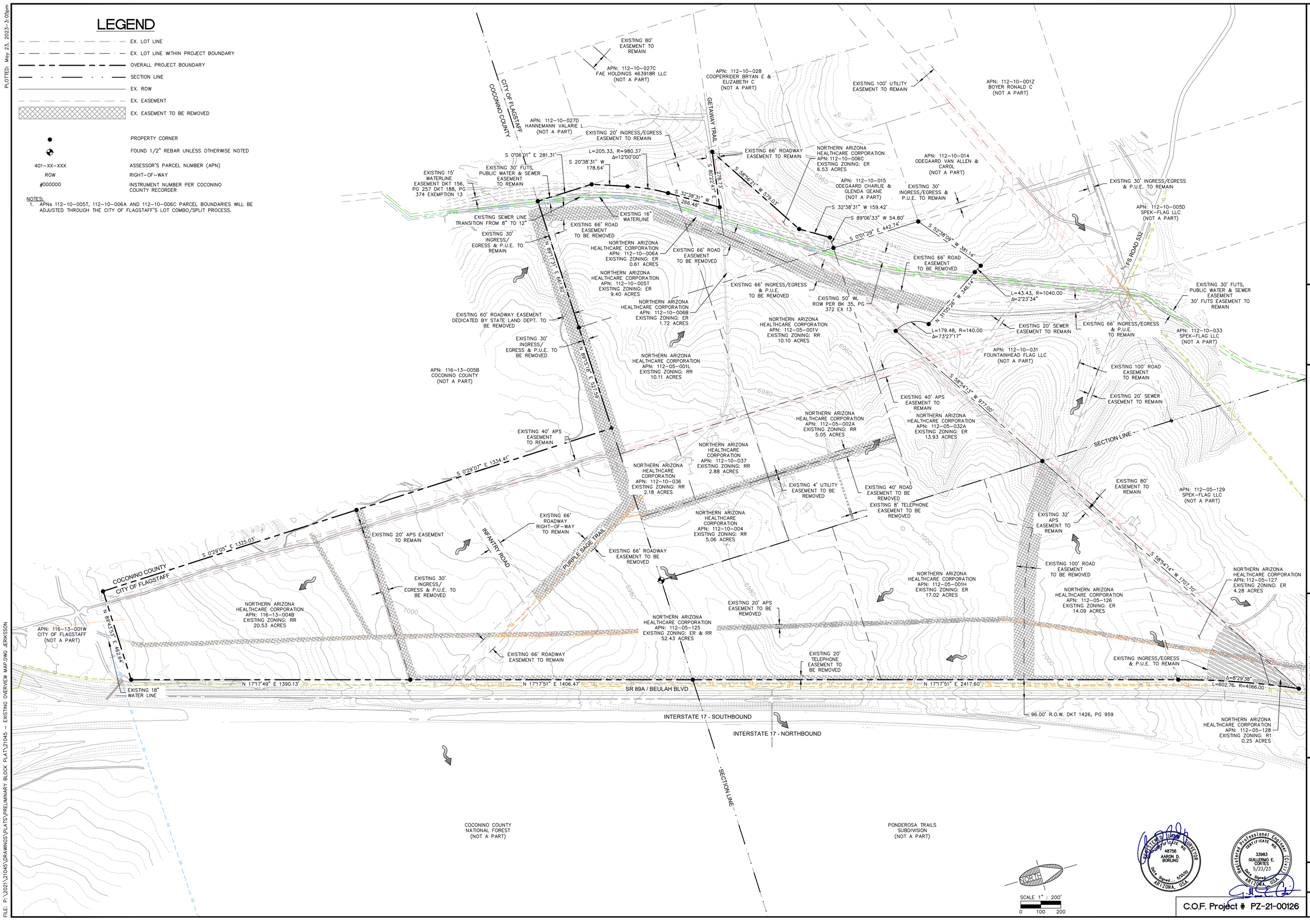
SHT NO. 2 OF 30

PLOTTED: May 23, 2023 – 3:05pm

LEGEND

- EX. LOT LINE
- EX. LOT LINE WITHIN PROJECT BOUNDARY
- OVERALL PROJECT BOUNDARY
- SECTION LINE
- EX. ROW
- EX. EASEMENT
- EX. EASEMENT TO BE REMOVED
- PROPERTY CORNER
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- 401–XX–XXX — ASSESSOR'S PARCEL NUMBER (APN)
- ROW — RIGHT–OF–WAY
- #000000 — INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

NOTES:
1. APNs 112–10–005T, 112–10–006A AND 112–10–006C PARCEL BOUNDARIES WILL BE ADJUSTED THROUGH THE CITY OF FLAGSTAFF'S LOT COMBO/SPLIT PROCESS.



FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – EXISTING OVERVIEW MAP.DWG JERKISSON

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

EXISTING OVERVIEW MAP

JOB NO: 21045
DATE: MAY 23
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: CNP
CHECKED: GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you dig in Arizona
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
OM01

SHT NO. 3 OF 30

C.O.F. Project # PZ-21-00126

Registered Professional Engineer (Civil) CERTIFICATE NO. 33983 GUILLERMO E. CORTES 5/23/23 Date Signed ARIZONA, U.S.A.

Registered Land Surveyor CERTIFICATE NO. 48756 AARON D. BORLING Date Signed 5/23/23 ARIZONA, U.S.A.

PLOTTED: May 23, 2023 – 3:05pm

LEGEND

- EX. LOT LINE
- PROPOSED LOT LINE
- OVERALL PROJECT BOUNDARY
- EX. ROW
- PROPOSED ROW
- SECTION LINE
- EX. EASEMENT
- EX. WATER LINE
- EX. SEWER LINE
- EX. GAS
- EX. OVERHEAD UTIL.
- FEMA FLOODPLAIN LIMITS
- PROPOSED SEWER
- PROPOSED WATER
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED CONDUIT
- PROPOSED STORMDRAIN
- FIRE HYDRANT
- SEWER MANHOLE
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- PROPERTY CORNER
- 401–XX–XXX ASSESSOR'S PARCEL NUMBER (APN)
- ROW RIGHT–OF–WAY
- #000000 INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

NOTES:
1. APNs 112–10–005T, 112–10–006A AND 112–10–006C PARCEL BOUNDARIES WILL BE ADJUSTED THROUGH THE CITY OF FLAGSTAFF'S LOT COMBO/SPLIT PROCESS.

EXISTING 80' EASEMENT
APN: 112–10–028 COOPERRIDER BRYAN E & ELIZABETH C EXISTING ZONING: ER (NOT A PART)
APN: 112–10–027C FAE HOLDINGS 463918R LLC EXISTING ZONING: ER (NOT A PART)
APN: 112–10–027D HANNEMANN VALARIE L EXISTING ZONING: ER (NOT A PART)
GETAWAY TRAIL
EXISTING 20' INGRESS/EGRESS EASEMENT
EXISTING 16" WATERLINE
EXISTING SEWER LINE TRANSITION FROM 8" TO 12"
S 20°38'31" W 178.53'
L=205.33, R=980.37
Δ=12°00'00"
S 0°05'48" E 281.43'
S 32°38'31" W 266.48'
228.73' S 80°22'47" W
S 58°56'21" W 578.03'
S 32°38'31" W 159.49'
92.00' PROPOSED ROW
EXISTING 100' UTILITY EASEMENT
APN: 112–10–001Z BOYER RONALD C EXISTING ZONING: RR (NOT A PART)
APN: 112–10–015 ODEGAARD CHARLIE & GLENDA GEANE EXISTING ZONING: RR (NOT A PART)
EXISTING 30' INGRESS/EGRESS & P.U.E.
EXISTING 30' INGRESS/EGRESS & P.U.E.
ODEGAARD VAN & CAROL APN: 112–05–032B EXISTING ZONING: RR (NOT A PART)
APN: 112–10–005D SPEK–FLAG LLC EXISTING ZONING: ER (NOT A PART)
BLOCK B PROPOSED ZONING: PF 3.12 ACRES
BLOCK A PROPOSED ZONING: PF 7.14 ACRES
PROPOSED CATCH BASIN & STORM DRAIN (TYP.)
PROPOSED RETENTION BASIN
PURPLE SAGE TRAIL
N 89°17'35" E 661.77'
BLOCK C PROPOSED ZONING: PF 19.99 ACRES
PROPOSED DRAINAGE EASEMENT, (TYP.)
PROPOSED 10" SEWER LINE
EXISTING 30' FUTS, PUBLIC WATER & SEWER EASEMENT 30' FUTS EASEMENT
100–YEAR FEMA FLOODPLAIN
EXISTING 20' SEWER EASEMENT
APN: 112–10–031 FOUNTAINHEAD FLAG LLC (NOT A PART)
APN: 112–10–033 SPEK–FLAG LLC EXISTING ZONING: ER (NOT A PART)
PROPOSED 8" SEWER LINE
N 89°59'47" E 527.16'
APN: 116–13–005B COCONINO COUNTY EXISTING ZONING: OS (NOT A PART)
EXISTING APS ROAD TO BE MAINTAINED & IMPROVED IF REQUIRED
EXISTING 40' APS EASEMENT
EXISTING 40' APS EASEMENT
PROPOSED OFFSITE ACCESS ROAD
SECTION LINE
S 0°29'03" E 1334.42'
EXISTING 66' ROADWAY RIGHT–OF–WAY
PROPOSED 8" WATERLINE
BLOCK E PROPOSED ZONING: HC 59.11 ACRES
EXISTING 80' EASEMENT TO REMAIN
APN: 112–05–129 SPEK–FLAG LLC EXISTING ZONING: ER (NOT A PART)
93.50' PROPOSED ROW
103.00' PROPOSED ROW
EXISTING 32' APS EASEMENT
EXISTING 20' APS EASEMENT
S 0°28'47" E 1325.06'
INFANTRY ROAD
TRACT Z FUTURE DEVELOPMENT 50.24 ACRES
ZONING BOUNDARY
PROPOSED DRAINAGE MAINTENANCE EASEMENT
PROPOSED RETENTION BASINS
PROPOSED DRAINAGE MAINTENANCE EASEMENT
WOODY MOUNTAIN RD
PROPOSED WATER STUB (TYP.)
BLOCK D PROPOSED ZONING: HC 15.36 ACRES
PROPOSED RETENTION BASIN & DRAINAGE MAINTENANCE EASEMENT
PROPOSED RETENTION BASIN & DRAINAGE MAINTENANCE EASEMENT
PROPOSED HYDRANT (TYP.)
TRACT ZZ FUTURE DEVELOPMENT 2.56 ACRES
EXISTING 66' ROADWAY EASEMENT
PROPOSED 16" WATERLINE (TYP.)
EXISTING INGRESS/EGRESS & P.U.E.
N 89°13'07" E 420.93'
EXISTING 18" WATER LINE
N 17°17'48" E 1390.15'
SR 89A/BEULAH BLVD
PROPOSED 8" WATERLINE
123' VARIES PROPOSED ROW
SECTION LINE
Δ=8°29'15" L=602.82, R=4069.41
INTERSTATE 17 - SOUTHBOUND
INTERSTATE 17 - NORTHBOUND
MATCH LINE - SEE BELOW

SCALE 1" : 200'
0 100 200

MATCH LINE - SEE ABOVE
APN: 112–05–001K SPEK–FLAG LLC EXISTING ZONING: R1 (NOT A PART)
APN: 112–05–130A SPEK–FLAG LLC EXISTING ZONING: R1 (NOT A PART)
APN: 112–47–033 REZNICK NW FMLY TRC/U THE ALCOVE TRUST DTD 11–29–04 EXISTING ZONING: R1 (NOT A PART)
4" ABANDONED WATERLINE
MT DELL
APN: 112–05–001S REZNICK NW FMLY TRC/U THE ALCOVE TRUST DTD 11–29–04 EXISTING ZONING: R1 (NOT A PART)
EXISTING 18" SEWER LINE
CONNECT TO EXISTING 12" WATERLINE
APN: 112–12–046B CITY OF FLAGSTAFF EXISTING ZONING: PF (NOT A PART)
W. UNIVERSITY HEIGHTS DR. S.
APN: 112–17–033 CHURCH OF THE RESURRECTION FLAGSTAFF INC. EXISTING ZONING: HR (NOT A PART)
16"W
SR 89A/BEULAH BLVD
PROPOSED 16" WATERLINE (TYP.)
INTERSTATE 17 - SOUTHBOUND
INTERSTATE 17 - NORTHBOUND
SCALE 1" : 200'
0 100 200

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

PROPOSED OVERVIEW MAP

JOB NO: 21045
DATE: MAY 23
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: CNP
CHECKED: GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

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Flagstaff, AZ 86001
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928.774.8934 fax
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed 5/23/23
ARIZONA, USA

Registered Professional Engineer
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

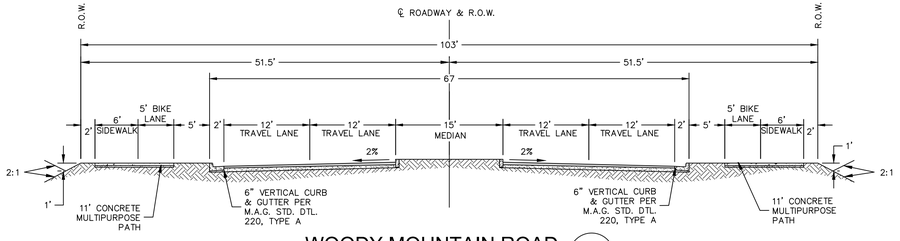
C.O.F. Project # PZ–21–00126

DRAWING NO.
OM02

SHT NO. 4 OF 30

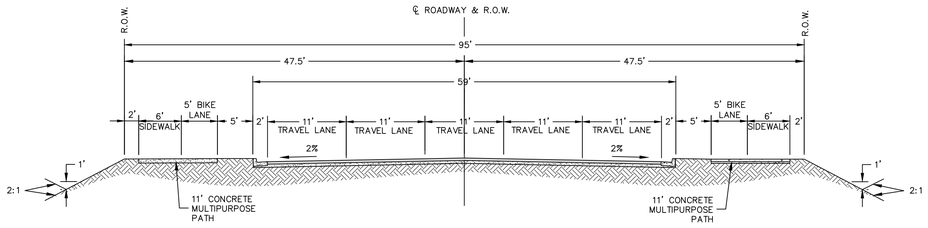
FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – PROPOSED OVERVIEW MAP.DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:05pm



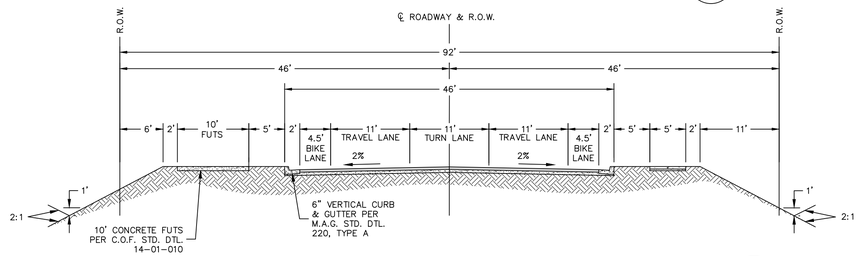
WOODY MOUNTAIN ROAD

NO SCALE — A / DT01



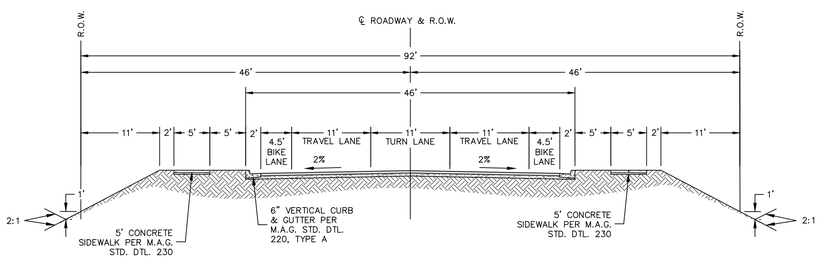
PURPLE SAGE TRL - BEULAH BLVD TO INTERSECTION M

NO SCALE — B / DT01



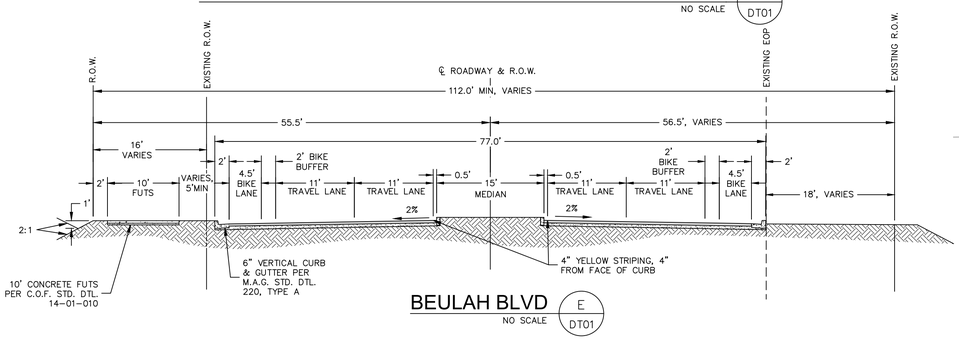
PURPLE SAGE TRL FROM INTERSECTION M TO STA 219+00

NO SCALE — C / DT01



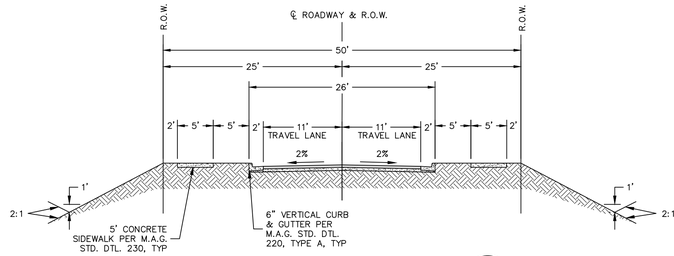
PURPLE SAGE TRL FROM STA 219+00 TO CUL-DE-SAC

NO SCALE — D / DT01



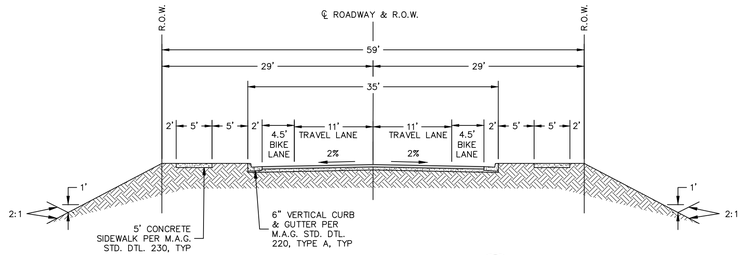
BEULAH BLVD

NO SCALE — E / DT01



FUTURE GETAWAY TRAIL

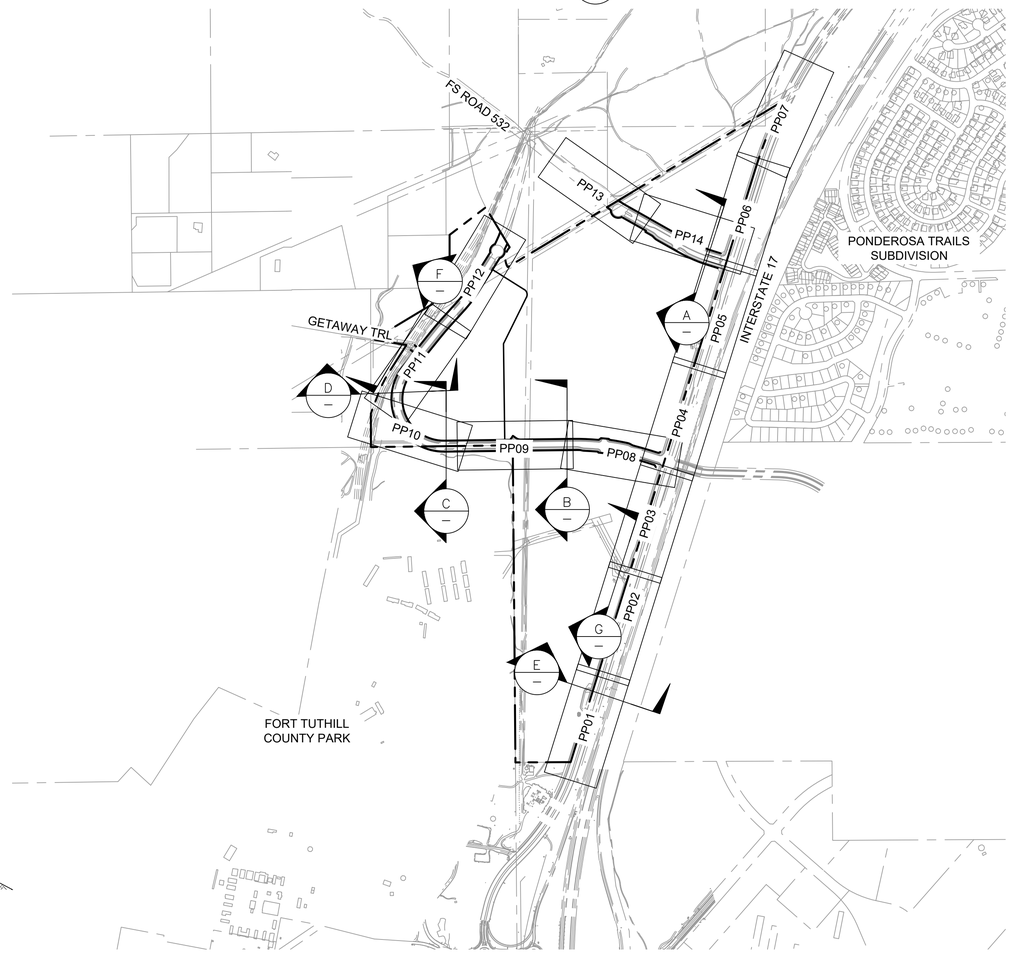
NO SCALE — F / DT01



FUTURE INFANTRY RD

NO SCALE — G / DT01

NOTES:
1. ROADWAY SECTIONS ARE MODIFIED FROM THE C.O.F. STANDARD ENGINEERING DETAILS. REFER TO THE SPECIFIC PLAN FOR MORE INFORMATION ON THE REQUESTED MODIFICATIONS.
2. THE MINIMUM DEPTH OF THE AC VARIES, DEPENDING ON THE TYPE OF ROADWAY. THE TYPICAL MINIMUM PAVEMENT DEPTHS ARE PER GEOTECH REPORT.



KEYMAP

NO SCALE

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 45756 — AARON D. BORING — Date Signed 5/23/23 — ARIZONA, U.S.A.

Registered Professional Engineer (Civil) — CERTIFICATE NO. 33983 — GUILLERMO E. CORTES — 5/23/23 — Date Signed — ARIZONA, U.S.A.

C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

TYPICAL STREET SECTIONS

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

NO.	DESCRIPTION	DATE	BY
REVISIONS			

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DRAWING NO. DT01

SHT NO. 5 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – ROADWAY SECTIONS.DWG JERKSSON

PLOTTED: May 23, 2023 – 3:05pm

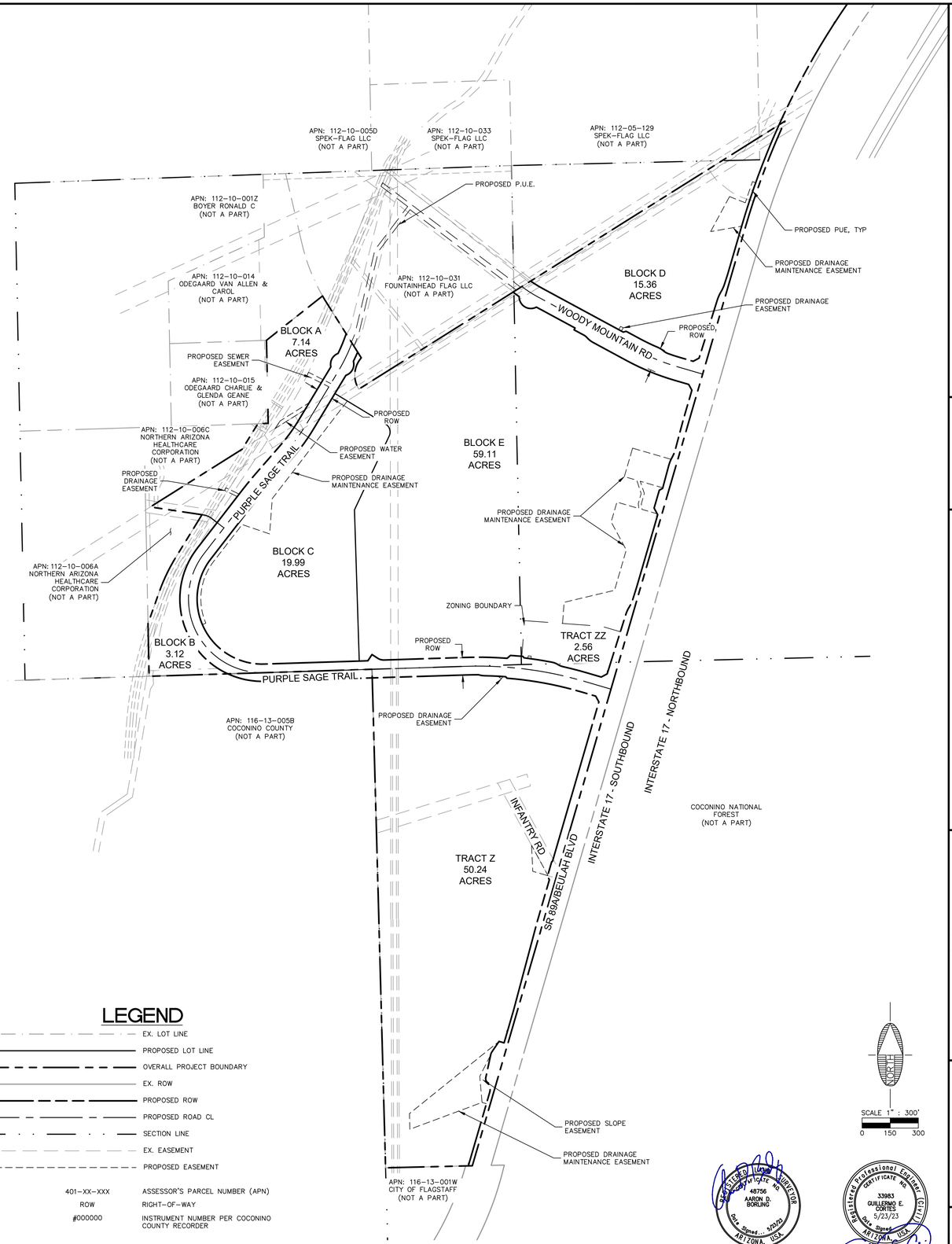
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	159.49	S 32°38'31" W
L2	579.03	S 58°56'21" W
L3	278.73	S 80°22'47" E
L4	266.48	S 32°38'31" W
L6	178.53	S 20°38'31" W
L7	281.43	S 0°05'48" E
L8	661.77	N 89°17'35" E
L9	527.67	N 89°15'47" E
L10	1334.42	S 0°29'03" E
L11	1325.06	S 0°28'47" E
L12	426.93	N 89°43'07" E
L13	35.72	N 89°47'12" E
L14	1390.15	N 17°17'48" E
L15	3823.94	N 17°18'07" E
L17	1707.71	S 58°54'38" W
L18	977.15	S 58°54'38" W
L20	346.13	N 31°05'02" W
L22	381.15	S 52°43'22" W
L23	442.99	S 0°04'02" E
L24	54.76	S 89°09'58" W
L25	315.31	S 57°48'42" E
L27	434.69	S 26°15'49" W
L28	806.71	S 0°44'10" E
L29	103.07	N 72°39'50" W
L30	413.51	N 84°41'28" W
L31	191.57	S 5°18'32" W
L32	408.07	N 17°17'46" E
L34	136.10	N 7°58'18" W
L36	80.00	N 17°17'46" E
L38	152.64	N 40°35'25" E
L40	683.14	N 17°17'46" E
L41	36.77	N 27°42'14" W
L42	95.50	N 17°17'46" E
L43	20.51	N 62°17'46" E
L44	111.46	N 17°17'46" E
L47	405.81	N 16°02'09" E
L48	252.12	N 17°17'46" E
L49	39.60	N 27°42'14" W
L50	97.52	N 72°42'16" W
L52	10.39	N 38°20'54" W
L56	1077.85	S 89°15'50" W
L58	228.02	N 38°48'45" E
L59	166.02	N 38°48'45" E
L61	191.74	N 42°09'16" E
L63	328.18	N 32°11'18" E
L67	337.15	S 32°11'18" W
L68	191.74	S 42°09'16" W
L69	166.02	S 38°48'45" W
L70	228.02	S 38°48'45" W
L71	552.59	N 89°15'50" E
L72	39.91	N 34°15'50" E
L73	35.93	S 55°44'10" E
L74	439.38	N 89°15'50" E
L75	21.91	N 50°23'54" E
L76	84.01	S 84°41'28" E
L77	9.61	S 39°41'28" E
L78	85.30	S 72°42'16" E
L79	40.04	N 62°55'28" E
L80	332.79	N 17°17'46" E
L81	451.84	N 17°17'46" E
L82	36.75	N 27°42'14" W
L83	116.00	N 17°17'46" E
L84	14.90	N 30°49'06" E
L85	348.02	N 17°17'46" E
L86	114.42	N 17°17'46" E
L87	39.60	N 27°42'14" W
L88	81.50	N 72°42'14" W
L89	17.68	S 74°28'12" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L90	64.99	N 60°31'48" W
L91	2.00	N 11°56'23" W
L92	124.32	N 60°31'48" W
L93	161.47	N 57°43'52" W
L94	129.61	N 60°31'48" W
L95	19.41	N 51°48'23" W
L96	480.34	S 60°31'48" E
L97	15.56	N 74°28'12" E
L98	91.09	S 60°31'48" E
L99	70.59	S 72°42'14" E
L100	39.15	N 62°54'14" E
L101	334.21	N 18°32'38" E
L102	55.01	N 18°32'38" E
L103	258.43	N 17°17'46" E
L104	136.60	N 72°42'14" W
L106	582.43	N 60°31'48" W
L108	152.38	N 72°38'46" W
L110	1077.85	S 89°15'50" W
L112	228.02	N 38°48'45" E
L113	166.02	N 38°48'45" E
L115	191.74	N 42°09'16" E
L117	328.18	N 32°11'18" E
L119	7.30	S 78°50'30" E
L121	34.41	S 51°11'15" E
L122	45.92	S 51°11'15" E
L123	28.63	N 72°42'14" W
L124	411.04	S 70°41'33" W
L125	83.86	N 0°00'00" E
L126	541.71	N 52°13'16" E
L127	61.45	N 5°18'32" E
L128	274.35	N 65°15'24" E
L129	181.04	S 82°30'39" E
L139	58.04	N 11°06'15" W
L140	61.23	N 0°12'44" E
L141	49.08	S 72°42'14" E
L144	20.00	N 67°52'36" E
L146	235.14	N 38°48'45" E
L147	145.95	S 73°56'38" E
L148	141.93	N 21°43'00" E
L149	690.95	N 38°40'47" E
L150	22.50	N 69°18'40" W
L152	90.51	N 67°21'37" W
L153	212.17	S 29°26'14" W
L154	172.98	N 81°13'18" E
L155	923.95	N 51°49'18" W
L156	20.57	S 24°38'31" W
L157	178.25	S 51°49'18" E
L158	288.96	S 38°11'36" W
L159	459.64	S 14°27'27" W
L160	50.20	S 23°19'23" W
L161	66.06	N 23°19'23" E
L162	456.98	N 14°27'27" E
L163	278.76	N 38°11'37" E
L164	711.04	S 51°49'18" E
L165	84.97	N 62°01'25" W
L166	20.01	N 25°56'50" E
L167	87.15	S 62°01'25" E
L168	28.86	N 32°58'23" W
L169	16.00	N 55°36'22" E
L170	21.39	S 34°23'38" E
L171	188.37	S 58°56'04" W
L172	48.31	N 34°28'42" E
L173	184.08	N 58°56'04" E
L174	39.38	N 51°11'15" W
L175	45.11	S 80°22'47" E
L176	17.18	S 57°48'42" E
L177	40.89	N 30°58'26" E
L178	16.31	N 57°46'28" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L182	22.10	S 49°12'59" E
L183	16.00	N 40°47'01" E
L184	21.72	N 49°12'59" W
L185	9.07	S 66°11'15" E
L186	16.00	S 23°48'45" W
L187	13.36	N 66°11'15" W
L188	15.94	N 42°20'49" E
L189	16.00	S 47°39'11" E
L190	24.48	S 42°20'49" W
L191	543.44	S 89°15'50" W
L192	1.02	N 32°53'55" E
L193	19.15	N 1°45'32" W
L194	454.16	N 89°15'50" E
L195	12.57	S 2°37'27" W
L196	15.78	S 86°21'03" E
L197	12.56	N 3°38'57" E
L198	4.00	N 8°21'28" E
L199	6.00	N 81°38'32" W
L200	4.00	S 8°21'28" W
L201	38.06	N 60°07'14" W
L202	42.60	N 0°27'47" E
L203	116.90	N 47°11'10" E
L204	52.24	N 74°25'08" W
L205	16.00	N 15°26'33" E
L206	52.76	S 74°25'01" E
L207	39.65	N 69°57'44" W
L208	16.00	N 20°02'16" E
L209	38.89	S 69°57'44" E
L210	20.08	N 29°28'13" E
L211	16.00	N 60°31'47" W
L212	20.08	S 29°28'13" W
L213	44.91	S 70°48'42" W
L214	31.76	N 4°41'11" W
L215	39.80	N 65°20'04" E
L219	4.00	N 69°55'30" W
L220	6.00	S 20°04'30" W
L221	4.00	S 69°55'30" E
L225	4.00	N 72°42'14" W
L226	6.00	S 17°17'46" W
L227	4.00	S 72°42'14" E
L228	184.88	N 27°28'27" W
L229	138.75	S 1°37'18" E
L230	85.22	S 72°42'09" E
L231	12.44	N 12°39'05" W
L232	16.00	S 77°20'55" W
L233	24.39	S 12°39'05" E
L234	11.69	S 52°01'42" W
L235	29.75	N 37°58'18" W
L236	28.87	N 52°01'42" E
L237	29.98	N 89°14'39" W
L238	41.57	N 0°45'21" E
L239	50.77	S 89°14'39" E
L240	18.81	N 45°38'04" W
L241	4.00	N 72°42'14" W
L242	6.00	S 17°17'46" W
L243	4.00	S 72°42'14" E
L244	4.00	N 72°42'14" W
L245	6.00	S 17°17'46" W
L246	4.00	S 72°42'14" E
L247	8.25	N 17°17'46" E
L248	6.00	N 17°17'46" E
L249	329.68	N 17°17'46" E
L250	40.03	N 17°17'46" E
L251	24.11	N 17°17'46" E
L252	8.39	N 7°58'18" W
L253	87.31	N 7°58'18" W
L254	34.35	N 7°58'18" W
L255	6.05	N 7°58'18" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L256	30.94	N 40°35'25" E
L257	19.97	N 40°35'25" E
L258	101.73	N 40°35'25" E
L259	1.98	S 72°42'14" E
L260	10.80	S 17°17'46" W
L261	38.38	N 17°17'46" E
L262	6.00	N 17°17'46" E
L263	67.08	N 17°17'46" E
L264	241.72	S 89°17'40" W
L268	573.02	N 89°15'50" E
L269	504.82	N 89°15'50" E
L270	420.06	N 89°17'32" E
L272	111.71	N 38°48'45" E
L273	36.81	N 38°48'45" E
L274	21.83	N 38°48'45" E
L280	67.07	N 32°11'18" E
L281	44.44	N 32°11'18" E
L282	55.93	N 32°11'18" E
L283	17.44	N 32°11'18" E
L284	49.61	N 32°11'18" E
L285	20.05	N 32°11'18" E
L286	73.64	N 32°11'18" E
L288	49.88	S 32°11'18" W
L289	40.89	S 32°11'18" W
L290	133.08	S 32°11'18" W
L291	128.65	S 57°48'42" E
L292	186.66	S 57°48'42" E
L293	194.76	S 31°05'02" E
L294	53.15	S 31°05'02" E
L295	5.01	S 31°05'02" E
L296	19.58	S 31°05'02" E
L297	37.10	S 31°05'02" E
L298	36.52	S 31°05'02" E
L299	55.40	S 58°54'38" W
L300	6.95	S 58°54'38" W
L301	27.80	S 58°54'38" W
L302	20.31	S 58°54'38" W
L303	972.08	S 58°54'38" W
L305	462.84	S 60°31'48" E
L306	16.00	S 60°31'48" E
L307	1.50	S 60°31'48" E
L308	29.53	S 58°54'38" W
L309	230.08	S 17°17'46" W
L310	80.29	S 17°17'46" W
L311	16.02	S 17°17'46" W
L312	20.21	S 17°17'46" W
L313	1.41	S 17°17'46" W
L314	8.32	N 17°17'46" E
L315	6.00	N 17°17'46" E
L316	217.84	N 17°17'46" E
L323	103.22	N 17°17'46" E
L324	34.24	N 17°17'46" E
L325	38.25	N 17°17'46" E
L329	261.65	N 84°41'28" W
L330	151.86	N 84°41'28" W
L331	20.00	S 84°41'28" E
L332	16.00	S 84°39'17" E
L333	4.00	N 0°44'10" W
L334	6.00	S 89°15'50" W
L335	4.00	S 0°44'10" E
L336	23.73	S 70°21'39" W
L337	34.12	S 34°28'42" W
L338	20.46	N 70°21'39" E
L339	32.14	N 6°11'15" W
L340	30.69	S 34°28'42" W
L341	28.86	S 6°11'15" E
L342	16.41	N 72°42'14" W
L343	38.25	S 17°12'54" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L344	16.36	S 72°42'14" E
L345	19.19	S 68°37'10" E
L346	111.57	N 19°51'25" E
L347	9.07	S 66°11'15" E
L348	16.00	S 23°48'45" W
L349	13.36	N 66°11'15" W
L350	226.89	N 5°14'09" E
L351	75.94	S 84°45'51" E
L352	16.00	S 5°14'09" W
L353	59.94	N 84°45'51" W
L354	210.89	S 5°14'09" W
L355	4.17	N 38°48'45" E
L356	119.33	N 72°42'14" W
L357	145.25	N 27°12'05" W
L358	169.76	N 17°15'49" E
L359	170.31	S 72°44'11" E
L360	31.78	N 17°15'49" E
L361	48.46	N 11°06'15" W
L362	70.18	N 0°12'44" E
L363	126.70	N 72°42'14" W
L364	116.40	N 17°15'58" E
L365	198.86	S 72°44'19" E
L366	113.30	S 32°11'18" W
L367	36.00	S 84°42'27" E
L368	13.00	S 84°38'47" E
L369	61.80	N 17°17'46" E
L370	102.69	N 17°17'46" E
L371	16.01	N 17°17'46" E
L372	65.87	N 17°17'46" E
L373	93.70	N 17°17'46" E
L374	22.31	N 17°17'46" E
L375	29.76	N 17°17'46" E
L376	1572.79	S 58°54'38" W



LEGEND

- EX. LOT LINE
- PROPOSED LOT LINE
- OVERALL PROJECT BOUNDARY
- EX. ROW
- PROPOSED ROW
- PROPOSED ROAD CL
- SECTION LINE
- EX. EASEMENT
- PROPOSED EASEMENT

401-XX-XXX	ASSESSOR'S PARCEL NUMBER (APN)
ROW	RIGHT-OF-WAY
#000000	INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

NOTES:
1. TRACT G IS INTENDED TO BE SUBDIVIDED AND THE EXISTING EASEMENT LOCATED WITHIN THIS BLOCK WILL BE ABANDONED/ADJUSTED IN THE FUTURE WHEN DEVELOPMENT OCCURS.

BLOCK PLAT OVERVIEW

SCALE 1" : 300'
0 150 300

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18756
AARON D. BORLING
Date Signed 5/23/23
ARIZONA, USA

Registered Professional Engineer
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

OVERALL BLOCK PLAT

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
BP01

SHT NO. 6 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – OFFSITES KEY MAP.DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:06pm

LEGEND

- EX. LOT LINE
- PROPOSED LOT LINE
- OVERALL PROJECT BOUNDARY
- EX. ROW
- PROPOSED ROW
- PROPOSED ROAD CL
- SECTION LINE
- EX. EASEMENT
- PROPOSED EASEMENT
- PROPERTY CORNER
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- 401–XX–XXX — ASSESSOR'S PARCEL NUMBER (APN)
- ROW — RIGHT–OF–WAY
- #000000 — INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

SCALE 1" : 100'
0 50 100

NOTES:
1. TRACT Z AND TRACT ZZ ARE INTENDED TO BE SUBDIVIDED AND THE EXISTING EASEMENT LOCATED WITHIN THIS BLOCK WILL BE ABANDONED/ADJUSTED IN THE FUTURE WHEN DEVELOPMENT OCCURS.

APN: 112–10–005D
SPEK–FLAG LLC
(NOT A PART)

EXISTING 30' FUTS, PUBLIC WATER & SEWER EASEMENT INST. 3705788
INST. 3708271
30' FUTS EASEMENT DKT 1482, PG 886, TO REMAIN

APN: 112–10–033
SPEK–FLAG LLC
(NOT A PART)

APN: 112–05–129
SPEK–FLAG LLC
(NOT A PART)

EXISTING INGRESS/EGRESS & P.U.E. TO REMAIN

FS ROAD 532

1/4
S31 | S32

APN: 112–10–001Z
BOYER RONALD C
(NOT A PART)

EXISTING 20' SEWER EASEMENT INST. 3860968, TO REMAIN

PROPOSED 26' P.U.E. TO BE DEDICATED SEPARATELY FROM PLAT

EXISTING 80' EASEMENT DKT 1389, PG 135, TO REMAIN

EXISTING 32' APS EASEMENT DKT 1389, PG 129, TO REMAIN

PROPOSED DRAINAGE MAINTENANCE EASEMENT

ODEGAARD VAN & CAROL
APN: 112–05–032B
(NOT A PART)

APN: 112–10–031
FOUNTAINHEAD FLAG LLC
(NOT A PART)

PROPOSED 20' P.U.E. TO BE DEDICATED SEPARATELY FROM PLAT

BLOCK D
15.36
ACRES

EXISTING 96' ROW

INTERSTATE 17 - SOUTHBOUND

INTERSTATE 17 - NORTHBOUND

APN: 112–10–014
ODEGAARD VAN ALLEN & CAROL
(NOT A PART)

EXISTING 40' APS EASEMENT DKT 1389, PG 129, TO REMAIN

EXISTING 20' SEWER EASEMENT INST. 3860968, TO REMAIN

PROPOSED 103' ROW

PROPOSED 33' ROW, VARIES

WOODY MOUNTAIN RD

SR 89A/BEULAH BLVD

BLOCK A
7.14
ACRES

APN: 112–10–015
ODEGAARD CHARLIE & GLENDA GEANE
(NOT A PART)

BLOCK E
59.11
ACRES

PROPOSED DRAINAGE MAINTENANCE EASEMENT

PURPLE SAGE TRAIL

BLOCK C
19.99
ACRES

PROPOSED DRAINAGE MAINTENANCE EASEMENT

MATCHLINE SEE SHEET PP03

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – PRELIMINARY BLOCK PLAT 2.DWG JERKSSON

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PRELIMINARY BLOCK PLAT (1)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swoz.com

Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you plan to excavate.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed 5/23/23
ARIZONA, USA

Registered Professional Engineer
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

DRAWING NO.
BP02

SHT NO. 7 OF 30

C.O.F. Project # PZ-21-00126

APN: 112-10-006C
NORTHERN ARIZONA HEALTHCARE CORPORATION
(NOT A PART)

GETAWAY TRAIL

PURPLE SAGE TRAIL

EXISTING ROAD EASEMENT TO REMAIN

30' FUTS, PUBLIC WATER & SEWER EASEMENT
30' FUTS EASEMENT TO REMAIN

APN: 112-10-006A
NORTHERN ARIZONA HEALTHCARE CORPORATION
(NOT A PART)

PROPOSED DRAINAGE MAINTENANCE EASEMENT

BLOCK C
19.99
ACRES

BLOCK E
59.11
ACRES

'PROPOSED
92' ROW

FUTS, PUBLIC WATER & SEWER EASEMENT
INST. 3705788
INST. 3708271
30' FUTS EASEMENT DKT
1482, PG 886

BLOCK B
3.12
ACRES

PROPOSED DRAINAGE MAINTENANCE EASEMENT

TRACT ZZ
2.56
ACRES

PROPOSED
98' ROW

PURPLE SAGE TRAIL

T20N R7E
S31 | S32

T20N R7E
S6 | S5

N1/4 S5
T20N R7E

N 89°42'46" E 1858.35'
BASIS OF BEARING

INTERSTATE 17 - SOUTHBOUND

INTERSTATE 17 - NORTHBOUND

EXISTING
96' ROW

EXISTING 30'
INGRESS/
EGRESS & P.U.E.
INST. 3044116, TO
REMAIN

46' ROW TO BE
DEDICATED
SEPARATELY FROM
PLAT

EXISTING 40' APS
EASEMENT DKT
1389, PG 129,
TO REMAIN

TRACT Z
50.24
ACRES

SR 89A/BEULAH BLVD

APN: 116-13-005B
COCONINO COUNTY
(NOT A PART)

COCONINO NATIONAL FOREST
(NOT A PART)

EXISTING 66' ROADWAY
RIGHT-OF-WAY DKT
1389, PG 127, TO REMAIN

INFANTRY RD

22' PROPOSED ROW, VARIES

EXISTING 66' ROADWAY
EASEMENT DKT 1395, PG
199, TO REMAIN

PROPOSED ROAD
EASEMENT

EXISTING 20' APS EASEMENT
DKT 1389, PG 131, TO REMAIN

LEGEND

- EX. LOT LINE
- PROPOSED LOT LINE
- OVERALL PROJECT BOUNDARY
- EX. ROW
- PROPOSED ROW
- PROPOSED ROAD CL
- SECTION LINE
- EX. EASEMENT
- PROPOSED EASEMENT
- PROPERTY CORNER
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- 401-XX-XXX — ASSESSOR'S PARCEL NUMBER (APN)
- ROW — RIGHT-OF-WAY
- #000000 — INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

SCALE 1" : 100'
0 50 100

NOTES:
1. TRACT Z AND TRACT ZZ ARE INTENDED TO BE SUBDIVIDED AND THE EXISTING EASEMENT LOCATED WITHIN THIS BLOCK WILL BE ABANDONED/ADJUSTED IN THE FUTURE WHEN DEVELOPMENT OCCURS.

