

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
APRIL 16, 2024

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

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

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

Verbal public comments not related to items appearing on the posted agenda may be provided during the "Open Call to the Public" at the beginning and end of the meeting and may only be provided in person.

Verbal public comments related to items appearing on the posted agenda may be given in person or online and will be taken at the time the item is discussed.

To provide online verbal comment on an item that appears on the posted agenda, use the link below.

[ONLINE VERBAL PUBLIC COMMENT](#)

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

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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. OPEN CALL TO THE PUBLIC

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. COUNCIL LIAISON REPORTS

6. APPOINTMENTS

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

A. Consideration of Appointments: Open Space Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring April 2027.

7. CONSENT AGENDA

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

A. Consideration and Approval of Contract: Construction Contract for Boulder Pointe Traffic Calming Improvements.

STAFF RECOMMENDED ACTION:

1. Approve the construction contract with Summit Construction Company, LLC ("Contractor") in the amount of \$427,863.00 and a contract time duration of 180 calendar days.
2. Approve a contract allowance of \$13,847.00 which is 7.5% of the Engineer's Estimate of Probable Cost.
3. Approve Change Order Authority to the City Manager in the amount of \$42,786.30 (10% of the contract amount, less allowance); and
4. Authorize the City Manager to execute the necessary documents.

B. Consideration and Approval of Contract: Approve the First Amendment to the Cooperative Purchase Contract with Pride Outfitting, LLC to upfit/outfit emergency equipment on an additional six patrol vehicles in an amount not to exceed \$138,454.34.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Cooperative Purchase Contract with Pride Outfitters, LLC to upfit/outfit emergency equipment on an additional six patrol vehicles in an amount not to exceed \$138,454.34; and
2. Authorize the City Manager to execute all the necessary documents.

- C. **Consideration and Approval of Contract:** Approve the First Amendment for Services with Sedona Protective Services, LLC dba Southwest Protective Services to add security services to City Libraries and City Hall.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment for Services with Sedona Protective Services, LLC dba Southwest Protective Services to add security services to City Libraries and City Hall in a total amount not to exceed \$122,360.00; and
2. Authorize the City Manager to execute the necessary documents.

- D. **Consideration and Ratification of Letter of Support:** Foundation for Senior Living's request for funding to Senator Sinema's Office.

STAFF RECOMMENDED ACTION:

Ratify the letter of support submitted to Senator Sinema's Office on behalf of the Foundation for Senior Living and the affordable housing projects they are planning to construct in downtown Flagstaff.

8. ROUTINE ITEMS

- A. **Consideration and Adoption of Ordinance No. 2024-09:** 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, Section 1-70-020 Employee Wellness and 1-50-039 Purchase Day Program; providing for repeal of conflicting ordinances; severability; authority for clerical corrections; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-09 by title only for the final time
2. City Clerk reads Ordinance No. 2024-09 by title only (if approved above)
3. Adopt Ordinance No. 2024-09

- B. **Consideration and Adoption of Ordinance No. 2024-11:** An ordinance of the City Council of the City of Flagstaff amending Flagstaff City Code, Chapter 1-14, Personnel System, Section 1-14-001-0006, Employee Advisory Committee, Subsection 1-14-001-0006.1, Definitions, and the Employee Handbook of Regulations, Section 1-10-070, Employee Advisory Committee; providing for repeal of conflicting ordinances; severability; authority for clerical corrections; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-11 by title only for the final time
2. City Clerk reads Ordinance No. 2024-11 by title only (if approved above)
3. Adopt Ordinance No. 2024-11

- C. **Consideration and Adoption of Ordinance No. 2024-12:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0002 Specific Speed Limits; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-12 by title only for the final time
2. City Clerk reads Ordinance No. 2024-12 by title only (if approved above)
3. Adopt Ordinance No. 2024-12

- D. **Consideration and Adoption of Resolution No. 2024-15 and Ordinance No. 2024-13:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona declaring as a public record that certain document filed with the City Clerk entitled "2024 Amendments to Flagstaff City Code, Title 13, Engineering Design and Standards and Specifications for New Infrastructure." and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona amending the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-15
2. Read Ordinance No. 2024-13 by title only for the final time
3. City Clerk reads Ordinance No. 2024-13 by title only (if approved above)
4. Adopt Ordinance No. 2024-13

9. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2024-18:** A resolution of the Flagstaff City Council, authorizing the acquisition of real property interests necessary for the Lone Tree Overpass Project, a public use; providing for delegation of authority, condemnation authority, repeal of conflicting resolutions, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-18 by title only
2. City Clerk reads Resolution No. 2024-18 by title only (if approved above)
3. Adopt Resolution No. 2024-18

- B. **Consideration and Adoption of Ordinance No. 2024-14:** An ordinance of the City Council of the City of Flagstaff, ratifying the grants of easements and real property; and formally accepting grants of easements and real property; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the April 16, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-14 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-14 by title only (if approved above)

At the May 7, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-14 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-14 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-14

- C. **Consideration and Approval of Cooperative Agreement:** A Cooperative Agreement between the City of Flagstaff and Flagstaff Metropolitan Planning Organization for the purposes of a cash advance fund.

STAFF RECOMMENDED ACTION:

Approve the Cooperative Agreement between the City of Flagstaff and Flagstaff Metropolitan Planning Organization for the purposes of a cash advance fund.

- D. **Consideration and Adoption of Resolution No. 2024-19:** A resolution of the Flagstaff City Council adopting a notice of intention to increase water, sewer, and reclaimed water rates or rate components, fees, or service charges; and setting a public hearing date on June 18, 2024.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-19 by title only
2. City Clerk reads Resolution No. 2024-19 by title only (if approved above)
3. Adopt Resolution No. 2024-19

10. DISCUSSION ITEMS

- A. Land Availability and Suitability Study and Code Analysis Project (LASS+CAP) Project Update and Discussion

STAFF RECOMMENDED ACTION:

Discussion item only

11. FUTURE AGENDA ITEM REQUESTS

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

- A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Matthews to place on a future agenda a discussion regarding the process for selecting the Vice Mayor.

STAFF RECOMMENDED ACTION:

Council Direction

12. OPEN CALL TO THE PUBLIC

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

14. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2024.

Stacy Saltzburg, MMC, City Clerk

THE CITY OF FLAGSTAFF ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 213-2076 or email at stacy.saltzburg@flagstaffaz.gov to request an accommodation to participate in this public meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Flagstaff makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Flagstaff City Council meetings are live-streamed and recorded and may be viewed on the City of Flagstaff's website. If you permit your child to attend/participate in a televised Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration of Appointments: Open Space Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring April 2027.

Executive Summary:

The Open Space Commission consists of six at-large members whom shall be appointed by the City Council and one designee from the Planning and Zoning Commission. There is one vacancy due to an expired term. The commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land. It is important to fill vacancies on Boards and Commissions quickly to allow the Commission to continue meeting regularly. The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicants stated they may contribute to this commitment.

There are **four (4)** applications on file for consideration by the Council, they are as follows:

- Christopher Hogan (new applicant)
- **William Kluwin (new applicant)**
- Molly Lesandrini (new applicant)
- Chelita Borbon Runbeck (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Vice Mayor Aslan

Financial Impact:

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

Policy Impact:

None.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

10-Year Housing Plan

Connect 2.2: Encourage community organizations such as the local Continuum of Care to continue to integrate equity into programs and policies.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Appoint one Commissioner: By appointing one member at this time, the Open Spaces Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

Community Involvement:

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

Expanded Options and Alternatives:

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

Attachments: Open Space Commission Authority

CHAPTER 2-20 OPEN SPACES COMMISSION

SECTIONS:

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

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

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

2-20-001-0002 TERMS OF OFFICE:

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

2-20-001-0003 DUTIES:

- A. It shall be the Commission's duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.
- B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an Open Spaces Long Range Management Plan and policies to provide broad, long-term direction for planning and decision making for the lands designated as Urban Open Space Management Area in

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

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

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

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

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

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

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

1. Program goals, management decision-making processes, and implementation techniques for resource preservation.
2. Policies to provide the framework for more issue- or site-specific planning and implementation.
3. Criteria for the acquisition of lands that are consistent with open space goals and policies set forth in the Open Spaces Long Range Management Plan.
4. Plans for the management of the open spaces to achieve the goals of the Open Spaces Long Range Management Plan using such studies and data as property inventories, the nature and significance of the natural and cultural resources, plant and animal species ecosystems, existing uses and conditions, and interactions and connections between natural areas and between developed and undeveloped areas.

5. Developing, identifying, and recommending the use of various methods, such as intergovernmental agreements, rights-of-way for access, and grants, to assure protection of critical open space lands.
6. Policies to monitor, maintain, enhance, and restore, where necessary, natural and cultural resources, uses, accesses, trails, and facilities.
7. Public participation, education, and interpretive programs.

2-20-001-0005 MEETINGS; ATTENDANCE:

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

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

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

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: David Lemcke, Transportation Engineer Associate
Co-Submitter: Trevor Henry
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Approval of Contract: Construction Contract for Boulder Pointe Traffic Calming Improvements.

STAFF RECOMMENDED ACTION:

1. Approve the construction contract with Summit Construction Company, LLC ("Contractor") in the amount of \$427,863.00 and a contract time duration of 180 calendar days.
2. Approve a contract allowance of \$13,847.00 which is 7.5% of the Engineer's Estimate of Probable Cost.
3. Approve Change Order Authority to the City Manager in the amount of \$42,786.30 (10% of the contract amount, less allowance); and
4. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The contract award of \$427,863.00 is proposed to complete traffic calming improvements within the Boulder Pointe neighborhood which includes the construction of two (2) traffic circles and curb extensions along University Avenue and raised pedestrian crossings at Highland Mesa Road and Ax Handle Way and Woody Way and Ax Handle Way. Two (2) additional traffic circles on Woodland Drive, within the Pine Knoll neighborhood, are also included in this project. Construction is scheduled to begin in summer 2024, with an estimated completion by the end of the year.

Financial Impact:

The Project is funded with \$486,700.00 from the FY2023-24 and FY2024-25 Roadway, Pedestrian, Bicycle and Safety Improvements Fund (Account # 048-10-119-3518-6).

Policy Impact:

No impact.

Previous Council Decision or Community Discussion:

The Boulder Pointe Traffic Calming Improvements were brought to Council in December 2022 in response to a citizen petition requesting *"City Council direct staff to continue working with residents to develop an expanded system of traffic calming features in Boulder Pointe."* Council ultimately directed staff to continue with the current design plan for the traffic calming improvements and bring the project to construction.

Options and Alternatives to Recommended Action:

1. Approve the contract award as recommended. Approval will allow work on the Project to move forward in the summer of 2024; or
2. Reject all bids. This action would delay the Project. If rejection occurs, possible options include:
 - a. Re-solicit the Project at a later date; or

- b. Suspend or cancel the Project.**

Background and History:

Speeding has been a concern along University Avenue in Boulder Pointe since 2007. The segment of roadway qualifies for traffic calming based on the Residential Traffic Management Guide. Staff worked closely with the neighborhood to develop the current traffic calming plans, several trials have been conducted to evaluate how the plans will mitigate speeding, and the project has been discussed at the Transportation Commission on nine (9) different occasions. The Transportation Commission approved the plans for construction in February 2023.

Woodland Drive has also had speeding concerns since 2015, and qualifies for traffic calming measures based on the Residential Traffic Management Guide. Temporary traffic circles were implemented on this roadway at Maricopa Street and Trails of the Woods, and they successfully reduced the speeds along Woodland Drive. The Woodland Drive traffic circles have been brought to the Transportation Commission in December 2020 and October 2021. A neighborhood meeting was held in September 2023 to communicate to the neighborhood that the circles would be included in the Boulder Pointe Traffic Calming Improvements project and to gather feedback on the design. The inclusion of the project with the Boulder Pointe improvements was then brought to Transportation Commission in October 2023. The Woodland Drive traffic circles are included in the Boulder Pointe Traffic Calming Improvements project to save costs on construction and mobilization.

In the Summer of 2023, the project was advertised through the City's Job Order Contractors (JOCs). Proposals received were twice the project budget and therefore the proposals were rejected. In order to find a more competitive bid, an Invitation for Bids (IFB) solicitation was pursued.

The Purchasing section posted an IFB solicitation for construction on January 29, 2024, on the PlanetBids.com website. There were two (2) bids received on the opening date of February 27, 2024 (bid summaries are identified in the Expanded Financial Considerations section below). After reviewing all bids received, Staff determined that Summit Construction Company, LLC as the lowest responsive and responsible bidder.

Connection to PBB Priorities and Objectives:

Sustainable, Innovative Infrastructure: Provide, manage, and maintain effective infrastructure for multimodal and active transportation

Deliver outstanding services to residents through a healthy, well-maintained infrastructure system

Connection to Regional Plan:

Policy T.1.3. Transportation systems are consistent with the place type and needs of people.

Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.

Connection to Carbon Neutrality Plan:

DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Connection to 10-Year Housing Plan:

Not Applicable.

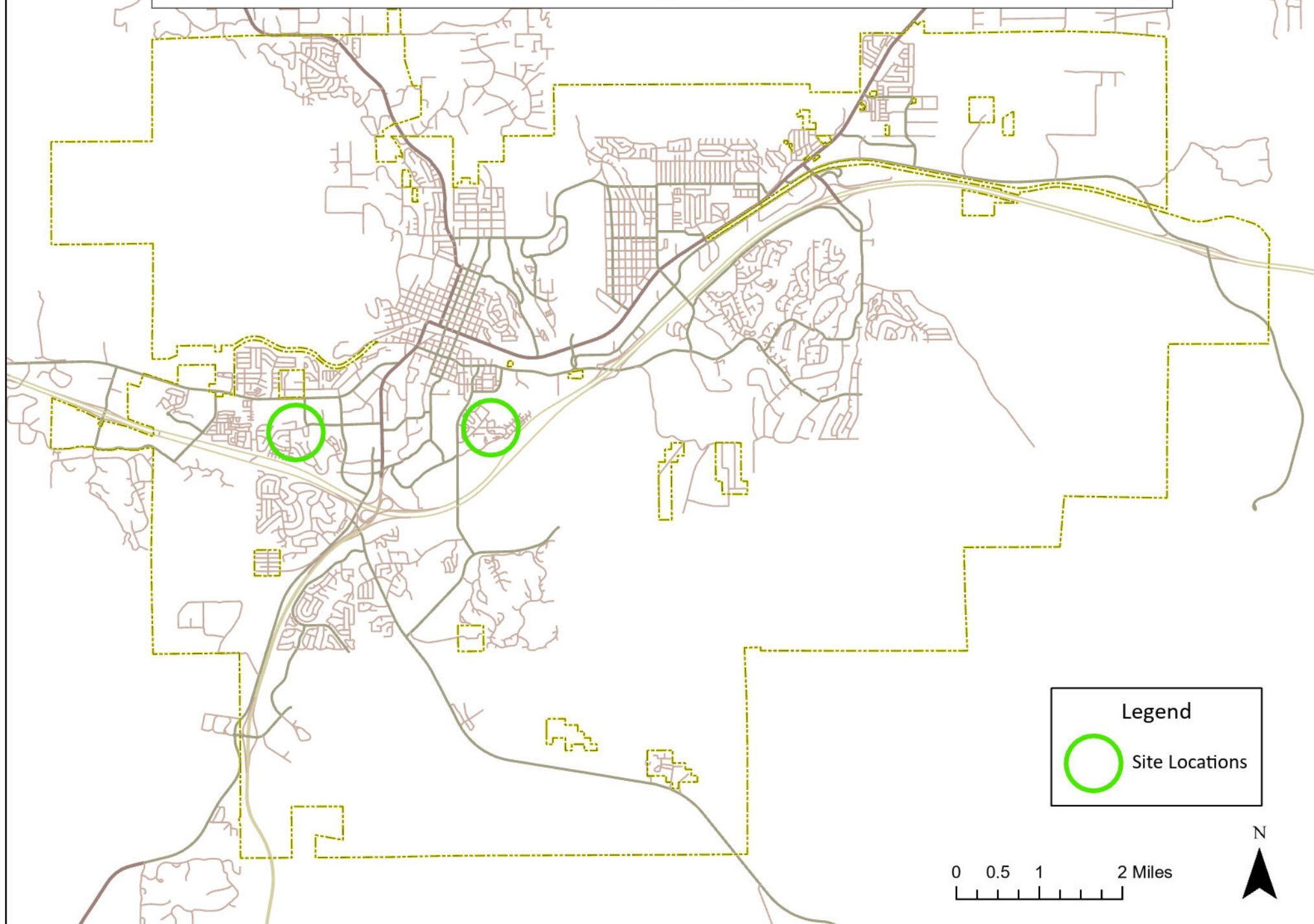
Attachments: [Boulder Pointe Traffic Calming_Context Map](#)
[Boulder Pointe Traffic Calming_Vicinity Maps](#)
[Allowance Justification Form](#)
[Contract 2024-95](#)

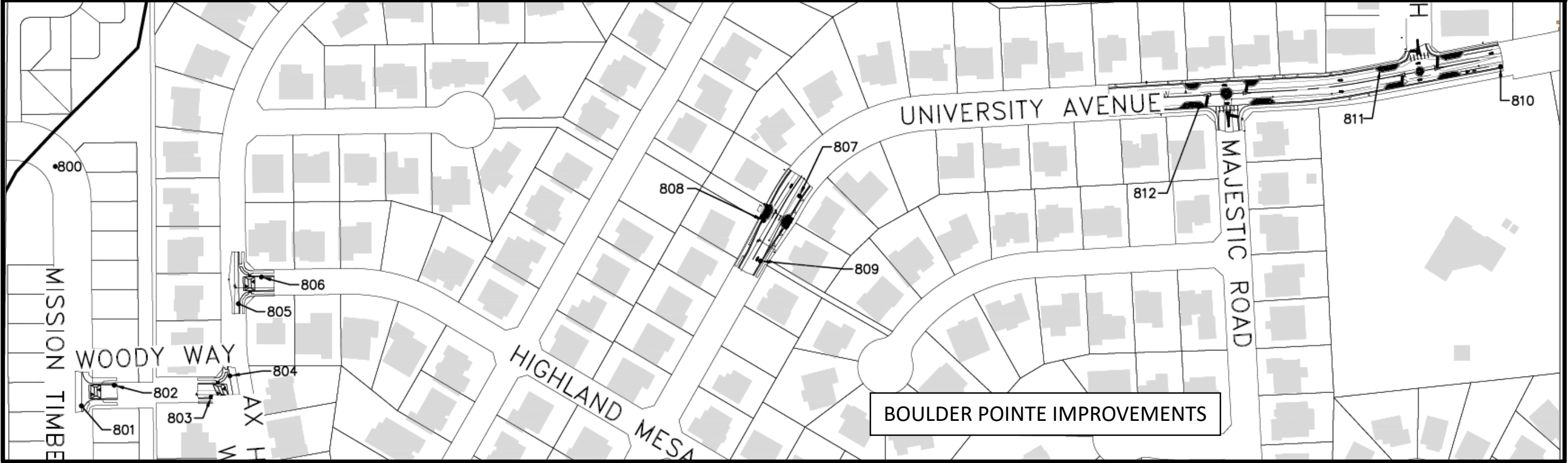
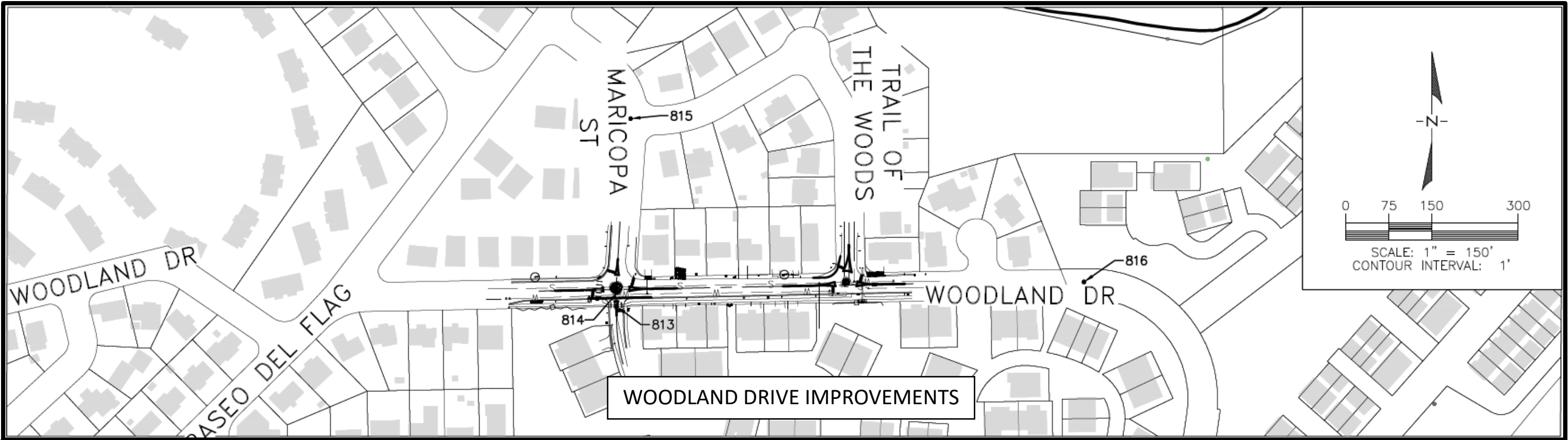
Exhibit A - Special Provisions Boulder Pointe 122805

Exhibit B - Revision to MAG

Exhibit C - Bid Schedule Boulder Pointe

Boulder Pointe Traffic Calming Improvements Context Map





Boulder Pointe Traffic Calming Improvements Project Vicinity Maps



CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION

- ☒ **CONTRACT ALLOWANCE**
☒ **ADMINISTRATIVE CHANGE ORDER**

PROJECT NO. ST 3518 **PROJECT NAME** Boulder Pointe Traffic Calming
FILE NO. _____ **PROJECT MANAGER** David Lemcke
CONTRACTOR Summit Construction Company, LLC

PROJECT DESCRIPTION

The Boulder Pointe Traffic Calming Project includes traffic circles, curb extensions, and raised crossings. Additional traffic circles on Woodland Dr are also included in this project with the same improvements.

JUSTIFICATION FOR USE & AMOUNT

Contract	Administrative Change
Allowance Amount <u>\$ 13,847.00 (7.5%)</u>	Order Amount <u>\$ 42,786.30 (10%)</u>

Justification

Request is to provide an allowance to accommodate unanticipated and/or unforeseen issues and for quantity adjustments. Plan quantities are considered accurate but final quantities are measured during construction. The contractor must be compensated for actual quantities of work (MAG 102.3). Quantities often change because of unknown and/or necessary field changes. Without an allowance, project work may need to be suspended until an agenda item can be brought before Council for consideration and approval. An allowance will provide needed flexibility in delivery of improvements, minimizing negative impacts to the community during construction. Any additional quantities needed do become an asset of the City and any unused fund allocation is returned to the program fund.



COST / BUDGET / FUNDING SOURCE ANALYSIS

Contract	Administrative Change
Allowance Amount <u>\$ 13,847.00 (7.5%)</u>	Order Amount <u>\$ 42,786.30 (10%)</u>

Justification

Allowance request is 7.5% of the Engineer's Cost Estimate and Change Order Amount is 10% of the \$427,863.00 low bid from Summit Construction Company, LLC. The Project is funded with \$486,700.00 from the FY24 and FY25 Roadway, Pedestrian, Bicycle and Safety Improvements Fund (Account # 048-10-119-3518-6). The budget accommodates design, construction estimated costs, permitting, testing and inspection, soft costs, and Capital Improvements project management costs.

APPROVALS

Project Manager	<u></u>	<u>David Lemcke</u>	<u>3/6/2024</u>
Section Head	<u></u>	<u>Trevor Henry</u>	<u>3/6/2024</u>
Division Head	_____	<u>Paul Mood</u>	<u>3/7/2024</u>
	Signature		Date

CONSTRUCTION CONTRACT #2024-95

City of Flagstaff, Arizona and Summit Construction Company, LLC

This Construction Contract ("Contract") is made and entered into this ____ day of _____, 2023, by and between the City of Flagstaff, a political subdivision of the state of Arizona ("Owner"), and Summit Construction Company, LLC, an Arizona limited liability company ("Contractor"). Owner and Contractor may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Owner desires to obtain construction services ("Services"); and
- B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities for the **Boulder Pointe Traffic Calming Improvements** ("Project"). The Project scope is specific to the attached Special Provisions ("Exhibit A"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents ("Engineer"), including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

- 1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between Contractor and the Engineer at a location identified by the Owner. The purpose of the Conference is to outline specific construction items and procedures that the Owner feels require special attention on the part of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this Conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City Revisions of MAG Standard Specifications for Public Works Construction ("Exhibit B"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in

this Contract by reference, plans, and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders, and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications, and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

- | | | |
|-----|--|-----------|
| 2.1 | Special Provisions | Exhibit A |
| 2.2 | Revisions of MAG Standard Specifications for Public Works Construction (“Flagstaff Addendum to MAG”) | Exhibit B |
| 2.3 | Bid Schedule | Exhibit C |

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **FOUR HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS AND ZERO CENTS (\$427,863.00)** to Contractor for work and materials provided in accordance with the Bid Schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.3 As authorized by A.R.S. § 34-221, progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.4 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.5 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner’s receipt and acceptance of: Contractor’s Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all

subcontractors and suppliers who have filed an Arizona Preliminary Twenty Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **ninety (90) calendar days** from the date of the Owner's Notice to Proceed, free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes, and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of Contractor and not caused by any wrongful act or negligence of Contractor shall entitle Contractor to an extension of time equal to the delay so caused. Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in this Contract.

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified within this Contract, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence, or in any other form, which in the Owner's judgment might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, Contractor agrees to remove from the Premises within twenty-

four (24) hours of termination all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to Contractor shall be discharged by such termination, except the obligation to pay to Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials, and supplies belonging to Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area, or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.).

11. Maintenance During Winter Suspension of Work.

11.1 A “Winter Shutdown” is the period of time typically including December through March during which no work will be performed by any person or entity (including but not limited to Contractor) on the Project and Contractor shall shutdown, properly insulate, and shelter the Project in a safe and workmanlike manner pursuant to local, state, and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner’s sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason*, on the Project. The Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order, or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the time frame, the Owner will accomplish the work and deduct the cost from monies due or that become due to Contractor.

11.2 The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of Contractor during the Winter Shutdown. All costs associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner, and no delegation of any duty of Contractor shall be made without prior written consent of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the assignee shall include and subject to the assignee all obligations, terms, and conditions of this

Contract and that Contractor shall also remain liable under all obligations, terms, and conditions of this Contract.

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

If to Owner:

Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov

If to Contractor:

Michael Herlihy
Manager
Summit Construction Company, LLC
5004 S. Opal Rd.
Flagstaff, AZ 86005
michael@summitcc.biz

With a Copy to:

David Lemcke
Transportation Engineer Associate
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
David.Lemcke@flagstaffaz.gov

14. Contract Violations. In the event that any of the provisions of this Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances, and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to Contractor. If termination occurs under this Section, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on

Contractor's Specifications (Scope & Cost Estimation), less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, save, and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnatee") from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees, but only to the extent caused by the recklessness or intentional wrongful conduct of Contractor, subcontractor, or design professional, or other persons employed or used by Contractor, subcontractor, or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in this Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other Party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except through a formal written amendment or a written change order, approved by the Owner's Change Order Committee, signed by duly authorized representatives of the parties, which directs Owner or Contractor, to make alterations to the original Contract.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations, and governmental requirements in the performance of this Contract.

22. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

23. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

24. Attorneys' Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

25. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified is critical to the Owner, time being of the essence of this Contract.

26. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

27. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

28. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

29. Records. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Contractor's records related to this Contract. Contractor shall retain all records related to this Contract for a period consistent with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

30. Force Majeure.

30.1 There may be events that occur during the term of this Contract that are beyond the control of both the Owner 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 this Contract.

30.2 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 Owner shall not pay additional costs incurred by Contractor as a result of such Events.

30.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and 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.

31. 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 (\$100,000.00), 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.

32. Modification to Contract. This 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.

33. 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 Contractor becomes aware during the term of the Contract that Contractor is not in compliance with the written certification, Contractor shall notify the Owner within five (5) business days after becoming aware of the noncompliance. If Contractor does not provide the Owner with a written certification that Contractor has remedied the noncompliance within 180 days after notifying the Owner 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.

34. Authority. Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

**Contractor, Summit Construction
Company, LLC**

Greg Clifton, City Manager

Signature

Attest:

Printed Name

City Clerk

Title

Approved as to form:

City Attorney

Last Updated January 29, 2024

**CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND**

PROJECT NAME: Boulder Pointe Traffic Calming Improvements

PROJECT NUMBER: ST3518

BID NUMBER: 2024-95

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the "Principal"), as Principal, and, _____
_____, a corporation
organized and existing under the laws of the State of _____, with its
principal office in the City of _____ (hereinafter called the "Surety"), as
Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the
"Obligee"), in the amount of _____ Dollars
(\$_____) for the payment whereof, the said Principal and Surety bind
themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated
this _____ day of _____, 20____, to the City of Flagstaff, which Contract is
hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

Now, therefore, the condition of this obligation is such, that if the Principal promptly pays
all monies due to all persons supplying labor or materials to the Principal or the Principal's
subcontractors in the prosecution of the work provided for in the Contract, this obligation is void.
Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter
2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in
accordance with the provisions, conditions, and limitations of said Title and Chapter, to the same
extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20____.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

Agency of Record

Agency Address

Last Updated January 29, 2024

**CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND**

PROJECT NAME: Boulder Pointe Traffic Calming Improvements

PROJECT NUMBER: ST3518

BID NUMBER: 2024-95

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the "Principal"), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____
_____, with its principal office in the City of _____
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff,
Arizona (hereinafter called the "Obligee"), in the amount of _____
_____ Dollars (\$_____) for the payment whereof, the said Principal
and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee,
dated this ____ day of _____, 20__ in the City of Flagstaff, which
Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

Now, therefore, the condition of this obligation is such, that if the Principal faithfully
performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the
Contract during the original term of the Contract and any extension of the Contract, with or
without notice to the Surety, and during the life of any guaranty required under the Contract, and
also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of
all duly authorized modifications of the Contract that may hereafter be made, notice of which
modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it
remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined

in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20__.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

Agency of Record

Agency Address

Last Updated January 29, 2024

SPECIAL PROVISIONS
BOULDER POINTE TRAFFIC CALMING PROJECT
PREPARED BY WOODSON ENGINEERING & SURVEYING, INC.
CITY OF FLAGSTAFF PROJECT NO. XX

INTRODUCTION

Modifications to the MAG Specifications, Arizona Department of Transportation Specifications (ADOT), and to the Preceding General Provisions are made in the Special Provisions and take precedence over the MAG and ADOT Specifications and the General Provisions. Where there is no conflict between MAG Specifications, ADOT Specifications and the General Provisions, the Special Provisions are to be construed as being additions to the Specifications. In cases of conflict between the other Specifications and the Special Provisions, the Special Provisions are to be construed as supplanting only the conflicting portions of the other Specifications.

**MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION AND THE GENERAL PROVISIONS ARE HEREBY AMENDED TO
INCLUDE THE FOLLOWING:**

PART 100 – GENERAL CONDITIONS

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:

Revise the second paragraph to read:

The bidder shall examine the site of the proposed work and all documents pertaining to the work. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is familiar with the character, quality and quantity of the work to be performed and material to be furnished.

SECTION 104 – SCOPE OF WORK

104.1 WORK TO BE DONE

104.1.1 General

(revise to include the following)

The Boulder Pointe Traffic Calming Project generally includes the following components:

- Construction of paving, curbing, sidewalk, striping, and signage at the University Avenue intersections at Majestic Road and Tombaugh Way
- Construction of paving, curbing, sidewalk, ADA ramps, striping, and signage at 1970 University Avenue.
- Construction of paving and striping at the intersections of Highland Mesa Road at Ax Handle Way, Ax Handle Way at Woody Way, and Woody Way at Mission Timber

Circle.

104.1.2 MAINTENANCE OF TRAFFIC

(revise to include the following)

The detailed traffic control plan shall be submitted by the Contractor to The Community Development Program and approved by the City of Flagstaff prior to the start of work. The plans shall include provisions for access to all adjacent private properties within the project area. Through advance written notice and coordination with the City's Project Representative and the property owners, the Contractor may temporarily limit a vehicular or pedestrian access to a property only if acceptable alternate access is provided.

The Contractor shall be required to provide no less than one (1) week advance written notice of all street closures and traffic restrictions, and commencement of construction activity to all affected property owners, business owners, residents, and the surrounding neighborhood as well as to the Engineer. The City Representative will indicate the limits of the notification. The notice shall include the projected date, and duration of the closure and alternate detour routes. Each notice shall include the Contractor's name, contact person and local telephone number as well as the Owner's name and telephone number.

Existing pedestrian and bicycle facilities shall be continued through or detoured around the construction zone.

Special Access Requirements:

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent businesses at all times during their hours of operations. This includes any home-based businesses within the residential area. Access to all residential driveways shall be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, business, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary residential or business access cannot be restored, the Contractor shall provide an alternative, which will be coordinated with the resident/business and pre-approved by the Owner prior to any restrictions being implemented. The contractor shall coordinate work with the owners so that business access is not impeded.

Sanitation Pickup:

Regular sanitation pickup in the area of this project is scheduled regularly. When construction activity interferes with sanitation pickup, the Contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is acceptable. Contact the Solid Waste Services of the Public Works Department at 928-213-2110.

Traffic Control and Safety:

At the time of the Pre-construction Conference, the Contractor shall designate an employee, other than the Project Superintendent, who is well qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic. The contractor shall designate and provide the contact information of one person who shall be available during non-construction hours in case of any traffic control and/or safety items that need to be handled in an urgent manner. This

representative must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice per Section 105 of MAG including nights, weekends and holidays. Traffic control shall include pedestrian as well as vehicle traffic.

Public Involvement:

At the time of the Pre-construction Conference, the Contractor shall designate an employee who is responsible for coordination with the public, including but not limited to property owners, business owners, and tenants. This person shall be qualified and experienced in public coordination during a construction project and shall be available during all periods of construction to coordinate construction work with businesses and residents and address any issues. The Contractor shall schedule night and weekend work as needed to reduce construction impacts to residents and businesses.

Emergency Access:

All roadway closures shall be coordinated by the Contractor with the City's Project Representative at each weekly meeting or at least 72 hours in advance of the roadway closures. The Contractor shall submit the street closure information to the Fire Department and Police Department.

U.S. Postal Service Access:

The Contractor shall be responsible for maintaining access for Postal Service within the project area at all times. The Contractor shall coordinate this work to avoid interruption of mail service. Mailboxes shall be protected in place. Should an existing mailbox be damaged by construction activity, the Contractor shall promptly remove and replace the damaged mailbox with like kind; including post and foundation, at no cost to the resident or the City. Placement of any mailbox shall be in accordance with USPS requirements.

SECTION 105 – CONTROL OF WORK:

105.2 PLANS AND SHOP DRAWINGS

(revise to include the following)

The Contractor shall include a cover sheet with all submittals listing the submittal items and if there are any deviations from the standard that are being requested for any item OR if they are per specification.

105.2.1 RECORD DRAWING (As-Built Plans):

(revise to include the following)

The Contractor shall be required to provide a record drawing (as-built) set of construction plans that fully describes work that deviated from the approved contract documents. The redlined plan set will be reviewed at each weekly meeting with the City's PM and the Engineer to assure that all deviations from the plans are being noted. The redlined plan set needs to be legible and contain accurate information.

The contractor is responsible for preparing sealed Record Drawings at the conclusion of the project. The record drawings shall be completed per Section 13-06-002-0008 of the City Engineering Standards and the attached COF As-built checklist dated December 12, 2019. They shall be sealed by a registered Civil Engineer in the State of Arizona and approved by the City. The Engineer will submit the drawings to ADEQ once they are approved by the City and the contractor is responsible for addressing comments from ADEQ and revising the Record Drawings as required and providing a final mylar set.

105.5.1 WEEKLY CONSTRUCTION MEETINGS:

(revise to include new sub-section)

The Contractor's Superintendent shall attend weekly construction progress meetings. The Contractor representative shall provide an agenda and be prepared to discuss construction schedule, construction activities projected for the next two weeks, problems, issues and any other pertinent project details as may be required by the City's representative. The Contractor shall provide a two-week look ahead schedule each week.

105.5.2 PROTECTION OF WORK:

(revise to include new sub-section)

The Contractor is required to protect work during inclement weather. The contractor shall grade areas to drain and utilize pumps to remove ponding water immediately during all stages of construction during both working and non-working hours.

105.8 CONSTRUCTION STAKES, LINES, AND GRADES

Unless noted otherwise in the contract documents, the Contractor shall layout the work from the lines, grades and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. Any dimension or grade errors shall be immediately transmitted in writing to the Owner for clarification, before proceeding with the work.

105.12 MAINTENANCE DURING CONSTRUCTION

(revise to include the following)

The contractor shall trench for utility construction as work proceeds and patch trenches per City of Flagstaff trenching and backfill details.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC:

107.2 PERMITS:

(revise to include the following)

The Contractor shall be required to obtain City, and other required permits. The Contractor is required to supply their own construction staging yard and comply with the requirements of the Temporary Use Permit.

The contractor shall make arrangements for and provide all necessary water for his construction operation at his own expense.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

(revise to include the following)

The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible. The Contractor is responsible to coordinate alternate measures for any impacted operations as mentioned which are acceptable to the parties involved.

Survey monuments and property corners shall be protected and not disturbed unless specifically called out on the plans for replacement. All costs associated with protecting or re-establishing disturbed survey monuments and property corners shall be borne solely by the Contractor.

The Contractor is responsible for replacing and/or restoring landscaping (including but not limited to fences, retaining walls, landscape walls, pavers, aggregate rock ground cover, plantings, sod), as applicable, and owner improvements associated with the project to a pre-existing condition. All cost shall be included in the bid as incidental to the work, unless specified in the bid schedule or plans.

The Contractor is responsible for removing existing improvements and salvaging items for relocation after the public improvements are finished. This may necessitate close coordination with property owners. The contractor is responsible for replacing materials in like kind. All cost shall be included in the bid as incidental to the work.

Sections of the curb, gutter and sidewalk not called out for removal and replacement shall be protected in place and the contractor shall take great care in protecting existing improvements. With the exception of areas disturbed by proposed work, the existing improvements beyond the edge of pavement shall remain in current condition. The contractor shall schedule a field walk with City staff to designate the limits of concrete removal prior to disturbance.

Pre-Construction Video:

The contractor shall record and provide the City with a pre-construction video (in readable format) of the full construction area prior to mobilization, paying special attention to the private property boundary and private improvements. This video will serve as a record of preexisting conditions and it is in the best interest of the contractor to record a thorough document for the record.

107.9.1 EROSION AND SEDIMENT CONTROL:

(new section)

The contractor is required to comply with all applicable standards and guidelines included with the most current AZPDES Construction General Permit. This includes but is not limited to a Storm Water Pollution Prevention Plan (SWPPP), Implementing and maintaining the necessary Best Management Practices (BMP's) to control erosion and sediment throughout the duration of the project, and filing a Notice of Intent (NOI) prior to starting construction and a Notice of Termination (NOT) after completion of the project. The SWPPP will be paid in partial payments as work progresses. Dust control abatement shall be conducted throughout the duration of project, including weekends.

All disturbed areas shall be hydroseeded in accordance with City of Flagstaff Engineering Standards Section 13-17. A revegetation plan will be required to be implemented and proved successful prior to project closeout. Contractor shall provide 70% successful regrowth per ADEQ permanent stabilization requirements for all areas disturbed during construction. Soil conditioners and watering are required in accordance with 13-17-002-004 and 13-17-002-0005.6 to promote establishment of vegetation.

The contractor shall include documentation of any impacted downstream Stormwater systems in the pre-construction video.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES: (revise to include the following)

The Contractor is responsible for providing written notification to each affected resident at least 48 hours prior to any construction in the area.

The Contractor shall protect existing water, sewer, and gas service lines where the proposed work crosses individual service lines.

Not all service lines are shown on the plans, and it is the Contractor's responsibility to determine their location in the field at the beginning of the project. The contractor shall coordinate all necessary utility relocations directly with the appropriate utility franchise and provide sufficient time for response prior to construction of the improvements. The Contractor shall verify location, direction and grade of existing sanitary services at the locations where new storm drain is being installed to verify that no conflicts exist. This investigation and coordination is considered incidental to the project.

Protection or repair of existing service lines not in conflict with the work is also considered incidental. In the event that there is a physical conflict between an existing service line and the proposed work, the Contractor shall immediately notify the Engineer of the conflict. The Owner will make a determination as to how the conflict will be resolved. Any extra work required as a result of an unforeseen service conflict will be ordered and paid for in accordance with General Provision Section 104.2.3.

Locations of underground utilities shown on the plans are to be regarded as approximate only and it is the Contractor's responsibility to determine their location in the field at the beginning of the project.

SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS:

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

(revise to include the following)

The contractor is required to submit a revised master schedule with each monthly pay request. The contractor shall be prepared to shift work areas and/or work on clean up, etc. to reduce any standby time due to conflicts. Standby time less than 3 hours shall not be considered.

108.5 LIMITATIONS OF OPERATIONS:

(revise to include the following)

Work on Saturdays will be permitted, as necessary, as approved by the City's Public Works Inspection Supervisor. Seventy-Two hours advance notice will be required. Work on Sundays and legal City holidays will not be permitted except in emergencies.

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:

(revise to include the following)

The Contractor's schedule must include the anticipated adverse weather delays as listed in section 108.7 of Exhibit A, City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction on a month-by-month basis during the contractor's normal working schedule.

Extension of contract time shall be by calendar day.

SECTION 109 – MEASUREMENTS AND PAYMENTS

109.2 SCOPE OF PAYMENT

(revise to include the following)

The contractor is responsible for all staff per-diem costs.

PART 300 – STREET AND RELATED WORK

SECTION 340 - CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.3.8 CURING:

(revise to include the following)

Cold weather protection of Portland Cement Concrete will comply and shall be done in accordance with the requirements of the Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions, Section 908 Concrete Curbs, Gutters, Sidewalk and Driveways.

No additional cost will be considered for cold weather protection, it shall be considered incidental for the project item.

SECTION 350 – REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION:

(revise to include the following)

Some of the removal limits may be at existing joints that are not uniform and clean. If this is the case, the Contractor shall shift the match line 6” past the joint and sawcut the curb to create a uniform edge. Contractor to document the adjusted stationing of the removal limits on the redlined as-built drawings so that quantities can be verified. Expansion joints will be placed at all connections between existing and proposed concrete.

All sidewalk, curb, asphalt, fencing, and other existing improvements are to be protected unless specifically called out for removal. If additional removals are necessary, the Contractor shall coordinate with the City’s Project Manager.



**CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)**

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.

The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

- (A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;
- (B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;
- (C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;
- (D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:

(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG Standard Details for Public Works Construction, Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts. Proposals shall be considered irregular for the following additional reasons:

- (A) If the Proposal contains unit prices that are obviously unbalanced.
- (B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:

(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' 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, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt 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 this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. COMMERCIAL GENERAL LIABILITY

The Contractor 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. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which 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 Contractor's operations and products and completed operations.

B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. AUTOMOBILE LIABILITY

Contractor 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 the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

D. WORKER'S COMPENSATION

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant'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, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction

or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY: (revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor

should obtain current locations from the Water Services Department. **Current rates for the reclaimed water shall apply.** The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

104.1.4 SPECIAL ACCESS REQUIREMENTS:
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

104.1.5 SANITATION PICKUP:

When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

104.1.6 EMERGENCY ACCESS:

Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

104.1.7 POSTAL SERVICE ACCESS:

The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

104.1.8 SCHOOL BUS ACCESS:

The contractor shall be responsible for maintaining access for bus access within the project area.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK:
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence:

1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION
(revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)
(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are

to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK
(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:
(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:
(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

The City shall provide snow removal operations on active traffic lanes, outside of Contractor traffic control, only. All other snow removal and maintenance operations shall be the responsibility of the

Contractor, including snow removal on adjacent, open and active streets that are only accessible by travel through project-related street closures, even when outside of project limits. All costs associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary and permanent surface improvements due to damage by any snow removal operations. Snow removed from public roads or easements shall be placed and shaped to cause the least possible interference to public travel, parcel access, drainage, and parking. In no event shall snow be stored on private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK
(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes, outside of Contractor traffic control, only. All other snow removal and maintenance operations shall be the responsibility of the Contractor, including snow removal on adjacent, open and active streets that are only accessible by travel through project-related street closures, even when outside of project limits. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary and permanent surface improvements due to damage from normal wear by any snow removal operations during the Winter Shutdown. Snow removed from public roads or easements shall be placed and shaped to cause the least possible interference to public travel, parcel access, drainage, and parking. In no event shall snow be stored on private property.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED:

(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2.1 TEMPORARY USE PERMITS:

(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:

(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)

(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.
- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes.
<http://www.azdeq.gov/environ/air/asbestos/>

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107 USE OF EXPLOSIVES:

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner

consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED: (revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

108.3 CORRESPONDENCE TO THE CONTRACTOR: (revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or

maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;
 - Definition of a crew;
 - personnel (*e.g. operator, laborer*)
 - equipment (*e.g. Cat 325 Excavator, 950 Loader*)
 - workdays anticipated or scheduled per week (*e.g. Monday through Friday*)
 - work hours anticipated or scheduled per day (*e.g. 7:00 am to 3:30 pm*)
- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ \$ 43.00/hour
Inspector II @ \$ 35.00/hour
Inspector I @ \$30.00/hour
Lab Tech I @ \$ 25.00/hour

Vehicle @ \$1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

<i>MONTH</i>	<i>JANUARY</i>	<i>FEBRUARY</i>	<i>MARCH</i>	<i>APRIL</i>	<i>MAY</i>	<i>JUNE</i>
Monthly Calendar Days for Anticipated Adverse Weather	7 Days	7 Days	8 Days	6 Days	4 Days	3 Days
Average Monthly Precipitation	1.98"	1.96"	2.05"	1.34"	0.68"	0.51"
<i>MONTH</i>	<i>JULY</i>	<i>AUGUST</i>	<i>SEPTEMBER</i>	<i>OCTOBER</i>	<i>NOVEMBER</i>	<i>DECEMBER</i>
Monthly Calendar Days for Anticipated Adverse Weather	12 Days	11 Days	7 Days	5 Days	5 Days	6 Days
Average Monthly Precipitation	2.78"	2.68"	1.82"	1.52"	1.49"	1.90"

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.

The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The

City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

108.8 GUARANTEE AND WARRANTY PROVISIONS:
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

CITY'S RIGHT TO STOP WORK

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

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

TERMINATION FOR CONVENIENCE

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

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

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.
6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

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

THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE

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

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

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

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

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

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

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

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

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES: (revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

109.1 MEASUREMENT OF QUANTITIES: (delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS: (revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION

(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:

(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:

(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will

change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:

(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:

(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 430 – LANDSCAPING AND PLANTING
(revise to include section as follows)

430.3 LAWN AREAS

430.3.1 Preparation of In Place Soil
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

430.3.2 Seeding
(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

Poa pratensis	Kentucky Bluegrass (mix of three varieties)	70%
Lolium perenne	Perennial Rye Grass	10%
Festuca rubra	Creeping Red Fescue	20%

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

SECTION 431 – EROSION CONTROL

(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (<http://az.gov/webapp/noi/main.do>) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

Annual ryegrass	<i>(Lolium multiflorum)</i>	30 lbs/acre
Oats	<i>(Avena sativa)</i>	60 lbs/acre
Regreen©	<i>(Triticum aestivum x Elytrigia elongata)</i>	30 lbs/acre

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING
(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.*)

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL:
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation

Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥ 195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

611.2 DISINFECTING WATER MAINS:

611.2.13 Fire Flow Testing: (revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS

(revise to add the following)

631.3 INSTALLATION:

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

SECTION 710 - ASPHALT CONCRETE

710.1 GENERAL: (revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

CITY OF FLAGSTAFF PROJECT NUMBER ST 3518

BOULDER POINTE TRAFFIC CALMING IMPROVEMENT PROJECT

BID SCHEDULE

Item No.	Description	Qty.	Unit	Unit Price		Total
				In Words	In Figures	
1	Traffic control	1	LS	Seventy Eight Thousand Eight Hundred Dollars and No Cents	\$78,800.00	\$78,800.00
2	Sawcut & Remove Existing C&G	45	LF	Sixteen Dollars and No Cents	\$16.00	\$720.00
3	Sawcut & Remove Existing Pavement	594	SY	Thirty Two Dollars and No Cents	\$32.00	\$19,008.00
4	Sawcut & Remove Existing Concrete	237	SF	Thirty Six Dollars and No Cents	\$36.00	\$8,532.00
5	Obliterate Existing Pavement Markings	1273	LF	Eleven Dollars and No Cents	\$11.00	\$14,003.00
6	Install 4" AC on 8" ABC	153	SY	Two Hundred Thirty Dollars and Fifty Cents	\$230.50	\$35,266.50
7	6" (Type "C") Roll C&G	268	LF	Fifty Eight Dollars and No Cents	\$58.00	\$15,544.00
8	6" (Type "A") Single Curb	272	LF	Seventy Five Dollars and Fifty Cents	\$75.50	\$20,536.00
9	6" (Type "D") Roll C&G	152	LF	Sixty Eight Dollars and No Cents	\$68.00	\$10,336.00
10	Parallel Ramp MAG 238-3	2	EA	Eight Thousand Nine Hundred Twenty Five Dollars and No Cents	\$8,925.00	\$17,850.00
11	Adjust Existing Sewer Manhole	3	EA	Two Thousand Five Hundred Seventy Five Dollars and No Cents	\$2,575.00	\$7,725.00
12	Adjust Existing Water Valve Box	5	EA	Seven Hundred Seventy Five Dollars and No Cents	\$775.00	\$3,875.00
13	1' Concrete Strip	12	SY	Three Hundred Twenty Two Dollars and No Cents	\$322.00	\$3,864.00
14	Colored Concrete	154	SY	One Hundred Fourteen Dollars and No Cents	\$114.00	\$17,556.00
15	Sidewalk	14	SY	One Hundred Seventy Four Dollars and No Cents	\$174.00	\$2,436.00
16	Detectable Warning Mat	66	SF	Ninety Two Dollars and No Cents	\$92.00	\$6,072.00
17	Residential Speed Hump	135	SY	Three Hundred Sixty Eight Dollars and No Cents	\$368.00	\$49,680.00
18	6" Double Yellow Striping	200	LF	Six Dollars and Seventy Five Cents	\$6.75	\$1,350.00
19	6" White 1' Stripe 3' Space	100	LF	Three Dollars and Fifty Cents	\$3.50	\$350.00
20	6" White Striping	139	LF	Three Dollars and Fifty Cents	\$3.50	\$486.50
21	8" Yellow Striping	772	LF	Three Dollars and Fifty Cents	\$3.50	\$2,702.00
22	8" White Crosswalk Striping	520	LF	Six Dollars and Seventy Five Cents	\$6.75	\$3,510.00
23	White Shared Lane Marking	10	EA	One Thousand Six Hundred Fifty Dollars and No Cents	\$1,650.00	\$16,500.00
24	White Bike Lane Marking	1	EA	One Thousand Six Hundred Fifty Dollars and No Cents	\$1,650.00	\$1,650.00
25	R6-4 "Chevron" Sign	13	EA	Five Hundred Fifty Dollars and No Cents	\$550.00	\$7,150.00
26	W2-6 "Roundabout Circulation Sign	6	EA	Five Hundred Fifty Dollars and No Cents	\$550.00	\$3,300.00

CITY OF FLAGSTAFF PROJECT NUMBER ST 3518
BOULDER POINTE TRAFFIC CALMING IMPROVEMENT PROJECT
BID SCHEDULE

Item No.	Description	Qty.	Unit	Unit Price		Total
				In Words	In Figures	
27	W11-2 "Pedestrian" and W11-2aAZ "Crosswalk"	2	EA	Five Hundred Fifty Dollars and No Cents	\$550.00	\$1,100.00
28	R1-2 "Yield" and R6-5P "Roundabout Circulation"	11	EA	Five Hundred Fifty Dollars and No Cents	\$550.00	\$6,050.00
29	Remove Exist. Stop Sign	5	EA	One Hundred Twenty Five Dollars and No Cents	\$125.00	\$625.00
30	W11-2 "Pedestrian" and W16-9P "Ahead" Signs	2	EA	Five Hundred Fifty Dollars and No Cents	\$550.00	\$1,100.00
31	R8-3 "No Parking" Sign	4	EA	Five Hundred Fifty Dollars and No Cents	\$550.00	\$2,200.00
32	R8-3 "No Parking" and R7-202 "This Side of Sign" Signs	5	EA	Five Hundred Fifty Dollars and No Cents	\$550.00	\$2,750.00
33	12"x18" Yield Line	154	SF	Nine Dollars and No Cents	\$9.00	\$1,386.00
34	SWPP	1	LS	Eleven Thousand Nine Hundred Dollars and No Cents	\$11,900.00	\$11,900.00
35	Unsuitable Material	50	CY	One Hundred Thirty Dollars and No Cents	\$130.00	\$6,500.00
36	Record Drawings (As-Built Plans)	1	LS	Seven Thousand Six Hundred Fifty Dollars and No Cents	\$7,650.00	\$7,650.00
37	Mobilization & Demobilization	1	LS	Thirty Seven Thousand Eight Hundred Dollars and No Cents	\$37,800.00	\$37,800.00
	TOTAL BID AMOUNT:					
	In Words: Four Hundred Twenty Seven Thousand Eight Hundred Sixty Three Dollars and No Cents				In Figures:	\$427,863.00

Michael Healy
02/27/2024

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Kristin Decker, Special Services Supervisor
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Approval of Contract: Approve the First Amendment to the Cooperative Purchase Contract with Pride Outfitting, LLC to upfit/outfit emergency equipment on an additional six patrol vehicles in an amount not to exceed \$138,454.34.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Cooperative Purchase Contract with Pride Outfitters, LLC to upfit/outfit emergency equipment on an additional six patrol vehicles in an amount not to exceed \$138,454.34; and
2. Authorize the City Manager to execute all the necessary documents.

Executive Summary:

The First Amendment will upfit/outfit emergency equipment on an additional six patrol vehicles in an amount not to exceed \$138,454.34. The original Cooperative Purchase Contract approved by Council was for the same materials and services for four other patrol vehicles in an amount not to exceed \$88,000. The total cost for upfitting/outfitting for the original Cooperative Purchase Contract and the First Amendment results in an amount not to exceed \$226,454.34.

In the summer of 2023, the Flagstaff Police Department (FPD) received delivery of new vehicles for use in our patrol fleet. The purchase of these vehicles were approved through the Fleet Management Committee. As is common, these vehicles arrived without the emergency equipment including lights, sirens, radios, and decals. Funds for the upfit/outfit of the patrol vehicles come directly out of the FPD budget as a separate line item. FPD is seeking to use these funds to upfit/outfit the new patrol vehicles so they can be used for their intended function as public safety vehicles.

Financial Impact:

FPD has funds identified and allocated for FY 2023-2024 under account 001-04-061-0221-2-4305 for this purchase. In addition, the Budget Team granted an additional \$100,000 mid year to complete the upfit/outfit of the remaining patrol vehicles purchased and received in the summer of 2023.

Total cost of the First Amendment to the Cooperative Purchase Contract: \$138,454.34.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

During the October 17, 2023, City Council Meeting the original Cooperative Purchase Contract with Pride Outfitters, LLC was discussed and approved.

Options and Alternatives to Recommended Action:

1. Approve the First Amendment to the Cooperative Purchase Contract with Pride Outfitters, LLC to upfit/outfit six patrol vehicles; or
2. Approve an amendment to the Cooperative Purchase Contract with Pride Outfitters, LLC to upfit/outfit less than six patrol vehicles; or
3. Deny approval of additional upfitting/outfitting by Pride Outfitters, LLC.

If the First Amendment is not approved, or only approved for a portion of vehicles less than the six requested, FPD would have to wait for the upfitting/outfitting of these patrol vehicles until the next budget year.

Background and History:

Original cooperative contract 2024-55 council approved 10/17/2023, item 8.G. The Purchasing Section has reviewed the competitively solicited cooperative purchase options available and confirmed that Maricopa County conducted a competitive and open procurement process through Request for Proposal Solicitation No. 190170-S that resulted in Contract No. 190170-S with Pride Outfitters, LLC. This cooperative contract has been verified as valid and appropriate for the purchase of the specified services and presents the best value to the City. The current request to approve an amendment will authorize an additional six patrol vehicles to be professionally upfitted/outfitted for Flagstaff Police Department use.

Connection to PBB Priorities and Objectives:**High Performing 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 and Healthy Community

- Enhance community engagement and strengthen relationships between the community and public safety services.
- Provide public safety services with resources, staff, and training responsive to the community's needs.

Connection to Regional Plan:

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical and ambulance service.

Connection to Carbon Neutrality Plan:

Goal E&C.2 Reduce Greenhouse Gas Emissions.

It is a priority for the Flagstaff Police Department to seek hybrid vehicle models for patrol. Of the 10 patrol vehicles referenced in this amendment, 9 are gasoline models. At the time of the purchase of these 9, we had been waiting 2 years for delivery of Ford Hybrid Explorers. The contractor ultimately canceled this order due to supply issues. Our patrol fleet was at a critical low due to vehicles aging out, mechanical issues or vehicles lost due to accidents. With the support of the City Manager, Sustainability, Fleet and ultimately Council, we were authorized the purchase of the gasoline models. We now have 4 electric trucks in our fleet and 30% of the remaining patrol fleet is hybrid.

Connection to 10-Year Housing Plan:

None.

Attachments: Amendment One
 Purchase agreement



FIRST AMENDMENT
COOPERATIVE PURCHASE CONTRACT
Contract No. 2024-55

This First Amendment ("First Amendment") to the fully executed Cooperative Purchase Contract (Contract No. 2024-55) dated November 15, 2023 (the "Initial Contract") is made and entered into this ____ day of _____, 2024, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Pride Outfitting, LLC, an Arizona limited liability company.

The Parties to the Initial Contract, hereby agree to the following amendment. Deleted text has a ~~strikethrough~~ and new text is **bolded and ALLCAPS**.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Materials and Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Scope of Work attached as Exhibit A TO THE INITIAL CONTRACT AND THE ADDITIONAL MATERIALS AND/OR SERVICES IDENTIFIED IN THE SCOPE OF WORK ATTACHED HERETO AS **EXHIBIT A.1**, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

UPFITTING/OUTFITTING OF FOUR ~~(4)~~ POLICE VEHICLES

3. Payment: Payment to Contractor for the materials and/or services provided **IN THE INITIAL CONTRACT AND IN THIS FIRST AMENDMENT is not to exceed ~~Eighty-Eight Thousand Dollars (\$88,000.00)~~, TWO HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS AND THIRTY-FOUR CENTS (\$226,454.34), plus other fees and taxes;** made in accordance with the price list and terms set forth in the Agency Contract.

All other provisions of the Initial Contract shall remain unchanged in full force and effect.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above. This First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

City of Flagstaff

By: _____
Greg Clifton, City Manager

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney

Pride Outfitting, LLC

By: _____

Title: _____

Dated: _____

Exhibit A.1

Scope of Work

See Supporting Documentation in Attached Proposals OP-9710 and OP-9711

1. Proposal OP-9710 – 5 Chevy Tahoes \$23,062.49 for a total of \$115,312.45
2. Proposal OP-9711 – 1 Ford Explorer \$23,141.89 for a total of \$23,141.89



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9711

Project:

02_2024_Ford_Explorer_2024_Patrol_1

2/20/2024

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.0

P.O. No.

Terms

Net 30

FOB

Chandler, AZ

Pride Consultant

JR

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
Flagstaff Police Department 2024 Ford Explorer- Patrol Spec			
VIN#			
*** CUSTOM GRAPHICS ***		0.00	0.00T
!! A build cannot begin until the graphics package is approved and signed by Client !! APPROVAL REQUIRED BY: _____			
Flagstaff Patrol Graphics- 2024 Ford Explorer *NEED DEVELOPED PROOF AND APPROVAL* Re-develop Tahoe proof from 1/19/24 for PIU* 3M Vinyl; Printed, Reflective and Non Reflective Includes Printed Full Color US Flag Design, as well as Wrapping doors Solid White up to the windows	1	920.00	920.00T
LIGHTBAR & SIREN PACKAGE:			
Whelen CORE Lightbar Package: 49" LIBERTYII Trio Lightbar B381 Model; Red/Blue/White with Amber Rear Traffic Advisor Bundle Pricing includes Core Siren, Control Head, OBDII Cable 2024 Core Promo Pricing	1	3,324.42	3,324.42T
Whelen C399 Core Siren Included in Core Bundles	1	0.00	0.00T
OBD II Canport Kit for 2021+ Ford F150 and 2022+ Explorer/PIU Included with Whelen CORE bundles	1	0.00	0.00T
Whelen 21 Button Multifunction Controller with 3-Position Slider Included with Core Promo Package	1	0.00	0.00T
Whelen CEM16 16-Output, 4-Input WeCanX Expansion Module 2024 Core Promo Pricing	2	204.29	408.58T
Vehicle to Vehicle Sync Module 2024 Core Promo Pricing	1	259.28	259.28T
SA315P Speaker, Black Plastic, add specific SAK* bracket to be included at no cost 2024 Core Pricing	1	217.14	217.14T
Whelen Speaker Bracket Ford Police Interceptor Utility, 2020+, Driver Side Grille	1	0.00	0.00T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (7.8%)

Total

Thank you for the opportunity.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9711

Project:

02_2024_Ford_Explorer_2024_Patrol_1

2/20/2024

Preferred Client:

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Chandler, AZ

Pride Consultant

JR

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
Whelen Single Howler WeCanX Low Frequency Siren/Speaker System (HWLFE29 for 2024 Ford Explorer) 2024 Core Promo Pricing	1	529.28	529.28T
FRONT OF VEHICLE:			
Setina PB450L4 Pushbumper for 2020+ Ford Explorer With Whelen TRIO Ions (2 forward/ 2 side) 2024 Pricing	1	1,007.10	1,007.10T
SIDE LIGHTING:			
Whelen T-Ion TRIO Surface Mount Light Red/Blue/White *Tri-Color Mirror Mounted Lighting*	2	124.285	248.57T
Custom Fabricated 15 Degree Mounting Wedge for Whelen T-ION TRIO	2	4.00	8.00T
Whelen Strip lite DUO Red/Blue including Steady-Burn, Clear Lens *Quarter Window Lights*	2	151.43	302.86T
90 Degree Mounting Bracketfor 1 Strip Light Plus Lighthead.	2	24.44	48.88T
REAR LIGHTING:			
Whelen T-Ion TRIO Surface Mount Light Red/Blue/White *License Plate, Under Hatch, and Rear Spoiler*	6	124.28	745.68T
2024 Pricing			
Whelen Ion T Series License Plate Bracket	1	33.36	33.36T
Universal "L" Mounting Bracket for One TLI™ Lighthead.	2	15.00	30.00T
PRISONER CONTAINMENT AND CARGO CAGE PARTITION:			
Troy 2020+ PI Utility US Partition Kit (TP-E-SL6-US-SS, SAB-20-FDUV-BB, KP-UV20-DAP-SS) 2024 Pricing	1	974.48	974.48T
Troy 2020+ PI Utility driver/passenger side set of diamond-punched window screens	1	195.80	195.80T
Troy 2020+ Ford PIU Door Handle/Window Switch Covers	1	43.85	43.85T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (7.8%)

Total

Thank you for the opportunity.



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PO Box 11100
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Proposal OP-9711

Project:

02_2024_Ford_Explorer_2024_Patrol_1

2/20/2024

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1.0

P.O. No.

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Net 30

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Chandler, AZ

Pride Consultant

JR

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
Troy 2020+ Rear Partition Kit with Plastic seat w/ OS belts, rear partition w/ polycarbonate window, and square-hole cargo side walls 2024 Pricing	1	1,769.80	1,769.80T
GUN RACK:			
Santa Cruz Universal Rail-Mount Gunlock with Handcuff-Style XL Universal Lock (SC-6) and #H key override	1	334.23	334.23T
CONSOLE AND CAB:			
Silho-X 4" Round White/Red Combo Light SS Trim Ring *Red/White Overhead Driver Dome Light*	1	29.37	29.37T
Troy 2020+ Ford PI Utility 18" L-Shape Console, 7" Slope, 11" Level Vehicle Specific; No floor Plate Needed 2024 Pricing	1	454.36	454.36T
4" Internal Dual Beverage Holder 2024 Pricing	1	48.38	48.38T
2" Troy Power Faceplate Combo with USB-C/USB port and (2) DC Outlets 2024 Pricing	1	68.04	68.04T
3" Motorola Face Plate XTL/APX Remote head Face plate	1	0.00	0.00T
4" Low Profile Sloped Accessory Tray for Consoles 2024 Pricing	1	37.80	37.80T
1" blank face plate	1	0.00	0.00T
4" Faceplate for Whelen Cencom Controller	1	0.00	0.00T
SL-20L - 12V DC Smart Charge	1	148.51	148.51T
COMPUTER DOC:			
Console side ht. adj. mount w/slide arm for docking station 2024 Pricing	1	445.28	445.28T
Docking Station For Dell 5430, 7330, 5420, 5424 & 7424 Notebooks With Advanced Port Replication & LIND Power Supply.	1	992.03	992.03T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (7.8%)

Total

Thank you for the opportunity.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
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Proposal OP-9711

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02_2024_Ford_Explorer_2024_Patrol_1

2/20/2024

Preferred Client:

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Pride Consultant

JR

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
REMOTE SPOTLIGHT:			
Arges Remote Spotlight. 5 degree 2024 Pricing	1	551.43	551.43T
Driver 2020+ Ford PIU Fender Mount. 2024 Pricing	1	80.72	80.72T
Arges Spotlight Controller 2024 Pricing	1	246.43	246.43T
STORAGE BOX:			
Troy Eco Line Aluminum Storage Box, 44"W x 24"L x 8"H with 15" lip, two (2) draw-tight locking handles, carpet top, rubber mat inside of drawer (Compatible w/2020+ Ford PIU). 2024 Pricing	1	1,179.36	1,179.36T
Troy 2020+ PI Utility cargo elevated box mount 2024 Pricing	1	269.14	269.14T
Silho-X 4" Round White/Red Combo Light SS Trim Ring *Hatch Mounted Red/White Cargo Light*	1	29.37	29.37T
INSTALLATION MATERIALS:			
WeCanX COMM CABLE 100' BULK	1	183.93	183.93T
Pride Outfitting "Blue Spyder Mini"	1	475.00	475.00T
Universal Wire Harness with 11 Automotive fuses in enclosed assembly; Includes Circuit Breaker, Super-Relay, and Equipment Timer			
Consumables (F)	1	298.00	298.00T
Subtotal of Parts Subject to S&H Charges			16,938.46
Shipping & Handling		4.50%	762.23
3M Certified Graphics Installation	4	85.00	340.00
*Installation of Department Graphics Package with White Door Wraps			
Professional Installation Services	42	90.00	3,780.00

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

- PLEASE SIGN AND EMAIL BACK TO CONFIRM YOUR ORDER -

I, (we) agree to the terms, conditions & rates, and agree to pay Pride Outfitting in full for the services listed.

Sales Tax (7.8%)

\$1,321.20

Total

\$23,141.89

Signature _____ Print Name _____

Thank you for the opportunity.

ALL RATES HEREIN ARE ONLY VALID FOR 30 DAYS. PAYMENT POLICY: Pride Outfitting requires 50% deposits on all accounts. The balance is due prior to or at delivery of equipment of service unless otherwise stated. All late payments are subject to 10% late fee + 18% APR. The policies, rates and conditions are considered approved and in effect upon receipt of any payment, service or equipment. A restocking fee will be applied to equipment cancelled following approval at 100%. 75% if less than 14 days & 50% if less than 21 days. Please make checks payable to "Pride Outfitting" note invoice/proposal number. We also accept ACH, Visa, MasterCard & AMEX.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9710

Project:

02_2024_Chevrolet_Tahoe_2024_Patrol_5

2/19/2024

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.0

P.O. No.

Terms

Net 30

FOB

Chandler, AZ

Pride Consultant

JR

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
Flagstaff Police Department 2024 Chevrolet Tahoe- Patrol Spec VIN#			
Flagstaff Patrol Graphics- Tahoe (Proof Approved 1/19/2024) 3M Vinyl; Printed, Reflective and Non Reflective Includes Printed Full Color US Flag Design, as well as Wrapping doors Solid White up to the windows	1	950.00	950.00T
LIGHTBAR AND SIREN PACKAGE:			
Whelen CORE Lightbar Promo Package: 54" LIBERTYIII TRIO Lightbar B321 Model; Red/Blue/White with Amber Rear Traffic Advisor With Straps and Photocell Bundle Pricing includes Core Siren, Control Head, OBDII Cable 2024 Core Promo Pricing	1	3,480.36	3,480.36T
Whelen C399 Core Siren Included with Whelen CORE bundles	1	0.00	0.00T
OBD II Canport Kit for 2021+ Chevy Tahoe/Suburban Included with Whelen CORE bundles	1	0.00	0.00T
Whelen 21 Button Multifunction Controller with 3-Position Slider Included with Core Promo Package	1	0.00	0.00T
Whelen CEM16 16-Output, 4-Input WeCanX Expansion Module 2024 Core Promo Pricing	2	204.29	408.58T
Whelen Vehicle to Vehicle Sync Module 2024 Core Promo Pricing	1	259.28	259.28T
Whelen SA315P Speaker, Black Plastic, add specific SAK* bracket to be included at no cost 2024 Core Pricing	1	217.14	217.14T
SA-315 Speaker Mounting Bracket for 2021+ Tahoe Included	1	0.00	0.00T
Whelen DUAL WCX Howler Low Frequency Siren 2024 Core Promo Pricing	1	660.71	660.71T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (7.8%)

Total

Thank you for the opportunity.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9710

Project:

02_2024_Chevrolet_Tahoe_2024_Patrol_5

2/19/2024

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.0

P.O. No.

Terms

Net 30

FOB

Chandler, AZ

Pride Consultant

JR

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
Whelen HWLRB32 Howler Vehicle-Specific Bracket included at no cost with Howler System	1	0.00	0.00T
FRONT OF VEHICLE:			
Setina PB450L4 Pushbumper for 2021+ CHEVY TAHOE With (4) Whelen ION TRIO Red/Blue/White 2024 Pricing	1	1,007.10	1,007.10T
SIDE LIGHTING:			
Whelen T-Ion TRIO Surface Mount Light Red/Blue/White *Tri-Color Mirror-Mounted Lights*	2	124.285	248.57T
Whelen Strip-Lite DUO™ Red/Blue 69 Flash Patterns including Steady-Burn, Clear Lens *Quarter Window Lights*	2	151.43	302.86T
90 Degree Mounting Bracketfor 1 Strip Light Plus Lighthead	2	24.44	48.88T
REAR LIGHTING:			
Whelen T-Ion TRIO Surface Mount Light Red/Blue/White *License Plate, Under Hatch, Rear Spoiler*	6	124.285	745.71T
Whelen Ion T Series License Plate Bracket	1	33.36	33.36T
Universal "L" Mounting Bracket for One TLI™ Lighthead.	2	15.00	30.00T
PRISONER CONTAINMENT AND CARGO PARTITION:			
Troy 2021+ Tahoe US Front Partition Kit (TP-E-SL6-FS-SS, PM-21TH, KP-21TH-SS) 2024 Pricing	1	994.14	994.14T
Troy 2021+ Chevy Tahoe Window Screen Set 2024 Pricing	1	275.18	275.18T
Troy 2021+ Chevy Tahoe driver and passenger side door covers 2024 Pricing	1	249.48	249.48T
Troy 2021+ Tahoe Rear Partition Kit; Plastic seat with OS belts, rear partition (PolyCarb Window), square-hole side walls 2024 Pricing	1	1,810.62	1,810.62T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (7.8%)

Total

Thank you for the opportunity.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9710

Project:

02_2024_Chevrolet_Tahoe_2024_Patrol_5

2/19/2024

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.0

P.O. No.

Terms

Net 30

FOB

Chandler, AZ

Pride Consultant

JR

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kdecker@coconino.az.gov

Description	Qty	Price/	Total
GUN RACK:			
Santa Cruz Universal Rail-Mount Gunlock with Handcuff-Style XL Universal Lock (SC-6) and #H key override	1	334.23	334.23T
CONSOLE AND CAB:			
Silho-X 4" Round White/Red Combo Light SS Trim Ring *Red/White Overhead Driver Dome Light*	1	29.37	29.37T
Troy 2021+ Tahoe Specific Console 10" Slop; 8" Level Mounting	1	483.84	483.84T
Troy 2021+ Tahoe Console Floor Mount	1	0.00	0.00T
4" Internal Dual Beverage Holder	1	48.38	48.38T
2" Power Faceplate Combo with USB-C/USB port and (2) DC Outlets 2024 Pricing	1	68.04	68.04T
3" Motorola Face Plate XTL/APX Remote head Face plate	1	0.00	0.00T
4" Low Profile Sloped Accessory Tray for Consoles 2023 Pricing	1	37.80	37.80T
1" blank face plate	1	0.00	0.00T
4" Faceplate for Whelen Cencom Controller	1	0.00	0.00T
SL-20L - 12V DC Smart Charge	1	148.51	148.51T
COMPUTER DOC:			
Console side ht. adj. mount w/slide arm for docking station 2024 Pricing	1	445.28	445.28T
Havis Docking Station For Dell 5430, 7330, 5420, 5424 & 7424 Notebooks With Advanced Port Replication & LIND Power Supply	1	992.03	992.03T
CARGO VAULT:			

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (7.8%)

Total

Thank you for the opportunity.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9710

Project:

02_2024_Chevrolet_Tahoe_2024_Patrol_5

2/19/2024

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

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P.O. No.

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Chandler, AZ

Pride Consultant

JR

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kdecker@coconino.az.gov

Description	Qty	Price/	Total
Troy Eco Storage Box: Single Drawer For Tahoe; 47x36x16 with 1.5" Trim Lip and Lockable Draw Latches 2024 Pricing	1	1,339.17	1,339.17T
2021+ Tahoe Cargo Storage Box Mount , 4 pc system 2024 Pricing	1	393.12	393.12T
Silho-X 4" Round White/Red Combo Light SS Trim Ring *Hatch Mounted Red/White Cargo Light*	1	29.37	29.37T
INSTALLATION MATERIALS:			
WeCanX COMM CABLE 100' BULK	1	183.93	183.93T
Pride Outfitting "Blue Spyder Mini"	1	475.00	475.00T
Universal Wire Harness with 11 Automotive fuses in enclosed assembly; Includes Circuit Breaker, Super-Relay, and Equipment Timer			
Consumables (F)	1	298.00	298.00T
Subtotal of Parts Subject to Shipping and Handling			17,028.04
Shipping & Handling		4.50%	766.26
3M Certified Graphics Installation	4	85.00	340.00
Installation White Door Wraps and Department Graphics Package			
Professional Installation Services	40	90.00	3,600.00

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

- PLEASE SIGN AND EMAIL BACK TO CONFIRM YOUR ORDER -

I, (we) agree to the terms, conditions & rates, and agree to pay Pride Outfitting in full for the services listed.

Sales Tax (7.8%)

\$1,328.19

Total

\$23,062.49

Signature _____ Print Name _____

Thank you for the opportunity.

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COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-55

This Cooperative Purchase Contract is made and entered into this 15TH day of November, 2023 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Pride Outfitting, LLC, an Arizona limited liability company ("Contractor").

RECITALS:

- A. Contractor is a dealer as described in the Agency Contract; and
- B. Maricopa County conducted a competitive and open procurement process through Request for Proposal Solicitation No. 190170-S that resulted in Contract No. 190170-S with Contractor ("Agency Contract"); and
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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


1. Materials and or Services Purchased: Contractor shall provide to the City the materials and or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

UPFITTING/OUTFITTING OF FOUR (4) POLICE VEHICLES

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 attached as Exhibit A and incorporated by reference.
3. Payment: Payment to the Contractor for the materials and/or services provided is not to exceed **eighty-eight thousand dollars and no cents (\$88,000.00), plus 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 attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
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.

Pride Outfitting, LLC:

By: 
Title: Owner / CEO

CITY OF FLAGSTAFF

By: 

Greg Clifton signed on 11/15/2023 11:05:20 AM


Title: _____

ATTEST:


City Clerk

Stacy Saltzburg signed on 11/15/2023 12:56:50 PM

APPROVED AS TO FORM:



City Attorney's Office

Christina Kinnear signed on 11/15/2023 8:28:08 AM

EXHIBIT A

Scope of Work - Quote from Pride Outfitting, LLC

(attached)



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9149

Project:

08_2023_Ford_PIU_Patrol_KristinD_1

9/1/2023

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.0

P.O. No.

Terms

FOB

Pride Consultant

Credit Card

Chandler, AZ

Jason

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
VIN# Patrol			
*** CUSTOM GRAPHICS *** !! A build cannot begin until the graphics package is approved and signed by Client !! APPROVAL REQUIRED BY: _____ Flagstaff Graphic Kit(FORD PIU)	1	665.00	665.00T
SIREN Whelen Core with OBDII & control head Included at no cost in CORE LIGHTBAR BUNDLES2022 PROMO# KB026 TERR 822 OBD II Canport Kit for 2021 Ford F150 and 2022 Explorer/PIU Included with Whelen CORE bundles 21 Button Multifunction Controller with 3-Position Slider	1	0.00	0.00T
	1	0.00	0.00T
	1	0.00	0.00T
EXPANSION MODULE/V2V Whelen CEM16 16-Output, 4-Input WeCanX Expansion Module 2022 PKG 822 Vehicle to Vehicle Sync Module	1	183.40	183.40T
	1	203.00	203.00T
LIGHTBAR BAR Lightbar Package Containing: 49" LIBERTYII Lightbar (RW-BW w/ Rear Arrow function) Core C399 Control Head OBDII Cable	1	3,126.20	3,126.20T
FRONT OF VEHICLE PB450L4 Pushbumper With WHELEN ION (2 forward/ 2 side) RED/ BLUE/ WHITE WITH OVER RIDE	1	986.96	986.96T
SPEAKERS			

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS.

Sales Tax (0.0%)

Total

Thank you for the opportunity.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9149

Project:

08_2023_Ford_PIU_Patrol_KristinD_1

9/1/2023

Preferred Client:
Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.0

P.O. No.

Terms

FOB

Pride Consultant

Credit Card

Chandler, AZ

Jason

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
SA315P Speaker, Black Plastic, add specific SAK* bracket to be included at no cost	1	208.60	208.60T
2022 PROMO# KB026 TERR 822			
Heavy duty universal "L" mounting bracket for SA315P Siren Speaker	1	0.00	0.00T
Whelen Single Howler WeCanX Low Frequency Siren/Speaker System (Specify Vehicle Year, Make and Model for Correct Mounting Hardware)	1	478.80	478.80T
2022 PKG 822			
Howler Mounting Bracket for 2020-2022 Ford Police Interceptor Utility (No Charge When Purchased with HOWLER system).	1	0.00	0.00T
SIDE LIGHTING			
Ford Police Interceptor Utility, 2020-2021.	1	371.11	371.11T
ION DUO upgrade for Mirror Beam red/white	1	23.69	23.69T
ION DUO upgrade for above Mirror Beam, blue/white	1	23.69	23.69T
DUO™ Red/Blue 69 Flash Patterns including Steady-Burn, Clear Lens	2	144.20	288.40T
90 Degree Mounting Bracketfor 1 Strip Light Plus Lighthead.	2	23.69	47.38T
REAR LIGHTING			
T ION DUO Red White(Lic,Hatch,Wing)	3	103.60	310.80T
T ION DUO Blue White(Lic,Hatch,Wing)	3	103.60	310.80T
Whelen Ion T Series License Plate Bracket	1	43.30	43.30T
Universal "L" Mounting Bracket for One TLI™ Lighthead.	2	12.795	25.59T
PARTITION			
2020-23 PI Utility Single Cell with Poly window half cage, kick panel w/ foot pocket, metal/poly divider with removable panel (Patent Pending), center seat floor plate, replacement plastic seat with OS seatbelt system, TROY rear partition square-hole pattern with driver side fire extinguisher compartment		2,357.96	2,357.96T
2020+ Ford PIU Door Handle/Window Switch Covers.	1	43.85	43.85T
2020-23 Ford PI Utility passenger side of diamond-punched window screen (ordered separately with PIU single cell kit).	1	98.28	98.28T
GUN RACK			
Rapid Adjust Universal Gunrack with SC-6 XL Lock	1	235.19	235.19T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (0.0%)

Total

Thank you for the opportunity.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9149

Project:

08_2023_Ford_PIU_Patrol_KristinD_1

9/1/2023

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

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P.O. No.

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Chandler, AZ

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kdecker@coconino.az.gov

Description	Qty	Price/	Total
CONSOLE			
2020-23 PI Utility 18" Sloped console, 10" slope, 8" level (no floor plate needed, mounts directly to floor).	1	454.36	454.36T
4" Internal Dual Beverage Holder	1	48.38	48.38T
2022 Pricing			
Cig Outlet and Rubber Cap	3	11.34	34.02T
3" Faceplate for Motorola APX6500 Radio with 07 head	1	0.00	0.00T
4" FACEPLATE WHELEN ARGES SERIES SUPER-LED REMOTE CONTROL SPOTLIGHT	1	0.00	0.00T
2" 3 constant hot 12V outlets with rubber covers - 1 double USB port	1	56.64	56.64T
1" blank face plate	1	0.00	0.00T
4" Faceplate for Whele Cencom Controller	1	0.00	0.00T
SL-20L - 12V DC Smart Charge	1	151.54	151.54T
Special Discount -		-154.54	-154.54
COMPUTER DOC			
Console side ht. adj. mount w/slide arm for docking station	1	445.28	445.28T
Docking Station For Dell 5430, 7330, 5420, 5424 & 7424 Notebooks With Advanced Port Replication & LIND Power Supply.	1	892.82	892.82T
ARGES			
Arges Remote Spotlight.	1	498.40	498.40T
5 degree			
Driver 2020 Ford PIU Fender Mount.	1	71.40	71.40T
Arges Spotlight Controller	1	222.60	222.60T
STORAGE BOX			
ECO LINE ALUMINUM STORAGE BOX 47" X 37" X 12"	1	1,388.77	1,388.77T
2022 Pricing			
2020+ Ford PIU Utility eco line cargo mounting brackets FORD SPECIFIC.	1	139.10	139.10T
WeCanX COMM CABLE 100' BULK	1	187.92	187.92T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS.

Sales Tax (0.0%)

Total

Thank you for the opportunity.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9149

Project:

08_2023_Ford_PIU_Patrol_KristinD_1

9/1/2023

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.0

P.O. No.

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Credit Card

Chandler, AZ

Jason

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kdecker@coconino.az.gov

Description	Qty	Price/	Total
Pride Outfitting "Blue Spyder Mini"	1	475.00	475.00T
Universal Wire Harness with 11 Automotive fuses in enclosed assembly; Includes Circuit Breaker, Super-Relay, and Equipment Timer			
Consumables (F)		298.00	298.00T
Group Subtotal			15,241.69
Shipping & Handling		4.50%	685.88
3M Certified Graphics Installation	2	85.00	170.00
Professional Installation Services	40	90.00	3,600.00

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS.

- PLEASE SIGN AND EMAIL BACK TO CONFIRM YOUR ORDER -

I, (we) agree to the terms, conditions & rates, and agree to pay Pride Outfitting in full for the services listed.

Sales Tax (0.0%)

\$0.00

Signature

Print Name

Total

\$19,697.57

Thank you for the opportunity.

ALL RATES HEREIN ARE ONLY VALID FOR 30 DAYS. PAYMENT POLICY: Pride Outfitting requires 50% deposits on all accounts. The balance is due prior to or at delivery of equipment of service unless otherwise stated. All late payments will be subject to an 18% APR late fee. The policies, rates and conditions are considered approved and in effect upon receipt of any payment, service or equipment. A restocking fee will be applied to equipment cancelled following approval at 100%, 75% if less than 14 days & 50% if less than 21 days. Please make checks payable to "Pride Outfitting" note invoice/proposal number. We also accept ACH, Visa, MasterCard & AMEX.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9143

Project:

08_2023_Chevrolet_Tahoe_Patrol_KristinD_1

8/30/2023

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.1

P.O. No.

Terms

FOB

Pride Consultant

Credit Card

Chandler, AZ

Jason

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
VIN#			
Patrol			
*** CUSTOM GRAPHICS ***		0.00	0.00T
!! A build cannot begin until the graphics package is approved and signed by Client !!			
APPROVAL REQUIRED BY: _____			
Flagstaff Graphic Kit(Tahoe)	1	665.00	665.00T
SIREN			
Whelen Core with OBDII & control head	1	0.00	0.00T
Included at no cost in CORE LIGHTBAR BUNDLES2022 PROMO# KB026 TERR 822			
OBD II Canport Kit Tahoe/Sub	1	0.00	0.00T
21 Button Multifunction Controller wilth 3-Position Slider	1	0.00	0.00T
EXPANSION MODULE/V2V			
Whelen CEM16 16-Output, 4-Input WeCanX Expansion Module	1	183.40	183.40T
2022 PKG 822			
Vehicle to Vehicle Sync Module	1	203.00	203.00T
2022 PKG 822			
LIGHTBAR BAR			
54" TRIO WeCanX Liberty II Lightbar	1	3,547.60	3,547.60T
Red/Blue with Full White Illumination			
2023 KB026 TERR123 Pricing			
FRONT OF VEHICLE			
2021+ CHEVY TAHOE PB450L4	1	986.96	986.96T
With WHELEN ION			
RED/ BLUE/ WHITE			
WITH OVER RIDE			
SPEAKERS			
SA315P Speaker, Black Plastic, add specific SAK* bracket to be included at no cost	1	208.60	208.60T
2022 PROMO# KB026 TERR 822			
Heavy duty universal "L" mounting bracket for SA315P Siren Speaker	1	0.00	0.00T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (0.0%)

Total

Thank you for the opportunity.



SAFEGUARDING OUR HEROES™

Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9143

Project:

08_2023_Chevrolet_Tahoe_Patrol_KristinD_1

8/30/2023

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.1

P.O. No.

Terms

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Pride Consultant

Credit Card

Chandler, AZ

Jason

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
Whelen Single Howler WeCanX Low Frequency Siren/Speaker System (Specify Vehicle Year, Make and Model for Correct Mounting Hardware)	1	478.80	478.80T
2022 PKG 822			
Howler Mounting Bracket for 2021 Chevy Tahoe	1	0.00	0.00T
SIDE LIGHTING			
Mirror Beam housing for 2021 Tahoe	1	371.11	371.11T
ION DUO upgrade for Mirror Beam red/white	1	23.69	23.69T
ION DUO upgrade for above Mirror Beam, blue/white	1	23.69	23.69T
DUO™ Red/Blue 69 Flash Patterns including Steady-Burn, Clear Lens	2	144.20	288.40T
90 Degree Mounting Bracketfor 1 Strip Light Plus Lighthead.	2	23.69	47.38T
REAR LIGHTING			
T ION DUO Red White(Lic,Hatch,Wing)	3	103.60	310.80T
T ION DUO Blue White(Lic,Hatch,Wing)	3	103.60	310.80T
Whelen Ion T Series License Plate Bracket	1	43.30	43.30T
Universal "L" Mounting Bracket for One TLI™ Lighthead.	2	12.795	25.59T
PARTITION			
2021+ Tahoe/Suburban US Front Partition Kit (TP-E-SL6-FS-SS, PM-21TH, KP-21TH-SS)		994.14	994.14T
2023 Pricing			
2021 Chevy Tahoe Window Screen Set	1	275.18	275.18T
2021+ Chevy Tahoe driver and passenger side door covers	1	249.48	249.48T
2023 Pricing			
2021 TAHOE 3-SIDED REAR CAGE WITH SQUARE-HOLE WINDOW	1	613.87	613.87T
GUN RACK			
Rapid Adjust Universal Gunrack with SC-6 XL Lock	1	235.19	235.19T
CONSOLE			
2021 TAHOE CONSOLE 10" SLOPE/8" LEVEL	1	483.84	483.84T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS.

Sales Tax (0.0%)

Total

Thank you for the opportunity.



Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9143

Project:

08_2023_Chevrolet_Tahoe_Patrol_KristinD_1

8/30/2023

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.1

P.O. No.

Terms

Credit Card

FOB

Chandler, AZ

Pride Consultant

Jason

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
2021 TAHOE CONSOLE FLOOR MOUNT	1	0.00	0.00T
4" Internal Dual Beverage Holder	1	48.38	48.38T
2022 Pricing			
Cig Outlet and Rubber Cap	3	11.34	34.02T
3" Faceplate for Motorola APX6500 Radio with 07 head	1	0.00	0.00T
4" FACEPLATE WHELEN ARGES SERIES SUPER-LED REMOTE CONTROL SPOTLIGHT	1	0.00	0.00T
2" 3 constant hot 12V outlets with rubber covers - 1 double USB port	1	56.64	56.64T
1" blank face plate	1	0.00	0.00T
4" Faceplate for Whele Cencom Controller	1	0.00	0.00T
SL-20L - 12V DC Smart Charge	1	151.54	151.54T
Special Discount -		-154.54	-154.54
COMPUTER DOC			
Console side ht. adj. mount w/slide arm for docking station	1	445.28	445.28T
Docking Station For Dell 5430, 7330, 5420, 5424 & 7424 Notebooks With Advanced Port Replication & LIND Power Supply.	1	892.82	892.82T
ARGES			
Arges Remote Spotlight.	1	498.40	498.40T
5 degree			
Arges 2021 Chevy Tahoe Driver's Side Fender Mounting Kit	1	71.40	71.40T
Spring 2022 promo pricing			
Arges Spotlight Controller	1	222.60	222.60T
STORAGE BOX			
ECO LINE ALUMINUM STORAGE BOX 47" X 37" X 12"	1	1,339.17	1,339.17T
2022 Pricing			
2021+ Tahoe Cargo Storage Box Mount , 4 pc system	1	393.12	393.12T
2023 Pricing			
WeCanX COMM CABLE 100' BULK	1	187.92	187.92T
Pride Outfitting "Blue Spyder Mini"	1	475.00	475.00T
Universal Wire Harness with 11 Automotive fuses in enclosed assembly; Includes Circuit Breaker, Super-Relay, and Equipment Timer			

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (0.0%)

Total

Thank you for the opportunity.



SAFEGUARDING OUR HEROES™

Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9143

Project:

08_2023_Chevrolet_Tahoe_Patrol_KristinD_1

8/30/2023

Preferred Client:

Flagstaff, City of Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

Revision

1.1

P.O. No.

Terms

FOB

Pride Consultant

Credit Card

Chandler, AZ

Jason

928-556-2305

kdecker@coconino.az.gov

Description	Qty	Price/	Total
Consumables (F)		298.00	298.00T
Group Subtotal			15,529.57
Shipping & Handling		4.50%	698.83
3M Certified Graphics Installation	2	85.00	170.00
Professional Installation Services	40	90.00	3,600.00

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS.

- PLEASE SIGN AND EMAIL BACK TO CONFIRM YOUR ORDER -

I, (we) agree to the terms, conditions & rates, and agree to pay Pride Outfitting in full for the services listed.

Sales Tax (0.0%)

\$0.00

Signature _____

Print Name _____

Total

\$19,998.40

Thank you for the opportunity.

ALL RATES HEREIN ARE ONLY VALID FOR 30 DAYS. PAYMENT POLICY: Pride Outfitting requires 50% deposits on all accounts. The balance is due prior to or at delivery of equipment of service unless otherwise stated. All late payments will be subject to an 18% APR late fee. The policies, rates and conditions are considered approved and in effect upon receipt of any payment, service or equipment. A restocking fee will be applied to equipment cancelled following approval at 100%, 75% if less than 14 days & 50% if less than 21 days. Please make checks payable to "Pride Outfitting" note invoice/proposal number. We also accept ACH, Visa, MasterCard & AMEX.

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Agency **Contract # 190170-S** Award Request for Proposal Solicitation No. **RFP 190170-S**
2. Agency **Contract # 190170-S** Pricing

SERIAL 190170-S VEHICLE OUTFITTERS

DATE OF LAST REVISION: January 19, 2023 CONTRACT END DATE: January 31, 2024

CONTRACT PERIOD THROUGH JANUARY 31, ~~2021-2022-2023~~ 2024

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **VEHICLE OUTFITTERS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 24, 2019**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

RN/ia
Attach

Copy to: Office of Procurement Services
 Gidget Vigil, Equipment Services Department
 Erick VanHofwegen, Equipment Services Department

BALAR HOLDING CORP.DBA: BALAR EQUIPMENT PO BOX 83118 PHOENIX, AZ 85029

SERIAL: 190170-S		
NIGP CODE: 92833		
RESPONDENT'S NAME:	Balar Holding Corp. DBA: Balar Equipment	
COUNTY VENDOR NUMBER:	VC0000006367	
ADDRESS:	11023 N. 22 ND Ave.	
	Phoenix, AZ 85029	
P.O. ADDRESS:		
TELEPHONE NUMBER:	602-944-1933	
FACSIMILE NUMBER:	602-944-9687	
WEB SITE:	www.balar.com	
CONTACT (REPRESENTATIVE):	Peter S. Evans Michael Neubauer Karen Duffey	
REPRESENTATIVE'S E-MAIL ADDRESS:	PEVANS@BALAR.COM mneubauer@balar.com accounting@balar.com	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	

☒ NET 30 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)	
Brush Dump Bodies		
Dump Bodies		
Water Truck Tanks		
Dry Freight Box Bodies		
Flat Beds		
Stake Beds		
Lube Truck Bodies		
Service Truck Bodies		
Sign Truck Bodies	X	
Barricade Bodies		
Aerial Truck Bodies		
Dog Kennel Bodies		
Landscape Bodies		
Other	X	Street Sweepers Combo Sewer Cleaners Hydro-Excavation Trucks Asphalt Patch Trucks Valve Exercise Trucks Refuse Trucks Sewer Camera Trucks

BALAR HOLDING CORP.DBA: BALAR EQUIPMENT

TRUCK BODIES OFFERED	MARK X Eff. 04/07/20	MARK X Eff. 11/12/20
Brush Dump Bodies		
Dump Bodies		
Stainless Steel Water Truck Tanks		
Stainless Steel Water Tanker		
Dry Freight Box Bodies		
Flat Beds		
Stake Beds		
Lube Truck Bodies		
Service Truck Bodies		
Sign Truck Bodies	X	
Barricade Bodies		
Aerial Truck Bodies		
Dog Transport Bodies		
Landscape Bodies		
Law Enforcement Up Fits		
Transit Buses for Prisoners		
Sweepers	X	X
Additional builds not listed	X	
Combo Pipe Cleaning Bodies		X
hydro excavation trucks		X
Asphalt Patch Bodies		X
valve exercise trucks		X
refuse trucks		
sewer camera trucks		
Roll Off Bodies		X
Hydro Excavation Bodies		X
Camera Inspection Bodies		X
Refuse Bodies		X

BALAR HOLDING CORP.DBA: BALAR EQUIPMENT

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
Dump Bodies
Stainless Steel Water Truck Tanks
Stainless Steel Water Tanker
~~Water Truck Tanks~~
Dry Freight Box Bodies
Flat Beds
Stake Beds
Lube Truck Bodies
Service Truck Bodies
Sign Truck Bodies
Barricade Bodies
Aerial Truck Bodies
Dog Transport Bodies
~~Dog Kennel Bodies~~
Landscape Bodies
Law Enforcement Up Fits
Transit for Prisoners
Sweepers

Please see below for added language.

1. 2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.
2. 2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.
3. 2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30

Vendor Number: VC0000006367

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021-2022 2023 2024.**

DON CHALMERS FORD INC. DBA: MHQ OF ARIZONA, 635 W ELLIOT RD TEMPE, AZ 85284

SERIAL: 190170-S		
NIGP CODE: 92833		
RESPONDENT'S NAME:	Don Chalmers Ford Inc. DBA: MHQ of Arizona	
COUNTY VENDOR NUMBER:	VS0000002896	
ADDRESS:	635 W. Elliot Rd.	
	Tempe, AZ 85284	
P.O. ADDRESS:		
TELEPHONE NUMBER:	800-299-1804 480/375-1276	
FACSIMILE NUMBER:	480-361-7716	
WEB SITE:	www.donchalmersford.com	
CONTACT (REPRESENTATIVE):	James W. Sutphen Tom VanNess	
REPRESENTATIVE'S E-MAIL ADDRESS:	jsutphen@mhqaz.com tvanness@mhqaz.com	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
TERMS: NET 30 DAYS		

TRUCK BODIES OFFERED	(MARK WITH AN X)	
Brush Dump Bodies		
Dump Bodies		
Water Truck Tanks		
Dry Freight Box Bodies		
Flat Beds		
Stake Beds		
Lube Truck Bodies		
Service Truck Bodies		
Sign Truck Bodies		
Barricade Bodies		
Aerial Truck Bodies		
Dog Kennel Bodies		
Landscape Bodies		
Other	X	Emergency Vehicle Equipment

DON CHALMERS FORD INC. DBA: MHQ OF ARIZONA

TRUCK BODIES OFFERED	MARK X Eff. 04/07/20
Brush Dump Bodies	
Dump Bodies	
Stainless Steel Water Truck Tanks	
Stainless Steel Water Tanker	
Dry Freight Box Bodies	
Flat Beds	
Stake Beds	
Lube Truck Bodies	
Service Truck Bodies	
Sign Truck Bodies	
Barricade Bodies	
Aerial Truck Bodies	
Dog Transport Bodies	
Landscape Bodies	
Law Enforcement Up Fits	X
Transit Buses for Prisoners	X
Sweepers	
Additional builds not listed:	X
K9 Vehicles	X
Fire Department Vehicles	X
Amber lighting for Public Works Vehicles	X
Mobile Command Vehicles	X
Vehicle Security Systems	X
Mobile Surveying Systems	X
Utility / Service Van storage systems	X
Radar Speed Trailers	X

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30

Vendor Number: VS0000002896

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022 2023 2024.**

DRAKE TRUCK BODIES, LLC DBA: DRAKE EQUIPMENT OF ARIZONA, 2235 S 19TH AVE PHOENIX, AZ 85009

SERIAL: 190170-S		
NIGP CODE: 92833		
RESPONDENT'S NAME:	Drake Truck Bodies, LLC DBA: Drake Equipment of Arizona	
COUNTY VENDOR NUMBER:	VC0000008038	
ADDRESS:	2235 S. 19th Ave.	
	Phoenix, AZ 85009	
P.O. ADDRESS:	Same	
TELEPHONE NUMBER:	602-278-2552 cell# for Caleb 1-951-837-9578	
FACSIMILE NUMBER:	602-278-0427	
WEB SITE:	www.drakeequipment.com	
CONTACT (REPRESENTATIVE):	Dave Drake Mark Kruse and Caleb Steward	
REPRESENTATIVE'S E-MAIL ADDRESS:	dave@drakeequipment.com Mark@drakeequipment.com Caleb@drakeequipment.com	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
TERMS: NET 10 DAYS		

TRUCK BODIES OFFERED	(MARK WITH AN X)
Brush Dump Bodies	X
Dump Bodies	X
Water Truck Tanks	
Dry Freight Box Bodies	X
Flat Beds	X
Stake Beds	X
Lube Truck Bodies	X
Service Truck Bodies	X
Sign Truck Bodies	X
Barricade Bodies	X
Aerial Truck Bodies	
Dog Kennel Bodies	X
Landscape Bodies	X
Other	X

DRAKE TRUCK BODIES, LLC DBA: DRAKE EQUIPMENT OF ARIZONA

TRUCK BODIES OFFERED	MARK X Eff. 04/07/20	MARK X Eff. 11/12/20
Brush Dump Bodies	X	X
Dump Bodies	X	X
Stainless Steel Water Truck Tanks		
Stainless Steel Water Tanker		
Dry Freight Box Bodies	X	X
Flat Beds	X	X
Stake Beds	X	X
Lube Truck Bodies	X	X
Service Truck Bodies	X	X
Sign Truck Bodies	X	X
Barricade Bodies	X	X
Aerial Truck Bodies		
Dog Transport Bodies	X	
Landscape Bodies	X	X
Law Enforcement Up Fits		
Transit Buses for Prisoners		
Sweepers		
Additional builds not listed:		

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 10

Vendor Number: VC0000008038

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022 2023 2024.**

INTERSTATE WRECK REBUILDERS, INC. DBA: INTERSTATE TRUCK BODIES, 3215 W LINCOLN ST. PHOENIX, AZ 85009

SERIAL: 190170-S		
NIGP CODE: 92833		
RESPONDENT'S NAME:	Interstate Wreck Rebuilders, Inc. DBA: Interstate Truck Bodies	
COUNTY VENDOR NUMBER:	VS0000003325	
ADDRESS:	3215 W. LINCOLN ST.	
	Phoenix, AZ 85009	
P.O. ADDRESS:		
TELEPHONE NUMBER:	602-272-2298	
FACSIMILE NUMBER:	602-269-5021	
WEB SITE:	www.interstatetruckbodies.com	
CONTACT (REPRESENTATIVE):	Mike Miller	
REPRESENTATIVE'S E-MAIL ADDRESS:	mike@interstatetruckbodies.com	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
TERMS: NET 30 DAYS		

TRUCK BODIES OFFERED	(MARK WITH AN X-)
Brush Dump Bodies	X
Dump Bodies	X
Water Truck Tanks	X
Dry Freight Box Bodies	
Flat Beds	X
Stake Beds	X
Lube Truck Bodies	X
Service Truck Bodies	X
Sign Truck Bodies	
Barriade Bodies	
Aerial Truck Bodies	
Dog Kennel Bodies	
Landscape Bodies	X
Other	X

INTERSTATE WRECK REBUILDERS, INC. DBA: INTERSTATE TRUCK BODIES

TRUCK BODIES OFFERED	MARK X Eff. 04/07/20
Brush Dump Bodies	X
Dump Bodies	X
Stainless Steel Water Truck Tanks	X
Stainless Steel Water Tanker	X
Dry Freight Box Bodies	
Flat Beds	X
Stake Beds	X
Lube Truck Bodies	X
Service Truck Bodies	X
Sign Truck Bodies	X
Barricade Bodies	X
Aerial Truck Bodies	
Dog Transport Bodies	
Landscape Bodies	X
Law Enforcement Up Fits	
Transit Buses for Prisoners	
Sweepers	
Additional builds not listed:	
Roll-Off Bodies - Hoists	

INTERSTATE WRECK REBUILDERS, INC. DBA: INTERSTATE TRUCK BODIES

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
Dump Bodies
Stainless Steel Water Truck Tanks
Stainless Steel Water Tanker
~~Water Truck Tanks~~
Dry Freight Box Bodies
Flat Beds
Stake Beds
Lube Truck Bodies
Service Truck Bodies
Sign Truck Bodies
Barricade Bodies
Aerial Truck Bodies
Dog Transport Bodies
~~Dog Kennel Bodies~~
Landscape Bodies
Law Enforcement Up Fits
Transit for Prisoners
Sweepers

Please see below for added language.

- 1. 2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.**
- 2. 2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.**
- 3. 2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.**

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30

Vendor Number: VS0000003325

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

**JAR CAPITAL GROUP INC. DBA: QUALITY VANS AND SPECIALTY VEHICLES, 2113 W 7TH ST
TEMPE, AZ 85281**

SERIAL: 190170-S		
NIGP CODE: 92833		
RESPONDENT'S NAME:	Jar Capital Group Inc. DBA: Quality Vans And Specialty Vehicles	
COUNTY VENDOR NUMBER:	VC0000004357	
ADDRESS:	2113 W. 7 th St.	
	Tempe, AZ 85281	
P.O. ADDRESS:		
TELEPHONE NUMBER:	480-464-7007	
FACSIMILE NUMBER:	480-464-5999	
WEB SITE:	www.qualityvans.com	
CONTACT (REPRESENTATIVE):	Dave Rabuck	
REPRESENTATIVE'S E-MAIL ADDRESS:	dave@qualityvans.com	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
TERMS: NET 30 DAYS		

TRUCK BODIES OFFERED	(MARK WITH AN X-)
Brush Dump Bodies	
Dump Bodies	
Water Truck Tanks	
Dry Freight Box Bodies	
Flat Beds	
Stake Beds	
Lube Truck Bodies	
Service Truck Bodies	
Sign Truck Bodies	
Barriade Bodies	
Aerial Truck Bodies	
Dog Kennel Bodies	
Landscape Bodies	
Other	X

JAR CAPITAL GROUP INC. DBA: QUALITY VANS AND SPECIALTY VEHICLES

TRUCK BODIES OFFERED	MARK X Eff. 04/07/20
Brush Dump Bodies	
Dump Bodies	
Stainless Steel Water Truck Tanks	
Stainless Steel Water Tanker	
Dry Freight Box Bodies	X
Flat Beds	
Stake Beds	
Lube Truck Bodies	
Service Truck Bodies	
Sign Truck Bodies	
Barricade Bodies	
Aerial Truck Bodies	
Dog Transport Bodies	
Landscape Bodies	
Law Enforcement Up Fits	X
Transit Buses for Prisoners	X
Sweepers	
Additional builds not listed:	
Mobile Office Bodies	X
Medical Bodies	X
Public Outreach Bodies	X
Space Kap Truck Bodies	X

JAR CAPITAL GROUP INC. DBA: QUALITY VANS AND SPECIALTY VEHICLES

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

- Brush Dump Bodies
- Dump Bodies
- Stainless Steel Water Truck Tanks
- Stainless Steel Water Tanker
- ~~Water Truck Tanks~~
- Dry Freight Box Bodies
- Flat Beds
- Stake Beds
- Lube Truck Bodies
- Service Truck Bodies
- Sign Truck Bodies
- Barricade Bodies
- Aerial Truck Bodies
- Dog Transport Bodies
- ~~Dog Kennel Bodies~~
- Landscape Bodies
- Law Enforcement Up Fits
- Transit for Prisoners
- Sweepers

Please see below for added language.

- 1. 2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.
- 2. 2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.
- 3. 2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.

PRICING SHEET: NIGP CODE 92833, 06586, 06510

- Terms: NET 30
- Vendor Number: VC0000004357
- Certificates of Insurance Required
- Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

NORWOOD EQUIPMENT LLC 511 E MOHAVE PHOENIX, AZ 85004

SERIAL: 190170-S	
NIGP CODE: 92833	
RESPONDENT'S NAME:	Norwood Equipment LLC
COUNTY VENDOR NUMBER:	VC0000007450
ADDRESS:	511 E. Mohave
	Phoenix AZ 85004
P.O. ADDRESS:	
TELEPHONE NUMBER:	602-254-0644
FACSIMILE NUMBER:	602-253-4100
WEB SITE:	www.norwoodequipment.com
CONTACT (REPRESENTATIVE):	Bill Bergman Account Representative
REPRESENTATIVE'S E-MAIL ADDRESS:	bill.bergman@norwoodequipment.com
	YES NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X] []
TERMS: NET 30 DAYS	

TRUCK BODIES OFFERED	(MARK WITH AN X)	
Brush Dump Bodies	X	
Dump Bodies	X	
Water Truck Tanks	X	
Dry Freight Box Bodies		
Flat Beds	X	
Stake Beds	X	
Lube Truck Bodies	X	
Service Truck Bodies	X	
Sign Truck Bodies	X	
Barricade Bodies	X	
Aerial Truck Bodies		
Dog Kennel Bodies	X	
Landscape Bodies	X	
Other	X	Roll of Hoist Hook Lift Container Carrier Street Sweeper Sewer Cleaning Combination Storm Drain Catch Basin Jetter Water Jetter Hydro Excavation Asphalt Distributor Asphalt Patch Chip Spreader Sewer Pipe Inspection Eq Truck Mounted Trailer Mounted Sewer Pipe Inspection Eq Portable Pipe Inspection Unit Snow Plow & Ice Bodies

NORWOOD EQUIPMENT LLC

Other cont.	X	Sand Spreader Refuse Side Load Refuse Front Load Refuse Rear Load LowBoy Trailers Equipment Haul Trailers Water Tanker Trailer Truck Mounted Equipment NOTE: Items in are to be added with an effective date of 2-1-2022
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TRUCK BODIES OFFERED	MARK X Eff. 04/07/20
Brush Dump Bodies	X
Dump Bodies	X
Stainless Steel Water Truck Tanks	X
Stainless Steel Water Tanker	X
Dry Freight Box Bodies	
Flat Beds	X
Stake Beds	X
Lube Truck Bodies	
Service Truck Bodies	
Sign Truck Bodies	
Barricade Bodies	
Aerial Truck Bodies	
Dog Transport Bodies	
Landscape Bodies	X
Law Enforcement Up Fits	
Transit Buses for Prisoners	
Sweepers	X
Additional builds not listed:	
Catch basin / Culvert Pipe, cleaning jetter/ Vacuum Trucks	
Hydro Excavation Trucks soft dig	
Roll off hoist Truck Body	
Refuse & Recycle collection body / front load, Rear load, side load	
Low Boy, Construction Equipment Trailers	
Asphalt Distributors, Chip spreader	
Pot Hole Patch Truck	
Live Bottom Trailer	
Truck Mounted Equipment	

NORWOOD EQUIPMENT LLC

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
Dump Bodies
Stainless Steel Water Truck Tanks
Stainless Steel Water Tanker
~~Water Truck Tanks~~
Dry Freight Box Bodies
Flat Beds
Stake Beds
Lube Truck Bodies
Service Truck Bodies
Sign Truck Bodies
Barricade Bodies
Aerial Truck Bodies
Dog Transport Bodies
~~Dog Kennel Bodies~~
Landscape Bodies
Law Enforcement Up Fits
Transit for Prisoners
Sweepers

Please see below for added language.

- 1. 2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.**
- 2. 2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.**
- 3. 2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.**

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30

Vendor Number: VC0000007450

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

SUN COUNTRY TRUCK EQUIPMENT, 4245 E SUPERIOR PHOENIX, AZ 85004

SERIAL: 190170-S		
NIGP CODE: 92833		
RESPONDENT'S NAME:	Sun Country Truck Equipment	
COUNTY VENDOR NUMBER:	VS0000003327	
ADDRESS:	4245 E. Superior	
	Phoenix, AZ 85040	
P.O. ADDRESS:		
TELEPHONE NUMBER:	602-438-4956	
FACSIMILE NUMBER:	602-438-4947	
WEB SITE:	www.suncountrytruck.com	
CONTACT (REPRESENTATIVE):	Keith Ladd	
REPRESENTATIVE'S E-MAIL ADDRESS:	keith@suncountrytruck.net	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
TERMS: NET 30 DAYS		

TRUCK BODIES OFFERED	(MARK WITH AN X)
Brush Dump Bodies	X
Dump Bodies	X
Water Truck Tanks	
Dry Freight Box Bodies	X
Flat Beds	X
Stake Beds	X
Lube Truck Bodies	
Service Truck Bodies	X
Sign Truck Bodies	
Barriade Bodies	
Aerial Truck Bodies	
Dog Kennel Bodies	
Landscape Bodies	X
Other	X

SUN COUNTRY TRUCK EQUIPMENT

TRUCK BODIES OFFERED	MARK X Eff. 04/07/20
Brush Dump Bodies	X
Dump Bodies	X
Stainless Steel Water Truck Tanks	
Stainless Steel Water Tanker	
Dry Freight Box Bodies	X
Flat Beds	X
Stake Beds	X
Lube Truck Bodies	
Service Truck Bodies	X
Sign Truck Bodies	
Barricade Bodies	X
Aerial Truck Bodies	
Dog Transport Bodies	
Landscape Bodies	X
Law Enforcement Up Fits	
Transit Buses for Prisoners	
Sweepers	
Additional builds not listed:	

SUN COUNTRY TRUCK EQUIPMENT

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
Dump Bodies
Stainless Steel Water Truck Tanks
Stainless Steel Water Tanker
~~Water Truck Tanks~~
Dry Freight Box Bodies
Flat Beds
Stake Beds
Lube Truck Bodies
Service Truck Bodies
Sign Truck Bodies
Barricade Bodies
Aerial Truck Bodies
Dog Transport Bodies
~~Dog Kennel Bodies~~
Landscape Bodies
Law Enforcement Up Fits
Transit for Prisoners
Sweepers

Please see below for added language.

