

CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
OCTOBER 15, 2024

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

All City Council Meetings are live streamed on the city's YouTube page
(<https://www.youtube.com/@FlagstaffCityGovernment>)

*****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. October Work Anniversaries

Recognition of employees celebrating work anniversaries in October

6. COUNCIL LIAISON REPORTS

7. LIQUOR LICENSE PUBLIC HEARINGS

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

STAFF RECOMMENDED ACTION:

1. Open the Public Hearing
2. Staff Presentation
3. Council Questions
4. Public Comment
5. Close Public Hearing
6. Council Deliberation and Action

The City Council has the option to:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

A. Consideration and Action on Liquor License Application: Andrea Dahlman Lewkowitz, "Home 2 Suites/Tru Flagstaff" 3451 Lake Mary Rd, Series 07 (Beer and Wine Bar), New Application

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

B. Consideration and Action on Liquor License Application: Jeffrey Miller, "Baddies Food Joint", 409 S San Francisco St, Series 12 (Restaurant), New License

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

8. **CONSENT AGENDA**

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

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

- A. **Consideration and Approval of Contract:** Airport Custodial Services Contract with Pinnacle Janitorial, Inc., not to exceed the budgeted amount of \$156,000 annually for the Term of the Contract.

STAFF RECOMMENDED ACTION:

1. Approve the Airport Custodial Services Contract with Pinnacle Janitorial, Inc., not to exceed the budgeted amount of \$156,000 annually for the Term of the Contract; and
2. Authorize the City Manager to execute the necessary documents.

- B. **Consideration and Approval of Contract:** Ratification of First Amendment to City-Wide Custodial Services Contract with Pinnacle Building Services to assume additional City facilities.

STAFF RECOMMENDED ACTION:

1. Ratify the First Amendment to the City-Wide Custodial Services Contract with Pinnacle Building Services, previously executed to ensure continuity of custodial services for additional City facilities.
2. Authorize the City Manager to execute any further necessary documents.

- C. **Consideration and Ratification:** Letter of Opposition to ACC Docket 24-0025: Proposed Modifications to the Electric Energy Efficiency Standards Rules -- Article 24

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of opposition.

- D. **Consideration and Approval of Contract:** First Amendment to the Cooperative Purchase Contract with AT&T Corp. in the amount of \$179,721.45 to add three additional 9-1-1 telephone systems to the emergency communications center.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Cooperative Purchase Contract with AT&T Corp. in the amount of \$179,721.45 to add three additional 9-1-1 telephone systems to the emergency communications center; and
2. Authorize the City Manager to execute the necessary documents.

- E. **Consideration and Approval of Meeting Cancellation:** City Council Regular Meeting of November 26, 2024

STAFF RECOMMENDED ACTION:

Cancel the Regular Council Meeting of November 26, 2024.

9. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Resolution No. 2024-37 and Ordinance No. 2024-22:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-24-00008 -- Concept Plan Review, Accessory Structures, Accessory Uses, Home Occupations, and Basement, Basement Garages, Building Stem Walls, Crawl Spaces and Podium Parking" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-37
2. Read Ordinance No. 2024-22 by title only for the final time
3. City Clerk reads Ordinance No. 2024-22 by title only (if approved above)
4. Adopt Ordinance No. 2024-22

- B. **Consideration and Adoption of Resolution No. 2024-38 and Ordinance No. 2024-23:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-24-00010 - Zoning Map Amendment Process" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-38
2. Read Ordinance No. 2024-23 by title only for the final time
3. City Clerk reads Ordinance No. 2024-23 by title only (if approved above)
4. Adopt Ordinance No. 2024-23

- C. **Consideration and Adoption of Resolution No. 2024-39 and Ordinance No. 2024-24:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-24-00134 - Accessory Dwelling Units" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-39
2. Read Ordinance No. 2024-24 by title only for the final time
3. City Clerk reads Ordinance No. 2024-24 by title only (if approved above)
4. Adopt Ordinance No. 2024-24

10. **REGULAR AGENDA**

- A. **Consideration and Adoption of Resolution No. 2024-40:** A resolution authorizing an Intergovernmental Agreement (IGA) between the City of Flagstaff and the State of Arizona, acting by and through the Arizona Department of Transportation (ADOT) for the Ponderosa Parkway Rail Crossing Safety Improvements.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-40 by title only
2. City Clerk reads Resolution No. 2024-40 by title only (if approved above)
3. Adopt Resolution No. 2024-40

- B. Consideration and Adoption of Resolution No. 2024-41:** A resolution authorizing an Intergovernmental Agreement (IGA) between the City of Flagstaff and the State of Arizona, acting by and through the Arizona Department of Transportation (ADOT) for the Fanning Drive Rail Crossing Safety Improvements.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-41 by title only
2. City Clerk reads Resolution No. 2024-41 by title only (if approved above)
3. Adopt Resolution No. 2024-41

- C. Consideration and Adoption of Resolution No. 2024-43 and Ordinance No. 2024-26:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk entitled "*Animal Keeping Code Amendments*" and an ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 6, Police Regulations, Chapter 6-03, Animal Keeping.

STAFF RECOMMENDED ACTION:

At the October 15, 2024 Meeting:

1. Read Resolution No. 2024-43 by title only
2. City Clerk Reads Resolution No. 2024-43 by title only (if approved above)
3. Read Ordinance No. 2024-26 by title only for the first time
4. City Clerk reads Ordinance No. 2024-26 by title only (if approved above)

At the November 5, 2024 Meeting:

5. Adopt Resolution No. 2024-43 by title only
6. Read Ordinance No. 2024-26 by title only for the final time
7. City Clerk reads Ordinance No. 2024-26 by title only (if approved above)
8. Adopt Ordinance No. 2024-26

- D. Consideration and Approval of Municipal Services Accounts, Miscellaneous Account Receivable, Transaction Privilege Tax, Insufficient Funds and Library Write-offs:** Delinquency and Uncollectible Accounts for Fiscal Year 2023-24.

STAFF RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectible Municipal Services accounts, Miscellaneous Account Receivables, Transaction Privilege Tax accounts and Insufficient Funds in the combined amount of \$25,548.26.

- E. Consideration and Adoption of Resolution No. 2024-42 and Ordinance No. 2024-25:** A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "Noise Control Amendments" and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 6, Police Regulations, Chapter 6-08, Noise Control, by adopting by reference that certain document entitled "Noise Control Amendments"; providing for repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the October 15, 2024 Council Meeting:

- 1) Read Resolution No. 2024-42 by title only
- 2) City Clerk reads Resolution No. 2024-42 by title only (if approved above)
- 3) Read Ordinance No. 2024-25 by title only for the first time
- 4) City Clerk reads Ordinance No. 2024-25 by title only (if approved above)

At the November 5, 2024 Council Meeting:

- 5) Adopt Resolution No. 2024-42
- 6) Read Ordinance No. 2024-25 by title only for the final time
- 7) City Clerk reads Ordinance No. 2024-25 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-25

11. DISCUSSION ITEMS

A. ADUs (Accessory Dwelling Units) Model Plans Pilot Program

STAFF RECOMMENDED ACTION:

Informational only

12. OPEN CALL TO THE PUBLIC

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

14. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2024.

Stacy Saltzburg, MMC, City Clerk

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

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

5. A.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:
October Work Anniversaries

DESIRED OUTCOME:
Recognition of employees celebrating work anniversaries in October

Executive Summary:

Information:

Attachments: [Presentation](#)



Happy to
WORKKIVERSARY

First Year Anniversaries

- Kira Pope, Lifeguard
- Tamzyn Pendleton, Recreation Leader II
- Remington Wallace, Lifeguard
- Emeleen Adler, Recreation Leader II
- Myah Looper, Rink Guard
- Arturo Othon, Airport Operations ARFF Specialist

First Year Anniversaries

- Charlissa Hoyungowa, Water Services Operator IV
- Seith Bigman, Water Services SCADA IS Specialist
- Matthew Ruff, Police Aide
- Will Viktora, Water Services Operator I
- Garrett Monday, Rink Guard
- Jessica Donohoe, Housing Planner

First Year Anniversaries

- Dustin Stiffler, Associate Planner
- Andrew Nieuwenhuis, Lifeguard
- Sheama Tura, Recreation Leader II
- William Black, Rink Guard
- Jude Ramirez, Lifeguard
- Bradley Lawry, Building Inspector

Five Year Anniversary



Kobi Begaye
Recreation Official I



Five Year Anniversary



James Holston
Water Services Operator II



Five Year Anniversary



Celeste Coupe
Customer Service Supervisor

Five Year Anniversary



Brian Smithart
Police Officer



Ten Year Anniversary



Juan Avitia Herrera
Parks Technician

Ten Year Anniversary



Drew Emanuel
Police Officer

Ten Year Anniversary



Alexander Chirovsky
Police Officer

Twenty Year Anniversary



Juan Parra Corral
Public Works Supervisor

Sergeant Ryan Beckman started with the Department on October 24, 1999 under Chief J.T. McCann.

He was the top cadet in his academy class earning the Most Outstanding Cadet award and the Physical Fitness award. Over his career he continued to be recognized through receipt of a Lifesaving Award, Meritorious Service Award, VFW Officer of the Year, and the City Manager's Excellence Award.

He has received numerous commendations for his leadership in COMPSTAT initiatives, supervision of the Metro Narcotics Unit, and on the Cathryn Gorospe homicide investigation.

In addition, Ryan was an FBI task force officer for over a decade and former President of the Arizona Narcotic Officers Association.



Ryan is current a Sergeant with the Detective Division and has additional duties with the Northern Arizona Regional SWAT Team as Team Leader. He also spends time teaching at the High Country Training Academy and the local Citizen's Police Academy.

Thank you Sergeant Beckman for your 25 years of dedication!

Congratulations

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Action on Liquor License Application: Andrea Dahlman Lewkowitz, "Home 2 Suites/Tru Flagstaff" 3451 Lake Mary Rd, Series 07 (Beer and Wine Bar), New Application

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A Series 07 license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Home 2 Suites/Tru Flagstaff is a new business in Flagstaff and they are requesting a new application. If approved, it will be one of 26 active series 07 licenses in Flagstaff. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications. The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports. No protests have been received to date.

Financial Impact:

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

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Connection to PBB Priorities and Objectives:

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 07 Description](#)
 [PD Memo](#)
 [Code Memo](#)
 [Map](#)



CITY OF FLAGSTAFF

Office of the City Clerk

10/10/2024

Andrea Dahlman Lewkowitz
2600 N. Central Avenue
Phoenix, AZ 85004
andrea@lewklaw.com

Dear Ms. Lewkowitz,

Your application for a Series 07 Bar Liquor License for Home 2 Suites/Tru Flagstaff located at 3451 S. Lake Mary Rd, Flagstaff, AZ was posted on September 24, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **October 15, 2024, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on October 14, 2024, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
City Clerk's Office

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
3. The presiding officer will request that the Applicant come forward to address the Council regarding the application. The applicant can give a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 07 Beer and Wine Bar License

Transferable (From person to person and/or location to location within the same county only)

On & off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

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

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

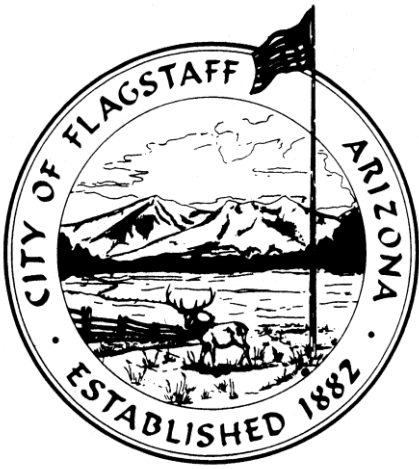
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

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

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

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

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



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Police Chief
Sean P. Connolly

MEMORANDUM

Memo #24-085

TO: Chief Connolly

FROM: Sgt. N. Almendarez #703

DATE: October 9th, 2024

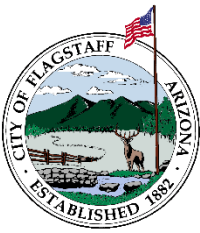
**RE: New Application – Series 7 (Beer and Wine) Liquor License Application–
Home2 Suites**

On October 9th, 2024, I initiated an investigation into a new application for a Series 07 (Beer and Wine) liquor license filed by Andrea Dahlman Lewkowitz (Agent), David Alan Lenz (Controlling Person) and Jeffrey Scott Lenz (Controlling Person). This is for a new application, and the application number is 305868. It is for Home2 Suites, located at 3451 South Lake Mary Road, Flagstaff, AZ.

I conducted a query through local systems and public access on Jeffrey, Donald and Eric. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and located no violations.

I was unable to find evidence of the applicant completing the mandatory liquor training. However, it should be noted this is new construction, and a premise manager has not been hired. This business is not located within 300 feet of a school.

A representative for the business was invited to be present for the council meeting on October 15th, 2024.

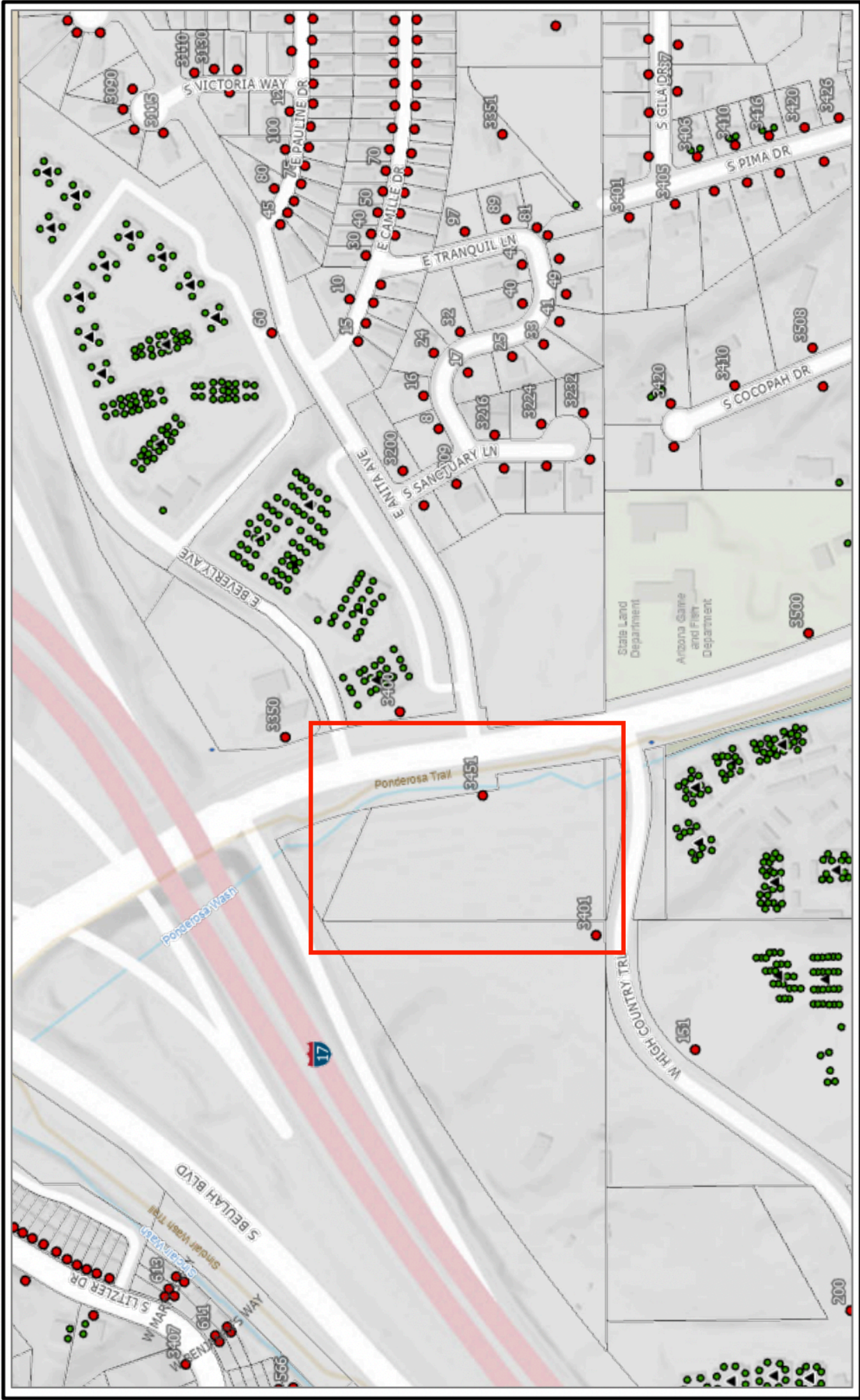


Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Michelle McNulty, Planning Director
Date: October 1, 2024
Re: Application for Liquor License #305867
3451 S Lake Mary Rd., Flagstaff, Arizona 86005
Assessor's Parcel Number 103-27-003K
Andrea Dahlman Lewkowitz on behalf of Home 2 Suites

This application is a request for a new Series 7 Beer & Wine liquor license by Andrea Dahlman Lewkowitz on behalf of Home 2 Suites. This business is located within the Highway Commercial district. This district does allow for this use.

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



3451 S. Lake Mary Rd



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.

10/3/2024 4:48 AM

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Action on Liquor License Application: Jeffrey Miller, "Baddies Food Joint", 409 S San Francisco St, Series 12 (Restaurant), New License

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Baddies Food Joint is an existing business in Flagstaff. If approved, it will be one of 91 series 12 licenses in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

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

The application was properly posted on September 24, 2024 and the Police and Community Development divisions have reviewed the application and provided their respective reports. There has been one protest received and it is attached for review in the packet. Attachments associated with the complaint are on file with the City Clerk and can be provided to the public upon request.

It should be noted that a separate application for a Series 06 (bar) license has been received and will be presented to the City Council for recommendation on November 19, 2024.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to Recommended Action:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Connection to PBB Priorities and Objectives:

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Connection to Regional Plan:

Not applicable

Connection to Carbon Neutrality Plan:

Not applicable

Connection to 10-Year Housing Plan:

Not applicable

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [PD Memo](#)
 [CD Memo](#)
 [Baddies Citizen Objection](#)
 [Map](#)



CITY OF FLAGSTAFF

Office of the City Clerk

10/10/2024

Jeffrey Miller
PO Box 2502
Chandler, AZ 85244
liquorlicense@azlic.com

Dear Mr. Miller,

Your application for a Series 12 (Restaurant) Liquor License for Baddies Food Joint located at 409 S. San Francisco St., Flagstaff, AZ was posted on September 24, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **October 15, 2024, which is scheduled to begin at 3:00 p.m.**

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

The twenty-day posting period for your liquor license application is set to expire on October 14, 2024, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
City Clerk's Office

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
3. The presiding officer will request that the Applicant come forward to address the Council regarding the application. The applicant can give a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

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

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

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

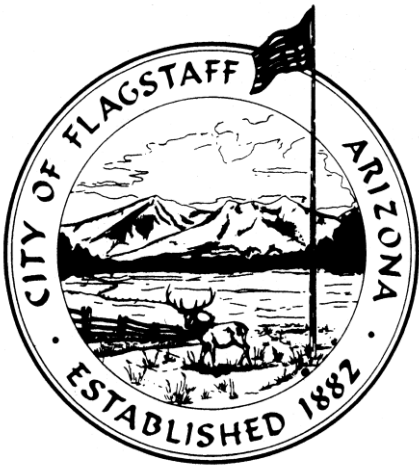
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

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

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

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

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



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Police Chief
Sean P. Connolly

MEMORANDUM

Memo #24-084

TO: Chief Connolly

FROM: Sgt. N. Almendarez #703

DATE: October 4th, 2024

RE: New Application – Series 6 (Bar) Liquor License Application– Baddies Food Joint

On October 9th, 2024, I initiated an investigation into a new application for a Series 06 (Bar) liquor license filed by Jeffrey Craig Miller (Agent), Donald Lee Hulen II (Controlling Person) and Eric Dwight Sorenson-Livingston (Controlling Person). This is for a new application, and the application number is 305868. It is for Baddies Food Joint, located at 409 South San Francisco Street, Flagstaff, AZ.

I conducted a query through local systems and public access on Jeffrey, Donald and Eric. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and located violations.

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

A representative for the business was invited to be present for the council meeting on October 15th, 2024.



Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Michelle McNulty, Planning Director
Date: October 1, 2024
Re: Application for Liquor License #305868
409 S San Francisco St., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-15-025
Jeffrey Craig Miller on behalf of Baddies Food Joint

This application is a request for a new Series 6 Bar liquor license by Jeffrey Craig Miller on behalf of Baddies Food Joint. This business is located within the Community Commercial district. This district does allow for this use.

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

Liquor Council Members,

I am submitting to you this objection to Liquor License Transfer to Donald Hulen, Job 305864, License 006030026148 (or any other pending application)

Enclosed/attached is a 6 month snapshot of Flagstaff PD Police Reports, involving Mr. Hulen's current operation, B66 Brunch Brew BBQ, License # 012030022843. This new application is to replace and rebrand his current operation with a Series 6, replacing his series 12. It can clearly be seen that his current operation causes quite the chaos, along with numerous underage citations. I send these because it has become somewhat apparent in speaking with DLLC employees and Flagstaff PD officers that the cross communications is not happening (DLLC seems unaware of all the arrests/citations/interventions, and The City unaware of DLLC violations)

We have requested the most recent 3 month snapshot of police reports from Flagstaff PD, and they are forthcoming, however they have not yet been made available at the time of this protest. They will hopefully be ready before the hearing.

As stated above, Mr Hulen's operation has been cited twice by the Department of Liquor:
Case 000379-23
Case 000378-23

Lastly, there have been "Wage" impropriety allegations against Mr. Hulen and his organizations. *He has in the past been sued for such items S-0300-CV-202100127*
Recently employees have been making allegations. One employee approached me about such allegations. I advised them to report their concerns to The City Of Flagstaff's Office of Labor Standards and The Industrial Commission of Arizona. I cannot attest to whether this has happened, or not.
I did advise this one employee that there is no doubt this paycheck is in violation of A.R.S. 23-372 and A.A.C. R20-5-1202; There is not "sick time" accumulation/usage/availability which is required.

This all said, I do not believe Mr Hulen to Capable, Qualified, and Reliable, and therefore requesting that City Council deny his application, and force this to a hearing at the state Liquor Board.

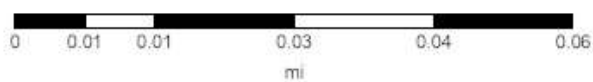
In regards to the Location. This will be the first time this location will have the capability of having a series 6 since the law has changed, and disregards proximity to churches.

Sincerely,

Craig Bouchard
928 234 2994



409 S San Francisco



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 resulting to use of the information.

10/2/2024 5:10 PM

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Miciela Sahner, Administrative Specialist
Co-Submitter: Brian Gall
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Approval of Contract: Airport Custodial Services Contract with Pinnacle Janitorial, Inc., not to exceed the budgeted amount of \$156,000 annually for the Term of the Contract.

STAFF RECOMMENDED ACTION:

1. Approve the Airport Custodial Services Contract with Pinnacle Janitorial, Inc., not to exceed the budgeted amount of \$156,000 annually for the Term of the Contract; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Flagstaff Pulliam Airport is currently contracted with a custodial service provider that was contracted under a 2018 Request for Proposals (RFP) for City-wide custodial services, with the current and final extensions set to expire in the near future. The City solicited a new Request for Proposal (2024-102) for custodial services specific to the Flagstaff Pulliam Airport, which is in need of such services. As part of this Airport Custodial Services Contract, the custodial services will be provided at the Airport terminal building and restrooms in City-owned aircraft storage hangars. Through this solicitation process and the evaluation of the contractors that submitted proposals, staff is recommending the selection of Pinnacle Janitorial, Inc. to provide custodial services. The term of the Contract is for five (5) consecutive years, with two (2) additional, one (1)-year optional renewals thereafter. The cost of the Contract for the initial five (5) year term is an amount not to exceed \$780,000, as budget is available.

Financial Impact:

Project Name: Airport Custodial Services Contract
Cost: Per the fee schedule attached to the contract, yearly cost for services total \$111,520
Account Number Budgeted: 221-07-221-0883-0-4233
FY25 Budgeted Amount: \$156,000
Grant Funded: No
Funding Source: Airport Fund

Policy Impact:

To provide a clean and presentable City facility for use by both the public and City employees.

Previous Council Decision or Community Discussion:

On November 6, 2018, Council approved prior custodial services contracts for two service providers for all City facilities, including the Flagstaff Pulliam Airport.

Options and Alternatives to Recommended Action:

1. Approve Airport Custodial Services Contract; or

2. Do not approve and:

- Instruct staff to provide internal custodial services; or
- Re-solicit the Request for Proposals for Airport custodial services.

Background and History:

The current custodial service contract was set to expire in May 2024 and was extended via an amendment to the contract in order to allow time to complete the procurement and negotiate the new contracts. The Airport Custodial Services Contract attached to this staff summary provides a detailed breakdown of the service to be provided to the airport, including the frequencies, service levels, timings and functions for each service.

The City received a total of four proposals for airport custodial services. An evaluation committee consisting of representatives of various City divisions and one outside representative reviewed and scored the proposals. The evaluation scoring resulted in Pinnacle Janitorial, Inc. being the highest-scoring proposer.

The Procurement staff ran a formal solicitation through a request for statement of qualifications on PlanetBids from 6/15/2024 to 7/17/2024. Published on 6/29/2024 to 7/6/2024 in the Arizona Daily Sun. The solicitation pulled four responsive proposals. A team of six evaluators scored the proposals to determine which firm was most qualified to work with the City. The following is the final scoring. Pinnacle Janitorial, Inc. was determined to be the most advantageous contractor to work with Flagstaff Pulliam Airport in this project.

Pinnacle - 1292
Just Right Cleaning - 1124
CBN Cleaning - 1114
OneStop - 715

Some history regarding the selected Contractor is provided below: Pinnacle Janitorial, Inc. was founded in 1994, in Flagstaff, Arizona. In their proposal, Pinnacle Janitorial, Inc. described utilizing two tools to help provide proactive service and maintain customer focus; reporting, tracking and training materials, and inventory management.

Connection to PBB Priorities and Objectives:

None.

Connection to Regional Plan:

- Goal T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.
- Policy T.10.1. Maintain and expand Flagstaff Pulliam Airport as an important link to the national air transportation system.

Connection to Carbon Neutrality Plan:

None.

Connection to 10-Year Housing Plan:

None.

Attachments: [Airport Custodial Contract and Exhibits](#)

CONTRACT FOR AIRPORT CUSTODIAL SERVICES

Contract No. 2025-102

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Pinnacle Janitorial, Inc., an Arizona corporation ("Contractor").

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

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

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

AIRPORT CUSTODIAL SERVICES

and as more specifically described in the Scope of Work and Airport Minimum Cleaning Frequency Schedule, attached hereto as Exhibit A.1 and Exhibit A.2, respectively. If there are conflicts between the Scope of Work and the Airport Minimum Cleaning Frequency Schedule, the requirements of the Scope of Work prevail.

2. Compensation:

- 2.1 General: Contractor shall be paid the budgeted amount not to exceed \$156,000 annually per the attached Fee Schedule, Exhibit A.3, for satisfactory performance of the Scope of Work and Airport Minimum Cleaning Frequency Schedule, attached hereto as Exhibit A.1 and Exhibit A.2, respectively.

- 2.2 Pricing: All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in the Contract and include all costs of Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in the Contract. The City shall not be invoiced at prices higher than those stated in the Contract.

- 2.2.1 Contractor further agrees that any reductions in the price of the materials or services covered by the Contract will apply to the undelivered balance. Contractor shall promptly notify the City of such price reductions.

- 2.2.2 No price modifications will be accepted without proper written request by Contractor and response by the City's Purchasing Division.

- 2.3 Price Adjustment:

- 2.3.1 Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve any price adjustment if the annual contract prices exceeds \$100,000; otherwise, the City Manager or his/her designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City through a formal Contract Amendment reflecting the adjustment.

- 2.3.2 Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract. The City is only willing to entertain price adjustments based on an increase in the Contractor's actual expenses or other reasonable adjustments in

providing the services/materials under the Contract. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

2.3.3 Thirty (30) days prior to the scheduled mandated increase in the City of Flagstaff hourly minimum wage, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) or the City of Flagstaff's mandated increase to the minimum wage, whichever is higher. The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

2.4 **Renewal and Extension Pricing:** Any extension of the Contract will be at the same pricing as the initial Term. If the Contract is renewed, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual written agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

3. **Terms and Conditions (Airport Custodial):** The Terms and Conditions (Airport Custodial), attached hereto as Exhibit B, are incorporated by reference and shall apply to performance of this Contract, except to the extent modified by Exhibits A.1, A.2 or A.3.

4. **Insurance:** Contractor shall meet insurance requirements of the City, attached hereto as Exhibit C. Prior to receiving a Notice to Proceed, Contractor shall provide a Certificate of Insurance (COI) and corresponding endorsements naming "The City of Flagstaff, Arizona" as an additional insured.

5. **Representatives:**

5.1 The City Representative is Brian Gall or their designee. All communications to the City shall be through the City Representative.

5.2 Contractor Representative is Fady Ebeid or their designee. All communications to the City shall be through the Contractor Representative.

6. **Contract Term:** The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (Airport Custodial), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both parties. Performance shall commence within thirty (30) days from the City's issuance of the Notice to Proceed.

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

8. **Unilateral Extension to Perform Procurement:** The City reserves the right to unilaterally extend the period of the contract for up to two (2), ninety (90) day periods beyond the stated expiration date by mutual written consent of both Parties in order to complete a formal procurement process.

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:

Brian Gall
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Brian.gall@flagstaffaz.gov

To Contractor:

Fady Ebeid
Pinnacle Building Services
2202 N. 1st St.
Flagstaff, AZ, 86004
fady@pinnacleflag.com

With a copy to:

Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

10. 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.

PINNACLE JANITORIAL 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.1
SCOPE OF WORK**

I. SAFETY AND HEALTH

Contractor shall exercise and maintain all applicable Federal, State, County and Municipal regulatory requirements as it pertains to Safety and Health. Where there is a conflict between applicable regulations, the most stringent will apply. This includes removal and disposal of any hazardous materials. In the event of a potential safety/security risk while services are being provided, custodial staff shall call the Flagstaff Pulliam Airport Administrative Office at (928) 213-2930 ext. 0, Airport Operations at (928) 213-2936, or the Flagstaff Police Department Emergency line, accordingly.

II. SERVICE LOCATIONS

Contractor shall provide custodial services at the locations identified below. Measures and dimensions listed herein are approximate. The successful Contractor is responsible for taking its own measurements prior to submitting its Operations Plan.

A. Flagstaff Pulliam Airport Terminal – 17,705 ft²

1. Access
 - 1.1 Terminal Building Operational Hours Access: Utilize the four (4) main entrances to the terminal building.
 - 1.2 Outside of Terminal Building Operational Hours Access: Utilize the secured door on the west side of the building. Employees are required to have a Flagstaff Pulliam Airport Sterile Area Security Badge.
 - 1.3 Operational Hours are defined as two (2) hours before the initial departure of the day and one (1) hour after the final arrival of the day.
 - 1.4 For post-security areas, custodial employees will need a Flagstaff Pulliam Airport Sterile Area Security Badge or be escorted by an existing employee with an Airport Sterile Area Security Badge “escort endorsement”.
2. Pre-Security Areas
 - 2.1 TSA Office
 - 2.2 Open Passenger Space
 - 2.3 Baggage Claim
 - 2.4 Four (4) bathrooms
 - 2.5 Administrative Office Space/Conference Rooms/Break Area (Upstairs)
 - 2.6 Airport dining area
 - 2.7 Visitors Center/Gift-shop
 - 2.8 Exterior walks

- 2.9 Exterior windows
- 3. Post-Security Areas
 - 3.1 TSA Security Checkpoint
 - 3.2 Departure lounge/hold area
 - 3.3 Two (2) bathrooms

B. Flagstaff Pulliam Airport Hangar – approx. 100 ft²

- 1. Access
 - 1.1 During airfield operational hours. Accessible through the blue-gate adjacent to the Flagstaff Pulliam Airport Terminal.
 - 1.2 Custodial employees will need a Flagstaff Pulliam Airport Sterile Area Security Badge or be escorted by an existing employee with an Airport Sterile Area Security Badge “escort endorsement”.
- 2. Two Bathrooms within the Airport Hangar

C. Airport Parking Lots

Maintain all trashcans in the parking lot, including, the trashcans located at the Economy Lot. Locations are identified in the Airport Maps, attached as Attachment 1.

III. STANDARDS OF PERFORMANCE

A. Operations Plan

Contractor must submit to the Airport a comprehensive Operations Plan that meets the minimum requirements of the Scope of Work. Once the Operations Plan is agreed upon by the Airport, any changes must be approved by the Airport Representative in writing. The Operations Plan must include the following:

- 1. Staffing Plan:
 - 1.1 Identify frontline supervisors, work order dispatcher, and custodial Employee schedules for each shift at each location, utilizing the minimum weekly staff hours.
 - 1.2 Include a description of how the Contractor will phase in or out cleaning services over the duration of the contract.
- 2. Employee Training Plan:
 - 2.1 Initial employee training program.
 - 2.2 Proper and safe use of equipment.
 - 2.3 Customer assistance and interaction.

- 2.4 Recordkeeping and training related to OSHA safety standards, Blood borne Pathogens and other required safety programs.
- 2.5 Ongoing and recurrent training.
3. Cleaning Plan:
 - 3.1 Meet the cleaning standards and minimum cleaning frequencies set forth in the Scope of Work and accompanying documents.
 - 3.2 The Cleaning Plan, by location, must not disrupt the functions and normal day-to-day procedures of the facilities and in no way interfere with the normal routine of the airport tenants, Airport employees, or the public.
 - 3.3 An updated Cleaning Plan schedule, by location, must be provided to the Airport Representative quarterly.
4. Response Time Plan:
 - 4.1 Respond to emergency calls, bio-fluid, and spill cleanup. Within one (1) hour, at a minimum.
 - 4.2 Correct unsatisfactory cleaning performance. Within four (4) hours, at a minimum.
5. Equipment List: Provide a list of each piece of equipment that must be available to provide the services requested under the Scope of Work.
6. Supply List:
 - 6.1 Provide a list of Contractor-provided cleaning supplies.
 - 6.2 Describe the control measures that Contractor will implement to prevent theft of waste of Airport supplies and resources.
7. Quality Assurance and Work Order Management Program:
 - 7.1 Describe the Quality Assurance and Work Order Management Program that Contractor will use for monitoring, identifying, and correcting deficiencies in the quality of service provided before the level of performance becomes unacceptable.
 - 7.2 Describe the complaint resolution program.

B. Staffing Plan

1. General
 - 1.1 Contractor must be fully staffed at start of the Contract period.
 - 1.2 Contractor is required to identify minimum staffing levels and maintain that staffing level at all times.

- 1.3 Supervision must be on-site at Airport at all times. All custodial services employees must receive close and continuing front-line supervision by Contractor.
 - 1.4 All Employees must, at all times while on duty, be in a clean and tidy uniform, free of stains, rips, and tears. Contractor management is not required to wear a uniform, although is required to wear an identification badge at all-times while on Airport property.
 - 1.5 Contractor must provide an Airport Sterile Area badge control policy.
 - 1.6 Contractor shall be responsible for the conduct, demeanor, and appearance of its entire staff. Staff shall be courteous and professional towards the public and all Airport personnel.
 - 1.7 Contractor must submit proposed shift schedules to ensure 24/7/365-day coverage.
2. Manager/Supervisor Requirements
- 2.1 The manager/supervisor shall serve as the main point of contact. The manager will be fully responsible for:
 - 2.1.1 Management, operation, maintenance and support operations for custodial services, new hire training, and quality control which will include reporting in order to meet cleaning standards, and coordination with Airport staff unless otherwise approved by the Airport, in writing.
 - 2.1.2 Communicates issues as soon as possible to the Airport Administrative office at 928-213-2930 ext. 0 or Airport Operations at 928-213-2936.
 - 2.2 The Airport must be able to contact the manager/supervisor, or designee, seven days a week, twenty-four hours per day.
 - 2.3 Any changes to the manager/supervisor position must be approved by the Airport prior to the onboarding of new personnel. Contractor would be required to submit a letter to explain and include the reason for such a requested change. A resume for the replacement manager must also be submitted for the Airport's review and approval prior to beginning work.
 - 2.4 Contractor must not assign the manager any duties other than those directly related to the fulfillment of the requirements of this Contract without prior written consent of the Airport.
3. Custodial Employees
- 3.1 Contractor must provide an adequate number of custodial employees to meet the Scope of Work.
 - 3.2 Contractor must provide an adequate number of human resources and administrative staff to meet the Scope of Work.

4. Weekly Staff Hours

4.1 A schedule outlining minimum weekly staff hours for front-line managers/supervisors and custodial services employees must be submitted in Contractor's proposed Operations Plan.

4.2 Contractor must keep timekeeping records that shall be available to the Airport upon request.

C. Employee Training Plan

1. Customer Service: Contractor is expected to maintain excellent customer service. Passenger comfort, safety and assistance must be a primary goal at all times. Contractor employees must be fully trained in providing customer assistance and in customer interaction.

2. Cleaning Techniques: Contractor employees must be fully trained and skilled in safe and proper custodial cleaning techniques to meet cleaning standards. Contractor must ensure all employees have been adequately trained on their specific responsibilities, to include proper and safe use of equipment and cleaning supplies, chemicals, and products.

3. Safety Programs: All employees are required to be trained in compliance with OSHA Universal Precautions and Blood Borne Pathogens. Contractor must have reviewable training manuals and/or videos and maintain sufficient documentation to demonstrate adequate training has been completed by all employees.

4. Records: All training records must be maintained through the duration of contract term and made available to the Airport upon request.

D. Cleaning Plan

1. Minimum Cleaning Frequencies: Typical services must be completed at all locations per the identified in the Airport Frequency Schedule included in this Scope of Work, unless designated otherwise. This listing may not be all-inclusive. It is Contractor's responsibility to inspect and maintain all areas of the Airport to the cleaning standards identified herein at all times.

1.2 Cleaning frequencies may be adjusted with the approval of the Airport.

2. Breakrooms: Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets, (exterior), coffee makers (exterior), vending machines, microwave ovens (exterior), exterior of trash receptacles and paper towel dispensers.

3. Bright Work (Stainless Steel, Chrome, Brass): All cleaned metal surfaces must be sanitized and free from deposits or tarnish. These items must have a uniformly bright appearance, free from spots, smudges and streaks and fingerprints. Cleaning agents must be removed from all adjacent surfaces.

4. Carpet and Floor Care

- 4.1 Contractor must provide a carpet and floor care maintenance schedule in the Operations Plan in accordance with cleaning standards and cleaning frequencies identified herein. As an end result of all carpet cleaning procedures, all carpet fibers must be free of dust, dirt soil, gum, cleaning agents, and removable stains. All cleaning solutions must be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Care shall be taken to avoid damaging carpet fibers irrespective of the method of carpet cleaning employed.
- 4.2 Contractor is responsible for moving and replacing all waste receptacles and non-stationary items in the area to be cleaned. All stanchions must be moved and placed back in the same configuration as before work began. Contractor must strain all water emptied from machines prior to water being poured down any sink drain. Contractor must not remove any floor drains in any sink. Contractor may incur charges if carpet fibers are the cause of any clogged drains.
 - a. Vacuuming: Vacuum to remove all visible debris. Vacuuming must be completed at a frequency that protects the integrity of the carpet/floor and prolong wear.
 - b. Spot Cleaning: Proper spot cleaning techniques must be observed to maintain the appearance of the carpet and floor.
 - c. Extraction: The approved method for cleaning of carpet and floor areas are as follows:
 - i. Removal of all large debris
 - ii. Vacuum areas
 - iii. Pre-spray area to be cleaned with properly diluted cleaning solution
 - iv. Extract with water only
 - v. Place floor fans to ensure floors are completely dry
 - vi. Gum must be removed throughout the day.
- 4.3 Pan and Broom: All floors must be swept each night. This includes sweeping under all furniture, behind plants, machines, and waste receptacles.
- 4.4 Damp Mopping: All floors must be damp mopped each night and spot cleaned throughout the day in all non-carpeted areas. No standing water must be allowed to remain on the floor.

5. Conference/Meeting Rooms:

- 5.1 Waste receptacles must be emptied and spot cleaned. Liners must be replaced as required. Recycling containers must be emptied daily.

- 5.2 Non-carpeted floors must be swept/dust and mopped. Carpeted floors must be vacuumed. All carpets must be spot cleaned to remove stains, deposits, gum, and spills.
- 5.3 All shelves, counters, cabinets, and cases must be free of accumulated dust and debris. All tables, desks, counters, chairs, and chair legs must be wiped clean. All hard surface walls must be spot cleaned to remove fingerprints, dust, and soil.
- 5.4 Occupant's work items must remain as found and not manipulated.
6. Dusting: All surfaces up to 6 feet.
7. Elevators and Adjacent Areas: All interior and exterior walls, floors, doors, ceilings, switches, buttons, controls, threshold plates, and equipment shall have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks. Floors must be damp mopped and free of debris. Bright work shall be maintained in accordance with standards listed herein. All adjacent areas must be free of residue and spotting following cleaning procedures. Elevators and adjacent areas must be maintained as needed to ensure acceptable appearance at all times.
8. Entrance Areas: Within ten (10) feet of all building entrances, all entrance areas must be maintained clean and litter-free. Outside debris must be swept and placed in the trash. Outside debris must not be placed in planters or driveway. Gum and spills must be removed daily. Doors and doorframes must be spot cleaned, to include interior and exterior glass, cleaned to the standards listed herein.
9. Glass Cleaning: Glass is cleaned when all glass surfaces are without streaks, film, deposits, or fingerprints and have a uniform appearance. Dark or tinted glass shall be included in the custodial cleaning service.
10. Graffiti Removal: Graffiti must be removed from surfaces. Care must be taken to maintain the original surface where graffiti appeared. Graffiti shall be removed as soon as it is discovered and reported to the Airport Representative or their designee.
11. Plexiglas Shield Cleaning and Cubicle Partition Extensions: All shield surfaces shall be free of streaks, fingerprints, stains, and other substances and have a uniformly clean, bright appearance. These shields should be cleaned with a product specifically designed to prevent scratching or dulling and wiped down with a soft cloth.
12. Plumbing Fixtures, and Dispenser Cleaning: Contractor must ensure plumbing fixtures (i.e., toilets, sink basins, urinals, faucets, etc.) and dispensers when clean are free of all deposits and stains so that the item is left without dust, streaks, film, odor, or stains and has a bright and uniform appearance. Care must be taken to ensure cleaning chemicals do not harm, dull or damage chrome finishes and do not scratch porcelain fixtures.
13. Restrooms: Contractor must ensure all restroom fixtures, faucets, countertops, shelving, partitions, mirrors, wall surfaces, urinals, toilets, toilet basins, toilet seats, toilet handles, and other touchable surfaces are cleaned and sanitized. Contractor must ensure baby changing stations, and adult changing stations are cleaned and sanitized. Contractor must ensure all dispensers are filled with supplies such as paper products, soap, hand sanitizer, and menstrual products. Contractor must ensure all trash and other waste material are emptied and the liners replaced each day.

14. Stairwells/Hallways: All walls, doors, ledges, handrails, signage and glass will have a uniformly clean appearance free from dirt, dust, stickers, gum, cobwebs, litter, cigarette butts, and debris, stains, marks, streaks, lint, and cleaning marks.
15. Wall Washing: Contractor must ensure all walls, ceilings, exposed pipes, and equipment have a uniformly clean appearance, be free from dirt, cobwebs, stains, streaks, lint, and cleaning marks after being cleaned.
16. Waste Receptacles: Waste receptacles must be emptied, and spot cleaned as needed to maintain safe and sanitary conditions. Liners must be replaced at each emptying of the receptacle. Periodically, all receptacles must be thoroughly cleaned, inside and out as needed with germicidal detergent. Contact the Airport Administrative Specialist to replace damaged waste receptacle inserts.

E. Response Time Plan:

1. Contractor must monitor, answer, and respond to all emails, cell phone calls, and other communication devices immediately.
2. Emergency Calls: An emergency call is a report of a condition and/or failure constituting immediate danger to personnel or property. This includes, but is not limited to flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes. For circumstances that interrupt or otherwise adversely impact either Airport operations or property occupant operations, Contractor must respond and be present on-site within one (1) hour of notification, with appropriate equipment to clean the area per cleaning standards and remain on the job until the problem has been resolved.
3. Bio Fluid and Spill Cleanup: Upon notification of organic and bio fluid spills, Contractor must respond to the location of the call within one (1) hour of notification, with appropriate equipment to clean the area per cleaning standards and remain at the location until the problem has been resolved.
4. Unsatisfactory Cleaning Performance and Liquidated Damages:
 - 4.1 In the event that, in the assessment of the Airport, the Contractor has not met the minimum performance of the Scope of Work, the Airport may pursue liquidated damages against the Contractor as defined in the Contract.
 - 4.2 Correct unsatisfactory cleaning performance within four (4) hours, at a minimum, from time of email or verbal notification.
 - 4.2 Continued unsatisfactory cleaning performance that receives three (3) verbal notifications for the same performance deficiency will require complete resolution within 24 hours to three (3) days and may be subject to liquidated damages pursuant to the Contract.

F. Equipment List

1. Cleaning equipment utilized in the performance at the startup of this Contract must currently be operating within manufacturer's specifications. All cleaning equipment must be replaced when equipment does not meet Original Equipment Manufacturer (OEM) performance standards. Equipment must be of the size and type customarily used in work

of this nature, equipped with gel batteries and safeguards such as rollers or rubber bumpers to reduce potential damage to building surfaces, and visibly labeled with Contractor's company name. Equipment that will not be placed back in service must not be stored onsite. All small tools, such as brooms and dustpans, must be replaced as needed to ensure maximum functionality and appearance. All equipment used must be furnished by Contractor. Contractor equipment, signs, carts, barrels, and tools used within the view of the public must be kept clean and free of accumulated dirt, grime, grease, stickers, tape, and markings. All identification labels, names or markings must be professionally designed and applied.

2. The following are requirements for all cleaning equipment used by custodial cleaning service Contractors in the Airport:
 - 2.1 Vacuums: Contractor must use commercial grade vacuums with HEPA filtration or equipment that meet these standards along with a bristle beater bar to be used exclusively in all carpeted areas. Backpack and canister vacuum cleaners must be allowed for hard-to-reach places.
 - 2.2 Contractor must ensure that an appropriate number of machines are in working order each night to perform the cleaning tasks required. If a piece of equipment has a down time of more than two (2) days, Contractor must lease or rent equipment and inform the Airport. Lack of equipment will not be accepted as a reason for services not to be performed.
 - 2.3 Corded equipment shall not be plugged into charging station courtesy outlets in the public areas of the Airport. Contractor's employees shall not connect multiple extension cords together (daisy-chain) when operating corded equipment. Contractor may be responsible for any damage incurred to electrical outlets and outlet covers caused by the improper disconnection of equipment. De-energized outlets must be reported to the Airport immediately.

G. Supply List

1. Contractor must furnish all cleaning and sanitation chemicals, cleaning supplies, and other cleaning accessories. Sufficient inventory of all supplies shall be maintained at all times.
2. Chemical Supplies must meet and are guaranteed by the manufacturer, to equal or surpass the test methods developed by the American Society of Testing Material (ASTM) for chemicals to be used in public buildings. This list is not inclusive, but the minimum standards required: carpet spot remover/cleaner, disinfectants, germicide, mild detergent, metal cleaner/polish, furniture polish, bathroom deodorizers, and graffiti cleaner. Contractor must provide and maintain an SDS binder at each location.
3. Contractor must provide feminine hygiene products for tampon and sanitary napkin vending machines. Contractor shall ensure tampon and sanitary napkin vending machines are stocked at all times. Contractor shall receive all of the money deposited in the tampon and sanitary napkin vending machines. Contractor shall not be required to replace or repair any defective or damaged dispensers or any parts thereof, except for damage to tampon and sanitary napkin dispensers that is a direct result of neglect or damage caused by Contractor. Contractor employees shall report any defective or damaged dispensers or any parts thereof to the Airport.

4. Safety Data Sheets (SDSs) must be submitted within fifteen (15) days after Contract award for each chemical product listed in Contractor provided cleaning supplies list. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no "trade secret" or otherwise defined ingredients shall be accepted by the Airport. Contractor shall provide required safety and health training for Employees on each product offered and for proper use, storage, and disposal. The cost for any requested training and disposal of used containers shall be included in the offered price for the product. All products must be labeled per 29CFR 1910.1200.
5. Describe the control measures that Contractor will implement to prevent theft of waste of Airport supplies and resources.

H. Quality Assurance and Work Order Management Program

1. Describe the Quality Assurance and Work Order Management Program that Contractor will use for monitoring, identifying, and correcting deficiencies in the quality of service provided before the level of performance becomes unacceptable.
2. Describe the complaint resolution program.
3. Describe the communication plan that details how supervisory staff communicates with field staff and to the manager/supervisor.
4. Reporting
 - 4.1 Up to date inspection reports
 - 4.2 Inspection and corrective action history
 - 4.3 Restroom deep cleaning schedule
 - 4.4 Up to the minute availability of the cleaning schedule by area
 - 4.5 Immediate report of equipment failures that will result in an inability to meet the Scope of Work
 - 4.6 Work orders called in for needed repairs
 - 4.7 Response time to trouble calls
 - 4.8 Trend report analysis
 - 4.9 Daily, weekly, and monthly reporting
 - 4.10 Weekly Labor Hours Reporting
 - 4.11 Provide a daily security control log (form provided by Airport)

**EXHIBIT A.2
AIRPORT MINIMUM CLEANING FREQUENCY SCHEDULE**

Typical services must be completed per the following frequencies, unless designated otherwise. This listing may not be all-inclusive. It is the Contractor's responsibility to inspect and maintain all areas of the facilities to the cleaning standards identified herein at all times. Cleaning frequencies may be adjusted upon written request of the Airport Representative or with the written approval of the Airport Representative.

BASIC SERVICES		
SERVICES	SHIFT	FREQUENCY
Floors/Carpeted		
Vacuum all open carpeted areas (public & holdroom)	Second	Daily
Spot clean carpet	Second	Weekly
Floors/Non-Carpeted		
Dry Mop	Second	Daily
Wet Mop	Second	Weekly
Doors		
Clean all non-glass doors & door jams	Second	Weekly
Clean all glass doors and entrance side glasses	Second	Daily
Windows		
Interior low spot clean (below 6 ft.)	Second	Weekly
Exterior low spot clean (below 6 ft.)	Second	Weekly
Stainless Steel		
Water Fountains - Clean and Disinfect	Second	Daily
Elevator buttons, doors & handles	Second	Daily
Baggage claim area	Second	Weekly
Stairs & Stair Landing		
Glass cleaning and wiping safety rails	Second	Weekly
Sweep or vacuum	Second	Weekly
Sitting areas (upstairs, downstairs and holdroom)		
Wipe and dust - seats and base	Second	Daily
Dusting - Low dust (below 6 ft.)	Second	Weekly
Vacuum upholstery	Second	Weekly
Admin & TSA Offices		
Vacuum all carpeted areas (under desks, tables, chairs)	First	Daily
Wastebaskets - Empty (change liners as needed)	First	Daily
Conference Room		
Wipe down tables	Second	Daily
Disinfect seats	Second	Weekly
Dry mop	Second	Daily
Wet mop	Second	Weekly

Empty trash containers	Second	Daily
Elevator		
Clean - walls, buttons and handrails	Second	Daily
Remove debris from threshold	Second	Daily
Sweep out trash from floor or vacuum	Second	Daily
Trash & Recycle Containers (Indoors & Front Walkway)		
Trash - Empty all and replace liner as needed	First & Second	Daily
Empty Liquid disposal bin	Second	Daily
Recycling - Empty all. Do not use plastic liners	First & Second	Daily
Public TTY and Curtesy phones, Kiosks and Displays		
Wipe down	Second	Daily
Terminal Curb (Outdoors)		
Remove trash under walkway canopy - including cigarette butts, bottle caps, etc.	First & Second	Daily
Rest Rooms		
Clean & pour disinfectant in floor drain	Second	Daily
Clean and sanitize stalls, commodes & urinals	First & Second	Daily
Clean mirrors	First & Second	Daily
Clean toilets, urinals, walls surrounding urinal & toilet partitions	First & Second	Daily
Clean sinks and chrome	First & Second	Daily
Refill soap dispensers	First & Second	Daily
Empty napkin disposal and change liner	First & Second	Daily
Wet mop and disinfect	First & Second	Daily
Refill toilet paper dispensers	First & Second	Daily
Clean & disinfect walls	Second	Daily
Empty trash containers	First & Second	Daily
Fill seat cover dispenser	First & Second	Daily

Water Fountains and Fill Stations		
Wipe down	First & Second	Daily
Remove scale and hard water stains	Second	Weekly
Additional Items		
Hangar bathrooms including cleaning/disinfecting sinks, urinals & toilets. Refilling soap, toilet paper, papertowel, ETC. Sweeping and moping, emptying trash, etc.	3x a week (Mon-Wed-Fri) - Either Shift	
TOTAL BASIC SERVICES		

QUARTERLY SERVICES		
High dusting wood beams, ceiling fans and exposed interior roofing (above 6 ft.)	Second	Quarterly
High window cleaning interior and exterior (above 6 ft.)	Second	Quarterly
Deep carpet cleaning/shampooing	Second	Quarterly
Spot clean, removing cobwebs and marks from walls/columns/pillars.	Second	Quarterly
Clean Interior & Exterior of all trash bins (indoor and outdoors)	Second	Quarterly
TOTAL QUARTERLY SERVICES		

AS-REQUESTED SERVICES		
Additional High Dusting (above 6 feet)		
Additional restroom clean up		
Police sub-station		
Bio-hazard emergency clean up		
Restaurant clean up		
TOTAL AS-REQUESTED SERVICES		

Exhibit A.3

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

AIRPORT

Please fill boxes highlighted in Yellow with pricing

BASIC SERVICES					
SERVICES	FREQUENCY				LUMP SUM
	ALL SHIFTS	DAY SHIFT ONLY	NIGHT SHIFT ONLY	WEEKLY	
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)			X		
Spot clean carpet				X	
Floors/Non-Carpeted					
Dry Mop			X		
Wet Mop				X	
Doors					
Clean all non-glass doors & door jams				X	
Clean all glass doors and entrance side glasses			X		
Clean all glass panels next to doors			X		
Windows					
Interior low spot clean (Below 6 ft.)				X	
Exterior low spot clean (below 6 ft.)				X	
Stainless Steel					
Water Fountains - Clean and Disinfect			X		
Elevator buttons, doors & handles			X		
Baggage claim area				X	
Stairs & Stair Landing					
Glass cleaning and wiping safety rails				X	
Sweep or vacuum				X	
Sitting areas (upstairs, downstairs and holdroom)					
Wipe and dust - seats and base			X		
Dusting - Low dust (to 6 foot height)				X	
Vacuum upholstery				X	
Admin & TSA Offices					
Vacuum all carpet (under desks, tables, chairs)		TSA Office	X		
Wastebaskets - Empty (change liners as needed)		TSA Office	X		
Trash & Recycle Containers (Indoors)					
Trash - Empty all and replace liner as needed		If needed	X		
Empty Liquid disposal bin			X		
Recycling - Empty all. Do not use plastic liners in employee offices. Clean Interior & Exterior as needed.		If needed	X		
Trash & Recycle Containers (Outdoors)					
Trashcans on terminal curb - Empty all and replace liner as needed		If needed	X		
Trashcans in parking lots - Empty all and replace liner as needed		If needed	X		
Terminal Curb (Outdoors)					
Front Entry Way Under Canopy - Blow & remove trash			X		
Remove trash & articles including cigarette butts, bottle caps, etc.	X				
Elevator					
Clean walls, buttons, handrails			X		
Remove Debris from threshold and sweep or vacuum			X		
Empty liquid disposal bin			X		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

AIRPORT

Public TTY and Courtesy Phones, Kiosks, Displays	
Wipe down	X
Rest Rooms	
Clean & pour disinfectant in floor drain	X
Clean and sanitize stalls, commodes & urinals	X
Clean mirrors	X
Wash urinals, walls surrounding urinal & toilet partitions	X
Clean sinks and chrome, fill soap dispensers	X
Empty napkin disposal and change liner	If needed X
Wet mop and disinfect	X
Fill toilet paper dispenser	X
Clean & disinfect walls	X
Empty trash containers	X
Fill seat cover dispenser	If needed X
Additional Items	
Hangar bathrooms including cleaning/disinfecting sinks, urinals & toilets. Refilling soap, toilet paper, papertowel, ETC. Sweeping and mopping, emptying trash, etc.	3x a week (Mon-Wed-Fri)
TOTAL BASIC SERVICES	\$8,600.00

QUARTERLY SERVICES		
SERVICES	FREQUENCY	LUMP SUM
High dusting wood beams, ceiling fans and exposed interior roofing (above 20 feet)	Quarterly	\$2000 (Includes man lift rental for 1 day)
Clean Interior & Exterior of all trash bins (indoor and outdoors)	Quarterly	\$80
TOTAL QUARTERLY SERVICES		

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST (MONTHLY)	ESTIMATED HOURS	EXTENDED PRICE (YEARLY)
Basic Services (Daily,Weekly)	MONTHLY - Times 12	\$8,600.00	9	\$103,200.00
Quarterly Services	QUARTERLY - Times 4	\$2,080.00	16	\$8,320.00
TOTAL ANNUAL CONTRACT AMOUNT				\$111,520.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

AIRPORT

AS REQUESTED SERVICES		
SERVICE	FREQUENCY	LUMP SUM
Additional High Dusting (above 6 feet)	As needed	\$90.00
Restroom Cleanup	As needed	\$15.00
Police Substation - Clean entire area	As needed	\$8.00
Restaurant Clean up - Clean entire area	As needed	\$25.00
High window cleaning interior and exterior (above 20 feet)	As needed	\$5,800 (includes man lift rental for 3 days)
Conference Room		
Wipe down tables	As needed	
Disinfect seats	As needed	
Dry mop	As needed	
Wet mop	As needed	
Empty trash containers	As needed	
Lump Sum for Conference Room cleaning		\$15

QUARTERLY SERVICES		
SERVICES	FREQUENCY	LUMP SUM
High dusting wood beams, ceiling fans and exposed interior roofing (above 20 feet)	Quarterly	\$2000 (Includes man lift rental for 1 day which is about \$1,000 a day)
Clean Interior & Exterior of all trash bins (indoor and	Quarterly	\$80
High window cleaning interior and exterior (above 20 feet)	Quarterly	\$5,800 (includes man lift rental for 3 days can be done in less days depending on airport schedule, man lift is about \$1,000 a day)
Spot Clean, removing cobwebs and marks from walls, columns, pillars)	Quarterly	\$200 (does not include man lift rental which may be needed. Can be done on the same day on other quarterly services
Total		\$8,080 (If airport schedule permits, high dusting and window washing can be done on the same days lead to less days needing the man lift and a lower price.)

EXHIBIT B

TERMS AND CONDITIONS (AIRPORT CUSTODIAL CONTRACT)

IN GENERAL

1. PARTIES:

- 1.1 The terms "City of Flagstaff", "City", and/or "Airport" may be used interchangeably to refer to the City of Flagstaff, Arizona.
- 1.2 The City and the contractor identified in the underlying Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
- 1.3 Where the term "Employee(s)" is used in the Contract, it refers to the employees or subcontractors of Contractor.

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

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

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

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

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

MATERIALS

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

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

9. MATERIALS: Contractor shall furnish cleaners, disinfectants, waxes, wax stripping materials, wastebasket liners, and any other product necessary to provide the custodial services. Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the

City. At the request of City representatives. Contractor shall use "green seal" compliant cleaning products in those City facilities that may choose to do so. Contractor shall provide a complete list of all the products they plan to use in the performance of the Contract. The City reserves the right to require that Contractor change cleaning materials if Contractor's cleaning products are not, in the City's opinion, providing effective sanitation, desired finish or durability, and/or a clean appearance.

10. **EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by Contractor.
11. **ACCEPTANCE:** All materials and services provided by the Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
12. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.
13. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination: Flagstaff Pulliam Airport, 6200 South Pulliam Drive, Suite 204, Flagstaff, Arizona 86005, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
14. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
15. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
16. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
17. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
18. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
19. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and

(c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

- 20. EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by Contractor.

PAYMENT

- 21. INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
- 22. LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
- 23. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

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

- 24. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 25. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 26. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.
- 27. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 28. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

29. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
30. **CONTROL:** Contractor shall be responsible for the control of the work.
31. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
32. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
33. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
34. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
35. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

36. **RECORDS:** The City shall have the right to inspect and audit all of Contractor's books and records related to the Contract for up to five years after completion of the Contract.
37. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
38. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

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

INDEMNIFICATION

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

CONTRACT CHANGES

41. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
42. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
43. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
44. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
45. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
46. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
47. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 48. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
- 49. NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.
- 50. DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
- 51. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the Employees of Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

AVIATION SECURITY PROCEDURES

52. EMPLOYEE BACKGROUND SCREENING:

- 52.1 Contractor agrees that all Employees that perform work under the Contract shall be subject to background and security checks and screening (Background Screening) to determine their suitability to work under a City Airport contract in order to protect our facilities and resources. Contractor must pay for the cost of all Background Screenings.
- 52.2 The City will provide training on familiarization with local Airport operations, including security procedures and communications so that Contractor and its Employees are aware of and understands security measures.