PLOTTED: May 23, 2023 - 3:06pm

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - PRELIMINARY BLOCK PLAT 2.DWG JERIKSSON

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PRELIMINARY BLOCK PLAT (2)

JOB NO: 21045
DATE: MAY 23
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: CNP
CHECKED: GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swoz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig in Arizona!
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
BP03

SHT NO. 8 OF 30

C.O.F. Project # PZ-21-00126

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46756
AARON D.
BORLING
Date Signed... 5/23/23
ARIZONA, USA

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E.
CORTES
5/23/23
Date Signed
ARIZONA, USA

PLOTTED: May 23, 2023–3:06pm

LEGEND

- EX. LOT LINE
- PROPOSED LOT LINE
- OVERALL PROJECT BOUNDARY
- EX. ROW
- PROPOSED ROW
- PROPOSED ROAD CL
- SECTION LINE
- EX. EASEMENT
- PROPOSED EASEMENT
- PROPERTY CORNER
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- 401–XX–XXX — ASSESSOR'S PARCEL NUMBER (APN)
- ROW — RIGHT–OF–WAY
- #000000 — INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

SCALE 1" : 100'
0 50 100

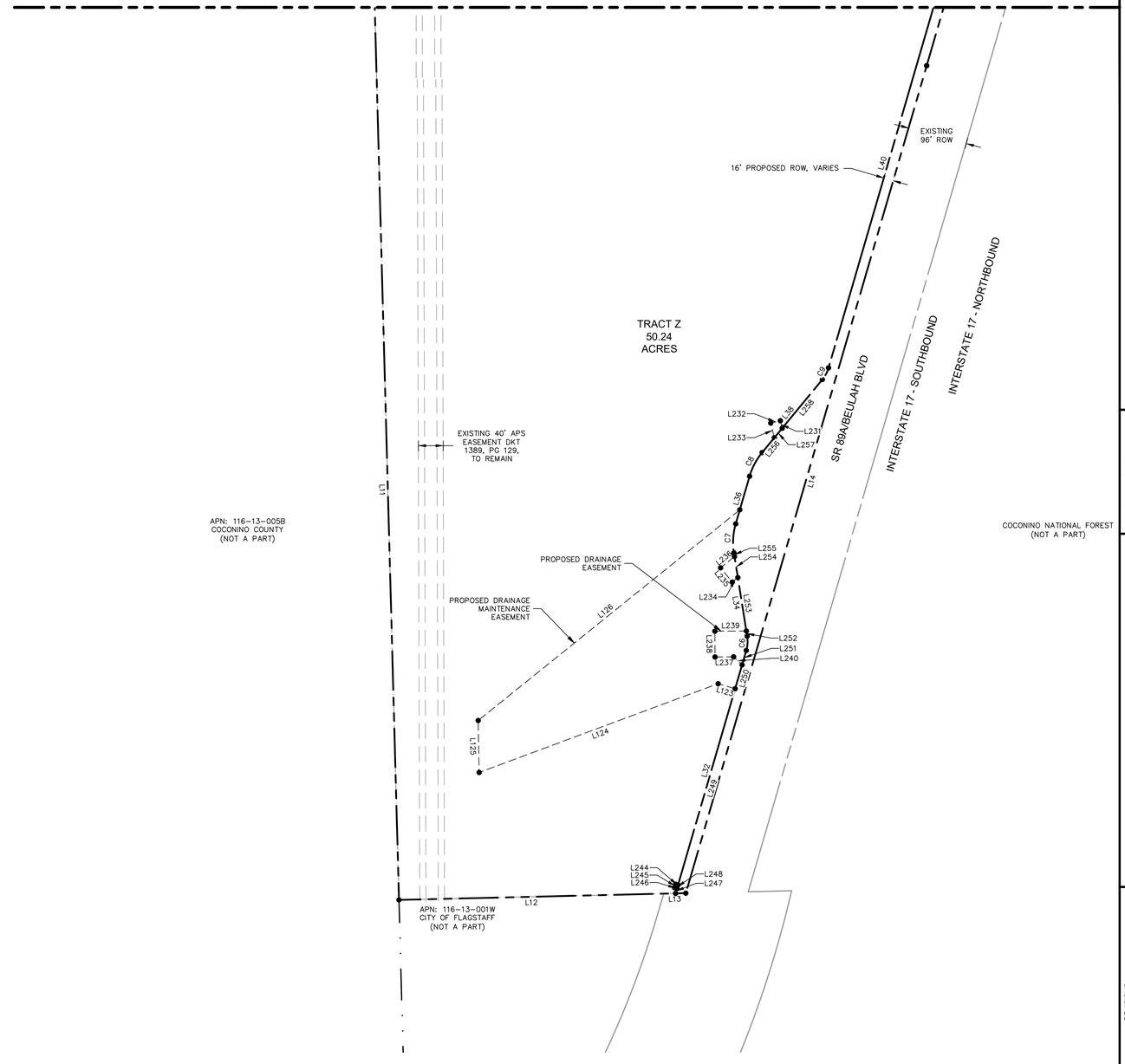
NOTES:
1. TRACT Z AND TRACT ZZ ARE INTENDED TO BE SUBDIVIDED AND THE EXISTING EASEMENT LOCATED WITHIN THIS BLOCK WILL BE ABANDONED/ADJUSTED IN THE FUTURE WHEN DEVELOPMENT OCCURS.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	205.33	980.37	12°00'00"
C2	602.82	4069.41	8°29'15"
C3	179.47	140.00	73°26'57"
C4	43.33	645.63	3°50'44"
C5	73.37	50.00	84°04'31"
C6	23.37	53.00	25°16'04"
C7	47.19	107.00	25°16'04"
C8	43.50	107.00	23°17'39"
C9	21.55	53.00	23°17'39"
C10	45.33	215.09	12°04'35"
C11	49.62	213.16	13°20'12"
C12	399.23	1941.50	11°46'54"
C13	113.27	1949.00	3°19'48"
C14	32.06	107.50	17°05'11"
C15	62.62	1954.00	1°50'10"
C16	993.73	439.50	129°32'55"
C17	119.35	2046.00	3°20'32"
C18	165.94	954.00	9°57'58"
C19	6.32	954.00	0°22'46"
C20	88.51	62.00	81°47'49"
C21	113.24	954.00	6°48'05"
C22	54.17	1046.00	2°58'02"
C23	93.61	62.00	86°30'28"
C25	181.94	1046.00	9°57'58"
C27	113.98	1954.00	3°20'32"
C30	785.71	347.50	129°32'55"
C34	35.74	58.50	35°00'00"
C36	207.88	2047.50	5°49'02"
C40	144.90	2058.50	4°01'59"
C41	49.42	2058.50	1°22'32"
C42	39.63	108.00	21°01'31"
C43	24.23	72.00	19°16'46"
C44	76.90	2047.50	2°09'07"
C48	45.49	178.96	14°33'48"
C49	45.49	178.96	14°33'48"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C55	46.12	97.56	27°05'01"
C56	47.55	97.55	27°55'50"
C60	273.85	1263.53	12°25'05"
C65	34.91	84.50	23°40'07"
C66	30.78	84.50	20°52'11"
C69	129.57	62.00	119°44'11"
C70	21.15	718.50	1°41'10"
C72	74.04	615.50	6°53'33"
C76	107.71	1137.50	5°25'31"
C77	36.27	118.50	17°32'17"
C78	29.55	81.50	20°46'34"
C79	70.37	1148.50	3°30'38"
C83	45.61	180.00	14°31'10"
C84	45.61	180.00	14°31'10"
C87	582.32	4094.00	8°08'59"
C88	254.97	1200.00	12°10'26"
C89	101.48	667.00	8°43'03"
C90	631.31	2000.00	18°05'09"
C91	889.72	393.50	129°32'55"
C92	116.66	2000.00	3°20'32"
C93	173.94	1000.00	9°57'58"
C94	174.01	1000.00	9°58'12"
C95	50.95	100.00	29°11'31"
C96	348.31	327.50	60°56'09"
C97	119.56	4116.50	1°39'51"
C98	48.63	1949.00	1°25'47"
C99	16.00	1949.00	0°28'13"
C100	48.59	1949.00	1°25'42"
C101	60.53	439.50	7°53'26"
C102	91.43	439.50	11°55'11"
C103	51.38	439.50	6°41'54"
C104	790.39	439.50	103°02'24"
C105	416.14	347.50	68°36'46"
C106	6.44	347.50	1°03'41"
C107	18.14	347.50	2°59'26"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C108	345.00	347.50	56°53'01"
C111	1.22	4094.00	0°01'02"
C112	96.92	4025.52	1°22'46"
C113	47.19	4094.00	0°39'37"
C114	50.23	4094.00	0°42'11"
C115	6.00	4094.00	0°05'02"
C116	36.16	4094.00	0°30'22"
C117	4.72	4094.00	0°03'58"
C118	339.03	4094.00	4°44'41"
C126	13.63	178.96	4°21'55"
C130	133.13	2060.89	3°42'05"
C131	6.00	2166.79	0°09'31"
C132	5.77	631.54	0°31'24"
C133	31.85	178.96	10°11'53"

MATCHLINE SEE SHEET PP03



FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – PRELIMINARY BLOCK PLAT 2.DWG JERIKSSON

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PRELIMINARY BLOCK PLAT (3)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swoz.com

SWI
Shephard Wesnitzer, Inc.

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ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 5/24/23
ARIZONA, USA

Registered Professional Engineer
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

DRAWING NO.
BP04

C.O.F. Project # PZ-21-00126

SHT NO. 9 OF 30

PLOTTED: May 23, 2023 - 3:06pm

LEGEND

- EX. LOT LINE
- PROPOSED LOT LINE
- OVERALL PROJECT BOUNDARY
- EX. ROW
- PROPOSED ROW
- SECTION LINE
- EX. EASEMENT
- PROPOSED DRAINAGE EASEMENT
- EX. WATER LINE
- EX. SEWER LINE
- EX. GAS
- PROPOSED GAS
- EX. OVERHEAD UTIL.
- FEMA FLOODPLAIN LIMITS
- PROPOSED SEWER
- PROPOSED WATER
- PROPOSED UNDERGROUND ELECTRIC
- DRAINAGE BASIN BOUNDARY
- ZONING BOUNDARY
- PROPOSED CONDUIT
- FLOW PATH
- PROPOSED RETENTION BASIN
- FEMA FLOODPLAIN

PROPERTY CORNER

FOUND 1/2" REBAR UNLESS OTHERWISE NOTED

401-XX-XXX ASSESSOR'S PARCEL NUMBER (APN)

ROW RIGHT-OF-WAY

EX-B1 / 538.5 / 75 — ID = BASIN IDENTIFICATION, A = AREA IN ACRES, CN = SCS CURVE NUMBER

NOTES:
1. REFER TO DRAINAGE IMPACT ANALYSIS & PRELIMINARY DRAINAGE REPORT DATED AUGUST 30, 2022 FOR MORE INFORMATION.

SCALE 1" : 100'
0 50 100

Post-devlopment Drainage Map

ID	Area (s.f.) Pine	Paved	Park	Business	ROW	Total (ac)	CN	TC (min)	100-year Q (cfs)	100-year Volume (ac-cf)
A1	1179532	0	21,697	391,570	182,022	40.7	81.6	46	69.9	9.029
A2	161,267	0	0	102,406	0	6.1	82.8	10.0	23.0	1.41
A3	272,311	16,047	0	0	110,345	9.2	81.7	10.0	33.7	2.057
B1	589,594	0	0	0	79,706	15.4	77.5	70.3	16.9	2.956
C1	1,421,630	0	0	0	60,979	34.0	75.9	85.0	32.7	6.055
C2	442,574	0	177,939	1,048,711	251,720	44.1	89.1	32.6	120.0	12.615
D1	813,909	0	0	0	84,905	20.6	77.0	75.9	20.6	3.806

100-YEAR FEMA FLOODPLAIN

EXISTING 30' FUTS, PUBLIC WATER & SEWER EASEMENT
30' FUTS EASEMENT TO REMAIN

APN: 112-10-005O
SPEK-FLAG LLC
(NOT A PART)

APN: 112-10-033
SPEK-FLAG LLC
(NOT A PART)

APN: 112-05-129
SPEK-FLAG LLC
(NOT A PART)

EXISTING SEWER LINE TRANSITION FROM 12" TO 18"

EXISTING INGRESS/EGRESS & P.U.E. TO REMAIN

1/4
S31 | S32

FS ROAD 532

CONNECT TO EXISTING 12" SEWERLINE

EXISTING 20' SEWER EASEMENT TO REMAIN

PROPOSED OFFSITE ACCESS ROAD

PROPOSED 8" SEWERLINE (TYP.)

PROPOSED 16" WATERLINE, (TYP.)

EXISTING 4" ABANDONED WATERLINE

APN: 112-10-001Z
BOYER RONALD C
(NOT A PART)

ODEGAARD VAN & CAROL
APN: 112-05-032B
EXISTING ZONING: RR
2.17 ACRES
(NOT A PART)

APN: 112-10-031
FOUNTAINHEAD FLAG LLC
(NOT A PART)

EXISTING 80' EASEMENT TO REMAIN

EXISTING 32' APS EASEMENT TO REMAIN

EXISTING 2-69 KV OVERHEAD ELECTRIC LINE

PROPOSED DRAINAGE MAINTENANCE EASEMENT

PROPOSED RETENTION BASIN

96' EXISTING ROW

BLOCK D
15.36
ACRES

PROPOSED 6' ROW, VARIES

APN: 112-10-014
ODEGAARD VAN ALLEN & CAROL
(NOT A PART)

EXISTING 40' APS EASEMENT TO REMAIN

PROPOSED STORM DRAIN (TYP.)

PROPOSED 8" SEWERLINE (TYP.)

PROPOSED STORM DRAIN OUTFALL (TYP.)

PROPOSED 103' ROW

EXISTING GAS LINE

INTERSTATE 17 - SOUTHBOUND

INTERSTATE 17 - NORTHBOUND

PROPOSED 16' DRAINAGE EASEMENT

PROPOSED WATER STUB (TYP.)

WOODY MOUNTAIN RD

PROPOSED DRIVEWAY

PROPOSED CATCH BASIN, (TYP.)

PROPOSED FIRE HYDRANT (TYP.)

SR 89A/BEULAH BLVD

EXISTING 20' SEWER EASEMENT TO REMAIN

EXISTING 80' EASEMENT TO REMAIN

CONNECT TO EXISTING 12" SEWERLINE

BLOCK A
7.14
ACRES

APN: 112-10-015
ODEGAARD CHARLIE & GLENDA GEANE
(NOT A PART)

PROPOSED 20' SEWER EASEMENT

PROPOSED 20' WATER EASEMENT

EXISTING 69 KV ELECTRIC LINE

PROPOSED RETENTION BASIN

CONNECT TO EXISTING 16" WATERLINE

PURPLE SAGE TRAIL

PROPOSED DRAINAGE MAINTENANCE EASEMENT

BLOCK C
19.99
ACRES

BLOCK E
59.11
ACRES

PROPOSED 16" WATERLINE, (TYP.)

RELOCATED FIBER AND UNDERGROUND ELECTRICAL LINES

PROPOSED 8" WATER LINE

PROPOSED DRAINAGE MAINTENANCE EASEMENT

PROPOSED RETENTION BASIN

A1 / 40.7 / 81.6

A2 / 6.1 / 82.8

A3 / 9.2 / 81.7

B1 / 15.4 / 77.5

MATCHLINE SEE SHEET DU02

C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

GRADING, DRAINAGE & UTILITY PLAN (1)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

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928.774.6934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

Call at least two full working days before you dig, it's the law!
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
DU01

SHT NO. 10 OF 30

REGISTERED LAND SURVEYOR
48756
AARON D. BORING
Date Signed 5/23/23
ARIZONA, U.S.A.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, U.S.A.

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - PRELIMINARY BLOCK PLAT.DWG JERKSSON

PLOTTED: May 23, 2023 – 3:07pm

MATCHLINE SEE SHEET DU01

APN: 112-10-006C
NORTHERN ARIZONA HEALTHCARE CORPORATION
(NOT A PART)

GETAWAY TRAIL
S 80°22'47" E 278.74'

PROPOSED 16' DRAINAGE EASEMENT

PROPOSED DRIVEWAY

PURPLE SAGE TRAIL

DRAINAGE MAINTENANCE EASEMENT

EXISTING 69 KV ELECTRIC LINE

PROPOSED RETENTION BASIN

APN: 112-10-006A
NORTHERN ARIZONA HEALTHCARE CORPORATION
(NOT A PART)

S 52°38'31" W 286.48'

L=205.33
R=980.37
Δ=12°00'05"

S 30°38'31" W 178.33'

BLOCK C
19.99
ACRES

PROPOSED 92' ROW

BLOCK E
59.11
ACRES

C2
44.1
89.1

PROPOSED RETENTION BASIN

S 59°21'29" E 397.18'

96' EXISTING ROW

DRAINAGE MAINTENANCE EASEMENT

PROPOSED RETENTION BASIN

ZONING BOUNDARY

TRACT ZZ
2.56
ACRES

EXISTING SEWER LINE TRANSITION FROM 8" TO 12"

PROPOSED CATCH BASIN & STROM DRAIN (TYP.)

EXISTING 30' FUTS, PUBLIC WATER & SEWER EASEMENT TO REMAIN

BLOCK B
3.12
ACRES

S 00°48'49" E 282.43'

PROPOSED 98' ROW

T20N R7E
S31 | S32

PURPLE SAGE TRAIL

N 89°15'47" E 527.67'

N 89°17'35" E 661.77'

N1/4 S5
T2ON R7E

N 89°42'46" E 1858.35'
BASIS OF BEARING

INTERSTATE 17 -NORTHBOUND

INTERSTATE 17 -SOUTHBOUND

CONNECT PROPOSED 8" WATERLINE TO EXISTING 16" WATERLINE

EXISTING 30' INGRESS/ EGRESS & P.U.E. TO REMAIN

CONNECT PROPOSED 8" SEWER TO EXISTING 8" SEWER

PROPOSED 8" SEWER (TYP.)

46' ROW (NOT A PART) TO BE DEDICATED SEPARATE FROM PLAT (TYP)

PROPOSED DRIVEWAY

T2ON R7E
S6 | S5

PROPOSED 8" WATERLINE (TYP.)

PROPOSED FIRE HYDRANT (TYP.)

PROPOSED DRIVEWAY

EXISTING 40' APS EASEMENT TO REMAIN

TRACT Z
50.24
ACRES

C1
34.0
75.9

SR 89A-BEULAH BLVD

PROPOSED 8" WATER LINE

APN: 116-13-005B
COCONINO COUNTY
(NOT A PART)

S 0°39'03" E 1334.42'

EXISTING 66' ROADWAY RIGHT-OF-WAY TO REMAIN

INFANTRY ROAD

43' PROPOSED ROW, VARIES

EXISTING 66' ROADWAY EASEMENT TO REMAIN

COCONINO NATIONAL FOREST
(NOT A PART)

EXISTING 20' APS EASEMENT TO REMAIN

MATCHLINE SEE SHEET DU03

LEGEND

- EX. LOT LINE
- PROPOSED LOT LINE
- OVERALL PROJECT BOUNDARY
- EX. ROW
- PROPOSED ROW
- SECTION LINE
- EX. EASEMENT
- PROPOSED DRAINAGE EASEMENT
- EX. WATER LINE
- EX. SEWER LINE
- EX. GAS
- PROPOSED GAS
- EX. OVERHEAD UTIL.
- FEMA FLOODPLAIN LIMITS
- PROPOSED SEWER
- PROPOSED WATER
- PROPOSED UNDERGROUND ELECTRIC
- DRAINAGE BASIN BOUNDARY
- ZONING BOUNDARY
- PROPOSED CONDUIT
- FLOW PATH
- PROPOSED RETENTION BASIN
- FEMA FLOODPLAIN

Post-devlopment Drainage Map

ID	Area (s.f.)					Total (ac)	CN	TC (min)	100-year	
	Pine	Paved	Park	Business	ROW				Q (cfs)	Volume (ac-cf)
A1	1179532	0	21,697	391,570	182,022	40.7	81.6	46	69.9	9.029
A2	161,267	0	0	102,406	0	6.1	82.8	10.0	23.0	1.41
A3	272,311	16,047	0	0	110,345	9.2	81.7	10.0	33.7	2.057
B1	589,594	0	0	0	79,706	15.4	77.5	70.3	16.9	2.956
C1	1,421,630	0	0	0	60,979	34.0	75.9	85.0	32.7	6.055
C2	442,574	0	177,939	1,048,711	251,720	44.1	89.1	32.6	120.0	12.615
D1	813,909	0	0	0	84,905	20.6	77.0	75.9	20.6	3.806

PROPERTY CORNER

FOUND 1/2" REBAR UNLESS OTHERWISE NOTED

ASSESSOR'S PARCEL NUMBER (APN)

RIGHT-OF-WAY

EX-B1
538.5
75

ID = BASIN IDENTIFICATION
A = AREA IN ACRES
CN = SCS CURVE NUMBER

SCALE 1" : 100'
0 50 100

NOTES:
1. REFER TO DRAINAGE IMPACT ANALYSIS & PRELIMINARY DRAINAGE REPORT DATED AUGUST 30, 2022 FOR MORE INFORMATION.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed... 5/23/23
ARIZONA, USA

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

GRADING, DRAINAGE & UTILITY PLAN (2)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shepard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
DU02

SHT NO. 11 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – PRELIMINARY BLOCK PLAT.DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:07pm

LEGEND

- EX. LOT LINE
- PROPOSED LOT LINE
- OVERALL PROJECT BOUNDARY
- EX. ROW
- PROPOSED ROW
- SECTION LINE
- EX. EASEMENT
- PROPOSED DRAINAGE EASEMENT
- EX. WATER LINE
- EX. SEWER LINE
- EX. GAS
- PROPOSED GAS
- EX. OVERHEAD UTIL.
- FEMA FLOODPLAIN LIMITS
- PROPOSED SEWER
- PROPOSED WATER
- PROPOSED UNDERGROUND ELECTRIC
- DRAINAGE BASIN BOUNDARY
- ZONING BOUNDARY
- PROPOSED CONDUIT
- FLOW PATH
- PROPOSED RETENTION BASIN
- FEMA FLOODPLAIN

PROPERTY CORNER

FOUND 1/2" REBAR UNLESS OTHERWISE NOTED

ASSESSOR'S PARCEL NUMBER (APN)

RIGHT-OF-WAY

EX-B1 / 538.5 / 75 — ID = BASIN IDENTIFICATION, A = AREA IN ACRES, CN = SCS CURVE NUMBER

NOTES:
1. REFER TO DRAINAGE IMPACT ANALYSIS & PRELIMINARY DRAINAGE REPORT DATED AUGUST 30, 2022 FOR MORE INFORMATION.

SCALE 1" : 100'
0 50 100

Post-devlopment Drainage Map

ID	Area (s.f.)					Total (ac)	CN	TC (min)	100-year	
	Pine	Paved	Park	Business	ROW				Q (cfs)	Volume (ac-cf)
A1	1179532	0	21,697	391,570	182,022	40.7	81.6	46	69.9	9.029
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A3	272,311	16,047	0	0	110,345	9.2	81.7	10.0	33.7	2.057
B1	589,594	0	0	0	79,706	15.4	77.5	70.3	16.9	2.956
C1	1,421,630	0	0	0	60,979	34.0	75.9	85.0	32.7	6.055
C2	442,574	0	177,939	1,048,711	251,720	44.1	89.1	32.6	120.0	12.615
D1	813,909	0	0	0	84,905	20.6	77.0	75.9	20.6	3.806

MATCHLINE SEE SHEET DU02

TRACT Z
50.24
ACRES

D1 / 20.6 / 77

EXISTING 40' APS EASEMENT TO REMAIN

DRAINAGE MAINTENANCE EASEMENT

PROPOSED RETENTION BASIN

96' EXISTING ROW

PROPOSED 6' ROW, VARIES

INTERSTATE 17 - SOUTHBOUND

INTERSTATE 17 - NORTHBOUND

SR 89A/BEULAH BLVD

S 0°28'47" E 1325.06'

N 89°43'07" E 426.93'

N 89°47'12" E 35.72'

APN: 116-13-005B
COCONINO COUNTY
(NOT A PART)

APN: 116-13-001W
CITY OF FLAGSTAFF
(NOT A PART)

COCONINO NATIONAL FOREST
(NOT A PART)

7000 6990 6980 6980

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – PRELIMINARY BLOCK PLAT.DWG JERKSSON

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

GRADING, DRAINAGE & UTILITY PLAN (3)

JOB NO: 21045
DATE: MAY 23
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: CNP
CHECKED: GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig, it's the law and it's free.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

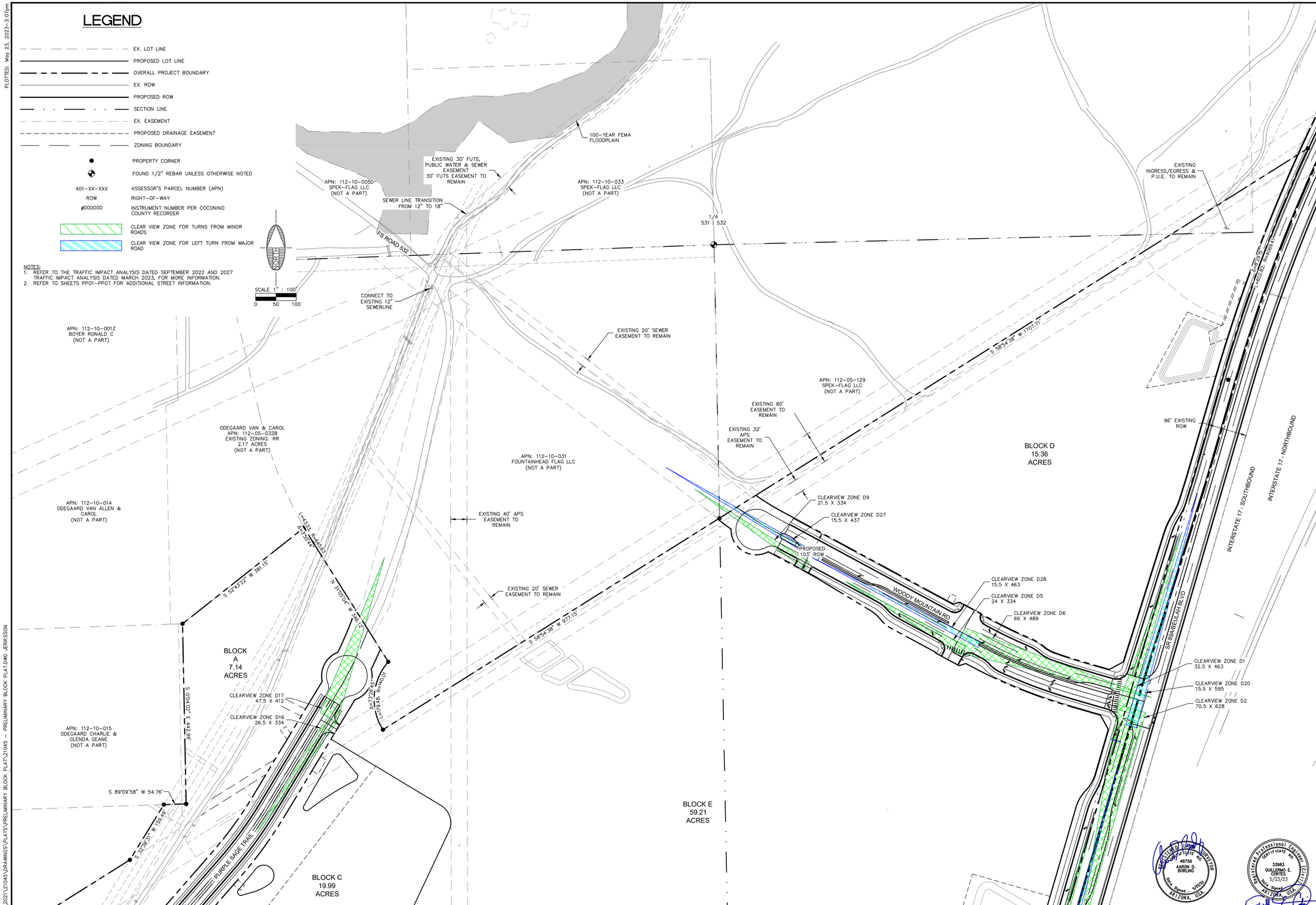
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45756
AARON D. BORLING
Date Signed... 5/23/23
ARIZONA, U.S.A.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, U.S.A.

DRAWING NO.
DU03

SHT NO. 12 OF 30

C.O.F. Project # PZ-21-00126



C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

CLEAR VIEW ZONES (1)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

SWI Shephard Wesnitzer, Inc.
110 W. Dale Avenue
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928.773.0354
928.774.8934 fax
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REVISIONS

NO.	DESCRIPTION	DATE	BY

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO. CT01

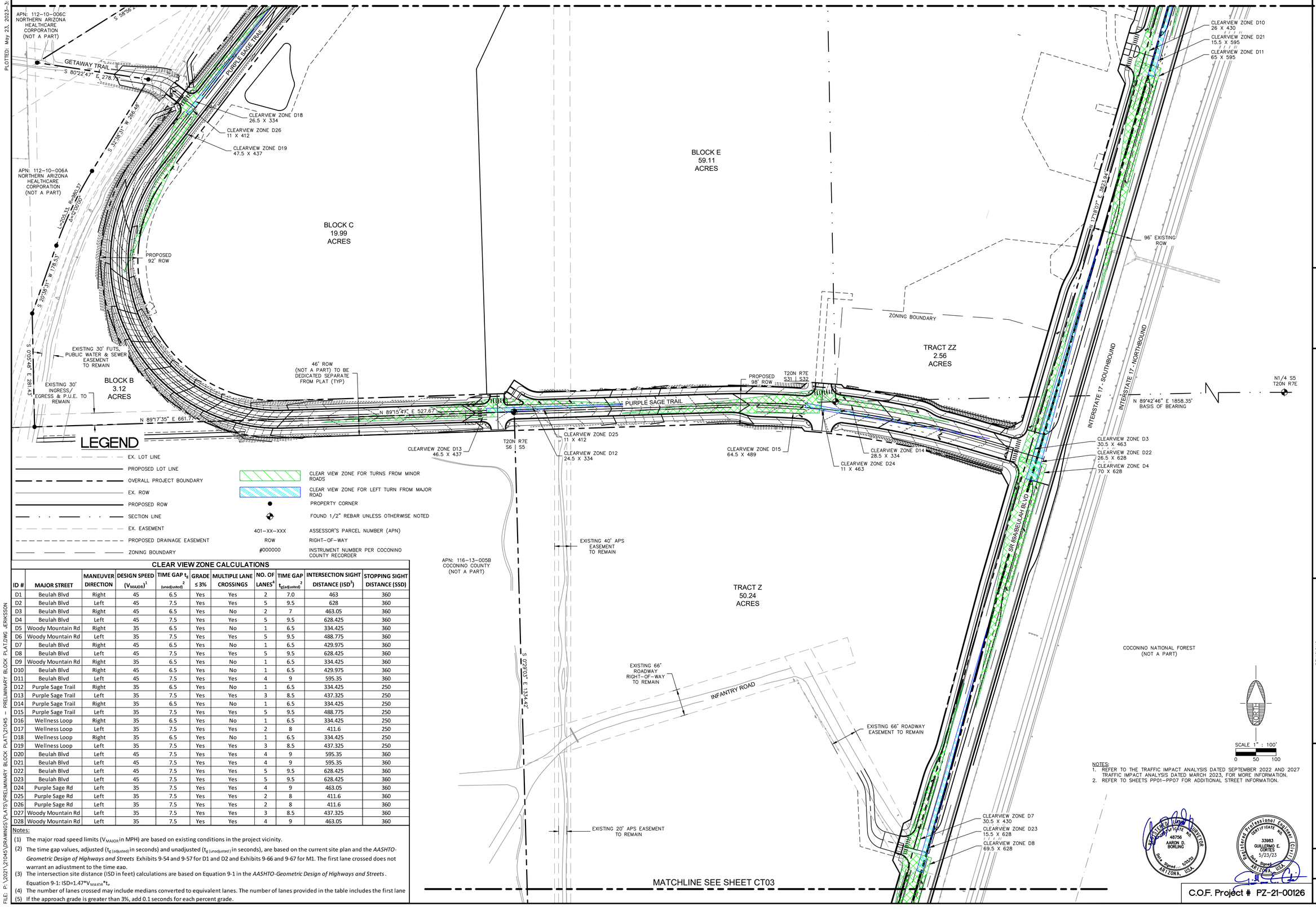
SHT NO. 13 OF 30

PLOTTED: May 23, 2023-3:07pm

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - PRELIMINARY BLOCK PLAT.DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:07pm

MATCHLINE SEE SHEET CT01



LEGEND

- EX. LOT LINE
- PROPOSED LOT LINE
- OVERALL PROJECT BOUNDARY
- EX. ROW
- PROPOSED ROW
- SECTION LINE
- EX. EASEMENT
- PROPOSED DRAINAGE EASEMENT
- ZONING BOUNDARY
- CLEAR VIEW ZONE FOR TURNS FROM MINOR ROADS
- CLEAR VIEW ZONE FOR LEFT TURN FROM MAJOR ROAD
- PROPERTY CORNER
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- 401-XX-XXX — ASSESSOR'S PARCEL NUMBER (APN)
- ROW — RIGHT-OF-WAY
- #000000 — INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP t_g (unadjusted)[2]	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{g(adjusted)}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
D1	Beulah Blvd	Right	45	6.5	Yes	Yes	2	7.0	463	360
D2	Beulah Blvd	Left	45	7.5	Yes	Yes	5	9.5	628	360
D3	Beulah Blvd	Right	45	6.5	Yes	No	2	7	463.05	360
D4	Beulah Blvd	Left	45	7.5	Yes	Yes	5	9.5	628.425	360
D5	Woody Mountain Rd	Right	35	6.5	Yes	No	1	6.5	334.425	360
D6	Woody Mountain Rd	Left	35	7.5	Yes	Yes	5	9.5	488.775	360
D7	Beulah Blvd	Right	45	6.5	Yes	No	1	6.5	429.975	360
D8	Beulah Blvd	Left	45	7.5	Yes	Yes	5	9.5	628.425	360
D9	Woody Mountain Rd	Right	35	6.5	Yes	No	1	6.5	334.425	360
D10	Beulah Blvd	Right	45	6.5	Yes	No	1	6.5	429.975	360
D11	Beulah Blvd	Left	45	7.5	Yes	Yes	4	9	595.35	360
D12	Purple Sage Trail	Right	35	6.5	Yes	No	1	6.5	334.425	250
D13	Purple Sage Trail	Left	35	7.5	Yes	Yes	3	8.5	437.325	250
D14	Purple Sage Trail	Right	35	6.5	Yes	No	1	6.5	334.425	250
D15	Purple Sage Trail	Left	35	7.5	Yes	Yes	5	9.5	488.775	250
D16	Wellness Loop	Right	35	6.5	Yes	No	1	6.5	334.425	250
D17	Wellness Loop	Left	35	7.5	Yes	Yes	2	8	411.6	250
D18	Wellness Loop	Right	35	6.5	Yes	No	1	6.5	334.425	250
D19	Wellness Loop	Left	35	7.5	Yes	Yes	3	8.5	437.325	250
D20	Beulah Blvd	Left	45	7.5	Yes	Yes	4	9	595.35	360
D21	Beulah Blvd	Left	45	7.5	Yes	Yes	4	9	595.35	360
D22	Beulah Blvd	Left	45	7.5	Yes	Yes	5	9.5	628.425	360
D23	Beulah Blvd	Left	45	7.5	Yes	Yes	5	9.5	628.425	360
D24	Purple Sage Rd	Left	35	7.5	Yes	Yes	4	9	463.05	360
D25	Purple Sage Rd	Left	35	7.5	Yes	Yes	2	8	411.6	360
D26	Purple Sage Rd	Left	35	7.5	Yes	Yes	2	8	411.6	360
D27	Woody Mountain Rd	Left	35	7.5	Yes	Yes	3	8.5	437.325	360
D28	Woody Mountain Rd	Left	35	7.5	Yes	Yes	4	9	463.05	360

Notes:

(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.

(2) The time gap values, adjusted ($t_{g\,(adjusted)}$ in seconds) and unadjusted ($t_{g\,(unadjusted)}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adiustment to the time gap.

(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets*. Equation 9-1: $ISD=1.47*V_{MAJOR}*t_g$

(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane

(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

NOTES:
1. REFER TO THE TRAFFIC IMPACT ANALYSIS DATED SEPTEMBER 2022 AND 2027 TRAFFIC IMPACT ANALYSIS DATED MARCH 2023, FOR MORE INFORMATION.
2. REFER TO SHEETS PP01–PP07 FOR ADDITIONAL STREET INFORMATION.

SCALE 1" : 100'
0 50 100

REGISTERED LAND SURVEYOR — 45756 — AARON D. BORLING — Date Signed 5/23/23 — ARIZONA, USA

Registered Professional Engineer (Civil) — CERTIFICATE NO. 33983 — GUILLERMO E. CORTES — 5/23/23 — ARIZONA, USA

C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

CLEAR VIEW ZONES (2)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO. CT02

SHT NO. 14 | OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – PRELIMINARY BLOCK PLAT.DWG JERKSSON

PLOTTED: May 23, 2023-3:08pm

LEGEND

- EX. LOT LINE
- PROPOSED LOT LINE
- OVERALL PROJECT BOUNDARY
- EX. ROW
- PROPOSED ROW
- SECTION LINE
- EX. EASEMENT
- PROPOSED DRAINAGE EASEMENT
- ZONING BOUNDARY
- CLEAR VIEW ZONE FOR TURNS FROM MINOR ROADS
- CLEAR VIEW ZONE FOR LEFT TURN FROM MAJOR ROAD
- PROPERTY CORNER
- FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- 401-XX-XXX ASSESSOR'S PARCEL NUMBER (APN)
- ROW RIGHT-OF-WAY
- #000000 INSTRUMENT NUMBER PER COCONINO COUNTY RECORDER

SCALE 1" : 100'
0 50 100

NOTES:
1. REFER TO THE TRAFFIC IMPACT ANALYSIS DATED SEPTEMBER 2022 AND 2027 TRAFFIC IMPACT ANALYSIS DATED MARCH 2023, FOR MORE INFORMATION.
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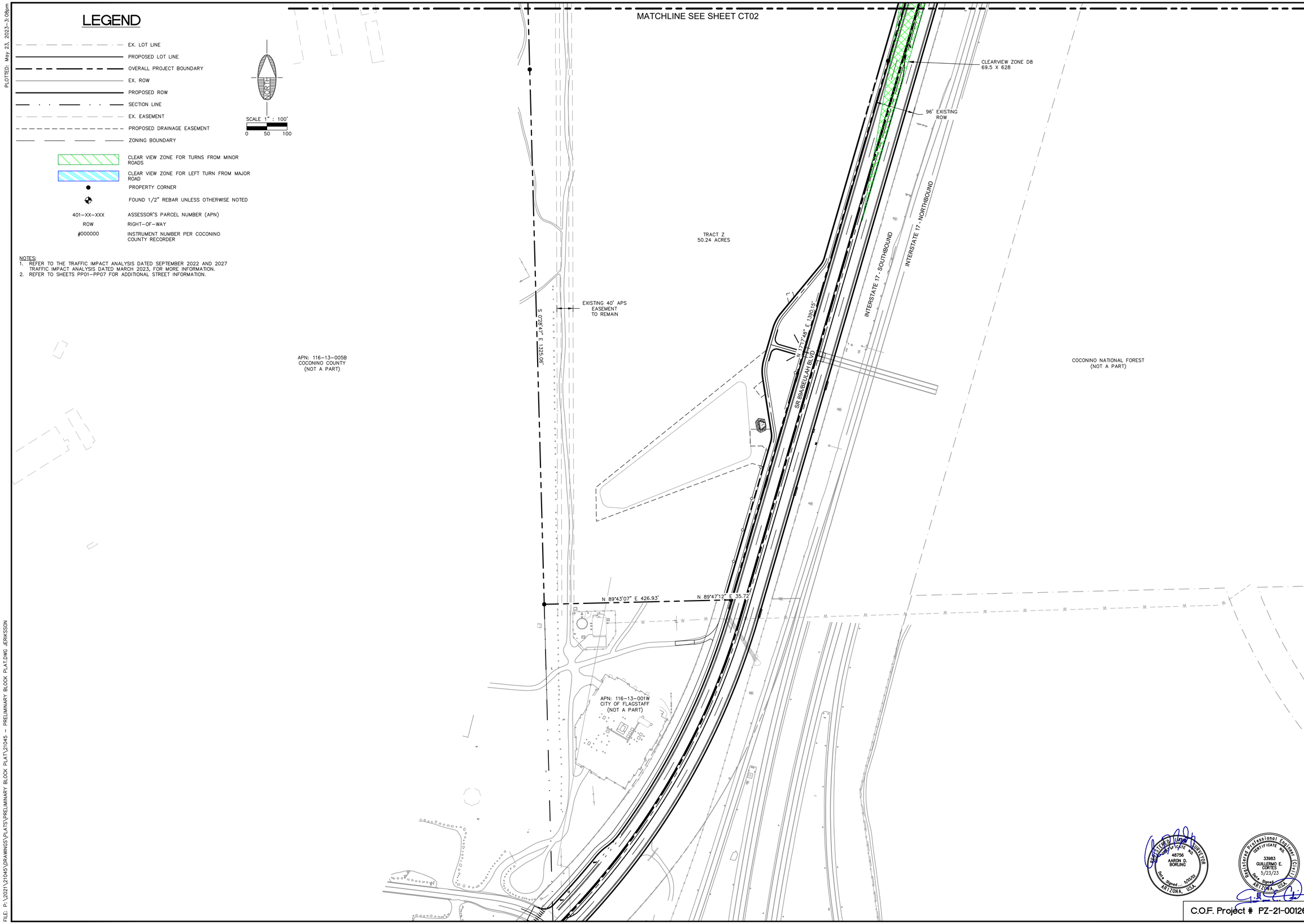

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 48756
AARON D. BORLING
Date Signed... 5/23/23
ARIZONA, U.S.A.

Registered Professional Engineer (Civil)
CERTIFICATE NO. 33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, U.S.A.

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

CLEAR VIEW ZONES (3)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
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REVISIONS

NO.	DESCRIPTION	DATE	BY

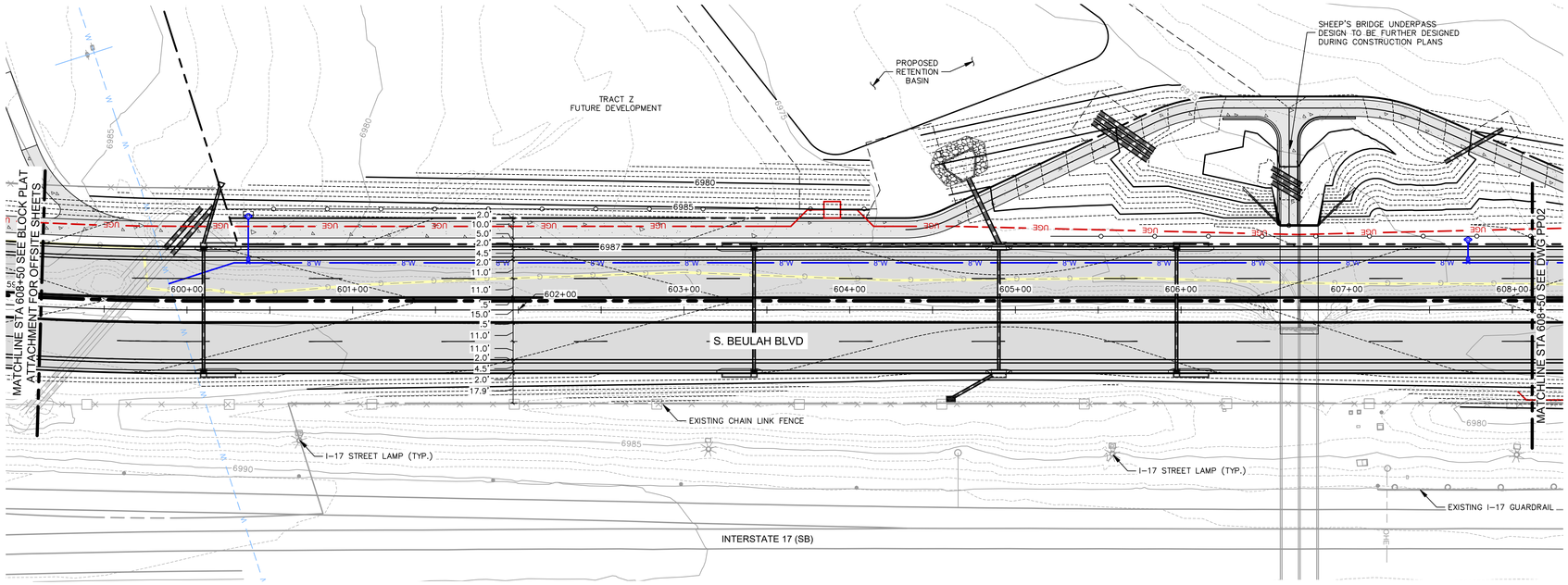
Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

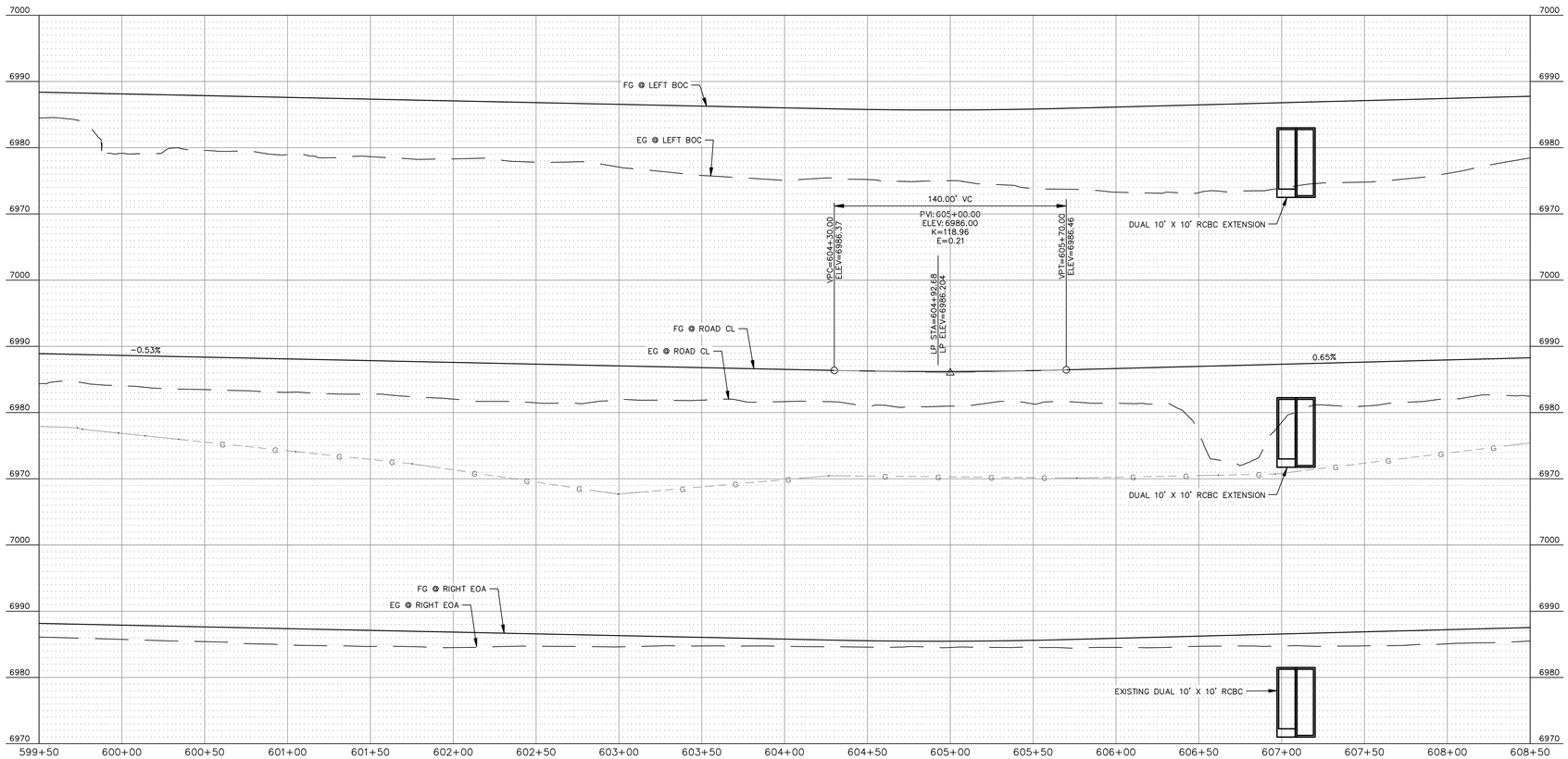
DRAWING NO.
CT03

SHT NO. 15 OF 30

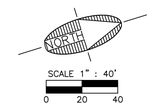
FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - PRELIMINARY BLOCK PLAT.DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:08pm





PROFILE SCALE
H: 1" = 40'
V: 1" = 10'







C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - BEAULAH BLVD (1)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SWI/CNP
CHECKED:	CNP/JEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

SWI
Shephard Wesnitzer, Inc.

