

CITY COUNCIL REGULAR MEETING AGENDA
A M E N D E D

REGULAR COUNCIL MEETING
TUESDAY
MAY 21, 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. PROCLAMATIONS AND RECOGNITIONS

- A. **Proclamation:** National Travel and Tourism Week
- B. **Proclamation:** Jewish American Heritage Month
- C. **Proclamation:** Public Works Week
- D. **Proclamation:** Asian American and Pacific Islander Heritage Month

6. COUNCIL LIAISON REPORTS

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 Grant Agreement:** Grant agreement between the U.S. Environmental Protection Agency (EPA) and the City of Flagstaff for the Flagstaff Regional Resilience Project.

STAFF RECOMMENDED ACTION:

Approve Grant Agreement #98T90401 with the Environmental Protection Agency for the Flagstaff Regional Resilience Project in the amount of \$1,000,000.

- B. **Consideration and Approval of Contract:** Construction Manager at Risk Design Phases Services Agreement with C and E Paving & Grading, LLC for the annual Street Maintenance Program 2024, 2025 & 2026, in the amount of \$139,943.13.

STAFF RECOMMENDED ACTION:

1. Approval of the Construction Manager at Risk Design Phases Services Agreement with C and E Paving & Grading, LLC for the annual Street Maintenance Program 2024, 2025 & 2026, in the amount of \$139,943.13; and
2. Authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Contract:** The Healthy Forest Initiative Grant Agreement between the City of Flagstaff and The Arizona Department of Forestry and Fire Management provides reimbursable funding to parcel owners within the City of Flagstaff and the Summit Fire and Medical District for Wildfire Hazardous Fuel Reduction.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with the Arizona Department of Forestry and Fire Management in the amount of \$243,750 of which \$195,000 is Arizona Department of Forestry and Fire Management share, and \$48,750 is homeowner share as part of grant match, and an indirect cost of \$22,157 for grant and financial administration.

- D. **Consideration of Ratification and Approval of Contract:** Cooperative Purchase Contract with Dell Marketing, LP for the IT Section to Purchase Dell Computer Hardware in an amount not to exceed \$425,000 for each fiscal year for the term of the Agency Contract.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Dell Marketing, LP for the IT Section to Purchase Dell Computer Hardware in an amount not to exceed \$425,000 for each fiscal year for the term of the Agency Contract; and
2. Authorize the City Manager to execute the necessary documents.

- E. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Morning Dew Landscaping, Inc. for the Cleo Murdoch Neighborhood Park Construction for Phase One in the amount of \$344,169.00 through CDBG Project 417C-22

STAFF RECOMMENDED ACTION:

1. Approve contract with Morning Dew Landscaping, Inc. in the total amount of \$344,169.00 to construct phase one of the Cleo Murdoch Neighborhood Park; and
2. Authorize the City Manager to execute the necessary documents

- F. **Consideration and Approval of Agreement:** Grant Agreement between the City of Flagstaff and the Gordon and Betty Moore Foundation to initiate a comprehensive, collaborative, and cross-sector initiative to change conditions such that community capacity, awareness of the benefits of fire to forest health, and community-wide smoke readiness have all increased, advancing wildfire resilience and public health.

STAFF RECOMMENDED ACTION:

Ratify year one of a Grant Agreement with the Gordon and Betty Moore Foundation in the amount of \$249,850.

8. ROUTINE ITEMS

- A. **Consideration and Adoption of Ordinance No. 2024-15:** An ordinance amending the Flagstaff City Code, Chapter 1-14, Personnel System, by amending the Employee Handbook of Regulations, Section 1-50-010 Holiday Leave; providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing an effective date.

STAFF RECOMMENDED ACTION:

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

- B. **Consideration and Adoption:** City of Flagstaff Economic Development Strategic Plan 2024-29.

STAFF RECOMMENDED ACTION:

Hear about changes to the plan based on previous Council discussion, ask any additional questions, and approve the plan.

- C. **Consideration and Approval of Preliminary Plat:** JP325, LLC requests Preliminary Plat approval for Juniper Point, Parcel 2, located at 2000 John Wesley Powell Boulevard, a single-family subdivision of 62 lots on 17.54 (gross) or 11.36 (net) acres in the RR (Rural Residential) Zone utilizing the Planned Residential Development (PRD) option.

STAFF RECOMMENDED ACTION:

Approve the Preliminary Plat in accordance with the findings presented in this report, the following conditions, and the Planning and Zoning Commission recommendation of approval (6-0 vote in favor on April 24, 2024).

1. The Final Plat shall adjust the plat boundaries to include the remainder of Juniper Point Parcel 1 Tract G.
2. The Final Plat and Engineering plans shall adjust the plat boundaries to include all areas that are being utilized for Resource Protection calculations.

9. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2024-17:** A resolution approving the City of Flagstaff's 2024 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD)

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-17 by title only
2. City Clerk reads Resolution No. 2024-17 (if approved above)
3. Adopt Resolution No. 2024-17

- B. **Consideration and Possible Action:** Use of the Council Initiative Fund.

STAFF RECOMMENDED ACTION:

Authorize the use of the Council Initiative Fund to support the Flagstaff Community Band and discuss any other programs Council may like to consider funding within this fiscal year's Council Initiative Fund or next fiscal year.

10. **DISCUSSION ITEMS**

- A. **Water, Sewer, and Reclaimed Water Rates and Fees Study Special Work Session**

City staff and the City's Consultant, Stantec, are addressing questions from the City Council related to the assumptions used in the rate model. City staff and Stantec will facilitate a discussion on financial planning scenarios and how those might influence the outcome of the proposed rates for water, sewer, and reclaimed water rates and fees. The desired outcome is for the Council to provide their direction on the financial planning scenarios.

11. **OPEN CALL TO THE PUBLIC**

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

13. 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: Jenna Ortega, Sustainability Coordinator
Co-Submitter: Jenny Niemann
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration and Approval of Grant Agreement: Grant agreement between the U.S. Environmental Protection Agency (EPA) and the City of Flagstaff for the Flagstaff Regional Resilience Project.

STAFF RECOMMENDED ACTION:

Approve Grant Agreement #98T90401 with the Environmental Protection Agency for the Flagstaff Regional Resilience Project in the amount of \$1,000,000.

Executive Summary:

The City of Flagstaff has been awarded \$1,000,000 in grant funds from the U.S. Environmental Protection Agency through the Environmental Justice Government-to-Government Grant, funded by Congress in the Inflation Reduction Act, 2022 (PL 116-169).

Staff seeks Council's acceptance of the grant award to fund three Resilience Hubs pilots in Flagstaff. These hubs will function as neighborhood centers, addressing community-identified needs by providing resources, services, training, and spaces for building connections to enhance local resilience.

The City of Flagstaff staff will manage the program in partnership with 13 community collaborators, including local community-based organizations, a local business, academic institutions, and Coconino County.

Financial Impact:

Project Name: Flagstaff Regional Resilience Project
 Cost: \$1,000,000
 Account Number Budgeted: 214-12-170-6368-0
 FY Budgeted Amount: \$1,000,000
 Grant Funded: Yes, 100%, \$0 required matching funds
 Funding Source: U.S. Environmental Protection Agency Environmental Justice Government-to-Government Grant

The grant award provides \$1,000,000 of Federal funding for the Flagstaff Regional Resilience Project, with no required matching funds from the City.

This is a three-year grant, which must be fully expended by May 2027. Funds will be disbursed during FY2023-24, FY2024-25, FY2025-26, and FY2026-27.

The allocation of full grant funds is as follows:

Staff/Project Manager	\$200,491
Supplies	\$58,725
Services	\$33,967
Construction	\$223,095
Subawards	\$446,904

Indirect Costs	\$36,818
Total	\$1,000,000

In the future, the City may consider supplementing this program to serve more residents. Any additional funding will be requested through the fiscal year budget process.

Policy Impact:

None

Previous Council Decision or Community Discussion:

No previous council decision has been made regarding the acceptance of this grant award. Staff presented an informational presentation on the Flagstaff Regional Resilience Hub project to the City Council on April 9th, 2024.

Options and Alternatives to Recommended Action:

Option A -- Approve the grant agreement with the Environmental Protection Agency (EPA) to fund the Flagstaff Regional Resilience Project.

Option B -- Decline the acceptance of the grant.

Background and History:

The Flagstaff Regional Resilience Project addresses climate change challenges by building upon the community's resilience and strengths. It seeks to enhance social connections, expand access to services, and foster trust. This grant-funded project will establish three Resilience Hub pilots in Flagstaff. These hubs will function as community spaces offering year-round access to resources, services, training, and support, not limited to crisis periods. Additionally, they will serve as safe spaces, offering heating, cooling, and clean air during emergencies.

Connection to PBB Priorities and Objectives:

- Promote environmental justice and the access to environmental benefits.
- Advance social equity and social justice in Flagstaff by supporting social services.
- Facilitate, develop, and encourage carbon-neutral energy opportunities.
- Create a welcoming community through partnerships, resilient neighborhoods.
- Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not.
- Implement, maintain, and further the Carbon Neutrality Plan (CNP) with awareness of social inequities.
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, and social systems.

Connection to Regional Plan:

- Goal E&C.2: Achieve carbon neutrality for the Flagstaff community by 2030.
 - Policy E&C.2.1. Encourage the reduction of all energy consumption, especially fossil-fuel generated energy, in public, commercial, industrial, and residential sectors.
 - Policy E&C.2.2. Promote investments that create a more connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.
- Goal E&C.3. Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.
 - Policy E&C.3.1. Develop and implement a comprehensive and proactive approach to prepare the community for and to minimize the impacts of climate change induced hazards.
 - Policy E&C.3.5. Improve the ability of vulnerable community members to adapt and thrive amidst the pressures of climate change.
- Goal E.2. Expand production and use of renewable energy.

- Policy E.2.1. Promote renewable energy sources that reduce demand upon fossil fuels and other forms of generation that produce waste.
- Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.
- Goal PF.1. Work across all government operations and services to prepare for the impacts of natural and human caused hazards.
 - Policy PF.1.5. Support proactive communication and education aimed at both residents and governmental operations as a means to build individual, organizational, and community resiliency to weather-related impacts and climate-caused or natural disasters.


Connection to Carbon Neutrality Plan:

- CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
- CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
- ES-1: Incorporate equity as a foundational element of every climate action the City develops and implements.
- ES-2: Proactively engage community members on an ongoing basis.
- ES-3: Design targeted climate policies and programs to serve vulnerable communities first.
- CE-3: Support solar installations on existing residential and commercial buildings.
- HS-2: Prepare for changing risks to public health due to climate change and increase collaborations across agencies to improve health and climate awareness, preparedness, and resilience.
- HS-4: Improve the resilience of public infrastructure and City facilities.

Connection to 10-Year Housing Plan:

None

Attachments: [Grant Agreement #98T90401](#)

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 98T90401 MODIFICATION NUMBER: 0 PROGRAM CODE: 52	DATE OF AWARD 04/29/2024
		TYPE OF ACTION New	MAILING DATE 05/02/2024
		PAYMENT METHOD: ASAP	ACH# 90541
		RECIPIENT TYPE: Municipal	
RECIPIENT: CITY OF FLAGSTAFF Flagstaff City Hall FLAGSTAFF, AZ 86001-5359 EIN: 86-6000244		PAYEE: CITY OF FLAGSTAFF Flagstaff City Hall 211 W ASPEN AVE FLAGSTAFF, AZ 86001-5359	
PROJECT MANAGER Stacey Brechler-Knaggs FLAGSTAFF CITY HALL 211 WEST ASPEN FLAGSTAFF, AZ 86001-5359 Email: jenna.ortega@flagstaffaz.gov Phone:		EPA PROJECT OFFICER Noemi Agagianian 75 Hawthorne Street San Francisco, CA 94105 Email: agagianian.noemi@epa.gov Phone: 415-972-3957	
		EPA GRANT SPECIALIST Darlene Fernandez Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: fernandez.darlene@epa.gov Phone: 415-972-3664	
PROJECT TITLE AND DESCRIPTION Inflation Reduction Act – Environmental Justice Government-to-Government See Attachment 1 for project description.			
BUDGET PERIOD 05/01/2024 - 04/30/2027	PROJECT PERIOD 05/01/2024 - 04/30/2027	TOTAL BUDGET PERIOD COST \$ 1,000,000.00	TOTAL PROJECT PERIOD COST \$ 1,000,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 04/12/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Environmental Justice, Community Engagement, & Environmental Review Division R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer			DATE 04/29/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 1,000,000	\$ 1,000,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 1,000,000	\$ 1,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.312 - Environmental Justice Government-to-Government (EJG2G) Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	24124WB091	2226	BSF5	WF	000W57XK1	4183	-	-	\$ 1,000,000
									\$ 1,000,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 131,040
2. Fringe Benefits	\$ 69,451
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 58,725
6. Contractual	\$ 33,967
7. Construction	\$ 223,095
8. Other	\$ 446,904
9. Total Direct Charges	\$ 963,182
10. Indirect Costs: 0.00 % Base	\$ 36,818
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,000,000
12. Total Approved Assistance Amount	\$ 1,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,000,000
15. Total EPA Amount Awarded To Date	\$ 1,000,000

Attachment 1 - Project Description

The agreement provides funding to the City of Flagstaff. Specifically, the recipient will develop a transferable model for community-led Resilience Hubs and corresponding spoke activities. The Project will create three Resilience Hubs: two physical spaces in underserved neighborhoods and one mobile hub serving unsheltered residents. One hub will be led by the Southside Community Association in central Flagstaff; another by the Sunnyside Neighborhood Association in east Flagstaff; a mobile hub led by the Community Assistance Teams of Flagstaff will serve unsheltered residents. The resilience hubs will serve marginalized populations with resources that meet community-identified needs, increase intergenerational connections and collaborations, increase emergency preparedness, expand air quality data, and demonstrate zero-emissions technologies. This assistance agreement provides federal funding in the amount of \$1,000,000. Preaward costs have been approved back to 5/1/24. The activities include hiring a project manager, establishing an advisory group, creating model neighborhood resilience hubs, providing resilience workshops and services, coordinating monthly health care days, installing air quality monitors, demonstrating climate resilient gardens, and providing emergency preparedness supplies. The anticipated deliverables include annual recommendations to the City Council from the advisory group, a retrofit of the Murdoch Center (one of three resilience hubs), resilience workshops and events and accompanying calendar, one resilient community garden, installation of air quality monitors, a green infrastructure community map, at least one monthly health care day, and an evaluation report.

The expected outcomes include: increased awareness of resilience & equity principles in the community & local government; increased access to easily identified, trusted, safe spaces in disadvantaged, overburdened communities in Flagstaff that are providing the day-to-day & emergency services needed in their community; implementation of community engagement processes that guide development & delivery of hub programs/services; increased access to air quality data and clean air spaces (in home & at hubs) for people affected by wildfire smoke & dust in and around Flagstaff; increased access to IRA, APS, and City incentives for energy efficiency & electrification of hubs, community buildings, homes & businesses; increased intergenerational connections within disadvantaged, overburdened communities; and increased attention and response to resilience needs, equity, and environmental justice at the local government level.

The intended beneficiaries include underserved, disadvantaged, overburdened adults, youth, & families in Flagstaff living in Sunnyside neighborhood, Southside neighborhood, unsheltered spaces, and within a 50-mile radius of Flagstaff, including rural communities, off-grid home-owners, and tribal communities. The recipient will manage three subawards with Southside Community Association (SCA), Sunnyside Neighborhood Association of Flagstaff (SNA), and Community Assistance Teams of Flagstaff (CATs).

The City will work with Southside and Sunnyside neighborhood associations to create, supply, and equip existing buildings in each neighborhood as a Resilience Hub to provide day-to-day services and emergency support. The associations will staff and manage the hubs. Each hub will have HEPA filtration and backup power to provide a space for daily resilience programming and serve as heating and clean air spaces in times of need. They will also provide information and access to food, supplies, clothing, emergency preparedness, and entrepreneurship resources. CATs will create and manage a third mobile resilience Hub to provide access to showers, laundry, and conversation as well food and supplies for unsheltered relatives in need. They will fund an Assistant Project Manager that will enable CATs to provide additional services for two years through the Mobile resilience hub and their upcoming fixed location resource center in Sunnyside Neighborhood. CATs will complete bus upgrades, mechanical repairs and increase solar battery capacity.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **June 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **September 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 4A when completing the form.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “Final Report (project completed)” in section 1B of the form.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Subaward(s)

The recipient's approved budget includes subaward(s). As applicable, the recipient will comply with the General Term and Condition on reporting of first tier subawards to www.fsr.gov per “Reporting Subawards and Executive Compensation” requirement.

E. New Recipient Training Requirement

The recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to [RAIN-2024-G01](#).

The recipient is precluded from drawing down funds under this assistance agreement until such time the recipient receives from EPA written confirmation of completing the required online courses. Please note, any costs incurred prior to receiving EPA confirmation are at **City of Flagstaff**'s own risk. If **City of Flagstaff** fails to respond or is unable to satisfactorily address all identified deficiencies within 90 days of the award date of this assistance agreement or within any extension of time granted by EPA, the agreement may be terminated. Noncompliance with this term and condition may result in adverse action by EPA per 2 CFR 200.339.

Programmatic Conditions

a. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports - Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/ outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. This description may include overall best practices and/or lessons learned over the project performance period, and attachments and links for materials that may be helpful to other Environmental Grants recipients or similar organizations (e.g., tip sheets, "how-to" sheets, communication materials, outreach materials, web tools, etc).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

The recipient agrees to submit semi-annual performance reports electronically to the EPA Project Officer within 30 days after the reporting period (every six-month period). The reporting deadlines are November 30th and May 30th.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance. The final report shall document project activities over the entire project period.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective

subrecipient performance.

3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

b. EJ Grantee Workshops (Virtual and/or In-Person)

All recipients will be required to attend at least one EJ Grantee training workshop hosted by your EPA Region. These trainings will assist all current EPA EJ grant recipients with strategic planning and project management of their grants and/or cooperative agreements, as well as afford recipients opportunities to learn from their peers and other experts. Recipients will need to identify at least one authorized official to participate. Virtual workshops will utilize webinar technology that can be accessed via personal computer. A conference call line will be available for any recipient who doesn't have the technical capability (i.e. slow internet connection) to access the webinar. Your EPA Project Officer will keep you informed of the dates of the workshops. Each EPA Regional Office will tailor their workshop agenda to the environmental needs and priorities of workshop participants and local communities in the region. Workshops may include a mix of current and former EJ grant recipients, local community stakeholders, other EPA and federal program personnel, and other attendees. Workshop attendees will come together to provide perspective, insight, and lessons learned regarding environmental justice issues plaguing their communities and ways to address them. Recipients will need to identify at least one authorized official to participate. Recipients are permitted to use awarded funds to pay for travel to the workshops.

c. Review and Oversight

1. **Products** - The recipient agrees that any product (e.g., publication, outreach materials, training manuals) produced through this assistance agreement and made available for public view must be first reviewed by the EPA Project Officer for comment before release. The recipient shall make all final decisions on the product content.
2. **Monthly Calls** - The recipient shall consult with the EPA Project Officer on a monthly basis in order to obtain input on program activities and products produced. However, the recipient should make all final decisions on project implementation and product content. It is at the EPA Project Officer's discretion to determine any change to the frequency with which calls are held.
3. **Prior Approval** - Any proposed changes to the project must be submitted in writing to

the EPA Project Officer for approval prior to implementation. The recipient incurs costs at its own risk if it fails to obtain written approval before implementing any changes.

d. Post-Project Period Follow-up and Engagement

For no less than one year after completion of the project, recipient agrees to periodically update its designated EPA Project Officer on current community- based and environmental justice work the recipient is performing and how/if that work relates to its now completed EJPCS project. These periodic updates may include (but are not limited to) recent local media reports, additional grant funding received, new initiatives, and developing partnerships. The EPA EJ Grants program is invested in the long-term success of each EJ Grant recipient and its long-term impact on addressing the disproportionate environmental and public health impacts plaguing their communities. These post-project period updates allow the EJ Grants program to provide past recipients with additional guidance about applicable funding opportunities, potential collaborations, and technical assistance that may assist recipients in their future work*. The periodic updates also allow the program to track best practices that lead to greater project sustainability and long-term community revitalization for impacted community residents. The frequency of these periodic updates will be at the discretion of the designated EPA Project Officer and will be discussed with the recipient before the end of the project period. Recipients are also encouraged to continue providing updates and engaging with their EPA Project Officers beyond the additional year after the end of the project.

*NOTE – Compliance with this term & condition will not give the recipient priority during future EPA EJ grant competitions and is not a guarantee for future EPA grant funding.

e. Cybersecurity Condition

a. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

b. (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

f. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

1. monthly telephone calls and other monitoring,
2. reviewing project phases and providing approval to continue to the next phase,
3. reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
4. approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy),
5. reviewing and commenting on the programmatic progress reports,
6. consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual),
7. joint operational involvement, participation, and/or collaboration between EPA and the recipient.

g. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the City of Flagstaff received

financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

h. Procurement

The recipient agrees to conduct all procurement actions under this assistance agreement in accordance with the procurement standards set forth in Title 2 CFR, Parts 200.317 through 200.327, 2 CFR Part 1500 and 40 CFR Part 33. EPA provides additional guidance on complying with these requirements in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements which is available at <https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance> Any costs incurred by the recipient under contracts and/or small purchases that EPA determines to be in noncompliance with EPA procurement standards shall be unallowable for Federal reimbursement.

i. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

j. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement [a/the] Quality Assurance (QA) planning document[s] in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

k. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

- i. Develop a QAPP,
- ii. Prepare QAPP in accordance with the current version of EPA's [Quality Assurance](#)

[Project Plan \(QAPP\) Standard,](#)

- iii. Submit the document for EPA review, and
- iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

- b. The recipient must submit the QAPP no more than 180 days after grant award.
- c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
- d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

For Reference:

- [Quality Management Plan \(QMP\) Standard](#) and EPA's [Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans.](#)
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

I. Paperwork Reduction Act

The scope of work for this cooperative agreement includes a survey or other information collection of identical information from 10 or more parties. As provided by 5 CFR 1320.3(d), EPA is a sponsor of the information collection for purposes of obtaining approval from the Office of Management and Budget for collecting information. The recipient agrees to assist EPA in complying with OMB procedures at 5 CFR Part 1320 for obtaining Information Collection Request authorization. The recipient may not collect information until EPA obtains OMB approval.

m. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

n. Signage Required

The **BIL and IRA** signage requirement (term and condition) is at: https://intranet.epa.gov/ogd/policy/investing_in_america_signage_required_term_and_condition.pdf

o. Conditional Award—Execution of Subaward to Implement Qualifying Community-based Nonprofit Organization (CBO) Partnership Agreement

In order to demonstrate eligibility for EPA's **Environmental Justice Government-to-Government (EJG2) Program**, City of Flagstaff submitted a Partnership Agreement to EPA that did not include a binding subaward agreement between the recipient and Southside Community Association (SCA), Sunnyside Neighborhood Association of Flagstaff (SNA), and Community Assistance Teams of Flagstaff (CATs) due to the recipient's local policies and laws that restrict the recipient from entering into subaward agreements prior to receipt of a Notice of Award. The recipient may not draw down funds for this award until the subaward with the subrecipient is executed through a written subaward agreement that is consistent with the requirements in 2 CFR 200.332(a). The recipient may refer to Appendix D of the EPA Subaward Policy for additional guidance. Once the subaward agreement with the subrecipient is executed and submitted to EPA's Project Officer, the EPA Grants Management Officer or the EPA Award Official will issue written notification that this condition has been satisfied and that the recipient is authorized to draw down EJG2G funds in accordance with the standards described in the EPA General Term and Condition *Automated Standard Application Payments (ASAP) and Proper Payment Draw Down*.

p. Environmental Justice Government-to-Government (G2G) Davis-Bacon Labor Standards Term and Condition

1. Program Applicability

- a. Environmental Justice Government-to-Government (EJG2G) program
- b. Clean Air Act Section 138
- c. The activities subject to Davis-Bacon include installing heat pumps, upgrading electrical panels, expanding the Solar P/V system, installing back-up power, and upgrading for energy efficiency. These activities are planned at the Murdoch Center.
- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor

from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

b. After Award of Contract:

i. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

ii. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-

Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Part III of Executive Order No. 11246 (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, POs must ensure that contractors must have anti-discrimination laws that meet the 7 clauses specified in 302. Section 302 defines "Construction contract" as "any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property." Contracts less than \$10,000 are exempt from the requirements of the Order.

--END OF DOCUMENT--

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jarrett Nelson, Public Works Project Manager
Co-Submitter: Sam Beckett
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration and Approval of Contract: Construction Manager at Risk Design Phases Services Agreement with C and E Paving & Grading, LLC for the annual Street Maintenance Program 2024, 2025 & 2026, in the amount of \$139,943.13.

STAFF RECOMMENDED ACTION:

1. Approval of the Construction Manager at Risk Design Phases Services Agreement with C and E Paving & Grading, LLC for the annual Street Maintenance Program 2024, 2025 & 2026, in the amount of \$139,943.13; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Public Works Streets Section maintains over 700 lane miles of roadway surface infrastructure for the citizens, regional community members, and visitors. Roadways throughout the City vary in design and capacity. In addition to automobile travel, all modes of transportation are integrated and encouraged within the right of way. Modes of travels such as mass transit, bicycle, and pedestrian opportunities are prevalent and our Streets crews strive to provide transportation infrastructure that is well connected and as safe as possible for travel, regardless of the chosen mode.

The City's annual Street Maintenance Program includes overlay and chip seal projects to improve aging infrastructure within our existing transportation network. Planning efforts include an evaluation of the asphalt surface, edge treatments, recent overlay project sections, roads that meet maintenance need, and road stripe engineering. Once the identified needs are prioritized, Streets utilizes funding provided from two sources to address the needs. The first source of revenue is Highway User Revenue Funds (HURF), or what's commonly referred to as the gas tax, a state shared revenue. The second source of revenue provided is sales tax proceeds collected as a result of the 2014 voter approved Road Repair and Street Safety Program (RRSS).

This Council action, if approved, will allow Streets to engage local contractor C and E Paving & Grading, LLC, as the Construction Manager at Risk (CMAR) for the annual Street Maintenance Program 2024, 2025 & 2026 by entering into the Design Phase Services Agreement. It is anticipated that at a future City Council meeting, Staff will bring forward for approval, the Construction Phase Services Agreement - GMP1, for overlay and chip seal projects for 2024, utilizing and improving the community transportation infrastructure.

Financial Impact:

Project Name: Road Repair and Street Safety Design and Construction

Cost: \$139,943.13 (Design Phase)

Account Number Budgeted: 040-06-162-3073-6-4443 (HURF) and 046-06-163-3321-6-4443 (RRSS)

FY2023-2024 Budgeted Amount: \$13,644,075

Grant Funded: No

Funding Source: Highway User Revenue Fund (HURF) and Proposition 406 - Road Repair & Street Safety

Tax (approved 2014)

Policy Impact:

The award of the CMAR Design Phase Services Agreement to C & E Paving and Grading, LLC will initiate the delivery of the annual Street Maintenance Program 2024, 2025 & 2026. Upon adoption of a subsequent CMAR Construction Phase Services Agreement and GMP1, the overlay and chip seal work will ensure that the City is maintaining its streets and providing for a well-protected and increased overall condition index for our roadways. The City of Flagstaff community continues to support initiatives creating and maintaining quality infrastructure throughout our transportation network. This project help meet the community driven goal of providing a safe and effective transportation network.

Previous Council Decision or Community Discussion:

The City Council has approved CMAR Design Phase Services Agreements, and subsequent Construction Phase Services Agreements, in previous years for annual Street Maintenance Programs. Transportation maintenance programs has been a topic of discussion in previous sessions. Direction and feedback has been provided in multiple forums, such as the goal setting process, the annual budgetary process, and community service delivery expectation discussions. Clear direction has been provided to maintain our transportation system, establish asset inventory, deliver capital renewal programs and meet the community expectations.

Options and Alternatives to Recommended Action:

No

Background and History:

The City has established an annual program to maintain existing street pavements. The program includes three major elements: non-structural upgrades of asphalt overlay, minor concrete repairs, accessibility improvements including sidewalk/ramp replacement and chip sealing. The citizens of Flagstaff approved the Road Repair and Street Safety Maintenance Program (RRSS) (Prop. 406). This is a dedicated sales tax providing funding of \$100 million over 20 years. The annual program has been aggressively addressing capital projects that have been identified to be in a high state of disrepair on the front end of the program with strong support for annual maintenance until the sales tax sunsets in 2034. The overlay and chip seal street segments are selected after evaluation of the street condition using pavement management asset software. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing treatments and improvements. Chip seal techniques are also used to protect recently overlaid sections to prolong the life of the asphalt surface.

The Arizona State Legislature has authorized the use of Alternative Project Delivery Methods (APDM) as a method of project delivery. Included in these delivery methods the City of Flagstaff can procure a construction team utilizing a Qualifications Based Selection process for construction services from a firm deemed most qualified to perform the work. The enabling legislation also allows for provision of multiple Guaranteed Maximum Prices (GMP) under a single procurement.

At the March 17, 2020, City Council meeting, Council approved the award of the initial Professional Engineering Design Phase Services contract for the 2020, 2021 and 2022 programs to Peak Engineering, Inc. Two contract extensions have been utilized in both 2023 and 2024. Working collaboratively with City staff and C and E Paving & Grading, LLC, the team will develop the annual program, costing evaluation, project scheduling, design document review, prioritization of roadway segments, logistics, quantity estimating, and preparation of final construction documents.

On behalf of the City of Flagstaff Streets Department, COF Procurement posted a formal solicitation to PlanetBids on March 6, 2024, to hire a Construction Manager at Risk (CMAR) pertaining to the Street Maintenance Program 2024, 2025, 2026. On March 16 & 23, 2024, City of Flagstaff Procurement team advertised a Request for Statement of Qualifications in the Arizona Daily Sun. Closing date for this request was March 29, 2024. The Team received one (1) statement of qualification. An evaluation team of City staff and one design professional reviewed the statement and agreed to request approval from Council to award C & E Paving to hold the CMAR contract for the annual Street Maintenance Program 2024, 2025, 2026. The

proposed Design Phase Services Agreement is the initial step towards beginning this project.

Connection to PBB Priorities and Objectives:

The Road Repair/Street Safety- 163 (3321) is a community program designed to ensure the City's transportation system performs at the highest level possible by resurfacing aged and damaged road surfaces across the city, while also ensuring pedestrian access and safety through the sidewalk infill program.

Connection to Regional Plan:

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Connection to Carbon Neutrality Plan:

The asphalt mix design used in the overlay portion and chip seal binders for the project has recycled asphalt incorporated into the mix, thus reducing the usage of new fossil fuels. In addition, maintaining a smooth and consistent roadway surface decreases the fuel consumption of the vehicles utilizing it.

Connection to 10-Year Housing Plan:

N/A

Attachments: [2024-65 C and E Paving CMAR Design Phase Agreement Exhibit A & B](#)



City of Flagstaff, Arizona

Street Maintenance Program 2024, 2025 & 2026

CONSTRUCTION MANAGER AT RISK

DESIGN PHASE SERVICES

Agreement No. 2024-65

Mayor

Becky Daggett

Council

*Austin Aslan
Deborah Harris
Khara House*

*Lori Matthews
Jim McCarthy
Miranda Sweet*

City Manager

Greg Clifton

Water Services Director

Shannon Jones

**Community
Development Director**

Dan Folke

Public Works Director

Scott Overton

Engineering & Capital Improvements Director

Paul Mood

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City of Flagstaff, Arizona

Street Maintenance Program 2024, 2025 & 2026 CONSTRUCTION MANAGER AT RISK DESIGN PHASE SERVICES Agreement No. 2024-65

This Design Phase Services Agreement (“Agreement”), made and entered by and between City of Flagstaff, a political subdivision of the State of Arizona (“Owner”) and C and E Paving & Grading, L.L.C., an Arizona Limited Liability Company, hereinafter designated the (“Construction Manager at Risk” or “CMAR”) is entered into on this ___ day of _____, 20__.

RECITALS

- A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by provisions of the City Charter to execute agreements for professional services and construction services.
- B. The Owner intends to construct the Street Maintenance Program 2024, 2025, 2026 – Design Phase Services, as more fully described in Exhibit “A,” attached (“Project”).
- C. To undertake the construction administration of the Project, the Owner has entered into separate agreements with Peak Engineering, Inc. (“Design Professional(s)”).
- D. CMAR has represented to the Owner the ability to provide design phase services the Project, and based on this representation, the Owner hereby engages CMAR to provide these services and design the Project.
- E. At the end of the design phase, at the Owner’s discretion, the Owner may enter into a separate Construction Phase Services Agreement with CMAR for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Owner and CMAR as follows:

ARTICLE 1 - TERMS AND DEFINITIONS

“Addenda” - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

“Agreement (Contract)” - This written document signed by the Owner and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

“Alternate Systems Evaluations” - Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles which have the potential to reduce construction costs while still delivering a quality and functional Project that meets the Owner requirements.

“Change Directive” - A written order prepared and signed by the Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

“Change Order” - A type of contract amendment issued after execution of the Contract Documents where unanticipated or unforeseen circumstances in the Work have been encountered. Each Change Order shall be signed by the Owner and CMAR, stating their agreement upon all of the following: the addition, deletion or

revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Price; the amount of the adjustment to the Contract Time; or other modifications of other Agreement terms.

"City (Owner)" - The City of Flagstaff, a political subdivision of the State of Arizona, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Agreement.

"CMAR" - The Contractor selected by the Owner to provide design phase services as detailed in this Agreement.

"CMAR Representative" - The designated CMAR Representative.

"CMAR Senior Representative" - The designated CMAR Senior Representative.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professionals after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs for providing off-site management, supervision, General Conditions support, support of construction activities, home office overhead, and profit, as applicable to this Project, whether at CMAR's principal or branch offices.

"Contingency, CMAR's" - A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner to be used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in this Agreement.

"Contingency, Owner's" - A fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from the Owner-directed changes or unforeseen Site conditions. The amount of the Owners' Contingency shall be set solely by the Owner and shall be in addition to the CMAR's GMP.

"Contract Documents" - The following items and documents in descending order of precedence executed by the Owner and CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; and (iv) GMP Plans and Specifications.

"Contract Price" - The cost for services for this Agreement.

"Contract Time(s)" - The number of days or the dates related to the construction phase, including authorized adjustments, allotted in the Construction Documents for Substantial and final Completion of the Work, subject to Winter Shutdown.

"Cost Models" - Cost tabulation for the construction of the Project developed by the CMAR and continually updated throughout the preconstruction phase fee and utilized to develop the Guaranteed Maximum Price Proposal. The Cost Model is created using the Design Professionals list of standard pay items.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Cost, bonds, insurance, or taxes.

"Critical Path Method" or "CMP" - A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

“Deliverables, Construction Phase Services Agreement” - The Work conducted by CMAR during the construction phase which may include, but is not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost models, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed Minority Business Enterprise/Women’s Business Enterprise (“MBE/WBE”) Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team and other services set forth in this Agreement or reasonably inferable therefrom.

“Deliverables, Design Phase Services Agreement” - The Work conducted by CMAR during the design phase which may include, but is not limited to: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman’s Business Enterprise/Small Business Enterprise (“MBE/WBE/SBE”) utilization, Subcontractor agreements, Subcontractor bid packages, GMP preparations and other services set forth in this Agreement or reasonably inferable therefrom.

“Design Professional(s)” - A qualified, licensed design professional who furnishes design, construction documents, and/or construction administration services required for the Project.

“Drawings (Plans)” - Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by CMAR during the construction phase, and which have been prepared or approved by the Design Professional(s) and the Owner. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional(s) solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost models (e.g., conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but *“not for construction”*. Shop Drawings are not Drawings as so defined.

“Differing Site Conditions” - Concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

“Final Completion” - 100% completion of all construction Work noted in, or reasonably inferred from, the Contract Documents, including but not limited to, all Punch Lists work, all record and close-out documents specified in Owner’s Project specifications and Owner training/start up activities.

“Float” - The number of Days by which an activity can be delayed without lengthening the CMP and extending the Substantial Completion date.

“General Conditions Costs” - All on-site Project-specific costs required to perform the Work, but not itemized or included in the Cost of the Work. Includes, but is not limited to, the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for Work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site; (vii) costs of liability and other applicable insurance premiums not include in labor burdens for direct labor costs; (viii) costs of bonds premiums; (ix) costs of consultants not in the direct employee of CMAR or Subcontractors.

“Guaranteed Maximum Price” (“GMP”) - The sum of the maximum Cost of the Work; the Construction Fee, General Conditions Costs, taxes, and CMAR’s Contingency.

“GMP Plans and Specifications” - Plans and specifications upon which the Guaranteed Maximum Price Proposal is based.

“Guaranteed Maximum Price (GMP) Proposal” - The offer or proposal of CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Agreement.

“Legal Requirements” - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

“Notice to Proceed” or “NTP” - The directive issued by the Owner, authorizing CMAR to start Work.

“Opening Physical Conditions” - The current physical conditions present on the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-construction Conference.

“Owner’s Representative” - The designated City Project Manager.

“Owner’s Senior Representative” - The City of Flagstaff’s designated Division/Department Head.

“Performance Period” - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

“Payment Request” - The form used by CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and or the Owner.

“Pre-construction Conference” - A Conference held between Owner and CMAR prior to the commencement of any Work, as scheduled by the Owner’s Representative or designee.

“Product Data” - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

“Project” - The Work to be completed in the execution of this Agreement, as amended, and as described in the Recitals above and in Exhibit “A” attached.

“Project Team” - The design phase services team consisting of the Design Professional(s), CMAR, the Owner’s Representative, the Owner’s Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

“Schedule of Values (SOV)” - A statement furnished by CMAR to the Owner’s Representative for approval, reflecting the portions of the GMP allotted for the various parts of the Work and used as the basis for evaluating CMAR’s applications for progress payments.

“Shop Drawings” - All drawings, diagrams, schedules and other data specifically prepared for the Work by CMAR or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” - Land or premises on which the Project is located.

“Specifications” - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship, as applied to the Work, and certain administrative details applicable thereto.

“Subconsultant” - A person, firm or corporation having an agreement with CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

“Subcontractor” - An individual or firm having a direct agreement with CMAR or any other individual or firm having an agreement with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the Site for which CMAR is responsible.

“Submittals” - Documents and/or things that may be produced or presented by one party for consideration, review, or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

“Substantial Completion” - The construction services for the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner’s Representative, as evidenced by a Certificate of Substantial Completion, such construction services are sufficiently complete in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; without any outstanding concurrent Work at the site, except as may be required to complete or correct Punch List items. If no such certificate is issued, Substantial Completion takes place when the construction services Work or a Construction Phase is complete and ready for final payment as evidenced by the written recommendation of final payment by the Owner’s Representative. The terms “substantially complete” and “substantially completed” as applied to all or part of the construction Work refers to Substantial Completion thereof.

“Supplier” - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct agreement with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

“Winter Shutdown” - The period of time typically including December through March during which no Work will be performed by any person or entity (including, but not limited to, the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner’s sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason*, on the Project.

“Work” - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

- 2.1.1 CMAR, to further the interests of the Owner, shall perform the services required by, and in accordance with this Agreement, to the satisfaction of the Owner, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Flagstaff, Arizona would exercise at such time, under similar conditions. CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.
- 2.1.2 Program Evaluation. As a participating member of the Project Team, CMAR shall provide to the Owner and Design Professional(s) a written evaluation of the Owner’s Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 Project Meetings. CMAR shall attend Project Team meetings which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.
- 2.1.4 CMAR shall provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. CMAR shall promptly notify the Owner in writing whenever CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost models, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 CMAR, when requested by the Owner, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. CMAR shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is

required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

- 2.2.1 CMAR may, and at the written request of the Owner, shall prepare a Construction Management Plan (“CMP”), which, at the written request of the Owner, shall include CMAR’s professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost models and basis of the GMP Proposal, and (j) a matrix summarizing each Project Team member’s responsibilities and roles.
- 2.2.2 CMAR may, and at the written request of the Owner, shall add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may, and at the written request of the Owner shall, take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the Owner, Design Professional(s) or CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the Owner.

2.3 PROJECT MASTER SCHEDULE

- 2.3.1 The fundamental purpose of the “Project Master Schedule” is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member’s compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Master Schedule requirements. CMAR shall develop and maintain the “Project Master Schedule” on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Master Schedule shall be consistent with the most recent revised/updated CMP. The Project Master Schedule shall use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the Owner. CMAR shall use scheduling software to develop the Project Master Schedule that is acceptable to the Owner. The Project Master Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Master Schedule shall indicate milestone dates for the phases once determined.
- 2.3.2. The Project Master Schedule shall include a CPM diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the CPM.
- 2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram schedule shall be presented in a time scaled graphical format for the Project as a whole.
- 2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.
- 2.3.2.3 The activities making up the CPM diagram schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Formulation of the Project Master Schedule must also be based on the Opening Physical Conditions of the Site and any potential Winter Shutdown in the event the Work on the Project is delayed for any reason.

- 2.3.2.4 The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.
- 2.3.2.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.
- 2.3.2.6 The CPM diagram schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.
- 2.3.2.7 The schedule shall include a CPM activity that reflects anticipated weather delay during the performance of this Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" Exhibit "D" attached, and the explanatory paragraphs attached thereto.
- 2.3.3 The Project Schedule shall consider the Owner's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 2.3.4 Float time shall be as prescribed below:
 - 2.3.4.1 The total Float within the overall schedule, is not for the exclusive use of either the Owner or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.
 - 2.3.4.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until or unless a delay occurs which extends the Work beyond the Substantial Completion date.
 - 2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that the Owner-caused delays on the Project may be offset by Owner-caused time savings (e.g., CPM Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all Owner-caused time savings are exceeded, and the Substantial Completion date is also exceeded.
- 2.3.5 The Project Schedule shall be updated and maintained by CMAR throughout the design phase such that it shall not require major changes at the start of the construction phase to incorporate CMAR's plan for the performance of the construction phase Work. CMAR shall provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. CMAR shall include with such Submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 2.3.6 If phased construction is deemed appropriate and the Owner and Design Professional(s) approve, CMAR shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CMAR shall take into consideration such factors as natural and practical lines of Work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1 CMAR shall evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost models, GMP Proposals and/or the Project Master Schedule.
- 2.4.2 CMAR shall recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CMAR to construct the Project. Before initiating construction operations, CMAR may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents.
- 2.4.3 CMAR shall meet with the Project Team, as required, to review designs during their development. CMAR shall familiarize itself with the evolving documents through the various design phases. CMAR shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CMAR shall advise the Project Team on proposed Site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CMAR shall recommend cost effective alternatives.
- 2.4.4 CMAR shall conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team and at a minimum as scheduled and identified by milestones in the Project Master Schedule. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.
 - 2.4.4.1 Constructability Reviews. CMAR shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, © the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.
 - 2.4.4.2 Bidability Reviews. CMAR shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing Site conditions.
 - 2.4.4.3 Results of the reviews shall be provided to the Owner in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the Owner, CMAR shall meet with the Owner and Design Professional(s) to discuss any findings and review reports.
 - 2.4.4.4 CMAR's reviews shall be from a contractor's perspective, and though it shall serve to reduce the number of Requests for Information (RFI) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional(s) and not CMAR.
- 2.4.5 Notification of Variance or Deficiency. It is CMAR's responsibility to assist the Design Professional(s) in ascertaining that, in CMAR's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If CMAR recognizes that

portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it shall promptly notify the Design Professional(s) and Owner in writing, describing the apparent variance or deficiency. However, the Design Professional(s) is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 Alternate Systems Evaluations. The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, CMAR in cooperation with the Design Professional(s) shall perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team shall decide which alternatives shall be incorporated into the Project. The Design Professional(s) shall have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. CMAR shall include the cost of the alternatives into the cost models and any GMP Proposals.

2.5 COST MODEL

2.5.1 Unless otherwise agreed by both parties, within fourteen (14) days after receipt of the documents for the various phases of design, CMAR shall develop a detailed Cost Model for the entire Project for review by the Owner and the Design Professional(s). The Cost Model shall be prepared in a format agreed upon in advance by the Owner and the CMAR. It will be based on the Design Professional(s)' list of standard pay items.

2.5.2 During the review period, the Cost Model will be compared with the estimates prepared by the CMAR and the Owner. The Design Professional(s) and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the Owner shall make the final determination. Once approved by the Owner, the Cost Model will be continually updated and kept current as the design progresses throughout the Preconstruction Phase until a GMP is agreed upon by both the CMAR and the Owner.

2.5.3 The Cost Model shall not include the CMAR's preconstruction services fee, sums due to CMAR, the cost of land, right of way, or other costs which are the responsibility of the Owner. The CMAR shall communicate to the Project Team any assumptions made in preparing the Cost Model.

2.5.4 Each Cost Model submitted shall be accompanied by backup documentation which shall include, but not be limited to the following:

2.5.4.1 Unit prices and quantity take-offs using the Design Professional(s)' standard pay items;

2.5.4.2 Details of all allowances and unit price work shown and specified in the detailed design documents;

2.5.4.3 Include a list of all assumptions and description and breakdown of all allowances;

2.5.4.4 Material costs, equipment costs, labor costs, General Conditions costs, hourly labor rates, and total cost;

2.5.4.5 Copies of quotations from subcontractors and suppliers;

2.5.4.6 Portion of the work to be performed by subcontractors including subcontractors overhead and profit;

2.5.4.7 Production rates, transportation, and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work;

2.5.4.8 All fixed equipment, site improvements, utility and equipment installations;

- 2.5.4.9 Project overhead;
 - 2.5.4.10 Allocated general and administrative expenses;
 - 2.5.4.11 Bonds, taxes, insurance;
 - 2.5.4.12 The CMAR's profit; and
 - 2.5.4.13 Memoranda, narratives, reports, and all other information included by the CMAR to arrive at the price shown in the Cost Model or GMP.
- 2.5.5 If any Cost Model submitted to the Owner exceeds previously accepted Cost Models or the Owner's Project budget, CMAR shall make appropriate recommendations on methods and materials to the Owner and Design Professional(s) that CMAR believes shall bring the Project back into the Project budget.
- 2.5.6 In between these milestone estimates, CMAR shall periodically provide a tracking report, which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of CMAR to keep the Owner and Design Professional(s) informed as to the major trend changes in costs relative to the Owner's budget.
- 2.5.7 If requested by the Owner, CMAR shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the Owner in the financing process.

2.6 SECTION LEFT INTENTIONALLY BLANK

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- 2.7.1 The proposed GMP for the entire Work (or portions thereof) shall be presented in a format acceptable to the Owner and utilizing the formulas as shown in Exhibit "C" attached. The Owner may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by CMAR shall be based on and consistent with the current update/revised cost model at the time of the request and shall include any clarifications or assumptions upon which the GMP Proposal(s) are based. CMAR guarantees to complete the Project at or less than the final approved GMP Proposal amount, plus approved Change Orders, and agrees that it shall be responsible for any increase in the actual cost of the Work above that amount.
- 2.7.2 The Contract Price is the sum of the GMP and the Owner's Contingency. The Contract Price is comprised of the following actual costs and is a not-to-exceed, reimbursable amount.
- 2.7.2.1 The General Conditions will be included in the GMP as a not-to-exceed, reimbursable amount paid for on actual costs based on submitted and approved invoices.
- 2.7.2.2 The Construction Fee is a firm fixed lump sum and shall be paid monthly in accordance with the percentage of completion of the work.
- 2.7.2.3 Bonds are actual costs and are a not-to-exceed reimbursable amount.
- 2.7.2.4 Insurance is actual costs and is a not-to-exceed reimbursable amount.
- 2.7.2.5 Taxes are deemed to include all sales, use, consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.
- 2.7.2.6 CMAR's Contingency is an amount CMAR may use at its sole discretion for increases in the Cost of the Work, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner, and for increases in General Condition Costs with written approval of the Owner. CMAR's Contingency shall

be included in the GMP amount provided by the CMAR, but all appropriate markups shall not be applied to the CMAR's Contingency at the time of GMP submission. At the time that the CMAR's Contingency is used the appropriate markups shall be applied, which shall only include Construction Fees, Bonds, Insurance, and Sales Tax. CMAR shall submit a Field Order Proposal, with supporting itemized schedule and pricing documentation, for Owner review and confirmation of appropriate CMAR's Contingency use for the project and for verification that appropriate markups are applied. The Owner has the authority to reject any use of the CMAR's Contingency if the Owner believes in its reasonable judgement that a portion or all the proposed amount is not a legitimate expense for the Project.

- 2.7.2.7 Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by the CMAR, the sum of which shall be the Contract Price for construction. At the time that Owner's Contingency is used, the appropriate markups shall be applied and shall only include Construction Fees, Bonds Insurance, and Sales Tax.
- 2.7.3 GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.
- 2.7.4 CMAR, in preparing any GMP Proposal, shall obtain from the Design Professional(s), three (3) sets of signed, sealed, and dated plans and specifications (including all addenda). CMAR shall prepare its GMP in accordance with the Owner's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. CMAR shall mark the face of each document of each set upon which its proposed GMP is based. These documents shall be identified as the GMP Plans and Specifications. CMAR shall send one set of those documents to the Owner's Representative, keep one set and return the third set to the Design Professional(s).
- 2.7.5 An updated/revised Project Master Schedule shall be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Master Schedule updates/revisions shall continue to comply with the requirements of Section 2.3 above.
- 2.7.6 The Project Master Schedule required above shall include a preliminary Construction Schedule developed in a CPM with the first requested GMP. If subsequent GMP's are requested, CMAR shall include an updated CPM Construction Schedule with their GMP submittal.
- 2.7.7 GMP savings resulting from a lower actual Project cost than anticipated by CMAR remaining at the end of the project, shall revert to the Owner.
- 2.7.8 GMP Proposal(s) Review and Approval Process
 - 2.7.8.1 The Owner may request a GMP from CMAR at any time during the performance of the design phase services. It is the Owner's expectation that the GMP shall not exceed the Owner-stated Project budget.
 - 2.7.8.2 CMAR shall meet with the Owner and Design Professional(s) to review the GMP Proposal(s) and the written statement of its basis. In the event the Owner or Design Professional(s) discovers inconsistencies, inaccuracies or confusion in the information presented, CMAR shall make adjustments as necessary to the GMP Proposal, its basis or both.
 - 2.7.8.3 CMAR's detailed cost model and GMP shall be reviewed by the Design Professional(s) and the Owner for reasonableness and compatibility with the Owner's Project and the Owner's budget. CMAR shall provide a response to the Design Professional(s) and Owner's questions and an explanation of differences between the Owner's Project budget and CMAR's cost model and corresponding GMP. Owner may require that such responses and explanations be submitted in writing. CMAR, Owner and Design Professional(s) shall engage in a mutually agreeable process in an effort to achieve a clearly understood mutually acceptable GMP.
 - 2.7.8.4 If the GMP exceeds the Owner's Project budget, the Owner reserves the right to direct CMAR (and CMAR shall) work in conjunction with the Design Professional(s) to assist in the redesign of the Project

as necessary to meet the agreed upon program and the stated Project budget as follows:

- 2.7.8.4.1 After direction from the Owner, CMAR shall coordinate and cooperate with the Project Team to assist the Design Professional(s) in altering and re-drafting Construction Documents as necessary to accomplish the required reduction in cost.
- 2.7.8.4.2 CMAR shall develop and provide to the Owner a GMP in connection with the altered Construction Documents to accomplish the necessary reductions in cost.
- 2.7.8.4.3 CMAR shall analyze the Design Professional(s)' original submittal and as altered and redrafted Construction Documents and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the stated Project budget.
- 2.7.8.4.4 CMAR shall perform the work set forth in this Agreement without additional compensation.
- 2.7.8.4.5 The Owner, upon receipt of any GMP proposal from CMAR, may submit the GMP Plans and Specifications to a third-party for review and verification.
- 2.7.8.4 If the GMP Proposal is greater than the third-party estimate or if the Owner, for some other stated reason may desire, the Owner may require CMAR to reconfirm its GMP Proposal. CMAR shall accept the third-party's estimate for the cost of Work as part of its GMP Proposal or present a report within seven (7) days of a written request by the Owner for such a report identifying, explaining, and substantiating the differences and/or explaining other concerns the Owner may raise. CMAR may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the Owner.
- 2.7.8.5 If during the review and negotiation of GMP Proposals design changes are required, the Owner shall authorize and cause the Design Professional(s) to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents shall be furnished to CMAR. CMAR shall promptly notify the Design Professional(s) and Owner in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.
- 2.7.8.6 After final submission of the GMP Proposal, the Owner may do any of the following:
 - 2.7.8.7.1 Accept the CMAR original or revised GMP Proposal, if within the Owner's budget, without comment;
 - 2.7.8.7.2 Accept the CMAR original or revised GMP Proposal that exceeds the Owner's budget, and indicate in writing to CMAR that the Project Budget has been increased to fund the differences; or
 - 2.7.8.7.3 Reject the CMAR original or revised GMP Proposal in which event, the Owner may terminate this Agreement and/or elect to not enter into a separate Agreement with CMAR for the construction phase services associated with the scope of Work reflected in the GMP Proposal.
- 2.7.8.7 Upon acceptance by the Owner of a GMP Proposal, the Owner shall prepare, and CMAR shall execute, the Owner's specified form of Agreement to reflect the GMP, and the GMP as approved shall become part of the Construction Services Agreement. Within ten (10) days after execution of the Construction Services Agreement, CMAR shall provide to the Procurement Section a Performance Bond and a Labor and Material Payment Bond, each for 100% of the full Agreement price.

2.8 SUBCONTRACTORS AND MAJOR SUPPLIERS SELECTION

- 2.8.1 There are three (3) ways to select Subcontractors and Major Suppliers prior to submission of any GMP Proposal. They are:
 - 2.8.1.1 A combination of qualifications and price derived through competitive bidding.

- 2.8.1.2 Qualitative selection with the subsequent negotiation of a price that is reasonable, a prudent use of public funds and in the Owner's best interest.
- 2.8.1.3 Absent special circumstances documented in writing by CMAR as set forth below, the combination of qualifications and price derived through the competitive bidding process shall be used to select Subcontractors and Major Suppliers. The Owner has the sole discretion as to whether to allow the purely qualitative selection of Subcontractors and Major Suppliers. In any event, CMAR shall ensure compliance with A.R.S. § 34-603 et seq.
- 2.8.2 The Owner may approve the selection of Subcontractors and Major Suppliers based only on their qualifications when CMAR can demonstrate, in writing, that it is in the best interest of the Project and that the selection process shall constitute a prudent use of public funds.
 - 2.8.2.1 A purely qualification-based selection of Subcontractors and Major Suppliers shall only occur prior to the submittal of any applicable GMP Proposal.
 - 2.8.2.2 CMAR shall prepare a Subcontractor and Supplier selection plan and submit the plan to the Owner for approval. CMAR shall apply the plan in the evaluation of the qualifications of Subcontractors and Major Suppliers and provide the Owner with its review and recommendation.
 - 2.8.2.3 CMAR shall obtain Owner approval of the selected Subcontractors and Major Suppliers. If CMAR is to self-perform under this alternative, CMAR shall submit a detailed explanation and demonstration of the cost of the Work it shall self-perform. CMAR shall further provide documentation to demonstrate that for any Work that is self-performed, the cost of any such Work is a reasonable and prudent use of public funds. The Owner shall approve CMAR self-performance of any part of the Work and the cost therefore prior to accepting any GMP Proposal.
 - 2.8.2.4 CMAR shall negotiate costs for services/supplies from each of the Subcontractors and Major Suppliers selected under this method.
 - 2.8.2.5 Within three (3) days of negotiating cost for services/supplies from all Subcontractors and Major Suppliers selected under this method, CMAR shall then prepare a report for the Owner's approval identifying the recommended Subcontractors and Major Suppliers for each category of the Work to be performed. The report shall be in a format approved by the Owner's Representative and shall include, among other things, the amount of each such cost. CMAR shall, at its discretion or at the request of the Owner's Representative, request written verification of any costs selected. CMAR shall provide an explanation of the qualifying factors for each selection.
- 2.8.3 In all other cases, CMAR shall select Subcontractors and Major Suppliers pursuant to the following process, which includes a combination of qualifications and price, derived through competitive bidding or as may otherwise be agreed in writing by the parties. CMAR shall ensure that any such process is fully compliant with Arizona law.
 - 2.8.3.1 CMAR shall develop the interest of Subcontractors and Major Suppliers, submit the names of a minimum of three (3) qualified Subcontractors and Major Suppliers selected pursuant to a qualifications-based procedure, for each trade in the Project for approval by the Owner and solicit bids for the various construction categories. If there are not three (3) qualified Subcontractors or Major Suppliers available for a specific trade or there are extenuating circumstances warranting such, CMAR may request approval by the Owner to submit less than three (3) names. Without prior written approval by the Owner, no change in the Owner-approved Subcontractors shall be allowed.
 - 2.8.3.2 If CMAR desires to self-perform certain portions of the Work, it shall comply with, and be subject to, the requirements set forth in this Agreement.
 - 2.8.3.3 If the Owner objects to any nominated Subcontractors and Major Suppliers to any nominated self-performed Work for good reason, CMAR shall nominate substitute Subcontractors or Major Suppliers.

- 2.8.3.4 CMAR shall distribute drawings and specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors and Major Suppliers.
- 2.8.3.5 CMAR shall receive, open, record and evaluate the bids. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals, CMAR, in addition to bid price, shall consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractors' and Major Suppliers' bids shall be done with the Owner representative in attendance to observe and witness the process. CMAR shall resolve any Subcontractors' or Major Suppliers' bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the Work.
- 2.8.4 Upon completion of the Subcontractors or Major Suppliers' selection process, CMAR shall submit a summary report to the Owner of the entire Subcontractor selection process, including, the selected Subcontractors for each category of Work. The report shall indicate, by bid process, all Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received and costs negotiated, compliance with Arizona law.
- 2.8.5 The selected Subcontractors and Major Suppliers shall provide a schedule of values, which shall be used to create the overall Project schedule of values.
- 2.8.6 CMAR shall contract with only Subcontractors and Major Suppliers who are duly licensed in Arizona and qualified to perform the Work per the requirements of the Contract Documents.
- 2.8.7 Regardless of the selection procedure, CMAR is responsible for ensuring that the costs of the Subcontractor's and Major Supplier's services are reasonable and a prudent use of public funds.
- 2.8.8 Regardless of the selection procedure, and in any case, CMAR is solely responsible for the cost and performance of the selected Subcontractors and Major Suppliers. The Owner's approvals under this Agreement are not, and shall not, be construed to be a waiver, in part or in whole, of CMAR's responsibility and obligation to perform as set forth in this Agreement or any subsequent construction agreement or GMP and for the cost, or less than the cost, set forth in any GMP to which the parties agree.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 The design phase services described in this Agreement shall be performed by CMAR in accordance with the most current updated/revised Project Master Schedule. Failure on the part of CMAR to adhere to the Project Master Schedule requirements for activities for which it is responsible shall be sufficient grounds for termination of this Agreement by the Owner.
- 3.1.1 If CMAR fails to adhere to the approved Project Master Schedule, the Owner may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within three (3) days of CMAR's receipt of such notice.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the Owner, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 4:00 p.m. (Flagstaff time) on the day of performance.

ARTICLE 4 - CONTRACT PRICE AND PAYMENTS

4.1 CONTRACT PRICE

4.1.1 The Owner shall pay CMAR a Contract Price for the design phase services Work as proposed by CMAR and accepted by the Owner:

Basic Design Phase Services	\$ 132,443.13
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Additional services and allowances, as described in Section 4.3:

Reimbursable Expenses	\$ 7,500.00
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Total Design Phase Services Agreement Contract Price Not to Exceed	\$ 139,943.13
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4.2 PAYMENTS

4.2.1 Requests for monthly payments by CMAR for design phase services shall be submitted on the Owner’s “Contract Payment Request” form and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants’ requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of Work completed during the preceding month. Services negotiated as a not-to-exceed fee shall be paid in accordance with the Work effort expended on that service during the preceding month.

4.2.2 Fees for CMAR and any Subconsultants shall be based upon the Hourly Rate Schedule included as Exhibit “B” attached hereto.

4.2.3 CMAR shall pay all sums due Subconsultants for services and reimbursable expenses within fourteen (14) calendar days after CMAR has received payment for those services from the Owner.

4.2.4 CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of the Owner during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting CMAR to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the Owner of any of its legal rights herein.

4.2.5 No compensation to CMAR shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

4.2.6 If any service(s) executed by CMAR is delayed or suspended in whole or in part, for a period of more than one hundred eighty (180) days through no fault of CMAR, CMAR shall be paid for the services performed prior to the delay or suspension.

4.2.7 In no event shall the Owner pay more than ninety percent (90%) of the Contract Price until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by City Council.

4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 CMAR may be required to provide services in excess of those identified in this Agreement. Mark-ups are not authorized and only the reimbursables specifically identified below shall be reimbursed as authorized herein. Any additional services shall be requested by the Owner, in writing, prior to the delivery of said

services. There shall be no payment by the Owner for any additional services provided prior to or without the written request of the Owner for said services.

4.3.2 When authorized by the Owner, CMAR shall be entitled to reimbursement at cost of design phase services related expenses incurred for the following items:

4.3.2.1 Reasonable charges for air transportation (not to exceed standard coach rates), ground travel (for automobile rental, taxi, parking, etc. not to exceed \$50 per day), and authorized expenses while traveling (not to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expenses of \$45) shall be reimbursed. CMAR shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed \$0.00 without further approval of the Owner.

4.3.2.2 Non-overhead printing expenses incurred including the printing of Construction Documents for bidding, courier services or other Project-related services that may be requested by the Owner. The cost of such service shall not exceed **\$ 7,500.00** (reimbursable allowance) without further approval by the Owner.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.1 The Owner, at no cost to CMAR, shall furnish the following information:

5.1.1 One (1) copy of data the Owner determines pertinent to the work. However, CMAR shall be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the person designated to be the Owner's representative during the term of this Agreement. The Owner's Representative has the authority to administer this Agreement and shall monitor CMAR's compliance with all terms and conditions stated herein. All requests for information from or decisions by the Owner on any aspect of the work or Deliverables shall be directed to the Owner's Representative.

5.2 The Owner additionally shall:

5.2.1 Contract separately, with one or more Design Professional(s), to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional(s) shall be provided to CMAR for its information. CMAR shall have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the Owner and Design Professional(s).

5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by CMAR except for those copies whose cost has been reimbursed by the Owner.

5.2.3 Provide CMAR with adequate information in its possession or control regarding the Owner's requirements for the Project.

5.2.4 Give prompt written notice to CMAR when the Owner becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the Owner may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within three (3) days of CMAR's receipt of such notice.

5.2.5 Notify CMAR of changes affecting the budget allocations or schedule.

5.3 The Owner's Representative shall have authority to approve the Project Budget and Project Master Schedule and render decisions and furnish information the Owner's Representative deems appropriate to CMAR.

ARTICLE 6 - AGREEMENT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 6.1.1 Owner Ownership of Project Documents. All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared specifically in the performance of this Agreement (collectively referred to as Project Documents) are to be and remain the property of the Owner and are to be delivered to the Owner's Representative before the final payment is made to CMAR. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of CMAR, which consent CMAR shall not unreasonably withhold, the Owner agrees to hold CMAR harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the Owner's alteration, modification or adaptation of the Project Documents.
- 6.1.2 CMAR to Retain Copyrights. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by CMAR, its Subcontractors or personnel, during the course of performing this Agreement or arising out of the Project shall belong to CMAR.
- 6.1.3 License to Owner for Reasonable Use. CMAR hereby grants, and shall require its Subcontractors to grant, a license to the Owner, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Agreement. This license shall also include the making of derivative works as guided by this Agreement.
- 6.1.4 Documents to Bear Seal. When applicable and required by state law, CMAR and its Subcontractors shall endorse by an Arizona professional seal all plans, works, and Deliverables prepared by them for this Agreement.
- 6.1.5 Records Inspection. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement.
- 6.1.6 Record Retention. CMAR shall comply with the Owner's record retention policy regarding all records associated with the Project. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

- 6.2.1 CMAR shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Agreement and shall at its sole expense correct its work or Deliverables. Any damage incurred by the Owner as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to CMAR to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CMAR in Flagstaff, Arizona would exercise under similar conditions. The fact that the Owner has accepted or approved CMAR's Work or Deliverables shall in no way relieve CMAR of any of its responsibilities under this Agreement, nor does this requirement to correct the Work or Deliverables constitute a waiver of any claims or damages otherwise available by law or this Agreement to the Owner. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional(s).

6.3 ALTERATION IN CHARACTER OF WORK

- 6.3.1 In the event an unanticipated or unforeseen alteration or modification in the character of Work or Deliverables results in a substantial change in this Agreement, thereby materially increasing or

decreasing the scope of services, cost of performance, or Project Master Schedule, the Work or Deliverables shall nonetheless be performed as directed by the Owner. However, before any altered or modified Work begins, a Change Order or Amendment shall be approved and executed by the Owner and CMAR. Such Change Order or Amendment shall not be effective until approved by the Owner.

6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to CMAR may accordingly be adjusted by mutual agreement of the contracting parties.

6.3.3 No claim for extra work done, or materials furnished, by CMAR shall be allowed by Owner except as provided herein, nor shall CMAR do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing. Work or material(s) furnished by CMAR without such prior written authorization shall be at CMAR's sole jeopardy, cost, and expense, and CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in this Agreement, data ("Data") means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by CMAR in the performance of this Agreement.

6.4.2 The parties agree that all Data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to CMAR in connection with CMAR's performance of this Agreement is confidential and proprietary information belonging to the Owner.

6.4.3 CMAR shall not divulge Data to any third party without prior written consent of the Owner. CMAR shall not use the Data for any purposes except to perform the services required under this Agreement. These prohibitions shall not apply to the following Data:

6.4.3.1 Data, which was known to CMAR prior to its performance under this Agreement unless such data was acquired in connection with work performed for the Owner;

6.4.3.2 Data which was acquired by CMAR in its performance under this Agreement and which was disclosed to CMAR by a third party, who to the best of CMAR's knowledge and belief, had the legal right to make such disclosure and CMAR is not otherwise required to hold such data in confidence; or

6.4.3.3 Data which is required to be disclosed by CMAR by virtue of law, regulation, or court.

6.4.4 In the event CMAR is required or requested to disclose Data to a third party, or any other information to which CMAR became privy because of any other Agreement with the Owner, CMAR shall first notify the Owner as set forth in this Article of the request or demand for the Data. CMAR shall timely give the Owner sufficient facts, such that the Owner can have a meaningful opportunity to either first give its consent or take such action that the Owner may deem appropriate to protect such Data or other information from disclosure.

6.4.5 CMAR, unless prohibited by law, within ten (10) calendar days after completion of services for a third party on real or personal property owned or leased by the Owner, shall promptly deliver, as set forth in this section, a copy of all Data to the Owner. All Data shall continue to be subject to the confidentiality agreements of this Agreement.

6.4.6 CMAR assumes all liability for maintaining the confidentiality of the Data in its possession and agrees to compensate the Owner if any of the provisions of this section are violated by CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section shall be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

- 6.5.1 Prior to the start of any work or Deliverables under this Agreement, CMAR shall submit to the Owner, an organization chart for CMAR staff and Subcontractors and detailed resumes of key personnel listed in its response to the Owner's Request for Qualifications or subsequent fee proposals (or revisions thereto), that shall be involved in performing the services prescribed in this Agreement. Unless otherwise informed, the Owner hereby acknowledges its acceptance of such personnel to perform such services under this Agreement. In the event CMAR desires to change such key personnel from performing such services under this Agreement, CMAR shall submit the qualifications of the proposed substituted personnel to the Owner for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.
- 6.5.2 CMAR shall maintain an adequate number of competent and qualified persons, as determined by the Owner, to ensure acceptable and timely completion of the scope of services described in this Agreement throughout the period of those services. If the Owner objects, with reasonable cause, to any of CMAR's staff, CMAR shall take prompt corrective action acceptable to the Owner and, if required, remove such personnel from the Project and replace with new personnel acceptable to the Owner.

6.6 INDEPENDENT CONTRACTOR

- 6.6.1 CMAR is and shall be an independent contractor and whatever measure of control the Owner exercises over the work or Deliverables pursuant to this Agreement shall be as to the results of the Work only. No provision in this Agreement shall give, or be construed to give, the Owner the right to direct CMAR as to the details of accomplishing the work or Deliverables. These results shall comply with all applicable laws and ordinances.

6.7 SUBCONTRACTORS

- 6.7.1 Prior to beginning the work or Deliverables, CMAR shall furnish, for the Owner's approval, the names of all Subcontractors to be used on this Project. All subsequent changes shall be subject to the approval of the Owner.

6.8 TERMINATION

- 6.8.1 The Owner and CMAR hereby agree to the full performance of the covenants contained herein, except that the Owner reserves the right, at its discretion and without cause, to terminate any or all services provided for in this Agreement or terminate any portion of the Project for which services have been performed by CMAR.
- 6.8.2 In the event the Owner terminates any or all of the services or any part of the services as herein provided, the Owner shall so notify CMAR in writing, and CMAR shall immediately after receiving such notice, discontinue advancing the Work specified under this Agreement and mitigate the expenditure, if any, of costs resulting from such termination.
- 6.8.3 CMAR, upon such termination, shall promptly deliver to the Owner all reports, estimates and other Work or Deliverables entirely or partially completed, together with all unused materials supplied by the Owner.
- 6.8.4 CMAR shall appraise the Work completed and submit an appraisal to the Owner for evaluation. The Owner shall have the right to inspect CMAR's Work or Deliverables to appraise the Work completed.

6.8.5 CMAR shall receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable direct costs and direct expenses attributable to such termination. The fee shall be paid in accordance with this Agreement and shall be an amount mutually agreed upon by CMAR and the Owner. The Owner shall make the final payment within sixty (60) days after CMAR has delivered the last of the partially or otherwise completed Work items and the final fee has been agreed upon.

6.9 DISPUTE AVOIDANCE AND RESOLUTION

6.9.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

6.9.2 CMAR and the Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and the Owner's Representative.

6.9.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and the Owner's Representative, CMAR's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

6.9.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

6.10 WITHHOLDING PAYMENT

6.10.1 The Owner reserves the right to withhold funds from the Owner's progress payments up to the amount equal to the claims the Owner may have against CMAR, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to the Project and records of accounts between the Owner and CMAR shall be kept on a generally recognized accounting basis and shall be available for up to three (3) years following final completion of the Project. The Owner, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Agreement and any Change Orders. The Owner reserves the right to decrease the Contract Price and/or payments made under this Agreement if, upon audit of CMAR's records, the audit discloses that CMAR has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 CMAR shall include a provision identifying that generally recognized accounting practices shall be included in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Agreement to ensure the Owner, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The Owner reserves the right to decrease the Contract Price and/or payments made under this Agreement if the above provision is not included in Subconsultant, Subcontractor, and Supplier Agreements, and one or more of those parties do not allow the Owner to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

6.12.1 To the fullest extent permitted by law, CMAR agrees to defend, indemnify and hold harmless the Owner, its officers, agents and employees, and any jurisdiction or agency issuing permits for any Work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of the CMAR related to the Work or Deliverables done in fulfilling the terms of this Agreement, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of CMAR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that CMAR shall be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

6.13 NOTICES

6.13.1 Notices or demands required to be given under this Agreement, may be given 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. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below **and** to legal counsel for the party to whom the notice is being given.

to CMAR:

C and E Paving & Grading, L.L.C.
P.O. Box 551
Flagstaff, Arizona 86002
Harvey K. Heckethorn (Corkey), President
candepaving@aol.com

to Owner:

City of Flagstaff Public Works
3200 W. Rt. 66
Flagstaff, AZ, 86001
Attn: Jarrett Nelson
Phone: (928) 213-2112
Jarrett.Nelson@flagstaffaz.gov

With a copy to:

City of Flagstaff Purchasing
211 West Aspen Avenue
Flagstaff, Arizona 86001
Attn: Emily Markel
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

With a copy to Design Professionals:

Julie Leid
Peak Engineering, Inc.
110 North Agassiz
Flagstaff, Arizona 86001
julie@peakegr.com

Or to other such place and with such other copies as either party may designate as to itself by written notice to the other party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

6.14 COMPLIANCE WITH ALL LAWS

6.14.1 CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Contract Documents and to permit the Owner to verify such compliance.

6.15 CONFLICT OF INTEREST

6.15.1 To evaluate and avoid potential conflicts of interest, CMAR shall provide written notice to the Owner of any work or services performed by CMAR for third-parties that may involve or be associated with any real property or personal property owned or leased by the Owner. Such notice shall be given at least seven (7) business days prior to commencement of the Project by CMAR for a third party, or at least seven (7) business days prior to an adverse action as defined below. Written notice and disclosure shall be sent to:

Patrick Brown
Purchasing Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

6.15.2 Actions considered to be adverse to the Owner under this Agreement include but are not limited to:

6.15.2.1 Using Data, as defined in this Agreement, acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the Owner;

6.15.2.2 Filing a notice of claim or lawsuit against the City of Flagstaff, testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City of Flagstaff; or

6.15.2.3 Using Data to produce income for CMAR or its employees independently of performing the services under this Agreement, without the prior written consent of the Owner.

6.15.3 CMAR represents that except for those persons, entities and projects previously identified in writing to the Owner, the services to be performed by CMAR under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the interests of the Owner.

6.15.4 CMAR's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of this Agreement.

6.16 CONTRACTOR'S LICENSE

6.16.1 Prior to award of this Agreement, CMAR shall provide to the Procurement Section, its Contractor's License Classification and number and its Federal Tax I.D. number.

6.17 SUCCESSORS AND ASSIGNS

6.17.1 The Owner and CMAR and their partners, successors, assigns, and legal representatives shall each be bound to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the Owner nor CMAR shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. In no event shall any contractual relationship be created or be construed to be created as between any third party and the Owner. Notwithstanding the Owner's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

6.18 FORCE MAJEURE

6.18.1 The parties acknowledge that there may be events that occur during the term of this Agreement that are beyond the control of both the Owner and the CMAR, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Agreement. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Agreement.

6.18.2 The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the Owner will pay no additional costs incurred because of such events.

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

6.19 COVENANT AGAINST CONTINGENT FEES

6.19.1 CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the Owner has any interest, financially, or otherwise, in CMAR. The Owner shall in the event of the breach or violation of this warranty, have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.20 NON-WAIVER PROVISION

6.20.1 The failure of either party to enforce any of the provisions of this Agreement or to require performance by the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.21 JURISDICTION

6.21.1 This Agreement shall be deemed to be made under, and shall be construed in accordance with, and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.22 SURVIVAL

6.22.1 All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

6.23 MODIFICATION

6.23.1 No supplement, modification, or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Agreement, except as expressly provided herein to the contrary.

6.24 SEVERABILITY

6.24.1 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6.25 INTEGRATION

6.25.1 This Agreement contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.26 TIME IS OF THE ESSENCE

6.26.1 Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

6.27 THIRD PARTY BENEFICIARY

6.27.1 This Agreement shall not be construed to give any rights or benefits in the Agreement to anyone other than the Owner and CMAR. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the Owner and CMAR and not for the benefit of any other party.

6.28 COOPERATION AND FURTHER DOCUMENTATION

6.28.1 CMAR agrees to provide the Owner such other duly executed documents as may be reasonably requested by the Owner to implement the intent of this Agreement.

6.29 CONFLICT IN LANGUAGE

6.29.1 All Work or Deliverables performed shall conform to all applicable Owner codes, ordinances and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and any Exhibits, the provisions in this Agreement shall prevail.

6.30 CANCELLATION FOR CONFLICT OF INTEREST

6.30.1 All parties hereto acknowledge that this Agreement is subject to cancellation for conflict of interest by the Owner pursuant to the provisions of A.R.S. Section 38-511.

6.31 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.31.1 Any plans or specifications received by CMAR regarding the Project are for official use only. CMAR may not share them with others except as required to fulfill Agreement obligations with the Owner.

6.32 NO BOYCOTT OF ISRAEL

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

6.33 FORCED LABOR OF ETHNIC UYGHURS

6.33.1 If CMAR engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, CMAR 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 CMAR becomes aware during the term of the Contract that the company is not in compliance with the written certification, CMAR shall notify the Owner within five business days after becoming aware of the noncompliance. If CMAR does not provide the Owner with a written certification that CMAR 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 terminations on the Contract termination date.

ARTICLE 7 - INSURANCE

CMAR shall procure and maintain for the duration of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work or Deliverables hereunder by CMAR, its agents, representatives, employees, Subconsultants, Subcontractors, and/or Suppliers. Insurance requirements related to any construction Work done during the design phase or during the construction phase shall be defined in a separate Agreement associated with the construction phase. CMAR shall cause all Subcontracts to contain identical terms and conditions to those included in this Article.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants that might arise out of the performance of the Work or Deliverables under this Agreement by CMAR, its agents, representatives, employees, Subconsultants, Subcontractors, or Suppliers and CMAR is free to purchase such additional insurance as it may determine necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CMAR shall provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form

General Aggregate/per project	\$2,000,000/\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

7.1.1.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "**The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR.**"

7.1.1.3 Workers Compensation and Employers Liability

CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this agreement.

7.1.2 Self-Insured Retentions

Any self-insured retentions and deductibles greater than \$10,000 shall be declared to and approved by the Owner.

7.2 **OTHER INSURANCE REQUIREMENTS**

7.2.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

7.2.1.1 The City, its officers, officials, agents, and employees, are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of CMAR, including the Owner's general supervision of CMAR; products and completed operations of CMAR; and automobiles owned, leased, hired, or borrowed by CMAR.

7.2.1.2 The Commercial General Liability Insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of the explosion, collapse, or underground hazard ("EXU").

7.2.1.3 The City, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by CMAR, even if those limits of liability are in excess of those required by this Agreement. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B CG 20 10 11 85.

7.2.2 CMAR's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of CMAR's insurance and shall not contribute to it.

7.2.3 CMAR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage provided by CMAR and its Subcontractors shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

7.2.4 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed for the Owner.

7.2.5 Workers' Compensation and Employers Liability policies are to contain, or be endorsed to contain, the following: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed for the Owner.

7.3 **SUBCONTRACTOR INSURANCE**

7.3.1 CMAR's certificate(s) shall include all Subcontractors as insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

7.4 NOTICE OF CANCELLATION

- 7.4.1 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Patrick Brown
Purchasing Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
pbrown@flagstaffaz.gov

7.5 ACCEPTABILITY OF INSURERS

- 7.5.1 Insurance is to be placed with insurers duly licensed companies in the State of Arizona, and with an A.M. Best's rating of no less than A-,7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The Owner in no way warrants that the above required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

- 7.6.1 CMAR shall furnish the Owner, Certificates of Insurance (ACORD form or equivalent approved by the Owner) with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsement(s) that restricts or limits coverages shall be clearly noted on the Certificate of Insurance.
- 7.6.2 All certificates and endorsements are to be received and approved by the Owner before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to the earlier of commencement of work under this Agreement or signing of this Agreement, and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of this Agreement.
- 7.6.3 All Certificates of Insurance required by this Agreement shall be sent directly to the Contracts Division. The Project Number and Project description shall be included on the Certificates of Insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

7.7 APPROVAL

- 7.7.1 Any modification or variation from the insurance requirements in this Agreement shall be approved by the City Attorney's Office, whose decision shall be final. Such action shall not require a formal Agreement amendment but may be made by administrative action.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____.

CONSTRUCTION MANAGER AT RISK

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Late updated February 28,2024

EXHIBIT A – PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service services specified in this Agreement are to be performed:

The general project scope includes the following work:

The Street Maintenance Program provides surface treatments as required to preserve and maintain pavement condition on the 664 lane miles of City streets. The Project will include milling, street overlay, chip seal, micro seal, and crack sealing work to preserve and maintain existing asphalt street pavement. The contract work also includes removal and replacement of curb returns and sidewalks at many locations on the streets overlaid to bring these streets into compliance with the Americans with Disabilities Act (ADA). Traffic signal detection modifications may be required where the work disturbs existing detection equipment. Utility adjustments and pavement marking are also included in the work.

The overlay streets are selected after evaluation of the street condition using pavement management software owned by the Owner. One half of the City street pavements are evaluated and ranked each year. Each street pavement is assigned an overall condition index (OCI) based on the type and severity of the distress observed. A pavement that has no distress is given an OCI of 100. Each pavement distress such as cracking or roughness reduces the street's OCI. The street pavements are ranked by OCI and the pavements exhibiting the most severe distress are programmed for resurfacing with asphaltic concrete overlays as budget allows.

The goal of the Street Maintenance Program is to use the available funds in the most efficient manner to lengthen the service life of the City street pavements and avoid costly pavement reconstruction.

It is anticipated that Contractors will have civil construction challenges typical to Flagstaff. The successful Contractor selected for this Project is expected to have significant demonstrated experience in both the type of work required and constructing street pavements in colder, high-altitude climates with a limited construction season.

EXHIBIT B – HOURLY RATE SCHEDULE

(See Attached Fee Sheet)

EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMPs

Submit an electronic/(PDF) GMP Proposal or Proposals to the Owner's Project Representative.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values
4. List of Plans and Specifications
5. List of Clarifications and Assumptions
6. Project Master Schedule

1. Scope of work

Include the Contract 2024-65, Project Name, and submittal date. Provide a brief description of the work to be performed by CMAR and major points that CMAR and the Owner shall be aware of pertaining to the scope.

2. Summary of the GMP

Include a total cost for each of the cost components of the GMP requested under this Agreement. The CMAR shall present this information in the format shown on the attached table. All costs should be listed individually for future use. The General Conditions Costs shall include a detailed breakdown of itemized costs separate but similar to the Schedule of Values.

3. Schedule of Values

Provide a summary spreadsheet with the estimated cost organized by subagreement categories, contingencies, general conditions, taxes, bonds, insurances, and construction fee. Additionally, provide supporting documents for the spreadsheet in an organized manner that correlates with the schedule of values. The backup information shall consist of the most current version of the Cost Model utilized to develop the GMP.

4. List of Plans and Specifications

Provide a list of plans and specifications with latest issuance date including all addenda used in preparation of the GMP proposal. This document must be date stamped and signed by CMAR.

5. List of Clarifications and Assumptions

Provide a list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal. This information is intended to supplement the information contained within other documents submitted to the Owner.

6. Project Master Schedule

Provide a Critical Path Method (CPM) diagram and other information to identify the Project Master Schedule.

(Do not acquire bond or insurance until notified by the Owner's Project Representative.)

NOTE: Keep the submittal package as simple as possible all on 8 ½ x 11 sheets. Color or shading shall be kept to a minimum. If used, make sure the color or shading shall not affect the reproduction of the submittal. For questions regarding the submittal requirements, please contact Patrick Brown, Purchasing Director (pbrown@flagstaffaz.gov).

CITY OF FLAGSTAFF SAMPLE GMP SUMMARY TABLE

Contractor can choose to fill in table using percentages or flat rates.

A	B	D	E
ITEM DESCRIPTION			TOTAL
1	DIRECT COSTS		
2	COST OF THE WORK		\$ 8,000,000.00
3	INDIRECT COSTS		
4	GENERAL CONDITIONS COSTS (GCs) (Percentage of Cost of the Work)	10.00%	\$ 800,000.00
5	SUBTOTAL #1 - Cost of the work + GCs		\$ 8,800,000.00
6	CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)	5.68%	\$ 500,000.00
7	SUBTOTAL #2 - Cost of the work + GCs + Fee		\$ 9,300,000.00
8	PAYMENT & PERFORMANCE BONDS (Bonds) (Percentage of Subtotal #2)	1.08%	\$ 100,000.00
9	SUBTOTAL #3 - Cost of the work + GCs + Fee + Bonds		\$ 9,400,000.00
10	INSURANCE (Percentage of Subtotal #3)	0.85%	\$ 80,000.00
11	SUBTOTAL #4 - Cost of the work + GCs + Fee + Bonds + Insurance		\$ 9,480,000.00
12	SALES TAX (Percentage of Subtotal #4, Percentage = 65% x City of Flagstaff current tax rate)	5.82%	\$ 551,560.62
13			
14	CMAR CONTINGENCY (Percentage of Cost of the Work)	1.25%	\$ 100,000.00
15	GMP		\$ 10,131,560.62
16			
17	OWNER'S CONTINGENCY (Percentage of Cost of the Work)	2.50%	\$ 200,000.00
18	CONTRACT PRICE		\$ 10,331,560.62
19			

Total Cost of the Schedule of Values

Percentage based on Cost of the Work (E5/E3)

Sum of E3 and E5

Percentage based on Subtotal #1 (E7/E6)

Sum of E6 and E7

Percentage based on Subtotal #2 (E9/E8)

Sum of E8 and E9

Percentage based on Subtotal #3 (E11/E10)

Sum of E10 and E11

Subtotal #4 multiplied by current tax rate x 0.65 (E12xD13)

Percentage based on Cost of the Work (E15/E3)

Sum of E12 through E15

Percentage based on Cost of the Work (E18/E3)

Sum of E17 and E18

Last Revised 5/9/2018

EXHIBIT D – MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

CMAR 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 in Table 108.7.

TABLE 108.7 – MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

MONTH	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS	7 days	7 days	8 days	6 days	4 days	3 days
AVERAGE MONTHLY PRECIPITATION	1.98"	1.96"	2.05"	1.84"	0.68"	0.51"
MONTHLY DAILY HIGH TEMPERATURE ≤32° F	5 days	3 days	2 days	0 days	0 days	0 days
MONTH	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS	12 day	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"
MONTHLY DAILY HIGH TEMPERATURE ≤ 32° F	0 days	0 days	0 days	0 days	1 day	5 days

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 inch and daily high temperatures below 32° Fahrenheit.

DERIVATION OF COST PROPOSAL

Design Phase Services

(Round Figures to the nearest \$1)

ESTIMATED DIRECT LABOR

<u>Classification</u>	<u>Estimated Hours</u>	<u>Average Hourly Rate</u>	<u>Labor Costs</u>	
Project Principal	0	\$0.00	\$0	
Project Manager	328	\$63.46	\$20,815	
Sr Eng. / Chf. Estim.	269	\$60.34	\$16,231	
Engineer / Estimator	0	\$0.00	\$0	
Contracts Coordinator	28	\$24.97	\$699	
Secretary / Admin.	82	\$18.73	\$1,536	
Total Hours:	707		39,281	
Total Estimated Labor:			\$39,281	
Provisional OVERHEAD @			15%	\$5,892
Sub-Total:				\$45,173

OTHER DIRECT COSTS

Travel	\$0	
Reproduction	\$2,500	
Other	\$0	
Total Estimated Other Direct Costs:		\$2,500

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

<u>Firm</u>	<u>Hours</u>	<u>Cost</u>	<u>Method of Compensation (CPNF, LS)</u>
	0	\$0	LS
	0	\$0	LS
	0	\$0	LS
	0	\$0	LS
	0	\$0	LS
	0	\$0	LS
	0	\$0	LS
Total Estimated Outside Services:			\$0

Total Estimated Cost to Consultant:	\$45,173
Fee (Direct Labor + Overhead	\$4,517
x Multiplier) @ 10.0%	
TOTAL FEE:	\$49,690
Other Direct Costs (Article 4.3)	\$2,500

TOTAL ESTIMATED COST \$52,190


 Corkey Heckethorn
 Project Manager

Date

Detailed Work Hour Estimate

2.1 GENERAL	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.1.2. Written Evaluation of City's Project Program & Budget	0						
2.1.3 Weekly Meetings	60		35	25			
Preliminary Site Visits	60		30	30			
2.1.5 Special Workshops or Public Meetings ALLOWANCE	0						
Subtotal	120	0	65	55	0	0	0

2.2 CONSTRUCTION MANAGEMENT PLAN	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.2.1 Prepare CMP (written document)	0						
2.2.1 CMP Review Meeting	0						
2.2.1 Incorporate CMP Review Comments	0						
2.2.1 Existing Utility Conflict/Constructability Review	40		20	20			
2.2.2 Formal Update of CMP	0						
Subtotal	40	0	20	20	0	0	0

2.3 PROJECT SCHEDULE	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.3.1 Develop Project Master Schedule	55		20	20			15
2.3.5. Update Master Schedule Monthly (6 updates)	28		8	8			12
2.3.5 Monthly Schedule Narrative	0						
2.3.6. Project Phasing Input	20		10	10			
Subtotal	103	0	38	38	0	0	27

2.4 DESIGN DOCUMENT REVIEW	TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY							
2.4.1. Periodic Evaluation of Construction Market	30		10	20			
2.4.2. Subsurface Investigation Recommendations	0						
2.4.3. Informal Design Document Reviews	37		20	17			
2.4.4. Formal Plan Review/Scope Evaluation/Constructability/Bidability Reviews	26		10	8		8	
2.4.5. Notifications of Variance or Deficiency	7		5	2			
2.4.6. Alternate Systems Evaluations	24		12	12			
Subtotal	124	0	57	59	0	8	0

Detailed Work Hour Estimate

2.5 COST ESTIMATES		TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY								
2.5.1. Formal Cost Model and write-up for 30% design submittal		50		20	19			11
2.5.2. Recommendations for cost-budget alignment		0						
2.5.3. Periodic cost evaluations and trends with budget provide written reports, trend logs (assume 3)		0						
2.5.4. Cash Flow Projection		10		10				
Subtotal		60	0	30	19	0	0	11

2.6 DBE REQUIREMENTS		TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY								
2.6.1. Goal Setting Meeting		0						
2.6.2. DBE Documentation (not for FAA; only GMP)		0						
Subtotal		0	0	0	0	0	0	0

2.7 GMP PROPOSALS		TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY								
Prepare GMP Proposals		60		25	20			15
Flagstaff-GMP Review Meetings		20		10	10			
Incorporate Flagstaff-GMP Review Comments		20		10	10			
Subtotal		100	0	45	40	0	0	15

2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS		TOTAL HOURS	Project Principal	Project Manager	Sr Eng. / Chf. Estim.	Engineer / Estimator	Contracts Coordinator	Secretary / Admin.
ACTIVITY								
Prepare List of Potential Subcontractors		20		10	10			
Prepare Prequalification Packages		5						5
Receive & Summarize Prequalification Process		10						10
Prepare GMP Bid Packages		50		20	20		8	2
Produce Bid Summary		20		12	8			
Conduct Post Bid Meetings w/subs		15		11			4	
Prepare & Issue Subcontracts		40		20			8	12
Subtotal		160	0	73	38	0	20	29

ALLOWANCES BREAKDOWN

Travel

Miles to Site	[]	trips/month x	[]	months x	[]	miles/trip	
		=		total miles @		per mile =	
Miles to Owner Office	[]	trips/month x		months x	[]	miles/trip	
		=		total miles @		per mile =	
Auto Rental	[]	days @		per day =			
Auto Rental (Fuel)	[]	miles @		mpg @		per gal. =	
Lodging	[]	people/ @		per day for	[]	days =	
Meals	[]	people/ @		per day for	[]	days =	
Airfare	[]	people/ @	[]	per person for	[]	trip =	
							Sub-total Travel:
							\$0

Reproduction

Copies, 8.5"x11"	[]	copies/month x		months =			
				copies @		per copy =	
Copies, 11"x17"	[]	copies/month x		months =			
				copies @		per copy =	
Plots - Bond	[]	sheets x	[]	copy per submittal x			
		submittal @		s.f./sheet @		per s.f. =	
Plots - Vellum	[]	sheets x	[]	copy per submittal x			
		submittal @		s.f./sheet @		per s.f. =	
Plots - Mylar	[]	sheets x	[]	copy per submittal x			
		submittal @		s.f./sheet @		per s.f. =	
Outside Repro.	10	@ cost	50	copies @	5	per copy =	\$2,500
							Sub-total Reproduction:
							\$2,500

Other

Film and Processing	[]	rolls @	\$20.00	per 36 exposure roll =			
Local Delivery Service	[]	trips/month @	\$8.00	per trip x		months	
Express Mail Service	[]	packages/month @	\$12.00	per package x		months	
Special Supplies	[]	[]	[]	[]	[]	[]	
(Foam Core Mounting)							Sub-total Other:
							\$0

TOTAL OTHER DIRECT COSTS \$2,500

ESTIMATED HOURS
Design Phase Services

TASK DESCRIPTION Billing Rate	Project Principal		Project Manager		Sr Eng. / Chf. Estim.		Engineer / Estimator		Contracts Coordinator		Secretary / Admin.		TOTAL	
	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate	Hours	Total Labor Rate
				\$72,98		\$69,39						\$21,54		
2.1 GENERAL	-	\$0	65	\$4,744	55	\$3,816	-	\$0	-	\$0	-	\$0	120	\$8,561
2.2 CONSTRUCTION MANAGEMENT PLAN	-	\$0	20	\$1,460	20	\$1,388	-	\$0	-	\$0	-	\$0	40	\$2,847
2.3 PROJECT SCHEDULE	-	\$0	38	\$2,773	38	\$2,636	-	\$0	-	\$0	27	\$582	103	\$5,991
2.4 DESIGN DOCUMENT REVIEW	-	\$0	57	\$4,160	59	\$4,093	-	\$0	8	\$230	-	\$0	124	\$8,483
2.5 COST ESTIMATES	-	\$0	30	\$2,189	19	\$1,318	-	\$0	-	\$0	11	\$237	60	\$3,744
2.6 DBE REQUIREMENTS	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0
2.7 GMP PROPOSALS	-	\$0	45	\$3,284	40	\$2,776	-	\$0	-	\$0	15	\$323	100	\$6,383
2.8 SUBCONTRACTORS & SUPPLIER SELECTIONS	-	\$0	73	\$5,327	38	\$2,638	-	\$0	20	\$574	29	\$625	160	\$9,163
														\$0
														\$0
														\$0
TOTAL	-	\$0	328	\$23,936	269	\$18,665	-	\$0	28	\$804	82	\$1,766	707	\$45,173

EXHIBIT B - Hourly Rate Schedule

The schedule of hourly labor rates for employees of CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to the City on of Flagstaff

LIST OF CLASSIFICATIONS:

<u>Classification</u>	<u>Direct Labor Rate</u>	<u>Total Labor Rate</u>
Project Principal	\$0.00	\$0.00
Project Manager	\$63.46	\$72.98
Sr. Engineer / Chief Estimator	\$60.34	\$69.39
Engineer / Estimator	\$0.00	\$0.00
Contracts Coordinator	\$24.97	\$28.72
Secretary / Administrator	\$18.73	\$21.54

EXHIBIT D - FEE PROPOSAL SUMMARY

**STREET MAINTENANCE PROGRAM 2024, 2025, 2026
FEE BREAKDOWN PER YEAR**

PROJECT NO. PW 24-0001

Calendar Year	Estimated Design Fee	Reimursable Expenses	Total Fee
2024	\$49,690.00	\$2,500.00	\$52,190.00
2025	\$40,991.65	\$2,500.00	\$43,491.65
2026	\$41,761.48	\$2,500.00	\$44,261.48
TOTAL ESTIMATED FEE			\$139,943.13

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Mark Adams, Wildland Community Risk Reduction Specialist
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration and Approval of Contract: The Healthy Forest Initiative Grant Agreement between the City of Flagstaff and The Arizona Department of Forestry and Fire Management provides reimbursable funding to parcel owners within the City of Flagstaff and the Summit Fire and Medical District for Wildfire Hazardous Fuel Reduction.

STAFF RECOMMENDED ACTION:

Approve the Grant Agreement with the Arizona Department of Forestry and Fire Management in the amount of \$243,750 of which \$195,000 is Arizona Department of Forestry and Fire Management share, and \$48,750 is homeowner share as part of grant match, and an indirect cost of \$22,157 for grant and financial administration.

Executive Summary:

This project will complete approximately 75 acres of selective tree thinning and debris disposal on prioritized parcels pre-identified to this grant through active outreach campaign for targeted priority areas of Flagstaff. The overall goal is to reduce/eliminate excessive and dense ponderosa forest stands, to improve forest health, and lowering the risk of future wildfire hazard fuels and insect infestations increase Firewise and survivable space in the identified neighborhoods. Before and after photos will document our success, with a goal of reducing hazardous fuels by 40%. This will be verified during final inspection of work completed by contractors, ensuring that 90% of marked fuels have been removed. To facilitate this work, we have conducted an active and on-going outreach effort targeting specific neighborhoods and individual stakeholders, recruited homeowners interested in the long-term management of these parcels, and educating them on the responsibility to improve forest health and wildland hazardous reduce fuels on their properties.

Financial Impact:

Project Name: 2025 Greater Flagstaff Wildland Fire Hazard Reduction
Cost: \$243,750
Account Number Budgeted: 070-03-053-6277-2-4290
FY2024-25 Budgeted Amount: \$198,000
Grant Funded: Yes, with homeowner match
Funding Source: Arizona Department of Forestry and Fire Management

Policy Impact:

None

Previous Council Decision or Community Discussion:

Council has previously approved hazardous fuels reduction grants with the Arizona Department of Forestry and Fire Management (AZDFFM) with similar guidelines as this AZDFFM grant.

Options and Alternatives to Recommended Action:

Council has the option to not ratify this agreement which would prevent \$195,000 of financial benefit to property owners for reducing the wildfire hazard on their property.

Connection to PBB Priorities and Objectives:

High Performing Governance: Implement innovative local government programs

Safe and Healthy Community: Ensure built environment is safe through the use of consistent standards, rules and regulations, & land use practices

Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources

Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems

Connection to Regional Plan:

Regional Plan Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.

Policy E&C.3.3 -- Invest in forest health and watershed protection measures.

Policy E&C.6.1 -- Encourage public awareness that the region's ponderosa pine forest is a firedependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.

Policy E&C.6.3 -- Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.

Policy E&C.6.6 -- Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.

Policy E&C.10.2 -- Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Connection to Carbon Neutrality Plan:

HF-1: Protect existing forests, resources, and meaningful open spaces

HF-2: Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.

HF-3: Educate the public on forest health and wildfire risk reduction.

Connection to 10-Year Housing Plan:

Connect 3.2 Encourage neighborhoods, housing types, and building practices that increase health.

Connection to Division Specific Plan:

Connection to Division Specific Plan:

Connection to FFD 2023 - 2024 Strategic Plan: Service Level Goals: Increase community outreach & Reduce risks through Prevention & WFM efforts Standardization and Improved Partnership Goals: Advance Community Risk Reduction measures

Attachments: [Unsigned grant document](#)

Arizona Department of Forestry and Fire Management
Grant Agreement No. HFI 23-350
Healthy Forest Initiative Grant Program

This grant agreement (“Agreement”) is entered into by and between the (“Grantee”) Arizona Department of Forestry and Fire Management (“State Forestry” or “State”) and (“Sub-grantee”), City of Flagstaff (UEI #XMMUMPKTLVQ3), pursuant to authorities granted under Arizona Revised Statute 37-1302.

I. PURPOSE OF AGREEMENT

State Forestry is the recipient of funds provided by the State of Arizona for the purpose of hazardous vegetation mitigation projects within the State of Arizona.

The objective of this funding is to assist communities, which have been identified as having wildfire hazard potential, with fire prevention, critical infrastructure protection, and forest and watershed restoration. This agreement is a sub-award of these State funds.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **June 30, 2026** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **80%** of the total cost of this program.

A contribution by the Sub-grantee for an additional **Cost Share Match of 20%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (State Forestry grant portion) **shall not exceed \$195,000.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of State funds. Reimbursement payments will be made to the Sub-grantee normally within ninety days after receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program for actual costs incurred on project work. Support documentation must show dates and amounts of all expenses (See Attachment D).

Reimbursement for purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement. Capital Equipment may only be used as match with prior approval from State Forestry.

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and within the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. The Sub-grantee shall, upon request of the State, participate with State personnel in performing interim and/or final inspections.

IX. PROCUREMENT REQUIREMENTS

The Sub-Grantee shall comply with all applicable provisions of State laws and regulations in regard to procurement of goods and services, and to contracts for repair or restoration of public facilities.

The Sub-grantee shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. The Sub-grantee will not enter into contracts for which payment is contingent upon receipt of State funds. Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Quarterly performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry. Reports (quarterly and final reporting) will contain information on the following: (1) A comparison of actual accomplishments to the goals established for the period and for the entire program or project, (2) Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar

activities. A computation of cost per unit of output may be required where applicable, (3) Reason(s) for delay if established goals were not met. (4) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. (5) Before and after pictures (required for final report and optional for quarterly reporting). (6) Mapping in the form of a pdf/paper map and matching shapefiles (if required for final reporting; see Section XI below).

Financial/Reimbursement requests may be submitted as often as monthly. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry. Reimbursement requests submitted with documentation (grant share or match) that is older than 6 months will not be accepted without prior approval.

Cumulative match share must accrue proportionally with reimbursable costs. Each reimbursement request must have the minimum required match share included and documented (minimum cumulative match must reflect equal proportion to the cumulative total amount). It is allowed to document match over the required match share in each reimbursement request and to use this towards the total grant match requirement.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after the end of the grant term. Final financial reimbursement may be held until all accomplishment reporting is complete and submitted to State Forestry.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XIII (PRINCIPLE CONTACTS).

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. MAPPING (CHECK ONE) X Required _____ Not Required

Project Center Coordinates (in Decimal Degrees):

Latitude (y-coordinates) 35.2271101 Longitude (x-coordinates) -111.6754257

Center coordinates are required for all projects, regardless of mapping requirements. If the project requires a mapping component, both a 1-page PDF map and matching GIS (Geographic Information System) polygon data are required prior to project start date and at the time of final accomplishment report submission. Data files (Shapefiles, File Geodatabase, or KML polygons) created using GIS applications, must be submitted showing treatment/project area(s) and their name(s) or parcel number(s). GIS acres must match projected and actual treatment acres.

XII. COMPLIANCE AND PERMITS

Grantee agrees that it is responsible for acquiring all permits required by applicable federal, state, and local jurisdictions, prior to treatment. Grantee also agrees that is responsible for adherence to all applicable statutes, regulations, ordinances, and codes promulgated by applicable federal, state, and local jurisdictions, including but not limited to environmental regulations concerning the presence, existence, discharge, emission, or removal of any substances such as by-products, wastes, pollutants, and hazardous and toxic materials.

XIII. PRINCIPAL CONTACTS

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Contact:

Stacey Brechler-Knaggs
City of Flagstaff
Grants and Contracts Manager
211 West Aspen Ave.
Flagstaff, AZ 86001
928-213-2227
sknaggs@flagstaffaz.gov

Principal Sub-grantee Contact:

Mark Adams
Community Wildland Risk Reduction Specialist
211 West Aspen Ave
Flagstaff, Az 86001
928-213-5210
Mark.adams@flagstaffaz.gov

Principal Arizona State Forestry Contact:

Lark Sundsmo
Arizona Department of Forestry and Fire Management
Grants Program Specialist
1110 West Washington, Suite 500
Phoenix, AZ 85007
(602) 694-6109
lsundsmo@dffm.az.gov

XIV. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by electronic mail, or sent by United States Mail, postage prepaid, to the parties at their respective addresses as set forth immediately below:

<p><u>STATE FORESTRY</u></p> <p>John Richardson Assistant State Forester for Forestry Programs Arizona Department of Forestry and Fire Management 1110 West Washington, Suite 500 Phoenix, AZ 85007 602-771-1420 jrichardson@dffm.az.gov</p>	<p><u>SUB-GRANTEE</u></p> <p>Greg Clifton City Manager City of Flagstaff 211 West Aspen Ave. Flagstaff, AZ 86001 928-213-2053 greg.clifton@flagstaffaz.gov</p>
--	--

XV. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XVI. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement, and shall have the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XVII. ATTACHMENTS

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Reimbursement Forms

XVIII. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

<p><u>STATE FORESTRY</u></p> <p>Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 500 Phoenix, AZ 85007</p>	<p><u>ACCEPTED BY SUB-GRANTEE</u></p> <p>City of Flagstaff 211 West Aspen Ave. Flagstaff, AZ 86001</p>
--	---

Signature

Signature

Print or Type Name

Print or Type Name

Arizona State Forester

Title

Date: _____

Date: _____

Signature

Print or Type Name

Assistant State Forester for Forestry Programs

Date: _____

ATTACHMENT A

**Project Application
(Cover Sheet)**

Applications: B12 City of Flagstaff

Profile

sknaggs@flagstaffaz.gov

Organization Name

B12 City of Flagstaff

Unique Entity Number (UEI)

XMMUMPKTLVQS

1. Application/Project Title (50 Character Max)

B12 2025 Greater Flagstaff Wildland Fire Hazard R

2. Program/Project Congressional District (check all that apply)

1

3. Program/Project Legislative District (check all that apply)

6, 7

4. Project Lead (250 Character Max)

Mark Adams Wildland Community Risk Reduction Specialist (CWRRS) 24 year Hotshot Retired Superintendent of Flagstaff IHC, experienced AFMO, RX burn boss, PIO. Hired Flag FD in June managing existing HFR grants and

5. Acres to be Treated

75

6. Treatment Type

Hand and Mechanical

7. Center Coordinates and PDF Map (0-10 points, 25 character max)

35°13'19"N 111°40'00.1"W

8. Project Overview and Area Description (0-10 points, 600 character max)

Treat 75+ ponderosa pine acres of private land in the greater Flagstaff area. Aligns with Activity #1 of 2018 CWPP. Target area adjacent to landscape treatments, high visitor use area, and downwind of larger communities. Google earth imagery shows need for private parcel treatment. One way access/egress. WRAP moderate rating for this area is inaccurate. RMA Dashboard rates this area as high for suppression difficulty index in as low as the 80th percentile. Outreach has begun with AD HOC HOA rep. Other areas including city owned land available based on interest/need.

9. Project Objectives and Deliverables (0-15 points, 850 character max)

OBJ: 75+ treated acres private parcels of ponderosa pine/ Public outreach/education. Grant share will encourage treatments. CWRRS will site visit and discuss wildfire and fuels treatments with each parcel owner, mark trees for removal, revisit site after completion. Public Education benefit realized even without treatment. Grant funds 80% of Maximum 3000 acre bid. Past treatments demonstrate snowball effect among neighboring properties. Measurable through basal area calc and/or before after photos. Project expected to take 2 years from start.

10. Scope of Work and Project Timeline (0-20 points, 1,100 character max)

Documentation includes Property Wildfire Assessment conducted by CWRRS or Wildfire Management. If assessment shows need for treatment, trees are marked for removal. Property owner solicits 3 bids from local contractors, completes work, and CWRRS revisits site after completion. Before and after photos will document work. Current bids reviewed for hazard fuel work (30+ removals) are 2500-8000/acre. Current hazard fuels grant work completed has been a huge success with 100+ acres treated, and ore properties interested if more funding arises. Outreach already begun through mailers and meetings with area AD hoc HOA rep.

11. Collaboraton, Partners and Beneficiaries (0-15 points, 600 character max)

Collaboration among citizens, local contractors and HOA's. Prior treatments on Observatory mesa, FWPP, and prior hazardous fuels grants have align with this proposal. Beneficiaries include private landowners, adjacent and downwind communities.

12. Sustainability (0-15 points, 600 character max)

Homeowners will sign a vegetation management permit to maintain the recommended densities. All partners are actively engaged in public awareness campaigns for wildfire and is an ongoing tenant of Flagstaff Fire Dept's (FFD) programming. Under the greater Flagstaff CWPP, the city of Flagstaff's 2006 Wildland Urban Interface Code adopted in 2008, and the passing and implementation of the Flagstaff Watershed Protection Project in 2012, our partners and community members continually commit to reducing wildfire risk

Upload Budget Form (0-15 points, one form per project, (Min/Max award: \$60,000-\$500,000)

2023_AZ HFI_Project Budget Worksheet.docx

Upload Project Overview Map (maximum of 1 page - 8 1/2 x 11)

Fuels Reduction_Westridge Firewise Target Area.pdf

Upload Letters of Support (optional, maximum of 5 pages - 8 1/2 x 11)

Is the project identified as a specific priority within a CWPP?

Yes

Is the proposed project area classified as High (7), Very High (8), or Extreme Risk (9) by AZWRAP?

No

Does the project align with Arizona Forest Action Plan objectives?

Yes

Average Score

of Reviews

0

of Denials

0

Additional Information

Please use the following link to view the Budget

Budget Worksheet

[View Budget Worksheet](#)

Application Goals

[View Application Goals](#)

Applications: File Attachments

Upload Budget Form (0-15 points, one form per project, (Min/Max award: \$60,000-\$500,000)

2023_AZ HFI_Project Budget Worksheet.docx

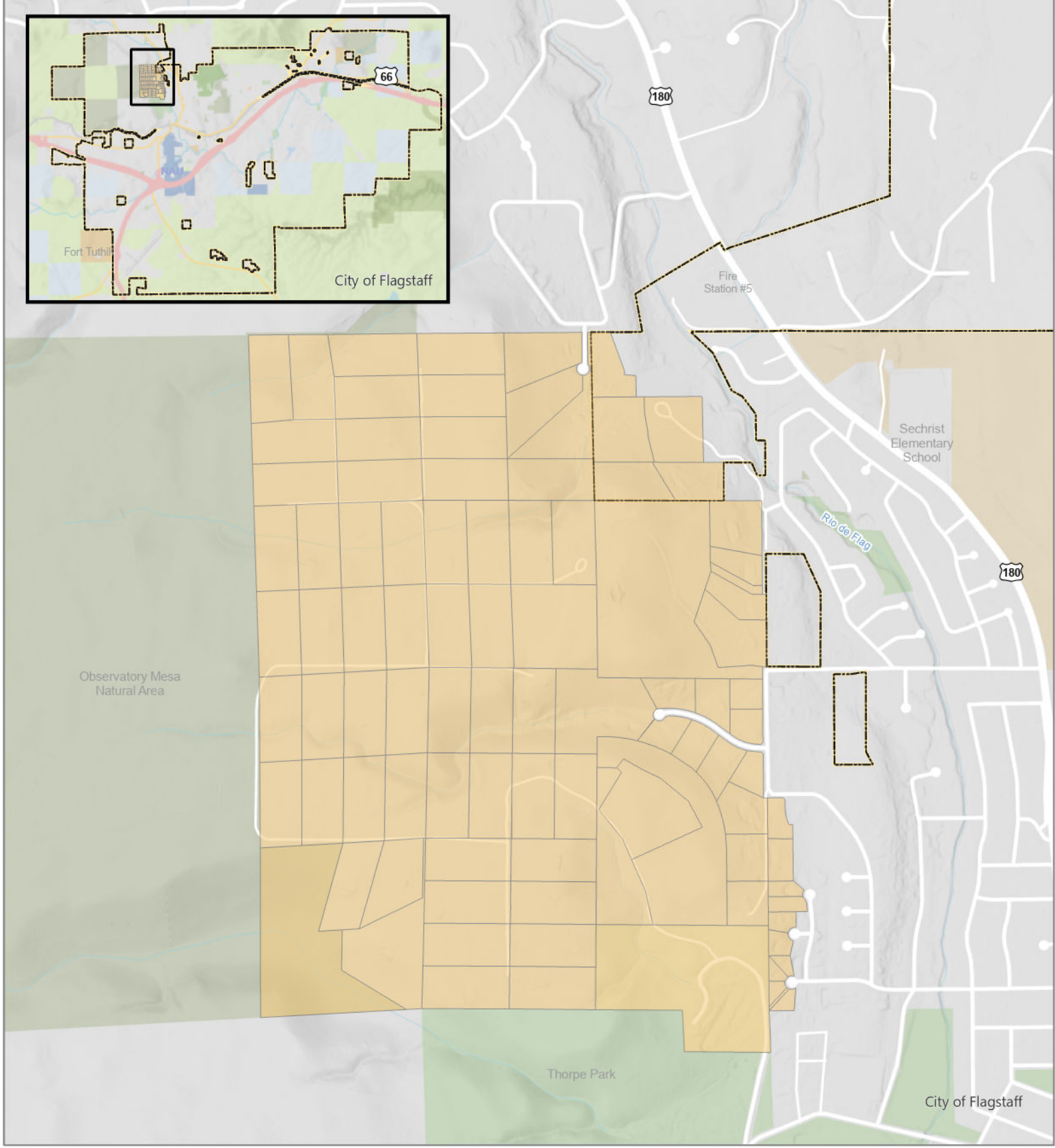
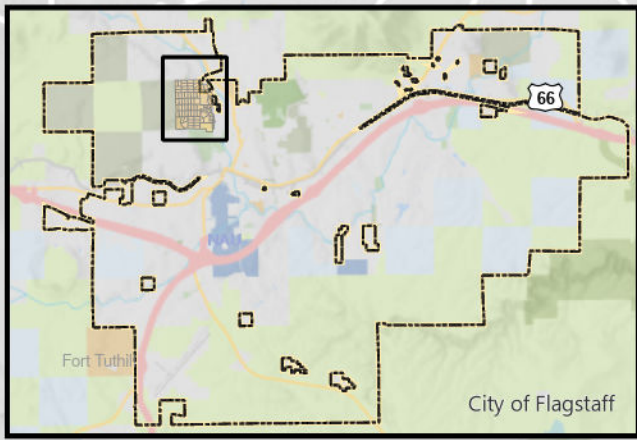
Upload Project Overview Map (maximum of 1 page - 8 1/2 x 11)

Fuels Reduction_Westridge Firewise Target Area.pdf

Project: 2025 Greater Flagstaff Wildland Fire Hazard Reduct

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$180,000	\$45,000	\$0	\$225,000
Other1:	\$14,400	\$3,600	\$0	\$18,000
Other2:	\$0	\$0	\$0	\$ 0
TOTAL:	\$194,400	\$48,600	\$ 0	\$243,000

Budget Narrative
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</p> <p>180,000 contractual grant share paid to tree contractors Grant would cover 80% maximum 3000/acre=\$2400/acre</p> <p>\$45,000 match Homewoner would cover 20%match and all cost above \$3000/acre.</p> <p>If bid is below \$3000, grant will only cover 80%. Example: 2000 acre bid on 3 acres =\$6000. 80% grant share =4800 20% match=1200</p> <p>Other 10% Indirect Costs Rate Agreement for grant administration includes: building depreciation, equipment depreciation, non-departmental general administration, employee benefits and insurances, indirect purchasing/procurement, and billing/reimbursement administration.</p> <p>If contracts complete below \$3000 greater than 75 acres will be achieved.</p>



Fuels Reduction: Westridge Firewise Target Area

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.



11/28/2023 11:32 AM



Applicant Information

Tell us about you.

Linked Applicant

sknaggs@flagstaffaz.gov

First name

Stacey

Last name

Brechler-Knaggs

Email

sknaggs@flagstaffaz.gov

Title

Grants and Contracts Manager

Company

City of Flagstaff

Company Website

City

Flagstaff

State

Arizona

Organization Information

Tell us about your organization.

Organization Name

City of Flagstaff

Employer Identification Number (EIN)

86-6000244

Unique Entity Identifier (UEI)

088302625

Authorized Representative

Greg Clifton

Business/Finance Representative

Brandi Suda, Finance Director

Organization Address

Address

Flagstaff City Hall

Address 2

211 West Aspen Avenue

City

Flagstaff

State

Arizona

County

Coconino County

Congressional District/Region

One

Zip

86001

Phone

928-213-2227

Phone Extension**Fax**

Authorized Representative (if different from above)

Name

Mark Adams

Title

Wildland Community Risk Reduction Specialist

Email

mark.adams@flagstaffaz.gov

Phone

928-853-5255

Business/Finance Contact (if required)

Name**Title****Email****Phone**

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

Detailed Work Plan

Flagstaff Fire Department – 2025 Greater Flagstaff Wildland Fire Hazard

SCOPE:

Narrative Overview - Flagstaff sits within the largest continuous ponderosa pine forest in the world. Recent catastrophic fires on Federal lands surrounding Flagstaff have highlighted the need to more treatments on private lands bordering public lands and within city limits.

The project area would provide reimbursable funds on approximately 75 acres of prioritized private property throughout the greater Flagstaff area and within close proximity of the *Flagstaff Watershed Protection Project* (FWPP) and Four Forest Restoration Initiative task order areas of the Coconino National Forest. This work complements efforts of landscape scale restoration of ponderosa pine in the Greater Flagstaff Area as well as northern Arizona to include the Flagstaff Watershed Protection (FWPP) and the Four Forests Restoration Initiative (4FRI) occurring across multiple jurisdictions of City, County, State, and federal lands.

Project Tasks/Components –

- a) Planning and Oversight: Mark Adams, Wildland Firewise Specialist in the Wildland Fire Management (WFM) Division of the Flagstaff Fire Dept (FFD), will be responsible for all phases, to include project boundary marking, stakeholder notification, prescription development, tree marking, site preparation, and reporting for all grant-funded operations.
- b) Grant Management: Stacey Brechler-Knaggs, City of Flagstaff Grants and Contracts Manager, will coordinate adherence to all grant agreement provisions and all reimbursable invoicing processes.
- c) Field Treatment Work (cutting, processing, wood removal, debris piling): Work will be accomplished by a contractor of property owner's choosing.

Outcomes - Specifically, this project will complete approximately 75 acres of selective tree thinning and debris disposal on prioritized parcels pre-identified to this grant through active outreach campaign for targeted priority areas of Flagstaff (see map). The overall goal is to reduce/eliminate excessive and dense ponderosa forest stands, to improve forest health, and lowering the risk of future wildfire hazard fuels and insect infestations increase Firewise and survivable space in the identified neighborhoods. Before and after photos will document our success, with a goal of reducing hazardous fuels by 40%. This will be verified during final inspection of work completed by contractors, ensuring that 90% of marked fuels have been removed. To facilitate this work, we have conducted an active and on-going outreach effort targeting specific neighborhoods and individual stakeholders, recruited homeowners interested in the long-term management of these parcels, and educating them on the responsibility to improve forest health and wildland hazardous reduce fuels on their properties.

Map Note: Attached. total maps. Approximately 75 acres identified to be treated.

SCHEDULE:

Project Deliverables -

CY	Qtr	Activity	Reporting
2024	1 st	<ul style="list-style-type: none"> • Conduct community outreach to pre-identified neighborhoods and signed up stakeholders (prior to grant cycle) of planned process for eligibility and path forward for completion • Finalize details and agreement with DFFM • Council agenda meeting for approval of funds 	<ul style="list-style-type: none"> • Qtr report to DFFM
2024	2nd-3rd	<ul style="list-style-type: none"> • Continuation of site visits and setup, marking of trees, assessments (Approximately 10-20 acres targeted) • Coordinate with homeowners upon completion of contractor forest treatment work and obtain reimbursements packets (Approximately 10-20 acres targeted) • Provision of project status update 	<ul style="list-style-type: none"> • Qtr report to DFFM
2024	4th	<ul style="list-style-type: none"> • Continuation of site visits and setup, marking of trees, assessments (Approximately up to 5-10 acres targeted) • Coordinate with homeowners upon completion of contractor forest treatment work and obtain reimbursements packets (Approximately 5-10 acres targeted) • Provision of project status update 	<ul style="list-style-type: none"> • Qtr report to DFFM
2025	1st	<ul style="list-style-type: none"> • Continue site visits and setup, marking of trees, assessments (Approximately 5-10 acres targeted) • Coordinate with homeowners on targets and reporting to complete removals and obtain reimbursements (Approximately 5-10 acres targeted) • Provision of project status update 	<ul style="list-style-type: none"> • Qtr report to DFFM
	2nd	<ul style="list-style-type: none"> • Complete all site visits and setup, marking of trees, assessments (10-30acre target) • Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 10-30 acres targeted) • Provide project status update 	<ul style="list-style-type: none"> • Qtr report to DFFM

2025	3 rd -4 th	<ul style="list-style-type: none"> • Complete all site visits and setup, marking of trees, assessments (10-30-acre target) • Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 10-30 acres targeted) 	<ul style="list-style-type: none"> • Qtr report to DFFM
2026	1 st -2 nd	<ul style="list-style-type: none"> • Complete all site visits and setup, marking of trees, assessments (10-30-acre target) • Coordinate with homeowners upon completion of contractor vegetation management and obtain reimbursements packets (Approximately 10-30 acres targeted) • Provide final project status update and final report; Expected last project work day June 30th, 2026 	<ul style="list-style-type: none"> • Qtr report to DFFM

Project Support -

<u>Calendar Year</u>	<u>Qtr</u>	<u>Activity</u>
2024	1st	<ul style="list-style-type: none"> • Brief City Council and key cooperators/partners.
2024	1 st -2 nd	<ul style="list-style-type: none"> • Publicize via Dept's Web Page and Social Media networks and targeted mailers
2024	1 st -4 th	<ul style="list-style-type: none"> • Provide status update to City Council and key cooperators/partners • Conduct field tours as necessary; and • Publicize via Dept's Web Page and Social Media networks. • Sign/advertise areas of active/ongoing treatment work
2025	1 st -4 th	<ul style="list-style-type: none"> • Brief City Council and key cooperators/partners. • Publicize via Dept's Web Page and Social Media networks; • Engage volunteers where applicable; and • Host field tour of project sites for key partners and community residents as demonstration site for future projects • Sign/advertise areas of active/ongoing treatment work
2026	1 st -2 nd	<ul style="list-style-type: none"> • Brief City Council and key cooperators/partners. • Publicize via Dept's Web Page and Social Media networks; • Engage volunteers where applicable; and • Host field tour of project sites for key partners and community residents as demonstration site for future projects • Sign/advertise areas of active/ongoing treatment work

BUDGET:

Please review Project Budget Worksheet (attached).

CONCLUSION: Completion of the forest treatments detailed in this plan will reduce the threat of future wildfire damage, improve forest health, boost our FireWise program, reduce risk key infrastructure, neighborhoods, and natural resources, and enhance community well being and partnerships. FFD WFM sustains this effort through active re-engagement of landowners on a 5-10 year cyclical basis and signed landowner agreements to sustain treatment work in perpetuity of ownership of the property.