- 52.3 The City may make further security inquiries. Whether or not further security inquiries are made, the City may, in its sole discretion, accept or reject any, or all, of the Employees proposed by Contractor for performing work under the Contract.
- 52.4 The Background Screening requirements set forth in this Section are the minimum requirements for the Contract. The City does not warrant or represent that the minimum requirements are sufficient to protect Contractor from any liability that may arise out of Contractor's work under the Contract or Contractor's failure to comply with this Section. Therefore, in addition to the Background Screening measures set forth below, Contractor and its Employees, shall take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing work under the Contract.
- 53. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS AND INDEMNITY:** A breach of this Section by Contractor shall be deemed a material breach of the Contract. In addition to any other indemnification provision in the Contract, Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out of this Background Screening Section, including Contractor's disqualification of any Employee or the City's failure to enforce this Section.
- 54. CONTINUING DUTY AND AUDIT:** Contractor's obligation to ensure that all Employees pass a Background Screening shall continue throughout the entire term of the Contract. Contractor shall immediately notify the City of any change to an Employee's Background Screening. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section.
- 55. FLAGSTAFF PULLIAM AIRPORT STERILE AREA SECURITY BADGE REQUIREMENTS:**
- 55.1 Contractor shall not allow an Employee to begin work under the Contract until the Employee passes a fingerprint-based criminal history background check required by federal law (49 C.F.R. § 1542.209) and passes a security threat assessment as mandated by the TSA through a security directive (49 C.F.R. § 1542.303).
- 55.2 The Flagstaff Pulliam Airport Sterile Area Security Badge will grant the Employee unescorted access authority only to the area or areas of the Flagstaff Pulliam Airport that the Employee must enter to perform work under the Contract.
- 55.3 When an Employee's work in any area ends, the Employee's access to that area shall end. Any Employee that attempts to enter a restricted area or sterile area, without proper authority is an immediate breach of the Contract.
- 56. BADGE, KEY AND/OR PROXIMITY ACCESS CARD HANDLING PROCEDURES**
- 56.1 Stolen or Lost: Contractor shall immediately report any lost or stolen Flagstaff Pulliam Airport Sterile Area Security Badges, keys and/or proximity access cards to the City Representative. A new security application must be completed and submitted along with payment of the applicable fee prior to issuance of a new badge, key and/or proximity access card.

- 56.2 Return: All Flagstaff Pulliam Airport Sterile Area Security Badges, keys and/or proximity access cards are the property of the City of Flagstaff and must be immediately collected by the Contractor's Representative and returned to the City Representative within one (1) business day after the Employee's access to the Airport is no longer required under the Contract. Contractor shall collect the badge, keys and/or proximity access cards when there is an Employee resignation, transfer, lay-off, medical leave, termination, leave of absence, or when the Contract terminates, is cancelled, or expires, whichever occurs first. Failure to notify or return Flagstaff Pulliam Airport Sterile Area Security Badges, keys and/or proximity access cards is a violation of the Airport Security Rules & Procedures.
- 56.3 Employee Identification and Access: Employees must have a Flagstaff Pulliam Airport Security Badge and some form of verifiable company identification in their possession at all times while working under the Contract. Employees are strictly prohibited from entering any area of the Airport that is not authorized by the Flagstaff Pulliam Airport Sterile Security Badge issued to them by the City. An Employee's access authority is only valid during their scheduled hours. Contractor shall provide the City with updates and changes in personnel as they occur.
- 57. CONTRACTOR'S SECURITY BREACH:** Contractor agrees that the access and security requirements under the Contract are necessary to preserve and protect public health, safety, and welfare. Therefore, Contractor shall be deemed in immediate breach of the Contract upon the occurrence of any of the following:
- 57.1 An Employee gains access to a restricted or secured area of the Airport without the Flagstaff Pulliam Airport Sterile Area Security Badge, keys and/or proximity access card.
- 57.2 An Employee uses another person's Flagstaff Pulliam Airport Sterile Area Security Badge, key and/or proximity access card to gain or attempt to gain access to a restricted or secured area of the Airport.
- 57.3 An Employee begins work under the Contract without passing the appropriate Background Screening and being issued the Flagstaff Pulliam Airport Sterile Area Security Badge.
- 57.4 An Employee or Contractor submits false, incomplete, or misleading Background Screening information or submits any false, incomplete, or misleading information in an attempt to improperly obtain a Flagstaff Pulliam Airport Sterile Area Security Badge.
- 57.5 Contractor fails to collect and timely return an Employee's Flagstaff Pulliam Airport Sterile Area Security Badge, key and/or proximity access card to the City within one (1) business day of: (1) the date the Employee's employment terminates; or (2) when the Contract terminates, is cancelled, or expires, whichever occurs first.
- 58. LIQUIDATED DAMAGES AND REMEDIES FOR BREACH OF AVIATION SECURITY PROCEDURES:** In addition to any other remedy available to the City at law or in equity, including the right to terminate the Contract, Contractor shall be liable for and shall pay to the City a stipulated damage in the amount of \$500.00 for the breach of the security procedures for the Flagstaff Pulliam Airport and for each time a Employee enters a restricted

or secured area of the Airport without proper authority. Contractor agrees that the stipulated damage amount is not a penalty but is a reasonable estimate of the actual harm to the City caused by a breach and that the harm was very difficult to estimate at the time the Contract was entered into.

PERFORMANCE

59. CONTRACT PERFORMANCE

- 59.1 Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the Airport. City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify Contractor.
- 59.2 Contractor shall have from 24 hours to three (3) days from that (depending on the circumstance) to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the Contract. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

60. CITY PROVIDED RESOURCES

60.1 Storage Space:

- 60.1.1 The City will provide Contractor storage space and utilities at the Airport as reasonably necessary for the performance of the Scope of Work at no cost to Contractor. Internet, phone connections and services are not included in the utilities provided by the City.
- 60.1.2 The use of City-provided space will be on a space available basis and subject to the approval of the Airport. The City will provide the following:
- 60.1.2.1 Storage room and janitor closet for supplies and charging equipment.
- 60.1.2.2 Equipment repair location.
- 60.1.3 City-provided space will be maintained in a clean, safe manner in accordance with all applicable codes and regulations and is subject to inspection at all times. Janitorial storage closets must remain closed and locked at all times.
- 60.1.4 No materials or equipment will be stored, temporarily set in restrooms or other spaces accessible to the public.
- 60.1.5 If storage is in an electrical closet, a minimum of thirty-six inches will be provided in front of all electrical panels. The width of working space in front

of the electrical equipment will be the width of the equipment or thirty inches, whichever is greater. In all cases, the workspace must permit at least a ninety-degree opening of equipment doors or hinged panels.

60.1.6 Contractor will not use the space provided by the City to support any other functions of the company. The City reserves the right to evict Contractor from the office or storage space if Contractor violates this requirement.

60.1.7 Any changes to the space must be approved by the City and are at Contractor's expense.

60.2 Keys and/or proximity access cards: The City will provide Contractor keys and/or proximity access cards necessary for the performance of the Contract. Contractor will exercise all reasonable efforts to ensure the safe keeping of City provided keys and/or proximity access cards. Contractor is required to perform an annual audit of the keys and/or proximity access cards and submit to the City. Any lost keys and/or proximity access cards shall be reported immediately to City Representative.

61. CONTRACTOR-PROVIDED RESOURCES

61.1 Uniforms: Uniforms shall consist of a shirt with company logo and approved pants, skirts, or dresses. If jackets or sweaters are worn, they shall coordinate with the uniform and clearly bear the company logo. Employees shall be in an approved uniform that is clean, neat, and free from tears, holes, frayed edges, and body odor. Open-toed shoes, shorts, and non-company logo hats/caps/beanies are not acceptable. Contractor must submit a description and photo of proposed uniform for the City's approval to ensure the uniform is professional/appropriate.

61.2 Office Equipment: If applicable, Contractor shall provide office equipment, such as desks, computers, phones, and copiers. All internet, phone connections and services will be provided by Contractor.

61.3 Vehicles: Contractor shall be responsible for providing all support vehicles required to effectively and efficiently operate, manage and support the services necessary to fulfill the requirements of the Contract. Vehicles driven on the airfield shall be marked with the company name and/or logo approved by the City.

61.4 Communication Devices/Cell Phones: Contractor must provide cellular communication devices to shift supervisors and necessary Employees.

62. CONTRACTOR TRANSITION

62.1 Onboarding of Contractor: Contractor must attend start-up meetings with the City no less than 30-45 days prior to the Contract start date. Such meetings may include a walk-through of the Airport. The intent of the meetings is to review the proposed transition plan and expectations.

62.2 Offboarding of Contractor: Thirty (30) days prior to the end of the Contract, Contractor Representative and the City Representative shall schedule a walk-through inspection of the Airport to review cleanliness. If the cleanliness level is below cleaning standards established by the terms, conditions, and provisions of the

Contract, Contractor shall correct issues identified to meet cleaning standards prior to the Contract termination date. If cleaning standards have not been corrected by Contractor by that date, the City shall be credited 50% of Contractor invoiced cost from the last monthly invoice for the location not meeting standards.

62.3 At the termination of the Contract, or at the request of the City Representative, Contractor must return all security badges, keys, proximity access cards, and all other City property issued to Contractor. Contractor may be held liable for replacement costs, locksmith costs to rekey and reprogram these items if not returned. Funds may be withheld from any amounts otherwise due and payable to Contractor.

- 63. **COMMUNICATION IN ENGLISH:** It is mandatory that Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
- 64. **EMPLOYEE PARKING & TRANSPORTATION:** Contractor is fully responsible for any logistics regarding the parking of Employee vehicles and transportation of Employees to/from the site assignment to arrive and or leave at the start or end times of the Employee's work schedule. Employee parking is provided by the City at the Flagstaff Pulliam Airport at no cost during Contractor employee assigned work hours.
- 65. **ADDITIONAL SERVICES:** The City may request custodial services for areas not specified in the Contract if other custodial services are deemed necessary. These additional services will be covered within Contractor's proposed hourly rate as specified in the Scope of Work.
- 66. **ALTERATION OF WORK:** The City reserves the right to make alterations in specific work hours as necessary or desirable. Such changes will not invalidate the Contract or release the surety. Contractor agrees to perform the work as altered, the same as if it had been a part of the original Contract.

DEFAULT AND TERMINATION

- 67. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 68. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
- 69. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein (including Liquidated Damages).

70. CONDITIONS AND CAUSES FOR TERMINATION FOR DEFAULT

- 70.1 The City reserves the right to cancel the whole or any part of the Contract due to failure of Contractor to carry out any term, promise, or condition of the Contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
- 70.1.1 In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;
 - 70.1.2 In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the Contract;
 - 70.1.3 In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
 - 70.1.4 Contractor fails to furnish the required service and/or product within the time stipulated in the Contract; and/or
 - 70.1.5 In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

- 71. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 72. PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of Contractor's final invoice.
- 73. CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
- 74. CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

- 75. SUSPENSIONS OF WORK:** The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to Contractor, other than to adjust the Contract completion/delivery requirements.
- 76. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 77. ASSIGNMENT OF DUTIES:** During the Contract term, if the City determines that Contractor's performance is deficient and the deficiencies are not resolved in a manner satisfactory to the City and in compliance with Contract requirements, the City reserves the right to assign some or all these services to another custodial contractor until the City, in its sole discretion, determines that Contractor's performance deficiencies are resolved. The City may recover the excess costs for such services by: (1) deduction from Contractor's unpaid balance due; (2) collection against the performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 78. OBLIGATIONS:** Contractor will not assert the failure or performance deficiencies of any other custodial contractor as justification for Contractor's own failure to perform any performance obligation under the Contract.

LIQUIDATED DAMAGES

- 79. GENERAL:** In addition to any other remedy available to the City at law or in equity, Contractor will be liable for and must pay to the City the amounts listed below for each violation by Contractor. The Parties further agree that the violations below will result in the City incurring damages that are impractical or impossible to determine, and Contractor agrees that the amounts listed below are reasonable approximation of such damages. The City may impose liquidated damages as follows:

Item No.	Description	Fee
1.	Insufficient Employees to provide satisfactory performance.	\$50 per violation
2.	Recurring issues of insufficient performance that have been previously reported but not rectified.	\$50 per violation
3.	Re-inspection of work not performed correctly as determined by the Site Representative and/or Facilities Superintendent requiring corrective action and reinspection	\$50 per re-inspection
4.	Failure to meet response times stated in the Contract for emergency calls, bio-fluid and spill clean-up, and unsatisfactory cleaning performance.	\$200 per violation

5.	Contractor Employees not in uniforms.	\$50 per violation
6.	Wastewater from cleaning equipment no filtered/strained prior to dumping into City sanitary systems.	\$1,000 per violation
10.	An employee possessing a deadly weapon as defined by Arizona Law (A.R.S. § 13-3101(A)(1)).	\$2,000 per violation
11.	Contractor and/or its Employees failure to comply with drug and alcohol policies of the City.	\$1,000 per violation
12.	Contractor and/or its employees fail to comply with Airport badging, access and security policies	\$500 per violation

- 80. NOTICE:** Prior to the imposition of a liquidated damages assessment, Contractor will be notified in writing by the City. The City's notice will include a brief narrative apprising Contractor of the time, place, and nature of the violation(s). The notice will set forth those facts substantiating the violation. Contractor will be afforded an opportunity to respond, in writing, within twenty-four (24) hours from date and time of the notice. Contractor's failure to respond within this specified time will be deemed that the violation occurred.
- 81. CURE:** Contractor must agree to properly cure any default within 24 hours to three (3) calendar days (depending on the circumstance) from the date the notice of default is sent by the City to correct any unsatisfactory performance. If, in the opinion of the City, the unsatisfactory condition is not corrected within the time specified, then liquidated damages may be applied at the discretion of the City Representative and/or their designee.
- 82. PAYMENT OF LIQUIDATED DAMAGES:** All amounts owed by Contractor are due and payable to the City within thirty (30) calendar days from the date of the notice of violation. The amount payable will be deducted from Contractor's invoice on the next month's invoice statement. Any amount unpaid after 30 days is delinquent and is subject to a delinquent account fee.

MISCELLANEOUS

- 83. COOPERATIVE PURCHASE CONTRACTS:** Contractor may enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the Contract awarded to the Contractor based upon the competitive procurement process used by the City of Flagstaff for the Contract.
- 84. ADVERTISING:** Contractor shall not advertise or publish information concerning the Contract with the City without the prior written consent of the City.
- 85. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
- 86. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

- 87. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 88. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 89. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 90. FORCE MAJUERE:**
- 90.1 There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
- 90.2 There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
- 90.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
- 91. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 92. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
- 93. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the Contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, the 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.

AIRPORT SPECIFIC REQUIREMENTS

- 94. NATIONAL EMERGENCY:** The Contract is subject to the right of the United States to control, operate, and regulate the Airport and to use of the Airport during the time of war or national emergency.
- 95. RIGHT TO AMEND:** If the United States, acting through the Transportation Security Administration, Federal Aviation Administration, or any other agency requires modification of the Contract as a condition to the grant or funds for airport improvement, Contractor agrees to such modification and will execute any document reasonably required to provide evidence of such agreement.
- 96. LOST AND FOUND ITEMS:** Contractor must call the Airport Administrative office at 928-213-2930 ext. 0 or Airport Operations at 928-213-2936 immediately to report unattended or found items. Contractor employees must remain with the found items until appropriate City staff responds to take custody of the items.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

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

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

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

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a “Best’s” rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City’s receipt of Contractor’s policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City’s right to insist on strict fulfillment of Contractor’s obligations under the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City’s Attorney’s Office in consultation with the City’s Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Teddy Callan, Procurement Specialist
Co-Submitter: Emily Markel
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Approval of Contract: Ratification of First Amendment to City-Wide Custodial Services Contract with Pinnacle Building Services to assume additional City facilities.

STAFF RECOMMENDED ACTION:

1. Ratify the First Amendment to the City-Wide Custodial Services Contract with Pinnacle Building Services, previously executed to ensure continuity of custodial services for additional City facilities.
2. Authorize the City Manager to execute any further necessary documents.

Executive Summary:

The City of Flagstaff is contracted with Pinnacle Building Services for custodial services at thirteen (13) City-owned buildings. After the City Council initially approved contracts with two providers in June 2024, the second contractor, DetailXperts, declined to enter into the contract for ten (10) additional City buildings. To avoid any disruption in custodial services, the City executed an amendment with Pinnacle Building Services to expand their scope to cover the remaining ten (10) facilities. This action ensured continuous, uninterrupted custodial services across all twenty-three (23) City buildings. The City is now seeking Council ratification of this first amendment, which consolidates custodial services under one contractor.

Financial Impact:

Project Name: Custodial Services: Multiple City Facilities
Total City-wide Cost: \$898,092. Each Division pays for their facilities
FY2024-25 Budgeted Amount: Budget Specific to each Division for Custodial Services. Total City-wide Custodial budget is \$943,229
Grant Funded: No
Funding Source: Varies by Division

The expenditures will continue to be charged to each division's budget for their respective facilities.

Policy Impact:

To provide clean and presentable City facilities for use by both the public and City employees.

Previous Council Decision or Community Discussion:

On June 18, 2024, the City Council approved custodial service contracts for Pinnacle Building Services and DetailXperts. Following DetailXperts' decision not to enter into their contract, the City executed the amendment with Pinnacle Building Services to prevent service disruptions. This ratification formalizes the previously executed contract amendment.

Options and Alternatives to Recommended Action:

1. Ratify the First Amendment to the City-Wide Custodial Service Contract with Pinnacle Building Services.

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES

Contract No. 2024-26

This Contract is made and entered into this 25 day of June, 2024 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Pinnacle Janitorial, Inc. dba Pinnacle Building Services, an Arizona corporation ("Contractor").

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

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

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

City-Wide Custodial Services

- Cinder Lake Landfill Admin Building
- City Hall
- City Prosecutor's Office
- Downtown Library
- East Flagstaff Library
- Flagstaff Aquaplex
- Hazardous Products Center (located at Cinder Lake Landfill)
- Mogollon Building
- Municipal Court
- Rio De Flag Water Treatment Facility
- USGS (Four buildings)
- Wildcat Hill Water Treatment Facility

and as more specifically described in the Scope of Work, attached hereto as Exhibit A.1.

2. Compensation:

2.1 General: Contractor shall be paid for satisfactory performance of the services defined in the Scope of Work attached as Exhibit A.1, the Facility-Specific Scope of Work attached as Exhibit A.2 and the Custodial Services – Proposal and Frequency Form attached as Exhibit A.3. If there are conflicts between the Scope of Work and the Custodial Services – Proposal and Frequency Form, the requirements of the Scope of Work prevail.

2.2 Pricing: All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in the Contract and include all costs of Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in the Contract. The City shall not be invoiced at prices higher than those stated in the Contract.

2.2.1 Contractor further agrees that any reductions in the price of the materials or services covered by the Contract will apply to the undelivered balance. Contractor shall promptly notify the City of such price reductions.

2.2.2 No price modifications will be accepted without proper written request by Contractor and response by the City's Purchasing Division.

2.3 Price Adjustment:

2.3.1 Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve any price adjustment if the annual contract prices exceeds \$100,000; otherwise, the City Manager or his/her designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

2.3.2 Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract. The City is only willing to entertain price adjustments based on an increase in the Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Contract. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

2.3.3 Thirty (30) days prior to the scheduled mandated increase in the City of Flagstaff hourly minimum wage, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) or the City of Flagstaff's mandated increase to the minimum wage, whichever is higher. The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

2.4 Renewal and Extension Pricing: Any extension of the Contract will be at the same pricing as the initial Term. If the Contract is renewed, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual written agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

3. Terms and Conditions (City-Wide Custodial Services): The Terms and Conditions (City-Wide Custodial Services), attached hereto as Exhibit B, are incorporated by reference and shall apply to performance of this Contract, except to the extent modified by Exhibit A.1.

4. Insurance: Contractor shall meet insurance requirements of the City, attached hereto as Exhibit C. Prior to initiating Custodial Services, Contractor shall submit the certificate of insurance and corresponding endorsements naming the "City of Flagstaff, Arizona" as an additional insured.

5. Contacts:

5.1 The City Representative for enforcement of this Contract is Teddy Callan, Procurement Specialist, or their designee. Email: teddy.callan@flagstaffaz.gov. All communications to the City regarding the enforcement of the Contract shall be through the City Representative.

5.2 The City's Site Representative for each facility will be identified in the initial walkthrough of the related facility. All communications to the City regarding daily performance of services of each facility shall be through the City's Site Representative, or their designee.

5.3 The Contractor shall identify a Custodial Representative performance of the Contract. The Contractor shall also identify a Site Representative for daily performance of services in the Scope of Work and Custodial Services – Proposal and Frequency Form is Exhibit A.3. All communications to the City regarding daily performance of services shall be through the Custodial Representative, or their designee.

6. Contract Term: The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (City-Wide Custodial Services), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both Parties. Performance shall commence within thirty (30) days from the City's issuance of the Notice to Proceed.

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

8. Extension to Perform Procurement: The City reserves the right to extend the period of the contract for up to two (2), ninety (90) day periods beyond the stated expiration date by mutual written consent of both Parties in order to complete a formal procurement process.

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:
Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
teddy.callan@flagstaffaz.gov

To Contractor:
Fady Ebeid, CEO
Pinnacle Building Services
2202 N. 1st Street
Flagstaff, AZ 86004
fady@pinnacleflag.com
(818) 356-5046

With a copy to:
Purchasing Department
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
purchasing@flagstaffaz.gov


10. **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.

CONTRACTOR:

By: 

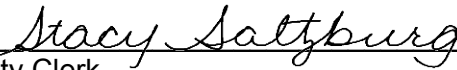
Title: Fady Ebeid, CEO

CITY OF FLAGSTAFF

By: 

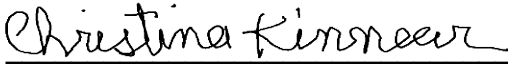
Greg Clifton signed on 6/25/2024 12:45:06 PM
Title: City Manager

ATTEST:



City Clerk
Stacy Saltzburg signed on 6/25/2024 4:52:51 PM

APPROVED AS TO FORM:



City Attorney's Office
Christina Kinnear signed on 6/25/2024 12:34:42 PM

Notice to Proceed issued: _____, 20__

June 5, 2024

EXHIBIT A.1

SCOPE OF WORK

I. SAFETY AND HEALTH

If there are conflicts between the Scope of Work and the Custodial Services – Proposal and Frequency Form, the requirements of the Scope of Work prevail.

Contractor shall exercise and maintain all applicable federal, state, county, and municipal regulatory requirements as it pertains to Safety and Health. Where there is a conflict between applicable regulations, the most stringent will apply. This includes removal and disposal of any hazardous materials. In the event of a potential safety/security risk while services are being provided, custodial staff shall call the Non-Emergency Response line, or Flagstaff Police Department Emergency line, accordingly.

II. DEFINITIONS

The following are definitions used by the City for evaluating custodial service. These definitions shall be followed unless otherwise noted per facility.

- A. "Work Week" - Unless designated otherwise, means Sunday through Saturday.
- B. "Work Time Designations" - Unless designated otherwise, the following time schedules apply:
 - 1. Shift one: Work to be performed during the designated evening hours.
 - 2. Shift two: Work to be performed during 11:00 a.m. to 4:00 p.m.
- C. "Basic Services" - All daily, weekly, bi-weekly, and three times per week services as outlined in the task list for the facility.
 - 1. "Daily Duties" - daily work to be performed each day at Contractor's discretion.
 - 2. "Bi-weekly" - work to be performed twice per week, a minimum of three (3) days apart.
 - 3. "Weekly" - work to be performed once per week at Contractor's discretion, a minimum of four (4) days apart.
- D. "Monthly Services" - work to be performed once per month, a minimum of three (3) weeks apart.
- E. "Quarterly Services" - work to be performed at approximately 90-day intervals, the first work to be performed within the first 30 days of each contract year.
- F. "As Requested" or "Optional Services" - determined by either the City Representative and/or the City's Site Representative.

III. STANDARDS OF PERFORMANCE

Contractor will perform the following custodial services:

A. Daily Duties

1. **Waste and Recycling Receptacles** - All waste receptacles and recycling containers within the building shall be emptied each night and returned to their initial locations. Waste and recyclables shall be separately transported and emptied into designated external containers (e.g., recycling bin goes into external recycling container, and waste goes into external waste container). Boxes, cans, papers, etc., placed near a receptacle and marked "recycling" shall also be removed. Any other items not marked shall not be removed. The interior, exterior and housing of waste, organics and recycling receptacles, and walls next to the receptacles, shall be damp wiped to remove soil. Wet spills on the interior of wastebaskets shall be cleaned and dried. Clear plastic liners shall be replaced as needed, when dirty, wet or torn. Transporting of sorted waste within and from the buildings to outside waste dumpsters shall be accomplished using leak-proof plastic transports with wheels. Carry or roll all waste/recycle containers to exterior dumpster and dispose waste/recycle into dumpster. **DO NOT DRAG BAGS OF DEBRIS.** Liquid leaking from plastic bags being moved from receptacles shall be immediately cleaned.
2. **Waste and Recycling Storage Areas** - All waste shall be placed inside waste dumpsters. All recycling shall be placed inside recycling totes or dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of waste. Recycling materials shall not be placed in waste dumpsters.
3. **Outside Entrances and Steps** - Porches, handicap ramps, steps, fire escape stairways, basement stairways, and any other areas within 20 feet of entryways outside the buildings shall be swept to remove all soil, litter, and waste. All visible surface litter, soil, dirt, cobwebs, etc., shall be removed from the area. Waste receptacles adjacent to the entrance shall be emptied and cleaned.
4. **Entrance Mats** - Entrance mats located in either the exterior or the interior of entrances shall be cleaned. If vacuuming does not remove the soil, the mats shall be taken outside and swept with a stiff broom until all visible soil has been removed. Entrance mats shall be lifted to remove soil and moisture underneath and shall then be returned to the normal location after cleaning. No entrance mat shall be placed upon a damp or wet floor surface. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust, and any other debris.
5. **Entrance Doors** - Completely clean both sides of glass entrance door and windows immediately adjacent to the entrance doors. Spot clean both sides of the entrance door frames. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
6. **Entrance Floors Inside** - The surfaces shall be swept or dust-mopped prior to wet mopping to remove all loose soil and dust. All accessible areas shall be mopped to remove all soil, scuff marks, and non-permanent stains. After mopping, the floor shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop

strings, or other evidence of soil. Baseboards shall be wiped to remove all splash marks.

7. Drinking Fountains - Remove all streaks, smudges, stains, scales, and other obvious soil from drinking fountains and entire cabinet. Disinfect all porcelain and metal surfaces including the orifice and drain. Stainless steel sections shall be polished with an appropriate cleaner. Products used to clean drinking fountain orifices must be safe for human consumption.
8. Internal Building Surfaces and Walls - Remove smudges, fingerprints, pen marks, streaks, etc., from washable surfaces including brass, stainless steel, around light switches, doors, doorways, door handles and casings, telephone stations, interior glass (such as reception counters and reception windows), bulletin boards and display cases, laminated plastic surfaces, clear sections of office cubicles, kick and push plates, and vertical/horizontal blinds with a treated cloth. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc. Areas adjacent to entrance glass within buildings that lead into offices shall also be completely cleaned and restored free of soil and streaks.
9. Carpeted Areas - All carpeted areas shall be vacuumed free of all visible debris at every service (goal for 100% of all areas to be vacuumed a minimum of once per week). Prior to vacuuming, all surface litter such as paper, gum, rubber bands, paper clips, staples, etc., shall be picked up. Furniture and waste receptacles shall be moved, as necessary, to vacuum underneath. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, dust, and embedded grit.
10. Carpet Spot Cleaning - Carpets shall be checked daily for stains and gum. All dirty spots/stains/gum shall be treated with a carpet spot cleaning solution, following the direction of the manufacturer for the specific carpet and stain involved. After cleaning, the carpet shall be free from visible spots, gum and stains, and the nap should be brushed all in one direction. A single spot or stain is defined as an area with a definite continuous outline of a substance within the texture of the carpet (or less than 4 inches in diameter) that is not a part of the manufacturing process.
11. Non-Carpeted Floors - Pick or sweep up all surface litter such as paper, gum, rubber bands, paper clips, staples, spills, etc. Sweep or vacuum the entire area, including under chairs, waste receptacles, desks and other furnishings, behind doors, and corners, which are accessible prior to mopping. The entire area (100%) will be thoroughly dry-mopped or cleaned with appropriate solution, to remove dust, dry soil, and other surface debris every service. New installed tile flooring shall be sealed and waxed 48 hours after installation is completed.
12. Tables, Counters, Desks, Chairs, Sofas, etc., - Remove any non-permanent stains, spots, spills, and pencil marks from tables, counters, and desks using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc., that are empty. Chairs and sofas, where applicable, shall have cushions lifted for the purpose of the removal of any waste. Information written on whiteboards (dry/wet erase boards) shall not be cleaned off by Contractor unless requested by City.

13. Elevators - Remove all soil, dirt, graffiti, and fingerprint marks with an approved cleaner. Polish metal surfaces with an approved metal polish; the surface shall be free of smudges, soil, and excess polish and have a shiny appearance. If the inside is of a wood material, this shall be cleaned and polished with an approved wood cleaner/polish. Non-carpeted elevator floors shall be swept, vacuumed, and wet mopped. Carpeted elevator floors shall be vacuumed. Exhaust fan vents shall be cleaned. Threshold tracks shall be cleaned of dirt on a weekly basis.
14. Stairs and Stairwells - Stairwells, stairs, landings, and steps shall be vacuumed and/or mopped. Flights include the landings and steps on stairways between floors. All waste shall be picked up.
15. Break room/Concession/Kitchenette Area - Refill soap dispensers and paper dispensers as defined below. Clean and disinfect sinks, floor sinks, counters, exterior of appliances and cabinets, tables, and chairs.
16. Restroom Cleaning
 - 16.1 Clean and Disinfect Toilets and Urinals - Completely clean and disinfect all exposed surfaces of the toilets and urinals. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads, and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc., from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. All fixtures shall present a clean, bright shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc., including the metal hardware. Stopped-up toilets shall be plunged free of obstructions. Only if obstructions cannot be dislodged completely shall it be reported along with other inoperable or broken fixtures. Contractor's supervisor shall report all plumbing discrepancies to the Site Representative immediately.
 - 16.2 Paper Products Dispensers - Contractor is to purchase and supply 100% recycled paper towels, with minimum 40% post-consumer content; toilet seat covers and toilet paper should have 20% recycled content. Waste basket liners should be clear (transparent) plastic and be no less than 10% postconsumer recycled content. At a minimum, re-supply all paper towel dispensers to their maximum level when stock is down to 40%, but do not overfill. Dispensers shall be refilled with the proper product for that dispenser (NOT just laid on top of dispenser or on top of the counter). Re-supply toilet paper by placing the product in the dispenser. Replace consumed rolls and partial rolls, which appear to be down to the last 20%. Toilet seat cover dispensers shall be filled with a new package when empty or when less than 20% of the sheets remain in the package. The dispenser interior, exterior, and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported daily to supervisors who in turn shall notify the Site Representative. In addition, feminine product dispensers shall be kept stocked and the exterior cleaned as indicated above. Feminine products disposal containers shall have

a waxed paper liner or similar-type product at all times, to be replaced daily or when they have been used.

- 16.3 Bathroom Tissue - Coreless bathroom tissue and other similar products may be considered but cannot be utilized without prior approval from the Site Representative.
- 16.4 Soap Dispensers - At minimum, soap dispensers shall be filled to within 2" of the top with foam (preferred) or liquid soap when there is 15% of product left (most dispensers have been converted to foam). Soapbox cartridges shall be replaced prior to becoming empty. The dispensers and adjacent surfaces shall be wiped with a germicidal detergent to remove fingerprints and smudges. The device shall be checked after filling for proper operation, and inoperable devices shall be reported daily. The wall and floor area under soap dispensers shall be cleaned of all soap residues.
- 16.5 Waste Receptacles - All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside, and housing of the receptacles shall be cleaned with a germicidal cleaner.
- 16.6 Counter Tops and Sinks - Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of all visible soil, streaks, oily smudges, residue of cleaning agents, etc. All metal hardware, such as faucet valves, drain, and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported daily to supervisors. Different cloths, sponges, brushes, and scouring pads shall be used to clean the sinks than the ones used for cleaning the toilets and urinals.
- 16.7 Diaper Changing Stations and Other Surfaces - Remove all surface litter such as paper towels, etc. Using a treated duster, remove all loose dust and soil from the tops of lockers, cabinets, etc. Dust other flat surfaces with a cloth or sponge dampened in a germicidal detergent solution. Dusting shall be accomplished by the complete removal of soil from the area - this includes the dispensers.
- 16.8 Walls, Partitions, and Doors - Clean the partition walls, partition doors, and walls surrounding the urinals and toilets. Remove any nonpermanent stains, spots, and streaks using a cloth/sponge dampened with a germicidal detergent solution. This also includes the light switches, and doors, and any of the walls within the restroom. After cleaning the walls, they shall be free of fingerprints, smudges, grease, soil, mildew, or stain.
- 16.9 Graffiti - Remove any graffiti located in the restroom to the extent feasible and report the graffiti to Contractor's supervisor who will, in turn, report the graffiti to the Site Representative.
- 16.10 Shower Walls and Shower Floors - Wash shower walls, curtains, shower floors, and bathtub areas using an approved germicidal cleaner. Clean the shower

drains. After washing, the walls, curtains, and floors shall be free from stains, soap scum, and mildew and shall have a clean and disinfected appearance.

- 16.11 Floors - Prior to mopping, any mats shall be lifted to remove soil underneath, and the floor surface shall be vacuumed for removal of loose dirt and soil. Mop the floor with a germicidal detergent solution, using a non-abrasive mop (no metal or plastic). After mopping, the floor shall have a uniform appearance free of hair, spots, spills, stains, dirt, oily film, mop strings, etc. Mats shall be disinfected with a germicidal detergent solution. Any mats removed shall be replaced, with the surface dry prior to replacement.
- 16.12 Floor Drains - Remove all built up deposits, embedded hairs, etc., from the grate and neck of the drain. Replace the grate properly. Clean the inside of the drain by pouring at least one gallon of 50/50 mixture of clean water/disinfectant through the drain.
- 16.13 Mirrors - Remove soil, streaks, smudges, film etc., from the surface of the mirrors. The frame of the mirror and shelves and other adjacent areas also shall be cleaned.
17. Vertical/Horizontal Blinds - Dust all vertical and horizontal blinds with a treated cloth or yarn duster. A properly dusted blind shall be free of all dust, dirt, lint, and cobwebs.
18. A/C Supply Vents, Returns, and Exhaust Fan Grills - Clean all particles from vents and wall or ceiling area adjacent to the vent. This is very important for indoor air quality.
19. Dusting - Dust all surfaces, including windowsills, banisters, handrails, ledges, pictures, plaques, cubicle wall tops, door tops, tops and sides of bookshelves and cabinets, etc., with a treated microfiber cloth or yarn duster up to 80 inches from the floor. Public computers in all library buildings are included for dusting. Dusting shall NOT be done on the following surfaces: employees' desks, employees' computers, and shelving within a bookcase.
20. Non-Carpeted Floors - Wet-mop 100% of floor areas on a weekly basis. Floor shall be swept or vacuumed first to remove all surface litter such as paper, gum, rubber bands, paper clips, staples, etc.
21. Storage Areas/Closets - Sweep non-carpeted floors and vacuum carpeted floors to remove all debris. Damp mop non-carpeted floors, removing all marks and dirt.
22. Mop Heads - Mop heads need to be non-abrasive (no metal or plastic). Replace mop heads at least weekly with new mop heads. Old dirty mop heads shall be removed from the building and discarded. Use of reusable, washable microfiber mops is encouraged.

B. Monthly Services

1. Furniture - Vacuum all cloth furniture. Removable cushions shall be lifted and vacuumed underneath. Wipe down all vinyl and hard surfaces with a damp cloth.
2. Outside lights - Clean outside lights attached to building exteriors (up to a height of 15 feet) - remove cobwebs from lens covers and lamp housing.
3. Machine Scrubbing of Restroom and Locker Room Floors - All surface litter such as paper, tape, towels, etc., shall be removed before machine scrubbing. Apply the appropriate cleaning solution and allow it to stand for 5 minutes before scrubbing the surface with a floor buffer equipped with a grit brush. The deep cleaning shall remove heavy stains, mildew, and mineral deposits from the surface and grout. After scrubbing, the surface shall be rinsed thoroughly to remove all remaining detergent. Mop the floor with clean water and a clean mop. Mop excess water from the floor. Wipe all baseboards with a damp clean rag. Areas not accessible with the buffer shall be manually scrubbed with an abrasive hand pad.

C. Quarterly Services

1. Specific Facilities - Individual facilities may require specialized Custodial Services. Please see descriptions below for each facility.
2. Cubicle Walls - Vacuum all cubicle walls.
3. High Dusting - Dust all surfaces between 80" and 18', including walls and ceiling tiles/vents. Remove all dust and cobwebs.
4. Woodwork - Clean and polish all woodwork. Woodwork shall be free of smudges and fingerprints and shall have a uniform appearance.

III. Facilities, Utilities, and Telephones Provided by the City

- A. Facilities - The City shall provide, without cost to the Contractor, janitorial closets or a designated place in each facility. These areas shall be kept clean and neat by Contractor at all times and shall only be used for the intended use (i.e., eating may not occur nor storage of any food or personal items). Contractor will keep all of their supplies stored in their proper place when they arrive, and all products must be labeled with all proper documentation. Empty boxes, bottles, containers, etc., shall be properly discarded (including recycling, where appropriate). Mop buckets shall be emptied and cleaned, and mops shall be washed out, before storing in the designated janitorial space. Mop heads shall be replaced at a minimum of once a week to prevent odors.
- B. Utilities - The City shall furnish all utilities to Contractor at existing outlets. Any modifications to existing outlets for Contractor's convenience shall be at Contractor's expense. Prior written approval for any alteration shall be obtained from the Site Representative.
- C. Telephones - The City telephone policy limits use of its telephone extensions on the City system to calls relating to City business. Contractor shall ensure that employees observe

this policy. The costs of unauthorized telephone usage, which can be directly attributed to an employee of Contractor, shall be the responsibility of the Contractor.

IV. Chemical Supplies, Sanitary Supplies, and Equipment Provided by Contractor

- A. Chemical Supplies - Must meet and are guaranteed by the manufacturer to equal or surpass the test methods developed by the American Society of Testing Material (ASTM) for chemicals to be used in public buildings. This list is not inclusive, but the minimum standards required: carpet spot remover/cleaner, disinfectants, germicide, mild detergent, metal cleaner/polish, furniture polish, bathroom deodorizers, and graffiti cleaner. Contractor must provide and maintain an SDS binder at each location.
- B. Sanitary Supplies to be provided by Contractor for all facilities.
1. Toilet paper 4 ½" x 4 ½", 2-ply, 500 sheets per roll, white (at least 10% recycled content).
 2. Jumbo tissue 2-ply, white, properly sized for installed dispensers (at least 10% recycled content).
 3. Hand towels properly sized for installed dispensers with a minimum tensile strength of 15 in both directions.
 4. Multi-fold 9 ¼" x 9 ½", 250 per package.
 5. Single-fold 9 ½" x 10 5/8", 250 per package.
 6. Narrow-fold 9 ½" x 9 ½", 250 per package.
 7. C-Fold 10 ¼" x 13 ¼", 250 per package.
 8. Roll Towels - 8" x 800'.
 9. Perforated 9" x 11", 2-ply, 250 sheets per roll.
 10. Non-perforated sized for installed dispenser.
 11. Toilet Seat Covers sized for installed dispensers.
 12. Hand Soap - pH balanced; biodegradable; skin cleaner, effective against a wide range of microorganisms; containing no alcohol or triclosan; 800 ml or equivalent sized for installed dispenser.
 13. Waste can liners - high-density poly; clear plastic.
 14. Menstrual products - Aunt Flow Organic Products - pads and tampons - East Flagstaff Library only.
 15. Contractor shall maintain a minimum of one (1) week's supply of all paper supplies in all facilities at all times during the life of the Contract that can be utilized by City personnel for the purpose of restocking the facilities' dispensers.
 16. The City reserves the right to change these specifications, including installed dispensers, and supply list designated in the scope of work throughout the life of the contract. All cleaning and paper products shall be billed separately from custodial services for each location. Billing shall contain line item costs including unit of measure, unit price and taxes, no lump sum bills.
- C. Equipment
1. Contractor shall provide all necessary equipment to perform the tasks for each facility as identified in this Scope of Work. The City will provide a custodial closet with charging capabilities at each location. The City is not responsible for damaged equipment while service is being provided.

2. Custodial staff shall wear an appropriate company uniform while on-site. The uniform must include the company name and logo, and employees must wear a photo ID badge. Uniforms shall be in clean and in good conditions without holes or tears.
3. There are no restrictions on the equipment to be used for custodial services for the City. The City reserves the right to request that equipment not be used if found that it does not perform the task up to standard or causes damage to any part of the building. Energy efficient shall be used whenever possible.

V. Reporting Responsibilities

A. Contractor Reporting Responsibilities

1. Any issues noticed by the Contractor Representative within any of the serviced facilities regarding broken or damaged City property, unsatisfactory cleaning, or security issues will be reported immediately to the Site Representative and/or City Representative at the time of incident. Contractor will have designated individual/s on-call in order to address and resolve cleanliness-related issues quickly and efficiently.
2. Weekly written reports of broken or damaged City property will be submitted to the Site Representative via email by end of day each business week. These reports must also include any employee or facility-related incidents that occurred during that time frame, listing the employee/s involved, building, date/time, and nature of the incident.
3. Monthly written reports of any cleaning-related issues will be submitted to the Site Representative via email within five (5) business days of the last day of the previous month. These reports will include time and date of notification, building location, a description of the issue, and the steps taken to resolve the issue, including any recommendations for avoiding the issue in the future, such as increasing frequency of service, number of staff assigned, adjustments to equipment to be used, or any other resolution that the Contractor may identify.

B. City Reporting Responsibilities

1. Any issues identified verbally, subsequently followed by an email, by the Site Representative and/or City Representative within any of the serviced facilities regarding broken or damaged City property, unsatisfactory cleaning, or security issues will be reported immediately to the Contractor Representative.
2. Within twenty-four (24) hours from receipt of the email from the City, Contractor will provide a written response identifying: (a) how; (b) who; and (c) when, the issue will be resolved.

EXHIBIT A.2

FACILITY-SPECIFIC SCOPE OF WORK

I. GENERAL INFORMATION REGARDING FACILITIES

Pinnacle Janitorial, Inc. is responsible for providing Custodial Services at the following facilities:

1. Cinder Lake Landfill Admin Building
2. City Hall
3. City Prosecutor's Office
4. Downtown Library
5. East Flagstaff Library
6. Flagstaff Aquaplex
7. Hazardous Products Center (located at Cinder Lake Landfill)
8. Mogollon Building
9. Municipal Court
10. Rio De Flag Water Treatment Facility
11. USGS (Four buildings)
12. Wildcat Hill Water Treatment Facility

II. SPECIFIC INFORMATION REGARDING FACILITIES

- A. If there are conflicts between the Facility-Specific Scope of Work and the Custodial Services – Proposal and Frequency Form, the requirements of the Facility-Specific Scope of Work prevail.

1. CINDER LAKE LANDFILL ADMINISTRATIVE BUILDING

Address: 6770 E. Landfill Rd.

Specs: Approx. 2,550 square feet.

Hours Available to Render Services: Between 7:00 a.m. and 5:00 p.m.

Duties: Perform Basic Services: 1 day/week.

2. CITY HALL

Address: 211 W. Aspen Ave.

Specs: Approx. 50,100 square feet of which 4,000 square feet is the lobby floor.

Hours Available to Render Services: Between 5:00 p.m. and 6:00 a.m.

Duties:

- 2.1. Perform Basic Services: Monday through Friday (5 days/week).
- 2.2. If City Hall is open on Saturday and Sunday, Contractor will be required to clean lower restrooms and lobby areas on Sunday evenings, as directed by Facilities Management.
- 2.3. The lobby floor shall be dusted and wet mopped only. Buffing shall be done once a week.

- 2.4. The following rooms are excluded from this contract: Server Room, UPS Room, Telephone Room, Electrical Panel Rooms, Mechanical Rooms, Vaults (Safe) Rooms, Locked Storage Rooms, Human Resources Office, Community Investment Offices, Cashier's Office, Payroll Supervisor's Office, and Payroll Specialist's Office.
- 2.5. The Contractor will be required to modify or reschedule and/or restrict cleaning activities so as not to disrupt City Council meetings. The Contractor may not conduct cleaning activities in the City Council Chambers, Council Conference Room, and the Staff Conference Room on Tuesdays when Council is in session. The Contractor will be notified in advance by the Site Representative and/or Facilities Superintendent if there are changes to the schedule.
- 2.6. City Hall will not require paper products or cleaning chemicals provided by the Contractor.
- 2.7. Contractor shall notify the Site Representative via email when supply items are running low in order to keep continuity of cleaning schedule.

3. CITY PROSECUTOR'S OFFICE (2ND Floor)

Address: 101 W. Cherry Ave.

Specs: Approx. 50,000 square feet (includes Prosecutor's office).

Hours Available to Render Services: 5:00 p.m. – 6:00 a.m.

Duties:

- 3.1. Staff working at this facility must obtain and pass a background check. Individuals with active cases at the Flagstaff Municipal court are not eligible to clean this facility.
- 3.2. Perform Basic Services: Monday – Friday (seven days/per week); all other services in accordance with the Custodial Services – Proposal and Frequency Form.

4. DOWNTOWN LIBRARY

Address: 300 W. Aspen Ave.

Specs: Approx. 34,000 square feet.

Hours Available to Render Services:

Between 9:00 p.m. and 8:00 a.m. Monday – Thursday.

Between 6:00 p.m. and 8:00 a.m. Friday – Sunday.

Duties:

- 4.1. Perform Basic Services: Monday through Friday (7 days/week).
- 4.2. Restrooms shall be scheduled for a second cleaning, shift two, between the hours of 12:30 p.m. and 3:00 p.m. Requires on-call day porter services as needed.
- 4.3. Wipe down Privacy on Demand (POD) and vacuum floor as needed.

- 4.4. Clean staff stairway into underground garage as needed (~1x weekly).
- 4.5. Wipe down outside benches in the courtyard entrance area (weather-permitting).
- 4.6. **For Security Purposes, Contractor will not have access to the IT department in the Downtown Library and are not responsible for cleaning this secured area.
- 4.7. **RECEPTACLE LOCATION: Waste and recycling bins are often placed in locations to encourage the proper disposal of materials. Receptacles are to be returned to original location and/or location indicated on the facility map, if provided. This includes all interior bins and the TWO exterior bins in the front of the facility on the Library Plaza.

5. EAST FLAGSTAFF LIBRARY

Address: 3000 N. Fourth Street, Suite 5.

Specs: Approx. 11,000 square feet.

Hours Available to Render Services:

Between 9:00 p.m. and 8:00 a.m. Monday – Thursday.

Between 6:00 p.m. and 8:00 a.m. Friday – Sunday.

Duties:

- 5.1. Perform Basic Services: Monday through Sunday (7 days/week).
- 5.2. Restrooms shall be scheduled for a second cleaning, shift two, between the hours of 12:30 p.m. and 3:00 p.m. Requires on-call day porter services as needed.
- 5.3. Dust and sanitize all bookshelves in main library area which are 5' tall or under, weekly.

6. FLAGSTAFF AQUAPLEX

Address: 1702 N. 4th St.

Specs: Approx. 41,000 square feet.

Hours Available to Render Services:

Between 10:00 p.m. and 6:00 a.m. Monday – Friday.

Between 9:00 p.m. and 6:00 a.m. Saturday.

Duties:

- 6.1. Perform Basic Services: 6 days/week, 311 days a year, closed on Sundays, Thanksgiving day, and Christmas day. Requires on-call day porter services as needed.
- 6.2. Contractor must coordinate with facility staff, as private facility rentals may require later cleaning hours or changes in daily duties based on rental preparations and setup.
- 6.3. The following areas of the facility are to be cleaned:

Grand Gallery

Front Desk
Game Room
Climbing Wall area
Lounge area

Gallery Restrooms

Community Meeting Room

Large Room
Room divider
Kitchen

Babysitting

Main room
Restroom

Administrative Area

Community Events area
Hallways & Common area
Staff Break Room
Offices

Main Floor Hallways

Gallery to Gym
Aquatic area to west back door

Locker Rooms

Women's Locker Room
Men's Locker Room
Cabanas (6)
Aquatic Hallways

Gym

Fitness Floor

Indoor Track
Fitness Overlook
Exercise area (excluding equipment)
The Movement Studio (aerobic room)

- 6.4. Contractor is not responsible for cleaning the aquatic area of the facility, recreation supply storage closets, the Maintenance room, the Telecom room, or the interior Counting room.
- 6.5. Contractor is not responsible for cleaning soft-lined items in the Babysitting room.
- 6.6. The Administrative offices only shall be cleaned Monday through Friday. All remaining Administrative areas are to be cleaned as stated on the Custodial Services – Proposal and Frequency Form.
- 6.7. Custodial closets will be shared with facility staff, which will be performing minor cleaning and maintenance throughout the open hours of operation. All products must be labeled with proper documentation for all.
- 6.8. This facility will be used by infants, children, and youth, who may be present during scheduled cleaning hours. The Contractor is responsible for maintaining up to date background checks and fingerprint information on his/her employees. Background checks and fingerprints will reside with the Contractor; however, the City reserves the right to conduct further background checks should the need arise.

6.9. Flooring shall be cleaned per industry standards. The approximate square footage of the flooring type(s) is as follows:

<u>FLOOR TYPE</u>	<u>ROOMS</u>	<u>APPROX SQ. FOOTAGE</u>
Carpet	Offices, Gallery, Fitness Halls	11,300
Epoxy Flooring	Locker Rooms, Cabanas	3,000
Linoleum	Party Room, Babysitting	900
Rubber	Gym, Track, Free Weights, Climbing Wall	13,000
Tile	Restrooms, Gallery, Elevator	5,500
VCT	Storage Rooms	1,800
Wood	Aerobics and The Movement Studio	3,300
Not in Contract	Pool, Mechanical, Electrical, Phone Rms	12,600

7. HAZARDOUS PRODUCTS CENTER

Address: 6770 E. Landfill Rd.

Specs: Approx. 1,000 square feet (office and bathroom portion only).

Hours Available to Render Services: Between 9:00 a.m. – 3:00 p.m. HPC may be locked, and an onsite operations team member may provide access upon arrival during the below listed days and hours.

Duties:

7.1. Perform Basic Services: One day/per week -- Monday, Wednesday, or Friday.

7.2. Facility warehouse area will not be cleaned by custodial services; bathroom, and office area only.

8. Mogollon Building (Sustainability)

Address: 419 N. Mogollon.

Specs: Approx. 2,838 square feet.

Hours Available to Render Services:

Between 8:00 p.m. and 8:00 a.m. Monday – Thursday.

Between 6:00 p.m. and 8:00 a.m. Friday – Sunday.

Duties:

8.1. Perform Basic Services: Monday through Sunday (2 days/week) a minimum of every other day.

8.2. Sanitize restrooms.

8.3. Dust and sanitize surfaces.

8.4. Clean glass of entry way.

9. MUNICIPAL COURT

Address: 101 W. Cherry Ave.

Specs: Approx. 50,000 square feet (includes Prosecutor's office).

Hours Available to Render Services: 5:00 p.m. – 6:00 a.m.

Duties:

- 9.1. Staff working at this facility must obtain and pass a background check. Individuals with active cases at the Flagstaff Municipal court are not eligible to clean this facility.
- 9.2. Perform Basic Services: Monday – Friday (five days/per week); all other services in accordance with the Custodial Services – Proposal and Frequency Form.
- 9.3. The following areas of the facility are to be cleaned as according to the Custodial Services – Proposal and Frequency Form: Stairwells, Main Lobby, Courtrooms 1-5, employee lunchroom, holding cells & restrooms, visitation rooms, hallways, etc.

10. RIO DE FLAG – Operations Building

Address: 600 Babbitt Way.

Specs: 1 office – 200 sq. ft. and the Atrium (conference room) at 680 sq. ft.

Hours Available to Render Services: Between 9:00 a.m. – 3:00 p.m. Office location may be locked; an onsite operations team member may provide access upon arrival during the below listed days and hours.

Duties:

- 10.1. Three days/per week -- Monday, Wednesday, and Friday.
- 10.2. SCADA and server rooms will not be accessed by custodial staff. These rooms will be labelled by water services staff.
- 10.3 Building accessed via key fob.
- 10.4 Custodial closet with charging capability available.

11. U. S. Geological Survey (USGS)

Address: 2255 N. Gemini Dr.

Specs and Hours Available to Render Services:

- USGS BUILDING 3: Approximately 15,653 square feet. Between 5:00 p.m. and 6:00 a.m. Clean Monday through Friday.
- USGS BUILDING 4: Approximately 29,970 square feet. Between 5:00 p.m. and 6:00 a.m. Clean Monday through Friday.
- USGS BUILDING 5: Approximately 11,250 square feet. Between 5:00 p.m. and 6:00 a.m. Clean Monday through Friday.
- USGS BUILDING 6: Approximately 27,940 square feet. Between 5:00 p.m. and 6:00 a.m. Clean Monday through Friday.

Duties:

- 11.1. Perform Basic Services: These are secure facilities and will require security access to the facility. USGS will provide the contractor key FOB access to each building.
- 11.2. There is training which City Staff shall provide to the Contractor regarding the requirements on the access of their employees into and working around the USGS Campus.
- 11.3. All employees of Contractor working on USGS facilities may be required to undergo a background check per the Department of Homeland Security.
- 11.4. Contractor will be responsible for maintaining up to date background checks on his/her employees. Background checks will reside with the Contractor; the City reserves the right to conduct further background checks should the need arise.
- 11.5. Contractor is responsible for the purchase of cleaning products and paper products for this facility. All costs will be reimbursed monthly with receipt attached.

12. Wildcat Hill Water Treatment Facility (Operations and Maintenance)

Address: 2800 N. El. Paso Flag Rd.

Specs: Approx. 507 sq. ft – 3 offices, 2 upstairs, 1 downstairs, and a conference room at 250 sq. ft.

Hours Available to Render Services: Between 9am - 3pm. Office location may be locked and a key may need to be provided. However, an onsite operations team member can provide access upon arrival during the above listed days and hours.