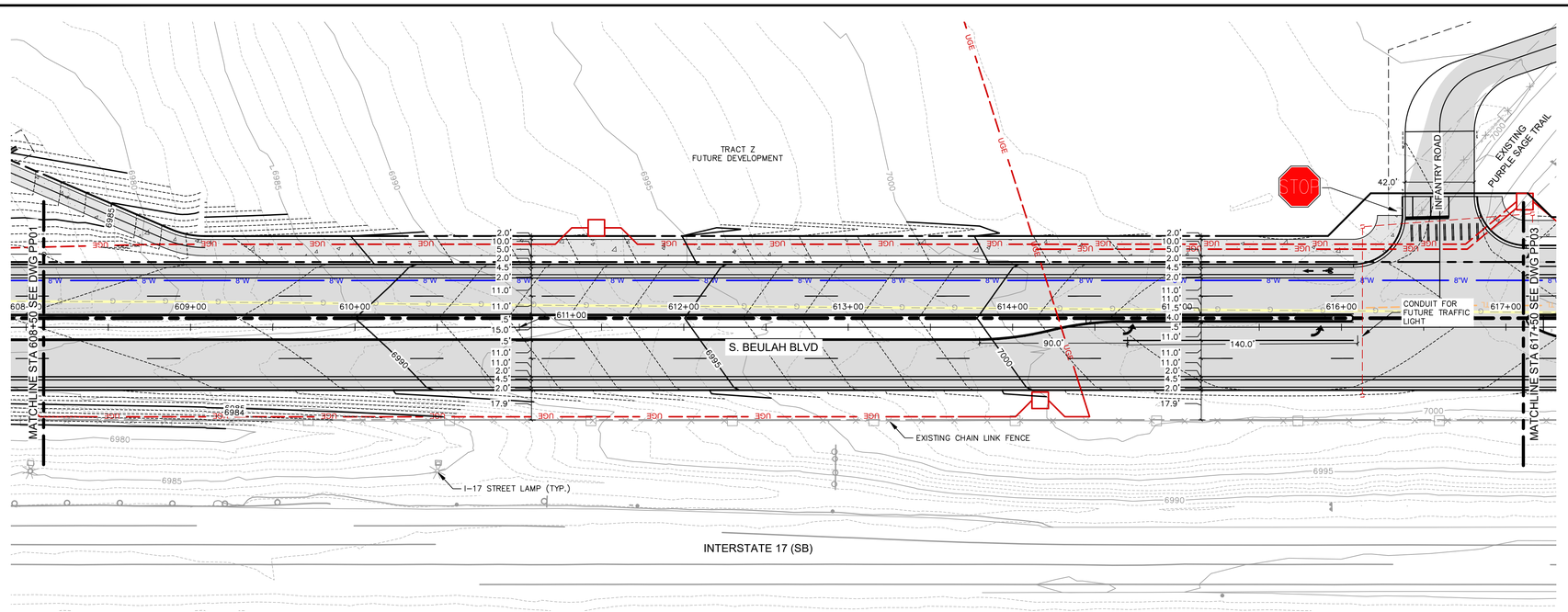
Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

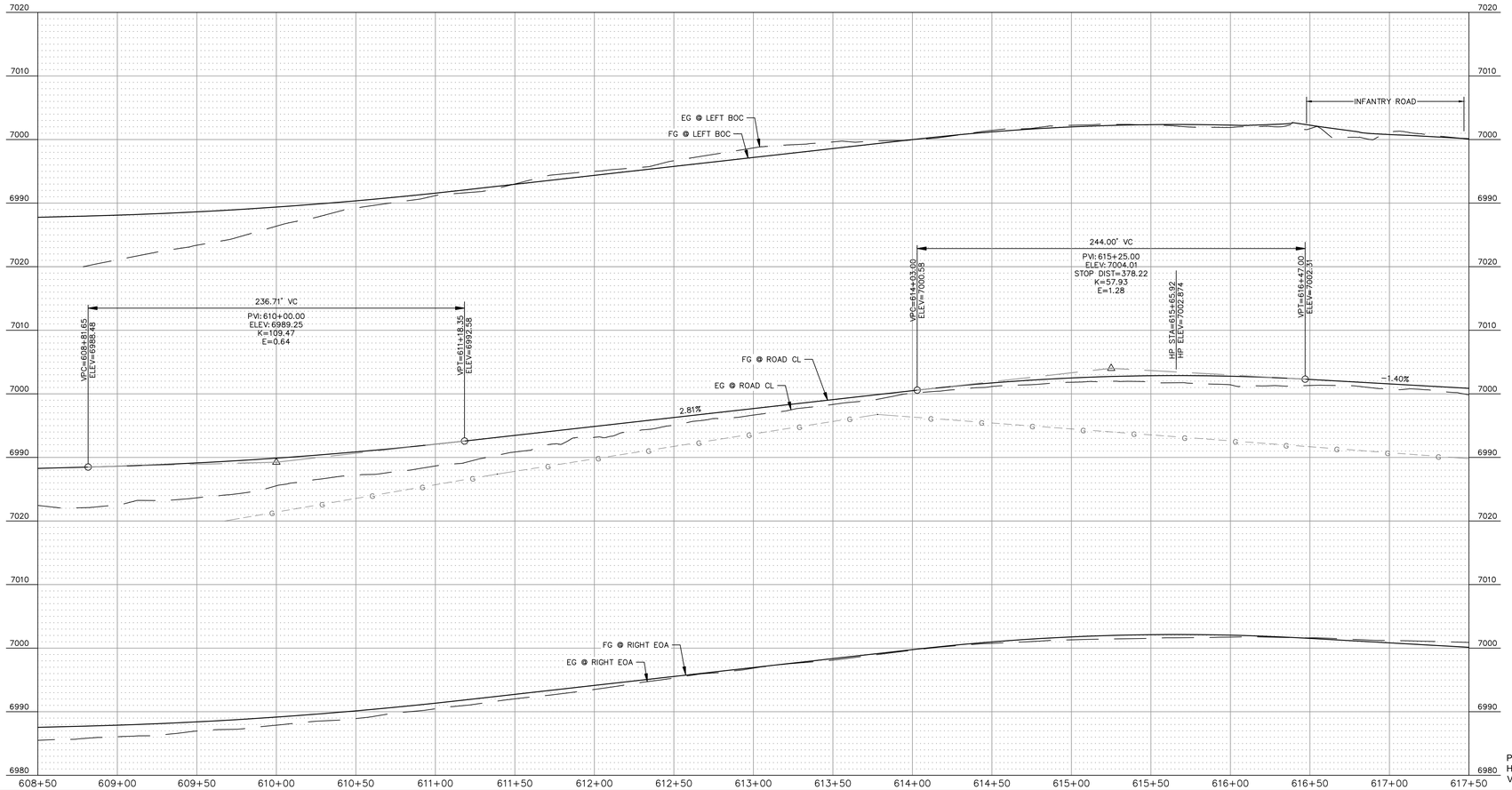
DRAWING NO.
PP01

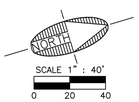
SHT NO. 16 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - C&D-BEULAHBLVD (2).DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:08pm







REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed... 5/23/23
ARIZONA, USA

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - BEAULAH BLVD (2)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SWI/CNP
CHECKED:	CNP/JEC

110 W. Dale Avenue
Flagstaff, AZ 86001
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Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
PP02

SHT NO. 17 OF 30

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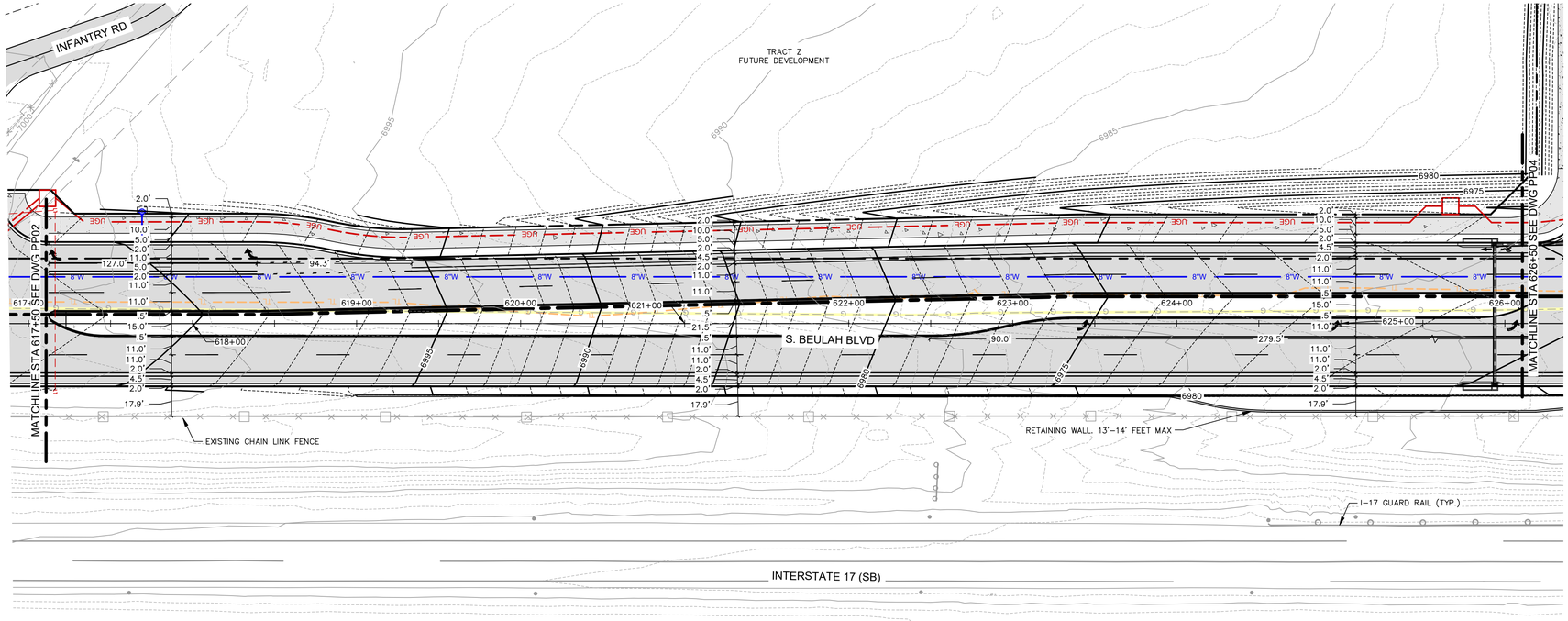
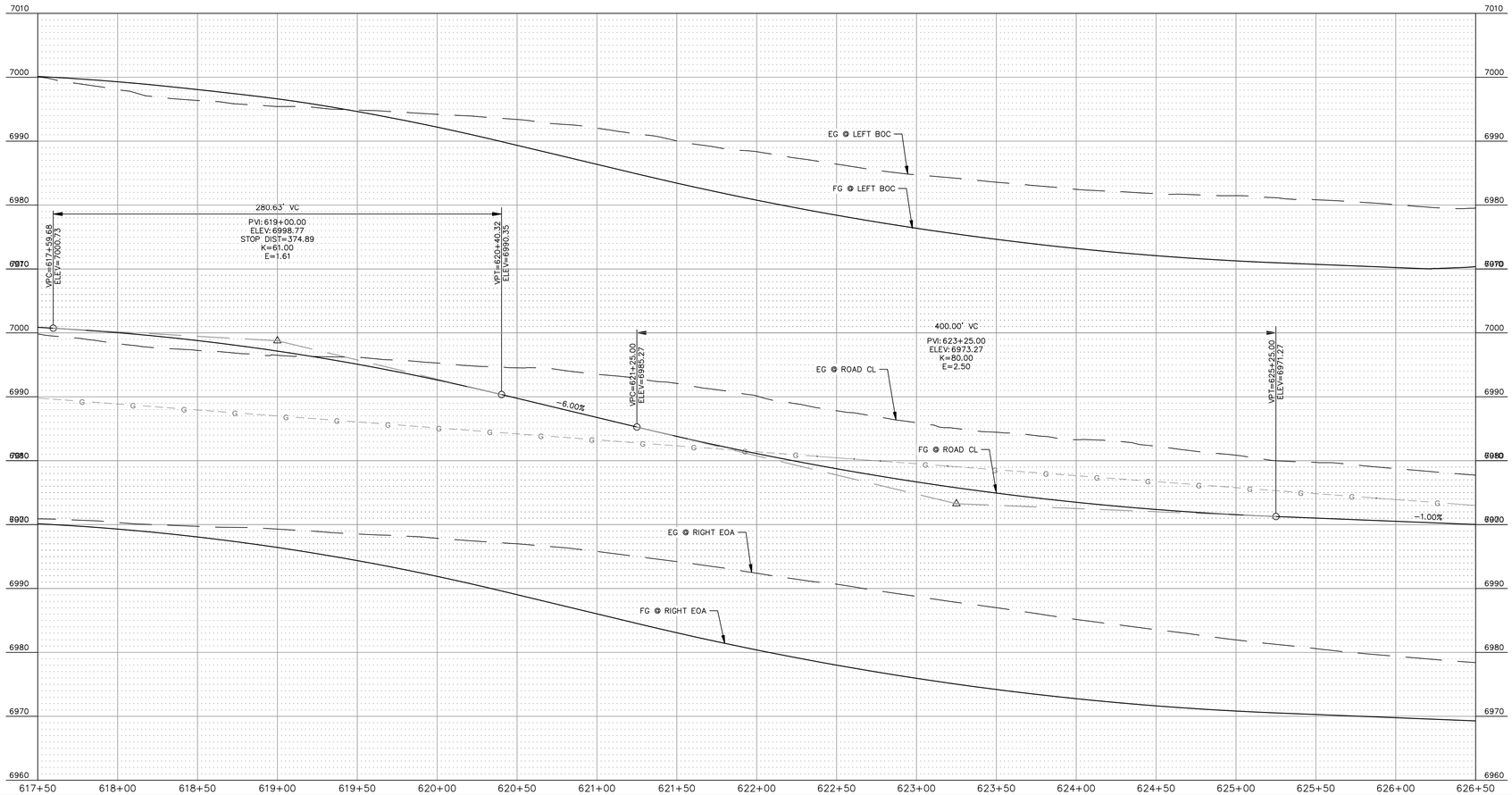
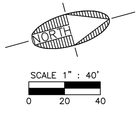




PROFILE SCALE
H: 1" = 40'
V: 1" = 10'



C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - BEAULAH BLVD (3)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SJV/CNP
CHECKED:	CNP/GEC

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

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NO.	DESCRIPTION	DATE	BY

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
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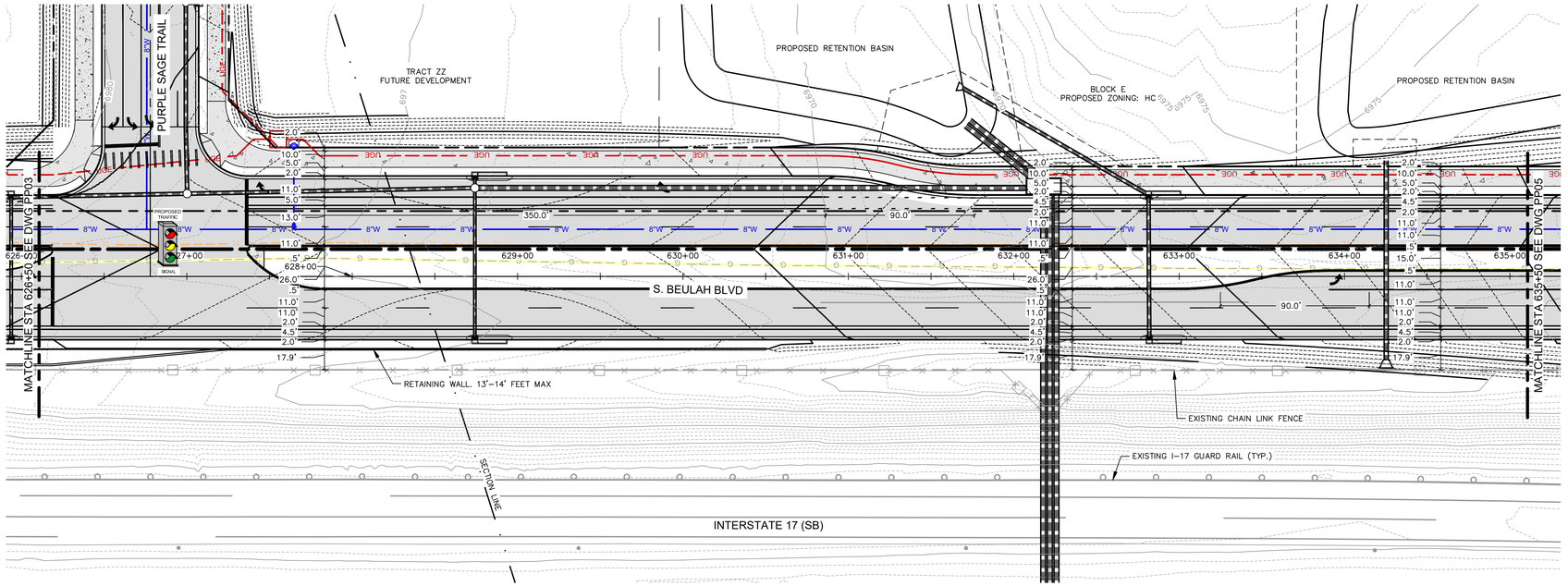
DRAWING NO.
PP03

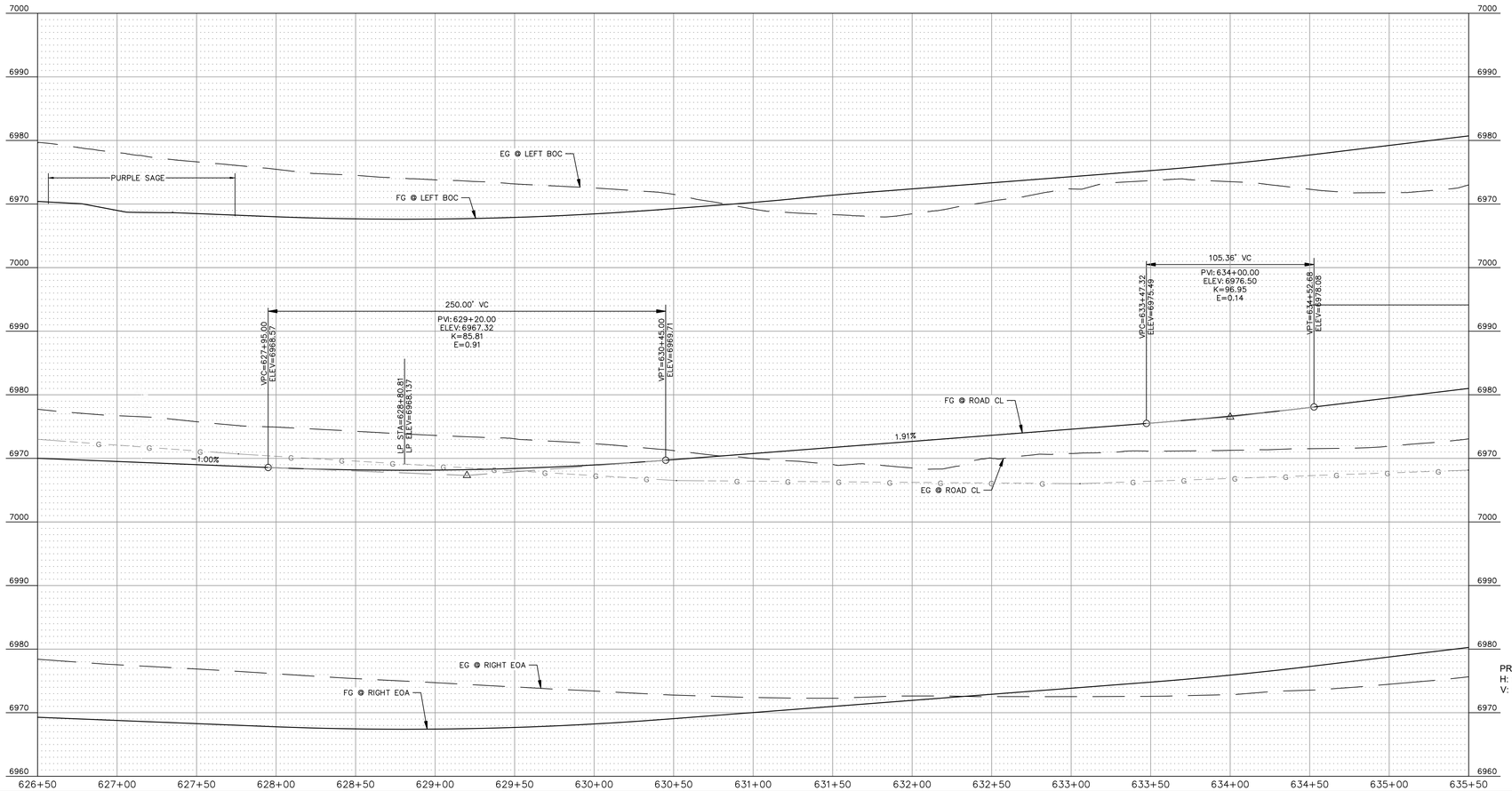
SHT NO. 18 OF 30

PLOTTED: May 23, 2023-3:09pm

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - G&D-BEULAHBLVD (3).DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:09pm





FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – O&D-BEULAHBLVD (3).DWG JERKSSON

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ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - BEAULAH BLVD (4)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SJW/CNP
CHECKED:	CNP/JEC

110 W. Dale Avenue
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NO.	DESCRIPTION	DATE	BY

REVISIONS

SCALE 1" : 40'
0 20 40

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed 5/23/23
ARIZONA, USA

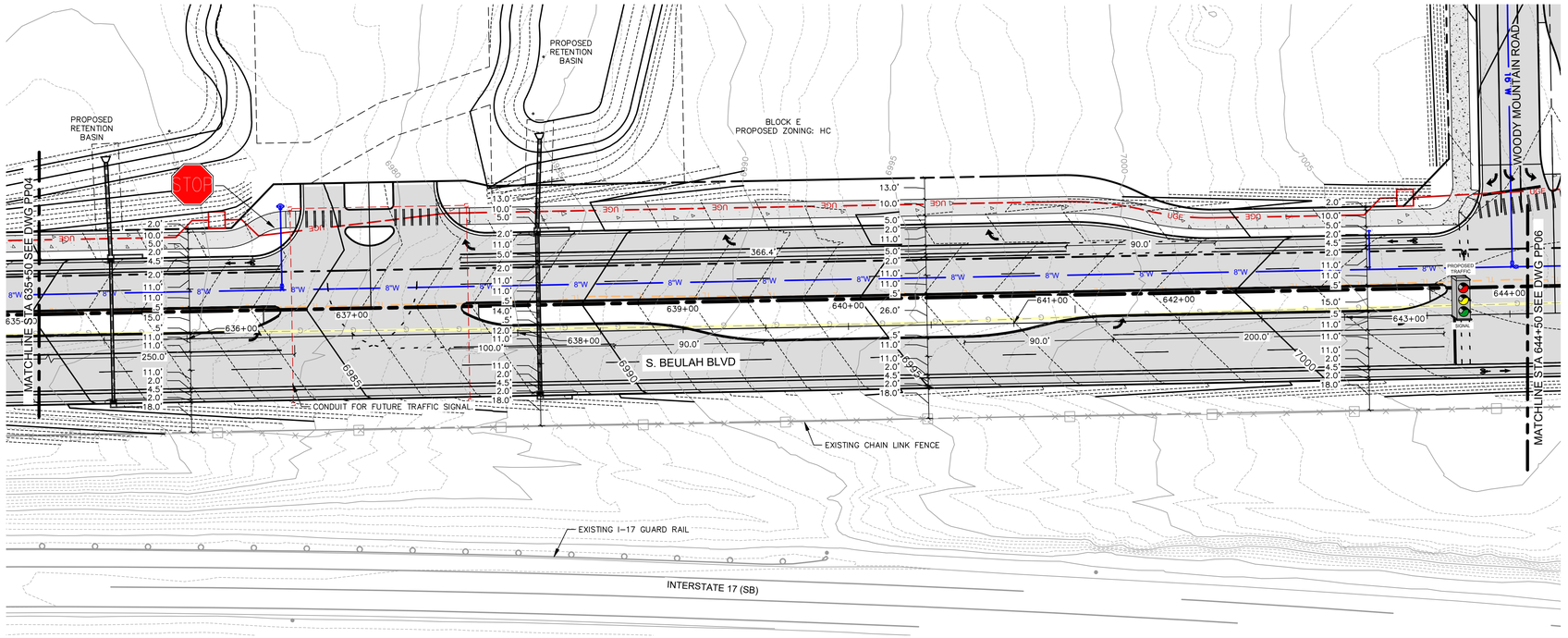
Registered Professional Engineer
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

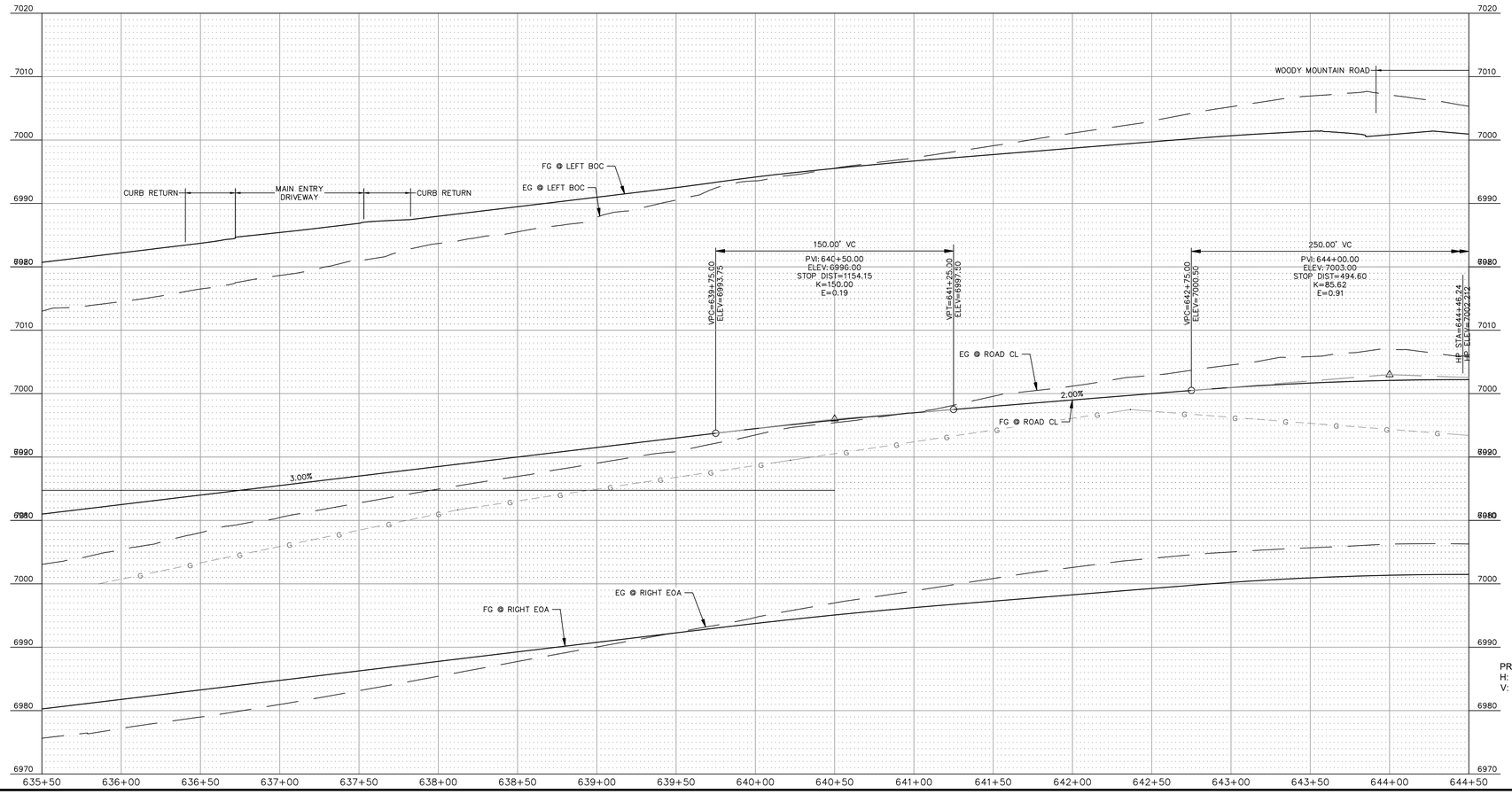
C.O.F. Project # PZ-21-00126

DRAWING NO.
PP04

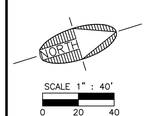
SHT NO.	OF
19	30

PLOTTED: May 23, 2023 – 3:09pm





PROFILE SCALE
H: 1" = 40'
V: 1" = 10'



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ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - BEAULAH BLVD (5)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SJW/CNP
CHECKED:	CNP/JEC

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REVISIONS			
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REGISTERED LAND SURVEYOR
48756
AARON D. BORLING
Date Signed 5/23/23
ARIZONA, USA

Registered Professional Engineer (Civil)
CERTIFICATE NO.
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5/23/23
Date Signed
ARIZONA, USA

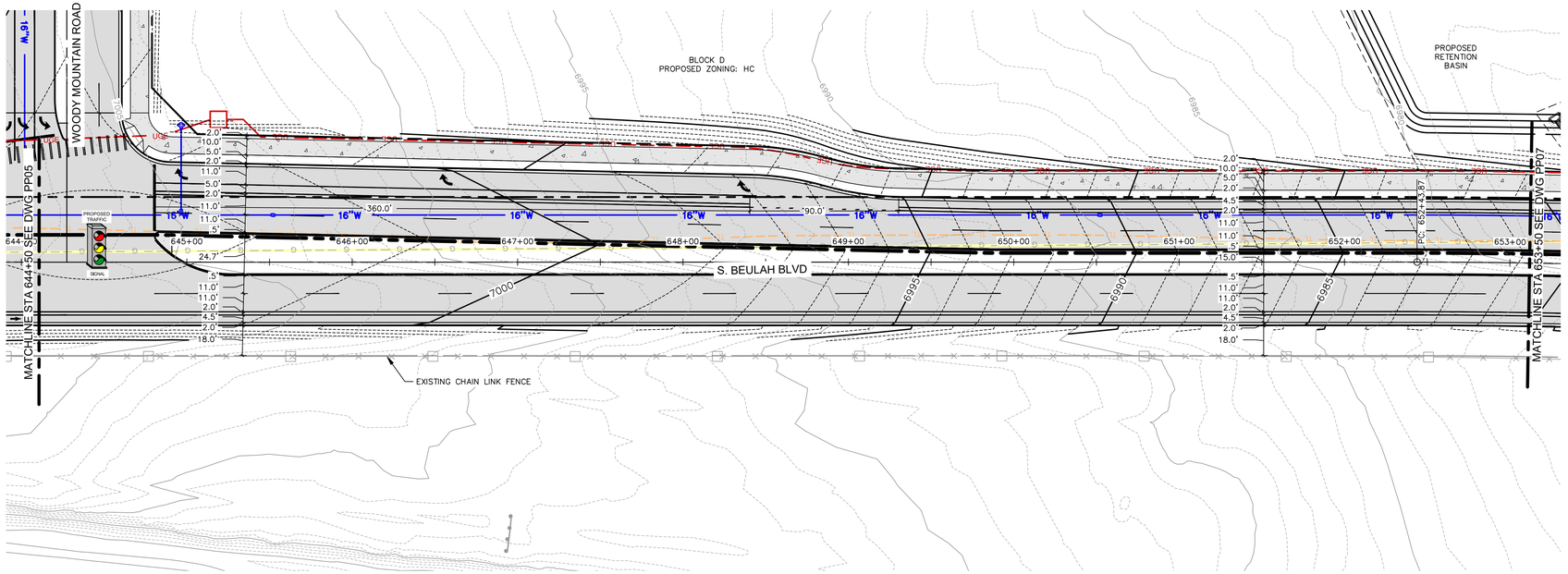
DRAWING NO.
PP05

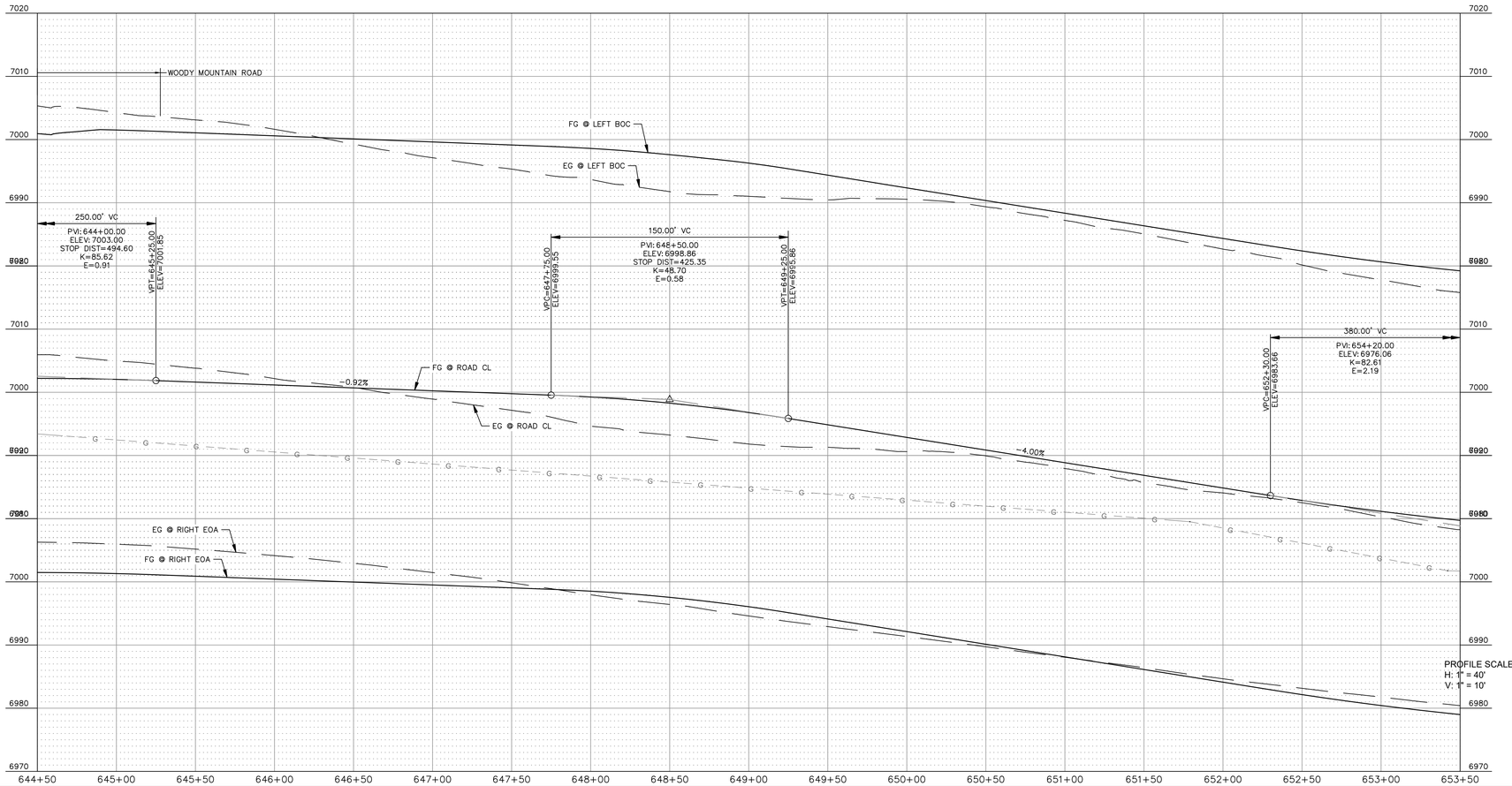
C.O.F. Project # PZ-21-00126

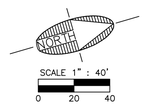
SHT NO. 20 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – C&D-BEULAHBLVD (4).DWG JERKSSON

PLOTTED: May 23, 2023 – 3:09pm











C.O.F. Project # PZ-21-00126

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ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - BEAULAH BLVD (6)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SWI/CNP
CHECKED:	CNP/GEC

NO.	DESCRIPTION	DATE	BY

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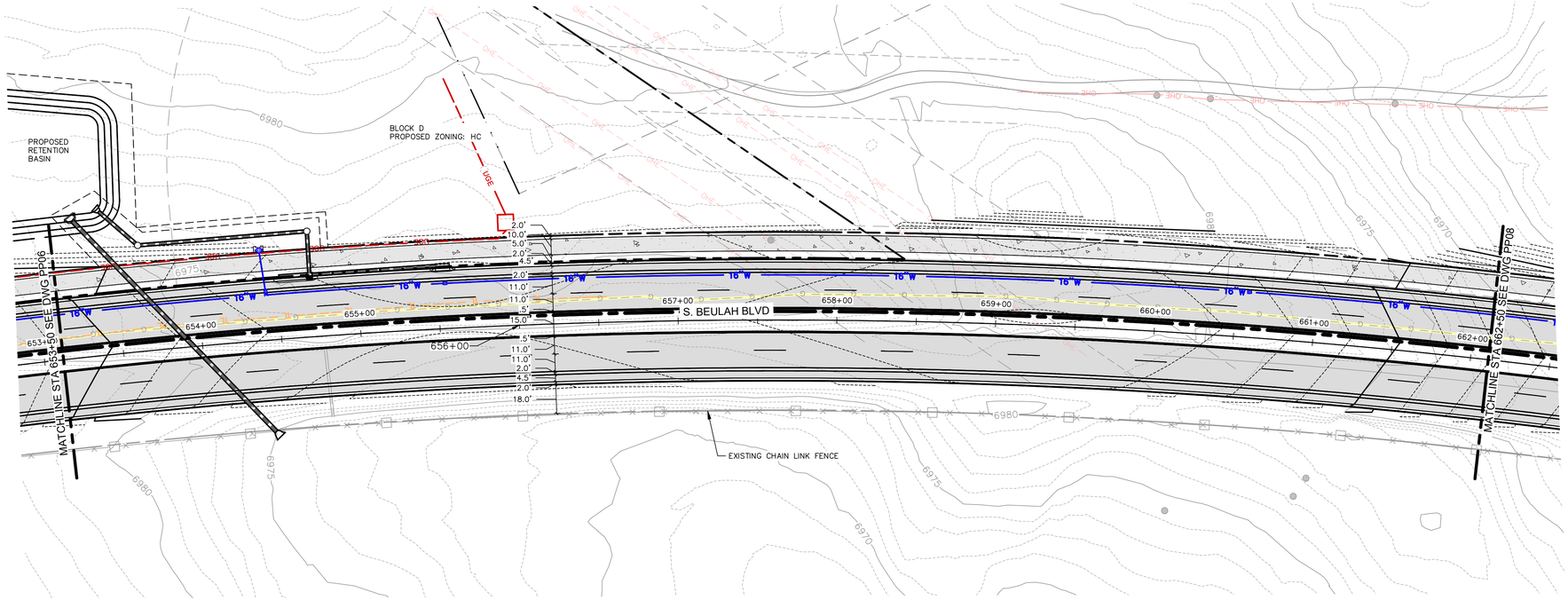
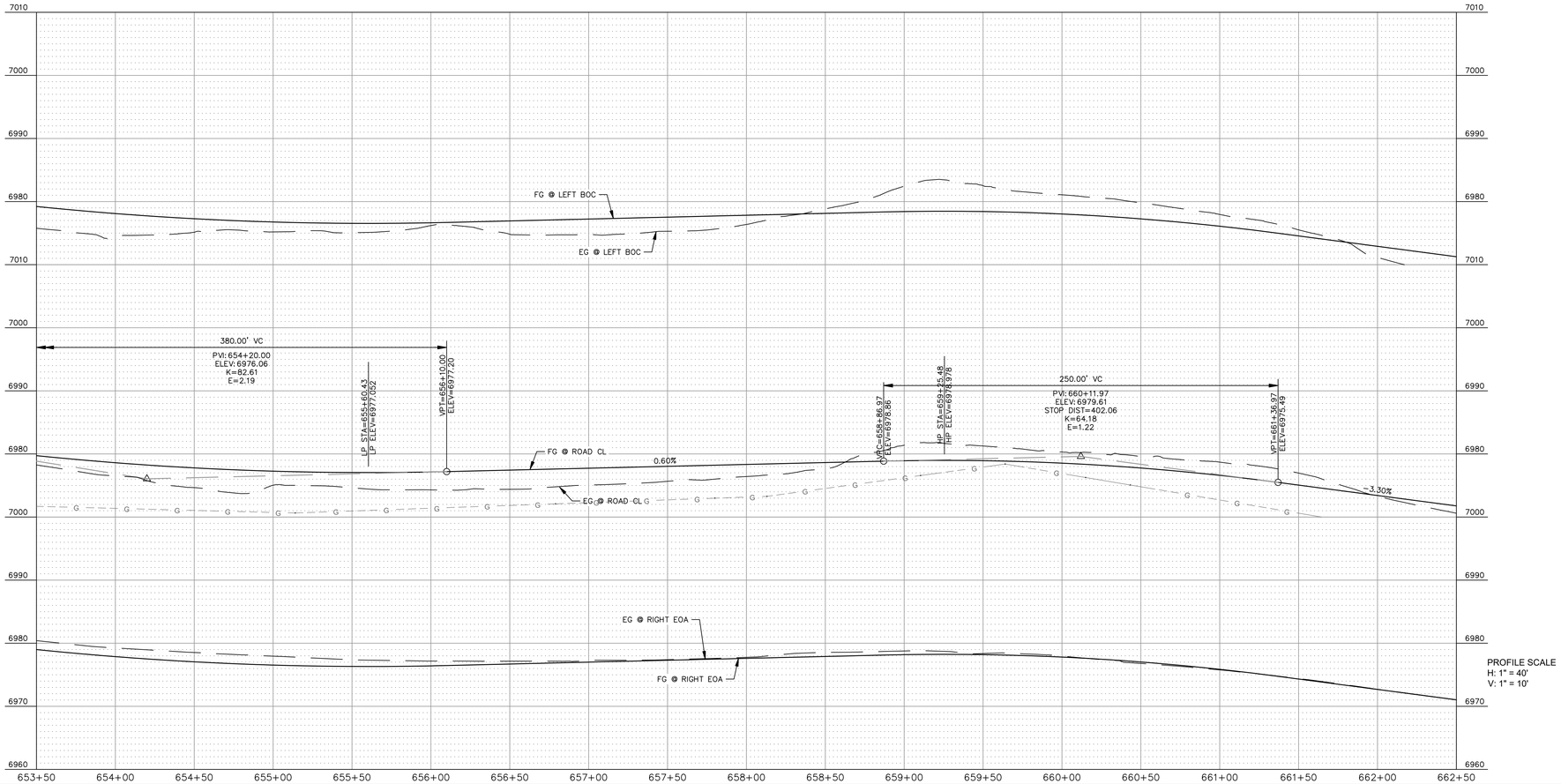
DRAWING NO.
PP06

SHT NO. 21 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – D&D-BEULAHBLVD (4).DWG JERKSSON

PLOTTED: May 23, 2023–3:10pm





PROFILE SCALE
H: 1" = 40'
V: 1" = 10'

SCALE 1" : 40'
0 20 40

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed... 5/23/23
ARIZONA, USA

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - BEAULAH BLVD (7)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SJW/CNP
CHECKED:	CNP/JEC

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

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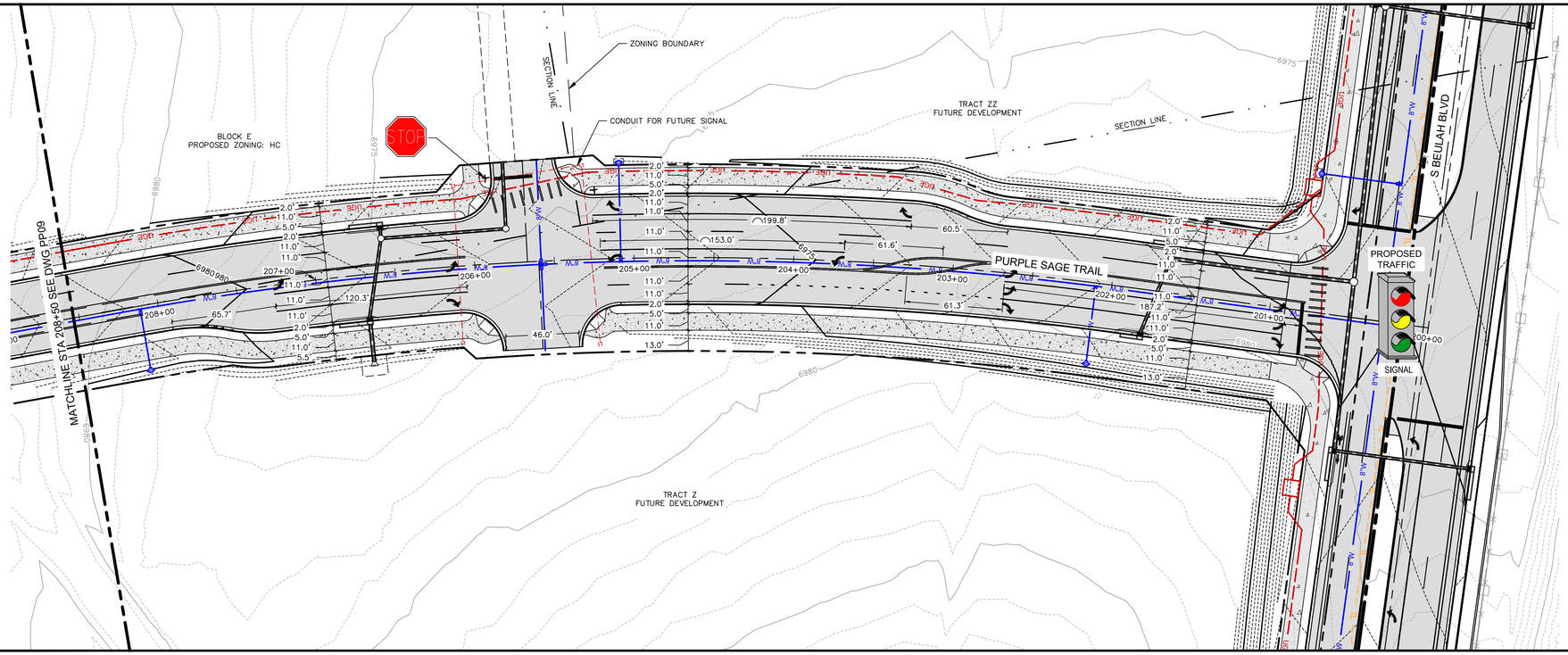
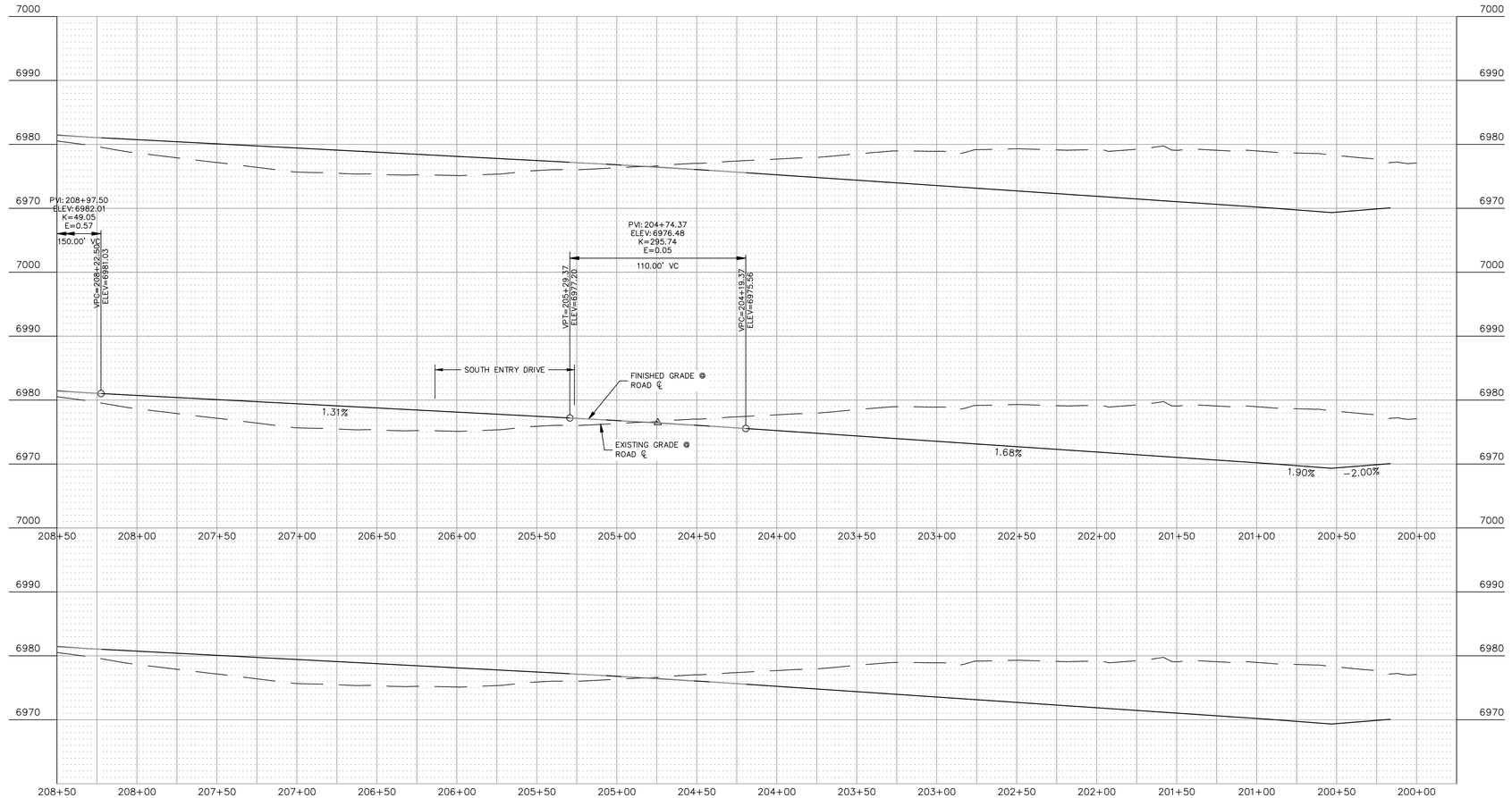
DRAWING NO.
PP07