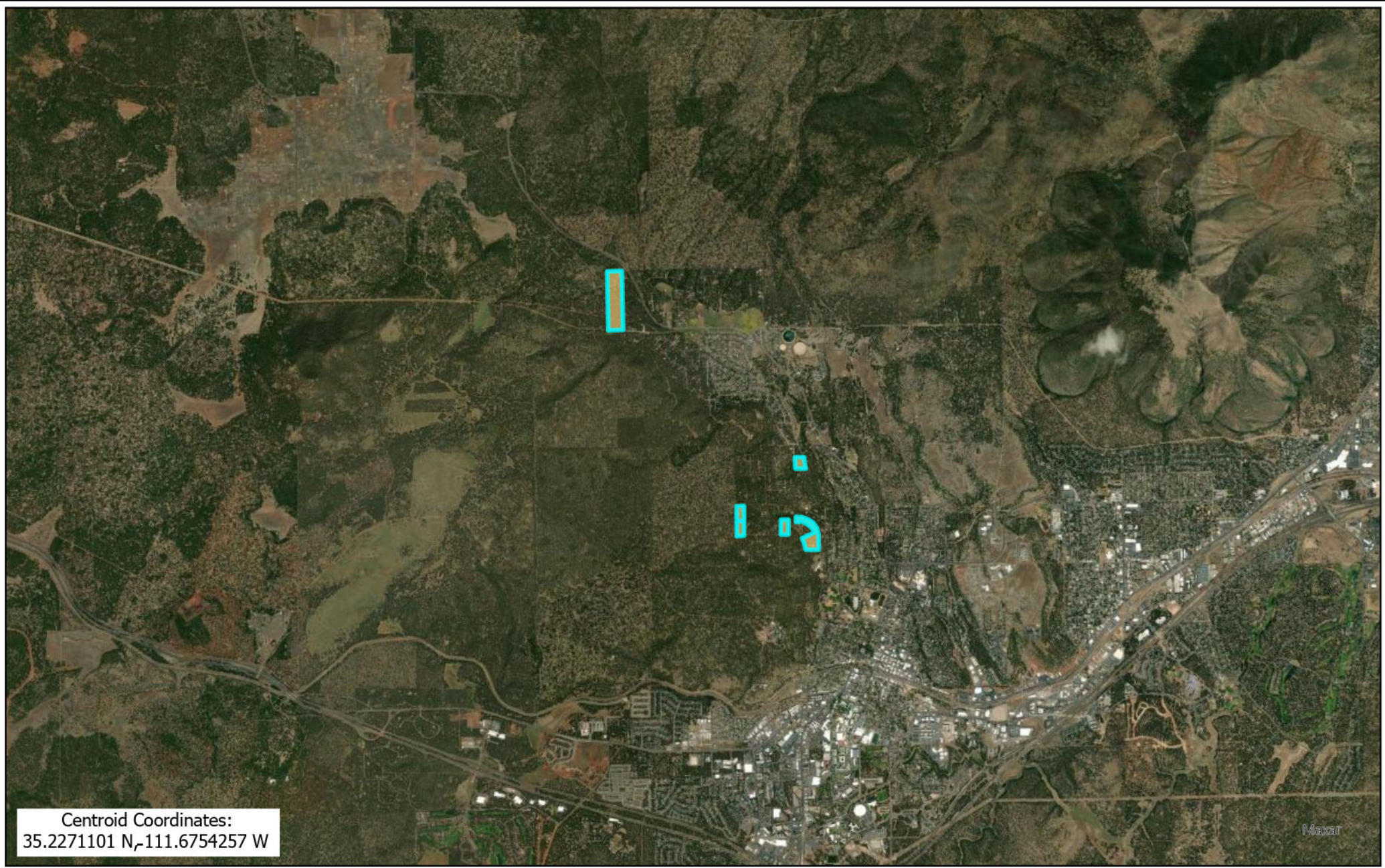
For more information on our program, visit www.flagstaffaz.gov/wildlandfire

For more information on the FWPP, visit www.flagstaffwatershedprotection.org

Project: 2025 Greater Flagstaff Wildland Fire Hazard Reduct

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$177,273	\$44,320	\$0	\$221,593
Other1:	\$17,727	\$4,430	\$0	\$22,157
Other2:	\$0	\$0	\$0	\$ 0
TOTAL:	\$195,000	\$48,750	\$ 0	\$243,750

Budget Narrative
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</p> <p>\$177,723 contractual grant share paid to tree contractors Grant would cover 80% maximum \$3000/acre=\$2400/acre</p> <p>\$48,750 approximately match Homewoner would cover 20%match and all cost above \$3000/acre.</p> <p>If bid is below \$3000, grant will only cover 80%. Example: \$2000 acre bid on 3 acres =\$6000. 80% grant share =\$4800 20% match=\$1200</p> <p>Other 10% Indirect Costs Rate Agreement for grant administration includes: building depreciation, equipment depreciation,non-departmental general administration, employee benefits and insurances, indirect purchasing/procurement, and billing/reimbursement administration.</p> <p>If contracts complete below \$3000 greater than 75 acres will be achieved.</p>



Centroid Coordinates:
35.2271101 N, -111.6754257 W

Estimated 75.48 ac

FFD FHI Fuels Reduction

 FFD FHI Signed Up Properties



Parcels and Acreage are approximate and subject to change if landowners fail to complete

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.



4/15/2024 9:01 AM

ATTACHMENT C

General Provisions

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the appropriate accounting and administrative procedures for managing the grant in accordance with all applicable State laws.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 2 CFR 200.307 ; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

HATCH ACT

The Sub-grantee shall comply with provisions of the Hatch Act limiting the political activities of public employees.

NEPA

The Sub-grantee shall comply with applicable State and Federal laws regarding the environment (NEPA; National Environmental Protection Act).

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by the State or Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order 2009-09 and any other federal or State laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ARBITRATION

To the extent required by A.R.S. §12-1518 and 12-133, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

NON-AVAILABILITY OF FUNDS

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

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

SUSPENSION OR DEBARMENT

The Sub-grantee shall not enter into any contract or agreement with any party which is debarred or suspended from participating in State assistance programs.

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

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

PUBLICATION REQUIREMENTS

ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona Department of Forestry and Fire Management in any publications, audiovisuals, and electronic media developed as a result of this award.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are based on reimbursement for *actual costs incurred*. Actual costs may vary slightly from the project plan budget, but must be used to calculate final reimbursement amounts. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment cannot be used as a match for any other State or federal cost-share programs. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval.

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated on the “Grant Reimbursement Form” (Attachment E2). By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantee’s sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or that are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations to others are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- Capital Equipment costing \$5,000 or more per unit cannot be included as reimbursable costs, but may be included as match with prior approval. State Forestry recommends renting equipment as needed.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible).
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantee’s responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, canceled checks, signed receipts, or official payroll records. Examples include:

- **Labor (Administrative and Personnel)**- may include paid staff, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.
 - Administrative labor includes general project oversight, while personnel labor includes work done on the ground
 - All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. We must be able to determine, for each staff member, the hours contributed, the rate of pay, the work completed, and the total amount being requested.
 - The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. **Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.**
 - Required documentation should include some combination of: payment receipts, timesheets, payroll records (paystubs), job sheets, canceled checks, or signed letters detailing paid staff time, dates, and services or work provided.
- **Contracted Services** – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.
 - Required documentation will include original invoices with sufficient detail of work performed, dates of work performed, and proof of payment, such as canceled checks or credit card receipts.
- **Supplies** - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.
 - Required documentation should include proof of purchase via payment receipts, canceled checks, or official accounting records detailing expenses and goods and service provided. Original quotes or incomplete invoices are not sufficient.
- **Travel** - may include mileage reimbursement
 - Documentation should include mileage logs with beginning and ending odometer readings and reference the grant project number.
- **Equipment** - may include the cost of renting equipment, fuel, operational costs or repairs at an accepted rate
 - Documentation should include invoices and proof of payment, receipts, or equipment logs.
 - If using FEMA or negotiated CFRA rates, the non-emergency rate (½ of negotiated rate) must be used.
 - Take into consideration that if the rate provided is a "Wet Rate," it already includes fuel and maintenance for the equipment.
- **Other**
 - Other costs as necessary must include proper support documentation demonstrating that the Sub-grantee has incurred the costs.
 - **Indirect Costs** – Agreed upon indirect costs can be included for reimbursement. No more than 10% of the indirect costs may come from the grant share.
 - Indirect costs may cover general operating expenses such as those negotiated at the time of the grant agreement and other overhead costs; therefore supporting documentation is not required, but detailed specifics about what is covered under the indirect cost must be included in the detailed project plan budget narrative.
 - If Sub-grantee has a Negotiated Indirect Cost Rate Agreement (NICRA), State Forestry must receive this agreement before the rate can be used in the project budget. If the NICRA is greater than 10%, anything above this is allowable as match only.
 - De Minimis: If no NICRA rate is available, Sub-grantee can include the 10% de minimis cost rate to cover other general operating expenses.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – Grants may require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of dollars expended and/or in-kind contributions used toward the project. The Sub-grantee share (match) cannot be used as a match for any other cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant funded program or project and must meet the approved Cost Principles.

Matching investments will not be directly reimbursed.

Examples of possible match include:

- **Hard Dollars** - Matching investment can include actual costs incurred as documented above.
 - A hard dollar match includes anything directly purchased for the grant work with costs incurred by the grantee where money has changed hands, including time spent by employees on grant related activities. Time spent by employees on eligible project activities must include the same documentation as listed above for the Labor category for grant share.
 - Required documentation will include payment receipts, canceled checks, or official accounting records detailing expenses and related goods and service provided. Physical cash transactions are unallowable with DFFM grants.
- **In-kind Contributions** - includes the use of the sub-grantees's or their partners' on-hand supplies, use of third party donations of supplies or equipment, or the value of professional services provided at the professional rate.
 - Use of in-kind contribution of goods or services from another business or organization may be counted as in-kind match with proper documentation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party, if necessary. Use of donated equipment shall consist of signed time logs, detailing day(s) or hours of use, accepted rate, and project specific function.
- **Volunteer** - Volunteer labor hours shall conform to documented standard operating procedures for the Sub-grantee organization with established pay rates.
 - Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer sign in sheets must include a supervisor's signature. Volunteer timesheets should be filled out and signed on the day work was completed.
 - Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization, but will still require accurate timesheets.



Quarterly Performance Report

GRANT INFORMATION:

Grant Number:		Grant Award \$:	
Project Name:		Award End Date:	
Organization:			
County:		DFFM District:	

REPORT INFORMATION:

Calendar Year:		Calendar Quarter Q1 (Jan-Mar), Q2, Q3, Q4:	
Name of person completing report:			
Submittal Date:			

PROJECT OBJECTIVES ACCOMPLISHED: (During this quarterly reporting period, what progress has been made toward meeting the project objectives stated in the Project Plan? Provide quarterly and cumulative numbers for key criteria, such as acres completed, trees planted, educational programs delivered, etc.)

PLANNED OVERALL		ACTUAL				
Project Objectives	Total Project Goal	Previously Reported	+	Current Quarter	=	Cumulative Total

Program-Specific Reportables (if applicable)

1						
2						
3						
4						
5						

Is this Project On Track? (Yes / No)

Use the following sections to describe activities for this quarter and for the overall project status.
*Additional items may be enclosed or attached, such as added narrative, detailed tables, pictures, maps, or other items.
 (Please list any additional items in the narrative to assure they are recorded.)*



Quarterly Performance Report

NARRATIVE REPORT / THIS QUARTER: What progress has been made THIS QUARTER in accomplishing the project objectives? Describe activities for the quarter to support the status reported in the tables above. Include comments regarding accomplishments for employees, contractors, and volunteers; and describe the status of planning or purchasing activity if applicable. *(MAX: 1400 Characters – attach additional materials if needed)*

NARRATIVE REPORT / OVERALL PROJECT: What is the success in meeting the OVERALL measurement criteria identified in the Project Plan? Describe the overall project status to support the numbers listed in the tables above. What major milestones have been achieved and what are the next major activities planned? If the project is not on track or goals are not being met, please provide an explanation. If there are any factors that have, or will have, a significant impact on the successful project completion, provide details and explain the actions being taken or assistance that may be needed. *(MAX: 1400 Characters – attach additional materials if needed)*



Arizona Department of Forestry and Fire Management Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number:

Organization Name: Match %:

Total Grant Amount: Total Match Required:

Grant Expiration/End Date: (Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):			
	Reimbursable Costs	Match	Total
	<input type="text"/>	<input type="text"/>	\$0.00

This Reimbursement Period: (Period Start / End dates) <input type="text"/>			
Item	Reimbursable Costs	Match	Total
Administration	<input type="text"/>	<input type="text"/>	\$0.00
Personnel	<input type="text"/>	<input type="text"/>	\$0.00
Contracted Services	<input type="text"/>	<input type="text"/>	\$0.00
Supplies	<input type="text"/>	<input type="text"/>	\$0.00
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0.00
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0.00
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$0.00
Volunteer time	N/A	<input type="text"/>	\$0.00
In-Kind Contributions	N/A	<input type="text"/>	\$0.00
Total:	\$0.00	\$0.00	\$0.00

FOR DFFM USE ONLY

Cumulative Project Totals (This period request added to all previous reimbursement requests):			
	Reimbursable Costs	Match	Total
	\$0.00	\$0.00	\$0.00

*As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other requirements are met.)

Authorized SignatureTitleDate

SIGNATURE LINE STATEMENT (Required for Processing)
 By signing the "Grant Reimbursement Form", the signing agent is verifying that:
 All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Paul Santana, IT Manager
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration of Ratification and Approval of Contract: Cooperative Purchase Contract with Dell Marketing, LP for the IT Section to Purchase Dell Computer Hardware in an amount not to exceed \$425,000 for each fiscal year for the term of the Agency Contract.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Dell Marketing, LP for the IT Section to Purchase Dell Computer Hardware in an amount not to exceed \$425,000 for each fiscal year for the term of the Agency Contract; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This fiscal year to date the City of Flagstaff has spent approx. \$282,417 with Dell Marketing, LP for the purchase of various computer hardware including personal computers (PCs), laptops, docks, and monitors. Staff seeks approval of a Cooperative Purchase Contract with Dell Marketing, LP to allow Staff to continue to purchase necessary computer hardware, to facilitate our standard end-user device replacement process.

City Council has budgeted for these purchases and staff has determined that it is in the best interest of the City to enter into a contract with Dell Marketing, LP with a "not-to-exceed" amount of \$425,000 total for each fiscal year to purchase Dell Computer Hardware. It is anticipated that future need under the duration of this Cooperative Purchase Contract will be similar, and the requirements of the Cooperative Purchase Contract will allow for flexibility in purchasing within the budgeted amounts for future fiscal years for the term of the Agency Contract.

Financial Impact:

There is cost for these purchases in the calculated and budgeted amount of \$425,000. This cost has been budgeted in the following Information Technology account: 001-01-014-0043-1-4301, as well as other division's accounts containing the - 4301 Computer Equipment object code.

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Approve the Cooperative Purchase Contract with the flexibility to allow the IT Section to purchase Dell Computer Hardware in an amount not to exceed \$425,000 for each fiscal year for the term of the Agency Contract; or

2. Not approve the Cooperative Purchase Contract. If not approved City of Flagstaff IT would need to reconsider our current computer provider, which would constitute a complete restructure of our imaging, support, and computer upgrading environment. This would result in substantial time and resources shift away from Dell Computer Hardware to consider alternative computer manufacturers, but would severely hinder our ability to replace and support existing devices in the short to mid term.

Background and History:

The City of Flagstaff Information Technology Division routinely considers and evaluates our suppliers to ensure we are providing the best solutions and services to our customers, City of Flagstaff employees, and computer providers are no exception to this policy. Staff seeks to use a State of Arizona cooperative purchase contract to enter into an agreement with Dell Marketing, LP to be a provider of end user computing devices based on the factors of performance, price, service, serviceability, compatibility, durability, and design.

NASPO ValuePoint conducted a competitive and open procurement process that resulted in Contract No. 23026 between the State of Arizona and Dell Marketing, LP. The City of Flagstaff Procurement department has verified that the State of Arizona cooperative purchase contract is valid. While the underlying State of Arizona cooperative purchase contract expires on June 30, 2025, there is an option to extend up to additional 36 months.

Connection to PBB Priorities and Objectives:

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

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

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Connection to Division Specific Plan:

IT Mission Statement: Our purpose is to provide the secure tools to make your job easier tomorrow than it was today. Regular device replacement supports this goal of ensuring every employee who needs a computer has access to a secure, high performance device.

Attachments: Dell Marketing, LP Cooperative - City IT

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-121

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Dell Marketing, LP, a Texas limited partnership ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of Dell Computer Equipment, Peripherals, & Related Services.
- B. NASPO ValuePoint conducted a competitive and open procurement process that resulted in Contract No. 23026 and the State of Arizona became a participating agency through Contract No. CTR068890 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:

Dell Computer Equipment, Peripherals, & Related Services (IT Purchases)

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 Contractor for the materials and or services provided for an amount not to exceed **four hundred twenty-five thousand dollars and zero cents (\$425,000), per annual**, made in accordance with the price list and terms set forth in the Agency Contract. Any annual spending adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.
4. Terms and Conditions of Agency Contract Apply: The terms of NASPO Master Agreement 23026, and Arizona Participating Addendum-Contract No: CTR068890 are incorporated by reference and the same terms and conditions shall be applicable to any and all purchases made by the City, except as modified below. In case of conflict the following is the order of precedence: (1) This Cooperative Purchase Contract, (2) State Participating Addendum-Contract No CTR068890, The terms of NASPO Master Agreement 23026.

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

To the City:

Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
teddy.callan@flagstaffaz.gov
Phone: 928-666-0578

To Contractor:

Ashley Salinas
Advisor Contract Management
Dell Marketing, LP
One Dell Way
Round Rock, TX 78682
a.salinas@dell.com
Phone: 512-542-1237

With a copy to:

Paul Santana
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
psantana@flagstaffaz.gov
Phone: 928-213-2842

With a copy to:

Dell_Legal_Notices@Dell.com

9. 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.

Dell Inc.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

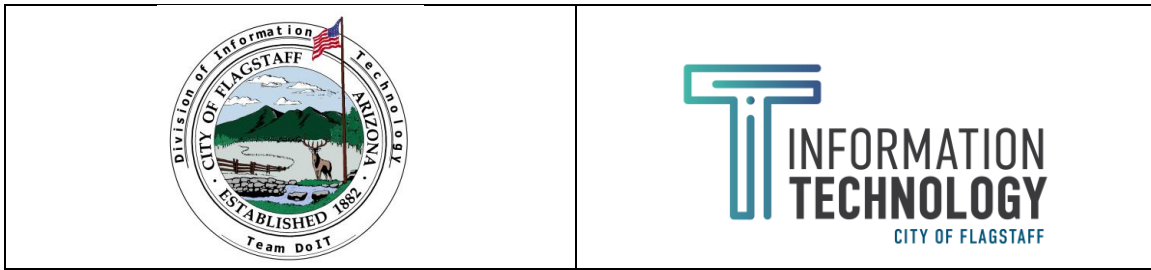
City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

EXHIBIT A - SCOPE OF WORK



To: City of Flagstaff Procurement
From: Paul Santana – Deputy IT Director
Date: April 18th, 2024
Re: Dell Cooperative Purchasing Agreement

The COF IT Division is seeking a cooperative purchasing agreement with Dell Technologies for the purchasing of end-user computing devices (laptops, docks, and personal computers) for FY24 in the total amount \$425,000, to facilitate our 4-year end user device replacement project.

This figure was generated through a careful analysis of previous year spending, which encompasses not only my Help Desk computer replacement budget, but also other Division's/Section's/Program's computer accounts. This figure represents the total amount of dollars we anticipate to spent with Dell Inc annually for these end user devices.

Thank you.

Paul Santana

Deputy IT Director


City of Flagstaff

Phone: 928.213.2842

Email: psantana@flagstaffaz.gov

Address: 211 W Aspen Ave, Flagstaff AZ, 86001


EXHIBIT B - AGENCY CONTRACT

	<p>State of Arizona Participating Addendum</p>	<p>Arizona Department of Administration State Procurement Office</p>
	<p>Contract No.: CTR068890</p>	
	<p>Description: Computer Equipment, Peripherals & Related Services</p>	

CONTRACTOR IS STRONGLY ENCOURAGED TO READ THE ENTIRE CONTRACT.

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	<h2>State of Arizona Participating Addendum</h2>	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Scope of Work and Participation

1. Purpose and Background

- 1.1. Master Agreement Name and Number: NASPO ValuePoint Master Agreement No. 23026 for Computer Equipment, Peripherals & Related Services (Band 1, Personal Computer Devices – Windows Operating Systems; Band 2, Personal Computer Devices - Non-Windows Operating Systems; Band 3, Servers and Storage)
- 1.2. Contractor: Dell Marketing L.P. (“Contractor”)
- 1.3. Participating Entity: State of Arizona
- 1.4. Purpose: The objectives of this Participating Addendum is to:
 - Obtain greater volume-based price discounts for quantity one purchases by leveraging the purchasing power of multiple states and their political subdivisions
 - Reduce contracting costs for each Participating Entity through a cooperative competitive procurement process
 - Obtain better contract terms through centralized negotiation on behalf of multiple states and their political subdivisions
 - Obtain competitive pricing for specific standard configurations through a Premium Saving Package (“PSP”) program. Participation in PSP is not required, but is encouraged.
- 1.5. Scope: This Participating Addendum covers the Computer Equipment, Peripherals & Related Services as defined in the SOW, and that is led by the State of Minnesota “Lead State”, Master Agreement number 23026 (“MA”) for use by state agencies and other entities located in the State of Arizona authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
- 1.6. Legal Authority: In accordance with Arizona Revised Statutes (A.R.S.) § 41-2632, and Arizona Administrative Code (A.A.C.) R2-7-1003, Purchasing from a Cooperative Contract, the State of Arizona establishes this contract with Contractor to provide the Materials or Services described herein.
- 1.7. Participation: This Participating Addendum covers participation of the Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Computer Equipment, Peripherals & Related Services. This Participating Addendum may be used by all State Agencies (“Eligible Agencies”) as well as members of the State of Arizona Purchasing Cooperative (“Co-Op Buyers”).
- 1.8. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on the June 30, 2025 expiration date of the Master

	<h2>State of Arizona Participating Addendum</h2>	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Agreement. If the Master Agreement exercises its option to extend for up to 36 additional months, the State, at its discretion, may request for a mutual agreement to extend for a number of months not to exceed the Master Agreement extension..

2. Primary Contacts

2.1. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

2.1.1. Contractor Primary Contact:

Name:	Ashley Salinas
Address:	One Dell Way, Round Rock, TX 78682
Telephone:	512-542-1237
Email:	A.Salinas@dell.com


2.1.2. Participating Entity Primary Contact:

Name:	Eric Bell
Address:	1802 West Jackson Street Number 100
Telephone:	602-542-5511
Email:	eric.bell@azdoa.gov

3. Participating Addendum Modifications to the Master Agreement

3.1. Participating Addendum Changes to Master Agreement:

3.1.1. This Participating Addendum incorporates the entire Master Agreement, including terms and conditions therein, as applied to the Participating Entity and Contractor, with the limitations, modifications, and additions described in this Section 3 of the Contract Scope of Work (Participating Addendum Modifications to the Master Agreement).

	<h2>State of Arizona Participating Addendum</h2>	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

3.1.2. Any limitations, modifications, or additions specified herein shall apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addenda or the Master Agreement itself.

3.2. Definitions

3.2.1. “Contract” For the purpose of this Participating Addendum, the term Contract refers to the Master Agreement, as defined therein and as modified by this Participating Addendum, and any Amendments to either the Master Agreement or the Participating Addendum.

3.3. Order of Precedence

3.3.1. The following attachments are hereby incorporated into this State of Arizona Participating Addendum (PA):

- 3.3.1.1. Attachment A, Parts 1 and 2 – Special Terms and Conditions and Uniform Terms and Conditions, collectively;
- 3.3.1.2. Attachment B – Boycott of Israel Disclosure; and
- 3.3.1.3. Attachment C – Forced Labor of Ethnic Uyghurs Ban
- 3.3.1.4. Attachment D – List of Subcontractors


3.3.2. Master Contract and Participating Addendum Order of Precedence:

- 3.3.2.1. State of Arizona Participating Addendum;
- 3.3.2.2. Master Agreement;
- 3.3.2.3. Master Agreement Solicitation including all Addenda; and
- 3.3.2.4. Contract Vendors response to the Master Agreement Solicitation.

3.4. Orders: Any Order placed by a Participating Entity, Eligible Agency, or Co-Op Buyer for a Material or Service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

3.5. [RESERVED for additional modifications to the Master Agreement, if any]

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

	<h2>State of Arizona Participating Addendum</h2>	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Dell Marketing LP

Katherine Castillo

Contractor company name
One Dell Bldg RR2W2 stop 2-2 V, Round Rock, TX 78682
Address
Austin, TX, 78682
City, State, ZIP

Signature of person authorized to sign Contract
Katherine Castillo- Paralegal Advisor
Printed name and title
Ashley Salinas- Contract Management
Contact name and title
a.salinas@dell.com
Contact email address
+17743504802
Contact phone number

CERTIFICATION: By signature in the above, Contractor certifies that it:

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order Nos. 2023-09, 2023-01, 2009-9, and A.R.S. §§ 41-1461 through 41-1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; failure to provide a valid signature affirming the stipulations required by this clause may void the Contract;
3. Has not signed the Contract with a false statement, which will void the Contract and may subject Contractor to legal penalties under law;
4. Complies with A.R.S. § 18-132 when offering electronics or information technology products, services, or maintenance;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by any federal entity, or state or local government.

CONTRACT EXECUTION BY PROCUREMENT AUTHORITY

The Contractor is now bound to sell the Materials or Services listed in the attached Contract, including all terms, conditions, and specifications as stated herein. The Contract shall henceforth be referred to as Contract No. CTR068890 with an effective date of 2/8/2024. The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives an Order or written notice to proceed from the State.

State of Arizona Contract Executed this **8th** day of **February** **2024**

John R

Authorized Procurement Officer signature



	Exhibit A – (RESERVED)	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Exhibit A – (RESERVED)

Add exhibits as necessary. Use “Section Break (Next Page)” to separate documents.

Exhibits can include any maps, timelines, pricing, catalogs, or other documents pertinent to the Contract to make this document complete and not currently detailed in the Scope of Work.

	Attachment A, Part 1: Special Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	


Attachment A, Part 1: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms: As used in the Contract, the terms listed below are defined as follows:

- 1.1 Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq.* and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.*
- 1.2 Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: <https://azdor.gov/transaction-privilege-tax-tpt>
- 1.3 Contract: For the purpose of this Participating Addendum, the term Contract refers to the Master Agreement, as defined therein and as modified by this Participating Addendum, and any Amendments to either the Master Agreement or the Participating Addendum.
- 1.4 Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.
- 1.5 Contractor: The entity identified on the State of Arizona Participating Addendum signature block who has entered into the Contract with the State.
- 1.6 Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.7 Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing an “eligible procurement unit” under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any

	Attachment A, Part 1: Special Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

nonprofit corporation as designated by the IRS under Section 501(c)(3) through 501(c)(6) of the tax code.

1.8 Eligible Agency:

1.8.1 If the Special Terms and Conditions indicate that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein.

1.8.2 If the Special Terms and Conditions indicate that the Contract is a mandatory statewide contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.

1.8.3 If the Special Terms and Conditions indicate that the Contract is a “cooperative” contract available for use by Co-Op Buyers, then “Eligible Agency” means any State of Arizona department, agency, university, commission, board, or any Co-Op Buyer.


1.9 Master Agreement: Master Agreement refers to the Master Agreement Name and Number listed in section 1.1 of the Scope of Work and Participation Section of the Participating Addendum in its entirety, including any Amendments to the Master Agreement.

1.10 Order: The instrument by which the Eligible Agency or Co-Op Buyer authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as an “Order”: “Purchase order,” “task order,” “service order,” or “job order”.

1.11 The State’s eProcurement System: The State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State’s eProcurement System–The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf

1.12 State: With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for


	Attachment A, Part 1: Special Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

a given Order, “State” means each Eligible Agency or Co-Op Buyer who has issued the Order.

- 1.13 State Indemnitees: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.14 Participating Addendum: Participating Addendum refers to this agreement, including any Exhibits, Supplements, and Attachments to this agreement, between the State and Contractor to modify the Master Agreement as described herein.
- 1.15 Work: The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretations


- 2.1 Usage. Where the Contract:
 - 2.1.1 assigns obligations to Contractor, any reference to “Contractor” is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor’s and the Subcontractor’s respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.
 - 2.1.2 uses the permissive “may” with respect to a party’s actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [Definitions]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

	Attachment A, Part 1: Special Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

- 2.1.3 uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [*Definitions*]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.
- 2.1.4 uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;
- 2.1.5 uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.1.6 uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

- 2.2.1 Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.
- 2.2.2 Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document, but not in another, is not to be considered a conflict or inconsistency.
 - 2.2.2.1 State of Arizona Participating Addendum, including all Attachments and Exhibits, in the following order:
 - 2.2.2.1.1 Special Terms and Conditions, as modified by Supplements to the Special Terms and Conditions;
 - 2.2.2.1.2 Exhibits to the Special Terms and Conditions;
 - 2.2.2.1.3 Uniform Terms and Conditions;
 - 2.2.2.1.4 Participating Addendum Scope of Work;
 - 2.2.2.1.5 Exhibits to the Participating Addendum Scope of Work;


	Attachment A, Part 1: Special Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

- 2.2.2.1.6 Participating Addendum Specifications; and
- 2.2.2.1.7 Any other documents referenced or included in the Participating Addendum.
- 2.2.2.2 Master Agreement, including all Addenda, in the order of precedence stated therein; and
- 2.2.2.3 Orders, in reverse chronological order.

3.0 Contract Administration and Operation

- 3.1 Term of Contract. The term of the Contract will commence on the date indicated in the State of Arizona Participating Addendum signature block and continue through June 30, 2025 unless canceled, terminated, or permissibly extended.
- 3.2 Contract Extensions. State may, at its discretion, request for a mutual agreement to extend the initial Contract term in increments of one (1) or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.
- 3.3 Notices and Correspondence
 - 3.3.1 To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as “Default for Type” for “General Mailing Address” in Contractor’s corresponding State’s eProcurement System Vendor Profile; and address any required notices to Contractor to the “Contact Name and Title” at the “Mailing Address” indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.
 - 3.3.2 To State. Contractor shall address all Contract correspondence other than formal notices to the email address indicated in “Contact Instructions” in the State’s eProcurement System Summary for State; and address any required notices to State via email to the Procurement Officer identified as “Purchaser” in the State’s eProcurement System and via mail to the following mailing address:

 Arizona Department of Administration
 State Procurement Office
 1802 W. Jackson, #100,
 Phoenix, AZ 85007

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3.3.3 Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

3.4 Signing of Contract Amendments. Contractor’s counter-signature (or “approval” in the State’s eProcurement System, in the case of an amendment) is not required to give effect if the Contract Amendment only covers either:

3.4.1 extension of the term of the Contract within the maximum aggregate term; or


3.4.2 modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in 3.4.1 and 3.4.2 above, both parties’ signatures (or “approval” in the State’s eProcurement System in the case of an Amendment) are required to give it effect.

3.5 Click-through Terms and Conditions. If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 Retain Records. In addition to the audit rights detailed in the Uniform Terms and Conditions, State also requires that, pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

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3.6.2 Usage Information. Additionally, any and all information (including, but not limited to, documentation or Data) related to Eligible Agency and Co-Op Buyer usage retained solely within the Contractor’s system (for example, related to punch-out or Contractor catalog sales) shall be considered public information or information that can be shared with and distributed by the State freely and for any purpose under the State’s government purpose rights detailed in Section 3 of the Uniform Terms and Conditions [Ownership of Intellectual Property]. Any modifications to this Contract notwithstanding, the State shall have free use of any and all information related to Eligible Agency or Co-Op Buyer purchasing. Upon request by the State, Contractor shall promptly provide the State with any usage information requested and shall not attempt to limit the State's use in any way.


3.6.3 Right To Audit. The retained books and records are subject to audit by State during that period. Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually endeavor to require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.4 Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State’s demand, the choice of which being at State’s discretion. The aforementioned shall be accomplished without the requirement for Contractor to implement any unreasonable additional operational processes. For the purpose of this paragraph, “reasonable times” are during normal business hours and reasonable frequency, in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Subcontract

3.7.1 Initial list. At the time of Contract execution, Contractor’s candidate Subcontractors were identified in Attachment D – List of Subcontractors. Agreeing to them being included signified Procurement Officer’s advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.7.2 Additional names. Contractor shall not enter into a Subcontract to perform Work under the Contract, without first obtaining Procurement Officer’s written consent with

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any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it. Approval of additional subcontractors shall be added to the Contract by a bilateral Contract Amendment.


3.7.3 Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.8 Orders

3.8.1 Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the Arizona Procurement Code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.


3.8.2 Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. Any Contractor terms added to quotes or otherwise unilaterally added to Eligible Agency or Co-Op Buyer Orders are null and void.

3.8.3 Orders are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and

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complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

- 3.8.4 No Minimums or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.8.5 Non-contracted Materials or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that Materials or Services not specifically awarded are under a State contract is a violation of the Contract and law.
- 3.9 Order Cancellations. State may cancel Orders after issuance but prior to Contractor's formal acknowledgement of the Order. The same method used for ordering will be used for cancellation.
 - 3.9.1.1
 - 3.9.2 State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.
 - 3.9.3 State shall be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.
- 3.10 The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.
 - 3.10.1 Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

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<https://spo.az.gov/suppliers/usage-reporting>

3.10.2 Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3.10.3 Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate prior to January 1, 2024, is one (1%) percent. Rates are set in accordance with SPO Technical Bulletin (TB) 007, available on the SPO website, which may be revised at the State’s sole discretion as part of Arizona state procurement policy. For convenience (though note that this link may change over time) TB 007 may be found here:


<https://spo.az.gov/suppliers/usage-reporting>.

Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

3.10.4 Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Quarterly Usage Reports will be submitted in accordance with program procedures 30 days after end of each calendar quarter. Quarterly Usage Reports shall be submitted via the portal provided by the State Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9 if it is not cured. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:


<https://spo.az.gov/suppliers/usage-reporting>.

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3.10.5 Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) “approving” the Order electronically in the State’s eProcurement System, which will indicate Contractor’s unqualified acceptance of the Order as-issued; or (b) “rejecting” the Order electronically in the State’s eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in the State’s eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State’s eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State’s eProcurement System and if it does so the rejection will be void.

3.10.6 Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer’s instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State’s part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor’s obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor’s refusal to do so would be a material breach of the Contract.


3.11 Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a Purchase Order in the State’s eProcurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

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- 3.11.1 By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;
- 3.11.2 By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement;
- 3.11.3 As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or
- 3.11.4 As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.12 Work on State Premises

- 3.12.1 Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State’s rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State’s grounds or in its facilities For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State’s property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
- 3.12.2 Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Subject to the Limitations of Liability, Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of

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operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

3.13 Transitions

- 3.13.1 During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State’s operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier’s Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.
- 3.13.2 Eligible Agency or Co-Op Buyer’s representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
- 3.13.3 RESERVED [for additional transition needs including, but not limited to, the transfer of any required data]

4.0 Costs and Payments

- 4.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor’s offer as agreed to in the Master Agreement and modified by this Participating Addendum.
 - 4.1.1 Details of service not explicitly stated in the Scope of Work or in Contractor’s Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

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4.1.2 Additional Charges. Any charges or fees not delineated in the Contract shall not be added, billed, or invoiced under the Contract.

4.1.3

4.2 Travel. Contractor shall request and receive written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. Eligible Agency or State shall reject any claim for travel reimbursement for which Contractor did not receive prior written approval.

4.3 Funding


No particular funding considerations apart from Uniform Terms and Conditions Sections 4.5 [Availability of Funds for the Next State Fiscal Year] and 4.6 [Availability of Funds for the Current State Fiscal Year] have been identified as of the Contract execution.

4.4 Invoicing

4.4.1 Invoices Go To Ordering Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document or by utilizing the Ordering Entity's purchasing tool/process.

4.4.2 Minimum Invoice Requirements. Every invoice shall include the following information:

- 4.4.2.1 Bill-to name and address;
- 4.4.2.2 Contractor name and contact information;
- 4.4.2.3 Remit-to address;
- 4.4.2.4 Invoice number and date;
- 4.4.2.5 State contract number;
- 4.4.2.6 Order number (APP PO number);
- 4.4.2.7 Material or Service description (itemized);
- 4.4.2.8 Date(s) Services were performed or Materials were delivered;
- 4.4.2.9 Applicable payment terms;
- 4.4.2.10 Quantity delivered or performed;

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- 4.4.2.11 Line item unit of measure;
- 4.4.2.12 Item price;
- 4.4.2.13 Extended pricing;
- 4.4.2.14 Receipt for pass-through expenses (if applicable);
- 4.4.2.15 Taxes (as a separate invoice line item), including the percentage used to calculate taxes;
- 4.4.2.16 Mailing fees (if applicable); and
- 4.4.2.17 Total invoice amount due.


4.4.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- 4.4.3.1 Materials or Services that have not been authorized on an acknowledged Order;
- 4.4.3.2 Expediting, overtime, premiums, or upcharges absent State’s express prior approval; or
- 4.4.3.3 Materials or Services that are the subject of a Contract Amendment that has not been fully signed by the Procurement Officer.

4.4.4 Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor’s authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.


4.4.5 Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor.

- 4.4.5.1 The ordering Eligible Agency or Co-Op Buyer shall notify the Contractor within five (5) business days after receipt if it determines an invoice to be materially defective.
- 4.4.5.2 Invoices will be deemed materially defective if they: are sent to an incorrect address, do not reference the correct State contract and Purchase Order number, or are payable to any Person other than the Contractor.
- 4.4.5.3 The ordering Eligible Agency or Co-Op Buyer shall have no obligation to pay against a materially defective invoice unless and until Contractor has re-submitted it free of defects.

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4.5 Payments

- 4.5.1 **Payment Deadline.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State’s eProcurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.
- 4.5.2 **Payments Only To Contractor.** Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to Section 5.1 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier the Contract was awarded to within the eProcurement System.
- 4.5.3 **Payment.** The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions.
- 4.5.4 **Joint Checks or Direct Pay.** Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor’s requested payment is owed.
- 4.5.5 **Recovery of Overpayment.** If applicable, Eligible Agency or Co-Op Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and, may deduct the overpaid amount from amounts then or thereafter due to Contractor.
- 4.5.6 **Purchasing Card.** Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor.

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Unless otherwise stated in the Contract, there will be no additional fees or increase in prices associated with this method of payment.

4.5.7 Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/publications/forms>.

4.6 Applicable Taxes


4.6.1 Contractor To Pay All Taxes. State is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor’s responsibility (as seller) to remit. Contractor’s failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless clearly stated otherwise in the Contract or Pricing Document, all prices therein are exclusive of Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.6.2 Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers’ compensation insurance.

5.0 Contract Changes

5.1 Assignment and Delegation

5.1.1 In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer’s prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor’s proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be

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given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.


- 5.1.2 In Part. Subject to Special Terms and Conditions sections 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer’s written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State’s rights or remedies under the Contract or state law.

6.0 Risk and Liability

- 6.1 Risk of Loss. Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 General Contractor Indemnification and Insurance Requirements

- 6.2.1 Contractor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all third-party claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such


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Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona. Contractor's duty to defend and indemnify under the Contract is contingent upon Indemnitee: (i) sending prompt written notice of the Claim to Contractor and taking reasonable steps to mitigate damages; (ii) granting Contractor the sole right to control the defense and resolution of the Claim; and (iii) cooperating with Contractor in the defense and resolution of the Claim and in mitigating any damages.

6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.2.3 Insurance Requirements: Supplement A to the Special Terms and Conditions: Contractor Insurance Requirements is incorporated herein as part of the Special Terms and Conditions.

6.3 Patent and Copyright Indemnification. *[CONTRACTOR/VENDOR (NOT PUBLIC AGENCY)]*. With respect to Materials or Services provided by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright,

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or trade secret by the Materials and the Services (“IP Claim”) by paying by paying: (a) the resulting costs and damages finally awarded against State Indemnitees by a court of competent jurisdiction to the extent that such are the result of the third party IP Claim; or (b) the amounts stated in a written settlement negotiated and approved by Contractor. With respect to the defense and payment of claims under this subparagraph:

- 6.3.1 State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- 6.3.2 Contractor, with reasonable consultation from State, shall have sole control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise, provided that resolution does not require monetary payment or admission of fault/liability by State without its prior consent .
- 6.3.3 State may elect to participate in such action at its own expense; and
- 6.3.4 State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

7.0 If Contractor is a public agency, this section 6.3 does not apply **Warranties**

7.1 Warranties and Requirements Related to Information Technology. Addendum B: Warranties and Requirements Related to Arizona Information Technology Statewide Policies, Standards, and Procedures is incorporated herein as part of the Special Terms and Conditions.

7.2 [FOR ADDITIONAL, CONTRACT-SPECIFIC WARRANTIES, if any]

8.0 State’s Contractual Remedies [RESERVED]


9.0 Contract Termination [RESERVED]

10.0 Contract Claims [RESERVED]


11.0 Arbitration [RESERVED]

12.0 General Provisions for Materials

12.1 Applicability. Section 12 applies to the extent the Work is or includes Materials.


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- 12.2 Off-Contract Materials. Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for items not included in the scope of the Contract (and for which no price or compensation has been established contractually) or specifically excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 12.17 or cancel any such Order under subparagraph 12.18, in either case being without obligation and at Contractor’s expense.
- 12.3 Compensation for Late Deliveries. Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them. If late deliveries have been specifically addressed in the Contract, the Contract shall take precedence over any such Contractor policies.
- 12.4 Indicate Shipping Costs on Order. Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).
- 12.5 Current Products. Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract. Maintain Comprehensive Selection. Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Contract for ordering by Eligible Agencies, and Co-Op Buyers, if applicable.
- 12.6 Forced Substitutes. The Contractor shall not provide forced substitutions under the Contract; Contractor shall obtain State’s prior written consent before making any discretionary substitution for any product covered by the Contract.
- 12.7 Recalls. In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, “recalls”

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hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684, with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State’s part, other than to permit removal of installed products, retrieve stored products, and take any other reasonably necessary actions, to implement the recall.

- 12.8 Delivery Time. Unless stated otherwise in the Purchase Order, Contractor shall make delivery within 3-5 days after receiving each Order. Expedited shipping is not included in standard pricing.
- 12.9 Delivery Locations. Contractor shall offer deliveries to every location served under the scope of the Contract, specifically
 - 12.9.1 if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
 - 12.9.2 if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency’s location in Arizona;
 - 12.9.3 if the Contract is for cooperative use, but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
 - 12.9.4 if the Contract is for unrestricted mandatory statewide and cooperative use, then:
 - 12.9.4.1 Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
 - 12.9.4.2 if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
 - 12.9.4.3 if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.
- 12.10 Conditions at Delivery Location. If Contractor is delivering products or services, then Contractor shall verify receiving hours and conditions (e.g. height/weight restrictions,

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access control, etc.) with the relevant Eligible Agency or Co-Op Buyer for the receiving site before scheduling or making a delivery. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State shall not pay extra charges for wait time, comebacks, or the like, nor excuse late deliveries if Contractor has failed to comply with this section.

- 12.11 **Materials Acceptance.** State has the right to accept Materials subject to a complete inspection on delivery and installation, if installation is Contractor’s responsibility. State may require acceptance criteria, including, but not limited to, conformity to the Contract, workmanship, and quality under the Contract or for a specific Order. Contractor shall remove any rejected Materials from the delivery location, or from any area to which it might have been reasonably necessary to move it, and subsequently deliver an equal quantity of conforming items within a timeframe mutually agreed upon with the Eligible Agency or Co-Op Buyer. State shall not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement. Materials will be deemed accepted after 31st day after delivery of Product or completion of Services
- 12.12 **Correcting Defects.** Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.
- 12.13 Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
- 12.14 If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under the Contract, including but not limited to, paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

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12.15 Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State’s discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State’s part.

12.16 Returns. State may, with approval from Contractor, return for credit, any delivered Materials unused in the original packaging within thirty (30) days after receipt, regardless of acceptance. If approved, you will receive a credit return authorization (CRA) number from Dell. CRA shall not be unreasonably withheld. Any product returned to Dell without a CRA number from Dell will be considered an unauthorized return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you. Your refund or credit may be reduced by the cost of shipping and handling fees, any applicable restocking fees (described later in this policy), or both. If State elects to return delivered Materials, then State shall pay delivery costs to return the products to the place from which Contractor shipped them. However, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for any costs associated with returning the Materials and may ,after reasonable notice to the Contractor offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions, or take any other appropriate actions under the Contract. Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment. Ship your return in time for us to receive it within 30 days of authorization or your refund or credit may be reduced or eliminated. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product. All returns must be made in the same country in which the purchase was made.

12.16.1 Exclusions: You cannot return software at any time, unless the software you are authorized to return is:

12.16.1.1 An operating system or application that Dell installed on a returnable product that you are returning within that product’s return period.


12.16.1.2 Software on physical media such as a DVD or CD that you have not opened or removed from its sealed package.

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- 12.16.1.3 Software delivered electronically for which you have not accepted the license agreement or other applicable terms.
- 12.16.2 Products that are not eligible for return at any time include:
 - 12.16.2.1 APEX, servers, data storage, data protection, converged infrastructure, hyperconverged infrastructure, and networking products
 - 12.16.2.2 Dell Wyse™ and Wyse-branded products
 - 12.16.2.3 Non-Dell-branded hardware and software products
 - 12.16.2.4 Customized products
 - 12.16.2.5 Volume licenses:
 - 12.16.2.6 Unless you have specifically agreed otherwise in your written agreement with Contractor, there is no right of return for software purchased under any type of volume license arrangement.
- 12.16.3 Contractor reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale, or other impermissible activity.
- 12.16.4 Re-stocking Fees: For returns initiated within the time period specified in this policy (meaning not initiated outside the 30 day return window), Contractor will provide return shipping labels at no cost to you and not charge a re-stocking fee if:
 - 12.16.4.1 the product you are returning is defective..
 - 12.16.4.2 you have to return a product because Dell made an error.
 - 12.16.4.3 you are a consumer who purchased for personal use.

For all other permitted returns, Contractor may charge a re-stocking fee of 15% of the actual price you paid for the product. That price does not include shipping and handling or sales tax. Typically, we deduct any re-stocking fee from the amount of your refund or credit.


- 12.16.5 After you get a credit return authorization (CRA) number from Dell:
 - 12.16.5.1 All products should be in as-new condition. In particular, review “A note about operating systems” at the end of this policy.

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- 12.16.5.2 Back up any data you might have stored on your product and then delete it.
- 12.16.5.3 Remove all confidential, proprietary, and personal information.
- 12.16.5.4 Also remove any media such as flash drives, CDs, or PC cards and any cables or port devices that did not come with the product you are returning.
- 12.16.5.5 Ship all products that you are returning to Contractor, and for which you received a CRA number, within 30 days of the date that Contractor authorizes your return.
- 12.16.5.6 Return all products, along with all media, documentation, and other items that Contractor included in your original shipment, in their original packaging.
- 12.16.5.7 If you are returning a TV, you must return it in the original packaging. This includes the box and protective cushioning. If you do not have the original packaging, you must provide your own packaging that is equal to or better than the structural and cushion protection of the original packaging.
- 12.16.5.8 If you are a commercial customer, you must ship the products at your expense. If you do not insure the shipment, you accept the risk of loss or damage during shipment.
- 12.16.5.9 Remember that for partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- 12.16.5.10 Also remember that Contractor is not responsible for any confidential, proprietary, or personal information you leave on a returned product. We also are not responsible for lost or corrupted data, or for any damaged or lost removable media or devices you might include with your return.

12.16.6 Notes

- 12.16.6.1 Operating Systems: Systems configured with an Intel® 8th-generation or later CPU are designed to run optimally with the Microsoft Windows 11 operating system. Removing the factory-installed operating system to run a non-Windows 11 operating system (such as Windows XP or Windows 10) may make the product ineligible for return to Dell for a refund. It also can

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cause system instability and performance issues that your warranty, support, or service agreements may not cover.


12.16.6.2 Promotional Items: Refunds or credits for a product you purchased in a bundle or during a promotion can get a little complicated. Depending on the promotion, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item.

12.17 Product Safety. Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance. Contractor shall only deliver Materials that are already safe and compliant with the warranties in the Contract Terms and Conditions.


12.18 Hazardous Materials. Contractor shall timely provide State with any “Safety Data Sheets” (SDS) and any other hazard communication documentation required under the United States Department of Labor’s Occupational Safety and Health Administration (OSHA) “Hazard Communication Standard” (often referred to as the “HazCom 2012 Final Rule”) that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as “Material Safety Data Sheets” or “Product Safety Data Sheets”, but State (and this Contract) use only the more up-to-date “SDS” reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor’s responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with “hazardous material” being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

13.0 General Provisions for Services

13.1 Applicability. Article 13 applies to the extent the Work is or includes Services.

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- 13.2 Comprehensive Services. Contractor shall provide the comprehensive range of Services for which a price is established in the Contract for ordering by Eligible Agencies and Co-Op Buyers.
- 13.3 Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor’s request or proposal in response to State’s request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.
- 13.4 Off-Contract Services. Contractor shall ensure that the ordering process for the Services prevents Orders for Services not included in the scope of the Contract (and for which no price or compensation has been established in the Contract) or Services explicitly excluded from the Contract. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded ordering of Services, and endeavors to prevent such Orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation.
- 13.5 Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion, and without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State’s facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace removed personnel with other personnel that have equivalent qualifications, experience, and capabilities.
- 13.6 Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State shall not relieve

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Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities. Requirements at Location of Services


13.6.1 Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order. Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.

13.6.2 If performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities (including but not limited to prisons) where prior clearances are required, Contractor shall contact the facility directly in advance of performing the Services to confirm its current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State shall not pay any additional fees (including but not limited to service charges) or excuse late performance, if Contractor has failed to comply with these requirements.

13.7 Acceptance of Services. State has the right to accept Services subject to acceptance criteria. State may apply acceptance criteria to the Contract or a specific Order, which may include, but are not limited to, accuracy, completeness, conformance to requirements, or quality. State shall not pay Contractor for unaccepted Services, and State may, at its discretion, withhold or make partial payment for any rejected Services, while Contractor is in the process of re-performing or otherwise curing the grounds for State’s rejection.

13.8 Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, and in addition to any other rights and remedies available under the Contract, if Contractor fails to perform any material portion of the Services including, but not limited to, failure to complete any contractual deliverable or failure to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

13.8.1 Contractor shall provide State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

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13.8.2 State may demand to review and approve Contractor’s analysis and plans, and Contractor shall make any and all reasonable corrections State instructs and adopt State’s recommendations, including any measures State determines to be necessary for employee or public safety, or the protection of property or the environment.

13.8.3 Contractor shall take the necessary action(s) to avoid any like failures in the future.

14.0 Data and Information Handling


14.1 Applicability. Article 14 applies to the extent the Work includes handling of any (1) State’s proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State’s behest.

14.2 Data Protection and Confidentiality of Information. Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State’s proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State’s confidential information. To comply with the foregoing warrant:

14.2.1 Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

14.2.2 Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person’s individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State’s designated representative.

14.3 Personally Identifiable Information. If applicable, without limiting the generality of paragraph 14.2, Contractor warrants that it will protect any personally identifiable information (“PII”)

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belonging to State’s employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

14.3.1 PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

14.3.2 “protect” means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.


NOTE (1): For convenience of reference only, the OMB memorandum is available at: <https://dpcl.d.defense.gov/Privacy/Authorities-and-Guidance/>

NOTE (2): For convenience of reference only, the GSA directive is available at: [https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-\(pii\)-](https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-)

14.4 Protected Health Information. If applicable, Contractor warrants that, to the extent performance under Contract involves individually identifiable health information (referred to hereinafter as protected health information (“PHI”) and electronic PHI (“ePHI”) as defined in the Privacy Rule referred to below), it:

14.4.1 is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the “Privacy Rule” in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (c) State’s current and published PHI/ePHI privacy and security policies and procedures;

14.4.2 where applicable to the transaction and required by law, Contractor will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and

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14.4.3 will sign any documents, upon mutual agreement, that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular “Business Associate Agreements” in accordance with the Privacy Rule.

15.0 NOTE: For convenience of reference only, the Privacy Rule is available at: <http://www.hhs.gov/hipaa/for-professionals/privacy/index.html> Information Technology Work


15.1 Applicability. Article 15 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101(6) "...all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.

15.2 Background Checks. Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710, Eligible Agency, or Co-Op Buyer. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security

15.3 Information Access

15.3.1 System Measures. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State’s proprietary data or confidential information.

15.3.2 Individual Measures. If identified in a Statement of Work issued under this Contract, Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State Issued access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall, on request, provide a

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current register of the State Issued access IDs and passwords and corresponding access levels currently assigned to its personnel.

15.3.3 Access Control. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

15.4 Pass-Through Indemnity


15.4.1 Indemnity from Third Party. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a “Pass-Through Indemnity”) and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

15.4.2 Notification of Claims. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

15.4.3 State reserves the right to elect to participate in the action at its own expense;

15.4.4 State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

15.4.5 State shall in any case cooperate in the defense and any related settlement negotiations.

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15.5 Systems and Controls. In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party’s intellectual property rights.


15.6 Redress of Infringement

15.6.1 Replace, License, or Modify. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party’s intellectual property rights, then Contractor may, at its sole cost and expense and in consultation with State, either:

- 15.6.1.1 replace any infringing items with non-infringing ones;
- 15.6.1.2 obtain for State the right to continue using the infringing items; or
- 15.6.1.3 modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.

15.6.2 Cancellation Option. In every case under 15.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable contractor will refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables, or Software. Exceptions. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- 15.6.2.1 modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- 15.6.2.2 operation of Materials with any operating software other than that supplied by Contractor;
- 15.6.2.3 Contractor's compliance with Indemnified Party’s written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Indemnified Party or
- 15.6.2.4 combination or use with other third party products.

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15.7 First Party Liability Limitation

15.7.1 Limit. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State’s and Contractor’s respective first party liability arising from or related to the Contract is limited to three (3) times the purchase price of the specific Materials or Services giving rise to the claim subject to a fixed cap of USD \$5M (five million US dollars).


15.7.2 Provisos. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:

- 15.7.2.1 Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.2;
- 15.7.2.2 claim against which Contractor has indemnified State Indemnitees under paragraph 6.3; or
- 15.7.2.3 provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

15.7.3 Purchase Price Determination. If the Contract is for a single-agency and a single Order (or if no Order applies), then “purchase price” in Subparagraph 15.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all other cases, “purchase price” above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

15.8 No Effect on Insurance. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured’s ability to claim against any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not. Information Technology Warranty

15.8.1 Specified Design. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality

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material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- 15.8.1.1 modified or altered by anyone not authorized by Contractor to do so;
- 15.8.1.2 maintained in a way inconsistent to any applicable manufacturer recommendations; or


15.8.2 operated in a manner not within its intended use or environment.COTS Software. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- 15.8.2.1 to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- 15.8.2.2 the Contractor warrants that it will not knowingly deliver COTS software that contains viruses, backdoors, worms, spyware.it will provide a new or clean install of any COTS software that contains harmful code.

15.8.3 Payment has no Effect. The warranties in this paragraph are not affected by State’s inspection, testing, or payment.

15.9 Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, State’s remedy for breach of warranty under paragraph 15.8 includes, at State’s discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor’s payment of State’s additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 15.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

15.10 Section 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §18-131 and §18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and

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members of the public who are not individuals with disabilities. Notwithstanding the aforementioned, the following should be understood that Contractor defers compliance to the manufacturer of any COTS purchased.


15.11 Cloud Applications. The following are required for Contractor of any cloud solution that hosts State data outside of the State’s network or transmits and/or receives State data.

15.11.1 Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://azdohs.gov/information-security-policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

15.11.2 Upon request, Contractor must submit a copy of system logs from the cloud system to the State of Arizona security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

15.11.3 Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

16.0 Agency Specific Terms and Conditions: (Add as needed or required.)

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Supplement A - Contractor Insurance Requirements

Insurance Requirements


1.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all third-party claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. Contractor’s duty to defend and indemnify under the Contract is contingent upon Indemnatee: (i) sending prompt written notice of the Claim to Contractor and taking reasonable steps to mitigate damages; (ii) granting Contractor the sole right to control the defense and resolution of the Claim; and (iii) cooperating with Contractor in the defense and resolution of the Claim and in mitigating any damages.

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

1.2 Insurance Requirements

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

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

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form


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

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

- a. The policy shall include, as required by this written agreement, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to insurable liability assumed by the Contractor under this Agreement.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles

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used in the performance of this Contract.


- Combined Single Limit (CSL) \$1,000,000
 - a. Policy shall include, as required by this written agreement, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 - b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).


1.6 Acceptability of Insurers

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

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 1.7.1 All such certificates of insurance and policy endorsements, if applicable, must be received by the State before work commences. The State's receipt of any certificates of insurance

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that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract..

1.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance.

1.8 Subcontractors

Contractor’s shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and customary in the relevant industry The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have coverage.

1.9 Approval and Modifications


The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Supplement B - Warranties and Requirements Related to Arizona Information Technology Statewide Policies, Standards, and Procedures

1. Security Standards

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- 1.1. Security of the State’s systems and data are of **utmost** importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall reasonably comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.
- 1.2. Contractor shall reasonably follow the correct, current version of these policies, standards, and procedures. The current website for some of these policies, standards, and procedures is: [Information Technology Policies, Standards and Procedures](#). Note that all links in this Supplement are provided for convenience only.
- 1.3. For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.

2. Security Framework

- 2.1. The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF) and NIST SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>.
- 2.2. The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona data with external, non-State of Arizona, entities. The Arizona Risk and Authorization Management Program (AZRamp) was developed to ensure State and contractors meet these requirements. If required, all Contractors must successfully complete the AZRamp risk assessment based upon the data classification involved as determined by the data owner and Arizona Strategic Enterprise Technology (ASET) Department. Failure to successfully complete AZRamp assessment will be deemed as breach of contract.
- 2.3. In the State’s sole discretion, the State may also accept current FedRamp and StateRamp certifications as evidence that the Contractor has met the State’s risk assessment requirements.
- 2.4. Other forms of CyberSecurity Frameworks (CSF), Trust Documents, Self Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed as part of the State’s risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State’s risk assessment requirements.

3. Additional Security Requirements

- 3.1. Contractor shall reasonably comply with all security requirements requested by the State.

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3.2. If an Arizona Risk and Authorization Management Program (AZRamp) is required, it will generally follow these steps, each of which shall be completed by the Contractor upon request by the State:

3.2.1. Contractor shall submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet with its Offer. The Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://azdohs.gov/file/4357>, and reasonably mitigate gaps or install compensating controls for any issues of concern identified by State that directly effect the Services provided.

3.2.2. Contractor shall provide Information Security documentation for the AZRamp assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.

3.2.3. Note regarding the confidential treatment of Contractor information:

3.2.3.1. The State of Arizona seeks a partnership with our supporting vendors, therefore, Non-Disclosure Agreements (NDA) for release to review submitted SSP's, WISP 's, or written IT policies will not be considered.

3.2.3.2. Submitted SSP's, WISP's, or written IT policies are deleted and not retained after AZRamp Authorization is granted.


3.2.3.3. Procedures for submission of documents considered confidential or proprietary are identified within this RFP.

3.2.3.4. Special secure transfer of documents related to this AZRamp review process may be made by contacting: AsetAssurance@azdoa.gov to make special arrangements for the transfer of these documents.


3.2.4. If applicable, Contractor shall complete and submit an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (BAA).

3.2.5. All contracts are contingent on the successful completion of the AZRamp 125 Low Impact (public information) or the AZRamp 325 Moderate (Confidential, PII, or PHI) Impact Control spreadsheet titled "Arizona Infrastructure Security Controls 2017 (Excel)," to be determined by the Enterprise Security, Privacy & Risk Compliance team. Low (Column E) and Moderate (Column F) Impact controls spreadsheet can be located here: <https://azdohs.gov/file/4356>.


3.3. Upon request, Contractor shall submit copies of system logs from Contractor's environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

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- 3.4. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):
- 3.4.1. State of Arizona statewide policies, standards and procedures: <https://azdohs.gov/information-technology-it-policies-standards-and-procedures>;
 - 3.4.2. Federal Information Security Modernization Act of 2014 (FISMA): <https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma>;
 - 3.4.3. OMB Circular A-130: <https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource>;
 - 3.4.4. National Cyber Strategy of the United States of America: <https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure>;
 - 3.4.5. Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): <https://www.hhs.gov/hipaa/index.html>;
 - 3.4.6. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075): <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
 - 3.4.7. Criminal Justice Information Services Security Policy (CJIS): <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>;
 - 3.4.8. Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E): <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf>;
 - 3.4.9. A.R.S. Title 41, Chapter 41. Arizona Department of Homeland Security;
 - 3.4.10. A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency: <https://www.azleg.gov/arsDetail/?title=18>;
 - 3.4.11. A.R.S. §18-105 - Statewide Information Security and Privacy Office (SISPO): <https://www.azleg.gov/viewdocument/?docName=http%3A/www.azleg.gov/ars/18/00105.htm>;
 - 3.4.12. A.R.S. §18-551 - Definitions Information Security Including PII: <https://www.azleg.gov/ars/18/00551.htm>;
 - 3.4.13. A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: <https://www.azleg.gov/ars/18/00552.htm>;


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- 3.4.14. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats: <https://aset.az.gov/node/192>;
- 3.4.15. SIPC Memorandum of Understanding (MOU): <https://www.sipc.org/about-sipc/>;
- 3.4.16. State Environmental policies: <https://azdeq.gov/LawsAndRules>;
- 3.4.17. Family Education Rights Privacy Act (FERPA): <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn>;
- 3.4.18. Driver’s Privacy Protection Act (DPPA): <https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>;
- 3.4.19. Incident Response Reporting program and system: https://aset.az.gov/sites/default/files/P8240%20Incident%20Response%20Planning_Sept2018_0.pdf;
- 3.4.20. Privacy Incident Reporting policy and standards: <https://aset.az.gov/sites/default/files/STANDARD%208240%20INCIDENT%20RESPONSE%20PLANNING.pdf>;
- 3.4.21. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules <https://azlibrary.gov/arm/policies>; and
- 3.4.22. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: <https://www.pcisecuritystandards.org>.

	Attachment A, Part 2: State of Arizona Uniform Terms and Conditions	Arizona Department of Administration State Procurement Office
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Attachment A, Part 2: Uniform Terms and Conditions 10.4


1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
 - 1.2. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4. "Contractor" means any person who has a Contract with the State.
 - 1.5. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 1.6. "Days" means calendar days unless otherwise specified.
 - 1.7. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
 - 1.8. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.9. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.10. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.11. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

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- 1.12. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.14. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.
- 1.15. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation


- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits; then
 - 2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.

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- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation


- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract, . All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

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- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State’s eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor’s work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State’s or other suppliers’ performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 3.9. Ownership of Intellectual Property
 - 3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor’s administrative communications and records relating to the Contract, are considered work product and Contractor’s property, provided that, State has Government Purpose Rights to that work product that consist of reports, analyses, scripts, code or other work results that Contractor delivers to the State within the framework of fulfilling obligations under this Contract (“Deliverables”) as and when it was delivered to State.
 - 3.9.2. “Government Purpose Rights” are:


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- 3.9.2.1. the, irrevocable, royalty free, non-exclusive, non-transferable right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party (without the right to sublicense);
- 3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and
- 3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- 3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.
- 3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
 - 3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
 - 3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
 - 3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.
- 3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the

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Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

- 3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.
- 3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.
- 3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15. Certifications Required by State Law.
 - 3.15.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
 - 3.15.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

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4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. (“free on board”) Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4. Applicable Taxes
 - 4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.
 - 4.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.
- 4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
 - 4.6.1. Accept a decrease in price offered by the Contractor;

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- 4.6.2. Cancel the Contract; or
- 4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor’s proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible

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property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority,

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and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

- 6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.


6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties


7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;

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- 7.2.2. Equipment. Contractor warrants that Equipment, and Equipment upgrades installed into Equipment, when purchased from Contractor and operated with normal usage and regular recommended service, shall be free from material defects in materials and workmanship, and perform substantially in accordance with the then- current, generally available, written user manuals and online help and guides (collectively "Documentation") provided by Contractor for Equipment until the expiration of the warranty period. Unless otherwise noted by Contractor , the warranty coverage for the microcode, firmware or operating system software that enables Equipment to perform as described in its Documentation shall be no less than that which applies to such Equipment.;
- 7.2.3. Software. Contractor warrants that Software will substantially conform to the applicable Documentation for such Software and that any physical media provided by Contractor will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. Contract Vendor does not warrant that the operation of Software shall be uninterrupted or error free, that all defects can be corrected, or that Software meets Purchasing Entity's requirements.
- 7.2.4. The warranty period for Products shall be one year. Equipment warranty commences upon Delivery. Software warranty commences upon Delivery of the media or the date Purchasing Entity is notified of electronic availability, as applicable. Equipment upgrades are warranted from Delivery until the end of the warranty period for the Equipment into which such upgrades are installed.
- 7.2.5. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.6. Adequately contained, packaged, and marked as the Contract may require; and
- 7.2.7. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.2.8. Any warranty, damages or indemnity claims against Contractor in relation to Third Party Products are expressly excluded
- 7.2.9. Exclusions. Warranty does not cover problems that arise from (i) accident or neglect by Purchasing Entity or any third party; (ii) any third party items or services with which the Product is used or other causes beyond Contractor's control; (iii) installation, operation or use not in accordance with Contractor's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than Contractor or its authorized representatives; or (vi) in case of Equipment only, causes not attributable to

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normal wear and tear. Contractor has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the installation site without Contractor’s consent or whose original identification marks have been altered or removed.

7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;


7.3.1.2. Conform to or perform in a manner consistent with current industry standards; and

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State’s explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.


7.5. Contractor Personnel. If applicable, Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State’s authorized representatives upon request.

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State’s website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state

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statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

- 7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor’s duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10. Performance in Public Health Emergency. Contractor warrants that it will:
 - 7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.10.1.1. Identification of response personnel by name;
 - 7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 7.10.2. Provide a copy of its current plan to State within three (3) business days after State’s written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
 - 7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.
 - 7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

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7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.


7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

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7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.


8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services,

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	Description: Computer Equipment, Peripherals & Related Services	

the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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


9. Contract Termination

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

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

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

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all

	Attachment A, Part 2: State of Arizona Uniform Terms and Conditions	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5. Termination for Default.

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

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

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


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

10. Contract Claims

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

11. Arbitration


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

	Attachment D – List of Subcontractors	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Attachment D: List of Subcontractors

State may demand additional information about proposed Subcontractors as a precondition of Award.

No.	Name and contact information	Small business	Work to be performed and QA/QC measures	%
1.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
2.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
3.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
4.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
5.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
6.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
7.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
8.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
9.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X

	<h2>Attachment B: Participation in Boycott of Israel</h2>	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Attachment B: Participation in Boycott of Israel

Please note that if **any** of the following apply to this Contract, then the Contractor **shall** select the “Exempt Contract or Contractor” option below:

- The Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. §35-393:

1. “Boycott” means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. “Company” means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. “Public entity” means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. § 35-393 et seq., all Contractors must select one of the following:

- The Contractor does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 et seq. I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317.
- The Contractor does participate in a boycott of Israel as described in A.R.S. § 35-393 et seq.

Exempt Contract, or Contractor.

Indicate which of the following statement(s) applies to this Contract:

- Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Dell Marketing, L.P.

Contractor Name

One Dell Way


Address

Abhinandan.Tiwari Digitally signed by Abhinandan.Tiwari
Date: 2024.02.08 00:56:40 +05'30'

Signature of Person Authorized to Sign

Abhinandan Tiwari

Printed Name

	Attachment B: Participation in Boycott of Israel	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

ROUND ROCK TX

78682


Senior Analyst, Sales Operations

City

State

Zip

Title

	Attachment C: Forced Labor of Ethnic Uyghurs Ban	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Attachment C: Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Contractor shall select the “Exempt Contractor” option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

- The Contractor does not use, and agrees not to use during the term of the contract, any of the following:
- Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - 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.

The Contractor does use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

Exempt Contractor: Select all statements that apply to the Contractor:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; and/or
- Contractor is a non-profit organization.

Dell Marketing LP

Contractor Name

One Dell Way,


Address

Abhinandan Tiwari

Signature of person authorized to sign

Abhinandan Tiwari, Senior Analyst

Printed name and title

	Attachment C: Forced Labor of Ethnic Uyghurs Ban	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

ROUND ROCK, TX, 78682


City, State, ZIP

A.Salinas@dell.com

Contact email address

512-542-1237

Contact phone number

	Attachment D – List of Subcontractors	Arizona Department of Administration State Procurement Office
	Contract No.: CTR068890	
	Description: Computer Equipment, Peripherals & Related Services	

Attachment D: List of Subcontractors

State may demand additional information about proposed Subcontractors as a precondition of Award.

No.	Name and contact information	Small business	Work to be performed and QA/QC measures	%
1.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
2.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
3.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
4.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
5.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
6.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
7.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
8.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X
9.	[Name] [Contact information]	Yes or No	[Work to be performed] [QA/QC measures]	X

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Amy Hagin, Assistant Parks and Recreation Director
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Morning Dew Landscaping, Inc. for the Cleo Murdoch Neighborhood Park Construction for Phase One in the amount of \$344,169.00 through CDBG Project 417C-22

STAFF RECOMMENDED ACTION:

1. Approve contract with Morning Dew Landscaping, Inc. in the total amount of \$344,169.00 to construct phase one of the Cleo Murdoch Neighborhood Park; and
2. Authorize the City Manager to execute the necessary documents

Executive Summary:

Approval of this contract will allow for Phase One of the Cleo Murdoch Neighborhood Park to be developed inclusive of the sitting area adjacent to the Murdoch Center in the Southside Neighborhood. Phase One is inclusive of 1,800 square feet of turf, new irrigation, accessible walkways, pavers, and a block storage structure.

Financial Impact:

Project Name: Cleo Murdoch Neighborhood Park
Cost: \$344,169.00
Account Number Budgeted: GL 021-05-108-6109-4-4290
FY2024-25 Budgeted Amount: \$344,193
Grant Funded: Yes
Funding Source: CDBG

Policy Impact:

None

Previous Council Decision or Community Discussion:

Yes, a previous Council decision to award the Community Development Block Grant funds to this neighborhood park development through the Program Year 2022 Annual Action Plan.

Options and Alternatives to Recommended Action:

1. Consider and approve a contract with Morning Dew Landscaping, Inc. in the total amount of \$344,169.00 to construction phase one of the Cleo Murdoch Neighborhood Park; or
2. Provide different direction to staff on securing contractual construction services

Background and History:

The project was approved in the CDBG funds allocated and identified for Cleo Murdoch Neighborhood Park

for park creation and improvements through the Program Year 2022 Annual Action Plan. The Phase One improvements will create the new park.

The City of Flagstaff (COF) Procurement representative worked with the Coconino County Procurement Director to find an agency contract for the COF to utilize for services. Coconino County Flood District has a Job Order Contract (JOC) with Morning Dew Landscaping Inc that also includes the ability to use grant funding for the projects. JOC 2023-105 through the Coconino County Flood District will be used as a piggyback cooperative contract to achieve the project end results.

Connection to PBB Priorities and Objectives:

Livable Community, Inclusive & Engaged Community

Connection to Regional Plan:

LU.6, LU.11, LU.13, NH.1, REC.1

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Connection to Division Specific Plan:

Creation of this neighborhood park will bring a new public park to the Southside neighborhood, which was an important component included in the Southside Community Plan.

Attachments: [Cooperative Purchase Contract](#)

COOPERATIVE PURCHASE CONTRACT

Contract No. 2024-165

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Morning Dew Landscaping, Inc., an Arizona C Corporation ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of landscaping and maintenance services;
- B. The Coconino County Flood Control District of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Qualifications Solicitation No. 2023-105 that resulted in Contract No. 2023-105 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:

CLOE MURDOCH NEIGHBORHOOD PARK

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. Compensation: The City will pay Contractor for satisfactory performance of the Contract in an amount not to exceed **THREE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS AND ZERO CENTS (\$344,169.00)**, including fees and taxes, made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the total amount of the Contract as amended is less than \$100,000; otherwise, City Council approval is required.
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. Grant Provisions: Contractor shall meet the requirements of the U.S. Department of Housing and Urban Development, Community Development Block Grant, B22-MC-04-0510, CFDA Number 14.218, attached as Exhibit C.
6. 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.
7. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
8. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.
9. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Amy Hagin
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
ahagin@flagstaffaz.gov
Phone: 928-213-2164

With a copy to:

Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov
Phone: 928-213-2276

To Contractor:

Chris Lloyd
Morning Dew Landscaping, Inc.
2684 E. Huntington Dr.
Flagstaff, AZ 86004
chris@morningdewlandscaping.com
Phone: 928-606-4988

With a copy to:

Kristine Pavlick
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Kristine.Pavlik@flagstaffaz.gov

9. 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.

MORNING DEW LANDSCAPING, INC.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__.

Cleo Murdoch Neighborhood Park

201 E Brannen Ave

Project Performance Outline

Cleo Murdoch Neighborhood Park

The new park includes the existing “pocket park” landscaping west of the Murdoch Center building, the mega chess board and land north of the Murdoch and land east of the Murdoch. Access and accessibility work is included at a later phase in areas south and around the Murdoch to interface development requirements and for runoff control. The Murdoch Center is leased by the Southside Community Association and utilized as a publicly accessible community center. The Murdoch lease from the city includes the building, a parking strip adjacent to a north-south alley and “pollinator garden” and a triangular paved area south of the Murdoch building.



Park Area

The area to be developed as a neighborhood park is separated from the Murdoch lease is shown in green below. Full development of the park will be completed in phased construction.

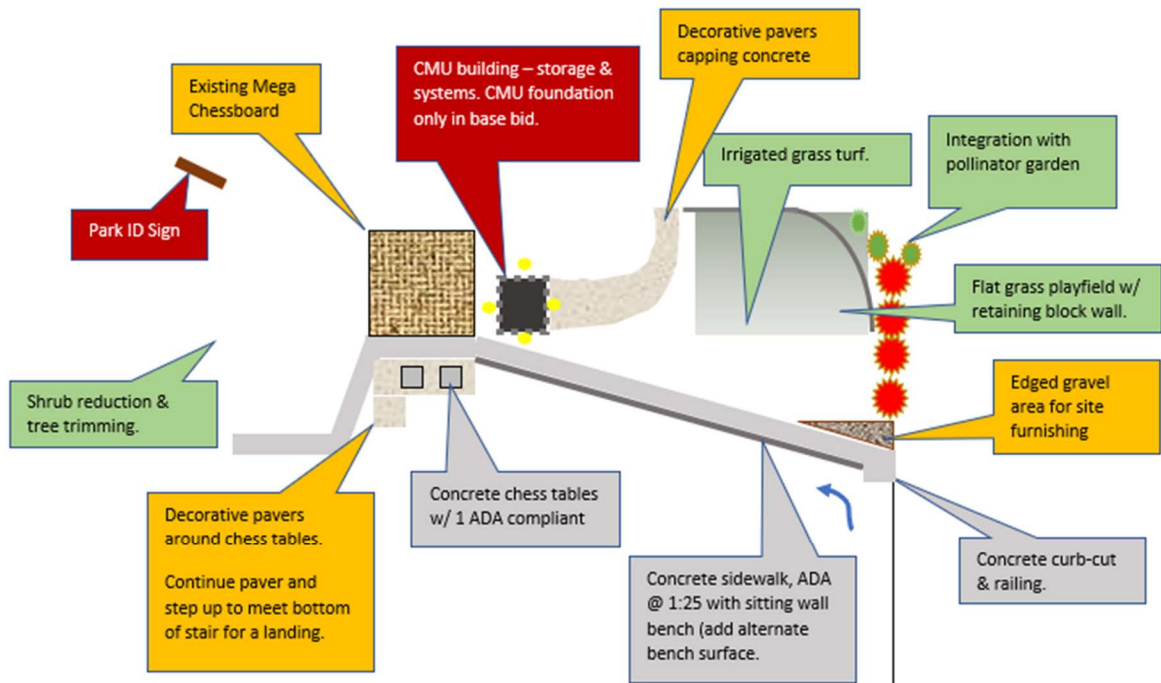
Phase 1 Improvements

Phase 1 construction limits are generally described as including the west pocket park and limited by the cross-connecting walkway and stub wall. With the exception of the chain-link fence fabric & post removal and site grubbing. Contracted work is limited to the cross-connecting east-west concrete (and walk & stub-wall) and improvements to the north of this concrete connecting sidewalk.

Park Improvements & Features

Many features shown below are included and shown below but are not limited to this graphic. See the specifications for additional information and details.

Park Improvement - Cleo Murdoch Neighborhood Park



Cleo Murdoch Neighborhood Park – Graphic Concept Plan

NOTE: Only Park Features and Improvements Shown

NOTE: Davis-Bacon Wage Requirements: All contracted work is subject to Davis-Bacon Wage requirement, reporting and inspections and interviews.

Permits: Permits will be required for various contracted work items. This includes but is not limited to hook up to potable water, electrical and general work as a minor improvement permit to be purchased by the contractor. The foundation for the small CMU building (building to be completed in a later phase) does not require a building permit and only a minor improvement permit along with other CMU and concrete flatwork. Contact the Project Manager/Architect for additional information and assistance. Bollard lighting replacement for the pocket park has been awarded separately and includes a “Dark Sky” lighting permit.

Mobilization & Early Preparation Work Specification

Post Site & Flag: Around site post temporary signage and flag tape to close off the site. Signage to read “No trespassing, area closed for park construction – City of Flagstaff” Small text “Questions Contact Mark Reavis, Neighborhood Planner-Project Manager Mark.Reavis@Flagstaffaz.gov (928) 213-2633. Note: Please contact Flagstaff Police at non-emergency number (928) 774-1414 when area (particularly pocket park) is occupied.

Wood platform: Dispose of the wood framed platform at the NW corner of the Murdoch Center.

Chain-link Fence and Posts: The contractor can determine the best time to remove the fence fabric and posts. Early removal appears to be a preference. Remove all chain-link fabric at the site and all fence posts west, north, east and south. Note: Salvage the east parking permit (5) signs for the Murdoch Center at the east parking strip and mount to new temporary “pound-in” fence posts.

Parkway: The area between the sidewalk and street is non-irrigated grass and is to remain as is but can be utilized for posting the park closure.

Pocket Park trimming and Removal: Additional tree trimming, and shrub & root removal can take place early prior to the start of construction.

Site Electrical – Trenching & Conduit:

The electrical is to come from an existing APS pole with drop-down protection and trenched over to new small CMU storage/systems building’s **footing**. Install new 200-amp meter base, disconnect and panel on an “H” frame that can later be integrated and secured to the completed CMU building. Power to come from the east alley APS pole (L374620). See additional specification to follow.

Murdoch Center Sanitary Sewer

Please note the location of the sanitary sewer of the Murdoch Center building that starts at the south face of the Murdoch, heads east and then north connecting to Brannen Ave. A PVC clean-out appears NE of the building. Locate the clean-out and avoid damage to the sewer as excavation work takes place. Install a box and cover at the clean-out location now at the new grade surface for continued access.

Landscape Section Outline:

- Existing landscape maintenance and removal @ pocket park.
- Site & Soil Preparation
 - Mega Chess Board protection and perimeter interface.
 - Excavation, Fill & Grading
 - Retaining wall blocks
 - Soil prep & Topsoil
- Irrigation
 - Grass turf area
 - NE trees, pollinator garden
 - Rough-in for later phase irrigation.
 - Technical Specifications
- Stormwater collection and retention routes.
- Grass turf (sod) specifications
- Surface Treatments
- Concrete Pavers
- Related Work & Installations
 - Site Furnishings- planning for
 - Site Soil Retention & Flatwork
 - Curbs and walkways
- CMU Building foundation & Services
 - CMU Storage/Utility system building
 - Electrical Service
 - Site furnishings specifications
 - Signage
 - Custom Bike Rack "CLEO"
- Cross connecting walkway w/ stub wall bench (see drawing w/ details)
- Site Electrical
 - Feed from east pole underground
 - Future Lighting rough-in locations
- Meter Base & Panel (APS) "H" temporary frame

- CMU storage/Utility systems building (see drawing)
 - Footings & Rough-ins (**this contract**).
 - Later Phase CMU building (3 types of blocks – Chess piece look “Rook”)
 - Roof structure, scupper, interior space
 - Doors and elevations requirements
 - Lighting, security, hose bib
- Contour Survey (3 drawings) by Engineering Firm

NOTE: *All work is generally described and is to be “performed” by the contractor following best practices in a workman-like manner. Not all details and exact measurements have been provided. Contact the Project manager with any questions or requirements.*

Mark A. Reavis, AICP, NCARB

Heritage Preservation Officer/Neighborhood Planner
Planning & Development Services, 211 W. Aspen Av.
Community Development, Flagstaff AZ 86001

Phone/message: (928) 213-2633

Mark.Reavis@flagstaffaz.gov www.flagstaffaz.gov

Cleo Murdoch Neighborhood Park

201 E Brannen Ave

LANDSCAPE SECTION

Performance Specifications

Introduction:

The City of Flagstaff has allocated a portion of its Federal Community Development Block Grant (CDBG) Funding for improvements surrounding the Murdoch Community Center (203 E Brannen Ave) managed by the Southside Community Association. The City of Flagstaff has pulled out portions of the property surrounding the Murdoch from the Murdoch lease for the development of a small neighborhood park to be managed and maintained by City of Flagstaff Parks (PROSE) the park now has an independent address which is 201 E Brannen Ave. These areas are on the east side of the Murdoch, north and to the west that includes the current landscaped area “pocket park” that filled in a right-of-way. The west landscape/hard-scape area project intends to improve visibility of the area and clear away hidden areas of landscaping west of Murdoch Center adjacent to Butler Ave.

Phased Project Graphics: This document includes various graphic plans that were provided to communicate concepts to the public, staff and interested organizations and individuals. The contractor shall rely on the written requirements vs. representation shown on the graphic plans. The graphic can be used to assist in preparing a bid.

Performance Specifications:

This is a limited scope project that has written performance specification that describe the work. The contractor is expected to perform work professionally meeting the intent of the written descriptions, graphics, and plans.

NOTE: The project is subject to Davis Bacon wage confirmation. Please provide documentation regarding compliance or exemptions.

Existing Landscape & New Landscaping

Tree Trimming & Shrub Sculpting & Removal-

New Plant list and locations

Chain link Fence: The chain-link fence surrounding the yard west, north, east and south of the Murdoch Center Building is to have it fabric and posts removed, contractor to determine best time to remove.

Juniper Shrubs:

The spreading junipers in the west “pocket park” have become overgrown and problematic.

- Remove all junipers in the areas of the pocket park.
- South Butler Ave Sidewalk Shrubbery – The hedge like row of shrubs along the sidewalk are to be extensively thinned and separated as individual plants. Separation is to provide visual openings into the park. Remove all junipers in this area and any other shrubs that will provide visual separation.

Shrub Trunks & Roots Removal (junipers): Cut flush all remove juniper and shrub location to eliminate all above ground remains of junipers previously cut out and those called out above to be removed.

Previously within a 5–7-foot perimeter of the west Murdoch wall have been cut back to trunks. The removal was at the NW corner of the building and along the entire west wall and to the exiting chain-link fence. Cut trunks flush for previously removed Junipers. Contact project manager/architect for question regarding any required detaining.

NOTE: Underground Electrical! The bollard lighting is fed from a light pole APS # L374625 w/ lock on box on the light pole. Bollard lights are being replaced with new improved bollard lights in a separate contract. Landscape contractor is not required to do any excavation within the pocket park.

Pine Tree Limb Removal:

The 3 existing pine trees shall have their bottom limbs removed for an improved visual clearance up to approximately 12 feet in height. Removal shall be appropriate to maintain a desired visual appearance of each tree. Dispose of removed branches properly and remove from the site. NOTE: Consult with project manager/architect regarding any detailing of work.

Deciduous Tree Pruning:

Pocket Park Trees: The area west of the Murdoch building and west of the existing chain-link fence has 7 deciduous trees to receive some additional trimming. Trees were trimmed in the spring. Some final sculpting by the contractor is required to judiciously prune the branches that extend over the existing concrete walkways that limit a clear pathway. Pruning is to take place to improve visibility of area. Contact Project Manager with questions on the extent of pruning for specific trees and locations.

Central Tree: The 8th tree surrounded by walkways is the future potential site of a 3-D art piece, the tree may be incorporated with the art or may possibly be removed, the contractor is to do no work on this central tree.

West chain-link Trees: The tall tree (unknown species) just within the chain-link fence area is to have lower growth trimmed but the trees are to remain. The 2 large flowering crabs at the Brannen St sidewalk have dead branches. Cut out dead and sculp tree to improve balance.

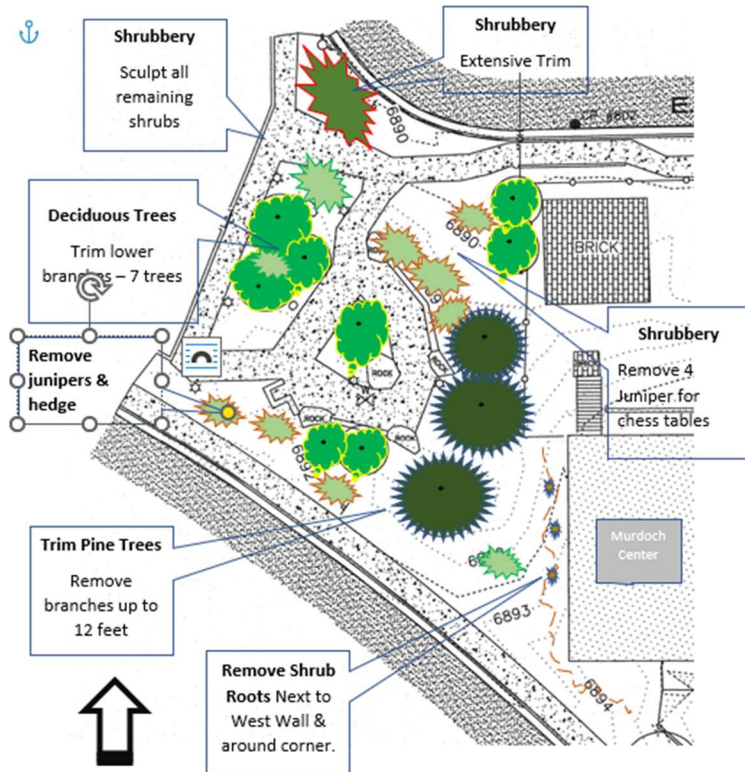
Shrub Pruning:

Shrubs within the west area are to be trimmed of any dead overgrowth. Trim and provide clearance at existing concrete walks. Sculpt shrubs of extended branches and twigs to improve visual appearance. All junipers are removed, remaining shrubs need sculpting. The remaining plants need extensive work to reduce height and spread. The large shrub at the corner of WC Riles and Brannen between the street and sidewalk is an example of this. NOTE: Contact Project Manager/Architect for extent of shrub detailing.

Park Plants

Additional plantings are planned for installation at the Cleo Murdoch Neighborhood Park. These are planned for later phases of the park. The location for additional planting are primarily on the backside of the walkway/stub wall and will be completed at later phases in the project. The only new plantings are the trees at the NE corner of the site and interface with the pollinator garden and provided irrigation.

In a later phase the list is for preferred tree and plant material for various locations called out within the park. The listed plants may be impacted with availability by area growers. Appropriate alternatives can be provided in lieu of those called out with the approval of the Project Manager. Preference for alternative is for area producers in planting zones per USDA recommendations.



Trees:

Tree Decorative Boarder: (4 decorative trees at the NE area of park at the pollinator garden and parking interface) 4 Freeman Maple (evenly spaced in planting strip) Bright red foliage in fall.

Irrigation: Water to irrigate the trees and the pollinator garden is to be provided. Drip irrigation emitter for the trees and hook up to an installed drip irrigation system for the pollinator garden.

Rough-in for future irrigation (back side of stub-wall walkway): The plan below shows some future later phase planting on the backside (south side) of the sub-wall bench. Provide conduit for water and valve controls.



SITE & SOIL PREPERATION – Cleo Murdoch Neighborhood Park

General: The entire park site except for the west right-of-way “pocket park” is to be stripped of its current grass surface and thin layer of topsoil. Grubbing of the entire area is required to limit weeds and as a primary means to remove cheatgrass. This work includes but is not limited to the areas around the mega chessboard and areas north and east of the Murdoch. The curved concrete former driveway is to remain and capped with concrete pavers. The thin areas adjacent to the Murdoch’s north and east walls elevated with concrete retaining wall block are to remain. NOTE: final surface treatments are defined in other sections of this document; Irrigation, planting, surfacing.

Mega Chessboard:

The mega chess board pavers shall be protected during the execution of specified work. Care shall be taken when work takes place adjacent to the pavers and provisions made to stabilize edge provisions that interface with the pavers for the concrete walkway specified.

Excavation, fill & Grading:

Manipulation of existing contours is primarily for building up a flat play area in the NW corner of the site (approx. 20’ X 30’) and requirements of an ADA accessible concrete path & stud-wall (less than 1:20 crossing (called out as 1:25)) connecting portions of the park. Installation of irrigation system and required electrical and future additional site lighting. Grading is to transition smoothly to meet with adjacent perimeter elevations and new work. Site drainage from the Murdoch asphalt parking area will be intercepted by the specified walkway/stub-wall. Additional drainage controls will be constructed to pick up runoff conditions from the paved areas south of the Murdoch Center Building in a later phase of the project. NOTE: The Murdoch’s sewer system was rerouted through the park (south from restrooms, then east, then north to Brannen Ave) when Butler Ave was widened. Locate stub-up clean out and modify pipe placing in an accessible flush mount ground box.

Retaining wall block installation:

Locking retaining wall blocks (Equal to block-lite) are to be installed to support new filled area at the NE corner of the park for the flat play field 20’ X 30’ building up approximately 2 & ½ feet above the north

sidewalk with soil for a level field. NOTE: From base course to capping stone the wall shall not exceed 40". Blocks installed per manufactures requirements. Installation parallels Brannen Ave sidewalk and curves south (curve as allowed per blocks used) and runs south uphill terminating into the slope.

Subsoil Preparation: With the completion of irrigation and electrical (lighting rough-in & valves) site concrete work and block walls rough grade for contours of the site as required to accommodate final topsoil and sod or other treatment. Till the site to a depth of 2 -3 inches to loosen. Amend subsoil for a pH between 6.0 and 7.0. NOTE: Subsoil preparation is in all areas of the park including areas north and east of the Murdoch building in areas for sod as well as tree planting.

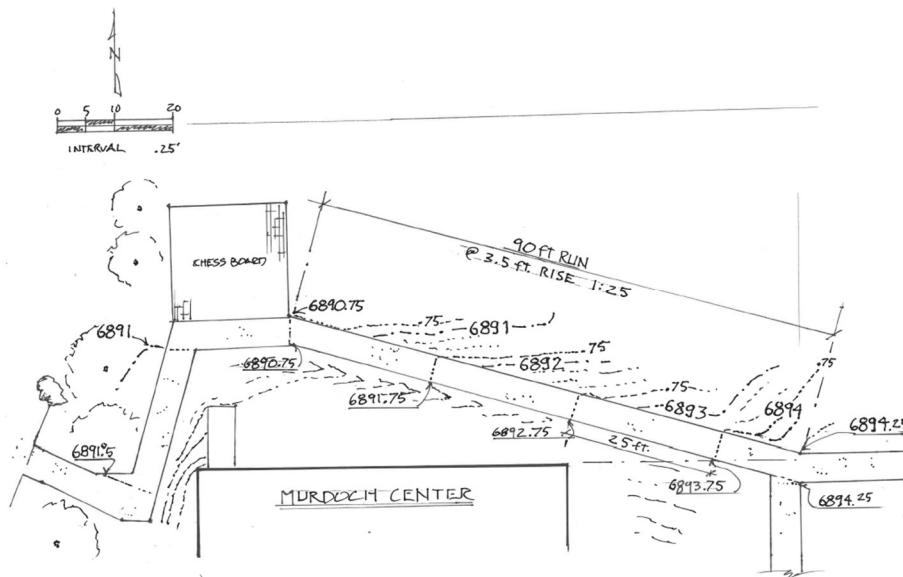
Topsoil:

Topsoil work completed in spring as weather and sod availability allows. The contractor shall furnish all topsoil, labor, material, and equipment required to complete the work in accordance with the performance specifications, graphics, and drawings. The topsoil shall be a loamy sand, clay loam, loam, silt loam, sandy clay loam and other soil deemed acceptable by the sod provider and CMNP Project Manager/Architect and Parks (PROSE) representative. Topsoil shall be in close range of a 6.5 pH and free of growth inhibiting minerals. Topsoil depth shall be evenly spread to a minimum depth of 3" with most coverage at 4". NOTE: Topsoil is to be placed over all prepared subsoil including tree planting area.

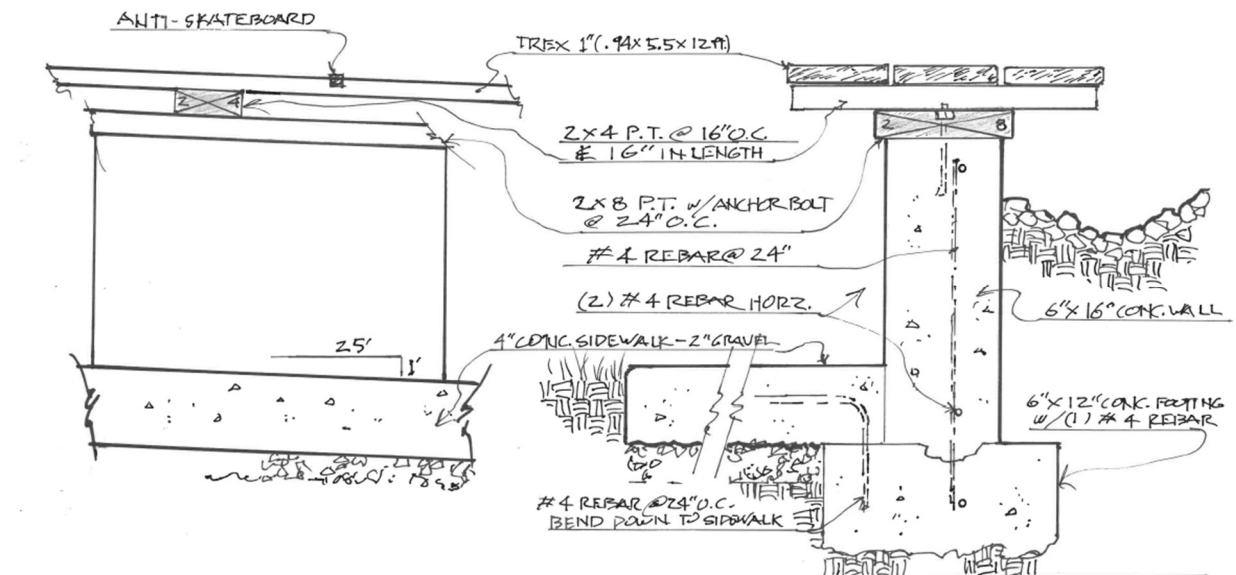
Sod Turf Grass: See specification for CMNP Grass Sod

Cross connecting ADA compliant concrete walkway & stub wall with Bench – East to West connection with pocket park.

- Provide a transitional walkway connecting the existing west concrete walks in the pocket park to the mega chessboard area and extending east to the parking area adjacent to the alley (see site plan below). Start at widest point between existing 2 rocks and narrow to 5-foot width routing between conifer trees to area adjacent to mega chessboard. From chessboard SE corner to parking walkway slope is 1: 25 for a 90-foot run with a 3.5 rise. Modify contours to meet slope requirements. The walk shall have no cross-slope for the 90' run.



- In no case of the length of the walkway shall any segment have a slope that exceeds 1:48 cross-slope for remaining portions of walk.
- Provide a 5-foot-wide (4" thick) concrete walk that follows the south edge of the mega chess board (see site plan) then connects to the west (see 90' walk & wall to the east). Install 2 concrete Chess tables (one Handicap accessible) and fill in on the south side of the new walk (see landscaping) with decorative concrete pavers at the width of the mega chess board. Additional pavers around mega chessboard in later phases (also see CMU storage building).
- To the east the 90-foot length of 5-foot sidewalk at a 1:25 slope is to include a stub-wall (poured concrete or CMU) and bench surface (**as add alternate**). Provide the 5-foot-wide concrete walkway with integrated stub-wall/retaining-wall capped with seating surface (**seating surface as add alternate**). Walk transects the site connecting the mega chess board walk segment to the parking areas running west to east. Angle new sidewalk/stub wall to gain access to upper level of the site to the east parking. Walk is designed at 1:25 slope but in no case exceed 1:20 slope and shall have no cross slope. In no case shall a 1:48 cross-slope be exceeded with the intent to provide general ADA access to many of the park improvements. NOTE: (Cross slope not required for most of run and shall not exceed 1:48 max cross slope).

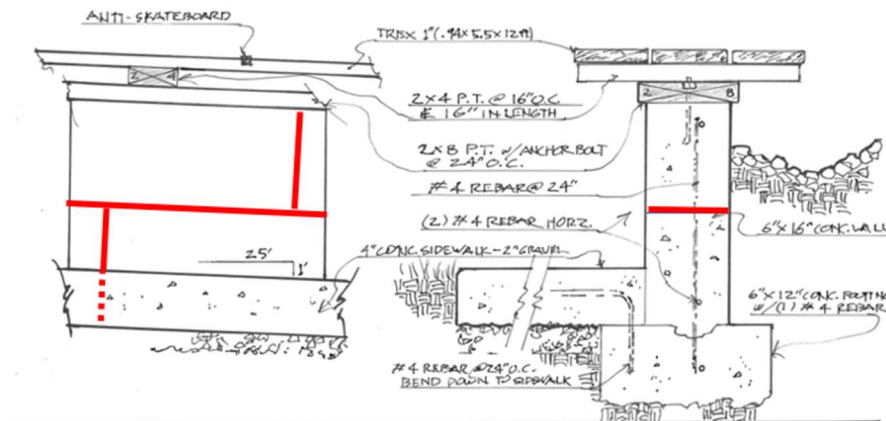


- See drawings above for wall/walk section, details and notes.
- Form and pour 6"x 12" footing with (1) # 4 rebar horizontal continuous and vertical #4 @ 24" o.c. (see drawings). Provide rough key-way in footing for wall (see drawings). In addition to the vertical install a bent #4 rebar into footing to be integrated into the walk walk at 24" o.c. (see drawing).
- Bent-down #4 rebar for walk connection is in place. Form and pour 5-foot-wide concrete walk 4" thick on compacted 2" gravel base (see drawing).

- Form up short concrete stub wall (16" high) to be integrated with horizontal walk slab to form a short retaining wall (6" min thick). Finished assembly of bench surface to a little under the height of 16" above walk surface. (see plans for dimensions noted, details and reinforcing). Wall is not to be stepped but continually sloped at 1:25. **NOTE:** Contractor may replace formed and poured concrete with CMU, see below.

Stub-wall bench CMU alternative.

- The contractor may replace the formed concrete stub-wall with CMU. Utilize the split face texture block specified for the CMU storage/utility building equal to Block-lite # 8816 S1S. Texture face on sidewalk side. Grout CMU solid. CMU may be 6" or 8" wide at contractor's discretion, other dimensions, and details to remain the same. NOTE: CMUs to be placed on sloped footing (1:25 slope) with CMU vertical joints are allowed at an angle and not plumb.
- Grout CMU solid with required reinforcing. If add alternate is awarded the anchor bolts may be installed when grouted or added later and drilled and epoxied.



Add Alternate #1 Bench Construction

- Pour wall and insert anchor bolts @ 24" o.c. (for anchorage of 2x8 pressure treated board) or drill and epoxy later.
- Cap wall with lengths of pressure treated 2 x 8 lumber secured with previously placed anchor bolts a concrete top.
- Install pressure treated 2 x 4s (16 inches in length) at 90 degrees to 2 x 8 to receive decking material. Space 2 x 4s at a maximum of 16" o.c. or per decking requirements.
- Install and finish seating with "Trex" or equal decking to complete and continuous sitting wall bench surface with 3 continuous and staggered decking for a finished seating surface at approx. 16.5" in width. See plans for details and specific notations.
- Area south, on backside of stub retaining/seating wall forms an area for plants and trees. Stub wall also serves to control on site drainage and retention, provide a small swale behind the stub-wall. Area behind wall to also receive future site lighting. NOTE: Site plan for additional future installation.

East Termination of Cross-connection walk w/ ADA curb cut access.

The 90-foot sloped walk/stub-wall is to finish approximately 5-feet short of the asphalt parking to allow for the future connection to a future phase sidewalk heading up-hill to the south. The contractor is to install a short segment ADA curb-cut integrating with the 5-foot-wide concrete walk. Protect the north edge of the improvement with an ADA compliant railing with lower <4" edge protection integrated. Future (later phase) curb and sidewalk will not extend further to the north downhill. Parking surface is to be improved later to improve ADA compliance and may retain curb cut or extend sidewalk into ADA parking area (shown is some graphics) that will be determined in later phases.

406 Curb Ramps

406.1 General. Curb ramps on accessible routes shall comply with 406, 405.2 through 405.5, and 405.10.

406.2 Counter Slope. Counter slopes of adjoining gutters and road surfaces immediately adjacent to the curb ramp shall not be steeper than 1:20. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.

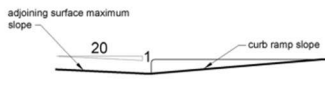


Figure 406.2
Counter Slope of Surfaces Adjacent to Curb Ramps

406.3 Sides of Curb Ramps. Where provided, curb ramp flares shall not be steeper than 1:10.

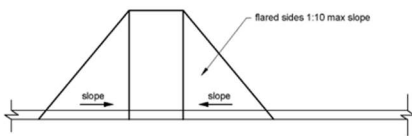
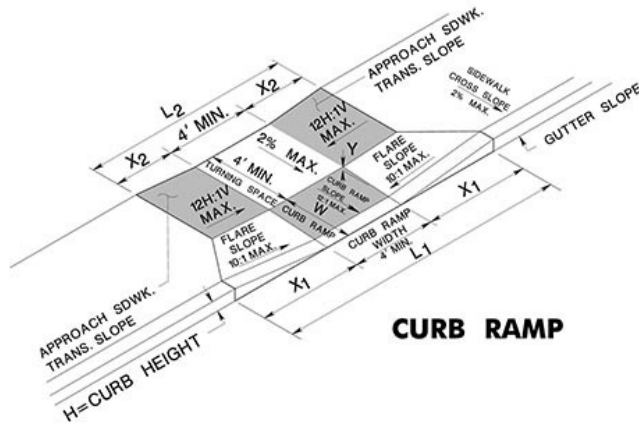


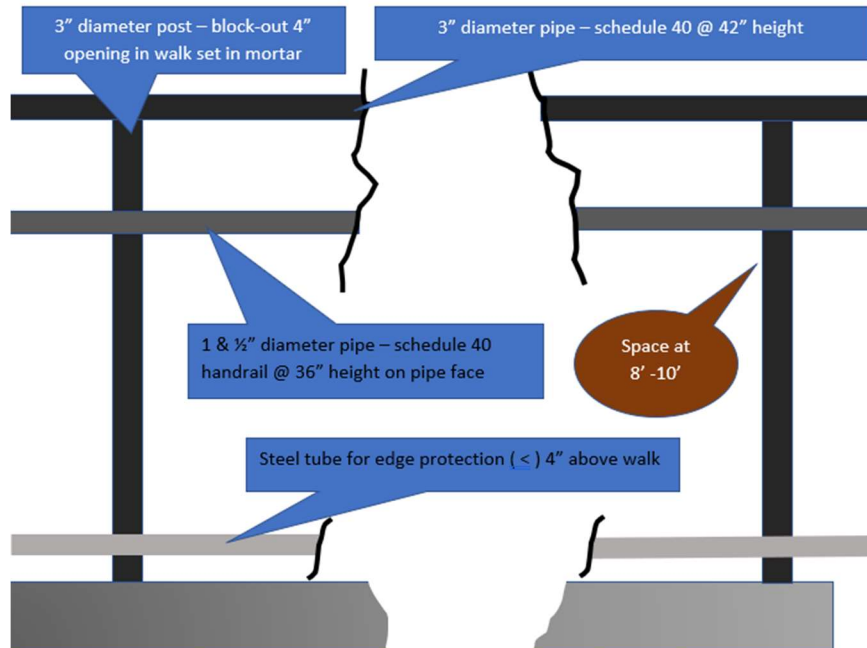
Figure 406.3
Sides of Curb Ramps

406.4 Landings. Landings shall be provided at the tops of curb ramps. The landing clear length shall be 36 inches (915 mm) minimum. The landing clear width shall be at least as wide as the curb ramp, excluding flared sides, leading to the landing.

EXCEPTION: In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.



CURB RAMP



IRRIGATION SYSTEMS – Cleo Murdoch Neighborhood Park

This section applies to the design and installation of underground irrigation systems for landscaped areas that includes irrigated turf areas and planting beds for trees and future irrigation.

The installation for sprinklers for irrigated turf areas with pop-up heads. Irrigation for Trees with water emitters and drip irrigation in indicated areas.

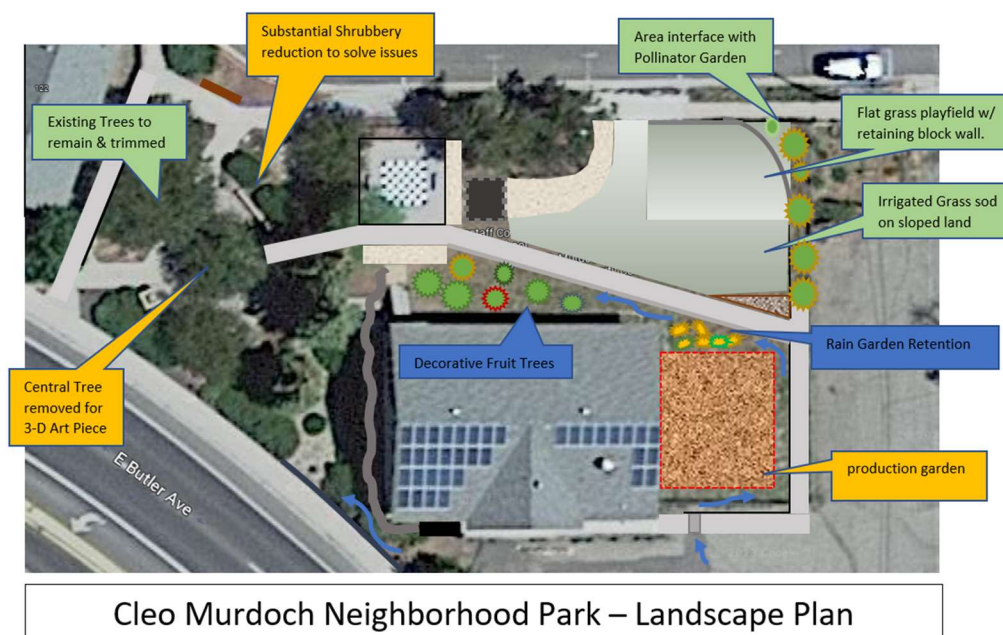
NOTE: The work does not include the reactivation of the west irrigation system in the right-of-way “pocket park” to provide supplemental irrigation to established plantings. Potable water for irrigation is provided from Brannen Ave at the “hot box” location just east of the 2 large flowering crab trees. PROSE (parks) has recently performed work on the hot box to ready it for irrigation hook up. Flagstaff calls out preference to be given for the use of reclaim water irrigation systems, reclaimed water is not available at the Cleo Murdoch Park Site.

NOTE Pollinator Garden: Provide all necessary items to hook up a previously installed drip irrigation system for the NE Pollinator Garden including but not limited to a ground box for pressure reduction, shutoff and winter shut down.

General guidance is provided by the following specification and indicated Standards. The contractor is responsible for the design of the irrigation system, its installation and warrantee for a period of one-year after acceptance of the project. Provide a drawing to scale of the installed irrigation system.

NOTE: Maricopa Association of Governments (MAG) Standards can be referenced and utilized where required to meet those requirements of a fully operational irrigation system.

NOTE: Irrigation system shall utilize “Drawings” City of Flagstaff Chapter 13-23 and Sections 19-01-020 thru 19-02-037 for standardized installations.



Conceptual Graphic – See planting schedule for number & location of plants.



Conceptual Graphic – Field verify areas for landscape with completion of excavation and concrete work completion. NOTE: *The irrigation system design is conceived with the intent of water conservation. Site runoff is being redirected back onto the park site and roof runoff being considered along with site orientation. The irrigation of the turf area is specifically having irrigation designed to minimize large sprinkler heads that cause overspray and waste. Area sprinkler coverage is to be specific to turf orientation and slope. 4 zoned areas are specified.*

Scope of Work - Design, provide, install, and test the following irrigation systems.

- Pop-up sprinkler irrigation system for the Turf-sod areas. A minimum of 4 zones required. **Recommendation:** *Divide the irrigated sod areas into 4 quadrants to address slope and orientation. NE (flat playfield) 600 sf, SE sloped 600 sf, SW Sloped triangular 300 sf, NW steep slope 300 sf (areas approximate).*
- Emitters for existing trees and new at interface with pollinator garden and parking strip.
- Irrigation system hook-up to previously installed pollinator garden.
- Rough-in for future supplemental irrigation for roof runoff and for rain garden runoff area south of back side of stub-wall bench.

Technical Specifications – City of Flagstaff Requirement. NOTE: The following are adjustments to the Technical Specifications while still utilizing the included Flagstaff Requirements. Adjust requirements for now preferred control, electric irrigation controllers and flow sensor.

Landscape Section (& related work).

Control - Adjust irrigation specs in Table 13-19-004-01 as follows as we no longer utilize the Rainbird MaxiCom control system and associated components.

Electric Irrigation Controllers – remove components listed and replace with the WeatherTRAK ET Pro3 controller.

This is our new standard smart irrigation controller that incorporates all listed features into one controller.

Flow Sensor – Replace listed with WeatherTRAK Flow HD sensor.

13-19-001-0001 General Design Criteria

A. Sprinkler irrigation system installation shall be in accordance with MAG Specification 440 unless modified by City of Flagstaff Engineering Standards. Wherever available, preference is given for the use of reclaim water irrigation systems.

1. Irrigation system static pressure range shall not vary by more than ten percent (10%) and shall be designed to provide for a maximum pressure of eighty-five (85) psi.
2. Design irrigation system lateral piping to limit pressure drops to less than twenty percent (20%) of the average sprinkler operation pressure.
3. Install sprinkler heads and nozzle types of the same manufacturer and pressure rating within the same irrigation zone.
4. Zone the irrigation system according to plant water requirements, targeting plants with similar water requirements. Zone trees, shrubs, planting beds, turf and hydroseed areas separately.
5. Integrate existing and new irrigation systems to insure a homogeneous system with balanced coverage. When there is an alteration to an existing irrigation system, test existing mainline, control valves, lateral lines, sprinklers, drip lines and wiring prior to alteration. Perform mainline static and working pressure tests, lateral line working pressure, GPM and coverage tests and circuit continuity testing for control wiring.
6. Design all sprinkler layouts for head-to-head coverage.
7. Provide matched precipitation rates for sprinklers within the same irrigation zone.
8. Contingent upon soil texture and slope, precipitation rates shall not exceed infiltration rates.

9. Design mainline flow based upon the largest zone GPM plus a single quick coupler at twenty (20) GPM.
10. Design piping with a horizontal layout on slopes. Do not design with elevation changes that exceed the capacity of sprinkler check valves. Compensating emitters shall be required on slopes.
11. Irrigation system as-built plans shall be provided to the Parks and Recreation Division. Preference is for as-built plans to be submitted on compact disc (CD). Provision of as-built plans is a condition of project acceptance.
12. The backflow prevention device shall be tested by a certified tester prior to project acceptance.
13. The contractor shall be responsible for providing and installing all necessary signage for reclaimed water systems. Reclaim work shall comply with Title 18, Chapter 9, Articles 6 and 7 of the Arizona Administrative Code. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

13-19-001-0002 General System Criteria

- A. A manual shutoff ball valve is required to isolate the irrigation system from the water supply main.
- B. Provide a quick coupler valve at a maximum distance of two hundred (200) feet throughout the project. Locate quick coupler valves to minimize the necessity of water hoses crossing walkways, driveways, and roads.
- C. Sprinkler swing assemblies shall be one (1) piece and shall not exceed twenty-four (24) inches.
- D. Provide two (2) spare control wires to all remote mainline legs. A spare common wire shall be installed through the entire project. A spare hot wire is required to be run to every valve.
- E. The ProMax remote controller shall be hard wired into each irrigation controller in accordance with the manufacturer's written instructions.
- F. Provide a three (3) foot loop of irrigation wiring at each valve box.
- G. All irrigation wiring shall be contained in adequately sized conduit.
- H. Locate valve boxes, valves and quick coupler valves at a minimum of thirty-six (36) inches from hardscape edges.
- I. All backflow prevention devices shall be contained in an insulated hot box.
- J. Isolation ball valves are required before all electric control valves.
- K. A quick coupler is required immediately following the backflow prevention device.
- L. A filter is required immediately prior to the backflow prevention device.
- M. Strainers are required a minimum of every two hundreds (200) linear feet in the main irrigation line.
- N. A surge protection device and quick disconnect box shall be placed before the irrigation controller.

- O. A twenty (20) amp breaker is required in the backflow prevention device hot box (for heat tape use).
 - P. Provide a tee, with a plug facing up, after the water meter and before the backflow prevention device.
 - Q. Provide a ball valve on the main water line after the curb stop and before the tee with plug. Ball valve and plug shall be contained within the same irrigation box.
 - R. Emitters shall come off of PVC line and not drip tubing.
 - S. A manual drain valve shall be placed at the end of the irrigation water main line and at the end of each system line.
 - T. Telescoping unions (slip fix) shall be placed after the electric control valves.
 - U. Sleeves are required below sidewalks, driveways, trails, retaining walls, and/or other similar features, and shall extend ten (10) inches past the structures. Sleeves shall be set a minimum of twenty-four (24) inches deep.
 - V. All drip tubing shall be installed at a minimum of three (3) inches deep.
 - W. The main irrigation line and the irrigation wires shall share the same trench. The trench shall be a minimum of twenty-four (24) inches deep.
 - X. The trench for lateral irrigation lines shall be a minimum of eighteen (18) inches deep.
 - Y. Trenches shall not be backfilled until all required inspections and tests are performed.
 - Z. All PVC irrigation lines shall be bedded, shaded, and backfilled to four (4) inches above the top of pipe with clean native or fine granular import material, free of clods, stone, or other deleterious material, one-half (1/2) inch in diameter or larger. Backfill above the initial backfilling, as described above, shall be clean native or fine granular import material, free of clods, stone, or other deleterious material, one and one-half (1-1/2) inch in diameter or larger. In turf areas, the one-half (1/2) inch maximum size of clods, stone or other deleterious material shall apply for all backfill.
 - AA. Pipe backfilling shall be in six (6) inch maximum lifts, mechanically compacted, to a dry density equal to adjacent undisturbed soils in landscaped areas. Compaction beneath pavements and other hardscape shall be as specified on the plans and/or in the applicable specifications.
 - BB. Backfill shall conform to the line and elevation of adjacent grades with no surface irregularities.
 - CC. If settlement occurs, the Contractor shall make all necessary adjustments and repairs to pipes, valves, heads, lawns, plantings and other construction at no cost to the owner.
 - DD. Irrigation marking tape is required to be installed over the irrigation water main at a nominal depth of twelve (12) inches. (Ord. 2017-22, Rep&ReEn, 07/05/2017)
-

NOTE: The contractor is to provide an irrigation plan for the park project per the following: 13-19-002-0001 Irrigation Plans

Minimum plan requirements include a schematic utility connection detail, irrigation legend, piping diagrams, pipe diameter and design calculations. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

The Schematic plan is to be reviewed and approved by the CMNP Project Manager/Architect and a representative of Parks (PROSE).

13-19-003-0001 System Flushing and Testing

- A. MAG Section 440.10, Flushing and Testing, shall apply.
 - B. An operational test of the irrigation system in the presence of the City of Flagstaff authorized representative is required. The coverage test shall be performed after sprinkler heads have been installed and shall demonstrate that each section or unit in the irrigation system is balanced to provide uniform head to head coverage of the service area.
 - C. Irrigation systems shall be warranted against defects in materials and workmanship for one (1) year from date of acceptance. (Ord. 2017-22, Rep&ReEn, 07/05/2017)
-

NOTE: The specification below provides general guidance and is specific to larger areas such as large park turf areas. Contractor is to adjust the specification as required for a design that minimizes overspray and water usage with appropriate sprinkler head selection.

13-19-004-0001 Supplemental Products, Materials, and Equipment

- A. Provide supplemental inventory of the following items to the City:
 - 1. For each size of unit installed, provide one (1) additional quick coupling valve, quick coupling valve operating key and quick coupling valve hose swivel.
 - 2. Provide one (1) additional controller key pad for each type of irrigation controller installed.
 - 3. Provide one (1) additional controller programming/access key per project for the solar irrigation controller.
 - 4. Provide one (1) ProMax remote controller and adapter cord with plug at each end.
 - 5. Provide an additional ten percent (10%) of the installed quantity of sprinkler heads, emitters and irrigation control valves. (Ord. 2017-22, Rep&ReEn, 07/05/2017)

13-19-004-0002 Products, Materials and Equipment

All products are indicative of the quality anticipated for the work and "or equal" is applicable with prior City of Flagstaff approval:

Table 13-19-004-01

Backflow Prevention Device

Febco 825 YA

Backflow Enclosure	Lock Box or Hot Box
	Shall be an insulated box. Cage is not acceptable.
Pressure Regulator	Watts or Febco
Quick Coupling Valves	Rainbird 44 LRC, 44K (1") valve key and hose swivel
	Rainbird 7, 1 piece body, 7K (1-1/2") valve key and hose swivel
Control Valves	Weathermatic 11000 Series
Irrigation Valve Boxes	Carson No. 1 and No. 2, Model 1220
	Reclaim shall be purple. Potable shall be green.
Strainers	Watts or Febco
Drip System Pressure Regulator	Watts or Febco
Drip System Emitters	Quadra Bubbler
	Octa Bubbler System
	Bowsmith ML 200 Multi-emitter
	Bowsmith SL 206 Single Emitter
Electric Irrigation Controllers	Rainbird MaxiCom Central Control System
	- ProMax remote control required
	Rainsafe Control System - preassembled with controller unit, master valve flow sensor
	Rainbird ESP-SAT Series Controller (when required)
Spray Heads	Hunter: I-40/PGP/I-25 Stainless Steel Riser/PS Series 2" and 6"
	Toro: Series 300 or 570 or 640 or Super 600 or V-1550
	Rainbird: 1800 Series – 6", 8" and 12"

Piping	<p>PVC pipes and fittings shall be schedule 40</p> <p>PVC Cement: medium bodied, primer required</p> <p>Copper tubing shall be K copper</p> <p>Poly drip tubing: allowed only after emitters</p>
Manual Valves	<p>Shall be resilient seated ball valve</p>
Master Valves – required on main line of irrigation system	<p>Less than 2": Griswold Master Valve - a pressure reducing valve is required</p> <p>2" or larger: Singer Model No. 106-PR-SC24V</p>
Flow Sensor	<p>Compatible with MaxiCom System. Required on main line of irrigation system.</p>

(Ord. 2017-22, Rep&ReEn, 07/05/2017)

Cleo Murdoch Neighborhood Park Grass Sod Specification

Grass Sod Specification: Grass Sod (AKA Turf) shall be grown in a similar area climate of Arizona (such as Chino Valley or Colorado Plateau) to assure success. Grass Sod to be a “cool weather grass” with a seed mix of Kentucky Blue Grass and Rye and other selected grasses. Seed to be certified seed weed free mix, with color retention and disease resistance. Grass mix blend with drought & heat tolerant capabilities and recovery. Texture of fine leaf blade and dark green color. Cultivated sod and seed blend is for high traffic in a small park play area meeting recommend performance of National Turf Grass Evaluation Program (NTEP). Mowing Height of ½” to 4” allowance. Grass areas will be irrigated with head-to-head coverage but will be impacted by seasonal changes. Contractor shall confirm sod grass seed mix, maturity, and harvested thickness with CMNP Project Manager and Flagstaff Parks (PROSE) representative prior to harvesting.

Preparation: Irrigation will be fully tested and dialed in for head-to-head coverage. Base soil will be level to accommodate a minimum topsoil depth of 3-4”. Organics containing topsoil meeting sod providers recommendation with a PH of 6.5 is to be provided. Sprinkler height and sod thickness is all considered with final sod installation. Smooth out final topsoil and dampen topsoil prior to sod installation. **Note: the final grade of the turf top shall be flush with north edge of the new east-west sidewalk (with grass blades extending above) to provide no drop-off at the edge for ADA edge protection requirements. Soil is to be brought up flush for the west portion of the sidewalk after the mega chessboard.**

Harvesting: Grass sod shall be cut with a full $\frac{3}{4}$ " heavy soil covering no more than 24 hours prior to planting and be maintained in a moist condition from the time of harvest until planted. Contractor to ensure laying of sod within the 24-hour time-period.

Installation: Reject and discard any sod with dried out edges. Lay sod over moisten topsoil. Sod shall be installed with tight abutting seams and no gaps. Limit walking on prepared topsoil. Use a weighted sod roller over installed sod to engage new sod with prepared topsoil. Water installation and continue to water per best established requirements to support root growth for a period of 1 month, watering more than the later established watering schedule. Water per current climate conditions but do not overwater. Tape off perimeter of turf with plastic safety tape and temporary posts. Install signage indicating "area closed" to promote root growth. Limit walking on turf as much as possible for the 1-month period.

Acceptance: Initial acceptance (or rejection) of installation will be made by CMNP Manager/Architect and Parks (PROSE) representative @ substantial completion, the contractor will be responsible for all watering, maintenance, and corrective actions. Sod installation with established roots will be evaluated at final completion. The contractor shall warrant the sod installation for a period of 90 days. Throughout the 90 period upon initial acceptance the contractor will provide the watering. Contractor shall work with PROSE representative during the 90 days to assist in the future management of the required watering schedule per contractor recommended requirements. Contractor is to meet with PROSE representative upon watering hand-off providing information on past watering times in zones and any recommendations specific to the site.

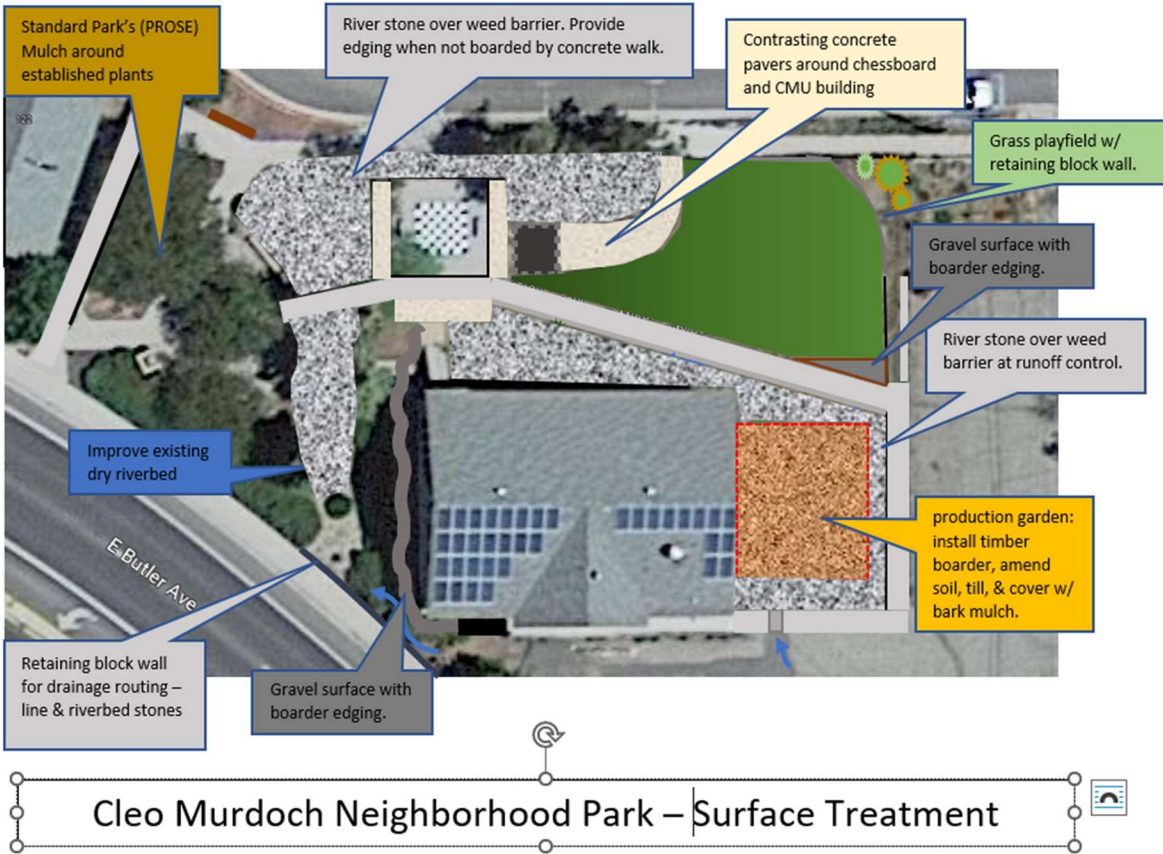
Cleo Murdoch Neighborhood Park – Surface Treatments.

Treatments: Surface treatments are used to cap subsoil excavation of the site. Each treatment is for a specific site requirement. The first phase of work will only include the grass turf area and concrete pavers and a small gravel surface area at the east end of the sidewalk. Future treatments are shown in the graphic but not included in this phase.

Grass Field: The use of grass is limited and allocated to one area of the site.

Gravel: Edged gravel is used for a small triangular area at the east edge of the site proposed for future site furnishing improvements.