Duties:

- 12.1 Perform Basic Services: Three times/ week – Monday, Wednesday, Friday
- 12.2 SCADA and server rooms will not be accessed by custodial staff. These rooms will be labelled by water services staff.
- 12.3 Building accessed via key fob.
- 12.4 Custodial closet with charging capability available

EXHIBIT A.3

**PROPOSAL AND FREQUENCY FORM
(Attached)**

Solicitation for: Custodial Services RFP#2024-26
Closing Date and Time: January 19, 2023 at 3:00pm

PINNACLE

— BUILDING SERVICES —

Request for Proposal

CONTACT INFO

-  Fady Ebeid, CEO
-  (818) 356-5046
-  fady@pinnacleflag.com
-  2202 N 1st,
Flagstaff, AZ 86004
-  Available 24/7

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CITY HALL

Minimum # of staff
required for each
visit: **4**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas	X			
Spot clean carpet (as needed or as found)	X			
Floors/Non-Carpeted				
Dry Mop	X			
Wet Mop	X			
Concrete Stair Wells				
Concrete stair wells, sweep/mop			X	
Concrete stair wells, pick up large debris	X			
Doors				
Clean all glass doors and side glasses	X			
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
Stairs, Stair Landing, Walks & Hallways				
Sweep or vacuum (if carpeted)	X			
Wet Mop			X	
Vents - Exhaust Dust			X	
Handrails Stairs and Bridge to Restrooms - Disinfect, spray and wipe all wood handrails	X			
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect	X			
Payphone Area and Elevator				
Disinfect and clean all buttons and handicap buttons (spray and wipe)	X			
Wet Mop	X			
File Cabinets and Card Files - Dust			X	
Water Fountains - Clean and Disinfect	X			
Wastebaskets - Empty (change liners as needed)	X			
Trash & Recycle Containers				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices	X			
Dusting - High dusting (6ft to 20 ft)			X	
Dusting - Low dust (to 6 foot height)			X	

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CITY HALL

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Rest Rooms				
Clean floor drain cover add deodorizer	X			
Clean and sanitize stalls, commodes and urinals	X			
Clean mirrors and shelves	X			
Wash urinals, walls surrounding urinal & toilet partitions	X			
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect	X			
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures	X			
Clean walls			X	
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container			X	
Treat all floor drains - 1 gallon of water and disinfect	X			
Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways				
Sand Urns - Empty	X			
Refrigerator - Clean exterior (damp cloth)			X	
Clean chairs with damp cloth			X	
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Clean sinks	X			
Damp clean exterior of trash container			X	
Floors, mop and disinfect	X			
Microwave & Toasters				
Clean Interior and Exterior	X			
TOTAL BASIC SERVICES				\$6,430.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CITY HALL

10		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	X	\$70.00
Doors - Clean all non-glass doors & door jams	X	\$60.00
Clean all office glass panels next to doors	X	\$55.00
Dusting (Spray and Wipe)		
Windows - Blinds	X	\$60.00
Vents/Exhaust	X	\$40.00
High dust (above 6 feet to 20 feet)	X	\$60.00
Remove all cobwebs	X	\$40.00
Floor Mats - Wash	X	\$50.00
Rest Rooms		\$50.00
Disinfect and clean all walls	X	
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	X	\$40.00
TOTAL MONTHLY SERVICES		\$525.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$6,430.00	10	\$77,160.00
Monthly Services	12-MONTHS - Times 12	\$525.00	20	\$6,300.00
TOTAL ANNUAL CONTRACT AMOUNT				\$83,460.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CITY HALL

AS REQUESTED SERVICES		
		LUMP SUM
Windows - Interior and Exterior		\$26.50 per man hour
Doors Oil all non-glass doors		\$26.50 per man hour
Dusting All exposed beams		\$26.50 per man hour
Refrigerator - Defrost and clean		\$26.50 per man hour
Floors/Non-Carpeted Weekly Buffing	X	.45 per a square ft
Strip, Wax and Buff - Note: This does not apply to the wood floor in the lobby of City Hall		.45 per a square ft
Cement floors, strip and seal		\$26.50 per man hour
Lights - Clean (wash fixtures & bulbs)		\$26.50 per man hour
Floors/Carpeted Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas Clean and dust		\$26.50 per man hour
Windows Interior		\$1,115.00
Exterior		\$2,350.00
Sofas, Chairs, office chairs, Council Chambers & Conference areas -		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CITY HALL

<p>Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p>\$26.50 per man hour</p>
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**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MILLIGAN HOUSE

Minimum # of staff
required for each

visit: Determined by
Contractor

BASIC SERVICES	FREQUENCY		
	PER DAY	WEEKLY	LUMP SUM
Floors/Carpeted			
Vacuum all carpet (under desks, tables, chairs)	X		
Remove debris and vacuum traffic areas	X		
Spot clean carpet (as requested)	X		
Floors/Non-Carpeted			
Dry Mop	X		
Wet Mop	X		
Concrete stair wells, sweep/mop (as requested)	X		
Doors			
Clean all glass doors and entrance side glasses	X		
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X	
Stairs & Exterior Walks			
Vacuum	X		
Wet Mop		X	
Vents - Exhaust		X	
Sofas, Chairs, office chairs & Conference areas			
Vacuum upholstery		X	
Tables - Clean	X		
File Cabinets and Card Files - Dust	X		
Wastebaskets - Empty (change liners as needed)	X		
Trash & Recycle Containers			
Empty (change liner as needed)	X		
Ledges and Counter Tops - Damp clean and polish	X		
Dusting - Low dust (to 6 foot height)		X	
Rest Rooms			
Clean floor drain cover		X	
Clean and sanitize stalls, commodes and urinals	X		
Clean mirrors and shelves	X		
Wash urinals, walls surrounding urinal & toilet partitions	X		
Clean sinks and chrome, fill soap dispensers	X		
Clean and fill napkin disposal and change liner	X		
Wet mop and disinfect	X		
Fill toilet paper dispenser	X		
Spot clean walls, pipe fixtures	X		
Clean walls		X	
Empty trash containers	X		
Damp clean exterior of trash container	X		
Treat all floor drains - 1 gallon of water and disinfect	X		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MILLIGAN HOUSE

BASIC SERVICES	FREQUENCY		
	PER DAY	WEEKLY	LUMP SUM
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies and Hallways			
Refrigerator - Clean exterior (damp cloth)		X	
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth)	X		
Vacuum carpet thoroughly	X		
Clean sinks	X		
Damp clean exterior of trash container	X		
Floors, mop and disinfect	X		
Microwave			
Exterior	X		
Interior		X	
Outside Foyer - Dry Mop		X	
TOTAL BASIC SERVICES			\$580.00

MONTHLY SERVICES	FREQUENCY	
	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$19.00
Clean all glass panels next to doors	X	\$8.00
Dusting		
Windows - Blinds	X	\$32.00
Vents/Exhaust	X	\$8.00
Book and Magazine Shelves	X	\$8.00
High dust (above 6 feet)	X	\$17.00
Remove all cobwebs	X	\$8.00
Rest Rooms		
Disinfect walls	X	\$24.00
TOTAL MONTHLY SERVICES		\$124.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$580.00	2	\$6,960.00
	12-MONTHS - Times 12	\$124.00	7	\$1,488.00
TOTAL ANNUAL CONTRACT AMOUNT				\$8,448.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MILLIGAN HOUSE

AS REQUESTED SERVICES		
Windows		
Interior		\$140.00
Exterior		\$170.00
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
Doors		
Oil all non-glass doors		\$16.00
Dusting		
Beams		\$8.00
Refrigerator - Defrost and clean		\$70.00
Floors/Non-Carpeted		
Strip, Wax and Buff		45 cents a square fett
Cement floors, strip and seal		45 cents a square fett
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

LIBRARY

Minimum # of staff required

for each visit: **3**

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	SEMI-WEEKLY	WEEKLY	
Floors/Carpeted				
Vacuum all carpet (under desks, tables, chairs)		X		
Remove debris and vacuum traffic areas	X			
Floor/Non-Carpeted				
Dry Mop	X			
Wet Mop	X			
Concrete stair wells, sweep/mop		X		
Doors				
Clean all glass doors to include emergency exits, (inside and outside)	X			
Clean all glass panels next to doors	X			
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
Stairs, Stair Landings, Exterior Walks (all pathways and loading docks)				
Sweep or vacuum 10 ft. from entrance drs.	X			
Wet Mop Interior paths			X	
Sofas, Chairs, office chairs & Program areas - Clean and Dust				
Vacuum upholstery - Public Area			X	
Tables - Clean	X			
File Cabinets and Card Files - Dust		X		
Water Fountains - Clean and Disinfect	X			
Trash & Recycle Containers				
Empty (change liners as needed)	X			
Empty pencil sharpeners			X	
Book and Magazine Shelves - Dust			X	
Display Case Glass - Clean	X			
Ledges, Counters and Circulation Desks				
Clean and polish	X			
Lockers - Clean (damp cloth)			X	
Dusting - Low dust (to 6 foot height)			X	
Rest Rooms				
Remove waterless urinal cartridges and clean			X	
Clean floor drain cover			X	
Clean and sanitize stalls, commodes and urinals	1,2			
Clean mirrors	1,2			

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

LIBRARY

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	SEMI- WEEKLY	WEEKLY	
Wash urinals, walls surrounding urinal & toilet partitions	1,2			
Clean sinks and fixtures, fill soap dispensers	1,2			
Clean and fill napkin disposal and change liner	1,2			
Wet mop and disinfect	1,2			
Fill toilet paper dispenser	1,2			
Spot clean walls, pipe fixtures	1,2			
Clean walls			X	
Empty trash containers and change liners	1,2			
Fill and damp clean seat cover dispenser	1,2			
Damp clean exterior of trash container	1,2			
Clean all kick plates & door fixtures	1,2			
Treat all floor drains - 1 gallon of water and disinfect (not bleach)	1,2			
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies and Hallways				
Clean chairs with damp cloth			X	
Empty Wastebaskets and change liners	X			
Clean ledges and counter tops (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Clean sinks	X			
Damp clean exterior of trash container	X			
Microwave				
Exterior	X			
Interior			X	
Refrigerators (wipe down outside)			X	
TOTAL BASIC SERVICES				\$4,980.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

LIBRARY

MONTHLY SERVICES	FREQUENCY	
	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$60.00
Clean all glass panels next to doors and metal framing	X	\$55.00
Dusting		
Blinds(dusting not cleaning)	X	\$55.00
Vents/Exhaust	X	\$32.00
High dust (above 6 feet)	X	\$55.00
Remove all cobwebs	X	\$35.00
Floor Mats - Wash	X	\$50.00
Payphones - Clean and disinfect	X	\$15.00
Rest Rooms		
Disinfect walls	X	\$40.00
TOTAL MONTHLY SERVICES		\$397.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$4,980.00	5.5	\$59,760.00
Monthly Services	12-MONTHS - Times 12	\$397.00	14	\$4,764.00
TOTAL ANNUAL CONTRACT AMOUNT				\$64,524.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

LIBRARY

AS REQUESTED SERVICES		
Ledges and Counter tops - polish with		\$26.5 per man hour
Windows		
Interior		\$2,700.00
Exterior (Screens removed for cleaning)		\$3,200.00
Doors		
Oil all non-glass doors		\$26.5 per man hour
Dusting		
Beams		\$26.5 per man hour
Refrigerator - Clean		\$26.5 per man hour
Floors/Non-Carpeted		
Wet clean all ceiling fan blades and fixtures		\$26.5 per man hour
Lights - Dust all light fixtures		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.5 per man hour
Emergency Service Call - for example: Restroom Cleanup/ physical issues		\$60 per man hour
Desks - Cleaning/Waxing of desks		\$26.5 per man hour
Walls - Spot clean		\$26.5 per man hour
Dusting IT area - (we prep it)		\$26.5 per man hour
Wet Mop, Spray and buff		\$26.5 per man hour
Chairs and Sofas - Vacuum upholstery staff area		\$26.5 per man hour
Garage and Loading Dock - Approximately 14, 000 square feet. Hosing of underground parking area. City to provide clear drain.		\$45 per man hour
CARPET CLEANING/SHAMPOOING		
Shampoo - Note: The shampooing of furniture/carpets will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		20 cents a square ft

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

EAST BRANCH LIBRARY

Minimum # of staff required for each visit: 2	FREQUENCY			LUMP SUM
	DAILY	SEMI-WEEKLY	WEEKLY	
BASIC SERVICES				
Floors/Carpeted				
Vacuum all carpet (under desks, tables, chairs)		X		
Remove debris and vacuum traffic areas	X			
Floor/Non-Carpeted (bathrooms and entry)				
Dry Mop	X			
Wet Mop	X			
Concrete stair wells, sweep/mop		X		
Doors				
Clean all glass doors to include emergency exits, (inside and outside)	X			
Clean all glass panels next to doors	X			
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
Exterior Walks (all pathways)				
Sweep or vacuum 10 ft. from entrance drs.	X			
Wet Mop Interior paths			X	
Sofas, Chairs, office chairs & Program areas - Clean and Dust				
Vacuum upholstery - Public Area			X	
Tables - Clean and polish glass	X			
File Cabinets and Card Files - Dust		X		
Water Fountains - Clean and Disinfect	X			
Trash & Recycle Containers				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices	X			
Empty pencil sharpeners			X	
Book and Magazine Shelves - Dust in			X	
Display Case Glass - Clean	X			
Ledges, Counters and Circulation Desks	X			
Lockers in Teen Room - Clean (damp cloth)			X	
Dusting - Low dust (to 6 foot height)			X	
Rest Rooms				
Remove waterless urinal cartridges and clean			X	
Clean floor drain cover			X	
Clean and sanitize stalls, commodes and urinals	X			
Clean mirrors	X			

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

EAST BRANCH LIBRARY

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	SEMI-WEEKLY	WEEKLY	
Wash urinals, walls surrounding urinal & Clean sinks and fixtures, fill soap	X			
Clean and fill napkin disposal and change	X			
Wet mop and disinfect	X			
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures	X			
Clean walls, removing graffiti or report to Library Manager	X			
Empty trash containers and change liners	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container	X			
Clean all kick plates & door fixtures	X			
Treat all floor drains - 1 gallon of water and	X			
Employee Lunchrooms, Kitchens,				
Clean chairs with damp cloth			X	
Empty Wastebaskets and change liners	X			
Clean ledges and counter tops (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Clean sinks	X			
Damp clean exterior of trash container	X			
Exterior (Trash container)	X			
Interior (Trash container)			X	
Refrigerators (wipe down outside)			X	
TOTAL BASIC SERVICES				\$2,450.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$10.00
metal framing	X		\$12.00
Dusting			
Blinds(dusting not cleaning)	X		\$25.00
Vents/Exhaust	X		\$20.00
High dust (above 6 feet)	X		\$50.00
Remove all cobwebs	X		\$40.00
Floor Mats - Wash	X		\$25.00
Rest Rooms			
Disinfect walls	X		\$25.00
TOTAL MONTHLY SERVICES			\$207.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

EAST BRANCH LIBRARY

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$2,450.00	3	\$29,400.00
Monthly Services	12-MONTHS - Times 12	\$207.00	4	\$2,484.00
TOTAL ANNUAL CONTRACT AMOUNT				\$31,884.00

AS REQUESTED SERVICES		
Ledges and Counter tops - polish with good wood oil		\$26.50 per man hour
Windows		
Interior		\$120.00
Exterior		\$135.00
Doors		
Oil all non-glass doors		\$110.00
Dusting		
Florescent Light Fixtures		\$26.50 per man hour
Refrigerator - Clean		\$26.50 per man hour
Floors/Non-Carpeted		
Wet clean all ceiling fan blades and fixtures		\$26.50 per man hour
Lights - Dust all light fixtures		\$26.50 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Emergency Service Call - for example: Restroom Cleanup/ physical issues		\$60 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Wet Mop, Spray and buff		\$26.50 per man hour
Chairs and Sofas - Vacuum upholstery staff area		\$26.50 per man hour
CARPET CLEANING/SHAMPOOING		
Shampoo - Note: The shampooing of furniture/carpets will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

VISITORS CENTER

Minimum # of staff required for each visit: Determined by Contractor				
BASIC SERVICES	FREQUENCY TASK LIST			LUMP SUM
	SEMI-DAILY	WEEKLY	WEEKLY	
Floors/Carpets				
<i>Racking pulled away from the walls to complete the following:</i>				
Sweep/Wet mop	X			
Remove gum, tar, etc.	X			
Remove debris	X			
Vacuum all carpet (under desk, tables, chairs, etc.)	X			
Spot clean carpets	X			
Doors				
Glass cleaned	X			
Chrome handbars and kick panels shined	X			
Spot clean non-glass portions of doors & jams inside and out	X			
Windows, Interior				
Wipe window sills			X	
Walls				
Spot clean to remove handprints and smudges	X			
Spot clean baseboards	X			
Water Fountains/Payphones				
Clean and disinfect	X			
Ledges, Lobby Tables, and Counter Tops				
Damp clean and polish		X		
Dust brochure displays			X	
Retail will be stocked and cleaned by VC staff, retail cabinetry will be cleaned and polished by Custodial staff.			X	
Chairs				
Lobby plastic chairs and legs wiped down with wet rag		X		
Cloth chairs and benches vacuumed and legs wiped down			X	
Trash & Recycle Containers				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices	X			

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

VISITORS CENTER

Wipe and disinfect - trash containers (recycling containers as needed)	X	
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**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

VISITORS CENTER

FREQUENCY TASK LIST			
BASIC SERVICES	SEMI-		LUMP SUM
	DAILY	WEEKLY	
Break room			
Microwave, exterior, interior cleaned		X	
Refrigerator cleaned on outside only with damp cloth		X	
Coffee maker cleaned		X	
Counter wiped	X		
Sink scrubbed			X
Cupboard doors and handles wiped down			X
Floor thoroughly vacuumed	X		
Wastebaskets and trash containers emptied, new liner as needed	2		
Exterior of wastebaskets and trash containers wiped down	X		
Restrooms			
Clean and sanitize toilets, and urinals	2		
Wash walls surrounding urinal and toilets	2		
Wash and sanitize stalls inside and out			X
Wet mop and disinfect	2		
Clean mirrors and shelves	2		
Scrub and sanitize sink and countertops	2		
Wipe down and shine hand dryer	2		
Shine chrome	2		
Fill and wipe down soap dispensers	2		
Fill and wipe down toilet paper dispenser	2		
Fill and wipe down sanitary seat cover dispensers	2		
Wastebaskets and trash containers emptied; liner changed as needed	2		
Exterior of wastebaskets and trash containers wiped down	2		
Wipe down window sills	X		
Spot clean walls and exposed pipes	X		
Clean exhaust vents			X

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

VISITORS CENTER

BASIC SERVICES	FREQUENCY TASK LIST			LUMP SUM
	DAILY	WEEKLY	WEEKLY	
Office Area				
Wipe down filing cabinets			X	
Wipe clean all telephones/sanitize ear and mouthpieces	X			
Vacuum thoroughly	X			
Wastebaskets and trash containers emptied; liner changed as needed	X			
Exterior of wastebaskets and trash containers wiped down	X			
Dusting				
Remove all cobwebs			X	
Outside Perimeter				
Within 20-feet of building parameter ensure trash and cigarette butts are disposed of	X			
Sweep within 10-feet of building parameter	X			
Wipe down benches	X			
Trash Containers, Exterior				
Remove cigarette butts from urns	2			
Wastebaskets and trash containers emptied; liner changed as needed	X			
Exterior of wastebaskets and trash containers wiped down	X			
Doors Exterior (including side glass panels)				
Glass cleaned inside and out	X			
Door frames wiped down	X			
Metal plates and kick plates shined with no streaks	X			
Clean door sills	X			
Windows, Exterior			X	
Wash window sills			X	
TOTAL BASIC SERVICES				\$4,210.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

VISITORS CENTER

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$4,210.00	4.25	\$50,520.00
AMOUNT				\$50,520.00
AS REQUESTED SERVICES				
				LUMP SUM
Windows, Interior				
Wash low windows				\$240.00
Dust blinds				\$30.00
Walls - Scrub baseboards				
				\$26.50 per man hour
Dusting				
Pictures				\$26.50 per man hour
Windows, Exterior				
Wash low windows				\$300.00
Windows, Interior and Exterior				
Wash high windows				\$900.00
Lights and Ceiling Fans				
Dust ceiling lighting and fans				\$26.50 per man hour
Dusting				
High dusting (over 6-feet)				\$26.50 per man hour
Chairs				
Cloth Chairs steam cleaned				\$26.50 per man hour
Floors - High pressure steam				\$1,500
Outside Perimeter				
Power spray walkway along the front side of building				\$600

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

ParkFlag Office

**Minimum # of staff required
for each visit: Determined
by Contractor**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	E E	
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)	X				
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
Floors/Non-Carpeted					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)	X				
Doors					
Clean all glass doors and entrance side glasses				X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
Stairs, Stair Landing, Elevator & Exterior Walks					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
Vents - Exhaust				X	
Sofas, Chairs, office chairs & Conference areas					
Vacuum upholstery	X				
Tables - Clean	X				
File Cabinets and Card Files - Dust	X				
Water Fountains - Clean and Disinfect	X				
Wastebaskets - Empty (change liners as needed)	X				
Trash & Recycle Containers Empty (change liners as needed)	X				
Ledges and Counter Tops - Damp clean and polish	X				
Dusting - Low dust (to 6 foot height)	X				
Patio - Sweep	X				
Rest Rooms					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

ParkFlag Office

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	E E	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty		X			
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
Microwave					
Exterior			X		
Interior			X		
TOTAL BASIC SERVICES					\$680.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$14.00
Clean all glass panels next to doors	X		\$8.00
Dusting			
Windows - Blinds	X		\$25.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
Rest Rooms			
Disinfect walls	X		\$24.00
TOTAL MONTHLY SERVICES			\$112.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

ParkFlag Office

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$680.00	2	#####	
Monthly Services	12-MONTHS - Times 12	\$112.00	5	#####	
TOTAL ANNUAL CONTRACT AMOUNT				#####	

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$140.00
Exterior		\$170.00
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square fett
Cement floors, strip and seal		
Doors		\$8.00
Oil all non-glass doors		\$70.00
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS INCUBATOR**

Minimum # of staff required
for each visit: **2**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)	X				
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
Floors/Non-Carpeted					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)	X				
Doors					
Clean all glass doors and entrance side glasses				X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
Stairs, Stair Landing, Elevator & Exterior Walks					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
Vents - Exhaust				X	
Sofas, Chairs, office chairs & Conference areas					
Vacuum upholstery	X				
Tables - Clean	X				
File Cabinets and Card Files - Dust	X				
Water Fountains - Clean and Disinfect	X				
Wastebaskets - Empty (change liners as needed)	X				
Trash & Recycle Containers Empty (change liners as needed)	X				
Ledges and Counter Tops - Damp clean and polish	X				
Dusting - Low dust (to 6 foot height)	X				
Patio - Sweep	X				
Rest Rooms					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS INCUBATOR**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty		X			
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
Microwave					
Exterior			X		
Interior			X		
TOTAL BASIC SERVICES					\$1,600.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$19.00
Clean all glass panels next to doors	X		\$8.00
Dusting			
Windows - Blinds	X		\$32.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
Rest Rooms			
Disinfect walls	X		\$24.00
TOTAL MONTHLY SERVICES			\$124.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS INCUBATOR**

COST SUMMARY					
				ESTIMATE D HOURS PER SERVICE	EXTEN DED PRICE
SERVICE	FREQUENCY	UNIT COST	UNIT COST	D HOURS PER SERVICE	EXTEN DED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$1,600.00	2	#####
Monthly Services	12-MONTHS - Times 12		\$124.00	6	#####
TOTAL ANNUAL CONTRACT AMOUNT					#####

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		cents per square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		5 cents a square foot
Cement floors, strip and seal		5 cents a square foot
Doors		
Oil all non-glass doors		\$26.50 per man hour
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$16.00
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS ACCELERATOR**

Minimum # of staff required
for each visit: **2**

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	
Floors/Carpeted				
Vacuum all carpet (under desks, tables, chairs)	X			
Remove debris and vacuum traffic areas	X			
Spot clean carpet (as requested)	X			
Floors/Non-Carpeted				
Dry Mop	X			
Wet Mop	X			
Concrete stair wells, sweep/mop (as requested)	X			
Doors				
Clean all glass doors and entrance side glasses			X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
Stairs, Stair Landing, Elevator & Exterior Walks				
Sweep or vacuum (if carpeted)			X	
Wet Mop			X	
Vents - Exhaust			X	
Sofas, Chairs, office chairs & Conference areas				
Vacuum upholstery	X			
Tables - Clean	X			
File Cabinets and Card Files - Dust	X			
Water Fountains - Clean and Disinfect	X			
Wastebaskets - Empty (change liners as needed)	X			
Trash & Recycle Containers Empty (change liners as needed)	X			
Ledges and Counter Tops - Damp clean and polish	X			
Dusting - Low dust (to 6 foot height)	X			
Patio - Sweep	X			
Rest Rooms				
Clean floor drain cover	X			
Clean and sanitize stalls, commodes and urinals	X			
Clean mirrors and shelves	X			
Wash urinals, walls surrounding urinal & toilet partitions	X			
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect	X			

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS ACCELERATOR**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty		X			
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
Microwave					
Exterior				X	
Interior				X	
TOTAL BASIC SERVICES					\$2,100.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$25.00
Clean all glass panels next to doors	X		\$12.00
Dusting			
Windows - Blinds	X		\$40.00
Vents/Exhaust	X		\$12.00
Book and Magazine Shelves	X		\$12.00
High dust (above 6 feet)	X		\$24.00
Remove all cobwebs	X		\$12.00
Rest Rooms			
Disinfect walls	X		\$30.00
TOTAL MONTHLY SERVICES			\$167.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS ACCELERATOR**

COST SUMMARY					
SERVICE	FREQUENCY		UNIT COST	ATED HOUR S PER SERVI	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$2,100.00	3	\$25,200.00
Monthly Services	12-MONTHS - Times 12		\$167.00	10	\$2,004.00
TOTAL ANNUAL CONTRACT AMOUNT					\$27,204.00

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		cents per square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Doors		
Oil all non-glass doors		\$26.50 per man hour
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$16.00
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

Minimum # of staff: 5

BASIC SERVICES	FREQUENCY DAILY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted				
Vacuum all carpet (under desks, tables, chairs) Remove debris and vacuum traffic areas Spot clean carpet (as requested)	X	X		
	X			
	X			
Floors/Non-Carpeted				
Dry Mop Wet Mop	X			
Concrete stair wells, sweep/mop (as requested)	X			
	X			
Doors				
Clean all glass doors and entrance side glasses	X			
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
Stairs, Stair Landing, Elevator & Exterior Walks				
Sweep or vacuum (if carpeted) Wet Mop	X			
Vents - Exhaust			X	
			X	
Sofas, Chairs, office chairs & Conference areas				
Vacuum upholstery			X	
Tables - Clean and disinfect	X			
File Cabinets and Card Files - Dust		X		
Water Fountains - Clean and Disinfect	X			
Wastebaskets - Empty (change liners as needed)	X			
Trash & Recycle Containers Empty (change liners as needed)		X		
Ledges and Counter Tops - Damp clean and polish		X		
Dusting - Low dust (to 6 foot height)				
Rest Rooms - Clean floor drain cover	X			
Clean and sanitize stalls, commodes and urinals			X	
Clean mirrors and shelves			X	
Wash urinals, walls surrounding urinal & toilet partitions	X			
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect	X			
	X			
	X			
	X			
FREQUENCY SEMI-				
BASIC SERVICES	DAILY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Spray wax and disinfect Fill toilet paper dispenser			X	
Spot clean walls, pipe fixtures Clean walls	X			
Empty trash containers	X			
Fill and damp clean seat cover dispenser Damp clean exterior of trash container			X	
Treat all floor drains - 1 gallon of water and disinfect	X			
	X			
	X			

Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices			
Sand Urns - empty		X	
Refrigerator - Clean exterior (damp cloth) Clean chairs with damp cloth			X
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth) Clean tables	X		
Vacuum carpet thoroughly Clean sinks	X		
Damp clean exterior of trash container Floors, mop and disinfect	X		
Microwave - Clean Exterior	X		
Interior	X		
	X		
			X
TOTAL BASIC SERVICES			\$11,040.00
FREQUENCY			
MONTHLY SERVICES	MONTHLY	LUMP SUM	
Doors			
Clean all non-glass doors & door jams Clean all glass panels next to doors	X		\$125.00
	X		\$125.00
Dusting			
Windows - Blinds Vents/Exhaust	X		\$160.00
Book and Magazine Shelves High dust (above 6 feet)	X		\$140.00
Remove all cobwebs	X		\$60.00
	X		\$150.00
	X		\$40.00
Rest Rooms			
Disinfect walls	X		\$140.00
TOTAL MONTHLY SERVICES			\$940.00
COST SUMMARY			
ESTIMATED HOURS PER			
SERVICE	FREQUENCY	UNIT COST	SERVICE EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly) Monthly Services	MONTHS - Times 12	\$11,040.00	19 \$132,480.00
	12-MONTHS - Times 12	\$940.00	36 \$11,280.00
TOTAL ANNUAL CONTRACT AMOUNT			\$143,760.00
AS REQUESTED SERVICES			
			LUMP SUM
Windows			
Interior Exterior			\$210
			\$240
Sofas, Chairs, office chairs & Conference areas			

Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Floors/Non-Carpeted		
Strip, Wax and Buff		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Doors		
Oil all non-glass doors		\$26.50 per man hour
Dusting		
Beams		\$26.50 per man hour
Refrigerator - Defrost and clean		16 per refridgerator
Lights - Clean (wash fixtures & bulbs)		\$26.50 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CINDER LAKE LANDFILL ADMIN BUILDING

Minimum # of staff
required for each
visit: Determined by
Contractor

BASIC SERVICES	FREQUENCY		LUMP SUM
	SEMI-WEEKLY	WEEKLY	
Floors/Non-Carpeted			
Dry and Wet Mop		X	
Floors/Carpeted			
Vacuum		X	
Tables - Clean & Disinfect		X	
File Cabinets and Card Files - Dust/Disinfect		X	
Wastebaskets - Empty (change liners as needed)		X	
Trash & Recycle Containers Empty (change liners as needed)		X	
Ledges and Counter Tops - Damp clean and polish		X	
Rest Rooms			
Clean and sanitize stalls, commodes and urinals		X	
Clean mirrors and shelves		X	
Wash urinals, walls surrounding urinal & toilet partitions		X	
Clean sinks and chrome, fill soap dispensers		X	
Clean and fill napkin disposal and change liner		X	
Wet mop and disinfect		X	
Fill toilet paper dispenser		X	
Spot clean walls, pipe fixtures		X	
Clean walls		X	
Empty trash containers		X	
Damp clean exterior of trash container		X	
Floors, mop and disinfect		X	
TOTAL BASIC SERVICES			\$420.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Floors/Non-Carpeted			
High speed polish all tile floors	X		\$35.00
TOTAL MONTHLY SERVICES			\$35.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

CINDER LAKE LANDFILL ADMIN BUILDING

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$420.00	2	\$5,040.00
Monthly Services	12-MONTHS - Times 12	\$45.00	2	\$540.00
TOTAL ANNUAL CONTRACT AMOUNT				\$5,580.00
AS REQUESTED SERVICES				
Floors/Carpeted				
Shampoo				.22 per square ft
Desks - Cleaning/Waxing of desks				\$26.50 per man hour
Windows - Interior				\$26.50 per man hour
Exterior				\$26.50 per man hour
Floors/Non-Carpeted				
Strip, Wax and Buff (2-coats Sealer, 4-coats Wax)				.45 per square ft
Walls - Spot clean				\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas				
Clean and dust				\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Minimum # of staff required
for each visit: Determined
by Contractor

Water Services Shop East Side

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY WEEKLY	
Floors/Carpeted				
Vacuum all carpet (under desks, tables, chairs)			X	
Remove debris and vacuum traffic areas		X		
Spot clean carpet (as requested)		X		
Floors/Non-Carpeted				
Dry Mop			X	
Wet Mop			X	
Concrete stair wells, sweep/mop (as requested)				
Doors				
Clean all glass doors and entrance side glasses			X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
Stairs, Stair Landing, Elevator & Exterior Walks				
Sweep or vacuum (if carpeted)			X	
Wet Mop			X	
Vents - Exhaust			X	
Sofas, Chairs, office chairs & Conference areas				
Vacuum upholstery		X		
Tables - Clean		X		
File Cabinets and Card Files - Dust		X		
Water Fountains - Clean and Disinfect		X		
Wastebaskets - Empty (change liners as needed)		X		
Trash & Recycle Containers		X		
Empty (change liners as needed)		X		
Ledges and Counter Tops - Damp clean and polish		X		
Dusting - Low dust (to 6 foot height)		X		
Patio - Sweep		X		
Rest Rooms				
Clean floor drain cover		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves		X		
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers		X		
Clean and fill napkin disposal and change liner		X		
Wet mop and disinfect		X		

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Minimum # of staff required
for each visit: Determined
by Contractor

Water Services Shop East Side

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	
Spray wax and disinfect			X	
Fill toilet paper dispenser			X	
Spot clean walls, pipe fixtures				X
Clean walls			X	
Empty trash containers			X	
Fill and damp clean seat cover dispenser			X	
Damp clean exterior of trash container			X	
Treat all floor drains - 1 gallon of water and disinfect				X
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices				
Sand Urns- empty		X		
Refrigerator - Clean exterior (damp cloth)				X
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)		X		
Clean ledges and counter tops (damp cloth)		X		
Clean tables		X		
Vacuum carpet thoroughly		X		
Clean sinks		X		
Damp clean exterior of trash container		X		
Floors, mop and disinfect		X		
Microwave				
Exterior			X	
Interior			X	
TOTAL BASIC SERVICES				\$840.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$25.00
Clean all glass panels next to doors	X		\$12.00
Dusting			
Windows - Blinds	X		\$30.00
Vents/Exhaust	X		\$10.00
Book and Magazine Shelves	X		\$10.00
High dust (above 6 feet)	X		\$20.00
Remove all cobwebs	X		\$10.00
Rest Rooms			
Disinfect walls	X		\$16.00
TOTAL MONTHLY SERVICES			\$133.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Minimum # of staff required
for each visit: **Determined
by Contractor**

Water Services Shop East Side

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	TIM AT ED HO	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$840.00	3	\$10,080.00
Monthly Services	12-MONTHS - Times 12	\$133.00	5	\$1,596.00
TOTAL ANNUAL CONTRACT AMOUNT				\$11,676.00

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		2 cents per square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Doors		
Oil all non-glass doors		\$26.50 per man hour
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$16.00
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		2 cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Minimum # of staff required
for each visit: **Determined**
by Contractor

Water Services Shop East Side

Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

THE FLAGSTAFF AQUAPLEX

Minimum # of staff
required for each
visit: **4**

BASIC SERVICES	FREQUENCY		
	DAILY	SEMI-WEEKLY	WEEKLY
ALL AREAS			
Floors/Carpeted			
Vacuum all carpet (under desks, tables, chairs)			X
Remove debris and vacuum traffic areas	X		
Spot clean carpet	X		
Floors/Non-Carpeted			
Dry Mop	X		
Wet Mop (community room and movement studio once per week)	X		
Doors			
Clean all glass doors and entrance side glasses	X		
Stainless Steel/metal Surfaces - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks). Roll up window to kitchen.			X
Exterior Walks			
Sweep or blow 50 feet from entrances.			X
& Conference Areas			
Vacuum upholstery		X	
Non-upholstered areas (all hard surfaces including legs, arms of chairs and surface areas) - wet clean or polish			X
Tables - Clean	X		
Water Fountains - Clean and Disinfect	X		
Trash & Recycle Containers			
Empty containers (change liners as needed)	X		
Damp clean exterior of containers			X
Ledges, Counter Tops, Cubes - Damp clean and polish, tops sides and bottoms	X		
Dusting - Low dust (to 6 foot height) including storage cubes			X
Rest Rooms/Locker Rooms/ Showers			
Doors - clean and disinfect	X		
Sweep or vacuum all dirt and debris	X		
Wet mop and disinfect	X		
Clean floor drain cover	X		
Clean and sanitize stalls, commodes and urinals	X		

Clean mirrors and shelves	X	
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Clean and fill napkin disposal and change liner	X	
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls	X	
Empty trash containers	X	
Fill and damp clean seat cover dispenser	X	
Damp clean exterior of trash container	X	
Treat all floor drains - 1 gallon of water and disinfect	X	

BASIC SERVICES	FREQUENCY		
	DAILY	SEMI-WEEKLY	WEEKLY
Conference Rooms, Lobbies and Hallways			
Upholstery - spot clean and vacuum		X	
Non-upholstered areas (legs, arms of chairs and surface areas) - wet clean or polish		X	
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth)	X		
Clean tables	X		
Vacuum carpet thoroughly	X		
Clean sinks	X		
Damp clean exterior of trash container		X	
Floors, mop and disinfect	X		
Plexi Inserts - Clean per manufacturer's recommendation			X
Floors/Wood			
Dust Dry Mop	X		
Spot Wet Mop	X		
Exercise Area			
Running Track -			
Vacuum or dry mop	X		
Spot mop	X		
Auto Scrub			X
Floors/Gym Sports Floor			
Dry Mop	X		
Auto Scrub	X		
Grand Gallery			
TV's - Clean			X
Vending Machines and Game Room - Clean and disinfect exterior areas			X
Climbing Rock Wall - Clean, disingect and remove gum			X
BASIC SERVICES	DAILY	SEMI-WEEKLY	WEEKLY
Elevator			
Clean and disinfect	X		
Main Stairwell			
Sweep or vacuum daily and wet mop	X		
Dust hand rails and floor guards in stairwell	X		
TOTAL BASIC SERVICES (PER MONTH)			\$10,950.00

COST SUMMARY

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SERVICE	FREQUENCY	UNIT COST		EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$10,950.00	12	\$131,400.00
TOTAL ANNUAL CONTRACT AMOUNT				\$131,400.00

AS REQUESTED SERVICES

LUMP SUM

Windows Exterior - ALL WINDOWS - Clean (exclude gym)		\$1,800
Windows Exterior 10ft and below - Clean (exclude gym)		\$500
Vents/Exhaust - Clean (exclude gym)		\$26.50 per man hour
Partitions - dry clean		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Light fixtures General - Clean (exclude gym)		\$26.50 per man hour
Fireplace - Clean		\$26.50 per man hour
Appliances - Clean		\$26.50 per man hour
Beams - Dust (exclude gym)		\$26.50 per man hour
Ceiling Fans - Clean		\$26.50 per man hour
Rock Wall - Brush Vacuum		\$26.50 per man hour
Walls - Aquatic area - clean walls		\$26.50 per man hour
Grand Gallery Light Fixtures - Clean (wash fixtures & bulbs)		\$26.50 per man hour

FLOORING REQUIREMENTS

Note: Facilities Superintendent will schedule all cleaning of flooring (carpeted or non-carpeted) and furniture. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained to confirm bid prices as submitted herein. All work must be approved prior to commencement.

Carpet Areas - clean per recommended manufacture's standards - Proposer to specify method of cleaning		20 cents a square foot
Offices (per square foot)		20 cents a square foot
Gallery (per square foot)		20 cents a square foot
Fitness Halls (per square foot)		20 cents a square foot

OPTIONAL SERVICES - BID PER **FREQUENCY**

Epoxy Flooring - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		Mechanically scrub then Pressure wash
Locker Rooms		40 cents a square foot
Cabanas		40 cents a square foot
Linoleum - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		Mechanically scrub with a red floor pad
Party Room		24 cents a square foot
Babysitting Room		24 cents a square foot
standards - Proposer to specify method of cleaning.		
Gym		\$26.50 per man hour
Track		\$26.50 per man hour
Free Weights		\$26.50 per man hour

Climbing Wall		\$26.50 per man hour
Tile - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		Mechanically scrub and steam clean
Rest Rooms		18 cents a square foot
Gallery		18 cents a square foot
Elevator		18 cents a square foot
VCT - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		Mechanically strip, neutralize, then apply finish
Per square foot		45 cents a square foot
Wood - clean per recommended manufacture's standards - Proposer to specify method of cleaning.		Screen and Refinish
The Movement Room		2.50 a square foot
Community Meeting Room		2.50 a square foot
Emergency Service - Clean		60 per man hour
Exterior Walks - Wet mop or power spray		\$26.50 per man hour
Emergency Stairwell - Southside of bldg - sweep and wet mop		\$26.50 per man hour

CUSTODIAL SERVICES

Minimum # of staff
required for each
visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas		X		
Spot clean carpet (as needed or as found)		X		
Floors/Non-Carpeted				
Dry Mop			X	
Wet Mop			X	
Doors				
Clean all glass doors and side glasses			X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
Vents - Exhaust Dust			X	
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect			X	
File Cabinets and Card Files - Dust			X	
Water Fountains - Clean and Disinfect		X		
Wastebaskets - Empty (change liners as needed)		X		
Trash & Recycle Containers				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices		X		
Dusting - High dusting (6ft to 20 ft)				
Dusting - Low dust (to 6 foot height)			X	

CUSTODIAL SERVICES

Minimum # of staff
required for each
visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
Rest Rooms				
Clean floor drain cover add deodorizer		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect			X	
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures		X		
Clean walls		X		
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways				
Refrigerator - Clean exterior (damp cloth)		X		
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)		X		
Clean tables	X			
Vacuum carpet thoroughly			X	
Clean sinks	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect		X		
Microwave & Toasters				
Clean Interior and Exterior			X	

CUSTODIAL SERVICES

Minimum # of staff
required for each
visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

TOTAL BASIC SERVICES	\$2,300.00
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CUSTODIAL SERVICES

Minimum # of staff
required for each
visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	Yes	\$30.00
Doors - Clean all non-glass doors & door jams	Yes	\$20.00
Clean all office glass panels next to doors	Yes	\$20.00
Dusting (Spray and Wipe)		
Windows - Blinds	Yes	\$16.00
Vents/Exhaust	Yes	\$16.00
High dust (above 6 feet to 20 feet)	Yes	\$25.00
Remove all cobwebs	Yes	\$20.00
Floor Mats - Wash	Yes	\$20.00
Rest Rooms		
Disinfect and clean all walls	Yes	\$25.00
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	Yes	\$30.00
TOTAL MONTHLY SERVICES		\$222.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$2,300.00	3	\$27,600.00
Monthly Services	12-MONTHS - Times 12	\$222.00	9	\$2,664.00
TOTAL ANNUAL CONTRACT AMOUNT				\$30,264.00

CUSTODIAL SERVICES

Minimum # of staff
required for each
visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

AS REQUESTED SERVICES		LUMP SUM
Windows - Interior and Exterior		\$26.50 per man hour
Doors Oil all non-glass doors		\$26.50 per man hour
Dusting All exposed beams		\$25.00
Refrigerator - Defrost and clean		\$16.00
Floors/Non-Carpeted Strip, Wax and Buff - Note: This does not apply to the wood floor in the lobby of City Hall		.45 per square ft
Cement floors, strip and seal		.45 per square ft
Lights - Clean (wash fixtures & bulbs)		\$35.00
Floors/Carpeted Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas Clean and dust		\$26.50 per man hour
Windows Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour

CUSTODIAL SERVICES

**Minimum # of staff
required for each
visit: Determined by
Contractor**

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

<p>Sofas, Chairs, office chairs, Council Chambers & Conference areas - Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		
		22 cents a square foot

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

PW Core Services Facility - Fleet Building (7PM - 4AM)

Minimum # of staff
required for each

visit: Determined by
Contractor

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas		X		
Spot clean carpet (as needed or as found)		X		
Floors/Non-Carpeted				
Dry Mop			X	
Wet Mop			X	
Doors				
Clean all glass doors and side glasses			X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
Vents - Exhaust Dust			X	
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect			X	
File Cabinets and Card Files - Dust			X	
Water Fountains - Clean and Disinfect		X		
Wastebaskets - Empty (change liners as needed)		X		
Trash & Recycle Containers				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices		X		
Dusting - High dusting (6ft to 20 ft)				
Dusting - Low dust (to 6 foot height)			X	

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM
PW Core Services Facility - Fleet Building (7PM - 4AM)**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Rest Rooms				
Clean floor drain cover add deodorizer		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect			X	
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures		X		
Clean walls		X		
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways				
Refrigerator - Clean exterior (damp cloth)		X		
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)		X		
Clean tables	X			
Vacuum carpet thoroughly			X	
Clean sinks	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect		X		
Microwave & Toasters				
Clean Interior and Exterior			X	
TOTAL BASIC SERVICES				\$1,440.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM
PW Core Services Facility - Fleet Building (7PM - 4AM)**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	Yes	\$10.00
Doors - Clean all non-glass doors & door jams	Yes	\$10.00
Clean all office glass panels next to doors	Yes	\$10.00
Dusting (Spray and Wipe)		
Windows - Blinds	Yes	\$8.00
Vents/Exhaust	Yes	\$8.00
High dust (above 6 feet to 20 feet)	Yes	\$15.00
Remove all cobwebs	Yes	\$8.00
Floor Mats - Wash	Yes	\$10.00
Rest Rooms		
Disinfect and clean all walls	Yes	\$20.00
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	Yes	\$40.00
TOTAL MONTHLY SERVICES		\$139.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	MATED HOURS PER	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,440.00	1.5	\$17,280.00
Monthly Services	12-MONTHS - Times 12	\$139.00	3	\$1,668.00
TOTAL ANNUAL CONTRACT AMOUNT				\$18,948.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM
PW Core Services Facility - Fleet Building (7PM - 4AM)**

AS REQUESTED SERVICES		
		LUMP SUM
Windows - Interior and Exterior		\$26.50 per man hour
Doors Oil all non-glass doors		\$26.50 per man hour
Dusting All exposed beams		\$25.00
Refrigerator - Defrost and clean		\$16.00
Floors/Non-Carpeted Strip, Wax and Buff - Note: This does not apply to the wood floor in the lobby of City Hall		.45 per square ft
Cement floors, strip and seal		.45 per square ft
Lights - Clean (wash fixtures & bulbs)		\$35.00
Floors/Carpeted Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas Clean and dust		\$26.50 per man hour
Windows Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas -		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

PW Core Services Facility - Fleet Building (7PM - 4AM)

<p>Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p>22 cents a square foot</p>
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**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Streets

Minimum # of staff required for each visit: Determined by Contractor		
	FREQUENCY	
BASIC SERVICES	SEMI-WEEKLY	LUMP SUM
Floors/Non-Carpeted		
Dry Mop	X	
Wet Mop	X	
Tables - Clean	X	
Wastebaskets - Empty (change liners as needed)		
Trash & Recycle Containers	X	
Empty (change liners as needed)	X	
Recycle Containers	X	
Counter Tops - Damp clean and polish		
Rest Rooms		
Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves		
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Wet mop and disinfect	X	
Fill toilet paper dispenser		
Empty trash containers	X	
TOTAL BASIC SERVICES		\$810.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	TED HOURS PER	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$810.00	1.25	\$9,720.00
TOTAL ANNUAL CONTRACT AMOUNT				\$9,720.00

AS REQUESTED SERVICES		
Windows - Interior/Exterior - Clean		\$27
Floors/Non-Carpeted		
Strip, Wax and Buff (2-coats Sealer, 4-coats Wax)		45 cents per square foot

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wash Building

~~Minimum # of staff~~
 required for each
 visit: Determined by
 Contractor

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Rest Rooms				
Clean floor drain cover add deodorizer		X		

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Water Services Admin

Minimum # of staff required
for each visit: **2**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)				X	
Remove debris and vacuum traffic areas			X		
Spot clean carpet (as requested)			X		
Floors/Non-Carpeted					
Dry Mop				X	
Wet Mop				X	
Concrete stair wells, sweep/mop (as requested)					
Doors					
Clean all glass doors and entrance side glasses				X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X		
Stairs, Stair Landing, Elevator & Exterior Walks					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
Vents - Exhaust				X	
Sofas, Chairs, office chairs & Conference areas					
Vacuum upholstery			X		
Tables - Clean			X		
File Cabinets and Card Files - Dust			X		
Water Fountains - Clean and Disinfect			X		
Wastebaskets - Empty (change liners as needed)			X		
Trash & Recycle Containers			X		
Empty (change liners as needed)			X		
Ledges and Counter Tops - Damp clean and polish			X		
Dusting - Low dust (to 6 foot height)			X		
Patio - Sweep			X		
Rest Rooms					
Clean floor drain cover			X		
Clean and sanitize stalls, commodes and urinals			X		
Clean mirrors and shelves			X		
Wash urinals, walls surrounding urinal & toilet partitions			X		
Clean sinks and chrome, fill soap dispensers			X		
Clean and fill napkin disposal and change liner			X		
Wet mop and disinfect			X		

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Water Services Admin

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
Spray wax and disinfect			X		
Fill toilet paper dispenser			X		
Spot clean walls, pipe fixtures				X	
Clean walls			X		
Empty trash containers			X		
Fill and damp clean seat cover dispenser			X		
Damp clean exterior of trash container			X		
Treat all floor drains - 1 gallon of water and disinfect				X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty		X			
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
Microwave					
Exterior			X		
Interior			X		
TOTAL BASIC SERVICES					\$1,480.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$19.00
Clean all glass panels next to doors	X		\$8.00
Dusting			
Windows - Blinds	X		\$32.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
Rest Rooms			
Disinfect walls	X		\$24.00
TOTAL MONTHLY SERVICES			\$124.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Water Services Admin

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	TED HOURS PER SERVICE	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,480.00	4.5	\$17,760.00	
Monthly Services	12-MONTHS - Times 12	\$124.00	7	\$1,488.00	
TOTAL ANNUAL CONTRACT AMOUNT				\$19,248.00	

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$140.00
Exterior		\$170.00
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		\$16.00
Cement floors, strip and seal		
Doors		\$8.00
Oil all non-glass doors		\$70.00
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Material Recovery Facility

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Minimum # of staff required					
for each visit: Determined by Contractor					
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)				X	
Remove debris and vacuum traffic areas				X	
Spot clean carpet (as requested)				X	
Floors/Non-Carpeted					
Dry Mop				X	
Wet Mop				X	
Concrete stair wells, sweep/mop (as requested)				X	
Doors					
Clean all glass doors and entrance side glasses				X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
Stairs, Stair Landing, Elevator & Exterior Walks					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
Vents - Exhaust				X	
Sofas, Chairs, office chairs & Conference areas					
Vacuum upholstery				X	
Tables - Clean				X	
File Cabinets and Card Files - Dust				X	
Water Fountains - Clean and Disinfect				X	
Wastebaskets - Empty (change liners as needed)				X	
Trash & Recycle Containers Empty (change liners as needed)				X	
Ledges and Counter Tops - Damp clean and polish				X	
Dusting - Low dust (to 6 foot height)				X	
Patio - Sweep				X	
Rest Rooms					
Clean floor drain cover				X	
Clean and sanitize stalls, commodes and urinals				X	
Clean mirrors and shelves				X	
Wash urinals, walls surrounding urinal & toilet partitions				X	
Clean sinks and chrome, fill soap dispensers				X	
Clean and fill napkin disposal and change liner				X	
Wet mop and disinfect				X	

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Material Recovery Facility

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
Spray wax and disinfect				X	
Fill toilet paper dispenser				X	
Spot clean walls, pipe fixtures				X	
Clean walls				X	
Empty trash containers				X	
Fill and damp clean seat cover dispenser				X	
Damp clean exterior of trash container				X	
Treat all floor drains - 1 gallon of water and disinfect				X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns - empty				X	
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth				X	
Empty Wastebaskets (and change liners as needed)				X	
Clean ledges and counter tops (damp cloth)				X	
Clean tables				X	
Vacuum carpet thoroughly				X	
Clean sinks				X	
Damp clean exterior of trash container				X	
Floors, mop and disinfect				X	
Microwave					
Exterior				X	
Interior				X	
TOTAL BASIC SERVICES					\$320.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$19.00
Clean all glass panels next to doors	X		\$8.00
Dusting			
Windows - Blinds	X		\$32.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
Rest Rooms			
Disinfect walls	X		\$24.00
TOTAL MONTHLY SERVICES			\$124.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Material Recovery Facility

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	ATED HOURS PER SERVICE	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$320.00	2	\$3,840.00	
Monthly Services	12-MONTHS - Times 12	\$124.00	7	\$1,488.00	
TOTAL ANNUAL CONTRACT AMOUNT				\$5,328.00	

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$140.00
Exterior		\$170.00
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		
Doors		
Oil all non-glass doors		\$15.00
Dusting		
Beams and HVAC		\$20.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MUNICIPAL COURT

Minimum # of staff required for each visit: **4**

FREQUENCY TASK LIST					
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEK LY	MONT HLY	LUMP SUM
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)			X		
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
Floors/Non-Carpeted					
Dry Mop			X		
Wet Mop			X		
Concrete stair wells, sweep/mop (as requested)			X		
Doors					
Clean all glass doors and entrance side glasses and polish (leaving no streaks).			X		
			X		
Stairs, Stair Landing, Elevator & Exterior Walks					
Sweep or vacuum (if carpeted)			X		
Wet Mop			X		
Vents - Exhaust			X		
Sofas, Chairs, office chairs & Conference areas					
Vacuum upholstery			X		
Tables - Clean and disinfect			X		
File Cabinets and Card Files - Dust			X		
Water Fountains - Clean and Disinfect			X		
Trash & Recycle Containers					
Trash - Empty and replace liner as needed	X				
Recycling - Empty. Do not use plastic liners in employee offices	X				
Ledges and Counter Tops - Damp clean and polish			X		
Dusting - Low dust (to 6 foot height)			X		
Rest Rooms					
Clean floor drain cover	X				
water			X		
Replenish all soap and paper products	X				
clean and sanitize stalls, commodes, and urinals	X				
Clean mirrors and shelves	X				
Clean and sanitize stalls, commodes and urinals	X				
sweep and mop floors	X				
Clean all door jambs			X		
Clean mirrors and shelves	X				
Disinfect all ceramic walls up to 6ft				X	
dust vents				X	
polish stainless steel	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks, mirrors, walls, and chrome	X				
Clean and fill napkin disposal and change liner	X				

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MUNICIPAL COURT

Visitation rooms			
clean and disinfect benches	X		
clean and disinfect doors	X		
sweep /mop or vaccum floors	X		
clean glass/plastic partitions	X		
dust vents			X
Clean all door jams			X
wipe and disinfect table tops	X		
Court rooms (Divisions 1,3, and 5)			
Trash-empty and replace liner, regardless of how much trash	X		
Vaccum all carpet -(under desks, tables, chairs)	X		
Dusting (high dust 6-20 ft)		X	
Dusting (low dust up to 6 feet)	X		
dust/wipe benches	X		
wipe and disinfect table tops /desks	X		
wipe doors for fingerprints	X		
push bars clean and sanitize	X		
glass windows in door frames	X		
clean plastic partion shields		X	
dust vents			X
Clean all door jams			X
Court rooms (Divisions 2 and 4)			
Trash-empty and replace liner as needed		X	
Vaccum all carpet -(under desks, tables, chairs)		X	
Dusting (high dust 6-20 ft)			X
Dusting (low dust up to 6 feet)		X	
dust/wipe benches		X	
wipe and disinfect table tops /desks		X	
wipe doors for fingerprints		X	
push bars clean and sanitize		X	
glass windows in door frames		X	X
clean plastic partion shields			X
dust vents			X
Clean all door jams			X
holding cells			
clean and disinfect benches	X		
clean and disinfect toilet and sink	X		
clean and disinfect doors	X		
sweep /mop floors	X		
Visitation rooms			
clean and disinfect benches		X	
clean and disinfect doors		X	
sweep /mopor vaccum floors		X	
clean glass/plastic partitions		X	
dust vents			X
Clean all door jams			X

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MUNICIPAL COURT

wipe and disinfect table tops		X	
Common Areas and Hallways			
wipe and disinfect benches	X		
wipe and disinfect all flat surfaces	X		
wipe and disinfect all table tops and ledges	X		
disinfect water fountains	X		
empty trash cans and clean lids	X		
clean, polish and disinfect elevator	X		
mop inside elevator	X		
clean elevator tracks		X	
dusting (high dust 6-20ft)			X
dusting (low dust up to 6 feet)		X	
dustmop	X		
run floor scrubber in main halls		X	
clean hall glass up to 6ft - as needed	X		
Wet mop and disinfect	X		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MUNICIPAL COURT

FREQUENCY TASK LIST				
BASIC SERVICES	DAY	WEEKLY	LY	LUMP SUM
Wet mop and disinfect	X			
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures	X			
Clean walls	X			
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Wipe and disinfect benches	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
Rooms, Lobbies and Hallways				
Clean chairs with damp cloth	X			
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges and counter tops (damp cloth)	X			
Clean tables	X			
Vacuum carpet thoroughly	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect			X	
TOTAL BASIC SERVICES				\$6,400.00

FREQUENCY TASK LIST			
MONTHLY SERVICES	MONTHLY		LUMP SUM
Doors			
Clean all non-glass doors & door jams	X		\$50.00
Clean all glass panels next to doors	X		\$60.00
Dusting			
Windows - Blinds	X		\$60.00
Vents/Exhaust	X		\$60.00
Book and Magazine Shelves	X		\$40.00
High dust (above 6 feet)	X		\$40.00
Remove all cobwebs	X		\$30.00
Floor Mats - Wash	X		\$30.00
Rest Rooms - Disinfect walls	X		\$50.00
TOTAL MONTHLY SERVICES			\$420.00

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST		TI MA TE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$6,400.00		11	\$76,800.00
Monthly Services	MONTHS - Times 12	\$420.00		17	\$5,040.00
TOTAL ANNUAL CONTRACT AMOUNT					\$81,840.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MUNICIPAL COURT

AS REQUESTED SERVICES		LUMP SUM
Windows		
Interior		\$650.00
Exterior		\$1,240.00
Sofas, Chairs, office chairs, & Conference areas		
<p>Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		22 cents a square foot
Doors		
Oil all non-glass doors		\$26.5 per man hour
Dusting		
Beams		\$40.00
Refrigerator - Defrost and clean		\$16.00
Floors/Non-Carpeted		
Strip, Wax and Buff		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
<p>Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		22 cents a square foot
Concrete stair wells, sweep/mop, vacuum		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

City Prosecutors Office

Minimum # of staff required for each visit: 1			
	FREQUENCY		
BASIC SERVICES	SEMI-DAILY	WEEKLY	WEEKLY
			LUMP SUM
Floors/Carpeted			
Vacuum all carpet (under desks, tables, chairs)	X		
Remove debris and vacuum traffic areas	X		
Spot clean carpet	X		
Floors/Non-Carpeted			
Dry mop	X		
Wet mop	X		
Doors			
Clean all glass doors and entrance side glasses	X		
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).	X		
Wastebaskets - Empty (change liners as needed)	X		
Trash Containers, Entry and Common Areas			
Empty (change liners as needed)	X		
Clean and disinfect door handles	X		
Restrooms			
Clean & sanitize stalls, commodes and urinals	X		
Clean mirrors and shelves	X		
Clean sinks and chrome	X		
Fill dispensers - soap, toilet paper, hand towels, seat covers	X		
Wet mop and disinfect	X		
Empty trash	X		
Treat all floor drains - 1 gallon of water and disinfect			X
Dusting - Low dust (to 6 foot height)	X		
TOTAL BASIC SERVICES			\$680.00
COST SUMMARY			

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

City Prosecutors Office

SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$680.00	1.5	\$8,160.00
TOTAL ANNUAL CONTRACT AMOUNT				\$8,160.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

City Prosecutors Office

AS REQUESTED SERVICES		
Windows		
Interior		\$30
Exterior		\$90.00
Floors/Carpeted		
Spot clean carpet		\$26.5 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of carpets and furniture. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work. STEAM CLEAN CARPETS - WALL-TO-WALL		22 cents per man hour
Sofas, Chairs, office chairs & Conference areas		
Clean and dust		\$26.5 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage

Minimum # of staff required
for each visit: Determined
by Contractor

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)					
Remove debris and vacuum traffic areas					
Spot clean carpet (as requested)					
Floors/Non-Carpeted					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)					
Doors					
Clean all glass doors and entrance side glasses					
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
Stairs, Stair Landing, Elevator & Exterior Walks					
Sweep or vacuum (if carpeted)					
Wet Mop					
Vents - Exhaust					
Sofas, Chairs, office chairs & Conference areas					
Vacuum upholstery					
Tables - Clean					
File Cabinets and Card Files - Dust					
Water Fountains - Clean and Disinfect					
Wastebaskets - Empty (change liners as needed)					
Trash & Recycle Containers Empty (change liners as needed)					
Ledges and Counter Tops - Damp clean and polish					
Dusting - Low dust (to 6 foot height)					
Patio - Sweep					
Rest Rooms					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect		X			
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty					
Refrigerator - Clean exterior (damp cloth)					
Clean chairs with damp cloth					
Empty Wastebaskets (and change liners as needed)					
Clean ledges and counter tops (damp cloth)					
Clean tables					
Vacuum carpet thoroughly					
Clean sinks					
Damp clean exterior of trash container					
Floors, mop and disinfect					
Microwave					
Exterior					
Interior					
TOTAL BASIC SERVICES					\$5,720.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$40.00
Clean all glass panels next to doors	X		\$60.00
Dusting			
Windows - Blinds	X		\$24.00
Vents/Exhaust	X		\$24.00
Book and Magazine Shelves	X		\$12.00
High dust (above 6 feet)	X		\$30.00
Remove all cobwebs	X		\$20.00
Rest Rooms			
Disinfect walls	X		\$40.00
TOTAL MONTHLY SERVICES			\$250.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	MATED HOURS	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$5,720.00	5	\$68,640.00	
Monthly Services	12-MONTHS - Times 12	\$250.00	12	\$3,000.00	
TOTAL ANNUAL CONTRACT AMOUNT				\$71,640.00	

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$160.00
Exterior		\$200.00
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		
Doors		
Oil all non-glass doors		\$15.00
Dusting		
Beams and HVAC		\$20.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM
HAZARDOUS PRODUCTS CENTER (HPC)**

Minimum # of staff
required for each
visit: Determined
by Contractor

BASIC SERVICES	FREQUENCY WEEKLY	LUMP SUM
Floors/Non-Carpeted		
Dry and Wet Mop	X	
Floors/Carpeted		
Vacuum	X	
Tables - Clean & Disinfect	X	
File Cabinets and Card Files - Dust/Disinfect	X	
Trash & Recycle Containers		
Empty (change liners as needed)	X	
Ledges and Counter Tops - Damp clean and polish	X	
Rest Rooms		
Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves	X	
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Clean and fill napkin disposal and change liner	X	
Wet mop and disinfect	X	
Fill toilet paper dispenser	X	
Spot clean walls, pipe fixtures	X	
Clean walls	X	
Empty trash containers	X	
Damp clean exterior of trash container	X	
Floors, mop and disinfect	X	
TOTAL BASIC SERVICES		\$280.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER	EXTENDED PRICE

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM
HAZARDOUS PRODUCTS CENTER (HPC)**

Basic Services (Weekly)	MONTHS - Times 12	\$280.00	1	\$3,360.00
TOTAL ANNUAL CONTRACT AMOUNT				\$3,360.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wildcat Hill facility

Minimum # of staff
required for each
visit: **1 - 2**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas			x	
Spot clean carpet (as needed or as found)		x		
Floors/Non-Carpeted				
Dry Mop			x	
Wet Mop			x	
Concrete Stair Wells				
Concrete stair wells, sweep/mop			N/A	
Concrete stair wells, pick up large debris			N/A	
Doors				
Clean all glass doors and side glasses			x	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			x	
Stairs, Stair Landing, Walks & Hallways				
Sweep or vacuum (if carpeted)			x	
Wet Mop			x	
Vents - Exhaust Dust			No	
Handrails Stairs and Bridge to Restrooms - Disinfect, spray and wipe all wood handrails			N/A	
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect			x	
Payphone Area and Elevator				
Disinfect and clean all buttons and handicap buttons (spray and wipe)			N/A	
Wet Mop				
File Cabinets and Card Files - Dust			No	
Water Fountains - Clean and Disinfect			x	
Wastebaskets - Empty (change liners as needed)			x	
Trash & Recycle Containers				
Trash - Empty and replace liner as needed			x	
Recycling - Empty. Do not use plastic liners in employee offices			x	
Dusting - High dusting (6ft to 20 ft)			No	
Dusting - Low dust (to 6 foot height)			No	

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wildcat Hill facility

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Rest Rooms x 2				
Clean floor drain cover add deodorizer			x	
Clean and sanitize stalls, commodes and urinals				
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions			x	
Clean sinks and chrome, fill soap dispensers			x	
Clean and fill napkin disposal and change liner			x	
Wet mop and disinfect			x	
Fill toilet paper dispenser			x	
Spot clean walls, pipe fixtures			x	
Clean walls			No	
Empty trash containers			x	
Fill and damp clean seat cover dispenser			N/A	
Damp clean exterior of trash container			x	
Treat all floor drains - 1 gallon of water and disinfect			x	
Employee Lunchroom / Kitchen, lab, conference room and Hallways				
Sand Urns - Empty			N/A	
Refrigerator - Clean exterior (damp cloth)			x	
Clean chairs with damp cloth			x	
Empty Wastebaskets (and change liners as needed)			x	
Clean ledges, counter tops, appliance and furniture (damp cloth)			x	
Clean tables			x	
Vacuum carpet thoroughly			x	
Clean sinks			No	
Damp clean exterior of trash container			x	
Floors, mop and disinfect			x	
Microwave & Toasters				
Clean Interior and Exterior			No	
TOTAL BASIC SERVICES				\$780.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wildcat Hill facility

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	x	\$7.00
Doors - Clean all non-glass doors & door jams	No	\$5.00
Clean all office glass panels next to doors	x	\$5.00
Dusting (Spray and Wipe)		
Windows - Blinds	No	\$5.00
Vents/Exhaust	No	\$5.00
High dust (above 6 feet to 20 feet)	No	\$10.00
Remove all cobwebs	No	\$8.00
Floor Mats - Wash	No	\$10.00
Rest Rooms		
Disinfect and clean all walls	No	\$15.00
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	x	\$30.00
TOTAL MONTHLY SERVICES		\$100.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$780.00	1.5	\$9,360.00
Monthly Services	12-MONTHS - Times 12	\$100.00	4	\$1,200.00
TOTAL ANNUAL CONTRACT AMOUNT				\$10,560.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wildcat Hill facility

AS REQUESTED SERVICES		LUMP SUM
Windows - Interior and Exterior		\$45.00
Doors		
Oil all non-glass doors		\$10.00
Dusting		
All exposed beams		\$16.00
Refrigerator - Defrost and clean		\$16.00
Floors/Non-Carpeted		
Weekly Buffing		
Strip, Wax and Buff - Note: This does not apply to the wood floor in the lobby of City Hall		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.5 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.5 per man hour
Desks - Cleaning/Waxing of desks		\$26.5 per man hour
Walls - Spot clean		\$26.5 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas		
Clean and dust		\$26.5 per man hour
Windows		
Interior		\$15.00
Exterior		\$30.00
Sofas, Chairs, office chairs, Council Chambers & Conference areas -		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wildcat Hill facility

<p>Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p>22 cents a square foot</p>
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**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Rio de Flag facility

Minimum # of staff
required for each
visit: **1 - 2**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas			x	
Spot clean carpet (as needed or as found)		x		
Floors/Non-Carpeted				
Dry Mop			x	
Wet Mop			x	
Concrete Stair Wells				
Concrete stair wells, sweep/mop			N/A	
Concrete stair wells, pick up large debris			N/A	
Doors				
Clean all glass doors and side glasses			x	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			x	
Stairs, Stair Landing, Walks & Hallways				
Sweep or vacuum (if carpeted)			x	
Wet Mop			x	
Vents - Exhaust Dust			No	
Handrails Stairs and Bridge to Restrooms - Disinfect, spray and wipe all wood handrails			N/A	
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect			x	
Payphone Area and Elevator				
Disinfect and clean all buttons and handicap buttons (spray and wipe)			N/A	
Wet Mop				
File Cabinets and Card Files - Dust			No	
Water Fountains - Clean and Disinfect			x	
Wastebaskets - Empty (change liners as needed)			x	
Trash & Recycle Containers				
Trash - Empty and replace liner as needed			x	
Recycling - Empty. Do not use plastic liners in employee offices			x	
Dusting - High dusting (6ft to 20 ft)			No	
Dusting - Low dust (to 6 foot height)			No	

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Rio de Flag facility

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Rest Rooms				
Clean floor drain cover add deodorizer			x	
Clean and sanitize stalls, commodes and urinals				
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions			x	
Clean sinks and chrome, fill soap dispensers			x	
Clean and fill napkin disposal and change liner			x	
Wet mop and disinfect			x	
Fill toilet paper dispenser			x	
Spot clean walls, pipe fixtures			x	
Clean walls			No	
Empty trash containers			x	
Fill and damp clean seat cover dispenser			N/A	
Damp clean exterior of trash container			x	
Treat all floor drains - 1 gallon of water and disinfect			x	
Employee Lunchroom / Kitchen, conference room, and Hallways				
Sand Urns - Empty			N/A	
Refrigerator - Clean exterior (damp cloth)			x	
Clean chairs with damp cloth			x	
Empty Wastebaskets (and change liners as needed)			x	
Clean ledges, counter tops, appliance and furniture (damp cloth)			x	
Clean tables			x	
Vacuum carpet thoroughly		x		
Clean sinks			No	
Damp clean exterior of trash container			x	
Floors, mop and disinfect			x	
Microwave & Toasters				
Clean Interior and Exterior			No	
TOTAL BASIC SERVICES				\$700.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Rio de Flag facility

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	x	\$7.00
Doors - Clean all non-glass doors & door jams	No	\$5.00
Clean all office glass panels next to doors	x	\$5.00
Dusting (Spray and Wipe)		
Windows - Blinds	No	\$5.00
Vents/Exhaust	No	\$5.00
High dust (above 6 feet to 20 feet)	No	\$10.00
Remove all cobwebs	No	\$8.00
Floor Mats - Wash	No	\$10.00
Rest Rooms		
Disinfect and clean all walls	No	\$15.00
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	x	\$30.00
TOTAL MONTHLY SERVICES		\$100.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	TED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$700.00	1.5	\$8,400.00
Monthly Services	12-MONTHS - Times 12	\$100.00	4	\$1,200.00
TOTAL ANNUAL CONTRACT AMOUNT				\$9,600.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Rio de Flag facility

AS REQUESTED SERVICES		LUMP SUM
Windows - Interior and Exterior		\$45.00
Doors Oil all non-glass doors		\$10.00
Dusting All exposed beams		\$16.00
Refrigerator - Defrost and clean		\$16.00
Floors/Non-Carpeted Weekly Buffing Strip, Wax and Buff - Note: This does not apply to the wood floor in the lobby of City Hall		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted Spot clean carpet		\$26.5 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.5 per man hour
Desks - Cleaning/Waxing of desks		\$26.5 per man hour
Walls - Spot clean		\$26.5 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas Clean and dust		\$26.5 per man hour
Windows Interior		\$15.00
Exterior		\$30.00
Sofas, Chairs, office chairs, Council Chambers & Conference areas -		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Rio de Flag facility

<p>Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p style="text-align: right;">22 cents a square foot</p>
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**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

**Minimum # of staff
required for each**

**visit: Determined by
Contractor**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)		x		
Vacuum traffic areas		x		
Spot clean carpet (as needed or as found)				
Floors/Non-Carpeted				
Dry Mop				
Wet Mop		x		
Concrete Stair Wells				
Concrete stair wells, sweep/mop		n/a		
Concrete stair wells, pick up large debris		n/a		
Doors				
Clean all glass doors and side glasses		x		
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				
Stairs, Stair Landing, Walks & Hallways				
Sweep or vacuum (if carpeted)		x		
Wet Mop				
Vents - Exhaust Dust			x	
Handrails Stairs and Bridge to Restrooms - Disinfect, spray and wipe all wood handrails				
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect		x		
Payphone Area and Elevator				
Disinfect and clean all buttons and handicap buttons (spray and wipe)		n/a		
Wet Mop				
File Cabinets and Card Files - Dust				
Water Fountains - Clean and Disinfect		n/a		
Wastebaskets - Empty (change liners as needed)		x		
Trash & Recycle Containers				
Trash - Empty and replace liner as needed		x		
Recycling - Empty. Do not use plastic liners in employee offices		x		
Dusting - High dusting (6ft to 20 ft)				

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Dusting - Low dust (to 6 foot height)	x	
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**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Rest Rooms				
Clean floor drain cover add deodorizer		x		
Clean and sanitize stalls, commodes and urinals		x		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		x		
Clean sinks and chrome, fill soap dispensers		x		
Clean and fill napkin disposal and change liner			x	
Wet mop and disinfect		x		
Fill toilet paper dispenser			x	
Spot clean walls, pipe fixtures			x	
Clean walls			x	
Empty trash containers			x	
Fill and damp clean seat cover dispenser				
Damp clean exterior of trash container				
Treat all floor drains - 1 gallon of water and disinfect				
Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways		x		
Sand Urns - Empty				
Refrigerator - Clean exterior (damp cloth)				
Clean chairs with damp cloth				
Empty Wastebaskets (and change liners as needed)		x		
Clean ledges, counter tops, appliance and furniture (damp cloth)		x		
Clean tables		x		
Vacuum carpet thoroughly				
Clean sinks		x		
Damp clean exterior of trash container				
Floors, mop and disinfect		x		
Microwave & Toasters				
Clean Interior and Exterior			x	
TOTAL BASIC SERVICES				\$1,280.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	x	\$10.00
Doors - Clean all non-glass doors & door jams		\$10.00
Clean all office glass panels next to doors	x	\$10.00
Dusting (Spray and Wipe)		
Windows - Blinds		\$8.00
Vents/Exhaust	x	\$8.00
High dust (above 6 feet to 20 feet)	x	\$15.00
Remove all cobwebs	x	\$8.00
Floor Mats - Wash		\$10.00
Rest Rooms		
Disinfect and clean all walls	x	\$20.00
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff		\$40.00
TOTAL MONTHLY SERVICES		\$139.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ATED HOUR S PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,280.00	2.5	\$15,360.00
Monthly Services	12-MONTHS - Times 12	\$139.00	4	\$1,668.00
TOTAL ANNUAL CONTRACT AMOUNT				\$17,028.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

AS REQUESTED SERVICES		
		LUMP SUM
Windows - Interior and Exterior	X	\$45.00
Doors		
Oil all non-glass doors		\$10.00
Dusting		
All exposed beams		\$16.00
Refrigerator - Defrost and clean		\$16.00
Floors/Non-Carpeted		
Weekly Buffing	X	
Strip, Wax and Buff - Note: This does not apply to the wood floor in the lobby of City Hall		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Lights - Clean (wash fixtures & bulbs)	X	\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet	X	\$26.5 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.	X	22 cents a square foot
Concrete stair wells, sweep/mop		\$26.5 per man hour
Desks - Cleaning/Waxing of desks		\$26.5 per man hour
Walls - Spot clean		\$26.5 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas		
Clean and dust		\$26.5 per man hour
Windows		
Interior	X	\$15.00
Exterior	X	\$30.00
Sofas, Chairs, office chairs, Council Chambers & Conference areas -		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

<p>Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p>22 cents a square foot</p>
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EXHIBIT B

TERMS AND CONDITIONS (CITY-WIDE CUSTODIAL CONTRACT)

IN GENERAL

1. PARTIES:

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

1.2 Where the term "Employee(s)" is used in the Contract, it refers to the employees or subcontractors of Contractor.

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

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

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

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

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

MATERIALS

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

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

9. MATERIALS: Contractor shall furnish cleaners, disinfectants, waxes, wax stripping materials, wastebasket liners, and any other product necessary to provide the custodial services. Contractor's products, services, and facilities will be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, codes, and ordinances, regardless of whether or not they are referred to by the City. Contractor shall use "green seal" compliant cleaning products in those City facilities that may choose to do so. The City reserves the right to require that Contractor change

cleaning materials if Contractor's cleaning products are not, in the City's opinion, providing effective sanitation, desired finish or durability, and/or a clean appearance.