SHT NO. 22 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - C&D-BEULAHBLVD (5).DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:10pm







REGISTERED LAND SURVEYOR
STATE OF ARIZONA
48756
AARON D. BORLING
Date Signed 5/23/23
ARIZONA, USA

Registered Professional Engineer
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - PURPLE SAGE TRAIL (1)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	ELK/SJV/CNP
CHECKED:	CNP/JEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

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928.774.8934 fax
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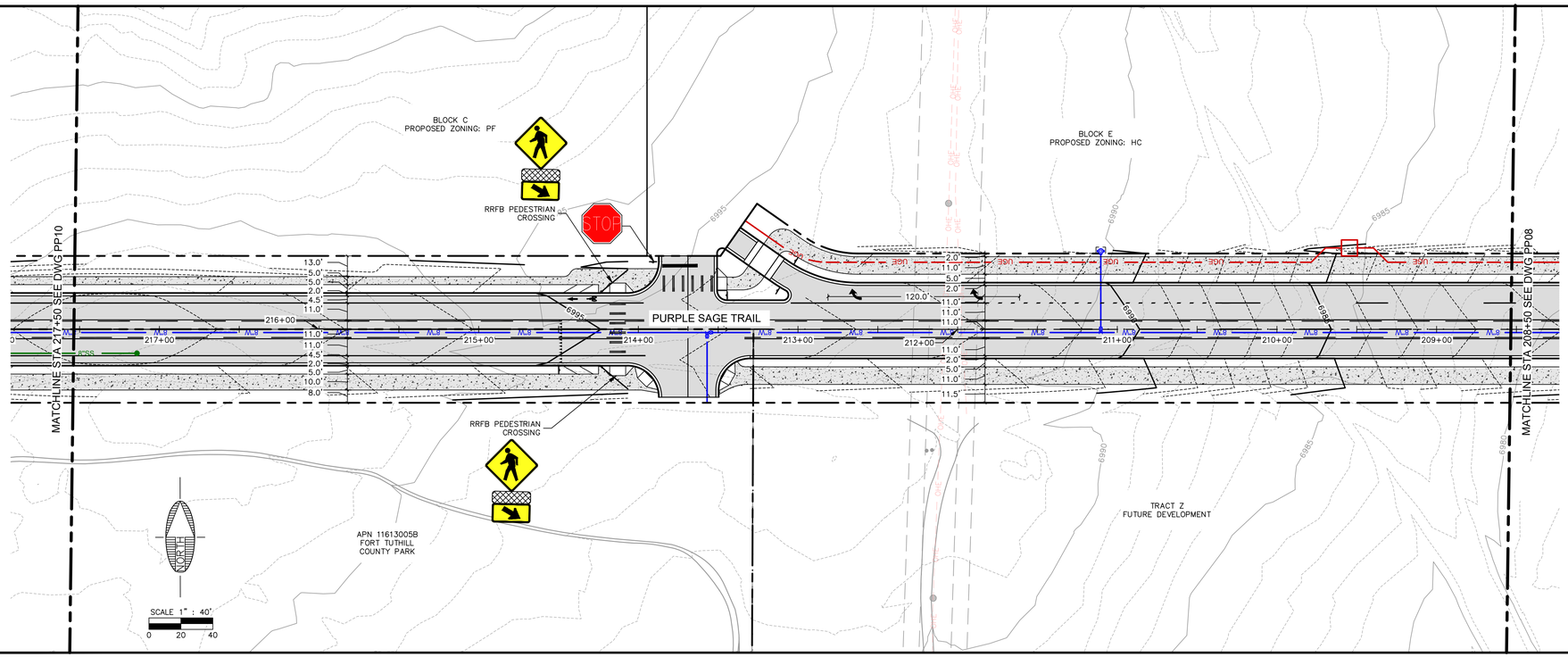
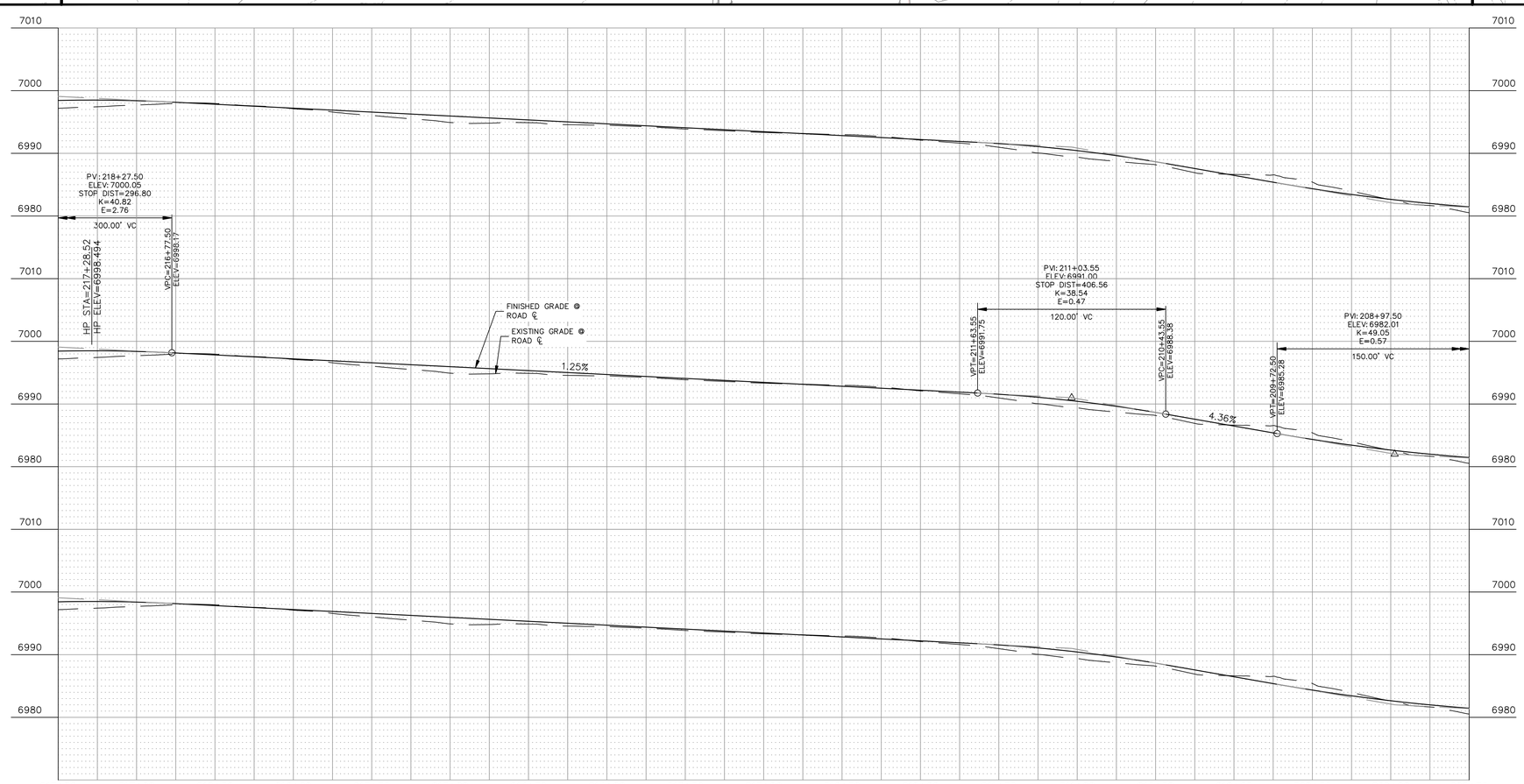
DRAWING NO.
PP08

SHT NO. 23 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – G&D–PURPLESAGEBLVD.DWG JERKSSON

PLOTTED: May 23, 2023 – 3:10pm





FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – G&D–PURPLESAGEBLVD.DWG JERIKSSON

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ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - PURPLE SAGE TRAIL (2)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	ELK/SJV/CNP
CHECKED:	CNP/JEC

NO.	DESCRIPTION	DATE	BY
REVISIONS			

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110 W. Dale Avenue
Flagstaff, AZ 86001
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www.swiaz.com

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed... 5/23/23
ARIZONA, USA

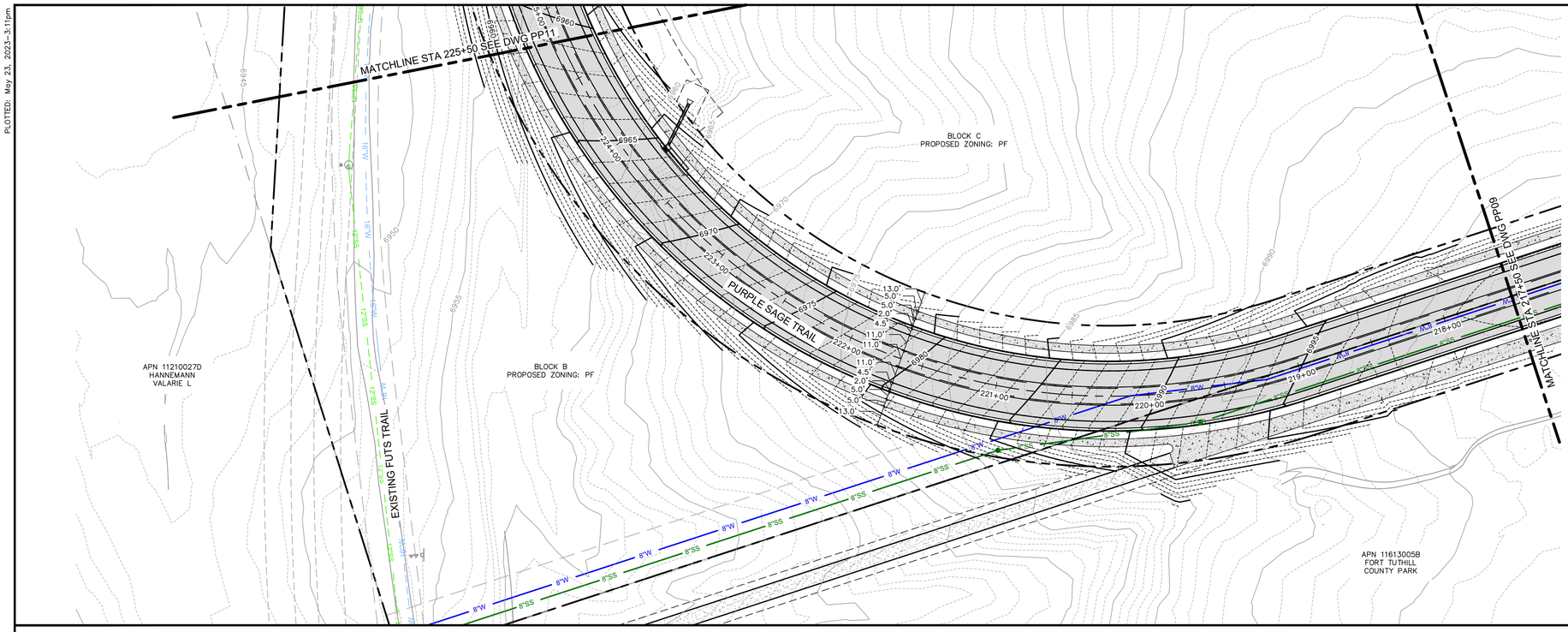
Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

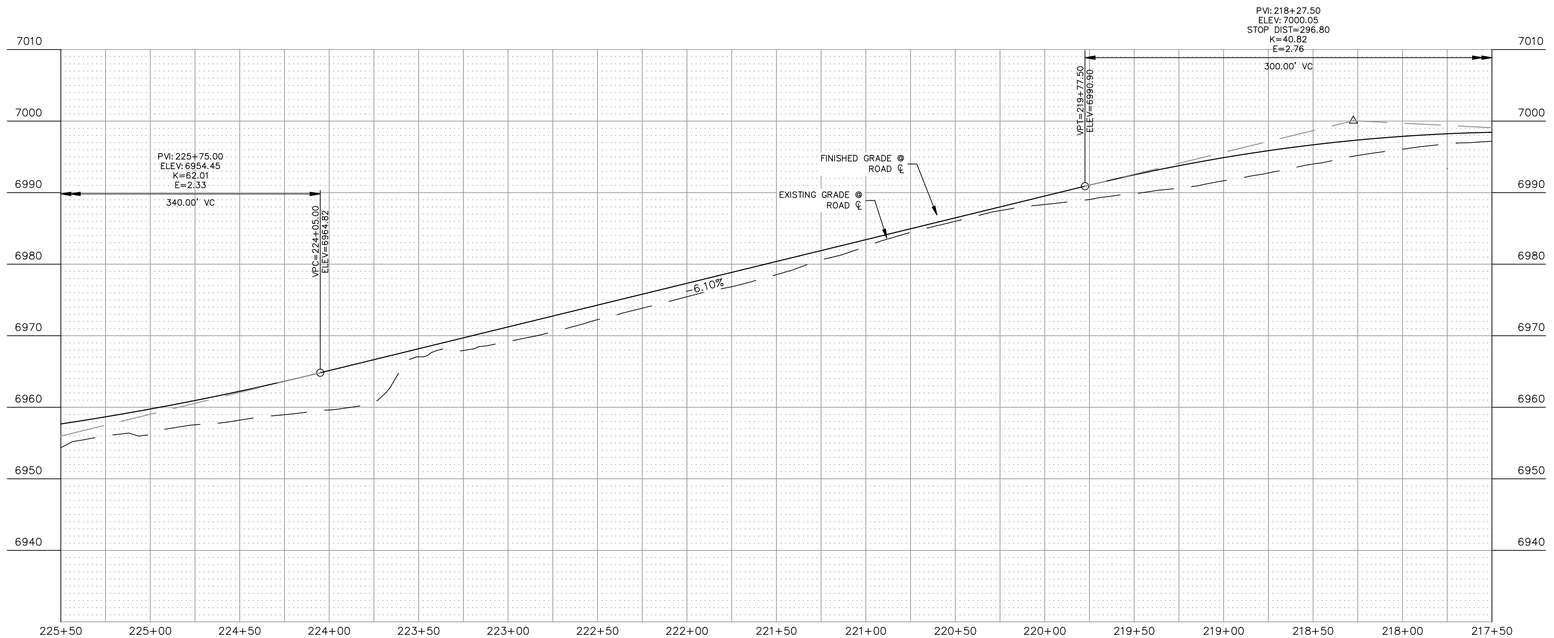
C.O.F. Project # PZ-21-00126

DRAWING NO.
PP09

SHT NO.	OF
24	30

PLOTTED: May 23, 2023 – 3:11pm





SCALE 1" : 40'
0 20 40

REGISTERED LAND SURVEYOR
48756
AARON D. BORING
Date Signed... 5/23/23
ARIZONA, USA

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - PURPLE SAGE TRAIL (3)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	ELK/SJV/CNP
CHECKED:	CNP/JEC

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Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.swiaz.com

SWI
Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

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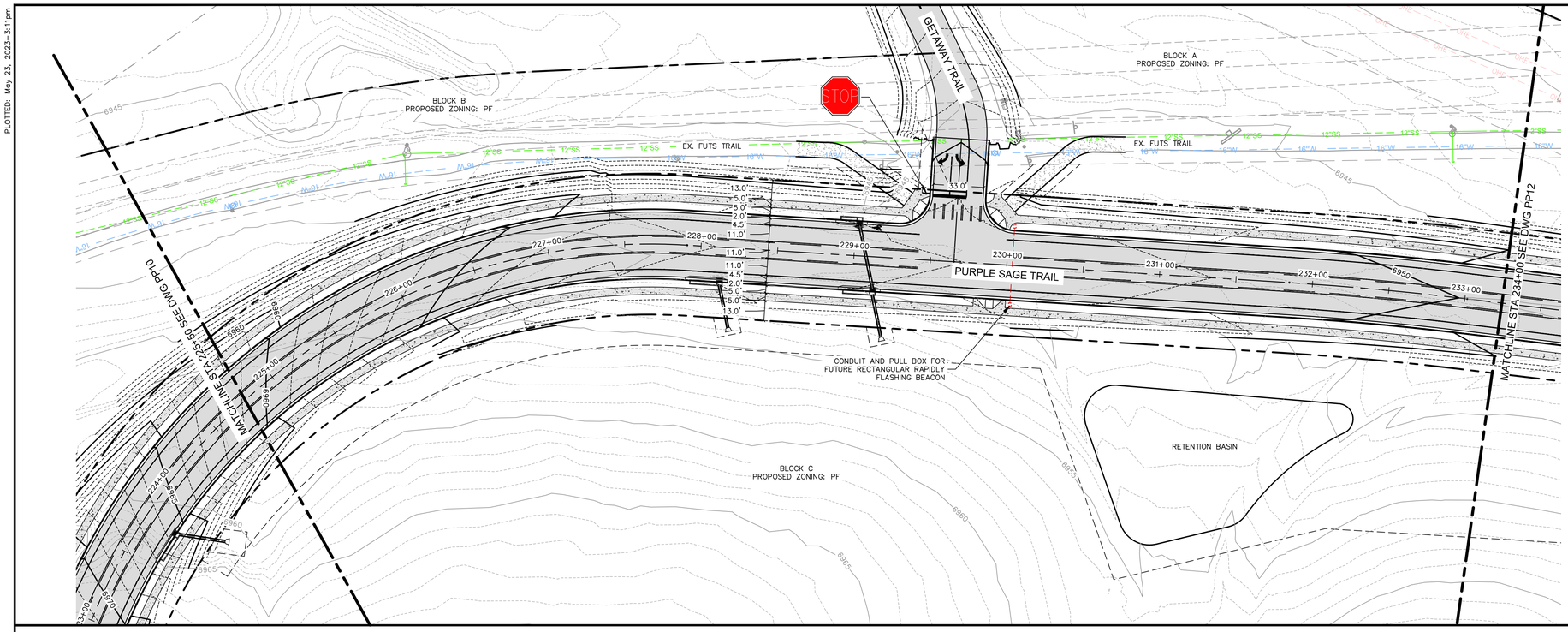
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

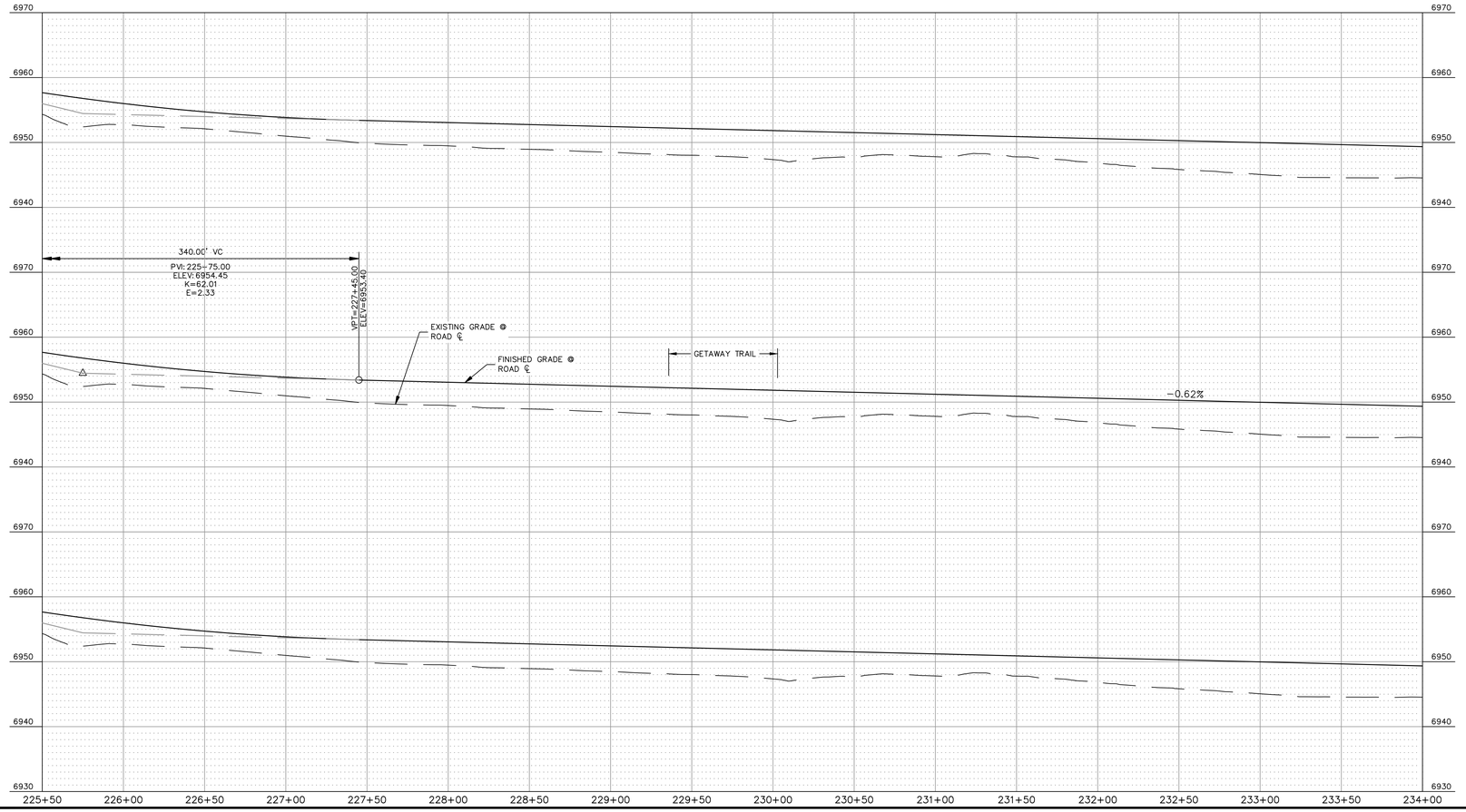
DRAWING NO.
PP10

SHT NO. 25 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – C&D-WELLNESSLOOP (1).DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:11pm





SCALE 1" : 40'
0 20 40

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ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - PURPLE SAGE TRAIL (4)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	ELK/SJV/CNP
CHECKED:	CNP/JEC

REVISIONS

NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
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www.swiaz.com

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed... 5/23/23
ARIZONA, USA

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

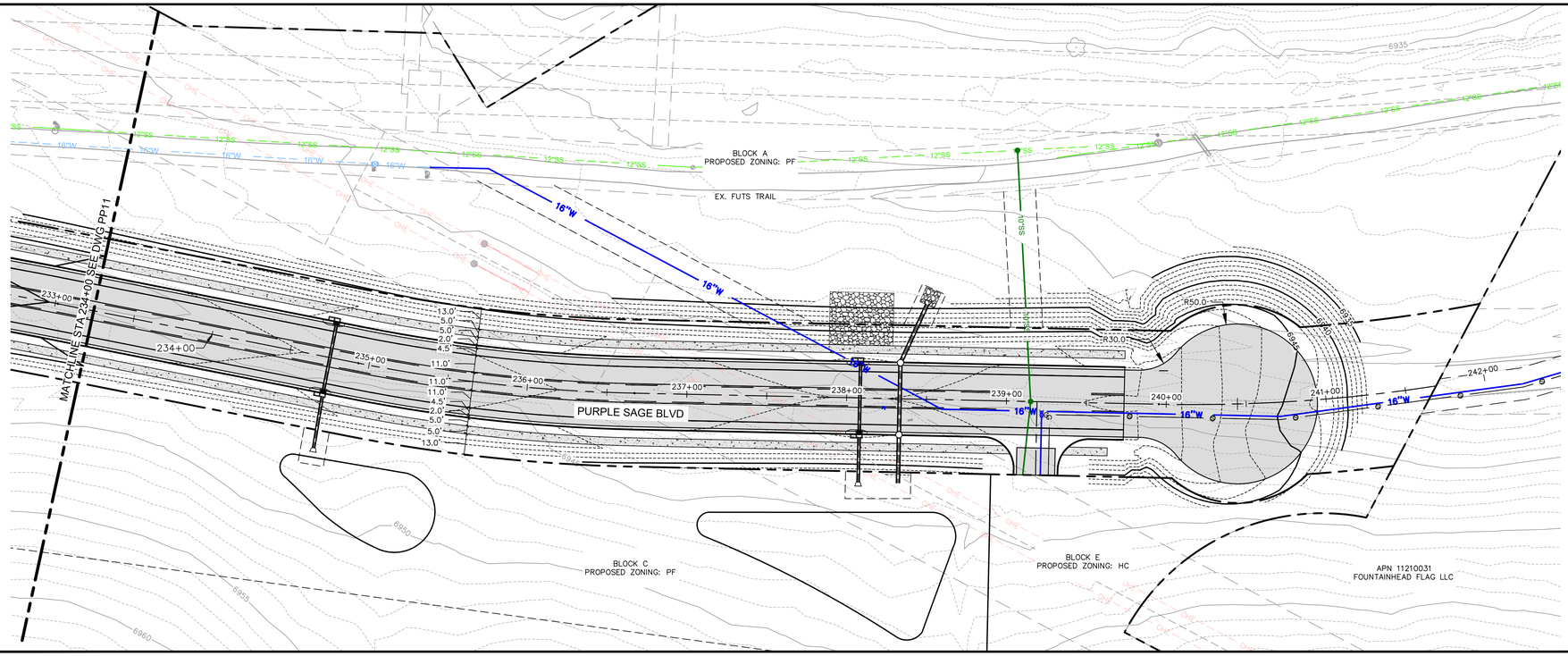
C.O.F. Project # PZ-21-00126

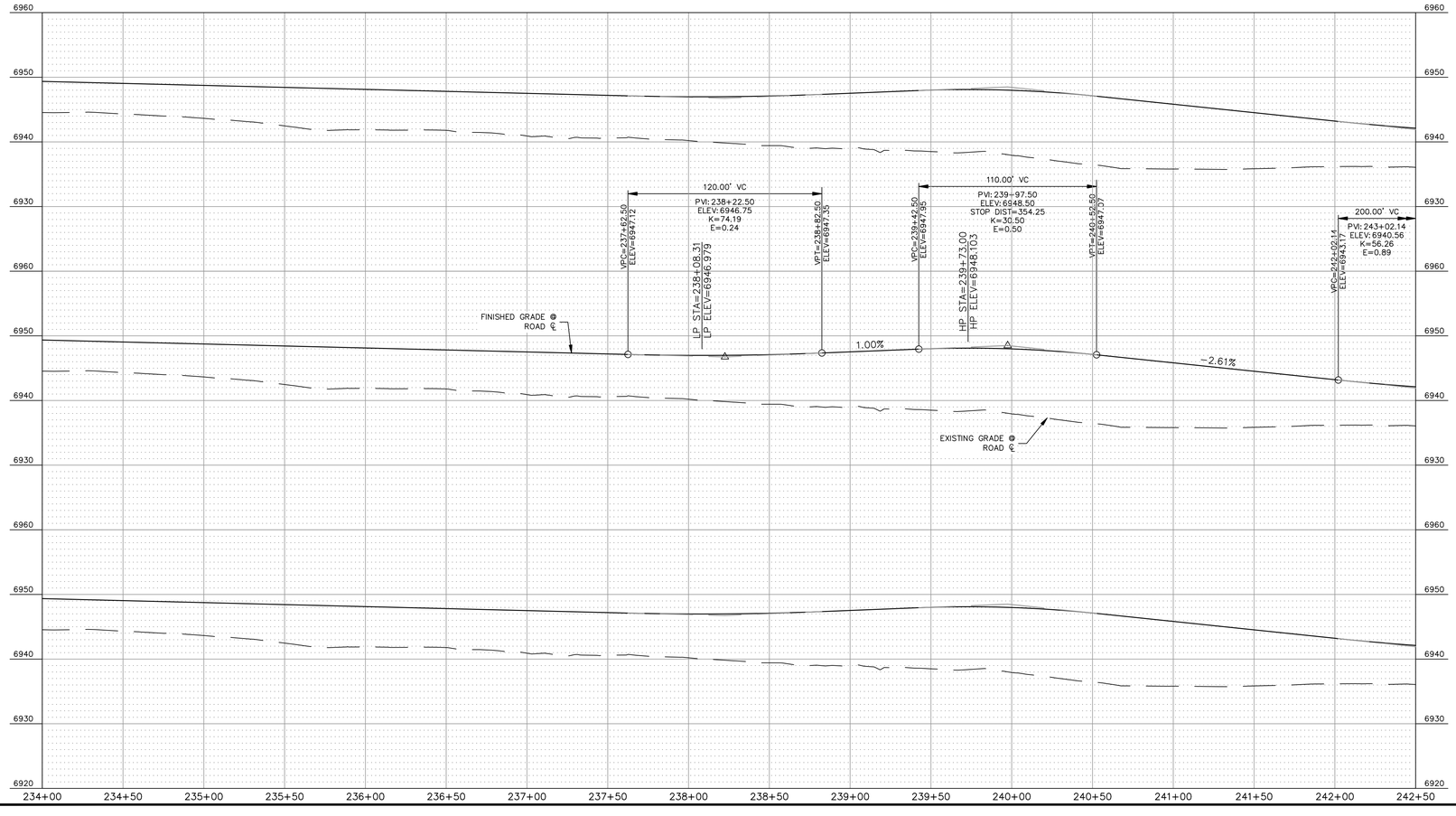
DRAWING NO.
PP11

SHT NO. 26 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - C&D-WELLNESSLOOP (1).DWG JERIKSSON

PLOTTED: May 23, 2023–3:11pm





SCALE 1" : 40'
0 20 40

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45756
AARON D. BORLING
Date Signed... 5/23/23
ARIZONA, USA

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

C.O.F. Project # PZ-21-00126

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ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - PURPLE SAGE TRAIL (5)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	ELK/SJV/CNP
CHECKED:	CNP/JEC

110 W. Dale Avenue
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928.773.0334
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS		
NO.	DESCRIPTION	DATE	BY

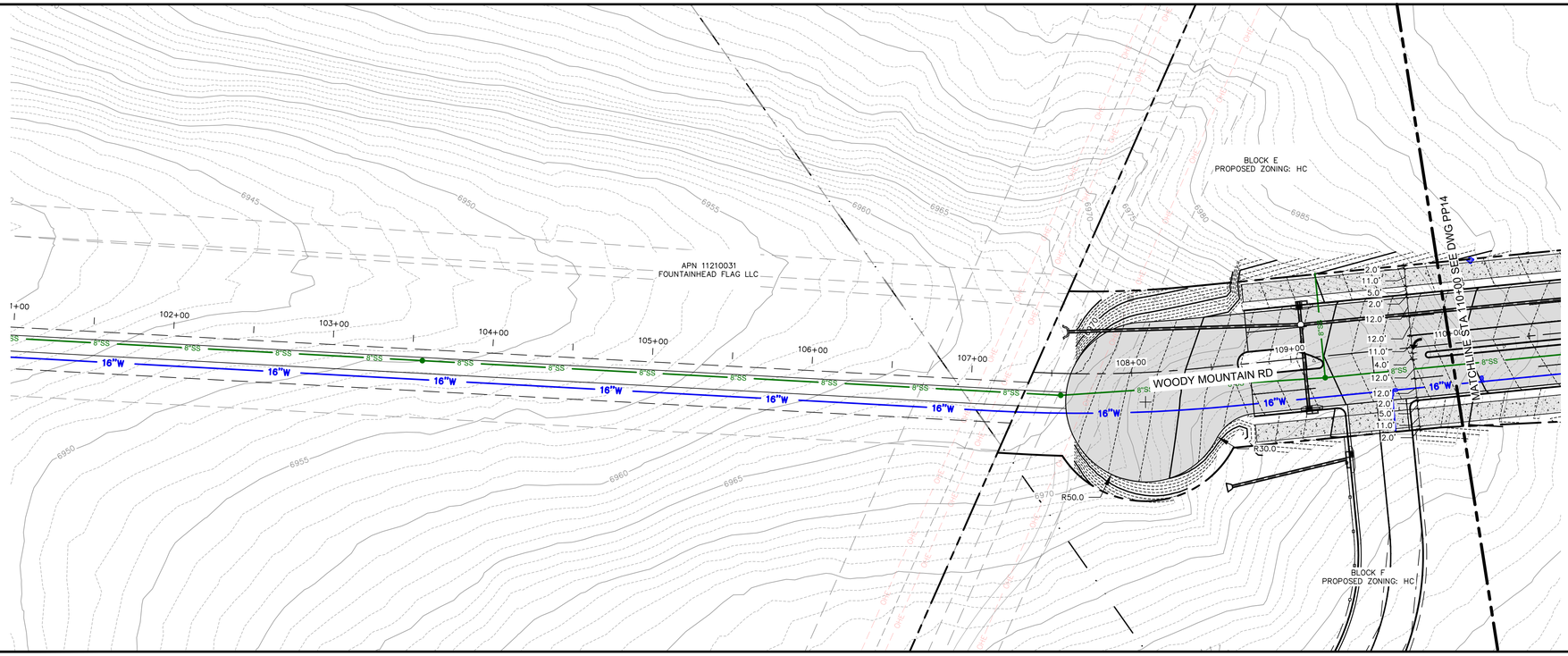
Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

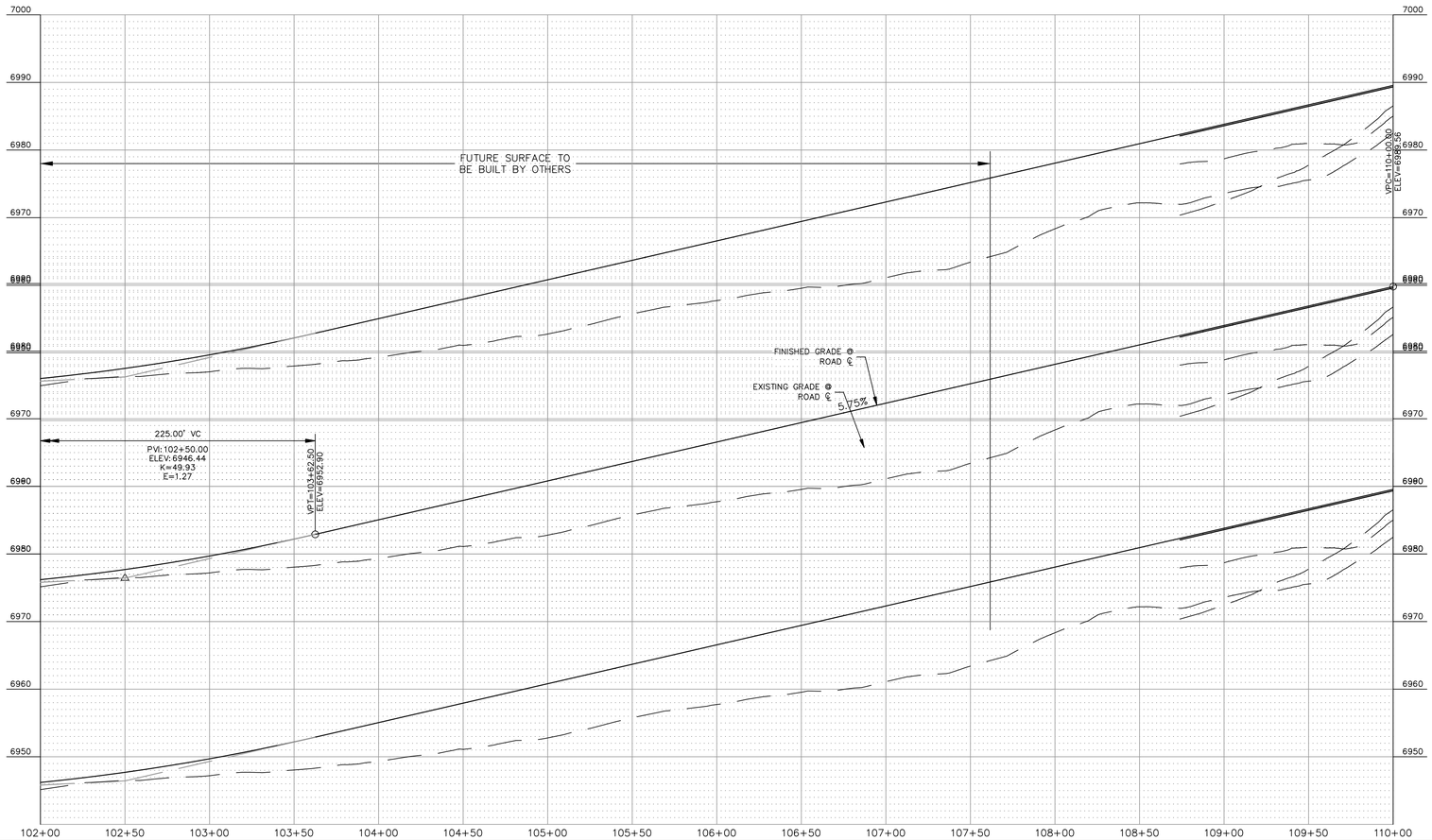
DRAWING NO.
PP12

SHT NO.	OF
27	30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – G&D-WELLNESSLOOP (2).DWG JERIKSSON

PLOTTED: May 23, 2023–3:12pm





SCALE 1" : 40'
0 20 40

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed... 5/23/23
ARIZONA, USA

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - WOODY MOUNTAIN RD (1)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	ELK/SJV/CNP
CHECKED:	CNP/JEC

REVISIONS			
NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
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928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

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Call 811 or click Arizona811.com

DRAWING NO.
PP13

SHT NO. 28 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – C&D-WOODY MOUNTAIN RD (1).DWG JERIKSSON

PLOTTED: May 23, 2023–3:12pm

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
Date Signed 4/21/23
ARIZONA, USA

Registered Professional Engineer
CERTIFICATE NO.
33983
GUILLERMO E. CORTES
5/23/23
Date Signed
ARIZONA, USA

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

PLAN AND PROFILE - WOODY MOUNTAIN RD (2)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	ELK/SJV/CNP
CHECKED:	CNP/JEC

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NO.	DESCRIPTION	DATE	BY

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DRAWING NO.
PP14

SHT NO. 29 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - D&D-WOODY MOUNTAIN RD (2).DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:12pm

LEGEND

- EXISTING TREE TO BE SAVED
- EXISTING TREE TO BE REMOVED
- EXISTING TREE PURPLE SAGE TRAIL
- EXISTING TREE WITHIN BEULAH BLVD & WOODY MOUNTAIN ROAD
- EXISTING TREE TO BE REMOVED OUTSIDE OF THE PROJECT LIMITS
- EXISTING TREE OUTSIDE OF THE PROJECT LIMITS
- (A) BLOCK IDENTIFICATION
- OVERALL PROJECT LIMITS
- PROPOSED RIGHT-OF-WAY
- DISTURBANCE LIMIT FENCING

NOTES:
1. EXISTING SLOPES ON THE SITE DO NOT EXCEED 16.99%.
2. RIGHT-OF-WAY INCLUDES PURPLE SAGE TRAIL.
3. WOODY MOUNTAIN ROAD AND BEULAH BOULEVARD ARE CONSIDERED REGIONAL IMPROVEMENTS AND THE RESOURCES WITHIN THE RIGHT-OF-WAY ARE NOT INCLUDED IN THE RESOURCE PROTECTION OVERLAY CALCULATIONS FOR THIS PROJECT.
4. THE RIGHT-OF-WAY FRONTAGE OF EACH BLOCK IS ACCOUNTED IN THE GROSS ACREAGE AND USED FOR THE NATURAL RESOURCE PROTECTION CALCULATIONS.
5. ANY EXCESS PRESERVED AREA ON BLOCK "C" CAN BE CREDITED TO OTHER BLOCKS AS NEEDED TO MEET THE REQUIRED PRESERVATION RATE.
6. TREE LOCATIONS HAVE BEEN UPDATED PER THE AERIAL IMAGERY DATED 09/01/2022.
7. BUILDING & PARKING LOT LAYOUTS FOR ALL BLOCKS EXCLUDING BLOCK "C" ARE CONCEPTUAL AND SUBJECT TO CHANGE.

APN: 112-10-027C
FAE HOLDINGS 463918R LLC
(NOT A PART)

APN: 112-10-028
COOPERRIDER BRYAN E & ELIZABETH C
(NOT A PART)

APN: 112-10-001Z
BOYER RONALD C
(NOT A PART)

APN: 112-10-027D
HANNEMANN VALARIE L
(NOT A PART)

APN: 112-10-014
ODEGAARD VAN ALLEN & CAROL
(NOT A PART)

APN: 112-10-015
ODEGAARD CHARLIE & GLENDA GEANE
(NOT A PART)

ODEGAARD VAN & CAROL
APN: 112-05-032B
EXISTING ZONING: RR
2.17 ACRES
(NOT A PART)

APN: 112-10-005D
SPEK-FLAG LLC
(NOT A PART)

APN: 112-10-033
SPEK-FLAG LLC
(NOT A PART)

APN: 112-10-031
FOUNTAINHEAD FLAG LLC
(NOT A PART)

APN: 112-05-129
SPEK-FLAG LLC
(NOT A PART)

APN: 116-13-005B
COCONINO COUNTY
(NOT A PART)

GETAWAY TRAIL

PURPLE SAGE TRAIL

PROPOSED RETENTION BASINS

100-YEAR FEMA FLOODPLAIN

PARTIAL LAYDOWN AREA

SECTION LINE

TRACT Z

TRACT ZZ

ZONING BOUNDARY

WOODY MOUNTAIN ROAD

SR 89A/BEULAH BLVD

INTERSTATE 17 - SOUTHBOUND

INTERSTATE 17 - NORTHBOUND

BLOCK	LAND USE AREA	ACREAGE ±	ZONING	DEVELOPMENT OPTION	GROSS PARCEL AREA & FRONTAGE ROW AREA TO CENTERLINE (ACRES)	REQUIRED PRESERVATION RATE	REQUIRED PRESERVATION AREA (ACRES)	PRESERVED AREA (ACRES)	PRESERVATION RATE	PRESERVATION AREA CREDITED FROM BLOCK 'C' (ACRES)	ADJUSTED PRESERVATION RATE
A	1a	7.1	PF	OPEN SPACE	8.46	30%	2.54	6.49	77%	-	77%
B	1a	3.1	PF	OPEN SPACE	4.18	30%	1.25	2.62	63%	-	63%
C	1b	20.0	PF	WELLNESS AREA	22.57	30%	6.77	18.91	84%	-	66%
D	2a	15.4	HC	MIXED USE	17.36	30%	5.21	3.91	23%	1.30	30%
E	2b	59.1	HC	MEDICAL CENTER	63.19	30%	18.96	16.86	27%	2.09	30%
TRACT ZZ	2c	2.6	N/A	HOTEL	3.41	30%	1.02	0.47	14%	0.55	30%
TRACT Z	2d,3	50.2	N/A	CLINICAL PARTNERSHIP & RETAIL/ RESEARCH & INNOVATION	53.45	30%	16.04	17.11	32%	-	32%
	0	0.0	0.0		0.00		0.00	0.00		0.00	0%
ROW	-	8.3	N/A	PURPLE SAGE TRL & WELLNESS LOOP	-	-	-	-	-	-	-
ROW	-	6.8	N/A	WOODY MOUNTAIN ROAD & BEULAH BLVD	-	-	-	-	-	-	-
	TOTAL	172.6			172.62		51.78	66.37		3.94	

NOTES:
1. RESOURCES WITHIN WOODY MOUNTAIN ROAD AND BEULAH BOULEVARD RIGHT-OF-WAY ARE NOT INCLUDED IN THE RESOURCE PROTECTION OVERLAY CALCULATIONS PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.020.
2. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.050, THE TOPOGRAPHY DOES NOT INCLUDE AT LEAST 17% SLOPE WITH A 10 FOOT VERTICAL DROP OVER A 100 FOOT HORIZONTAL DISTANCE PARALLEL TO AT LEAST ONE COMMON CONTOUR LINE.
3. THE SITE DOES NOT CONTAIN FLOODPLAIN RESOURCES.
4. ANY EXCESS PRESERVED AREA ON BLOCK 'C' CAN BE CREDITED TO OTHER BLOCKS AS NEEDED TO MEET THE REQUIRED PRESERVATION RATE. BLOCK 'C' PRESERVATION RATE IS ADJUSTED ACCORDINGLY.

NORTH
SCALE 1" : 200'
0 100 200

REGISTERED LAND SURVEYOR CERTIFICATE NO. 48756 AARON D. BORLING Date Signed 5/23/23 ARIZONA, U.S.A.

Registered Professional Engineer (Civil) 33983 GUILLERMO E. CORTES 5/23/23 Date Signed ARIZONA, U.S.A.