Concrete Pavers: Decorative concrete pavers contracting from the mega chessboard perimeter are placed on compacted soil and gravel base or set into a bituminous coating on the existing concrete. *NOTE: See specifications below.*



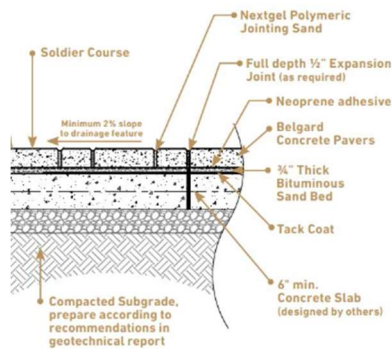
Concrete Pavers:

Concrete pavers shall be equal to “Block-Lite” pavers, style “Holland Stone”, color Sonoran Blend set in Basket weave. Follow manufactures recommendations. The intent with the basket weave is that cutting of pavers is **not** required when capping the existing concrete for a crenulated rough edge.

Installation associated with Mega Chessboard: The area adjacent to the east and west side of the mega chess board is to be completed in a later phase. The new concrete walkway is to have additional surfacing of decorative concrete pavers to accommodate concrete chess tables. The area is at the new concrete walkways south edge and is linked to the Murdoch’s north exist stair, stepping up pavers as required to meet up with bottom stair landing. The main area that matches the width of the mega chess board is to be ADA compliant accessible paver surface. The pavers are to be standard sand-set per manufactures requirements. NOTE: one Roll-up ADA chess table (and one standard) at the south edge of the new concrete walkway that is accessible form the mega chessboard. The ADA chess table is to be ordered with one extra seat (3 total).

Excavate 8", add 3/4" minus rock and compact in lifts. Standard paver is 2-3/8" plan for final elevation matching existing. Provide solid edging at perimeter of installation. This installation is for improved ADA compliance accessibility with no cross slope intended and not to exceed 1:40. Install sand bed and screed, install pavers and hammer set, sweep sand (polymeric) to set. Mechanically compact over pavers covered with sand and compact. Let set, clean off excess.

Installation over existing concrete drive: Install pavers on top of prepared existing concrete driveway area on the site to enhance surface appearance. Level cracks and height variations. Coat concrete drive with coating of asphalt (foundation waterproofing) as a preparation for the concrete. Set pavers in a 3/4" leveled bed of sand mixed with a bituminous binder to adhere the pavers to the prepared concrete. Installation is then similar to standard sand bed installation for typical installations. Fill between pavers with polymeric jointing sand. At the interface of the sidewalk install a triangular braced folded plate 3" rise with a 12" run and extension or tabs to mount. Though the concrete is curved the intent is to not cut pavers and simply stagger the edge. Bring soil and sod up to the pavers that are set on the prepared concrete. Consider proper drainage.



Alternative: Contractor may choose to remove the concrete and install pavers with standard base preparation and sand bed per manufacture's requirements. Area surfaced with pavers to match up with concrete removed. Delete the triangular transition.

This area is provided with a custom bike rack (CLEO) and signage. (see site furnishings) place at north edge of new paver to be viewed between the 2 large flowing crab trees.

Related Work & Installations: Note the requirements of other work called out in other specification (Architectural), graphics, and drawings.

Site Furnishings: Signage, posts, lighting, railings, benches, trash receptacles, etc.:

Site furnishing shall be planned for with provisions for installations made prior to other work being performed. Care shall be taken so as not to damage systems and other installed work.

Site Soil Retention & Flatwork:

Concrete blocks: Retaining wall concrete blocks are utilized in several area of the site to build-up areas for surfaces and to control run off.

Cast Concrete wall/sidewalk/bench: A concrete wall (capped w/ bench) and sidewalk bisects the site to connect portions of the site. The construction is integral to how the site is intended to perform.

Concrete walk: The completion of concrete walkways that includes a stub-wall/bench is a significant aspect of the park project. The landscape contractor shall review other sections of the specifications for integration of their required landscape work.

Planting Details:

DECOMPOSED GRANITE

2" MIN. DECOMPOSED GRANITE FINISH GRADE TO BE RAKED SMOOTH. PROVIDE FINAL APPLICATION OF WEED CONTROL UPON FINAL RAKING.

FINE GRADED SUBGRADE. APPLY PRE-EMERGENT HERBICIDE AS PER MANUFACTURER'S RECOMMENDATIONS. (SURFLAN or EQUAL APPROVED BY COF).

ALL GROUND COVERS TO BE PLANTED ON CENTER (SEE PLANT LEGEND) IN A TRIANGULAR PATTERN. X=O.C. DIMENSION AS NOTED ON PLAN. Y=0.86 OF DIMENSION "X".

MULCH SOIL TO A DEPTH OF 2" 1" IN DIAMETER. KEEP MULCH 2" AWAY FROM PLANT BASE.

BACKFILL WITH NATIVE SOIL. APPLY SLOW-RELEASE FERTILIZER TO SURFACE AWAY FROM TRUNK PER MANUFACTURER'S SPECIFICATIONS.

GROUNDCOVERS

PREPARE SOIL PER SPECIFICATIONS AND ROTOTILL TO A DEPTH OF 6" PRIOR TO ANY SPRINKLER WORK.

SHRUB PLANTING

FORM TEMPORARY IRRIGATION BORDER JUST OUTSIDE OF ROOT BALL. USE WATER TO SETTLE BACKFILL. DO NOT PACK BACKFILL.

SET TOP OF ROOT BALL AT SOIL SURFACE.

BACKFILL WITH NATIVE SOIL (NO ROCKS GREATER THAN 1") APPLY SLOW-RELEASE FERTILIZER TO SURFACE AWAY FROM TRUNK PER MANUFACTURER'S SPECIFICATIONS.

PLANTING HOLE SHALL BE 2-2 1/2 TIMES DIAMETER OF ROOT BALL AND NO DEEPER THAN HEIGHT OF ROOT BALL. SCARIFY SIDES AND BOTTOM OF PLANTING HOLE.

SCARIFY SIDES OF ROOT BALL PRIOR TO PLANTING.

TREE PLANTING AND STAKING

PRUNE TREE AT TIME OF STAKE REMOVAL.

(2) 2" DIAMETER x 10' LONG LODGEPOLE PINE TREE STAKES. BURY 3" IN GROUND AND CUT OFF STAKE 12" ABOVE TIE WIRE. STAKES SHALL REMAIN IN PLACE FOR 2 YEARS UNLESS REMOVAL IS APPROVED BY MAINTENANCE DIRECTOR.

SET TOP OF ROOT BALL AT SOIL SURFACE.

TWO STRAND -12 GA. GALV. WIRE WITH NYLON MESH STRAP WITH END OF WIRE TWISTED AROUND POLE. TIES SHALL BE 2 OPPOSING LOOPS, NOT TO BE A SINGLE LOOP.

FORM TEMPORARY IRRIGATION BORDER JUST OUTSIDE OF ROOT BALL. USE WATER TO SETTLE BACKFILL. DO NOT PACK BACKFILL.

BACKFILL WITH NATIVE SOIL (NO ROCKS GREATER THAN 1") APPLY SLOW-RELEASE FERTILIZER TO SURFACE AWAY FROM TRUNK PER MANUFACTURER'S SPECIFICATIONS.

PLANTING HOLE SHALL BE 3 TIMES DIAMETER OF ROOT BALL AND NO DEEPER THAN HEIGHT OF ROOT BALL. SCARIFY SIDES AND BOTTOM OF PLANTING HOLE.

SCARIFY SIDES OF ROOT BALL PRIOR TO PLANTING.

NOTES:

- SUFFICIENT CLEARANCE SHALL BE MAINTAINED BETWEEN SHRUBS AND UTILITY FACILITIES SO AS TO NOT HINDER USE OF THESE FACILITIES.
- PLANT PIT BASINS WITHIN SLOPED PLANTING AREAS SHALL BE CONSTRUCTED WITH A MAX. 2:1 SLOPE. PROVIDE SMOOTH TRANSITION TO SURROUNDING FINISH GRADE.
- SEE DETAIL 18-04-050 FOR CONIFER TREE PLANTING.

City of Flagstaff

LANDSCAPE DETAILS

ENGINEERING DETAIL

DETAIL NO. 18-03-050

REVISION DATE: 11/22/16

1/1

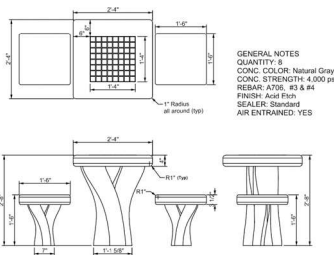
Building & Services

CMU storage & systems Building: A small cement block (CMU) building is being constructed to be the central point of all systems and controls for the park. Review this building design and requirements for integration with landscaping requirements. **Only the foundation and rough-ins are included in the initial phase.**

Electrical Service – Pocket Park: Overhead electrical lines to a west light pole supply power to the west bollard lights and will remain. Replacement lights are being completed in a separated contract.

Cleo Murdoch Neighborhood Park – Site Furnishings.

Park Chess Tables: Provide and install 2 precast concrete chess tables (with chess board) manufactured by UPC Park Site Furnishings. 2 tables to be installed in new decorative pavers on the south side of the new concrete walk. One (1) table in standard seat configuration and one table (ADA) ordered with an extra seat at 90 degrees for HC roll-up on concrete paver surfaced area (3 seats total for ADA table). Contractor to confirm that seats are separate from table, if not provide an alternative additional seat.



<https://upcparks.com/site-furnishings/>

Provide one (1) Dog Waste Stations at the north curb-cut entry point to park.

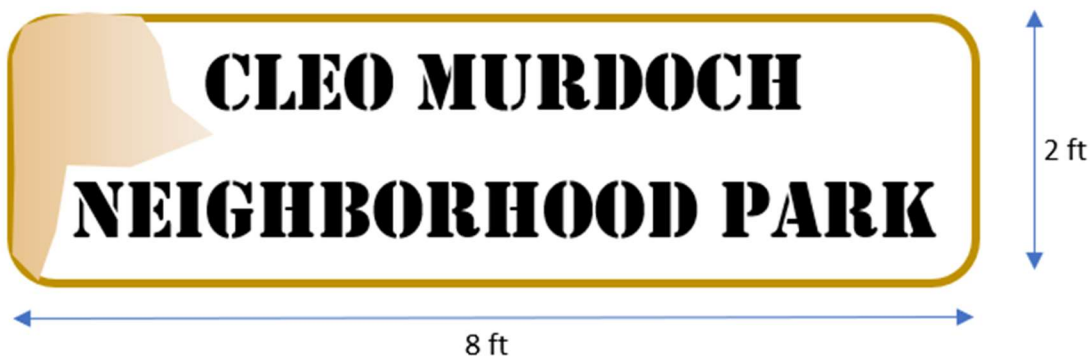


Dog Waste Depot 12316 World Trade Drive San Diego, CA 92128 800-678-1612

Signage:

Park Rules: Provide and install 5 park rule posts at entry points to the park. Parks (PROSE) is providing the signage with the park rules. Contact PROSE representative for post locations and post requirements that allow mounting of rule signage.

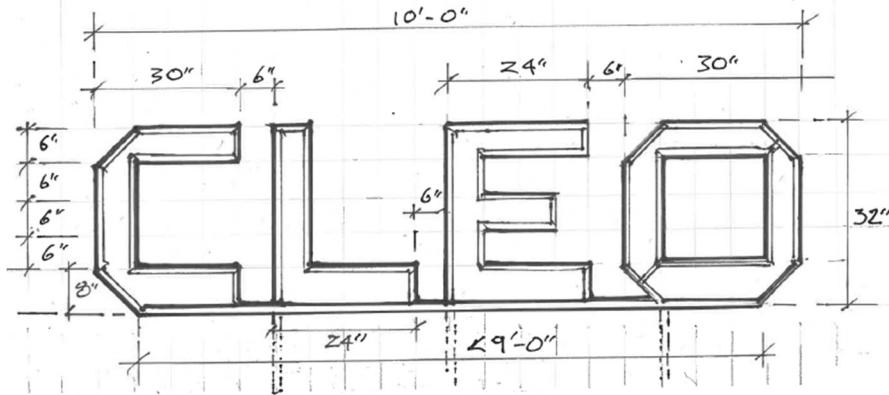
Park Monument Sign: Provide a 2-foot x 8-foot park monument sign. Sign made of rusting Core-Ten (aka core-10) steel plate. Indicated below the text in black indicates cutouts of the steel with stencil text. The general location of the sign is at the corner of Brannen Ave and WC Riles St, confirm location with Project Manager/Architect and Parks (PROSE) to confirm location. Install with break-away posts set in concrete.



Custom Bike Rack:

The Contractor is to have fabricated and installed a custom bike rack for the park. Bicycle Rack to be an adapted block letter graphic reading "CLEO" per the namesake of the Park "Cleo Murdoch". The 4 letters are fabricated of 1 & ½" nominal outer dimension schedule 40 steel tubing. The tubing outlines the block letter for enclosed areas to secure the bike lock. Block lettering is set out with a grid of 6" with (4) 6" grids high and bottom grid 6" wide and 8" high for a total height of 32". "C & O" are 30" in width and "L & E" at 24" with 6" between each letter. Link all letters with a continuous tub and provide 12" long extensions for embedding into concrete for inground mounting. Assembled letters to be power-coated purple. *See Flagstaff Municipal Code Appendix 1.4 Bicycle Parking Space Design Requirements, "C" Alternative Bicycle Designs for additional information and requirements. See Drawing:*

Location is generally at the north edge of the concrete paver area with access in from the central curb cut. Contact Project Manager/Architect for exact placement.



Bike Rack Sign: Provide one sign (9 X12) or similar standard available size (aluminum sign panel) and post calling out custom bike rack. To read “Lock your bike up with Cleo” include bicycle graphic.

Site Electrical:

The electrical is to come from an existing APS pole with drop-down protection and trenched over to new small CMU storage/systems building’s **footing**. Install new 200-amp meter base, disconnect and panel on an “H” frame that can later be integrated and secured to the completed CMU building. Power to come from the east alley APS pole (L374620).

Meter Base & Electrical Panel:

The project will have small electrical loads though the preference is to have a 200-amp panel. Contractor to confirm loads and discuss requirements with APS. Below is an excerpt of APS preapproved panels. Contact APS for additional information. Place “H” frame for electrical on the south side of the CMU foundation, noting that a roof scupper is on the north and there is a door on the west and east. Contact project architect for detailing of later integration with CMU building.

ARIZONA PUBLIC SERVICE COMPANY

PRE-APPROVED EQUIPMENT LIST

RESIDENTIAL ALL-IN-ONE METER PANELS

(THAT WILL ACCEPT LOAD CONTROL CT'S IN THE NON-SEALED AREA)

All new panel installations and upgrades will require customer/contractor to install an all-in-one denoted on this list, with main disconnect(s) that meet current AIC requirements (per APS ESRM). APS does not allow the use of the flush mount panel design with an overhead panel. Overhead riser is not allowed to be enclosed or covered in a wall. All Equipment listed shall be installed per the manufacturers installation instructions. It is intended as an informational tool regarding what equipment will accept load controller CT's in the non-sealed, customer portion of the service equipment. Equipment not listed does not imply CT location in sealed utility area is permitted. Equipment shall have CT's located in the customer's side of the equipment. In all cases, APS Service Requirements and EUSERC Manufacturing Requirements shall apply. For specific questions regarding the service equipment, please contact the Manufacturer's Representative listed.

APS does not allow the use of the flush mount design with an OH panel. The affected catalog numbers are marked with an asterisk (*). This note applies to all residential panels on this approved list

MANUFACTURER	REPRESENTATIVE	AMPS	CATALOG NUMBER	UG/OH
CIRCLE AW	Apex Electric Sales	400	U4042230MC/22K	UG
	Rick Kostewa	400	U4042MC (Meter/Main)	UG
	480-940-1010			
EATON (Formerly Cutler Hammer)	James Hayes	100	MBE1428B100BS or F*	UG
	480-449-4277	100	MBE1224B100BTS or F*	UG
		100	MBE1224B100TS	OH

Lighting rough-in & Electrical

Concept: The lighting for the park is conceived to significantly improve visibility with the park with multiple fixtures and configurations yet implemented in a later phase. In the west pocket park area, the low bollard lights are being replaced with improved bollard lights under a separate contract. Lighting is designed to improve safety as well as enhance the appearance of the park and its neighborhood use. **Rough-in:** Provide rough-ins for lighting, irrigation, and irrigation controls with routing in appropriately sized PVC conduit.

“Hot box” (irrigation water to site) power for heat-tape: Contractor to provide an underground circuit to the existing hot box. Provide a GFIC weatherproof duplex outlet within box for heat-tape. Contractor to install heat-tape on existing exposed plumbing and wrap with thin fiberglass tape.



Concrete Block Storage/Utility Building (castle (“Rook”) chess piece)

The CMU Storage/Utility building is to be the central point for the parks systems (irrigation controls and electrical service location), storage for maintenance equipment and the large chess pieces for the mega chessboard. The building is to be semi-reminiscent of a “Rook” aka “Castle” chess piece with a crenelated top and detailing related to the mega chess board.

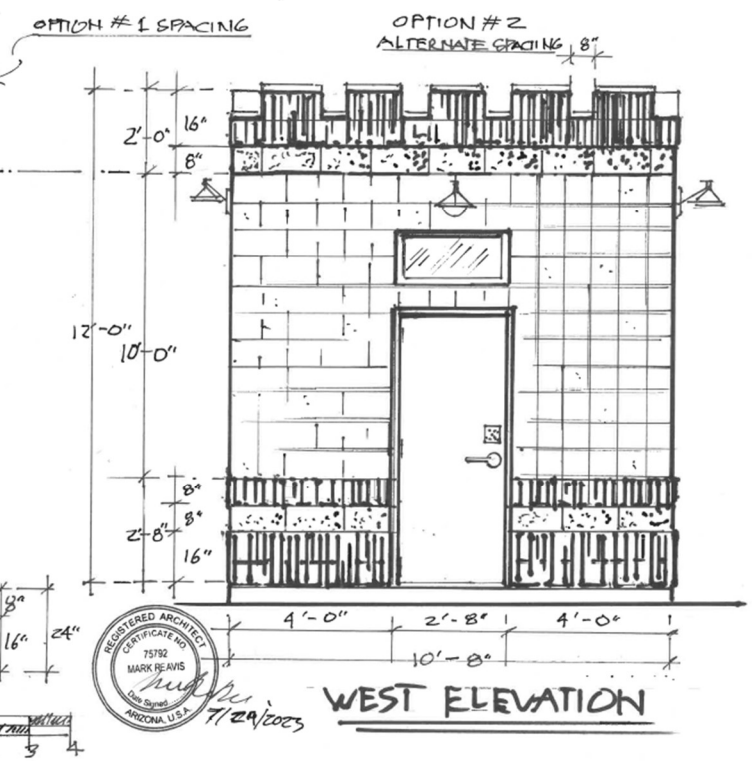
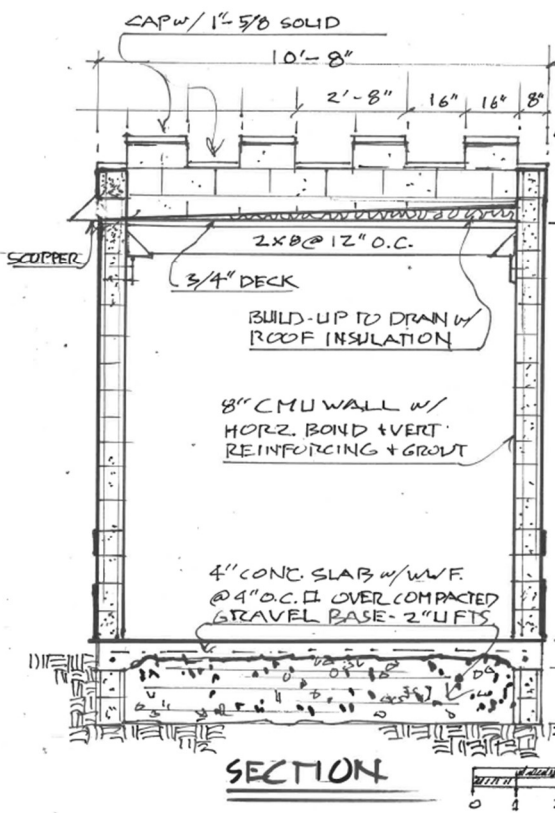
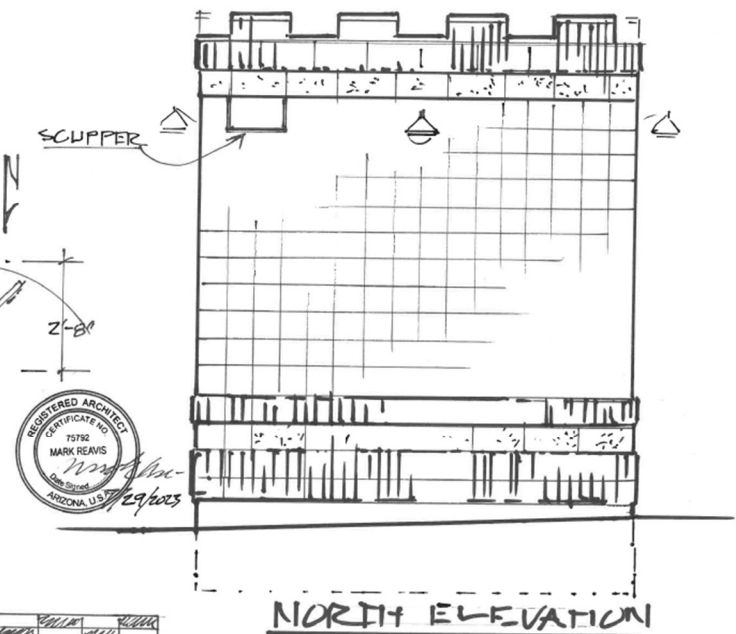
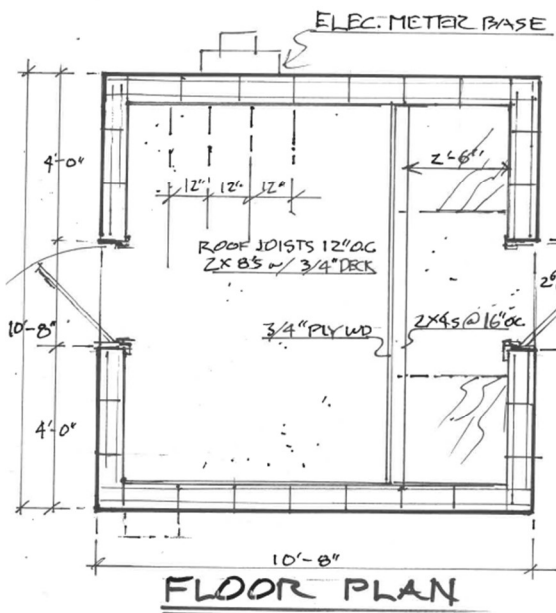
NOTE: For this portion of contracted landscape work the contractor is to provide only the initial CMU foundation and rough-ins. The entire building specification is included to assist the contractor with related requirements.

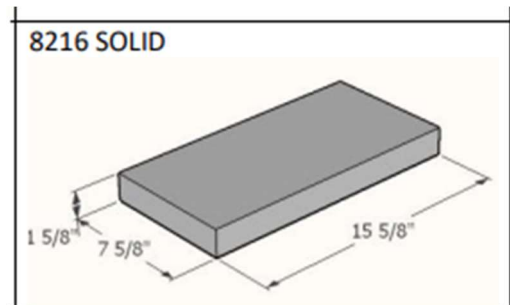
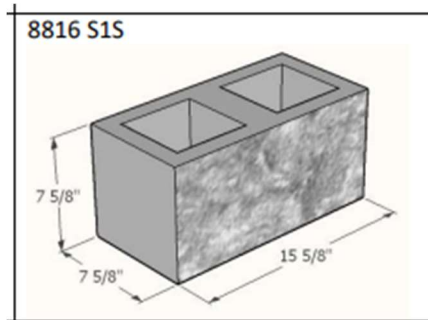
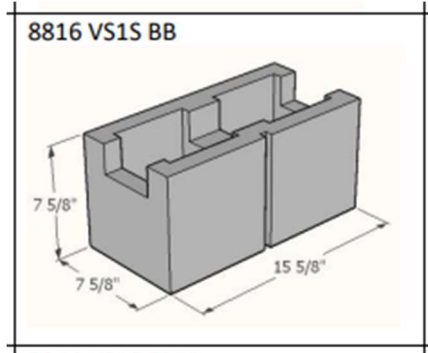
- 10’-8” X 10’-8” CMU building footprint (See site plan for general location). The building is to line up with the existing former concrete driveway to the east. Cut concrete as required for installation of building. For a final floor height of 2-3” above mega chessboard (and new pavers) surface height for West Elevation door, excavate to required depth. Footings are (2) stacked 8” X 16” perimeter CMU blocks as footings (1 # 4 rebar horz each grout solid), compact gravel fill @ 2” lifts. **NOTE: Modify foundation to be (3) stacked CMUs and deletion of the Concrete Slab with compacted gravel brought up flush with the intended floor level.** Plan for and stub in protecting PVC conduit for electrical runs to lighting and irrigation control valves and all other requirements. **NOTE: Delete thickened slab as follows.** Cap CMU footings with a 4” reinforced slab (4” x 4 Welded Wire Fabric reinforcing) and 8” thickened edge (w/ #4 rebar horz). Pour per building plan set over compacted gravel base.

NOTE: Provide all rough-ins and provisions for plumbing, irrigation, electrical, and controls required for future completion of the building.

- Plumbing: The building shall also be equipped with water and a keyed hose bib on the exterior. Recommendation is on the west elevation (consult with project manager for alternate location if site conditions dictate).
- Provide a 10’-8” x 10’-8” Cement Masonry Unit (CMU) storage/utility building on the site. Building is approximately 12 feet in height with a crenelated top resembling a “Castle” (Rook) chess piece. Option #1 is the preferred CMU Spacing for Fluted CMU and solid 1-5/8” caps. Three CMU block (8” X 16”) types are called out that have various surface treatments. 1) Smooth face with vertical score (standard gray) for body, 2) Split face for banding detail (Burlap if in-stock available or gray), 3) 2” fluted for base and cap (gray) with fluted design extending 9”. Basic units are provided (shown below) with the contractor providing all other accessory block in the category for corners, bond-beams and required accessories.
- Building to be provided with a (2) 2’-6 x 6’-8 hollow metal doors & masonry frames with security keyed (mechanical code locks) provisions. One door on west elevation for mega chess piece access storage and one for access to larger area of the building for park systems on east elevation. The west elevation is to include a glazed window (Plexi-glass) for the mounting of the security monitor (showing monitoring/recording is taking place). Provide signage on building indicating surveillance.

- Building is for mounting of the park's electrical service (underground feed, meter base, disconnect, grounding), video monitoring, irrigation controls to the irrigation system valves. Building to also contain electrical power distribution to the park's lighting components and exterior and interior lighting of the building (motion activation) and power receptacles (interior and exterior). Building to have integrated shielded lighting on each face (see lighting). Provide storage shelving for chess pieces (west) and shelving east as required. *NOTE: see architectural plans for construction detailing, notes, and for more specific requirements.*
 - Irrigation control board supports zone control valves for sprinklers and drip irrigation. PVC conduit for electric lines to control valves.
 - Electrical service (from eastern pole trenched across site) meter and distribution panel is located at new CMU building. Electrical power from building to "pocket park picking up existing lighting location. Underground routing to feed to existing and new lighting.
 - Building will contain video monitoring and recording device. 8 channels min with 8 cameras with night vision capabilities. One camera per building elevation (X 4); two additional focused on west pocket park, and one per door pointing at the door from the interior. The west wall of the CMU building will have a protected plexi-glass window for placing a video monitor screen visible from the exterior. Provide an additional monitor in the interior of the east portion of the building.
- East Area – Additional Items: Contractor is to provide 2 complete project manuals, indicating all items w/ installation instruction & warranties, etc, utilized in the park. Provide 3 additional light fixtures (pole mount type) and 1 additional wall mount fixture. Provide 2 each of each type of sprinkler head utilized. Provide as-built notes on project changes and sketches of underground electrical runs. Provide a diagram of sprinkler layout.





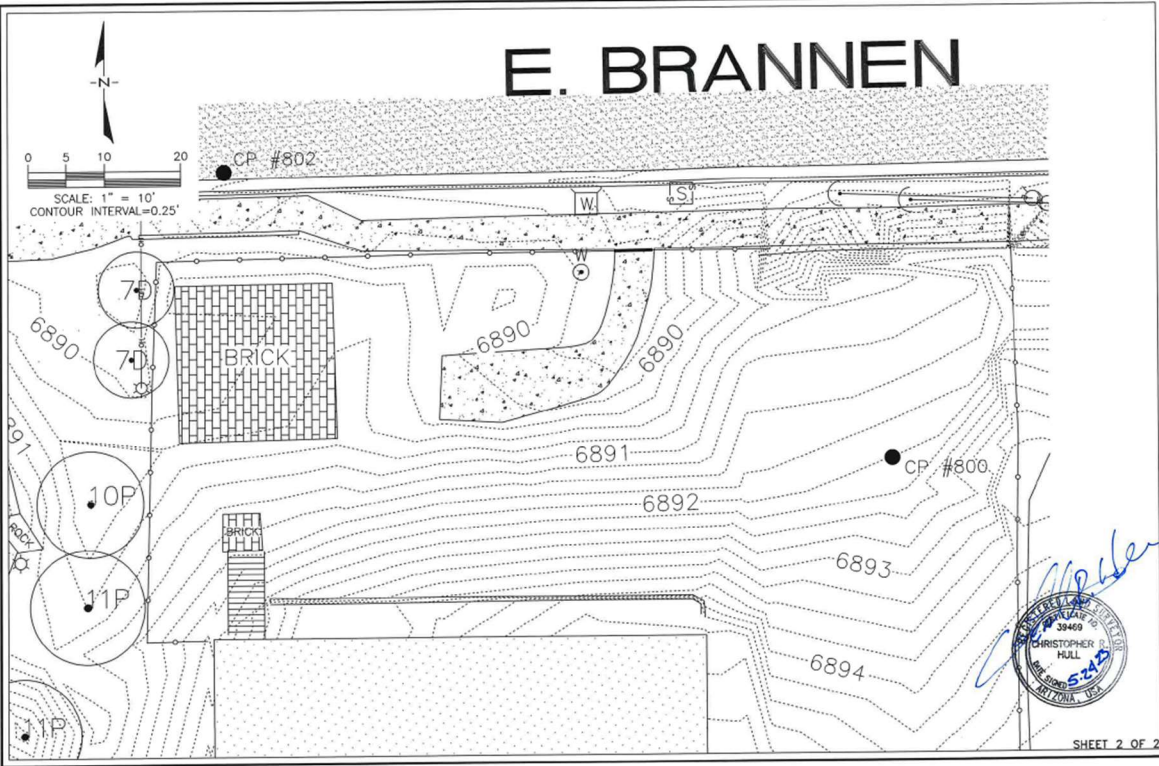
NOTE: All work is generally described and is to be “performed” by the contractor following best practices in a workman-like manner. Not all details and exact measurements have been provided. Contact the Project manager with any questions or requirements.

Mark A. Reavis, AICP, NCARB

Heritage Preservation Officer/Neighborhood Planner
Planning & Development Services, 211 W. Aspen Av.
Community Development, Flagstaff AZ 86001

Phone/message: (928) 213-2633

Mark.Reavis@flagstaffaz.gov [www|flagstaffaz.gov](http://www.flagstaffaz.gov)



TOPOGRAPHICAL SURVEY
MURDOCH RECREATION CENTER
CITY OF FLAGSTAFF

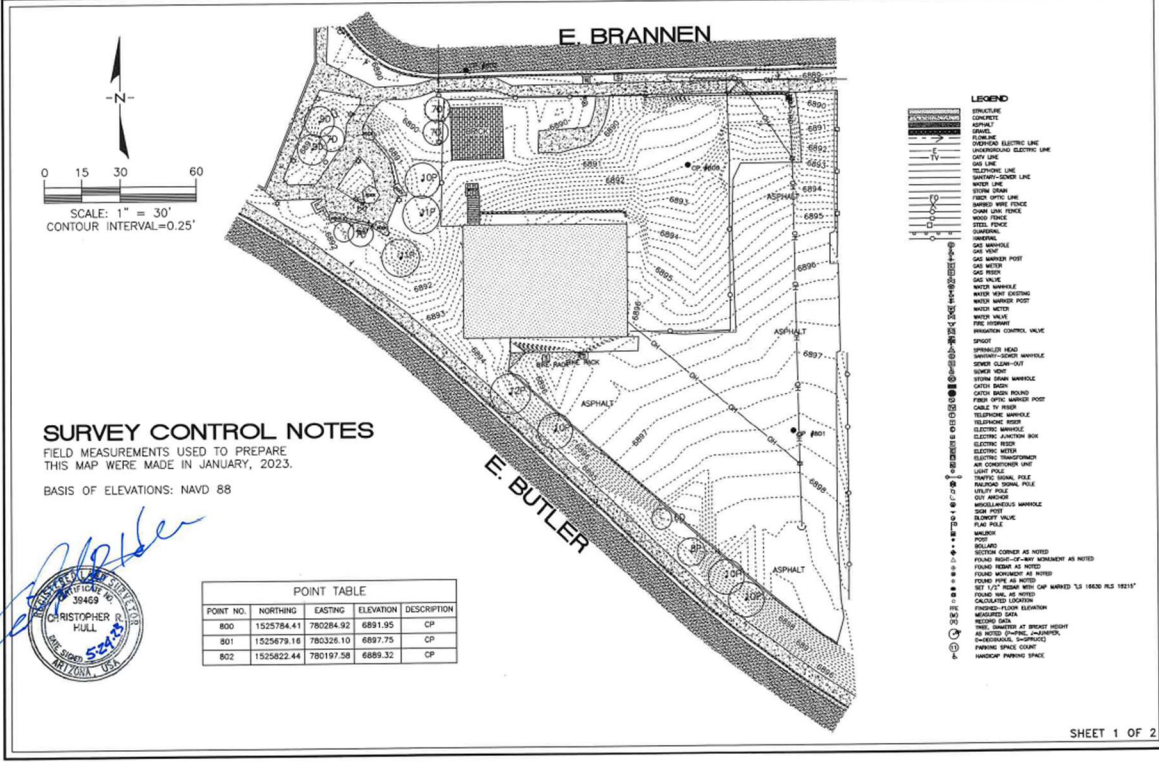
DRAFTED BY: JMF
DATE: 5-23-23
PROJECT: 22-2005
FNS: NEW 11417

WOODSON SURVEYING, LLC
ENGINEERING
124 N. ELLEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4655 FAX: (928) 774-4646

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DRAFTED BY: JMF
DATE: 5-23-23
PROJECT: 22-2005
FNS: NEW 11417

SHEET 2 OF 2



SURVEY CONTROL NOTES
FIELD MEASUREMENTS USED TO PREPARE THIS MAP WERE MADE IN JANUARY, 2023.
BASIS OF ELEVATIONS: NAVD 88

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
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801	1525679.16	780326.10	6897.75	CP
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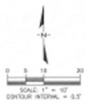
SHEET 1 OF 2

TOPOGRAPHICAL SURVEY
MURDOCH RECREATION CENTER
CITY OF FLAGSTAFF

WOODSON SURVEYING, LLC
ENGINEERING
124 N. ELLEN ST.
FLAGSTAFF, AZ 86001
PHONE: (928) 774-4655 FAX: (928) 774-4646

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PROJECT: 22-2005
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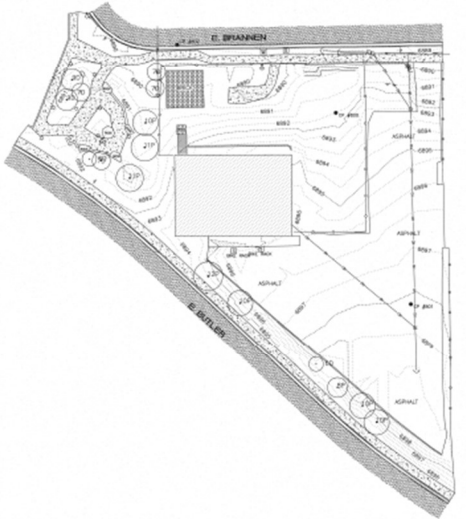
TOPOGRAPHICAL SURVEY
 PORTION OF SECTIONS 21 & 22, TOWNSHIP 21 NORTH, RANGE 7 EAST,
 GILA AND SALT RIVER MERIDIAN,
 CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA



233005

WOODSON ENGINEERING AND SURVEYING, L.L.C.
 101 N. BIRCH ST., FLAGSTAFF, AZ 86001 • PHONE: (928) 779-0011 • WWW.WOODSONAZ.COM

- LEGEND**
- STRUCTURE
 - CONCRETE
 - ASPHALT
 - PAVING
 - OVERHEAD ELECTRIC LINE
 - UNDERGROUND ELECTRIC LINE
 - CITY LINE
 - TELEPHONE LINE
 - WATER SUPPLY LINE
 - STORM SEWER
 - BRICK WALL
 - MASONRY BLOCK WALL
 - CHAIN LINK FENCE
 - WOOD FENCE
 - STEEL FENCE
 - GUARDRAIL
 - GAS METER
 - GAS METER POST
 - GAS METER BOX
 - GAS VALVE
 - WATER METER
 - WATER METER POST
 - FIRE HYDRANT
 - IRRIGATION CONTROL VALVE
 - STREET
 - DRIVEWAY
 - DRIVEWAY MARKER
 - STORM DRAIN
 - STORM DRAIN MANHOLE
 - CATCH BASIN
 - CATCH BASIN MANHOLE
 - CABLE TV METER
 - TELEPHONE MANHOLE
 - ELECTRIC METER
 - ELECTRIC METER BOX
 - ELECTRIC TRANSFORMER
 - WOOD POLE
 - METAL SIGNAL POLE
 - METAL SIGN POLE
 - UTILITY POLE
 - MULTI-LANE MANHOLE
 - IRON POST
 - SURVEY POINT
 - BENCHMARK
 - SPOT ELEVATION
 - RECORD DATA
 - SPOT ELEVATION AT NEAREST STRIP
 - SPOT ELEVATION AT CENTER OF STRIP
 - PARKING SPACE
 - DRIVEWAY MARKING SPACE



SURVEY CONTROL NOTES
 FIELD MEASUREMENTS USED TO PREPARE THIS MAP WERE MADE IN JANUARY, 2023.
 BASE OF ELEVATIONS: NAVD 83.

POINT TABLE

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
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802	1326922.44	785197.08	6898.22	GP



1-27-2023
 TOPOGRAPHICAL SURVEY

Bid Form

Cleo Murdoch Neighborhood Park

All work as discussed with Amy Hagin shall be executed professionally by a qualified contractor for a total Price of: \$ 344,169 .00
Cost includes P&P bond.

In writing: Three Hundred Forty Four Thousand One Hundred Sixty Nine .00

Add Alternate #1 Carpentry for Stub-wall bench wall cap \$ Included .00

In writing: Included in base bid .00

Return via email or hand deliver to Front Counter Community Development, City Hall 211 W Aspen Ave, Flagstaff AZ - Bid price submitted to remain confidential until bid award.

Work is estimated to commence on July / / ~~2023~~ 2024 CL Initial

Project Performance Specifications understood. CL Initial

Contractor Insured by: Selective Insurance Company of America Initial

Davis Bacon Wage Documentations Available Yes Initial

Contactor's Firm Name Morning Dew Landscaping, Inc.

Contactor's Legal Representative *sign* _____

Print Chris Lloyd

Contractor's License Number KB2 - 276527/CR-21 153463

Project Manager/ Architect Mark Reavis, AZ # 75792

Mark A. Reavis, AICP, NCARB

Heritage Preservation Officer/Neighborhood Planner
Planning & Development Services, 211 W. Aspen Av.
Community Development, Flagstaff AZ 86001

Phone/message: (928) 213-2633

Mark.Reavis@flagstaffaz.gov www.flagstaff.az.gov

EXHIBIT B - AGENCY CONTRACT

JOB ORDER CONTRACT

Between

Coconino County Flood Control District

and

Morning Dew Landscaping, Inc.

Effective From: June 6, 2023 To: June 30, 2028

[AWARDED PURSUANT TO REQUEST FOR QUALIFICATIONS RFQ 2023-105]

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- EXHIBIT C: PERFORMANCE BOND
- EXHIBIT D: PAYMENT BOND

JOB ORDER CONTRACT

THIS JOB ORDER CONTRACT is entered into and made effective June 6, 2023 (the "Effective Date") by and between the Coconino County Flood Control District, a political subdivision of the State of Arizona (the "District") and MORNING DEW LANDSCAPING, INC., an Arizona corporation with offices at 2684 E. Huntington Drive Flagstaff, Arizona 86004 (the "Contractor").

RECITALS

A. The District intends to contract to construct a number of Projects that will be constructed as Job Orders.

B. The Contractor has represented to the District the ability to provide or procure construction and design services and based on this representation the District engages the Contractor for these services.

AGREEMENT

NOW THEREFORE, for and in consideration of the introduction and recitals above, which are incorporated herein by reference, the mutual covenants and considerations hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the District and the Contractor as follows:

ARTICLE 1 - DEFINITIONS

1.1 "Construction Documents" means the plans, technical specifications and any approved Shop Drawings related to the Work.

1.2 "Contract" means this agreement including its attachments and all Job Orders that may be issued hereunder, and any modifications to this agreement, its attachments and its Job Orders.

1.3 "Contract Amendment" means a written modification to this Contract, executed by the District and the Contractor.

1.4 "Contract Documents" means the following items and documents in descending order of precedence executed by the District and the Contractor: (i) Job Orders, including any amendments thereto; (ii) Contract Amendments; (iii) this Contract, including all exhibits and attachments; (iv) the Request for Qualifications issued in conjunction with this Contract; (v) the Contractor's Proposal in response to the Request for Qualifications; and (vi) the Contractor Statement of Qualifications.

1.5 "Contract Services" means the services required of the Contractor by the Contract Documents.

1.6 “Contract Time” means the time set forth in Section 4 subject to Contract Amendments approved in accordance with this Contract.

1.7 “Contractor’s Representative” means the Contractor’s duly authorized representative specifically authorized to act for the Contractor by executing the Contract and any modifications thereto. The Contractor’s duties include administration of the Contract on behalf of the Contractor and performance of the Work.

1.8 “Cost of the Work” means the direct costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include the Contractor’s construction fee, general conditions costs, and taxes.

1.9 “Critical Path” means the time set forth in the Schedule (as described in Section 4.2) that represents the minimum time necessary to complete the sequence of dependent tasks in a Job Order.

1.10 “Day(s)” means calendar day(s) unless otherwise specifically noted in the Contract Documents.

1.11 “Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ from the conditions indicated in the Job Order; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

1.12 “District’s Authorized Representative” means the firm or person or their properly authorized delegates designated by the District to oversee the Work.

1.13 “Engineer” means the architectural or engineering firm, if any, designated by the District to prepare plans and specifications for the Work and perform other design or submittal services as required by the District. If an Engineer is not designated, the Engineer’s duties will be performed by the person or entity designated by the District’s Authorized Representative.

1.14 “Final Acceptance” means the completion of a Job Order as prescribed in Section 3.7 below.

1.15 “Job Order” means a specific written agreement between the District and the Contractor for specified Work to be performed under this Contract, including a scope of Work, the Job Order Price, the Job Order Time and any special conditions that may apply. The Job Order includes the Construction Documents and any applicable special provisions included therein.

1.16 “Job Order Payment Request” means the District form used by the Contractor to request progress payments for Job Orders in accordance with Section 6 below.

1.17 "Job Order Price" means the sum of: (i) the maximum cost of the Work for a Job Order; (ii) the Contractor's construction fee; (iii) the general conditions fee; (iv) taxes, bonds, insurances costs; (v) and contingency as proposed and approved.

1.18 "Job Order Time" means the time set forth in a Job Order specifying when the Contractor will perform the Work from the Job Order Notice-to-Proceed to Substantial Completion.

1.19 "Legal Requirements" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasigovernmental entity having jurisdiction over a Site or any Work, including, but not limited to: (i) requirements of the respective "Authority Having Jurisdiction" (Coconino County, the District or the City of Flagstaff or other jurisdiction depending on location and permitting); (ii) Coconino County's Engineering Design & Construction Criteria and Construction Standards; (iii) ADOT Standards and Specifications, current edition(s); (iv) MAG Standards and Specifications, current editions/revisions; and (v) Manual of Uniform Traffic Control Devices (MUTCD), current edition.

1.20 "Project" means the Work as carried out at a particular Site pursuant to a Job Order.

1.21 "Purchase Order" means the written documentation from the District confirming the scope of Work and agreed-upon compensation for a Job Order.

1.22 "Shop Drawings" mean drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

1.23 "Site" means the land or premises upon which the Work pursuant to a Job Order is to be performed.

1.24 "Subcontract" as used herein means any Contract, including purchase orders (other than one involving an employer-employee relationship) entered into by the Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.25 "Subcontractor" or "Subconsultant" means any person or entity retained by the Contractor as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.26 "Substantial Completion" means the Work has been completed in accordance with the Contract Documents to the extent that the District can use or occupy the entire Project, or the designated portion of the Project for the use intended without any outstanding, concurrent construction at the Site, except as may be required to complete or correct punch list items.

1.27 "Work" means any or all of the services that are set forth in any Job Order and all labor, services, incidental expenses and material necessary or incidental thereto.

ARTICLE 2 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

2.1 General Provisions.

A. General Information. This is a fixed unit price, indefinite quantity type Contract for the performance of a broad range of construction, repair and maintenance work on an as-needed basis as may be required by the District. The specific work requirements will be identified in Job Orders to be issued by the District. Contract Services will include, but are not limited to the following:

- Provide preconstruction services
- Serve as the general contractor during construction
- Coordinate and manage subcontractors during construction
- Coordinate with franchise utilities
- Attend public meetings and provide notifications (when required)
- Arrange for procurement of materials and equipment
- Schedule and manage Site operations
- Use a collaborative process
- Provide quality controls
- Bond and insure the construction of certain projects based on cost or risk
- Comply with all federal, state and local permitting requirements
- Maintain a safe work site for all project participants
- Provide commissioning
- Prepare and turn over record drawings (when required)
- Provide operations and maintenance manuals (when required)
- Provide repairs to existing District infrastructure and District assets

B. General Scope of Work. The District requires general contracting (flood control) construction services for minor and major construction projects, maintenance, renovations, repairs, additions, demolition, re-constructions and alteration services to District facilities, roadways, and District infrastructure. The Contractor will be required to furnish all materials, equipment and personnel necessary to manage and accomplish each project.

(1) All work performed by the Contractor shall meet all applicable state and local codes and the Contractor shall be required to obtain all required permits and inspections.

(2) Job Orders will include, but are not limited to tasks such as construction and repair of on-forest watershed restoration measures, construction and repair work in support of Forest Restoration, construction and repair of flood water detention & retention facilities, floodwater conveyance channels, box and other forms of culverts/crossings, storm drain systems and inlets, bridges, catch basins, rock riprap, gabion baskets, excavation, drainages, and associated roadway grading, surfacing, placement of aggregate base, millings, asphalt pavement, roadway striping, concrete work, tree removal, traffic control, and utility relocations.

(3) Job Order proposals shall include, unless waived by the District, a completed "JOC Task Matrix" in the form attached as Exhibit B hereto and incorporated herein by reference.

C. Work Authorization. Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

(1) As the need exists (as determined by the District) for performance under the terms of this Contract, the District will notify the Contractor of an existing requirement.

(2) Upon the receipt of this notification, the Contractor shall respond within two working days, or as otherwise agreed, by: (a) visiting the proposed Site in the company of the District; or (b) establishing contact with the District to further define the scope of the requirement.

(3) After mutual agreement on the scope of the Work, the Contractor shall then prepare a proposal for accomplishment of the task unless the Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, the Contractor will so notify the District in a timely manner.

(4) The Contractor's proposal shall be submitted within 10 Days unless otherwise agreed.

(5) Upon receipt of the Contractor's proposal, the District will review the proposal for completeness and will reach agreement with the Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

(6) In the event the District does not issue a Job Order after receipt of the Contractor's proposal, the District is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal.

D. Scheduling of Work.

(1) For each Job Order, the District will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of the Contractor. The Contractor shall diligently prosecute the Work to completion within the Job Order Time. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed.

(2) Placement of materials and equipment on the Site shall be made with a minimum of interference to neighboring property and the District's operations and personnel.

(3) The Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by the Contractor at no cost to the District.

(4) The Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to the District for approval.

E. Quality Assurance/Quality Control Program. The Contractor shall submit, for the District approval, a quality assurance/quality control plan within 15 calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with the District's inspectors.

F. Shop Drawings. The Contractor's duties under the Contract include the preparation of Shop Drawings or sketches necessary to permit orderly construction of the District's design plans. The Contractor agrees to provide detailed design drawings and plans if requested by the District.

G. Commencement of the Work. Performance of the Work shall be undertaken only upon execution of a Job Order by both parties and delivery of a Purchase Order and Notice to Proceed by the District. In response to Job Orders that may be mutually agreed upon and issued periodically by the District, the Contractor shall, in accordance with the Contract Documents, except as may be specified elsewhere in the Contract Documents, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design and construction services related to the Work, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order.

H. Quality Standards. The Work shall be performed in a good, workmanlike and substantial manner and to the satisfaction of the District and under the direction and supervision of the District's Authorized Representative, or the District's properly authorized agents within the care and skill of a qualified contractor in Flagstaff, Arizona.

I. Hours of Work.

(1) Standard hours of work will be from 7:00 AM to 4:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted; all hours worked on Saturdays, Sundays and holidays will be considered nonstandard hours.

(2) Non-standard hours worked by the Contractor to regain schedule or for the Contractor's convenience shall not be entitled to additional compensation.

J. Minor Design by Contractor. Minor design services may be required for some Job Orders. For those Job Orders that may require design services, the Contractor shall seek the services of an Arizona registered design professional to prepare plans for permitting.

(1) The selected design professional shall maintain at least \$1,000,000 Professional Liability Coverage.

(2) All documents prepared by the selected design professional are subject to review by the District. Review by the District does not relieve any design professional from the professional liability associated with the documents they have prepared.

K. Contractor Supervisor. The Contractor's Representative shall be reasonably available to the District and shall have the necessary expertise and experience required to supervise

the Contract Services. A Contractor's Representative will be assigned for each Job Order. The Contractor's Representative shall communicate regularly with the District and shall be vested with the authority to act on behalf of the Contractor.

L. Federally Funded Project Requirements. For Projects designated by the District as being funded, in whole or in part, by federal funding, the Contractor shall adhere to the Federally Funded Project Requirements set forth in Exhibit A attached hereto and incorporated herein by reference.

M. No Guarantee of Job Orders. This Contract embodies the agreement of the District and the Contractor to terms and conditions that will govern any Work described under a Job Order that may be issued by the District and agreed to by the Contractor. Nothing herein shall be construed as requiring the District to issue any Job Order, nor requiring the Contractor to accept same, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.2 Subcontractor Selection Plan. The Contractor must prepare and submit a Subcontractor selection plan with its response to the District's request for a Job Order.

A. Qualifications-Based Selection Required. The Subcontractor selection plan must provide a process to select Subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

B. No Deviation from Approved Plan. The approved Subcontractor selection plan must be adhered to for the duration of the Contract. Deviation from or changes to the approved plan must be submitted to and approved by the District.

C. District Right to Object. The District reserves the right to reject the Contractor's selection of Subcontractors on individual projects. Failure to include the subcontractor list in the price proposal submitted for each Job Order shall be cause for rejection of the proposal as non-responsive.

2.3 Government Approvals and Permits.

A. Permit Responsibility. Unless otherwise provided in a Job Order, the Contractor shall obtain or assist the District in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.**

B. Copies of Permits. Copies of these permits and notices must be provided to the District's Authorized Representative prior to starting the permitted activity. This provision does not constitute an assumption by the District of an obligation of any kind for violation of said permit or notice requirements.

C. Temporary Utilities. The Contractor is responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until

Final Acceptance of the Project. Arrangements for construction water are the Contractor's responsibility.

2.4 Pre-Construction Conference.

A. Timing of Conference. After execution of a Job Order by the District and the Contractor, but prior to issuance of a Purchase Order and prior to issuance of a Notice to Proceed and the commencement of any Work pursuant to such Job Order, a pre-construction conference will be scheduled.

B. Purpose of Conference. The purpose of this conference is to establish a working relationship between the Contractor, utility firms, and other interested entities. The agenda will include: critical elements of the Work and Schedule; submittal schedule; access to Site and protocol for admission; hours of construction operation, if different from the standard hours set forth in this Contract; designation of a staging area; specific quality requirements for equipment and material; requirements for catalog cuts, technical data, samples, Shop Drawings and incidental design; the presence of hazardous materials; coordination with the involved utility firms regarding temporary services and shutoffs; safety issues/concerns and procedures; date on which price proposal is due; cost breakdown of major lump sum items; payment application and processing; level of record drawings required; and emergency telephone numbers for all representatives involved in the course of construction.

C. Mandatory Attendance. The Contractor shall ensure attendance by the Contractor's Representative, the job superintendent, and the Contractor's safety officer.

D. Notice to Proceed Established. The Job Order Notice to Proceed date will be established.

2.5 Control of Work.

A. Supervision; Inspection. Unless otherwise provided in the Job Order to be the responsibility of the District or a separate contractor, the Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities necessary to permit the Contractor to complete the Work according to the requirements in this Contract and the Job Order.

B. Requisite Skill. The Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. The Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

C. On-Site Supervision. The Contractor's superintendent, or suitable designee, shall be present at the Site at all times that construction activities are taking place.

(1) All elements of the Work, such as concrete work, pipe work, etc., shall be under the direct supervision of the Contractor's foreman or designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

(2) In the event of noncompliance of this subsection, the District may require the Contractor to stop or suspend the Work, in whole or in part, until the required supervision is provided.

D. Manufacturer Approval. Where the Job Order requires that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

E. Materials Measurements. Before ordering materials or doing work, the Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences shall be submitted to the District for resolution before proceeding with the Work.

F. Field Measurements. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Job Order before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

G. Construction Grades; Lines; Benchmarks. The Contractor shall establish and maintain all building and construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This work shall be performed or supervised by a licensed civil engineer or surveyor.

H. Unsuitable Personnel. Any person employed by the Contractor or any Subcontractor who, in the opinion of the District, does not perform work in a proper, skillful and safe manner or is intemperate or disorderly shall, at the written request of the District, be removed from the Project by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of Project without the written approval of the District. The Contractor or Subcontractor shall defend and hold the District harmless from damages or claims which may occur in the enforcement of this section.

I. Responsibility for Subcontractors. The Contractor assumes responsibility to the District for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the District and any Subcontractor, including but not limited to any third-party beneficiary rights.

J. Coordination. The Contractor shall coordinate the activities of all Subcontractors. If the District performs other work on the Project or at the Site with separate contractors under the District's control, the Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.6 Control of Work Site.

A. Debris; Construction Waste. Throughout all phases of construction, including suspension of the Work, the Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit the Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, the Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the District to occupy the Project or a portion of the Project for its intended use.

B. Dust Control. The Contractor shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the District and in accordance with the requirements of any governmental entity having jurisdiction over air quality of the Project.

C. Site Storage. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the Contractor. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

D. Sanitary Facilities. During construction, the Contractor shall supply the Site with a minimum of one portable chemical toilet, or more as necessary or directed by the District for larger projects.

2.7 Specifications and Drawings.

A. Copy on Site; Order of Priority. The Contractor shall keep on the Work Site a copy of the drawings and/or specifications and shall at all times give the District's Authorized Representative access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the District's Authorized Representative, who shall promptly submit them to the District Engineer for a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

B. Term Usage. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the District or the District's Authorized Representative is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the District or the District's Authorized Representative, unless otherwise expressly stated. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying

the Contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

C. Omissions. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

D. Contractor Obligation to Inspect. The Contractor shall check all District-furnished drawings immediately upon receipt and shall promptly notify the District’s Authorized Representative of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

E. Ownership of Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to the Contractor or developed by the Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of the District and may be used by the District without any claim by the Contractor for additional compensation, unless such material developed by the Contractor does not result in an issued Job Order. In such cases, the Contractor will receive reasonable reimbursement for the development of such materials before the District uses them in any manner whatsoever. In addition, the District agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the District’s use of such materials.

2.8 Shop Drawings, Product Data and Samples.

A. Shop Drawing Approval. The Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the District’s Authorized Representative without evidence of the Contractor’s approval may be returned for resubmission. The District will indicate its approval or disapproval of the Shop Drawings and if not approved as submitted shall indicate the District’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the District shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract and the applicable Job Order, except with respect to variations described and approved in accordance with Subsection 2.8(B) below.

B. Variations. If Shop Drawings show variations from the Job Order requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the District approves any such variation, the District shall issue an appropriate Job Order modification, including any necessary adjustments related to the variation. If the variation is minor and does not involve a change in price or in time of performance, a

modification need not be issued.

C. Not Contract Documents. Shop Drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Job Order.

D. Timely Review. The Contractor shall review, approve, verify, and submit to the District copies of each Shop Drawing, product data, samples, and similar submittal required by the Job Order in accordance with the approved schedule as to cause no delay in the Work or in the activities of the District or of separate contractors. Submittals made by the Contractor that are not required by the Job Order may be returned without action.

E. No Work Prior to Approval. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, product data, samples, or similar submittals until the respective submittal has been approved by the District. Such Work shall be in accordance with approved submittals.

F. Contractor Representations. By approving, verifying and submitting Shop Drawings, product data, samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Job Order.

G. Contractor Responsible. The Contractor shall not be relieved of responsibility for deviations from requirements of the Job Order by the District's approval of Shop Drawings, product data, samples or similar submittals unless the Contractor has specifically informed the District in writing of such deviation at the time of submittal and the District has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, samples, or similar submittals by the District's approval thereof.

H. Highlighting Revisions. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, product data, samples, or similar submittals, to revisions other than those requested by the District on previous submittals.

I. Information-Only Submittals. Informational submittals upon which the District is not expected to take responsive action must be so identified in the submittal.

J. Reliance on Professional Certification. When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the District shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.9 Quality Control, Testing and Inspection.

A. New Materials. All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Job Order.

B. Materials Subject to Inspection. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the District.

C. Sampling. The procedures and methods used to sample and test material will be determined by the District. Unless otherwise specified, samples and tests shall be made in accordance with the standard methods of AASHTO or ASTM.

D. Independent Testing. The District will select a pre-qualified District or Independent Testing Laboratory and will pay for initial District acceptance testing.

(1) When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance, including subsequent tests, will be paid for by the Contractor.

(2) When the first and subsequent tests indicate noncompliance with the Job Order, all retesting shall be performed by the same testing agency.

E. Contractor Cooperation. The Contractor will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and shall provide them access to the Work at all times.

F. Material Approval at Source. At the option of the District, materials may be approved at the source of supply before delivery is started.

G. Compliance Testing. Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Job Order.

H. Contractor's Sole Expense. The Contractor's convenience and quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor.

2.10 Project Record Documents.

A. Required Documentation. At the pre-construction conference described above, the District's Authorized Representative will describe the required documentation for the record documents for each Job Order.

(1) During the construction period, the Contractor shall maintain at the jobsite a set of prints of the Construction Documents for record document purposes. The Contractor will mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. The Contractor shall give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items to be marked may include but are not limited to:

- Dimensional changes to the Construction Documents.

- Revisions to details shown on the Construction Documents.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by change order.
- Details not on the original Construction Documents.

(2) The Contractor shall mark completely and accurately record document prints of Construction Documents. Where Shop Drawings are marked, show cross-references on the related other Construction Documents.

(3) The Contractor shall mark Project record drawing sets with red erasable colored pencil.

(4) The Contractor shall note RFI Numbers, ASI Numbers and change order numbers, etc., as required to identify the source of the change to the Construction Documents.

(5) The Contractor shall, at the time of Substantial Completion, submit record document prints and Shop Drawings to the District or the District's Authorized Representative for review and comment.

B. Corrections. Immediately upon receipt of the reviewed record documents from the District, the Contractor shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the District:

(1) A complete set of electronic record documents prepared in AutoCAD format compatible with the District's CADD technology. If original Construction Documents were prepared by a separate design professional, the District shall ensure the design professional provides files of the original Construction Documents to the Contractor for the use of preparing these final record documents or the Contractor may contract with the design professional to revise and update the electronic drawing files. Each drawing shall be clearly identified as an "As-Built Document."

(2) If requested by the District, a complete set of reproducible mylars from the final AutoCAD drawings and five edge-bound blue-line or blackline sets reproduced from these mylars.

(3) The original copy of the record documents (redline mark-ups).

2.11 Project Safety.

A. Scope of Safety Responsibilities. The Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (1) all individuals at the Site, whether working or visiting, (2) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (3) all other property at the Site or adjacent thereto. During the construction process, the Contractor shall comply with all applicable federal, state and county, and District health and safety laws and regulations including, but not limited to all applicable “OSHA Standards for the Construction Industry” shall be followed, including, but not limited to, 29 CFR Part 1926, Subpart P – Excavations. All construction equipment and materials shall be safely fenced off from public access during the entirety of the project. Knowing and following OSHA Safety Standards is the Contractor’s responsibility. The District may stop construction on a project until safety concerns have been corrected.

B. Responsibility for Safety Programs. The Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

C. Safety Representative. The Contractor shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, the Contractor’s safety representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.

D. Inspections; Safety Meetings. The Contractor’s safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with the Contractor’s personnel, Subcontractors and others as applicable.

E. Compliance with Legal Requirements. The Contractor and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any District-specific safety requirements set forth in the Contract Documents; provided that such District-specific requirements do not violate any applicable Legal Requirement.

F. Reporting Obligation. The Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to the District’s Authorized Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

G. Subcontractor Safety Requirements. The Contractor’s responsibility for safety under this Section 2.11 is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (1) complying with all Legal Requirements, including those related to health and safety matters, and (2) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.12 Warranty.

A. Only New Materials and Equipment. The Contractor warrants to the District that the construction, including all materials and equipment furnished as part of the construction, shall be new, unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

B. Alterations or Damage by Others. The Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than the Contractor or anyone for whose acts the Contractor may be liable.

C. Duration of Construction Warranty. The Contractor's warranty obligation shall be for one year from the Final Acceptance date.

D. No Limitation on Other Warranties. Nothing in this warranty is intended to limit any manufacturer's warranty that provides the District with greater warranty rights than set forth in this Section 2.12 or the Contract Documents. The Contractor will provide the District with all manufacturers' warranties upon Substantial Completion.

2.13 Correction of Defective Work.

A. Contractor Responsible. The Contractor shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other work prepared or compiled as required by this Contract and shall correct its work, at the Contractor's sole expense. The fact that the District has accepted, approved or pays for the Contractor's work shall in no way relieve the Contractor of any of its responsibilities.

B. Contractor Corrections. The Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of the Work not in accordance with the Contract Documents.

C. Time for Corrections; District Self-Help. During the Job Order Time, the Contractor shall take meaningful steps to commence correction of such nonconforming Work as notified by the District. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If the Contractor fails to commence the necessary steps during the Job Order Time, the District, in addition to any other remedies provided under the Contract Documents, may provide the Contractor with written notice that the District will commence correction of such nonconforming Work with its own forces.

D. Time for Correction of Warranty Work; District Self-Help The Contractor shall take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above, within seven days of receipt of written notice from the District. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other

parts of the Work affected by the nonconforming Work. If the Contractor fails to commence the necessary steps within such seven-day period, the District, in addition to any other remedies provided under the Contract Documents, may provide the Contractor with written notice that the District will commence correction of such nonconforming Work with its own forces.

E. Costs of District Self-Help to be Paid by Contractor. If the District performs corrective Work as described above, the Contractor shall be responsible for all reasonable costs incurred by the District in performing such correction.

F. Emergency Work. For Nonconforming Work that creates an emergency requiring an immediate response, the Contractor will respond and initiate corrections within 24 hours.

G. Warranty Not Limitations Period. The one-year period referenced in Subsection 2.12(B) above applies only to the Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies the District may have regarding the Contractor's other obligations under the Contract Documents.

2.14 Fair Treatment to Workers. The Contractor shall keep fully informed of all Federal and State laws, County and District ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority that in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring fair and equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The Contractor shall defend and indemnify the District and its representatives against any claim or liability arising from or based on the violation of such, whether by the Contractor or its employees.

ARTICLE 3 - CONTRACT TIME AND JOB ORDER TIME

3.1 Contract Time. The Contract Time shall be five years from the Effective Date. A Contract Amendment will be processed for any extension. This Contract will remain in full force and effect during the performance of any Job Order.

3.2 Job Order Time.

A. Documentation. Each Job Order will include the Work "Schedule" (as defined below) with the Job Order Time and a calculated Substantial Completion date.

B. Schedule. The Contractor will submit for approval with the Job Order a "Schedule" showing the sequence in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the significant elements of the Work (including acquiring materials, plant and equipment). The Schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of the Work scheduled for completion by any given date during the period. In either case the basic information should be the same and the Schedule chart must contain as a minimum:

- (1) A list of the different types of work activities or work elements.
- (2) The logical dependencies (ties) to indicate what Work shall be accomplished before other Work can begin.
- (3) Proposed start and complete dates or time frames for each work activity or work element.
- (4) The “weighting” or relative worth each work activity or work element is of the total project either as a percent or dollar amount. If the Contractor fails to submit a Schedule with the Job Order, the District may withhold issuance of a Notice to Proceed until the Contractor submits the required Schedule.

C. Adherence to Schedule. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. The Contractor shall submit a progress report every 30 days, or as directed by the District’s Authorized Representative, and upon doing so shall immediately deliver a current Schedule to the District’s Authorized Representative. If the Contractor falls behind the approved Schedule, the Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by the District’s Authorized Representative. If the delay is an Inexcusable Delay (as defined below), the Contractor shall prepare a recovery schedule for the District’s review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the District may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the date of Substantial Completion set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay (as defined below), the District shall either (1) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the Job Order Price on account of such delay, or (2) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the date shown on the Schedule, and equitably adjust the applicable Job Order Price in accordance with the change order provisions of this Contract related to any extraordinary activities required of the Contractor on account of such recovery schedule.

D. Emergency Work. The Contractor will give top priority to any emergency work the District may have and will allocate all resources necessary to accomplish such work in accordance with the District’s Schedule requirements. To the extent the Contractor incurs additional cost, expense or schedule delay in performing the District’s emergency work, the District will equitably adjust the Contract.

E. District Requirements. Failure of the Contractor to comply with the requirements of the District or the District’s Authorized Representative under this article shall be grounds for a determination by the District that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, the District may terminate the Contractor’s right to proceed with the Work, or any separable part of it, in accordance with this Contract.

F. Progress Completion. The District and the Contractor agree the time limits stated in the Job Order, as the same may be amended and updated by the parties, are of the essence of this Contract.

G. Commencement of the Work. The Work shall commence on the Notice to Proceed date of the applicable Job Order, and shall proceed in general accordance with the Schedule for the Work set forth therein. Each Job Order shall establish a separate Notice to Proceed date, Substantial Completion date, and Job Order Time.

H. Critical Path Activities. To the extent the Contractor completes activities on the Critical Path earlier than scheduled, the savings in time on account thereof shall belong solely to the Contractor.

3.3 Extensions of Job Order Time.

A. Limitation on Extensions. An extension in the scheduled Substantial Completion date for a Job Order will only be granted in the event of Excusable Delays affecting Work activities on the Critical Path. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency, and lost productivity of the performance of the Work; however, the Contractor must submit evidence reasonably satisfactory to the District substantiating such costs. Such adjustment to the Job Order Price and Substantial Completion date shall be issued in an amendment to the applicable Job Order.

B. Excusable Delay. To the extent any of the following events results in an actual delay in the Work affecting activities on the Critical Path, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

(1) Delays resulting from Force Majeure events: The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, intervention, acts or failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party, in accordance with Subsection 4.3(C), of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this Contract and the applicable Job Order. Force Majeure shall not include (1) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences, or (2) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Subsection 4.3(B)(1). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written

amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract and the applicable Job Order.

(2) Differing, unusual, or concealed Site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned or not properly identified utility lines, and water conditions.

(3) Delays resulting from the existence or discovery of hazardous materials on the Site not brought to the Site by or on behalf of the Contractor.

(4) Delays resulting from changes in Legal Requirements occurring after the date of execution of this Contract.

(5) Delays occurring due to the acts or omissions of the District and those within the control of the District.

(6) Delays occurring due to the acts or omissions of a utility, so long as the Contractor has coordinated with the utility causing the delay, and the delay occurs despite reasonable steps taken by the Contractor to avoid the delay.

(7) Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Schedule.

C. Requirements for Extension. To obtain an extension of time due to an Excusable Delay, the Contractor must comply with the following requirements: the Contractor shall notify the District of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the District of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a change order request by the District, the request for an extension of time contained in the resulting change order proposal or amendment to this Contract, as applicable, shall be deemed sufficient for purposes of this Subsection.

D. Determination of Delay. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Contractor shall request the District prepare a determination of the number and character of the delay days. The District will provide the Contractor with written notice of the District's determination of the number of Days of Excusable Delay and/or Inexcusable Delay within 10 Days after receipt by the District of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the District of such a determination to be a concurrence with any matters set forth in

the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth below with respect to such determination.

3.4 Concurrent Delays. To the extent the Contractor may be entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed, or interrupted by the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.5 Weather Delays. The Contractor shall include and clearly identify an appropriate number of Days of weather-related delays within the Schedule for the Work for the applicable Job Order. If the Contractor experiences additional weather-related delays beyond the number of Days set forth in the Schedule for the applicable Job Order, the Contractor shall be entitled to commensurate extension of time and reimbursement of costs associated with such delay; provided such requests for extensions of time are submitted and approved according to the process set forth in Subsection 4.3(C) above. If the Contractor fails to include an appropriate number of Days of weather-related delays within the applicable Job Order for any portion of the Project, the Contractor shall not be eligible for any extension of time or reimbursement of costs related to otherwise Excusable Delays relating to weather for the applicable Job Order.

3.6 Substantial Completion.

A. Notification. The Contractor shall notify the District when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. When the District determines the Work to be substantially complete, the District will issue a certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. The Contractor shall proceed promptly to complete and correct items on the list.

B. Punch List. Prior to notifying the District as set forth above, the Contractor shall inspect the Work and prepare and submit to the District a comprehensive list of items to be completed or corrected (a "Punch List"). The Contractor shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The District may supplement the Punch List following its inspection of the Work.

C. Inspection. Within five days of the District's receipt of the Contractor's notice, the District and the Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

D. Certificate of Substantial Completion. If such Work is substantially complete, the District shall prepare and issue a certificate of Substantial Completion that will set forth (1) the date of Substantial Completion of the Work or portion thereof, (2) the remaining items of the Work that have to be completed within 30 calendar days before Final Acceptance, (3) provisions (to the extent not already provided in the Contract Documents) establishing the District's and the Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (4) an acknowledgment that warranties commence to run

on the date of Substantial Completion, except as may otherwise be noted in the certificate of Substantial Completion.

E. Partial Use or Occupancy. The District, at its option, may use a portion of the Work which has been determined to be substantially complete; provided, however, that (1) a certificate of Substantial Completion has been issued for the portion of the Work addressing the items set forth in Subsection 3.6(B) above, (2) the Contractor and the District have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (3) the District and the Contractor agree that the District's use or occupancy will not interfere with the Contractor's completion of the remaining Work.

3.7 Final Acceptance. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, the District and the Contractor will jointly inspect to verify that the remaining items of the Work have been completed as set forth in Subsection 4.6(B). The District will issue a Final Acceptance letter for the Job Order.

3.8 Liquidated Damages.

A. Generally. The Contractor and the District acknowledge that in the event that the Contractor fails to achieve Substantial Completion or Final Acceptance of the Project by the dates established therefore in the applicable Job Order, as adjusted, the District will incur substantial damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Contract, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that the District would incur as a result of late Substantial Completion or Final Acceptance of the Project. Such liquidated damages shall be the sole and exclusive remedy of the District for late completion of the Project, and the District hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

B. When Imposed. If the Contractor fails to achieve Substantial Completion of that portion of the Work applicable to a particular Job Order on or before the Substantial Completion date set forth in the applicable Job Order, as adjusted, for any reason other than Excusable Delays, the Contractor shall pay to the District liquidated damages in the amount per Day set forth below for each Day Substantial Completion is delayed beyond the Substantial Completion date set forth in the applicable Job Order.

(1) If the Contractor fails to achieve Final Acceptance of that portion of the Work applicable to a particular Job Order on or before the Final Acceptance date, as adjusted, for any reason other than Excusable Delays, the Contractor shall pay to the District liquidated damages in the amount per Day as set forth below for each Day Final Acceptance is delayed beyond the Final Acceptance date established according to the applicable Job Order.

(2) In no case may the amount of liquidated damages due under this Subsection 3.8(B) for any single Day of delay exceed the highest amount, as determined according

to the schedule below, that would be charged for any single Inexcusable Delay existing on such Day.

(3) Payment of liquidated damages is to be made contemporaneously with any required payment to the Contractor, and such payments may be offset against each other.

C. Amount. The following will be the liquidated damages for each Job Order unless a specific amount has been determined in the Job Order.

Schedule of Liquidated Damages			
Job Order Price		Liquidated Damages Per Day	
From More Than:	To and Including:	Calendar Day or Fixed Date:	Working Day:
\$0	\$100,000	\$350	\$500
100,000	500,000	490	700
500,000	1,000,000	840	1,200
1,000,000	2,000,000	910	1,300

D. District Right to Waive. The District may waive all or any portion of the liquidated damage assessment after the date the Work is substantially completed and is: (1) in condition for safe and convenient use by the travelling public; or (2) available for next-stage construction without restriction.

E. No Accrual During Authorized Suspension. No liquidated damages will accrue during periods of time when the District has authorized, in writing, suspension of the Work.

F. No Waiver. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion shall not in any way operate as a waiver on the part of the District of any of its rights under this Contract. Neither by the act of taking over the Work nor by annulment of this Contract or any Job Order related hereto shall the District forfeit the right to recover liquidated damages from the Contractor or its Sureties.

ARTICLE 4 - COMPENSATION

4.1 Generally. A separate Purchase Order will be issued for each Job Order before the commencement of any work by the Contractor. The compensation to be paid to the Contractor for services performed pursuant to this Contract shall be based upon Purchase Orders prepared for each Job Order, each of which will establish the Job Order Price for the applicable Project.

4.2 Job Order Price.

A. Maximum Per Job Order. The District intends that each Job Order performed under this Contract will not exceed [\$2,000,000.]

(1) Each Job Order Price is subject to adjustments made in accordance with this Article 4.

(2) Unless otherwise provided in the Contract Documents, each Job Order price is deemed to include all sales, use, consumer and other taxes that are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

(3) The Contractor guarantees to bring each Job Order within the Job Order Price or the Contractor alone will be required to pay the difference between the actual cost and the Job Order Price.

B. Price Based on Scope. The scope of Work will vary with each Job Order. At the beginning of each Job Order, a scope conference will be scheduled to define design and construction services required of the Contractor. The Job Order and related documents will be given to the Contractor. The Contractor will be asked to provide a proposal with Job Order Price and schedule indicating the Job Order Time for the proposed Job Order based on the scope meeting and the provided documents. The price proposal for a specific scope of Work shall include a complete list of quantities and prices of parts and materials to be utilized, total labor cost to be broken down by trade, hours for each trade, hourly cost per trade, total dollar cost and completion date. The project price proposal shall be all-inclusive with any cost overruns to be absorbed by the Contractor unless change orders are pre-approved by the District. The District will review the submitted proposal. The District and the Contractor shall negotiate in good faith and as expeditiously as possible an agreed upon Job Order Price and the Job Order Time. Upon reaching concurrence, the parties shall execute the Job Order reflecting the terms agreed upon.

C. Contractor Warranty Regarding Price Proposal. By executing a price proposal, the Contractor represents that it has visited the project site(s) and familiarized itself with the local conditions under which the Work is to be performed. The District does not undertake to represent or warrant the Site or local conditions.

D. Multiple Proposals. The District has the right to request Job Order proposals from more than one firm for competitive purposes. Pricing will be determined by Open Book Pricing consisting of firm subcontractor price quotes that are shared with and approved by the District.

4.3 Mark up for Changes. If the Job Order Price requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Section 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in the Job Order proposal.

4.4 Differing Site Conditions.

A. Price and Time Adjustments. If the Contractor encounters a Differing Site Condition, the Contractor will be entitled to an adjustment in the Job Order Price and/or Job Order Times to the extent the Contractor's cost and/or time of performance are adversely impacted by the Differing Site Condition.

B. Notice to District. Upon encountering a Differing Site Condition, the Contractor shall provide prompt written notice to the District of such condition, which notice shall not be later than seven days after such condition has been encountered. The Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

4.5 Errors, Discrepancies and Omissions.

A. Contractor Request for Clarification. If the Contractor observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the District and request clarification.

B. Contractor Bears Risk. If the Contractor proceeds with the Work affected by such errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the Contractor prior to clarification by the District shall be at the Contractor's risk.

4.6 District Requested Change in a Job Order.

A. The District reserves the right to make, at any time during the progress of a Job Order, such alterations as may be found necessary or desirable.

B. Such alterations and changes shall not invalidate this Contract or the Job Order nor release the surety and the Contractor agrees to perform the Job Order as altered, the same as if it has been a part of the original Contract Documents.

C. The District will request a proposal for a change in a Job Order from the Contractor, and an adjustment in the Job Order Price and/or Job Order Times shall be made based on a mutually agreed upon cost and time.

4.7 Legal Requirements. The Job Order Price and/or Job Order Times shall be adjusted to compensate the Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Job Order affecting the performance of the Work, or the date of the Job Order Price. Such effects may include, without limitation, revisions required to be made to the Construction Documents because of changes in Legal Requirements.

4.8 Job Order Amendments.

A. Negotiation of Amendments. The District and the Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments to a Job Order. Upon reaching an agreement, the parties shall prepare and execute an appropriate Job Order Amendments reflecting the terms of the changes.

B. Contract Documents Govern. All changes to a Job Order authorized by change orders shall be performed under the conditions of the Contract Documents.

4.9 Minor Changes in a Job Order.

A. By District. The District has authority to order minor changes to a Job Order that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be implemented by written order and shall be binding on the District and the Contractor. The Contractor shall carry out such written orders promptly.

B. By Contractor. The Contractor may make minor changes to a Job Order; provided, however, that the Contractor shall promptly inform the District, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by the Contractor.

C. No Price or Time Adjustments. Minor changes to a Job Order will not involve an adjustment in the Job Order Price and/or Job Order Time.

4.10 Job Order Price Adjustments.

A. Acceptable Methods. The increase or decrease in Job Order Price resulting from a change in the Work shall be determined by one or more of the following methods:

(1) Unit prices set forth in the Job Order or as subsequently agreed to between the parties.

(2) A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by the District.

(3) Costs, fees and any other markups set forth in Section 5.2.

B. Inability to Agree on Method. If an increase or decrease cannot be agreed to as set forth in items (1) through (3) above and the District issues a change order, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Job Order. The Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

C. Equitable Adjustment of Unit Prices. If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to the District or the Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

D. Dispute Resolution. If the District and the Contractor disagree upon whether the Contractor is entitled to be paid for any services required by the District, or if there are any other disagreements over the scope of a Job Order or proposed changes to a Job Order, the District and the Contractor shall resolve the disagreement pursuant to Article 6 hereof.

(1) As part of the negotiation process, the Contractor shall furnish the District with a good faith estimate of the costs to perform the disputed services in accordance with the District's interpretations.

(2) If the parties are unable to agree and the District expects the Contractor to perform the services in accordance with the District's interpretations, the Contractor shall proceed to perform the disputed services, conditioned upon the District issuing a written order to the Contractor (i) directing the Contractor to proceed and (ii) specifying the District's interpretation of the services that are to be performed.

4.11 Emergencies. In any emergency affecting the safety of persons and/or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price and/or Job Order Time resulting from emergency work under this Section 4.11 shall be determined as provided in Article 4.

ARTICLE 5 - PROCEDURE FOR PAYMENT

5.1 Job Order Payment Request.

A. Schedule of Values. At the pre-construction conference prescribed above, the Contractor shall submit for the District's review and approval a schedule of values. The schedule of values will include values for all items comprising the Job Order Price and will serve as the basis for monthly progress payments made to the Contractor throughout the Work.

B. Progress of the Work. The Contractor shall invoices as Job Order Pay Requests for progress payments at the end of each calendar month. Invoices shall be submitted to the District's Business Manager who will be issuing the Purchase Order and submitting invoices for payment. Such invoice shall include a detailed breakdown of all charges and shall be based on completion of tasks. At least five working days prior to the date established for a progress payment, the Contractor shall meet with the District's Authorized Representative to review the progress of the Work as it will be reflected on the Job Order Payment Request.

C. Contractor Representation. The Job Order Payment Request shall constitute the Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Job Order Payment Request, and that title to all Work will pass to the District free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work.

5.2 Partial Payments.

A. When Allowed. Partial payment will be made for Job Orders with Job Order Time greater than 90 Days and may be made if Job Order Time is less than 90 Days.

B. Submittal Date. The Contractor shall submit a Job Order Payment Request to the District on the monthly anniversary of the Job Order Notice to Proceed beginning with the first month after the Job Order Notice to Proceed.

C. Incorporation of Equipment and Materials. The Job Order Payment Request may include payment for equipment and materials not yet incorporated into the Work if construction progress is in reasonable conformance with the approved Schedule.

(1) For equipment and material suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and the District shall receive the equipment and materials free and clear of all liens and encumbrances.

(2) No material or equipment may be stored off the Site without the District's prior, written approval. The material and equipment must be stored within Coconino County and be accessible for the District's inspection, and title to such materials and equipment must protect the District's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

(3) All bonds and insurance required for stored materials shall name the District as the loss payee to the extent of its interest in the stored materials.

5.3 Payment of Job Order.

A. Timing of Payment. The District shall make payment in accordance with A.R.S. § 34-609, as amended. Payment will be made no later than 14 calendar days after the Job Order Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly withheld under Section 5.5 below. The Contractor shall be paid 95% of the earned sum when payment is due, with not more than 5% being retained to ensure faithful performance of the Agreement. All amounts withheld may be included in the final payment.

B. Withholding Amounts. The District shall pay the Contractor all amounts properly due. If the District determines that the Contractor is not entitled to all or part of a Job Order Payment Request, it will notify the Contractor in writing within seven days after the date the Job Order Payment Request is received by the District. The notice shall indicate the specific amounts the District intends to withhold, the reasons and contractual basis for the withholding, and the specific measures the Contractor must take to rectify the District's concerns. The Contractor and the District will attempt to resolve the District's concerns. If the parties cannot resolve such concerns, the Contractor may pursue its rights under the Contract Documents.

5.4 Final Payment.

A. Conditions. After receipt of a final Job Order Payment Request, the District shall make final payment as prescribed in this Section 5.4, provided that the Contractor has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the District.

B. Submittal Requirements. At the time of submission of its final Job Order Payment Request, the Contractor shall provide the following information:

(1) An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the District's interests.

(2) A general release executed by the Contractor waiving, upon receipt of final payment by the Contractor, all claims, except those claims previously made in writing to the District and remaining unsettled at the time of final payment.

5.5 Payments to Subcontractors or Supplier.

A. Timing of Payments. The Contractor shall pay its Subcontractors or suppliers within seven calendar days of receipt of each progress payment from the District. The Contractor shall pay for the amount of the Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the District with each progress payment. No contract between the Contractor and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided herein.

B. District Actions. If the Contractor fails to make payments in accordance with these provisions, the Contractor agrees the District may take any one or more of the following actions:

(1) Hold the Contractor in default under this Contract.

(2) Withhold future payments until proper payment has been made to Subcontractors or suppliers in accordance with these provisions.

(3) Reject all future offers to perform work for the District from the Contractor for a period not to exceed one year from Substantial Completion date of the Work contemplated by this Contract.

C. Disputes with Subcontractor. If the Contractor's payment to a Subcontractor or supplier is in dispute, the Contractor and Subcontractor or supplier agree to submit the dispute to any of one of the following dispute resolution processes within 14 calendar days from the date any party gives notice to the other: (1) binding arbitration; (2) a form of alternative dispute resolution (ADR) agreeable to all parties; or (3) a District-facilitated mediation. When a disputed claim is resolved through ADR or otherwise, the Contractor and Subcontractor or suppliers agree to implement the resolution within seven calendar days from the resolution date.

D. No Waiver. Should the District fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

E. Required Contract Provisions. The Contractor shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

5.6 Record Keeping and Finance Controls.

A. Time Period Covered. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to each Job Order and records of accounts between the District and the Contractor shall be kept on a generally recognized accounting basis and shall be available for three years after completion of the Project.

B. Audit Rights. The District, the District's Authorized Representative, and/or the appropriate federal agency, reserve the right to audit the Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Job Order.

C. Right to Reduce Job Order Price. In addition to any other remedies available at law or equity, the District reserves the right to decrease Job Order Price and/or payments made on this Contract if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data.

D. Inclusion in Other Agreements. The Contractor shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the District, the District's Authorized Representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

E. Reduction for Failure to Include. In addition to any other remedies available at law or equity, the District reserves the right to decrease Job Order Price and/or payments made on this Contract if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the District to audit their records to verify the accuracy and appropriateness of pricing data.

ARTICLE 6 - CLAIMS AND DISPUTES

6.1 Requests for Contract Adjustments and Relief. If either the Contractor or the District believes that it is entitled to relief against the other for any event arising out of or related to Contract Services other than requests for extensions of Job Order Time as described above, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Contract. In the absence of any specific notice requirement set forth in a Job Order, written notice shall be given within a reasonable time, not to exceed 21 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

6.2 Dispute Avoidance and Resolution. The parties are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the Contractor and the District each commit to resolving such disputes or disagreements in an amicable, professional and

expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. The Contractor and the District will first attempt to resolve disputes or disagreements at the field level through discussions between the Contractor's Representative and the District's Authorized Representative. If a dispute or disagreement cannot be resolved through the Contractor's Representative and the District's Authorized Representative, the Contractor's Senior Representative and the District's Senior Representative (each as defined below), upon the request of either party, shall meet as soon as conveniently possible, but in no case later than 30 days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

6.3 Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, the Contractor shall continue to perform the Work and the District shall continue to satisfy its payment obligations to the Contractor, pending the final resolution of any dispute or disagreement between the Contractor and the District.

6.4 Representatives of the Parties.

A. District's Representatives.

(1) The District designates the individual listed below as the "District's Senior Representative," which individual has the authority and responsibility for avoiding and resolving disputes as set forth above:

Lucinda Andreani
Flood Control District Administrator
5600 E. Commerce Ave. Flagstaff, AZ 86004
(928) 679-7166

(2) The District will designate an individual for each Job Order as the District's Authorized Representative. This person will manage the Job Order.

B. Contractor's Representatives.

(1) The Contractor designates the individual listed below as the "Contractor's Senior Representative," which individual has the authority and responsibility for avoiding and resolving disputes as set forth above:

Name: Chris Lloyd
Title: Owner
Address: 2684 E. Huntington Drive Flagstaff, AZ 86004
Telephone #: (928) 779-3125

(2) The Contractor will designate an individual for each Job Order as the Contractor's Representative.

ARTICLE 7 - SUSPENSION AND TERMINATION

7.1 District's Rights to Suspend Contract Services. The District may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work on a Job Order. Such suspension shall not exceed 180 consecutive Days. The Contractor may seek an adjustment of the Job Order Price and/or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of the Work by the District. If the District suspends the Work on any Job Order for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

7.2 Termination for Convenience. Upon receipt of written notice to the Contractor, the District may, at its discretion and without cause, elect to terminate this Contract or any Job Order.

A. Contractor Duties. Upon receipt of written notice of termination of this Contract or any Job Order, the Contractor shall proceed with the following obligations:

- (1) Stop the 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.
- (4) Assign to the District all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District shall have the right, but not the obligation, to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) Take any action that may be necessary for the protection and preservation of the property related to the Job Order that is in the possession of the Contractor and which the District has or may acquire an interest.

B. Termination Inventory. The Contractor shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

C. District Payments. The District 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 costs and expenses attributable to such termination.
- (3) The Contractor's profit and overhead on completed Work only; the Contractor shall not be entitled to anticipated profit or anticipated overhead for uncompleted Work. If it appears the Contractor would have sustained a loss on the entire Contract Services had they been completed, the Contractor shall not be allowed profit and the District shall reduce the settlement to reflect the indicated rate of loss.

D. Contractor Records Retention Period. The Contractor shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed above.

7.3 District's Right to Perform and Terminate for Cause.

A. For Contractor's Failure to Maintain Site. If the District 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 District may have work accomplished by other sources at the Contractor's expense.

B. For Contractor's Persistent Failures. 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, Subconsultants and/or Subcontractors, (5) execute the Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order Time, as such times may be adjusted, or (6) perform material obligations under the Contract Documents, then the District, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

C. District Notice. Upon the occurrence of an event set forth in Subsection 7.3(B) above, the District may provide written notice to the Contractor that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven days of the Contractor's receipt of such notice.

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

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

D. District Possession of Materials and Equipment. Upon declaring the Contract terminated pursuant to Subsection 7.3(C)(2) above, the District may, for all Job Orders, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which the Contractor hereby transfers, assigns and sets over to the District 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.

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

F. Payments to District. If the District's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price or Job Order Prices, then the Contractor shall be obligated to pay the difference to the District. Such costs and expense 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 District in connection with the procurement and defense of claims arising from the Contractor's default.

G. Conversion to Termination for Convenience. If the District terminates this Contract for cause and the determination is determined to have without legal right, the termination for cause shall be deemed to have been a termination for convenience in accordance with the provisions of Section 7.2.

ARTICLE 8 - INSURANCE

8.1 General.

A. Rating. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best, Inc. rating of "A-" or above with policies and forms satisfactory to the District. Failure to maintain insurance as specified herein may result in termination of this Contract at the District's option.

B. Coverage Adequacy. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect the Contractor. The District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

C. Additionally Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

D. Coverage Period. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed, and formally accepted by the District, unless specified otherwise in this Contract.

E. Primary Insurance. The Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the District as an Additional Insured.

F. Claims Made Extension. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping

coverage in force or purchasing an extended reporting option, for three years past completion and Final Acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver of Subrogation. All policies, excluding Professional Liability but including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the District, its agents, representatives, officials, officers, and employees for any claims arising out of the Work or services of the Contractor. The Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Deductibles; Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the District. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Subcontractor Insurance. If any work under this Contract is subcontracted in any way, the Contractor shall execute written agreements with its Subcontractors containing the indemnification provisions set forth below and insurance requirements set forth herein protecting the District and the Contractor. The Contractor shall be responsible for executing any agreements with its Subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Contract, the Contractor will provide the District with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by the Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage specified in this Contract, and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The District shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be the Contractor's responsibility to forward renewal certificates and declaration page(s) to the District 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The District, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) The Contractor’s insurance shall be primary insurance with respect to performance of this Contract.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against the District, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Contractor under this Contract.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. The Contractor shall provide the District with the necessary endorsements to ensure the District is provided the insurance coverage set forth in this Section.

8.2 Required Insurance Coverage.

A. Commercial General Liability. The Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Business Automobile Liability. The Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s

work or services under this Contract. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the District, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability Insurance. If this Contract is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Contract Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors, and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Worker’s Compensation. The Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor’s employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

E. Project Replacement Insurance. Unless expressly waived by the District in a written amendment to this Contract, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the District, the Contractor, and the Contractor’s Subcontractors, and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, and testing, and resulting loss arising from defective design, negligent workmanship, or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

8.3 Cancellation and Expiration Notice. The Contractor shall provide at least 30 Days’ prior written notice to the District before insurance required herein expires, is canceled, or is materially changed.

ARTICLE 9 - INDEMNITY

9.1 Contractor Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and each council member, officer, employee, or agent thereof (the District and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or

any tier of subcontractor in connection with the Contractor's work or services in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

9.2 Other Employee Claims. If an employee of the Contractor, Subconsultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against the District, its officers, directors, employees, or agents, the Contractor's indemnity obligation set forth in Section 9.1 above shall extend to such claims and the amount of such indemnity shall not be limited by any limitation on the amount of insurance coverage required herein.

9.3 Intellectual Property Claims. The Contractor shall pay all royalties and license fees associated with its performance of services herewith. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the District harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the applicable design professional.

ARTICLE 10 – PERFORMANCE AND PAYMENT BONDS

10.1 Performance Bond. This Agreement is subject to the provisions of A.R.S. § 34-610 *et seq.* After the District and the Contractor have agreed to a Job Order, but prior to commencing the Contract Services attributable to such Job Order, the Contractor shall furnish the District with an irrevocable security binding the Contractor to provide faithful performance of this Agreement in the amount of 100% of the percentage of the Job Order Price attributable to the construction, payable to the District, and shall not include the cost of any design services, preconstruction services, finance services, maintenance services, operations services, or any other related services. Performance security shall be in the form of a performance bond, certified check, or cashier's check. If the Contractor fails to execute the security document as required, the Contractor may be found in material default of this Contract, permitting the District to terminate this Contract for cause as set forth in Article 7 above. In case of default, the District reserves all rights. All performance bonds shall be executed on the form attached hereto as Exhibit C and incorporated herein by reference, duly executed by the Contractor as principal and having as surety thereon a surety company approved by the District and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

10.2 Payment Bond. This Agreement is subject to the provisions of A.R.S. § 34-610 *et seq.* After the District and the Contractor have agreed to a Job Order, but prior to commencing the Contract Services attributable to such Job Order, the Contractor shall furnish the District with an irrevocable security for the protection of all claimants supplying labor or materials to the Contractor or any Subcontractor in the prosecution of the construction and not for the protection of persons providing any design services, preconstruction services, finance services, maintenance

services, operations services, or other services related to the Contract. Payment security shall be in the amount of 100% of the applicable Job Order attributable to construction and be payable to the District. Payment security shall be in the form of a payment bond, certified check, or cashier's check. If the Contractor fails to execute the security document as required, the Contractor may be found in material default of this Contract, permitting the District to terminate this Contract for cause as set forth in Article 7 above. All payment bonds shall be executed on the form attached hereto as Exhibit D and incorporated herein by reference, duly executed by the Contractor as principal and having as surety thereon a surety company approved by the District and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

ARTICLE 11 - ADDITIONAL PROVISIONS

11.1 Confidential Information. The Contractor shall not disclose or permit the disclosure of any confidential information except to its agents, employees, and Subcontractors who need such confidential information in order to properly perform their duties relative to this Contract.

11.2 Assignment; Transfer. The District and the Contractor each bind themselves, their successors, assigns, and legal representatives to the terms of this Contract. Neither the District nor the Contractor shall assign or transfer its interest in this Contract without the written consent of the other, except that the Contractor may assign accounts receivable to a commercial bank for securing loans without approval of the District. Nothing contained in this Section shall prevent the Contractor from employing such consultants, associates, or Subcontractors as the Contractor may deem appropriate to assist in performance of the Contract Services hereunder.

11.3 Entire Agreement. This Contract represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the District and the Contractor. Nothing contained in this Contract is intended to benefit any third party. Subcontractors, if any, and the Project designers are not intended third-party beneficiaries of this Contract.

11.4 Severability. If any provision of this Contract is held as a matter of law to be unenforceable by a court of competent jurisdiction, the remainder of this Contract shall be enforceable without such provision.

11.5 Internal References. References made in the singular shall include the plural and to one gender shall include all genders.

11.6 Notices. Other than notices to the parties' respective Senior Representatives for dispute resolution purposes as set forth above, any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail,

registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the District: Coconino County Flood Control District
5600 E. Commerce Ave.
Flagstaff, AZ 86004
Attn: Lucinda Andreani

With a copy to: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, AZ 85004
Attn: Andrew McGuire

If to the Contractor: Morning Dew Landscaping, Inc.
2684 E. Huntington Drive
Flagstaff, AZ 86004
Attn: Chris Lloyd

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

11.7 Governing Law; Venue. This Contract shall be governed by the laws of the State of Arizona and venue shall be in Coconino County.

11.8 No Waiver. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

11.9 Headings. The headings given to any of the provisions of this Contract are for ease of reference only and shall not be relied upon or cited for any other purpose.

11.10 Asbestos-Free Materials. The Project is to be constructed by the Contractor with asbestos-free materials. A written, notarized statement on company letterhead shall be submitted to the District by the Contractor with the final payment request certifying that the Contractor has incorporated no asbestos material into the Project. Final payment shall be withheld until such statement is submitted. The Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required

by the Contract Documents, the Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the District notwithstanding any statute of limitations or other legal bar to any claim by the District.

11.11 Conflict of Interest Cancellation. This Contract may be cancelled by the District pursuant to A.R.S. § 38-511.

11.12 Endangered Wood Species. The Contractor shall ensure that products containing endangered wood species shall not be utilized in the construction of the Project unless exempted pursuant to A.R.S. § 34-201(J), as amended.

11.13 Employment Verification Records. The Contractor's and its Subcontractor's books, records, correspondence, accounting procedures, and practices, and any other supporting evidence relating to this Contract, including the papers of any of the Contractor's and its Subcontractors' employees who perform any work or Services pursuant to this Contract to ensure that the Contractor and its Subcontractors are complying with the warranty under Subsection 10.14 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of the Work under this Contract, and (B) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Subsection 10.14 below. To the extent necessary for the District to audit Records as set forth in this Subsection, the Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the District to the Contractor pursuant to this Contract. The Contractor and its Subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this Subsection. The District shall give the Contractor or its Subcontractors reasonable advance notice of intended audits. The Contractor shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

11.14 E-Verify. To the extent applicable under A.R.S. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District.

11.15 No Boycott of Israel. The Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a "boycott" of Israel, as that term is defined in A.R.S. § 35-393.

11.16 Independent Contractor Status. The Contractor is and will be an independent contractor and whatever measure of control the District exercises over the Work or deliverable

pursuant to the Contract will be as to the results of the Work only. No provision in this Contract will give or be construed to give the District the right to direct the Contractor as to the details of accomplishing the Work or deliverable. These results will comply with all applicable laws and ordinances.

A. Acts and Omissions of Individuals. The Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

B. Not District Employees. The Contractor will operate as an independent entity and none of the employees of the Contractor will be considered employees of the District. The Contractor's employees are not eligible for District group health insurance or other benefits.

C. Contractor Health Insurance. The Independent Contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. Control of Process of the Work. In performance of services within this contract, the Contractor shall determine its necessary hours of work; provided such hours must be within the standard work hours set forth in this Contract. The Contractor shall provide whatever tools; equipment, vehicles, and supplies the Contractor may determine to be necessary in performance of services hereunder. The Contractor may establish offices in such locations within or outside Arizona, as the Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to the Contractor.

E. No Authority to Represent District. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the District. This Contract does not create a partnership between the parties.

11.17 Annual Appropriations. The District is obligated only to pay its obligations set forth in this Contract as may lawfully be made from funds appropriated and budgeted for that purpose during the District's then-current fiscal year. The District's obligations under this Contract are current expenses subject to the "budget law" and the unfettered legislative discretion of the District concerning budgeted purposes and appropriation of funds. Should the District elect not to appropriate and budget funds to pay its Contract obligations, this Contract and any related Job Orders shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the District shall be relieved of any subsequent obligation under this Contract. The parties agree that the District has no obligation or duty of good faith to budget or appropriate the payment of the District's obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The District shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The District shall keep the Contractor informed as to the availability of funds for this Contract. The obligation of the District to make any payment pursuant to this Contract is not a general obligation or indebtedness of the District.

The Contractor hereby waives any and all rights to bring any claim against the District from or relating in any way to the District's termination of this Contract pursuant to this Section.


11.18 No Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees for the duration of this Contract that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the District of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, this Contract shall terminate unless the termination date of this Contract occurs before the end of the remedy, in which case this Contract terminates on the Contract termination date.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

“Coconino County”


COCONINO COUNTY FLOOD CONTROL
DISTRICT,
An Arizona political subdivision

By: 
Patrice Horstman, Chair, Flood Control District
Board of Directors

ATTEST:

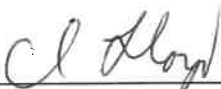

Clerk of the Board

APPROVED AS TO FORM:


Gust Rosenfeld P.L.C., District Attorneys

“Contractor”

MORNING DEW LANDSCAPING, INC.,
a(n) Arizona Corporation

By: 

Name: Chris Lloyd

Title: Owner

EXHIBIT A
TO
JOB ORDER CONTRACT
BETWEEN
COCONINO COUNTY FLOOD CONTROL DISTRICT
AND
MORNING DEW LANDSCAPING, INC.

[Federally Funded Project Requirements]

See following pages.

Federally Funded Project Requirements

Cancelation or termination for breach

A contractor who violates or breaches a contract may have the contract terminated for cause. IC will be paid for services provided but may be ineligible for future contracts. Contracts may also be terminated by the County for convenience.

Equal Employment Opportunity:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order

11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the above equal opportunity clause in each of its nonexempt subcontracts.

Davis Bacon Act

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

If applicable pursuant to the conditions of a federal funding award:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

Compliance with the Copeland Anti-Kickback Act:

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract and for debarment as a contractor and subcontractor as provided in 29 C.F.R §5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Coconino County Flood Control District and understands and agrees that Coconino County Flood Control District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Coconino County Flood Control District and understands and agrees that the Coconino County Flood Control District

will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Coconino County Flood Control District. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Coconino County Flood Control District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

- (1) The Contractor agrees to provide Coconino County Flood Control District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, Coconino County Flood Control District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit the following certification:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands

and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Cl Lloyd

Signature of Contractor's Authorized Official

Chris Lloyd, President

Name and Title of Contractor's Authorized Official

8/7/2003

Date

EXHIBIT B
TO
JOB ORDER CONTRACT
BETWEEN
COCONINO COUNTY FLOOD CONTROL DISTRICT
AND
MORNING DEW LANDSCAPING, INC.

[JOC Task Matrix]

See following pages.

February 14, 2023

Mr. Scott Richardson
Coconino County Purchasing Department
219 E. Cherry Ave.
Flagstaff, AZ 86001

Re: SOQ for RFQ 2023-105

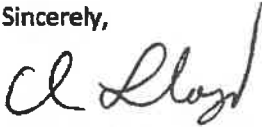
Dear Mr. Richardson,

Enclosed is our proposal for *Job Order Contracting (JOC): General Contracting Construction Services for the Coconino County Flood District*.

As early as 1997, Morning Dew has been providing landscaping installation services. Since obtaining our Arizona General Contractor's license in 2012, we have completed numerous residential and commercial construction projects for Coconino County, the City of Flagstaff, the Federal Government, and private property owners. Many of these projects have included the design, installation, repair, and maintenance of water control features. Morning Dew also brings experience as a current JOC provider to the County, having recently provided clean up work to assist with the County's flood mitigation measures. We are highly experienced in operating under around-the-clock, 24-7 emergency conditions—this has proven invaluable for our snow plow and post-flood clean up operations.

With our emphasis on people, both customers and employees, we have been able to attract and retain highly skilled talent with specialized knowledge. Our landscape architecture department has years of experience in planning and implementing landscape restoration measures and have proven especially effective in collaborating with our construction personnel. We look forward to continuing to serve the needs of the County by successfully fulfilling the requirements of this JOC.

Sincerely,



Chris Lloyd, Owner of Morning Dew Landscaping, Inc.
Chris@morningdewlandscaping.com



2684 E. Huntington Drive
Flagstaff, AZ 86004
928-779-3125 | www.morningdewlandscaping.com
ROC #276527 (KB-2 Dual Residential and Small Commercial)
ROC #153463 (CR-21 Hardscaping and Irrigation Systems)



2684 E. Huntington Drive
 Flagstaff, AZ 86004
 Office: 928-779-3125
 Fax: 928-779-9253
 info@morningdewlandscaping.com
 http://www.morningdewlandscaping.com/
 ROC #276527 (KB-2 Dual Residential and Small Commercial)
 ROC #153463 (CR-21 Hardscaping and Irrigation Systems)

Prepared for: Coconino County RFQ 2023-105 JOC –
 General Contracting Construction Services for the County Flood Control District
Submittal deadline: February 15, 2023, 2:00 PM Arizona Time

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SERVICES	SELF- Performed	SUB-Contract
• Open Channel conveyance ditches	Yes	
• Gabion Baskets	Yes	
• Rock Riprap	Yes	
• Detention Ponds	Yes	
Forest restorations		
• Construction of Fans		Yes
• Rock Chutes		Yes
• Log rundown		Yes
• Rock cluster		Yes
• Tree Removal	Yes	
• Clear and Grubb	Yes	
• Gabion Basket	Yes	
• Trash rack for headwalls		Yes
• Archeological Monitoring		
Bridge Construction / Reconstruction		
• New Bridge Construction		
• Existing Bridge Repair		
○ Bridge deck		
▪ Replacement		
▪ Surface Treatments and repair		
○ Abutments and Diaphragms		
○ Approach Slabs		Yes
○ CIP guard rail		Yes
○ Footing and Scour Repair		
• Box Culverts precast and CIP		
Roadway Support Infrastructure		
• Stripe		Yes
• Signage	Yes	
• Installation of New Guard rail and repair and Damaged Guardrail		Yes
• Cattle guards	Yes	
• Seeding	Yes	
• Installation of Landscaping	Yes	
Utilities		
• Waterline Adjustment		Yes
• Water Valve Replacement and Installation		Yes
• Dry Utility Installation and replacement		Yes
• Sewer/Wastewater Construction & Repair		Yes

APPENDIX F – JOC TASK MATRIX

SERVICES	SELF- Performed	SUB-Contract
Grading		
• Mass Excavation		Yes
• Geogrid Installation		
○ Slope Stabilization	Yes	
○ Drainage Channel Reinforcement		Yes
• Placement of Aggregate base	Yes	
• Soil Stabilization of subgrade		
○ Lime Treated		Yes
○ Cement Treated		Yes
○ Geogrid		Yes
○ SWPPP / NOI / NOT	Yes	
Asphalt Pavement		
• Preservation		
○ Chip Seal		Yes
○ Crack Filling		Yes
○ Fog Seal		Yes
○ Cape Seal		Yes
○ Slurry Seal		Yes
○ Rubber Chip Seal		Yes
○ Micro Seal		Yes
○ Micro Seal with fiberglass		Yes
• Rehabilitation		
○ Asphalt Milling and micro surfacing		Yes
○ Hot Mix Asphalt overlay 2"		Yes
○ Hot Mix Asphalt overlay 2" with geogrid underlayment		Yes
○ Fiber Reinforced Hot Mix Asphalt		
• Reconstruction		
○ Hot Mix Asphalt full depth		Yes
○ Cold Mix Asphalt		Yes
○ RAP Asphalt		Yes
Drainage Systems		
• Installing Culverts and Catch Basins		Yes
• Storm Sewer 36" to 60"		
○ Manhole		Yes
○ Head wall		Yes

SERVICES	SELF- Performed	SUB-Contract
• Street Light		Yes
• Traffic Signals and Control Devices		Yes
Emergency Services		
• Snow plow services	Yes	
• Snow removal	Yes	
• Set Jersey Barriers for flood diversion	Yes	
• Sand bags manufacture and deployment	Yes	
• Temporary Drainage Structures	Yes	
Specialty Services		
• Rock Crushing		Yes
• Blasting		Yes
• Roadway Striping		Yes

EXHIBIT C
TO
JOB ORDER CONTRACT
BETWEEN
COCONINO COUNTY FLOOD CONTROL DISTRICT
AND
MORNING DEW LANDSCAPING, INC.

[Performance Bond]

See following page.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office at _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Coconino County Flood Control District (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 the _____ day of _____ 20____, for the material, service or construction described as _____ 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 6, Article 1, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 6, Article 1, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

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

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT D
TO
JOB ORDER CONTRACT
BETWEEN
COCONINO COUNTY FLOOD CONTROL DISTRICT
AND
MORNING DEW LANDSCAPING, INC.

[Payment Bond]

See following page.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office at _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Coconino County Flood Control District (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 the _____ day of _____ 20____, for the material, service or construction described as _____ 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 6, Article 1, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Article 1, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

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

By: _____

Surety Seal

By: _____

Agency of Record

EXHIBIT C - GRANT PROVISIONS

City of Flagstaff CDBG Grant Provisions



GRANT PROVISIONS

Funding Contractor:	U.S. Department of Housing and Urban Development
Grant Project Title:	Community Development Block
Grant Program Year:	2022
Grant Agreement Number:	B22-MC-04-0510
CFDA Number:	14.218

Note: This document is to be used as a guide for contractors and subcontractors working on Community Development Block Grant projects in the City of Flagstaff. It is not verified to be all inclusive and the contractor is fully responsible for complying with all federal regulations applicable to the CDBG program.

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions:

Applicable Laws

Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties

The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."

Contracting with Small and Minority firms, Women's Business Enterprise and Labor Surplus Area Firms.

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

(Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act

Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- i) The employee, officer, or agent,
- ii) Any member of his immediate family,
- iii) His or her partner, or
- iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor.

The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Additional Contract Requirements

1. Compliance with Executive Order 11246 - During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant because of race, creed, color, age, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, age, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discriminating clause.
 - b. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, handicap or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, a notice advising the said labor union or worker's representatives of commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or a veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. No segregated facilities will be maintained as required by Title VI of Civil Rights Acts of 1964.
 - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his book, records, timecards, and accounts by the administering agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - g. In the event of the Contractor's non-compliance with the non-discriminatory clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further grantee contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11236 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order, of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
2. Audit, Inspection, and Retention of Records - The Contractor shall permit the Owner, the City of Pascagoula, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, to inspect and audit any books, documents, papers, and records of the Contractor which are directly pertinent to the Contractor's performance

under this Contract until the expiration of three (3) years after the Owner makes final payment under this Contract and all other pending matters are closed. Failure of the Contractor to produce or have available these records may result in debarment.

3. Energy Efficiency - The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Violation or Breach of Contract - If any party violates or breaches any term of this Contract, such violation or breach shall be deemed to constitute a default, and the other parties have the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within fifteen (15) days after notice thereof by another party to comply with the conditions of the Contract, the party having provided such notice may terminate this Contract.
5. Termination for Default or Convenience
 - a. The Owner may terminate this Contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, including Contract closeout costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in the manner the Owner directs. The parties agree that the Owner shall not be liable for the cost of the Contractor doing business, his overhead, or salaries if this Contract is terminated.
 - b. If the Contractor fails to perform in the manner called for in this Contract, or if the Contractor fails to comply with any other provisions of this Contract, the Owner may terminate this Contract for default. Termination shall be effected by serving a "Notice of Termination" on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for services performed in accordance with the manner of performance set forth in this Contract.
 - c. In the event of a strike, fire, flood, or events which are not the fault of the Contractor, or events that make it impossible or impractical for the Contractor to complete said work on schedule, the Owner, after establishing a new performance schedule, may allow the Contractor to continue work, or may treat the said events as a termination for convenience.
6. Subcontracts
 - a. The Contractor shall not subcontract any work to be performed under this Contract to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
 - b. The provisions enumerated herein (including Exhibits) shall be applied to and physically be made a part of any and all subcontracts entered into by the Contractor for the performance of any part of the work of this Contract. The

Contractor shall notify the Owner and the City of Pascagoula Community and Economic Development Department in writing prior to executing such subcontracts so that a pre-construction conference may be scheduled with the subcontractor and Owner to review applicable contract provisions.

7. Section 3 Clause (Applicable if Contract amount exceeds \$100,000)

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
- c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)

preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. Environmental Protection (Applicable if Contract amount exceeds \$100,000) - The Contractor shall comply with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-

Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

\$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

CODE OF FEDERAL REGULATION (CFR) - Title 29: Labor

PART 200— CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200— Part 5 — Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the contract work hours and safety standards act)

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where

a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination.

The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of

1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor

for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a —Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the —Statement of Compliance required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees —

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the

Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less

than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(5) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(6) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(7) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(8) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(9) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(10) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(11) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a

clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215-0140
(a)(1)(ii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140
	1215-0017
(a)(3)(ii)(A)	1215-0149
(c)	1215-0140
	1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

SECTION 3 CONTRACT REQUIREMENTS [24 CFR 75]

(24 CFR 75 is applicable to HUD-funded projects awarded ON or AFTER to November 30, 2020)

Insertion in all contracts and sub-contracts funded with Community Development Block Grant (CDBG) dollars when the CDBG Award to the Grantee is greater than \$200,000 and the CDBG Project includes Construction and/or Demolition Activities**:

- A. Section 3 of the Housing and Urban Development Act of 1968: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. Contractor Certification of Compliance: The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR 75 regulations.
- C. Contract Language Requirement: The contractor agrees to include this Section 3 Contract Requirements clause in every sub-contract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 Contract Requirements clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 75. The contractor will not sub-contract with any subcontractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 75.
- D. Contracting Requirements: To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall ensure contracts and sub-contracts for work awarded in connection with the project are awarded to business concerns that provide economic opportunities to Section 3 Workers; and where feasible in the following order of priority: (1) Section 3 Business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the HUD funded assistance is provided/in which the HUD funded/CDBG project is occurring; and (2) YouthBuild programs.
- E. Employment and Training Requirements: To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall ensure employment and training opportunities generated in connection with the project are filled by Section 3 Workers; and where feasible, in the following order of priority: (1) low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the CDBG assistance is expended (i.e., in which the CDBG project is occurring); and (2) participants in YouthBuild programs.

F. Section 3 Definitions [24 CFR 75]: Definitions for Section 3 terms per 24 CFR 75 are as follows:

- a. **Section 3 Worker:** An employee who currently fits (if hired more than five (5) years before starting work on the CDBG project), or fit at the time of hire (if hired within five (5) years of starting work on the CDBG project), at least one (1) of the following categories:
 - i. is employed by a Section 3 Business concern; or
 - ii. is a low- or very low-income resident (i.e., a local person living within the Section 3 service area as defined in 24 CFR 75.5, with an individual annualized income at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently as of date of starting work on the project (if hired more than five (5) years before starting work on the CDBG project) that was/is at or below the lowincome (80%) threshold established by HUD for a Family of 1 for the county in which the person lives) [Note: The HUD income threshold must be from the HUD Income Limits for the CDBG program that are in effect at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently in effect as of the date the worker started work on the CDBG project (if hired more than five (5) years prior to starting work on the CDBG project). The HUD Income Limits are updated annually, typically in March or April.]; or
 - iii. is a YouthBuild participant.
- b. **Targeted Section 3 Worker:** An employee who is employed by a Section 3 Business concern; or who currently fits (or when hired fit) at least one (1) of the following categories as documented within the past five (5) years:
 - i. lives/lived within the Section 3 service area or the neighborhood of the CDBG project as defined in 24 CFR 75.5; or
 - ii. is a YouthBuild participant.
- c. **Section 3 Business concern:** A business that fits at least one (1) of the following categories:
 - i. 51% or more owned by low- or very low-income persons; or
 - ii. 75% or more of the labor hours are performed by low- or very low-income persons; or
 - iii. 51% or more owned by current residents of public housing or Section 8-assisted housing.
- d. **Section 3 Service Area:** An area within one (1) mile of the CDBG project's location (i.e., street address); or an area within a circle centered around the CDBG project site that encompasses 5,000 people [if less than 5,000 people live within a one (1) mile radius of the CDBG project site].

G. Reporting Labor Hours: CDBG Grantee and contractors and sub-contractors for the CDBG project shall report all worker (see exception on next page)* labor hours on the project as follows:

- a. the total number of labor hours worked;
- b. the total number of labor hours worked by Section 3 Workers; and

- c. the total number of labor hours worked by Targeted Section 3 Workers.

The labor hours reported shall include the total number of labor hours worked on the financially assisted project by workers employed by the CDBG Grantee, and employed by their contractors and sub-contractors, during the reporting period specified by HUD and the State CDBG Program. The labor hours reported may be based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's Page 2 Form v.2021-12-13 existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

[Note: Construction contractors required to maintain certified payroll records to meet federal labor standards requirements shall report actual work hours as reported on the certified payroll records.]

*Exception for positions that require an advanced degree or professional certification: Reporting of hours for positions requiring an advanced degree or professional certification is not required, but the hours may be reported to demonstrate Section 3 "best efforts". The CDBG Grantee, contractors and sub-contractors may report the labor hours by Section 3 Workers and Targeted Section 3 Workers without including labor hours from employees in positions requiring an advanced degree or professional certification in the total number of labor hours worked, but if the contract covers both work requiring an advanced degree or professional certification and other work, the labor hours for the other work under the contract that are not from employees in positions requiring an advanced degree or professional certification must still be reported.

- H. Section 3 Benchmarks: The HUD Section 3 Final Rule (24 CFR 75) establishes "safe harbor" benchmarks that are quantitative benchmarks and prioritized qualitative efforts that funding recipients must complete to assist low- and very low-income persons with employment and training opportunities:
 - a. 25% or more of all labor hours worked must be worked by Section 3 Workers; and
 - b. 5% or more of all labor hours worked must be worked by Targeted Section 3 Workers.

If the "safe harbor" benchmarks are not met over the course of the project, then the CDBG Grantee and contractors and sub-contractors for the CDBG project shall provide evidence of completing qualitative efforts to assist low and very low-income persons with employment and training opportunities. Supporting documentation of these completed efforts must also be maintained in the CDBG Grantee's and contractors' CDBG project files, to be made available upon request for monitoring purposes.

- I. Demonstrating Best Efforts: When the Section 3 benchmarks are not met, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall demonstrate and report qualitative efforts made in an attempt to meet the benchmarks, which may include but are not limited to the following:
 - a. Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers.

- b. Provide training or apprenticeship opportunities.
 - c. Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
 - d. Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
 - e. Hold one or more job fairs.
 - f. Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
 - g. Provide assistance to Section 3 Workers to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
 - h. Assist Section 3 Workers to obtain financial literacy training and/or coaching.
 - i. Engage in outreach efforts to identify and secure bids from Section 3 Business concerns.
 - j. Provide technical assistance to help Section 3 Business concerns understand and bid on contracts.
 - k. Divide contracts into smaller jobs to facilitate participation by Section 3 Business concerns.
 - l. Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business concerns.
 - m. Promote use of business registries designed to create opportunities for disadvantaged and small businesses.
 - n. Conduct outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- J. Recordkeeping & Reporting: The CDBG Grantee and contractors and sub-contractors for the CDBG project shall maintain all records demonstrating compliance with 24 CFR 75, including contracting information and documents, worker income certifications (for Section 3 Worker status determinations), and worker labor hours on CDBG project; and provide data and reporting documents as requested and required by the State CDBG Program and/or HUD. Grantee and contractor records may be monitored for compliance by the State CDBG Program and/or HUD.
- K. Non-Compliance: Non-compliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- L. Indian Housing Assistance Project Specifications: With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible:
- i. preference and opportunities for training and employment shall be given to Indians; and
 - ii. preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises.
- Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**This language is required to be included in contracts and sub-contracts for a HUD funded project that are funded in whole or in part with the federal dollars, and the CDBG/HUD Funded Award to the Grantee is greater than \$200,000 and awarded 11/30/2020 or later, and the CDBG/HUD Funded Project includes construction (including building/structural rehabilitation) and/or demolition activities. CDBG projects awarded on or after 11/30/2020, for which the CDBG/HUD funded Award is less than \$200,000 and/or for which Planning, Public Services, or Financial Assistance (e.g., loans for economic development) are the only activities, with no construction and no demolition in the project scope of work, are not subject to these Section 3 requirements and reporting.

Insertion of this Section 3 Clause is strongly recommended to be included in ALL contracts and sub-contracts for a HUD funded project that is subject to Section 3 requirements, regardless of the funding source for the specific contract, to help avoid issues with compliance and reporting later in the project cycle if the funding source changes. **All subcontractors of a prime contractor that is funded in whole or in part with CDBG/HUD funding are subject to the same Section 3 requirements as the prime contractor.**

BUILD AMERICA, BUY AMERICA (BABA) ACT REQUIREMENTS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

BACKGROUND INFORMATION

The Build America, Buy America (BABA) Act, 41 USC § 8301 note, was enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. The BABA Act specifies that products purchased in connection with infrastructure projects funded by Federal financial assistance (FFA) programs must be produced in the United States (U.S.). According to the BABA Act, “none of the funds made available for a Federal Financial Assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” This requirement is known as the “**Buy America Preference (BAP)**” (or “domestic procurement requirement”). The purpose of BABA is to stimulate private sector investments in American manufacturing, bolster critical American supply chains, and support the creation of jobs so that America’s workers and firms can compete and lead globally. Additional information is provided on the [HUD BABA website](https://www.hudexchange.info/programs/baba/) at: <https://www.hudexchange.info/programs/baba/>

REQUIREMENTS

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development’s (HUD’s) [CPD-2023-12](#) notice, “*Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance*” (88 FR 17001), any funds obligated by HUD on or after the applicable BAP

implementation dates listed in [88 FR 17001](#) are subject to BABA requirements, unless excepted by a waiver.

The contractor (whether a prime contractor or subcontractor – any tier) must:

- **ensure compliance with the BAP requirement** for all products and materials covered under BABA that are purchased for a CDBG infrastructure project, unless the project or item qualifies for a waiver or exemption; and
- **maintain records that verify compliance with the BAP** for all products and materials covered under BABA and provide them to the CDBG Grantee/unit of general local government (UGLG), State of Wisconsin Department of Administration (DOA) – Division of Energy, Housing and Community Resources (DEHCR), HUD, and/or other regulating entities upon request; and
- **receive the required approvals for any project-specific waiver request prior to purchasing** any product or material not produced in the U.S. that is covered under BABA and not eligible for a general waiver or other exemption.

General waivers and project-specific waiver categories are specified in [88 FR 17001](#).

In accordance with HUD's phased implementation plan for BABA for the CDBG program,* iron and steel, manufactured products, and production materials purchased for infrastructure project awarded by DEHCR to a CDBG Grantee/UGLG on or after the dates listed below must be produced in the U.S. unless a waiver or exemption applies:

<u>Category:</u>	<u>CDBG Projects Subject to BABA:*</u>
Iron and steel products	Grant Awarded on or after 1/1/2023
Construction materials specifically listed in 88 FR 17001	Grant Awarded on or after 1/1/2024
Construction materials <i>not</i> specifically listed in 88 FR 17001	Grant Awarded on or after 1/1/2025
Manufactured products	Grant Awarded on or after 1/1/2025

An article, material, or supply is not to be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use in an infrastructure project. Articles, materials, or supplies must meet the BAP for only the single category in which they are classified and, in some cases, may not fall under any of the categories listed above.

DEFINITIONS

Key terms that have relevance to the interpretation and implementation of the BAP for CDBG are defined in the BABA statute and may be found in HUD Notice [CPD-2023-12](#), [2 CFR 184](#), and [OMB M-24-02](#) guidance.

BABA PROJECT-SPECIFIC WAIVER REQUEST PROCESS

Waivers are explained in HUD Notice [CPD-2023-12](#) and [OMB M-24-02](#) and are required by the Infrastructure, Investments and Jobs Act (IIJA) sections 70901 through 70952 for exceptions not otherwise exempt to the BAP.

A contractor seeking a project-specific waiver must demonstrate the criteria for one or more of

the project-specific waiver categories are met. Contractors are to consult with and submit waiver requests to the Grantee/UGLG.

The contractor must submit the waiver request documentation to the CDBG Grantee/UGLG, and the CDBG Grantee/UGLG must verify that it is complete and submit it to DEHCR. DEHCR will review the documentation and if it is confirmed to be complete and in compliance, will submit the required waiver request information and additional documentation to the appropriate HUD representative for further review and processing. A waiver must be approved by DEHCR, HUD, and the [Made in America Office](#) (MIAO) prior to an entity proceeding with using any construction items subject to the BAP for the CDBG project that are not produced in the U.S.

[Note: The waiver request review process includes a public notice requirement and the issuance of a decision by HUD and the MIAO may require six (6) weeks or more.]

**Other Federal funding agencies may have different phase-in plans with different phase-in dates.*

***If the project is funded with multiple Federal funding sources, to avoid duplicative waiver requests, the Grantee/UGLG and DEHCR are to coordinate with the "Cognizant Agency" (i.e., the entity contributing the greatest amount of Federal funds to the project) to process the waiver request and submit it for approval by the Federal agency and MIAO. The Cognizant Agency is responsible for consulting with the other Federal agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to the MIAO*

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215- 0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5. 5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I (b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215 -0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5. 5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee' s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5. 5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5. 5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

form HUD-4010 (06/2009)

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24 .