10. **EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by Contractor.
11. **ACCEPTANCE:** All materials and services provided by the Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
12. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all manufacturer's warranties to the City upon the City's acceptance of the materials.
13. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
14. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
15. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
16. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
17. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
18. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule or both. Any claim for adjustment shall be evidenced in writing and approved by the Purchasing Director prior to the institution of the change.

PAYMENT

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

and/or services received and accepted by City.

20. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
21. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.
22. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
23. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
27. **CONTROL:** Contractor shall be responsible for the control of the work.
28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
29. **SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
30. **QUALITY:** All work shall be of good quality and free of defects, and performed in a diligent

and professional manner.

31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
32. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed, or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one (1) year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. **RECORDS:** The City shall have the right to inspect and audit all of Contractor's books and records related to the Contract for up to five years after completion of the Contract.
34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.
36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

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

CONTRACT CHANGES

38. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
39. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
40. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of the Contract shall remain in full force and effect.
41. **NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
42. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
43. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

44. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
45. **SECURITY INQUIRIES:** Contractor must ensure that their Employees undergo a background check and drug test before starting work under the Contract. Contractor must provide the results to the City and its supervisors upon request. The City reserves the right to accept or reject any or all of the Employees proposed by the Contractor for work under the Contract. If an Employee is rejected by the City for work under the Contract, the Contractor may still employ them for other non-City related work. However, the Contractor must obtain prior written approval from the City before proposing the rejected Employee for work under any other City contracts or engagements.
46. **MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS AND INDEMNITY:** Any breach of the background and security requirements of the Contracts shall be deemed a material breach of the Contract. In addition to any other indemnification provision in the Contract, Contractor shall defend, indemnify, and hold harmless the City from and against any and all claims, actions, liabilities, damages, losses, and expenses (Claims) arising out

of this duty, including Contractor's disqualification of any Employee or the City's failure to enforce this section.

47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

BADGE, KEY, AND/OR PROXIMITY ACCESS CARD HANDLING PROCEDURES

50. **STOLEN OR LOST:** If an Employee is provided a badge, key, and/or proximity access card, Contractor shall immediately report any lost or stolen badge, key, and/or proximity access card to the Site Representative and/or City Representative. Contractor shall be responsible for payment of the applicable fee prior to issuance of a new badge, key, and/or proximity access card.
51. **RETURN:** All badges, keys, and/or proximity access cards are the property of the City of Flagstaff and must be returned to the Site Representative and/or City Representative immediately after the Employee's access to a City facility is no longer required under the Contract. Contractor shall collect the badges, keys, and/or proximity access cards when there is an Employee resignation, transfer, lay-off, medical leave, termination, leave of absence, or when the Contract terminates, is cancelled, or expires, whichever occurs first.
52. **EMPLOYEE IDENTIFICATION AND ACCESS:** Employees must have some form of verifiable company identification in their possession at all times while working under the Contract. An Employee's access authority is only valid during their scheduled hours. Contractor shall provide the City with updates and changes in personnel as they occur.

PERFORMANCE

53. CONTRACT PERFORMANCE

- 54.1 Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities. The City Representative and/or Site Representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify Contractor in writing.
- 54.2 If the Site Representative and/or City Representative provides written notice of unsatisfactory performance to Contractor, the Site Representative and/or City Representative will define the period of time to correct the unsatisfactory performance (dependent upon the circumstances). In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

54. CITY-PROVIDED RESOURCES

- 55.1 Storage Space:
- 55.1.1 The City will provide Contractor storage space and utilities at the relevant City facilities as reasonably necessary for the performance of the Scope of Work at no cost to Contractor. Internet, phone connections, and services are not included in the utilities provided by the City.
- 55.1.2 The use of City-provided storage space will be on a space available basis and subject to the approval of the City. Where applicable, the City will provide storage rooms and janitor closets for supplies and charging equipment.
- 55.1.3 City-provided space will be maintained in a clean, safe manner in accordance with all applicable codes and regulations and is subject to inspection at all times. Janitorial storage closets must remain closed and locked at all times.
- 55.1.4 No materials or equipment will be stored or temporarily set in restrooms or other spaces accessible to the public.
- 55.1.5 If storage is in an electrical closet, a minimum of thirty-six inches will be provided in front of all electrical panels. The width of working space in front of the electrical equipment will be the width of the equipment or thirty inches, whichever is greater. In all cases, the workspace must permit at least a ninety-degree opening of equipment doors or hinged panels.
- 55.1.6 Contractor will not use the space provided by the City to support any other functions of the company. The City reserves the right to evict Contractor from the office or storage space if Contractor violates this requirement.

55.1.7 Any changes to the space must be approved by the City and are at Contractor's expense.

55.2 Badges, keys, and/or proximity access cards: The City will provide Contractor badges, keys, and/or proximity access cards necessary for the performance of the Contract. Contractor will exercise all reasonable efforts to ensure the safe keeping of City-provided badges, keys and/or proximity access cards. Contractor is required to perform an annual audit of the badges, keys and/or proximity access cards and submit to the City. Any lost badges, keys and/or proximity access cards shall be reported immediately to Site Representative.

55. CONTRACTOR-PROVIDED RESOURCES

56.1 Uniforms: Uniforms shall consist of a shirt with company logo and approved pants, skirts, or dresses. If jackets or sweaters are worn, they shall coordinate with the uniform and clearly bear the company logo. Employees shall be in an approved uniform that is clean, neat, and free from tears, holes, frayed edges, and body odor. Open-toed shoes, shorts, and non-company logo hats/caps/beanies are not acceptable. Contractor must submit a description and photo of proposed uniform for the City's approval to ensure the uniform is professional/appropriate.

56.2 Office Equipment: If applicable, Contractor shall provide office equipment, such as desks, computers, phones, and copiers. All internet, phone connections, and services will be provided by Contractor.

56.3 Vehicles: Contractor shall be responsible for providing all support vehicles required to effectively and efficiently operate, manage, and support the services necessary to fulfill the requirements of the Contract. Vehicles driven on the airfield shall be marked with the company name and/or logo approved by the City.

56.4 Communication Devices/Cell Phones: Contractor must provide cellular communication devices to shift supervisors and necessary Employees.

56. CONTRACTOR TRANSITION

57.1 Onboarding of Contractor: Contractor must attend start-up meetings with the City no less than 30-45 days prior to the Contract start date. Such meetings may include a walk-through of the pertinent City facility. The intent of the meeting is to review the proposed transition plan and expectations.

57.2 Offboarding of Contractor: Thirty (30) days prior to the end of the Contract, Contractor Representative, the City Representative, and the Site Representative shall schedule a walk-through inspection of the pertinent City facility to review cleanliness. If the cleanliness level is below cleaning standards established by the terms, conditions, and provisions of the Contract, Contractor shall correct issues identified to meet cleaning standards prior to the Contract termination date. If cleaning standards have not been corrected by Contractor by that date, the City shall be credited 50% of Contractor invoiced cost from the last monthly invoice for the location not meeting standards.

- 57.3 At the termination of the Contract, or at the request of the City Representative and/or Site Representative, Contractor must return all security badges, keys, proximity access cards, and all other City property issued to Contractor. Contractor may be held liable for replacement costs and any locksmith costs to rekey and reprogram these items if not returned. Funds may be withheld from any amounts otherwise due and payable to Contractor.
57. **COMMUNICATION IN ENGLISH:** It is mandatory that Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
58. **EMPLOYEE PARKING AND TRANSPORTATION:** Contractor is fully responsible for any logistics regarding the parking of Employee vehicles and transportation of Employees to/from the site assignment to arrive and/or leave at the start or end times of the Employee's work schedule.
59. **ADDITIONAL SERVICES:** The City may request custodial services for areas not specified in the Contract if other custodial services are deemed necessary. These additional services will be covered within Contractor's proposed hourly rate as specified in the Fee Schedule and/or Scope of Work.
60. **ALTERATION OF WORK:** The City reserves the right to make alterations in specific work hours as necessary or desirable. Such changes will not invalidate the Contract or release the surety. Contractor agrees to perform the work as altered, the same as if it had been a part of the original Contract.

DEFAULT AND TERMINATION

61. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
62. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days' written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
63. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting Party may elect to terminate Contract by providing written notice to the defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein (including Liquidated Damages).

64. CONDITIONS AND CAUSES FOR TERMINATION FOR DEFAULT

64.1 The City reserves the right to cancel the whole or any part of the Contract due to failure of Contractor to carry out any term, promise, or condition of the Contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

64.1.1 In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;

64.1.2 In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions, or services/specifications required in the Contract;

64.1.3 In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products, or workmanship which are of an unacceptable quality;

64.1.4 Contractor fails to furnish the required service and/or product within the time stipulated in the Contract; and/or

64.1.5 In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

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

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

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

68. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Contractor.

69. SUSPENSIONS OF WORK: The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without

compensation to Contractor, other than to adjust the Contract completion/delivery requirements.

- 70. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the Parties, insofar as is possible, under the terms of the Contract, Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 71. ASSIGNMENT OF DUTIES:** During the Contract term, if the City determines that Contractor’s performance is deficient and the deficiencies are not resolved in a manner satisfactory to the City and in compliance with Contract requirements, the City reserves the right to assign some or all these services to another custodial contractor until the City, in its sole discretion, determines that Contractor’s performance deficiencies are resolved. The City may recover the excess costs for such services by: (1) deduction from Contractor’s unpaid balance due; (2) collection against the performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 72. OBLIGATIONS:** Contractor will not assert the failure or performance deficiencies of any other custodial contractor as justification for Contractor’s own failure to perform any performance obligation under the Contract.

LIQUIDATED DAMAGES

- 73. GENERAL:** In addition to any other remedy available to the City at law or in equity, Contractor will be liable for and must pay to the City the amounts listed below for each violation by Contractor. The Parties further agree that the violations below will result in the City incurring damages that are impractical or impossible to determine, and Contractor agrees that the amounts listed below are reasonable approximation of such damages. The City may impose liquidated damages as follows:

Item No.	Description	Fee
1.	Insufficient Employees to provide satisfactory performance.	\$50 per violation
2.	Recurring issues of insufficient performance that have been previously reported by not rectified.	\$50 per violation
3.	Re-inspection of work not performed correctly as determined by the City Representative and/or Site Representative requiring corrective action and reinspection.	\$50 per re-inspection
4.	Failure to meet response times stated in the Contract for emergency calls, bio-fluid and spill clean-up, and unsatisfactory cleaning performance.	\$200 per violation

5.	Contractor Employees not in uniforms.	\$50 per violation
6.	Wastewater from cleaning equipment not filtered/strained prior to dumping into City sanitary systems.	\$1,000 per violation
7.	An Employee possessing a deadly weapon as defined by Arizona Law (A.R.S. § 13-3101(A)(1)).	\$2,000 per violation
8.	Contractor and/or its Employees failure to comply with drug and alcohol policies of the City.	\$1,000 per violation

74. **NOTICE:** Prior to the imposition of a liquidated damages assessment, Contractor will be notified in writing by the City. The City's notice will include a brief narrative apprising Contractor of the time, place, and nature of the violation(s). The notice will set forth those facts substantiating the violation. Contractor will be afforded an opportunity to respond, in writing, within twenty-four (24) hours from date and time of the notice. Contractor's failure to respond within this specified time will be deemed that the violation occurred.
75. **CURE:** Contractor must agree to properly cure any default within 24 hours to three (3) calendar days (depending on the circumstance) from the date the written notice of default is sent by the City to correct any unsatisfactory performance. If, in the opinion of the City, the unsatisfactory condition is not corrected within the time specified, then liquidated damages may be applied at the discretion of the City Representative and/or their designee.
76. **PAYMENT OF LIQUIDATED DAMAGES:** All amounts owed by Contractor are due and payable to the City within thirty (30) calendar days from the date of the notice of violation. The amount payable will be deducted from Contractor's invoice on the next month's invoice statement. Any amount unpaid after 30 days is delinquent and is subject to a delinquent account fee.

MISCELLANEOUS

77. **COOPERATIVE PURCHASE CONTRACTS:** Contractor may enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the Contract awarded to the Contractor based upon the competitive procurement process used by the City of Flagstaff for the Contract.
78. **ADVERTISING:** Contractor shall not advertise or publish information concerning the Contract with the City without the prior written consent of the City.
79. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
80. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.

- 81. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 82. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 83. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.
- 84. FORCE MAJEURE:**
- 84.1 There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
- 84.2 There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.
- 84.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
- 85. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees, and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 86. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the Contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, the Contract terminates, except that if the Contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

EXHIBIT C

INSURANCE REQUIREMENTS (CITY-WIDE CUSTODIAL CONTRACT)

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

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor’s obligations under the Contract have been met, including any warranty periods. Contractor’s failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
5. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
6. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
7. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

8. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
9. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
10. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.



FIRST AMENDMENT
CITY-WIDE CUSTODIAL SERVICES
CONTRACT FOR PROFESSIONAL SERVICES

Contract No. 2024-26

This First Amendment ("First Amendment") to the fully executed Contract for Professional Services (Contract No. 2024-26) dated June 25, 2024 ("Initial Contract") for City-Wide Custodial Services is made and entered into this 28 day of August 2024, by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Pinnacle Janitorial, Inc. dba Pinnacle Building Services, an Arizona corporation ("Contractor").

The Parties to the Initial Contract hereby agree to the following amendment. Deleted text has a ~~strike through~~ and new text is **BOLDED AND ALLCAPS**.

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

City-Wide Custodial Services

1. Cinder Lake Landfill Admin Building
2. City Hall
3. City Prosecutor's Office
4. Downtown Library
5. East Flagstaff Library
6. Flagstaff Aquaplex
7. Hazardous Products Center (located at Cinder Lake Landfill)
8. Mogollon Building
9. Municipal Court
10. Rio De Flag Water Treatment Facility
11. USGS (Four buildings)
12. Wildcat Hill Water Treatment Facility
- 13. CITY PARK RESTROOMS**
- 14. CORE SERVICES MAINTENANCE FACILITY**
- 15. FLAGSTAFF VISITOR CENTER**
- 16. MATERIAL RECOVERY FACILITY**
- 17. MILLIGAN HOUSE**
- 18. MOONSHOT BUSINESS ACCELERATOR**
- 19. MOONSHOT BUSINESS INCUBATOR**
- 20. PARKFLAG OFFICE (HOPI BUILDING)**
- 21. WATER SERVICES ADMINISTRATION BUILDING**
- 22. WATER SERVICES SHOP EAST SIDE**

and as more specifically described in the Scope of Work, attached ~~hereto~~ **TO THE INITIAL CONTRACT** as Exhibit A.1.

2. Compensation:

2.1 General:

2.1.1 Contractor shall be paid for satisfactory performance of the services defined in the Scope of Work attached as Exhibit A.1.

2.1.1.1 The Facility-Specific Scope of Work attached as *Exhibit A.2* and the Custodial Services – Proposal and Frequency Form attached as *Exhibit A.3*, **AND**


2.1.1.2 **THE FACILITIES DEFINED IN THE ADDITIONAL FACILITY-SPECIFIC SCOPE OF WORK ATTACHED HERETO AS EXHIBIT A.2 AND THE ADDITIONAL CUSTODIAL SERVICES – PROPOSAL AND FREQUENCY FORM ATTACHED HERETO AS EXHIBIT A.3.**

2.1.2 If there are conflicts between the Scope of Work and the Custodial Services – Proposal and Frequency Form **ATTACHED TO THE INITIAL CONTRACT OR THE FIRST AMENDMENT**, the requirements of the Scope of Work prevail.

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

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

CONTRACTOR:

By:  Fady Ebeid

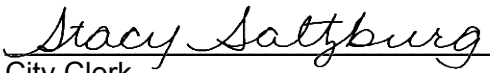
Title: CEO/Owner

CITY OF FLAGSTAFF

By: 

Greg Clifton signed on 8/26/2024 4:23:47 PM
Title: City Manager

ATTEST:


City Clerk
Stacy Saltzburg signed on 8/28/2024 4:05:50 PM

APPROVED AS TO FORM:

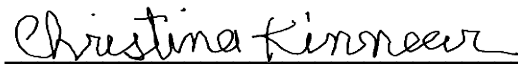

City Attorney's Office
Christina Kinnear signed on 8/26/2024 4:15:31 PM

EXHIBIT A.2

ADDITIONAL FACILITY-SPECIFIC SCOPE OF WORK

I. GENERAL INFORMATION REGARDING FACILITIES

Pinnacle Janitorial, Inc. is responsible for providing additional Custodial Services at the following facilities:

13. City Park Restrooms
14. Core Services Maintenance Facility
15. Flagstaff Visitor Center
16. Material Recovery Facility
17. Milligan House
18. MOONSHOT Business Accelerator
19. MOONSHOT Business Incubator
20. ParkFlag Office (Hopi Building)
21. Water Services Administration Building
22. Water Services Shop East Side

II. SPECIFIC INFORMATION REGARDING ADDITIONAL FACILITIES

- A. If there are conflicts between the Additional Facility-Specific Scope of Work and the Custodial Services – Proposal and Frequency Form, the requirements of the Additional Facility-Specific Scope of Work prevail.

13. CITY PARK RESTROOMS

Address: Varies by location

Hours Available to Render Services: 5:00 a.m. – 10:00 a.m.

Buffalo Park

Address: 2400 N Gemini Rd

Specs: Three (3) restroom units

Bushmaster Park (East and West)

Address: 3150 N Alta Vista Dr.

Specs: East – Three (3) restroom units, and West – Two (2) units

Heritage Square

Address: 111 W. Birch Ave.

Specs: Two (2) restroom units

Foxglenn Park

Address: 4200 E Butler Ave

Specs: Six (6) restroom units

Thorpe Park

Address: 191 N. Thorpe Rd.

Specs: Three (3) restroom units

Duties:

13.1 Perform Basic Services: Restrooms at each location to be cleaned and stocked (7 days a week / 365 days per year).

13.2 The Contractor will be responsible for opening, cleaning, and stocking of restrooms by the times listed above.

14. CORE SERVICES MAINTENANCE FACILITY

Address: 3200 W. Route 66

Specs: Approx. 73,245 square feet

Hours Available to Render Services: 7:00 p.m. – 4:00 a.m.

Duties:

14.1 Perform Basic Services: Monday to Friday (5 days/week).

14.2 The following areas of the facility are to be cleaned as according to the Custodial Services – Proposal and Frequency Form:

14.3 Administration – 13,155 square feet

14.3.1 Front Desk

14.3.2 Admin Offices

14.3.3 Restrooms and Showers

14.3.4 Conference Room

14.3.5 Locker Room and Kitchen Area

14.4 Streets – 746 square feet

14.4.1 Locker Room

14.4.2 Restrooms and Showers

14.5 Fleet – 1,604 square feet

14.5.1 Front Desk

14.5.2 Admin Offices

14.5.3 Break Room

14.5.4 Restrooms and Showers

14.5.5 The Contractor is not responsible for cleaning the Fleet shop area, the Telecom room, or the Fleet parts storage room.

15. FLAGSTAFF VISITOR CENTER

Address: 1 E. Route 66

Specs: Approx. 3,092 square feet – Visitor Center & Amtrak Lobby

Hours Available to Render Services: Between 11:00 p.m. and 3:00 a.m.

Duties:

- 15.1 Perform Basic Services: Monday through Sunday (7 days/week).
- 15.2 Restrooms shall be scheduled for a second cleaning, shift two, between the hours of noon and 3:00 p.m.

16. MATERIAL RECOVERY FACILITY

Address: 1800 E Butler Ave

Specs: Approx. 1,200 square feet (Office portion only)

Hours Available to Render Services: Between 9:00 a.m. - 3:00 p.m. Office location may be locked, and an onsite operations team member may provide access upon arrival during the listed days and hours.

Duties:

- 16.1 Perform Basic Services: One day/week -- Monday, Wednesday, or Friday.
- 16.2 A small 10x10 facility will need to be cleaned one time per month (i.e., Site Scalehouse).

17. MILLIGAN HOUSE

Address: 323 W. Aspen Ave.

Specs: Approx. 1,300 square feet

Hours Available to Render Services: Between 5:00 p.m. and 7:00 a.m.

Duties:

- 17.1 Perform Basic Services: Tuesday and Friday (2 days/week).
- 17.2 The Contractor is responsible for cleaning all offices, kitchen, restrooms, and exterior entryway.
- 17.3 This is a secure facility and will require security access to the facility. The contractor will be provided key access to the facility.

18. MOONSHOT BUSINESS ACCELERATOR

Address: 2201 N. Gemini Dr.

Specs: Approx. 7,300 square feet

Hours Available to Render Services: Between 5:00 p.m. and 7:00 p.m.

Duties:

- 18.1 Perform Basic Services: 5 times/week – Monday through Friday
- 18.2 This is a secure facility and will require security access facility.

18.3 The areas to clean are the common areas of the foyer/entry, hallways, kitchen, two (2) restrooms, office spaces to the left of the entry. Conference rooms, i.e. Classroom Style, Policy Room, Executive style. Tenant Spaces are excluded.

19. MOONSHOT BUSINESS INCUBATOR

Address: 2225 N. Gemini Dr.

Specs: Approx 2,200 square feet

Hours Available to Render Services: Between 5:00 p.m. and 7:00 p.m.

Duties:

19.1 Perform Basic Services: 5 times/week -- Monday through Friday

19.2 This is a secure facility and will require security access facility.

19.3 The areas to clean are the common areas of the foyer/entry, hallways, kitchen, three (3) restrooms, office spaces to the right of the entry. Tenant spaces are to be excluded.

20. PARKFLAG OFFICE (HOPI BUILDING)

Address: 120 N. Beaver St.

Specs: Approx. 1,550 square feet

Hours Available to Render Services: Between 5:00 p.m. and 7:00 p.m.

Duties:

20.1 Perform Basic Services: 1 time/week

20.2 The areas to be cleaned are the foyer and reception area, shared common space, 5 offices off the common space, the parking aide conference room, bathroom, kitchen, and side door foyer.

20.3 Any space not specifically named is excluded.

21. WATER SERVICES ADMINISTRATION BUILDING

Address: 1800 E Butler Ave

Specs: Approx. 1,200 square feet (Office portion only)

Hours Available to Render Services: Between 7:00 p.m. and 5:00 a.m.

Duties:

21.1 Perform Basic Services: Monday, Wednesday, and Friday (three days/week)

22. WATER SERVICES SHOP EAST SIDE

Address: 5401 E. Commerce Ave.

Specs: Approx. 7,838 square feet

Hours Available to Render Services: Between 6:00 p.m. and 10:00 p.m.

Duties:

- 22.1 Perform Basic Services: Tuesday and Thursday (2 days/week).
- 22.2 Contractor is responsible for cleaning the office area and GIS Office/File Cabinet Room/Meeting Room of this facility and the exterior entryway 12' X 12' approach area up each entry/exit doorway (X2), removal (and replacement) of floor mats for proper cleaning of floors in all areas.
- 22.3 Contractor is not responsible for moving equipment located on work benches.

EXHIBIT A.3 - Additional Custodial Services

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MILLIGAN HOUSE

Minimum # of staff
required for each

visit: Determined by
Contractor

BASIC SERVICES	FREQUENCY		
	PER DAY	WEEKLY	LUMP SUM
Floors/Carpeted			
Vacuum all carpet (under desks, tables, chairs)	X		
Remove debris and vacuum traffic areas	X		
Spot clean carpet (as requested)	X		
Floors/Non-Carpeted			
Dry Mop	X		
Wet Mop	X		
Concrete stair wells, sweep/mop (as requested)	X		
Doors			
Clean all glass doors and entrance side glasses	X		
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X	
Stairs & Exterior Walks			
Vacuum	X		
Wet Mop		X	
Vents - Exhaust		X	
Sofas, Chairs, office chairs & Conference areas			
Vacuum upholstery		X	
Tables - Clean	X		
File Cabinets and Card Files - Dust	X		
Wastebaskets - Empty (change liners as needed)	X		
Trash & Recycle Containers			
Empty (change liner as needed)	X		
Ledges and Counter Tops - Damp clean and polish	X		
Dusting - Low dust (to 6 foot height)		X	
Rest Rooms			
Clean floor drain cover		X	
Clean and sanitize stalls, commodes and urinals	X		
Clean mirrors and shelves	X		
Wash urinals, walls surrounding urinal & toilet partitions	X		
Clean sinks and chrome, fill soap dispensers	X		
Clean and fill napkin disposal and change liner	X		
Wet mop and disinfect	X		
Fill toilet paper dispenser	X		
Spot clean walls, pipe fixtures	X		
Clean walls		X	
Empty trash containers	X		
Damp clean exterior of trash container	X		
Treat all floor drains - 1 gallon of water and disinfect	X		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MILLIGAN HOUSE

BASIC SERVICES	FREQUENCY		
	PER DAY	WEEKLY	LUMP SUM
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies and Hallways			
Refrigerator - Clean exterior (damp cloth)		X	
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth)	X		
Vacuum carpet thoroughly	X		
Clean sinks	X		
Damp clean exterior of trash container	X		
Floors, mop and disinfect	X		
Microwave			
Exterior	X		
Interior		X	
Outside Foyer - Dry Mop		X	
TOTAL BASIC SERVICES			\$580.00

MONTHLY SERVICES	FREQUENCY	
	MONTHLY	LUMP SUM
Doors		
Clean all non-glass doors & door jams	X	\$19.00
Clean all glass panels next to doors	X	\$8.00
Dusting		
Windows - Blinds	X	\$32.00
Vents/Exhaust	X	\$8.00
Book and Magazine Shelves	X	\$8.00
High dust (above 6 feet)	X	\$17.00
Remove all cobwebs	X	\$8.00
Rest Rooms		
Disinfect walls	X	\$24.00
TOTAL MONTHLY SERVICES		\$124.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$580.00	2	\$6,960.00
	12-MONTHS - Times 12	\$124.00	7	\$1,488.00
TOTAL ANNUAL CONTRACT AMOUNT				\$8,448.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

MILLIGAN HOUSE

AS REQUESTED SERVICES		
Windows		
Interior		\$140.00
Exterior		\$170.00
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
Doors		
Oil all non-glass doors		\$16.00
Dusting		
Beams		\$8.00
Refrigerator - Defrost and clean		\$70.00
Floors/Non-Carpeted		
Strip, Wax and Buff		45 cents a square fett
Cement floors, strip and seal		45 cents a square fett
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS INCUBATOR**

Minimum # of staff required
for each visit: **2**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)	X				
Remove debris and vacuum traffic areas	X				
Spot clean carpet (as requested)	X				
Floors/Non-Carpeted					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)	X				
Doors					
Clean all glass doors and entrance side glasses				X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
Stairs, Stair Landing, Elevator & Exterior Walks					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
Vents - Exhaust				X	
Sofas, Chairs, office chairs & Conference areas					
Vacuum upholstery	X				
Tables - Clean	X				
File Cabinets and Card Files - Dust	X				
Water Fountains - Clean and Disinfect	X				
Wastebaskets - Empty (change liners as needed)	X				
Trash & Recycle Containers Empty (change liners as needed)	X				
Ledges and Counter Tops - Damp clean and polish	X				
Dusting - Low dust (to 6 foot height)	X				
Patio - Sweep	X				
Rest Rooms					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS INCUBATOR**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty		X			
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
Microwave					
Exterior			X		
Interior			X		
TOTAL BASIC SERVICES					\$1,600.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$19.00
Clean all glass panels next to doors	X		\$8.00
Dusting			
Windows - Blinds	X		\$32.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
Rest Rooms			
Disinfect walls	X		\$24.00
TOTAL MONTHLY SERVICES			\$124.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS INCUBATOR**

COST SUMMARY					
				ESTIMATE D HOURS PER SERVICE	EXTEN DED PRICE
SERVICE	FREQUENCY	UNIT COST	UNIT COST	D HOURS PER SERVICE	EXTEN DED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$1,600.00	2	#####
Monthly Services	12-MONTHS - Times 12		\$124.00	6	#####
TOTAL ANNUAL CONTRACT AMOUNT					#####

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		cents per square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		5 cents a square foot
Cement floors, strip and seal		5 cents a square foot
Doors		
Oil all non-glass doors		\$26.50 per man hour
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$16.00
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS ACCELERATOR**

Minimum # of staff required
for each visit: **2**

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY WEEKLY	
Floors/Carpeted				
Vacuum all carpet (under desks, tables, chairs)	X			
Remove debris and vacuum traffic areas	X			
Spot clean carpet (as requested)	X			
Floors/Non-Carpeted				
Dry Mop	X			
Wet Mop	X			
Concrete stair wells, sweep/mop (as requested)	X			
Doors				
Clean all glass doors and entrance side glasses			X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X	
Stairs, Stair Landing, Elevator & Exterior Walks				
Sweep or vacuum (if carpeted)			X	
Wet Mop			X	
Vents - Exhaust			X	
Sofas, Chairs, office chairs & Conference areas				
Vacuum upholstery	X			
Tables - Clean	X			
File Cabinets and Card Files - Dust	X			
Water Fountains - Clean and Disinfect	X			
Wastebaskets - Empty (change liners as needed)	X			
Trash & Recycle Containers Empty (change liners as needed)	X			
Ledges and Counter Tops - Damp clean and polish	X			
Dusting - Low dust (to 6 foot height)	X			
Patio - Sweep	X			
Rest Rooms				
Clean floor drain cover	X			
Clean and sanitize stalls, commodes and urinals	X			
Clean mirrors and shelves	X			
Wash urinals, walls surrounding urinal & toilet partitions	X			
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect	X			

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS ACCELERATOR**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect				X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty		X			
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
Microwave					
Exterior				X	
Interior				X	
TOTAL BASIC SERVICES					\$2,100.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$25.00
Clean all glass panels next to doors	X		\$12.00
Dusting			
Windows - Blinds	X		\$40.00
Vents/Exhaust	X		\$12.00
Book and Magazine Shelves	X		\$12.00
High dust (above 6 feet)	X		\$24.00
Remove all cobwebs	X		\$12.00
Rest Rooms			
Disinfect walls	X		\$30.00
TOTAL MONTHLY SERVICES			\$167.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM
NACET BUSINESS ACCELERATOR**

COST SUMMARY					
SERVICE	FREQUENCY		UNIT COST	HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12		\$2,100.00	3	\$25,200.00
	12-MONTHS - Times 12		\$167.00	10	\$2,004.00
Monthly Services					
TOTAL ANNUAL CONTRACT AMOUNT					\$27,204.00

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		cents per square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Doors		
Oil all non-glass doors		\$26.50 per man hour
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$16.00
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices			
Sand Urns - empty		X	
Refrigerator - Clean exterior (damp cloth) Clean chairs with damp cloth			X
Empty Wastebaskets (and change liners as needed)	X		
Clean ledges and counter tops (damp cloth) Clean tables	X		
Vacuum carpet thoroughly Clean sinks	X		
Damp clean exterior of trash container Floors, mop and disinfect	X		
Microwave - Clean Exterior	X		
Interior	X		
	X		
			X
TOTAL BASIC SERVICES			\$11,040.00
FREQUENCY			
MONTHLY SERVICES	MONTHLY	LUMP SUM	
Doors			
Clean all non-glass doors & door jams Clean all glass panels next to doors	X		\$125.00
	X		\$125.00
Dusting			
Windows - Blinds Vents/Exhaust	X		\$160.00
Book and Magazine Shelves High dust (above 6 feet)	X		\$140.00
Remove all cobwebs	X		\$60.00
	X		\$150.00
	X		\$40.00
Rest Rooms			
Disinfect walls	X		\$140.00
TOTAL MONTHLY SERVICES			\$940.00
COST SUMMARY			
ESTIMATED HOURS PER SERVICE			
SERVICE	FREQUENCY	UNIT COST	SERVICE EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly) Monthly Services	MONTHS - Times 12	\$11,040.00	19
	12-MONTHS - Times 12	\$940.00	36
TOTAL ANNUAL CONTRACT AMOUNT			\$143,760.00
AS REQUESTED SERVICES			
			LUMP SUM
Windows			
Interior Exterior			\$210
			\$240
Sofas, Chairs, office chairs & Conference areas			

Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Floors/Non-Carpeted		
Strip, Wax and Buff		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Doors		
Oil all non-glass doors		\$26.50 per man hour
Dusting		
Beams		\$26.50 per man hour
Refrigerator - Defrost and clean		16 per refridgerator
Lights - Clean (wash fixtures & bulbs)		\$26.50 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work. Concrete stair wells, sweep/mop		22 cents a square foot
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Minimum # of staff required
for each visit: Determined
by Contractor

Water Services Shop East Side

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY WEEKLY	
Floors/Carpeted				
Vacuum all carpet (under desks, tables, chairs)			X	
Remove debris and vacuum traffic areas		X		
Spot clean carpet (as requested)		X		
Floors/Non-Carpeted				
Dry Mop			X	
Wet Mop			X	
Concrete stair wells, sweep/mop (as requested)				
Doors				
Clean all glass doors and entrance side glasses			X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
Stairs, Stair Landing, Elevator & Exterior Walks				
Sweep or vacuum (if carpeted)			X	
Wet Mop			X	
Vents - Exhaust			X	
Sofas, Chairs, office chairs & Conference areas				
Vacuum upholstery		X		
Tables - Clean		X		
File Cabinets and Card Files - Dust		X		
Water Fountains - Clean and Disinfect		X		
Wastebaskets - Empty (change liners as needed)		X		
Trash & Recycle Containers		X		
Empty (change liners as needed)		X		
Ledges and Counter Tops - Damp clean and polish		X		
Dusting - Low dust (to 6 foot height)		X		
Patio - Sweep		X		
Rest Rooms				
Clean floor drain cover		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves		X		
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers		X		
Clean and fill napkin disposal and change liner		X		
Wet mop and disinfect		X		

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Minimum # of staff required
for each visit: Determined
by Contractor

Water Services Shop East Side

BASIC SERVICES	FREQUENCY			LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	
Spray wax and disinfect			X	
Fill toilet paper dispenser			X	
Spot clean walls, pipe fixtures				X
Clean walls			X	
Empty trash containers			X	
Fill and damp clean seat cover dispenser			X	
Damp clean exterior of trash container			X	
Treat all floor drains - 1 gallon of water and disinfect				X
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices				
Sand Urns- empty		X		
Refrigerator - Clean exterior (damp cloth)				X
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)		X		
Clean ledges and counter tops (damp cloth)		X		
Clean tables		X		
Vacuum carpet thoroughly		X		
Clean sinks		X		
Damp clean exterior of trash container		X		
Floors, mop and disinfect		X		
Microwave				
Exterior			X	
Interior			X	
TOTAL BASIC SERVICES				\$840.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$25.00
Clean all glass panels next to doors	X		\$12.00
Dusting			
Windows - Blinds	X		\$30.00
Vents/Exhaust	X		\$10.00
Book and Magazine Shelves	X		\$10.00
High dust (above 6 feet)	X		\$20.00
Remove all cobwebs	X		\$10.00
Rest Rooms			
Disinfect walls	X		\$16.00
TOTAL MONTHLY SERVICES			\$133.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Minimum # of staff required
for each visit: **Determined
by Contractor**

Water Services Shop East Side

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	TIM AT ED HO	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$840.00	3	\$10,080.00	
Monthly Services	12-MONTHS - Times 12	\$133.00	5	\$1,596.00	
TOTAL ANNUAL CONTRACT AMOUNT				\$11,676.00	

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		2 cents per square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		45 cents a square foot
Doors		
Oil all non-glass doors		\$26.50 per man hour
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$16.00
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		2 cents per square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Minimum # of staff required
for each visit: **Determined**
by Contractor

Water Services Shop East Side

Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

CUSTODIAL SERVICES

Minimum # of staff
required for each
visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas		X		
Spot clean carpet (as needed or as found)		X		
Floors/Non-Carpeted				
Dry Mop			X	
Wet Mop			X	
Doors				
Clean all glass doors and side glasses			X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
Vents - Exhaust Dust			X	
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect			X	
File Cabinets and Card Files - Dust			X	
Water Fountains - Clean and Disinfect		X		
Wastebaskets - Empty (change liners as needed)		X		
Trash & Recycle Containers				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices		X		
Dusting - High dusting (6ft to 20 ft)				
Dusting - Low dust (to 6 foot height)			X	

CUSTODIAL SERVICES

Minimum # of staff
required for each
visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI- WEEKLY	WEEKLY	LUMP SUM
Rest Rooms				
Clean floor drain cover add deodorizer		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect			X	
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures		X		
Clean walls		X		
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways				
Refrigerator - Clean exterior (damp cloth)		X		
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)		X		
Clean tables	X			
Vacuum carpet thoroughly			X	
Clean sinks	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect		X		
Microwave & Toasters				
Clean Interior and Exterior			X	

CUSTODIAL SERVICES

Minimum # of staff
required for each
visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

TOTAL BASIC SERVICES	\$2,300.00
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CUSTODIAL SERVICES

Minimum # of staff
required for each
visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	Yes	\$30.00
Doors - Clean all non-glass doors & door jams	Yes	\$20.00
Clean all office glass panels next to doors	Yes	\$20.00
Dusting (Spray and Wipe)		
Windows - Blinds	Yes	\$16.00
Vents/Exhaust	Yes	\$16.00
High dust (above 6 feet to 20 feet)	Yes	\$25.00
Remove all cobwebs	Yes	\$20.00
Floor Mats - Wash	Yes	\$20.00
Rest Rooms		
Disinfect and clean all walls	Yes	\$25.00
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	Yes	\$30.00
TOTAL MONTHLY SERVICES		\$222.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	ESTIMATED HOURS PER SERVICE	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$2,300.00	3	\$27,600.00
Monthly Services	12-MONTHS - Times 12	\$222.00	9	\$2,664.00
TOTAL ANNUAL CONTRACT AMOUNT				\$30,264.00

CUSTODIAL SERVICES

Minimum # of staff
required for each
visit: Determined by
Contractor

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

AS REQUESTED SERVICES		LUMP SUM
Windows - Interior and Exterior		\$26.50 per man hour
Doors Oil all non-glass doors		\$26.50 per man hour
Dusting All exposed beams		\$25.00
Refrigerator - Defrost and clean		\$16.00
Floors/Non-Carpeted Strip, Wax and Buff - Note: This does not apply to the wood floor in the lobby of City Hall		.45 per square ft
Cement floors, strip and seal		.45 per square ft
Lights - Clean (wash fixtures & bulbs)		\$35.00
Floors/Carpeted Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas Clean and dust		\$26.50 per man hour
Windows Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour

CUSTODIAL SERVICES

**Minimum # of staff
required for each
visit: Determined by
Contractor**

PROPOSAL AND FREQUENCY FORM

PW Core Services Facility - Administration Building (7PM -

<p>Sofas, Chairs, office chairs, Council Chambers & Conference areas - Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		
		22 cents a square foot

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

PW Core Services Facility - Fleet Building (7PM - 4AM)

Minimum # of staff
required for each

visit: Determined by
Contractor

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Floors/Carpeted (all areas)				
Vacuum all carpet (under desks, tables, chairs)			X	
Vacuum traffic areas		X		
Spot clean carpet (as needed or as found)		X		
Floors/Non-Carpeted				
Dry Mop			X	
Wet Mop			X	
Doors				
Clean all glass doors and side glasses			X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).		X		
Vents - Exhaust Dust			X	
Tables/Surfaces - (Ledges / Countertops) - Clean and disinfect			X	
File Cabinets and Card Files - Dust			X	
Water Fountains - Clean and Disinfect		X		
Wastebaskets - Empty (change liners as needed)		X		
Trash & Recycle Containers				
Trash - Empty and replace liner as needed	X			
Recycling - Empty. Do not use plastic liners in employee offices		X		
Dusting - High dusting (6ft to 20 ft)				
Dusting - Low dust (to 6 foot height)			X	

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

PW Core Services Facility - Fleet Building (7PM - 4AM)

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Rest Rooms				
Clean floor drain cover add deodorizer		X		
Clean and sanitize stalls, commodes and urinals		X		
Clean mirrors and shelves				
Wash urinals, walls surrounding urinal & toilet partitions		X		
Clean sinks and chrome, fill soap dispensers	X			
Clean and fill napkin disposal and change liner	X			
Wet mop and disinfect			X	
Fill toilet paper dispenser	X			
Spot clean walls, pipe fixtures		X		
Clean walls		X		
Empty trash containers	X			
Fill and damp clean seat cover dispenser	X			
Damp clean exterior of trash container	X			
Treat all floor drains - 1 gallon of water and disinfect			X	
Employee Lunchrooms, Kitchens, Lounges, Council Conference Rooms, Lobbies and Hallways				
Refrigerator - Clean exterior (damp cloth)		X		
Clean chairs with damp cloth		X		
Empty Wastebaskets (and change liners as needed)	X			
Clean ledges, counter tops, appliance and furniture (damp cloth)		X		
Clean tables	X			
Vacuum carpet thoroughly			X	
Clean sinks	X			
Damp clean exterior of trash container	X			
Floors, mop and disinfect		X		
Microwave & Toasters				
Clean Interior and Exterior			X	
TOTAL BASIC SERVICES				\$1,440.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM
PW Core Services Facility - Fleet Building (7PM - 4AM)**

FREQUENCY TASK LIST		
MONTHLY SERVICES	MONTHLY	LUMP SUM
Windows - Entrance glass & slanted glass - Clean	Yes	\$10.00
Doors - Clean all non-glass doors & door jams	Yes	\$10.00
Clean all office glass panels next to doors	Yes	\$10.00
Dusting (Spray and Wipe)		
Windows - Blinds	Yes	\$8.00
Vents/Exhaust	Yes	\$8.00
High dust (above 6 feet to 20 feet)	Yes	\$15.00
Remove all cobwebs	Yes	\$8.00
Floor Mats - Wash	Yes	\$10.00
Rest Rooms		
Disinfect and clean all walls	Yes	\$20.00
Floors - Lobby First Floor, Hallways and Breakrooms		
Buff	Yes	\$40.00
TOTAL MONTHLY SERVICES		\$139.00

COST SUMMARY				
SERVICE	FREQUENCY	UNIT COST	MATED HOURS PER	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,440.00	1.5	\$17,280.00
Monthly Services	12-MONTHS - Times 12	\$139.00	3	\$1,668.00
TOTAL ANNUAL CONTRACT AMOUNT				\$18,948.00

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM
PW Core Services Facility - Fleet Building (7PM - 4AM)**

AS REQUESTED SERVICES		
		LUMP SUM
Windows - Interior and Exterior		\$26.50 per man hour
Doors Oil all non-glass doors		\$26.50 per man hour
Dusting All exposed beams		\$25.00
Refrigerator - Defrost and clean		\$16.00
Floors/Non-Carpeted Strip, Wax and Buff - Note: This does not apply to the wood floor in the lobby of City Hall		.45 per square ft
Cement floors, strip and seal		.45 per square ft
Lights - Clean (wash fixtures & bulbs)		\$35.00
Floors/Carpeted Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas Clean and dust		\$26.50 per man hour
Windows Interior		\$26.50 per man hour
Exterior		\$26.50 per man hour
Sofas, Chairs, office chairs, Council Chambers & Conference areas -		

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

PW Core Services Facility - Fleet Building (7PM - 4AM)

<p>Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.</p>		<p>22 cents a square foot</p>
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**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Streets

Minimum # of staff required for each visit: Determined by Contractor		
	FREQUENCY	
BASIC SERVICES	SEMI-WEEKLY	LUMP SUM
Floors/Non-Carpeted		
Dry Mop	X	
Wet Mop	X	
Tables - Clean	X	
Wastebaskets - Empty (change liners as needed)		
Trash & Recycle Containers	X	
Empty (change liners as needed)	X	
Recycle Containers	X	
Counter Tops - Damp clean and polish		
Rest Rooms		
Clean and sanitize stalls, commodes and urinals	X	
Clean mirrors and shelves		
Wash urinals, walls surrounding urinal & toilet partitions	X	
Clean sinks and chrome, fill soap dispensers	X	
Wet mop and disinfect	X	
Fill toilet paper dispenser		
Empty trash containers	X	
TOTAL BASIC SERVICES		\$810.00

COST SUMMARY				
			TED HOURS PER	
SERVICE	FREQUENCY	UNIT COST	PER	EXTENDED PRICE
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$810.00	1.25	\$9,720.00
TOTAL ANNUAL CONTRACT AMOUNT				\$9,720.00

AS REQUESTED SERVICES		
Windows - Interior/Exterior - Clean		\$27
Floors/Non-Carpeted		
Strip, Wax and Buff (2-coats Sealer, 4-coats Wax)		45 cents per square foot

**CUSTODIAL SERVICES
PROPOSAL AND FREQUENCY FORM**

Wash Building

~~Minimum # of staff~~
 required for each
 visit: Determined by
 Contractor

FREQUENCY TASK LIST				
BASIC SERVICES	PER DAY	SEMI-WEEKLY	WEEKLY	LUMP SUM
Rest Rooms				
Clean floor drain cover add deodorizer		X		

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Water Services Admin

Minimum # of staff required
for each visit: **2**

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)				X	
Remove debris and vacuum traffic areas			X		
Spot clean carpet (as requested)			X		
Floors/Non-Carpeted					
Dry Mop				X	
Wet Mop				X	
Concrete stair wells, sweep/mop (as requested)					
Doors					
Clean all glass doors and entrance side glasses				X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).			X		
Stairs, Stair Landing, Elevator & Exterior Walks					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
Vents - Exhaust				X	
Sofas, Chairs, office chairs & Conference areas					
Vacuum upholstery			X		
Tables - Clean			X		
File Cabinets and Card Files - Dust			X		
Water Fountains - Clean and Disinfect			X		
Wastebaskets - Empty (change liners as needed)			X		
Trash & Recycle Containers			X		
Empty (change liners as needed)			X		
Ledges and Counter Tops - Damp clean and polish			X		
Dusting - Low dust (to 6 foot height)			X		
Patio - Sweep			X		
Rest Rooms					
Clean floor drain cover			X		
Clean and sanitize stalls, commodes and urinals			X		
Clean mirrors and shelves			X		
Wash urinals, walls surrounding urinal & toilet partitions			X		
Clean sinks and chrome, fill soap dispensers			X		
Clean and fill napkin disposal and change liner			X		
Wet mop and disinfect			X		

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Water Services Admin

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
Spray wax and disinfect			X		
Fill toilet paper dispenser			X		
Spot clean walls, pipe fixtures				X	
Clean walls			X		
Empty trash containers			X		
Fill and damp clean seat cover dispenser			X		
Damp clean exterior of trash container			X		
Treat all floor drains - 1 gallon of water and disinfect				X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty		X			
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth		X			
Empty Wastebaskets (and change liners as needed)		X			
Clean ledges and counter tops (damp cloth)		X			
Clean tables		X			
Vacuum carpet thoroughly		X			
Clean sinks		X			
Damp clean exterior of trash container		X			
Floors, mop and disinfect		X			
Microwave					
Exterior			X		
Interior			X		
TOTAL BASIC SERVICES					\$1,480.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$19.00
Clean all glass panels next to doors	X		\$8.00
Dusting			
Windows - Blinds	X		\$32.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
Rest Rooms			
Disinfect walls	X		\$24.00
TOTAL MONTHLY SERVICES			\$124.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Water Services Admin

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	TED HOURS PER SERVICE	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$1,480.00	4.5	\$17,760.00	
Monthly Services	12-MONTHS - Times 12	\$124.00	7	\$1,488.00	
TOTAL ANNUAL CONTRACT AMOUNT				\$19,248.00	

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$140.00
Exterior		\$170.00
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		.22 per square ft
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		\$16.00
Cement floors, strip and seal		
Doors		\$8.00
Oil all non-glass doors		\$70.00
Dusting		
Beams and HVAC		\$16.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Material Recovery Facility

Minimum # of staff required					
for each visit: Determined by Contractor					
BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)				X	
Remove debris and vacuum traffic areas				X	
Spot clean carpet (as requested)				X	
Floors/Non-Carpeted					
Dry Mop				X	
Wet Mop				X	
Concrete stair wells, sweep/mop (as requested)				X	
Doors					
Clean all glass doors and entrance side glasses				X	
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
Stairs, Stair Landing, Elevator & Exterior Walks					
Sweep or vacuum (if carpeted)				X	
Wet Mop				X	
Vents - Exhaust				X	
Sofas, Chairs, office chairs & Conference areas					
Vacuum upholstery				X	
Tables - Clean				X	
File Cabinets and Card Files - Dust				X	
Water Fountains - Clean and Disinfect				X	
Wastebaskets - Empty (change liners as needed)				X	
Trash & Recycle Containers Empty (change liners as needed)				X	
Ledges and Counter Tops - Damp clean and polish				X	
Dusting - Low dust (to 6 foot height)				X	
Patio - Sweep				X	
Rest Rooms					
Clean floor drain cover				X	
Clean and sanitize stalls, commodes and urinals				X	
Clean mirrors and shelves				X	
Wash urinals, walls surrounding urinal & toilet partitions				X	
Clean sinks and chrome, fill soap dispensers				X	
Clean and fill napkin disposal and change liner				X	
Wet mop and disinfect				X	

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Material Recovery Facility

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
Spray wax and disinfect				X	
Fill toilet paper dispenser				X	
Spot clean walls, pipe fixtures				X	
Clean walls				X	
Empty trash containers				X	
Fill and damp clean seat cover dispenser				X	
Damp clean exterior of trash container				X	
Treat all floor drains - 1 gallon of water and disinfect				X	
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty				X	
Refrigerator - Clean exterior (damp cloth)				X	
Clean chairs with damp cloth				X	
Empty Wastebaskets (and change liners as needed)				X	
Clean ledges and counter tops (damp cloth)				X	
Clean tables				X	
Vacuum carpet thoroughly				X	
Clean sinks				X	
Damp clean exterior of trash container				X	
Floors, mop and disinfect				X	
Microwave					
Exterior				X	
Interior				X	
TOTAL BASIC SERVICES					\$320.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$19.00
Clean all glass panels next to doors	X		\$8.00
Dusting			
Windows - Blinds	X		\$32.00
Vents/Exhaust	X		\$8.00
Book and Magazine Shelves	X		\$8.00
High dust (above 6 feet)	X		\$17.00
Remove all cobwebs	X		\$8.00
Rest Rooms			
Disinfect walls	X		\$24.00
TOTAL MONTHLY SERVICES			\$124.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

Material Recovery Facility

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	ATED HOURS PER SERVICE	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$320.00	2	\$3,840.00	
Monthly Services	12-MONTHS - Times 12	\$124.00	7	\$1,488.00	
TOTAL ANNUAL CONTRACT AMOUNT				\$5,328.00	

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$140.00
Exterior		\$170.00
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		
Doors		
Oil all non-glass doors		\$15.00
Dusting		
Beams and HVAC		\$20.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage

Minimum # of staff required
for each visit: Determined
by Contractor

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI-WEEKLY	WEEKLY	
Floors/Carpeted					
Vacuum all carpet (under desks, tables, chairs)					
Remove debris and vacuum traffic areas					
Spot clean carpet (as requested)					
Floors/Non-Carpeted					
Dry Mop	X				
Wet Mop	X				
Concrete stair wells, sweep/mop (as requested)					
Doors					
Clean all glass doors and entrance side glasses					
Stainless Steel - All kick plates, doors, partitions, etc. Clean and polish (leaving no streaks).				X	
Stairs, Stair Landing, Elevator & Exterior Walks					
Sweep or vacuum (if carpeted)					
Wet Mop					
Vents - Exhaust					
Sofas, Chairs, office chairs & Conference areas					
Vacuum upholstery					
Tables - Clean					
File Cabinets and Card Files - Dust					
Water Fountains - Clean and Disinfect					
Wastebaskets - Empty (change liners as needed)					
Trash & Recycle Containers Empty (change liners as needed)					
Ledges and Counter Tops - Damp clean and polish					
Dusting - Low dust (to 6 foot height)					
Patio - Sweep					
Rest Rooms					
Clean floor drain cover	X				
Clean and sanitize stalls, commodes and urinals	X				
Clean mirrors and shelves	X				
Wash urinals, walls surrounding urinal & toilet partitions	X				
Clean sinks and chrome, fill soap dispensers	X				
Clean and fill napkin disposal and change liner	X				
Wet mop and disinfect	X				

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage

BASIC SERVICES	FREQUENCY				LUMP SUM
	DAILY	2x WEEK	SEMI- WEEKLY	WEEKLY	
Spray wax and disinfect	X				
Fill toilet paper dispenser	X				
Spot clean walls, pipe fixtures	X				
Clean walls	X				
Empty trash containers	X				
Fill and damp clean seat cover dispenser	X				
Damp clean exterior of trash container	X				
Treat all floor drains - 1 gallon of water and disinfect		X			
Employee Lunchrooms, Kitchens, Lounges, Conference Rooms, Lobbies, Hallways and Offices					
Sand Urns- empty					
Refrigerator - Clean exterior (damp cloth)					
Clean chairs with damp cloth					
Empty Wastebaskets (and change liners as needed)					
Clean ledges and counter tops (damp cloth)					
Clean tables					
Vacuum carpet thoroughly					
Clean sinks					
Damp clean exterior of trash container					
Floors, mop and disinfect					
Microwave					
Exterior					
Interior					
TOTAL BASIC SERVICES					\$5,720.00

MONTHLY SERVICES	FREQUENCY		LUMP SUM
	MONTHLY		
Doors			
Clean all non-glass doors & door jams	X		\$40.00
Clean all glass panels next to doors	X		\$60.00
Dusting			
Windows - Blinds	X		\$24.00
Vents/Exhaust	X		\$24.00
Book and Magazine Shelves	X		\$12.00
High dust (above 6 feet)	X		\$30.00
Remove all cobwebs	X		\$20.00
Rest Rooms			
Disinfect walls	X		\$40.00
TOTAL MONTHLY SERVICES			\$250.00

**CUSTODIAL SERVICES
PROPOSAL FREQUENCY FORM**

City Park Restrooms -- Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage

COST SUMMARY					
SERVICE	FREQUENCY	UNIT COST	MATED HOURS	EXTENDED PRICE	
Basic Services (Daily, Semi-Weekly, Weekly)	MONTHS - Times 12	\$5,720.00	5	\$68,640.00	
Monthly Services	12-MONTHS - Times 12	\$250.00	12	\$3,000.00	
TOTAL ANNUAL CONTRACT AMOUNT				\$71,640.00	

AS REQUESTED SERVICES		
		LUMP SUM
Windows		
Interior		\$160.00
Exterior		\$200.00
Sofas, Chairs, office chairs & Conference areas		
Shampoo - Note: The shampooing of furniture will be scheduled by the Facilities Superintendent. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Floors/Non-Carpeted		
Strip, Wax and Buff include IT Room		45 cents a square foot
Cement floors, strip and seal		
Doors		
Oil all non-glass doors		\$15.00
Dusting		
Beams and HVAC		\$20.00
Refrigerator - Defrost and clean		\$16.00
Lights - Clean (wash fixtures & bulbs)		\$26.5 per man hour
Floors/Carpeted		
Spot clean carpet		\$26.50 per man hour
Shampoo Carpets - Note: Facilities Superintendent will schedule the shampooing and/or dry extractions of the carpets. The Facilities Superintendent may request that others perform this work. If requested to provide this service an estimate will be obtained and approved by the Facilities Superintendent prior to performing any work.		22 cents a square foot
Concrete stair wells, sweep/mop		\$26.50 per man hour
Desks - Cleaning/Waxing of desks		\$26.50 per man hour
Walls - Spot clean		\$26.50 per man hour
Sofas, Chairs, office chairs, & Conference areas		
Clean and dust		\$26.50 per man hour

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sarah Langley, Public Affairs Director
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Ratification: Letter of Opposition to ACC Docket 24-0025: Proposed Modifications to the Electric Energy Efficiency Standards Rules -- Article 24

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of opposition.

Executive Summary:

The City of Flagstaff's Sustainability Division requested that the Mayor and Council submit a letter of opposition to the Arizona Corporation Commission (ACC) related to an upcoming decision on Proposed Modifications to the Electric Energy Efficiency Standards Rules -- Article 24 (Docket 00000A-24-0025). The proposal before the ACC would effectively abolish energy efficiency programs established under Article 24. The City's 2024 State Legislative Priorities include the priority of "urging the Arizona Corporation Commission to adopt a statewide clean energy standard that achieves 100% carbon-free energy in our state".

The letter was submitted as a public comment to Docket No. 00000A-24-0025 on Friday, September 27. Staff is requesting retroactive Council approval of the letter.