C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

PRELIMINARY NATURAL RESOURCE PROTECTION PLAN

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	HAS
DESIGN:	CNP
CHECKED:	GEC

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

110 W. Dale Avenue
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928.774.8934 fax
www.swiaz.com

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DRAWING NO.
NRPP

SHT NO. 30 OF 30

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – NATURAL RESOURCE PROTECTION PLAN.DWG, JERKSSON

PLOTTED: May 23, 2023 – 3:42pm



SCALE 1" : 600'
0 300 600

PRELIMINARY

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C.O.F. Project # PZ-21-00126

OFFSITES KEY MAP

NAH HEALTH VILLAGE

FLAGSTAFF ARIZONA

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

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REVISIONS			
NO.	DESCRIPTION	DATE	BY

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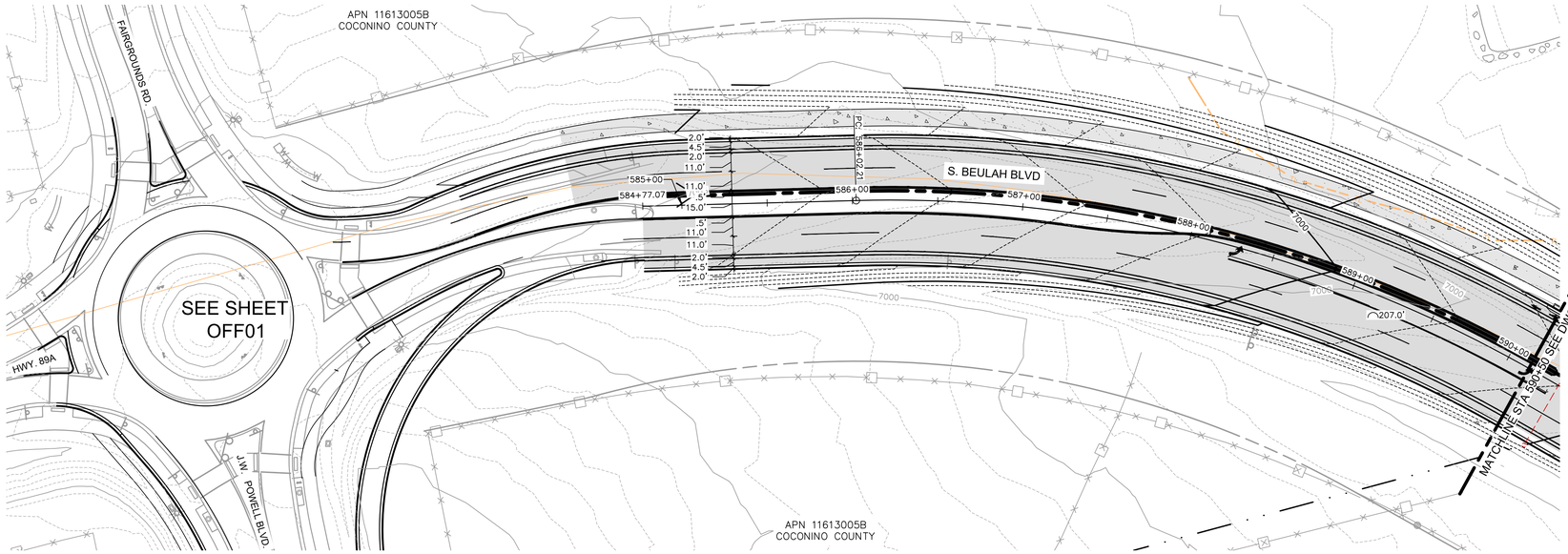
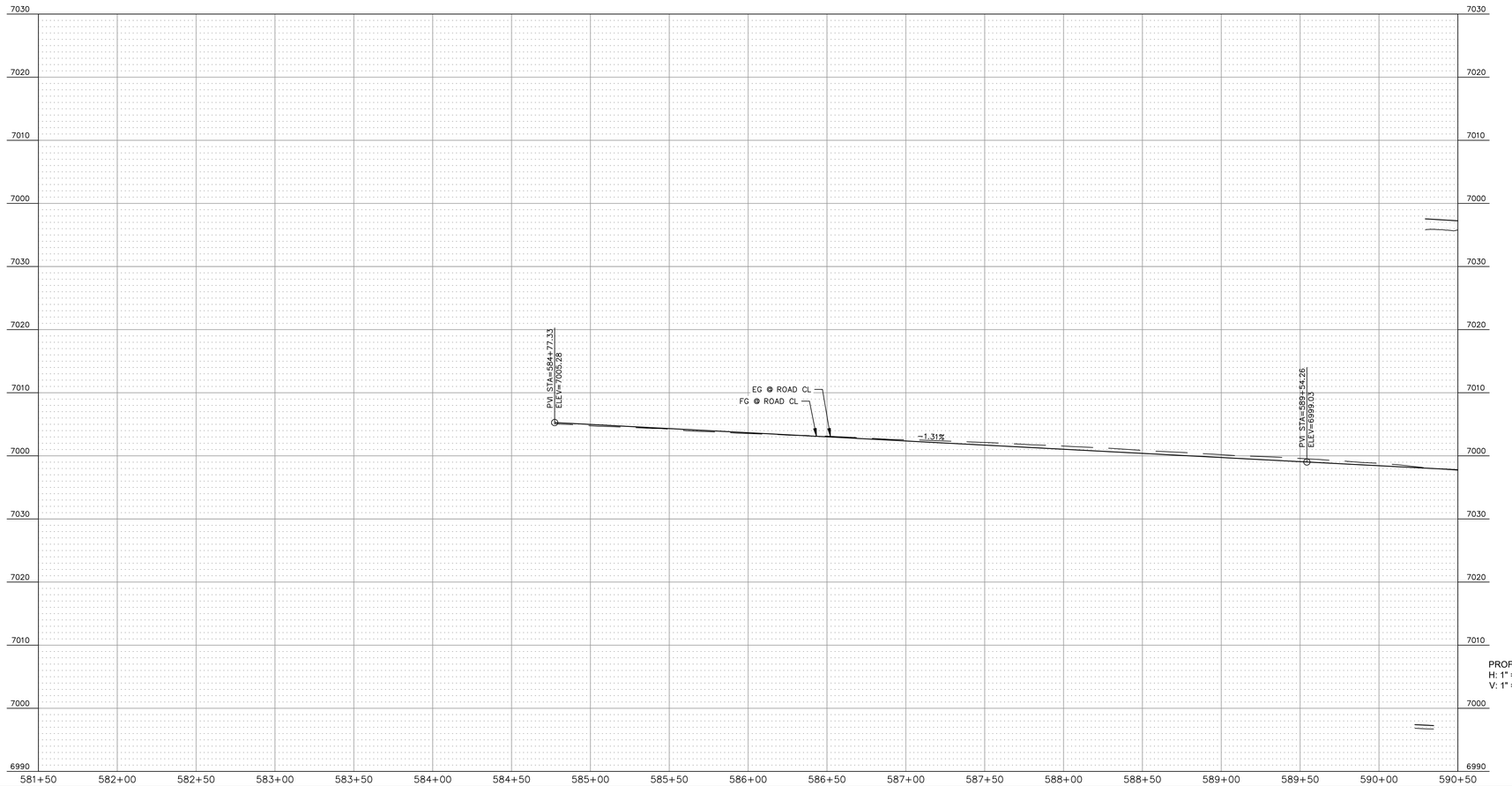
DRAWING NO.
OK01

SHT NO. 1 OF 11

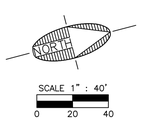
FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – OFFSITES KEY MAP –OFFSITE.DWG JERKSSON

PLOTTED: May 23, 2023 – 3:42pm





PROFILE SCALE
H: 1" = 40'
V: 1" = 10'



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C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

OFFSITE-IMPROVEMENT PLANS
BEULAH BLVD P&P (1)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SJV/CNP
CHECKED:	CNP/JEE

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928.282.2058 fax
www.swiaz.com

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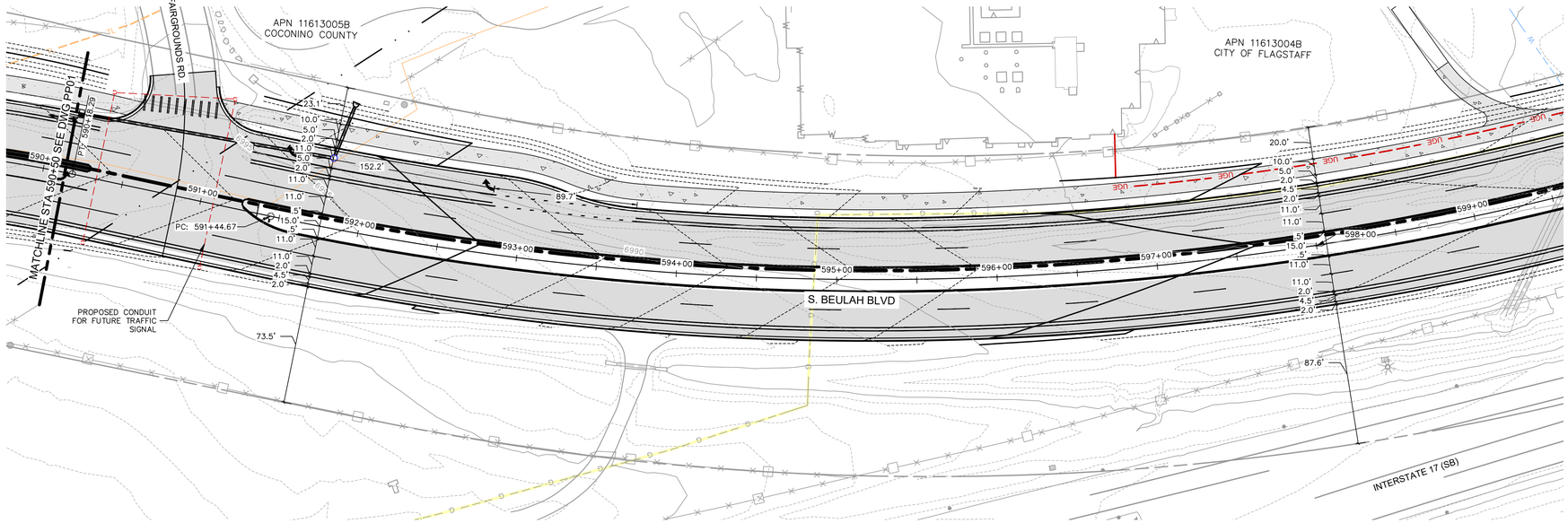
DRAWING NO.
PP01

SHT NO. 2 OF 11

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – G&D-BEULAHBLVD (1).DWG JERIKSSON

PLOTTED: May 23, 2023 - 3:43pm



PROFILE SCALE
H: 1" = 40'
V: 1" = 10'

SCALE 1" : 40'
0 20 40

PRELIMINARY

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BIDDING OR RECORDING

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

OFFSITE-IMPROVEMENT PLANS
BEULAH BLVD P&P (2)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SWI/CNP
CHECKED:	CNP/JEC

REVISIONS

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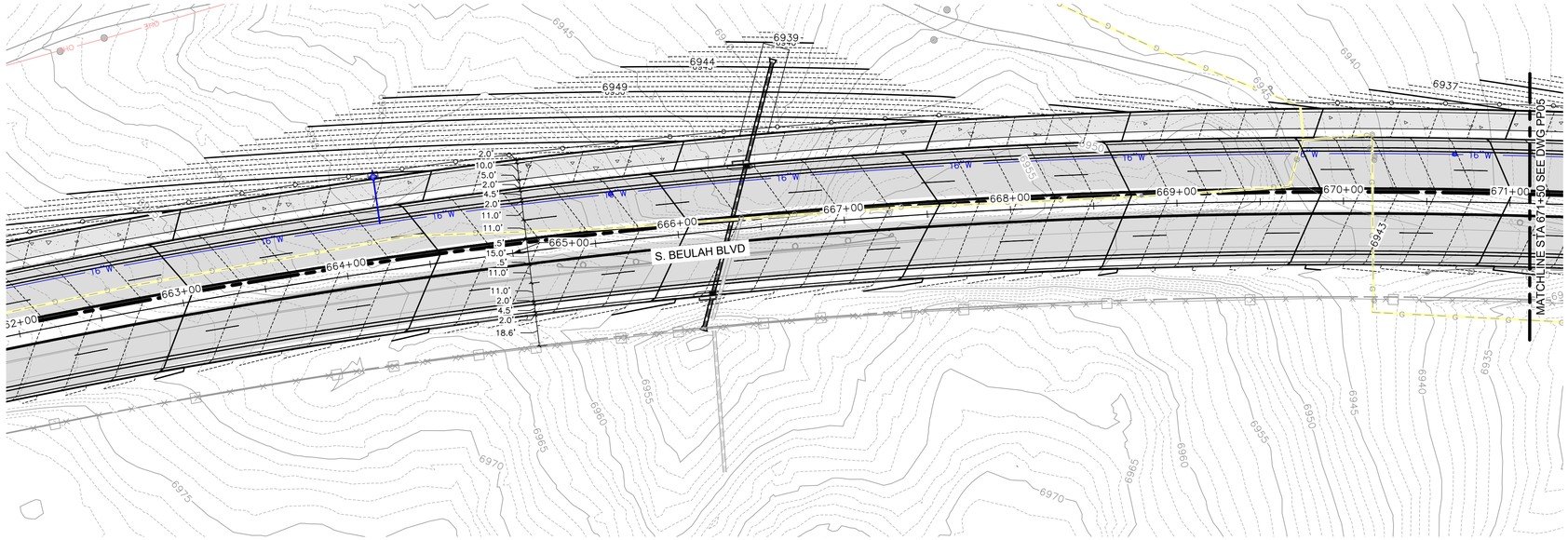
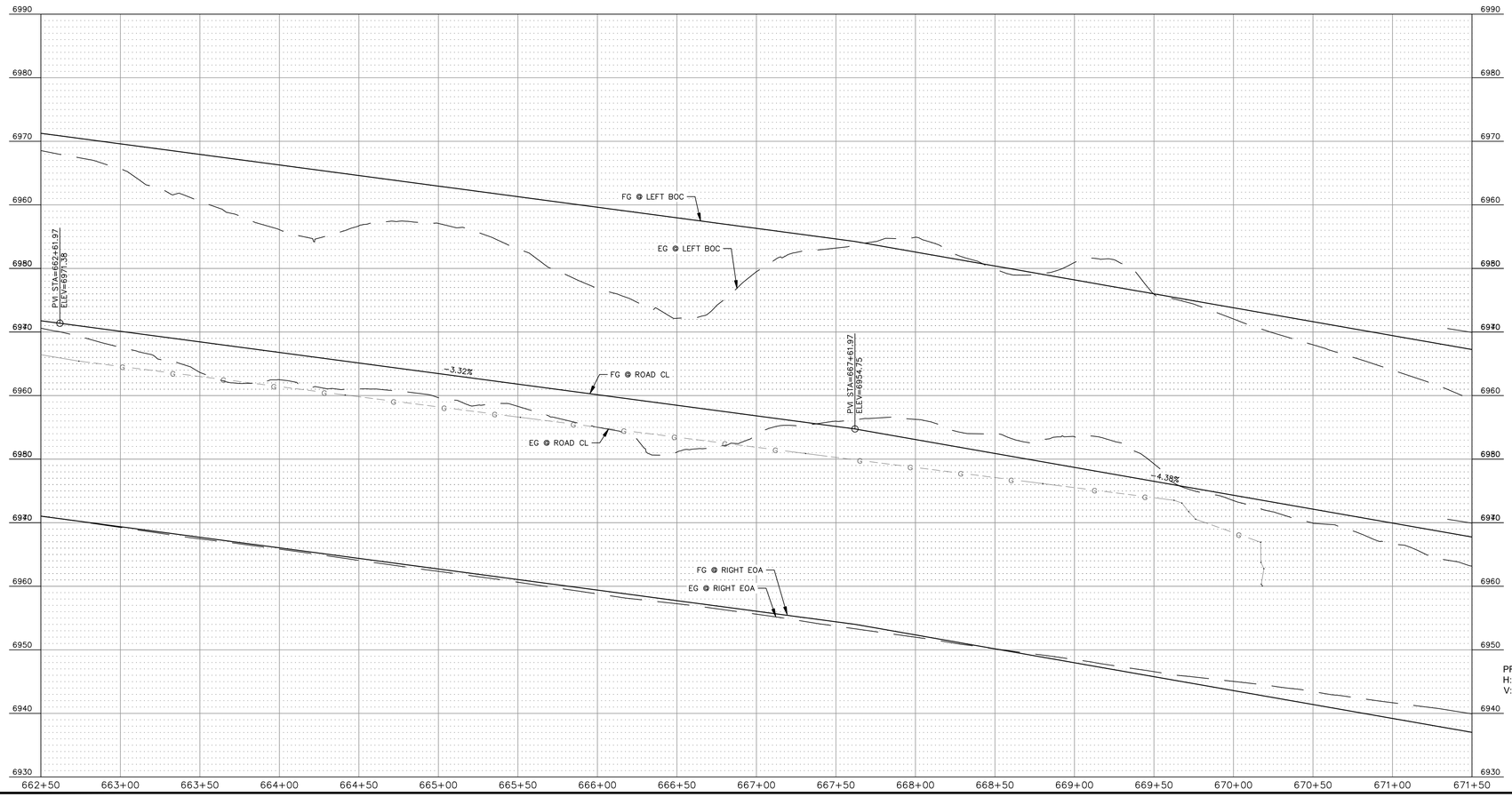
DRAWING NO.
PP02

SHT NO. 3 OF 11

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - C&D-BEULAHBLVD (1).DWG JERKISSON

PLOTTED: May 23, 2023 – 3:43pm





PROFILE SCALE
H: 1" = 40'
V: 1" = 10'

SCALE 1" : 40'
0 20 40

PRELIMINARY

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C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

OFFSITE-IMPROVEMENT PLANS
BEULAH BLVD P&P (3)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SJW/CNP
CHECKED:	CNP/JEC

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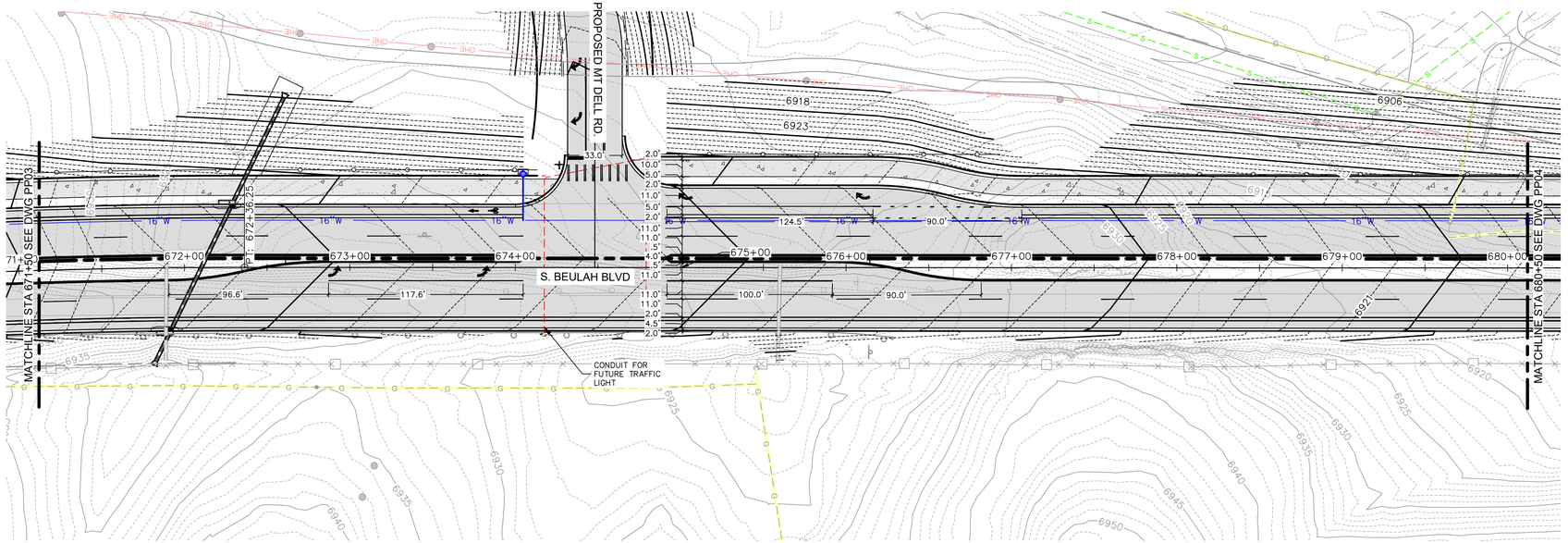
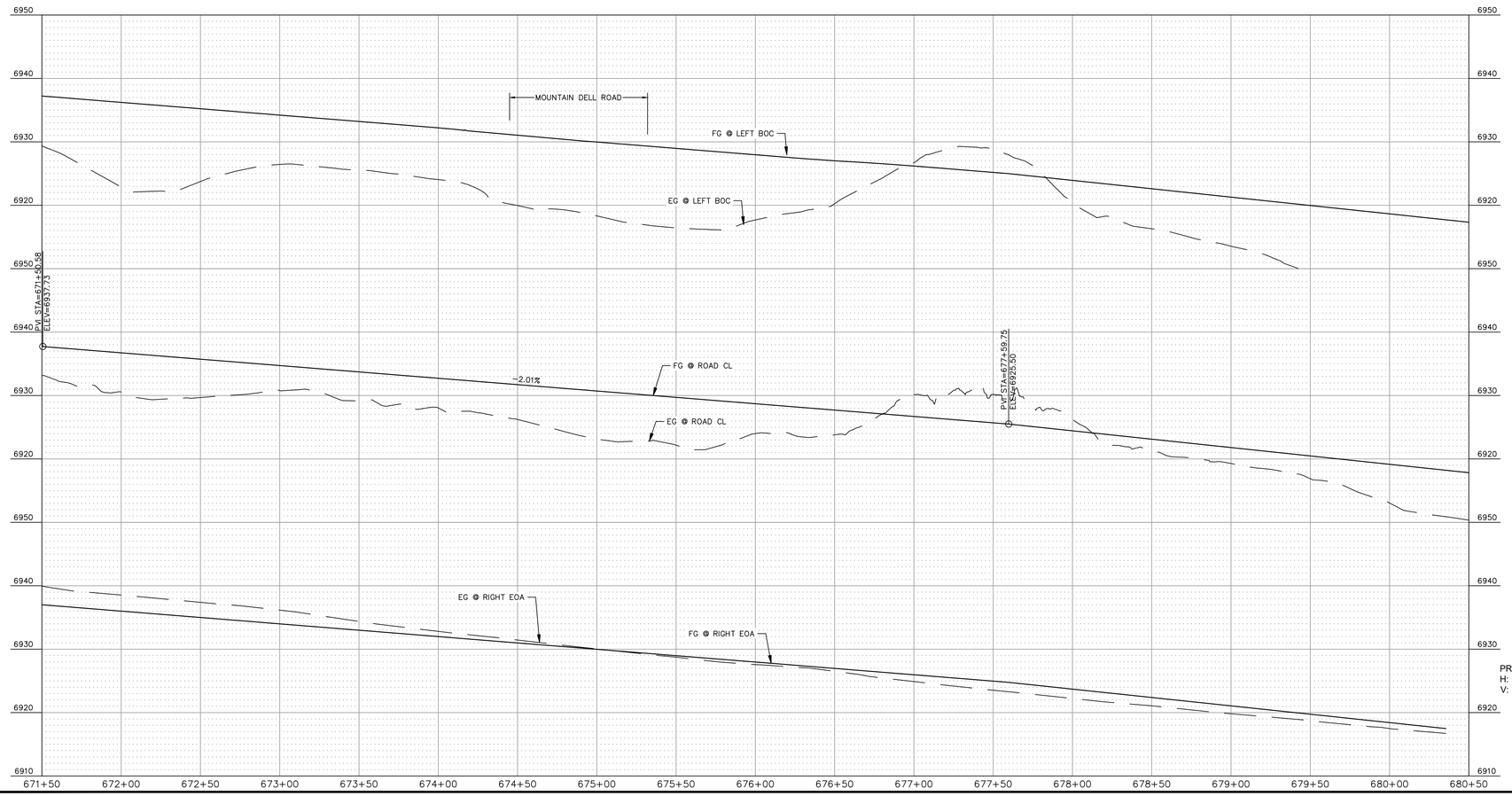
DRAWING NO.
PP03

SHT NO. 4 OF 11

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – C&D-BEULAHBLVD (6).DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:43pm





PROFILE SCALE
H: 1" = 40'
V: 1" = 10'

SCALE 1" : 40'
0 20 40

PRELIMINARY

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C.O.F. Project # PZ-21-00126

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NAH HEALTH VILLAGE

OFFSITE-IMPROVEMENT PLANS
BEULAH BLVD P&P (4)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SxV/CNP
CHECKED:	CNP/JEC

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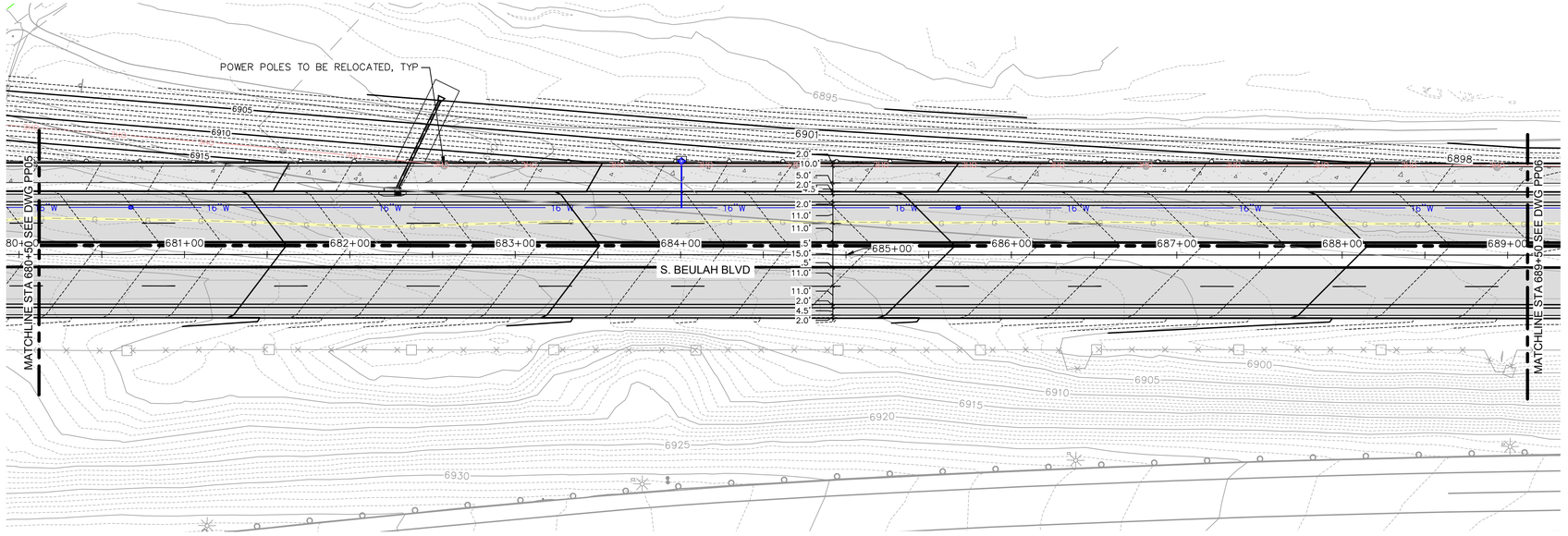
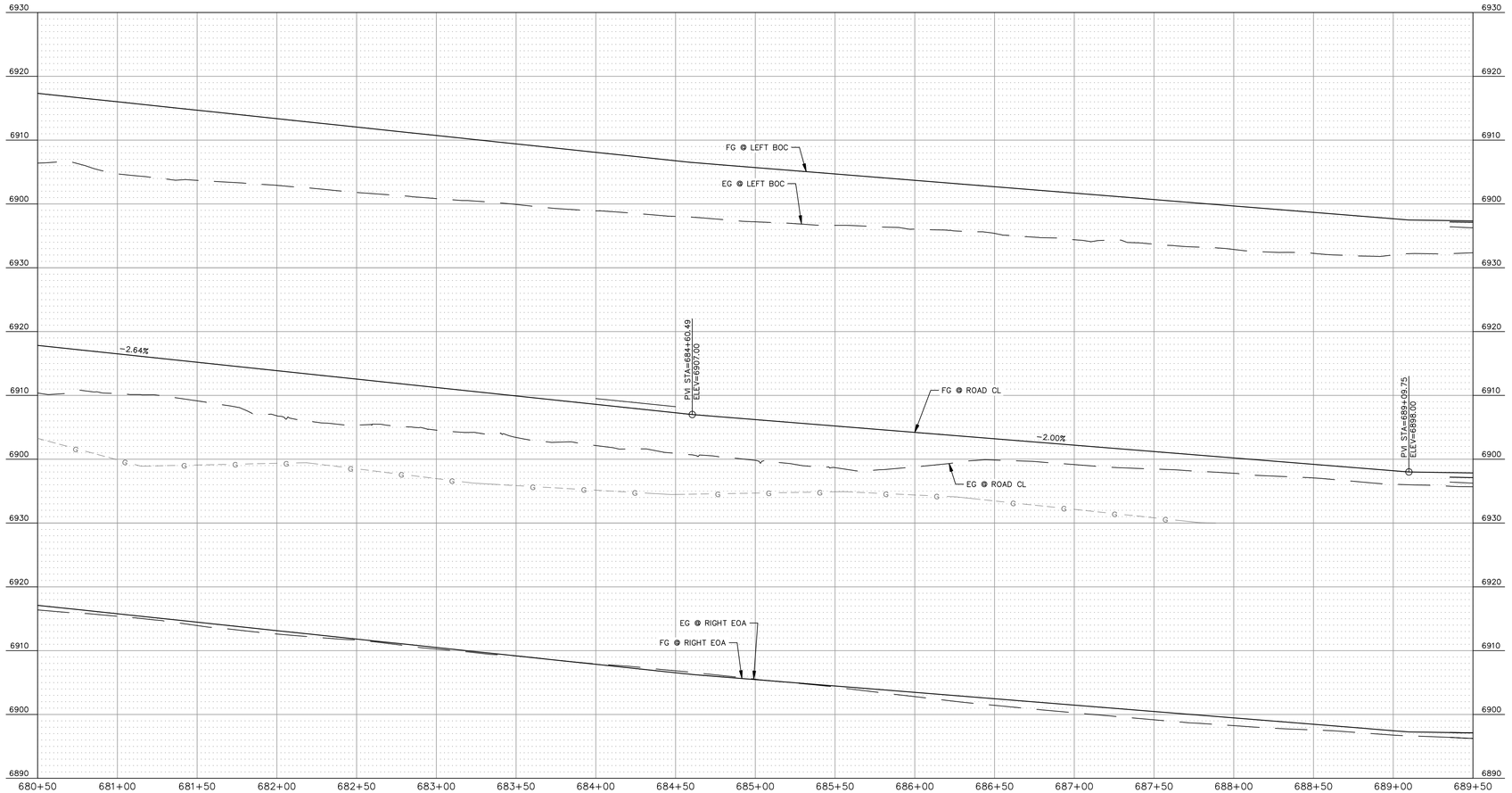
DRAWING NO.
PP04

SHT NO. 5 OF 11

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – O&D-BEULAHBLVD (6).DWG JERKSSON

PLOTTED: May 23, 2023–3:51pm





PROFILE SCALE
H: 1" = 40'
V: 1" = 10'

SCALE 1" : 40'
0 20 40

PRELIMINARY

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C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

OFFSITE-IMPROVEMENT PLANS
BEULAH BLVD P&P (5)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SJV/CNP
CHECKED:	CNP/JEC

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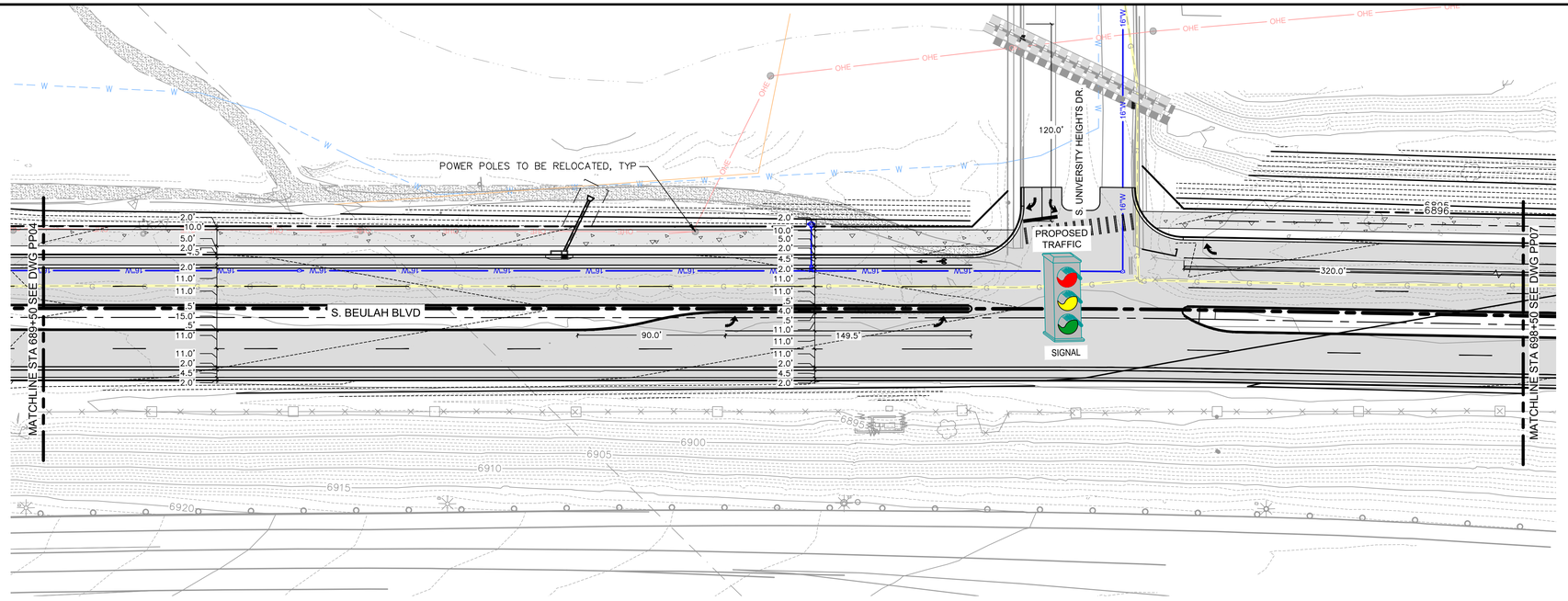
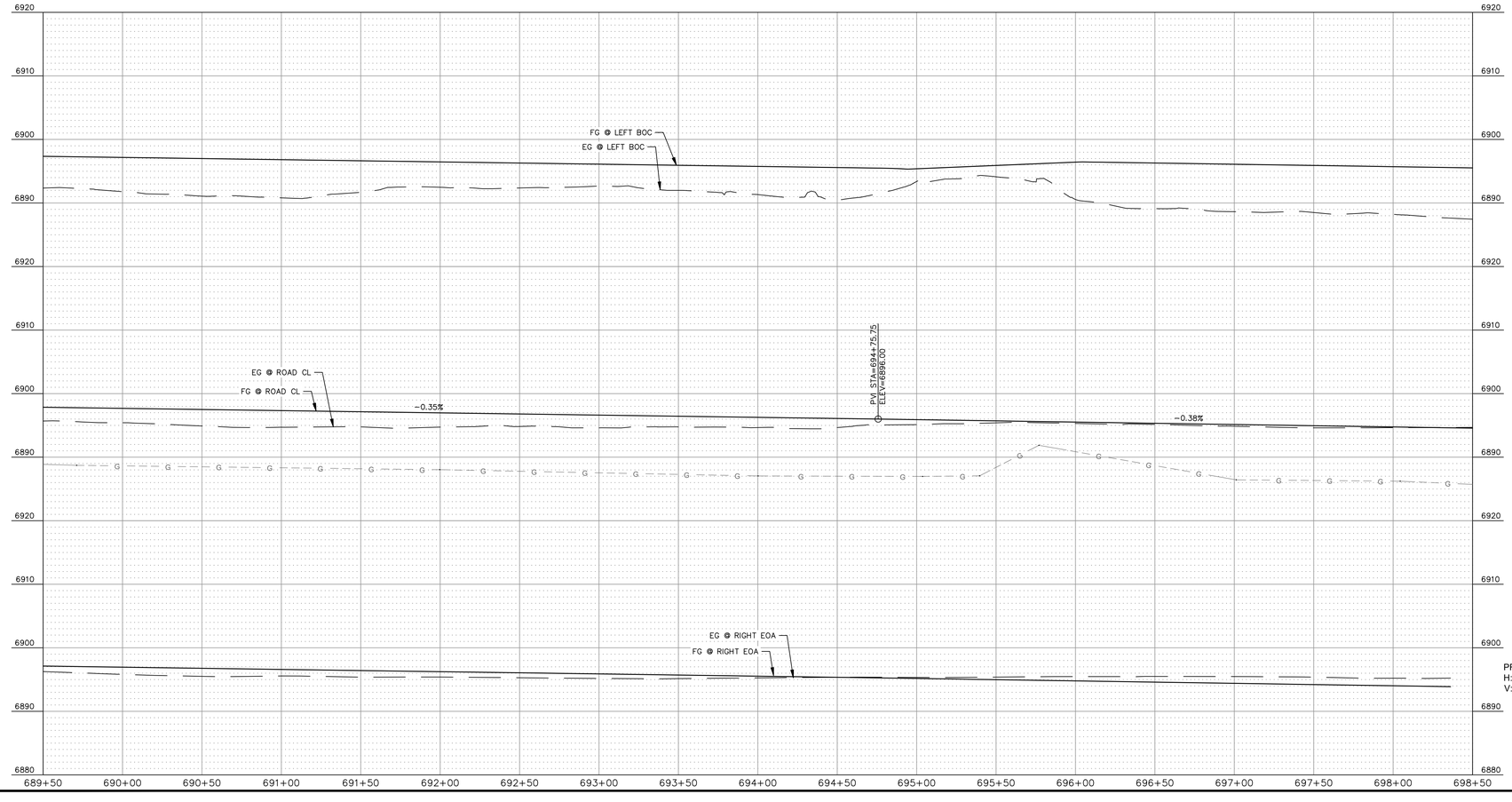
DRAWING NO.
PP05

SHT NO. 6 OF 11

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - O&D-BEULAHBLVD (6).DWG JERKISSON

PLOTTED: May 23, 2023–3:44pm





PROFILE SCALE
H: 1" = 40'
V: 1" = 10'

SCALE 1" : 40'
0 20 40

PRELIMINARY

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C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

OFFSITE-IMPROVEMENT PLANS
BEULAH BLVD P&P (6)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SJV/CNP
CHECKED:	CNP/JEC

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REVISIONS			
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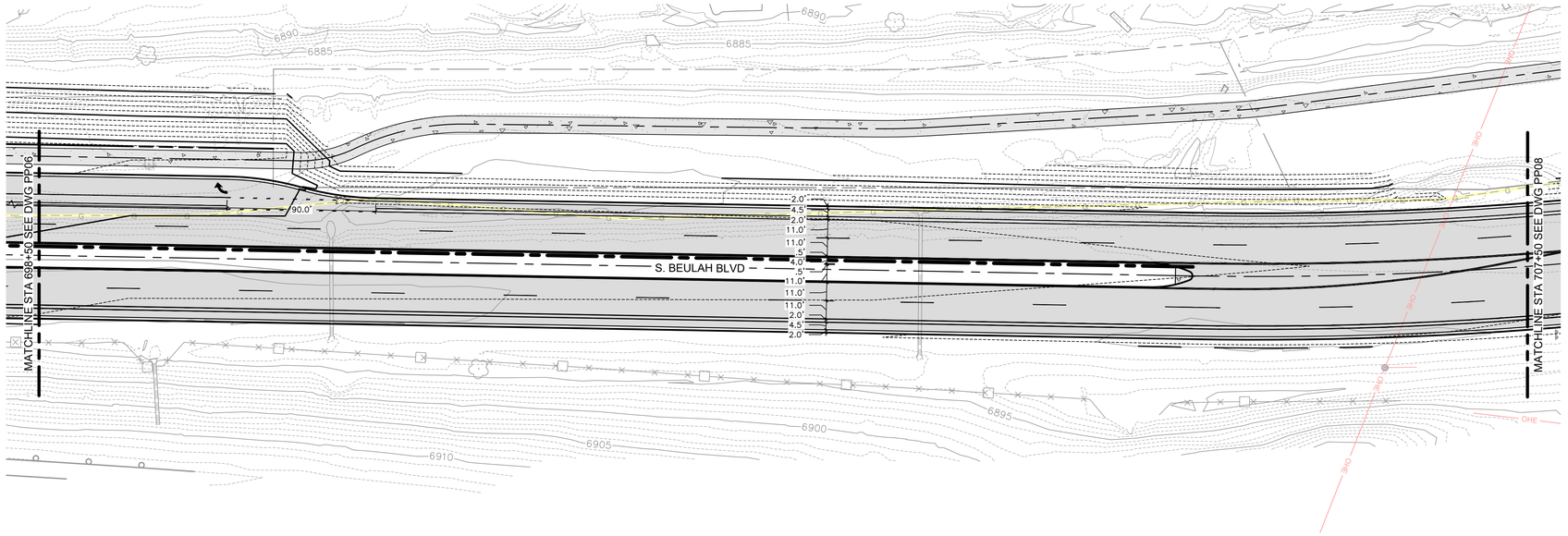
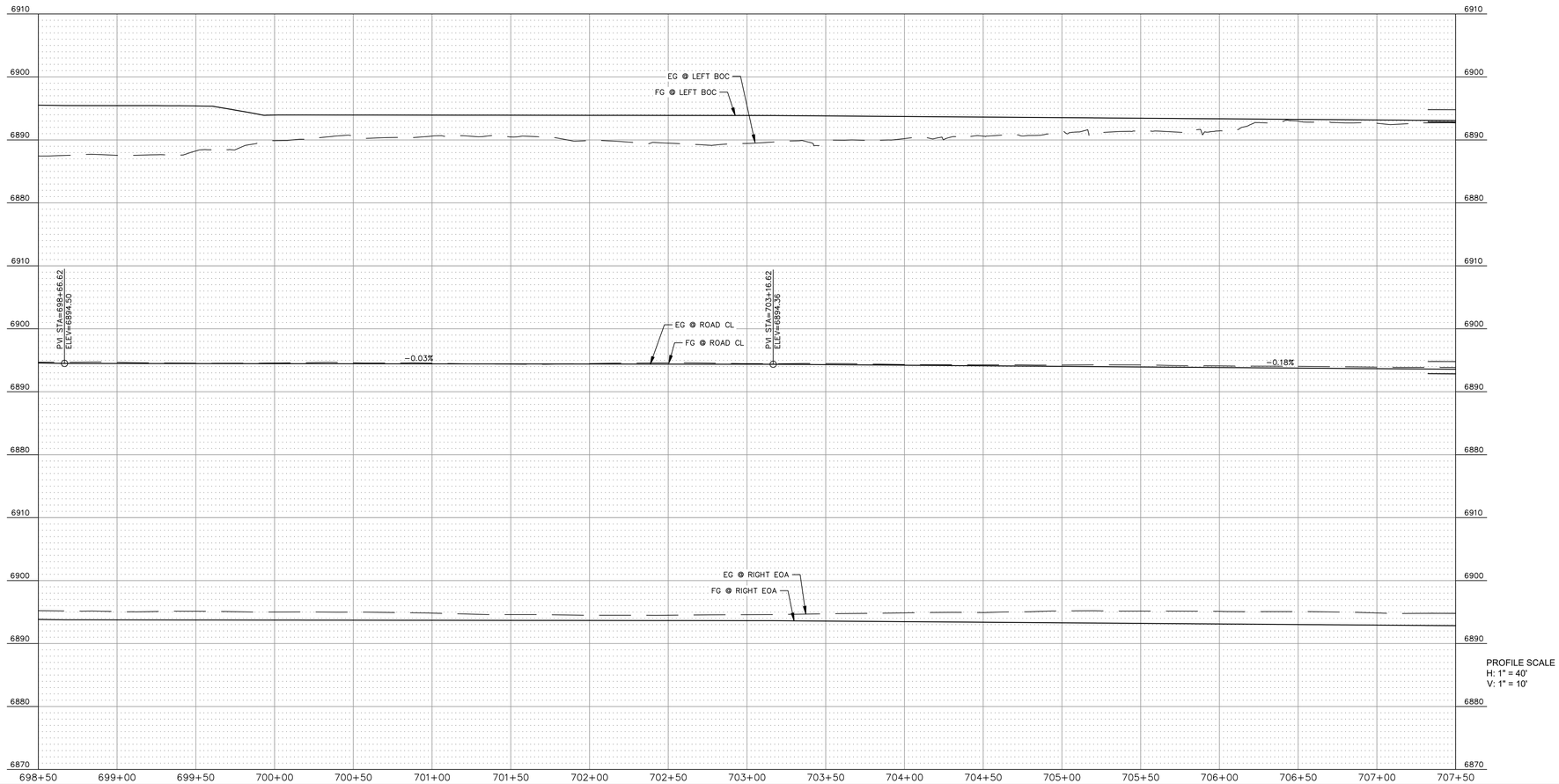
DRAWING NO.
PP06

SHT NO. 7 OF 11

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 - C&D-BEULAHBLVD (7).DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:44pm





PROFILE SCALE
H: 1" = 40'
V: 1" = 10'

SCALE 1" : 40'
0 20 40

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

OFFSITE-IMPROVEMENT PLANS
BEULAH BLVD P&P (7)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SJW/CNP
CHECKED:	CNP/JEC