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . .

shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; Liability for unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Davis Bacon Wage Determination

EXAMPLE ONLY

Rate at the time of the bid is what is used and is only updated 10 days prior to the bid due date.

General Decision Number: AZ20240012 03/22/2024

Superseded General Decision Number: AZ20230012

State: Arizona

Construction Type: Residential

Counties: Coconino and Yavapai Counties in Arizona.

EXCLUDING NAVAJO INDIAN RESERVATION

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1)

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

- 0 01/05/2024**
- 1 01/19/2024**
- 2 03/22/2024**

BRAZ0003-007 07/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 32.74	9.52

ZONE PAY:

(Radius miles from the intersection of Central Ave. and Washington St., Phoenix, AZ)

- Zone A: 0-60 miles- Base Rate
- Zone B: 61-75 miles- Base Rate plus \$2.00 per hour
- Zone C: 75-100 miles- Base Rate plus \$3.00 per hour
- Zone D: 101-200 miles- Base Rate plus \$3.50 per hour
- Zone E: Over 200 miles- Base Rate plus \$6.50 per hour

ELEC0518-002 01/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 17.50	7.57

ENGI0428-005 06/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Grader/Blade).....	\$ 34.49	12.57

IRON0075-008 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.00	18.91

* PLAS0394-006 01/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.78	9.17

* SUAZ2011-005 07/28/2011

	Rates	Fringes
CARPENTER, Excludes Drywall Hanging.....	\$ 18.16	0.00
FORM WORKER.....	\$ 14.37 **	0.00
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 14.13 **	0.00
LABORER: Common or General.....	\$ 10.20 **	0.00
LABORER: Mason Tender - Brick...	\$ 12.77 **	0.00
LABORER: Mason Tender - Cement/Concrete/Stone.....	\$ 11.00 **	0.00

LABORER: Pipelayer.....	\$ 13.00 **	0.00
OPERATOR: Backhoe.....	\$ 18.29	0.00
OPERATOR: Excavator.....	\$ 24.67	0.00
OPERATOR: Forklift.....	\$ 16.00 **	0.00
OPERATOR: Loader (Front End)....	\$ 15.00 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.75	0.00
OPERATOR: Roller	\$ 16.24 **	1.42
OPERATOR: Scraper.....	\$ 19.20	1.52
OPERATOR: Tractor	\$ 20.98	0.00
PAINTER: Brush, Roller and Spray	\$ 13.31 **	0.00
PLUMBER.....	\$ 20.14	4.08
ROOFER.....	\$ 13.67 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.02 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.50 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at: <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey.

Example:

PLUM0198-005 07/01/2014.

PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers.

0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198.

The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

Example:

SULA2012-007 5/13/2014.

SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data.

EXAMPLE:

UAVG-OH-0010 08/29/2014.

UAVG indicates that the rate is a weighted union average rate. OH indicates the state.

The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

Agreement Form

Subcontractor Information:

Agency Information:

I, the below signed subcontractor, have read and agree to all items in the Grant Provisions for Community Development Block Grant Construction Contracts.

Please Sign Below:

Subcontractor Signature: _____

Date: _____

Agency Signature: _____

Date: _____

Reporting and Misc. Documents

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects.

The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “related Acts.” The “related Acts” include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of “related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics employed](#) directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line ([WDOL website](#)) for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda [Nos. 130](#) and [131](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS OMB No.: 1235-0008
Expires: 02/28/2018

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.															
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
			OT	OR	S									FICA	WITH-HOLDING TAX	OTHER		TOTAL DEDUCTIONS
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Wage/Fringe Benefit Certification

(To be completed by contractor/subcontractors prior to contract award.)

GRANTEE: _____

GRANT: _____

PROJECT: _____

This is to certify that plans to use the following classifications of workers on the above referenced project:

From Applicable Wage Decision				Base Wage to be paid by Contractor	Fringe Benefits to be provided by Contractor		Total Package to be paid by Contractor
Classification	Base Wage	Fringe Benefits	Total Package		Benefit	Hourly Amount	
	Due	Due	Due				
I		111		I			
I		f		L		L .. .	L J
I							
L						
I	1	1		I			L
I							
I			L	L		L
L	,11		L		I	
I				L			

Certified by: L. _____ Title: _____ Date: _____

(Must be certified by Owner or Chief Financial Officer)

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

[WH-347](#) (PDF)

OMB Control No. 1235-0008, Expires 02/28/2018.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

For Microsoft IE users, select "Save Target As"

For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

CITY OF FLAGSTAFF – Labor Standards Interview

DEPARTMENT OF LABOR

Title 29: Labor

PART 5—LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

§ 5.5 Contract provisions and related matters.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

GENERAL INFORMATION

Davis-Bacon requires labor interviews to ensure compliance. **SF 1445 – Labor Standards Interview** is the form used by the Department of Labor.

Interviews should be conducted in the following manner:

- **INTERVIEWER.** City is required to use a consulting engineer or the city staff unaffiliated with the contractors and on site regularly to conduct interviews.
- **NUMBER OF INTERVIEWS.** The task will consist of doing a “representative sample” of interviews using the attached form. Interview a sufficient number of employees or former employees, who represent all classifications, to develop information regarding the method and amount of payments, deductions, hours worked, and the type of work performed
- **TIMING.** The federal guidance states that interviews should be done on, at minimum, two different occasions. One should be within the first two weeks after actual construction begins and payrolls are submitted. The second round should occur closer to substantial completion, while workers are still on site. Additional interviews should be done when issues or discrepancies arise and should be targeted at the contractor in question.
- **PURPOSE OF INTERVIEWS.** The purpose of the interview is to uncover discrepancies between the work actually being done by construction workers and the job titles/wages being reported on the certified payrolls. Each interview should probably only take about 10 minutes and is to be done confidentially to protect the workers. Interviews should then be compared to payrolls to identify inconsistencies, if any.
- **RECORDS.** At the end of the project, interview forms should be kept with the grant project file in the City of Flagstaff, Management Services-Grants Office for a period of no less than 5 years. The interview forms have identifying employee information that should be kept confidential from contractors generally, but the project folders should be available for inspection by the Department of Labor upon request.

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER			EMPLOYEE INFORMATION		
NAME OF PRIME CONTRACTOR			LAST NAME		MI
			FIRST NAME		
NAME OF EMPLOYER			STREET ADDRESS		
			CITY		STATE
SUPERVISOR'S NAME			WORK CLASSIFICATION		
LAST NAME		MI			
FIRST NAME			WAGE RATE		

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		
WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?		

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE (YYMMDD)
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE (YYMMDD)

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION <i>(If explanation is needed, use comments section)</i>	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

YES NO

COMMENTS

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)

Minority and Women's Business Enterprise (MBE/WBE) Information Form

This form must be completed by all vendors involved in construction projects (general contractors, subcontractors and those providing professional services), funded with CDBG funding.

Return completed form(s) to: City of Flagstaff Housing Section

Business name: _____

Business full address: _____

Phone: _____ Email: _____ Cell: _____

Owner's name: _____

Owner's full address: _____

Taxpayer's EIN: _____

Project Name: _____ Amount of Contract \$ _____

Scope of Work :

Category (select the category which applies to the applicant)

____(A) Professional Services ____ (B) General Contractor ____ (C) Sub-Contractor

____(D) Other (please describe) _____

Business Description: _____

Check all that apply: Minority-owned Women-owned Neither

Definition of a minority or women- owned business: A minority or women-owned business is one that is 51% or more owned, operated and controlled on a daily basis by a minority or female.

Racial/Ethnic Code Number from table below: _____

#1 – White Americans #2 – Black Americans #3 – Native Americans #4 – Hispanic Americans

#5 – Asian Pacific Americans #6 – Hasidic Jews #7 – Alaskan Native

Form Completed by (Print Name): _____

Title: _____

Signature: _____ Date: _____

Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No.: 2577-0088

OMB Approval No.: 2502-0355

Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the Information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency | Check if: PH, IH, CPD, Housing | 2. Location (City, State Zip Code)

3a. Name of Contact Person | 3b. Phone Number (Including Area Code) | 4. Reporting Period: Oct. 1 - Sept. 30 (Annual -FY) | 5. Program Code (Not applicable for CPD programs.) | 6. Date Submitted to Field Office

Table with columns for Grant/Project Number or HUD Case Number, Amount of Contract or Subcontract, Type of Trade Code, Contractor or Subcontractor Business Racial/Ethnic, Woman Owned Business, Prime Contractor Identification (ID) Number, Subcontractor Identification (ID) Number, Contractor/Subcontractor Name and Address, City, State, Zip.

- 7c: Type of Trade Codes: 1 = New Construction, 2 = Substantial Rehab, 3 = Repair, 4 = Service, 5 = Project Mangt., 6 = Professional, 7 = Tenant Services, 8 = Education/Training, 9 = Arch./Engrg. Appraisal, 0 = Other
7d: Racial/Ethnic Codes: 1 = White Americans, 2 = Black Americans, 3 = Native Americans, 4 = Hispanic Americans, 5 = Asian/Pacific Americans, 6 = Hasidic Jews
5: Program Codes (Complete for Housing and Public and Indian Housing programs only): 1 = All Insured, including Section 8, 2 = Flexible Subsidy, 3 = Section 8 Noninsured, Non-HFDA, 4 = Insured (Management), 5 = Section 202, 6 = HUD-Held (Management), 7 = Public/India Housing, 8 = Section 811

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be

completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3. A Section 3 Contractor/subcontractor is a business concern that provides economic opportunities to low and very Low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 person or more owned by low-income residents;

or provides subcontracting or business development opportunities to businesses owned by low or low-income residents. Low and very low-income residents; include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction

costs or unusually high or low-income families. Very low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h. Only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts expected during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Community Development Programs

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor.

The "other" category includes supply, professional services and all other activities except

construction and education/training activities.

7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business.

When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

Multifamily Housing Programs

1. Grantee/Project Owner: Enter the name of the unit of government, agency or mortgagor entity submitting this report.

3. Contact Person: Same as item 3 under CPD Programs.

4. Reporting Period: Check only one period.

5. Program Code: Enter the appropriate program code.

7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.

7c. Type of Trade: Same as item 7c. under CPD Programs.

7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.

Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

1. Project Owner: Enter the name of the unit of government, agency or mortgagor entity submitting this report. Check box as appropriate.

3. Contact Person: Same as item 3 under CPD Programs.

4. Reporting Period: Check only one period.

5. Program Code: Enter the appropriate program code.

7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. Amount of Contract/Subcontract: Same as item 7b. under CPD Programs.

7c. Type of Trade: Same as item 7c. under CPD Programs.

7d. Business Racial/Ethnic/Gender Code: Same as item 7d. under CPD Programs.

7e. Woman Owned Business: Enter Yes or No.

7g. Section 3 Contractor: Enter Yes or No.

7g. Section 3 Contractor: Enter Yes or No.

7f. Contractor Identification (ID) Number: Same as item 7f. under CPD Programs.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Same as item 7h. under CPD Programs.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Same as item 7j. under CPD Programs.

Section 3 Housing and Community Development Employer Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736A OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please Provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

<input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*	Income limit \$50,900.00
<input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)	
<input type="checkbox"/> Worker's residence is within the service area or neighborhood of the project	

*Currently or at the time of hire if hired within the past 5 years.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

"General Decision Number: AZ20240043 01/19/2024

Superseded General Decision Number: AZ20230043

State: Arizona

Construction Type: Building

Counties: Coconino, Mohave and Yavapai Counties in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> ◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> ◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

BRAZ0003-001 07/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 32.74	9.52

CARP1912-001 07/01/2023

	Rates	Fringes
CARPENTER.....	\$ 33.55	14.17

ELEC0640-002 01/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 33.10	13.58

ENGI0428-017 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 31.69	13.52
Crane.....	\$ 36.04	13.52
Loader.....	\$ 34.96	13.52

* IRON0075-012 10/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 32.00	18.91

PLUM0469-010 07/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 45.65	18.00
PLUMBER.....	\$ 45.65	18.00

SHEE0359-001 07/01/2022

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.82	19.04

* SUAZ2019-006 06/12/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.00	0.00
LABORER: Common or General.....	\$ 16.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.90	0.00
LABORER: Pipelayer.....	\$ 16.77 **	1.05
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.97	5.41
OPERATOR: Roller.....	\$ 23.62	6.44
PAINTER.....	\$ 16.48 **	0.00
TILE SETTER.....	\$ 21.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the

minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Neil Chapman, Forest Health Supervisor
Co-Submitter: Nicole Antonopoulos
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration and Approval of Agreement: Grant Agreement between the City of Flagstaff and the Gordon and Betty Moore Foundation to initiate a comprehensive, collaborative, and cross-sector initiative to change conditions such that community capacity, awareness of the benefits of fire to forest health, and community-wide smoke readiness have all increased, advancing wildfire resilience and public health.

STAFF RECOMMENDED ACTION:

Ratify year one of a Grant Agreement with the Gordon and Betty Moore Foundation in the amount of \$249,850.

Executive Summary:

The City's Fire Department's Wildland Fire Management program (WFM) and Sustainability Division have been working with the Gordon and Betty Moore Foundation on national wildfire risk reduction efforts since 2021. In December 2023, discussions were initiated to include WFM in the Moore Foundations Wildfire Resilience Initiative (<https://www.moore.org/initiative-strategy-detail?initiative=wildfire-resilience-initiative>).

The Wildfire Resilience Initiative aims to support a transformation in the role that fire plays and is perceived to play in Western North America, from an unwanted, destructive threat to a vitalizing element in our landscapes. This new partnership will increase the Sustainability Division's and WFM's level of service in the City of Flagstaff's natural and built environment. The Gordon and Betty Moore Foundation will benefit from the City of Flagstaff providing significant experience and local lessons learned to their Wildfire Resilience Initiative. This is year one of a ten-year initiative.

Grant Outcome: By April 2025, a comprehensive, collaborative, and cross-sector initiative will have been launched to change conditions such that community capacity, awareness of the benefits of fire to forest health, and community-wide smoke readiness have all increased, advancing wildfire resilience and community health.

Objective 1. Improve Wildfire Resilience in the Greater Flagstaff Region by increasing community knowledge of resilient landscapes and beneficial fire-focused management, through staff training and expanded planning efforts.

Objective 2. Identify and utilize a novel system of parcel-level data collection that has been identified and used for community-level wildfire risk reduction and is informing statewide partnerships to address the emerging insurance crisis.

Objective 3: Wildfire resilience capacity has improved locally and statewide by launching a new forum for collaboration to provide support and leadership for the use of prescribed fire across Arizona.

Objective 4. Public knowledge of and access to forest health, wildfire, and smoke data has increased, helping to reduce risk to community health and safety.

Objective 5: Community resilience to smoke event-related health impacts has increased.

Financial Impact:

Project Name: Fire Adapted Flagstaff: Reconnecting the health of the people with the health of the land
Cost: \$249,850
Account Number Budgeted: 214-12-170-6397-0-XXXX
FY Budgeted Amount: \$250,000
Grant Funded: \$249,850
Funding Source: Gordon and Betty Moore Foundation

Policy Impact:

Funding supports existing programs and community-wide plans.

Previous Council Decision or Community Discussion:

This is a novel program and grant to support the Sustainability and Wildland Fire Management programs as identified in the Carbon Neutrality Plan and the 2023-2024 Fire Department Strategic Plan. While the City Council and the Flagstaff community are familiar with the ecological, economic, and public health benefits of effective forest and fire management, no previous discussions about this specific partnership or grant have taken place.

Options and Alternatives to Recommended Action:

The City Council has the option to not ratify this agreement. This will delay implementation and could result in the potential loss of Gordon and Betty Moore Foundation funding commitments. Year 1 funding includes financing to support an update to the critical Community Wildfire Protection Plan. The current Sustainability and Wildland Fire Management level of services would be maintained, but not increased.

Connection to PBB Priorities and Objectives:**Priority Based Budget Key Community Priorities and Objectives**

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

Connection to Regional Plan:**Regional Plan**

Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.

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

Connection to Carbon Neutrality Plan:

Carbon Neutrality Plan

- HF-1: Protect existing forests, resources, and meaningful open spaces
- HF-2: Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
- HF-3: Educate the public on forest health and wildfire risk reduction.

Connection to 10-Year Housing Plan:

Connect 3.2 Encourage neighborhoods, housing types, and building practices that increase health.

Connection to Division Specific Plan:

Connection to FFD 2023 - 2024 Strategic Plan:

Service Level Goals: Increase community outreach & Reduce risks through Prevention & WFM efforts
Standardization and Improved Partnership Goals: Advance Community Risk Reduction measures

Attachments: [Grant Agreement #12623](#)



Aileen Lee
Chief of Programs

aileen.lee@moore.org

April 17, 2024

Becky Daggett, Mayor, City of Flagstaff
City of Flagstaff
211 W Aspen Avenue
Flagstaff, ARIZONA 86001
Email: becky.daggett@flagstaffaz.gov, Jenna.Ortega@Flagstaffaz.gov

Re: Grant Agreement for City of Flagstaff (GBMF ID #12623)

Dear Mayor Daggett:


I am pleased to inform you that the Gordon and Betty Moore Foundation has awarded a grant of \$249,850 to City of Flagstaff.

This Grant Agreement contains the terms and conditions of the grant. If the Grant Agreement meets with your organization's approval, please sign and return the agreement through DocuSign. The foundation will not disburse grant funds prior to receipt of the signed Grant Agreement.

Please contact Grants Administration at GrantProcessing@moore.org if you have any questions about the Grant Agreement, including the attachments. For questions regarding ongoing grant reporting and management, please contact your Grant Lead, Marion Wittmann, Program Officer (marion.wittmann@moore.org).

On behalf of the foundation, we look forward to working with you in support of this project.

Sincerely,

DocuSigned by:

6B79CC5C34A34B3...

Aileen Lee
Chief of Programs

cc: Neil Chapman, Wildland Fire Captain Forest Health and Flagstaff Watershed Protection
Project Manager, neil.chapman@flagstaffaz.gov
Jenna Ortega, Climate Engagement Specialist, jenna.ortega@flagstaffaz.gov
Stacey Brechler-Knaggs, Director of Emergency Management|Grants & Contracts,
sknaggs@flagstaffaz.gov

GRANT AGREEMENT

This agreement (the "Grant Agreement") contains the terms and conditions of Grant #12623 in the amount of \$249,850 (the "Grant") from the Gordon and Betty Moore Foundation (the "Foundation" or "GBMF") to City of Flagstaff ("CoF"), dated April 17, 2024.

By signing this Grant Agreement, the Foundation and CoF agree to the following terms and conditions regarding the Grant.

1. Status of Grantee:
This Grant is specifically conditioned on CoF's status as an eligible grantee of the Foundation. CoF confirms that it is a governmental unit referred to in Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). CoF will notify the Foundation immediately of any potential or actual change to this status.
2. Grant Purpose:
The charitable purpose of this Grant is in support of a Select Pilot to Achieve Results by Key Indicators (SPARK) project in Coconino County/Greater Flagstaff Region, AZ. This purpose is to be carried out in accordance with the Outcome Plan and the Payments and Requirements Plan in Attachment 1 and the Budget in Attachment 2 (the "Grant Purpose").
3. Grant Payments:
The Foundation will disburse Grant funds according to the schedule in Attachment 1, subject to the terms and conditions of this Grant Agreement.
4. Use of Grant Funds:
CoF must use Grant funds, and any income earned on those funds, for the Grant Purpose only. If Grant funds are placed in a pooled interest-bearing account, the interest earned on Grant funds may be estimated on a pro rata basis. CoF will return to the Foundation any Grant funds, including any income earned on them, that it does not use for the Grant Purpose.
5. Grant Reports:
CoF will submit one or more reports to the Foundation according to the schedule in Attachment 1.
 - (a) Narrative Reports: Each narrative report will describe, as of the end of the reporting period:
 - (1) What has been achieved and the significance of those achievements towards advancing the goals of the Grant (in the form of a one to two page summary);
 - (2) Progress that has been made towards the completion of each of the Grant's outcomes and outputs in Attachment 1; and
 - (3) Any additional information that is requested in Attachment 1.

The Foundation may provide a narrative reporting template, and if provided, CoF will submit narrative reports using that template.

(b) Financial Reports: Each financial report will include:

(1) An Excel spreadsheet showing actual versus budgeted spending of Grant funds (plus variances), and any interest earned on those funds, as of the end of the reporting period and cumulative across the life of the Grant; and

(2) An explanation of any variances in expense subcategories that are more than \$10,000 and between 10% to 20% of the subcategory amount (expense subcategories refer to the subcategories of direct costs such as personnel, consultants and contractors, subgrants, and other direct expenses). Expense subcategory variances that exceed \$10,000 and 20% of the subcategory amount must be approved by the Foundation in writing in advance, as described under Grant and Budget Modifications.

The Foundation may provide a financial reporting template, and if provided, CoF will submit financial reports using that template.

CoF will submit Grant reports electronically to the Grant Lead Marion Wittmann, Program Officer (marion.wittmann@moore.org) for the Grant.

6. Grant and Budget Modifications:

(a) Grant Modifications:

CoF may only modify the terms and conditions in this Grant Agreement with the written consent of the Foundation.

(b) Budget Modifications:

CoF may modify the Budget in Attachment 2 to reflect actual costs without the prior written consent of the Foundation so long as the modification does not (1) change any Budget expense subcategory by more than 20% (except for variances under \$10,000 which do not require the prior written consent of the Foundation regardless of percent), (2) increase the amount of indirect costs, or (3) result in an expenditure for anything other than the Grant Purpose.

7. Notifications:

CoF will promptly notify the Foundation of:

(a) Any potential or threatened litigation, claim, assessment, or audit involving CoF related to the Grant Purpose;

(b) Any challenge that arises that may prevent CoF from completing the Grant Purpose according to the schedule in Attachment 1, including any issues with partners, contractors, and subgrantees;

(c) Any actual inability to complete the Grant Purpose according to the schedule in Attachment 1;

(d) Any potential or actual changes in the leadership, staff, subgrantees or contractors who CoF has selected to carry out the Grant Purpose including but not limited to the Wildland Fire Captain Forest Health and Flagstaff Watershed Protection Project Manager. The Foundation reserves the right to terminate the Grant if any of the aforementioned individuals or other key personnel leave the project during the term of the Grant;

(e) Any other items identified in Attachment 1.

8. Subgrants and Contracts:

If budgeted for, CoF is authorized to select subgrantees and contractors of its choice to achieve the Grant Purpose. CoF confirms that the Foundation has not required either in writing or orally that Grant funds must be used for any specific subgrantee or contractor. CoF is responsible for ensuring that all subgrantees and contractors use Grant funds solely in a manner that is consistent with this Grant Agreement and with the Foundation's Indirect Cost Policy.

9. Information and Data Sharing:

The parties understand that a material condition of this Grant Agreement is that CoF makes the data developed in whole or in part with any Grant funds ("Data") publicly available as soon as possible at no cost, or, when justified, at a reasonable cost.

10. Intellectual Property:

All right, title, and interest in and to all intellectual property based on, or derived from activities undertaken by CoF, including any of its employees, contractors, sub-contractors, sub-grantees, agents and other persons or entities under its control (each an "Agent") and funded in whole or in part by this Grant ("Grant Works"), shall be owned by CoF. CoF agrees to make the Grant Works available to the public at no cost, or, when justified, at a reasonable cost. To give effect to the foregoing, CoF agrees to take all reasonable action necessary to carry out the Grant Purposes, including but not limited to obtaining appropriate assignments or licenses from Agents. CoF may transfer, license, or otherwise alienate the Grant Works only in compliance with this paragraph.

11. Open Access Policy:

In addition to the foregoing, if activities undertaken by CoF pursuant to this Grant result in a peer-reviewed journal article, CoF must comply with the Foundation's Open Access Policy available at www.moore.org, which requires that a final (post-print) version of all peer-reviewed articles produced as a result of research supported, either in whole or in part, by the Foundation's funding, be made publicly and freely available (open access) within 12 months of publication.

12. Grant Publicity:

The Foundation encourages CoF to attribute funding for the grant to the Foundation using the Foundation's pre-approved attribution language and logo usage provided below. Any other reference to the Foundation requires advance written approval by the Foundation's Communication Department at communications@moore.org. The Foundation may include basic information about this grant (such as the name of the organization, the grant amount, and a brief description of its purpose) in its tax return, periodic public reports, and on its website.

(a) Pre-approved Attribution Language:

(i) About the Gordon and Betty Moore Foundation:

"Gordon and Betty Moore established the foundation to create positive outcomes for future generations. In pursuit of that vision, we advance scientific discovery, environmental conservation, and the special character of the San Francisco Bay Area. Visit Moore.org and follow @MooreFound."

(ii) Attribution for Full Grant Funding:

"This (research, publication, project, website, report, etc.) is funded by the Gordon and Betty Moore Foundation." (Optional addition to the sentence above: "through Grant GBMF12623 to [grantee]." or "through Grant GBMF12623 to [grantee] to support the work of [name].")

(iii) Attribution for Partial Grant Funding:

"This (research, publication, project, website, report, etc.) is funded in part by the Gordon and Betty Moore Foundation." (Optional addition to the sentence above: "through Grant GBMF12623 to [grantee]." or "through Grant GBMF12623 to [grantee] to support the work of [name].")

(iv) Other Attribution Language:

In addition to using the specific attribution language above, the Foundation encourages CoF to recognize the Foundation's funding for the Grant in annual reports, donor lists, press releases, and other forms of communication using any other attribution language reasonably appropriate for the context.

(b) Logo Usage:

The Foundation encourages CoF to use the Foundation's logo for acknowledgment of support, as appropriate.

13. Prohibited Uses:

(a) CoF may not use Grant funds for any purpose other than the Grant Purpose or for any purpose that is inconsistent with Section 501(c)(3) of the United States Internal Revenue Code (the "Code").

(b) CoF may not use Grant funds to influence the outcome of any specific election for any candidate for public office or to carry out any voter registration drive.

(c) CoF may not use grant funds for lobbying as defined in Section 4945(d) and (e) of the Code or any other applicable local, state or foreign lobbying laws. In carrying out the project funded by this Grant, CoF may, however, attempt to influence government action in ways that fall outside of that definition of lobbying. It is CoF's obligation, independent of the Foundation, to determine if it has any registration or reporting requirements under any applicable gift, ethics, or other laws.

(d) CoF may not use Grant funds to carry out a project that includes the application of fire (as prescribed fire, managed fire or cultural fire) to natural systems for any purpose. This restriction does not prohibit use of Grant funds for planning, permitting or other ancillary activities that prepare for the safe and lawful execution of such a project, if those activities are otherwise allowable uses of Grant funds as described above under "Use of Grant Funds".

14. Compliance with Laws:

CoF agrees to comply with all laws and regulations applicable to any of its activities associated with this Grant. CoF will use Grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. CoF will not employ or contribute funds to individuals or organizations that are found on the "Specially Designated Nationals and Blocked Persons List" maintained by the U.S. Office of Foreign Assets Control. CoF agrees, to the best of its knowledge, that it does not and will not engage in bribery or corruption, including but not limited to activities prohibited by applicable U.S. laws, including the U.S. Foreign Corrupt Practices Act.

15. Maintenance of Grant Records:

CoF will account for Grant funds separately in CoF's books and records. CoF will, if requested by the Foundation, provide the Foundation with copies of its books and records related to the Grant funds, and to any interest earned on them. CoF will keep copies of all books and records related to the Grant funds for at least three years after all Grant funds have been spent.

16. Remedies:

If the Foundation determines, in its reasonable discretion, that CoF has failed to or is unable to carry out any provision of this Grant Agreement, including but not limited to making reasonable progress towards the achievement of the Grant Purpose, the Foundation may elect to withhold further Grant payments under this Grant Agreement, or any other grant agreement between the Foundation and CoF, and the Foundation may demand return of all or part of any Grant funds not properly spent or committed to third parties under this Grant Agreement. Prior to terminating or curtailing the Grant, the Foundation will give CoF thirty (30) days' advance written notice so that the parties can consult about resolving the issues, but the determination to continue, curtail, or terminate the Grant will remain in the Foundation's discretion.

17. No Promise of Future Funding:

CoF acknowledges that the Foundation and its representatives have made no actual or implied promise of funding except for the amount in this Grant Agreement. The Foundation will determine any future funding in its sole discretion.

18. Entire Agreement, Severability:

This Grant Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement between the parties with respect to the Grant. The provisions of this Grant Agreement are severable so that if any provision is found to be invalid or illegal, that finding will not affect the validity or enforceability of the remaining provisions.

19. Effective Date:

The terms of this Grant Agreement will be effective as of the date it is signed and accepted by CoF. CoF may, however, use Grant funds to pay for Grant-related costs incurred as of March 22, 2024, the date the Foundation approved the Grant. CoF may not use Grant funds for costs incurred prior to this date.

20. Grant Start and End Dates:

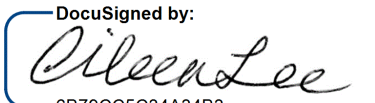
The Foundation considers the start date of the Grant to be the date the Grant Agreement is signed and accepted by CoF and the end date of the Grant to be the date that the final requirement in Attachment 1 is completed. CoF may set start and end dates in its system in a manner appropriate for its needs to monitor grant activities and respond to reporting requirements described in Attachment 1. If any of the Grant's outcomes, outputs, or activities have not been completed by the end date, CoF may request a no-cost extension to extend the end date.

21. Counterparts:

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

AGREED AND ACCEPTED:

Gordon and Betty Moore Foundation

DocuSigned by:

6B79CC5C34A34B3...
Aileen Lee
Chief of Programs
4/17/2024 | 4:00 PM PDT

City of Flagstaff

signatures on next page

Attachment 1: Outcomes, Payments, & Requirements Plan
Attachment 2: Budget

Gordon and Betty Moore Foundation Grant Agreement

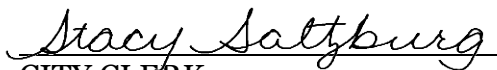
City of Flagstaff



Shannon Anderson signed on 5/2/2024 5:39:12 PM

CITY MANAGER

ATTEST:



Stacy Saltzburg signed on 5/3/2024 9:43:19 AM

APPROVED AS TO FORM:



Marianne Sullivan signed on 4/25/2024 2:29:53 PM

CITY ATTORNEY

ATTACHMENT 1**GRANT OUTCOMES, PAYMENTS & REQUIREMENTS PLAN (#12623)****SECTION 1: Management Plan**

Grant Outcome: By April 2025, a comprehensive, collaborative, and cross-sector initiative will have been launched to change conditions such that community capacity, awareness of the benefits of fire to forest health, and community-wide smoke readiness have all increased, advancing wildfire resilience and community health.	
Objective	Outputs
<p>1. Improve Wildfire Resilience in Coconino County and the Greater Flagstaff Region has been improved by increasing community knowledge of resilient landscapes and beneficial fire-focused management and through staff training and expanded planning efforts.</p> <p>Select alignment with initiative strategy/ies:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Fire <input type="checkbox"/> Pre-Fire Communities¹ <input type="checkbox"/> Pre-Fire Ecosystems <input type="checkbox"/> Deeper Understanding <input type="checkbox"/> Enabling Conditions <input type="checkbox"/> Measurement and Eval 	<p>1.1: Initiate a Resilient Forest Campaign focused on treatment, communication, and engagement in the region across City of Flagstaff Parks and Open Spaces.</p> <p>1.2: Begin development of a monitoring plan to evaluate resilient forest progress on City lands and compliance with the City’s Forest Stewardship Plan.</p> <p>1.3: Increase City staff access to Community Wildfire Risk Prevention, Preparedness, and Mitigation trainings and workshops.</p> <p>1.4: Start deeper engagement in the Wildfire Resilience Initiative Learning Exchange Network and the Regional Wildfire Mitigation Program (RWMP) framework.</p>
<p>2. Identify and utilize a novel system of parcel level data collection that has been identified and used for community-level wildfire risk reduction and is informing statewide partnerships to address the emerging insurance crisis.</p> <p>Select alignment with initiative strategy/ies:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Fire <input type="checkbox"/> Pre-Fire Communities <input type="checkbox"/> Pre-Fire Ecosystems <input type="checkbox"/> Deeper Understanding 	<p>2.1: Explore current and emerging firetech software to better identify, prioritize, track and communicate fire risk reduction efforts and structure protection plans.</p> <p>2.2: Flagstaff Fire Department Wildfire Management staff will plan for the processing and collection of wildfire resilience data to incentivize homeowners and empower partners (e.g., Insurance Institute for Business & Home Safety, National Fire Protection Association, and the Arizona Office of Insurance) to implement fire risk reduction efforts and structure protection plans.</p>

¹ Highlighted strategies indicate those that apply to the objective and outputs

ATTACHMENT 1**GRANT OUTCOMES, PAYMENTS & REQUIREMENTS PLAN (#12623)**

Grant Outcome: By April 2025, a comprehensive, collaborative, and cross-sector initiative will have been launched to change conditions such that community capacity, awareness of the benefits of fire to forest health, and community-wide smoke readiness have all increased, advancing wildfire resilience and community health.	
Objective	Outputs
<input type="checkbox"/> Enabling Conditions <input type="checkbox"/> Measurement and Eval	2.3: Flagstaff Fire Department Wildfire Management staff will begin planning a statewide communications campaign to summarize data offerings, showcase efforts, and highlight success stories on parcel-level wildfire risk reduction.
<p>3: Wildfire resilience capacity has improved locally and statewide by launching a new forum for collaboration to provide support and leadership for the use of prescribed fire across Arizona.</p> <p>Select alignment with initiative strategy/ies:</p> <input type="checkbox"/> Early Fire <input type="checkbox"/> Pre-Fire Communities <input type="checkbox"/> Pre-Fire Ecosystems <input type="checkbox"/> Deeper Understanding <input type="checkbox"/> Enabling Conditions <input type="checkbox"/> Measurement and Eval	<p>3.1 Initiate a contract agreement with a conservation facilitation organization that will support the organization and management of a comprehensive Arizona Prescribe Fire Council.</p> <p>3.2: Launch the Arizona Prescribed Fire Council, to leverage capacity investments from partners like the Prescribed Fire Training Exchange Network and Prescribed Fire Training Center.</p> <p>3.3: Establish the Arizona Prescribed Fire Council, organized under the National Coalition of Prescribed Fire Councils, through a signed charter by April 2025.</p>
<p>4. Public knowledge of and access to forest health, wildfire, and smoke data has increased, helping to reduce risk to community health and safety.</p> <p>Select alignment with initiative strategy/ies:</p> <input type="checkbox"/> Early Fire <input type="checkbox"/> Pre-Fire Communities <input type="checkbox"/> Pre-Fire Ecosystems <input type="checkbox"/> Deeper Understanding <input type="checkbox"/> Enabling Conditions <input type="checkbox"/> Measurement and Eval	<p>4.1: Begin development of a collaborative cross-sector communication plan that strategically conveys an integrated forest and community health message in three priority areas: forest health, structure protection and home assessment, and public health.</p> <p>4.2: Begin development of a suite of resident-focused communication tools including a GFR CWPP Hub Website, a GIS-based story map, an improved community-wide access to real-time, fine-scale air quality data.</p>

ATTACHMENT 1**GRANT OUTCOMES, PAYMENTS & REQUIREMENTS PLAN (#12623)**

Grant Outcome: By April 2025, a comprehensive, collaborative, and cross-sector initiative will have been launched to change conditions such that community capacity, awareness of the benefits of fire to forest health, and community-wide smoke readiness have all increased, advancing wildfire resilience and community health.	
Objective	Outputs
<p>5: Community resilience to smoke event-related health impacts has increased.</p> <p>Select alignment with initiative strategy/ies:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Fire <input type="checkbox"/> Pre-Fire Communities <input type="checkbox"/> Pre-Fire Ecosystems <input type="checkbox"/> Deeper Understanding <input type="checkbox"/> Enabling Conditions <input type="checkbox"/> Measurement and Eval 	<p>5.1: Lay the foundation for increasing access to <u>safe clean air spaces</u> during smoke events for high-risk, vulnerable community members by supporting the future development of public clean air spaces at two Flagstaff Community Resilience Hubs.</p> <p>5.2: Plan a multi-year campaign to host community health workshops and other outreach events which:</p> <ul style="list-style-type: none"> - Increase community knowledge of available clean air spaces. - Build community capacity for improving air quality in homes and public gathering spaces - Distribute 100 HEPA home air filters, 50 replacement filter elements, 200 DIY HEPA filter kits and instruction guides, 200 N95 mask packets, over five years.

SECTION 2: Monitoring and Reporting Plan**Management Effectiveness Questions**

Key Questions to be addressed by this plan (In addition to direct measurement of objectives/sub-objectives):
1. How effective are the project's multiple methods (represented by the objectives and outcomes) at reaching Flagstaff community members, and what – beyond information access – is needed for adoption and implementation of prioritized mitigation and stewardship activities?
2. Is the project making progress in all five objective areas, or does capacity need to be re-distributed?

ATTACHMENT 1**GRANT OUTCOMES, PAYMENTS & REQUIREMENTS PLAN (#12623)****Monitoring and Reporting Table**

Indicator by Outcome / Objective (write the indicator and specify associated Outcome/Objective)	Methods (include unit and frequency if helpful)	Baseline	Target
Indicator 1.1: Number of residents effectively informed on resilient landscapes through engagement in demonstration projects. [Objective 1]	# of residents engaged (year 1)	0	100
Indicator 1.2: Number of City-owned acres treated. [Objective 1]	# of acres treated in the planning areas (limited to City-owned land)	0	15
Indicator 1.3: Number of staff trained in Community Wildfire Risk Reduction and/or engaged in specialized training within the WRI Learning Exchange Network. [Objective 1]	# of staff engaged in specialized trainings and RWMP planning	0	2
Indicator 2: Number of staff trained on risk reduction assessments or structure protection plans using an improved firetech software platform (contingent on securing the new software in year 1) [Objective 2]	# of staff trained	0	2
Indicator 3: Partners that agree to join a newly formed, nationally recognized Arizona Prescribed Fire Council. [Objective 3]	# of partners that support the launch of the Arizona Prescribed Fire Council	0	3
Indicator 4: Number of Flagstaff residents engaged through Fire Adapted Flagstaff outreach and engagement activities, or the Community Wildfire Protection Plan process and associated website, GIS story map, and data offerings. [Objective 4]	# of residents engaged	0	75
Indicator 5.1: Number of users of community clean air spaces during smoke events. [Objective 5]	# of users of community clean air spaces during smoke events in their launch year	0	50
Indicator 5.2: Number of participants at community health workshops and other outreach events focusing on air quality and home improvement solutions. [Objective 5]	# of participants	0	20

ATTACHMENT 1**GRANT OUTCOMES, PAYMENTS & REQUIREMENTS PLAN (#12623)**

GRANT PAYMENTS & REQUIREMENTS						
GRANT PAYMENTS			GRANT REQUIREMENTS			
(A) Scheduled Payment Date	(B) Payment Number*	(C) Amount	(D) Requirement Due Date	(E) Type of Requirement	(F) Description of Report / Activity	(G) Contingency for release of Payment #
04/08/2024	Payment #1	\$249,850	04/01/2024	Signed Contract	Fully signed Grant Agreement	Payment #1
			05/30/2025	Final (Narrative and Financial)	Notes: Please complete the narrative report template provided by the Moore Foundation. For the financial report, please report Actuals against the approved project budget included in the grant agreement (or most recent approved budget, if a revised budget has been approved by the time of reporting).	N/A

* See Column (G) for the requirements that are contingencies for release of payments.

ATTACHMENT 2

BUDGET (#12623)

	TOTAL	
	YEAR 1	TOTAL
Personnel Note #		
Subtotal Personnel	135,000	135,000
Consultants and Contractors Note #		
Community Wildfire Protection Plan Development		0
Prescribed Fire Council Launch - Facilitation Services	20,000	20,000
Wildfire Resilience Demonstration at City Parks - thinning contract	50,000	50,000
Subtotal Consultants and Contractors	70,000	70,000
Subgrants Note #		
N/A		
0		
Subtotal Subgrants	0	0
Other Direct Expenses Note #		
Travel (Transportation & Lodging)	7,000	7,000
Training & Conferences	16,500	16,500
Communication & Publications		0
Field Supplies		0
Other Supplies		0
Computers/Software - Firewise software	5,000	5,000
Subtotal Other Direct Expenses	28,500	28,500
Capital Expenditures Note #		
Scientific Equipment		
Vehicles (boats, trucks, motorcycles)		
Infrastructure/renovation		
Subtotal Capital Expenditures	0	0
Total Direct Costs	233,500	233,500
Indirect Costs specify: 10.0%	16,350	16,350
Total Costs	249,850	249,850

ATTACHMENT 2

BUDGET (#12623)

	GBMF	SUBCATEGORY % OF TOTAL
Summary by Year		
Year 1	249,850	100%
Total	249,850	100%

Summary by Expense

Personnel	135,000	54%
Consultants and Contractors	70,000	28%
Subgrants	0	0%
Other Direct Expenses	28,500	11%
Capital Expenditures	0	0%
Indirect Costs	16,350	7%
Total	249,850	100%



1661 Page Mill Road
Palo Alto, CA 94304
650.213.3000
grantprocessing@moore.org
moore.org

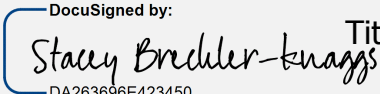
ACH TRANSFER INSTRUCTIONS

Organization Name:	City of Flagstaff
Total Award Amount:	\$249,850
GBMF Award ID #:	12623

For **ACH Transfer** (automated clearing house) (most US-based accounts), please enter the requested information below:

Bank Name:	Wells Fargo
Bank Routing ABA Code:	121-000-248
Address of Bank:	2410 S. Power Road Floor 01 / MAC #S3937-010 Mesa, Arizona 85209
Name on Bank Account:	City of Flagstaff
Bank Account Number:	4159507300
Reference* (optional):	

* Reference examples: principal investigator name, sponsored project number, etc.

Completed By:		Title: Grants, Contracts & Emergency Management Dir.
Name:	Stacey Brechler-Knaggs	Organization: City of Flagstaff
Date:	4/24/2024 9:31 AM PDT	Phone Number: 928-213-2227

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jennifer Caputo, Human Resources Manager
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-15: An ordinance amending the Flagstaff City Code, Chapter 1-14, Personnel System, by amending the Employee Handbook of Regulations, Section 1-50-010 Holiday Leave; providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing an effective date.

STAFF RECOMMENDED ACTION:

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

Executive Summary:

Flagstaff City Council discussed and provided direction to add two new City holidays at their retreat of December 14, 2023. These holidays include Juneteenth, which will be recognized each year on June 19th and Indigenous Peoples' Day, which will be recognized each year on the second Monday in October.

Financial Impact:

The financial impact of adding two new City holidays is \$214,000.

Policy Impact:

The Employee Handbook amendment being considered modifies the language to include the two new City holidays which will be recognized each year on June 19th for Juneteenth and on the second Monday in October for Indigenous Peoples' Day.

Previous Council Decision or Community Discussion:

The Council discussed and gave direction to advance the two new holidays at their retreat on December 14, 2023.

Options and Alternatives to Recommended Action:

Not approve the additional two holidays.

Background and History:

1. Adopt the ordinance.
2. Update the ordinance.
3. Suggest an alternative to the ordinance.

Connection to PBB Priorities and Objectives:

High Performing Governance

Be an inclusive employer of choice

Inclusive and Engaged Community
Facilitate and foster equity, diversity, and inclusivity

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Ord. 2024-15
 Addendum 36

ORDINANCE NO. 2024-15

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 1-50-010 HOLIDAY LEAVE; 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 36 to the Employee Handbook of Regulations (“Handbook”), as follows.

SECTION 2. Amendments to Employee Handbook of Regulations, 1-50-010 Holiday Leave

The Employee Handbook of Regulations, 1-50-010 Holiday Leave, is hereby amended as shown below (additions are underlined, deletions are stricken):

1-50-010. HOLIDAY LEAVE

Benefit Eligible employees are eligible to receive paid time off or compensatory time for City Holidays and a Floating Holiday each calendar year.

A. DEFINITIONS

1. “City Holidays” include the following holidays: New Year’s Day, January 1st; Martin Luther King Day, Third Monday in January; President’s Day, Third Monday in February; Memorial Day, Last Monday in May; JUNETEENTH, JUNE 19TH; Independence Day, July 4th; Labor Day, First Monday in September; INDIGENOUS PEOPLES’ DAY, SECOND MONDAY IN OCTOBER; Veteran’s Day, November 11th; Thanksgiving Day, Fourth Thursday in November; Day After Thanksgiving, Fourth Friday in November; and Christmas Day, December 25th.

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 21st day of May, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ADDENDUM 36 OF THE EMPLOYEE HANDBOOK OF REGULATIONS

ARTICLE 1-50. LEAVE

1-50-010. HOLIDAY LEAVE

Benefit Eligible employees are eligible to receive paid time off or compensatory time for City Holidays and a Floating Holiday each calendar year.

A. DEFINITIONS

1. "City Holidays" include the following holidays: New Year's Day, January 1st; Martin Luther King Day, Third Monday in January; President's Day, Third Monday in February; Memorial Day, Last Monday in May; Juneteenth, June 19th; Independence Day, July 4th; Labor Day, First Monday in September; Indigenous Peoples' Day, Second Monday in October; Veteran's Day, November 11th; Thanksgiving Day, Fourth Thursday in November; Day After Thanksgiving, Fourth Friday in November; and Christmas Day, December 25th.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: David McIntire, Community Investment Director
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration and Adoption: City of Flagstaff Economic Development Strategic Plan 2024-29.

STAFF RECOMMENDED ACTION:

Hear about changes to the plan based on previous Council discussion, ask any additional questions, and approve the plan.

Executive Summary:

The City of Flagstaff's Economic Development Program has retained Stiletto: Make A Point through a Request for Qualifications process in order to have its expertise and assistance in crafting an Economic Development Strategy for the next five years. The draft plan was developed with significant public input and had Council discussion during the April 23, 2024, City Council Work Session. Comments from that discussion and other interested party input have informed changes to the plan which will be discussed in the presentation.

Adoption of the plan will provide the city's staff, and the Economic Development Program in particular, with guidance on specific areas to focus on and sectors of strength. This is intended to ensure a robust and resilient economy.

Financial Impact:

The plan will guide investments of Bed Board and Beverage (BBB) Economic Development funding and may influence investments in partners or other areas of the City. There is no direct financial impact from adoption of the plan.

Policy Impact:

The City of Flagstaff's Economic Development Program has been successfully working from a group of specific focus areas including advanced manufacturing, bio-medical, digital products and others. While the Economic Development Program will work with any business in our community, or interested in Flagstaff's market, these focus areas guide investments and programming. This new strategic plan is intended to provide data driven and community centered updates that will allow us to respond to changes in the economic landscape locally and beyond. The policy impacts may shift in terms of which sectors receive additional focus and guidance in the plan may inform staff of where specific actions and tasks will provide the greatest return on investment. This document, similar to others within the organization, will provide direction on efforts and on ways to measure success.

Previous Council Decision or Community Discussion:

Council provided feedback on the draft plan on April 23, 2024.

Options and Alternatives to Recommended Action:

Council may adopt the plan.

Council may provide additional direction to be included and adopt the plan contingent on those amendments.

Council may ask for changes in the document and for it to come back for further deliberation.

Council may reject the plan and provide direction on alternative methods for receiving direction.

Connection to PBB Priorities and Objectives:

This plan will assist in:

Robust and Resilient Economy - the plan is focused on Economic Development strategies.

High Performing Government - the plan ensures staff are focused on data and community driven focus areas.

Sustainable and Innovative Infrastructure - the plan identifies key infrastructure investments that will enhance economic resilience.

Connection to Regional Plan:

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

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

Goal ED.4 Support efforts to recruit diverse new businesses and industries compatible with the region.

Goal ED.7 Continue to promote and enhance Flagstaff's unique sense of place as an economic development driver.

Connection to Carbon Neutrality Plan:

CR-2 - Strengthen existing community systems to create resilience.

HF-4 - Support innovation in forest health and the wildland sectors.

EP-1 - Accelerate the transformation to a low-carbon economy that minimizes emissions and spurs innovation.

EP-2 - Support the adaptation of local businesses as the climate changes and the economic landscape shifts.

Connection to 10-Year Housing Plan:

This plan acknowledges that a focus on infrastructure, especially on housing supply and affordable housing, is critical.

Create 5: Explore regulatory efficiencies and cost savings practices

Attachments: [ED Strategic Plan 24-29
Presentation](#)



CITY OF
FLAGSTAFF



CHOOSE
FLAGSTAFF

STILETTO

CITY OF FLAGSTAFF

ECONOMIC DEVELOPMENT STRATEGY

2024-29

APRIL 2024



EXECUTIVE SUMMARY

A picturesque, culture-rich past. A welcoming, resilient present. A vibrant, sustainable future.

Flagstaff is one of those special places in North America that has moved wholeheartedly into the future while celebrating its past. Globally known for its beautiful landscapes and lively community, Flagstaff is also recognized for its commitment to protecting its physical and human resources with thoughtful and collaborative planning.

Over the years, this resource management practice has been central in growing and maintaining a vital environmental, economic, and social outlook. This tradition makes Flagstaff both contemporary and conscientious, and the Economic Development Strategy 2024-29 continues in this approach.

This strategy builds on the tourism strengths of Flagstaff, recognizing these assets as an essential foundation for many economic goals. With tourism as a driving force, the primary focus of the current strategy is how to promote diversity and growth in other areas of the economy, to ensure that Flagstaff achieves balanced and sustainable growth.

This strategy will provide essential guidance to regional leaders across industry, government, and educational institutions in planning activities that have strategic economic value for the region. Specifically, the community aspires to the following outcomes:

- **Within the next year:** Become more collaborative, balanced, focused, resilient, forward-thinking, viable, vibrant, and united.
- **Over the next five years:** Develop clarity of purpose and growth to achieve overall stability, with an increased sense of focus and tangible outcomes.
- **Over the next 10 years:** Be vibrant and moving ahead, with improvements, innovations, and a shared identity rooted in growth targets.

Together, these targeted outcomes culminate in an overarching mission and vision for the Flagstaff Economic Development Strategy:

MISSION :

To support and enhance economic growth and well-being for all.

VISION :

The City of Flagstaff has a diverse and resilient economy with a united community that promotes sustainable growth, innovation, and opportunity.

By collaborating in new ways, aligning development strategies with higher education institutions, and bringing together innovation ecosystem and community leaders, Flagstaff will accelerate a long-term sustainable growth agenda for

all. With the economic development priorities of business attraction, business retention and expansion (BR&E), infrastructure development, and workforce development, the strategy presents recommendations across four pillars.

Figure 1: Strategic pillars, City of Flagstaff Economic Development Strategy 2024-29¹



Source: Stiletto Analysis

These pillars incorporate the city’s greatest assets and opportunities. Behind these pillars are five priority sectors, selected after analyzing local industry, business, workforce, and population strengths / trends: astronomy, food processing, forestry products, biomedical / health care, and advanced manufacturing. By focusing on these sectors, the community can maximize its resources to drive growth that will benefit everyone.

As Flagstaff evolves, so does the state, the country, and the globe. Flagstaff must prepare for advances in technology, innovation, and international trade that were not on the radar even 10 years ago. The forces that drive this growth can often be contradictory:

export versus local sustainability, entrepreneurs versus established firms, and historical industries versus emerging technologies.

In this process of evolution, Flagstaff has many advantages - chief among them is its diverse, tight-knit community. The interest and input of relevant groups throughout the planning process is a testament to the community’s culture of thoughtful engagement.

With the community’s ongoing involvement, Flagstaff is poised to move toward a bright, sustainable future.

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M E T H O D O L O G Y

REPORT SCOPE

This report presents an integrated Economic Development Strategy 2024-29 for the City of Flagstaff and its Economic Vitality division. The goal of this strategy is to leverage the City of Flagstaff value proposition, competitive advantages, and strategic initiatives to position the city as an ideal location to live, work, and invest. This anchor strategy is intended to unify the positions of community members, businesses, and other strategic audiences.

Behind the scenes, more than 34,000 data points were collected and reviewed as part of the planning process to identify strengths, capacities, and assets

in the community. Primary research included the following components:

- A survey of the business and residential community, with 490 responses collected; and
- Focus groups with seven interested / relevant groups.

Secondary data included key market trends, impacted sectors, strategy reports, and other substantive information. Analysis of these data has also been considered in the formulation of the report's recommendations.

ABOUT STILETTO

Stiletto: Make a Point (Stiletto Consulting Ltd.) is an economic development, market research, and strategic planning firm that generates meaningful, lasting impacts in the communities and organizations it serves. Working at the intersection of government, industry, and academia, Stiletto develops evidence-based and results-driven strategies that help communities come together to maximize their strengths.

FLAGSTAFF AT A GLANCE

As part of the strategic planning exercise, a variety of data points were gathered and analyzed. Figure 2 provides a summary of key facts.

Figure 2: Key facts overview, City of Flagstaff, 2018-23²

INDICATOR	GEOGRAPHY	DATA	DATE
Population ³	Coconino County	149,647	2022
Population, forecasted (2027) ⁴	Coconino County	153,531	2022
Working age population (ages 15 to 64) ⁵	City of Flagstaff	69,149	2022
Cost of living index ⁶	Flagstaff MSA	107.4	2023
Total new jobs projected (2022-27) (%) ⁷	City of Flagstaff	5.9	2022
Total new jobs projected (2022-27) (#) ⁸	City of Flagstaff	3,127	2022
People working from home (within the area) (%) ⁹	Coconino County	15.7%	2021
Median household income ¹⁰	City of Flagstaff	\$61,026	2023
Unemployment rate (%) ¹¹	City of Flagstaff	4.5%	2023
Percentage of self employed ¹²	City of Flagstaff	6.6%	2022
Total enrollment, Northern Arizona University (NAU) ¹³	All Campuses	28,194	2023 (Fall)
Total enrollment, Coconino Community College (CCC) ¹⁴	All Campuses	2,535	2022 (Fall)
Number of businesses ¹⁵	Flagstaff MSA	3,966	2023
Total GDP ¹⁶	Flagstaff MSA	\$9.1 billion	2022
GDP per capita ^{17,18}	Flagstaff MSA	\$63,031	2022
Average commute time ¹⁹	City of Flagstaff	15.6 minutes	2018-22

Source: Stiletto Analysis

Note: In this figure, "City of Flagstaff" refers to the geographical coverage of a combination of six ZIP codes that best approximate the City of Flagstaff (ZIP codes include: 86001, 86002, 86003, 86004, 86005, 86011). When the "Flagstaff MSA" is referenced, it is due to a) data constraints at the ZIP level or b) consistency as a comparator to other metropolitan statistical areas (MSA).

LEVERAGING STRENGTHS

THE CITY OF FLAGSTAFF VALUE PROPOSITION

No other city has the same combination of natural beauty, proximity to large markets, and economic resilience.

Flagstaff has nearly 6.0 million visitors a year²⁰ and generates over \$930.2 million in GRP earnings from arts, retail, and tourism-related industries.²¹ Just as

importantly, the beauty and opportunity of Flagstaff make it an attractive location for workers and families seeking the ultimate work-life balance.



NATURAL BEAUTY AND OUTDOOR RECREATION OPPORTUNITIES

A popular destination for its dazzling starry nights, fantastic restaurants, and historical attractions, Flagstaff is an ideal home for those seeking the ultimate work-life balance. The city offers four bright seasons with the number of sunny days well over the national average,²² good air quality, and an enviable rating as one of the best places to live in the U.S.²³



PROXIMITY TO LARGE MARKETS (NOTABLY, PHOENIX, LAS VEGAS, CALIFORNIA)

Flagstaff is a hub for transport in Northern Arizona, served by major highways including interstate highways 40 and 17, and U.S. Route 66. Rounding out its infrastructure assets is rail connectivity, including daily Amtrak passenger rail service, the Flagstaff Pulliam Airport, and comprehensive bus routes covering the city and its surroundings.



ECONOMIC RESILIENCE AND OPPORTUNITY

Flagstaff is ranked among the best performing small U.S. cities for economic resilience and opportunity (Milken Institute, 2022).²⁴

OTHER DIFFERENTIATORS

Flagstaff further differentiates itself from other U.S. and Arizona communities with the following strengths:

THRIVING TOURISM SECTOR

Leisure and hospitality is a \$930.2 million industry in Flagstaff, employing more than 11,227 workers and attracting over 9.3 million visits to hotels and restaurants (2022).²⁵ International tourists visit the Grand Canyon National Park, Coconino County National Forest, as well as cultural and educational attractions such as the Museum of Northern Arizona and Lowell Observatory.

A VIBRANT COMMUNITY WITH SMALL- TOWN CHARM

A diversity of ethnicities and languages are found in the city, including substantial Hispanic (14.7%) and Native American (10.3%) populations (2023), with Navajo, Hopi, and Havasupai reservations.²⁶ The city also hosts a large contingent of seasonal residents (close to 18.0% of homes in the city are second homes).²⁷

ATTRACTIVE WORK-LIFE BALANCE

The region has become a destination of choice for people seeking an active, outdoor lifestyle. As Choose Flagstaff recently stated, “While demographics may change over time, Flagstaff continues its small-town traditions, with a diverse community of people who truly love the land. We are known in many ways—as a college town, a ski town, a mountain town, and an outdoor town—all of which attract an interesting mix of people, in both our workforce and our visitors.”²⁸

HIGHLY EDUCATED WORKERS

The city has a population of 93,925 (2022),²⁹ many of them young and highly educated (39.7% have a bachelor’s degree or higher).³⁰ In fact, in the broader region, almost one-quarter (23.6%) of Flagstaff MSA residents possessed a bachelor’s degree in 2022 (2.7% above the national average). With a substantial 17.1 percent of the city’s population aged 20 to 24 versus 6.8 percent nationwide (2022), Flagstaff can solidify future workforce strengths by nurturing its youth through higher education. Home to Northern Arizona University (NAU) and Coconino Community College (CCC), the community benefits from a strong emphasis on STEM (science, technology, engineering, and math), and has been named “America’s First STEM Community.”³¹

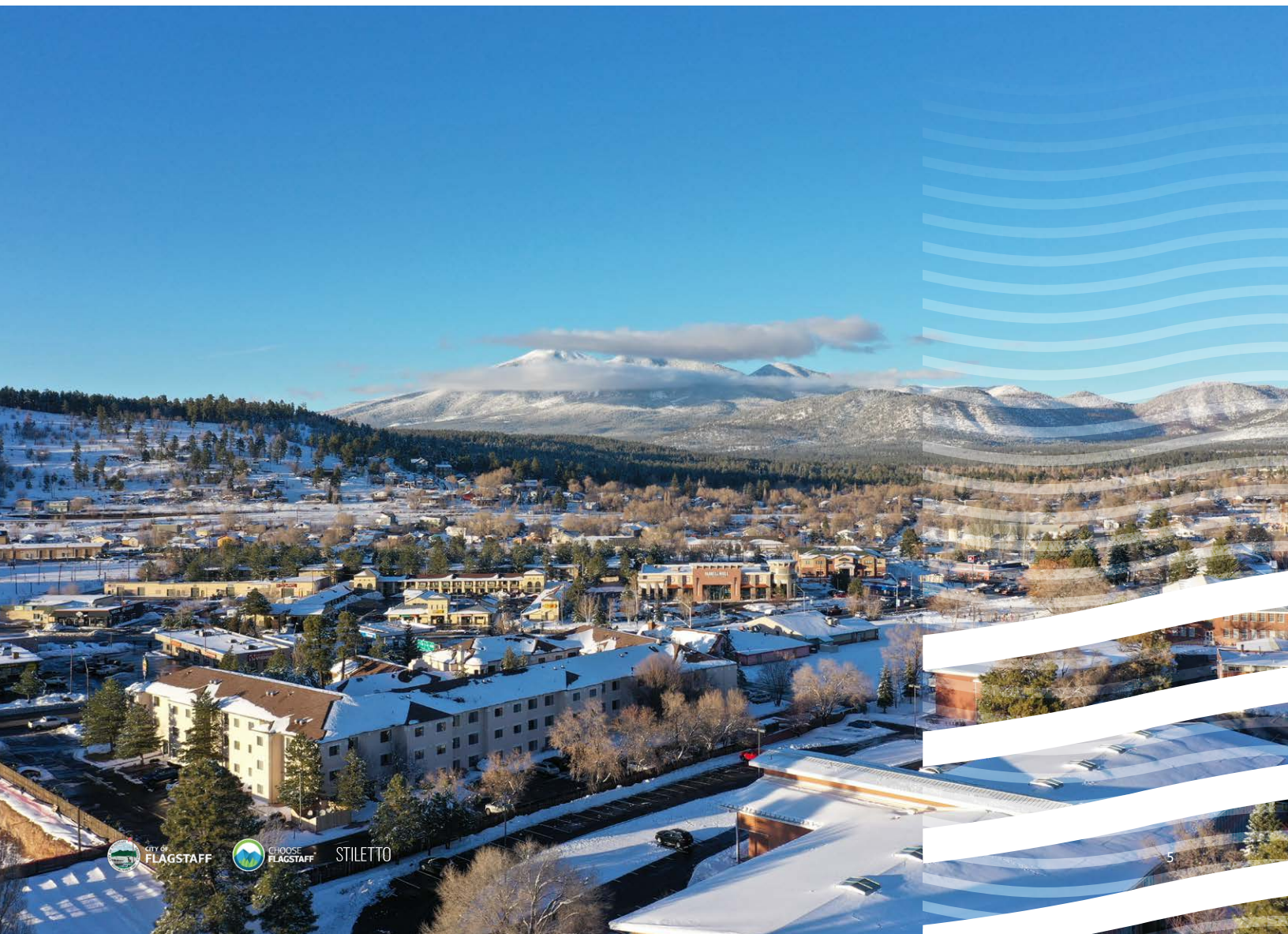
**ENGAGED
ECONOMIC
DEVELOPMENT
ECOSYSTEM**

Flagstaff is home to a strong economic development ecosystem, including entrepreneurship programming, business attraction incentives, and a network of research assets that can be leveraged for innovation and commercialization opportunities. In addition, one-third of businesses surveyed for the strategy indicated they plan to expand in the near future.

**FUTURE-
FOCUSED
PLANNING AND
PRINCIPLES**

The Flagstaff Regional Plan 2030 articulates eight guiding principles for future development that feature the themes of environment and sustainability, people and place, trust and transparency, and connection, cooperation, and prosperity.³²

Source: Stiletto Analysis



T H E N E E D

Flagstaff is a future-forward city that has succeeded by adopting new approaches while preserving its remarkable history and character. The City of Flagstaff Economic Development Strategy 2024-29 recognizes several opportunities and needs that will shape the community's next steps.

Nurturing the environment: Flagstaff recognizes that the health of the environment is essential to all other city goals. An economic strategy must chart a path forward that enhances and protects the region's natural resources.

Ensuring sustainability: Both environmental and economic sustainability are top of mind for the community. A strategy is needed to guide the community in making sound decisions that will have lasting benefits.

Promoting a smart and connected community: Flagstaff strives to be ahead of the curve in its adoption of smart site design and energy conservation and efficiency. Economic development can leverage work in this area to take advantage of government incentives and attract needed new investment. These approaches will also support the city's commitment to environmental sustainability.

Balancing development with unique character: Community character matters and is important in every development project. New development efforts must preserve the strong historical sense of place and promote community cohesion. Plans must consider

the interaction between business needs and public facilities and infrastructure resources.

Cultural sensitivity: Native American tribes and local Indigenous cultures have extensive histories in the region, with countless sacred sites and historical landmarks. Economic planning must engage local tribes in discussion and decision-making to ensure that these communities are full participants in continued growth.

Supporting economic well-being: Flagstaff is eager to address pressing challenges associated with housing costs, transportation, and the high cost of living. Partnerships with anchor businesses and organizations must be continued and expanded to assist the city in attracting high-quality employment opportunities and related economic spin-offs.³³

Leveraging federal funding: Flagstaff is the site of development and research funded by major federal funds, including:

- A \$32.5 million federal grant from the Bipartisan Infrastructure Act supporting the Downtown Mile project to boost pedestrian safety and streamline infrastructure;³⁴
- A \$26 million project with cutting-edge research being conducted through the Center for Quantum Networks³⁵ funded by the National Science Foundation;³⁶ and
- Ongoing R&D expenditures by NAU that drive advancements in a range of fields.³⁷

The Economic Development Strategy 2024-29 needs to leverage these opportunities (and similar future

initiatives) to strengthen priority sectors and build new partnerships.

STRENGTHS, WEAKNESSES, OPPORTUNITIES, AND THREATS (SWOT)

A summary of current strengths, weaknesses, opportunities, and threats (SWOT) has been created (Figure 3) to highlight important aspects to be considered in the City of Flagstaff economic development process. The SWOT analysis is a critical part of the strategy as it illuminates regional vulnerabilities to environmental shocks and guides subsequent economic development initiatives toward enhanced resiliency and sustainability.

SWOT analyses go beyond the purely economic to capture important current trends and issues. For example, many participants in community outreach said that affordable housing and accessible child care were essential to the successful implementation of the strategy. These components, while not directly in the purview of economic development, have an important impact on the community's capacity for growth. Taking a comprehensive view, the SWOT is designed to support decision-makers in assessing current capabilities and navigating future uncertainty.



Figure 3: SWOT, City of Flagstaff, 2024³⁸

STRENGTHS	WEAKNESSES
<ul style="list-style-type: none"> • Large economic development ecosystem: 21 agencies delivering support programs / services³⁹ • Support for innovation and commercialization: Eight research organizations at NAU⁴⁰ • Highly educated workforce: Large percentage of workforce with bachelor’s level education (26.7% of the workforce or 2.7% above the national average)⁴¹ • Youthful population: The largest age cohort is 20 to 24 years (13.9% of the total population)⁴² • Outdoor recreation strengths: Employment share in nature parks and similar institutions is 25 times the national share⁴³ • Workforce strengths: Industries related to health care reveal high employment concentrations in the City of Flagstaff, with strengths in surgical appliances and supplies manufacturing⁴⁴ 	<ul style="list-style-type: none"> • City is built up: Low availability of land and properties for commercial use⁴⁵ • Housing affordability is an issue: Low availability of affordable housing stock⁴⁶ • Historic workforce strengths are changing: Significant employment concentration in Surgical appliance and supplies manufacturing has seen a decline (328 job decrease 2017-22)⁴⁷ • Inconsistent internet availability: Access to high-speed broadband is a challenge in some areas⁴⁸ • Municipal processes as a barrier: Perceived “red tape” / “unpredictable process” by business community regarding city policies⁴⁹
OPPORTUNITIES	THREATS
<ul style="list-style-type: none"> • Great champions: Mayor and Council supportive of economic development⁵⁰ • New infrastructure underway: John Wesley Powell Boulevard expansion corridor servicing 2,200 acres (commercial / residential)⁵¹ • Potential investment attraction: Within emerging industries of priority sectors (astronomy, food processing, forestry products, biomedical / health care, and advanced manufacturing)⁵² • Trade opportunities and guidance available: Export support for expanding businesses⁵³ • Strategic interdepartmental alignment: Integrate and increase coherence amongst economic development, community development, housing, and climate strategies with mutually reinforcing policies and activities⁵⁴ • Existing assessment practices: Develop metrics and goals to support sustained economic growth⁵⁵ • Higher-than-average minimum wage (\$18 / hour) supports the economic security of individuals in minimum wage jobs, promoting talent attraction and retention⁵⁶ 	<ul style="list-style-type: none"> • Affordable housing, inaccessible child care, and cost of living have been identified as key challenges to attraction and retention⁵⁷ • Low awareness of city economic development resources: Survey respondents are unaware of options⁵⁸ • “Resort town” image: Growing concern among ecosystem leaders of city branding and perception amongst potential investors⁵⁹ • Lack of project coordination among key ecosystem players for economic development⁶⁰ • Student incompletions rising: Higher education completions are declining (-25%, 2018-22)⁶¹ • Strong impact of inflation: Comparatively high cost of living (second highest in state of Arizona)⁶² • Higher-than-average minimum wage (\$18 / hour) can put local business owners at a relative disadvantage, as they may struggle to absorb the additional labor costs⁶³

Source: Stiletto Analysis



STILETTO

THE STRATEGIC FRAMEWORK

Responding to identified needs and leveraging assets, the Economic Development Strategy 2024-

29 provides a pathway to sustainable growth and greater economic well-being for everyone in Flagstaff.

Figure 4: City of Flagstaff Economic Development Strategy Framework, 2024-29⁶⁴



Source: Stiletto Analysis

THE STRATEGIC PILLARS

Recommendations are organized into four thematic pillars: **Focus and Positioning, Branding and Awareness, Sustainable Economic Development, and Community Ecosystem Development.**

Supporting these pillars are five priority sectors, selected after analyzing local industry, business, workforce, and population strengths / trends: astronomy, food processing, forestry products, biomedical / health care, and advanced manufacturing.

Within each pillar, recommendations are provided along with specific tactics to support the implementation of the recommendations. These pillars incorporate the city's greatest assets and opportunities.

Figure 5: Pillars and recommendations at a glance, City of Flagstaff Economic Development Strategy 2024-29⁶⁵



Source: Stiletto Analysis

1

PILLAR ONE: FOCUS AND POSITIONING

Focusing on a few priority sectors will help the City of Flagstaff maximize its efforts and impact over the next five years. Priority sectors have been chosen by reviewing areas of strength for the City of Flagstaff. Promoting and enhancing these sectors can help drive business attraction, retention, and expansion in the city, county, and beyond.

Recommendations

1. Identify and Mobilize Priority Sectors

- Five priority sectors have been identified for Flagstaff (astronomy, food processing, forestry products, biomedical / health care, and advanced manufacturing). Based on primary validation and market demand as observed in the first two years of implementation, the sector focus should be narrowed further to three sectors. With clear priority sectors, the city can develop targeted branding and partnership opportunities with the top two to three sectors.
- Conduct benchmark and annual economic and social impact to measure progress, leveraging some of the KPIs identified in the Implementation Considerations section.
- Conduct economic forecasting to understand where economic growth is likely to occur. Use these data to guide the selection of sectors noted above.

2. Explore Adjacent Sectors

- Sectors and industries that are related to existing strengths in the city can be leveraged to identify new opportunities in areas such as green and circular economy convergence and high-tech.

3. Align the Talent Pipeline

- Partner with higher education institutions such as NAU and CCC to align programming, ensuring the appropriate talent pipeline is available for companies.

2

PILLAR TWO: BRANDING AND AWARENESS

Community members, entrepreneurs, and private companies may be unaware of the supports Flagstaff provides to boost businesses. Developing stronger branding and messaging will help businesses to find and use the resources they need. A stronger brand will also shape perceptions about Flagstaff and support business attraction efforts.

Recommendations

1. Brand the City of Flagstaff

- Develop a collective brand and narrative for Flagstaff that unites the community, its partners, residents, and businesses.
- Bring together Community Visioning Session participants for a discussion focused solely on the potential brand and narrative for Flagstaff.
- Embed the narrative into City of Flagstaff materials for internal and external audiences.

2. Communicate the City of Flagstaff Value Proposition

- Promote the City of Flagstaff Value Proposition to internal (within Flagstaff) and external (outside the city) audiences. Include the following core key differentiators:
 1. Natural beauty and outdoor recreation opportunities.
 2. Proximity to large markets (notably, Phoenix, Las Vegas, California).

3. Economic opportunities (ranked among the best-performing small U.S. cities for economic resilience and opportunity by the Milken Institute (2022)).⁶⁶

- Develop a “Doing Business in Flagstaff” guide to support new and existing businesses with helpful information and a directory of the community’s business support resources.

3. Enhance Workforce Partnerships

- Support workforce development partners in increasing awareness of resources through creative advertising and strategic communication partnerships. Consider hosting a “career week” that brings service providers together with jobseekers in digital and in-person settings.
- Focus on targeting upcoming and recent graduates, youth, and young professionals as a retention tactic.

- Promote business opportunities to tribal communities to increase business traffic to Flagstaff as an extension of these communities.

4. Increase Awareness of Sector Strengths and Resources

- Enhance awareness and usability of existing assets in priority sectors.
- Develop product sheets for each of the identified priority sectors. Build materials that focus on the core value proposition of Flagstaff and existing strength in these sectors.
- Promote community wins and historical achievements through creative marketing. For example, consider creating sidewalk art with the top 10 “Did You Know?” economic facts for Flagstaff, and / or hosting business showcase events.

5. Raise Community Awareness of City Policies, Procedures, and Supports

- Finalize the “Business One Stop Shop” (BOSS) navigation platform to enhance communication and predictability for businesses engaging with the City of Flagstaff. Support platform integration with the Community Development website to increase coherence for users and system management.
- Promote services and offerings on the City of Flagstaff website.

- Develop a clear roadmap and checklists for the business expansion and approval process to streamline the process and communicate clear expectations to businesses.
- Conduct annual business surveys to identify needs and align annual economic development workplans to address them.
- Support Planning and Development in advancing the site suitability and code categorization project with the goal of a more transparent and coordinated process that is intuitive for business owners to understand and follow.
- Identify opportunities to address issues for increased business efficiency, ease of use, and continuous improvement.
- Undertake communication activities to increase awareness amongst the business community of relevant processes and resources.
- Continue to ensure criteria and objectives of business incentivization and other economic development programming are aligned with priority sectors and relevant City policies.

3

PILLAR THREE: SUSTAINABLE ECONOMIC DEVELOPMENT

Flagstaff is a standout for its natural wonders and outdoor recreation. To protect this value proposition while also promoting economic growth, the City will want to establish criteria that balance these values.

This pillar will also be supported by recommendations in the Focus and Positioning pillar related to green and circular economy convergence and high-tech industries.

Recommendations

- 1. Define What Sustainable Economic Development Means to Flagstaff**
 - One example could be, “Balancing current and future needs in the use and preservation of natural resources, investment, technology, and people.”
- 2. Establish Sustainable Economic Development Metrics That Support Municipal Climate Action Targets**
 - Adopt baseline, short-term, and long-term targets for sustainable economic development to make it easier for businesses to align with the expectations and opportunities of the city.
- 3. Attract and Expand Businesses That Align With City Criteria for Sustainable Development**
 - Build a campaign to increase Flagstaff BR&E.
 - Identify a target list of 10 to 20 high-tech companies with low environmental impact and high wages for potential expansion to Flagstaff. Begin with companies in the California and Phoenix markets.
 - Target companies in California that could establish satellite offices in Flagstaff. Identify the top two- to six-level North American Industry Classification Codes (NAICS) as a target list to assist with investment and company attraction efforts in the priority sectors.
 - Target companies in the Phoenix area for potential expansion to Flagstaff. Identify the top two- to six-level North American Industry Classification Codes (NAICS) as a target list to assist with investment and company attraction efforts in the priority sectors.

- Conduct a scan of other potential target geographical locations and sectors based on the proposed priority sectors.
- Research the profile of companies and individuals seeking outdoor recreation environments to live and work. Develop a target list of companies by NAICS codes and individuals that may be interested in expansion and / or relocation to Flagstaff.
- Establish business attraction criteria (e.g., energy and water efficiency, low environmental impact, high wages, and real estate requirements) to identify businesses that complement strengths, capacities, and priorities of Flagstaff.
- Explore opportunities to attract motion picture and video production and creative industries to Flagstaff.

4. Identify Opportunities for Infrastructure Expansion

- Promote land parcels identified in the Land Availability and Suitability Study / Code Analysis Project⁶⁷ with five, 10, 20, 30, 40, and 50 acres of land for potential development.

5. Enhance Business Supports That Promote Sustainable Economic Development

- Develop and launch a 12-week outdoor recreation accelerator program with community partners. Recruit companies that create recreation services and products from within Flagstaff and throughout the state and the U.S.
- Develop and launch a 12-week creative industries (e.g., film, music) accelerator program with community partners. Recruit companies from within Flagstaff and throughout the state and the U.S.
- Collaborate with partners to integrate new talent into the regional workforce. Consider hosting networking and talent matchmaking events as well as offering spousal employment and integration support services.

4

PILLAR FOUR: COMMUNITY ECOSYSTEM DEVELOPMENT

Flagstaff has identified several important areas of focus to strengthen infrastructure and networks in the community. This pillar recognizes and supports these efforts, particularly in the area of building and maintaining strong relationships. These relationships will allow Flagstaff to act as a convener for economic development activities, connecting people and organizations with the resources they need to succeed. This approach will also strengthen the overall ability of Flagstaff to address challenges related to planning, infrastructure, and related policies, resulting in a more coordinated, coherent, and connected community.

Recommendations

1. Pursue Funding to Address Infrastructure Challenges

- Identify potential funding programs that may be available at state and federal levels to support private sector development incentives that can increase affordable housing options in the city.
- Identify and pursue funding to enhance broadband connectivity throughout Flagstaff and in areas of need.
- Pursue the development of a community-based performing arts center to continue to build on the arts and culture and creative industry potential for the city, the surrounding county, and throughout Northern Arizona.

2. Strengthen Community Partnerships

- Create greater connections between Flagstaff, NAU, and CCC. Identify high-profile collaborative projects that can be pursued to support long-term regional growth and prosperity and overall workforce development capacity building.

3. Formalize Relationships With Business Support Organizations

- Establish an ongoing Business Support Steering Committee to develop and share corporate knowledge of each organization. Aim for eight to 12 members from target local organizations (e.g., Moonshot, Chamber

of Commerce, NAU, ECONA, SBDC, City of Flagstaff Economic Development, Creative Flagstaff, Coconino Workforce Development Board, Downtown Flagstaff, and Coconino County Economic Development).

- Develop a charter for the Business Support Steering Committee to establish individual and shared targets, approaches, and measurements.

- Explore opportunities to convene other economic organizations / groups through similar steering committee models for related topics such as workforce development, poverty reduction, and access to health care and child care.



THE SECTORS

BUILDING ON SECTOR STRENGTHS

The City of Flagstaff recognizes the need to focus and advance its economy with evidence-backed priority sectors. Positioning, messaging, and educational and program development for these sectors can help drive business attraction and retention in the city, county, and beyond.

Focusing on a select group of sectors for development allows communities to concentrate their resources and maximize results. This approach also helps communities build a strong identity among external investors who begin to see the city as a place of opportunity in specific fields.

Five Priority Sectors

Recognizing the city's strongest assets and opportunities, and considering emerging economic trends, five sectors have been selected: astronomy, food processing, forestry products, biomedical / health care, and advanced manufacturing.

Figure 6 provides an overview of how strategy inputs will leverage strengths, priority sectors, and community assets to generate lasting economic impact.

Foundational Sector: Tourism

For Flagstaff, tourism has been identified as a foundational sector that supports the development of other sectors. For the purpose of this strategy, a summary of the tourism strengths is included in this section. The City's Discover Flagstaff team oversees a robust set of data-driven strategies and actions, as noted in its most recent annual report.⁶⁸



Figure 6: Sector strengths snapshot, Flagstaff Economic Development Strategy 2024-29⁶⁹

	EDUCATION	WORKFORCE ⁷⁰	LOCAL ASSETS
Astronomy	<ul style="list-style-type: none"> Seven programs at NAU supporting training and development in astronomy, including specializations in astrobiology, astrochemistry and planetary science⁷¹ 116 student completions in physical sciences at NAU (2022-23)⁷² Students who study at NAU have access to the Lowell Observatory to utilize as a research tool⁷³ 	<ul style="list-style-type: none"> 178 jobs in astronomy related NAICS codes in 2022, representing a 14.2% increase from 156 jobs in 2017. High employment concentration in Radio broadcasting station (2.0) 	<ul style="list-style-type: none"> Lowell Observatory⁷⁴ U.S. Naval Observatory Flagstaff Station (NOFS)⁷⁵ Clear, dark skies⁷⁶
Food Processing	<ul style="list-style-type: none"> 14 programs at NAU supporting training and development in food processing, including various foundational science fields such as biology and chemistry, as well nutrition, and brewing and fermentation programs⁷⁷ 	<ul style="list-style-type: none"> 371 jobs in food processing related NAICS codes in 2022, representing a 3.3% increase from 359 in 2017. High employment concentrations in Dog and cat food manufacturing (30.1) and Seafood product preparation and packaging (4.0) 	<ul style="list-style-type: none"> Major companies such as Nestlé Purina PetCare⁷⁸ and Joy Cone Co.⁷⁹ Northern Arizona Manufacturing Partnership⁸⁰ Flagstaff is home to eight craft breweries (2023)⁸¹
Forestry Products	<ul style="list-style-type: none"> 49 programs at NAU supporting training and development in forestry products, including specializations in forestry science, forest health, and management⁸² Six programs at CCC relevant to forestry products, including certificates in fire science wildfire suppression, and sustainable green building⁸³ 254 student completions in 2021-22 in the natural resources and conservation program at NAU⁸⁴ 	<ul style="list-style-type: none"> 136 jobs in forestry products related NAICS codes in 2022, representing a 15.1% decrease from 156 in 2017. High employment concentrations in Environment, conservation and wildlife organizations (2.8), Environmental consulting services (2.3), and Support activities for forestry (1.5) 	<ul style="list-style-type: none"> Ecological Restoration Institute at NAU⁸⁵ Center for Adaptable Western Landscapes at NAU⁸⁶

Figure 6: Sector strengths snapshot, Flagstaff Economic Development Strategy 2024-29 (cont'd)

	EDUCATION	WORKFORCE ⁷⁰	LOCAL ASSETS
Biomedical / Health Care	<ul style="list-style-type: none"> 35 programs offered at NAU with focus and specializations in areas such as athletic training, autism spectrum disorders, biomedical science, and nursing⁸⁷ 11 certificates and workforce degrees offered at CCC, including early childhood education, medical office management, nursing, and paramedicine⁸⁸ At NAU, health professions and related programs had a significant completion rate, with 1,287 students finishing the program in 2021-22 (15.9% of total completions)⁸⁹ At CCC, health professions and related programs had 183 completions, accounting for 26.1% of the overall completions⁹⁰ 	<ul style="list-style-type: none"> 8,094 jobs in health care related NAICS codes in 2022, representing an 8.5% decrease from 8,848 in 2022. High employment concentrations in Surgical and medical instrument manufacturing (4.5), General medical and surgical hospitals (2.4), and Offices of mental health practitioners (except physicians) (2.1) 	<ul style="list-style-type: none"> The Pathogen and Microbiome Institute at NAU⁹¹ Center for Health Equity Research at NAU⁹² Northern Arizona Healthcare (NAH) has plans to build a new hospital and to develop a “health and wellness village” in Flagstaff⁹³
Advanced Manufacturing	<ul style="list-style-type: none"> 15 programs in advanced manufacturing are offered at NAU, ranging from mechanical engineering to manufacturing technology⁹⁴ Four programs at CCC relevant to advanced manufacturing including construction technology and automotive technology⁹⁵ NAU is home to the Engineering Fabrication Lab (machine shop) used as an instruction and research facility⁹⁶ 	<ul style="list-style-type: none"> 3,078 jobs in manufacturing related NAICS codes in 2022, representing an 11.7% decrease from 3,485 in 2022. High employment concentrations in Surgical appliance and supplies manufacturing (45.9), Dog and cat food manufacturing (30.1) and Breweries (6.6) 	<ul style="list-style-type: none"> Center for Materials Interfaces in Research Applications at NAU⁹⁷ The Northern Arizona Manufacturing Partnership (NAMP), an initiative led by the Greater Flagstaff Chamber of Commerce, focuses on policy advocacy for the manufacturing industry to strengthen the local economy and workforce⁹⁸ Planning and development of a 32-acre manufacturing and research hub near Flagstaff Pulliam Airport is underway⁹⁹

Source: Stiletto Analysis

PRIORITY SECTORS IN THE FUTURE

Depending on the focus on sustainability or next-generation information and communications (ICT) innovations, various industries can be further

developed. Figure 7 provides an overview of how sectors can leverage emerging trends to enhance their growth.

Figure 7: Past, present, and future sectors continuum analysis, City of Flagstaff, 2024¹⁰⁰

PAST	PRESENT	FUTURE (+GREEN ECONOMY / CIRCULAR ECONOMY)	NEXT GENERATION (+ICT)
Astronomy	Astronomy	<ul style="list-style-type: none"> • Dark skies • “Astronomers for Planet Earth” – center of education for climate change 	<ul style="list-style-type: none"> • Space • Optics / lasers / fiber • Imaging and sensing • Artificial intelligence and robotics
Agriculture / animal husbandry	Food processing	<ul style="list-style-type: none"> • Craft brewing • Local food 	<ul style="list-style-type: none"> • Beer 4.0 • Ecommerce
Logging / timber / forestry	Forestry products	<ul style="list-style-type: none"> • Forestry restoration and management 	<ul style="list-style-type: none"> • Precision forestry management • Big data / predicting modeling / management software • Drones and remote sensing • Biomass
Health care	Biomedical / health care	<ul style="list-style-type: none"> • Life sciences and biosciences 	<ul style="list-style-type: none"> • Medical 3D printing and bioprinting • Artificial intelligence and robotics • AR and VR • Wearables • Connected devices (internet of things) / “internet of medical things”
Manufacturing	Advanced manufacturing	<ul style="list-style-type: none"> • Sustainable practices in manufacturing 	<ul style="list-style-type: none"> • Additive / advanced manufacturing • Industrial Internet of Things

Source: Stiletto Analysis

SECTOR SNAPSHOTS

Astronomy

With its unique environmental assets and a growing workforce and business community in information technology, Flagstaff has an opportunity to establish itself as a leader in the astronomy sector. This sector was strategically chosen based on its overall alignment with tourism strengths and sustainability-related goals. Astronomy offers growth opportunities with low environmental impact and high-wage job creation potential. Figure 8 provides an overview of sector assets.



Figure 8: Astronomy sector data highlights, City of Flagstaff, various dates¹⁰¹



A history of cutting edge RESEARCH

at the Lowell Observatory in Flagstaff which was named one of the “World’s 100 Most Important Places”

Industry-leading astronomy organizations

such as Lowell Observatory and the US Naval Observatory

14.2% GROWTH

in astronomy-related occupations in Flagstaff from 2017-22

7 PROGRAMS

supporting training and development in astronomy at Northern Arizona University, including specializations in astrology, astrochemistry, astronomy, and planetary science



\$27.3 MILLION

in physical sciences research expenditures from 2017-21 at Northern Arizona University

99 JOB POSTINGS

in Flagstaff in astronomy and related industries between December 2022 and December 2023

Source: Stiletto Analysis

Sector strengths to build on

- **Clear, dark skies:** Flagstaff was recognized in 2001 by the International Dark-Sky Association (IDA) as the world's first International Dark Sky City, making it an ideal location for stargazing and astronomical research.^{102, 103}
- **Industry-leading organizations:** The Lowell Observatory (named one of the World's Most Important Places) and the U.S. Naval Observatory provide leading-edge facilities.
- **Institutions:** NAU and CCC contribute to a well-educated workforce and ongoing research that is particularly beneficial for cutting-edge fields like bioscience and astronomy.
- **Collaborations:** Academia-industry partnerships foster innovation and attract talent that is essential for bioscience, astronomy, environmental technologies, and advanced manufacturing.

Proposed emerging industries

Within astronomy, several newer industries can be explored to expand economic growth within Flagstaff.

These industries have been selected for their future

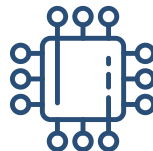
market potential, emerging trends, and alignment with needs and priorities:



Dark skies /
astrotourism



Space



Optics / lasers /
fiber



Imaging and
sensing



Artificial
intelligence and
robotics

Food Processing

Flagstaff is home to major food processing businesses in Dog and cat food manufacturing and Cookie and cracker manufacturing. These businesses support hundreds of jobs and provide a solid foundation for further development. Benefiting from the strategic location between major urban markets and from the high-quality transportation and logistics infrastructure in the city, this sector is poised for further development. Growth in this area could support enhanced affordability and food security solutions, contributing to overall economic resilience.

Figure 9 provides an overview of sector assets.



Figure 9: Food processing sector data highlights, City of Flagstaff, various dates¹⁰⁴



23.8%
**IN RESEARCH
EXPENDITURES**

from the U.S. Department of Agriculture totaling \$18.7 million from 2017-21 at Northern Arizona University

14 PROGRAMS

supporting training and development in food processing at Northern Arizona University, including specializations in brewing and fermentation, nutrition, biology, and chemistry

32 JOB POSTINGS

in Flagstaff in food processing and related industries between December 2022 and December 2023

**\$256.8
MILLION**

in total sales in food processing industries in Flagstaff (2022)

**\$96.9
MILLION**

in GRP in food processing industries in Flagstaff (2022)

**371
WORKFORCE**

in food processing industries in Flagstaff in 2022 in businesses such as Nestlé Purina PetCare and Joy Cone

Source: Stiletto Analysis

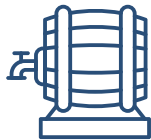
Sector strengths to build on

- **Projected job growth:** Food-related occupations are expected to grow by 13.0 percent in Flagstaff by 2027.¹⁰⁵
- **Workforce growth:** The snack and beverage industry experienced the largest workforce growth in Flagstaff from 2017-22, at +355.7 percent.¹⁰⁶
- **Valuable research infrastructure and funding:** Almost a quarter of NAU research expenditures were from the U.S. Department of Agriculture 2017-21.¹⁰⁷

Proposed emerging industries

Within food processing, several emerging industries can be explored to expand future economic growth within Flagstaff. These emerging industries have been

selected for their market potential, emerging trends, and alignment with needs and priorities:



Craft brewing



Local / sustainable food



Beer 4.0



ECommerce

Forestry Products

The forestry products sector accounts for 40.0 percent of research organizations in Flagstaff, indicating potential untapped commercialization and employment opportunities for Flagstaff in this sector. With future opportunities in forest health and restoration, building on this sector also aligns with overall sustainability goals and contributes to community health and environmental resilience. Figure 10 provides an overview of sector assets.



Figure 10: Forestry products sector data highlights, City of Flagstaff, various dates¹⁰⁸

4 RESEARCH CENTERS



at Northern Arizona University supporting forestry products research and innovation, including the Center for Ecosystem Science and Society, Ecological Restoration Institute, and Center for Adaptable Western Landscapes

55 PROGRAMS

supporting training and development in forestry products at Northern Arizona University and Coconino Community College, including specializations in forestry science, forest health, and management

109 JOB POSTINGS

in Flagstaff in forestry products and related industries between December 2022 and December 2023

\$15.8 MILLION

in total sales in forestry products industries in Flagstaff (2022)

\$36.3 MILLION

in geosciences, atmospheric sciences, and ocean sciences research expenditures from 2017-21 at Northern Arizona University

136 WORKFORCE

in forestry product industries in Flagstaff in 2022 in businesses such as U.S. Forest Service and Markit! Forestry Management

Source: Stiletto Analysis

Sector strengths to build on

- **Strong education pipeline:** Programs at NAU and CCC support a range of related careers in forestry products. Graduates from these programs can contribute to growth in the sector's workforce.
- **Research funding:** NAU recorded \$36.3 million in research expenditures in 2017-21.¹⁰⁹
- **Innovation and commercialization opportunities:** With research centers in a range of related fields, Flagstaff is well-positioned to drive advancements.

Proposed emerging industries

Within forestry products, several emerging industries can be explored to expand economic growth within Flagstaff. These emerging industries have been

selected for their market potential, emerging trends, and alignment with needs and priorities:



Forestry restoration and management
(falls under ecological land restoration)



Precision forestry management



Big data / predicting modeling / management software



Drones and remote sensing



Biomass (wood pellets)

Biomedical / Health Care

Biomedical / health care is one of the strongest sectors for Flagstaff and demonstrates considerable potential for growth and diversification. This sector was strategically chosen for its potential to address regional infrastructure needs, create high-wage job opportunities, and contribute to overall community and economic resilience objectives. Figure 11 provides an overview of sector assets.



Figure 11: Biomedical / health care sector data highlights, various dates¹¹⁰

4 RESEARCH CENTERS



at Northern Arizona University focused on health research and innovation, including the Center for Health Equity Research and the Pathogen and Microbiome Institute

46 PROGRAMS

supporting training and development in health and life sciences at Northern Arizona University and Coconino Community College, including specializations in public health, medical and health sciences, nursing, and paramedicine

2,229 JOB POSTINGS

in Flagstaff in health and life sciences industries between December 2022 and December 2023

THE 2ND LARGEST INDUSTRY CLUSTER

in Flagstaff is medical devices, which employs over 1,500 people

\$180.4 MILLION

in life sciences research expenditures between 2017-21 at Northern Arizona University

8,094 WORKFORCE

in health and life sciences industries in Flagstaff in 2022 in businesses such as the Flagstaff Medical Center and Northern Arizona Home Healthcare

Source: Stiletto Analysis

Sector strengths to build on

- **Strong talent pipeline:** Health professions and related programs at NAU had a significant completion rate, with 1,287 students finishing the program in 2012-22 (15.9% of the total).¹¹¹
- **Well-aligned program offerings:** CCC offers programs in several health fields, including nursing assistant / aide, patient care assistant / aide, and registered nursing / registered nurse.¹¹²
- **Demonstrated research investment:** Life sciences accounted for 61.9 percent of NAU research expenditures (2017-21).¹¹³
- **A growing network of expertise:** Centers conducting health-related research include the Center for Health Equity Research (CHER), which is working to end health disparities regionally, nationally, and internationally, and the Pathogen and Microbiome Institute, which focuses on understanding pathogens that affect humans and wildlife.^{114, 115}

Proposed emerging industries

Within biomedical / health care, several emerging industries can be explored to expand economic growth within Flagstaff. These emerging industries

have been selected for their market potential, emerging trends, and alignment with needs and priorities:



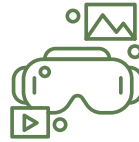
Life sciences and biosciences



Medical 3D printing and bioprinting



Artificial intelligence and robotics



AR and VR



Wearables



Connected devices (Internet of Things) / Internet of Medical Things

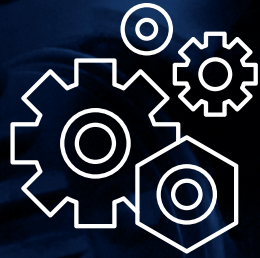
Advanced Manufacturing

The advanced manufacturing sector is well established in Flagstaff, with strong concentrations of workers in Surgical and appliance supplies manufacturing, Food and medical manufacturing, and Surgical and medical instrument manufacturing. The sector benefits from the strategic location between major urban markets, quality transportation, and logistics infrastructure, as well as a skilled workforce – all of which can support sector growth and diversification in the city. Figure 12 provides an overview of sector assets.



Figure 12: Manufacturing sector data highlights, various dates¹⁶

**FLAGSTAFF IS
14X MORE
SPECIALIZED**



in biomedical manufacturing than any other city in the United States

19 PROGRAMS

supporting training and development in manufacturing at Northern Arizona University and Coconino Community College, including specializations in mechanical engineering, mechatronics and robotics engineering, and construction technology

618 JOB POSTINGS

in Flagstaff in manufacturing and related industries between December 2022 and December 2023

**THE 5TH LARGEST
INDUSTRY CLUSTER**

in Flagstaff is manufacturing, which employs over 600 people

**\$33.8
MILLION**

in engineering and computer and information science research expenditures between 2017-21 at Northern Arizona University

**3,078
WORKFORCE**

in manufacturing industries in Flagstaff in 2022 in businesses such as Nestlé Purina PetCare, W.L. Gore and Associates, and Novakinetics AeroSystems

Source: Stiletto Analysis

Sector strengths to build on

- **Flagstaff is home to major manufacturers:** Main employers in advanced manufacturing in Flagstaff include Nestlé Purina Petcare, W. L. Gore and Associates, and Novakinetics Aerosystems.¹¹⁷
- **Forthcoming innovation hub:** The planning and development of a 32-acre manufacturing and research hub near Flagstaff Pulliam Airport is underway in Flagstaff, reflecting the city's commitment to the advanced manufacturing sector.¹¹⁸
- **Highly specialized expertise and infrastructure:** Flagstaff is 14 times more specialized in biomedical manufacturing than any other city in the U.S.
- **Educational alignment:** 19 programs support training and development in advanced manufacturing at NAU and CCC, including specializations in mechanical engineering, mechatronics and robotics engineering, and construction technology.^{119,120}
- **Industry collaboration and advocacy:** The Northern Arizona Manufacturing Partnership (NAMP), an initiative led by the Greater Flagstaff Chamber of Commerce, focuses on policy advocacy for the advanced manufacturing industry to strengthen the local economy and workforce. NAMP actively encourages youth engagement to build a skilled labor pool for advanced manufacturing.¹²¹

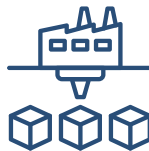
Proposed emerging industries

Within advanced manufacturing, several emerging industries can be explored to expand economic growth within Flagstaff. These emerging industries have been

selected for their market potential, emerging trends, and alignment with needs and priorities:



Sustainable manufacturing
(green technology and sustainability)



Additive manufacturing



Industrial Internet of Things

Tourism

Although not a priority sector in the economic development strategy, tourism acts as a foundational sector that provides broad support for the economic development strategy. In Flagstaff, tourism is a core activity that allows the city to punch above its weight in general awareness and brand equity. With incomparable natural attractions and strong business and workforce assets, Flagstaff can continue to leverage its tourism strengths to support other sectors.



Figure 13: Tourism sector data highlights, City of Flagstaff, various dates¹²²

NUMEROUS ORGANIZATIONS

in Flagstaff supporting tourism, and attraction to the region, including Discover Flagstaff, the Greater Flagstaff Chamber of Commerce, and the Flagstaff Downtown Business Alliance



18 PROGRAMS

supporting training and development in tourism at Northern Arizona University and Coconino Community College, including specializations in hospitality management, hotel and restaurant services, and tourism and leisure planning

1,232 JOB POSTINGS

in Flagstaff in tourism and related industries between December 2022 and December 2023

9.3 MILLION VISITS

to hotels and restaurants in Flagstaff in 2022

\$930.2 MILLION

in GRP earnings in 2022 from retail trade, arts, entertainment and recreation, and accommodation and food services in Flagstaff

11,227 WORKFORCE

in tourism-related industries (arts, entertainment and recreation, and accommodation and food services) in Flagstaff in 2022

Source: Stiletto Analysis

Sector strengths to build on

- **Share of employment:** the share of employment in Nature parks and similar institutions was over 25 times the national share, and employment in Tour operators was 17.60 times the national share. Employment in Musical groups and artists was 6.71 times the national share, while employment in Breweries and Museums were both over 6.50 times the national average in 2022. These strengths will ensure that Flagstaff continues to attract and impress visitors, many of whom may become residents
- **Visit. Discover. Grow campaign:** Many of the city's entrepreneurs and business leaders first encountered Flagstaff as visitors and were so impressed by the natural beauty and culture of the city that they decided to move their operations here. The city has leveraged this tourism-to-business-attraction pathway in its Visit. Discover. Grow. campaign.

Proposed Emerging Industries

Tourism is included as a foundational sector in this overall economic development plan due to the performance of the tourism sector in the City of Flagstaff. Discover Flagstaff has already developed

a comprehensive approach to tourism,¹²³ but we note several emerging areas within the sector that could spur opportunities in a creative industries positioning:



Eco-tourism



Restaurants and accommodations



Retail



Outdoor recreation



Music and film

IMPLEMENTATION CONSIDERATIONS

KEYS TO SUCCESS

In building community economic strategies, it is important to go beyond assessing opportunities with workforce development, business support services, and the potential for business attraction and retention. Flagstaff must also consider “the how,” and what enablers are needed to support the overall economic development strategy. In doing so, the city ensures it has the right guiding strategy and access to the

necessary implementation tools to support long-term, sustainable impact and results. As Figure 14 illustrates, these components include infrastructure elements, such as transportation, housing, and broadband, which support industry and workforce attraction and retention, and mobilization components that relate to the leadership team’s work in implementing the strategy and tracking progress over time.

Figure 14: Keys to successful implementation of economic development strategies¹²⁴

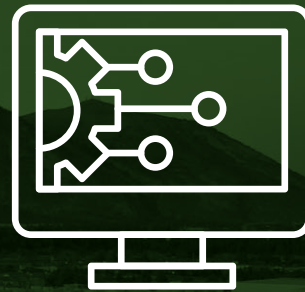


INFRASTRUCTURE

TRANSPORTATION

HOUSING

BROADBAND



MOBILIZATION

DATA COLLECTION AND
METRICS SYSTEMS

ACTION PLAN

Source: Stiletto Analysis

Measuring Impact

Tracking progress and evaluating success is essential to building and maintaining strategy momentum.

The use of key performance indicators (KPIs) can help quantify the impact of strategic actions. KPIs can

also be used to identify and respond to areas where additional adjustments are needed. Figure 15 provides example KPIs for each recommendation.

Figure 15: Pillars, recommendations, and example KPIs, Flagstaff Economic Development Strategy 2024-29¹²⁵

RECOMMENDATION	EXAMPLE KPIs
Pillar One: Focus and Positioning	
1. Identify and Mobilize Priority Sectors	<ul style="list-style-type: none"> • Number of businesses attracted in priority sectors • Number of businesses expanded in priority sectors • Dollars of investment in priority sectors • GDP generated by priority sectors • Employment in priority sectors • Sales tax revenue
2. Explore Adjacent Sectors	<ul style="list-style-type: none"> • Adjacent sectors selected • Number of businesses attracted in adjacent sectors • Number of businesses expanded in adjacent sectors • Dollars of investment in adjacent sectors • GDP generated by adjacent sectors • Employment in adjacent sectors
3. Align the Talent Pipeline	<ul style="list-style-type: none"> • Collaboration with educational institutions established to discuss / review alignment
Pillar Two: Branding and Awareness	
1. Brand the City of Flagstaff	<ul style="list-style-type: none"> • Brand developed and communicated • Brand recognition in community (mentions of brand language on social media, in media coverage, and other communication channels)
2. Communicate the City of Flagstaff Value Proposition	<ul style="list-style-type: none"> • Value proposition articulated and shared • Qualitative feedback on proposition from businesses and community
3. Enhance Workforce Partnerships	<ul style="list-style-type: none"> • Number of partnerships developed • Number of shared initiatives / collaborative projects
4. Increase Awareness of Sector Strengths and Resources	<ul style="list-style-type: none"> • Product sheets developed for priority sectors • Events hosted to showcase downtown businesses • Traffic to Economic Development website and uptake of resources there • Attendance at events
5. Raise Community Awareness of City Policies, Procedures, and Supports	<ul style="list-style-type: none"> • Launch of full BOSS navigation platform • Services and offerings promoted on City website • Roadmap and checklists posted on website • Annual business survey conducted (number of responses) • Communications for site suitability and code categorization created

Figure 15: Pillars, recommendations, and example KPIs, Flagstaff Economic Development Strategy 2024-29 (cont'd)

RECOMMENDATION	EXAMPLE KPIs
Pillar Three: Sustainable Economic Development	
1. Define What Sustainable Economic Development Means to Flagstaff	<ul style="list-style-type: none"> • Definition developed and communicated
2. Establish Metrics for Sustainable Economic Development to Support Municipal Climate Action Targets	<ul style="list-style-type: none"> • Benchmarks for sustainable economic development targets launched
3. Attract and Expand Businesses That Align With City Criteria for Sustainable Development	<ul style="list-style-type: none"> • Launch of campaign to increase BR&E • Number of companies targeted in California for expansion to Flagstaff • Number of companies in the Phoenix area targeted for potential expansion to Flagstaff • Identification of other target geographical locations and sectors • Target list of outdoor recreation companies developed • Business attraction criteria developed
4. Identify Opportunities for Infrastructure Expansion	<ul style="list-style-type: none"> • Number of opportunities identified • Amount of funding obtained for projects
5. Enhance Business Supports That Promote Sustainable Economic Development	<ul style="list-style-type: none"> • Qualitative / quantitative feedback from community about business supports • Increase in usage of business supports
Pillar Four: Community Ecosystem Development	
1. Pursue Funding to Address Infrastructure Challenges	<ul style="list-style-type: none"> • Number of opportunities identified • Number of proposals submitted • Number of opportunities secured • Amount of funding secured
2. Strengthen Community Partnerships	<ul style="list-style-type: none"> • Number of initiatives to strengthen partnerships • Qualitative feedback from community partners
3. Formalize Relationships With Business Support Organizations	<ul style="list-style-type: none"> • Working group or relationship established

Source: Stiletto Analysis

Ensuring Risk Is Assessed and Mitigated

As Flagstaff begins to implement the Economic Development Strategy, it will want to assess and plan for several important risks identified in the research and through engagement with relevant groups (Figure 16).

Figure 16: Risks and mitigations, Flagstaff Economic Development Strategy 2024-29¹²⁶

RISK	MITIGATION
Lack of awareness / uptake of economic development resources leads to lack of engagement of businesses in attraction / expansion activities	Broad communication of services and how they can be used
Perception of the town as a “resort-only” city leads to underdevelopment of other sectors	Identify priority sectors and continue to focus resources and attention on these areas
Decline in higher education completions leads to shrinking talent pipeline	Partner with NAU, CCC, and industry partners to align programs with workforce needs
High cost of living leads to outmigration	Develop policies and incentives that support affordable housing and the creation of high quality jobs
Comparatively lower economic development staff resources leads to difficulties implementing recommendations in this plan	Identify budget and / or funding to hire project-based economic development staff (one to two FTE positions)
Lack of accessibility to child care leads to outmigration	Develop policies and incentives that support access to child care, and support employers in anticipating child care needs of employees and identifying resources

Source: Stiletto Analysis

IMPLEMENTATION ROADMAP

Figure 17 provides an overview of the recommendations and target timelines for the

Economic Vitality Division to implement and measure impacts over the next two decades.

Figure 17: Pillars, recommendations, and timelines for measuring impacts, Flagstaff Economic Development Strategy 2024-29¹²⁷

PILLAR	RECOMMENDATION	TODAY	YEAR 1	YEAR 2	YEAR 5	YEAR 10	YEAR 20
Pillar One: Focus and Positioning	1. Identify and Mobilize Priority Sectors		✓	✓	✓	✓	✓
	2. Explore Adjacent Sectors			✓	✓	✓	✓
	3. Align the Talent Pipeline		✓	✓	✓	✓	✓
Pillar Two: Branding and Awareness	1. Brand the City of Flagstaff		✓	✓	✓	✓	✓
	2. Communicate the City of Flagstaff Value Proposition		✓	✓	✓	✓	✓
	3. Enhance Workforce Partnerships	✓	✓	✓	✓	✓	✓
	4. Increase Awareness of Sector Strengths and Resources	✓			✓	✓	✓
	5. Raise Community Awareness of City Policies, Procedures, and Supports	✓			✓	✓	✓
Pillar Three: Sustainable Economic Development	1. Define What Sustainable Economic Development Means to Flagstaff		✓	✓			
	2. Establish Metrics for Sustainable Economic Development That Support Municipal Climate Action Targets		✓	✓	✓		
	3. Attract and Expand Businesses That Align With City Criteria for Sustainable Development		✓	✓	✓	✓	✓
	4. Identify Opportunities for Infrastructure Expansion	✓	✓	✓	✓	✓	✓
	5. Enhance Business Supports That Promote Sustainable Economic Development	✓	✓	✓	✓	✓	✓
Pillar Four: Community Ecosystem Development	1. Pursue Funding to Address Infrastructure Challenges	✓	✓	✓	✓	✓	✓
	2. Strengthen Community Partnerships	✓	✓	✓	✓	✓	✓
	3. Formalize Relationships With Business Support Organizations		✓	✓			

Source: Stiletto Analysis

ENDNOTES

All endnotes have been verified as of the date of this report.

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- ¹¹⁹ “2023-2024 Academic Year,” Northern Arizona University, 2024, <https://catalog.nau.edu/Catalog/results?cat=ALLDEGREES&catalogYear=2324>
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- ¹²⁷ Stiletto Analysis, 2024

Economic Development Strategy 2024-29

City of Flagstaff

May 2024



CITY OF
FLAGSTAFF



**CHOOSE
FLAGSTAFF**

STILETTO

RECAP FROM APRIL PRESENTATION



CHOOSE
FLAGSTAFF

A COLLABORATIVE, EVIDENCE-BASED STRATEGY

490

survey responses
collected

OVER
34,000

data points
collected

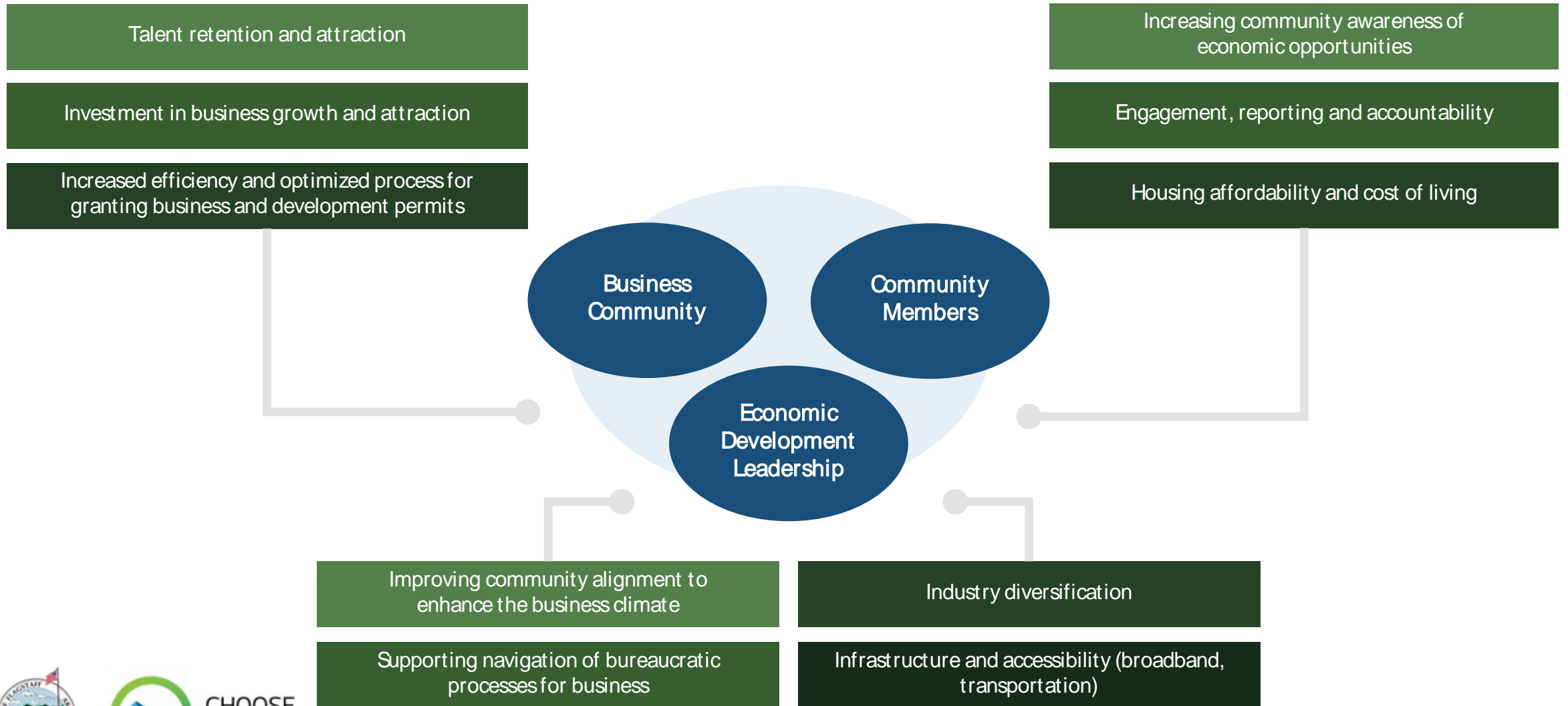
7

focus groups
completed



CHOOSE
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COMMUNITY PARTICIPATION IN THE PLANNING PROCESS



**CHOOSE
FLAGSTAFF**

Vision

The City of Flagstaff has a diverse and resilient economy with a united community that promotes sustainable growth, innovation, and opportunity.

Mission

To support and enhance economic growth and well-being for all.

Priority Sectors



Astronomy



Food Processing



Forestry Products



Biomedical / Health Care



Advanced Manufacturing

Pillars for Impact

Focus and Positioning

Branding and Awareness

Sustainable Economic Development

Community Ecosystem Development

Pillars at a Glance

1

FOCUS AND POSITIONING

- Identify and Mobilize Priority Sectors
- Explore Adjacent Sectors
- Align the Talent Pipeline

2

BRANDING AND AWARENESS

- Brand the City of Flagstaff
- Communicate the City of Flagstaff Value Proposition
- Enhance Workforce Partnerships
- Increase Awareness of Sector Strengths and Resources
- Raise Community Awareness of City Policies, Procedures, and Supports

3

SUSTAINABLE ECONOMIC DEVELOPMENT

- Define What Sustainable Economic Development Means to Flagstaff
- Establish Metrics for Sustainable Economic Development to Support Municipal Climate Action Targets
- Attract and Expand Businesses That Align with City Criteria for Sustainable Development
- Identify Opportunities for Infrastructure Expansion
- Enhance Business Supports That Promote Sustainable Economic Development

4

COMMUNITY ECOSYSTEM DEVELOPMENT

- Pursue Funding to Address Infrastructure Challenges
- Strengthen Community Partnerships
- Formalize Relationships With Business Support Organizations

THE PRIORITY SECTORS



CHOOSE
FLAGSTAFF



Astronomy



Advanced Manufacturing



Biomedical / Health Care



Food Processing



Forestry Products

7

Postsecondary Programs
(at Flagstaff PSEs)

99

Job Postings
(between December 2022 and December 2023)

178

Workforce (2022)

\$27.3M

R&D Expenditures
at NAU in related fields
(2017 to 2021)

19

Postsecondary Programs
(at Flagstaff PSEs)

618

Job Postings
(between December 2022 and December 2023)

3,078

Workforce (2022)

\$33.8M

R&D Expenditures
at NAU in related fields
(2017 to 2021)

46

Postsecondary Programs
(at Flagstaff PSEs)

2,229

Job Postings
(between December 2022 and December 2023)

8,094

Workforce (2022)

\$180.4M

R&D Expenditures
at NAU in related fields
(2017 to 2021)

14

Postsecondary Programs
(at Flagstaff PSEs)

32

Job Postings
(between December 2022 and December 2023)

371

Workforce (2022)

\$18.7M

R&D Expenditures
at NAU in related fields
(2017 to 2021)

55

Postsecondary Programs
(at Flagstaff PSEs)

109

Job Postings
(between December 2022 and December 2023)

136

Workforce (2022)

\$36.3M

R&D Expenditures
at NAU in related fields
(2017 to 2021)

MEASURING IMPACT OVER TIME

PILLAR	RECOMMENDATION	TODAY	YEAR 1	YEAR 2	YEAR 5	YEAR 10	YEAR 20
Pillar One: Focus and Positioning	1. Identify and Mobilize Priority Sectors		✓	✓	✓	✓	✓
	2. Explore Adjacent Sectors			✓	✓	✓	✓
	3. Align the Talent Pipeline		✓	✓	✓	✓	✓
Pillar Two: Branding and Awareness	1. Brand the City of Flagstaff		✓	✓	✓	✓	✓
	2. Communicate the City of Flagstaff Value Proposition		✓	✓	✓	✓	✓
	3. Enhance Workforce Partnerships	✓	✓	✓	✓	✓	✓
	4. Increase Awareness of Sector Strengths and Resources	✓			✓	✓	✓
	5. Raise Community Awareness of City Policies, Procedures, and Supports	✓			✓	✓	✓
Pillar Three: Sustainable Economic Development	1. Define What Sustainable Economic Development Means to Flagstaff		✓	✓			
	2. Establish Metrics for Sustainable Economic Development That Support Municipal Climate Action Targets		✓	✓	✓		
	3. Attract and Expand Businesses That Align With City Criteria for Sustainable Development		✓	✓	✓	✓	✓
	4. Identify Opportunities for Infrastructure Expansion	✓	✓	✓	✓	✓	✓
	5. Enhance Business Supports That Promote Sustainable Economic Development	✓	✓	✓	✓	✓	✓
Pillar Four: Community Ecosystem Development	1. Pursue Funding to Address Infrastructure Challenges	✓	✓	✓	✓	✓	✓
	2. Strengthen Community Partnerships	✓	✓	✓	✓	✓	✓
	3. Formalize Relationships With Business Support Organizations		✓	✓			

FEEDBACK FROM OUR LAST MEETING

SECTION	FEEDBACK	ACTION
Executive Summary	Clarify that tourism is a foundational sector	<ul style="list-style-type: none"> Updated language in Executive Summary Added Tourism to sector profiles (introduction and sector profile)
SWOT	Add child care and housing more prominently as issues	<ul style="list-style-type: none"> Added language and prioritized these elements higher <p>Also added language to introduction of SWOT</p>
Recommendations	Add film more prominently as an opportunity	<ul style="list-style-type: none"> Added to Pillar 3 Added as an emerging sector in tourism sector snapshot
Pillars	Add economic forecasting to support future decision making	<ul style="list-style-type: none"> Added to Pillar 1 as a recommendation
Sector Snapshots	Add tourism as a foundational sector	<ul style="list-style-type: none"> Added paragraph to section introduction Added a sector snapshot for tourism Noted the work of Discover Flagstaff
Implementation	Make housing more prominent as a precursor to economic development	<ul style="list-style-type: none"> Added Keys to Success text and graphic
Measuring Impact	Add sales tax as a KPI	<ul style="list-style-type: none"> Added to Pillar 1, Recommendation 1

DISCUSSION



CHOOSE
FLAGSTAFF

CONTACT

Laura O'Brien

President & CEO

laura@thinkstiletto.com



CHOOSE
FLAGSTAFF

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Wesley Welch, Planner
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration and Approval of Preliminary Plat: JP325, LLC requests Preliminary Plat approval for Juniper Point, Parcel 2, located at 2000 John Wesley Powell Boulevard, a single-family subdivision of 62 lots on 17.54 (gross) or 11.36 (net) acres in the RR (Rural Residential) Zone utilizing the Planned Residential Development (PRD) option.

STAFF RECOMMENDED ACTION:

Approve the Preliminary Plat in accordance with the findings presented in this report, the following conditions, and the Planning and Zoning Commission recommendation of approval (6-0 vote in favor on April 24, 2024).

1. The Final Plat shall adjust the plat boundaries to include the remainder of Juniper Point Parcel 1 Tract G.
2. The Final Plat and Engineering plans shall adjust the plat boundaries to include all areas that are being utilized for Resource Protection calculations.

Executive Summary:

JP325, LLC requests Preliminary Plat approval for Juniper Point, Parcel 2, located at 2000 John Wesley Powell Boulevard, a single-family subdivision of 62 lots on 17.54 (gross) or 11.36 (net) acres in the RR (Rural Residential) Zone utilizing the Planned Residential Development (PRD) option. The site has a Resource Protection Overlay and is currently vacant. It is located directly east of the current Juniper Point Parcel 1 subdivision and in the southwestern portion of the Juniper Point development site.

Financial Impact:

There are no financial impacts associated with this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

Previous Council Decision or Community Discussion:

City Council has previously approved the subdivision plat for Juniper Point Parcel 1 on 9/1/2020.

Options and Alternatives to Recommended Action:

1. Approve the Preliminary Plat with conditions, as recommended by the Planning and Zoning Commission.
2. Approve the Preliminary Plat with new, modified, or no conditions.
3. Deny the Preliminary Plat based on non-compliance with the Zoning Code, the Subdivision Code and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background and History:

The applicant, JP325, LLC, is seeking preliminary plat approval for a 62-lot single-family residential

subdivision. The property is located in the southwest portion of the city, north of Pine Canyon residential subdivision and south of Interstate 40, and approximately one-half mile southeast of the Coconino Community College, Lone Tree Road campus. The subdivision is located within the Resource Protection Overlay (RPO) zone and includes steep slope areas and Ponderosa Pine forest.

There is one portion of the site that is currently under development, Juniper Point Parcel 1. This subdivision was developed with the PRD mechanism and provided 38 lots on 17.23 acres. The remainder of the parcel, identified as Tract "G", was saved for future development. This preliminary plat for Juniper Point Parcel 2 is utilizing this tract for its development and will end up creating another tract for future development, minus what is used for Parcel 2.

The development of this subdivision will be a part of APN 104-14-010, with a portion of that parcel becoming a new tract for future development. The applicant currently has multiple submittals for the site, including Juniper Point Parcel 3 preliminary plat, Juniper Point South concept plat, and Juniper Point 95 concept plat and rezone

Connection to PBB Priorities and Objectives:

Livable Community - Provide amenities and activities that support a healthy lifestyle

Livable Community - Actively support attainable and affordable housing through City projects and opportunities with developers.

Livable Community - Achieve a well-maintained community through comprehensive & equitable code compliance, & development that is compatible with community values.

Environmental Stewardship - Actively manage and protect all environmental and natural resources.

Connection to Regional Plan:

Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.

Policy E&C7.2. Favor the use of available mechanisms at the City and County level for the preservation of environmentally sensitive lands, including but not limited to public acquisition, conservation easements, transfer of development rights, or clustered development with open space designations.

Goal CC.1 Reflect and respect the region's natural setting and dramatic views in the built environment.

Goal CC.3 Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Goal LU.3 Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Goal LU.5 Encourage compact development principles to achieve efficiencies and open space preservation.

Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

Connection to Carbon Neutrality Plan:

HF-1 Protect existing forests, resources, and meaningful open spaces.

Connection to 10-Year Housing Plan:

Create 4.1 Review and amend the Planned Residential Development (PRD) standards and process to address barriers for infill development and allow for more flexibility in development options, building types, and lot configurations.

Attachments: [P+Z Staff Report](#)
 [Application](#)
 [Vicinity Map](#)
 [Preliminary Plat](#)
 [Review Agency Notifications](#)
 [City Council Presentation](#)

PLANNING & DEVELOPMENT SERVICES REPORT

PRELIMINARY PLAT

PZ-22-00192-01

DATE: April 15, 2024

MEETING DATE: April 24, 2024

REPORT BY: Wesley Welch

REQUEST:

JP325, LLC requests Preliminary Plat approval for Juniper Point, Parcel 2, located at 2000 John Wesley Powell Boulevard, a single-family subdivision of 62 lots on 17.54 (gross) or 11.36 (net) acres in the RR (Rural Residential) Zone utilizing the Planned Residential Development (PRD) option.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval, with the following conditions:

1. The Final Plat shall adjust the plat boundaries to include the remainder of Juniper Point Parcel 1 Tract G.
2. The Final Plat and Engineering plans shall adjust the plat boundaries to include all areas that are being utilized for Resource Protection calculations.

PRESENT LAND USE:

The vacant subject site is located within the southern portion of the Juniper Point development area and to the east of the recently constructed subdivision for Juniper Point Parcel 1.

PROPOSED LAND USE:

Juniper Point Parcel 2 subdivision, consisting of 62 single-family lots located on 17.54 acres in the RR (Rural Residential) Zone.

NEIGHBORHOOD DEVELOPMENT:

See the attached vicinity map for more information.

North: Undeveloped land and Coconino Community College; Rural Residential (RR) zone.

South: JW Powell Boulevard and Pine Canyon; Single-family Residential (R1) zone.

East: Undeveloped Land that is part of the Juniper Point development area, RR Zone.

West: Juniper Point Parcel 1 subdivision, split RR and R1 Zone, developed with PRD standards.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW:

I. Project Information

A. Background

The applicant, JP325, LLC, is seeking preliminary plat approval for a 62-lot single-family residential subdivision. The property is located in the southwest portion of the city, north of Pine Canyon residential

subdivision and south of Interstate 40, and approximately one-half mile southeast of the Coconino Community College, Lone Tree Road campus. The subdivision is located within the Resource Protection Overlay (RPO) zone and includes steep slope areas and Ponderosa Pine forest.

There is one portion of the site that is currently under development, Juniper Point Parcel 1. This subdivision was developed with the PRD mechanism and provided 38 lots on 17.23 acres. The remainder of the parcel, identified as Tract "G", was saved for future development. This preliminary plat for Juniper Point Parcel 2 is utilizing this tract for its development and will end up creating another tract for future development, minus what is used for Parcel 2.