Financial Impact:

None.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

None.

Connection to PBB Priorities and Objectives:

Facilitate, develop, and encourage carbon-neutral energy opportunities.

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

FS-3: Support fuel switching in existing residential and commercial buildings.

Connection to 10-Year Housing Plan:

N/A

Attachments: [Flagstaff_Letter of Opposition_Docket 24-0025](#)



CITY OF FLAGSTAFF

FLAGSTAFF CITY COUNCIL

211 West Aspen Avenue, Flagstaff, Arizona 86001

Main Line: 928-213-2000

Website: <https://www.flagstaff.az.gov>

September 27, 2024

Arizona Corporation Commission
1200 W Washington St.
Phoenix, AZ 85007

RE: City of Flagstaff comment letter *In the Matter of the Proposed Modifications to the Electric Energy Efficiency Standards Rules – Article 24 (Docket RE-00000A-24-0025)* and Appeal to the Arizona Corporation Commission in Support of Energy Efficiency Programs

Dear Chairman O'Connor and Commissioners,

The City of Flagstaff submits this comment letter in response to *the Proposed Modifications to the Electric Energy Efficiency Standards Rules – Article 24 (Docket RE-00000A-24-0025)* and appeals to the Arizona Corporation Commission to support Energy Efficiency Programs.

Thank you for the opportunity to share our input. The City of Flagstaff requests that the Arizona Corporation Commission reject the proposal to modify the Electric Energy Efficiency Standards Rules. The energy efficiency programs established under Article 24 provide critical resources that benefit Arizona households, businesses, workers, and ratepayers. A Commission's decision to abolish these programs would have a direct negative impact on Arizona residents and businesses.

The electric energy efficiency programs provide the following critical benefits to Arizona businesses and residents.

- **Energy and Cost Savings**: Energy efficiency upgrades save money for households and businesses. According to National Renewable Energy Laboratory modeling, improvements such as duct sealing and insulation would be cost-effective for over 65% of Arizona households, with annual savings of \$86 per year, for a total statewide savings potential of \$98 million.¹ Improvements such as heat pumps to replace old air conditioners or electric baseboard heating can yield even higher savings. Still, customers often must overcome the upfront costs, which makes the utility energy efficiency incentives a critical component in unlocking these potential savings.
- **Cost Effective**: Per R14-2-2412, Cost-effectiveness, these programs are already required to be cost-effective, meaning they generate more significant benefits for Arizonans than their overall program costs. These programs are highly cost-effective, with benefit-to-cost ratios of more than two-to-one. At a time of rising utility rates, the Commission should be working to expand all cost-effective energy savings options, not repealing them.
- **Leverage of Federal Benefits**: The energy efficiency programs also bring in federal benefits, supporting the Arizona economy through increased federal tax credits and grants. Over 46,000 Arizonans received the 25C energy efficiency home improvement tax credit in 2023, representing \$41 million in federal tax credits returned



CITY OF FLAGSTAFF

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- to the Arizona economy.² The utility energy efficiency programs will also support Arizonans in taking advantage of the over \$150 million in Home Energy Rebates authorized for Arizona by the Inflation Reduction Act.
- **Benefits to Local Small Businesses:** Electric energy efficiency programs provide critical support to the local energy efficiency industry, primarily composed of small businesses. Over 88% of plumbing, heating, and air-conditioning contractors and 79% of drywall and insulation contractors in Arizona have fewer than 20 employees.³
- **Support for Local Jobs:** Energy efficiency is the largest energy sector in Arizona, employing over 44,000 workers across every county in 2023, and has the potential to create even more local jobs and economic activity.⁴ This represents 15% of Arizona's construction workforce.⁵
- **Support for Equity:** Energy efficiency programs help protect the most vulnerable Arizonans, including seniors, low-income households, and disproportionately impacted communities. These households face the most significant risks from extreme weather and the highest energy burdens. Energy efficiency programs can significantly improve resilience and health for the most vulnerable, representing a critical pathway to supporting equity in the energy sector.

The City of Flagstaff urges the Arizona Corporation Commission to support Arizona residents and businesses and protect these critical resources.

Thank you for considering our comments on this crucial issue.

Best regards,

Becky Daggett,
Mayor of Flagstaff, on behalf of the Flagstaff City Council

Enclosures:

¹ National Renewable Energy Laboratory, "Residential Energy Efficiency Potential – Arizona," based upon ResStock model, <https://resstock.nrel.gov/factsheets/AZ>

² "SOI tax stats - Clean energy tax credit statistics," Internal Revenue Service, <https://www.irs.gov/statistics/soi-tax-stats-clean-energy-tax-credit-statistics>

³ 2021 Statistics of U.S. Businesses Annual Data Tables by Establishment Industry, U.S. Census Bureau, December 2023, <https://www.census.gov/data/tables/2021/econ/susb/2021-susb-annual.html>

⁴ Energy Employment By State 2024, United States Energy & Employment Report 2024, U.S. Department of Energy, https://www.energy.gov/sites/default/files/2024-09/USEER%202024%20States_0913.pdf

⁵ Arizona Energy Efficiency Jobs in America, E4TheFuture, <https://e4thefuture.org/wp-content/uploads/2023/10/Arizona.pdf>

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Katie Brandis, Dispatch Supervisor
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Approval of Contract: First Amendment to the Cooperative Purchase Contract with AT&T Corp. in the amount of \$179,721.45 to add three additional 9-1-1 telephone systems to the emergency communications center.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Cooperative Purchase Contract with AT&T Corp. in the amount of \$179,721.45 to add three additional 9-1-1 telephone systems to the emergency communications center; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Flagstaff Police Department (FPD) has been designated by the Arizona Department of Administration Office (ADOA) of Grants and Federal Resources Office State 9-1-1 Office as the System Administrator for all Primary Service Answering Points (PSAPs) in Coconino County. Those PSAPs include the Flagstaff Police Department, Williams Police Department, Page Police Department, Grand Canyon National Park, and Glen Canyon National Park.

As the System Administrator, FPD is responsible for submitting 9-1-1 system operating bills to the ADOA Office of Grants and Federal Resources Office State 9-1-1 Office. FPD is also responsible for submitting call statistics and required reports to the State for the PSAP's within Coconino County. FPD will be utilizing the Next Gen 9-1-1 Call System and Equipment to allow citizens to submit pictures and videos to 9-1-1. The AT&T Corp Cooperative Purchase Contract will assist with call transcription, build a stronger infrastructure with better redundancy to reduce the instances of 9-1-1 lines going down due to minor infrastructure issues, and allow more call routing if the dispatch center should need to evacuate.

The ADOA State Procurement Office prepared a Request for Proposal, Solicitation #BPM003444 for the AZ Strategic Enterprise Technology Office for the State NG911 Program for Call-Handling Equipment. AT&T Corp was awarded the contract. The initial Cooperative Purchase Contract with AT&T Corp authorized the City of Flagstaff the ability to purchase the Next Gen 9-1-1 Call System and Equipment in the amount of \$2,340,156.05 for a term of five (5) years. In the 2024 grant, the Flagstaff Police Department was provided funds to purchase three extra 911 telephone systems. The cost of the three extra telephones is \$179,721.45. The City of Flagstaff will receive a 100% reimbursement from the State of Arizona 9-1-1 office of both the initial Cooperative Purchase Contract and this First Amendment.

Financial Impact:

Project Name: AT&T Next Gen 911 services

Cost: \$2,519,877.50 over five years. This includes the current contract with the three additional telephone systems.

Account Number Budgeted: 001-04-062-6246-2-4211.

FY Budgeted Amount: \$1,000,000.00

Grant Funded: Yes 100%

Funding Source: ADOA Office of Grants and Federal Resources Office State 9-1-1 Office

Policy Impact:

None.

Previous Council Decision or Community Discussion:

The initial Cooperative Purchase Contract with AT&T Corp. to provide Next Gen 9-1-1 services was approved by the City Council on July 3, 2023, for \$2,340,156.05.

Options and Alternatives to Recommended Action:

1. Approve the First Amendment to the Cooperative Purchase Contract with AT&T Corp for the Next Gen 9-1-1 Call System and Equipment in the amount of \$179,721.45 which will be reimbursed by the State of Arizona 9-1-1 office; or
2. Decline the Cooperative Purchase Contract. This option is not recommended by staff as it will result in not receiving a 100% grant reimbursement and not updating the current 9-1-1 system as is necessary.

Background and History:

- Flagstaff Police Department has been designated the System Administrator for all the PSAPs in Coconino County.
- Arizona Department of Administration, State Procurement Office prepared a Request for Proposal, Solicitation #BPM003444 for the AZ Strategic Enterprise Technology Office for the State NG9-1-1 Program for Call-Handling Equipment.
- AT&T Corp was selected for the award and provided quotes for each PSAP.
- City needs to authorize the amendment to the contract and purchase order to AT&T in the amount of \$179,721.45 for three additional 9-1-1 telephone systems.
- The amendment with AT&T needs to be for the full five (5) years.
- The ADOA Office of Grants and Federal Resources Office State 9-1-1 Office will reimburse the city for the full amount of the 9-1-1 telephone systems.

Connection to PBB Priorities and Objectives:

Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community: Providing public safety services with resources, staff & training responsive to the community's needs.

Connection to Regional Plan:

Regional Plan

Goal NH. 1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff Region.

Connection to Carbon Neutrality Plan:

Carbon Neutrality Plan

DD-2: Assist in providing public safety services with adequate resources and staff time in ensuring that our neighborhoods are safe for community members.

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

N/A

Attachments: First Amendment to Cooperative Purchase



FIRST AMENDMENT

**Cooperative Purchase Contract
Contract No. CO-2023-148**

This First Amendment (“First Amendment”) to the Cooperative Purchase Contract (Contract No. 2023-148) with an effective date of September 12, 2023 (the “Initial Contract”) is made and entered into this ____ day of _____, 2024, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and AT&T Corp., an Arizona corporation (“Contractor”) regarding the cooperative purchase of AT&T Next Gen 9-1-1 Call System & Equipment.

The Parties to the Initial Contract, hereby agree to the following:

- A. The “Materials and or Services Purchases” Section, Paragraph 1 is amended to include the Quote dated September 5, 2024, 1 page (attached hereto as Exhibit A) for additional work described therein.
- B. The “Payment” Section, Paragraph 3 is amended to include an additional amount of **one hundred seventy-nine thousand seven hundred twenty-one dollars and forty-five cents (\$179,721.45)**.
- C. The total contract price for the complete performance of work under the Initial Agreement and this First Amendment shall be **two million five hundred nineteen thousand eight hundred seventy-seven hundred dollars and fifty cents (\$2,519,877.50)**.
- D. All other provisions of the Initial Contract shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, this First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized officials.

City of Flagstaff

AT&T Corp.

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____


Attest:

Approved as to form:

City Clerk

City Attorney

Exhibit A

Quote Summary																																																																																																														
DATE	9/5/2024	Flagstaff PD 3 Position Add Ons																																																																																																												
VERSION	4.8 P4	CHaaS																																																																																																												
Account Manager	Jeff Reeve	Motorola																																																																																																												
Phone	714-227-1268	(3) VESTA IWS Positions																																																																																																												
Email	ju7072@att.com																																																																																																													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">VESTA (3) Positions (Tab: AT&T CHaaS, Row 56 and 57)</td> <td style="width: 5%;"></td> <td style="width: 35%;"></td> </tr> <tr> <td>Total Non-Recurring Charge:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">11,648.70</td> </tr> <tr> <td>Total Monthly Recurring Charge:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,256.30</td> </tr> <tr> <td>60 MONTH TOTAL:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">147,026.70</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>(Additional) (3) 24" flat panel wide screen monitor (Tab: Options, Row 28)</td> <td></td> <td></td> </tr> <tr> <td>Total Non-Recurring Charge:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,594.50</td> </tr> <tr> <td>Total Monthly Recurring Charge:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">7.50</td> </tr> <tr> <td>60 MONTH TOTAL:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,044.50</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>UPS for Front (3) and/or Back Room (0) (Tab: Options, Row 41 and 42)</td> <td></td> <td></td> </tr> <tr> <td>Total Non-Recurring Charge:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,883.30</td> </tr> <tr> <td>Total Monthly Recurring Charge:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">27.60</td> </tr> <tr> <td>60 MONTH TOTAL:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">4,539.30</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>VESTA Map Local (Tab: Options (2), Row 19 and 20)</td> <td></td> <td></td> </tr> <tr> <td>Total Non-Recurring Charge:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">4,087.20</td> </tr> <tr> <td>Total Monthly Recurring Charge:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">390.20</td> </tr> <tr> <td>60 MONTH TOTAL:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">27,499.20</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td>Citizen Input/Smart Transcription - (3) Positions (Tab: Options, Row 10 and 11)</td> <td></td> <td></td> </tr> <tr> <td>Total Non-Recurring Charge:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">440.40</td> </tr> <tr> <td>Total Monthly Recurring Charge:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">611.10</td> </tr> <tr> <td>60 MONTH TOTAL:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">37,106.40</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td style="text-align: right;">SUB-TOTAL For CHaaS:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">218,216.10</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td style="text-align: right;">NON-RECURRING GRAND TOTAL:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">20,654.10</td> </tr> <tr> <td style="text-align: right;">MONTHLY RECURRING GRAND TOTAL:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">3,292.70</td> </tr> <tr> <td style="text-align: right;">1.25% NRC CHAAS Position Discount 300-399</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(258.18)</td> </tr> <tr> <td style="text-align: right;">1.25% MRC CHAAS Position Discount 300-399</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(41.16)</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td style="text-align: right;">NON-RECURRING GRAND TOTAL:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">20,395.92</td> </tr> <tr> <td style="text-align: right;">MONTHLY RECURRING GRAND TOTAL:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">3,251.54</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td style="text-align: right;">60 MONTH GRAND TOTAL:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">179,721.45</td> </tr> </table>			VESTA (3) Positions (Tab: AT&T CHaaS, Row 56 and 57)			Total Non-Recurring Charge:	\$	11,648.70	Total Monthly Recurring Charge:	\$	2,256.30	60 MONTH TOTAL:	\$	147,026.70				(Additional) (3) 24" flat panel wide screen monitor (Tab: Options, Row 28)			Total Non-Recurring Charge:	\$	1,594.50	Total Monthly Recurring Charge:	\$	7.50	60 MONTH TOTAL:	\$	2,044.50				UPS for Front (3) and/or Back Room (0) (Tab: Options, Row 41 and 42)			Total Non-Recurring Charge:	\$	2,883.30	Total Monthly Recurring Charge:	\$	27.60	60 MONTH TOTAL:	\$	4,539.30				VESTA Map Local (Tab: Options (2), Row 19 and 20)			Total Non-Recurring Charge:	\$	4,087.20	Total Monthly Recurring Charge:	\$	390.20	60 MONTH TOTAL:	\$	27,499.20				Citizen Input/Smart Transcription - 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Quote Valid For 120 Days		
Notes:		
Prices quoted here reflect the pricing, terms and conditions set forth in that certain contract between AT&T and the State of Arizona, #CTR055782, dated June 18 2021 (the "Contract"). The terms and conditions set forth in the Contract apply to all orders placed pursuant to this quote. Unless agreed upon by both parties in writing, any contractual terms and conditions placed in the corresponding Order are deemed void and do not apply. 1. This quote is for a CHaaS VESTA system with (3) IWS Positions, (0) Laptop Position, (0) docking station, and (0) IP phone. 2. This quote includes (3) 24" additional wide screen monitors for a total of two (2) per position. 3. This quote DOES NOT include VESTA Analytics. 4. This quote includes VESTA Map Local for (3) positions. 5. This quote includes Motorola on-site training for VESTA. 6. This quote includes (3) 4-Port KVMs. 7. This quote includes (3) 48-button Genovation keypads. 8. This quote DOES NOT include a NetClock system. 9. This quote Includes UPS; Backroom (0) and for front room (3) positions 10. This quote includes Motorola's managed services. 11. Per discussion with AZDOA, removed "additional" FXS gateways. 12. This quote includes FIRSTNET as a 3rd network connection. 13. This quote includes (3) additional positions. 14. Citizen Input/Smart Transcription service requires internet service. 15. This quote is for 49 remaining months on Flagstaffs current contract time line.		

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Approval of Meeting Cancellation: City Council Regular Meeting of November 26, 2024

STAFF RECOMMENDED ACTION:

Cancel the Regular Council Meeting of November 26, 2024.

Executive Summary:

A request was made to consider canceling the City Council Meeting of November 26, 2024 due to the Thanksgiving holiday that week. There are no planned discussions or action items scheduled for that meeting so no adjustments to business would need to be made.

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

Do not approve the cancelation.

Connection to PBB Priorities and Objectives:

None

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Zoning Code Manager
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-37 and Ordinance No. 2024-22: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-24-00008 -- Concept Plan Review, Accessory Structures, Accessory Uses, Home Occupations, and Basement, Basement Garages, Building Stem Walls, Crawl Spaces and Podium Parking" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-37
2. Read Ordinance No. 2024-22 by title only for the final time
3. City Clerk reads Ordinance No. 2024-22 by title only (if approved above)
4. Adopt Ordinance No. 2024-22

Executive Summary:

City's request for a Zoning Code Text Amendment to amend Section 10-20.30.050: Concept Plan Review to remove the requirements for Duplex Dwelling to go through Concept Plan Review; amend Section 10-40.60.020: Accessory Structures to clarify requirements for accessory structures; amend Section 10-40.60.020: Accessory Uses to clarify requirements for accessory uses; amend Section 10-40.60.180: Home Occupations to align size allowances with building codes; amend Section 10-50.20.030: Architectural Standards to incorporate standards for Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structures; delete Division 10-50.25: Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structure Walls.

The Planning & Zoning Commission voted 6-0 to recommend the City Council approve the proposed text amendment by a vote of 6-0 at their September 25, 2024, public hearing.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Previous Council Decision or Community Discussion:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendment.

Background and History:

The proposed amendment (Attachment 2) includes modifications to the following Zoning Code provisions:

- Section 10-20.30.050: Concept Plan Review to remove the requirements for Duplex Dwelling to go through Concept Plan Review. Duplex Dwellings will be allowed to proceed directly to building permit if this amendment is approved. This will allow an expedited review and approval process for Duplex Dwellings like Single-Family Dwellings. No public improvements are required for Duplex Dwellings.
- Section 10-40.60.020: Accessory Structures to clarify requirements for accessory structures. Specifically, hold-over provisions that were specific to "storage containers" (aka shipping containers) are removed as they conflict with other provisions. These include a maximum size of 160 square feet and additional design parameters.
- Section 10-40.60.020: Accessory Uses to clarify requirements for accessory uses and return specific provisions for outdoor sales areas.
- Section 10-40.60.180: Home Occupations to align size allowances with building codes.
- Section 10-50.20.030: Architectural Standards to incorporate standards for basements, basement garages, building stem walls, crawl spaces, and podium parking structures. This section of the Zoning Code is not applied to Single-Family Dwellings. Moving this section clarifies what types of development these standards apply.
- Delete Division 10-50.25: Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structure Walls.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

Flagstaff Regional Plan 2030

- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- Policy LU.1.7. Consider creative policy and planning tools as a means to incentivize redevelopment and infill.

B. Finding #2

The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provisions are intended to reduce process, eliminate conflicting provisions, provide clarifications, and reduce the requirements for the development of Single-Family Dwellings.

C. Finding #3

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Connection to PBB Priorities and Objectives:

- Achieve a well-maintained community through comprehensive & equitable code compliance, & development is compatible with community values.

RESOLUTION NO. 2024-37

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “PZ-24-00008 – CONCEPT PLAN REVIEW, ACCESSORY STRUCTURES, ACCESSORY USES, HOME OCCUPATIONS, AND BASEMENT, BASEMENT GARAGES, BUILDING STEM WALLS, CRAWL SPACES AND PODIUM PARKING”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2024-22, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *“PZ-24-00008 – Concept Plan Review, Accessory Structures, Accessory Uses, Home Occupations, and Basement, Basement Garages, Building Stem Walls, Crawl Spaces and Podium Parking”* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

SECTION 2. Effective Date.

This resolution 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 15th day of October 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A. PZ-24-00008 – Concept Plan Review, Accessory Structures, Accessory Uses, Home Occupations, and Basement, Basement Garages, Building Stem Walls, Crawl Spaces and Podium Parking

Case No. PZ-24-00008 –Concept Plan Review, Accessory Structures, Accessory Uses, Home Occupations, and Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking

Provisions that are being deleted are shown in bold ~~striketrough~~ text.
Provisions that are being added are shown in bold **red** text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.30: Common Procedures, Section 10-20.30.050: Concept Plan Review, to modify applicability for concept plan review to remove duplexes:

10-20.30.050 Concept Plan Review

A. Purpose. Concept plan review is an informal review to ensure that the applicant is aware of the procedures and substantive requirements of the City and to identify any potential problems or concerns prior to submitting for site plan review and approval (Section 10-20.40.140).

B. Applicability. Concept Plan review is required for the following:

1. All developments requiring Site Plan review and approval (Section 10-20.40.140);

2. Any change of use that triggers an increase in required parking;

~~3. A proposed duplex;~~

43. Structural modifications to an exterior facade that is visible from a public way, including, but not limited to, public and private streets, public trails and paths, and alleys;

~~54.~~ A proposed single-family residence **or duplex** located on a parcel that is not part of a platted subdivision; and

~~65.~~ Any use that requires a Concept Plan in accordance with the regulations of Division 10-40.60: Specific to Uses.

Case No. PZ-24-00008

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses as follows:

Division 10-40.60:

Specific to Uses

Sections:

- 10-40.60.010 Purpose and Applicability
- 10-40.60.020 Accessory **Buildings and** Structures
- 10-40.60.025 Accessory Uses
- 10-40.60.030 Accessory Dwelling Units (ADUs)
- 10-40.60.040 Accessory Wind Energy Systems
- 10-40.60.050 Adult Entertainment
- 10-40.60.060 Airport/Landing Strips, Heliport, or Helistops
- 10-40.60.070 Animal Keeping
- 10-40.60.080 Automobile, Go-Kart, and Miniature Automobile Racing
- 10-40.60.090 Automobile Service Station and Convenience Store
- 10-40.60.100 Automobile/Vehicle Repair Garage – Major/Minor
- 10-40.60.110 Bed and Breakfasts
- 10-40.60.120 Co-housing
- 10-40.60.130 Commercial Campground
- 10-40.60.140 Community Garden
- 10-40.60.150 Day Care Home and Center
- 10-40.60.160 Drive-through Retail or Service Facility
- 10-40.60.170 High Occupancy Housing Developments and Mixed-Use High Occupancy Housing Developments
- 10-40.60.180 Home Occupations
- 10-40.60.190 Homeless Shelter
- 10-40.60.195 Kennel, Animal Boarding
- 10-40.60.200 Live/Work
- 10-40.60.210 Manufactured Homes
- 10-40.60.220 Marijuana Establishments
- 10-40.60.230 Meeting Facilities, Neighborhood and Regional
- 10-40.60.240 Micro-Brewery or Micro-Distillery

Case No. PZ-24-00008

- 10-40.60.250 Mini-Storage Warehousing
- 10-40.60.260 Mixed Use
- 10-40.60.270 Outdoor Commercial Recreation Structures
- 10-40.60.275 Outdoor Storage
- 10-40.60.280 Planned Residential Development
- 10-40.60.290 Quarrying Operations
- 10-40.60.300 Research and Development Uses
- 10-40.60.305 Seasonal Amusement, Entertainment and Sales, Indoor
- 10-40.60.310 Telecommunication Facilities

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.020: Accessory Structures, as follows:

10-40.60.020 Accessory **Buildings and** Structures

A. ~~Allowance.~~ **Applicability. Accessory buildings and structures shall be permitted in all zones in compliance with this section, provided each is incidental and subordinate to the principal use.**

Accessory Dwelling units shall comply with Section 10-40.60.030.

~~1. An Accessory Dwelling Unit (ADU) structure is allowed in accordance with Sections 10-40.30.030.D. and 10-40.30.040.D.~~

~~2. All other accessory structures are allowed in all zones in compliance with this section.~~

B. ~~Approvals and~~ Standards.

1. The property owner shall obtain permits and approvals for an accessory **building or** structure in accordance with Division 10-20.40: Permits and Approvals.

2. An accessory **building or** structure (**excluding fences**) shall not be allowed on a lot or parcel without a primary **use structure** on the same property, **except that a permit for an accessory building or structure may be issued concurrent, or after, a permit is issued for the primary use, building, or structure.**

~~3. A primary structure shall be established prior to the issuance of a permit for an accessory structure, except that a permit for an accessory structure may be issued concurrent, or after, a permit is issued for the primary structure.~~

~~34. No manufactured home, mobile home, trailer, semi-trailer, bus, recreational vehicle, boxcar or storage container structure mounted on trailers/wheels shall be used as an accessory structure. , except as permitted in subsection C. of this section.~~

~~5. Accessory Dwelling Units shall comply with Section 10-40.60.030.~~

~~6. Permanent storage structures shall comply with subsection C. of this section.~~

4. An accessory building or structure shall be used in compliance with the permitted uses of the zone within which it is located and, if applicable, the Home Occupation regulations in Section 10-40.60.180.

5. The use of accessory buildings or structures shall be incidental to the primary use.

67. All other a Accessory **buildings and** structures shall comply with the property development standards of the property’s zone, except as specified below:

~~a. On any residential lot less than one acre, the total floor area of all accessory structures shall be less than that of the lot’s or parcel’s primary structure.~~

~~a~~**b.** The distance between a primary **building or** structure and an accessory **building or** structure shall comply with the Building Code.

~~c. An accessory structure is not allowed in any Street Side Yard.~~

~~b~~**d.** Encroachments into the required setbacks are allowed in accordance with Table 10-50.40.020.A.

~~c~~**e.** The maximum height of an accessory **building or** structure shall comply with Table 10-40.60.020.B.7.e.

Table 10-40.60.020.B.7.e. Allowed Height of Accessory Building or Structure	
Location of Accessory Structure	Building Height Maximum
Within the building envelope:	24 feet.
All other locations allowed	16 feet.

~~10-40.60.020 Accessory Structures~~

~~C. Permanent Storage Structures.~~

~~1. Placement.~~

~~d~~**a.** Residential and Transect Zones. ~~A storage~~ Accessory **buildings or** structures **(except for fences)** shall be placed **in:** (1) ~~the building envelope and~~ behind the rear of the primary **building structure;** (2) **in** the rear yard or interior side yard in compliance with the standards provided in subsection B.7.~~b~~**d.** of this section; or, (3) **in** a combination of the ~~building~~

~~envelope's~~ rear yard, or interior side yard in compliance with the standards provided in subsection B.7.~~bd.~~ of this section.

~~b.f.~~ Commercial Zones. ~~A storage~~ **Accessory buildings or** structures shall: (1) be placed in compliance with the property development requirements of the property's zone; (2) be placed in a location where it is not visible from the public right-of-way, unless ~~the container~~ **is** placed in the loading/dock area; and, (3) not be placed in parking areas.

~~e.g.~~ Industrial and Public Facility Zones. ~~A storage~~ **Accessory buildings or** structures shall only be placed: (1) in compliance with the property development standards of the property's zone; and, (2) in a location where it is not visible from the public right-of-way, unless ~~the container~~ **is** placed in the loading/dock area.

~~3. Maximum Floor Area.~~

~~a. Residential and Transect Zones. A storage structure's floor area shall not exceed 160 square feet.~~

~~b. Commercial, Industrial, and Public and Open Space Zones. A storage structure's floor area shall not exceed 384 square feet.~~

~~4. Maximum Height. A storage structure shall not exceed a height of 10 feet measured from finish grade directly below the container.~~

~~5. Maximum number of storage structures on a property in all residential and transect zones: one.~~

~~6. Additional Requirements in the Commercial, Industrial, and Public and Open Space Zones. All property development standards of the property's zone not specified in this subsection shall apply to a storage structure.~~

~~7. Additional Requirements in All Zones.~~

~~a. A storage structure shall:~~

- ~~i. Have an exterior color that is an earth tone with a light reflectance value of 50 or less, or matches the main color of a building on property that the structure is placed nearest to;~~
 - ~~ii. Be nonhabitable, and used only for storage purposes; and~~
 - ~~iii. Not be connected to any utility service, except for an electrical service to provided lighting and electrical plugs.~~
- ~~b. Storage structures mounted on trailers/wheels shall not be permitted.~~

Section 4. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.025: Accessory Uses, as follows:

10-40.60.025 Accessory Uses

A. Accessory Uses Allowed.

~~1. An Accessory Dwelling Unit (ADU) use is allowed where specified in Sections 10-40.30.030 and 10-40.30.040.~~

~~2.1. All other a~~ Accessory uses of a property are allowed in connection with a primary use on the same property.

2. Accessory uses shall be subordinate to the primary use in terms of area, impact, and purpose.

3. Accessory uses shall not include primary uses that are not allowed in the same zone.

~~3.4.~~ An accessory use shall require the approval of a conditional use permit when the accessory use is listed as primary use that requires a conditional use permit in the same zone.

5. Outdoor sales display areas in connection with established retail stores or shopping centers are considered accessory uses and not subject to a temporary use permit in compliance with Section 10-20.40.150 and shall be reviewed and approved through a concept plan, site plan, or building permit.

B. Determination of an Accessory Use. In determining that a use is accessory to a primary use, the Zoning Administrator shall find that the accessory use is clearly customary, subordinate, and incidental to the primary use on the same property.

C. Additional Criteria for Accessory Uses.

1. Outdoor Storage. All outdoor storage areas shall comply with Section 10-40.60.275.

2. Animal Keeping. Animal keeping shall be maintained in conformance with Section 10-40.60.070.

3. Outdoor Sales Display. Permanent outdoor sales display areas, including nurseries or garden centers, are permitted with the following conditions:

- a. The outdoor sales display is clearly incidental to the primary commercial use of the property;
- b. The outdoor sales display shall not occupy more than 10 percent of the total area of the site;
- c. To accommodate the outdoor sales display, the number of parking spaces shall not be reduced more than 10 percent below the number of spaces required by Division 10-50.80 or more than 10 percent of the spaces provided if the site is legal nonconforming; and
- d. The outdoor sales display shall not restrict emergency, pedestrian, or bicycle access to or from the site.

~~3. An Accessory Dwelling Unit (ADU) shall comply with Section 10-40.60.030.~~

Section 5. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.180: Home Occupations, as follows:

10-40.60.180 Home Occupations

A. **Applicability.** ~~The use of a dwelling for a home occupation shall be compatible with the residential character of the dwelling and the neighborhood.~~ **Home Occupations (businesses in a home) may be permitted in any residential zoning district, subject to the granting of a permit per Section 10-20.40.070 and shall comply with the following standards. No home occupation permit is needed for a business located within a residence in any commercial zone.**

B. **Standards.** ~~The home occupation shall be conducted only inside the dwelling or inside an accessory building or garage.~~

1. The use of a dwelling for a home occupation shall be compatible with the residential character of the dwelling and the neighborhood.

~~C.2.~~ **2.** The business shall only be conducted by a resident or residents of the dwelling with no more than one outside employee coming to the residence.

~~D.3.~~ **3.** **The home occupation shall not result in any structural alternations or additions to a building that will change its primary use or building code occupancy classification.** No more than ~~20~~ **10** percent of the total floor area of the dwelling shall be used for the home occupation.

~~E.4.~~ **4.** No stock, goods, and/or materials shall be displayed or sold at the location of the home occupation, except as permitted in subsection ~~(F)~~ **(B.7.)** of this section; provided, that this provision shall not be interpreted to prevent pick up of orders made either through the telephone or at sales meetings outside of the dwelling in which the home occupation is located.

~~F.5.~~ **5.** The sale of fresh produce and cottage foods (i.e., baked, pickled, canned or similarly produced foods grown in a vegetable garden at the location of the home occupation) is permitted subject to compliance with all State and local regulations.

~~G.6.~~ **6.** No outdoor display or storage of materials, goods, supplies, or equipment shall be permitted in connection with a home occupation.

~~H.7.~~ **7.** Signs shall be used in compliance with Division 10-50.100, Sign Standards.

~~I~~8. No more than two home occupations shall be carried on in a single residence; provided, that together they do not exceed the ~~20~~ 10 percent area limitation in subsection ~~(D)~~ (B.4.) of this section, or violate any other conditions specified in this section.

J9 The home occupation shall not be conducted in such a manner or advertised in such a way as to generate more pedestrian or vehicular traffic than typical for the zone within which it is located based on the standards in the current edition of the *Trip Generation Manual* published by the Institute of Transportation Engineers.

K10. A home occupation shall not utilize flammable liquids or hazardous materials in quantities not customary to a residential use, in compliance with the adopted City Fire Code and Building Code.

~~L~~11. The home occupation shall not create any radio, television, computer, or power line interference, or noise audible beyond the boundaries of the site.

M12. No more than one motor vehicle, or vehicle-trailer combination, not exceeding a gross vehicle weight rating (GVWR) of 14,000 pounds shall be stored at a residence and/or used in connection with a home occupation.

N13. A home occupation requires the issuance of a Home Occupation Permit in compliance with Section 10-20.40.070, Home Occupation Permits, prior to commencement of the home occupation.

~~O~~14. Any change in use of a home occupation, or if the applicant/permit holder of a home occupation no longer resides in the home where the home occupation permit was originally issued, will result in the automatic termination of the home occupation. A new owner of a home occupation or a change in use of a previously approved home occupation will require the issuance of a new home occupation permit and a new privilege license from the City prior to commencement of the home occupation.

~~P. No home occupation permit is needed for a business located within a residence in any commercial zone.~~

Section 6. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.20: Architectural Design Standards, Section 10-50.20.030: Architectural Standards, to incorporate standards for basements, basement garages, building stem walls, crawl spaces, and podium parking structure walls as follows:

B. Building Massing and Scale.

~~8. Parking Lots. Parking lots shall follow the standards in Section 10-30.60.070, Parking Lots, Driveways and Service Areas; Division 10-50.80, Parking Standards; and Division 10-50.60, Landscaping Standards.~~ **Basements and Basement Garages. The portion of an exterior wall of a basement or basement garage that projects above grade and is visible from a public or private street, or a driveway, shall not exceed 10 feet in height, measured from the abutting finished grade to the finished floor of the first floor of the structure above the finished grade. The exterior of the walls shall be finished with architectural materials and colors consistent with the design of the building. The Director may approve alternative materials and color that are consistent with the design of the building, provided that the alternative materials and color maintain a consistent design theme.**

9. Building Stem Walls and Crawl Spaces. Stem walls and crawl spaces shall not exceed five feet in height, except as allowed in subsection (B.9.a.) of this section, measured from the abutting finished grade to the first finished floor of the structure above the abutting finished grade. All exterior walls shall be finished with architectural materials and colors that are consistent with the design of the building and shall be screened from a public or private street, or driveway, with landscaping when taller than three feet.

a. The Director may approve a taller stem wall or crawl space up to a height no greater than one foot above the minimum regulatory flood elevation of the first lowest floor elevation that is required to comply with Flagstaff City Code Title 12, Floodplains. This allowance may only be approved for residential habitable areas of a development.

10. Podium Parking Structures. Exterior walls shall be designed as a building element that is cohesively integrated into the remainder of the building's architectural design, including the consistent use of detailing, fenestrations, architectural materials, and colors. The Director may approve alternative materials and color that are consistent with the design of the building, provided that the alternative materials and color maintain a consistent design theme.



Figure 10-50.20.030M. Gas station service canopy with a low profile.

911. Gas Station Service Canopies. The canopy over a gas station service area shall be designed as a subordinate element of the overall site design using the following strategies:

a. The canopy shall be designed with a low-profile section with a maximum height of three feet;

b. **A minimum of 75 percent of the perimeter of the canopy shall have muted colors and earth tones typical of those found in the Flagstaff area with a light reflectance value (LRV) of 50 percent or less. A muted earth-tone color shall be used on the perimeter of the canopy. Bright colors are appropriate only for accents;** and

c. The mass of the canopy shall be reduced by stepping its form or by dividing it into a set of smaller individual canopies.

C. Compatibility. The architectural standards established in Section 10-30.60.050, Compatibility, shall also be considered and applied when assessing the compatibility of a new project relative to existing adjacent development.

Section 7. Delete Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.25: Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structure Walls:

~~Division 10-50.25:~~

~~Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structure Walls~~

Sections:

~~10-50.25.010—Applicability~~

~~10-50.20.020—Development Standards~~

~~10-50.25.010 Applicability~~

~~A.—The standards found within this division shall apply to all development in the City of Flagstaff.~~

~~10-50.25.020 Development Standards~~

~~A.—Basements and Basement Garages. The portion of an exterior wall of a basement or basement garage that projects above grade and is visible from a public or private street, or a driveway, shall not exceed 10 feet in height, measured from the abutting finished grade to the finished floor of the first floor of the structure above the finished grade. The exterior of the walls shall be finished with architectural materials and colors consistent with the design of the building. The Director may approve alternative materials and color that are consistent with the design of the building, provided that the alternative materials and color maintains a consistent design theme.~~

~~B.—Building Stem Walls and Crawl Spaces.~~

~~1.—Shall not exceed five feet in height, except as allowed in subsection B.1.a. of this section, measured from the abutting finished grade to the first finished floor of the structure above the abutting finished grade.~~

~~a.—The Director may approve a taller stem wall or crawl space up to height no greater than one foot above the minimum regulatory flood elevation of the first lowest floor elevation that is required to comply with Flagstaff City Code Title 12, Floodplains. This allowance may only be approved for residential habitable areas of a development.~~

~~2.—Exterior walls shall be finished with architectural materials and colors that are consistent with the design of the building; and~~

~~3. Shall be screened from a public or private street, or driveway, with landscaping when taller than three feet.~~

~~C. Podium parking structure exterior walls shall be designed as a building element that is cohesively integrated into the remainder of building's architectural design, including the consistent use of detailing, fenestrations, architectural materials and colors. The Director may approve alternative materials and color that are consistent with the design of the building, provided that the alternative materials and color maintains a consistent design theme.~~

ORDINANCE NO. 2024-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “PZ-24-00008 – CONCEPT PLAN REVIEW, ACCESSORY STRUCTURES, ACCESSORY USES, HOME OCCUPATIONS, AND BASEMENT, BASEMENT GARAGES, BUILDING STEM WALLS, CRAWL SPACES AND PODIUM PARKING”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend the following sections of the Flagstaff Zoning Code: Section 10-20.30.050, Concept Plan Review, to remove the requirements for Duplex Dwelling to go through Concept Plan Review; Section 10-40.60.020, Accessory Structures, to clarify requirements for accessory structures; Section 10-40.60.020, Accessory Uses, to clarify requirements for accessory uses; Section 10-40.60.180, Home Occupations, to align size allowances with building codes; Section 10-50.20.030, Architectural Standards, to incorporate standards for Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structures, and to delete Division 10-50.25: Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking Structure Walls; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 11, 2024, to discuss the proposed Zoning Code text amendments in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held a public hearing on September 25, 2024, and provided a recommendation to City Council on the proposed Zoning Code text amendments; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendments are in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as “PZ-24-00008 – *Concept Plan Review, Accessory Structures, Accessory Uses, Home Occupations, and Basement, Basement Garages, Building Stem Walls, Crawl Spaces and Podium Parking*”, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2024-37.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as “PZ-24-00008 – *Concept Plan Review, Accessory Structures, Accessory Uses, Home Occupations, and Basement, Basement Garages, Building Stem Walls, Crawl Spaces and Podium Parking*”, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, and which document is declared a public record by Resolution No. 2024-37 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. 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 8. 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 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of October 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

HOUSING IMPACT STATEMENT

PZ-24-00008 Concept Plan Review, Accessory Structures, Accessory Uses, Home Occupations, and Basements, Basement Garages, Building Stem Walls, Crawl Spaces, and Podium Parking

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 zoning code text amendment removes the requirement for concept plan review for Duplex Dwellings. This brings the review of these structures closer in alignment with Single-Family Dwellings. The goal is to reduce permitting timeframes for Duplex Dwellings. The proposed amendment also removes additional design requirements for Single-Family Dwellings which should alleviate costs when developing on steeply sloped lots.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

Staff did not use any data or reference material other than feedback and comment from staff and local designers on the impact of the current code.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

None.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Zoning Code Manager
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-38 and Ordinance No. 2024-23: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-24-00010 - Zoning Map Amendment Process" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-38
2. Read Ordinance No. 2024-23 by title only for the final time
3. City Clerk reads Ordinance No. 2024-23 by title only (if approved above)
4. Adopt Ordinance No. 2024-23

Executive Summary:

City's request for a Zoning Code Text Amendment to modify Division 10-20.50: Amendments to the Zoning Code Text and Zoning Map to add required review timeframes for Zoning Map Amendments as well as updating protest procedures for Zoning Map Amendments as required by Senate Bill 1162.

The Planning & Zoning Commission recommended that the City Council approve the proposed text amendment by a vote of 5-0 at their September 25, 2024, public hearing. Commission members expressed concerns about state mandates and their impacts on local decisions.

Financial Impact:

There are no anticipated financial impact affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Previous Council Decision or Community Discussion:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendment.

Background and History:

The proposed amendment includes modifications to the following Zoning Code provisions: Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map, Section 10-20.50.040: Procedures, Subsection 10-20.50.040(E) to add required review timeframes for Zoning Map Amendments. Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map, Section 10-20.50.040:

Procedures, Subsection 10-20.50.040(M): Protest Procedures to update protest procedures for Zoning Map Amendments.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

Flagstaff Regional Plan 2030

- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- Policy LU.1.7. Consider creative policy and planning tools as a means to incentivize redevelopment and infill.

B. Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provisions are intended to comply with the requirements of SB 1162.

C. Finding #3: The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Connection to PBB Priorities and Objectives:

- Achieve a well-maintained community through comprehensive & equitable code compliance, & development is compatible with community values.

Connection to Regional Plan:

- Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.
- Policy LU.1.7. Consider creative policy and planning tools as a means to incentivize redevelopment and infill.

Connection to Carbon Neutrality Plan:

- Create housing options for households at all income levels and family sizes occupied by local residents.

Connection to 10-Year Housing Plan:

- Create 4: Amend the Flagstaff Zoning Code to facilitate the development of all housing types.

Attachments: [Res. 2024-38](#)
 [PZ-24-00010 Draft Amendment](#)
 [Ord. 2024-23](#)
 [PZ-24-00010 Housing Statement](#)
 [SB 1162](#)

RESOLUTION NO. 2024-38

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “PZ-24-00010 – ZONING MAP AMENDMENT PROCESS”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2024-23, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as “*PZ-24-00010 – Zoning Map Amendment Process*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

SECTION 2. Effective Date.

This resolution 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 15th day of October 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A. PZ-24-00010 – Zoning Map Amendment Process

Case No. PZ-24-00010 – Zoning Map Amendment Process

Provisions that are being deleted are shown in bold ~~strikethrough~~ text.

Provisions that are being added are shown in bold red text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map, Section 10-20.50.040: Procedures, Subsection 10-20.50.040(E): Staff Reviews, as follows:

E. Staff Review.

1. An application for a text amendment to this Zoning Code or an amendment to the Zoning Map shall be submitted to the Director and shall be reviewed and a recommendation prepared in compliance with the review schedule on file with the Planning Section.

2. The Director shall determine whether a Zoning Map Amendment application is administratively complete within 30 days after receiving the application.

a. If the Director determines that the application is not administratively complete, a comprehensive list of the specific deficiencies shall be provided in writing or electronically to the applicant. The administrative completeness review time frame and the overall time frame are suspended from the date the list of deficiencies is issued until the date that the applicant resubmits the missing information. Additional notices of administrative completeness or deficiencies may be provided based on the applicant's submission of missing information.

b. The City shall determine whether a resubmitted application is administratively complete within 15 days after receiving the resubmitted application.

3. After determining that the application is administratively complete, the City shall approve or deny the application within 180 days.

a. During the substantive review time frame, the City may identify legal requirements that have not been addressed by the application and provide a written or electronic comprehensive request for corrections. The substantive review time frame and the overall time frame are suspended from the date the request for corrections is issued until the date the applicant resubmits the corrections.

b. The Director may consider an application withdrawn if, within 30 days or more after the date of request for corrections, the applicant does not supply the documentation or

information requested or an explanation of why the information cannot be provided within the established time period.

c. The Director may extend the time frame to approve or deny a Zoning Map Amendment application beyond 180 days for the following reasons:

- i. For extenuating circumstances, the Director may grant a onetime extension of not more than 30 days.**
- ii. If an applicant requests an extension, the Director may grant extensions of 30 days for each extension granted.**

d. Subsections 10-20.50.040(E)(2) and (E)(3) above do not apply to land that is designated as a District of Historical Significance pursuant to A.R.S. § 9-462.01(A)(10) or an area that is designated as historic on the National Register of Historic places or Planned Area Developments.

42. The Director's recommendation shall be transmitted to the Planning Commission in the form of a staff report prior to a scheduled public hearing. The staff report shall include the following:

- a. An evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans;
- b. A recommendation on the amendment and the grounds for the recommendation based on the standards and purposes of the zones set forth in Division 10-40.20, Establishment of Zones; and
- c. A recommendation on whether the text amendment or Zoning Map amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

53. A copy of the staff report shall be made available to the public and any applicant prior to the public hearing.

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-20: Administration, Procedures, and Enforcement, Division 10-20.50: Amendments to the Zoning Code Text and the Zoning Map, Section 10-20.50.040: Procedures, Subsection 10-20.50.040(M): Protest Procedures, as follows:

M. Protest Procedures. A protest **in writing signed by the property owners** against a proposed **Zoning Map** amendment may be filed in writing by the owners of 20 percent or more of either:

1. The **property by area and number of lots, tracts, and condominium units, excluding government-owned property** ~~area of the parcel(s) of land~~ included in the proposed Zoning Map ~~a~~Amendment; or

2. The **property by area and number of lots, tracts, and condominium units, excluding government-owned property** ~~area of those parcel(s) of land~~ immediately adjacent ~~in the rear or any side of~~ to the **proposed Zoning Map Amendment** ~~subject property(ies)~~ extending 150 feet, **including all rights-of-way.** ~~from the subject property(ies); or~~

~~3. The area of those parcel(s) of land directly opposite the subject property(ies) extending 150 feet from the street frontage of the opposite parcels of land.~~

Such protest shall be hand-delivered to the City Clerk, **or their designee**, by no later than 12:00 noon five business days after the City Council first considers the application at a public hearing. If a timely protest is filed, the amendment shall not become effective except by a favorable vote of three-fourths of all members of the Council. If any member of the Council is unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths of the remaining membership of the Council; provided, that such required number of votes shall in no event be less than a majority of the full membership of the Council.

ORDINANCE NO. 2024-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “PZ-24-00010 – ZONING MAP AMENDMENT PROCESS”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Division 10-20.50 of the Flagstaff Zoning Code to add required review timeframes and update protest procedures for Zoning Map Amendments; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 11, 2024, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on September 25, 2024, and provided a recommendation to City Council on the proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as “*PZ-24-00010 – Zoning Map Amendment Process*”, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2024-38.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as “*PZ-24-00010 – Zoning Map Amendment Process*”, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, and which document is declared a public record by Resolution No. 2024-38 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City

Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. 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 8. 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 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of October 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**HOUSING IMPACT STATEMENT
PZ-24-00010 ZONING MAP AMENDMENT PROCESS**

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 zoning code text amendment responds to the requirements of SB 1162 which requires that timeframes be added to the zoning code for the review and processing of Zoning Map Amendment applications. The amendment requires that Zoning Map Amendments be completed within a certain timeframe. The probable impact to the average cost to construct housing for sale or rent is minimal and only indirectly related to the processing of these applications.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

Staff did not use any data or reference material other than SB 1162.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

None.

~~telecommunications fund; report; posting~~
(now: residential zoning; housing; assessment; hearings)

State of Arizona
Senate
Fifty-sixth Legislature
Second Regular Session
2024

CHAPTER 172
SENATE BILL 1162

AN ACT

AMENDING SECTION 9-462.04, ARIZONA REVISED STATUTES; AMENDING TITLE 9, CHAPTER 4, ARTICLE 6.1, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-462.10; AMENDING TITLE 9, CHAPTER 4, ARTICLE 6.4, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-469; RELATING TO MUNICIPALITIES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 9-462.04, Arizona Revised Statutes, is amended
3 to read:

4 9-462.04. Public hearing required; definition

5 A. If the municipality has a planning commission or a hearing
6 officer, the planning commission or hearing officer shall hold a public
7 hearing on any zoning ordinance. Notice of the time and place of the
8 hearing including a general explanation of the matter to be considered and
9 including a general description of the area affected shall be given at
10 least fifteen days before the hearing in the following manner:

11 1. The notice shall be published at least once in a newspaper of
12 general circulation published or circulated in the municipality, or if
13 there is none, it shall be posted on the affected property in such a
14 manner as to be legible from the public right-of-way and in at least ten
15 public places in the municipality. A posted notice shall be printed so
16 that the following are visible from a distance of one hundred feet: the
17 word "zoning", the present zoning district classification, the proposed
18 zoning district classification and the date and time of the hearing.

19 2. In proceedings involving rezoning of land that abuts other
20 municipalities or unincorporated areas of the county or a combination of a
21 municipality and an unincorporated area, copies of the notice of public
22 hearing shall be transmitted to the planning agency of the governmental
23 unit abutting such land. In proceedings involving rezoning of land that
24 is located within the territory in the vicinity of a military airport or
25 ancillary military facility as defined in section 28-8461, the
26 municipality shall send copies of the notice of public hearing by first
27 class mail to the military airport. In addition to notice by publication,
28 a municipality may give notice of the hearing in any other manner that the
29 municipality deems necessary or desirable.

30 3. In proceedings that are not initiated by the property owner
31 involving rezoning of land that may change the zoning classification,
32 notice by first class mail shall be sent to each real property owner, as
33 shown on the last assessment of the property, of the area to be rezoned
34 and all property owners, as shown on the last assessment of the property,
35 within three hundred feet of the property to be rezoned.

36 4. In proceedings involving one or more of the following proposed
37 changes or related series of changes in the standards governing land uses,
38 notice shall be provided in the manner prescribed by paragraph 5 of this
39 subsection:

40 (a) A ten percent or more increase or decrease in the number of
41 square feet or units that may be developed.

42 (b) A ten percent or more increase or reduction in the allowable
43 height of buildings.

1 (c) An increase or reduction in the allowable number of stories of
2 buildings.

3 (d) A ten percent or more increase or decrease in setback or open
4 space requirements.

5 (e) An increase or reduction in permitted uses.

6 5. In proceedings governed by paragraph 4 of this subsection, the
7 municipality shall provide notice to real property owners pursuant to at
8 least one of the following notification procedures:

9 (a) Notice shall be sent by first class mail to each real property
10 owner, as shown on the last assessment, whose real property is directly
11 governed by the changes.

12 (b) If the municipality issues utility bills or other mass mailings
13 that periodically include notices or other informational or advertising
14 materials, the municipality shall include notice of the changes with such
15 utility bills or other mailings.

16 (c) The municipality shall publish the changes before the first
17 hearing on such changes in a newspaper of general circulation in the
18 municipality. The changes shall be published in a "display ad" covering
19 not less than one-eighth of a full page.

20 6. If notice is provided pursuant to paragraph 5, subdivision (b)
21 or (c) of this subsection, the municipality shall also send notice by
22 first class mail to persons who register their names and addresses with
23 the municipality as being interested in receiving such notice. The
24 municipality may charge a fee not to exceed \$5 per year for providing this
25 service and may adopt procedures to implement this paragraph.

26 7. Notwithstanding the notice requirements in paragraph 4 of this
27 subsection, the failure of any person or entity to receive notice does not
28 constitute grounds for any court to invalidate the actions of a
29 municipality for which the notice was given.

30 B. If the matter to be considered applies to territory in a high
31 noise or accident potential zone as defined in section 28-8461, the notice
32 prescribed in subsection A of this section shall include a general
33 statement that the matter applies to property located in the high noise or
34 accident potential zone.

35 C. After the hearing, the planning commission or hearing officer
36 shall render a decision in the form of a written recommendation to the
37 governing body. The recommendation shall include the reasons for the
38 recommendation and be transmitted to the governing body in the form and
39 manner prescribed by the governing body.

40 D. If the planning commission or hearing officer has held a public
41 hearing, the governing body may adopt the recommendations of the planning
42 commission or hearing officer without holding a second public hearing if
43 there is no objection, request for public hearing or other protest. The
44 governing body shall hold a public hearing if requested by the party
45 aggrieved or any member of the public or of the governing body, or, in any

1 case, if a public hearing has not been held by the planning commission or
2 hearing officer. The governing body may consider the testimony of any
3 party aggrieved when making its decision. In municipalities with
4 territory in the vicinity of a military airport or ancillary military
5 facility as defined in section 28-8461, the governing body shall hold a
6 public hearing if, after notice is transmitted to the military airport
7 pursuant to subsection A of this section and before the public hearing,
8 the military airport provides comments or analysis concerning the
9 compatibility of the proposed rezoning with the high noise or accident
10 potential generated by military airport or ancillary military facility
11 operations that may have an adverse impact on public health and safety,
12 and the governing body shall consider and analyze the comments or analysis
13 before making a final determination. Notice of the time and place of the
14 hearing shall be given in the time and manner provided for the giving of
15 notice of the hearing by the planning commission as specified in
16 subsection A of this section. A municipality may give additional notice
17 of the hearing in any other manner as the municipality deems necessary or
18 desirable. For the purposes of this subsection, "party aggrieved" means
19 any property owner within the notification area prescribed by subsection
20 A, paragraph 3 of this section.

21 E. A municipality may enact an ordinance authorizing county zoning
22 to continue in effect until municipal zoning is applied to land previously
23 zoned by the county and annexed by the municipality, but not longer than
24 six months after the annexation.

25 F. A municipality is not required to adopt a general plan before
26 the adoption of a zoning ordinance.

27 G. If there is no planning commission or hearing officer, the
28 governing body of the municipality shall perform the functions assigned to
29 the planning commission or hearing officer.

30 H. If the owners of twenty percent or more of the property by area
31 and number of lots, tracts and condominium units within the zoning area of
32 the affected property, **EXCLUDING GOVERNMENT OWNED PROPERTY**, file a protest
33 in writing against a proposed amendment, the change shall not become
34 effective except by the favorable vote of three-fourths of all members of
35 the governing body of the municipality. If any members of the governing
36 body are unable to vote on such a question because of a conflict of
37 interest, then the required number of votes for passage of the question
38 shall be three-fourths of the remaining membership of the governing body,
39 provided that such required number of votes shall not be less than a
40 majority of the full membership of the legally established governing body.
41 For the purposes of this subsection, the vote shall be rounded to the
42 nearest whole number. A protest filed pursuant to this subsection shall
43 be signed by the property owners, **EXCLUDING GOVERNMENT OWNED PROPERTY**,
44 opposing the proposed amendment and filed in the office of the clerk of
45 the municipality not later than 12:00 noon one business day before the

1 date on which the governing body will vote on the proposed amendment or on
2 an earlier time and date established by the governing body.

3 I. In applying an open space element or a growth element of a
4 general plan, a parcel of land shall not be rezoned for open space,
5 recreation, conservation or agriculture unless the owner of the land
6 consents to the rezoning in writing.

7 J. Notwithstanding section 19-142, subsection B, a decision by the
8 governing body involving rezoning of land that is not owned by the
9 municipality and that changes the zoning classification of such land may
10 not be enacted as an emergency measure and the change shall not be
11 effective for at least thirty days after final approval of the change in
12 classification by the governing body.

13 K. For the purposes of this section, "zoning area" means both of
14 the following:

15 1. The area within one hundred fifty feet, including all
16 rights-of-way, of the affected property subject to the proposed amendment
17 or change.

18 2. The area of the proposed amendment or change.

19 Sec. 2. Title 9, chapter 4, article 6.1, Arizona Revised Statutes,
20 is amended by adding section 9-462.10, to read:

21 9-462.10. Residential zoning; amendment; applications;
22 deadline; extensions; applicability

23 A. ON OR BEFORE JANUARY 1, 2025, A MUNICIPALITY SHALL ADOPT AN
24 AMENDMENT TO THE MUNICIPALITY'S ZONING ORDINANCE THAT REQUIRES THE
25 MUNICIPALITY TO DETERMINE WHETHER A ZONING APPLICATION IS ADMINISTRATIVELY
26 COMPLETE WITHIN THIRTY DAYS AFTER RECEIVING THE APPLICATION. IF THE
27 MUNICIPALITY DETERMINES THAT THE APPLICATION IS NOT ADMINISTRATIVELY
28 COMPLETE, THE MUNICIPALITY SHALL FOLLOW THE PROCEDURES PRESCRIBED IN
29 SECTION 9-835, SUBSECTION E UNTIL THE APPLICATION IS ADMINISTRATIVELY
30 COMPLETE. THE MUNICIPALITY SHALL DETERMINE WHETHER A RESUBMITTED
31 APPLICATION IS ADMINISTRATIVELY COMPLETE WITHIN FIFTEEN DAYS AFTER
32 RECEIVING THE RESUBMITTED APPLICATION. AFTER DETERMINING THAT THE
33 APPLICATION IS ADMINISTRATIVELY COMPLETE, THE MUNICIPALITY SHALL APPROVE
34 OR DENY THE APPLICATION WITHIN ONE HUNDRED EIGHTY DAYS.

35 B. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, THE MUNICIPALITY
36 MAY EXTEND THE TIME FRAME TO APPROVE OR DENY THE REQUEST BEYOND ONE
37 HUNDRED EIGHTY DAYS FOR EITHER OF THE FOLLOWING REASONS:

38 1. FOR EXTENUATING CIRCUMSTANCES, THE MUNICIPALITY MAY GRANT A
39 ONETIME EXTENSION OF NOT MORE THAN THIRTY DAYS.

40 2. IF AN APPLICANT REQUESTS AN EXTENSION, THE MUNICIPALITY MAY
41 GRANT EXTENSIONS OF THIRTY DAYS FOR EACH EXTENSION GRANTED.

42 C. THIS SECTION DOES NOT APPLY TO LAND THAT IS DESIGNATED AS A
43 DISTRICT OF HISTORICAL SIGNIFICANCE PURSUANT TO SECTION 9-462.01,
44 SUBSECTION A, PARAGRAPH 10 OR AN AREA THAT IS DESIGNATED AS HISTORIC ON
45 THE NATIONAL REGISTER OF HISTORIC PLACES OR PLANNED AREA DEVELOPMENTS.

1 Sec. 3. Title 9, chapter 4, article 6.4, Arizona Revised Statutes,
2 is amended by adding section 9-469, to read:

3 9-469. Municipal housing needs assessment; annual report;
4 applicability

5 A. BEGINNING JANUARY 1, 2025 AND EVERY FIVE YEARS THEREAFTER, A
6 MUNICIPALITY SHALL PUBLISH A HOUSING NEEDS ASSESSMENT THAT INCLUDES THE
7 FOLLOWING:

8 1. THE TOTAL POPULATION GROWTH PROJECTED FOR THE SUBSEQUENT
9 FIVE-YEAR PERIOD.

10 2. THE TOTAL JOB GROWTH PROJECTED FOR THE SUBSEQUENT FIVE-YEAR
11 PERIOD.

12 3. THE TOTAL AMOUNT OF RESIDENTIALLY ZONED LAND WITH DETAIL ON LAND
13 ZONED AS SINGLE-FAMILY AND MULTIFAMILY.

14 4. THE TOTAL NEED FOR ADDITIONAL RESIDENTIAL HOUSING UNITS FOR RENT
15 AND FOR SALE IN THE MUNICIPALITY TO MEET:

16 (a) ANY DEFICIENCIES IN HOUSING THE EXISTING POPULATION.

17 (b) ANY DEFICIENCIES IN HOUSING THE EXISTING WORKFORCE.

18 (c) POPULATION GROWTH PROJECTIONS.

19 (d) JOB GROWTH PROJECTIONS.

20 (e) HOUSING NEEDS ACROSS ALL VARIOUS INCOME LEVELS.

21 B. BEGINNING JANUARY 1, 2025 AND EVERY YEAR THEREAFTER, EACH
22 MUNICIPALITY SHALL SUBMIT AN ANNUAL REPORT TO THE ARIZONA DEPARTMENT OF
23 HOUSING ACCOUNTING FOR THE TOTAL NUMBER OF PROPOSED RESIDENTIAL HOUSING
24 UNITS SUBMITTED TO THE MUNICIPALITY, THE TOTAL NUMBER OF NET NEW
25 RESIDENTIAL HOUSING UNITS SUBMITTED TO THE MUNICIPALITY AND THE TOTAL
26 NUMBER OF NEW RESIDENTIAL HOUSING UNITS THAT ARE ENTITLED, HAVE BEEN
27 PLATTED, HAVE BEEN ISSUED A BUILDING PERMIT AND HAVE RECEIVED A
28 CERTIFICATE OF OCCUPANCY BY THE MUNICIPALITY. THE ANNUAL REPORT SHALL
29 INCLUDE ALL OF THE FOLLOWING:

30 1. THE NUMBER OF HOUSING DEVELOPMENT APPLICATIONS RECEIVED IN THE
31 PRIOR YEAR.

32 2. THE NUMBER OF LOTS AND MULTIFAMILY UNITS INCLUDED IN ALL
33 DEVELOPMENT APPLICATIONS IN THE PRIOR YEAR.

34 3. THE NUMBER OF LOTS AND MULTIFAMILY UNITS APPROVED AND
35 DISAPPROVED OR OTHERWISE NOT APPROVED IN THE PRIOR YEAR.

36 4. A THRESHOLD PERCENTAGE REQUIREMENT OF MULTIFAMILY ZONED LAND
37 VERSUS SINGLE-FAMILY ZONED LAND NEEDED TO MEET POPULATION DEMAND IN EACH
38 MUNICIPALITY.

39 5. THE STATUS AND PROGRESS IN MEETING THE MUNICIPALITY'S HOUSING
40 NEEDS.

41 6. A PLAN THAT SPECIFIES HOW THE MUNICIPALITY INTENDS TO SATISFY
42 THE IDENTIFIED NEED FOR ADDITIONAL HOUSING UNITS WITHIN THE MUNICIPALITY.