- 1. 2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.**
- 2. 2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.**
- 3. 2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.**

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30

Vendor Number: VS0000003327

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

JB POINDEXTER & COMPANY INC DBA: READING TRUCK EQUIPMENT LLC DBA: AUTO SAFETY HOUSE, 2630 W BUCKEYE RD PHOENIX, AZ 85009
W.W WILLIAMS DBA: AUTO SAFETY HOUSE, COMPANY, LLC

SERIAL: 190170-S		
NIGP CODE: 92833		
RESPONDENT'S NAME:	JB Poindexter & Company Inc DBA: Reading Truck Equipment LLC DBA: Auto Safety House W. W. Williams DBA: Auto Safety House Company, LLC	
COUNTY VENDOR NUMBER:	VC0000008514 VS0000006353	
ADDRESS:	2630 W. Buckeye Rd. Phoenix, AZ 85009	
P.O. ADDRESS:		
TELEPHONE NUMBER:	602-269-9721 Tony's cell 480-450-3427	
FACSIMILE NUMBER:	602-278-3916	
WEB SITE:	www.autosafetyhouse.com	
CONTACT (REPRESENTATIVE):	Andrew Shine, Troy Naylor-Tony Swinson	
REPRESENTATIVE'S E-MAIL ADDRESS:	ashiner@autosafetyhouse.com , tnaylor@autosafetyhouse.com tswinson@readingtruck.com	
	YES	NO
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]

☒ NET 30 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)
Brush Dump Bodies	X
Dump Bodies	X
Water Truck Tanks	
Dry Freight Box Bodies	X
Flat Beds	X
Stake Beds	X
Lube Truck Bodies	X
Service Truck Bodies	X
Sign Truck Bodies	X
Barricade Bodies	X
Aerial Truck Bodies	
Dog Kennel Bodies	X
Landscape Bodies	X
Other	X

JB POINDEXTER & COMPANY INC DBA: READING TRUCK EQUIPMENT LLC

TRUCK BODIES OFFERED	MARK X Eff. 04/07/20
Brush Dump Bodies	X
Dump Bodies	X
Stainless Steel Water Truck Tanks	
Stainless Steel Water Tanker	
Dry Freight Box Bodies	X
Flat Beds	X
Stake Beds	X
Lube Truck Bodies	X
Service Truck Bodies	X
Sign Truck Bodies	X
Barricade Bodies	X
Aerial Truck Bodies	
Dog Transport Bodies	X
Landscape Bodies	X
Law Enforcement Up Fits	
Transit Buses for Prisoners	X
Sweepers	
Additional builds not listed:	

JB POINDEXTER & COMPANY INC DBA: READING TRUCK EQUIPMENT LLC

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
Dump Bodies
Stainless Steel Water Truck Tanks
Stainless Steel Water Tanker
~~Water Truck Tanks~~
Dry Freight Box Bodies
Flat Beds
Stake Beds
Lube Truck Bodies
Service Truck Bodies
Sign Truck Bodies
Barricade Bodies
Aerial Truck Bodies
Dog Transport Bodies
~~Dog Kennel Bodies~~
Landscape Bodies
Law Enforcement Up Fits
Transit for Prisoners
Sweepers

Please see below for added language.

- 1. 2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.**
- 2. 2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.**
- 3. 2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.**

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30

Vendor Number: VC0000008514 VS0000006353

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

ARIZONA EMERGENCY PRODUCTS, 3433 EAST WOOD STREET, PHOENIX, AZ 85040

COMPANY NAME:	Arizona Emergency Products
DOING BUSINESS AS (dba):	AEP
MAILING ADDRESS:	3433 East Wood Street, Phoenix, Az 85040
REMIT TO ADDRESS:	
TELEPHONE NUMBER:	602-453-9111
FAX NUMBER:	602-453-3743
WWW ADDRESS:	www.american-emergency-products.com
REPRESENTATIVE NAME:	Timothy Heaton Tammy Reutter
REPRESENTATIVE TELEPHONE NUMBER:	602-621-4929
REPRESENTATIVE EMAIL ADDRESS	timothy.heaton@soncellna.com tammy.reutter@aep-na.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

☒ NET 30 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)
Law Enforcement Up Fits	X
Transit for Prisoners	X

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30

Vendor Number: VC0000008697

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

****ADDED EFFECTIVE 11/12/2020****

AIRWAVE COMMUNICATIONS ENTERPRISES, 6047 S. MAPLE AVENUE, TEMPE, AZ 85283

COMPANY NAME:	Airwave Communications Enterprise Inc
DOING BUSINESS AS (dba):	Same
MAILING ADDRESS:	6047 S Maple Ave. Tempe, AZ 85283
REMIT TO ADDRESS:	6047 S Maple Ave. Tempe, AZ 85283
TELEPHONE NUMBER:	602-889-2359
FAX NUMBER:	
WWW ADDRESS:	airwavecommunication.com
REPRESENTATIVE NAME:	Joe Hunter
REPRESENTATIVE TELEPHONE NUMBER:	480-504-5516
REPRESENTATIVE EMAIL ADDRESS	joe.hunter@airwavecommunication.com
Send contracts & purchase orders to this mailbox	arizona@airwavecommunications.com arizona@airwavecommunication.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

☒ NET 30 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)
Law Enforcement Up Fits	X

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30

Vendor Number: VS0000003073

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022 2023 2024.**

****ADDED EFFECTIVE 11/12/2020****

NESCON LLC, 4638 EAST INGRAM STREET, MESA, AZ 85205

COMPANY NAME:	Nescon, LLC
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	4638 E. Ingram St., Mesa, AZ 85205
REMIT TO ADDRESS:	4638 E. Ingram St., Mesa, AZ 85205
TELEPHONE NUMBER:	480-505-0001
FAX NUMBER:	N/A
WWW ADDRESS:	www.nescon.co
REPRESENTATIVE NAME:	Daniel Clemons
REPRESENTATIVE TELEPHONE NUMBER:	480-572-2387
REPRESENTATIVE EMAIL ADDRESS	danielc@nescon.co

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

☒ NET 30 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)
Sweepers	X

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
 Dump Bodies
 Stainless Steel Water Truck Tanks
 Stainless Steel Water Tanker
~~Water Truck Tanks~~
 Dry Freight Box Bodies
 Flat Beds
 Stake Beds
 Lube Truck Bodies
 Service Truck Bodies
 Sign Truck Bodies
 Barricade Bodies
 Aerial Truck Bodies
 Dog Transport Bodies
~~Dog Kennel Bodies~~
 Landscape Bodies
 Law Enforcement Up Fits
 Transit for Prisoners
 Sweepers

Please see below for added language.

1. 2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.
2. 2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.
3. 2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.

NESCON LLC, 4638 EAST INGRAM STREET, MESA, AZ 85205

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30

Vendor Number: VS0000005294

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022 2023 2024.**

****ADDED EFFECTIVE 11/12/2020****

RWC INTERNATIONAL LTD DBA: RWC GROUP LLC, 600 NORTH 75TH AVENUE, PHOENIX, AZ 85043

COMPANY NAME:	RWC International
DOING BUSINESS AS (dba):	RWC Group
MAILING ADDRESS:	600 N 75th Ave
REMIT TO ADDRESS:	600 N 75th Ave
TELEPHONE NUMBER:	602-350-1458
FAX NUMBER:	602-3071051
WWW ADDRESS:	www.rwcgroup.com
REPRESENTATIVE NAME:	Mary Wilson
REPRESENTATIVE TELEPHONE NUMBER:	602-350-1458
REPRESENTATIVE EMAIL ADDRESS	mwilson@rwcgroup.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0

☒ NET 60 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)
Brush Dump Bodies	X
Dumb Bodies	X
Stainless Steel Water Truck Tanks	X
Stainless Steel Water Tanker	X
Dry Freight Box Bodies	X
Flat Bodies	X
Stake Bodies	X
Lub Truck Bodies	X
Service Truck Bodies	X
Sign Truck Bodies	X
Barricade Bodies	X
Aerial Truck Bodies	X
Dog Transport Bodies	X
Landscape Bodies	X
Law Enforcement Up Fits	
Transit for Prisoners	X
Sweepers	X
Other (List out)	
Roll Offs	X
Hook Lifts	X
Container Carriers	X
Roll-Back	X
Septic Unit	X

RWC INTERNATIONAL LTD DBA: RWC GROUP LLC,

Vacuum Unit	X
Auto Cranes	X
Attenuators	X
Cone Trucks	X
Winch Trucks	X

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
 Dump Bodies
 Stainless Steel Water Truck Tanks
 Stainless Steel Water Tanker
~~Water Truck Tanks~~
 Dry Freight Box Bodies
 Flat Beds
 Stake Beds
 Lube Truck Bodies
 Service Truck Bodies
 Sign Truck Bodies
 Barricade Bodies
 Aerial Truck Bodies
 Dog Transport Bodies
~~Dog Kennel Bodies~~
 Landscape Bodies
 Law Enforcement Up Fits
 Transit for Prisoners
 Sweepers

Please see below for added language.

1. **2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.**
2. **2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.**
3. **2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.**

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 60

Vendor Number: VC0000002933

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

****ADDED EFFECTIVE 11/12/2020****

UNITED TRUCK EQUIPMENT, 2045 WEST BUCKEYE ROAD, PHOENIX, AZ 85009

COMPANY NAME:	UNITED TRUCK & EQUIPMENT INC.
DOING BUSINESS AS (dba):	United Truck & Equipment Inc.
MAILING ADDRESS:	2045 West Buckeye Rd Phoenix, AZ 85009
REMIT TO ADDRESS:	2045 West Buckeye Rd Phoenix, AZ 85009
TELEPHONE NUMBER:	602-253-7739
FAX NUMBER:	602-258-6312
WWW ADDRESS:	www.watertrucks.com
REPRESENTATIVE NAME:	Matt Barrick
REPRESENTATIVE TELEPHONE NUMBER:	602-253-7739
REPRESENTATIVE EMAIL ADDRESS	matt@watertrucks.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

☒ NET 30 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)
Stainless Steel Water Truck Tanks	X
Stainless Steel Water Tanker	X

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
Dump Bodies
Stainless Steel Water Truck Tanks
Stainless Steel Water Tanker
~~Water Truck Tanks~~
Dry Freight Box Bodies
Flat Beds
Stake Beds
Lube Truck Bodies
Service Truck Bodies
Sign Truck Bodies
Barricade Bodies
Aerial Truck Bodies
Dog Transport Bodies
~~Dog Kennel Bodies~~
Landscape Bodies
Law Enforcement Up Fits
Transit for Prisoners
Sweepers

Please see below for added language.

1. 2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.
2. 2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.
3. 2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.

UNITED TRUCK EQUIPMENT, 2045 WEST BUCKEYE ROAD, PHOENIX, AZ 85009

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30

Vendor Number: VC0000007247

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022 2023 2024.**

****ADDED EFFECTIVE 11/12/2020****

BRAUN NORTHWEST INC., PO BOX 1204 150, CHEHALIS, WA 98532

COMPANY NAME:	Braun Northwest
DOING BUSINESS AS (dba):	Braun Northwest
MAILING ADDRESS:	150 North Star Drive PO Box 1204 Chehalis WA 98532
REMIT TO ADDRESS:	Same
TELEPHONE NUMBER:	800-245-6303
FAX NUMBER:	360-748-0256
WWW ADDRESS:	www.braunnw.com
REPRESENTATIVE NAME:	Tami McCallum Steve Sarkesian
REPRESENTATIVE TELEPHONE NUMBER:	360-748-0195 928-274-6811
REPRESENTATIVE EMAIL ADDRESS	sales@braunnorthwest.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PAYMENT TERMS: NET 30 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)
Prisoner Transport 13 passenger	\$100,983.00
Prisoner Transport 18 passenger	\$154,221.00
Prisoner Transport 28 passenger	\$186,709.00
Prisoner Transport 29 passenger	\$194,293.00
SWAT Command	\$205,000.00
CSI Command	\$211,234.00

BRAUN NORTHWEST INC.

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
Dump Bodies
Stainless Steel Water Truck Tanks
Stainless Steel Water Tanker
~~Water Truck Tanks~~
Dry Freight Box Bodies
Flat Beds
Stake Beds
Lube Truck Bodies
Service Truck Bodies
Sign Truck Bodies
Barricade Bodies
Aerial Truck Bodies
Dog Transport Bodies
~~Dog Kennel Bodies~~
Landscape Bodies
Law Enforcement Up Fits
Transit for Prisoners
Sweepers

Please see below for added language.

1. **2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.**
2. **2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.**
3. **2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.**

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30 DAYS

Vendor Number: VS0000005295

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022 2023 2024.**

****ADDED EFFECTIVE 11/12/2020****

DEERSKIN MANUFACTURING. INC., 4078 W HWY 199, SPRINTOWN TX 76082

COMPANY NAME:	Deerskin Mfg Inc		
DOING BUSINESS AS (dba):			
MAILING ADDRESS:	PO Box 127 Springtown, TX 76082		
REMIT TO ADDRESS:	Same		
TELEPHONE NUMBER:	8172205535		
FAX NUMBER:	8175236685		
WWW ADDRESS:	www.DeerskinAnimalControl.com		
REPRESENTATIVE NAME:	Jennifer Villasana		
REPRESENTATIVE TELEPHONE NUMBER:	8172205535		
REPRESENTATIVE EMAIL ADDRESS	sales@deerskinmfg.com		
	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PAYMENT TERMS: NET 30 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)
Dog Transport Bodies	X
Transit for Prisoners	X

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30 DAYS

Vendor Number: VS0000004194

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022 2023 2024.**

****ADDED EFFECTIVE 11/12/2020****

CREATIVE BUS SALES, PO BOX 60038 PHOENIX, AZ 85082

COMPANY NAME:	Creative Bus Sales, Inc.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	PO Box 60038, Phoenix, AZ 85082
REMIT TO ADDRESS:	14740 Ramona Ave, Chino, CA 91710
TELEPHONE NUMBER:	800-326-2877
FAX NUMBER:	602-437-2758
WWW ADDRESS:	www.creativebussales.com
REPRESENTATIVE NAME:	Marcus Hoffman Jeff Pilon
REPRESENTATIVE TELEPHONE NUMBER:	800-326-2877
REPRESENTATIVE EMAIL ADDRESS	marcush@creativebussales.com TJ@creativebussales.com jpilon@creativebussales.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PAYMENT TERMS: NET 30 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)
Transit for Prisoners	X

CREATIVE BUS SALES

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
Dump Bodies
Stainless Steel Water Truck Tanks
Stainless Steel Water Tanker
~~Water Truck Tanks~~
Dry Freight Box Bodies
Flat Beds
Stake Beds
Lube Truck Bodies
Service Truck Bodies
Sign Truck Bodies
Barricade Bodies
Aerial Truck Bodies
Dog Transport Bodies
~~Dog Kennel Bodies~~
Landscape Bodies
Law Enforcement Up Fits
Transit for Prisoners
Sweepers

Please see below for added language.

1. **2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.**
2. **2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.**
3. **2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.**

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30 DAYS

Vendor Number: VC0000003300

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022 2023 2024.**

****ADDED EFFECTIVE 11/12/2020****

SUPREME CORPORATION, 2581 E KERCHER ROAD, GOSHEN IN 46528
WABASH NATIONAL TRAILER CENTER, 2830 S 51ST AVE, POENIX AZ 85043

COMPANY NAME:	Wabash National Corporation		
DOING BUSINESS AS (dba):	Supreme Corporation		
MAILING ADDRESS:	2581 East Kercher Road Goshen, IN 46528		
REMIT TO ADDRESS:	Remit Supreme, 4816 Solution Center, Chicago IL 60677 4008		
TELEPHONE NUMBER:	574 642 4888		
FAX NUMBER:	574 642 0093		
WWW ADDRESS:	www.supremecorp.com		
REPRESENTATIVE NAME:	Nathan Morris		
REPRESENTATIVE TELEPHONE NUMBER:	623 980 2044		
REPRESENTATIVE EMAIL ADDRESS	nathan.morris@wabashnational.com		
-	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

☒ _____ NET 30 DAYS

TRUCK BODIES OFFERED	(MARK WITH AN X)
Dry Frieight Box Bodies	X
Flat Bodies	X
Stake Bodies	X
Service Truck Bodies	X

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: _____ NET 30 DAYS

Vendor Number: _____ VC0000003300 VS0000005415

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending January 31, 2021 2022.

~~**ADDED EFFECTIVE 11/12/2020**~~

REMOVED FROM CONTRACT EFFECTIVE 02/01/2022

ARIZONA TRUCK PROS, 5511 N. 51ST AVENUE SUITE 110, GLENDALE, AZ 85301

COMPANY NAME:	Hypercustoms Inc.
DOING BUSINESS AS (dba):	Arizona Truck Pros
MAILING ADDRESS:	5511 n. 51st ave suite 110
REMIT TO ADDRESS:	Glendale Az. 85301
TELEPHONE NUMBER:	6234350245
FAX NUMBER:	6234350246
WWW ADDRESS:	
REPRESENTATIVE NAME:	Joel Delisle
REPRESENTATIVE TELEPHONE NUMBER:	6234350245
REPRESENTATIVE EMAIL ADDRESS	aztruckpros@aol.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

TRUCK BODIES OFFERED	(MARK WITH AN X)
Law Enforcement Up Fits	X
Other (List out)	X
BEDLINERS	X
LIFT KITS	X
ALIGNMENTS	X
AMBER LIGHTING	X
RED AND BLUE LIGHTING	X
Emergency lights - non Law inforcement - Amber	X
Truck - Air Bags	X
Truck - Alarms	X
Truck - Bed Covers	X
Truck - Bed Liners	X
Truck - Bed Slides	X
Truck - Bumpers	X
Truck - Camper Shells	X
Truck - Fire Extinguishers	X
Truck - First Aid Kits	X
Truck - Hitches	X
Truck - Ladder Racks	X
Truck - Lift Kits	X
Truck - Off Road Lights	X
Truck - Running Boards	X
Truck - Tool Boxes	X
Truck - Wheels	X

ARIZONA TRUCK PROS

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: 1% 10 DAYS NET 30 DAYS

Vendor Number: VC0000004844

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022 2023 2024.**

****ADDED EFFECTIVE 05/20/21****

PRIDE OUTFITTING GROUP, LLC, PO BOX 11100, CHANDLER, AZ 85248

COMPANY NAME:	Pride Outfitting LLC
DOING BUSINESS AS (dba):	Pride Outfitting LLC
MAILING ADDRESS:	PO BOX 11100
REMIT TO ADDRESS:	PO BOX 11100
TELEPHONE NUMBER:	480-663-3911
FAX NUMBER:	480-383-6474
WWW ADDRESS:	www.prideoutfitting.com
REPRESENTATIVE NAME:	Patrick Castelli Wilson Reece
REPRESENTATIVE TELEPHONE NUMBER:	480-547-9144
REPRESENTATIVE EMAIL ADDRESS	adminassist@pridegroup.us

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

TRUCK BODIES OFFERED	(MARK WITH AN X)
Dog Transport Bodies	X
Law Enforcement Up Fits	X
Transit for Prisoners	X

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30 DAYS

Vendor Number: ~~VS0000004380~~ VS0000005884

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

****ADDED EFFECTIVE 05/20/21****

INTERSTATE DISTRIBUTION AND MANUFACTURING, INC DBA SOUTHWEST PRODUCTS CORPORATION, 11690 N 132ND AVENUE, SURPRISE, AZ 85379 2901 E. 78TH STREET MINNEAPOLIS, MN 55425

SOUTHWEST PRODUCTS CORPORATION, 11690 N 132ND AVENUE, SURPRISE, AZ 85379

COMPANY NAME:	Southwest Products Corporation Interstate Distribution and Manufacturing, Inc
DOING BUSINESS AS (dba):	Southwest Products Corporation
MAILING ADDRESS:	11690 N. 132nd Ave., Surprise, AZ 85379
REMIT TO ADDRESS:	PO Box 748718 Los Angeles, CA 90074-8718 2901 E. 78 th Street Minneapolis, MN 55425
TELEPHONE NUMBER:	602.269.3581
FAX NUMBER:	
WWW ADDRESS:	www.SouthwestProducts.com
REPRESENTATIVE NAME:	Brice Churchman
REPRESENTATIVE TELEPHONE NUMBER:	480-521-1516
REPRESENTATIVE EMAIL ADDRESS	bchurchman@southwestproducts.com brice.churchman@southwestproducts.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

TRUCK BODIES OFFERED	(MARK WITH AN X)
Lube Truck Bodies	X
Service Truck Bodies	X
Sign Truck Bodies	X
Other (List out)	
Custom Lube skids	X
Lube systems	X

INTERSTATE DISTRIBUTION AND MANUFACTURING, INC DBA SOUTHWEST PRODUCTS CORPORATION

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies

Dump Bodies

Stainless Steel Water Truck Tanks

Stainless Steel Water Tanker

~~Water Truck Tanks~~

Dry Freight Box Bodies

Flat Beds

Stake Beds

Lube Truck Bodies

Service Truck Bodies

Sign Truck Bodies

Barricade Bodies

Aerial Truck Bodies

Dog Transport Bodies

~~Dog Kennel Bodies~~

Landscape Bodies

Law Enforcement Up Fits

Transit for Prisoners

Sweepers

Please see below for added language.

1. **2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.**
2. **2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.**
3. **2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.**

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30 DAYS

Vendor Number: VS0000002628 VS0000007947

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

****ADDED EFFECTIVE 05/20/21****

OSW EQUIPMENT & REPAIR LLC, 1655 W 10TH PLACE, TEMPE, AZ 85281

COMPANY NAME:	OSW Equipment Repair LLC
DOING BUSINESS AS (dba):	OSW Equipment Repair LLC
MAILING ADDRESS:	1655 W 10th PL
REMIT TO ADDRESS:	Tom Phillips
TELEPHONE NUMBER:	6023909353
FAX NUMBER:	480-597-1706
WWW ADDRESS:	https://oswequipment.com/
REPRESENTATIVE NAME:	Tom Phillips
REPRESENTATIVE TELEPHONE NUMBER:	6023909353
REPRESENTATIVE EMAIL ADDRESS	tphillips@northendtruck.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

TRUCK BODIES OFFERED	(MARK WITH AN X)
Brush Dump Bodies	X
Dump Bodies	X
Flat Bodies	X
Stake Bodies	X
Lube Truck Bodies	X
Service Truck Bodies	X
Sign Truck Bodies	X
Barricade Bodies	X
Aerial Truck Bodies	X
Dog Transport Bodies	X
Landscape Bodies	X
Other (List out)	X
Snow & Ice Equipment	X
Hook Lift & Bodies	X
Custom Body MFG & Upfit	X

OSW EQUIPMENT & REPAIR LLC

Adding Language to Section 2.2 Amendment #3

2.2 QUALIFIED OUTFITTERS-Current

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County's rolling fleet, but not limited to:

Brush Dump Bodies
Dump Bodies
Stainless Steel Water Truck Tanks
Stainless Steel Water Tanker
~~Water Truck Tanks~~
Dry Freight Box Bodies
Flat Beds
Stake Beds
Lube Truck Bodies
Service Truck Bodies
Sign Truck Bodies
Barricade Bodies
Aerial Truck Bodies
Dog Transport Bodies
~~Dog Kennel Bodies~~
Landscape Bodies
Law Enforcement Up Fits
Transit for Prisoners
Sweepers

Please see below for added language.

1. 2.2.1 The County reserves the right to purchase off the lot complete / package builds for unique; complex & specialty builds to fit the unique operations.
2. 2.2.2 When it is in the best practice for the County, a request for a quote via email to the contractor(s) who have complete / package builds with Chassis, Body and All Upfitting Components in the interior and exterior of the complex specialty vehicle and equipment.
3. 2.2.3 These builds shall have readily available replacement parts. No hard-to-find parts.

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30 DAYS

Vendor Number: VS0000005937

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

****ADDED EFFECTIVE 05/20/21****

ALJOSA BEUKOVIC DBA: BEUKS AUTO GROUP, 13546 N 83RD AVENUE, PEORIA, AZ 85381

COMPANY NAME:	Beuks Motorsports
DOING BUSINESS AS (dba):	Beuks Auto Group
MAILING ADDRESS:	13546 N 83rd Ave Peoria AZ 85381
REMIT TO ADDRESS:	13546 N 83rd Ave Peoria AZ 85381
TELEPHONE NUMBER:	623-226-8393
FAX NUMBER:	
WWW ADDRESS:	www.beuksauto.com
REPRESENTATIVE NAME:	Al Beukovic
REPRESENTATIVE TELEPHONE NUMBER:	602-434-6052
REPRESENTATIVE EMAIL ADDRESS	info@beuksauto.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

TRUCK BODIES OFFERED	(MARK WITH AN X)
Brush Dump Bodies	X
Dump Bodies	X
Stainless Steel Water Truck Tanks	
Stainless Steel Water Tanker	
Dry Frieight Box Bodies	X
Flat Bodies	X
Stake Bodies	X
Lub Truck Bodies	
Service Truck Bodies	X
Sign Truck Bodies	X
Barricade Bodies	X
Aerial Truck Bodies	
Dog Transport Bodies	X
Landscape Bodies	X
Law Enforcement Up Fits	X
Transit for Prisoners	
Sweepers	
Other (List out)	

ALJOSA BEUKOVIC DBA: BEUKS AUTO GROUP

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 15 DAYS

Vendor Number: VS0000007349

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022 2023 2024.**

****ADDED EFFECTIVE 11/10/22****

PFVT MOTORS LLC DBA PEORIA FORD, 9130 W BELL ROAD, PEORIA AZ 85382

COMPANY NAME:	PFVT Motors LLC
DOING BUSINESS AS (dba):	PEORIA FORD
MAILING ADDRESS:	9130 W BELL RD, PEORIA, AZ 85382
REMIT TO ADDRESS:	9130 W BELL RD, PEORIA, AZ 85382
TELEPHONE NUMBER:	4806965930
FAX NUMBER:	
WWW ADDRESS:	PEORIAFORD.COM
REPRESENTATIVE NAME:	SANDRA GONZALEZ
REPRESENTATIVE TELEPHONE NUMBER:	480-696-5930
REPRESENTATIVE EMAIL ADDRESS	AZFLEETQUEEN@VTAIG.COM

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

TRUCK BODIES OFFERED	(MARK WITH AN X)
Brush Dump Bodies	X
Dump Bodies	X
Stainless Steel Water Truck Tanks	X
Stainless Steel Water Tanker	X
Dry Frieght Box Bodies	X
Flat Bodies	X
Stake Bodies	X
Lube Truck Bodies	X
Service Truck Bodies	X
Sign Truck Bodies	X
Barricade Bodies	X
Aerial Truck Bodies	X
Dog Transport Bodies	X
Landscape Bodies	X
Law Enforcement Up Fits	X
Transit for Prisoners	X
Sweepers	X
Other (List out)	X
Custom Truck Bodies	X
Mechanic Bodies	X
Chipper Trucks	X
Refrigeration Body	X
Crane Body	X
Contractor Body	X
Vactor Trucks	X
Rodder Trucks	X
Bodies from any major Body Manufacturer can be requested at any time and can be dropshipped to body upfitter if there is not a local option	X

PFVT MOTORS LLC DBA PEORIA FORD

Refuse Bodies	X
Skid Steers	X
Sewer Trucks	X
Any Truck Body Accessories	X
Snow Plow Trucks	X
Spreader Bodies	X
Asphalt Distributor	X
Container Handler Bodies	X
Switch-n-Go Bodies	X
Hoists	X
Hauler Bodies	X
Simple Lighting Packages	X

PRICING SHEET: NIGP CODE 92833, 06586, 06510

Terms: NET 30 DAYS

Vendor Number: VC0000001989

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2021 2022-2023 2024.**

****ADDED EFFECTIVE 11/10/22****

VEHICLE OUTFITTERS

1.0 INTENT

The intent of this Solicitation is to establish a listing of qualified Outfitters to supply, install, build, transfer and modify/fabricate various truck bodies as specified, but not limited to; dog kennel bodies, landscape bodies, dump bodies, brush dump bodies, water truck tanks, service truck bodies, sign truck bodies, barricade bodies, aerial truck bodies and other fleet builds for new or existing Maricopa County fleet.

No pricing is required at the time of your bid submittal for this Solicitation.

Task orders will be issued on an “as needed” basis. At the time a requirement is identified, requests for task orders will be issued through BidSync to each awardee of this contract. Task order awards will be made to the awardee that meets the specifications and offers the best overall price.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.11 and 3.12 below).

The County intends to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County’s best interest.

The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS

These are general specifications for Outfitters to reference as a guideline when submitting a task order response.

2.1 TASK ORDERS

The awarded Outfitters will receive a bid notification through BidSync for the required task orders for the identified body to be made.

2.2 QUALIFIED OUTFITTERS

The Outfitters must be authorized builders/fabricators, installers, transfer bodies and distributors for the products offered under this contract. The Outfitters must indicate in their qualification submittal, the type of truck bodies offered (see Attachment A). All truck bodies shall be new and current design models. Below are the type of bodies in the County’s rolling fleet, but not limited to:

Brush Dump Bodies
 Dump Bodies
Stainless Steel Water Truck Tanks
Stainless Steel Water Tanker
~~Water Truck Tanks~~
 Dry Freight Box Bodies
 Flat Beds
 Stake Beds
 Lube Truck Bodies
 Service Truck Bodies
 Sign Truck Bodies
 Barricade Bodies
 Aerial Truck Bodies
Dog Transport Bodies
~~Dog Kennel Bodies~~

Landscape Bodies
Law Enforcement Up Fits
Transit for Prisoners
Sweepers

2.3 OUTFITTER'S SERVICE FACILITY

The Outfitter(s) shall be an authorized service, warranty, and distributor of the manufacturer component, part and accessories offered. The Outfitter's facility shall be located in the Phoenix metropolitan area. Business hours shall be at the minimum from 8:00 a.m. to 5:00 p.m., Monday through Friday.

2.4 OUTFITTER'S HOURLY RATE

The County will provide the new or existing truck chassis including year, make, and model to be outfitted. The Outfitter shall provide the hourly rate and hours to complete the required outfit on the task orders.

2.5 TRANSFER TRUCK PARTS

The Outfitter shall inspect the life expectancy of all truck transfer bodies before accepting to reinstall.

2.6 PICK UP AND DELIVERY

The Outfitter(s) is responsible for picking up and delivering vehicles at no cost to the County. The County reserves the right to pick up and deliver to and from the Outfitter's facility to expedite the process.

2.7 VEHICLE DELIVERIES

All deliveries shall be made at Equipment Services, 3325 West Durango Street, Phoenix, Arizona 85009, Monday through Friday, 7:00 a.m. to 3:30 a.m.

2.7.1 The Outfitter(s) shall provide prior notice to the Fleet Management Office before deliveries are made at 602-506-6420 or 602-506-4674.

2.7.2 The Outfitter's drivers shall park the vehicles at the Durango Garage located on the 5th floor. The garage is behind the Durango maintenance yard.

2.7.3 If the truck body is higher than the garage clearance of seven (7) feet, the Outfitter shall park at the secure fenced Get Ready lot or Auction lot.

2.7.4 All truck doors and body compartments must be locked.

2.8 DELIVERIES

All deliveries must be within ninety (90) days up to one hundred and twenty (120) days from receipt of the purchase order, unless other agreements have been made in writing by both parties.

2.9 ORDER CUT OFF DATES

Provide all new builds cut off dates. If not available, indicate "TBD" (to be determined). The Outfitter(s) shall notify the County of the cut off dates when available.

2.10 ORDER CONFIRMATION

All orders must be confirmed with an "Order Confirmation" receipt via email.

2.11 ORDER CANCELLATION

The County reserves the right to cancel, without any obligation, any order for the following reasons, including, but not limited to:

- 2.11.1 The original or agreed upon delivery time was not met;
- 2.11.2 The delivery time exceeded the County's fiscal year end cut-off date (June 30th of each year);
- 2.11.3 A required component/part was not included;
- 2.11.4 The Outfitter did not build or order the correct service body;
- 2.11.5 Outfitter's facility shut down causing delays on production;
- 2.11.6 Damages to order in transit.

2.12 TRUCK BODY BUILD SHEET

The Outfitter(s) shall provide the build sheet/specifications of all new truck bodies, including but not limited to: Gross Vehicle Weight (GVW), Identification number, Body information, Interior/Exterior Dimensions of all compartments, and Standard Features.

2.13 MANUFACTURER STATEMENT OF ORIGIN (MSO)

The MSO must be included with the invoice at the time of delivery and signed over to Maricopa County. Invoices will not be paid until the MSO is received.

2.14 OPERATING MANUALS:

The operating manuals are required at the time of delivery, preferably electronic format or on flash drive, to include: operational manuals, comprehensive service manuals, and schematic diagrams, minimum of one (1) per unit purchased.

2.15 WARRANTY & EXTENDED WARRANTY

The minimum warranty shall be five (5) years or whichever is greater by the manufacture. The warranty shall cover defects in design, workmanship, and material, mechanical, structural and electrical, labor and part replacements, at no cost to the County.

Outfitters are encouraged to offer the County additional warranty packages that would exceed the minimum requirements. If there is an additional cost, the Outfitter shall indicate at the time of the task order. The warranty price shall be listed on a separate line on the invoice as non-taxable. The County may choose to accept an extended warranty but is not obligated to do so.

2.16 DELAYED WARRANTY

All warranties do not commence until the County places all truck(s) in service. The in service date will vary approximately two (2) to three (3) weeks from the date of receipt, and may be longer due to unforeseen delays. The Outfitter(s) are to provide a "Delayed Warranty" form along with the invoice. If no form is available, the County's Fleet Management Office will send a notification via email notifying the Outfitter of the in service date when the complete outfit has been released.

2.17 VEHICLE INSPECTIONS

All Level 1 inspections must be completed prior to delivery (when applicable) and CDL annual inspections, at no cost to the County. All documentation must be submitted with the invoice.

2.18 INVOICE REQUIREMENTS

The invoice(s) shall match the awarded price of the outfit amount listed on the County purchase order. The following documents must be included with the invoice.

- 2.18.1 MSO
- 2.18.2 Warranty copy
- 2.18.3 Level 1 inspection documentation (when applicable)
- 2.18.4 CDL annual inspection (when applicable)

2.19 TAX RATE

The tax rate on the invoice shall match the Outfitter's facility city tax.

2.20 SAFETY STANDARDS

All vehicles must meet the requirements of all applicable Arizona State Laws and Regulations, and all applicable Federal Motor Vehicle Laws including the Federal Motor Vehicle Safety Standards Title 49, Code of Federal Regulations.

2.21 INSPECTION/TESTING

Unless otherwise specified, materials purchased will be inspected by the County to ensure the Products meet the quality and quantity requirements of the Specifications in the task order. Any material(s) not meeting the specifications will be returned to the supplier for replacement or repair at no cost to the County.

2.22 WARRANTY REPAIRS

Warranty replacement repairs and parts shall be at no cost to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing the warranty failure, diagnosed cause, and parts replaced. The contractor shall acknowledge all warranty requests within 24 hours of notification. If the contractor does not acknowledge within this time period or cannot meet the County's expectation to complete the warranty repair, the County reserves the right to make the repairs and charge back its cost of all parts replaced and labor hours. County completion of the work under this provision does not void any existing warranties applicable to the vehicle/equipment.

3.0 PURCHASING REQUIREMENTS

3.1 EXPEDITED DELIVERY

3.1.1 If the ~~Department~~ **department** determines that expedited ~~delivery~~ **delivery** or ~~other~~ alternate ~~delivery shipping~~ is required, it shall notify the ~~Contractor~~ **contractor**. Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the ~~Department~~ **department**.

3.1.2 The ~~Department~~ **department** shall not advise the ~~Contractor~~ **contractor** to proceed with an expedited ~~delivery~~ **shipment** until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the ~~Department~~ **department** shall advise the ~~Contractor~~ **contractor** to proceed.

3.1.3 Upon receipt of material(s) and invoicing, the ~~Department~~ **department** shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The ~~Department~~ **department** shall retain all documents related to these costs within the agency purchase file.

3.2 INSTALLATION

~~The Contractor~~ shall be responsible to install and present for inspection all **services and** equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested, **unless otherwise stated in the Task Orders**. ~~The Contractor's~~ price shall include **delivery and** installation of all equipment in a complete operating condition.

3.3 ACCEPTANCE

Upon completion, services shall be deemed accepted and the warranty period shall begin. Successful service delivery shall be defined as a) material(s)/equipment is installed (as necessary) and fully operational; and b) the department has deemed all service/work completed, including but not limited to any inspection, repair, installation, design, development, deployment, operation, and initial training, (as applicable). Additionally, all documentation shall be completed prior to final acceptance.

3.4 USAGE REPORT

~~The~~ Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the ~~Contract~~ **contract**. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.5 BACKGROUND CHECK

Bidders/proposers need to be aware that ~~there~~ **they** may be **required to pass** multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees ~~and the failure to pass these checks shall deem the respondent non-responsible.~~

3.6 INVOICES AND PAYMENTS

3.6.1 ~~The~~ Contractor shall submit one ~~(1)~~ legible copy of their detailed invoice before payment(s) will be made. -Incomplete invoices will not be processed. -At a minimum, the invoice must provide the following information:

- Company name, address and contact **information**
- County bill-to name and contact information
- Contract ~~Serial~~ **serial** number
- County ~~Purchase Order~~ **purchase order** number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (e.g., **number of days or weeks**)
- **Contract item number(s)**
- **Arrival time and completion time (if applicable)**
- Description of ~~Purchase~~ **purchase (product or services)**
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price (**by line item**)
- Arrival and completion time (if applicable)
- MSO
- Warranty copy
- Level 1 inspection (if applicable)
- CDL annual inspection (if applicable)
- Total ~~Amount Due~~ **amount due**
- **Serial number of body installed on chassis**

3.6.2 **Commodities must be billed as a separate line item**

3.6.3 Problems regarding billing or invoicing shall be directed to the ~~Department~~ **department** as listed on the ~~Purchase Order~~ **purchase order**.

- 3.6.4 Payment shall only be made to the ~~Contractor~~ **contractor** by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After ~~Contract Award~~ **contract award** the ~~Contractor~~ **contractor** shall complete the Vendor Registration Form ~~located on~~ **accessible through** the County Department of Finance Vendor Registration Web Site ~~(<http://www.maricopa.gov/922/Vendors>)~~ **website** at **<https://www.maricopa.gov/5169/Vendor-Information>**.
- 3.6.5 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 3.6.6 ~~EFT payments~~ **Payments** to the routing and account numbers designated by the ~~Contractor will~~ **contractor shall** include the details on the specific invoices that the payment covers. ~~The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.~~

3.7 APPLICABLE TAXES

~~Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.~~

~~State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the seller to collect and contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit all applicable the taxes is on the entity conduction business in Arizona. Tax is not a determining factor in contract award. to the proper taxing jurisdiction of authority.~~

- 3.7.1 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds over payment of a project due to tax consideration that was not due, the contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 3.7.2 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to ~~its~~ **their** operation and any persons employed by the ~~Contractor~~ **contractor**. Contractor shall, and require all subcontractors to hold Maricopa the County 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~~ **Workers'** Compensation. **Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).**

3.8 ~~TAX (SERVICES)~~

~~No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.~~

3.9 TAX (COMMODITIES)

~~Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the tax percentage in their proposal.~~

3.10 PERFORMANCE

It shall be the ~~Contractor's~~ **contractor's** responsibility to meet the proposed performance requirements. ~~Maricopa~~ **The** County reserves the right to obtain services on the open market in the event the ~~Contractor~~ **contractor** fails to perform, and any price differential will be charged against the ~~Contractor~~ **contractor**.

3.11 POST AWARD MEETING

~~The~~ Contractor may be required to attend a post-award meeting with the ~~Department~~ **department** to discuss the terms and conditions of this ~~Contract~~ **contract**. This meeting will be coordinated by the ~~Procurement Officer~~ **procurement officer** of the ~~Contract~~ **contract**.

3.12 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (~~SAVE~~) (**SAVE**)

The County is a member of the ~~SAVE~~ **SAVE** cooperative purchasing group. ~~SAVE~~ **SAVE** includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. ~~Under the SAVE SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent~~ **respondent** under this solicitation, a member of ~~SAVE~~ **SAVE** may access a contract resulting from a solicitation issued by the County. ~~If you do not want to grant such access to a member of SAVE, please SAVE, state so in your bid. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this bid.~~ **The County assumes no responsibility for any purchases by using entities.**

3.13 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (~~ICPA's~~) (**ICPAs**)

County currently holds ~~ICPA's~~ **ICPAs** with numerous governmental entities. These agreements allow those entities, with the approval of the ~~Contractor~~ **contractor**, to purchase their requirements under the terms and conditions of the County ~~Contract~~ **contract**. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the ~~Contract~~ **contract** under its procurement rules, processes and procedures. **Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.**

4.0 CONTRACTUAL TERMS & CONDITIONS

4.1 CONTRACT TERM

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover ~~a term of two (2) years~~ **until January 31, 2021.**

4.2 OPTION TO RENEW

The County may, at its option and with the concurrence of the ~~Contractor~~ **contractor**, renew the term of this ~~Contract~~ **contract** up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six ~~(6)~~ months after expiration). ~~The~~ Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least ~~sixty (60)~~ calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION

~~The Contractor~~ **In preparation for contract completion, the contractor** shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of ~~Contractor~~ **the contractor that are** required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 PRICE ADJUSTMENTS

4.4.1 Any requests for reasonable price adjustments must be submitted ~~sixty (60)~~ **calendar** days prior to the ~~Contract contract~~ expiration ~~date~~. -Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. —The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County ~~shall~~ **will** issue written approval of the change and provide an updated version of the ~~Contract contract~~. The new change shall not be in effect until the date stipulated on the ~~Contract~~ **updated version of the contract**.

4.5 INDEMNIFICATION

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the ~~Contractor~~ **contractor**, the ~~Contractor~~ **contractor** shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, ~~agents~~, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this ~~Contract contract~~.

4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, ~~agents~~, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting ~~there from~~ **therefrom**, caused by negligent acts, errors, omissions, or mistakes in the performance of this ~~Contract contract~~, but only to the extent caused by the negligent acts or omissions of the ~~Contractor~~ **contractor**, a subcontractor, ~~any one anyone~~ directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

4.5.4 The scope of this indemnification does not extend to the sole negligence of County.

4.6 INSURANCE

4.6.1 Contractor, at ~~Contractor's~~ **contractor's** own expense, shall purchase and maintain, **at a minimum** the herein stipulated ~~minimum~~ insurance from a company or companies duly licensed by the State of Arizona and possessing ~~a current A.M.~~ **an AM Best, Inc. category** rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 4.6.2 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 the ~~Contract~~ **contract** is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this ~~Contract~~ **contract**.
- 4.6.3 In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4 Contractor's insurance ~~shall~~ **will** be primary insurance as respects County, and any insurance or self-insurance maintained by County ~~shall~~ **will** not contribute to it.
- 4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require ~~Contractor~~ **contractor** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.7 The insurance policies required by this ~~Contract~~ **contract**, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as ~~Additional Insureds~~ **additional insureds**.
- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of ~~Contractor's~~ **contractor's** work or service.
- 4.6.9 **If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.**

4.6.9.1 Commercial General Liability

Commercial General Liability ~~insurance and, if necessary, Commercial Umbrella~~ **(CGL)** insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products, and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.6.9.2 Automobile Liability

Commercial/Business Automobile Liability ~~insurance and, if necessary, Commercial Umbrella~~ insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the ~~Contractor's~~ **contractor's** owned, hired, and non-owned vehicles

assigned to or used in performance of the ~~Contractor's~~ **contractor's** work or services or use or maintenance of the premises under this ~~Contract~~ **contract**.

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Policy shall name the County as Additional Insureds.

4.6.9.3 Workers' Compensation

4.6.9.3.1 Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of ~~Contractor's~~ **contractor's** employees engaged in the performance of the work or services under this ~~Contract~~ **contract**; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.9.3.2 Contractor, its ~~contractors~~ **subcontractors**, and its ~~sub-subcontractors~~ **sub-subcontractors** waive all rights against ~~Contract~~ **this contract** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or ~~commercial umbrella liability~~ **Commercial Umbrella Liability** insurance obtained by ~~Contractor~~ **contractor**, its ~~contractors~~ **subcontractors** and its ~~sub-subcontractors~~ **sub-subcontractors** pursuant to this ~~Contract~~ **contract**.

4.6.9.4 Certificates of Insurance

4.6.9.4.1 Prior to ~~Contract~~ **contract** award, ~~Contractor~~ **contractor** shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the ~~Contract~~ **contract** in the form provided by the County, issued by ~~Contractor's~~ **contractor's** insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this ~~Contract~~ **contract** are in full force and effect. Such certificates shall identify this contract number and title.

4.6.9.4.2 In the event any insurance policy(ies) required by this contract is(are) written on a claims made basis, coverage shall extend for two (2)-years past completion and acceptance of ~~Contractor's~~ **contractor's** work or services and as evidenced by annual Certificates of Insurance.

4.6.9.4.3 If a policy does expire during the life of the ~~Contract~~ **contract**, a renewal certificate must be sent to County ~~fifteen~~ (15) calendar days prior to the expiration date.

4.6.9.5 Cancellation and Expiration Notice

Applicable to all insurance policies required within the ~~Insurance Requirements~~ **insurance requirements** of this ~~Contract~~, ~~Contractor's~~ **contract**, **contractor's** insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without ~~thirty~~ (30) **calendar** days prior written notice to Maricopa County. Contractor must provide **notice** to Maricopa County, within two (2) business days of receipt, 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 Maricopa County Office of Procurement Services and shall be mailed or hand delivered to

301 W. Jefferson St. Suite 700 ~~160 South 4th Avenue, 320 West Lincoln Street,~~ Phoenix, AZ 85003, or emailed to the ~~Procurement Officer~~ **procurement officer** noted in the solicitation.

4.7 FORCE MAJEURE

- 4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this ~~Contract~~ **contract** if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include ~~Acts~~ **acts** of God/~~Nature~~ **nature** (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, **and** interruption or failure of electricity or telecommunication service.
- 4.7.2 Each ~~Party~~, as applicable, shall give the other ~~Party~~ **party** notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each ~~Party~~ **party** must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 4.7.3 The ~~Party~~ **party** asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other ~~Party~~ **party** was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

4.8 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order, issued by ~~Office of Procurement Services, a Purchase Order issued by the using Department~~ **County department** or ~~direction~~ **direction directed** by a Certified Agency Procurement Aid (CAPA) with a ~~Purchase Card~~ **purchase card** for payment.

4.9 AVAILABILITY OF FUNDS

- 4.9.1 **The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County will be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.**
- 4.9.2 **If any action is taken by any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.**

4.10 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (VISA or Mastercard) to make payment for orders under this contract.

4.11 **INTERNET ORDERING CAPABILITY**

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

4.12 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION**

This ~~Contract~~ **contract** does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this ~~Contract~~ **contract** when the County identifies a need and proper authorization and documentation have been approved.

4.13 **PURCHASE ORDERS**

4.13.1 County reserves the right to cancel ~~Purchase Orders~~ **purchase orders** within a reasonable period of time after issuance. ~~Should a Purchase Orders~~ **purchase orders** be canceled, the County agrees to reimburse the ~~Contractor~~ **contractor** for actual and documentable costs incurred by the ~~Contractor~~ **contractor** in response to the ~~Purchase Order~~ **purchase order**. The County will not reimburse the ~~Contractor~~ **contractor** for any costs incurred after receipt of County notice of cancellation, or for lost profits, **or for** shipment of product prior to issuance of ~~Purchase Order, etc~~ **purchase order**.

4.13.2 Contractors agrees to accept verbal notification of cancellation of ~~Purchase Orders~~ **purchase orders** from the County ~~Procurement Officer~~ **procurement officer** with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.14 **SUSPENSION OF WORK**

The ~~Procurement Officer~~ **procurement officer** may order the ~~Contractor~~ **contractor**, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the ~~Procurement Officer~~ **procurement officer** determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the ~~Contractor~~ **contractor**. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.15 **STOP WORK ORDER**

The ~~Procurement Officer~~ **procurement officer** may, at any time, by written order to the ~~Contractor~~ **contractor**, require the ~~Contractor~~ **contractor** to stop all, or any part, of the work called for by this contract for a period of ~~ninety (90)~~ calendar days after the order is delivered to the ~~Contractor~~ **contractor**, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the ~~Contractor~~ **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. Within a period of ~~ninety (90)~~ calendar days after a stop work **order** is delivered to the ~~Contractor~~ **contractor**, or within any extension of that period to which the parties shall have agreed, the ~~Procurement Officer~~ **procurement officer** shall either:

4.15.1 ~~Cancel~~ **cancel** the stop work order; or

4.15.2 ~~Terminate~~ **terminate** the work covered by the order as provided in the **Termination for Default**, or the Termination for Convenience clause of this ~~Contract~~ **contract**.

4.15.3 The ~~Procurement Officer~~ **procurement officer** may make an equitable adjustment in the delivery schedule and/or ~~Contract~~ **contract** price, ~~or otherwise~~, and the ~~Contract~~ **contract**

shall be modified, in writing, accordingly, if the ~~Contractor~~ **contractor** demonstrates that the stop work order resulted in an increase in costs to the ~~Contractor~~ **contractor**.

4.16 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant ~~Contract~~ **contract** for convenience by providing ~~sixty~~ (60) calendar days advance notice to the ~~Contractor~~ **contractor**.

4.17 TERMINATION FOR DEFAULT

The County may, by written ~~notice~~ **Notice** of ~~default~~ **Default** to the ~~Contractor~~ **contractor**, terminate this ~~Contract~~ **contract** in whole or in part if the ~~Contractor~~ **contractor** fails to:

4.17.1 ~~Deliver~~ **deliver** the supplies or to perform the services within the time specified in this ~~Contract~~ **contract** or any extension;

4.17.2 ~~Make~~ **make** progress, so as to endanger performance of this ~~Contract~~ **contract**; or

4.17.3 ~~Perform~~ **perform** any of the other provisions of this ~~Contract~~ **contract**.

The County's right to terminate this contract under these subparagraphs may be exercised if the ~~Contractor~~ **contractor** does not cure such failure within ~~ten~~ (10) business days (or more if authorized in writing by the County) after receipt of ~~the notice~~ a **Notice to Cure** from the ~~Procurement Officer~~ **procurement officer** specifying the failure.

4.18 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to **Arizona Revised Statute (A.R.S.) § 38-511** the County may cancel any ~~Contract~~ **contract** without penalty or further obligation within three (3) years after execution of the ~~Contract~~ **contract**, if any person significantly involved in initiating, negotiating, securing, drafting or creating the ~~Contract~~ **contract** on behalf of the County is at any time while the ~~Contract~~ **contract** or any extension of the ~~Contract~~ **contract** is in effect, an employee or agent of any other party to the ~~Contract~~ **contract** in any capacity or consultant to any other party of the ~~Contract~~ **contract** with respect to the subject matter of the ~~Contract~~ **contract**. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the ~~Contract~~ **contract** on behalf of the County from any other party to the ~~Contract~~ **contract** arising as the result of the ~~Contract~~ **contract**.

4.19 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the ~~Contractor~~ **contractor** any amounts ~~Contractor~~ **contractor** owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.20 SUBCONTRACTING

4.20.1 ~~The~~ Contractor may not assign to another ~~Contractor~~ **contractor** or ~~Subcontract~~ **subcontract** to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the ~~Bid Serial Number~~ **bid serial number** and identify the job or project.

4.20.2 The subcontractor's rate for the job shall not exceed that of the ~~Prime Contractor's~~ **prime contractor's** rate, as bid in the pricing section, unless the ~~Prime Contractor~~ **prime contractor** is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the ~~Prime Contractor~~ **prime contractor**, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the ~~Prime Contractor's~~ **prime contractor's** invoice.

4.21 AMENDMENTS

All amendments to this ~~Contract~~ **contract** shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.22 ADDITIONS/DELETIONS OF ~~SERVICE~~ **SERVICES**

The County reserves the right to add and/or delete services to a ~~Contract~~. ~~If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the Contract price contract.~~ If additional services are required from a ~~Contract~~ **contract**, prices for such additions will be negotiated between the ~~Contractor~~ **contractor** and the County.

4.23 RIGHTS IN DATA

4.23.1 The County shall have the use of data and reports resulting from a ~~Contract~~ **contract** without additional cost or other restriction except as may be established by law or applicable regulation. Each ~~Party~~ **party** shall supply to the other ~~Party~~ **party**, upon request, any available information that is relevant to a ~~Contract~~ **contract** and to the performance thereunder.

4.23.2 **Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.**

4.24 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

4.24.1 In accordance with section ~~MC1-372~~ ~~MC1-374~~ ~~MCI-371~~ of the Maricopa County Procurement Code the ~~Contractor~~ **contractor** agrees to retain **(physical or digital copies of)** all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this ~~Contract~~ **contract** for six ~~(6)~~ years after final payment or until after the resolution of any audit questions which could be more than six ~~(6)~~ years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the ~~Department~~ **department** shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.24.2 If the ~~Contractor's~~ **contractor's** books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this ~~Contract~~ **contract** are not sufficient to support and document that requested services were provided, the ~~Contractor~~ **contractor** shall reimburse Maricopa County for the services not so adequately supported and documented.

4.25 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the ~~Contractor~~ **contractor** in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the ~~Contractor~~ **contractor** equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the ~~Contractor~~ **contractor** by issuing a check payable to Maricopa County.

4.26 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the ~~Contract~~ **contract** shall not be deemed to be a waiver of strict compliance with respect to all other terms of the ~~Contract~~ **contract**.

4.27 VALIDITY

The invalidity, in whole or in part, of any provision of this ~~Contract~~ **contract** shall not void or affect the validity of any other provision of the ~~Contract~~ **contract**.

4.28 SEVERABILITY

The removal, in whole or in part, of any provision of this ~~Contract~~ **contract** shall not void or affect the validity of any other provision of this ~~Contract~~ **contract**.

4.29 RELATIONSHIPS

4.29.1 In the performance of the services described herein, the ~~Contractor~~ **contractor** shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the ~~Contractor~~ **contractor**.

4.29.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the ~~Contractor~~ **contractor** will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two (2) business days, unless previously approved by the County.

4.30 NON-DISCRIMINATION

~~Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (<http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>) which Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract contract, Contractor contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1>.)~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf)

4.31 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or 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.

4.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.32.1 The undersigned (authorized official signing on behalf of the ~~Contractor~~ **contractor**) certifies to the best of his or her knowledge and belief that the ~~Contractor~~ **contractor**, its current officers and directors;

4.32.1.1 have not within a three (~~3~~) year period preceding this ~~Contract~~ **contract**:

4.32.1.1.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; ~~and~~

4.32.1.1.2 been convicted of violation of any Federal or State antitrust ~~statutes~~ **statutes** or –conviction for –embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.32.1.1.3 are not presently indicted or –criminally –charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; ~~and~~

4.32.1.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

4.32.1.1.5 have not within a three (~~3~~) year period preceding this ~~Contract~~ **contract** had any –public transaction (Federal, State or local) terminated for cause or default.

4.32.1.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.32.2 ~~The Contractor~~ shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this ~~Contract~~ **contract**. –If this clause is applicable to a subcontractor, the ~~Contractor~~ **contractor** shall include the information required by this clause with their bid.

4.33 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

4.33.1 By entering into the ~~Contract~~ **contract**, the ~~Contractor~~ **contractor** warrants compliance with the Immigration and Nationality Act (INA using ~~e-verify~~ **E-Verify**) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). ~~The Contractor~~ shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the ~~Procurement Officer~~ **procurement officer** upon request. These warranties shall remain in effect through the term of the ~~Contract~~ **contract**. ~~The Contractor~~ and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the ~~Contract~~ **contract** and verify employee compliance using the ~~E-verify~~ **Verify** system and shall keep a record of the verification for the duration of the employee's

employment or at least three (3)-years, whichever is longer. I-9 forms are available for download at USCIS.GOV-www.uscis.gov.

- 4.33.2 The County retains the legal right to inspect ~~Contractor documents of contractor~~ and subcontractor ~~employee documents~~ **employees** performing work under this ~~Contract~~ **contract** to verify compliance with paragraph 4.29**33.1** of this ~~Section~~ **section**. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the ~~Contractor~~ **contractor** or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the ~~Contract~~ **contract** for default, and suspension and/or debarment of the ~~Contractor~~ **contractor**. All costs necessary to verify compliance are the responsibility of the ~~Contractor~~ **contractor**.

4.34 CONTRACTOR LICENSE REQUIREMENT

- 4.34.1 ~~The Contractor~~ shall procure all permits, insurance, **and** licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any ~~required certification requirements~~, ~~required~~ by any and all governmental or non-governmental entities as mandated to maintain compliance with and **remain** in good standing ~~for all permits and/or licenses~~. The Contractor shall keep fully informed of existing and future trade or industry requirements, **and** Federal, State, and ~~Local~~ **local** laws, ordinances, and regulations which in any manner affect the fulfillment of a ~~Contract~~ **contract** and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the ~~Department~~ **department** of any and all changes concerning permits, insurance, or licenses.
- 4.34.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the ~~Contract~~ **contract**, shall possess any licenses required. ~~Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract.~~ Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. ~~Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.~~ **contract**.

4.35 INFLUENCE

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for ~~Disbarment~~ **disbarment** or ~~Suspension~~ **suspension** under MC1-902.

An attempt to influence includes, but is not limited to:

- 4.35.1 A ~~Person~~ **person** offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy, **that** is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.
- 4.35.2 If a ~~Person~~ **person** attempts to influence any employee or agent of Maricopa County, the ~~Chief Procurement Officer~~ **chief procurement officer**, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this ~~Contract~~ **contract**.

4.35.3 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARDS ~~REGARD~~ TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

4.36 CONFIDENTIALITY

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the ~~Offeror~~ **offeror** agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge or disseminate to any third party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the ~~Offeror~~ **offeror** does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

4.37 CONFIDENTIAL INFORMATION

4.37.1 **Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.**

4.37.2 **Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.**

4.37.3 **Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.**

4.38 PUBLIC RECORDS

Under Arizona law, all ~~Offers~~ **offers** submitted and opened are public records and must be retained by the ~~Records Manager~~ **records manager** at the **Maricopa County** Office of Procurement Services. Offers shall be open to public inspection and copying after ~~Contract~~ **contract** award and execution, except for such ~~Offers~~ **offers** or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an ~~Offeror~~ **offeror** believes that information in its ~~Offer~~ **offer** or any resulting ~~Contract~~ **contract** should not be released in response to a public record request under Arizona law, the ~~Offeror~~ **offeror** shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The ~~Records Manager~~ **records manager** of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4.39 INTEGRATION

This ~~Contract~~ **contract** represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, ~~express~~ **expressed**, or implied.

4.40 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this ~~Contract~~ **contract** the ~~Contractor~~ **contractor** agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, ~~PART~~ **Part** 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.41 GOVERNING LAW

This ~~Contract~~ **contract** shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this ~~Contract~~ **contract** will be in Maricopa County Superior Court, Phoenix, Arizona.

4.42 **FORCED LABOR:**

4.42.1 **By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.**

4.42.2 **Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:**

4.42.2.1 **The forced labor of ethnic Uyghurs in the People's Republic of China.**

4.42.2.2 **Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.**

4.42.2.3 **Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.**

4.42.3 **If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180 day period, the agreement terminates on the agreement termination date.**

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Emily Markel, Senior Procurement Specialist
Co-Submitter: Shannon Anderson
Co-Submitter: Rick Tadder
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Approval of Contract: Approve the First Amendment for Services with Sedona Protective Services, LLC dba Southwest Protective Services to add security services to City Libraries and City Hall.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment for Services with Sedona Protective Services, LLC dba Southwest Protective Services to add security services to City Libraries and City Hall in a total amount not to exceed \$122,360.00; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City hired three Police Aides to provide security at City Hall, Downtown Library, and East Side Library. One Police Aide position was assigned to City Hall, the second at the Downtown Library, and the third position was considered a rover visiting the East Side Library and other City facilities to provide a security presence. This contract for protective services will supplement the coverage for the Downtown Library on weekends, security coverage during operating hours of the East Side Library, and provide backup when the Police Aides are out of the office. This need for contractual protective services will decline as the City continues to add Police Aide positions to address security within City facilities.

The initial Contract for provided services with Sedona Protective Services, LLC, an Arizona Limited Liability Company d/b/a Southwest Protective Services for the City's Parks locations, was approved by Council on September 7, 2021, item 12.A. The City staff requested to utilize the existing Contract to piggyback services at City Hall and the Libraries. This Amendment will allow staff at use the existing contract as a cooperative contract for services.

Financial Impact:

The security services is budgeted within Facilities Maintenance in account 001-06-152-0510-3 and funded with any saving from vacancies with the authorized police aide positions.

Policy Impact:

None

Previous Council Decision or Community Discussion:

This is an amendment to a contract that went to council for approval on September 7, 2021, item 12.A.

Options and Alternatives to Recommended Action:

1. Approve the Contract Amendment for Services with Southwest Protective Services; or
2. Do not approve the Contracts for Services that would provide security and patrolling services and direct Staff how to proceed.

Background and History:

The City of Flagstaff conducted a competitive and open procurement process through Invitation For Bids Solicitation No. 2021-28 that resulted in Contract No. 2021-28 with Sedona Protective Services, LLC, an Arizona Limited Liability Company d/b/a Southwest Protective Services. The City of Flagstaff Procurement department has verified the cooperative purchase contract as valid.

Connection to PBB Priorities and Objectives:

- Livable Community: Provide amenities and activities that support a healthy lifestyle
- High Performing Governance: Serve the public by providing high quality customer service
- Safe and Healthy Community

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: Amendment One



FIRST AMENDMENT

City of Flagstaff – Sedona Protective Services, LLC

Security Services: Parks and Recreation Locations/LIBRARIES AND CITY HALL

Contract No. 2021-28

This First Amendment to the Contract for Services dated October 28, 2021 ("Initial Contract") between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Sedona Protective Services, LLC, an Arizona Limited Liability Company d/b/a Southwest Protective Services ("Contractor") is made and entered into effective this ____ day of _____ 2024.

The Parties to the Initial Contract hereby agree to the following amendment. Deleted text has a ~~strike through~~ and new text is **ALLCAPS and bold**.

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

Security Services: Parks and Recreation Locations/**LIBRARIES AND CITY HALL**

and as more specifically described in the Scope of Work attached hereto as Exhibit A, **TO INCLUDE ADDITIONAL SERVICES AND FEES.**

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor ~~an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00)~~ **FOR SERVICES RELATED TO PARKS AND RECREATION LOCATIONS PLUS AN AMOUNT OF EIGHTY-SEVEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$87,360) FOR ADDITIONAL SERVICES RELATED TO THE LIBRARIES AND CITY HALL** as defined by Exhibit A and the attached Bid Sheet **FOR A TOTAL ANNUAL AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-TWO THOUSAND AND THREE HUNDRED SIXTY DOLLARS.**

All other terms and conditions of the Initial Contract shall remain unchanged and in full 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

SEDONA PROTECTIVE SERVICES, LLC

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office



EXHIBIT A - FIRST AMENDMENT

Southwest Protective Services
2710 N. Steves Blvd., Suite B
Flagstaff, AZ 86004

Scope of Work

(928) 774-4645
Fax (928) 774-4797
www.swps.us

Security Guard Services

SECURITY GUARD SERVICE – 2023

Southwest Protective Services (SWPS) is a very high profile guard and patrol service. Our service is unique in that we cater the service to the client's needs. Guard Site and Patrol service is available nightly, every day of the year. We use highly visible, fully marked patrol vehicles for maximum crime deterrence. Clients also have access to local SWPS management staff and can expect prompt response 24-hours a day, 365 days a year. All our patrol vehicles are also equipped with GPS monitoring service for certification and verification of stops and time of stops.

SWPS has been in operations since 2004 and has had both patrol service and site guard services in the area for over 19 years. Based on our years in security service with both options available to clients we can customize your coverage to meet your exact needs and have the flexibility to add or remove patrol services within 6 hours of notice. Our site guard service can also be added to a Flagstaff and Sedona client's location within hours' notice based on our local staff and local management headquarters in the Flagstaff city limits.

SWPS was able to assist Silar Homes in January 2019 with immediate coverage during the time when residents had to be relocated for temporary housing during some repairs. This immediate coverage is an example of the flexibility and quickness of how the company was able to assist local locations with quick security requests.

SWPS currently employs 45 to 50 full and part-time officers, supervisors, and administrators. We also purchase and maintains our patrol vehicles locally, with them stationed at our office headquarters in the Kachina Square Shopping complex, they are available and ready for usage at multiple city locations serviced. SWPS presently holds more than 70 permanent patrol, site, and alarm response contracts, and accepts numerous short-term special event and emergency assignments.

SITE AND PATROL OFFICERS

All officers are fully uniformed, and are equipped with everything they need to handle your needs. Our officers are trained and licensed by the Arizona Department of Public Safety. Our agency follows the strict guidelines, policy and procedure implemented by the state department licensing division. Our SWPS security guards are licensed by DPS after an extensive background investigation and the successful completion of a required training program. You will find the course syllabus of the state's training requirements attached in Attachment D. In addition all guards are wearing issued approved uniform by AZ DPS Licensing department with agency logos on shoulder sleeves and jacket sleeves, with SECURITY in bold print on back of jackets.

- Scope of Work

INCIDENT DOCUMENTATION

All incidents on client properties are documented on incident reports. One copy is the client copy and the other is kept on files for future reference. All reports are scanned and sent daily to the clients electronically. If police or other law enforcement agencies are dispatched to client property, that incident is documented with an agency report number for client benefit. Daily Activity reports are also completed by site guards at clients locations, reports include any and all activity that occurred during time of coverage.

ADDITIONAL CHARGE

If circumstances exist that require a patrol officer to return OR to remain on the Client's property beyond the normal service period agreed upon, a rate of \$1.50 per minute will apply, and will be added to the monthly bill.

EMERGENCY COMMUNICATION

Our staff will contact RP listed immediately in the event of any emergency and document all findings. The guards will also remain on site until directed otherwise to assist and confirm that all areas are secure.

On call Rate for Immediate Coverage for less than 72 hours

Notice: **\$45.00/ hour**

Coverage will be attempted to be fulfill but not guaranteed for Same Day Request of Coverage or for anything less than 48 hours notice of coverage.

- Scope of Work

SCOPE OF DETAILED SERVICES TO BE PROVIDED:

East Flagstaff Public Library 3000 N Fourth Street, Suite 5 Flagstaff, AZ 86004

Monday-Thursday (1200-1730) = 5.5 hours X \$30.00/hour = \$165.00/day X 4 days = \$660.00

Friday 1200-1800 = 6 hours X \$30.00/hour = \$180.00

Saturday 0900-1300 = 4 hours X \$30.00/hour = \$120.00

Sunday 1200- 1700) = 5 hours X \$30.00/hour = \$150.00

Estimated Monthly Total = \$4,810.00

The guard will assist the location's staff with any concerns. The Security Guard will be there to maintain as a deterrent for crime and behavioral incidents for the presence of those in the area. Guard will always conduct themselves professionally and politely in assisting the center's staff and attendees. Security Guard will patrol the designated event area to make his/her presence known. The guard will keep an eye out for suspicious behavior and check perimeter regularly. The officer is to patrol the grounds in and around the area, deterring crime and searching for problems. . Client anticipates that they may have a few people in the area that may not want to comply with policy and the guard will assist in informing and enforcing of policy politely. At end the closure of the library, guards will assist to clear out any and all areas requiring to be secured, locked and direct customers to the exits. The guard will complete a Daily Activity Report detailing activity of the day and will complete a Incident Report in the event of out of the ordinary occurrence. The reports will be issued to the staff for their records.

One check nightly: East Flagstaff Public Library :

Extra fee will be only for Monday – Friday only @ \$550.00/ Month

Guard will conduct nightly closing services at no extra cost Friday, Saturday and Sunday

Check nightly –

Monday through Thursday check is at 1950 hours (7:50 pm),

Enter building and check in with Reference staff on duty. Walk the interior of the building inform people the library is closing. Check the restrooms for people. Deter any potential incidents or criminal activity. Once the library is closed the guard will perform another check to make sure everyone is gone. If there is a problem the guard will stay with library staff until the problem is resolved. Once all patrons are out of the library, guard will secure front doors. Then he/she will drive around to the back driveway and wait for staff to leave the garage and make sure the garage door closes. No service on holidays as Library is closed.

Total Monthly Estimate: \$5360.00

Guard will check with front desk staff and conduct the following:

- WALK THE INTERIOR OF THE ENTIRE BUILDING CHECK THAT ALL WINDOWS AND DOORS ARE SECURED.
- INFORM PATRONS THAT THE LIBRARY IS CLOSING.
- CHECK THE "TEEN ZONE" LOFTS. CHECK THE RESTROOMS (CHILDRENS AREA & MAIN). LEAVE DOORS OPEN UPON EXIT.
- CHECK COMMUNITY ROOM FOR PATRONS.REMAIN ON PREMISES UNTIL ALL PATRONS AND LIBRARY PERSONNEL EXIT THE BLDG. ESCORT LIBRARY STAFF TO THEIR VEHICLES.
- DO NOT LEAVE PROPERTY UNTIL ALL STAFF IS SAFELY IN VEHICLE OR OFF PROPERTY.

- Scope of Work

COPE OF DETAILED SERVICES TO BE PROVIDED:

West Flagstaff Public Library

Saturday 1200-1700 = 5 hours X \$30.00/hour = \$150.00

Sunday 0900- 1300 = 4 hours X \$30.00/hour = \$120.00

Estimated Monthly Total = \$1170.00

The guard will assist the location's staff with any concerns. The Security Guard will be there to maintain as a deterrent for crime and behavioral incidents for the presence of those in the area. Guard will always conduct themselves professionally and politely in assisting the center's staff and attendees. Security Guard will patrol the designated event area to make his/her presence known. The guard will keep an eye out for suspicious behavior and check perimeter regularly. The officer is to patrol the grounds in and around the area, deterring crime and searching for problems. . Client anticipates that they may have a few people in the area that may not want to comply with policy and the guard will assist in informing and enforcing of policy politely. At end the closure of the library, guards will assist to clear out any and all areas requiring to be secured, locked and direct customers to the exits. The guard will complete a Daily Activity Report detailing activity of the day and will complete a Incident Report in the event of out of the ordinary occurrence. The reports will be issued to the staff for their records.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: David McIntire, Community Investment Director
Co-Submitter: Jennifer Mikelson
Date: 04/08/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Ratification of Letter of Support: Foundation for Senior Living's request for funding to Senator Sinema's Office.

STAFF RECOMMENDED ACTION:

Ratify the letter of support submitted to Senator Sinema's Office on behalf of the Foundation for Senior Living and the affordable housing projects they are planning to construct in Flagstaff.

Executive Summary:

The Foundation for Senior Living is requesting funding from Senator Sinema's Office to supplement Low Income Housing Tax Credit Funding and contributions from the City of Flagstaff Rental Incentive Program funding. As the City has approved bond funding, and considers the project beneficial to affordable housing goals, a letter was provided supporting their application. A letter is attached.

Financial Impact:

The letter of support has no financial impact on the City other than to support funds coming into the community to address the affordable housing crisis.

Policy Impact:

The Council has already shown support for the Foundation for Senior Living affordable housing projects through its own contributions, so the letter does not change or clarify any policy.

Previous Council Decision or Community Discussion:

Council approved Bond Rental Incentive Program funding for these two affordable housing projects on March 19, 2024, and previously approved specific modifications to the development standards for the site plan.

Options and Alternatives to Recommended Action:

Council may ratify the letter or provide feedback regarding the concerns they have with the letter.

Connection to PBB Priorities and Objectives:

Support social services, community partners, and housing opportunities

Connection to Regional Plan:

Policy LU.11.4. Encourage various housing types that appeal to a diverse range of ages and income.

Connection to Carbon Neutrality Plan:

Not applicable

Connection to 10-Year Housing Plan:

Incentivize the creation of affordable units for various programs and mechanisms.

Protect people from housing discrimination and remove housing barriers

Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.

Attachments:

Letter of Support for FSL



City of Flagstaff

Honorable Senator Kyrsten Sinema
Office of U.S. Senator Kyrsten Sinema of Arizona
3333 E Camelback Rd. Suite 200
Phoenix, Arizona 85018

Dear Senator Sinema,

I offer this letter in support of the San Francisco Square project submitted by the Foundation for Senior Living's (FSL) development team. This is an innovative three-part project that begins by addressing the extraordinary need for affordable housing in our community.

Once constructed, it will accomplish a variety of important city goals. It will not only provide desperately needed housing, but also eliminate dangerous slum and blight as well as provide much-needed parking for our newly constructed city courts and our downtown core.

The need for affordable housing has never been greater or harder to address. Our city council elevated the need through formal resolution in December of 2020 stating that "The City of Flagstaff declares that a housing emergency exists within our city and region and recognizes the need to make housing a leading priority for the organization and community."

The proposed site for San Francisco Square Apartments currently consists of an abandoned school building and a large vacant home. Both structures boarded up and have become a site for vandalism and occasional shelter, resulting in fires for warmth that have, on at least one occasion, spread and threatened nearby buildings. A very welcomed alternative to these ongoing challenges lies in the first critical element of the project - the construction of 70 affordable rental units for seniors.

San Francisco Square is permit-ready and once awarded tax credits, the FSL team will continue their work on the second element of the development - designing and permitting a garage for public use that can serve visitors to our new city courthouse and the downtown core. FSL's project site is located directly across the street from the courthouse and by far our most convenient option for public parking.

The last element of the project will be a second affordable housing project called Aspen Lofts and will provide seventy-six units of family workforce housing, which will provide families the opportunity of living affordably in the heart of Flagstaff.



City of Flagstaff

As mentioned, this is an innovative project, and the city has appropriated funding toward the parking inventory. The city has also provided relief in the design requirements to further support the project's success. These are true and dire needs in our community, and we thank you in advance for your kind assistance in the matter.

Thank you,

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jennifer Caputo, Human Resources Manager
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-09: 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, Section 1-70-020 Employee Wellness and 1-50-039 Purchase Day Program; providing for repeal of conflicting ordinances; severability; authority for clerical corrections; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-09 by title only for the final time
2. City Clerk reads Ordinance No. 2024-09 by title only (if approved above)
3. Adopt Ordinance No. 2024-09

Executive Summary:

Updating the Employee Wellness section to provide a broader overall statement and less specific details. The Wellness Program changes often which makes it challenging to ensure the ordinance is up to date. Full details of the City's Wellness Program are outlined on our Benefits webpage. Updating the Purchase Day Program to allow part-time employees to participate.

Financial Impact:

This change does not have any financial impact.

Policy Impact:

Updates to the Employee Wellness section have no policy impact. Updates to the Purchase Day Program section allow part-time employees to participate.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Become an employer of choice and provide employees with the necessary tools, training, and support.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Adopt the ordinance as presented.
2. Revise the ordinance and adopt.
3. Deny adoption of the ordinance, which will keep the handbook sections unchanged.

Attachments: Ord. 2024-09
Addendum 34

ORDINANCE NO. 2024-09

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, SECTION 1-70-020 EMPLOYEE WELLNESS AND 1-50-039 PURCHASE DAY PROGRAM; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve the proposed amendments to the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General

The Flagstaff City Code, Chapter 1-14, Personnel System, is hereby amended by adopting the amendments contained in Addendum 34 to the Employee Handbook of Regulations ("Handbook"), as follows.

SECTION 2. Amendments to Employee Handbook of Regulations, 1-70-020 Employee Wellness

The Employee Handbook of Regulations, 1-70-020 Employee Wellness, is hereby amended as shown below (additions are underlined, deletions are stricken):

1-70-020. EMPLOYEE WELLNESS

THE CITY OF FLAGSTAFF OFFERS A COMPREHENSIVE WELLNESS PROGRAM THAT IS CONTINUOUSLY EVOLVING TO MEET EMPLOYEE NEEDS. TO LEARN MORE ABOUT EMPLOYEE WELLNESS BENEFITS, VISIT THE HEALTH AND WELLNESS PAGE OF THE HUMAN RESOURCES WEBSITE.

~~A. EMPLOYEE ASSISTANCE PROGRAM~~

~~An Employee Assistance Program is available to all tenure eligible, tenure granted and exempt employees. Six sessions per calendar year may be used for employee and eligible dependents, a domestic partner and his/her eligible dependent (s). Additional sessions may be covered through the group medical coverage. The City Manager, or designee, can limit or extend the number of sessions as needed.~~

~~B. ANNUAL WELLNESS ASSESSMENT~~

~~The City coordinates a complete wellness assessment at no cost to all tenure eligible, tenure granted and exempt employees who are enrolled with the City group medical coverage. The assessment is also available to eligible dependents, a domestic partner and his/her eligible dependent (s) that are enrolled with the City group medical coverage.~~

~~C. FLU SHOTS~~

~~The City coordinates flu shots for employees, eligible dependents, a domestic partner and his/her eligible dependents (s) that are enrolled with the City group medical coverage.~~

~~D. MOBILE ON-SITE MAMMOGRAPHY~~

~~A mobile on-site mammography screening is coordinated annually at no cost for employees who are enrolled with the City group medical coverage. Women over the age of 40 or men/women of high risk with a doctor's referral are eligible.~~

~~E. REPETITIVE MOTION THERAPY~~

~~Repetitive Motion Therapy is offered to employees in an effort to prevent repetitive motion injuries. The services consist of 15-minute free professional upper body massage therapy, compression, acupuncture, repetitive use injury therapy and assisted stretches for back, shoulders, neck, arms and hands.~~

~~F. TOBACCO CESSATION PROGRAM~~

~~The City provides a tobacco cessation program and will reimburse for a cessation program, products and related assistance. The reimbursement is offered up to 3 attempts. Refer to the City Employee Directive 4-082 Tobacco Cessation Reimbursement for specific information on the program.~~

SECTION 3. Amendments to Employee Handbook of Regulations, 1-50-039 Purchase Day Program

The Employee Handbook of Regulations, 1-50-039 Purchase Day Program, is hereby amended as shown below (additions are underlined, deletions are stricken):

1-50-039. PURCHASE DAY PROGRAM

Benefit Eligible Employees may purchase additional paid time off by participating in the purchase day program.

A. DEFINITIONS

"Purchase Days" are paid time off the employee may purchase through a pre-tax payroll deduction. A Purchase Day is equal to one (1) Working Day.

B. ELIGIBILITY

1. A ~~full-time~~ Benefit Eligible Employee may purchase up to ten (10) Purchase Days per fiscal year after completing six (6) months of continuous service, if a timely request is submitted.

2. Employees may not purchase partial Purchase Days.
3. Employees may use Purchase Days in fifteen (15) minute increments.

C. PROCEDURE

1. Employees must submit a request to participate during the annual open enrollment period in order to be eligible to participate the following fiscal year. Employees must re-elect each fiscal year to participate in the purchase day program.
2. The Benefit Eligible Employee may request to participate in the purchase day program by submitting a Purchase Day Program Request form to the employee's immediate supervisor, Section Head, Division Director, Deputy City Manager, Human Resources Director or designee and City Manager or designee.
3. Human Resources will notify the employee of the final approval and the cost of the paid time off the employee wishes to purchase. The cost is based on the employee's current hourly rate of pay times the number of Purchase Days at the time of the request. The total purchase amount is then divided by twenty-four (24) pay periods over the fiscal year.
 - a. In the event the employee's salary or hourly rate changes during the fiscal year, the cost of the Purchase Days shall not be adjusted.
 - b. The cost may not jeopardize an employee's minimum wage earnings.
4. The deductions will be pre-tax from the employee's paycheck per Section 125 under the Internal Revenue Service code.
 - a. The pre-tax election may not be changed during the fiscal year.
 - b. The employee must use all accrued vacation leave prior to being eligible to use any Purchase Day(s).
 - c. When the Purchase Day (or approved increments) are used, the cost will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.
5. Purchase Days must be used within the fiscal year by June 30th or they will be forfeited.
6. Employees wishing to utilize Purchase Days must request and obtain approval in advance. The supervisor is responsible for authorizing and scheduling employee time off requests while balancing the work program, and may deny use of Purchase Days if not requested sufficient time in advance.
7. An employee shall submit a leave of absence form to the immediate supervisor to record the employee's Purchase Day leave through the City's payroll procedures.
8. Purchase Days are paid at the employee's regular pay rate excluding any type of additional pay.

D. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees who leave City service will receive a refund for any Purchase Days not used, which will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.
2. Employees who leave City service and who have used Purchase Days not yet paid for will pay for the amount owed from their last paycheck. The last paycheck will show the cost deducted. Any balance not deducted from the employee's last paycheck will be paid to the City within six (6) months after leaving the City's employment. After six (6) months, any unpaid balances will be forwarded to collection and the employee will be responsible for the cost of the collection, including any attorney fees and court costs.

~~Form(s): Purchase Day Program Request Form~~

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. 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

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 16th day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ADDENDUM 34 Employee Wellness and Purchase Day Program

1-70-020. EMPLOYEE WELLNESS

The City of Flagstaff offers a comprehensive wellness program that is continuously evolving to meet employee needs. To learn more about Employee Wellness Benefits, visit the Health and Wellness page of the Human Resources Website.

1-50-039. PURCHASE DAY PROGRAM

Benefit Eligible Employees may purchase additional paid time off by participating in the purchase day program.

A. DEFINITIONS

“Purchase Days” are paid time off the employee may purchase through a pre-tax payroll deduction. A Purchase Day is equal to one (1) Working Day.

B. ELIGIBILITY

1. A Benefit Eligible Employee may purchase up to ten (10) Purchase Days per fiscal year after completing six (6) months of continuous service, if a timely request is submitted.
2. Employees may not purchase partial Purchase Days.
3. Employees may use Purchase Days in fifteen (15) minute increments.

C. PROCEDURE

1. Employees must submit a request to participate during the annual open enrollment period in order to be eligible to participate the following fiscal year. Employees must re-elect each fiscal year to participate in the purchase day program.
2. The Benefit Eligible Employee may request to participate in the purchase day program by submitting a Purchase Day Program Request form to the employee's immediate supervisor, Section Head, Division Director, Deputy City Manager, Human Resources Director or designee and City Manager or designee.
3. Human Resources will notify the employee of the final approval and the cost of the paid time off the employee wishes to purchase. The cost is based on the employee's current hourly rate of pay times the number of Purchase Days at the time of the request. The total purchase amount is then divided by twenty-four (24) pay periods over the fiscal year.
 - a. In the event the employee's salary or hourly rate changes during the fiscal year, the cost of the Purchase Days shall not be adjusted.
 - b. The cost may not jeopardize an employee's minimum wage earnings.
4. The deductions will be pre-tax from the employee's paycheck per Section 125 under the Internal Revenue Service code.

ADDENDUM 34 Employee Wellness and Purchase Day Program

- a. The pre-tax election may not be changed during the fiscal year.
 - b. The employee must use all accrued vacation leave prior to being eligible to use any Purchase Day(s).
 - c. When the Purchase Day (or approved increments) are used, the cost will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.
5. Purchase Days must be used within the fiscal year by June 30th or they will be forfeited.
6. Employees wishing to utilize Purchase Days must request and obtain approval in advance. The supervisor is responsible for authorizing and scheduling employee time off requests while balancing the work program, and may deny use of Purchase Days if not requested sufficient time in advance.
1. An employee shall submit a leave of absence form to the immediate supervisor to record the employee's Purchase Day leave through the City's payroll procedures.
2. Purchase Days are paid at the employee's regular pay rate excluding any type of additional pay.

D. EFFECTS OF TERMINATION OF EMPLOYMENT

1. Employees who leave City service will receive a refund for any Purchase Days not used, which will be reflected as income in the employee's paycheck and subject to applicable withholdings and deductions.
2. Employees who leave City service and who have used Purchase Days not yet paid for will pay for the amount owed from their last paycheck. The last paycheck will show the cost deducted. Any balance not deducted from the employee's last paycheck will be paid to the City within six (6) months after leaving the City's employment. After six (6) months, any unpaid balances will be forwarded to collection and the employee will be responsible for the cost of the collection, including any attorney fees and court costs.

(Ord. No. 2013-09, Amended, 05/07/13); (Ord. No. 2019-10, Amended 07/02/19)

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jennifer Caputo, Human Resources Manager
Co-Submitter: Jessica Vigorito
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-11: An ordinance of the City Council of the City of Flagstaff amending Flagstaff City Code, Chapter 1-14, Personnel System, Section 1-14-001-0006, Employee Advisory Committee, Subsection 1-14-001-0006.1, Definitions, and the Employee Handbook of Regulations, Section 1-10-070, Employee Advisory Committee; providing for repeal of conflicting ordinances; severability; authority for clerical corrections; and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-11 by title only for the final time
2. City Clerk reads Ordinance No. 2024-11 by title only (if approved above)
3. Adopt Ordinance No. 2024-11

Executive Summary:

The proposed amendments to subsection 1-14-001-0006.1 update EAC membership definitions to allow part-time employees and non-managerial employees who work in Human Resources to serve on the EAC.

Financial Impact:

There is no financial impact to the City.

Policy Impact:

Amending 1-14-001-0006.1 Definitions will allow part-time employees and non-managerial employees who work in Human Resources to serve on the EAC.

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Become an employer of choice and provide employees with the necessary tools, training, and support.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Adopt the ordinance.
2. Revise the ordinance and adopt.
3. Deny adoption of the ordinance and make no changes.

Attachments: Ord. 2024-11
Addendum 35

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, SECTION 1-14-001-0006, EMPLOYEE ADVISORY COMMITTEE, SUBSECTION 1-14-001-0006.1, DEFINITIONS, AND THE EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-10-070, EMPLOYEE ADVISORY COMMITTEE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AUTHORITY FOR CLERICAL CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Flagstaff City Code section 1-14-001-0006 establishes the City's Employee Advisory Committee (EAC); and

WHEREAS, the purpose of the EAC is to foster ongoing employee-employer relations by providing a process and forum for employees to recommend changes to the City Manager concerning employment-related policies and procedures, safety, compensation, and benefits; and

WHEREAS, the proposed amendments to subsection 1-14-001-0006.1 will allow part-time employees and non-managerial employees who work in Human Resources to serve on the EAC; and

WHEREAS, the City Code sections pertaining to the EAC are copied into section 1-10-070 of the Employee Handbook of Regulations; thus, any amendments to the EAC sections in the Code will also amend section 1-10-070 of the Employee Handbook of Regulations; and

WHEREAS, the City Council has authority to approve the proposed amendments to the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV; and

WHEREAS, the proposed amendments have been reviewed by the EAC, and the EAC has recommended approval of these amendments.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

Section 1: In General,

The Flagstaff City Code, Chapter 1-14, *Personnel System*, Section 1-14-001-0006, Employee Advisory Committee, Subsection 1-14-001-0006.1, Definitions, is hereby amended as shown below (additions are underlined and in caps, deletions are stricken). These amendments will also amend Section 1-10-070 of the Employee Handbook of Regulations, which mirrors the amended sections.

1-14-001-0006.1 Definitions

- A. "Regular Member" is an eligible employee elected to serve on behalf of that employee's respective group.
- B. "Alternate Member" is an eligible employee elected to serve on the EAC when the Regular Member is unable to attend.
- C. "Eligible Employee" is defined as any full time OR PART-TIME tenured or exempt employee not identified as an "Ineligible Employee."
- D. "Ineligible Employee" is defined as any employee appointed, or Deputy City Managers, Division Directors, Section Heads, Human Resources MANAGERS, probationary, or temporary employees.

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 16th day of April 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ADDENDUM 35 EAC Definitions

1-14-001-0006.1 Definitions

C. "Eligible employee" is defined as any full-time or part-time tenured or exempt employee not identified as an "ineligible employee."

D. "Ineligible employee" is defined as any employee directly appointed by the City Council, or Deputy City Managers, Division Directors, Section Heads, Human Resources Managers, probationary, or temporary employees. (Ord. 2010-33, Amended, 11/09/2010; Ord. 2014-32, Amended, 01/06/2015)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stephanie Santana, Transportation Engineer Sr. Lead
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-12: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0002 Specific Speed Limits; providing for penalties, repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-12 by title only for the final time
2. City Clerk reads Ordinance No. 2024-12 by title only (if approved above)
3. Adopt Ordinance No. 2024-12

Executive Summary:

During the May 23, 2023 Special Meeting/Work Session, Council tasked Transportation Engineering Staff with conducting a speed limit study along Butler Avenue, between Milton Road and Sawmill Road, to determine the appropriate speed limit.

During the February 27, 2024 Work Session, Staff presented the findings of the Butler Avenue Speed Zone Evaluation to Council. To summarize, the results of the study had shown that the existing posted speed limits are appropriate because the posted speed limit matches the design speed, which also matches the operating speeds. Council, using their authority, directed Staff to lower the posted speed limits on Butler Avenue as follows:

- Milton Road to Lone Tree Road from existing 35 mph to 30 mph
- Lone Tree Road to Sawmill Road from existing 40 mph to 30 mph
- Sawmill Road to Ponderosa Parkway from existing 40 mph to 35 mph

The process for changing these speed limits includes adopting an Ordinance to change the Flagstaff City Code Section 9-01-001-0002 Specific Speed Limits. This section contains specific locations where the posted speed limit is set forth by means other than following Arizona Revised Statutes.

Financial Impact:

There are approximately ten (10) posted speed limit signs along Butler Avenue from Milton Road to Ponderosa Parkway. Assuming all sign posts and foundations are in good condition, it will cost approximately \$2,300 to remove the existing signs and install new signs, including material and labor. The City's Transportation Section will submit a Work Order to the Streets Section in the Public Works Division to replace the speed limit signs.

Policy Impact:

Adopting this Ordinance will amend the Flagstaff City Code Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0002 Specific Speed Limits, to add specific posted speed limits along Butler Avenue between Milton Road and Ponderosa Parkway.

Previous Council Decision or Community Discussion:

The results of the Butler Avenue Speed Zone Evaluation study were presented to the Transportation Commission, the Bicycle Advisory Committee, and the Pedestrian Advisory Committee. The recordings from these three (3) commissions/committees can be viewed on their respective City of Flagstaff websites.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendments to the City Code.

Connection to PBB Priorities and Objectives:

- Provide, manage, and maintain effective infrastructure for multimodal and active transportation.

Connection to Regional Plan:

- Policy T.1.3. Transportation systems are consistent with the place type and needs of people.
- Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.
- Policy T.2.3. Provide safety programs and infrastructure to protect the most vulnerable travelers, including the young, elderly, mobility impaired, pedestrians, and bicyclists.

Connection to Carbon Neutrality Plan:

- DD-2 Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
- DD 3 Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

Connection to 10-Year Housing Plan:

- None

Attachments: Ord. 2024-12
 Presentation Butler Ave Speed Limit Changes

ORDINANCE NO. 2024-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 9 TRAFFIC, CHAPTER 9-01 TRAFFIC CODE, SECTION 9-01-001-0002 SPECIFIC SPEED LIMITS; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0002 Specific Speed Limits, contains specific locations where the posted speed limit is set forth by means other than the process outlined in Arizona Revised Statutes; and

WHEREAS, the Transportation Engineering Section performed a Speed Limit Evaluation study along Butler Avenue from Milton Road to Sawmill Road; and

WHEREAS, the City Council has reviewed the Speed Limit Evaluation study, considered public comment, and directed Staff to lower the posted speed limits along Butler Avenue from Milton Road to Ponderosa Parkway for increased bicycle and pedestrian safety.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Flagstaff City Code, Title 9 Traffic, Chapter 9-01 Traffic Code, Section 9-01-001-0002 Specific Speed Limits is hereby amended as follows:

The speed limits of the City shall be as set forth under section 28.701 of the Arizona Revised Statutes, with the following exceptions:

A. No person shall drive a motor vehicle in excess of fifteen (15) miles per hour on the following streets:

1. Bonito Street between Elm Avenue and Thorpe Road;
2. Kendrick Street between Elm Avenue and Hunt Avenue;
3. Izabel Street between Felice Avenue and Cedar Avenue.

B. NO PERSON SHALL DRIVE A MOTOR VEHICLE IN EXCESS OF THIRTY (30) MILES PER HOUR ON THE FOLLOWING STREET:

- 1. BUTLER AVENUE BETWEEN MILTON ROAD AND SAWMILL ROAD.**

C. NO PERSON SHALL DRIVE A MOTOR VEHICLE IN EXCESS OF THIRTY-FIVE (35) MILES PER HOUR ON THE FOLLOWING STREET:

1. BUTLER AVENUE BETWEEN SAWMILL ROAD AND PONDEROSA PARKWAY.

~~D-B~~ Based on an engineering and traffic investigation, the City Council retains the authority to determine a reasonable and safe maximum speed limit at other locations.

SECTION 2. Penalties

Penalties for violating the above speed limits are set forth in Arizona Revised Statutes Title 28, as amended and Flagstaff City Code Title 9, Traffic Code, as amended, including Traffic Code Section 9-01-001-0001(E) which states “[u]nless otherwise specified, any person found responsible for a civil traffic violation shall be penalized by a civil sanction not to exceed two hundred fifty dollars (\$250.00), excluding surcharges and assessment.” Criminal penalties for violating the above speed limits are up to 30 days jail and 500.00 fine under Arizona Revised Statutes Section 28-701.02, and additional general penalties for criminal misdemeanors are outlined in Arizona Revised Statutes Title 13, Sections 13-802 and 13-707.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Butler Avenue Speed Limits

Ordinance 1st Read



April 2, 2024



Summary

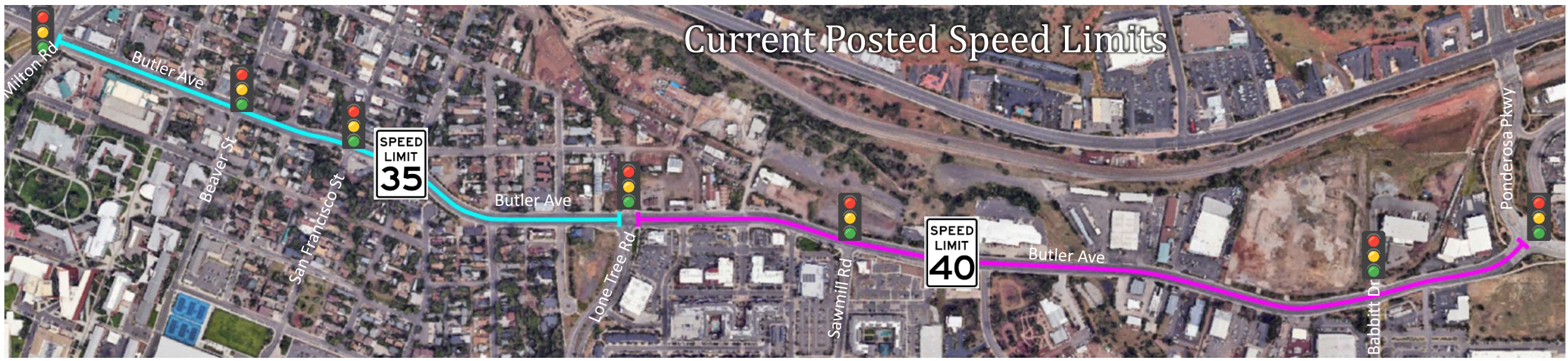


Council Work Session February 27, 2024

- Staff presented findings from Butler Avenue Speed Zone Evaluation
- Council directed Staff to lower the posted speed limits as follows:
 - Milton Road to Lone Tree Road from existing 35 mph to 30 mph
 - Lone Tree Road to Sawmill Road from existing 40 mph to 30 mph
 - Sawmill Road to Ponderosa Parkway from existing 40 mph to 35 mph



Current vs Proposed Posted Speed Limits





Ordinance

An Ordinance was written to amend the Flagstaff City Code as follows:

9-01-001-0002 SPECIFIC SPEED LIMITS

The speed limits of the City shall be as set forth under section 28.701 of the Arizona Revised Statutes, with the following exceptions:

A. No person shall drive a motor vehicle in excess of fifteen (15) miles per hour on the following streets:

1. Bonito Street between Elm Avenue and Thorpe Road;
2. Kendrick Street between Elm Avenue and Hunt Avenue;
3. Izabel Street between Felice Avenue and Cedar Avenue.

B. No person shall drive a motor vehicle in excess of thirty (30) miles per hour on the following street:

1. Butler Avenue between Milton Road and Sawmill Road.

C. No person shall drive a motor vehicle in excess of thirty-five (35) miles per hour on the following street:

1. Butler Avenue between Sawmill Road and Ponderosa Parkway.

~~DB.~~ Based on an engineering and traffic investigation, the City Council retains the authority to determine a reasonable and safe maximum speed limit at other locations.' (1978 Code; Ord. 962, 11-18-75)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: David Millis, Development Engineer
Co-Submitter: Stephanie Santana
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-15 and Ordinance No. 2024-13: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona declaring as a public record that certain document filed with the City Clerk entitled "2024 Amendments to Flagstaff City Code, Title 13, Engineering Design and Standards and Specifications for New Infrastructure." and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona amending the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-15
2. Read Ordinance No. 2024-13 by title only for the final time
3. City Clerk reads Ordinance No. 2024-13 by title only (if approved above)
4. Adopt Ordinance No. 2024-13

Executive Summary:

The intent of the Engineering Standards and Specifications is to provide information on minimum acceptable design and construction practices for new infrastructure in the City of Flagstaff. The last update to these standards was made in 2017. Since then, through regular use and enforcement of the standards, Engineering staff have identified some necessary amendments. These amendments have been proposed to correct errors and omissions, incorporate best practices, incorporate new technologies, improve the ease of interpretation of the standards, and provide consistency with other adopted codes and standards.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Engineering Design Standards Amendments.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Engineering Design Standards Amendments.

Previous Council Decision or Community Discussion:

During the February 27, 2024 Work Session the City Council discussed this proposed ordinance. The following are the changes staff made following the Council Work Session.

- Concerns from Council and the Community were raised regarding a proposed amendment to allow for the use of roll curb in certain new residential subdivisions. Amendments to the existing standards affecting roll curb were removed pending additional Council, Commission and Community discussion.
- Language clarifying that roll curb may be used on new residential cul-de-sacs where lack of parkway and/or right-of-way causes any other standard driveway entrance type to be non-compliant with ADA sidewalk cross slope requirements is included in the proposed amendment.

- Clarifying language was added to the allowable height of traffic signals in accordance with MUTCD in response to Council discussion.
- A technical change to large diameter water valve specification was added to 13-09-006-0001.B.
- Staff updated a reference to a FUTS trail detail in subsection 13-09-001-0008.H.
- Changed a callout on detail 10-10-035 from "SIDEWALK/FUTS" to "PATH/SIDEWALK".

Options and Alternatives to Recommended Action:

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

Background and History:

The City of Flagstaff last made major amendments to Title 13 of City Code entitled "Engineering Design Standards and Specification for New Infrastructure" (also referred to as the Engineering Standards) in Ordinance 2017-22. The City also made minor amendments to the Engineering Standards in Ordinance 2020-10.

The proposed and ongoing amendments to the Engineering Standards ensure that the City continues to address and improve public safety. These standards also ensure high performing infrastructure that will improve and reduce maintenance in the future.

The proposed amendments to the Engineering Design Standards are the result of input and review from an internal stakeholder committee. These draft amendments were circulated to City of Flagstaff departments including Planning, Housing, and Sustainability. The results were then presented to the community including, two public open houses, the Business Advocacy Division of the Chamber of Commerce, the Transportation Commission, the Bicycle Advisory Committee, the Pedestrian Advisory Committee, the Commission on Inclusive and Adaptive Living, and the City Council Work Session on 02/27/2024. Comments were solicited at these meetings and through the City's online community forum. The proposed amendments have been available on the City's website since 01/09/2024 and have been updated based on internal and external comments received, when appropriate.

Upon approval of the proposed amendments, Engineering will begin another regular revision cycle. Staff will include the same stakeholders, and involve key community partners, as we work through the next revision cycle. Staff will bring the next cycle of proposed administrative amendments to Council in approximately two to three years. Based on Council direction, staff will conduct additional consultation and outreach to the community, The Commission on Inclusive and Adaptive Living, and the construction and development community to further refine future proposed changes to the roll curb standards. Staff anticipate that other code revisions that include amendments to Engineering Standards driven by Council priorities and/or adopted policy may occur sooner than the next cycle of regular administrative amendments upon completion of the ongoing Code Analysis Project (CAP), which is anticipated to be complete by the end of 2024.

Connection to PBB Priorities and Objectives:

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.
- Identify smart traffic management, multi-modal transportation, and alternative energy opportunities.
- Enhance the understanding between the development community, the City and Flagstaff residents.
- Provide amenities that support a healthy lifestyle.
- Support the development of attainable and accessible housing.

Connection to Regional Plan:

- Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.
- Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

- Provide for public services and infrastructure. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown's status as the best-served and most accessible location in the region.
- Improve mobility and access throughout the region.
- Improve transportation safety and efficiency for all modes.

Connection to Carbon Neutrality Plan:

- Improve water infrastructure and expand water reuse.
- Improve the resilience of public infrastructure and City facilities.

Connection to 10-Year Housing Plan:

- Explore innovative tools and techniques to limit costs for regional development impacts on individual development projects, such as infrastructure.
- Explore alternative Engineering and Fire requirements to minimize the cost of development without compromising Fire and Life Safety.

Attachments: Res. 2024-15
 2024 Amendments to Flagstaff City Code, Title 13
 Ord. 2024-13
 Presentation

RESOLUTION NO. 2024-15

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “2024 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure, contains engineering design standards and specifications setting forth minimum acceptable design and construction practices, and these standards and specifications are periodically amended to reflect new and best practices, changes to other codes that are incorporated by reference within these standards, clerical corrections, legal considerations and input from the community;

WHEREAS, the Engineering and Capital Improvements Division, in cooperation with staff members from other divisions, developed amendments to Title 13, and presented the proposed amendments in a press release, online at the City of Flagstaff Engineering web page, in two public open houses, to the Chamber of Commerce and made presentations to the Traffic Commission, Bicycle Advisory Committee, Pedestrian Advisory Committee Commission on Inclusive and Adaptive Living and City Council;

WHEREAS, the Engineering and Capital Improvements Division considered the comments received from internal and external stakeholders and incorporated them into the proposed in new Title 13 of the Flagstaff City Code;

WHEREAS, the document entitled “*2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure*” contains the Engineering and Capital Improvements Division’s recommended amendments to Title 13 of Flagstaff City Code;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to Title 13, Ordinance No. 2024-13, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as “*2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure*” 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 16th day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Amendment for Adoption Engineering Design Standards

Provisions that are being deleted are shown in bold strikethrough.

Provisions that are being added are shown in bold red text.

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

13-04: Easements and Rights-of-Way

Section 1. Amend Title 13 Engineering Design Standards, Chapter 13-04: Easements and Rights-of-Way, as follows:

CHAPTER 13-04 EASEMENTS AND RIGHTS-OF-WAY

Divisions:

13-04-001 Easements

13-04-002 Public Right-of-Way

13-04-003 Work in Public Rights-of-Way and Easements

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Section 2. Amend Title 13 Engineering Design Standards, Chapter 13-04: Easements and Rights-of-Way, Division 13-04-001: Easements, Section 13-04-001-0003: Types, as follows:

A. Typical easement purposes are water, sewer, drainage, public utility, sidewalk, walkways, bike paths, urban trails, open space, slope, temporary turnaround, public service access, and temporary construction easements. However, any purpose agreed upon by both parties will constitute valid use. A vehicular no-access restriction may be required by the City, where vehicular access is not appropriate for safety or legal reasons.

B. More than one (1) type of easement may occupy the same ground, but if created at different times, the right and use by the senior grant may not be interfered with by the junior; nor can any easement be used for a purpose other than that recited in the grant.

1C. The grantor may make use of the land subject to the easement but ~~must~~**shall** not interfere with the particular easement use or access thereto.

2D. The ~~land owner~~**grantor or successor** ~~must~~**shall** allow the authorized utility company or City representative access to any ~~pipng and/or appurtenances~~**facilities** that lie within the ~~public utility~~ easement.

a1. Access is defined as the ability to ~~walk~~**drive ordinary construction equipment** to the ~~pipng and/or appurtenance~~**facility**.

(1)2. In the event that **a fence or wall is authorized within the easement, no access is available from the installation of a non-edifice**, a gate **of sufficient width to allow access by ordinary construction equipment, four (4) feet, zero (0) inches minimum in width**, may be required **to be installed that will allow access**.

(2) The gate may be equipped with a City lock interlocked with a lock from the ~~private resident~~**grantor or successor**.

3E. ~~No permanent structures will be allowed to~~**Permanent obstructions shall not** be constructed within, or over the top of, ~~the a~~ public utility or drainage easement **except with written permission by the City Engineer. Unauthorized permanent obstructions constructed in an existing public utility or drainage easement shall be removed by the property owner at their expense.**

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

a1. A permanent ~~structure~~ **obstruction** is defined as ~~a masonry fence (including trash enclosures), or any part of a building or structure that requires a building permit~~ **any wall (including a trash enclosure), any fence that lacks panels that are removable by hand utilizing only simple hand tools, a retaining wall of any height or type (including stacked rock, railroad ties, interlocking masonry, landscape timbers, etc.), sport courts, shade structures, sheds, signage not easily removed with hand tools, or any part of a building or structure that requires a building permit. Trees and other large plantings are classified as permanent obstructions where such plantings would restrict access within the easement. Exceptions may be granted for certain permanent obstructions particularly at property lines where the easement on both sides of the permanent obstruction is otherwise accessible and the obstruction is generally placed perpendicular to the easement.**

~~b. A nonpermanent structure is defined as a wooden or chain link fence, curb and gutter, parking lot, landscaping, and buildings or structures that do not require a building permit.~~

~~cF.~~ **In the event that the** ~~if a pipe and/or appurtenance facility~~ **must be repaired, maintained, or reconstructed, and a nonpermanent structure** **an allowable feature** **has been constructed over the easement, the City may require the property owner to remove the** ~~nonpermanent structure~~ **feature** **in order for the City to make the repair, perform maintenance, or do reconstruction.**

1. Allowable features that may be placed in easements shall not interfere with drainage or access within the easement. Examples of features that ordinarily would be allowable include curb and gutter, pavement, sidewalks, landscaping and light weight fences with removable panels such as wood, iron or certain wire/chain link designs and which are generally perpendicular to the easement (other than drainage easements). Fences are not allowed across drainage easements with open channels. Removable fences with minimum eight (8) foot gates are permitted across drainage easements with underground storm drains.

~~(1)2.~~ **The property owner may reinstall the** ~~structure~~ **feature** **at the owner's expense.**

~~d. In the event that the pipe and/or appurtenance must be either repaired, maintained, or reconstructed, and a permanent structure has been constructed over the easement, the permanent structure must be removed by the property owner in order to complete the repair, maintenance, or reconstruction and may not be reinstalled.~~

~~eG.~~ **In the event that the structure, either permanent or nonpermanent,** **If the City requires a property owner to remove a permanent obstruction or allowable feature under parts E or F of this section and the structure is not removed immediately in a timely fashion,** **the City shall have the right to remove the structure and charge the property owner for this effort.**

~~fH.~~ **Private services shall not be installed in a public easement or right-of-way parallel to** ~~public utility lines~~ **the easement or right-of-way.**

~~CI. Fences are not allowed across drainage easements with open channels. Removable fences with minimum eight (8) foot gates are permitted across drainage easements with underground storm drains.~~

I. No grading other than minor levelling or surface amendments shall be made within any easement that could affect drainage or cover over subsurface facilities without written approval from the City Engineer.

~~DJ.~~ **An easement does not become void or nonexistent if it ceases to be used for the purpose for which granted unless the grant carries a limitation to that effect.**

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1. An easement can be of a temporary nature and cease to exist at the time specified on the grant. ~~One (1)~~**An** example would be a construction easement adjoining a permanent easement or a turnaround to be abandoned when the street is extended.

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Section 3. Add Title 13 Engineering Design Standards, Chapter 13-04: Easements and Rights-of-Way, Division 13-04-003: Work in Public Rights-of-Way and Easements, to read as follows:

Division 13-04-003

Work in Public Rights-of-Way and Easements

Sections:

13-04-003-0001 Permit Requirements

13-04-003-0002 Project Clean-up Requirements

13-04-003-0001: Permit Requirements

A. Prior to the issuance of a permit, the permittee shall provide the City of Flagstaff with:

- 1. One copy of the certificate of commercial general liability insurance naming the City as an additional insured, the general liability endorsement, and the additional insured endorsement. The endorsements shall include the policy numbers and the policy numbers must match those listed on the certificate of insurance. The minimum limits of coverage shall be those currently required by the City of Flagstaff Risk Management Section. This insurance shall in no way limit the extent or enforcement of the hold harmless agreement in Subsection C below.**
- 2. An electronic copy of the construction plans. The City Engineer may waive this requirement for minor work, in which case the applicant shall submit a sketch that depicts, in suitable detail, the proposed work.**
- 3. For work in public rights-of-way that requires the restriction of vehicle, bicycle, or pedestrian traffic, the permittee shall submit electronic copies of a traffic control plan conforming to the requirements of the MUTCD and Division 13-06-008. The City Engineer may suspend this requirement for minor work.**

B. This permit is for the time period indicated. Should the permittee be unable to complete the work in the specified time (adverse weather conditions excepted), the permittee shall make application to the City of Flagstaff for a time extension and pay to the City an amount equal to 50% of the original permit fees.

C. All work permitted shall be done at no expense to the City of Flagstaff, and the permittee shall indemnify, defend, and hold harmless the City of Flagstaff from and against any and all liability or responsibility for any accident, loss, damage to persons or property, or expenses (including reasonable attorney fees and court costs), arising from and/or occurring as a result of any death, bodily injury, personal injury, or property damage of any kind or description that may directly or indirectly relate to or stem from any work or activities under the terms of this permit. In essence, permittee shall assume all said liabilities and/or responsibilities and protect and/or restore all property

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

both public and private damaged as a result of the activities of the permittee, its agents, employees, or contractor.

D. The permittee shall adhere to all Federal, State, and local laws, ordinances, and regulations.

E. All permitted work shall be performed in accordance with the requirements of the City Engineer, the Uniform Standard Specifications for Public Works Constructions (MAG Specifications), City of Flagstaff Addendum to MAG, Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure, Uniform Standard Details for Public Works Construction (MAG Details), and the City of Flagstaff Stormwater Design Manual; and the approved plans, construction schedules, and traffic control plans submitted with the application for permit.

F. Where a proposed underground utility is installed under an asphaltic or portland cement concrete surfaced roadway, the installation shall be made by boring or jacking beneath the road surface. Pavement cuts are permitted only when:

1. Physical constraints such as bedrock or indeterminable infrastructure prevent boring or jacking,
2. An unsuccessful attempt has been made to bore or jack the installation,
3. Connection to an existing utility located beneath the paved portion of the roadway is necessary,
4. Right-of-way limits do not accommodate a boring operation,
5. Boring will result in an inordinate cost when compared to an open cut (double the cost as demonstrated by an engineer's estimate or actual construction bid), or
6. The surface of the roadway is in a badly deteriorated condition such that a pavement cut will not detract from the integrity of the surface, as determined by the City Engineer.

G. When trenching is necessary, and permanent pavement patch is not practicable, temporary trench pavement shall consist of UPM (Unique Paving Material) or approved equal. In lieu of placing UPM, the permittee may elect to completely backfill the trench to within two inches of the finish trench grade with non-shrink slurry backfill conforming to Section 13-09-006-0003. The final two inches shall be MAG Class C concrete.