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REVISIONS			
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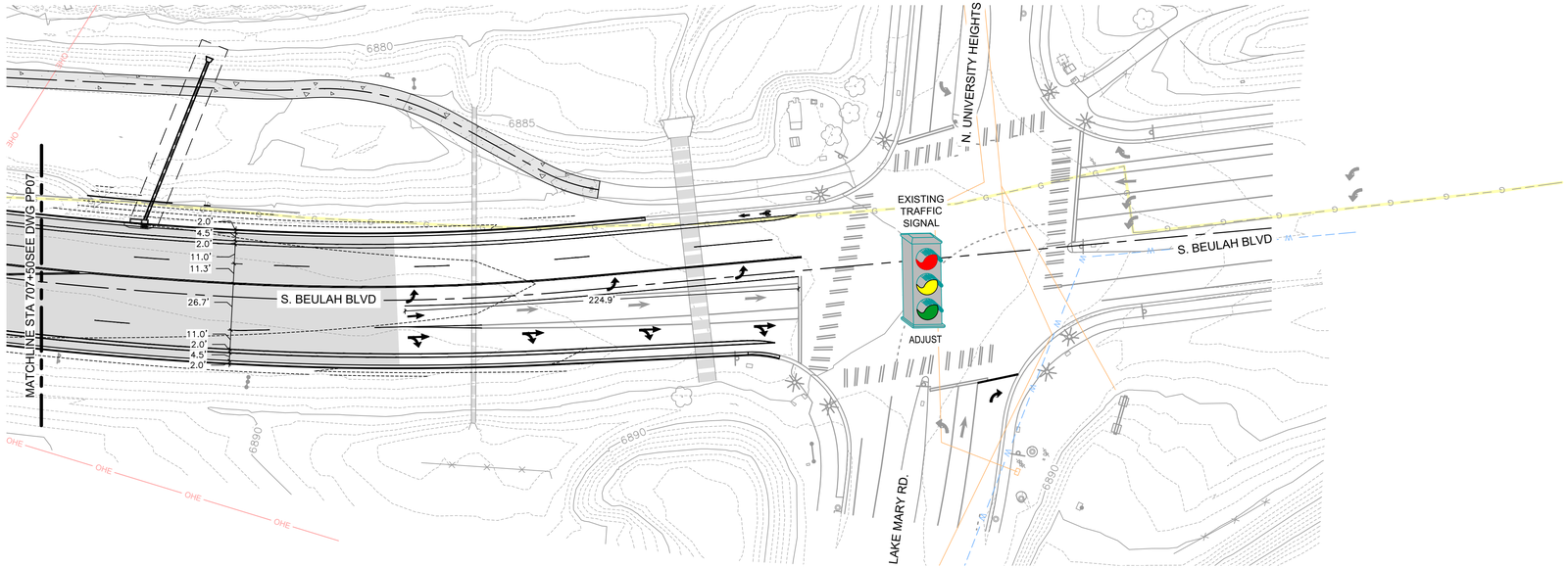
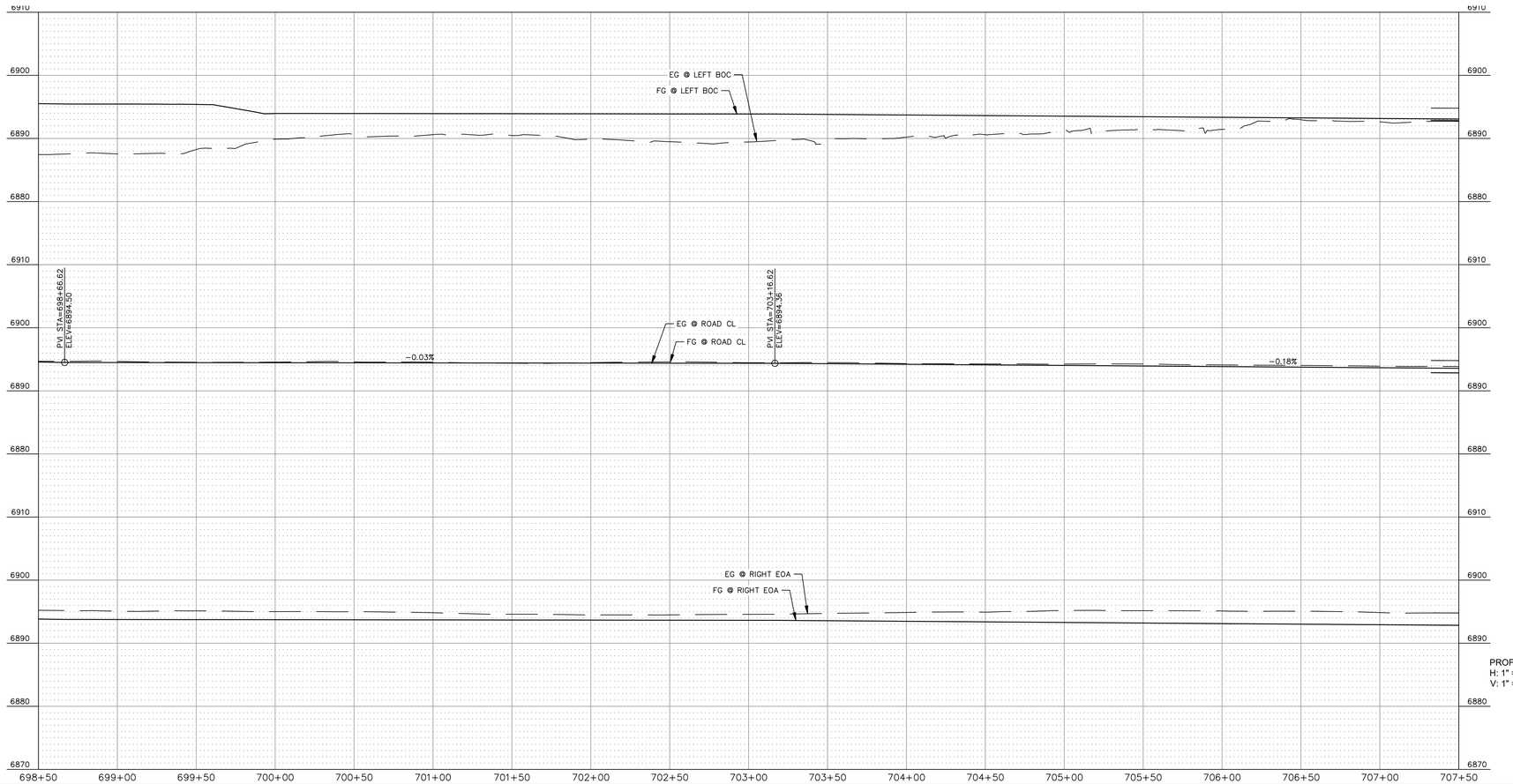
DRAWING NO.
PP07

SHT NO. 8 OF 11

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – C&D-BEULAHBLVD (7).DWG JERIKSSON

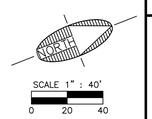
PLOTTED: May 23, 2023 – 3:44pm





PROFILE SCALE
H: 1" = 40'
V: 1" = 10'

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – C&D-BEULAHBLVD (7).DWG JERIKSSON



PRELIMINARY

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C.O.F. Project # PZ-21-00126

FLAGSTAFF ARIZONA

NAH HEALTH VILLAGE

OFFSITE-IMPROVEMENT PLANS
BEULAH BLVD P&P (8)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	BHD/SJW/CNP
CHECKED:	CNP/JEC

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REVISIONS

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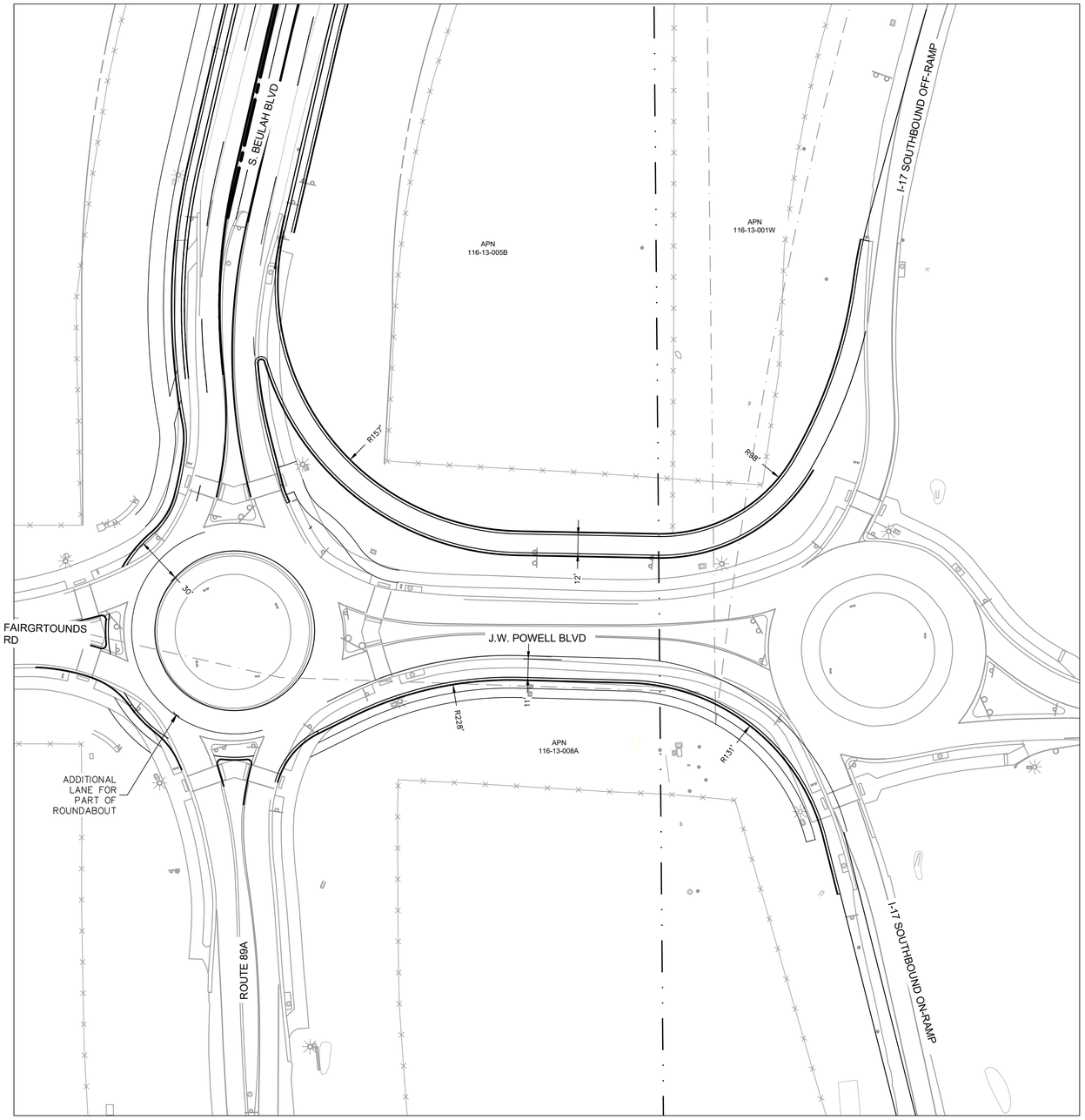
DRAWING NO.
PP08

SHT NO. 9 | OF 11

PLOTTED: May 23, 2023 – 3:44pm



S BEULAH BLVD & J.W. POWELL BLVD

NOTE
OFFSITE IMPROVEMENTS ARE DRAWN PER THE RECOMMENDATIONS STATED IN THE "NORTHERN ARIZONA HEALTHCARE CAMPUS, TRAFFIC IMPACT ANALYSIS, CONFINED SCOPE 2027 STUDY YEAR" PREPARED MARCH 2023

SCALE 1" : 40'
0 20 40

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

OFFSITE IMPROVEMENT PLAN (1)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.ardurra.com

Shephard Wesnitzer, Inc.
An ARDURRA Company

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

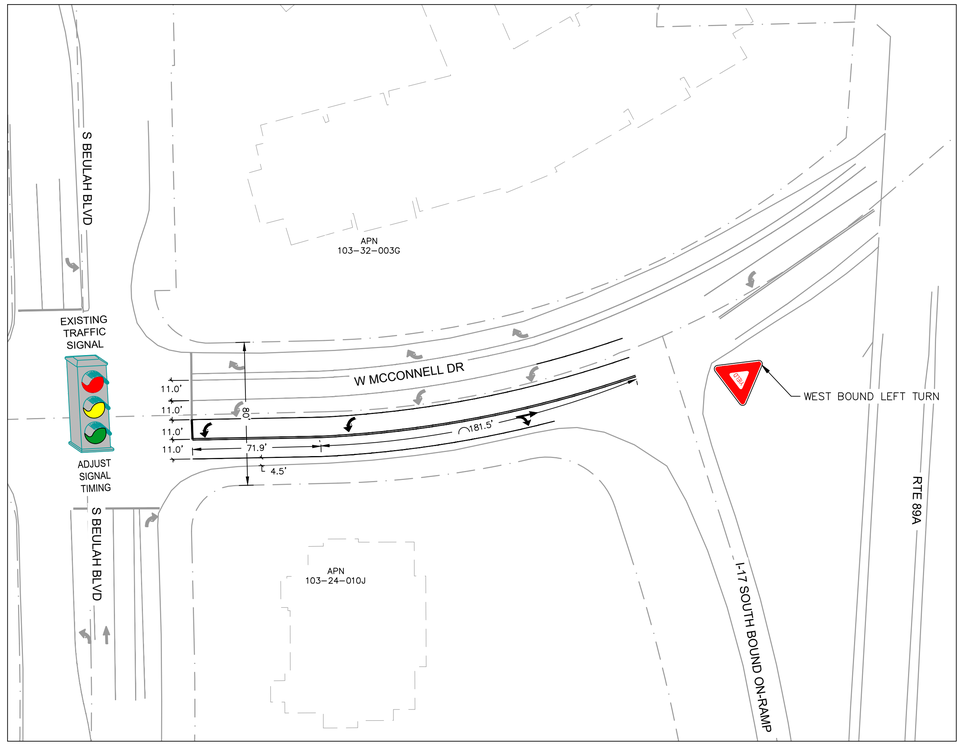
DRAWING NO.
OFF01

SHT NO.	OF
10	11

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – OFFSITE IMPROVEMENT PLAN (1).DWG JERIKSSON

PLOTTED: May 23, 2023 – 3:44pm

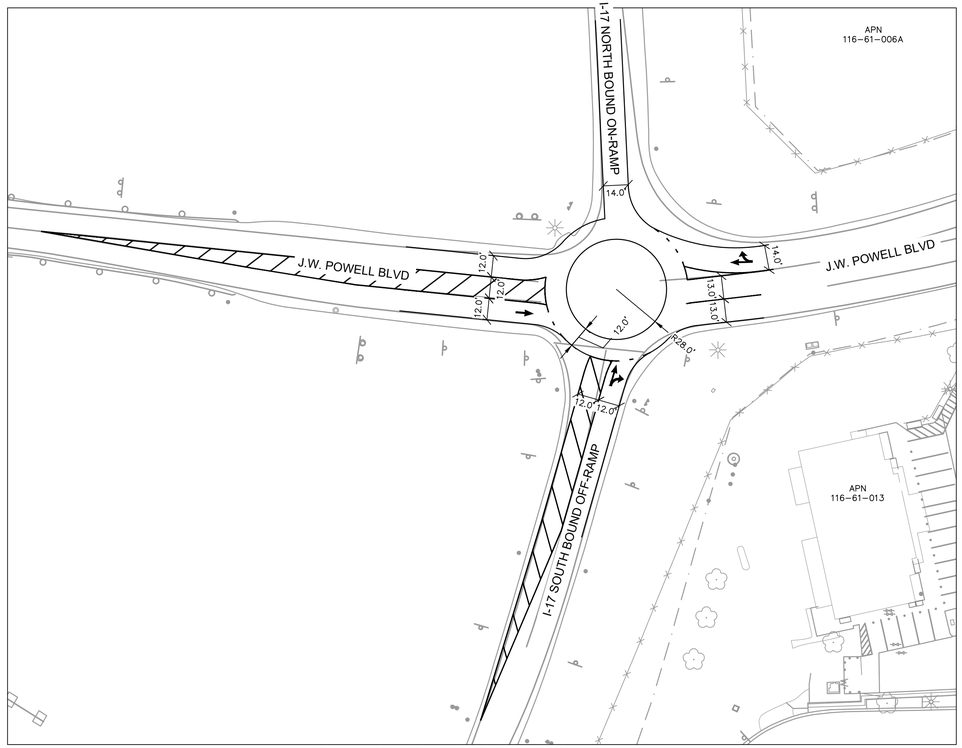
NOTE
OFFSITE IMPROVEMENTS ARE DRAWN PER THE RECOMMENDATIONS STATED IN THE "NORTHERN ARIZONA HEALTHCARE CAMPUS, TRAFFIC IMPACT ANALYSIS, CONFINED SCOPE 2027 STUDY YEAR" PREPARED MARCH 2023



S BEULAH BLVD & W MCCONNELL DR, MCCONNELL DR. & I-17 SOUTH BOUND ON-RAMP



S BEULAH BLVD & S WOODLANDS VILLAGE BLVD



ND I-17 ON-RAMP & J.W. POWELL BLVD

SCALE 1" : 40'
0 20 40

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

C.O.F. Project # PZ-21-00126

FLAGSTAFF
ARIZONA

NAH HEALTH VILLAGE

OFFSITE IMPROVEMENT PLAN (2)

JOB NO:	21045
DATE:	MAY 23
SCALE:	AS SHOWN
DRAWN:	JEE
DESIGN:	CNP
CHECKED:	GEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.ardurra.com

SWI
Shephard Wesnitzer, Inc.
An ARDURRA Company

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Contact Arizona 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com

DRAWING NO.
OFF02

SHT NO. 11 OF 11

FILE: P:\2021\21045\DRAWINGS\PLATS\PRELIMINARY BLOCK PLAT\21045 – OFFSITE IMPROVEMENT PLAN (2).DWG JERKSSON

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Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

December 13, 2022 **Job #21045**

PROJECT: NAH Health Village - Preliminary Block Plat

UTILITY CONFLICT LETTER

TO: Altice USA

Sanford Yazzie
1601 S Plaza Way
Flagstaff, AZ 86001

FROM: Shephard-Wesnitzer Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff subdivision development process, we have enclosed the Preliminary Block Plat for the NAH Health Village Project prepared by Shephard-Wesnitzer, Inc. The site is located west of State Route 89A/Beulah Boulevard and Interstate 17 and north of Fort Tuthill County Park.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing Altice USA utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

_____ APPROVED WITHOUT COMMENT

X APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

Altice has existing facilities in the area the work is going to take place. That will require to be relocated from the existing pole line over to new ROW area. Currently talking with developer's contractor about this issue.

SIGNED: Sanford Yazzie **TITLE:** Supervisor Operations Construction

AGENCY: Altice USA **DATE:** 12-13-2022

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

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December 13, 2022 **Job #21045**

PROJECT: NAH Health Village - Preliminary Block Plat

UTILITY CONFLICT LETTER

TO: APS

Chad Brooks
2200 E. Huntington
Flagstaff, AZ 86004

FROM: Shephard-Wesnitzer Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff subdivision development process, we have enclosed the Preliminary Block Plat for the NAH Health Village Project prepared by Shephard-Wesnitzer, Inc. The site is located west of State Route 89A/Beulah Boulevard and Interstate 17 and north of Fort Tuthill County Park.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing APS utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

_____ APPROVED WITHOUT COMMENT

X APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

Please see attached

SIGNED: Chad Brooks **TITLE:** CPR

AGENCY: APS **DATE:** 1-4-2023

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

A subsidiary of Pinnacle West Capital Corporation

Station 4423
2200 E Huntington DR
Flagstaff, AZ 86004www.aps.com

January 4, 2023,

Re: NAH Health Village – Preliminary Block Plat

Shephard Wesnitzer, Inc.
110 W Dale Ave
Flagstaff, AZ 86001

Dear Cassandra,

Thank you for your recent request for a utility conflict check. Please complete the attached Map Request, and e-mail it to the e-mail address on the form (mapprint@apsc.com). Once APS receives a completed Map Request, you should receive the map or maps by email within 5-7 business days.

The APS maps show facility locations adjacent to or within the property shown on the proposed plans we received from you. Please review these maps for possible conflicts. The utility locations are approximate only and are not reliable for construction purposes. It is important to note that there may be additional conflicts in existence due to recent construction that are not shown on the current maps you receive.

Please be advised that it is the responsibility of the customer to maintain proper clearances and blue stake prior to digging. For actual conditions, please contact the Arizona Blue Stake Center at 602-263-1100.

Also enclosed is APS's General Design Guidelines for Proposed Improvements in APS Transmission ROW Please review this document carefully.

If I can be of further assistance, please do not hesitate to call me at 602-371-5770. Further information is also available on the APS Construction Services at:

www.aps.com/construction

Sincerely,

Chad Brooks

Chad Brooks
Customer Project Representative SR
Flagstaff Construction

Enclosures

Shephard Wesnitzer, Inc.
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110 West Dale Avenue
Flagstaff, AZ 86001

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928.774.8923

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December 13, 2022 **Job #21045**

PROJECT: NAH Health Village - Preliminary Block Plat

UTILITY CONFLICT LETTER

TO: Coconino County Community Development – Environmental Services

Jay Christelman
2500 N. Fort Valley Road, Building 1
Flagstaff, AZ 86001

FROM: Shephard-Wesnitzer Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff subdivision development process, we have enclosed the Preliminary Block Plat for the NAH Health Village Project prepared by Shephard-Wesnitzer, Inc. The site is located west of State Route 89A/Beulah Boulevard and Interstate 17 and north of Fort Tuthill County Park.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing facilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

_____ APPROVED WITHOUT COMMENT

__Y__ APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

This project will be on COF utilities

SIGNED: _____ **TITLE:** CD Director

AGENCY: Coconino **DATE:** 12.15.22

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

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December 13, 2022 **Job #21045**

PROJECT: NAH Health Village - Preliminary Block Plat

UTILITY CONFLICT LETTER

TO: Coconino County Flood Control District

Jaime Brown-Esplain
2500 N. Fort Valley Road
Flagstaff, AZ 86001

FROM: Shephard-Wesnitzer Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff subdivision development process, we have enclosed the Preliminary Block Plat for the NAH Health Village Project prepared by Shephard-Wesnitzer, Inc. The site is located west of State Route 89A/Beulah Boulevard and Interstate 17 and north of Fort Tuthill County Park.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing facilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

_____ APPROVED WITHOUT COMMENT

_____ APPROVED WITH COMMENT, AS FOLLOWS

__X__ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

Work is not proposed in Coconino County Special Flood Hazard Area. Thank you for including the Coconino County Flood Control District and we look forward to providing a courtesy review as this important project moves forward.

SIGNED: _____ **TITLE:** Engineering Supervisor

AGENCY: Coconino County Flood Control District **DATE:** January 3, 2023

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

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Flagstaff, AZ 86001

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928.774.8923

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December 13, 2022 **Job #21045**

PROJECT: NAH Health Village - Preliminary Block Plat

UTILITY CONFLICT LETTER

TO: Flagstaff Unified School District

Justin DiNardi
3285 E. Sparrow Ave
Flagstaff, AZ 86001

FROM: Shephard-Wesnitzer Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff subdivision development process, we have enclosed the Preliminary Block Plat for the NAH Health Village Project prepared by Shephard-Wesnitzer, Inc. The site is located west of State Route 89A/Beulah Boulevard and Interstate 17 and north of Fort Tuthill County Park.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing facilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

_____ APPROVED WITHOUT COMMENT

_____ APPROVED WITH COMMENT, AS FOLLOWS

__X__ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

FUSD maintains a regular Pickup at 89A/Purple Sage - minimal impact on student travel with project work within the corridor

SIGNED: _____ **TITLE:** Director of Operations

AGENCY: FUSD1 **DATE:** 12.14.22

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

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December 13, 2022 **Job #21045**

PROJECT: NAH Health Village - Preliminary Block Plat

UTILITY CONFLICT LETTER

TO: Unisource

Martin Conboy
2901 W Shamrell Blv #110
Flagstaff, AZ 86001

FROM: Shephard-Wesnitzer Inc.

Cassandra Pham: cpham@swiaz.com
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff subdivision development process, we have enclosed the Preliminary Block Plat for the NAH Health Village Project prepared by Shephard-Wesnitzer, Inc. The site is located west of State Route 89A/Beulah Boulevard and Interstate 17 and north of Fort Tuthill County Park.

Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing Unisource Energy Services utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

_____ APPROVED WITHOUT COMMENT

__X__ APPROVED WITH COMMENT, AS FOLLOWS

_____ ACKNOWLEDGED, APPROVAL NOT REQUIRED, COMMENTS AS FOLLOWS

No true comments other than noticing that once a gas route is selected, dedictated easements will need to be created that are not indicated on the proposed block plat.

SIGNED: Martin Conboy **TITLE:** Gas Engineering Supervisor

AGENCY: UNS Gas, Inc. **DATE:** January 4, 2023

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: cpham@swiaz.com

City of Flagstaff

Engineering Section

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

Engineering Standards Modification Request Form

Project Name: NAH Health Village

COF Project Number: PZ-21-00126

Standard Specification/Standard Detail:
13-10-004-0001 Dead End Streets

Modification Requested: The proposed Woody Mountain Road and Purple Sage Trail are dead-end streets longer than 1,200 feet and have paved temporary turn-arounds proposed at the boundary of the platted subdivision. Per the Preliminary Plat Engineering 1st Substantive Comment No. 2, dated 01/13/2023, the Preliminary Plat shows rural cul-de-sacs per City of Flagstaff Engineering Standard Detail 10-04-011. The cul-de-sacs include a max 5% grade, shoulder, and right-of-way dedication in accordance with the City's detail.

We are requesting a variance from this code requirement to not construct the edge treatment to match the adjacent street, including curb, gutter, and sidewalk, for the temporary turn-arounds at Woody Mountain Rd and Purple Sage Trl.

Reason for Modification: The cul-de-sacs are temporary until the future Purple Sage Trail and Woody Mountain Road intersection is constructed offsite of the Northern Arizona Healthcare (NAH) property. Any edge improvements constructed now will be "throw away" improvements and will be removed and disposed of.

The primary reason for providing the turn-arounds is for fire access. The existing Purple Sage Trail will continue through the cul-de-sac to allow thru traffic using the existing FR 532 and adjacent offsite streets to enter the NAH property. Constructing the cul-de-sac per the City's Rural Cul-de-sac detail will provide a transition from the paved roadway with curb and gutter to the rural dirt road without curb and gutter. There is a proposed driveway south of this cul-de-sac for delivery trucks and hospital staff to access the hospital's loading dock where public access is prohibited. Woody Mountain Trail will include barricades at the dead end to prohibit public traffic from entering.

Comments:

Approval/Denial

Transportation Engineering PM:		☒ **Approved**	☐ **Denied**	**Date:** 5-24-23
Dev Engineeering PM:		☒ **Approved**	☐ **Denied**	**Date:** 5-24-23
City Engineer:		☒ **Approved**	☐ **Denied**	**Date:** 5/24/23

City of Flagstaff

Engineering Section

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

Engineering Standards Modification Request Form

Project Name: NAH Health Village

COF Project Number: PZ-21-00126-05

Standard Specification/Standard Detail:

Engineering Standard Section 13-10-010 Driveways

Modification Requested: Healthcare Blvd and Beulah Blvd are classified as minor arterial roadways with a minimum driveway spacing of 150 ft. Purple Sage Trail and Wellness Loop are classified as major collector roadways with the same minimum driveway spacing. Applicant is requesting to reduce the spacing between driveways to allow more property access on Healthcare Blvd and Purple Sage Trail.

Reason for Modification: Due to the volume of anticipated employees during shift change, as well as the need for providing medical services.

Comments: Applicant did not provide specific spacing between driveways, and we need more information on that.

Approval/Denial

Transportation Engineering PM:	☒ **Approved**	☐ **Denied**	**Date:** 5-24-23
Dev Engineeering PM:	☒ **Approved**	☐ **Denied**	**Date** 5-24-23
City Engineer:	☒ **Approved**	☐ **Denied**	**Date:** 5/24/23

City of Flagstaff **Engineering Section**
211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

Engineering Standards Modification Request Form

Project Name: NAH Health Village

COF Project Number: PZ-21-00126-05

Standard Specification/Standard Detail:

Engineering Standard Table 13-10-011-01 Functional Classification/Design Criteria

Modification Requested: Applicant is requesting that driveway entrances be designed as intersections with 25' to 30' curb return radii as seen at their driveway entrance on Beaver St.

Reason for Modification: Due to observed damage to the curb from traffic entering or exiting out of driveways designed according to MAG Standard Detail 250-2. Observations of the entrances with larger curb returns do not show any damage and they would like to prevent maintenance issues to roadway as well as vehicles at the new location.

Comments:

Approval/Denial

Transportation Engineering PM:		☒ **Approved**	☐ **Denied**	**Date:** 5-24-23
Dev Engineeering PM:		☒ **Approved**	☐ **Denied**	**Date:** 5-24-23
City Engineer:		☒ **Approved**	☐ **Denied**	**Date:** 5/24/23

City of Flagstaff

Engineering Section

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

Engineering Standards Modification Request Form

Project Name: NAH Health Village

COF Project Number: PZ-21-00126

Standard Specification/Standard Detail:
13-10-006-0001.H

Modification Requested: Increase the grade approaching intersections along Beulah Blvd from 2% to 3%.

Reason for Modification: This would reduce the cut requirement at the intersection of Beulah Blvd and Woody Mountain Rd, and reduce the fill requirement at Beulah Blvd and the hospital driveway. In order to achieve the required 2% intersection grade for a minimum of 300 feet, the cut and fill would increase to approximately 9 feet.

The design team evaluated options to meet the required intersection grade but this would result in drastic earthwork to achieve. One of the critical constraints to the design is the accommodation of the future Interstate 17 underpass at Beulah Blvd and Purple Sage Trl. The road design could not match the existing low point on Beulah and achieve a low enough grade at Purple Sage Trl for the underpass. The proposed low point was shifted outside of the intersection to avoid ponding water at an intersection and as far north towards the existing low point as possible. The location of the low point plays a role in determining how much earthwork is needed at the different intersection grade designs.

Comments: Although the grade is steeper, calculated stopping and accelerating distances on grades of 3% or less differ little from the corresponding distances on a level road per AASHTO Section 9.4.3. Using AASHTO Table 3-2, the design stopping distance at 45 mph and 3% is 378 feet, compared to the standard 360 feet which ignores impact of road grade in Table 3-1.

According to AASHTO Section 3.4.2., "operation on a 3% upgrade has only a slight effect on passenger car speeds compared to operations on level terrain", which should have little effect on the end user. Beulah Boulevard is considered a designated truck route that includes other parts along the route with intersections in the 3% grade range. According to AASHTO Figure 3-24, a typical heavy truck will be able to maintain the posted 40 mph speed limit with the 3% design on Beulah Boulevard. This design modification meets the general intent of the standards.

Approval/Denial

Transportation Engineering PM:		☒ **Approved**	☐ **Denied**	**Date:** 5-24-23
Dev Engineeering PM:		☒ **Approved**	☐ **Denied**	**Date:** 5-24-23
City Engineer:		☒ **Approved**	☐ **Denied**	**Date:** 5/24/23

12. L.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Ordinance No. 2023-19: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Chapter 1-18, Administrative Departments, to rename the City Clerk Division to the Communication and Civic Engagement Division

STAFF RECOMMENDED ACTION:

At the June 20, 2023 Council Meeting:

1) Read Ordinance No. 2023-19 by title only for the first time
2) City Clerk reads Ordinance No. 2023-19 by title only (if approved above)

At the July 3, 2023 Council Meeting:

3) Read Ordinance No. 2023-19 by title only for the final time
4) City Clerk reads Ordinance No. 2023-19 by title only (if approved above)
5) Adopt Ordinance No. 2023-19

Executive Summary:

In accordance with City Charter Article IV, Section 1(a), the Council, by ordinance not inconsistent with the City Charter, shall provide for the organization, conduct, and operation of the several offices and departments of the City as established by the Charter, for the creation of additional departments, divisions, offices, and agencies, and for their consolidation, alteration, or abolition.

Last year, the City Manager combined the Public Affairs Section and the City Clerk Section to create the City Clerk Division. There is a desire to rename the Division to a name that encompasses the entirety of operations and functions within the Division. The core purpose of the Division is engagement with the community. We communicate heavily through all forms of media and facilitate citizen communication with their elected officials. We build relationships with our indigenous neighbors and students, conduct elections, preserve the City's history, ensure transparency in government operations, and ensure compliance with the community's desired labor standards. In its entirety, we provide communication to the community and encourage citizens to engage and participate with their government. We feel that the name Communication and Civic Engagement is a good representation of our function as a Division.

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance
Inclusive and Engaged Community

Has There Been Previous Council Decision on This:

None

Attachments: Ord. 2023-19

ORDINANCE NO. 2023-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-18, ADMINISTRATIVE DEPARTMENTS, TO RENAME THE CITY CLERK DIVISION TO THE COMMUNICATION AND CIVIC ENGAGEMENT DIVISION; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve alterations of City Divisions pursuant to the Flagstaff City Charter, Article IV, Section 1(a); and

WHEREAS, on June 21, 2022 City Council approved the combining of the Public Affairs Section and the City Clerk Section to create the City Clerk Division; and

WHEREAS, the City Clerk Division desires to rename the Division as the Communication and Civic Engagement Division.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. Amend City Code 1-18-001-0001

Flagstaff City Code Section 1-18-001-0001, Departments and Divisions Organized, is hereby amended as follows:

1-18-001-0001 DEPARTMENTS AND DIVISIONS ORGANIZED

DEPARTMENT HEADS: There will be two (2) departments and thirteen (13) divisions in the City government and the respective department heads shall be deputy city managers who report directly to the City Manager.

The thirteen (13) divisions shall be:

A. FIRE, headed by the Fire Chief.

B. POLICE, headed by the Police Chief.

C. PUBLIC WORKS, headed by the Public Works Director.

D. MANAGEMENT SERVICES, headed by the Management Services Director.

E. WATER SERVICES, headed by the Water Services Director.

F. COMMUNITY DEVELOPMENT, headed by the Community Development Director.

G. ECONOMIC VITALITY, headed by the Economic Vitality Director.

H. INFORMATION TECHNOLOGY, headed by the Information Technology Director.

I. HUMAN RESOURCES/RISK MANAGEMENT, headed by the Human Resources/Risk Management Director.

J. CITY ENGINEERING, headed by the City Engineer.

K. PARKS, RECREATION, OPEN SPACE, AND EVENTS, headed by the Parks, Recreation, Open Space, and Events Director.

L. ~~CITY CLERK~~ COMMUNICATION AND CIVIC ENGAGEMENT, headed by the City Clerk.

M. SUSTAINABILITY, headed by the Sustainability Director.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of July 2023.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

12. M.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Ordinance No. 2023-18: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 1 Administrative, Chapter 1-16, City Elections, to provide for the manner of conducting elections for initiative and referendum measures, providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the June 20, 2023 Council Meeting:

1) Read Ordinance No. 2023-18 by title only for the first time
2) City Clerk reads Ordinance No. 2023-18 by title only (if approved above)

At the July 3, 2023 Council Meeting:

3) Read Ordinance No. 2023-18 by title only for the final time
4) City Clerk reads Ordinance No. 2023-18 by title only (if approved above)
5) Adopt Ordinance No. 2023-18

Executive Summary:

Article IV, Part 1, Section 1 (8) of the Arizona Constitution makes the initiative and referendum process applicable to all incorporated municipalities. An initiative is the process used by voters to propose a new law or amend an existing law and place the issue on the ballot for a public vote. A referendum is the process used by voters to refer to the ballot for a public vote a measure, ordinance, resolution, item, or any part of any measure, ordinance, resolution, or item enacted by the Council.

Initiative and referendum measures can be held at special elections so long as the City Council adopts an ordinance granting that authority. Due to the infrequent nature of initiatives and referendums, a special election has not been needed outside of the regular election schedule. Staff would like to update the City Code to provide Council the ability to call a special election for the purpose of an initiative or referendum.

This ordinance does not obligate the City to hold all initiatives and referendums at special elections, it only provides the ability to do so if desired by Council.

Financial Impact:

None

Policy Impact:

None

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance
Inclusive & Engaged Community

Has There Been Previous Council Decision on This:

None

Attachments: Ord. 2023-18

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 1 ADMINISTRATIVE, CHAPTER 1-16 CITY ELECTIONS, TO PROVIDE FOR THE MANNER OF CONDUCTING ELECTIONS FOR INITIATIVE AND REFERENDUM MEASURES; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Article IV, Part 1, Section 1 (8) of the Arizona Constitution makes the initiative and referendum process applicable to all incorporated municipalities; and

WHEREAS, an initiative is the process used by voters to propose a new law or amend an existing law and place the issue on the ballot for a public vote; and

WHEREAS, a referendum is the process used by voters to refer to the ballot for a public vote a measure, ordinance, resolution, item, or any part of any measure, ordinance, resolution, or item enacted by the Council; and

WHEREAS, the City desires to have the ability to conduct special elections for the purpose of initiatives or referendums.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Flagstaff City Code Title 1, Administrative, Section 1-16 City Elections, is hereby amended as follows:

1-16-001-0005 INITIATIVE AND REFERENDUM:

THERE IS RESERVED TO THE QUALIFIED ELECTORS OF THE CITY/TOWN THE POWER OF THE INITIATIVE AND THE REFERENDUM AS PRESCRIBED BY ARTICLE IV, PART 1, SECTION 1 OF THE ARIZONA CONSTITUTION. ANY INITIATIVE OR REFERENDUM MATTER MAY BE VOTED ON AT THE NEXT ENSUING PRIMARY OR GENERAL ELECTION, OR AT A SPECIAL ELECTION CALLED BY THE COUNCIL FOR SUCH PURPOSE.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of July, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE:

Consideration and Adoption of Resolution No. 2023-39: A resolution of the Flagstaff City Council ordering and calling a Special Election of the City for November 7, 2023, to submit questions to the qualified electors of Flagstaff with respect to amendments to the Flagstaff City Charter and a potential question proposed by referendum related to Ordinance No. 2023-11

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2023-39 by title only
2) City Clerk reads Resolution No. 2023-39 by title only (if approved above)
3) Adopt Resolution No. 2023-39

Executive Summary:

The City Council gave direction at the May 9, 2023 Work Session to advance 20 City Charter amendments to the voters in November 2023. Many of the amendments are administrative or technical and seek to update the Charter to align with current practices and changes in state law and remove antiquated provisions that are no longer relevant.

Staff has worked to verify and refine the ballot language for each amendment. During the verification process, one question was eliminated which leaves a total of 19 amendments for voters to consider.

In addition to the Charter amendments, a referendum is currently being circulated with regards to Ordinance No. 2023-11. The filing period for the referendum ends on July 6, 2023. We will not know if the referendum will qualify for placement on the ballot within a timeframe sufficient to provide proper notice and solicitation for pro/con statements from the public. As such, we are including the referendum in this resolution, contingent upon the qualification of signatures. If the referendum is timely with a sufficient number of qualifying signatures, this resolution will allow us to publish a call for pro/con statements within the requirements of state statute and provide an opportunity for the public to submit such statements/arguments for inclusion in the publicity pamphlet.

In the event the petition for referendum is unsuccessful due to lack of timelines, lack of qualifying signatures or otherwise, the City Charter amendments alone will proceed to the ballot but the potential referendum question will not. Accordingly, all pro/con arguments from the public will be accepted for both the City Charter amendments and the potential referendum, with the understanding that the referendum question may not eventually be placed on the November 7, 2023, ballot, in which event, the pro/con arguments regarding the referendum also would not be placed in the publicity pamphlet.

Financial Impact:

The financial impacts include costs associated with the contract with Coconino County Elections to conduct the election as well as costs associated with the development, printing, and distribution of the publicity pamphlet. These costs have been budgeted in account number 001-01-017-0016-1-4290.

Policy Impact:

N/A

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

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance
Inclusive & Engaged Community

Has There Been Previous Council Decision on This:

Council directed the City Clerk to form an Internal Charter Review Committee to evaluate potential Charter amendments and provide a recommendation to Council.

May 9, 2023 - Staff presented the recommendations of the Committee and Council gave direction to advance Charter Amendment questions to the voters at the November 7, 2023 election.

Attachments:

Res. 2023-39
Res. 2023-39 - Exhibits
Full Text of the Ballot
Referendum 01-2023

RESOLUTION NO. 2023-39

RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ORDERING AND CALLING A SPECIAL ELECTION OF THE CITY FOR NOVEMBER 7, 2023, TO SUBMIT QUESTIONS TO THE QUALIFIED ELECTORS OF FLAGSTAFF WITH RESPECT TO AMENDMENTS TO THE FLAGSTAFF CITY CHARTER AND A POTENTIAL QUESTION PROPOSED BY REFERENDUM RELATED TO ORDINANCE NO. 2023-11

RECITALS:

WHEREAS, at the direction of the Flagstaff City Council, the City Clerk appointed members to an Internal Charter Review Committee to review potential amendments to the Flagstaff City Charter; and

WHEREAS, after recommendation by the Committee, the City Council agreed to order the submission of questions to the voters; and

WHEREAS, a referendum concerning Ordinance No. 2023-11 is currently being circulated and have until July 6, 2023, in which to file said petitions; and

WHEREAS, from the time said petitions are filed with the City Clerk's Office a maximum of 38 days (not including Saturday, Sunday or legal holidays) is available for the City Clerk's Office and County Recorder's Office to perform their duties as required by Arizona Revised Statutes, to determine the sufficiency of valid signatures for inclusion on the November 7, 2023, ballot; and

WHEREAS, sufficiency of said numbers will not be available at the time of publishing a notice inviting arguments for or against proposed questions, in order to meet timing requirements of the Arizona Revised Statutes; therefore, arguments will be accepted for the referendum question outlined in Exhibit A, attached hereto and made a part hereof, with the understanding that the question may eventually not be placed on the November 7, 2023, ballot.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA AS FOLLOWS:

SECTION 1. That the City Council hereby orders and calls a Special Mail-Ballot Election (the "Election") to be held on November 7, 2023, for the purpose of submitting to the qualified electors of the City the questions substantially in the form set forth in Exhibit "A" attached hereto (together, the "Official Ballot").

SECTION 2. That

(A) notice of the Election shall be given by mailing an Informational Pamphlet to each household that contains a registered voter within the City not less than thirty-five (35) days before the date of the Election.

(B) the City Clerk is hereby authorized and directed to cause the Informational Pamphlet to be prepared and so mailed according to law and the provisions of this resolution under the circumstances described herein.

SECTION 6. That the Official Ballot shall be in substantially the form attached hereto as Exhibit "A."

SECTION 4. That the City Clerk is hereby authorized to request arguments for and against the appropriate subject matter of the Election for inclusion in the Informational Pamphlet by providing the notice in substantially the form attached hereto as marked Exhibit "B" (hereinafter referred to as the "Notice for Arguments") by posting the Notice of Arguments at all places at which notices of meetings of the City Council are posted and publishing the Notice of Arguments in the *Arizona Daily Sun*. The deadline to submit arguments shall be 5:00 p.m. MST on August 9, 2023.

SECTION 5. That the election shall be a Mail Ballot Election unless a polling place election is required for another ballot issue.

SECTION 6. That the City Clerk is hereby authorized and directed to coordinate with Coconino County, Arizona (the “County”) to have printed and, if appropriate, delivered to the election officers at said polling places, to be by them furnished to the qualified electors of the City offering to vote at the Election, the appropriate version of the Official Ballot.

SECTION 7. That

(A) the Election shall be held, conducted, and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.

(B) early voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.

(C) the City Clerk is authorized and directed, if necessary, to enter into a contract with the County Recorder of the County, to obtain precinct registers for the Election and, if necessary, to enter into an agreement with the Elections Department of the County to conduct the Election for the City.

(D) all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City.

(E) the City Clerk is hereby further authorized to take all other necessary action to facilitate the Election.

SECTION 8. That

(A) the Election shall be canvassed, and the results thereof certified by the City Council within twenty (20) days of the Election, as provided by law.

(B) the City Council shall file and record in the office of the County Recorder of the County a certificate disclosing with respect to the Election the purpose of the Election, the total

number of votes cast and the total number of votes for and against creating the indebtedness and stating whether or not the indebtedness is ordered in each case.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of June, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A – Official Ballot
B – Notice for Arguments

EXHIBIT A

OFFICIAL BALLOT

PROPOSITION NO. 461

OFFICIAL TITLE: AMENDMENT TO ARTICLE IX, SECTION 4, *NOMINATION FOR PRIMARY ELECTION*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to change the deadline for submission of candidate petitions to be consistent with state law and allow the Council to modify the minimum required signatures for City Council candidates as permitted by state law.

A **YES** vote shall have the effect of amending Article IX, Section 4, of the Charter to change the deadline for submission of candidate petitions to be consistent with state law and allow the Council to modify the minimum required signatures for City Council candidates as permitted by state law.	**YES** ☐
A **NO** vote shall have the effect of not amending Article IX, Section 4, of the Charter to change the deadline for submission of candidate petitions to be consistent with state law and allow the Council to modify the minimum required signatures for City Council candidates as permitted by state law.	**NO** ☐

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PROPOSITION NO. 462

OFFICIAL TITLE: AMENDMENT TO ARTICLE VII, SECTION 2, *PURCHASES, ~~**AND**~~ CONTRACTS, **AND** ~~**FOR**~~ CITY IMPROVEMENTS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to increase the threshold dollar amount requiring formal solicitation from $50,000 to $100,000 and to update procurement language to reflect best practices.

A **YES** vote shall have the effect of amending Article VII, Section 2, of the Charter to increase the threshold dollar amount requiring formal solicitation from $50,000 to $100,000 and to update procurement language to reflect best practices.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VII, Section 2, of the Charter to increase the threshold dollar amount requiring formal solicitation from $50,000 to $100,000 and to update procurement language to reflect best practices.	**NO** ☐

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PROPOSITION NO. 463

OFFICIAL TITLE: AMENDMENT TO ARTICLE IV, SECTION 1, *ADMINISTRATIVE DEPARTMENTS AND OFFICES*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment removing the requirement that heads of departments, the city clerk, the city treasurer, and city attorney reside within the limits of the City of Flagstaff.

A **YES** vote shall have the effect of amending Article IV, Section 1, of the Charter to remove the requirement that heads of departments, the city clerk, the city treasurer, and city attorney reside within the limits of the City of Flagstaff.	**YES** ☐
A **NO** vote shall have the effect of not amending Article IV, Section 1, of the Charter to remove the requirement that heads of departments, the city clerk, the city treasurer, and city attorney reside within the limits of the City of Flagstaff.	**NO** ☐

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PROPOSITION NO. 464

OFFICIAL TITLE: AMENDMENT TO ARTICLE VIII, SECTION 3, ~~***BIDS***~~ *PROCUREMENT*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to update the language to reflect best practices for the variety of procurement methods that exist.

A **YES** vote shall have the effect of amending Article VIII, Section 3, of the Charter to update the language to reflect best practices for the variety of procurement methods that exist.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VIII, Section 3, of the Charter to update the language to reflect best practices for the variety of procurement methods that exist.	**NO** ☐

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PROPOSITION NO. 465

OFFICIAL TITLE: AMENDMENT TO ARTICLE VIII, SECTION 9, *LEASES **AND SALE** OF CITY **REAL** PROPERTIES*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow for the sale of real property for a specific purpose and consolidate related provisions within the Charter.

A **YES** vote shall have the effect of amending Article VIII, Section 9, of the Charter to allow for the sale of real property for a specific purpose and consolidate related provisions within the Charter.	**YES**	☐
A **NO** vote shall have the effect of not amending Article VIII, Section 9, of the Charter to allow for the sale of real property for a specific purpose and consolidate related provisions within the Charter.	**NO**	☐

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PROPOSITION NO. 466

OFFICIAL TITLE: AMENDMENT TO ARTICLE VIII, SECTION 1, *PREPARATION*, SECTION 5, *CONTRACTS FOR OFFICIAL ADVERTISING*, SECTION 6*, FRAUD AND COLLUSION*, AND SECTION 7, *AVOIDANCE OF CONTRACTS MADE THROUGH FRAUD AND COLLUSION*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to update language in Sections 1, 5, 6, and 7, to be consistent and inclusive of all procurement methods.

A **YES** vote shall have the effect of amending Article VIII, Sections 1, 5, 6, and 7, of the Charter to update language to be consistent and inclusive of all procurement methods.	**YES**	☐
A **NO** vote shall have the effect of not amending Article VIII, Sections 1, 5, 6, and 7, of the Charter to update language to be consistent and inclusive of all procurement methods.	**NO**	☐

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PROPOSITION NO. 467

OFFICIAL TITLE: AMENDMENT TO ARTICLE IV, SECTION 5, *PERSONNEL RULES AND REGULATIONS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow the City Manager, rather than the Council, to establish personnel rules and regulations.

A **YES** vote shall have the effect of amending Article IV, Section 5, of the Charter to allow the City Manager, rather than the Council, to establish personnel rules and regulations.	**YES**	☐
A **NO** vote shall have the effect of not amending Article IV, Section 5, of the Charter to allow the City Manager, rather than the Council, to establish personnel rules and regulations.	**NO**	☐

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PROPOSITION NO. 468

OFFICIAL TITLE: AMENDMENT TO ARTICLE VII, SECTION 5, *WHEN ACTIONS ARE TO BE TAKEN BY ORDINANCE*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to clarify that an ordinance is only needed for property exchanges in fee simple and an is not required to borrow money.

A **YES** vote shall have the effect of amending Article VII, Section 5, of the Charter to clarify that an ordinance is only needed for property exchanges in fee simple and an ordinance is not required to borrow money.	**YES**	☐
A **NO** vote shall have the effect of not amending Article VII, Section 5, of the Charter to clarify that an ordinance is only needed for property exchanges in fee simple and an ordinance is not required to borrow money.	**NO**	☐

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PROPOSITION NO. 469

OFFICIAL TITLE: AMENDMENT TO ARTICLE V, SECTION 1, *APPOINTIVE BOARDS AND COMMISSIONS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow non-city residents to serve on Boards and Commissions.