43 C. A MUNICIPALITY THAT HAS CONDUCTED A HOUSING NEEDS ASSESSMENT
44 REPORT AS OF JANUARY 1, 2021 SHALL AMEND ALL EXISTING REPORTS TO INCLUDE
45 THE INFORMATION REQUIRED IN SUBSECTION A OF THIS SECTION.

1 D. THE ARIZONA DEPARTMENT OF HOUSING SHALL COMPILE THE REPORTS
2 RECEIVED PURSUANT TO SUBSECTION B OF THIS SECTION AND SUBMIT THE REPORTS
3 TO THE GOVERNOR, THE PRESIDENT OF THE SENATE AND THE SPEAKER OF THE HOUSE
4 OF REPRESENTATIVES.
5 E. THIS SECTION DOES NOT REQUIRE A MUNICIPALITY TO FULFILL THE
6 PROJECTIONS IN THE HOUSING NEEDS ASSESSMENT REQUIRED BY SUBSECTION A OF
7 THIS SECTION.
8 F. THIS SECTION DOES NOT APPLY TO A MUNICIPALITY THAT IS LOCATED ON
9 TRIBAL LAND OR A MUNICIPALITY WITH A POPULATION OF LESS THAN THIRTY
10 THOUSAND PERSONS.

APPROVED BY THE GOVERNOR APRIL 23, 2024.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 23, 2024.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Zoning Code Manager
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-39 and Ordinance No. 2024-24: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-24-00134 - Accessory Dwelling Units" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-39
2. Read Ordinance No. 2024-24 by title only for the final time
3. City Clerk reads Ordinance No. 2024-24 by title only (if approved above)
4. Adopt Ordinance No. 2024-24

Executive Summary:

City's request for a Zoning Code Text Amendment to modify Section 10-40.60.030: Accessory Dwelling Units (ADUs) to comply with state legislation including modifications to the permitted number, size, location, parking requirements, and design standards for Accessory Dwelling Units to comply with House Bill 2720.

The Planning and Zoning Commission recommended that the City Council deny the proposed text amendment by a vote of 5-1 at their September 25, 2024, public hearing. The original motion was to recommend approval but failed due to a tie vote (3-3). In response, a motion was made to recommend denial with the results noted above. Commission members' concerns included the removal of parking requirements, architectural compatibility provisions, and no exemptions for historic districts. In addition, concerns were presented about the equity of homeowners' ability to finance ADU construction without an incentive from the City.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Previous Council Decision or Community Discussion:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendment.

Background and History:

The proposed amendment (Attachment 2) includes modification to Zoning Code Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.030: Accessory Dwelling Units, to include the following:

- To allow one attached **and** one detached ADU as a permitted use on any lot or parcel that allows a single-family dwelling (SFD). One additional ADU may be permitted on a lot or parcel greater than one acre when the unit is a restricted affordable dwelling. Currently the Zoning Code only allows one ADU.
- To allow an ADU that is 75% of the gross floor area of the SFD or 1,000 square feet, whichever is less. Currently, the Zoning Code only allows detached ADUs up to 800 square feet on lots or parcels that are 6,000 square feet or greater or up to 1,000 square feet on lots or parcels over an acre. The amended code will still allow an ADU of 800 square feet, regardless of the size of the home.
- To allow the long-term lease of all units (SFD and ADUs). The Zoning Code currently allows the long-term lease of all units as an incentive to reduce the use of ADUs as short-term rentals.
- To remove additional parking requirements for ADUs. The Zoning Code currently requires one additional parking space for an ADU.
- To remove architectural compatibility requirements for ADUs. The Zoning Code currently includes architectural compatibility requirements as well as specific findings that include compatibility standards.
- To remove restrictions for ADUs that are more restrictive than those for SFDs in the same zoning district regarding height, setbacks, lot size or coverage, or building frontage.
- To remove the requirement for a restrictive covenant concerning the rental of property with an ADU. The Zoning Code currently requires a restrictive covenant that states the property owner shall occupy either the primary residence of the ADU or if the property owner rents or leases a property with both a primary residence and an ADU to a third party, then neither the primary residence nor the ADU shall be sub-leased.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan; Flagstaff Regional Plan 2030

- Policy NH.3.2. Promote accessory dwelling units, where appropriate.

B. Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The amendment provisions are not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. The proposed provisions are intended to comply with the requirements of HB 2720.

C. Finding #3: The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Connection to PBB Priorities and Objectives:

- Achieve a well-maintained community through comprehensive & equitable code compliance, & development is compatible with community values.

Connection to Regional Plan:

- Policy NH.3.2. Promote accessory dwelling units, where appropriate.

Connection to Carbon Neutrality Plan:

- Create housing options for households at all income levels and family sizes occupied by local residents.

Connection to 10-Year Housing Plan:

- Continue to evaluate and amend the current Accessory Dwelling Unit (ADU) zoning code standards with the goal of increasing supply.

Attachments: [Res. 2024-39](#)
 [PZ-24-00134 Draft Amendment](#)
 [Ord. 2024-24](#)
 [PZ-24-00134 Housing Statement](#)
 [HB 2720](#)

RESOLUTION NO. 2024-39

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “PZ-24-00134 – ACCESSORY DWELLING UNITS”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2024-24, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as “*PZ-24-00134 – Accessory Dwelling Units*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

SECTION 2. Effective Date.

This resolution 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 15th day of October 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A. PZ-24-00134 – Accessory Dwelling Units

Case No. PZ-24-00134 –Accessory Dwelling Units

Provisions that are being deleted are shown in bold ~~strikethrough~~ text.

Provisions that are being added are shown in bold red text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.60: Specific to Uses, Section 10-40.60.030: Accessory Dwelling Units, as follows:

10-40.60.030 Accessory Dwelling Units (ADUs)

A. Applicability. Accessory Dwelling Units (ADUs) or carriage houses (see Section 10-50.110.040, Carriage House,) where allowed by Division 10-40.30, Non-Transect Zones, and Division 10-40.40, Transect Zones, are subject to the requirements of this section.

B. Not to Be Sold. An ADU shall not be sold separately from the primary structure.

C. Design, Development and Exception Standards.

1. An ADU shall comply with Table 10-40.60.030.~~C A.~~, Accessory Dwelling Unit Design, Development and Exceptions Standards.

Table 10-40.60.030. C A. Accessory Dwelling Unit Design, Development and Exceptions Standards	
(1) ADU Types Standards	<p>(a) Attached ADU: An Attached ADU shall shares a common wall or roof structure with the remainder of the primary dwelling unit, and is required to comply with the fire separations of the building and fire codes.</p> <p>(b) Detached ADU: A Detached ADU shall be is physically detached from the primary dwelling unit, including a separate roof structure, and is required to comply with the fire separations of the building and fire codes.</p> <p>(c) Interior ADU: An Interior ADU is a delineated area within the primary dwelling unit, and is neither attached nor detached.</p> <p>(Please refer to the definition of Attached, Detached, and Interior ADU in Division 10-80.20.)</p>

<p>(2) Alley Orientation (Detached ADU)</p>	<p>(a) When a Detached ADU is adjacent to an alley, the ADU's primary entry/exit access door and windows shall face the alley, unless approved by the Planning Director.</p>
<p>(32) Amenities</p>	<p>(a) An ADU shall contain independent living, sleeping, eating, cooking, and sanitation facilities, and may include a kitchen. as part of the ADU, which may be in the same room (i.e., a studio/efficiency dwelling).</p>
<p>(4) Architectural Compatibility</p>	<p>(a) An Attached or Detached ADU shall be designed as a subordinate structure to the primary structure on the lot or parcel in terms of its mass and size; and the ADU's architectural character (colors, details, doors, materials, roof pitch, and windows, etc.) shall be compatible with the primary dwelling unit.</p> <p>(b) An Interior ADU shall be designed as an integrated and subordinate part of the primary dwelling unit. The Interior ADU shall, at a minimum, have interior pedestrian access to the common areas such as a foyer, living room, laundry room, basement, etc., of the primary dwelling unit, and share the primary entrance and exit. Exterior modifications to accommodate an Interior ADU shall be developed with an architectural character (colors, details, doors, materials, roof pitch, and windows, etc.) consistent with the existing structure.</p> <p>(c) Windows facing an adjoining residential property shall be designed to protect the privacy of neighbors; alternatively, fences, or walls shall be required to provide screening in compliance with Division 10-50.50, Fences and Screening.</p>
<p>(53) Building Form and Property Development Standards</p>	<p>(a) Setbacks.</p> <p>(i) An Detached ADU structure may be located in the rear and interior side setbacks; provided, that the following are maintained:</p> <p>(i.a) Minimum rear setback abutting a public alley right-of-way or private alley tract: 0 feet.</p> <p>(i.ab) Minimum rear setback abutting another lot or parcel: 5 feet.</p>

(i. ~~b~~e) Minimum interior side setback: 5 feet.

(ii) **Additional placement regulations are contained in Section 10-40.60.030.D. An Attached or Interior ADU shall comply with the required setbacks of a lot's or parcel's zone.**

(iii) **Alternative setbacks and placements are allowed in accordance with Section 10-40.60.030.D.**

(b) (i) **Detached ADU Allowed Encroachments into Setbacks.**

(i. ~~a~~ i) **Only T**he encroachments in subsection (7) of Table 10-50.40.020.A. are allowed in the **5 foot rear and interior side setbacks identified above. of subsections (5)(a)(i)(i.b) and (5)(a)(i)(i.c) of this Table. No other encroachment indicated in Table 10-50.40.020.A. is allowed in the setbacks of subsection (5)(a)(i) of this Table.**

(i. ~~b~~) ~~The encroachments of Table 10-50.40.020.A. are allowed into the setbacks of the lot's or parcel's zone.~~

(ii) ~~Attached and Interior Encroachments. The encroachment of Table 10-50.40.020.A. are allowed.~~

(iii) A detached accessory structure constructed prior to February 16, 2016, that is located in the **5 foot** minimum setback(s) **identified above of subsection (53)(a)(i) of this Table or in the street side setback** may be converted to an ADU or have an ADU as a second floor; provided, that there is no exterior addition or increase in building height within the minimum setback(s).

(c) Building Height.

(i) ~~Attached and Interior ADU.~~ Maximum height allowed by the **zoning district in which the lot or parcel is located. lot's or parcel's zone.**

(ii) ~~Detached ADU within the required setbacks of a lot's or parcel's zone: 24 feet.~~

(iii) ~~Any portion of a Detached ADU that encroaches into the required setbacks of the property's zone: 16 feet.~~

	<p>(d) Lot Coverage. The lot coverage requirements of a property's zone shall:</p> <ul style="list-style-type: none"> (i) Not apply to Attached and Detached ADU; and (ii) Apply to a dwelling unit containing an Interior ADU.
<p>(64) Density</p>	<p>(a) In single-family residential zones n No more than one detached and one attached or interior ADU is permitted per lot or parcel developed with one sSingle-fFamily Dwelling. residential lot or parcel is allowed. One additional detached ADU may be permitted on a lot or parcel that is at least one acre in size if at least one ADU on the lot or parcel is a Category 1 Permanently Affordable unit as specified in Section 10-30.20.030.</p> <p>(b) In zones that allow ADUs are not permitted on the same lot or parcel as a duplex or multiple-family developments., the density requirements of the zone count an ADU as a dwelling unit.</p>
<p>(7) Entrance (Attached and Interior ADU)</p>	<p>(a) Attached ADU. The pedestrian entrance to an Attached ADU shall not face the same street as the pedestrian entrance of the primary dwelling unit, except:</p> <ul style="list-style-type: none"> - (i) In zones that allow duplexes that are not required to be part of a Planned Residential Development; - (ii) If the facade of the ADU with the pedestrian entrance is set back at least 50 feet from the property line; or - (iii) If the ADU's pedestrian entrance will not be visible from the same street that the pedestrian entrance of the primary dwelling unit is visible from. <p>(b) Interior ADU. A pedestrian entrance to an Interior ADU shall be located on the interior side or rear side of the primary dwelling unit, and may be located on a street side facade of the primary dwelling unit, provided that the primary entrance to the primary dwelling does not face the same street side.</p>

<p>(85) Home Occupations</p>	<p>(a) Home occupations shall be allowed subject to Section 10-40.60.180, Home Occupations, in either the ADU or the primary residence, but not both.</p>
<p>(9) Lot Size (Detached ADU)</p>	<p>(a) Minimum lot size: 6,000 square feet.</p>
<p>(106) Movable Habitable Space</p>	<p>(a) A mobile home, recreational vehicle, or other movable habitable space shall not be used as an ADU.</p> <p>(b) A manufactured or modular unit placed and secured on a permanent foundation in conformance with the Building Code may be used as an ADU in compliance with this section and in zoning districts that permit these units.</p>
<p>(117) Number of Occupants</p>	<p>(a) Maximum number of persons allowed to reside in an ADU: two persons.</p>
<p>(128) Required Occupancy</p>	<p>(a) The Single-Family Dwelling or any ADU located on the same lot or parcel may be separately leased as long-term rental housing. Long term housing means rental use in which the tenant holds a lease of ninety days or longer or on a month-by-month basis. The property owner, which includes title holders and contract purchasers, shall occupy either the primary dwelling unit or the ADU as their principal residence, unless the primary dwelling unit and ADU are allowed to be separately leased or rented in accordance with subsection G of this section.</p> <p>(b) When a property contains an ADU, the owner of the property must reside on the property if any ADU is used as either a vacation or short-term rental. The primary dwelling unit or the ADU that is not occupied by the property owner that is rented or leased shall be for a period of no less than 30 days.</p>
<p>(13) Parking</p>	<p>(a) Parking shall be in compliance with Division 10-50.80, Parking Standards, and the parking standards in Division 10-40.40, Transect Zones.</p>

	<p>(b) Parking provided with alley access shall maintain a 24-foot wide back-out area, inclusive of the alley.</p>
<p>(14) Placement</p>	<p>(a) An ADU shall be constructed or placed on the same lot or parcel as the primary dwelling unit.</p> <p>(b) An ADU is allowed only on a lot or parcel containing a detached single-family dwelling unit.</p> <p>(c) An ADU is not allowed on a lot or parcel containing a duplex or triplex on properties zoned Rural Residential (RR), Estate Residential (ER), Single-Family Residential (R1), Single-Family Residential Neighborhood (R1N), Manufactured Housing (MH).</p> <p>(d) Additional placement regulations are contained in Section 10-40.60.030.D.</p>
<p>(159) Size, ADU</p>	<p>(a) An ADU shall not exceed 75 percent of the gross floor area of the Single-Family Dwelling on the same lot or parcel or 1,000 square feet, whichever is less. Gross floor area means the interior habitable area. An ADU may have a gross floor area of up to 800 square feet regardless of the size of the Single-Family Dwelling so long as all other requirements of this section are met.</p> <p>Maximum Size.</p> <p>(i) Lots less than one acre: 800 square feet in gross floor area.</p> <p>(ii) Lots equal to or greater than one acre: 1,000 square feet in gross floor area; but, an ADU shall not be larger than fifty percent of the gross floor area of the primary dwelling unit, or 800 square feet, whichever is greater.</p> <p>(b) Allowance for Green Construction. The maximum size of an ADU constructed with green construction methods that cause the exterior walls to be greater than eight inches shall be:</p> <p>(i) Maximum Size.</p> <p>(i.a.) Lots less than one acre: 800 square feet in gross floor area, minus the area of the exterior walls.</p>

	<p>(i.b.) Lots equal to or greater than one acre: 1,000 square feet in gross floor area; but an ADU shall not be larger than 50 percent of the gross floor area of the primary dwelling unit, or 800 square feet, whichever is greater. The area of the ADU shall include the area of the exterior walls.</p>
<p>(1610) Subdividing or Land Split of a Lot with an ADU</p>	<p>(a) Attached and Interior ADU. A lot or parcel containing an ADU shall not be subdivided or split into two or more lots or parcels unless each lot or parcel complies with the Zoning Code and Subdivision Ordinance. The ADU shall completely remain on one lot.</p> <p>(b) Detached ADU. The lot or parcel containing a Detached ADU shall not be subdivided into two or more lots or parcels unless each lot or parcel complies with the Zoning Code and Subdivision Ordinance.</p> <p>(i) When an existing Detached ADU will remain on the new lot or parcel created by subdivision or land split, the property owner is required to modify the primary dwelling unit and ADU of the subdivided or split lots to comply with the Flagstaff City Code, including providing separate utility services connected to each unit, and obtain a new Certification of Occupancy for the units (when required by the Building Official), prior to City Staff recording the subdivision or land split of the property. The ADU that remains on the new lot or parcel shall be considered a primary dwelling unit, unless a new primary dwelling unit is constructed on the new lot or parcel.</p>
<p>(1711) Utility Service</p>	<p>(a) An attached or interior ADU shall be connected to the same utilities (except internet, telephone, and television), as the primary Single-family dwelling. either to the primary dwelling unit, or separate utility services. Detached ADUs shall have a separate water meter.</p>

D. Building Placement. In addition to the standards provided in Table 10-40.60.030.C., ADUs proposed as part of the subdivision platting and approval process may be located on the rear or interior side property line under the following conditions illustrated in Figures 10-40.60.030.D.1. and 10-40.60.030.D.2., and:

1. The ADU is located above a garage; and
2. Four ADUs designed and constructed together are located at the common intersection of the rear and interior side of four lots; or
3. Two ADUs designed and constructed together and with direct access to an alley are located at the common intersection of the rear and interior side of two lots.

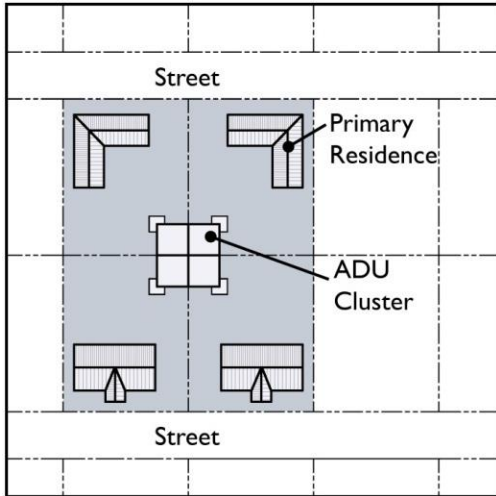


Figure 10-40.60.030.D.1.

Four ADUs located at the common intersection of the rear and interior side of four lots

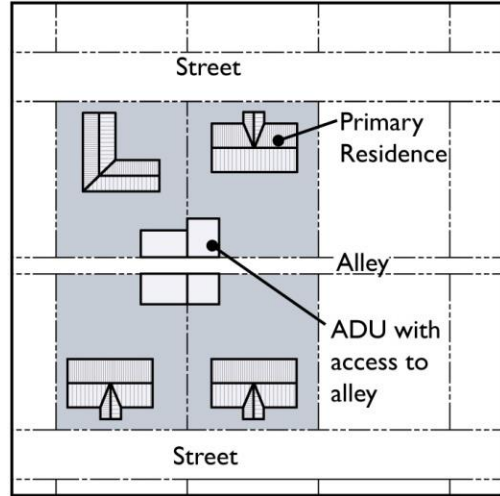


Figure 10-40.60.030.D.2.

Two ADUs with direct access to an alley

E. Restrictive Covenant.

1. The following shall be required, unless the property owner participates in the rental dwelling unit incentive of subsection G of this section:

a. The property owner shall sign before a notary public a restrictive covenant that runs with the land on a form prepared by the City Attorney or designee affirming that the property owner shall:

i. Occupy either the primary residence or the ADU; or

~~ii.— If the property owner rents or leases a property with both a primary residence and an ADU to a third party, then neither the primary residence nor the ADU shall be sub-leased.~~

~~b.— The restrictive covenant shall be submitted to the City prior to the issuance of a building permit for the ADU. The City shall record the restrictive covenant after the building permit has been issued.~~

F.— Findings for Approval of ADUs. An application for approval of an ADU shall be based on the following findings:

~~1.— The exterior design of the ADU is compatible with the primary residence and does not dominate it or surrounding properties. This has been achieved through use of compatible and complimentary architectural building forms, construction materials, colors, landscaping, and other methods that conform to acceptable construction practices.~~

~~2.— The exterior design of the ADU is in suitable proportion with and maintains the scale of the neighborhood.~~

~~3.— The ADU does not result in excessive noise, traffic or parking congestion.~~

~~4.— The site plan provides private space and landscaping that is useful for both the ADU and the primary residence. Private space and landscaping provides for privacy and screening of adjacent properties.~~

~~5.— The location and design of the ADU maintains a compatible relationship to adjacent properties and does not significantly impact the privacy, light, air, solar access or parking of adjacent properties.~~

~~6.— Major access stairs, decks, entry doors and major windows on one and one-half and two story structures face the primary residence to the maximum extent it is feasible, or the rear alley, if applicable. Windows that face neighboring side or rear setbacks are installed so the bottom of the window is a minimum of six feet above the floor.~~

~~7.— Buildings, structures, and other features of the site plan, such as walkways and driveways, are oriented and located to maintain natural and historic resources to the maximum extent feasible and to minimize alteration of natural landforms.~~

G. ~~Rental Dwelling Unit Incentive.~~

~~1. As an incentive to property owners to construct ADUs and to increase the number of long-term rental dwelling units that are available in the Flagstaff area, the primary residential dwelling unit and the ADU may be rented or leased separately if the property owner agrees to and signs before a notary public a restrictive covenant on a form prepared by the City Attorney or designee affirming that the property owner will not rent or lease either of the dwelling units for a period of less than 30 days. The restrictive covenant shall be submitted to the City prior to the issuance of a building permit for the ADU, or before the property owner rents or leases the primary residential dwelling unit and the ADU, whichever is earlier. The restrictive covenant shall run with the land.~~

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-40: Specific to Zones, Division 10-40.50: Overlay Zones, Section 10-40.50.030(C): Building Form Standards, as follows:

C. Building Form Standards.

Building Form Standards	AO	DO	LO	RPO ¹	TO
Building Placement Requirements					
Setback					
Front	_____Refer to underlying zoning_____				
Side	_____Refer to underlying zoning_____				
Side Exterior	_____Refer to underlying zoning_____				
Rear	_____Refer to underlying zoning_____				
Building Form Requirements					
Building Height					
Primary Structure	_____Refer to underlying zoning_____				25 ^{1, 2, 3}
Accessory Dwelling Units	-----Refer to underlying zoning-----				25^{1, 2, 3}
All Other Structures	_____Refer to underlying zoning_____				16 ^{1, 2, 3}
Coverage	_____Refer to underlying zoning_____				
Density and Lot Size Requirements					
Gross Density (units/acre)	_____Refer to underlying zoning_____				
Net Density (units/acre)	_____Refer to underlying zoning_____				
Gross FAR	_____Refer to underlying zoning_____				
Site Area (sf)	_____Refer to underlying zoning_____				
Lot Size (sf/unit)	_____Refer to underlying zoning_____				
Lot Requirements					
Lot Width	_____Refer to underlying zoning_____				

Building Form Standards	AO	DO	LO	RPO ¹	TO
Lot Depth	—————Refer to underlying zoning—————				
Other Requirements					
Fences and Screening	See Division 10-50.50				
Landscaping	See Division 10-50.60				
Lighting	See Division 10-50.70				
Parking	See Division 10-50.80				
Signs	See Division 10-50.100				
End Notes					
1. No point on the structure shall exceed height limit measured from existing or natural grade, excluding chimneys, towers, and similar non-habitable architectural projections.					
2. All structures designed with roof pitches greater than 9:12 (rise:run) may exceed the height limit by one foot.					
3. All structures designed with raised wood floors and non-slab foundations may exceed the height limit by two feet.					

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.110: Specific to Building Types, Section 10-50.110.040: Carriage House, as follows:

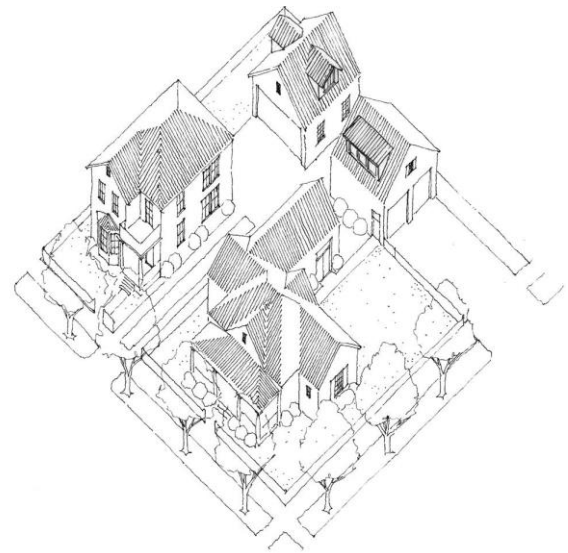
10-50.110.040 Carriage House



One-and-a-half-story carriage house connected to main house by a breezeway.



One-and-a-half-story carriage house to the left of a two-car garage.



General Note: The drawings and photos on this page are illustrative, not regulatory.

A. Description

The carriage house building type is an accessory structure or accessory dwelling unit (ADU) typically located at the rear of a lot (see also Section [10-40.60.030](#), Accessory Dwelling Units). This structure typically provides either a small residential unit, home office space, or other small commercial or service use that may be above a garage or at ground level. This building type is important for providing affordable housing opportunities and incubating small businesses within walkable neighborhoods.

The carriage house building type is the only detached ADU allowed in transect zones.

Carriage houses shall be shorter and have a smaller footprint than the principal building on the lot.

Section 4. Amend Title 10 Flagstaff Zoning Code, Chapter 10-80: Definitions, Division 10-80.20: Definition of Specialized Terms, Phrases, and Building Functions, Section 10-80.20.10: Definitions “A”, as follows:

Accessory Dwelling Unit (ADU), Interior: A delineated living area located within a dwelling unit that has interior pedestrian access to the common area of the dwelling unit, such as a foyer, living room, laundry room, basement, etc., shares a primary entrance and exit, contains permanent facilities for living, sleeping, ~~eating, cooking~~ and sanitation, and may have a separate secondary entrance/exit.

ORDINANCE NO. 2024-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “PZ-24-00134 – ACCESSORY DWELLING UNITS”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Section 10-40.60.030 of the Flagstaff Zoning Code, Accessory Dwelling Units, to comply with State Legislation regulating the permitted number, size, location, parking requirements and design standards for Accessory Dwelling Units; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 11, 2024, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held a public hearing on September 25, 2024, and provided a recommendation to City Council on the proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings in Section 10-20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as “*PZ-24-00134 – Accessory Dwelling Units*”, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2024-39.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as “*PZ-24-00134 – Accessory Dwelling Units*”, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, and which document is declared a public record by Resolution No. 2024-39 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. 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 8. 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 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of October 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-24-00134 ACCESSORY DWELLING UNITS

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 zoning code amendment conforms with HB2720 which mandates certain provisions for accessory dwelling units. The text amendment will not impact the average cost to construct housing for sale as accessory dwelling units may not be sold separately. The intent of this bill is to increase the supply of housing which may have an indirect impact on the average cost of housing for rent. Staff does not have a specific estimate of the amendments impact.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

Staff did not use any data or reference material other than HB 2270.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

None.

Senate Engrossed House Bill
accessory dwelling units; requirements.

State of Arizona
House of Representatives
Fifty-sixth Legislature
Second Regular Session
2024

HOUSE BILL 2720

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 6, ARIZONA REVISED STATUTES, BY
ADDING SECTION 9-461.18; AMENDING SECTION 9-500.39, ARIZONA REVISED
STATUTES; RELATING TO MUNICIPAL PLANNING.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 9, chapter 4, article 6, Arizona Revised Statutes,
3 is amended by adding section 9-461.18, to read:

4 9-461.18. Accessory dwelling units; regulation;
5 applicability; definitions

6 A. A MUNICIPALITY WITH A POPULATION OF MORE THAN SEVENTY-FIVE
7 THOUSAND PERSONS SHALL ADOPT REGULATIONS THAT ALLOW ON ANY LOT OR PARCEL
8 WHERE A SINGLE-FAMILY DWELLING IS ALLOWED ALL OF THE FOLLOWING:

9 1. AT LEAST ONE ATTACHED AND ONE DETACHED ACCESSORY DWELLING UNIT
10 AS A PERMITTED USE.

11 2. A MINIMUM OF ONE ADDITIONAL DETACHED ACCESSORY DWELLING UNIT AS
12 A PERMITTED USE ON A LOT OR PARCEL THAT IS ONE ACRE OR MORE IN SIZE IF AT
13 LEAST ONE ACCESSORY DWELLING UNIT ON THE LOT OR PARCEL IS A
14 RESTRICTED-AFFORDABLE DWELLING UNIT.

15 3. AN ACCESSORY DWELLING UNIT THAT IS SEVENTY-FIVE PERCENT OF THE
16 GROSS FLOOR AREA OF THE SINGLE-FAMILY DWELLING ON THE SAME LOT OR PARCEL
17 OR ONE THOUSAND SQUARE FEET, WHICHEVER IS LESS.

18 B. A MUNICIPALITY MAY NOT DO ANY OF THE FOLLOWING:

19 1. PROHIBIT THE USE OR ADVERTISEMENT OF EITHER THE SINGLE-FAMILY
20 DWELLING OR ANY ACCESSORY DWELLING UNIT LOCATED ON THE SAME LOT OR PARCEL
21 AS SEPARATELY LEASED LONG-TERM RENTAL HOUSING.

22 2. REQUIRE A FAMILIAL, MARITAL, EMPLOYMENT OR OTHER PREEXISTING
23 RELATIONSHIP BETWEEN THE OWNER OR OCCUPANT OF A SINGLE-FAMILY DWELLING AND
24 THE OCCUPANT OF AN ACCESSORY DWELLING UNIT LOCATED ON THE SAME LOT OR
25 PARCEL.

26 3. REQUIRE THAT A LOT OR PARCEL HAVE ADDITIONAL PARKING TO
27 ACCOMMODATE AN ACCESSORY DWELLING UNIT OR REQUIRE PAYMENT OF FEES INSTEAD
28 OF ADDITIONAL PARKING.

29 4. REQUIRE THAT AN ACCESSORY DWELLING UNIT MATCH THE EXTERIOR
30 DESIGN, ROOF PITCH OR FINISHING MATERIALS OF THE SINGLE-FAMILY DWELLING
31 THAT IS LOCATED ON THE SAME LOT AS THE ACCESSORY DWELLING UNIT.

32 5. SET RESTRICTIONS FOR ACCESSORY DWELLING UNITS THAT ARE MORE
33 RESTRICTIVE THAN THOSE FOR SINGLE-FAMILY DWELLINGS WITHIN THE SAME ZONING
34 AREA WITH REGARD TO HEIGHT, SETBACKS, LOT SIZE OR COVERAGE OR BUILDING
35 FRONTAGE.

36 6. SET REAR OR SIDE SETBACKS FOR ACCESSORY DWELLING UNITS THAT ARE
37 MORE THAN FIVE FEET FROM THE PROPERTY LINE.

38 7. REQUIRE IMPROVEMENTS TO PUBLIC STREETS AS A CONDITION OF
39 ALLOWING AN ACCESSORY DWELLING UNIT, EXCEPT AS NECESSARY TO RECONSTRUCT OR
40 REPAIR A PUBLIC STREET THAT IS DISTURBED AS A RESULT OF THE CONSTRUCTION
41 OF THE ACCESSORY DWELLING UNIT.

42 8. REQUIRE A RESTRICTIVE COVENANT CONCERNING AN ACCESSORY DWELLING
43 UNIT ON A LOT OR PARCEL ZONED FOR RESIDENTIAL USE BY A SINGLE-FAMILY
44 DWELLING.

1 C. THIS SECTION DOES NOT PROHIBIT RESTRICTIVE COVENANTS CONCERNING
2 ACCESSORY DWELLING UNITS ENTERED INTO BETWEEN PRIVATE PARTIES. THE
3 MUNICIPALITY MAY NOT CONDITION A PERMIT, LICENSE OR USE OF AN ACCESSORY
4 DWELLING UNIT ON ADOPTING OR IMPLEMENTING A RESTRICTIVE COVENANT BETWEEN
5 PRIVATE PARTIES.

6 D. THIS SECTION DOES NOT SUPERSEDE APPLICABLE BUILDING CODES, FIRE
7 CODES OR PUBLIC HEALTH AND SAFETY REGULATIONS, EXCEPT THAT A MUNICIPALITY
8 MAY NOT REQUIRE AN ACCESSORY DWELLING UNIT TO COMPLY WITH A COMMERCIAL
9 BUILDING CODE OR CONTAIN A FIRE SPRINKLER.

10 E. AN ACCESSORY DWELLING UNIT MAY NOT BE BUILT ON TOP OF A CURRENT
11 OR PLANNED PUBLIC UTILITY EASEMENT UNLESS THE PROPERTY OWNER RECEIVES
12 WRITTEN CONSENT FROM ANY UTILITY THAT IS CURRENTLY USING THE PUBLIC
13 UTILITY EASEMENT OR THAT MAY USE THE PUBLIC UTILITY EASEMENT IN THE
14 FUTURE.

15 F. IF A MUNICIPALITY FAILS TO ADOPT DEVELOPMENT REGULATIONS AS
16 REQUIRED BY THIS SECTION ON OR BEFORE JANUARY 1, 2025, ACCESSORY DWELLING
17 UNITS SHALL BE ALLOWED ON ALL LOTS OR PARCELS ZONED FOR RESIDENTIAL USE IN
18 THE MUNICIPALITY WITHOUT LIMITS.

19 G. THIS SECTION DOES NOT APPLY TO LOTS OR PARCELS THAT ARE LOCATED
20 ON TRIBAL LAND, ON LAND IN THE TERRITORY IN THE VICINITY OF A MILITARY
21 AIRPORT OR ANCILLARY MILITARY FACILITY AS DEFINED IN SECTION 28-8461, ON
22 LAND IN THE TERRITORY IN THE VICINITY OF A FEDERAL AVIATION ADMINISTRATION
23 COMMERCIALY LICENSED AIRPORT OR A GENERAL AVIATION AIRPORT OR ON LAND IN
24 THE TERRITORY IN THE VICINITY OF A PUBLIC AIRPORT AS DEFINED IN SECTION
25 28-8486.

26 H. FOR THE PURPOSES OF THIS SECTION:

27 1. "ACCESSORY DWELLING UNIT" MEANS A SELF-CONTAINED LIVING UNIT
28 THAT IS ON THE SAME LOT OR PARCEL AS A SINGLE-FAMILY DWELLING OF GREATER
29 SQUARE FOOTAGE THAN THE ACCESSORY DWELLING UNIT, THAT INCLUDES ITS OWN
30 SLEEPING AND SANITATION FACILITIES AND THAT MAY INCLUDE ITS OWN KITCHEN
31 FACILITIES.

32 2. "GROSS FLOOR AREA" MEANS THE INTERIOR HABITABLE AREA OF A
33 SINGLE-FAMILY DWELLING OR AN ACCESSORY DWELLING UNIT.

34 3. "LONG-TERM RENTAL" MEANS RENTAL USE IN WHICH THE TENANT HOLDS A
35 LEASE OF NINETY DAYS OR LONGER OR ON A MONTH-BY-MONTH BASIS.

36 4. "MUNICIPALITY" MEANS A CITY OR TOWN THAT EXERCISES ZONING POWERS
37 UNDER THIS TITLE.

38 5. "PERMITTED USE" MEANS THE ABILITY FOR A DEVELOPMENT TO BE
39 APPROVED WITHOUT REQUIRING A PUBLIC HEARING, VARIANCE, CONDITIONAL USE
40 PERMIT, SPECIAL PERMIT OR SPECIAL EXCEPTION, OTHER THAN A DISCRETIONARY
41 ZONING ACTION TO DETERMINATION THAT A SITE PLAN CONFORMS WITH APPLICABLE
42 ZONING REGULATIONS.

1 6. "RESTRICTED-AFFORDABLE DWELLING UNIT" MEANS A DWELLING UNIT
2 THAT, EITHER THROUGH A DEED RESTRICTION OR A DEVELOPMENT AGREEMENT WITH
3 THE MUNICIPALITY, SHALL BE RENTED TO HOUSEHOLDS EARNING UP TO EIGHTY
4 PERCENT OF AREA MEDIAN INCOME.

5 Sec. 2. Section 9-500.39, Arizona Revised Statutes, is amended to
6 read:

7 9-500.39. Limits on regulation of vacation rentals and
8 short-term rentals; state preemption; civil
9 penalties; transaction privilege tax license
10 suspension; definitions

11 A. A city or town may not prohibit vacation rentals or short-term
12 rentals.

13 B. A city or town may not restrict the use of or regulate vacation
14 rentals or short-term rentals based on their classification, use or
15 occupancy except as provided in this section. A city or town may regulate
16 vacation rentals or short-term rentals as follows:

17 1. To protect the public's health and safety, including rules and
18 regulations related to fire and building codes, health and sanitation,
19 transportation or traffic control and solid or hazardous waste and
20 pollution control, if the city or town demonstrates that the rule or
21 regulation is for the primary purpose of protecting the public's health
22 and safety.

23 2. To adopt and enforce use and zoning ordinances, including
24 ordinances related to noise, protection of welfare, property maintenance
25 and other nuisance issues, if the ordinance is applied in the same manner
26 as other property classified under sections 42-12003 and 42-12004.

27 3. To limit or prohibit the use of a vacation rental or short-term
28 rental for the purposes of housing sex offenders, operating or maintaining
29 a sober living home, selling illegal drugs, liquor control or pornography,
30 obscenity, nude or topless dancing and other adult-oriented businesses.

31 4. To require the owner of a vacation rental or short-term rental
32 to provide the city or town ~~an~~ WITH emergency ~~point of~~ contact information
33 for the owner or the owner's designee who is responsible for responding to
34 complaints or emergencies in a timely manner in person if required by
35 public safety personnel, over the phone or by email at any time of day
36 before offering for rent or renting the vacation rental or short-term
37 rental. In addition to any other penalty IMPOSED pursuant to this
38 section, the city or town may impose a civil penalty of up to \$1,000
39 against the owner for every thirty days the owner fails to provide contact
40 information as prescribed by this paragraph. The city or town shall
41 provide thirty days' notice to the owner before imposing the initial civil
42 penalty.

43 5. To require ~~an~~ THE owner of a vacation rental or short-term
44 rental to obtain and maintain a local regulatory permit or license
45 ~~pursuant to title 9, chapter 7, article 4.~~ As a condition of issuance of

1 a permit or license, the application for the permit or license may require
2 an applicant to provide only the following:

3 (a) THE name, address, ~~phone~~ TELEPHONE number and email address for
4 the owner or owner's agent.

5 (b) THE address of the vacation rental or short-term rental.

6 (c) Proof of compliance with section 42-5005.

7 (d) Contact information required pursuant to paragraph 4 of this
8 subsection.

9 (e) Acknowledgment of an agreement to comply with all applicable
10 laws, regulations and ordinances.

11 (f) A fee not to exceed the actual cost of issuing the permit or
12 license or \$250, whichever is less.

13 6. To require, before offering a vacation rental or short-term
14 rental for rent for the first time, the owner or the owner's designee of a
15 vacation rental or short-term rental to notify all single-family
16 residential properties adjacent to, ~~AND~~ AND directly and diagonally across
17 the street from the vacation rental or short-term rental. Notice shall be
18 deemed sufficient in a multifamily residential building if given to
19 residents on the same building floor. A city or town may require
20 additional notification pursuant to this paragraph if the contact
21 information previously provided changes. Notification provided in
22 compliance with this paragraph shall include the permit or license number
23 if required by the city or town, the address, ~~OF THE VACATION RENTAL OR~~
24 SHORT-TERM RENTAL and the information required pursuant to paragraph 4 of
25 this subsection. The owner or the owner's designee shall demonstrate
26 compliance with this paragraph by providing the city or town with an
27 attestation of notification compliance that consists of the following
28 information:

29 (a) The permit or license number of the vacation rental or
30 short-term rental, if required by the city or town.

31 (b) The address of each property notified.

32 (c) A description of the manner in which the owner or owner's
33 designee chose to provide notification to each property subject to
34 notification.

35 (d) The name and contact information of the person attesting to
36 compliance with this paragraph.

37 7. To require the owner or owner's designee of a vacation rental or
38 short-term rental to display the local regulatory permit number or license
39 number, if any, on each advertisement for a vacation rental or short-term
40 rental that the owner or owner's designee maintains. A city or town that
41 does not require a local regulatory permit or license may require the
42 owner or owner's designee of a vacation rental or short-term rental to
43 display the transaction privilege tax license NUMBER required by section
44 42-5042 on each advertisement for a vacation rental or short-term rental
45 that the owner or owner's designee maintains.

1 8. To require the vacation rental or short-term rental to maintain
2 liability insurance appropriate to cover the vacation rental or short-term
3 rental in the aggregate of at least \$500,000 or to advertise and offer
4 each vacation rental or short-term rental through an online lodging
5 marketplace that provides equal or greater coverage.

6 9. TO REQUIRE THE OWNER OF A VACATION RENTAL OR SHORT-TERM RENTAL
7 TO RESIDE ON THE PROPERTY IF THE PROPERTY CONTAINS AN ACCESSORY DWELLING
8 UNIT THAT WAS CONSTRUCTED ON OR AFTER THE EFFECTIVE DATE OF THIS AMENDMENT
9 TO THIS SECTION AND THAT IS BEING USED AS A VACATION RENTAL OR SHORT-TERM
10 RENTAL. UNLESS THE TIME PERIOD SPECIFIED IN SECTION 12-1134, SUBSECTION G
11 HAS EXPIRED, THIS PARAGRAPH DOES NOT APPLY TO A PROPERTY OWNER WHO HAS THE
12 RIGHT TO BUILD AN ACCESSORY DWELLING UNIT ON THE PROPERTY OWNER'S PROPERTY
13 BEFORE THE EFFECTIVE DATE OF THIS AMENDMENT TO THIS SECTION WHETHER OR NOT
14 THE ACCESSORY DWELLING UNIT HAS BEEN BUILT.

15 C. A city or town that requires a local regulatory permit or
16 license pursuant to this section shall issue or deny the permit or license
17 within seven business days of receipt of the information required by
18 subsection B, paragraph 5 of this section and otherwise in accordance with
19 section 9-835, except that a city or town may deny issuance of a permit or
20 license only for any of the following:

- 21 1. Failure to provide the information required by subsection B,
22 paragraph 5, subdivisions (a) through (e) of this section.
- 23 2. Failure to pay the required permit or license fee.
- 24 3. At the time of application the owner has a suspended permit or
25 license for the same vacation rental or short-term rental.
- 26 4. The applicant provides false information.
- 27 5. The owner or owner's designee of a vacation rental or short-term
28 rental is a registered sex offender or has been convicted of any felony
29 ~~act~~ OFFENSE that resulted in death or serious physical injury or any
30 felony use of a deadly weapon within the past five years.

31 D. A city or town that requires a local regulatory permit or
32 license pursuant to this section shall adopt an ordinance to allow the
33 city or town to initiate an administrative process to suspend a local
34 regulatory permit or license for a period of up to twelve months for the
35 following verified violations associated with a property:

- 36 1. Three verified violations within a twelve-month period, not
37 including any verified violation based on an aesthetic, solid waste
38 disposal or vehicle parking violation that is not also a serious threat to
39 public health and safety.
- 40 2. One verified violation that results in or constitutes any of the
41 following:
 - 42 (a) A felony offense committed at or in the vicinity of a vacation
43 rental or short-term rental by the vacation rental or short-term rental
44 owner or owner's designee.

1 (b) A serious physical injury or wrongful death at or related to a
2 vacation rental or short-term rental resulting from the knowing,
3 intentional or reckless conduct of the vacation rental or short-term
4 rental owner or owner's designee.

5 (c) An owner or owner's designee knowingly or intentionally housing
6 a sex offender, allowing offenses related to adult-oriented businesses,
7 sexual offenses or prostitution, or operating or maintaining a sober
8 living home, in violation of a regulation or ordinance adopted pursuant to
9 subsection B, paragraph 3 of this section.

10 (d) An owner or owner's designee knowingly or intentionally
11 allowing the use of a vacation rental or short-term rental for a special
12 event that would otherwise require a permit or license pursuant to a city
13 or town ordinance or a state law or rule or for a retail, restaurant,
14 banquet space or other similar use.

15 3. Notwithstanding paragraphs 1 and 2 of this subsection, any
16 attempted or completed felony ~~act~~ OFFENSE, arising from the occupancy or
17 use of a vacation rental or short-term rental, that results in a death, or
18 actual or attempted serious physical injury, shall be grounds for judicial
19 relief in the form of a suspension of the property's use as a vacation
20 rental or short-term rental for a period of time that shall not exceed
21 twelve months.

22 E. A city or town that requires sex offender background checks on a
23 vacation rental or short-term rental guest shall waive the requirement if
24 an online lodging marketplace performs a sex offender background check of
25 the booking guest.

26 F. Notwithstanding any other law, a city or town may impose a civil
27 penalty of the following amounts against an owner of a vacation rental or
28 short-term rental if the owner receives one or more verified violations
29 related to the same vacation rental or short-term rental property within
30 the same twelve-month period:

31 1. Up to \$500 or up to an amount equal to one night's rent for the
32 vacation rental or short-term rental as advertised, whichever is greater,
33 for the first verified violation.

34 2. Up to \$1,000 or up to an amount equal to two nights' rent for
35 the vacation rental or short-term rental as advertised, whichever is
36 greater, for the second verified violation.

37 3. Up to \$3,500 or up to an amount equal to three nights' rent for
38 the vacation rental or short-term rental as advertised, whichever is
39 greater, for a third and any subsequent verified violation.

40 G. A vacation rental or short-term rental that fails to apply for a
41 local regulatory permit or license in accordance with subsection B,
42 paragraph 5 of this section, within thirty days of the local regulatory
43 permit or license application process being made available by the city or
44 town issuing such permits or licenses, must cease operations. In addition
45 to any ~~times~~ CIVIL PENALTIES imposed pursuant to subsection F of this

1 section, a city or town may impose a civil penalty of up to \$1,000 per
2 month against the owner if the owner or owner's designee fails to apply
3 for a regulatory permit or license within thirty days after receiving
4 written notice of the failure to comply with subsection B, paragraph 5 of
5 this section.

6 H. If multiple verified violations arise out of the same response
7 to an incident at a vacation rental or short-term rental, those verified
8 violations are considered one verified violation for the purpose of
9 assessing civil penalties or suspending the regulatory permit or license
10 of the owner ~~or owner's designee~~ pursuant to this section.

11 I. If the owner of a vacation rental or short-term rental has
12 provided contact information to a city or town pursuant to subsection B,
13 paragraph 4 of this section and if the city or town issues a citation for
14 a violation of the city's or town's applicable laws, regulations or
15 ordinances or a state law that occurred on the owner's vacation rental or
16 short-term rental property, the city or town shall make a reasonable
17 attempt to notify the owner or the owner's designee of the citation within
18 seven business days after the citation is issued using the contact
19 information provided pursuant to subsection B, paragraph 4 of this
20 section. If the owner of a vacation rental or short-term rental has not
21 provided contact information pursuant to subsection B, paragraph 4 of this
22 section, the city or town is not required to provide such notice.

23 J. This section does not exempt an owner of a residential rental
24 property, as defined in section 33-1901, from maintaining with the
25 assessor of the county in which the property is located information
26 required under title 33, chapter 17, article 1.

27 K. A vacation rental or short-term rental may not be used for
28 nonresidential uses, including for a special event that would otherwise
29 require a permit or license pursuant to a city or town ordinance or a
30 state law or rule or for a retail, restaurant, banquet space or other
31 similar use.

32 L. For the purposes of this section:

33 1. "ACCESSORY DWELLING UNIT" HAS THE SAME MEANING PRESCRIBED IN
34 SECTION 9-461.18.

35 ~~1.~~ 2. "Online lodging marketplace" has the same meaning prescribed
36 in section 42-5076.

37 ~~2.~~ 3. "Transient" has the same meaning prescribed in section
38 42-5070.

39 ~~3.~~ 4. "Vacation rental" or "short-term rental":

40 (a) Means any individually or collectively owned single-family or
41 one-to-four-family house or dwelling unit or any unit or group of units in
42 a condominium or cooperative that is also a transient public lodging
43 establishment or owner-occupied residential home offered for transient use
44 if the accommodations are not classified for property taxation under
45 section 42-12001.

1 (b) Does not include a unit that is used for any nonresidential
2 use, including retail, restaurant, banquet space, event center or another
3 similar use.

4 ~~4.~~ 5. "Verified violation" means a finding of guilt or civil
5 responsibility for violating any state law or local ordinance relating to
6 a purpose prescribed in subsection B, D, F or K of this section that has
7 been finally adjudicated.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Christine Cameron, Project Manager III
Date: 10/09/2024
Meeting Date: 10/15/2024

**TITLE:**

Consideration and Adoption of Resolution No. 2024-40: A resolution authorizing an Intergovernmental Agreement (IGA) between the City of Flagstaff and the State of Arizona, acting by and through the Arizona Department of Transportation (ADOT) for the Ponderosa Parkway Rail Crossing Safety Improvements.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-40 by title only
2. City Clerk reads Resolution No. 2024-40 by title only (if approved above)
3. Adopt Resolution No. 2024-40

Executive Summary:

The City of Flagstaff has been working with ADOT Section 130 (Railway-Highway Crossings Program), Federal Rail Administration (FRA), and BNSF Railway (BNSF) to develop safety enhancements at the Ponderosa Parkway BNSF crossing. These improvements will include a pre-signal for northbound vehicular traffic to alert drivers to rail activity, pedestrian gates, fencing, signage, and lights. Design and construction of this project is funded 100% by ADOT Section 130 funds and will be managed and administered by BNSF Railway. The City will have future maintenance responsibility for items that pertain to our right-of-way (fencing, signage, traffic signals, curbs, striping). The City will also be responsible for funding any additional City requested improvements for the project.

Financial Impact:

Design and construction of this project is funded 100% by ADOT Section 130 funds in the amount of \$1,250,000 and will be managed and administered by BNSF Railway. The City will have future maintenance responsibility for items that pertain to our right-of-way (fencing, signage, traffic signals, curbs, striping). The future maintenance responsibilities will be funded by Public Works maintenance funding which is typically provided by State Highway User Revenue Funds.

Policy Impact:

None

Previous Council Decision or Community Discussion:

There has not been any previous Council decision on this project.

Options and Alternatives to Recommended Action:

1. Approve the IGA with ADOT as presented.
2. Reject and direct staff to renegotiate the terms of the IGA.

Background and History:

RESOLUTION NO. 2024-40

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR PONDEROSA PARKWAY BNSF RAIL CROSSING SAFETY IMPROVEMENTS

RECITALS:

WHEREAS, the Arizona Department of Transportation and City of Flagstaff desire to enter into an intergovernmental agreement for rail crossing improvements at Ponderosa Parkway; and

WHEREAS, ADOT Section 130 will provide funding for crossing improvements including fencing, vehicle pre-signal, signage/stripping, and pedestrian gates; and

WHEREAS; BNSF Railway will design and construct all improvements; and

WHEREAS, the City of Flagstaff will provide future maintenance of City-owned improvements.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Arizona Department of Transportation and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of October 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

ADOT CAR No.: IGA 24-0009643-I
AG Contract No.: P0012024000947
Project Location/Name: Ponderosa
Parkway @ BNSF – City of Flagstaff
Type of Work: Rail-Highway Safety
Improvements
Federal-aid No.: FLA-0(223)T
ADOT Project No.: T0562 01D/01X
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the Local Agency are collectively referred to as “Parties”.

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. Congress has authorized appropriations for installing automatic warning signals, automatic gate arms, concrete crossings, pavement markings, and other railroad crossing related appurtenance.
4. The improvements proposed in this Agreement include Rail-Highway Safety Improvements at Ponderosa Parkway, in the immediate area of the Burlington Northern Santa Fe (BNSF) Railway crossing, DOT number 025-131A, located in the City, (the “Project”). The total Project cost, shown in Exhibit A, is estimated at \$1,250,000 and is eligible for federal aid. The Recapitulation Cost Sheet is shown on Exhibit B, and the Location Map is shown on Exhibit C. In a separate agreement between the State and BNSF, the State will have BNSF install pre-signal, pedestrian gates, barrier fencing, signs, and lights. The City’s maintenance responsibilities are detailed in Section II.3.d. ADOT’s pre-signal maintenance responsibilities are detailed in Section II.2.f.

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by the Federal Highway Administration (FHWA) and funds for the Project are available.
6. The foregoing Recitals and Exhibits shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be designed and constructed by the railroad in accordance with the requirements of the railroad plans and specifications.
 - b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the State will procure up to the amount approved and programmed for this Project. If the Local Agency desires to add work beyond what is described in this Agreement; it will be added by amendment to this Agreement and all costs will be the responsibility of the Local Agency.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved.
 - c. After receipt of FHWA authorization, notify BNSF to proceed with the work covered by the railroad agreement.
 - d. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements as set forth below.
 - e. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
 - f. Maintain and control the pre-signal on Ponderosa Parkway for the duration that the pre-signal is connected to the State's traffic signal at Business Loop Interstate 40 (I-40B).

3. The Local Agency will:
 - a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Grant to the State (BNSF, and its agents and/or contractors), by way of right of way permit, without cost, the temporary right to enter Local Agency rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency rights of way. This right of way permit will expire with completion of the Project.
 - c. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
 - d. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components. Such maintenance includes, but is not limited to barrier fencing, traffic signals, signs that are not attached to the railroad equipment, islands, curbs, and striping (markings necessary for the purpose of regulating, warning and guiding traffic), as applicable to the Project.
 - e. Be responsible to mark and sign railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, within 45 days after the railroad has completed its work.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the “State”) from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the “Claims”), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency’s obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State’s ownership or possession of land. The Local Agency’s obligations under this paragraph shall survive the termination of this Agreement.
6. Programmed Federal Funds. The cost of work under this Agreement is to be covered by the federal funds programmed for this Project. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the State will procure up to the amount approved and programmed for this Project. If the City desires to add work beyond what is described in this IGA; it will be added by amendment to the IGA and all costs will be the responsibility of the City.
7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the “Act”). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
12. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Section
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

City of Flagstaff
 Attn: Christine Cameron
 211 West Aspen Avenue
 Flagstaff, AZ 86001
 Phone: 928.213.2682
ccameron@flagstaffaz.gov

For Project Administration:

Arizona Department of Transportation
 Utility & Railroad Engineering
 Attn: Jane Gauger
 205 S. 17th Avenue, Mail Drop 618E
 Phoenix, AZ 85007
 602.712.4052
jgauger@azdot.gov

City of Flagstaff
 Attn: Christine Cameron
 211 West Aspen Avenue
 Flagstaff, AZ 86001
 Phone: 928.213.2682
ccameron@flagstaffaz.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
 22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
 23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

CITY OF FLAGSTAFF

By _____ Date _____
BECKY DAGGETT
Mayor

ATTEST:

By _____ Date _____
STACY SALTZBURG
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

This Agreement between public agencies, the State of Arizona and the City of Flagstaff has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____

Assistant Attorney General

EXHIBIT A
Cost Estimate

T0562 01D/01X

The federal funds will be used for the ADOT oversight, coordination and clearances and BNSF preliminary engineering costs and construction of the Project, including construction contingency. The estimated Project costs are as follows:

Preliminary Engineering:

ADOT work; Federal-aid funds @100%	\$ 40,000
BNSF work; Federal-aid funds @ 100%	<u>\$ 110,000</u>
Total Preliminary Engineering	\$ 150,000

Construction:

Pre-signal, pedestrian gates, fencing, signs & lights – Work by BNSF Federal-aid funds @ 100%	<u>\$ 1,100,000</u>
--	---------------------

Estimated TOTAL Project Cost **\$ 1,250,000**

EXHIBIT B RECAPITULATION COST SHEET

Project Number:	T0562	Created on:	3/13/2024
Location:	Ponderosa Parkway @ BNSF, Flagstaff	Prepared by:	K. Marquez
Federal ID:	FLA-0(223)T		
DOT Number:	025-131A		
IGA Agreement Number:			

DESCRIPTION	PROJECT PHASE	FHWA CODE	ESTIMATED COST *	FEDERAL ELIGIBLE SECTION 130 FUNDS	TOTAL CITY OF FLAGSTAFF FUNDS
				100%	0%
PRELIMINARY ENGINEERING - DESIGN	01D				
ADOT - Oversight, Coordination, Clearances		15	\$ 40,000	\$ 40,000	\$0
BNSF - Preliminary Engineering		15	\$ 110,000	\$ 110,000	
SUBTOTAL PRELIMINARY ENGINEERING COST			\$ 150,000	\$ 150,000	\$0
CONSTRUCTION	01X				
BNSF - Construction- Pre-signal, pedestrian gates, lights, signs		22	\$ 1,100,000	\$ 1,100,000	\$0
				\$ -	
SUBTOTAL CONSTRUCTION COST			\$ 1,100,000	\$ 1,100,000	\$0
TOTAL PROJECT COST			\$ 1,250,000	\$ 1,250,000	\$0

* If Local Agency project: do not include ICAP
 ** If ADOT project: do include ICAP



EXHIBIT C

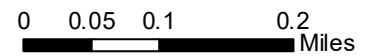
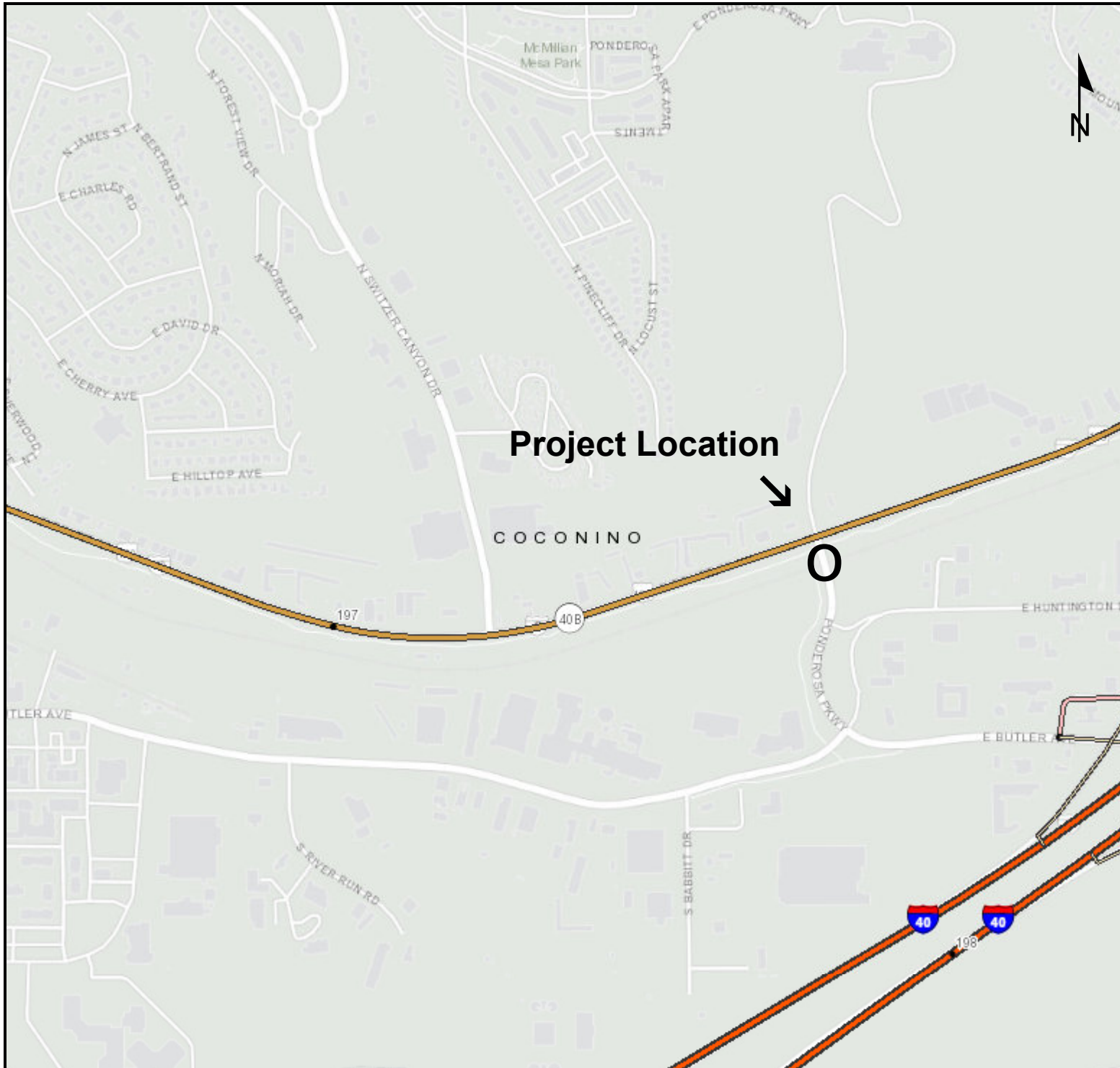
LOCATION MAP

Project # T0562

Ponderosa Pkwy @ BNSF

City of Flagstaff

DOT #025-131A



1:9,028

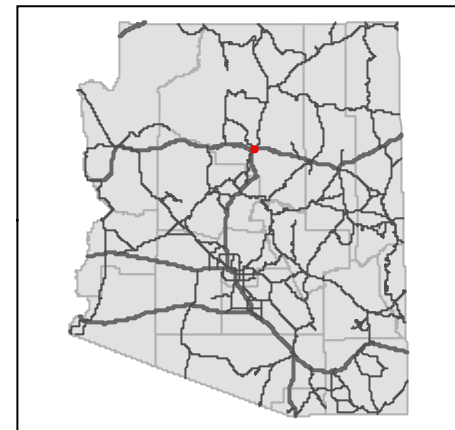




EXHIBIT C

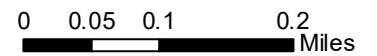
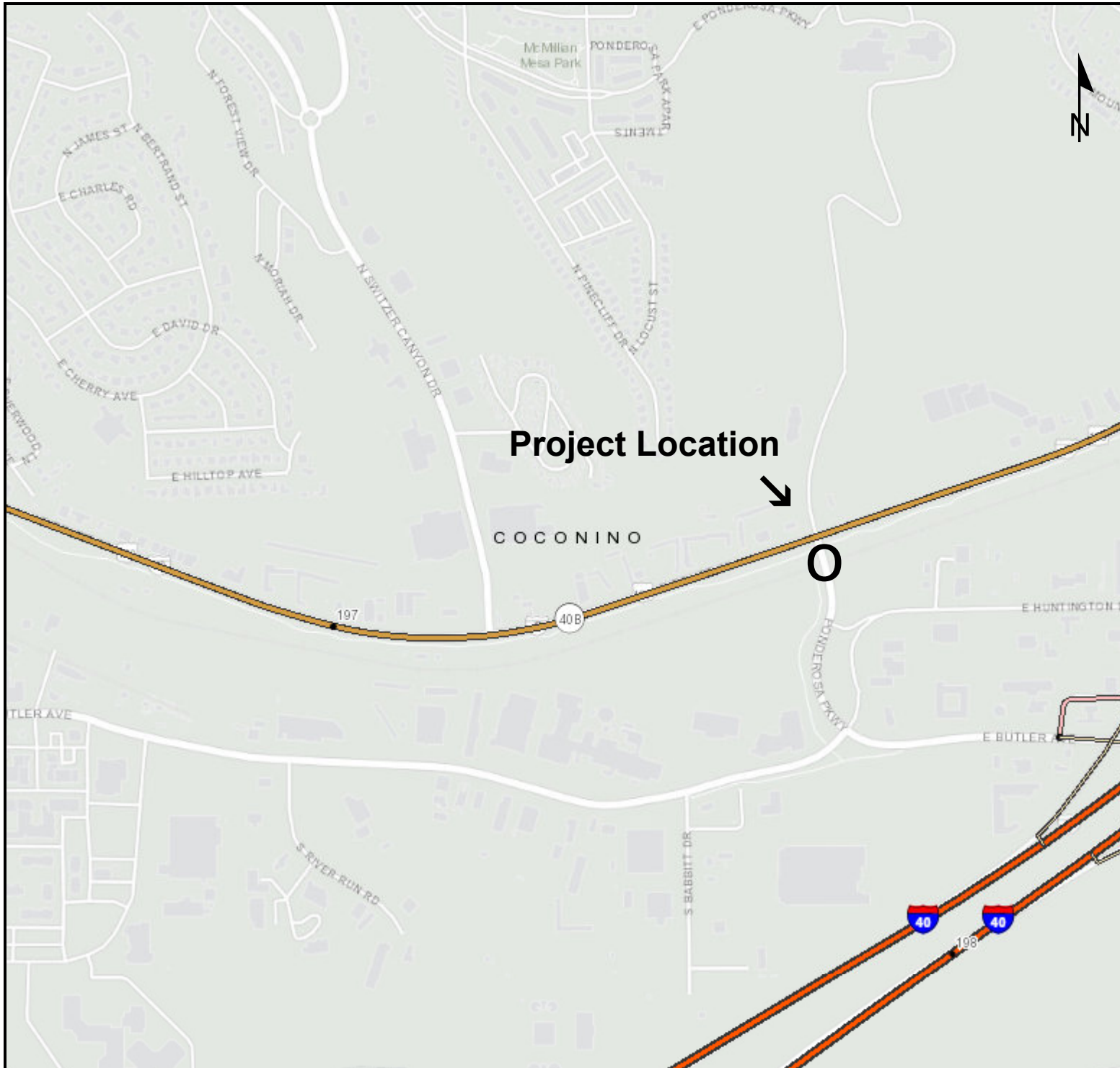
LOCATION MAP

Project # T0562

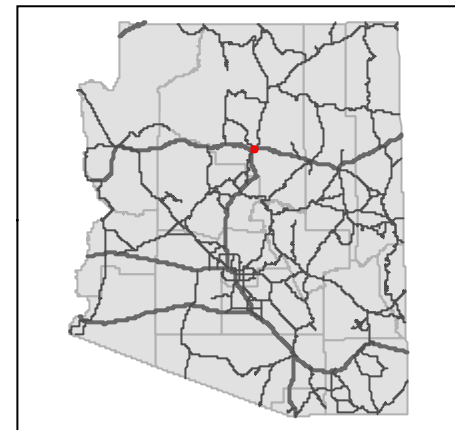
Ponderosa Pkwy @ BNSF

City of Flagstaff

DOT #025-131A



1:9,028



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Christine Cameron, Project Manager III
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-41: A resolution authorizing an Intergovernmental Agreement (IGA) between the City of Flagstaff and the State of Arizona, acting by and through the Arizona Department of Transportation (ADOT) for the Fanning Drive Rail Crossing Safety Improvements.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-41 by title only
2. City Clerk reads Resolution No. 2024-41 by title only (if approved above)
3. Adopt Resolution No. 2024-41

Executive Summary:

The City of Flagstaff has been working with ADOT Section 130 (Railway-Highway Crossings Program), Federal Rail Administration (FRA), and BNSF Railway (BNSF) to develop safety enhancements at the Fanning Drive Parkway BNSF crossing. These improvements will include pedestrian gates, fencing, signage, and lights. Design and construction of this project is funded 100% by ADOT Section 130 funds and will be managed and administered by BNSF Railway. The City will have future maintenance responsibility for items that pertain to our right-of-way (fencing, signage, traffic signals, curbs, striping). The City will also be responsible for funding any additional City requested improvements for the project.