H. The use of trench plating shall be prohibited from November 1st to April 1st unless specifically allowed by the City Engineer. Approved trench plates shall be installed per MAG Standard Detail 211.

I. Temporary traffic control or signage shall not be placed in the right-of-way without written authorization of the City Engineer.

J. Should blasting be required, an additional permit shall be obtained from the City of Flagstaff Fire Department.

K. The permittee shall notify the assigned inspector on the working day immediately preceding the date work will commence, or recommence after a stoppage.

L. The permittee shall fully conform to the requirements of A.R.S. Section 40-360.21 et seq. (Arizona 811 requirements, call 811).

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

- M. The permittee shall fully conform to the requirements of A.R.S. Section 40-360.41 et seq., restrictions for working near or over power lines.**
- N. The permittee shall be fully responsible for all work performed under this permit, including, but not limited to, workmanship, and worksite clean-up as specified in Section 13-04-003-0002.**
- O. All work permitted herein shall be guaranteed against all defects in material and workmanship for one year from the date it is accepted by the City Engineer.**
- P. Upon acceptance by the City Engineer, all public roadway drainage, water, and sewer facilities shall become and remain the property of the City of Flagstaff.**
- Q. The permittee may be required to perform special requirements as determined by the City Engineer.**

13-04-003-0002: Project Clean-Up Requirements

- A. All contractors working within the City of Flagstaff, both on public property or private property, shall perform their work in such a way as to minimize the dust, dirt, mud, trash, and other debris that leaves, by any means, the construction area. This may include necessary watering (the use of City reclaimed wastewater is encouraged and it is required on all major construction activity in accordance with Section 7-03-001-0015, Cross Connection Control), a dust palliative, silt fencing, best management practices, or whatever else that may be necessary to protect private and public property from undue inconvenience or hazards.**
- B. Any public or private property that is damaged, soiled, muddied, or otherwise marred shall be restored and returned to its original condition by the contractor, developer, or property owner. This work may include repairs to street pavement, removal of mud and debris, street sweeping, watering (the use of City reclaimed wastewater is encouraged), and other work as necessary to restore the public property to its previous condition. The restoration of private property shall include sweeping, debris removal, and other clean-up or repairs needed to restore the private property to its original condition.**
- C. When, in the opinion of the City Engineer, Street Superintendent, or Chief Building Official construction activity results in undue inconvenience or hazards to the public, the City Official may give a written order instructing the contractor to do any of the following:**
 - 1. Change the work methods causing the damage or hazard within a specified time frame.**
 - 2. Perform the necessary clean-up work or repairs to remove the damage or hazard.**
 - 3. Cease immediately the construction activity causing the damage or hazard.**
- D. The contractor, or property owner if no contractor is on the project, is responsible for any needed clean-up resulting from the construction activity on the property owner's project. This responsibility shall include damage resulting from vehicles or machinery of the subcontractor and materials suppliers.**
- E. Should the contractor or property owner not perform the needed repair or clean-up within 24 hours of written order, the City may arrange for the needed clean-up or repairs to be performed. The contractor or property owner shall pay the cost of the clean-up or repairs to the City prior to the**

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

acceptance of the public improvements or occupancy of on-site buildings. Any unpaid charges may be collected from any sureties for the project on deposit with the City.

F. Contractor shall not store material within the rights-of-way of public streets without the written permission of the City Engineer or his authorized representative. When allowed, storage shall be performed to minimize inconvenience and hazard to the public. A traffic control plan shall be submitted by the contractor for review by the City Traffic Engineer. The Traffic Control Plan shall show all devices necessary to conform with MAG Part 400. Under normal conditions, storage of materials will be allowed only on streets closed to public travel.

G. The City Engineer may direct that the contractor access construction sites by routes causing the least potential inconvenience and damage to public and private property. This direction may include the use of alternate routes for construction vehicles, workers access to the construction site, and delivery materials.

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13-06-002: Plans Required

Section 4. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0001.1.1: Modifications, to modify 13-06-002-0001.1.1.A(3) as follows:

3. A narrative as to why the standard cannot be met. Cost **alone** is not a justification for modifying standards. **Where cost is a consideration, the narrative shall include a sealed Engineer's Estimate of Probable Cost (EOPC) for both the design which meets standard and the cost of the design utilizing the proposed modification.**

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Section 5. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0003: Format, to modify 13-06-002-0003.A as follows:

A. All construction plans (grading, drainage, street, water, and sewer) ~~must~~**shall** be submitted in a clear, neat format, with an uncluttered appearance, which conveys all pertinent information at a one (1) inch equals forty (40) feet ~~(1:500)~~ scale horizontal (one (1) inch equals twenty (20) feet may be required if necessary to meet the appearance of objectives), and one (1) inch equals four (4) feet, ~~(1:50)~~ vertical, or larger. Overall drawing size shall be twenty-four (24) inches by thirty-six (36) inches and shall have a left margin of two (2) inches and a margin of one half (1/2) inch on all other sides. An index map to a set of detailed plans in excess of two (2) sheets shall be presented.

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Section 6. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0004: Drafting Standards, as follows:

E. Plan originals shall be ~~on a high quality transparent mylar similar or equal to K & E four (4) mil. reverse double matte~~**submitted electronically, in PDF format.**

F. ~~Stick-on materials, other than standard Blue Stake stickers, will not be allowed on plan originals.~~**During the Civil Plan Review process, a description of any changes made to each plan sheet**

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

since the previous submittal shall accompany the resubmittal. The design engineer may choose to cloud the specific changes on the affected plan sheets or provide a list of changes organized by plan sheet and including a description of each substantive change made since the previous submittal. The itemization of the plan changes shall include a certification by the design engineer that the list of changes incorporates all changes since the previous submittal. Non-substantive changes such as typographical corrections, line weight changes or similar alternations to the plans and which do not affect the functional design need not be included in the list of changes. Where entire plan sheets are replaced or added additional plan review fees shall accompany the resubmittal in accordance with the fee schedule adopted at the time of the initial plan submittal.

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Section 7. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0005: Cover Sheets, to add the following:

O. Provide a blank space in the title block, in the same location on each sheet, with an aspect ratio of 2.5:1 for a City approval stamp. It shall be similar in scale to the Engineer's Stamp.

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Section 8. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0008: As-Built Plans, as follows:

C. Procedure.

1. All as-builts shall have an applicant transmittal attached as documentation of who is submitting them. This is necessary in order to process the plans and for contact information when the review is complete. Plans will not be reviewed if this documentation is missing and/or the submittal is deemed incomplete based on the checklist.

2. All as-built plans submitted for review shall ~~consist of two (2) clean blue or black line paper sets (copied from the original mylars, not a permit set)~~ **be submitted electronically, in PDF/A format,** containing all the original signatures. ~~One (1) set will be reviewed and returned if there are City comments. A, all comments must~~ **shall be addressed and resubmitted. Two (2) revised plan sets will be required with each resubmittal** along with the previous redlined review set until final City approval.

3. ~~Upon City approval, one (1) set of mylars shall be submitted to the City for permanent record.~~ If the project is developed in phases, as-built ~~information/~~ plans **will** ~~shall~~ be submitted once the work is complete ~~in that~~ **for each** phase.

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Section 9. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-002: Plans Required, Section 13-06-002-0009: Final Plan Submittal, as follows:

Upon approval of the construction plans, but prior to the issuance of a permit for construction, ~~one (1) a~~ complete set of **"for construction"** plans **which include the engineer's seal, date, and signature on each sheet originals (which shall be a four (4) mil reverse double matte mylar of legible quality) and one (1) additional cover sheet** shall be submitted to the City for signatures **in PDF format. One (1) signed cover sheet** **The City will apply the approval stamp and the signatures of the City Engineer, Water Services Director and Public Works Director and then** will ~~be returned the plans~~ to the ~~consultant design engineer~~ for their records **in PDF/A format. The City will retain the complete original set as the official plans for the project.** The ~~consultant design engineer~~ will then provide the City with **three (3) full-size, legible blue-line paper**-plan sets for issuance of **construction Engineering** permits. ~~In addition, unless specifically~~

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

~~exempted by the City Engineer, the consultant shall provide to the City the approved plans digitally, as required by the City's "Digital Data Submission Standards" (when developed and adopted).~~

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13-06-003: Grading Plans

Section 10. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-003: Grading Plans, Section 13-06-003-0002: Plan Presentation, as follows:

~~One (1) mylar (four (4) mil. double matte) of~~ The approved grading and drainage plan(s) shall be submitted **electronically, in PDF/A format**, as public record prior to issuance of the grading permit.

At a minimum, the grading plan shall be prepared in accordance with the City of Flagstaff Stormwater Design Manual and the latest edition of the International Building Code.

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13-06-007: General Notes

Section 11. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-007: General Notes, Section 13-06-007-0001: General Notes, to add the following to 13-06-007-0001.A:

- 21. All survey monuments within or around the construction area shall be protected in place. Any monuments that are disturbed or displaced by construction shall be reset by the RLS at the contractor's expense in accordance with City of Flagstaff Engineering Standards Section 13-03-005-0004 and A.R.S. 33-103.**
- 22. The use of trench plating shall be prohibited from November 1st to April 1st unless specifically allowed by the City Engineer.**

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Section 12. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-007: General Notes, Section 13-06-007-0002: Water and Sewer Notes (Water and Sewer Plans), to add the following:

- S. Any existing water stub which is not utilized as part of the approved civil plans shall be abandoned and the valve at the main shall be removed and replaced with a blind flange, repair coupling or other approved method.**
- T. The contractor shall verify that the size of water service and water meter indicated on these plans matches that indicated on the approved building plumbing plan set. In the event there is a discrepancy contact City of Flagstaff Water Services to confirm correct size prior to installation of water service. Where the new service is being installed to a parcel or lot for which no City-approved construction plans exist, consult Engineering Standard Table 13-09-003-04 for the most applicable water service size based on the anticipated use of the property and taking into account those subdivisions where residential fire sprinklers are required.**

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U. All new or relocated fire hydrants shall be tested in accordance with AWWA M-17 procedure and observed by a representative of the City Engineer with the test procedure and results documented on a form prescribed by the City Engineer. All hydrant testing shall be scheduled with the Engineering Division. Under no circumstances may an active hydrant be operated by persons other than authorized City of Flagstaff personnel.

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13-06-008: Construction Traffic Control Plans

Section 13. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-008: Construction Traffic Control Plans, Section 13-06-008-0001: General, as follows:

A. A construction traffic control plan is required for any survey, construction, utility, or maintenance activity performed in public rights-of-way or transportation-related easements that impacts the use or function of, or requires the temporary closure of streets, travel lanes, alleys, sidewalks, bikeways or bike lanes, or FUTS trails. Public utility companies responding to active emergency repairs may erect traffic control measures within the Right-of-Way in accordance with applicable regulations and best practices without first submitting a traffic control plan. The public utility must notify the City of Flagstaff Traffic Engineering Section as soon as practical and in no case later than the next business day after initiating such response where traffic control measures must remain in place more than one business day. Additional traffic control measures and/or a traffic control plan may be required by the City of Flagstaff Traffic Engineering Section.

B. Construction traffic control plans shall be in conformance with the requirements of the Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD). All traffic control plans shall be approved by the ~~City's Traffic Engineering Manager~~ **City of Flagstaff Traffic Engineering Section prior to issuance of any permits associated with the plans. When a project involves construction that requires a substantial traffic control plan, the plan shall be submitted together with the construction plans to allow for the necessary review time **and implementation of phased construction as needed to minimize traffic impacts.****

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Section 14. Amend Title 13 Engineering Design Standards, Chapter 13-06: Construction Plans, Division 13-06-008: Construction Traffic Control Plans, Section 13-06-008-0002: Plan Presentation, as follows:

A. Construction traffic control plans are required for controlling public and construction traffic through work areas and zones as well as for other permitted activities within the public rights-of-way and easements. Traffic control plans may reference particular typical drawings contained in Part VI of the MUTCD for work of a minor nature. Traffic control plans shall be prepared by **trained persons knowledgeable with the fundamental principles of temporary traffic control and the work activities to be performed.**

B. The traffic control plan shall include, but is not limited to, the following:

1. ~~Scaled drawings conforming to City Standard Specification No. 6-05-010 of the construction zone, detours, construction stages, and affected surrounding areas. The scale of the drawings shall be one (1) inch equals twenty (20) feet (1:200), for construction zones under three hundred (300) feet in length and one (1) inch equals forty (40) feet (1:500) or one (1) inch equals fifty (50) feet (1:500) for construction zones greater than three hundred (300) feet in length.~~ Dimensioned drawings including construction zone, detours, construction staging, and affected surrounding areas.

2. Project name and address.

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~~3. City permit number.~~

~~4~~3. Plan preparation date.

~~5~~4. Time of day (if applicable) that construction traffic control is to be in place.

~~6~~5. Traffic control responsibility (name, address, telephone number and contact person for barricade company).

~~7~~6. A listing of all traffic control devices specified for installation.

~~8~~7. The size of the work area (all dimensions).

~~9~~8. The location of the work area in relation to the cross streets, alleys, or other major reference points (show all distances and dimensions).

~~10~~9. **Pedestrian and bicyclist accommodation through the construction zone, including temporary realignment or rerouting of** ~~How~~ existing pedestrian and bicycle facilities ~~will be temporarily or permanently rerouted~~ through or around the construction zone.

10. Accessible routes through or around the construction zone that comply with the Americans with Disabilities Act (ADA).

11. Relocation of transit stops and the continuation of pedestrian access to them. **When relocation of a transit stop is required, the traffic control plan shall include a note that reads as follows:**

a. Permittee shall contact the dispatch office responsible for the transit stop to coordinate relocation a minimum of 3 business days in advance.

12. Impacts on access to existing parking facilities including, but not limited to, garages, carports, and surface lots.

13. Provisions for special human resource requirements, such as flaggers (equipment, clothing, and flagging methods are required to conform to the MUTCD in every instance).

14. Telephone numbers of persons to be contacted in an emergency and for maintenance of traffic control devices.

15. A construction schedule, as well as a schedule of the times of day when work is permitted or when certain lanes are to remain open. **If work extends past approved traffic control plan, a new plan with the updated dates needs to be resubmitted for approval.**

16. A note indicating notification signage to be posted 5 business days prior to work, if required. Variable message boards shall be used for lane reductions on arterial streets, or full closures on arterial, collector, or commercial local streets. Static signage shall be used for full closures on local streets and alleys that are used for access to properties.

17. A note indicating that the Traffic Control Plan is only approved for implementation on the specific dates and times indicated and when the written approval stamp has applied been by the City of Flagstaff Traffic Engineering Section.

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13-09-001: Underground Utilities

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Section 15. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-001: Underground Utilities, Section 13-09-001-0008: Utility Alignment and Easement Requirements to modify 13-09-001-0008.G, as follows:

G. Public utility, **sewer, and water** easements shall be free of all **permanent** obstructions and shall **comply with Division 13-04-001**. ~~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.~~

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Section 16. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-001: Underground Utilities, Section 13-09-001-0008: Utility Alignment and Easement Requirements to modify 13-09-001-0008.H, as follows:

H. For sewer or water easements not located within a public street, an all-weather access road is required if manholes, valves, fire hydrants, or other appurtenances requiring City access lie within the easement. The access road shall have a minimum width of ten (10) feet and shall be constructed in accordance with the structural section in Standard Detail No. ~~t (unpaved)~~ **14-02-002. For those access roads not dedicated as FUTS trails, the aggregate surface course shall be replaced by a full-depth ABC section.** The access road shall connect to a public or private road.

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13-09-002: Sewer System Design

Section 17. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-002: Sewer System Design, Section 13-09-002-0005: Velocities of Flow, to modify Table 13-09-002-02 as follows:

Table 13-09-002-02

Pipe Size (inches)	Min. Slope (%) 2 fps **		Max. Slope (%) 10 fps *	
	n = 0.010	n = 0.013	n = 0.010	n = 0.013
8	0.20	0.34	4.91	8.29
10	0.15	0.26	3.65	6.16
12	0.11	0.20	2.86	4.83
15	0.085	0.15	2.12	3.59

Note: * PVC (n = 0.010) DIP (n= 0.013)

**** Minimum slopes for PVC shall also be calculated using a coefficient of roughness of 0.013.**

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Section 18. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-002: Sewer System Design, Section 13-09-002-0007: Design and Spacing of Manholes, as follows:

A. Manholes are to be installed at the end of each line; at all changes in grade, size, horizontal or vertical alignment, ~~pipe material~~; at all intersections of mains and service connections greater than six (6) inches in diameter; and at distances not greater than four hundred (400) feet for sewers twelve (12) inches or less, and five hundred (500) feet for sewers greater than twelve (12) inches.

Table 13-09-02-004

Minimum Manhole Diameter

PIPE SIZE (INCHES)	MANHOLE DEPTH (FT)	MANHOLE DIAMETER (INCHES)	FRAME AND COVER DIAMETER (INCHES)
Less than 12"	12 and less	48	24

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Table 13-09-02-004

Minimum Manhole Diameter

PIPE SIZE (INCHES)	MANHOLE DEPTH (FT)	MANHOLE DIAMETER (INCHES)	FRAME AND COVER DIAMETER (INCHES)
Greater than 12"	Greater than 12	60	30
15" and larger	Any	60	30
Drop Manholes	Any	60	30

C. A drop manhole is to be used when a sewer enters a manhole two and one-half (2.5) feet or more above the manhole invert in accordance with MAG Detail No. 426.

1. If there is less than two and one-half (2.5) feet of fall, redesign of sewer grades is required to result in a maximum of one-half (0.5) foot above the flow line of the outlet.
2. Sewer grades shall be normally designed to provide one-tenth (0.1) foot fall from the flowline inlet to the flowline outlet within the manhole.
3. When a sewer main joins a ten (10) inch or greater main, the top of each pipe shall match at their intersection of the manhole.
 - a. The maximum horizontal deflection angle (inlet to outlet) for an eight (8) inch main shall be ninety (90) degrees.
 - b. For mains ten (10) inches and larger the maximum defection angle shall be sixty (60) degrees.
 - c. The minimum flow line radius shall be two (2) feet.

D. Concrete caps on manholes located outside roadways or parking lots shall have a continuous No. 3 rebar centered in the cap.

E. One (1) adjustment ring or one (1) row of bricks is required on all manholes. The ring and cover shall not be set directly on the cone.

F. Manhole covers ~~must~~**shall** have a pickhole and watertight manhole covers ~~must~~**shall** have a concealed type pickhole for removal of the cover. Bolts on watertight manhole lids shall be stainless steel.

G. Where corrosive conditions due to septicity or other causes are anticipated, consideration shall be given to providing corrosion protection on the interior of the manholes.

H. Manholes shall be pre-cast concrete or poured-in-place concrete type. Manhole lift holes and grade adjustment rings shall be sealed with non-shrinking mortar.

1. Inlet and outlet pipes shall be joined to the manhole with a gasketed, flexible water-tight connection or any water-tight connection arrangement that allows differential settlement of the pipe and manhole wall to occur.

I. Watertight manhole covers shall be used whenever the manhole is located in a floodplain, wash, or other areas known to be subject to stormwater runoff.

J. Locked manhole covers may be required in isolated easement locations or where vandalism is anticipated.

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K. When connecting to an existing manhole, coring will not be accepted. The connection shall be made with a new cast in place manhole.

L. Manholes should be located outside of sidewalks, bikeways, bike lanes, and FUTS trails when feasible.

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Section 19. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-002: Sewer System Design, Section 13-09-002-0010: Sewer Services, to modify 13-09-002-0010.A as follows:

A. Sewer services shall be installed perpendicular (not parallel) to the right-of-way or easement, within the right-of-way or easement, and shall not be installed across another's ~~private property~~ **parcel or lot except where service is perpendicular to, and entirely within a public utility or sewer easement. Private easements across separate parcels will not satisfy the requirements of this section.** Sewer services are prohibited on sewer transmission mains that are eighteen (18) inches or larger.

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13-09-003: Water System Design

Section 20. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-003: Water System Design, Section 13-09-003-0005: Valve Locations, to modify 13-09-003-0005.B as follows:

B. Valves shall be generally located as follows, unless otherwise approved by the Utilities Division:

1. At intervals to isolate no more than two (2) fire hydrants at any time.
2. At minimum intervals of five hundred (500) feet in commercially zoned areas and residential off-site water mains.
3. In residential areas to isolate a maximum of thirty (30) services (approximately six hundred (600) feet).
4. At minimum intervals of eight hundred (800) feet for transmission lines.
5. Valves shall not be located in street gutters, valley gutters, concrete aprons, or in driveways.
6. **Valves should be located outside of sidewalks, bikeways, bike lanes, and FUTS trails when feasible.**
7. Three (3) valves are required on a four (4) way cross, two (2) valves minimum are required on all three (3) way tee fittings.

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Section 21. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-003: Water System Design, Section 13-09-003-0007: Water Services, to modify 13-09-003-0007.F as follows:

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F. Water services, meter, and box shall be installed perpendicular (not parallel) to the main line, within the right-of-way or easement, ~~and. Water services shall not be installed across another's private property parcel or lot except where service is perpendicular to, and entirely within a public utility or water easement containing a public water main on the affected lot. Water service easements across separate parcels will not satisfy the requirements of this section.~~ Water service lines between a water main and water meter shall be installed perpendicular to the water main unless otherwise approved by the City Engineer. **Water meters shall be located at the frontage of the lot being served.**

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13-09-006: Sewer and Water Line Materials

Section 22. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-006: Sewer and Water Line Materials, Section 13-09-006-0001: Sewer and Water Line Materials and Construction, to modify 13-09-006-0001.B.4 as follows:

4. Valves. Gate valves with AWWA C515 two hundred fifty (250) psi rating shall be used on water mains that are twelve (12) inches and smaller in diameter. Gate valves with nonrising stems shall be used for all locations and be resilient seat and epoxy coated inside and out. ~~Butterfly valves with C504 two hundred fifty (250) psi rating shall be used on all water mains fourteen (14) inches and larger in diameter. All butterfly valves shall be resilient seat and epoxy coated.~~ **For water mains fourteen (14) inches and larger in diameter, the gate valve shall be buried so that the top of the bonnet is at least 36" below subgrade. When circumstances don't allow for this minimum depth, the gate valve shall be buried horizontally and use a bevel gear actuator.**

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Section 23. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-006: Sewer and Water Line Materials, Section 13-09-006-0006.2: Fire Hydrant Specifications, to modify 13-09-006-0006.2.R as follows:

R. A class "A" concrete pad four (4) to six (6) inches thick and three (3) feet by three (3) feet square shall be placed around a fire hydrant barrel a minimum of ~~three~~**two (32)** inches **and a maximum of eight (8) inches** below the bottom of a traffic flange; ~~six (6) inches maximum.~~

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Section 24. Amend Title 13 Engineering Design Standards, Chapter 13-09: Water, Sewer, and Other Underground Utilities, Division 13-09-006: Sewer and Water Line Materials, Section 13-09-006-0006.3: Fire Hydrant Installation Notes, to add the following to 13-09-006-0006.3.A(5):

c. When ten (10) foot spacing from the edge of the driveway is not practical, the design shall maximize available space behind the sidewalk.

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13-10-002: Street Design

Section 25. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-002: Street Design, Section 13-10-002-0001: Street Design, as follows:

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Street design shall:

- A. Provide for appropriate continuation of existing and proposed arterial and collector streets and bikeways in accordance with the most recently adopted version of the Regional Plan and Division 13-10-014.
- B. Provide sufficient rights-of-way for local service or a frontage street along major highways, or other treatment by separation to protect residential properties along arterial and collector streets.
- C. Correlate with the drainage facilities when streets are used for on-site local drainage.
- D. Be designed so that through traffic in residential districts is carried on arterial and collector streets. Residential subdivisions shall be designed so that the local streets provide vehicular, bicycle, and pedestrian access to the residences and services of the homes fronting the streets. Table 13-10-~~011~~**002**-01 identifies the application of the different street cross sections, which are based on the total traffic volumes of the street.
 - 1. In order to provide neighborhoods that are safe, functional, and express an atmosphere of community, subdivisions ~~shall~~ **should** be designed so that the **residential** local streets carry volumes no greater than ~~one thousand five hundred (1,000500)~~ ADT. When the traffic volumes on a given street exceed ~~one thousand five hundred (1,000500)~~ ADT, it ~~shall~~ **should** only provide access to a local street and not to residential properties. In those instances, the typical street section used shall be a minor collector as follows: The section will exclude the center left turn lane (left turn lanes will be required as needed where the minor collector intersects another collector or arterial street).

Table 13-10-002-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Max. Through Lanes	4	4	4	2	2	2	2
Maximum Average Daily Traffic						1,000	500
On Street Parking	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Bicycle Provision	4.5'	4.5'	4.5'	4.5'	In travel lane	In travel lane	In travel lane
Total A.C. Width	68'	68'	**68'/64'	42'	24'	33'	29'

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Table 13-10-002-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Width (B.C. to B.C.)	72'	72'	**72'/68'	46'	28'	37'	33'
Minimum R.O.W. (See Note No. 2)	98'	98'	**96'/92'	70'	52'	61'	57'
Through Lane Width	12'	12'	12'>=40 mph 11'<40 mph	11'	12'	NA	NA
Auxiliary Lane Widths	11'	11'	11'	11'	NA	NA	NA
Edge Treatments	Vertical C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G ***
Min. Sidewalks (See Note No. 3)	6'	6'	5'	5'	5'	5'	5'
Min. Parkway (See Note No. 8)	5'	5'	5'	5'	5'	5'	5'
Parking Lane	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Minimum Median Width (See Note No. 7)	15'	15'	15'	NA	NA	NA	NA
Max. A.C. Width @ Signal w/o Median	68'	68'	68'	68'	NA	NA	NA

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Table 13-10-002-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Max. A.C. Width at Nonsignalized Inters. w/o Median	48'	48'	48'	48'	NA	NA	NA
Corner Cut-Off (See Note No. 4)	25'	25'	20'	15'	15'	15'	15'
Curb Ret. Radius	30'	30'	25' **	20' **	20'	15'	15'
Design Speed	45 MPH	40 MPH	35–40 MPH	30 MPH	25 MPH	20 MPH	20 MPH
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None	None	None
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	181'	100'	100'
Maximum Grade	6%	6%	6%/7%	8%	10%	10%	10%
Property Access (See Note No. 6)	Major D/W Only	Major D/W Only	Major or Combined D/W Only	Individual D/W Head Out	Individual D/W Head Out	Individual D/W Back Out	Individual D/W Back Out

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

2. For all truck routes, there shall be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

*** Roll curb is permitted on streets in townhome and planned options where lot widths are less than or equal to forty (40) feet. This is limited to those streets within the development that front the houses.

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Roll curb is permitted on residential cul-de-sacs per Engineering Standard Detail 10-04-010 in order to meet ADA requirements for maximum sidewalk cross slope at driveway entrances.

Table 13-10-002-01 (Continued)

Functional Classification/Design Criteria

URBAN					
COMMERCIAL CENTER STREETS					
Functional Classification (*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Max. Through Lanes	4	4	4	2	2
On Street Parking	6'	6'	6'	6'	6'
Bicycle Provision	5'	5'	5'	5'	In travel lane
Total A.C. Width	81'	81'	81'/77'	55'	36'
Width (B.C. to B.C.)	85'	85'	85'/81'	59'	40'
Minimum R.O.W. (See Note No. 2)	117'	113'	113'/109'	87'	68'
Through Lane Width (**)	12'	12'	12'>=40mph 11'<40mph	11'	12'
Auxiliary Lane Widths	11'	11'	11'	11'	11'
Edge Treatment	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G
Min. Sidewalks	10'	10'	10'	10'	10'
Furnishing Strip	5'	3'	3'	3'	3'
Offset	1'	1'	1'	1'	1'
Parking Lane	6'	6'	6'	6'	6'

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Table 13-10-002-01 (Continued)

Functional Classification/Design Criteria

URBAN					
COMMERCIAL CENTER STREETS					
Functional Classification (*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Minimum Median Width (See Note No. 7)	15'=11' lane + 4' median	15'	15'	NA	NA
Max. Number of Lanes at a Signal w/o Median	6	6	6	6	NA
Max. Number of Lanes at a Nonsignalized Intersection w/o Median	4	4	4	4	NA
Corner Cut-Off (See Note No. 4)	25'	25'	25'	15'	15'
Curb Ret. Radius	30'	30'	20' **	20' **	25'
Design Speed	45 MPH	40 MPH	35–40 MPH	30 MPH	25 MPH
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	181'
Maximum Grade	6%	6%	6%/7%	8%	10%
Property Access	Major D/W Only	Major D/W Only	Major or Combined D/W Only	Individual D/W Head Out	Individual D/W Back Out

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

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2. For all truck routes, there shall be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

Table 13-10-002-01 (Continued)

Functional Classification/Design Criteria

RURAL						
Functional Classification (*)	Major Arterial (See Note No. 3)	Minor Arterial (See Note No. 3)	Major Collector (See Note No. 1)	Minor Collector (See Note No. 1)	Local	Local Narrow
Max. Through Lanes	2	2	2	2	2	2
On Street Parking	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Bicycle Provision	4'	4'	4'	4'	In travel lane	In travel lane
Total A.C. Width	32'	32'	32'	30'	26'	20'
Minimum R.O.W. (See Note No. 2)	60'	60'	60'	60'	50'	44'
Through Lane Width (**)	12'	12'	12'	12'	13'	10'
Edge Treatment	6 Foot Compacted Shoulders and Drainage Swales/Curb and Gutter Is Optional (See Note No. 9)					
Sidewalks	No Sidewalks or Parkway Section					
Parking Lane	Not allowed	Not allowed	Not allowed	Not allowed	N/A	N/A
Corner Cut-Off	30'	30'	20'	20'	20'	20'
Fillet Radius	30'	30'	20' **	20' **	20'	20'
Design Speed	45 MPH	40 MPH	35-40 MPH	30 MPH	20 MPH	20 MPH

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Table 13-10-002-01 (Continued)

Functional Classification/Design Criteria

RURAL						
Functional Classification (*)	Major Arterial (See Note No. 3)	Minor Arterial (See Note No. 3)	Major Collector (See Note No. 1)	Minor Collector (See Note No. 1)	Local	Local Narrow
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None	None
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	100'	100'
Maximum Grade	6%	6%	7%	8%	10%	10%
Property Access	Major D/W Only	Major or Combined D/W Only	Major or Combined D/W	Individual D/W Head Out	Individual Back Out	Individual Back Out
Min. D/W to Intersection	(See Note No. 10)	(See Note No. 10)	(See Note No. 10)	(See Note No. 10)	10'	10'

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

2. For all truck routes, there shall be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

NOTES:

1. Rural residential local streets are for local access in lower density residential areas only. They provide a less intrusive design option for streets, which will experience low traffic volumes and no on-street parking. Critical to their successful operation is a site design that eliminates virtually all demand for on-street parking by providing large setbacks, long driveways, and many convenient on-site parking spaces for each dwelling.

The following minimum development criteria shall be met for the rural residential local streets:

Cluster and Single-Family Detached Development – The rural residential local street shall be used where the minimum lot size is twenty-five thousand (25,000) square feet. The rural residential local "narrow" street shall be used where the minimum lot size is one (1) acre.

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2. Additional right-of-way and/or easements may be required to accommodate turn lanes, traffic signals at intersections, drainage features, et cetera.
3. Sidewalks wider than five (5) feet may be required if high volumes of pedestrian traffic are expected, or in order to match existing adjacent sidewalks and master development plans.
4. The corner cut-off is normally a straight diagonal right-of-way line. A circular arc of this radius may be used if approved by the City Engineer.

At the intersection of two (2) streets of different classifications, the corner cut-off dimension and the curb return or fillet radius of the higher classification street shall be used.

5. For arterial and major collector streets, the relationship between super-elevation rate, runoff, and curve radius shall be determined from AASHTO tables for e-max equals four percent (4.0%). For local streets, the minimum delta angle (D) shall be greater than thirty (30) degrees. Minimum curve radii in the table are based on no super-elevation.
6. Pavement edge tapers shall be designed in accordance with City of Flagstaff Detail No. 10-10-031.
7. Medians shall be required on all arterials and major collectors and as outlined, or as required by the City Engineer.
8. Where new sidewalk is required in an existing development, the City Engineer may waive the requirement of a parkway if it is not practical to construct.
9. Where two (2) local residential "narrow" streets do not intersect at a right angle, the radius of curb returns on the acute angles shall be twenty (20) feet.
10. See Section 13-10-006-0001 for location of driveways adjacent to intersections.
11. For design criteria not addressed in this table, refer to AASHTO.

E. Require that new designs incorporate traffic calming techniques into all new residential streets. The goal is to reduce residential traffic speeds to within the design speed limits, while maintaining safe and reasonable access for all intended normal traffic. In order to achieve this objective, the maximum length of a roadway section between speed control points shall be six hundred sixty (660) feet. A speed control point is defined as any one (1) of the following:

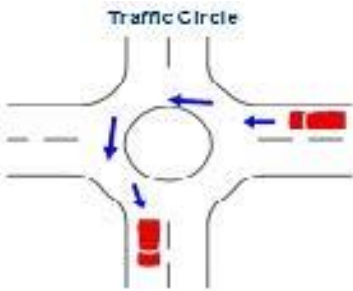

1. Any design condition that requires a complete stop such as the intersection of a local residential street with a collector or arterial street, or a "T" intersection between local streets. (Note: Stop sign control at the intersection between local streets does not qualify.)
2. A horizontal curve that does not exceed a radius of three hundred (300) feet and a corresponding delta of thirty (30) degrees minimum.

In the event that there are circumstances where it is not practical to achieve traffic calming measures with design features as stated above, Table 13-10-011-002-02 is intended to provide the design engineer with a list of alternative traffic calming design features (listed in order of preference).

~~See Design Criteria, Table 13-10-011-01, for the design overview.~~

Table 13-10-002-02 – New Design and Retrofit of Existing Streets

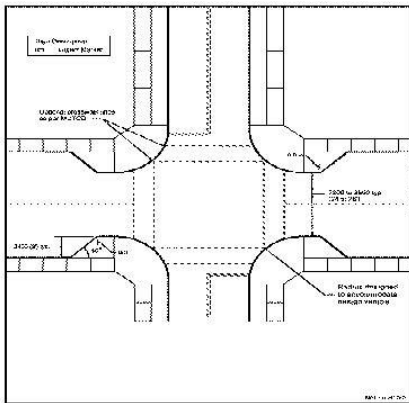
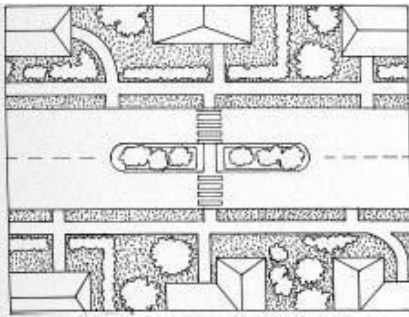
Traffic Calming Design Features for Local Residential Streets

Design Option	Description	Diagram	Advantages	Disadvantages
Neighborhood Traffic Circle	Raised circular islands placed in intersections, around which traffic circulates. Typically, min. 14' diameter and includes 2-foot wide mountable truck apron and landscaping		<ul style="list-style-type: none"> a. Effective moderating speed b. Improves safety c. Located at intersections, the ability to calm two streets d. Fixes grid that is adjacent e. Aesthetic landscape opportunity 	<ul style="list-style-type: none"> a. Difficult for large trucks to circumnavigate b. Designed such that the travel lane does not encroach upon crosswalks c. May eliminate on-street parking d. Maintenance e. Larger trucks may have to violate lane to navigate
Roundabout a. Local to collector b. Local to arterial c. Permitted under special circumstances	Larger than traffic circles and typically extends a minimum of 28' from center with 2' truck apron. The inscribed diameter should be 88' and 200'. Circulating roadway has a width of 14' to 19'		<ul style="list-style-type: none"> a. Moderates traffic speeds on arterials b. Enhanced safety as compared to signalization c. Less operating expenses as compared to signalization 	<ul style="list-style-type: none"> a. May be difficult to navigate with large trucks b. Designed such that the travel lanes do not encroach into crosswalks c. Eliminates some on-street parking

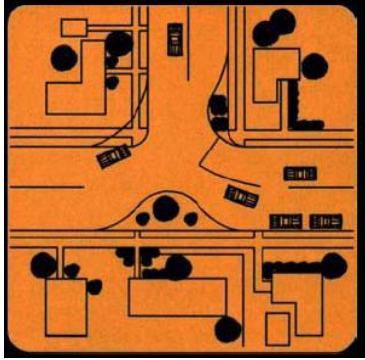
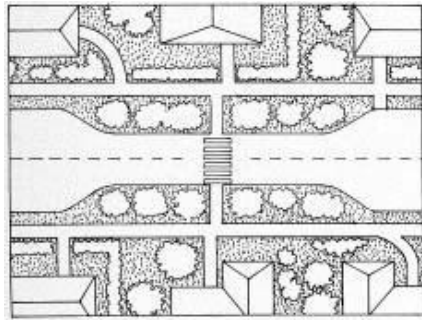
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-002-02 – New Design and Retrofit of Existing Streets

Traffic Calming Design Features for Local Residential Streets

Design Option	Description	Diagram	Advantages	Disadvantages
Curb Extension a. Swells b. Elephant ears c. Located at intersections only	Comprises an angled narrowing of the roadway and widening of the sidewalk		a. Improves pedestrian circulation and space b. Through and left-turn movements are easily negotiable by large vehicles c. Creates protected on-street parking bays d. Reduces speeds, especially for right-turning vehicles	a. Effectiveness is limited by the absence of vertical or horizontal deflection b. May require the elimination of some on-street parking near the intersection c. May require slow right-turning emergency vehicles d. May require bicyclists to briefly merge with vehicular traffic e. May create pedestrian conflict
Center Island Narrowing	A raised island located along the centerline of a street that narrows the travel lanes at that location. A min. of 6' x 20' and landscaped with pedestrian cut-through		a. Increases pedestrian safety b. Reduces traffic volume	a. Speed reduction effect is limited by absence of any vertical and horizontal deflection b. Eliminates some on-street parking

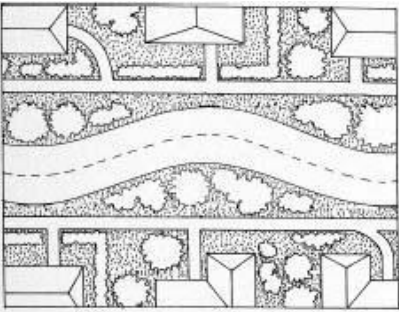
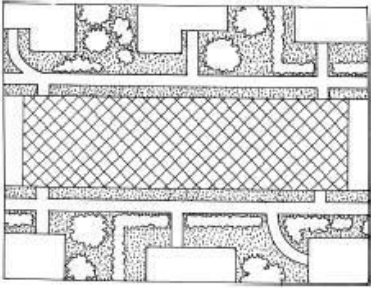
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>Table 13-10-002-02 – New Design and Retrofit of Existing Streets</p> <p>Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
				c. 300' to 500' spacing between center islands for smooth speeds
Realigned Intersection	Changes in alignment that convert T-intersections with straight approaches into curving streets that meet at right-angles		<p>a. Effective at reducing speeds and improving safety at T-intersections that have been ignored by motorists</p> <p>b. Eliminates unnecessary pavement</p>	<p>a. Curb realignment could be costly</p> <p>b. May require additional right-of-way</p>
Choker	Midblock curb extensions that narrow the street by expanding the sidewalk or adding a planting strip and often are installed at midblock crossings		<p>a. Easily negotiated by large vehicles</p> <p>b. Reduces speed and volume</p>	<p>a. Effect upon speed is limited by the presence of vertical and horizontal deflection</p> <p>b. Bicycles briefly merge with traffic</p> <p>c. Eliminates some on-street parking</p>


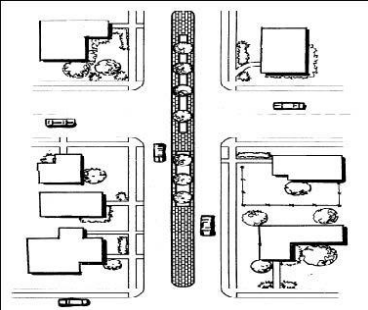
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-002-02 – New Design and Retrofit of Existing Streets

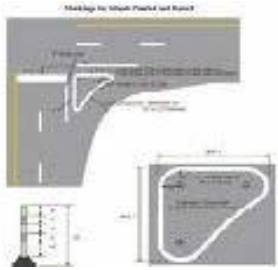
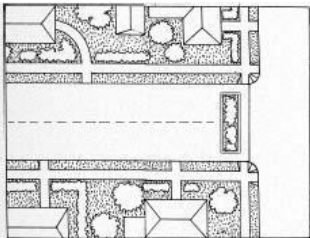
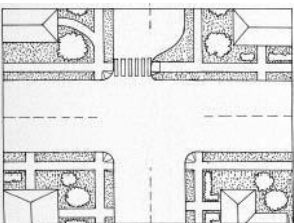
Traffic Calming Design Features for Local Residential Streets

Design Option	Description	Diagram	Advantages	Disadvantages
Chicane	Literal shifts that alternate on both sides of the street creating a S-shaped path of travel		<p>a. Reduces speed through horizontal deflection</p> <p>b. Larger vehicles can easily negotiate</p>	<p>a. Designed to prevent drivers from varying from lane</p> <p>b. Curb alignment and landscaping could be costly</p> <p>c. Drainage a consideration</p> <p>d. May eliminate some on-street parking</p> <p>e. Snow plowing may be difficult to maneuver</p>
Textured Pavement	A surface material on the roadway (such as stamped asphalt or concrete) which is installed to produce small, constant changes in vertical alignment		<p>a. Reduces speed over an extended length</p> <p>b. Located at intersection, can reduce speeds on two streets</p>	<p>a. Generally expensive due to material</p> <p>b. Cross-walk application may cause difficulties for those with disabilities and cyclists to traverse</p> <p>c. Less effective</p>

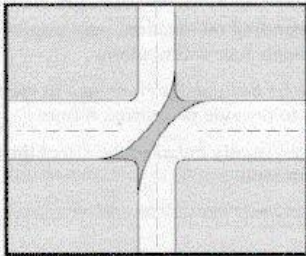
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>Table 13-10-002-02 – New Design and Retrofit of Existing Streets</p> <p>Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
Truncated Diagonal Diverter	A diagonal diverter with one end open to allow for additional turning movements		<p>a. Discourages commuter traffic by forcing turns</p>	<p>a. Reduces local access</p> <p>b. Displaces traffic to other streets</p> <p>c. Costs</p>
One-Way, Two-Way	Curb bulge or center island narrows 2-lane, forcing traffic for each direction to take turns		<p>a. Limited, rarely used</p>	<p>a. Limited, rarely used</p>
Median Barriers (Applied at intersections in special circumstances)	Intersection island blocking movement of a through street		<p>a. Improves safety at an intersection of a local street and a major street by prohibiting dangerous turning movements</p> <p>b. Reduces traffic volumes on a cut-through route that intersects a major street</p>	<p>a. Requires available street width on the major street</p> <p>b. Limits turns to and from the side street for local residents and emergency services</p> <p>c. Reduces access to driveways on major arterials</p>

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>Table 13-10-002-02 – New Design and Retrofit of Existing Streets</p> <p>Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
Pavement Markings Note: Applies only to retrofit of existing streets	Painted striping or channelization to guide traffic		a. Modestly affects speed	a. Extreme unacceptable aesthetic
Full Closures Note: Applies only to retrofit of existing streets	Full closures divert traffic off the street, creating pedestrian and bicycle friendly areas		a. Maintains pedestrian and bicycle access b. Effective in reducing traffic volume	a. Causes circuitous routes for local residents and emergency service vehicles b. May be expensive c. May limit access to businesses d. May increase volumes in remaining routes
Half Closures Note: Applies only to retrofit of existing streets	Similar to full closures, are barricades located in the street and constructed of landscaped walls, gates, side-bollards, or other obstructions		a. Maintains pedestrian and bicycle access b. Effective in reducing traffic volume	a. Causes circuitous routes for local residents and emergency service vehicles b. May limit access to businesses c. Depending on the design, drivers may be

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>Table 13-10-002-02 – New Design and Retrofit of Existing Streets</p> <p>Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
				able to circumvent the barrier
Diagonal Diverters Note: Applies only to retrofit of existing streets	A barrier placed diagonally across an intersection disconnecting the legs of the intersection		<p>a. Does not require a closure per se, only a redirection of existing streets</p> <p>b. Able to maintain full pedestrian and bicycle access</p> <p>c. Reduces traffic volumes</p>	<p>a. Cause circuitous routes for local residents and emergency service vehicles</p> <p>b. May be expensive</p> <p>c. May require reconstruction of corner curbs</p>

F. LID Integrated Management Practices (IMPs) as detailed in the City's LID Guidance Manual as adopted as part of the City of Flagstaff Stormwater Management Design Manual may be allowed in the right-of-way on a case-by-case basis as approved by the City Engineer and Public Works section head.

Only stormwater generated in the public right-of-way will be allowed to be associated with an IMP. No stormwater generated on private property will be allowed to be associated with an IMP in the right-of-way.

LID IMPs, if allowed in the public right-of-way, shall be considered private drainage infrastructure. Ownership and maintenance responsibilities for LID IMPs shall be as described in the amendments to the Floodplain Management Regulations.

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13-10-006: Intersection Design

Section 26. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-006: Intersection Design, Section 13-10-006-0001: Intersection Design, as follows:

A. Intersections concerned with an arterial or collector shall be joined to provide a minimum length of tangent (at right angles to the adjoining street and measured from the curb return of the adjoining street) as follows:

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

arterial – one hundred (100) feet, major collector – seventy-five (75) feet, minor collector – fifty (50) feet, and local – fifty (50) feet. The only exception to this is when a local street intersects a minor collector.

B. Intersections not involving arterial and major collector streets shall have a minimum intersecting angle of seventy-five (75) degrees. Where two (2) residential local streets intersect, the minimum angle shall be sixty (60) degrees.

C. Through vehicle and bicycle lanes shall align through intersections involving Arterials and Major Collectors. Intersections involving Minor Collectors and Locals should align but may have offsets up to four (4) feet across the width of the intersection.

CD. Curb return radii shall be as shown in Table 13-10-~~011~~**002**-01.

DE. Distances between centerlines of adjacent intersections shall be a minimum of one hundred thirty-five (135) feet, regardless of the direction of the intersecting streets.

EF. Traffic control device locations shall be shown on the construction plans. Materials and workmanship shall be approved by the City Engineer and shall be in conformance with the guidelines of the Federal Highway Administration and the ~~Manual on Uniform Traffic Control Devices (M.U.T.C.D.)~~ current edition **of the MUTCD**. All traffic controls shall be installed by the developer prior to occupancy.

FG. Monuments shall be placed at the intersection of right-of-way centerlines. Refer to Section 13-03-002-0007 for survey monuments.

GH. Additional right-of-way will be required at intersections where turn lanes are required.

HI. Intersection grades shall conform to City of Flagstaff Standard Engineering Details except the maximum grade on all approaches to a signalized intersection or an intersection, which is likely to be signalized in the future, shall be plus or minus ~~three two~~ percent (**32%**) for a distance of three hundred (300) feet from the center of the intersection. **Intersections that are roundabout controlled shall be plus or minus four percent (4%) for a distance of two hundred (200) feet measured along the approach to the entering leg crosswalk. Intersections shall maintain a maximum 2% cross slope in all direction inclusive of the crosswalks.**

IJ. The minimum spacing of driveways to signalized and unsignalized intersections shall be according to Table 13-10-006-01. The minimum spacing shall be greater as needed to avoid the functional area of an intersection or the influence area of another driveway.

The functional area extends both upstream and downstream from the physical intersection area and includes the longitudinal limits of auxiliary lanes. The influence area associated with a driveway includes (1) the impact length (the distance back from a driveway that cars begin to be affected), (2) the perception-reaction distance, and (3) the car length. Additionally, the impact length represents the distance upstream when the brake lights of through vehicles are activated or there is a lane change due to a turning vehicle. Limited access driveways (i.e., right-in and right-out only) and driveways with right turn deceleration lanes may allow a shorter minimum spacing.

For signalized and unsignalized controlled intersections the minimum spacing shall be measured from curb return of the intersecting street to the pavement edge of the driveway. For roundabout controlled intersections minimum spacing shall be measured from the pavement edge of the driveway to the crosswalk.

Table 13-10-006-01

Minimum Spacing of Driveways to Intersections
SIGNALIZED

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-006-01

Minimum Spacing of Driveways to Intersections	
Posted Speed (mph)	Minimum Spacing to Intersection (ft)
< or =30	230
35	275
40	320
45	365
UNSIGNALIZED	
30	115
35	135
40	155
45	180
ROUNDABOUT	
≤ 30	50
35	50
40	75
45	75

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13-10-007: Horizontal Alignment

Section 27. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-007: Horizontal Alignment, Section 13-10-007-0002: Other Design Considerations, to modify 13-10-007-0002.A as follows:

A. Tangents from centerline deflection shall be connected by a curve in accordance with Table 13-10-011-002-01.

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13-10-010: Driveways

Section 28. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-010: Driveways, Section 13-10-010-0001: Driveways, to modify 13-10-010-0001.B(1)(a) as follows:

- a. The City Engineer shall limit the number, location, and design of access points from adjacent developments to arterials and collectors based on operation and safety considerations (**reference NCHRP Report 659, Guide for the Geometric Design of Driveways**). Access to major arterials should be limited to major driveways only, while access to minor arterials and major collectors

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

should be major or combined driveways, and access to minor collectors may be individual but head-out only. The minimum spacing of driveways where practicable shall be in accordance with Table 13-10-010-01

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Section 29. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-010: Driveways, Section 13-10-010-0001: Driveways, to add the following:

K. For all developments which take direct access from a paved City street or alley (including single-family dwellings), the driveways and parking areas required by the zoning code, building codes, fire codes, or other requirements shall at minimum be paved in accordance with Standard Detail 10-09-010. Areas restricted by gates or other approved measures to limit access for emergency use only may be surfaced with alternate materials as approved by the Flagstaff Fire Department and City Engineer. Other portions of commercial or industrial sites may also be required to incorporate additional paved surfaces where excessive track-out onto the public right-of-way would be reasonably expected to occur based on the specific use of the site.

L. All projects incorporating commercial refuse containers shall be designed to allow solid waste collection access in accordance with detail PW-50-001.

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13-10-011: Resource and Slope Design Criteria

Section 30. Amend Title 13 Engineering Design Standards, Chapter 13-10: Streets, Division 13-10-011: Resource and Slope Design Criteria, Section 13-10-011-0001: Resource and Slope Design Criteria, as follows:

A. Tree and shrub resources located in existing or proposed right-of-way or easements granted or to be granted to the City of Flagstaff shall be considered in the civil design. The resources shall be saved and integrated into the design. Prior to the start of construction, resources shall be fenced, as required, so as to protect them during the construction process.

B. Roadway design criteria shall consider existing topography so as to minimize cuts and fills. Except as provided herein respecting maximum slope criteria, roadways shall follow existing topography as best as possible. Slope protection shall be provided pursuant to the City of Flagstaff Stormwater Design Manual (Chapter 10). If retaining walls are warranted, the design shall meet the following criteria:

1. Walls shall blend with the natural features of the setting by the use of native rock or other materials that convey a scale, color, and texture similar to that of traditional rock (split face block and scored and textured concrete are examples).
2. Limit the height of a retaining wall to five (5) feet or less when feasible.
3. Where greater heights are necessary, use a series of terraced or stepped walls with the width of the terrace no less than three (3) feet.

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Table 13-10-011-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Max. Through Lanes	4	4	4	2	2	2	2
Maximum Average Daily Traffic						1,000	500
On-Street Parking	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Bicycle Provision	4.5'	4.5'	4.5'	4.5'	In travel lane	In travel lane	In travel lane
Total A.C. Width	68'	68'	**68'/64'	42'	24'	33'	29'
Width (B.C. to B.C.)	72'	72'	**72'/68'	46'	28'	37'	33'
Minimum R.O.W. (See Note No. 2)	98'	98'	**96'/92'	70'	52'	61'	57'
Through Lane Width	12'	12'	12'>=40 mph 11'<40 mph	11'	12'	NA	NA
Auxiliary Lane Widths	11'	11'	11'	11'	NA	NA	NA
Edge Treatments	Vertical C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G ***
Min. Sidewalks (See Note No. 3)	6'	6'	5'	5'	5'	5'	5'

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-01

~~Functional Classification/Design Criteria~~

URBAN							
Functional Classification(*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Min. Parkway (See Note No. 8)	5'	5'	5'	5'	5'	5'	5'
Parking Lane	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Minimum Median Width (See Note No. 7)	15'	15'	15'	NA	NA	NA	NA
Max. A.C. Width @ Signal w/o Median	68'	68'	68'	68'	NA	NA	NA
Max. A.C. Width at Nonsignalized Inters. w/o Median	48'	48'	48'	48'	NA	NA	NA
Corner Cut-Off (See Note No. 4)	25'	25'	20'	15'	15'	15'	15'
Curb Ret. Radius	30'	30'	25' **	20' **	20'	15'	15'
Design Speed	45 MPH	40 MPH	35-40 MPH	30 MPH	25 MPH	20 MPH	20 MPH
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None	None	None
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	181'	100'	100'

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-01

Functional Classification/Design Criteria

URBAN							
Functional Classification(*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Commercial Local	Residential Local "Wide"	Residential Local
Maximum Grade	6%	6%	6%/7%	8%	10%	10%	10%
Property Access (See Note No. 6)	Major D/W Only	Major D/W Only	Major or Combined D/W Only	Individual D/W Head Out	Individual D/W Head Out	Individual D/W Back Out	Individual D/W Back Out

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

2. For all truck routes, there must be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

*** Rolled curb is permitted on streets in townhome and planned options where lot widths are less than or equal to forty (40) feet. This is limited to those streets within the development that front the houses.

Table 13-10-011-01 (Continued)

Functional Classification/Design Criteria

URBAN					
COMMERCIAL CENTER STREETS					
Functional Classification (*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Max. Through Lanes	4	4	4	2	2
On Street Parking	6'	6'	6'	6'	6'
Bicycle Provision	5'	5'	5'	5'	In travel lane
Total A.C. Width	81'	81'	81'/77'	55'	36'

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Table 13-10-011-01 (Continued)

Functional Classification/Design Criteria

URBAN					
COMMERCIAL CENTER STREETS					
Functional Classification (*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Width (B.C. to B.C.)	85'	85'	85'/81'	59'	40'
Minimum R.O.W. (See Note No. 2)	117'	113'	113'/109'	87'	68'
Through Lane Width (**)	12'	12'	12' > / = 40mph 11' < 40mph	11'	12'
Auxiliary Lane Widths	11'	11'	11'	11'	11'
Edge Treatment	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G	Vert. C/G
Min. Sidewalks	10'	10'	10'	10'	10'
Furnishing Strip	5'	3'	3'	3'	3'
Offset	4'	4'	4'	4'	4'
Parking Lane	6'	6'	6'	6'	6'
Minimum Median Width (See Note No. 7)	15' = 11' lane + 4' median	15'	15'	NA	NA
Max. Number of Lanes at a Signal w/o Median	6	6	6	6	NA
Max. Number of Lanes at a Nonsignalized Intersection w/o Median	4	4	4	4	NA

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Table 13-10-011-01 (Continued)

Functional Classification/Design Criteria

URBAN					
COMMERCIAL CENTER STREETS					
Functional Classification (*)	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Corner Cut-Off (See Note No. 4)	25'	25'	25'	15'	15'
Curb Ret. Radius	30'	30'	20' **	20' **	25'
Design Speed	45 MPH	40 MPH	35-40 MPH	30 MPH	25 MPH
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	181'
Maximum Grade	6%	6%	6%/7%	8%	10%
Property Access	Major DAW Only	Major DAW Only	Major or Combined DAW Only	Individual DAW Head Out	Individual DAW Back Out

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

2. For all truck routes, there must be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-01 (Continued)

Functional Classification/Design Criteria

RURAL						
Functional Classification (*)	Major Arterial (See Note No. 3)	Minor Arterial (See Note No. 3)	Major Collector (See Note No. 1)	Minor Collector (See Note No. 1)	Local	Local Narrow
Max. Through Lanes	2	2	2	2	2	2
On-Street Parking	Not allowed	Not allowed	Not allowed	Not allowed	Not striped	Not striped
Bicycle Provision	4'	4'	4'	4'	In travel lane	In travel lane
Total A.C. Width	32'	32'	32'	30'	26'	20'
Minimum R.O.W. (See Note No. 2)	60'	60'	60'	60'	50'	44'
Through Lane Width (**)	12'	12'	12'	12'	13'	10'
Edge Treatment	6 Foot Compacted Shoulders and Drainage Swales/Curb and Gutter Is Optional (See Note No. 9)					
Sidewalks	No Sidewalks or Parkway Section					
Parking Lane	Not allowed	Not allowed	Not allowed	Not allowed	N/A	N/A
Corner Cut-Off	30'	30'	20'	20'	20'	20'
Fillet Radius	30'	30'	20' **	20' **	20'	20'
Design Speed	45 MPH	40 MPH	35-40 MPH	30 MPH	20 MPH	20 MPH
Superelevation (See Note No. 5)	4% Max.	4% Max.	4% Max.	None	None	None

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Table 13-10-011-01 (Continued)

Functional Classification/Design Criteria

RURAL						
Functional Classification (*)	Major Arterial (See Note No. 3)	Minor Arterial (See Note No. 3)	Major Collector (See Note No. 1)	Minor Collector (See Note No. 1)	Local	Local Narrow
Min. Curve Radius (See Note No. 5)	900'	667'	667' (40 mph) 454' (35 mph)	300'	100'	100'
Maximum Grade	6%	6%	7%	8%	10%	10%
Property Access	Major D/W Only	Major or Combined D/W Only	Major or Combined D/W	Individual D/W Head Out	Individual Back Out	Individual Back Out
Min. D/W to Intersection	(See Note No. 10)	(See Note No. 10)	(See Note No. 10)	(See Note No. 10)	10'	10'

* Functional classifications are further defined in Division 13-10-014.

** 1. For travel lanes adjacent to a raised median, increase travel lane width by one (1) foot.

2. For all truck routes, there must be a minimum through lane width of twelve (12) feet and a thirty (30) foot curb return radius at intersections.

NOTES:

1. Rural residential local streets are for local access in lower density residential areas only. They provide a less intrusive design option for streets, which will experience low traffic volumes and no on-street parking. Critical to their successful operation is a site design that eliminates virtually all demand for on-street parking by providing large setbacks, long driveways, and many convenient on-site parking spaces for each dwelling.

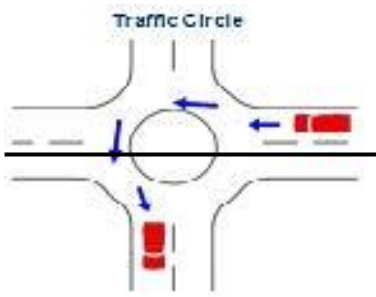
The following minimum development criteria must be met for the rural residential local streets:

Cluster and Single-Family Detached Development — The rural residential local street shall be used where the minimum lot size is twenty-five thousand (25,000) square feet. The rural residential local "narrow" street shall be used where the minimum lot size is one (1) acre.


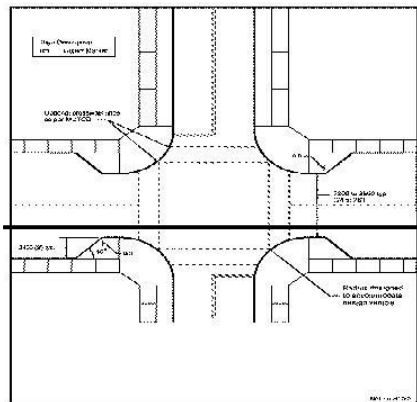
2. Additional right-of-way and/or easements may be required to accommodate turn lanes, traffic signals at intersections, drainage features, et cetera.

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

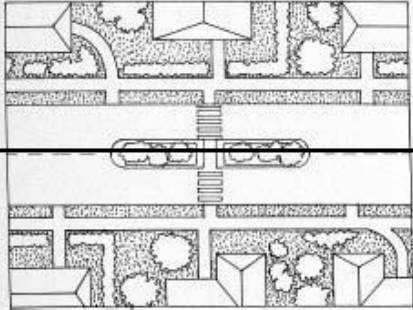
3. ~~Sidewalks wider than five (5) feet may be required if high volumes of pedestrian traffic are expected, or in order to match existing adjacent sidewalks and master development plans.~~
 4. ~~The corner cut-off is normally a straight diagonal right-of-way line. A circular arc of this radius may be used if approved by the City Engineer.~~
- At the intersection of two (2) streets of different classifications, the corner cut-off dimension and the curb return or fillet radius of the higher classification street shall be used.
5. ~~For arterial and major collector streets, the relationship between super-elevation rate, runoff, and curve radius shall be determined from AASHTO tables for e-max equals four percent (4.0%). For local streets, the minimum delta angle (D) must be greater than thirty (30) degrees. Minimum curve radii in the table are based on no super-elevation.~~
 6. ~~Pavement edge tapers shall be designed in accordance with City of Flagstaff Detail No. 10-10-031.~~
 7. ~~Medians shall be required on all arterials and major collectors and as outlined in Table 13-10-011-01, or as required by the City Engineer.~~
 8. ~~Where new sidewalk is required in an existing development, the City Engineer may waive the requirement of a parkway if it is not practical to construct.~~
 9. ~~Where two (2) local residential "narrow" streets do not intersect at a right angle, the radius of curb returns on the acute angles shall be twenty (20) feet.~~
 10. ~~See Section 13-10-006-0001 for location of driveways adjacent to intersections.~~
 11. ~~For design criteria not addressed in this table, refer to AASHTO.~~

<p align="center">Table 13-10-011-02 — New Design and Retrofit of Existing Streets</p> <p align="center">Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
Neighborhood Traffic Circle	Raised circular islands placed in intersections, around which traffic circulates. Typically, min. 14' diameter and includes 2-foot wide mountable truck apron and landscaping		<p>a. Effective moderating speed</p> <p>b. Improves safety</p> <p>c. Located at intersections, the ability to calm two streets</p>	<p>a. Difficult for large trucks to circumnavigate</p> <p>b. Designed such that the travel lane does not encroach upon crosswalks</p>

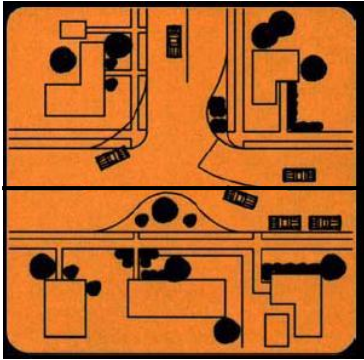
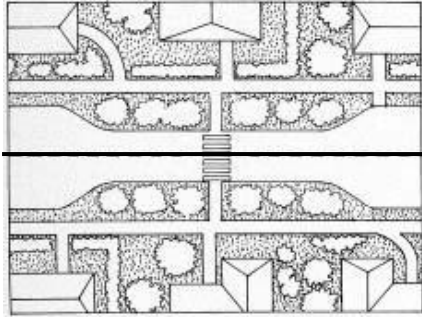
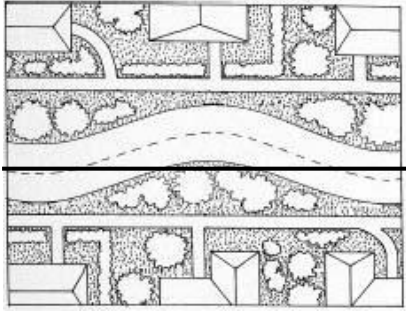
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>Table 13-10-011-02 — New Design and Retrofit of Existing Streets</p> <p>Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
			<p>d. Fixes grid that is adjacent</p> <p>e. Aesthetic landscape opportunity</p>	<p>c. May eliminate on-street parking</p> <p>d. Maintenance</p> <p>e. Larger trucks may have to violate lane to navigate</p>
<p>Roundabout</p> <p>a. Local to collector</p> <p>b. Local to arterial</p> <p>c. Permitted under special circumstances</p>	<p>Larger than traffic circles and typically extends a minimum of 28' from center with 2' truck apron. The inscribed diameter should be 88' and 200'. Circulating roadway has a width of 14' to 19'.</p>		<p>a. Moderates traffic speeds on arterials</p> <p>b. Enhanced safety as compared to signalization</p> <p>c. Less operating expenses as compared to signalization</p>	<p>a. May be difficult to navigate with large trucks</p> <p>b. Designed such that the travel lanes do not encroach into crosswalks</p> <p>c. Eliminates some on-street parking</p>
<p>Curb Extension</p> <p>a. Swells</p> <p>b. Elephant ears</p> <p>c. Located at intersections only</p>	<p>Comprises an angled narrowing of the roadway and widening of the sidewalk</p>		<p>a. Improves pedestrian circulation and space</p> <p>b. Through and left-turn movements are easily negotiable by large vehicles</p> <p>c. Creates protected on-street parking bays</p>	<p>a. Effectiveness is limited by the absence of vertical or horizontal deflection</p> <p>b. May require the elimination of some on-street parking near the intersection</p> <p>c. May require slow right-turning</p>

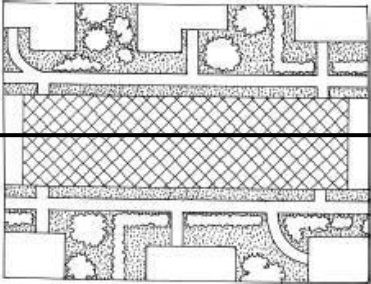
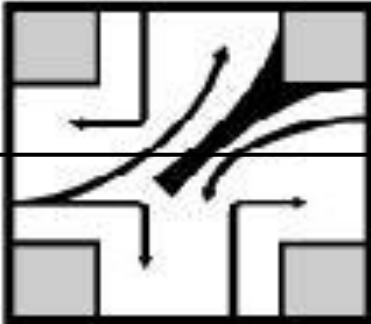
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>Table 13-10-011-02 — New Design and Retrofit of Existing Streets</p> <p>Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
			<p>d. Reduces speeds, especially for right-turning vehicles</p>	<p>emergency vehicles</p> <p>d. May require bicyclists to briefly merge with vehicular traffic</p> <p>e. May create pedestrian conflict</p>
Center Island Narrowing	A raised island located along the centerline of a street that narrows the travel lanes at that location. A min. of 6' x 20' and landscaped with pedestrian cut-through		<p>a. Increases pedestrian safety</p> <p>b. Reduces traffic volume</p>	<p>a. Speed reduction effect is limited by absence of any vertical and horizontal deflection</p> <p>b. Eliminates some on-street parking</p> <p>c. 300' to 500' spacing between center islands for smooth speeds</p>

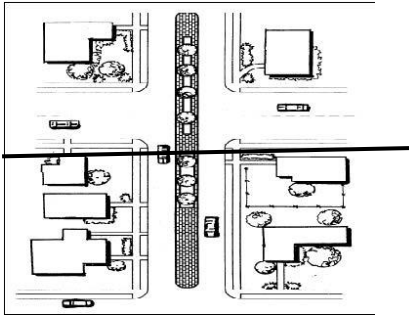
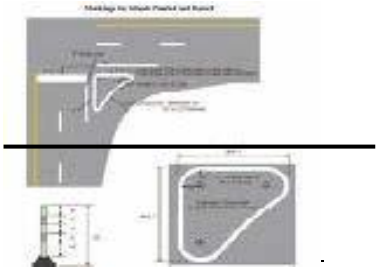
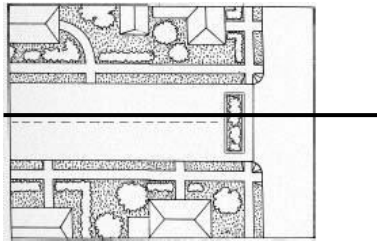
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>Table 13-10-011-02 — New Design and Retrofit of Existing Streets</p> <p>Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
Realigned Intersection	Changes in alignment that convert T-intersections with straight approaches into curving streets that meet at right angles		<p>a. Effective at reducing speeds and improving safety at T-intersections that have been ignored by motorists</p> <p>b. Eliminates unnecessary pavement</p>	<p>a. Curb realignment could be costly</p> <p>b. May require additional right-of-way</p>
Choker	Midblock curb extensions that narrow the street by expanding the sidewalk or adding a planting strip and often are installed at midblock crossings		<p>a. Easily negotiated by large vehicles</p> <p>b. Reduces speed and volume</p>	<p>a. Effect upon speed is limited by the presence of vertical and horizontal deflection</p> <p>b. Bicycles briefly merge with traffic</p> <p>c. Eliminates some on-street parking</p>
Chicane	Literal shifts that alternate on both sides of the street creating a S-shaped path of travel		<p>a. Reduces speed through horizontal deflection</p> <p>b. Larger vehicles can easily negotiate</p>	<p>a. Designed to prevent drivers from varying from lane</p> <p>b. Curb alignment and landscaping could be costly</p> <p>c. Drainage a consideration</p>

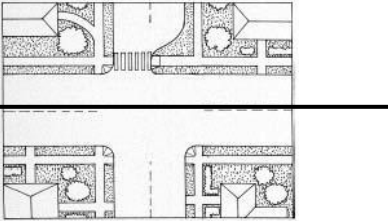
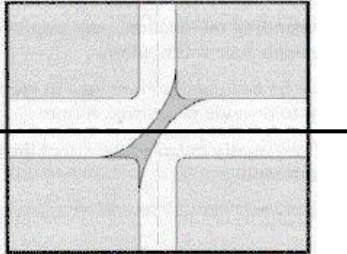
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>Table 13-10-011-02 — New Design and Retrofit of Existing Streets</p> <p>Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
				<p>d. May eliminate some on-street parking</p> <p>e. Snow plowing may be difficult to maneuver</p>
Textured Pavement	A surface material on the roadway (such as stamped asphalt or concrete) which is installed to produce small, constant changes in vertical alignment		<p>a. Reduces speed over an extended length</p> <p>b. Located at intersection, can reduce speeds on two streets</p>	<p>a. Generally expensive due to material</p> <p>b. Cross-walk application may cause difficulties for those with disabilities and cyclists to traverse</p> <p>c. Less effective</p>
Truncated Diagonal Diverter	A diagonal diverter with one end open to allow for additional turning movements		<p>a. Discourages commuter traffic by forcing turns</p>	<p>a. Reduces local access</p> <p>b. Displaces traffic to other streets</p> <p>c. Costs</p>
One-Way, Two-Way	Curb bulge or center island narrows 2-lane, forcing traffic for each direction to take turns		<p>a. Limited, rarely used</p>	<p>a. Limited, rarely used</p>

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>Table 13-10-011-02 — New Design and Retrofit of Existing Streets</p> <p>Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
Median Barriers (Applied at intersections in special circumstances)	Intersection island blocking movement of a through street		a. Improves safety at an intersection of a local street and a major street by prohibiting dangerous turning movements b. Reduces traffic volumes on a cut-through route that intersects a major street	a. Requires available street width on the major street b. Limits turns to and from the side street for local residents and emergency services c. Reduces access to driveways on major arterials
Pavement Markings Note: Applies only to retrofit of existing streets	Painted striping or channelization to guide traffic		a. Modestly affects speed	a. Extreme unacceptable aesthetic
Full Closures Note: Applies only to retrofit of existing streets	Full closures divert traffic off the street, creating pedestrian and bicycle friendly areas		a. Maintains pedestrian and bicycle access b. Effective in reducing traffic volume	a. Causes circuitous routes for local residents and emergency service vehicles b. May be expensive c. May limit access to businesses

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

<p>Table 13-10-011-02 — New Design and Retrofit of Existing Streets</p> <p>Traffic Calming Design Features for Local Residential Streets</p>				
Design Option	Description	Diagram	Advantages	Disadvantages
				d. May increase volumes in remaining routes
<p>Half Closures Note: Applies only to retrofit of existing streets</p>	<p>Similar to full closures, are barricades located in the street and constructed of landscaped walls, gates, side-bollards, or other obstructions</p>		<p>a. Maintains pedestrian and bicycle access</p> <p>b. Effective in reducing traffic volume</p>	<p>a. Causes circuitous routes for local residents and emergency service vehicles</p> <p>b. May limit access to businesses</p> <p>c. Depending on the design, drivers may be able to circumvent the barrier</p>
<p>Diagonal Diverters Note: Applies only to retrofit of existing streets</p>	<p>A barrier placed diagonally across an intersection disconnecting the legs of the intersection</p>		<p>a. Does not require a closure per se, only a redirection of existing streets</p> <p>b. Able to maintain full pedestrian and bicycle access</p> <p>c. Reduces traffic volumes</p>	<p>a. Cause circuitous routes for local residents and emergency service vehicles</p> <p>b. May be expensive</p> <p>c. May require reconstruction of corner curbs</p>

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

13-12-003: Lighting Layout Requirements

Section 31. Amend Title 13 Engineering Design Standards, Chapter 13-12: Street Lighting, Division 13-12-003: Lighting Layout Requirements, Section 13-12-003-0003: Spacing of Streetlights, as follows:

In addition to intersection locations, streetlights shall be spaced along streets in accordance with the following table:

Table 13-12-003-01

Streetlight Spacing

FUNCTIONAL CLASSIFICATION	NO. LANES AT BUILDOUT	LAND USE AT BUILDOUT	TYPE	IESNA DISTRIBUTION	OUTPUT (LUMENS) NOTE 4	SPACING (FEET)	SINGLE- OR DOUBLE-SIDED
MAJOR ARTERIAL	2/3	RURAL	NBA	2	6000	250	SINGLE
	2/3	SUBURBAN/URBAN	NBA	2	6000	200	DOUBLE
	4/5	RURAL	NBA	2	6000	250	DOUBLE
	4/5	SUBURBAN/URBAN	NBA	2	6000	200	DOUBLE
MINOR ARTERIAL	2/3	RURAL	NBA	2	6000	250	SINGLE
	2/3	SUBURBAN/URBAN	NBA	2	6000	200	SINGLE
	4/5	RURAL	NBA	2	6000	250	DOUBLE
	4/5	SUBURBAN/URBAN	NBA	2	6000	200	DOUBLE
MAJOR COLLECTOR	2/3	RURAL	NBA	2	6000	250	SINGLE
	2/3	SUBURBAN/URBAN	NBA	2	6000	200	SINGLE
	4/5	RURAL	NBA	2	6000	250	DOUBLE
	4/5	SUBURBAN/URBAN	NBA	2	6000	200	DOUBLE
MINOR COLLECTOR	2	RURAL/SUBURBAN	NBA	2	2000	250	SINGLE
	2	URBAN	NBA	2	4000	250	SINGLE
	3	SUBURBAN/URBAN	NBA	2	4000	250	SINGLE
LOCAL (ALL) ¹	2	URBAN	NBA	4 2	2000	300	SINGLE
LOCAL CUL-DE-SAC	2	URBAN	NBA	3	2000	N/A	SINGLE

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13-12-005: Street Light Equipment

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

Section 32. Amend Title 13 Engineering Design Standards, Chapter 13-12: Street Lighting, Division 13-12-005: Street Light Equipment, Section 13-12-005-0001: Luminaire, to modify Table 13-12-005-01 as follows:

Table 13-12-005-01
Luminaire Weight and EPA Criteria

Luminaire Output (Maintained)	Maximum Weight Including Ballast, Slip-Fitter, Lamp and Photo Cell (Pounds)	Maximum EPA (Square Feet)
2000 Lumens	30	1.4 1.5
4000 Lumens	35	1.6 1.5
6000 Lumens	50	2.0 1.5
9000 Lumens	50	2.0 1.5

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Section 33. Amend Title 13 Engineering Design Standards, Chapter 13-12: Street Lighting, Division 13-12-005: Street Light Equipment, Section 13-12-005-0002: Streetlight Support Structures, as follows:

Streetlight support structures consist of the base, pole, and mast arms. The standards of construction for streetlight equipment shall follow those of this chapter and those found on City of Flagstaff Standard Detail No. 12-05-010 pages one (1) through three (3). The streetlight pole, mast arm, and luminaire assembly shall be in accordance with AASHTO “Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals” (~~6th edition, with 2015 Interim Revisions~~**2001 Design Criteria**), to withstand a wind speed of ninety (90) miles per hour.

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13-14: Bicycle Facilities

Section 34. Amend Title 13 Engineering Design Standards, Chapter 13-14: Bicycle Facilities, as follows:

CHAPTER 13-14:

~~BICYCLE FACILITIES~~ **FUTS TRAILS, PEDESTRIAN AND BICYCLE FACILITIES**

Divisions:

13-14-001 **Pedestrian and** Bicycle Facilities

13-14-002 Flagstaff Urban Trails System (FUTS)

Division 13-14-001

Pedestrian and Bicycle Facilities

Sections:

13-14-001-0001 **Design Standards** ~~Bicycle Facilities~~

2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

13-14-001-0001 ~~Design Standards Bicycle Facilities~~

Bicycle facilities ~~and multi-use trails~~ shall be designed in accordance with ~~the City of Flagstaff and Coconino County's "Pedestrian and Bicycle Design Guide."~~ **the most current AASHTO "Guide for the Development of Bicycle Facilities."**

Division 13-14-002

Flagstaff Urban Trails System (FUTS)

Sections:

13-14-002-0001 Design Standards

13-14-002-0002 Trail Dimensions

13-14-002-0003 Structural Requirements

13-14-002-0004 Expansion and Control Joints

13-14-002-0005 Shoulders

13-14-002-0006 Street/Sidewalk Transitions

13-14-002-0007 FUTS Fencing

13-14-002-0008 Pedestrian and Bicycle Tunnels and Underpasses

13-14-002-0001 Design Standards

FUTS trails shall be designed in accordance with the most current AASHTO "Guide for the Development of Bicycle Facilities".

13-14-002-0002 Trail Dimensions

- A. Trail width. The minimum treadway width for a standard FUTS trail is 10 feet.
- B. Shoulders. 2-foot shoulders are required along both sides of all FUTS trails for the entire length of the trail
- C. Parkway. Where FUTS trails are adjacent to streets, a minimum parkway of 5 feet in width is required between the back-of-curb or street edge and the trail treadway. The trail shoulder may be located within the 5-foot parkway.
- D. Horizontal clearance. A minimum of 3 feet is required between the trail treadway and any vertical features or obstructions.
- E. Vertical clearance. Minimum vertical clearance from the trail surface is 10 feet across the width of the trail treadway.

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F. Grades. Running grades shall not exceed 8 percent without written approval from the City Engineer and upon documented evidence that flatter grades are not feasible or desirable in the present circumstance. When FUTS trails are aligned along public streets and replace the public sidewalk, the grade of the trail can match the grade of the adjacent street, even when the grade exceeds 8 percent.

G. Cross slope. The cross slope of the trail treadway and shoulder is 1 percent minimum and 2 percent maximum.

H. Design speeds. The design speed for a paved FUTS trail is 20 mph, and the design speed for an aggregate FUTS trail is 15 mph.

I. Horizontal curves. Minimum inside radii for horizontal curves are provided in the current AASHTO “Guide for the Development of Bicycle Facilities.”

J. Vertical curves. Vertical curves are required where there is a difference in grade of more than 1 percent between 2 adjacent segments of trail at crests, sags, and grade breaks. The minimum length for vertical curves is provided in the current AASHTO “Guide for the Development of Bicycle Facilities.”

13-14-002-0003 Structural Requirements

A. Paved trails

- 1. PCC (Portland Concrete Cement) is the only allowable material for a new paved FUTS trail.**
- 2. Where a FUTS trail is constructed adjacent to a public street in lieu of the public sidewalk, the trail shall be constructed of PCC.**
- 3. Trail sections with grades of 10 percent or greater for more than 50 feet shall be constructed of PCC.**
- 4. The minimum structural section for a paved trail is 6 inches of PCC on 3 inches of ABC (Aggregate Base Course).**
- 5. Aggregate base course shall be compacted to 95 percent per MAG Section 301.3.**
- 6. Trail subgrade shall be scarified to a minimum depth of 8 inches and compacted to 95 percent per MAG Section 301.3.**
- 7. The base course and trail subgrade shall extend a minimum of 1 foot beyond the edge of the trail treadway.**
- 8. Where a trail segment across a commercial driveway is constructed of PCC, the concrete shall be 9 inches thick. A trail segment across a commercial driveway shall be constructed of PCC if**
 - a. The trail is adjacent to the edge of the driveway pan,**
 - b. The driveway is constructed of PCC, or**
 - c. The trail is paved and the driveway is unpaved.**

B. Aggregate trails

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1. The minimum structural section for aggregate trails shall be 4 inches of aggregate surface course material over 6 inches of dirty cinders.
2. Aggregate surface course material shall have a plasticity index of 5-12, and the gradation shall be as follows:

Sieve size (square openings)	Percent by weight passing sieve
1/4"	100
No. 4	90 - 100
No. 8	65 - 95
No.10	60 - 80
No. 16	45 - 75
No. 30	35 - 60
No. 40	30 - 40
No. 50	25 - 40
No. 100	20 - 30
No. 200	12 - 23

3. Aggregate surface course shall be compacted to 95 percent.
4. Dirty cinders for the base course shall be compacted to 95 percent per MAG Section 301.3.
5. Dirty cinders shall comply with MAG Section 702 and City of Flagstaff Modification 13-21-001-0702.2.2, except that the Los Angeles Abrasion requirement is waived.
6. The base course and trail subgrade shall extend a minimum of 1 foot beyond the edge of the trail treadway.
7. Trail subgrade shall be scarified to a minimum depth of 8 inches and compacted to 95 percent per MAG Section 301.3.
8. A nonwoven geotextile fabric is required between the subgrade and the base course when indicated by geotechnical investigation.
9. Should unsuitable material be encountered at subgrade elevation, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.
10. Aggregate surface course material shall be a color compatible with the natural surroundings and acceptable to the City of Flagstaff. White, light grey or other visually incompatible-colored aggregates will not be accepted. Sample shall be provided for approval prior to placement.

13-14-002-0004 Expansion and Contraction Joints

A. Expansion joints.

1. The maximum distance between expansion joints is 50 feet.

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2. Expansion material shall be 1/2-inch thick, preformed, bituminous expansion joint board, ASTM D-1751, MAG Section 729.
3. An expansion joint is required at all cold joints.
4. Expansion joint requires a modified PVC joint seal (e.g. Greenstreak G-Seal or approved equal) be placed over the expansion material. Submit manufacturer's specification cut sheet for prior approval by the City. The joint seal shall have a minimum of two fins on legs that embed into the adjacent concrete, for the purpose of anchoring, creating a water stop, and providing a smooth travel surface. The top surface of the joint seal shall be 1/16-inch minimum to 1/4-inch maximum below the finished surface. Joints shall be installed perpendicular to the trail.
5. Expansion joints require 24-inch-long x 1/2-inch diameter smooth dowels at 28 inches on center, beginning 4 inches in from the outside edges of the trail.

B. Contraction joints.

1. Contraction joints shall be sawcut rather than troweled.
2. Contraction joint spacing shall be equal to the width of the trail, not to exceed 12 feet.
3. The maximum width of a control joint is 1/8-inch. Sawcut depth shall be 1/3 the depth of the concrete thickness.

13-14-002-0005 Shoulders

Trail shoulders shall be graded and have a smooth surface. Rip-rap, rocks, cinders, loose gravel, landscaping, and other materials that could cause bicyclists to lose control, fall, or crash shall not be used on the shoulder. Shoulders shall be seeded along with other disturbed areas.

13-14-002-0006 Street/Sidewalk Transitions

- A. Where a FUTS trail intersects with another FUTS trail, a radius of 10 feet shall be provided. Where a FUTS trail intersects a sidewalk, a radius of 5 feet shall be used.
- B. For aggregate trails, the first 20 linear feet of the trail after an intersection with a sidewalk, paved trail, or road shall be constructed of PCC.
- C. Vehicle crossings of trails shall meet City of Flagstaff driveway standards (include reference).
- D. A sidewalk ramp shall be provided whenever a trail crosses or ends at a street or driveway with a curbed edge. Sidewalk ramps shall meet City of Flagstaff Engineering Standards, except that the width of the ramp pan shall be a minimum of 10 feet or match the width of the trail treadway.

13-14-002-0007 FUTS Fencing

FUTS fencing shall be located in accordance with the most current AASHTO "Guide for the Development of Bicycle Facilities".

13-14-003-0008 Pedestrian and Bicycle Tunnels and Underpasses

- A. The minimum inside width of a tunnel or underpass is determined by its length according to the following table, or by the total width of the trail treadway plus two-foot shoulders on each side, whichever is greater.

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Length	Min. width
Up to 60 feet	16 feet
61 to 120 feet	18 feet
More than 120 feet	20 feet

B. The minimum clearance from the floor of the tunnel or underpass to the ceiling is 10 feet across the entire width of the trail treadway.

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13-15: Work in Public Rights-of-Way and Easements

Section 35. Delete Title 13 Engineering Design Standards, Chapter 13-15: Work in Public Rights-of-Way and Easements:

CHAPTER 13-15 WORK IN PUBLIC RIGHTS-OF-WAY AND EASEMENTS

Divisions:

13-15-001 — Permit Requirements

13-15-002 — Project Clean-Up Requirements

Division 13-15-001

Permit Requirements

Sections:

13-15-001-0001 — Permit Requirements

13-15-001-0001 Permit Requirements 

A. This permit is for the time period indicated. Should the permittee be unable to complete the work in the specified time (adverse weather conditions excepted), the permittee shall make application to the City of Flagstaff for a time extension and pay to the City an amount equal to fifty percent (50%) of the original permit fees.

B. All work permitted shall be done at no expense to the City of Flagstaff, and the permittee shall indemnify, defend, and hold harmless the City of Flagstaff from and against any and all liability or responsibility for any accident, loss, damage to persons or property, or expenses (including reasonable attorney fees and court costs), arising from and/or occurring as a result of any death, bodily injury, personal injury, or property damage of any kind or description that may directly or indirectly relate to or stem from any work or activities under the terms of this permit. In essence, permittee shall assume all said liabilities and/or responsibilities and protect and/or restore all property both public and private damaged as a result of the activities of the permittee, its agents, employees, or contractor. Prior to the issuance of a permit, the permittee shall provide the City of Flagstaff with one (1) copy of a certificate of commercial general liability insurance naming the City as an additional

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~~insured. The minimum limits of coverage shall be those currently required by the City of Flagstaff Risk Management Section. This insurance shall in no way limit the extent or enforcement of the above listed hold harmless agreement.~~

~~C. The permittee shall adhere to all Federal, State, and local laws, ordinances, and regulations.~~

~~D. All permitted work shall be performed in accordance with the requirements of the City Engineer, the Uniform Standard Specifications for Public Works Constructions (MAG Specifications), City of Flagstaff Addendum to MAG, Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure, Uniform Standard Details for Public Works Construction (MAG Details), and the City of Flagstaff Stormwater Design Manual; and the approved plans, construction schedules, and traffic control plans submitted with the application for permit.~~

~~E. Where a proposed underground utility is installed under an asphaltic or Portland cement concrete surfaced roadway, the installation shall be made by boring or jacking beneath the road surface. Pavement cuts are permitted only when:~~

- ~~1. Physical constraints such as bedrock or indeterminable infrastructure prevent boring or jacking.~~
- ~~2. An unsuccessful attempt has been made to bore or jack the installation.~~
- ~~3. Connection to an existing utility located beneath the paved portion of the roadway is necessary.~~
- ~~4. Right-of-way limits do not accommodate a boring operation.~~
- ~~5. Boring will result in an inordinate cost when compared to an open cut (two (2) times the cost as demonstrated by an engineer's estimate or actual construction bid).~~
- ~~6. The surface of the roadway is in a badly deteriorated condition such that a pavement cut will not detract from the integrity of the surface, as determined by the City Engineer.~~

~~F. When trenching is necessary and permanent, pavement patch is not practicable, temporary trench pavement shall consist of UPMTM (Unique Paving Material), HPTM United Metro or approved equal. In lieu of placing UPM, the permittee may elect to completely backfill the trench to within two (2) inches of the finish trench grade with non-shrink slurry backfill conforming to Section [13-09-006-0003](#). The final two (2) inches shall be MAG Class C concrete.~~

~~G. Permittees shall submit to the City for approval:~~

- ~~1. Two (2) copies of the construction plans. The City Engineer may waive this requirement for minor work, in which case the applicant shall submit two (2) copies of a sketch that depicts in suitable detail the proposed work.~~

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- ~~2. For work in public rights-of-way that requires the restriction of traffic or closure of public streets, the permittee shall submit two (2) copies of a traffic control plan conforming to the requirements of the MUTCD. The City Engineer may suspend this requirement for minor work.~~
- ~~H. Streets or alleys shall not be closed without written authorization of the City Engineer.~~
- ~~I. Should blasting be required, an additional permit shall be obtained from the City of Flagstaff Fire Department.~~
- ~~J. The permittee shall notify the City of Flagstaff Engineering Section, (928) 779-7650, on the working day immediately preceding the date work will commence, or recommence after a stoppage.~~
- ~~K. The permittee shall fully conform to the requirements of A.R.S. Section 40-360.21 et seq. (Blue Stake requirements, call 1-800-STAKE-IT).~~
- ~~L. The permittee shall fully conform to the requirements of A.R.S. Section 40-360.21, restrictions for working near or over power lines.~~
- ~~M. The permittee shall be fully responsible for all work performed under this permit, including, but not limited to, workmanship and worksite clean-up as specified in Division 13-15-002.~~
- ~~N. All work permitted herein shall be guaranteed against all defects in material and workmanship for one (1) year from the date it is accepted by the City Engineer.~~
- ~~O. Upon acceptance by the City Engineer, all public roadway drainage, water, and sewer facilities shall become and remain the property of the City of Flagstaff.~~
- ~~P. The permittee may be required to perform special requirements as determined by the City Engineer.~~

Division 13-15-002

Project Clean-Up Requirements

Sections:

~~13-15-002-0001 Project Clean-Up Requirements~~

~~13-15-002-0001 Project Clean-Up Requirements~~

~~A. All contractors working within the City of Flagstaff, both on public property or private property, shall perform their work in such a way as to minimize the dust, dirt, mud, trash and other debris that leaves, by any means, the construction area. This may include necessary watering (the use of City reclaimed wastewater is encouraged and it is required on all major construction activity in accordance with Section 7-03-001-0015, Cross Connection Control), a dust palliative, silt fencing, best management practices, or whatever else that may be necessary to protect private and public property from undue inconvenience or hazards.~~

~~B. Any public or private property that is damaged, soiled, muddied, or otherwise marred shall be restored and returned to its original condition by the contractor, developer or property owner. This~~

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~~work may include repairs to street pavement, removal of mud and debris, street sweeping, watering (the use of City reclaimed wastewater is encouraged), and other work as necessary to restore the public property to its previous condition. The restoration of private property shall include sweeping, debris removal, and other clean-up or repairs needed to restore the private property to its original condition.~~

~~C. When, in the opinion of the City Engineer, Street Superintendent, or Chief Building Official construction activity results in undue inconvenience or hazards to the public, the City Official may give a written order instructing the contractor to do any of the following:~~

- ~~1. Change the work methods causing the damage or hazard within a specified time frame.~~
- ~~2. Perform the necessary clean-up work or repairs to remove the damage or hazard.~~
- ~~3. Cease immediately the construction activity causing the damage or hazard.~~

~~D. The contractor or property owner, if no contractor is on the project, is responsible for any needed clean-up resulting from the construction activity on the property owner's project. This responsibility shall include damage resulting from vehicles or machinery of the subcontractor and materials suppliers.~~

~~E. Should the contractor or property owner not perform the needed repair or clean-up within twenty-four (24) hours of written order, the City may arrange for the needed clean-up or repairs to be performed. The contractor or property owner, as the case may be, shall pay the cost of the clean-up or repairs to the City prior to the acceptance of the public improvements or occupancy of on-site buildings. Any unpaid charges may be collected from any sureties for the project on deposit with the City.~~

~~F. Contractor shall not store material within the rights-of-way of public streets without the written permission of the City Engineer or his authorized representative. When allowed, storage shall be performed to minimize inconvenience and hazard to the public. A traffic control plan shall be submitted by the contractor for review by the City Traffic Engineer. The Traffic Control Plan shall show all devices necessary to conform with MAG Part 400. Under normal conditions, storage of materials will be allowed only on streets closed to public travel.~~

~~G. The City Engineer may direct that the contractor access construction sites by routes causing the least potential inconvenience and damage to public and private property. This direction may include the use of alternate routes for construction vehicles, workers access to the construction site and delivery materials.~~

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13-16-002: Signal Design Elements

Section 36. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-002: Signal Design Elements, Section 13-16-002-0002: Intersection Design Requirements, as follows:

E. Signals ~~shall~~ **should** be designed with an "8-pole" design; that is, two (2) signal poles on each corner of the intersecting streets.

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1. The minimum distance between the two (2) poles shall be ten (10) feet, in accordance with ADA and MUTCD requirements for separation of pedestrian detectors for different phases.
2. Locations of all pedestrian detectors shall comply with MUTCD requirements.
3. Additional pedestrian push button poles ~~shall~~ **may** be used when needed to meet MUTCD spacing and location requirements.

G. Signal cabinets, traffic signal poles, pedestrian push button poles, and street light poles shall be located **outside of so as not to impede pedestrian and bicycle ways, including sidewalks, bikeways and bike lanes, FUTS trails, accessible routes, or curb ramps traffic, so that the full width of these facilities is maintained and not narrowed. Refer to City of Flagstaff Engineering Detail 16-02-010 for pedestrian push button locations.**

H. All poles having a pedestrian push button station shall be located adjacent to a sidewalk or sidewalk ramp, or shall have an access pad installed to meet the requirements of the Americans with Disabilities Act. Reach distance to push button stations shall not exceed ten (10) inches.

HI. Each pole foundation shall be provided with a one-half (1/2) inch PVC drain to allow water to drain from the pole adjusting-nut sump.

IJ. Overhead left turn signal heads shall be **12" - 4 section heads ADOT Type G**, unless protected only phasing, when **12" - 3 section heads Type R** shall be utilized.

JK. Side of pole mounted left or right turn signal heads shall be **12" - 4 section heads ADOT Type G**, each installed on an individual Type V mount. **Shall be mounted as low as possible, adhering to MUTCD visibility and clearance standards and guidance.**

KL. Pole top mounted right or left turn signal heads shall be **12" - 4 section heads ADOT Type G**. These may be mounted on a combination mount with one (1) other signal head.

M. All signal heads shall include a 1" fluorescent yellow prismatic retroreflective border around the entire perimeter of the backplate.

LN. Mast arm mounted signal heads shall be centered over **each** traffic lanes.

MO. Seven (7) conductor IMSA cable shall be run to each left turn signal head. Where left turn signals are not included in the initial construction, a seven (7) conductor IMSA cable shall be run to each far left signal head, and to the signal head at the far outboard end of the mast arm on all approaches. Where future dual left turn lanes are expected, an additional seven (7) conductor IMSA cable shall be run to the second-to-last outboard mast arm tenon. A seven (7) conductor IMSA cable shall also be run to each right turn signal head.

NP. A separate four (4) conductor IMSA cable shall be run to each inboard mast arm signal head, right side-mounted signal head (except for right turn signal heads), each pedestrian signal head, and each pedestrian push button.

OQ. The intersection will be "boxed" with two (2) three (3) inch diameter conduits.

1. One (1) conduit shall contain higher voltage signal and lighting conductors.
2. The second conduit shall contain lower voltage detection, preemption and communications conductors.

PR. All splicing will occur in the No. 7 pull boxes.

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QS. When the intersection lies along the path of a future fiber-optic interconnect route, two (2) additional four (4) inch conduits, each with a No. 8 green THW pull wire, shall be installed along that route throughout the project limits. Interconnect conduit shall be schedule 40 PVC or SDR 11 HDPE, unless otherwise approved by the City Traffic Engineer. Interconnect pull boxes shall not be placed in sidewalk areas when possible, but behind sidewalks or in greenways to minimize tripping hazards.

1. Interconnect pull boxes shall be installed no more than one thousand three hundred twenty (1,320) feet apart and shall be COF No. 9 per City of Flagstaff Engineering Detail 16-03-010.
2. A dedicated interconnect pull box shall be installed adjacent to a traffic signal pull box at intersections, preferably on the same corner as the signal control cabinet.
3. A three (3) inch conduit shall be installed to the traffic signal cabinet from the closest interconnect pull box.
4. Ninety (90) degree elbows are not to be used with the fiber-optic interconnect conduit unless specifically approved by the City Traffic Engineer. Where ninety (90) degree bends are necessary, they are to be made up of a series of forty-five (45) degree or less elbows, with a minimum radius of twenty-four (24) inches.
5. A maximum of three hundred sixty (360) degrees of cumulative bends between pull boxes is allowed, including both horizontal and vertical bends. Install additional No. 9 pull boxes if necessary to meet this requirement.

RT. All trenches in existing pavement shall be slurry backfilled and T-topped.

SU. A minimum of one (1) No. 7 pull box, with extension, shall be installed on each corner of the intersection.

TV. Controller operation shall be NEMA dual ring. Phase 2 shall be used for the main street through movement, either the eastbound or northbound direction.

UW. Flashing mode shall be all red.

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Section 37. Add Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-002: Signal Design Elements, Section 13-16-002-0003: Traffic Signal Pole Design Requirements, to read as follows:

This section describes the general requirements for traffic signal equipment to be installed within, or supplied to, the City of Flagstaff.

A. General Requirements

1. All traffic signals and lighting equipment shall comply with the Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction (current revision) and the Arizona Department of Transportation, Traffic Signals and Lighting, Standard Drawings (current revision), in addition to meeting the requirements of this specification. If there are any differences, City of Flagstaff standard details and specification will supersede Arizona Department of Transportation.

B. Traffic Signal Structure

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1. A traffic signal structure is a complete pole and mast arm assembly attached to a concrete foundation. The traffic signal structure consists at a minimum of

- a. Pole
- b. Signal mast arm
- c. Luminaire mast arm
- d. Foundation anchor bolts
- e. Mast arm connecting hardware
- f. Signal tenons
- g. Vibration device
- h. Top cap hardware
- i. Pole hardware including hand hole covers
- j. Concrete foundation with steel reinforcing (where required)

2. Traffic Signal structures shall be supplied per City of Flagstaff standard detail 16-02-020.

3. Each signal mast arm shall include a dynamic vibration mitigation device. The dynamic vibration device shall meet the following specification:

- a. The dynamic vibration mitigation device shall aesthetically fit behind a 3 section signal head and not accumulate dirt or snow buildup. It shall be an active, non-aerodynamic vibration damper system to effectively mitigate the vertical movement under fatigue loads. The pole manufacturer will be required to submit all the necessary documentation and independent 3rd party testing of the device to prove the device is greater than 85 percent or greater excitation reduction for the entire range of structures in the standard. The device shall be robust to dampening large displacements and small displacements and be self-adapting, not require structure-specific tuning. The mitigation device shall be tested to withstand over 17 million large amplitude cycles with no deterioration of the dampening performance.

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13-16-004: Intersection Design Requirements

Section 38. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-004: Signal Construction, Section 13-16-004-0004: Construction Procedure, Scheduling, and Inspection, to modify 13-16-004-0004.L as follows:

L. Aboveground construction procedure:

- 1. All traffic signal and pedestrian heads will be “bagged” **with TAPCO Signal Head Covers, or approved equal**, as they are installed. ~~Proposed material for signal bagging shall be included with material submittals for approval.~~ Signal or pedestrian heads bagged with unapproved materials shall

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be removed immediately until approved bagging material is available. The bagging material will not be removed until the signal turn-on has begun.

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Section 39. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, and Pavement Markings, Division 13-16-004: Signal Construction, Section 13-16-004-0006: Documentation and Warranties, as follows:

A. Prior to final acceptance, the contractor shall document and provide to the City the following documentation:

1. Construction plans – one (1) copy in digital format (~~-.dwg~~**PDF**).
2. Signal cabinet plans – ~~three (3) printed copies, one (1) mylar copy, and~~ one (1) copy in digital format (~~-.dwg~~**PDF**).
3. As-built plans - ~~three (3) printed copies and one (1) mylar copy~~**one (1) copy in digital format (PDF/A).**
4. Operation and maintenance manuals for all traffic signal equipment and systems shall be provided in ~~printed and~~ digital format (~~-.pdf~~**PDF/A**).

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13-16-005: Traffic Signs

Section 40. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-005: Traffic Signs, Section 13-16-005-0001: Traffic Signs, as follows:

C. Traffic signs shall be located outside of pedestrian and bicycle ways, including sidewalks, bikeways and bike lanes, FUTS trails, accessible routes, and curb ramps.

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13-16-006: Pavement Markings

Section 41. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-006: Pavement Markings, Section 13-16-006-0001: Longitudinal Pavement Markings, to add the following:

C. Design and layout of longitudinal pavement markings shall comply with the MUTCD, the Arizona Supplement to the MUTCD, the ADOT Traffic Safety for School Area Guidelines, and these standards.

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Section 42. Amend Title 13 Engineering Design Standards, Chapter 13-16: Traffic Signals, Signing, Pavement Markings, and Fiber-Optic Conduit, Division 13-16-006: Pavement Markings, Section 13-16-006-0002: Transverse Markings, Symbols, and Legends, to add the following:

D. Design and layout of transverse markings, symbols, and legends shall comply with the MUTCD, the Arizona Supplement to the MUTCD, the ADOT Traffic Safety for School Area Guidelines, and these standards.

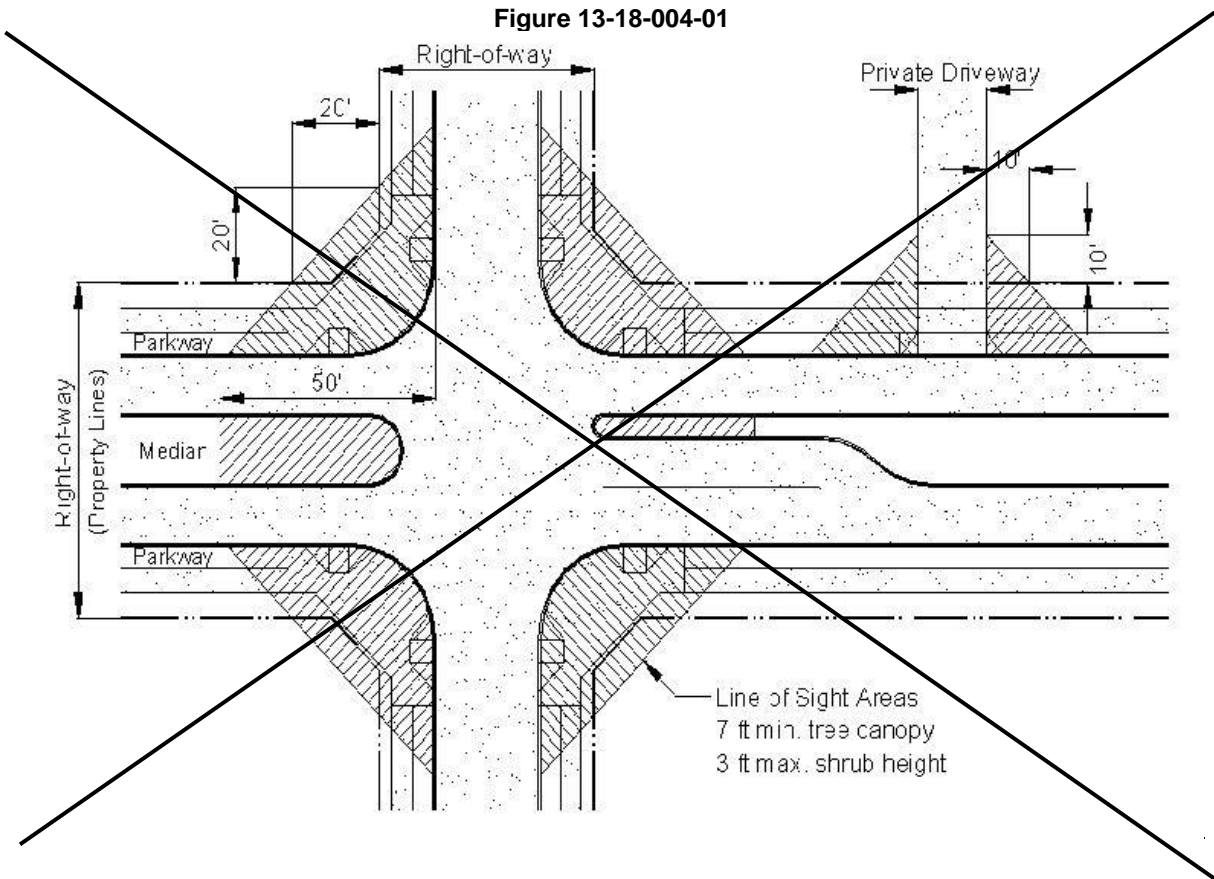
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13-18-004: Installation, Placement, and Planting

Section 43. Amend Title 13 Engineering Design Standards, Chapter 13-18: Landscaping Standards for Right-of-Way, Division 13-18-004: Installation, Placement, and Planting, Section 13-18-004-0001.2: Safety, to modify 13-18-004-0001.2.A as follows:

A. Lines of Sight. At intersections and driveways, landscaping proposed to be located within the **line of sight triangular area on a corner lot formed by measuring twenty (20) feet along both street side property lines from their intersection, or ten (10) feet from the intersection of a property line adjacent and parallel to a public street and a private street or driveway**, shall be selected for and maintained at a maximum **3.5 feet thirty (30) inch** top height. Trees located within or overhanging **these triangular areas** shall have canopies selected for and maintained at **eight seven (78) feet** above street level. **The end fifty (50) feet of m** Medians **at intersections, measured parallel to the directions of traffic**, shall be treated in the same manner. **See diagram below and Section 13-10-006-0002 for Intersection Sight Triangles, Clear View Zones.**

Figure 13-18-004-01



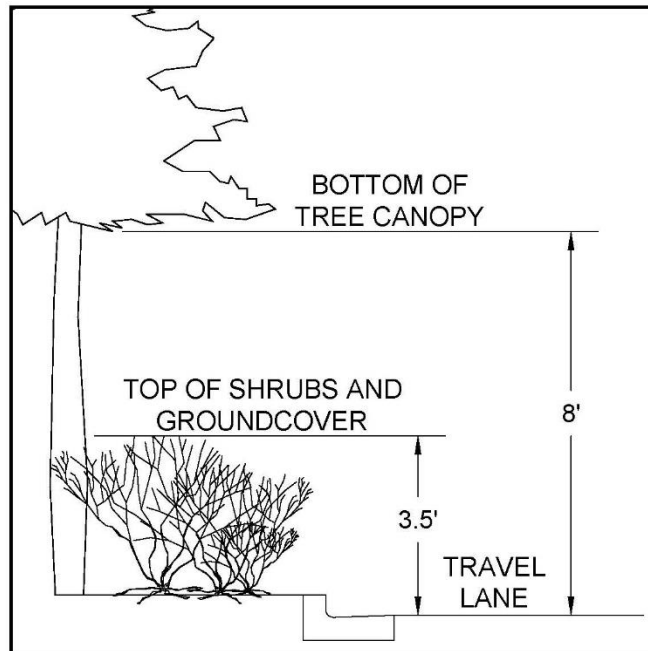
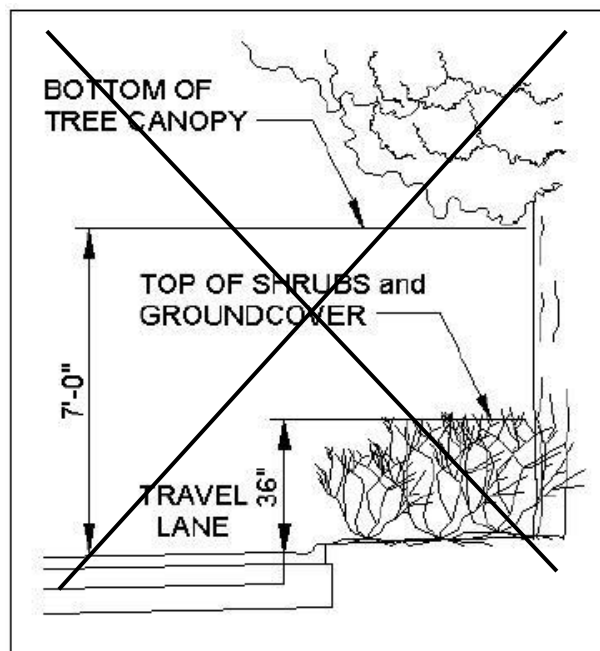


Figure 13-18-004-02



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13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction

Section 44. Add Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG

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Uniform Standard Details for Public Works Construction, Section 13-21-002-0211: MAG Detail No. 211 – Standard Trench Plating Detail, to read as follows:

Revise to include the following note:

7. The use of trench plating shall be prohibited from November 1st to April 1st unless specifically allowed by the City Engineer.

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Section 45. Amend Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction, Section 13-21-002-0250: MAG Detail Nos. 250 and 251 – Driveway Entrances/Return Type Driveways, as follows:

Revise to include the following notes:

The revised depth of concrete for residential driveways shall be 6" minimum.

Class of concrete on all driveways shall be Class A.

The radius on Detail 251 shall be 5 feet or designed to complement the adjoining parkway and sidewalk.

Commercial driveway widths shall be based on operation and safety considerations of the development (reference NCHRP Report 659, Guide for the Geometric Design of Driveways).

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Section 46. Amend Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction, Section 13-21-002-0420: MAG Detail No. 420 – Pre-Cast Concrete Sewer Manhole, as follows:

13-21-002-0420 MAG Detail No. 420-1 – ~~Pre-Cast~~ Concrete **Sanitary** Sewer Manhole

~~Delete the Note "steps not required in 60" M.H."~~

Revise to include the following:

Manholes that have either two or more inlets or inlet/outlet pipes ranging between 12" and 18" in diameter shall be constructed using 60" inside diameter manhole material. Manholes having inlet/outlet pipes 24" to 36" in diameter shall be constructed using 72" inside diameter manhole material. Manholes for pipes greater than 36" in diameter shall be specially designed.

~~Steps shall be installed in 60" manhole in accordance with 48" manhole standard.~~

~~Steps in all m~~Manholes **access point** shall be ~~placed~~**oriented** so that climber faces traffic and ~~the steps are~~**is** on the same side of the manhole ~~that~~ the sewer pipe enters or exits the manhole.

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Section 47. Amend Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction, Section 13-21-002-0421: MAG Detail No. 421 – Offset Manhole for 8" to 30" Pipe, as follows:

13-21-002-0421 MAG Detail No. 421 – Offset Manhole for 8" to 30" Pipe

Remove the Note beginning "1:3 Cement..."

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Section 48. Amend Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction, Section 13-21-002-0422: MAG Detail No. 422 – Sewer Manhole and Cover Frame Adjustment, as follows:

13-21-002-0422 MAG Detail Nos. 422-1 and 422-2 – Sewer Manhole Frame and Cover Frame Adjustment

Remove the notes beginning "1:3 Cement..." and "M.H. step in 48"..."

Revise to include the following notes:

~~Steps shall be installed in 60" manholes in accordance with 48" manhole standard.~~

The manhole base shall be reinforced with #4 rebar 8" on center, placed 4" both ways above subgrade.

All manhole frame and cover adjustments shall be made in accordance with City of Flagstaff Detail 9-03-062.

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Section 49. Amend Title 13 Engineering Design Standards, Chapter 13-21: Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details, Division 13-21-002: Addendum to MAG Uniform Standard Details for Public Works Construction, Section 13-21-002-0424: MAG Detail No. 424 – Sewer Manhole and Cover Frame Adjustment, as follows:

13-21-002-0424 MAG Detail Nos. 424-1, 424-2, and 425 – Manhole Frame and Cover

~~All manhole frames and covers shall be aluminum~~ In certain non-traffic areas, aluminum manhole frames and covers may be required by the City Engineer or Water Services Director.