The development of this subdivision will be a part of APN 104-14-010, with a portion of that parcel becoming a new tract for future development. The applicant currently has multiple submittals for the site, including Juniper Point Parcel 3 preliminary plat, Juniper Point South concept plat, and Juniper Point 95 concept plat and rezone.

B. Type of Plat

This Preliminary Plat request is for a single-family residential subdivision consisting of 62 individual lots. All areas in the subdivision not allocated as lots are reserved as tracts. Tracts H, I, J, L, M, and N are reserved for Open Space while Tract K is intended for a public utility easement and a public access easement trail. Tract O is intended for Resource Protection, Open Space, and Drainage and will be included in more detail on the final plat.

II. Required Findings: Conformance with City Development Standards and Regional Plan

Staff reviewed and approved the Preliminary Plat based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code (Title 10)

i. Rural Residential (RR) Zone

The property is zoned RR, Rural Residential. The RR Zone has a maximum density requirement of 1 unit per acre. The proposed 62 lots on 17.54 acres is a density of 3.53 units per acre which is above the maximum density, however the subdivision will be utilizing the PRD standards which allows for the clustering of density while preserving larger areas of open space within the site. The applicant will need to adjust their final plat to include the boundaries of Juniper Point Parcel 1 Tract G in order to maintain the proper acreage for their density.

PRD is a permitted use in the RR zone. Division 10-40.60.280 of the Zoning Code addresses specific use standards for PRD. PRDs may use different building types (i.e., Carriage House, Single-Family Cottage, Duplex) as part of an integrated site planning process in non-transect zones and for achieving gross densities on undeveloped land where substantial natural resources are present on the site. Division 10-50.110 of the Zoning Code provides standards for specific building types and specifies the transect zones in which they are allowed. The T3N.2 transect zone allows the Single-Family House building type in new neighborhoods. It is worth noting that the code for the PRD has changed and this will be the last subdivision in the Juniper Point development area to utilize the old code. Juniper Point Parcel 3, and all future submittals, will adhere to the new PRD code.

The Single-Family House building type permits a minimum lot area of 5,000 square feet. The lots within this subdivision comply with the minimum lot area per building type. The preliminary plat complies with the applicable standards and building form and placement standards such as setbacks and height allowed in the T3N.2 transect zone (Division 10-40.40.060 of the Zoning Code).

Setback requirements for the T3N.2 transect zone are:

Front	12' min, 25' max
Side	5' min
Side Street	10' min, 30' max
Rear	12' min

Each building type has specific frontage types that must be used when developing the individual lots. In this case, the Projecting Porch, Integral Porch, and Engaged Porch frontage type has been applied. Division 10-50.120.040 addresses the standards for the Projecting Porch frontage type. With this frontage type, the house has a shorter front setback from the property line. The resulting front yard is typically smaller than traditional single-family development.

ii. Natural Resources

The subject property is located within the RPO. The applicant is identifying resources for the entirety of their overall Juniper Point South land area (184.94 acres). This plat does not meet resource protection requirements for the site itself and will need to include a boundary adjustment and Tract G from Juniper Point Parcel 1 to meet the requirements for this plat. However, the applicant is still identifying the resources for the overall site and this plat will be in compliance with resource protection requirements once this adjustment is made.

iii. Historic/Cultural Resources

A Cultural Resource Study, dated April 2006, was submitted with the Development Master Plan for Juniper Point South, and was accepted and approved by the Heritage Preservation Officer.

iv. Parks, Open Space, Pedestrian, and Bicycle Facilities

PRDs are required to provide 15% of the site as Open Space and 5% as Civic Space. Tract H and Tract J, consisting of sidewalks, and trail connections are proposed to satisfy the civic space requirement. Tracts N, L, and K consist of open areas on the site and are proposed to satisfy the open space requirement. These numbers will need to be adjusted on the Final Plat as the percentage of open and civic space need to be inclusive of the overall site and not just this portion of the development. There is a proposed connection to the Bow and Arrow Wash trail that will be realigned and finalized with the submittal of the Juniper Point Parcel 3 preliminary plat.

B. City of Flagstaff Subdivision Standards (Title 11)

i. Preliminary Plat

Inter-department Staff (IDS) approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat.

ii. Subdivision Standards and Regulations

IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements.

ii.1 Lot Design

The proposed subdivision meets the standards for lot design:

- Meet the minimum lot width, depth, and size requirements of the Zoning Code.
- Be designed appropriately for the location and character of the proposed development, street improvements, and underlying topography.
- All lots shall be lawfully built upon and be developable (lots are designed in a way so that development can meet all relevant development standards).
- Buildable area (building envelope) shall be located away from the crest of ridge lines.
- Buildable area shall be determined by setback requirements and the location of natural topographic features.

ii.2 Street Design

The proposed subdivision meets the standards for street design:

- Meet the street cross-section standards (Engineering Standards) for the type of street proposed.
- Street design is appropriate for underlying topography and in relation to existing streets. Where feasible, streets shall be placed on top of ridges to minimize the extent of grading and reduce the visual impact of development.

ii.3 Easement Design

The proposed subdivision meets the standards for easement design:

- Easements shall be provided and dedicated where deemed necessary for specific purposes (the plat will dedicate a public utility easement and a drainage easement).
- Drainage easements shall substantially follow the line of any existing watercourse that traverses the land.

ii.4 Block Design

The proposed subdivision meets the standards for block design:

- Blocks in non-transect zones shall not normally exceed 1,200 feet in length measured from the property lines, except in hillside developments or where a subdivision of one-half acre lots or larger justify or require a variation from this requirement, or where there are unusual conditions of the property being subdivided.

iii. Minimum Required Subdivision Improvements

The subdivider is required to improve all streets, pedestrian ways, alleys, and easements in the subdivision and adjacent to it as required to serve the subdivision. Staff review of the Preliminary Plat along with the impact analyses discussed in the Engineering Standards section below identified the required improvements in conformance with Section 11-20.130: Minimum Required Subdivision Improvements. These improvements will formally be approved with Civil Engineering Plans review, which will occur after Preliminary Plat approval by City Council.

C. City of Flagstaff Engineering Standards (Title 13)

As part of the Preliminary Plat review, Staff conducted a public systems analysis to confirm preliminary compliance with Engineering Standards. Following Preliminary Plat approval, the applicant shall submit and receive approval for Civil Engineering Plans for the subdivision prior to review and approval of the Final Plat. Approval of the Civil Engineering Plans will be contingent on the plat meeting City Engineering Standards.

i. Access and Traffic

During the preliminary platting process of Juniper Point Parcel 1, it was determined that a Traffic Impact Analysis (TIA) would be required for the Development Master Plan which was approved in 2022 – however Traffic’s requirements were sufficed with a Traffic Statement. A new Traffic Statement was provided for Juniper Point Parcels 1-3 and was approved by the Traffic division on December 13, 2023. A Master TIA for the entire Juniper Point development site has been submitted and is currently under review.

The main access for this subdivision will be taken from JW Powell Boulevard through the entrance created with the construction of Parcel 1. The secondary connection for this subdivision will be from Lone Tree Road, once constructed.

ii. Water and Wastewater

Audurra, on behalf of the City of Flagstaff Water Services Division, prepared the Water and Wastewater Impact Analysis (WSIA). The analysis is based on the demands generated by the entire Juniper Point development site with a residential dwelling cap of 444 residential single-family units and 1,100 multi-family units.

Water

Currently there is City of Flagstaff water supply infrastructure adjacent to the site, a 27" water transmission main in Bow and Arrow Wash and a 20" waterline south of the project in JW Powell Blvd with capacity deemed adequate to serve this development. The proposed subdivision will be serviced by the Zone B water pressure system and any tapping or extension of the waterline will be done according to City of Flagstaff Standards.

The Juniper Point Parcel 2 preliminary plat identified a proposed 8" water stub at the intersection of Lone Tree Road and Farallon Drive. There are also 5 fire hydrants proposed to be located off the internal road network created by this subdivision. There will be a 12" waterline constructed under Lone Tree Road which will connect on the northern portion of the site. This waterline will also connect to the waterline on JW Powell Boulevard at the intersection of JW Powell Boulevard and Lone Tree Road.

Wastewater

There is an existing 24" sewer trunk line in the Bow and Arrow Wash that crosses the property and will be utilized for sewer collection for the development. The sewer trunk is located on the property so no offsite sewer extensions will be required to reach the existing public system.

There is an existing cleanout that was part of Juniper Point Parcel 1. Parcel 2 will remove the existing cleanout and install a new sewer manhole as they connect the existing 8" sewer line to the proposed 8" sewer line that services the development. There is a proposed 8" sewer stub located near the waterline stub referenced above. This will be located at the intersection of Farallon Drive and Lone Tree Road.

This proposal was reviewed by Water Services staff and no issues have been identified with capacity demands at this point in the development.

iii. Stormwater

A Preliminary Drainage Report for Juniper Point Phase 1 (Parcels 1-3) was prepared on March 7, 2023 and reviewed by Stormwater Staff. The project has been delineated into eight drainage areas to separate flow through the development. Juniper Point Parcel 2 contains the following identified basins from the report: B2.1, B2.2, B2.4, B2.5, B2.6 and B3. The report determined that detention basins for Phase 1 will be designed to reduce post-development runoff rates to be equal to or below the existing peak flow. There are three extended detention ponds located on the Parcel 2 site. One is included as part of Tract N and the other two are located within the boundaries of Juniper Point Parcel 3, but their construction will be part of the Parcel 2 development.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications, with the recommended conditions.

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval, given the following condition:

1. The Final Plat shall adjust the plat boundaries to include the remainder of Juniper Point Parcel 1 Tract G.
2. The Final Plat shall adjust the plat boundaries to include portions that are being utilized for Resource Protection calculations.

Attachments:

- Application
- Preliminary Plat, including the Natural Resource Protection Plan
- Vicinity Map
- Utility notification letters



City of Flagstaff

Community Development Division

211 W. Aspen Ave

P: (928) 213-2618

Flagstaff, AZ 86001

www.flagstaff.az.gov

Date Received		Application for Subdivision Review		File Number
Property Owner(s) JP325 LLC			Phone	
Mailing Address 3605 S. FLAGSTAFF RANCH RD		City, State, Zip FLAGSTAFF, AZ 86005		Email
Applicant(s) JSC DEVELOPMENT INC			Phone	
Mailing Address 3605 S. FLAGSTAFF RANCH RD		City, State, Zip FLAGSTAFF, AZ 86005		Email
Project Representative Charity Lee			Phone 928-600-3594	
Mailing Address 3605 S. FLAGSTAFF RANCH RD		City, State, Zip FLAGSTAFF, AZ 86005		Email clee@capstonehomesaz.com
Requested Review:	<input type="checkbox"/> Development Master Plan	<input type="checkbox"/> Conceptual Plat	<input type="checkbox"/> Preliminary Plat P&Z and Council	
	<input type="checkbox"/> Modified Subdivision	<input checked="" type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Final Plat- Council	

Project Name: PARCEL 2 AT JUNIPER POINT		Site Address TBD		Parcel Number APN 104-14-010	
Proposed Use RESIDENTIAL			Existing Use UNDEVELOPED		Subdivision, Tract & Lot Number PARCEL 1 AT JUNIPER POINT TRACT G
Zoning District RURAL RESIDENTIAL		Regional Plan Category SUBURBAN		Flood Zone ZONE X	Size of Site (Sq. ft. or Acres) +/- 17.53 AC
Property Information:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Located in an existing Local/National Historic District? (Name: _____) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Existing structures are over 50 years old at the time of application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Subject property is undeveloped land?			

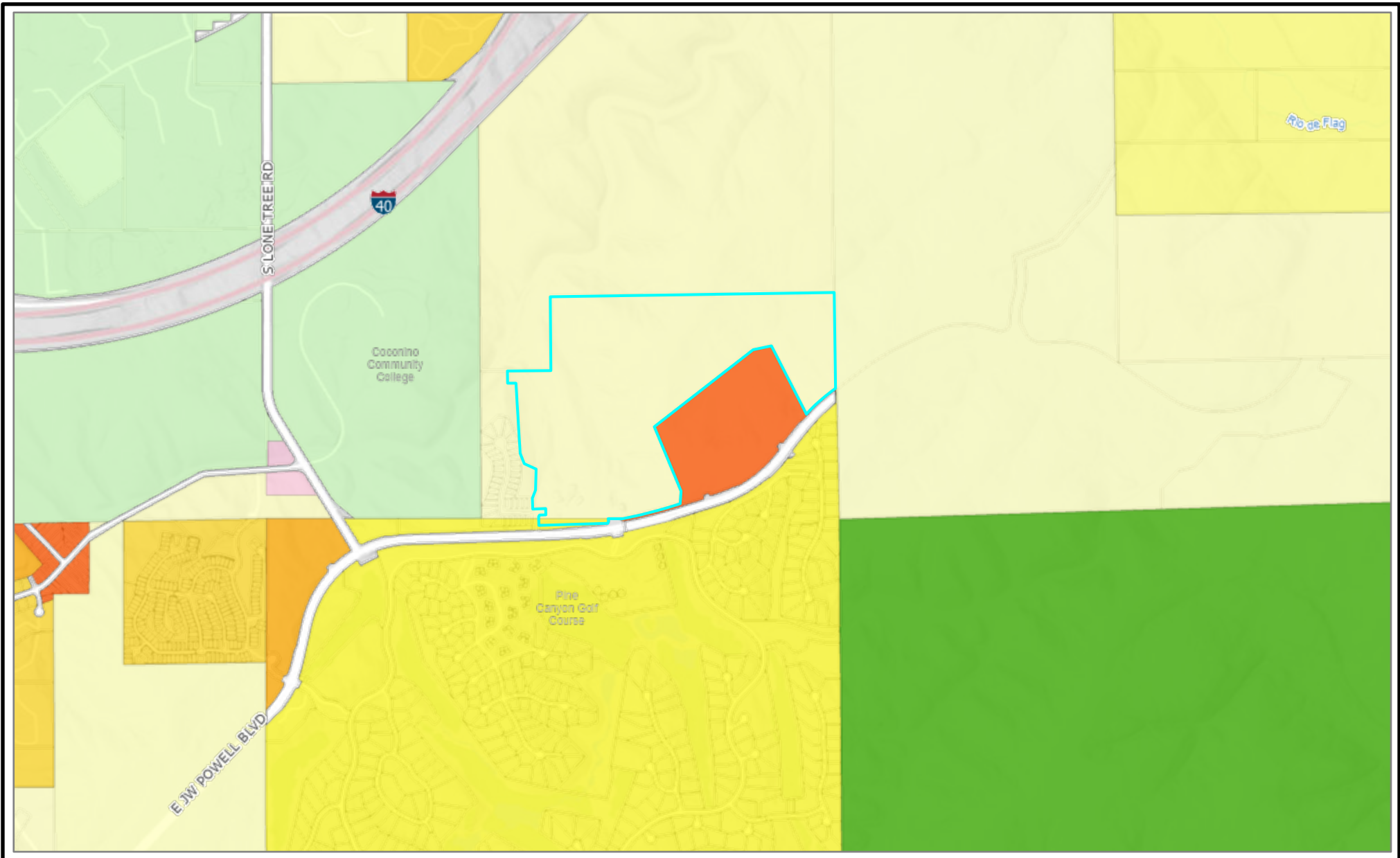
Surrounding Uses	North	South	East	West
(Res, Com, Ind)	UNDEVELOPED	RESIDENTIAL	UNDEVELOPED	RESIDENTIAL

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
RESIDENTIAL - SF	62 LOTS	62 UNITS	+/- 17.53 AC	

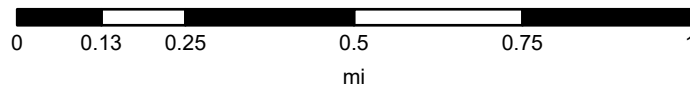
Please complete a "Subdivision Review Application" and provide an initialed "Application and Information Checklist" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date: 4-16-24	Applicant Signature:	Date: 4-16-24
---	-------------------------	-----------------------------	-------------------------

For City Use					
Date Filed:		Case Number (s)			
P & Z Hearing Date:			Publication and Posting Date:		
Council Hearing Date:			Publication and Posting Date:		
Fee Receipt Number:		Amount:		Date:	
Action by Planning and Zoning Commission:			Action By City Council:		
<input type="checkbox"/> Approved			<input type="checkbox"/> Approved		
<input type="checkbox"/> Denied			<input type="checkbox"/> Denied		
<input type="checkbox"/> Continued			<input type="checkbox"/> Continued		
Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater



JP Parcel 2 Vicinity Map



City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.



4/15/2024 3:16 PM

PLOTTED: Feb 28, 2024 - 1:58pm
FILE: P:\2022\2120 DRAWINGS\PLATS\PRELIMINARY\COVER SHEET - 21210.DWG EKESER

PROJECT OWNER:
JP 325 LLC
CONTACT: CLINTON WHITING 3605 S.
FLAGSTAFF RANCH RD.
FLAGSTAFF, AZ 86005

PROJECT DEVELOPER:
JSC DEVELOPMENT INC.
CONTACT: JOHN SUTHERLAND
3605 S. FLAGSTAFF RANCH RD.
FLAGSTAFF, AZ 86005
(928) 774-3826

PROPERTY INFORMATION:
APN# 104-14-010 (± 88.24 AC)
ZONING: RURAL RESIDENTIAL (RR)

PROJECT ENGINEER:
SHEPHARD-WESNITZER INC., AN ARDURRA
COMPANY
CONTACT: STEPHEN IRWIN, P.E.
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

NUMBER OF LOTS: 62
GROSS AREA PARCEL 2: ±17.54 AC

SURVEYOR:

SHEPHARD-WESNITZER INC., AN ARDURRA
COMPANY
AARON BORLING, RLS #48756
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

NET AREA OF PARCEL 2: ±11.36 AC
TOTAL AREA OF ROW WITHIN PARCEL 2: ±6.18 AC
TOTAL AREA OF LOTS WITHIN PARCEL 2: ±8.83 AC

THE SUBDIVISION WILL BE DEVELOPED AS A
PLANNED RESIDENTIAL DEVELOPMENT USING THE
T3N.2 STANDARDS.

1. THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO 41-90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. AN ASSOCIATION WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES).
5. ALL RIGHT-OF-WAYS WITHIN THE SUBDIVISION SHALL BE DEDICATED TO CITY OF FLAGSTAFF.
6. OWNERS CANNOT INSTALL SOD ON THE PROPERTY AS A STIPULATION OF THE 25% DENSITY BONUS FOR SUSTAINABLE BUILDING INCENTIVES USED BY PARCEL 1-3 (PHASE1) DEVELOPMENT

SUMMARY OF TRACTS

1. TRACT H IS INTENDED FOR OPEN SPACE.
2. TRACT I IS INTENDED FOR OPEN SPACE.
3. TRACT J IS INTENDED FOR OPEN SPACE.
4. TRACT K IS INTENDED FOR PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS EASEMENT TRAIL.
5. TRACT L IS INTENDED FOR OPEN SPACE.
6. TRACT M IS INTENDED FOR OPEN SPACE.
6. TRACT N IS INTENDED FOR OPEN SPACE.
7. TRACT O IS INTENDED FOR RESOURCE PROTECTION, OPEN SPACE AND DRAINAGE.

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION BASED ON PARCEL 1 AT JUNIPER POINT FINAL PLAT PER INST. NO. 3947078, OFFICIAL RECORDS OF COCONINO COUNTY.

EARTHWORK SUMMARY

SITE GRADING:
UNADJUSTED CUT: 29,904 CY
UNADJUSTED FILL: 42,979 CY

EARTHWORK VOLUMES SHOWN ABOVE ARE BASED ON IN-PLACE VOLUMES REQUIRED FOR SITE GRADING. QUANTITIES ARE NOT ADJUSTED FOR SHRINKAGE (SEE GEOTECH REPORT FOR ESTIMATED SHRINKAGE FACTORS). THESE RESULTS MAY NOT REFLECT THE FINAL CONSTRUCTED QUANTITIES. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN QUANTITY DETERMINATIONS. ADDITIONAL EARTHWORK QUANTITIES SHALL BE CONSIDERED INCIDENTAL TO BUILDING CONSTRUCTION. ANY WASTE MATERIAL SHALL BE INCIDENTAL TO CONSTRUCTION.

RESOURCE PRESERVATION

THE PROJECT DOES FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. A PRELIMINARY NATURAL RESOURCE PROTECTION PLAN HAS BEEN PROVIDED WITH THE CONCEPTUAL PLAT. THE PRELIMINARY NRPP IS BASED ON NRPP APPROVED WITH THE JUNIPER POINT DEVELOPMENT MASTER PLAN.

BASIS OF BEARING

N 00°20'48" W 2620.29' FROM EAST QUARTER CORNER OF SECTION 27 TO THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF APN'S 104-14-003C & 104-14-001B BY NORTHLAND EXPLORATION SURVEYS, INC., DATED 07/06/2018.

LEGAL DESCRIPTION:

APN 104-14-010

A PORTION OF TRACT 'G' OF PARCEL 1 AT JUNIPER POINT, ACCORDING TO THE FINAL PLAT FOR PARCEL 1 AT JUNIPER POINT, INST. NO. 3947078, OFFICIAL RECORDS OF COCONINO COUNTY LOCATED IN THE SOUTH HALF OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA.

FEMA DESIGNATION

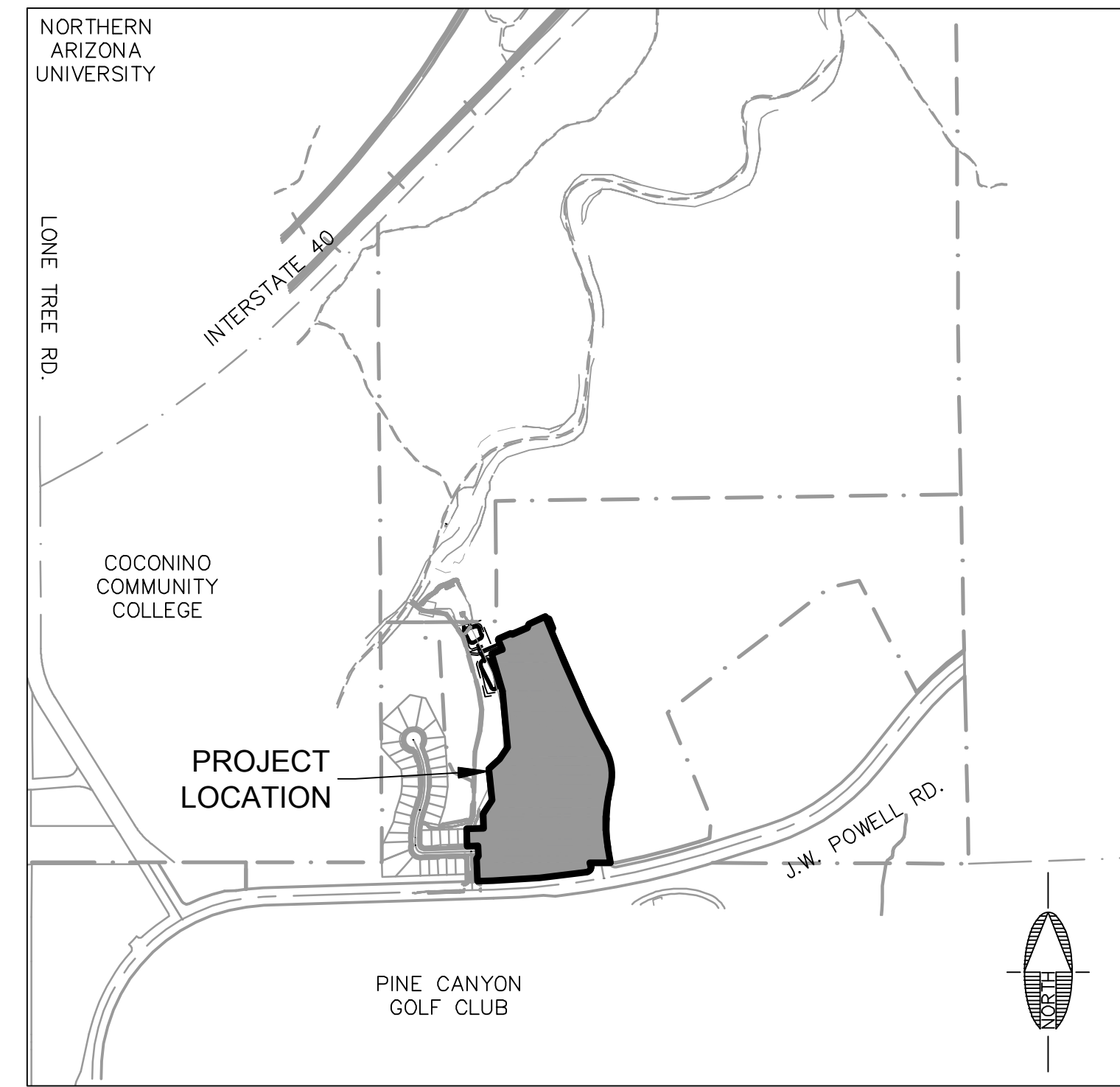
THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6817, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AN AREA DETERMINED TO BE OUTSIDE THE 500-YR FLOODPLAIN.

PHASE	PARCEL	ZONING	LOTS		BUILDING TYPE	NET ACREAGE	LOTS	PROPOSED DENSITY
			WIDTH	DEPTH				
			1 (15.22 AC)	RR - RURAL RESIDENTIAL				
2 (17.54 AC)	RR - RURAL RESIDENTIAL	50 FT	100 FT	SINGLE FAMILY	11.36	62		
3 (15.94 AC)	RR - RURAL RESIDENTIAL	50 FT	100 FT	SINGLE FAMILY	12.18	22		
TOTAL NET ACREAGE						37.05		
TOTAL RESIDENTIAL UNITS							122	
2 (184.82 AC)	VARIES	RR - RURAL RESIDENTIAL	VARIES	VARIES	SINGLE FAMILY	TBD	322	1.75
FUTURE DEVELOPMENT (94.93 AC)	N/A	RR - RURAL RESIDENTIAL	N/A	N/A	N/A	N/A	0	N/A
TOTAL RESIDENTIAL UNITS							444	

NOTES:
1. OPEN SPACE AREAS ARE RESERVED THROUGHOUT THE PROJECT CONSISTING OF AREAS BETWEEN PARCELS AND THE FLOODPLAIN AREAS WITHIN THE BOW & ARROW WASH. REFER TO SHEET 2 FOR THE LOCATIONS OF OPEN SPACE.

PRELIMINARY PLAT FOR JUNIPER POINT - PARCEL 2 FLAGSTAFF, ARIZONA

LOCATED IN SW ¼ OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, CITY OF FLAGSTAFF, ARIZONA



VICINITY MAP
N.T.S.

LEGEND

- EXISTING EASEMENT
- ROAD CENTERLINE
- LOT LINE
- RIGHT-OF-WAY
- PROPERTY LINE
- EXISTING GAS
- EXISTING EASEMENT
- EXISTING SEWER
- EXISTING UNDERGROUND ELECTRIC
- EXISTING WATER
- EXISTING INTERMEDIATE CONTOUR
- EXISTING INDEX CONTOUR
- PROPOSED EASEMENT
- PROPOSED LOT #
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED INDEX CONTOUR
- PROPOSED TREE
- FIRE HYDRANT
- WATER METER
- SEWER MANHOLE
- LID BASIN

SHEET INDEX		
SHEET NO.	DRAWING NO.	SHEET TITLE
1	CVR	COVER SHEET
2	EB01	EXISTING BOUNDARY
3	OV01	PLAT OVERVIEW
4	PP01	PRELIMINARY PLAT (1)
5	PP02	PRELIMINARY PLAT (2)
6	OS01	OPEN SPACE
7	CP02	DETAILS
8	NRPP1	PRELIMINARY NRPP - PARCEL 2
	NRPP2	PRELIMINARY NRPP - PHASE 2 OVERVIEW

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE
CHAD BROOKS (BY LETTER) 3/10/2023
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY (BY LETTER) 3/13/2023
BY: DATE:

CENTURYLINK
KEVIN WAGNER (FOR JASON DALE - BY LETTER) 3/28/2023
BY: DATE:

ALTICE USA
JASON QUINLAN (FOR SANFORD YAZZIE - BY LETTER) 3/10/2023
BY: DATE:

UTILITY COMPANY CONTACTS

UNISOURCE ENERGY SERVICES CONTACT: CHAD BROOKS 2200 E. HUNTINGTON FLAGSTAFF, AZ 86004 CHAD.BROOKS@APS.COM PHONE: (928) 773-6440	CENTURYLINK CONTACT: JASON DALE 112 NORTH BEAVER STREET FLAGSTAFF, AZ 86001 JASON.DALE@CENTURYLINK.COM PHONE: (928) 779-4931
ALTICE USA CONTACT: SANFORD YAZZIE 1601 SOUTH PLAZA WAY FLAGSTAFF, AZ 86001 SANFORD.YAZZIE@ALTICEUSA.COM PHONE: (928) 266-0672	

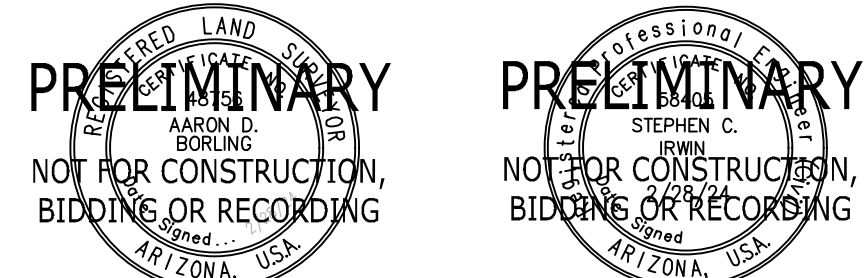
UTILITY CONFLICT
UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

ACTION IS BEING TAKEN TO OBTAIN RESPONSES FROM THE FRANCHISE UTILITY COMPANIES IN REGARDS TO THE POSSIBLE UTILITY CONFLICTS.

CERTIFICATE OF LAND SURVEYOR

This is to certify that the survey of the property described and platted hereon was made under my direction and supervision and is accurately represented on this plat.
I also certify that the plat is in substantial conformance to the approved tentative plat and that this plat is correct and accurate as shown to the best of my knowledge and belief.

Registered Land Surveyor
Date _____



DENSITY TRACKING TABLE						
APN	ACERAGE	ZONE	ALLOWABLE DENSITY	ALLOWABLE # OF LOTS	ALLOWABLE # OF LOTS WITH 25% DENSITY BONUS	
104-14-001B	100.04	RESIDENTIAL RURAL (RR)	1 UNITS/AC	100	125	
104-14-003C	225.01	RESIDENTIAL RURAL (RR)	1 UNITS/AC	225	281	
105-10-187	5.06	SINGLE-FAMILY RESIDENTIAL (R1)	6 UNITS/AC	30	45	
TOTAL # OF ALLOWABLE LOTS				355	444	
PHASE 1 PROPOSED # OF LOTS					122	
REMAINING LOTS AVAILABLE					322	

NOTES:
1. APN NUMBERS THAT ARE REFLECTED IN THIS TABLE ARE FROM THE RECORDED FINAL PLAT FOR PARCEL 1 AT JUNIPER POINT, AND ARE NOT UPDATED TO THE CURRENT PARCEL NUMBERS FOR THE REASON THAT THIS DENSITY TRACKING TABLE USED THE ORIGINAL LARGER PARCELS TO DETERMINE THE ALLOWABLE DENSITIES FOR THE OVERALL JUNIPER POINT DEVELOPMENT. APN# 104-14-001B AND 105-10-187 HAVE BEEN SUBDIVIDED PRIOR TO THE DEVELOPMENT OF THIS PLAT FOR PARCEL 2 AT JUNIPER POINT.

FLAGSTAFF ARIZONA

JUNIPER POINT - PARCEL 2

COVER SHEET

JOB NO: 22218
DATE: FEB 24
SCALE: AS SHOWN
DRAWN: BH/KMF
DESIGN: BH/KMF
CHECKED: KMF/SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swi.coz.com

BY: _____
DATE: _____

REVISIONS

NO.	DESCRIPTION	DATE	BY

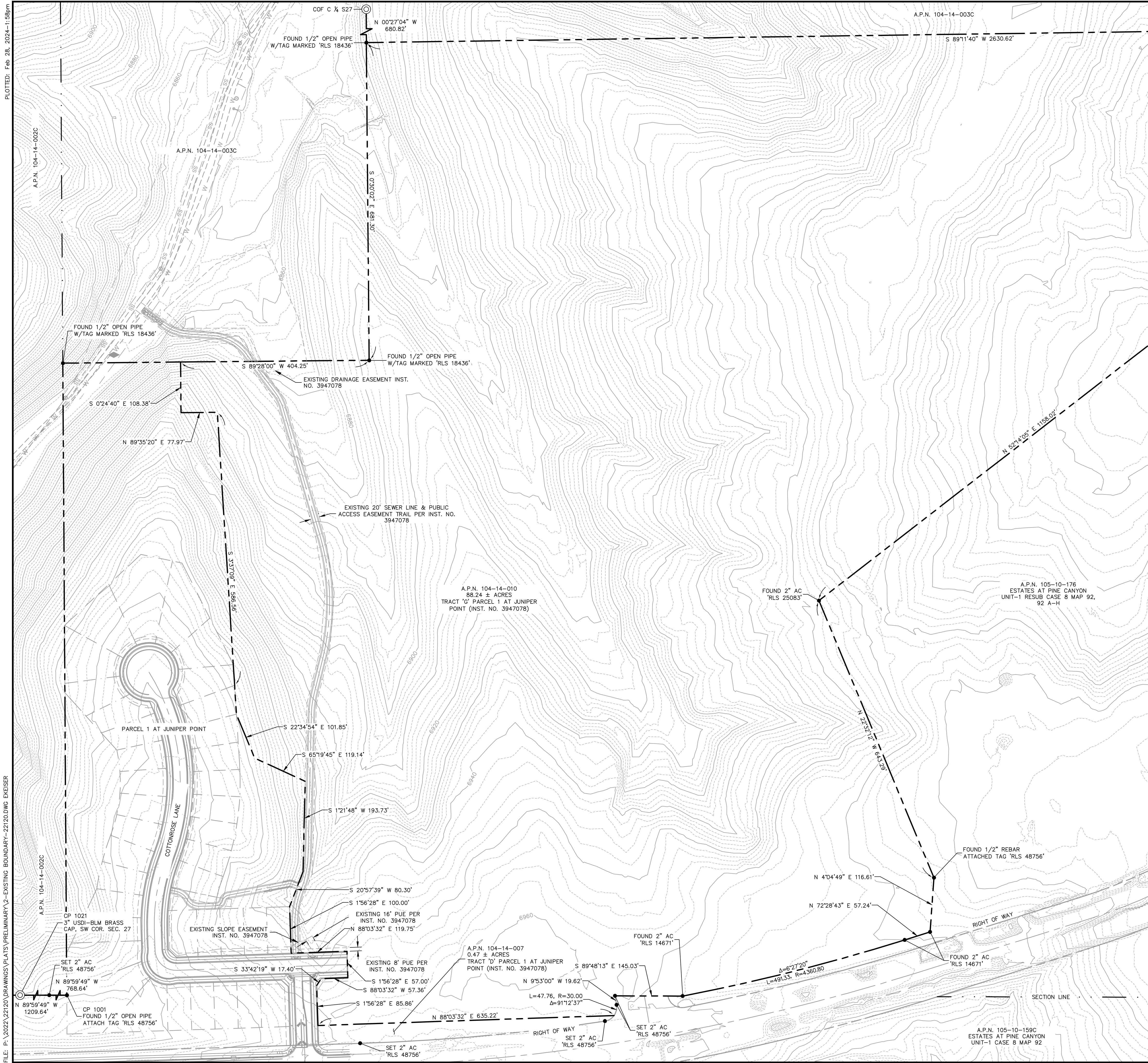
Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona811.com
0811 or 1-800-STATE-11 (928-5348)

DRAWING NO. CVR
SHT NO. 1 OF 9

PLOTTED: Feb 28, 2024-11:56pm

A.P.N. 104-14-002C

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COORDINATE SYSTEM DETAILS

LINEAR UNIT: INTERNATIONAL FEET
 GEODETIC DATUM: NAD 83 (CONUS)
 VERTICAL DATUM: NGVD 29
 SYSTEM: CITY OF FLAGSTAFF LOW DISTORTION PROJECTION (2015)

PROJECTION:
 TRANSVERSE MERCATOR
 LATITUDE OF GRID ORIGIN: 35° 00' 00" N
 LONGITUDE OF CENTRAL MERIDIAN: 111° 37' 00" W
 NORTHING AT GRID ORIGIN: 0 FT
 EASTING AT CENTRAL MERIDIAN: 70,000 FT
 CENTRAL MERIDIAN SCALE FACTOR: 1.000333 (EXACT)

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

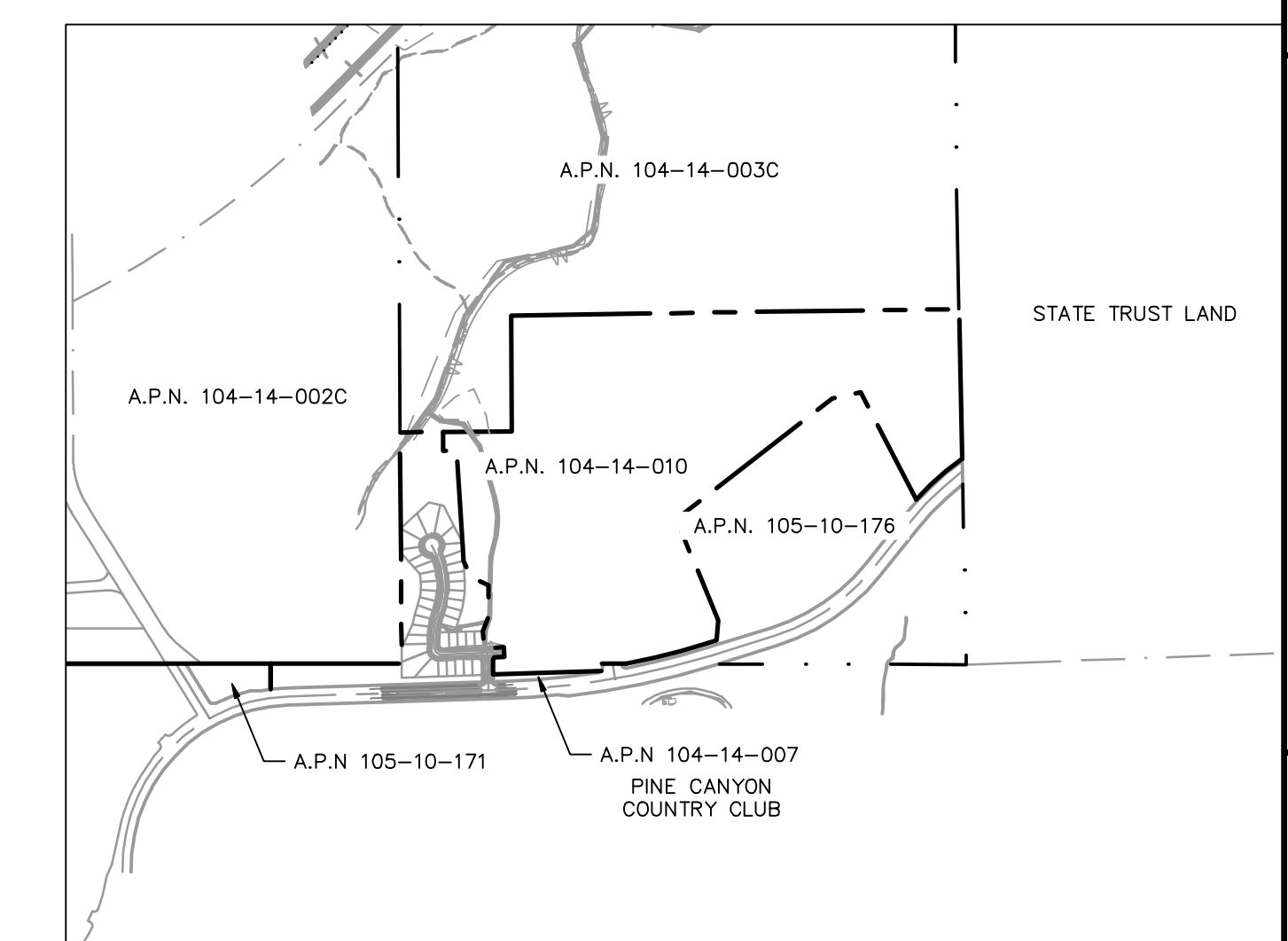
THE BASIS OF BEARINGS IS TRUE GEODETIC NORTH; NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM SWI CONTROL POINT '1000' USING GPS WITH NGS GEOID MODEL "GEOID12A". ELEVATIONS SHOWN HEREON ARE REFERENCED FROM PANEL POINT 'HV 9007' PER AERIAL SURVEY DATA OBTAINED FROM NORTHLAND EXPLORATION SURVEYS.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON A LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT #1001 = FOUND 1/2" OPEN PIPE E-W 1/64 COR. SEC. 27/34
 LATITUDE = N 35°09'59.35246" NORTHING = 60619.521 FT ESTIMATED ACCURACY
 LONGITUDE = W 111°38'29.73972" EASTING = 62546.779 FT HORIZ = ±0.029 FT
 ELLIPSOID HEIGHT = 6903.614 FT ELEVATION = 6979.862 FT VERT = ±0.056 FT


POINT #1021 = 3" USDI-BLM BRASS CAP AT SW COR. SEC. 27
 LATITUDE = N 35°09'59.34796" NORTHING = 60619.627 FT ESTIMATED ACCURACY
 LONGITUDE = W 111°38'53.55908" EASTING = 60568.492 FT HORIZ = ±0.031 FT
 ELLIPSOID HEIGHT = 6850.947 FT ELEVATION = 6927.169 FT VERT = ±0.063 FT



KEYMAP
1"=1000'

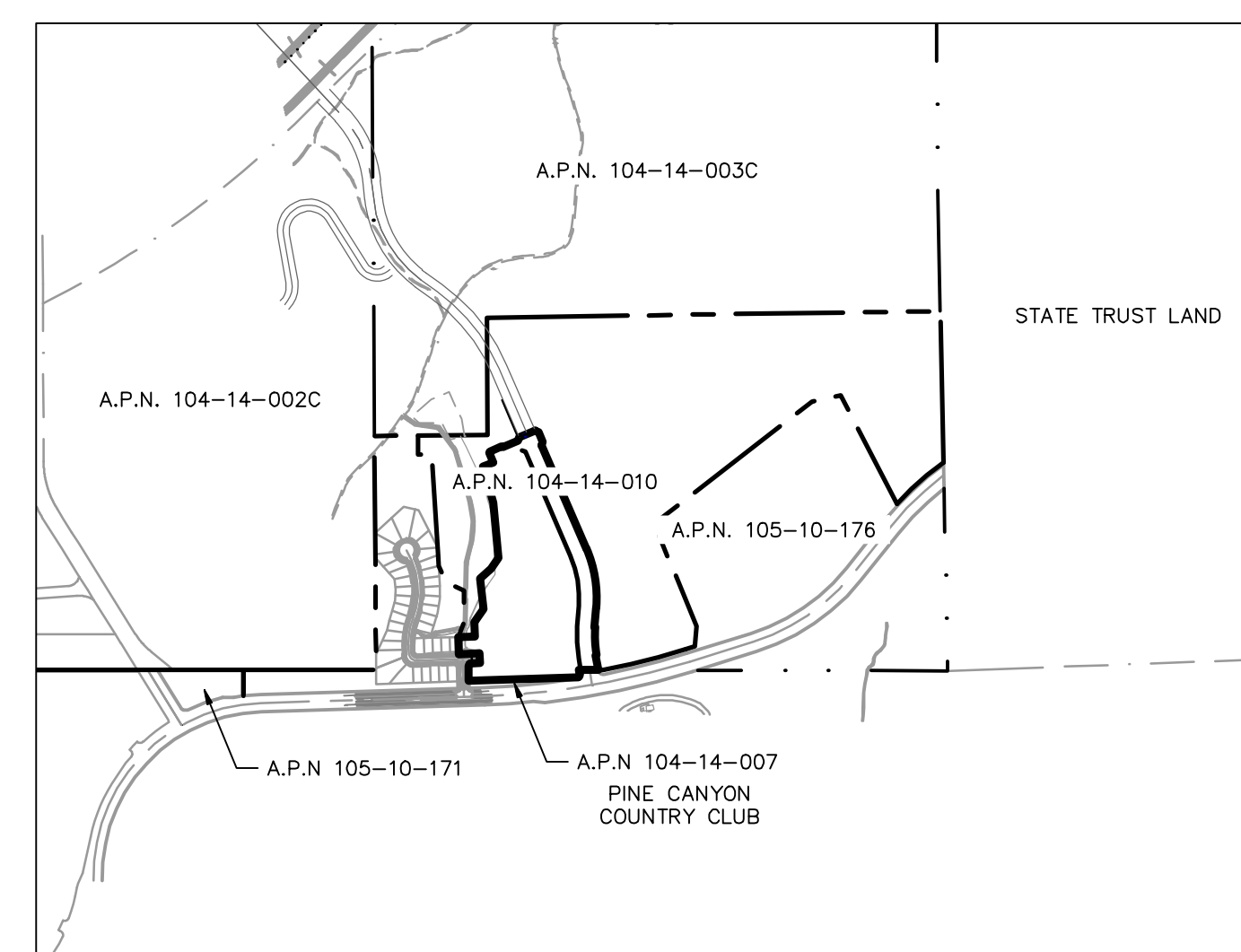
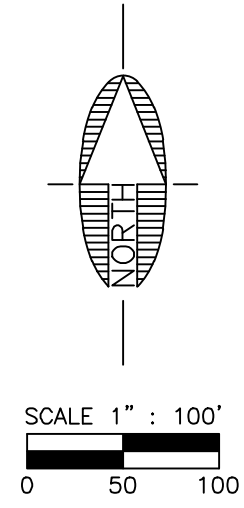
Professional Engineer
PRELIMINARY
 NOT FOR CONSTRUCTION,
 BIDDING OR RECORDING

Professional Engineer
PRELIMINARY
 NOT FOR CONSTRUCTION,
 BIDDING OR RECORDING

JOB NO: 22218		DATE: FEB 24		SCALE: AS SHOWN		DRAWN: JEE		DESIGN: JEE/KHF		CHECKED: SCI													
110 W. Dole Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swi2.com																							
 Shepherd Wesnitzen Inc An ARDURRA Company																							
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NO.	DESCRIPTION	DATE	BY																				
DRAWING NO. EB01										SHT NO. OF													
2										9													

PLOTTED: Feb 28, 2024--1:56pm


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KEYMAP
1"=1000'

PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING OR RECORDING

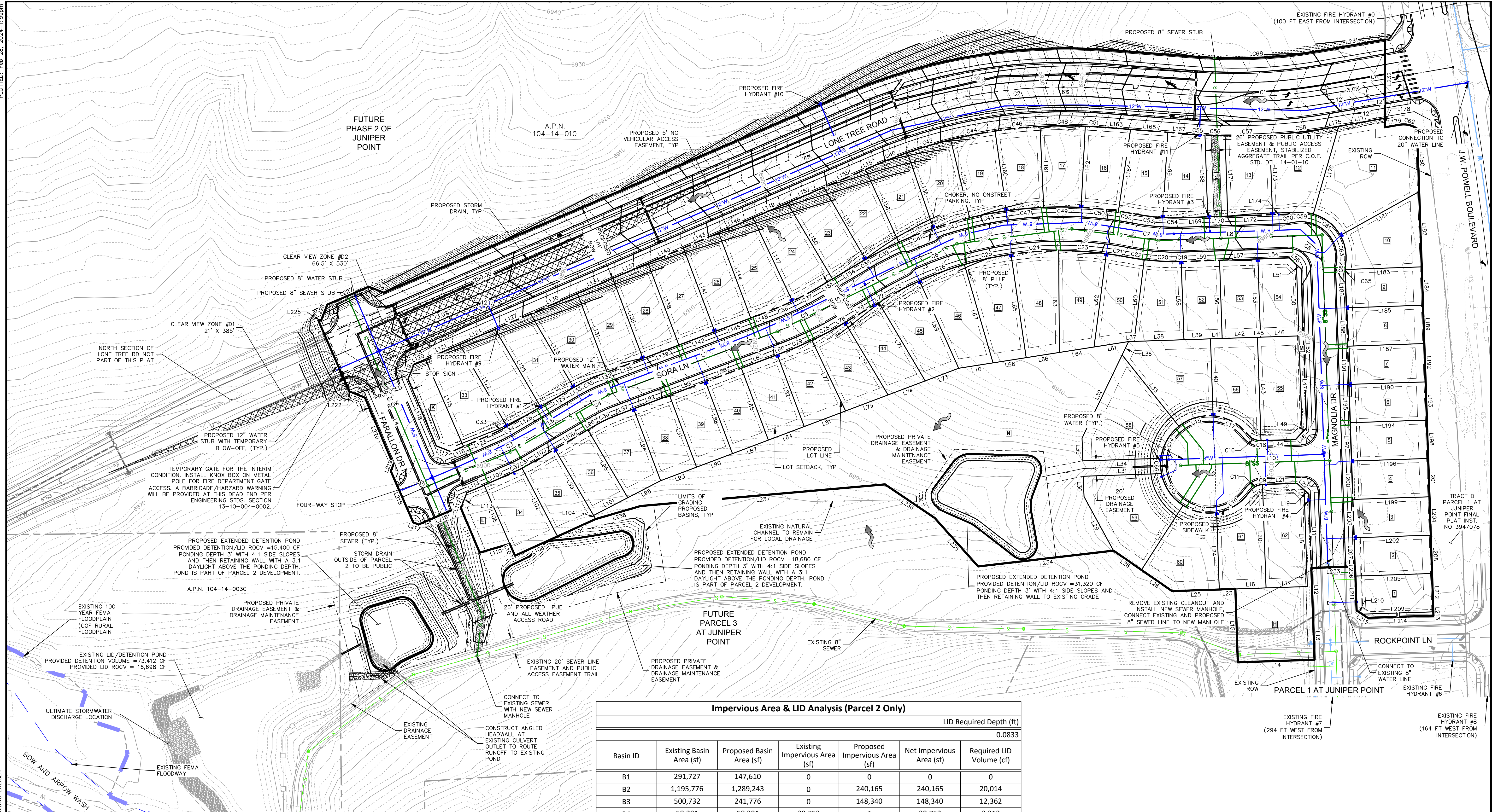
PRELIMINARY
NOT FOR CONSTRUCTION,
BIDDING OR RECORDING

JOB NO: 22218		DATE: FEB 24		SCALE: AS SHOWN		DRAWN: JEE		DESIGN: JEE/KHF		CHECKED: SCI																					
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NO.	DESCRIPTION	DATE	BY																												
Call at least two full working days before you begin excavation. ARIZONA 811 ArizonaBlueStake, Inc. (928-5348) Or 8-1-1 or 1-800-STATE-11 (928-5348)																															
DRAWING NO. OV01										SHT NO. 3 OF 9																					

FLAGSTAFF
ARIZONA

JUNIPER POINT - PARCEL 2

PLAT OVERVIEW



Basin ID	Existing Basin Area (sf)	Proposed Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	LID Required Depth (ft)	
						Required LID Volume (cf)	0.0833
B1	291,727	147,610	0	0	0	0	
B2	1,195,776	1,289,243	0	240,165	240,165	20,014	
B3	500,732	241,776	0	148,340	148,340	12,362	
B4	58,291	58,291	39,752	0	39,752	3,313	

Notes:
 1. Gross required 1" LID volume is for impervious area including proposed streets (internal roadways and Lone Tree to P3), 1/2 JWP ROW along frontage, sidewalks, and lots.

NOTES:
 1. EASEMENTS THAT ARE WITHIN FUTURE PARCEL 3 ROW WILL BE ABANDONED ONCE THE PARCEL 3 ROW IS DEDICATED.
 2. STREET LIGHTS SHALL BE PLACED EVERY 250' DOUBLE SIDED ALONG LONE TREE RD, AND EVERY 500' SINGLE SIDED ALONG ALL LOCAL STREETS.
 3. FIRE HYDRANT SPACING IS AS FOLLOWS:
 3.1. FROM HYDRANT #1 TO HYDRANT #2 IS APPROXIMATELY 450 FT
 3.2. FROM HYDRANT #2 TO HYDRANT #3 IS APPROXIMATELY 470 FT
 3.3. FROM HYDRANT #3 TO HYDRANT #4 IS APPROXIMATELY 480 FT
 3.4. FROM HYDRANT #4 TO HYDRANT #5 IS APPROXIMATELY 270 FT
 3.5. FROM HYDRANT #4 TO EXISTING HYDRANT #6 IS APPROXIMATELY 350 FT
 3.6. FROM HYDRANT #4 TO EXISTING HYDRANT #7 IS APPROXIMATELY 480 FT
 3.7. FROM EXISTING HYDRANT #8 TO EXISTING HYDRANT #9 IS APPROXIMATELY 830 FT
 3.8. FROM HYDRANT #1 TO HYDRANT #9 IS APPROXIMATELY 120 FT
 3.9. FROM HYDRANT #9 TO HYDRANT #10 IS APPROXIMATELY 500 FT
 3.10. FROM HYDRANT #10 TO HYDRANT #11 IS APPROXIMATELY 500 FT
 3.11. FROM HYDRANT #11 TO EXISTING HYDRANT #10 IS APPROXIMATELY 380 FT AND APPROXIMATELY 110 FT TO HYDRANT #3

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES4	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD3)	STOPPING SIGHT DISTANCE (SSD)
D1	LONE TREE RD	Right	40	6.5	Yes	No	1	6.5	385	305
D2	LONE TREE RD	Left	40	7.5	Yes	Yes	4	9.0	529	305

- Notes:
- (1) The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
 - (2) The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
 - (3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: ISD=1.47*VMAJOR*tg
 - (4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
 - (5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

PRELIMINARY
 NOT FOR CONSTRUCTION,
 BIDDING OR RECORDING

PRELIMINARY
 NOT FOR CONSTRUCTION,
 BIDDING OR RECORDING

SCALE 1" = 60'
 0 30 60

ARIZONA 811
 Call at least two full working days before you begin excavation.
 800-841-1 or 1-800-546-1111 (722-5348)

FLAGSTAFF ARIZONA

JUNIPER POINT - PARCEL 2

PRELIMINARY PLAT (1)

JOB NO: 222418
 DATE: FEB 24
 SCALE: AS SHOWN
 DRAWN: JEE
 DESIGN: JEE/KMF
 CHECKED: SCI

110 W. Dole Avenue
 Flagstaff, AZ 86001
 928.774.8334
 928.774.8334 fax
 www.swiwoz.com

TRACT D PARCEL 1 AT JUNIPER POINT FINAL PLAT INST. NO. 3947078

Shepard Wesnitzen, Inc.
 An ARDURRA Company

NO.	DESCRIPTION	DATE	BY

DRAWING NO. PP01
 SHT NO. 4 OF 9

LINE TABLE with columns: LINE #, LENGTH, DIRECTION. Contains 65 line items (L1-L65).

LINE TABLE with columns: LINE #, LENGTH, DIRECTION. Contains 65 line items (L66-L130).

LINE TABLE with columns: LINE #, LENGTH, DIRECTION. Contains 65 line items (L131-L195).

LINE TABLE with columns: LINE #, LENGTH, DIRECTION. Contains 65 line items (L196-L260).

CURVE TABLE with columns: CURVE #, LENGTH, RADIUS, DELTA. Contains 65 curve items (C1-C65).

CURVE TABLE with columns: CURVE #, LENGTH, RADIUS, DELTA. Contains 4 curve items (C66-C69).

FLAGSTAFF ARIZONA JUNIPER POINT - PARCEL 2 PRELIMINARY PLAT (2)

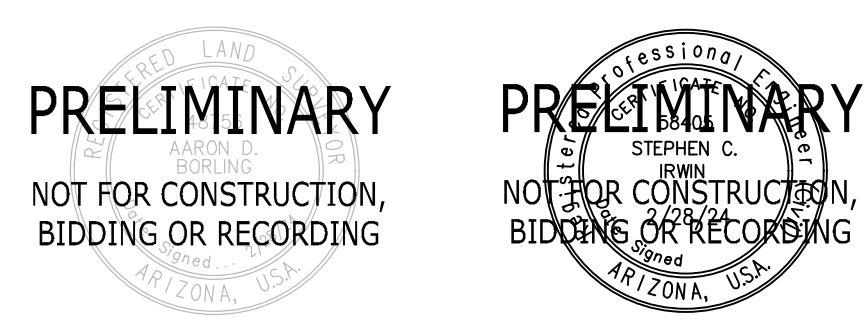
JOB NO.: 222418 DATE: FEB 24 SCALE: AS SHOWN DRAWN: JEE/JNF CHECKED: SCI

110 W. Dole Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swigz.com

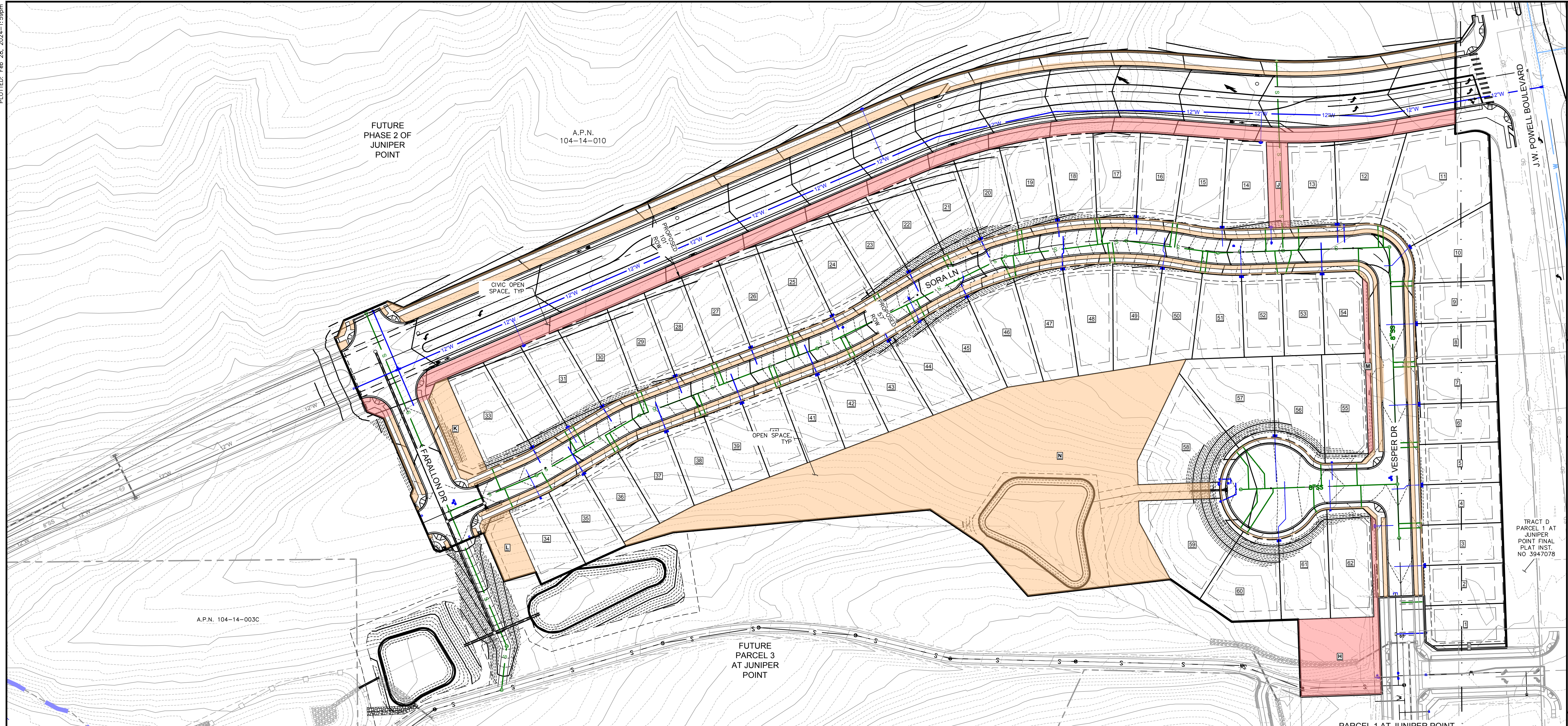


REVISIONS table with columns: NO., DESCRIPTION, DATE, BY.

Call at least two full working days before you begin excavation. ARIZONA 811 ARIZONA BlueStake, Inc. (928-5348) 088 8-1-1 or 1-800-STAKE-11 (928-5348) DRAWING NO. PP02 SHT NO. 5 OF 9



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 PLOTTED: Feb 28, 2024 - 1:59pm



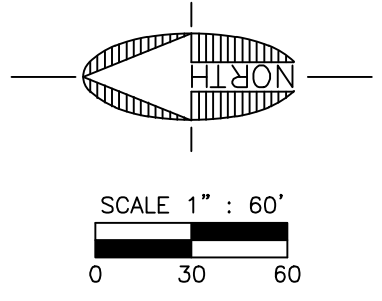
LEGEND

	CIVIC OPEN SPACE
	OPEN SPACE

Preliminary Plat Open Space Analysis

Total Area of Parcel 2 Subdivision (sf)	763,616
Required Open Space (sf) (15%)	114,542
Required Civic Open Space (5%)	38,181
Provided Open Space (sf)	134,650
Provided Civic Open Space	39,165

1. Open Space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-40.30.30.



PRELIMINARY
 NOT FOR CONSTRUCTION,
 BIDDING OR RECORDING

PRELIMINARY
 NOT FOR CONSTRUCTION,
 BIDDING OR RECORDING

JOB NO: 22218
 DATE: FEB 24
 SCALE: AS SHOWN
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 DESIGN: JEE/KMF
 CHECKED: SCI

110 W. Dole Avenue
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TRACT D
 PARCEL 1 AT
 JUNIPER
 POINT FINAL
 PLAT INST.
 NO. 3947078

FLAGSTAFF
 ARIZONA

JUNIPER POINT - PARCEL 2

OS1

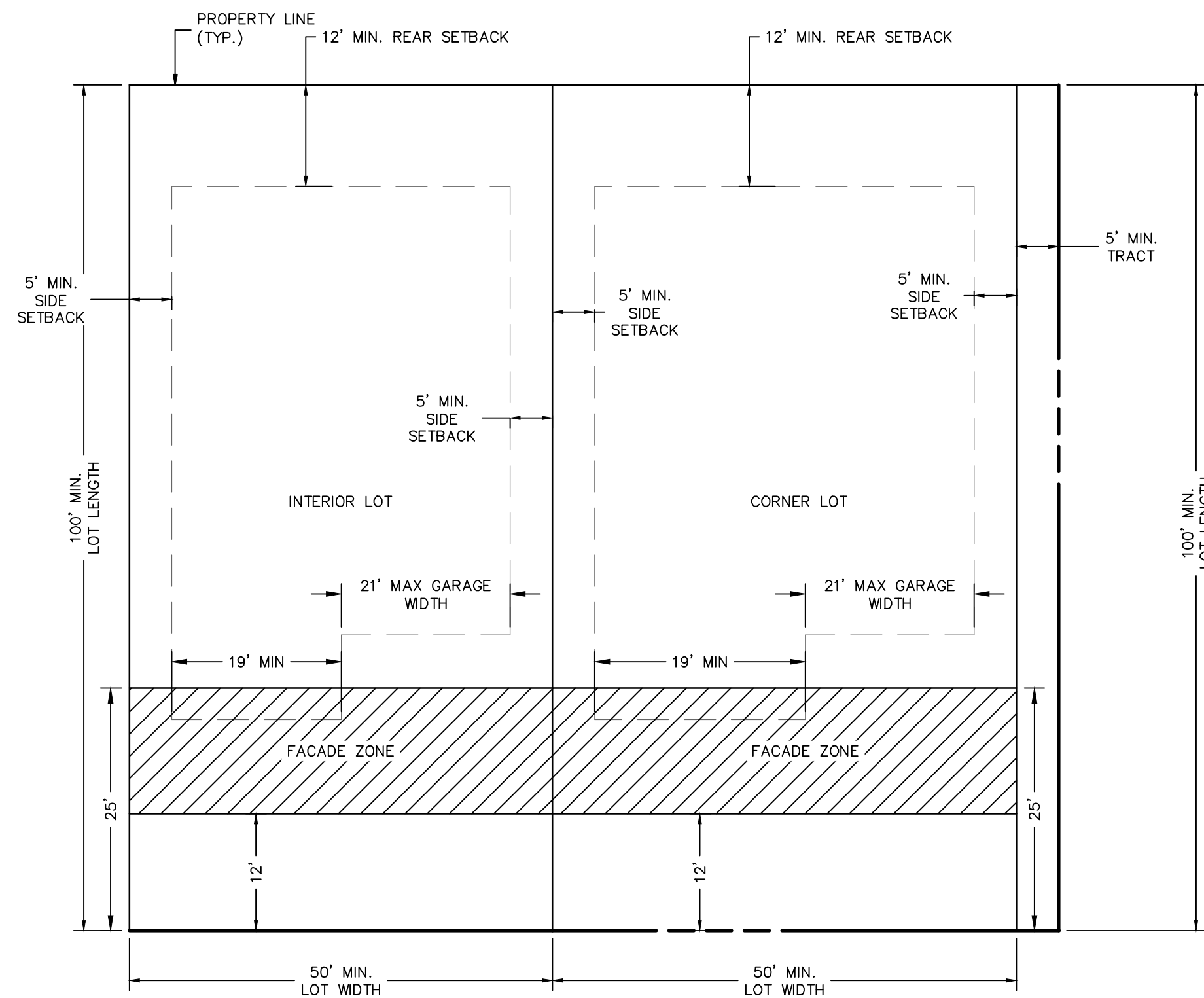
DRAWING NO.
 SHT NO. OF
 6 9

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
ARIZONA811
 ArizonaBlueStake, Inc. (928-5348)
 808 8-1-1 or 1-800-STAKE-11 (928-5348)

SMI
 Shepard Wesnitzen, Inc.
 An ARDURRA Company

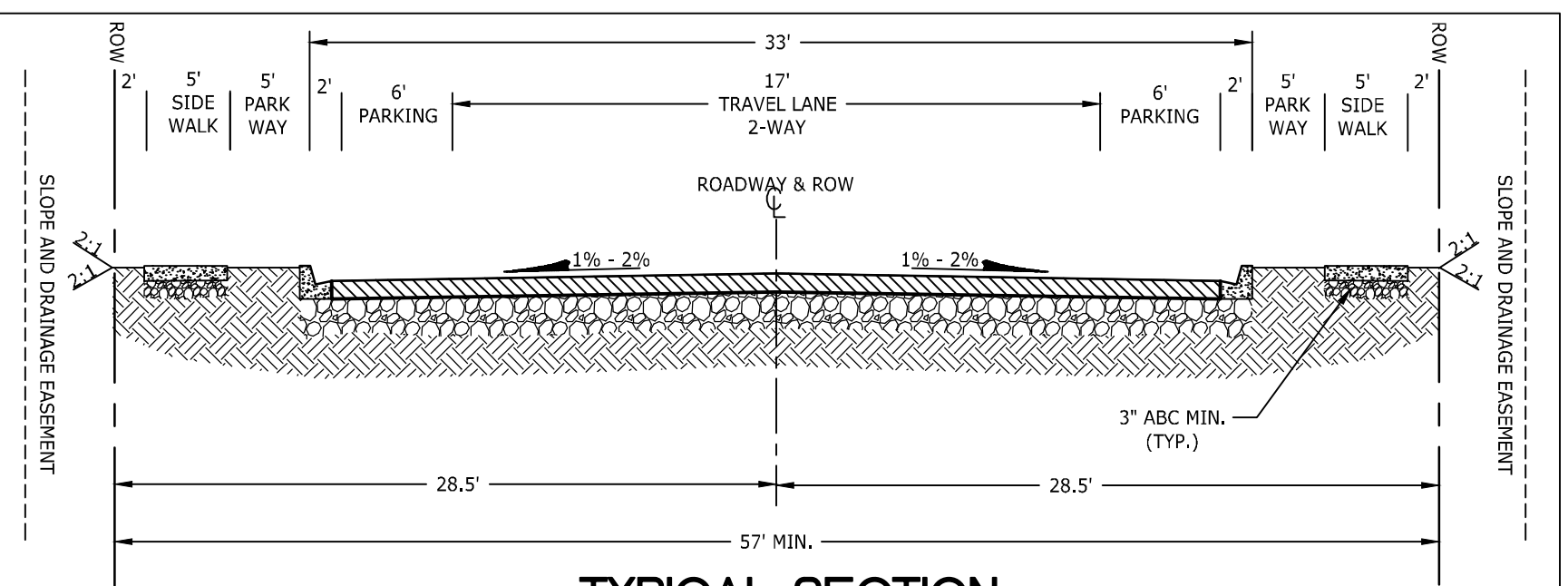


- LOT PROVISIONS:**
- NOMINAL LOT AREA TO BE MIN. 5,000 SF, TYPICAL 50'X100' LOTS.
 - LOT WIDTH IS 50 FT AT FRONT SETBACK LINE.
 - MAXIMUM ALLOWABLE LOT COVERAGE IS 50%.
 - PER TRANSECT T3N2 AT LEAST 50% OF THE WIDTH OF THE HOUSE IS IN THE FACADE ZONE. ON 50' WIDE LOTS THE MINIMUM FACADE WIDTH IS 19'.
 - ALLOWABLE FRONTAGE TYPES PER TRANSECT T3N2: PORCH (ENGAGED, INTEGRAL, PROJECTING) AND COMMON YARD.
 - MINIMUM 10' GARAGE SETBACK FROM FRONT OF HOME.
 - MAXIMUM 21' GARAGE WIDTH.
 - PROVIDE A MINIMUM OF 2 PARKING SPACES PER LOT.
 - GROUND FINISH FLOOR LEVEL MAY BE LOWER THAN SIDEWALK GRADE AND 12" ABOVE SURROUNDING GRADE PROVIDING POSITIVE STORMWATER FLOW AWAY FROM THE HOME.
 - THE FRONT OF THE HOUSE MAY BE LOCATED OUTSIDE OF THE FRONT FACADE ZONE TO PRESERVE TREE RESOURCES, TO BE EVALUATED ON A CASE BY CASE BASIS.
 - CORNER LOTS ARE ADJACENT TO 5' WIDE (MIN.) TRACTS WHICH ALLOWS FOR 5' WIDE SIDE SETBACKS FOR THE LOT.
 - PRIVATE OPEN SPACE TO HAVE 20' MINIMUM WIDTH AND DEPTH. NOTHING CAN BE CONSTRUCTED WITHIN THIS AREA.

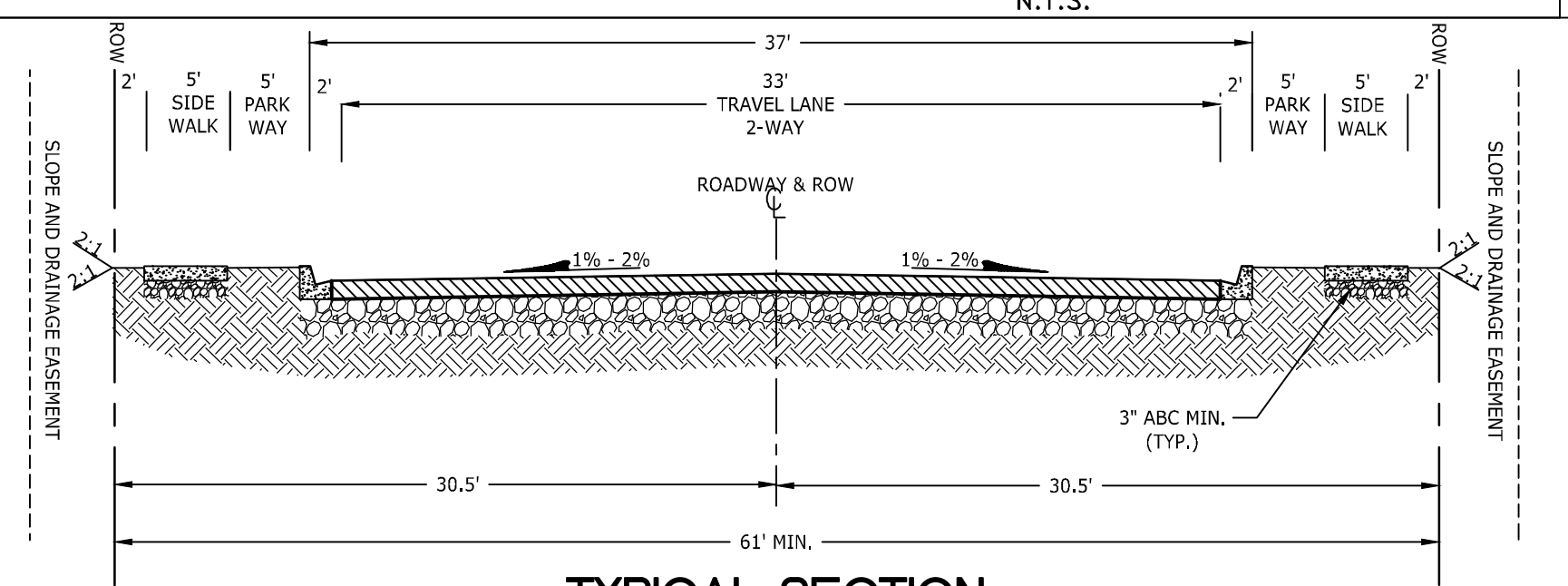
PARCEL 2 AT JUNIPER POINT SINGLE FAMILY HOME
N.T.S.

LOT #	SQUARE FEET	ACRES
1	4,981.57	0.11
2	5,000.00	0.11
3	5,000.00	0.11
4	5,000.00	0.11
5	5,000.00	0.11
6	5,000.00	0.11
7	5,000.00	0.11
8	5,000.00	0.11
9	4,999.97	0.11
10	7,241.97	0.17
11	14,392.80	0.33
12	7,607.20	0.17
13	6,083.70	0.14
14	5,859.30	0.13
15	5,884.07	0.14
16	5,755.29	0.13
17	5,711.14	0.13
18	5,684.29	0.13
19	5,660.48	0.13
20	5,639.93	0.13
21	5,623.88	0.13
22	5,720.99	0.13
23	5,646.82	0.13
24	6,399.48	0.15
25	6,441.16	0.15
26	5,880.53	0.13
27	5,763.83	0.13
28	5,647.14	0.13
29	5,530.44	0.13
30	6,265.86	0.14
31	5,717.83	0.13
32	6,063.37	0.14
33	6,878.98	0.16
34	5,755.41	0.13
35	5,340.96	0.12
36	5,065.48	0.12
37	5,827.00	0.13
38	5,000.00	0.11
39	5,000.00	0.11
40	5,000.00	0.11
41	5,000.00	0.11
42	5,354.36	0.12
43	5,672.96	0.13
44	5,836.69	0.13
45	6,518.12	0.15
46	6,927.06	0.16
47	7,175.62	0.16
48	7,154.40	0.16
49	6,860.03	0.16
50	5,781.69	0.13
51	5,867.01	0.13
52	5,100.02	0.12
53	5,100.00	0.12
54	5,059.31	0.12
55	7,252.06	0.17
56	7,080.12	0.16
57	9,159.20	0.21
58	10,272.95	0.24
59	10,225.77	0.23
60	7,920.48	0.18
61	7,034.48	0.16
62	7,252.19	0.17

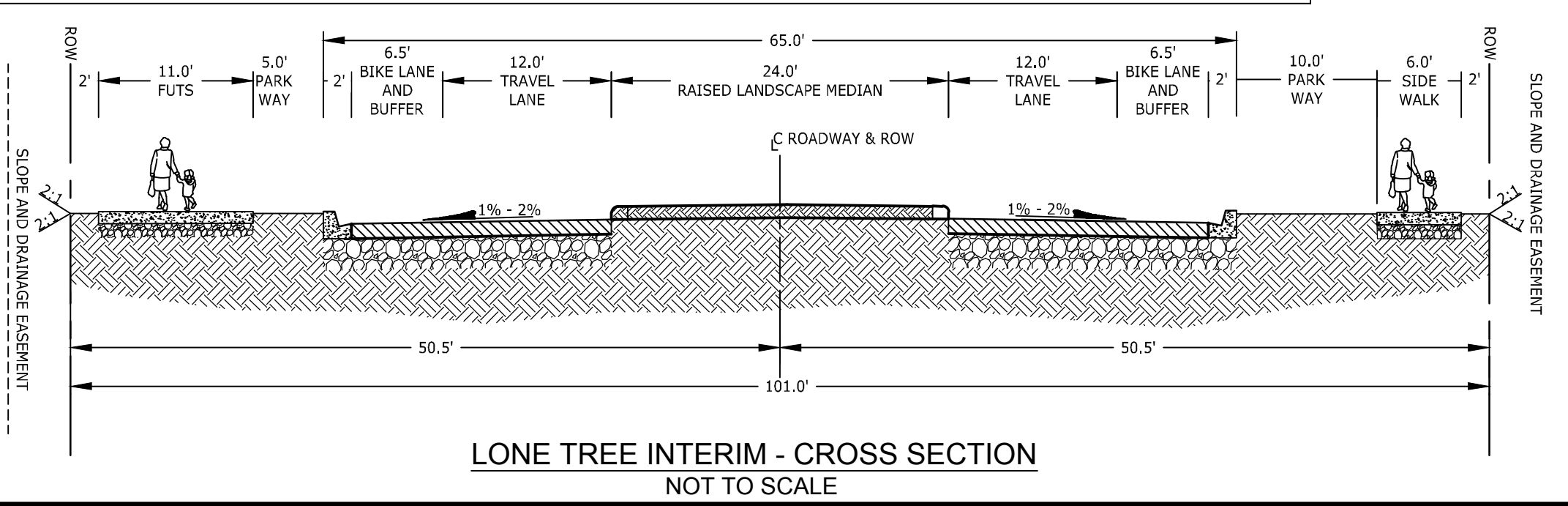
TRACT	SQUARE FEET	ACRES
H	10,314	0.24
I	447	0.01
J	2,754	0.06
K	3,714	0.09
L	3,128	0.07
M	1,273	0.03
N	88,261	2.03
ROW	269,334	6.18



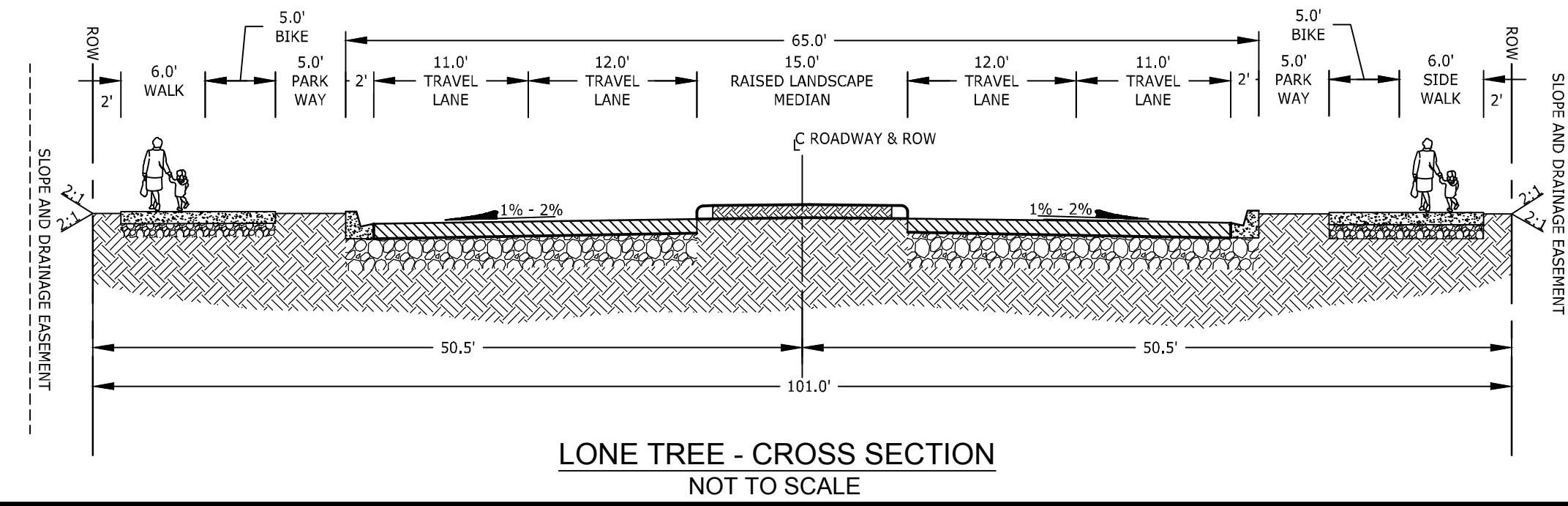
TYPICAL SECTION
RESIDENTIAL LOCAL (COF 10-09-038)
N.T.S.



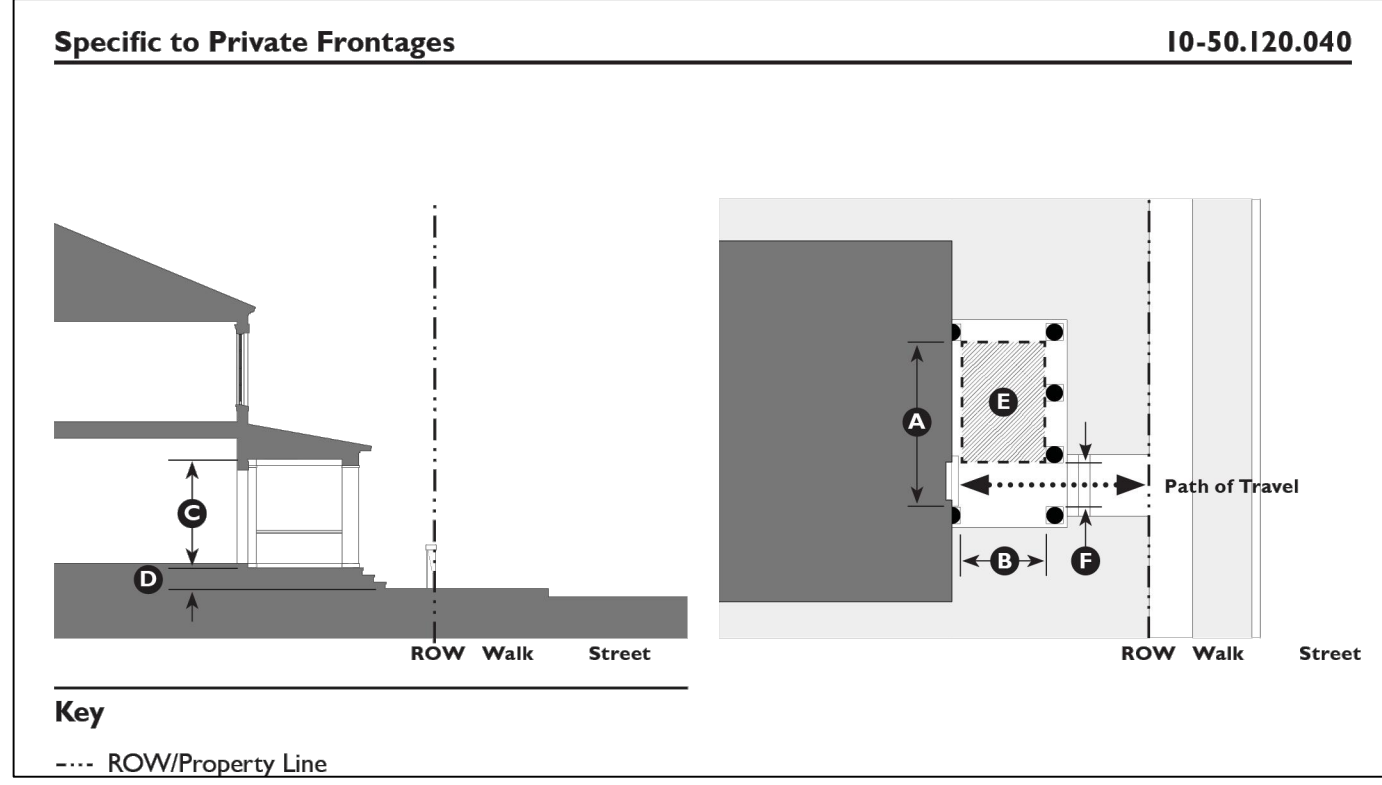
TYPICAL SECTION
RESIDENTIAL LOCAL "WIDE" (COF 10-09-037)
N.T.S.



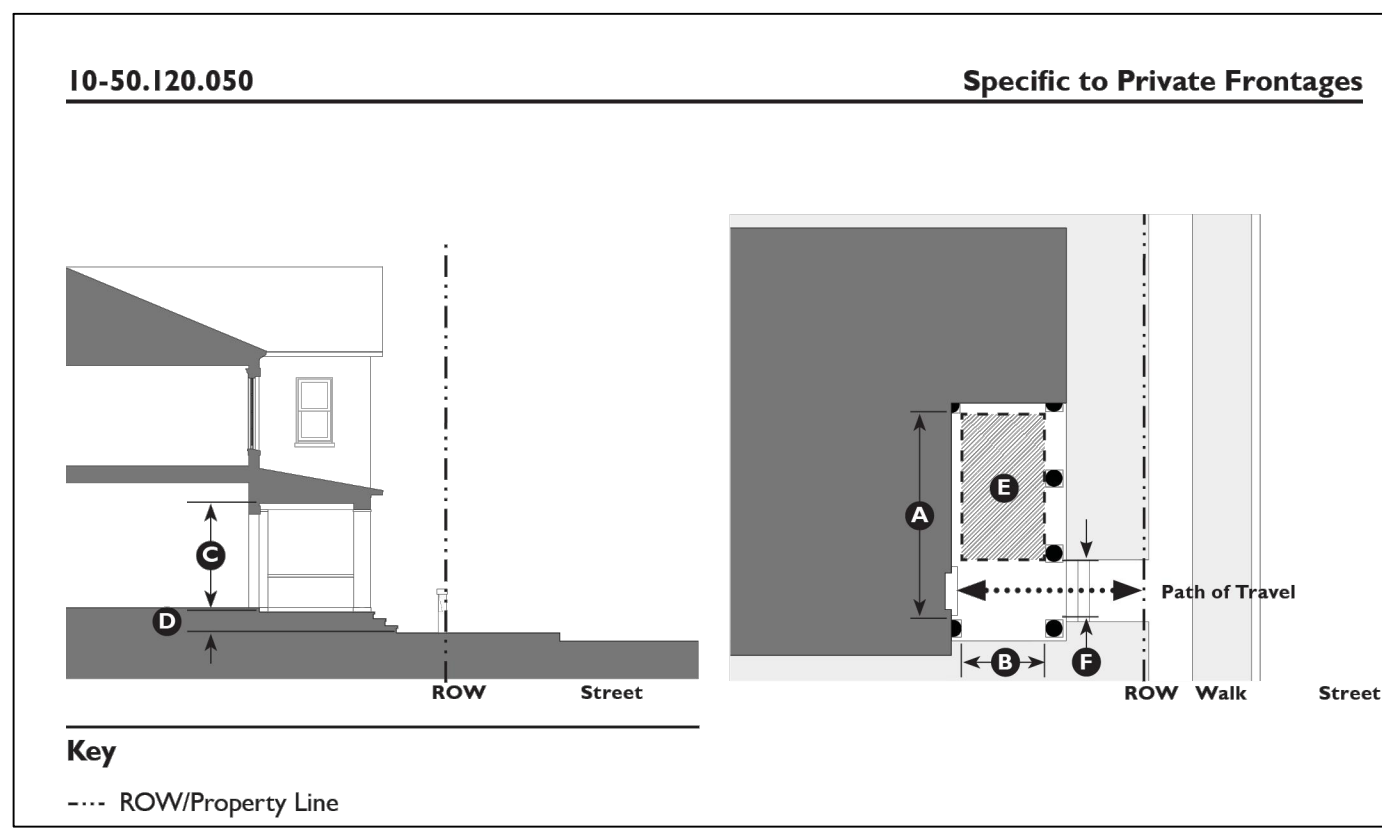
LONE TREE INTERIM - CROSS SECTION
NOT TO SCALE



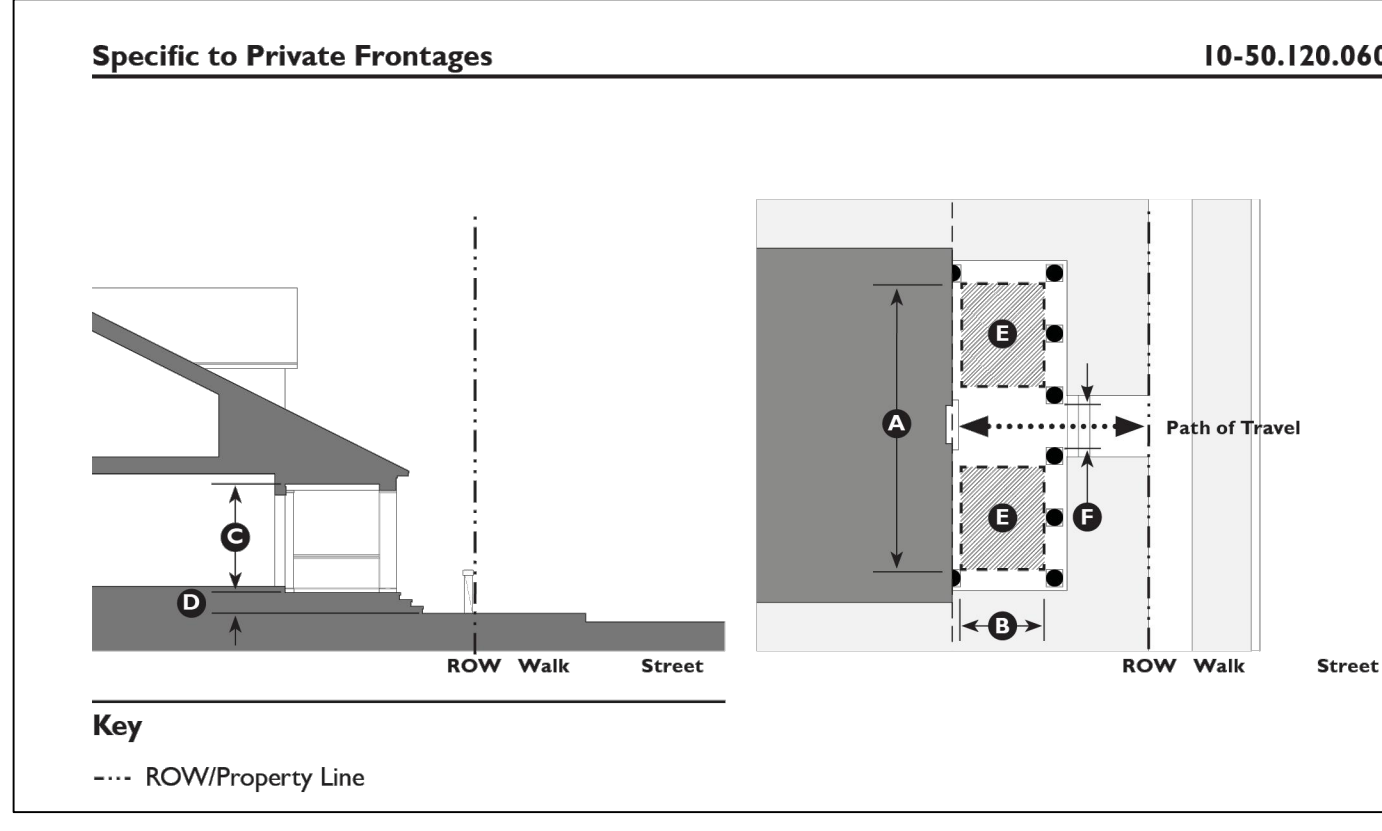
LONE TREE - CROSS SECTION
NOT TO SCALE



10-50.120.040 Specific to Private Frontages



10-50.120.050 Specific to Private Frontages



10-50.120.060 Specific to Private Frontages

10-50.120.040 Porch: Projecting

A. Description
The main façade of the building typically has a small to medium setback from the property line. The resulting front yard is typically very small and may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch is open on three sides and has a roof form that is separate from the main house, making it possible to remove the porch roof without making major changes to the overall roof form.

B. Size

Width, Clear	10' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Height	2 stories max.	D
Finish Level above Sidewalk ¹	18" min.	E
Furniture Area, Clear	4' x 6' min.	F
Path of Travel	3' wide min.	F

End Note
¹ Not required in non-transect zones.

C. Miscellaneous
Projecting porches are open on three sides and must have a roof.
In transect zones where both porches and encroachments are allowed, a porch is an allowable encroaching element.

Flagstaff Zoning Code 50.120-5

Full-length projecting porch with stairs perpendicular to street.

Partial-length projecting porch with stairs parallel to street.

10-50.120.050 Porch: Engaged

A. Description
The main façade of the building has a small setback from the property line. The resulting front yard is typically very small and may be undefined or defined by a fence or hedge to spatially maintain the edge of the street. An engaged porch has a separate roof form from the main body of the house, making it possible to remove the porch roof without making major changes to the overall roof form. The porch is partially or fully enclosed on two sides and has a roof.

B. Size

Width, Clear	10' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Height	2 stories max.	D
Finish Level above Sidewalk ¹	18" min.	E
Furniture Area, Clear	4' x 6' min.	F
Path of Travel	3' wide min.	F

End Note
¹ Not required in non-transect zones.

C. Miscellaneous
Engaged porches must be open on at least two sides and have a roof.
In transect zones where both porches and encroachments are allowed, a porch is an allowable encroaching element.

Flagstaff Zoning Code 50.120-6

Engaged porch as an attached element.

Engaged porch as an attached element.

10-50.120.060 Porch: Integral

A. Description
The main façade of the building has a small setback from the property line. The resulting front yard is typically very small and may be undefined or defined by a fence or hedge to spatially maintain the edge of the street. An integral porch is open on one, two, or three sides and is part of the overall massing and roof form of the building, making it impossible to remove the porch without major changes to the overall roof form.

B. Size

Width, Clear	10' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Height	2 stories max.	D
Finish Level above Sidewalk ¹	18" min.	E
Furniture Area, Clear	4' x 6' min.	F
Path of Travel	3' wide min.	F

End Note
¹ Not required in non-transect zones.

C. Miscellaneous
Integral porches must be open on at least two sides and have a roof.
In transect zones where both porches and encroachments are allowed, a porch is an allowable encroaching element.

Flagstaff Zoning Code 50.120-7

Partial-length integral porch.

Full-length integral porch integrated into the overall massing.

PLOTTED: Feb 28, 2024 - 2:00pm

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STEEP SLOPE RESOURCES - PARCEL 2	
REQUIRED PRESERVATION RATE FOR 17-24.99%	RESIDENTIAL
SLOPE AREA (SF) FOR 17-24.99%	70% OF SLOPE AREA
REQUIRED PRESERVATION (SF)	153,789
PRESERVED SLOPE (SF)	107,652
ACTUAL PRESERVATION RATE WITHIN PARCEL 2	48,254
EXCESS PRESERVED SLOPE FOR 17-24.99% (SF)	31.4%
SLOPE RESOURCES USED FROM RESOURCE BANK ₂	0
STEEP SLOPE RESOURCES 25-34.99%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR 25-34.99%	80% OF SLOPE AREA
SLOPE AREA (SF) FOR 24.99-34.99%	5,559
REQUIRED PRESERVATION (SF)	4,447
PRESERVED SLOPE (SF)	4,313
ACTUAL PRESERVATION RATE WITHIN PARCEL 2	77.6%
EXCESS PRESERVED SLOPE FOR 25-34.99% (SF)	0
SLOPE RESOURCES USED FROM RESOURCE BANK ₂	134
STEEP SLOPE RESOURCES >35%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR >35%	100% OF SLOPE AREA
SLOPE AREA (SF) FOR >35%	0
REQUIRED PRESERVATION (SF)	0
PRESERVED SLOPE (SF)	0
ACTUAL PRESERVATION RATE WITHIN PARCEL 2	N/A
EXCESS PRESERVED SLOPE FOR >35% (SF)	0
TOTAL SLOPE RESOURCES	RESIDENTIAL
TOTAL EXCESS PRESERVED SLOPE AREA (SF) ₁	0

Note:

- Excess preserved slope for Parcel 2 only. No excess slope preserved.
- The Slope Resource Bank is the Slope Area within the Juniper Point development south of Bow and Arrow Wash. A withdrawal in the form of Slope Area from the Resource Bank means that this number of square feet of slope cannot be used toward slope preservation during future development of Juniper Point.
- Per City Zoning Code Section 10-50.90.020, "resource calculation standards for slope, floodplain, and forest resources do not apply to the area within public right-of-way of existing or proposed major or minor aerial roads." Lone Tree Road is classified as a Minor Arterial Roadway based on the City Regional Plan; therefore, resource calculation standards will not apply within the proposed Lone Tree right-of-way and/or grading limits whichever is greater.

FOREST RESOURCES - PARCEL 2	
REQUIRED PRESERVATION RATE	RESIDENTIAL
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES	50% OF CANOPY AREA
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES (SF)	233,514
REQUIRED PRESERVED TREE CANOPY AREA (SF)	116,757
PRESERVED TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES (SF)	13,474
PRESERVATION RATE (PRIOR TO SLOPE CONVERSION AND SLOPE TREES)	5.8%
EXCESS PRESERVED SLOPE CONVERSION TO TREE CANOPY AREA	RESIDENTIAL
EXCESS PRESERVED SLOPE AREA (SF) ₃	0
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF ₁	0
AVERAGE TREE CANOPY AREA (SF)	79
CONVERSION OF EXCESS SLOPE AREA TO TREE CANOPY AREA(SF)	0
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES	RESIDENTIAL
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES (SF)	32,884
CONVERSION OF TREE CANOPY AREA WITHIN SLOPE TO EVERY 50 SF ₂	658
AVERAGE TREE CANOPY AREA (SF)	79
CONVERSION OF TREE CANOPY AREA WITHIN SLOPES TO AVERAGE TREE CANOPY (SF)	51,654
25% OF TREE CANOPY WITHIN SLOPE RESOURCES (SF)	12,913
TOTAL FOREST RESOURCES	RESIDENTIAL
TOTAL TREE CANOPY AREA PRESERVED (SF)	26,388
TOTAL PRESERVATION RATE WITHIN PARCEL 2	11.3%
TREE RESOURCES USED FROM TREE BANK ₄	90,369
TOTAL PRESERVATION RATE PARCEL 2 INCLUDING USE OF TREE BANK	50.0%

Note:

- Per City Zoning Code Section 10-50.90.050.C.4, for every 50 sf of additional slope area that is determined to be protected over and above the minimum required in this section, then 1 tree point or 79 sf of tree canopy area will be credited toward the minimum required forest resources.
- Per City Zoning Code Section 10-50.90.060.B.4(b), up to 25% of the forest resources in the steep slope area may be counted towards the required amount of forest resources for the entire site at a ratio of 1 tree point (or 79 sf of tree canopy area) to 50 sf of slope area.
- Area of sloped areas preserved for the subject parcel above the required preservation rate for the different categories of slopes. See separate table for this calculation.
- The Tree Resource Bank is the Total Tree Canopy Area within the Juniper Point development south of Bow and Arrow Wash. A withdrawal in the form of Tree Canopy Area from the Resource Bank means that this number of square feet of tree canopy cannot be used toward tree preservation during future development of Juniper Point.
- Per City Zoning Code Section 10-50.90.020, "resource calculation standards for slope, floodplain, and forest resources do not apply to the area within public right-of-way of existing or proposed major or minor aerial roads." Lone Tree Road is classified as a Minor Arterial Roadway based on the City Regional Plan; therefore, resource calculation standards will not apply within the proposed Lone Tree right-of-way and/or grading limits whichever is greater.

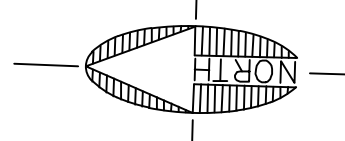
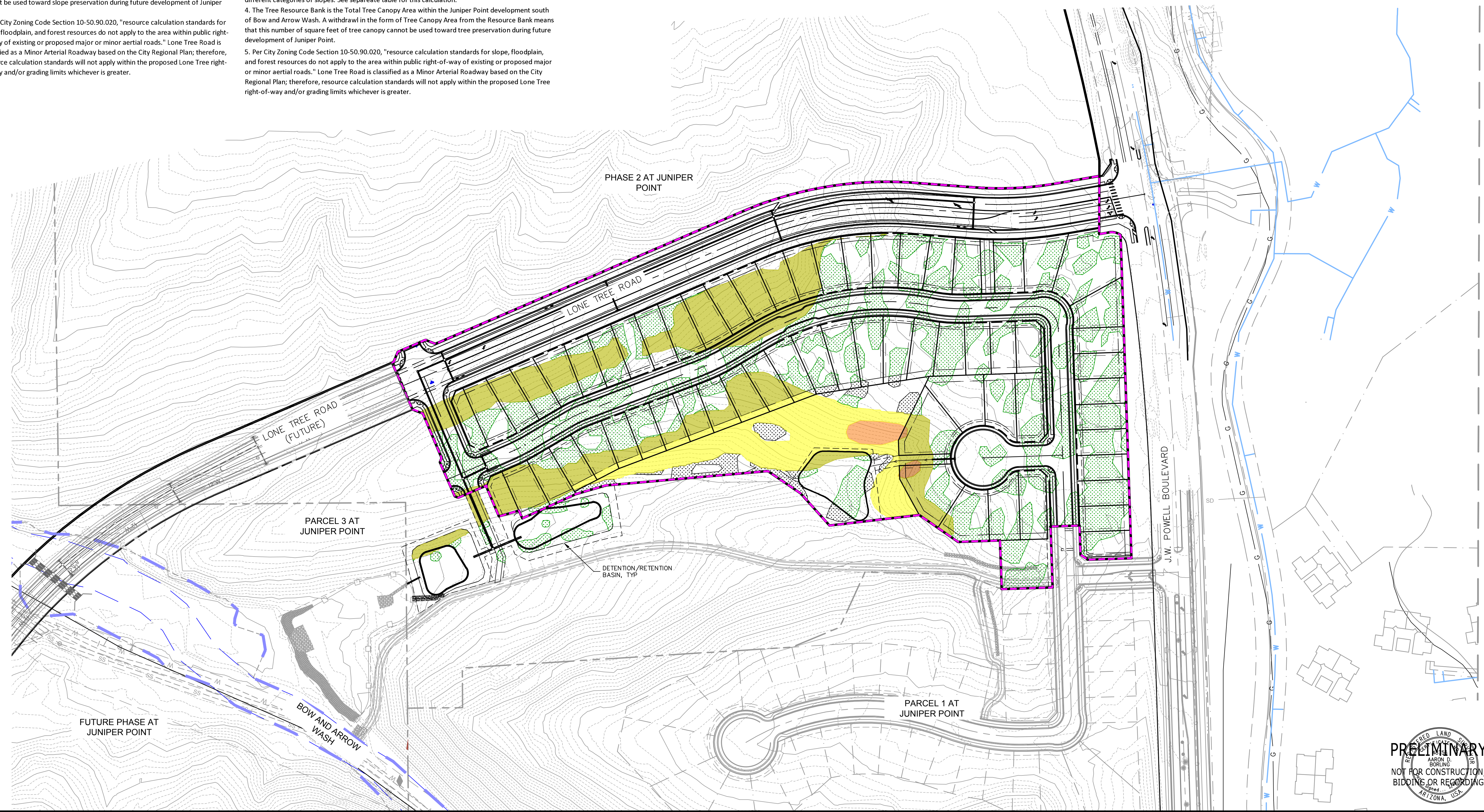
RESOURCE BANK FOR JUNIPER POINT					
	TOTAL AVAILABLE WITHIN JP PHASE 2	PARCEL 1	PARCEL 2	REMAINING AVAILABLE WITHIN JP PHASE 2	% PRESERVATION WITHIN JP PHASE 2
SLOPE AREA (SF) FOR 17-24.99%	1,570,969	535	-59,398	1,512,106	96.3%
SLOPE AREA (SF) FOR 24.99-34.99%	765,398	6,166	-134	771,430	100.8%
SLOPE AREA (SF) FOR >35%	275,109	0	0	275,109	100.0%
TREE CANOPY AREA (SF)	2,050,832	35,124	-90,369	1,995,587	97.3%

Note:

- The table shows all natural resources for Juniper Point for Phase 2 (184.94 ac) and the excess (green)/shortage (red) of resources from Phase 1 (Parcels 1-2). The shortage of natural resources within Parcels 1-2 is subtracted from the natural resources available within Phase 2. The values credited to the development the subject parcel are noted in the tables to 2. A preservation rate above 100% indicates excess resources were preserved within Phase 1 of the development which can be credited to Phase 2.

LEGEND

- PRESERVED TREE CANOPY
- DISTURBED TREE CANOPY
- EXISTING SLOPE 17-24.99%
- DISTURBED SLOPE 17-24.99%
- EXISTING SLOPE 25-34.99%
- DISTURBED SLOPE 17-24.99%
- EXISTING SLOPE >35%
- DISTURBED SLOPE 25-34.99%
- PARCEL 2 BOUNDARY



SCALE 1" = 100'
0 50 100



FLAGSTAFF ARIZONA
PARCEL 2 AT JUNIPER POINT
PRELIMINARY NRPP - PARCEL 2

JOB NO: 222418
DATE: FEB 24
SCALE: AS SHOWN
DESIGN: JEE/KHF
CHECKED: SCI

110 W. Dole Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swi.co.com



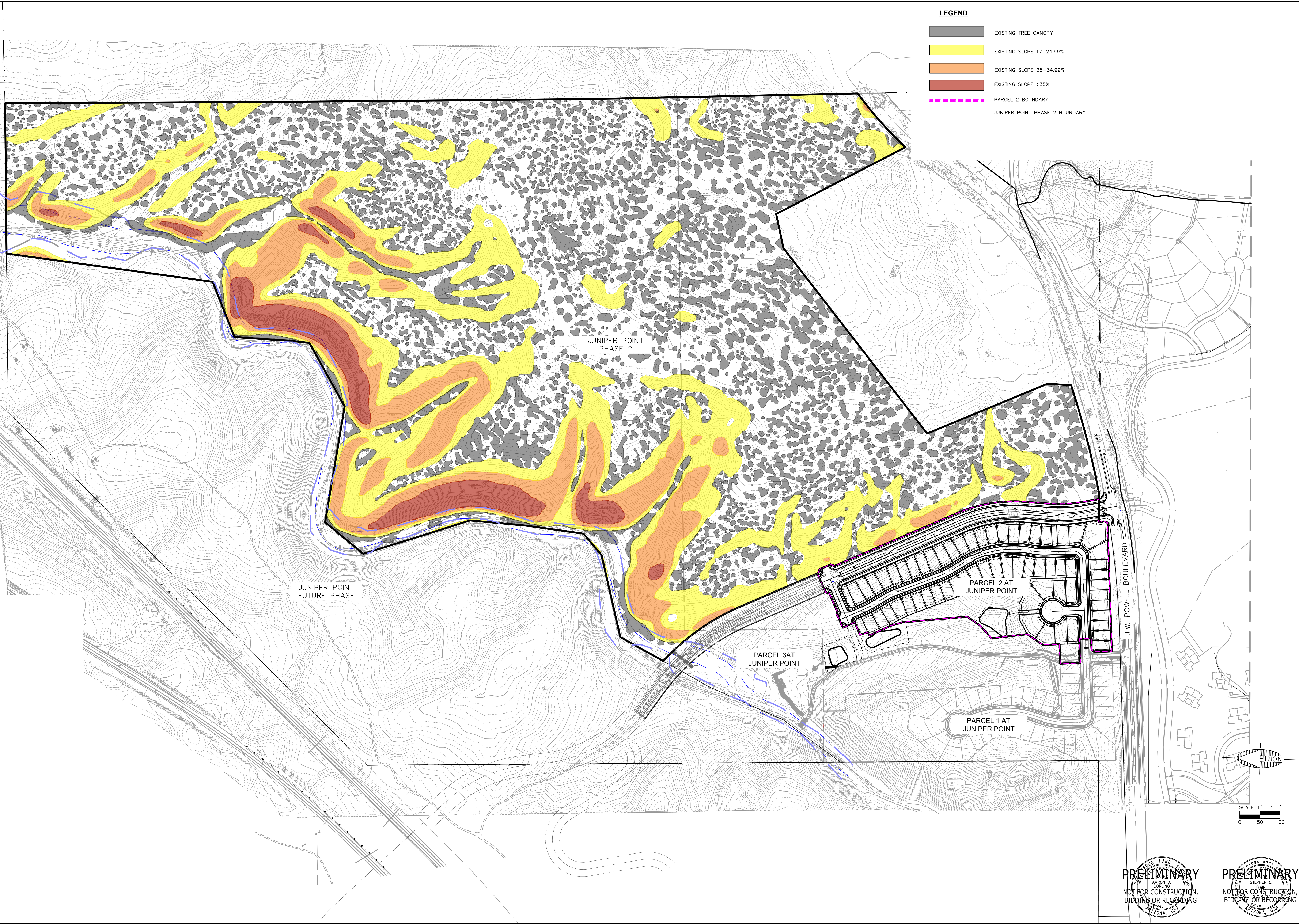
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
ARIZONA811
ArizonaBlueStake, Inc.
088 84-11 or 1-800-514-1111 (722-5348)

DRAWING NO. NRPP1
SHT NO. 8 OF 9

PLOTTED: Feb 28, 2024 - 2:00pm

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LEGEND

- EXISTING TREE CANOPY
- EXISTING SLOPE 17-24.99%
- EXISTING SLOPE 25-34.99%
- EXISTING SLOPE >35%
- PARCEL 2 BOUNDARY
- JUNIPER POINT PHASE 2 BOUNDARY

 Shepherd Wesnitzen Inc An ARDURRA Company		110 W. Dole Avenue Flagstaff, AZ 86001 928.774.0354 928.774.8934 fax www.swiqz.com	JOB NO: 22218 DATE: FEB 24 SCALE: AS SHOWN DRAWN: JEE DESIGN: JEE/KMF CHECKED: SCI	PARCEL 2 AT JUNIPER POINT PRELIMINARY NRPP - PARCEL 2
NO.	DESCRIPTION	DATE	BY	

Call at least two full working days before you begin excavation.

ARIZONA 811
ArizonaBlueStake, Inc.
088 8-1-1 or 1-800-541-1111 (722-5348)

SCALE 1" = 100'

Call at least two full working days before you begin excavation.

PRELIMINARY
AARON D. BORLING
Professional Engineer
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
ARIZONA, USA

Call at least two full working days before you begin excavation.

PRELIMINARY
STEPHEN C. SWILL
Professional Engineer
NOT FOR CONSTRUCTION, BIDDING OR RECORDING
ARIZONA, USA

DRAWING NO.
NRPP2

SHT NO. 8 OF 9



Shephard **▲** Wesnitzer, Inc.

An **ARDURRA** Company

110 West Dale Avenue, Suite 1
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Engineering an environment of excellence

March 10, 2023

Job #22120

PROJECT: Parcel 2 at Juniper Point

UTILITY CONFLICT LETTER

TO: Altice USA

Sanford Yazzie
1601 S. Plaza Way
Flagstaff, AZ 86001

FROM: Shephard-Wesnitzer, Inc., an Ardurra Company (SWI)

Kayla Fleishman
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff subdivision development process, we have enclosed the Preliminary Plat for the Juniper Point – Parcel 2 development prepared by Shephard-Wesnitzer, Inc. The site is situated on the north side of J.W. Powell Boulevard.

Note that this is currently an undeveloped area with few or no anticipated conflicts. Please keep in mind while reviewing how future service could be provided to the proposed site. Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing Altice USA utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

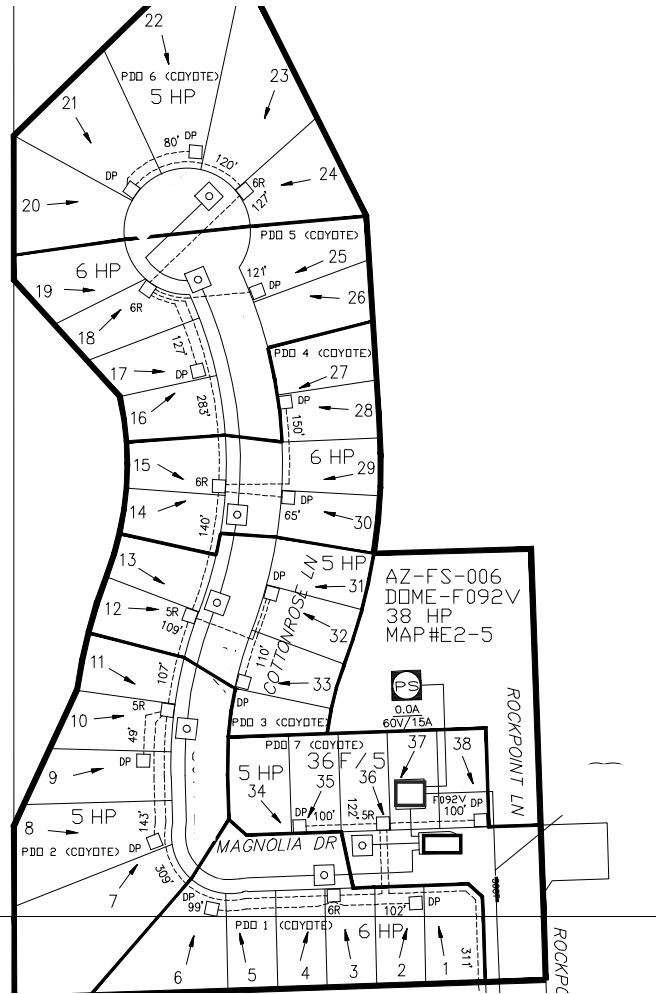
- APPROVED without comment and map provided.
 - APPROVED with comment, as follows, and map provided.
 - NOT APPROVED with comment, as follows.
-
-
-
-

SIGNED: Jason Quinlan
AGENCY: Optimum Communications

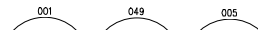
TITLE: Consturction
DATE: 3/10/2023

110 W. Dale Ave. Phone #: 928-773-0354 Email: kfleishman@ardurra.com
Flagstaff, AZ 86001

PRELIMINARY
NOT FOR
CONSTRUCTION



006		010	
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6LE97\31		60NA29\48	
36CT	29.4	32.1	28.4
7110'	26.1	28.4	21.1





Shephard **▲** Wesnitzer, Inc.

An **ARDURRA** Company

110 West Dale Avenue, Suite 1
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Engineering an environment of excellence

March 10, 2023

Job #22120

PROJECT: Parcel 2 at Juniper Point

UTILITY CONFLICT LETTER

TO: Arizona Public Service (APS)

FROM: Shephard-Wesnitzer, Inc., an Ardurra Company (SWI)

Chad Brooks
2200 E. Huntington Dr.
Flagstaff, AZ 86004

Kayla Fleishman
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff subdivision development process, we have enclosed the Preliminary Plat for the Juniper Point – Parcel 2 development prepared by Shephard-Wesnitzer, Inc. The site is situated on the north side of J.W. Powell Boulevard.

Note that this is currently an undeveloped area with few or no anticipated conflicts. Please keep in mind while reviewing how future service could be provided to the proposed site. Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing APS utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

- APPROVED without comment and map provided.
 APPROVED with comment, as follows, and map provided.
 NOT APPROVED with comment, as follows.

PLEASE SEE ATTACHED

SIGNED: Chad Brooks
AGENCY: APS

TITLE: CPR SR
DATE: 3-10-2023

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: kfleishman@ardurra.com



A subsidiary of Pinnacle West Capital Corporation

Station 4423
2200 E Huntington DR
Flagstaff, AZ 86004 www.aps.com

March 10th, 2023,

Re: Parcel 2 at Juniper Point

Shephard- Wesnitzer, Inc., an Ardurra Company (SWI)
110 W Dale Ave
Flagstaff, AZ 86001

Dear Johan,

Thank you for your recent request for a utility conflict check. Please complete the attached Map Request, and e-mail it to the e-mail address on the form (mapprint@apsc.com). Once APS receives a completed Map Request, you should receive the map or maps by email within 5-7 business days.

The APS maps show facility locations adjacent to or within the property shown on the proposed plans we received from you. Please review these maps for possible conflicts. The utility locations are approximate only and are not reliable for construction purposes. It is important to note that there may be additional conflicts in existence due to recent construction that are not shown on the current maps you receive.

Please be advised that it is the responsibility of the customer to maintain proper clearances and blue stake prior to digging. For actual conditions, please contact the Arizona Blue Stake Center at 602-263-1100.

Also enclosed is APS's General Design Guidelines for Proposed Improvements in APS Transmission ROW Please review this document carefully.

If I can be of further assistance, please do not hesitate to call me at 602-371-5770. Further information is also available on the APS Construction Services at:

www.aps.com/construction

Sincerely,

Chad Brooks

Chad Brooks
Customer Project Representative SR
Flagstaff Construction

Enclosures



GIS MAPPING DEPARTMENT
 STATION 4028
 PO BOX 53933
 PHOENIX AZ 85072-3933
 E-MAIL mapprint@aps.com

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NOTICE:
 THE UTILITY LOCATIONS SHOWN ON THIS MAP ARE APPROXIMATE ONLY AND ARE NOT RELIABLE FOR CONSTRUCTION PURPOSES. IN ADDITION, THERE MAY BE FACILITIES IN EXISTENCE DUE TO RECENT CONSTRUCTION THAT ARE NOT SHOWN. FOR ACTUAL FIELD LOCATIONS CONTACT ARIZONA BLUE STAKE CENTER AT 1-800-782-5348 (1-800-STAKE-IT).