Financial Impact:

Design and construction of this project is funded 100% by ADOT Section 130 funds in the amount of \$1,200,000 and will be managed and administered by BNSF Railway. The City will have future maintenance responsibility for items that pertain to our right-of-way (fencing, signage, traffic signals, curbs, striping). The future maintenance responsibilities will be funded by Public Works maintenance funding which is typically provided by State Highway User Revenue Funds.

Policy Impact:

None

Previous Council Decision or Community Discussion:

There has not been any previous Council decision on this project.

Options and Alternatives to Recommended Action:

1. Approve the IGA with ADOT as presented.
2. Reject and direct staff to renegotiate the terms of the IGA.

Background and History:

ADOT Section 130 manages rail-highway crossings throughout the state. Capital staff has been involved with Section 130, FRA, BNSF, and the Arizona Corporation Commission in evaluating rail safety improvements of

our at-grade rail crossings. The diagnostic team, which included City Capital and Transportation Engineering staff developed several mitigation items to enhance pedestrian and vehicular safety. Through negotiations, ADOT agreed to fund the improvements and BNSF agreed to design and construct the improvements as part of their rail corridor reconstruction.

Connection to PBB Priorities and Objectives:

Safe and Healthy Community -

Ensure the built environment is safe through the use of consistent standards as well as best practices for building and land use.

Livable Community -

Achieve a well-maintained community through comprehensive and equitable code compliance and development.

Connection to Regional Plan:

Goal T.I. Improve mobility and access throughout the region.

- Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: [Res. 2024-41](#)
 [Fanning Crossing IGA](#)
 [Fanning Crossing Map](#)

RESOLUTION NO. 2024-41

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR FANNING DRIVE BNSF RAIL CROSSING SAFETY IMPROVEMENTS

RECITALS:

WHEREAS, the Arizona Department of Transportation and City of Flagstaff desire to enter into an intergovernmental agreement for rail crossing improvements at Fanning Drive; and

WHEREAS, ADOT Section 130 will provide funding for crossing improvements including fencing, signage/striping, and pedestrian gates; and

WHEREAS; BNSF Railway will design and construct all improvements; and

WHEREAS, the City of Flagstaff will provide future maintenance of City-owned improvements.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Arizona Department of Transportation and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of October 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

ADOT CAR No.: IGA 24-0009570-I
AG Contract No.: P0012024000332
Project Location/Name: Fanning Dr @
BNSF – City of Flagstaff
Type of Work: Rail-Highway Safety
Improvements
Federal-aid No.: FLA-0(222)T
ADOT Project No.: T0528 01D/01X
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the Local Agency are collectively referred to as “Parties”.

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. Congress has authorized appropriations for installing automatic warning signals, automatic gate arms, concrete crossings, pavement markings, and other railroad crossing related appurtenance.
4. The improvements proposed in this Agreement include Rail-Highway Safety Improvements at Fanning Drive, in the immediate area of the Burlington Northern Santa Fe (BNSF) Railway crossing, DOT number 025-129Y, located within the City, (the “Project”). The total Project cost, shown in Exhibit A, is estimated at \$1,200,000 and is eligible for federal aid. The Recapitulation Cost Sheet is shown on Exhibit B, and the Location Map is shown on Exhibit C. In a separate agreement between the State and BNSF, the State will have BNSF install pedestrian gates, fencing, signs, and lights. The City’s maintenance responsibilities are detailed in Section II.3.d.

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by the Federal Highway Administration (FHWA) and funds for the Project are available.
6. The foregoing Recitals and Exhibits shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be designed and constructed by the railroad in accordance with the requirements of the railroad plans and specifications.
 - b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the State will procure up to the amount approved and programmed for this Project. If the Local Agency desires to add work beyond what is described in this Agreement; it will be added by amendment to this Agreement and all costs will be the responsibility of the Local Agency.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved.
 - c. After receipt of FHWA authorization, notify BNSF to proceed with the work covered by the railroad agreement.
 - d. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements as set forth below.
 - e. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:
 - a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Grant to the State (BNSF, and its agents and/or contractors), by way of right of way permit, without cost, the temporary right to enter Local Agency rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency rights of way. This right of way permit will expire with completion of the Project.
 - c. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
 - d. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components. Such maintenance includes, but is not limited to barrier fencing, traffic signals, signs that are not attached to the railroad equipment, islands, curbs, and striping (markings necessary for the purpose of regulating, warning and guiding traffic), as applicable to the Project.
 - e. Be responsible to mark and sign railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, within 45 days after the railroad has completed its work.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
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3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the “State”) from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the “Claims”), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency’s obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State’s ownership or possession of land. The Local Agency’s obligations under this paragraph shall survive the termination of this Agreement.
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8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the “Act”). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
12. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Flagstaff
Attn: Christine Cameron
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: 928.213.2682
ccameron@flagstaffaz.gov

For Project Administration:

Arizona Department of Transportation
Utility & Railroad Engineering
Attn: Jane Gauger
205 S. 17th Avenue, Mail Drop 618E
Phoenix, AZ 85007
602.712.4052
jgauger@azdot.gov

City of Flagstaff
Attn: Christine Cameron
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: 928.213.2682
ccameron@flagstaffaz.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
 22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
 23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

CITY OF FLAGSTAFF

By _____ Date _____
BECKY DAGGETT
Mayor

ATTEST:

By _____ Date _____
STACY SALTZBURG
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

This Agreement between public agencies, the State of Arizona and the City of Flagstaff has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____

Assistant Attorney General

EXHIBIT A
Cost Estimate

T0528 01D/01X

The federal funds will be used for the ADOT oversight, coordination and clearances and BNSF preliminary engineering costs and construction of the Project, including construction contingency. The estimated Project costs are as follows:

Preliminary Engineering:

ADOT work; Federal-aid funds @100%	\$ 40,000
BNSF work; Federal-aid funds @ 100%	\$ <u>110,000</u>
Total Preliminary Engineering	\$ 150,000

Construction:

Pedestrian gates, fencing, signs & lights – Work by BNSF Federal-aid funds @ 100%	\$ <u>1,050,000</u>
--	---------------------

Estimated TOTAL Project Cost **\$ 1,200,000**

EXHIBIT B RECAPITULATION COST SHEET

Project Number:	T0528	Created on:	1/5/2024
Location:	Fanning Dr @ BNSF, Flagstaff	Prepared by:	K. Marquez
Federal ID:	FLA-0(222)T		
DOT Number:	025-129Y		
IGA Agreement Number:	IGA-24-0009570-I		

DESCRIPTION	PROJECT PHASE	FHWA CODE	ESTIMATED COST *	FEDERAL ELIGIBLE SECTION 130 FUNDS	TOTAL CITY OF FLAGSTAFF FUNDS
				100%	0%
PRELIMINARY ENGINEERING - DESIGN	01D				
ADOT - Oversight, Coordination, Clearances		15	\$ 40,000	\$ 40,000	\$0
BNSF - Preliminary Engineering		15	\$ 110,000	\$ 110,000	
SUBTOTAL PRELIMINARY ENGINEERING COST			\$ 150,000	\$ 150,000	\$0
CONSTRUCTION	01X				
BNSF - Construction- Pedestrian gates, fencing, signs, lights		22	\$ 1,050,000	\$ 1,050,000	\$0
				\$ -	
SUBTOTAL CONSTRUCTION COST			\$ 1,050,000	\$ 1,050,000	\$0
TOTAL PROJECT COST			\$ 1,200,000	\$ 1,200,000	\$0

* If Local Agency project: do not include ICAP

** If ADOT project: do include ICAP

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Genevieve Pearthree, Resilience Analyst
Co-Submitter: Steven Thompson
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-43 and Ordinance No. 2024-26: A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk entitled "*Animal Keeping Code Amendments*" and an ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 6, Police Regulations, Chapter 6-03, Animal Keeping.

STAFF RECOMMENDED ACTION:

At the October 15, 2024 Meeting:

1. Read Resolution No. 2024-43 by title only
2. City Clerk Reads Resolution No. 2024-43 by title only (if approved above)
3. Read Ordinance No. 2024-26 by title only for the first time
4. City Clerk reads Ordinance No. 2024-26 by title only (if approved above)

At the November 5, 2024 Meeting:

5. Adopt Resolution No. 2024-43 by title only
6. Read Ordinance No. 2024-26 by title only for the final time
7. City Clerk reads Ordinance No. 2024-26 by title only (if approved above)
8. Adopt Ordinance No. 2024-26

Executive Summary:

This item proposes a text amendment to City Code Title 6: Police Regulations, Chapter 6-03: Animal Keeping to comply with state legislation and to make the code easier to understand and implement. Updates to comply with House Bill 2325 include modifications to the definitions section, the allowed number of chickens (fowl), and the maximum height of a shelter for fowl. Updates to make the code easier to implement include modifications to the definitions section, moving requirements into tables where appropriate, adding clarifying text, moving and condensing text, moving permitting requirements to their own section, and adding clarifying language for permit applicability, application content and review process. No substantive changes to the standards are proposed beyond modifications to comply with state legislation.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Police Regulations Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Police Regulations Text Amendment.

Previous Council Decision or Community Discussion:

In 2016, City Council approved amendments to Animal Keeping Code that made it feasible to practice animal keeping on small lot sizes within City limits. In 2019, City Council approved an amendment to the Animal Keeping Code to reduce nuisances for neighbors and make

enforcement easier, while still allowing for backyard livestock to be raised in City limits.

Options and Alternatives to Recommended Action:

1. Approve the amendment to the Animal Keeping Code as proposed.
2. Approve the amendment to the Animal Keeping Code with only modifications to comply with state legislation.

Background and History:

The proposed amendment (Attachment 1) includes modifications to City Code Title 6: Police Regulations, Chapter 6-03: Animal Keeping. Modifications to comply with state legislation (House Bill 2325) include the following:

6-03-001-0002: Definitions

- Create a new definition of 'fowl' (chickens).
- Add fowl to the definition of 'poultry.'
- Add 'enclosure' to the definition of 'shelter.'
- Replace the word 'chickens' with 'poultry.'

6-03-001-0003: Keeping of Livestock.

- Increase the maximum number of fowl allowed on parcels less than 19,999 square feet from 5 to 6 fowl.
- Limit the height of a shelter for fowl on lots less than 1 acre to 8 feet maximum, but they shall be no taller than the fence line of the property.

Modifications to make the code easier to understand and implement include the following:

6-03-001-0002: Definitions

- Delete standards for beekeeping flyway barriers to avoid repetition in Section 6-03-001-0003: Keeping of Livestock.D: Rules and Restrictions -- Beekeeping.
- Change Sustainability 'Manager' to 'Director.'
- Move the statement about the location of shelters, including any associated fencing or screen walls, needing to comply with Zoning Code Division 10-50.50 (Fences and Screening) and Section 10-40.60.020 (Accessory Structures) to Section 6-03-001-0003: Keeping of Livestock.

6-03-001-0003: Keeping of Livestock

- A. General Rules and Restrictions
 - Move Table 6-03-001-0003.A: Number of Livestock Animals Permitted by Zoning Designation to the beginning of this sub-section.
 - Clarify that the primary use of the property must be residential or educational where animal keeping is not a primary use in the zoning district (this change brings the Animal Keeping Code in alignment with the Zoning Code, which already allows Animal Keeping as a primary use in the Estate Residential [ER] and Rural Residential [RR] zones).
 - Move requirements that only apply to small livestock to the small livestock sub-section.
 - Move the statement about the location of shelters, including any associated fencing or screen walls, needing to comply with Zoning Code Division 10-50.50 (Fences and Screening) and Section 10-40.60.020 (Accessory Structures) to this section from Section 6-03-001-0002: Definitions.
- B: Permitting Requirements
 - Move requirements to Section 6-03-001-0004: Permitting Requirements and delete this sub-section.
- B: Rules and Restrictions -- Large Livestock
 - Create a new table for standards for large livestock enclosures, pasture areas, and pigsties.
- C: Rules and Restrictions -- Small Livestock

- Create a new table for standards for small livestock enclosures and containment areas.
- Move standards that only apply to small livestock from section 6-03-001-0003.A: Keeping of Livestock -- General Rules and Restrictions to this sub-section.
- D: Rules and Restrictions -- Beekeeping
 - Create a new sub-section for beekeeping rules and restrictions, and move current standards from Section 6-03-001-0004 this this sub-section.

6-03-001-0004: Permit Requirements

- General changes
 - Change the name of this section from 'Beekeeping' to 'Permit Requirements.'
 - Move permit requirements from 6-03-001-0003.B: Keeping of Livestock -- Permitting Requirements to this section.
- A: Applicability
 - Add this sub-section to clarify when a Backyard Livestock Keeping Permit is required.
- B: Application Content
 - Add this sub-section to clarify that the Sustainability Director shall specify the form and content of the Backyard Livestock Keeping Permit application and may require supporting materials as part of the application.
- C. Review and Final Decision
 - Add this sub-section to clarify that the Sustainability Director shall review the Backyard Livestock Keeping Permit application for compliance with Chapter 6-03: Animal Keeping and determine whether the Permit can be issued or if additional information is required, and provide any reason(s) for Permit denial in writing.
- D. Revocation and Appeal
 - No modifications are proposed to this language other than replacing Sustainability 'Manager' with 'Director,' 'permit' with 'Backyard Livestock Keeping Permit,' and 'Section' with 'Division.'
- E. Other Permitting Requirements
 - Add this sub-section to clarify that livestock shelters and any associated fencing or screen walls subject to Zoning Code Section 10-20.40.080 (Minor Improvement Permits) shall obtain an approved Minor Improvement Permit prior to installation or construction.

Connection to PBB Priorities and Objectives:

- Achieve a well-maintained community through comprehensive & equitable code compliance, & development is compatible with community values.
- Promote, protect, and enhance a healthy, sustainable environment and its natural resources.
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, and social systems

Connection to Regional Plan:

- Goal E&C.2. Reduce greenhouse gas emissions.
- Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.
- Policy LU.3.5.Allow and encourage urban agriculture.

Connection to Carbon Neutrality Plan:

- CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
- SC-4: Reduce organic waste going to the landfill and reduce food insecurity.

Connection to 10-Year Housing Plan:
None.

Attachments: 2024 Animal Keeping Code Amendments
 Res. 2024-43
 Ord. 2024-26
 HB 2325
 Presentation

2024 Animal Keeping Code Amendments

Provisions that are being deleted are shown in bold ~~striketrough~~.
Provisions that are being added are shown in bold red text.

CHAPTER 6-03 ANIMAL KEEPING

SECTIONS:

- 6-03-001-0001 PURPOSE
- 6-03-001-0002 DEFINITIONS
- 6-03-001-0003 KEEPING OF LIVESTOCK
- 6-03-001-0004 ~~BEEKEEPING~~ **PERMIT REQUIREMENTS**
- 6-03-001-0005 VIOLATION

6-03-001-0001 PURPOSE

The purpose of this chapter is to ensure that the keeping, raising, and maintenance of livestock animals and bees within the City does not create an adverse impact on adjacent properties by reason of dust, fumes, noise, odor, insect or vermin infestations, or visual blight, and to maintain the animal welfare and public health, safety, and well-being. This chapter does not pertain to common domestic household pets such as dogs, cats, and others.

6-03-001-0002 DEFINITIONS

For the purposes of this chapter, the following terms, phrases and words and their derivations will have the meaning given as set forth below when not inconsistent with the context:

BEE COLONY: The hive and its equipment and appurtenances including honey bees, comb, honey, pollen and brood.

BEEHIVE: A structure for housing honey bees.

DIRECTOR: **The City of Flagstaff Sustainability Director, or designee.**

EQUINE: Horse or other member of the horse family including mules and donkeys.

FLYWAY BARRIER: A solid wall, fence, dense vegetation, or combination of these materials **around the hive so that all bees are forced to fly at an elevation of at least six (6) feet above ground level in the vicinity of the beehive.** ~~at least six (6) feet high that extends at least ten (10) feet beyond the hives on each end of a bee colony.~~

FOWL: A cock or hen of the domestic chicken.

LARGE LIVESTOCK: Equine, cattle, swine, donkeys, mules, llamas, ostriches, goats, sheep, alpaca, and other similarly sized animals.

LIVESTOCK: Domesticated animals commonly raised to produce commodities such as food, fiber, and labor.

LIVESTOCK CONTAINMENT AREA: The portion of a property where livestock are held or kept, including runs, pens, stalls, yards, and cages. ~~The location of shelters, including any associated fencing or screen walls, shall comply with the accessory structures and fencing and screening requirements of Division 10-50.50 (Fences and Screening) and Section 10-40.60.020 (Accessory Structures).~~

MANAGER: The Sustainability Manager, or designee.

NUISANCE: Anything offensive or obnoxious to the health and welfare of the inhabitants of the City; or any act or thing repugnant to, or creating a hazard to, or having a detrimental effect on the property of another person or to the community.

PASTURE: Open, uncultivated land used for the grazing of livestock.

POULTRY: A domesticated bird that is used to produce meat or eggs, including but not limited to, ~~chickens~~ **fowl**, ducks, pigeons, and quail.

SHELTER: A structure, **enclosure**, or environment, adequate to the species of animal, which provides protection from adverse weather conditions and predators (e.g., chicken coop, rabbit hutch, barn, etc.). Shelters must be covered, properly ventilated, and designed to be easily accessed, cleaned, and maintained.

SMALL LIVESTOCK: Rabbits, ~~chickens~~ **poultry**, miniature, dwarf or pygmy goats that are neutered, and other similarly sized animals.

6-03-001-0003 KEEPING OF LIVESTOCK

The following standards apply to the keeping of livestock animals within City limits:

A. General Rules and Restrictions.

- The number of **livestock** animals permitted in each zone is established in Table 6-03-001-0003.A: ~~{~~Number of **Livestock** Animals Permitted by Zoning Designation~~}~~ below.

Table 6-03-001-0003.A: Number of Livestock Animals Permitted by Zoning Designation								
Type of Animal	Zones in Which Specific Animals Are Permitted	Maximum Number of Animals Permitted Per Lot Size						
		≤19,999 sq ft	20,000 – 29,999 sq ft	30,000 – 39,999 sq ft	40,000 – 79,999 sq ft	80,000 – 119,999 sq ft	120,000 – 159,999 sq ft	≥160,000 sq ft
Large Livestock								
Equine, cattle, swine, donkeys, mules, llamas, ostriches, goats, sheep, alpaca, and other similarly sized animals	ER and RR	0	0	0	4	5	6	7
Small Livestock								
Goats (Miniature, Pygmy, Dwarf)	All zones¹	2	2	2	4	4	4	4
Rabbits and Poultry (excluding Fowl)	All zones¹	5	10	15	20	25	25	25
Fowl	All zones¹	6	10	15	20	25	25	25
Bees								
Bee Colonies	All zones¹	2	4	6	8	8	8	8

¹The primary use of the property must be residential or educational where animal keeping is not a primary use in the zoning district.

2. The ~~principal~~**primary** use of the property on which livestock animals are kept must be residential or educational **where Animal Keeping is not a primary use in the zoning district.**
3. At all times, livestock must be contained in **the** rear yard of **the** residence unless such residence is on a parcel zoned Estate Residential (**ER**) or Rural Residential (**RR**). Livestock containment areas or shelters must be provided to sufficiently contain the livestock on the property and keep them from roaming at large.
4. Offspring of animals maintained on the same property that are less than four (4) months old or that have not been weaned, whichever is longer, will not be subject to the maximum number of animals permitted per lot size established by this chapter.
5. All animals, livestock containment areas and shelters must be maintained in such a manner so as to not become a public health nuisance. Livestock containment areas and shelters must be clean and sanitary, and generally free of fecal and other matter that may attract flies, rodents, or cause an offensive odor that can be detected from beyond the property line. Fecal and other matter must be double-bagged and disposed of in City garbage receptacles. Nothing in this subsection shall be deemed to prohibit the use of animal manure or droppings to fertilize any farm, garden, lawn or ranch in such a manner and for such purposes as are compatible with customary methods of good horticulture.
6. Feeding of livestock shall be done exclusively from containers (e.g., troughs) or on an impervious platform. The area where livestock is fed must be located at least twenty (20) feet from any neighboring dwelling. Food for feeding livestock shall be stored in rodent and predator resistant containers.
7. Watering troughs or tanks shall be provided for livestock, which shall be equipped with adequate facilities for draining the overflow, so as to prevent the ponding of water, the breeding of flies, mosquitoes or other insects, or any additional health hazards. Watering troughs must be located at least twenty (20) feet from a neighboring dwelling.

8. Shelters must be maintained to reduce the risk of fire in accordance with the City of Flagstaff Fire Code.

9. No incineration of animal refuse shall be permitted on the premises.

10. Only ~~chickens, domestic fowl,~~ **poultry** or rabbits can be slaughtered on site. Slaughter shall not occur in view from any public area or any adjacent property owned by another. Slaughter shall be done in a humane and sanitary manner. Slaughter must be for personal consumption and in compliance with all county, State, and federal laws.

11. All animal-keeping facilities must be designed in a manner such that water runoff does not become a health hazard or nuisance to uses on other properties, and is contained and disposed of and does not contribute to the pollution of local groundwater or the flooding of adjacent properties.

12. No person shall keep or harbor any animal which by frequent or habitual howling, yelping, barking, crowing or the making of any other noise, day or night, unreasonably disturbs the peace and quiet of any person or persons.

~~13. Small livestock must be kept in a shelter from sunset to sunrise.~~

143. All waste from animals must be contained on site. Any pollutants or non-stormwater related discharges shall be subject to Chapter [12-03](#) (Illicit Discharge Detection and Elimination).

14. The location and design of shelters and any associated fencing or screen walls shall comply with the requirements of Division 10-50.50 (Fences and Screening), Section 10-40.60.020 (Accessory Structures), and Section 10-20.40.080 (Minor Improvement Permits).

~~B. Permitting Requirements.~~

~~1. No person shall keep, harbor, or maintain care, custody, or control over any livestock without obtaining a permit. Any person desiring a permit shall submit an application to the Sustainability Section.~~

~~2. Permit applications shall include:~~

~~a. A signed statement that the applicant will comply with the provisions of this chapter.~~

~~b. Proof of satisfactory knowledge of animal keeping best practices by completing a short questionnaire designed by the Sustainability Section.~~

~~c. The submittal of a site plan demonstrating the design, size, and location of shelters and livestock containment areas, as well as feed and watering trough locations.~~

~~3. Animal keeping in Estate Residential and Rural Residential zones is exempt from the permit requirements of this chapter.~~

~~4. The Manager may suspend, revoke or take other authorized adverse action against any permit granted pursuant to this section if any condition or requirement of this chapter is violated, if the keeping of animals becomes a public nuisance, or for other good cause.~~

~~5. An applicant or permit holder may appeal the denial or revocation of a permit by submitting a written appeal to the City of Flagstaff Sustainability Section within ten (10) days after issuance of the denial or notice of revocation. Within five (5) days after receipt of the written appeal, or such longer period of time agreed to by the applicant, the appeal will be reviewed, and a response will be provided by the City Manager or designee, who shall be a Deputy City Manager.~~

CB. Rules and Restrictions – Large Livestock.

~~1. Shelters for large livestock must be located:~~

~~a. No less than seventy-five (75) feet from any dwelling unit.~~

~~b. No less than ten (10) feet from any property line.~~

~~2. At least ten thousand (10,000) square feet of pasture must be made available for each large livestock animal.~~

~~3. No pigsty shall be built or maintained on marshy ground or land subject to overflow, or within one hundred fifty (150) feet of any watercourse or other source of water supply, or within three hundred (300) feet of a dwelling unit on an adjoining property.~~

1. In addition to the General Rules and Restrictions in Section 6-03-001-0003.A: Keeping of Livestock, above, the keeping of large livestock animals shall comply with the following standards:

Table 6-03-001-0003.B: Large Livestock Standards

Large Livestock Shelters and Pasture Areas	
Distance to any dwelling unit	75 feet (min.)
Distance to any property line	10 feet (min.)
Large Livestock Pasture Areas	
Pasture area that must be made available for each large livestock animal	10,000 square feet (min.)
Pigsties	
Distance to any watercourse or other source of water supply	150 feet (min.)
Distance to a dwelling unit on an adjoining property	300 feet (min.)
Additional restrictions on pigsties	No pigsty shall be built or maintained on marshy ground or land subject to overflow

DC. Rules and Restrictions – Small Livestock.

In addition to the General Rules and Restrictions in Section 6-03-001-0003.A: Keeping of Livestock, above, the keeping of small livestock animals shall comply with the following standards:

1. Male miniature goats must be neutered by four (4) months of age.
- ~~2. Shelters for small livestock must meet the following requirements:~~
 - ~~a. Be located no less than ten (10) feet from property lines abutting another residential lot or parcel.~~
 - ~~b. May extend up to any property line abutting a public alley right of way or private alley tract.~~
 - ~~c. Be located at least twenty (20) feet from the nearest neighboring dwelling.~~
 - ~~d. Have a minimum of four (4) square feet of indoor space per poultry or rabbit.~~
- 32.** Winged animals must have wings clipped or be contained in a covered enclosure at all times to ensure containment on property.

~~4. Livestock containment areas must have a minimum of ten (10) square feet of permeable outdoor space per poultry or rabbit, and one hundred thirty (130) square feet of permeable space per miniature goat.~~

~~53.~~ Turkeys, peafowl, geese, and all other similarly noisy birds are prohibited in all zones within the City.

~~64.~~ Male poultry over the age of four (4) months shall not be permitted within the City.

5. Small livestock must be kept in a shelter from sunset to sunrise.

6. All shelters and pasture areas for small livestock shall comply with the following standards:

Table 6-03-001-0003.C: Small Livestock Standards

Small Livestock Shelters	
Distance to any property line abutting another residential lot or parcel	10 feet (min.)
Distance to any property line abutting a public alley right-of-way or private alley tract	0 feet (min.)
Distance to the nearest neighboring dwelling	20 feet (min.)
Area of indoor space within a small livestock shelter per poultry or rabbit	4 square feet (min.)
Fowl shelter height on a residential lot less than one (1) acre in size	8 feet maximum height but shall not be higher than the fence line of the property
Small Livestock Containment Areas	
Area of permeable space within the livestock containment area per poultry or rabbit	10 square feet (min.)
Area of permeable space within the livestock containment area per goat (miniature, dwarf, or pigmy)	130 square feet (min.)

D. Rules and Restrictions – Beekeeping

In addition to the General Rules and Restrictions in Section 6-03-001-0003.A: Keeping of Livestock, above, the keeping of bees shall comply with the following standards:

1. Beehives shall only be located in rear yards and shall be placed a minimum of ten (10) feet from any property line, except that in the Rural Residential (RR) zone beehives also may be placed

in the interior side yards. In all zones the entrance to the beehive shall face away from the property line closest to the hive.

2. A flyway barrier shall be established and maintained so that all bees are forced to fly at an elevation of at least six (6) feet above ground level in the vicinity of the beehive. Any fence, wall, or natural barrier proposed as a flyway barrier shall comply with the provisions of Division 10-50.50 (Fences and Screening), as well as the following:

- a. Be a minimum of six (6) feet tall;
- b. Be solid such that bees cannot fly through it;
- c. Be placed parallel to the property line; and
- d. Extend a minimum of five (5) feet beyond the beehive(s) in each direction.

3. A convenient source of water shall be made available for the bees at all times of the year so that bees are less likely to congregate at swimming pools, pet watering bowls, bird baths, or other water sources.

4. In any instance in which a colony exhibits unusually defensive characteristics by stinging or attempting to sting without provocation or exhibits an unusual disposition toward swarming, beekeepers shall promptly re-queen the colony with another queen. Queens shall be selected with a gentle disposition from stock bred for gentleness. Beekeepers must be able to produce proof of a receipt from a queen breeder.

~~6-03-001-0004 BEEKEEPING~~

~~The following standards apply to provide for the safe and orderly keeping of bees:~~

~~A. Beekeeping is allowed in all zones where the use of the property on which the beehives are kept is residential or educational.~~

~~B. Beehives shall only be located in rear yards and shall be placed a minimum of ten (10) feet from any property line, except that in the Rural Residential (RR) zone beehives also may be placed~~

~~in the interior side yards. In all zones the entrance to the beehive shall face away from the property line closest to the hive.~~

~~C. A flyway barrier shall be established and maintained so that all bees are forced to fly at an elevation of at least six (6) feet above ground level in the vicinity of the beehive. Any fence, wall, or natural barrier proposed as a flyway barrier shall comply with the provisions of Division 10-50.50 (Fences and Screening), as well as the following:~~

- ~~1. Be a minimum of six (6) feet tall;~~
- ~~2. Be solid such that bees cannot fly through it;~~
- ~~3. Be placed parallel to the property line; and~~
- ~~4. Extend a minimum of five (5) feet beyond the beehive(s) in each direction.~~

~~D. A convenient source of water shall be made available for the bees at all times of the year so that bees are less likely to congregate at swimming pools, pet watering bowls, bird baths, or other water sources.~~

~~E. In any instance in which a colony exhibits unusually defensive characteristics by stinging or attempting to sting without provocation or exhibits an unusual disposition toward swarming, beekeepers shall promptly re-queen the colony with another queen. Queens shall be selected with a gentle disposition from stock bred for gentleness. Beekeepers must be able to produce proof of a receipt from a queen breeder.~~

Table 6-03-001-0003.A

Number of Animals Permitted by Zoning Designation

Type of Animal	Zones in Which Specific Animals Are Permitted	Maximum Number of Animals Permitted Per Lot Size						
		≤19,999 sq ft	20,000 – 29,999 sq ft	30,000 – 39,999 sq ft	40,000 – 79,999 sq ft	80,000 – 119,999 sq ft	120,000 – 159,999 sq ft	≥160,000 sq ft
Large Livestock								
Equine, Cattle, Swine, Llamas, Alpacas, Goats, Sheep, Other Large Livestock Not Prohibited by This Chapter	ER and RR	0	0	0	4	5	6	7
Small Livestock								
Goats (Miniature, Pygmy, Dwarf)	All zones*	2	2	2	4	4	4	4
Ducks, Rabbits, Chickens	All zones*	5	10	15	20	25	25	25
Bees								
Bee Colonies	All zones*	2	4	6	8	8	8	8

* The principal use of the property must be residential or educational.

6-03-001-0004 PERMITTING REQUIREMENTS

A. Applicability

1. No person shall keep, harbor, or maintain care, custody, or control over any livestock animal without first obtaining an approved Backyard Livestock Keeping Permit from the

Sustainability Division, except that animal keeping in Estate Residential (ER) and Rural Residential (RR) zones does not require an approved Backyard Livestock Keeping Permit.

B. Application Content

1. The Director shall specify the form and content of the Backyard Livestock Keeping Permit application. The Director may require supporting materials as part of the application, including, but not limited to, a signed statement that the applicant shall comply with the provisions of this chapter, proof of satisfactory knowledge of animal keeping best practices, and a site plan showing the location and design of proposed animal keeping shelter(s), containment areas, and feed and watering troughs.

C. Review and Final Decision

1. The Director shall review the Backyard Livestock Keeping Permit application and supporting documentation for compliance with the requirements of Chapter 6-03: Animal Keeping.

2. The Director shall determine whether the Backyard Livestock Keeping Permit can be issued or if additional information is required from the applicant to complete the application. If the permit application is denied, the reason shall be stated in writing.

D. Revocation and Appeal

1. The Director may suspend, revoke, or take other authorized adverse action against any Backyard Livestock Keeping Permit granted pursuant to this section if any condition or requirement of this chapter is violated, if the keeping of animals becomes a public nuisance, or for other good cause.

2. An applicant or permit holder may appeal the denial or revocation of a Backyard Livestock Keeping Permit by submitting a written appeal to the City of Flagstaff Sustainability Division within ten (10) days after issuance of the denial or notice of revocation. Within five (5) days after receipt of the written appeal, or such longer period of time agreed to by the applicant, the appeal will be reviewed, and a response will be provided by the City Manager or designee, who shall be a Deputy City Manager.

E. Other Permitting Requirements

1. Livestock shelters and any associated fencing or screen walls subject to Zoning Code Section 10-20.40.080 (Minor Improvement Permits) shall obtain an approved Minor Improvement Permit prior to installation or construction.

6-03-001-0005 VIOLATION

A. It shall be unlawful for any person to cause, facilitate, or aid or abet a violation of any provision of this chapter or to fail to perform any act or duty required by this chapter in connection with the keeping of animals.

B. Any person found responsible for violating any provision of this chapter will be subject to a fine of no less than one hundred dollars (\$100.00) for every offense. Recurring violations will be subject to larger fines. Any violation that is continuing in nature shall constitute a separate offense on each successive date the violation continues.

C. Civil actions or proceedings to enforce the requirements of this chapter will be commenced and prosecuted in compliance with Section [1-15-001-0011](#), Civil Enforcement Procedures.

RESOLUTION NO. 2024-43

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “2024 ANIMAL KEEPING CODE AMENDMENTS”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Police Code, Ordinance No. 2024-26, by first declaring said amendments to be a public record;

WHEREAS, the City Council of the City of Flagstaff believes it is in the best interest of the City to allow City residents to keep certain animals as a healthy and affordable source of food, fiber, and labor;

WHEREAS, on May 21, 2024, House Bill 2325 was signed into law amending A.R.S. Title 9, Chapter 5, Article 6.1 by adding section § 9-462.10, and amending A.R.S. Title 11, Chapter 6, Article 2 by adding Section 11-820.04;

WHEREAS, the City Council has determined that Chapter 6-03 of the City Code regarding animal keeping should be amended to clarify the rules and regulations related to the keeping of animals within the City and to comply with House Bill 2325;

WHEREAS, the City Council intends, by adopting the proposed amendments, to protect and promote the public health, safety, convenience, and general welfare of the citizens of the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as “*2024 Animal Keeping Code Amendments*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of November, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
2024 Animal Keeping Code Amendments

ORDINANCE NO. 2024-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 6, POLICE REGULATIONS, CHAPTER 6-03, ANIMAL KEEPING, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “2024 ANIMAL KEEPING CODE AMENDMENTS”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council of the City of Flagstaff believes it is in the best interest of the City to allow City residents to keep certain animals as a healthy and affordable source of food, fiber, and labor;

WHEREAS, on May 21, 2024, House Bill 2325 was signed into law amending A.R.S. Title 9, Chapter 5, Article 6.1 by adding section § 9-462.10, and amending A.R.S. Title 11, Chapter 6, Article 2 by adding Section 11-820.04;

WHEREAS, the City Council has determined that Chapter 6-03 of the City Code regarding animal keeping should be amended to clarify the rules and regulations related to the keeping of animals within the City and to comply with House Bill 2325;

WHEREAS, the City Council intends, by adopting the proposed amendments, to protect and promote the public health, safety, convenience, and general welfare of the citizens of the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That certain document known as “2024 Animal Keeping Code Amendments”, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, is declared a public record by Resolution No. 2024-43 of the City of Flagstaff, Arizona, and is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of November, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Conference Engrossed

backyard fowl; regulation; prohibition

**State of Arizona
House of Representatives
Fifty-sixth Legislature
Second Regular Session
2024**

CHAPTER 192
HOUSE BILL 2325

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 6.1, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-462.10; AMENDING TITLE 11, CHAPTER 6, ARTICLE 2, ARIZONA REVISED STATUTES, BY ADDING SECTION 11-820.04; RELATING TO MUNICIPAL AND COUNTY ZONING.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Title 9, chapter 4, article 6.1, Arizona Revised Statutes, is amended by adding section 9-462.10, to read:

9-462.10. Backyard fowl regulation; prohibition; exceptions; state preemption; definition

A. A MUNICIPALITY MAY NOT ADOPT ANY LAW, ORDINANCE OR OTHER REGULATION THAT PROHIBITS A RESIDENT OF A SINGLE-FAMILY DETACHED RESIDENCE ON A LOT THAT IS ONE-HALF ACRE OR LESS IN SIZE FROM KEEPING UP TO SIX FOWL IN THE BACKYARD OF THE PROPERTY. A MUNICIPALITY MAY:

1. PROHIBIT A RESIDENT FROM KEEPING MALE FOWL, INCLUDING ROOSTERS.
2. REQUIRE FOWL TO BE KEPT IN AN ENCLOSURE LOCATED IN THE REAR OR SIDE YARD OF THE PROPERTY AT LEAST TWENTY FEET FROM A NEIGHBORING PROPERTY AND RESTRICT THE SIZE OF THE ENCLOSURE TO A MAXIMUM OF TWO HUNDRED SQUARE FEET WITH A MAXIMUM HEIGHT OF EIGHT FEET.
3. REQUIRE THE ENCLOSURE TO BE MAINTAINED AND MANURE PICKED UP AND DISPOSED OF OR COMPOSTED AT LEAST TWICE WEEKLY.
4. REQUIRE THAT COMPOSTED MANURE BE KEPT IN A WAY THAT PREVENTS MIGRATION OF INSECTS.
5. REQUIRE WATER SOURCES WITH ADEQUATE OVERFLOW DRAINAGE.
6. REQUIRE THAT FEED BE STORED IN INSECT-PROOF AND RODENT-PROOF CONTAINERS.
7. PROHIBIT FOWL FROM RUNNING AT LARGE.

B. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, A MUNICIPALITY SHALL ENACT AN ORDINANCE THAT REQUIRES AN ENCLOSURE LOCATED IN A RESIDENTIAL COMMUNITY ON A LOT LESS THAN ONE ACRE IN SIZE TO BE SHORTER THAN THE FENCE LINE OF THE PROPERTY.

C. AN ORDINANCE THAT IS ENACTED AFTER THE EFFECTIVE DATE OF THIS SECTION DOES NOT APPLY TO AN ENCLOSURE THAT WAS CONSTRUCTED ON OR BEFORE THE EFFECTIVE DATE OF THIS SECTION.

D. THE PROPERTY RIGHTS OF PROPERTY OWNERS IN THIS STATE OUTLINED IN THIS SECTION ARE OF STATEWIDE CONCERN. THIS SECTION PREEMPTS ALL LOCAL LAWS, ORDINANCES AND CHARTER PROVISIONS TO THE CONTRARY.

E. FOR THE PURPOSES OF THIS SECTION, "FOWL" MEANS A COCK OR HEN OF THE DOMESTIC CHICKEN.

Sec. 2. Title 11, chapter 6, article 2, Arizona Revised Statutes, is amended by adding section 11-820.04, to read:

11-820.04. Backyard fowl regulation; prohibition; exceptions; state preemption; definition

A. A COUNTY MAY NOT ADOPT ANY LAW, ORDINANCE OR OTHER REGULATION THAT PROHIBITS A RESIDENT OF A SINGLE-FAMILY DETACHED RESIDENCE ON A LOT THAT IS ONE-HALF ACRE OR LESS IN SIZE FROM KEEPING UP TO SIX FOWL IN THE BACKYARD OF THE PROPERTY. A COUNTY MAY:

1. PROHIBIT A RESIDENT FROM KEEPING MALE FOWL, INCLUDING ROOSTERS.
2. REQUIRE FOWL TO BE KEPT IN AN ENCLOSURE LOCATED IN THE REAR OR SIDE YARD OF THE PROPERTY AT LEAST TWENTY FEET FROM A NEIGHBORING PROPERTY AND RESTRICT THE SIZE OF THE ENCLOSURE TO A MAXIMUM OF TWO HUNDRED SQUARE FEET WITH A MAXIMUM HEIGHT OF EIGHT FEET.
3. REQUIRE THE ENCLOSURE TO BE MAINTAINED AND MANURE PICKED UP AND DISPOSED OF OR COMPOSTED AT LEAST TWICE WEEKLY.
4. REQUIRE THAT COMPOSTED MANURE BE KEPT IN A WAY THAT PREVENTS MIGRATION OF INSECTS.
5. REQUIRE WATER SOURCES WITH ADEQUATE OVERFLOW DRAINAGE.
6. REQUIRE THAT FEED BE STORED IN INSECT-PROOF AND RODENT-PROOF CONTAINERS.
7. PROHIBIT FOWL FROM RUNNING AT LARGE.

B. NOTWITHSTANDING SUBSECTION A OF THIS SECTION, A COUNTY SHALL ENACT AN ORDINANCE THAT REQUIRES AN ENCLOSURE LOCATED IN A RESIDENTIAL

COMMUNITY ON A LOT LESS THAN ONE ACRE IN SIZE TO BE SHORTER THAN THE FENCE LINE OF THE PROPERTY.

C. AN ORDINANCE THAT IS ENACTED AFTER THE EFFECTIVE DATE OF THIS SECTION DOES NOT APPLY TO AN ENCLOSURE THAT WAS CONSTRUCTED ON OR BEFORE THE EFFECTIVE DATE OF THIS SECTION.

D. THE PROPERTY RIGHTS OF PROPERTY OWNERS IN THIS STATE OUTLINED IN THIS SECTION ARE OF STATEWIDE CONCERN. THIS SECTION PREEMPTS ALL LOCAL LAWS AND ORDINANCES TO THE CONTRARY.

E. FOR THE PURPOSES OF THIS SECTION, "FOWL" MEANS A COCK OR HEN OF THE DOMESTIC CHICKEN.

Chapter 6-03: Animal Keeping Code Amendment

Flagstaff City Council | October 15, 2024

Genevieve Pearthree, AICP | Resilience Analyst

Steven Thompson | Sustainability Program
Manager





Text Amendment Summary

Update City Code Title 6: Police Regulations, Chapter 6-03: Animal Keeping

1. Comply with state legislation (House Bill 2325)
2. Make the code easier to implement

Animal Keeping Code applies to livestock animals and bees within the City limits (does not apply to common domestic household pets, such as dogs, cats, etc.)

HB 2325: Required Updates

- “A municipality may not adopt any law, ordinance or other regulation that prohibits a resident of a single-family detached residence on a lot that is one-half acre or less in size from **keeping up to six fowl in the backyard of the property.**”
- “A municipality shall enact an ordinance that requires **an enclosure** located in a residential community on a lot less than one acre in size to be **shorter than the fence line of the property.**”



Updates to Comply with HB 2325

- 6-03-001-0002: Definitions
 - Create a new definition of ‘fowl’
 - Add fowl to the definition of ‘poultry’
 - Add ‘enclosure’ to the definition of ‘shelter’
 - Replace the word ‘chickens’ with ‘poultry’
- 6-03-001-0003: Keeping of Livestock
 - Increase the maximum number of fowl (chickens) allowed on parcels less than 19,999 square feet from 5 to 6 fowl
 - Limit the height of a shelter for fowl on lots less than 1 acre to 8 feet or no taller than the fence line of the property





Updates to Make the Code Easier to Implement



- 6-03-001-0002: Definitions
 - Minor updates
- 6-03-001-0003: Keeping of Livestock
 - Move, clarify, and consolidate text
 - Move Table 6-03-001-0003.A: Number of Livestock Animals Permitted by Zoning Designation to the beginning of this Section
 - Bring Animal Keeping Code in alignment with Zoning Code
 - Convert text to tables for large and small livestock standards
 - Move standards for beekeeping into this section
 - Move permitting requirements into their own section



Updates to Make the Code Easier to Implement



- **6-03-001-0004: Permitting Requirements**
 - Clarify when a Backyard Livestock Keeping Permit is required
 - Clarify that the Sustainability Director shall specify the form and content of the Backyard Livestock Keeping Permit application and may require supporting materials
 - Clarify that the Backyard Livestock Keeping Permit is reviewed for compliance with Chapter 6-03: Animal Keeping
 - Clarify that any reason(s) for permit denial must be provided in writing
 - Clarify that livestock shelters and any associated fencing or screen walls subject to Zoning Code Section 10-20.40.080 (Minor Improvement Permits) shall obtain an approved MIP prior to installation or construction



Options & Staff Recommended Action

1. Approve the amendment to the Animal Keeping Code as proposed—**Staff recommended action**
2. Approve the amendment to the Animal Keeping Code with only modifications to comply with state legislation

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Rick Tadder, Management Services Director
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Approval of Municipal Services Accounts, Miscellaneous Account Receivable, Transaction Privilege Tax, Insufficient Funds and Library Write-offs: Delinquency and Uncollectible Accounts for Fiscal Year 2023-24.

STAFF RECOMMENDED ACTION:

Approve the write-off of delinquent and uncollectible Municipal Services accounts, Miscellaneous Account Receivables, Transaction Privilege Tax accounts and Insufficient Funds in the combined amount of \$25,548.26.

Executive Summary:

Council is requested to approve the annual write-offs for Municipal Services, Miscellaneous Accounts Receivables, Transaction Privilege Tax and Insufficient Fund of \$25,548.26 in accounts receivable deemed to be uncollectible for the fiscal year ending June 30, 2024. Generally accepted business practices allow for the write-off of uncollectible accounts annually. City staff has exhausted collection efforts on the eligible accounts and will no longer actively collect them. Where possible, City reports amounts due to a credit reporting agency. As a result, debt that has previously been written off is occasionally paid sometime later to clear a customer's outstanding debt. Pursuant to state law, individual utility account information is not subject to public release.

We are not seeking write-offs of Library accounts this fiscal year as staff is focusing our time on implementing new payment services which will include on-line payment options. These accounts do not show on the City's balance sheet as receivables; however, they are being tracked by the Library staff in the software they utilize.

It is sound fiscal management practice to reduce assets to reflect their true valuation. Failure to write-off accounts deemed uncollectible overstates the asset value of the City. The City sets up an annual allowance for uncollectible accounts and currently set at \$77,000. The amount requested to write off falls below this allowance. Write-offs are charged back to the fund from which the service or fee had originated from.

Financial Impact:

Each year, the City reserves funds, anticipating there will be uncollectible Municipal Services accounts and Miscellaneous Account Receivables. At the end of each fiscal year, reserves are computed to project potential write-offs for the upcoming year. These are based on a calculation utilizing aged accounts, current year write-offs, as well as consideration of anomalies and anticipated changes in procedures impacting collections. The amount requested to write-off is below the reserve. Total write-offs for the Fiscal Year 2023-24 are broken down as follows:

Category	Amount
Municipal Bill Accounts Receivable	\$ 24,348.34
Miscellaneous Accounts Receivable	\$ 874.92
Transaction Privilege Tax Receivable	\$ 0.00

Insufficient Funds (NSF Checks)	\$ 225.00
Total	\$ 25,548.26

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Authorize the write-off of uncollectible Municipal Services, Miscellaneous Accounts Receivable, Insufficient Funds and Library accounts.
2. Do not authorize the write-off of uncollectible Municipal Services, Miscellaneous Accounts Receivable, Insufficient Funds and Library accounts, leave the outstanding receivables on our balance sheet, and continue collection efforts.
3. Authorize a lower amount of write-off, leaving some accounts outstanding and continue collection efforts.

Background and History:

Municipal Services Bills are for monthly billings of water services, solid waste, and environmental services. Miscellaneous Account Receivables is monthly billing for lease revenue, retiree insurance, and a variety of fees. Transaction Privilege Tax receivables are for City Sales Tax accounts prior to 1/1/2017. Insufficient Funds are related to returned checks and disputed credit card charges at various city locations. Library accounts are related to charges for un-returned library materials and equipment and fines.

Municipal Services Bills and Miscellaneous Account Receivables

Before any account is eligible for a write-off, staff initiates collection efforts on each account after it becomes delinquent. Deposit typically covers the amount due on final bills, reducing write-offs from customers who have moved and have not provided an accurate forwarding address. The other significant change relates to improved teamwork and timeliness of City collection efforts. Customer accounts are being disconnected prior to large unpaid balances accumulating. Customers are being contacted after their accounts are closed and before postal delivery forwarding orders have expired. At that time customers are being notified of the City's intent to report their accounts to a credit reporting agency if the final bills are not paid. To further improve the collection processes, we have begun sending out delinquency postcards and contacting customers via the customer's preferred method of choice, be it by phone or email.

When collection efforts are exhausted, the account is eligible for a write-off. If possible, any amounts due are applied to the customer's credit. If placed on the customer's credit, the amount owed remains active for 7 years after the delinquency date. Application against the credit of the debtor may lead to the recovery of some delinquent amounts in the future. This often occurs when customers apply for credit via other avenues (i.e. mortgages, car loans, apartment rentals, etc.).

Total Municipal Services billings for FY 2023-24 were \$47.6 million with recommended write-off amounts of \$24,348.34 or 0.05% of total revenues. Miscellaneous Accounts Receivables billings at \$7.8 million with recommended write-off amounts of \$874.92 or 0.01% of total amounts billed. Below is a five-year history of the City's Municipal Services Bills and Miscellaneous Account Receivable write-offs:

Municipal Services Account Write-Offs: 5-Year History

Write-Off Fiscal Year	Total Write-Off	Annual Amount Billed	% of Amount Billed
FY 2023-24	\$ 24,348.34	\$ 47,572,000	0.05%
FY 2022-23	\$ 64,711.38	\$ 44,260,000	0.15%
FY 2021-22	\$ 61,315.10	\$ 44,455,000	0.14%
FY 2020-21	\$ 46,254.86	\$ 40,851,000	0.11%

Write-Off Fiscal Year	Total Write-Off	Annual Amount Billed	% of Amount Billed
	\$1,629,61	\$ 27,202,000	6.17%

Municipal Services Account Write-Off: Breakdown Information

Write-Off Fiscal Year	Total # of Accounts	Accounts Greater than \$1,000	Accounts Between \$500-\$1,000	Accounts Less Than \$500
FY 2023-24	83	4	7	72
FY 2022-23	144	17	24	103
FY 2021-22	137	11	20	106
FY 2020-21	166	6	20	140
FY 2019-20	257	5	24	228

Miscellaneous Accounts Receivable Write-Offs: 5-Year History

Write-Off Fiscal Year	Total Write-Off	Annual Amount Billed	% of Amount Billed
FY 2023-24	\$ 871.92	\$ 7,819,000	0.01%
FY 2022-23	\$1,110.57	\$ 9,970,000	0.01%
FY 2021-22	\$ 2,541.32	\$ 11,747,000	0.02%
FY 2020-21	\$ 5,386.86	\$ 11,411,000	0.05%
FY 2019-20	\$ 1,033.72	\$ 8,261,000	0.01%

Miscellaneous Accounts Receivable Write-Offs: Breakdown Information

Write-Off Fiscal Year	Total # of Accounts	Accounts Greater than \$1,000	Accounts Between \$500-\$1,000	Accounts Less Than \$500
FY 2023-24	1	0	1	0
FY 2022-23	3	1	1	1
FY 2021-22	3	1	0	2
FY 2020-21	5	2	0	3
FY 2019-20	3	0	1	2

Transactions Privilege Tax receivables and Insufficient Funds

In January 2017, the Arizona Department of Revenue began collecting our local Transaction Privilege Tax. At the end of the Fiscal Year 2016-17, the City had a receivable balance from the City collected accounts of \$928,293.06. Staff continued to work on collections of these accounts and as of June 30, 2024, our receivable balance was \$82,062.14. During Fiscal Year 2022-23 \$16,292.11 has been collected by staff efforts and working with the taxpayers. This year, staff is not requesting any write-off of accounts because customers are making payments based on a pay plan set up with them. These accounts are related to companies that are no longer in business.

Library Accounts: New this year.

This year we are not recommending the write-off of any uncollectible Library accounts. Staff from the Library and Customer Service are working on collection policies and enhanced abilities for customers to make payment on their account including credit cards and online payments.

Key Considerations

For active customer accounts, staff works collections of accounts by using billing statements, postcards, letters, and telephone calls. When customers fail to make payment or set up a payment arrangement for their past due amount, services are terminated and a door hanger is left on the property with instructions on how to reestablish services. Terminated services could include turning off water services or removal of trash and recycle bins as an example. Services are reestablished after a payment and a possible payment arrangement is made or if a new customer request services at that location. If a customer opens a new

account, the previous balance is transferred to the new account. If there is no new account and when possible, the amount owed is reported to a credit agency.

Connection to PBB Priorities and Objectives:

High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Connection to Regional Plan:

None.

Connection to Carbon Neutrality Plan:

None.

Connection to 10-Year Housing Plan:

None.

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Shannon Anderson, Senior Deputy City Manager
Co-Submitter: Marianne Sullivan, Sr Assistant City Attorney, and Greg Clifton, City Manager
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-42 and Ordinance No. 2024-25: A resolution of the Flagstaff City Council declaring as a public record that certain document filed with the City Clerk and entitled "Noise Control Amendments" and an ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 6, Police Regulations, Chapter 6-08, Noise Control, by adopting by reference that certain document entitled "Noise Control Amendments"; providing for repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the October 15, 2024 Council Meeting:

- 1) Read Resolution No. 2024-42 by title only
- 2) City Clerk reads Resolution No. 2024-42 by title only (if approved above)
- 3) Read Ordinance No. 2024-25 by title only for the first time
- 4) City Clerk reads Ordinance No. 2024-25 by title only (if approved above)

At the November 5, 2024 Council Meeting:

- 5) Adopt Resolution No. 2024-42
- 6) Read Ordinance No. 2024-25 by title only for the final time
- 7) City Clerk reads Ordinance No. 2024-25 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-25

Executive Summary:

In December 2022, City Council adopted the vehicle noise ordinance and requested a combined work group discuss nuisance noise. The combined work group of the Downtown Business Alliance, business owners, residents, and City staff met to review other ordinances and came to a consensus to not use decibels and focus on minor updates to the existing policy.

City staff presented potential updates to the existing policy to City Council on September 24, 2024 and received their feedback on what they would like to see in the proposed Nuisance Noise Ordinance. City staff will present the updated Noise Control Chapter in the City Code to reflect City Council's direction.

Financial Impact:

None.

Policy Impact:

City Code Chapter 6-08 Noise Control will be updated to include revisions to the Section on Nuisance Noise.

Previous Council Decision or Community Discussion:

The following are some of the Council and Community discussions related to the Noise Control Chapter of the City Code:

RESOLUTION NO. 2024-42

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “NOISE CONTROL AMENDMENTS”

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City Council of the City of Flagstaff (“City”) wish to declare the document entitled “*Noise Control Amendments*” to be a public record and to permit its adoption by reference into the City Code.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as “*Noise Control Amendments*” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy, maintained in compliance with A.R.S. § 44-7041, shall remain on file with the City Clerk and kept available for public use and inspection.

SECTION 2. Effective Date.

This resolution 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 5th day of November, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Noise Control Amendments

NOISE CONTROL AMENDMENTS

6-08-001-0001 DEFINITIONS NUISANCE NOISE

A. The following words and phrases, when used in this chapter, shall have the following meanings:

1. BUSINESS: A COMMERCIAL OR INDUSTRIAL ENTERPRISE LICENSED BY THE CITY OF FLAGSTAFF.

2. EMERGENCY WORK: MEANS ANY WORK PERFORMED TO PREVENT OR ALLEVIATE PHYSICAL TRAUMA OR PROPERTY DAMAGE THREATENED OR CAUSED BY AN EMERGENCY THAT HAS RESULTED OR MAY RESULT IN A DISRUPTION OF SERVICE AND WHICH IS NECESSARY TO RESTORE PROPERTY TO A SAFE CONDITION FOLLOWING A PUBLIC CALAMITY OR WORK REQUIRED TO PROTECT THE HEALTH, SAFETY OR WELFARE OF PERSONS OR PROPERTY OR WORK BY PRIVATE OR PUBLIC UTILITIES WHEN RESTORING UTILITY SERVICE.

~~CLEARLY AUDIBLE: Can be plainly heard by any occupant of a residence~~

3. COMMUNITY GROUP: IS A GROUP OF PEOPLE WHO WORK TOGETHER FOR A COMMON PURPOSE OR INTEREST AND MAY PROVIDE SUPPORT FOR EACH OTHER. FOR PURPOSES OF THIS SECTION A COMMUNITY GROUP DOES NOT INCLUDE A BUSINESS.

4. CONSTRUCTION EQUIPMENT: Any device or mechanical instrument operated by fuel, electric, or pneumatic power employed in the excavation, alteration, repair, demolition or construction of any building, structure, land parcel, public right of way, waterway or appurtenance thereto.

5. NOISE: Any sound, whether naturally or artificially produced.

6. PERSON: Any individual, firm, partnership, joint venture, BUSINESS, association, corporation, municipal corporation, estate, trust or any other group or combination acting as a unit, and the plural as well as the singular number.

7. PERVASIVE: PRESENT OR FELT THROUGHOUT A PLACE.

8. PRINCIPAL: THE OWNER, MANAGER, SUPERVISOR OR OTHER PERSON IN CHARGE OF RUNNING THE BUSINESS.

9. PUBLIC PREMISES: All real property, including appurtenances thereon, which is owned or control by any governmental entity, including all public right of ways, parks and waterways.

10. PUBLIC SAFETY WORK: Work immediately necessary to restore property to safe condition, or work required to protect persons or property from potential danger or damage, including snowplowing or work by a public or private utility when restoring utility service.

11. RESIDENCE: A building, or portion thereof, used for living quarters. Residence includes use for temporary living quarters, including but not limited to hotels and motels.

12. RESIDENTIAL UNIT: A single-family residence, or that portion of a multi-family residence, designed to provide living quarters for a single family.

13. SUSTAINED: CONTINUING FOR AN EXTENDED PERIOD.

~~SOUND AMPLIFICATION SYSTEM: Any device, instrument or system, whether electrical or mechanical or otherwise for amplifying sound or for producing or reproducing sound, including but not limited to any radio, stereo, musical instrument, compact disc, or sound or musical recorder or player.~~

B. THE FOLLOWING NOISE RESTRICTIONS ARE HEREBY ESTABLISHED FOR ANY AREA WITHIN THE CITY:

1. THE NOISE REGULATIONS OF THIS CHAPTER SHALL APPLY ON SUNDAY THROUGH THURSDAY BETWEEN THE HOURS OF TWELVE O'CLOCK (12:00) A.M. AND SIX O'CLOCK (6:00) A.M. AND ON FRIDAY AND SATURDAY BETWEEN THE HOURS OF ONE O'CLOCK (1:00) A.M. AND SEVEN O'CLOCK (7:00) A.M.

2. DURING THE HOURS GIVEN IN SUBSECTION (1), IT SHALL BE UNLAWFUL FOR ANY PERSON, BUSINESS, OR PRINCIPAL(S) OF A BUSINESS, TO MAKE OR PERMIT TO BE MADE A SUSTAINED AND PERVASIVE NOISE THAT CAUSES AN UNREASONABLE DISTURBANCE OF THE PEACEFUL ENJOYMENT OF ANOTHER PERSON.

3. MEASUREMENT CRITERIA: FOR THE PURPOSES OF ENFORCEMENT OF THE PROVISIONS OF THIS SECTION, WHETHER THE NOISE IS CLEARLY AUDIBLE SHALL BE DETERMINED FROM THE PROPERTY OF THE INDIVIDUAL WHO IS REPORTING THEY ARE DISTURBED BY THE NOISE.

C. THE FOLLOWING ACTIVITIES ARE EXEMPTED FROM THE PROHIBITIONS STATED IN SECTION (B)

1. NOISE CREATED BY PUBLIC SAFETY WORK.

2. SOUND MADE TO ALERT PERSONS TO THE EXISTENCE OF AN EMERGENCY DANGER OR ATTEMPTED CRIME INCLUDING NOISES OF SAFETY SIGNALS, WARNING AND ALARM DEVICES OR SHOUTS, EMERGENCY GENERATORS, STORM WARNING SIRENS, EMERGENCY PRESSURE RELIEF VALVES AND THE AUTHORIZED TESTING OF SUCH EQUIPMENT.

3. NOISE ASSOCIATED WITH THE NORMAL TRAFFIC OF AIRCRAFT OR THE RAILROADS.

4. ROAD AND STREET NOISE GENERATED FROM THE NORMAL OPERATION OF TRAFFIC EXCEPT IF IN VIOLATION OF 6-08-001-0002 VEHICLE NOISE, OR ANY EMERGENCY OR SAFETY WARNING DEVICES, SUCH AS, BUT NOT LIMITED TO, VEHICLE HORNS OR BACKUP BEEPERS.

5. NOISE CREATED BY CONSTRUCTION EQUIPMENT OPERATED UPON PUBLIC PREMISES BY OR ON BEHALF OF ANY GOVERNMENTAL ENTITY WHEN THE WELFARE OR CONVENIENCE OF THE PUBLIC REQUIRES THE OPERATION OF SUCH EQUIPMENT AT NIGHT.

6. AIR-CONDITIONING EQUIPMENT WHEN IT IS FUNCTIONING IN ACCORD WITH MANUFACTURER'S SPECIFICATIONS AND IS IN PROPER OPERATING CONDITION.

7. SPECIAL EVENTS FOR WHICH A PERMIT HAS BEEN OBTAINED FROM THE CITY, SO LONG AS SAID EVENT IS CONDUCTED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE PERMIT.

8. NONAMPLIFIED NOISES RESULTING FROM THE ACTIVITIES SUCH AS THOSE PLANNED BY THE SCHOOL, GOVERNMENTAL OR COMMUNITY GROUPS OR DULY AUTHORIZED BY THOSE GROUPS.

9. NOISES RESULTING FROM AN AUTHORIZED EMERGENCY VEHICLE WHEN RESPONDING TO AN EMERGENCY CALL OR ACTING IN TIME OF EMERGENCY.

10. NOISES RESULTING FROM EMERGENCY WORK AS DEFINED IN SECTION A.

11. NOISES OF CHURCH CHIMES OR BELLS OR CHIMES ON PUBLIC BUILDINGS.

12. SOUND FROM ANY MOBILE GARBAGE COLLECTION VEHICLE OR SNOW REMOVAL EQUIPMENT.

13. THE OPERATION OF POWER TOOLS AND LAWN MAINTENANCE EQUIPMENT BETWEEN THE HOURS OF 7:00 A.M. AND 8:00 P.M. ON WEEKDAYS, OR BETWEEN THE HOURS OF 9:00 A.M. AND 8:00 P.M. ON WEEKENDS OR FEDERAL AND STATE HOLIDAYS. ALL ENGINE-DRIVEN EQUIPMENT USED IN THESE ACTIVITIES SHALL BE OPERATED WITH A MUFFLER OR NOISE-REDUCING EQUIPMENT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. THE OPERATION OF POWER TOOLS AND LAWN MAINTENANCE EQUIPMENT, EXCLUDING EMERGENCY WORK AT ALL OTHER TIMES SHALL BE SUBJECT TO THE RESTRICTIONS IN SECTION B.

14. PUBLIC OR UTILITY-OWNED OR OPERATED STATIONARY MECHANICAL EQUIPMENT SO LONG AS SUCH EQUIPMENT IS PROPERLY FUNCTIONING PURSUANT TO MANUFACTURER'S SPECIFICATIONS.

D. CIVIL PENALTIES: THE CIVIL FEES FOR A RESPONSIBLE PERSON(S) ARE AS FOLLOWS:

1. FOR A FIRST NUISANCE NOISE VIOLATION A WARNING SHALL BE ISSUED.

2. FOR A SECOND NUISANCE NOISE VIOLATION WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE FIRST NUISANCE NOISE VIOLATION THE FEE IS ONE

HUNDRED AND FIFTY DOLLARS (\$150.00), INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.

3. FOR A THIRD NUISANCE NOISE VIOLATION WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE SECOND NUISANCE NOISE VIOLATION THE FEE IS TWO HUNDRED AND FIFTY DOLLARS (\$250.00), INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.

4. FOR A FOURTH OR SUBSEQUENT NUISANCE NOISE VIOLATION WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE THIRD NUISANCE NOISE VIOLATION THE FEE IS FIVE HUNDRED DOLLARS (\$500.00), INCLUSIVE OF ANY STATE OR CITY FINES, FEES, ASSESSMENTS OR SURCHARGES.

E. EACH DAY THAT A VIOLATION OF THIS CHAPTER IS PERMITTED TO CONTINUE OR OCCUR BY THE PERSON OR BUSINESS CAUSING OR PERMITTING THE NOISE SHALL CONSTITUTE A SEPARATE OFFENSE SUBJECT TO SEPARATE CITATIONS PURSUANT TO THE PROVISIONS OF THIS CHAPTER.

F. OTHER REMEDIES. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS AFFECTING THE ABILITY OF THE STATE TO INITIATE OR CONTINUE CONCURRENT OR SUBSEQUENT CRIMINAL PROSECUTION OF ANY RESPONSIBLE PERSONS OR OWNER FOR ANY VIOLATIONS OF THE PROVISIONS OF THE CITY CODE OR STATE LAW ARISING OUT OF THE CIRCUMSTANCES NECESSITATING THE APPLICATION OF THIS SECTION.

G. HEARING PROCEDURES.

1. A PERSON LIABLE FOR THE CIVIL FEE UNDER THIS SECTION MAY, WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OF THE VIOLATION, REQUEST A HEARING WITH A HEARING OFFICER DESIGNATED BY THE PRESIDING MAGISTRATE OF THE FLAGSTAFF MUNICIPAL COURT.

2. THE HEARING OFFICER SHALL SET A TIME AND PLACE FOR THE HEARING AS SOON AS PRACTICABLE.

3. THE HEARING SHALL BE CONDUCTED IN AN INFORMAL PROCESS TO DETERMINE WHETHER THERE IS A SUFFICIENT FACTUAL AND LEGAL BASIS TO IMPOSE THE CIVIL FEE. THE RULES OF EVIDENCE SHALL NOT APPLY; PROVIDED, THAT THE DECISION OF THE HEARING OFFICER SHALL IN ALL CASES BE BASED UPON SUBSTANTIAL AND RELIABLE EVIDENCE. ALL PARTIES TO THE HEARING SHALL HAVE THE RIGHT TO PRESENT EVIDENCE. THE CITY SHALL HAVE THE BURDEN OF ESTABLISHING BY A PREPONDERANCE OF THE EVIDENCE THAT A VIOLATION HAS OCCURRED.

4. THE DECISION OF THE HEARING OFFICER IS FINAL. A FAILURE OF THE PERSON NOTIFIED OF THE VIOLATION TO TIMELY REQUEST A HEARING OR THE FAILURE TO APPEAR AT A SCHEDULED HEARING SHALL CONSTITUTE A WAIVER OF THE RIGHT TO A HEARING OR TO CHALLENGE THE VALIDITY OF THE NOTICE OR VIOLATION.

The following noise restrictions are hereby established for any area within the City:

A. ~~_____ The noise regulations of this Chapter shall apply on Monday through Friday between the hours of twelve o'clock (12:00) A.M. and six o'clock (6:00) A.M. and on Saturday and Sunday between the hours on one o'clock (1:00) A.M. and seven o'clock (7:00) A.M.~~

B. ~~_____ During the hours given in subsection (A), it shall be unlawful for any person, while outdoors or within a residential unit, to make or permit to be made any noise which is clearly audible within a residential unit other than that from which the noise may have originated.~~

C. ~~_____ The standards which shall be considered in determining whether a violation of this Section exists shall include the following:~~

- ~~1. _____ The volume of the noise;~~
- ~~2. _____ Whether the nature of the noise is usual or unusual;~~
- ~~3. _____ Volume of background noise, if any;~~
- ~~4. _____ The duration of the noise.~~

~~6-08-001-0003 GENERAL EXCEPTIONS~~

The following activities are exempted from the prohibitions stated in Section 6-8-2:

A. ~~_____ Noise created by public safety work.~~

B. ~~_____ Sound made to alert persons to the existence of an emergency, danger or attempted crime.~~

C. ~~_____ Noise associated with the normal traffic of motor vehicles, aircraft or the railroads.~~

D. ~~_____ Bells or chimes on public buildings.~~

E. ~~_____ Noise created by construction equipment operated upon public premises by or on behalf of any governmental entity when the welfare or convenience of the public requires the operation of such equipment at night.~~

~~6-08-001-0002~~ ~~6-08-001-0004~~ VEHICLE NOISE

A. DEFINITIONS. The following words and phrases, when used in this section, shall have the following meanings:

A-WEIGHTING: The sound level of noise as measured with a meter using the A-weighting network. This unit is dB(A).

C-WEIGHTING: The sound level of noise as measured with a meter using the C-weighting network. This unit is dB(C).

CLEARLY AUDIBLE: Can be plainly heard by a person with normal hearing.

DECIBEL (dB): The value is equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the measured sound pressure to the reference pressure. Where the reference pressure is two (2) times 10^{-5} newton/meter².

FREQUENCY: The frequency of a sound is the number of pressure cycles occurring in a unit of time. The unit of frequency is hertz (hZ), i.e., cycles per second.

IMPULSE NOISE: Means a noise of short duration, usually less than one (1) second, with an abrupt onset and rapid decay.

LMAX: (Maximum Level) Means the loudest sound level over a sample period. Lmax is expressed in dB(A) or dB(C). Lmax is fast-weighted for impulse noises and slow-weighted for continuous noise.

MOTOR VEHICLES: Means any self-propelled vehicle operated within the City, including but not limited to licensed or unlicensed vehicles, automobiles, minibikes, go-carts and motorcycles.

NOISE: Any sound, whether naturally or artificially produced.

PERIOD: Of a periodic quantity shall mean the smallest increment of time for which the function repeats itself.

PERSON: Any individual, firm, partnership, joint venture, association, corporation, municipal corporation, estate, trust or any other group or combination acting as a unit, and the plural as well as the singular number.

PUBLIC SAFETY WORK: Work immediately necessary to restore property to safe condition, or work required to protect persons or property from potential danger or damage, including snowplowing or work by a public or private utility when restoring utility service.

PURE TONE NOISE: Means any noise that is distinctly audible as a single pitch (frequency) or set of pitches as determined by the enforcement officer.

SOUND AMPLIFICATION SYSTEM: Any device, instrument or system, whether electrical or mechanical or otherwise, for amplifying sound or for producing or reproducing sound, including but not limited to any radio, stereo, musical instrument, compact disc, or sound or musical recorder or player.

SOUND LEVEL OR NOISE LEVEL: Is the sound intensity measured with a sound level meter set to A-weighting with the unit of measurement dB(A), or C-weighting with the unit of measurement dB(C).

SOUND LEVEL METER: Means an instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of sound levels which satisfies the pertinent requirements in American Standard Specifications for sound level meters S1.4-1971 or the most recent revision thereof for Type I or Type II equipment.

B. Vehicle Noise Limits. The following noise restrictions are hereby established for any area within the City for vehicle noise:

No person shall operate either a motor vehicle or combination of vehicles at any time or under any condition of grade, load, acceleration or deceleration in such a manner as to exceed the following noise limit of the category of motor vehicle measured from outside of the traffic lane or at a greater distance:

Location of Vehicle	Legal Speed Limit of 35 mph or Less	Legal Speed Limit of More Than 35 mph
Any motor vehicle with a manufacturer's gross vehicle weight rating of 26,000 pounds or more, any combination of vehicles towed by such motor vehicle, and any motorcycle other than an electric bicycle	88 dB(A)	92 dB(A)
Any other motor vehicle and any combination of vehicles towed by such motor vehicles	82 dB(A)	86 dB(A)

C. **Measurement Criteria.** For the purpose of enforcement of the provisions of this section, noise level shall be measured on the A-weighted scale with a Type I or Type II sound level meter. The meter shall be set for slow response speed, except for impulse noises or rapidly varying sound levels, fast response speed may be used. Prior to measurement, the meter shall be calibrated, and adjusted according to the manufacturer's specifications.

D. **Civil Penalties.** The civil fees for a responsible person(s) are as follows:

1. For a first vehicle noise violation a warning shall be issued.
2. For a second vehicle noise violation within one hundred twenty (120) days of the first vehicle noise violation the fee is one hundred fifty dollars (\$150.00), inclusive of any State or City fines, fees, assessments, or surcharges.
3. For a third or subsequent vehicle noise violation within one hundred twenty (120) days of the second nuisance noise violation the fee is two hundred fifty dollars (\$250.00), inclusive of any State or City fines, fees, assessments, or surcharges.
4. Each day that a violation of this section is permitted to continue or occur by the defendant shall constitute a separate offense subject to separate citation pursuant to the provisions of this section.

F. **Other Remedies.** Nothing in this section shall be construed as affecting the ability of the State to initiate or continue concurrent or subsequent criminal prosecution of any person for any violations of the provisions of the City Code or State law arising out of the circumstances necessitating the application of this section.

G. **Hearing Procedures.**

1. A person liable for the civil fee under this section may, within ten (10) days of receipt of notice of the violation, request a hearing with a hearing officer designated by the presiding magistrate of the Flagstaff Municipal Court.

2. The hearing officer shall set a time and place for the hearing as soon as practicable.

3. The hearing shall be conducted in an informal process to determine whether there is a sufficient factual and legal basis to impose the civil fee. The rules of evidence shall not apply; provided, that the decision of the hearing officer shall in all cases be based upon substantial and reliable evidence. All parties to the hearing shall have the right to present evidence. The City shall have the burden of establishing by a preponderance of the evidence that a violation has occurred.

4. The decision of the hearing officer is final. A failure of the person notified of the violation to timely request a hearing or the failure to appear at a scheduled hearing shall constitute a waiver of the right to a hearing or to challenge the validity of the notice or violation.

6-08-001-0003 ~~6-08-001-0005~~ NUISANCE PARTIES

A. Findings. The City Council of Flagstaff finds and determines that unruly parties held on private property may constitute a nuisance which is a threat to the peace, health, safety and welfare of the general public. Police officers have been required to make repeated responses to unruly parties to abate the nuisance and to disperse uncooperative or unruly participants to restore the public peace and welfare. Such repeat calls deplete the manpower and resources of the Police Department and can leave other areas of the City with compromised levels of police protection so as to create a significant threat to the safety of both citizens and police officers alike.

B. Purpose. The purpose of this section is to deter criminal behavior associated with and related to nuisance parties which have been determined to be a threat to the peace, health, safety or welfare of the general public.

C. Definitions. For the purposes of this section, the following definitions apply, unless the context in which they are used clearly requires otherwise:

1. "Owner" means the owner of any property, as well as any agent of an owner who acts on behalf of the owner to control or otherwise regulate the occupancy or use of the property.

2. "Premises" means the property that is the site of a nuisance party. For residential properties, "premises" means the dwelling unit or units where the nuisance party occurs.

3. "Nuisance party" means a gathering of five (5) or more persons on any private property, including property used to conduct business, in a manner which causes a disturbance of the quiet enjoyment of private or public property by any person or persons. Such disturbances may include, but are not limited to, excessive noise or traffic, obstruction of public streets by crowds or vehicles, drinking in public, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and littering.

4. "Responsible person" means any person in attendance who engaged in a nuisance party, including any owner who is in attendance, occupant, tenant, guest or any sponsor, host or organizer of the nuisance party. "Responsible person" does not include owners or persons in charge of premises where a nuisance party takes place if the persons in attendance obtained use of the premises through illegal entry or trespassing.

5. "Minor" means any person under the age of twenty-one (21) years.

6. "Officer" and/or "police officer" means a duly sworn peace officer in the State of Arizona.

D. Nuisance Party. A nuisance party is unlawful and constitutes a civil infraction.

1. When a police officer responds to the first nuisance party and while at the scene determines that there is a threat to the public peace, health, safety or general welfare, the officer shall issue a written notice of violation to any responsible person(s). The responsible person(s) will be assessed a civil fee as set forth in subsection (E) of this section.

a. On a first response to a nuisance party, the responsible person(s) shall be assessed a fee commensurate with a second nuisance party, as set forth in subsection (E) of this section, for a first nuisance party if any of the following crimes are being committed at the first nuisance party:

- (1) Minor in possession of alcohol;
- (2) Minor in consumption of alcohol;
- (3) Possession or use of illegal drugs;
- (4) Weapons misconduct, in violation of A.R.S. Section 13-3102; or
- (5) Any felony offense.

2. If, after a written notice of a violation is issued, police respond for a second time to the same premises for a nuisance party within one hundred twenty (120) days of the first response, such response shall be deemed a second nuisance party and any responsible person(s) as well as the owner of the premises will be issued a written notice of a second violation and assessed a civil fee as set forth in subsection (E) of this section. Notice to any responsible person(s) and the owner shall be provided in the same manner as set forth in subsection (D)(4) of this section.

a. On any response to a second nuisance party, the responsible person(s) shall be assessed a fee commensurate with a third response fee, as set forth in subsection (E) of this section, for a second nuisance party if any of the following crimes are being committed at the nuisance party:

- (1) Minor in possession of alcohol;
- (2) Minor in consumption of alcohol;
- (3) Possession or use of illegal drugs;
- (4) Weapons misconduct in violation of A.R.S. Section 13-3102; or
- (5) Any felony offense.

3. If, after a written notice of a second violation is issued, police respond to the same premises for a third or subsequent nuisance party within one hundred twenty (120) days of the second nuisance party response, such response shall be deemed a third or subsequent nuisance party and any responsible person(s) as well as the owner of the premises will be issued a written notice of a third or subsequent violation and assessed a civil fee as set forth in subsection (E) of this section. Notice to any responsible person(s) and the owner shall be provided in the same manner as set forth in subsection (D)(4) of this section.

a. On any response to a third or subsequent nuisance party, the responsible person(s) shall be assessed a fee commensurate with two (2) times the fee for a third or subsequent nuisance party, as set forth in subsection (E) of this section, if any of the following crimes are being committed at the party:

- (1) Minor in possession of alcohol;
- (2) Minor in consumption of alcohol;
- (3) Possession or use of illegal drugs;
- (4) Weapons misconduct in violation of A.R.S. Section 13-3102; or
- (5) Any felony offense.

4. The police officer or other police employee shall provide notice of the violation to the responsible person(s) and the landlord or owner in any of the following manners:

a. Personal service to any responsible person(s) at the nuisance party.

b. As to the resident(s) of the premises, posting of the notice on the door of the premises of the nuisance party.

c. Mailing a copy of the notice of the nuisance party or notice of violation via certified mail to the property owner at the address shown on the Coconino County Property Tax Assessor's records. The return receipt will serve as evidence of service. A courtesy copy of the notice shall be sent to any property manager if known to the Flagstaff Police Department.

d. Upon request by law enforcement the owner must provide the names of any and all occupants listed on the leasing documents of the premises of a nuisance party.

E. Civil Penalties.

1. The civil fees for a responsible person(s) are as follows:

a. For a first nuisance party violation the fee is two hundred fifty dollars (\$250.00), inclusive of any State or City fines, fees, assessments or surcharges.

b. For a second nuisance party violation within one hundred twenty (120) days of the first nuisance party the fee is five hundred dollars (\$500.00), inclusive of any State or City fines, fees, assessments or surcharges.

c. For a third or subsequent nuisance party within one hundred twenty (120) days of the second nuisance party the fee is one thousand dollars (\$1,000.00), inclusive of any State or City fines, fees, assessments or surcharges.

2. The civil fees for the owner of a property are as follows:

a. If the owner was at the premises when the nuisance party occurred and failed to take reasonable action to prevent the nuisance party the civil fees are as follows:

(1) Two hundred fifty dollars (\$250.00) for the first nuisance party, inclusive of any State or City fines, fees, assessments or surcharges.

(2) Five hundred dollars (\$500.00) for the second nuisance party within one hundred twenty (120) days of the first nuisance party, inclusive of any State or City fines, fees, assessments or surcharges.

(3) One thousand dollars (\$1,000.00) for the third or subsequent nuisance party within one hundred twenty (120) days of a second nuisance party, inclusive of any State or City fines, fees, assessments or surcharges.

b. If notice of the first nuisance party was provided to the owner via certified mail as provided in subsection (D)(4)(c) of this section, a civil fee can be imposed on the owner if a subsequent nuisance party occurs on the premises thirty (30) days after the receipt of the notice of the first nuisance party. The fees are as follows:

(1) Two hundred fifty dollars (\$250.00) for the next nuisance party that occurs on the premises thirty (30) days after notification is received by the owner, inclusive of any State or City fines, fees, assessments or surcharges.

(2) Five hundred dollars (\$500.00) for a second nuisance party that occurs on the premises thirty (30) days after notification is received by the owner, inclusive of any State or City fines, fees, assessments or surcharges.

(3) One thousand dollars (\$1,000.00) for a third or subsequent nuisance party that occurs on the premises thirty (30) days after notification is received by the owner, inclusive of any State or City fines, fees, assessments or surcharges.

c. Within ten (10) business days of receipt of notification of violation, the owner may petition the Chief of Police, or the Chief's designee, for a waiver of the civil fee for the first nuisance party that occurs thirty (30) days after notification of the nuisance party was received, under the following circumstances:

(1) The owner has taken steps reasonably necessary to prevent a subsequent nuisance party or to exclude the uninvited persons from the premises, or the owner is actively attempting to evict the responsible persons from the premises.

(2) The owner agrees to actively participate in the Flagstaff Police Department's Crime Free Multi-Housing Program by participating in the training provided by the Flagstaff Police Department, requiring tenants to sign a crime free lease addendum, and by receiving reports regarding criminal activity on the premises and taking action based upon those reports.

(3) The owner of a property with over one hundred (100) individually rented units obtains and maintains private security services for the entire property.

d. If an owner evicts tenants from a premises where a nuisance party occurred and new tenants at the same premises are given notice of a nuisance party violation the owner must be renotified pursuant to subsection (D)(4)(c) of this section.

3. Nothing in this section shall be construed to impose liability on the owner, occupant, or tenant of the premises or sponsor of the nuisance party for the conduct of persons who are in attendance without the express or implied consent of the owner, occupant, tenant, or sponsor, as long as the owner, occupant, tenant, or sponsor has taken steps to prevent a subsequent nuisance party or to exclude the uninvited persons from the premises. Where an invited person engages in unlawful conduct which the owner, occupant, tenant or sponsor could not reasonably foresee and could not reasonably control without the intervention of the police, the unlawful conduct of the person shall not be attributable to the owner, occupant, tenant or sponsor for the purpose of determining liability under this section.

F. Other Remedies. Nothing in this section shall be construed as affecting the ability of the State to initiate or continue concurrent or subsequent criminal prosecution of any responsible persons or owner for any violations of the provisions of the City code or State law arising out of the circumstances necessitating the application of this section.

G. Hearing Procedures.

1. A person liable for the civil fee under this section may, within ten (10) days of receipt of notice of the violation, request a hearing with a Hearing Officer designated by the Presiding Magistrate of the Flagstaff Municipal Court.

2. The Hearing Officer shall set a time and place for the hearing as soon as practicable.

3. The hearing shall be conducted in an informal process to determine whether there is a sufficient factual and legal basis to impose the civil fee. The rules of evidence shall not apply; provided, that the decision of the Hearing Officer shall in all cases be based upon substantial and reliable evidence. All parties to the hearing shall have the right to

present evidence. The Police Department shall have the burden of establishing by a preponderance of the evidence that a violation has occurred.

4. The decision of the Hearing Officer is final. A failure of the person notified of the violation as set forth in subsection (D)(4) of this section to timely request a hearing or the failure to appear at a scheduled hearing shall constitute a waiver of the right to a hearing or to challenge the validity of the notice or violation.

~~6-08-001-0004~~ ~~6-08-001-0006~~ **SOUND AMPLIFICATION SYSTEMS IN VEHICLES**

A. LIMITATIONS ON USE

1. Except as authorized by law, no person shall operate or permit the operation of any sound amplification system in or on a vehicle in such a manner or with such volume as to annoy or disturb the quiet, comfort or repose of any person or neighborhood in the vicinity.

2. Except as authorized by law, no person shall operate or permit the operation of any sound amplification system in or on a vehicle which can be heard at a distance of fifty (50) feet or more and which annoys or disturbs a reasonable person of normal sensitivities, or which causes a person to be aware of vibration accompanying the sound at a distance of fifty (50) feet or more.

3. FOR PURPOSES OF THIS SECTION SOUND AMPLIFICATION SYSTEM MEANS ANY DEVICE, INSTRUMENT OR SYSTEM, WHETHER ELECTRICAL OR MECHANICAL OR OTHERWISE FOR AMPLIFYING SOUND OR FOR PRODUCING OR REPRODUCING SOUND, INCLUDING BUT NOT LIMITED TO ANY RADIO, STEREO, MUSICAL INSTRUMENT, COMPACT DISC, OR SOUND OR MUSICAL RECORDER OR PLAYER.

B. EXEMPTIONS

1. Amplification systems being operated to request assistance of an emergency nature or to warn of a hazardous situation;

2. Authorized emergency vehicles;

3. Vehicles operated by utility companies;

4. Vehicles used in parades, concerts, festivals, fairs or similar activities subject to any sound limits in any permit or other approval by the city; or

5. Amplification systems in vehicles which are operated on private property with the permission of the owner and which are not audible beyond the property line.

6-08-001-0005 FAILURE TO PROVIDE TRUTHFUL NAME, DATE OF BIRTH AND CURRENT ADDRESS WHEN LAWFULLY DETAINED.

A. IT IS UNLAWFUL FOR A PERSON, AFTER BEING ADVISED THAT THE PERSON'S REFUSAL TO ANSWER IS UNLAWFUL, TO FAIL OR REFUSE TO STATE THE PERSON'S TRUE FULL NAME, DATE OF BIRTH AND CURRENT ADDRESS ON REQUEST OF A PEACE

OFFICER WHO HAS LAWFULLY DETAINED THE PERSON BASED ON REASONABLE SUSPICION THAT THE PERSON HAS COMMITTED A VIOLATION OF THIS CHAPTER. A PERSON DETAINED UNDER THIS SECTION SHALL STATE THE PERSON'S TRUE FULL NAME, DATE OF BIRTH AND CURRENT ADDRESS, BUT SHALL NOT BE COMPELLED TO ANSWER ANY OTHER INQUIRY OF A PEACE OFFICER.

B. A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A CLASS 2 MISDEMEANOR.

ORDINANCE NO. 2024-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 6, POLICE REGULATIONS, CHAPTER 6-08, NOISE CONTROL, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “NOISE CONTROL AMENDMENTS”; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, members of the community have expressed their concerns to the Mayor and the Flagstaff City Council regarding Nuisance Noise from businesses; and

WHEREAS, Article XIII, Section 8 of the Flagstaff City Charter gives the City Council the plenary power to enact and make all proper and necessary ordinances to carry out and give effect to the implied and express powers granted in the Charter and thereby protect and safeguard the rights, interests, safety, morality, health and welfare of the City and its inhabitants; and

WHEREAS, Article VII, Section 5 of the Flagstaff City Charter requires the Council to act by ordinance when it imposes or provides for imposing fines or other penalties; and

WHEREAS, the City Council finds that enacting amendments to the Noise Control Ordinance protects that rights, interests, safety and welfare of the inhabitants of the City.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That certain document known as “*Noise Control Amendments*”, one(1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2024-42 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of November, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Genevieve Pearthree, Resilience Analyst
Co-Submitter: Adriana Fisher
Date: 10/09/2024
Meeting Date: 10/15/2024



TITLE

ADUs (Accessory Dwelling Units) Model Plans Pilot Program

STAFF RECOMMENDED ACTION:

Informational only

Executive Summary:

Through the ADU (Accessory Dwelling Unit) Model Plans Pilot Program, the Flagstaff Sustainability Division, in partnership with the Housing, Planning, and Building Safety sections in Community Development, seeks to increase the number of ADUs in Flagstaff by reducing barriers to ADU construction. This program will:

1. Create an online ADU Model Plans Library to host a growing inventory of pre-approved all-electric and energy-efficient ADU model plans;
2. Simplify the process and reduce the time and costs to design and permit ADUs;
3. Connect interested homeowners with design professionals and other ADU resources; and
4. Increase awareness of ADUs and their benefits to the Flagstaff community.

Staff will discuss the proposed program as well as background research findings.

Information:

ADUs are an excellent example of alignment among sustainability and housing goals. The City's Carbon Neutrality Plan and the 10-Year Housing Plan adopted by City Council in 2021 and 2022 both include strategies to increase the supply of ADUs. ADUs are smaller, more affordable housing units in existing neighborhoods with access to existing infrastructure and transportation networks. ADUs provide supplemental income, opportunities to downsize, and the opportunity for enhanced social connections. ADUs also offer lower utility bills due to their small size and provide an excellent opportunity to grow the stock of all-electric, energy-efficient housing in Flagstaff.

Staff started the ADU Model Plans Pilot Program development process by conducting research to better understand the most effective way to increase the supply of ADUs in Flagstaff during this initial pilot project. Specifically, research focused on Flagstaff residents' interests in living in ADUs, barriers to designing and building ADUs, what the City can do to make it easier to build an ADU, how the City can incentivize renting ADUs as long-term rentals, and learning from other cities with model plans libraries. This research was extensive and is described in detail in the 'Research Findings' section below.

Most importantly, this research identified several major barriers to ADU construction in Flagstaff, including: 1) construction costs, 2) city design standards, 3) design costs, 4) difficulties finding a designer, 5) navigating the City design and permitting process, and 6) City permitting fees. Based on these findings, staff determined that an ADU model plans library is the most effective way to address the largest number of barriers at this time. Staff will continue to explore other funding and programmatic options to further reduce barriers to ADU construction and increase the deployment of ADUs across the entire Flagstaff community.

Request for Informal Proposals (RFIP)

The City will invite design and construction professionals to submit design concepts for detached ADU model plans through an RFIP in late 2024. Winning designs will be displayed in an ADU model plans library on the City of Flagstaff website. The library will seek to make building an ADU more accessible to Flagstaff homeowners by reducing the time and costs to design an ADU and receive building permit approval.

The RFIP will focus on detached ADUs because it is most feasible to develop model plans for standalone structures. The RFIP will include specific criteria that all designs must meet, which staff anticipate will include:

- Compliance with the 2024 International Energy Conservation Code (IECC)
- All-electric construction (appliances and space/water conditioning must be all-electric)
- The primary heat source must be a cold-climate heat pump (down to -22 degrees) selected from the Flagstaff Sustainability Division's rebate program list
- Solar-ready construction, including designing where solar panels would go
- A full kitchen (sink, refrigerator, and permanent cooking appliance)
- Bathroom (sink, toilet, shower optional bathtub)
- Other required features to be determined

Applicants will be encouraged to submit innovative and creative designs that meet the Flagstaff community's diverse housing needs, offer lower construction costs, and incorporate additional energy and water efficiency to offer long-term utility savings for ADU occupants. The model plans may also allow for pre-approved customization options, which may provide the option to offer different iterations of the same plan (such as a studio, 1-, and 2-bedroom version). Exact parameters for customization will be finalized in consultation with the Building Safety section and other internal and external partners.

The City will build the pre-approved ADU model plans library in partnership with the Flagstaff community. The program is designed based on feedback from City partners, the Flagstaff community, and design and construction professionals. City staff is in the process of forming a model plan selection committee, which will be comprised of City staff and external partners, including representatives from the City's Housing, Sustainability, and Planning and Zoning Commissions, and other design and construction professionals. Staff has presented to the City Commissions listed above in addition to the Sustainability Division's Equity Climate Advisory Committee.

The selection committee will advise on design and selection criteria, and will ultimately select up to (10) winning designs. Winning designers will receive a monetary award. After the winning designs are selected, staff will conduct a community outreach and engagement campaign with support from community partners to raise awareness of the ADU model plans library. Staff plans to create an opportunity for the public to use social media to vote on their favorite design (a 'People's Choice Award') and that the winning design will receive an additional monetary award.

Concurrently, winning designers will be invited to submit full construction plans for building permit review. Staff will review the construction plans for compliance with building code and RFIP design criteria. Winners will receive the monetary award upon building plan approval. This project will also pay building plan review fees to the City's Building Safety section for winning designs to be certified as pre-approved model construction plans. A preview will be displayed in the online ADU model plans library once the plans are approved.

The designer will retain ownership of their plans and be allowed to charge a reasonable re-use or plan licensing fee for the public to use all plans displayed in the library. Staff anticipates the re-use or licensing fee will be capped, which may be tied to the number of bedrooms (such as a lower maximum fee for a studio and a higher maximum fee for a two-bedroom, for example). The fee will cover the designer's work with the client to fit and orient the design on the client's lot (and make sure the design works in the lot) and to navigate the building permit review and approval process. The capped re-use fees will apply to the model plans in the library only and will not apply to the plans if changes require them to be reviewed as custom plans. The maximum re-use or licensing fees for model plans will be determined prior to the issuance of the RFIP.

Once the model plans library goes live, Flagstaff community members will be able to preview the plans. The

building permit review process to use the ADU model plans will be designed to be shorter, less expensive, and easier to navigate than a custom plans review for the following reasons:

- Lower and more predictable design costs
- Lower building permit review fees and a shorter building permit review timeline
- Easier for the public to find a designer

The model plans in the library will be reviewed periodically for compliance with adopted codes and required design criteria for inclusion in the library; plans will be required to recertify as model plans as needed. City staff will also continue to build the ADU model plans library into a hub of helpful ADU information for the Flagstaff community, and grow the inventory of model plans either through future RFIPs or by opening up the library to any plans that meet required design criteria and can receive model plan approval.

Background Research

As discussed previously, the ADU Model Plans Pilot Program is being designed based on research and feedback from the Flagstaff community and design and construction professionals. Key findings related to ADU model plans are summarized below. This research included:

1. A community survey on the Flagstaff Community Forum from September -- October 2023. The survey received 357 responses. A summary of results from a Flagstaff Community Forum survey is also included as an attachment.
2. A targeted survey to Flagstaff design and construction professionals. The survey received 17 responses providing valuable feedback from local practitioners.
3. Eight in-depth interviews with Flagstaff design and construction professionals.
4. Online research on municipalities with existing and new ADU and model plans programs, including Tucson, Phoenix, and Yavapai County, AZ, Denver, CO, Los Angeles, CA, Eugene, OR, and others. This process also included interviews with staff from some of these organizations.

Key findings about ADU preferences, cost, and rationale:

- The most common reason people build an ADU is to earn additional rental income.
- More than two-thirds of ADU owners stated that rental income from their ADU helps them pay monthly homeownership costs, although they also use their ADUs to house extended family, as well as offer a place for guests to stay.
- Many owners built their ADUs to increase the housing supply in Flagstaff to help address Flagstaff's housing crisis.
- The survey also asked how much owners spent on their ADU; results ranged from \$50,000 to \$300,000.
- Almost 50% of single-family homeowner survey respondents without an ADU are interested in building one, but only 14% are likely to build one in the next 1-3 years. 68% of homeowners without an ADU would prefer to build a detached ADU.
- More than 50% of homeowners without an ADU said model plans would make it easier for them to build an ADU.
- Renters also prefer a detached ADU. The most common reasons for wanting to live in an ADU are an opportunity for cheaper rent, to live in a neighborhood they otherwise couldn't afford and/or is closer to downtown, NAU, or their place of work, and having a sense of community and companionship.

Key findings about barriers to building an ADU:

The cost of ADU construction was identified as the highest barrier to constructing an ADU by a large margin. Although construction costs are generally outside of the city's control, an ADU model plans library can help alleviate several of the other barriers identified in the survey. Common barriers are presented below:

- Barriers an ADU model plans library can help alleviate
 - Design costs
 - Finding someone to design an ADU
 - Navigating the city design and permitting process
 - City permitting fees
- *Barriers related to City Code

- Design standards, such as setbacks, height, ADU size, and trees and slopes
- Other barriers
 - Construction costs
 - Financing
 - Navigating the construction process
 - Homeowners' Association (HOA) standards that restrict ADUs
 - Supply chain issues
 - Utility connections and access issues
 - Neighborhood opposition to ADUs

*Arizona House Bill 2720 now requires all municipalities with a population of more than 75,000 people to comply with state ADU regulations. Proposed Zoning Code updates to comply with state legislation were brought to City Council in October 2024.

Key feedback from design professionals:

The design and construction professional survey respondents and interviewee were generally supportive of the city developing an ADU model plans library and had the following feedback:

- **The plan designer should retain ownership of their plans and be able to charge a reasonable fee for the use of their plans.** This process will allow the designer to work with the client to ensure the chosen ADU will fit on the site and is properly oriented. It will also allow for customizations and will help the client navigate the city review and permitting process.
- **ADUs are a great candidate for all-electric and energy-efficient construction because** construction costs are lower with no new natural gas infrastructure and it is easier to design an ADU without natural gas (building code requires more separation of natural gas-powered utilities, which can be difficult in a small space; for example, a gas water heater cannot be next to a bedroom).
- **It will be a good idea to provide pre-approved customization options in the plans, and clearly delineate what changes require the plans to be reviewed as custom plans.** Having pre-approved customization options for each plan set will increase the variety of plans available in the plans library and will ideally minimize the number of customizations the designer would need to make to pre-approved plans.
- **There will need to be a process to ensure a chosen ADU makes sense on someone's lot** because each lot is unique (slope, aspect, access, shade, etc.).
- **There should be opportunities for designers to submit model plans to the library in the future** if they're not able to submit plans in response to the initial RFIP.

Model Plans Libraries in Other Cities

ADU model plans libraries are growing in popularity as one of many tools cities can employ to increase housing supply and housing diversity. These libraries are intended to make it easier and cheaper for the public to build an ADU while also benefiting the designers who create the ADU model plans. Further, libraries can be designed according to the unique needs of each community; no two libraries are exactly the same.

Several cities and counties in Arizona and across the U.S. have model plans libraries, including ADU model plans libraries. These programs are in various stages of development; some programs were created several years ago while the City of Tucson held a design contest in early 2024, and the City of Phoenix in partnership with the American Institute of Architects (AIA) Phoenix Metro is currently holding a contest. Links are provided below to several model plans libraries.

1. City of Tucson: [ADUs in Tucson \(tucsonaz.gov\)](https://tucsonaz.gov)
2. City of Phoenix:
 - a. [AIA PHOENIX METRO \(aia-phoenixmetro.org\)](https://aia-phoenixmetro.org)
 - b. www.phoenix.gov/homeplans
3. Yavapai County: [A Home of My Own! Program - Yavapai, AZ \(yavapiaz.gov\)](https://yavapiaz.gov)
4. City of Los Angeles ADU Accelerator Program
 - a. Model Plans library: <https://ladbs.org/adu/standard-plan-program/approved-standard-plans>
 - b. FAQs about standard plans: <https://ladbs.org/adu/adu-faqs>

5. West Denver Single Family Plus (WDSF+) ADU Pilot Program: <https://www.mywdrc.org/adu-pilot-program>
6. Eugene, Oregon Pre-Approved Accessory Dwelling Unit (ADU) Plans Program: <https://www.eugene-or.gov/4707/Pre-Approved-ADU-Plans>
7. Napa, CA: Napa Sonoma ADU
 - a. <https://napasonomaadu.org/>
 - b. <https://plans.napasonomaadu.org/>

Attachments: Presentation

Accessory Dwelling Unit (ADU) Model Plans Pilot Program

Flagstaff City Council | October 15, 2024

Genevieve Pearthree, AICP | Resilience Analyst

Adriana Fisher | Housing Program Manager

Alena Crotty | Building Code Researcher





Presentation Outline

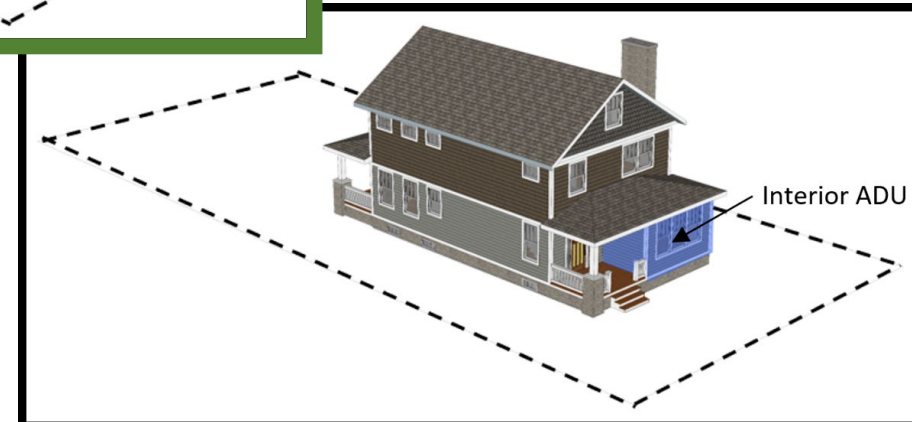
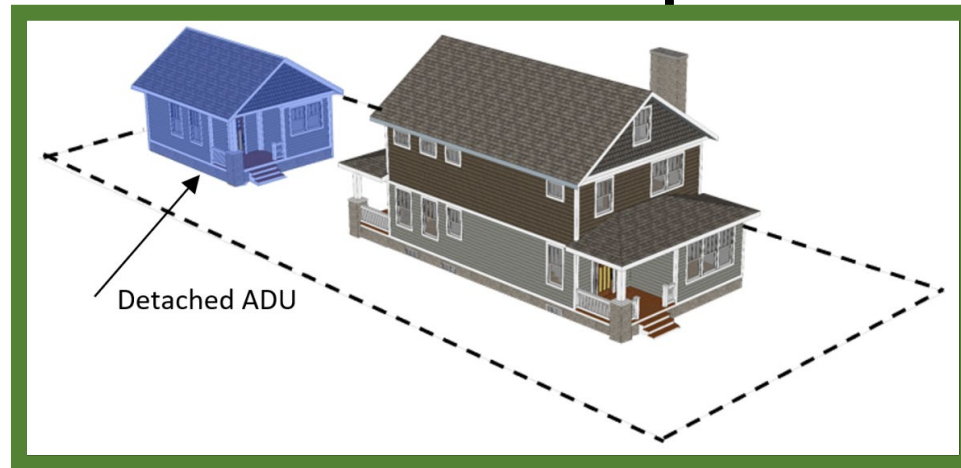
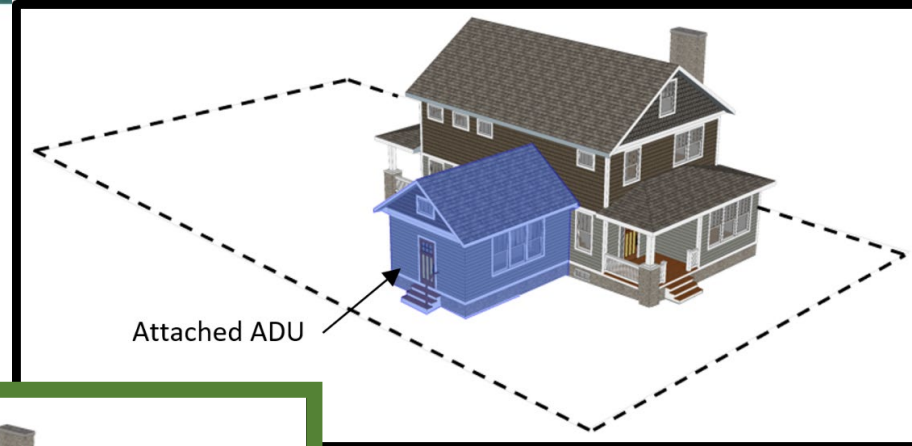
1. ADUs and adopted climate and housing goals
2. Background research
 - Survey and interview results
 - Example library: City of Tucson Casitas Model Plans
3. Request for Informal Proposals (RFIP)
4. Flagstaff ADU Model Plans Library
5. Next Steps
6. Questions and comments





Accessory Dwelling Units (ADUs)

- ADUs are a second and complete living space on a property that already has a single-family home
- In existing neighborhoods with access to existing infrastructure and transportation networks
- Supplemental income
- Smaller, more affordable (rent and utilities)
- Potential for improved social connections
- Opportunities for downsizing





Adopted Housing and Climate Goals

Goal in both plans: Create housing options for households at all income levels and family sizes occupied by local residents

Carbon Neutrality Plan

- DD-1.1: Incorporate more flexibility and appropriate density into residential neighborhoods, such as accessory dwelling units...and other housing options to provide more diverse and attainable housing opportunities, create vibrant neighborhoods, and decrease travel distances
- DD-1.4: Encourage the rapid development of carbon-neutral Accessory Dwelling Units (ADUs) to increase the housing stock
- HA-1.1: Incentivize the creation of affordable units through various programs and mechanisms

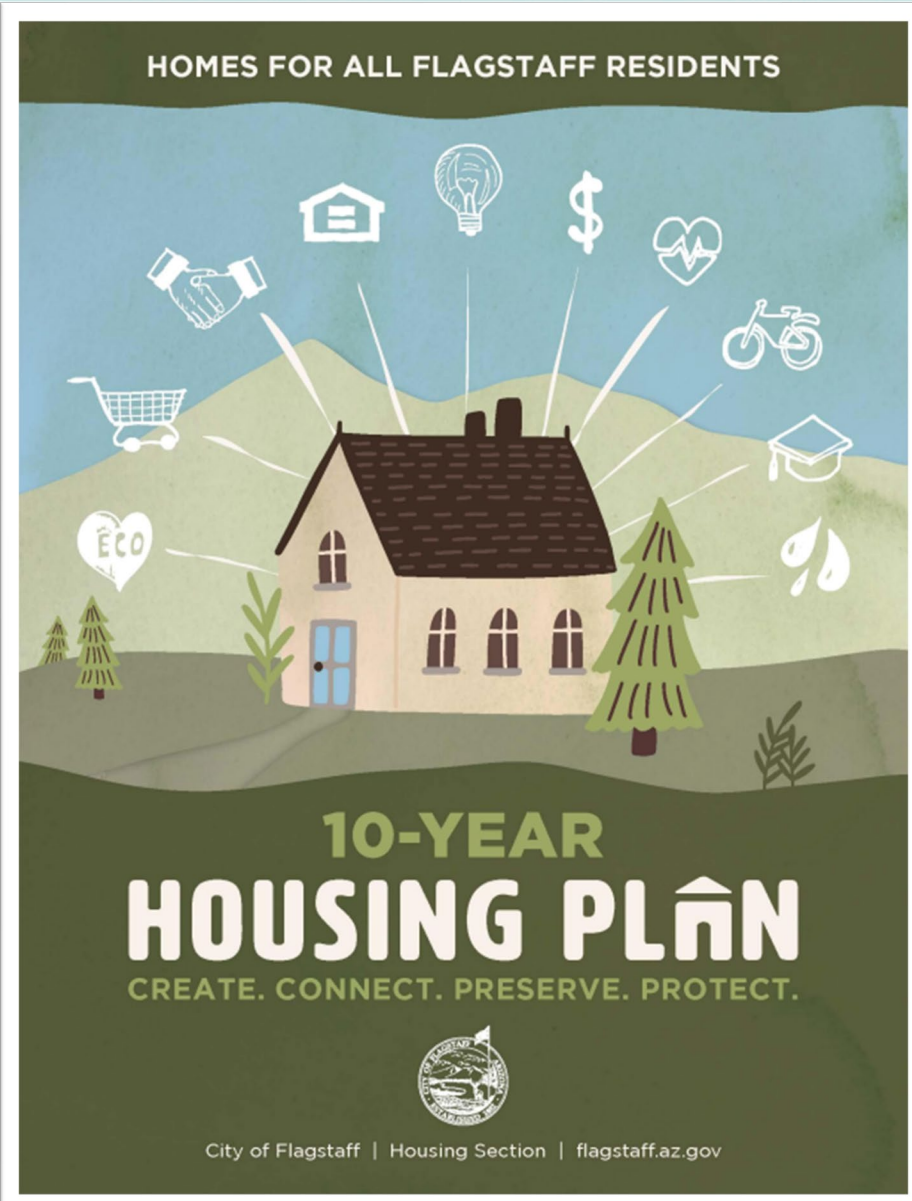


The Flagstaff Carbon Neutrality Plan

An evolving framework for action
Revised December 2022



10-Year Housing Plan Strategies



- **Create 5.6** – Pre-Approved Standard Plans
- **Create 5.7** – Net Zero Affordable Housing
- **Create 4.7** – Accessory Dwelling Unit (ADU) Standards



Evolution of Housing Focus

Affordable



Evolving to →

Supply





Who is being impacted?



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Background Research

1. **Community survey** on the Flagstaff Community Forum (September – October 2023)
2. **Targeted survey** for design and construction professionals
3. **In-depth interviews** with Flagstaff design and construction professionals
4. **Online research and interviews** with jurisdictions with ADU and other pre-approved model plans programs

Collaboration between Sustainability, Housing, Building Safety, Planning, and other City staff



Common Barriers to Building an ADU

Barriers related to city codes*	Barriers an ADU model plans library can help alleviate	Other barriers
<ul style="list-style-type: none">• City Zoning and other design standards• City parking standards	<ul style="list-style-type: none">• Cost of designing an ADU (drafting plans)• Finding someone to design an ADU• Navigating the city design and permitting process• City permitting fees	<ul style="list-style-type: none">• Cost of building an ADU• Ease of obtaining ADU financing• Navigating the construction process• Homeowners' Association (HOA) standards that restrict ADUs• Supply chain issues• Utility connections and access issues• Neighborhood opposition to ADUs

**Arizona House Bill 2720 now requires all municipalities with a population of more than 75,000 people to comply with state ADU regulations. Proposed Zoning Code updates to comply with state legislation were brought to City Council in October 2024.*



Flagstaff Community Survey Results

- ***Earn additional rental income is the most common reason to build an ADU***
 - 2/3 of ADU owner respondents say rental income helps cover homeownership costs
 - ADU leases alternate between long, medium, and short-term
 - Many built ADUs to increase the housing supply & address the housing crisis, and provide additional living space for household members, family, and friends to live or visit
- **50% of homeowner respondents w/ no ADU are interested in building one, but only 14% are likely to build one in the next 1-3 years**
 - 68% prefer a detached ADU
 - 50% say model plans would make it easier to build an ADU
- **Desire for many plan sets and different designs to meet diverse housing needs**



Design Professional Survey Findings

- General **support for model plans** if the **designer can retain ownership** and charge a fee for use of their plans
 - Allows the designer to work with the client to **ensure the ADU will fit** on the site and is properly oriented
 - Help the client **navigate the city building permit review** and approval process
- ADUs are a good candidate for **all-electric and energy-efficient construction** because of their small size
- Plans should include **pre-approved options** to minimize the need for custom plans





Model Plans Libraries in Other Cities

Many cities in Arizona and across the country utilize model ADU plan libraries

1. **City of Tucson:** [ADUs in Tucson \(tucsonaz.gov\)](http://tucsonaz.gov)
2. City of Phoenix:
 - a. [AIA PHOENIX METRO \(aia-phoenixmetro.org\)](http://aia-phoenixmetro.org)
 - b. www.phoenix.gov/homeplans
3. Yavapai County: [A Home of My Own! Program - Yavapai, AZ \(yavapaiaz.gov\)](http://yavapaiaz.gov)
4. City of Los Angeles ADU Accelerator Program
 - a. <https://ladbs.org/adu/standard-plan-program/approved-standard-plans>
 - b. <https://ladbs.org/adu/adu-faqs>
5. West Denver Single Family Plus (WDSF+) ADU Pilot Program: <https://www.mywdrc.org/adu-pilot-program>
6. Eugene, Oregon Pre-Approved Accessory Dwelling Unit (ADU) Plans Program: <https://www.eugene-or.gov/4707/Pre-Approved-ADU-Plans>
7. Napa, CA: Napa Sonoma ADU
 - a. <https://napasonomaadu.org/>
 - b. <https://plans.napasonomaadu.org/>



Tucson: Casitas Model Plan Library

[Source: Casita Model Plan Library | Casitas in Tucson \(tucsonaz.gov\)](#)



Detached Sonoran ADU

- **Silva & Havens**
- Logan Havens
- Studio / 1B 459 SF
- 1BD / 1 BA 646 SF

Detached Sonoran ADU is a contemporary representation of historic Tucson architecture. It uses similar methods and philosophies of our oldest structures but is based on current materials and processes. It is heavily insulated, all-electric, accessible, uncomplicated, and designed to last generations.

Contact

Design Details



ROOST

- **Urban Infill Project**
- Valerie Lane
- Studio / 1B 436 SF
- 1 BD / 1 BA 623 SF
- 2 BD / 1 BA 768 SF

Welcome to the ROOST—crafted for narrow spaces, blending sleek design with accessibility. Customize your style, build effortlessly with local partnerships, and embrace sustainability. The ROOST adapts, making smart living stylish in any space!

Contact

Design Details



Tucson Casita

- **Scott Neeley Architecture LLC**
- Scott Neeley
- 1 BD / 1 BA
- 576 SF

Tucson Casita features a simple, elegant form adaptable to many sites, wood framing for ease of construction, a stucco exterior and metal roofing that echo traditional Sonoran houses, an efficient one-bedroom floor plan, a light-filled interior, covered porch and patio for indoor-outdoor living, and a highly energy-efficient design.

Contact

Design Details



Tucson: Casitas Model Plan Library



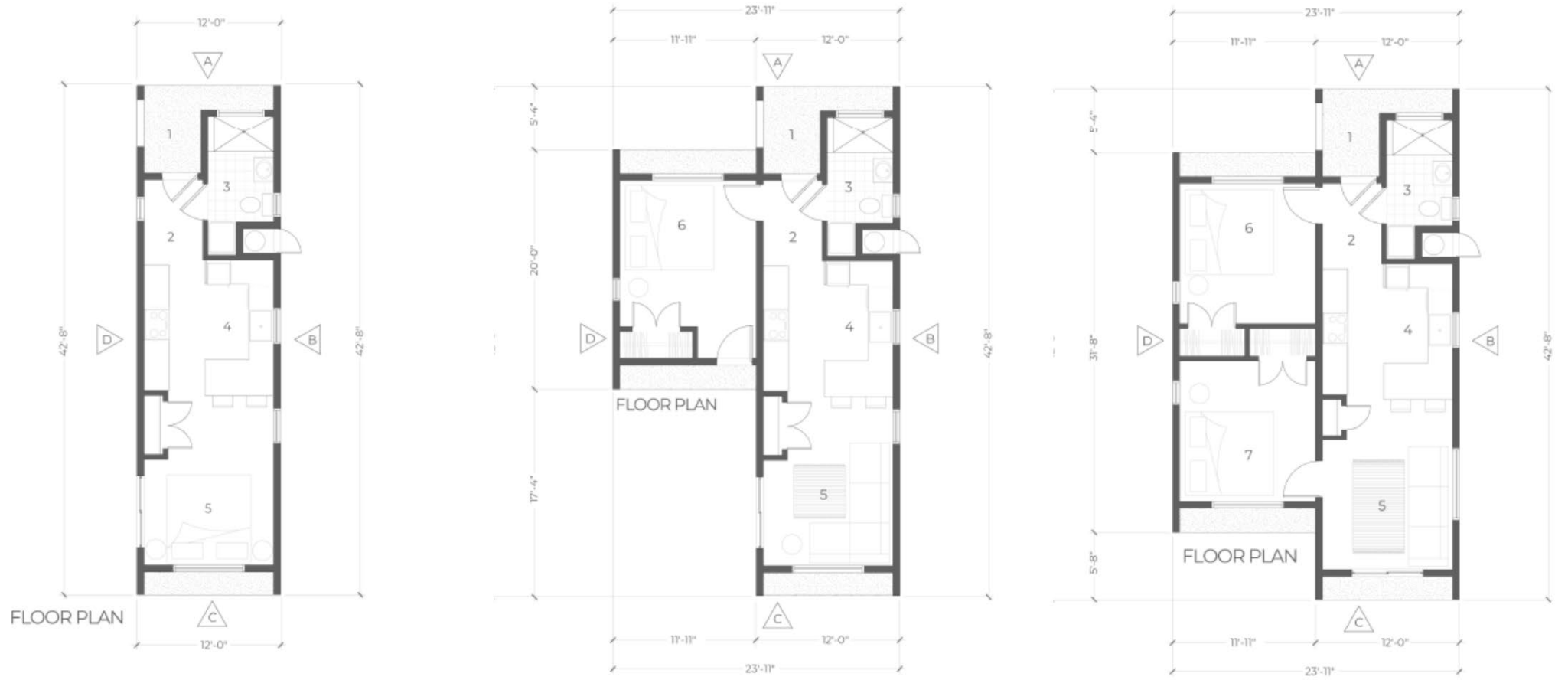
[Source: Casita Model Plan Library | Casitas in Tucson \(tucsonaz.gov\)](https://tucsonaz.gov)





Tucson: Casitas Model Plan Library

[Source: Casita Model Plan Library | Casitas in Tucson \(tucsonaz.gov\)](http://tucsonaz.gov)





ADU Model Plans Program Goals



- 1. Create an ADU Model Plans Library** to host a growing inventory of pre-approved all-electric and energy-efficient ADU model plans
- 2. Increase awareness of ADUs** and their benefits to the Flagstaff community
- 3. Grow the supply of ADUs** in Flagstaff by simplifying the process and reducing the costs to design and permit ADUs
- 4. Connect interested homeowners** with design professionals and other ADU resources





Benefits of an ADU Model Plans library

Community

1. Lower and more predictable design costs
2. Lower building permit review fees
3. Public can preview plans for free
4. Easier to find a designer

**Easier and cheaper to build an ADU
>>> more ADUs in Flagstaff**

Designers

1. Benefit from reusing plans in different locations
2. Retain ownership of their plans and are compensated when plans are used
3. Lower time commitment to use plans can allow designers to work with more clients
4. Ensures design fits on the site and helps navigate building permit review



RFIP – Request for Informal Proposals



- **Open in October/November 2024**
- Selection Committee (City staff & external partners) will choose **up to 10 winning designs**
- Winners will **submit full construction plans in early 2025** for building plan review (will receive \$ award upon approval)
- **Separate outreach campaign** after RFIP to raise awareness of ADU model plans library
 - The public can select a favorite plan through social media (**'People's Choice award'**)
 - Winning design will receive an additional \$ award
- **Library will go live by June 2025**





Potential RFIP Design Requirements

- Compliance with the 2024 International Energy Conservation Code (IECC)
- All-electric construction (appliances and space/water heating and cooling)
- Primary heat source must be a cold-climate heat pump (down to -22 degrees) selected from the Flagstaff Sustainability Division's rebate program list
- Solar-ready construction, including designing where solar panels would go
- Full kitchen (sink, refrigerator, and permanent cooking appliance)
- Bathroom (sink, toilet, shower, optional bathtub)
- Other required features to be determined

Applicants will be encouraged to submit innovative and creative designs to meet Flagstaff's diverse housing needs, offer lower construction costs, and incorporate additional energy and water efficiency features



Flagstaff ADU Model Plans library

- **Preview of winning designs will be displayed in an online ADU model plans library hosted on the City's website**
- Public can **browse a plans preview** on website
 - Contact the designer to access full plans
- **Designers retain ownership** of plans and can charge a re-use or licensing fee (to be capped)
 - Will cover designer's work to ensure plans fit on the lot and help the client get through building permit review and approval





Next Steps

1. **Finalize design requirements**, selection criteria, selection committee, etc.
2. **Open RFIP** to invite design and construction professionals to submit detached ADU designs
3. **Select designs** (selection committee comprised of design and construction professionals, community partners, city staff)
4. **Public outreach campaign** and social media vote for favorite plan
5. Winners **submit full construction documents** for model plan pre-approval
6. **Plans are uploaded into the ADU model plans library**
7. The **public will be able to view and select plans**, and then work with the designer to submit a building permit to use the plans
8. **Program evaluation**

Comments?

Questions?

Genevieve.Pearthree@flagstaffaz.gov



Image credit: Accessory Dwelling Unit by Sightline Institute is licensed under CC BY 2.0