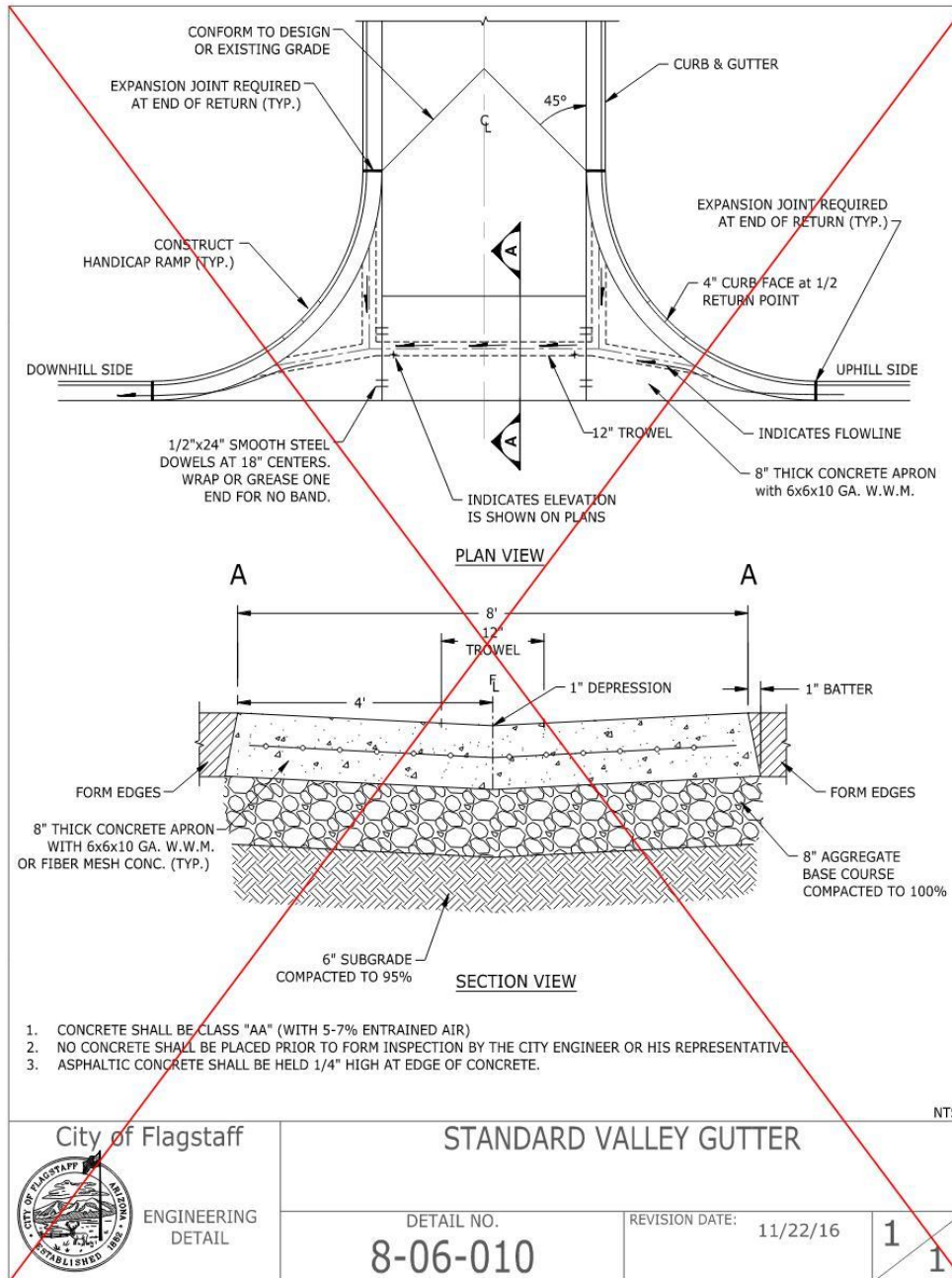
The agency name is not required on manhole covers.

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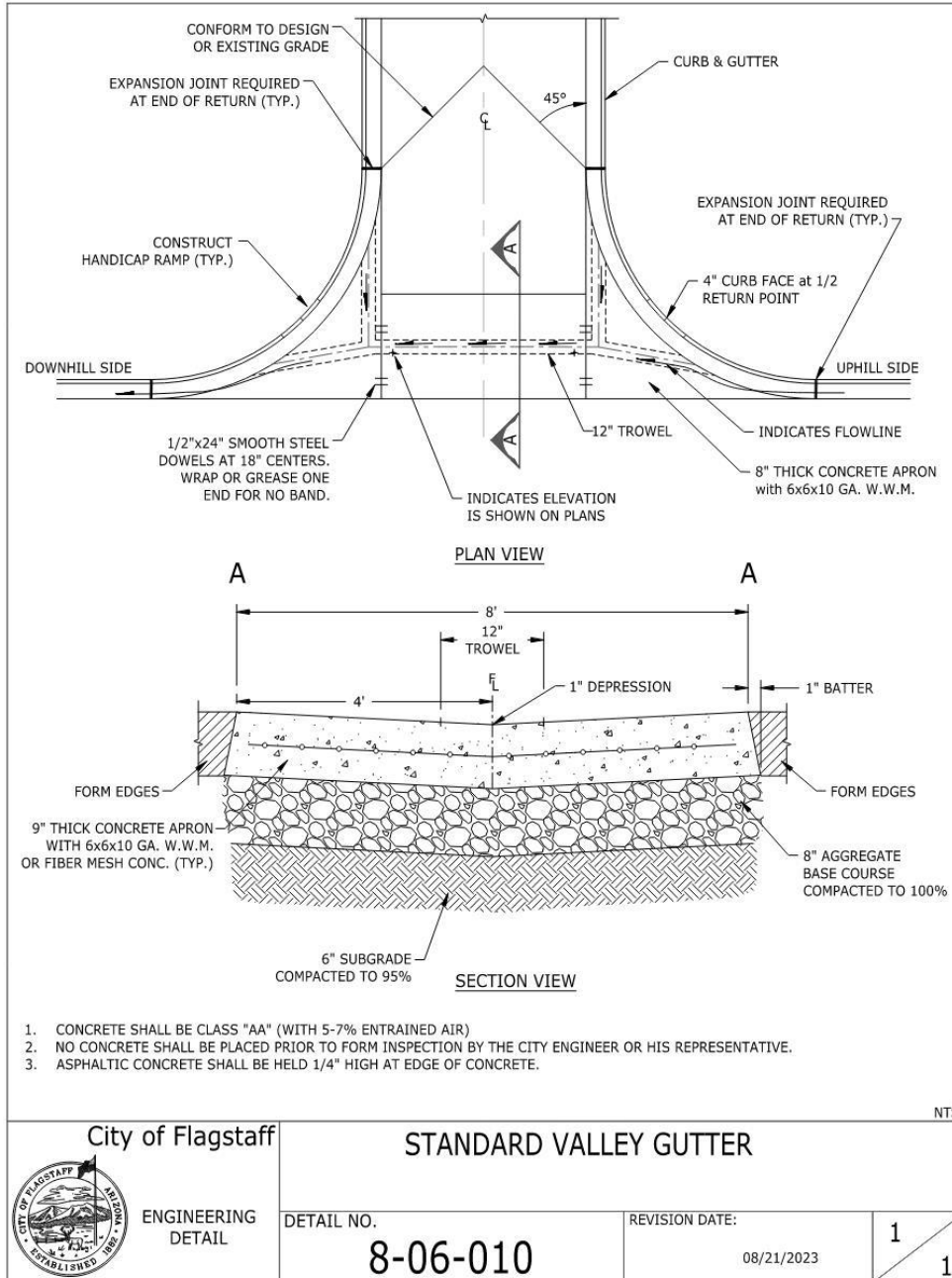
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8-06-010: Standard Valley Gutter

Section 50. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 8-06-010: Standard Valley Gutter, delete existing standard drawing 08-06-010 and replace with standard drawing 08-06-010 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

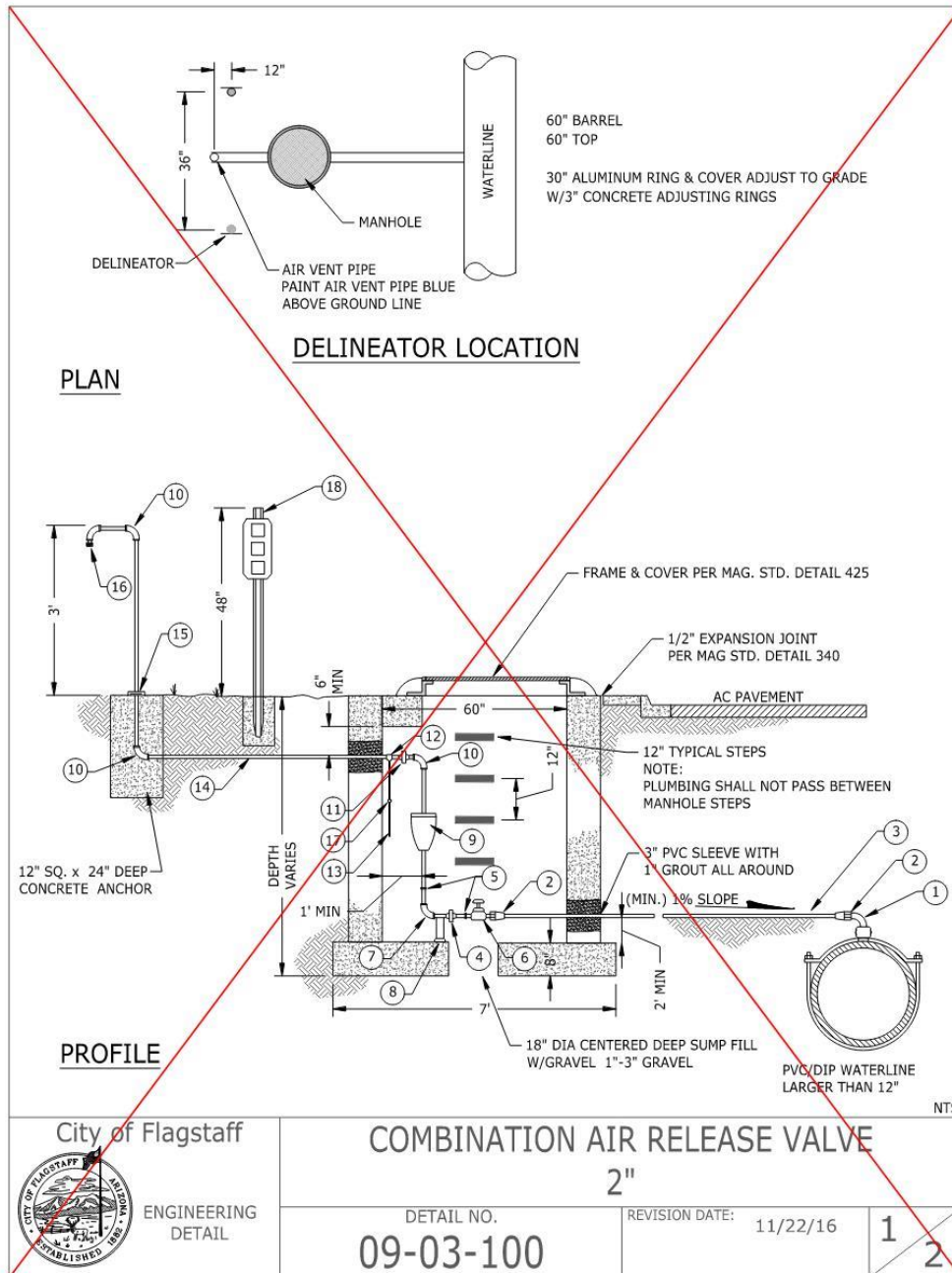


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

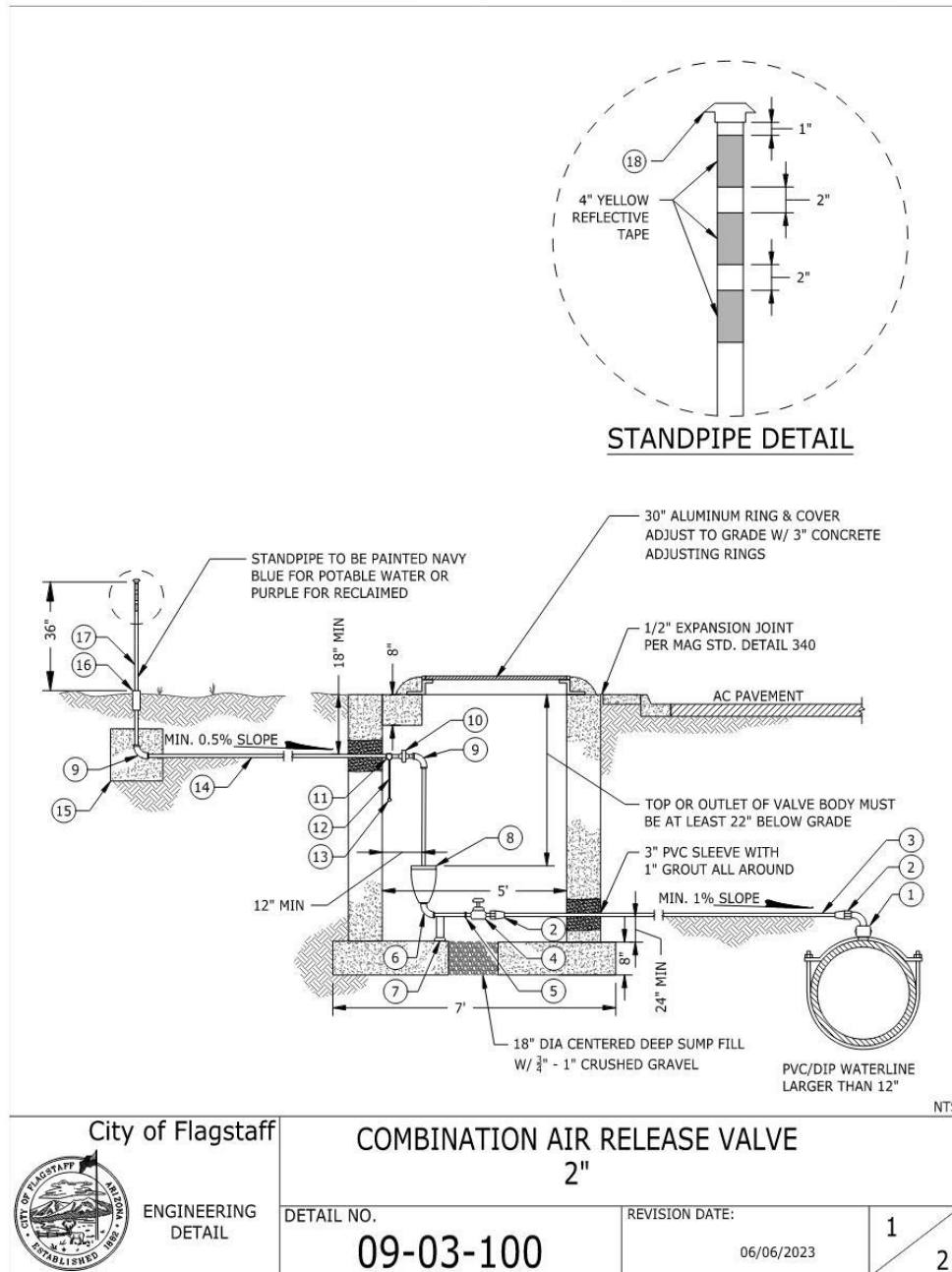
09-03-100: Combination Air Release Valve 2"

Section 51. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-03-100: Combination Air Release Valve 2", delete existing standard drawing 09-03-100 and replace with standard drawing 09-03-100 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure


<p>KEYNOTE:</p> <ol style="list-style-type: none"> ① SWING JOINT ASSEMBLY: SERVICE SADDLE, DOUBLE STRAP: 2" CORP (1) IP x IP 2" 90° BRASS ELLS (2) 2" BRASS NIPPLE, 2 1/2" TO 6" LONG ② 2" IP x SWEAT COPPER ADAPTOR IP THREADS, SWEAT WITH BRAZING ROD AS PER COF STD FOR SWEAT FITTINGS, 110 or QUICK ③ 2" TYPE "L" RIGID COPPER ④ 2" BRASS UNION ⑤ 2" BRASS NIPPLE ⑥ 2" BALL CURB STOP, LOCATE CURB STOP ON IT'S SIDE SO THAT IT IS ACCESSIBLE FROM MH OPENING ⑦ 2" BRASS 90° ELL ⑧ ADJUSTABLE PIPE SUPPORT - - - ELCEN NO. 48, 50 AND 268 FLOOR FLANGE BOLT TO SLAB WITH WEDGE ANCHOR BOLTS ⑨ 2" COMBINATION AIR RELEASE VALVE ⑩ 2" 90° ELL - - - GALVANIZED STEEL STANDARD WEIGHT ⑪ 2" GALVANIZED UNION ⑫ 2" x 1/2" GALVANIZED TEE ⑬ 1/2" GALVANIZED DRAIN TUBE ⑭ 2" SCHEDULE 40 GALVANIZED STEEL PIPE ⑮ 2" AWWA CLASS "B" FLANGES (THREADED) WITH MINIMUM 2 THREADED BOLTS ⑯ 2" AWWA CLASS "B" FLANGES (THREADED) W/NO. 18 STAINLESS STEEL WIRE MESH BETWEEN FLANGES ⑰ 1/2" CHECK VALVE ⑱ STANDARD DELINEATOR PER COF STD DETAIL 10-06-011 SET IN A 12" x 24" BASE <u>FACING ONCOMING TRAFFIC</u> (2 EA) <p>NOTE:</p> <ol style="list-style-type: none"> 1. ALL BELOW GROUND PIPE & FITTINGS SHALL BE WRAPPED W/2 LAYERS (50% LAP EACH) OF 10 MIL PVC TAPE W/PRIMER PER MANUFACTURER'S RECOMMENDATIONS. 2. ALL COPPER FITTINGS OUTSIDE OF MANHOLE TO BE BEDDED IN FINE CINDERS. 			
 <p>City of Flagstaff</p> <p>ENGINEERING DETAIL</p>	<p>COMBINATION AIR RELEASE VALVE</p> <p>2"</p>		
	<p>DETAIL NO.</p> <p>09-03-100</p>	<p>REVISION DATE: 11/22/16</p>	<p>2</p> <p>2</p>



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

KEYNOTE:

- ① SWING JOINT ASSEMBLY:
SERVICE SADDLE PER SECTION 13-09-003-0007.2
2" CORP (1) IP x IP
2" 90° BRASS ELLS (2)
2" BRASS NIPPLE, 2½" TO 6" LONG
- ② 2" MIP x CTS ADAPTOR, MUELLER 110 OR FORD QUICK JOINT
- ③ 2" TYPE "K" RIGID COPPER
- ④ 2" BALL CURB STOP, LOCATE CURB STOP VERTICALLY SO THAT IT IS ACCESSIBLE FROM MH OPENING
- ⑤ 2" BRASS NIPPLE
- ⑥ 2" BRASS 90° STREET ELL (MIP x FIP)
- ⑦ ADJUSTABLE PIPE SUPPORT
- ⑧ 2" CRISPIN OR CLA-VAL COMBINATION AIR RELEASE VALVE
- ⑨ 2" GALVANIZED 90° ELL
- ⑩ 2" GALVANIZED UNION
- ⑪ 2" x 1½" GALVANIZED TEE
- ⑫ 1½" x 6" GALVANIZED NIPPLE
- ⑬ BII 1½" SPRING CHECK VALVE, OR APPROVED EQUAL
- ⑭ 2" SCHEDULE 40 GALVANIZED STEEL PIPE (LENGTH PER DETAIL 09-03-102)
- ⑮ 12" x 12" x 12" CONCRETE BLOCK
- ⑯ 2" FIP x FIP PVC BREAKAWAY COUPLING
- ⑰ 2" x 36" GALVANIZED NIPPLE
- ⑱ NORTHTOWN MUSHROOM CAP OR APPROVED EQUAL

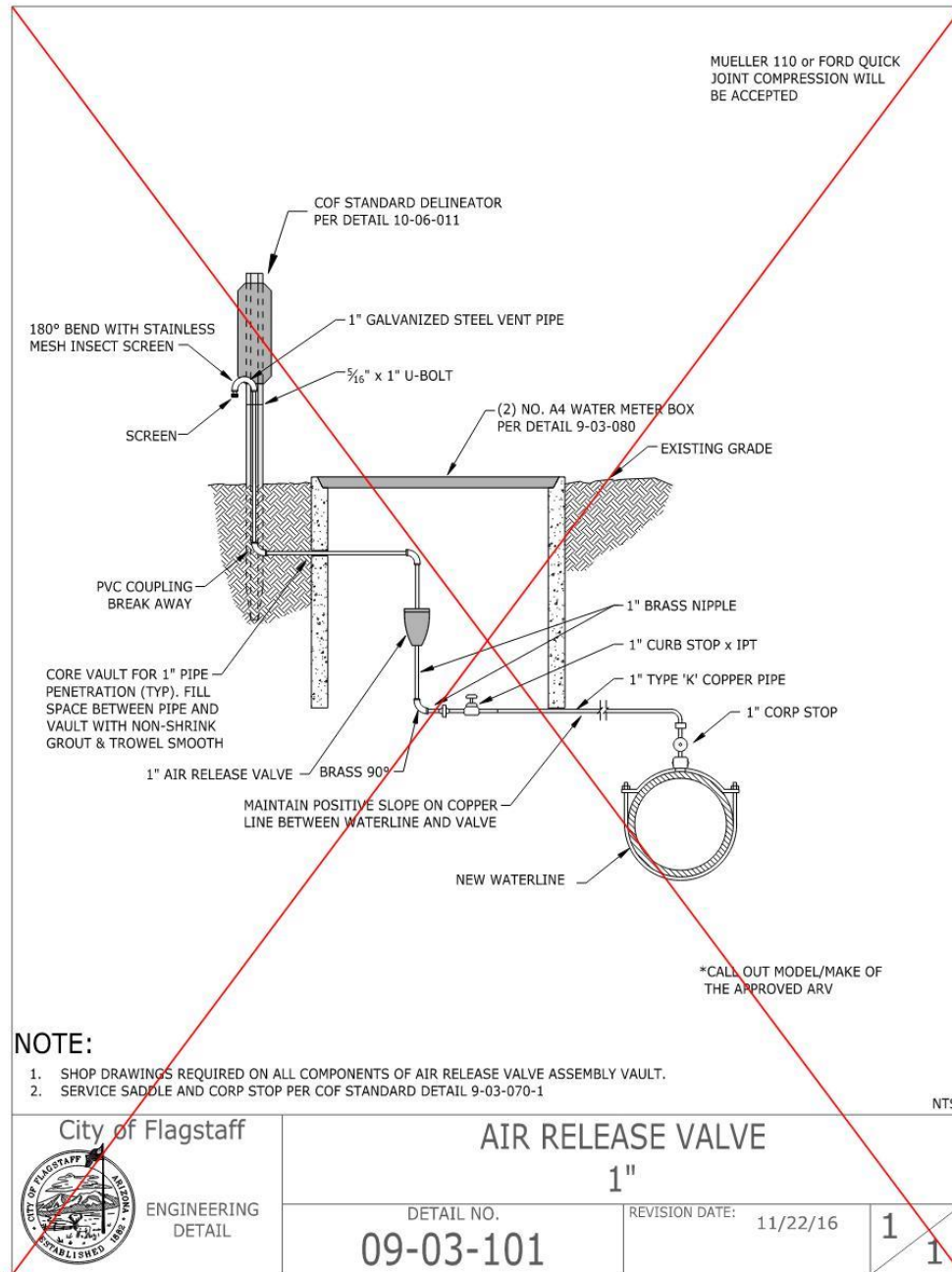
 <p>City of Flagstaff ENGINEERING DETAIL</p>	<p>COMBINATION AIR RELEASE VALVE 2"</p>		
	<p>DETAIL NO. 09-03-100</p>	<p>REVISION DATE: 06/06/2023</p>	<p>2 2</p>

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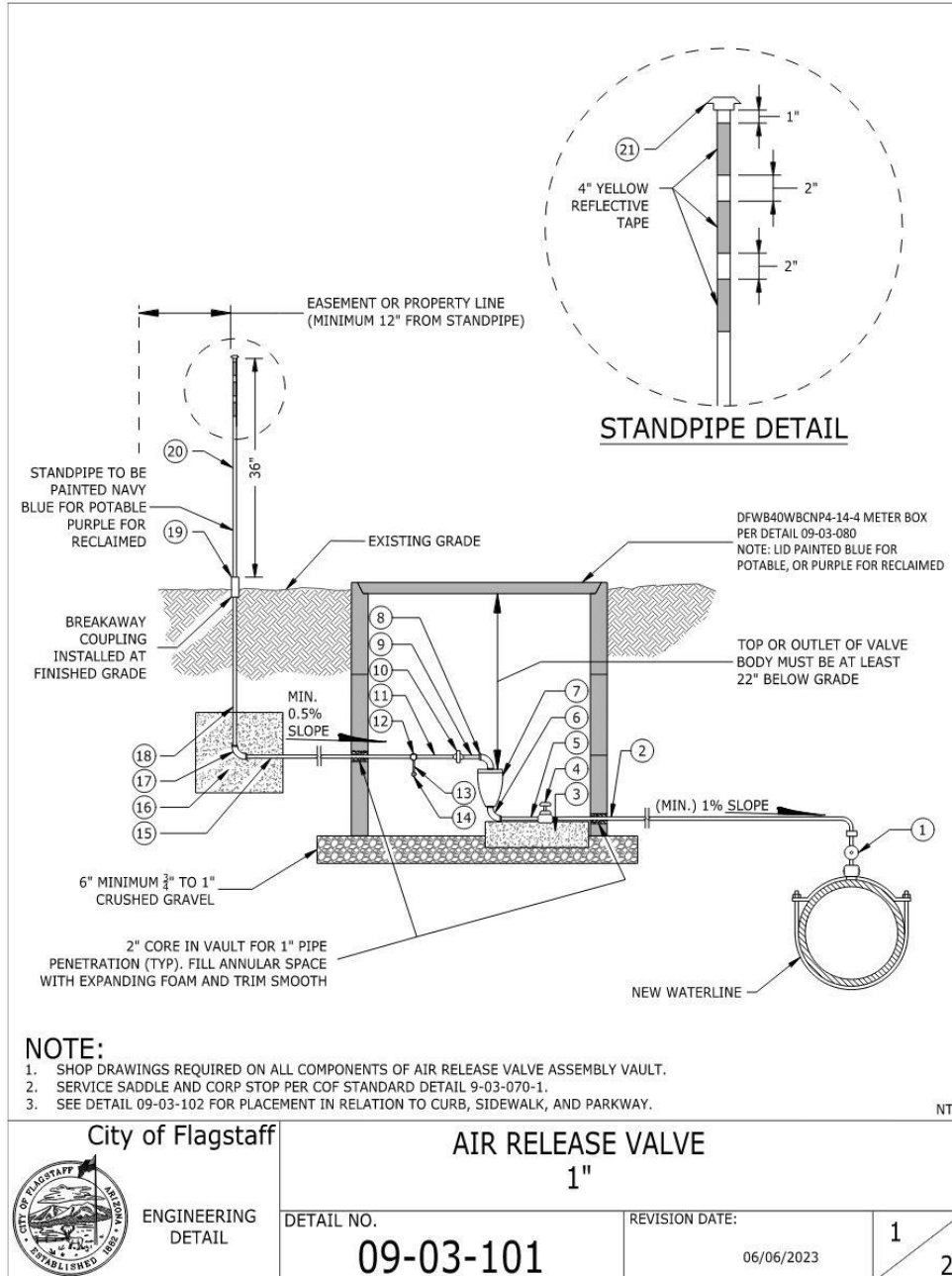
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

09-03-101: Air Release Valve 1"


Section 52. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-03-101: Air Release Valve 1", delete existing standard drawing 09-03-101 and replace with standard drawing 09-03-101 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

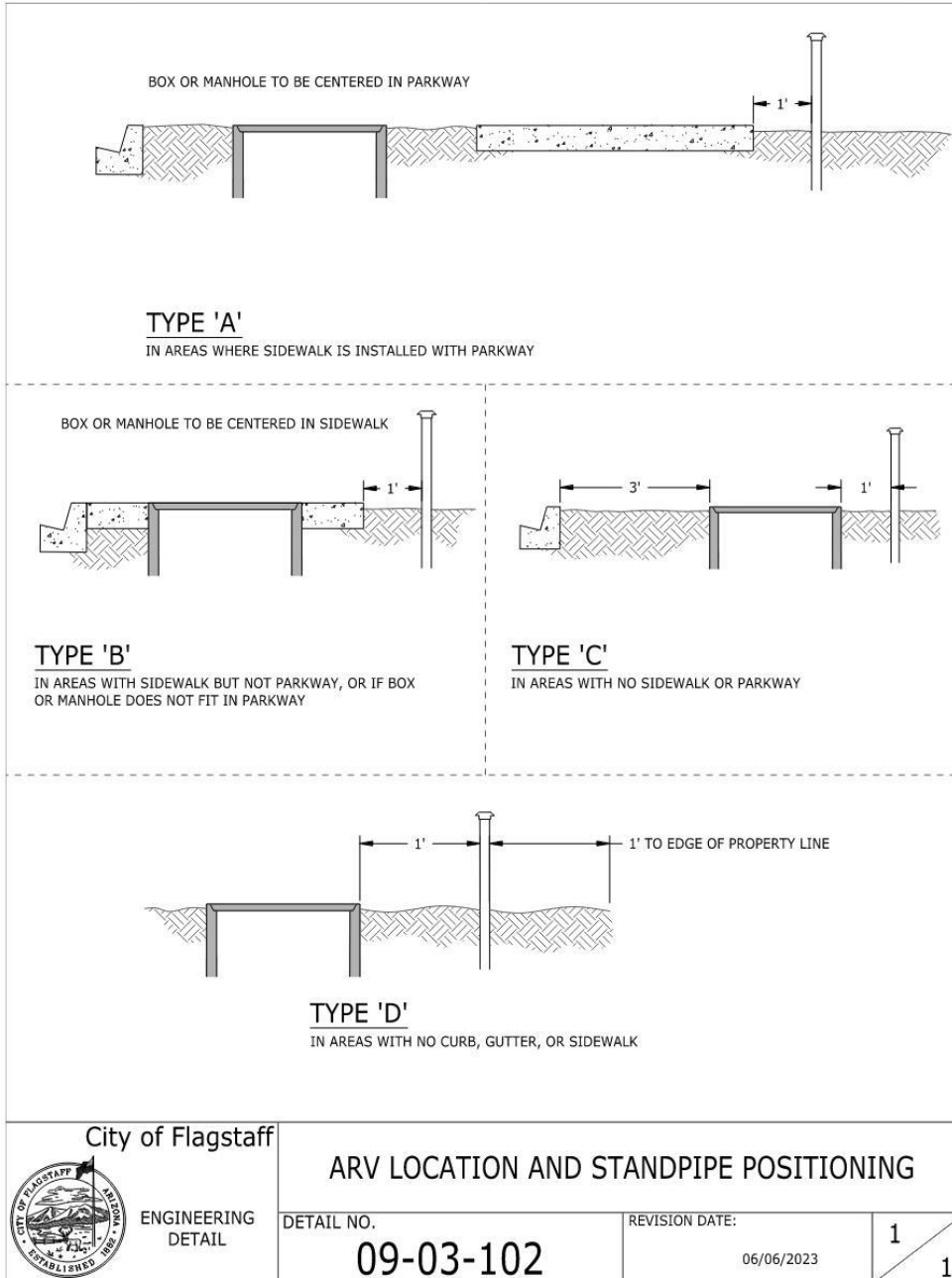
<div> <div>KEYNOTE:</div> <div> <div>1</div>1" CORP STOP <div>2</div>1" TYPE 'K' SOFT COPPER PIPE <div>3</div>4" x 8" x 16" PRECAST CONCRETE SUPPORT <div>4</div>1" CTS x FIP CURBSTOP BALL VALVE WITH LOCK-WING <div>5</div>1" x 8" BRASS NIPPLE <div>6</div>1" BRASS 90° STREET ELL (MIP x FIP) <div>7</div>1" CRISPIN OR CLA-VAL COMBINATION AIR RELEASE VALVE <div>8</div>1" GALVANIZED STREET 90° ELL <div>9</div>1" x 3" GALVANIZED NIPPLE <div>10</div>1" GALVANIZED UNION <div>11</div>1" x 3" GALVANIZED NIPPLE <div>12</div>1" x 1" x 1/2" FIP x FIP x FIP GALVANIZED TEE <div>13</div>1/2" x 6" GALVANIZED NIPPLE <div>14</div>BII 1/2" SPRING CHECK VALVE, OR APPROVED EQUAL <div>15</div>1" GALVANIZED NIPPLE (LENGTH TO MEET DETAIL 09-03-102) <div>16</div>12" x 12" x 12" CONCRETE BLOCK <div>17</div>1" FIP x FIP GALVANIZED 90° ELL <div>18</div>1" x 18" GALVANIZED NIPPLE <div>19</div>1" FIP x FIP PVC BREAKAWAY COUPLING <div>20</div>1" x 36" GALVANIZED NIPPLE <div>21</div>1" NORTHTOWN MUSHROOM CAP OR APPROVED EQUAL </div> </div>			
<div> <div> <div>City of Flagstaff</div> <div>  <div>ENGINEERING DETAIL</div> </div> </div> </div>	<div> <div>AIR RELEASE VALVE</div> <div>1"</div> </div>		
	<div> <div>DETAIL NO.</div> <div>09-03-101</div> </div>	<div> <div>REVISION DATE:</div> <div>06/06/2023</div> </div>	<div> <div>2</div> <div>2</div> </div>

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

09-03-102: ARV Location and Standpipe Positioning

Section 53. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-03-102: ARV Location and Standpipe Positioning, to read as follows:

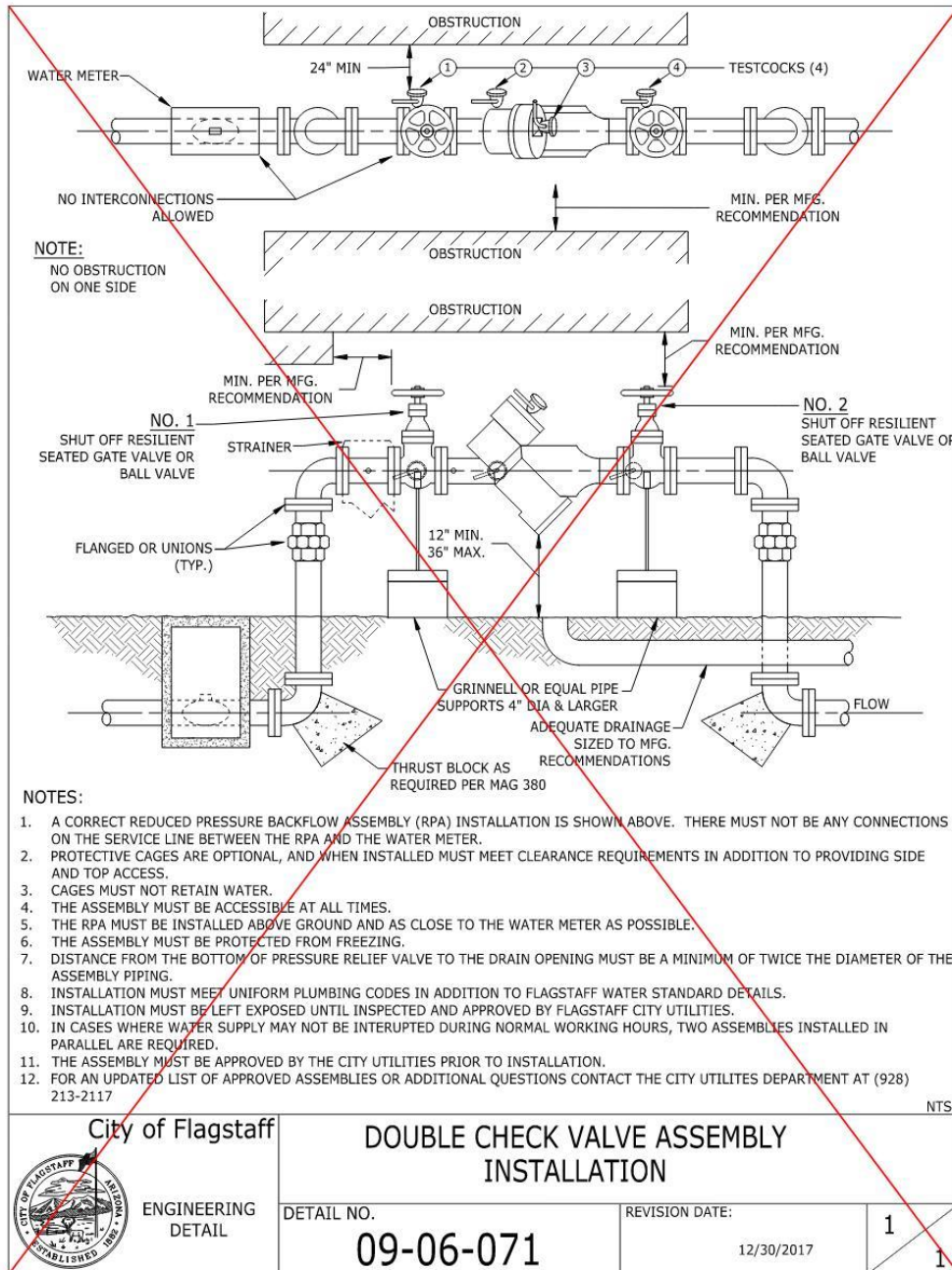


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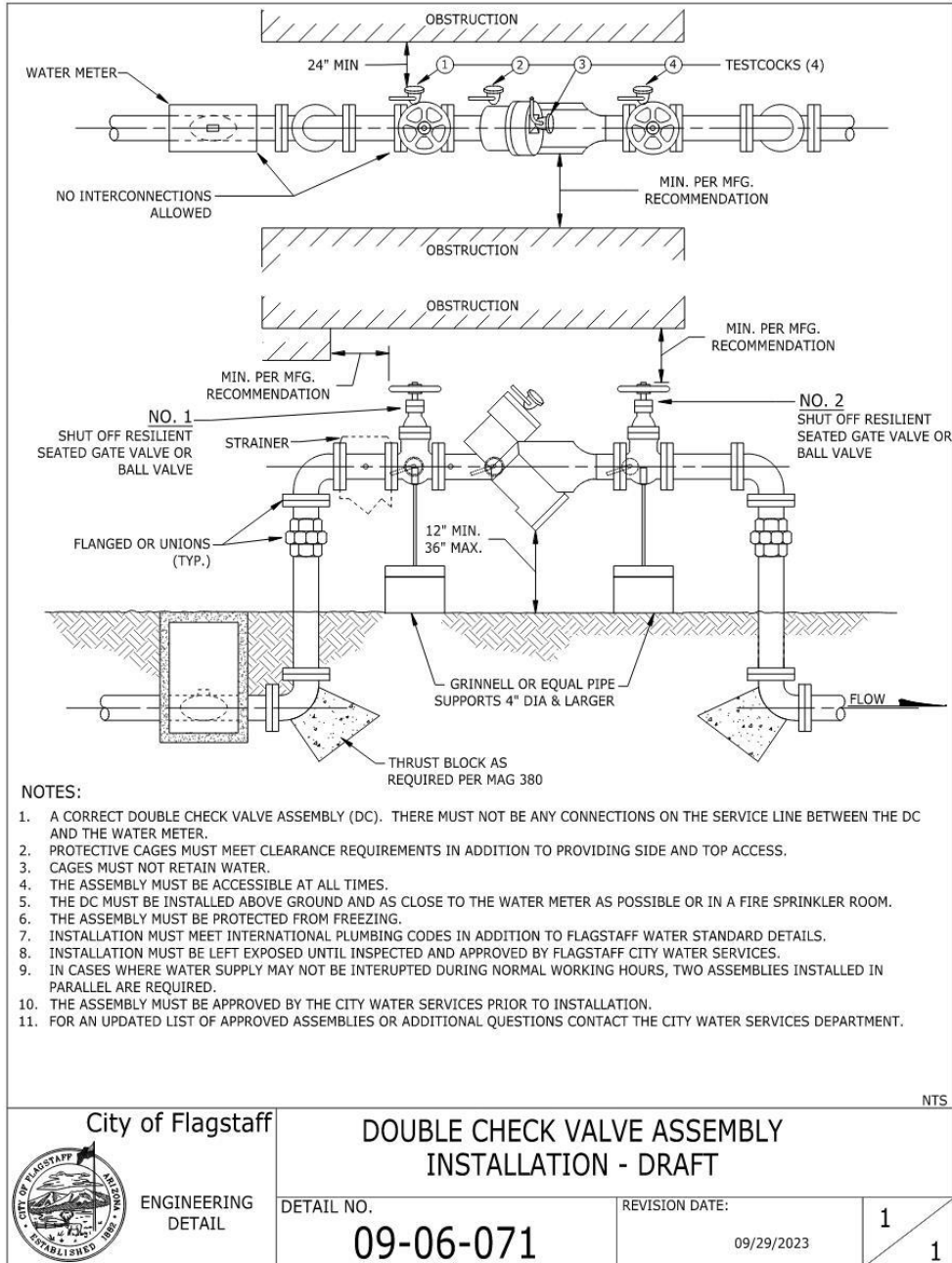
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

09-06-071: Double Check Valve Assembly Installation

Section 54. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-06-071: Double Check Valve Assembly Installation, delete existing standard drawing 09-06-071 and replace with standard drawing 09-06-071 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

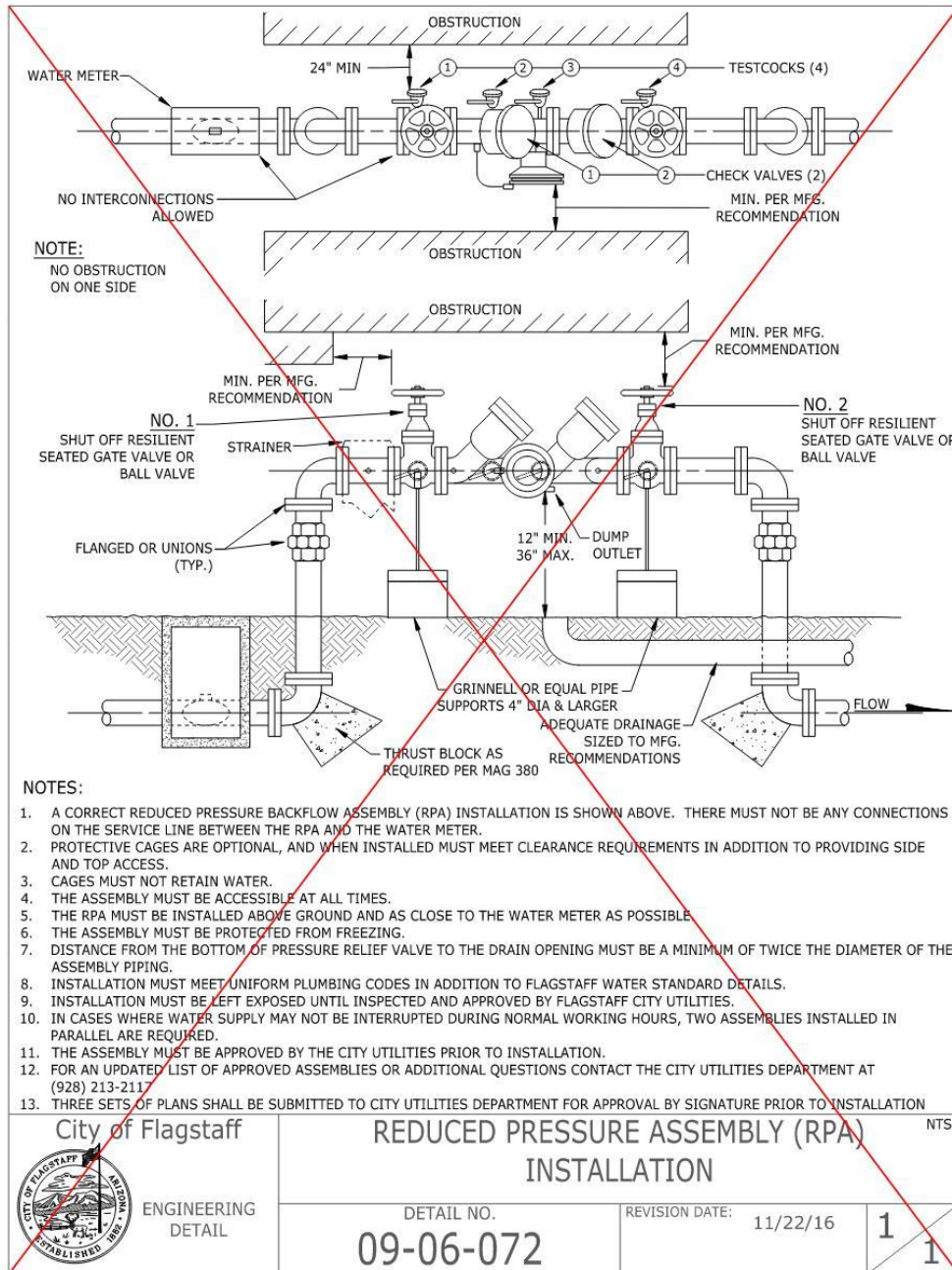


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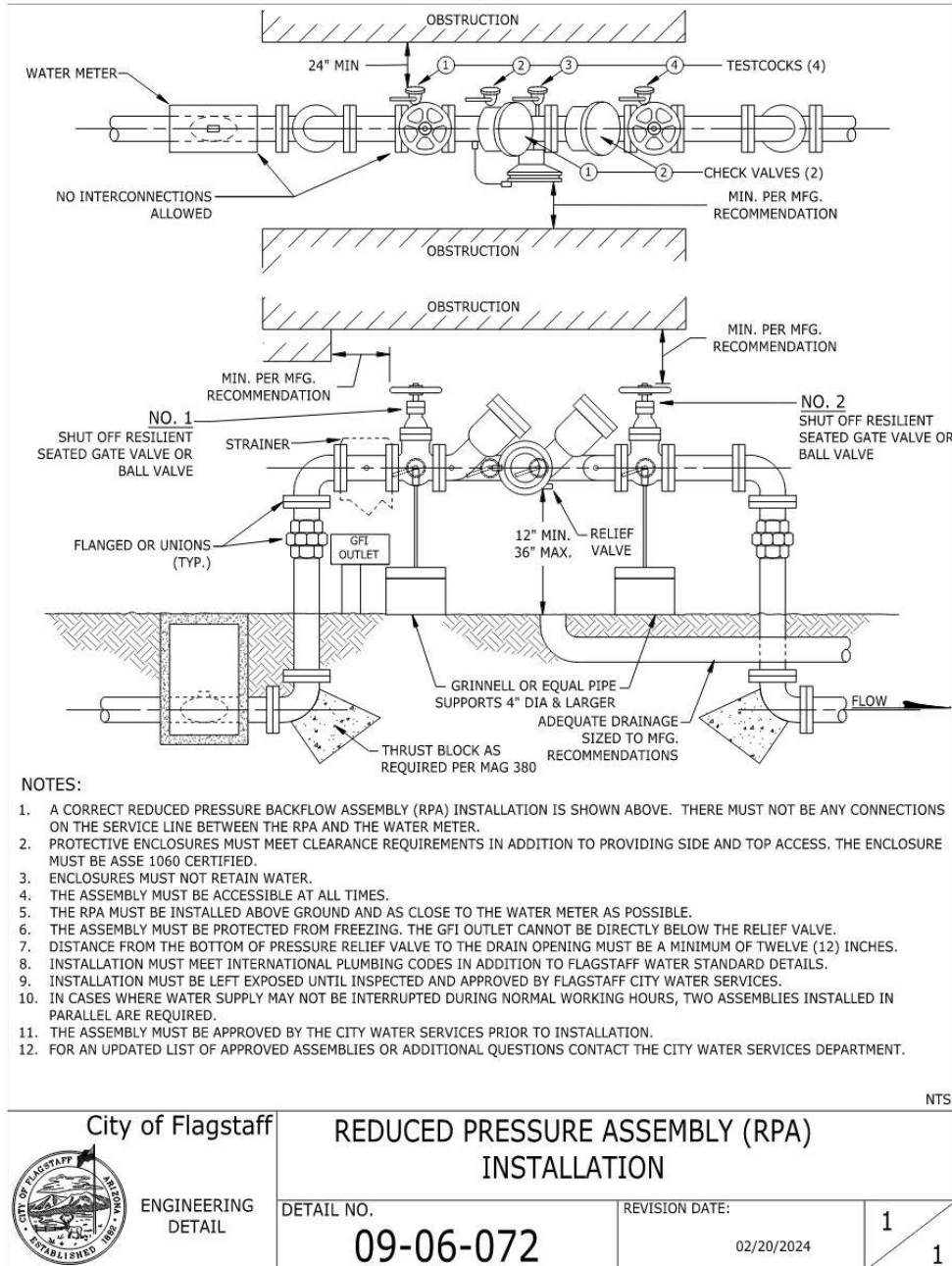
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

09-06-072: Reduced Pressure Assembly (RPA) Installation

Section 55. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-06-072: Reduced Pressure Assembly (RPA) Installation, delete existing standard drawing 09-06-072 and replace with standard drawing 09-06-072 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

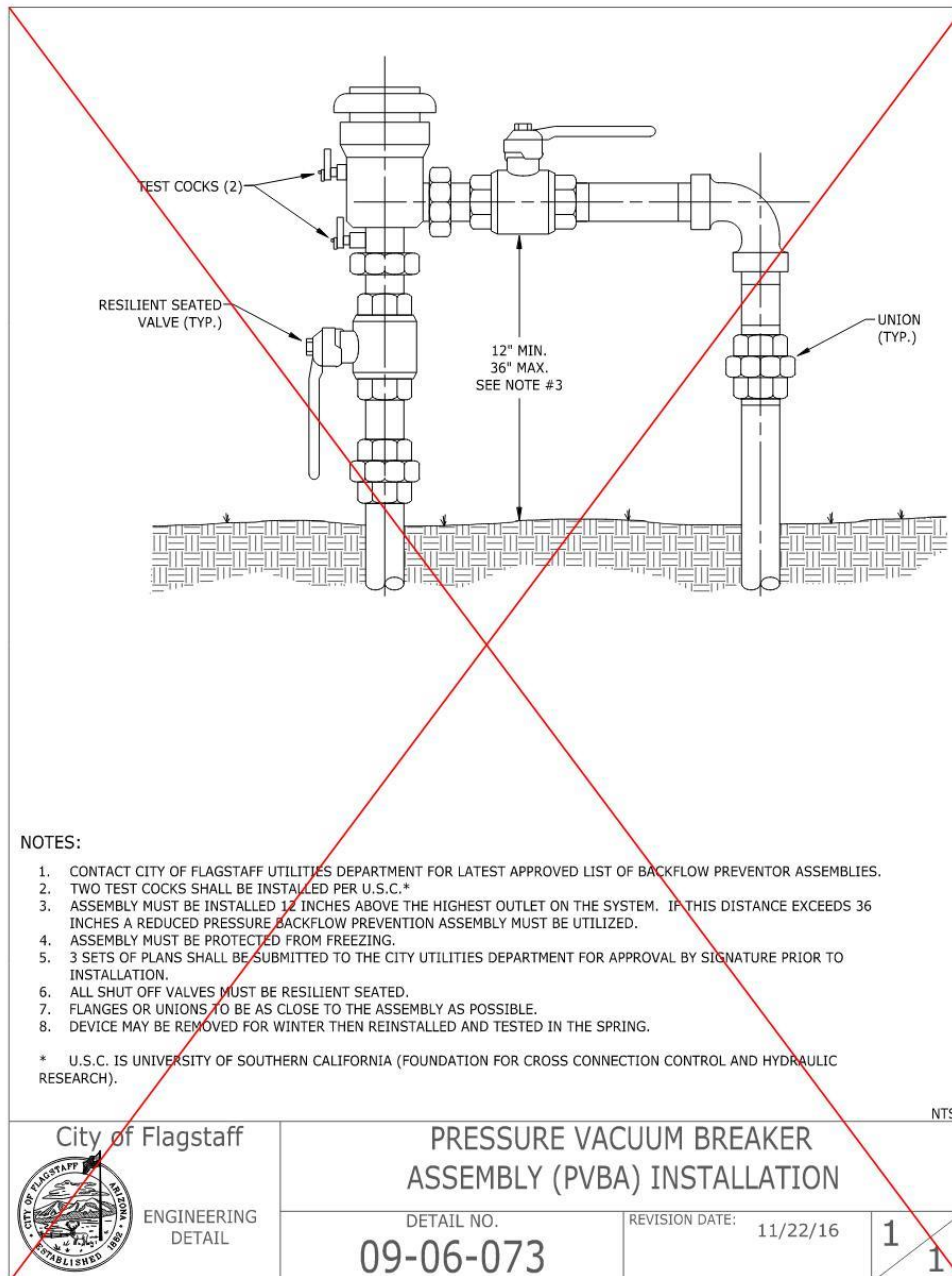


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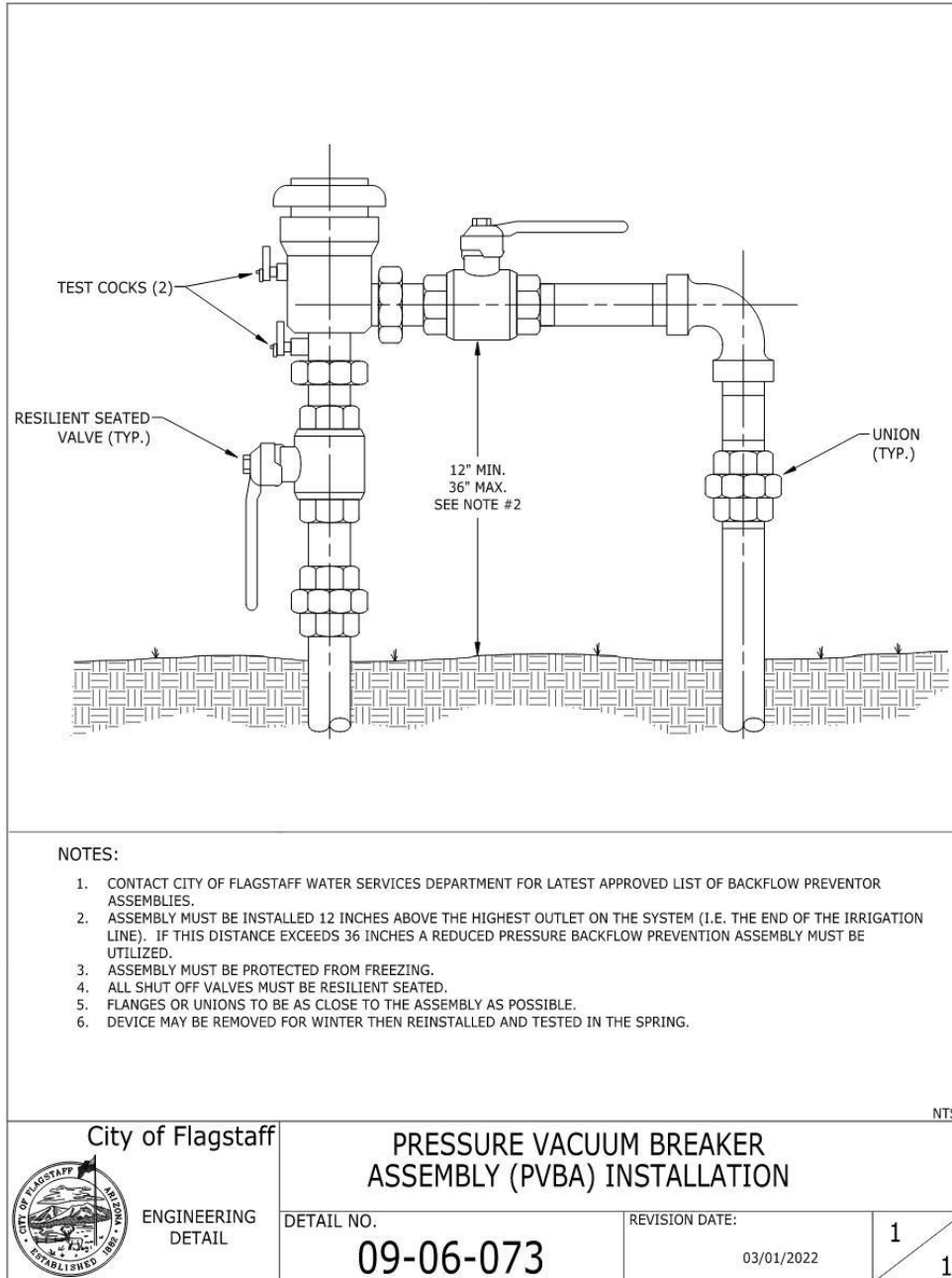
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

09-06-073: Pressure Vacuum Breaker Assembly (PVBA) Installation

Section 56. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 09-06-073: Pressure Vacuum Breaker Assembly (PVBA) Installation, delete existing standard drawing 09-06-073 and replace with standard drawing 09-06-073 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

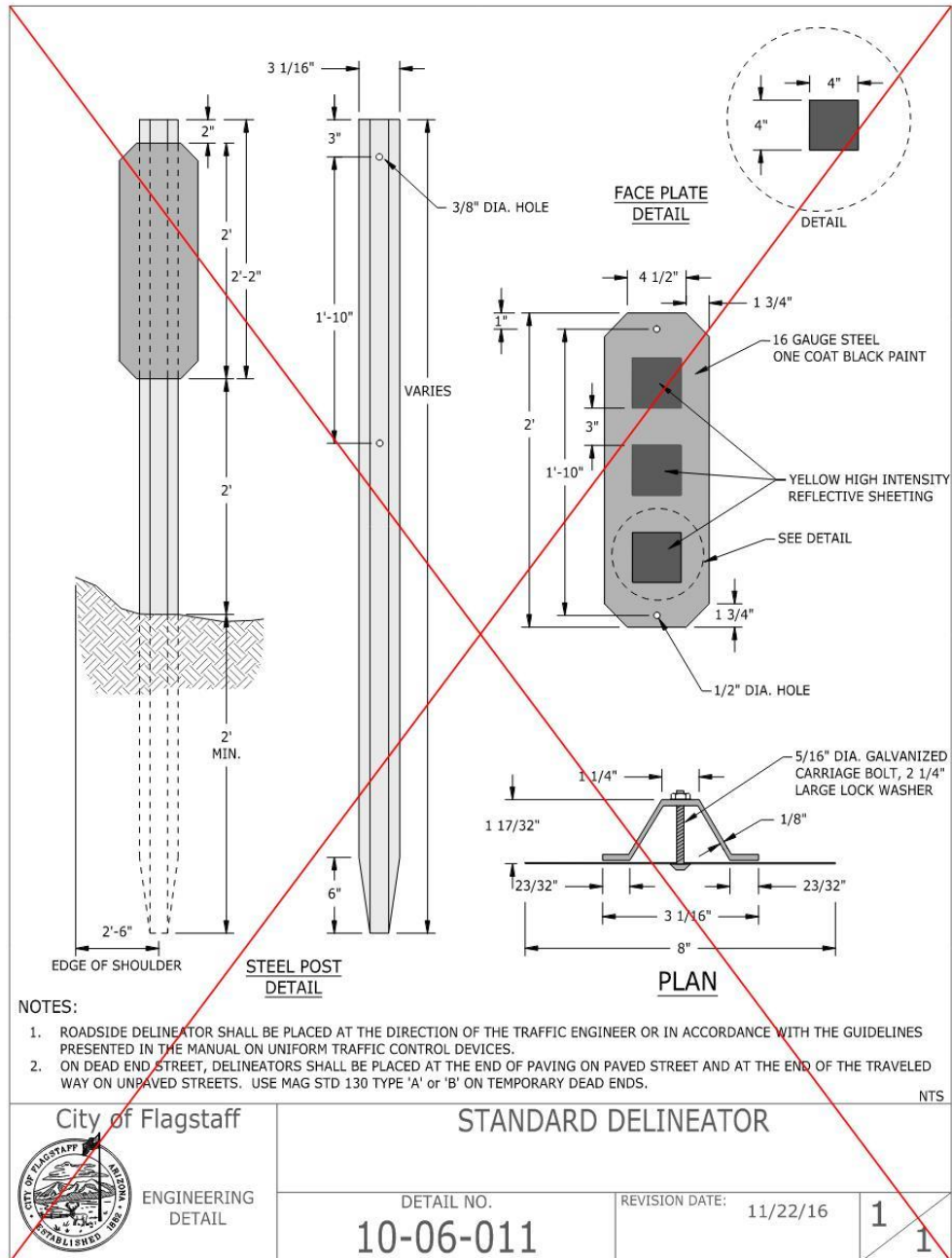


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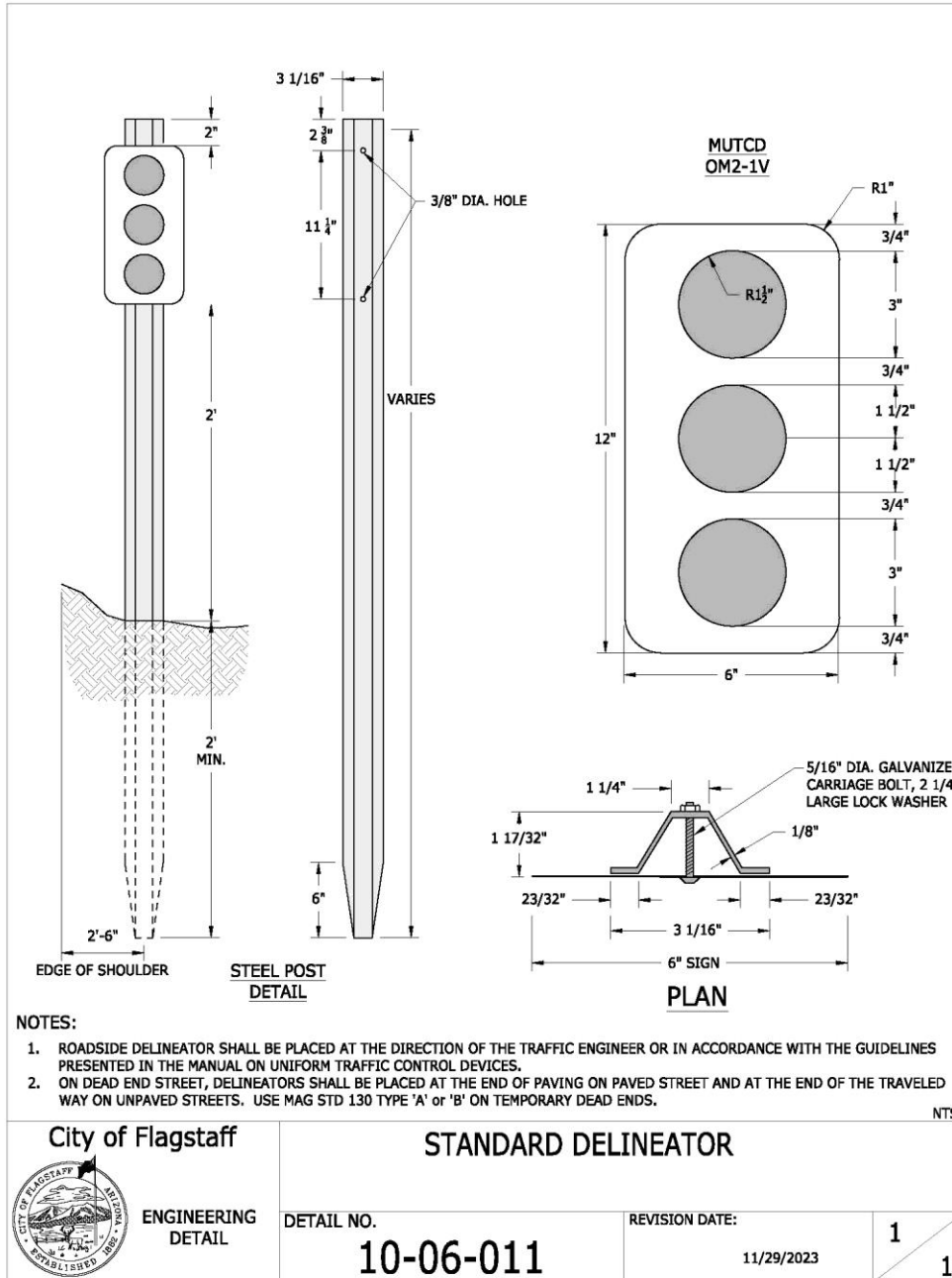
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-06-011: Standard Delineator

Section 57. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-06-011: Standard Delineator, delete existing standard drawing 10-06-011 and replace with standard drawing 10-06-011 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

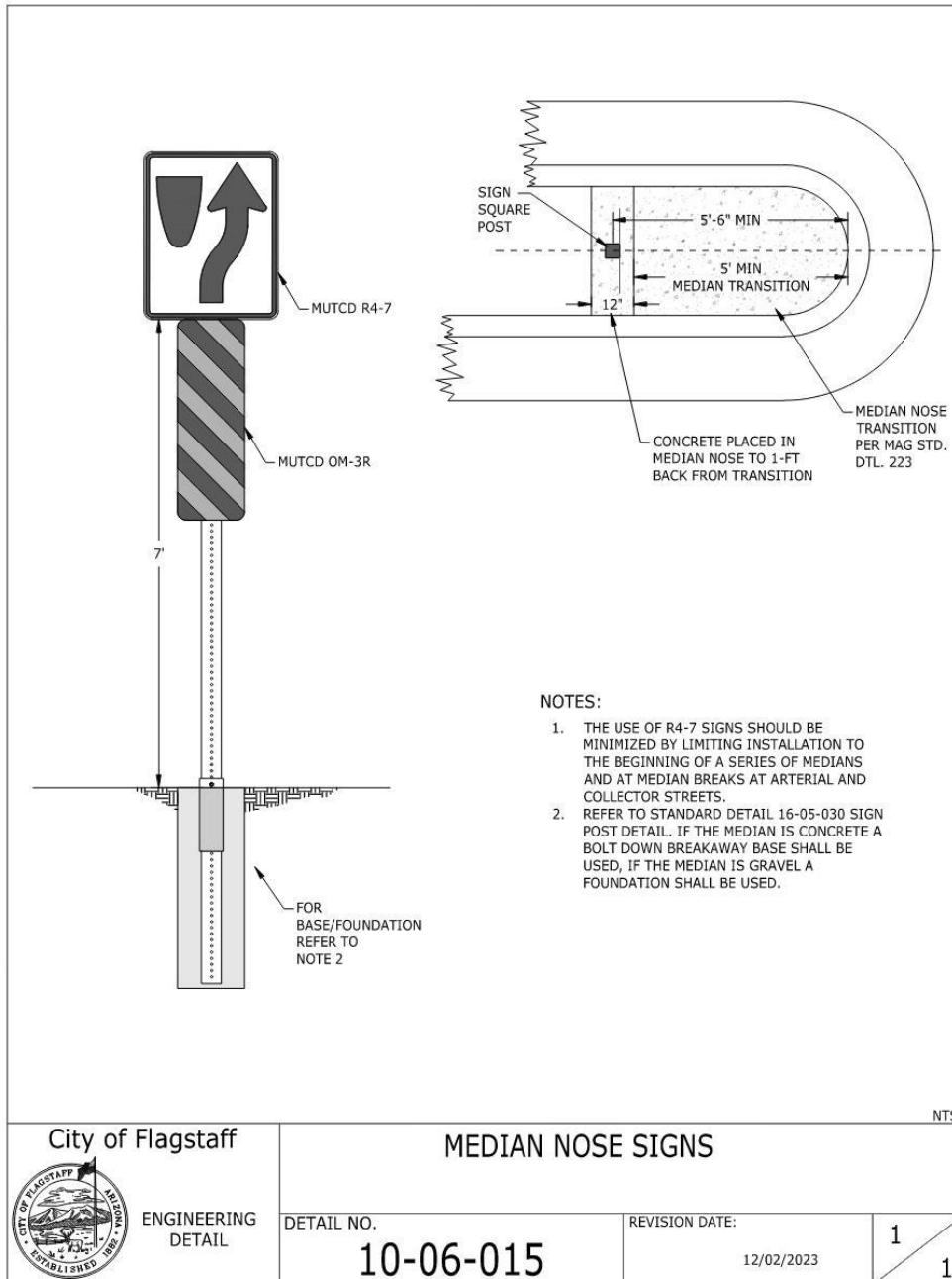


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-06-015: Median Nose Signs

Section 58. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-06-015: Median Nose Signs, to read as follows:

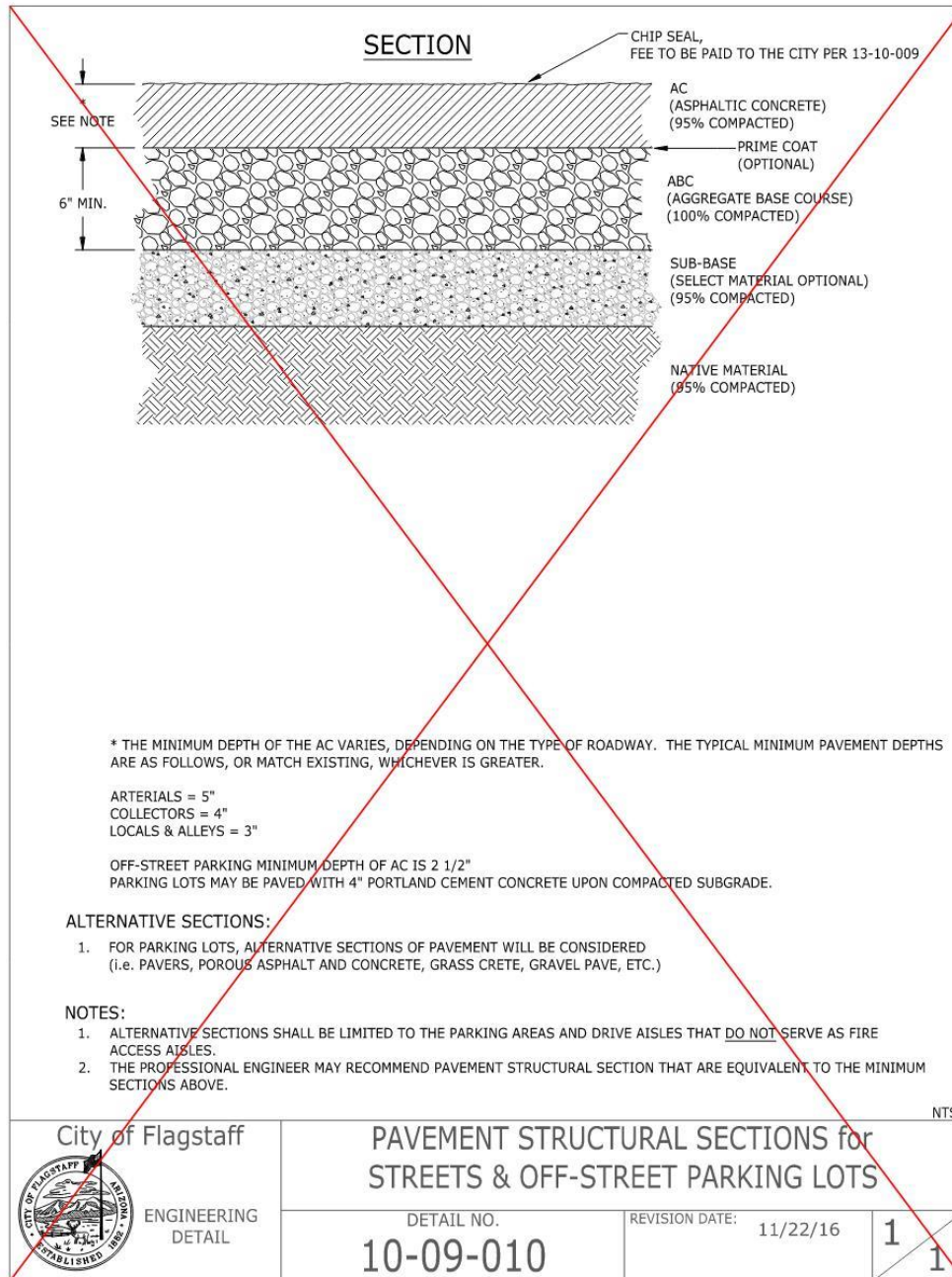


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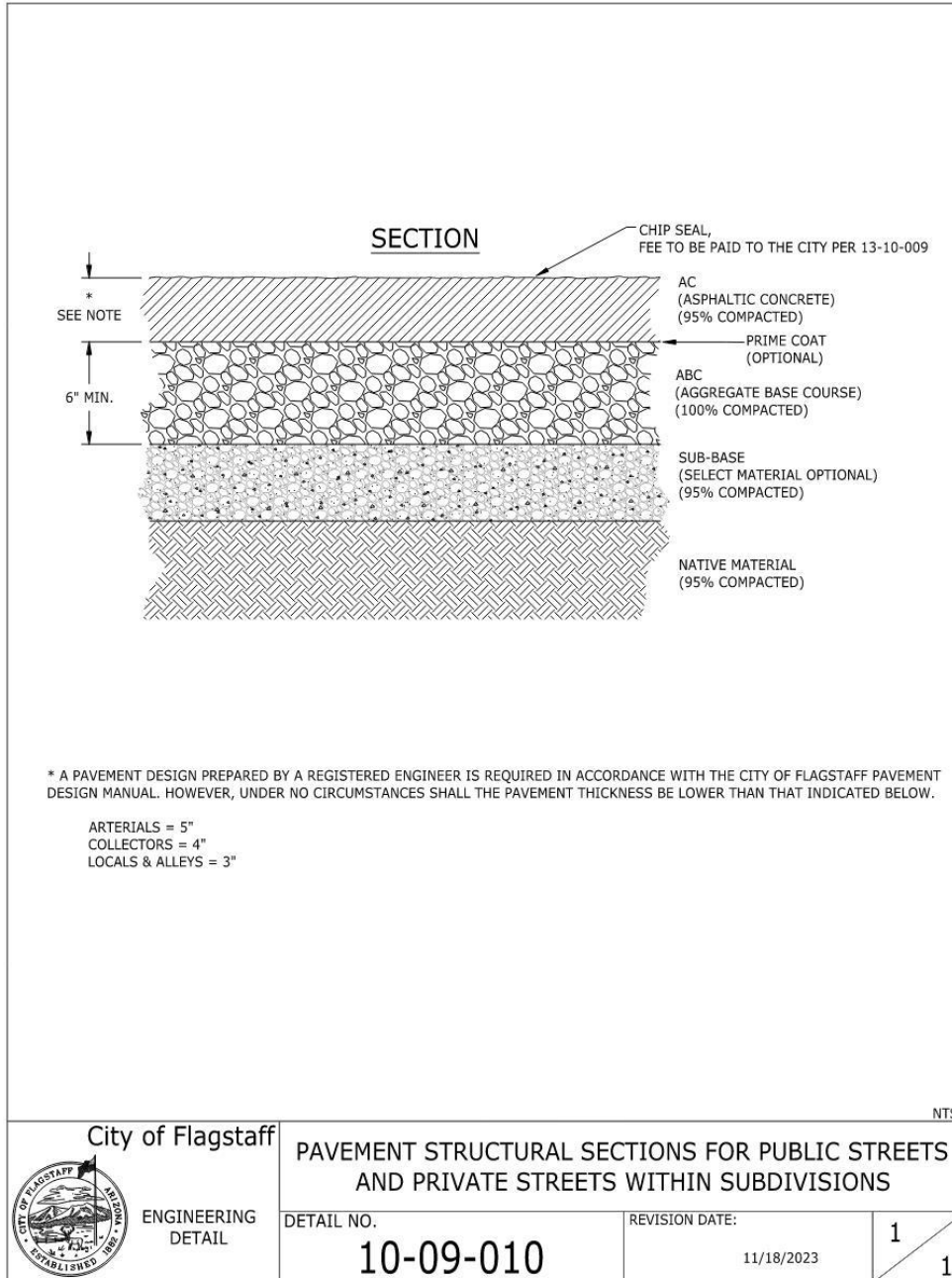
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-09-010: Pavement Structural Section for Streets and Off-Street Parking Lots

Section 59. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-09-010: Pavement Structural Section for Streets and Off-Street Parking Lots, delete existing standard drawing 10-09-010 and replace with standard drawing 10-09-010 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

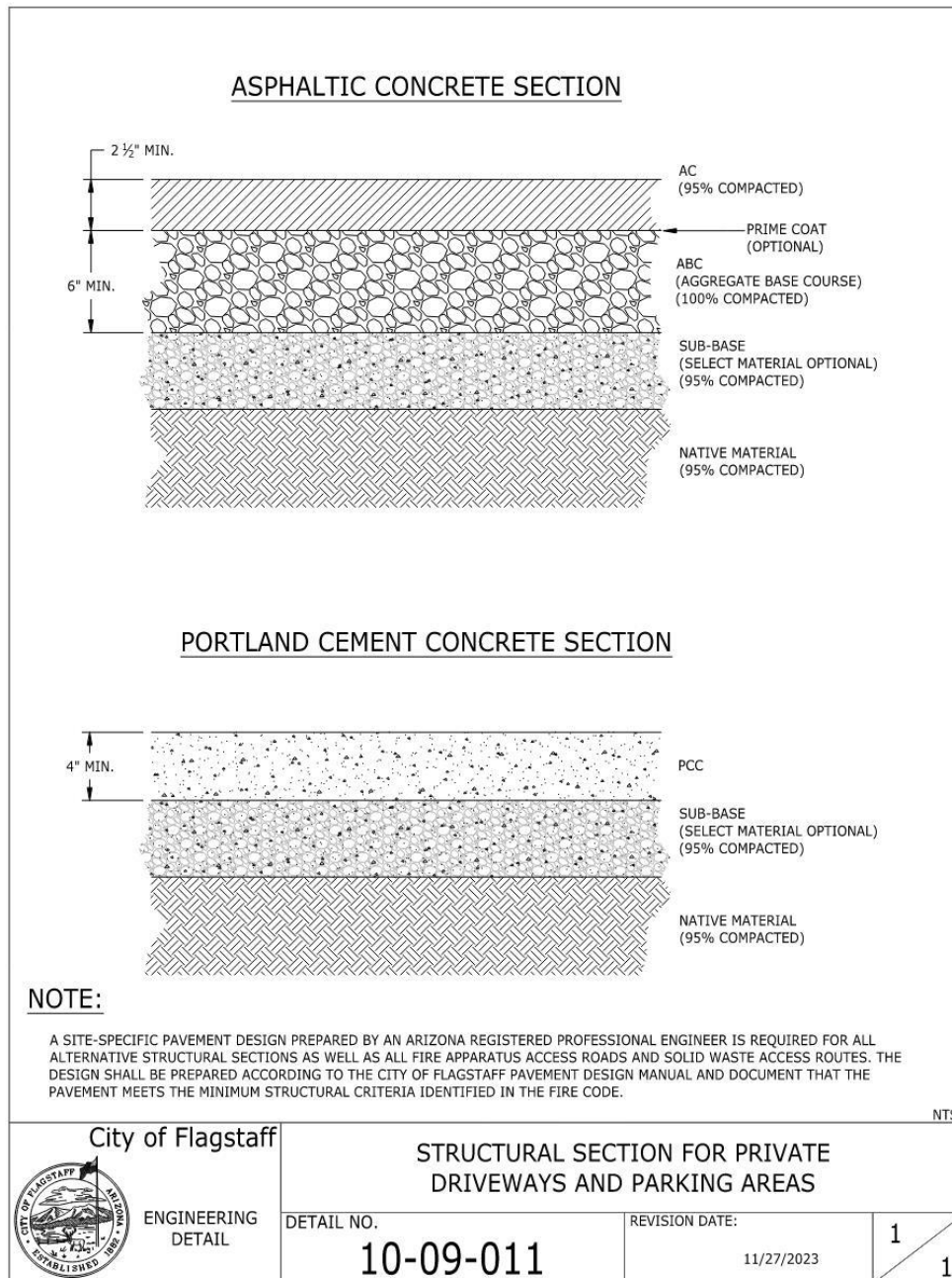


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

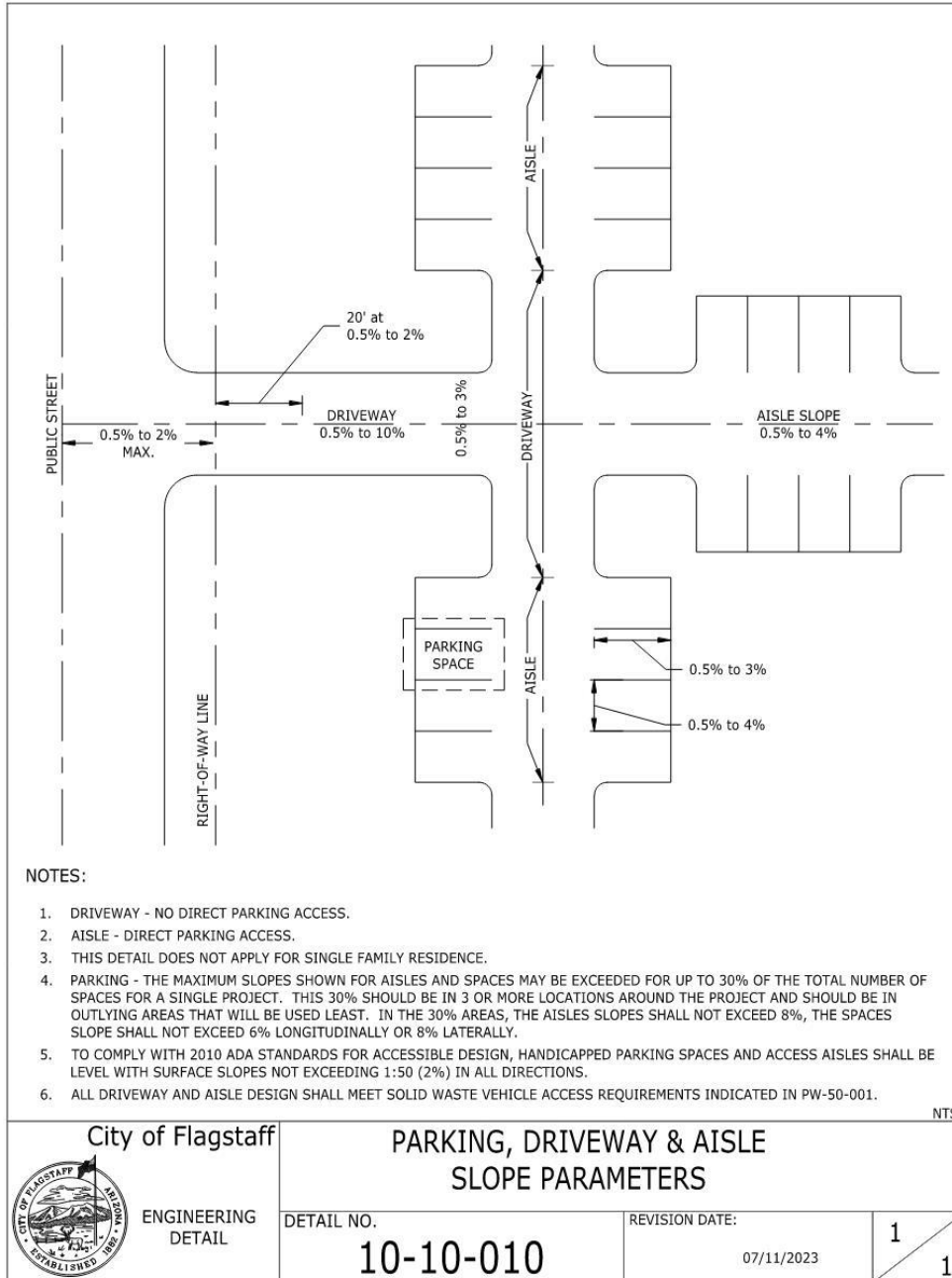
10-09-011: Structural Section for Private Driveways and Parking Areas

Section 60. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-09-011: Structural Section for Private Driveways and Parking Areas, to read as follows:



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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

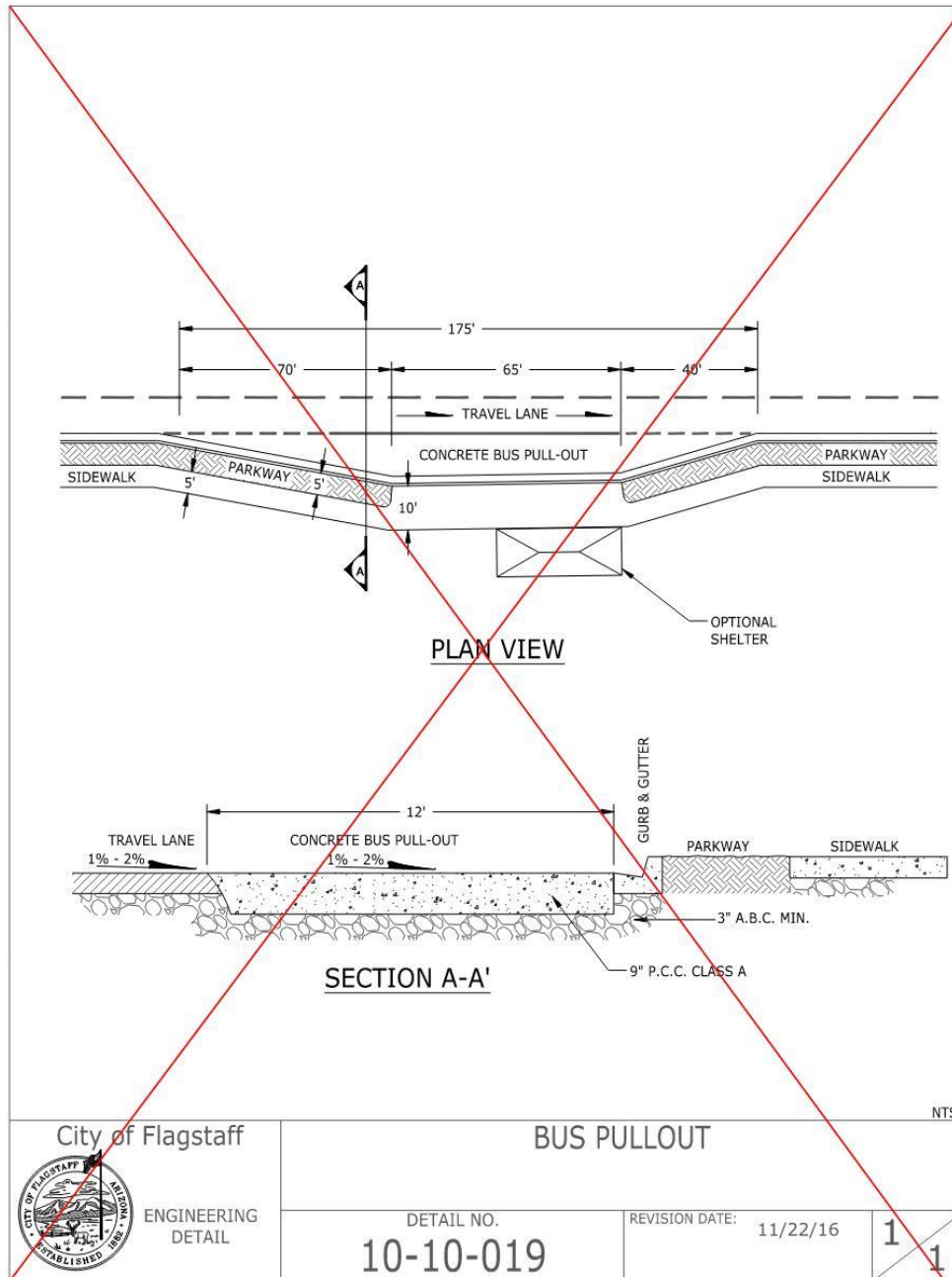


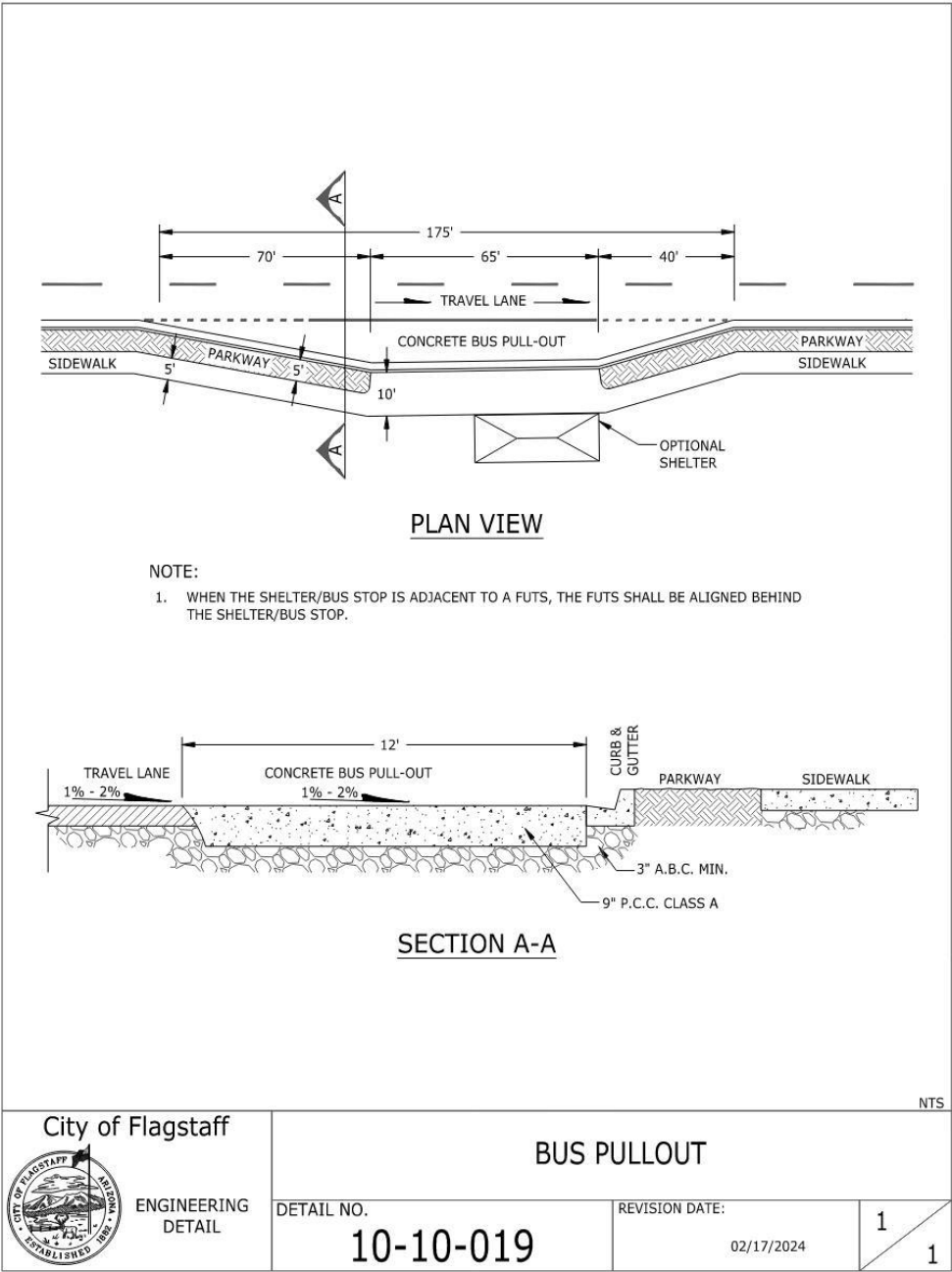
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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-10-019: Bus Pullout

Section 62. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-10-019: Bus Pullout, delete existing standard drawing 10-10-019 and replace with standard drawing 10-10-019 below:



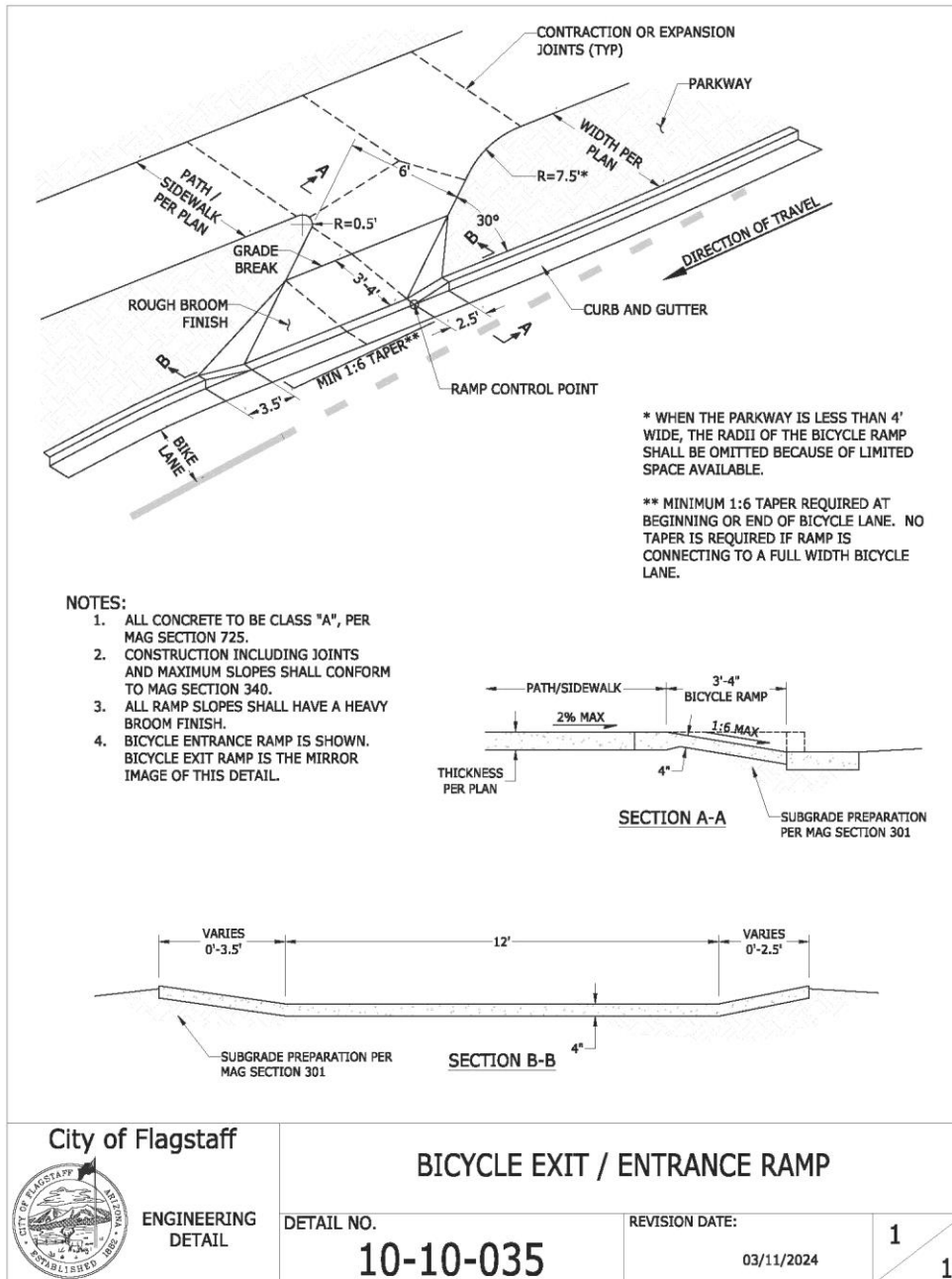


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-10-035: Bicycle Exit / Entrance Ramp

Section 63. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-10-035: Bicycle Exit / Entrance Ramp, to read as follows:

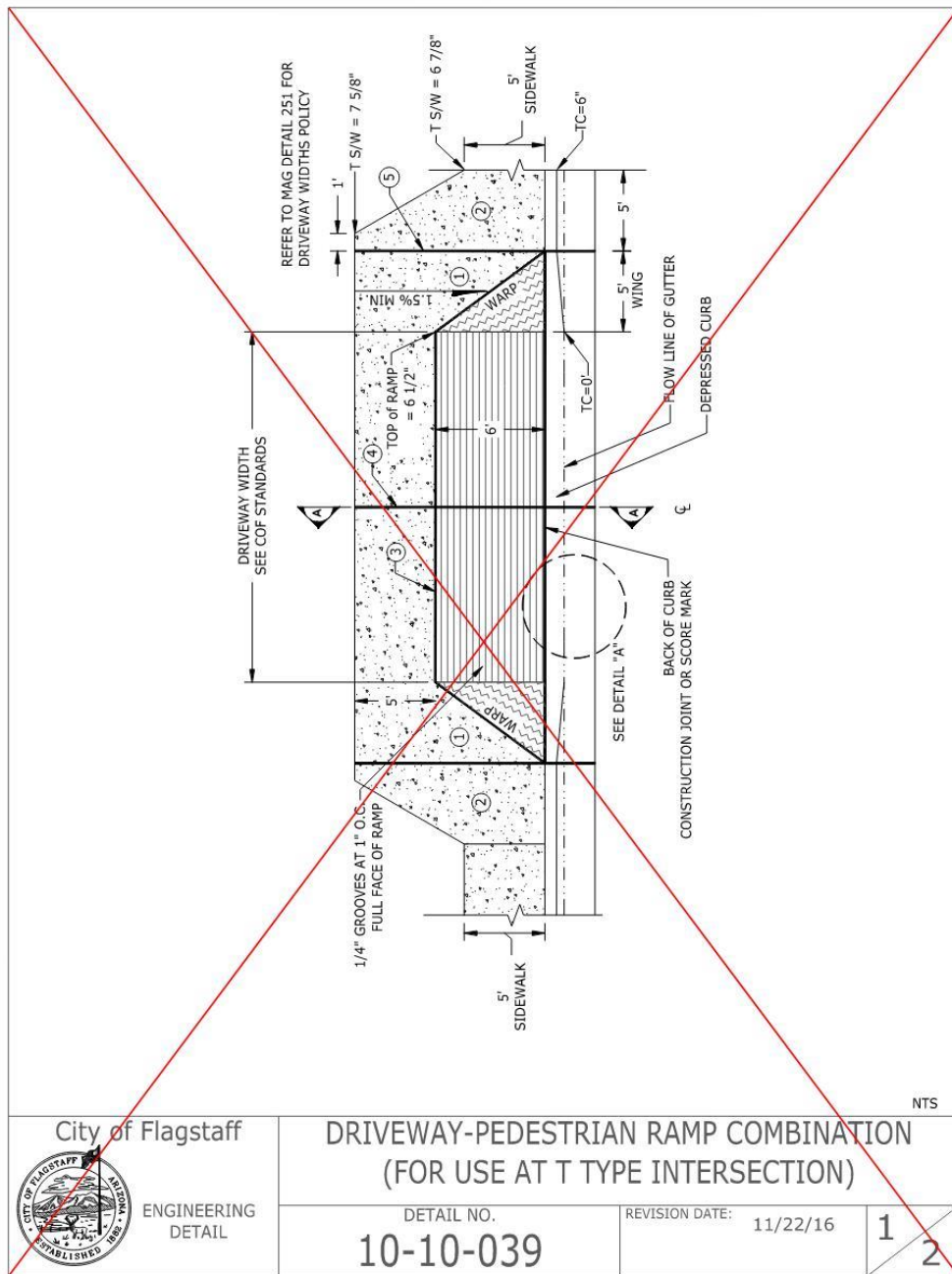


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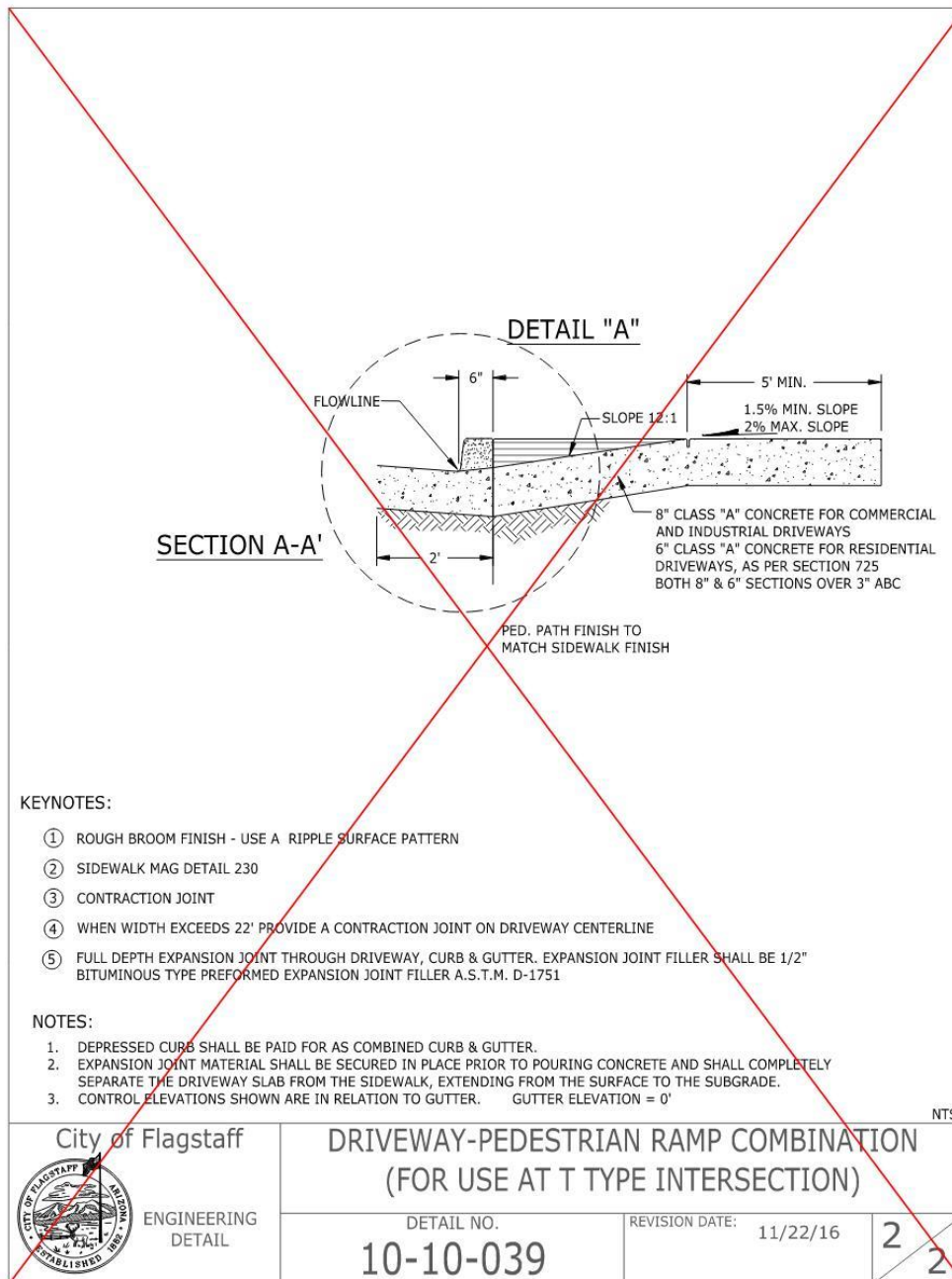
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

10-10-039: Driveway-Pedestrian Ramp Combination (For Use at T-Type Intersection)

Section 64. Delete Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 10-10-039: Driveway-Pedestrian Ramp Combination (For Use at T-Type Intersection)



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

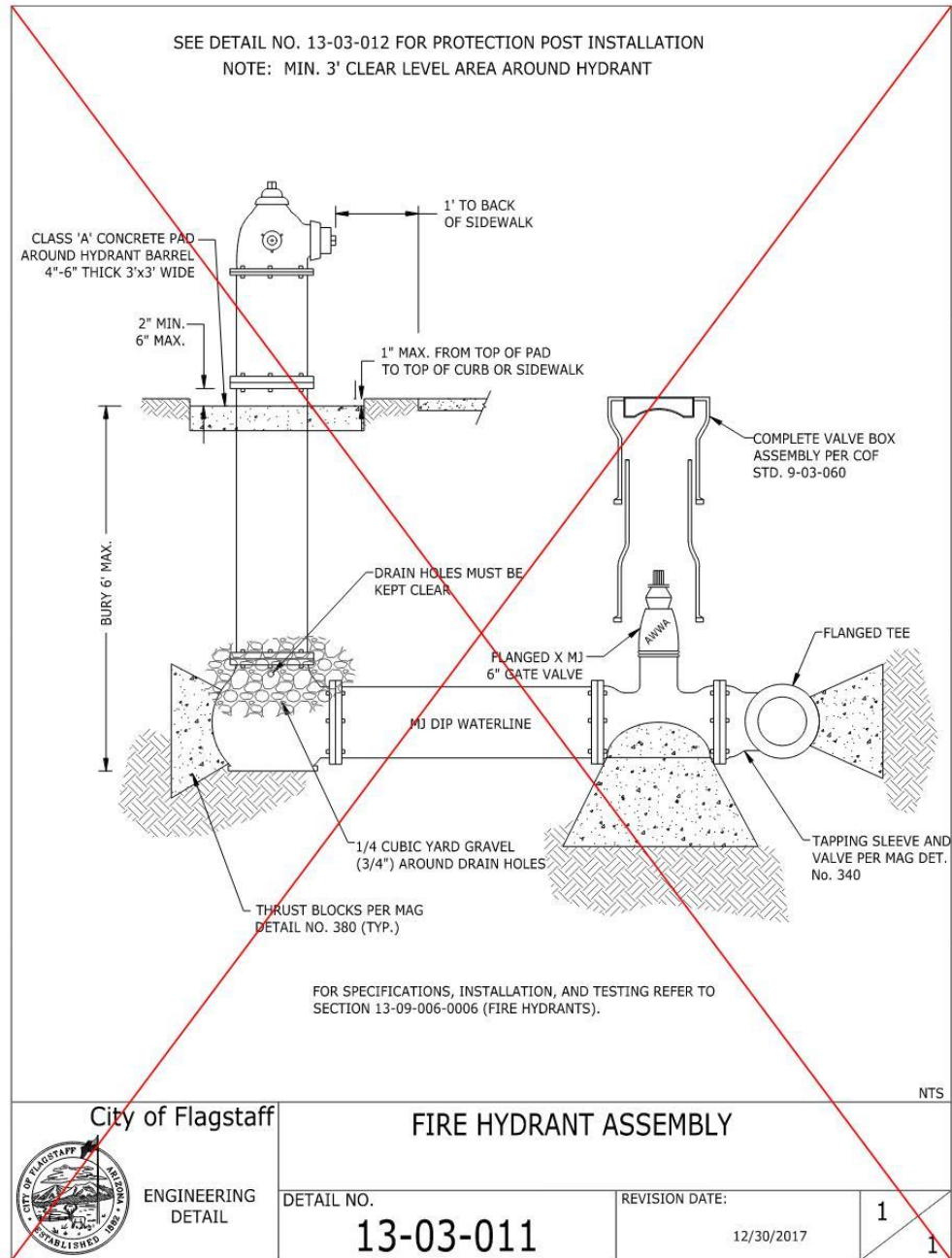


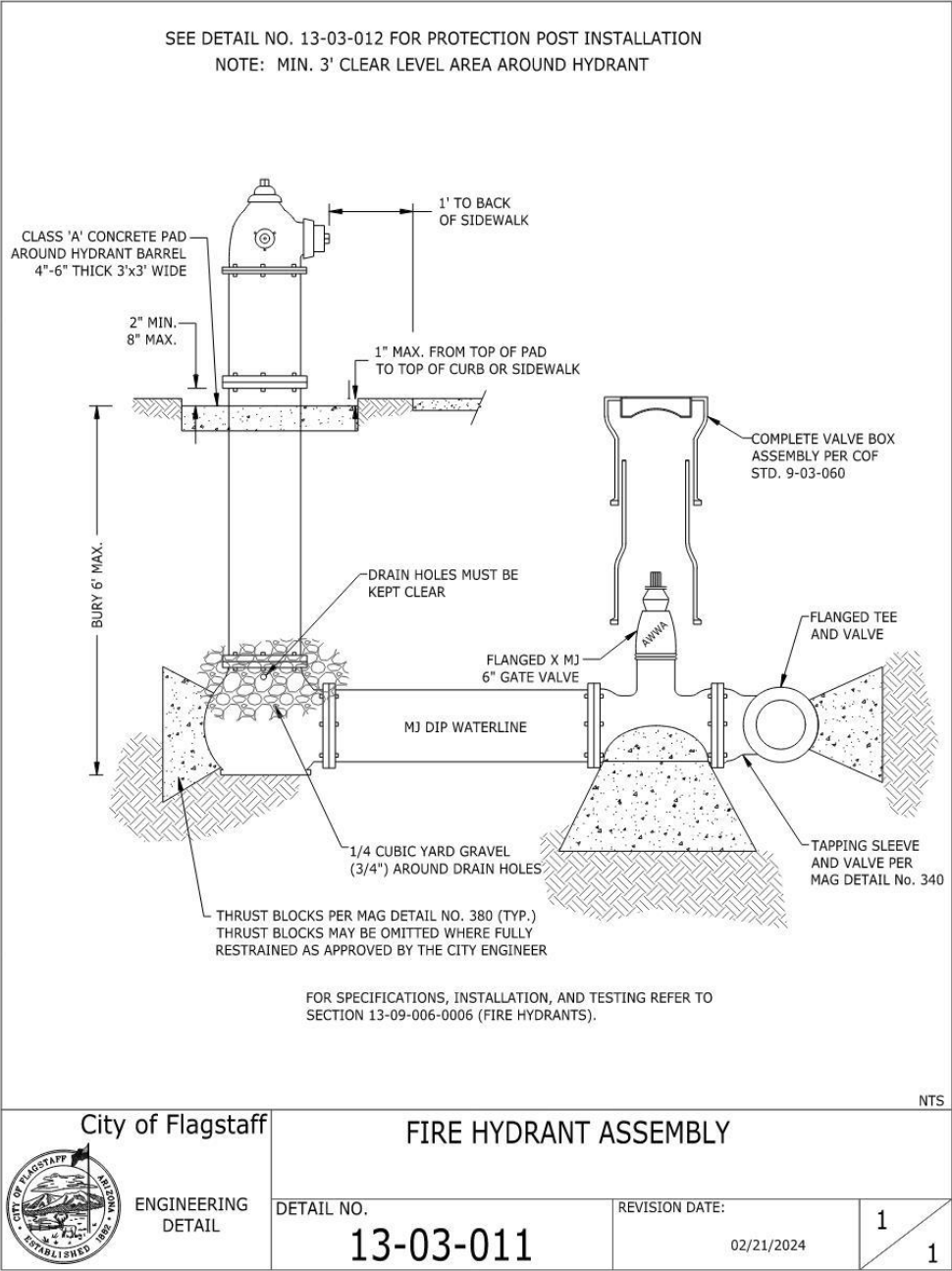
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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

13-03-011: Fire Hydrant Assembly

Section 65. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 13-03-011: Fire Hydrant Assembly, delete existing standard drawing 13-03-011 and replace with standard drawing 13-03-011 below:



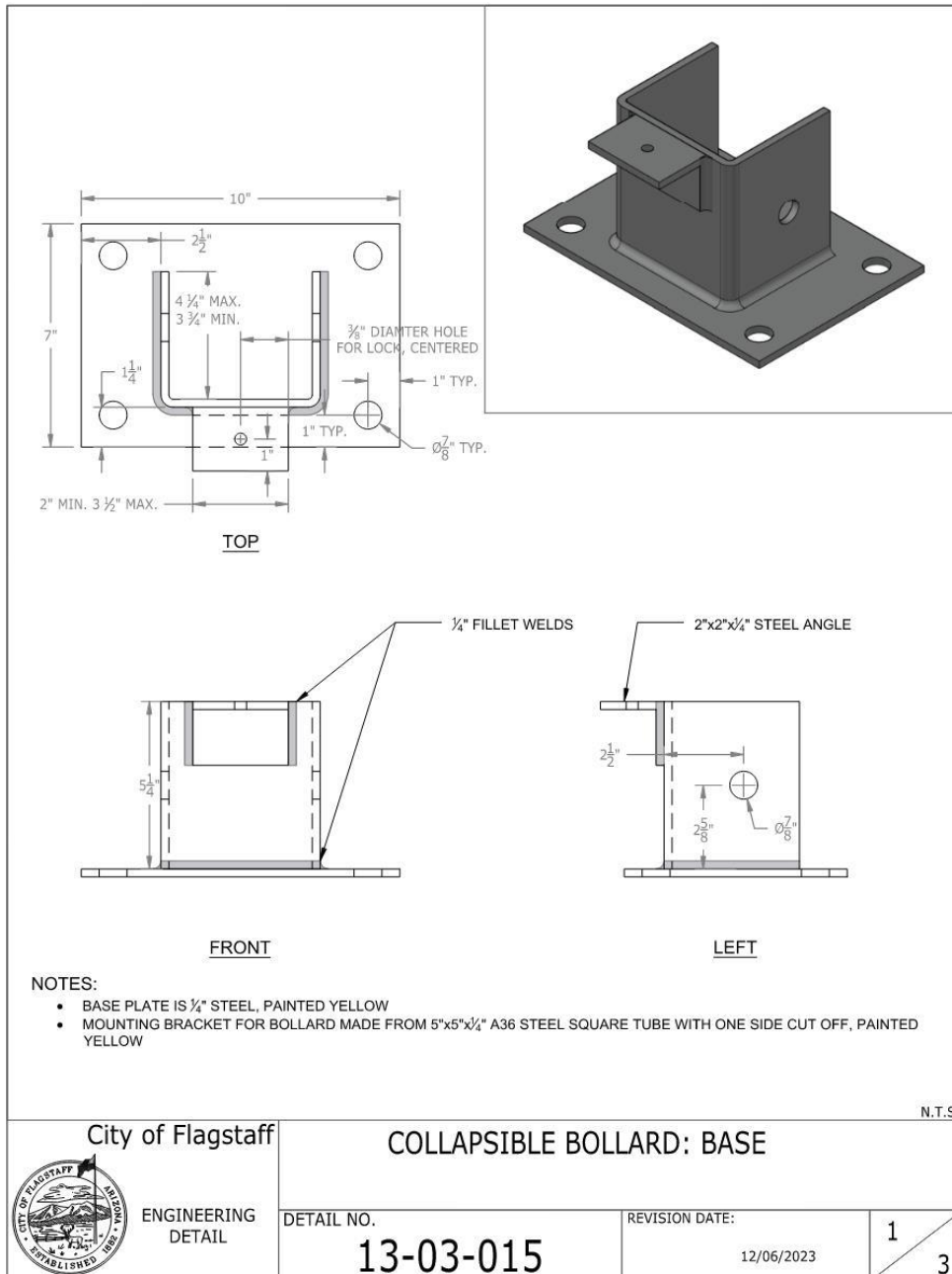


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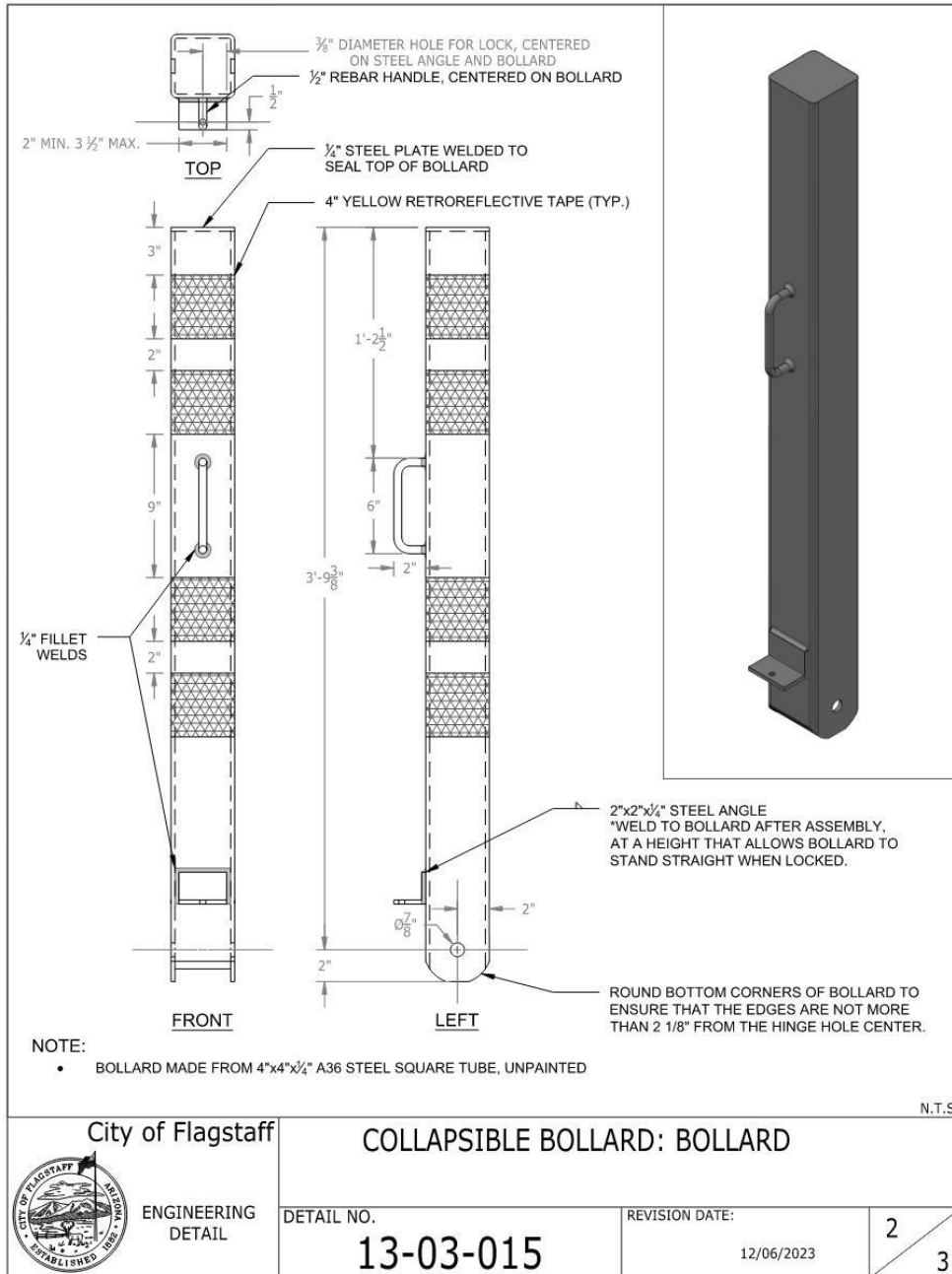
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

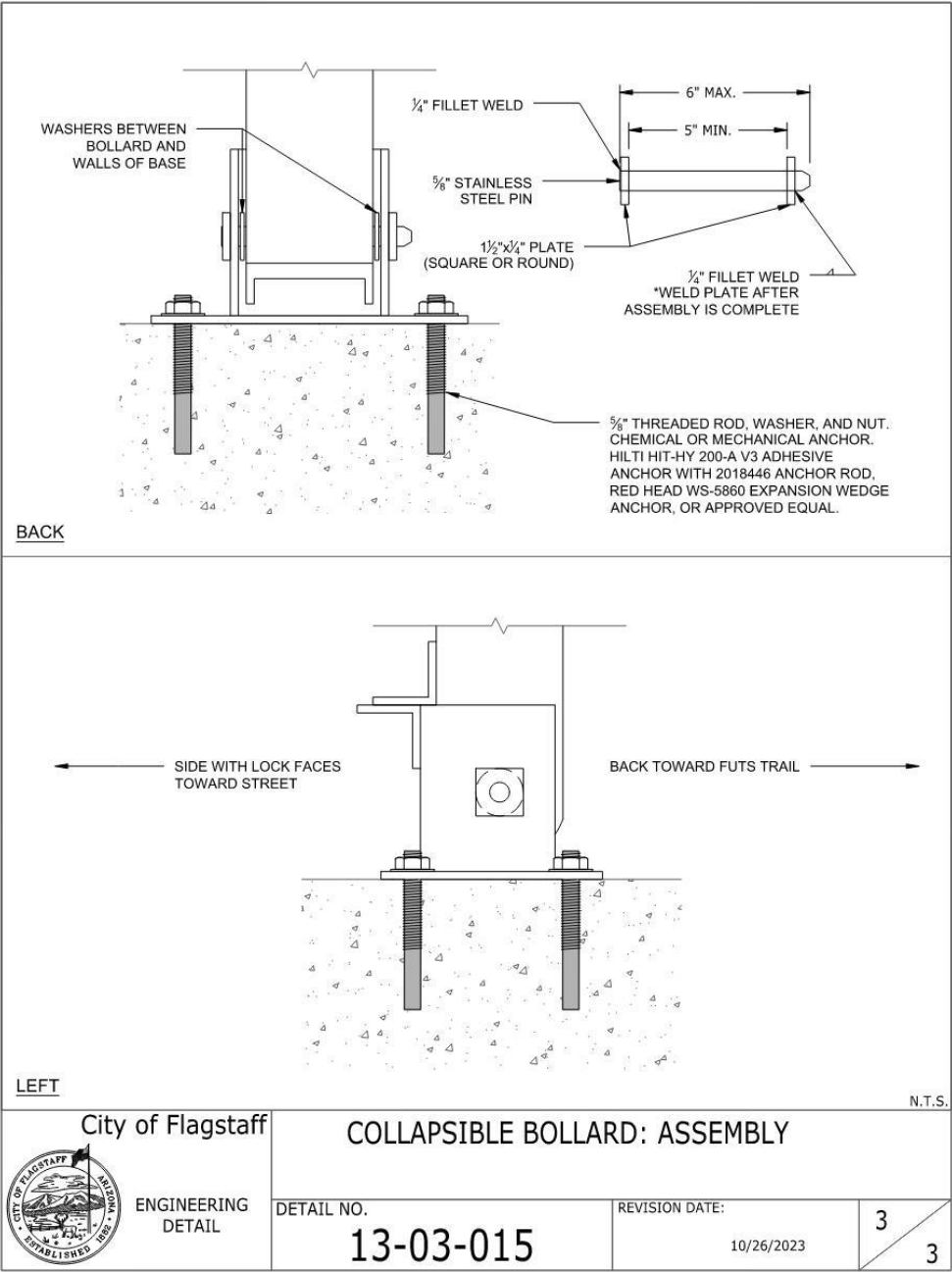
13-03-015: Collapsible Bollard

Section 66. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 13-03-015: Collapsible Bollard, to read as follows:



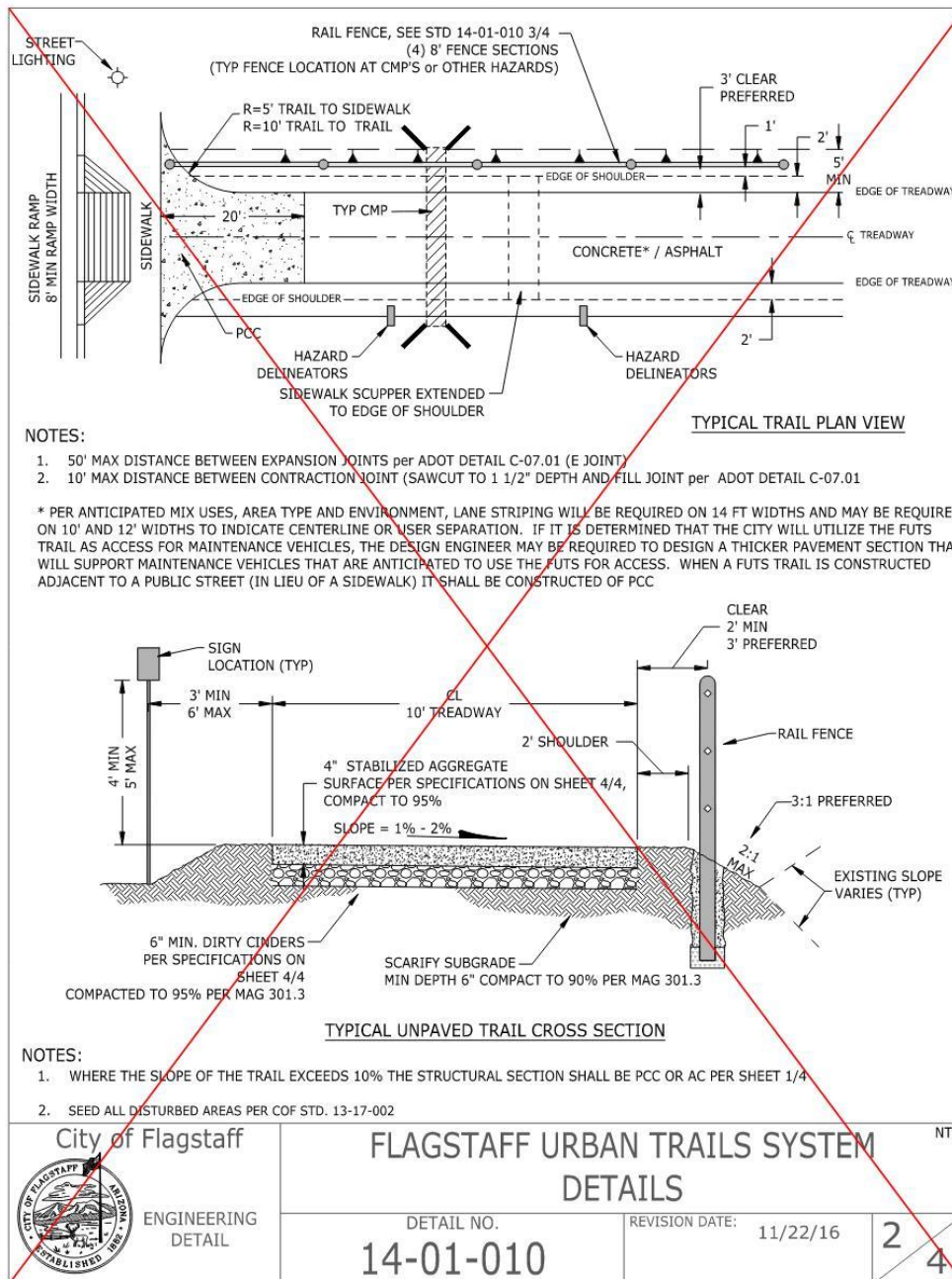
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



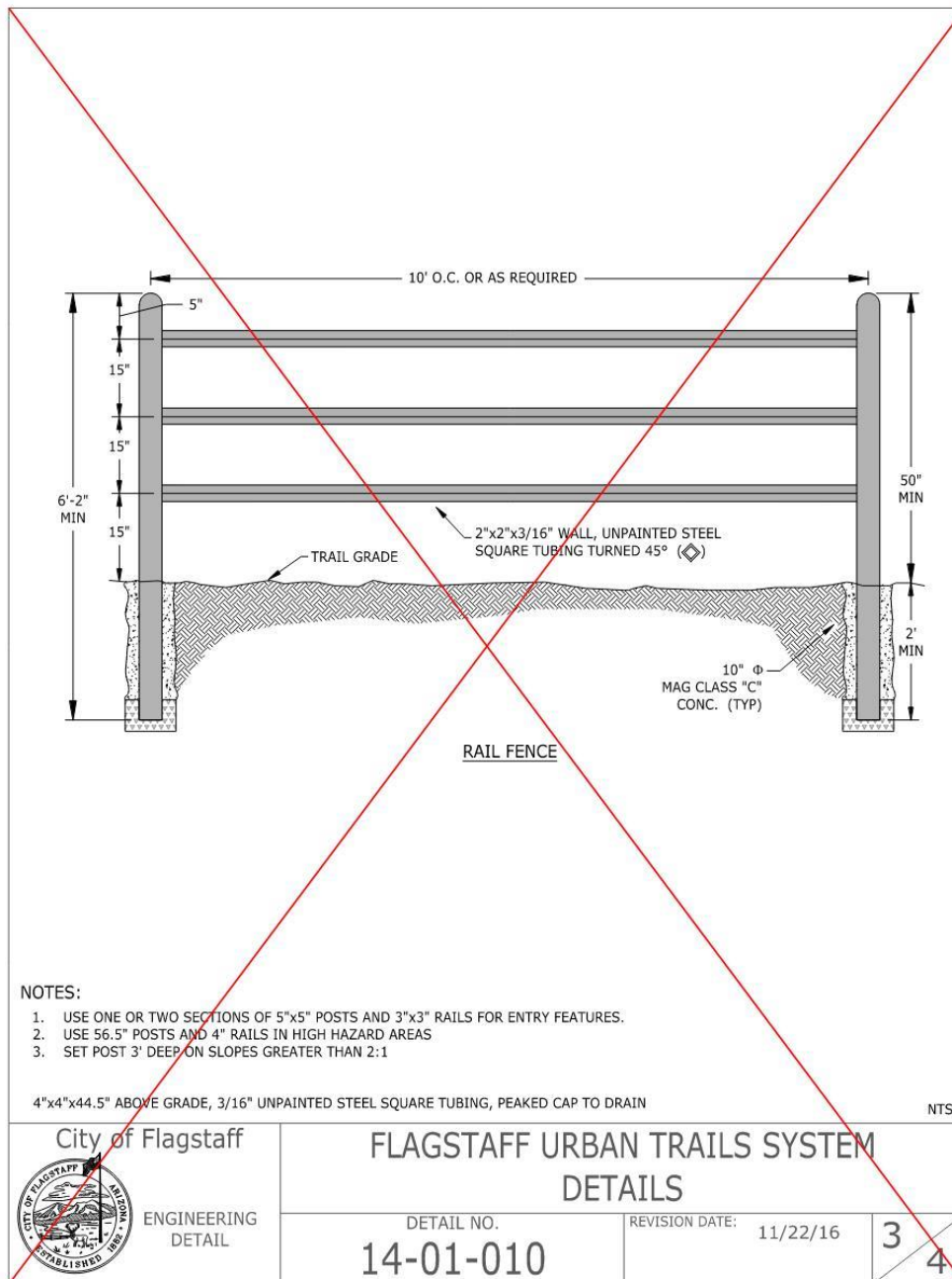


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

AGGREGATE SURFACE MATERIAL (FOR UNPAVED SECTION):

- HERBICIDE SHALL BE SURFLAN ® OR EQUAL FOR PRE-EMERGENT CONTROL AND ROUNDUP ® FOR POST EMERGENT CONTROL.
- AGGREGATE SURFACE MATERIAL SHALL BE A COLOR COMPATIBLE WITH NATURAL SURROUNDINGS AND ACCEPTABLE TO THE CITY OR COUNTY. WHITE, LIGHT GREY OR OTHER VISUALLY INCOMPATIBLE COLORED AGGREGATES WILL NOT BE ACCEPTED.
- AGGREGATE SURFACE MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF MAG SECTION 702, EXCEPT THAT THE GRADATION SHALL BE AS FOLLOWS:


SIEVE SIZE (SQUARE OPENINGS)	PERCENT BY WEIGHT PASSING SIEVE
1"	100
3/4"	96-100
1/2"	85-99
3/8"	79-98
No. 4	68-87
No. 8	52-74
No. 30	27-50
No. 100	16-33
No. 200	13-27

- HERBICIDES SHALL BE MIXED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR NON-CROP LAND USE. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO THE SUBGRADE SURFACE AT A RATIO OF 1.5 GALLONS TO 100 GALLONS OF WATER PER ACRE. CARE SHALL BE GIVEN TO CONTAINING THE HERBICIDES TO THE FUTS TRAIL LIMITS ONLY. THE AGGREGATE SURFACE MATERIAL SHALL BE TREATED WITH LIGNIN SULFONATE IN ACCORDANCE WITH MAG SPECIFICATION 792.2
- HERBICIDES SHALL BE MIXED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR NON-CROP LAND USE. POST EMERGENT HERBICIDES SHALL BE APPLIED TO FUTS TRAIL AFTER THE SUBGRADE HAS BEEN SCARIFIED AND BEFORE SHAPING AND COMPACTING THE BASE. THE POST EMERGENT HERBICIDE SHALL BE APPLIED AT A RATIO OF 1.5 GALLONS OF WATER PER ACRE. CARE SHALL BE GIVEN TO CONTAINING HERBICIDES TO THE FUTS TRAIL LIMITS ONLY.
- LIGNIN SULFONATE SHALL BE DELIVERED TO THE CONTRACTOR IN A CONCENTRATED FORM WITH 50% SPENT SUFLIDE LIQUOR (SSL). THE CONTRACTOR SHALL FURTHER DILUTE THE LIGNIN SULFONATE WITH AN EQUAL PART OF WATER PRIOR TO SPREADING.
- PLACEMENT OF AGGREGATE SURFACE MATERIAL WITH DILUTED LIGNIN SULFONATE SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS IN OTHER APPROVED METHODS, INCLUDING APPLICATION OF WATER TO THE SUBGRADE AS REQUIRED BY THE MANUFACTURER. THE FUTS TRAIL SHALL RECEIVE A TOTAL APPLICATION OF 0.7 GALLONS PER SQUARE YARD OF 50% SSL AND SHALL BE APPLIED IN THE FOLLOWING MANNER:
 - THE AGGREGATE SURFACE MATERIAL SHALL BE THOROUGHLY MIXED WITH DILUTED LIGNIN SULFONATE AT A RATE OF 0.5 TO 0.6 GALLONS PER SQUARE YARD OF TRAIL.
 - THE CONTRACTOR SHALL APPLY A "TOP SHOT" TO THE FINISHED TRAIL SURFACE BY SURFACE SPRAYING 0.1 TO 0.2 GALLONS OF DILUTED LIGNIN SULFONATE PER SQUARE YARD OF TRAIL NO SOONER THAN 2 DAYS AND NO LATER THAN 3 DAYS AFTER THE PLACEMENT OF THE TREATED AGGREGATE SURFACE COURSE.

NTS

DIRTY CINDER GRADATION SPECIFICATION

SIEVE SIZE (SQUARE OPENINGS)	PERCENT BY WEIGHT PASSING SIEVE
3/4"	90-100
No. 4	58-78
No. 8	37-67
No. 30	13-35
No. 100	4-15
No. 200	0-12



City of Flagstaff

ENGINEERING
DETAIL

**FLAGSTAFF URBAN TRAILS SYSTEM
DETAILS**

DETAIL NO.
14-01-010

REVISION DATE: 11/22/16

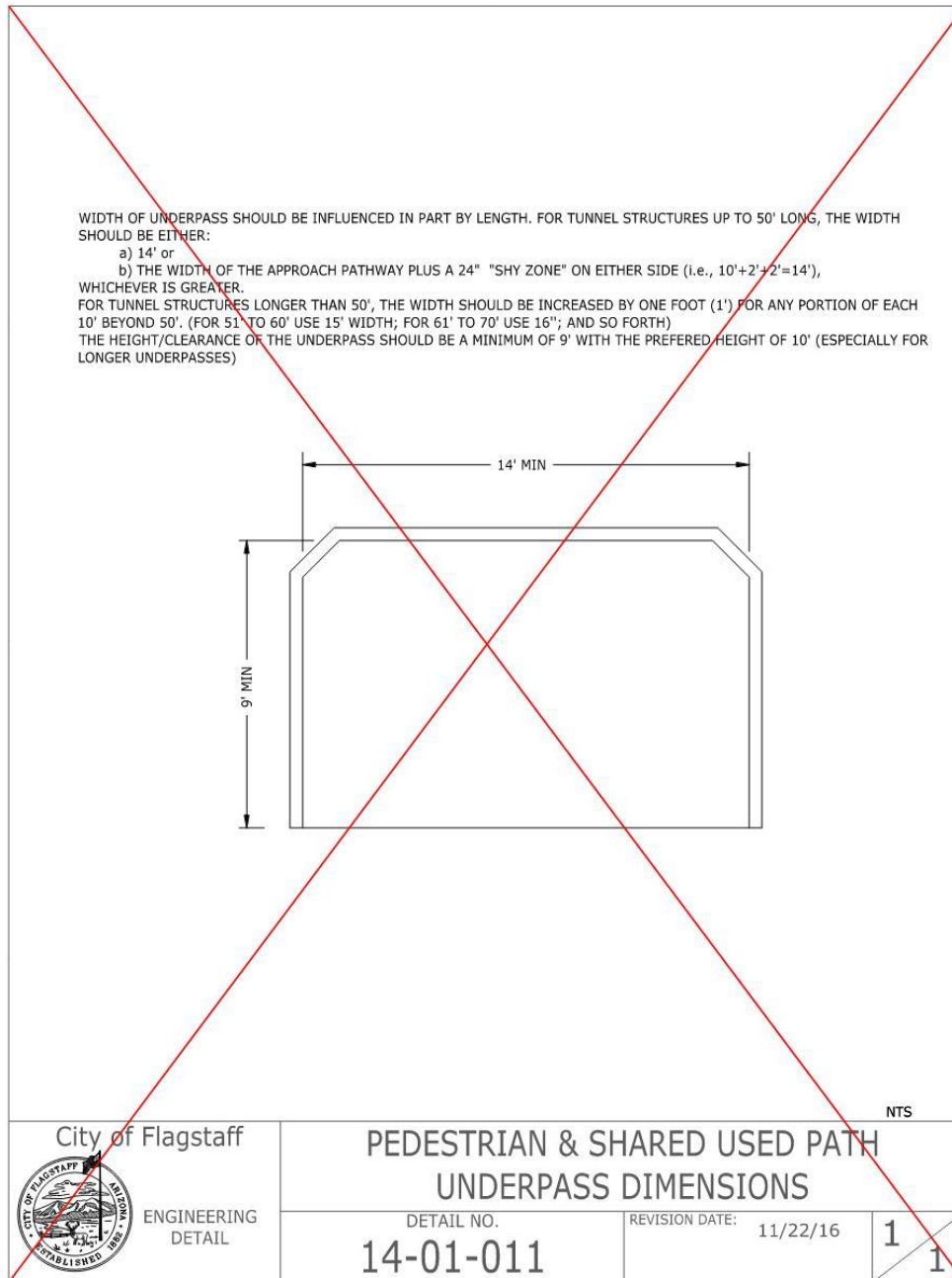
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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

14-01-011: Pedestrian and Shared Use Path Underpass Dimensions

Section 68. Delete Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-01-011: Pedestrian and Shared Use Path Underpass Dimensions

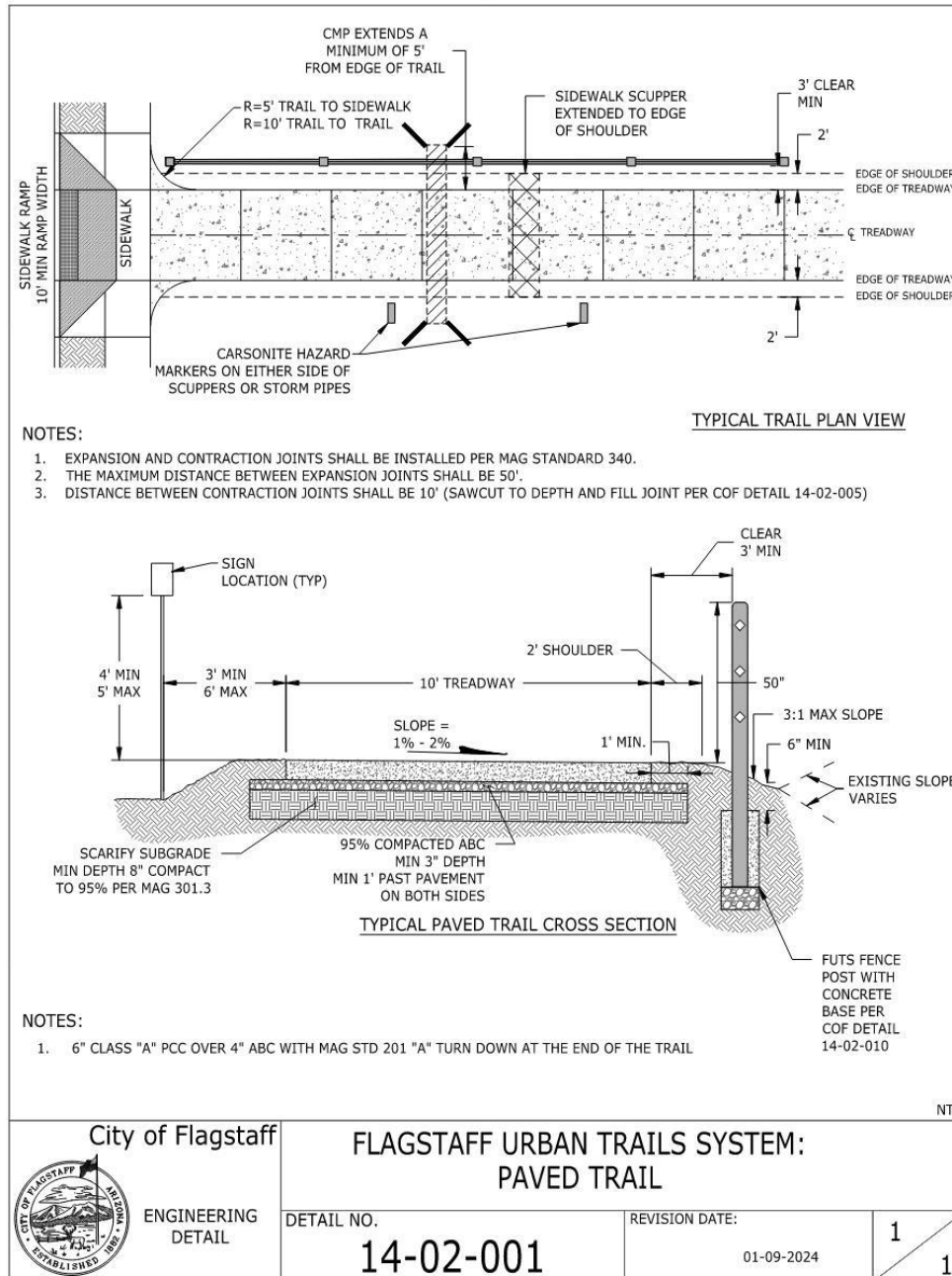


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

14-02-001: Flagstaff Urban Trails System: Paved Trail

Section 69. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-02-001: Flagstaff Urban Trails System: Paved Trail, to read as follows:

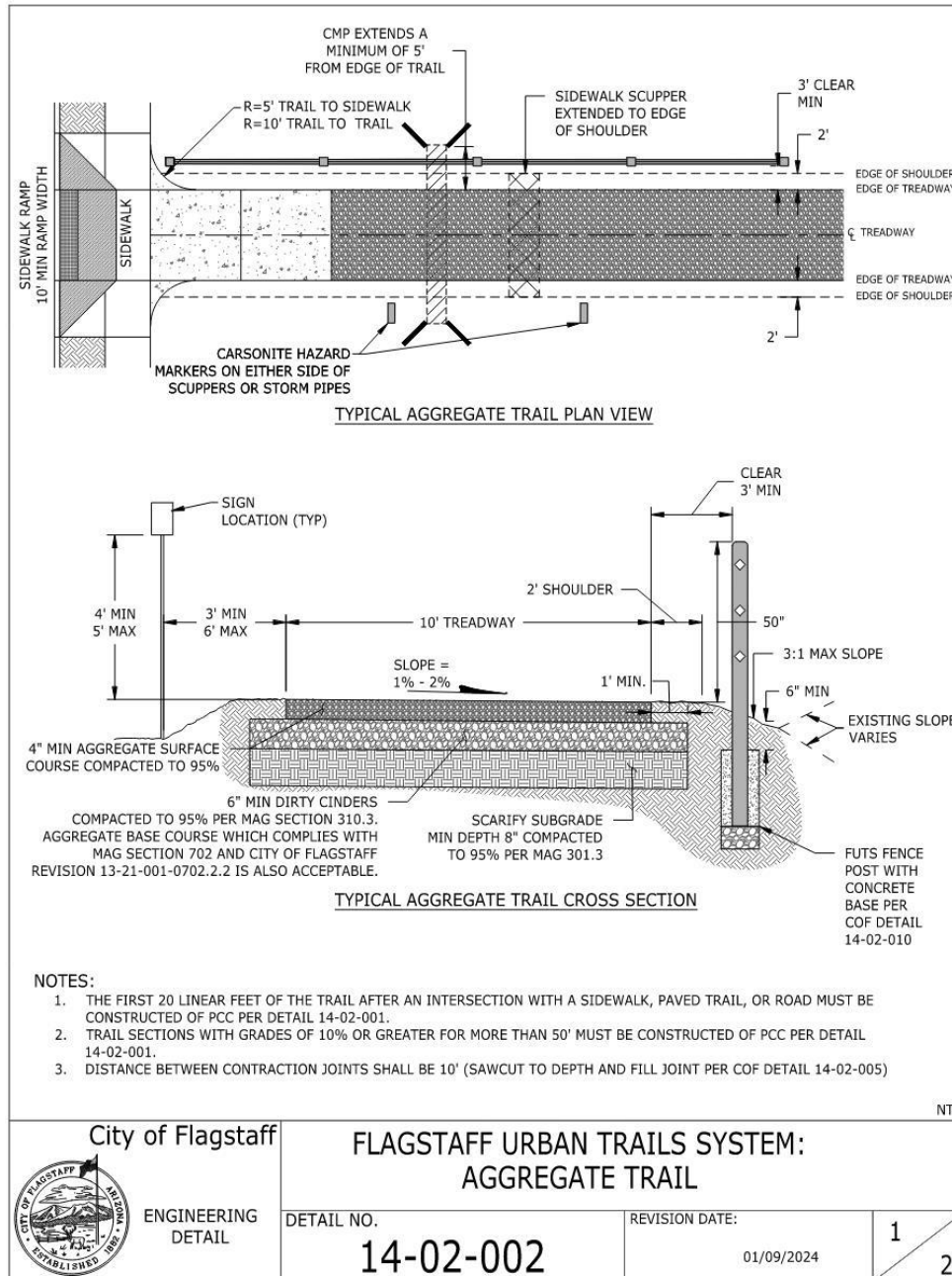


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

14-02-002: Flagstaff Urban Trails System: Aggregate Trail

Section 70. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-02-002: Flagstaff Urban Trails System: Aggregate Trail, to read as follows:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

AGGREGATE SURFACE MATERIAL (FOR UNPAVED SECTION):

1. AGGREGATE SURFACE MATERIAL SHALL BE A COLOR COMPATIBLE WITH NATURAL SURROUNDINGS AND ACCEPTABLE TO THE CITY OR COUNTY. WHITE, LIGHT GREY OR OTHER VISUALLY INCOMPATIBLE COLORED AGGREGATES WILL NOT BE ACCEPTED.
2. AGGREGATE SURFACE MATERIAL SHALL HAVE A PLASTICITY INDEX OF 5-12, AND THE GRADATION SHALL BE AS FOLLOWS:

SIEVE SIZE (SQUARE OPENINGS)	PERCENT BY WEIGHT PASSING SIEVE
1/4"	100
No. 4	90 - 100
No. 8	65 - 95
No. 10	60 - 80
No. 16	45 - 75
No. 30	35 - 60
No. 40	30 - 40
No. 50	25 - 40
No. 100	20 - 30
No. 200	12 - 23

3. DIRTY CINDERS SHALL COMPLY WITH MAG SECTION 702 AND CITY OF FLAGSTAFF MODIFICATION 13-21-001-0702.2.2, EXCEPT THAT THE LOS ANGELES ABRASION REQUIREMENT IS WAIVED.
4. HERBICIDE SHALL BE SURFLAN ® OR APPROVED EQUAL FOR PRE-EMERGENT CONTROL AND ORGANIC, NON-GLYPHOSATE PRODUCT FOR POST-EMERGENT CONTROL.
5. HERBICIDES SHALL BE MIXED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR NON-CROP LAND USE. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO THE SUBGRADE SURFACE AT A RATIO OF 1.5 GALLONS TO 100 GALLONS OF WATER PER ACRE. CARE SHALL BE GIVEN TO CONTAINING THE HERBICIDES TO THE FUTS TRAIL LIMITS ONLY.
6. HERBICIDES SHALL BE MIXED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR NON-CROP LAND USE. POST EMERGENT HERBICIDES SHALL BE APPLIED TO FUTS TRAIL AFTER THE SUBGRADE HAS BEEN SCARIFIED AND BEFORE SHAPING AND COMPACTING THE BASE. THE POST EMERGENT HERBICIDE SHALL BE APPLIED AT A RATIO OF 1.5 GALLONS OF WATER PER ACRE. CARE SHALL BE GIVEN TO CONTAINING HERBICIDES TO THE FUTS TRAIL LIMITS ONLY.

NTS

 <p>City of Flagstaff ENGINEERING DETAIL</p>	<p>FLAGSTAFF URBAN TRAILS SYSTEM: AGGREGATE TRAIL SURFACE MATERIAL</p>	
	<p>DETAIL NO. 14-02-002</p>	<p>REVISION DATE: 01/09/2024</p>

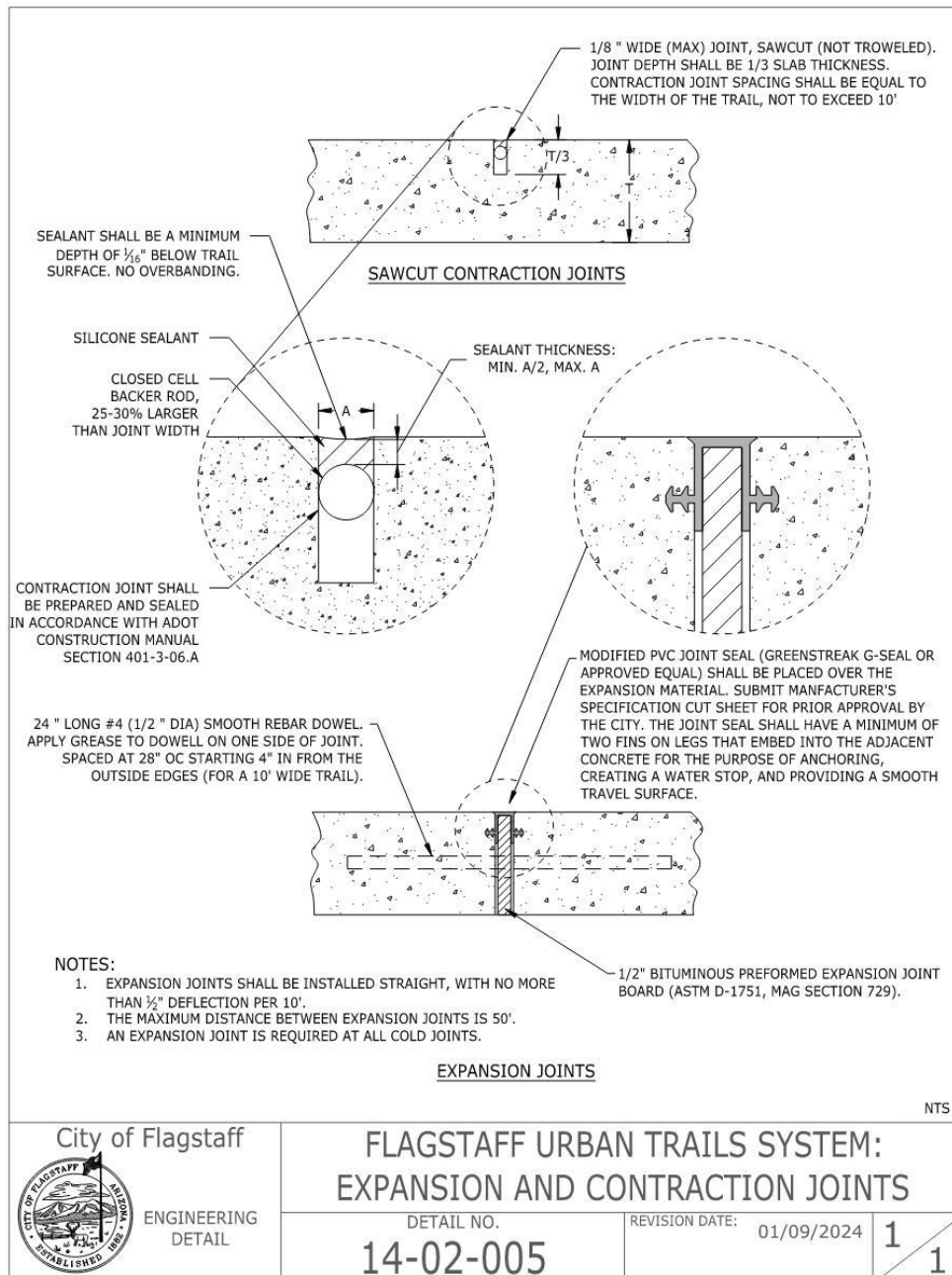
2
2

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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

14-02-005: Flagstaff Urban Trails System: Expansion and Contraction Joints

Section 71. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-02-005: Flagstaff Urban Trails System: Expansion and Contraction Joints, to read as follows:

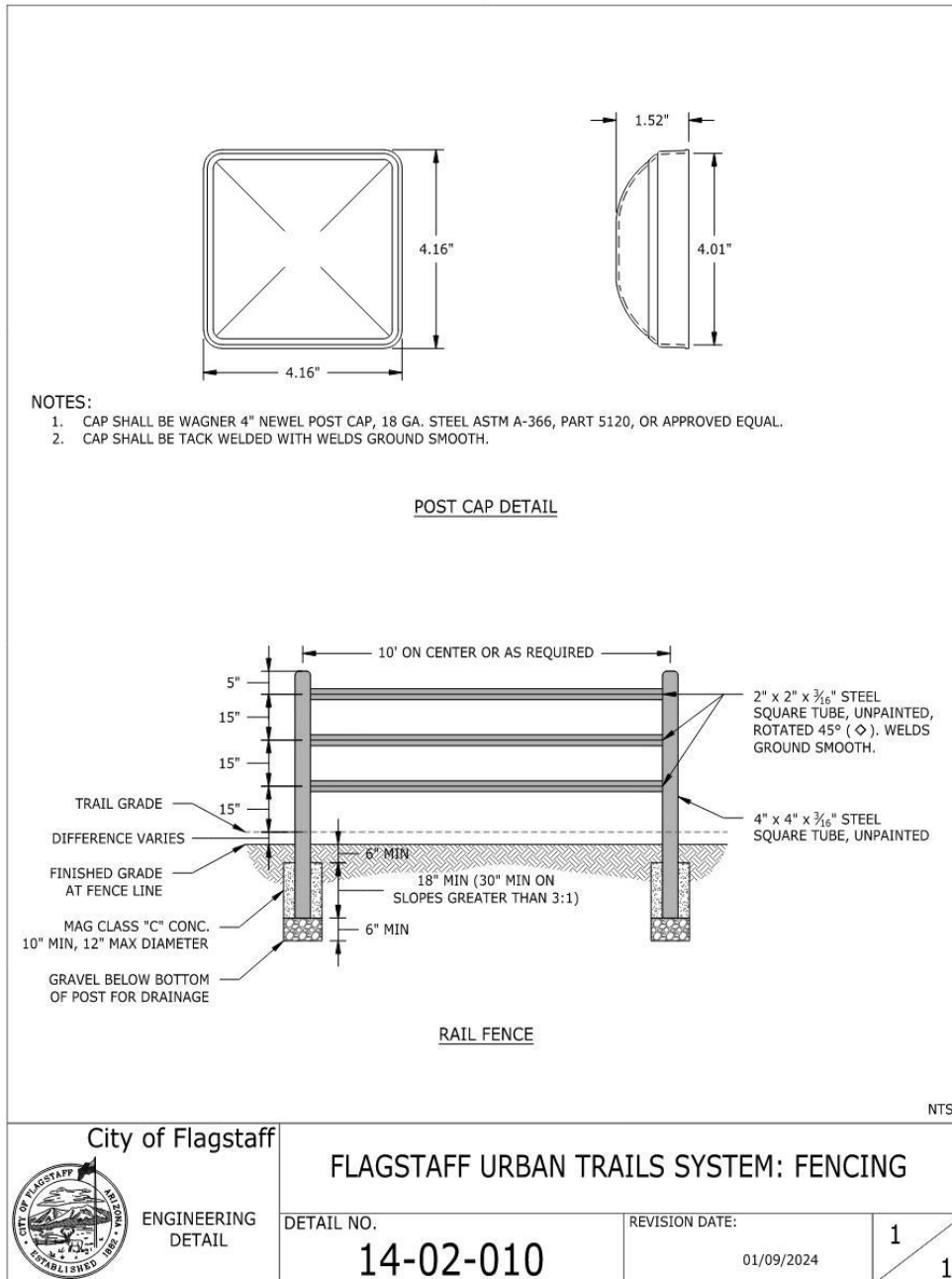


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

14-02-010: Flagstaff Urban Trails System: Fencing

Section 72. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 14-02-010: Flagstaff Urban Trails System: Fencing, to read as follows:

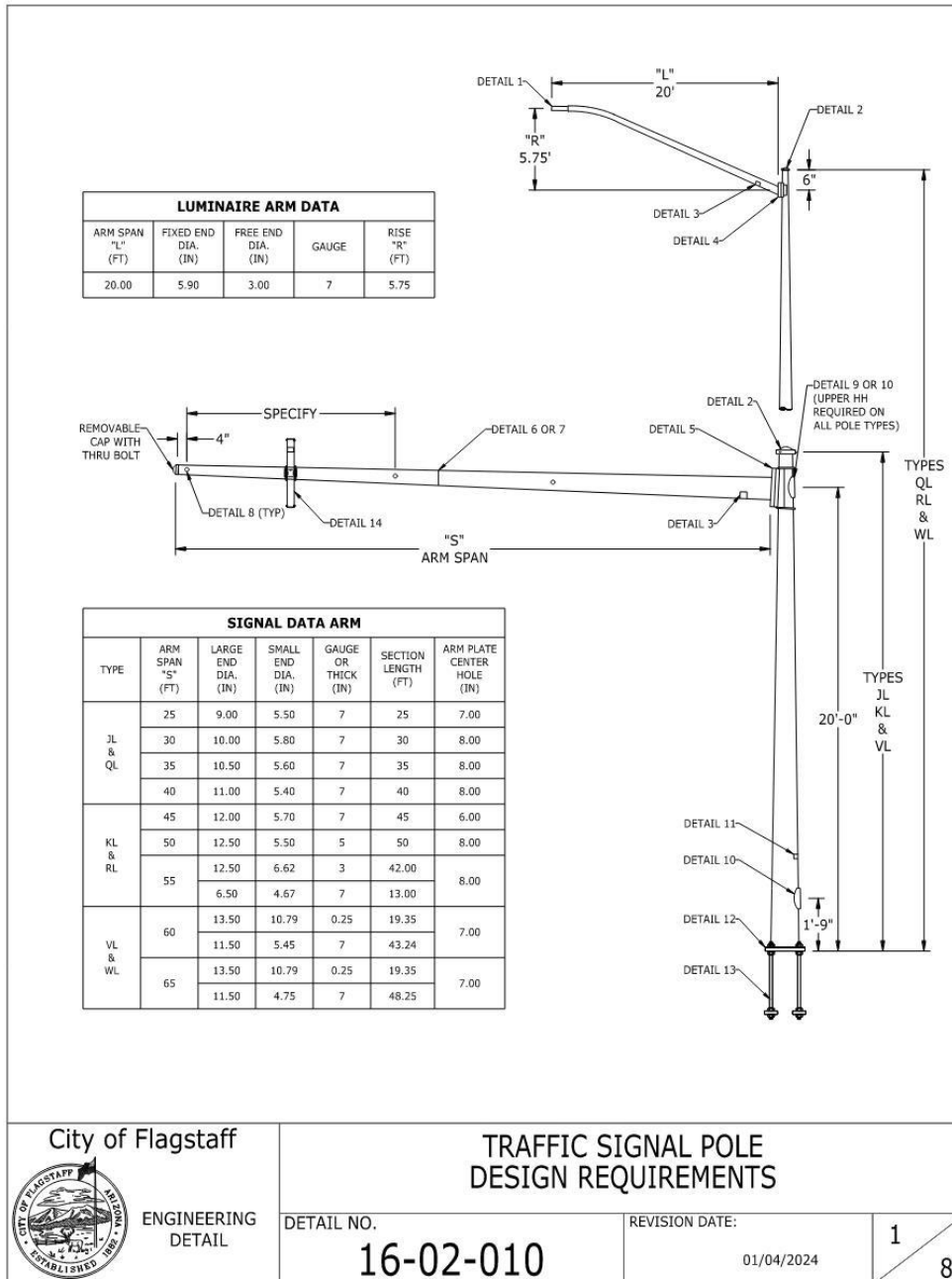


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

16-02-010: Traffic Signal Pole Design

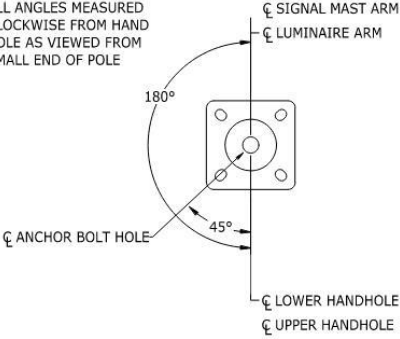
Section 73. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-02-010: Traffic Signal Pole Design, to read as follows:




2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

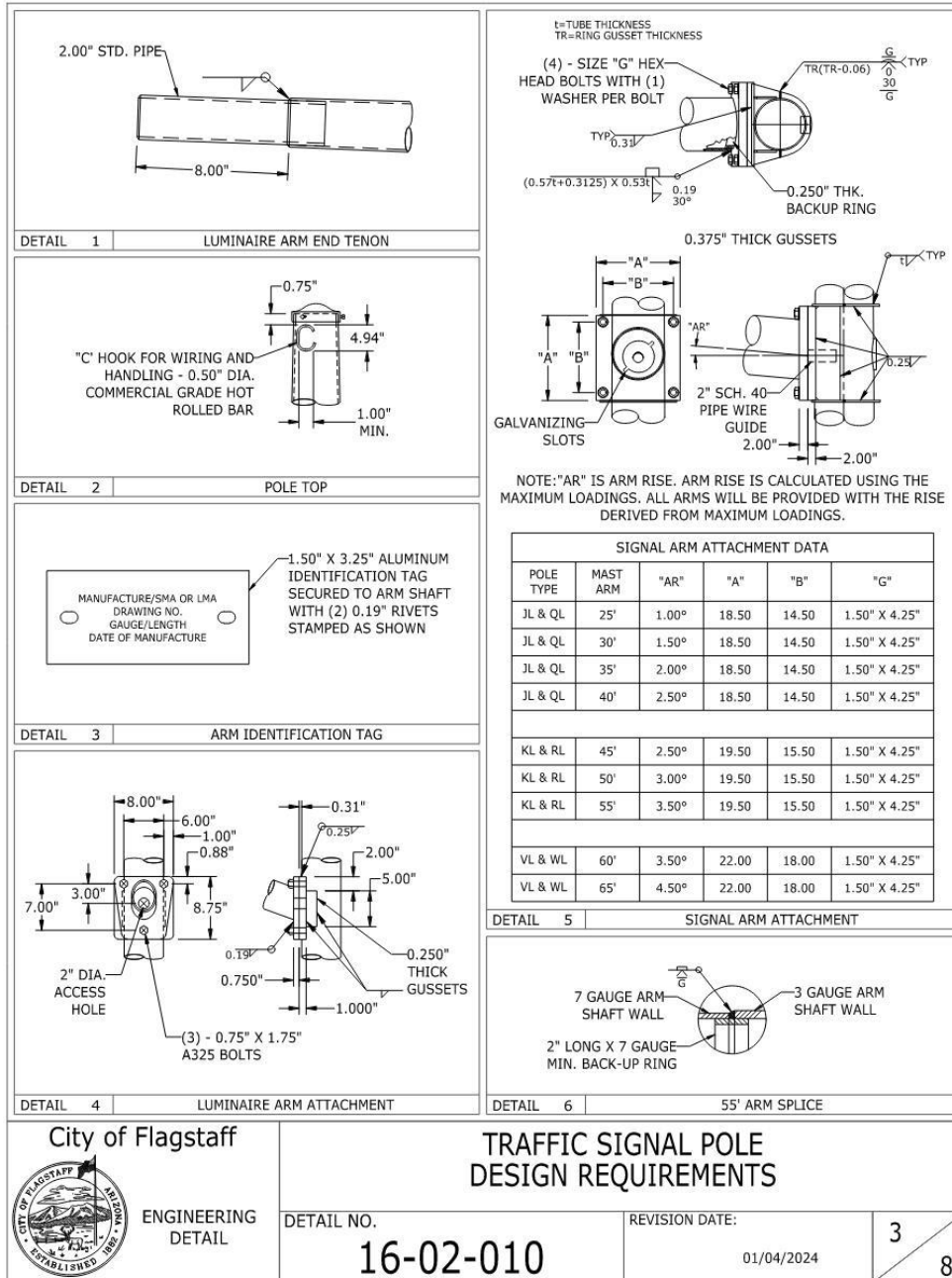
MATERIAL DATA												
COMPONENT	ASTM DESIGNATION	MIN. YIELD (KSI)										
TAPERED TUBES	A595 GR. A OR A572	55										
BASE PLATE	A36	36										
ARM SIMPLEX PLATES	A36	36										
SIGNAL ARM CONNECTING BOLTS	F3125 GR.A325											
LUMINAIRE ARM CONNECTION BOLTS	F3125 GR.A325											
ANCHOR BOLTS	F1554 GR.55	55										
ANCHOR BOLT NUTS	A563 GR. DH											
ANCHOR BOLT WASHERS	F436											
GALVANIZING-HARDWARE	F2329											

POLE, BASE PLATE, ANCHOR BOLT DATA												
POLE TYPE	POLE TUBE				POLE BASE					ANCHOR BOLT		
	LENGTH (FT)	BASE DIA. (IN)	TOP DIA. (IN)	WALL GA/THK	SQUARE "B" (IN)	BOLT CENTER "C" (IN)	CENTER HOLE DIA. (IN)	THK. "D" (IN)	SLOT/HOLE SIZE "Z" (IN)	DIA. (IN)	LENGTH (IN)	PLATE SIZE "e" X "f" X "g" (IN)
JL	21.25	12.50	9.53	3	18.50	18.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
KL	21.25	13.50	10.53	0.313	18.50	18.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
QL	30.00	12.50	8.30	3	18.50	18.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
RL	30.00	13.50	9.30	0.313	18.50	18.00	10.00	2.00	2.25 X 2.75	2.00	70.00	1.50 X 5.50 X 5.50
VL	21.25	16.00	13.03	0.250	23.00	22.00	11.50	2.00	2.25	2.00	70.00	1.50 X 5.50 X 5.50
WL	30.00	16.00	11.80	0.250	23.00	22.00	11.50	2.00	2.25	2.00	70.00	1.50 X 5.50 X 5.50

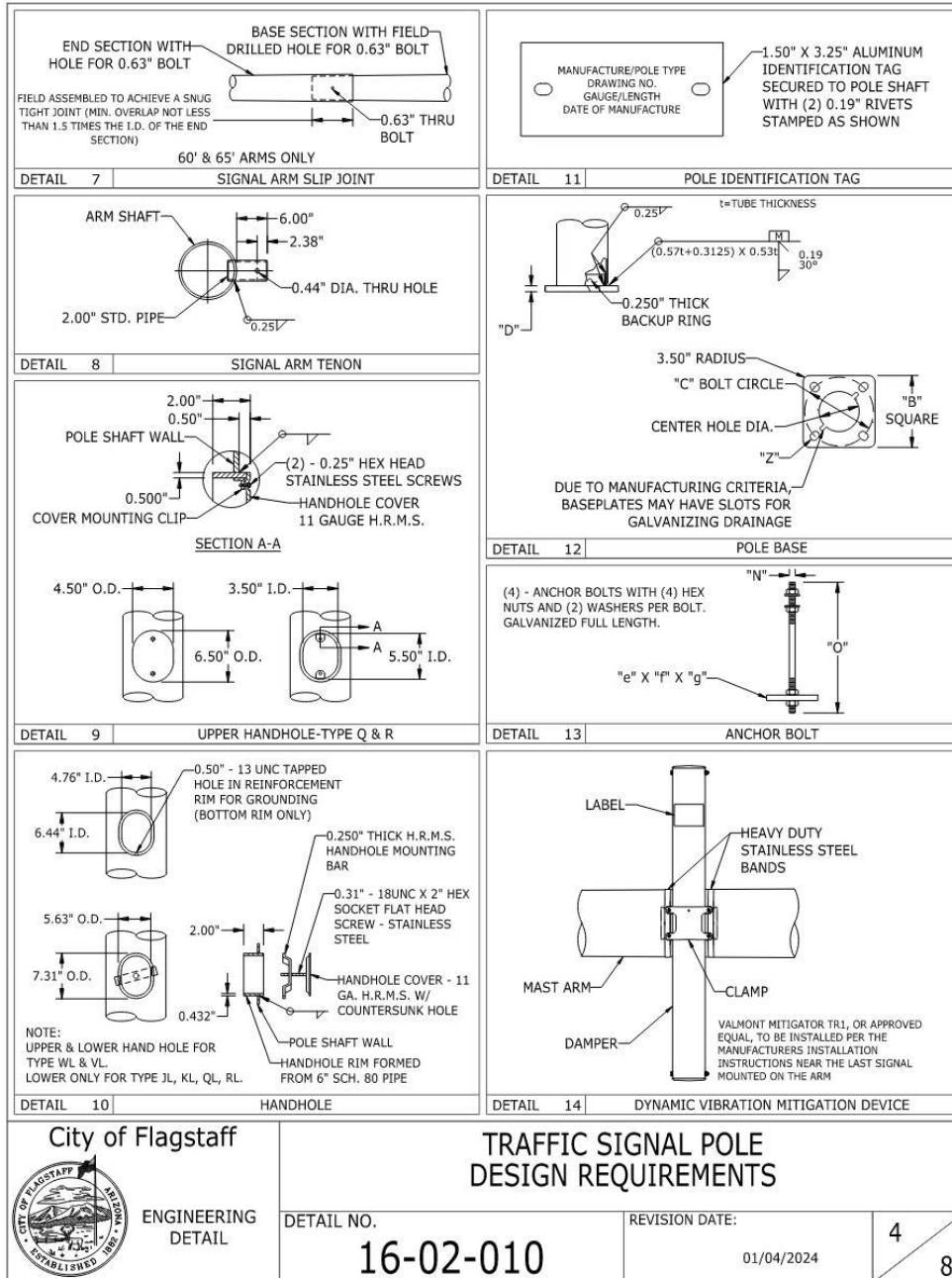
<p>THE MAST ARM TRAFFIC STRUCTURES SHOWN ON THIS DRAWING HAVE BEEN DESIGNED IN ACCORDANCE WITH THE LOADING AND THE ALLOWABLE STRESS REQUIREMENTS OF THE 2013 AASHTO "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS", SIXTH EDITION, LTS-6 WITH 2015 INTERIM REVISIONS. THE WIND LOADS WERE CALCULATED FROM A BASIC WIND VELOCITY OF 90 MPH WITH A RECURRENCE INTERVAL OF 50 YEARS, AND A FATIGUE CATEGORY OF 2. THE FATIGUE LOADS WERE CALCULATED ON THE REQUIREMENTS OF SECTION 11 OF THE CODE, AND THE FOLLOWING DESIGN CONDITIONS:</p> <ol style="list-style-type: none"> 1. STRUCTURES ARE DESIGNED TO RESIST NATURAL WIND GUSTS BASED ON THE YEARLY MEAN WIND VELOCITY OF 11.2 MPH. 2. STRUCTURES ARE NOT DESIGNED TO RESIST GALLOPING-INDUCED CYCLIS LOADS. 3. STRUCTURES ARE DESIGNED FOR TRUCK-INDUCED GUST LOADS, AS REQUIRED BY THE OWNER OF THE STRUCTURES. 	<p>ALL ANGLES MEASURED CLOCKWISE FROM HAND HOLE AS VIEWED FROM SMALL END OF POLE</p>  <p>The diagram shows a top-down view of a square pole base with four anchor bolt holes. A vertical line represents the mast arm, and a horizontal line represents the luminaire arm. Angles are indicated: 180° for the mast arm, 45° for the luminaire arm, and 45° for the anchor bolt hole. The lower handhole and upper handhole are also indicated.</p>
AASHTO 2013 SPECIFICATIONS	RADIAL INDEX

 <p>City of Flagstaff</p>	<p>TRAFFIC SIGNAL POLE DESIGN REQUIREMENTS</p>
<p>ENGINEERING DETAIL</p>	<p>DETAIL NO. 16-02-010</p>
<p>REVISION DATE: 01/04/2024</p>	<p>2 8</p>

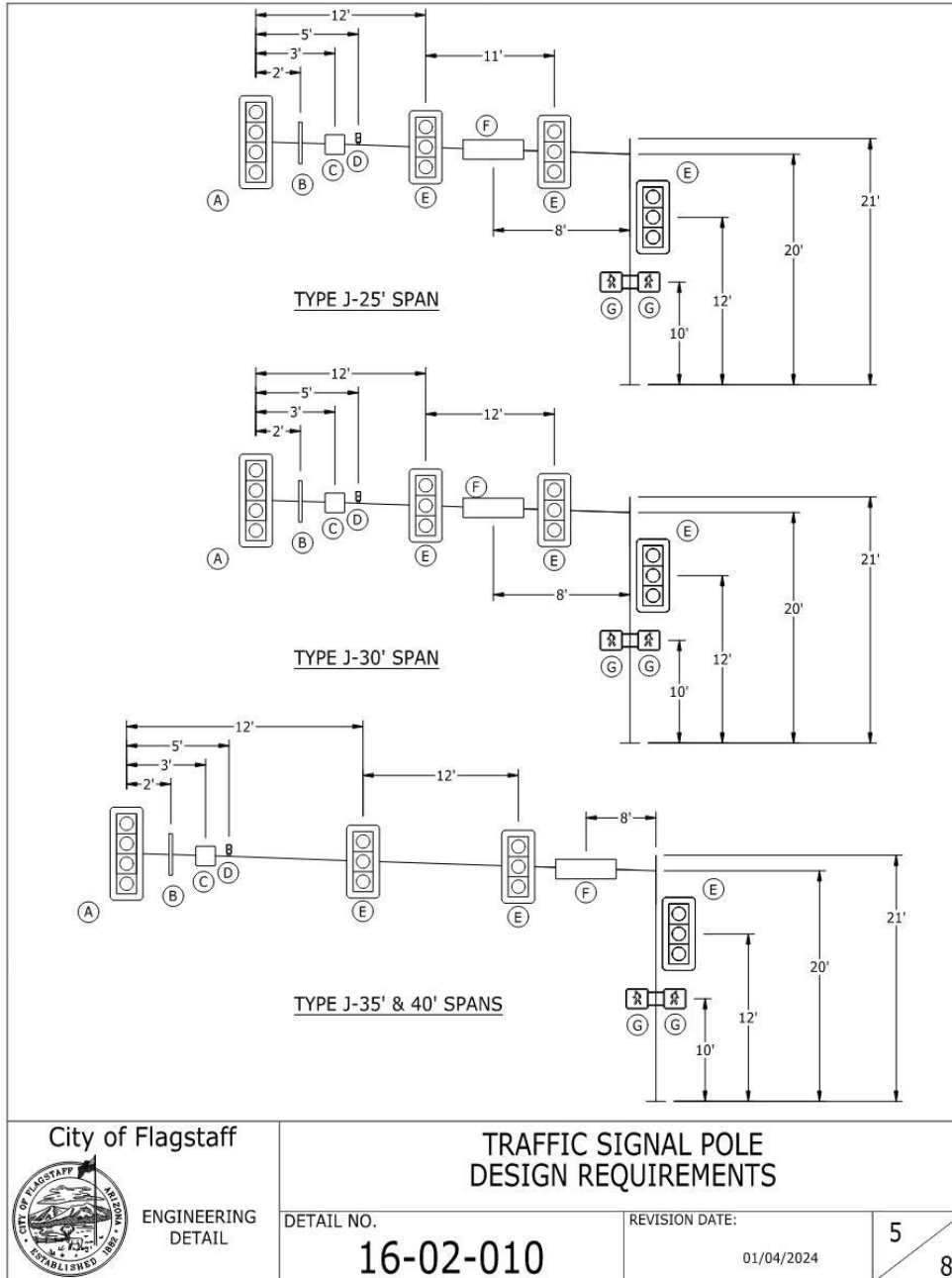
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



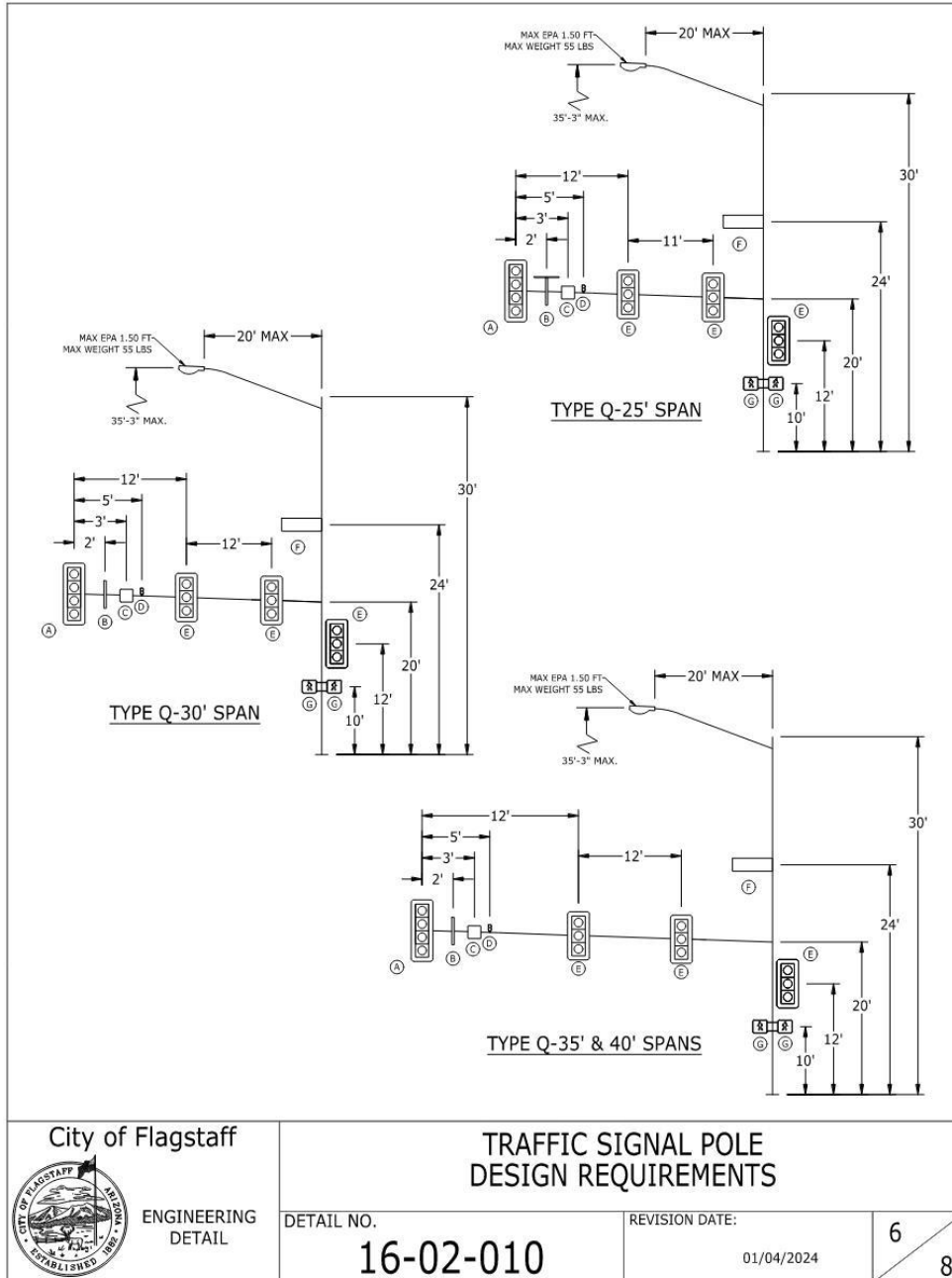
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



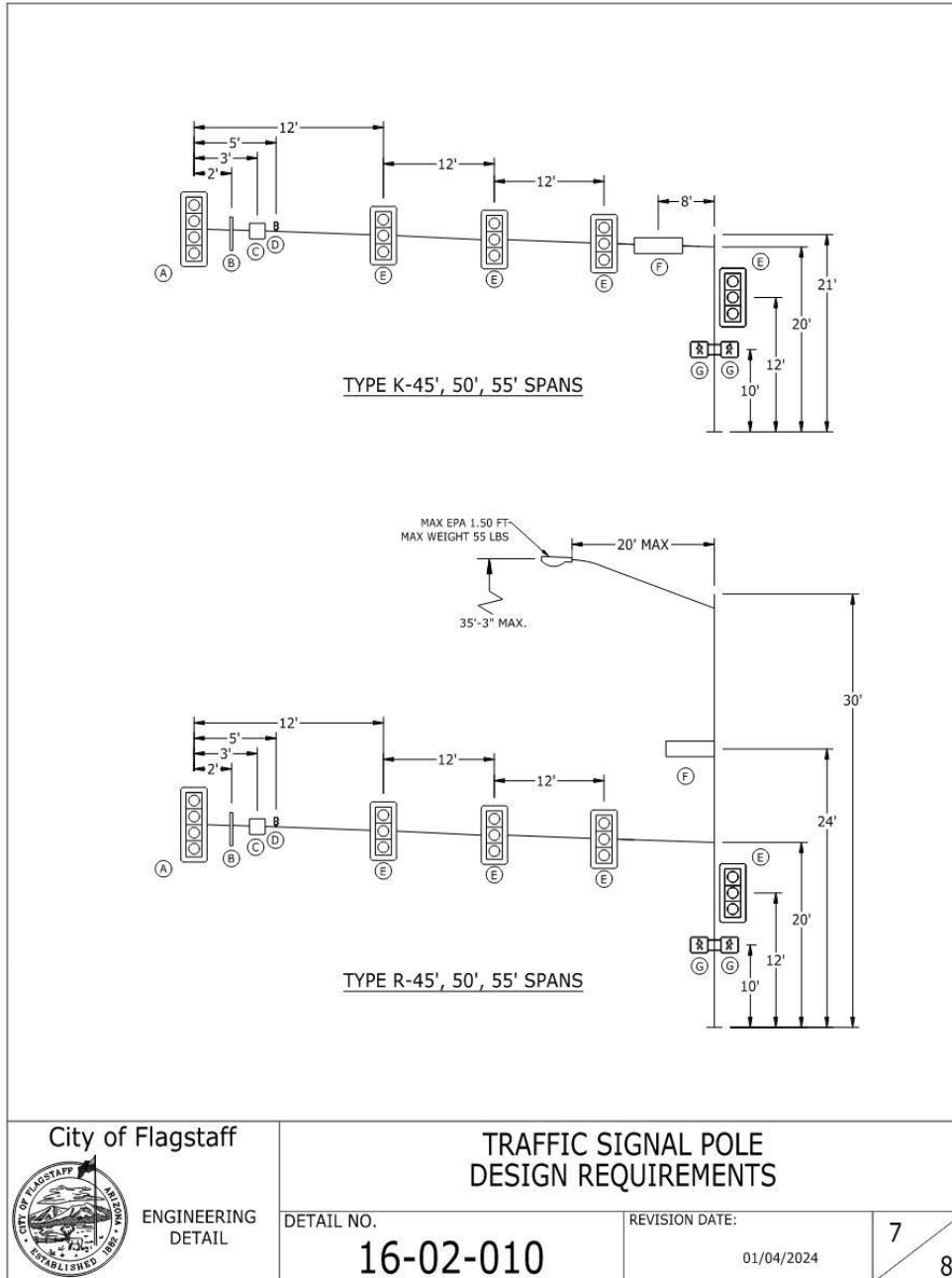
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

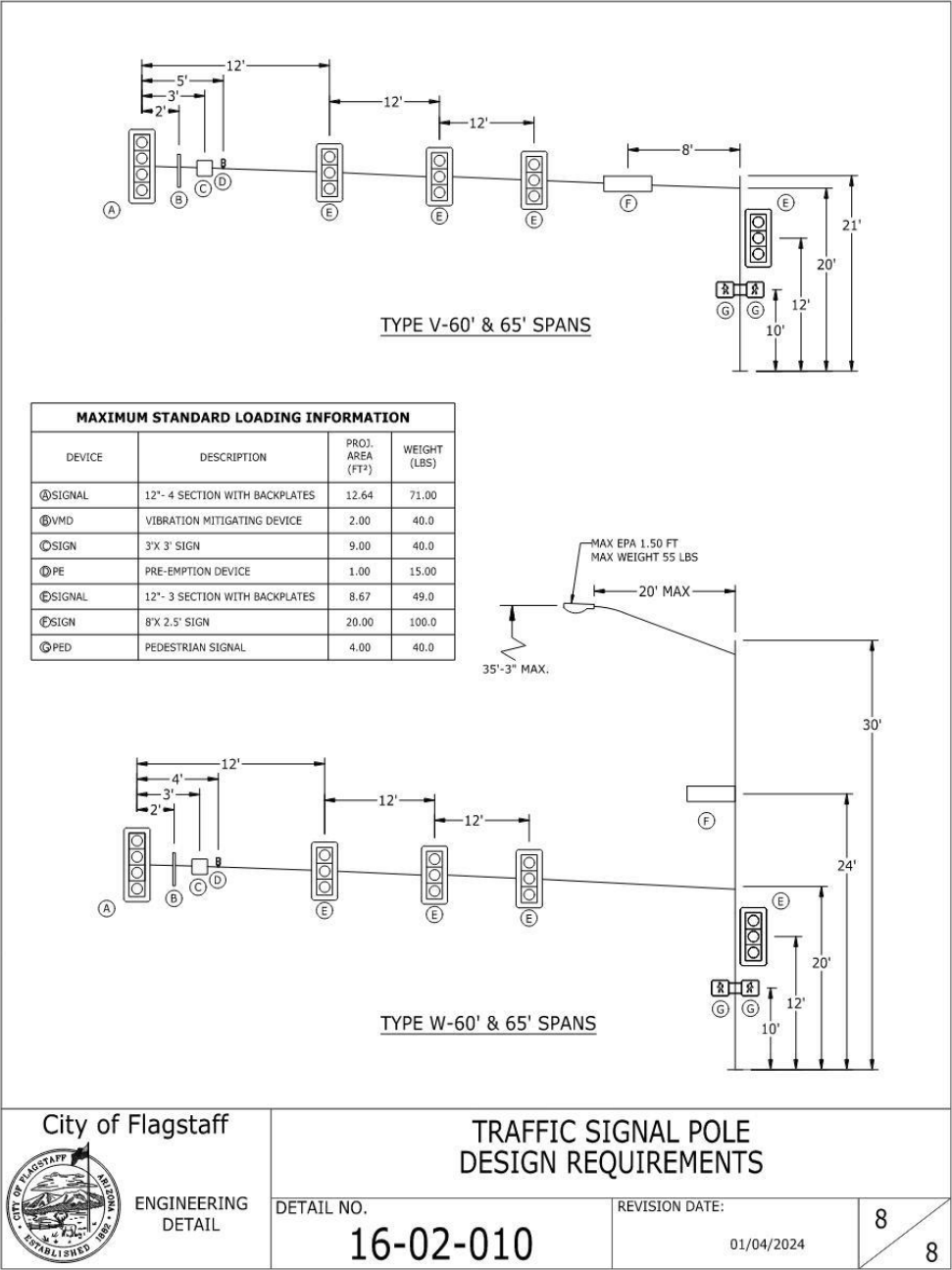


2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

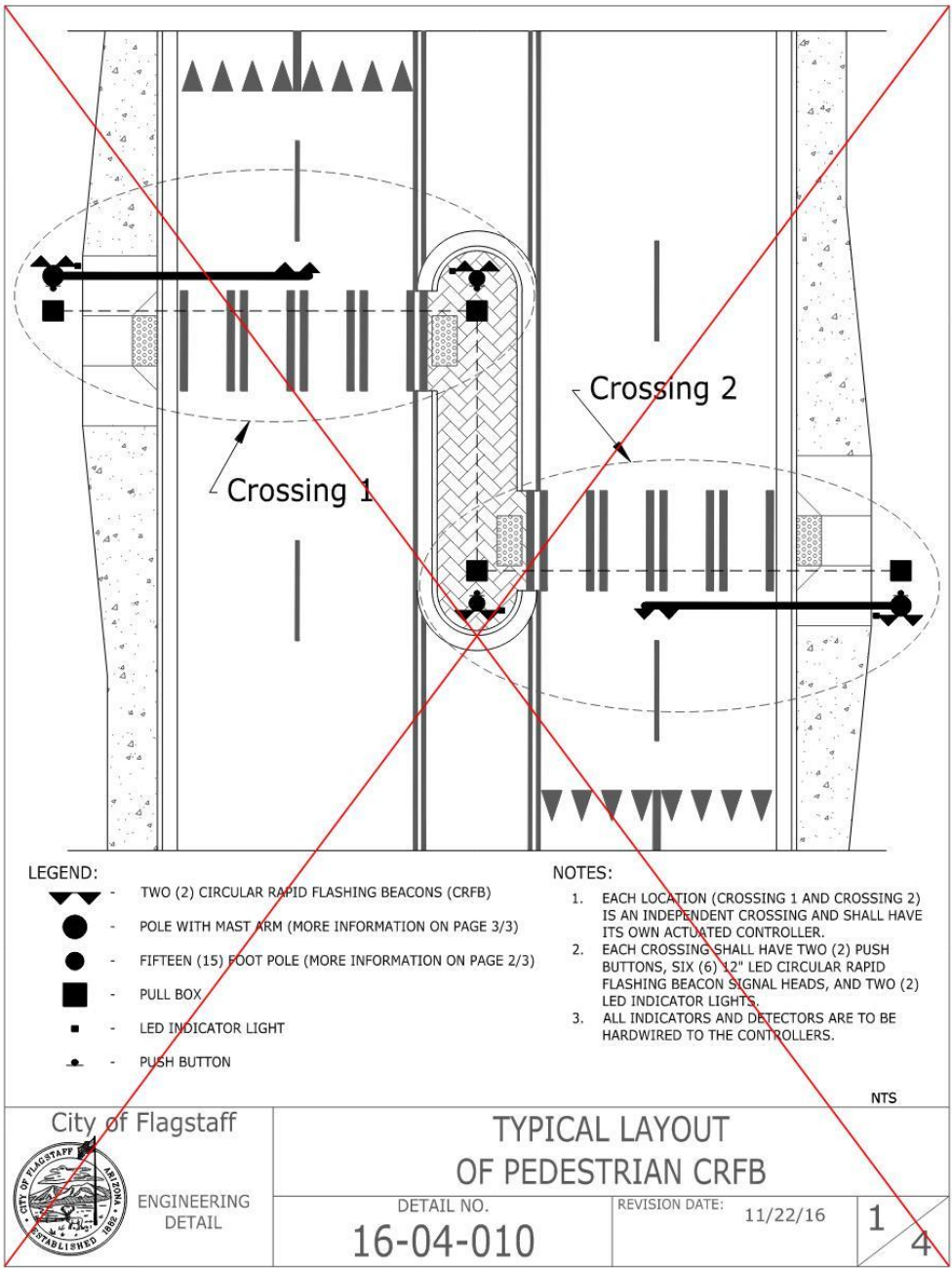




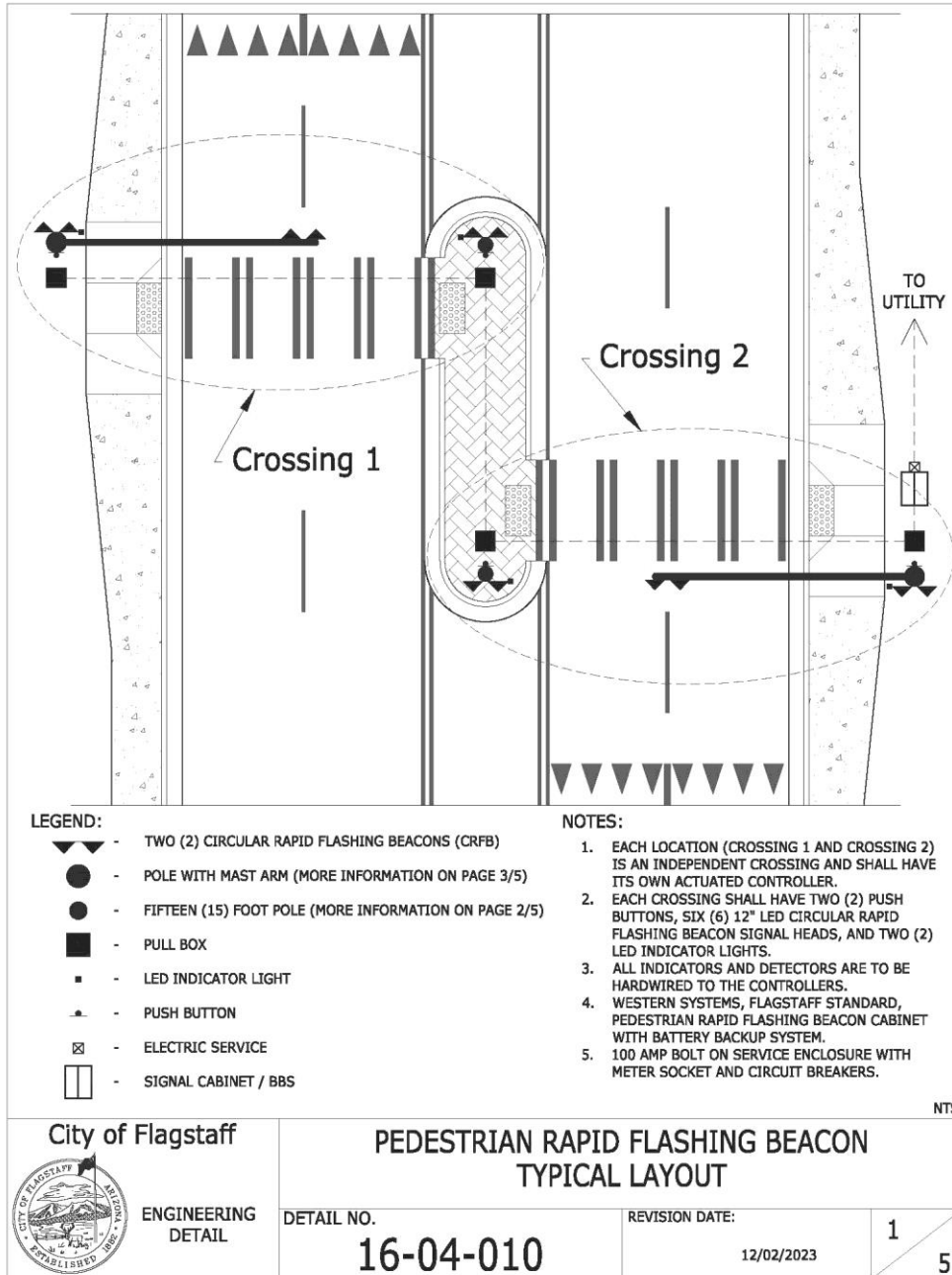
[\(Back to top\)](#)

16-04-010: Pedestrian Rapid Flashing Beacon

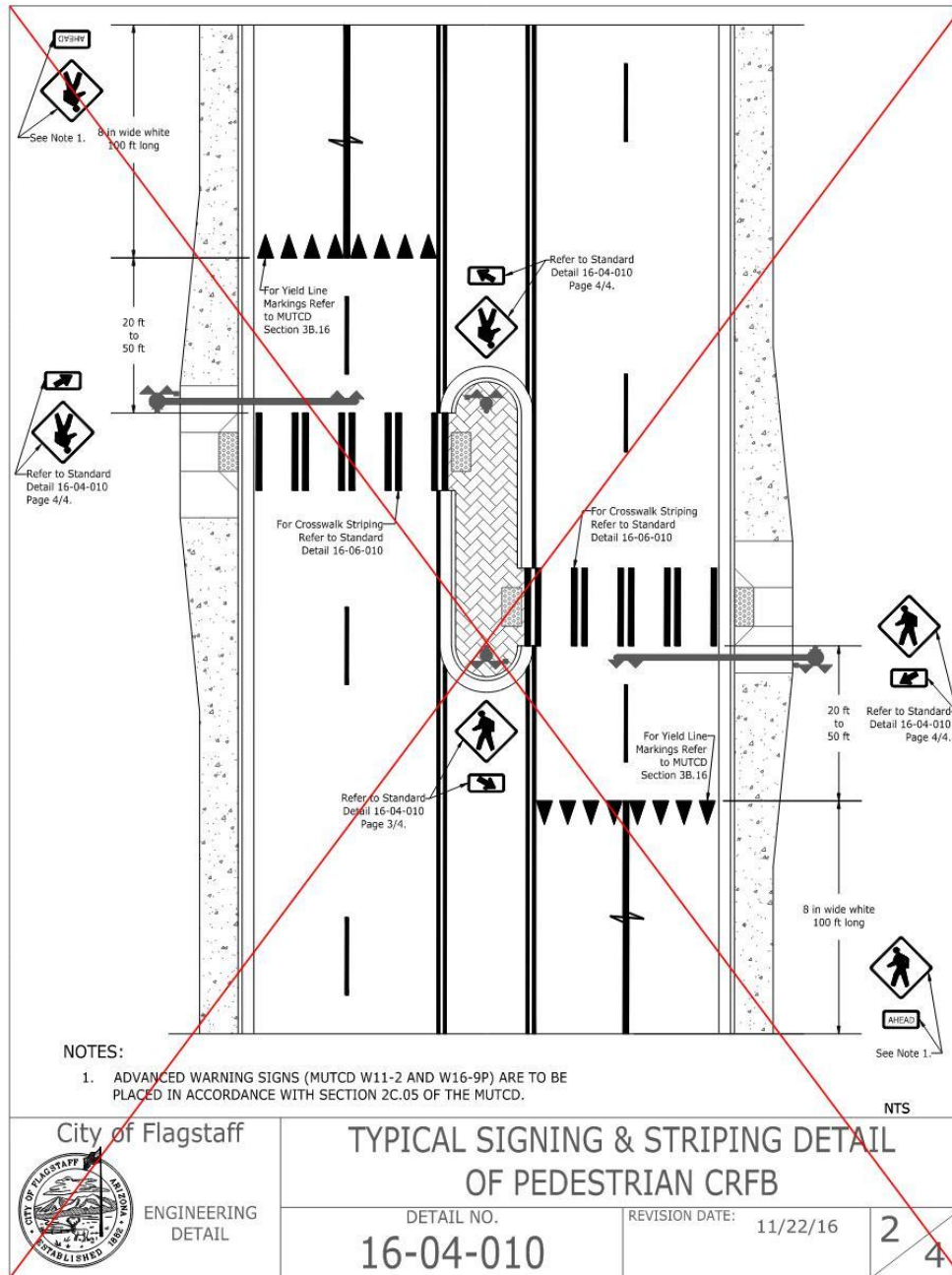
Section 74. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-04-010: Typical Layout of Pedestrian CRFB, delete existing standard drawing 16-04-010 and replace with standard drawing 16-04-010 below:



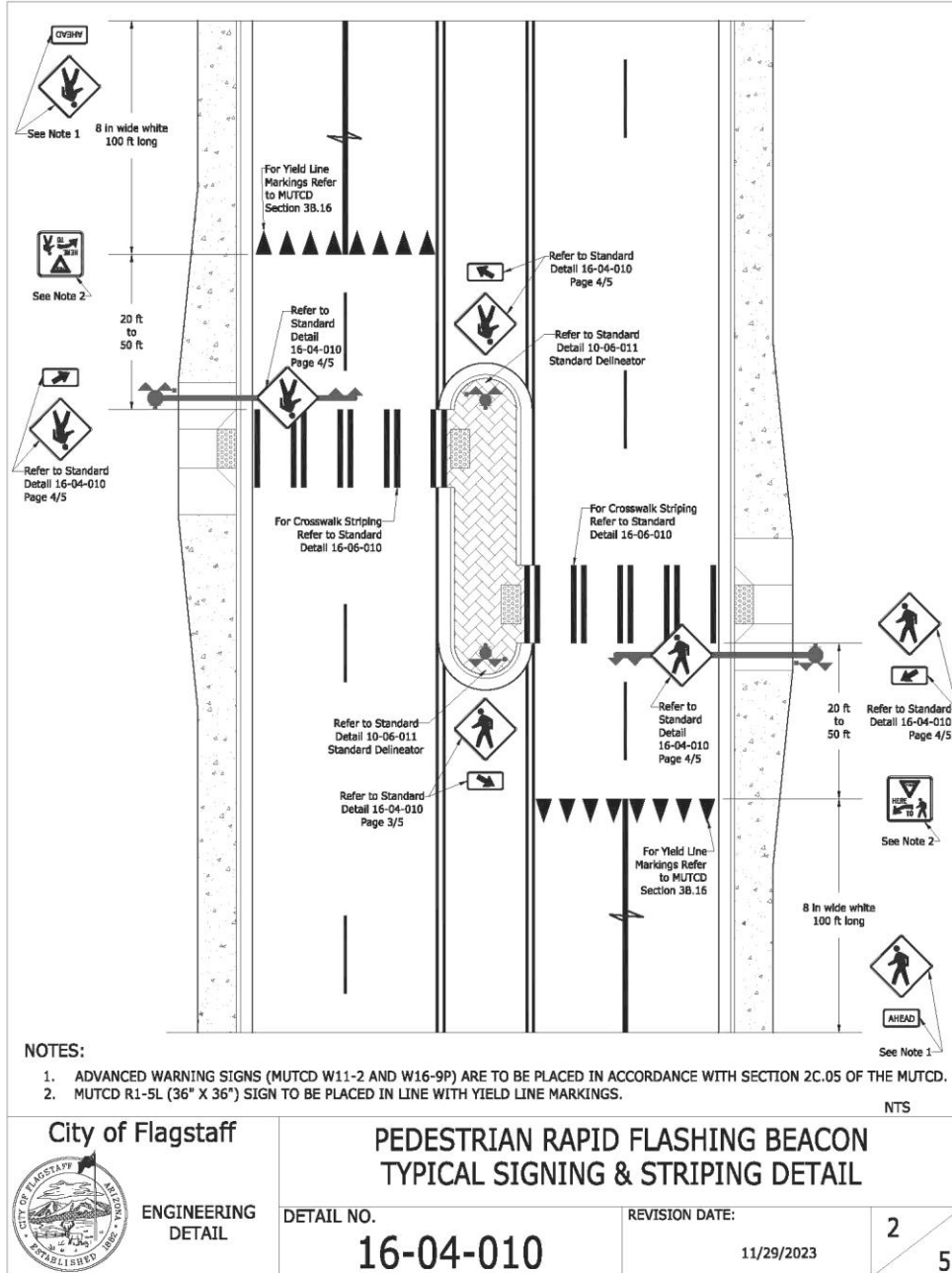
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



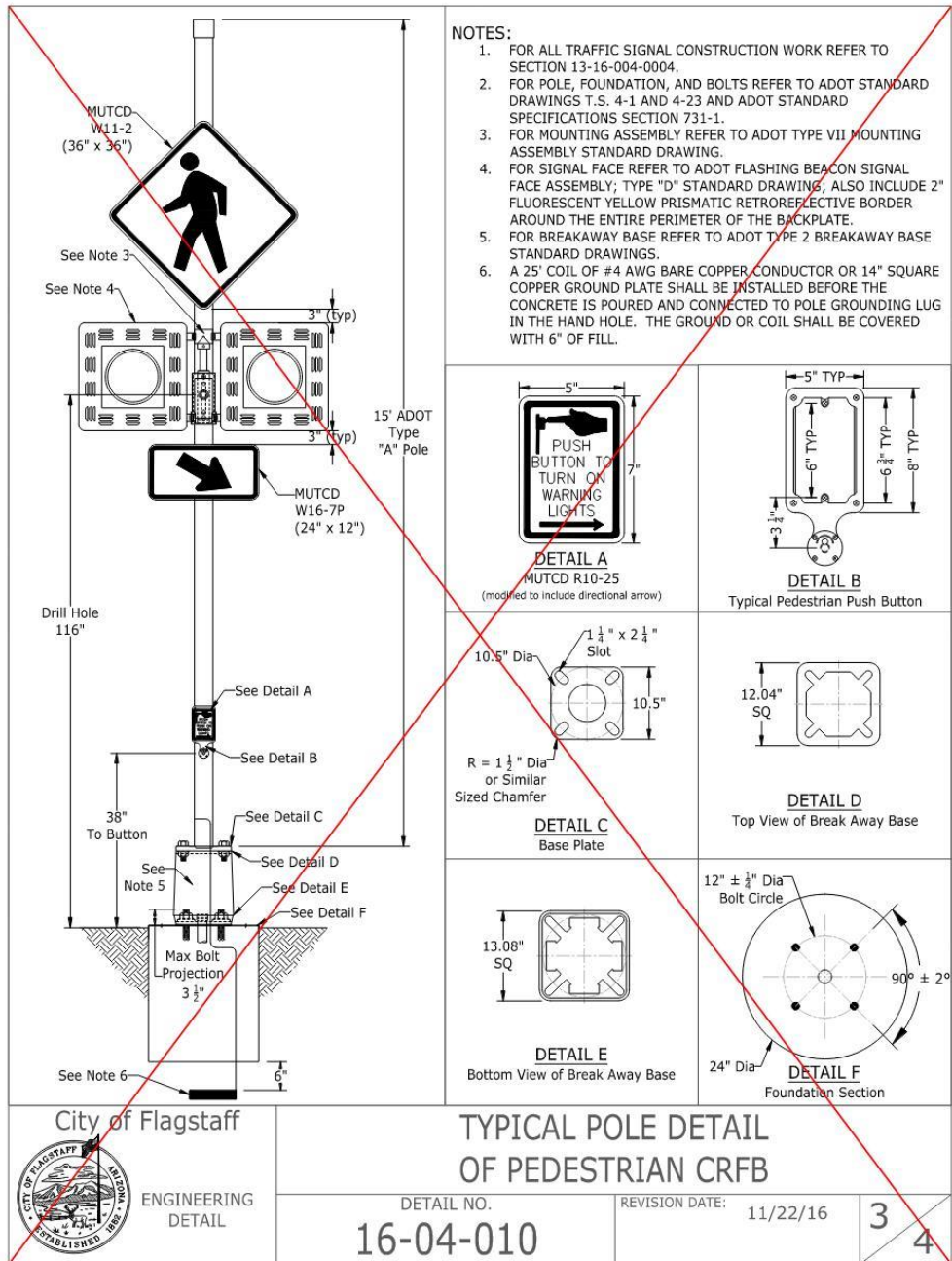
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



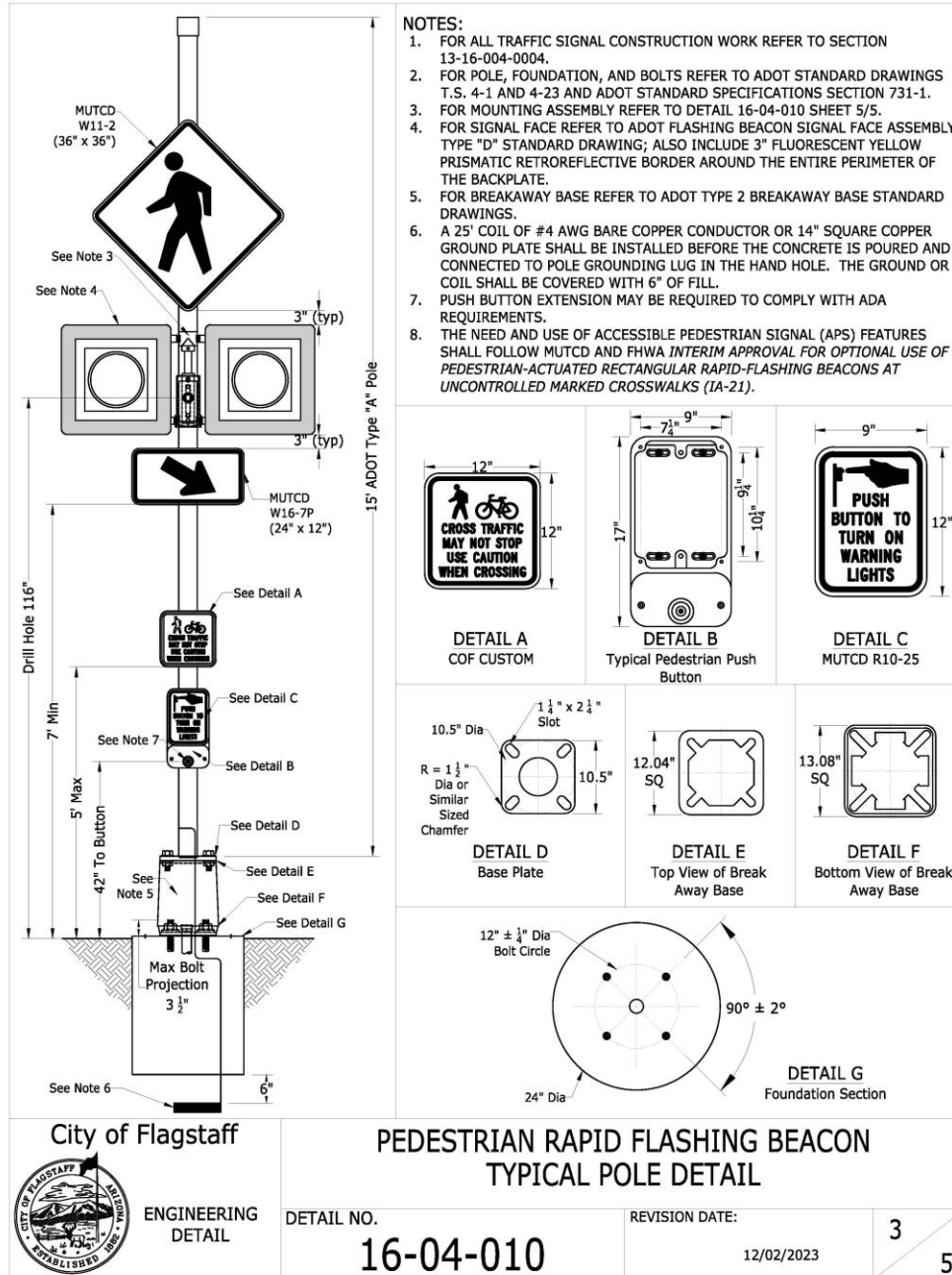
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



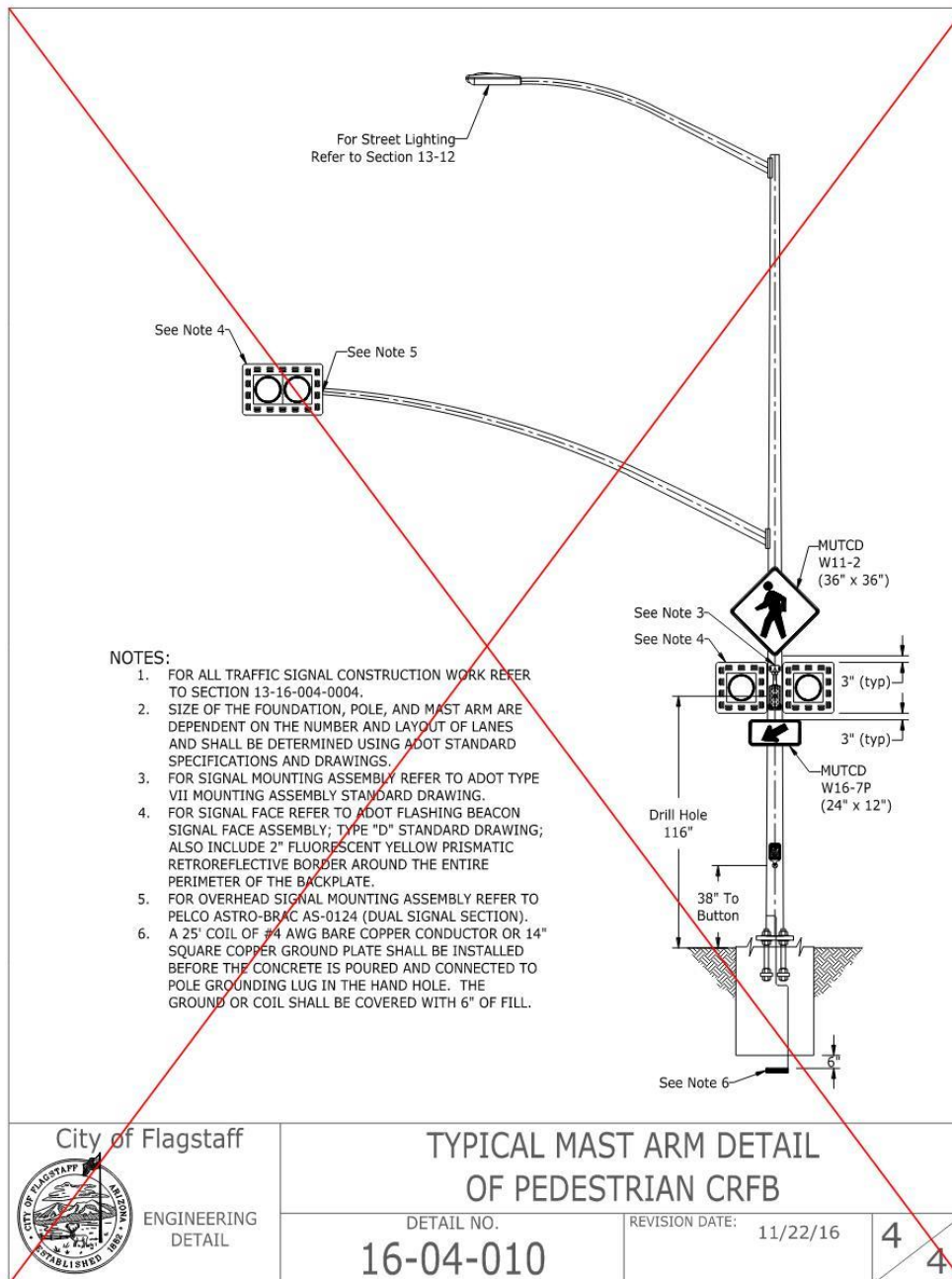
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



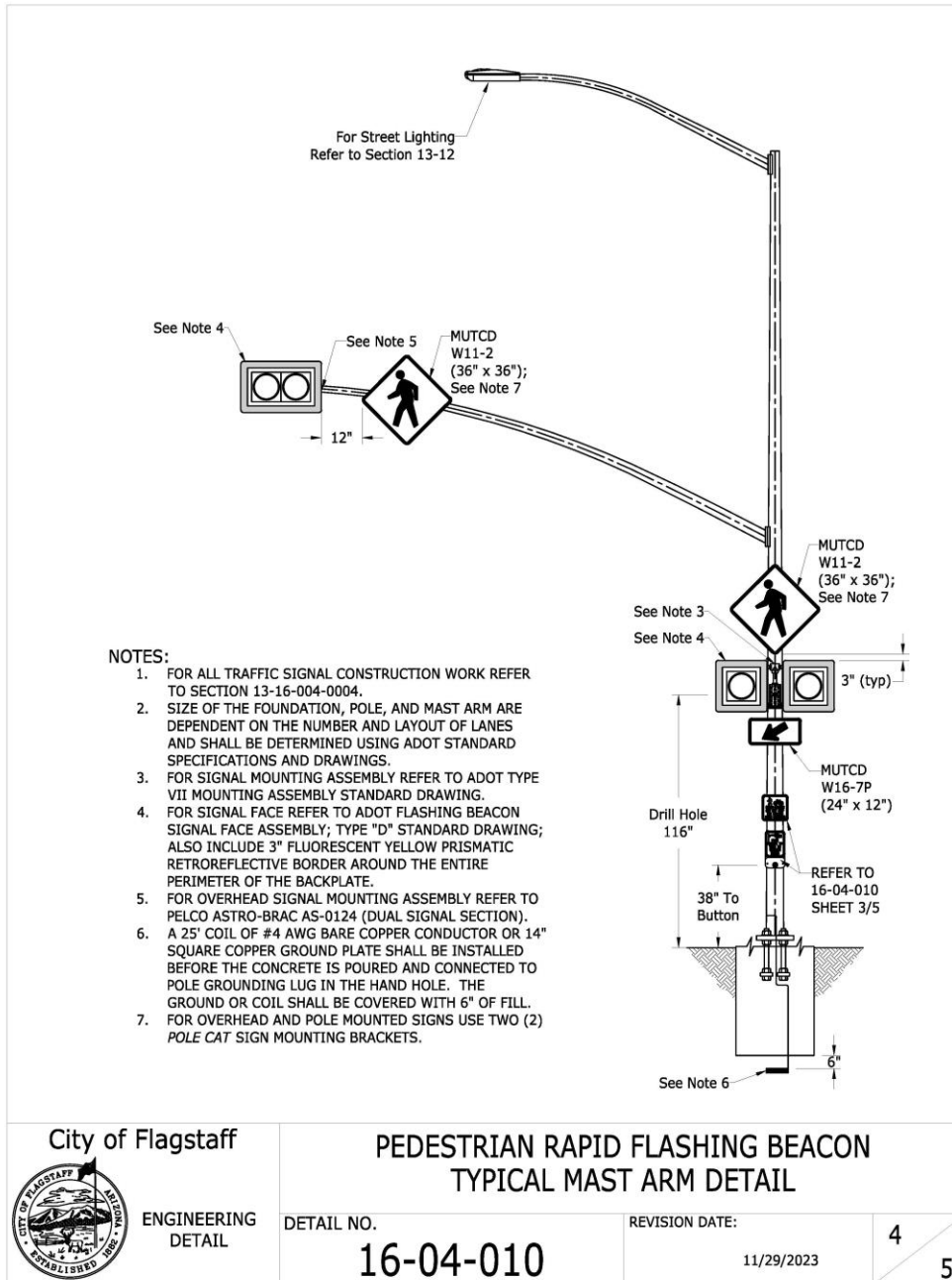
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

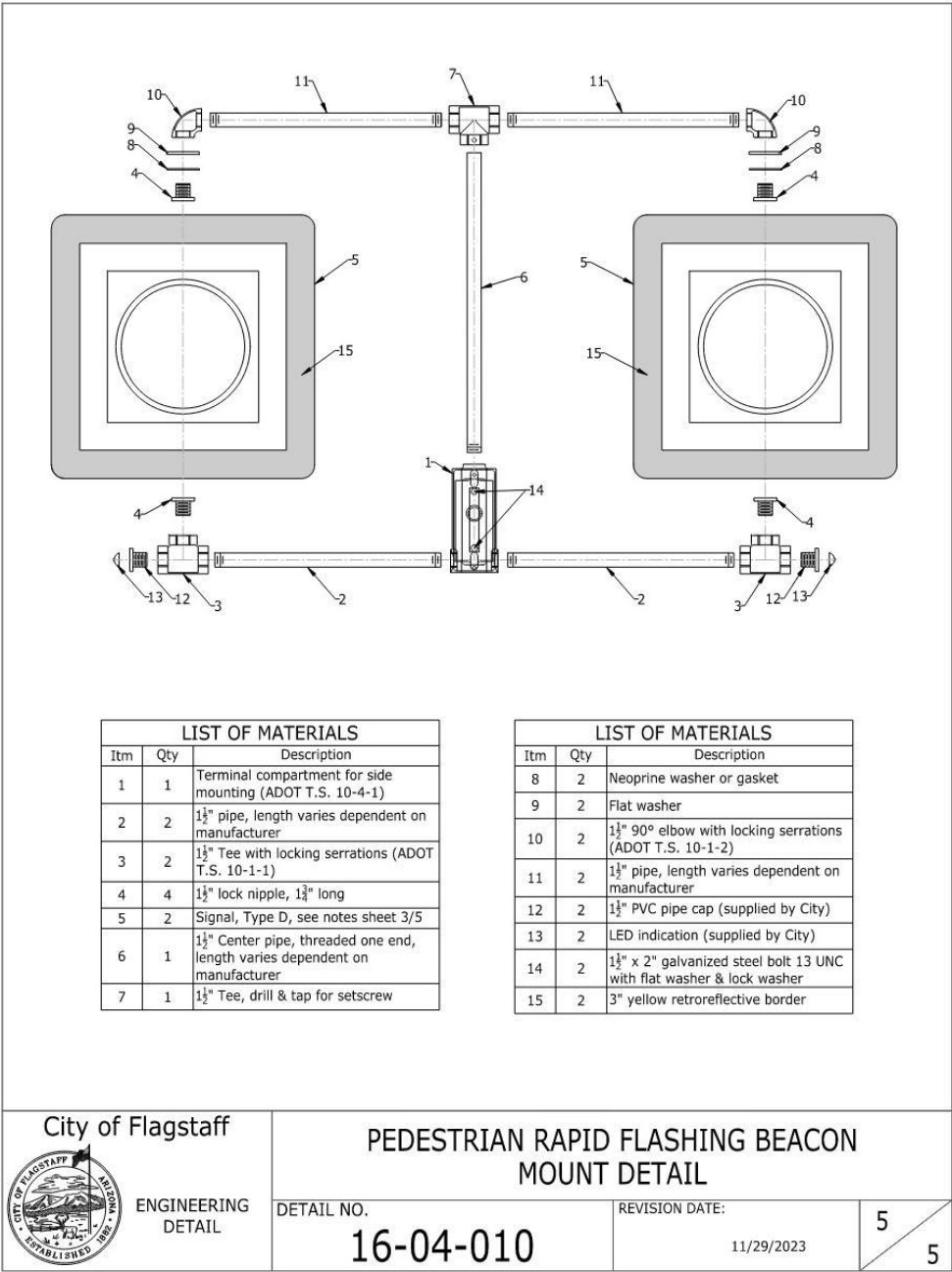


2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



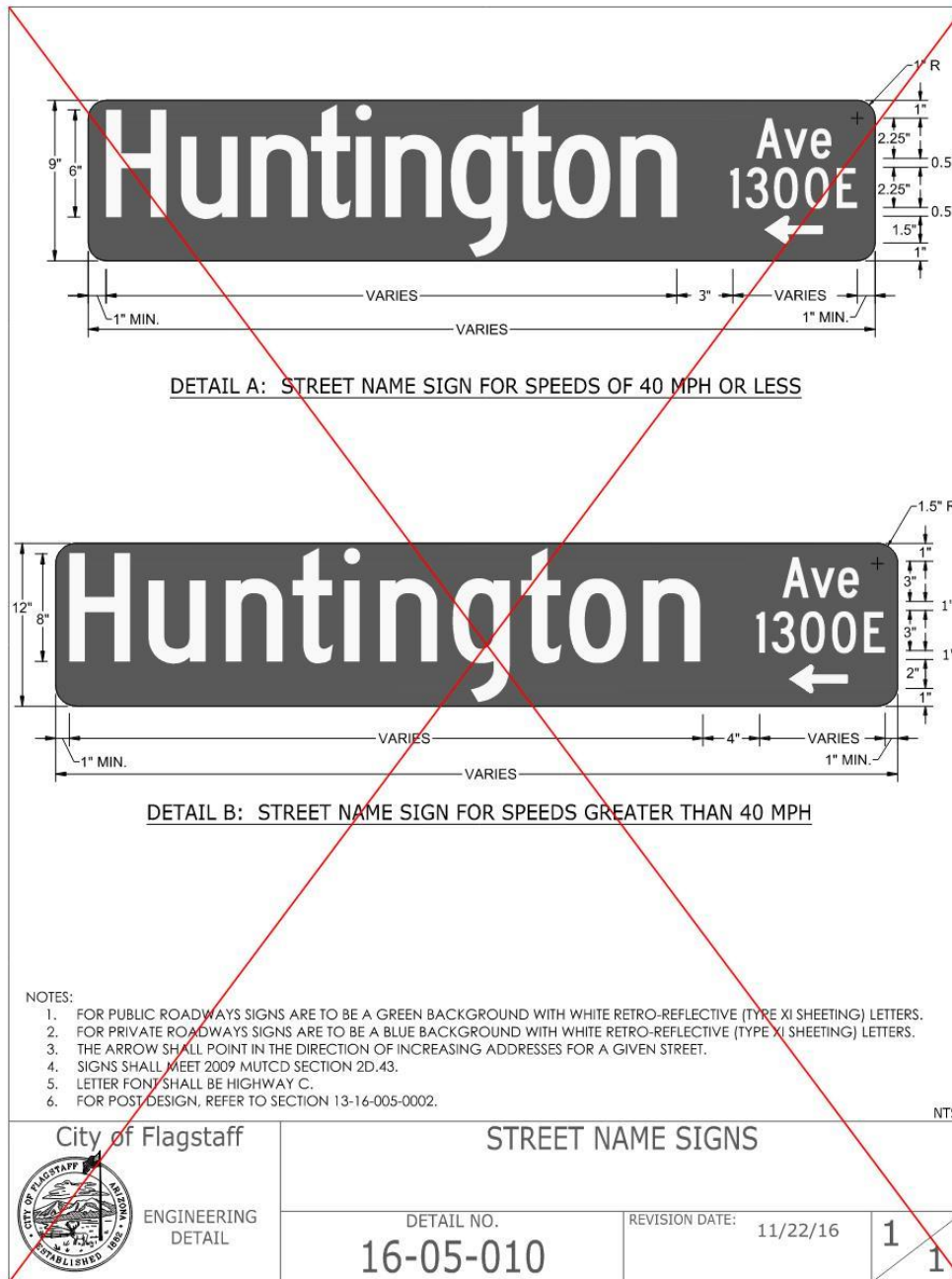


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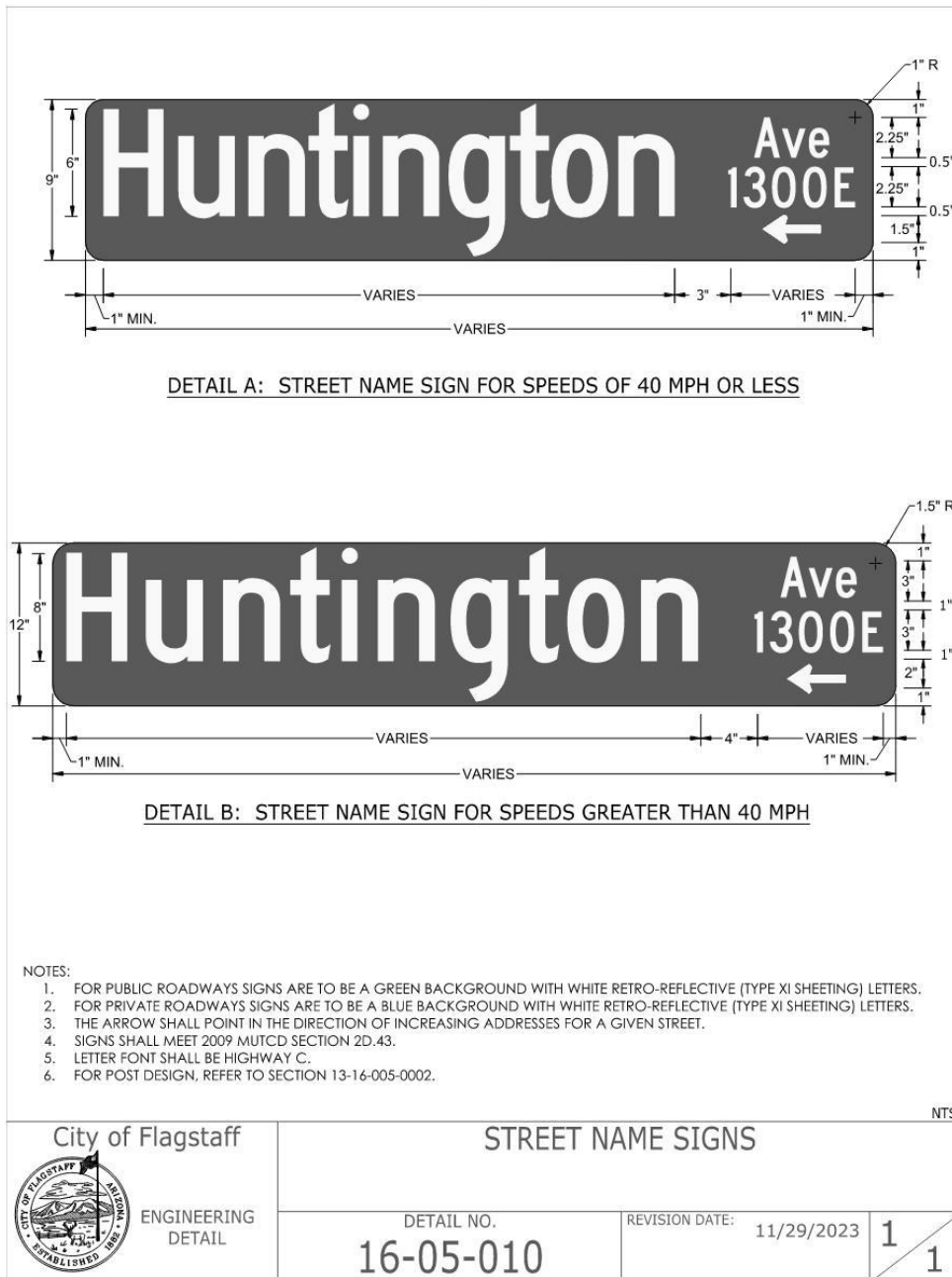
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