Electric Line Features Legend

- Overhead Primary
- Overhead Aerial Cable
- Overhead Secondary
- Overhead Service
- Underground Secondary
- Underground Service
- Underground Primary
- Underground Transmission
- Underground 230 kV Transmission
- Overhead Transmission
- Overhead Communication Line
- Underground Communication Line
- Conduit / Duct / Direct Buried

Electric Device Features Legend

- Overhead Capacitor Bank
- Pad Mounted Capacitor
- Feeder Circuit Breaker
- Fuse Disconnect
- One Anchor Guy
- OH/UG Change in Wire/Conduit Size
- Overhead Tap Mid Span
- PM Auto Transfer Enclosure
- PM Switching Enclosure
- PM Junction Enclosure
- PM Sectionalizing Enclosure
- PM Termination Enclosure
- OH Auto Transfer Switch
- OH Recloser
- OH Sectionalizer
- Pad Mounted Sectionalizer
- Metal Pole - APS Owned - Not Joint Use
- Metal Pole - APS Owned - Joint Use
- Wood Pole - APS Owned - Not Joint Use
- Wood Pole - APS Owned - Joint Use
- Riser/Transition Assembly
- OH Primary Meter
- Service Entry Point
- Pad Mounted Primary Meter
- Dusk-To-Dawn Light
- Street Light
- Substation
- OH Blade Disconnect
- OH Gang-Operated Air Break Switch
- Open Point
- Manhole - Octagon
- Manhole - Rectangular
- Primary Pull Box - Man Accessible
- Primary Junction Box
- Secondary Junction Box
- Primary Pull Box
- Vault Building
- OH Voltage Regulator
- Pad Mounted Voltage Regulator
- OH APS XFR Bank - One Unit
- OH APS XFR Bank - Two Units
- OH APS XFR Bank - Three Units
- Pad Mounted 1 Ph XFR
- Pad Mounted Duplex XFR
- Pad Mounted 3Ph XFR
- Subsurface XFR

Wire Code Legend

Overhead:
 3 - R002W - NC - ABC
 Phases
 Neutral Position
 Wire Code
 # of Conductors

Underground:
 3 - UA750T - 5" - CO
 Encasement
 Size of Conduit
 Wire Code
 # of Conductors

(* No Conduit Size or Encasement = Direct Buried)

Arizona Public Service

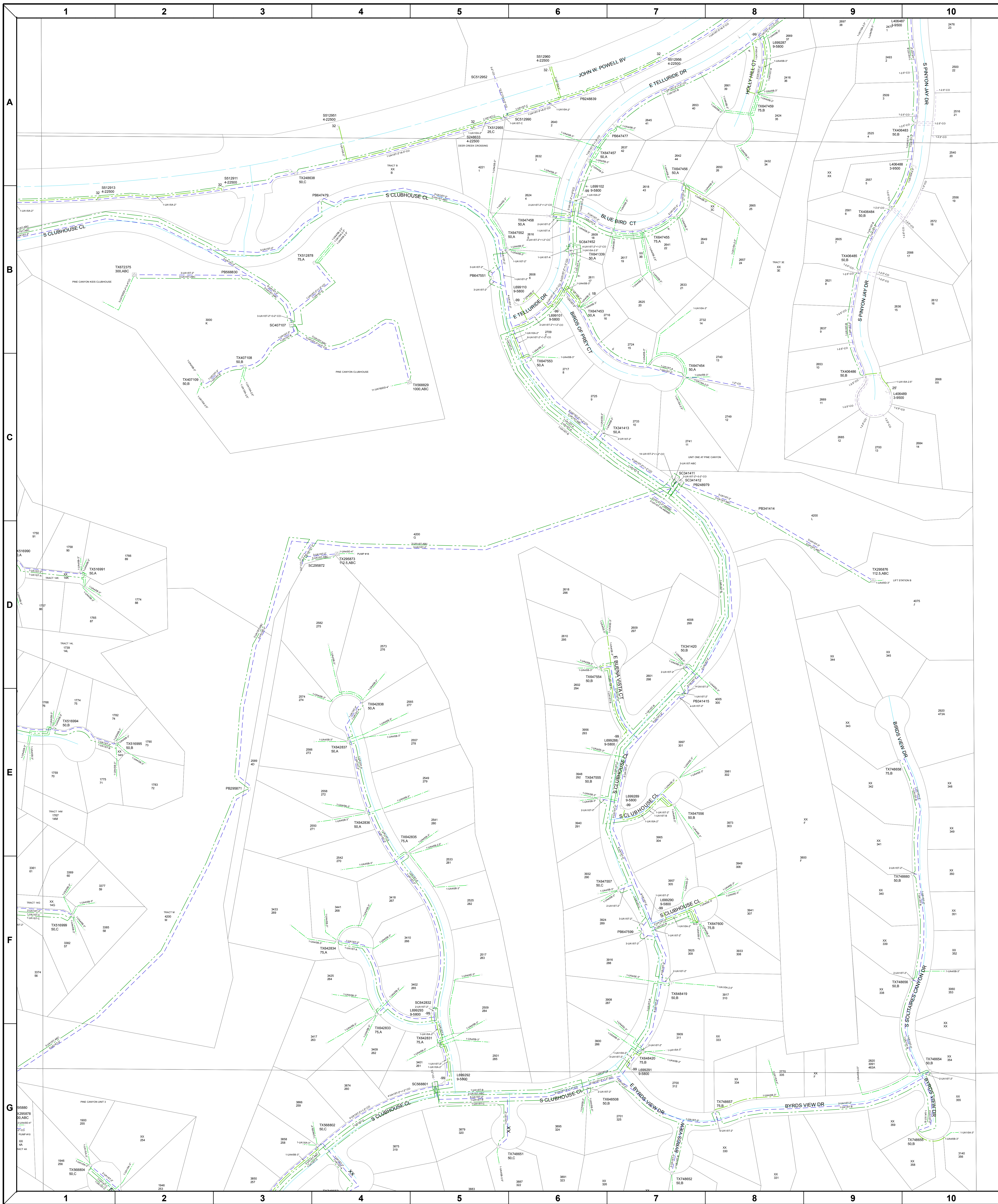
OH & UG ELECTRIC

21N 7E 34 NE

Date: 8/7/2020

Scale: 1:1,200

1" = 100'





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Arizona Public Service

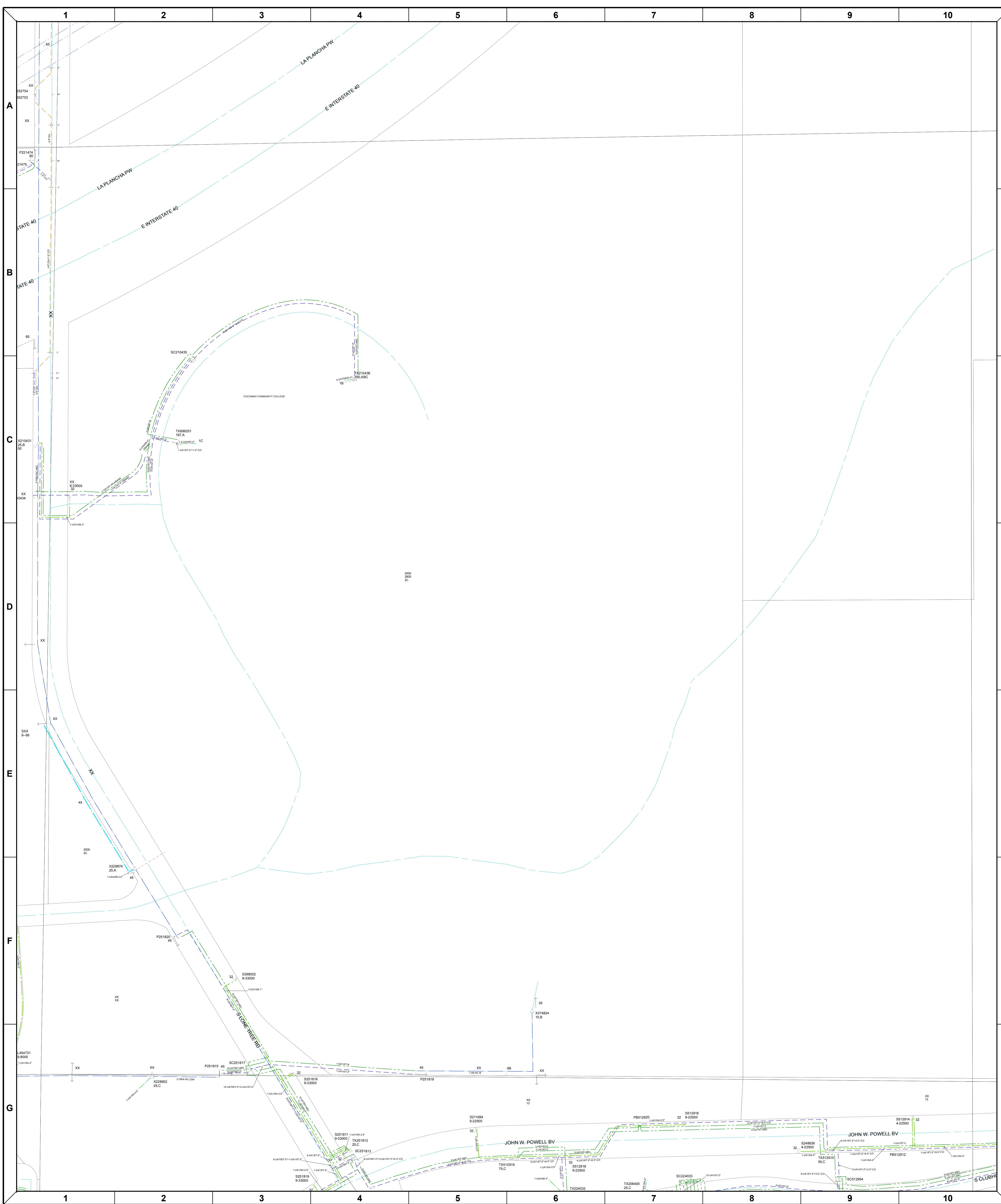
OH & UG ELECTRIC

21N 7E 27 SW

Date: 8/7/2020

Scale: 1:1,200

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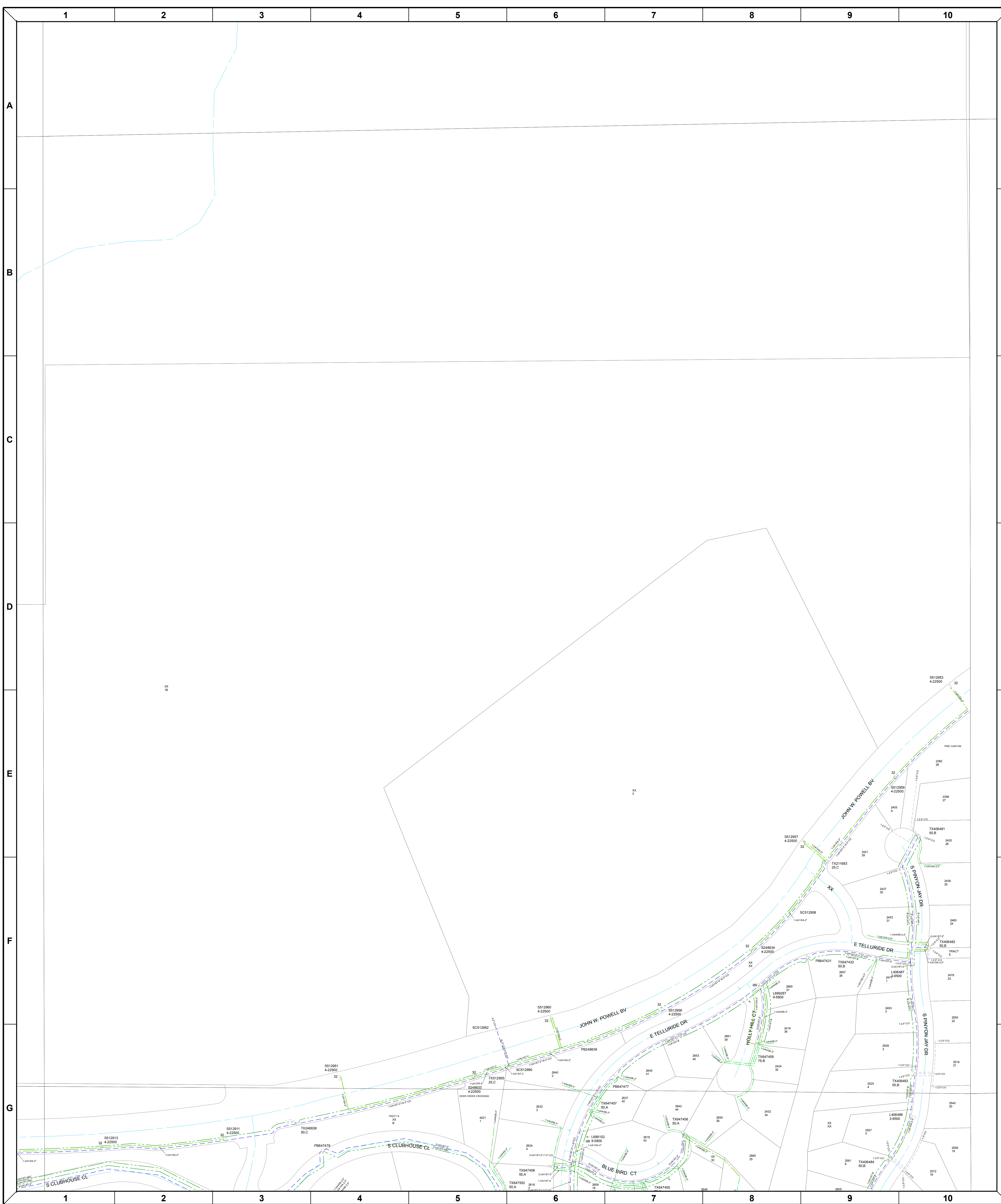
(* No Conduit Size or Encasement = Direct Buried)

Arizona Public Service

OH & UG ELECTRIC

21N 7E 27 SE

Date: 8/7/2020		
Scale: 1:1,200		
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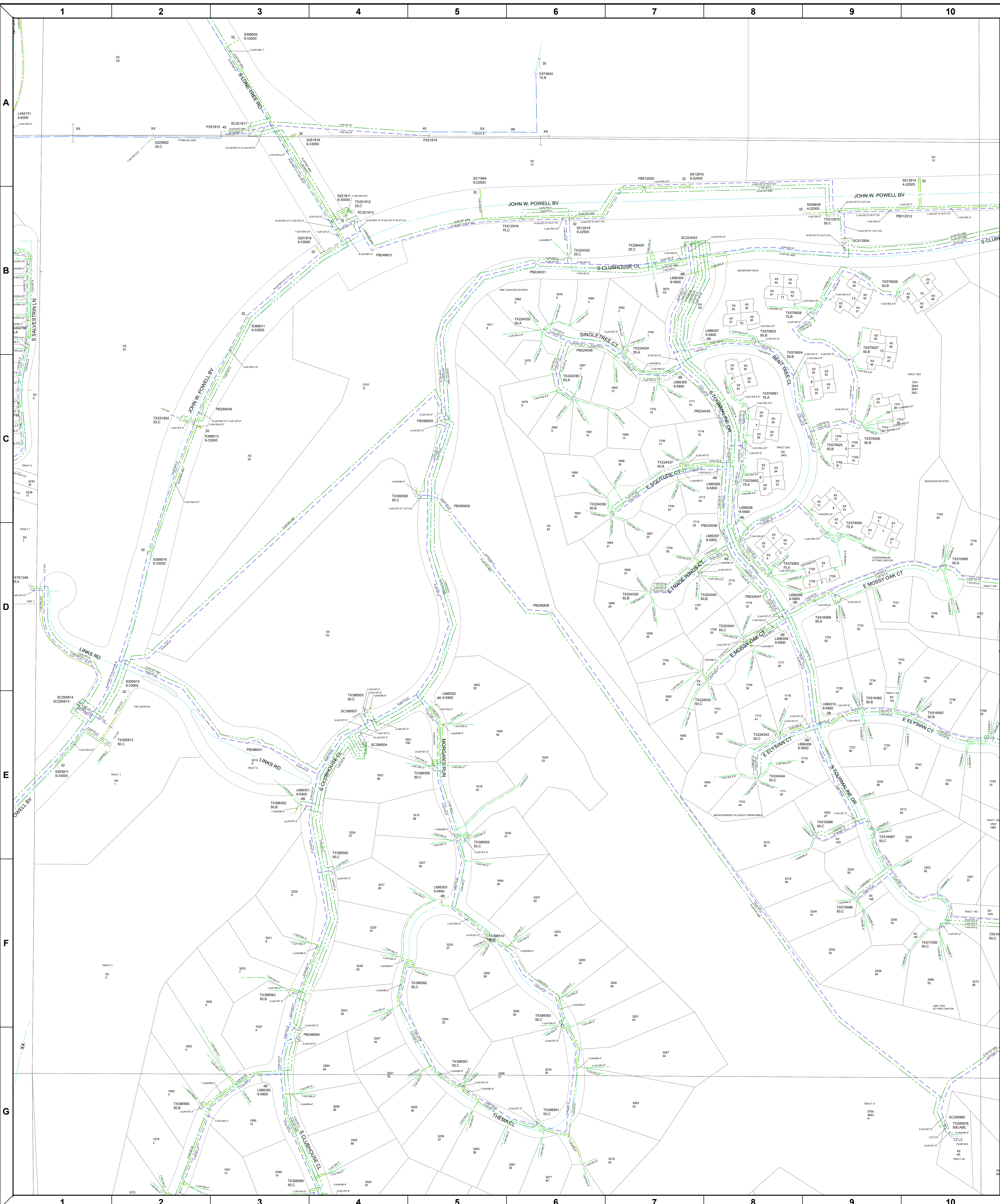
OH & UG ELECTRIC

21N 7E 34 NW

Date: 8/7/2020

Scale: 1:1,200

1" = 100'





Lumen Conflict Memorandum

Date: March 28, 2023

To: Johan Eriksson (SWI/Ardurra)
Jeriksson@ardurra.com

From: Kevin Wagner, Terra Technologies LLC

Subject: Lumen – Conflict Memo – Project No. 222418 – Juniper Point – Parcel 2, Flagstaff

Lumen Project No. P-424326 AZ

Terra Technologies is in receipt of the preliminary plat. Below you will see an overview of Lumen facilities within the project limits, and a brief project overview along with comments regarding any Lumen facilities with respect to the proposed project.

Inventory of Lumen Facilities

Lumen has facilities within the project limits. Terra Technologies anticipates that due to the site improvements that the Lumen facilities (ducts, SAI & handhole) should not be impacted. Plan markups have been attached showing approximate locations of Lumen facilities.

Project Overview

The design intent of this project appears to be developing a vacant parcel of land for a residential subdivision.

Facility Locations and Impacts

Plans have been reviewed for conflicts with Lumen facilities based on NDS mapping which show a general location of utility locations. Neither Terra Technologies LLC nor Lumen makes any representation regarding the completeness or accuracy of vertical and horizontal utility information used to determine conflicts or no conflicts.

Based on Lumen mapping and the construction drawings provided there appear to be **no conflicts**.



Lumen Conflict Memorandum

Utility conflicts with this private development project will be 100% reimbursable. Payment for design and mitigation of conflicts is to be coordinated prior to work commencing.

In accordance with state law, Blue Staking for location of Lumen facilities must be completed prior to any construction. When crossing Lumen facilities, you will be required to pothole to determine depth and maintain a minimum of 12 inch vertical and horizontal separation from facilities.

Pursuant to state law, support and protection is required for all Lumen facilities during construction.

Should the Contractor locate or expose an unknown Lumen facility, please contact Lumen as soon as possible.

In the event Lumen facilities need to be removed/relocated, some or all cost may be at the expense of the sponsoring agency.

If you have any questions or concerns regarding this review, feel free to contact me immediately, either by phone or email at the number/address provided below. The contractor is also responsible for contacting Lumen prior to construction around the Lumen facilities.

Notification List

Terra Technologies LLC Kevin Wagner, Project Manager kwagner@terratechllc.net 815-245-9640	Lumen (Engineer II) Manny Hernandez Manuel.Hernandez@Lumen.com 112 N Beaver Street Flagstaff AZ, 86001 Work: 928-779-4935
Lumen (SR Account Mgr – BDP/MDU-GF) John West John.West1@Lumen.com Work: 480-423-4737	

PROJECT OWNER:

JP 325 LLC
CONTACT: CLINTON WHITING 3605 S.
FLAGSTAFF RANCH RD.
FLAGSTAFF, AZ 86005

PROJECT DEVELOPER:

JSC DEVELOPMENT INC.
CONTACT: JOHN SUTHERLAND
3605 S. FLAGSTAFF RANCH RD.
FLAGSTAFF, AZ 86005
(928) 774-3826

SHEET INDEX table with columns: SHEET NO., DRAWING NO., SHEET TITLE. Rows include CVR, EXISTING BOUNDARY, PRELIMINARY PLAT, DETAILS, PRELIMINARY NRPP - PARCEL 2, PRELIMINARY NRPP - PHASE 2 OVERVIEW.

PROPERTY INFORMATION:

APN# 104-14-010 (± 88.24 AC)
ZONING: RURAL RESIDENTIAL (RR)
NUMBER OF LOTS: 60
GROSS AREA PARCEL 2: ±17.54 AC
NET AREA OF PARCEL 2: ±11.36 AC

PROJECT ENGINEER:

SHEPHARD-WESNITZER INC., AN ARDURRA COMPANY
CONTACT: STEPHEN IRWIN, P.E.
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

SURVEYOR:

SHEPHARD-WESNITZER INC., AN ARDURRA COMPANY
AARON BORLING, RLS #48756
110 WEST DALE AVE
FLAGSTAFF, AZ 86001
(928) 773-0354

TOTAL AREA OF ROW WITHIN PARCEL 2: ±6.18 AC
TOTAL AREA OF LOTS WITHIN PARCEL 2: ±9.66 AC
THE SUBDIVISION WILL BE DEVELOPED AS A PLANNED RESIDENTIAL DEVELOPMENT USING THE T3N.2 STANDARDS.

- 1. THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO 41-90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. AN ASSOCIATION WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES).
5. ALL RIGHT-OF-WAYS WITHIN THE SUBDIVISION SHALL BE DEDICATED TO CITY OF FLAGSTAFF.

SUMMARY OF TRACTS

- 1. TRACT H IS INTENDED FOR OPEN SPACE.
2. TRACT I IS INTENDED FOR OPEN SPACE.
3. TRACT J IS INTENDED FOR PUBLIC UTILITY EASEMENT AND PUBLIC ACCESS EASEMENT TRAIL.
4. TRACT K IS INTENDED FOR OPEN SPACE.
5. TRACT L IS INTENDED FOR OPEN SPACE.
6. TRACT M IS INTENDED FOR RESOURCE PROTECTION, OPEN SPACE AND DRAINAGE.
7. TRACT N IS INTENDED FOR OPEN SPACE.
8. TRACT O IS INTENDED FOR OPEN SPACE.

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION BASED ON PARCEL 1 AT JUNIPER POINT FINAL PLAT PER INST. NO. 3947078, OFFICIAL RECORDS OF COCONINO COUNTY.

EARTHWORK SUMMARY

SITE GRADING:

UNADJUSTED CUT: 29,904 CY
UNADJUSTED FILL: 42,979 CY

EARTHWORK VOLUMES SHOWN ABOVE ARE BASED ON IN-PLACE VOLUMES REQUIRED FOR SITE GRADING. QUANTITIES ARE NOT ADJUSTED FOR SHRINKAGE (SEE GEOTECH REPORT FOR ESTIMATED SHRINKAGE FACTORS). THESE RESULTS MAY NOT REFLECT THE FINAL CONSTRUCTED QUANTITIES. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN QUANTITY DETERMINATIONS. ADDITIONAL EARTHWORK QUANTITIES SHALL BE CONSIDERED INCIDENTAL TO BUILDING CONSTRUCTION. ANY WASTE MATERIAL SHALL BE INCIDENTAL TO CONSTRUCTION.

RESOURCE PRESERVATION

THE PROJECT DOES FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. A PRELIMINARY NATURAL RESOURCE PROTECTION PLAN HAS BEEN PROVIDED WITH THE CONCEPTUAL PLAT. THE PRELIMINARY NRPP IS BASED ON NRPP APPROVED WITH THE JUNIPER POINT DEVELOPMENT MASTER PLAN.

BASIS OF BEARING

N 00°20'48" W 2620.29' FROM EAST QUARTER CORNER OF SECTION 27 TO THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF APN'S 104-14-003C & 104-14-001B BY NORTHLAND EXPLORATION SURVEYS, INC., DATED 07/06/2018.

LEGAL DESCRIPTION:

APN 104-14-010

A PORTION OF TRACT 'G' OF PARCEL 1 AT JUNIPER POINT, ACCORDING TO THE FINAL PLAT FOR PARCEL 1 AT JUNIPER POINT, INST. NO. 3947078, OFFICIAL RECORDS OF COCONINO COUNTY LOCATED IN THE SOUTH HALF OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA.

FEMA DESIGNATION

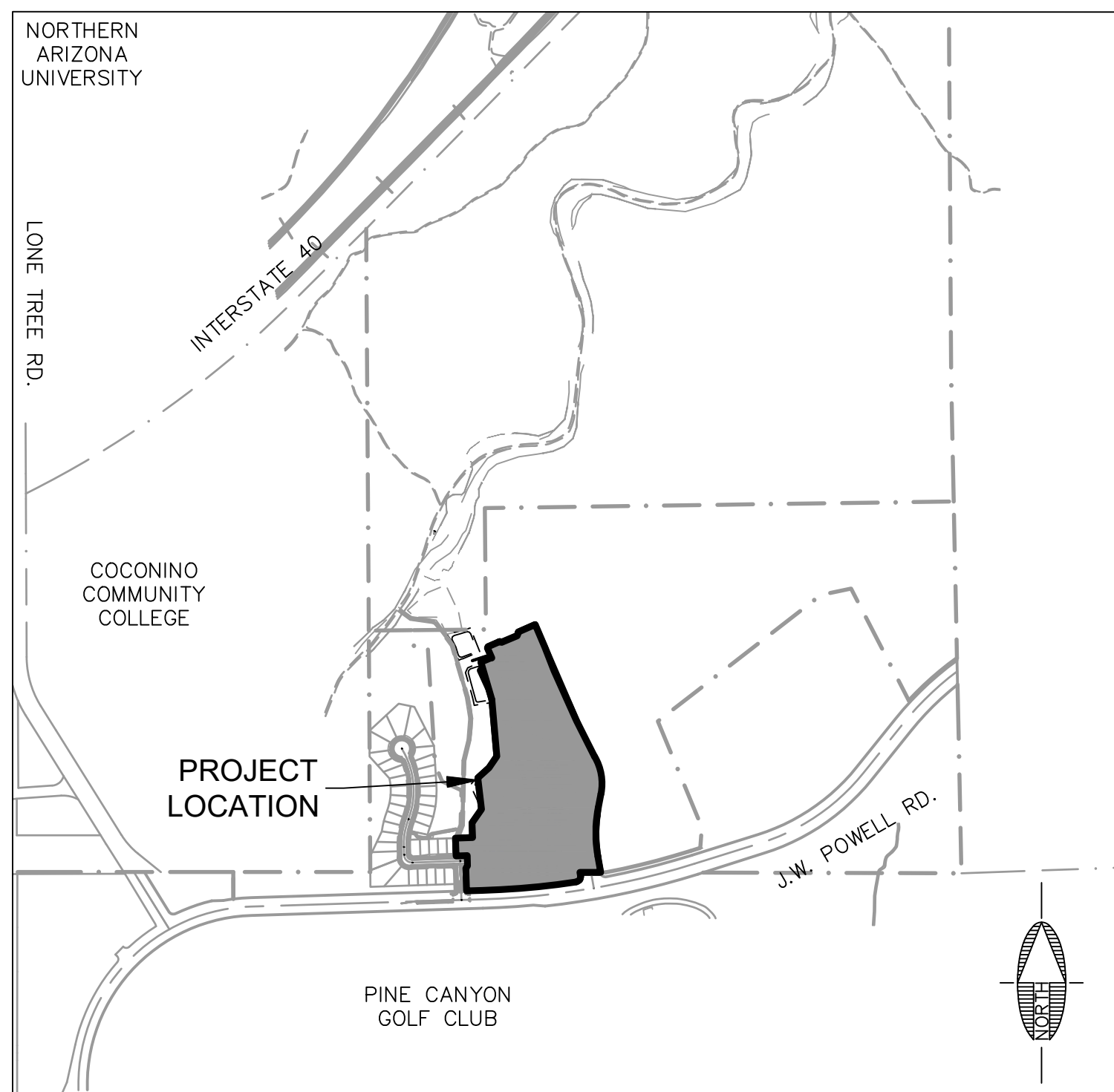
THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6817, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AN AREA DETERMINED TO BE OUTSIDE THE 500-YR FLOODPLAIN.

LOT COVERAGE/BUILDING INFORMATION table with columns: PHASE, PARCEL, ZONING, LOTS (WIDTH, DEPTH), BUILDING TYPE, NET ACREAGE, LOTS, PROPOSED DENSITY. Includes rows for parcels 1, 2, and future development.

DENSITY TRACKING TABLE with columns: APN, ACREAGE, ZONE, ALLOWABLE DENSITY, ALLOWABLE # OF LOTS, ALLOWABLE # OF LOTS WITH 25% DENSITY BONUS. Includes rows for parcels 104-14-001B, 104-14-003C, 105-10-187 and summary rows.

PRELIMINARY PLAT FOR JUNIPER POINT - PARCEL 2 FLAGSTAFF, ARIZONA

LOCATED IN SW 1/4 OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, CITY OF FLAGSTAFF, ARIZONA



VICINITY MAP N.T.S.

LEGEND

- EXISTING EASEMENT
ROAD CENTERLINE
LOT LINE
RIGHT-OF-WAY
PROPERTY LINE
EXISTING GAS
EXISTING EASEMENT
EXISTING SEWER
EXISTING UNDERGROUND ELECTRIC
EXISTING WATER
EXISTING INTERMEDIATE CONTOUR
EXISTING INDEX CONTOUR
PROPOSED EASEMENT
PROPOSED LOT #
PROPOSED WATER
PROPOSED SEWER
PROPOSED INTERMEDIATE CONTOUR
PROPOSED INDEX CONTOUR
PROPOSED TREE
FIRE HYDRANT
WATER METER
SEWER MANHOLE
LID BASIN

Lumen Markups
Wire Center: FLGSAZMA

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: DATE:

UNISOURCE ENERGY SERVICES

BY: DATE:

CENTURYLINK

BY: DATE:

ALTICE USA

BY: DATE:

UTILITY COMPANY CONTACTS

APS CONTACT: RYAN WIESNER 2200 E. HUNTINGTON FLAGSTAFF, AZ 86004 RYAN.WIESNER@APS.COM PHONE: (928) 773-6447
CENTURYLINK CONTACT: JASON DALE 112 NORTH BEAVER STREET FLAGSTAFF, AZ 86001 JASON.DALE@CENTURYLINK.COM PHONE: (928) 779-4931
UNISOURCE ENERGY SERVICES CONTACT: MARTIN CONBOY 2901 W SHAMRELL BLVD #110 FLAGSTAFF, AZ 86001 MCONBOY@UESAZ.COM PHONE: (928) 226-2269
ALTICE USA CONTACT: SANFORD YAZZIE 1601 SOUTH PLAZA WAY FLAGSTAFF, AZ 86001 SANFORD.YAZZIE@ALTICEUSA.COM PHONE: (928) 266-0672

UTILITY CONFLICT

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

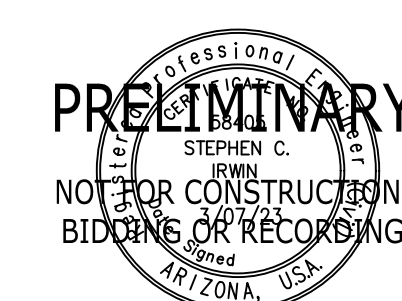
ACTION IS BEING TAKEN TO OBTAIN RESPONSES FROM THE FRANCHISE UTILITY COMPANIES IN REGARDS TO THE POSSIBLE UTILITY CONFLICTS.

CERTIFICATE OF LAND SURVEYOR

This is to certify that the survey of the property described and platted hereon was made under my direction and supervision and is accurately represented on this plat. I also certify that the plat is in substantial conformance to the approved tentative plat and that this plat is correct and accurate as shown to the best of my knowledge and belief.

Registered Land Surveyor

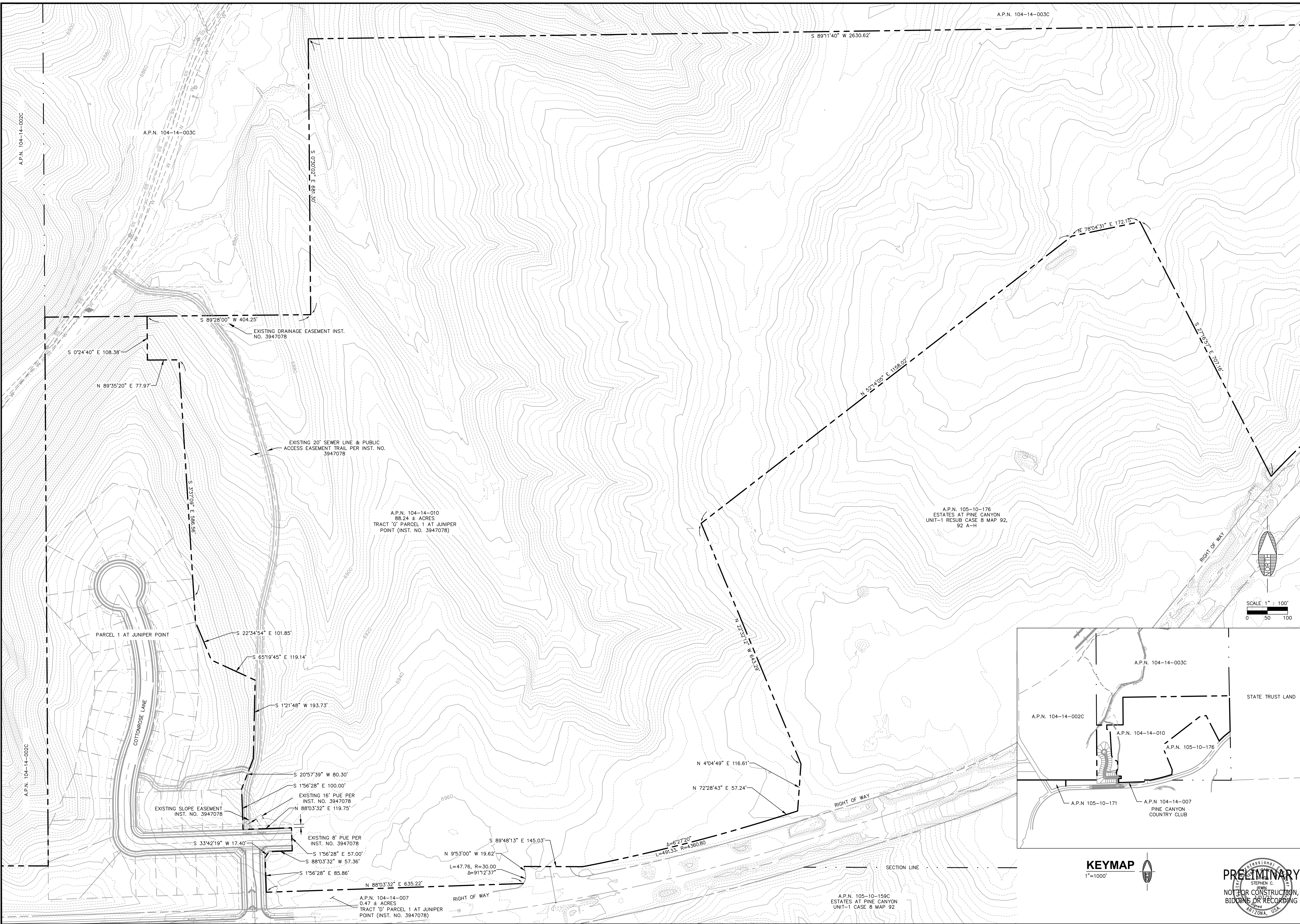
Date




Vertical sidebar containing: FLAGSTAFF ARIZONA, JUNIPER POINT - PARCEL 2, COVER SHEET, JOB NO. 222418, DATE: MAR 23, SCALE: AS SHOWN, DRAWN: JEE/JMF, CHECKED: SCJ, 110 W. Dale Avenue Flagstaff, AZ 86001, SHEPHARD WESNITZER Inc An ARDURRA Company, REVISIONS table, DRAWING NO. CVR, SHT NO. 1 OF 6.

PLOTTED: Mar 07, 2023-10:12am

FILE: P:\2023\22120 DRAWINGS\PLATS\PRELIMINARY\2-EXISTING BOUNDARY-22120.DWG JERIKSSON

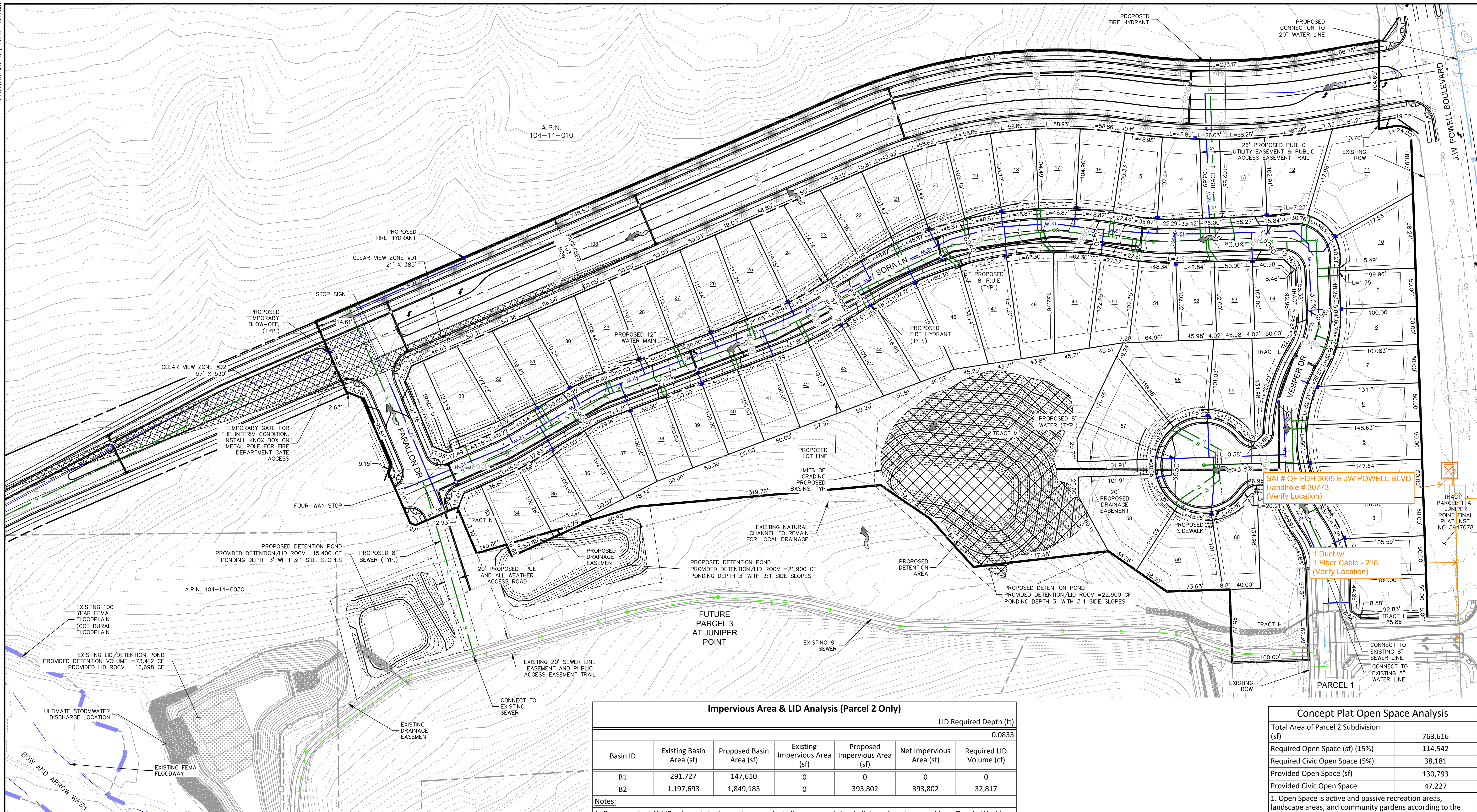


JOB NO: 222418		DATE: MAR 23		SCALE: AS SHOWN		DRAWN: JEE/JHF		DESIGN: JEE/JHF		CHECKED: SCI	
110 W. Dole Avenue Flagstaff, AZ 86001 928.774.8934 928.774.8934 fax www.swiwoz.com											
 Shepherd Wesnitzen Inc An ARDURRA Company											
REVISIONS	NO.	DESCRIPTION	DATE	BY							
Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stakes, Inc. (928-538-5348) DoB 8-11 or 1-800-514-1111 (928-538-5348)											
DRAWING NO. EB01										SHT NO. OF	
										2 OF 6	

FLAGSTAFF ARIZONA

JUNIPER POINT - PARCEL 2

EXISTING BOUNDARY



Impervious Area & LID Analysis (Parcel 2 Only)						
						LID Required Depth (ft)
						0.0833
Basin ID	Existing Basin Area (sf)	Proposed Basin Area (sf)	Existing Impervious Area (sf)	Proposed Impervious Area (sf)	Net Impervious Area (sf)	Required LID Volume (cf)
B1	291,727	147,610	0	0	0	0
B2	1,197,693	1,849,183	0	393,802	393,802	32,817

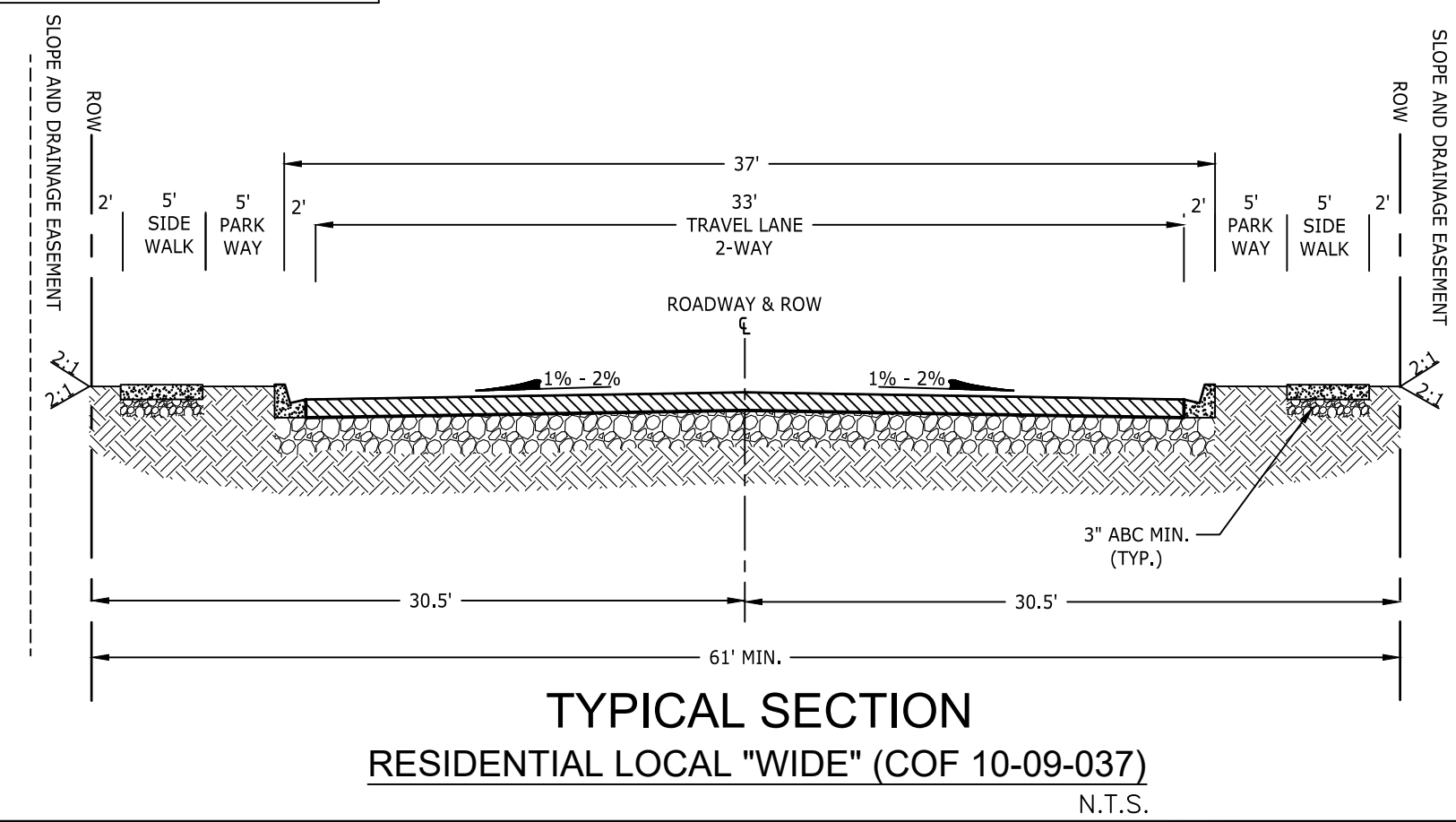
Notes:
1. Gross required 1" LID volume is for impervious area including proposed streets (internal roadways and Lone Tree to Wash), parking, sidewalks and buildings.

Concept Plat Open Space Analysis	
Total Area of Parcel 2 Subdivision (sf)	763,616
Required Open Space (sf) (15%)	114,542
Required Civic Open Space (5%)	38,181
Provided Open Space (sf)	130,793
Provided Civic Open Space	47,227

1. Open Space is active and passive recreation areas, landscape areas, and community gardens according to the Flagstaff Zoning Code 10-40.30.30.

CLEAR VIEW ZONE CALCULATIONS										
ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (VMAJOR)1	TIME GAP tg (unadjusted)2	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES4	TIME GAP tg(adjusted) 2	INTERSECTION SIGHT DISTANCE (ISD)3	STOPPING SIGHT DISTANCE (SSD)
D1	LONE TREE RD	Right	40	6.5	Yes	No	1	6.5	385	305
D2	LONE TREE RD	Left	40	7.5	Yes	Yes	4	9.0	529	305

- Notes:
- The major road speed limits (VMAJOR in MPH) are based on existing conditions in the project vicinity.
 - The time gap values, adjusted (tg (adjusted) in seconds) and unadjusted (tg (unadjusted) in seconds), are based on the current site plan and the AASHTO-Geometric Design of Highways and Streets Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.
 - The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the AASHTO-Geometric Design of Highways and Streets. Equation 9-1: $ISD = 1.47 \cdot VMAJOR \cdot tg$
 - The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.
 - If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.



SCALE 1" = 60'

ARIZONA 811
Arizona Blue Stakes, Inc.
Call at least two full working days before you begin excavation.
800-841-1111 or 1-800-514-1111 (822-5348)

PROFESSIONAL SEAL
STEPHEN C. BROWN
REGISTERED PROFESSIONAL ENGINEER
STATE OF ARIZONA, U.S.A.

PRELIMINARY
NOT FOR CONSTRUCTION,
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FLAGSTAFF ARIZONA

JUNIPER POINT - PARCEL 2

PRELIMINARY PLAT

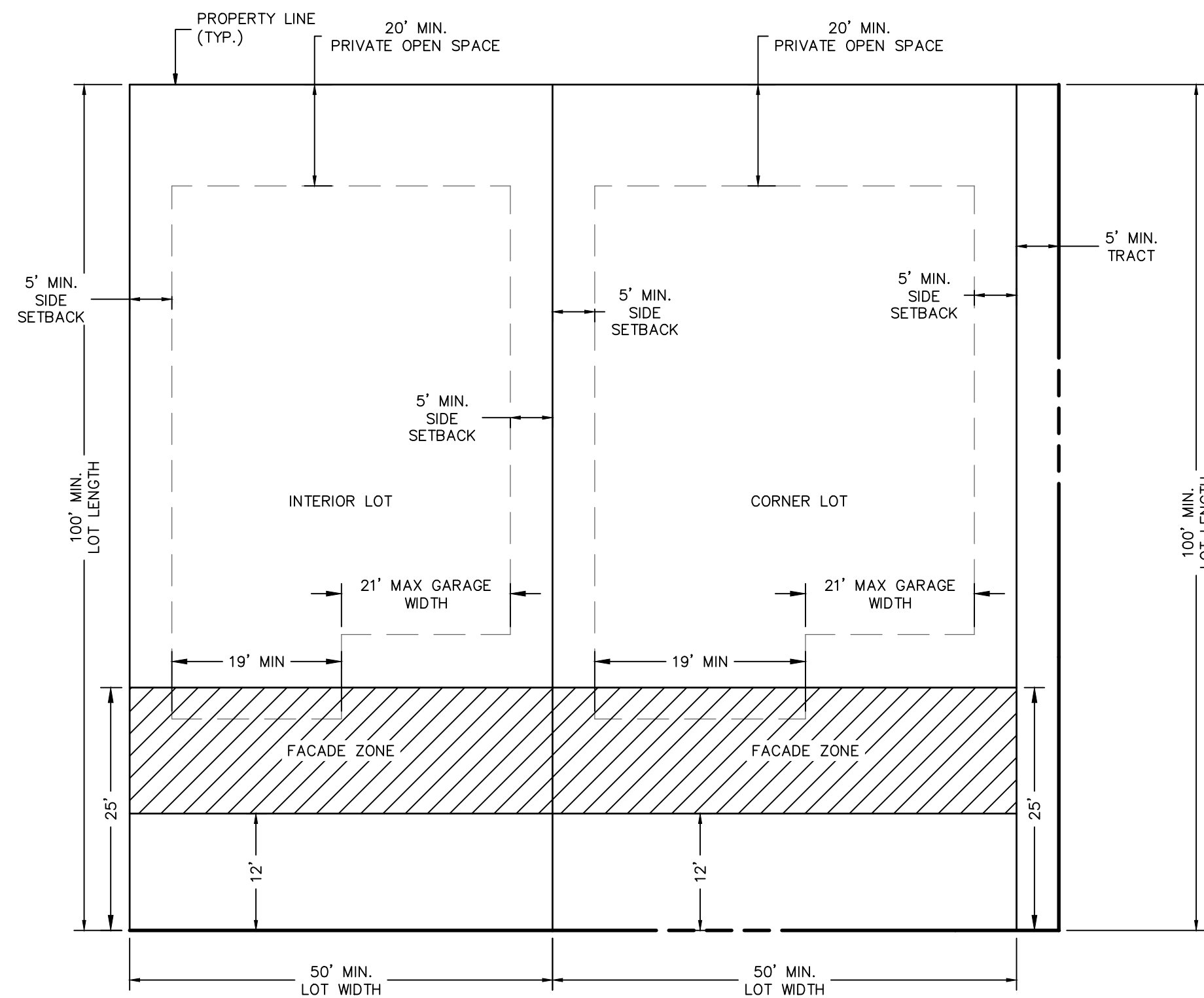
JOB NO: 222418
DATE: MAR 23
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: JEE/KHF
CHECKED: SCJ

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Flagstaff, AZ 86001
928.774.8934 fax
928.774.8934 fax
www.swi2.com

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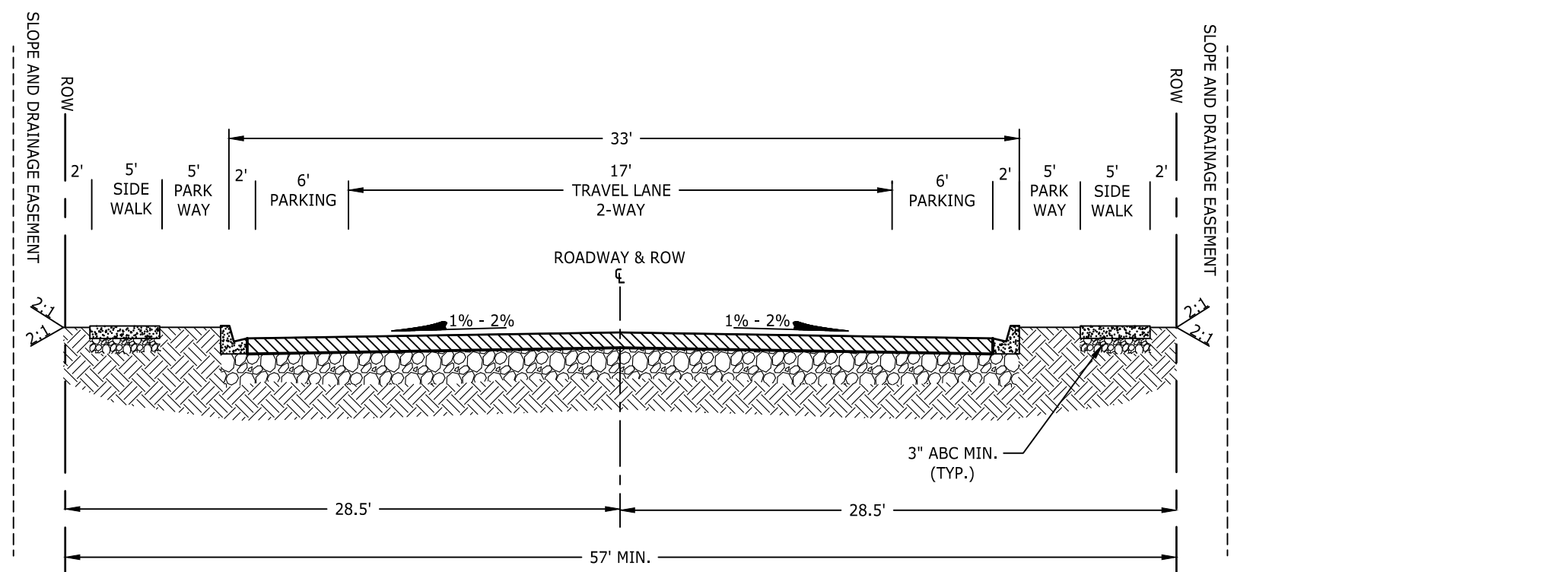
NO.	DESCRIPTION	DATE	BY

DRAWING NO. PP01
SHT NO. 3 OF 6

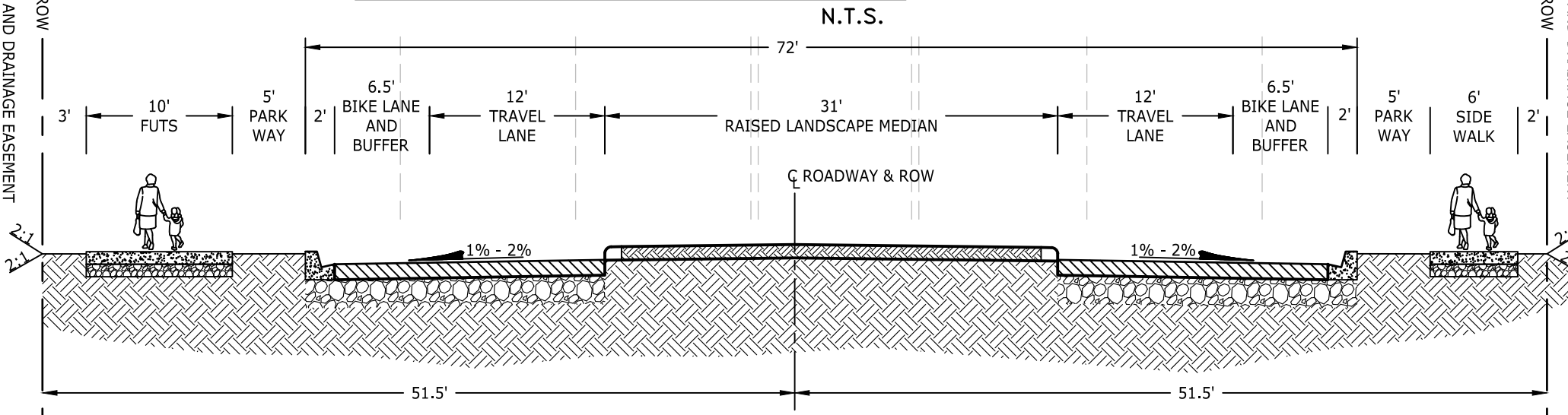


- LOT PROVISIONS:**
- NOMINAL LOT AREA TO BE MIN. 5,000 SF, TYPICAL 50'X100' LOTS.
 - LOT WIDTH IS 50 FT AT FRONT SETBACK LINE.
 - MAXIMUM ALLOWABLE LOT COVERAGE IS 50%.
 - PER TRANSECT T3N2 AT LEAST 50% OF THE WIDTH OF THE HOUSE IS IN THE FACADE ZONE. ON 50' WIDE LOTS THE MINIMUM FACADE WIDTH IS 19'.
 - ALLOWABLE FRONTAGE TYPES PER TRANSECT T3N2: PORCH (ENGAGED, INTEGRAL, PROJECTING) AND COMMON YARD.
 - MINIMUM 10' GARAGE SETBACK FROM FRONT OF HOME.
 - MAXIMUM 21' GARAGE WIDTH.
 - PROVIDE A MINIMUM OF 2 PARKING SPACES PER LOT.
 - GROUND FINISH FLOOR LEVEL MAY BE LOWER THAN SIDEWALK GRADE AND 12" ABOVE SURROUNDING GRADE PROVIDING POSITIVE STORMWATER FLOW AWAY FROM THE HOME.
 - THE FRONT OF THE HOUSE MAY BE LOCATED OUTSIDE OF THE FRONT FACADE ZONE TO PRESERVE TREE RESOURCES, TO BE EVALUATED ON A CASE BY CASE BASIS.
 - CORNER LOTS ARE ADJACENT TO 5' WIDE (MIN.) TRACTS WHICH ALLOWS FOR 5' WIDE SIDE SETBACKS FOR THE LOT.
 - PRIVATE OPEN SPACE TO HAVE 20' MINIMUM WIDTH AND DEPTH. NOTHING CAN BE CONSTRUCTED WITHIN THIS AREA.

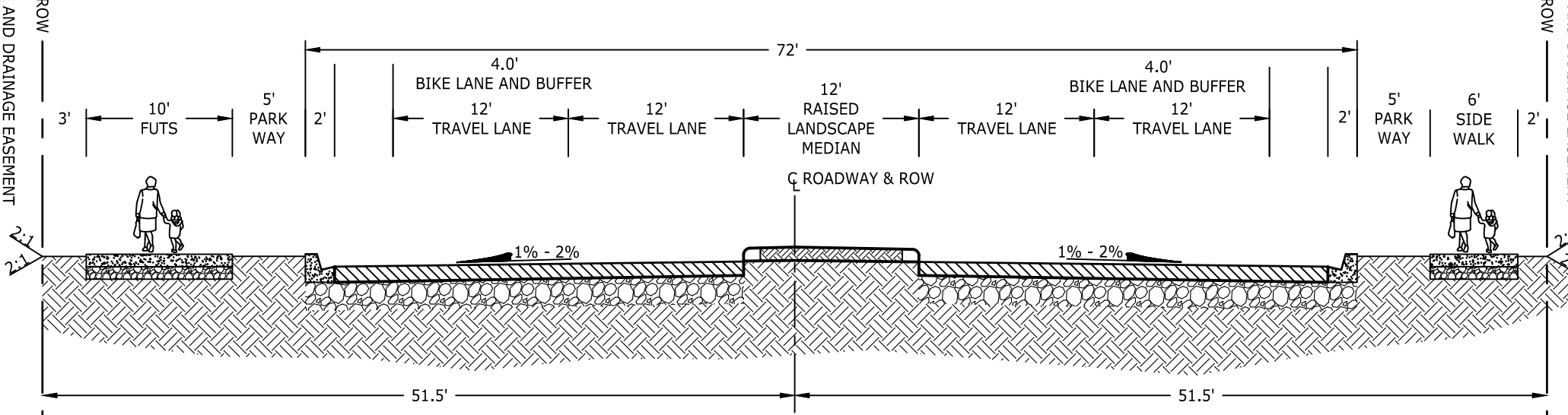
PARCEL 2 AT JUNIPER POINT SINGLE FAMILY HOME
N.T.S.



TYPICAL SECTION
RESIDENTIAL LOCAL (COF 10-09-038)
N.T.S.

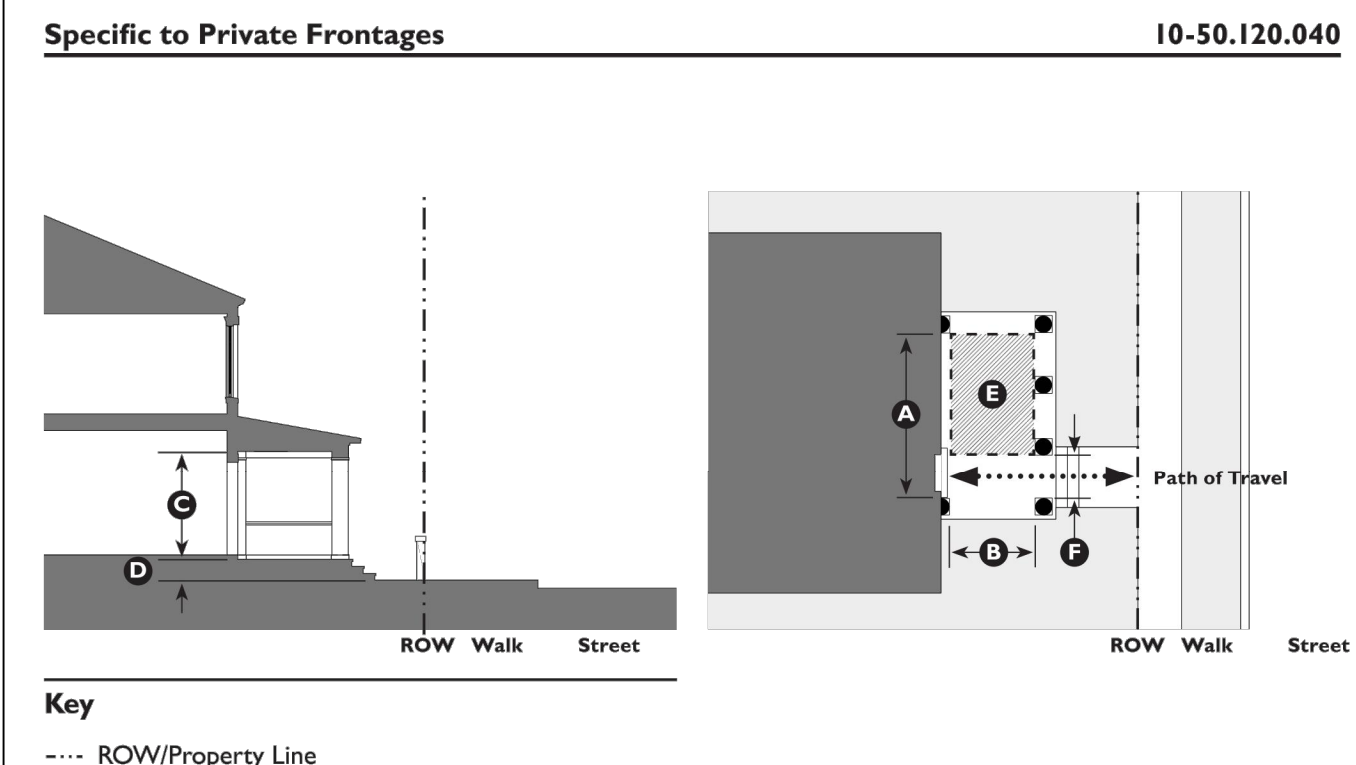


LONE TREE INTERIM - CROSS SECTION
NOT TO SCALE



LONE TREE - CROSS SECTION
NOT TO SCALE

TRACT TABLE		
LOT #	SQUARE FEET	ACRES
1	4,981.57	0.11
2	5,069.30	0.12
3	5,855.13	0.13
4	7,039.28	0.16
5	7,467.90	0.17
6	7,142.15	0.16
7	6,028.62	0.14
8	5,113.78	0.12
9	4,999.97	0.11
10	7,241.97	0.17
11	14,331.75	0.33
12	7,501.86	0.17
13	5,966.97	0.14
14	5,675.78	0.13
15	5,713.64	0.13
16	5,667.35	0.13
17	5,642.65	0.13
18	5,619.76	0.13
19	5,598.88	0.13
20	5,580.20	0.13
21	5,564.96	0.13
22	5,661.82	0.13
23	5,595.31	0.13
24	6,350.67	0.15
25	6,392.17	0.15
26	5,830.47	0.13
27	5,713.78	0.13
28	5,597.08	0.13
29	5,480.39	0.13
30	6,199.21	0.14
31	5,667.45	0.13
32	6,013.06	0.14
33	6,830.39	0.16
34	5,755.41	0.13
35	5,340.96	0.12
36	5,065.48	0.12
37	5,827.00	0.13
38	5,000.00	0.11
39	5,000.00	0.11
40	5,000.00	0.11
41	5,000.00	0.11
42	5,354.36	0.12
43	5,672.96	0.13
44	5,836.69	0.13
45	6,518.12	0.15
46	6,927.06	0.16
47	7,175.62	0.16
48	7,154.40	0.16
49	6,860.03	0.16
50	5,781.69	0.13
51	5,867.01	0.13
52	5,100.02	0.12
53	5,100.00	0.12
54	5,059.31	0.12
55	6,513.06	0.15
56	9,726.25	0.22
57	10,272.95	0.24
58	10,225.77	0.23
59	8,524.96	0.20
60	6,430.00	0.15
TRACT H	15,340.02	0.35
TRACT I	446.72	0.01
TRACT J	2,679.41	0.06
TRACT K	481.96	0.01
TRACT L	3,300.98	0.08
TRACT M	88,261.01	2.03
TRACT N	3,127.55	0.07
TRACT O	3,683.48	0.08
ROW	269,293.15	6.18



10-50.120.040 Porch: Projecting

A. Description
The main façade of the building typically has a small to medium setback from the property line. The resulting front yard is typically very small and may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch is open on three sides and has a roof form that is separate from the main house, making it possible to remove the porch roof without making major changes to the overall roof form.

B. Size

Width, Clear	10' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Height	2 stories max.	
Finish Level above Sidewalk ¹	18" min.	D
Furniture Area, Clear	4' x 6' min.	E
Path of Travel	3' wide min.	F

End Note
¹ Not required in non-transect zones.

C. Miscellaneous
Projecting porches are open on three sides and must have a roof.
In transect zones where both porches and encroachments are allowed, a porch is an allowable encroaching element.

Flagstaff Zoning Code

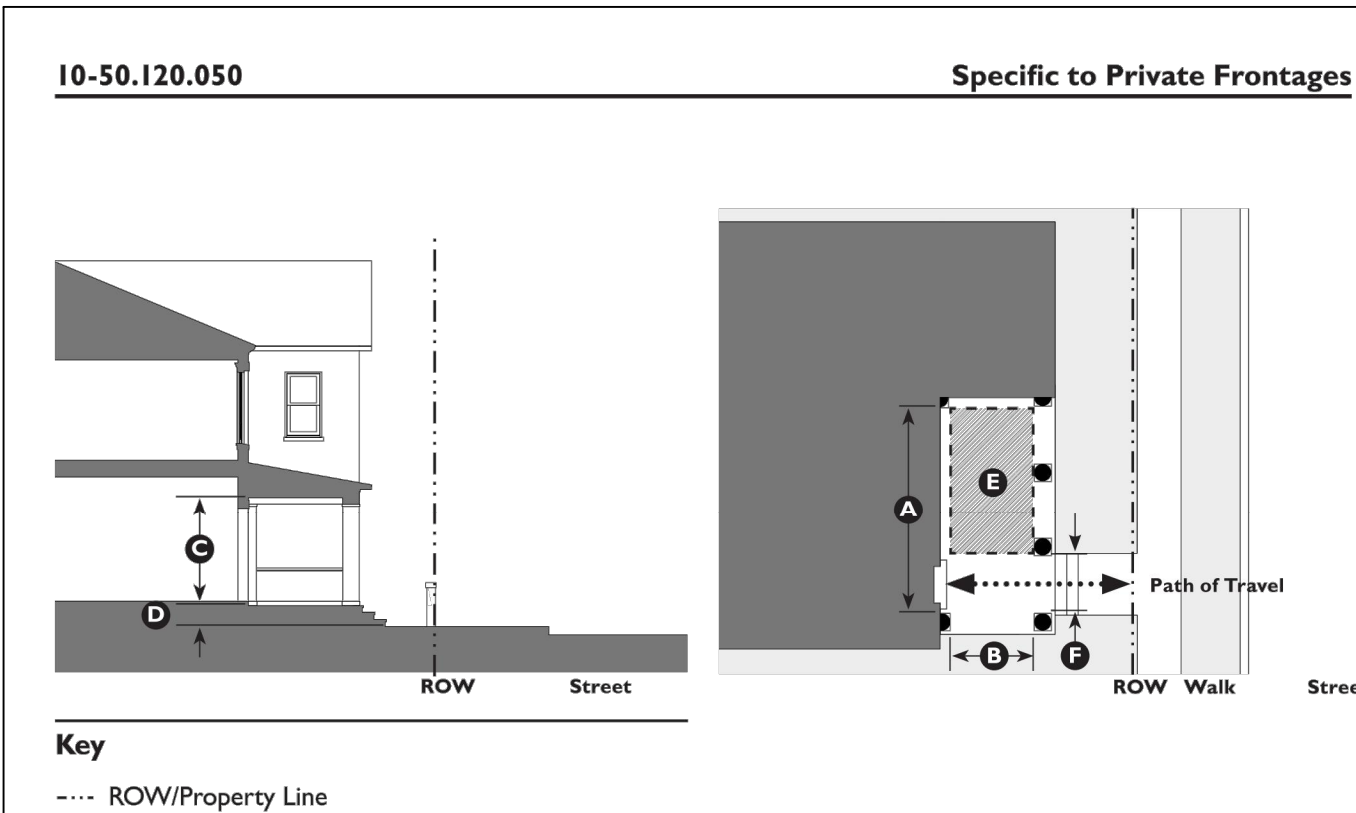


Full-length projecting porch with stairs perpendicular to street.



Partial-length projecting porch with stairs parallel to street.

50.120-5



10-50.120.050 Porch: Engaged

A. Description
The main façade of the building has a small setback from the property line. The resulting front yard is typically very small and may be undefined or defined by a fence or hedge to spatially maintain the edge of the street. An engaged porch has a separate roof form from the main body of the house, making it possible to remove the porch roof without making major changes to the overall roof form. The porch is partially or fully enclosed on two sides and has a roof.

B. Size

Width, Clear	10' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Height	2 stories max.	
Finish Level above Sidewalk ¹	18" min.	D
Furniture Area, Clear	4' x 6' min.	E
Path of Travel	3' wide min.	F

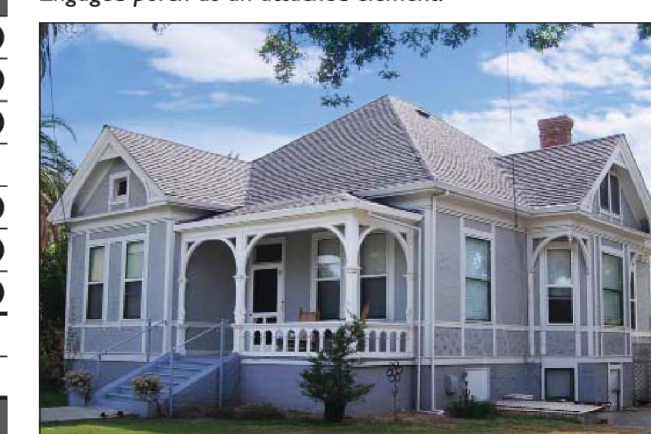
End Note
¹ Not required in non-transect zones.

C. Miscellaneous
Engaged porches must be open on at least two sides and have a roof.
In transect zones where both porches and encroachments are allowed, a porch is an allowable encroaching element.

Flagstaff Zoning Code

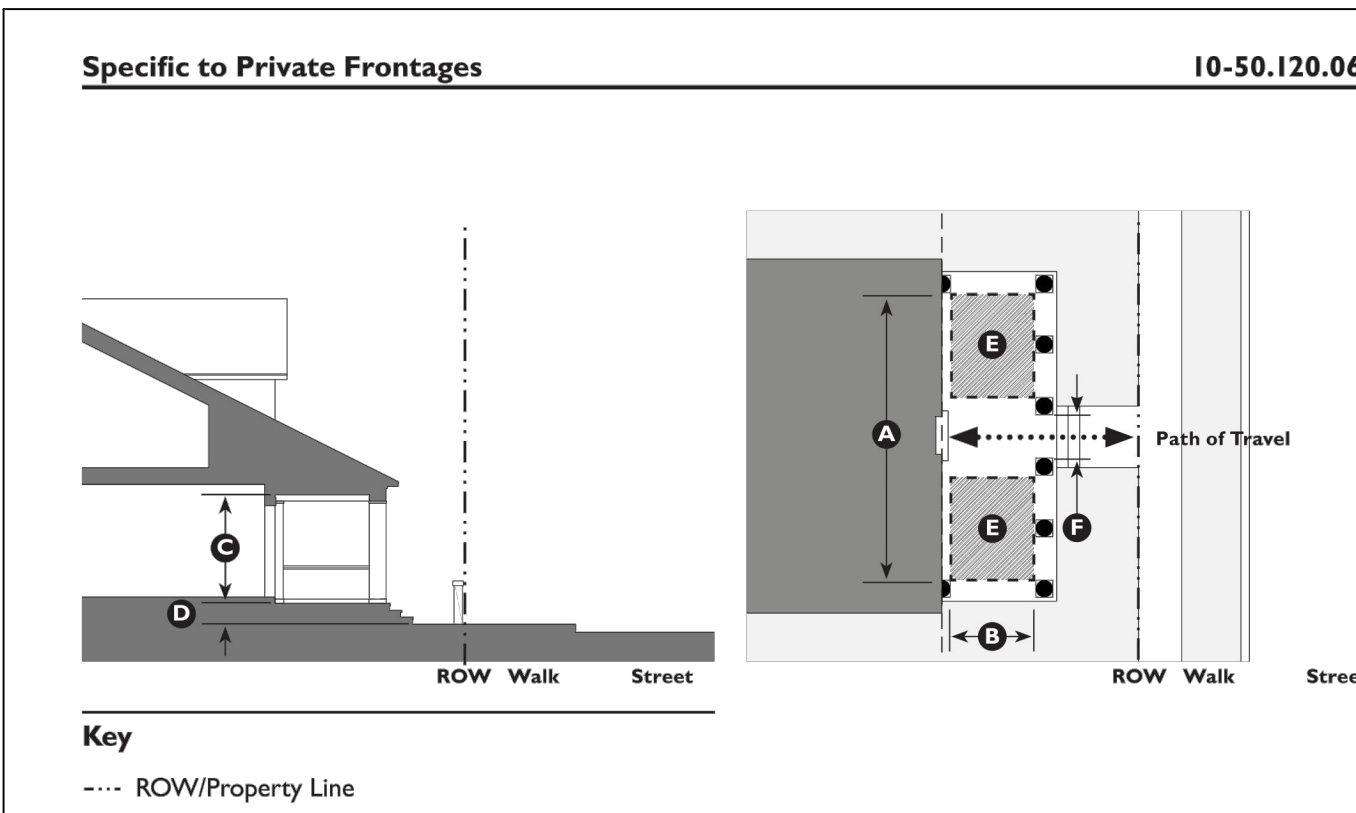


Engaged porch as an attached element.



Engaged porch as an attached element.

Flagstaff Zoning Code



10-50.120.060 Porch: Integral

A. Description
The main façade of the building has a small setback from the property line. The resulting front yard is typically very small and may be undefined or defined by a fence or hedge to spatially maintain the edge of the street. An integral porch is open on one, two, or three sides and is part of the overall massing and roof form of the building, making it impossible to remove the porch without major changes to the overall roof form.

B. Size

Width, Clear	10' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Height	2 stories max.	
Finish Level above Sidewalk ¹	18" min.	D
Furniture Area, Clear	4' x 6' min.	E
Path of Travel	3' wide min.	F

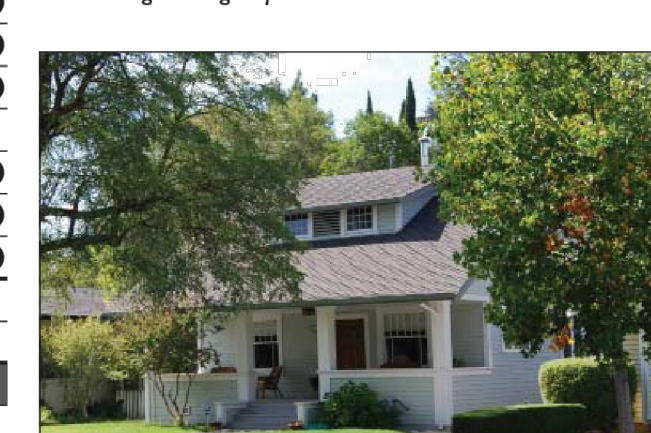
End Note
¹ Not required in non-transect zones.

C. Miscellaneous
Integral porches must be open on at least two sides and have a roof.
In transect zones where both porches and encroachments are allowed, a porch is an allowable encroaching element.

Flagstaff Zoning Code



Partial-length integral porch.



Full-length integral porch integrated into the overall massing.

50.120-7

FLAGSTAFF ARIZONA

PARCEL 2 AT JUNIPER POINT

DETAILS

JOB NO: 222418
DATE: MAR 23
SCALE: AS SHOWN
DRAWN: JEE
DESIGN: JEE/KHF
CHECKED: SCI

110 W. Dole Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiwoz.com

Shepard Wesnitzen Inc
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NO.	DESCRIPTION	DATE	BY

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ARIZONA 811
Arizona Blue Stakes Inc. (928-5348)
808 84-1 or 1-800-514-1111 (928-5348)

PROFESSIONAL
STEPHEN C. BROWN
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BIDDING OR RECORDING
ARIZONA, USA

DRAWING NO.
CP02

SHT NO. OF
4 OF
6

STEEP SLOPE RESOURCES - PARCEL 2	
STEEP SLOPE RESOURCES 17-24.99%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	70% OF SLOPE AREA
SLOPE AREA (SF) FOR 17-24.99%	181,316
REQUIRED PRESERVATION (SF)	126,921
PRESERVED SLOPE (SF)	30,383
ACTUAL PRESERVATION RATE WITHIN PARCEL 2	16.8%
EXCESS PRESERVED SLOPE FOR 17-24.99% (SF)	0
SLOPE RESOURCES USED FROM RESOURCE BANK ₂	96,538
STEEP SLOPE RESOURCES 25-34.99%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR 25-34.99%	80% OF SLOPE AREA
SLOPE AREA (SF) FOR 25-34.99%	5,559
REQUIRED PRESERVATION (SF)	4,447
PRESERVED SLOPE (SF)	654
ACTUAL PRESERVATION RATE WITHIN PARCEL 2	11.8%
EXCESS PRESERVED SLOPE FOR 25-34.99% (SF)	0
SLOPE RESOURCES USED FROM RESOURCE BANK ₂	3,793
STEEP SLOPE RESOURCES >35%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR >35%	100% OF SLOPE AREA
SLOPE AREA (SF) FOR >35%	0
REQUIRED PRESERVATION (SF)	0
PRESERVED SLOPE (SF)	0
ACTUAL PRESERVATION RATE WITHIN PARCEL 2	N/A
EXCESS PRESERVED SLOPE FOR >35% (SF)	0
TOTAL SLOPE RESOURCES	RESIDENTIAL
TOTAL EXCESS PRESERVED SLOPE AREA (SF)₁	0

FOREST RESOURCES - PARCEL 2	
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES	RESIDENTIAL
REQUIRED PRESERVATION RATE	50% OF CANOPY AREA
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES (SF)	290,677
REQUIRED PRESERVED TREE CANOPY AREA (SF)	145,338
PRESERVED TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES (SF)	11,138
PRESERVATION RATE (PRIOR TO SLOPE CONVERSION AND SLOPE TREES)	3.8%
EXCESS PRESERVED SLOPE CONVERSION TO TREE CANOPY AREA	RESIDENTIAL
EXCESS PRESERVED SLOPE AREA (SF) ₂	0
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF ₂	0
AVERAGE DIAMETER OF TREE CANOPY (1 POINT)	10 FT
AVERAGE TREE CANOPY AREA (SF)	79
CONVERSION OF EXCESS SLOPE AREA TO TREE CANOPY AREA(SF)	0
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES	RESIDENTIAL
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES (SF)	23,001
CONVERSION OF TREE CANOPY AREA WITHIN SLOPE TO EVERY 50 SF ₂	460
AVERAGE DIAMETER OF TREE CANOPY (1 POINT)	10 FT
AVERAGE TREE CANOPY AREA (SF)	79
CONVERSION OF TREE CANOPY AREA WITHIN SLOPES TO AVERAGE TREE CANOPY (SF)	36,130
25% OF TREE CANOPY WITHIN SLOPE RESOURCES (SF)	9,032
TOTAL FOREST RESOURCES	RESIDENTIAL
TOTAL TREE CANOPY AREA PRESERVED (SF)	20,171
TOTAL PRESERVATION RATE WITHIN PARCEL 2	6.9%
TREE RESOURCES USED FROM TREE BANK ₄	125,168
Total Preservation Rate Parcel 2 including use of Tree Bank	50.0%

Note:
 1. Excess preserved slope for Parcel 2 only. No excess slope preserved.
 2. The Slope Resource Bank is the Slope Area within the Juniper Point development south of Bow and Arrow Wash. A withdrawal in the form of Slope Area from the Resource Bank means that this number of square feet of slope cannot be used toward slope preservation during future development of Juniper Point.

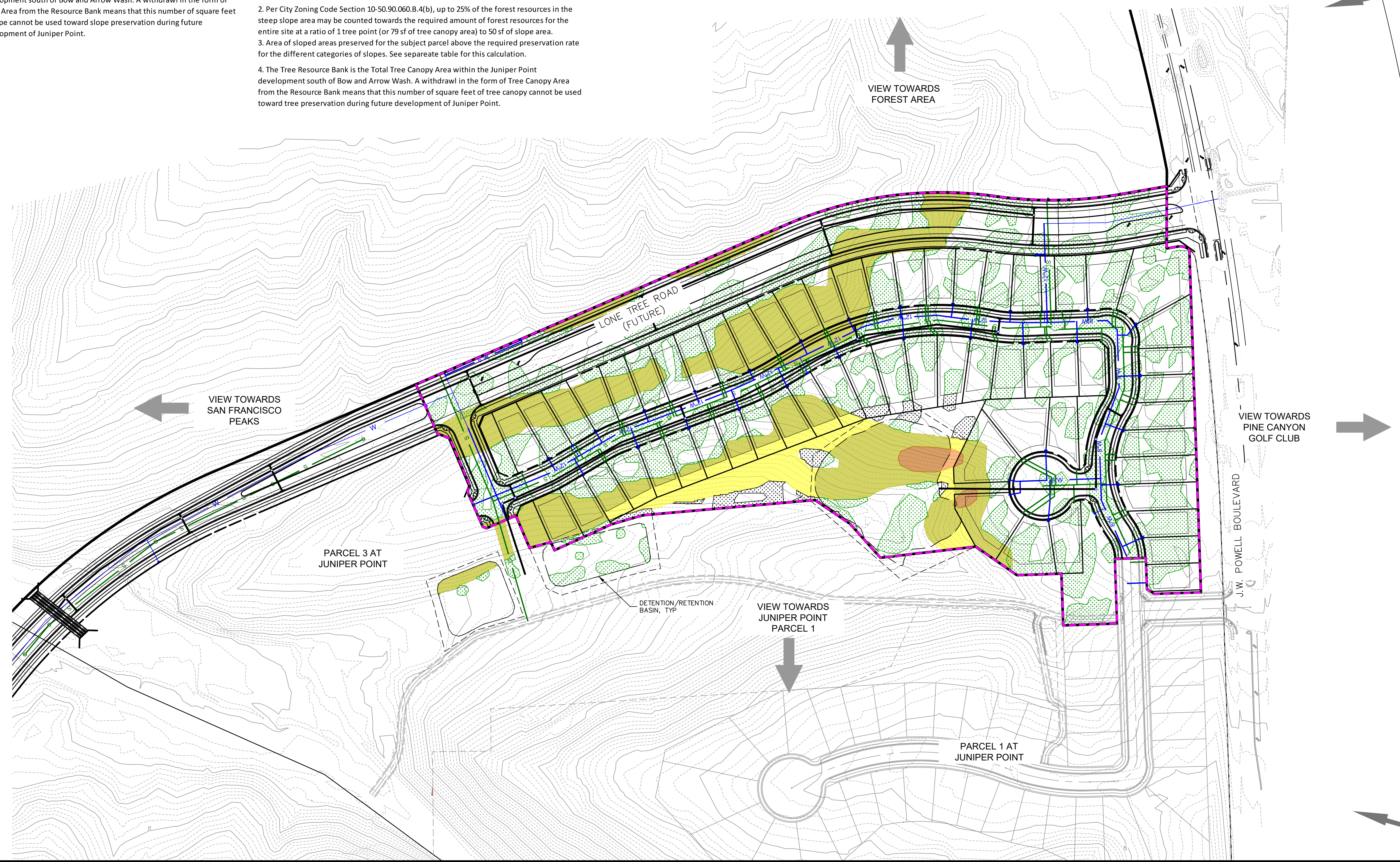
Note:
 1. Per City Zoning Code Section 10-50.90.050.C.4, for every 50 sf of additional slope area that is determined to be protected over and above the minimum required in this section, then 1 tree point or 79 sf of tree canopy area will be credited toward the minimum required forest resources.
 2. Per City Zoning Code Section 10-50.90.060.B.4(b), up to 25% of the forest resources in the steep slope area may be counted towards the required amount of forest resources for the entire site at a ratio of 1 tree point (or 79 sf of tree canopy area) to 50 sf of slope area.
 3. Area of sloped areas preserved for the subject parcel above the required preservation rate for the different categories of slopes. See separate table for this calculation.
 4. The Tree Resource Bank is the Total Tree Canopy Area within the Juniper Point development south of Bow and Arrow Wash. A withdrawal in the form of Tree Canopy Area from the Resource Bank means that this number of square feet of tree canopy cannot be used toward tree preservation during future development of Juniper Point.

RESOURCE BANK FOR JUNIPER POINT					
	AVAILABLE WITHIN JP PHASE 2 1	PARCEL 1	PARCEL 2	PARCEL 3	REMAINING AVAILABLE WITHIN JP PHASE 2
SLOPE AREA (SF) FOR 17-24.99%	1,570,822	535	-96,538	-28,827	1,445,992
SLOPE AREA (SF) FOR 24.99-34.99%	765,231	6,166	-3,793	-230	767,374
SLOPE AREA (SF) FOR >35%	275,109	0	0	0	275,109
TREE CANOPY AREA (SF)	2,050,828	35,124	-125,168	1,224	1,962,008

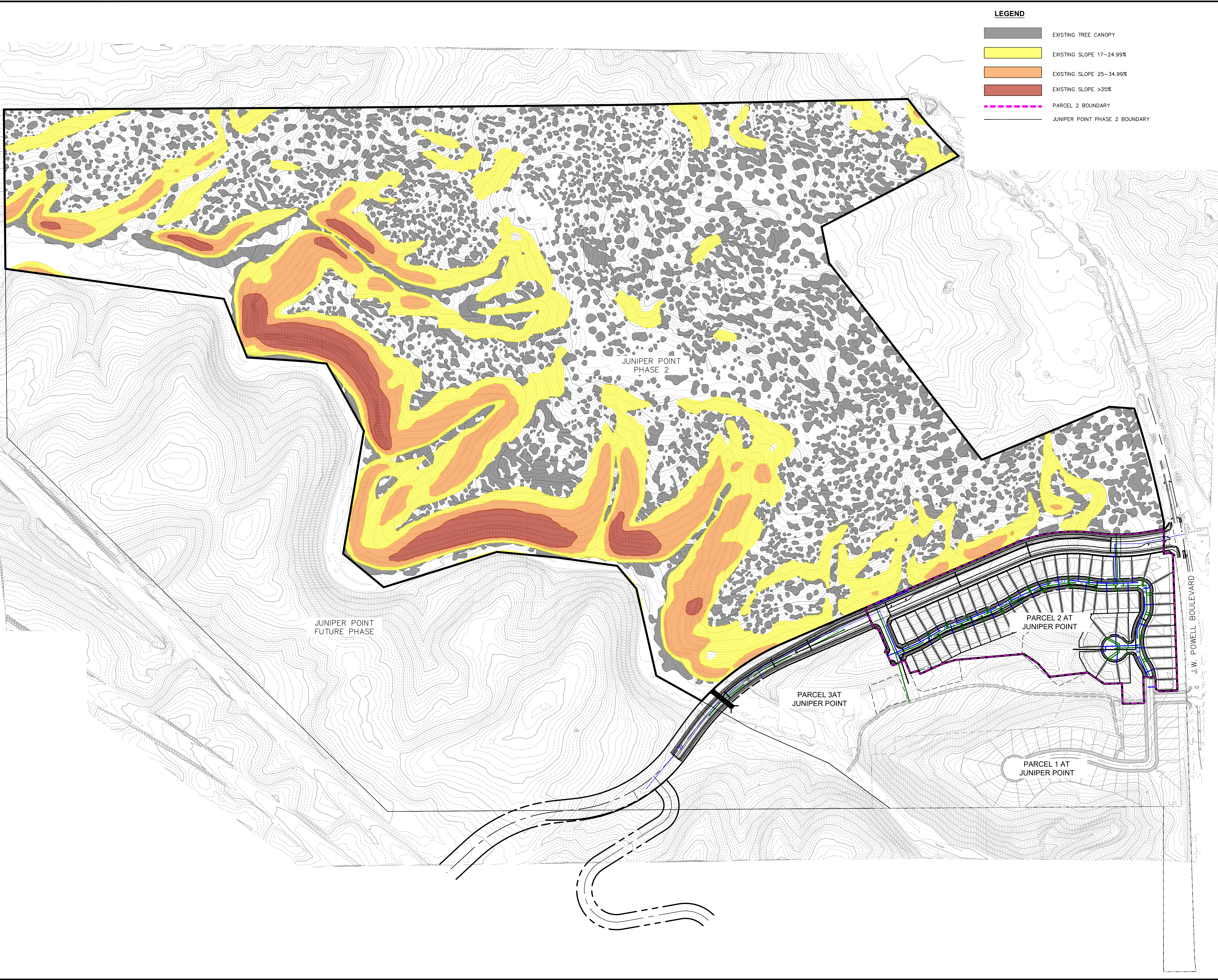
NOTES:
 1. THE TABLE SHOWS ALL NATURAL RESOURCES FOR JUNIPER POINT FOR PHASE 2 (184.94 AC) AND THE EXCESS (GREEN) RESOURCES/SHORTAGE (RED) OF RESOURCES FROM PHASE 1 PARCEL 1-3. THE SHORTAGE OF NATURAL RESOURCES WITHIN PARCEL 1-3 IS SUBTRACTED FROM THE NATURAL RESOURCES AVAILABLE WITHIN PHASE 2. THE VALUES CREDITED TO THE DEVELOPMENT OF PARCEL 2 ARE NOTED IN THE TABLES TO THE LEFT.

LEGEND


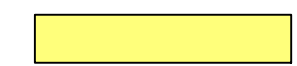



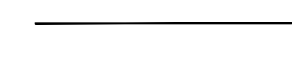
- PRESERVED TREE CANOPY
- DISTURBED TREE CANOPY
- EXISTING SLOPE 17-24.99%
- DISTURBED SLOPE 17-24.99%
- EXISTING SLOPE 25-34.99%
- DISTURBED SLOPE 25-34.99%
- EXISTING SLOPE >35%
- DISTURBED SLOPE >35%
- PARCEL 2 BOUNDARY

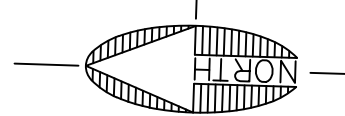


JOB NO: 222418		DATE: MAR 23		SCALE: AS SHOWN		DRAWN: JEE		DESIGN: JEE/KHF		CHECKED: SCI	
110 W. Dole Avenue Flagstaff, AZ 86001 928.774.8354 928.774.8934 fax www.swiaz.com											
 Shephard Wesnitzen Inc An ARDURRA Company											
NO.	DESCRIPTION	DATE	BY								
Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stakes, Inc. 808 84-1 or 1-800-514-1111 (AZ 8-5348)											
PROFESSIONAL SEAL STEPHEN C. JEWELL CIVIL ENGINEER ARIZONA, USA DRAWING NO. NRPP1 SHT NO. 5 OF 6											

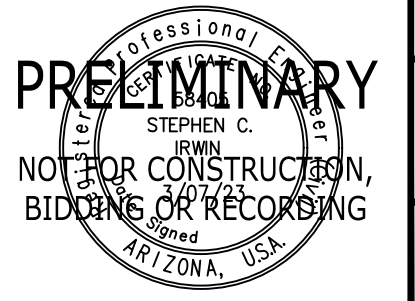


LEGEND




-  EXISTING TREE CANOPY
-  EXISTING SLOPE 17-24.99%
-  EXISTING SLOPE 25-34.99%
-  EXISTING SLOPE >35%
-  PARCEL 2 BOUNDARY
-  JUNIPER POINT PHASE 2 BOUNDARY



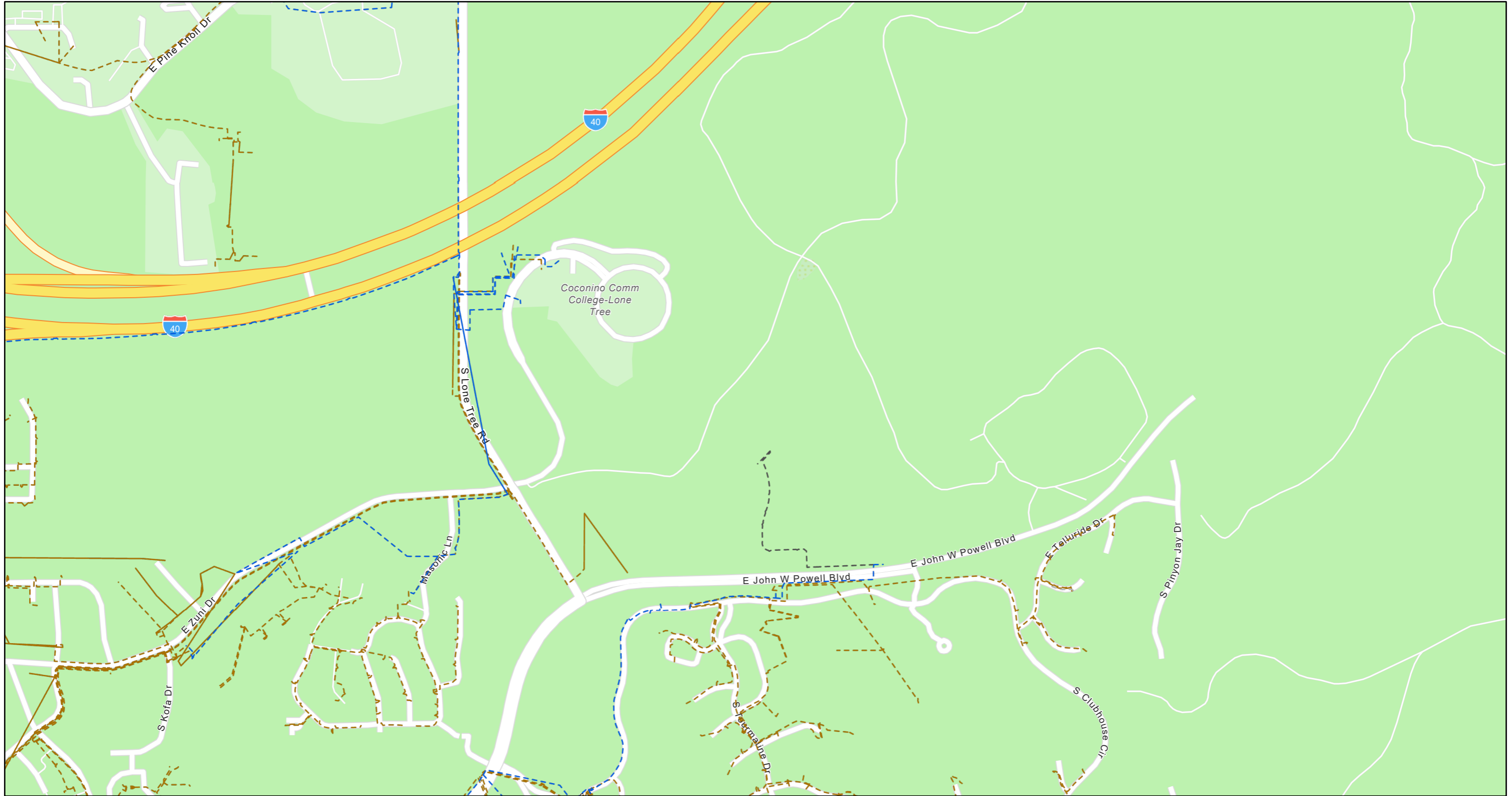
SCALE 1" = 100'
0 50 100



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  An ARDURRA Company											
PRELIMINARY NRPP - PARCEL 2											
PARCEL 2 AT JUNIPER POINT											
FLAGSTAFF ARIZONA											
REVISIONS											
NO.	DESCRIPTION	DATE	BY								
Call at least two full working days before you begin excavation.											
 ARIZONA 811 Arizona Blue Stakes, Inc.											
Drawing No. NRPP2											
SHT NO. 5 OF 6											

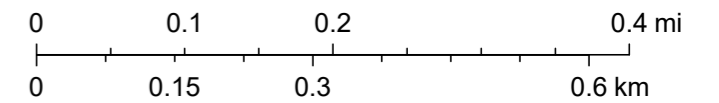
LUMEN Relocate Utility Map



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|-----------------------------------|--------------------------------------|------------------------------------|
| Local Copper Aerial Route | ----- Underground, Pending Placement | ----- Underground, In Construction |
| — Aerial, In Service | Fiber Routes | ----- Underground, In Service |
| Local Copper UG Route | — Aerial, In Service | |
| - - - - - Underground, In Service | | |



Esri Community Maps Contributors, County of Yavapai, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA



Shephard **▲** Wesnitzer, Inc.

An **ARDURRA** Company

110 West Dale Avenue, Suite 1
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Engineering an environment of excellence

March 10, 2023

Job #22120

PROJECT: Parcel 2 at Juniper Point

UTILITY CONFLICT LETTER

TO: UniSource

**FROM: Shephard-Wesnitzer, Inc., an Ardurra
Company (SWI)**

Martin Conboy
1459 E. Butler Ave.
Flagstaff, AZ 86001

Kayla Fleishman
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff subdivision development process, we have enclosed the Preliminary Plat for the Juniper Point – Parcel 2 development prepared by Shephard-Wesnitzer, Inc. The site is situated on the north side of J.W. Powell Boulevard.

Note that this is currently an undeveloped area with few or no anticipated conflicts. Please keep in mind while reviewing how future service could be provided to the proposed site. Please provide any comments and return them to us as soon as possible. Please also provide maps of any existing Unisource utilities in the vicinity of the site for coordination purposes. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

- APPROVED without comment and map provided.
- APPROVED with comment, as follows, and map provided.
- NOT APPROVED with comment, as follows.

SIGNED: Martin Conboy

TITLE: Gas Engineering Supervisor

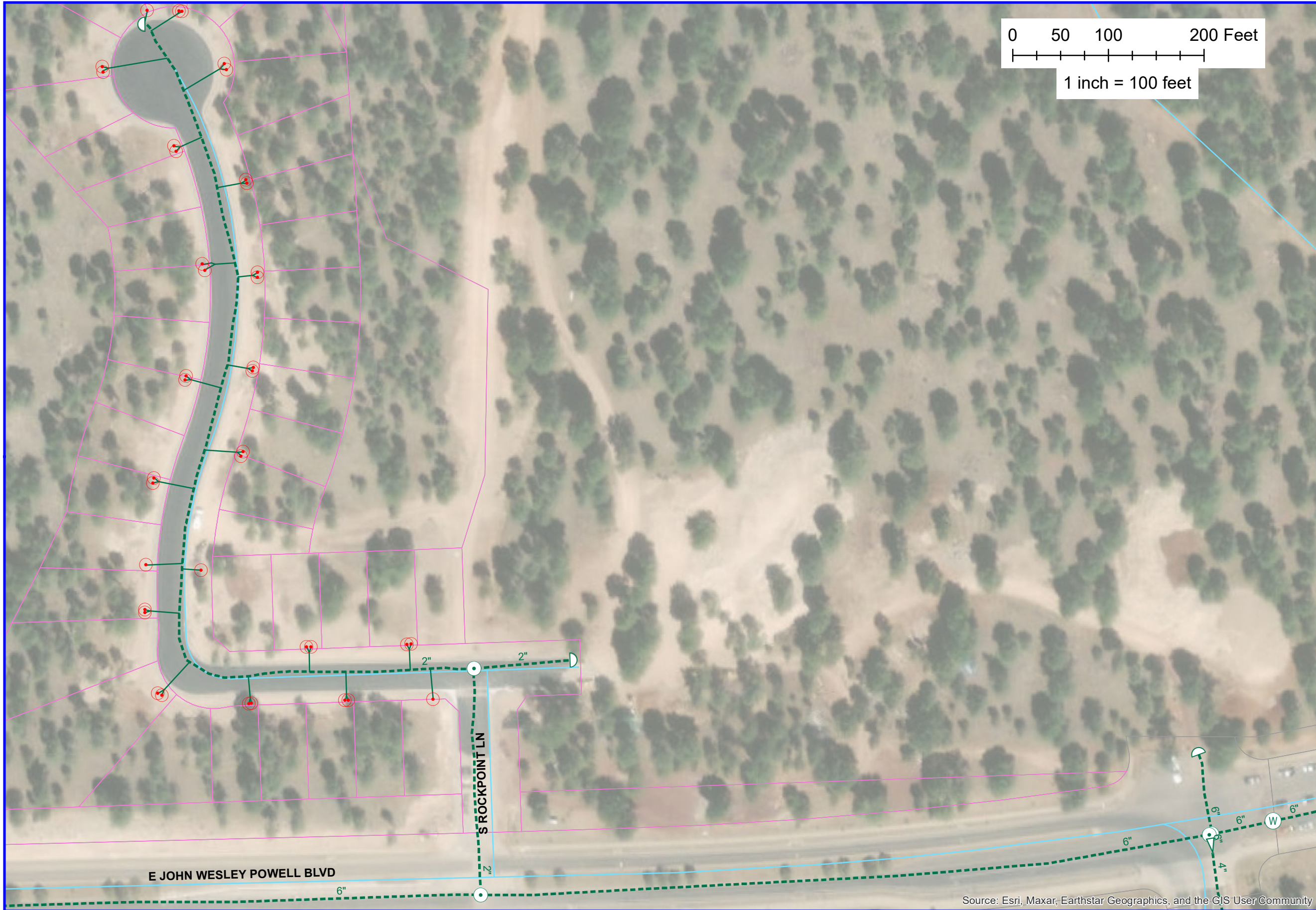
AGENCY: UNS Gas, Inc.

DATE: March 13, 2023

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: kfleishman@ardurra.com



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



811
 Know what's below.
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UNS Gas, Inc. - Juniper Point





Shephard  Wesnitzer, Inc.

An  ARDURRA Company

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Engineering an environment of excellence

March 13, 2023

Job #22120

PROJECT: Parcel 2 at Juniper Point

REVIEW AGENCY NOTIFICATION LETTER

TO: Flagstaff Unified School District

FROM: Shephard-Wesnitzer, Inc., an Ardurra Company (SWI)

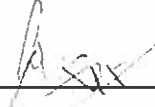
Justin DiNardi
3285 E. Sparrow Ave
Flagstaff, AZ 86001

Kayla Fleishman
110 W Dale Ave
Flagstaff, AZ 86001

In conformance with the City of Flagstaff subdivision development process, we have enclosed the Preliminary Plat for the Juniper Point – Parcel 2 development prepared by Shephard-Wesnitzer, Inc. The site is situated on the north side of J.W. Powell Boulevard.

Please provide any comments and return them to us as soon as possible. Thank you for taking the time to complete, sign, date, and return this document. Your transmittal may be by mail or email as indicated on the bottom of this page.

- APPROVED without comment and map provided.
 APPROVED with comment, as follows, and map provided.
 NOT APPROVED with comment, as follows.
-
-
-
-

SIGNED: 
AGENCY: FUSD 1

TITLE: Director of Operations
DATE: 10-23-23

110 W. Dale Ave.
Flagstaff, AZ 86001

Phone #: 928-773-0354

Email: kfleishman@ardurra.com

Juniper Point Parcel 2

Preliminary Plat

City Council | May 21, 2024

Wesley Welch | Planner





Request Overview

- Request from JP 325, LLC for **Preliminary Plat approval for Juniper Point Parcel 2** located at 2000 John Wesley Powell
- Single family subdivision with 62 single-family home lots on 17.54 acres in the RR (Rural Residential) Zone
- Staff approved the Preliminary Plat on March 15, 2024
- Planning & Zoning Commission recommended approval on April 24, 2024

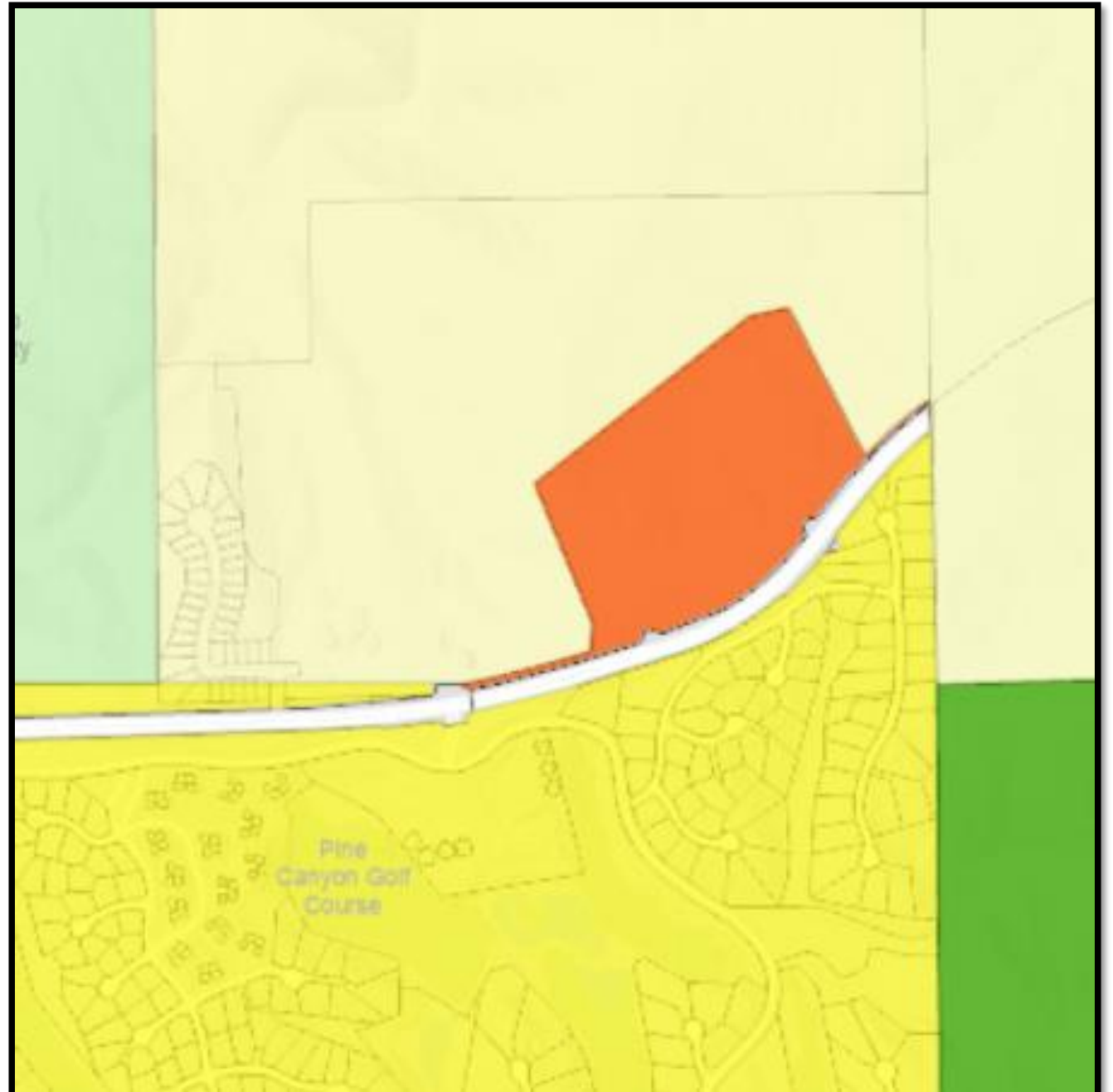
Vicinity Map

North: Undeveloped Land and Coconino Community College, RR Zone.

South: JW Powell Boulevard and Pine Canyon, R1 Zone.

West: Undeveloped land identified as Juniper Point South, HR Zone.

East: Juniper Point Parcel 1 subdivision, split RR and R1 Zone.





Juniper Point - Background



- 325-acre site between JWP Boulevard and I-40
 - Juniper Point Parcel 1, 38 lots includes 105.08 acres
 - Juniper Point Parcel 2 falls within the boundaries of Juniper Point Parcel 1

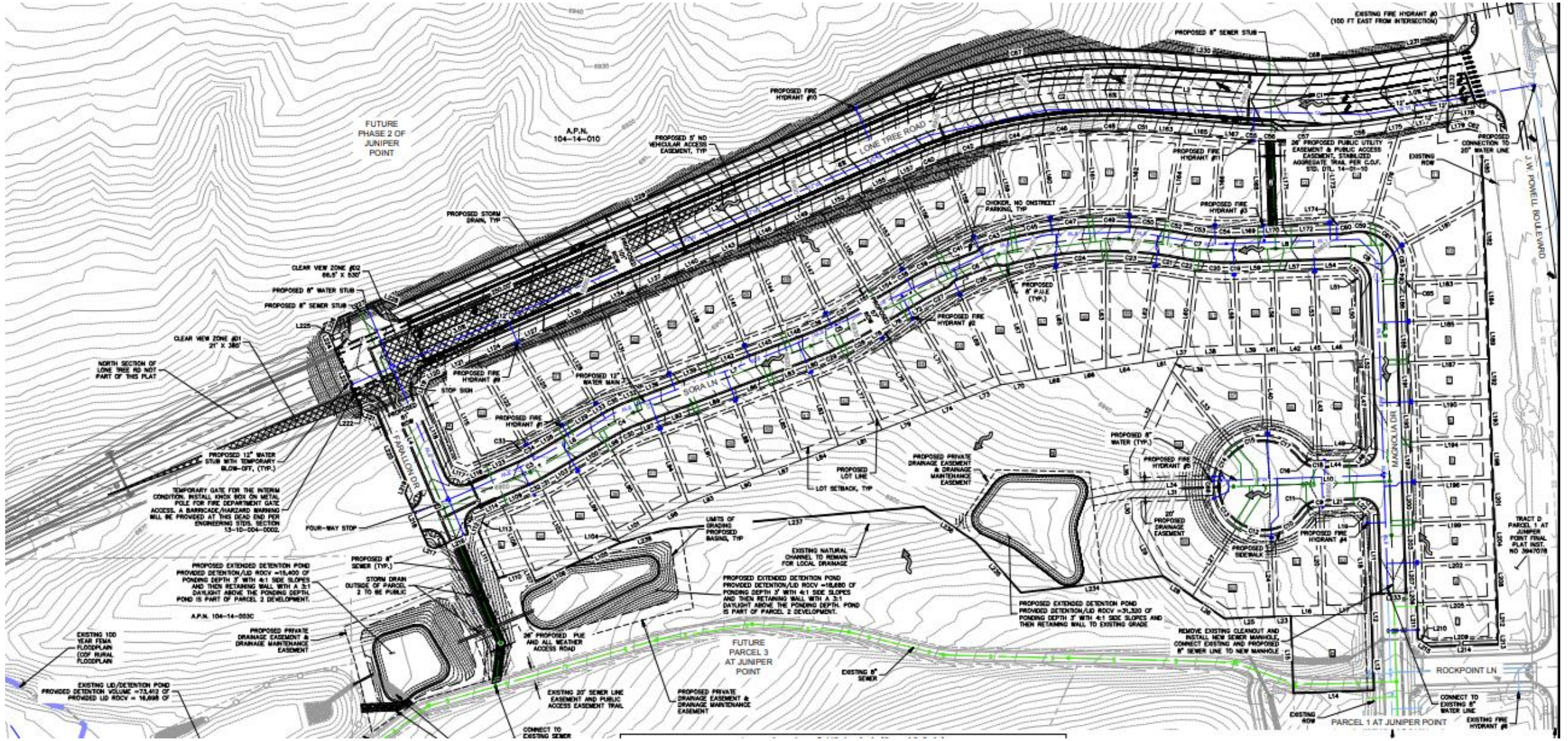


Parcel 2

- 17.54 acres which is part of the 105.08 acres from Juniper Point Parcel 1 Subdivision
- RR Zone (Rural Residential)
- 62 single family lots
- Resource Protection Overlay
 - Steep Slope and Forest resources are set aside to be protected, this site is currently meeting their requirements with land over the entire development site



Parcel 2 Preliminary Plat





Required Finding #1: Zoning Code (Title 10)



Meets Planned Residential Development (PRD) Zone Standards

- **Gross Density**
 - 3.53 units/acre
 - PRD allows clustering of density, maximum density for the RR zone is 1 unit/acre. Additional land is set aside to be preserved within Juniper Point Parcel 1 Subdivision
- **Lot design**
 - PRD allows for smaller lots, through clustering
 - Lots utilize T3N.2 transect zone standards
 - Single-Family House, Frontage Types, Reduced Setbacks



Required Finding #1: Zoning Code (Title 10)

Meets Resource Protection Standards

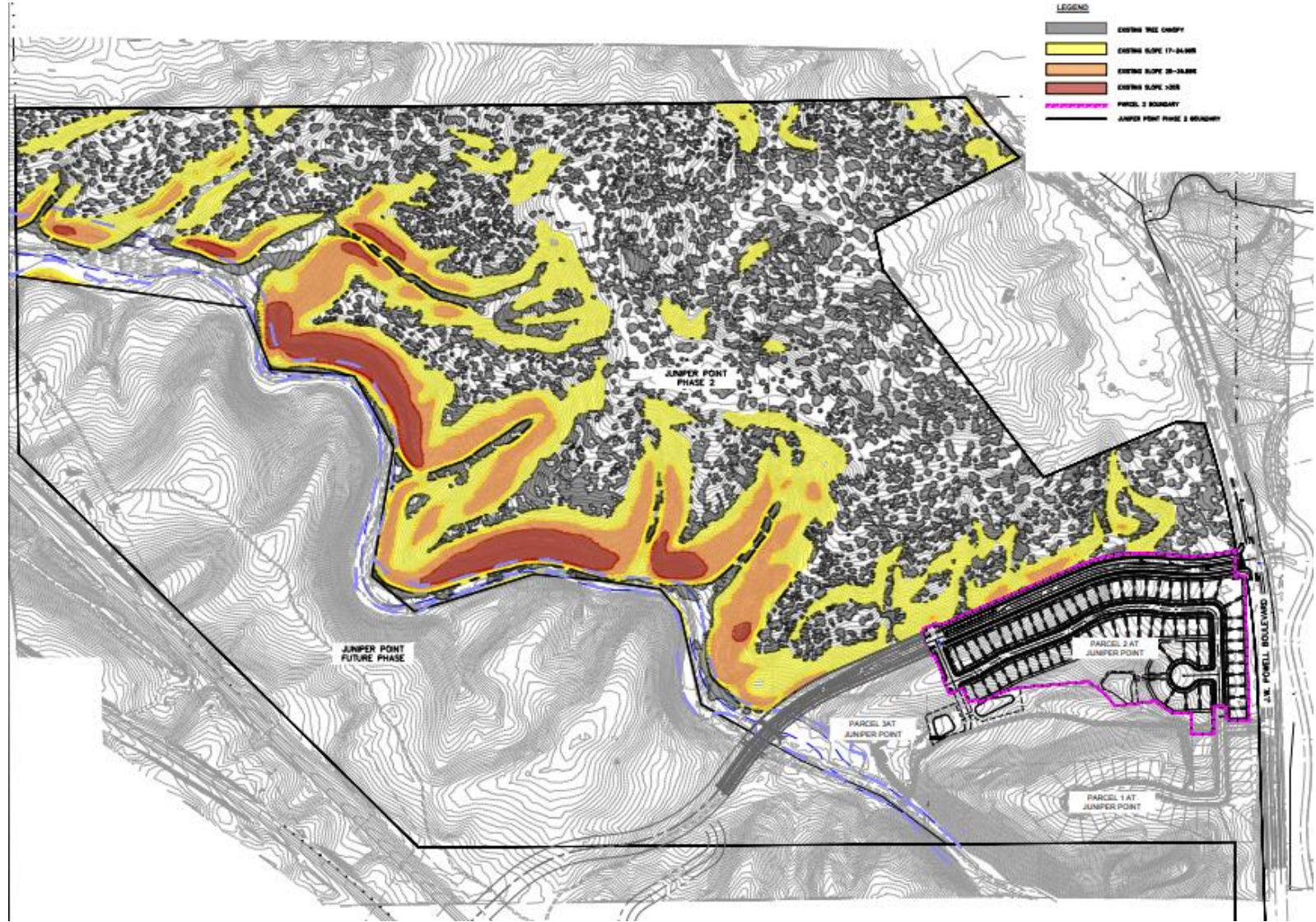
RESOURCE BANK FOR JUNIPER POINT					
	TOTAL AVAILABLE WITHIN JP PHASE 2	PARCEL 1	PARCEL 2	REMAINING AVAILABLE WITHIN JP PHASE 2	% PRESERVATION WITHIN JP PHASE 2
SLOPE AREA (SF) FOR 17-24.99%	1,570,969	535	-59,398	1,512,106	96.3%
SLOPE AREA (SF) FOR 24.99-34.99%	765,398	6,166	-134	771,430	100.8%
SLOPE AREA (SF) FOR >35%	275,109	0	0	275,109	100.0%
TREE CANOPY AREA (SF)	2,050,832	35,124	-90,369	1,995,587	97.3%

Note:

1. The table shows all natural resources for Juniper Point for Phase 2 (184.94 ac) and the excess (green)/shortage (red) of resources from Phase 1 (Parcels 1-2). The shortage of natural resources within Parcels 1-2 is subtracted from the natural resources available within Phase 2. The values credited to the development the subject parcel are noted in the tables to
2. A preservation rate above 100% indicates excess resources were preserved within Phase 1 of the development which can be credited to Phase 2.



Resource Protection Plan





Required Finding #1: Zoning Code (Title 10)

Meets other relevant standards

- **Historic/Cultural Resources**
 - Cultural Resource Study, dated April 2006, was submitted with the Development Master Plan for Juniper Point South and was accepted by the Heritage Preservation Officer.
- **Parks, Open Space, Pedestrian, Bicycle Facilities**
 - Proposed connection to Bow and Arrow Wash trail
 - This Plat contains Tracts that are set aside for Open and Civic Space.
 - These numbers are not perfectly calibrated, will be fixed on final plat.



Meets Engineering Standards

- Public systems analysis conducted to confirm preliminary compliance with Engineering Standards
 - Compliance confirmed with Civil Engineering Plans (after Preliminary Plat approval)
- Access and Traffic
 - Master Traffic Impact Analysis (TIA) still under review for the whole development site.
 - Traffic Statement was provided for Parcels 1-3 and was approved



Required Finding #2: Engineering Standards (Title 13)



Meets Engineering Standards

- Water and Wastewater
 - New 8" and 12" water line
 - New 8" sewer line
- Stormwater
 - Preliminary Drainage Report for Juniper Point Phase 1 (Parcels 1-3) was prepared March 7, 2023 and reviewed by staff.



Required Finding #3: Subdivisions Standards (Title 11)



Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
 - Identified in public systems analyses (previous slides)



Required Finding #3: Subdivisions Standards (Title 11)



Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Subdivision Standards and Regulations
 - Lot Design
 - Street Design
 - Easement Design
 - Block Design



Recommendation

Planning and Zoning Commission Recommendation

City Council, based on the required findings and the recommendation of the Planning and Zoning Commission (6-0), approves this Preliminary Plat, with the following conditions:

- 1) The Final Plat shall adjust the plat boundaries to include the remainder of Juniper Point Parcel 1 Tract G.
- 2) The Final Plat and Engineering plans shall adjust the plat boundaries to include all areas that are being utilized for Resource Protection calculations.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Kristine Pavlik, Housing and Grants Administrator
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-17: A resolution approving the City of Flagstaff's 2024 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD)

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-17 by title only
2. City Clerk reads Resolution No. 2024-17 (if approved above)
3. Adopt Resolution No. 2024-17

Executive Summary:

This staff summary is for the approval of the City of Flagstaff's 2024 Annual Action Plan (AAP) that is a required submission to the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG) program. This document identifies how the anticipated 2024 CDBG allocation will address Flagstaff's community needs identified in the 2021-2025 Consolidated Plan and how funding will be distributed within Flagstaff city limits.

The Annual Action Plan is due to HUD after the City of Flagstaff receives notification of its Program Year 2024 Entitlement Allocation. Timely submission of the Annual Action Plan will enable the City to continue its annual allocation of CDBG funding.

Financial Impact:

Approval of the above resolution is critical to the City of Flagstaff receiving its annual CDBG entitlement allocation. The CDBG entitlement amount for Program Year 2024 is \$588,146.00. In addition to the funding allocated by HUD, the City of Flagstaff is able to include program income and de-obligated funds from prior years to increase the amount available for allocation. These additional funds equal \$187,313.00. Therefore, a grand total of \$775,459.00 is available for CDBG-eligible projects for the 2024 Program Year, through the City of Flagstaff Annual Action Plan. The proposed allocation takes into consideration administrative costs and the City's financial impacts by including the indirect rate of 10%. The total FY2024-25 Budget for CDBG activities is \$1.7M in account numbers 021-05-108-6105-4 through 021-05-108-6121-4 in the Housing and Community Service Fund.

Policy Impact:

The Flagstaff City Council's CDBG Priorities (established January 2023):

- Provide affordable housing (rental and ownership)
- Address homelessness
- Support neighborhood revitalization
- Workforce development (including job training and lifespan education)

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

- **High Performing Governance**
 - Encourage public trust through transparency, accessibility & use of the City's public participation policy
 - Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow
- **Safe & Healthy Community**
 - Support social services, community partners & housing opportunities
 - Provide alternative responses, resources & programs, inclusive of mental health & other services
- **Inclusive & Engaged Community**
 - Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
 - Advance social equity & social justice in Flagstaff by supporting social services
 - Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices
 - Enhance community involvement, education & regional partnerships to strengthen the level of public trust
 - Ensure city facilities, services, & programs are accessible for all residents & representative of Flagstaff's diverse community
- **Sustainable, Innovative Infrastructure**
 - Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not
- **Robust Resilient Economy**
 - Support & strengthen a more robust, diverse, & sustainable economy in ways that reflect community values & provides for affordable housing opportunities
 - Enhance understanding between the development community, the City & Flagstaff residents
 - Enhance the community's workforce development programs & improve partnerships with higher education institutions & the private & public sectors
- **Livable Community**
 - Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages
 - Actively support attainable & affordable housing through City projects & opportunities with developers
- **Environmental Stewardship**
 - Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities

Regional Plan

- **Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.**
 - Policy NH.1.1. Preserve and enhance existing neighborhoods.
- **Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunities for all economic sectors.**
 - Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
 - Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms
- **Goal NH.4. All housing is safe and sanitary.**

- Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons. Policy NH.4.2. Reduce substandard housing units by conserving and rehabilitating existing housing stock to minimize impacts on existing residents.
- Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.
- Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.
- Policy NH.4.5. Renovate the existing housing stock to conserve energy and reduce utility and maintenance costs for owners and occupants.
- Policy NH.4.6. Consider and integrate public transportation, when possible, in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.
- Policy NH.4.7. Enforce compliance with fair housing laws.
- **Goal NH.5. Eliminate homelessness.**
 - Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
 - Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
 - Policy NH.5.3. Support and expand programs that prevent homelessness.
 - Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness

Carbon Neutrality Plan

- **Community resilience**
 - CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
 - CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
- **Equitable systems**
 - ES-2: Proactively engage community members on an ongoing basis
 - ES-4: Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

10 Year Housing Plan

- **Connect people to equitable housing solutions.**
 - Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
 - Connect 1.3 Continue to support and develop Coordinated Entry as a meaningful process that provides linkages to healthcare, behavioral health, and housing
 - Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.
 - Connect 2.1 Evaluate housing policies and strategies in City of Flagstaff planning documents through an equity lens.
 - Connect 2.2 Encourage community organizations such as local Continuum of Care to continue to integrate equity into programs and policies.
 - Connect 3: Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.
 - Connect 3.1 Raise awareness of housing security as a social determinate of health
 - Connect 3.2 Encourage neighborhoods, housing types and building practices that increase health.
 - Connect 3.3 Work in partnership with the community to develop and promote community health measurement data collection into housing services when viable
- **Preserve affordable housing**
 - Preserve 1: Encourage the adaptive reuse of buildings.
 - Preserve 2.2 Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.

- **Protect people from housing discrimination and remove housing barriers.**
 - **Protect 1:** Continue Flagstaff's commitment to further Federal and Arizona Fair Housing laws in all housing-related services and programs, valuing the efforts of those who seek to reduce barriers to equitable housing opportunities, and providing Fair Housing education and resources to the community.

Has There Been Previous Council Decision on This:

Staff received Council direction on Council CDBG priorities during the January 23, 2023 Council meeting which are identified in Policy Impact above and Background/History below.

Housing Staff presented an overview of CDBG applications received and the ranking committee and staff recommendations for CDBG funding allocations to the Housing Commission on March 28, 2024. The Housing Commission unanimously passed a motion to forward these recommendations to City Council with a recommendation for approval. Along with this recommendation, the Housing Commission also wanted to acknowledge that the location of the proposed Resource Center is located in a neighborhood with an existing concentration of social services.

Housing Staff presented these recommendations to City Council during the April 9, 2024, City Council work session. Council indicated lack of support for moving forward with the funding for the CATS request in the Housing category and directed staff to identify an alternate activity to utilize the funds in the Housing category.

Options and Alternatives:

1. Approve Resolution No. 2024-17 and authorize the submission of the Annual Action Plan to HUD.
2. Modify Resolution No. 2024-17 and authorize the submission to HUD.
3. Not approve Resolution No. 2024-17 and risk losing the 2024 and future CDBG allocations

Background and History:

In order to receive CDBG funding, the City must complete and submit to the HUD the required 2024 Annual Action Plan. This plan describes how CDBG entitlement funds will be used in the coming Program Year and how the annual entitlement will be allocated to meet community needs identified in the 2021-2025 Consolidated Plan.

Through the 2024 CDBG process, the City of Flagstaff Housing Section received 5 external proposals in response to the Notice of Funding Available (NOFA) released on January 24, 2024. Housing Staff identified a project by Flagstaff Shelter Services where health and safety needs were identified after the grant application deadline.

Per Council direction received on April 9, 2024 staff has identified an alternate activity for funding in the Housing category. Staff is recommending funding for Housing Solutions of Northern Arizona for the acquisition assistance for two rental units.

Staff has submitted internal requests on behalf of these partner agencies.

Housing staff are responsible for determining whether a proposed activity is eligible and conducting a risk assessment of the project as well as the applying agency. Federal funds require administrative knowledge and capacity to ensure compliant and timely expenditure of funds. Additionally, a Ranking Committee comprised of three community representatives and two City staff met to review the external proposals and rank them by consensus. Rankings primarily serve as a risk and benefit assessment and are the guiding input for staff recommendations brought to the Housing Commission and forwarded to City Council.

Below is a list of the proposals, in ranking order. The proposals are divided between Housing and Public Service categories as HUD requires two separate funding limits and different criteria. Housing Staff has

included two internal requests for projects on behalf of partner agencies. These were identified after Council direction to identify projects for CDBG funding due to a lack of proposals submitted. The projects and agencies have been determined low risk, and the unmet needs are in line with City Council priorities. Because of this, the internal requests are not ranked (NR) competitively with the other proposals.

Housing Activities	Proposed Project	Requested Funding	Ranking
Community Assistance Teams (CATS) of Flagstaff	Resource and Day Center - Property Acquisition	\$200,000.00	111.6
Staff Request on behalf of Flagstaff Shelter Services	Safety Improvements at The Lantern	\$252,113.00	NR
Staff Request on behalf of Housing Solutions of Northern Arizona	Acquisition assistance for 2 Affordable Rental Units	\$250,000.00	NR

Public Service Activities	Proposed Program	Requested Funding	Ranking
Coconino County Health and Human Services	Senior Nutrition Program	\$44,200.00	125.6
Community Assistance Teams (CATS) of Flagstaff	Mobile Shower and Outreach Bus	\$50,000.00	125.5
Boys and Girls Club of Flagstaff	Childcare and School Break Camps	\$75,000.00	107.9
Pearl Transit Corp. (Did not meet the threshold for ranking)	Oral Health Outreach and Services	\$60,000.00	NR

Key Considerations:

To receive continued CDBG funding, the City must complete an AAP that describes how CDBG funds will be used in the coming year and how the activities will accomplish the goals outlined in the 2021-2025 Consolidated Plan. The creation of the Consolidated Plan is an extensive process involving public and stakeholder input (gathered through surveys, public meetings, and a 45-day public comment period), community needs assessments, and a housing market analysis. The data outlined in the Con Plan helps determine the relative priority of activities and the populations that will be served in the coming years with federal funds.

HUD allows two priority designations -- high and low. Assignment of priority does not reflect a lack of need for any particular population or activity; it merely identifies those conditions that are most likely to be addressed with limited CDBG funding.

- High (H) priority activities are likely to be funded with CDBG resources during the next five years.
- Low (L) priority activities may be funded as opportunities arise.

Special Populations are certain clientele that are presumed by HUD to be low/moderate income and are defined as senior citizens, severely disabled adults, persons living with AIDS, battered spouses, abused children, the homeless, illiterate adults, or migrant farm workers. (HUD Terminology)

The table attached summarizes the 5-Year Consolidated Plan Goals, outlining associated CDBG activities, the priority level, and 5-year numeric goals for each. Activities that will be targeted to special populations are also indicated.