A **YES** vote shall have the effect of amending Article V, Section 1, of the Charter to allow non-city residents to serve on Boards and Commissions.	**YES**	☐
A **NO** vote shall have the effect of not amending Article V, Section 1, of the Charter to allow non-city residents to serve on Boards and Commissions.	**NO**	☐

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PROPOSITION NO. 470

OFFICIAL TITLE: AMENDMENT TO ARTICLE XVI, AMENDMENT NO. 2 – *VOTE REQUIRED FOR CERTAIN TYPES OF FACILITIES COSTING IN EXCESS OF ONE MILLION DOLLARS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to eliminate Article XVI, Amendment No. 2 of the Charter.

A **YES** vote shall have the effect of amending Article XVI, Amendment No. 2, of the Charter to eliminate this section of the Charter.	**YES**	☐
A **NO** vote shall have the effect of not amending Article XVI, Amendment No. 2, of the Charter to eliminate this section of the Charter.	**NO**	☐

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PROPOSITION NO. 471

OFFICIAL TITLE: AMENDMENT TO ARTICLE XVI, AMENDMENT NO. 1 – *VOTE REQUIRED FOR CERTAIN TYPES OF BOND ISSUES*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to eliminate Article XVI, Amendment No. 1 of the Charter.

A **YES** vote shall have the effect of amending Article XVI, Amendment No. 1, of the Charter to eliminate this section of the Charter.	**YES**	☐
A **NO** vote shall have the effect of not amending Article XVI, Amendment No. 1, of the Charter to eliminate this section of the Charter.	**NO**	☐

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PROPOSITION NO. 472

OFFICIAL TITLE: AMENDMENT TO ARTICLE XII, SECTION 1 – *ELECTIONS FOR APPROVAL OF FRANCHISES*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to change the time period required to call a franchise election to be consistent with state law.

A **YES** vote shall have the effect of amending Article XII, Section 1, of the Charter to change the time period required to call a franchise election to be consistent with state law.	**YES**	☐
A **NO** vote shall have the effect of not amending Article XII, Section 1, of the Charter to change the time period required to call a franchise election to be consistent with state law.	**NO**	☐

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PROPOSITION NO. 473

OFFICIAL TITLE: AMENDMENT TO ARTICLE VII, SECTION 6 – *READING AND PASSAGE OF ORDINANCES AND RESOLUTIONS: EFFECTIVE DATE*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow three-fourths of all members elected or appointed to the Council to read an ordinance for the final time at the same meeting as the first reading.

A **YES** vote shall have the effect of amending Article VII, Section 6, of the Charter to allow three-fourths of all members elected or appointed to the Council to read an ordinance for the final time at the same meeting as the first reading.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VII, Section 6, of the Charter to allow three-fourths of all members elected or appointed to the Council to read an ordinance for the final time at the same meeting as the first reading.	**NO** ☐

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PROPOSITION NO. 474

OFFICIAL TITLE: AMENDMENT TO ARTICLE VI, SECTION 1 – *FISCAL*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow the Council to self-administer the adopted tax code.

A **YES** vote shall have the effect of amending Article VI, Section 1, of the Charter to allow the Council to self-administer the adopted tax code.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VI, Section 1, of the Charter to allow the Council to self-administer the adopted tax code.	**NO** ☐

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PROPOSITION NO. 475

OFFICIAL TITLE: AMENDMENT TO ARTICLE VIII, SECTION 10 – *SALE OF CITY* ***PERSONAL*** *PROPERTY*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to specify the sale of the City's personal property, increase the threshold dollar amount for sale or disposal of personal property from $500 to $1,000, update the language to reflect best practices, and consolidate all provisions related to personal property into one section of the Charter.

A **YES** vote shall have the effect of amending Article VIII, Section 10, of the Charter to specify the sale of the City's personal property, increase the threshold dollar amount for sale or disposal of personal property from $500 to $1,000, update the language to reflect best practices, and consolidate all provisions related to personal property into one section of the Charter.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VIII, Section 10, of the Charter to specify the sale of the City's personal property, increase the threshold dollar amount for sale or disposal of personal property from $500 to $1,000, update the language to reflect best practices, and consolidate all provisions related to personal property into one section of the Charter.	**NO** ☐

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PROPOSITION NO. 476

OFFICIAL TITLE: AMENDMENT TO ARTICLE VII, SECTION 13 – *PROCEDURE FOR ADOPTION BY REFERENCE* AND SECTION 15 – *CODIFICATION OF ORDINANCES*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to change the number of required physical copies to be consistent with state law.

A **YES** vote shall have the effect of amending Article VII, Sections 13 and 15, of the Charter to change the number of required physical copies to be consistent with state law.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VII, Sections 13 and 15, of the Charter to change the number of required physical copies to be consistent with state law.	**NO** ☐

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PROPOSITION NO. 477

OFFICIAL TITLE: AMENDMENT TO ARTICLE VI, SECTION 4 – *CASH BASIS FUND SET UP; TRANSFER OF SUMS FROM CASH BASIS FUND TO OTHER FUNDS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to eliminate Article VI, Section 4 of the Charter.

A **YES** vote shall have the effect of amending Article VI, Section 4, of the Charter to eliminate this section of the Charter.	**YES**	☐
A **NO** vote shall have the effect of not amending Article VI, Section 4, of the Charter to eliminate this section of the Charter.	**NO**	☐

******

PROPOSITION NO. 478

OFFICIAL TITLE: AMENDMENT TO ARTICLE XI, *MUNICIPAL ~~**POLICE**~~ COURT*, SECTION 1 – *STATE LAWS CONTROL*, SECTION 2 – *MAGISTRATE(S) ~~**POLICE JUDGE(S)**~~, APPOINTMENT, TERM,* AND SECTION 3 – *SERVICE OF PROCESS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to update court language to reflect current terminology.

A **YES** vote shall have the effect of amending Article XI, Header, and Sections 1, 2, and 3, of the Charter to update court language to reflect current terminology.	**YES**	☐
A **NO** vote shall have the effect of not amending Article XI, Header, and Sections 1, 2, and 3, of the Charter to update court language to reflect current terminology.	**NO**	☐

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PROPOSITION NO. 479

OFFICIAL TITLE: AMENDMENT TO ARTICLE II, SECTION 16 – *FAILURE TO VOTE*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow a member of the Council who has a declared conflict of interest be excused from voting.

A **YES** vote shall have the effect of amending Article II, Section 16, of the Charter to allow a member of the Council who has a declared conflict of interest be excused from voting.	**YES**	☐
A **NO** vote shall have the effect of not amending Article II, Section 16, of the Charter to allow a member of the Council who has a declared conflict of interest be excused from voting.	**NO**	☐

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PROPOSITION NO. 480

OFFICIAL TITLE: A Measure Referred to the People by Referendum No. 01-2023 Relating to Ordinance No. 2023-11: An Ordinance of the City Council of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adding the Resource Protection Overlay to APN 112-10-036, 112-10-037, and 112-05-125 generally located at 1120 W Purple Sage Trail.

DESCRIPTIVE TITLE: Consideration of Ordinance 2023-11 amending the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adding the Resource Protection Overlay to APN 112-10-036, 112-10-037, and 112-05-125 generally located at 1120 W Purple Sage Trail.

A **YES** vote shall have the effect of approving Ordinance No. 2023-11 amending the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adding the Resource Protection Overlay to APN 112-10-036, 112-10-037, and 112-05-125 generally located at 1120 W Purple Sage Trail.	**YES**	☐
A **NO** vote shall have the effect of not approving Ordinance No. 2023-11 amending the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adding the Resource Protection Overlay to APN 112-10-036, 112-10-037, and 112-05-125 generally located at 1120 W Purple Sage Trail.	**NO**	☐

EXHIBIT B

FORM OF NOTICE FOR ARGUMENTS

REQUEST FOR ARGUMENTS FOR AND AGAINST ISSUES TO BE PLACED ON THE BALLOT OF THE CITY'S GENERAL/ SPECIAL ELECTION TO BE HELD ON NOVEMBER 7, 2023

Pursuant to Resolution No. 2023-39 adopted by the City Council of the City of Flagstaff, Arizona, (the "City"), on June 20, 2023 (the "Resolution"), a special election in and for the City was ordered and called to be held on November 7, 2023 (the "Election").

Notice of the Election will be given by mailing an informational pamphlet. Such information is to include arguments for and against the proposed amendments to the Flagstaff City Charter and arguments for and against a potential Referendum No. 01-2023 relating to Ordinance No. 2023-11. In the event the referendum is unsuccessful for any reason at any time in qualifying for the ballot, the arguments regarding the referendum will not be included in the publicity pamphlet.

The text of the questions to be considered at the Election is included in the Resolution which is available at the Office of the City Clerk at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and will be available on the City's website at https://www.flagstaff.az.gov/2105/Elections. Any person interested in providing any such argument(s) is hereby requested to provide the same to the City Clerk in electronic format at stacy.saltzburg@flagstaffaz.gov, before 5:00 p.m., MST on Wednesday August 9, 2023.

Each argument filed shall not exceed 300 words and in accordance with Arizona Revised Statutes, must include a sworn statement from the person sponsoring the argument; for organizations submitting arguments the sworn statement must be from two executive officers and for political action committees submitting arguments the sworn statement of the committee's chairman or treasurer must be included. The names of persons and entities submitting written arguments shall be included in the publicity pamphlet. Persons signing the argument must identify themselves by giving their residence address and telephone number, which may not appear in the publicity pamphlet, except that the person's city or town and state of residence shall appear in the pamphlet. Arguments must be submitted in electronic format to the City Clerk's Office at stacy.saltzburg@flagstaffaz.gov. Any argument that is submitted that does not comply with the above requirements may not be included in the pamphlet.

If you have any questions about the foregoing, please contact Stacy Saltzburg, City Clerk, at stacy.saltzburg@flagstaffaz.gov or 928-213-2076.

/s/ Stacy Saltzburg, MMC
.....
City Clerk, City of Flagstaff, Arizona

November 7, 2023, Charter Election
Ballot Language

QUESTION NO. 1 (Prop. 461)

Shall the Charter of the City of Flagstaff, Arizona, Article IX, Section 4, NOMINATION FOR PRIMARY ELECTION, be amended as follows:

Section 4 – NOMINATION FOR PRIMARY ELECTION

(a) Nominations for Primary Elections shall be by petition of nomination, which shall consist of a printed or written form, which shall be furnished to applicants by the City Clerk.

(b) The petition or petitions for nomination, consisting of signatures of qualified voters, aggregating not less than five (5) percent, nor more than ten (10) percent of the number of electors voting at the last preceding municipal General Election, shall be presented to the City Clerk **WITHIN THE TIME PERIOD ESTABLISHED BY ARIZONA STATUTES AS MAY BE AMENDED** ~~**not earlier than one hundred-twenty (120) days, nor later than ninety (90) days before the date set for the Primary Election**~~. **THE CITY COUNCIL MAY PROVIDE BY ORDINANCE THAT THE MINIMUM NUMBER OF SIGNATURES REQUIRED FOR A CANDIDATE BE ONE THOUSAND SIGNATURES OR FIVE PERCENT OF THE VOTE IN THE CITY, WHICHEVER IS LESS, BUT NOT MORE THAN TEN PERCENT OF THE VOTE IN THE CITY.** The City Clerk shall endorse on such petition or petitions the date and the time when the same was received by the City Clerk and shall cause the candidates' names to be printed on the ballot.

FULL TEXT OF BALLOT

QUESTION NO. 1 (Prop. 461)

PROPOSED AMENDMENT RELATING TO: ***NOMINATION REQUIREMENTS FOR PRIMARY ELECTION***

OFFICIAL TITLE: AMENDMENT TO ARTICLE IX, SECTION 4, *NOMINATION FOR PRIMARY ELECTION*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to change the deadline for submission of candidate petitions to be consistent with state law and allow the Council to modify the minimum required signatures for City Council candidates as permitted by state law.

A **YES** vote shall have the effect of amending Article IX, Section 4, of the Charter to change the deadline for submission of candidate petitions to be consistent with state law and allow the Council to modify the minimum required signatures for City Council candidates as permitted by state law.	**YES** ☐
A **NO** vote shall have the effect of not amending Article IX, Section 4, of the Charter to change the deadline for submission of candidate petitions to be consistent with state law and allow the Council to modify the minimum required signatures for City Council candidates as permitted by state law.	**NO** ☐

QUESTION NO. 2 (Prop. 462)

Shall the Charter of the City of Flagstaff, Arizona, Article VII, Section 2, PURCHASES AND CONTRACTS FOR CITY IMPROVEMENT, be amended as follows:

Section 2 – PURCHASES, ~~AND~~ CONTRACTS, *AND* ~~FOR~~ CITY IMPROVEMENTS

(a) The City Manager shall contract for and purchase, or issue purchase authorization for, all supplies, materials, equipment, ~~**and**~~ services**, AND CITY IMPROVEMENTS** for the offices, departments, and agencies of the City.

(b) Any **PURCHASE OR** City improvement costing **ONE HUNDRED THOUSAND DOLLARS ($100,000)** ~~**fifty thousand dollars ($50,000)**~~ or more, ~~**or any purchase costing more than fifty thousand dollars ($50,000),**~~ shall be executed by contract, except where such improvements or purchase is authorized by the Council to be executed directly by a City department, in conformity with detailed plans, specifications, **SCOPE OF WORK,** and estimates approved by the City Manager. Such contracts shall be advertised for **SOLICITATION** ~~**bids**~~, as directed in **THE PROCUREMENT CODE ESTABLISHED BY ORDINANCE OF THE CITY COUNCIL** ~~**Section 3 of this Article. The City Manager, with the approval of the City Council, may enter into a contract with the lowest responsible bidder whose proposal is the most satisfactory.**~~

(c) **ALL CONTRACTS ARE SUBJECT TO LEGAL REVIEW, AT THE CITY ATTORNEY'S DISCRETION.** Any contract or purchase exceeding the sum of **ONE HUNDRED THOUSAND DOLLARS ($100,000)** ~~**fifty thousand dollars ($50,000)**~~ shall require the prior approval of the Council.

~~**(d) Alterations in any contract may be made when authorized by the Council upon the written recommendation of the City Manager.**~~

FULL TEXT OF BALLOT

QUESTION NO. 2 (Prop. 462)

PROPOSED AMENDMENT RELATING TO: ***PURCHASES, CONTRACTS, AND CITY IMPROVEMENTS***

OFFICIAL TITLE: AMENDMENT TO ARTICLE VII, SECTION 2, *PURCHASES, ~~AND~~ CONTRACTS, AND ~~FOR~~ CITY IMPROVEMENTS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to increase the threshold dollar amount requiring formal solicitation from $50,000 to $100,000 and to update procurement language to reflect best practices.

A **YES** vote shall have the effect of amending Article VII, Section 2, of the Charter to increase the threshold dollar amount requiring formal solicitation from $50,000 to $100,000 and to update procurement language to reflect best practices.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VII, Section 2, of the Charter to increase the threshold dollar amount requiring formal solicitation from $50,000 to $100,000 and to update procurement language to reflect best practices.	**NO** ☐

QUESTION NO. 3 (Prop. 463)

Shall the Charter of the City of Flagstaff, Arizona, Article IV, Section 1, ADMINISTRATIVE DEPARTMENTS AND OFFICES, be amended as follows:

Section 1—ADMINISTRATIVE DEPARTMENTS AND OFFICES

(a) The Council, by ordinance not inconsistent with this Charter, shall provide for the organization, conduct, and operation of the several offices and departments of the City as established by this Charter, for the creation of additional departments, divisions, offices, and agencies, and for their consolidation, alteration, or abolition.

(b) The Council, by ordinance not inconsistent with this Charter, may assign additional functions or duties to offices, departments, divisions, or agencies. Where the positions are not incompatible, the Council may combine in one person the powers and duties of two or more offices created or authorized by this Charter.

(c) The Council shall provide for the number, titles, qualifications, powers, duties, and compensation of all appointive officers of the City.

~~**(d) City officials, as designated by this article, and all heads of departments shall be residents of the City during their tenure of office.**~~

TEXT OF BALLOT

QUESTION NO. 3 (Prop. 463)

PROPOSED AMENDMENT RELATING TO: *ADMINISTRATIVE RESIDENCY REQUIREMENTS*

OFFICIAL TITLE: AMENDMENT TO ARTICLE IV, SECTION 1, *ADMINISTRATIVE DEPARTMENTS AND OFFICES*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment removing the requirement that heads of departments, the city clerk, the city treasurer, and city attorney reside within the limits of the City of Flagstaff.

A **YES** vote shall have the effect of amending Article IV, Section 1, of the Charter to remove the requirement that heads of departments, the city clerk, the city treasurer, and city attorney reside within the limits of the City of Flagstaff.	**YES** ☐
A **NO** vote shall have the effect of not amending Article IV, Section 1, of the Charter to remove the requirement that heads of departments, the city clerk, the city treasurer, and city attorney reside within the limits of the City of Flagstaff.	**NO** ☐

QUESTION NO. 4 (Prop. 464)

Shall the Charter for the City of Flagstaff, Arizona, Article VIII, Section 3, BIDS, be amended as follows:

Section 3 – ~~BIDS~~ *PROCUREMENT*

(A) CITY PURCHASES OF SUPPLIES, MATERIALS, EQUIPMENT, SERVICES, AND IMPROVEMENTS SHALL BE MADE PURSUANT TO PROCUREMENT PROCESSES SET FORTH IN THE PROCUREMENT CODE ESTABLISHED BY ORDINANCE OF THE CITY COUNCIL.

(B) The advertisement for **FORMAL SOLICITATIONS FOR PURCHASES ABOVE THE FORMAL THRESHOLD ~~bids~~**, shall distinctly and specifically state the character of the City improvement, purchase or kind of supplies, materials, equipment, and services required. Such notice shall be published at least once in the official newspaper, not less than five (5) days prior to the opening of **THE RESPONSES ~~bids~~**. **THE CITY WILL ADOPT MEASURES TO PROVIDE FOR SECURITY AND CONFIDENTIALITY OF SEALED RESPONSES. SOLICITING ~~Bidding~~** shall be: (1) Pursuant to the Arizona State Procurement Code **AND THE CITY OF FLAGSTAFF PROCUREMENT CODE ~~as amended by the City Council~~**; or (2) by sealed **RESPONSE ~~proposals~~**; or (3) by other methods that provide for security of **RESPONSES ~~bids~~** and competitive **SOLICITING ~~bidding~~** and under such regulations as may be prescribed by the Council. The City Manager, with the approval of the Council, shall have the power to reject any or all **RESPONSES TO THE SOLICITATION ~~bids~~**, and advertise for **SOLICITATIONS ~~bids~~** again.

(C) CONTRACTS MAY BE AWARDED TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER, OR TO THE RESPONDENT WHOSE RESPONSE IS MOST ADVANTAGEOUS TO THE CITY. The City Manager, with the approval of the Council, shall have the power to reject any or all **RESPONSES TO THE SOLICITATION ~~bids, and advertise for bids again~~.**

TEXT OF BALLOT

QUESTION NO. 4 (Prop. 464)

PROPOSED AMENDMENT RELATING TO: *PROCUREMENT METHODS*

OFFICIAL TITLE: AMENDMENT TO ARTICLE VIII, SECTION 3, *~~BIDS~~ PROCUREMENT*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to update the language to reflect best practices for the variety of procurement methods that exist.

A **YES** vote shall have the effect of amending Article VIII, Section 3, of the Charter to update the language to reflect best practices for the variety of procurement methods that exist.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VIII, Section 3, of the Charter to update the language to reflect best practices for the variety of procurement methods that exist.	**NO** ☐

QUESTION NO. 5 (Prop. 465)

Shall the Charter for the City of Flagstaff, Arizona, Article VIII, Section 9, LEASES OF CITY PROPERTIES, be amended as follows:

Section 9 – LEASES *AND SALE* OF CITY REAL PROPERTIES

(A) The Council may lease **OR SELL** any land~~,~~ **AND** buildings, ~~**or equipment**~~ now or hereafter owned by the City on such terms and conditions as the Council may prescribe. ~~**All leases shall be made to the highest responsible bidder after publication of notice thereof for at least one time per week for two weeks, stating explicitly the time and conditions of the proposed lease. However, the Council may, in its discretion, reject any and all bids.**~~

(B) THE COUNCIL MAY SELL SUCH PORTIONS OF THE REAL PROPERTY OF THE CITY NOT NEEDED OR NOT LIKELY TO BE NEEDED WITHIN A REASONABLE FUTURE TIME. REAL PROPERTY SHALL BE SOLD AFTER PUBLISHED NOTICE OF THE SALE FOR AT LEAST ONE TIME PER WEEK FOR THREE WEEKS PRIOR TO OPENING OF RESPONSES. IF THERE ARE NO RESPONSES SUBMITTED, THEN FOR A TWO-YEAR PERIOD THE CITY MANAGER MAY, SUBJECT TO COUNCIL APPROVAL, ENTER INTO AN AGREEMENT TO SELL THE PROPERTY FOR AN AMOUNT REASONABLY CONSISTENT WITH AN APPRAISAL WITHOUT FURTHER NOTICE AND SOLICITATION PROCESS. SALE OR TRADE OF REAL PROPERTY WITH ANOTHER GOVERNMENT ENTITY DOES NOT REQUIRE A NOTIFICATION AND SOLICITATION PROCESS.

(C) THE COUNCIL MAY ALSO IN ITS DISCRETION SUBDIVIDE AND PLAT CITY PROPERTY WHICH IT DETERMINES TO SELL, PROVIDE RESTRICTIONS RELATIVE TO ITS USE AND DEDICATE STREETS AND ALLEYS AS DETERMINED NECESSARY FOR THE USE OF THE PUBLIC.

FULL TEXT OF BALLOT

QUESTION NO. 5 (Prop. 465)

PROPOSED AMENDMENT RELATING TO: *LEASES AND SALE OF REAL CITY PROPERTIES*

OFFICIAL TITLE: AMENDMENT TO ARTICLE VIII, SECTION 9, *LEASES AND SALE OF CITY REAL PROPERTIES*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow for the sale of real property for a specific purpose and consolidate related provisions within the Charter.

A **YES** vote shall have the effect of amending Article VIII, Section 9, of the Charter to allow for the sale of real property for a specific purpose and consolidate related provisions within the Charter.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VIII, Section 9, of the Charter to allow for the sale of real property for a specific purpose and consolidate related provisions within the Charter.	**NO** ☐

QUESTION NO. 6 (Prop. 466)

Shall the Charter of the City of Flagstaff, Arizona, Article VIII, Section 1, PREPARATION, Section 5, CONTRACTS FOR OFFICIAL ADVERTISING, Section 6, FRAUD AND COLLUSION, and Section 7 AVOIDANCE OF CONTRACTS MADE THROUGH FRAUD AND COLLUSION, be amended as follows:

Section 1 – PREPARATION

All contracts shall be drawn under the supervision of the City Attorney, must be in writing, executed in the name of the City of Flagstaff by the Mayor, except as it may be otherwise provided, either by this Charter or by law, and must be countersigned by the City Clerk, who shall number and register the same in a book kept for that purpose. It is the intent of this Article that all contracts be awarded pursuant to the **SOLICITATION** ~~**bidding**~~ process whenever possible unless otherwise provided.

Section 5 – CONTRACTS FOR OFFICIAL ADVERTISING

(a) The City Manager shall **DISSEMINATE** ~~**let**~~ contracts annually for official advertising for the ensuing fiscal year. For this purpose, the Manager shall submit to each newspaper published in the City a notice describing the contemplated advertising and asking for sealed **RESPONSES** ~~**proposals**~~. The **RESPONSES** ~~**proposals**~~ shall specify the type and space to be used at the rate or rates named in the **RESPONSES** ~~**bid**~~. The City Manager shall **DISSEMINATE** ~~**let**~~ the contracts for such official advertising to the lowest qualified **RESPONDER OR HIGHEST SCORING PROPOSAL** ~~**bidder**~~ publishing a newspaper of general circulation in the City; provided that, the Manager may reject any and all **RESPONSES** ~~**bids**~~, and proceed to secure new **SOLICITATIONS** ~~**bids**~~ in the manner provided herein.

Section 6 – FRAUD AND COLLUSION

Any member of the Council, or any officer or employee of the City who shall aid or assist a **RESPONDER** ~~**bidder**~~ in securing a contract to furnish labor, material, equipment, supplies, or services at a higher price than that proposed by any other **RESPONDER** ~~**bidder**~~, or who shall favor one **RESPONDER** ~~**bidder**~~ over another by giving or withholding information, or who shall willfully mislead any **RESPONDER** ~~**bidder**~~ in regard to the character of the labor, material, equipment, supplies, or services called for, or the conditions under which the proposed work is to be done, or who shall knowingly certify to a greater amount of labor or service performed than actually has been performed, or to receipt of a greater amount or different kind of material, supplies, or equipment than actually has been received, shall be guilty of a misdemeanor, and shall be removed from office.

Section 7 – AVOIDANCE OF CONTRACTS MADE THROUGH FRAUD AND COLLUSION

If at any time it shall be found that the person to whom a contract has been awarded has, in presenting any **RESPONSE OR RESPONSES** ~~**bid or bids**~~, colluded with any other party or parties for the purpose of preventing any other **RESPONSE** ~~**bid**~~ being made, then the contract so awarded shall be null and void, and the City Manager shall advertise for **A** new **SOLICITATION** ~~**bids**~~ for said City improvements and/or supplies, materials, equipment, and services required, or the Council may provide for such public work to be done by the City under the direction of the City Manager.

FULL TEXT OF BALLOT

QUESTION NO. 6 (Prop. 466)

PROPOSED AMENDMENT RELATING TO: ***PROCUREMENT LANGUAGE***

OFFICIAL TITLE: AMENDMENT TO ARTICLE VIII, SECTION 1, *PREPARATION*, SECTION 5, *CONTRACTS FOR OFFICIAL ADVERTISING*, SECTION 6*, FRAUD AND COLLUSION*, AND SECTION 7, *AVOIDANCE OF CONTRACTS MADE THROUGH FRAUD AND COLLUSION*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to update language in Sections 1, 5, 6, and 7, to be consistent and inclusive of all procurement methods.

A **YES** vote shall have the effect of amending Article VIII, Sections 1, 5, 6, and 7, of the Charter to update language to be consistent and inclusive of all procurement methods.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VIII, Sections 1, 5, 6, and 7, of the Charter to update language to be consistent and inclusive of all procurement methods.	**NO** ☐

QUESTION NO. 7 (Prop. 467)

Shall the Charter for the City of Flagstaff, Arizona, Article IV, Section 5, PERSONNEL RULES AND REGULATIONS, be amended as follows:

Section 5 – PERSONNEL RULES AND REGULATIONS

THE CITY MANAGER SHALL ESTABLISH ~~**The Council shall by ordinance, provide for the establishment of**~~ Personnel Rules and Regulations for the purpose of regulating and controlling the appointments, promotions, demotions, discharges, and reinstatements of all officers and employees of the City, except those elected by the people, members of appointive boards and commissions ~~**and volunteers who serve without pay**~~, and also except the City Manager, the City Attorney, and the **PRESIDING MAGISTRATE** ~~**Police Judges**~~.

FULL TEXT OF BALLOT

QUESTION NO. 7 (Prop. 467)

PROPOSED AMENDMENT RELATING TO: ***PERSONNEL RULES AND REGULATIONS***

OFFICIAL TITLE: AMENDMENT TO ARTICLE IV, SECTION 5, *PERSONNEL RULES AND REGULATIONS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow the City Manager, rather than the Council, to establish personnel rules and regulations.

A **YES** vote shall have the effect of amending Article IV, Section 5, of the Charter to allow the City Manager, rather than the Council, to establish personnel rules and regulations.	**YES** ☐
A **NO** vote shall have the effect of not amending Article IV, Section 5, of the Charter to allow the City Manager, rather than the Council, to establish personnel rules and regulations.	**NO** ☐

QUESTION NO. 8 (Prop. 468)

Shall the Charter for the City of Flagstaff, Arizona, Article VII, Section 5, WHEN ACTIONS ARE TO BE TAKEN BY ORDINANCE, be amended as follows:

Section 5 – WHEN ACTIONS ARE TO BE TAKEN BY ORDINANCE

In addition to other acts required by law, or by specific provision of this Charter to be done by ordinance, those acts of the Council shall be by ordinance which provide for acquisition, sale, or exchange of public real property **IN FEE SIMPLE** and to sell personal property valued in excess of that amount established by ordinance; establishment or change of fire limits or zones; establishment or change of a zoning district; the levy of any tax or assessment; imposition or provide for imposing fines or other penalties; adoption of a code by reference or amend the City code; ~~**the authorization to borrow money;**~~ granting, renewal, or extending a franchise; the amendment of or repeal of any ordinance.

FULL TEXT OF BALLOT

QUESTION NO. 8 (Prop. 468)

PROPOSED AMENDMENT RELATING TO: ***ACTIONS TAKEN BY ORDINANCE***

OFFICIAL TITLE: AMENDMENT TO ARTICLE VII, SECTION 5, *WHEN ACTIONS ARE TO BE TAKEN BY ORDINANCE*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to clarify that an ordinance is only needed for property exchanges in fee simple and an is not required to borrow money.

A **YES** vote shall have the effect of amending Article VII, Section 5, of the Charter to clarify that an ordinance is only needed for property exchanges in fee simple and an ordinance is not required to borrow money.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VII, Section 5, of the Charter to clarify that an ordinance is only needed for property exchanges in fee simple and an ordinance is not required to borrow money.	**NO** ☐

QUESTION NO. 9 (Prop. 469)

Shall the Charter for the City of Flagstaff, Arizona, Article V, Section 1, APPOINTIVE BOARDS AND COMMISSIONS, be amended as follows:

Section 1 – APPOINTIVE BOARDS AND COMMISSIONS

The Council may, by ordinance, create, change, or abolish boards or commissions as, in its judgment, are required, or as are now or hereafter provided by law, and may grant to them such powers and duties as are consistent with the provisions of this Charter. ~~**All members of appointive boards or commissions shall at the time of their appointment be a resident of the City, and shall maintain this residency for the duration of the term in office.**~~

FULL TEXT OF BALLOT

QUESTION NO. 9 (Prop. 469)

PROPOSED AMENDMENT RELATING TO: *BOARDS AND COMMISSIONS*

OFFICIAL TITLE: AMENDMENT TO ARTICLE V, SECTION 1, *APPOINTIVE BOARDS AND COMMISSIONS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow non-city residents to serve on Boards and Commissions.

A **YES** vote shall have the effect of amending Article V, Section 1, of the Charter to allow non-city residents to serve on Boards and Commissions.	**YES**	☐
A **NO** vote shall have the effect of not amending Article V, Section 1, of the Charter to allow non-city residents to serve on Boards and Commissions.	**NO**	☐

QUESTION NO. 10 (Prop. 470)

Shall the Charter for the City of Flagstaff, Arizona, Article XVI, Amendment No. 2 – VOTE REQUIRED FOR CERTAIN TYPES OF FACILITIES COSTING IN EXCESS OF ONE MILLION DOLLARS, be amended as follows:

~~**Amendment No. 2 – VOTE REQUIRED FOR CERTAIN TYPES OF FACILITIES COSTING IN EXCESS OF ONE MILLION DOLLARS**~~

~~**Notwithstanding any other provisions of the Charter, with the exceptions of utilities, public safety and street facilities, after the effective date of this Amendment the City shall not expend funds totaling more than one million dollars for the purchase and/or construction of municipal facilities, including but not limited to libraries, civic centers, or swimming pools, without the prior approval of a majority of the qualified electors of the City voting at an election for that purpose. Said one million dollar limit shall be adjusted annually by the consumer price index as of July 1 of each year.**~~

FULL TEXT OF BALLOT

QUESTION NO. 10 (Prop. 470)

PROPOSED AMENDMENT RELATING TO: ***FACILITIES IN EXCESS OF ONE MILLION DOLLARS***

OFFICIAL TITLE: AMENDMENT TO ARTICLE XVI, AMENDMENT NO. 2 – *VOTE REQUIRED FOR CERTAIN TYPES OF FACILITIES COSTING IN EXCESS OF ONE MILLION DOLLARS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to eliminate Article XVI, Amendment No. 2 of the Charter.

A **YES** vote shall have the effect of amending Article XVI, Amendment No. 2, of the Charter to eliminate this section of the Charter.	**YES**	☐
A **NO** vote shall have the effect of not amending Article XVI, Amendment No. 2, of the Charter to eliminate this section of the Charter.	**NO**	☐

QUESTION NO. 11 (Prop. 471)

Shall the Charter for the City of Flagstaff, Arizona, Article XVI, Amendment No. 1 – VOTE REQUIRED FOR CERTAIN TYPES OF BOND ISSUES, be amended as follows:

~~**Amendment No. 1 – VOTE REQUIRED FOR CERTAIN TYPES OF BOND ISSUES**~~

~~**Notwithstanding any other provisions of the Charter, and with the exception of refunding bond issues, special assessment or improvement district and redevelopment or tax increment bonds, or City of Flagstaff Housing Authority bonds, or the financing of a new city hall building and related improvements, after the effective date of this Amendment the City shall not issue or authorize the issuance of any bonds which pledge City tax revenues as a guarantee for their payment, in whole or in part, without the approval of a majority of the qualified electors of the City voting at an election for that purpose.**~~

FULL TEXT OF BALLOT

QUESTION NO. 11 (Prop. 471)

PROPOSED AMENDMENT RELATING TO: ***ISSUANCE OF BONDS***

OFFICIAL TITLE: AMENDMENT TO ARTICLE XVI, AMENDMENT NO. 1 – *VOTE REQUIRED FOR CERTAIN TYPES OF BOND ISSUES*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to eliminate Article XVI, Amendment No. 1 of the Charter.

A **YES** vote shall have the effect of amending Article XVI, Amendment No. 1, of the Charter to eliminate this section of the Charter.	**YES** ☐
A **NO** vote shall have the effect of not amending Article XVI, Amendment No. 1, of the Charter to eliminate this section of the Charter.	**NO** ☐

QUESTION NO. 12 (Prop. 472)

Shall the Charter for the City of Flagstaff, Arizona, Article XII, Section 1, ELECTIONS FOR APPROVAL OF FRANCHISES, be amended as follows:

Section 1 – ELECTIONS FOR APPROVAL OF FRANCHISES

No franchise shall be granted, extended, or renewed by the City without the approval of a majority of the qualified electors residing within its corporate limits voting thereon at a Primary, General, or Special Election; the Council shall submit any matter for approval or disapproval to such election at any Primary or General Election, or shall call a Special Election for such purpose **IN ACCORDANCE WITH ARIZONA STATUTES AS MAY BE AMENDED** ~~**at any time upon thirty (30) days' notice**~~; and the Council shall require, before calling any such election, that the estimated expense thereof (to be determined by the Council) shall be first deposited by the applicant for such franchise with the City Clerk.

FULL TEXT OF BALLOT

QUESTION NO. 12 (Prop. 472)

PROPOSED AMENDMENT RELATING TO: ***FRANCHISE ELECTIONS***

OFFICIAL TITLE: AMENDMENT TO ARTICLE XII, SECTION 1 – *ELECTIONS FOR APPROVAL OF FRANCHISES*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to change the time period required to call a franchise election to be consistent with state law.

A **YES** vote shall have the effect of amending Article XII, Section 1, of the Charter to change the time period required to call a franchise election to be consistent with state law.	**YES** ☐
A **NO** vote shall have the effect of not amending Article XII, Section 1, of the Charter to change the time period required to call a franchise election to be consistent with state law.	**NO** ☐

QUESTION NO. 13 (Prop. 473)

Shall the Charter for the City of Flagstaff, Arizona, Article VII, Section 6, READING AND PASSAGE OF ORDINANCES AND RESOLUTIONS: EFFECTIVE DATE, be amended as follows:

Section 6 – READING AND PASSAGE OF ORDINANCES AND RESOLUTIONS: EFFECTIVE DATE

All proposed ordinances and resolutions shall either be read in full or posted in a public place at least twenty-four (24) hours prior to its adoption, provided if any amendments are proposed to a posted ordinance or resolution such amendments shall be read in full prior to its adoption. An ordinance may be read for the final time at the same meeting as when introduced upon **THE AFFIRMATIVE VOTE OF THREE-FOURTHS OF ALL MEMBERS ELECTED OR APPOINTED TO THE COUNCIL** ~~**unanimous consent of those Councilmembers present**~~. A resolution shall require only one (1) reading before its adoption and may be adopted at the same meeting at which it is first introduced by a majority of those Councilmembers present.

FULL TEXT OF BALLOT

QUESTION NO. 13 (Prop. 473)

PROPOSED AMENDMENT RELATING TO: ***FINAL READ OF ORDINANCES ON THE SAME DAY AS FIRST READ***

OFFICIAL TITLE: AMENDMENT TO ARTICLE VII, SECTION 6 – *READING AND PASSAGE OF ORDINANCES AND RESOLUTIONS: EFFECTIVE DATE*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow three-fourths of all members elected or appointed to the Council to read an ordinance for the final time at the same meeting as the first reading.

A **YES** vote shall have the effect of amending Article VII, Section 6, of the Charter to allow three-fourths of all members elected or appointed to the Council to read an ordinance for the final time at the same meeting as the first reading.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VII, Section 6, of the Charter to allow three-fourths of all members elected or appointed to the Council to read an ordinance for the final time at the same meeting as the first reading.	**NO** ☐

QUESTION NO. 14 (Prop. 474)

Shall the Charter for the City of Flagstaff, Arizona, Article VI, Section 1, FISCAL, be amended as follows:

Section 1 – FISCAL

~~**The provisions of the Constitution and the Laws of the State as the same now exist or hereafter may be amended governing t**~~**T**he budget, taxation, financial, and fiscal powers of the City **ARE A MATTER OF LOCAL CONCERN**. ~~**shall apply to the governing and conduct of same in the City.**~~ **THE COUNCIL MAY BY ORDINANCE PROVIDE A SYSTEM FOR THE ASSESSMENT, LEVY, AND COLLECTION OF ALL CITY TAXES, NOT INCONSISTENT WITH THE PROVISIONS OF THIS CHARTER.**

FULL TEXT OF BALLOT

QUESTION NO. 14 (Prop. 474)

PROPOSED AMENDMENT RELATING TO: ***ADMINISTRATION OF ADOPTED TAX CODE***

OFFICIAL TITLE: AMENDMENT TO ARTICLE VI, SECTION 1 – *FISCAL*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow the Council to self-administer the adopted tax code.

A **YES** vote shall have the effect of amending Article VI, Section 1, of the Charter to allow the Council to self-administer the adopted tax code.	**YES**	☐
A **NO** vote shall have the effect of not amending Article VI, Section 1, of the Charter to allow the Council to self-administer the adopted tax code.	**NO**	☐

QUESTION NO. 15 (Prop. 475)

Shall the Charter for the City of Flagstaff, Arizona, Article VIII, Section 10, SALE OF CITY PROPERTY, be amended as follows:

Section 10 – SALE OF CITY *PERSONAL* PROPERTY

The Council may sell **EQUIPMENT AND** ~~**such portions of the real and**~~ personal property of the City not needed or not likely to be needed within a reasonable future time. Each sale shall be made on such conditions as the Council may prescribe to the highest responsible bidder **OR RESPONDER WHOSE RESPONSE IS MOST ADVANTAGEOUS TO THE CITY** after published notice of the sale in accordance with the following schedule:

1. Personal property valued in excess of **$1,000.00** ~~**$500.00**~~ shall be sold after published notice of the sale ~~**for**~~ at least ~~**once**~~ **ONE TIME** not less than five (5) days prior to opening of bids.

2. ~~**Real property shall be sold after published notice of the sale for at least one time per week for three weeks prior to opening of bids. The Council shall have the right to reject any and all bids. If there are no bids submitted, then for a two-year period the City Manager may, subject to Council approval, enter into an agreement to sell the property for an amount reasonably consistent with an appraisal without further notice and bid process. Sale or trade of real property with another government entity does not require a notification and bid process.**~~

3. The City **TREASURER** ~~**Manager**~~ may sell or otherwise dispose of any personal property having a value of **$1,000.00** ~~**$500.00**~~ or less without published notice, but written advice of such sale or disposal shall be given to the Council **FOR ALL ITEMS ABOVE $500.00**.

~~**4. The Council may also in its discretion subdivide and plat City property which it determines to sell, providing restrictions relative to its use and dedicate streets and alleys as determined necessary for the use of the public.**~~

FULL TEXT OF BALLOT

QUESTION NO. 15 (Prop. 475)

PROPOSED AMENDMENT RELATING TO: ***THE SALE OF CITY PERSONAL PROPERTY***

OFFICIAL TITLE: AMENDMENT TO ARTICLE VIII, SECTION 10 – *SALE OF CITY <u>PERSONAL</u> PROPERTY*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to specify the sale of the City's personal property, increase the threshold dollar amount for sale or disposal of personal property from $500 to $1,000, update the language to reflect best practices, and consolidate all provisions related to personal property into one section of the Charter.

A **YES** vote shall have the effect of amending Article VIII, Section 10, of the Charter to specify the sale of the City's personal property, increase the threshold dollar amount for sale or disposal of personal property from $500 to $1,000, update the language to reflect best practices, and consolidate all provisions related to personal property into one section of the Charter.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VIII, Section 10, of the Charter to specify the sale of the City's personal property, increase the threshold dollar amount for sale or disposal of personal property from $500 to $1,000, update the language to reflect best practices, and consolidate all provisions related to personal property into one section of the Charter.	**NO** ☐

QUESTION NO. 16 (Prop. 476)

Shall the Charter of the City of Flagstaff, Arizona, Article VII, Section 13, PROCEDURE FOR ADOPTION BY REFERENCE and Section 15 CODIFICATION OF ORDINANCES, be amended as follows:

Section 13 – PROCEDURE FOR ADOPTION BY REFERENCE

(a) The Council may enact the provisions of a code or public record already in existence without setting forth such provisions, but the adopting ordinance shall be published in full. **THE NUMBER OF COPIES REQUIRED BY ARIZONA STATUTES** ~~**At least three (3) copies**~~ of the code or public record shall be filed in the office of the City Clerk, and kept available for public use and inspection. A code or public record enacted by reference may be amended in the same manner.

Section 15 – CODIFICATION OF ORDINANCES

Any and all ordinances of the City which have been enacted and published in the manner required at the time of their adoption, and which have not been repealed, shall be compiled, consolidated, revised, indexed, and arranged as a comprehensive ordinance code, and such code may be adopted by reference, with the same effect as an ordinance, by the passage of any ordinance for such purpose. Such code need not be published in the manner required for other ordinances, but **THE NUMBER OF COPIES REQUIRED BY ARIZONA STATUTES** ~~**not less than three (3) copies**~~ thereof shall be filed for use and examination by the public in the office of the City Clerk prior to the adoption thereof. Amendments to the code shall be enacted in the same manner as ordinances.

FULL TEXT OF BALLOT

QUESTION NO. 16 (Prop. 476)

PROPOSED AMENDMENT RELATING TO: ***PHYSICAL RECORDS REQUIREMENTS***

OFFICIAL TITLE: AMENDMENT TO ARTICLE VII, SECTION 13 – *PROCEDURE FOR ADOPTION BY REFERENCE* AND SECTION 15 – *CODIFICATION OF ORDINANCES*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to change the number of required physical copies to be consistent with state law.

A **YES** vote shall have the effect of amending Article VII, Sections 13 and 15, of the Charter to change the number of required physical copies to be consistent with state law.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VII, Sections 13 and 15, of the Charter to change the number of required physical copies to be consistent with state law.	**NO** ☐

QUESTION NO. 17 (Prop. 477)

Shall the Charter for the City of Flagstaff, Arizona, Article VI, Section 4, CASH BASIS FUND SET UP; TRANSFER OF SUMS FROM CASH BASIS FUND TO OTHER FUNDS, be amended as follows:

~~**Section 4 – CASH BASIS FUND SET UP; TRANSFER OF SUMS FROM CASH BASIS FUND TO OTHER FUNDS**~~

~~**The Council may, by ordinance, create and maintain a permanent revolving fund to be known as the Cash Basis Fund, for the purpose of putting the payment of the running expenses of the City on a cash basis. For this purpose, the Council may provide that from the money received from other sources, a sum equal to not less than two and one-half (2 1/2) cents on each one hundred dollars ($100.00) of the assessed value of said property shall be placed in such fund, until the accumulated amount of such fund shall be sufficient to meet all legal demands against the Treasury for the first four (4) months, or other necessary period, of the succeeding fiscal year.**~~

~~**The Council shall have power to transfer from the Cash Basis Fund to any other fund or funds such sum or sums as may be required for the purpose of placing such fund or funds, as nearly as possible, on a cash basis. It shall be the duty of the Council to provide that all money so transferred from the Cash Basis Fund shall be returned thereto before the end of the fiscal year.**~~

FULL TEXT OF BALLOT

QUESTION NO. 17 (Prop. 477)

PROPOSED AMENDMENT RELATING TO: ***CASH BASIS FUND***

OFFICIAL TITLE: AMENDMENT TO ARTICLE VI, SECTION 4 – *CASH BASIS FUND SET UP; TRANSFER OF SUMS FROM CASH BASIS FUND TO OTHER FUNDS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to eliminate Article VI, Section 4 of the Charter.

A **YES** vote shall have the effect of amending Article VI, Section 4, of the Charter to eliminate this section of the Charter.	**YES** ☐
A **NO** vote shall have the effect of not amending Article VI, Section 4, of the Charter to eliminate this section of the Charter.	**NO** ☐

QUESTION NO. 18 (Prop. 478)

Shall the Charter of the City of Flagstaff, Arizona, Article XI, MUNICIPAL COURT, Section 1, STATE LAWS CONTROL, Section 2, POLICE JUDGE(S), APPOINTMENT, TERM, and Section 3, SERVICE OF PROCESS, be amended as follows:

Header – *MUNICIPAL* ~~POLICE~~ COURT

Section 1 – STATE LAWS CONTROL

The **MUNICIPAL ~~Police~~** Court created by the general statutes of the State, and all statutes pertaining to the jurisdiction and procedure of said Court, shall be fully observed.

Section 2 – *MAGISTRATE(S)* ~~POLICE JUDGE(S)~~, APPOINTMENT, TERM

The **MAGISTRATE(S) ~~Police Judge(s)~~** shall be appointed by the Council, and shall hold office at the pleasure of the Council.

Section 3 – SERVICE OF PROCESS

The Chief of Police shall cause all summonses issued by the **MAGISTRATE(S) ~~Police Judge(s)~~** to be served, and the return endorsed thereon and signed by the officer making such service. The Chief of Police shall also cause all warrants of arrest to be executed.

FULL TEXT OF BALLOT

QUESTION NO. 18 (Prop. 478)

PROPOSED AMENDMENT RELATING TO: *MUNICIPAL COURT AND MAGISTRATE TERMINOLOGY*

OFFICIAL TITLE: AMENDMENT TO ARTICLE XI, *MUNICIPAL ~~POLICE~~ COURT*, SECTION 1 – *STATE LAWS CONTROL*, SECTION 2 – *MAGISTRATE(S) ~~POLICE JUDGE(S),~~ APPOINTMENT, TERM,* AND SECTION 3 – *SERVICE OF PROCESS*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to update court language to reflect current terminology.

A **YES** vote shall have the effect of amending Article XI, Header, and Sections 1, 2, and 3, of the Charter to update court language to reflect current terminology.	**YES** ☐
A **NO** vote shall have the effect of not amending Article XI, Header, and Sections 1, 2, and 3, of the Charter to update court language to reflect current terminology.	**NO** ☐

QUESTION NO. 19 (Prop. 479)

Shall the Charter of the City of Flagstaff, Arizona, Article II, Section 16, FAILURE TO VOTE, be amended as follows:

Section 16 – FAILURE TO VOTE

No member of the Council present at any meeting shall be excused from voting, except in matters involving the consideration of their own official conduct **OR A DECLARED CONFLICT OF INTEREST**. In all other cases, a failure to vote shall be entered on the minutes as an affirmative vote.