16-05-010: Street Name Signs

Section 75. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-05-010: Street Name Signs, delete existing standard drawing 16-05-010 and replace with standard drawing 16-05-010 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

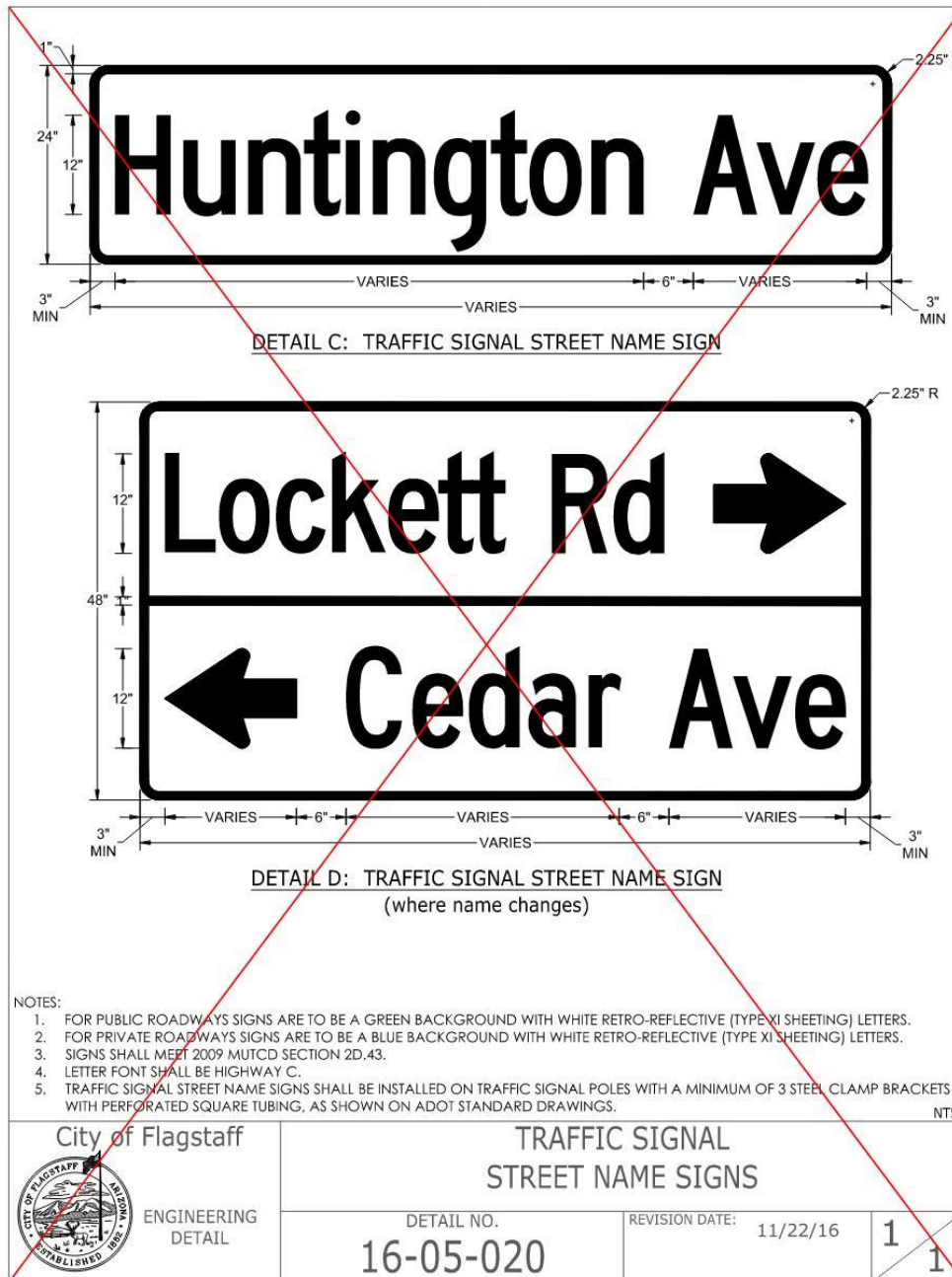


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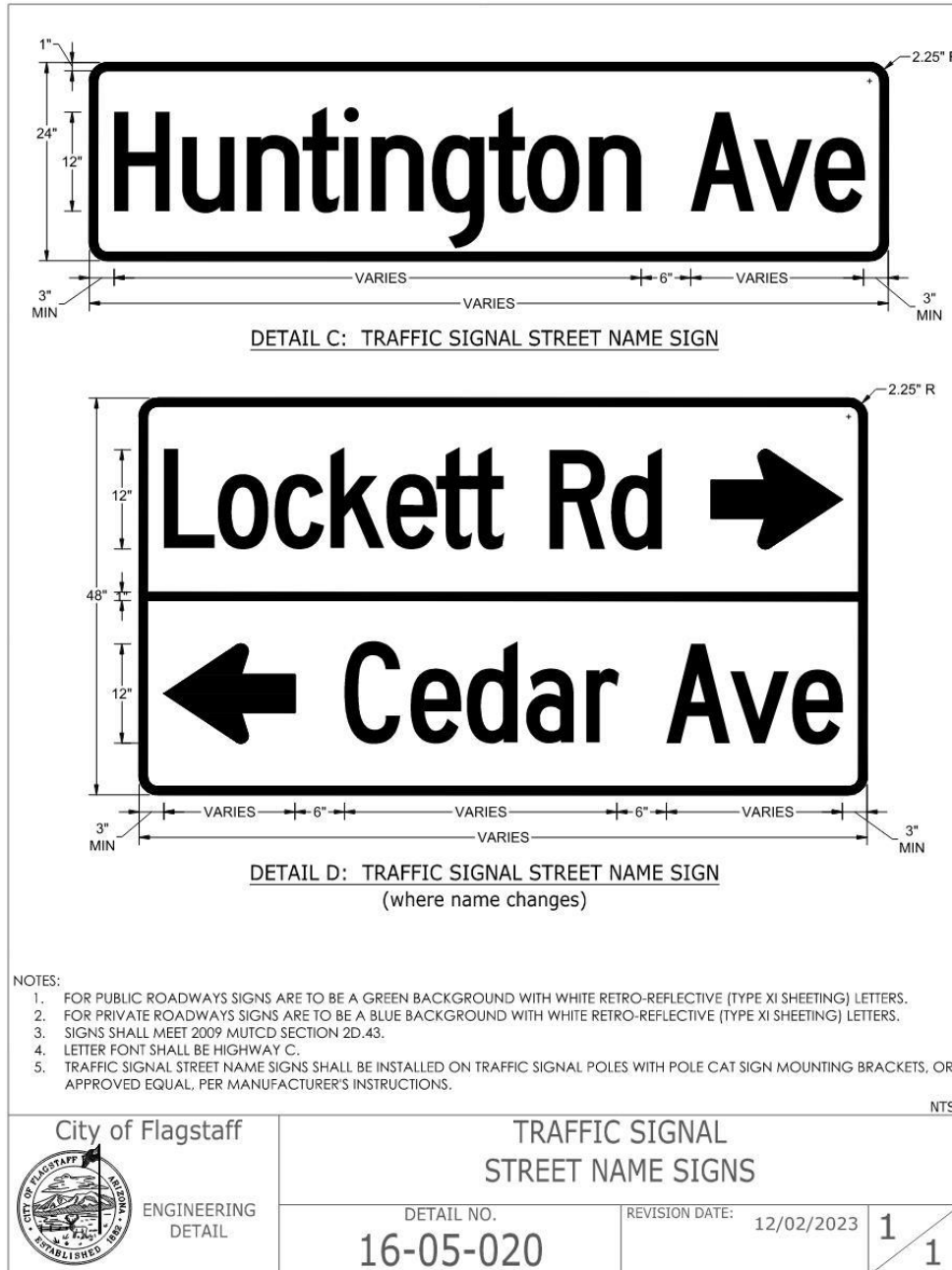
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

16-05-020: Traffic Signal Street Name Signs

Section 76. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-05-020: Traffic Signal Street Name Signs, delete existing standard drawing 16-05-020 and replace with standard drawing 16-05-020 below:



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

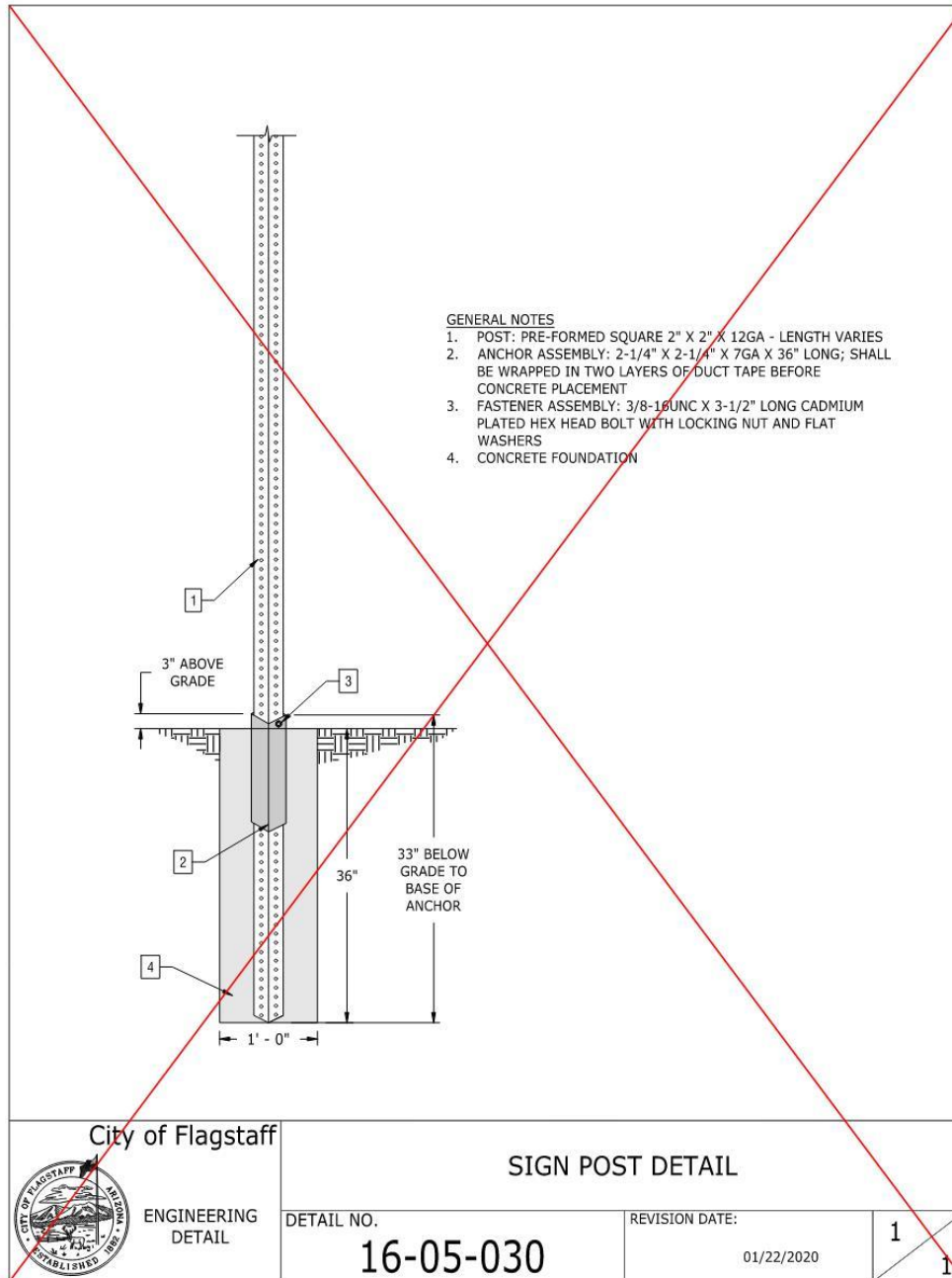


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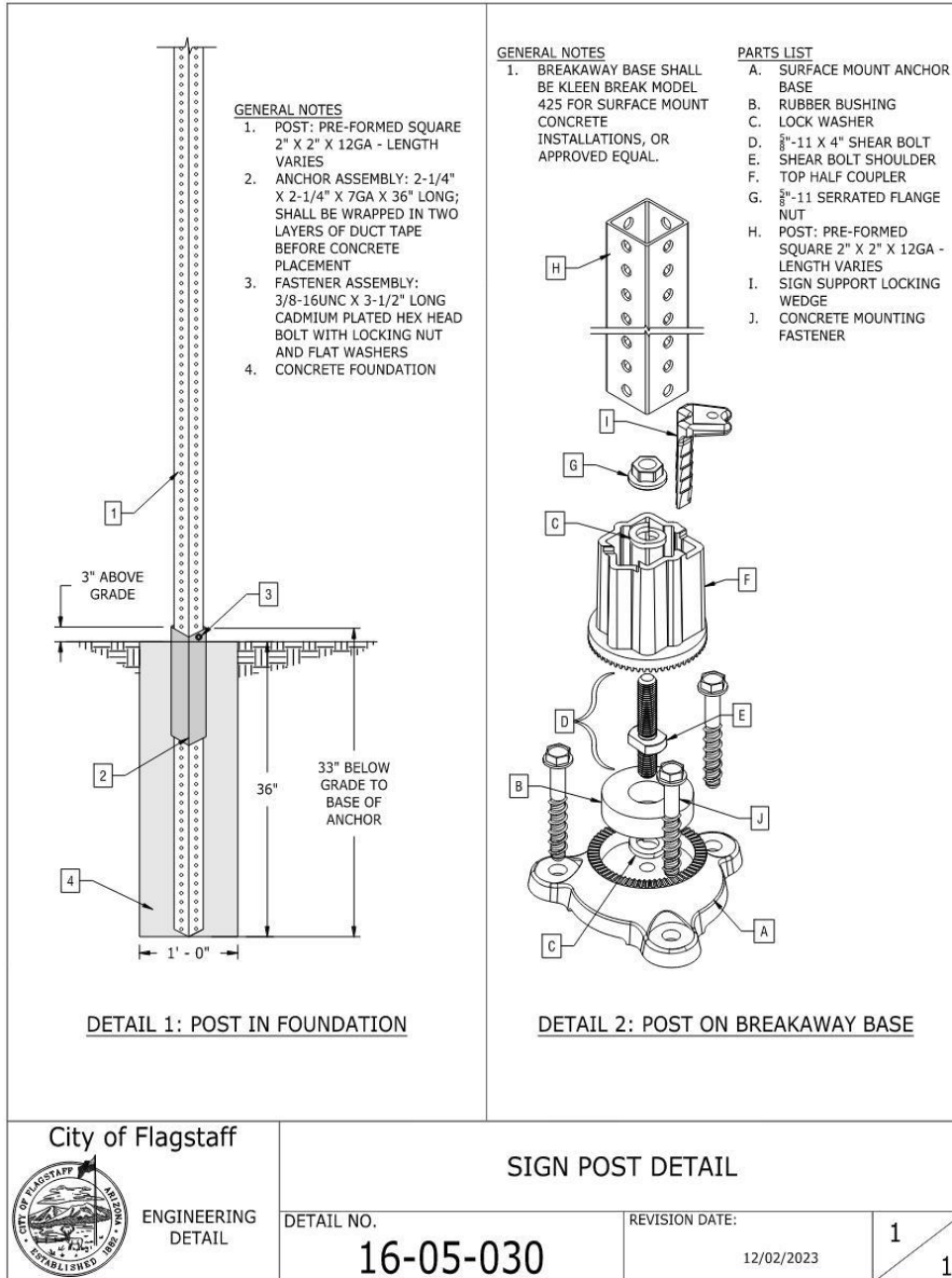
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

16-05-030: Sign Post Detail

Section 77. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-05-030: Sign Post Detail, delete existing standard drawing 16-05-030 and replace with standard drawing 16-05-030 below:



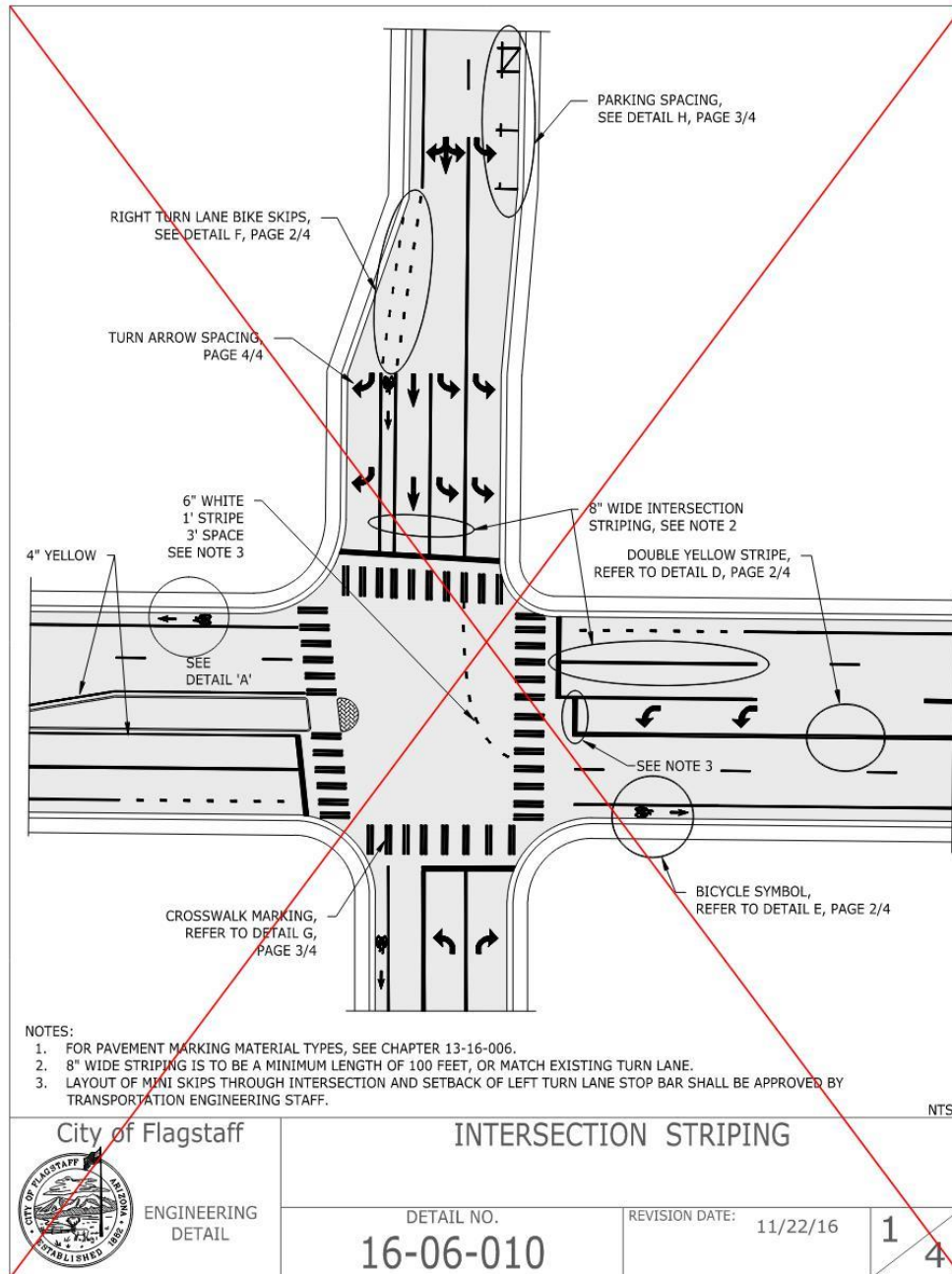
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



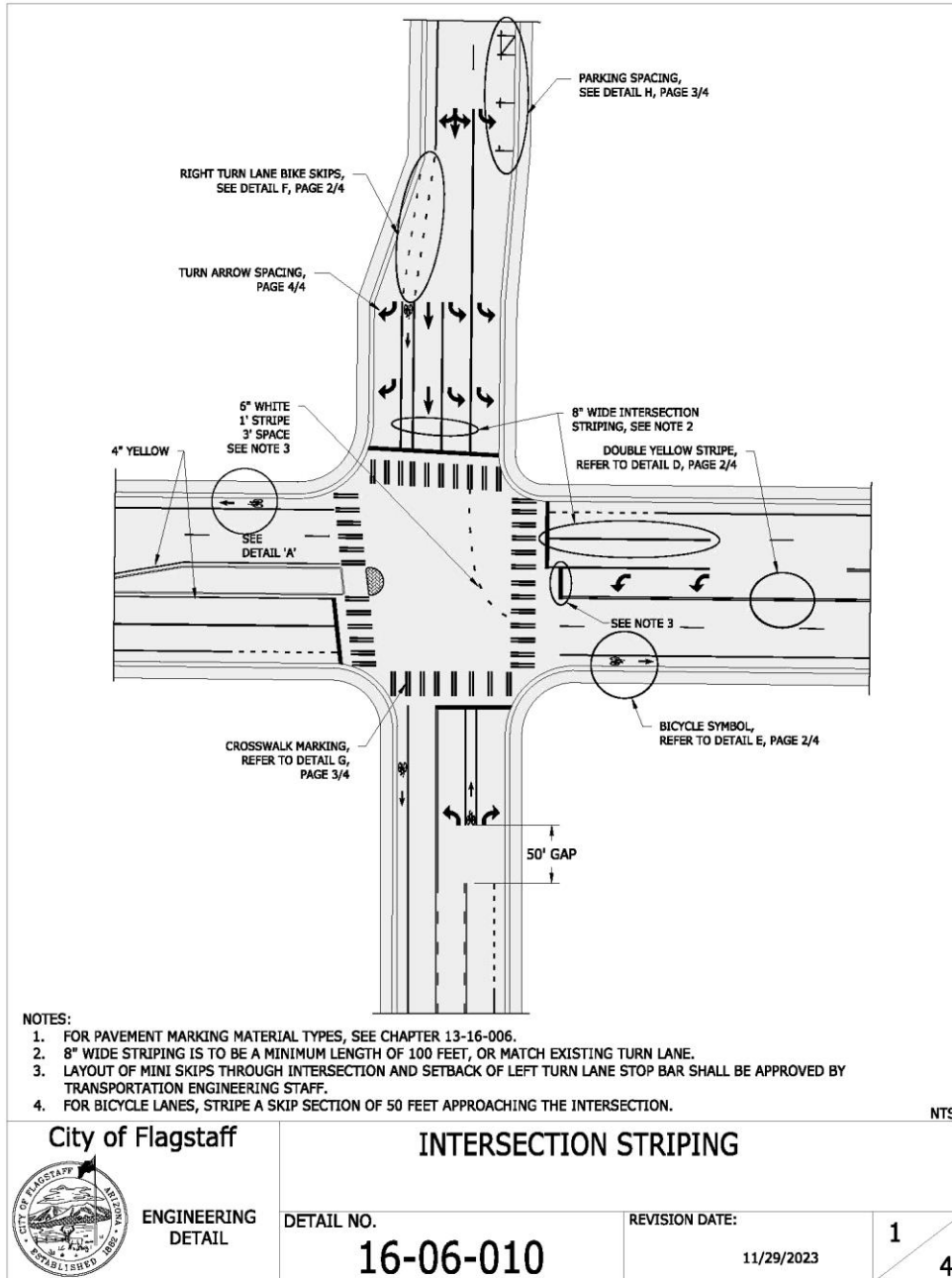
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16-06-010: Intersection Striping

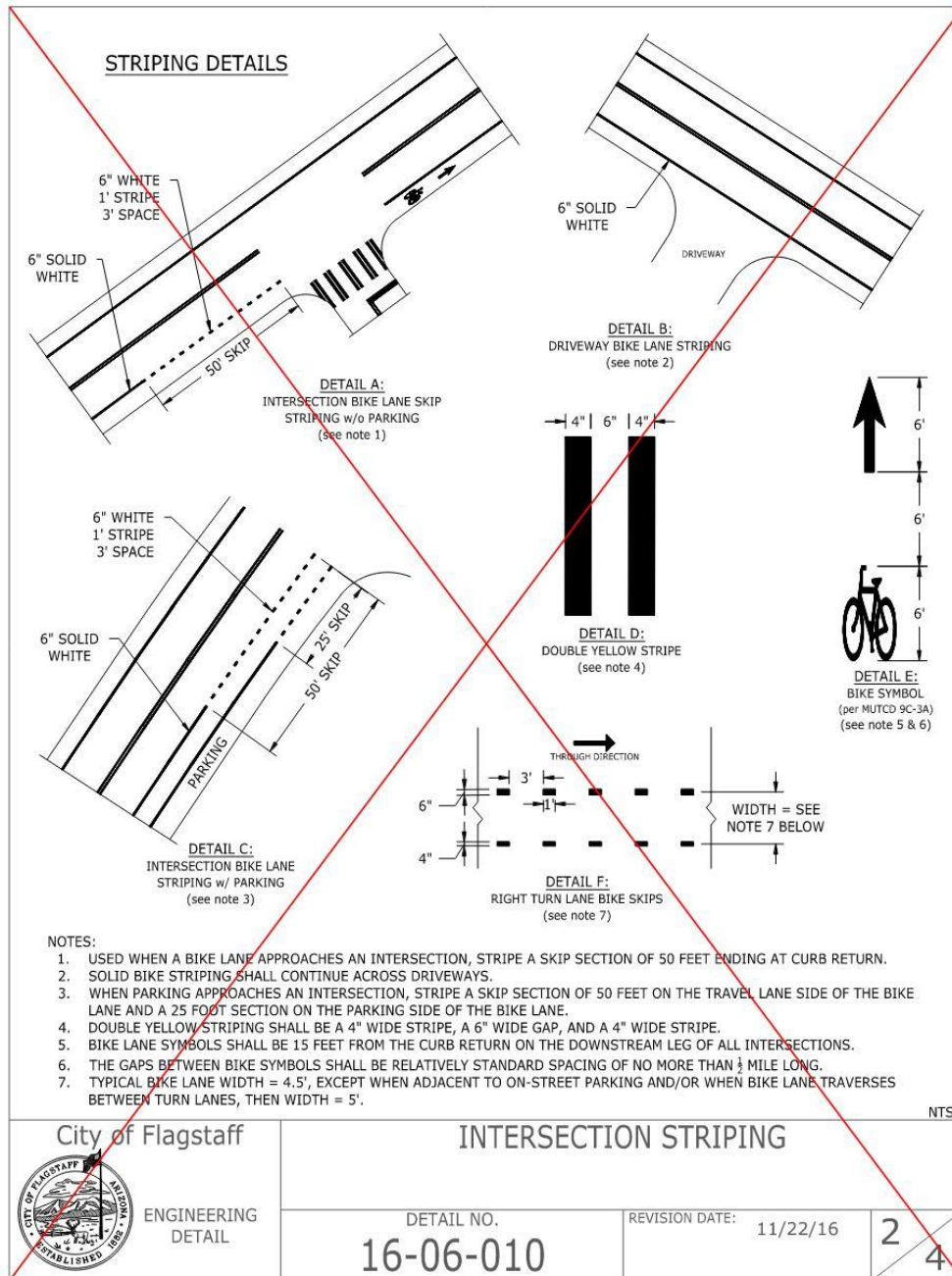
Section 78. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section 16-06-010: Intersection Striping, delete existing standard drawing 16-06-010 and replace with standard drawing 16-06-010 below:



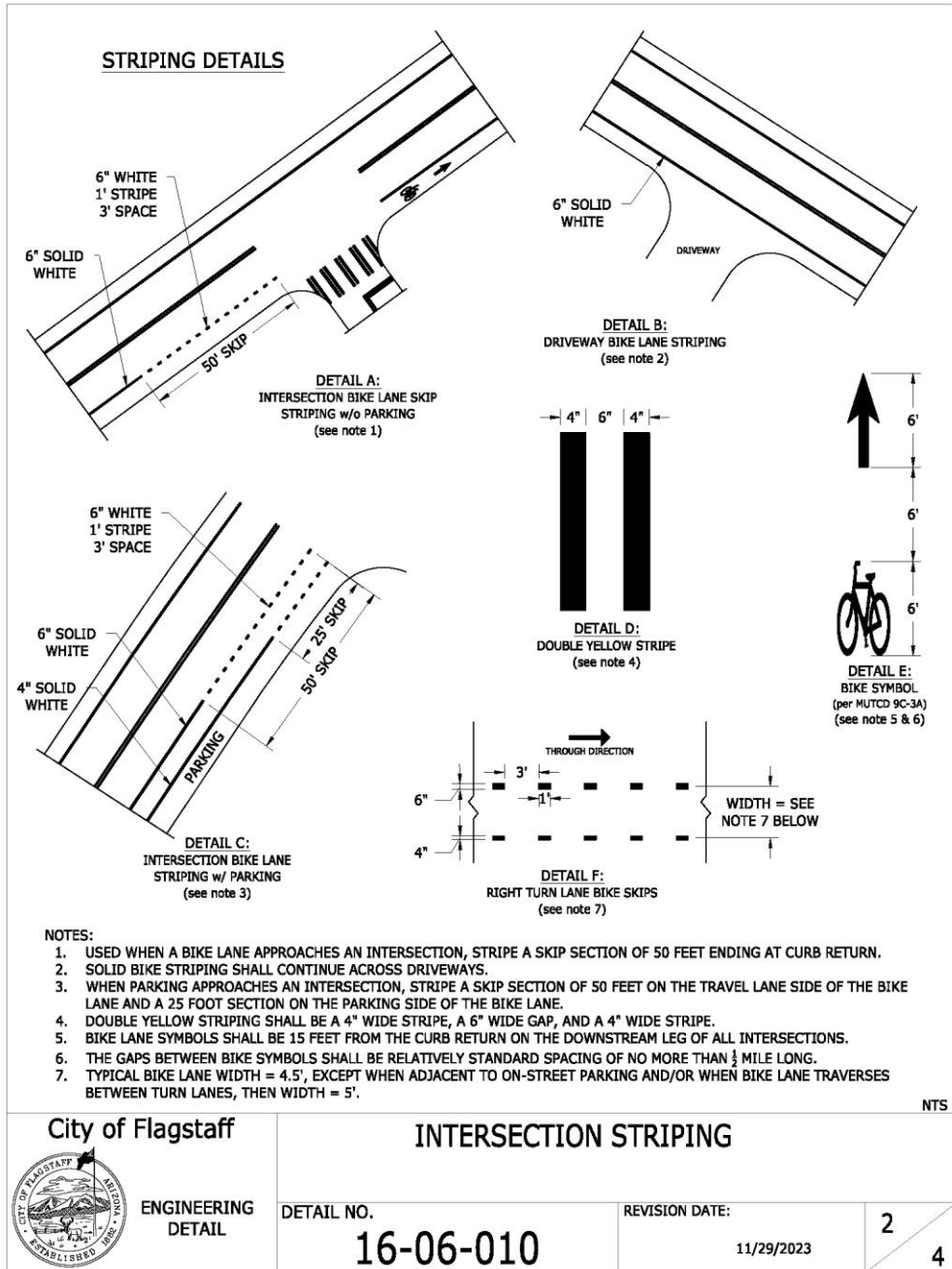
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



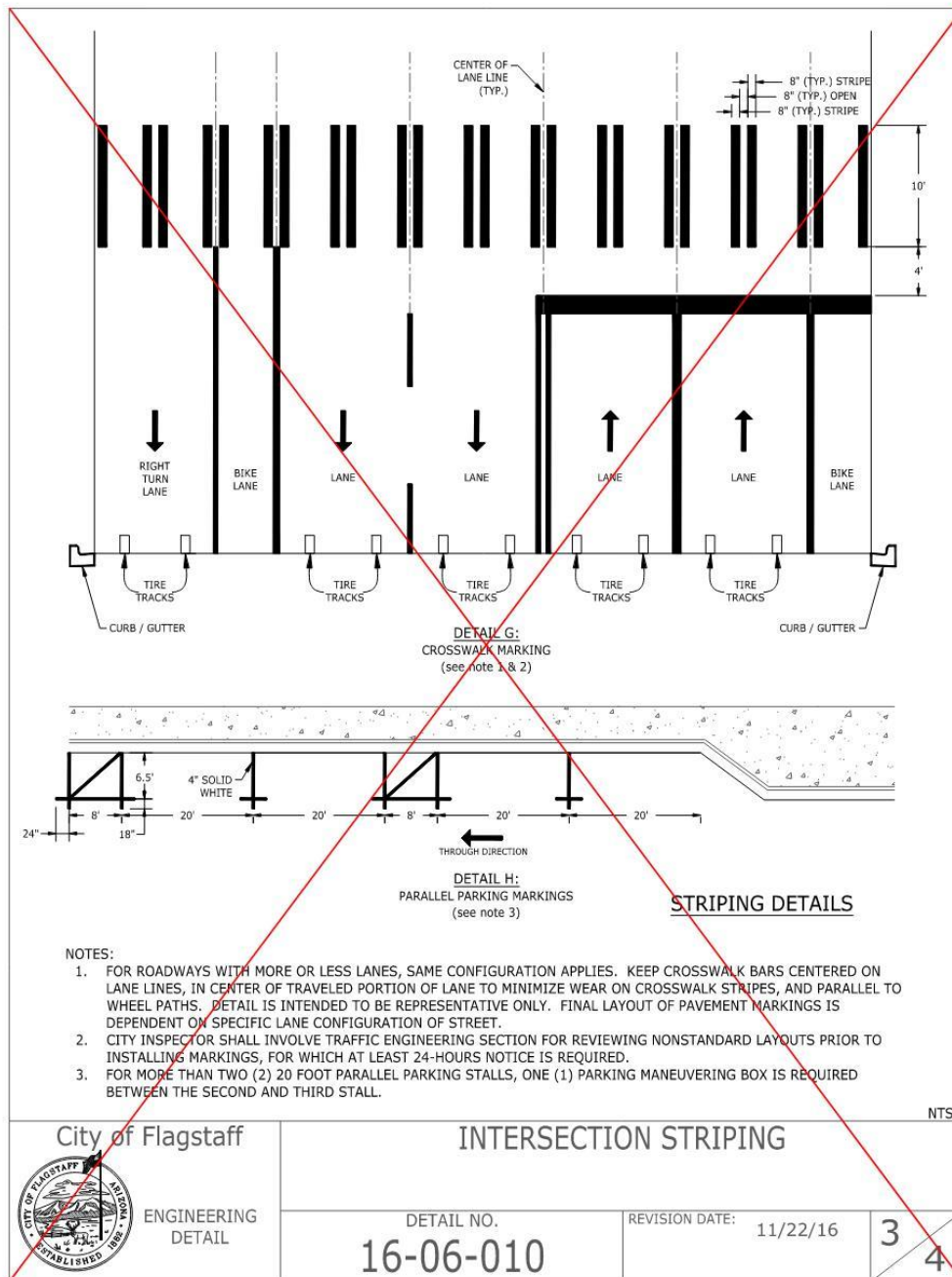
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



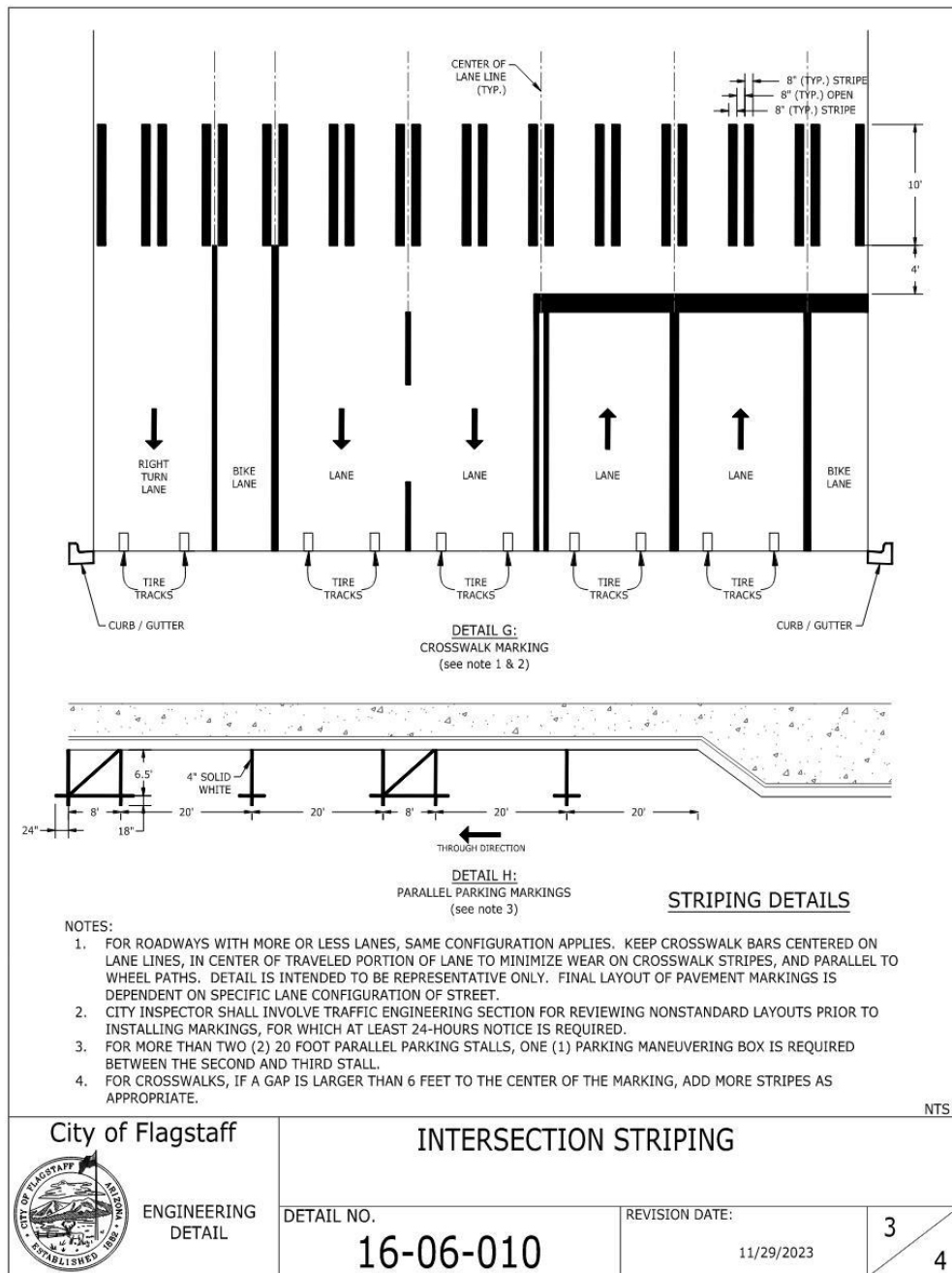
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



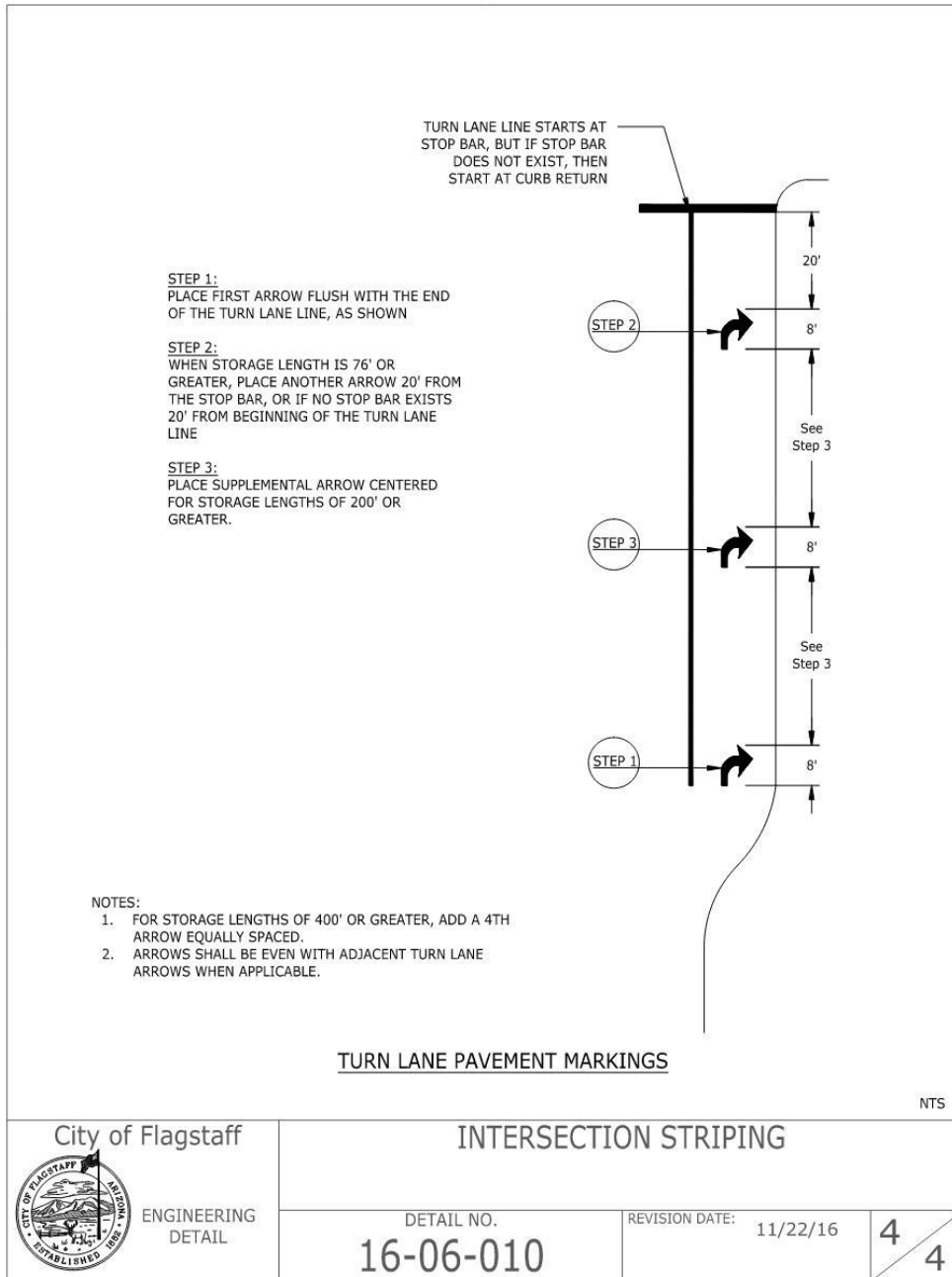
2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure



2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

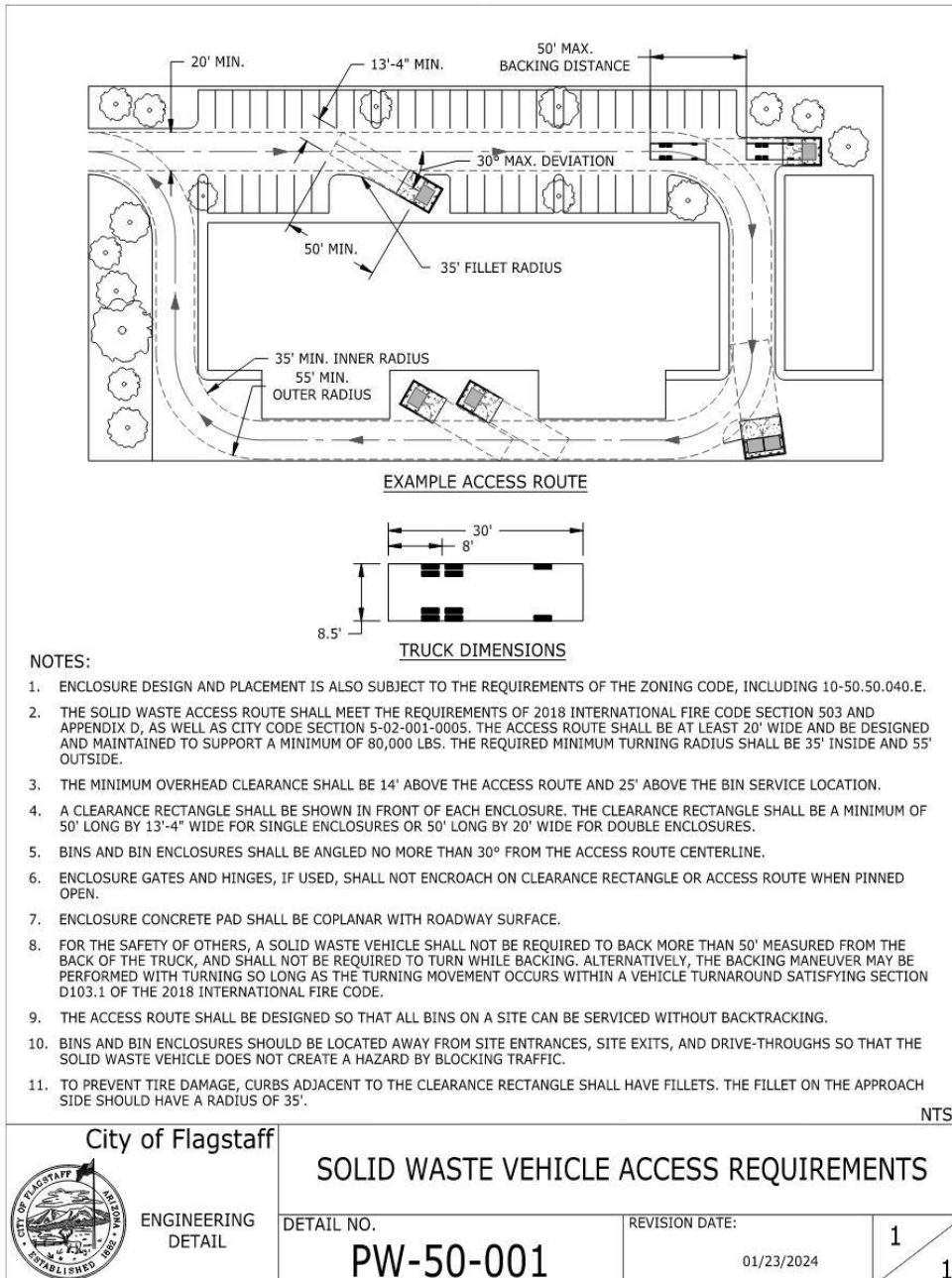


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

PW-50-001: Solid Waste Vehicle Access Requirements

Section 79. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section PW-50-001: Solid Waste Vehicle Access Requirements, to read as follows:

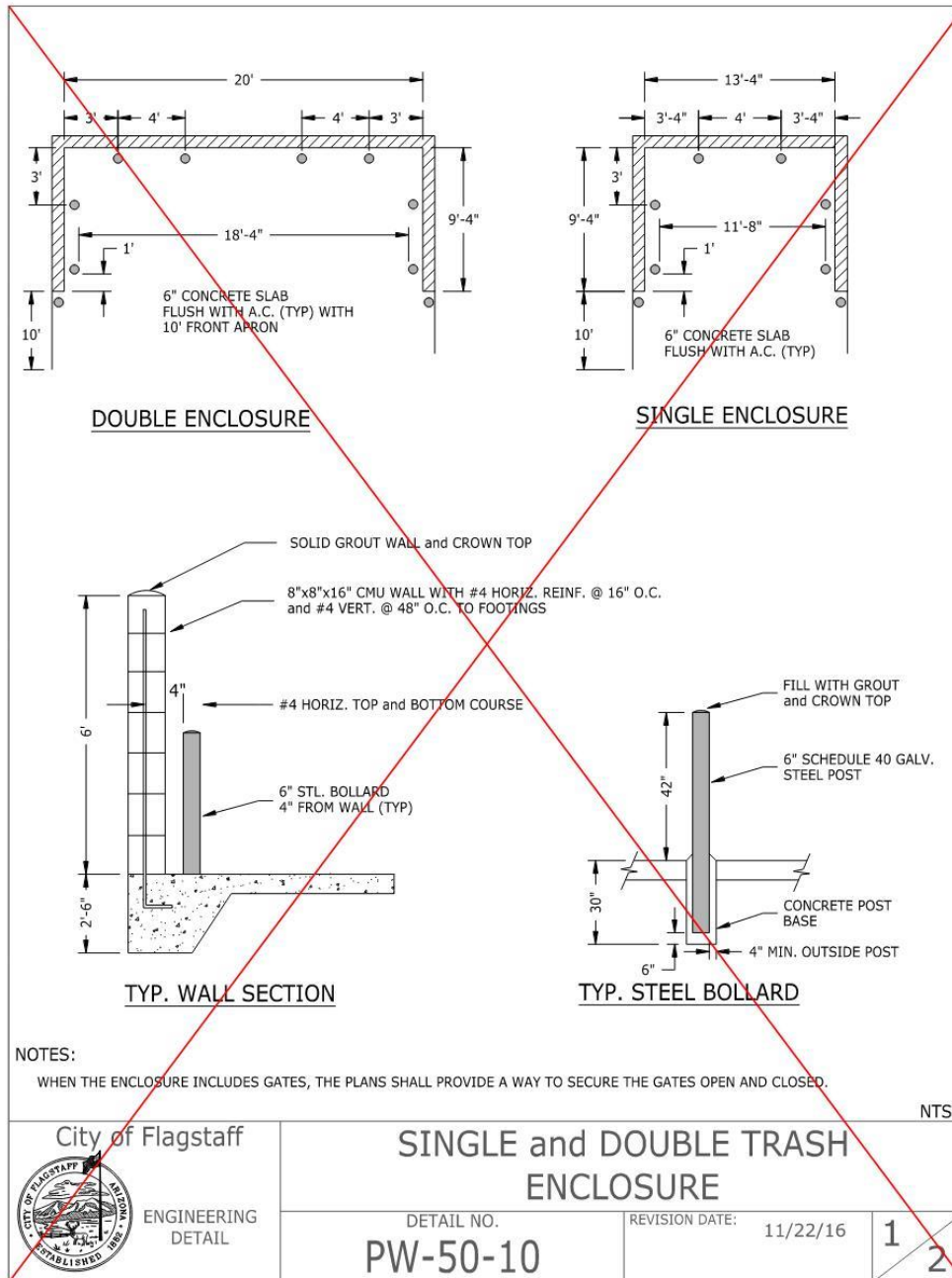


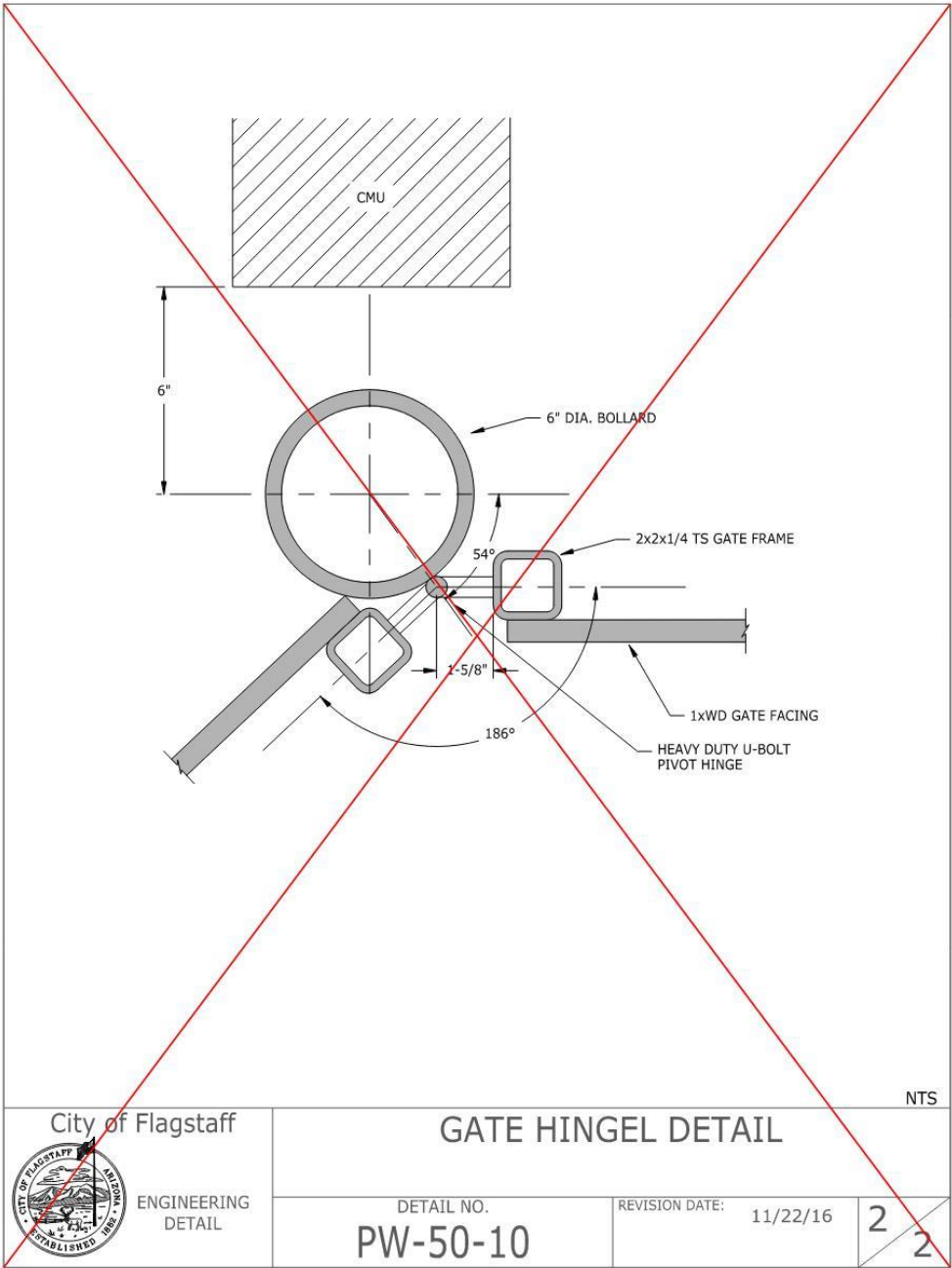
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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

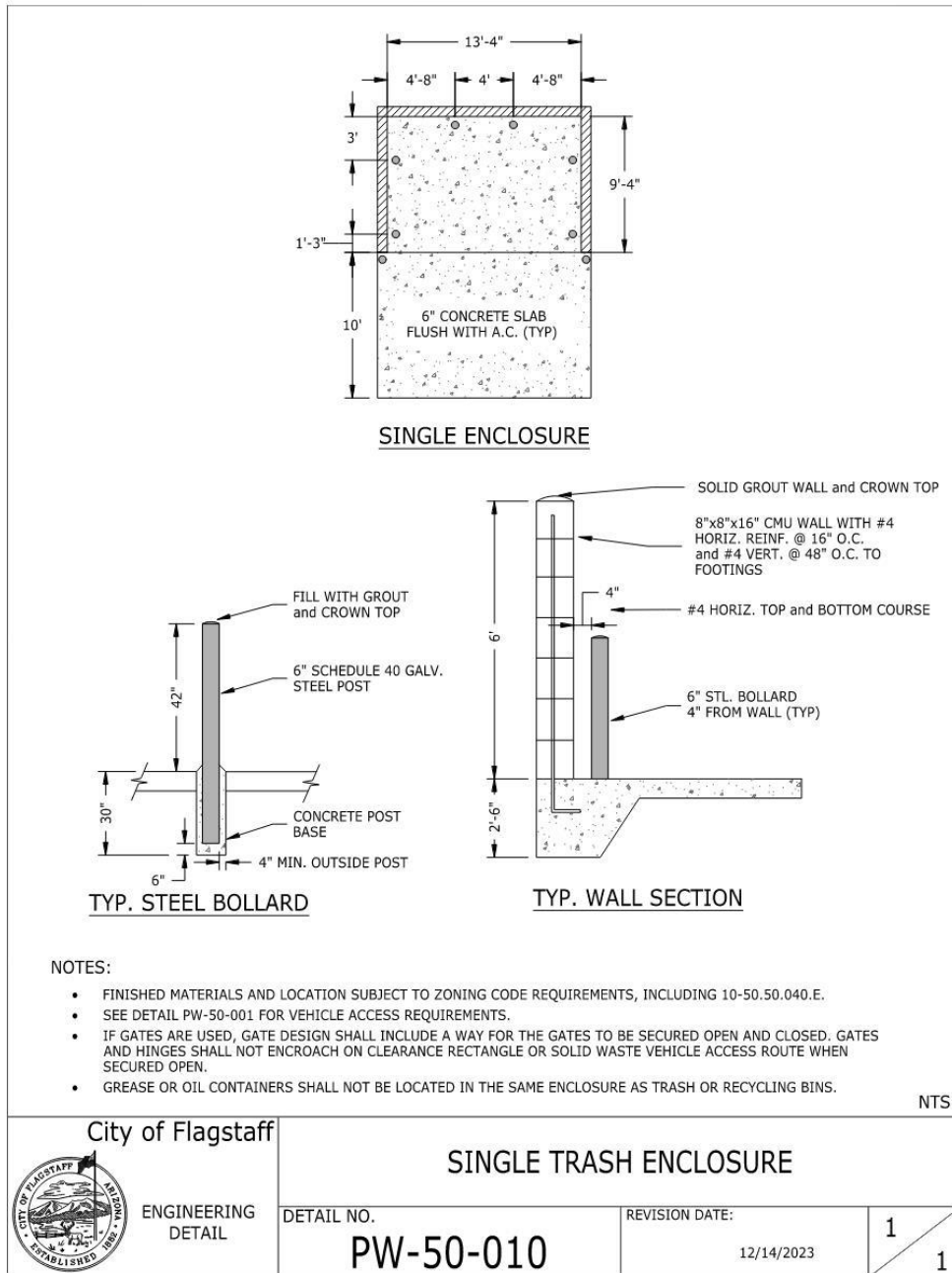
PW-50-010: Single and Double Trash Enclosure

Section 80. Amend Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section PW-50-010: Single and Double Trash Enclosure, delete existing standard drawing PW-50-10 and replace with standard drawing PW-50-010 below:





2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

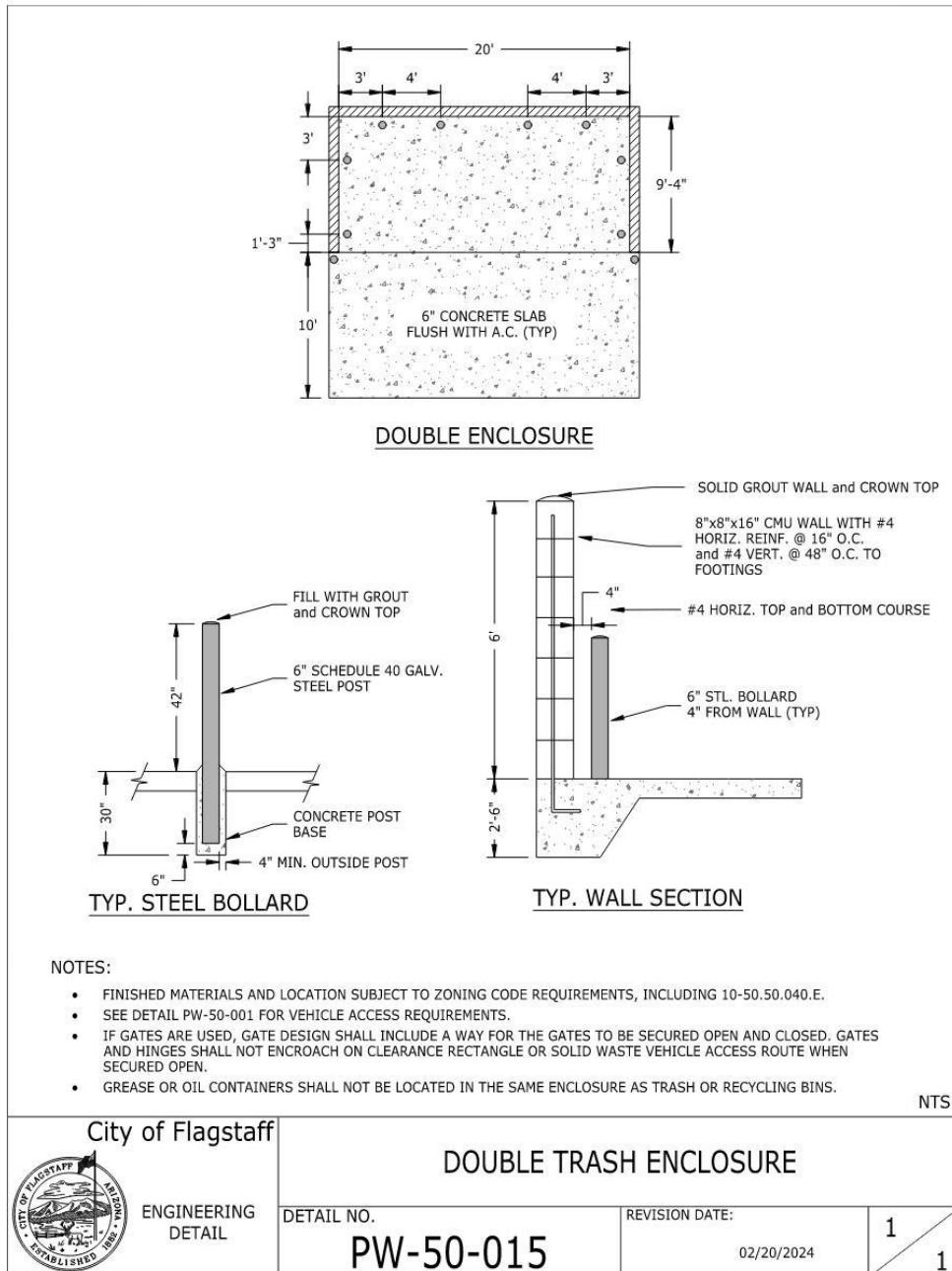


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2024 Amendments to Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure

PW-50-015: Solid Waste Double Enclosure

Section 81. Add Title 13 Engineering Design Standards, Chapter 13-23: Standard Drawings, Section PW-50-015: Solid Waste Double Enclosure, to read as follows:



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ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “2024 AMENDMENTS TO FLAGSTAFF CITY CODE, TITLE 13, ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS FOR NEW INFRASTRUCTURE”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the Flagstaff City Code, Title 13, Engineering Design Standards and Specifications for New Infrastructure, contains engineering design standards and specifications setting forth minimum acceptable design and construction practices, and these standards and specifications are routinely revised to reflect new and best practices, changes to related existing and/or new codes, as well as legal considerations and input from the community; and

WHEREAS, the Engineering and Capital Improvements Division, in cooperation with staff members from other divisions, developed amendments to Title 13, and presented the proposed amendments in a press release, online at the City of Flagstaff Engineering web page, in two public open houses, to the Chamber of Commerce and made presentations to the Traffic Commission, Bicycle Advisory Committee, Pedestrian Advisory Committee, Commission on Inclusive and Adaptive Living and City Council; and

WHEREAS, the Engineering and Capital Improvements Division considered the comments received from internal and external stakeholders and incorporated them into the proposed amendments to Title 13 of the Flagstaff City Code; and

WHEREAS, the Engineering Section has recommended that the City Council adopt the proposed amendments to Title 13 of Flagstaff City Code; and

WHEREAS, the City Council has considered public comment and discussed suggested changes to the proposed revisions to Title 13; and

WHEREAS, the Mayor and Council have previously declared the proposed “*2024 Amendments to Flagstaff City Code, Title 13, Engineering Design and Construction Standards and Specifications for New Infrastructure*” to be a public record by Resolution 2024-15, three copies of which are on file in the City Clerk’s Office.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That certain document known as “*2024 Amendments to Flagstaff City Code, Title 13, Engineering Design and Construction Standards and Specifications for New Infrastructure*,”

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. 2021-15 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Title 13 2024 Amendments

Engineering Design Standards and
Specifications for New Infrastructure



Changes to Proposed Amendments Since Previous Council Work Session

- The proposed amendments were discussed at the February 27, 2024 City Council Work Session.
- Staff incorporated changes to the proposed amendments in response to that Work Session.
- Three additional technical/clerical changes were incorporated





Previous Council Discussion

- Amendments to the existing standards expanding the allowable locations of roll curb were removed from the proposed amendments.
- Roll curb will continue to be permitted in:
 - Townhome developments with lot widths less than 40 feet
 - Residential cul-de-sacs to meet ADA sidewalk requirements.
- Clarifying language was added to the allowable height of traffic signals in accordance with MUTCD



Additional Changes

- A technical change to large diameter water valve specification was added to 13-09-006-0001.B.
- Staff updated a reference to a FUTS trail detail in subsection 13-09-001-0008.H.
- Changed a callout on detail 10-10-035 from "SIDEWALK/FUTS" to "PATH/SIDEWALK".

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Bryce Doty, Real Estate Manager
Co-Submitter: Anja Wendel
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-18: A resolution of the Flagstaff City Council, authorizing the acquisition of real property interests necessary for the Lone Tree Overpass Project, a public use; providing for delegation of authority, condemnation authority, repeal of conflicting resolutions, and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-18 by title only
2. City Clerk reads Resolution No. 2024-18 by title only (if approved above)
3. Adopt Resolution No. 2024-18

Executive Summary:

The City has made offers to pay just compensation based upon appraised value to the property owners for the property interests listed on this resolution, but to date, has been unable to reach agreements for purchase despite good faith negotiation. City staff expects many of these negotiations to close prior to condemnation proceedings; however, in order to maintain the project schedule, staff is asking Council to authorize condemnation proceedings should staff be unable to reach agreements.

This resolution authorizes staff to file condemnation proceedings in order to obtain immediate possession of these property interests. The City and property owners may still reach an agreement as to just compensation to be paid for these property interests before condemnation proceedings are filed.

Financial Impact:

Project Name: Lone Tree Overpass Project

Cost: Total cost \$105,756,587

Account Number Budgeted: Fund 047 is where all the monies are budgeted for this project

FY Budgeted Amount: FY25 Budgeted amount \$17,500,159 remaining budget \$50,230,000

Grant Funded: Not Grant Funded

Funding Source: Sales Streets Tax

Policy Impact:

N/A

Previous Council Decision or Community Discussion:

July 6, 2021 the Flagstaff City Council adopted Ordinance No. 2021-15 authorizing acquisition of real property interests for the Lone Tree Overpass Project.

October 5, 2021 the Flagstaff City Council adopted Resolution No. 2021-45 authorizing determination and offers of relocation benefits to persons displaced to makeway for the Lone Tree Overpass Project.

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" or "Project").

Priority Based Budget Key Community Priorities and Objectives

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems.
- Utilize existing long-range plan(s) that identify the community's future infrastructure needs & all associated costs

Carbon Neutrality Plan

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Regional Plan

- Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- Improve mobility and access throughout the region.
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community

Options and Alternatives to Recommended Action:

1. Adopt the Resolution

Pros: Formally approving the real property interest transactions conforms with City practices.

Cons: None.

2. Do not adopt the Resolution. In this case, transactions may be voided or there would be a further discussion as to appropriate action.

Pros: None identified.

Cons: This may result in loss of legal rights to use properties for utilities, trails, drainage, and other public purposes.

Background and 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.

Connection to PBB Priorities and Objectives:

Priority Based Budget Key Community Priorities and Objectives

Sustainable, Innovative Infrastructure

Connection to Regional Plan:

Goal T.I. Improve mobility and access throughout the region.

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: Res. 2024-18

Exhibit 1A

Exhibit 1B

Exhibit 1C

Presentation

RESOLUTION NO. 2024-18

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING CONDEMNATION OF REAL PROPERTY FOR THE LONE TREE OVERPASS PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, on July 6, 2021 the Flagstaff City Council adopted Ordinance No. 2021-15 authorizing acquisition of real property interests for the Lone Tree Overpass Project; and

WHEREAS, pursuant to Section 3 of the Ordinance No. 2021-15 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; and

WHEREAS, the City has been unable to acquire certain property for the Lone Tree Overpass Project despite good faith negotiations.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General

The City Council hereby finds that the certain real property interests located in Flagstaff, Arizona generally identified as set forth below:

Parcel No.	Address	Property Interest	Sq.Ft.
104-01-022B	410 E. Butler Ave.	Right of Way (Fee Simple)	458
		Temporary Construction Easement	527
104-19-132	700 E. Franklin Ave.	Right of Way (Fee Simple)	1,969
		Temporary Construction Easement	2,213

and legally described in the attached Exhibit 1 ("the Property") are necessary for a public use, the Lone Tree Railroad Overpass from Butler Avenue to Route 66, along with related pedestrian, bicycle, and street connections ("Lone Tree Overpass Project").

The City Council hereby authorizes the filing of a condemnation proceeding to acquire the Property for such public use.

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 Property and to carry out the purpose and intent

of this resolution, and to acquire the Property through purchase, exchange, gift, donation, dedication, or condemnation.

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 April, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Exhibit 1: Legal descriptions

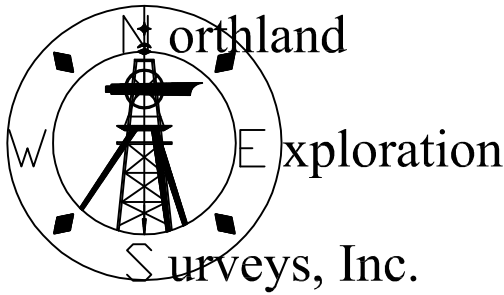


EXHIBIT "A"

A portion of that parcel of land recorded in Inst. No. 3707289, Records of Coconino County (R1), being a portion of Block 25 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

LEGAL DESCRIPTION:

A portion of that parcel of land recorded in Inst. No. 3707289, Records of Coconino County (R1), being a portion of Block 25 of the Revised plat of Brannen Addition as recorded in Book 1, Page 42, Records of Coconino County, situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona, said portion being more particularly described as follows:

FROM the northeast corner of said parcel (R1), said point being a found 1/2" rebar, from which a found 1/2" rebar bears S 01° 02' 18" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the east line of said Block 25 Brannen Addition, for a distance of 307.95 feet, thence S 01° 02' 18" E, along the said east line, for a distance of 139.04 feet to the TRUE POINT OF BEGINNING;

thence continue S 01° 02' 18" E, along the said east line, for a distance of 66.31 feet to a point, said point being the southeast corner of Lot 4 of said Block 25 Brannen Addition;

thence S 88° 58' 39" W, along the south line of said Lot 4, for a distance of 12.44 feet to a non-tangent point of curvature;

thence northeasterly along a curve to the right, having a central angle of 6° 47' 08" and a radius of 570.00 feet, for a distance of 67.50 feet, the chord of said curve bears N 09° 35' 24" E a distance of 67.47 feet to the the TRUE POINT OF BEGINNING,

said parcel of land contains 458 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.



CURVE DATA

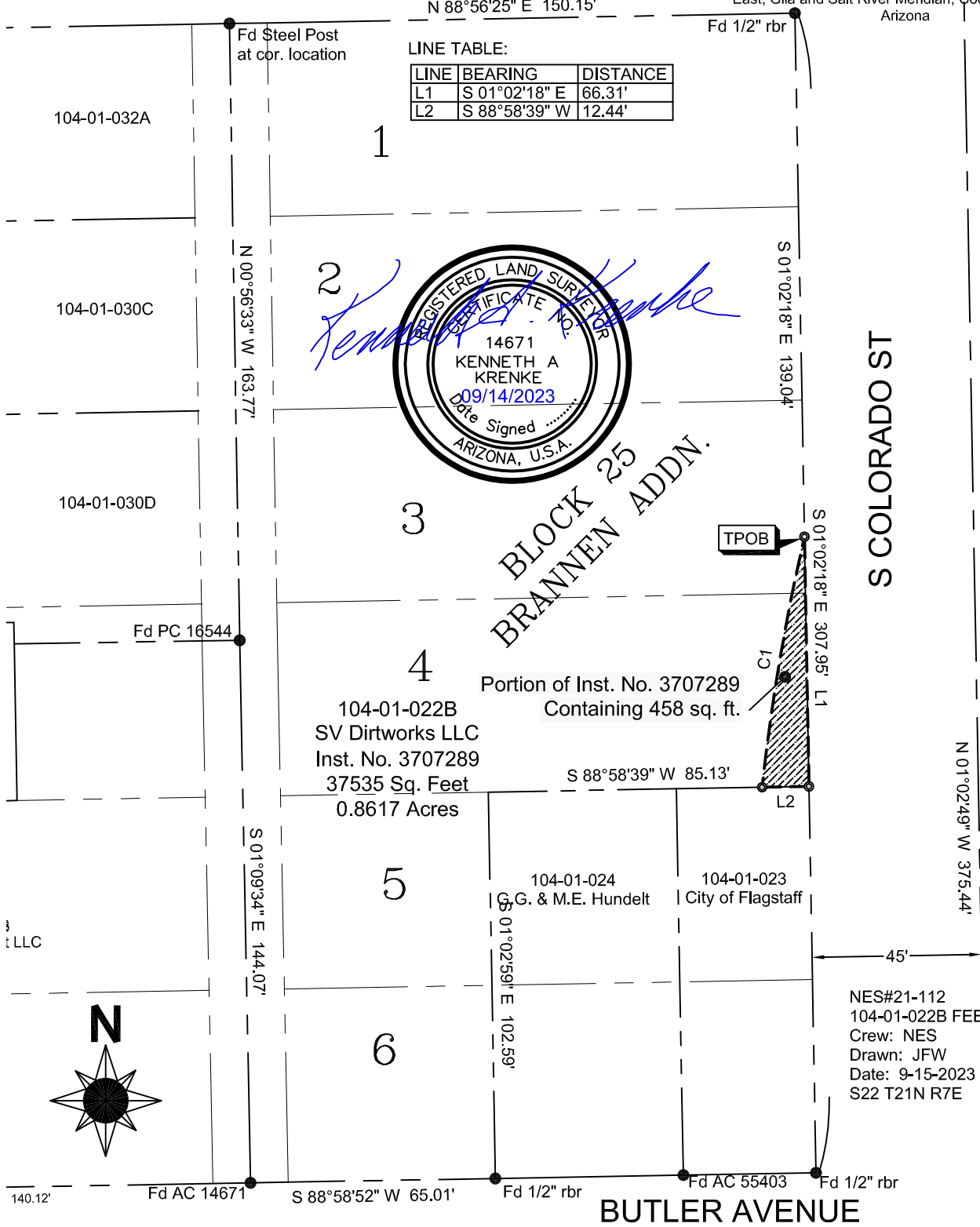
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	67.50'	570.00'	6°47'08"	N 09°35'24" E	67.47'

EXHIBIT "A-1"

A portion of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 01°02'18" E	66.31'
L2	S 88°58'39" W	12.44'



BLOCK 25
BRANNEN ADDN.

Portion of Inst. No. 3707289
Containing 458 sq. ft.

104-01-022B
SV Dirtworks LLC
Inst. No. 3707289
37535 Sq. Feet
0.8617 Acres

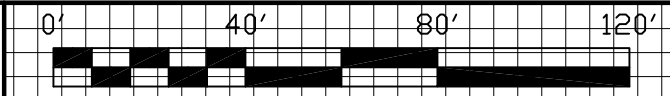
104-01-024
G.G. & M.E. Hundelt

104-01-023
City of Flagstaff

NES#21-112
104-01-022B FEE
Crew: NES
Drawn: JFW
Date: 9-15-2023
S22 T21N R7E

BUTLER AVENUE

Scale: 1" = 40' Date: 09/14/2023 Job No. 21-112



528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058

NORTHLAND EXPLORATION SURVEYS, INC.

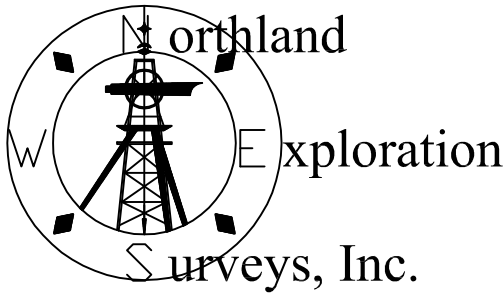


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LEGAL DESCRIPTION:

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BEGINNING at the Southwest corner of parcel (R1), said point being a found cap marked RLS 14671, from which a found 1/2" rebar bears N 88° 58' 52" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the north Right-of-way line of Butler Avenue, a distance of 65.01 feet, thence N 01° 09' 34" W, along the west line of said parcel (R1), for a distance of 20.00 feet to a point;

thence N 88° 58' 52" E for a distance of 52.00 feet to a point;

thence S 01° 09' 34" E for a distance of 20.00 feet to a point, said point being on the said north Right-of-way line of Butler Avenue;

thence S 88° 58' 52" W, along the said north Right-of-way line, for a distance of 52.00 feet to the POINT OF BEGINNING;

said parcel of land contains 1,040 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.



EXHIBIT "A-1"

A portion of Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, Coconino County, Arizona

N 88°56'25" E 150.15'

Fd Steel Post
at cor. location

Fd 1/2" rbr

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 01°09'34" W	20.00'
L2	N 88°58'52" E	52.00'
L3	S 01°09'34" E	20.00'
L4	S 88°58'52" W	52.00'

104-01-032A

1

104-01-030C

2

N 00°56'33" W 163.77'



S 01°02'18" E 139.04'

104-01-030D

3

BLOCK 25
BRANNEN ADDN.

S COLORADO ST

Fd PC 16544

4

104-01-022B
SV Dirtworks LLC
Inst. No. 3707289
37535 Sq. Feet
0.8617 Acres

S 88°58'39" W 85.13'

S 01°02'18" E 307.95'

5

104-01-024

G.G. & M.E. Hundelt

104-01-023

City of Flagstaff

N 01°02'49" W 375.44'

LLC

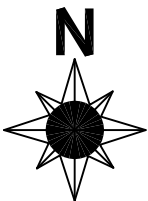
S 01°09'34" E 144.07'

6

S 01°02'59" E 102.59'

NES#21-112
104-01-022B TCE
Crew: NES
Drawn: JFW
Date: 12-05-2023
S22 T21N R7E

Portion of Inst. No. 3707289
Containing 1,040 sq. ft.



140.12'

Fd AC 14671

S 88°58'52" W 65.01'

Fd 1/2" rbr

Fd AC 55403

Fd 1/2" rbr

BUTLER AVENUE

Scale: 1" = 40'

Date: 12/05/2023

Job No. 21-112



528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058

NORTHLAND EXPLORATION SURVEYS, INC.

EXHIBIT "A"

A portion of Section 22, Township 21 North, Range 7 East
Gila and Salt River Meridian,
City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

TWO parcels of land, both being a portion of Tract "A" of the Amended Final Subdivision Plat for Aspen Place at the Sawmill Improvement District as recorded in Inst. No. 3583171, R.C.C. (R1), situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, said parcels being more particularly described as follows:

PARCEL 1:

FROM the centerline-centerline intersection of Lone Tree Road and Franklin Avenue, said point being a found cap marked RLS 23372, thence N 01° 13' 59" W [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the centerline of Lone Tree Road, for a distance of 66.15 feet to a point;

thence N 88° 46' 01" E for a distance of 85.00 feet to an angle point along the westerly line of said Tract "A" (R1), said point being the TRUE POINT OF BEGINNING;

thence N 01° 13' 51" W along the said westerly line of Tract "A" (R1), for a distance of 27.41 feet to a point;

thence S 88° 46' 09" W, along the said westerly line of Tract "A" (R1), for a distance of 1.50 feet to a point;

thence N 01° 13' 51" W for a distance of 146.36 feet to a point of curvature;

thence northwesterly and northeasterly along a curve to the right, having a central angle of 9° 41' 24" and a radius of 70.00 feet, for a distance of 11.84 feet, the chord of said curve bears N 03° 36' 51" E for 11.82 feet to a non-tangent point of curvature, said point being on the said westerly line of Tract "A" (R1);

thence northeasterly along the said west line of Tract "A" (R1), along a curve to the right, having a central angle of 3° 39' 26" and a radius of 371.41 feet, for a distance of 23.71 feet, the chord of said curve bears N 21° 05' 17" E for 23.70 feet to the cusp of a non-tangent point;

thence S 01° 13' 51" E for a distance of 218.73 feet to a point, said point being on the said westerly line of Tract "A" (R1);

thence N 38° 18' 46" W for a distance of 14.10 feet to the POINT OF BEGINNING,

said parcel of land contains 1,960 square feet of land, more or less, including any easements of record over the above described parcel.

EXHIBIT "A"

A portion of Section 22, Township 21 North, Range 7 East
Gila and Salt River Meridian,
City of Flagstaff, Coconino County, Arizona

PARCEL 2:

FROM the centerline-centerline intersection of Lone Tree Road and Franklin Avenue, said point being a found cap marked RLS 23372, thence N 89° 21' 52" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the centerline of Franklin Avenue, for a distance of 106.36 feet to a point;

thence N 00° 38' 08" W for a distance of 38.50 feet to an angle point along the westerly line of said Tract "A" (R1);

thence N 38° 18' 46" W along the said westerly line, for a distance of 2.53 feet to a point, said point being the TRUE POINT OF BEGINNING;

thence continue N 38° 18' 46" W, along the said westerly line of Tract "A" (R1), for a distance of 12.63 feet to a point;

thence N 89° 21' 52" E for a distance of 26.93 feet to a point;

thence S 00° 38' 08" E for a distance of 12.00 feet to a point, said point being on the southerly line of said Tract "A" (R1);

thence S 89° 21' 52" W, along the said southerly line of Tract "A" (R1), for a distance of 10.00 feet to a point;

thence N 45° 38' 08" W for a distance of 2.83 feet to a point;

thence S 89° 21' 52" W for a distance of 7.21 feet to the TRUE POINT OF BEGINNING,

said parcel of land contains 253 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.

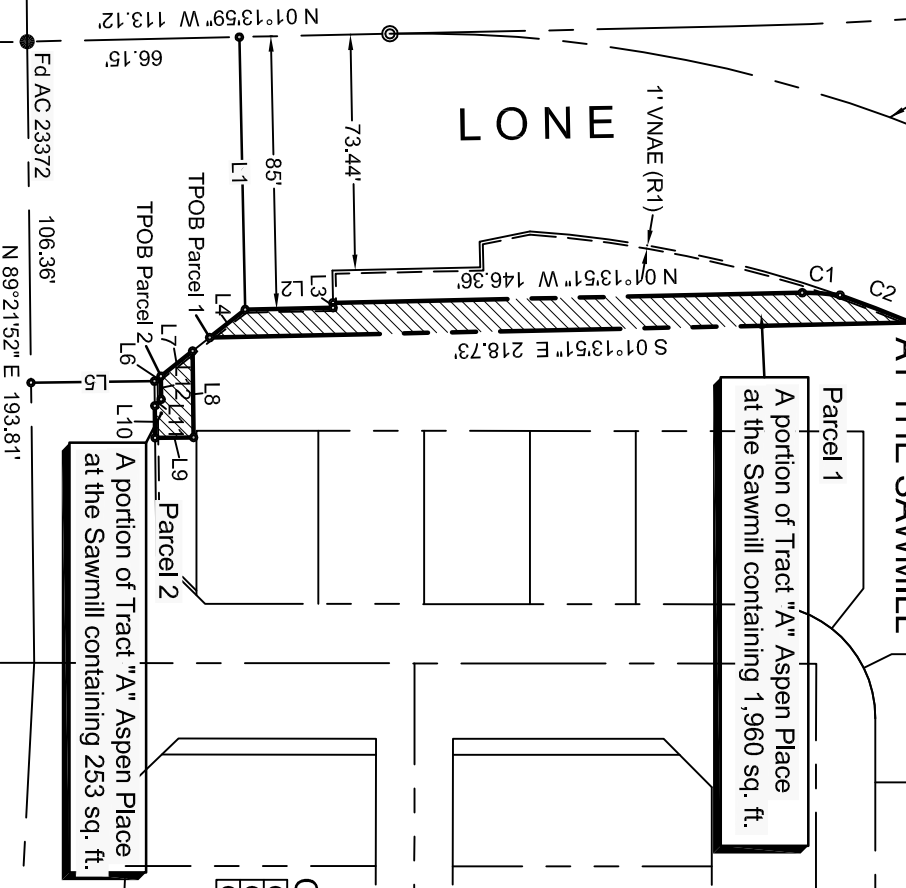


L = 318.01'
R = 424.41'
 $\Delta = 42^{\circ}55'57''$
Ch. Brg. = S 20° 14' 08" W
Ch. L = 310.63'

TREE
Variable R/W

TRACT "A"
ASPEN PLACE
AT THE SAWMILL

Parcel 1
A portion of Tract "A" Aspen Place
at the Sawmill containing 1,960 sq. ft.



LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 88° 46' 01" E	85.00'
L2	N 01° 13' 51" W	27.41'
L3	S 88° 46' 09" W	1.50'
L4	N 38° 18' 46" W	14.10'
L5	N 00° 38' 08" W	38.50'
L6	N 38° 18' 46" W	2.53'
L7	N 38° 18' 46" W	12.63'
L8	N 89° 21' 52" E	26.93'
L9	S 00° 38' 08" E	12.00'
L10	S 89° 21' 52" W	10.00'
L11	N 45° 38' 08" W	2.83'
L12	S 89° 21' 52" W	7.21'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	11.84'	70.00'	9° 41' 24"	N 03° 36' 51" E	11.82'
C2	23.71'	371.41'	3° 39' 26"	N 21° 05' 17" E	23.70'

EXHIBIT "A-1"

A portion of Section 22, Township 21 North, Range 7
East, Gila and Salt River Meridian, Coconino County,
Arizona

SCALE: 1" = 60'
0' 60' 120' 180'

528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058
NORTHLAND EXPLORATION SURVEYS, INC.

EXHIBIT "A"

A portion of Section 22, Township 21 North, Range 7 East
Gila and Salt River Meridian,
City of Flagstaff, Coconino County, Arizona

LEGAL DESCRIPTION:

TWO parcels of land, both being a portion of Tract "A" of the Amended Final Subdivision Plat for Aspen Place at the Sawmill Improvement District as recorded in Inst. No. 3583171, R.C.C. (R1), situated in Section 22, Township 21 North, Range 7 East, Gila and Salt River Meridian, City of Flagstaff, Coconino County, Arizona, said parcels being more particularly described as follows:

PARCEL 1:

FROM the centerline-centerline intersection of Lone Tree Road and Franklin Avenue, said point being a found cap marked RLS 23372, thence N 01° 13' 59" W [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the centerline of Lone Tree Road, for a distance of 93.57 feet to a point;

thence N 88° 46' 01" E for a distance of 73.44 feet to an angle point along the westerly line of said Tract "A" (R1), said point being the TRUE POINT OF BEGINNING;

thence N 01° 13' 51" W along the said westerly line of Tract "A" (R1), for a distance of 46.15 feet to a point;

thence S 88° 46' 09" W, along the said westerly line of Tract "A" (R1), for a distance of 8.02 feet to a point;

thence N 11° 34' 54" W, along the said westerly line of Tract "A" (R1), for a distance of 15.95 feet to a point, said point being a non-tangent point of curvature;

thence northeasterly along the said westerly line of Tract "A" (R1), along a curve to the right, having a central angle of 15° 16' 56" and a radius of 371.41 feet, for a distance of 99.06 feet, the chord of said curve bears N 11° 37' 07" E a distance of 98.77 feet to a point, said point being the cusp of a non-tangent point of curvature;

thence southwesterly and southeasterly along a curve to the left, having a central angle of 9° 41' 24" and a radius of 70.00 feet, for a distance of 11.84 feet, the chord of said curve bears S 03° 36' 51" W a distance of 11.82 feet to a point of tangency;

thence S 01° 13' 51" E for a distance of 146.36 feet to a point, said point being on the said westerly line of Tract "A" (R1);

thence S 88° 46' 09" W, along the said westerly line of Tract "A" (R1), for a distance of 10.08 feet to the POINT OF BEGINNING,

said parcel of land contains 1,954 square feet of land, more or less, including any easements of record over the above described parcel.

EXHIBIT "A"

A portion of Section 22, Township 21 North, Range 7 East
Gila and Salt River Meridian,
City of Flagstaff, Coconino County, Arizona

PARCEL 2:

FROM the centerline-centerline intersection of Lone Tree Road and Franklin Avenue, said point being a found cap marked RLS 23372, thence N 89° 21' 52" E [Basis of Bearings: Grid per State Plane Zone Arizona Central (0202)], along the centerline of Franklin Avenue, for a distance of 106.34 feet to a point;

thence N 00° 38' 08" W for a distance of 38.50 feet to an angle point along the westerly line of said Tract "A" (R1), said point being the TRUE POINT OF BEGINNING;

thence N 38° 18' 46" W along the said westerly line of Tract "A" (R1), for a distance of 2.53 feet to a point;

thence N 89° 21' 52" E for a distance of 7.21 feet to a point;

thence S 45° 38' 08" E for a distance of 2.83 feet to a point, said point being on the southerly line of said Tract "A" (R1);

thence S 89° 21' 52" W, along the said southerly line of Tract "A" (R1), for a distance of 7.66 feet to the POINT OF BEGINNING,

said parcel of land contains 15 square feet of land, more or less, including any easements of record over the above described parcel, as shown on Exhibit "A-1", which is made a part hereof by this reference.

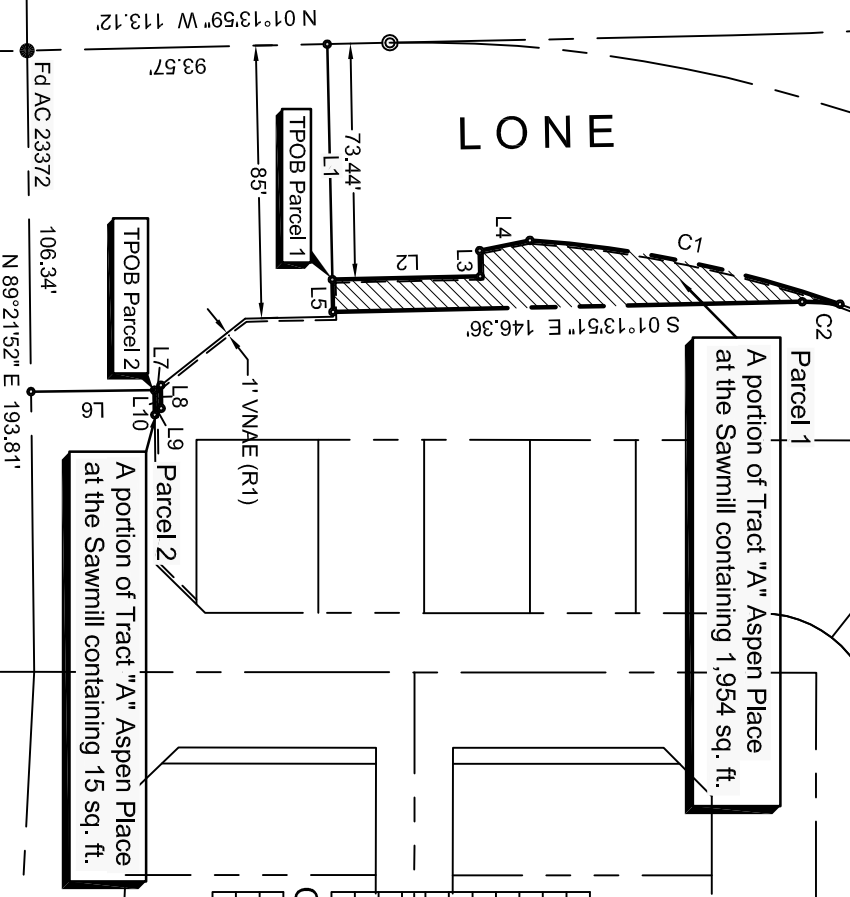


L = 318.01'
R = 424.41'
 $\Delta = 42^{\circ}55'57''$
Ch. Brg. = S 20°14'08" W
Ch. L = 310.63'

TREE
Variable R/W

TRACT "A"
ASPEN PLACE
AT THE SAWMILL

A portion of Tract "A" Aspen Place
at the Sawmill containing 1,954 sq. ft.

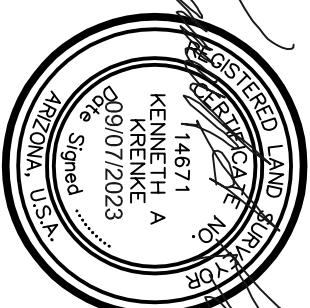
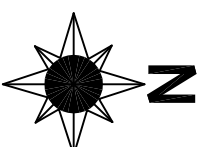


LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 88°46'01" E	73.44'
L2	N 01°13'51" W	46.15'
L3	S 88°46'09" W	8.02'
L4	N 11°34'54" W	15.95'
L5	S 88°46'09" W	10.08'
L6	N 00°38'08" W	38.50'
L7	N 38°18'46" W	2.53'
L8	N 89°21'52" E	7.21'
L9	S 45°38'08" E	2.83'
L10	S 89°21'52" W	7.66'

CURVE DATA:

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	99.06'	371.41'	15°16'56"	N 11°37'07" E	98.77'
C2	11.84'	70.00'	9°41'24"	S 03°36'57" W	11.82'



NES#21-112
FEE Tract A Aspen Place
Crew: NES
Drawn: JFW
Date: 9-06-2023
S22 T21N R7E
● Found Corner as noted
● Found cap marked RLS 48943

EXHIBIT "A-1"

A portion of Section 22, Township 21 North, Range 7
East, Gila and Salt River Meridian, Coconino County,
Arizona

0' 60' 120' 180'
SCALE: 1" = 60'



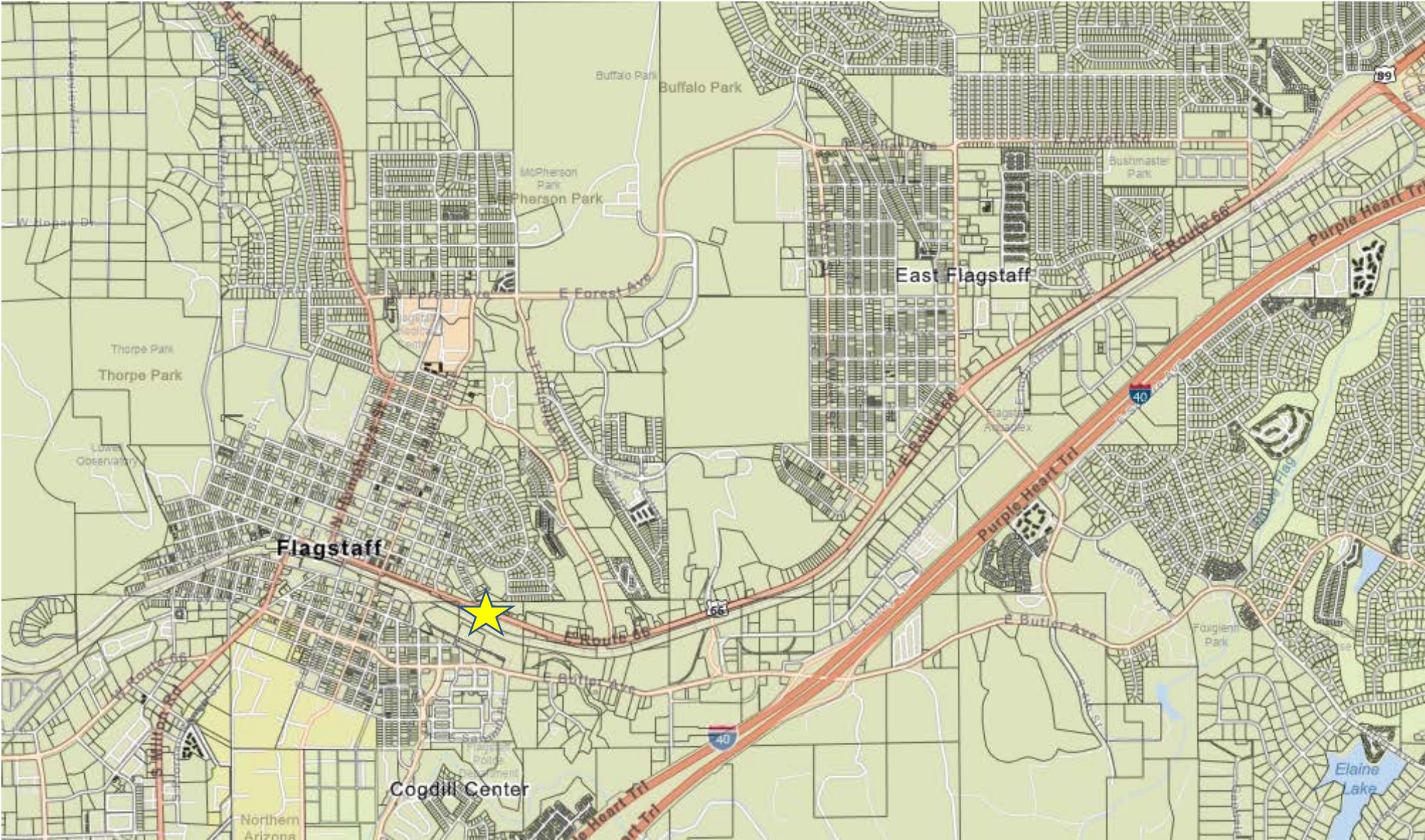
528 W. Aspen Avenue, Flagstaff, Arizona 86001 (928) 774-5058
NORTHLAND EXPLORATION SURVEYS, INC.

Lone Tree Overpass Condemnations

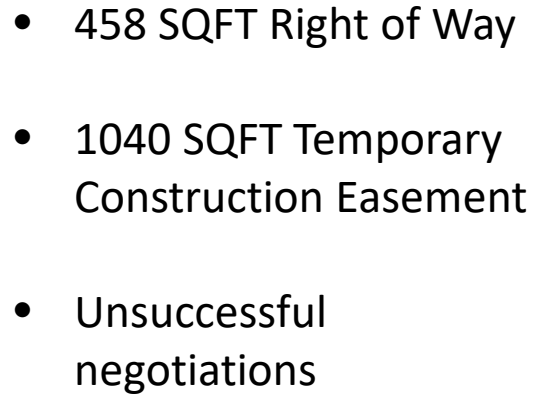




Vicinity Map





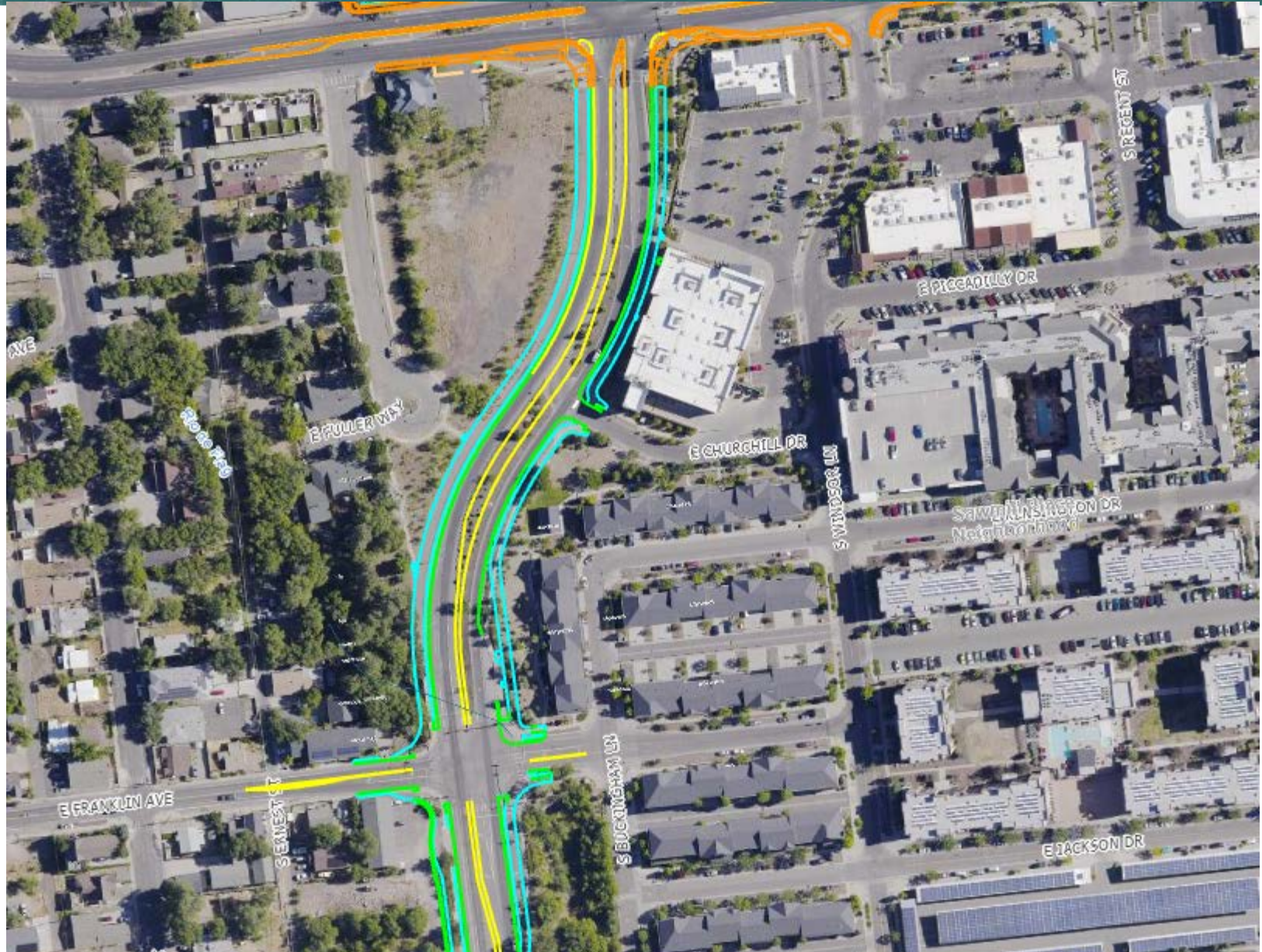






Campus Crest

- 1969 SQFT Right of Way
- 2213 SQFT Temporary Construction Easement
- Unsuccessful Negotiations





**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Carmen Pryer, Real Estate Specialist
Co-Submitter: Bryce Doty
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-14: An ordinance of the City Council of the City of Flagstaff, ratifying the grants of easements and real property; and formally accepting grants of easements and real property; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the April 16, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-14 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-14 by title only (if approved above)

At the May 7, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-14 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-14 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-14

Executive Summary:

The proposed ordinance authorizes property acquisitions as contemplated by the Flagstaff City Charter, Article VII, section 5, which provides that acquisition of all public real property and property exchanges are to be authorized by ordinance.

The ordinance serves to approve acquisitions or dispositions of real property that already have occurred. The City regularly receives real property interests from private property owners during the development review process and per City Code. Typically these real property interests are acquired by dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights-of-way or other public purposes. Additionally, the City has also granted utility easements across City-owned property necessary for City projects.

The proposed ordinance does not include a list of the real property interests dedicated to the City upon recordation of a final plat. The City Council approves all final plats.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit so while there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action.

Policy Impact:

None

Previous Council Decision or Community Discussion:

Council has ratified other real property transactions and easements approved through the development review process. This ratification usually occurs on an annual basis. The Council adopted a similar Ordinance 2023-25 on the 21st day of November, 2023.

Options and Alternatives to Recommended Action:

1. Adopt the Ordinance

Pros: Formally approving the real property interest transactions conforms with City practices.

Cons: None.

2. Do not adopt the Ordinance. In this case, transactions may be voided or there would be a further discussion as to appropriate action.

Pros: None identified.

Cons: This may result in loss of legal rights to use properties for utilities, trails, drainage, and other public purposes.

Background and History:

The City Charter requires the acquisition and disposition of real property by ordinance. The City generally applies this principle to lesser interests as well.

Connection to PBB Priorities and Objectives:

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Connection to Division Specific Plan:

None

Attachments: Ord. 2024-14
 Exhibit A: Chart

ORDINANCE NO. 2024-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, RATIFYING THE GRANT AND RESERVATION OF EASEMENTS; AND FORMALLY ACCEPTING DEDICATIONS AND DONATIONS OF EASEMENTS AND REAL PROPERTY INTERESTS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") has received dedications and donations of easements and real property interests across private property which have not yet been formally accepted by City Council; and

WHEREAS, the City has granted and reserved easements across City property for City projects, which have not yet been ratified by City Council

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General.

That the City formally accepts the dedications and donations of easements and real property as listed in Exhibit A, attached to this ordinance.

That the City ratifies the grants and reservations of easements across City property as listed in Exhibit A, attached to this ordinance.

SECTION 2: Delegation of Authority.

That the City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary, are hereby authorized, and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

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 7th day of May, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Exhibit A: Chart of Easements and Rights-of-Way

****Exhibits on file with the Flagstaff City Clerk****

Exhibit A
2023-2024
Easements and Rights-of-Way

<u>Easement Type</u> <u>Rights-of-Way</u>	<u>Parcel</u> <u>Number</u>	<u>Project</u>	<u>Location</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Size in</u> <u>SF</u>	<u>Size in</u> <u>Acres</u>	<u>Document</u> <u>Number</u>	<u>Date</u> <u>Recorded</u>
Public Water Easement	107-13-020	Chick-fil-A	2401 E. Route 66	DSP LT 2401 FLAGSTAFF LLC	City of Flagstaff	99	0.002	3991250	3/14/2024
Public Water and Appurtenances (Water Easement)	103-22-007	In & Out Burger	1860 S. Milton Road	RMG Family, LLC, a California limited liability company.	City of Flagstaff	135	0.003	3990747	3/5/2024
Drainage Easement	109-08-154	Spruce Avenue Wash	2924 N. Main Street	Laurel J. & Ricardo F. Baca	City of Flagstaff	490	0.01	3988618	1/23/2024
Right-of -Way Warranty Deed	104-02-065	Lone Tree Overpass	605 S. Lone Tree Road	Darlene Mae Calvano	City of Flagstaff	82	0.001	3988267	1/17/2024
Right-of -Way Warranty Deed	104-02-095A	Lone Tree Overpass	530 E Franklin Avenue	Franklin Duplex, LLC, an Arizona limited liability property	City of Flagstaff	40	0.0009	3987400	12/27/2023
City Water & Sewer Utilities	106-08-003F	New Fire Station	Fourth Street south of Whetstone Drive	Burch 6 LLC	City of Flagstaff	6,727	0.15	3984057	10/25/2023
Easement for Public City Water and Sewer Utilities	107-30-016C	Northwoods Business Center	2163 N Vickey Street	Arrow Development Inc.	City of Flagstaff	4,328	0.09	3982919	10/5/2023
Drainage Easement	107-30-016C	Northwoods Business Center	2163 N Vickey Street	Arrow Development Inc.	City of Flagstaff	9,958	0.22	3982918	10/5/2023
Drainage Easement	112-27-033	N/A	1760 S Thompson St.	1683 West Route 66, LLC an Arizona limited liability company	City of Flagstaff	16,117	0.37	3981306	9/8/2023

Exhibit A
2023-2024
Easements and Rights-of-Way

Public Waterline Easement	109-02-002A	2801 N. Izabel Street	Coconino High School	Flagstaff Unified School District No. 1	City of Flagstaff	8,545	0.19	3981156	9/7/2023
Public Waterline Easement	Current APN: 103-22-007 Previous APN: 103-22-004V, 8	In & Out	1860 S Milton Rd.	RMG Family, LLC.	City of Flagstaff	7,505	1.722	3981155	9/7/2023

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Rick Tadder, Management Services Director
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Approval of Cooperative Agreement: A Cooperative Agreement between the City of Flagstaff and Flagstaff Metropolitan Planning Organization for the purposes of a cash advance fund.