The table is designed to meet HUD requirements.

5-Year Consolidated Plan Goals			
Activities	Special Population	Priority Level	5-Year Goal
Neighborhood Revitalization, Public Facilities & Infrastructure			
Neighborhood Facility and Infrastructure Improvements		High	3,000 Individuals
Public Facilities	X	High	100 Individuals
Acquisition for Affordable Housing Development		Low	3 Units
Public Services & Economic Opportunities			
Services to Meet Basic Needs	X	High	300 Individuals
Workforce Development	X	Low	15 Individuals
Housing Stabilization		High	50 Individuals
Addressing Homelessness			
Service and Facility Operating Support	X	High	1,500 Individuals
Increase Shelter Beds/Units		High	15 Beds/Units
Providing Decent Affordable Housing			
Housing Rehabilitation	X	High	20 Units
Housing Development		High	3 Units
Housing Assistance		High	50 Households

Community Benefits and Considerations:

The CDBG entitlement amount for Program Year 2024 is \$588,146.00. In addition to the funding allocated by HUD, the City of Flagstaff is able to include program income and de-obligated funds from prior years to increase funding available for allocation. These additional funds equal \$187,313.00. Therefore, a grand total of \$775,459.00 is available for CDBG-eligible projects for the 2024 Program Year, through the City of Flagstaff Annual Action Plan. The proposed allocation takes into consideration administrative costs and the City's financial impacts by including an indirect rate of 10%

2024 CDBG Funding Recommendations

Funding recommendations are made after an extensive risk assessment and based on the eligibility of the project, adherence to CDBG regulations, and alignment with Council CDBG priorities and goals within the Consolidated Plan. A Ranking Committee comprised of community members (including members of the Housing Commission) and staff reviews and ranks all proposals to inform staff recommendations.

Below is the CDBG funding available and associated recommendations for the 2024 Annual Action Plan:

2024 Funding Available	
PY 2024 Entitlement Allocation	\$588,164.00
Program Income (PI)	\$142,000.00
De-obligated funds from Prior Program Years	\$45,313.00
Total Funding Available for Allocation	\$775,459.00

Planning and Administration Funding Recommendation

Federal CDBG regulations do not allow more than 20% of funds to be spent on Planning and Administration activities; allowable administrative funding for Program Year 2024 equals \$134,691.80. To ensure compliance with HUD funding caps, the recommended allocation is rounded down to \$134,000.00.

Below are the 2024 funding recommendations for the Administration category:

Administration and Indirect (20% Maximum)	
Grant Compliance and Administration	\$69,854.00
City of Flagstaff Indirect - 10%	\$64,146.00
Total Administration and Indirect	\$134,00.00*

**Rounded down to ensure compliance with 20% Administrative Cap*

Public Service Funding Recommendation

Federal CDBG regulations do not allow more than 15% of funds to be spent on Public Service Activities: \$101,018.85 or Program Year 2024. Staff recommends funding the highest ranking application in full, splitting the remaining funding between CATS of Flagstaff and Boys and Girls Club of Flagstaff. After receiving the final PY2024 Entitlement allocation, staff has increased each allocation by an equal percentage.

Below are the funding recommendations for the Public Service Category:

Public Service Activities (15% Max)	Proposed Program	Requested Funding	Staff Recommendation	Ranking
Coconino County Health and Human Services	Senior Nutrition Program	\$44,200.00	\$46,134.00	125.6
Community Assistance Teams (CATS) of Flagstaff	Mobile Shower and Outreach Bus	\$50,000.00	\$26,933.00	125.5
Boys and Girls Club of Flagstaff	Childcare and School Break Camps	\$75,000.00	\$26,933.00	107.19
Total Public Service Allocation			\$100,000.00*	

**Rounded down to ensure compliance with 15% Public Services Cap*

Housing Activity Funding Recommendation

After the above-recommended allocations, there is \$541,459.00 in CDBG funding available for Housing

Activities. Based upon Council direction received during the April 9, 2024 meeting, Staff recommends allocating the remaining funds to internal Staff requests made on behalf of Flagstaff Shelter Services and Housing Solutions of Northern Arizona.

The below chart compares each project's intended impact and the number of beneficiaries, with the goals outlined in the 2021-2025 Consolidated Plan to demonstrate the Community Benefit of the CDBG funding recommendations.

Below are the funding recommendations for the Housing Category:

Housing Activities	Proposed Project	Requested Funding	Staff Recommendation	Ranking
Community Assistance Teams (CATS) of Flagstaff	Resource and Day Center - Property Acquisition	\$200,000.00	\$0 - per Council direction received on April 9, 2024	111.6
Staff Request on behalf of Flagstaff Shelter Services	Safety Improvements at The Lantern	Not Applicable	\$270,729.50	Not Ranked
Staff Request on behalf of Housing Solutions of Northern Arizona	Acquisition assistance for 2 Affordable Rental Units	Not Applicable	\$270,729.50	Not Ranked
Total Housing Activity Allocation			\$541,459.00	

The chart below details the 2024 CDBG funding and allocation recommendations:

2024 CDBG Funding Allocation Recommendations				
Proposed Project/Program	Recommended Funding	Beneficiaries	Con Plan Activity	Con Plan 5-Year Goal
Housing Solutions of Northern Arizona - Property Acquisition	\$270,729.50	2 Households / 2 Units	Housing Development	3 Units
Flagstaff Shelter Services - Safety Improvements at The Lantern	\$270,729.50	103 Shelter Beds/Units 400 Individuals	Increase Shelter Beds Public Facility Improvements	15 Shelter Beds/Units 100 Individuals
Coconino County Health and Human Services - Senior Nutrition Program	\$46,134.00	120 Individuals	Services to Meet Basic Needs	300 Individuals
Community Assistance Teams of		250	Service and Facility	1,500

Flagstaff - 2024 CDBG Funding Allocation	Individuals Recommended	Operating Support	Individuals
Mobile Shower and Outreach Bus			
Boys and Girls Club of Flagstaff - Childcare Scholarships	\$25,000.00	25 Youth	Services to Meet Basic Needs 300 Individuals
Total Housing and Public Services Activities			\$641,459.00
Total Administration and Indirect			\$134,000.00
Total 2024 CDBG Allocation			\$775,459.00
Total Individuals Proposed to be Served in Program Year 2024		103 Shelter Beds/Units 2 Affordable Housing Units 1047 individuals (approx. 392 households)	

Community Involvement:

Public participation requirements for the Annual Action Plan offer extensive community involvement and collaboration, ranging from public meetings and public comment periods to a ranking committee and Housing Commission recommendations, these requirements are outlined in the Council-adopted CDBG Citizen Participation Plan.

In preparing the Annual Action Plan, the City encouraged public input by contacting public and private agencies that provide housing or human services, neighborhood organizations, and citizens. The City held three meetings to solicit public input on the past year's project performance and recommendations for new project allocations for the upcoming program year. Public meetings included:

1. Discussion of the amount of CDBG funds expected to be available including program income and prior year's funds not yet allocated to project use;
2. The full range of HUD activities that may be undertaken with the funding being discussed;
3. The amount of resources that will be directed to low and moderate-income households; and
4. The uses of funds in the prior years

Public Participation

Public Meeting: Community Input on use of CDBG funding in target neighborhoods and Citywide - January 18, 2024

- Display advertisement (January 9, 2024 -- AZ Daily Sun)
1. Discussed the purpose and content of the Consolidated/Annual Action Plan
 2. Received public comments regarding community needs and priorities
 3. Discussion of the type and amount of Federal funds anticipated to be available and eligible activities
 4. Discussion with City of Flagstaff Capital Improvement, Planning, and PROSE departments, as applicable, regarding upcoming City projects in target areas.

Public Meeting: Presentation regarding Program Year 2024 Annual Action Plan and Notice of Funding Available - January 24, 2024

- Display advertisement (January 9, 11, and 16, 2024 -- AZ Daily Sun)
 - Meeting to discuss the CDBG proposal process and the Annual Action Plan
1. Discussed the purpose and content of the Consolidated Plan/Annual Action Plan
 2. Received public comments regarding community needs and priorities

3. Discussion of the type and amount of Federal funds anticipated to be available and eligible activities
4. Discussion of the City's CDBG open proposal process and accessibility of NOFA

**Public Meeting: Public Comment on PY 2024 Annual Action Plan and Proposals Received
- February 29, 2024**

- Display advertisement (February 6 and 13, 2024 -- AZ Daily Sun)
 - Meeting to review the submitted proposals and allow public comment in preparation of funding recommendations and Annual Action Plan
1. Presentation by City staff of activities proposed to be undertaken and funded
 2. Open discussion of the proposed activities
 3. Discussion of estimate of the low-income benefit related to proposed activities
 4. Discussion of displacement issues and City anti-displacement policy
 5. Presentation by staff of draft Annual Action Plan

Open Grant Process:

- NOFA (Notice of Funding Available) Released - January 24, 2024
- Proposals due to the City of Flagstaff on February 26, 2024
- Proposal Ranking Committee with Citizen Participation and Staff on March 20, 2024

**Public Comment Period for Draft documents posted on City of Flagstaff Housing Section Website:
Annual Action Plan - March 5 -- April 5, 2024**

- Display advertisement (January 9, 11, and 16, 2024 -- AZ Daily Sun)
- Display advertisement (February 6 and 13, 2024 -- AZ Daily Sun)

Public Meeting: Presentation to City of Flagstaff Housing Commission - March 28, 2024

- Presentation by City staff of the Annual Action Plan and recommendations for funding
- Open public hearing regarding activities proposed to be undertaken
- Recommendation for approval to City Council

Public Meeting: City Council Work Session City Council Work Session -- April 9, 2024

- Presentation and discussion with City Council regarding the 2024 Annual Action Plan
- Request for City Council input and direction
- Comments may be submitted by mail or email, or citizens may provide public comment at the meeting

Public Meeting: City Council Meeting -- May 21, 2024

- Consideration and Approval of Resolution No. 2024-17 and authorizing the submission of the Annual Action Plan to HUD.

With efforts to attract a diverse group of social service agencies, emails were distributed to all members of Coconino County's Continuum of Care (approx. 300 members). Additionally, agencies that had previously requested information and/or had been involved in the CDBG proposal process in prior years received personal invitations. The proposal format was provided at the January 24, 2024, public meeting and placed on the City website with a submission deadline of February 26, 2024. Advertisements were also placed in the Arizona Daily Sun, the City of Flagstaff Housing Section Newsletter, mailing list, and web page as well as on Instagram and Facebook.

Attachments: [Res. 2024-17](#)
 [Draft Annual Action Plan](#)
 [Presentation](#)
 [Summary of CDBG Proposals](#)

RESOLUTION NO. 2024-17

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT BLOCK GRANT 2024 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RECITALS:

WHEREAS, the Flagstaff City Council is committed to the welfare of its low and moderate income residents; and

WHEREAS, the Flagstaff City Council is committed to meeting the national objectives of the United States Department of Housing and Urban Development (“HUD”) to: (1) benefit low and moderate income persons, (2) address slum and blight conditions, and (3) meet an urgent community need; and

WHEREAS, the City of Flagstaff has been designated as a Community Development Block Grant (“CDBG”) Entitlement Community by HUD; and

WHEREAS, preparation of the Annual Action Plan is a federal requirement in order for local entitlement jurisdictions to continue to receive CDBG and other HUD grant funding; and

WHEREAS, the City of Flagstaff has prepared a 2024 Annual Action Plan in order to meet the federal requirement; and

WHEREAS, the Flagstaff City Council has reviewed and approved the 2024 Annual Action Plan.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the submission of 2024 Annual Action Plan be hereby authorized to reflect the following use of the 2024 CDBG funds, program income, and the reallocation of CDBG funds from previous program years:

CDBG Program Year 2024 Funds Available for Allocation

2024 Entitlement Award	\$588,146.00
Program Income (PI)	\$142,000.00
De-obligated funds (HSNA, BGCF)	\$45,313.00
Total Available	\$775,459.00

CDBG Program Year 2024 Entitlement Funds Allocation

Administration and Planning **\$134,000.00**

<i>Grant Compliance and Administration</i>	\$69,854.00
<i>Estimated City Indirect Rate of 10%</i>	\$64,146.00

Housing and Economic Development Activities **\$541,459.00**

<i>Housing Solutions of Northern Arizona Assistance for Affordable Rental Unit Acquisition</i>	\$270,729.50
<i>Flagstaff Shelter Services Safety Improvements at The Lantern</i>	\$270,729.50

Public Service Activities **\$100,000.00**

<i>Coconino County Health and Human Services Senior Nutrition Program</i>	\$46,134.00
<i>Community Assistance Teams of Flagstaff Mobile Resource and Outreach Bus</i>	\$26,933.00
<i>Boys and Girls Club of Flagstaff Childcare Scholarships</i>	\$26,933.00

Total City of Flagstaff Fund Request	\$775,459.00
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SECTION 2. Should the City of Flagstaff receive notice of a post allocation adjustment to the CDGB Entitlement, each awarded project shall receive an allocation increase or decrease based on the total overall allocation adjustment. Each allocation will be increased or decreased, as applicable, by an equal percentage.

SECTION 3. That the Housing Section be authorized to submit this resolution and Annual Action Plan to HUD.

SECTION 4. That the City Manager be authorized to execute agreements for the allocations with the parties and in the amounts authorized by Council in this Resolution and that the Mayor and/or

the City Manager be authorized to execute all associated certifications and grant acceptances.

SECTION 5. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of May, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A – 2024 Annual Action Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan (AAP) is submitted to the U.S. Department of Housing and Urban Development (HUD) on an annual basis and serves as the formal application for the use of Community Development Block Grant (CDBG) entitlement funds received by the City of Flagstaff. The Annual Action Plan identifies available resources, annual goals, projects, and activities for the Program Year, beginning July 1, 2024, and ending June 30, 2025.

The City of Flagstaff Annual Action Plan describes allocations for the Community Development Block Grant program for the coming year – Program Year 2024, the fourth year of the 2021-2025 Consolidated Plan. The Consolidated Plan guides the allocation of funds over the five-year period and addresses the goals and priorities identified by the community. New activities selected for funding were determined through a Notice of Funding Available and proposal process and the submission of the Annual Action Plan was approved by the Flagstaff City Council. The CDBG program generally provides for a wide range of eligible activities, all for the benefit of low and moderate-income City of Flagstaff residents, as outlined in the sections below.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Community Development Block Grant program is provided through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Flagstaff is classified as an 'Entitlement Community'. This means that Flagstaff does not apply for the CDBG program, but is allocated CDBG funds at a level based on a HUD formula involving population and demographics.

To receive CDBG funds, every five years the City must complete a Consolidated Plan and annually an Annual Action Plan, based on the Consolidated Plan that details the uses of funds. The Housing and Community Development Act of 1974 created the CDBG program with three primary objectives against which HUD evaluates the Consolidated Plan and the City's performance. Congress' primary objective for CDBG is to improve communities, principally for low and moderate-income persons by:

- Providing Decent Housing,
- Providing a Suitable Living Environment, and
- Expanding Economic Opportunities.

The Annual Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Program Years 2021-2025, submitted to HUD on May 15, 2021. The Annual Action Plan provides a brief description of the programs and projects of the City of Flagstaff in Program Year 2024, as well as funding announcements for the CDBG program.

The City of Flagstaff's Five-Year Consolidated Plan for Program Years 2021-2025 outlines specific steps for the community as it works to meet the housing and community development needs of low-and moderate income and special needs households. As part of the consolidated planning process the City conducted a comprehensive housing and community development Needs Assessment and Market Analysis. With these assessments and additional community data along with public and stakeholder input collected the City identified four priority needs and established 11 activity goals for meeting these community needs in the five years covered by the Consolidated Plan.

Identified High Priority Needs and Activity Goals Established

- **Support neighborhood revitalization and public facilities and infrastructure improvements especially in established target areas including:**

1. Neighborhood revitalization including Neighborhood Facility and Infrastructure Improvements (3,000 people)
2. Public Facilities Improvements (100 people)
3. Acquisition for Affordable Housing (100 people)

- **Support public services and economic opportunities for low-and moderate income persons including:**

1. Services to Meet Basic Needs (300 people)
2. Workforce Development (15 people)
3. Housing Stabilization Services (50 households)

- **Support services and projects addressing homelessness including:**

1. Service and Facility Operating Support (1,500 people)
2. Increase Shelter Beds/Units (15 beds/units)

- **Support the development, accessibility, and preservation of decent affordable housing including:**

1. Rehabilitation of owner and/or renter households/units (20 units)
2. Development of owner and/or renter affordable housing units (3 units)
3. Housing Assistance for owner and/or renter households (50 households)

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In the context of limited CDBG and leverage funding, the City made significant progress towards investing in housing and public and supportive services for vulnerable populations. Since the COVID-19 global pandemic starting in 2020 and with impacts continuing to the present year, more households are desperately needing relief programs and the City and its partner agencies have stepped in to provide a variety of services, many aimed to serve people at risk of or experiencing homelessness. Significant progress was also made towards providing economic opportunities and a large number of individuals benefitted from non-congregate shelter, homeless services outreach, homeless youth educational services and the development and expansion of permanent supportive housing.

Moderate progress towards increasing the availability and affordability of housing for owners and renters was also made due to few opportunities to invest in additional housing. The City continued to make progress towards strengthening coordination and delivery of resources, operating the City of Flagstaff Public Housing Authority and City Housing Sections in one department, and maintaining a high level of involvement with the Coconino County Continuum of Care and Flagstaff Front Door for Coordinated Entry.

Throughout the past Program Year, the City was able to continue to take advantage of public service cap waivers for projects responding to the Coronavirus. These projects provided coordinated entry, outreach and non-congregate shelter for thousands of individuals and families experiencing homelessness. Waivers allowing for subsistence payments for up to 6 months for low-income households were used to provide funding for eviction prevention for 52 households, preventing 145 individuals from becoming homeless.

Funds were used to provide paid apprenticeships for domestic violence victims experiencing homelessness, allowing them to gain skills in sewing production and obtain full time employment in the industry. Additionally, 37 children from 19 households received scholarships for childcare from the Boys and Girls Club, allowing their guardians to work or search for work without the burden of childcare costs.

The City is proud of the past Program Year and will continue to utilize viable resources to improve the quality of life in the Flagstaff community. In all, a total of 1,334 individuals were beneficiaries of CDBG services during the 2022 Program Year. 100% of households benefitted by CDBG funds from the City of Flagstaff were low-moderate income with the vast majority earning less than 30% of the Area Median Income.

The City strives to utilize CDBG funds in target neighborhoods; however, the actual distribution of funds to target areas depends on the number and type of proposals received. The target neighborhoods

include Flagstaff's historic settlements and are characterized by the widespread need for housing rehabilitation; dilapidated structures and under-utilized sites; as well as water and sewer line replacement. Neighborhood Infill programs, revitalization efforts, and planning processes are now being implemented in all target neighborhoods, as the market and funding allows. CDBG allocations for Program Year 2023 included 44% of CDBG funding for public facility improvements in the Southside Target Neighborhood.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

A draft of the Annual Action Plan was available on-line at the City's website for a 30-day comment period beginning March 5, 2024, and ending April 5, 2024. A public hearing was held during the April 9, 2024, during the City Council work session, to recommend activity allocations for the Program Year 2024 Entitlement. The public and stakeholders were encouraged to attend and offer comments or to submit written comments directly to Council. At the City Council Meeting held April 16, 2024, final decisions on the funding allocations for selected proposals were received and submission of the Annual Action Plan approved by City Council.

Notice of public meetings were published at one week prior to each meeting in the Arizona Daily Sun, a newspaper of general circulation and to members of the local Continuum of Care. The Continuum of Care has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful. Notifications were also published on the City of Flagstaff Housing social media and web pages.

Emails and notices provided information about the topic of the forum or meeting, location, and how comments could be submitted if the person(s) was unable to attend. The forums and meetings were held in handicapped accessible locations with some held as hybrid offering both in person and in person attendance. Accommodations for those with hearing and special language needs were made on an as needed basis when at least twenty-four-hour notice was provided to the City.

The City of Flagstaff Housing Commission serves as an advisory board to City Council; makes recommendations with respect to housing policies, needs, and programs in Flagstaff; and furnishes the Council with information through the Housing Director. Two representative members of the Housing Commission took part in the official ranking of applications for the 2024 Program Year. Additional staff presented the recommendations at the March 28, 2024, Housing Commission meeting and the commission voted unanimously to forward the recommendations to City Council with a recommendation to approve.

With the 2021 Consolidated Plan, the City added additional public participation to its Citizen Participation Plan. This includes two meetings with target neighborhoods residents in partnership with A League of Neighborhoods (including Southside Community Association, La Plaza Vieja Neighborhood Association and Sunnyside Neighborhood Association).

In September 2022, A League of Neighborhoods (ALN) and City staff from Housing, Capital Improvements, Transportation, Code Enforcement, Planning, and Parks and Recreation held an open house for residents from target neighborhoods to provide an overview of the CDBG program, the 5 year Capital Improvement Plan and the internal process for identifying projects in target areas that may be eligible to be funded with CDBG dollars. The residents and neighborhood association members provided a wealth of feedback regarding area needs and priorities. Applicable City Commissions were also encouraged to attend. As part of the Annual Action Plan process, City staff also hosted a meeting for target neighborhood residents in January 2024 to discuss projects proposed by the City for potential CDBG funding for the upcoming Program Year.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received.

7. Summary

The City of Flagstaff conducted public outreach and accepted applications and public comment related to funding recommendations/allocations that meet the priority needs and established 5-year goals and objectives in following priority areas:

- neighborhood revitalization, public facilities, and infrastructure,
- public services and economic opportunities,
- addressing homelessness, and
- decent affordable housing.

The table below summarizes planned CDBG activities and the priority level and 5-year numeric goal for each. Activities that might be targeted to special populations are indicated. The table is designed to meet HUD requirements.

Activity	Special Population	Priority Level	1-Year Goal	5-Year Goal
Public Facility Improvements	Homeless	High	500 Individuals	100 Individuals
Increase Shelter Beds	Homeless	High	103 Shelter Beds/Units	15 Shelter Beds/Units
Services to Meet Basic Needs	Elderly	High	120 Individuals	300 Individuals
Service and Facility Operating Support	Homeless	High	500 Individuals	1,500 Individuals

Table 1 - 2024 Annual Action Plan and Five-Year Consolidated Plan Goals

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PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FLAGSTAFF	City of Flagstaff Housing Section

Table 1 – Responsible Agencies

Narrative (optional)

The City’s Housing Section is the HUD “lead agency” for the CDBG Consolidated Plan and Annual Action Plan. The Housing Section is part of the City’s Community Development Division. In addition to Housing, the Community Development Division includes the Planning and Development services sections.

The Housing Section works to address the shortage of affordable housing with a number of programs and tools. In addition to administration of the CDBG program, the Housing Section performs four primary functions.

- 1) Research and Planning. Key to this focus area is the identification and maintenance of data pertinent to housing in Flagstaff and nationally, the creation and implementation of plans, the location and review of best practices and additional tools being used in other communities, and project specific planning.
- 2) Policy. The development and subsequent implementation of policy initiatives is critical to the success of the City of Flagstaff’s overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector’s ability to provide market based solutions.

3) Housing Programs and Development. This focus area encompasses programmatic areas, as well as the implementation of previous planning efforts, resulting in the creation of housing opportunities.

4) The Flagstaff Housing Authority owns and manages 265 units of low-income public housing, administers 342 Section 8 Housing Choice Vouchers, 106 VASH Vouchers for Veterans, 40 Mainstream vouchers for households with a disabled adult, 29 Emergency Housing Vouchers and 3 Foster Youth Initiative (FYI) Vouchers for youth aging out of the State foster care system. The Housing Authority also manages Clark Homes, a Section 8 new construction development with 80 units of low-income housing and provides twelve Section 8 Certificates for the seriously mentally ill, in partnership with the Guidance Center. There are currently more than 150 landlords participating in the City's Rental Voucher Programs.

Consolidated Plan Public Contact Information

Kristine Pavlik, Housing and Grants Administrator

City of Flagstaff

211 West Aspen Avenue

Flagstaff, AZ 86001

928-213-2749

Kristine.Pavlik@flagstaffaz.gov

The City of Flagstaff UEI is 000000000

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

In developing the 2024 Annual Action Plan, the City consulted with agencies providing services related to housing, social services, elderly persons, disabled persons, persons with HIV/AIDS, children experiencing neglect, and individuals and families impacted by homelessness.

A draft of the Consolidated Plan was made available on-line at the City's website starting March 5, 2024. A public hearing was held on April 9, 2024, with City Council. The public and stakeholders were encouraged to attend and offer comments or to submit written comments.

Additional consultation took place with the Coconino County Continuum of Care, a group of organizations providing services to homeless individuals and families as well as with resident of CDBG identified target neighborhoods through two outreach meetings held in September 2022 and January 2024.

With the development of Flagstaff's Consolidated Plan in 2021, the Citizen Participation Plan was updated to include 2 public meetings specific to outreach in target neighborhoods. The first is held in the late summer/early fall and is used to gather citizen feedback on concerns citywide as well as provide information about City funding avenues and project selection processes. The second is held during the City's Annual Action Plan process and is specific to target neighborhoods identified in the CDBG Annual Action Plans and Consolidated Plan. City staff will provide information about possible internal projects that may request CDBG funding.

Many of the ongoing concerns of citizens in Flagstaff are related to wildfires and flooding. The City continues to work with United Way of Northern Arizona to provide resources for residents impacted by flooding and fire resources. City Staff regularly attends and participates in VOAD meetings (Volunteers and Organizations Active during Disasters) and continues to apply for grants for flood mitigation.

Lastly, the City of Flagstaff has created a Broadband Infrastructure Master Plan and meets regularly with community partners like Coconino County, Northern Arizona University, and the Flagstaff Unified School District. The City of Flagstaff has allocated approximately \$3 million for fiber projects this year.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City has developed an extensive mailing and email list that includes over 150 people that represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these

agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

The City of Flagstaff participates in the local Continuum of Care as a member organization and on the Executive Committee. The Continuum of Care has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful. The City also encourages engagement through the City of Flagstaff – Housing Facebook Page.

In developing the 2024 Annual Action Plan, the City consulted with agencies providing services related to housing, social services, elderly persons, disabled persons, persons with HIV/AIDS, children experiencing neglect, and individuals and families impacted by homelessness. Agencies participating in the Annual Action Plan public meeting were:

1. Catholic Charities of Northern Arizona
2. Coconino County Health and Human Services
3. City of Flagstaff Housing Section
4. City of Flagstaff Water Services
5. Flagstaff Shelter Services
6. City of Flagstaff Capital Improvement and Engineering
7. Housing Solutions of Northern Arizona
8. Salvation Army
9. Threaded Together
10. Boys and Girls Club of Flagstaff
11. Community Assistance Teams of Flagstaff
12. DNA People's Legal
13. Habitat for Humanity

The City Housing Section works with coordinated entry, various agencies, committees along with City and County departments to coordinate resource delivery to eligible households. The City supports developers, when appropriate, that are seeking funding for Low Income Housing Tax Credits and provides support to other projects that will serve Flagstaff's low and moderate-income households.

Activities that serve a special population, including homeless populations, and projects located in target neighborhoods received additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees, and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency and transitional shelter services and permanent supportive housing opportunities. City of Flagstaff staff participate on the Executive Committee.

The City has participated on the Point-In-Time (PIT) steering committee for the seven years and worked with Northern Arizona University to assist in developing the survey instrument for the Balance of State Continuum of Care. In addition, City Staff leads the Flagstaff Project Homeless Connect steering committee and the System Design Steering committee.

City staff has been instrumental in the creation of Front Door Coordinated Entry. The System Design Steering committee has created a single point of entry for coordinated assessment in the Flagstaff area, known as Front Door. Since January 2017, accessing housing and services has been dramatically simplified for those in crisis. When members of the community identify themselves to be in a housing crisis, they can access community services by entering the Front Door Program.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Flagstaff is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Flagstaff Shelter Services, Inc.
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Flagstaff Shelter Services offers homeless individuals shelter and supportive services and is focused on chronically homeless individuals, many of whom have serious psychiatric or substance abuse issues. Flagstaff Shelter Services provides all individuals experiencing homelessness with coordinated entry know as Flagstaff's Front Door. The agency was consulted through public meetings, the public comment period and one on one technical assistance.

Identify any Agency Types not consulted and provide rationale for not consulting

All major agencies, including social service, housing, and health agencies; other government agencies; planning organizations; and business and civic leaders, providing a full range of public services in and around the City of Flagstaff were contacted to request comments. No specific agency or agency type was excluded. All agencies are offered the opportunity to have input into the Consolidated Plan and Action Plan through stakeholder meetings, public meetings, e-mail, and written input. No specific agency types were identified as not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Arizona Department of Housing	The City's Consolidated Plan identifies addressing homelessness as a priority need.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City Housing Section works with Coconino County and various City and County departments to coordinate resource delivery to eligible households. The City works with the State’s homeless and special needs staff and the local Continuum of Care to support as many targeted activities as CDBG funding will allow. The City supports developers, when appropriate, that are seeking funding for LIHTC and other projects that will serve Flagstaff’s low and moderate income households. The City participates with the Coconino County Continuum of Care (managed by the Arizona Department of Housing), including working groups, sub-committees, and advisory groups around specific homeless and at risk-populations. These meetings bring together shelter providers, prevention providers, housing providers and agencies that deliver prevention, rapid re-housing, emergency, and transitional shelter services, as well as permanent supportive housing opportunities. Flagstaff City staff participate on the Executive Committee. City staff also lead the Point-in-Time steering committee, the Homeless Connect steering committee and sit on the systems design steering committee.

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Flagstaff makes funding allocations based on community priorities and input. Priorities are determined by City Council and through input provided by the public, both in the planning and application processes.

Investments are allocated based on City Council's determination. Proposals for eligible activities are solicited through a formal Request for Proposals (RFP) process, which is open to qualified external organizations and City sponsored projects. Submitted proposals are evaluated and ranked, and a summary of the evaluation is presented to City Council for its review and consideration in making final funding decisions. A review committee consisting of City staff and external members determines a score for each proposal and makes recommendations to City Council based on the following priorities: City Council annual CDBG priorities, 5-year Consolidated Plan and eligible CDBG funding. The need for funds and the demand for the project are demonstrated; Geographic areas designated as target neighborhoods due to a disproportionate concentration of low income and minority populations; Projects that meet the previous criteria and address the Primary, National and Consolidated Plan Objectives of the CDBG program; and Projects that demonstrate the capacity to provide timely, compliant, and sustainable benefits to the community.

Activities that will serve a special population, including homeless populations, and projects located in target neighborhoods receive additional points in the ranking process. The City also gives points to activities that evidence community collaborations including leverage, staffing partnerships, other formal agreements, and letters of support.

The consultation and public participation process for the development of this year's Annual Action Plan consisted of five public meetings, a request for proposal process, and an invitation for written comment. Forums and meetings were conducted to solicit information on housing and community development needs and to elicit public comment on planned activities. The draft Annual Action Plan was made available for public comment from March 5, 2024, to April 5, 2024.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Flagstaff Annual Action Plan describes allocations for the Community Development Block Grant program for the coming year – Program Year 2024, the fourth year of the 2021-2025 Consolidated Plan. These allocations fund activities to address goals from the primary Consolidated Plan areas: Affordable Housing, Homelessness, Community Development, Neighborhood Revitalization, Economic Opportunities, Public Services, Fair Housing and Citizen Participation. The amount of CDBG funding received by the City of Flagstaff varies from year-to-year is

based on the federal budget. The City expects to receive between \$510,000 and \$615,000 each year during the next five years.

The 2024 Program Year CDBG Entitlement is currently unknown. The City of Flagstaff is estimating \$535,000. In addition, the City is utilizing \$142,00.00 in CDBG Program Income and \$45,313.00 in de-obligated past years funds in combination with the 2024 Entitlement for a total of \$722,313.00 available to allocate.

Additional federal funds to address goals were made available for public housing and programs addressing the needs of people experiencing homelessness. State government, local general funds and private resources are occasionally secured by the City or by local agencies for a variety of uses.

As of the date of submission of the Program Year 2021 Annual Action Plan, a portion of CDBG funds from previous program years is currently unspent. However, these funds have been allocated to projects in the corresponding Annual Action Plans and will not be reallocated to different activities. Previous years' funds are not accounted for in this Annual Action Plan.

In Program Years 2019 and 2020 the City of Flagstaff received CDBG-CV funds provided by the CARES (Coronavirus, Aid, Relief and Economic Security) Act. These funds were allocated in the 2019 Annual Action Plan completing two substantial amendments. A portion of the CDBG-CV funds remain unspent yet allocated to projects that prevent, respond to and/or prepare for Coronavirus. These funds will not be reallocated to different activities and are not accounted for in the PY 2021 Annual Action Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	535,000	142,000	45,313	722,313	843,913	The 2024 Program Year CDBG Entitlement is currently unknown. The City of Flagstaff is estimating \$535,000. In addition, the City is utilizing \$142,00.00 in CDBG Program Income and \$45,313.00 in de-obligated past years funds in combination with the 2024 Entitlement for a total of \$722,313.00 available to allocate.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will leverage possible additional resources to rehabilitate and/or develop affordable housing for renters or owners, to provide services to vulnerable populations including people experiencing homelessness, people living in poverty, and other people with special needs. When funding has matching requirements, match may be satisfied through local fundraising by nonprofit organizations, State Housing Trust Funds, and City General Funds. \$457,551 federal, state, and local funds will leverage 2021 CDBG projects

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Flagstaff utilizes CDBG funds to improve public facilities and infrastructure in low- and moderate-income neighborhoods, specifically the Sunnyside, Pine Knoll, La Plaza Vieja and Southside target neighborhoods. The City relies on the Council adopted and voter ratified Flagstaff Regional Plan 2030 as well as Neighborhood Specific Plans for La Plaza Vieja and Southside to guide area needs and project allocations for public facilities and infrastructure such as sidewalk improvements, recreation improvements and more. These Neighborhood Specific Plans were developed in partnership with the corresponding neighborhood associations and extensive public involvement.

The City owns several parcels that may be suitable for future affordable housing or public facility development. The use of City-owned land is determined by the City Council as opportunities arise.

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The City's vision is to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs. The City's goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units. The City shall maintain ownership control and management of all properties in accordance with Federal regulations and subject to HUD approval.

Discussion

The Community Development Block Grant program is provided through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the City of Flagstaff is classified as an 'entitlement community'. This means that Flagstaff does not apply for the CDBG program, but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. In order to receive CDBG funds, the City must complete a Consolidated Plan every five years and an Annual Action Plan, based on the Consolidated Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for low and moderate income persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

The amount of CDBG funding received by the City varies from year-to-year based on the Federal Budget. The City expects to receive between \$510,000 and \$650,000 year during each of the next five years. The Annual Action Plan describes City allocations for the CDBG program during the coming year. These allocations fund activities to address goals for the primary Consolidated Plan areas: Affordable Housing, Homelessness, Community Development, Special Needs and Citizen Participation.

The City of Flagstaff continues to receive periodic Program Income from previous homebuyer assistance and owner occupied housing rehabilitation programs. In PYs 2019 and 2020 the City received an unprecedented amount of Program Income due to the favorable housing market and interest rates in the City of Flagstaff. Those funds will be allocated in this Annual Action Plan. Should the City receive additional Program Income in excess of an amount that could make it difficult for the City to remain timely, a mid-year allocation and amendment to the Annual Action Plan will be considered.

Additional federal funds to address goals are made available for public housing and programs addressing the needs of people experiencing homelessness. State government, local general funds and private resources are sometimes secured by the City or by local agencies for a variety of uses.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Services to Meet Basic Needs	2021	2025	Non-Housing Community Development	Citywide	Public Services and Economic Opportunities	CDBG: \$25,000	Public service activities other than Low/Moderate Income Housing Benefit: 120 Persons Assisted
2	Service and Facility Operating Support	2021	2025	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services and Economic Opportunities Addressing Homelessness	CDBG: \$30,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Increase Beds/ Units for Homeless	2021	2025	Affordable Housing Homeless	Citywide	Revitalization, Public Facilities & Infrastructure Addressing Homelessness	CDBG: \$302,113	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 400 Households Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 400 Beds Homelessness Prevention: 103 Persons Assisted
4	Public Facilities	2021	2025	Non-Homeless Special Needs Non-Housing Community Development	Sunnyside Citywide	Revitalization, Public Facilities & Infrastructure Addressing Homelessness	CDBG: \$502,113	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 400 Households Assisted Homeless Person Overnight Shelter: 400 Persons Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 103 Beds

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Planning and Administration	2021	2025	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development Administration and Planning	Citywide	Revitalization, Public Facilities & Infrastructure Public Services and Economic Opportunities Addressing Homelessness Decent Affordable Housing	CDBG: \$126,000	Other: 1 Other

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Services to Meet Basic Needs
	Goal Description	Public service projects may include Pandemic Response, Homeless/AIDS Patients Programs, Senior Services, Services for Persons Disabilities, Legal Services, Youth Services, Transportation Services, Substance Abuse Services, Services for Employment Training, Crime Awareness/Prevention, Fair Housing Activities, Tenant/Landlord Counseling, Child Care Services, He Services, Mental Health Services, Screen for Lead Poisoning, Subsistence Payments, Food Banks, Etc
2	Goal Name	Service and Facility Operating Support
	Goal Description	CDBG funds will be used for costs associated with the operation of programs for the homeless or for AIDS patients, such as administration, salaries, utilities, maintenance, and insurance.
3	Goal Name	Increase Beds/ Units for Homeless

	Goal Description	Funds will be used to increase Overnight Emergency Shelter, Transitional and Supportive Housing Beds for homeless and chronic homeless individuals/households. Projects include acquisition, construction, conversion of buildings, or rehabilitation of temporary shelters and transitional housing for the homeless, including victims of domestic violence, dating violence, sexual assault or stalking, disaster victims, runaway drug offenders, and parolees.
4	Goal Name	Public Facilities
	Goal Description	
5	Goal Name	Planning and Administration
	Goal Description	CDBG funds will be used for expenses related to administering the program, preparing planning documents and reports, fair housing activities, and other eligible expenses.

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Projects

AP-35 Projects – 91.220(d)

Introduction

The strategies listed in this plan address the third-year allocation of the 2021-2025 Consolidated Plan for the City of Flagstaff in Program Year 2024. The City will be allocating funds to local agencies/ subrecipients to carry out projects and manage funds with City of Flagstaff oversight. Projects align with the priority needs of the community: Revitalization, Public Facilities and Infrastructure, Public Services & Economic Opportunities, Addressing Homelessness, Develop and Preserve existing Affordable Housing.

Through the 2024 CDBG process, the City of Flagstaff Housing Section received 6 external Community Development Block Grant proposals and 1 internal request for CDBG funds for the 2024 Program Year.

The City received its official Program Year 2024 Entitlement allocation from HUD in March 2024. This year's allocation is \$541,191, slightly higher than the previous year. In addition, the City of Flagstaff is able to include program income and prior year de-obligated funds to increase funding available for allocation. These additional funds equal \$199,588.50. Therefore, an estimated grand total of \$740,779.50 is available for CDBG eligible projects for the 2024 Program Year, through the Annual Action Plan. The proposed allocation takes into consideration administrative costs and the City's financial impacts by including the estimated indirect rate of 10%.

Recommendations were discussed at a public hearing and City Council Work Session on April 11, 2024. Resolutions approving the allocations and submission of the Annual Action Plan were approved by the City Council at a public hearing and City Council Meeting on May 2, 2024. The following table identifies approved projects for 2024 Program Year with a budget of \$740,779.50

Projects

#	Project Name
1	Public Facility Improvements
2	Services to Meet Basic Needs - Senior Nutrition Program
3	Affordable Housing - Acquisition
4	Service and Facility Operating Support - Mobile Shower and Outreach Bus
5	Administration, Planning and Indirect

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For Program Year 2024, the City issued a Notice of Funding Available (NOFA) and request for proposals for CDBG eligible activities. Proposals are evaluated based on CDBG eligibility and funding criteria (for example: benefit of ratio of dollars per person, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations. At least 70% of CDBG funds must serve low and moderate-income people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs, including indirect costs. The largest obstacle to addressing underserved needs is insufficient funding, particularly for public services projects. This City of Flagstaff evaluates past and present projects for efficient and effective use of funds in addressing the high priority needs identified in the Consolidated Plan as well as for the impact on low-and-moderate income City residents.

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AP-38 Project Summary
Project Summary Information

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1	Project Name	Public Facility Improvements
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Revitalization, Public Facilities & Infrastructure Public Services and Economic Opportunities Addressing Homelessness Decent Affordable Housing
	Funding	CDBG: \$302,113
	Description	The City of Flagstaff will utilize CDBG funds to support improvements at The Lantern, a hotel shelter owned and operated by Flagstaff Shelter Services. The Lantern provides emergency shelter and transitional housing to individuals experiencing homelessness.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	NA
	Location Description	NA
	Planned Activities	Expenses related to administering the program, preparing planning documents and reports, fair housing activities, and other eligible expenses under this category.
2	Project Name	Services to Meet Basic Needs - Senior Nutrition Program
	Target Area	Citywide
	Goals Supported	Services to Meet Basic Needs
	Needs Addressed	Public Services and Economic Opportunities
	Funding	CDBG: \$44,200
	Description	CDBG funds will support program and operational costs for the Senior Nutrition Program, providing hot, nutritious meals to 120-155 elderly individuals experiencing food instability and at risk of malnutrition.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	120-155 Elderly Individuals

	Location Description	Citywide
	Planned Activities	<p>Coconino County Health and Human Service’s Senior Nutrition Program provides nutritious meals to 120 to 155 seniors each day. Cooks prepare meals at the Joe C. Montoya Community and Senior Center. Between 40-75 meals are served at the center as a Senior Congregate Meal and 80 Home Delivered meals are packaged and delivered to home-bound, food-insecure elderly individuals in neighborhoods throughout Flagstaff.</p> <p>CDBG funds will cover the salaries of a part-time driver and a part-time nutritional aid. Due to the expiration of ARPA funding, without CDBG support 32% of seniors receiving home-delivered meals will lose services placing them in jeopardy of malnutrition, isolation, and housing instability.</p>
3	Project Name	Affordable Housing
	Target Area	Sunnyside Citywide
	Goals Supported	Rental Development
	Needs Addressed	Addressing Homelessness
	Funding	CDBG: \$200,000
	Description	The City of Flagstaff will utilize CDBG funds to support the acquisition of real property to be used as affordable rentals.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	2 Households at initial leaseup
	Location Description	Ponderosa Parkway
	Planned Activities	<p>Project Description: HSNA will utilize CDBG funds to acquire two affordable rental units.</p> <p>Additional Info: CDBG funds will be used for a downpayment for acquisition of two units.</p>
4	Project Name	Service and Facility Operating Support - Mobile Shower and Outreach Bus
	Target Area	Sunnyside Southside Citywide

	Goals Supported	Services to Meet Basic Needs Service and Facility Operating Support
	Needs Addressed	Addressing Homelessness
	Funding	CDBG: \$25,000.00
	Description	CDBG funds will be used to support the operational costs of the Mobile Shower and Outreach Bus. The mobile showers and outreach bus provides free showers to people experiencing homelessness. Individuals in need can acquire clean clothing, hygiene supplies, food, first aid, PPE, and referrals to local agencies. The bus is parked in different locations around Flagstaff, primarily in Sunnyside and Southside
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	500 Individuals experiencing homelessness
	Location Description	Citywide
	Planned Activities	Project Description: Community Assistance Teams of Flagstaff operates a mobile showers and outreach bus providing free showers to people experiencing homelessness. Individuals in need can acquire clean clothing, hygiene supplies, food, first aid, PPE, and referrals to local agencies. The bus is parked in different locations around Flagstaff, primarily in Sunnyside and Southside. Additional Info: CDBG funds will be used to support payroll, program supplies and bus maintenance expenses incurred throughout the program year.
5	Project Name	Administration, Planning and Indirect
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Revitalization, Public Facilities & Infrastructure Public Services and Economic Opportunities Addressing Homelessness Decent Affordable Housing
	Funding	CDBG: \$126,000

Description	Expenses related to administering the program, preparing planning documents and reports, fair housing activities, and other eligible expenses under this category.
Target Date	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities	NA
Location Description	NA
Planned Activities	

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Flagstaff has identified four target neighborhoods. Target neighborhoods are defined by HUD as those where more than 50% of households have low- to moderate-incomes (80% or less of Flagstaff’s Area Median Income).

- Sunnyside - Census Tract 3, Block Group 2, 3, & 4
- Southside - Census Tract 8, Block Group 1 & 2
- Pine Knoll - Census Tract 8, Block Group 3
- La Plaza Vieja - Census Tract 11.02, Block Group 3.

Together the 8,565 people who live in the target neighborhoods have the following characteristics:

- 6,210 are considered low- and moderate-income.
- 33% are Hispanic or Latino.
- 27% are people of color.
- 50% live in family households.
- 21% have a head of household that is 24 years old or younger.
- 24% own the home they occupy.

Three of these neighborhoods have formed a coalition referred to as the “A League of Neighbors”. The coalition includes the Sunnyside Neighborhood Association, La Plaza Vieja Neighborhood Association, and the Southside Community Association. Associations work hard to improve neighborhoods with grass-roots efforts in safety improvements, beautification, job development, and community spirit. These resident-driven 501(c)3 organizations work collectively and advocate for continual and necessary infrastructure improvements in historic neighborhoods, more local jobs, increasing voter registration, and unity among neighbors.

Geographic Distribution

Target Area	Percentage of Funds
Sunnyside	0
La Plaza Vieja	0
Southside	0
Pine Knoll	0
Citywide	100

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Proposals are evaluated based on CDBG eligibility and funding criteria (for example: benefit of ratio of dollars per person, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations).

The City's four target areas encompass many of the areas of low-income and minority concentration and have been identified as high priority need in all categories. Research has shown that neighborhoods can be a good predictor of health. Therefore, it is imperative to invest funding in areas of opportunity such as, community spaces, open space, quality schools, food, and transportation.

Discussion

The City strives to utilize CDBG funds in target areas; however, the actual distribution of funds to target areas depends on the number and type of proposals that are received. The City of Flagstaff partners with A League of Neighborhoods to identify potential projects and resident-identified needs in target neighborhoods.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Annual Action Plan requirement is to provide information on the number of households that will benefit from affordable housing and the types of housing these households will be supported through. The following HUD tables define the City’s goals for the number of households that will be provided housing by housing activity.

Beyond the goals listed below, the City of Flagstaff has created its 10 year Housing Plan, adopted by Council in February 2022. A robust amount of data and public participation went into its formation, including a community housing survey that reached 3,000 respondents, a community forum survey that garnered 327 respondents, and roughly 16.4 hours of public comment, 600 written comments and more than 1,000 volunteer hours from the combined efforts of 80 volunteers in informal working groups.

One Year Goals for the Number of Households to be Supported	
Homeless	900
Non-Homeless	0
Special-Needs	120
Total	1,020

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

Over the coming year a total of 448 households will benefit from PY 2024 CDBG funded projects included in the Annual Action Plan. Public facility improvements include rehabilitation of a domestic violence and youth shelter, supporting 180 individuals experiencing homeless in the first year as well as to improve 30 units of non-congregate, emergency shelter, serving 200 individuals per year. Acquisition of affordable housing units will create 2 new affordable rentals for LMI households and operational

support will support 66 homeless individuals living in transitional housing.

In addition to goals related to CDBG funding, the City of Flagstaff has identified Affordable Housing goals in its 10 year Housing Plan, adopted by Council in February 2022. A robust amount of data and public participation went into its formation, including a community housing survey that reached 3,000 respondents, a community forum survey that garnered 327 respondents, and roughly 16.4 hours of public comment, 600 written comments and more than 1,000 volunteer hours from the combined efforts of 80 volunteers in informal working groups.

The plan is broken into categories of action focused on creating housing options, connecting people to equitable housing solutions, preserving affordable housing, and protecting people from housing discrimination and barriers. Subsidies such as rental assistance and down-payment assistance are included in the plan, but so too are a variety of actionable policy initiative and strategies to be utilized over the next 10 years.

Among the strategies are motives such as “Incentivize the creation of new affordable units,” “Implement a framework for centering equity in proposed and existing housing practices,” “Encourage the adaptive reuse of buildings,” and “Integrate housing into healthcare programs.”

This Plan establishes one overarching goal, supported by two fundamental elements that together will significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in this document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff, and private, public, and nonprofit partnerships.

Reduce the current affordable housing need in our community by half over the next ten years.

• Element one: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.

• Element two: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce, and affordable housing occupied by local residents.

The final 10 year Housing Plan can be found at <https://www.flagstaff.az.gov/DocumentCenter/View/72509/Flagstaff-10-Year-Housing-Plan---FINAL-6152022>

AP-60 Public Housing – 91.220(h)

Introduction

The Flagstaff Housing Authority owns and manages 265 units of low-income public housing, administers 342 Section 8 Housing Choice Vouchers, 106 VASH Vouchers for Veterans, 40 Mainstream vouchers for households with a disabled adult, 29 Emergency Housing Vouchers, 5 Stability vouchers and 9 Foster Youth Initiative (FYI) Vouchers for youth aging out of the State foster care system. We partner with the Veterans Administration (VA) on the VASH program and with the State Department of Child Safety on the FYI program. The Housing Authority also manages Clark Homes, a Section 8 new construction development with 80 units of low-income housing and provides twelve Section 8 Certificates for the seriously mentally ill, in partnership with the Guidance Center. Currently over 150 landlords participate in the City's Rental Voucher Programs.

The City of Flagstaff Housing Authority is working toward increasing affordable opportunities in the community. The City of Flagstaff Housing Authority has received Board and City Council approval to use funding for a Security Deposit Assistance Program which has now been implemented.. The City of Flagstaff Housing Authority is exploring implementation of a Landlord Portal to provide greater access by our Landlord partners. An improved method of identifying potential Mainstream eligible households on the HCV waiting list (through self identification using our online application platform) to facilitate timely and compliant issuance of these vouchers. Vouchers and continues to work with DCS and community partners to identify additional potentially eligible Foster Youth. The City of Flagstaff Housing Authority has identified community partners to assist youth with some costs. Regular meetings with the CoC are being held and lease up is well underway. A Housing Navigator has been hired to accomplish this goal.

While chronically underfunded by HUD for capital needs, the public housing units are in good repair. The Housing Authority follows a system of ensuring that all major systems are well maintained. The Housing Authority develops a 5-year Plan, updated, and submitted to HUD on an annual basis, to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents. The City of Flagstaff Housing Authority has been utilizing Capital Fund Grant to rehabilitate aging infrastructure and create greater accessibility. Units are being taken offline for modernization at turnover to facilitate the process.

Actions planned during the next year to address the needs to public housing

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The City's goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs. A Bond issue for affordable housing was passed by voters in November, 2022. \$5,000,000 is earmarked to redevelop city owned housing to create additional affordable rental units.

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The City's goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs.

Explore the possibility of becoming a Moving to Work (MTW) agency to streamline operations, provide better service, reduce Applicant and Resident administrative burdens, reduce administrative costs and better meet local housing needs. A letter of interest with HUD for MTW Cohort 1 has been filed, and if not selected for this cohort, we will continue to investigate participation in later MTW cohorts.

The City of Flagstaff Housing Authority has updated the Language Assistance Plan and currently in the implementation phase. Translation of Vital Documents has been completed by a contracted third party translation service. The same third party has been retained for on call translation and interpretation services.

CFHA shall continue to maintain practices which encourage low crime rates in its developments. This will be accomplished by continuing to contract with the Flagstaff Police Department to have a full-time officer assigned to our developments.

Work is completed on revising the ACOP and Admin Plan for HOTMA Compliance which are currently in comment phase. No implementation date is currently available due to lack of necessary HUD Forms and IT resources. The goal of the revisions is to simplify reporting for Residents and Participants which will result in more stable rents and fewer instances of failure to report; simplification of verification procedures which will benefit Residents, Participants and Staff; and simplification of Rent Calculation which will result in better understanding by Residents, Participants and Staff.

CFHA shall continue to maintain practices which encourage low crime rates in its developments. This will be accomplished by continuing to contract with the Flagstaff Police Department to have a full-time officer assigned to our developments.

The CFHA Board of Commissioners, Executive Director and Staff shall speak to civic, religious and fraternal groups periodically to explain how important public housing is to the community.

29. Maintain our web page so that the public has access to information regarding our programs and history.
30. Provide web-based access to the application and recertification processes.
31. Make periodic presentations to the City Council regarding the need for expansion of the housing stock for low-income families. Flagstaff is a high cost area with a low wage base.
32. Participate in the local Continuum of Care to improve partnerships and communication with affordable housing/homelessness prevention stakeholders.

Goal Six is ongoing. A change in web-based application tools has been implemented to improve the quality and usability for the Applicants. Web-based recertification process is not being pursued at this time based on the quality and usability of the products available, as well as Resident concerns with technology identified during the modified procedure during Covid 19.

Goal Seven: Investigate and pursue redevelopment expansion of affordable housing.

Objectives:

33. Participate in and support local groups dedicated to affordable housing.
34. Complete and issue an RSOQ for a RAD development partner

35. Investigate use of alternative funding sources such as National Housing Trust Fund Low-Income Tax Credits, HOME funds, etc. for financing affordable housing redevelopment and expansion.

Partner with local nonprofits to investigate the possibility of obtaining special purpose vouchers and/or provide project-based vouchers.

37. Organizational efficiencies, new management structure, salary savings.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority has multiple goals and objectives created to increase resident involvement including providing maintenance and repair training prior to occupancy; continuing resident education; partnering with the Boys and Girls Club of Flagstaff, Tynkertopia (a STEAM educational program) and the City Recreation Department to provide free on-site programs; resident meetings, barbeques, and newsletters to help residents with education, employment, job training and youth services. Utilize the Siler Homes Activity Center as a base for various resident services

24. Work toward expanding staff knowledge of and relationships with community programs, family and youth services and activities to include job related training and career developments to allow them to provide accurate and appropriate referrals.

25. Seek to continue to work with our community partners to provide youth activities and drug prevention programs.

26. Continue to contract with the Flagstaff Police department to have a full-time officer assigned to our developments to promote Community based policing to minimize criminal and drug activity This program has been extremely successful over the years.

27. Continue to partner with Head Start to provide early childhood education at our sites.

The City of Flagstaff Housing Authority has updated the Language Assistance Plan and currently in the implementation phase. Translation of Vital Documents has been completed by a contracted third party translation service. The same third party has been retained for on call translation and interpretation services.

The City Housing Authority produces a monthly newsletter for public housing residents. Newsletter content includes food and utility assistance, library programming, free tax assistance information, healthcare marketplace information, regular deadlines for rent and recertification submission, public

notice regarding policy changes, and countless other resources.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Flagstaff's Housing Authority is a high performing PHA. The City of Flagstaff Housing Authority has maintained its rating of High Performer a

Discussion

The Flagstaff Housing Authority owns and manages 265 units of low-income public housing, administers 342 Section 8 Housing Choice Vouchers, 106 VASH Vouchers for Veterans, 40 Mainstream vouchers for households with a disabled adult, 29 Emergency Housing Vouchers and 3 Foster Youth Initiative (FYI) Vouchers for youth aging out of the State foster care system. We partner with the Veterans Administration (VA) on the VASH program and with the State Department of Child Safety on the FYI program. The Housing Authority also manages Clark Homes, a Section 8 new construction development with 80 units of low-income housing and provides twelve Section 8 Certificates for the seriously mentally ill, in partnership with the Guidance Center. Currently over 150 landlords participate in the City's Rental Voucher Programs.

While chronically underfunded by HUD for capital needs, the public housing units are in good repair. The Housing Authority follows a system of ensuring that all major systems are well maintained. The Housing Authority develops a 5-year Plan, updated, and submitted to HUD on an annual basis, to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The City's goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is not a direct recipient of Emergency Solutions Grant funds from HUD yet invests a significant amount of financial and staff resources in addressing the needs of people experiencing homelessness and people with special needs in the City of Flagstaff. This section describes the City's one-year goals and actions for reducing and ending homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Continuum of Care (C of C) members and participants in the Front Door coordinated entry program may apply for CDBG funds to assist street outreach, but with limited public service dollars, local agencies choose to apply for support in prevention and diversion programs. There are currently three nonprofit organizations that conduct outreach services, two of which only serve veterans. Funded programs are highly encouraged to participate in coordinated entry through the Front Door and the C of C's individual assessment plan (VI-SPDAT) if not already involved.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City and Coconino County's Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing. ***In the 2022 Point in Time Count 1,862 individuals, including children, were experiencing homelessness in Coconino County.*** The high cost of housing throughout the county and state, combined with a 20% employment rate among individuals experiencing homelessness means that these individuals and families may require a longer stay in shelter or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The City will continue to support agencies that provide emergency and transitional housing to the extent allowable under the CDBG program. In the 2024 Program Year, agencies will receive funds to improve and rehab existing emergency and transitional shelters as well as provide housing case management and services for homeless individuals. The City and Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing, yet the large number of homeless individuals and families, the high cost of housing, and a 20% employment rate among homeless individuals means that homeless individuals and families may require a longer stay in transitional housing. The City will also continue its active participation in the Coconino County Continuum of Care.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The 2024 Program Year CDBG entitlement allocations include funds for the improvement and rehabilitation emergency shelters and transitional housing as well as housing case management services for individuals living in transitional housing.

Community leadership is committed to bringing a higher level of coordination of services to those experiencing homelessness in our community. The Front Door is a collaborative project serving as a “front door” to those experiencing homelessness. Front Door is a diversion program and provides a single point of entry into the shelter and housing system to streamline services, reduce shelter stay and length of time that individuals and families are homeless, increase program utilization and eliminate the need for households in crisis to “service hop.”

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. The City will also continue its active participation in the Coconino County Continuum of Care.

Discussion

The City is an active participant in the local Continuum of Care and staff members participate in multiple committees and lead the annual point-in-time count (conducted for the Arizona Rural Continuum of Care.) The City will continue to implement VASH Vouchers for Veterans experiencing homelessness as well as Foster Youth Initiative Vouchers.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Affordable housing barriers are regulatory, process, or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state, and federal government, as well as related industries, such as the real estate, insurance, and finance industries.

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." To identify potential local public barriers to affordable housing development, the City completed HUD's Regulatory Barriers checklist.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Limited land and the current shortage in housing supply, relative to demand, are the primary reasons housing costs are high in Flagstaff. A significant increase in housing supply is necessary to keep pace with current and projected housing demands. Strategies around affordable housing are incomplete when the focus is solely on increasing supply without giving attention to increasing density, establishing building innovation and cost saving practices, preserving affordable housing stock that already exists in the Flagstaff community and reviewing City codes, processes, and fees to determine whether modification, reductions, or elimination would facilitate cost saving housing development strategies.

Zoning has a profound impact on housing location and type, but it can also impact cost and affordability. In addition to regulating where housing can be built, the Flagstaff zoning codes regulate other elements such as lot sizes, number of bedrooms, lot coverage, parking, and setbacks, all of which can impact the cost of development and overall housing supply. Currently, 58% of land in Flagstaff is zoned for Single-family residential, which allows for single-family homes and accessory dwelling units on each property. R1N also allows duplexes. These are low-density zones generally capped between 1 and 7 dwelling units per acre. In addition, 5.6% of land is zoned industrial, 12% is Public Open Space and 10% is Public Facilities. Approximately 14% of the land within the city allows for medium or high-density housing to be constructed, either through the commercial zoning categories as mixed-use or as apartments, condos,

etc.

According to Arizona Housing Coalition, Best Practices Toolkit for Municipalities, overregulation of land use can create barriers to affordable housing supply. Zoning regulations, parking requirements, height restrictions, lengthy permitting processes, City codes and community opposition can contribute to increased development costs. Overregulation can restrict the ability of the developer to offer affordable rents and mortgages. Addressing overregulation and reform of land use policy is therefore a vital strategy to addressing housing affordability.

A prominent barrier to affordable housing development is the State law prohibition on mandatory inclusionary zoning policy. Inclusionary zoning policies are imposed at the local municipal level to require private developers to set aside a certain percentage of their units within new construction projects at an affordable rent. State law determines whether municipal inclusionary housing measures are mandatory or voluntary. In Arizona, as well as Colorado, Idaho, Indiana, Kansas, Texas, Tennessee, and Wisconsin—local governments are prohibited from adopting at least some form of mandatory inclusionary housing (for ownership housing, rental housing, or both). In some cases, courts have determined that statutes limiting rent control also preempt mandatory inclusionary measures for rental housing. Inclusionary housing is a complicated national issue that varies greatly by state, with litigation and new legislation continually shaping the issue. The City of Flagstaff has worked within the confines of state statutes to develop a voluntary program to incentivize the creation of both rental and ownership housing, yet, until such time as our State law is changed, mandatory inclusionary zoning is not a tool available to Arizona's local municipalities for increasing the supply of affordable rental housing. While municipalities cannot supersede this State law regulation, they may mitigate its effects through the creation of policies that incentivize the inclusion of affordable units. Land use policy reform can be critical to encouraging equitable development in response to the Flagstaff's affordable Housing Emergency.

Discussion:

Since the Great Recession, the City has steadily made efforts to increase its capacity for affordable housing development and programs. The development of an Incentive Policy for Affordable Housing (IPAH) in 2009 and the 2011 overhaul of the Flagstaff Zoning Code were two of the biggest efforts to remove barriers to the creation of affordable housing. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning under 150% of the Area Median Income (AMI). The document incentivizes developers that commit to permanently affordable housing units through the reimbursement of development-related fees. The Flagstaff Zoning Code also implements affordable housing incentives through various

development standards like density bonuses and reductions to parking and natural resource protection.

Another zoning code amendment was approved in 2021 that allows for increased regulatory incentives for developers who deliver 100% affordable projects. This amendment was processed to accommodate the tight external timeline requirements of any current and future Low-Income Housing Tax Credit projects in the City.

In recent years, several zoning code amendments have implemented policies and recommendations from the High Occupancy Housing Specific Plan, which was adopted in 2018. The intent of that Plan was to identify areas of the city where high density residential projects are encouraged, and what development standards, features, and amenities are desired in those projects. An example of a recent code amendment included an exemption from a use permit requirement for projects that meet certain affordable housing requirements.

Throughout 2021 City staff led an extensive public outreach effort to create a community-focused housing plan, one that offers goals and implementation strategies to improve access to housing and to increase the supply of housing across the entire housing continuum. This effort originated as a response to the City's declared Housing Emergency in December 2020. City Council approved the Plan in February 2022 and over the next ten years, staff will work to advance housing opportunities for all Flagstaff residents. The Plan is a foundational framework for establishing work programs, prioritizing staff work and allocating the necessary funding for its implementation. The Plan establishes policy initiatives and strategies that will be accomplished through the budget process, collaboration with City staff, and private, public, and nonprofit partnerships.

A major policy initiative identified in the 10-Year Housing Plan was to explore regulatory efficiency and cost-saving practices by hiring an independent consultant to review City codes, processes, and fees to determine whether modifications, reductions, or eliminations would facilitate cost-saving housing development strategies. In Fall 2022 Housing staff started working to implement this strategy alongside Sustainability and Planning & Development Services staff. In March 2024, the City put out a Request for Statement of Qualifications for a consultant to conduct a thorough analysis of the City's codes and development processes for compatibility with the City's recently adopted 10-Year Housing and Carbon Neutrality Plans. Once selected, the consultant will work with staff to identify code and policy changes that will lead to more affordable development overall. One of the outcomes of this analysis will include a revised Incentive Policy for Affordable Housing.

Going forward, the City's Incentive Policy for Affordable Housing, Flagstaff Zoning Code, Regional Plan, and other planning documents will need to consider how to incorporate the policy initiatives and strategies identified in the 10 Year Housing Plan.

The City of Flagstaff published a NOFA for \$5 million in Rental Incentive Bond Program (RIBP) funds on February 2nd. A Ranking Committee comprised of two Housing

Commissioners and a selection of internal City staff evaluated the two received eligible applications. The Committee recommended that both applications receive the full funding amount requested.

Foundation for Senior Living, a non-profit Low Income Housing Tax Credit developer, submitted two funding applications for a two-phased redevelopment of an entire downtown block located at 320 N. Humphreys Street. Each phase is considered a separate project with separate financing efforts currently underway. San Francisco Square (Phase 1) requested \$1,680,000 and Aspen Lofts (Phase 2) requested \$1,650,000.

On March 19th, staff brought the funding recommendations to Council for their consideration and approval. Council approved both award amounts, totaling \$3,330,000. Funding will be provided as two 50-year forgivable loans, which will be drafted and brought to Council for their approval at a future meeting. These forgivable loans will assist in the creation of 139 new 100% affordable Low Income Housing Tax Credit units in downtown Flagstaff. The San Francisco Square Apartments will serve seniors earning up to 80% of the Area Median Income (AMI) and consists of 60 one-bedroom and 10 two-bedroom units. The Aspen Lofts Apartments will serve individuals and families up to 60% AMI and consists of 37 one-bedroom, 19 two-bedroom and 13 three-bedroom units.

Per the adopted RIBP, the remaining \$1,667,000 in Program funds will be made available for a subsequent NOFA process. Dates for the next round have not been determined.

AP-85 Other Actions – 91.220(k)

Introduction:

On December 1st, 2020, Flagstaff City Council declared a Housing Emergency for the City of Flagstaff and resolved to prioritize affordable housing within City operations to create safe, decent, and affordable housing for all community members. Flagstaff City Council directed staff to create a single, comprehensive community-facing document to summarize the city's immediate and long-term needs and strategies to improve housing affordability. Flagstaff's 10-Year Housing Plan was presented to the Housing Commission on January 27. The Plan was approved unanimously by Housing Commissioners. Flagstaff City Council unanimously adopted the Plan on February 15, 2022.

This Plan defines the Housing Emergency in Flagstaff and provides policy initiatives and strategies that the City will implement to address the Housing Emergency. As the City implements the 10-Year Housing Plan, the goal is to substantially increase housing subsidies for our neighbors that are unable to afford housing in Flagstaff and to increase the number of available and affordable housing options for Flagstaff residents at all income levels.

The City continues to establish goals related to the use of CDBG funds and has also established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The City has continued to perform HUD-required program monitoring for all sub-recipients.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. At present, the greatest obstacle to meeting underserved needs is insufficient funding. The City addresses this obstacle by prioritizing CDBG projects that provide leverage funding to meet the needs of a larger number of

people.

Although the City has several Housing planning documents, when declaring the Housing Emergency, Flagstaff City Council directed staff to create a single, comprehensive community-facing document to summarize the city's immediate and long-term needs and strategies to improving housing affordability.

This Plan defines the Housing Emergency in Flagstaff and provides policy initiatives and strategies that the City will implement to address the Housing Emergency. As the City implements the 10-Year Housing Plan, the goal is to substantially to increase housing subsidies for residents that are unable to afford housing in Flagstaff and to increase the number of available and affordable housing options for Flagstaff residents at all income levels.

Actions planned to foster and maintain affordable housing

The City of Flagstaff 10 Year Housing Plan establishes one overarching goal, supported by two fundamental elements that together will significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in this document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public, and nonprofit partnerships.

The overarching goal of the 10 Year Housing Plan is to reduce the current affordable housing need in our community by half over the next ten years.

- Element one: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.
- Element two: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce and affordable housing occupied by local residents.

The following are all policy initiatives and strategies intended to preserve and increase the supply of affordable housing in Flagstaff, as determined through the public engagement process for Flagstaff's 10 Year Housing Plan. This list will be updated annually based on current actions the City is taking to

implement the Housing Plan.

- Incentivize the creation of affordable units through various programs and mechanisms.
- Update the Regional Plan policies to support increased density related to affordable housing.
- Create a dedicated funding source for affordable housing in Flagstaff.
- Amend the Flagstaff Zoning Code to facilitate the development of all housing types.

The City of Flagstaff continues to partner with and support developers of affordable housing:

In February 2024 one of the City's non-profit partners, Housing Solutions of Northern Arizona (HSNA), confirmed funding from the Arizona Department of Housing to construct an affordable rental project on City property in Sunnyside. The State grant requires that the rental units serve households experiencing homelessness, victims of domestic violence or households under 30% AMI for a period of 15 years. Last year HSNA and the City signed a 'lease option,' which offered City land toward the project and enabled HSNA to pursue funding. Staff has begun drafting a ground lease – which will allow HSNA to build on the property and manage the rental units.

In March 2024 City Council approved a resolution granting a standby loan of \$100,000 to Foundation for Senior Living for their 2024 Low Income Housing Tax Credit application. The commitment of local funds earns developers points toward their tax credit applications, which are due to the Arizona Department of Housing in early April. Foundation for Senior Living is proposing a 70-unit affordable rental development for seniors on the site of the old St Mary's Catholic School in downtown Flagstaff.

In April 2024 City Council approved the allocation of \$397,000 in American Rescue Plan Act Local Recovery Funds for gap funding for the construction of Lake Mary Villas, a 76 unit Low Income Housing Tax Credit project.

In April 2024, City Council approved \$1,900,000 in American Rescue Plan Act Local Recovery Funds for projects that provide Housing Assistance in response to the negative economic impacts of the COVID-19 pandemic. All of the projects receiving funding provide housing assistance to low-and-moderate income

households in the City of Flagstaff.

Actions planned to reduce lead-based paint hazards

Distribute lead poisoning and lead hazard information to participants in federally funded programs and to any interested resident.

The City follows a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs, is tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint are provided to program participants, contractors, and project sponsors. The City has licensed contractors who are available to perform limited abatement and/or removal procedures if lead-based paint is present. Full abatement services are contracted with licensed contractors located outside of the City.
2. Section 8 Housing Choice Vouchers. The PHA inspects prospective dwellings constructed prior to 1978 that will have a child under the age of six residing therein, for compliance with EPA and HUD Lead Based Paint rules and regulations. The inspection includes visual inspections for chipped, peeling, chalking and deteriorated interior and exterior paint. Clearance testing may be performed after remediation by the property owner, to assure a lead-safe environment.
3. Public Education. Lead hazard information is distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The City will reduce the number of poverty level households by providing CDBG public services resources to local agencies that provide social supports, and eviction and foreclosure prevention. The City will also fund programs to rehabilitate housing units owner-occupied by households living at or below the poverty level to support these households in retaining quality, safe housing. Households living below the poverty level will also be made aware of the various local services available that provide an economic safety net and opportunities for increased earnings.

Actions planned to develop institutional structure

The City of Flagstaff has well-developed and experienced institutional infrastructure for the delivery of housing and community development programs. The Housing Section works closely with nonprofit organizations to ensure that CDBG funds reach the neediest Flagstaff residents and neighborhoods. Organizations must annually apply for CDBG funds for eligible activities. The City also works closely with

and is a member of the Coconino County Continuum of Care.

In 2019, City Council added a new chapter to the Flagstaff City Code, creating a Housing Commission. The Housing Commission consists of thirteen citizens, with twelve members appointed by the City Council and one representative from the Flagstaff Housing Authority Board of Commissioners. It serves as an advisory board to City Council; makes recommendations with respect to housing policies, needs, and programs in Flagstaff; and furnishes the Council with information through the Housing Director.

The 10-Year Housing Plan was adopted by the Flagstaff City Council on February 15, 2022, after many months of community outreach and involvement. The Plan was created in response to the Council declared Housing Emergency and recognizing the need for a single, comprehensive community-facing document summarizing the City's immediate, short-term, and long-term needs and strategies to improve housing affordability. The Housing Section looks forward to continuing the invaluable work outlined in the 10-Year Housing Plan. A one-time 2022 Progress Report summarizing progress made since February 2022, as well as a one-time 18-Month Implementation Plan outlining strategies in progress from January 2024 through June 2024, were presented to City Council in February 2024. Implementation Plans and Progress Reports will continue to be produced and shared publicly on an annual basis.

Actions planned to enhance coordination between public and private housing and social service agencies

A Housing Navigator is a person who works intensively with high-need clients, often those with high housing barriers including mental health issues, homelessness, past evictions etc. The main responsibility of the position is assisting clients with obtaining and maintaining housing. This includes lots of one-on-one client and landlord interaction and, when necessary, mediation. The Housing Navigator also works on landlord recruitment for all voucher programs, a long-established need.

While one-time funding has been allocated by HUD related to the EHV program, on-going funded has been requested to fund the Housing Navigator position on a permanent basis through the general fund. Funding through the GF will allow the position to not be bound to one program or another, allowing for the work to occur where the greatest need is and facilitate stronger partnerships with local agencies. This will also allow federal funds to be directed to direct client services were possible.

The City has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other

information that agencies may find useful.

The Flagstaff Community has implemented a Coordinated Entry System for those experiencing homelessness, known as the Front Door. The Front Door Specialist conducts an assessment using The Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT). The Front Door collaboration has united the Flagstaff community and the local Continuum of Care to fast track those in crisis to the best program to end that crisis.

On a weekly basis, a cadre of service providers meet for the Case Conferencing Team Meeting. Each case manager is representing his or her own agency that has signed the Service Provider Memorandum of Understanding (MOU). The purpose of this meeting is to have a real-time discussion of each person or family on the community waitlist and to utilize scores from the VI-SPDAT to ensure fast and appropriate referrals to end homelessness for those on the list.

The Front Door is a cost-effective strategy; that prioritizes a community conversation about how the systems function together, where the gaps in services exist, and how to answer the need. No longer will those in crisis be forced to go from shelter to shelter to access services.

Discussion:

Affordable, accessible, and decent housing is of critical importance to a community's health and viability. The Housing Plan will consolidate existing housing documents and augment with an additional planning effort to create a 10-year plan that seeks to define the housing emergency in Flagstaff and to provide policies and strategies to reduce the emergency. The Housing Plan will help identify needs, create an existing list of affordable housing, identify the affordable housing units underway, engage partners, and compile research on best practices. Altogether, these components will help identify specific policies and educational and advocacy strategies that can be implemented within our community to substantially increase the number of affordable housing units. As the City implements Flagstaff's 2022 Housing Plan, the goal is to substantially increase the number of available and affordable housing options for all Flagstaff residents at all income levels.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	142,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	142,000

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

The City of Flagstaff has allocated \$142,000 in current and previous year Program Income for use during the 2024 Program Year. The City of Flagstaff continues to receive periodic Program Income from previous homebuyer assistance and owner occupied housing rehabilitation programs. In PYs 2019, 2020 and 2021, the City received an unprecedented amount of Program Income due to the favorable housing market and interest rates in the City of Flagstaff. Should the City receive additional Program Income in excess of an amount that could make it difficult for the City to remain timely, a mid-year allocation and amendment to the Annual Action Plan will be considered.

The purpose of the LASS+CAP project is to understand what land is available within the Flagstaff city limits for development and redevelopment/infill and the existing barriers. It also serves to analyze City development codes and processes to identify what works well and where the barriers are to meeting the City's housing and sustainability goals and policies. The outcome of the analysis is to identify priority sites for residential development and to list prioritized, recommended code changes.

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 TIA's. 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 or 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.

The purpose of the LASS/CAP project is to understand what land is available within the Flagstaff city limits for development and redevelopment/infill and the barriers that exist, and to analyze City development codes and processes to identify what works well and where are the barriers to meeting the City's housing and sustainability goals and policies. The outcome of the analysis is to identify priority sites for residential development, as well as a list of prioritized, recommended code changes.

The last few months have been spent collecting GIS data, compiling development codes and processes, and building a policy matrix. We have also identified Technical Advisory Committees, comprised of internal City staff from multiple Divisions/Sections, for both the LASS and the CAP. This has been critical work for building the base for which the next steps will rely on and now we can roll up our sleeves and really get to work! Below is a list of

what we will be working on this month.

- Developer and construction cost interviews: the consultant team will be meeting with members of our development and construction community to understand what is working well and what barriers our development codes and processes have on development projects. Additionally, they will be meeting with key firms to better understand construction costs and funding in Flagstaff.
- The Technical Advisory Committee for the LASS has two meetings scheduled. The first meeting will be to go over criteria and how to provide input on identified properties. The second meeting will be to further refine available sites and to prioritize opportunity sites for residential development.
- Continued code and process analysis.
- Updates to the Housing and Sustainability Commissions.
- Preparing for November 14, 2023, City Council work session to provide project update and preliminary LASS findings.

Proposition 442 – authorizing the use \$20 million dollars of general obligation bonds for “Creating Rental and Ownership Opportunities for Residents of Flagstaff” was approved by the voters in the November 2022 General Election. Proposition 442 identified four affordable housing spending categories, including “incentivizing the private sector to incorporate affordable rental housing into new developments.”

In 2022, the Mayor and City Council adopted the Housing Emergency Declaration (Res. No. 2020-66) and the 10-Year Housing Plan (Resolution No. 2022-03) which commits the City to increasing the number of affordable and long-term housing options for Flagstaff residents at all income levels. This resolution is intended to clarify City Council priorities for City-owned lands available for development. The adoption of this resolution would set policy for Council to prioritize affordable housing on city-owned properties made available for development.

RESOLUTION NO. 2024-11 A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL PRIORITIZING THE DEVELOPMENT OF AFFORDABLE HOUSING FOR FLAGSTAFF RESIDENTS AT A RANGE OF INCOME LEVELS AS DETERMINED BY CURRENT NEEDS ON LANDS OWNED BY THE CITY OF FLAGSTAFF THAT ARE MADE AVAILABLE FOR DEVELOPMENT, AND PROVIDING FOR EXCEPTIONS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, AND ESTABLISHING AN EFFECTIVE DATE. RECITALS: WHEREAS, the Mayor and City Council of the City of Flagstaff wish to establish affordable housing as a priority for residential development on lands available for development owned by the City; and WHEREAS, in 2022 the Mayor

and City Council of the City of Flagstaff have adopted the Housing Emergency Declaration (Res. No. 2020-66) and the 10-Year Housing Plan (Resolution No. 2022- 03) which commit the City to increasing the number of affordable and long-term housing options for Flagstaff residents at all income levels; and WHEREAS, in 2022 the Mayor and City Council of the City of Flagstaff have committed that in the event a City-owned building or property is being vacated by the City, that the Housing Section first have the opportunity to evaluate the property and determine the feasibility of repurposing or developing in a manner that supports increasing the number of available and affordable housing units (Resolution No. 2022-52); and WHEREAS, the 10-year Housing Plan includes Policies: Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types and Create 4.3 Explore adding affordable housing as an allowed use in the Public Facilities (PF) zone.” All housing types are needed in Flagstaff and "affordable housing" is not a land use type. However, this resolution is intended to clarify that for the purpose of city land zoned PF, any residential development should be affordable and made available to permanent Flagstaff residents; and WHEREAS, the City of Flagstaff owns properties located in desirable locations for residential development with access to employment, community amenities, walkable neighborhoods and transit options; and WHEREAS; the City of Flagstaff owns properties required for city operations, amenities for the public including parks and open space, and land necessary to complete essential city functions; and WHEREAS, the provision of affordable and safe housing units supports sustainability, equity, and health systems in the City of Flagstaff. RESOLUTION NO. 2024-11 PAGE 2 ENACTMENTS: NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS: SECTION 1. All land owned by the City and determined to be available for development will first be considered for housing prior to consideration of other uses. Affordable housing for a range of income levels shall be prioritized over market rate housing. Affordable housing units shall be maintained as affordable through such mechanisms as land trust, deed restrictions, development agreements, or other similar agreement, and shall be monitored for on-going compliance. Housing units developed on city-owned land shall provide long-term ownership or rental opportunities for permanent Flagstaff residents. SECTION 2. City-owned land available for development does not include sites necessary for core city functions, including but not limited to existing parks, land identified for futu

On November 8, 2022, the City of Flagstaff voters approved two ballot measures to issue General Obligation Debt.

- Proposition 441 authorizes \$57,285,000 in General Obligation debt to be issued and used for investing in City of Flagstaff wildfire suppression, stormwater flood mitigation and wastewater treatment infrastructure. The initial debt issuance will be for up to \$30,000,000.
- Proposition 442 authorizes \$20,000,000 in General Obligation debt to be issued and used for creating rental and homeownership opportunities for residents of Flagstaff. The initial debt issuance will be for up to \$10,000,000.

The Flagstaff City Council adopted Resolution No. 2022-52 on November 1, 2022. This resolution states that the Mayor and City Council require if a City-owned building or property is being vacated by the City, that the Housing Section first have the opportunity to evaluate the property. This evaluation would be to determine the feasibility of repurposing or developing the property in a manner that supports increasing the number of available and affordable housing units, including but not limited to: converting to municipally operated

Affordable Housing; seeking a public-private partnership; or exploring shared equity models of development. Many City-owned properties are located within the PF zone, which does not currently permit the residential uses that are encouraged by this resolution. This amendment proposes to make these uses permitted within the PF Zone to support this resolution.

There are currently 181 parcels located within the PF zone. The City owns 40% of all the parcels within the PF zone. Northern Arizona University owns 29% of the properties within the PF zone and is not required to comply with the City's Zoning Ordinance. Flagstaff Unified School District owns 9% of the parcels within the PF zone and other governments or quasi-public agencies (APS, museums, County, Unisource, and Lowell) own 12% of all the parcels. The remaining 10% of all the PF zoned parcels fall under private ownership

HOUSING IMPACT STATEMENT PZ-23-00136 RESIDENTIAL USES IN THE PUBLIC FACILITY (PF) ZONE

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following: 1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies. The proposed amendment does not directly impact the average cost to construct housing for sale or rent within the PF zone as residential uses are not currently permitted. This amendment will allow the construction of housing with the intention of increasing affordable housing units within the community. This amendment has the potential to reduce development costs and fees affiliated with rezoning a property. 2. A description of any data or reference material on which the proposed zoning text amendment is based. Flagstaff's 10-Year Housing Plan was used as reference material for the development of this proposed text amendment. This plan includes a specific strategy to allow the development of affordable housing in the Public Facility (PF) zone. Affordable housing is not a specific land use and is only possible with the inclusion of residential land uses within this zoning category. 3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment. Residential uses are not currently permitted in the Public Facility (PF) Zone. The principal behind this ordinance is to allow housing as a permitted use granting greater opportunity for additional housing resources with the Flagstaff community. The alternative includes requiring lands currently owned by government and quasi-governmental agencies to rezone property to allow for residential uses which can be time consuming and cost restrictive.

Presentation and discussion regarding the Rental Incentive Bond Program (RIBP), a program that will incorporate affordable rental housing into new developments. This program will utilize general fund dollars (\$5,000,000) resulting from the voters approving Proposition 442 in November 2024.

INFORMATION:

The RIBP will utilize general obligation bond funds, as approved by Flagstaff voters in the November 2022 election, to offset the financial impact to the city's general fund.

Policy Impact:

This program is being established to utilize general obligation bond funds approved by the voters for the purpose of incentivizing the private sector to incorporate affordable rental housing into new development to replace the existing Incentive Policy for Affordable Housing document (IPAH).

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

10-Year Housing Plan:

- Create housing options for households at all income levels and family sizes occupied
- Create 1: Incentivize the creation of affordable units through various programs and measures
- Protect people from housing discrimination and remove housing barriers.
- Protect 2: Ensure affordable housing is a part of every Flagstaff neighborhood and w part of any development or redevelopment.

PBB Priority:

Livable Community: Actively support attainable & affordable housing through City projects and programs.

Carbon Neutrality Plan:

- HA-1: Create housing options for households at all income levels and family sizes occupied
- HA-2: Connect people to equitable housing solutions.
- HA-4: Protect people from housing discrimination and remove housing barriers

Regional Plan:

- Goal LU.9. Focus reinvestment, partnerships, regulations, and incentives on development
- Goal NH.3. Make available a variety of housing types at different price points, to provide economic sectors.
- Policy NH.3.1. Provide a variety of housing types throughout the City and region, including expand the choices available to meet the financial and lifestyle needs of our diverse population.
- Policy NH.3.3. Increase the availability of affordable housing for very low-income people through effective funding mechanisms.
- Policy NH.3.5. Encourage and incentivize affordable housing.

Has There Been Previous Council Decision on This:

Yes, City Council placed Proposition 442 on the ballot for the November 2022 election with the title “Incentivizing the Private Sector to Incorporate Affordable Rental Housing in New Development”.

Background/History:

Housing Bond Background

Proposition 442 – authorizing the use \$20 million dollars of general obligation bonds for “City of Flagstaff Opportunities for Residents of Flagstaff” was approved by the voters in the November 2022 election. The City identified four affordable housing spending categories, including incentivizing the private sector to convert existing housing into new developments as one of the identified purposes. Provided below is language from the ballot publicity pamphlet:

Ballot Language:

“To create rental and homeownership opportunities for residents of Flagstaff, shall the City of Flagstaff issue and sell general obligation bonds in a principal amount up to \$20,000,000 for the purpose of

- redeveloping City owned housing to create additional affordable rental units;
- repurposing existing available buildings into rental units;
- **incentivizing the private sector to incorporate affordable rental housing into new developments;**
- expanding the homebuyer assistance program? “

From the City of Flagstaff Information Pamphlet, below is the language specific to the program: Incentivizing the Private Sector to Incorporate Affordable Rental Housing in New Developments

“Funding will be utilized to incentivize private developers, including non-profits, to incorporate affordable rental units into new developments. This investment is anticipated to create an estimated 400-500 new rental units in Flagstaff, in addition to the market rate units in the new developments.

The proceeds of the bonds may be used for any and all costs relating to such projects, including design, engineering, acquiring, administering, improving, constructing, reconstructing, and equipping such projects and appurtenances or land related thereto.”

A working group of Housing Commission members and Housing staff developed the RIBP. The 13-member Housing Commission has membership reflective of specific professional categories. The initial membership was comprised of commissioners representing the following professional categories: City Builder, Developer, Low-Income Housing Expert and Real Estate Professional.

The draft program was reviewed by the Housing Commission at the September 28, 2023, meeting. In response to public feedback, the Commission voted unanimously to forward the draft RIBP to City Council with recommendations reflective of recommended changes and allowing for technical and conforming changes to the program.

Program Overview

The RIBP will provide loans to eligible developers of rental housing choosing to provide a new

new rental developments in Flagstaff\ serving households at or below 80% area median income. One of the critical elements of the Program is to leverage bond funding to the greatest extent possible to serve the largest number of rental units, including affordable.

The RIBP calls for a competitive application process through a Notice of Funding Availability. Efforts will be made to make the application and award process as simple and expeditious as possible for applicants while maintaining the necessary safeguards surrounding expenditure of public money.

The five-page document outlining the RIBP contains the following sections:

- Funding Background
- Program Creation and Administration
- Program Description
- Program Eligibility (including eligible applicants)
- Submittal Requirements
- Ranking Committee and Award Process
- Compliance

Key Considerations:

The overarching goal of this program is to assist in the creation of 400 – 500 new affordable rental units. This goal will be considered during the award process.

A NOFA process will ensure that bond funds are maximized and leveraged with other funding sources.

By staff's estimate, there are currently more than ten unbuilt affordable rental development projects in various stages of pre-development that could be eligible for these funds.

Community Benefits and Considerations:

City Council has declared a Housing Emergency and this funding will be used to assist in the creation of 400 – 500 new affordable rental units in Flagstaff. As documented in the 10-Year Housing Plan, the need for increased affordable housing is significant. Nearly half (47%) of Flagstaff residents are low-income, earning no more than \$55,350 annually. In the rental market, 65% of households that fall within or below the moderate-income level could benefit from affordable housing that is considered affordable.

Community Involvement:

Proposition 442 was placed on the November 2022 ballot via a public process and was approved by voters. The RIBP was created and recommended by the City of Flagstaff Housing Commission for approval.

Housing Bond Background

Proposition 442 – authorizing the use \$20 million dollars of general obligation bonds for “City of Flagstaff Opportunities for Residents of Flagstaff” was approved by the voters in the November 2022 election. The City identified four affordable housing spending categories, including incentivizing the private sector to convert existing housing into new developments as one of the identified purposes. Provided below is language from the ballot publicity pamphlet:

Ballot Language:

“To create rental and homeownership opportunities for residents of Flagstaff, shall the City of Flagstaff issue and sell general obligation bonds in a principal amount up to \$20,000,000 for the purpose of:

- redeveloping City owned housing to create additional affordable rental units;
- repurposing existing available buildings into rental units;
- **incentivizing the private sector to incorporate affordable rental housing into new developments;**
- expanding the homebuyer assistance program? “

From the City of Flagstaff Information Pamphlet, below is the language specific to the program: Incentivizing the Private Sector to Incorporate Affordable Rental Housing in New Developments. “Funding will be utilized to incentivize private developers, including non-profits, to incorporate affordable rental units in new developments. This investment is anticipated to create an estimated 400-500 new rental units in Flagstaff, in addition to the market rate units in the new developments.

The proceeds of the bonds may be used for any and all costs relating to such projects, including but not limited to: engineering, acquiring, administering, improving, constructing, reconstructing, and equipping such projects and appurtenances or land related thereto.”

A working group of Housing Commission members and Housing staff developed the RIBP. The Housing Commission has membership reflective of specific professional categories. The working group was comprised of Commissioners representing the following professional categories: Real Estate Developer, Low-Income Housing Expert and Real Estate Professional.

The draft RIBP was reviewed by the Housing Commission at the September 28, 2023, meeting. At the meeting, the Commission voted unanimously to forward the draft RIBP to City Council with a recommendation. The Commission recommended changes and allowing for technical and conforming changes to be made by City Council. At a subsequent work session Council discussed the draft Program and provided feedback for the final draft.

Program Overview

The RIBP will provide loans to eligible developers of rental housing choosing to provide a new rental development in Flagstaff serving households at or below 80% area median income.

One of the critical elements of the Program is to leverage bond funding to the greatest extent possible to fund the largest number of rental units, including affordable.

The RIBP calls for a competitive application process through a Notice of Funding Availability made to make the application and award process as simple and expeditious as possible while maintaining the necessary safeguards surrounding expenditure of public money.

The five-page document outlining the RIBP contains the following sections:

- Funding Background
- Program Creation and Administration
- Program Description
- Program Eligibility (including eligible applicants)
- Submittal Requirements
- Ranking Committee and Award Process
- Compliance

The attached RIBP document includes changes requested by Council at the October 2021 meeting:

- **Clarifying language about the NOFA process being repeated if there are remaining units.**
- **Moved ‘acquisition’ from Eligible Uses of Program Funds to Ineligible Uses**
- **Clarifying language about funds being made available after Council approval of associated documents.**

Additionally, after consulting with city staff, the timeframe requirement for an award will be extended by 6 months, from 18 to 24 months. Providing this additional time for a project to move through the development process will increase developers’ opportunity for success in meeting F

Key Considerations:

The overarching goal of this Program is to assist in the creation of 400 – 500 new affordable rental units. This goal will be considered during the award process.

A NOFA process will ensure that bond funds are maximized and leveraged with other funding sources.

By staff’s estimate, there are currently more than ten unbuilt affordable rental development projects in progress that could be eligible for these funds.

Community Involvement:

City Council has declared a Housing Emergency and this funding will be used to assist in the creation of affordable rental units in Flagstaff. As documented in the 10-Year Housing Plan, the need for increased affordable housing is significant. Nearly half (47%) of Flagstaff residents are low-income, earning no more than \$55,350 annually. In the rental market, 65% of households that fall within or below the moderate-income level could benefit from affordable housing that is considered affordable.

Expanded Options and Alternatives:

Proposition 442 was placed on the November 2022 ballot via a public process and was approved. The RIBP was created and recommended by the City of Flagstaff Housing Commission for approval.

The EAH program was designed to provide all eligible City of Flagstaff employees with the opportunity of providing funds toward the down payment on a home. The goals of the EAH Program were to provide a benefit but to also promote recruitment and retention of City of Flagstaff employees. The EAH program is a part of HSNA. To date, the program has opened the doors to homeownership for thirty (30) first-time homebuyers, all employees of the City of Flagstaff. The program has proven to be a successful tool to recruit and retain employees in Flagstaff.

The City's Homebuyer Assistance Program (CHAP) was originally created with General Fund dollars to assist Flagstaff households up to 115% AMI that were mortgage ready but made more than 80% of their income from Federal funds. CHAP, briefly called MIHAP (Middle Income Housing Assistance Program), was a program designed to aid households above the 80% AMI population. Currently, given housing costs combined with the limited amount of assistance CHAP provides, the purchasing power of mortgage-ready households falls below market pricing.

Current contract with HSNA began November 2018 with a one-year term and an option to renew for two additional terms. The last renewal was issued November 2022 and will expire in November 2023.

On September 28th, 2023, Staff presented the recommended changes and contract amendment to the Housing Commission. The Housing Commission approved a motion to forward the program changes to the City Council with a recommendation to approve.

Key Considerations:

The growing disconnect between housing costs and the limited amount of assistance currently provided makes the program ineffective without additional assistance and subsidy programs. All the households currently served are under 80% AMI and required additional subsidy such as the purchase of land trust homes or other forms of assistance, excluding the very households the program was created to serve. Considering the current housing market and assistance amounts, the purchasing power of mortgage-ready households falls far below market pricing. The proposed changes will return the program to serving the intended population.

Community Involvement:

EAH focuses on a stable local workforce and a healthy economy. Employee assisted housing programs support employee retention, neighborhood revitalization, and community relations.

Mortgage lenders, realtors, employers, social service agencies and the community at large benefit from the success of housing assistance programs; again, providing stability for our community.

With the recommended changes and contract amendment, remaining funds are available for CHAP loans, assuming the maximum amount of assistance is required. To date the EAH program has provided assistance to 34 Flagstaff employees with loans averaging \$8,328 per household. From November 2018 to the present, the program has provided assistance totaling \$521,250 to 34 first time homebuyers. All City of Flagstaff housing loans are repaid by the borrower, either by the longer owner occupied or is refinanced with cash-out. The Housing Section conducts an annual audit of all loans to ensure compliance.

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City of Flagstaff Community Development Block Grant

Program Year 2024

May 21, 2024



Kristine Pavlik, Housing & Grants Administrator



CDBG Funding Available

Entitlement Allocation	\$588,146.00
<i>Program Income</i>	<i>\$142,000.00</i>
<i>Reallocated Funds</i>	<i>\$45,313.00</i>
Total Available PY 2024	\$775,459.00
<i>Administration and Indirect (20%)</i>	<i>\$134,691.80</i>
<i>Public Services (15%)</i>	<i>\$101,018.85</i>





Staff Recommendations



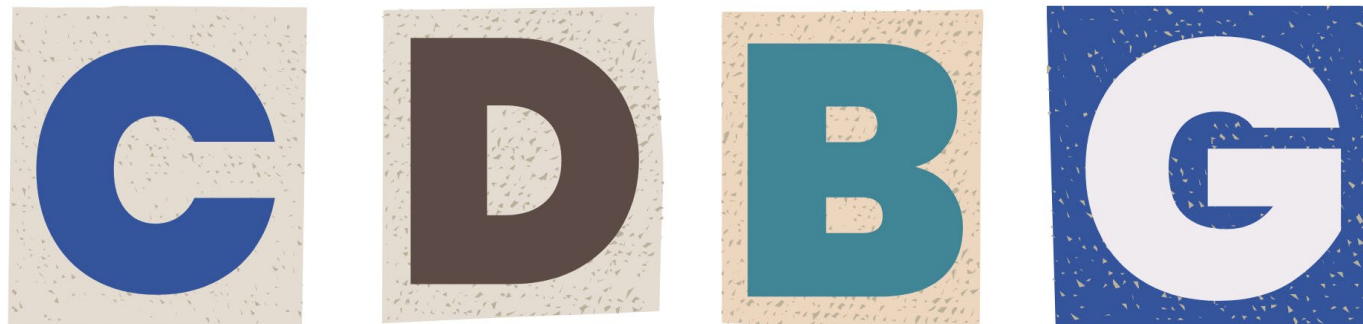
Organization	Project/Program	Average Score	Funding Requested	Recommendation
Housing/ Public Facility Improvements				
Community Action Teams of Flagstaff	Acquisition of Real Property	111.6	\$200,000.00	\$0
Flagstaff Shelter Services	Safety Improvements at The Lantern	N/A	N/A	\$270,729.50
Housing Solutions of Northern Arizona	Acquisition assistance of 2 Affordable Rental Units	N/A	N/A	\$270,729.50
			Total	\$502,113.00
Public Services (15% Maximum)				
Coconino County Health and Human Services	Senior Nutrition Program Meals on Wheels	125.6	\$44,200.00	\$46,134.00
Community Action Teams of Flagstaff	Mobile Resource and Outreach Bus	125.5	\$50,000.00	\$26,933.00
Boys and Girls Club of Flagstaff	Childcare and School Break Camps	107.9	\$75,000.00	\$26,933.00
			Total	\$100,000.00
Administration and Indirect (20% Maximum)				
City of Flagstaff	Admin/Indirect	N/A	N/A	\$134,000.00
			Total	\$775,459.00



Next Steps and Questions

Seeking Council Approval of Resolution 2024-17 authorizing the submission of the Program Year 2024 Annual Action Plan

- June 2024 – Annual Action Plan due to HUD
- Fall 2024 – Anticipated Federal release of funds





Coconino County Health and Human Services



- **Project:** Operational Assistance for Senior Nutrition Program/ Meals on Wheels
- **Beneficiaries:** 120-150 elderly individuals daily
- **Amount Requested:** \$44,200.00
- **Project Description:** Coconino County Health and Human Service's Senior Nutrition Program provides **nutritious meals to 120 to 155 seniors each day.**
- **Additional Info:** CDBG funds will cover the **salaries of a part-time driver and a part-time nutritional aid.** Due to the expiration of ARPA funding, 32% of seniors receiving home delivered meals will lose services placing them in jeopardy of malnutrition, isolation, and housing instability.



Community Assistance Teams (CATS)

- **Project:** Operational Assistance for Mobile Resource and Outreach Bus
- **Beneficiaries:** 500 individuals experiencing homelessness, annually
- **Amount Requested:** \$50,000.00
- **Project Description:** CATS of Flagstaff operates an outreach bus **providing free showers and services to people experiencing homelessness.** Individuals served can acquire clean clothing, hygiene supplies, food, first aid, PPE and referrals to local agencies.
- **Additional Info:** CDBG funds will be used to **support payroll, program supplies and bus maintenance expenses** incurred throughout the program year.



Boys and Girls Club of Flagstaff

- **Project:** Operational Assistance for Childcare and School Break Camps
- **Beneficiaries:** 75 youth from Low and Moderate-Income Households
- **Amount Requested:** \$75,000.00
- **Project Description:** BGCF will provide a year-round Fee Waiver Program, aimed at providing **comprehensive access to Club programming for youth from low and moderate-income households** in the Flagstaff community.
- **Additional Info:** CDBG funds will be used to cover **childcare and summer camp fees** for eligible households. These funds will support general operating costs, including program supplies and materials as well as direct staffing costs.



Community Assistance Teams (CATS)

- **Project:** Property Acquisition for Homeless Resource and Day Center
- **Beneficiaries:** 500 individuals
- **Amount Requested:** \$200,000.00
- **Project Description:** CATS of Flagstaff will **acquire an existing building for a homeless resource and day center**, located at 2109 E Cedar Ave. The resource and day center will offer clothing, food, supplies, mailbox service, personal lockers, a day room, and facilities for showers and laundry. Office space will be provided to other agencies for direct client services.
- **Additional Info:** CDBG funds will be used for a **downpayment for acquisition of the property** through a seller-carried loan. CDBG funds will be a silent second loan, repayable if the property is sold or no longer used for a CDBG eligible program.



Staff Request for Funding

- **Project:** Safety Improvements at **The Lantern / Flagstaff Shelter Services**
- **Beneficiaries:** 400 individuals experiencing homelessness, annually and the creation of 103 shelter beds/units
- **Amount Requested:** \$200,000 - \$300,000
- **Project Description:** FSS acquired a 103-room motel to be used for non-congregate, emergency shelter. The agency intended to request CDBG funds for renovations at The Lantern in PY 2025. After the PY 2024 proposal deadline, **urgent and crucial safety-improvements** were identified.
- **Additional Info:** CDBG funds will primarily be used for the **installation of an interior fire sprinkler system** in compliance with City Code. Other updates include **ADA compliance and other safety requirements**.



Staff Request for Funding

- **Project:** Acquisition of Affordable Rental Units by HSNA
- **Beneficiaries:** 2 households upon initial lease
- **Amount Requested:** \$200,000 - \$300,000
- **Project Description:** HSNA will utilize CDBG funds to support the purchase of 2 affordable condo units from Miramonte Homes in the Ponderosa Parkway development. The homes are sold 25% below market value. The 2 units, a studio and 1 bedroom, will be affordable to households at 80% AMI.
- **Additional Info:** HSNA received \$250,000 of PY23 CDBG funding for the acquisition of 2 units, a studio and 1 bedroom, in the same development. Those units were purchased on April 26th, 2024. They had originally requested \$350,000 to acquire 3 units but were allocated partial funding.

Kristine Pavlik

Housing &
Grants Administrator

City of Flagstaff

Kristine.Pavlik@flagstaffaz.gov

(928) 213-2749



Summary of CDBG Program Year 2024 Proposals and Recommended Funding Allocations

Public Service Activities

Organization: Coconino County Health and Human Services

Project: Operational Assistance for the Senior Nutrition Program/ Meals on Wheels

Beneficiaries: 120-150 elderly individuals daily

Amount Requested: \$44,200.00

Recommend Funding: \$44,200.00

Project Description: Coconino County Health and Human Service's Senior Nutrition Program provides nutritious meals to 120 to 155 seniors each day. Cooks prepare meals at the Joe C. Montoya Community and Senior Center. Between 40-75 meals are served at the center as a Senior Congregate Meal and 80 Home Delivered meals are packaged and delivered to home-bound, food-insecure elderly individuals in neighborhoods throughout Flagstaff.

Additional Info: CDBG funds will cover the salaries of a part-time driver and a part-time nutritional aid. Due to the expiration of ARPA funding, without CDBG support 32% of seniors receiving home delivered meals will lose services placing them in jeopardy of malnutrition, isolation, and housing instability.

Organization: Community Assistance Teams of Flagstaff

Project: Operational Assistance for the Mobile Shower and Outreach Bus

Beneficiaries: 500 individuals experiencing homelessness, annually

Amount Requested: \$50,000.00

Recommend Funding: \$25,000.00

Project Description: Community Assistance Teams of Flagstaff operates a mobile showers and outreach bus providing free showers to people experiencing homelessness. Individuals in needs can acquire clean clothing, hygiene supplies, food, first aid, PPE and referrals to local agencies. The bus is parked in different locations around Flagstaff, primarily in Sunnyside and Southside.

Additional Info: CDBG funds will be used to support payroll, program supplies and bus maintenance expenses incurred throughout the program year.

Organization: Boys and Girls Club of Flagstaff

Project: Operational Assistance for Childcare and School Break Camps

Beneficiaries: 75 youth from Low and Moderate-Income Households

Amount Requested: \$75,000.00

Recommend Funding: \$25,000.00

Project Description: Boys and Girls Club of Flagstaff will provide a year-round Fee Waiver Program, aimed at providing comprehensive access to Club programming for youth from low and moderate-income households in the Flagstaff community. This will remove financial barriers, ensuring all children have equitable opportunities to engage in educational, recreation, and developmental activities that contribute to their overall wellbeing.

Additional Info: CDBG funds will be used to cover childcare and summer camp fees for eligible households. These funds will support general operating costs, including program supplies and materials as well as direct staffing costs.

Housing Activities

Organization: Community Assistance Teams of Flagstaff

Project: Property Acquisition for Homeless Resource and Day Center

Beneficiaries: 500 individuals

Amount Requested: \$200,000.00

Recommend Funding: \$0

Project Description: Community Assistance Teams of Flagstaff will develop a homeless resource and day center to be located at 2109 E Cedar. Ave. The resource and day center will offer clothing, food, supplies, mailbox service, personal lockers, a day room, and facilities for showers and laundry. Office space will be provided to other agencies for direct client services.

Additional Info: CDBG funds will be used for a downpayment for acquisition of the property through a seller-carried loan. CDBG funds will be a silent second loan, repayable if the property is sold or no longer used for a CDBG eligible program.

Organization: Staff Request on behalf of Flagstaff Shelter Services

Project: Safety Improvements at The Lantern

Beneficiaries: 400 individuals experiencing homelessness, annually and the creation of 103 shelter beds/units

Amount Requested: \$200,000 - \$300,000

Recommend Funding: \$250,000.00

Project Description: Flagstaff Shelter Services acquired a 103-room motel to be used for non-congregate, emergency shelter. The agency intended to request CDBG funds for renovations at The Lantern in PY 2025. After the PY 2024 proposal deadline, urgent and crucial safety-improvements were identified. To not delay occupancy, multiple costly and labor-intensive improvement must be made as soon as possible.

Additional Info: CDBG funds will primarily be used for the installation of an interior fire sprinkler system in compliance with City code. Other updates include ADA compliance and other safety requirements.

Organization: Staff Request on behalf of Housing Solutions of Northern Arizona

Project: Acquisition assistance for 2 Affordable Rental Units

Beneficiaries: 2 households upon initial lease – permanently affordable to 80% AMI

Amount Requested: \$200,000 - \$300,000

Recommend Funding: \$250,000.00

Project Description: HSNA will utilize CDBG funds to support the purchase of 2 affordable condo units from Miramonte Homes in the Ponderosa Parkway development. The homes are sold 25% below market value. The 2 units, a studio and 1 bedroom, will be affordable to households at 80% AMI.

Additional Info: HSNA received \$250,000 of PY23 CDBG funding for the acquisition of 2 units, a studio and 1 bedroom, in the same development. Those units were purchased on April 26th, 2024. They had originally requested \$350,000 to acquire 3 units but were allocated partial funding.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 05/14/2024
Meeting Date: 05/21/2024



TITLE:

Consideration and Possible Action: Use of the Council Initiative Fund.

STAFF RECOMMENDED ACTION:

Authorize the use of the Council Initiative Fund to support the Flagstaff Community Band and discuss any other programs Council may like to consider funding within this fiscal year's Council Initiative Fund or next fiscal year.

Executive Summary:

Please see attached letter from Flagstaff Community Band.

Financial Impact:

Cost: Up to \$4,000
Account Number Budgeted: 001-09-401-1300-1-4290
FY24 Budgeted Amount: \$26,100.00
Funding Source: General Fund

Authorized expenditures this year include \$1,555 for sponsorship of the Downtown Movies on the Square, \$10,000 for the sponsorship of Earth at Lowell Observatory, \$5,000 in support of the Youth Poet Laureate, and \$4,444 in support of the 1501 Foundation.

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

None

Background and History:

The Council Initiatives Fund was established and included in the 2020-21 Budget. The formation of this particular fund was not driven by any singular request or need, but rather as a proactive measure to enable our City Council to approve unforeseen expenditures, from time to time, that would be of benefit to the Flagstaff community. The fund is limited in amount (\$25K annual appropriation) and it does not rollover or accumulate. It is an annual appropriation.

There are numerous instances throughout the course of the fiscal year where Council may want to approve miscellaneous expenditures, for the benefit of our community, that simply do not fall neatly within a specific budget appropriation. This fund is intended to allow Council some discretion to approve such expenditures.



THE FLAGSTAFF COMMUNITY BAND

Dear Flagstaff City Council Members,

Firstly, I want to thank you for your support of the Flagstaff Community Band and your consideration today.

The Flagstaff Community Band (FCB) has enriched our community with free high-quality concerts for 32 years. These performances include summer concerts at Heritage Square, holiday concerts at local high schools, neighborhoods, and rehabilitation facilities, and patriotic concerts for Memorial Day, Fourth of July, and National Night Out. In 2023 we grew to a membership of over 120 adult musicians. We provide a fun, inclusive and educational environment for Flagstaff residents of all backgrounds to create and make music together.

In addition to our adult programming, we also host a completely free summer junior band program for approximately fifty elementary and middle school students. During this free 8-week program, each student gets a free shirt, a free snack at every rehearsal, and high-quality instruction from local music educators. The program culminates with a public concert at Heritage Square with the FCB adult band.

It is well documented that the arts unify our communities. Where else, but the FCB would you get so many Flagstaff residents from diverse professions, spanning multiple generations creating music together? The arts also strengthen our local economy. Our downtown summer concerts help bring people downtown and keep them there longer during their visit. Last summer the AZ Secretary of State, Adrian Fontes came across one of these concerts! He had no idea we were here but was so impressed with the band and our junior band students. Interactions like this help raise the profile of all arts organizations in Flagstaff and stimulate our economy as a whole.

Due to our growth, we expect to offer more free high-quality concerts this year than ever before. That growth, however, comes with operational and financial challenges. We depend on grants, corporate sponsorships, and individual donations to succeed.

We believe that the FCB has the power to make our community a better place through music. It is with all of this in mind that we ask for your support.

Thank you,

Caitlin McCready

Caitlin McCready
Executive Director
The Flagstaff Community Band
flagband.org

2024
Flagstaff Community Band
Corporate Donation & Sponsorship
Guidebook





Why Support the Flagstaff Community Band?

Who we are

Founded in 1992, the Flagstaff Community Band (FCB) has enriched our community with free, quality, public concerts for over 30 years. These performances include over a dozen free concerts each year for our community.

In 2023 we grew to a membership of over 120 adult musicians, and approximately 50 late-elementary school and middle school musicians who participate in the free summer Junior Band program.

We believe that the FCB has the power to make our community a better place through music.

How will we use your donation?

Your donation will go towards supporting our operations- including purchasing music, paying salaries and guest artists, and helping us provide a free summer junior band program for flagstaff students.

For every concert, we will partner with another local non-profit to help support their work.

We're getting noticed!

Not only have we been awarded numerous grants from the Arizona Commission on the Arts, The AZ Community Foundation of Flagstaff, Creative Flagstaff, and W.L Gore & Associates, but we've also recently won some awards!

In 2023 we were named "Organization of the Year" by the Arizona Daily Sun. We were also named "Best Local Band" and "Best Artist-Performance" by AZ Daily Sun Readers for the Best of Flag awards.

The Flagstaff Community Band 2024 Corporate Donor Benefits

Supporter: \$250 - \$499

- Recognized on our website and season program

Patron: \$500 - \$999

All of the benefits above, plus:

- Medium logo on the back of our 2024 Summer Season Shirts and Season Flyer
- Recognized publicly at each of our concerts

Concert Sponsor: \$1,000 - \$1,499

All of the benefits above, plus:

- Featured sponsor at a specific concert with multiple call-outs, a booth and a potential option to play your business jingle!

Benefactor: \$1,500 - \$1,999

All of the benefits above, plus:

- Large logo on the back of our 2024 Shirts and Season Flyer
- Your Business name on our van/trailer

Season Sponsor: \$2,000+

All of the benefits above, plus:

- Large logo on the FRONT of our 2024 Summer Season Shirts and Season Flyer
- Featured on the front page of our website
- Option to conduct a performance of The Stars and Stripes Forever march

The FCB Live Experience: \$3,000+

All of the benefits above, plus:

- We will bring the entire FCB to your business or neighborhood for a live concert!

How to Give

Step 1: Email flagstaffcommunityband@gmail.com

Provide the following information:

- Gift level and amount
- If you would like a receipt for your records
- Mailing address for tax purposes
- Attach your Business logo

Step 2: Make Your Donation

Option 1:

Visit our Website- flagband.org and click “Donate”

Option 2:

Mail a check made out to *The Flagstaff Community Band* to
P.O Box 2423, Flagstaff, AZ 86003

Option 3:

Venmo us @[@treasurerflagband](https://www.venmo.com/treasurerflagband)



For Concert Sponsor levels and above, we will coordinate the specific concert date once we finalize our Summer Season schedule.



May 2, 2024

City of Flagstaff Mayor and Council
Attn: Greg Clifton - City Manager
211 W Aspen Avenue
Flagstaff, AZ 86001

Dear Mayor, Council, and Manager Clifton,

I hope this message finds you well.

The City of Flagstaff has been a significant and vital partner in LAUNCH Flagstaff and Elevate PreK. As you recall, Elevate PreK is pilot preschool project developed by LAUNCH Flagstaff. In the past, The City of Flagstaff contributed funding to support the Elevate PreK pilot program in the amount of \$140,000.

Elevate PreK is wrapping up the third year of the pilot and we are in the process of discussing the viability of free, universal PreK for the communities served by Flagstaff Unified School District. **We are seeking funding in the amount of \$40,000 to support the Elevate PreK pilot project for a fourth year. UWNA is concurrently conducting a sustainability study which will identify possible funding sources to provide the infrastructure and support to expand this vision.**

Elevate PreK was born out of the vision that all children and families have access to free, high quality, full day/full year, pre-kindergarten and family support services. The availability of these services strengthens the workforce, ensures that young families can stay in Flagstaff and supports the economy, which leads to children and families having success and better lives.

Too few children in Coconino County have equitable access to high-quality preschool. In fact, data show that only 45% of children aged 3 and 4 attended a state regulated childcare or preschool. The rest remained at home with a family member who was unable to work or under the supervision of other potentially substandard family, friend or neighbor unregulated care. The high costs of living in Flagstaff leave many families unable to afford high quality childcare. In addition, families were pushed out of the income bracket to qualify for subsidies or the free Head Start program due to the higher minimum wage. The lack of high-quality care leaves families few choices.

In the Mayor's Roundtable report published by the Arizona Mayors Education Roundtable, a projection of the future economic impact of the child care gap showed that in Flagstaff alone there is an estimated impact somewhere between \$29.8 million and \$45.5 million. This is a composite of the actual annual impact and the losses that accumulate over the subsequent 10 years. Family impacts include redacted work hours, exit from the workforce, and earning losses. For businesses, the impacts include future earnings, reduced productivity and absences, and turnover costs. The economic impact is staggering.¹

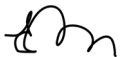
A major investment in child care and early learning would create an estimated 2.3 million new jobs, as well as provide opportunities for parents with low incomes to return to the workforce.² Investments in high-quality early childhood programs starting at birth provide taxpayers with a return of \$6.30 for every dollar invested.³ This return has compounding benefits, driving a 13% per year return on investment through better education, health, social and economic outcomes later in life.

During the Elevate PreK pilot, we have seen significant benefits of high-quality PreK care for families. Family financial stress and parental distress were significantly reduced by participating in Elevate PreK. Families reported being able to secure a higher paying job, work more hours, graduating from business school, not having to work a second job, paying off debt, working full time which allowed the family to acquire health insurance, being a better employee in addition to being comfortable and confident in the care and the significant benefits to child outcomes.

Please let me know if there is any additional information that would be helpful.
Thank you for your consideration,



Liz Archuleta
President and CEO
United Way of Northern Arizona



Beth Giacalone
Program Director - Northern Arizona Programs
Candelen

¹ Early Childhood Education and Care in Arizona: Context, Data, and Resources for Municipal Leaders. Arizona Mayor's Education Roundtable, August 2022. https://azmayors.org/wp-content/uploads/2023/03/Report_AZ-Mayors-Education-Roundtable_Early-Childhood-Education-and-Care_August-2022.pdf

² Heckman, J. (2016). The Heckman Equation, "Quantifying the Life-cycle Benefits of a Prototypical Early Childhood Program." https://heckmanequation.org/assets/2017/12/abc_comprehensivecba_JPE-SUBMISSION_2017-05-26a_sjs_sjs.pdf

³ Chaudry, A., & Hamm, K. (2017). Center for American Progress. "The Child Care for Working Families Act Will Boost Employment and Create Jobs." <https://americanprogress.org/article/child-care-working-families-act-will-boost-employment-create-jobs/>

Council Initiative Funds and Elevate PreK Funding Request

May 21, 2024





Council Initiative Funds

Consideration of Using Council Initiative Funds

- The Council Initiative Fund has approximately \$5,000 remaining for Fiscal Year 2023-24 consideration.
- These funds do not roll over to next Fiscal Year budget.
- Must be contracted by 6/30/2024.



Council Initiative Funds

Consideration of Using Council Initiative Funds

Flagstaff Community Band (FCB)

- Support FCB of was discussed at the April Budget Retreat.
- Direction was to Sponsor a concert in the community.
- Asked to bring back to Council for approval.
- Concert Sponsorship ranges from \$1,000 to \$1,499.

The Flagstaff Community Band 2024 Corporate Donor Benefits

Supporter: \$250 - \$499

- Recognized on our website and season program

Patron: \$500 - \$999

- All of the benefits above, plus:**
- Medium logo on the back of our 2024 Summer Season Shirts and Season Flyer
 - Recognized publicly at each of our concerts

Concert Sponsor: \$1,000 - \$1,499

- All of the benefits above, plus:**
- Featured sponsor at a specific concert with multiple call-outs, a booth and a potential option to play your business jingle!

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- All of the benefits above, plus:**
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 - Option to conduct a performance of The Stars and Stripes Forever march

The FCB Live Experience: \$3,000+

- All of the benefits above, plus:**
- We will bring the entire FCB to your business or neighborhood for a live concert!



Council Initiative Funds

Consideration of Using Council Initiative Funds

Other Funding Considerations

- Does Council want to direct any remaining FY 2023-24 use of the Initiative Funds?
- Now is a good time to have the discussion to allow staff to procure, get contracts and make payments from this year's funds.



Council Initiative Funds

Funding Request for Elevate PreK

- Staff received a \$40,000 funding request, through United Way, to support Elevate PreK on May 2, 2024.
- The request came in after staff presented a balanced budget for FY 2024-25 and received Council approval on April 26th.
- As part of the proposed budget, most service partner contracts increased by 5%, \$57,022 to further support our service partners and community.
- Therefore, there are not additional funds available in next year's budget to support this request.
- United Way provided the following funding sources for Year 5:
 - \$80K Federal ARPA-from City, \$35K United Way, \$35K County, \$65K Warden Foundation, \$40K City (\$255K)



Council Initiative Funds

Funding Request for Elevate PreK

- Budget Team discussed the request for funding last week
- Budget Team spent several months reviewing requests from the entire organization to provide a balanced budget.
- The City's needs are greater than the resource available.
 - There were over \$18M in request that were not funded
- A balanced budget is already prepared to present to City Council.
- Because this request is outside of the budget process, the Budget Team's recommendation is to not fund the request.



Council Initiative Funds

Funding Request for Elevate PreK

- Budget Team discussed alternatives if Council wants to fund the request.
 - Reallocation of unspent Non-Federal ARPA funds:
 - \$21,438 from Aid to Tourism, Travel, or Hospitality, awarded \$128,561 to businesses
 - \$9,847 from Small Business Assistance, awarded \$290,153 to businesses
 - Funding was carryforward into the FY 2024-25 Budget
 - \$31,285 of potential budget reallocation
 - If Council direction to provide additional funding:
 - Utilize FY 2024-25 Council Initiative Funding
 - At \$35,000 level, use \$3,715 of Council Initiative
 - At \$40,000 level, use \$8,715 of Council Initiative

Council Direction?

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council

From:

Co-Submitter: Erin Young, Water Services Manager, and Shannon Jones, Water Services Division Director

Date: 05/16/2024

Meeting Date: 05/21/2024



TITLE:

Water, Sewer, and Reclaimed Water Rates and Fees Study Special Work Session

DESIRED OUTCOME:

City staff and the City's Consultant, Stantec, are addressing questions from the City Council related to the assumptions used in the rate model. City staff and Stantec will facilitate a discussion on financial planning scenarios and how those might influence the outcome of the proposed rates for water, sewer, and reclaimed water rates and fees. The desired outcome is for the Council to provide their direction on the financial planning scenarios.

Executive Summary:

City staff and Stantec have been discussing the rate study components with the Water Commission and City Council since September 2023. There have been discussions about financial planning; capacity fees; rate design priorities; water, sewer, and reclaimed water rates; and miscellaneous fees. During today's presentation, City staff will provide an update to Council on the most recent outreach efforts that continue to provide awareness to the community about the rate study and the proposed rates. City staff will share information about the water services division, operations and maintenance, capital improvements, and the impacts of the proposed rates. This conversation will lead us to the four financial planning scenarios for Council consideration. This is a continuation of the discussion from May 16, 2024.

Information:

City Council and the Water Commission have committed a significant amount of time learning about the rate study process, policy strategies, financial planning, cost-of-service details, and potential rate designs to create the proposed water, sewer, and reclaimed rates. All of this information is available on the cleanwaterflagstaff.com website. The team of Stantec and City staff members have worked to build a rate calculator that is available on this website, so community members and businesses are able to see what their water and sewer bills may look like for the upcoming five years based on the proposed rates. The group has invested in radio, print, social media, and digital advertising to provide outreach and educational opportunities. In this presentation the team will share some of the outcomes of this outreach and what efforts will continue over the next few months.

During the last several months of meetings, there have been discussions about revenue needs and the opportunities available to meet those financial needs. City staff will spend time during today's presentation providing the operational details behind these numbers. Sharing how these revenues are used to maintain service and what happens when there are shortages or unexpected challenges. The capital improvement plan makes up a large portion of the water services revenue needs and City staff will provide an explanation of the approved, informed, and unfunded capital project lists and how this looks across the community. These future revenue needs are built upon assumptions and staff will provide background on how the assumptions in the rate model were derived based on today's experiences. Given altering these assumptions can result in different outputs, Stantec has created four financial planning scenarios to demonstrate how changing assumptions on growth, cost escalation, debt or CIP execution can alter the

resulting proposed rates.

*Please note the attached financial planning scenarios presentation still includes drafts of updated rate projections and bill impacts. These will be finalized following the completion of Stantec's quality control review process.

Attachments: Water, Sewer, and Reclaimed Water Rate Study
 Financial Planning Scenarios
 Rate Study Proposed CIP

City of Flagstaff
Future of Water

Water Rate Study Outreach
May 2024



Join us and spread the word!

Future of Water Rate Study **COMMUNITY DROP-IN EVENT**



- Free pizza
- Free guest pass to the Aquaplex for all attendees*
- Learn about water and sewer rate changes
- Speak to Mayor Daggett
- Open to City of Flagstaff customers of all ages!

*Guest passes redeemable 5/20/2024 - 12/31/2024



Learn more:



SATURDAY, MAY 18 | 11AM - 2PM | AQUAPLEX COMMUNITY ROOM

Outreach Update

Community Engagement

- Earth Day at Bushmaster Park – 4/20
- Tourism Commission – 4/25
- Friends of Flagstaff Future – 4/30
- Friends of the Rio at Shultz Basin – 5/2
- ADEQ Roadshow at East Flagstaff Community Library – 5/8
- Northern Arizona Climate Change Alliance – 5/9
- Airport Commission – 5/9
- Community Drop In at Aquaplex – 5/18
- ECONA Advisory Committee – 5/21

Outreach Update

Website Update

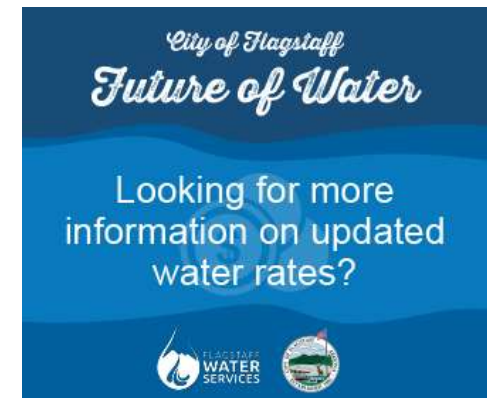
- **7,260 site visitors to date**
- **4,072 site visitors the last 30 days**
- Increased visitation
- Watch past meetings
- Upcoming engagement opportunities
- New resources
- Spanish resource section
- Educational videos
- **Posted rate calculator**
- **Posted draft report and appendices**

Total Water & Sewer Charges - Note that the Proposed Water and or Sewer charges may be lower		
Forecast Time Period*		September 1st, 2024 - December 31st, 2025
Service	Existing	Proposed*
Total Water Charge	\$ 16.64	\$ 14.33
Total Sewer Charge	\$ -	\$ 10.39
Total	\$ 16.64	\$ 24.72

Outreach Update

Marketing & Advertising

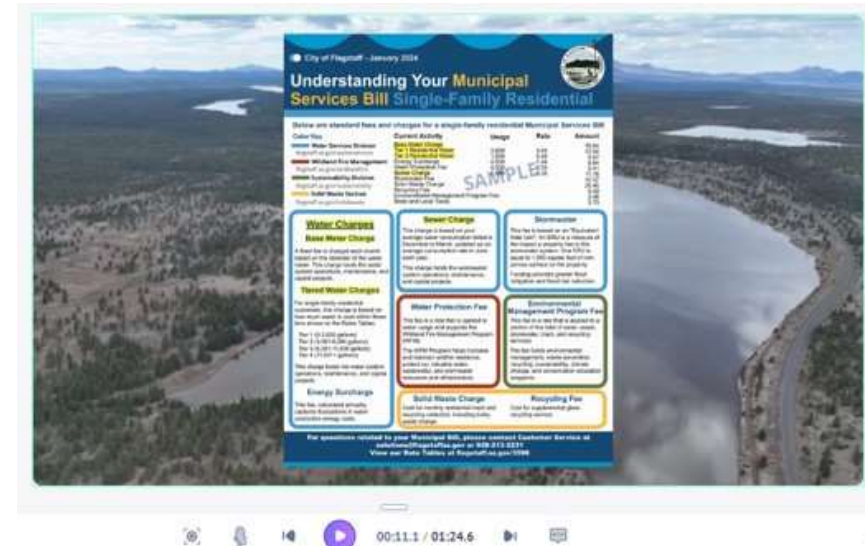
- Digital Ad Campaign
 - **259,614 total impressions to date**
 - **1,353 clicks**
 - Began April 17th through May 15th
- Advertising Website and Community Events
 - Digital ads, social media, and radio
 - Printed water bill inserts
 - Flyer distribution at various locations around town



Outreach Update

Marketing & Advertising

- Outreach videos
 - Rate change impact on residents
 - Rate change impact on businesses and developers
 - Rate calculator demonstration



Council
Discussion

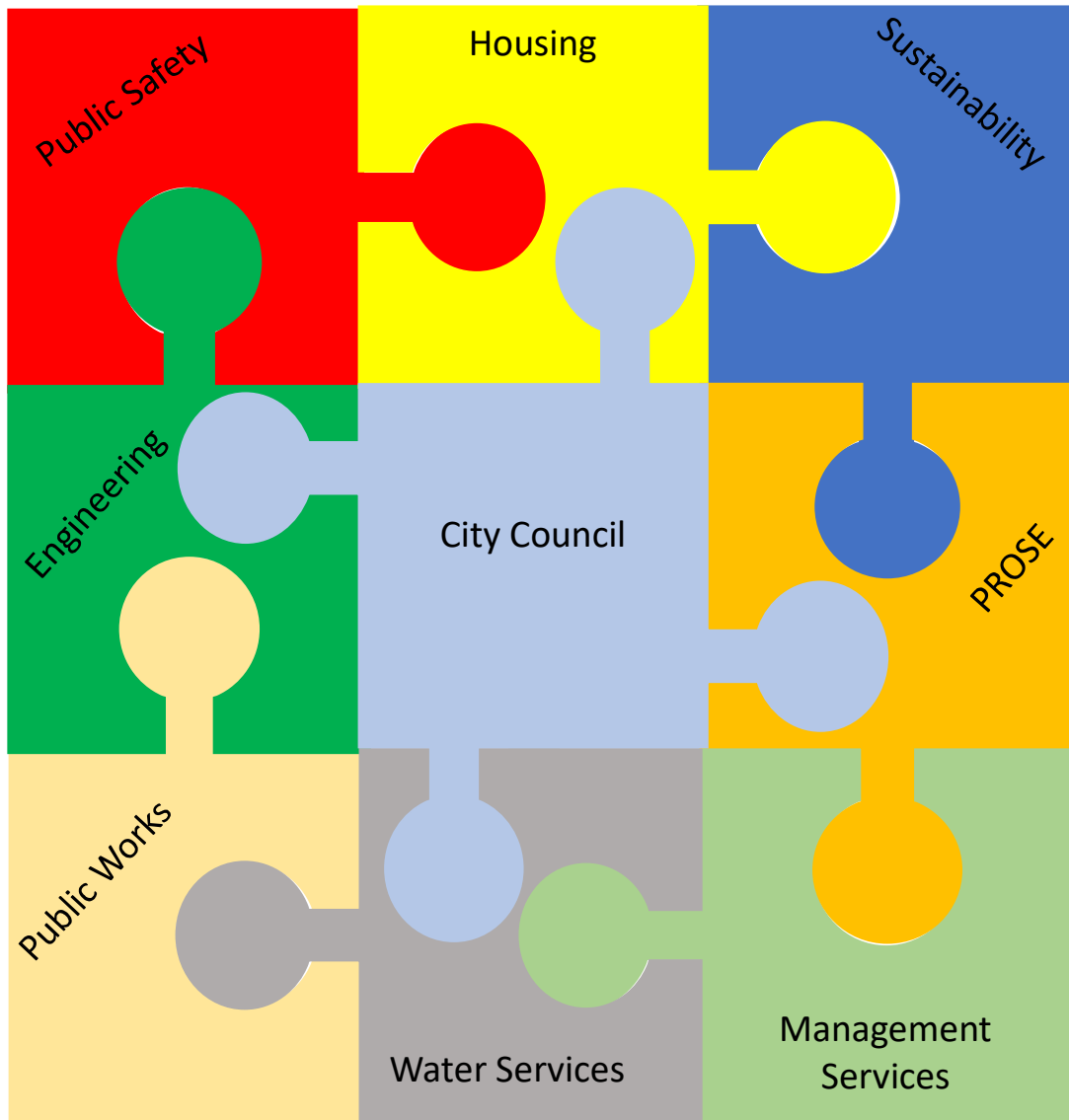
Questions

Additional
Feedback

City of Flagstaff
Future of Water

Water Rate Study Presentation
May 2024





City Services

- Interconnection of services
- Provide services to community
- Rely on each other for support and resources to provide those services
- Policy direction from Council keeps it all together
- Goal to provide a quality of life for all

Introduction to Water Services

- 4 Treatment Plants – 2 Drinking Water and 2 Water Reclamation Plants
- 8 Large and 6 Small Drinking Water Storage Tank
- 2 – Reclaimed Treated Effluent Storage Tank
- 30 – Drinking Water Wells and Pump Houses
- Over 447 miles of Water Distribution lines
- Over 290 miles of Sewer Collection lines
- Over 3,432 Fire Hydrants
- 5 Standpipes – 3 Drinking Water and 2 Reclaimed Treated Effluent
- Regulatory Compliance
- Water Sustainability and Conservation
- 97 – Staff members

Operations & Maintenance

What's included in Operations & Maintenance

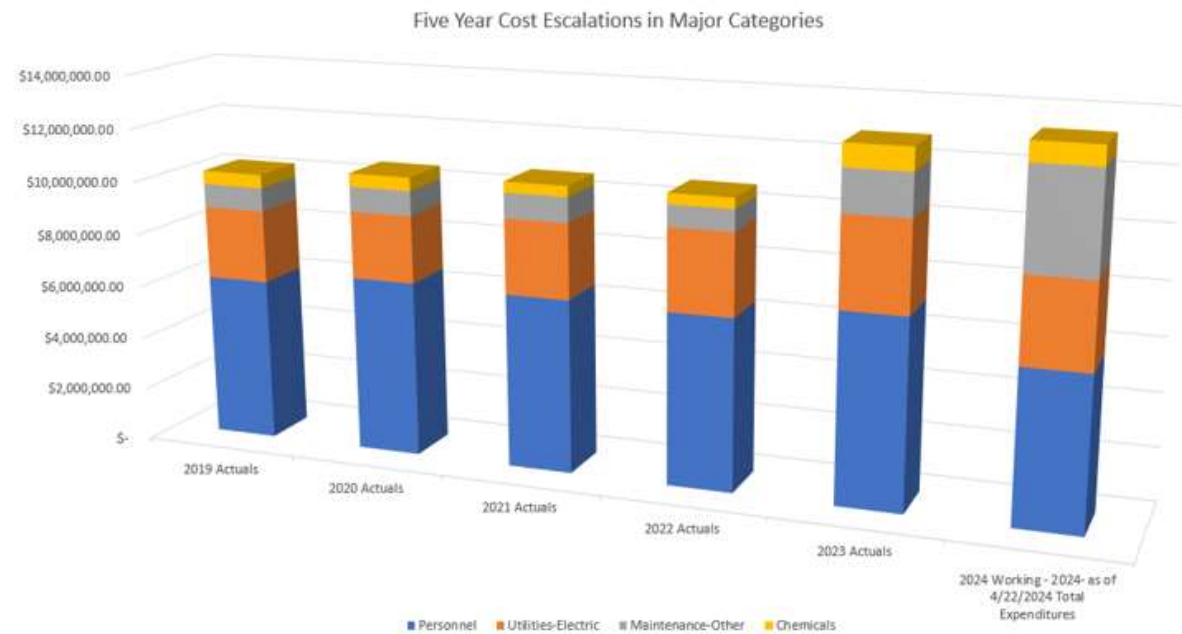
- Process Treatment Equipment
- Buildings and materials
- Parts & labor
- Gas, oil and chemicals
- Service vehicles and machinery
- Personnel



Operations & Maintenance

General Increases in Costs

- Electrical Costs
- Treatment Chemical Costs
- Costs of Parts
- Personnel



Operations & Maintenance

Insufficient Funding Impacts

- Defer repair and replacement of aging infrastructure
- Challenge to maintain technology and facilities
- Lack resiliency and robustness
- Limited personnel resources



Operations & Maintenance

Benefits of Funding

- Sustainable use and development of water resources
- Effective water institutions and administrative systems
- Assure water quality and wastewater management
- Invest in repairing and replacing aging infrastructure
- Retain qualified staff to maintain resources



Operations & Maintenance: Water Distribution Lines

Flagstaff averages 6 main breaks per 100 miles of pipe (25 annually)



2023 Clay Avenue



Operations & Maintenance: Sewer Collection Lines

- 290 miles of sewer line
- 8,000 Manholes
- 6 Sanitary Sewer Overflows



Capital Improvements

What do improvements accomplish?

- Address capacity to meet community growth and development
- Fulfill master planning efforts for the future of Flagstaff
- Develop water supply
- Maintain water supply and wastewater collections
- Integrate asset management into Utility infrastructure
- Advance wastewater treatment



Capital Improvement Plan (CIP)

What is a CIP

- Plan includes approved, informed, and unfunded projects
- Plan is conservative
- Dependency on external funding sources
- No capacity for citywide initiatives



CIP - Water

Full Water CIP List

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
Solier 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

*Includes grant funding

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

CIP - Water Unfunded List

- Lake Mary Treatment Plant – Chlorine Dioxide Generator Replacement
- North Reservoir Treatment Plant – Filter Rehab
- Tank Rehab
- Diesel Engine Replacement
- Flow Meter Replacement
- Booster Station Rehab
- Wellfield Powerline Burial
- Load Out Station
- Red Gap Pipeline design and construction

CIP - Wastewater

Full Wastewater CIP List

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

CIP - Wastewater Unfunded List

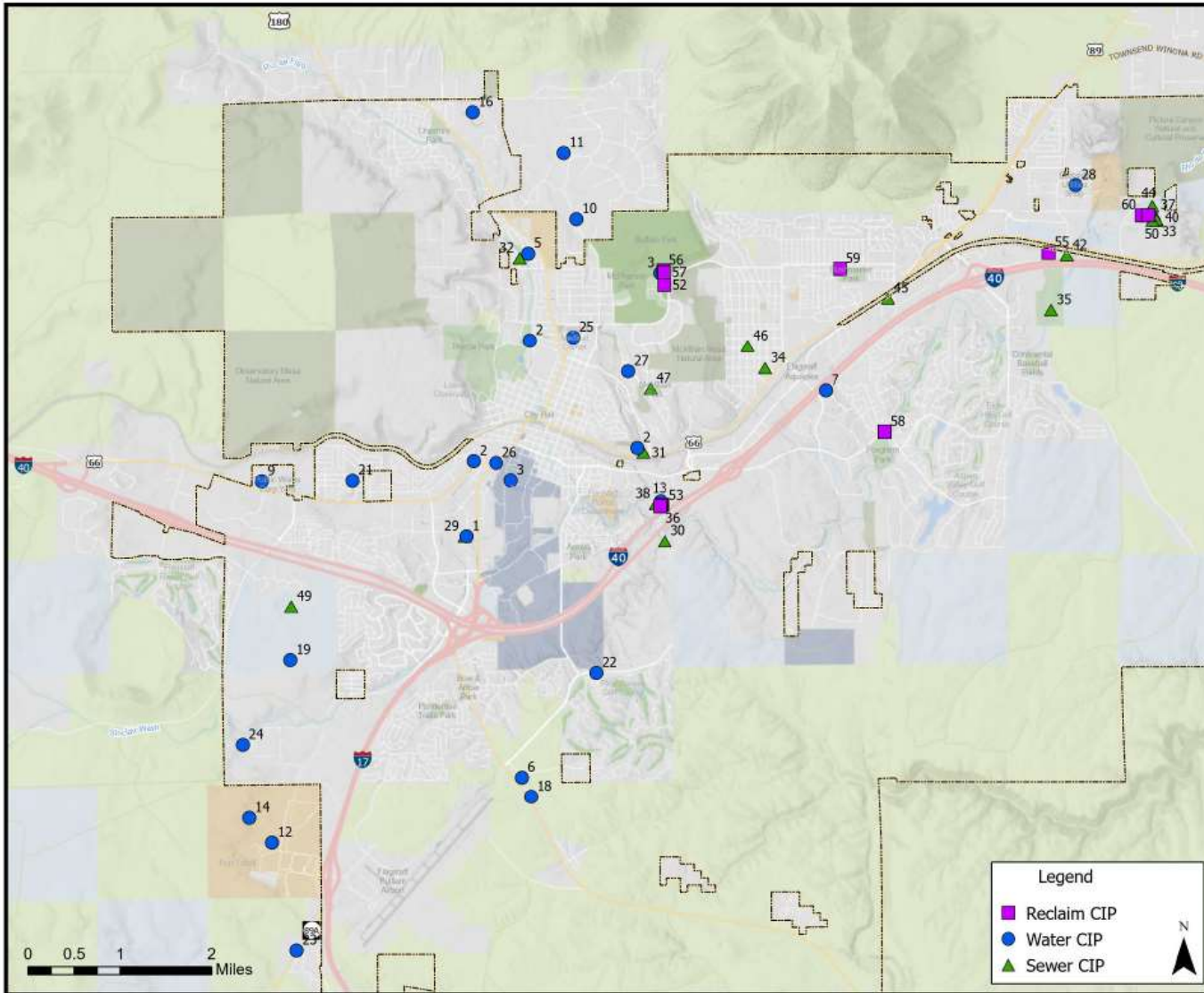
- Influent Grit Removal
- Improved Baffling and Weirs for Secondary Clarifiers
- Add Post Anoxic Zone
- Add Initial Anaerobic Zone
- Septage and Grease Station
- Interceptor (Butler to Country Club)

CIP - Reclaimed

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

CIP - Reclaimed Unfunded List

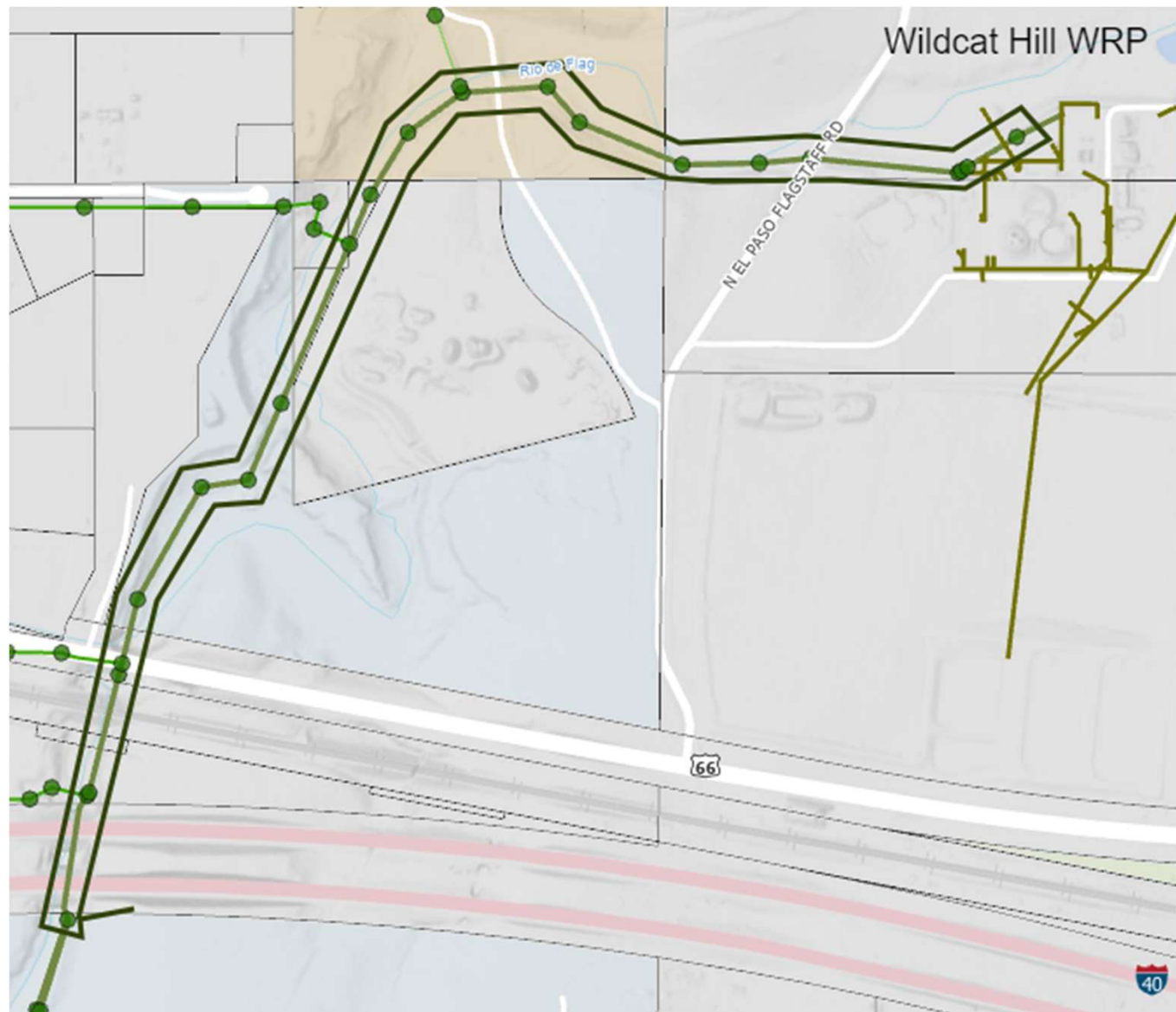
- Bushmaster Booster Station, Pump, and Automatic Valve
- Rio Reclaim Booster Pump Station Upgrades
- Master Radio Tower – Rio de Flag
- Cemex and County Yard Flow Monitoring Stations
- Rio Reclaim Distribution System Upgrades
- Water System Expansion - Westside



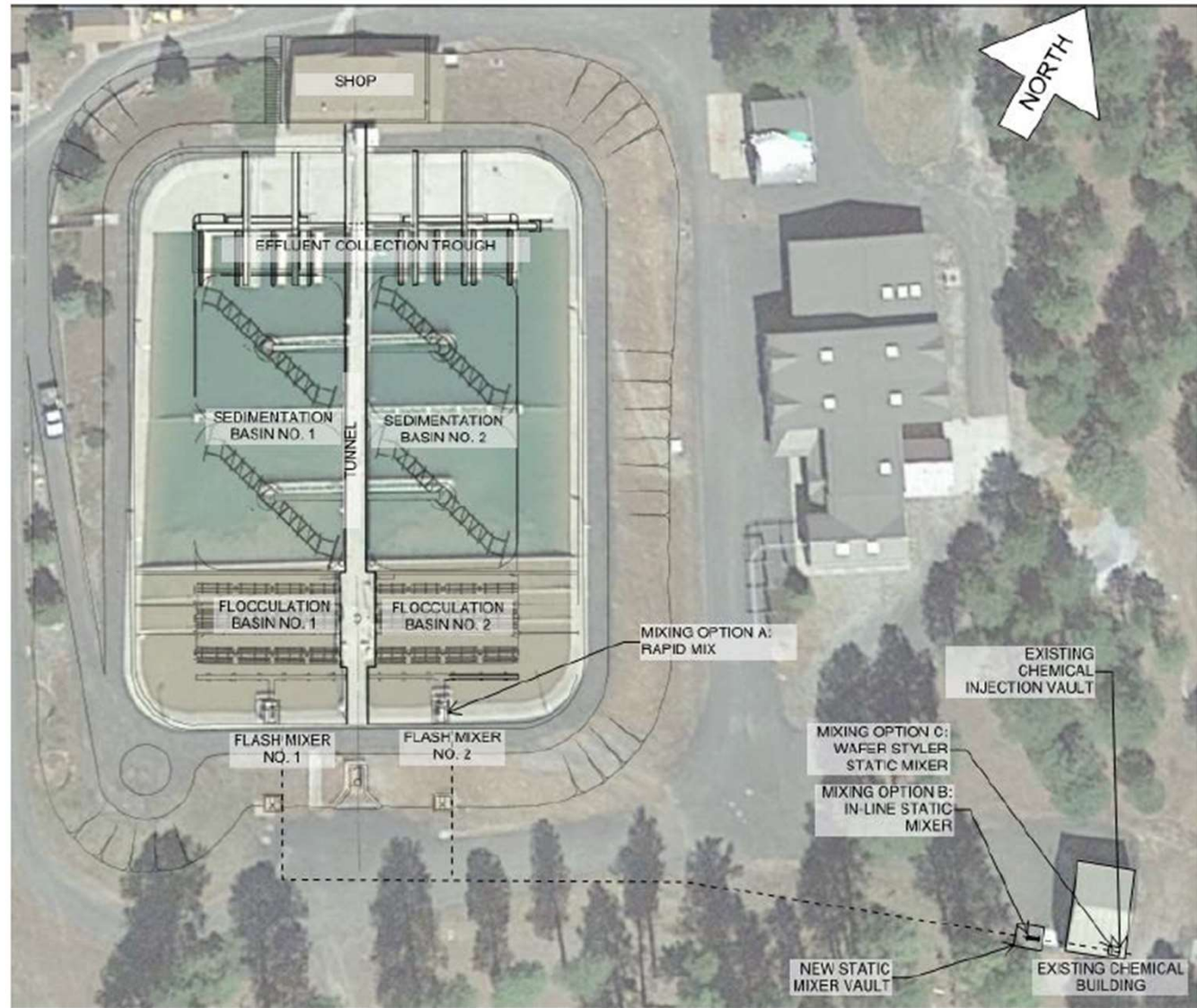
1. Beulah/University Waterline Relocation
2. Rio de Flag Flood Control Project- Waterline
3. Water Vault/PRV Replacement Program
4. New Well and Pumphouse
5. Coconino Estates- Bundle #4
6. Lake Mary Sedimentation Basin (Flocculation)
7. Soliere Waterline 12" Upsizing
8. Lake Mary Land Acquisition
9. McAllister-Well Design/Construction
10. Switzer Canyon Transmission Line Phase 4
11. Switzer Canyon Transmission Line Phase 5
12. Fort Tuthill Waterline Loop-Phase 2
13. First Ave TREX Waterline Replacement
14. Fort Tuthill Well
15. Inner Basin Waterline
16. Inner Basin Line- Schultz to Reservoir Plant
17. Inner Basin Spring Box and Collection Rehab
18. Lake Mary Raw Water Pipeline Rehab
19. Zone B Storage
20. Lake Mary Dam Repairs
21. Railroad Springs #3 Storage Tank
22. JW Powell Waterline Oversizing
23. Pine Del Waterline Upsizing
24. Woody Mountain Wellfield Powerline Burial
25. Fort Valley Shopping Center
26. ADOT Cast Iron
27. Turquoise WL Replacement
28. East Side Shop New Building for Equipment Storage
29. Beulah/University Sewer Exit
30. Rio de Flag Water Reclamation Facility Two Bar Screens
31. Rio de Flag Sewer Relocations
32. Coconino Estates-Bundle#4
33. Wildcat Dewatering Facility
34. First Ave Rte. 66 Sewer Replacement
35. Country Club Interceptor to WCH
36. Rio de Flag Water Reclamation Facility Solids Treatment
37. Wildcat New Elect./Fiber Upgrade
38. Rio de Flag Fiber Upgrade
39. Wildcat Roof Replacement
40. Wildcat UV Disinfection
41. Rio de Flag Water Reclamation Facility Main Motor Control Centers
42. BNSF Sewer Relocations
43. Facility Master Plan Update
44. Headworks Rehab
45. East Industrial Sewer Improvements
46. Sunnyside Trunk Upsizing
47. Ponderosa Pkwy- McMillan Mesa
48. East Railhead Upsizing
49. University Heights Oversizing
50. Wildcat Solar Drying Facility
51. Rio de Flag Water Reclamation Facility Roof Replacement
52. 8" Bottleneck- Replacement
53. Rio de Flag Water Reclamation Facility Water PRV Relocation 16"
54. Rio de Flag Water Reclamation Facility Pump Valve Actuators
55. BNSF Reclaim Relocations
56. Buffalo Park Tank #1 Painting
57. Buffalo Park Chlorine Bldg Upgrade
58. Reclaim Loop-Fox Glenn to Country Club
59. Bushmaster Park Booster Communications & Flow Meters
60. WCH Reclaim Booster Building Equipment Upgrade
61. Rio de Flag Water Reclamation Facility Storage Tank
62. WCH Storage Tank



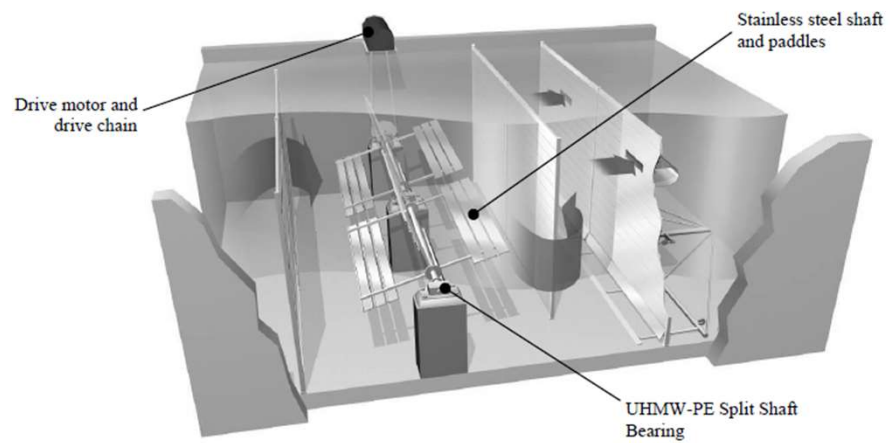
CIP: Wildcat Interceptor Line



CIP: Lake Mary Sedimentation Basin



CIP: Lake Mary Sedimentation Basin



CIP Funding

Fund		Approved CIP ¹	Approved + Informed CIP ²	Approved + Informed + Unfunded CIP ³
Water	<i>Annual Average</i>	\$13.1	\$19.7	\$20.8
	<i>Total CIP Funding FY24 – FY33</i>	\$130.7	\$196.9	\$207.9
Wastewater	<i>Annual Average</i>	\$8.7	\$10.0	\$12.5
	<i>Total CIP Funding FY24 – FY33</i>	\$86.7	\$99.5	\$124.6
Reclaimed	<i>Annual Average</i>	\$0.5	\$3.3	\$6.9
	<i>Total CIP Funding FY24 – FY33</i>	\$5.2	\$32.8	\$68.6

¹ Conforms to anticipated revenues projected by Utility (partial CIP list).

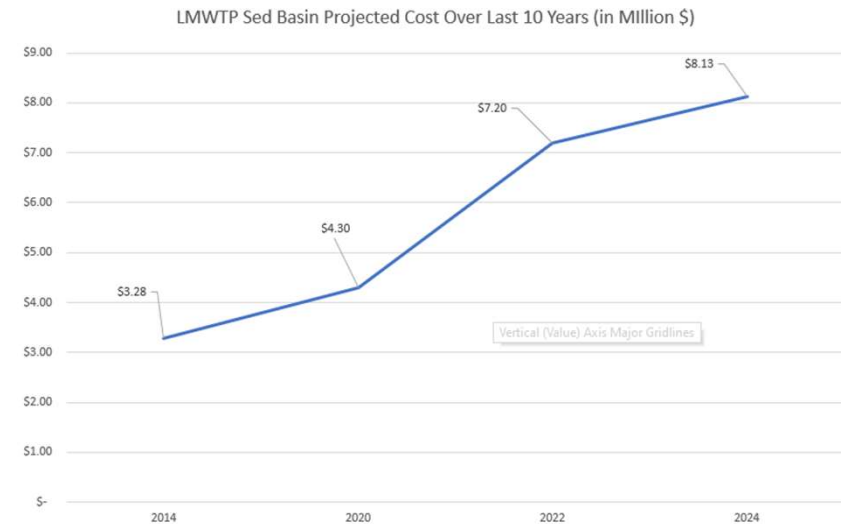
² From complete CIP list informed by Master Plan recommended projects (e.g., Water Infrastructure Master Plan, Sewer Master Plan).

³ Needed projects without an identified funding source.

CIP Funding

Impacts of Insufficient Funding

- Value engineer and/or strip components of project
- Consistently reprioritizing projects based on available funding
 - Reduces funding for other projects
 - More projects become underfunded
- Move project(s) to unfunded list
 - Project placed on hold
 - Project is removed from the 5-year plan
 - Postponing projects tends to cost two to three times more



Rate Study Background

- Rates and fees provide funding for operations, maintenance, and capital improvements
- Objectives of the Study
 - Build a financial model
 - Establish a Cost-of-Service
 - Review Rate Structure
 - Adjust rates and fees
- Last rate study was completed in 2015
- Last rate increase went into effect in 2020
- Began discussions with City Council in September 2023
- Public Hearing are scheduled for June 18, and July 2, 2024
- Rate changes effective September 1, 2024

Rate Study Priorities

Create sufficient resources through rates to support:

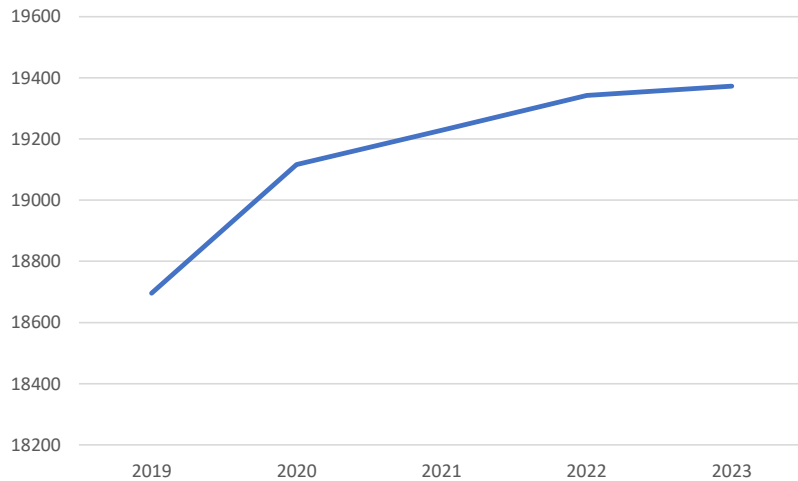
- **Provide High-Quality Water:** Bring clean, safe and reliable water supply by balancing variable supply and customer demand
- **Develop Reliable Sources of Water:** Invest ongoing to maintain three independent water supplies and careful use of natural resources
- **Address Aging Water Infrastructure:** Reduce increased maintenance costs, ongoing service problems, breakage, and water loss
- **Use of Reclaimed Water:** Offsets demand for potable water up to 20%
- **Fulfill Regulatory Requirements:** Produce potable water and reclaimed water within State and Federal guidelines

Rate Study Model Assumptions

Assumption	Details
Growth in Accounts	1.00% annually
Reserve Targets	90 days O&M
Debt Service Coverage	Target: 1.25x Minimum: 1.20x
Debt Service Policy	Annual payment less than or equal to 20% of operating revenues for Water, Wastewater, Reclaimed Water, and Stormwater enterprise funds
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 – Water Supply Security Projects Wastewater – Wildcat Hill Wastewater Treatment Plant Design & Expansion

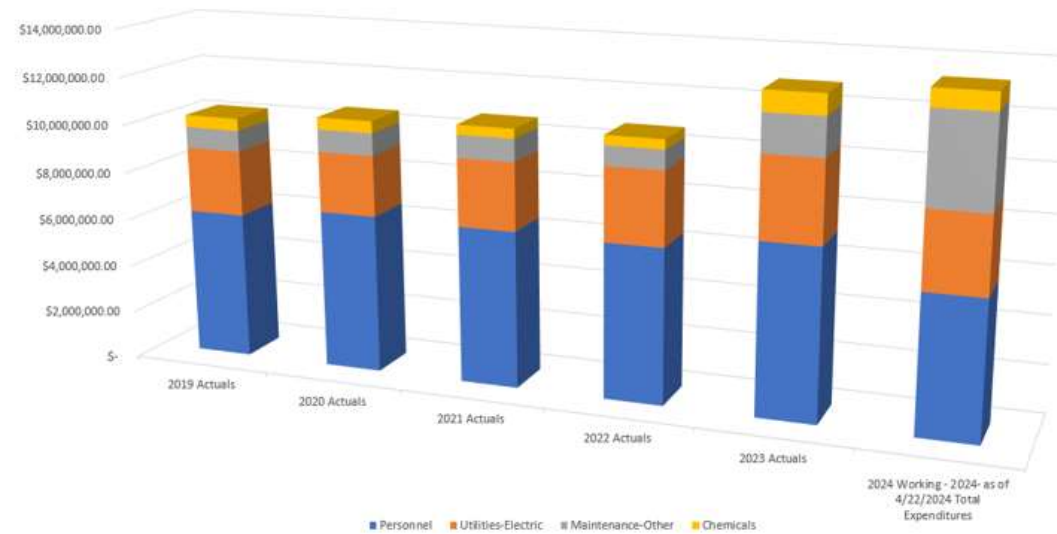
Rate Study Model Assumptions

Residential Meters Installed



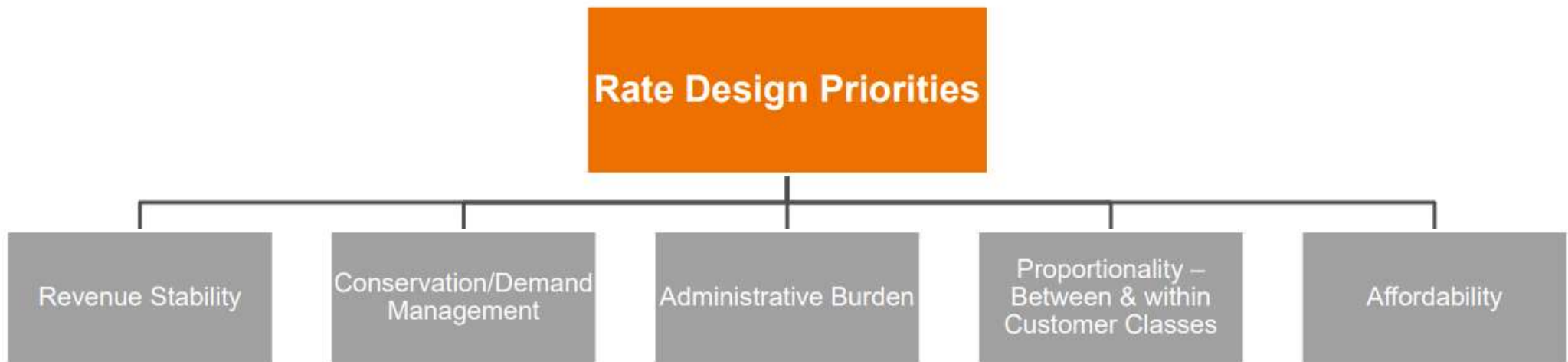
Water Service has seen an average 3.5% growth in meter installations over the last five years. Financial model assume a 1% growth over the planning period.

Five Year Cost Escalations in Major Categories



Financial Model assumes 3.5% cost escalator, and a 6% for Chemicals, Electrical, and Maintenance (CEM). CEM has seen a 29% cost escalation in these expenses.

Rate Design Priorities



Proposed Water Rates

WATER RATES - Proposed (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 - Proposed (Volume)							
	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	

Proposed Sewer 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)

Proposed Reclaimed Rates

RECLAIMED WATER RATES - Proposed (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		\$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 RATES - Proposed (Volume)								
	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	\$1.97	\$2.20	\$2.46	\$2.77	\$3.12	35%
	Tier 2 (3,501 - 6,200 gallons)	\$1.99	\$2.08	\$2.33	\$2.62	\$2.94	\$3.32	
	Tier 3 (6,201 - 11,500 gallons)	\$2.83	\$3.73	\$4.23	\$4.80	\$5.45	\$6.21	
	Tier 4 (11,501+ gallons)	\$5.24	\$7.04	\$8.03	\$9.17	\$10.47	\$11.98	
Commercial (no main Ext):		\$2.08	\$2.49	\$2.80	\$3.16	\$3.56	\$4.03	35%
Commercial (w/ main Ext):		\$4.44	\$5.34	\$6.00	\$6.76	\$7.64	\$8.64	75%
Manufacturing (no main Ext):		\$2.05	\$2.38	\$2.67	\$3.01	\$3.39	\$3.83	35%
Manufacturing (w/ main Ext):		\$4.40	\$5.10	\$5.72	\$6.44	\$7.27	\$8.22	75%
NAU (No main extension):		\$1.94	\$2.49	\$2.80	\$3.16	\$3.56	\$4.03	35%
NAU (with main extension):		\$4.16	\$5.34	\$6.00	\$6.76	\$7.64	\$8.64	75%
Hydrant Meter		\$4.21	\$4.42	\$4.99	\$5.65	\$6.40	\$7.27	50%
Standpipe		\$4.79	\$4.39	\$4.96	\$5.61	\$6.36	\$7.22	50%
Off Peak/Golf Course*		\$1.81	\$2.17	\$2.44	\$2.75	\$3.10	\$3.51	87%

*Rate is 87% of the Commercial (no main extension) reclaimed water rate

Capacity Fees

WATER

Meter Size	ERU Factor	Existing Fee	Proposed Fee
¾"	1.0	\$5,728	\$8,266
1"	1.67	\$9,566	\$13,804
1 ½"	3.33	\$19,074	\$27,526
2"	5.33	\$30,530	\$44,058
3"	10.00	\$57,279	\$82,660
4"	16.67	\$95,484	\$137,795
6"	33.33	\$190,910	\$275,506
8"	53.33	\$305,468	\$440,827
10"	76.67	\$439,157	\$633,756

WASTEWATER

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

Miscellaneous Fees

- Water Meter Installations
- Water and Sewer Tap Fees
- Service Charges
 - Establishment
 - Non-Payment
 - Meter Testing
 - Backflow Prevention Permit
 - Backflow Compliance
 - Malicious Damage
- Sewer Fees
 - Industrial Pre-Treatment Discharge
 - Septage
 - Restaurant Grease
 - Mud Sump
 - After Hours Dumping
 - Scavenger Waste Permit
- High Strength Waste Surcharge

Rate Calculator Demonstration

<https://cleanwaterflagstaff.com/rate-calculator>

Below are standard fees and charges for a Single-Family Residential Municipal Services Bill.

The 2024 Rate Study is evaluating the base meter charge, tiered water charges, and sewer charge for adjustments required to meet the cost of service. See the "Understanding Your Municipal Services Bill" factsheet for an explanation of all items listed.

Current Activity	Usage	Rate	Amount
Base Meter Charge			16.64
Tier 1 Residential Water	3,500	\$3.44	12.04
Tier 2 Residential Water	1,050	\$4.45	4.67
Energy Surcharge	4,550	\$1.24	5.64
Water Protection Fee	4,550	\$0.53	2.41
Sewer Charge	2,090	\$5.35	11.18
Stormwater Fee			12.57
Solid Waste Charge			25.45
Recycling Fee			5.09
Environmental Management Program Fee			2.48
State and Local Taxes			3.73
Total			\$101.90

Water																	
Enter information from your Municipal Services Statement in the orange highlighted spaces below, or you can estimate your water use and meter size from the list below. Most residents have a 3/4" meter size.																	
Enter Monthly Usage in Gallons (for residential, add up usage over the different tiers, or use the value from "Energy Surcharge" similar to how shown in this example):																	
<table border="1"> <thead> <tr> <th>Current Activity</th> <th>Usage</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Base Meter Charge</td> <td></td> <td>-</td> </tr> <tr> <td>Tier 1 Residential Water</td> <td>3,500</td> <td></td> </tr> <tr> <td>Tier 2 Residential Water</td> <td>1,050</td> <td></td> </tr> <tr> <td>Energy Surcharge</td> <td>4,550</td> <td></td> </tr> </tbody> </table>	Current Activity	Usage	Amount	Base Meter Charge		-	Tier 1 Residential Water	3,500		Tier 2 Residential Water	1,050		Energy Surcharge	4,550			
Current Activity	Usage	Amount															
Base Meter Charge		-															
Tier 1 Residential Water	3,500																
Tier 2 Residential Water	1,050																
Energy Surcharge	4,550																
Enter Monthly Base Meter Charge from your bill:		\$16.64															
Enter your customer class:		Institutional															
New Proposed Customer Class (if applicable)		Commercial/Schools															
Amount	Existing	Proposed															
Water Base Charge	\$ 16.64	\$ 14.33															
Water Volume Charge	\$ -	\$ -															
Total Water Charge	\$ 16.64	\$ 14.33															

Rate Calculator – Residential Example

- Residential customer who usage is 4,577 gallon
- Current monthly bill - \$51.30 (Water \$33.47, Sewer \$17.83)
- Year 1 bill - \$63.48 (Water \$34.76, Sewer \$28.72)
- Year 2 bill - \$75.88 (Water \$39.98, Sewer \$35.90)
- Year 3 bill - \$87.26 (Water \$45.97, Sewer \$41.29)
- Year 4 bill - \$98.29 (Water \$52.87, Sewer \$45.42)
- Year 5 bill - \$108.49 (Water \$60.80, Sewer \$47.69)

Rate Calculator – Commercial Example

- Commercial customer who usage is 51,750
- Currently monthly bill - \$553.29 (Water \$259.35, Sewer \$293.94)
- Year 1 bill - \$559.33 – (Water \$318.65, Sewer \$240.68)
- Year 2 bill - \$667.30 – (Water \$366.45, Sewer \$300.85)
- Year 3 bill - \$767.39 – (Water \$421.42, Sewer \$345.97)
- Year 4 bill - \$865.20 – (Water \$484.63, Sewer \$380.57)
- Year 5 bill - \$956.53 – (Water \$557.33, Sewer \$399.60)

Rate Study Council Direction

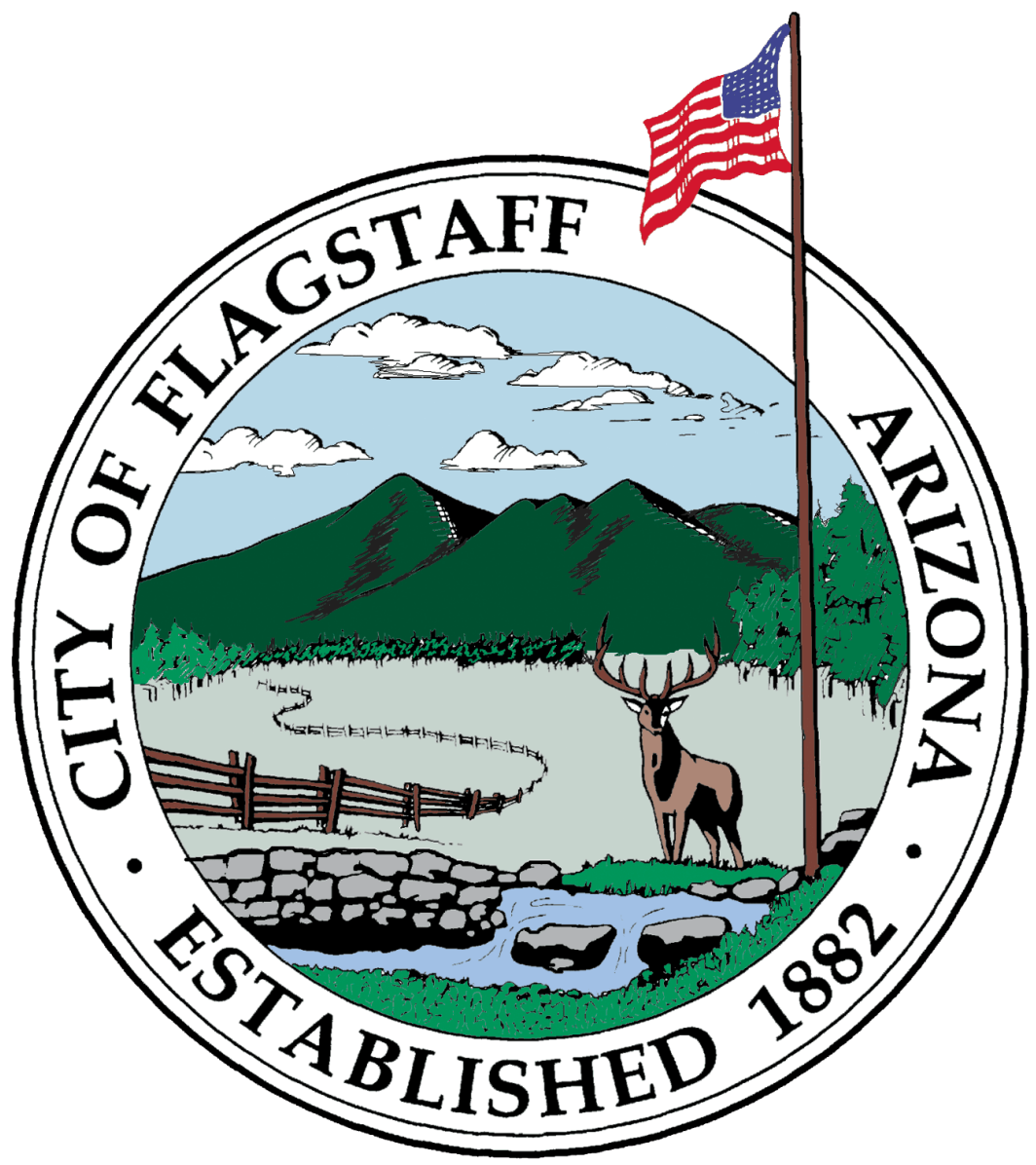
Minimizing the Impact to the Rate Payer:

- ✓ Utilized Actual Flow Data versus Design Flow Data to minimize Capacity Fee increase
- ✓ Added Solids Loading component to the Capacity Fee calculation to minimize impact to new developments and align costs to those producing higher solids
- ✓ Reduced revenue recovered from Water Base Fee from 29% to 25% to empower water users to have more control over their bill
- ✓ Assumed a 90% execution rate of operating budget
- ✓ Adjusted Residential Tier Rates to reduce bills for water smart customers in both Tier 1 and Tier 2
- ✓ Consolidated Customer Classes to make the structure simpler and reduced rate increases in some cases
- ✓ Adjusted Other Miscellaneous Fees so those receiving services pay those costs and it is not passed on to the rate payer

Council
Discussion

Questions

Additional
Feedback



City of Flagstaff, AZ

Water, Reclaimed Water, & Wastewater Cost-of-Service Study

Financial Planning Scenarios

City Council Work Session
May 16, 2024



Financial Planning Scenarios

- Growth
- Escalation
- Percentage of Debt
- Capital Execution



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
Debt Service Policy	Annual payment less than or equal to 20% of operating revenues for Water & Wastewater; Reclaimed Water and Stormwater enterprise funds included
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 – Water Supply Security Projects Wastewater – Wildcat Hill Wastewater Treatment Plant Design & Expansion



Borrowing Funds for Capital Improvements

Notes about debt

- Total debt subject to City policy that was adopted to include four enterprise funds: Water, Wastewater, Reclaimed Water, and Stormwater
- What is optimal amount of debt?
 - City policy
 - Bond rating agencies look at multiple factors

Metric	Fitch Rating Agency (Highly Rated Utilities – AAA, AA, A	City of Flagstaff Policy/ Requirements
Percent of CIP funded with debt	36%	N/A
Debt Service Coverage (DSC) ratio (All-In)	2.40X	1.20X
All-in Debt Service payments as a % of gross revenues	18%	20%

- Favorable bond ratings generally lead to lower interest rates = rate payer savings



Growth in Accounts



Growth in Accounts

What does growth influence in rate models?

- Rate revenues
- Capacity fee revenues
- Lower growth = less revenue from proposed rates
 - Increase rates to recover same revenue requirements
 - Holding proposed rates constant, increase debt to fund full CIP
- Higher growth = more revenue from proposed rates
 - Decrease rates to recover same revenue requirements
 - Holding proposed rates constant, less debt needed to fund full CIP
- Current rate model assumption: 1% account growth per year
 - 2023 Report to the Water Commission – water production change 1.15% per year
 - Regional Plan 2030 – population growth ranges from 0.8% to 1.3% annually
 - 3.5% increase in meter installations from FY 2019 to FY 2023 ~0.7% annually



Water Fund FAMS Control Panel – Reduced Growth (0.5%)



CITY OF FLAGSTAFF WATER FUND



CALC SAVE CTRL LAST OVR

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2029	FY 2033
Water Rate Plan	0.00%	0.00%	15.00%	15.00%	15.00%	15.00%	15.00%	5.00%	5.00%	5.00%	5.00%	101.20%	144.59%
Last Plan	0.00%	0.00%	15.00%	15.00%	15.00%	15.00%	15.00%	5.00%	5.00%	5.00%	5.00%	101.20%	144.59%
All-In DSC	1.89	3.05	2.49	2.62	2.61	3.34	3.64	4.20	4.14	4.05	4.45	Total Debt Current Plan	\$54.95
Last Plan	1.89	3.01	2.40	2.39	2.28	2.81	2.98	3.30	3.12	2.96	3.06	Total Debt Last Plan	\$78.94
Total Funded O&M	\$14.747	\$13.250	\$16.380	\$16.026	\$16.712	\$17.475	\$18.189	\$18.934	\$19.711	\$20.524	\$21.372	Average CIP	\$20.36
Total Funded CIP	\$4.606	\$28.954	\$22.660	\$21.621	\$19.843	\$11.032	\$27.959	\$17.183	\$28.727	\$14.069	\$22.460		
Combined DS %	13.7%	21.7%	17.1%	20.9%	20.9%	19.8%	16.6%	15.4%	15.2%	15.0%	14.0%		

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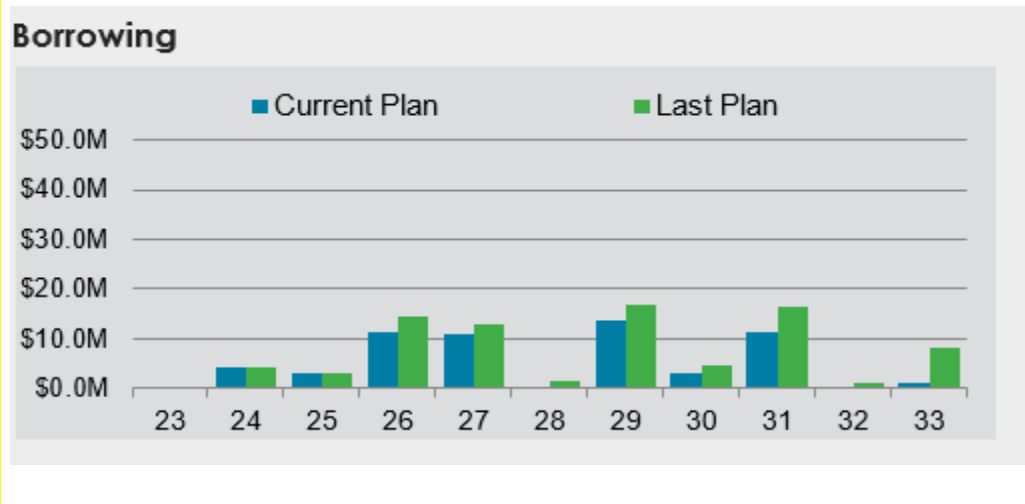
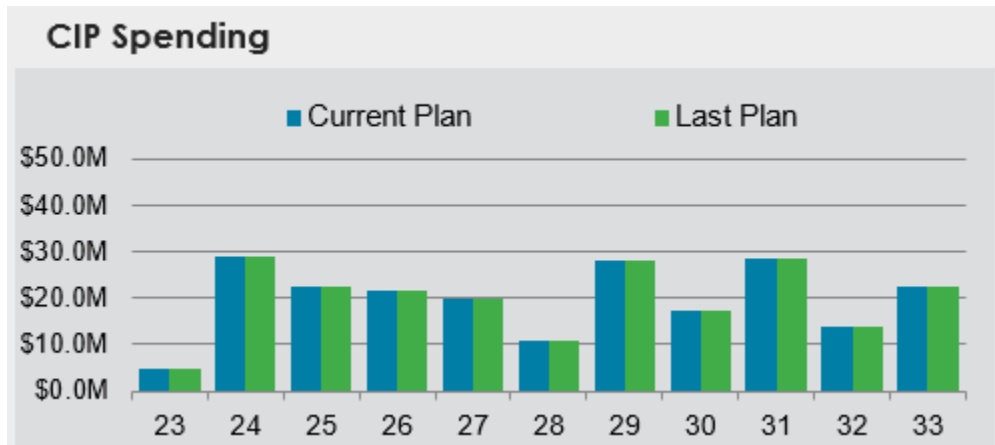
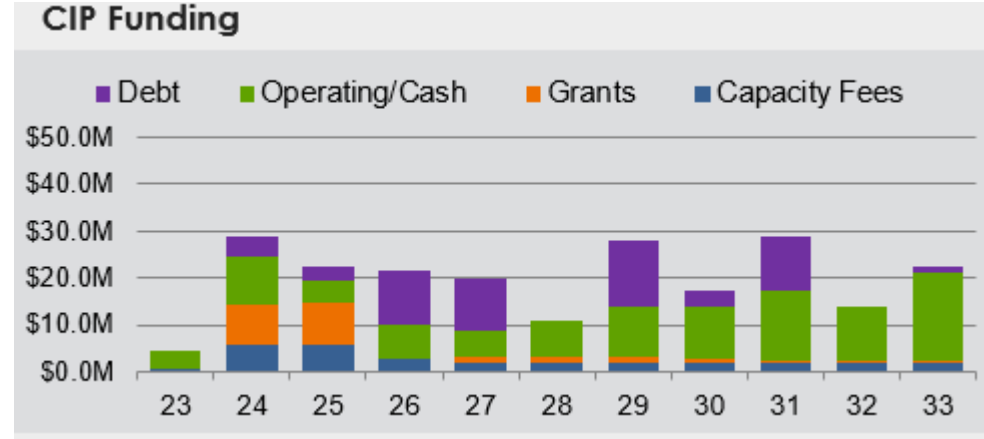
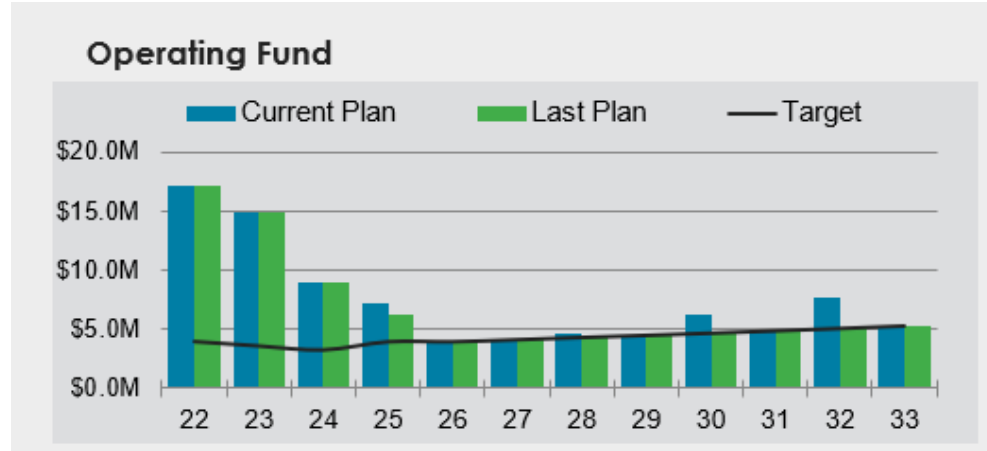
Estimated borrowing

Water Rate Plan (Current Plan) = Proposed Rates with Full CIP Funding

Last Plan = Results with 0.5% Growth (rates held constant, borrowing adjusted)



Water Fund FAMS Control Panel – Reduced Growth (0.5%)



Water Rate Plan (Current Plan) = Proposed Rates with Full CIP Funding

Last Plan = Results with 0.5% Growth (rates held constant, borrowing adjusted)



Impact of Growth on Borrowing

*Held Constant: Rate Plan & CIP			Annual Rate Increase				
	Total CIP (FY 25 – FY 33)	Total CIP Funding from Debt Proceeds (FY 25 – FY 33)	FY 25	FY 26	FY 27	FY 28	FY 29
1% Growth	\$185.6M	\$54.9M (30%)	15%	15%	15%	15%	15%
0.5% Growth		\$78.9M (43%)	15%	15%	15%	15%	15%
1.25% Growth		\$46.0M (25%)	15%	15%	15%	15%	15%
1% Growth	\$112.6M	\$24.0M (21%)	25%	25%	15%	10%	5%
0.5% Growth		\$27.7M (25%)	25%	25%	15%	10%	5%
1.25% Growth		\$22.2M (20%)	25%	25%	15%	10%	5%

Water Factors

Wastewater Factors

% CIP funded w-Debt



Impact of Growth on Rates

*Held Constant: Debt & CIP			Annual Rate Increase				
	Total CIP (FY 25 – FY 33)	Total CIP Funding from Debt Proceeds (FY 25 – FY 33)	FY 25	FY 26	FY 27	FY 28	FY 29
1% Growth	\$185.6M	\$54.9M (30%)	15%	15%	15%	15%	15%
0.5% Growth		\$54.3M (29%)	17.50%	17.50%	17.50%	17.50%	17.50%
1.25% Growth		\$54.6M (29%)	14.00%	14.00%	14.00%	13.50%	13.50%
1% Growth	\$112.6M	\$24.0M (21%)	25%	25%	15%	10%	5%
0.5% Growth		\$24.7M (22%)	28%	28%	15%	10%	5%
1.25% Growth		\$24.2M (21%)	23%	23%	15%	10%	5%

Water Factors

Wastewater Factors

% CIP funded w-Debt



Cost Escalation Factors



Cost Escalation Factors

What do cost escalation factors influence in rate models?

- Operating expenses forecast
- Future capital improvement expenses

What impacts do we see?

- Total debt to fund full CIP
- Rate projections

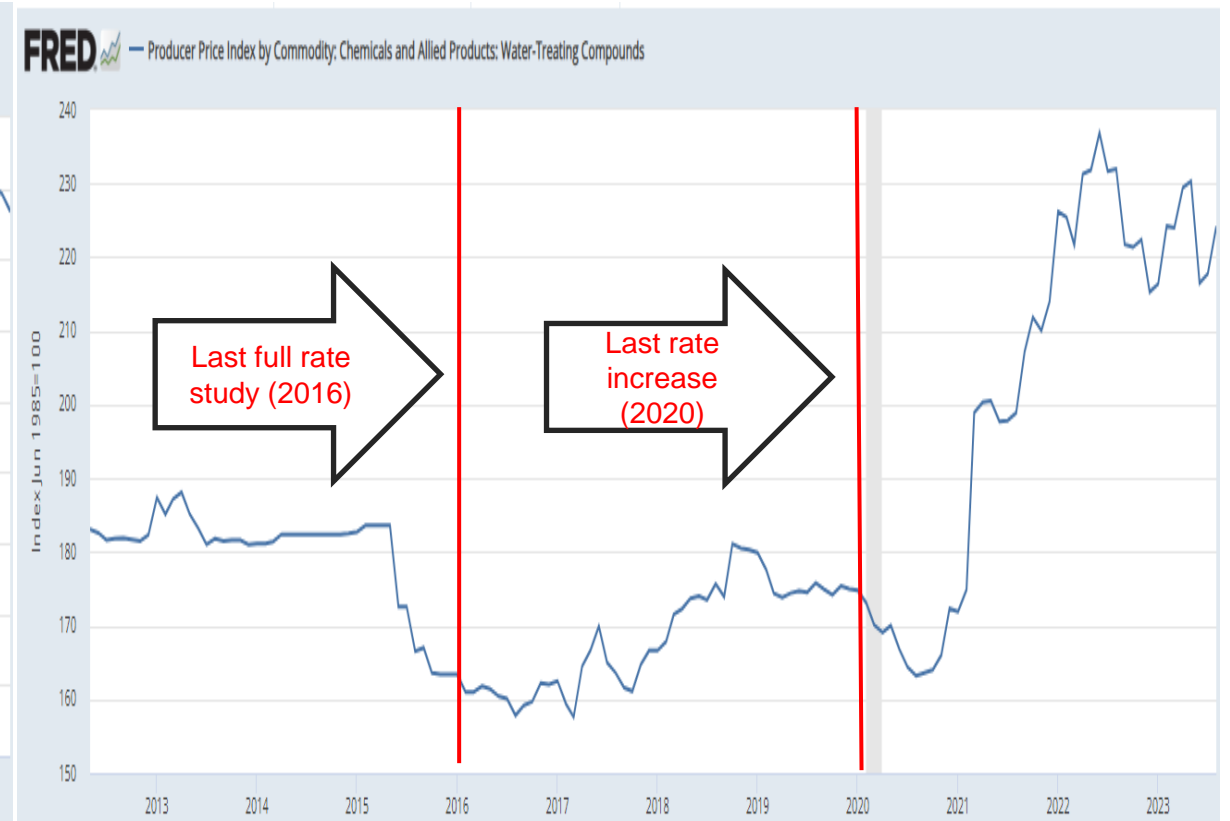
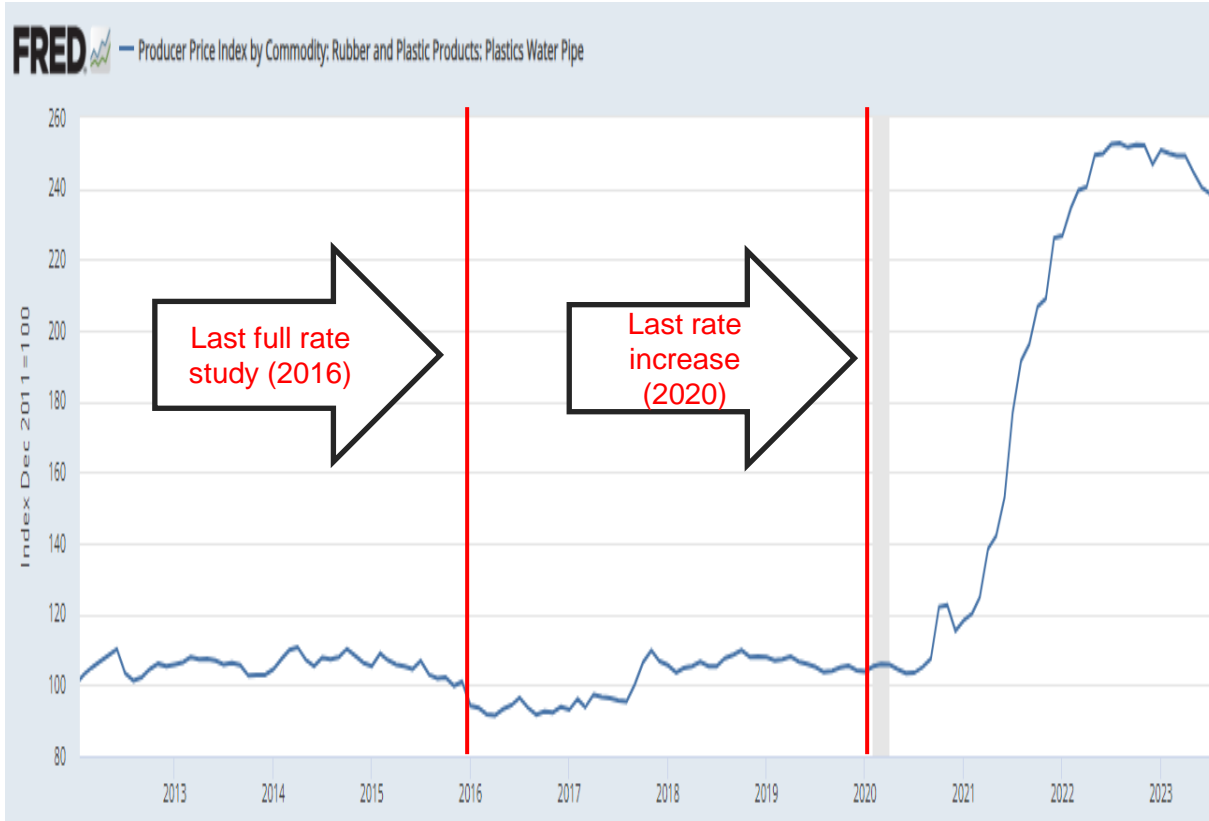
References for cost escalation factors

- Philadelphia Federal Reserve Bank Headline CPI forecast: 2023 – 2032 = 2.4%
- For capital improvements, Engineering News Record Construction Cost Index = 4%
- Recent changes in production cost increases
- Actual Water Services expenses forecast = 3.5%

Factor	Notes	Annual Inflation	Used in Model	WATER FUND		WASTEWATER FUND	
				FY24 Budget (\$M)	Percent of Budget	FY24 Budget (\$M)	Percent of Budget
Default Operating	7% average in actual O&M from FY19-23 Water Pipe Maintenance index: Up 132% from Jan 2020	7.0%	3.5%	\$11.29	77%	\$5.72	75%
Chemicals, Maintenance, Vehicle and Other	29% increase in costs over 5 years National Water Treatment Chemical Index: Up 31% from Jan 2020	5.8%	6.0%	\$3.43	23%	\$1.93	25%
CIP							
General Construction	Up 33% from January 2020 to June 2023	9.4%					
Industrial Construction	Up 40% from January 2020 to June 2023	11.4%	4%				
Engineering News Record Construction Cost Index	Average Change: Dec 2019 - Dec 2023	3.8%					



Operations/Material Cost Inflation: 2020-2024



National Commodity Index – Plastic Water Pipe

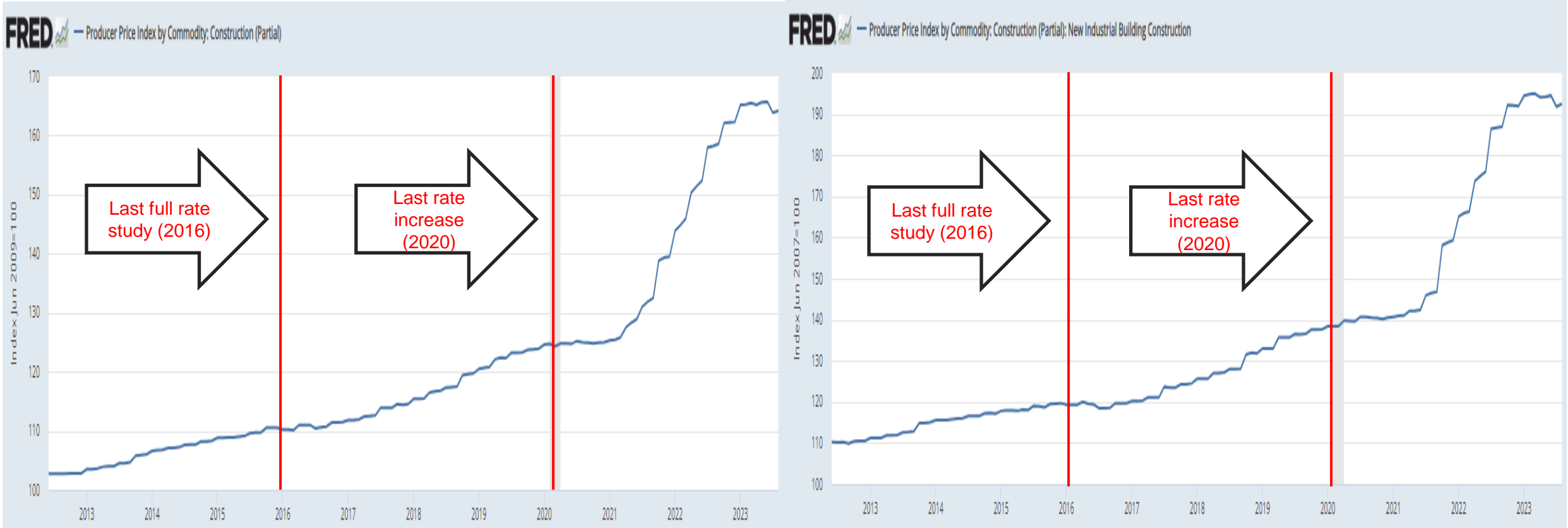
- Up 132% from Jan 2020 to June 2023

National Water Treatment Chemical Index

- Up 31% from Jan 2020 to June 2023



Construction Cost Inflation: 2020-2024



National Cost Index – Construction

- **General Construction - Up 33% from Jan 2020 to June 2023**
- **Industrial Construction - Up 40% from Jan 2020 to June 2023**
- **Last rate increase was in 2020**



Water Fund FAMS Control Panel – Reduced Escalation Factor (2.4%) and Rate Projections



CITY OF FLAGSTAFF WATER FUND



CALC SAVE CTRL LAST OVR

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2029	FY 2033
Water Rate Plan	0.00%	0.00%	15.00%	15.00%	15.00%	15.00%	15.00%	5.00%	5.00%	5.00%	5.00%	101.20%	144.59%
Last Plan	0.00%	0.00%	14.25%	14.25%	14.25%	14.25%	14.25%	5.00%	5.00%	5.00%	5.00%	94.71%	136.72%
All-In DSC	1.89	3.05	2.49	2.62	2.61	3.34	3.64	4.20	4.14	4.05	4.45	Total Debt Current Plan	\$54.95
Last Plan	1.89	3.05	2.50	2.64	2.62	3.32	3.59	4.13	4.08	4.01	4.41	Total Debt Last Plan	\$55.48
Total Funded O&M	\$14.747	\$13.250	\$16.380	\$16.026	\$16.712	\$17.475	\$18.189	\$18.934	\$19.711	\$20.524	\$21.372	Average CIP	\$20.36
Total Funded CIP	\$4.606	\$28.954	\$22.660	\$21.621	\$19.843	\$11.032	\$27.959	\$17.183	\$28.727	\$14.069	\$22.460		
Combined DS %	13.7%	21.7%	17.1%	20.9%	20.9%	19.8%	16.6%	15.4%	15.2%	15.0%	14.0%		

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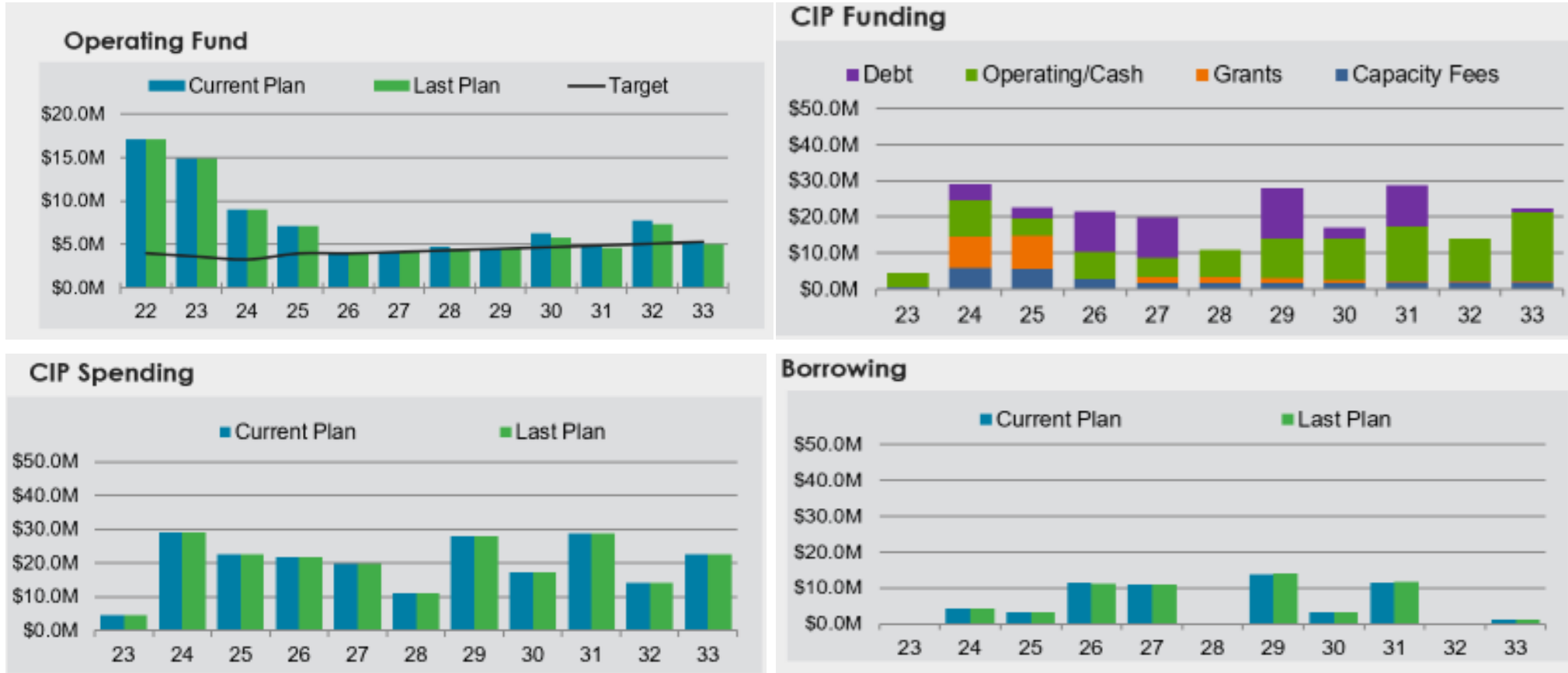
Rate Projections

Water Rate Plan (Current Plan) = Proposed Rates with Full CIP Funding

Last Plan = Results with 2.4% Escalation Factor (borrowing held constant, rates adjusted)



Water Fund FAMS Control Panel – Reduced Escalation Factor (2.4%) and Rate Projections



Water Rate Plan (Current Plan) = Proposed Rates with Full CIP Funding

Last Plan = Results with 2.4% Escalation Factor (borrowing held constant, rates adjusted)



Cost Escalation Impact on Rate Projections

*Held Constant: CIP & Debt			Annual Rate Increase				
	Total CIP (FY 25 – FY 33)	Total CIP Funding from Debt Proceeds (FY 25 – FY 33)	FY 25	FY 26	FY 27	FY 28	FY 29
Current (3.5%)	\$185.6M	\$54.9M (30%)	15%	15%	15%	15%	15%
2.4%	\$185.6M	\$55.5M (30%)	14.25%	14.25%	14.25%	14.25%	14.25%
4.5%	\$185.6M	\$54.8M (30%)	15.75%	15.75%	15.75%	15.50%	15.50%
Current (3.5%)	\$112.6M	\$24.0M (21%)	25%	25%	15%	10%	5%
2.4%	\$112.6M	\$24.3M (22%)	24%	24%	15%	10%	2.5%
4.5%	\$112.6M	\$24.0M (21%)	25.75%	25.75%	15.00%	10.00%	10.00%

Water Factors

Wastewater Factors



Debt Factors



Increased Percentage of Debt

What does the percentage of debt influence in rate models?

- Rate projections
- Capital projects funding

What impacts do we see?

- Lower typical bills
- Increased percentage of debt funding for capital projects



Projected Debt Financed Projects

Anticipated Debt Financed Water CIP Projects	
Project	FY 2025 – FY 2033 Project Cost
Aging Water Infrastructure Replacements	\$19,700,000
Lake Mary Sedimentation Basins (Flocculations)	\$7,800,000
Switzer Canyon Transmission Line Phase 5	\$7,000,000
Fort Tuthill Well	\$6,820,000
Inner Basin Line - Schultz to Reservoir Plant	\$8,200,000
LM Raw Water Pipeline Rehab	\$4,950,000
Zone B Storage	\$1,000,000
Red Gap Ranch ROW Acquisition Segments 1-3	\$2,000,000
JW Powell Waterline Oversizing	\$2,300,000
Pine Del Waterline Upsizing	\$2,500,000
Red Gap Ranch Geotechnical Investigation	\$125,000
Woody Mountain Wellfield Powerline Burial	\$2,000,000
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	\$700,000
LM Raw Water Pipeline Rehab	\$4,950,000
Annual Unfunded project	\$9,000,000

Anticipated Debt Financed Wastewater CIP Projects	
Project	FY 2025 – FY 2033 Project Cost
Rio Solids Treatment	\$2,000,000
Wildcat New Elect./Fiber Upgrade	\$3,246,000
Rio Main Motor Control Centers	\$3,600,000
Wildcat Solar Drying Facility	\$3,000,000
Wildcat Dewatering Facility	\$6,100,000
Country Club Interceptor to WCH	\$12,000,000
Wildcat UV Disinfection	\$5,000,000



Water Fund FAMS Control Panel – Increased Borrowing and Rate Projections



CITY OF FLAGSTAFF WATER FUND



CALC SAVE CTRL LAST OVR

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2029	FY 2033
Water Rate Plan	0.00%	0.00%	15.00%	15.00%	15.00%	15.00%	15.00%	5.00%	5.00%	5.00%	5.00%	101.20%	144.59%
Last Plan	0.00%	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	5.00%	5.00%	5.00%	5.00%	61.00%	95.73%
All-In DSC	1.89	3.05	2.49	2.62	2.61	3.34	3.64	4.20	4.14	4.05	4.45	Total Debt Current Plan	\$54.95
Last Plan	1.89	3.05	2.21	2.12	1.88	2.11	2.03	2.10	1.91	1.77	1.79	Total Debt Last Plan	\$103.62
Total Funded O&M	\$14.747	\$13.250	\$16.380	\$16.026	\$16.712	\$17.475	\$18.189	\$18.934	\$19.711	\$20.524	\$21.372	Average CIP	\$20.36
Total Funded CIP	\$4.606	\$28.954	\$22.660	\$21.621	\$19.843	\$11.032	\$27.959	\$17.183	\$28.727	\$14.069	\$22.460		
Combined DS %	13.7%	21.7%	17.1%	20.9%	20.9%	19.8%	16.6%	15.4%	15.2%	15.0%	14.0%		

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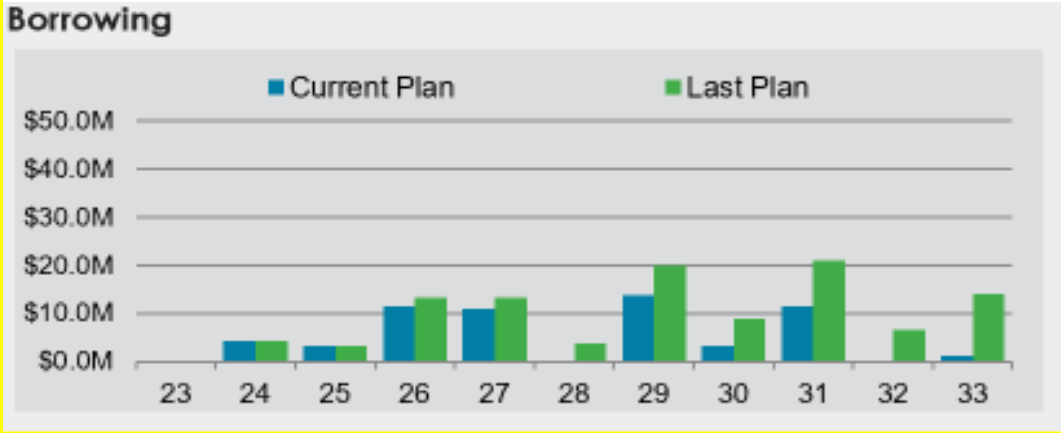
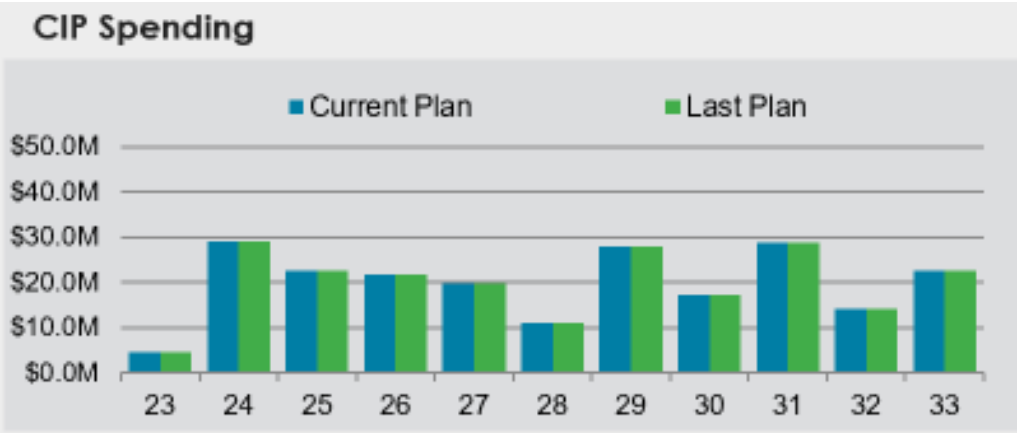
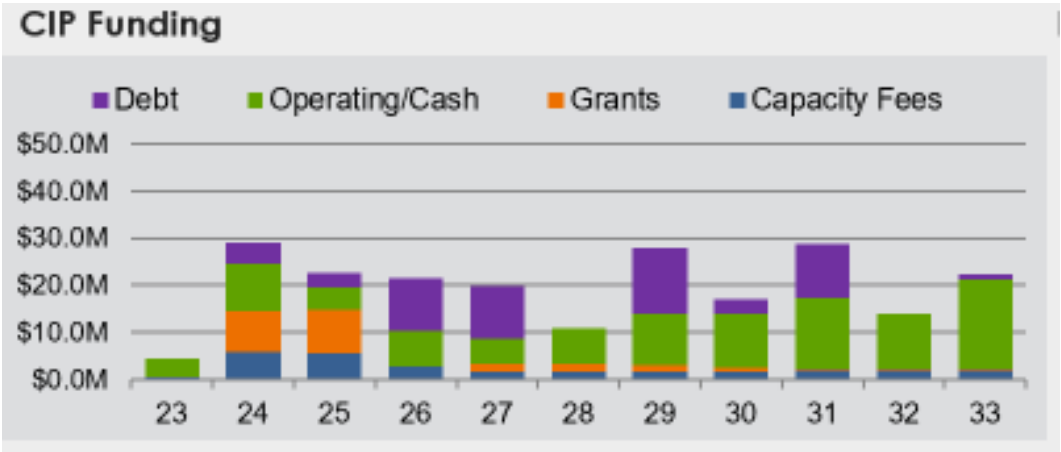
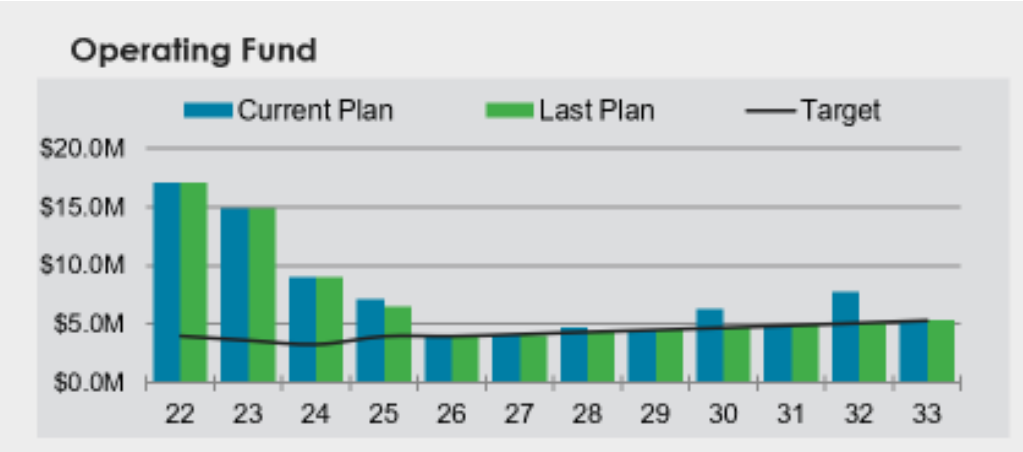
Estimated borrowing

Water Rate Plan (Current Plan) = Proposed Rates with Full CIP Funding

Last Plan = Results with 5% Rate Plan Reduction (borrowing adjusted)



Water Fund FAMS Control Panel – Increased Borrowing and Rate Projections



Water Rate Plan (Current Plan) = Proposed Rates with Full CIP Funding

Last Plan = Results with 5% Rate Plan Reduction (borrowing adjusted)



Increased Borrowing Impact on Rate Projections

*Held Constant: CIP			Annual Rate Increase				
	Total CIP (FY 25 – FY 33)	Total CIP Funding from Debt Proceeds (FY 25 – FY 33)	FY 25	FY 26	FY 27	FY 28	FY 29
Current	\$185.6M	\$54.9M (30%)	15%	15%	15%	15%	15%
Increased Borrowing	\$185.6M	\$103.6M (56%)	10%	10%	10%	10%	10%
Current	\$112.6M	\$24.0M (21%)	25%	25%	15%	10%	5%
Increased Borrowing	\$112.6M	\$34.0M (30%)	20%	20%	15%	10%	5%

Water Factors

Wastewater Factors

% CIP & Rate Projections



CIP Execution Factors



CIP Execution Reduction

What does the CIP execution percentage influence in rate models?









- Capital improvement plan spending
- Revenue requirements

What impacts do we see?

- Capital improvements cut
- Lower typical bills
- Less borrowing (primarily for wastewater fund)



Water Fund FAMS Control Panel – Capital and Rate Reduction

  												    	
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2029	FY 2033
Water Rate Plan	0.00%	0.00%	15.00%	15.00%	15.00%	15.00%	15.00%	5.00%	5.00%	5.00%	5.00%	101.20%	144.59%
Last Plan	0.00%	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	5.00%	5.00%	5.00%	5.00%	61.00%	95.73%
All-In DSC	1.89	3.05	2.49	2.62	2.61	3.34	3.64	4.20	4.14	4.05	4.45	Total Debt Current Plan	\$54.95
Last Plan	1.89	3.05	2.21	2.35	2.27	2.75	2.78	3.15	3.04	2.91	3.09		
Total Funded O&M	\$14.747	\$13.250	\$16.380	\$16.026	\$16.712	\$17.475	\$18.189	\$18.934	\$19.711	\$20.524	\$21.372	Average CIP	\$20.36
Total Funded CIP	\$4.606	\$28.954	\$22.660	\$21.621	\$19.843	\$11.032	\$27.959	\$17.183	\$28.727	\$14.069	\$22.460		
Combined DS %	13.7%	21.7%	17.1%	20.9%	20.9%	19.8%	16.6%	15.4%	15.2%	15.0%	14.0%		

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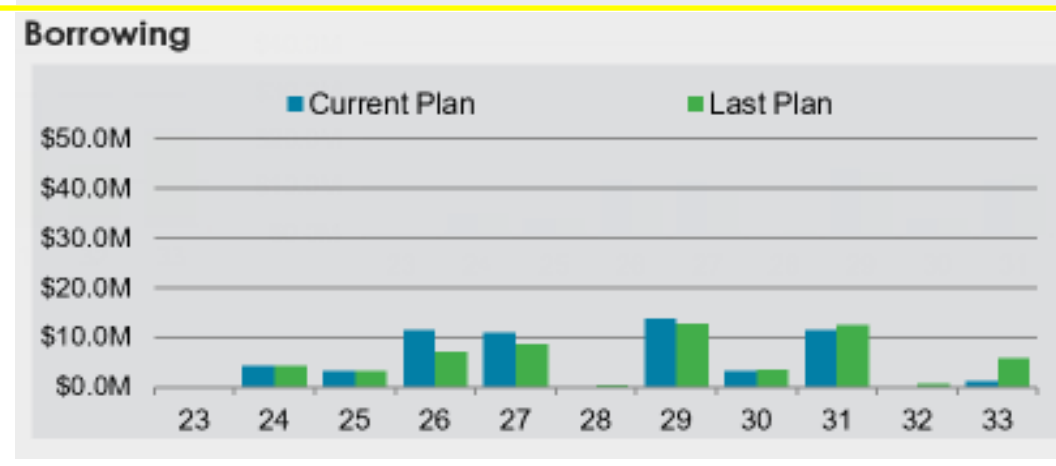
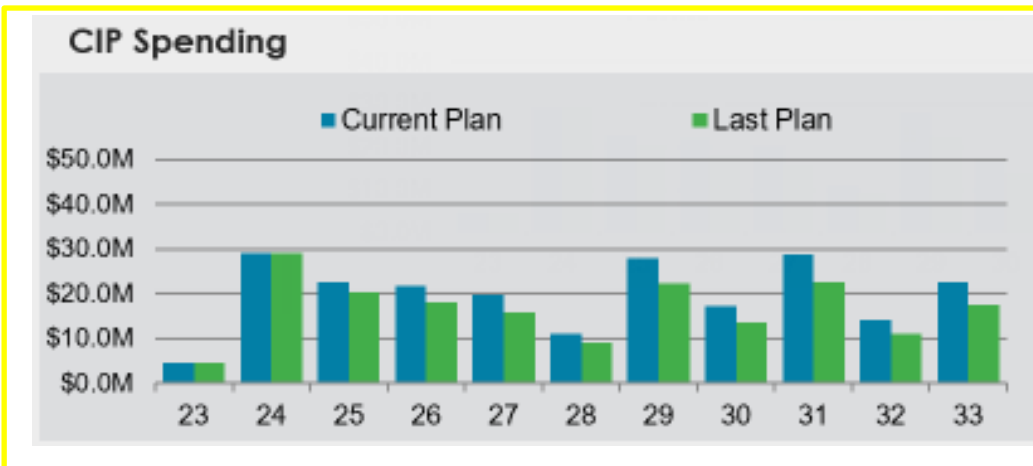
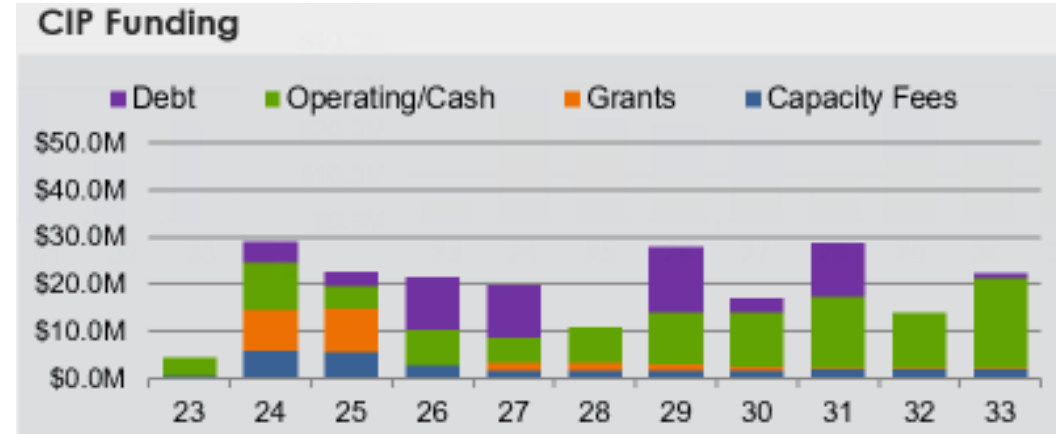
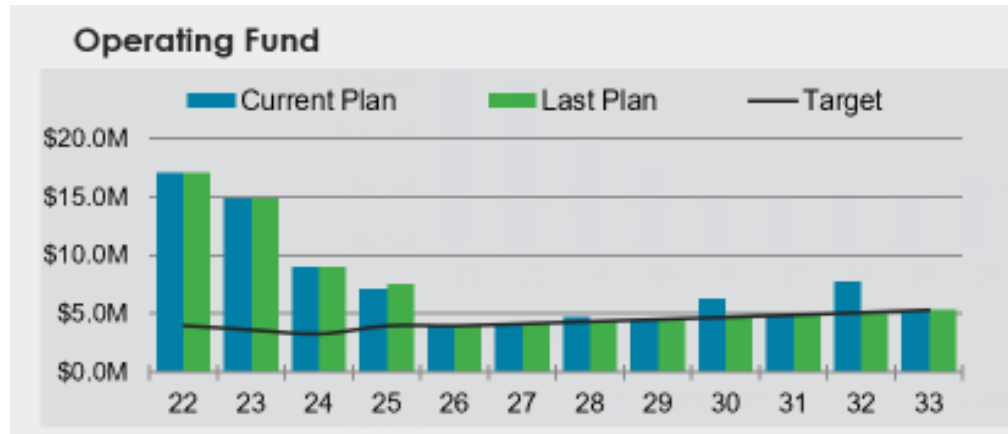
Rate Projections

Water Rate Plan (Current Plan) = Proposed Rates with Full CIP Funding

Last Plan = Results with 5% Rate Plan Reduction & 78% CIP Execution (borrowing held constant)



Water Fund FAMS Control Panel – Capital and Rate Reduction



Water Rate Plan (Current Plan) = Proposed Rates with Full CIP Funding

Last Plan = Results with 5% Rate Plan Reduction & 78% CIP Execution (borrowing held constant)



Reduced CIP Execution Impact on Rate Projections

*Held Constant: Current Debt			Annual Rate Increase				
	Total CIP Funding from Debt Proceeds (FY 25 – FY 33)	Total CIP Funding (FY 25 – FY 33)	FY 25	FY 26	FY 27	FY 28	FY 29
Current Rate Plan	\$54.9M	\$185.6M (30%)	15%	15%	15%	15%	15%
CIP Execution Percentage			100%	100%	100%	100%	100%
5% Rate Reduction	\$54.6M	\$150.2M (36%) <i>(Reduction of \$35.4M)</i>	10%	10%	10%	10%	10%
CIP Execution Percentage			78%	78%	78%	78%	78%
Current	\$24.0M	\$112.6M (21%)	25%	25%	15%	10%	5%
CIP Execution Percentage			100%	100%	100%	100%	100%
5% Rate Reduction	\$19.02M	\$91.2M (21%) <i>(Reduction of \$21.4M)</i>	20%	20%	10%	5%	5%
CIP Execution Percentage			81%	81%	81%	81%	81%

Water Factors

Wastewater Factors

CIP & Rate Projections



Projected Bill Impacts



Water Rate Structure – CIP Reduction Rate Projections

- CIP Reduction – average \$4M per year
- Rate Projection – 5% reduction
- Total Bill = Fixed Monthly Meter Charge + Volume Charge

WATER RATES - CIP Reduction (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		\$14.01	\$15.41	\$16.95	\$18.65	\$20.51
1		\$18.67	\$20.54	\$22.59	\$24.85	\$27.33
1.5		\$30.30	\$33.33	\$36.66	\$40.33	\$44.36
2		\$44.27	\$48.70	\$53.57	\$58.92	\$64.82
3		\$88.50	\$97.35	\$107.09	\$117.79	\$129.57
4		\$123.41	\$135.75	\$149.33	\$164.26	\$180.68
6		\$309.62	\$340.58	\$374.64	\$412.10	\$453.31
8		\$379.45	\$417.40	\$459.13	\$505.05	\$555.55
10		\$984.64	\$1,081.10	\$1,191.41	\$1,310.56	\$1,441.61

WATER RATES - CIP Reduction (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
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)	\$4.30	\$4.73	\$5.20	\$5.72	\$6.29
	Tier 2 (3,501 - 6,200 gallons)	\$4.62	\$5.08	\$5.59	\$6.15	\$6.76
	Tier 3 (6,201 - 11,500 gallons)	\$9.24	\$10.16	\$11.18	\$12.30	\$13.53
	Tier 4 (11,501+ gallons)	\$18.48	\$20.32	\$22.36	\$24.59	\$27.05
Multi-Family		\$4.70	\$5.18	\$5.69	\$6.26	\$6.89
Commercial/Schools		\$5.60	\$6.16	\$6.78	\$7.46	\$8.20
Institutional		\$5.60	\$6.16	\$6.78	\$7.46	\$8.20
Manufacturing		\$5.27	\$5.80	\$6.38	\$7.01	\$7.71
Landscaping/Lawn Meters		\$9.97	\$10.96	\$12.06	\$13.27	\$14.59
Hydrant Meter		\$7.42	\$8.16	\$8.98	\$9.88	\$10.86
Standpipe**		\$7.36	\$8.10	\$8.91	\$9.80	\$10.78

*Inside city rates. All rates exclude taxes and energy fee

DRAFT – FOR DISCUSSION PURPOSES



Water Projected Average Bill Impacts – CIP Reduction Scenario

*Total Bill = Water Fixed Charge + Water Volume Charge

Customer Class	Rep. Meter Size	Avg. Bill Volume (kgals)	Avg. FY 2024 Water Bill	Effective Date 9/1/2024			Effective Date 1/1/2026		Effective Date 1/1/2027		Effective Date 1/1/2028		Effective Date 1/1/2029	
				Total Bill*	\$ Change	% Change	Total Bill*	\$ Change	Total Bill*	\$ Change	Total Bill*	\$ Change	Total Bill*	\$ Change
Proposed Rates							(15% Rate Increase)		(15% Rate Increase)		(15% Rate Increase)		(15% Rate Increase)	
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
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
CIP and Rate Reduction							(10% Rate Increase)		(10% Rate Increase)		(10% Rate Increase)		(10% Rate Increase)	
Single Family	¾"	4	\$30.91	\$31.36	\$0.45	1.5%	\$34.49	\$3.14	\$37.94	\$3.45	\$41.73	\$3.79	\$45.91	\$4.17
Commercial/Schools	1"	40	\$207.20	\$242.67	\$35.47	17.1%	\$266.93	\$24.27	\$293.63	\$26.69	\$322.99	\$29.36	\$355.29	\$32.30

Customer Class Avg. Bills	Proposed Rates – FY2024 (Current) to FY029	CIP & Rate Reduction – FY2024 (Current) to FY029
Single Family Residential	81%	49%
Commercial/Schools	115%	71%



Wastewater Rate Structure – CIP Reduction Rate Projections

- CIP Reduction – average \$2.3M per year
- Rate Projection – 5% reduction
- Total Bill = Fixed Monthly Meter Charge + Volume Charge

SEWER RATES - CIP Reduction (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	\$10.03	\$12.04	\$13.24	\$13.90	\$14.60
1	\$16.75	\$20.10	\$22.11	\$23.22	\$24.38
1.5	\$33.40	\$40.08	\$44.09	\$46.29	\$48.61
2	\$53.46	\$64.15	\$70.57	\$74.10	\$77.80
3	\$117.05	\$140.46	\$154.51	\$162.23	\$170.34
4	\$167.20	\$200.64	\$220.70	\$231.74	\$243.33
6	\$334.30	\$401.16	\$441.28	\$463.34	\$486.51
8	\$554.30	\$641.88	\$706.07	\$741.37	\$778.44

SEWER RATES - CIP Reduction (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 Rate	Inside City Rate	Inside City Rate	Inside City Rate	Inside City Rate
Residential					
Residential	\$5.29	\$6.35	\$6.98	\$7.33	\$7.70
Non-Residential					
Non-Residential A	\$4.34	\$5.21	\$5.73	\$6.02	\$6.32
Non-Residential B	\$6.77	\$8.12	\$8.94	\$9.38	\$9.85
Non-Residential C	\$28.21	\$33.85	\$37.24	\$39.10	\$41.05

*Residential usage based on WQA (usage billed in winter months of December, January, February, March)

**Inside city rate. All rates exclude taxes

DRAFT – FOR DISCUSSION PURPOSES



Wastewater Projected Average Bill Impacts – CIP Reduction Scenario

*Total Bill = Wastewater Fixed Charge + Wastewater Volume Charge

Customer Class	Rep. Meter Size	Avg. Bill Volume (kgals)	Avg. FY 2024 Wastewater Bill	Effective Date 9/1/2024			Effective Date 1/1/2026		Effective Date 1/1/2027		Effective Date 1/1/2028		Effective Date 1/1/2029	
				Total Bill*	\$ Change	% Change	Total Bill*	\$ Change	Total Bill*	\$ Change	Total Bill*	\$ Change	Total Bill*	\$ Change
Proposed Rates							(25% Rate Increase)		(15% Rate Increase)		(10% Rate Increase)		(5% Rate Increase)	
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
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
CIP and Rate Reduction							(20% Rate Increase)		(10% Rate Increase)		(5% Rate Increase)		(5% Rate Increase)	
Residential	¾"	4.88	\$26.13	\$35.86	\$9.71	37.2%	\$43.01	\$7.17	\$47.32	\$4.30	\$49.68	\$2.37	\$52.17	\$2.48
Commercial	1"	17.60	\$99.96	\$93.13	(\$6.83)	(6.8%)	\$111.76	\$18.63	\$122.94	\$11.18	\$129.08	\$6.15	\$135.54	\$6.45

Customer Class Avg. Bills	Proposed Rates – FY2024 (Current) to FY029	CIP & Rate Reduction – FY2024 (Current) to FY029
Single Family Residential	144%	100%
Commercial	71%	36%



Discussion

City Council thoughts on scenarios and direction forward



Next Steps

- May 17 – Water Commission comments on draft report are due
- June 4 – Final rate package review and 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

Water Capital Improvement Program (CIP)

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total Cost
Approved CIP											
1 Beulah/University Waterline Relocation	\$ 404,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 404,103
2 Rio Flood Control Project - Waterline	1,725,000	-	550,000	-	-	-	-	-	-	-	\$ 2,275,000
3 Aging Water Infrastructure Replacements	266,000	200,000	200,000	200,000	900,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	\$ 6,766,000
4 Water Vault/PRV Replacement Program	475,512	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	\$ 2,275,512
5 Radio Read Meter Replacements*	800,000	1,300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	\$ 4,500,000
6 Reserve	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	\$ 3,000,000
7# Water System Master Plan	134,561	-	-	-	-	150,000	-	-	-	-	\$ 284,561
8# Water Rate Study	187,000	-	-	-	-	75,000	-	-	-	-	\$ 262,000
9 SCADA Well Upgrades	60,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	\$ 330,000
10# New Well and Pumphouse*	148,619	-	2,400,000	-	2,800,000	-	3,200,000	-	3,200,000	-	\$ 11,748,619
11 Coconino Estates - Bundle #4	938,807	-	-	-	-	-	-	-	-	-	\$ 938,807
12 Lake Mary Sedimentation Basins (Flocculations)*	4,392,905	3,430,000	-	-	-	-	-	-	-	-	\$ 7,822,905
13# Soliere Waterline 12" Upsizing	3,377,150	-	-	-	-	-	-	-	-	-	\$ 3,377,150
14# Lake Mary Land Acquisition*	-	3,000,000	-	-	-	-	-	-	-	-	\$ 3,000,000
15# McAllister-Well Design/Construction	148,912	-	-	-	-	-	-	-	-	-	\$ 148,912
16# Switzer Canyon Transmission Line Phase 4*	5,593,506	1,210,000	10,000	10,000	-	-	-	-	-	-	\$ 6,823,506
17 Switzer Canyon Transmission Line Phase 5*	-	500,000	2,500,000	4,000,000	-	-	-	-	-	-	\$ 7,000,000
18# Fort Tuthill Waterline Loop - Phase 2	-	-	-	-	-	2,000,000	-	-	-	-	\$ 2,000,000
19 Water Resources Master Plan	145,000	-	-	-	-	-	-	-	-	-	\$ 145,000
20 First Ave TREN Waterline Replacement	249,750	-	-	-	-	-	-	-	-	-	\$ 249,750
21# Fort Tuthill Well*	772,083	3,320,000	-	-	-	-	-	-	-	-	\$ 4,092,083
22 Inner Basin Waterline	8,178,788	8,178,788	-	-	-	-	-	-	-	-	\$ 16,357,576
23 Inner Basin Line - Schultz to Reservoir Plant	-	-	-	200,000	-	-	-	-	-	-	\$ 200,000
24 Inner Basin Spring Box and Collection Rehab	-	-	-	-	200,000	-	-	-	-	-	\$ 200,000
25 LM Raw Water Pipeline Rehab**	50,000	500,000	450,000	5,000,000	-	2,000,000	-	5,000,000	-	3,000,000	\$ 16,000,000
26 Zone B Storage	50,000	-	-	500,000	500,000	-	-	-	-	-	\$ 1,050,000
27 Lake Mary Dam Repairs	150,000	-	-	-	-	-	-	-	-	-	\$ 150,000
28 Red Gap Ranch Hydrogeologic Study	-	300,000	-	-	-	-	-	-	-	-	\$ 300,000
29# Red Gap Ranch ROW Survey and Mapping	-	150,000	-	-	-	-	-	-	-	-	\$ 150,000
30# Red Gap Ranch Water Quality Study	-	-	400,000	-	-	-	-	-	-	-	\$ 400,000
31 Railroad Springs #3 Storage Tank	-	-	-	-	-	300,000	1,200,000	-	-	-	\$ 1,500,000
32 Red Gap Ranch NEPA Environ Impact Study	-	-	-	-	-	-	250,000	-	-	-	\$ 250,000
33 Red Gap Ranch NEPA Environ Impact Study*	-	-	-	-	-	500,000	250,000	-	-	-	\$ 750,000
34# Red Gap Ranch Well Completion (10 Wells)	-	-	-	-	-	-	-	-	-	450,000	\$ 450,000
35# JW Powell Waterline Oversizing	-	1,150,000	1,150,000	-	-	-	-	-	-	-	\$ 2,300,000
36# Pine Del Waterline Upsizing	-	-	-	-	-	500,000	1,000,000	1,000,000	-	-	\$ 2,500,000
37# Red Gap Ranch Geotechnical Investigation	-	-	-	-	-	125,000	-	-	-	-	\$ 125,000
38 Red Gap Ranch Geotechnical Investigation*	-	-	-	-	-	375,000	-	-	-	-	\$ 375,000
39# Red Gap Ranch Well Field Piping Design	-	-	-	-	-	-	-	-	750,000	-	\$ 750,000
40 Woody Mountain Wellfield Powerline Burial*	-	-	-	-	1,500,000	500,000	-	-	-	-	\$ 2,000,000
41 Fort Valley Shopping Center	-	-	100,000	500,000	-	-	-	-	-	-	\$ 600,000
42 Turquoise WL Replacement	-	-	-	-	-	-	100,000	1,000,000	-	-	\$ 1,100,000
43 Total CIP Budget (in current dollars)	\$ 28,647,696	\$ 23,868,788	\$ 8,690,000	\$ 11,340,000	\$ 6,830,000	\$ 8,355,000	\$ 7,830,000	\$ 8,830,000	\$ 5,780,000	\$ 5,280,000	\$ 115,451,484
44 Cumulative Projected Cost Escalation ¹	0.0%	4.0%	8.2%	12.5%	17.0%	21.7%	26.5%	31.6%	36.9%	42.3%	
45 Resulting CIP Funding Level	\$ 28,647,696	\$ 24,823,540	\$ 9,399,104	\$ 12,755,958	\$ 7,990,134	\$ 10,165,135	\$ 9,907,448	\$ 11,619,678	\$ 7,910,329	\$ 7,515,086	\$ 130,734,107
#Fully or partially funded by growth *Projects designated for partial debt funding ** Full or partially grant funded project. See table three for list of grant funded projects and grant funding amounts											

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total Cost
Informed CIP Additional Costs											
46 Aging Water Infrastructure Replacements	-	-	1,800,000	2,300,000	1,600,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	\$ 13,200,000
47 New Well and Pumphouse	-	-	-	3,000,000	-	3,500,000	-	4,000,000	-	4,000,000	\$ 14,500,000
48 Fort Tuthill Well	-	-	3,500,000	-	-	-	-	-	-	-	\$ 3,500,000
49 Inner Basin Line - Schultz to Reservoir Plant	-	-	-	-	-	3,000,000	-	3,000,000	-	2,000,000	\$ 8,000,000
50 Inner Basin Spring Box and Collection Rehab	-	-	-	-	-	-	2,000,000	2,000,000	-	-	\$ 4,000,000
51 Red Gap Ranch ROW Acquisition Segments 1-3	-	-	-	-	-	1,000,000	1,000,000	-	-	-	\$ 2,000,000
52 Woody Mountain Wellfield Powerline Burial	-	-	-	-	-	1,500,000	-	-	-	-	\$ 1,500,000
53 ADOT Cast Iron	-	-	-	-	-	-	-	1,500,000	2,000,000	2,000,000	\$ 5,500,000
54 Annual Unfunded Projects**	-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	\$ 9,000,000
55 Subtotal - Additional Informed CIP Project Costs	\$ -	\$ 1,000,000	\$ 6,300,000	\$ 6,300,000	\$ 2,600,000	\$ 11,500,000	\$ 5,500,000	\$ 13,000,000	\$ 4,500,000	\$ 10,500,000	\$ 61,200,000
56 Total CIP Budget (in current dollars)	\$ 28,647,696	\$ 24,868,788	\$ 14,990,000	\$ 17,640,000	\$ 9,430,000	\$ 19,855,000	\$ 13,330,000	\$ 21,830,000	\$ 10,280,000	\$ 15,780,000	\$ 176,651,484
57 Cumulative Projected Cost Escalation ¹	0.0%	4.0%	8.2%	12.5%	17.0%	21.7%	26.5%	31.6%	36.9%	42.3%	
58 Resulting CIP Funding Level	\$ 28,647,696	\$ 25,863,540	\$ 16,213,184	\$ 19,842,601	\$ 11,031,766	\$ 24,156,643	\$ 16,866,703	\$ 28,726,791	\$ 14,068,890	\$ 22,459,860	\$ 207,877,674
**See Table 2 for list of unfunded projects											

Water Capital Improvement Program Details

Table 1 - Major Projects

	Total Cost
1 Red Gap Ranch Pipeline 100% Design	\$ 12,000,000
2 Red Gap Ranch Pipeline Construction	\$ 260,000,000
Total Major CIP Projects	\$ 272,000,000

****Table 2 - Unfunded Projects**

	Total Cost
1 North Reservoir Treatment Plant	\$ 1,200,000
2 Main Tank Rehabilitation	\$ 1,200,000
3 Christmas Tree Tank Rehabilitation	\$ 500,000
4 Paradise Tank Rehabilitation	\$ 500,000
5 Bonito Load Out Station	\$ 750,000
6 Kinlani Tank Rehabilitation	\$ 100,000
7 Inner Basin Diesel Engine Replacements (IB#9, IB#11, IB#14)	\$ 150,000
8 Flow Meter Replacements	\$ 500,000
9 Inner Basin Pipeline Assessment/Design	\$ 500,000
10 Inner Basin Pipeline Rehabilitation	\$ 2,500,000
11 Lake Mary Water Treatment Plant Chlorine Dioxide Generator Replacement	\$ 200,000
12 Tuthill Booster Station Rehabilitation	\$ 300,000
Total Unfunded CIP Projects	\$ 8,400,000

+Table 3 - Grant Funded Projects

	Total Cost
1 Radio Read Meter Replacements	\$ 1,500,000
2 Lake Mary Sedimentation Basins (Flocculations)	\$ 4,125,000
3 Inner Basin Waterline	\$ 16,107,576
4 LM Raw Water Pipeline Rehab	\$ 1,500,000
5 Red Gap Ranch NEPA Environ Impact Study	\$ 750,000
6 Red Gap Ranch Geotechnical Investigation	\$ 375,000
7 Woody Mountain Wellfield Powerline Burial	\$ 1,500,000
Total Grant Funding	\$ 25,857,576

Pink Highlight = Five-Year Study Updates
 Yellow Highlight = 2015 Sewer Master Plan
 Green Highlight = Project Triggered by Development or Other Initiative

Wastewater Capital Improvement Program (CIP)

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total Cost
Approved CIP											
1 Beulah/University Sewer Ext	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
2# Master Plan - Collections	-	-	-	400,000	-	-	-	-	-	-	\$ 400,000
3 Energy Efficiency Program	206,637	-	-	-	-	-	-	-	-	-	\$ 206,637
4 Rio Two Bar Screens	515,917	-	-	-	-	-	-	-	-	-	\$ 515,917
5 Aging Infrastructure Replacements	-	-	1,000,000	-	1,000,000	1,350,000	1,500,000	2,000,000	1,875,000	1,790,000	\$ 10,515,000
6 Reserve for Improvements	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	\$ 3,000,000
7 Rio de Flag Sewer Relocations	3,300,000	-	945,000	-	-	-	-	-	-	-	\$ 4,245,000
8 Coconino Estates - Bundle #4	875,276	-	-	-	-	-	-	-	-	-	\$ 875,276
9# Wildcat Dewatering Facility	-	1,400,000	1,700,000	3,000,000	-	-	-	-	-	-	\$ 6,100,000
10# Sewer Rate Study	25,000	-	-	50,000	-	-	-	50,000	-	-	\$ 125,000
11 First Ave Rte 66 Sewer Replacement	500,990	-	-	-	-	-	-	-	-	-	\$ 500,990
12 Country Club Interceptor to WCH	300,000	-	-	-	-	-	-	-	-	-	\$ 300,000
13 Rio Solids Treatment*	22,618,500	2,000,000	-	-	-	-	-	-	-	-	\$ 24,618,500
14 Sewer Collection AIR Assessments	50,000	-	-	-	-	-	-	-	-	-	\$ 50,000
15 Wildcat New Elect./Fiber Upgrade*	-	2,000,000	1,246,000	-	-	-	-	-	-	-	\$ 3,246,000
16 Wildcat Roof Replacement	1,000,000	2,000,000	-	-	-	-	-	-	-	-	\$ 3,000,000
17 Wildcat UV Disinfection	500,000	2,500,000	2,500,000	-	-	-	-	-	-	-	\$ 5,500,000
18 Rio Main Motor Control Centers	-	-	300,000	1,500,000	1,800,000	-	-	-	-	-	\$ 3,600,000
19 BNSF Sewer Relocations	474,037	-	-	-	-	-	-	-	-	-	\$ 474,037
20 Facility Master Plan Update	750,000	-	-	-	-	400,000	-	-	-	-	\$ 1,150,000
21 Headworks Rehab	-	-	1,500,000	1,500,000	-	-	-	-	-	-	\$ 3,000,000
22# East Industrial Sewer Improvements	-	-	-	-	520,000	-	-	-	-	-	\$ 520,000
23# Sunnyside Trunk Upsizing	-	-	-	-	260,000	-	-	-	-	-	\$ 260,000
24# Ponderosa Pkwy - McMillan Mesa	-	-	-	-	400,000	-	-	-	-	-	\$ 400,000
25# East Railhead Upsizing	-	-	-	-	-	500,000	-	-	-	-	\$ 500,000
26# University Heights Oversizing	-	-	-	-	-	-	500,000	-	-	-	\$ 500,000
27# Wildcat Solar Drying Facility	-	-	-	1,500,000	1,500,000	-	-	-	-	-	\$ 3,000,000
28 Rio Roof Replacement	-	-	-	-	-	2,500,000	-	-	-	-	\$ 2,500,000
29 Total CIP Budget (in current dollars)	\$ 31,716,357	\$ 10,200,000	\$ 9,491,000	\$ 8,250,000	\$ 5,780,000	\$ 5,050,000	\$ 2,300,000	\$ 2,350,000	\$ 2,175,000	\$ 2,090,000	\$ 79,402,357
30 Cumulative Projected Cost Escalation ¹	0.0%	4.0%	8.2%	12.5%	17.0%	21.7%	26.5%	31.6%	36.9%	42.3%	
31 Resulting CIP Funding Level	\$ 31,716,357	\$ 10,608,000	\$ 10,265,466	\$ 9,280,128	\$ 6,761,782	\$ 6,144,097	\$ 2,910,234	\$ 3,092,440	\$ 2,976,638	\$ 2,974,722	\$ 86,729,863
<i>#Fully or partially funded by growth</i>											
<i>*Projects designated for partial debt funding</i>											
Informed CIP Additional Costs											
32 Aging Infrastructure Replacements	-	-	-	-	1,000,000	650,000	500,000	-	125,000	210,000	\$ 2,485,000
33 Country Club Interceptor to WCH	-	3,000,000	3,000,000	3,000,000	-	-	-	-	-	-	\$ 9,000,000
36 Annual Unfunded Projects**	-	2,281,333	2,281,333	2,281,333	2,281,333	2,281,333	2,281,333	2,281,333	2,281,333	2,281,333	\$ 20,532,000
37 Subtotal - Additional Informed CIP Project Costs	\$ -	\$ 5,281,333	\$ 5,281,333	\$ 5,281,333	\$ 3,281,333	\$ 2,931,333	\$ 2,781,333	\$ 2,281,333	\$ 2,406,333	\$ 2,491,333	\$ 32,017,000
38 Total CIP Budget (in current dollars)	\$ 31,716,357	\$ 15,481,333	\$ 14,772,333	\$ 13,531,333	\$ 9,061,333	\$ 7,981,333	\$ 5,081,333	\$ 4,631,333	\$ 4,581,333	\$ 4,581,333	\$ 111,419,357
39 Cumulative Projected Cost Escalation ¹	0.0%	4.0%	8.2%	12.5%	17.0%	21.7%	26.5%	31.6%	36.9%	42.3%	
40 Resulting CIP Funding Level	\$ 31,716,357	\$ 16,100,587	\$ 15,977,756	\$ 15,220,910	\$ 10,600,478	\$ 9,710,512	\$ 6,429,508	\$ 6,094,519	\$ 6,269,871	\$ 6,520,666	\$ 124,641,163
<i>**see Table 2 for list of unfunded projects</i>											

Wastewater Capital Improvement Program Details

Table 1 - Major Projects

	Total Cost
1 Wildcat Expansion Design	\$ 25,000,000
2 WWTP Expansion - Design and Construction	\$ 220,000,000
Total Major CIP Projects	\$ 245,000,000

****Table 2 - Unfunded Projects**

	Total Cost
1 Anoxic Mixer	\$ 550,000
2 Influent Grit Removal	\$ 750,000
3 Improve Baffling and Weirs at Secondary Clarifiers	\$ 480,000
4 Add Post Anoxic Zone	\$ 2,152,000
5 Add Initial Anaerobic Zone	\$ 2,400,000
6 Replace All Three Anoxic Mixers on IFAS	\$ 500,000
7 Septage/Grease Station	\$ 5,400,000
8 Flagstaff Interceptor (Butler to Continental Country Club)	\$ 5,600,000
9 Wildcat Hill to Country Club	\$ 2,700,000
Total Unfunded CIP Projects	\$ 20,532,000

Reclaimed Water Capital Improvement Program (CIP)

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total Cost
Approved CIP											
1 8" Bottleneck - Replacement*	1,521,983	1,500,000	900,000	-	-	-	-	-	-	-	\$ 3,921,983
2 Rio Reclaim Water PRV Relocation 16**	-	-	-	200,000	-	-	-	-	-	-	\$ 200,000
3 Rate Study- Reclaimed Portion	25,000	-	-	25,000	-	-	-	25,000	-	-	\$ 75,000
4 Reclaim Water Meters and Vaults*	-	200,000	-	-	-	-	-	-	-	-	\$ 200,000
5 Rio Reclaimed Pump Valve Actuators	40,000	40,000	40,000	-	-	-	-	-	-	-	\$ 120,000
6 BNSF Reclaimed Relocations	474,212	-	-	-	-	-	-	-	-	-	\$ 474,212
7 Total CIP Budget (in current dollars)	\$ 2,061,195	\$ 1,740,000	\$ 940,000	\$ 225,000	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 4,991,195
8 Cumulative Projected Cost Escalation ¹	0.0%	4.0%	8.2%	12.5%	17.0%	21.7%	26.5%	31.6%	36.9%	42.3%	
9 Resulting CIP Funding Level	\$ 2,061,195	\$ 1,809,600	\$ 1,016,704	\$ 253,094	\$ -	\$ -	\$ -	\$ 32,898	\$ -	\$ -	\$ 5,173,492
<i>*Projects designated for partial debt funding</i>											

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Total Cost
Informed CIP Additional Costs											
10 Reclaim Recharge Outfall Project*	175,000	750,000	750,000	750,000	750,000	-	-	-	-	-	\$ 3,175,000
11 AWT Sampling and Testing	-	120,000	60,000	-	-	-	-	-	-	-	\$ 180,000
12 Reclaim System PRV/ARV Assessment	-	100,000	-	-	-	-	-	-	-	-	\$ 100,000
13 Buffalo Park Tank #1 Painting	-	-	-	-	400,000	-	-	-	-	-	\$ 400,000
14 Buffalo Park Chlorine Bldg Upgrade	-	-	1,500,000	1,500,000	-	-	-	-	-	-	\$ 3,000,000
15 Reclaim Loop - Fox Glenn to Country Club	-	-	-	-	-	-	-	-	2,500,000	2,500,000	\$ 5,000,000
16 Bushmaster Park Booster Communications & Flow Mete	-	300,000	300,000	-	-	-	-	-	-	-	\$ 600,000
17 WCH Reclaim Booster Building Equipment Upgrade	-	-	-	2,000,000	2,000,000	-	-	-	-	-	\$ 4,000,000
18 AWT Pilot Project	-	-	500,000	2,500,000	-	-	-	-	-	-	\$ 3,000,000
19 Reclaim Model Projects	-	-	-	-	-	500,000	500,000	500,000	500,000	500,000	\$ 2,500,000
20 Rio Storage Tank	-	-	-	-	-	500,000	-	-	-	-	\$ 500,000
21 WCH Storage tank	-	-	-	-	-	-	500,000	-	-	-	\$ 500,000
22 Annual Unfunded Projects**	-	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	3,250,000	\$ 29,250,000
23 Subtotal - Additional Informed CIP Project Costs	\$ 175,000	\$ 4,520,000	\$ 6,360,000	\$ 10,000,000	\$ 6,400,000	\$ 4,250,000	\$ 4,250,000	\$ 3,750,000	\$ 6,250,000	\$ 6,250,000	\$ 52,205,000
24 Total CIP Budget (in current dollars)	\$ 2,236,195	\$ 6,260,000	\$ 7,300,000	\$ 10,225,000	\$ 6,400,000	\$ 4,250,000	\$ 4,250,000	\$ 3,775,000	\$ 6,250,000	\$ 6,250,000	\$ 57,196,195
25 Cumulative Projected Cost Escalation ¹	0.0%	4.0%	8.2%	12.5%	17.0%	21.7%	26.5%	31.6%	36.9%	42.3%	
26 Resulting CIP Funding Level	\$ 2,236,195	\$ 6,510,400	\$ 7,895,680	\$ 11,501,734	\$ 7,487,095	\$ 5,170,775	\$ 5,377,606	\$ 4,967,642	\$ 8,553,557	\$ 8,895,699	\$ 68,596,383
<i>* Full or partially grant funded project. See table one for list of grant funded projects and grant funding amounts</i>											
<i>**See Table 2 for list of unfunded projects</i>											

Reclaimed Capital Improvement Program Details

+Table 1 - Grant Funded Projects

	Total Cost
1 Reclaim Recharge Outfall Project	\$ 3,175,000
Total Grant Funding	
	\$ 3,175,000

****Table 2 - Unfunded Projects**

	Total Cost
1 Recharge and Recovery Project	\$ 500,000
2 Water System Expansion - Westside	\$ 4,500,000
3 Water Line Loop - Foxglenn Park to Continental/WCH	\$ 12,800,000
4 Buffalo Park Chlorine Building Upgrade	\$ 2,100,000
5 Rio IP PRV Station Relocate	\$ 750,000
6 8" Bottleneck- Additional Funds	\$ 1,500,000
7 WCH Reclaim Pump Station Upgrade	\$ 4,500,000
8 Rio Reclaim Booster Pump Station - Upgrades	\$ 600,000
9 Master Radio Tower- Rio de Flag	\$ 200,000
10 Cemex and County Yard Flow Monitoring Stations	\$ 450,000
11 Bushmaster Booster Station, Pump and Automatic Valve	\$ 500,000
12 Rio Reclaim Distribution System upgrades	\$ 350,000
13 Reclaim Meter and Vault Upgrades (Program)	\$ 500,000
Total Unfunded CIP Projects	
	\$ 29,250,000