FULL TEXT OF BALLOT

QUESTION NO. 19 (Prop. 479)

PROPOSED AMENDMENT RELATING TO: *FAILURE TO VOTE*

OFFICIAL TITLE: AMENDMENT TO ARTICLE II, SECTION 16 – *FAILURE TO VOTE*, OF THE FLAGSTAFF CITY CHARTER

DESCRIPTIVE TITLE: A measure referred to the people by the City Council regarding a Charter amendment to allow a member of the Council who has a declared conflict of interest be excused from voting.

A **YES** vote shall have the effect of amending Article II, Section 16, of the Charter to allow a member of the Council who has a declared conflict of interest be excused from voting.	**YES** ☐
A **NO** vote shall have the effect of not amending Article II, Section 16, of the Charter to allow a member of the Council who has a declared conflict of interest be excused from voting.	**NO** ☐

QUESTION NO. 20 (Prop. 480)

On June 6, 2023, the City Council passed Ordinance No. 2023-11 which amends the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adds the Resource Protection Overlay to APN 112-210-036, 112-10-037, and 112-05-125 generally located at 1120 W. Purple Sage Trail.

Ordinance No. 2023-11 has been referred to the qualified electors of the City of Flagstaff by Referendum No. 01-2023.

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 98.39 ACRES OF REAL PROPERTY FROM RURAL RESIDENTIAL (40.47 ACRES) AND ESTATE RESIDENTIAL (57.92 ACRES) TO HIGHWAY COMMERCIAL (63.18 ACRES) AND PUBLIC FACILITIES (35.21 ACRES) AND ADDING THE RESOURCE PROTECTION OVERLAY TO APN 112-10-036, 112-10-037, AND 112-05-125 GENERALLY LOCATED AT 1120 W PURPLE SAGE TRAIL PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Northern Arizona Healthcare Corporation, ("NAH"), has applied for a Concept Zoning Map Amendment to rezone approximately 98.39 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from Rural Residential (RR) and Estate Residential (ER) zones to the Highway Commercial (HC) and Public Facilities (PF) zones and adding the Resource Protection Overlay (RPO) zone to APNs 112-10-036, 112-10-037, and 112-05-125 for the purpose of being developed with a regional hospital, ambulatory care center, and associated open space and civic space; and

WHEREAS, NAH conducted neighborhood meetings on January 6, 2022, January 18, 2022, and October 10, 2022 to discuss the proposed Concept Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on March 22, 2023, and April 12, 2023, and has recommended denial of the requested Zoning Map Amendment application; and

WHEREAS, the Council finds that NAH has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Council has considered the recommendations of the Planning and Zoning Commission; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning & Development Services staff and all attachments to those reports, NAH's application, the narrative provided by NAH, and all statements made by NAH and its representatives or agents during the presentation to Council, and the Council finds that the proposed Concept Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Rural Residential (RR) and Estate Residential (ER) zones to the Highway Commercial (HC) and Public Facilities (PF) zones as set forth in Exhibit A attached hereto and incorporated by reference, and APNs 112-10-036, 112-10-037, and 112-05-125 are added to the Resource Protection Overlay (RPO).

SECTION 6. That the Zoning Map Amendment be further conditioned upon NAH's satisfaction of the following conditions:

CONDITIONS:

1. The subject property shall be developed in substantial conformance with the approved Specific Plan and concept zoning plan (included in the Specific Plan) and combined project narrative including but not limited to the density and intensity and general layout except as modified herein.
2. All intersections shall be designed and constructed as "protected intersections" for enhanced bicycle and pedestrian safety as feasible subject to the City Engineer's approval.
3. Foundation landscaping may be located further than 25 feet from the building to comply with Firewise landscaping requirements as recommended by the Wildfire Mitigation Analysis.
4. To mitigate the proposed building placement, a 60-foot front landscape buffer from Beulah Boulevard shall be provided with the intent of preserving as many mature Ponderosa Pine trees as possible.
5. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development as amended within the NAH Health Village Phase 1 Specific Plan.
6. All terms, conditions, and restrictions detailed within the "NAH Health Village Development Agreement" must be fully satisfied.
7. If the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Rural Residential (RR) and Estate Residential (ER) in accordance with A.R.S. § 9-462.01.

SECTION 7. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 8. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of June, 2023.

/s/ Becky Daggett
MAYOR

ATTEST:

/s/ Stacy Saltzburg
CITY CLERK

APPROVED AS TO FORM:

/s/ Christina Rubalcava for
CITY ATTORNEY

Exhibits:
Legal Description

FULL TEXT OF BALLOT

QUESTION NO. 20 (Prop. 480)

REFERENDUM ORDERED BY PETITION OF THE PEOPLE

OFFICIAL TITLE: A Measure Referred to the People by Referendum No. 01-2023 Relating to Ordinance No. 2023-11: An Ordinance of the City Council of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adding the Resource Protection Overlay to APN 112-10-036, 112-10-037, and 112-05-125 generally located at 1120 W Purple Sage Trail.

DESCRIPTIVE TITLE: Consideration of Ordinance 2023-11 amending the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adding the Resource Protection Overlay to APN 112-10-036, 112-10-037, and 112-05-125 generally located at 1120 W Purple Sage Trail.

A **YES** vote shall have the effect of approving Ordinance No. 2023-11 amending the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adding the Resource Protection Overlay to APN 112-10-036, 112-10-037, and 112-05-125 generally located at 1120 W Purple Sage Trail.	**YES** ☐
A **NO** vote shall have the effect of not approving Ordinance No. 2023-11 amending the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from Rural Residential (40.47 acres) and Estate Residential (57.92 acres) to Highway Commercial (63.18 acres) and Public Facilities (35.21 acres) and adding the Resource Protection Overlay to APN 112-10-036, 112-10-037, and 112-05-125 generally located at 1120 W Purple Sage Trail.	**NO** ☐

APPLICATION FOR SERIAL NUMBER
Initiative or Referendum Petition
A.R.S. § 19-111

RECEIVED
JUN 07 2023
BY

The undersigned intends to circulate and file an initiative or a referendum petition and hereby makes application for the issuance of an official serial number to be printed in the lower right-hand corner of each side of each signature sheet of such petition. Attached hereto is the full text, in no less than eight-point type, of the measure intended to be initiated or referred at the next general election.	Initiative / Referendum (Referendum) Date of Application: 6/7/23 Signatures Required: 2,607 Deadline for Filing: 7/6/23 Serial Number Issued: REF 01-2023

Ordinance No. 2023-11 amends the Flagstaff Zoning Map to rezone approximately 98.39 acres of real property from rural residential and estate residential to highway commercial (63.18 acres)—permitting, for example, retail trade businesses or establishments engaged primarily in selling or offering for sale personal property to the public--and public facilities (35.21 acres) and adds the resource protection overlay to areas generally located at 1120 W Purple Sage Trail, providing for severability, authority for clerical corrections, and establishing an effective date. Northern Arizona Healthcare Corporation ("Corporation") applied for the amendment. The Flagstaff City Council approved this amendment. The amendment is conditioned upon the Corporation satisfying several conditions including: constructing all intersections as "protected intersections," providing a 60-foot front landscape buffer from Beulah Boulevard and that requirements of the Zoning Code and other City codes, ordinances, and regulations will be met by the proposed development as amended within the NAH Health Village Phase 1 Specific Plan.

Erica Mapel, Treasurer
Name of Applicant (if organization, include title of officer)

2181 W Constitutional Blvd.
Address

Flagstaff | Arizona | 86005
City | State | Zip

928-380-1928
Telephone Number

girlric@hotmail.com
E-Mail Address

Flagstaff Community First
Committee Name*

PC2023-01
Committee ID No.

Doug Mapel
Chairperson

Erica Mapel
Treasurer

2181 W. Constitutional Blvd.
Committee Address

Flagstaff | Arizona | 86005
City | State | Zip

928-380-1928
Committee Telephone Number

girlric@hotmail.com
Committee E-mail Address

*Pursuant to A.R.S. § 19-111(A), the clerk cannot accept an application without an accompanying Statement of Organization.

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 98.39 ACRES OF REAL PROPERTY FROM RURAL RESIDENTIAL (40.47 ACRES) AND ESTATE RESIDENTIAL (57.92 ACRES) TO HIGHWAY COMMERCIAL (63.18 ACRES) AND PUBLIC FACILITIES (35.21 ACRES) AND ADDING THE RESOURCE PROTECTION OVERLAY TO APN 112-10-036, 112-10-037, AND 112-05-125 GENERALLY LOCATED AT 1120 W PURPLE SAGE TRAIL PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Northern Arizona Healthcare Corporation, ("NAH"), has applied for a Concept Zoning Map Amendment to rezone approximately 98.39 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from Rural Residential (RR) and Estate Residential (ER) zones to the Highway Commercial (HC) and Public Facilities (PF) zones and adding the Resource Protection Overlay (RPO) zone to APNs 112-10-036, 112-10-037, and 112-05-125 for the purpose of being developed with a regional hospital, ambulatory care center, and associated open space and civic space; and

WHEREAS, NAH conducted neighborhood meetings on January 6, 2022, January 18, 2022, and October 10, 2022 to discuss the proposed Concept Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on March 22, 2023, and April 12, 2023, and has recommended denial of the requested Zoning Map Amendment application; and

WHEREAS, the Council finds that NAH has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Council has considered the recommendations of the Planning and Zoning Commission; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning & Development Services staff and all attachments to those reports, NAH's application, the narrative provided by NAH, and all statements made by NAH and its representatives or agents during the presentation to Council, and the Council finds that the proposed Concept Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS

FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the Rural Residential (RR) and Estate Residential (ER) zones to the Highway Commercial (HC) and Public Facilities (PF) zones as set forth in Exhibit A attached hereto and incorporated by reference, and APNs 112-10-036, 112-10-037, and 112-05-125 are added to the Resource Protection Overlay (RPO).

SECTION 6. That the Zoning Map Amendment be further conditioned upon NAH's satisfaction of the following conditions:

CONDITIONS:

1. The subject property shall be developed in substantial conformance with the approved Specific Plan and concept zoning plan (included in the Specific Plan) and combined project narrative including but not limited to the density and intensity and general layout except as modified herein.
2. All intersections shall be designed and constructed as "protected intersections" for enhanced bicycle and pedestrian safety as feasible subject to the City Engineer's approval.
3. Foundation landscaping may be located further than 25 feet from the building to comply with Firewise landscaping requirements as recommended by the Wildfire Mitigation Analysis.
4. To mitigate the proposed building placement, a 60-foot front landscape buffer from Beulah Boulevard shall be provided with the intent of preserving as many mature Ponderosa Pine trees as possible.
5. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development as amended within the NAH Health Village Phase 1 Specific Plan.
6. All terms, conditions, and restrictions detailed within the "NAH Health Village Development Agreement" must be fully satisfied.
7. If the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Rural Residential (RR) and Estate Residential (ER) in accordance with A.R.S. § 9-462.01.

SECTION 7. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 8. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of June, 2023.

Becky Daggett
MAYOR

ATTEST:

Stacy Saltzburg
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Legal Description

LEGAL DESCRIPTION
'HC' ZONING
EXHIBIT 'A'

A parcel of land located in the southeast quarter of Section 31, and the southwest quarter of Section 32, Township 21 North, Range 7 East, and the northwest quarter of Section 5, Township 20 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona described as follows:

Commencing at a 3-inch U.S. GLO brass cap at the southwest corner of said Section 32, from which a City of Flagstaff aluminum cap at the north quarter corner of said Section 5 bears North 89°42'46" East, 1858.35 feet (Basis of Bearing);

Thence along the north line of said Section 5, North 89°42'46" East, 519.32 feet to a point on the westerly Right-of-Way line of U.S. Highway 89A;

Thence leaving said north line, and along said Right-of-Way line, North 17°17'51" East, 158.28 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 17°17'51" East, 1441.89 feet;

Thence leaving said Right-of-Way line, North 72°42'14" West, 136.50 feet to the beginning of a tangent curve concave to the north having a radius of 1200.00 feet and a central angle of 12°10'26";

Thence northwesterly along said curve, 254.97 feet;

Thence North 60°31'48" West, 582.43 feet to the beginning of a tangent curve concave to the northeast having a radius of 667.00 feet and a central angle of 8°42'56";

Thence northwesterly along said curve, 101.46 feet;

Thence South 58°54'14" West, 1027.19 feet to the beginning of a non-tangent curve concave to the east having a radius of 140.00 feet and a central angle of 73°27'17" and being subtended by a chord which bears North 05°34'32" East 167.44 feet;

Thence northerly along said curve, 179.48 feet;

Thence North 31°05'26" West, 89.42 feet;

Thence South 26°50'59" West, 78.60 feet to the beginning of a tangent curve concave to the northwest having a radius of 1000.00 feet and a central angle of 05°20'19";

Thence southwesterly along said curve, 93.18 feet;

Thence South 32°11'18" West, 104.33 feet;

Thence South 57°48'42" East, 361.31 feet to the beginning of a tangent curve concave to the west having a radius of 50.00 feet and a central angle of 84°04'31";

Thence southerly along said curve, 73.37 feet;

Thence South 26°15'49" West, 434.69 feet;

Thence South 00°44'10" East, 852.74 feet;

Thence North 89°15'18" East, 66.63 feet to the northwest corner of said Section 5;

Thence along the north line of said Section 5, North 88°15'45" East, 504.66 feet to the beginning of a tangent curve concave to the south having a radius of 2000.01 feet and a central angle of 8°19'11";

Thence easterly along said curve, 290.41 feet;

Thence North 5°18'32" East, 256.10 feet;

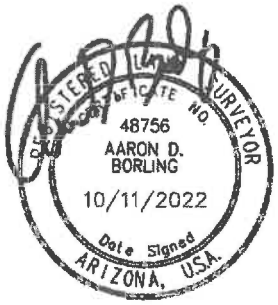
Thence South 84°41'28" East, 413.51 feet;

Thence South 72°39'50" East, 140.41 feet to the **TRUE POINT OF BEGINNING.**

Containing 63.18 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



FILE: \\VR-FILEFLAG\PROJECTS\2021\21045\SURVEY\LEGAL DESCRIPTIONS\ZONING LEGAL DESCRIPTIONS_2022-05-03\NAH_LEGAL HC-2B-HIGHWAY COMMERCIAL ZONE.DWG ABORLING PLOTTED: Oct 11, 2022-9:41am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

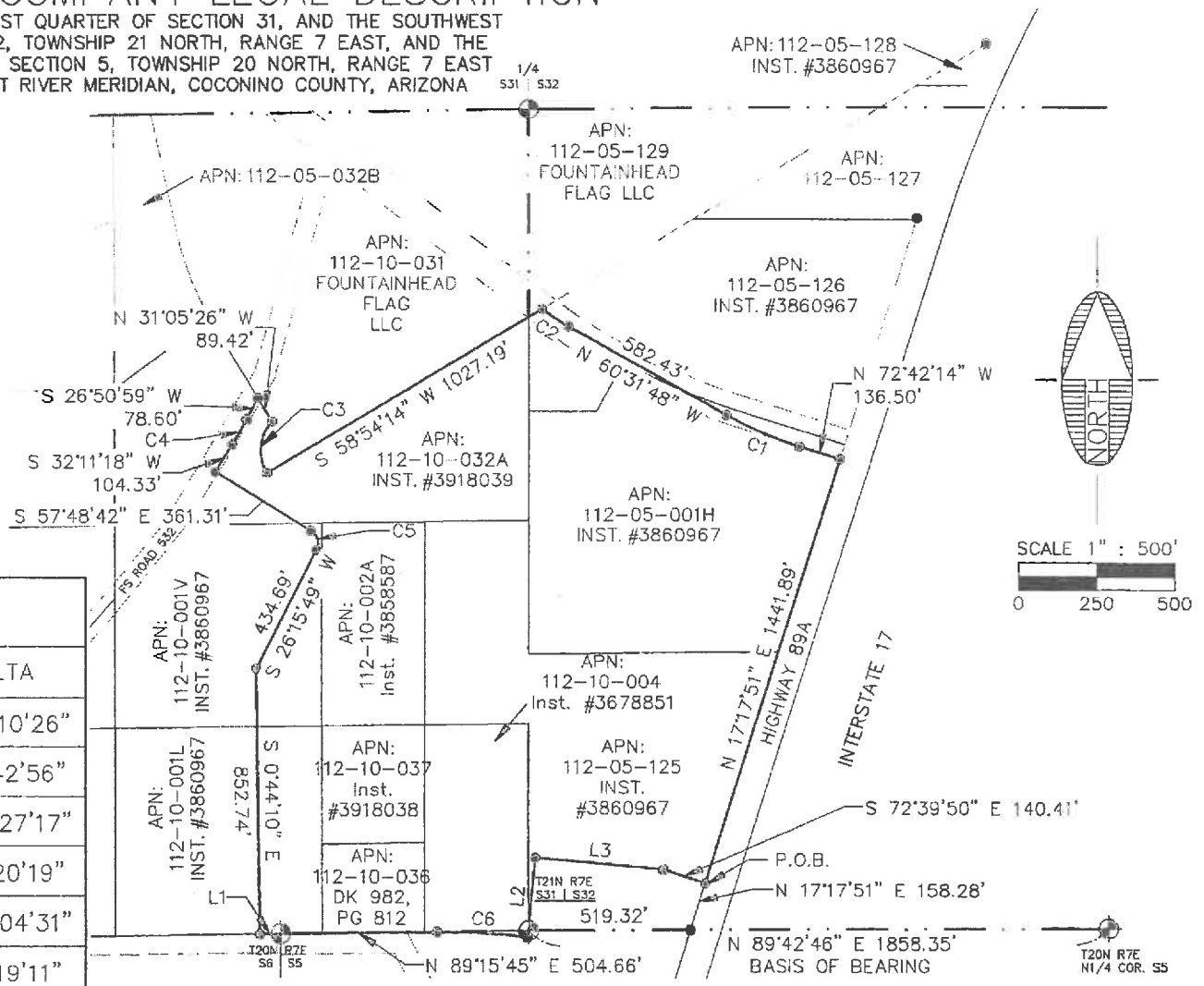
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 21 NORTH, RANGE 7 EAST, AND THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	66.63	N 89°15'18" E
L2	256.10	N 5°18'32" E
L3	413.51	S 84°41'28" E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	254.97	1200.00	12°10'26"
C2	101.46	667.00	8°42'56"
C3	179.48	140.00	73°27'17"
C4	93.18	1000.00	5°20'19"
C5	73.37	50.00	84°04'31"
C6	290.41	2000.01	8°19'11"



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swinz.com

JOB NO.	21045
DATE	OCT 22
SCALE	1" = 500'
DRAWN	JEE
DESIGN	
CHECKED	ADB

NORTHERN ARIZONA HEALTHCARE — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

LEGAL DESCRIPTION
'PF' ZONING
EXHIBIT 'A'

A parcel of land located in the southeast quarter of Section 31, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona described as follows:

Commencing at a 3-inch U.S. GLO brass cap northeast corner of Section 6, Township 20 North, Range 7 East, from which a 3-inch U.S. GLO brass cap at southeast corner of said Section 31 bears North 89°15'24" East, 797.42 feet (Basis of Bearing);

Thence along the south line of said Section 31, South 89°15'18" West, 66.63 feet to the **TRUE POINT OF BEGINNING;**

Thence North 00°44'10" West, 852.74 feet;

Thence North 26°15'49" East, 434.69 feet to the beginning of a tangent curve concave to the west having a radius of 50.00 feet;

Thence northerly along said curve, 73.37 feet through a central angle of 84°04'31";

Thence North 57°48'42" West, 361.31 feet;

Thence North 32°11'18" East, 104.33 feet to the beginning of a tangent curve concave to the northwest having a radius of 1000.00 feet and a central angle of 5°20'19";

Thence northerly along said curve, 93.18 feet;

Thence North 26°50'59" East, 78.60 feet;

Thence North 31°05'26" West, 256.72 feet to the beginning of a tangent curve concave to the northeast having a radius of 1040.00 feet and a central angle of 2°23'34";

Thence northwesterly along said curve, 43.43 feet;

Thence South 52°38'09" West, 381.14 feet;

Thence South 00°01'29" East, 442.74 feet;

Thence South 89°06'33" West, 54.80 feet;

Thence South 32°38'31" West, 159.42 feet;

Thence South 58°56'21" West, 579.03 feet;

Thence South 80°22'47" East, 278.73 feet;

Thence South 32°38'31" West, 266.48 feet to the beginning of a tangent curve concave to the southeast having a radius of 980.37 feet and a central angle of 12°00'00";

Thence southwesterly along said curve, 205.33 feet;

Thence South 20°38'31" West, 178.64 feet;

Thence South 00°06'01" East, 281.31 feet to a point on the south line of said Section 31;

Thence along said south line, North 89°17'31" East, 661.82 feet;

Thence continuing along said south line, North 89°15'18" East, 460.96 feet to the **TRUE POINT OF BEGINNING.**

Containing 35.21 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

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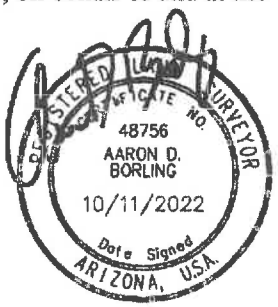

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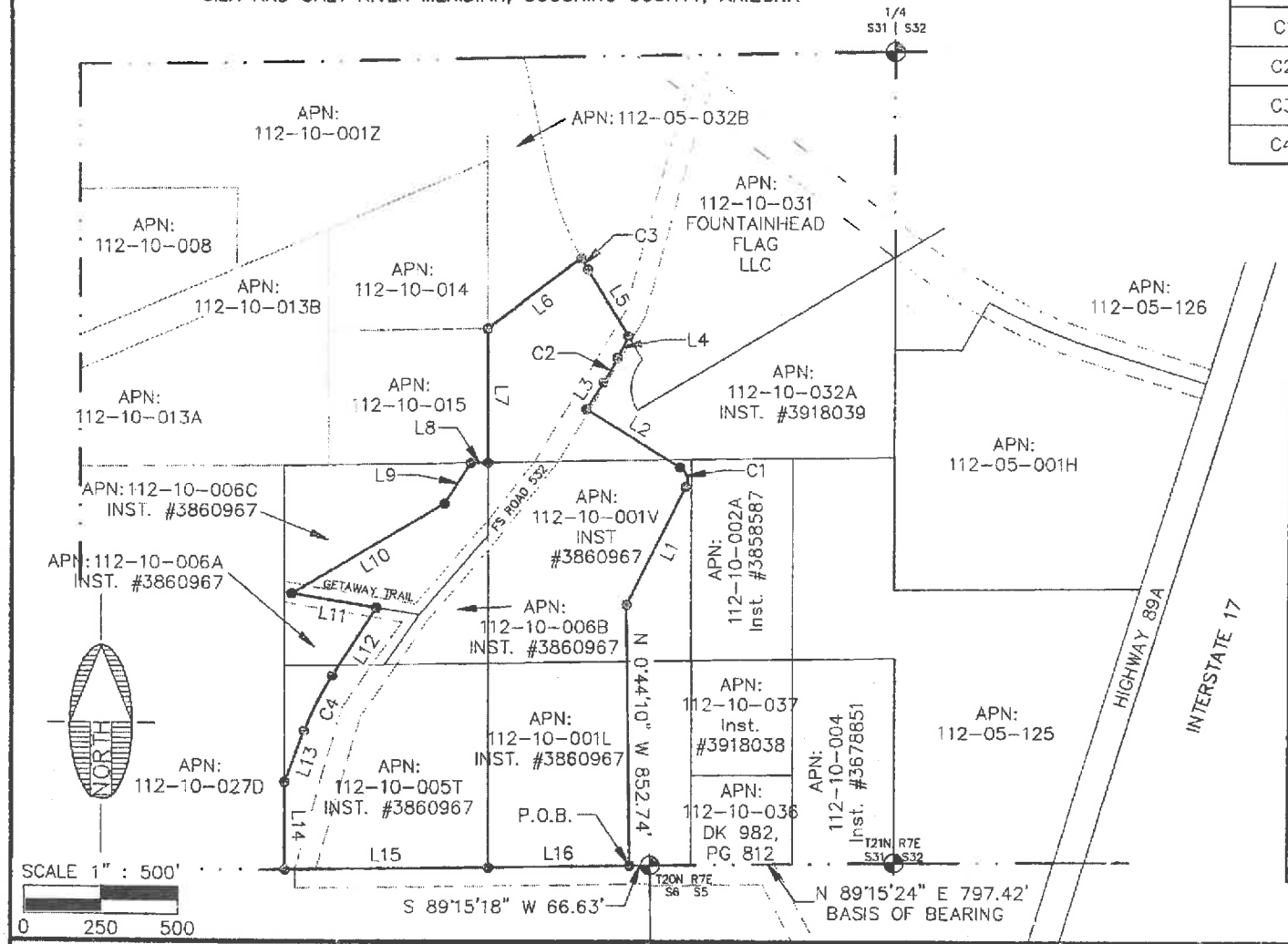

CURVE TABLE

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C2	93.18	1000.00	5°20'19"
C3	43.43	1040.00	2°23'34"
C4	205.33	980.37	12°00'00"

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	434.69	N 26°15'49" E
L2	361.31	N 57°48'42" W
L3	104.33	N 32°11'18" E
L4	78.60	N 26°50'59" E
L5	256.72	N 31°05'26" W
L6	381.14	S 52°38'09" W
L7	442.74	S 0°01'29" E
L8	54.80	S 89°06'33" W
L9	159.42	S 32°38'31" W
L10	579.03	S 58°56'21" W
L11	278.73	S 80°22'47" E
L12	266.48	S 32°38'31" W
L13	178.64	S 20°38'31" W
L14	281.31	S 0°06'01" E
L15	661.82	N 89°17'31" E
L16	460.96	N 89°15'18" E

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NORTHERN ARIZONA HEALTHCARE — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

13. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Scott Overton, Public Works Director
Co-Submitter:	Rebecca Sayers
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE

Downtown Snow Operations Discussion - Part 3 of 3

STAFF RECOMMENDED ACTION:

Review Downtown Snow Operations and discuss the program.

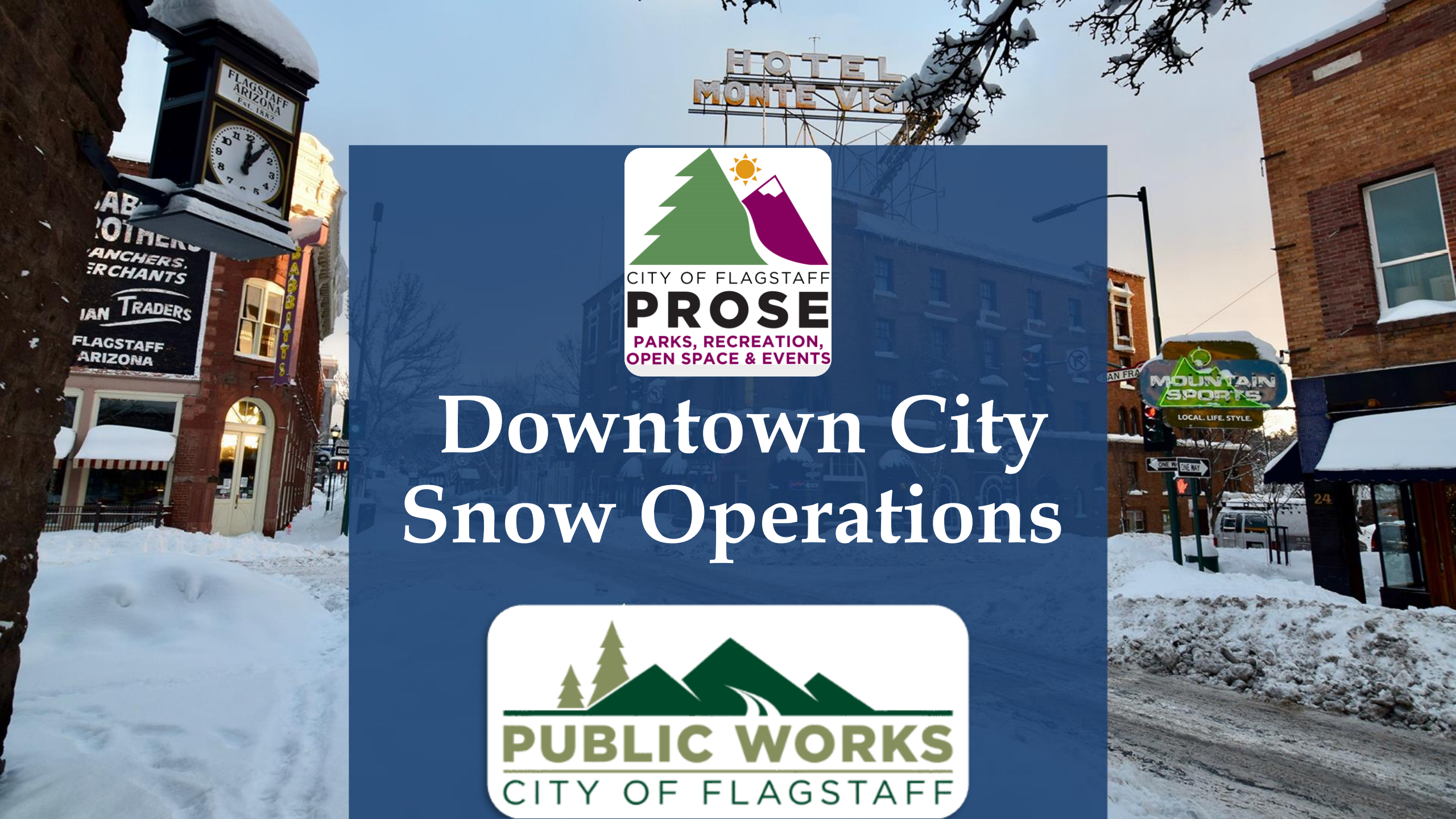
EXECUTIVE SUMMARY:

Over the past work sessions we have been focused on the snow operations of city public works and PROSE. This conversation is the final presentation and discussion of this series and will be focused on the downtown operations.

INFORMATION:

See the attached Power Point and presentation

Attachments: Presentation



CITY OF FLAGSTAFF
PROSE
PARKS, RECREATION,
OPEN SPACE & EVENTS

Downtown City Snow Operations

PUBLIC WORKS
CITY OF FLAGSTAFF

Part 3 – Downtown Snow Operations

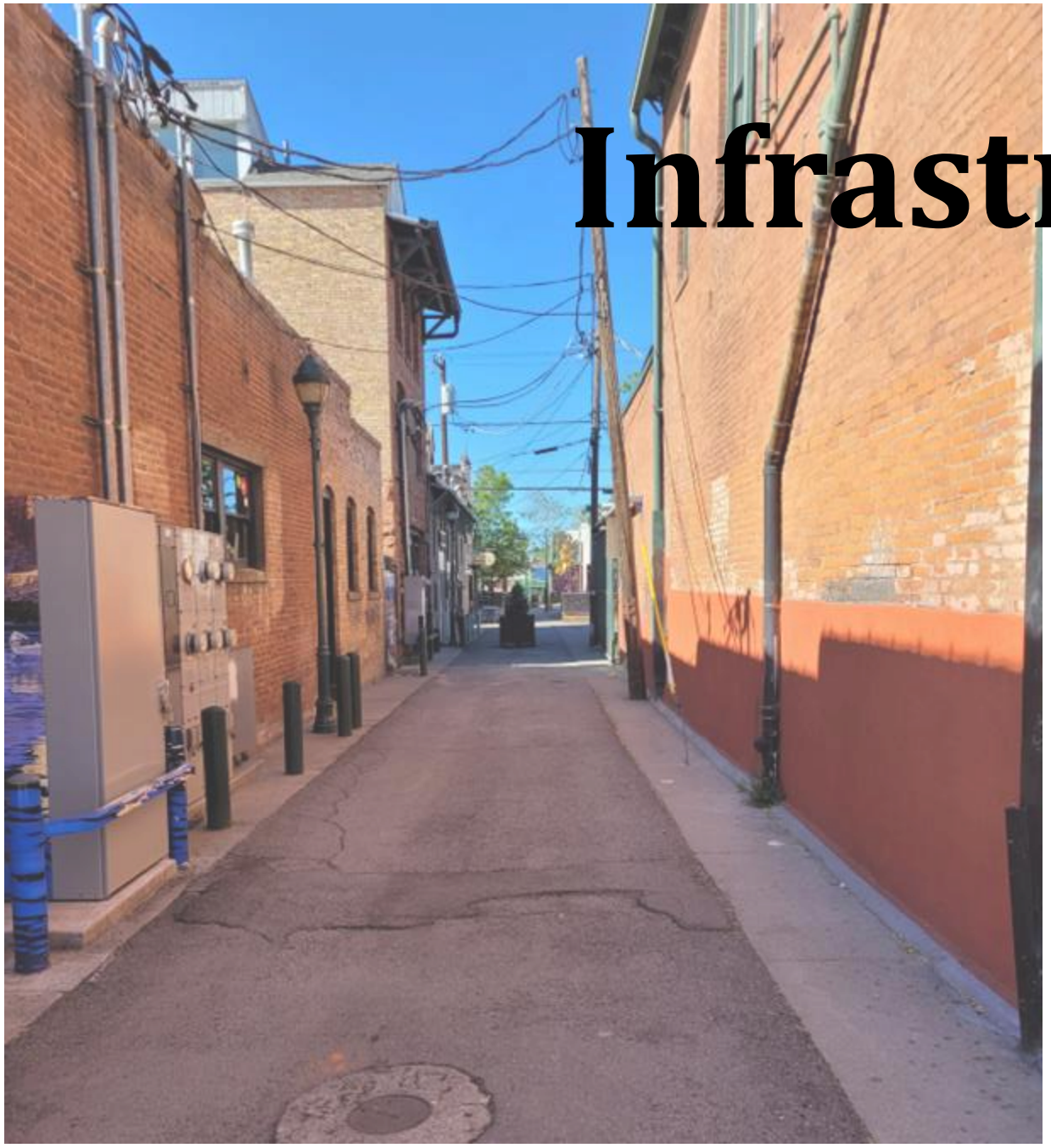
Discussion Intent -

1. Building upon Part 1 and 2
2. Understand the unique operation of downtown snow operations.
3. Discuss infrastructure limits and conditions during winter events.
4. Provide thoughts for discussion and seek comments and feedback from your observations or community contacts.

Infrastructure



Infrastructure





Infrastructure











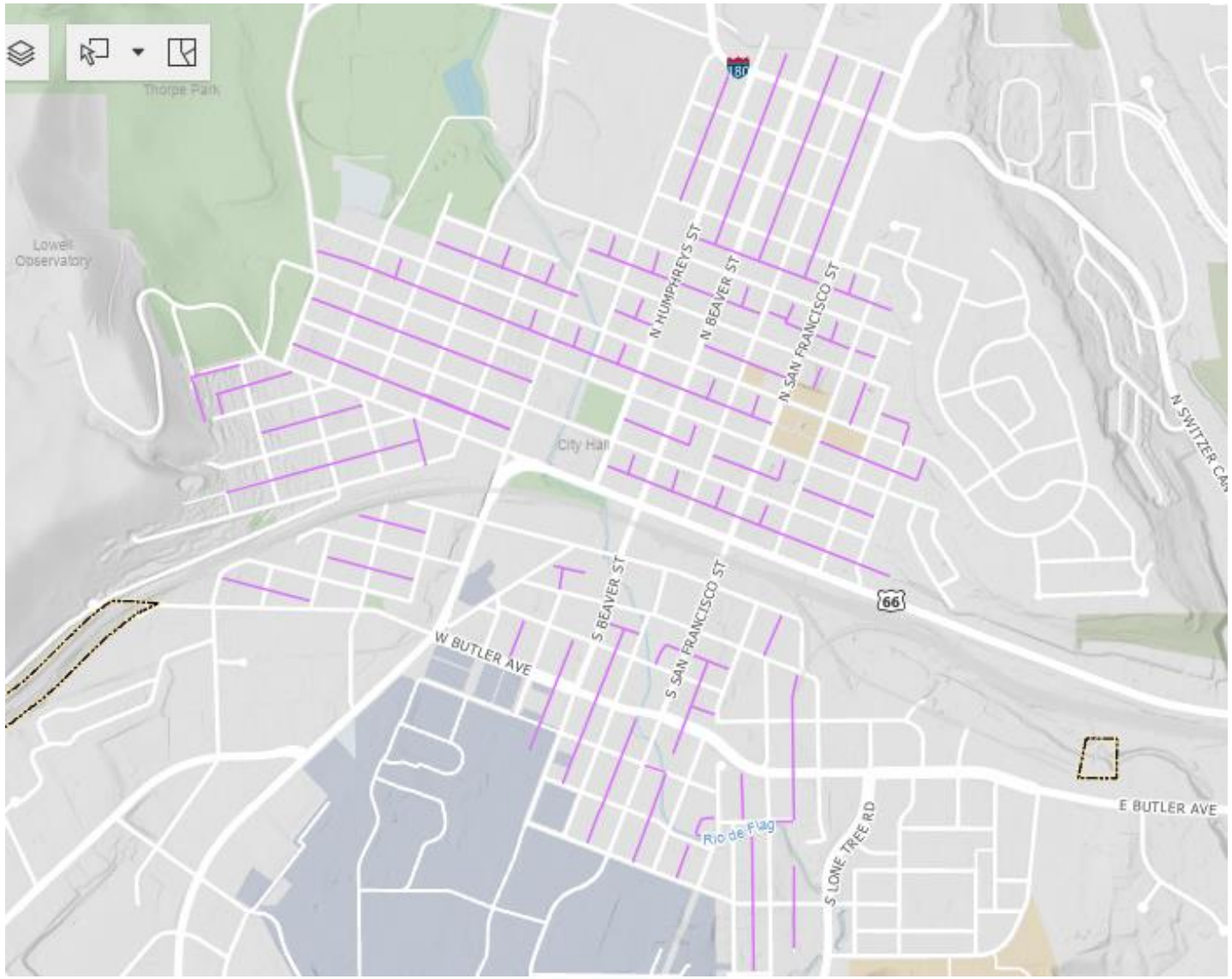
Infrastructure

Infrastructure





Downtown Alley Network



Snow Operations

Streets and Parks each play a unique role and choreograph complex operations to support the best snow operations as possible in the downtown core.

- Streets Operations – Roadways, intersections and parking stalls
- Parks Operations – Alleys, city parking lots, furnishings, parking garage ramp, and Heritage Square
- Both Sections – Removal and haul out operations

Post Storm Snow Operations

Conditions are monitored for impacts:

- Snow Storage
- Travel lane and Parking Impacts
- Freeze/Thaw and Icing issues
- Traction control and cindering
- Post storm sweeping and cleanup



Impacts and Concerns

- Pedestrian movement can be limited
- Reduced parking availability
- Icy conditions and drainage
- Single travel lane conditions
- Sweeping frequency and limitations
- Responsibility and understanding of common areas

Code Compliance

- An important element that requires good communication and cooperation.
- Focused season response and outcomes will be presented at the Fall update.
- Requires community participation and staffing



Action Plan

Shorter term -

- Pre-season kick off cooperators meeting
- Chemical de-icers or pre-treatment trials
- Coordination with DBA and business owners for best practices with Code Compliance, Park Flag and Police Dept.
- Focused volunteer efforts for pedestrian infrastructure
- Improved communications and operations coordination timing as possible

Action Plan

Mid term -

- Roof line gutter improvements and simple drainage
- Alley pavement surface improvements
- Plow and Sweeper advancements and equipment for urban core
- Develop downtown specific operations plan and support with resources
- Investigate Contracted services for alley operations

Action Plan

Longer term -

- Pedestrian corridors, activations and covered walks
- Dedicated hand crews or smaller equipment for micro-operations
- Chemical de-icer study and understanding for alley use and recommendations to best practices and implantation
- Drainage and Stormwater improvements

Communication and Coordination

Snow operations and winter weather can be challenging. City staff will continue to improve and focus on best practices to provide the highest level of service.

Staffing, equipment dedication and training is an essential element. Community coordination is desired for best success and a timely response to winter storms.



Disscussion

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Senior Deputy City Manager
Co-Submitter:	Dan Musselman, Chief of Police and Greg Clifton, City Manager
Date:	06/15/2023
Meeting Date:	06/20/2023

TITLE

Flagstaff Police Department (FPD) Policy on Human Exploitation and Trafficking

STAFF RECOMMENDED ACTION:

Inform City Council about the new policy on Human Exploitation and Trafficking

EXECUTIVE SUMMARY:

The City of Flagstaff hired LD Consulting to complete an assessment of the FPD vice crime related policies, procedures and practices, Memorandum of Understanding (MOU) and Task Force Agreements, and audio and video recording procedures. LD Consulting provided recommendations and this presentation will outline those recommendations and demonstrate how the new policy implements them.

An update will also be provided on the City's progress towards the City's Empowered Against Sexual Exploitation (CEASE) designation.

INFORMATION:

LD Consulting completed a Flagstaff Police Department policy assessment in December 2022. Their recommendations included updating the cross references between the vice policies and the FPD policy manual, addition of vice and prostitution policies, and handling of undercover audio/visual evidence. In addition to the policy references provided by LD Consulting the City researched other related policies for review and consideration.

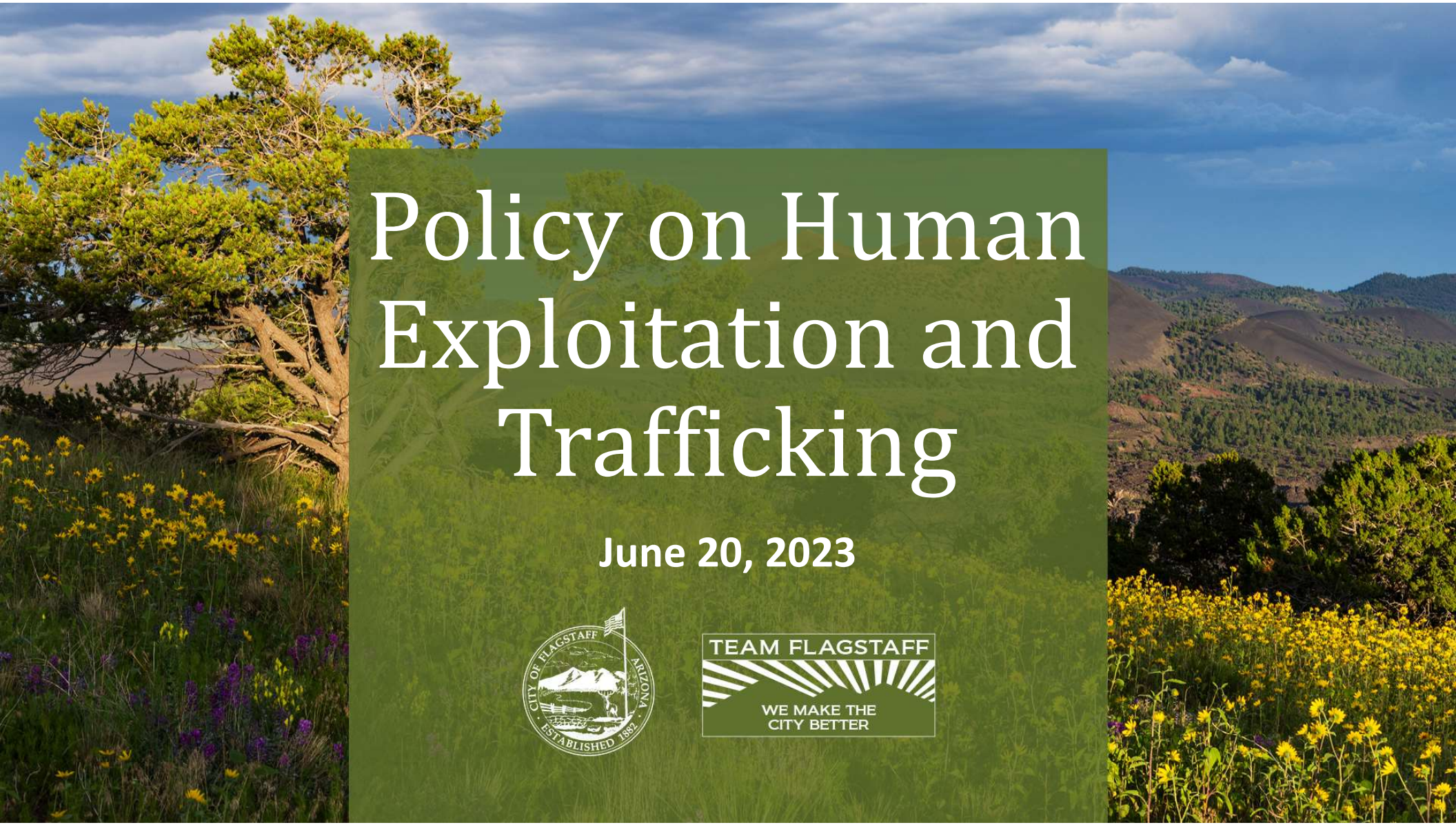
The City also consulted with the Arizona Anti-Trafficking Network and Flagstaff Initiative Against Trafficking staff members requesting their feedback and input into the policy.

This policy establishes guidelines to conduct investigations related to prostitution, human trafficking, public sexual activity offenses, and other criminal activity involving massage parlors and escort services. The policy includes definitions, qualifications and responsibilities of assigned personnel, operational plans, and approval processes.

To support anti-trafficking the City began educating all City employees on how to identify and report human trafficking. According to the National Trafficking Hotline, in 2021 Arizona ranked 13th in the country with 651 reports of human trafficking tips. These latest numbers show officials identified 217

cases and 337 victims. This training is key for all of us to understand what we can do to be part of the solution to end human trafficking. Seventy-five percent of the City of Flagstaff organization must complete the CEASE Arizona 2023 Flagstaff training in order to receive the CEASE City designation.

Attachments: Presentation


Policy on Human Exploitation and Trafficking
June 20, 2023
CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Background

- Flagstaff Police Department policy assessment completed by LD Consulting in December 2022
- Goals of assessment
  - Effort to evaluate and improve operations
  - Promote organizational transparency to the community
  - Review of information related to vice crime enforcement
- Recommendations
  - Revise cross references in FPD Policy Manual
  - Addition of vice and prostitution policies
  - Refer to evidence.com for undercover audio/visual evidence
- Pursue CEASE City designation

Policy Recommendation

- Research of other agency policies and feedback from Arizona Anti-Trafficking Network and Flagstaff Initiative Against Trafficking (FIAT)
- Creation of Human Exploitation and Trafficking (HEAT) policy establishes guidelines to conduct investigations
  - Prostitution
  - Human Trafficking
  - Public Sexual Activity Offenses
  - Other Criminal Activity involving Massage Parlors and Escort Services

Policy Creation

- Create a common understanding through definitions of escort, escort agency, human trafficking, massage parlor, prostitution, and victim centered approach
- Identifies qualifications for personnel assigned to HEAT investigations
- Requires Police Chief approval and notification to the City Manager's Office prior to a HEAT investigation
- Limits covert or undercover investigations to instances where other investigative tools are not practical

Policy Creation

- Requires an Operational Plan to be created and approved by chain of command to
  - Ensure HEAT operations have safe and effective operational guidelines
  - Minimize the risks to the public and Law Enforcement personnel
- Undercover members shall not
  - Commit a criminal offense to hide he/she is a Law Enforcement Officer
  - Disrobe during an investigation
  - Engage in any type of sexual activity

Policy Creation

- Undercover members will
  - Confirm they are comfortable with the operational plan before being assigned to the operation
  - Disengage immediately from any unsolicited touching of a sexual nature
  - Interview those involved to identify any possible human trafficking victims and request advocates to assist on scene
  - Enter evidence within 24 hours of coming into possession

CEASE Designation

- Training began on April 7, 2023
- Designation requires 75% of employees to receive CEASE training created by CEASE Arizona
- In-person training in Police and Fire Departments
- Online training for all City staff

Questions


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882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WE MAKE THE
CITY BETTER