STAFF RECOMMENDED ACTION:

Approve the Cooperative Agreement between the City of Flagstaff and Flagstaff Metropolitan Planning Organization for the purposes of a cash advance fund.

Executive Summary:

The Cooperative Agreement between the City of Flagstaff and Flagstaff Metropolitan Planning Organization DBA MetroPlan ("FMPO" or "MetroPlan") allows the City to provide a cash advance fund to assist the FMPO with business operations related to project and planning grants that benefit the City. The time between a grant reimbursable expense is incurred by FMPO to the time that a federal, state or local government reimburses the FMPO may often take greater than 60 days to receive the cash. During this time additional bills and operational expenses need to be paid. This could create some delays in paying vendors if the cash is not available. Most of the services FMPO provide are related to grant projects. This cash advance fund will be restricted for use related to managing the cash flow while waiting on grant reimbursements.

Financial Impact:

The cash advance fund will be considered a receivable on the City of Flagstaff's balance sheet, therefore no budget appropriation is required for this item. Should the City determine the monies advanced are critical to the City's operations or if the cash advance fund is no longer needed, the funds may be returned to the City with a 90-day notice.

Policy Impact:

None

Previous Council Decision or Community Discussion:

No

Options and Alternatives to Recommended Action:

- Approve the Cooperative Agreement
- Amend and approve the Cooperative Agreement
- Do not approve the Cooperative Agreement

Background and History:

Last November the City was approached by FMPO to discuss cash flow needs related to their operations. Due to the increase in federal grant revenues available due to bills like the Infrastructure Investment and Jobs Act and others, there has been a larger number of reimbursable grants managed by FMPO which in turns

requires higher cash needs while waiting for reimbursements. Keeping a fiscally strong cash fund available is prudent for the health of the organization and ability to pay vendors timely for services provided. The City met with FMPO and determined the City can assist by providing a cash advance fund to assist our community partner. We agreed to support an Intergovernmental Agreement to be the mechanism to provide the cash advance fund. The Intergovernmental Agreement must be approved by the City Council and the FMPO/MetroPlan Board.

Connection to PBB Priorities and Objectives:

None

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: Cooperative Agreement

**COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF FLAGSTAFF AND
THE FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION
FOR THE PURPOSE OF A CASH ADVANCE FUND**

This Cooperative Agreement ("Agreement") is entered into this 16th day of April 2024 (the "Effective Date"), among the City of Flagstaff (the "City"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona, and the Flagstaff Metropolitan Planning Organization DBA MetroPlan, an Arizona nonprofit corporation ("FMPO" or "MetroPlan"), with a legal address of 3773 N Kaspar Dr. Flagstaff, Arizona. The City and FMPO may each be referred to in this Agreement individually as a Party, and collectively as the Parties.

RECITALS

A. The City authorized the establishment of a Metropolitan Planning Organization by Resolution 2070, adopted May 21, 1996.

B. The County authorized the establishment of a Metropolitan Planning Organization by Resolution 96-32, adopted May 20, 1996.

C. Under 23 C.F.R. § 450.104, a Metropolitan Planning Organization is a federal designation for "the policy board of an organization created and designated to carry out the metropolitan transportation planning process."

D. On or about June 24, 1996, Fife Symington, then Governor of the State of Arizona, in accordance with 23 CFR § 450.306, designated the FMPO as the Metropolitan Planning Organization for the Flagstaff Urbanized Area.

E. The City, the County and the State entered into an intergovernmental agreement regarding the designation of the FMPO on September 12, 1996 (the "1996 IGA").

E. On October 7, 2005, the County and the City entered into an intergovernmental agreement (the "2005 IGA") that sought to clarify the nature of each Party's FMPO responsibilities, removed ADOT from the IGA at ADOT's request, and superseded the 1996 IGA.

F. On January 9, 2012, the County and the City entered into an intergovernmental agreement (the "2012 IGA") that extended and further clarified the nature of each Party's responsibilities regarding the FMPO.

G. On September 18, 2018, the City and County adopted an amended and restated IGA to authorize the establishment of the FMPO as a separate legal entity pursuant to Arizona Revised Statutes § 11-952 with common powers specified in the Agreement.

H. On May 14, 2019, the Arizona Corporation Commission approved Articles of Incorporation establishing the FMPO as an Arizona nonprofit corporation.

I. On September 16, 2019, the FMPO secured independent legal services to provide representation on an ongoing basis separately from the City.

J. The FMPO seeks and has been awarded grants that provide planning services that directly benefit the City, as well as transportation infrastructure located within the City; however, in some cases, the grants pay on a reimbursement basis and the FMPO does not have the cash on hand to front the project costs and expenses while waiting on reimbursement.

L. The City and FMPO desire to create a mechanism where the City can contribute to a restricted cash advance fund to allow the FMPO to cash flow expenses or project costs related to grants awarded to the FMPO that provide planning services for the City or transportation infrastructure located within the City that are funded by federal and/or state grants that pay on a reimbursement basis.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to identify responsibilities and commitments between the Parties related to the City supporting FMPO's ability to cash flow operations due to the time it takes to receive reimbursements from a Federal, State or Local agency for approved grant funded services and/or projects.

2. Duration and Termination of Agreement

This Agreement will remain effective for five (5) years from the Effective Date. This Agreement shall renew automatically, subject to the appropriation of funds, for one (1) additional five (5) year period. Either Party may terminate this Agreement upon at least sixty (60) days prior written notice to the other Party to the Agreement. Terminating the Agreement shall not relieve a Party from those liabilities or obligations already incurred under this Agreement.

3. Cash Advance Fund

3.1 A Cash Advance Fund may be established to assist the FMPO in cash flow management related to timing of incurred expenditure versus the time it takes to receive reimbursements from federal and/or state grants that fund planning services that directly benefit the City or transportation infrastructure in the City. It is restricted to a cash balancing use.

3.2 Establishment of Fund. The FMPO shall maintain a grant and program reimbursement cash advance fund ("Advance Fund") consisting of all monies received by FMPO from the City. The amount of the advance fund will be determined by the City. The maximum amount advanced by the City will not exceed \$300,000.

3.3 Use of Fund. Monies in the Advance Fund may be used for any expenses or project costs that are allowed expenditures eligible for later reimbursement under an already awarded and funded federal, state, or local grant that pays on a reimbursement basis. Monies in the Advance Fund are only for the purpose of paying allowable expenditures related to grants that fund planning services that directly benefit the City or transportation infrastructure within the City. Any funds used must be later transferred back to the Advance Fund when the reimbursed funds are received by FMPO. If any monies used from the Advance Fund are not later reimbursed to the FMPO for any reason, the FMPO must immediately reimburse the Advance Fund for those amounts from another FMPO funding source.

3.4 Investment of Fund. The FMPO may invest any unexpended monies in the Advance Fund as provided by state law, including local government investment pool if authorized by the state treasurer. Interest and other income from investments shall remain in the Advance Fund and the total amount will be subject to subsection 3.6 below. To be clear, under no circumstances will any monies accrued from investing be the property of the FMPO or used for any purposes outside the Advance Fund. The FMPO shall invest monies to mature at the times when the fund assets will be required for the purposes of this article. If any invested monies are lost as a result of FMPO investment, the FMPO must immediately reimburse the Advance Fund for those amounts from another FMPO funding source.

3.5 Audit Inclusion. FMPO will ensure that the Advance Fund will be included in the audit of the financials of FMPO.

3.6 Termination of Cash Advance Fund. Should the City determine at any time that the monies advanced to the FMPO are needed for its operations, the monies advanced (including monies received from investment of funds), or any portion of, can be requested to be returned to the City. If the City requests that any portion of the Advance Fund be returned, FMPO must return the funds within ninety (90) days.

4. Dispute Resolution

4.1 Mediation. 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 litigation or some other dispute resolution procedure. Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection 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 auspices of the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each 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.

4.2 Legal Action. This mediation provision is not intended to constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a Party seeks provisional relief under the Arizona Rules of Civil Procedure.

4.3 Litigation and Attorney's Fees. 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.

5. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given 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:

If to City:
City Manager
City of Flagstaff
211 W Aspen Avenue
Flagstaff, Arizona 86001

If to the FMPO:
Executive Director
Metroplan
3773 N Kaspar Dr.
Flagstaff, Arizona 86004

6. General Provisions

6.1 Authorization to Contract. Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

6.2 Integration; Modification. Each Party acknowledges and agrees that it has 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 in this document. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement signed by or for both Parties and recorded by the County Recorder, and any modification or amendment will become effective on the date so specified, but no earlier than the date of the recording by the County Recorder.

6.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the City or the FMPO may 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 a Party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of another Party of the Agreement in any capacity or as a consultant to the other Party of the Agreement with respect to the subject matter of this Agreement.

6.4 Waiver. No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of a Party to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Flagstaff

**Flagstaff Metropolitan Planning
Organization dba Metroplan**

Becky Daggett, Mayor

Kate Morely, Executive Director

Attest:

Attest:

City Clerk

Karen Moeller, Clerk of the Board

Approved as to form:

Approved as to form:

City Attorney

Mangum, Wall, Stoops & Warden, PLLC
Legal Counsel for FMPO

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Erin Young, Water Resources Manager
Co-Submitter: Shannon Jones
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-19: A resolution of the Flagstaff City Council adopting a notice of intention to increase water, sewer, and reclaimed water rates or rate components, fees, or service charges; and setting a public hearing date on June 18, 2024.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-19 by title only
2. City Clerk reads Resolution No. 2024-19 by title only (if approved above)
3. Adopt Resolution No. 2024-19

Executive Summary:

A Notice of Intention must be adopted, pursuant to Arizona Revised Statutes Section 9-511.01, before a municipality may increase water, wastewater, reclaimed water or stormwater rates, rate components, fee or service charges. The Notice of Intention must be adopted at least 60 days prior to a public hearing (June 18, 2024), and published in the local newspaper not less than 20 days before the public hearing (May 29, 2024). A written report and cost flow analysis to support the rate increases must be filed with the City Clerk and posted on the City website at least 30 days prior to the public hearing (May 19, 2024). A public hearing is scheduled for the June 18, 2024 City Council meeting. The second public hearing is scheduled for the July 2, 2024 City Council meeting.

Staff and the city's rate consultant will introduce the full set of proposed rate adjustments for Council review and discussion.

****A presentation will be included in the Council's final packet****

Financial Impact:

Water, Wastewater, and Reclaimed Water user fees will be phased in over a 5-year period. The new rates for Year 1 would take effect on September 1, 2024:

- Year 1: September 1, 2024 through December 31, 2025
- Year 2: January 1, 2026 through December 31, 2026
- Year 3: January 1, 2027 through December 31, 2027
- Year 4: January 1, 2028 through December 31, 2028
- Year 5: January 1, 2029 through December 31, 2029

Financial Planning Process:

As prescribed by the City of Flagstaff's adopted Water Policies, the City conducts a formal rate study every three years for the water, wastewater, reclaimed water, and stormwater funds for the utility's updated ten-year financial plan. The ten-year plans are used to ensure that rate changes generate sufficient revenues to cover costs of serving customers and to maintain adequate reserves per the City's adopted financial policies. The impact on the combined utility bill is carefully considered in determining the appropriate balance between rate

increases and expenditure needs including future capital improvements and debt financing needs. The last formal rate study for the water and wastewater was completed in 2015, reclaimed water was completed in 2016, and stormwater in 2023. Water Services is overdue in starting a formal rate study in 2018 as prescribed, and did not execute the current study until 2023. The time lag since the last study, coupled with inflation and a new level of post-covid increases in material and labor costs, makes this rate adjustment a substantial one for our customers.

Policy Impact:

The City is proposing modifications to the water, wastewater, and reclaimed water rates, rate structures, and increasing miscellaneous water charges to meet cost recovery requirements for services provided to specific customers. The impact on the combined utility bill for water and wastewater service was carefully considered in determining the appropriate balance between the proposed rate changes and debt financing. Based on the ten-year financial plans, a synopsis of cost impacts is explained below:

Water

The water enterprise fund is impacted by multiple cost factors over the five-year planning period including:

- Operating cost increases for treatment chemicals due to scarcity and supply challenges.
- Operating cost increases for contractual services necessary for treating raw water.
- Increasing costs for replacing and repairing aging infrastructure.
- Surface water treatment plant upgrades to improve water source resiliency and maintain water quality.
- Increasing costs required for drought preparedness through watershed health.
- Additional operations and trades staff to support a growing community, and capital improvement program development.
- Operating cost increases for personnel services and benefits.
- Adjustments to water capacity fees and revenues to align fee per single family equivalent (3/4-inch meter equivalent) with current level of service requirements, growth-related shares of past infrastructure investments and planned capital improvements, and preparations for sustainable future water supplies.
- While Water Services proposed to decrease the base fee from 29% cost recovery to 25% cost recovery, the overall increases to base fees are proposed to better reflect the recovery of fixed operating costs.
- Increases to commodity rates are proposed to generate sufficient revenues to maintain the water fund as a self-sustaining enterprise, encourage efficient water use and urge conservation.
- Condensing the Institutional customer class to the Commercial customer class to remove single-user categories from the customer class list.
- Additionally, the ratios between water rate tiers are being adjusted to provide price incentives for efficiency indoors and re-setting the cost-of-service of providing water for outdoor water uses.

Wastewater

The wastewater enterprise fund is impacted by multiple cost factors over the five-year planning period including:

- Operating cost increases for treatment chemicals due to scarcity and supply challenges,
- Increasing cost for replacing and repairing aging infrastructure.
- Maintenance cost increases of system infrastructure due to deferred maintenance due to a lack of funding and increased system demand.
- Operating cost increases for personnel services and benefits.
- The introduction of base fees are proposed to reflect the recovery of fixed operating costs and adjusted for the cost-of-service to each customer class.
- Adjustment to the wastewater capacity fees and revenues to align the fee per single family equivalent (3/4-inch meter equivalent) with current level of service requirements including solids treatment capacity, growth-related shares of past infrastructure investments and planned capital improvements, and preparations for future wastewater treatment expansions.
- Adjustments to volumetric rates are proposed to reflect the cost of wastewater loadings by customer class and generate sufficient revenues to maintain the wastewater fund as a self-sustaining enterprise.

Overall, the water, reclaimed water, wastewater base fee and volumetric rate changes are forecasted to generate an annual revenue increase of up to \$1.74 million or 15% in the water fund and \$2.33 million or 25% in the wastewater fund, and \$120,000 or 15% in the reclaimed water fund and become effective September 1,

2024. The details of the increase are available in a written report with data supporting the changes on file with the City Clerk and posted to Flagstaff's Rate Study webpage at www.cleanwaterflagstaff.com.

Water and Wastewater Miscellaneous Charges

To address cost recovery, to meet the City's financial policy that charges recover all direct and indirect costs of service, miscellaneous charges are assessed to specific users of the service so that general rate payers do not bear the burden.

The proposed miscellaneous charge increases include:

Connection Fees -- Meters	Current	Proposed	Difference
3/4"	\$ 210.00	\$ 806.00	\$ 596.00
1"	\$ 390.00	\$ 972.00	\$ 582.00
1 1/2"	\$ 790.00	\$ 1,466.00	\$ 676.00
2"	\$ 940.00	\$ 1,703.00	\$ 763.00
Service Charges			
Water service turn on	\$ 24.00	\$ 45.00	\$ 21.00
Emergency turn on/turn off	\$ 24.00	TBD	
Turn on/turn off after hours	\$ 65.00	TBD	
Collection/ non-payment	\$ 24.00	\$ 56.00	\$ 32.00
Existing Meter Testing Rate - Accuracy Test	\$ 74.00	\$ 74.00	no change
Backflow prevention permit fee	\$ 87.00	\$ 87.00	no change
Backflow compliance fee	\$ 87.00	\$ 87.00	no change
Malicious Damage	\$ 150.00	TBD	
Industrial Pretreatment			
Discharge permit fee (per year)	\$ 250.00	TBD	
Scavenger wastes - septage per 100 gallons	\$ 8.00	\$ 10.00	\$ 2.00
Scavenger wastes - restaurant grease per 100 gallons	\$ 11.00	\$ 11.00	\$ -
Scavenger wastes - mud sump per 100 gallons	\$ 25.00	\$ 32.00	\$ 7.00
Afterhours fee for scavenger wastes dumping	\$ 35.00	\$ 146.00	\$ 111.00
Scavenger waste permit fee	\$ 24.00	\$ 45.00	\$ 21.00
River Can Fees per can	\$ 1.00	\$ 1.15	\$ 0.15

Previous Council Decision or Community Discussion:

Council & Water Commission Meetings

Presentations were provided to the Flagstaff City Council about the Rate Study on the following dates. The videos of these meetings are available on the City's Rate Study website cleanwaterflagstaff.com from the "View Past Meetings" tab.

- February 21, 2023 Discussion regarding a rate and fee study for water, reclaimed water, and wastewater funds.
- March 7, 2023 Consideration of a Contract for Professional Services with Stantec Consulting Services, Inc
- September 5, 2023 Introduction of the Rate Study Team
- December 12, 2023 Water, Wastewater, and Reclaimed Water Rate Study Presentation 1 of 2 on Capacity Fees and Misc. Fees
- January 23, 2024 Water, Wastewater, and Reclaimed Water Rate Study Presentation 2 of 3 on Capacity Fees and Misc. Fees
- February 6, 2024 Water, Wastewater, and Reclaimed Water Rate Study Presentation 3 of 3 on Capacity Fees and Misc. Fees
- February 13, 2024 Introduction to Water, Wastewater, Reclaimed Water Rate Design
- April 2, 2024 Follow-up discussion from the March 25, 2024 City Council - Water Commission Joint Meeting

Joint meetings of the Flagstaff City Council and Water Commission were held on the following dates. The videos of these meetings are available on the City's Rate Study website cleanwaterflagstaff.com from the "View Past Meetings" tab.

- October 23, 2023 Discussion and Direction on the Rate Study Financial Plans
- March 4, 2024 Wastewater Rate Design Workshop & Direction on Rate Design
- March 25, 2024 Water & Reclaimed Water Rate Design Workshop & Direction on Rate Design

Presentations were provided to the Water Commission about the Rate Study on the following dates. The videos of these meetings are available on the City's Rate Study website cleanwaterflagstaff.com from the "View Past Meetings" tab.

- August 7, 2023 Introduction of Stantec Team
- September 21, 2023 Rate Study Update on Task 2
- October 19, 2023 Rate Study Financial Planning Scenarios Presentation and Discussion
- November 16, 2023 Rate Study Approach for Capacity Fee Calculations, Cost Allocations, Misc. Fees
- December 14, 2023 Update on Capacity Fee Calculations, Cost Allocations, Misc. Fees
- January 18, 2024 Water, Wastewater, and Reclaimed Water Rate Study Presentation on Capacity Fees and Misc. Fees
- February 15, 2024 Rate Design Discussions with Water Commission

Community Meetings

- Water Services held a Water Rate Study Informational Meeting on December 7, 2023. This was a public information meeting available as a dial-in (spanish or english) or WebEx. Video is available on cleanwaterflagstaff.gov
- Water Services held a drop-in meeting on Capacity Fees at its Administrative Offices on January 30 & 31
- Water Services tabled at the Downtown Community Library on April 1 from 5-7 pm; Jay Lively Ice Arena on April 3 from 5-7 pm
- Water Services is scheduled to table at Science Saturday at Willow Bend on April 6, Joe Montoya on April 10 from 10-noon
- Water Services is scheduled to host a drop-in event at the East Flagstaff Community Library on April 8, 2024 from 5:30 to 7:00 pm

Meetings to discuss various components of the Rate Study have been held with individual customers and community groups including the Greater Flagstaff Chamber of Commerce, Capstone Homes, Northern Arizona University, Snowbowl, a member of the Downtown Business Alliance, Historic Brewery, Joy Cone. Community "Roundtable" type discussions were held in September 2023. The community groups comprised representatives of the City of Flagstaff's commissions.

The City released a website for rate study information in October, 2023 at cleanwaterflagstaff.com. Since October, the website has seen over 2,800 views. Customers can leave comments from the website.

Water Services has emailed out notices throughout the study to multiple lists of customers and organizations, sharing information about Council or Commission meetings, and community meetings, to customers monthly. The City's Public Information Office issued press releases related to the rate study, on October 16, 2023, December 12, 2023, February 29, 2024, and March 28, 2024.

Options and Alternatives to Recommended Action:

Adopt the notice of intention to change or increase water and wastewater rates and charges for fiscal years 2025 through 2029 and establish June 18, 2024, as the date for public hearing to proceed with proposed rate changes in conformity with State statutes.

At the April 16th meeting, the City's rate consultant, Stantec, will provide City Council with a list of assumptions used in the model to achieve the City's Council objectives for the rate study. Should City Council elect to explore alternatives to the rates package as presented, Stantec can explain how adjusting the model assumptions might result in adjustments to the rates and fees that Council is seeking to better meet the study objectives.

Connection to PBB Priorities and Objectives:

Serve the public by providing high quality customer service

Deliver outstanding services to residents through a healthy, well-maintained infrastructure system
Support and strengthen a robust, diverse, and sustainable economy
Promote, protect, and enhance a healthy, sustainable environment and its natural resources

Connection to Regional Plan:

Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.
Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide efficient delivery of services.

Connection to Carbon Neutrality Plan:

CR-2 Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
WS-1 Improve water infrastructure and expand water reuse.
HS-3 Adequately fund services for disaster preparedness.
HS-4 Improve the resilience of public infrastructure and City facilities.

Connection to 10-Year Housing Plan:

none

Connection to Division Specific Plan:

Council-adopted Water Policies 2014

Section A Finance Policies:

Policy A1.1, A1.2

Policy A3.1, A3.2, A3.3

Attachments: Res. 2024-19
 Presentation

RESOLUTION NO. 2024-19

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING A NOTICE OF INTENTION TO INCREASE WATER SERVICES RATES OR RATE COMPONENTS, FEES OR SERVICE CHARGES, AND SETTING A PUBLIC HEARING DATE ON JUNE 18, 2024

RECITALS:

WHEREAS, the City of Flagstaff ("City") is a municipality engaging in a domestic water, reclaimed water and wastewater system business; and

WHEREAS, the City hereby intends to comply with Arizona Revised Statutes § 9-511.01, which establishes mandatory procedures for increasing rates, rate components, fees or service charges for the provision of public water, reclaimed water and wastewater services; and

WHEREAS, the City Council hereby intends that a copy of a written report containing data that supports the proposed increased rates or rate components, fees or service charges, be made available to the general public during a period that precedes the public hearing on the proposed increased rates or rate components, fees or service charges by at least thirty (30) days.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. Notice of Intention.

That the City Council hereby declares this resolution to be formal notice of intention to increase water, reclaimed water or wastewater rates or rate components, fees or service charges.

SECTION 2. Public Hearing.

A public hearing will be held before the City Council to consider proposed increases to Water Services rates or rate components, fees or service charges at the regularly scheduled public meeting on **Tuesday, June 18, 2024, at 3:00 p.m. in the Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona 86001.**

SECTION 3. Written Report and Cash Flow Analysis.

The City Management Services Division is directed to prepare a written report or supply data supporting the increased rates or rate components, fees or service charges.

The written report or data shall include cash flow projections that indicate all anticipated revenues from residential and nonresidential customers and the overall expenses for providing water or wastewater service.

This information shall be made available for public inspection at least thirty (30) days and

preferably at least sixty (60) days before the public hearing, by filing it with the City Clerk's Office to be maintained as a public record, and by posting it on the City website.

SECTION 4. Effective Date.

This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of April, 2024.

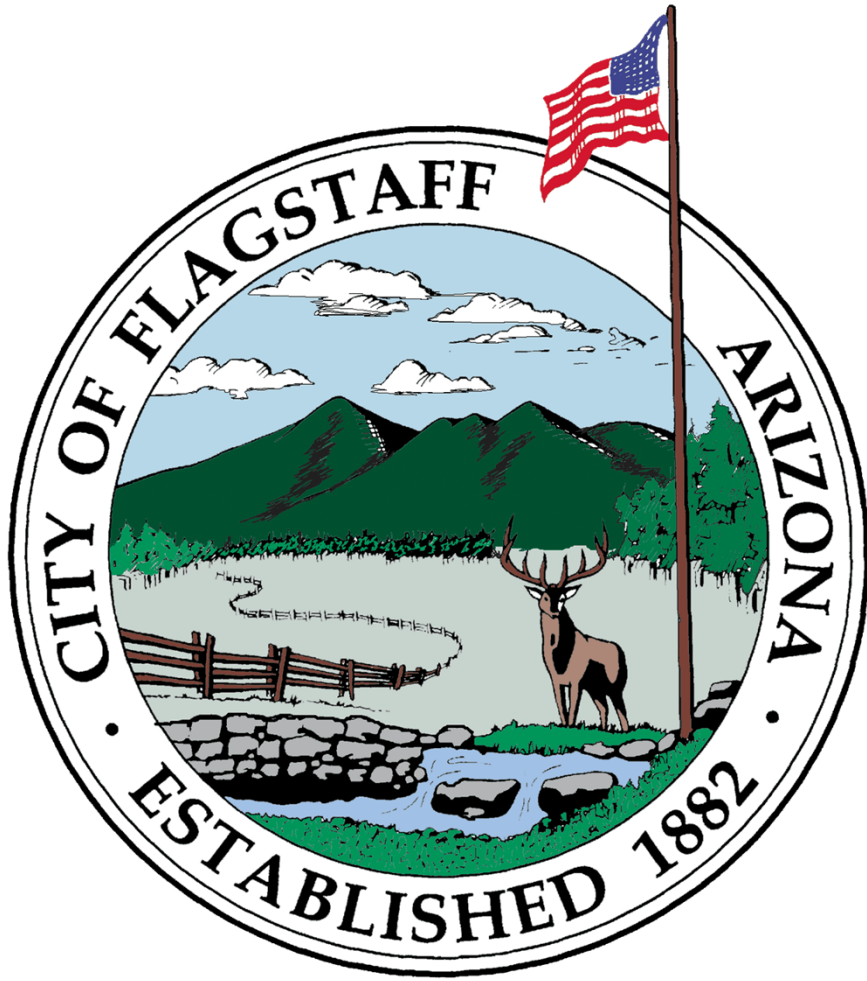
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Flagstaff, AZ

Water, Reclaimed Water, & Wastewater Cost-of-Service Study

Consideration of Notice of Intention to Increase Water Services Rates or Rate Components, or Fees or Service Charges

*City Council Meeting
April 16, 2024*



Why are we here?

We are asking Flagstaff City Council to adopt a notice of intention to increase water services rates or rate components, fees, or service charges.

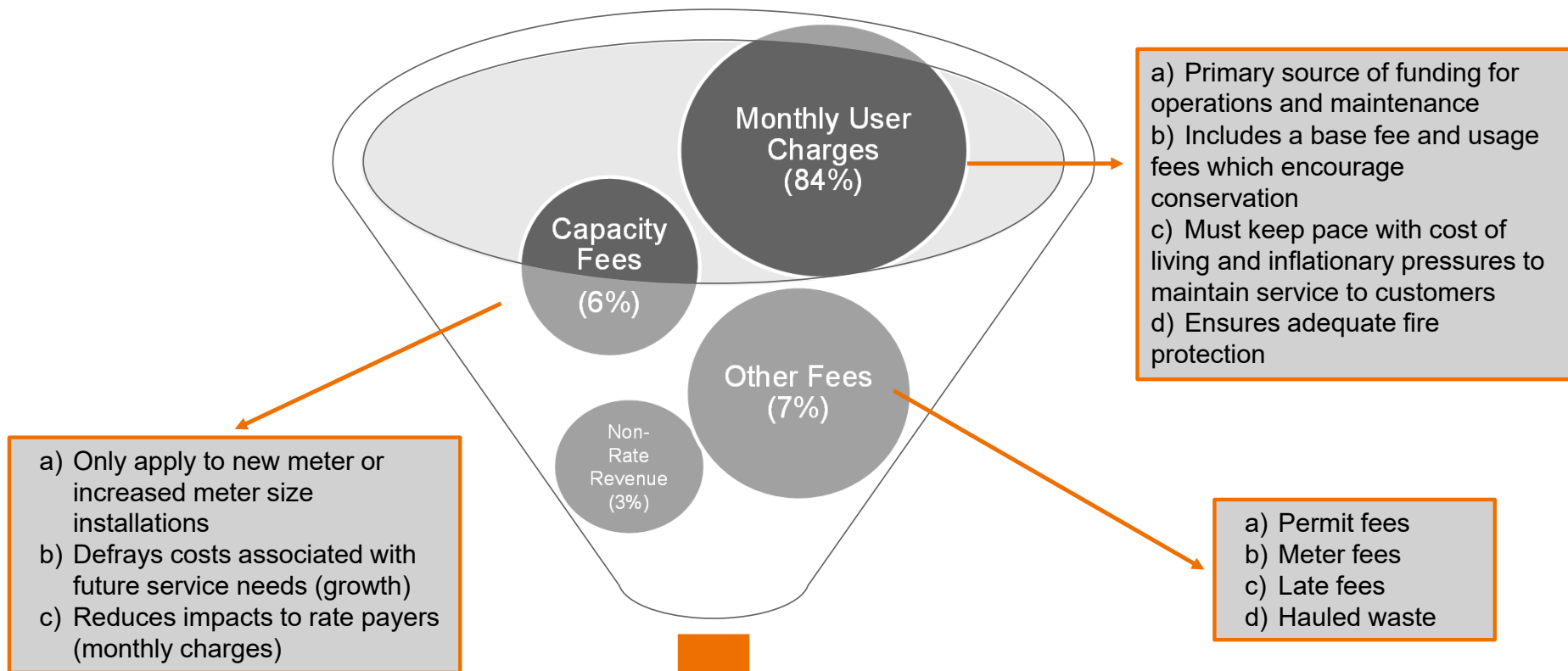


Agenda

1. Financial Plans
2. Capacity Fees
3. Miscellaneous Fees
4. Cost-of-Service Rates
5. Approve Resolution
6. Next Steps



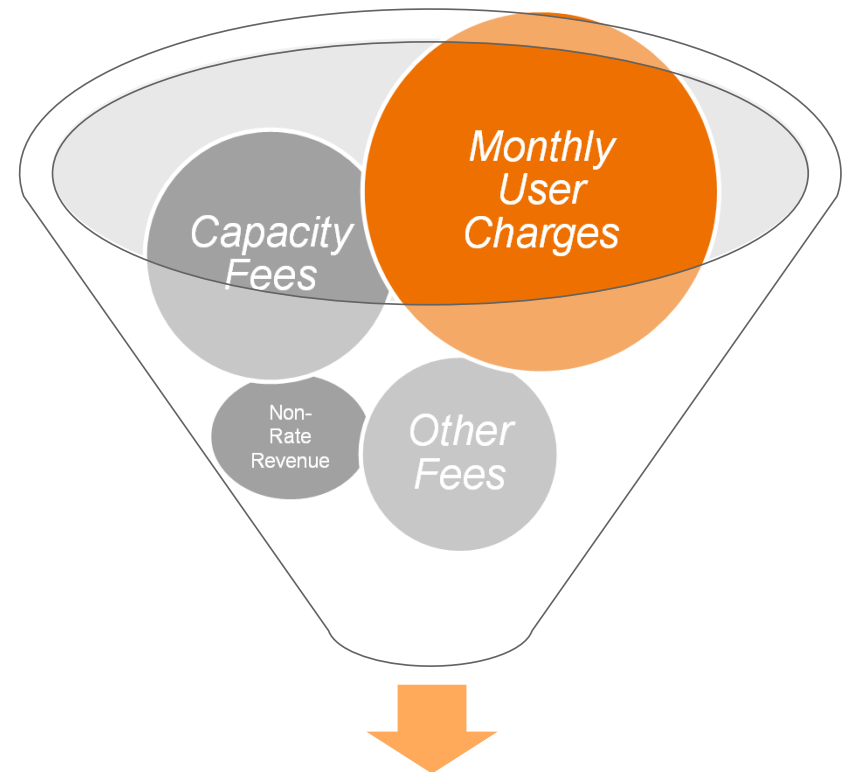
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How We Fund Our Water Services Needs



Financial Planning



How we fund our Water Services Needs



Key Financial Assumptions & Adjustments

Assumption	Details
Growth	1.00% annually*
Reserve Targets	90 days O&M
Debt Service Coverage	Target: 1.25x Minimum: 1.20x
Base Operating Budget	“Balanced” O&M budget adjusted to reflect average spending rate, carry-forwards, one-time requests, and operating capital
Cost Escalation Factors	Default inflation factor at 3.5% Chemical, Utilities, Equipment Maintenance at 6.00%
CIP Escalation	Full CIP adjusted for 4% annual cost escalation beginning in FY 2025
Funding Sources	Rate revenues, fund balances, debt, grant funding, and capacity fees
Grant Funding	\$21.9M in Water; \$3.2M in Reclaimed Water
Major Projects	Water – Red Gap Ranch Pipeline Design & Construction Wastewater – Wildcat Hill Wastewater Treatment Plant Design & Expansion



Financial Planning Scenario Recap

	Water	Wastewater	Reclaimed Water
Scenario 1 – Status Quo	<ul style="list-style-type: none">• Base O&M Budget Assumptions + Escalation<ul style="list-style-type: none">• 90% Execution of O&M Budget• Approved CIP from Finance		
Scenario 2 – CPI	<ul style="list-style-type: none">• Base O&M Budget + Escalation• 90% Execution of O&M Budget<ul style="list-style-type: none">• Adjusted CIP		
Scenario 3 – “Fix & Go”	<ul style="list-style-type: none">• Base Budget + Escalation• 90% O&M Execution• Variable Executed Full CIP• One-time catch up to FY2024		
Scenario 4 – Levelized	<ul style="list-style-type: none">• Base Budget + Escalation• 90% O&M Execution• Variable Executed Full CIP• Smoothed 5-year rate plan to catch up		
Scenario 5 – Alternative Option	<ul style="list-style-type: none">• 90% Base Budget + Escalation• Full CIP + Unfunded Projects• Level plan of rate increases	<ul style="list-style-type: none">• 90% Base Budget + Escalation• Full CIP + Unfunded Projects• Level plan of rate increases	<ul style="list-style-type: none">• 90% Base Budget + Escalation• Full CIP + Unfunded Projects• Level plan of rate increases tied to Water Fund

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Water Fund

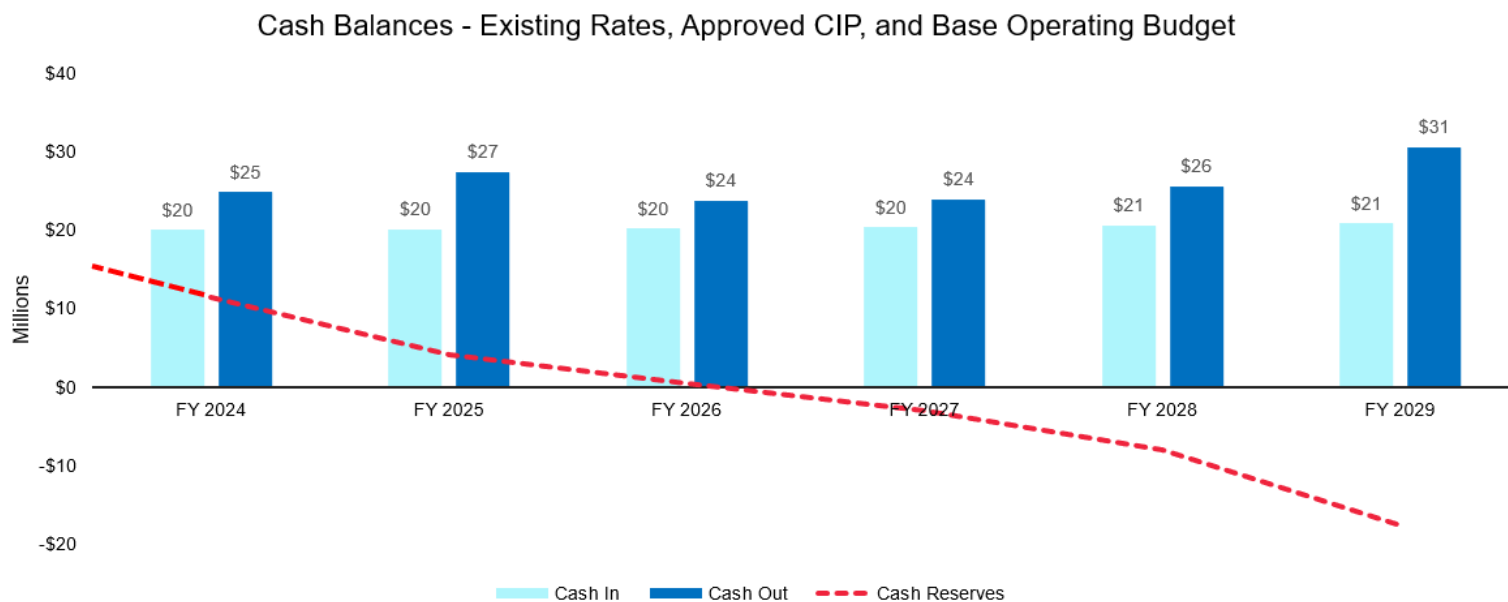


Initial Rate Study

5-Year Financial Outlook - Water

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Exhaust Cash
Reserves by FY26
Due to ~\$5M Annual
Funding Gap



Differences from Balanced 5-Year Plan:

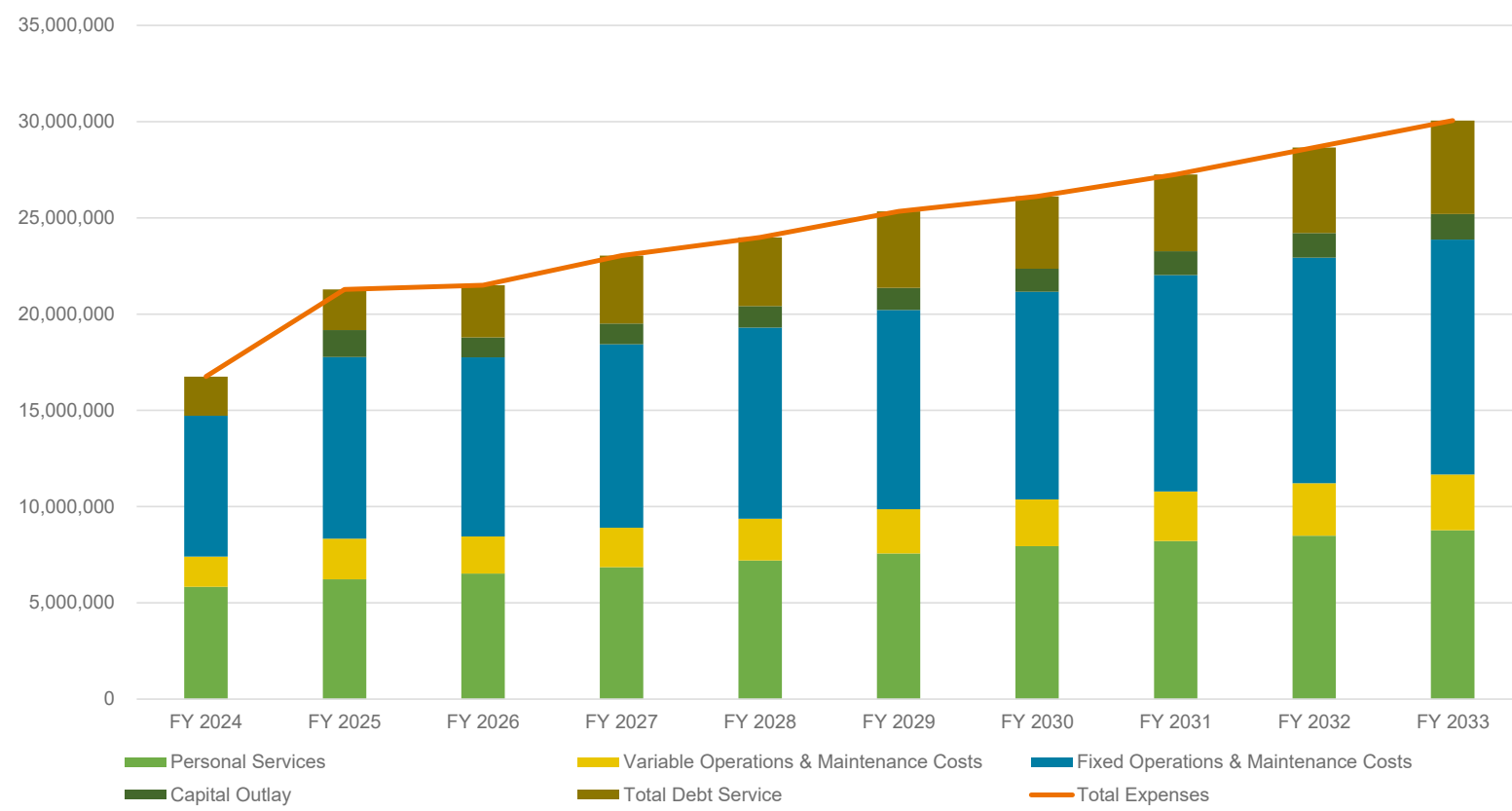
1. Base operating budget is adjusted to reflect average spending levels, carry-forwards, one-time requests, and operating capital.
2. 4% annual cost escalation to Approved CIP.
3. FY23 Ending Cash Balance excludes funds restricted for capacity improvements.

*Values are from the beginning of rate study process and have changed over the last 10 months



DRAFT – FOR DISCUSSION PURPOSES

Water Fund Annual Expenses



Personnel Services

- Salaries & Wages
- Pensions
- Insurance

Variable Operations & Maintenance Costs

- Miscellaneous Services
- Equipment Maintenance
- Gas, oil, chemicals

Fixed Operations & Maintenance Costs

- Education
- Equipment
- Buildings & Materials
- Vehicles
- Utilities

Capital Outlay

- Machinery & Equipment
- Rolling Stock
- OP CIP Programs



Full Water CIP List

DRAFT – FOR DISCUSSION PURPOSES

Project	10-Year Project Cost (\$ Millions)
Beulah/University Waterline Relocation	\$404,103
Rio Flood Control Project - Waterline	\$2,275,000
Aging Water Infrastructure Replacements	\$19,966,000
Water Vault/PRV Replacement Program	\$2,275,512
Radio Read Meter Replacements*	\$4,250,000
Reserve	\$3,000,000
Water System Master Plan	\$284,561
Water Rate Study	\$262,000
SCADA Well Upgrades	\$330,000
New Well and Pumphouse	\$26,248,619
Coconino Estates - Bundle #4	\$938,807
Lake Mary Sedimentation Basins (Flocculations)	\$12,198,994
Soliere Waterline 12" Upsizing	\$3,377,150
Lake Mary Land Acquisition	\$3,000,000
McAllister-Well Design/Construction	\$148,912
Switzer Canyon Transmission Line Phase 4	\$6,823,506
Switzer Canyon Transmission Line Phase 5	\$7,000,000
Fort Tuthill Waterline Loop - Phase 2	\$2,000,000
Water Energy Efficiency Upgrades	\$500,000
Water Resources Master Plan	\$145,000
First Ave TREX Waterline Replacement	\$249,750
Fort Tuthill Well	\$7,592,083
Inner Basin Waterline*	\$16,132,576

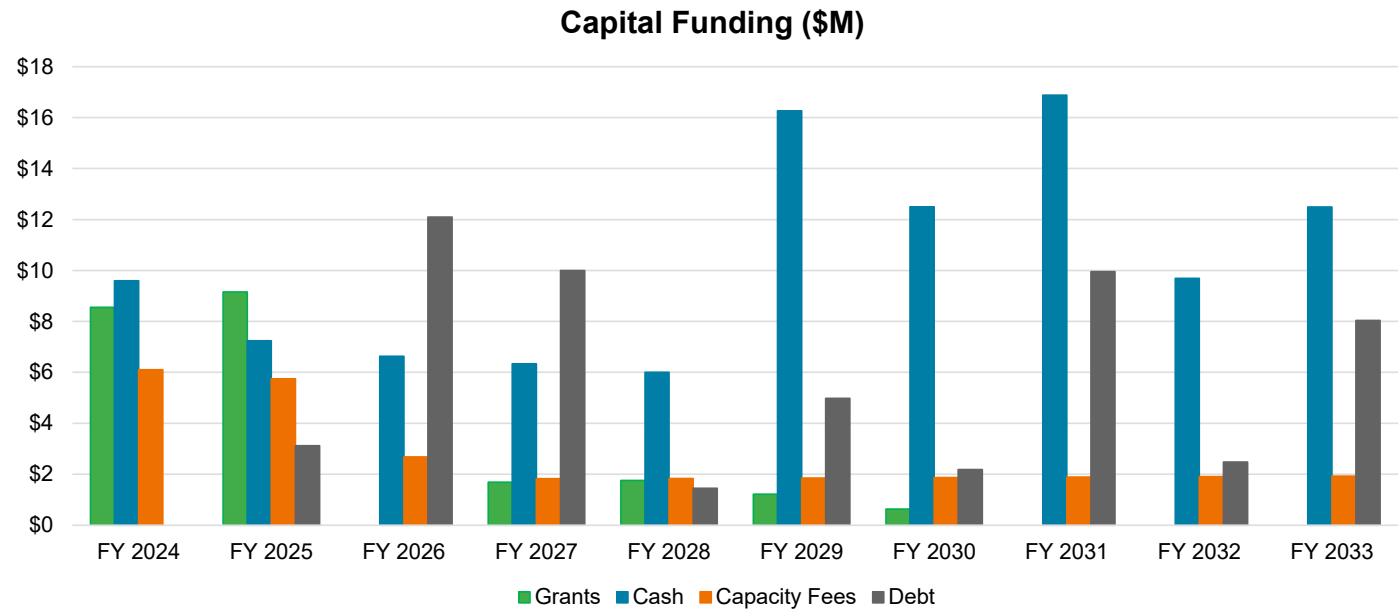
Project	10-Year Project Cost (\$ Millions)
Inner Basin Line - Schultz to Reservoir Plant	\$8,200,000
Inner Basin Spring Box and Collection Rehab	\$4,200,000
LM Raw Water Pipeline Rehab*	\$16,000,000
Zone B Storage	\$1,050,000
Lake Mary Dam Repairs	\$250,000
Red Gap Ranch Hydrogeologic Study	\$300,000
Red Gap Ranch ROW Survey and Mapping	\$150,000
Red Gap Ranch Water Quality Study	\$400,000
Railroad Springs #3 Storage Tank	\$1,500,000
Red Gap Ranch NEPA Environ Impact Study*	\$1,250,000
Red Gap Ranch ROW Acquisition Segments 1-3	\$2,000,000
Red Gap Ranch Well Completion (10 Wells)	\$450,000
JW Powell Waterline Oversizing	\$2,300,000
Pine Del Waterline Upsizing	\$2,500,000
Red Gap Ranch Geotechnical Investigation*	\$725,000
Red Gap Ranch Well Field Piping Design	\$750,000
Woody Mountain Wellfield Powerline Burial*	\$3,500,000
Fort Valley Shopping Center	\$600,000
ADOT Cast Iron	\$5,500,000
Turquoise WL Replacement	\$1,100,000
East Side Shop New Building for Equipment Storage	\$1,000,000
Annual Unfunded project	\$9,000,000
Total Water 10-Year CIP	\$182,252,573

*Includes grant funding



Water Fund CIP Funding FY 24-33

Scenarios	FY 24 – FY 33 CIP Funding Total (\$M)
Cash	\$101.6
Grants	\$23.0
Revenue Debt	\$62.4
Capacity Fees	\$27.6
Total CIP	\$214.6



	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Total Annual CIP Funding	\$28.95	\$22.66	\$21.62	\$19.84	\$11.03	\$27.96	\$17.18	\$28.73	\$14.07	\$22.46



Water Fund Rate Projections

Directed Scenario	FY24-FY33 CIP Funding Level (\$M)	FY24	FY25	FY26	FY27	FY28	FY29	FY30-FY33 Annual
Alternative Option	\$214.6*	0.0%	15.0%	15.0%	15.0%	15.0%	15.0%	5.0%

The Alternative Option includes full-funding of the Water CIP with a levelized plan of annual rate increases

*Total CIP Funding Level Total includes escalated project costs for FY 2024 – FY 2033



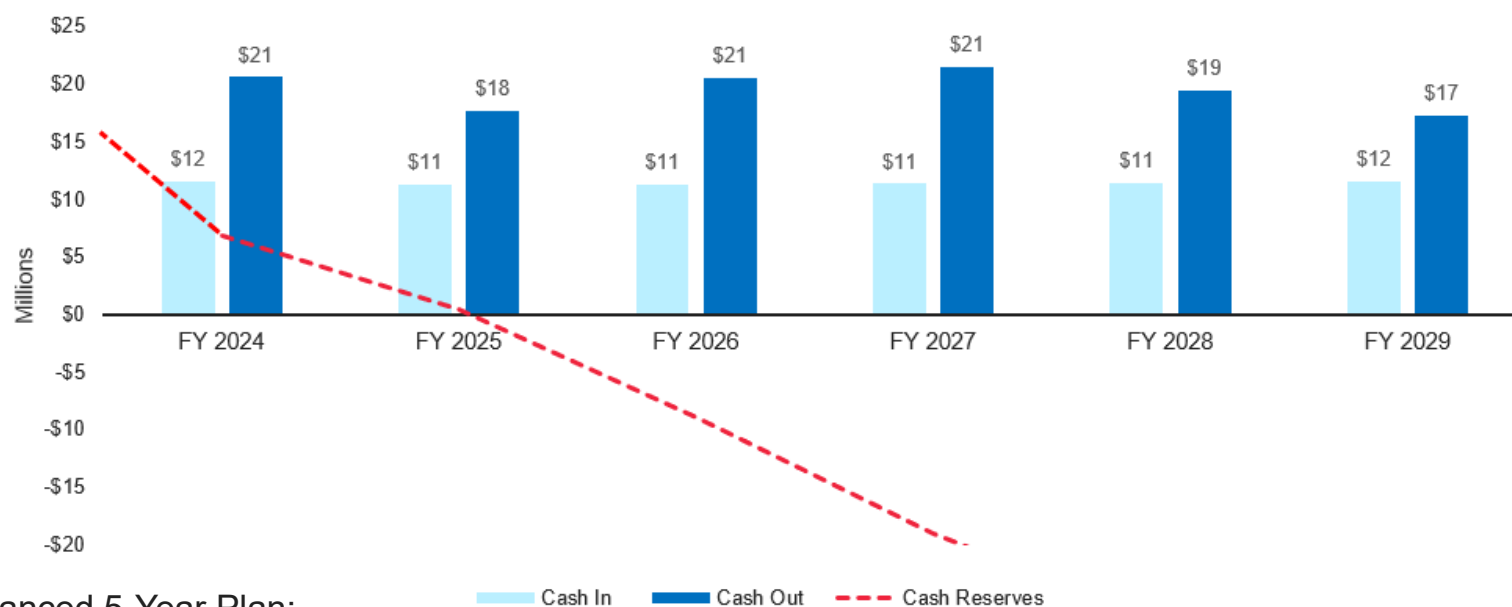
Wastewater Fund



Initial Rate Study

5-Year Financial Outlook - Wastewater

Cash Balances - Existing Rates, Approved CIP, and Base Operating Budget



Exhaust Cash
Reserves by FY25
Due to ~\$9M
Funding Gap

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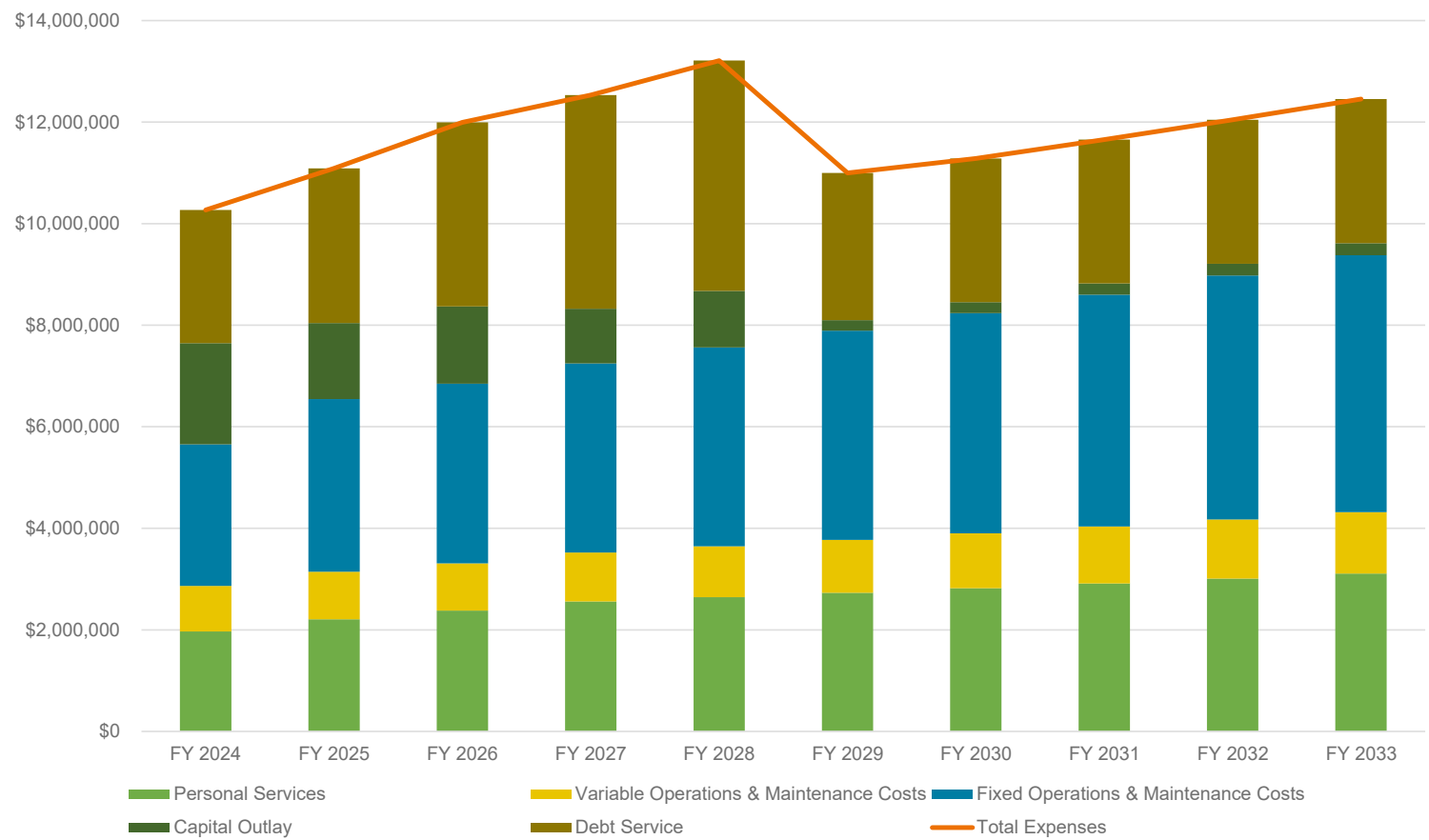
Differences from Balanced 5-Year Plan:

1. Base operating budget is adjusted to reflect average spending levels, carry-forwards, one-time requests, and operating capital.
2. 4% annual cost escalation to Approved CIP.
3. FY23 Ending Cash Balance excludes funds restricted for capacity improvements.

*Values are from the beginning of the rate study process and have changed over the last 10 months



Wastewater Fund Annual Expenses



Personnel Services

- Salaries & Wages
- Pensions
- Insurance

Variable Operations & Maintenance Costs

- Miscellaneous Services
- Equipment Maintenance
- Gas, oil, chemicals

Fixed Operations & Maintenance Costs

- Education
- Equipment
- Buildings & Materials
- Vehicles
- Utilities

Capital Outlay

- Machinery & Equipment
- Rolling Stock
- OP CIP Programs



Full Wastewater CIP List

DRAFT – FOR DISCUSSION PURPOSES

Project	10-Year Project Cost (\$ Millions)
Beulah/University Sewer Ext	\$300,000
Master Plan - Collections	\$400,000
Energy Efficiency Program	\$206,637
Rio Two Bar Screens	\$515,917
Aging Infrastructure Replacements	\$13,000,000
Reserve for Improvements	\$3,000,000
Rio de Flag Sewer Relocations	\$4,245,000
Coconino Estates - Bundle #4	\$875,276
Wildcat Dewatering Facility	\$6,100,000
Sewer Rate Study	\$125,000
First Ave Rte 66 Sewer Replacement	\$500,990
Country Club Interceptor to WCH	\$12,300,000
Rio Solids Treatment	\$24,618,500
Sewer Collection AIR Assessments	\$50,000
Wildcat New Elect./Fiber Upgrade	\$3,246,000
Rio de Flag Fiber Upgrade	\$250,000

Project	10-Year Project Cost (\$ Millions)
Wildcat Roof Replacement	\$3,000,000
Wildcat UV Disinfection	\$5,500,000
Rio Main Motor Control Centers	\$3,600,000
BNSF Sewer Relocations	\$1,839,141
Facility Master Plan Update	\$1,150,000
Headworks Rehab	\$3,000,000
East Industrial Sewer Improvements	\$520,000
Sunnyside Trunk Upsizing	\$260,000
Ponderosa Pkwy - McMillan Mesa	\$400,000
East Railhead Upsizing	\$500,000
University Heights Oversizing	\$500,000
Wildcat Solar Drying Facility	\$3,000,000
Rio Roof Replacement	\$2,500,000
Unfunded project estimate	\$20,532,000
Total Wastewater 10-Year CIP	\$116,034,461

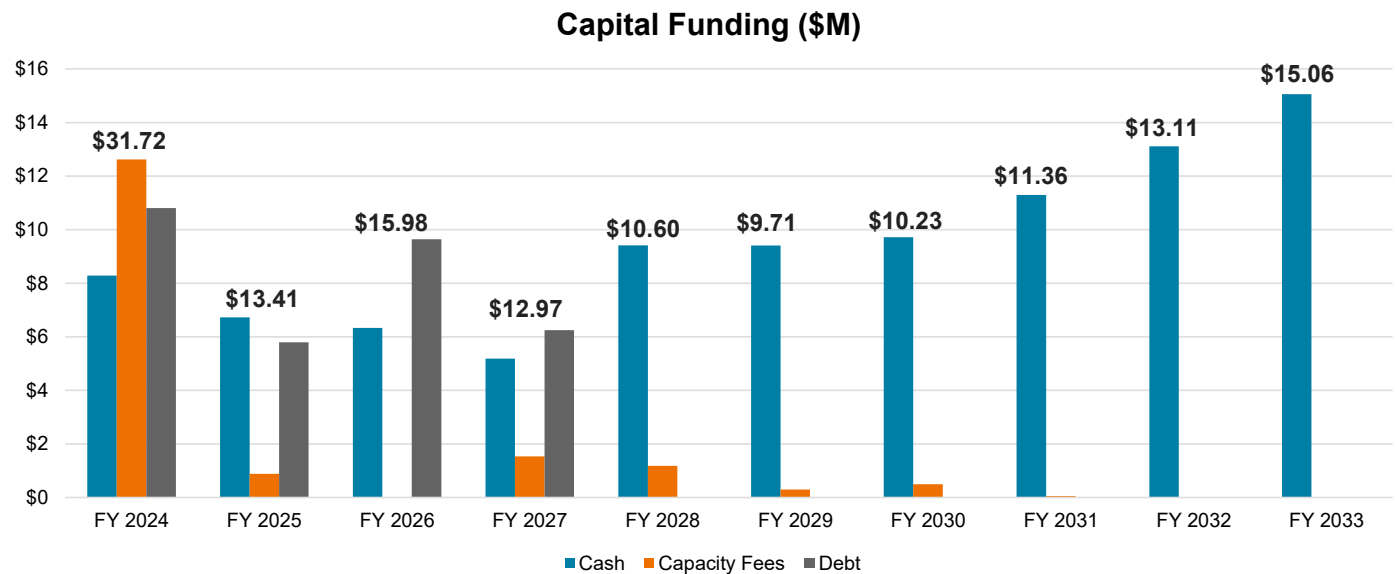
*This list does not include projects that are funded by G.O. bonds being paid for by property taxes



Wastewater Fund CIP Funding FY24-33

DRAFT – FOR DISCUSSION PURPOSES

Scenarios	FY 24 – FY 33 CIP Funding Level (\$M)
Cash	\$94.5
Grants	\$0.0
Debt	\$32.5
Capacity Fees	\$17.1
Total CIP	\$144.1



	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Total Annual CIP Funding	\$31.72	\$13.41	\$15.98	\$12.97	\$10.60	\$9.71	\$10.23	\$11.36	\$13.11	\$15.06



Wastewater Fund Rate Projections

Directed Scenario	FY24-FY33 CIP Funding Level (\$M)	FY24	FY25	FY26	FY27	FY28	FY29	FY30-FY33 Annual
Alternative Option	\$144.1*	0.0%	25.0%	25.0%	15.0%	10.0%	5.0%	5.0%

The Alternative Option includes full-funding of the Water CIP with a levelized plan of annual rate increases

*Total CIP Funding Level Total includes escalated project costs for FY 2024 – FY 2033



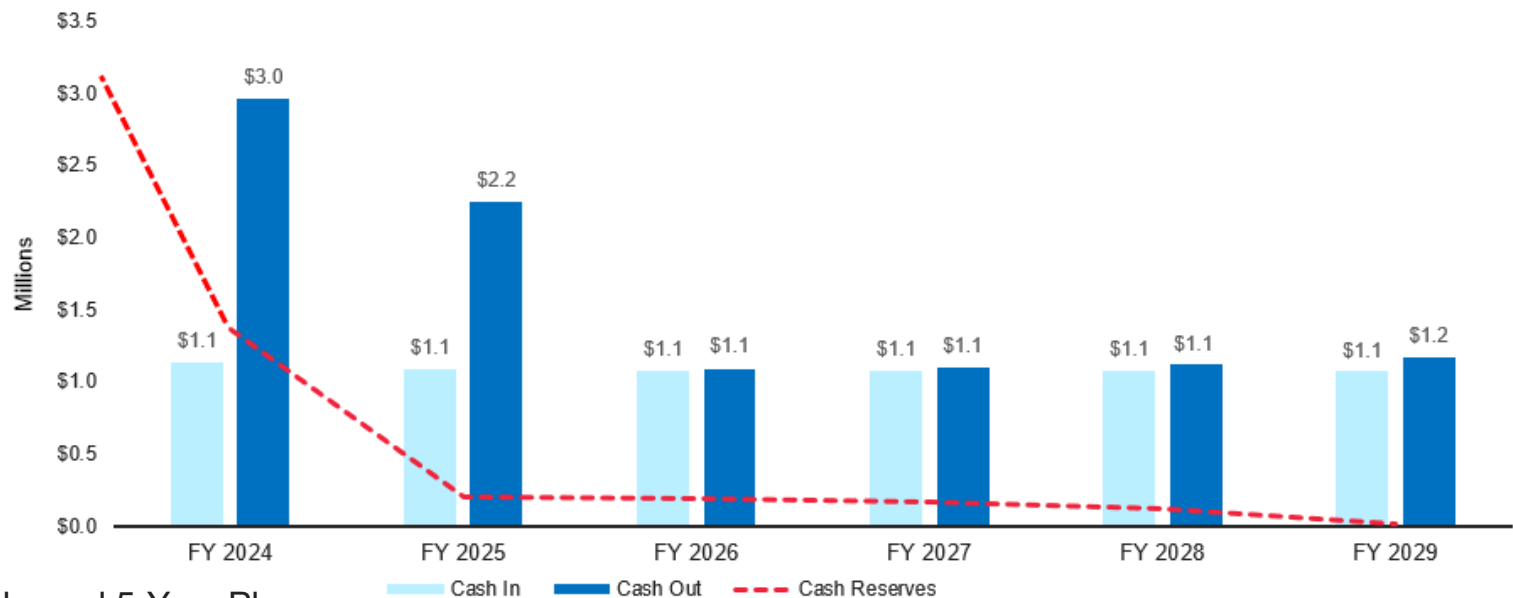
Reclaimed Water Fund



Initial Rate Study

5-Year Financial Outlook – Reclaimed Water

Cash Balances - Existing Rates, Approved CIP, and Base Operating Budget



Cash Reserves
Exhausted in FY29
Due to ~\$0.5M
Funding Gap

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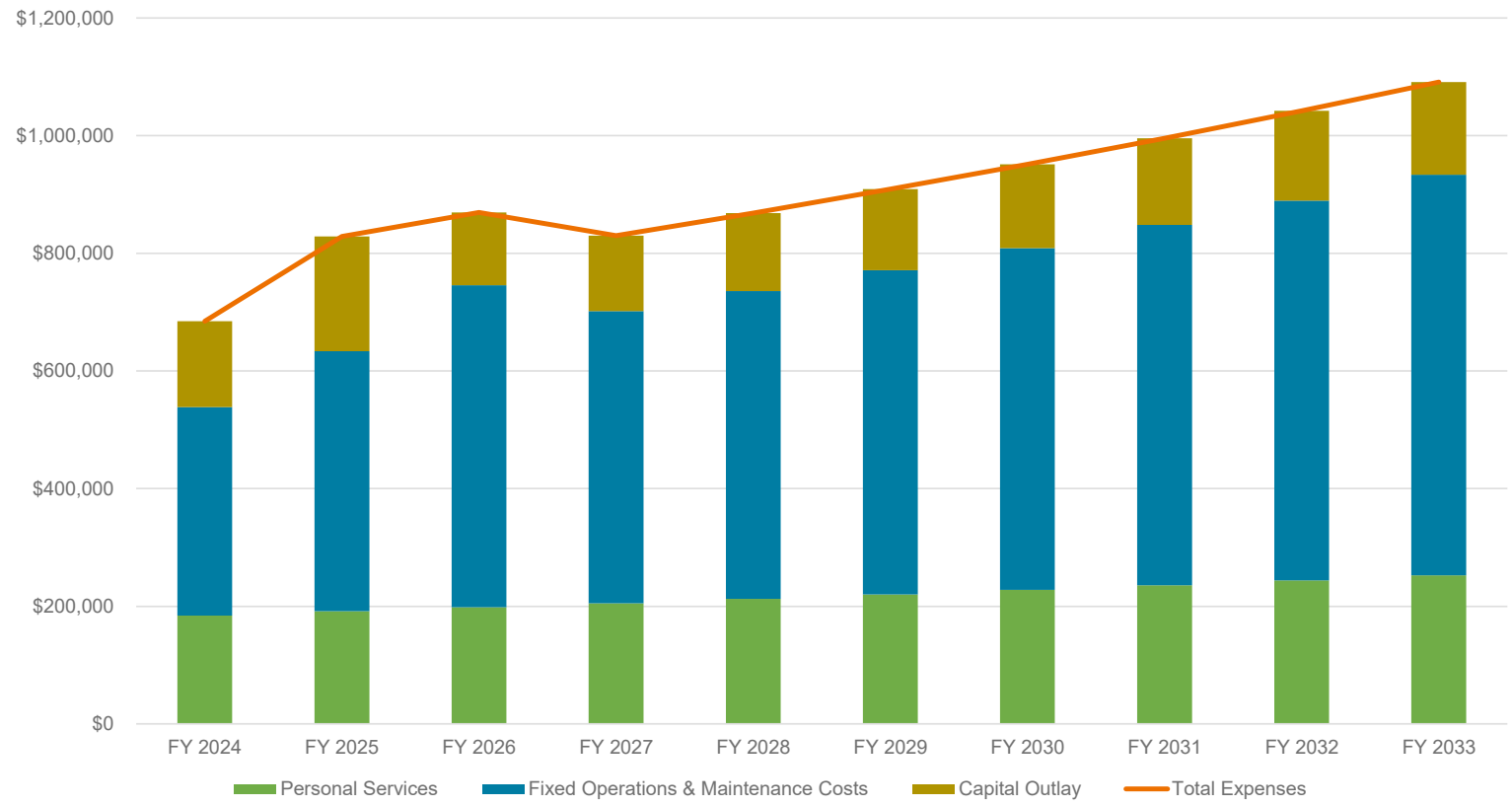
Differences from Balanced 5-Year Plan:

1. Base operating budget is adjusted to reflect average spending levels, carry-forwards, one-time requests, and operating capital.
2. 4% annual cost escalation to Approved CIP.

*Values are from the beginning of the rate study process and have changed over the last 10 months



Reclaimed Water Fund Annual Expenses



Personnel Services

- Salaries & Wages
- Pensions
- Insurance

Fixed Operations & Maintenance Costs

- Education
- Equipment
- Buildings & Materials
- Gas, oil, chemicals
- Vehicles
- Utilities

Capital Outlay

- Machinery & Equipment
- Rolling Stock
- OP CIP Programs



Full Reclaimed Water CIP List

DRAFT – FOR DISCUSSION PURPOSES

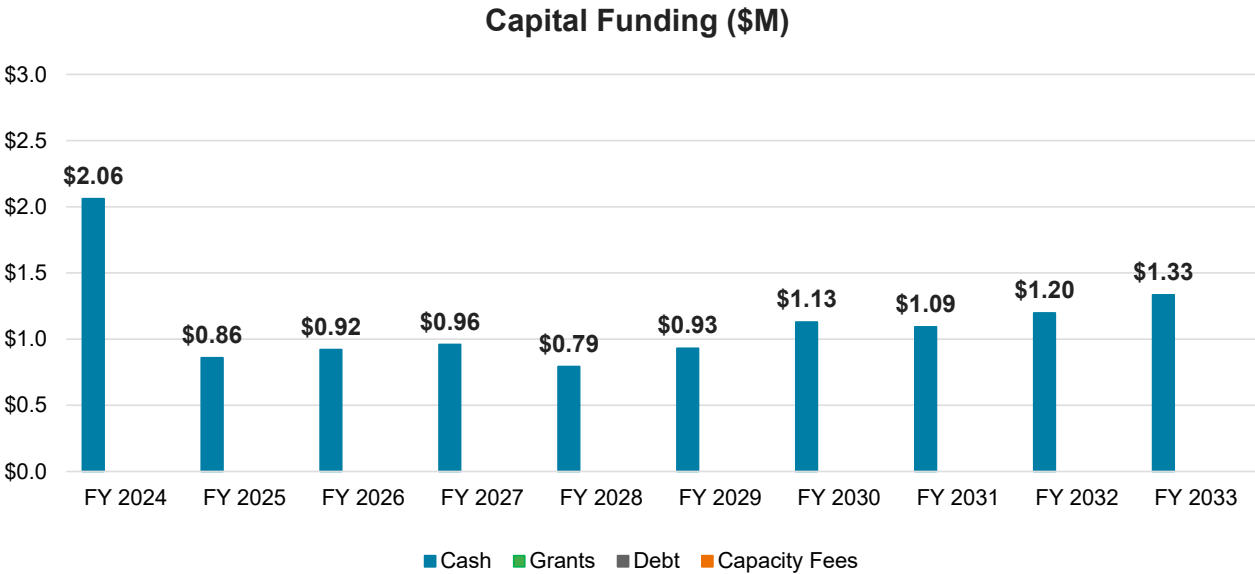
Project	10-Year Project Cost (\$ Millions)
8" Bottleneck - Replacement	\$6,121,983
Rio Reclaim Water PRV Relocation 16"	\$280,000
Rate Study- Reclaimed Portion	\$75,000
Reclaim Water Meters and Vaults	\$225,000
Rio Reclaimed Pump Valve Actuators	\$120,000
AWT Sampling and Testing	\$180,000
Reclaim System PRV/ARV Assessment	\$100,000
BNSF Reclaimed Relocations	\$905,846
Buffalo Park Tank #1 Painting	\$400,000
Buffalo Park Chlorine Bldg Upgrade	\$3,000,000
Reclaim Loop - Fox Glenn to Country Club	\$5,000,000
Bushmaster Park Booster Communications & Flow Meters	\$600,000
WCH Reclaim Booster Building Equipment Upgrade	\$4,000,000
AWT Pilot Project	\$3,000,000
Reclaim Model Projects	\$2,500,000
Rio Storage Tank	\$500,000
WCH Storage tank	\$500,000
Unfunded project estimate	\$29,250,000
Total Reclaimed Water 10-Year CIP	\$56,757,829



Reclaimed Water CIP Funding FY 24-33

DRAFT – FOR DISCUSSION PURPOSES

Scenarios	FY 24 – FY 33 CIP Funding Level (\$M)
Cash	\$11.3
Grants	\$0.0
Debt	\$0.0
Capacity Fees	\$0.0
Total CIP	\$11.3



	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
Total Annual CIP Funding	\$2.06	\$0.86	\$0.92	\$0.96	\$0.79	\$0.93	\$1.13	\$1.09	\$1.20	\$1.33



Reclaimed Water Fund Rate Projections

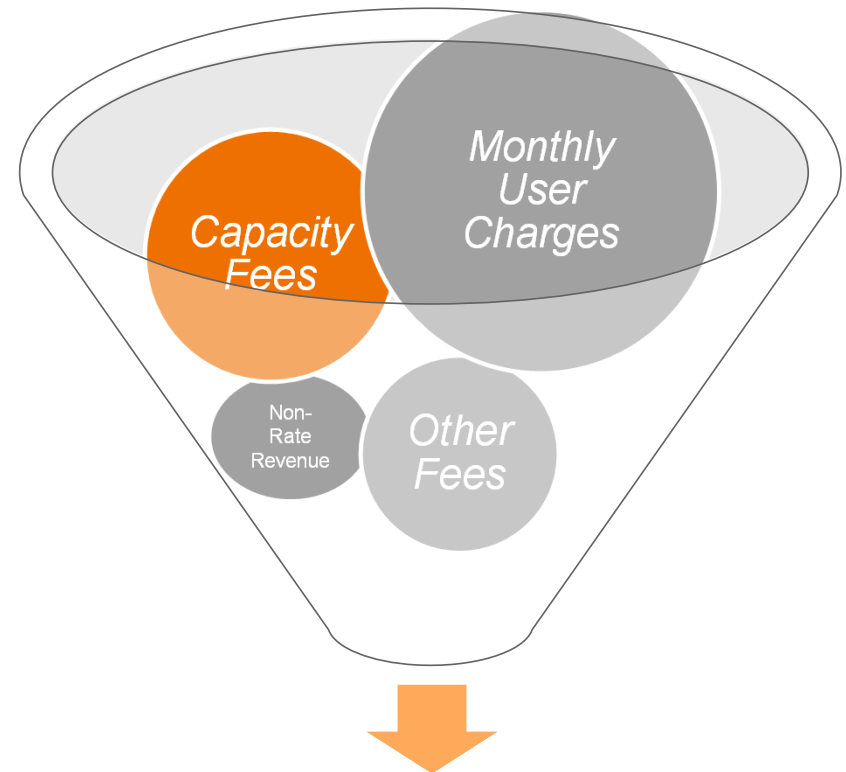
Directed Scenario	FY24 - FY33 CIP Funding Level (\$M)	FY24	FY25	FY26	FY27	FY28	FY29	FY30-FY33 Annual
Alternative Option	\$11.3*	0.0%	15.0%	15.0%	15.0%	15.0%	15.0%	5.0%

The Alternative Option funds Reclaimed Water CIP to the extent possible with annual rate increases based on potable water rate projections

*Total CIP Funding Level Total includes escalated project costs for FY 2024 – FY 2033



Capacity Fees



How we fund our Water Services Needs



Capacity Fee Methodologies

Combined Method Recommended by Water Commission

Methodology	Water Fund*	Wastewater Fund
Buy- In Method		
<i>Fixed Assets: RCNLD**</i>	\$187.0M	\$128.6M
<i>Existing Capacity (Flow in million gallons per day)</i>	16.90 MGD	10.00 MGD
<i>Existing Capacity (Loadings in pounds per day)</i>	N/A	23,410 PPD
Incremental Method***		
<i>Total 10-Year CIP</i>	\$209.5M	\$115.3M
<i>Expansion-Related CIP</i>	\$70.5M	\$38.3M
<i>Incremental Capacity (Flow)</i>	1.53 MGD	0.00 MGD
<i>Incremental Capacity (Loadings)</i>	N/A	16,400 PPD
Combined Method		
<i>Total System Value</i>	\$257.5M	\$166.9M
<i>Total System Capacity (Flow)</i>	18.43 MGD	10.00 MGD
<i>Total System Capacity (Loadings)</i>	N/A	39,810 PPD

* Water Fund capacity fees include growth-related Reclaimed Water distribution capital projects

** Replacement Cost New Less Depreciation

*** Does not include Future Water Supply Projects or Wastewater Treatment Plant Expansion Project

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Level of Service Discussion

Actual Use Recommended by Water Commission

Level of Service (LOS)*	Water Fund	Wastewater Fund	
		<i>Flow</i>	<i>Loadings</i>
Design Standards (City Code)	875 GPD	420 GPD	N/A
Actual Use	335 GPD	257 GPD	0.67 PPD

Level of Service Industry Guidance**

- Water system LOS standard is the amount of capacity allocable to an ERU on an average-day or peak basis.
 - This represents the amount of capacity allowable to an ERU, whether or not such capacity is actually used by the customer
- *“A review of historical customer and per capita flows and peak-to-average-daily-flow water production relationships and trends can indicate whether an existing level-of-service standard is still appropriate or whether it should be updated.”*

① * Based on peak day demand

** From AWWA M1 Manual – Principles of Water Rates, Fees, and Charges



Summary of Council Direction

- Use the Combined Methodology for calculating capacity fees
- Use system actuals as a basis for level-of-service calculations
- Collect capacity fees towards the cost of future water supply infrastructure projects (such as Red Gap Ranch, direct potable reuse, or indirect potable reuse projects, at Council direction)
- Collect capacity fees towards the cost of a new wastewater facility
- Include loadings capacity along with the flow capacity as a basis for calculating the level-of-service for the wastewater system



Growth Related Water Projects

DRAFT – FOR DISCUSSION PURPOSES

List	10-Year Project Cost (\$)	Percentage Growth	Added Capacity (MGD)
Water System Master Plan	\$300,000	50%	
Water Rate Study	\$262,000	50%	
Future Water Rights - Red Gap Waterline	\$320,941	100%	
New Well and Pumphouse	\$26,248,619	100%	
Solier Waterline 12" Upsizing	\$3,406,176	60%	1.51
Lake Mary Land Acquisition	\$3,000,000	100%	
McAllister-Well Design/Construction	\$148,912	100%	
Switzer Canyon Transmission Line Phase 4	\$7,162,560	50%	
Switzer Canyon Transmission Line Phase 5	\$7,000,000	50%	0.97
Fort Tuthill Waterline Loop - Phase 2	\$2,000,000	100%	0.81
Fort Tuthill Well	\$7,620,000	100%	
Zone B Storage	\$1,050,000	100%	
Red Gap Ranch SOFT COSTS	\$4,425,000	100%	
Railroad Springs #3 Storage Tank	\$1,500,000	100%	
JW Powell Waterline Oversizing	\$2,300,000	100%	1.12
Pine Del Waterline Upsizing	\$2,500,000	100%	0.95
8" Bottleneck – Replacement	\$3,933,433	100%	
Reclaim Loop - Fox Glenn to Country Club	\$5,000,000	100%	
Rio Storage Tank	\$500,000	100%	
WCH Storage tank	\$500,000	100%	
<i>Total Growth-Related Projects</i>		<i>\$70,500,000</i>	
<i>Large Projects/Future Water Supply Projects</i>	<i>\$230,000,000</i>	<i>100%</i>	<i>18.00</i>





Water Capacity Fee Options using the Combined Methodology

Level of Service (LOS) Scenario	$\frac{3}{4}$ " Residential Meter		2" Commercial Meter	
LOS – Actual Data	<i>Existing Fee</i>	Calculated Fee	<i>Existing Fee</i>	Calculated Fee
1A: No Future Water Supply & New Ground Water Capacity	\$5,728	\$6,507	\$30,530	\$34,682
1B: Future Water Supply & New Ground Water Capacity	\$5,728	\$8,146	\$30,530	\$43,418
LOS – Design Standards	<i>Existing Fee</i>	Calculated Fee	<i>Existing Fee</i>	Calculated Fee
2A: No Future Water Supply & New Ground Water Capacity	\$5,728	\$17,341	\$30,530	\$92,427
2B: Future Water Supply & New Ground Water Capacity	\$5,728	\$21,603	\$30,530	\$115,143

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Proposed Water Capacity Fees Combined Methodology

Meter Size	Existing Number of Accounts	FY 2023 Average Usage per Month (gal)*	ERU Factor	Existing Fee	Proposed Fee
¾"	19,188	4,147	1.0	\$5,728	\$8,146
1"	1,068	10,000	1.67	\$9,566	\$13,604
1 ½"	378	34,505	3.33	\$19,074	\$27,126
2"	676	84,485	5.33	\$30,530	\$43,418
3"	34	212,656	10.00	\$57,279	\$81,459
4"	24	387,872	16.67	\$95,484	\$135,791
6"	5	255,082	33.33	\$190,910	\$271,500
8"	4	2,170,630	53.33	\$305,468	\$434,417
10"	0	0	76.67	\$439,157	\$624,541

ⓘ *Based on FY 2023 billing data



Growth Related Wastewater Projects

DRAFT – FOR DISCUSSION PURPOSES

List	10-Year Project Cost (\$)	Percentage Growth	Added Capacity
Master Plan - Collections	\$400,000	50%	
Wildcat Dewatering Facility	\$6,100,000	50%	
Sewer Rate Study	\$125,000	50%	
Country Club Interceptor to WCH	\$12,300,000	50%	16.03 MGD
Rio Solids Treatment	\$24,700,000	100%	5,000 PPD
East Industrial Sewer Improvements	\$520,000	50%	1.23 MGD
Sunnyside Trunk Upsizing	\$260,000	50%	1.44 MGD
Ponderosa Pkwy - McMillan Mesa	\$400,000	50%	0.49 MGD
East Railhead Upsizing	\$5,000,000	50%	0.84 MGD
University Heights Oversizing	\$5,000,000	50%	1.12 MGD
Wildcat Solar Drying Facility	\$3,000,000	100%	
<i>Total Growth-Related Projects</i>		<i>\$38,253,000</i>	
<i>Wastewater Treatment Plant Expansion</i>	<i>\$245,000,000</i>	<i>100%</i>	<i>9.00 MGD</i>





Wastewater Capacity Fee Options using the Combined Methodology

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Level of Service (LOS) Scenario	$\frac{3}{4}$ " Residential Meter		2" Commercial Meter	
LOS – Actual, Flow Only	Existing Fee	Calculated Fee	Existing Fee	Calculated Fee
1A: No WWTP Expansion	\$3,723	\$4,203	\$19,845	\$22,404
1B: WWTP Expansion	\$3,723	\$4,249	\$19,845	\$22,649
LOS – Actual, Flow + Loadings	Existing Fee	Calculated Fee	Existing Fee	Calculated Fee
1C: No WWTP Expansion	\$3,723	\$3,824	\$19,845	\$20,383
1D: WWTP Expansion	\$3,723	\$4,086	\$19,845	\$21,780
LOS – Design Standards, Flow Only	Existing Fee	Calculated Fee	Existing Fee	Calculated Fee
2A: No WWTP Expansion	\$3,723	\$6,861	\$19,845	\$36,572
2B: WWTP Expansion	\$3,723	\$6,937	\$19,845	\$36,977
LOS – Design Standards, Flow + Loadings	Existing Fee	Calculated Fee	Existing Fee	Calculated Fee
2C: No WWTP Expansion	\$3,723	\$5,785	\$19,845	\$30,836
2D: WWTP Expansion	\$3,723	\$5,866	\$19,845	\$31,268



Proposed Wastewater Capacity Fee Options

Combined Methodology

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Meter Size*	Existing Fee	ERU Factor	Proposed Fee
¾"	\$3,723	1.0	\$4,086
1"	\$6,218	1.67	\$6,824
1 ½"	\$12,399	3.33	\$13,608
2"	\$19,845	5.33	\$21,780
3"	\$37,233	10.00	\$40,863
4"	\$62,068	16.67	\$68,120
6"	\$124,099	33.33	\$136,198
8"	\$198,566	53.33	\$217,927
10"	\$285,468	76.67	\$313,302

- For larger meter sizes, Stantec recommends customized fee calculations
- Multifamily connections are charge the ¾" fee per unit, regardless of meter size

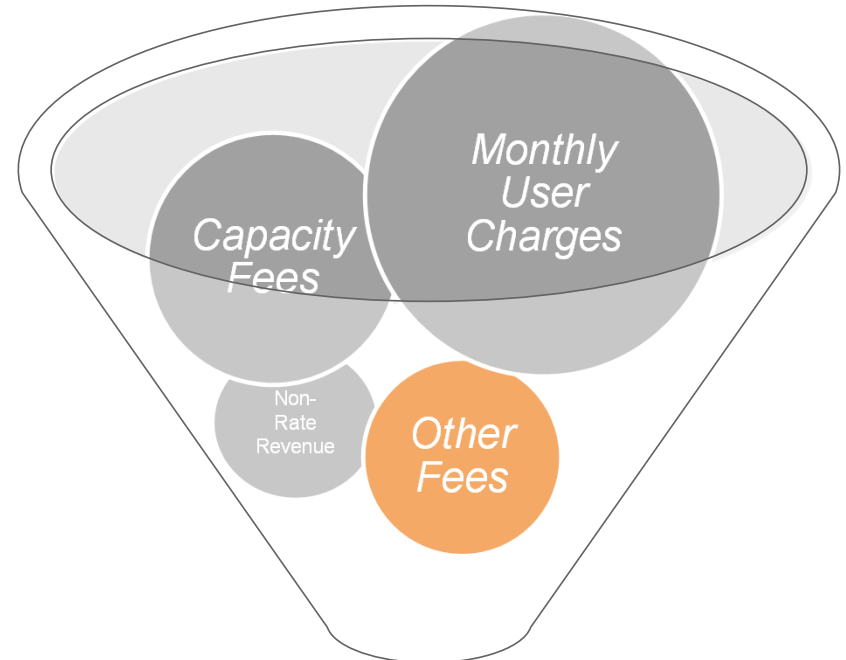




Miscellaneous Service Fees



Miscellaneous Service Fees



How we fund our Water Services Needs



Miscellaneous Fee Process

1. Perform interviews with staff to identify activities and costs
2. Populate in Stantec's cost computation template
3. Apply Stantec data for comparable fees if needed
4. Evaluate financial implications/impacts of full cost recovery



$$\begin{array}{l} \text{Hours Spent} \\ \text{(i.e., Customer Service,} \\ \text{Field Services, Technical} \\ \text{Services)} \end{array} \times \begin{array}{l} \text{Costs per Hour} \\ \text{(Labor, vehicles \&} \\ \text{equipment)} \end{array} + \begin{array}{l} \text{Unit} \\ \text{Costs} \\ \text{(Materials)} \end{array} = \text{Cost of Service}$$



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Water Meter Installations

Meter Size	Current Fee	Proposed Fee	Change
3/4"	\$210	\$806	\$596
1"	\$390	\$972	\$582
1 1/2"	\$790	\$1,466	\$676
2"	\$940	\$1,703	\$763

Proposed fee costs include:

- Labor
- Materials
- Equipment needed to install a water meter



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Service Charges

Fee Description	Current Fee	Proposed Fee	Change (% Cost Recovery)
Water Service Establishment Fee (Next Business Day)	\$24	\$45	\$21
Water Service Establishment Fee (Same Day Surcharge)	\$65	\$20	\$20 surcharge added to \$45 = \$65
Collection / Non-Payment	\$24	\$45	\$21 (65%)
Existing Meter Testing Rate – Accuracy Test	\$74	\$74	No Change
Backflow Prevention Permit Fee	\$87	\$87	No Change
Backflow Compliance Fee	\$87	\$87	No Change
Malicious Damage	\$150	\$150	No Change



Sewer Miscellaneous Fees

DRAFT

Fee Description	Current Fee	Proposed Fee	Change (% Cost Recovery)
Industrial Pretreatment Discharge Fee (5-year permit)	\$1,250	\$1,950	\$700 (3%)
Scavenger Wastes – Septage (per 100 gallons)	\$8	\$11	\$3
Scavenger Wastes – Restaurant Grease (per 100 gallons)	\$11	\$11	No Change
Scavenger Wastes – Mud Sump (per 100 gallons)	\$25	\$31	\$6
After Hours Fee for Scavenger Wastes Dumping	\$35	\$146	\$111
Scavenger Wastes Permit	\$24	\$45	\$21 (60%)



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Sewer Surcharge Rates for High Strength Waste

Fee Description	Current Fee	Proposed Fee	Change
BOD over 300 mg/L (per pound)	\$0.273	\$0.421	+\$0.148
TSS over 350 mg/L (per pound)	\$0.1343	\$0.292	+\$0.1577
Higher Surcharge Rates:			
BOD 400mg/L to 500 mg/L	Doubled	*	Same surcharge for all high strength
BOD above 501 mg/L	Tripled	*	Same surcharge for all high strength
TSS 450 mg/L to 550 mg/L	Doubled	*	Same surcharge for all high strength
TSS 551 mg/L	Tripled	*	Same surcharge for all high strength

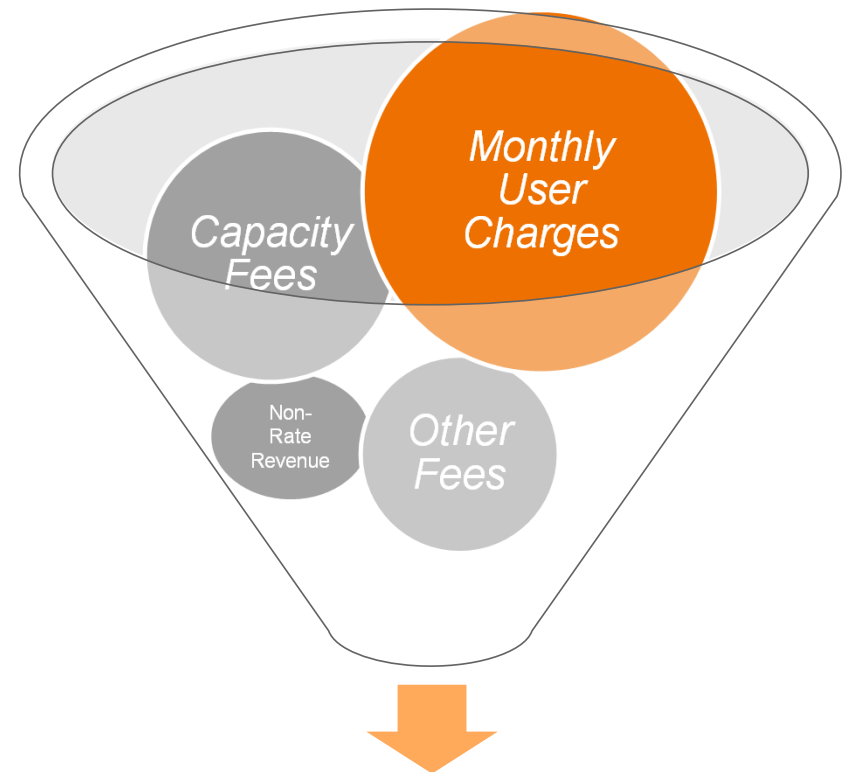
BOD = Biochemical oxygen demand

TSS = Total suspended solids

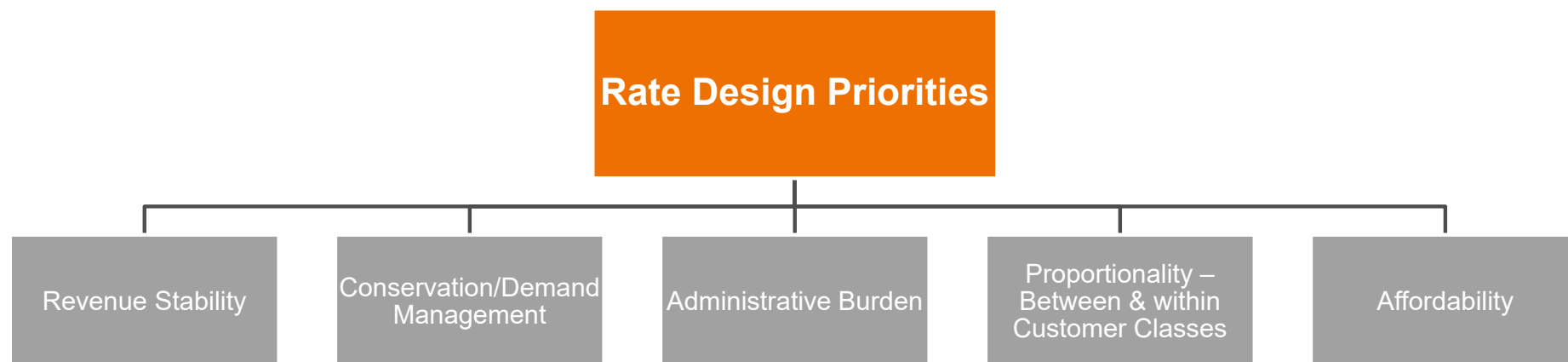
Mg/L = milligrams per liter



Cost-of-Service Rates



How we fund our Water Services Needs





Water Rates



Rate Design Options Review

Water	
Option	Description
Option 1	25% Revenue Recovery through Base Charge
Option 2	Option 1 + Change in Residential Tiers
Option 3	Option 2 + Class Combination
Option 3 Revised	Option 3 + Change in Residential Tiers

Wastewater	
Option	Description
Option 1	Rates based on Cost-of-Service (Results)
Option 2	Rates based on a fixed charge + an individual volume charge for each customer class
Option 3	Rates based on a fix charge + a volume charge for four separate, consolidated customer classes.



Option 3 Revised

Monthly Fixed Meter Charges		
Meter Size	Fixed Meter Charge*	FY 2025 Proposed Fixed Charge (25% Cost Recovery)
3/4"	\$16.64	\$14.33
1"	\$19.60	\$19.86
1 1/2"	\$26.98	\$33.66
2"	\$35.84	\$50.23
3"	\$56.52	\$102.68
4"	\$86.05	\$144.10
6"	\$159.88	\$364.97
8"	\$248.47	\$447.80
10"	\$351.83	\$1,165.64
FY25 Cost Recovery (millions)		\$4.24M

Customer Class		Tier Price Ratio	Current Rate*	FY25 Volume Charge (per 1,000 gallons) (75% Cost Recovery)
Single Family	Tier One	0.93	\$3.44	\$4.39
	Tier Two	1.00	\$4.45	\$4.72
	Tier Three	2.00	\$6.86	\$9.43
	Tier Four	4.00	\$13.72	\$18.86
Multi-family			\$4.42	\$4.97
Commercial/Schools			\$4.69	\$5.88
Landscape			\$4.69	\$10.51
Manufacturing			\$4.63	\$5.56
Institutional			\$4.30	\$5.88
Hydrant			\$7.17	\$7.60
Standpipe			\$9.56	\$7.55
FY25 Cost Recovery (millions)				\$12.72M

*Inside city rate. All rates exclude taxes and energy fee

DRAFT – FOR DISCUSSION PURPOSES



Option 3 Revised – Five Year Rates

MONTHLY FIXED CHARGE							
		Current Fixed Charge	September 1st, 2024 - December 31st, 2025	January 1st, 2026 - December 31st, 2026	January 1st, 2027 - December 31st, 2027	January 1st, 2028 - December 31st, 2028	January 1st, 2029 - December 31st, 2029
Meter Size:		Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits
0.75		\$16.64	\$14.33	\$16.48	\$18.96	\$21.80	\$25.07
1		\$19.60	\$19.86	\$22.83	\$26.26	\$30.20	\$34.73
1.5		\$26.98	\$33.66	\$38.71	\$44.52	\$51.19	\$58.87
2		\$35.84	\$50.23	\$57.76	\$66.42	\$76.39	\$87.85
3		\$56.52	\$102.68	\$118.09	\$135.80	\$156.17	\$179.59
4		\$86.05	\$144.10	\$165.71	\$190.57	\$219.15	\$252.03
6		\$159.88	\$364.97	\$419.72	\$482.67	\$555.08	\$638.34
8		\$248.47	\$447.80	\$514.97	\$592.21	\$681.05	\$783.20
10		\$351.83	\$1,165.64	\$1,340.48	\$1,541.55	\$1,772.79	\$2,038.71
WATER RATES							
		Current Volume Charge	September 1st, 2024 - December 31st, 2025	January 1st, 2026 - December 31st, 2026	January 1st, 2027 - December 31st, 2027	January 1st, 2028 - December 31st, 2028	January 1st, 2029 - December 31st, 2029
POTABLE WATER: (per 1,000 gallons)			Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits
Single Family	Tier 1 (0 - 3,500 gallons)	\$3.44	\$4.39	\$ 5.04	\$ 5.80	\$ 6.67	\$ 7.67
	Tier 2 (3,501 - 6,200 gallons)	\$4.45	\$4.72	\$ 5.42	\$ 6.24	\$ 7.17	\$ 8.25
	Tier 3 (6,201 - 11,500 gallons)	\$6.86	\$9.43	\$ 10.85	\$ 12.47	\$ 14.34	\$ 16.50
	Tier 4 (11,501+ gallons)	\$13.72	\$18.86	\$ 21.69	\$ 24.95	\$ 28.69	\$ 32.99
Multi-Family		\$4.42	\$4.97	\$ 5.72	\$ 6.57	\$ 7.56	\$ 8.69
Commercial/Schools		\$4.69	\$5.88	\$ 6.76	\$ 7.78	\$ 8.94	\$ 10.29
Institutional		\$4.30	\$5.88	\$ 6.76	\$ 7.78	\$ 8.94	\$ 10.29
Manufacturing		\$4.63	\$5.56	\$ 6.39	\$ 7.35	\$ 8.45	\$ 9.72
Landscaping/Lawn Meters		\$4.69	\$10.51	\$ 12.09	\$ 13.90	\$ 15.99	\$ 18.39
Hydrant Meter		\$7.17	\$7.60	\$ 8.74	\$ 10.05	\$ 11.56	\$ 13.29
Standpipe**		\$9.56	\$7.55	\$ 8.68	\$ 9.98	\$ 11.48	\$ 13.20



Water Projected Average Bill Impacts for Option 3 Revised

Customer Class	Rep. Meter Size	Avg. Bill Volume (kgals)	Avg. FY 2024 Water Bill	Effective Date 9/1/2024			Effective Date 1/1/2026 (15% Rate Increase)		Effective Date 1/1/2027 (15% Rate Increase)		Effective Date 1/1/2028 (15% Rate Increase)		Effective Date 1/1/2029 (15% Rate Increase)	
				Total Bill*	\$ Change	% Change	Total Bill*	\$ Change	Total Bill*	\$ Change	Total Bill*	\$ Change	Total Bill*	\$ Change
Single Family	¾"	4	\$30.91	\$32.04	\$1.13	3.7%	\$36.84	\$4.81	\$42.37	\$5.53	\$48.72	\$6.36	\$56.03	\$7.31
Multi-family	1"	9	\$59.38	\$64.59	\$5.21	8.8%	\$74.28	\$9.69	\$85.42	\$11.14	\$98.23	\$12.81	\$112.97	\$14.73
Commercial/ Schools	1"	40	\$207.20	\$255.08	\$47.88	23.1%	\$293.34	\$38.26	\$337.35	\$44.00	\$387.95	\$50.60	\$446.14	\$58.19
Landscape	1"	24	\$132.16	\$272.10	\$139.94	105.9%	\$312.92	\$40.82	\$359.85	\$46.94	\$413.83	\$53.98	\$475.90	\$62.07
Manufacturing	1.5"	73	\$364.97	\$439.54	\$74.57	20.4%	\$505.47	\$65.93	\$581.29	\$75.82	\$668.49	\$87.19	\$768.76	\$100.27
Institutional	8"	2,165	\$9,557.97	\$13,179.22	\$3,621.25	37.9%	\$15,156.10	\$1,976.88	\$17,429.52	\$2,273.42	\$20,043.94	\$2,614.43	\$23,050.54	\$3,006.59

*Total Bill = Water Fixed Charge + Water Volume Charge



Wastewater Rates



Fixed + Consolidated – Option 3

Monthly Fixed Meter Charges		
Meter Size	ERU* Factor	FY 25 Proposed Fixed Charge (25% Cost Recovery)
¾"	1.00	\$10.39
1"	1.67	\$17.32
1 ½"	3.33	\$34.63
2"	5.33	\$55.41
3"	11.67	\$121.22
4"	16.67	\$173.17
6"	33.33	\$346.33
8"	53.33	\$554.13

*ERU = Equivalent Residential Unit

DRAFT – FOR DISCUSSION PURPOSES

Consolidated Class	Customer Class	Current Rate**	FY25 Consolidated Volume Charge (75% Cost Recovery)
Residential	Residential	\$5.35	\$5.50
Non-Residential A	Car Washes	\$5.38	\$4.45
	Laundromats	\$5.53	
	Commercial	\$5.68	
	Institutional	\$4.91	
	Manufacturing	\$6.09	
	Hotels & Motels	\$7.58	
Non-Residential B	Restaurants	\$9.09	\$7.05
	Industrial Laundries	\$8.36	
	Pet Food Manufacturers	\$13.34	
Non-Residential C	Ice Cream Cone Manufacturing	\$16.48	\$29.96

**Inside City



Option 3 – Five Year Rates

SEWER RATES - Proposed (Fixed Charge)					
	September 1st, 2024 - December 31st, 2025	January 1st, 2026 - December 31st, 2026	January 1st, 2027 - December 31st, 2027	January 1st, 2028 - December 31st, 2028	January 1st, 2029 - December 31st, 2029
Meter Charge	Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits
0.75	\$10.39	\$12.99	\$14.94	\$16.43	\$17.25
1	\$17.32	\$21.65	\$24.90	\$27.39	\$28.76
1.5	\$34.63	\$43.29	\$49.78	\$54.76	\$57.50
2	\$55.41	\$69.26	\$79.65	\$87.62	\$92.00
3	\$121.22	\$151.53	\$174.25	\$191.68	\$201.26
4	\$173.17	\$216.46	\$248.93	\$273.83	\$287.52
6	\$346.33	\$432.91	\$497.85	\$547.63	\$575.02
8	\$554.13	\$692.66	\$796.56	\$876.22	\$920.03

SEWER RATES - Proposed (Volume)					
	September 1st, 2024 - December 31st, 2025	January 1st, 2026 - December 31st, 2026	January 1st, 2027 - December 31st, 2027	January 1st, 2028 - December 31st, 2028	January 1st, 2029 - December 31st, 2029
SEWER: (per 1,000 gallons)	Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits
Residential					
Residential	\$5.50	\$6.88	\$7.91	\$8.70	\$9.13
Non-Residential					
Non-Residential A	\$4.45	\$5.56	\$6.40	\$7.04	\$7.39
Non-Residential B	\$7.05	\$8.81	\$10.13	\$11.15	\$11.71
Non-Residential C	\$29.96	\$37.45	\$43.07	\$47.37	\$49.74

*Residential usage based on WQA (usage billed in winter months of December, January, February, March)



Wastewater Projected Average Bill Impacts for Rate Option 3

Customer Class	Rep. Meter Size	Avg. Bill Volume (kgals)	Avg. FY 2024 Water Bill	Effective Date 9/1/2024			Effective Date 1/1/2026 (25% Rate Increase)		Effective Date 1/1/2027 (15% Rate Increase)		Effective Date 1/1/2028 (10% Rate Increase)		Effective Date 1/1/2029 (5% Rate Increase)	
				Total Bill*	\$ Change	% Change	Total Bill*	\$ Change	Total Bill*	\$ Change	Total Bill*	\$ Change	Total Bill*	\$ Change
Residential	¾"	4.88	\$26.13	\$38.37	\$12.24	46.8%	\$47.96	\$9.59	\$55.15	\$7.19	\$60.67	\$5.52	\$63.70	\$3.03
Car Washes	1 ½"	160.59	\$863.97	\$744.43	(\$119.54)	(13.8%)	\$930.54	\$186.11	\$1,070.12	\$139.58	\$1,177.13	\$107.01	\$1,235.99	\$58.86
Laundromats	2"	157.85	\$872.92	\$758.00	(\$114.92)	(13.2%)	\$947.50	\$189.50	\$1,089.62	\$142.12	\$1,198.59	\$108.96	\$1,258.51	\$59.93
Commercial	1"	17.60	\$99.96	\$102.69	\$2.73	2.7%	\$128.36	\$25.67	\$147.62	\$19.25	\$162.38	\$14.76	\$170.50	\$8.12
Institutional	4"	9,559	\$46,932.24	\$45,139.24	(\$1,793.00)	(3.8%)	\$56,424.05	\$11,284.81	\$64,887.66	\$8,463.61	\$71,376.42	\$6,488.77	\$74,945.24	\$3,568.82
Manufacturing	1 ½"	61.74	\$375.99	\$308.95	(\$67.04)	(17.8%)	\$386.19	\$77.24	\$444.12	\$57.93	\$488.53	\$44.41	\$512.96	\$24.43
Hotels & Motels	2"	126.75	\$960.76	\$610.67	(\$350.09)	(36.4%)	\$763.33	\$152.67	\$877.83	\$114.50	\$965.61	\$87.78	\$1,013.90	\$48.28
Restaurants	1"	40.86	\$371.41	\$311.41	(\$60.00)	(16.2%)	\$389.27	\$77.85	\$447.66	\$58.39	\$492.42	\$44.77	\$517.04	\$24.62
Industrial Laundries	3"	778.52	\$6,508.40	\$5,611.75	(\$896.65)	(13.8%)	\$7,014.69	\$1,402.94	\$8,066.90	\$1,052.20	\$8,873.59	\$806.69	\$9,317.27	\$443.68
Pet Food Manufacturers	3"	391.04	\$5,216.47	\$2,986.47	(\$2,230.00)	(42.7%)	\$3,733.08	\$746.62	\$4,293.05	\$559.96	\$4,722.35	\$429.30	\$4,958.47	\$236.12
Ice Cream Cone Manufacturing	3"	109.3	\$1,801.23	\$3,396.09	\$1,594.86	88.5%	\$4,245.11	\$849.02	\$4,881.87	\$636.77	\$5,370.06	\$488.19	\$5,638.56	\$268.50

*Total Bill = Wastewater Fixed Charge + Wastewater Volume Charge



Combined Bill Impacts



Bill Projections for Proposed Rate Structures - Residential

Municipal Services Bill Example for Residential Customer @ 4,550 gallons in one month	Usage (Gallons)	FY 2024 Rate (Dollars)	FY 2024 Amount (Dollars)	Proposed	
				FY 2025	FY 2029
Base Meter Charge		¾" meter	\$16.64	\$14.33	\$25.06
Tier 1 Residential Water	3,500	\$3.44	\$12.04	\$15.35	\$26.85
Tier 2 Residential Water	1,050	\$4.45	\$4.67	\$4.95	\$8.66
Energy Surcharge	4,550	\$1.21	\$5.64	\$5.51	\$5.51*
Water Protection Fee	4,550	\$0.53	\$2.41	\$2.41	\$2.41*
Base Sewer Charge		¾" meter	n/a	\$10.39	\$17.25
Volumetric Sewer Charge	2,090	\$5.35	\$11.18	\$11.50	\$19.09
Stormwater Fee			\$12.57	\$14.07	\$22.14
Solid Waste Charge			\$25.45	\$25.45	\$25.45
Recycling Fee			\$5.09	\$5.09	\$5.09
Environmental Management Program Fee			\$2.48	\$3.04	\$4.36
State and Local Taxes			\$3.73	\$3.85	\$6.33
Total			\$101.90	\$115.94	\$168.20

DRAFT – FOR DISCUSSION PURPOSES

*Energy Surcharge & Water Protection Fee TBD



Bill Projections for Proposed Rate Structures - Commercial

Municipal Services Bill Example for Commercial Customer	Usage (Gallons)	FY 2024 Rate	FY 2024 Amount (Dollars)	Proposed	
				FY 2025	FY 2029
Base Meter Charge		¾" meter	\$16.64	\$14.33	\$25.06
Water Charge Commercial	51,750	\$4.69	\$242.71	\$304.32	\$532.26
Energy Surcharge	51,750	\$1.21	\$62.62	\$62.62	\$62.62*
Water Protection Fee	51,750	\$0.53	\$27.43	\$27.43	\$27.43*
Base Sewer Charge		¾" meter	n/a	\$10.39	\$17.25
Volumetric Sewer Charge	51,750	\$5.68	\$293.94	\$230.29	\$382.35
Stormwater Fee			\$37.71	\$42.21	\$47.25
Solid Waste Charge			\$157.90	\$157.90	\$157.90
Recycling Fee			\$93.81	\$93.81	\$93.81
Environmental Management Program Fee			\$28.92	\$29.36	\$43.75
State and Local Taxes			\$31.69	\$37.39	\$60.78
Total			\$993.37	\$1,010.05	\$1,450.46

DRAFT – FOR DISCUSSION PURPOSES

*Energy Surcharge & Water Protection Fee TBD



Reclaimed Water Rates



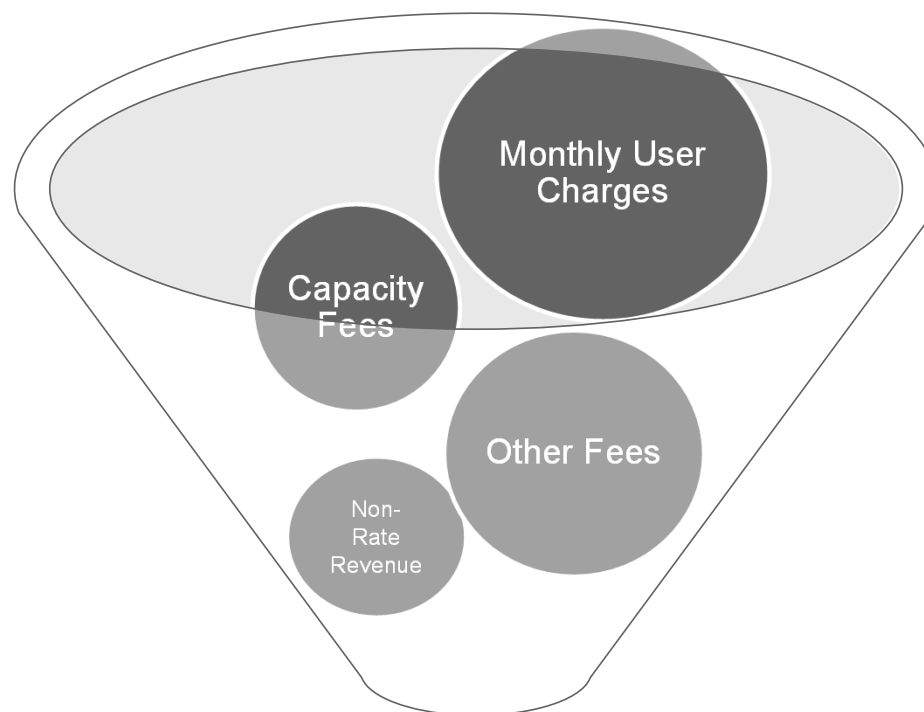
Reclaimed Water Rates Based on Option 3 Revised

MONTHLY FIXED CHARGE								
		Current Fixed Charge	September 1st, 2024 - December 31st, 2025	January 1st, 2026 - December 31st, 2026	January 1st, 2027 - December 31st, 2027	January 1st, 2028 - December 31st, 2028	January 1st, 2029 - December 31st, 2029	
Meter Size:			Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits	
	0.75	\$16.64	\$14.33	\$16.48	\$18.96	\$21.80	\$25.07	
	1	\$19.60	\$19.86	\$22.83	\$26.26	\$30.20	\$34.73	
	1.5	\$26.98	\$33.66	\$38.71	\$44.52	\$51.19	\$58.87	
	2	\$35.84	\$50.23	\$57.76	\$66.42	\$76.39	\$87.85	
	3	\$56.52	\$102.68	\$118.09	\$135.80	\$156.17	\$179.59	
	4	\$86.05	\$144.10	\$165.71	\$190.57	\$219.15	\$252.03	
	6	\$159.88	\$364.97	\$419.72	\$482.67	\$555.08	\$638.34	
	8	\$248.47	\$447.80	\$514.97	\$592.21	\$681.05	\$783.20	
	10	\$351.83	\$1,165.64	\$1,340.48	\$1,541.55	\$1,772.79	\$2,038.71	
RECLAIMED WATER: (per 1,000 gallons)								
		Current Volume Charge	September 1st, 2024 - December 31st, 2025	January 1st, 2026 - December 31st, 2026	January 1st, 2027 - December 31st, 2027	January 1st, 2028 - December 31st, 2028	January 1st, 2029 - December 31st, 2029	Percent of Potable Water Rate
RECLAIMED WATER: (per 1,000 gallons)			Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits	Inside City Limits
Private Residential	Tier 1 (0 - 3,500 gallons)	\$1.63	\$1.96	\$2.19	\$2.45	\$2.76	\$3.11	35%
	Tier 2 (3,501 - 6,200 gallons)	\$1.98	\$2.07	\$2.32	\$2.61	\$2.93	\$3.31	
	Tier 3 (6,201 - 11,500 gallons)	\$2.82	\$3.72	\$4.22	\$4.79	\$5.44	\$6.20	
	Tier 4 (11,501+ gallons)	\$5.23	\$7.03	\$8.02	\$9.15	\$10.46	\$11.97	
Commercial (no main Ext):		\$2.07	\$2.48	\$2.79	\$3.15	\$3.55	\$4.02	35%
Commercial (w/ main Ext):		\$4.43	\$5.32	\$5.98	\$6.74	\$7.62	\$8.62	75%
Manufacturing (no main Ext):		\$2.04	\$2.37	\$2.66	\$2.99	\$3.38	\$3.82	35%
Manufacturing (w/ main Ext):		\$4.38	\$5.07	\$5.70	\$6.42	\$7.24	\$8.19	75%
NAU (no main Ext):		\$1.93	\$2.48	\$2.79	\$3.15	\$3.55	\$4.02	35%
NAU (w/ main Ext):		\$4.13	\$5.32	\$5.98	\$6.74	\$7.62	\$8.62	75%
Hydrant Meter		\$4.19	\$4.40	\$4.97	\$5.63	\$6.38	\$7.25	50%
Standpipe		\$4.78	\$3.77	\$4.34	\$4.99	\$5.74	\$6.60	50%
Off Peak/Golf Course:*		\$1.80	\$2.16	\$2.43	\$2.74	\$3.09	\$3.50	87%
*Rate is 87% of the Commercial (no main extension) reclaimed water rate								

DRAFT – FOR DISCUSSION PURPOSES



Summary of Reviewed Rates & Charges



How We Fund Our Water Services Needs



Requested Action

1. Notice of Intention

That the City Council hereby declares this resolution to be formal notice of intention to increase water, reclaimed water or wastewater rates or rate components, fees or service charges.

2. Public Hearing.

A public hearing will be held before the City Council to consider proposed increases to Water Services rates or rate components, fees or service charges at the regularly scheduled public meeting on Tuesday, June 18, 2024, at 3:00 p.m. in the Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona 86001.

3. Written Report and Cash Flow Analysis.

The City Management Services Division is directed to prepare a written report or supply data supporting the increased rates or rate components, fees or service charges.

The written report or data shall include cash flow projections that indicate all anticipated revenues from residential and nonresidential customers and the overall expenses for providing water or wastewater service.

This information shall be made available for public inspection at least thirty (30) days and preferably at least sixty (60) days before the public hearing, by filing it with the City Clerk's Office to be maintained as a public record, and by posting it on the City website.



Next Steps

- April 18 – Same presentation to Water Commission
- April 19 - Draft report of Rate Study released for review
- May 7 – Staff update and check-in with Council
 - Staff will update Council on public outreach and community response
 - Discussion & question/answer with Council on the rates package
- May 16 – Check-in with Water Commission on draft report or other rates topics; last update before first read
- May 21 – Check-in with City Council on draft report or other rates topics
- June 4 – Last update to Council before the public hearing
- June 18 and July 2, 2024 - Public hearings on changes in rates and fees
- September 1, 2024 - new rates are effective



Thank you

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Michelle McNulty, Planning Director
Co-Submitter: Sarah Darr, Housing Director and Nicole Antonopoulos,
Sustainability Director
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE

Land Availability and Suitability Study and Code Analysis Project (LASS+CAP) Project Update and Discussion

STAFF RECOMMENDED ACTION:

Discussion item only

Executive Summary:**Project Overview:**

Flagstaff's growth in population, coupled with a housing crisis that has limited housing choice and affordability and a climate crisis that is disrupting weather patterns and threatening communities, has exemplified the need to better plan and coordinate internally and externally. The City's housing emergency, as well as the increased threats of wildfire, flooding, drought, and other climate impacts, has presented a vital need for Flagstaff to better understand the extent of land that is available in Flagstaff for housing development, the barriers that exist to developing new housing, and the changes that can be made to the City's development code and processes to encourage and increase the supply of new housing while recognizing the City's Carbon Neutrality Plan goals. This work supports several City housing and climate goals in the City's 10-Year Housing Plan, Carbon Neutrality Plan, and other documents while acknowledging the tensions between other community assets and values.

The Land Availability and Suitability Study and Code Analysis Project (LASS+CAP) is a multi-pronged initiative to address critical long-term planning and resilience needs. There are two components to this project: the Land Availability and Suitability Study (LASS) and the Code Analysis Project (CAP).

1. The purpose of the LASS is to understand what land is available within the Flagstaff city limits and peripheral areas for development and redevelopment/infill and the barriers that exist.
2. The Code analysis portion of the project will analyze City codes applied to development projects and will identify what works well and identify the barriers to meeting the City's housing and climate goals and policies.

The LASS and the CAP are being completed concurrently. The LASS is a land inventory study to identify what lands are left to develop or redevelop as residential and identifying the opportunities and/or barriers for their development or redevelopment. While the LASS includes both privately and publicly owned lands, the study does not make commitments or obligations for any of the parcels identified, rather this is a data snapshot to understand how much land is potentially available to meet our residential needs. Any private property owner whose property has been included in the inventory is welcome to reach out to staff to discuss the project in more detail. The CAP is a code analysis looking at all development codes and processes to ensure all are working towards our housing and sustainability goals. While being done concurrently, the LASS is a standalone document representing technical data from a point in time that will inform the CAP project, as

well as the Regional Plan Update, regarding scenario planning and policy setting.

This effort is being completed in partnership between Community Development's Planning and Development Services and Housing Sections, the Sustainability Division, and the Transportation Engineering Section. It will provide a much-needed base for high-level coordination between numerous other City Divisions/Sections such as Fire, Building Safety, Economic Vitality, Water Services, PROSE, in addition to the primary City partners, and Mountain Line.

Land Availability and Suitability Study

The draft LASS report was completed using the following methodology:

- Establishing a preliminary buildable land inventory for the City of Flagstaff and peripheral areas in the project's study area;
- Determining which areas are buildable by applying screening criteria to the study area based on environmental constraints; and
- Identifying and assessing "opportunity sites" from the resulting net buildable land inventory. These are sites that present unique opportunities for the creation of housing.

Through the Land Availability and Suitability Study, the consultant has established the following key findings about Flagstaff's land availability:

- Flagstaff and the peripheral areas that make up the LASS area contain approximately 8,125 acres of vacant land spread across 2,242 parcels. Of this land area, approximately 6,735 acres are residentially zoned.
- The study area also contains approximately 5,399 acres of underutilized land spread across 1,822 parcels. These lands contain minimal structures that have a low enough improvement Full Cash Value (FCV) to suggest that economic forces could encourage their redevelopment for a greater or higher value use, such as housing.
- In total, the study area contains approximately 7,062 acres of vacant buildable land and approximately 4,865 acres of underutilized buildable land. These lands represent the lands most likely to develop or redevelop in the future.
- Approximately 13% of the vacant land within the study area is environmentally constrained by stream corridors, wetlands, steep slopes, and floodplain or floodways. These lands may not be conducive to development or redevelopment, including for housing.
- The most common environmental constraints in Flagstaff are steep slopes and floodplains and floodways. This analysis considered steep slopes as any slope 25% or greater, which impacted nearly 7% of the study area's land. However, Flagstaff currently regulates development on slopes 17% or steeper through the Resource Protection Overlay, which represents a significant barrier to housing development on sites that may be able to support development. As the LASS+CAP project team continues to evaluate code section modifications that, if implemented, could result in greater residential yield, the steep slope provisions of the Resource Protection Overlay may offer such an opportunity.
- Floodplain and floodway areas impact over 4% of the study area land. It is likely that this number will be reduced through the eventual construction of the Rio de Flag Flood Control Project. Nonetheless, floodplain and floodway within Flagstaff currently presents a significant challenge to the development of housing in the study area's vacant parcels.

In general, Flagstaff has a significant amount of buildable land within its city limits and in its immediate periphery that can be used for the development of housing. However, much of it will require being rezoned to a higher density zoning designation and is lacking the necessary infrastructure to support higher density development.

It is expected that this analysis will help inform both the CAP and the Regional Plan update by identifying the areas that could most benefit from additional density and infill, among other changes that could positively impact housing yield. For example, the CAP may recommend zoning code or development review process changes that impact the density allowed in different zoning districts or when Water Sewer Impact Analyses (WSIA) or Traffic Impact Analyses (TIA) are required. Some observations of note include:

- Currently, only individual Opportunity Site redevelopment on the smallest of downtown or Southside sites may not trigger WSIA's, and even then, this only applies if existing infrastructure appears to be sufficient

to meet new development needs. Any larger developments will all require WSIA's.

- Currently, most of the higher opportunity level sites will require TIAs. Developers in the community have noted that this can be a lengthy and expensive process with difficult-to-predict mitigation. Changes to how the City manages traffic information and TIA processes could improve the likelihood and affordability of more significant housing development projects.
- Some of the largest sites that may become entirely new development areas tend to be zoned Rural or Estate Residential, which leads to very spread-out development that only serves high income groups. Whether these sites are currently owned by other public entities or private owners, the next steps in Table 25 of the LASS report recommend the City investigate ways to help encourage at least some areas within these large sites have higher density.

The draft LASS document will help provide specific locations and examples of where significant housing opportunities exist and therefore serves as a resource for considering when, where and how future code amendments, zone changes, collaborative development planning and master planning efforts will make the most impact in the City.

Code Analysis Project -- Code Diagnostic

The Code Analysis Project is a multi-phase project that will identify code barriers, provide opportunities to remove barriers, and recommend code revisions that will support the achievement of the Flagstaff Carbon Neutrality Plan and Housing Plan goals. The Project will be completed through three deliverables including a code diagnosis, exploration of concept code changes, and then a final report with recommendations. All phases of this project will be presented to supporting Commissions (Planning & Zoning, Housing, Sustainability, and Transportation). This three-prong approach will allow staff in conjunction with City Council to identify smaller code changes that may be processed prior to the final recommendations. The draft Code Diagnostic is the first deliverable in the Code Analysis Project which is attached for Commission and Council review.

The scope of the Code diagnosis, concepts, and recommendations addresses the following codes and any other identified affected codes, standards, policies, or plans as identified by the City:

- Fire Code
- Engineering Design Standards and Specifications for New Infrastructure
- Zoning Code
- General Plans and Subdivisions
- Public Ways and Property
- Building Regulations
- Transportation Impact Analysis Manual
- Incentive Policy for Affordable Housing

Additionally, an Equity and Displacement Vulnerability Assessment was conducted to assist with identifying code barriers. The consultants prepared a demographic and spatial analysis of the city to assess which neighborhoods are more vulnerable to the potential negative impacts of Code changes in accelerating gentrification and residential displacement.

Each code barrier was reviewed as follows:

Relevant Goal/Policy: Identify all of the relevant goals/policies that the code provision presents a barrier to meeting.

Magnitude and Impacts: Evaluate the magnitude of the barrier and discuss the specific impact it has on the ability of the City to meet its policy goals. The Consultant Team will coordinate to use a consistent method for evaluating the magnitude of a barrier. The magnitude of the barrier may vary depending on the policy goal. If so, that variation will be identified. The barriers were graded on the following scale:

- **Critical Barrier:** Code provisions that render it physically or economically infeasible to develop a project that contributes to the City's housing and/or climate goals. These code provisions generally are barriers independent of other standards or requirements and apply broadly to many types of developments or locations.

- **Major Barrier:** Code provisions that **significantly reduce the feasibility** of developing a project that contributes to the City's housing and climate goals. The degree to which these provisions are barriers may be contingent on other standards or requirements and the barrier may apply to a narrower range of development types of locations.
- **Minor Barrier:** Code provisions that **may have a limited negative impact on the feasibility** of developing a project that contributes to the City's housing and climate goals. The degree to which these provisions are barriers may be contingent on other standards or requirements and the barrier may apply to a narrower range of development types of locations.

Please note that the attached draft does not adequately address the cascading climate barriers identified in the Key Outcomes for each code barrier identified. Additional work is necessary to refine how the climate barriers identified in the Carbon Neutrality Plan will be addressed in the final draft of this report.

Co-Benefits: Identify areas, where relevant, reducing or removing a code barrier may have co-benefits or synergistic impacts on both housing and climate goals.

Tensions: Additionally, identify any potential tensions or trade-offs between policy goals that may arise as part of the assessment of code barriers. The consultant team identified two types of conflicts:

- **Housing/Climate Tensions:** Removing the barrier would advance one of the City's two primary goals but may constrain the ability to meet the other policy goal.
- **Tensions with Other Policy Goals:** Removing the barrier may have a negative impact on the City's ability to meet other policy goals. For example, reducing minimum parking requirements may reduce the cost of housing development, but may also impact neighborhood livability.

Feasibility of Alternatives: The consultant team, along with staff, will determine and discuss whether there are alternative regulations or standards that are reasonably feasible for the City to implement. Feasibility includes physical, legal, or economic feasibility. Specific alternatives will not be proposed at this stage.

By including all the above information for each code barrier, the City Council will be able to make more informed decisions and prioritize the most critical barriers to achieving housing and climate goals.

Project Outreach

These draft reports and a presentation were presented to the larger city staff steering committee, and the Housing, Sustainability, Transportation, and Planning and Zoning Commissions. At the time of this staff report, only feedback from the Steering Committee meetings was available and is discussed in the attached memo (Attachment A). Additional feedback from the respective commissions and Council will be incorporated into the draft reports before finalizing.

Information:

A link to the draft reports and appendices can be found here: <https://www.flagstaff.az.gov/4888/Land-Availability-Suitability-StudyCode->

Attachments: Appendix A - Steering Committee Notes
 Presentation

Meeting Subject: LASS+CAP Steering Committee #1 (LASS DISCUSSION ONLY)

Meeting Date: 3/6/2024 2:30 PM

Participating Divisions and Sections:

- Planning
- Housing
- Sustainability
- Engineering
- Real Estate
- City Attorney's office
- Building Safety
- PROSE
- Solid Waste
- Water Services
- Fire
- Mountain Line

Key Themes + Discussion Topics

1. **Flagstaff has 2 different types of opportunity sites: 1) specific vacant and underdeveloped opportunity sites in the LASS report, and 2) retrofitting existing low-density areas (downtown and suburban neighborhoods) to get additional density.**
 - a. Flagstaff has a lot of underutilized land due to existing low-density development patterns (either through single-family zoning or through practice). Some low-density areas may also be good candidates for adding additional density, but they were not included in the LASS as undeveloped or underdeveloped sites. We should not lose sight of this, especially given that Flagstaff has a very low average density compared to our peer cities.
 - b. Approaches to foster developments in specific sites, like the opportunity sites identified in the LASS report, include extending our infrastructure, which is cost-intensive and may not always fix housing and climate issues (depending on the specific site location and infrastructure readiness level).
 - c. Retrofitting existing subdivisions to get additional density performs a lot better in the Regional Plan scenario planning process (with respect to metrics and outcomes from the 10-year housing plan and CNP) than developing on the periphery.
 - d. Encouraging infill in downtown is different than encouraging infill in suburban neighborhoods. And different neighborhoods will have different approaches to get to medium density.
2. **AZ State Land owns most of the vacant land. We need to set up these large parcels to have an easier path to a rezone so that when these properties develop, the type of development is more likely to advance city housing and climate goals.**
 - a. This can happen through Regional Plan land use designations and potentially other planning processes, in addition to the TIA (Traffic Impact Analysis) and WSIA (Water Sewer Impact Analysis) process.

- b. AZ State Land wants the highest and best use for each property to auction land at a higher price. Land can go for a higher price if we show higher density, mixed-use, etc. is possible and doable before these parcels go to auction.
- 3. **The following infrastructure topics are important and will be discussed further in the Regional Development Cost Reduction Strategy portion of the LASS.**
 - a. **If we fund infrastructure upfront to support high-density housing, such as through bonds and other funding mechanisms, we are much more likely to get higher-density development that advances housing and climate goals.**
 - i. The current developer fee model for infrastructure development will likely continue the large-lot, high-income subdivisions we currently see.
 - ii. If we let the fact that it is expensive to maintain and build new infrastructure, we are on our way to becoming a luxury community.
 - b. **We need larger conversations about infrastructure capacity—particularly water and sewer.** Can our infrastructure support the desired density?
 - c. **In downtown, our aging water and sewer infrastructure and tight areas may not support the highest level of density/redevelopment** on all of the opportunity sites identified in the LASS.
 - i. This is something we need more information on.
 - ii. How do we get more density and maintain our historic downtown core?
 - iii. Infrastructure is another challenge – how can we increase it to support reinvestment in downtown?
 - d. **We need to tie the Regional Plan to the Capital Improvement Plan (CIP).**
 - i. State law requires the CIP to coordinate with the Regional Plan. We need to make the Regional Plan 2045 and the CIP work together to identify and prioritize infrastructure investments.
 - e. **It would also be helpful to identify costs (how many people are benefitting vs. cost per resident) for developing infrastructure to serve different sites, and how reduction strategies might impact costs.**
 - f. Further Discussion
 - i. What type of development are we going to build infrastructure to support?
 - 1. Just single-family homes?
 - 2. Single family + other land uses?
 - 3. High density?
 - ii. We need to make sure we get the biggest bang for our buck with respect to where we build infrastructure.
 - iii. How do we incentivize the development we want, such as giving additional points for development in transit corridors.
 - 1. Examples of what other communities have done would be helpful.
 - iv. BOLD goals require BOLD strategies, which require BOLD implementation!!!!
- 4. **There are larger questions about whether we want to grow up or grow out. This relates to larger LASS/CAP and the Regional Plan conversations.**

- a. For example: The development of large AZ State Land parcels on the periphery relates to larger questions about building up vs. out, and where the city wants to encourage development.
- 5. **LASS is focused on residential development, but we can't lose sight of community needs to support residential, like job centers and parks.**
 - a. Meeting notes:
 - i. **We need to make sure we set aside land for neighborhood-scale parks and open space** as vacant and underutilized sites develop.
 - ii. The best metric to measure park access is everyone being within a 10-minute walk to a park or open space area.
 - iii. The City is in the process of updating the Parks Master Plan, but it will likely be a year or more before it is finished (the current plan is from 2013).
 - iv. Flagstaff doesn't currently have impact fees for parks and open space. Without these, we don't have a good way to set aside and pay for new park space.
 - v. It is important to plan for connectivity between parks and open space, and think of open space as a larger network that people can use to travel throughout the city and to larger open space areas and national forest land (as opposed to just creating isolated parks/open space areas).
 - b. Additional discussion
 - i. We need to plan for *and* finance parks.
 - ii. Industrial and commercial centers may be more vulnerable to redevelopment because existing infrastructure already better serves them.
 - iii. If we clean up code to help tackle climate and housing emergencies, it will benefit all end-users, including commercial, industrial, and parks.
- 6. **There needs to be a continuing conversation about environmental hazards. Fire and post-fire flooding risk are important policy issues that the LASS/CAP, the Regional Plan, and other planning documents, policies, and projects can make progress on.**
 - a. Flagstaff is in the Wildland Urban Interface (WUI), so everywhere is vulnerable to fire. But, we need to be more explicit about how this risk happens.
 - i. Where are the most vulnerable vacant and underutilized parcels to fire and post-fire flooding? Vulnerability relates to the location of drainages and the status of tree cover/density, among other factors.
 - b. What are the factors that foster catastrophic structure fires? There is emerging research on this.
 - i. We need to talk about how many trees are very close to houses in neighborhoods throughout Flagstaff.
 - ii. Every neighborhood is vulnerable to catastrophic structure fire under the right wind conditions - that assumption should be part of the LASS/CAP, the Regional Plan, and other policy discussions and documents.
 - iii. These discussions need to consider the four types of fire transmission in the WUI:
 - 1. Vegetation - vegetation
 - 2. Vegetation to structure
 - 3. Structure - vegetation

4. Structure - structure
- c. Costs of building Firewise vs. not Firewise. Research shows that building Firewise from the start may not be much more expensive than building not Firewise. We need more information about how this applies to Flagstaff.
- d. Further discussion
 - i. There are places that have existing entitlements where people can build, but there are also larger questions about how we build, especially in vulnerable areas.
 - ii. Once fire maps are updated, we will need to figure out how they impact land use and infrastructure planning, such as building design, easements to accommodate post-fire flooding, questions about wastewater and where it goes, etc.
 - iii. The more we build, the more water security we will need to fight fire. How does water security play in?

Meeting Subject: LASS+CAP Steering Committee #2 (Draft CAP Code Diagnostic Report)

Meeting Date: 3/26/2024 11:00 AM

Participating Divisions and Sections:

- Planning
- Housing
- Sustainability
- Engineering
- Real Estate
- City Attorney's office
- Building Safety
- PROSE
- Public Works
- Water Services
- Fire
- Mountain Line

Key Themes + Discussion Topics

1. The review of best practices needs to include communities that deal with snow seasons.
2. The review of street design standards needs to also include collector and arterial streets.
3. The review of the TIA analysis needs to be stronger in regards to the TIA impact on climate goals, including adding the focus on active transportation modes as Transportation Demand Management (TDM). Need other alternative than development impact fees.
4. Code barriers should take into account second homes and short-term rentals. Incentivizing long-term rentals should be part of future discussions about how to address the barriers.
5. Future code changes to address barriers may result in budget changes for infrastructure improvements. The barriers are not always code but the funding resources available.

6. The report needs to include the full list of state law preemptions that affect the city's ability to meet housing and climate goals, including short-term rentals, second homes, natural gas, recycling, etc.
7. More internal conversation is necessary on snow removal, street width standards, parkways, and landscaping, on street parking requirements, and fire code standards. All of these factors contribute to overall street width, which relates to the cost of developments
8. Need to prioritize our priorities.
9. Engineering standards and public improvement standards in the Zoning Code can be a barrier to infill development and missing middle housing due to meter and infrastructure improvement requirements.
10. It is important to examine the Development Agreement process as part of the larger review of development processes.
11. The LASS/CAP project aims to make Flagstaff a safer place to live while also meeting climate and housing goals.



PROJECT UPDATE

April 16, 2024

LASS +CAP

LAND AVAILABILITY AND
SUITABILITY STUDY +
CODE ANALYSIS PROJECT



AGENDA

1. Project Purpose and Goals
2. Land Availability / Site Suitability Findings
3. Code Diagnosis Findings
 - *Approach and Methodology*
 - *Zoning and Subdivision Codes*
 - *Engineering, Transportation Impact Analysis, and Fire Access Standards*
 - *Building and Fire Code*
4. Next Steps
5. Discussion Questions

1. PROJECT PURPOSE AND GOALS

PROJECT INTRODUCTION

Multi-pronged initiative to address critical long-term planning and resilience needs:

- Partnership between Planning, Housing, Sustainability, Mountain Line
- Provides much-needed base for high-level coordination between numerous City Divisions
- Highly coordinated with Engineering (Development Engineering and Transportation), Fire, Building Safety, Economic Vitality, Water Services, and others

PROJECT SCOPE

The Land Availability and Suitability Study (LASS) focuses on:

- What land is available in Flagstaff, and development potential and barriers

The Code Analysis Project (CAP) will conduct an in-depth analysis of:

- Development code and process, through the lens of City Council commitments to address Housing and Climate
- Analysis of what's working and what is not

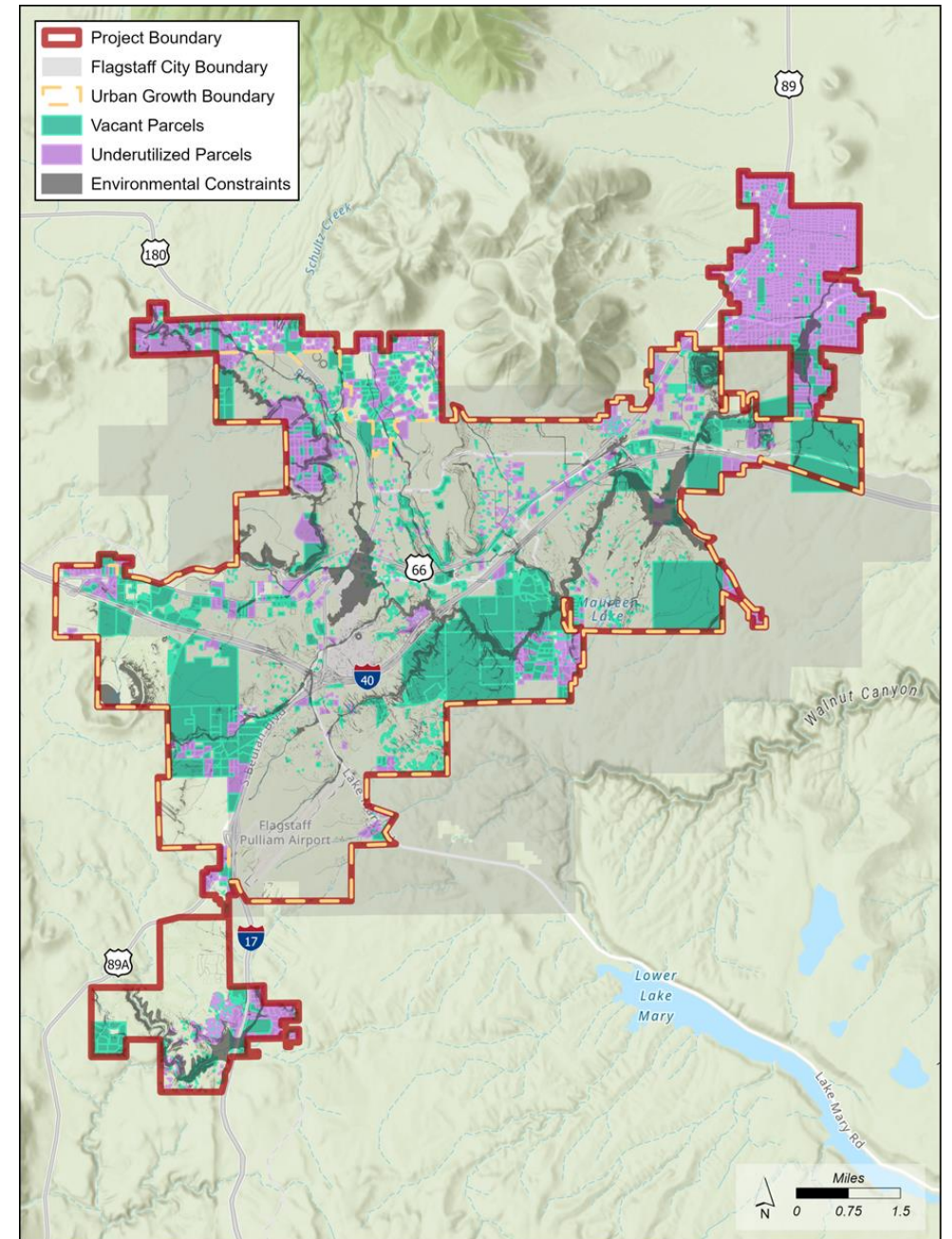
** This analysis will test theory against approved projects.*

2. LAND AVAILABILITY / SITE SUITABILITY PROJECT FINDINGS

PURPOSE AND GOALS - LASS

Why doing?

- Limited land left to develop and many needs
- Provides context for recommending “right-sized” code amendments
- Informs Regional Plan process



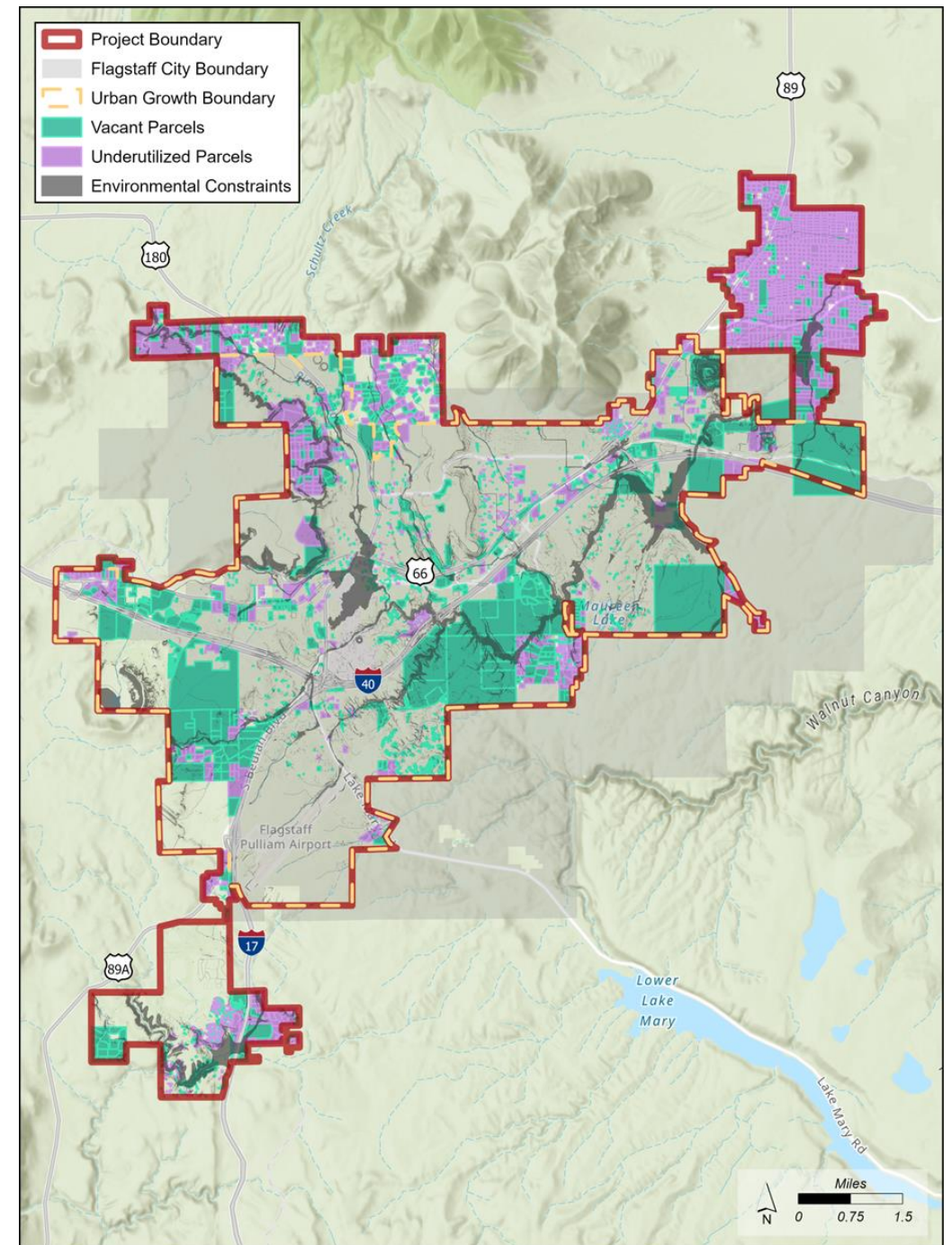
HIGH-LEVEL PROCESS



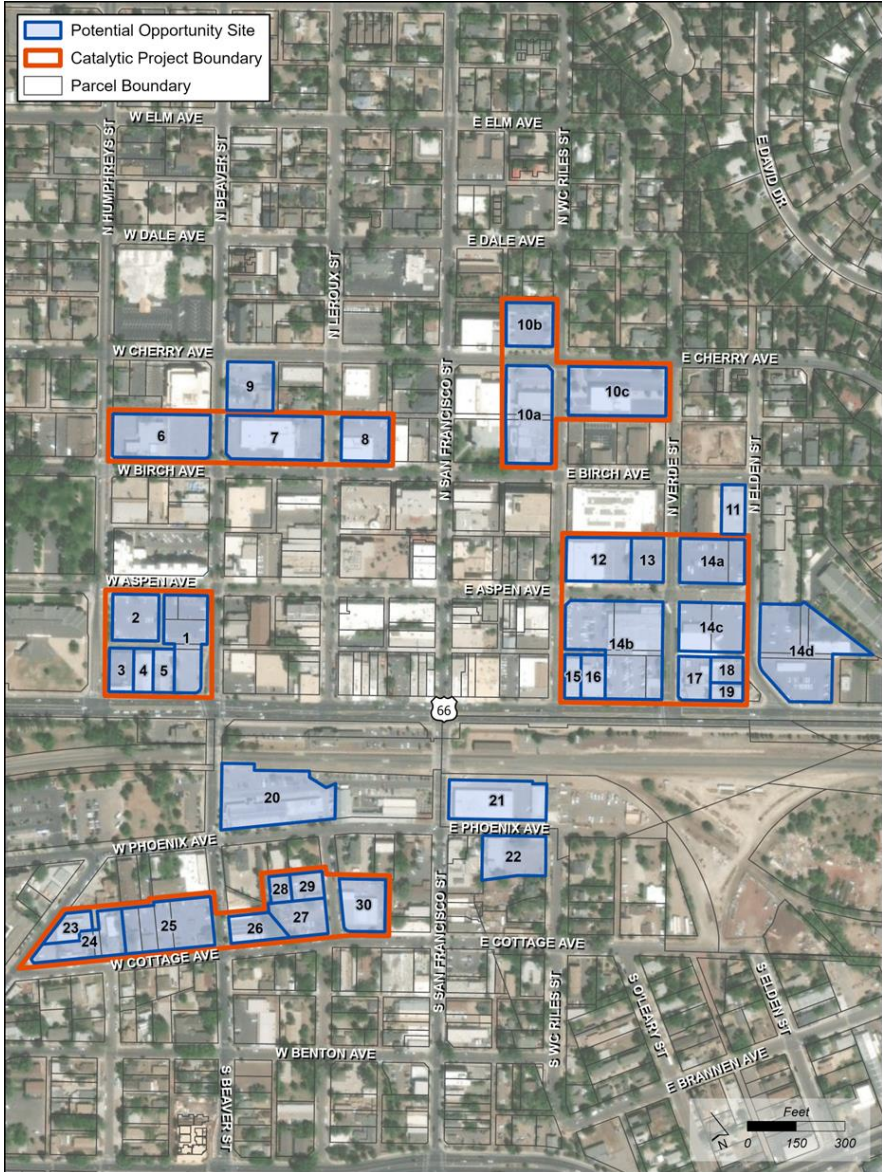
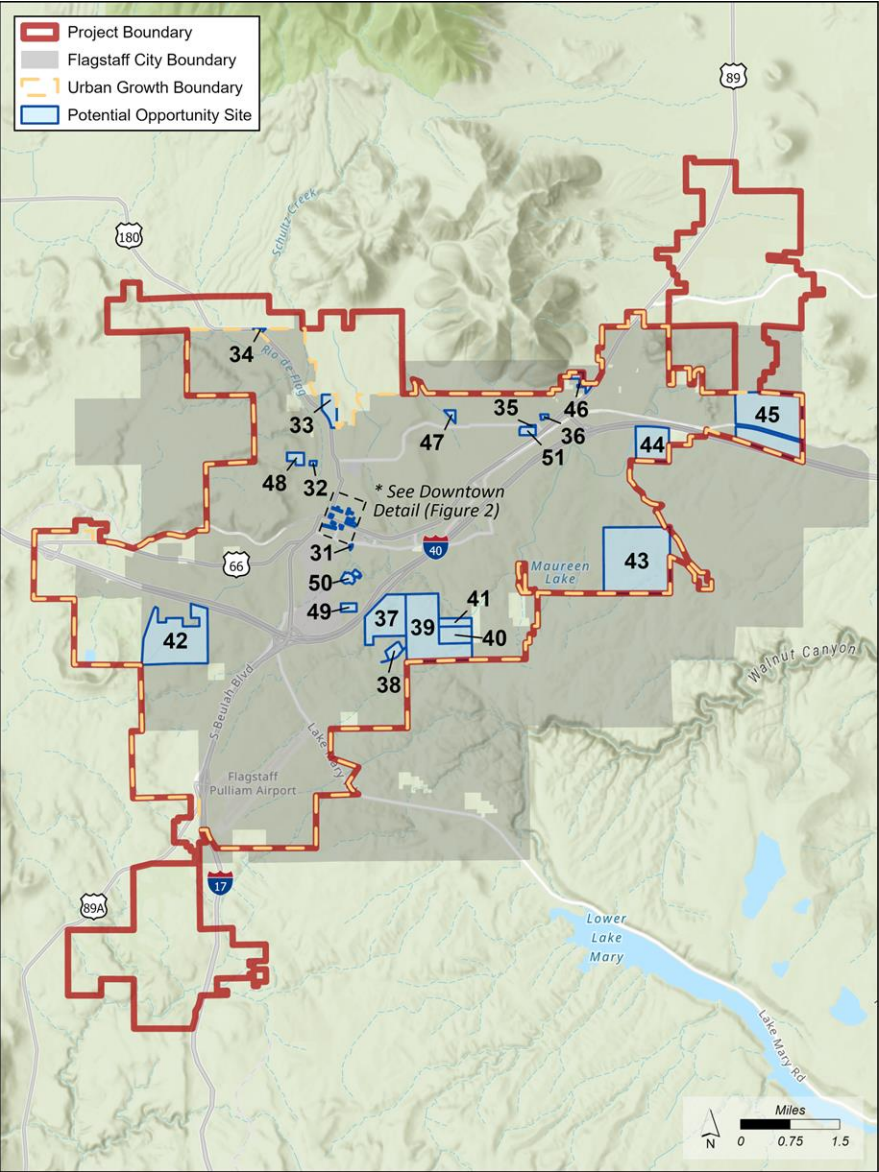
LASS FINDINGS

Across the study area:

- Vacant Land: approximately 8,125 acres, spread across 2,242 parcels. Approximately 7,000 of these acres are unencumbered by environmental constraints.
- Steep slopes represented the greatest environmental constraint on sites.
- 6,735 acres of the vacant land are residentially zoned.
- Underutilized Land: approximately 5,399 acres, spread across 1,822 parcels. Approximately 4,865 of these acres are unencumbered by environmental constraints.



OPPORTUNITY SITES



GENERAL CONCLUSIONS – OPPORTUNITY SITES

- 36 of the 51 Sites are Commercially-zoned (totaling approximately 21 acres.)
- Rural or Estate Residential – 9 sites, approximately 2552 acres.
- *Greatest potential for housing yield is in larger tracts requiring rezoning and significant infrastructure planning/investment.*

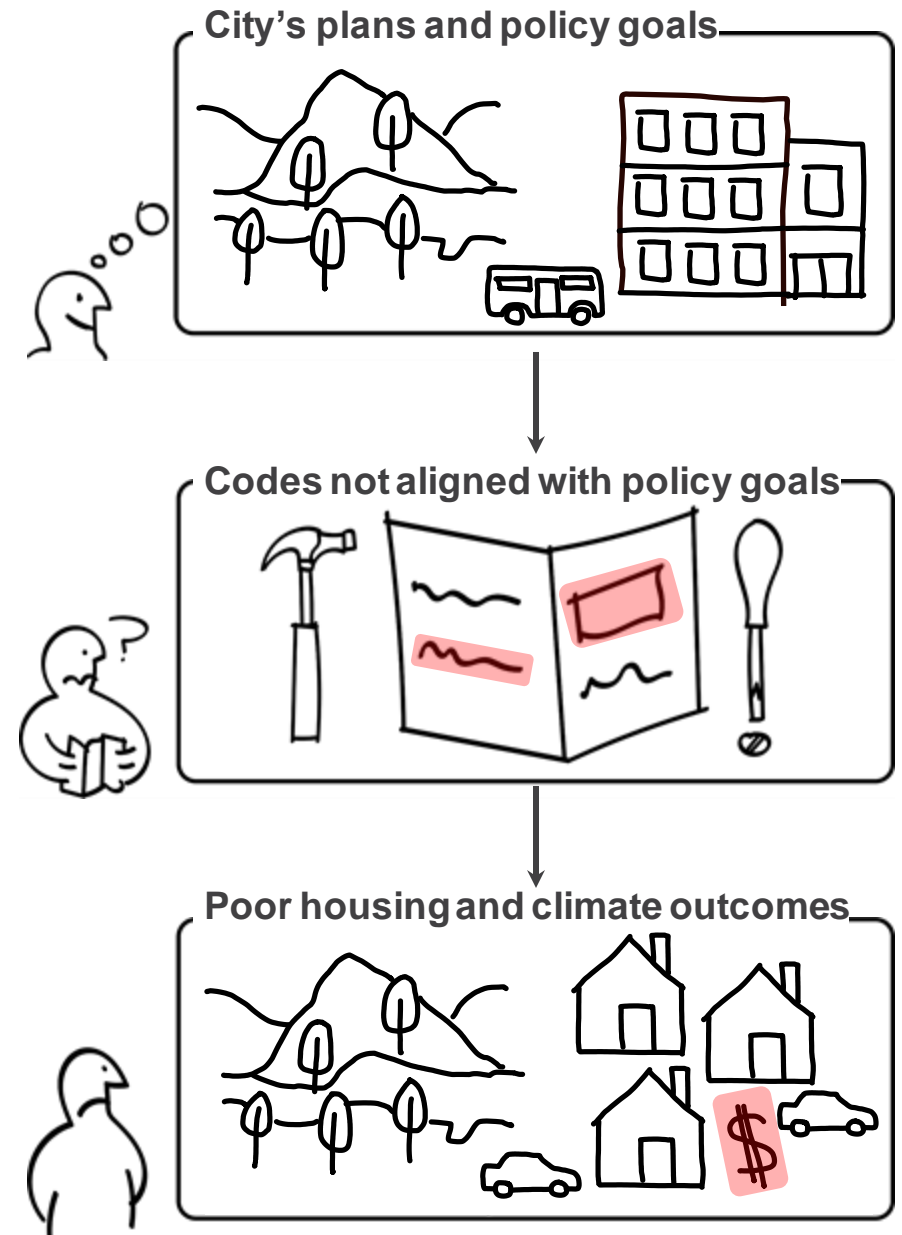


3. CODE ANALYSIS PROJECT: APPROACH AND METHODOLOGY

PURPOSE AND GOALS - CAP

Development codes are a key tool for achieving housing and climate goals.

- Plans and policies call for bold, urgent action.
- Codes are not functioning as an effective tool to implement plans and policies.
- Codes may prioritize other goals above housing and climate.
- Codes may have been written in a different context and are now out of sync with today's economic and climate realities.



THREE PHASES OF THE CODE ANALYSIS

DIAGNOSTIC

Identify and evaluate barriers, opportunities, conflicts.

Deliverable:

Code Diagnostic Report

Timing:

February/March 2024

CONCEPTS

Develop concepts and approaches for code updates.

Deliverable:

Code Concepts Report

Timing:

Summer 2024

RECOMMENDATIONS AND TESTING

Recommend specific code updates and test the impact of implementing the changes.

Deliverable:

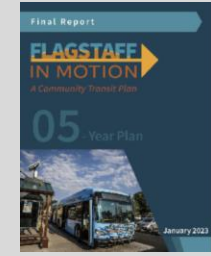
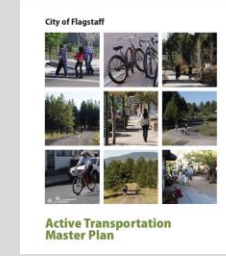
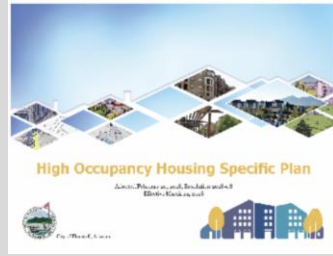
Code Recommendations and Impacts Report

Timing:

Late Fall/Winter 2024

DISTILLING POLICIES AND GOALS INTO CLEAR OUTCOMES

PLANS



KEY OUTCOMES IMPACTED BY CODES

Housing

- Abundant Housing Supply
- Diversity of Housing Types
- Lower Cost Market Rate Housing Production
- Income-Restricted Affordable Housing Production
- Mixed Use Development and Neighborhoods
- Infill Development and Compact Land Use Patterns
- Equity and Fair Housing

Climate

- Community Resilience, Health and Safety
- Walkable Neighborhoods
- Safe and Inclusive Networks for Walking and Biking
- Transit Oriented Development and Transit Ridership
- Clean Air Status
- Adaptive Reuse and Preservation of Existing Housing Stock
- Inclusive Recreation
- Electric Mobility
- Clean Electricity
- Building Fuel Switching
- Reduced Building Energy Use
- Sustainable Consumption
- Water Security
- Healthy Forests and Open Spaces
- Carbon Dioxide Removal

SCOPE OF THE CODE ANALYSIS

Municipal Code

- Title 4: Building Regulations
- Title 5: Fire Code
- Title 8: Public Ways and Property
- Title 10: Zoning Code
 - Affordable Housing Incentives
 - Residential Sustainable Building Incentives
- Title 11: General Plans and Subdivisions
- Title 13: Engineering Design Standards
- Development Review Processes

Technical Manuals

- Transportation Impact Analysis Manual
- Incentive Policy for Affordable Housing
- Mountain Line Design Guidelines for Transit Facilities

METHODOLOGY

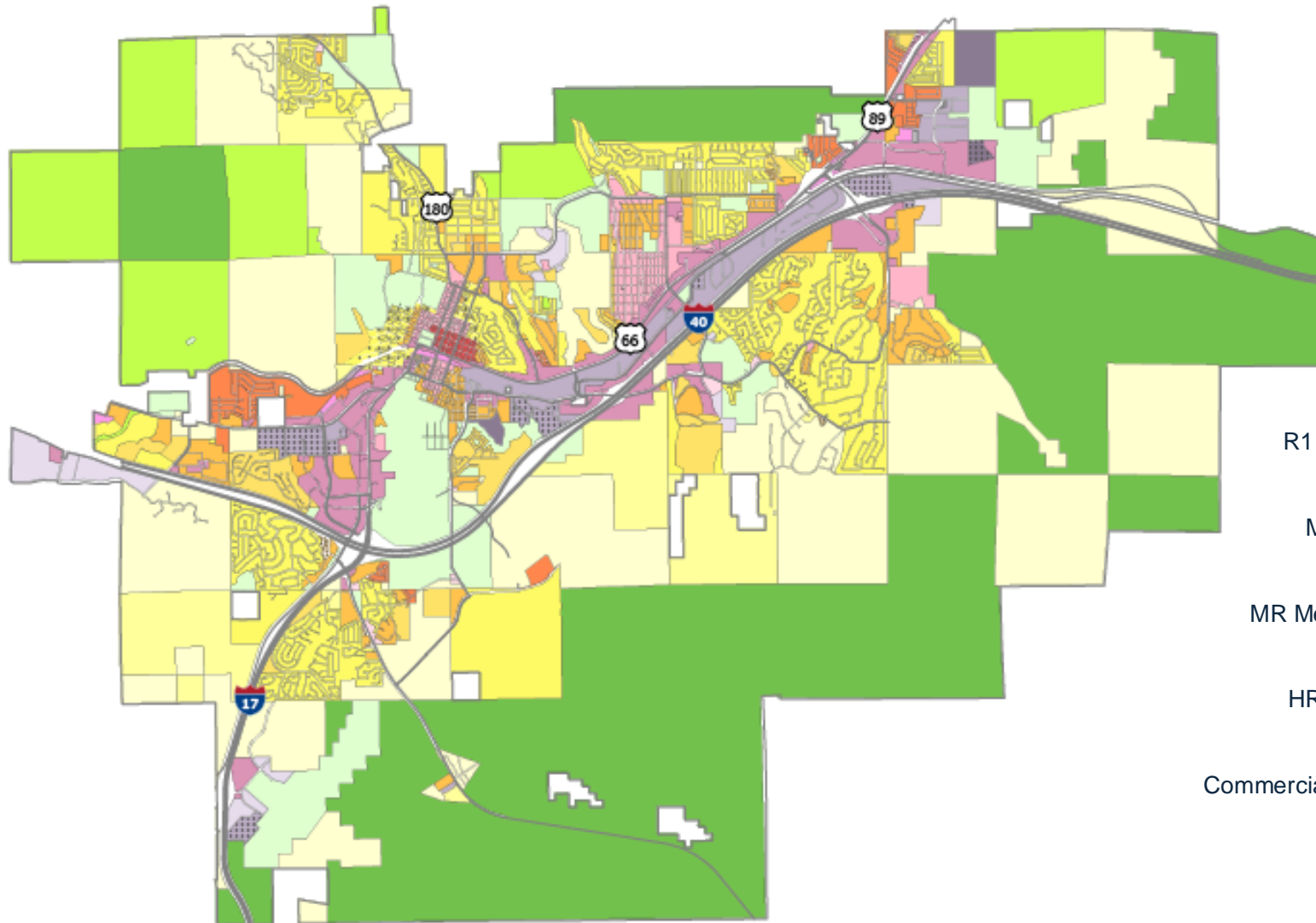
- Close review of code, process, and plan documents
- Discussions with City staff
- Development stakeholder meetings – soliciting feedback from local developers, engineers, and architects regarding potential barriers to affordable and sustainable residential development in the City
- A review of development case studies in the City
- Residential development site, building, and unit modeling

4. CODE DIAGNOSTIC KEY FINDINGS:

Zoning and Subdivision Codes

CONTEXT

Where is the buildable land? What zones have the most capacity for new housing?

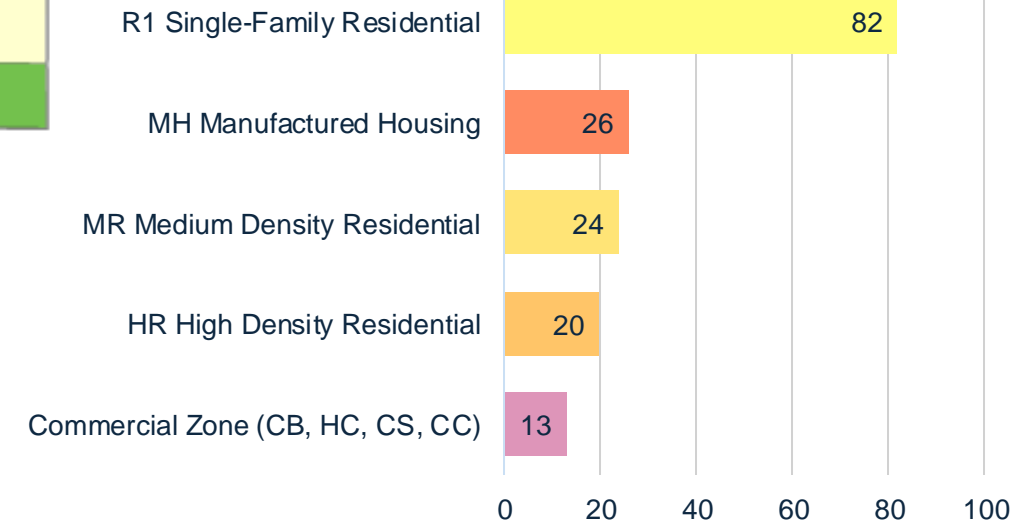


Acreage of Buildable Land on LASS Opportunity Sites

RR

2,352
acres

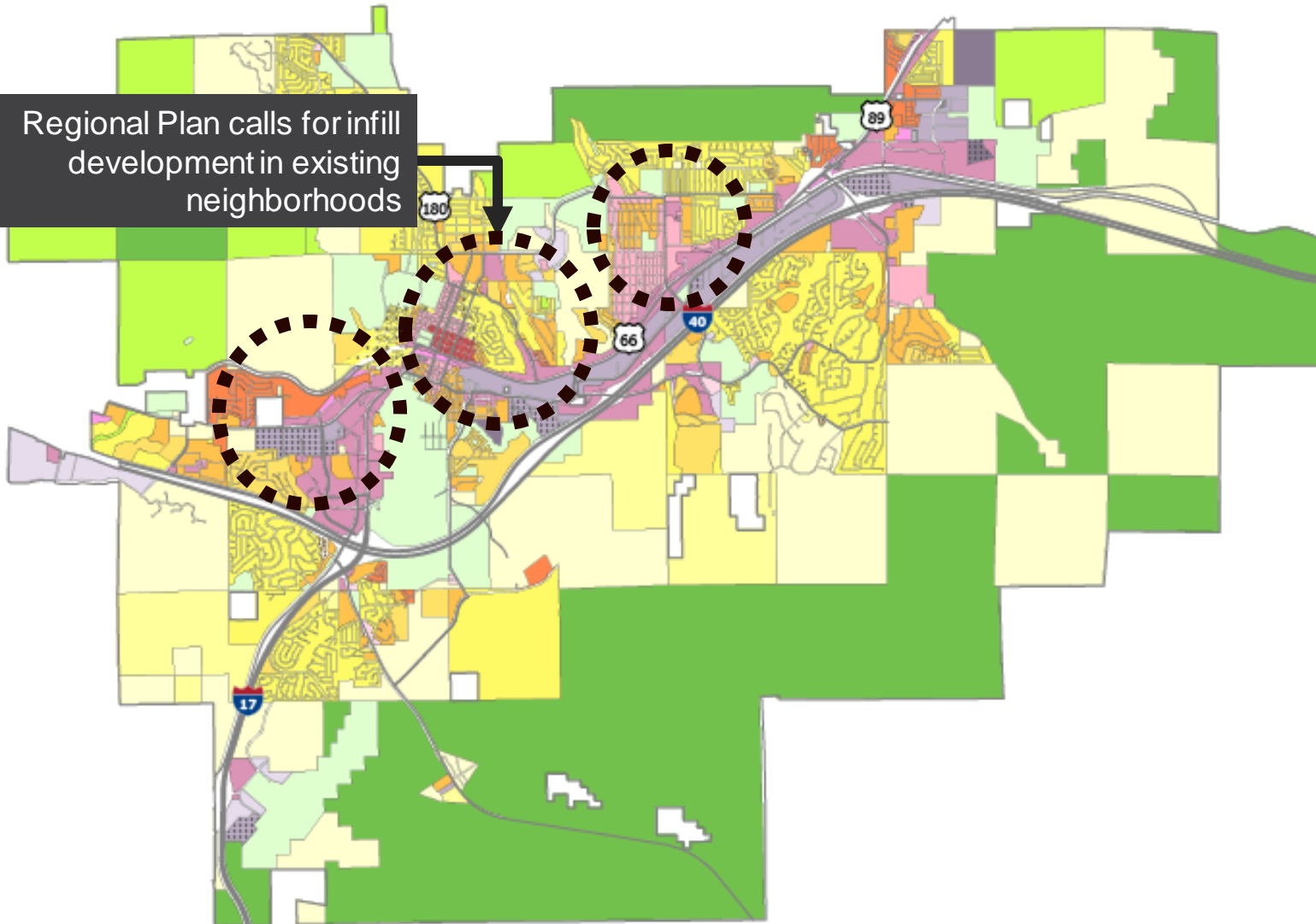
ER



CONTEXT

Where does the Regional Plan call for new housing to be prioritized to meet climate and housing goals?

Regional Plan calls for infill development in existing neighborhoods

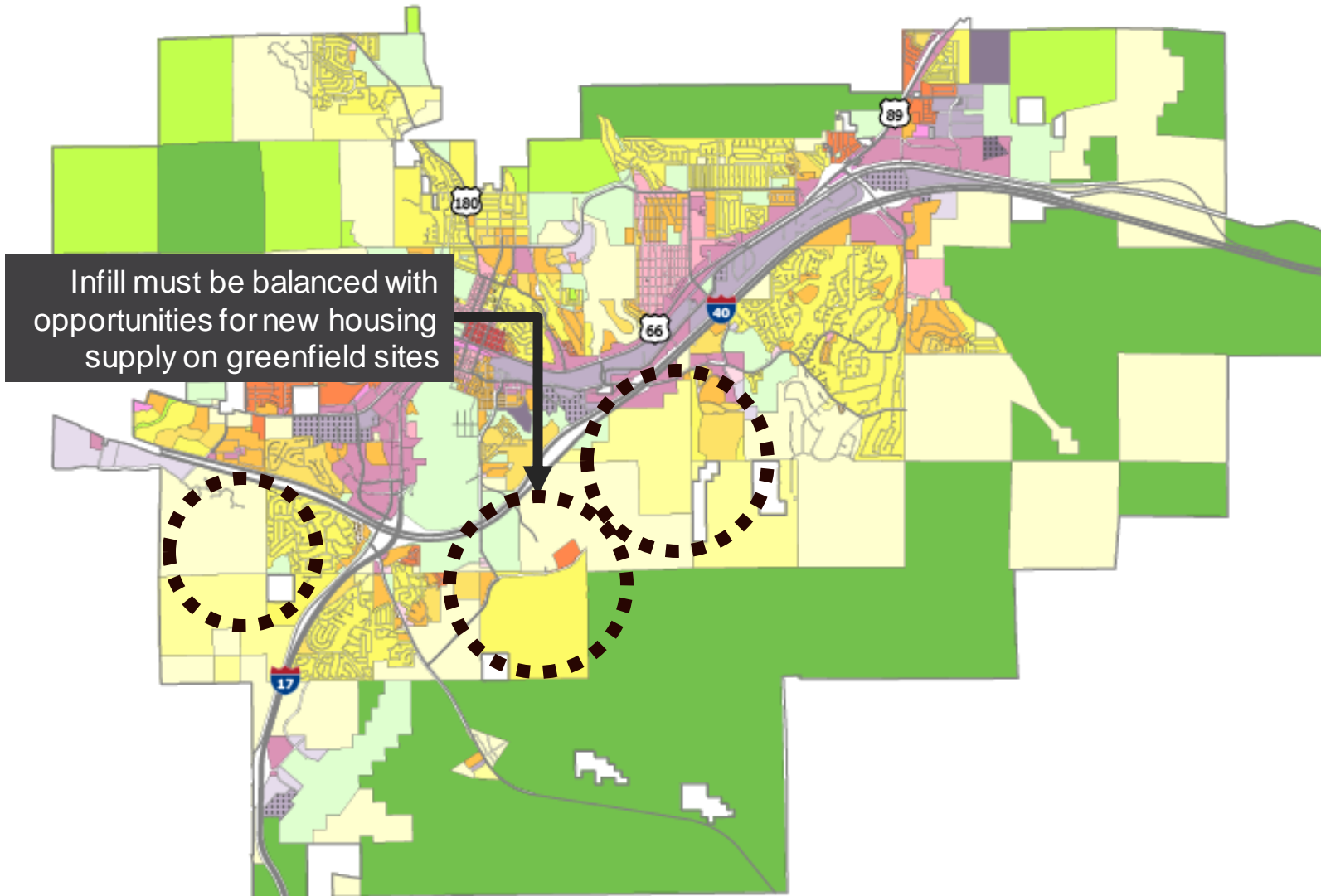


- Commercial zones are prominent in existing neighborhoods.
- Medium and high-density zones (MR, HR) are also important



CONTEXT

Where does the Regional Plan call for new housing to be prioritized to meet climate and housing goals?

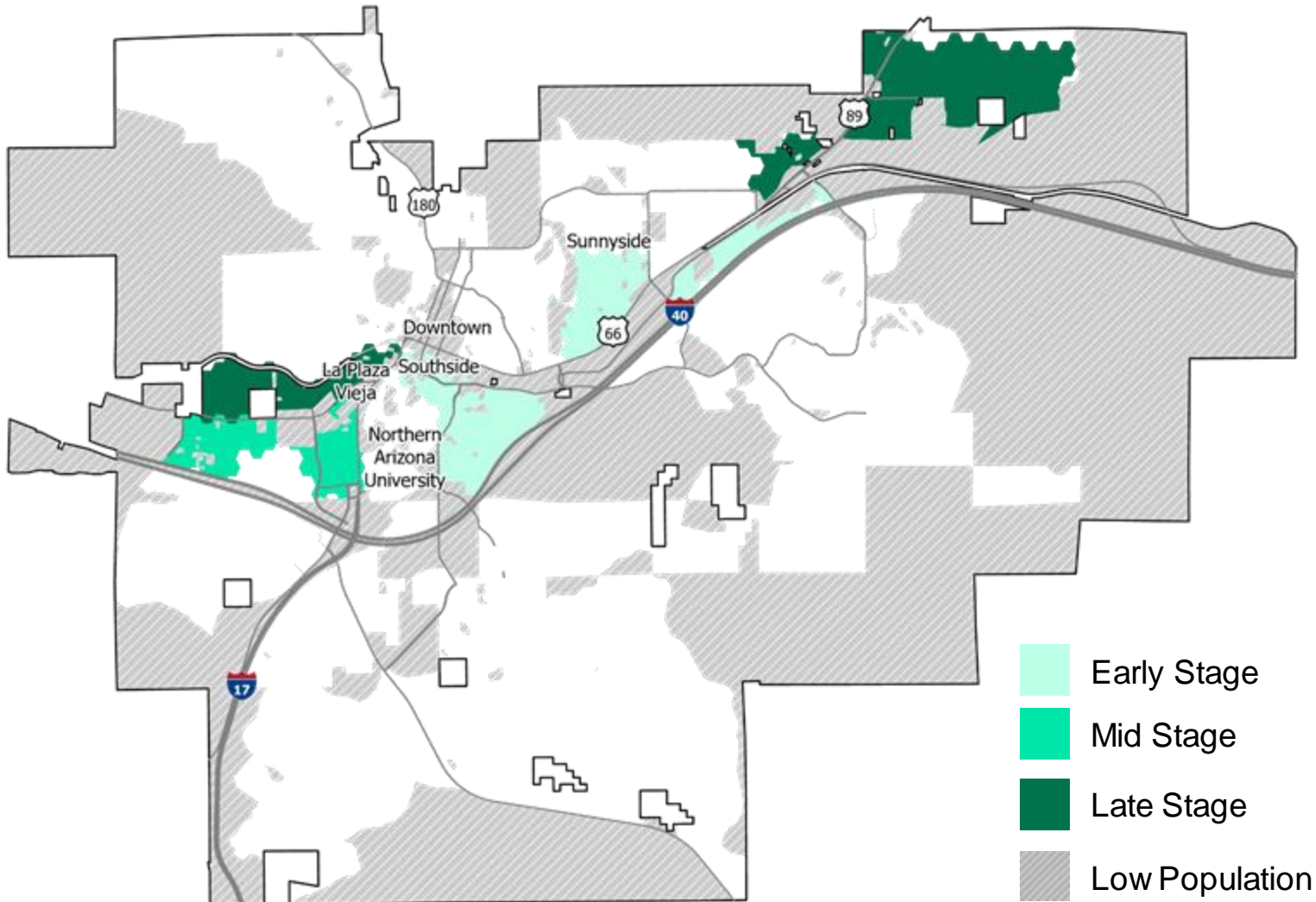


- How can the city ensure that rezoning and subdivision processes keep pace with housing needs?
- When rezoning occurs, will new development meet housing and climate goals?



CONTEXT

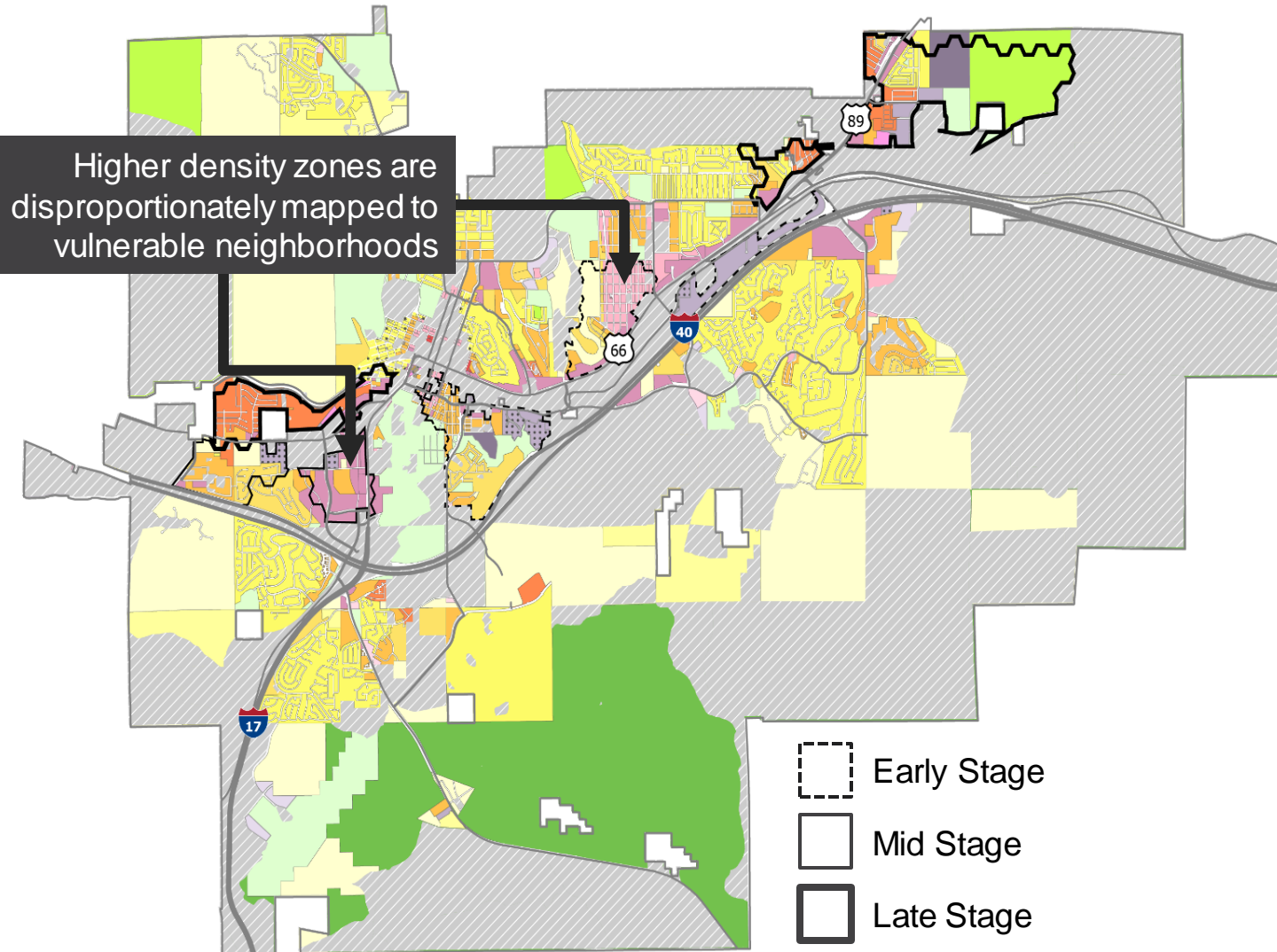
Where are the households that are vulnerable to displacement if housing production does not keep pace?



- Displacement risk evaluated using demographic and housing data
- Housing production has been found to prevent displacement
- New housing supply is needed both inside and outside vulnerable neighborhoods

CONTEXT

Where are the households that are vulnerable to displacement if housing production does not keep pace?



- If lower density zones do not keep pace with demand, this may shift demand to higher density zones
- To mitigate displacement, focus on reducing barriers to housing production and diversity in all zone districts.

CONTEXT

Overview of Major Barriers and Issues

CITYWIDE ISSUES

- **Review Procedures.** Zoning map amendment and subdivision review process are deterring development and slowing the pace of housing production.
- **Affordable Housing and Sustainable Building Incentives.** Incentive programs are not economically compelling and undercut by other provisions.
- **Resource Protection.** The RPO is not optimized to balance housing production goals with environmental goals.
- **Minimum Parking Requirements.** Critical barrier to housing affordability, development feasibility, and climate goals for higher density housing in transit-served areas.
- **High Occupancy Housing.** Requiring a conditional use permit and other specific development standards are a critical barrier to high density housing.

ZONE-SPECIFIC ISSUES

R1/R1N

Low density and restrictions on housing type are inconsistent with housing and climate goals.

MR

Higher density allowance needed to encourage smaller, more affordable units.

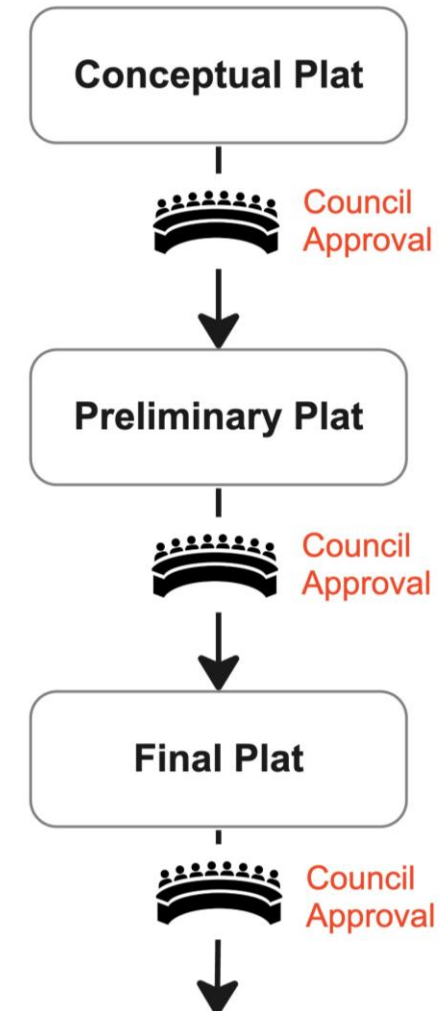
COMM. ZONES

Could provide for the higher densities that support goals, but parking requirements and HOH regulations severely limit this potential.

Review Procedures: Zoning Map Amendment, Subdivision

The zoning map amendment and subdivision review processes are slowing the pace of housing production.

- Requiring a Development Agreement is unnecessarily complex, limits flexibility, and deters rezoning.
- Development Agreements often focus on addressing citywide needs that are difficult for one project to satisfy
- The Concept Plat phase of subdivision process adds unnecessary cost and delay
- City Council approval of all subdivisions adds unnecessary uncertainty, cost, and delay.



R1/R1N

Single-Family Residential Zone

- Minimum lot size and minimum street width standards limit achievable density.
- Infeasible to deliver housing affordable to moderate income families at R1 density level
- Restrictive use regulations and low density discourage “missing middle” housing.
- R1 density levels are inconsistent with the City’s climate goals.

max density

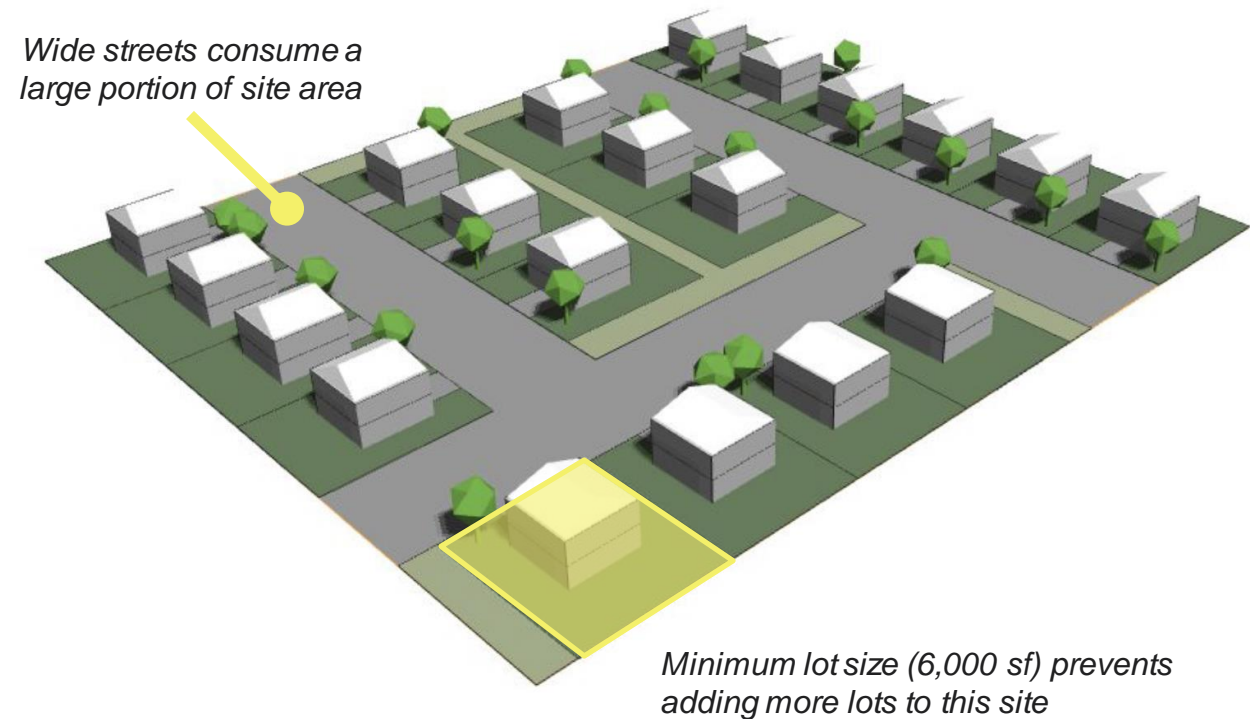
6.0

units per acre

achievable density

4.7

units per acre



R1/R1N

Single-Family Residential Zone

- Minimum lot size and minimum street width standards limit achievable density.
- Infeasible to deliver housing affordable to moderate income families at R1 density level
- Restrictive use regulations and low density discourage “missing middle” housing.
- R1 density levels are inconsistent with the City’s climate goals.

Min Feasible Price

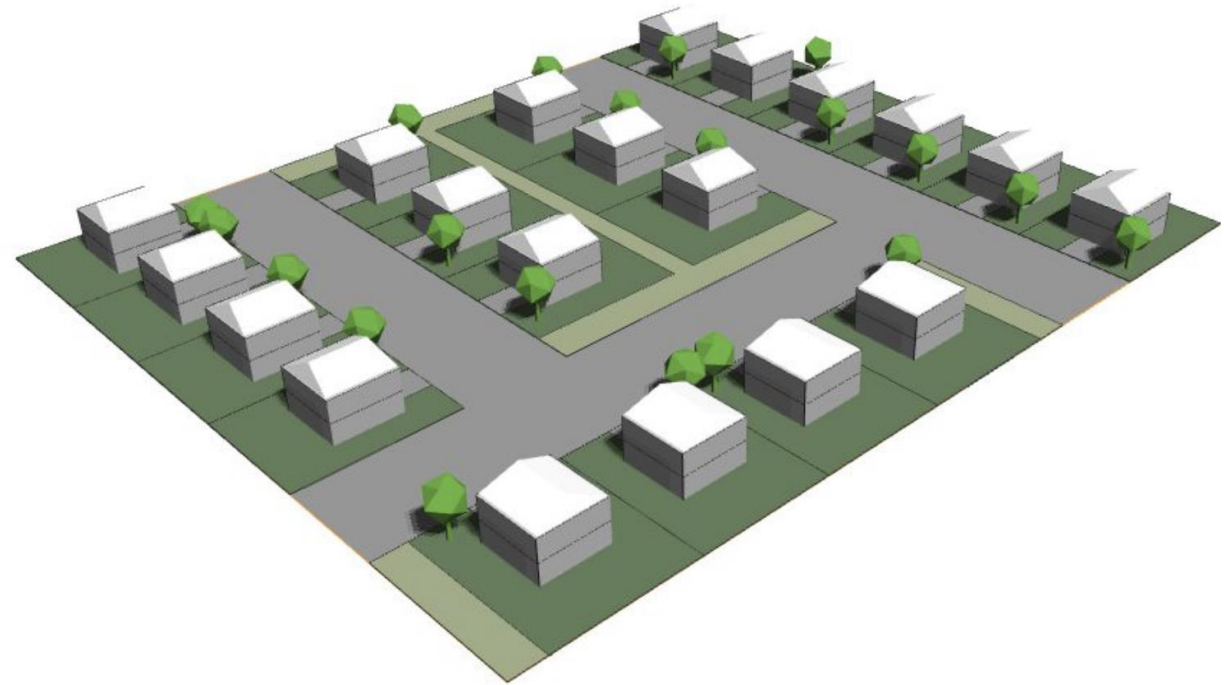
\$942,800

for 2,000 sf unit

Min Household Income

275%

of Area Median Income



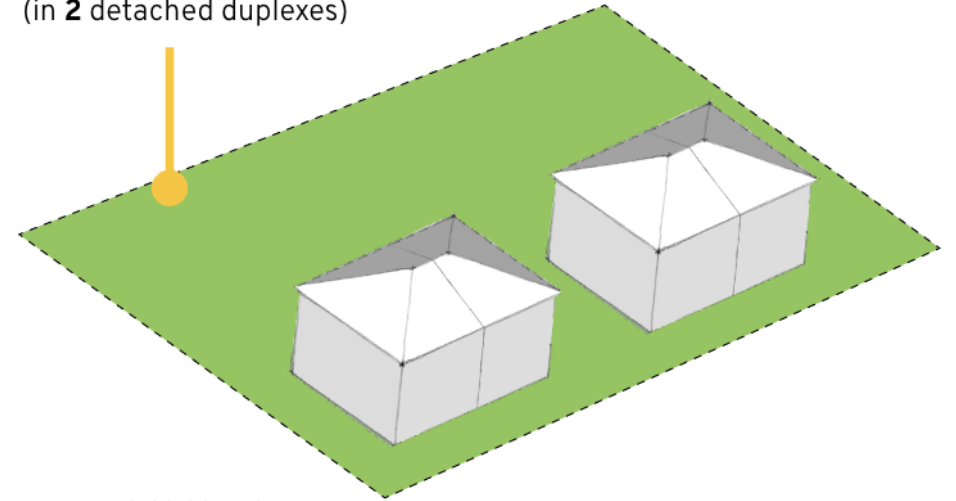
R1/R1N

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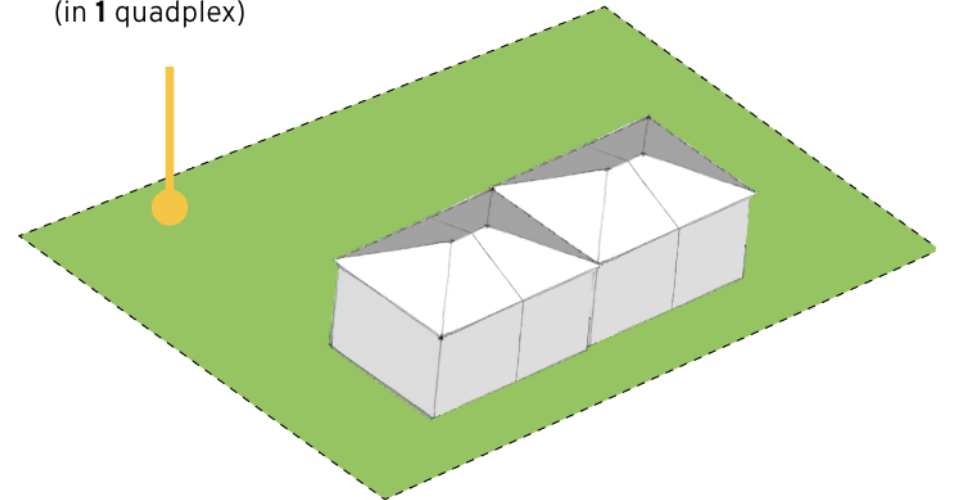
Allowed

4 Units
(in 2 detached duplexes)



Prohibited

4 Units
(in 1 quadplex)



R1/R1N

Single-Family Residential Zone

- Minimum lot size and minimum street width standards limit achievable density.
- Infeasible to deliver housing affordable to moderate income families at R1 density level
- Restrictive use regulations and low density discourage “missing middle” housing.
- R1 density levels are inconsistent with the City’s climate goals.

max density

6.0

units per acre

transit-supportive density

8-15

units per acre



MR

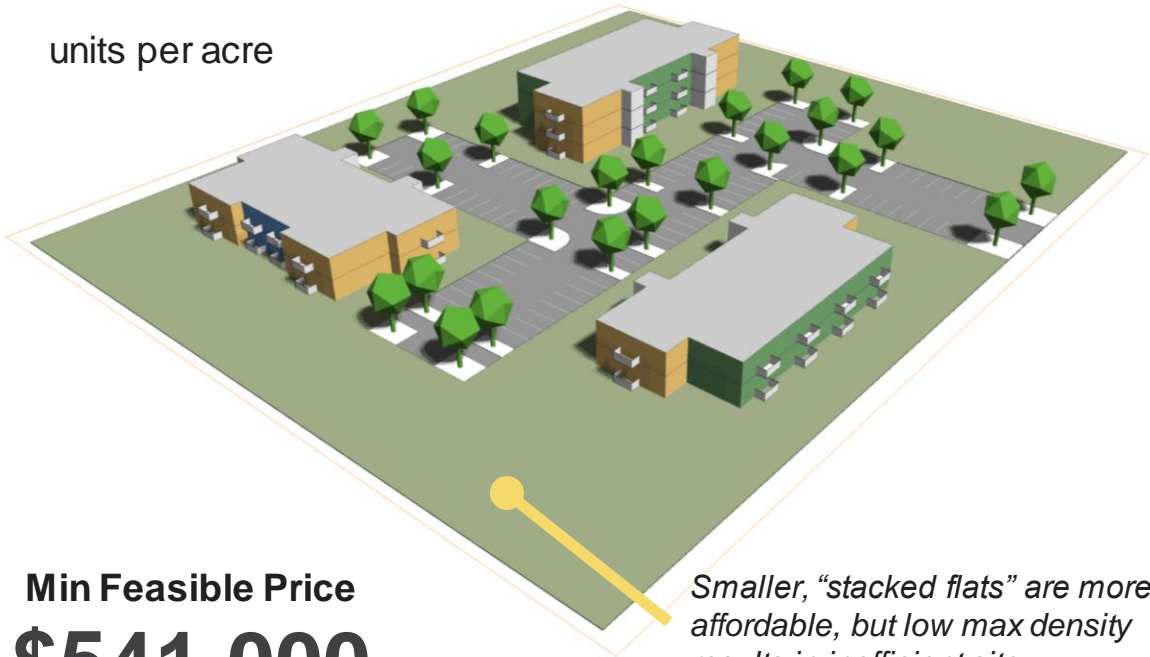
Medium Density Residential Zone

Variety of housing types allowed, but max density encourages larger, more expensive units.

Density

14

units per acre



Smaller, "stacked flats" are more affordable, but low max density results in inefficient site

Min Feasible Price

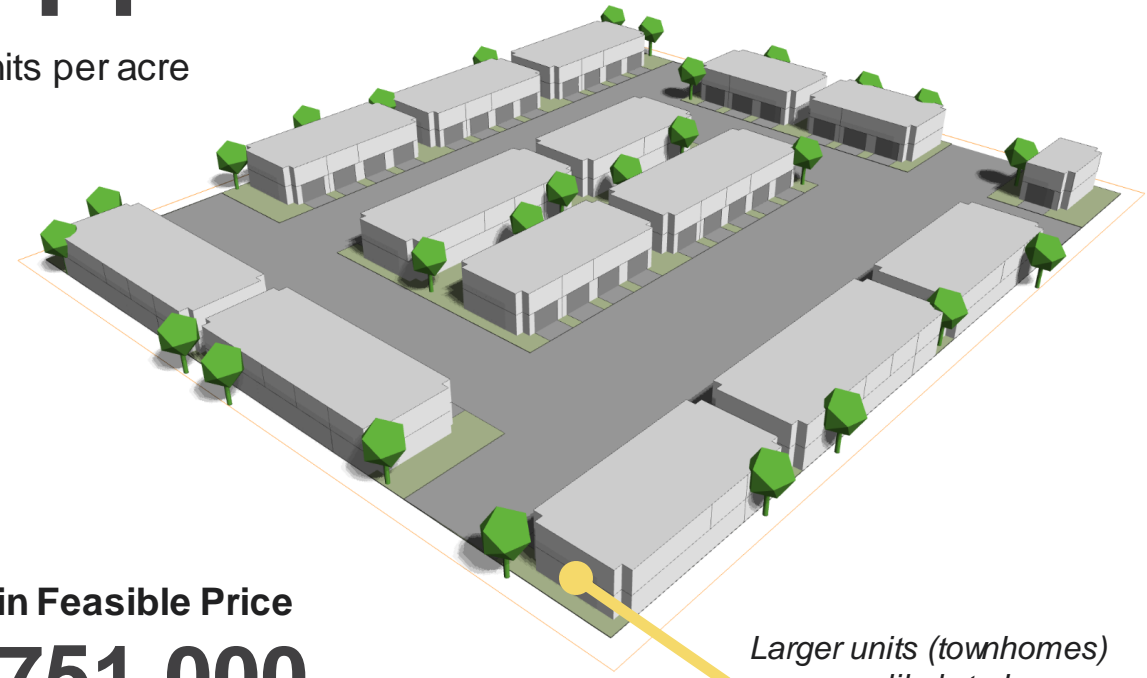
\$541,000

for 880 sf unit

Density

14

units per acre



Larger units (townhomes) are more likely to be developed at this density

Min Feasible Price

\$751,000

for 1,660 sf unit

Resource Protection Overlay Zone

The RPO is not optimized to balance housing production goals with environmental goals.

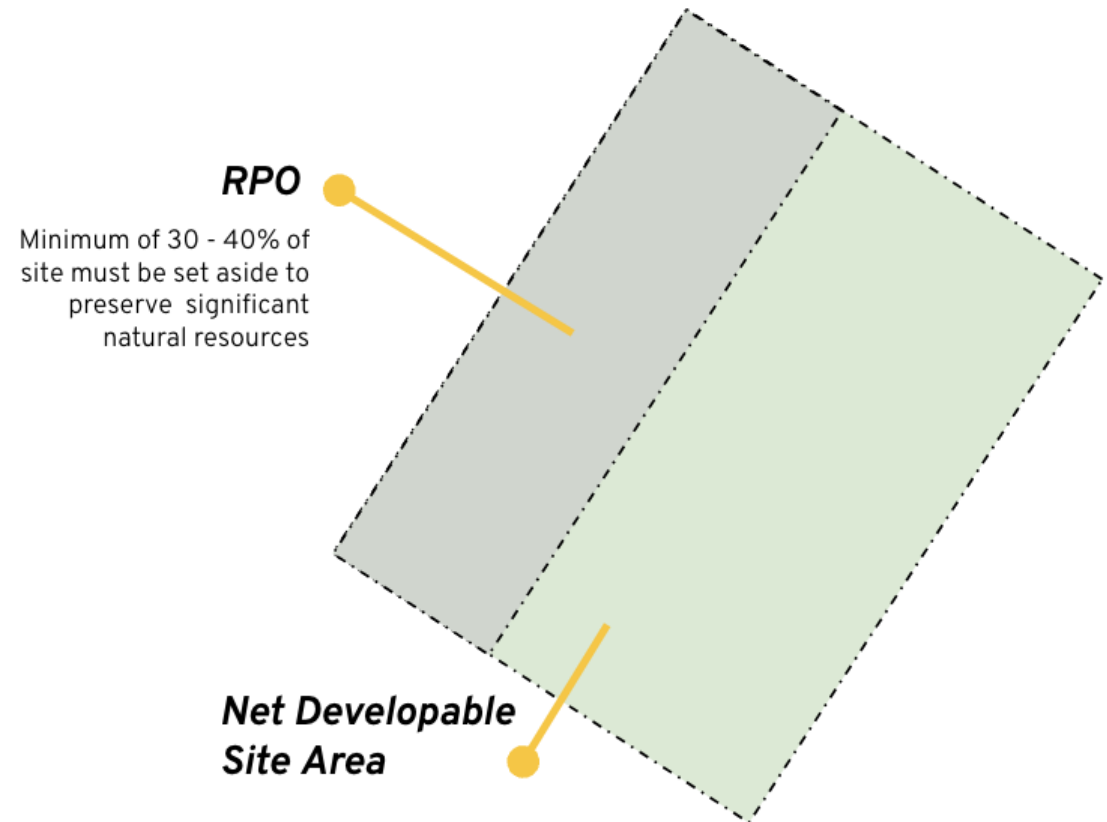
- Requires a large share of resources to be preserved on each site
- Does not allow forest and slope resource areas to be contiguous
- May increase fire risk due to proximity of residential structures to forest resources
- Limits density below the base zone in addition to requiring preservation areas

**Developable
Site Area**

1.0 acres

**Net Developable
Site Area**

0.66 acres



Resource Protection Overlay Zone

The RPO is not optimized to balance housing production goals with environmental goals.

- Requires a large share of resources to be preserved on each site
- Does not allow forest and slope resource areas to be contiguous
- May increase fire risk due to proximity of residential structures to forest resources
- Limits density below the base zone in addition to requiring preservation areas

Max. Density

14.0

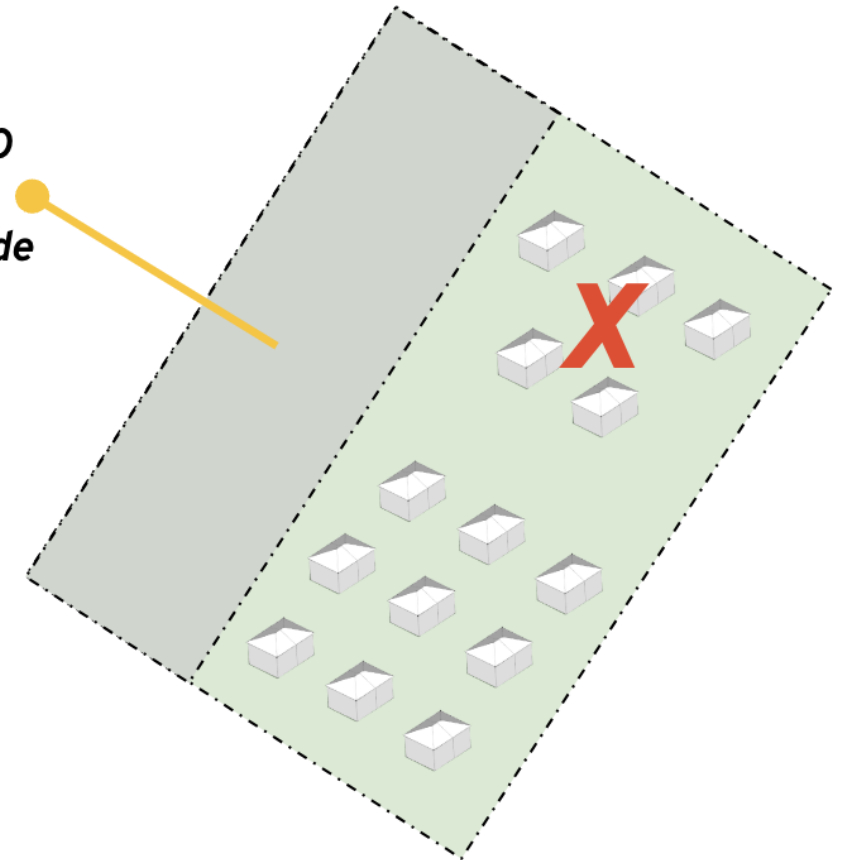
units per acre

*Max. Density
in RPO*

9.0

units per acre

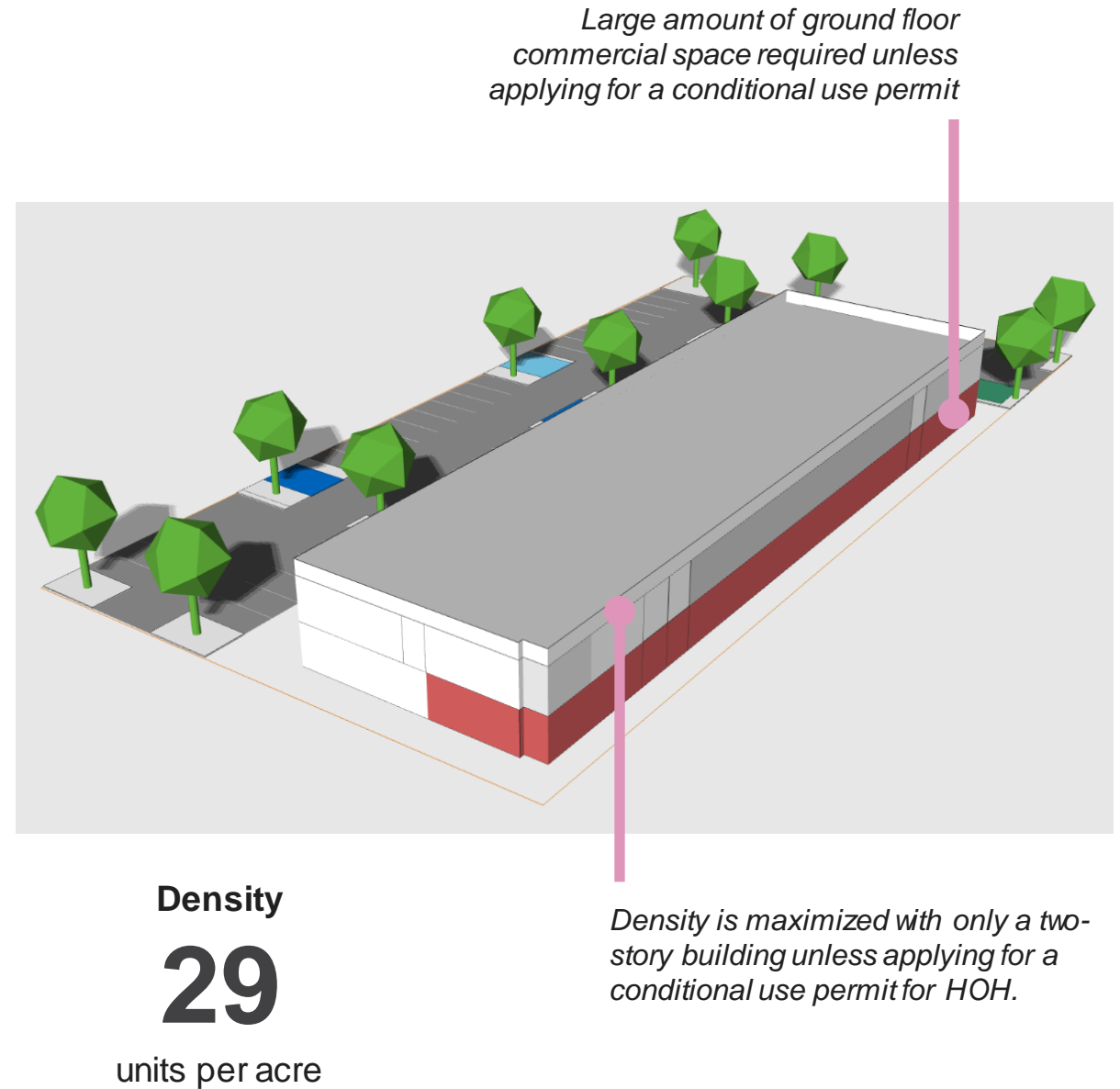
*RPO
Set
Aside*



Commercial Zones

The code makes it challenging to build high-density housing in commercial zones

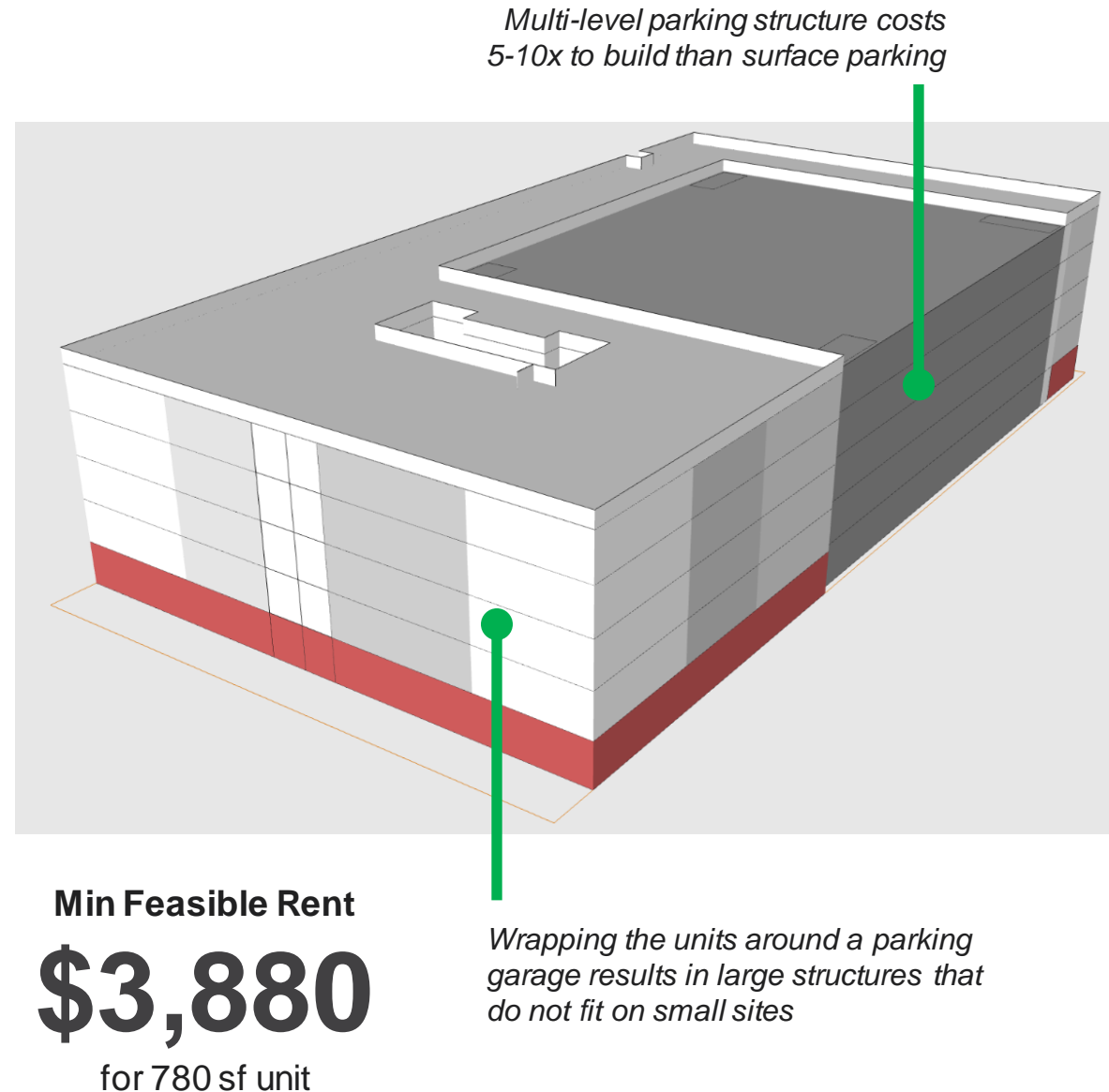
- Low maximum density (29 units per acre) is a critical barrier to lower cost housing and encourages an inefficient use of land.
- Requiring a CUP for a residential projects is not the most effective approach for balancing the desire for commercial uses.



Minimum Parking Requirements

Parking requirements are a critical barrier to housing and climate goals for high density housing in transit-served areas.

- Multi-level parking structures are costly and infeasible on smaller sites. Lower cost parking solutions are infeasible at higher densities.
- Higher greenhouse gas (GHG) emissions due to embodied carbon in concrete parking structures.
- Recent research has found that high parking requirements may directly encourage higher vehicle ownership.



High Occupancy Housing Regulations

The Conditional Use Permit requirement for high density housing in commercial zones is deterring infill development.

- The CUP process raises uncertainty and risk of denial, deterring investment
- Dilute the effectiveness of the Affordable Housing and Sustainability Incentives
- Nullify the benefits of the Transect Zones
- Some standards add unnecessary costs, complexity, and equity concerns for multi-family housing.



HOH was implemented in response to large multi-family projects.



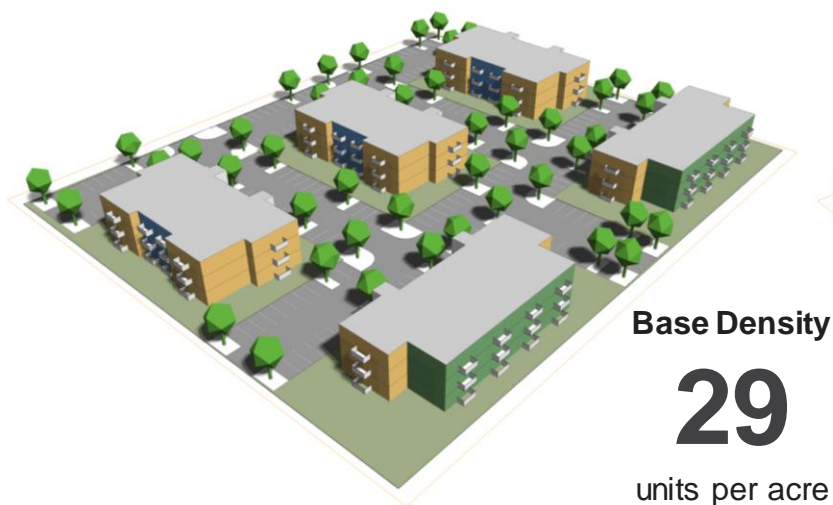
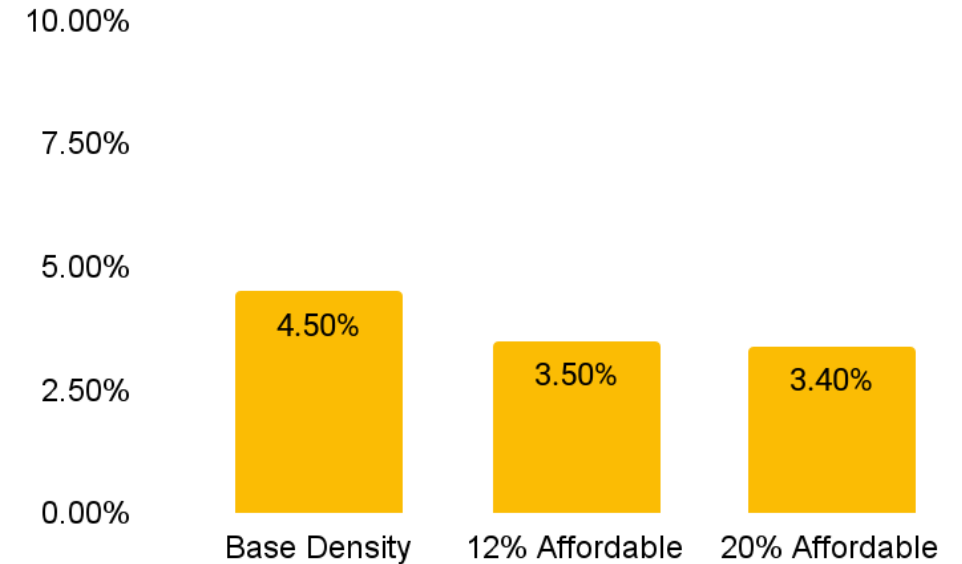
But also applies to this 12-unit condo building

CITYWIDE ISSUE

Affordable Housing Incentives

- The costs of providing affordable units outweigh the benefits. Modeled financial returns were lower for projects that used the incentives, despite higher densities.
- There are alternative pathways to achieving similar benefits, diluting the relative value of the incentives.

Internal Rate of Return



Sustainable Building Incentives

Some sustainability features could be required, and others lack compelling incentives.

- Features such as water resource protection and electric vehicle charging may be more appropriate to require for most developments.
- All-electric buildings are essential to the City's carbon neutrality goals, but many developers continue to build dual-fuel (electric/gas) projects.
- Density bonus is not a compelling incentive for many projects because it is too low or not achievable while complying with other standards.



CONTEXT

Tensions with Other Policy Goals

Addressing these barriers may require reconciling tensions with the City's other policy goals.

- The report identifies these six policy goals as potentially impacted by addressing these code barriers.
- Strategies for reconciling tensions with these policy goals will be evaluated in the Code Concepts and Code Recommendations reports.



**Community
Character and
Design**



**Infrastructure
Sufficiency/Funding**



**Historic
Preservation**



**Parking
Management**



**Resource
Protection**



Public Involvement

5. CODE DIAGNOSTIC KEY FINDINGS:

Engineering, Transportation Impact Analysis, and
Fire Access Standards

Stakeholder Comments - Examples

Some elements of current WSIA and TIA processes can be barriers to development.

- The requirement to conduct WSIA and TIA is often premature in the development process, requiring significant at-risk investment.
- There is an over-reliance on individual projects to fund transportation infrastructure versus a more reliable funding mechanism through the use of impact fees

Desire to allow narrower streets and alternative sidewalk and planter strip designs.

- Noted that it has been difficult to obtain City approvals for modifications to the base road designs.

WSIA Process:

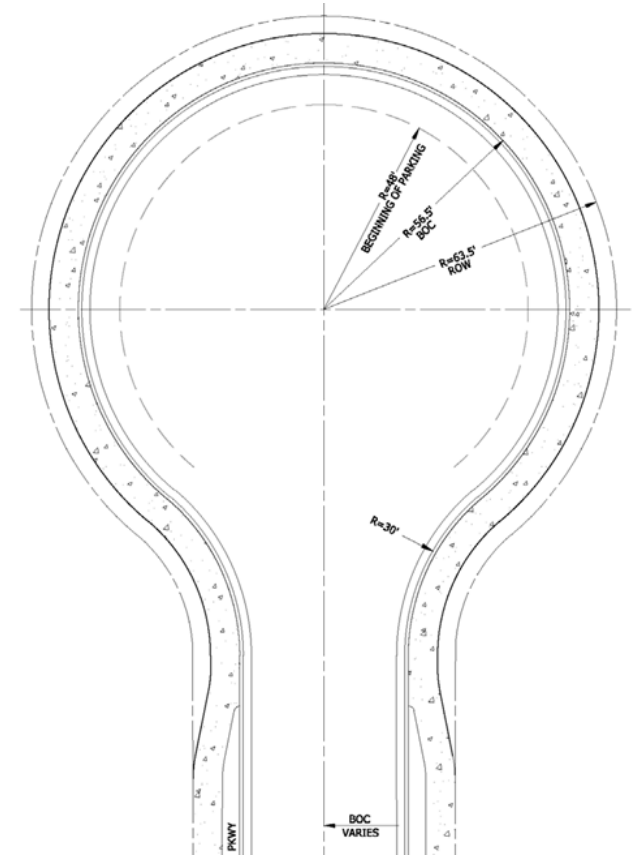
- Costly and required for most developments
- In some areas of the City, existing infrastructure may have known issues – old and undersized mains in downtown (and the potential for developers to be required to take on broader improvements) discourages dense infill and redevelopment that might be desired in downtown.

Flow Metrics:

- Metrics for assuming water and sewer demand in Tables 13-09-002-01 and 13-09-003-02 are from 1980 and may be overly conservative to actual use.

Transportation and Access Code Issues

- **Street Cross-Sections** are wide, complex, and stakeholders have noted them to be highly prescriptive
- **Winter Parking Ordinance** leads to off-street parking, even when streets are designed to accommodate parking
- **Cul-de-Sacs** are commonly used and generally an inefficient development pattern
- **Setbacks on Alleys** conflict with the benefits of alleys promoting building-forward, pedestrian-oriented neighborhoods. The setbacks are wider than needed yet often not wide enough to accommodate parking
- **Driveway standards for multi-family development** are the same as for commercial development, triggering large driveway and parking areas that may be over-built for small (3-4 unit) projects.



TIA Requirements

Potential Issues

- Developers may decrease number of units to avoid triggering TIA thresholds if known off-site liabilities exist, reducing housing supply
- Concern about equity amongst development projects – standardized impact fees could help resolve this

6. CODE DIAGNOSTIC KEY FINDINGS:

Building Code

Building Code

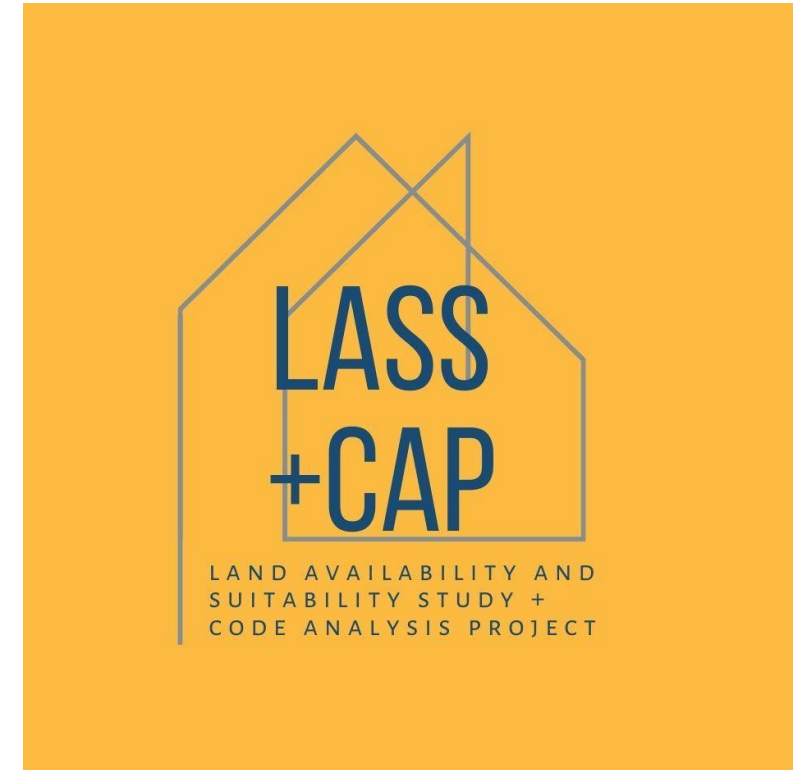
Key Findings

- **Affordable Housing and Construction Costs.** Building codes have a minor role in current escalations in construction costs. Research supports current drivers of higher cost are tied to labor, supply chain disruptions, higher financing cost and demand.
- **Adaptive Reuse.** Complex and highly variable issue that will vary project-by-project. A multitude of codes are triggered that typically challenge a project's viability.
- **Sustainability.** Misalignment between stakeholders and city goals. Sustainability is seen by the development community as a nice-to-have, expensive, non-critical feature. Education on actual costs and benefits is needed to inform this narrative.
- **Carbon Neutrality.** Need to elevate building performance beyond code through energy and water efficiency. There is no path to carbon neutrality without renewable energy. Policies needs to align with changes in market such as grid decarbonization.
- **Incentives.** City housing and sustainability incentives are not enticing to overcome financial barriers. Requires a suite of local, state and federal and utility incentives.

7. NEXT STEPS

LASS + CODE DIAGNOSIS OUTREACH

- **March 6, 2024:** Steering Committee Meeting: LASS
- **March 26, 2024:** Steering Committee Meeting:
Code Diagnosis
- **March 28, 2024:** Sustainability Commission
- **March 28, 2024:** Housing Commission
- **April 3, 2024:** Transportation Commission
- **April 10, 2024:** Planning and Zoning Commission
- **April 16, 2024:** Council work session



Continue informing the CAP process!

8. DISCUSSION

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 04/09/2024
Meeting Date: 04/16/2024



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Matthews to place on a future agenda a discussion regarding the process for selecting the Vice Mayor.

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Matthews has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

Information:

None

Attachments: