CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
DECEMBER 3, 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.

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1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. OPEN CALL TO THE PUBLIC

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

the Public.

If you wish to address the Council in person at today's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Open Call to the Public and Public Comment. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. COUNCIL LIAISON REPORTS

6. APPOINTMENTS

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

A. **Consideration of Appointments:** Indigenous Commission

STAFF RECOMMENDED ACTION:

1. Make one appointment to term expiring in December 2026.
2. Make two appointments to terms expiring in December 2027.

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

STAFF RECOMMENDED ACTION:

1. Make two appointments for terms expiring December 2027.

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

STAFF RECOMMENDED ACTION:

1. Make one appointment to a term expiring December 2025.
2. Make one appointment to a term expiring December 2026.
3. Make two appointments to terms expiring December 2027.

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

STAFF RECOMMENDED ACTION:

1. Make three appointments to terms expiring January 2028.

E. **Consideration of Appointments:** Open Space Commission.

STAFF RECOMMENDED ACTION:

1. Make one appointment to a term expiring April 2027.

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:** Arti Patel, "Days Inn", 2735 S Woodlands Village Blvd, Series 11 (Hotel/Motel), 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 Ratification:** Letter of Support for Arizona Public Service Company's ("APS") SAGUARO Program.

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of support.

B. **Consideration and Approval:** Letter of Support for the Funding of the Pioneer Museum and Arizona Historical Society FY2026 Budget.

STAFF RECOMMENDED ACTION:

Approve the letter of support.

C. **Consideration and Approval of Contract:** B2B Direct Sales, Inc. dba The HVAC Company and the City of Flagstaff for the purchase of an HVAC unit for the Aquaplex.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract between the B2B Direct Sales, Inc. dba The HVAC Company and the City of Flagstaff to purchase a 35 ton Trane TCD420 air conditioning unit in the amount not exceed $171,988.33; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Purchase of (75) Police Patrol Rifles and accompanying accessories/equipment from Cats Arms LLC dba Sionics Weapon Systems, in an amount not to exceed $178,999.55, for the Flagstaff Police Department.

STAFF RECOMMENDED ACTION:

1. Approve the Purchase Contract with Cats Arms LLC dba Sionics Weapon Systems, in an amount not to exceed $178,999.55, for Police Patrol Rifles for the Flagstaff Police Department; and
2. Authorize the City Manager to execute all necessary documents.

E. **Consideration and Approval of Contract:** Approval the contract amendment to the Professional Services Contract with Terros Health to include Emergency Medical Care Technicians in the operations of the Community Alliance, Response & Engagement (CARE) Unit

STAFF RECOMMENDED ACTION:

1. Approve the contract amendment to Terros Health for the inclusion of Emergency Medical Care Technicians in the CARE Unit contract.
2. Authorize the City Manager to execute all necessary documents.

F. **Consideration and Approval of Settlement:** City of Flagstaff vs Arizona Materials Properties, LLC et al

STAFF RECOMMENDED ACTION:

1. Approve global settlement of the pending condemnation proceeding and claims for relocation benefits under the Uniform Relocation Act related to acquisition of property owned by Arizona Materials Properties, LLC, pursuant to the terms discussed in Executive Session subject to City Attorney approval of final form of document; and
2. Authorize and direct the City Manager and/or City Attorney to execute all documents and take other actions as are necessary to finalize the global settlement.

G. **Consideration and Approval of Contract:** Ratification of expenditures with Stantec Consulting Services, Inc. for additional services in the amount of $128,134 and approval of the First Amendment for a total contract amount of $340,000.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the contract with Stantec Consulting Services, Inc. in the amount of $128,134; and
2. Authorize the City Manager to execute the necessary documents.

H. **Consideration and Approval of Contract:** Cooperative Purchase Contract with ExerPlay, Inc. for the Mobile Haven Park and Smokerise Park playground replacement in the amount of $165,603.33

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of $165,603.33 with ExerPlay, Inc. replacing the aged playgrounds with new playgrounds as a turnkey project through the 1GPA Cooperative Purchasing Agreement #23-07P-04; and
2. Authorize the City Manager to execute the necessary documents.

I. **Consideration and Approval of Contract:** Fifth Amendment to the Construction Manager at Risk (CMAR) Construction Services Agreement with Eagle Mountain Construction, Inc. for the Spruce Wash Flood Mitigation Suite of Projects to add Guaranteed Maximum Price (GMP) 5.

STAFF RECOMMENDED ACTION:

1. Approve the Fifth Amendment to the CMAR Construction Services Agreement with Eagle Mountain Construction, Inc. for the Spruce Wash Mitigation Suite of Projects to include GMP 5 in the amount of $7,988,896.61 and adding 0 days to the contract duration; and
2. Approve an Owner's Contingency of $75,000.00, which is approximately 1% of GMP 5; and
3. Authorize the City Manager to execute the necessary documents.

9. ROUTINE ITEMS

A. **Consideration and Adoption of Resolution No. 2024-45 and Ordinance No. 2024-28:** 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-24-00009 - Subdivision Process" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code Title 11, General Plans and Subdivisions.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-45
2. Read Ordinance No. 2024-28 by title only for the final time
3. City Clerk reads Ordinance No. 2024-28 by title only (if approved above)
4. Adopt Ordinance No. 2024-28

B. **Consideration and Adoption of Ordinance No. 2024-27:** An ordinance of the City Council of the City of Flagstaff, authorizing the exchange of real property of substantially equal value, with property owner Gary S. Christensen M.D.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-27 by title only for the final time
2. City Clerk reads Ordinance No. 2024-27 by title only (if approved above)
3. Adopt Ordinance No. 2024-27

C. **Consideration and Adoption of Ordinance No. 2024-29:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 13.96 acres of real property located at 4631 S Lake Mary Road, from the Estate Residential (ER) zone with a Resource Protection Overlay (RPO) to the High Density Residential (HR) zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-29 by title only for the final time
2. City Clerk reads Ordinance No. 2024-29 by title only (if approved above)
3. Adopt Ordinance No. 2024-29

D. **Consideration and Adoption of Resolution No. 2024-46:** A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the Lake Mary Housing Development Agreement between the City of Flagstaff and Flagstaff OZ Ventures, LLC. related to the development of approximately 13.96 acres of real property generally located at 4631 South Lake Mary Road and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-46 by title only
2. City Clerk reads Resolution No.2024-46 by title only (if approved above)
3. Adopt Resolution No. 2024-46

E. **Consideration and Approval:** Change Order 2 with Eagle Mountain Construction for the Beulah/University Realignment Project

STAFF RECOMMENDED ACTION:

1. Approve Change Order 2 for with Eagle Mountain Construction for $390,173.15 and 20 additional calendar days to the contract period.
2. Authorize the City Manager to execute the necessary documents.

10. PUBLIC HEARING ITEMS

1. Open the Public Hearing
2. Presentations (Staff and/or Applicant)
3. Council Questions
4. Public Comment
5. Close the Public Hearing
6. Council Deliberation and Action

A. **Public Hearing:** FY 2020 and FY2022 Biennial Development Impact Fee Audits

STAFF RECOMMENDED ACTION:

1. Open the Public Hearing
2. Take Public Comment
3. Close the Public Hearing

11. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2024-47:** A resolution of the Flagstaff City Council, approving the adoption of the 2024 City of Flagstaff Forest Management Plan.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-47 by title only
2. City Clerk reads Resolution No. 2024-47 by title only (if approved above)
3. Adopt Resolution No. 2024-47

B. **Consideration and Adoption of Resolution No. 2024-49:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Arizona Department of Public safety and the City of Flagstaff for Law Enforcement Retention Initiatives Funding.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-49 by title only
2. City Clerk reads Resolution No. 2024-49 by title only (if approved above)
3. Adopt Resolution No. 2024-49

C. **Consideration and Adoption of Resolution No. 2024-50:** A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the development agreement with Little America Hotels and Resorts, LLC ("Little America") for construction of the John Wesley Powell (JWP) extension across Little America property.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-50 by title only
2. City Clerk reads Resolution No. 2024-50 by title only (if approved above)
3. Adopt Resolution No. 2024-50

D. **Consideration and Adoption of Resolution No. 2024-51:** A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the development agreement with JP325, LLC ("JP325"), STL405, LLC ("STL405"), and Kelly J. Gibson and Christy R. Gibson ("Gibson") for construction of the John Wesley Powell extension.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-51 by title only
2. City Clerk reads Resolution No. 2024-51 by title only (if approved above)
3. Adopt Resolution No. 2024-51

E. **Consideration and Adoption of Resolution No. 2024-52:** A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the First Amendment to the Canyon Del Rio Development Agreement.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-52 by title only
2. City Clerk reads Resolution No. 2024-52 by title only (if approved above)
3. Adopt Resolution No. 2024-52

12. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition titled "Miranda Sweet Conflict of Interest"

STAFF RECOMMENDED ACTION:

Council Direction

13. OPEN CALL TO THE PUBLIC

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

15. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2024.

_____
Stacy Saltzburg, MMC, City Clerk

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

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, City Clerk Temp

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration of Appointments: Indigenous Commission

STAFF RECOMMENDED ACTION:

1. Make one appointment to term expiring in December 2026.
2. Make two appointments to terms expiring in December 2027.

Executive Summary:

The Indigenous Commission consists of seven (7) voting members and three (3) ex-officio (non-voting) members from the Indigenous Peoples Advisory Council appointed by the City Council in accordance with a Memorandum of Understanding between the City of Flagstaff and the Coconino County Indigenous Peoples Advisory Council. Members must have a tribal affiliation as enrolled members of a tribe/nation recognized by the federal and/or state governments. Members will have interest in the issues presented in the Strategic Plan as presented to City Council by the Coordinator for Indigenous Initiatives. The Commission serves as an advisory board to City Council; makes recommendations with respect to certain policies, needs, issues, and methods in promoting the Strategic Plan and Recommendations accepted by City Council; and furnish the City Council with information through the Coordinator for Indigenous Initiatives.

The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment.

There are five (5) applications on file for voting members. The applications are as follows:

- Cherylee Francis (new applicant)
- Crecinda Koiyaquaptewa (new applicant)
- Mowana Lomaomvaya (new applicant)
- Nathaniel Smallcanyon (new applicant)
- Darrell Marks (reappointment applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember McCarthy, Councilmember Matthews, and Councilmember House

Financial Impact:

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

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Appoint three Commissioners: By appointing members at this time, the Indigenous Commission will have one additional ex-officio seat available, this still allows the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Indigenous Commission Authority

CHAPTER 2-26
INDIGENOUS COMMISSION

2-26-001-0001 CREATION OF COMMISSION

An Indigenous Commission is hereby created.

2-26-001-0002 MEMBERS AND OFFICERS

The Indigenous Commission shall have seven (7) voting members appointed by the City Council and three (3) ex-officio (non-voting) members from the Indigenous Peoples Advisory Council appointed by the City Council in accordance with a Memorandum of Understanding between the City of Flagstaff and the Coconino County Indigenous Peoples Advisory Council. All voting members shall reside within the Flagstaff City limits.

A. Members must have a tribal affiliation as enrolled members of a tribe/nation recognized by the federal and/or state governments. Members will have interest in the issues presented in the Strategic Plan as presented to City Council by the Coordinator for Indigenous Initiatives.

2-26-001-0003 TERMS OF OFFICE

A. Terms shall be for three years except for the first appointments to create staggered terms. The City Council shall appoint three members for three (3) year term, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.
B. The City Council will make every effort to recruit and appoint those individuals that represent the diverse Indigenous population of Flagstaff and who have demonstrated an interest in the recommendations as directed at the October 10, 2017 City Council meeting by the Indigenous Circle of Flagstaff.
C. Two (2) Co–Chairpersons from among the seven (7) voting members shall be selected by a majority vote of those members at a meeting called for that purpose.

2-26-001-0004 PURPOSE AND DUTIES

A. The Indigenous Commission serves as an advisory board to City Council, makes recommendations with respect to certain policies, needs, issues, and methods in promoting the Strategic Plan and Recommendations accepted by City Council and furnishes the City Council with information through the Coordinator for Indigenous Initiatives.

B. The duties of the Indigenous Commission shall include:

1. Fostering mutual understanding, respect and awareness among all citizens within the City of Flagstaff; recognizing the different economic, cultural, social, racial, religious and ethnic groups within the City; cooperating in the development of educational programs dedicated to improvement of community relations with and to enlist the support of various groups to foster understanding of strategic plan.
2. Developing recommendations for the Mayor and City Council to assist in developing certain policies required to respond to the concerns and needs of those in the community and on the Commission in the promotion of strategic plan.
3. Advising and assisting the City Council on ways to educate the community and

developing ways to disseminate such information through surveys, studies, forums, workshops, brochures or other events.

4. Developing and providing public forums for identifying and discussing issues of interest relating to the area of Indigenous related awareness.
5. Acting as an information or referral group to assist individuals, organizations and employers in an effort to aid the community towards greater understanding and respect for diversity awareness among all individuals.

C. The Indigenous Commission shall not advise or make recommendations to the City Council regarding:

1. Any litigation involving any Indigenous peoples or tribes.
2. Any water matters or issues.
3. Any land matters or issues.

C. Strategic Plan and Recommendations:

1. Visibility: To build visibility of Indigenous presence and contributions through public art, street and place names, public advertising, and possible support for a Flagstaff Powwow.
2. Economic Inclusion: Finance and promote a study to quantify Indigenous contribution to Flagstaff's economy. Create a directory of and promote Indigenous-owned businesses in Flagstaff. Feasibility study for a public marketplace for Indigenous artists.
3. Community Cultural Center: Develop a vision statement, and to identify a location, administrative structure, and funding partners for an Indigenous Community Cultural Center. This is the costliest of the recommendations and also the most frequently articulated.
4. Education: Work with Flagstaff Unified School District to support expanded curricula and staff training on Indigenous histories, cultures, and contributions.
5. Public Safety and Criminal Justice: Work with Police, Fire Departments and the Courts to include conversations and input on public safety.
6. Wellness: Take initiative in identifying, assisting, and supporting Indigenous organizations to build culturally grounded resources for the treatment of intergenerational trauma and other sources of damage expressed by means of substance abuse, homelessness, domestic violence, and suicide. Including positive programs such as Indigenous community gardens and youth-elder programs ideally based within Community Cultural Center. Explore ways to show consideration and respect for lands that are revered, beloved, and sacred for Indigenous people. This is a paramount issue of physical, mental, and spiritual health for the Indigenous people of Flagstaff.
7. Housing: Work with Indigenous organizations to further support affordable housing for Indigenous people. Identify and recommend ways the City can ease the burden of Flagstaff's restrictive price levels for housing and utilities.
8. Transportation: Explore solutions to regional transportation deficits that place particular obstacles in the path of Native Indigenous people who travel between the City and nearby homes or additional family homes for work, shopping, family connections, and health services.

2-26-001-0005 MEETINGS; ATTENDANCE

A. The Commission shall hold regular meetings at such dates and times as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice as properly posted under Arizona Open Meeting laws.

B. The Indigenous Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of four (4) voting members of the Commission.

C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2019-38 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, City Clerk Temp

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration of Appointments: Planning and Zoning Commission

STAFF RECOMMENDED ACTION:

1. Make two appointments for terms expiring December 2027.

Executive Summary:

The Planning and Zoning Commission consists of seven members, and serves as an advisory board to the Council on matters relating to the growth and physical development of the City. The Commission also conducts hearings on amendments to the Zoning Map, tentative subdivision plats, and Development Review Board appeals.

The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment.

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

- Joshua Maher (new applicant)
- Stephanie Weiner (new applicant)
- Carole Mandino (reappointment applicant)
- Mary Norton (reappointment applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Matthews and Councilmember Sweet

Financial Impact:

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

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Appoint two Commissioners: By appointing members at this time, the Planning and Zoning Commission will have one additional seat available to be filled by Vice Mayor Aslan on 12/10/2024, this still allows the group to meet and provide recommendations to the City Council.

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

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Planning and Zoning Authority

CHAPTER 2-01
PLANNING AND ZONING COMMISSION

SECTIONS:

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

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

2-01-001-0001 CREATION OF COMMISSION

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

2-01-001-0002 INTENT AND PURPOSE

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

2-01-001-0003 MEMBERSHIP

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

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

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

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

2-01-001-0004 MEETINGS

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

2-01-001-0005 DUTIES AND FUNCTIONS

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

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

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

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

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

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

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

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

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

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

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

20.40.050 (Conditional Use Permits).

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, City Clerk Temp

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration of Appointments: Water Commission

STAFF RECOMMENDED ACTION:

1. Make one appointment to a term expiring December 2025.
2. Make one appointment to a term expiring December 2026.
3. Make two appointments to terms expiring December 2027.

Executive Summary:

The Water Commission consists of seven citizens and a representative from the Planning and Zoning Commission. It reviews extensions of the water and sewer collection systems, treatment and use of water furnished by the City, treatment and disposal of the City's sewage system effluent, and water/sewer rates.

The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment.

There are six applications on file and they are as follows:

- Donald Bills (current commissioner)
- Haley Paul (new application)
- Karen Modesto (new application)
- Karin Wadsack (new application)
- Matthew Garcia(new application)
- Ron Doba (new application)

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

Council Appointment Assignment: Councilmember Sweet, Councilmember McCarthy, Councilmember Harris, and Mayor Daggett.

Financial Impact:

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

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Appoint four Commissioners: By appointing members at this time, the Water Commission will have one additional seat available to be filled by Vice Mayor Aslan on 12/10/2024, this still allows the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Water Commission Authority

CHAPTER 2-04
WATER COMMISSION

SECTIONS:

2-04-001-0001 PURPOSE AND EFFECT:
2-04-001-0002 DEFINITIONS
2-04-001-0003 DECLARATION OF POLICY
2-04-001-0004 WATER COMMISSION
2-04-001-0005 OFFICERS OF THE COMMISSION
2-04-001-0006 MEETINGS
2-04-001-0007 APPLICATION; PROCEDURE FOR
2-04-001-0008 ACTION ON APPLICATION
2-04-001-0009 EXTENSION OF URBAN SERVICE BOUNDARY
2-04-001-0010 CHANGES IN WATER, SEWER, RECLAMATION SYSTEM
2-04-001-0011 INVESTIGATIONS

2-04-001-0001 PURPOSE AND EFFECT:

The provisions of this Chapter shall be deemed to be the minimum requirements for the promotion of public health, safety, convenience and public welfare. These provisions shall govern whenever they are more stringent than any other statute, provision of this Code, legal covenant, agreement or contract, but shall not abrogate any other requirement which is more stringent or restrictive than the provisions of this Chapter.

2-04-001-0002 DEFINITIONS:

Whenever any of the following words are used in this Chapter, they shall have the meaning herein ascribed to them:

BUSINESS USE: The use of water which is primarily for business or commercial purposes, including the occasional furnishing of water to travelers or tourists by hotels, motels or other owners of places of public convenience.

COMMISSION: The Commission as designated and established by this Chapter.

COUNCIL: The Council of the City of Flagstaff.

RECLAIMED WASTEWATER: The treated effluent which is the product of the municipal wastewater system, which although not suitable for human consumption, may be used for certain industrial or commercial purposes. (Ord. 1789, 01/05/93)

RESIDENTIAL USE: The use of water which is primarily for the persons and property residing in a building or a portion thereof designed to be occupied as an abode. (Ord. 447, 8-26-58)

STORMWATER RUNOFF: The direct response of a watershed or drainage area to precipitation from a storm event and/or snowmelt and includes surface and subsurface runoff or drainage

that enters a watercourse, street, storm drain or other concentrated flow during and following precipitation.

SEWER SYSTEM: All the facilities within and without the City required or convenient for the collection and treatment of sewage including the disposal, recycling or utilization of the resulting effluent by the City, within or without the corporate limits. (Ord. 980, 12-7-76)

STORMWATER MANAGEMENT DESIGN MANUAL: A manual of technical hydrologic and hydraulic calculations and computations by which all designs of stormwater facilities shall adhere.

STORMWATER MASTER PLAN: A comprehensive plan for all city watercourses that sets forth necessary plans and improvements to improve or mitigate the effects of flooding throughout the community.

STORMWATER QUALITY PROGRAM: A program that involves best management practices that result in an improvement to stormwater quality and that includes the National Pollutant Discharge Eliminations System (NPDES) as mandated United States Environmental Protection Agency (USEPA) and other improvements as may be necessary and approved by the Council.

STORMWATER MANAGEMENT ACTIVITIES: All activities associated with the Stormwater Management Design Manual, the Stormwater Master Plan, the City's Stormwater Quality Program, and the National Flood Insurance Program (NFIP).

URBAN SERVICE BOUNDARY: The boundary established by the City Council that surrounds vacant land areas bypassed by urban growth and immediately adjacent to urban growth that can be most efficiently and effectively provided facilities and services by the City. (Ord. 1789, 01/05/93)

WATER SYSTEM: All the facilities within and without the City required or convenient for the production and distribution of water by the City within or without the corporate limits. (Ord. 447, 8-26-58)

(Ord. No. 1789, Amended, 01/05/93)

2-04-001-0003 DECLARATION OF POLICY:

The Mayor and Council of the City declare that one of the most important duties of the City is to furnish its citizens with water, to collect, treat and dispose of sewage, to reclaim and distribute wastewater, and to develop and implement and effective stormwater management program. It is further declared that production and distribution of water, and collection, treatment, reclamation and disposal of sewage, and management of stormwater within and without its corporate limits requires special investigation and sound recommendations. In order to insure these objectives, both from the standpoint of economy and convenience, a Commission is required to investigate extensions, and priority of extensions, of the water, sewer, and reclaimed wastewater systems; the use and priority of use of water furnished by the City; the treatment, reclamation, and ultimate disposal of the resultant effluent of the sewage system of the City; the management of

stormwater; and make appropriate recommendations. (Ord. 1789, Amended, 01/05/1993; Ord. 2009-08, Amended, 03/03/2009)

2-04-001-0004 WATER COMMISSION:

There is hereby established a Water Commission. There shall be seven (7) voting members of said Commission, who shall consist of:

A. Seven (7) voting members to be appointed by the Council of the City, who shall serve for three (3) year terms on a staggered basis.

B. The Chair of the Planning and Zoning Commission, or a member of the Planning and Zoning Commission, to serve as a nonvoting member during his or her term of office.

C. Repealed by Ord. 2014-28.

D. Membership on the Commission shall terminate if any member has two (2) consecutive unexcused absences. The Chair shall determine, prior to any meeting, if a member's absence is excusable. (Ord. 1789, Amended, 01/05/1993; Ord. 1926, Amended, 12/17/1996; Ord. 2007-12, Amended, 02/06/2007; Ord. 2009-08, Amended, 03/03/2009; Ord. 2014-28, Amended, 11/18/2014)

2-04-001-0005 OFFICERS OF THE COMMISSION:

A. Ex-Officio Members: The following persons shall be ex- officio members of the Commission, but shall have no vote:

The City Manager;

The City Attorney;

The City Engineer;

The City Utilities Director; and

The Coconino County Manager or designated representative.

B. At the first meeting held in any calendar year, the members of the Commission shall elect a Chair and a Vice Chair from among its voting members. (Ord. 1789, Amended, 01/05/1993; Ord. 2009-08, Amended, 03/03/2009)

2-04-001-0006 MEETINGS:

The meetings of the Commission shall be held at the time and place adopted for the regular monthly meetings of the Commission.

Meetings shall be conducted in accordance with the Board and Commission Members' Rules and Operations Manual adopted by resolution of the Flagstaff City Council, and in compliance with all other local, State, and Federal laws.

A quorum shall consist of four (4) voting members of the Commission. (Ord. 1789, 01/05/93; Ord. 2007-12, Amended 02/06/2007; Ord. 2009-08, Amended, 03/03/09; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

2-04-001-0007 APPLICATION; PROCEDURE FOR:

Any person, corporation or association desiring a water connection or tap, reclaimed wastewater connection, or sewer connection outside the limits of the City shall first apply to the Commission for such connection or tap. The application shall be in writing and shall be filed with the Clerk of the City, who shall forthwith submit it to the Commission or to a person designated by the Commission to receive the same. The Commission shall thereupon, at the next regular or special meeting called for the purpose, consider the application and may, in its sole discretion, require a public hearing before granting said application. In the event that a public hearing is thus required, notice thereof shall be given in writing to those persons designated by the Commission and notice containing the time, place and purpose of the meeting shall be published at least once in the official newspaper of the City, which publication shall be at least five (5) days prior to the time set for such hearing. At such hearing, the Commission may hear such testimony as it may deem advisable and may, at its discretion, permit cross-examination of the applicant and other witnesses by any party interested; however, the scope of the cross-examination shall at all times be discretionary with the Chairman of the Commission.

After any hearing provided by this Section, the Commission shall, within five (5) days thereafter, advise the Mayor and Council, in writing, of the nature of the application, whether a public hearing was held and the recommendations of the Commission on said application.

With the consent of the Mayor and Council, the Commission may give the City Manager or his or her designee authority within a prescribed area and within prescribed limits to allow water connections, sewer connections, and reclaimed wastewater connections for business and residential uses; provided, however, that such uses are in accordance with the regulations theretofore adopted by the Commission or Council. (Ord. 1789, 01/05/93)

(Ord. No. 1789, Amended, 01/05/93; Ord. No. 2009-08, Amended, 03/03/09)

(See Title 7, Chapter 3 of this City Code for additional water regulations.)

2-04-001-0008 ACTION ON APPLICATION:

After receipt of the application and the action thereon as provided in the preceding Section, the Council shall consider recommendations of the Commission at its next regular meeting, or at such meeting as may be determined by the Mayor and Council, whether regular or special, but in any event the application shall be acted upon not later than thirty (30) days after receipt of the recommendations of the Commission by the Mayor and Council. The Council may thereupon grant or reject the application and may provide such hearing or hearings as the Mayor and Council may, in their sole discretion, determine and shall give such notice of such hearing as may be determined to be advisable or convenient. (Ord. 244, Amended 8-26-58; Ord. 1541, Amended 1-5-88)

2-04-001-0009 EXTENSION OF URBAN SERVICE BOUNDARY:

Any application for a water or sewer connection to serve a business, residence, or development in an area which would require an extension of the Urban Service Boundary, whether within or without the corporate limits of the City, shall be considered by the Water Commission and the recommendation of the Commission shall be forwarded to the Planning and Zoning Commission and the City Council. Impact on adjacent areas shall also be considered when evaluating applications for extension of the Urban Service Boundary. (Ord. 1789, 01/05/93)

(Ord. No. 1789, Amended, 01/05/93; Ord. No. 2009-08, Amended, 03/03/09)

2-04-001-0010 CHANGES IN WATER, SEWER, RECLAMATION SYSTEM:

No extension, replacement, maintenance or repair of the production or distribution water system or collection of sewage, treatment thereof, reclamation or disposal of resulting effluent of the City, whether within or without its corporate limits, which requires a bond levy, shall be undertaken until the same has been submitted to the Commission for its recommendation in accordance with Section 2-04-001-0007 of this Chapter, and the Mayor and Council shall have approved the same in accordance with the procedure established in Section 2-04-001-0009 of this Chapter. (Ord. 1789, 01/05/93)

(Ord. No. 1789, Amended, 01/05/93; Ord. No. 2009-08, Amended, 03/03/09)

2-04-001-0011 INVESTIGATIONS:

In addition to those other duties, as provided by this Chapter, the Commission shall study and be responsible for the evaluation of the long range water needs of the City as well as the review and evaluation of the City water conservation program. It shall, on request after investigation and upon consideration of an orderly, normal increase of the population of the City, make recommendations to the Council regarding exploration and development and new and additional water resources. The Commission shall recommend to the City Council measures it deems necessary to protect existing and potential water resources.

The Commission shall request or study, evaluate, and from time to time make recommendations to the Council on sewage disposal, the degree of purification treatment, and the ultimate disposition and utilization of the resultant effluent and reclaimed wastewater, within guidelines and mandates of Municipal, State and Federal regulations and laws governing such activities. (Ord, 1789, 01/05/93)

(Ord. No. 1789, Amended, 01/05/93)

The Commission shall provide input to City staff; provide a forum for public comment and input; and study, evaluate, and make recommendations to the City Council regarding new initiatives and revisions, additions, and variance requests to Stormwater Management Activities. (Ord. No. 2009-08, Amended, 03/03/09)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, City Clerk Temp

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:
Consideration of Appointments: Tourism Commission.

STAFF RECOMMENDED ACTION:

1. Make three appointments to terms expiring January 2028.

Executive Summary:
The Tourism Commission consists of seven citizens serving three-year terms. The mission of the Tourism Commission is to develop, promote, and maintain Flagstaff as a year-round visitor destination with professional visitor services that will benefit the community economically, environmentally, and socially. The Tourism Commission makes recommendations to the Council concerning expenditure of the tourism portion of the Bed, Board and Booze ("BBB") tax, a 2% local transaction privilege tax.

The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment.

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

- Jamie Thousand (current commissioner)
- Regina Salas (current commissioner)
- Hunter Herbert (new applicant)
- Julie Comnick (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Mayor Daggett, Councilmember McCarthy, and Councilmember Harris

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

Policy Impact:
None.

Previous Council Decision or Community Discussion:
None.

Options and Alternatives to Recommended Action:

1. Appoint three Commissioners: By appointing members at this time, the Tourism Commission will be filled

and this allows the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Tourism Authority

CHAPTER 2-13
TOURISM COMMISSION

SECTIONS:

2-13-001-0001 CREATION OF THE COMMISSION:
2-13-001-0002 COMPOSITION AND TERM OF OFFICE:
2-13-001-0003 COMPENSATION OF COMMISSION MEMBERS:
2-13-001-0004 ORGANIZATION:
2-13-001-0005 MEETINGS:
2-13-001-0006 DUTIES:

2-13-001-0001 CREATION OF THE COMMISSION:

There is hereby established a City Tourism Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the tourism portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues.

“Tourism” means the guidance, management, marketing, accommodation, promotion and encouragement of tourists (same meaning as set forth in Section 3-06-001-0001). (Ord. No. 1579, Enacted, 08/02/88; Ord. 2001-27, Amended, 11/20/2001; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-13-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of:

A. Seven (7) members to be appointed by the City Council. Each member shall serve for three (3) years, on a staggered term basis.

B. The City Manager or the Manager’s designee shall be an ex officio member of the Commission. The member shall have no voting privileges.

The City Manager shall be responsible for staff support of the Tourism Commission.

The Council shall fill vacancies for the unexpired term of any of the members of the Commission.

A member’s term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) consecutive full terms. (Ord. No. 1579, Enacted, 08/02/88; Ord. No. 1674, Amended, 09/18/90; Ord. 2001-27, Amended, 11/20/2001; Ord. No. 2006-09, Amended 04/10/2006; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-13-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation.

(Ord. No. 1579, Enacted, 08/02/88)

2-13-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair.

(Ord. No. 1579, Enacted, 08/02/88)

2-13-001-0005 MEETINGS:

A. The Commission shall hold at least one (1) regular meeting per month, which shall at all times be open to the public. The time and place of said meeting shall be posted in accordance with the applicable Arizona State Statutes.

A quorum consisting of a minimum of four (4) voting members shall be required to conduct business.

B. The Chairperson of the Commission shall meet with the Chairpersons of the Economic Development Commission and the Beautification Commission at least once per month. The purpose of the meeting is for coordination of the three (3) commissions only. The intent is not to create another commission. The meeting shall at all times be open to the public. The time and place of said meeting shall be posted in accordance with applicable Arizona State Statutes.

C. If a member is absent for three (3) meetings within a twelve (12) month period, excused or unexcused, that member may be replaced by the City Council. (Ord. No. 1579, Enacted, 08/02/88; Ord. 2001-27, Amended, 11/20/2001; Ord. 2014-28, Amended, 11/18/2014)

2-13-001-0006 DUTIES:

The duties of the Commission shall be to:

A. Prepare a Five (5) Year Master Plan. The Five (5) Year Plan shall be used as a guideline for future programs. Said Plan shall be presented to the Council prior to April 1st of each year.

B. Develop and present to City Council an Annual Plan outlining the Commission’s program recommendations for the upcoming fiscal year. Said plan shall be presented to the Council prior to April 1st of each year.

C. Make recommendations to the City Council concerning the annual budgetary allocation of the tourism portion of the Bed, Board and Booze Tax to include, but not be limited to:

1. Providing funding to the qualified, established public or private agency to administer, on a contract basis, tourism programs as required.

2. Developing and implementing a marketing plan. Major elements of the marketing plan will include, but not be limited to, developing a specific image for Flagstaff, identifying target market segments, and implementing a promotional plan directed to target market segments.

3. Establishing visitor information center(s) to include, but not be limited to, a high profile location, easy visitor access, adequate staffing, a toll-free telephone number for visitor information, and develop other facilities as needed to benefit visitors and the community.

4. Establishing an educational program to include, but not be limited to, scholarships for hospitality education at Northern Arizona University.

5. Promoting activities that enhance the community's image and the overall quality of life.

6. Retaining of appropriate staff to implement approved programs.

D. Perform any additional duties as determined by the City Council related to tourism activities. (Ord. No. 1579, Enacted, 08/02/88; Ord. 2015-22, Amended, 01/05/2016)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, City Clerk Temp

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:
Consideration of Appointments: Open Space Commission.

STAFF RECOMMENDED ACTION:

1. Make one appointment to a term expiring April 2027.

Executive Summary:
The Open Space Commission consists of six at-large members whom shall be appointed by the City Council and one designee from the Planning and Zoning Commission. The commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land.

The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment.

There are seven (7) applications on file for consideration by the Council, they are as follows:

- Christopher Hogan (new applicant)
- Molly Lesandrini (new applicant)
- Adrian Franko (new applicant)
- Daniel Skelton (new applicant)
- Jessica Garnello (new applicant)
- Molly Joyce (new applicant)
- William Kluwin (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember House

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

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:

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

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

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Open Space Authority

CHAPTER 2-20
OPEN SPACES COMMISSION

SECTIONS:

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

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

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

2-20-001-0002 TERMS OF OFFICE:

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

2-20-001-0003 DUTIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Public participation, education, and interpretive programs.

2-20-001-0005 MEETINGS; ATTENDANCE:

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

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

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, City Clerk Temp

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Action on Liquor License Application: Arti Patel, "Days Inn", 2735 S Woodlands Village Blvd, Series 11 (Hotel/Motel), 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 11 license Allows the holder of a hotel/motel license to sell and serve spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. Days Inn is an existing business in Flagstaff. If approved, it will be one of 8 series 11 licenses in Flagstaff.

To view surrounding liquor licenses, please visit the Active Liquor Licenses Map.

The application was properly posted on November 13, 2024 and the Police and Community Development divisions have reviewed the application and provided their respective reports. No written 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:

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:
None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None

Attachments:
Letter to Applicant
Hearing Procedures
PD Memo
Code Memo
License Type Series 11
Map

CITY OF
FLAGSTAFF

Office of the City Clerk

11/21/2024

Arti Patel
2735 S. Woodlands Village Blvd.
Flagstaff, AZ 86001
Artipatel21@outlook.com

Dear Ms. Patel,

Your application for a Series 011 (Hotel/Motel) Liquor License for Days Inn located at 2735 S. Woodlands Village Blvd., Flagstaff, AZ was posted on November 13, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **December 3, 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. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity*. Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application is set to expire on December 3, 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).

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 #24-097

TO: **Chief Connolly**

FROM: **Sgt. N. Almendarez #703**

DATE: **November 14th, 2024**

RE: **New Application – Series 11 (Hotel/Motel) Liquor License Application– Days Inn**

On November 14th, 2024, I initiated an investigation into a new application for a Series 11 (Hotel/Motel) liquor license filed by Arti Patel (Agent, Controlling Person, and Manager), Rojer Patel (Controlling Person), and Bhartiben Patel (Controlling Person) This is for a new application, and the application number is 309636. It is for Days Inn, located at 2735 South Woodlands Village Boulevard, Flagstaff, AZ.

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

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

A representative for the business was invited to be present for the council meeting on December 3rd, 2024.

Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: November 6, 2024

Re: Application for Liquor License #309636
2735 S. Woodlands Village Blvd., Flagstaff, Arizona 86001
Assessor's Parcel Number 112-29-003A
Arti Patel on behalf of Days Inn

This application is a request for a new Series 11 Hotel/Motel liquor license by Arti Patel on behalf of Days Inn. 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.

License Types: Series 11 Hotel/Motel License (with Restaurant)

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

PURPOSE:
Allows the holder of a hotel/motel license to sell and serve spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
An applicant for a hotel/motel license must file a copy of its restaurant menu with the application.

A hotel/motel 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.

The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food.

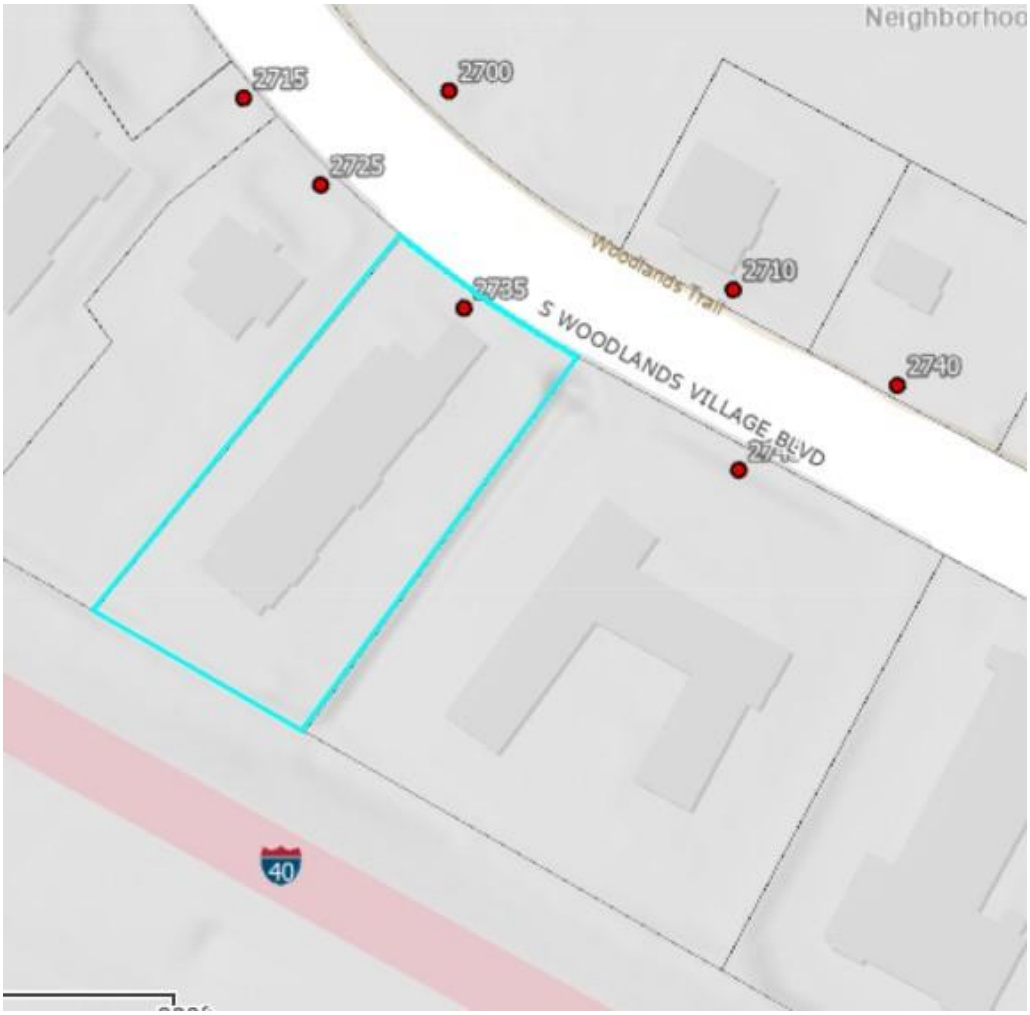
A hotel or motel with a Series 11 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and **not** furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m. Monday through Saturday and 2:00 a.m. and 10:00 a.m. on Sundays.

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 must be posted in each room on the inside of the door **or** on a menu (or similar item).

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.


Neighborhoo
2715
2700
2725
Woodlands Trail
2710
2735
S WOODLANDS VILLAGE BLVD
2740
40

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shawn Johnson, Chief of Staff

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Ratification: Letter of Support for Arizona Public Service Company's ("APS") SAGUARO Program.

STAFF RECOMMENDED ACTION:

Retroactively approve the letter of support.

Executive Summary:

Arizona Public Service Company requested that the Mayor and City Council submit a letter of support for state funding to support their SAGUARO program. The SAGUARO program is being proposed to the State of Arizona Governor's Office of Resiliency under the Grid Resilience Grant Program, Solicitation Number: RFGA-GRID-OOR-091124-00. Through this proposed program, APS will strengthen Arizona's electric grid operations against wildfires by upgrading wood poles to steel poles in high fire risk areas, implementing fire mesh to protect critical APS infrastructure, and installing smart cameras with 360-degree view sheds that will provide greater insights into active wildfire awareness and potential impact to APS operations, all in an expedited two-year timeframe. The letter was submitted to APS on Nov. 5, 2024 ahead of the grant submission deadline.

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:

Promote, protect, and enhance a healthy, sustainable environment and its natural resources.

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

HF-4: Support innovation in the forest health and wildland fire sectors.

Connection to 10-Year Housing Plan:
N/A.

Attachments: Letter of Support

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

Nov. 5, 2024

Neil Traver
Arizona Public Service Company
400 N. 5th Street, MS 8010
Phoenix, AZ 85004

RE: Support for the AZ Grid Resilience Grant Program, Solicitation Number: RFGA-GRID-OOR-091124-00 – Strengthening Arizona's Grid Using Advanced Resilience Operations ("SAGUARO")

Dear Mr. Traver,

The Flagstaff City Council is pleased to offer our support for Arizona Public Service Company's ("APS") SAGUARO program. The SAGUARO program is being proposed to the State of Arizona Governor's Office of Resiliency under the Grid Resilience Grant Program, Solicitation Number: RFGA-GRID-OOR-091124-00. Through this proposed program, APS will strengthen Arizona's electric grid operations against wildfires by upgrading wood poles to steel poles in high fire risk areas, implementing fire mesh to protect critical APS infrastructure, and installing smart cameras with 360-degree viewsheds that will provide greater insights into active wildfire awareness and potential impact to APS operations, all in an expedited two-year timeframe.

Through the support of the State of Arizona's funding, APS will enhance the resilience and reliability of the grid for approximately 113,000 customers. In addition to reducing potential fire-related outages, particularly in rural communities that are often more vulnerable to extended disruptions, the project will enable faster wildfire detection and provide real-time notifications from the camera software to County Emergency Management, first responders, and other key officials across the State of Arizona, helping mitigate fire risks and safeguard lives and property. It is clear to the Flagstaff City Council that this project will provide economic and quality-of-life enhancing benefits to the people and communities of Arizona.

The Flagstaff City Council hopes that this project is implemented, and thanks the State of Arizona Governor's Office of Resiliency for the opportunity to support providing APS with funding to bring this important project to life.

Sincerely,

Becky Daggett

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Shawn Johnson, Chief of Staff

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Approval: Letter of Support for the Funding of the Pioneer Museum and Arizona Historical Society FY2026 Budget.

STAFF RECOMMENDED ACTION:

Approve the letter of support.

Executive Summary:

The Arizona Historical Society has included a $360,000 budget line item in its FY2026 budget for the Pioneer Museum and has asked the Mayor and Council to submit a letter of support for the funding to Governor Hobbs and the City of Flagstaff's Senator and Representatives at the Arizona State Legislature. The Pioneer Museum was closed just prior to the onset of the COVID-19 outbreak and has not been re-opened.

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:

-Enhance the City's involvement in community, education, and regional partnerships to strengthen the level of public trust.
-Embrace and invest in responsible tourism opportunities to promote economic development.

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

N/A

Attachments: Letter of Support

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

Dec 3, 2024

Honorable Governor Hobbs,
Senators Hatathlie, Rogers,
Representatives Peshlakai, Tsosie, Marshall and Cook

RE: Support funding for the Pioneer Museum and Arizona Historical Society FY2026 Budget

Dear Governor Hobbs, Senators and Representatives,

The Flagstaff City Council is writing today to urge your support for Pioneer Museum in Flagstaff. The Pioneer Museum, owned by the Arizona Historical Society, is a showcase of the history of Northern Arizona, providing visitors with an interactive experience with priceless collections of photos and artifacts telling the rich history of Northern Arizona. The Pioneer Museum was closed just prior to the onset of the COVID-19 outbreak and has not been re-opened.

The Arizona Historical Society has included a $360,000 budget line item in its FY2026 budget for Pioneer Museum. We urge you to support the Pioneer Museum line item and to fully support the full FY2026 Arizona Historical Society budget. Flagstaff receives over 5.5 million day and overnight visitors who are looking to experience the local culture and history of our community and are missing the opportunity to add the Pioneer Museum to their itinerary. The Council believes in the value of this museum for our community and for the State of Arizona.

Please support the Pioneer Museum and the full FY2026 Arizona Historical Society budget. We appreciate your support for Northern Arizona and our State.

Sincerely,

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Marshall Ronningen, Facilities Maintenance Superintendent

Co-Submitter: Jen Brown

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Approval of Contract: B2B Direct Sales, Inc. dba The HVAC Company and the City of Flagstaff for the purchase of an HVAC unit for the Aquaplex.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract between the B2B Direct Sales, Inc. dba The HVAC Company and the City of Flagstaff to purchase a 35 ton Trane TCD420 air conditioning unit in the amount not exceed $171,988.33; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Council approval of the agreement and purchase of the 35 ton Trane unit in the amount of $171,988.33. This unit will replace an existing HVAC apparatus that has met and exceeded its service life. Funds for this expenditure are included in the FY25 budget.

Financial Impact:

Project Name: Aquaplex HVAC unit RTU-1 replacement
Cost:$171,988.33
Account Number Budgeted:001-11-156-0591-5-4405
FY Budgeted Amount:$220,000
Grant Funded: No
Funding Source:General Fund

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Approve the purchase of 35 ton Trane HVAC unit from B2B Direct Sales, Inc. dba The HVAC Company.
2. Not approve the purchase of 35 ton Trane HVAC unit and wait until next fiscal year to purchase.

Background and History:

The Flagstaff Aquaplex is a high-traffic community facility that requires reliable climate control to ensure comfort and safety for patrons and staff. The existing HVAC unit has reached the end of its serviceable life, resulting in frequent maintenance issues and increasing operational costs. Replacing it with a 35-ton Trane HVAC unit is essential to maintain optimal indoor conditions, reduce energy consumption, and minimize future repair expenses.

To address the current HVAC issues, we propose the purchase and installation of a 35-ton Trane HVAC unit, known for its efficiency, durability, and high performance. Trane units are widely recognized for their reliability in demanding environments, which makes them a suitable choice for the Aquaplex. The proposed unit will deliver consistent temperature control, improved energy efficiency, and reduced environmental impact, aligning with our commitment to sustainability.

The total cost of the new Trane HVAC unit, including installation, is within budget and aligns with our projected capital expenditures for the year. By investing in this unit, we anticipate a reduction in energy costs due to improved efficiency, as well as a decrease in ongoing maintenance expenses. Additionally, the new system's reliability will help prevent unexpected disruptions to Aquaplex services.

The purchase will be funded through the approved facilities budget and procured via an existing agency purchasing agreement with through the Education Service Center, Region 10, ensuring competitive pricing and compliance with procurement policies. Utilizing this into a cooperative contract will streamline the purchasing process, allowing us to proceed with installation promptly and ensure minimal disruption to Aquaplex operations.

Connection to PBB Priorities and Objectives:
Connection to Council goals:

- **High Performing Governance**

Connection to Regional Plan:
Goal PF.2. - Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Connection to Carbon Neutrality Plan:
BE-3: Reduce energy use in existing buildings.

Connection to 10-Year Housing Plan:
NONE.

Connection to Division Specific Plan:
NONE.

Attachments: HVAC QUOTE AND CONTRACT

COOPERATIVE PURCHASE CONTRACT
Contract No. 2025-46

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and B2B Direct Sales, Inc. dba The HVAC Company, an Arizona Corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of HVAC Installers & Energy Management Services;

B. The Education Service Center, Region 10 conducted a competitive and open procurement process through Request for Proposal R10-1132 that resulted in Contract No. R10-1132 with Contractor ("Agency Contract"); and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

REPLACEMENT OF 35 TON TRANE TCD420

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as *Exhibit A* and incorporated by reference.

3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit B*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.

4. Payment: Payment to Contractor for the materials and/or services not to exceed **ONE HUNDRED SEVENT-ONE THOUSAND NINE HUNDRED EIGHTY-EIGHT DOLLARS AND THIRTY-THREE CENTS ($171,988.33**); made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than $100,000; otherwise, City Council approval is required.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Joe Ronningen
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Marshall.Ronningen@flagstaffaz.gov
Phone: 928-213-2160

With a copy to:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov

To Contractor:
James Hoover
B2B Direct Sales, Inc. dba The HVAC Company
3120 W Carefree Hwy, Suite #1817
Phoenix, AZ 85086
james@thehvaccompany.net
(480) 687-8081

(Remainder of Page Intentionally Blank)

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

B2B Direct Sales, Inc. dba The HVAC Company:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated September 4, 2024

EXHIBIT A
SCOPE OF WORK

Quote #: 10098

The HVAC Company
A Mechanical Services Contractor

3120 W Carefree Hwy, Suite #1817, Phoenix, AZ, 85086 * 480-687-8081

Attn: Manny Rivera Phone: 928-606-1564 Email: manuel.rivera@flagstaffaz.gov Company: City of Flagstaff Address: 211 W Aspen Ave, Flagstaff, Arizona, 86001	Date: Jul 22, 2024 Re: Replacement of 35 ton Trane TCD420 Property: Aquaplex Address: 1702 N Fourth St, Flagstaff, AZ, 86004

The HVAC Company is pleased to offer our proposal for the referenced work:

SCOPE:

Replacement of 35 ton Trane TCD420A40U0B2DE1AB0D0F0HJ000300 / C07J10015 (2007) with new Trane unit.
35 Ton Custom Applied Packaged RTU TCD420D40 TCS
*Quoted for regular hours.
*Lead time 25 weeks plus transit.

Disconnect existing unit main and secondary power.
Disconnect existing controls.
Disconnect water coil and drain line.
Remove lightning grounding equipment.
Crane unit off of roof.
Set and seal new unit.
Reconnect to primary power.
Reinstall secondary power.
Reconnect to existing controls. Integration by customer's control vendor.
Reconnect to condensate line.
Reconnect to heating coil piping.
Have heating coil piping insulation repaired.
Start up unit and verify proper operation.

Total Proposal as Outlined Above.....	**$171,988.33**

Our goal is to provide quality work at a competitive price. We will accomplish this by performing efficiently, timely, safely and to your complete and total satisfaction. Thank you for allowing us to proceed by authorizing the work in the space provided below. Lead times on parts and equipment available upon request and are subject to change based on availability at time of approval.

Sincerely,
The HVAC Company

ACCEPTANCE OF PROPOSAL

- This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.
- Estimate valid for 15 days from the issue date. Payment terms are net 30 days, subject to a 5% late charge and a separate 1.5% interest charge on the outstanding delinquent balance compounded monthly.
- Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
- Unless noted in the specific inclusions, our work will be performed during our normal working hours.

SPECIFIC EXCLUSIONS:

Permits & engineering; premium labor and any items not specified herein.

Approved by:	
Approval Signature:	
Date:	
PO# or Payment Method:	

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Exhibit B1 – Agency Contract 95 Pages
2. Exhibit B2 – Award letter 1 page
3. Exhibit B3 – Pricing 2 pages

REQUEST FOR PROPOSAL #R10-1132 FOR: HVAC INSTALLERS & ENERGY MANAGEMENT SERVICES

January 28, 2028

Section One:

Part A – Introduction & Scope

Part B – Instructions to Respondents

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1. BACKGROUND ON REGION 10 EDUCATION SERVICE CENTER 6
2. ROLE OF THE EQUALIS GROUP 6
3. PUPOSE OF REGION 10 ESC 6
4. CUSTOMER SERVICE 6
5. PRODUCTS AND SERVICES COVERED (SCOPE) 7
6. PRICING 9
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7. SUBMISSION FORMAT AND COMMUNICATION 12
8. ADDENDA 14
9. CALENDAR OF EVENTS 14
10. CONDITIONS OF SUBMITTING PROPOSALS 14
11. AWARD PROCESS 16
12. TAXES 18
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14. NON-COLLUSION, EMPLOYMENT AND SERVICES 18
15. LIMITATION OF LIABILITY 19

REQUEST FOR PROPOSAL FOR HVAC INSTALLERS & ENERGY MANAGEMENT SERVICES

EDUCATION SERVICE CENTER, REGION 10
400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1110

Publication date	01/28/2022
Product or service	HVAC installers & Energy Management Services
RFP #	R10-1132
Proposal due date	03/03/2022
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login
Principle contract officer	Mr. Clint Pechecek Purchasing Consultant
Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals for the procurement of HVAC installers & Energy Management Services. Responses will be accepted until 03/03/2022 at 2:00 PM. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at clint.pechacek@region10.org by 4:00 pm Central Time on March 2nd, 2022, to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2:00 pm Central Time on March 3rd, 2021 after all submissions have been received.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. Region 10 reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.

This RFP consists of three sections and one Excel attachment:

Section One:
- Part A – Introduction and Scope
- Part B – Instruction to Respondents and Award Process

Section Two:
- Proposal Submission and Required Forms

Section Three:
- Part A – Vendor Contract and General Terms and Conditions
- Attachment A – Equalis Group Administrative Agreement
- Attachment C – State Notices

Attachment B
- Pricing

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MASTER AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Master Agreement for HVAC installers & Energy Management Services for use by public agencies supported under this contract ("Members"). Region 10 ESC, as the Lead Agency (as defined in Section Three; Attachment A, Equalis Group Administrative Agreement), has come together with Equalis Group to make the resultant contract (also known as the "Master Agreement") from this Request for Proposal available to other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement.

Access to the Master Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple competitive solicitations.

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SECTION ONE: PART A – INTRODUCTION AND SCOPE

1. BACKGROUND ON REGION 10 EDUCATION SERVICE CENTER

1.1. Region 10 Education Service Center ("Region 10 ESC" herein "Lead Agency") on behalf of itself and, potentially, to all other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies") solicits proposals from qualified Respondents to enter into a Vendor Contract ("Contract") for the goods or services solicited in this invitation.

1.2. Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

2. ROLE OF THE EQUALIS GROUP

2.1. Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the Member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

3. PUPOSE OF REGION 10 ESC

3.1. The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

4. CUSTOMER SERVICE

4.1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.

4.2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.

4.3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

5. PRODUCTS AND SERVICES COVERED (SCOPE)

5.1. It is the intention of Region 10 ESC to establish a contract with Respondent(s) are able to install, manage and maintain a comprehensive offering of HVAC Equipment, Energy Management Services, and Related Products. Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, respondents are encouraged to propose their complete catalog, products and services where available, including but not limited to the following categories:

5.2. **Products & Equipment**

- HVAC refrigeration: rotary, centrifugal, scroll, reciprocating., absorption
- Indoor air quality products and devices: active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.
- Unitary: rooftops, split systems, vrfs, heat pumps, ptacs, water-source, mini-splits
- Air handling type: central station-manufactured or custom makeup air, fan, filter, coil sections
- Air terminal devices and heating products: vav, fan coils, unit ventilators, unit heaters, fin tube radiation/convectors
- DDC controls: core components, end devices, lighting, panels
- Cooling towers: open, closed, evaporative, other
- Pumps: single stage, split case, end suction, inline, circulator, turbines
- Boilers & water heaters: modulating, condensing, cast iron, water tube, packaged and other
- HVAC specialty products: (e.g., modular, outside/inside, steam & thermal heat recovery, humidity control, heat wheel, heat pipe, heat exchangers, geothermal)
- Equipment parts and supplies: manufactured parts, emergency parts service, miscellaneous material and supplies and other

5.3. **Installation & Services**

- Startup & commissioning services: equipment startups, system checkouts, control verification, retro commissioning, m & v verifications, rebate auditing, other
- Service & maintenance: preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other
- Installation and turnkey solutions: retrofit, new construction, energy retrofit, controls new- and upgrade and other

- Warranty services: extended parts & labor (define maximum number of years available), delayed start-up and other
- Energy services: energy tracking, energy analysis, evaluation of potential upgrades, demand response, rebates and other
- Equipment rentals: chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other
- Financial services: leasing, prompt and pre-payment discounts, guaranteed savings and other
- Professional services: engineering, design, drafting, architectural, project management and other
- Site surveys: equipment, system analysis, operational, architectural and other

5.4. **Supporting Solutions:** - This scope should be read as including all products, equipment, software, services and any other capability that respondents are able to offer which supports or complements functionality listed above.

5.5. Architecture and engineering services will not be accepted.

6. PRICING

6.1. **Attachment B:** All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free and unlisted services will not be accepted. Respondents have the option to propose pricing in all or any of the following.

6.2. **Price value and coverage**: Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

6.3. **Auditable Pricing**. It is the responsibility of the Bidder to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all products and/or services to be considered for award. Respondents may provide pricing via the Job Order Contracting (JOC) pricing methodology or through other methods as follows

- Job Order Contract (JOC) Pricing:
    - Region 10 ESC requires the use of the RS Means Unit Price Book (UPB) and pricing must be submitted as a coefficient of the Unit Price Book's line item prices
    - The RS Means price book published quarterly updates will be allowed if available
    - In addition to the coefficient, the published City Cost Index from the RS Means price book will be utilized as a modifier for the specific city or region.
    - State, City or regional pricing is allowed and must be specified for each region. If no specific state, city or region is specified, then pricing submitted will be assumed as available in all 50 states
    - Unless specified otherwise by the respondent, standard labor hour rates will be calculated from 8:00 AM until 5:00 PM and overtime rates will be calculated for all other hours worked.
    - Recognized holidays which are eligible for overtime rates all day include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve. Any deviations to these recognized holidays must be specified in the response.
    - Non-pre-priced Items: Items that are not found in the RS Means unit price book will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three firm price quotes to establish the average base cost for each item. The contractor's coefficient will then be applied to determine the price and the city cost index will not be applied. This line item will need to be approved by public agency. Once

approved, the item will be added to the price book for future projects and no longer is non-pre-priced.

- Other Pricing Methodologies:
    - Line-item or fixed pricing: In this format, individual products or services are offered at specific contract prices.
    - Percentage Discount from Catalog or Category: In this scenario, the catalog or category used as the price basis must be verifiable through a published or easily accessible price list where agencies can audit to verify they are receiving the correct contract pricing.
    - Labor Pricing
        - Labor rates may be established based on a specific region, state, city or other geography
        - Job titles/descriptions should be provided for each specific trade and rate provided
        - Hourly rates for standard and overtime hours should be provided. Standard hours are between 8:00 AM until 5:00 PM local time
        - Recognized holidays which are eligible for overtime rates all day include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve. Any deviations to these recognized holidays must be specified in the response.
- Other Discounts or Enhanced Pricing: Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.
- Other Restrictions and Fees: All other fees or restrictions must be provided. Examples such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction that may be associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

6.4. **All products and services must be priced**: All products and additional services such as installation, delivery, tech support, training, and other services must be priced. Any service provided free of charge should be listed in order to be included on any resulting contract award.

6.5. **Not to Exceed Pricing**: Region 10 ESC requests pricing be submitted as not to exceed for any participating entity. Unlike fixed pricing, the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation. Vendor must allow for lower pricing to be available for similar product and service purchases.

6.6. **Administrative Fees**. Pricing provided shall include the administrative fee paid to Equalis Group.

6.7. **Cost Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal**. Cost Plus can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered.

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SECTION ONE: PART B – INSTRUCTION TO RESPONDENTS AND AWARD PROCESS

7. SUBMISSION FORMAT AND COMMUNICATION

7.1. It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

7.2. **Response Submission**: All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

7.2..1. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the Members and to waive any informality in the proposal process. Respondents are responsible for making certain proposals are submitted in the Bonfire portal completed by the deadline. Region 10 ESC is not responsible for technical difficulties encountered when uploading the response and will not accept proposals or additions to received proposals after the specified deadline. All information submitted must be readable in the Bonfire application or Microsoft Excel in order to be considered.

7.2..2. Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Section Two, Proposal Form #19).

7.3. **Proposal Format**: The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested.

Responses should be consolidated into one PDF file for the RFP response and one Excel file for the Pricing Attachment response. No links, embedded files, or alternative formats (such as Adobe Portfolio attachments) are allowed. Any information that is not readable in the Bonfire PDF viewer or in the Excel pricing file will not be considered by the evaluation committee.

7.4. **Time for receiving proposals**: Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

7.5. **Inquiries and/or discrepancies**: Questions regarding this solicitation must be submitted in the Bonfire procurement application. All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

7.6. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent**.

7.6..1. The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

7.6..2. Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

7.6..3. The communications prohibition shall not apply to the following:

- Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board

7.6..4. Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives. Communication with any employee of Equalis Group

8. ADDENDA

8.1. If required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

9. CALENDAR OF EVENTS

Event	Date:
Issue RFP	01/28/2022
Deadline for questions	02/17/2022
Issue Addendum/a (if required)	02/18/2022
Proposal Due Date	03/03/2022
Approval from Region 10 ESC	04/20/2022
Contract Effective Date	05/01/2022

10. CONDITIONS OF SUBMITTING PROPOSALS

10.1. **Amendment of Proposal**: A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

10.2. **Withdrawal of proposals**: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

- No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

10.3. **Clarifications**: Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further

consideration nor will it provide any information about other Respondents' proposals or prices.

10.4. **Best and Final Offer**: Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

10.5. **Specifications**: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

- References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

10.6. **Quality of Materials or Services**: Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

- However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

10.7. **Deviations and Exceptions**: Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.

10.8. **Formation of Contract**: A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. **The prospective vendor must submit a signed Vendor Signature Form with the response,** thus eliminating the need for a formal signing process.

10.9. **Estimated Quantities**: Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this

solicitation. The annual volume for this contract is estimated to be over $75 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

10.10. **Multiple Awards**: Membership includes a large number of potential entities which may utilize this contract throughout the nation. To assure any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.

10.11. **Non-Exclusive**: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating Members. Region 10 ESC and participating Members reserve the right to obtain like goods and services from other sources.

11. AWARD PROCESS

11.1. **Award or rejection of proposals**: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to Member, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

11.2. **Evaluation Process**: In evaluating the responses the following predetermined criteria is considered:

- Products/Pricing (30 Points)
    - Coverage of products and services
    - Ability of offered products and services to meet the needs requested in the scope
    - Pricing for all available products and services, including warranties if applicable
    - Ability of Customers to verify that they received contract pricing
    - Payment methods
    - Other factors relevant to this section as submitted by the Respondent
- Performance Capability (25 Points)
    - Ability to deliver, design, and install products and services
    - History of meeting the delivery, installation, and maintenance timelines
    - Response to emergency orders and maintenance repair/requests
    - Ability to meet the warranty needs of members

- Return and restocking policy and applicable fees
- Customer service/problem resolution
- Contract implementation/Customer training
- Financial condition of vendor
- Capabilities related to ordering, returns, reporting, and overall website ease-of-use
- Training & Implementation
- Security protocols
- Integration with other platforms
- Other factors relevant to this section as submitted by the Respondent

- Qualification and Experience (25 Points)
  - Respondent reputation in the marketplace
  - Past relationship with Region 10 ESC and/or Region 10 ESC members
  - Experience and qualification of key employees
  - Past experience working with the public sector
  - Exhibited understanding of cooperative purchasing
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
  - Minimum of 5 public sector customer references relating to the products and services within this RFP
  - Certifications in the Industry
  - Company profile and capabilities
  - Other factors relevant to this section as submitted by the Respondent
- MWBE Status and/or Program Capabilities (10 Points)
  - MWBE status, subcontractor plan, and/or joint venture program
  - Good faith efforts to involve MWBE subcontractors in response
  - Demonstrated ongoing MWBE program
- Value Add (10 Points)
  - Marketing plan and capability
  - Location and number of salespersons who will work on this contract
  - Sales force training
  - Other factors relevant to this section as submitted by the Respondent

11.3. **Competitive Range**

- It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

11.4. **Evaluation Committee**

- A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value

based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

11.5. **Past Performance**

- A vendor's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

12. TAXES

12.1. The Contractor will pay all sales, consumer, use and other similar taxes required by law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation.

13. PROTEST OF NON-AWARD

13.1. **Protest Procedure**: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with Mr. Clint Pechacek at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at https://pol.tasb.org/Policy/Code/374?filter=EF, and it must be on a form provided by Region 10 ESC, which will include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

14. NON-COLLUSION, EMPLOYMENT AND SERVICES

14.1. By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:

- It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
- It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

15. LIMITATION OF LIABILITY

15.1. **WAIVER**: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ADMINISTRATORS OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

15.2. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

REQUEST FOR PROPOSAL #R10-1132 FOR: HVAC INSTALLERS & ENERGY MANAGEMENT SERVICES

January 28, 2022

Section Two:

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

- ☐ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

- ☐ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

- ☐ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- ☐ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- ☐ **PROPOSAL FORM 5: DEBARMENT NOTICE**
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- ☐ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☐ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:
Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	*What is your company's official registered name?*	Click or tap here to enter text.
	What is the mailing address of your company's headquarters?	Click or tap here to enter text.
	Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.	Click or tap here to enter text.
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	*Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?*	Click or tap here to enter text.
	Does pricing submitted include the required administrative fee?	Click or tap here to enter text.
	Do you offer any other promotions or incentives for customers? If yes, please describe.	Click or tap here to enter text.

Ability of Customers to verify that they received contract pricing	*Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?*	Click or tap here to enter text.
	Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.	Click or tap here to enter text.
Payment methods	*Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments*	Click or tap here to enter text.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Ability to deliver, design, and install products and services	*Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.*	Click or tap here to enter text.
	Please outline any other services you provide, such as energy management, design, equipment rentals, financial services, etc.	Click or tap here to enter text.
	States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.	Click or tap here to enter text.
	List the number and location of offices, or service centers for all states being proposed in solicitation	Click or tap here to enter text.
History of meeting the delivery, installation, and maintenance timelines	*Outline the typical installation and startup process, anticipated timelines and any ongoing maintenance that may be required.*	Click or tap here to enter text.
Response to emergency orders and maintenance repair/requests	*Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests*	Click or tap here to enter text.
	Indicate your company's ability to provide temporary heating and cooling when needed	Click or tap here to enter text.
Ability to meet the warranty needs of members	*Describe the warranty, including equipment, parts, labor, software, hardware and any other*	Click or tap here to enter text.

	service or equipment that would require a warranty. Include how you support the warranty.	
Customer service/problem resolution	*Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).*	Click or tap here to enter text.
Financial condition of vendor	*Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters*	Click or tap here to enter text.
	What was your annual sales volume over last three (3) years?	Click or tap here to enter text.
Capabilities related to ordering, estimation, reporting, and overall website ease-of-use	*Provide relevant information regarding your ordering/estimation process, reporting process, and quality control procedures.*	Click or tap here to enter text.
Training & Implementation	*Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.*	Click or tap here to enter text.
Security protocols	*Describe security protocols in place, including cybersecurity and the safe transmission of data*	Click or tap here to enter text.
Integration with other platforms	*Describe any integrations your organization can provide with other platforms or systems.*	Click or tap here to enter text.
Other factors relevant to this section as submitted by the Respondent	*Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency*	Click or tap here to enter text.
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Click or tap here to enter text.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	*Provide a link to your company's website*	Click or tap here to enter text.
	Please provide a brief history of your company, including the year it was established.	Click or tap here to enter text.
Past relationship with Region 10 ESC and/or Region 10 ESC members	*Have you worked with Region 10 in the past? If so, what was the timeframe for that work?*	Click or tap here to enter text.
Experience and qualification of key employees	*Please provide contact information and resumes for the person(s) who will be*	Click or tap here to enter text.

	responsible for the following areas. Region 10 requests contacts to cover the following: ** Executive Support* ** Account Manager* ** Contract Manager* ** Marketing* ** Billing, reporting & Accounts Payable*	
Past experience working with the public sector	*What are your overall public sector sales, excluding Federal Government, for last three (3) years?*	Click or tap here to enter text.
	What is your strategy to increase market share in the public sector?	Click or tap here to enter text.
Past experience in JOC estimation	*What is your past experience working with JOC estimation, if any?*	Click or tap here to enter text.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	*Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*	Click or tap here to enter text.
Minimum of 5 public sector customer references relating to the products and services within this RFP	*Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume*	Click or tap here to enter text.
Certifications in the Industry	*Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable*	Click or tap here to enter text.
Company profile and capabilities	*What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other*	Click or tap here to enter text.

Other factors relevant to this section as submitted by the Respondent	*If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.*	Click or tap here to enter text.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	*Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone*	Click or tap here to enter text.
	Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?	Click or tap here to enter text.
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	*Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?*	Click or tap here to enter text.
Demonstrated ongoing MWBE program	*Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.*	Click or tap here to enter text.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	*Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.*	Click or tap here to enter text.
	Detail how your organization will train your sales force and customer service representatives on this contract to ensure that	Click or tap here to enter text.

	they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	
	Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions	Click or tap here to enter text.
Ability to manage a cooperative contract	*Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.*	Click or tap here to enter text.
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	Click or tap here to enter text.
Commitment to supporting agencies to utilize the contract	*If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.*	Click or tap here to enter text.
Other factors relevant to this section as submitted by the Respondent	*Provide the number of sales representatives which will work on this contract and where the sales representatives are located.*	Click or tap here to enter text.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____

Signature of Respondent

_____

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

_____ _____

Signature of Respondent Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR _____

ADDRESS _____

_____

_____

PHONE _____

FAX _____

RESPONDANT

_____
Signature

_____
Printed Name

_____
Position with Company

AUTHORIZING OFFICIAL

_____
Signature

_____
Printed Name

_____
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:
Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? _____

(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? _____

(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
- ☐ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

_____Company Name

Address

_____City

State

Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? _____

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? _____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? _____

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? _____

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? _____

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? _____

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? _____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? _____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? _____

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? _____

(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? _____

(Initials of Authorized Representative)

14. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? _____

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____

Company Name

_____

Signature of Authorized Company Official

_____

Printed Name

_____

Title

_____

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.
When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, …"every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"
Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

_____

Signature of Respondent Date

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____ , certify that I am the sole owner of _____ , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____ , a partner in _____ , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____ , an authorized representative of _____ , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	**Address**	**Interest**

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Authorized Signature and Title ***Date***

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of New Jersey
My commission expires , 20____

SEAL

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____

OR

2. A photo copy of their Certificate of Employee Information Report _____

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Authorized Signature and Title ***Date***

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
    b) A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d) The form may be used "as-is", subject to edits as described herein.
    e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:

1. of the public entity awarding the contract
2. of that county in which that public entity is located
3. of another public entity within that county
4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26
Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership
☐ Sole Proprietorship
☐ Limited Partnership
☐ Limited Liability Partnership
☐ Corporation
☐ Limited Liability Corporation
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this ___ day of _____, 2 __. (Notary Public) My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response**.

- ☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(*Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

_____ _____

Date *Authorized Signature & Title*

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Term of contract **March 1, 2022** **to** **February 28, 2025**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

_____ _____

Region 10 ESC Authorized Agent Date

_____

Print Name

Equalis Group Contract Number _____

Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

REQUEST FOR PROPOSAL #R10-1132 FOR: HVAC INSTALLERS & ENERGY MANAGEMENT SERVICES

January 28, 2022

Section Three:

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS 3
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SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of May 1, 2022, by and between _____ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of (enter category here) ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at ***Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081***

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

3.1 **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.

3.2 **Compliance**: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

3.3 **Respondent's promise**: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

4.1 **Respondent contract documents**: Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2 **Form of contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3 **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4 **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5 **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.

4.6 **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements**: The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
i**v.** Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures**: Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or

corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

8.1 **Payments**: The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

9.1 **Market competitive guarantee**: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

12. ARTICLE 12 – SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify

any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than $1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.

13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Signatures follow on Signature Form]

14. CONTRACT SIGNATURE FORM

Please note: A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of two (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

_____ _____

Region 10 ESC Authorized Agent Date

_____

Print Name

Equalis Group Contract Number _____

ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

NOTE: This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondent should complete the Equalis Group Administration Agreement Declaration form found in section two of the Proposal Submission and Required Forms document. In this form, the respondent will need to indicate acceptance of these terms, or if they wish to negotiate.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of Month Day, Year (the "**Effective Date**"), is entered into by and between Winning Supplier, ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. Education Service Center, Region 10 ("**Region 10**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Region 10 issued request for proposal ("**RFP**") #Number on behalf of Region 10 and Equalis Group Members for definition of products and services solicited in the RFP ("**Products & Services**") and awarded a contract to Winning Supplier.

C. Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") #contract number effective as of Month Day, Year to provide Products & Services to Equalis Group Members.

D. The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.

E. Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.

F. Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.

G. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".

H. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

Defined Terms. Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

Appendices. The appendices attached hereto are made a part of this Agreement (if one, an "**Appendix**" or more, "**Appendices**").

Appendix A defines Winning Supplier's reporting requirements.

Appendix B sets forth the roles and responsibilities of the Parties.

Appendix C defines the financial terms between the Parties.

Terms in Appendices. In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

Publicity & Joint Marketing.

Publicity. A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

Joint Marketing / Logo & Name Use. Winning Supplier authorizes Equalis to use Winning Supplier's trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis' trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party's use of the other Party's trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party's trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party's trademarks, names, and logos.

SECTION 3. TERMS & CONDITIONS

Contract Administration. Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

Express Limitation of Equalis Liability. With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

Indemnification. Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

Term & Termination. The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

Audit of Winning Supplier. Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

Addresses for Notices. This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to **Winning Supplier:**

Name / Title: _____

Street Address: _____

City/St/Zip: _____

If to **Equalis:**

Equalis Group LLC

Attn: Eric Merkle, SVP

5550 Granite Parkway, Suite 298

Plano, Texas 75024

Waiver and Modification. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived,

except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

Governing Law; Invalidity. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

Assignment. This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

Entire Agreement. The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

Titles, Headings & Recitals. The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WINNING SUPPLIER

By: _____

Name: _____

Title: _____

Date: _____

EQUALIS GROUP, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at Reporting@EqualisGroup.org. Reports are due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code

	Distributor State
Product Data	Product Category level 1
	Product Category level 2 *(Where available or applicable)*
	Product Category level 3 *(Where available or applicable)*
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure, multiple levels if necessary
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total $ (without deviations)
	Distributor Landed Cost Total $ (with mfr deviations)
	Customer Purchase Total $ *required
	Admin Fee % *required
	Admin Fee $ *required

APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

1. Equalis Services.

1.1. Winning Supplier Sales Representative Training. Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

1.2. Sales Support. Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular busines reviews to monitor Program success, and vii) general contract administration.

1.3. Marketing. Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

2.1. Equalis Group Membership Agreement. Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

2.2. **Corporate Commitment**. Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

2.3. **Sales Commitment**. Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

2.4. **Marketing Commitment**. Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("**Plan**") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

2.4.1. Issuing co-branded press release

2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites

2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier

2.4.4. Jointly participating in national and regional conferences

2.4.5. Jointly attending national and regional Equalis Group Member networking events

2.4.6. Designing, publishing, and distributing co-branded marketing materials

2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. Administrative Fee.

On or before the fifteenth (15th) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the "**Administrative Fee**") of written number percent (number%) of the total Winning Supplier revenue (the "**Equalis Group Spend**" or "**Spend**") invoiced to Program Participants during the prior calendar month. "Spend" shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Wining Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

3. Rebates or Other Payments.

Insert rebate or other payment language as agreed.

ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT

ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT

PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT

NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Region 10 ESC
Experience the Power of 1©

April 25, 2022

B2B Direct Sales, Inc. dba The HVAC Company
James Hoover, President
3120 W Carefree Hwy, Ste 1817
Phoenix, AZ 85086

Re: RFP # R10-1132 HVAC Installers & Energy Management Services

Dear Mr. Hoover:

Congratulations! The Education Service Center Region 10 Board of Directors met on Wednesday, April 20, 2022 and awarded the RFP #R10-1132 HVAC Installers & Energy Management Services to B2B Direct Sales, Inc. dba The HVAC Company.

Your contract number will be R10-1132E. This contract will become effective on May 1, 2022 and will have an initial term of three (3) years with two (2) optional one year renewals.

Thank you for submitting your response. We look forward to working with you.

Regards,

Sue Hayes

Sue Hayes
Chief Financial Officer

Attachment B: Pricing

The following table describes our pricing for the services products and services offered:

Product/Service	Discount Type	Discount
Mechanical Equipment, HVAC Equipment, Control, Equipment, Services	Discounts from North America List (NALP)	NALP Less 25%
Miscellaneous parts	Mark up over cost	+30%
Chillers (air-cooled and water cooled)	Discounts from North America List (NALP)	NALP Less 25%
Air Handling Equipment	Discounts from North America List (NALP)	NALP Less 25%
Controls Terminal Units (VAV & FCU)	Discounts from North America List (NALP)	NALP Less 25%
Unitary Equipment (1 -25 Ton)	Discounts from North America List (NALP)	NALP Less 25%
Large Commercial Equipment (25 Ton +)	Discounts from North America List (NALP)	NALP Less 25%
DDC-Controls	Discounts from North America List Price	NALP Less 25%
Evaporative Coolers	Discount from (NALP) List price	NALP Less 25%
Labor	Street Labor Rates: See Attached Labor Sheet	Published Street Rate less 10%
Preventative Service Agreements (PSA)	Pricing based off published rate	Less 5%
Value Added Items	Price based off published North America List Price	Less 10%
Projects with General Cost	All Related Services and Products	+30%

Labor Billing Rates

Effective Date – Upon Award

Classification	Hourly Rate
Helper	$75.00
HVAC Commercial A/C technician	$89.00
HVAC Light Commercial	$89.00
HVAC Helper	$75.00
HVAC Field Supervisor	$99.00
HVAC Refrigeration technician	$89.00
HVAC Duct installer	$89.00
HVAC Filter technician	$75.00
HVAC Building Automation technician	$99.00
Project Manager	$99.00
Project Administrator	$99.00
Refrigeration Technician	$89.00
Refrigeration Supervisor	$99.00
Sheet Metal Workers	$89.00
Miscellaneous Material Margins	30 %
JOC Labor Coefficient	0.98

Pricing Notes

- All labor rates are based upon standard hours.
- Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
- Overtime rates (Holidays): 2 x standard labor rates

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Allison Hughes, Support Services Manager

Co-Submitter: Lieutenant Kevin Sapp, Detective Alex Chirovsky

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Approval of Contract: Purchase of (75) Police Patrol Rifles and accompanying accessories/equipment from Cats Arms LLC dba Sionics Weapon Systems, in an amount not to exceed $178,999.55, for the Flagstaff Police Department.

STAFF RECOMMENDED ACTION:

1. Approve the Purchase Contract with Cats Arms LLC dba Sionics Weapon Systems, in an amount not to exceed $178,999.55, for Police Patrol Rifles for the Flagstaff Police Department; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

This is a request to approve the purchase of (75) Police Patrol Rifles, in an amount not to exceed $178,999.55, for the Flagstaff Police Department. The Flagstaff Police Department has been utilizing personally owned and department issued patrol based rifles in the execution of everyday law enforcement duties since 2008. The need for Police Officers to carry a more accurate, functional, and effective weapon system, such as the AR15 based patrol rifle, has not only been established as a national standard over the last 30 years, but has become a necessity in everyday police functions in order to maintain a higher level of service to the communities our officers are sworn to protect.

With the onset of ever-increasing and more prevalent active attack events in cities nationwide, the need for a tool that delivers effective firepower, at greater distances, with extreme accuracy has become a required tool for everyday Police Officers. The City of Flagstaff has seen a rise in attendance at large public gatherings and events over the last two decades, resulting in our citizens and guests being exposed to a higher risk of being present and victimized during a potential attack. School threats are ever increasing, and a rifle provides officers the ability to quickly and effectively stop violent threats and protect our most vulnerable population, our children.

The purchase of these rifles will allow the Department to issue vital equipment to its officers that provides necessary public safety equipment.

Financial Impact:

During Fiscal Year 2023-2024, the Budget Team approved the purchase of (20) Rifles for the Police Department to begin the process of issuing this vital equipment, and the Uniform Reimbursement benefit at FPD ceased to exist. The police department has since purchased and issued these rifles to patrol officers. During Fiscal Year 2024-2025, the Budget Team approved $179,000.00 to complete the purchase of (75) additional rifles in order to fully outfit every remaining sworn officer at FPD with a patrol rifle.

These rifles are robust and have an expected service life of approximately 10-15 years when maintained effectively on an annual basis. The department currently employs four certified rifle armorers to maintain these rifles at no additional cost. These rifles are expected to last closer to 20 years, prior to requiring complete replacement. This in effect is a true one-time cost to the city, over the next two decades, to provide

law enforcement with vital equipment to fulfill the departments duty to effectively serve and protect the citizens of Flagstaff from violent crime.

Project Name: Police Patrol Rifles
Cost: $178,999.55
Account Number Budgeted: 001-04-061-0221-2-4353
FY Budgeted Amount: $179,000.00
Grant Funded: No
Funding Source: General Fund One-Time

Policy Impact:
The purchase of department issued Police Patrol Rifles has no impact on City policies.

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
The City of Flagstaff identified a state-contract between the City of Scottsdale and Sionics Weapons Systems, which provided a comparable scope of service. Previous analysis and quotations obtained from various rifle vendors indicated that Sionics Weapons Systems maintained the lowest cost of each vendor while simultaneously providing premium quality components.

Background and History:
In 2008, the Flagstaff Police Department approved patrol rifles to be used in police operations. Some rifles were obtained from the US ARMY's LESO program for use in Law Enforcement. These rifles are still used to this day, with upgraded components purchased in FY 2023-2024. FPD previously permitted sworn personnel to utilize their Uniform Reimbursement to purchase rifles for use on duty. The Uniform Reimbursement was updated to a Uniform Allowance in 2023-2024, which excludes reimbursement for equipment. As a result, the Police Department is required to provide department-issued critical equipment (ie: Rifles) to each sworn officer. These rifles will be used on patrol on a daily basis for a variety of situations, to include response to violent crimes involving weapons, school/business threats, political VIP events, large event gatherings, and humane dispatching of injured animals.
The City's Procurement team worked with Scottsdale's Procurement team to utilize their agency contract for a piggy-back purchase. City of Scottsdale conducted a competitive and open procurement process through Request for Proposals 20PB021 that resulted in Contract No. 20PB021 with Contractor.

Connection to PBB Priorities and Objectives:
High Performing Governance -- By providing sworn Officers with patrol rifles, the City will improve the ability for the Flagstaff Police department to perform their public safety duties by providing officers with an effective tool to support and safeguard victims of violent crime.
Safe and Healthy Community -- The ability for sworn police officers to respond in the field to critical incidents with this vital tool is crucial to their day to day and emergency job response functions. Officers are tasked with responding to often tense, uncertain and rapidly evolving situations, and need to be equipped with modern tools in order to be prepared for handling the events of a call, not only for their safety, but in keeping the greater public safe. The rifles are also suppressed which will reduce noise pollution to the community when deployed and reduce potential injury to officer's hearing when in use.

Connection to Regional Plan:
Goal PF.3 -- Provide high quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Connection to Carbon Neutrality Plan:
Health and Safety - Improve police interaction with the community by reducing noise pollution and protecting officer's and citizens hearing when deployed.

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
Provide Officers with critical equipment in order to provide exemplary service to the Citizens of Flagstaff through the establishment of a partnership of shared responsibility, support, and trust with the law abiding members of the community.

Attachments: Cooperative Purchase Contract

COOPERATIVE PURCHASE CONTRACT
Contract No. 2025-95

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and **Cats Arms LLC dba SIONICS Weapon Systems**, an Arizona limited liability company ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of police rifles;

B. The City of Scottsdale conducted a competitive and open procurement process through Request for Proposals 20PB021 that resulted in Contract No. 20PB021 with Contractor ("Agency Contract"); and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

PURCHASE OF 75 POLICE RIFLES

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as *Exhibit A* and incorporated by reference.

3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit B*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.

4. Payment: Payment to Contractor for the materials and/or services not to exceed **one hundred seventy-eight thousand nine hundred ninety-nine dollars and fifty-five cents (178,999.55)**; made in accordance with the price list and terms set forth in the Agency Contract. Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than $100,000; otherwise, City Council approval is required.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Alexander Chirovsky
City of Flagstaff
911 E Sawmill Rd
Flagstaff, AZ 86001
achirovsky@flagstaffaz.gov
928-679-4137

To Contractor:
Joshua E. Katz
CEO, SIONICS Weapon Systems
4639 East 1st Street
Tucson, Arizona 85711
jkatz@sionicsweaponsystems.com
520-396-3460
520-955-4868

With a copy to:
Emily Markel
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Emarkel@flagstaffaz.gov
928-213-2276

(Remainder of Page Intentionally Blank)

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

CATS ARMS LLC DBA SIONICS WEAPON SYSTEMS:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated September 4, 2024

EXHIBIT A
SCOPE OF WORK
(attached)

1. SIONICS Weapon Systems – Quotation#17124-II-FPD

SIONICS Weapon Systems - Quotation#17124-II - FPD

Quotation Date: 17-October-2024

To: Flagstaff Police Department
911 East Sawmill Road
Flagstaff, Arizona 86001

From: SIONICS Weapon Systems
4639 East 1st Street
Tucson, Arizona 85711

Description	Units	Cost Per Unit	Amount
Patrol Three SBR - Flagstaff Edition - FET Exempt	75	$1,019.95	$76,496.25
Flagstaff Edition includes SWS 11.5" Medium Contour Barrel, SWS 10.8" M-LOK Rail, SWS 3-Slot M-LOK Rail Piece, SWS NP3 Coated BCG,			
Radian Ambidextrous Charging Handle, SWS Enhanced Trigger, SWS Ambidextrous Selector, SWS H2 Buffer, SWS QD End Plate,			
Magpul MOE SL Stock, Magpul K-2 Grip, Magpul Trigger Guard, Magpul MBUS 3 Sights, Magpul Rail Cover Type 2 x 9 - Installed,			
Spinco Enhanced Buffer Spring, Sprinco HD Extractor Spring and Magpul PMAG 30 AR/M4 GEN M2 MOE x 3			
*Laser Engraved Lower Receiver included in Price			
Flagstaff Accessory Package	75	$1,175.69	$88,176.75
Flagstaff Accessory Package includes SIONICS MCTR w/ Micro Muzzle Brake, Aimpoint Duty RDS, Streamlight ProTac RM HL-X Pro USB and Magpul MS4 Dual QD Sling GEN2			

Sub Total	$164,673.00
Arizona Sales Tax - 8.7%	$14,326.55
Sub Total #2	$178,999.55
Shipping	Agency Pickup - Discount Applied
TOTAL	**$178,999.55**

This Quotation is based on the issuance of an Official Department Purchase Order and F.A.E.T. Exemption

EXHIBIT B.1 – B.3
AGENCY CONTRACT
(attached)

B.1 Agency Contract – IFB #20PB021
B.2 Agency Contract Extension to December 18, 2024
B.3 Vendor Offer and Acceptance
B.4 Pricing – IFB Solicitation #20PB021

	ISSUING AGENCY – CITY OF SCOTTSDALE
	FORMAL INVITATION FOR BID **POLICE RIFLES** **IFB #20PB021**

CRITICAL DATES

BID SUBMITTAL DUE:	**2:00 PM, LOCAL TIME, NOVEMBER 22, 2019**
QUESTIONS DUE:	**10:00 AM, LOCAL TIME, NOVEMBER 14, 2019**
APPROVED ALTERNATE SUBMITTALS DUE:	**10:00 AM, LOCAL TIME, NOVEMBER 14, 2019**

SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until the time and date stated above in the CRITICAL DATES section of the solicitation, at the Purchasing Department Front Desk, located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. ***All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.*** **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

INFORMATION REQUESTS

Requests for any information relating to this solicitation should be directed to the purchasing staff listed below:

John Snow
Bid & Contract Specialist
480-312-5716
JSnow@ScottsdaleAZ.gov

Bidders shall not contact any City of Scottsdale employee, officer, or director other than purchasing regarding this solicitation until after the award of a contract. Any such unauthorized contact may result in bidder being disqualified from further consideration.

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

The Instructions to Bidders and General Terms and Conditions for formal solicitations, are listed as attachments A and B as outlined below and shall be downloaded by prospective Bidders as part of the solicitation.

Attachment A - Formal Solicitation Instructions to Bidders (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).

Attachment B - Formal Solicitation General Terms and Conditions (current version at time of posting). Applies to all formal Invitation for Bids (IFB) and Request for Proposals (RFP).

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IFB #20PB021

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SECTION 1 - INTRODUCTION	
	POLICE RIFLES **IFB #20PB021**

A. INTENT

1. The City of Scottsdale invites sealed submittals for the purchase of **NEW** AR-15 type 5.56 short barrel upper assemblies, rifle components, rifle accessories, and rifle parts for use by police department personnel. The City of Scottsdale will not accept bids for used or refurbished items.

2. The City of Scottsdale anticipates placing an initial order for seventeen (17) upper assemblies. The actual order requests, and order requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

3. Bidder shall familiarize themselves with the nature and extend of the solicitation and contract documents, products to be purchased, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or the delivery of the required product(s).

4. The Bidder is encouraged to read the solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Bidder. The Bidder is also encouraged to carefully review their final submittal documents.

5. The Contract shall be awarded to the lowest responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

B. BACKGROUND

The Scottsdale Police Department proudly serves the City of Scottsdale, a vibrant southwest community that as of July 1, 2018 has an estimated population of 255,310 persons in an area approximately 185 square miles, stretching 31 miles from north to south. Scottsdale is a premier community known for a high quality of life with attractive residential, working and shopping areas. It is an internationally recognized visitor destination and a thriving location for business. Scottsdale consistently ranks among the nation's best places to live, with top-rated schools, award winning parks, low crime and a vibrant economy.

The Department remains a progressive and innovative law enforcement agency, possessing strong values that emphasize ethical behavior, principled decision-making, commitment to serving the community and an appreciation for diversity. The organization is proud to be nationally accredited by the Commission on Accreditation for Law Enforcement Agencies since 1994, reflecting the commitment of the Department to constantly improve the quality of service provided to the citizens of Scottsdale.

SECTION 2 – STATEMENT OF NEED	
	POLICE RIFLES **IFB #20PB021**

A. SPECIFICATIONS

1. The City of Scottsdale Police Department has a need to contract for the purchase of **NEW** AR-15 type 5.56 short barrel upper assemblies, rifle components, rifle accessories, and rifle parts.

2. PRE-APPROVED PRODUCTS

   The following is a list of pre-approved products for this solicitation and resulting contract. If the Bidder is planning to supply the exact brand listed, for the purpose of this solicitation, the Bidder **DOES NOT** have to make a request for an approved alternate.

   If the Bidder would like to bid a brand not listed below, the Bidder must follow the procedure outlined in the "Approved Alternate" section of the Instructions to Bidders. The Contract Administrator will determine whether an "Approved Alternate" submitted to the city for review is approved or denied.

   The City of Scottsdale has pre-approved the following products:

   AR-15 Type Short Barrel (SBR) Upper Assemblies

BRAND
Sionics Weapon Systems

   Rifle Components, Accessories, and Parts

BRAND
Aimpoint
Dead Air Armament
EOTech
Magpul
OSS Suppressors
SilencerCo
Sionics Weapon Systems Parts
Streamlight
SureFire
Thermal Defense Solutions
Trijicon

3. TECHNICAL SPECIFICATIONS – AR-15 TYPE SHORT BARREL (SBR) UPPER ASSEMBLY

3.1 Direct gas impingement designed for suppressed and unsuppressed use.

3.2 The barrel shall be 5.56x45mm NATO chambering.

3.3 The barrel shall be medium weight contour with 1/7 twist.

3.4 The barrel shall be button rifled and chrome lined.

3.5 Barrel shall be 11.5” in length.

3.6 Gas port sizing shall be optimized for suppressor use.

3.7 The complete bolt carrier group shall be coated with (NP3 or ArmorLube coating).

3.8 The handguard shall be M-LOK with integrated Quick Detach (QD) attachment points and 10” in overall length.

3.9 A standard Mil-spec charging handle.

3.10 An M-LOK picatinny rail piece shall be included with each rail.

3.11 Magpul M-LOK rail covers Type 2 shall be included (9 pieces) per upper.

B. CONTRACTOR QUALIFICATIONS

1. Bidder shall have been conducting business providing similar products as requested in the solicitation for a **MINIMUM** of three (3) consecutive years.

2. Bidder shall be a manufacturer or an authorized vendor/reseller of the products being bid in response to this solicitation.

3. The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI, and O.S.H.A. laws, rules, and regulations and all other applicable regulations for the term of this contract.

4. The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

5. The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

C. CONTRACTOR'S RESPONSIBILITIES

1. WARRANTY

   All materials provided under the scope of this Contract shall be warranted for a **MINIMUM** of twelve (12) months from the date of delivery, or as specified by the manufacturer if greater than twelve (12) months. ALL WARRANTIES SHALL START FROM DATE OF DELIVERY TO THE CITY OF SCOTTSDALE. All warranty items/issues/concerns shall be resolved at no charge to the City of Scottsdale. This shall include, but not be limited to, parts, labor, freight, travel, etc. All warranty items/issues/concerns shall be resolved within a time frame determined by the Contract Administrator. The Contractor shall warranty all equipment and services provided by a subcontractor just as if supplied directly by the Contractor.

2. PRODUCT DELIVERY AND ORDER DELAYS

   2.1 Serial Numbers Any items offered under this contract shall not contain an original manufacturer's serial number that has been altered in any way. Any equipment and/or goods discovered to have an altered original serial number shall be given a full exchange or refund upon return by the City.

   2.2 Contract pricing shall be F.O.B. Destination to the delivery address identified below. All pricing shall be firm, fixed and inclusive of all freight, delivery and all other costs incidental to the products purchased. Contractor shall retain title and control of all goods until they are delivered, received and contract coverage has been completed. All risk of transportation and all related changes shall be the responsibility of the Contractor. All claims for visible and concealed damage shall be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

   DELIVERY ADDRESS:
   City of Scottsdale
   ATTN: Warehouse
   9191 E. San Salvador Drive
   Scottsdale, AZ 85258

   2.3 Delivery Commitment The Vendor shall abide by the Delivery Commitments and shall have clear policies in place for delivery completion time frames. The awarded Vendor shall be required to deliver all goods within the number of days identified on the Bid Form. The City shall have the right to cancel all orders that are not delivered within the stated time frame, or mutually agreed upon time frame with no penalty.

   2.4 Order Delays The Vendor shall notify the City as soon as possible regarding any delays related to an order by the City. The Vendor shall provide the City an estimated delivery time schedule.

   2.5 Packing Slip(s) Each shipment shall include a packing slip showing the Purchase Order No., Item # and description, Price, and the Quantity shipped.

3. PRODUCT DISCONTINUANCE

   3.1 In the event that a product is discontinued by a manufacturer, written notice shall be submitted to the City within ten (10) business days of notification from manufacturer. A formal announcement or documentation from the manufacturer shall accompany the written notice to the City. The City at its sole discretion may allow the Vendor to provide

replacements for the discontinued product(s) or allow the deletion of such product from the contract. Approval shall be in form of a Contract Change Order.

3.2 Replacement Products Documentation describing any replacement products providing clear evidence that the proposed replacement product meets or exceeds the specification of the discontinued product, MSDS sheets, and product for testing, if required by the Contract Administrator. Documentation confirming that the price for the replacement product is equivalent or less than the discontinued item. The City will be the sole approver in determining if the replacement product is acceptable.

3.3 Defective Products All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, re-shipping or other like expenses shall be borne by the contractor. All replacement products must be received by the ordering agency within thirty (30) days of initial notification or as mutually agreed upon by the Contract Administrator and the Contractor.

3.4 Recall Notices In the event of any recall notice, technical service bulletin, or other important notification affecting a product offered under this contract, a notice shall be sent to the Contract Administrator. Each notice shall reference the affected purchase order and product being recalled.

D. CITY'S RESPONSIBILITIES

1. The Contract Administrator for the resulting contract shall be the Police Sergeant Training Unit or designee.

1. ACCEPTANCE / AGREEMENT

Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

2. CITY OBSERVED HOLIDAYS

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

City Holidays Include: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (plus Day after Thanksgiving), Christmas Day.

a.	New Year's Day	January 1st (or Friday before or Monday after)
b.	Martin Luther King Day	3rd Monday in January
c.	President's Day	3rd Monday in February
d.	Memorial Day	Last Monday in May
e.	Independence Day	July 4th (or Friday before or Monday after)
f.	Labor Day	1st Monday in September
g.	Veteran's Day	November 11 (or Friday before or Monday after)
h.	Thanksgiving Day	4th Thursday in November
i.	Day after Thanksgiving	Friday, day after Thanksgiving
j.	Christmas Day	December 25th (or Friday before or Monday after)

3. CONTRACT ADMINISTRATION

The Contract Administrator, as identified in the Statement of Need shall audit the billings, approve payments, establish schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

4. DELAYS AND EXTENSIONS

During the course of this Contract, if deemed in the best interest of the City of Scottsdale, an extension of time may be granted. However, any time extension so granted shall not constitute or operate as a waiver by the City of Scottsdale of any of its rights herein.

5. DELIVERY

Once a Purchase Order is placed with the Contractor, the Contractor shall complete all work associated with the Purchase Order within thirty (30) days, or as approved by the Contract Administrator.

The Contractor shall deliver any orders to the North Corporation Yard Warehouse located at 9191 E. San Salvador Drive, Scottsdale, Arizona 85258 between the hours of 7:00 AM and 2:00 PM, Monday through Friday (excluding holidays).

6. FREIGHT

All shipments of goods covered under the scope of this Contract are F.O.B. City of Scottsdale. All standard freight and/or delivery charges shall be included in the unit pricing quoted/bid herein. The only allowable freight and/or delivery charges shall be if the Contract Administrator specifically requests other than standard freight and/or delivery (e.g., overnight delivery, etc.). Special freight charges shall be quoted to and authorized by the Contract Administrator prior to invoicing.

7. FUEL SURCHARGES

Fuel surcharges shall NOT be allowable during the term of this Contract.

8. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General
Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy
By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor may it be construed or considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by The City of Scottsdale, unless specified otherwise in this Contract.

Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
    a) Commercial General Liability
    b) Auto Liability
    c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.

3. All policies, except Professional Liability Insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor's receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability Insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

9. INVOICING

All invoices submitted for work done under the scope of this Contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

10. MULTIPLE AWARDS

If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple Contracts as a result of the solicitation process. While multiple awards are possible, the preferred procedure is to make a single award for each commodity or category of commodity.

11. PACKAGING

All products supplied under this Contract shall be delivered in the manufacturer's standard package and have the following **MINIMUM** information clearly distinguishable on each package: the part Manufacturer's name, manufacturer's part number, size and grade (if applicable).

12. PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The proposed increased rate shall be based upon presentation by the Contractor and review by the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

Price Escalation for AR-15 type 5.56 short barrel upper assemblies **ONLY**

The percentage increase in the unit pricing may not exceed the percent in the United States "Producer Price Index" (PPI). Series ID# WPU1513 (Not Seasonally Adjusted), Item: Small arms and ammunition, for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics. Found at: www.bls.gov/ppi/.

Price Escalation for rifle components, rifle accessories, and rifle parts **ONLY**

The **ONLY** allowable change in pricing shall be an update of the Manufacturer' s price sheet. The price sheet structure **MUST** remain the same (i.e. If the Contractor originally bid List less fifty percent (50%) and submitted the Manufacturer' s Price Sheet, at the anniversary date of the Contract the **ONLY** change the Contractor can make in regard to pricing is to replace the old Price Sheet with a current Price Sheet). No change to the discount percentage shall be allowed. Price sheets can only be updated thirty (30) days prior to the annual anniversary date of the Contract. Failure to request a price sheet change in the timeframe specified herein may result in the denial of any increase requested.

13. PRICING

Pricing shall be listed on the Bid Form. Prices quoted by the Bidders shall be applicable during the entire initial term of the Contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Bid Form herein. Bidders failing to comply with this requirement may be declared non-responsive.

All charges associated with this Contract **MUST** be shown on the Bid Form returned by the Bidder or other supporting documentation. Any charges not listed on the Bid Form or supporting documentation submitted with the Bidder's proposal response shall not be allowed during the Contract period and any applicable extensions.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale or differentiated on the Bid Form or other supporting documentation.

The Bidder is strongly encouraged to offer additional pricing for related items, products and services, which are not specifically addressed as line items in this solicitation but are directly related to the items and products requested by the City herein and offered by the Bidder. Additional items, products and services proposed pricing should be noted on the Bid Form or a separate attachment to Bidder's submittal document.

14. PRODUCT TESTING AND QUALITY CONTROL

The City of Scottsdale reserves the right to perform periodic, random, unannounced, testing of any goods delivered under the scope of this Contract. The goods shall be tested for conformance to the specifications contained herein. The Contractor shall have twenty-four (24) hours to replace any goods failing the tests conducted by an independent laboratory, at no additional charge to the City of Scottsdale.

Furthermore, all costs associated with the failed testing shall be borne by the Contractor.

Three (3) failed test reports within a twelve (12) month period may result in the Contract being terminated.

15. PURCHASING PROCEDURE

All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

All shipments from the Contractor shall contain a priced packing slip or invoice. Shipments will be checked in by City Staff only. All priced packing slips must match the final invoice sent to the City of Scottsdale's Accounts Payable department.

16. QUALITY STANDARDS OF MATERIAL

If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s)/services(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

17. QUANTITY

The estimated quantities that will be required during the initial term of this Contract are indicated on the Pricing Proposal Form contained herein.

The actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

18. TERM OF AGREEMENT

The term of this Contract shall be for a one (1) year period from the effective date of the contract award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

19. THIRD PARTY BENEFICIARY

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the Consultant, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.

20. UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current Contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original Contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

SECTION 4 – SUBMITTAL PREPARATION REQUIREMENTS	
	POLICE RIFLES **IFB #20PB021**

NOTICE: Bidders are not required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your submittal. Please review the submittal requirements below for the list of information to be included with your submittal.

To constitute a valid responsive bid by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- ☐ **Offer/Acceptance Document (COS Form)** – Complete Offer portion of the document, signed in ink.
- ☐ **Bid Form(s) (COS Form)** – Fully completed Solicitation Bid Form.
- ☐ **Bidder General Disclosure Form (COS Form)** – Fully completed General Disclosure Form, signed in ink.
- ☐ **Bidder Litigation Disclosure Form (COS Form)** - Fully completed Litigation Disclosure Form, signed in ink.
- ☐ **Reference List (COS Form)** –Fully completed Reference List.
- ☐ **List of Subcontractors (COS Form)** – Fully completed Subcontractor's List.
- ☐ **Bidder Questionnaire Form (COS Form)** – Fully completed Bidder Questionnaire Form.
- ☐ **Original Bid / Bid Copies** – Identify and submit one (1) ***unbound original*** and one (1) ***copy*** of the Bidder's response (Bid copy may be bound if the Bidder so desires).

NOTE:

"Please ***do not*** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist."

All submittals are to be completed on the City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.

SECTION 5 – REQUIRED FORMS	
	POLICE RIFLES **IFB #20PB021**

Required Forms attached following this page.

OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION #	20PB021	SOLICITATION TITLE:	POLICE RIFLES

OFFER

TO THE CITY OF SCOTTSDALE:
The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Bidder's signature on this Offer form certifies that he has read; understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non-Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:
Company Name		Printed Name
Address		Title
City State Zip		Phone
Signature for Bidder	Date	Fax E Mail
Printed Name and Title of Authorized Signatory		Address (if different from Company info)
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract** #20PB021

The contract consists of the following documents: 1) Solicitation #20PB021 and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment_____, dated_____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : ☐ Payment Bond ☐ Performance Bond, ☐ Insurance Certificate(s), ☐ I.R.S. Form W-9/Taxpayer ID No. & Certification, ☐ other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.	**City of Scottsdale**, a municipal corporation Offer Accepted and Awarded this _____ day of _____ , 201__
Risk Management issues reviewed and approved as to form _____, 201__ by City of Scottsdale Risk Management Director	_____ Robert Schoepe, Purchasing Director, CPM
Recommended award approved _____, 201__ by City of Scottsdale Contract Administrator	Or Designee _____ As City of Scottsdale Purchasing Director

BID FORM – PAGE 1 OF 1	
	POLICE RIFLES **IFB #20PB021**

Unit prices quoted shall be applicable for any quantity ordered by the City. Unit prices quoted shall be all inclusive and include all pertinent fees normally associated with this type of service which include but is not limited to transport, delivery, F.O.B. freight, shipping, etc.

ITEM #	DESCRIPTION	BRAND	PART #	UNIT PRICE	QTY	EXTENDED PRICE
1	**NEW** AR-15 type 5.56x45mm NATO short barrel upper assembly			$	17	$

*****TAXES***

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: City of Scottsdale Warehouse, 9191 E. San Salvador Drive, Scottsdale, AZ 85258

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within _____ days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The Bidder hereby acknowledges that his bid pricing is based on all of the addenda that were issued by the City prior to opening of this bid.

NO BID: If no bid please state reason:

_____

COMPANY NAME: _____

SUMMARY PRICE SHEET QUOTATION FORM/CATALOG DISCOUNT FORM	
	POLICE RIFLES **IFB #20PB021**

A **MINIMUM** of one (1) copy of each price sheet listed below **MUST** be included with the Bidder's submittal document. Price sheets and the indicated discount structure shall be used to verify the prices quoted on all products herein by the Bidder. **ALL** prices quoted for products herein **MUST** match the price sheet and discount structure indicted below.

ITEM	PRICE SHEET NUMBER AND DATE	PRICING STRUCTURE
EXAMPLE: John's Optics & Suppressors	January 2019	List Less 50%

BIDDER GENERAL DISCLOSURE FORM	
	POLICE RIFLES **IFB #20PB021**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

☐ YES ☐ NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

☐ YES ☐ NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

☐ YES ☐ NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

_____ _____

Signature Title

_____ _____

Printed Name Date

COMPANY NAME: _____

BIDDER LITIGATION DISCLOSURE FORM	
	POLICE RIFLES **IFB #20PB021**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

☐ YES ☐ NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

☐ YES ☐ NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

☐ YES ☐ NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

_____ _____

Signature Title

_____ _____

Printed Name Date

COMPANY NAME: _____

REFERENCES	
	POLICE RIFLES **IFB #20PB021**

List minimum of law enforcement customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Invitation for Bid, during the past three years. Include the length of any contracts listed. Bidders may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Bidders under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #:_____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #:_____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #:_____

Email: _____ Date of Service: _____

Type of Service Provided: _____

YOUR COMPANY NAME: _____

LIST OF SUBCONTRACTORS	
	POLICE RIFLES **IFB #20PB021**

COMPANY NAME: _____

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

BIDDER QUESTIONNAIRE – COMPANY INFORMATION	
	POLICE RIFLES **IFB #20PB021**

COMPANY INFORMATION

Company Local Office Physical Address _____

Office Daytime Phone Number _____

Office Fax Number _____
Telephone Ordering Phone Number(s)

Company Email Address _____

Company Operating Hours (Monday – Friday) _____

Company Hours (Saturday) _____

NAME OF MAIN CONTACT _____
(*assigned to this contract*)

Office Phone Number of Main Contract _____

Cellular Phone Number of Main Contact _____

Email of Main Contact _____

NAME OF COMPANY MANAGER _____

Office Phone Number of Company Manager _____

Email of Company Manager _____

After Hour/Emergency Phone Number(s) _____

_____

Signature_____

Printed Name: _____

Title _____

Company _____

SECTION 6 - ATTACHMENTS	
	(SOLICITATION TITLE) **(SOLICITATION ABBREVIATION) #(SOLICITATION #)**

A. INSTRUCTIONS TO BIDDERS – Shall be downloaded as part of this solicitation

B. GENERAL TERMS AND CONDITIONS - Shall be downloaded as part of this solicitation

City of Scottsdale

Contract Extension

Solicitation Number	20PB021
Title	POLICE RIFLES
Contractor	SIONICS WEAPON SYSTEMS
Date	11/27/23
Description	Contract Extension #4
Contract Change	**Effective December 19, 2023 to December 18, 2024** The City of Scottsdale hereby extends Contract 20PB021, all terms, conditions and pricing shall remain the same as the initial contract. Contract terms and conditions require **current** certificates of insurance to be on file with the City during the contract term. Failure to do so may render this extension void. The required insurance limits are listed in the original contract. The current insurance expiration dates the City has on file are provided below: General Liability – expired 2/18/2023

Contractor

Sionics Weapon Systems

By: Joshua E. Katz 11-DEC-2023

Signature Date

Joshua E. Katz

Printed Name

Member

Title

City of Scottsdale

By: 12/19/23

Zachary Dylong Date

Contract Administrator

By: Eveline Vanda 12/19/23

Eveline Vanda Date

Bid & Contract Analyst

BID FORM – PAGE 1 OF 1	
	POLICE RIFLES IFB #20PB021

Unit prices quoted shall be applicable for any quantity ordered by the City. Unit prices quoted shall be all inclusive and include all pertinent fees normally associated with this type of service which include but is not limited to transport, delivery, F.O.B. freight, shipping, etc.

ITEM #	DESCRIPTION	BRAND	PART #	UNIT PRICE	QTY	EXTENDED PRICE
1	NEW AR-15 type 5.56x45mm NATO short barrel upper assembly	SIONICS	Patrol Three SBR Upper-LE - SPD	$ 559.95	17	$ 9,519.15

TAXES

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: City of Scottsdale Warehouse, 9191 E. San Salvador Drive, Scottsdale, AZ 85258

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within 20 days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The Bidder hereby acknowledges that his bid pricing is based on all of the addenda that were issued by the City prior to opening of this bid.

NO BID: If no bid please state reason:

_____

COMPANY NAME: SIONICS Weapon Systems

OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION #	20PB021	SOLICITATION TITLE:	POLICE RIFLES

OFFER

TO THE CITY OF SCOTTSDALE:
The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Bidder's signature on this Offer form certifies that he has read; understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non-Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:
Company Name SIONICS Weapon Systems		Printed Name Joshua E. Katz
Address 5118 East Pima Street		Title Member
City Tucson State Arizona Zip 85712		Phone 520-396-3460
Signature for Bidder	Date 11/15/19	Fax 520-844-8329 E Mail jkatz@sionicsweaponsystems.com
Joshua E. Katz		
Printed Name and Title of Authorized Signatory		Address (if different from Company info)
26-2995962		
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The Contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract #**20PB021

The contract consists of the following documents: 1) Solicitation #20PB021 and all addendums (if applicable) as issued by the City; 2) The Contractor's response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment_____, dated_____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : ☐ Payment Bond ☐ Performance Bond, ☐ Insurance Certificate(s), ☐ I.R.S. Form W-9/Taxpayer ID No. & Certification, ☐ other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.	**City of Scottsdale**, a municipal corporation Offer Accepted and Awarded this _____ day of _____ , 201__
Risk Management issues reviewed and approved as to form _____, 201__ by City of Scottsdale Risk Management Director	
Recommended award approved _____, 201__ by City of Scottsdale Contract Administrator	_____ Robert Schoepe, Purchasing Director, CPM Or Designee _____ As City of Scottsdale Purchasing Director

BID FORM – PAGE 1 OF 1	
	POLICE RIFLES **IFB #20PB021**

Unit prices quoted shall be applicable for any quantity ordered by the City. Unit prices quoted shall be all inclusive and include all pertinent fees normally associated with this type of service which include but is not limited to transport, delivery, F.O.B. freight, shipping, etc.

ITEM #	DESCRIPTION	BRAND	PART #	UNIT PRICE	QTY	EXTENDED PRICE
1	**NEW** AR-15 type 5.56x45mm NATO short barrel upper assembly	SIONICS	Patrol Three SBR Upper-LE - SPD	$ 559.95	17	$ 9,519.15

***TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: City of Scottsdale Warehouse, 9191 E. San Salvador Drive, Scottsdale, AZ 85258

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within 20 days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The Bidder hereby acknowledges that his bid pricing is based on all of the addenda that were issued by the City prior to opening of this bid.

NO BID: If no bid please state reason:

_____

COMPANY NAME: SIONICS Weapon Systems

SUMMARY PRICE SHEET QUOTATION FORM/CATALOG DISCOUNT FORM	
	POLICE RIFLES **IFB #20PB021**

A **MINIMUM** of one (1) copy of each price sheet listed below **MUST** be included with the Bidder's submittal document. Price sheets and the indicated discount structure shall be used to verify the prices quoted on all products herein by the Bidder. **ALL** prices quoted for products herein **MUST** match the price sheet and discount structure indicted below.

ITEM	PRICE SHEET NUMBER AND DATE	PRICING STRUCTURE
EXAMPLE: John's Optics & Suppressors	January 2019	List Less 50%
SIONICS Weapon Systems	Current Website	List Less 25.33%* *Discount not the same on all SWS items

View larger

11.5" - Patrol Three - Upper Receiver Group - Reduced Port

Reference: PAT3URGP-NFA

Condition: New product

SIONICS 11.5" - Patrol Three Upper Receiver Group with 10.5" SIONICS M-LOK V3 Rail and our Reduced Gas Port barrel. All Upper Receiver Assemblies are test fired before shipping - *NFA Rules Apply*

2 Items Ships in 2 to 3 Days

Tweet Share Google+ Pinterest

Write a review

Send to a friend

Print

$749.85

Quantity

1

Charging Handle

- None
- GI Charging Handle (+$19.95)
- Radian Raptor Ambidextrous (+$79.95)

SIONICS M-LOK Rail Piece

- Yes (+$10.00)
- No

Add Magpul MBUS Pro Sights

- Yes (+$130.00)
- No

Bolt Carrier Group

- None
- Phosphate BCG (+$119.95)
- BCG - NP3 Coated (+$179.95)

Add to cart

Add to wishlist

BIDDER GENERAL DISCLOSURE FORM	
	POLICE RIFLES **IFB #20PB021**

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

☐ YES ☒ NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

☐ YES ☒ NO

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

☐ YES ☒ NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature

Joshua E. Katz
Printed Name

Member
Title

15-November-2019
Date

COMPANY NAME: SIONICS Weapon Systems

BIDDER LITIGATION DISCLOSURE FORM

POLICE RIFLES

IFB #20PB021

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

[ ] YES [X] NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

[ ] YES [X] NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

[ ] YES [X] NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature

Member
Title

Joshua E. Katz
Printed Name

15-November-2019
Date

COMPANY NAME: SIONICS Weapon Systems

REFERENCES	
	POLICE RIFLES **IFB #20PB021**

List minimum of law enforcement customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Invitation for Bid, during the past three years. Include the length of any contracts listed. Bidders may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Bidders under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: Buckeye Police Department

Company Address: _____

City/State/Zip: _____

Contact Person: Desmond Branston / Training Division Telephone #: 623-349-6431

Email: dbranston@buckeyeaz.gov Date of Service: 5+ Years

Type of Service Provided: Weapons Manufacturing

Company Name: Colorado State Patrol

Company Address: _____

City/State/Zip: _____

Contact Person: Sgt. Wayne Sanderlin / Logistics Section Telephone #: 303-273-1664

Email: wayne.sanderlin@state.co.us Date of Service: Contract Started in 2018

Type of Service Provided: Weapons Manufacturing

Company Name: Atlanta Police Department

Company Address: _____

City/State/Zip: _____

Contact Person: Pete Fite / Firearms Training Unit Telephone #: 404-932-7578

Email: pfite@atlantaga.gov Date of Service: 5+ Years

Type of Service Provided: Weapons Manufacturing

YOUR COMPANY NAME: SIONICS Weapon Systems

LIST OF SUBCONTRACTORS	
	POLICE RIFLES **IFB #20PB021**

COMPANY NAME: SIONICS Weapon Systems

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: N/A LICENSE: N/A

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: N/A LICENSE: N/A

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: N/A LICENSE: N/A

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: N/A LICENSE: N/A

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

BIDDER QUESTIONNAIRE – COMPANY INFORMATION	
	POLICE RIFLES **IFB #20PB021**

COMPANY INFORMATION

Company Local Office Physical Address	5118 East Pima Street Tucson, Arizona 85712
Office Daytime Phone Number	520-396-3460
Office Fax Number	520-844-8329
Telephone Ordering Phone Number(s)	sales@sionicsweaponsystems.com
Company Email Address	Monday through Friday - 0700 - 1600
Company Operating Hours (Monday – Friday)	Closed
Company Hours (Saturday)	

NAME OF MAIN CONTACT
(*assigned to this contract*)

	Joshua E. Katz
Office Phone Number of Main Contract	520-396-3460 - Extension#301
Cellular Phone Number of Main Contact	520-955-4868
Email of Main Contact	jkatz@sionicsweaponsystems.com

NAME OF COMPANY MANAGER

	Joshua E. Katz
Office Phone Number of Company Manager	520-396-3460
Email of Company Manager	jkatz@sionicsweaponsystems.com
After Hour/Emergency Phone Number(s)	520-955-4868

Signature _____

Printed Name: Joshua E. Katz

Title Member

Company SIONICS Weapon Systems

RECEIVED

19 NOV 19 AM 10:05

CITY OF SCOTTSDALE
PURCHASING DIVISION

DATE/TIME STAMP

City of Scottsdale
Purchasing Office

☐ alternate

☒ solicitation?

Receipt of:

SOLICITATION # 20PB021

COMPANY NAME: JEK - Sionics

RECEIVED BY: JP

white: bid submittal - yellow: vendor copy - pink: file copy

PUR2008-2112BR (2/2008)

CITY OF SCOTTSDALE

FINAL RECOMMENDED BID TABULATION

IFB SOLICITATION: #20PB021 **DESCRIPTION: POLICE RIFLES**

Final Bid Tab Date: 12/10/2019

Bid & Contract Specialist: John Snow, CPPO

This represents the final award recommendation. The bids have been reviewed for responsiveness, responsibility and any other established evaluation criteria from the solicitation and the results are shown below.

BIDDER	BID RANK (1 to xx)	UNIT PRICE	EXTENDED PRICE	RECOMMENDED FOR AWARD X
SIONICS Weapon Systems	1	$559.95	$9,519.15	X
Patriot Ordnance Factory, Inc.	NR	Non-Responsive		

Legend: NB = No Bid / NR = Non-Responsive / WD = Withdrawn / DQ = Disqualified

Notes:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Seth Gregar, Fire Captain

Co-Submitter: Mark Gaillard

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Approval of Contract: Approval the contract amendment to the Professional Services Contract with Terros Health to include Emergency Medical Care Technicians in the operations of the Community Alliance, Response & Engagement (CARE) Unit

STAFF RECOMMENDED ACTION:

1. Approve the contract amendment to Terros Health for the inclusion of Emergency Medical Care Technicians in the CARE Unit contract.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The initial three-year term of the City's contract with Terros Health to staff a mobile alternate response team is expiring in October 2024. The initial term may be extended for up to two successive one-year terms upon mutual consent of both the City and Terros. The focus of the discussions revolved around ways to improve the program. The proposed amendment would change the contract between the City and Terros Health to allow Terros Health to provide a certified Emergency Medical Care Technician (EMCT) to staff the CARE Unit instead of the Flagstaff Fire Department Emergency Medical Care Technicians. Terros Health staff members believe this staffing recommendation will positively impact the interactions with the clients, significantly improving the effectiveness of the CARE Unit.

The professional services contract includes the following proposed amendments:

- Update the Mobile Alternative Response Team to reflect the official name identified; Community Alliance, Response & Engagement or CARE
- Replace Emergency Medical Technician (EMT) with Emergency Medical Care Technician to reflect the certification title given by the Arizona Department of Health Services Bureau of Emergency Medical Services and Trauma System
- Staff Emergency Medical Care Technicians through Terros Health instead of Flagstaff Fire Department
- Add Cybersecurity and Privacy Breach Indemnification, Cybersecurity Liability coverage, Sexual Liability Insurance coverage, and Confidentiality expectations
- Describe service level expectations and communication needed to determine availability of unit
- Explain oversight by Flagstaff Fire Department Emergency Medical Services (EMS) Battalion Chief
- Create flexibility where CARE Unit is housed in a Fire Station or City facility
- Clarify what City equipment the City will continue to provide
- Include a 6-month check in following the date of the amended contract
- Provide a timeline for hiring and onboarding of Terros Health Emergency Medical Care Technicians
- Update the compensation schedule to reflect the change in personnel and related charges
- Remove items that were specific to the first few years of the contract that have been completed

Financial Impact:

The proposed amendment would include the addition of certified Emergency Medical Care Technicians to

Terros Health staffing. Terros Health has evaluated their staffing expenses related to the current contract and indicated the addition of the Emergency Medical Technicians would be $19,764 for year four of the contract and $22,488 for year five. The City has a budget allocation available for the CARE Unit to cover these additional expenses. Terros Health was able to absorb the rest of the cost by adjusting what is charged for the Flagstaff Clinical Manager, Director of Northern Arizona Crisis Services, and Senior Director of Crisis Services.

Account Number Budgeted: 001-03-051-0206-2-4290
FY2024-25 Budgeted Amount: $829,692.00 for the Terros contract
Funding Source: General Fund

Policy Impact:
No policy impacts associated with these amendments.

Previous Council Decision or Community Discussion:
City staff discussed proposed contract amendments with City Council on August 26, 2024, and there was direction to move forward with contract amendments.

Options and Alternatives to Recommended Action:
Direct City staff to consider other contract amendments.
Maintain current Flagstaff Fire Department Firefighter/EMT staffing and program oversight.

Background and History:
The City has been interested in providing an alternate response model for the past 8--10 years. The Flagstaff Fire Department has tried various models and the Criminal Justice Coordinating Council has also considered diversion programs. The City continued to pursue the vision to provide the community with crisis intervention and mental health stabilization services through a mobile response unit and implemented the Community Alliance, Response & Engagement (CARE) Unit in 2021. The CARE Unit began operations in 2022 and provides proactive outreach to the community and responds to public safety calls, such as, public intoxication, substance abuse, trauma informed, and mental or behavioral health related events received through the 9-1-1 Dispatch center. This CARE Unit is staffed with a Behavior Health Crisis Specialist and an Emergency Medical Care Technician.

Connection to PBB Priorities and Objectives:
Safe and Healthy Community-Provide and build upon the alternative response model and other community partnerships to best serve the mental and behavioral health needs of the community.
Inclusive and Engaged Community-Advance social equity and social justice in Flagstaff by supporting social services.
High Performing Governance-Serve the public by providing high quality customer service. Implement and communicate innovative and efficient local government programs, new ideas, and best practices.

Connection to Regional Plan:
Regional Plan
Public Buildings, Service, Facilities and Safety (Goal PF.3): Provide high-quality emergency response and publice safety services, including law enforcement, fire, medical, and ambulance transport services.
Public Buildings, Service, Facilities and Safety (Policy PF.3.1): Maintain high-quality effectiveness and efficiency in law enforcement, fire and emergency services to the extent that it is consistent with governmental operations, plans, public policies, population served, and monies available.

Connection to Carbon Neutrality Plan:
NA

Connection to 10-Year Housing Plan:
NA

Connection to Division Specific Plan:

Supports most appropriate utilization of qualified and trained employees, while ensuring non-emergent call types are being met.

Attachments: Contract

THIRD AMENDMENT

PROFESSIONAL SERVICES CONTRACT

Contract No. 2021-84

by and between
City of Flagstaff
and
Terros, Inc. dba Terros Health

This Third Amendment ("Third Amendment") to the fully executed Professional Services Contract No. 2021-84 dated October 19, 2021 ("Agreement") for the Mobile Response Services (currently referred to as "Community Alliance, Response & Engagement" or "CARE") is made this ___ day of _____, 2024, by and between the City of Flagstaff ("City") and Terros, Inc. dba Terros Health **("TERROS HEALTH").**

The Parties to the Agreement hereby agree to the following amendment. Deleted text has a ~~strikethrough~~ and new text is **BOLDED AND ALLCAPS AND RED FONT.**

THEREFORE, in consideration of their mutual promises in the Agreement, and any other amendments, the City and Terros Health agree to the following amendments:

RECITALS

A. Terros Health is a health care company specializing in crisis services, mental health, and substance abuse treatment. Terros Health is currently offering Terros Flagstaff Crisis Services for Coconino County. Terros Health is accredited by the Commission on Accreditation of Rehabilitation Facilities and is in good standing with the State of Arizona;

B. The City desires to provide the community with crisis intervention and mental health stabilization services through a mobile response unit. This mobile response unit will provide proactive outreach to the community and also respond to public safety calls, such as, public intoxication, substance abuse, trauma informed, and mental or behavioral health related events received through the Flagstaff Police Department ("FPD") Communication Center (or "9-1-1 Dispatch");

C. Terros Health desires to create a Mobile Alternative Response Team ("Mobile ART") staffed with Terros Health behavioral health crisis specialists ("Crisis Specialists") fully qualified by all necessary behavioral health education, training, experience, licensure, and/or certification to work in conjunction with the Flagstaff Fire Department ("FFD") to provide proactive outreach and respond to public safety calls for individuals in distress.

D. **DURING THE PERIOD THE AGREEMENT HAS BEEN IN EFFECT, THE PROGRAM HAS BEEN FORMALLY NAMED "COMMUNITY ALLIANCE, RESPONSE & ENGAGEMENT" OR ("CARE")**; and

E. The City and Terros Health desire to enter into the Contract establishing the terms and conditions under which ~~FFD~~ **TERROS HEALTH** Emergency Medical Technicians ("EMTs") and Crisis Specialists will provide **CARE** ~~Mobile ART~~ Services.

AGREEMENT

2. Scope of Services. The City **HAS PARTNERED WITH** ~~and~~ Terros Health **TO** ~~will~~ provide proactive outreach and respond to non-emergent public safety calls for individuals in distress, as identified in the **Scope of Services** **("CARE SERVICES")** ~~("Mobile ART Services")~~, attached hereto as **Exhibit A, AS AMENDED**, in accordance with the **Implementation Plan**, attached hereto as **Exhibit B, AS AMENDED**. **ANY REFERENCE TO "MOBILE ART" IN THE REMAINDER OF THE DOCUMENT SHALL BE REPLACED WITH "COMMUNITY ALLIANCE, RESPONSE & ENGAGEMENT" OR ("CARE"). CARE** ~~Mobile ART~~ Services may involve a wide range of crisis events, such as primary substance use, suicidality, non-suicidal self-harm, interpersonal/family dynamics, interpersonal violence, and/or psychotic symptoms of an underlying mental health condition.

2.1 Responsibilities of ~~FFD~~ **TERROS HEALTH** EM**C**Ts

2.1.1 All EMTs will operate under the direct supervision of **TERROS HEALTH** ~~FFD~~. **TERROS HEALTH** ~~The City~~ will be solely responsible for the actions **AND CERTIFICATION** of the EM**C**Ts performing **CARE** ~~Mobile ART~~ Services.

2.1.2 EMTs will provide basic life support assessment and treatment within the scope of **THE ARIZONA DEPARTMENT OF HEALTH SERVICES BUREAU OF EMERGENCY MEDICAL SERVICES AND TRAUMA SYSTEM EMERGENCY MEDICAL CARE TECHICIAN** ~~Emergency Medical Technician~~ certification **("EMCT")**.

2.1.3 If an EM**C**T performing **CARE** ~~Mobile ART~~ Services determines that an individual requires medical care greater than basic life support assessment and treatment, the EM**C**T will contact **9-1-1 DISPATCH.** ~~FFD and/or medical transport (e.g., Guardian Medical Transport).~~ The EM**C**T will take responsibility for the medical care of that individual until an appropriate transfer of care can be completed.

2.1.4 NO EMCT WILL BE CONSIDERED AN EMPLOYEE OR AGENT OF THE CITY, FFD, OR FPD.

2.2 Responsibilities of Terros Health Crisis Specialists

2.2.1 All Crisis Specialists will operate under the direct supervision of Terros Health and Terros Health will be solely responsible for all the actions of its Crisis Specialists.

2.2.2 No Crisis Specialist will be considered an employee or agent of the City, FFD, or FPD.

2.2.3 The relationship between Crisis Specialists and the individuals receiving services is that of a professional behavioral health provider/patient. Crisis

Specialists will be solely responsible for providing field-based clinical behavioral health crisis management, care coordination, and crisis intervention services.

2.2.4 The Crisis Specialist will be solely responsible for deciding to contact Terros Health RBHA contracted State-funded Crisis Services, or another agency, for a higher level of professional behavioral health care, including suicide response.

2.2.5 The Crisis Specialist will consult with Terros Health Behavioral Health Professionals, when needed, and Terros Health will be responsible for all decisions regarding court-ordered evaluation and court-ordered treatment pursuant to Arizona Revised Statutes, Title 36, Chapter 5, Sections 504-544.~~, and. The EMT partnering with the Crisis Specialist shall not be responsible for decisions regarding court-ordered evaluation and court-ordered treatment but will serve as a witness upon the request of Terros Health, in any application for involuntary evaluation processes that is determined necessary by the Crisis Specialist.~~

3. Compensation. Compensation to Terros Health for satisfactorily performing **CARE** ~~Mobile ART~~ Services is identified in the **Compensation Schedule, AS AMENDED**, attached hereto as **Exhibit C**. The City will make payments to Terros Health on or before the fifteenth day of the month.

8. Indemnification.

8.1 **GENERAL INDEMNIFICATION**

8.1.1 Terros Health will indemnify and hold the City, and its officers, agents, employees, subcontractors and volunteers, 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 Terros Health, its officers, agents, employees, subcontractors or volunteers, in performing or failing to perform the responsibilities of **EMCTS AS IDENTIFIED IN SECTION 2.1 AND** Crisis Specialists as identified in Section 2.2 of this Contract. In the event any such action or claim is brought against the City, Terros Health will, if the City so elects and upon tender by the City: (a) defend the same at Terros Health'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 will notify Terros Health, within a reasonable time, of any claim, threat of claim, or legal action as it relates to Sections **2.1 OR** 2.2 of this Contract.

8.**1.**2 The City will indemnify and hold Terros Health, its officers, agents, employees, subcontractors and volunteers, 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, whether alleged or actual, of the City, its officers, agents, **OR** employees, ~~subcontractors or~~

~~volunteers in performing or failing to~~ **IF THERE IS A FAILURE TO MEET THE STANDARD OF CARE REQUIRED OF THE CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN PERFORMING THEIR PROFESSIONAL DUTIES.** ~~perform the responsibilities of FFD EMTs as identified in Section 2.1. In the event any such action or claim is brought against Terros Health, the City will, if Terros Health so elects and upon tender by Terros Health: (a) defend the same at the City's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to Terros Health; or (c) reimburse Terros Health for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by Terros Health. Terros Health will notify the City, within a reasonable time, of any claim, threat of claim, or legal action as it relates to Section 2.1 of this Contract.~~

8.2 CYBER SECURITY AND PRIVACY BREACH INDEMNIFICATION

8.2.1 TERROS HEALTH WILL INDEMNIFY AND HOLD THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS AND VOLUNTEERS, 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 TERROS HEALTH, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS ALLEGING A BREACH OF CYBERSECURITY OBLIGATIONS, INCLUDING BUT NOT LIMITED TO UNAUTHORIZED ACCESS, FAILURE OF SECURITY, WRONGFUL DISCLOSURE, OR OTHER NEGLIGENCE IN THE HANDLING OF CONFIDENTIAL INFORMATION; DATA BREACH EXPENSES, INCLUDING BUT NOT LIMITED TO, CONSUMER NOTIFICATION, WHETHER OR NOT REQUIRED BY LAW, CREDIT FILE OR IDENTITY MONITORING OR REMEDIATION SERVICES AS A RESULT OF THE BREACH INCLUDING STATE, FEDERAL, OR PAYMENT CARD INFORMATION.

8.2.2 TERROS HEALTH SHALL NOTIFY THE CITY WITHIN 48 HOURS OF ANY CYBER SECURITY OR PRIVACY BREACH IT EXPERIENCES AND WHETHER THIS AFFECTS ANY CITY DATA.

8.2.3 LOSS OF DATA SECURITY REGARDING ANY CITY DATA BY TERROS HEALTH SHALL CONSTITUTE A CAUSE FOR BREACH OF CONTRACT WHICH MAY LEAD TO CANCELLATION OF THIS AGREEMENT BY THE CITY ON A PRO RATA CHARGE FOR SERVICES INCURRED TO DATE AND WITH NO PENALTY CHARGES.

8.3 These indemnity provisions will survive the termination, cancellation, or revocation, whether in whole or in part, of the Contract.

~~8.4 In the event that a claim should arise from the performance of Mobile ART Services, the Parties will make a good faith effort to discuss a joint defense.~~

9. Insurance.

9.1 In General. Each Party will maintain insurance against claims for injury to persons or damage to property arising from performance of, or in connection with, this Contract by such Party's officers, agents, employees, subcontractors or volunteers. Coverage provided by each Party will not be limited to the liability assumed under the indemnification provisions of this Contract.

9.2 Requirement to Procure and Maintain. Each insurance policy required by this Contract will be in effect at, or before, commencement of work under this Contract and will remain in effect until all of the applicable Party's obligations under this Contract have been met, including any warranty periods. Either Party's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal upon request will be considered a material breach of this Contract.

9.3 Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect Terros Health from liabilities that might arise out of this Contract and Terros Health is free to purchase such additional insurance as Terros Health may determine is necessary.

Terros Health will provide coverage at least as broad and with limits not less than those stated below.

9.3.1 Commercial General Liability - Occurrence Form

General Aggregate	$5,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$2,000,000

9.3.2 Umbrella Coverage $2,000,000

9.3.3 Automobile Liability $1,000,000

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

9.3.4 Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

9.3.5 Professional Liability $2,000,000

9.3.6 CYBER LIABILITY

GENERAL AGGREGATE	**$2,000,000**
EACH OCCURRENCE	**$2,000,000**

9.4 Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, subcontractors and volunteers. Terros Health will be solely responsible for any self-insured retention amounts. The City, at its option, may require that Terros Health secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

9.5 Other Insurance Requirements. The Terros Health policies will contain, or be endorsed to contain, the following provisions:

9.5.1 Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, agents, employees, subcontractors and volunteers will be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of Terros Health, including products and completed operations of Terros Health, and automobiles owned, leased, hired, or borrowed by Terros Health.

9.5.2 Broad Form. Terros Health's insurance will contain broad form contractual liability coverage.

9.5.3 Primary Insurance. With respect to Terros Health's insurance coverage as described in this Section, such coverage will be primary insurance with respect to the City, its officers, agents, employees, subcontractors and volunteers. Any insurance or self-insurance maintained by the City, its officers, agents, employees, subcontractors and volunteers, will be in excess of the coverage of Terros Health's insurance and will not contribute to it.

9.5.4 Each Insured. Terros Health's insurance will 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.

9.5.5 Waiver of Subrogation. The policies will contain a waiver of subrogation against the City, its officers, agents, employees, subcontractors and volunteers, for losses arising from work performed by Terros Health for the City.

9.5.6 SEXUAL ABUSE AND MOLESTATION COVERAGE. SEXUAL LIABILITY INSURANCE COVERAGE IS REQUIRED UNDER THIS AGREEMENT TO ADDRESS ANY POTENTIAL CLAIMS OF SEXUAL ABUSE AND/OR MOLESTATION FROM INDIVIDUALS RECEIVING CARE SERVICES. SUCH COVERAGE MAY BE A PART OF THE COMMERCIAL GENERAL LIABILITY OR A SEPARATE POLICY. TERROS HEALTH SHALL PROVIDE THE CITY A COPY OF THE INSURANCE CERTIFICATE DEMONSTRATING COVERAGE FOR TERROS HEALTH, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS WHO MAY PROVIDE CARE SERVICES

9.6 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and will not be suspended, voided, cancelled, reduced in coverage, or in limits unless prior written notice has been given to the applicable Party. Notices required by this section will be sent directly to the individuals identified below and will reference the Contract Number:

Patrick Brown, Purchasing Director
Contract No. 2021-84
Purchasing Department
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

CONTRACTS DEPARTMENT
~~Christine Mahlstede~~
~~Director of Payer Relations and Contracting~~
Terros Health
3003 North Central Avenue, Suite 400
Phoenix, Arizona 85012
CONTRACTS@TERROSHEALTH.ORG

13. Notices. Notices will be sent by certified mail and email to the individual designated to receive notices as identified below:

CITY:	TERROS HEALTH:
Shannon Anderson **SENIOR** Deputy City Manager City of Flagstaff 211 West Aspen Avenue Flagstaff, AZ 86001 sanderson@flagstaffaz.gov	**KAREN HOFFMAN TEPPER, PHD** ~~Peggy J. Chase~~ President and CEO Terros Health 3003 North Central Avenue, Suite 400 Phoenix, AZ 85012 **KAREN.TEPPER@TERROSHEALTH.ORG** ~~peggy.chase@terroshealth.org~~

Deputy Chief, Operations
Flagstaff Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

COPY TO:
CONTRACTS DEPARTMENT
Terros Health
3003 North Central Avenue, Suite 400
Phoenix, Arizona 85012
CONTRACTS@TERROSHEALTH.ORG

Deputy Chief, Operations
Flagstaff Fire Department
211 West Aspen Avenue
Flagstaff, AZ 86001

Patrick Brown, C.P.M., CPPB
Purchasing Director
211 West Aspen Avenue
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov

Each Party will notify the other of any change in the name, address, or email to be used for delivery of notices.

27. FORCED LABOR OF ETHNIC UYGHURS. TERROS HEALTH HEREBY CERTIFIES THAT IT DOES NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA AS DEFINED IN A.R.S. § 35-394, ET SEQ.

28. CONFIDENTIALITY.

28.1 THE PARTIES SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CONFIDENTIALITY AND PRIVACY LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, INCLUDING 42 CFR PART 2 ("HIPAA"). NOTHING IN THIS AGREEMENT SHALL REQUIRE OR BE CONSTRUED TO REQUIRE EITHER PARTY TO VIOLATE SUCH PROVISIONS OF ANY LAW OR REGULATION OR SUBJECT EITHER PARTY TO LIABILITY OR RENDER SUCH PARTY TO BREACH OF THIS AGREEMENT FOR ADHERING TO SUCH PROVISIONS OF ANY LAW OR REGULATION. CONFIDENTIAL INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO PERSONALLY IDENTIFIABLE HEALTH INFORMATION, AND OTHER PERSONALLY IDENTIFIABLE INFORMATION SUCH AS FINANCIAL, EMPLOYMENT, OR POLICE RECORDS ("CONFIDENTIAL INFORMATION").

28.2 THE PARTIES AGREE TO TAKE ALL REASONABLE AND APPROPRIATE ACTION TO PREVENT SUCH DISCLOSURE BY ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS.

28.3 CONFIDENTIAL INFORMATION MAY BE SUPPLIED TO TERROS HEALTH SOLELY FOR THE PURPOSES OF PERFORMANCE UNDER THIS AGREEMENT AND TERROS HEALTH AGREES NOT TO USE THIS DATA FOR ANY OTHER PURPOSE OR TO DISCLOSE THE DATA TO ANY THIRD PARTY. THE PARTIES SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM A BREACH BY THEIR PARTY OF ANY LOCAL, STATE, OR FEDERAL CONFIDENTIALITY OR PRIVACY LAWS RELATED TO THE PERFORMANCE UNDER THIS AGREEMENT.

In witness whereof, the Parties have, through their duly authorized representatives, executed the Third Amendment on the dates set forth below.

CITY OF FLAGSTAFF

Greg Clifton
City Manager

Attest:

City Clerk

Approved as to form and as to authority granted by law:

City Attorney

TERROS HEALTH

KAREN HOFFMAN TEPPER, PHD
~~Peggy J. Chase~~
President and CEO

EXHIBIT "A"
SCOPE OF WORK

COMMUNITY ALLIANCE, RESPONSE & ENGAGEMENT ("CARE")
~~Mobile Alternative Response Team~~

The City of Flagstaff and Terros Health have come together to address the issues of public intoxication, substance use, trauma, and mental or behavioral health related events in the community. To meet this goal, the City and Terros Health will implement mobile proactive outreach and crisis intervention and stabilization services through the **"COMMUNITY ALLIANCE, RESPONSE & ENGAGEMENT" OR ("CARE").** ~~Mobile Alternative Response Team ("Mobile ART"). Mobile ART~~ **CARE** personnel will be comprised of ~~City of Flagstaff Fire Department~~ **TERROS HEALTH** Emergency Medical **CARE** Technicians **("EMCTS")** and Terros Health Crisis Specialists who will utilize a passenger vehicle to engage with community members and provide intervention to individuals who may be experiencing mental health or substance abuse crisis events. **CARE** ~~Mobile ART~~ personnel will also assist individuals with positive coping skills and identifying resources to reduce instances of recurrent crisis episodes in Flagstaff.

1. Terros Health Staffing for CARE ~~Mobile ART~~ Services.

1.1 Terros Health will provide the necessary **EMCTS AND** Crisis Specialists, to include full-time and on-call positions, to meet the operational hours required by the Contract to deliver **CARE** ~~Mobile ART~~ Services. ~~The City may provide review and feedback regarding the selection of Terros Health personnel, including the Crisis Specialists and the Lead Crisis Specialist, and other individuals directly contributing to the Mobile ART Services, with the exception of emergency and temporary staffing.~~

1.2 **TERROS HEALTH WILL PROVIDE AT LEAST ONE (1) EMCT TO MEET THE OPERATIONAL HOURS REQUIRED BY THE CONTRACT TO DELIVER CARE SERVICES. THE EMCT WILL PROVIDE MEDICAL CARE TO INCLUDE BASIC LIFE SUPPORT ASSESSMENT AND TREATMENT, WHILE RECOGNIZING THE NEED FOR A HIGHER LEVEL OF CARE WHEN NECESSARY.**

1.3~~2~~ Oversight of Terros Health employees will be provided by Terros Health Director of Northern Arizona Crisis Services and Senior Director of Crisis Services.

1.4~~3~~ The Project Director will be the Terros Health Director of Northern Arizona Crisis Services.

1.5~~4~~ The Flagstaff Terros Health ~~Mobile ART~~ Clinical Manager will provide clinical guidance and consultation, scheduling, liaison to stakeholders, direct observation in the field, document clinical and administrative supervision to **EMCTS AND** Crisis Specialists, ongoing training and staff skill development, and will hold a master's degree in a behavioral health related field and licensure by the Arizona Board of Behavioral Health Examiners.

1.6~~5~~ A Lead Crisis Specialist will work shifts in the field, engage in clinical, administrative, and oversight of tasks, and fulfill a key role in staff training and development.

1.7~~6~~ **EMCTS AND** Crisis Specialists will receive operational support from the Terros Health corporate Human Resources, IT, Informatics, Business Intelligence, Quality/Compliance, Training/Service Excellence, and Facilities teams based out of Phoenix.

1.8 EMCTS AND CRISIS SPECIALISTS WILL BE EXPECTED TO PROVIDE EXCEPTIONAL SERVICE WHEN PERFORMING CARE SERVICES. THE FFD EMERGENCY MEDICAL SERVICES BATTALION CHIEF AND THE TERROS HEALTH DIRECTOR MAY COMMUNICATE DIRECTLY REGARDING FEEDBACK RECEIVED ABOUT CARE SERVICES AND OF TERROS HEALTH PERSONNEL

2. Terros Health Accreditation and Training.

2.1 Terros Health will maintain accreditation by the Commission on Accreditation of Rehabilitation Facilities and provide the City proof of renewal of the accreditation through the entirety of the Contract.

2.2 **THE EMCTS PROVIDED BY TERROS HEALTH WILL MAINTAIN AN ARIZONA STATE EMCT CERTIFICATION. TERROS HEALTH WILL PROVIDE COPIES OF THE STATE EMCT CERTIFICATIONS FROM THE ARIZONA DEPARTMENT OF HEALTH SERVICES BUREAU OF EMERGENCY MEDICAL SERVICES AND TRAUMA SYSTEM THROUGH THE ENTIRETY OF THE CONTRACT. IF AN EMCT LOSES THEIR CERTIFICATION, TERROS HEALTH WILL SCHEDULE ANOTHER CERTIFIED EMCT TO COVER THE EMCT SHIFT.**

2.3~~2~~ The Crisis Specialists provided by Terros Health will be university master's level licensed behavioral health professionals ("BHPs") or behavioral health technicians ("BHTs").

2.4~~3~~ All Terros Health personnel who will provide **CARE** ~~Mobile ART~~ Services are, and will always hereunder, be fully qualified by all necessary behavioral health education, training, experience, licensure, and/or certification. This includes training in a national standard of crisis intervention practice utilizing knowledge, skills and abilities guided by Substance Abuse and Mental Health Services Administration or similar nationally recognized best practice model for delivering field-based crisis intervention. Staff training and development will employ utilization of evidence-based practices. ~~Prior to engaging in Mobile ART Services, Terros Health will provide the City written evidence of the Terros Health personnel's qualifications via experience, licensure, training and/or certifications.~~

2.5~~4~~ **EMCTS AND** Crisis Specialists will be supported by a clinical consultation and supervision behavioral health structure allowing for a layered, effective, ethical,

accountable, and quality response. The on-call clinical consultation is available 365 days per year, 24 hours per day.

2.6~~5~~ **EMCTS AND** Crisis Specialists will be supported by other existing Terros Health staff on an as needed basis, including the services of the Terros Flagstaff Crisis Coordinator to assist with day-to-day operations.

3. City Flagstaff Fire Department Staffing for CARE ~~Mobile ART~~ Services.

3.1 **THE FFD EMERGENCY MEDICAL SERVICES (EMS) BATTALION CHIEF OR DESIGNEE WILL SERVE AS THE PRIMARY CONTACT FOR THE CITY REGARDING CARE SERVICES. THE EMS BATTALION CHIEF WILL BE THE CONTRACT ADMINISTRATOR PROVIDING, AMONGST OTHER ITEMS THAT MAY ARISE:**

3.1.1 CONTRACT ADMINISTRATIVE ASSISTANCE TO TERROS HEALTH;

3.1.2 COORDINATE ANY NECESSARY ADMINISTRATIVE COMMUNICATION WITH 9-1-1 DISPATCH;

3.1.3 ENSURE FACILITIES, TRANSPORTATION, AND EQUIPMENT IS AVAILABLE, MAINTAINED, AND PROPERLY USED; AND

3.1.4. COMMUNICATE WITH FPD, FFD, AND CITY ADMINISTRATION WHEN CARE SERVICES ARE UNAVAILABLE AS DESCRIBED IN SECTION 7, BELOW.

~~The City will provide FFD EMTs to deliver basic life support assessment and treatment within the scope of Emergency Medical Technician certification for Mobile ART Services. The cost to provide the EMTs will be included in the overall FFD personnel budget.~~

~~3.2 EMTs will complete Greater Flagstaff Region Fire Academy prior to providing Mobile ART Services.~~

~~3.3 EMTs will complete training courses identified by Terros Health and the City prior to providing Mobile ART Services. Every two (2) years, Terros Health will provide the EMTs refresher training of select courses, as needed.~~

~~3.4 Any FFD employees who will provide Mobile ART Services are, and will always hereunder, maintain an Emergency Medical Technician certification.~~

4. Use of Facilities and TRANSPORTATION ~~Equipment~~.

4.1 **Facilities.**

4.1.1 **Base of Operation.** The base of operation for the vehicle and equipment used to provide **CARE** ~~Mobile ART~~ Services will be **AT A** FFD Fire Station **OR**

CITY FACILITY IDENTIFIED BY THE CITY~~#2, located at 1701 Ponderosa Pkwy, Flagstaff, AZ 86001~~.

4.1.2 **Fuel.** The City will supply the necessary fuel for vehicles used to provide **CARE** ~~Mobile ART~~ Services.

4.2 **Transportation.**

4.2.1 **Requirements to Drive.** ~~The City and~~ Terros Health personnel who will be driving any vehicles that will be used for **CARE** ~~Mobile ART~~ Services will show evidence that they have met the following requirements:

Be at least 22 Years Old
Maintain an Arizona Driver's License
Receive a Positive Annual Motor Vehicle Records Check
Complete a Driver Training Course

4.2.2 **General Transportation Protocol.**

4.2.2.1 The City-provided vehicle and Terros Health vehicle will be staffed by at least two (2) persons on each shift. At least one (1) personnel will be currently certified as an EM**C**T and one (1) personnel will be a behavioral health Crisis Specialist.

4.2.2.2 Under non-emergency situations, **CARE** ~~Mobile ART~~ personnel may transport individuals receiving services, family and/or others on-scene to local service providers at the individual's request (such as the Guidance Center, shelters, or food banks) or to the individual's residence or a family member's residence. **CARE** ~~Mobile ART~~ personnel may use the **FFD** ~~police~~ radio to notify 9-1-1 Dispatch of the need for police aide transportation assistance.

4.2.2.3 In order to be transported, individuals must be able to self-ambulate into and out of the vehicle. If the individual is unable to self-ambulate, **CARE** ~~Mobile ART~~ personnel will call 9-1-1 Dispatch for advanced life support. ~~from FFD and/or medical transport.~~

4.2.2.4 **CARE** ~~The Mobile ART~~ will support ride-**A LONGS**~~alongs~~ and observers of the **CARE** ~~Mobile Art~~ Services who sign a waiver agreed upon by the Parties.

4.2.2.5 After every shift, **CARE** ~~Mobile ART~~ personnel will return the vehicle and any other equipment provided by the City for **CARE** ~~Mobile ART~~ Services to ~~the identified~~ **A** FFD Fire Station **OR CITY FACILITY IDENTIFIED BY THE CITY**, in good working order and general condition.

4.2.3 **Terros Health Vehicle.**

4.2.3.1 Terros Health will make available one (1) passenger vehicle in good working order and general condition ~~for the first six (6) months from the date the Parties begin~~ to provide **CARE** ~~Mobile ART~~ Services. ~~The City may continue to utilize the Terros Health vehicle on a month-to-month basis until the City-provided vehicle is operational.~~ The **Compensation Schedule, AS AMENDED,** attached to the Contract as **Exhibit C**, will include the monthly operational cost to Terros Health for the vehicle.

4.2.3.2 ~~Once the City-provided vehicle is operational,~~ **THE TERROS HEALTH VEHICLE MAY BE USED** during periods of maintenance or repair, and upon written request of the City, Terros Health will make available a vehicle to serve as a back-up. This would be a spare vehicle in the Terros Health fleet and would be available to the City.

4.2.3.3 Terros Health will provide ongoing maintenance and repairs for the Terros Health vehicle according to standard maintenance schedules, including the standard maintenance requirements of any third-party lease contract. ~~The City will bear any costs of any repair necessary due to deliberate or grossly negligent acts by the City's employees.~~

4.2.3.4 The City will provide removable signage to be applied to the Terros Health vehicle to identify it as a **CARE** ~~Mobile ART~~ vehicle.

4.2.3.5 The City will install window LED lights for scene lighting and reflective decals (or chevrons) to the rear of the Terros Health vehicle.

4.**2.4**~~3.1.~~ **City-Provided Vehicle.**

4.**2.4.1**~~3.1.1~~ ~~Once operational, t~~**T**he City will provide one (1) passenger vehicle in good working order and general condition for **CARE** ~~Mobile ART~~ Services.

4.**2.4.2**~~3.1.2~~ The City will provide ongoing maintenance for the City-provided vehicle according to the City's standard maintenance schedule, except Terros Health will bear any costs of any repair necessary due to deliberate or grossly negligent acts by Terros Health's employees.

5. CARE ~~Mobile ART~~ Personnel Attire. ~~The City will design a Mobile ART logo.~~ **EMCTS AND** Crisis Specialists will wear the **CARE** ~~Mobile ART~~ logo on Terros Health uniform shirts to identify them as **CARE** ~~Mobile ART~~ personnel. **CARE** ~~Mobile ART~~ personnel will wear a reflective vest with the **CARE** ~~Mobile ART~~ logo while on scene. Terros Health

will provide the uniform shirts for Terros Health employees and also provide the reflective vests that will be available for the on-duty **CARE** ~~Mobile ART~~ personnel. ~~EMTs will wear normal FFD duty uniforms with reflective vests while on scene.~~

6. City-Provided ~~Police~~ FFD Radios AND EQUIPMENT.

6.1 **CITY-PROVIDED FFD RADIOS**

6.1.1 ~~6.1~~ The City will provide **CARE** ~~Mobile ART~~ personnel with 800mhz radios in good working order and general condition to interact with 9-1-1 Dispatch~~ers~~.

6.1.2 ~~6.2~~ The City will train all **CARE** ~~Mobile ART~~ personnel to operate the radios and on radio procedures.

6.1.3 ~~6.3~~ At the start of a shift, **CARE** ~~Mobile ART~~ personnel will collect the radios from **A** ~~the identified~~ FFD Fire Station **OR CITY FACILITY IDENTIFIED BY THE CITY**. At the end of a shift, **CARE** ~~Mobile ART~~ personnel will return the radios to the identified FFD Fire Station **OR CITY FACILITY** and ensure that the radios are secure and plugged into charging stations.

6.1.4 ~~6.4~~ If a radio does not work properly, **CARE** ~~Mobile ART~~ personnel will make immediate arrangements to exchange the radio to be fixed by the City. **CARE** ~~Mobile ART~~ personnel will notify **THE EMS BATTALION CHIEF** ~~FFD~~ when a radio is out of service.

6.2 CITY PROVIDED EQUIPMENT

6.2.1 THE CITY WILL PROVIDE ALL EMS EQUIPMENT TO BE UTILIZED BY CARE PERSONNEL TO PROVIDE MEDICAL CARE, INCLUDING, A TRAUMA BAG, ORAL GLUCOSE, MONITORS, NARCAN TO INITIATE BASIC LIFE SUPPORT ASSESSMENT AND TREATMENT.

6.2.2 IN THE EVENT ADDITIONAL MEDICAL CARE-RELATED EQUIPMENT IS NECESSARY, TERROS HEALTH AND THE EMS BATTALION CHIEF WILL COORDINATE RESPONSIBILITY.

7. CARE ~~Mobile ART~~ Services Staffing Schedule.

7.1 The staffing schedule will cover 365 days per year with built in staffing overlays to reduce staffing gaps based on identified needs. **CARE** ~~Mobile ART~~ personnel will be scheduled for a ten (10) hour shift which will run from ~~10~~**9**:00 AM to ~~8~~**7**:00 PM.~~, at the beginning of the Contract term.~~

7.2 The number of shifts and start/end time of shifts will be assessed, as needed, ~~but at the least within six (6) months of initiation of Mobile ART Services,~~ based on the findings of the **QUARTERLY** ~~monthly~~ data reports to match the needs of the community. The City and Terros Health will determine any changes needed in staff scheduling and will adjust the schedule within six (6) weeks of a decision. ~~The City~~

~~Manager (or designee) and~~ Terros Health administration (or designee) have the authority to modify the staffing schedule identified in the Contract. If staffing requirements are of sufficient magnitude to require a change in compensation, implementation may be delayed until a contract amendment is fully executed.

7.3 The shift will begin when **CARE** ~~Mobile ART~~ personnel pick up the vehicle and **FFD** ~~police~~ radios at the identified FFD Fire Station **OR CITY FACILITY**.

7.4 CARE PERSONNEL WILL COMMUNICATE BEING OUT OF SERVICE WITH 9-1-1 DISPATCH TO MAINTAIN THEIR STATUS WITH THE COMMUNICATION CENTER (E.G., AVAILABLE FOR RESPONSE, GOING OUT OF SERVICE, GOING BACK INTO SERVICE)

7.5 INCLEMENT WEATHER OR OTHER PERIODS WHEN CARE SERVICES ARE UNAVAILABLE DUE TO HEALTH AND/OR SAFETY CONSIDERATIONS WILL BE DETERMINED BY THE TERROS HEALTH DIRECTOR OF NORTHERN ARIZONA IN COORDINATION WITH THE EMS BATTALION CHIEF BC OR DESIGNEE.

8. Proactive Outreach. The City and Terros Health will determine locations throughout Flagstaff to provide proactive outreach by reviewing data collected by Terros Health, FPD, and FFD that identify where crisis-related or man-down calls occur more regularly. Upon arrival at a location, the EMT will deliver basic life support assessment and treatment within the scope of **THE ARIZONA DEPARTMENT OF HEALTH SERVICES BUREAU OF EMERGENCY MEDICAL SERVICES AND TRAUMA SYSTEM EMCT** ~~Emergency Medical Technician~~ certification and the Crisis Specialist will be responsible for professional behavioral health services. **CARE** ~~Mobile ART~~ personnel will identify social service resources for individuals and may also distribute items such as blankets, water, and nutrition bars.

9. Crisis Intervention and Stabilization Response - Dispatch Process.

9.1 When 9-1-1 Dispatch receives a call, the operator will assess whether the call meets the criteria for **CARE** ~~Mobile ART~~, and, if so, will relay the information to **CARE** ~~Mobile ART~~ personnel via the **FFD** ~~police~~ radio.

9.2 If, while on the scene, the Crisis Specialist determines that it is necessary to provide a deeper assessment and behavioral stabilization, the Crisis Specialist will engage the state-funded crisis system.

9.3 If, while on the scene, the EM**C**T determines that it is necessary to provide a heightened level of life support and/or and treatment, the **CARE PERSONNEL** ~~EMT~~ will contact **9-1-1 DISPATCH.** ~~FFD and/or medical transport.~~

9.4 **CARE** ~~Mobile ART~~ personnel may respond to crisis situations independently as they are working in Flagstaff neighborhoods.

10. Data Collection.

10.1 Consistent with applicable law regarding the use and disclosure of protected health and other confidential information, Terros Health will prepare the ~~Monthly,~~ **CHECK IN SIX (6) MONTHS FOLLOWING THE EXECUTION OF THE THIRD AMENDMENT**, Quarterly~~,~~ and Annual Reports utilizing the data captured and housed in the Terros Health computer system:

- Response time
- Average time on scene
- Identify the presenting event at the time of service
- Number of calls generated through 9-1-1 Dispatch
- Events generated by proactive outreach efforts, including specifically, locations with high numbers of crisis-related or man-down calls and outreach at the shelters
- Volume of calls per time of year, day of week and time of day
- Number of calls referred to a care facility or local service provider
- Number of calls subsequently referred for emergency medical services, such as, intoxication and detoxification
- Number of calls subsequently referred to FPD, such as, public intoxication, trespassing, public urination, and public menacing
- Number of individuals seen more than once
- How often the same individual is seen more than once within a month, quarter, and/or year (e.g., recidivism)

~~10.2 For the first three (3) months that Mobile ART Services are provided, Terros Health, FPD, and FFD personnel will meet monthly to review data reporting and complete a comparative analysis to capture trends. If necessary, the monthly meetings will extend beyond the three (3) month period to continue to monthly analyze new data collected.~~

10.**2**~~3~~ ~~Upon the conclusion of the monthly meetings,~~ Terros Health, FPD, and FFD will meet **SIX (6) MONTHS FOLLOWING THE EXECUTION OF THE THIRD AMENDMENT AND** quarterly to discuss the data collected. Terros Health will present a **6-MONTH CHECK IN AND** quarterly report**S** identifying the key findings from **CARE** ~~Mobile ART~~ Services, including lessons learned and programmatic recommendations.

10.**3**4 Terros Health will hold an annual meeting to present the City with an annual report to identify the results of the Performance Measures, highlight trends and updates to the model (e.g., staffing schedules), key findings, and recommendations for the following year.

11. Inclusion and Cultural Awareness.

11.1 **CARE** ~~Mobile ART~~ personnel will strive to provide medical and mental health services while honoring culturally responsive requests for care of unique individuals.

11.2 **CARE** ~~Mobile ART~~ personnel will receive training related to diversity, inclusion, and cultural awareness to maintain and expand cultural relevance and safeguard the dignity and respect for the individuals they serve.

11.3 The City and Terros Health will continue to build relationships with local resources for referrals, including, the Native American for Community Action, Health Choice Arizona's Tribal Liaison and Sacred Peaks Health Center.

11.4 Terros Health will appropriately procure traditional items such as abalone shells, sage, and cedar to use in the field with individuals as requested.

12. RESERVED.

~~**12. Training Programs.**~~

~~12.1 Terros Health will develop and provide training programs, at no cost to the City, for the EMTs who will be providing Mobile ART Services, including:~~

- ~~Mobile ART Mission Orientation: Purpose and Objectives~~
- ~~Mental Health First Aid~~
- ~~The 8 Key Actions of Psychological First Aid~~
- ~~Suicide Assessment~~
- ~~Implicit Bias~~
- ~~Cultural Sensitivity, Relevance, and Humility~~
- ~~T36 Involuntary Petition Process~~
- ~~Trauma-informed care~~
- ~~Topics on substance abuse and homelessness~~

~~12.2 At least once per year, Terros Health will provide specific training based on emerging trends observed in Mobile ART response and calls for service.~~

~~12.3 Twice a year, Terros Health will provide, or coordinate presentation of, a Mental Health First Aid training program, at no cost to the City, for the employees of the City and other individuals who would like to attend.~~

~~12.4 The City will provide the meeting space for the trainings.~~

13. Performance Measure Metrics.

13.1 ~~Within three (3) months of deploying the Mobile ART Services, performance measure metrics will be established and clearly defined based upon mutual agreement of each Party.~~ Performance measure metrics **WILL** ~~may~~ include:

13.1.1 Reduction of crisis recidivism and crisis calls for FFD and FPD.

13.1.2 Reduction in the number of arrests, bookings, and prosecutions for alcohol use related offenses including public intoxication, trespassing, public urination, and public menacing.

13.1.3 Reduction in the number of individuals transported to emergency department for intoxication and detox issues.

EXHIBIT B
COMMUNITY ALLIANCE, RESPONSE & ENGAGEMENT (CARE) ~~MOBILE ALTERNATIVE RESPONSE TEAM~~ IMPLEMENTATION PLAN

Service	*Task*	*Responsibility*	*Date Completed*	*Notes*
Mobile ART Deployment	Complete Initial Tasks	Terros Health and City	Six months from execution – Target March 2022	
Terros Health Staff Acquisition	Job Description finalization and posting • Crisis Specialists • Lead Crisis Specialist • Clinical Manager	Terros Health	One month after execution	Identify lead crisis specialist and additional job qualifications
Terros Health Staff Acquisition	Interviewing andHiring • Crisis Specialists • Lead Crisis Specialist • Clinical Manager	Terros Health clinical management and City representatives	Two or three months after execution	Variable based on candidate pool; backfill
TERROS HEALTH STAFF ACQUISITION	**INTERVIEWING AND HIRING** • **CERTIFIED EMCTS**	**TERROS HEALTH CLINICAL MANAGEMENT**	**TWO OR THREE MONTHS AFTER EXECUTION OF THE THIRD AMENDMENT**	
Terros Health Staff Acquisition and Training	Positions start and onboarding and training	Terros Health	Two to Three months after execution	
TERROS HEALTH STAFF ACQUISITION AND TRAINING	**POSITIONS START AND ONBOARDING AND TRAINING FOR CERTIFIED EMCTS**	**TERROS HEALTH**	**TWO TO THREE MONTHS AFTER EXECUTION OF THE THIRD AMENDMENT**	
~~City EMT Assignments~~	~~FFD/Assign EMTs~~	~~FFD Leadership~~	~~One to Two months after execution~~	
~~City EMT Assignments~~	~~Positions start and onboarding~~	~~FFD Leadership and Terros Health~~	~~Two to three months after execution~~	
~~City EMT Training~~	~~Joint training on behavioral health aspects of crisis intervention to the EMTs and FFD employees.~~	~~Terros Health with involvement of FFD~~	~~Prior to providing Mobile ART Services~~	
CARE ~~Mobile ART~~ Ride A longs	As requested	**CARE** ~~Mobile ART~~ personnel; Terros Health ~~and City~~	After initiation of **CARE** ~~Mobile ART~~ Services	
~~Monthly Report~~	~~Data collection development and process implementation~~	~~Terros Health~~	~~Monthly from initiation of Mobile ART Services~~	
~~Monthly Meetings~~	~~Review data and provide operational adjustment and recommendations~~	~~Terros Health and FFD/FPD/City~~	~~First three months from initiation of Mobile ART Services, may extend if necessary~~	

Quarterly Report	Data collection	Terros Health	Quarterly after monthly meetings have ended	
Quarterly Meeting	Review data and provide operational adjustments and recommendations	Terros Health and FFD/FPD/City	Quarterly after monthly meetings have ended	
6-MONTH CHECK IN REPORT ~~following the execution of the Third Amendment~~	**DATA COLLECTION, ASSESS PERFORMANCE MEASURES AND REPORTING**	**TERROS HEALTH AND FFD/FPD/CITY**	**6-MONTHS AFTER EXECUTION OF THIRD AMENDMENT**	
Annual Report	Assess Performance Measures	Terros Health	One year from initiation of **CARE** ~~Mobile ART~~ Services and each year following	Provide in advance of Annual Meeting
Annual Meeting	Review data and provide operational adjustments and recommendations	Terros Health and FFD/FPD/City	One year from initiation of **CARE** ~~Mobile ART~~ Services and each year following	

EXHIBIT C
COMPENSATION SCHEDULE

COMMUNITY ALLIANCE, RESPONSE & ENGAGEMENT ("CARE")

EXHIBIT C AMENDS THE PRIOR EXHIBIT ATTACHED TO THE ORIGINAL AGREEMENT DATED OCTOBER 19, 2021 WITH UPDATED INFORMATION

Terros Health shall fully and timely provide all services and deliverables described in this proposal for Solicitation No: 2021-84 - Public Safety Alternate Response Model as it pertains to the section in the Scope of Work related to providing **10 hour/day x 365 days** mobile response unit behavioral health staffing.

The initial contract will be in effect for a term of three (3) years and may be renewed or extended for up to two (2) additional one-year terms by mutual written consent of Terros Health and the City of Flagstaff.

Compensation Table – Year 4 and Year 5

Month	Year 4	Year 5	Total
Month 1	47,547.00	48,974.00	96,521.00
Month 2	47,547.00	48,974.00	96,521.00
Month 3	47,547.00	48,974.00	96,521.00
Month 4	47,547.00	48,974.00	96,521.00
Month 5	47,547.00	48,974.00	96,521.00
Month 6	47,547.00	48,974.00	96,521.00
Month 7	47,547.00	48,974.00	96,521.00
Month 8	47,547.00	48,974.00	96,521.00
Month 9	47,547.00	48,974.00	96,521.00
Month 10	47,547.00	48,974.00	96,521.00
Month 11	47,547.00	48,974.00	96,521.00
Month 12	47,547.00	48,974.00	96,521.00
Total Expenses:	**570,564.00**	**587,688.00**	**1,158,252.00**

COMMUNITY ALLIANCE, RESPONSE & ENGAGEMENT ("CARE")

Year 4 and Year 5 Expense breakdown

Expense Line Item	Year 4	Year 5
Personnel	$ 326,100.00	$ 335,833.00
Fringe	$ 87,300.00	$ 89,919.00
Travel	$ 8,000.00	$ 8,000.00
Equipment		
Supplies	$ 6,600.00	$ 6,600.00
Contracts		
Construction		
Other	$ 142,564.00	$ 147,336.00
Total	**$ 570,564.00**	**$ 587,688.00**

Personnel:

Terros Health has budgeted for all staff salary annual expenses in order to provide **CARE Services** 365 days/year from the hours of 9 am – 7 pm (10-hour shifts).

The personnel expenses include salary expenses for 1 – 1.0 FTE **BHP2 Lead**, 1 – 1.0 FTE **BHP2**, 1 – .75 FTE **BHP2**, .20 FTE of a **Manager**'s time who will be responsible for the program's day-to-day operations, .30 FTE of a **CARE Crisis Director**. The **EMCT** staff will include 1 – 1.0 FTE **EMCT**, 1– 0.75 FTE **EMCT**, and 3 On-Call **EMCT**'s to be available as needed.

The BHT & BHP staff will all be hourly/non-exempt employees. Since the services are provided 365 days/year, the budget includes funding for additional staff to provided coverage as needed through the use of On Call staff and/or overtime. Terros Health employees earn PTO throughout the year. Terros Health has 10 paid holidays each calendar year. In addition, Terros Health pays a $3/hr nighttime shift differential and a $4/hr weekend shift differential. Management will staff shifts the most cost-effective manner at times but will need to pay On Call or overtime rates due to staff training, PTO, vacancies, etc.

Terros Health projected a 3% staff merit increase for year's 4-5 and a 3% COLA on a $250K base salary base due to expected future inflation and staff salary market adjustments to stay competitive in the job market.

Fringe Benefits:

Terros Health's fringe benefits amounts are based on a percent of direct labor dollars. For this proposal the rate is budgeted to be 24.50%. This figure is based on historical costs for the existing Terros Health Mobile Crisis program in Flagstaff.

Fringe benefits costs include: FICA, SUI, health, dental & vision insurance, workers' compensation, 401K match, STD, LTD and other miscellaneous employee benefit programs offered by Terros Health.

*Costs for health insurance premiums are projected to increase yearly. Since fringe benefits are budgeted as a percentage of salaries, the fringe benefits will include the same 3% COLA increase for years 4-5 as noted in the Personnel section.

Travel:

The travel budget includes employee travel reimbursement for the program at an average 200 miles per month at a per mile reimbursement rate of $.655/mil. $1,093/year is budgeted for the program's vehicle repairs/maintenance. In addition, $5,721/year is budgeted for the vehicle's insurance, licensing & registration costs.

For year's 4-5 a 3% inflation factor was added.

Supplies:

Office supplies are budgeted at $900/year annually and Medical Supplies/PPE costs are budgeted at $1,800 annually. The amounts remain the same for year's 4 and 5.

The Supplies expense line item also includes Polos/uniforms for staff (typically 1 polo issued per employee per shift) and associated costs (badge, etc.). For the winter months staff will be issued a jacket and winter hat. The program will purchase business cards for staff to share with clients and the public. Drug and alcohol education pamphlets will be printed and shared by the program staff. Educational materials from other organizations will also be shared.

For the vehicle, a Sharps disposal kit will be purchased for needle/pill disposal along with a car fire extinguisher, traffic cones, etc. Comfort items such as water and snacks will be purchased for clients along with some emergency clothing, toiletries, blankets and indigenous/Native American cultural items.

Some items budgeted are one-time expenses and other will be ongoing expenses. Below are the amounts budgeted currently by year.

Yr4 $3,870
Yr5 $4,025

Other:

The Other expense line item includes:

- Shared occupancy costs (rent, janitorial, utilities, etc.) for the program Manager, program storage and when program staff need to be in the office.
- Insurance costs (Terros Health commercial and malpractice) for the program.
- Cell phone cost reimbursement for Manager (Terros Bring Your Own Device – BYOD program).
- Cell phone and Chromebook cell/data plan costs; other office network connectivity.
- Technology Support (all IT support for IT staff and systems included hardware and software support). Note: Terros Health uses an Electronic Health Record (EHR) called NextGen.
- Staff training and certifications costs.
- Staff recruitment and onboarding costs. Terros Health does random drug testing throughout the year, also.
- Vehicle lease payments (Enterprise) for the Terros Health Vehicle.
- Terros administrative overhead costs (HR, Accounting, Payroll, Finance, Contracts, Legal, etc.).

One-time Costs:

2 - Apple iPhones and cases for staff in the field
2 – Chromebooks for staff in the field
1 – Thin client, monitor, keyboard, etc. for Manager in the office

*Year 5 includes funds to replace the above cell phone and Chromebooks.

Certain line items in the "Other" expense line item include a 3% inflationary factor for year's 4-5. Exceptions include expenses like the Enterprise vehicle lease payment and other specific costs such as recruitment & training.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Anja Wendel, Senior Assistant City Attorney AW

Co-Submitter: Bryce Doty

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Approval of Settlement: City of Flagstaff vs Arizona Materials Properties, LLC et al

STAFF RECOMMENDED ACTION:

1. Approve global settlement of the pending condemnation proceeding and claims for relocation benefits under the Uniform Relocation Act related to acquisition of property owned by Arizona Materials Properties, LLC, pursuant to the terms discussed in Executive Session subject to City Attorney approval of final form of document; and
2. Authorize and direct the City Manager and/or City Attorney to execute all documents and take other actions as are necessary to finalize the global settlement.

Executive Summary:

The City has been seeking to acquire property owned by Arizona Materials Properties, LLC ("Arizona Materials") for the Lone Tree Overpass Project and the Rio de Flag Flood Control Project for several years. The Arizona Materials property is located at 633 E. Brannen Avenue in Flagstaff. Arizona Materials operates a cement batch plant business on the property. In 2022 the City filed a condemnation proceeding to acquire the property, City of Flagstaff vs. Arizona Materials Properties, LLC No. S0300CV202200548, in Coconino County Superior Court. As a separate matter, the City is providing business relocation benefits to Arizona Materials pursuant to the federal Uniform Relocation Act. The global settlement will allow for City to acquire the property, require Arizona Materials to expeditiously vacate the property, bring the pending litigation to a close, and settle all claims for relocation benefits.

Financial Impact:

The global settlement will be funded by the Lone Tree Overpass Project (Account #047-10-112-3054-6, FY 2024-25 budget $31,436,856) and the Rio de Flag Flood Control Project (Account #206-08-385-3236-0, FY 2024-25 budget $20,851,032).

Policy Impact:

None.

Previous Council Decision or Community Discussion:

The City Council has previously:

- Adopted an ordinance authorizing acquisition of the Arizona Materials property at a public meeting;
- Approved a contract with its general contractor for the Lone Tree Overpass Project, to include the provision of relocation benefits under the federal Uniform Relocation Act, at a public meeting;
- Authorized the filing of a condemnation proceeding at a public meeting;
- Considered possible relocation of Arizona Materials to adjacent property currently owned by BNSF Railway Company that likely will be acquired by the City (direction was to not allow) at a public meeting;

- Held Executive Sessions related to acquisition of property from Arizona Materials.

Options and Alternatives to Recommended Action:
1. Approve global settlement
2. Do not approve global settlement, continue litigation, and provide direction to staff regarding next steps

Background and History:
N/A

Connection to PBB Priorities and Objectives:
N/A

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
N/A

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Erin Young, Water Resources Manager

Co-Submitter: Shannon Jones, Water Services Director

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Approval of Contract: Ratification of expenditures with Stantec Consulting Services, Inc. for additional services in the amount of $128,134 and approval of the First Amendment for a total contract amount of $340,000.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the contract with Stantec Consulting Services, Inc. in the amount of $128,134; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

On April 14, 2023, the City of Flagstaff and Stantec Consulting Services, Inc. entered into a consulting contract wherein Contractor provided professional services regarding a water, reclaimed water, and wastewater cost-of-service, rates and fee study. The Contractor satisfactorily performed the consulting services and the City has compensated Contractor for those services. On June 11, 2024, the Contractor sought authorization for additional services and the City granted such authorization by signature of the City Manager dated July 29, 2023. The Parties wish to formally ratify the expenditure incurred through the performance of those additional services by requesting approval of the First Amendment.

Financial Impact:

Project Name: Water, Reclaimed Water, and Wastewater Cost of Service, Rates and Fees Study
Cost: The initial Contract was for $211,866 for the original Scope of Work. This amendment ratifies payment of $128,134 for the Additional Services. The total contract price for the complete performance of work under the Initial Agreement and this First Amendment shall be $340,000.
Account Number Budgeted:
FY Budgeted Amount: $300,000 in water fund 202-08-370-3179-0-4206; $25,000 in wastewater fund 203-08-375-3410-0-4206; $15,000 in reclaimed water fund 204-08-380-3416-0-4206
Grant Funded: Not grant funded
Funding Source: Revenues from the water, wastewater, and reclaimed water fund

Policy Impact:

No policy impact.

Previous Council Decision or Community Discussion:

City Council approved the contract for professional services with Stantec Consulting Services, Inc. at the March 7, 2023 Council meeting.

Purchasing staff published a Request for Proposals RFP solicitation for Water, Reclaimed Water, and Wastewater Cost-of-Service, Rates, and Fees Study services in the Arizona Daily Sun on July 3rd, 2022, and July 10th, 2022, and posted the solicitation to the City of Flagstaff's PlanetBids Website on June 23rd, 2022. On August 3rd, 2022, the City received five (5) Proposals from Consultant Firms. A seven-member Selection

Committee consisting of City staff from different key knowledge departments reviewed and evaluated the Proposals. Based upon the numerical scoring of the Proposals, the Selection Committee identified Stantec as the top proposing Consultant.

Options and Alternatives to Recommended Action:
Approve and ratify the First Amendment to the Water, Reclaimed Water, and Wastewater Cost of Services, Rates and Fees study with Stantec Consulting Services, Inc. in the amount of $128,134.

Connection to PBB Priorities and Objectives:

- High Performing Governance: Serve the public by providing high-quality customer service; Enhance the organization's fiscal stability & increase efficiency & effectiveness
- Safe & Healthy Community: Provide public safety services with resources, staff & training responsive to the community's needs
- Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system; Utilize existing long-range plan(s) that identify the community's future infrastructure needs & all associated costs
- Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social system

Connection to Regional Plan:

- Policy WR.2.2. Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.
- Policy WR.3.8. Implement a water management program that creates a linkage between new growth and a minimum 100-year water supply.
- Policy WR.3.9. Identify adequate funding sources to pay for new resources for a long-term renewable water supply.
- Policy WR.4.1. Use the Regional Plan as a guide for the Utilities Integrated Master Plan to better plan for the necessary infrastructure sizing and location to accommodate planned growth and resource management.
- Policy WR.4.2. Maintain, at the City level, a financially stable utility to provide reliable, high quality utility services.
- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Connection to Carbon Neutrality Plan:

- Community Resilience: CR-1 Ensure all mitigation actions improve Flagstaff's ability to adapt to the future; CR-2 Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
- Sustainable consumption and waste management: MM-2 Encourage sustainable consumption.

Connection to 10-Year Housing Plan:

- Create 1.4: Explore implementing reduced fees and waivers to incentivize the development of affordable housing.
- Create 5.1: Hire an independent consultant to review City codes, processes, and fees to determine whether modifications, reductions, or eliminations would facilitate cost-saving housing development strategies.

Connection to Division Specific Plan:

- Water, Reclaimed Water, and Wastewater Cost of Service, Rates and Fees study, and the First

Amendment, support the Business Values and Strategic Objectives of the Water Services' Strategic Plan 2025.

Attachments: First Amendment
Exhibit A - Work Authorization

FIRST AMENDMENT

CONTRACT FOR PROFESSIONAL SERVICES

Contract No. 2022-109

This First Amendment ("First Amendment") to the fully executed Contract for Professional Services (Contract No. 2022-109) dated April 14, 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 Stantec Consulting Services, Inc. a New York corporation ("Contractor"). The City and Contractor may jointly be referred to as "Parties."

RECITALS

A. WHEREAS, on April 14, 2023, the Parties entered into a consulting contract wherein Contractor provided professional services regarding a water, reclaimed water, and wastewater cost-of-service, rates and fee study;

B. WHEREAS, Contractor satisfactorily performed the consulting services and the City has compensated Contractor for those services;

C. WHEREAS, on June 11, 2024, Contractor sought authorization for additional services and the City granted such authorization by signature of the City Manager dated July 29, 2024; and

D. WHEREAS, the Parties wish to formally ratify the expenditure incurred through the performance of those additional services.

AGREEMENT

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

1. The "Services" Section, Paragraph 1 – "Scope of Work" is amended to include the letter entitled "Authorization for Additional Services," dated June 11, 2024, 2 pages (attached hereto as *Exhibit A*) for additional work described therein;

2. The "Payment" Section, Paragraph 9 – "Compensation" in the Initial Contract was for the amount of **two hundred eleven thousand eight hundred sixty-six dollars and no cents ($211,866)** for the original Scope of Work;

3. The "Payment" Section, Paragraph 9 – "Compensation" is amended to include an additional amount of **one hundred twenty-eight thousand one hundred thirty-four dollars and no cents ($128,134)** for the Additional Services; and

4. The total contract price for the complete performance of work under the Initial Agreement and this First Amendment shall be **three hundred forty thousand dollars and no cents ($340,000)**.

5. 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 City officials.

City of Flagstaff	**Stantec Consulting Services, Inc.**
By:_____ Greg Clifton, City Manager	By:_____
	Title:_____
Dated:_____	Dated:_____
Attest:	Approved as to form:
_____ City Clerk	_____ City Attorney

Exhibit A

Authorization for Additional Services - June 11, 2024 (Signed by City Manager)

(attached)

AUTHORIZATION FOR ADDITIONAL SERVICES

		Date	11 June 2024
"Stantec"	Stantec Consulting Services Inc.	Stantec Project # Stantec Pipeline #	224802118 923062
	1001 Lakeside Avenue East, Suite 1600 Cleveland, OH 44114 Ph: (330) 271-9125 email: carol.malesky@stantec.com		
Client	City of Flagstaff Water Services	Client Project #	Flagstaff Water & Sewer
	2323 Walgreens Street Flagstaff, AZ 86001 Ph: (928) 213-2405 email: eyoung@flagstaffaz.gov		
Project Name and Location:	City of Flagstaff Water and Sewer Rates, Flagstaff, AZ	Change Order #	1

This is authorization for Stantec to perform additional services on the project as noted above.

A. Stantec agrees to perform the following additional service(s):

1) Provision of additional meetings beyond scope of services. Scope of services dated April 14, 2023 included a total of 27 meetings, both virtual and in-person. For scope purposes, this authorization request counts bi-weekly project progress calls in the scope as one (1) meeting. During the course of the study, City of Flagstaff Water Services requested Stantec's preparation and participation in 33 meetings to date. Monthly rate study updates with the Water Commission were part of the additional rate study meetings.

   Scheduled meetings include those originally scoped to present the results of the rate study, but also include additional meetings for rate design presentation and public outreach. Please see Attachment A, the list of meetings by scope of services, for more details. The two remaining meetings include the first reading and Public Hearing on June 18, 2024, and the second reading and Public Hearing on July 2, 2024.

Scope of Services	Completed as of June 10, 2024	Remaining Scheduled Meetings	Additional Meetings
27	33	2	8

2) Development of alternative financial plans for each fund based on feedback from City Council in addition to three alternatives presented for each fund (Consumer Price Index, Smooth Catch Up, and Full Funding); revisions of financial plans due to changes in operating budgets (base budget revisions) and capital improvement programs have required additional analysis beyond initial scope.
   - Initial Council/Water Commission workshop included 4 rate plans for 3 Funds;
   - FAMS updates completed post-workshop for revised O&M and capital project costs and funding;
   - Scenario workshop in May included 4 sensitivity adjustment/scenario categories for 2 Funds;
   - Council-directed scenario presented on June 4, 2024 derived from multiple scenarios varying CIP execution factors and borrowing levels

3) Capacity fee calculations were budgeted within the cost-of-service task; however, preparation of additional capacity fee scenarios expanded the level of effort beyond the budget. Multiple capacity fee options for both water (4 scenarios) and wastewater (8 scenarios) were developed to include and exclude future water supply projects and wastewater treatment plant expansion and further analyzed for effects on forecasted revenue requirements.

4) Task 4.1 of the scope describes up to two alternative rate structures each for water and wastewater and one alternative pricing plan for reclaimed water. Three alternatives rate structures were prepared for water and wastewater, in addition to a cost-of-service based alternative (same rate structure as existing rates with

updates to recover costs by class). Cost-of-service rates and bill impacts for water and wastewater were developed for one scenario (CIP reduction and 5% rate reduction) for scenario workshop in May; Rates and bill impacts for water and wastewater were developed for Council-directed scenario for June 4, 2024.

5) Staff requested additional materials and analyses, such as the rate calculator, were not anticipated within the original scope of services. These additional materials also include:

-assistance with staff meeting summaries;
-weekly (rather than bi-weekly) check in meetings regarding rate study progress and community outreach;
-meetings & follow up with Joy Cone, NAU, & concerned citizen
-supplemental analyses and follow ups for the Flag Water Group (Mr. Vane's request) and Friends of Flagstaff's Future equity questions; Council Member Harris' email request; and Mayor Daggett's request re capacity fee impacts on rates

B. Client agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

1) Eight (8) additional meetings per the agreement with one in person for two Stantec people (item A4) at $3,200 and $9,410 = $31,810
2) Development of up to 3 alternative financial plans (item A1) each at $2,515 x 12 = $30,180
3) Additional capacity fee calculations (item A2) for water and wastewater at $3,910 = $7,820
4) Rate designs in addition to first two alternatives were evaluated. Two additional options created each for water and wastewater, two additional rate calculations for scenario workshop, and two additional rate calculations for Council-directed scenario at $3,910 = $19,550
5) Additional materials and analyses – rate calculator, staff summaries, weekly check ins in addition to scope, customer meetings at $3,910 = $23,460

Total additional services requested = $112,820

C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: No effect

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

Stantec Consulting Services Inc.		**City of Flagstaff Water Services**	
	Carol Malesky Print Name and Title		Print Name and Title
Signature		Signature	
Date Signed:		Date Signed:	

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Amy Hagin, Assistant Parks and Recreation Director

Co-Submitter: Gino Leoni

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with ExerPlay, Inc. for the Mobile Haven Park and Smokerise Park playground replacement in the amount of $165,603.33

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of $165,603.33 with ExerPlay, Inc. replacing the aged playgrounds with new playgrounds as a turnkey project through the 1GPA Cooperative Purchasing Agreement #23-07P-04; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of this Cooperative Purchase Contract with ExerPlay, Inc. will allow the City to purchase two (2) turnkey (installed) play structures including demolition and haul away of the existing playground at both Mobile Haven and Smokerise Parks. Both play structures are designed for ages two to five years of age and match or mirror the structures at each location for ages five to twelve.

Playground inspection certified Parks staff evaluated all play structures in the City's park grounds system and identified these two play structures as the second and third highest priorities for replacement as part of the PROSE Division BBB-Recreation 5-Year Capital program, as strategically planned with the Parks and Recreation Commission. The first priority, Ponderosa Trails Park, was completed with a replacement in August 2024.

Financial Impact:

Project Name: Replacement Playground Equipment Purchase and Installation at Mobile Haven and Smokerise Parks
Cost: $165,603.33
Account Number Budgeted: 055-11-158-3067-5-4433
FY Budgeted Amount: $150,000 plus any carryforwards from previous year and the $200,000 Deferred Maintenance/Project Fund in the same account
Grant Funded: No
Funding Source: BBB Rec Capital

Policy Impact:

There are no policy impacts

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Approve the Cooperative Purchase Contract in the amount of $165,603.33 with ExerPlay, Inc. replacing the aged playgrounds with new playgrounds as a turnkey project through the 1GPA Cooperative Purchasing Agreement #23-07P-04 and authorize the City Manager to execute the necessary documents
2. Not approve the contract and direct staff toward a different direction.

Background and History:
During the calendar year of 2021, staff worked with the Parks and Recreation Commission to create a capital priorities list to build the BBB Recreation 5-Year Capital program. This strategic planning effort brings forward funds each fiscal year to replace aged playground equipment throughout the parks system. The funds budgeted per fiscal year total $150,000 per year, and any leftover funds are carried forward into the next fiscal year to build the fund balance for larger pieces of equipment.

Playground inspection certified Parks staff evaluated all playground equipment in the park grounds system and created a priority list of aged equipment for replacement, which vary in size and ages of play style. The play structure at Ponderosa Trails Park was the highest priority for replacement due to age, obsolete parts and components no longer able to repair through a fiscally responsible lens and was replaced earlier this year. The next two play structures that need to be replaced due to the same reasons are at Mobile Haven Park and Smokerise Park. The selected replacement equipment from Exerplay updates both Parks' playgrounds for 2-5 year-olds, and closely resembles the existing playgrounds for 5-12 year-olds for a consistent aesthetic throughout the park.

The Procurement Section identified a cooperative purchase agency contract to utilize the purchase of playground equipment and services. 1GPA is a State of Minnesota local government agency, Procurement Department, Public Sector that conducted a competitive and open procurement process through Request for Proposal Solicitation No.# 23-07P that resulted in Contract #23-07P-04, with Contractor Procurement staff that determined the procurement was a fair and competitive process, and that the resulting cooperative purchase contract is applicable to this project.

Connection to PBB Priorities and Objectives:
Livable Community: Provide amenities and activities that support a healthy lifestyle

Connection to Regional Plan:
REC.1.5: Incorporate sustainable building and maintenance technologies and universal design into parks and recreation facilities

Connection to Carbon Neutrality Plan:
IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs

Connection to 10-Year Housing Plan:
None

Attachments: Third Amendment
Mobile Haven Quote
Smokerise Quote

THIRD AMENDMENT

Playground Equipment Repair
Contract No. 2024-116

This Third Amendment ("Third Amendment") to the fully executed Playground Equipment Repair (Contract No. 2024-116) dated February 23rd, 2024 (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 Exerplay Inc., a State of New Mexico corporation ("Contractor").

The Parties to the Initial Contract and other amendments, hereby agree to the following:

A. The "Services" Section, Paragraph 1 – "Scope of Work" is amended to include the quote quotes dated November 6th, 2024, 6 total pages (attached hereto) for additional **Playground Equipment at Mobile Haven and Smoke Rise.**

B. The "Payment" Section, Paragraph 3 – "Compensation" is amended to include an additional amount of **one hundred sixty-five thousand and six hundred three dollars and thirty-three cents ($165,603.33).**

C. The total contract price for the complete performance of work under the Initial Agreement and other amendments, as amended herein, shall be **three hundred forty-six thousand three hundred seventy-three dollars and twenty-eight cents ($346,373.28).**

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

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

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Exerplay Inc.

By:_____

Title:_____

Dated:_____

Approved as to form:

_____
City Attorney

Exhibit A

Ex. A.1. Mobile Haven Quote – Dated November 6th, 2024 – 3 pages
Ex. A.2. Smokerise Quote – Dated November 6th, 2024 – 3 pages

(attached)

Exhibit A.1

Proposal

Q005687

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
11/6/2024	Justin Galion 928-533-4224 justin@exerplay.com

Flagstaff, City Of: Mobile Haven Park
1GPA Contract Discount - Contract #23-07P-04

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
1.00	LSI DESIGN	PlayShaper (2-5 years) Design 002365A	49,360.00	5%	46,892.00
1.00	FREIGHT	Freight/shipping charges (150-24-944)	3,510.00		3,510.00
1.00	JPPE-INSTALL	Installation of Playground Equipment (2105 RV1)	25,603.00		25,603.00
1.00	JPPE-INSTALL	Demo & Disposal of Existing 2-5 Structure (2105 RV1)	4,550.00		4,550.00

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change

Proposal prepared by: Stefani Schmuker

Subtotal	80,555.00
Tax Total:	4,807.24
Total	85,362.24

Accepted by:
Print Name: _____ Signature: _____ Date: _____

General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

Proposal

Q005687

Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.

6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.

Exhibit A.2

Proposal

Q005688

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
11/6/2024	Justin Galion 928-533-4224 justin@exerplay.com

Flagstaff, City Of: Smoke Rise Park
1GPA Contract Discount - Contract #23-07P-04

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
1.00	LSI DESIGN	Weevos (2-5 years) Design 002366A	46,695.00	5%	44,360.25
1.00	FREIGHT	Freight/shipping charges (150-24-943)	3,059.00		3,059.00
1.00	JPPE-INSTALL	Installation of Playground Equipment (2106)	23,315.00		23,315.00
1.00	JPPE-INSTALL	Demo and disposal of existing 2-5 structure (2106)	4,988.00		4,988.00

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change

Proposal prepared by: Stefani Schmuker

Subtotal	75,722.25
Tax Total:	4,518.84
Total	80,241.09

Accepted by:
Print Name: _____ Signature: _____ Date: _____

Proposal

Q005688

General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

Proposal

Q005688

Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.

6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.

Proposal

Q005687

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
11/6/2024	Justin Galion 928-533-4224 justin@exerplay.com

Flagstaff, City Of: Mobile Haven Park
1GPA Contract Discount - Contract #23-07P-04

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
1.00	LSI DESIGN	PlayShaper (2-5 years) Design 002365A	49,360.00	5%	46,892.00
1.00	FREIGHT	Freight/shipping charges (150-24-944)	3,510.00		3,510.00
1.00	JPPE-INSTALL	Installation of Playground Equipment (2105 RV1)	25,603.00		25,603.00
1.00	JPPE-INSTALL	Demo & Disposal of Existing 2-5 Structure (2105 RV1)	4,550.00		4,550.00

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change

Proposal prepared by: Stefani Schmuker

Subtotal	80,555.00
Tax Total:	4,807.24
Total	85,362.24

Accepted by:
Print Name: _____ Signature: _____ Date: _____

General Terms and Conditions:

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

Proposal

Q005687

Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.

6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
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Proposal

Q005688

Please Issue Purchase Order to:
Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
11/6/2024	Justin Galion 928-533-4224 justin@exerplay.com

Flagstaff, City Of: Smoke Rise Park
1GPA Contract Discount - Contract #23-07P-04

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
1.00	LSI DESIGN	Weevos (2-5 years) Design 002366A	46,695.00	5%	44,360.25
1.00	FREIGHT	Freight/shipping charges (150-24-943)	3,059.00		3,059.00
1.00	JPPE-INSTALL	Installation of Playground Equipment (2106)	23,315.00		23,315.00
1.00	JPPE-INSTALL	Demo and disposal of existing 2-5 structure (2106)	4,988.00		4,988.00

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS
Taxes subject to change

Proposal prepared by: Stefani Schmuker

Subtotal	75,722.25
Tax Total:	4,518.84
Total	80,241.09

Accepted by:
Print Name: _____ Signature: _____ Date: _____

Proposal

Q005688

General Terms and Conditions:

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Proposal

Q005688

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Trevor Henry, Capital Improvements Engineer

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Approval of Contract: Fifth Amendment to the Construction Manager at Risk (CMAR) Construction Services Agreement with Eagle Mountain Construction, Inc. for the Spruce Wash Flood Mitigation Suite of Projects to add Guaranteed Maximum Price (GMP) 5.

STAFF RECOMMENDED ACTION:

1. Approve the Fifth Amendment to the CMAR Construction Services Agreement with Eagle Mountain Construction, Inc. for the Spruce Wash Mitigation Suite of Projects to include GMP 5 in the amount of $7,988,896.61 and adding 0 days to the contract duration; and
2. Approve an Owner's Contingency of $75,000.00, which is approximately 1% of GMP 5; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends approval of Amendment Five to the CMAR Construction Services Agreement No. 2023-60 (Agreement), with Eagle Mountain Construction, Inc. (EMC), for the Spruce Wash Flood Mitigation Suite of Projects (the Suite). Amendment Five would increase the contract amount by $8,063,896.61, including an owner's contingency of $75,000. Approval of Amendment Five will authorize construction of a new detention basin at "The Wedge" and surface improvements on Linda Vista and West Street. The remaining Projects within the Suite will be presented for Council's consideration at a later date. Please refer to the attached context and vicinity maps.

The City received a Domestic Grant under the authority of the Consolidated Appropriations Act of 2022 with the US Forest Service for an amount of up to $3,500,000, with equal City match, for The Wedge detention basin. In addition to The Wedge detention basin, the project includes new sidewalk on Linda Vista Drive from Paradise Road to Cedar Avenue where it does not current exist today. The new sidewalk is to be funded by Proposition 419 funds, the transportation tax.

Construction of the Suite of Projects began in September of 2023 with GMP 1 for the underground utilities portion of the Grandview Project and Wedge Clearing. Amendment One, GMP 2 began in March of 2024 and includes the utility relocations for the Linda Vista to Cedar Channel, Grandview Street Improvements, the Linda Vista Crossing and the Wedge Utilities. Amendment One extended construction to 1,025 days to cover construction of the entire Suite spanning over four construction seasons with a target completion prior to monsoon season of 2026. Amendment Two, GMP 3 authorized construction of the Linda Vista to Cedar Channel. Amendment Three authorized a change order to GMP 2 for the replacement of aging water and sewer infrastructure. Amendment Four, GMP 4, authorized construction of the Cedar Avenue box culvert crossing.

The final scheduling and construction sequencing of the remaining projects in the suite will be determined once the designs are finalized and other funding source requirements are known.

Financial Impact:

Project Name: Spruce Wash, Wedge Detention Basin
Cost: $7,988,896.61
Account Number Budgeted: 410-08-385-3570-3
FY Budgeted Amount: $8,063,896.61
Grant Funded: Yes, $3,500,000 (Federal Share) / $3,500,000 (City Share)
Funding Source: USDA, Forest Service, Southwester Region, Coconino National Forest and General Fund

Amendment Five will be funded by account number 410-08-385-3570-3 which includes a USDA, Forest Service Grant award, Proposition 441 Funds from the 2024/25 fiscal year, and Proposition 419 Funds from 2024/25 fiscal year in the total amount of $8,063,896.61.

The Spruce Wash suite of projects is budgeted in FY2024-25 for a total of $23,891,390. Currently total year to date expenditures and outstanding encumbrances equal $14,671,405 with a remaining balance of $9,129,984 for this GMP and other costs incurred during FY2024-25.

Policy Impact:
No Impact

Previous Council Decision or Community Discussion:

- Council previously approved the ballot language for the November 2022 voter approved Proposition 441 Wildfire, Flood, and Wastewater Infrastructure Bond, which dedicated $26 million towards flood mitigation projects.
- Council previously approved this Agreement with EMC for the Suite of Projects for GMP#1 on July 3, 2023.
- Council previously approved Amendment One with EMC for the Suite of Projects for GMP#2 on March 5, 2024.
- Council previously approved Amendment Two with EMC for the Suite of Projects for GMP#3 on July 3, 2024.
- Council previously approved Amendment Three with EMC for Change Order No. 1 to GMP#2 on August 26, 2024.
- Council previously approved Amendment Four with EMC for GMP#4 on October 1, 2024.

Options and Alternatives to Recommended Action:

1. Approve the Fifth Amendment as recommended. Approval will allow work to move forward; or,
2. Reject approval of the award as recommended. This action would delay the Project.
    a. If rejection occurs, possible options include:
        1. Ask staff to re-evaluate the recommendation; or
        2. Suspend or cancel the project completely.

Background and History:
On July 21, 2019, the Museum Fire broke out in the Dry Lake Hills area just above Flagstaff within the Coconino National Forest. The fire ultimately charred 1,961 acres, including a significant portion of the Spruce Wash Watershed. Flood modeling subsequently showed potential flood risk to neighborhoods in Coconino County and the City of Flagstaff. Throughout the summer of 2021, monsoon rain events impacted the Museum bum scar and caused multiple rounds of flash flooding in Flagstaff neighborhoods.

In the November 2022 election, voters approved Proposition 441 with support from 76% of Flagstaff voters. The Proposition invests $57 million in City of Flagstaff wildfire suppression, stormwater flood mitigation and wastewater treatment infrastructure. Specifically, $26 million of this funding will be used to fund stormwater infrastructure improvements in the Spruce Wash area to lessen the impacts of flooding in affected neighborhoods.

The development of the Spruce Wash Technical Feasibility Study Phase I and Phase II conducted by Peak Engineering identified eight Projects to be constructed with the $26 million in funding from Prop 441 to

mitigate post-wildfire flooding in the Spruce Wash. The Suite of Projects will be constructed in addition to the Park Way Basins and the Killip Basins Inlet, which are funded through other sources.

On December 15, 2022, Purchasing staff solicited a Request for Statement of Qualifications for CMAR design and construction phase services. On January 13, 2023 Purchasing received Statements of Qualifications (SOQs} from the following five construction firms: Banicki Construction, Eagle Mountain Construction, Fann Contracting, Kinney Construction, and Tiffany Construction Company. A nine-member selection committee of City staff, three outside engineering consultants, and an outside contractor executive evaluated the SOQs. After the selection committee review process and negotiations, in early April 2023 the City's qualifications based selection process identified Eagle Mountain Construction as the most qualified Contractor to perform the CMAR design and construction phase services for the Suite of Projects.

Key Considerations:
The Suite of Projects consist of the following eight projects:

1. Grandview Drive Reconstruction -- a reconstructed inverted crown street with a modified rolled curb instead of a typical rolled curb to increase stormwater capacity of the roadway on Grandview from Linda Vista to Cedar including the side-streets, and replacing and lowering the existing aging water and sewer infrastructure to ensure proper cover with the lowered roadway. This project is substantially complete.

2. The Wedge Detention Basin -- a detention basin to receive diverted flows from Spruce Wash. The stormdrain portion of this project is under construction.

3. Linda Vista Drive Crossing -- a new box culvert to increase the inlet and downstream channel capacity and reduce the potential for overtopping of Linda Vista Drive. This project is under construction.

4. Cedar Avenue to Linda Vista Drive Channel: a re-graded and hardened channel to improve capacity for stormwater runoff conveyance. This project is under construction.

5. Cedar Avenue Crossing: a new box culvert to increase the inlet and downstream channel capacity. This project is scheduled to begin soon.

6. Arroyo Seco Drive to Dortha Avenue Channel: a re-graded and hardened channel to improve capacity for stormwater runoff conveyance. Future GMP.

7. Arroyo Seco Drive Inlet: a reconstructed inlet structure for the purpose of increasing the inlet capacity to capture more stormwater into the downstream existing 60-inch storm drain. Future GMP.

8. Killip Basins Outlet: a new outlet structure from the Killip Regional Detention Basins to an existing storm drain in Main Street to serve as a secondary outlet for larger storm events, reducing the impact of water overtopping the basins. Future GMP.

Expanded Financial Considerations:
The Spruce Wash Flood Mitigation Suite of Projects is funded by the November 2022 voter approved Proposition 441 Wildfire, Flood, and Wastewater Infrastructure Bond, which dedicated $26 million towards

flood mitigation projects.

GMP#1 is $2,906,383.00 plus an Owners Contingency of $50,000.00 for a Total Contract Price of $2,956,383.00. GMP#1 is for the construction of the utilities portion of the Grandview Project and the clearing portion of the Wedge Project.

GMP#2 is $7,429,149.06 plus an Owners Contingency of $185,000.00. GMP#2 is for the utility relocation in the Linda Vista to Cedar Channel and construction of the Wedge Utilities, Grandview Street Improvements and Linda Vista Crossing.

GMP#3 is $2,907,375.00 plus an Owners Contingency of $50,000.00.

Change Order #1 to GMP#2 is $310,116.40 for water and sewer replacements in Linda Vista.

GMP #4 is $1,874,943.54 plus an Owners Contingency of $75,000 for a total of $1,949,943.54.

This GMP #5 is $7,988,896.61 plus an Owners Contingency of $75,000 for a total of $8,063,896.61.

The Total Contract Price including previously approved Amendments is **$23,851,863.61.**

The contract duration is 1,025 days with an anticipated completion date of June 26, 2026.

Action	Date Approved	Description	Amount
Agreement	7/3/2023	GMP#1: Grandview Utilities & Wedge Clearing	$2,956,383.00
Amendment One	3/5/2024	GMP#2: Grandview Roadway, Linda Vista Crossing, Linda Vista to Cedar Channel Ph 1, **Wedge Utilities**	$7,614,149.06
Amendment Two	7/3/2024	GMP#3: Linda Vista to Cedar Channel Ph 2	$2,957,375.00
Amendment Three	8/26/2024	Wedge Water & Sewer Utilities	$310,116.40
Amendment Four	10/1/2024	GMP#4: Cedar Avenue Crossing	$1,949,943.54
APPROVED TO DATE			**$15,787,967.00**
Amendment Five	11/12/2024	GMP#5: Wedge Basin & Linda Vista Sidewalk	$8,063,896.61
TOTAL CONTRACT AMOUNT			**$23,851,863.61**

Community Benefits and Considerations:

- Mitigating post-wildfire flooding in the Spruce Wash and surrounding neighborhoods, businesses, parks, and schools.
- Replacing and or abandoning aged and undersized existing water and sewer infrastructure, ranging from 51-63 years old, to meet current standards.
- Reducing required utilities maintenance with the construction of the new infrastructure.
- Coordinating construction of multiple projects and utilizing project areas for temporary construction yards in the immediate vicinity to minimize inconveniences to the public and reduce costs.

Community Involvement:
Inform, Involve, Empower:

- Starting from roughly August of 2021 there have been over 20 Museum Flood and Post Wildfire Flooding Council Updates which will continue through and after the design and construction of the Suite of Projects.
- In January 2022, Beta PR, on behalf of the City of Flagstaff, created the Museum Fire Flood Projects

Website museumfloodprojects.com. As of September 9, 2024, 6,439 unique individuals have visited site with over 7,830 total visits. The site also includes a subpage where people can sign up to receive E-Newsletters sent out via email on a weekly basis to provide updates and information on the Museum Fire Flood Mitigation Projects.

- In February 2022, Beta PR, on behalf of the City of Flagstaff, began sending out the ENewsletters and will continue to do so through and after the completion of the Suite of Projects. As of November 13, 2024, there are currently 553 ENewsletter subscribers.
- Beta PR created and maintains a Museum Fire Flood Projects email address (info@museumfloodprojects.com) and a project hotline. To date, 133 stakeholders have utilized the hotline or email to get their questions and concerns answered.
- In February 2022, Beta PR, on behalf of the City of Flagstaff, sent out an introduction mailer for Museum Fire Flood Mitigation Projects that was mailed to 950 properties in Spruce Wash area that included a Spanish translated side. Since February 2022, BetaPr, on behalf of the City, has mailed 11 notification fliers and placed 15 door hangers to spread project information.
- In November 2022, voters approved Proposition 441 with support from 76% of Flagstaff voters.
- In December 2022, the Proposition 441 subpage of the Museum Fire Flood Projects Website was created which includes more information regarding the Suite of Projects.
- On February 2, 2023, the City hosted a Spruce Wash Community Meeting to provide information on the history of the Museum Fire, update on the progress of Spruce Wash Watershed restoration, November Prop 441 passage, and Prop 441 preliminary projects.
- On May 15, 2023, the City hosted the second Spruce Wash Community Meeting to provide information on the 2023 monsoon forecast, a Suite of Projects update, Coconino County Flood Control District Update, and preparing for the 2023 monsoon season.
- On November 2, 2023, the City hosted the third Spruce Wash Community Meetings to provide an update on the Suite of Projects, the flood modeling, and the flood risk assessment maps showing the positive impacts of the Suite of Projects.
- On April 1, 2024, the City hosted a fourth Spruce Wash Community Meeting to provide the community an opportunity to review the final plans, show the final flood modeling and the flood risk assessment maps and the positive impacts, and to go over the schedule and construction sequencing of the Suite of Projects.
- To date, during the design and current construction of the Suite of Projects, Beta PR, on behalf of the City of Flagstaff, has performed door-to-door operations over 25 times to deliver project notices and door hangers for various project items and information to the community adjacent to the Suite of Projects.
- Eagle Mountain Construction, Beta PR, and City staff will be intimately involved with the coordination of construction activities and keeping the stakeholders informed on schedule, sequence, and impacts through construction

Connection to PBB Priorities and Objectives:
Safe & Healthy Community: Ensure the built environment is safe through the use of consistent standards, rules & regulations, & land use practices.
Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:
Goal WR.5: Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
Goal T.21: Improve transportation safety and efficiency for all modes.

Connection to Carbon Neutrality Plan:
IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.
WS-1: Improve water infrastructure and expand water reuse.

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
None

Attachments:
Fifth Amendment and Attachments
Context Map
Vicinity Map
Contingency Justification Form

FIFTH AMENDMENT

Spruce Wash Drainage Improvements Projects
Construction Manager at Risk

Construction Phase Services Agreement
GMP 5
Wedge Detention Basin Phase 3

Grant Agreement No.: 24-DG-11030000-015

Project No. #03-23014
Agreement No. 2023-60

This Fifth Amendment ("Fifth Amendment") to the fully executed Construction Phase Services Phase - Agreement No. 2023-60 dated July 14, 2023 (the "Agreement") for the City of Flagstaff Spruce Wash Drainage Improvement Projects (the "Projects") is made and entered into this ____ day of _____, 2024, by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and Eagle Mountain Construction, Inc., an Arizona corporation ("Construction Manager at Risk" or "CMAR").

The Parties to the Agreement and other subsequent amendments, hereby agree to the following Fifth Amendment:

A. Pursuant to Article 5 – Contract Price, Section 5.2, Exhibit B – is amended to include GMP 5 – Increase for the Wedge Detention Basin Phase 3 – Proposal for "the Wedge", dated November 18, 2024, 3 pages, attached hereto as Attachment A.

B. CMAR's Wedge Detention Basin Phase 3 – GMP 5 is for the improvements for the Wedge portion of work of the Projects and shall total **eight million sixty-three thousand eight hundred ninety-six dollars and sixty-one ($8,063,896.61).**

C. The total Contract Price for the complete performance of work under the Agreement and other subsequent amendments, as amended by this Fifth Amendment, shall be **($23,851,863.61).**

D. The project is funded in part with a grant from the U.S. Department of Agriculture, Forest Service, Coconino National Forest. Project is pursuant to the associated Grant Provisions, attached hereto as Attachment B.

E. All other provisions of the Agreement and other subsequent amendments shall remain unchanged in full force and effect.

(Signatures on Following Page)

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

City of Flagstaff

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

Eagle Mountain Construction, Inc.

By:_____

Title:_____

Dated:_____

November 18, 2024

Trevor Henry
Capital Improvements Engineer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86004

Re: Spruce Wash Watershed Improvements ("Project")
City of Flagstaff Project # 03-23014
Construction Manager at Risk – Guaranteed Maximum Price ("GMP") 5

Dear Mr. Henry,

Eagle Mountain Construction ("EMC") is submitting GMP 5 for the above referenced Project.

The Spruce Wash Watershed Improvements is a "suite" of 8-9 individual projects (pending final designs) along the Spruce Wash drainage corridor, with several of the scopes having multiple phases. This GMP 5 is for Phase 3 of the Wedge, consisting of the basin excavation, and construction of the structural components for the inlet and outlet structures. It also includes the Linda Vista Sidewalk scope of work, per the Final 1 plans stamped 10-7-24.

As the remaining suite of projects progress through the design phase, EMC will continue with our Design Phase services, offering constructability reviews, cost and schedule modeling, TAC Meeting attendance, and subsequent GMP development. EMC's services for the balance of the Design Phase are reflected in the General Conditions for each project still in the design phase.

This scope is tentatively scheduled to begin as early as possible 2025, weather permitting.

We continue to be honored to be apart this Team and appreciate the opportunity to work with so many of the Project stakeholders, the team of engineers, and the City of Flagstaff staff in the execution of the ever changing and challenging Project.

Sincerely,

Eagle Mountain Construction

Marco Spagnuolo
CEO

THE WEDGE DETENTION BASIN PHASE 3

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
ROADWAY REMOVALS					
001	SAWCUT, REMOVE & DISPOSE ASPHALTIC CONCRETE PAVEMENT	1,093	SY	$ 12.00	$ 13,116.00
003	REMOVE & DISPOSE PORTLAND CEMENT CONCRETE	235	SF	$ 5.00	$ 1,175.00
010	REMOVE & DISPOSE CONCRETE CURB & GUTTER	80	LF	$ 5.00	$ 400.00
020	REMOVE & DISPOSE CONCRETE VALLEY GUTTER	100	SF	$ 5.00	$ 500.00
090	REMOVE & DISPOSE TREES - ***ALLOWANCE FOR REMAINING TREES***	1	LS	$ 20,000.00	$ 20,000.00
RELOCATIONS & ADJUSTEMENTS					
101	RELOCATE STREET SIGN ON NEW POST	1	EA	$ 550.00	$ 550.00
130	ADJUST VALVE BOX & COVER	13	EA	$ 1,050.00	$ 13,650.00
140	ADJUST MANHOLE FRAME & COVER	12	EA	$ 1,450.00	$ 17,400.00
150	REMOVE & REPLACE RIP RAP	1	LS	$ 1,250.00	$ 1,250.00
160	RELOCATE MAILBOX	1	EA	$ 850.00	$ 850.00
180	RELOCATE LIGHT POLE	1	EA	$ 6,850.00	$ 6,850.00
ROADWAY CONSTRUCTION					
203	PAVEMENT SECTION: 4" AC / 6" ABC	4,800	SY	$ 95.00	$ 456,000.00
206	12" ABC ON GEOGRID	160	SY	$ 30.00	$ 4,800.00
210	TYPE A VERTICAL CURB & GUTTER	1,345	LF	$ 35.00	$ 47,075.00
218	ROLL TO VERTICAL CURB TRANSITION	4	EA	$ 200.00	$ 800.00
220	SIDEWALK	3,635	SF	$ 16.00	$ 58,160.00
221	SIDEWALK W\INTEGRAL CURB	830	SF	$ 18.00	$ 14,940.00
222	CURB RAMP	4	EA	$ 5,315.00	$ 21,260.00
226	8' VALLEY GUTTER	1,730	SF	$ 25.00	$ 43,250.00
228	SCUPPER	1	EA	$ 5,250.00	$ 5,250.00
230	6" PCC / 3" ABC RESIDENTIAL DRIVEWAY (5' DEEP)	305	SF	$ 20.00	$ 6,100.00
231	9" PCC / 3" ABC COMMERCIAL DRIVEWAY (5' DEEP)	410	SF	$ 28.00	$ 11,480.00
232	6" PCC/ 3" ABC RESIDENTAIL DRIVEWAY (3' DEEP)	740	SF	$ 22.00	$ 16,280.00
240	6" PCC / 3" ABC DRIVEWAY MATCH-UP	2,195	SF	$ 23.00	$ 50,485.00
243	GRAVEL DRIVEWAY MATCHUP	24	SY	$ 45.00	$ 1,080.00
251	72" GATE	2	EA	$ 3,150.00	$ 6,300.00
252	72" MODIFIED FUTS RAIL	210	LF	$ 190.00	$ 39,900.00
253	42" MODIFIED FUTS RAIL	350	LF	$ 165.00	$ 57,750.00
280	SURVEY MONUMENT, TYPE A (INTERSECTION)	4	EA	$ 1,250.00	$ 5,000.00
290	T-TOP TRENCH	530	SY	$ 130.00	$ 68,900.00
STORMDRAIN CONSTRUCTION					
522	STORM DRAIN VAULT: DETENTION BASIN OUTLET CONTROL	1	EA	$ 55,000.00	$ 55,000.00
530	EXCAVATE DETENTION BASIN (EXCLUDES DUMP FEES - ASSUME COF L.F.)	37,680	CY	$ 38.00	$ 1,431,840.00
541	ACCESS RAMP: RIPRAP WITH SOIL MIX	2,040	SF	$ 12.00	$ 24,480.00
542	EROSION PROTECTION: NON-WOVEN EROSION CONTROL BLANKET	3,890	SY	$ 13.00	$ 50,570.00
543	EROSION PROTECTION: HYDROSEED	85,850	SF	$ 1.50	$ 128,775.00
550	SOIL NAIL RETAINING WALL	6,150	SF	$ 225.00	$ 1,383,750.00
552	STACKED BLOCK WALL	80	SF	$ 125.00	$ 10,000.00
560	PLUNGE POOL / ENERGY DISSIPATOR	65	CY	$ 250.00	$ 16,250.00
561	LID FILTRATON SOIL, GRAV, UNDERDRAIN	1,600	SF	$ 35.00	$ 56,000.00
565	LOW FLOW CHANNEL	1	LS	$ 3,100.00	$ 3,100.00
590	DETENTION BASIN FLOW CONTROL SLIDE GATE & SCADA	1	LS	$ 385,000.00	$ 385,000.00
STRIPING & SIGNAGE					
601	STOP BAR	1	EA	$ 350.00	$ 350.00
602	CROSS WALK	2	EA	$ 550.00	$ 1,100.00
603	6" WHITE LANE STRIPE	2,410	LF	$ 4.00	$ 9,640.00
604	4" DOUBLE YELLOW WITH BROKEN INSIDE STRIPE	450	LF	$ 3.00	$ 1,350.00
605	4" DOUBLE YELLOW STRIPE	620	LF	$ 3.00	$ 1,860.00
606	8" WHITE LANE STRIPE	35	LF	$ 10.00	$ 350.00
607	BIKE LANE SYMBOL	2	EA	$ 850.00	$ 1,700.00
608	CROSS HATCH STRIPING	1	LS	$ 750.00	$ 750.00
609	PAVEMENT MARKING ARROW	4	EA	$ 850.00	$ 3,400.00
650	WARNING SIGN ON POST	4	EA	$ 350.00	$ 1,400.00
651	WARNING SIGN ON FENCE	4	EA	$ 85.00	$ 340.00
652	NO TRESPASSING SIGN ON FENCE	1	EA	$ 85.00	$ 85.00
ELECTRICAL					
1001	TRANSFORMER - ***BY APS***	1	LS	$ -	$ -
1010	CONDUIT	710	LF	$ 25.00	$ 17,750.00
1020	SES	1	LS	$ 263,000.00	$ 263,000.00

THE WEDGE DETENTION BASIN PHASE 3

Keynote		DESCRIPTION	QTY	Unit	Unit Cost	Total
LINDA VISTA SIDEWALK						
001		SAWCUT, REMOVE & DISPOSE ASPHALTIC CONCRETE PAVEMENT	1,510	SY	$ 12.00	$ 18,120.00
003		REMOVE & DISPOSE PORTLAND CEMENT CONCRETE	965	SF	$ 5.00	$ 4,825.00
010		REMOVE & DISPOSE CONCRETE CURB & GUTTER	125	LF	$ 5.00	$ 625.00
050		REMOVE & DISPOSE STORM DRAIN	60	LF	$ 65.00	$ 3,900.00
067		REMOVE & SALVAGE & REINSTALL EX SIGN	2	EA	$ 550.00	$ 1,100.00
068		REMOVE & SALVAGE SIGN	15	EA	$ 450.00	$ 6,750.00
069		OBLITERATE STRIPE	1	LS	$ 4,500.00	$ 4,500.00
080		CLEAR & GRUB WITHIN THE CONSTRUCTION LIMIT	1	LS	$ 32,500.00	$ 32,500.00
082		REMOVE & DISOPOSE RIPRAP	1	LS	$ 2,500.00	$ 2,500.00
203		PAVEMENT SECTION: 4" AC / 6" ABC	810	SY	$ 95.00	$ 76,950.00
208		FOG SEAL PER MAG SPEC. 333	1	LS	$ 8,000.00	$ 8,000.00
210		TYPE A VERTICAL CURB & GUTTER	1,795	LF	$ 35.00	$ 62,825.00
220		SIDEWALK	5,235	SF	$ 16.00	$ 83,760.00
224		CURB RAMP WITH DETECTABLE WARNING	1	EA	$ 5,315.00	$ 5,315.00
225		CURB RAMP MAG MODIFIED	2	EA	$ 5,315.00	$ 10,630.00
228		SCUPPER	4	EA	$ 5,750.00	$ 23,000.00
229		CURB CUT	2	EA	$ 350.00	$ 700.00
523		CURB OPENING	2	EA	$ 350.00	$ 700.00
524		36" ADS N-12 WT DUAL HDPE STORMDRAIN	67	LF	$ 165.00	$ 11,055.00
532		GRADE CHANNEL/SWALE	320	LF	$ 60.00	$ 19,200.00
540		18" THICK RIPRAP APRON, D50 = 6".	150	SY	$ 55.00	$ 8,250.00
543		EROSION PROTECTION - HYDROSEED	14,575	SF	$ 3.00	$ 43,725.00
602		CROSSWALK	2	EA	$ 1,250.00	$ 2,500.00
603		6" WHITE LANE STRIPE	1,070	LF	$ 10.00	$ 10,700.00
607		BIKE LANE SYMBOL	2	EA	$ 850.00	$ 1,700.00
610		4" YELLOW LANE STRIPE	490	LF	$ 8.00	$ 3,920.00
670		INSTALL EX SIGN ON NEW POST	4	EA	$ 650.00	$ 2,600.00
671		INSTALL NEW SIGN ON NEW POST	4	EA	$ 650.00	$ 2,600.00
		LINDA VISTA SIDEWALK SUBTOTAL				***$ 452,950.00***
MISCELLANEOUS						
		MOBILIZATION & DEMOBILIZATION	1	LS	$ 315,000.00	$ 315,000.00
		SURVEY	1	LS	$ 64,000.00	$ 64,000.00
		TRAFFIC CONTROL	1	LS	$ 78,900.00	$ 78,900.00
		AS-BUILT MEASUREMENTS/RECORD DRAWINGS	1	LS	$ 18,600.00	$ 18,600.00
		EROSION CONTROL/SWPPP	1	LS	$ 29,500.00	$ 29,500.00
CONTRACT ALLOWANCES						
		ROCK EXCAVATION	1,200	CY	$ 85.00	$ 102,000.00
SUMMARY						
COST OF WORK						**$ 5,899,341.00**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)			9.58%			$ 565,000.00
SUBTOTAL #1 - Cost of the Work + GC's						**$ 6,464,341.00**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)			10.50%			$ 678,755.81
SUBTOTAL #2 - Cost of the Work + GC's + Fee						**$ 7,143,096.81**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)			0.90%			$ 64,287.87
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds						**$ 7,207,384.68**
INSURANCE (Percentage of Subtotal #3)			1.00%			$ 72,073.85
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance						**$ 7,279,458.52**
SALES TAX (Percentage of GMP)			5.97%			$ 434,438.08
CMAR CONTINGENCY & PRICE ESCALATION FUNDING			2%			$ 275,000.00
GMP						**$ 7,988,896.61**
OWNERS CONTINGENCY (Percentage of Cost of the Work)			1%			$ 75,000.00
CONTRACT PRICE						**$8,063,896.61**

GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department Agriculture, Forest Service, Coconino National Forest

Grant Project Title: The Wedge Detention Basin

Grant Number: 24-DG-11030000-015

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Flagstaff a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT**.** The United States shall not be liable to Flagstaff for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Flagstaff or any third party.

C. NOTICES. Any notice given by the Forest Service or Flagstaff will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Flagstaff, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30 and December 31. The final

SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

Flagstaff shall submit quarterly performance reports. These reports are due 30 days after the reporting period ending March 31, June 30, September 30 and December 31. The final performance report shall be submitted either with Flagstaff's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information: submit a copy of all reports to SM.FS.R3SPTF@usda.gov.

G. NOTIFICATION. Flagstaff shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for Flagstaff to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Flagstaff when permission is granted.

J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of Flagstaff's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Flagstaff is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

Flagstaff may call on Forest Service's Office of Communication for advice regarding public notices. Flagstaff is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

M. AWARD CLOSEOUT. Flagstaff must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Flagstaff must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

N. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

O. DEBARMENT AND SUSPENSION. Flagstaff shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Flagstaff or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion,

debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

P. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

Q. SCIENTIFIC INTEGRITY. USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.

R. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

S. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

T. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.
Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product

(whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at USDA Buy America Waivers for Federal Financial Assistance.

Definitions

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

"Construction materials" means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Fiber optic cable (including drop cable);

(v) Optical fiber;

(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

"Infrastructure project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

U. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

   a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect; or
      (3) Use forced labor in the performance of the award or subawards under the award.

   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
   i. Associated with performance under this award; or
   ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ‘‘OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),’’.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
   a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      (1) Associated with performance under this award; or
      (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ‘‘OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),’’

3. Provisions applicable to any recipient.
   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:
   a. ‘‘Employee’’ means either:
      (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   b. ‘‘Forced labor’’ means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for

labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. ‘‘Private entity’’:
   (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
   (2) Includes:
      i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      ii. A for-profit organization.

d. ‘‘Severe forms of trafficking in persons,’’ ‘‘commercial sex act,’’ and ‘‘coercion’’ have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

V. DRUG-FREE WORKPLACE.

1. Flagstaff agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
   a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
   b. Specify the actions Flagstaff will take against employees for violating that prohibition; and
   c. Let each employee know that, as a condition of employment under any award, the employee:

      (1) Shall abide by the terms of the statement, and
      (2) Shall notify Flagstaff in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. Flagstaff agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The established policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. Flagstaff agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Flagstaff learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, Flagstaff must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
   b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

W. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
   a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
   b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

X. ELIGIBLE WORKERS. Flagstaff shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Flagstaff shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

Y. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and

would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

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

AA. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

BB. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

(1) procure or obtain, extend or renew a contract to procure or obtain;

(2) enter into a contract (or extend or renew a contract) to procure; or

(3) obtain the equipment, services or systems.

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) NOT APPLICABLE Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) NOT APPLICABLE Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

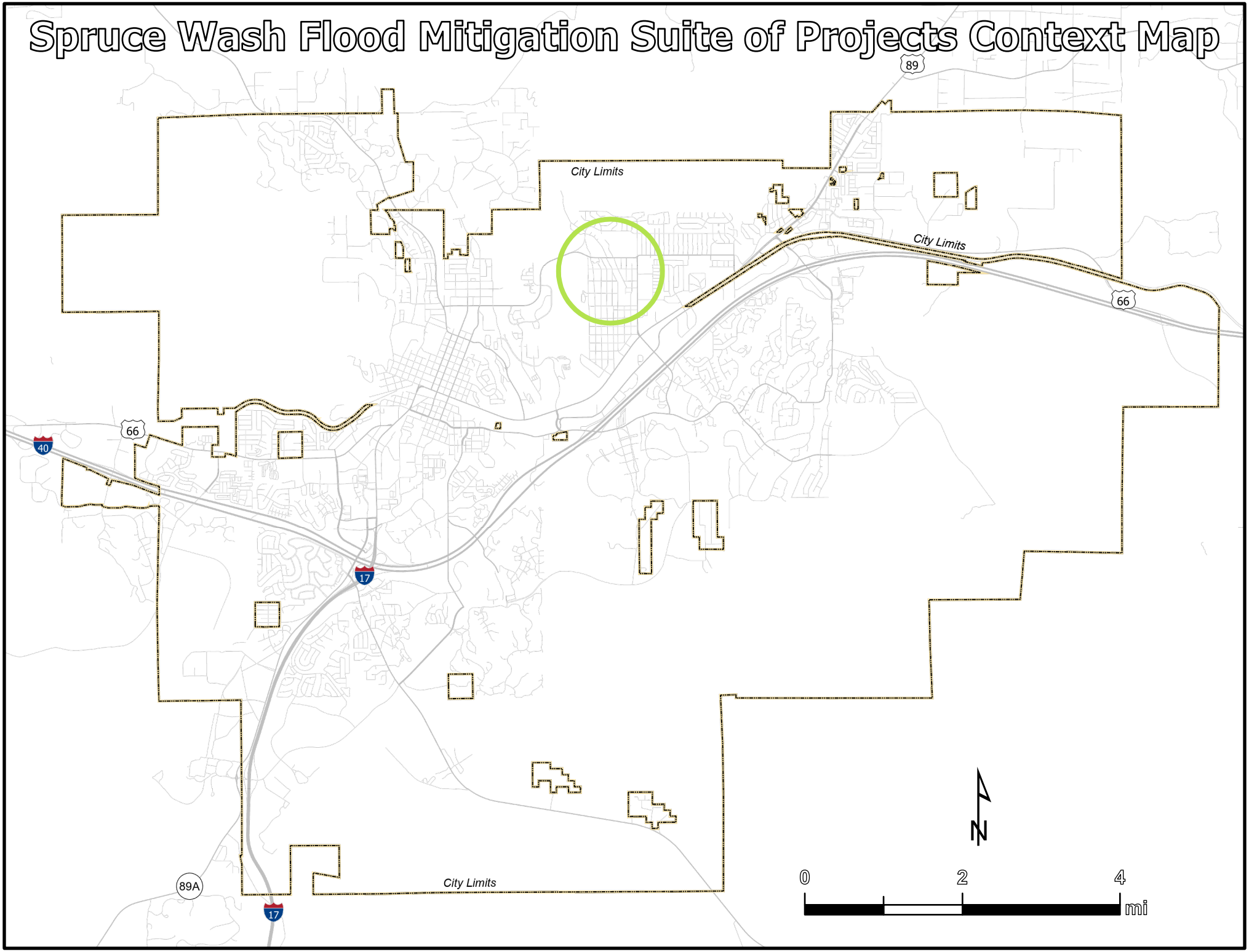
(J) See § 200.323.

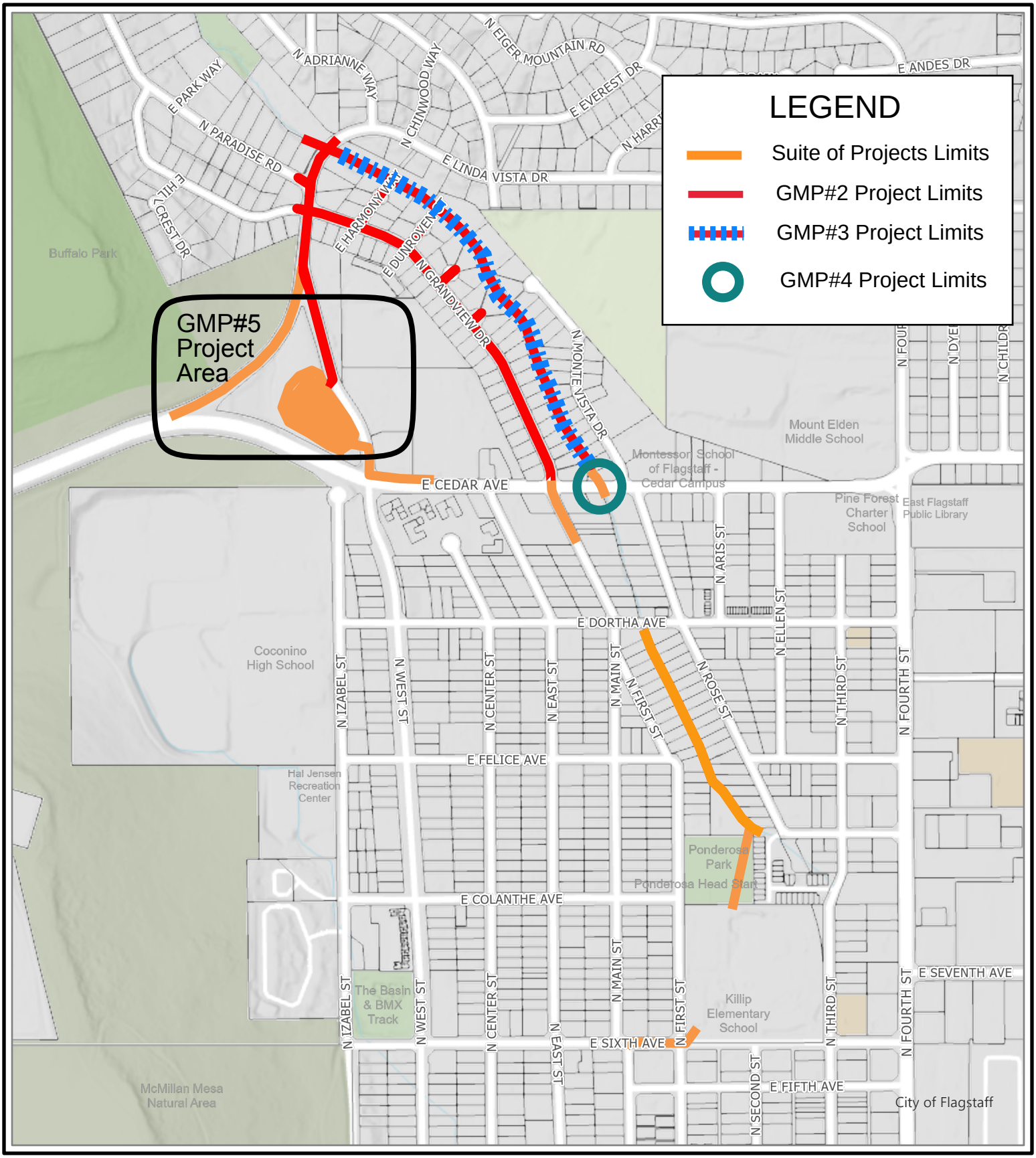
(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Spruce Wash Flood Mitigation Suite of Projects Context Map





Spruce Wash Suite of Projects GMP #5 Vicinity

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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.

2/2/2024 2:24 PM

CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION
Design-Build OR CMAR Contracts

PROJECT NO. WS3570 **PROJECT NAME:** Spruce Wash – The Wedge

FILE NO. 03-23015 **Project Manager:** Julie Leid (Sup. Trevor Henry)

CONTRACTOR/CONSULTANT: Eagle Mountain Construction (EMC)

PROJECT DESCRIPTION:
This project includes construction of a detention basin on City-owned property at the intersection of Cedar Avenue and Linda Vista Drive. The project also includes addition of new sidewalk on Linda Vista Drive which is part of the project area and where it does not exist today. This work is funded by a USFS grant, Proposition 441 and Proposition 419. This project is part of the Spruce Wash Flood Mitigation Suite of Projects.

JUSTIFICATION FOR USE AND AMOUNT:

Contractor's Contingency Justification and Amount:
Contractors Contingency of **$275,000.00** was negotiated and was recognized to be necessary to compensate Eagle Mountain Construction for increases in material costs which could not be determined at the time of contracting.

Owner's Contingency Justification and Amount:
Owner's Contingency of **$75,000.00** was recognized to be necessary to compensate EMC should there be unidentified services needed, unsuitable material discovered, scope changes, and/or differing site conditions.
The **$75,000.00** Owner's Contingency is roughly 1.0% of the $**7,988,896.61** Guaranteed Maximum Price #5 proposed by EMC to complete the work, which combined equals the Contract Price of $**8,063,896.61**. If this Project were utilizing traditional project delivery methods, this amount would be within the allowable limits for a Contract Allowance per the Procurement Code revisions approved by Council on April 16, 2019.

COST/BUDGET/FUNDING SOURCE ANALYSIS:
Contractor's & Owner's Contingency:
Contractor's and Owner's Contingencies are recommended to be in the Total Contract Price and can be funded by Account Number **410-08-385-3570-3** in FY25.

APPROVAL:	**Signature**		**Date:**
Project Manager		**Approval Recommended**	11/19/2024
Program Manager	N/A	**Approval Recommended**	N/A
Section Head		**Approval Recommended**	11/19/24
Division Head		**Approval Recommended**	

Definitions

Owner's Contingency (Design/Build or Construction Manager at Risk)

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City's directed changes or Differing Site Conditions, or as the City may otherwise elect. The amount of the Owner's Contingency will be set solely by the City and will be in addition to the Project costs included in the Design-Builder's GMP packages.

The Owner's Contingency are funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes, Differing Site Conditions, or as the City may otherwise elect. Owner's Contingency will be added to the GMP amount provided by the Design-Builder/CMAR, the sum of which will be the full Contract Price for construction. Markups for Construction Fee and taxes will be applied by the Design-Builder at the time that Owner's Contingency is used

Contractor's Contingency (Design/Build or Construction Manager at Risk)

"Design-Builder's/CMAR Contingency" means a fund to cover cost growth during the Project used at the discretion of the Design-Builder/CMAR, usually for costs that result from Project circumstances. The amount of the Design-Builder's/CMAR Contingency will be negotiated as a separate line item in each GMP package.

Use and management of the Design-Builder's/CMAR Contingency:

Design-Builder's/CMAR Contingency is an amount the Design-Builder/CMAR may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Design-Builder/CMAR Contingency is assumed to be a direct Project cost so will receive all markups at the time of GMP submission.

When the Design-Builder/CMAR utilizes Design-Builder's/CMAR Contingency funds, the Design-Builder/CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The Design-Builder/CMAR shall deduct the amount of Design-Builder's/CMAR Contingency funds used from the Design-Builder's/CMAR Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If the Design-Builder's/CMAR Contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-45 and Ordinance No. 2024-28: 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-24-00009 - Subdivision Process" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code Title 11, General Plans and Subdivisions.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2024-45
2. Read Ordinance No. 2024-28 by title only for the final time
3. City Clerk reads Ordinance No. 2024-28 by title only (if approved above)
4. Adopt Ordinance No. 2024-28

Executive Summary:

City's request modify City Code Title 11: General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations, to remove the requirement for Concept Plat; allow Minor Subdivisions of up to 10 lots instead of 4 lots; make all preliminary and final plats administrative unless modifications to development standards are requested, such as an Engineering modification or a Planned Residential Development; establish a separate process for land dedications affiliated with subdivisions; develop a formal plat amendment process; replace Development Master Plan with a Master Block Plat Process; and minor changes to lot split standards. This amendment will be a full replacement of the Chapter. The attachments include a tracked changes version showing the proposed amendments, as well as a clean version with all amendments included.

The Planning and Zoning Commission recommended that the City Council approve the proposed text amendment by a vote of 7-0. However, the Commission was divided on the Plat Amendment provisions included in Section 11-20.40.070. Two commissioners were in favor of leaving the drafted language as proposed by staff and three commissioners were interested in seeing alternative strategies. The Commission overall did not want to delay the Council's review of the amendment. Staff has prepared four alternative provisions, in addition to Exhibit A, for Council consideration based on discussion with the Planning & Zoning Commission.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed City Code text amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed City 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.

There are four alternatives provided for the Plat Amendment language found in Section 11-20.40.070 of the proposed amendment.

Background and History:
The proposed amendment includes modifications to City Code Title 11: General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations, to streamline the subdivision review process by removing the requirement for concept plats and allowing administrative approvals of both Preliminary and Final Plats, to clarify and update plat submittal requirements, and to modify standards for Master Block Plats and Modified Subdivisions.

The proposed amendment includes:

Divisions (Chapter 11-20):

- Combines former Divisions 11-20.40, 11-20.50, 11-20.60, 11-20.70, 11-20.80, and 11-20.90, so that all required plat types fall under the general category of subdivision procedures and requirements.

Applicability (Section 11-20.30-010):

- Changes the Modified Subdivision Process to no more than 10 lots (previously 4) as permitted by Arizona Revised Statutes and includes land splits over 2.5 acres as there was previously no process for these type of land splits.

Preliminary Plat (11-20.40.030):

- Adds the following to preliminary plat submission requirements:
  - An ALTA survey that delineates all easements and encumbrances in graphic form completed within six months of the preliminary plat submittal.
  - A Notice of Right to Appeal Exactions Owner Certification.
  - Project Narrative requirements.

- Adds Mountain Line or public transit operator to listing of agencies that need to be consulted.
- Revises the Preliminary Plat Review and Approval process to allow for administrative approvals.

Final Plat (11-20.40.040):

- Adds the following to final plat submission requirements:

  - A closure report signed and sealed by a registered surveyor that indicates the boundary of the platted property to have a mathematical closure of not less than 0.01 feet.
  - A registered surveyor shall provide a signed and sealed certification that there are no conflicting encumbrances.
    - Adds language about dedications.
    - Revises the Final Plat Review and Approval process to allow for administrative approvals.
    - Provides additional requirements for final plat recordation, including that all dedications have been accepted by Council, and the City Clerk is responsible for recording.

Master Block Plats (11-20.40.050):

- Revises the previous Master Development Plan into a Master Block Plat process to assist with the development of a large or complicated land area.

Modified Subdivision Process (11-20.40.060):

- Allows up to 10 lots through the modified subdivision process.
- Deletes the requirement for a Concept Plat.

Plat Amendment (11-20.40.070):

- This section creates different processes for amending subdivision plats including Replats and Certificate of Corrections.

Land Split or Combination Procedures and Requirements (11-20.050.020):

- Adds a requirement that water and sewer services be provided to the frontage of each lot in areas served by the City of Flagstaff. Water or sewer services and/or yard lines shall not cross any other parcel.

Connection to PBB Priorities and Objectives:

- Achieve a well maintained community through comprehensive & equitable cod 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 sized 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: SB 1106
Res. 2024-45
PZ-24-00009 - Exhibit A
Ord. 2024-28
PZ-24-0009 Track Changes
Plat Amendment Alternatives 1-4
Public Comment From Gammage & Burnham
Council Presentation

Senate Engrossed

administrative review; approvals; developments

State of Arizona
Senate
Fifty-sixth Legislature
First Regular Session
2023

SENATE BILL 1103

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 8, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-500.49; AMENDING TITLE 11, CHAPTER 2, ARTICLE 4, ARIZONA REVISED STATUTES, BY ADDING SECTION 11-269.27; RELATING TO MUNICIPAL POWERS.

(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 8, Arizona Revised Statutes, is amended by adding section 9-500.49, to read:

9-500.49. Administrative review and approval; self-certification program; expedited approval

A. NOTWITHSTANDING ANY OTHER LAW, THE LEGISLATIVE BODY OF A CITY OR TOWN MAY BY ORDINANCE DO THE FOLLOWING:

1. AUTHORIZE ADMINISTRATIVE PERSONNEL TO REVIEW AND APPROVE SITE PLANS, DEVELOPMENT PLANS, LAND DIVISIONS, LOT LINE ADJUSTMENTS, LOT TIES, PRELIMINARY PLATS, FINAL PLATS AND PLAT AMENDMENTS WITHOUT A PUBLIC HEARING.

2. AUTHORIZE ADMINISTRATIVE PERSONNEL TO REVIEW AND APPROVE DESIGN REVIEW PLANS BASED ON OBJECTIVE STANDARDS WITHOUT A PUBLIC HEARING.

3. ADOPT A SELF-CERTIFICATION PROGRAM ALLOWING REGISTERED ARCHITECTS AND PROFESSIONAL ENGINEERS TO CERTIFY AND BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE ORDINANCES AND CONSTRUCTION STANDARDS FOR PROJECTS THAT THE ORDINANCE IDENTIFIES AS BEING QUALIFIED FOR SELF-CERTIFICATION.

4. ALLOW AT-RISK SUBMITTALS FOR CERTAIN ON-SITE PRELIMINARY GRADING AND DRAINAGE WORK OR INFRASTRUCTURE.

5. ALLOW APPLICANTS WITH A HISTORY OF COMPLIANCE WITH BUILDING CODES AND REGULATIONS TO BE ELIGIBLE FOR EXPEDITED PERMIT REVIEW.

B. APPLICATIONS FOR A LICENSE PURSUANT TO THIS SECTION ARE SUBJECT TO CHAPTER 7, ARTICLE 4 OF THIS TITLE.

C. FOR THE PURPOSES OF THIS SECTION, "OBJECTIVE" MEANS NOT INFLUENCED BY PERSONAL INTERPRETATION, TASTE OR FEELINGS OF A MUNICIPAL EMPLOYEE AND VERIFIABLE BY REFERENCE TO AN ADOPTED BENCHMARK, STANDARD OR CRITERION AVAILABLE AND KNOWABLE BY THE APPLICANT OR PROPONENT.

Sec. 2. Title 11, chapter 2, article 4, Arizona Revised Statutes, is amended by adding section 11-269.27, to read:

11-269.27. Administrative review and approval; self-certification program; expedited approval

A. NOTWITHSTANDING ANY OTHER LAW, THE BOARD OF SUPERVISORS OF A COUNTY MAY BY ORDINANCE DO THE FOLLOWING:

1. AUTHORIZE ADMINISTRATIVE PERSONNEL TO REVIEW AND APPROVE SITE PLANS, DEVELOPMENT PLANS, LAND DIVISIONS, LOT LINE ADJUSTMENTS, LOT TIES, PRELIMINARY PLATS, FINAL PLATS AND PLAT AMENDMENTS WITHOUT A PUBLIC HEARING.

2. AUTHORIZE ADMINISTRATIVE PERSONNEL TO REVIEW AND APPROVE DESIGN PLANS BASED ON OBJECTIVE STANDARDS WITHOUT A PUBLIC HEARING.

3. ADOPT A SELF-CERTIFICATION PROGRAM ALLOWING REGISTERED ARCHITECTS AND PROFESSIONAL ENGINEERS TO CERTIFY AND BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE ORDINANCES AND CONSTRUCTION STANDARDS FOR PROJECTS THAT THE ORDINANCE IDENTIFIES AS BEING QUALIFIED FOR SELF-CERTIFICATION.

4. ALLOW AT-RISK SUBMITTALS FOR CERTAIN ON-SITE PRELIMINARY GRADING AND DRAINAGE WORK OR INFRASTRUCTURE.

5. ALLOW APPLICANTS WITH A HISTORY OF COMPLIANCE WITH BUILDING CODES AND REGULATIONS TO BE ELIGIBLE FOR EXPEDITED PERMIT REVIEW.

B. APPLICATIONS FOR A LICENSE PURSUANT TO THIS SECTION ARE SUBJECT TO CHAPTER 11, ARTICLE 1 OF THIS TITLE.

C. FOR THE PURPOSES OF THIS SECTION, "OBJECTIVE" MEANS NOT INFLUENCED BY PERSONAL INTERPRETATION, TASTE OR FEELINGS OF A MUNICIPAL EMPLOYEE AND VERIFIABLE BY REFERENCE TO AN ADOPTED BENCHMARK, STANDARD OR CRITERION AVAILABLE AND KNOWABLE BY THE APPLICANT OR PROPONENT.

RESOLUTION NO. 2024-45

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-24-00009 – SUBDIVISION PROCESS"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802, a municipality may enact or amend provisions of a city code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff City Code Title 11, Chapter 11-20 Subdivision and Land Split Regulations, Ordinance No. 2024-28, 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-24-00009 – Subdivision 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 3rd day of December 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
A. PZ-24-00009 – Subdivision Process

Case No. PZ-24-00009: Subdivision Process
Amendment for Adoption to Flagstaff City Code

CHAPTER 11-20
SUBDIVISION AND LAND SPLIT REGULATIONS

Divisions:

11-20.10 Title and Authority

11-20.20 Purpose and Intent

11-20.30 Applicability

11-20.40 Subdivision Procedures and Requirements

11-20.50 Land Splits and Combinations

11-20.60 Boundary Adjustments

11-20.70 Subdivision Design Standards and Requirements

11-20.80 Minimum Required Subdivision Improvements

11-20.90 Modifications

11-20.100 Reversion to Acreage

11-20.110 Vacation of Streets and Easements

11-20.120 Violations

11-20.130 Appeals

11-20.10

Title and Authority

Sections:

11-20.10.010 Title and Authority

11-20.10.020 Short Title

11-20.10.010 Title and Authority

These regulations shall be known and referred to as the Subdivision and Land Split Regulations for the City of Flagstaff, Arizona, as provided for by A.R.S. § 9-463.

11-20.10.020 Short Title

The City of Flagstaff Subdivision and Land Split Regulations shall also be known as the "Subdivision Regulations".

11-20.20

Purpose and Intent

Sections:

11-20.20.010 Purpose and Intent

11-20.20.010 Purpose and Intent

A. The purpose of the City of Flagstaff Subdivision and Land Split Regulations is to facilitate orderly growth and harmonious development, and to protect and promote public health, safety and welfare. These Subdivision Regulations reflect policies developed by the City in its General Plan to help regulate the need for expanded public services, including transportation, education, water, sewer, and other utilities that is influenced by the sale of subdivided land. The preservation of the features that make Flagstaff a beautiful place to live, such as steep slopes, pine forests, and floodplains is also a priority. More specifically, these regulations are intended to achieve the following objectives:

1. To accommodate the demand for a variety of housing, including affordable housing, while recognizing the right of all citizens to a safe community without the hazards of flooding, erosion, contamination, and other blight;

2. To insure safe and efficient traffic circulation through coordinated street systems with major thoroughfares, adjoining subdivisions, and public facilities;

3. To provide lots and parcels of sufficient size and appropriate design for the purposes for which they will be used;

4. To secure adequate provisions for water supply, stormwater drainage, sewage disposal, and other utilities and facilities;

5. To provide adequate sites for schools, recreation areas, and other public facilities;

6. To provide logical procedures to facilitate the conveyance of land by accurate legal description, and to establish and assure the rights, duties and responsibilities of subdividers and developers with respect to land development;

7. To assure future buyers of land that the subdivider owns the land proposed to be sold, provides access to each property, and constructs and provides for maintenance of improvements, utilities, and amenities;

8. To apportion the costs of public services and facilities serving subdivision residents through the payment of fees, provision of facilities, and dedication of land and rights-of-way to the City in order to ensure that new development pays its way and does not burden the City's fiscal resources; and

9. To obtain accurate surveying and permanent public record of the separate interests created and conveyed by subdivision.

B. These Subdivision Regulations are intended to provide a common ground of understanding and an equitable working relationship between public and private interests, so that both independent and mutual objectives can be achieved in the subdivision of land.

11-20.30

Applicability

Sections:

11-20.30.010 General Applicability

11-20.30.020 Related Statutes

11-20.30.030 Reservation of Public Land

11-20.30.010 General Applicability

A. The City shall not approve a final plat of a subdivision or land split unless it conforms to the provisions of this Chapter.

B. The provisions of this Chapter apply to all subdivisions (including a modified subdivision process), land splits, and boundary adjustments as further described below, except for the following:

1. The sale or exchange of parcels of land to or between adjoining property owners if such sale or exchange does not create additional lots;

2. The partitioning of land in accordance with other statutes regulating the partitioning of land held in common ownership;

3. The leasing of apartments, offices, stores, or similar space within a building or trailer park; or to

4. The leasing of mineral, oil, or gas rights.

C. As used within this Chapter, subdivision, modified subdivision process, land split, and boundary adjustment are described as follows (specific definitions of these terms are provided in Chapter 11-30, Definitions:

1. Subdivision:

a. A subdivision is the division of improved or unimproved land into either:

(1) Four or more lots, tracts or parcels of land;

(2) Two or more lots, tracts or parcels of land, if a new street is involved; or

(3) Three or more lots, tracts or parcels, the boundaries of which have been fixed by a recorded plat.

b. Subdivision applications are required to adhere to a comprehensive multi-step review process that includes submission of a preliminary plat for review and approval by the Director and City Engineer or review and approval by the City Council of any preliminary plat utilizing the Planned Residential Development standards or requiring a modification to Engineering Standards, submission of public improvement plans, and a final plat for review and approval of the Director and City Engineer.

2. Modified Subdivision Process: The modified subdivision process applies to subdivisions with no more than ten lots as well as land splits over 2.5 acres.

3. Land Split:

a. A land split is the division of improved or unimproved land whose area is 2.5 acres or less into either:

(1) No more than two lots, tracts, or parcels, the boundaries of which have been fixed by a recorded plat; or,

(2) Two or three lots, tracts, or parcels located within unsubdivided lands.

b. A land split application is reviewed and approved by the Director. A concept plan of the proposed land split may be submitted to the Director for review prior to submittal of a final legal description and land split map.

4. Boundary Adjustment: When the lot line between two adjoining parcels requires adjustment, a boundary adjustment following the procedure for a land split application is followed.

11-20.30.020 Related Statutes

The subdivision of land in the City of Flagstaff is subject to the requirements and procedures of Arizona and federal law. Specifically related statutes include A.R.S. Title 9; Article 6.2 concerning municipal subdivision regulations; Title 32 concerning the sale of lands; and, Title 33 concerning condominiums.

11-20.30.030 Reservation of Public Land

A. Land areas within a subdivision may be reserved for parks, recreational facilities, school sites and other public facilities including fire stations, open space lands and open areas, and flood control facilities, subject to the following conditions:

1. The requirements may only be made upon preliminary plats filed at least 30 days after adoption of a General Plan or Specific Plan affecting the land area to be reserved;

2. The required reservations must be in accordance with the General Plan, and adopted specific plans and other goals, objectives, and standards adopted by the City Council;

3. The land reserved shall be sized and shaped to permit non-reserved land area of the subdivision to develop in an orderly and efficient manner; and,

4. The land area reserved shall be suitable for the intended use and shall be planned in such a manner to permit an efficient division of the reserved area in case it is not acquired within the prescribed period.

B. The City Council shall have a period of one year after recording the final subdivision plat to enter into an agreement to acquire such reserved land area. The purchase price shall be the fair market value of the land at the time of the filing of the preliminary subdivision plat plus the taxes against such reserved area from the date of the reservation, and any other costs incurred by the subdivider in the maintenance of such reserved area, including interest costs incurred on any loan covering such reserved area.

C. If the City does not exercise the reservation agreement set forth above within the one-year period or such extended period as may be mutually agreed upon by the City Council and the subdivider, the reservation of such area shall terminate.

11-20.40

Subdivision Procedures and Requirements

Sections:

11-20.40.010 Overview of Subdivision Procedures and Requirements

11-20.40.020 Pre-Application Meeting

11-20.40.030 Preliminary Plat

11-20.40.040 Final Plat

11-20.40.050 Master Block Plats

11-20.40.060 Modified Subdivision Process

11-20.40.070 Plat Amendments

11-20.40.010 Overview of Subdivision Procedures and Requirements

The preparation, submittal, review, and approval of all subdivisions located within the City limits shall proceed through the following progressive stages, except as otherwise provided in this Chapter:

A. Pre-application meeting (Refer to Section 11-20.40.020).

B. Preliminary plats submittal, review, and approval (Refer to Section 11-20.40.030).

C. Submittal and approval of engineering plans for the required subdivision improvements.

D. Final plat submittal, review and approval (Refer to Section 11-20.40.040).

E. Recordation of approved final plat with the Coconino County Recorder.

11-20.40.020 Pre –Application Meeting

The applicant shall present their proposal and meet with the Director and City Engineer, or their designee, on an informal basis at a pre-application meeting unless waived by the Director. The applicant shall present a general outline of the subdivision proposal including sketch plans; proposed land uses; street and lot arrangement; lot sizes; and conceptual designs for water supply, sewage disposal, grading and drainage, traffic impacts, and street improvements. The Director and the City Engineer, or their designee, shall advise the applicant of specific standards and regulations related to the subject property, details regarding subdivision design and improvement standards, and general platting procedures and requirements.

11-20.40.030 Preliminary Plat

This section provides procedures for the review and approval of preliminary plats consistent with applicable law. The procedures established in this section shall apply to all proposals for preliminary plat. Requests for preliminary plat review shall only be made through the procedures described in this section.

A. Preliminary Plat Submission. The applicant shall electronically submit the following materials in support of a preliminary plat application for a new subdivision to the Director in accordance with the submittal deadlines and review schedule on file with the Planning & Development Services Section:

1. Completed preliminary plat application forms. If the subdivider is not the current landowner of all the subject real property, a signed and notarized statement shall also be filed attesting that the owner grants to the subdivider authority to represent the owner in this matter;

2. A non-refundable preliminary plat filing fee;

3. An ALTA survey that delineates all easements and encumbrances in graphic form completed within 6 months of the preliminary plat submittal;

4. Owner Certification of Notice of Right to Appeal Exactions;

5. A Traffic Impact Analysis (TIA) as determined by the City Engineer or designee shall be submitted for review and approval by the City Engineer;

6. A Stormwater Analysis as determined by the Stormwater Manager shall be submitted for review and approval by the Stormwater Manager;

7. The results and/or findings of the water and/or sewer impact analysis. A request to the City Water Services Division to complete a water and/or sewer impact analysis shall be submitted prior to the application for a preliminary plat. ;

8. A project narrative that provides project information, an analysis of conformance with the Zoning Code, Subdivision Standards, and Engineering Design Standards and Specifications for New Infrastructure, a description of how utilities will be provided, a description of how stormwater will be managed, information on preliminary traffic impacts and improvements (including bicycles, pedestrian, and transit), phasing plans, requested modifications or variances, a description of how any conflicting land encumbrances will be resolved, and known heritage resources;

9. Prior to the submittal of an application for preliminary plat, the applicant shall submit copies of letters written to the following agencies informing them of the intent to subdivide and to obtain the general requirements for public utilities and public dedications applicable to the subdivision:

a. Appropriate public utilities;

b. Cable television and communication companies;

c. School districts;

d. U.S.D.A. Natural Resource Conservation Service (NRCS);

e. Coconino County Health Department (only if septic systems and/or wells are proposed);

f. Arizona Department of Transportation (where land abuts a state right-of-way);

g. Coconino County Flood Control District;

h. Coconino County Community Development (if adjacent to an unincorporated area); and

i. Mountain Line or other public transit operator.

Written recommendations from the review agencies shall be submitted in conjunction with the preliminary plat application. If any of the above review agencies fail to respond within 14 days of applicant's notice of intent to subdivide, the applicant may submit preliminary plat application and supplemental accordingly; and

10. Any request by the Director or City Engineer for additional information that is relevant to assist in the review of a preliminary plat. The Director and City Engineer may waive the requirements for any of the information required in this section if it is determined that such information is not necessary to complete a review of the requested preliminary plat.B. Preliminary Plat Requirements. All preliminary plats shall contain the following information shown graphically or by note on plans which may comprise several sheets. The preliminary plat shall be drawn to a scale of not more than 1 inch = 100 feet. Preliminary plat sheets shall not exceed 24 inches by 36 inches in overall dimensions and shall have a left margin of two inches. All plats requiring more than one sheet shall have a cover sheet indicating the entire subdivision and the proposed sections to be found on the corresponding individual pages:

1. A title that includes notation as a preliminary plat, the proposed subdivision name and location by section, township, range, and county;

2. Legal description of property involved and County instrument number, Assessor's Parcel Number(s), and site address;

3. Name, address, and phone number of subdivider(s), firm preparing the plat, and current landowner(s), including docket/page number by which title was conveyed;

4. Bar scale, north arrow oriented to top, right or left of sheet, and dates of preparation and any revisions;

5. Location map with north arrow, scale, site location, and existing points of reference;

6. Complete and accurate legend;

7. Certification blocks (Arizona Registered Land Surveyor seal and Arizona Registered Professional Engineer stamp, if applicable);

8. Basis of bearing and record source;

9. Detailed description of monuments set and found;

10. Subdivision corners tied to two City control points;

11. Site acreage (gross and net);

12. Gross and net densities/intensities by lot or platted area in accordance with the provisions of City Code Title 10, Zoning Code, Chapter 10-40 (Specific to Zones);

13. Existing zoning classification(s) within the subdivision boundaries. Commercial and industrial subdivisions must also identify existing zoning classifications on abutting properties within 200 feet;

14. A topographic map for the subject property and the land within 200 feet of the subject property with a minimum two-foot contour, or such other interval as approved by the Director. Direction of drainage flow shall be indicated;

15. Location of water wells, streams, ditches, washes, lakes, or other water features; direction of flow; 100-year flood plain; location and extent of areas subject to inundation, whether such inundation be frequent, periodic, or occasional, within the subdivision boundaries and 200 feet beyond such boundaries. Also, the proposed location(s) of stormwater detention facilities shall be indicated;

16. Location, widths, and City approved names of all platted streets, bicycle and pedestrian facilities, railroads, utility rights-of-way of public record, and public areas within 200 feet of the proposed development;

17. All existing features, including but not limited to, bridges, buildings, culverts, structures, and driveway entrances within the subdivision boundaries and within 200 feet from such boundaries. Identify those which are to be removed and those to remain, and the date when any removals shall be completed. All proposed conditions shall be graphically differentiated from existing conditions on adjacent properties and on excepted tracts or parcels within the plat;

18. Location and description of proposed and existing utilities within the subdivision and within 200 feet of the proposed development. Location of water and sewer mains with respect to property lines, easements and/or street center lines, with line sizes shown. Reference by note the location and description of such utilities if not located within 200 feet of the proposed development;

19. The location of all existing and proposed fire hydrants within the subdivision;

20. Full dimensioned boundaries of the platted property (to 0.01') and bearings to 1 second, recorded and measured. Boundary survey shall be based upon field work;

21. Lot and tract dimension, bearings, and area (in square feet or acreage), with each lot and tract numbered individually and sequentially;

22. Designation of all land to be dedicated or reserved for public use with the use indicated and those areas that will be deeded to a homeowner's association;

23. Proposed street layouts shall include street names, widths, alleys, crosswalks, and connections to adjoining tracts or parcels including street grades, clear view zones and traffic control devices. Typical cross sections of all proposed streets shall be shown;

24. The location of vehicular non-access easements and non-typical building setbacks;

25. A typical maximum building envelope containing minimum building setbacks and maximum lot coverage permitted shall be noted on the plat. For lots with non-typical building envelopes, show and dimension building envelope boundaries and setbacks on each lot;

26. The preliminary plat shall include a Natural Resources Protection Plan (if applicable) and data sheet meeting the requirements of City Code Title 10, Zoning Code, Division 10-50.90 (Resource Protection Standards). The Natural Resources Protection Plan shall include all areas within the boundaries of the subdivision and access and utility corridors to the site if proposed;

27. The preliminary plat shall include a Landscape Plan in accordance with City Code Title 10, Division 10-50.60 (Landscape Standards). The Landscape Plan shall include all areas within the boundaries of the subdivision and access and utility corridors to the site if proposed; and

28. A development phasing map and proposed timing schedule delineating the configuration, size in acres, and general sequence of development and dedication.

C. Proposed Utility Methods

1. It is the responsibility of the subdivider to furnish the Arizona Department of Environmental Quality (ADEQ) such information as ADEQ may require regarding the design and operation of the proposed sanitary sewage facilities.

a. A statement as to the types of facilities proposed shall appear on the preliminary plat application; and the subdivider shall show evidence of adequate volume and quality of proposed water supply and facilities to the satisfaction of the Water Services Director.

D. A preliminary plat submittal for a condominium subdivision shall include the following additional information as required by A.R.S. § 33-1219:

1. The location and dimension of the vertical boundaries of each unit and each unit's identifying number;

2. Any horizontal unit boundaries with reference to an established datum and each unit's identifying number;

3. Any units with respect to which the declarant has reserved the right to create additional units or common elements identified appropriately;

4. The location and dimensions of all real estate subject to the development right of withdrawal and identified as such;

5. The location and dimensions of all real estate in which the unit owner will only own an estate for years labeled as a “leasehold condominium”;

6. The distance between contiguous parcels of real estate comprising the condominium;

7. The location and dimension of limited common elements (such as porches, balconies, patios, parking spaces, garage spaces, entryways, etc.);

8. The extent of any encroachments of any portion of the condominium;

9. To the extent feasible, the location and dimensions of all easements serving or burdening any portion of the condominium; and

10. Any units with respect to which the declarant has reserved the right to create additional units or common elements, identified appropriately.

E. Preliminary Plat Review and Approval. Any subdivision shall be designed to comply with the requirements of the specific zoning district within which it is located. Should a change in zoning be necessary due to the proposed use(s), an application for a Zoning Map Amendment must be initiated by the property owner or authorized representative concurrent with the preliminary plat application. (See City Code Title 10, Zoning Code, Division 10-20.50, Amendments to Zoning Code Text and the Zoning Map).

1. Staff Review. All applications shall be reviewed by staff for completeness. If the application is deemed incomplete as to the requirements set forth in this chapter, the submittal will be returned to the applicant for revision and resubmittal. Once the application has been deemed administratively complete, staff will complete substantive review of the preliminary plat. If staff finds the plat requires major revision, the plat shall be returned to the applicant with specific revisions noted. All required revisions shall be called out and noted on the resubmitted plat. Revisions made to a resubmitted plat that are not in response to staff comments shall require the application to be resubmitted as a new application unless the Director determines that a new application is not necessary.

2. Staff Approval. The Director and City Engineer shall approve the application once the preliminary plat has been found in compliance with this chapter; City Code Title 10, Zoning Code; City Code Title 12, Floodplains; and City Code Title 13, Engineering Design Standards and Specifications for New Infrastructure. If the plat is generally acceptable but requires minor revision before proceeding with the preparation of the final plat, a conditional approval may be granted with required revisions noted.

3. Denial of Preliminary Plat. If a preliminary plat application is denied by the Director and City Engineer, the reasons for such denial shall be provided in writing to the subdivider. The preliminary plat application can be re-filed at any time after denial, if required revisions can resolve the reasons for the denial. The re-filing of a preliminary plat application for the same subject property, or any portion of the property, shall follow the procedures and requirements specified in this chapter.

4. Appeal of Preliminary Plat Decision. A decision of the Director and City Engineer may be appealed in compliance with the appeal procedures established in Section 11-20.130 Appeals.

5. Approval of Preliminary Plat by City Council. Any preliminary plat utilizing the Planned Residential Development standards established in City Code Title 10, Flagstaff Zoning Code Section 10.40.60.280 or modifications to City Code Title 13, Engineering Design Standards and Specifications for New Infrastructure shall be approved by City Council prior to submission of engineering plans.

F. Significance of Preliminary Plat Approval. Preliminary plat approval by the Director and City Engineer constitutes authorization for the subdivider to proceed with preparation of the final plat and engineering plans and specifications. Preliminary plat approval is subject to the following conditions:

1. The preliminary plat is valid for a period of two years from the date of approval; thereafter, such approval shall be deemed to have expired;

2. Preliminary plat approval may, upon written application to the Director by the subdivider, be extended for an additional one year if, in the opinion of the Director, there is no change in conditions within or adjoining the preliminary plat which could warrant a revision of the original preliminary plat;

3. The conditions under which approval of the preliminary plat is granted will not be changed prior to the expiration date;

4. If preliminary plat approval expires prior to application for final approval, the plat shall be resubmitted for preliminary approval as a new case and the subdivider shall be required to pay a new fee;

5. A preliminary plat may not be recorded; and

6. Preliminary plat approval does not constitute approval to clear, grade, remove trees, or perform other land or construction activity. A separate permit as determined by the Engineering Division shall be obtained prior to the initiation of any of the above listed activities.

11-20.40.040 Final Plat

This section provides procedures for the review and approval of final plats consistent with applicable law. The procedures established in this section shall apply to all proposals for final plat. Requests for final plat review shall only be made through the procedures described in this section.

A. Final Plat Submission. A final plat will only be accepted upon approval of a preliminary plat and approval from the City Engineer that the engineering plans have been reviewed and major substantive comments have been resolved. The applicant shall electronically submit the following materials in support of a final plat application for a new subdivision to the Director in accordance with the submittal deadlines and review schedule on file with the Planning & Development Services Section:

1. Completed final plat application form. If the subdivider is not the current landowner of all the subject real property, a signed and notarized statement shall also be filed attesting that the owner grants to the subdivider authority to represent the owner in the final plat submission and approval process;

2. A non-refundable final plat filing fee;

3. A closure report signed and sealed by a registered surveyor that indicates the boundary of the platted property to have a mathematical closure of not less than 0.01 feet;

4. Legal descriptions and landowner approvals for all dedications required to serve the proposed development outside of the subdivision boundaries in accordance with the approved preliminary plat, civil plans, or as otherwise required through other approvals or agreements;

5. A registered surveyor shall provide a signed and sealed certification that there are no conflicting encumbrances; and

6. The Director may request any other information that is relevant to assist in the review of a final plat. The Director may waive the requirements for any of the information required in this section if it is determined that such information is not necessary to complete a review of the requested final plat.

B. Upon approval of the final plat application, the subdivider shall submit to the Director the following, which shall be dated upon receipt:

1. One opaque Mylar copy of the final plat for recordation including utility companies' signatures and dates, and property owners' signatures and dates;

2. An electronic copy of the final plat, provided in a format determined by the City Engineer; and

3. Executed Assurance of Performance Agreement.

C. Final Plat Requirements. The final plat shall substantially conform, at the discretion of the Director and City Engineer, to the approved preliminary plat, and shall be in compliance with all City standards, codes, specifications, and requirements. All final plats shall contain the following information shown graphically or by note on plans which may comprise several sheets. The final plat shall be drawn to a scale of not more than 1 inch = 100 feet with a font size no less than 10 points. Final plat sheets shall not exceed 24 inches by 36 inches in overall dimensions and shall have a left margin of two inches. All plats requiring more than one sheet shall have a cover sheet indicating the entire subdivision and the proposed sections to be found on the corresponding individual pages:

1. A title that includes notation as a final plat, the name of the subdivision, and location by section, township, range, and county;

2. Legal description of property involved and County instrument number, Assessor's Parcel Number(s), and site address;

3. Name and address of subdivider (record owner), and name, address, registration number, and seal of the registered land surveyor and civil engineer responsible for preparing the plat;

4. Bar scale, north arrow oriented to top, right or left of sheet, and date of plat preparation;

5. Location map with north arrow, scale, site location, and existing points of reference;

6. Complete and accurate legend;

7. Certification blocks (Arizona Registered Land Surveyor seal and Arizona Register Professional Engineer stamp, if applicable);

8. Approval block for all utilities;

9. Basis of bearing and record sources;

10. Detailed description of monuments set and found;

11. Subdivision corners tied to two City control points;

12. Any excepted parcel or parcels within the plat boundaries shall be accurately described by bearings and distances determined by an accurate survey in the field. All dimensions shall be expressed to 0.01' and bearings to 1second;

13. Names, centerlines, right-of-way lines, courses, lengths, and widths of all public streets, alleys, public trails, and easements to be dedicated. Points of tangency of all curvilinear streets and alleys shall be shown. Curve data shall include radius, length, central angle, and radial bearings (or chord bearing and chord length) on non-tangent curves;

14. Location, dimensions, and area (square feet or acres) of all lots and tracts shall be shown. Lot dimensions and appropriate bearings shall be indicated for all lot lines. In areas subject to flooding, minimum finished first floor elevations shall be shown as may be recommended by the appropriate authority;

15. All lots shall be numbered consecutively throughout the plat. Parcels or tracts for affordable housing, school sites, parks, open space areas, or other public uses shall be so designated, lettered, or named, and clearly dimensioned;

16. The accurate outline of all property which is offered for dedication for public use and of all property that may be reserved for the common use of the property owners in the subdivision shall be shown;

17. Subdivision name, case number, and map number of adjacent recorded subdivisions, with location of existing adjacent lots, easements, and rights-of-way shown, or docket and page or instrument number, where appropriate. All proposed conditions shall be graphically differentiated from existing conditions on adjacent properties and on excepted parcels within the plat;

18. The following notation shall be placed upon all final plats for public utility easements: "Except for construction and improvements by governmental entities and certified public utilities, construction and improvements within utility easements shall be limited to the following:

a. Removable wood, wire, or sectional fencing generally positioned perpendicular to the easement and approved by the City Engineer; and,

b. Construction, structures, or buildings expressly approved in writing by all public utilities and the City Engineer which use or shall use the utility easement";

19. Statement and acknowledgment of the dedication of all streets, alleys, drainageways, utility easements, crosswalks, bike paths, pedestrian ways, including but not limited to sidewalks, crosswalks and trails, and other easements for public use by the persons holding title of record, by persons holding title as vendees under land contract, and by spouses of said parties, if jointly owned. If lands dedicated are mortgaged, the mortgagee shall also sign the plat. Dedications shall include a written location by section, township, and range of the tract. If the plat contains private streets, provisions should be made so that the public utilities reserve the right to install and maintain utilities above, on, and below such private streets or ways;

20. The following certifications must be included on the final plat in the form as determined by the Director:

a. Certification by a registered land surveyor that the plat is correct and accurate, and that the monuments described in it have been located as described;

b. Certification of plat approval by the City Engineer;

c. Certification of plat approval by the Director.

21. The location of appropriate vehicular non-access restrictions as well as intersection clear view zones if located on a lot(s) shall be included on the plat;

22. Avigation easement if appropriate;

23. A typical maximum construction envelope containing minimum building setbacks and maximum permitted lot coverage shall be shown on the plat. Dimensioned non-typical construction envelopes shall be shown on the individual lots which are affected;

24. Floodplain limits and the following text when applicable: "Lots _____ have been identified as being partially or wholly within a flood hazard area per F.I.R.M. Map_____, revision date_____. Because flood hazard boundaries may be revised periodically, the most recent flood hazard map for this area should be reviewed to determine the exact limits and severity of potential flooding on these lots. Flood hazard maps and requirements for construction within flood hazard areas can be obtained from the City of Flagstaff";

25. Subdivisions that are associated with a rezoning ordinance shall identify the ordinance number and the instrument number of the recorded ordinance on the plat; and

26. A final plat submittal for a condominium subdivision shall also include the additional information as required by Section 11-20.60.020, Preliminary Plat Requirements.

D. Dedications. A statement of dedication of all streets, alleys, drainageways, pedestrian ways, and other easements for public use by the subdivider shall be provided with the final plat submittal. Standard dedication language is kept on file with the Planning & Development Services Section. This language shall be utilized on all final plats unless alternative language is approved by the Director and City Engineer. If lands to be dedicated are mortgaged, the mortgagee shall sign the plat and required dedications.

1. City Council Acceptance of Dedications. All public land dedications and all lands dedicated for maintenance by the City must be accepted by the City Council prior to recordation of the final plat. All lands to be dedicated to the City that are not included in the plat boundaries require a separate instrument (warranty deed) to be recorded with the final plat. If the plat contains private streets, public access and utility easements shall be provided.

2. Abandonment of Dedications. Where there are temporary easements, landscaped easements and/or utility easements that are to be vacated (removing any City interest in the easement) they can be shown on the plat and described as such. A roadway right-of-way or easement can be shown

for abandonment on the plat or replat only if the requirements of State law are met concurrently with City Council approval.

3. Acknowledgement of Dedication. Execution of dedication shall be acknowledged and certified by a notary public.

E. Final Plat Review and Approval. Any subdivision shall be designed to comply with the requirements of the specific zoning district within which it is located. Should a change in zoning be necessary due to the proposed use(s), an application for a Zoning Map Amendment must be initiated by the property owner or authorized representative, and then reviewed and acted upon by the Planning Commission and City Council prior to submittal of a final plat. (See City Code Title 10, Zoning Code, Division 10-20.50, Amendments to Zoning Code Text and the Zoning Map).

1. Staff Review. All applications shall be reviewed by staff for completeness. If the application is deemed incomplete as to the requirements set forth in this chapter, the submittal will be returned to the applicant for revision and resubmittal. Once the application has been deemed administratively complete, staff will complete substantive review of the final plat. If staff finds that the plat requires revision, the plat shall be returned to the applicant with specific revisions noted. During the substantive review period, the subdivider may only respond to comments provided by staff. All required revisions shall be called out and noted on the plat. Revisions made to the plat, not in response to staff comments, shall require the application to be resubmitted as a new application unless determined that a new application is not necessary by the Director and City Engineer.

2. Staff Approval. The Director and City Engineer shall approve the application once the final plat has been found in compliance with this chapter; City Code Title 10, Zoning Code; City Code Title 12 Floodplains; and City Code Title 13, Engineering Design Standards and Specifications for New Infrastructure.

3. Denial of Final Plat. If a final plat application is denied by the Director and City Engineer, the reasons for such denial shall be provided in writing to the subdivider. The final plat application can be re-filed at any time if revision can resolve the reason for the denial as originally proposed. The new filing of a final plat application for the same subject property, or any portion of the property, shall follow the procedures and requirements specified in this chapter; and

4. Appeal of Final Plat Decision. A decision of the Director and City Engineer may be appealed in compliance with the appeal procedures established in Section 11-20.130 Appeals.

F. Recordation. Final plats shall not be recorded until the following requirements have been satisfied:

1. Engineering plans for water, public sanitary sewer facilities, grading, and all other improvements have been approved by the City Engineer;

2. All public dedications have been accepted by the City Council;

3. The subdivider has posted the required assurance of performance and/or third party trust and the City Engineer has fully executed the Subdivider Performance Agreement and/or third party trust agreement as set forth in City Code Title 10, Zoning Code, Division 10-20.100, Assurance of Performance for Construction, to guarantee the installation of required improvements. If applicable, the third party trust agreement shall be recorded by the City Clerk along with the final plat; and

4. The City Clerk shall be responsible for recording all plats with the Coconino County Recorder's office.

11-20.40.050 Master Block Plats

A master block plat is a comprehensive master subdivision to assist with the development of a large or complicated land area, which may be developed in progressive steps.

A. A master block plat is required when:

1. The subject property is proposed to be subdivided in stages, phases, or units; or,

2. The subdivider is intending to manage required resource preservation or open space requirements throughout a larger land holding with individual subdivisions or developments; or

3. The subject property initially proposed for platting is a large land holding of the subdivider that is intended to be subdivided or developed separately; or,

4. The subject property is located within two or more zoning districts with different land uses.

B. The master block plat shall be prepared in accordance with the provisions of this chapter for preliminary and final plat. The master block plat may also include the following as determined by the Director and City Engineer:

1. A development phasing map and proposed timing schedule delineating the configuration, size in acres, and general sequence of development and dedication;

2. General street pattern with particular attention to collector streets and future circulation throughout the larger land area, and proposed traffic impacts and access plan;

3. General location and size of school sites, parks, or other public areas;

4. Location of proposed land uses;

5. Methods proposed for sewage disposal, water supply, and storm drainage, and their general layout;

6. Identification of the proposed phases of development, and the anticipated time frame for such development;

7. General location of all natural resources and environmental constraints including but not limited to forests, floodplains, and steep slopes which will be affected by the proposed subdivision;

8. General location of natural resources to be protected; and,

9. Pedestrian/bicycle circulation infrastructure.

11-20.40.060 Modified Subdivision Process

A modified subdivision process applies to subdivisions where a maximum of ten lots are proposed.

A. Modified Subdivision Review and Approval. The review and approval of modified subdivisions includes the following progressive stages:

1. Pre-application meeting (Refer to Section 11-20.40.020);

2. Submittal and approval of engineering plans for the required subdivision improvements;

3. Final plat submittal, review, and approval (Refer to Section 11-20.40.040); and

4. Recordation of approved Final Plat with the Coconino County Recorder.

11-20.40.070 Plat Amendments

A. Certificate of Correction. The Director and City Engineer may approve minor amendments to a recorded subdivision plat without re-platting the subdivision, through a Certificate of Correction.

1. Allowable minor change items include the following:

    a. Engineering Errors. Change is due to an obvious error or omission in the preparation of the final plat. This does not include design errors; changes to or relocations of any parcel or easement boundary or line; or changes to the legal description or the land area which is included in the subdivision.

    b. Name changes, including but not limited to change in the names of subdivisions, streets, or places.

2. The Certificate of Correction shall include the following information:

    a. The corrections and/or changes requested;

    b. The date the plat was recorded;

    c. The instrument number of the plat which is to be modified;

    d. Signature lines for approval by the Director and City Engineer.

3. The Certificate of Correction shall be recorded prior to any act on the changes.

B. Replat. Any request to vacate, alter, or amend some or all of a recorded subdivision plat that does not include a certificate of correction, boundary adjustments, abandonment or vacation of public rights-of-way or private street tracts, or a reversion to acreage.

1. Petition for Replat. The City on its own initiative may consider the vacation, alternation, or amendment of a subdivision plat. Any fee owner of property lying within a recorded subdivision plat may petition the City to vacate, alter, or amend some or all of the subdivision plat. The petition shall include the following:

    a. The name and address of all owners of record of the land contained in the entire plat or on that portion of the plat described in the petition;

    b. The signature of each of the owners identified in the petition; and

c. If the land described in the petition is owned in common for the benefit of all other fee owners within the subdivision boundaries, the signatures of each owner within the subdivision plat shall be provided unless individual representatives are elected through covenants, conditions, and restrictions or as designated on the subdivision plat.

2. Notice. Notice of any subdivision replat shall be provided as specified in City Code Title 10, Zoning Code, Subsection 10-20.30.080 Notice of Public Hearing to all fee owners within the subdivision plat boundaries if the signatures required in Subsection 11-20.40.070.B.1.c are not provided. The notice must include provisions for any fee owners to object in writing to the City within 15 days of the mailed notice.

3. Replat Review and Approval. The replat shall be reviewed and approved in accordance with the provision for final plat review and approval except as modified below:

a. If the City receives written objections within the required timeframes from any fee owner within the boundaries of the subdivision plat to be re-platted the matter shall be referred to the City Council for review and approval.

4. Grounds for Approving a Replat. The Director and City Engineer or City Council may approve a re-plat if they find that there is good cause, such as conformance with city codes and policies, for the replat, and no public street or municipal utility easement has been vacated or amended.

11-20.50

Land Splits and Combinations

Sections:

11-20.50.010 Purpose and Intent

11-20.50.020 Land Split Procedures and Requirements

11-20.50.030 Pre-Application Conference

11-20.50.040 Land Split or Combination Applications

11-20.50.010 Purpose and Intent

The purpose of these regulations is:

A. To provide for the partitioning of land into two or three lots, tracts or parcels of land or the combination of lots, tracts or parcels through a process that is more expeditious than the subdivision process;

B. To assure that the proposed parcels are in conformance with the City's development standards;

C. To obtain accurate surveying and permanent public record of the separate interests created and conveyed by the division of lands; and,

D. To assure adequate access and to provide a coordinated street system.

11-20.50.020 Land Split or Combination Procedures and Requirements

The preparation, submittal, review, and approval of all land splits or combinations located within the City limits shall proceed through the following progressive stages, except as otherwise provided in this chapter:

A. Optional pre-application meeting with the Director;

B. Submittal by the subdivider, and review and approval of the land split or combination application and map by the Director; and

C. Recordation of the approved land split or combination map and associated legal description with the Coconino County Recorder's office.

11-20.50.030 Pre-Application Meeting

A. The pre-application meeting stage of land split or combination review is an optional investigatory period preceding the preparation and submittal of the land split or combination application by the subdivider. The subdivider shall initially present the land split or combination proposal to the Director who shall advise the subdivider of specific public objectives, standards, and regulations related to the property and the procedure for land split or combination review.

B. An application for land split or combination approval shall include a sketch plan of the proposed land split or combination so that the Director can determine whether the approval process authorized by this Division can and should be utilized. The Director may require the applicant to submit whatever information is necessary to make this determination, including, but not limited to, a copy of the Coconino County Assessor's Map showing the land being divided and all lots or parcels previously divided from that tract of land and all contiguous land under the same ownership 15 years prior to December 16, 2010, the effective date of these regulations.

11-20.50.040 Land Split and Combination Applications

A. Application Submittal:

1. All land split or combination applications shall include the following materials:

   a. The required number of copies of the land split or combination map reproduced in the form of blue or black line prints on a white background, or suitable copies showing the proposed Land split or combination, existing conditions including the location of all structures, and anticipated setbacks from existing and proposed property lines;

   b. Any information required as part of the land split or combination submittal shall be shown graphically, or by note, or by letter, or in combination on the plans, and may if necessary comprise several sheets showing various elements of the required data. All mapped data for the same map shall be drawn at the same engineering scale; said scale not to be greater than 100 feet to an inch;

   c. A completed land split or combination application form;

   d. Legal description in a form approved by the Coconino County Recorder's office;

   e. A non-refundable land split or combination application fee; and

f. Complete contact information for the subdivider.

2. All submittals shall be checked by the Director for completeness. If the application is determined to be incomplete, the submittal may be rejected and returned to the applicant for revision and resubmittal.

B. Application Approval Standards:

1. All land split or combination applications shall be designed to comply with the requirements of the specific zoning district within which it is located, including minimum lot area, lot depth, lot width and minimum access requirements.

2. No lot or parcel shall be divided in such a way that any division contains more dwelling units than are permitted by the zoning regulations in the district in which the lot or parcel is situated.

3. Water and sewer services shall be provided to the frontage of each lot in areas served by the City of Flagstaff. Water or sewer services and/or yard lines shall not cross any other parcel.

C. Process for Approval.

1. The subdivider shall submit all the documents, information, data, and other requirements for approval of a land split or combination to the Director. The subdivider shall also furnish to the Director any additional information and materials relevant to the application that are reasonably believed to be necessary for the Director to evaluate, analyze, or understand the subject matter of the application, and to ensure compliance with the requirements of this division. Compliance shall be determined by the Director.

2. The procedures for approval, modification, or denial of land split or combination applications shall be as follows:

a. The Director shall approve or disapprove applications for land splits or combinations pursuant to the provisions of this Division and shall ensure compliance with any applicable conditions of approval.

b. A subdivider may appeal a final action of the Director to the Planning Commission in accordance with Division 11-20.180, Appeals, of this Chapter.

11-20.60

Boundary Adjustments

Sections:

11-20.60.010 Boundary Adjustments

11-20.60.010 Boundary Adjustments

A. When a common lot line between two adjoining parcels requires adjustment, the submittal requirements and procedures for a land split provided in Division 11-20.100, Land Splits or Combinations, shall be followed for review and approval by the Director.

B. In addition to the submittal requirements for a land split or combinations established in Section 11-20.100.040, Land Split and Combination Applications, the written consent of all owners of the real property associated with the proposed boundary adjustment shall be submitted.

11-20.70

Subdivision Design Standards and Requirements

Sections:

11-20.70.010 In General

11-20.70.020 Lot Design

11-20.70.030 Street Design

11-20.70.040 Alley and Easement Design

11-20.70.050 Block Design

11-20.70.010 In General

Except where expressly modified by the City Council, each subdivision plat shall be in conformity with the standards set forth or referred to in this chapter and the Engineering Standards.

A. All lots or parcels created by the subdivision of land shall have their own frontage to a public or private street. Public and private streets shall be designed and improved to public street standards in accordance with the street design standards provided in Section 11-20.120.030, Street Design, and the Engineering Standards.

B. Driveways shall be designed in accordance with the standards established in the Engineering Standards and City Code, Title 4, Section 4-01-001-0005, Amendments.

C. The site planning standards provided in City Code, Title 10, Zoning Code, Division 10-30.60, Site Planning Design Standards, shall also be applied to the maximum extent feasible to the design of all new subdivisions.

11-20.70.020 Lot Design

A. The size, shape, and orientation of lots in the subdivision shall be appropriate to the location of the proposed subdivision and to the type of development contemplated. Lot width, depth, frontage, area and building setbacks shall comply with the minimum requirements of the Zoning Code (Title 10 of the City Code) and shall be appropriate for the location and character of development proposed and for the type and extent of street and utility improvements being installed. Where steep topography, unusual soil conditions or drainage problems exist or prevail, special lot width, depth and area standards may be considered. Innovative development approaches, such as clustered or planned development, should be

explored in the interest of producing unique, environmentally-sensitive projects. Refer to City Code Title 10, Zoning Code, Section 10-40.60.250, Planned Residential Development.

B. No remnants of property shall be left in the subdivision that does not conform to lot requirements, unless required for a private utility or public purpose.

C. All subdivisions shall result in the creation of lots which are capable of being lawfully built upon. Except for parcels or tracts to be maintained as open space, no subdivision shall create lots which are physically unsuitable for improvement due to size or shape, steepness of terrain, location of water courses, problems of sewage or driveway grades, or other natural physical conditions.

D. Lots having double frontage shall be avoided except where necessary to provide separation of residential development from traffic arterials, to provide ingress and egress in commercial or industrial subdivisions, or to overcome specific disadvantages of topography and orientation.

E. Corner lots may be required to be wider than interior lots to provide for setback requirements.

F. Lot lines shall be located on or near the crest of ridges to preclude prominent line of sight building construction. Where feasible, the buildable area of a lot (i.e. the area within the setbacks) shall not be located on or near the crest of ridge lines.

G. The construction envelope on a lot shall be determined by the setback requirements for the lot and the location of natural topographic features such as watercourses, rock outcrops, native vegetation and trees. The Director may, upon application by the property owner, modify the construction envelope for an individual lot as shown on the final plat, provided that:

1. The revised construction envelope is equally as sensitive to the natural conditions as the original construction envelope;

2. The area of the construction envelope is not enlarged; and,

3. Setback requirements are not amended.

11-20.70.030 Street Design

A. The minimum requirements for street design are established in the Engineering Standards.

B. Standard utility locations shall comply with the Engineering Standards.

C. Local streets shall be designed to promote connectivity by creating a comprehensive grid-like network of vehicular and pedestrian connections to provide diversity of route choices between the proposed subdivision and existing streets and pedestrian routes, unless topographic conditions preclude such connectivity.

D. Names of streets should be consistent with the natural alignments and extensions of existing streets and the City's Address Policy. New street names should not duplicate, in whole or in part, or be confused with existing names.

E. Local circulation systems and land development patterns shall be designed so that multiple modes of transportation shall be considered and that the efficiency of bordering arterial routes is maintained.

F. Proposed streets, as designated by the City, shall be extended to the tract boundary to provide future connection with adjoining unplatted lands. The street pattern in the subdivision shall not land lock adjacent property nor prevent access to public land.

G. The functional classification of streets shall be assigned by the City.

H. Whenever a tract to be subdivided includes any part of a street designated in an adopted General Plan, the street shall be platted in conformance with the General Plan.

I. Whenever a tract to be subdivided is located within an area for which a development master plan has been approved by the Planning Commission, the street arrangement shall conform substantially to this plan.

J. Streets shall be designed in relation to existing topography to produce streets of reasonable gradient to facilitate adequate drainage and to produce desirable lots of maximum utility. Where feasible, streets shall be placed along the top of ridges to minimize the extent of grading and reduce the visual impact of development.

K. Boundary streets (half streets) shall be discouraged except where necessary to provide right-of-way required by the General Plan, to complete a street pattern already begun or to insure reasonable development of a number of adjoining parcels. Where a platted half street abuts the tract to be subdivided, the remaining half shall usually be platted within the tract.

11-20.70.040 Alley, Lane, and Easement Design

A. Alleys and lanes shall be designed and constructed in accordance with City regulations and standards.

B. Easements shall be provided and dedicated where deemed necessary for specific purposes for use by the general public, corporations, or the City of Flagstaff. Easements necessary to assure non-motorized access to adjacent public lands shall be provided to the satisfaction of the Director. Such easement shall not prevent the reasonable improvement of any development. Pedestrian, bicycle and equestrian ways may be required where essential for circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities. Pedestrian ways may be used for utility purposes.

C. A non-vehicular access restriction prohibiting vehicular access from the collector or arterial street side of a double frontage or corner residential lot is required, except in Traditional Neighborhood developments approved as part of a Traditional Neighborhood Community Plan (See City Code Title 10, Zoning Code, Division 10-30.80, Traditional Neighborhood Community Plans.

D. The subdivider shall dedicate a right-of-way or easement for storm drainage conforming substantially to the line of any watercourse that traverses the land; or at the option of the City, the subdivider shall provide by dedication further and sufficient easements or construction, or both, to dispose of such surface and stormwater, upon the direction of the City Engineer.

11-20.70.050 Block Design

A. Blocks in non-transect zones shall not normally exceed 1,200 feet in length measured from the property lines, except in hillside developments or where a subdivision of one-half acre lots or larger justify or require a variation from this requirement, or where there are unusual conditions of the property being subdivided.

B. Blocks shall normally have sufficient width for an ultimate layout of two tiers of sized in accordance with the minimum requirements of the zoning district in which the subdivision is proposed. See City Code Title 10, Zoning Code, Chapter 10-40, Specific to Zones.

C. Blocks shall not normally be less than 400 feet in length (measured from the property lines), except where it is necessary due to unusual conditions of the property being subdivided and not merely convenience.

D. The standards provided in Sections 11-20.120.050A through C shall not apply in new traditional neighborhood developments approved under the provisions of City Code Title 10, Zoning Code, Division 10-30.80, Traditional Neighborhood Community Plans.

11-20.80

Minimum Required Subdivision Improvements

Sections:

11-20.80.010 In General

11-20.80.020 Minimum Improvements Required

11-20.80.010 In General

A. It shall be the responsibility of the subdivider to improve all streets, pedestrian ways, alleys and easements in the subdivision and adjacent to it as required to serve the subdivision. No permanent improvement work shall be commenced until improvement plans have been approved by the City Engineer. Improvements shall be installed to the permanent line and grade and to the satisfaction of the City Engineer, and in accordance with the standard subdivision specifications of the City of Flagstaff. The cost of the inspection shall be paid by the subdivider.

B. For subdivisions that will be platted and developed in more than a single phase, the final plat and assurance of performance for improvements shall represent only the limits of each individual phase proposed for development. Each phase of a subdivision shall have improvements designed to be fully operational and functional in perpetuity without reliance on the development of future phases. Construction plans submitted for approval shall not represent multiple phases and shall depict only the design of improvements necessary to make an individual phase operational and functional.

11-20.80.020 Minimum Improvements Required

A. The minimum requirements for public improvements for new subdivisions are provided in City Code Title 10, Zoning Code, Division 10-30.50 (Public Improvements).

11-20.90

Modifications

Sections:

11-20.90.010 Modifications

11-20.90.010 Modifications

A. Where, in the opinion of the City Council, there exists extraordinary conditions of topography, land ownership, or adjacent development, or other circumstances not provided for in these regulations, the City Council may modify the provisions of this Title in such a manner and to such extent as it may deem appropriate to the public interest. The burden of proof for City Council determination of a modification rests with the subdivider. The written request for modification shall be made to the Director and shall be submitted to the City Council after review and recommendation by the Planning Commission.

B. In modifying the standards or requirements of these provisions, as outlined above, the City Council may make such additional requirements as appear necessary in its judgment to secure substantially the objectives of the standards or requirements so modified.

11-20.100

Reversion to Acreage

Sections:

11-20.100.010 Purpose

11-20.100.020 Reversion Application Required

11-20.100.030 Action by the Planning Commission

11-20.100.040 Action by the City Council

11-20.100.050 Recording of Survey

11-20.100.010 Purpose

This division establishes the procedures for the reversion to acreage of any subdivided lands upon approval by the City Council.

11-20.100.020 Reversion Application Required

To initiate a reversion to acreage, an application for reversion must be filed with the Director. All applications for reversion to acreage shall be submitted to the Director in writing on a form prescribed by the City. The application shall include the information and materials specified in the checklist for reversion to acreage, together with the required fee established in City Code Title 10, Zoning Code, Appendix 2, Planning Fee Schedule. Upon receipt of an application for reversion to acreage, the Director shall conduct an investigation and prepare a report for presentation to the Planning Commission at a public meeting.

11-20.100.030 Action by the Planning Commission

The Planning Commission shall conduct a public meeting on an application for reversion to acreage in accordance with the Review Schedule on file with the Planning Section. Upon completion of the hearing, the Planning Commission shall recommend that the City Council approve, approve in modified form, or deny the application. Any action to recommend approval shall be based on all of the following findings:

A. That the subdivided lands to revert to acreage are under one ownership entity;

B. That no immediate use of such subdivided lands as they were intended appears imminent;

C. That such reversion to acreage will not be detrimental to the general welfare of the public.

11-20.100.040 Action by the City Council

Upon receipt of a recommendation from the Planning Commission, the City Council shall conduct a public meeting on an application for reversion to acreage. The City Council shall approve, approve in modified form, or deny the application. Any action to approve shall be based on all of the findings set forth in Section 11-20.150.030, Action by Planning Commission.

11-20.100.050 Recording of Survey

The applicant shall record with the County Recorder a survey of all lands approved for reversion to acreage prepared by a surveyor or engineer licensed by the State of Arizona and a copy of the abandonment of subdivision filed with the Arizona Department of Real Estate.

11-20.110

Abandonment or Vacation of Public Right-of-Way

Sections:

11-20.110.010 Purpose

11-20.110.020 Procedures

11-20.110.030 Submittal Requirements

11-20.110.040 Effective Date

11-20.110.050 Appeals

11-20.110.010 Purpose

The purpose of this division is to provide procedures for the abandonment or vacation of public rights-of-way or portions thereof (including streets, alleys, or public access easements).

11-20.110.020 Procedures

A. Initiation. The abandonment or vacation of public right-of-way may be initiated by the City Council, the City Manager or the City Engineer, as well as any property owner who owns land adjoining the public right-of-way contemplated for abandonment or vacation.

B. Process.

1. The processing procedure for a written request for abandonment or vacation by the City Engineer shall include:

a. The written request for abandonment or vacation shall be checked for compliance with required submittal information;

b. A location map of the area proposed to be abandoned or vacated showing abutting properties and a vicinity map, if necessary; and,

c. A memorandum stating the reasons for requested abandonment or vacation.

2. The memorandum and map of the requested abandonment or vacation of public right-of-way shall be forwarded to all public utility companies, City divisions and agencies serving the proposed area to be abandoned or vacated to request their review and comments.

3. For public rights-of-way, including roadways as defined in A.R.S. § 28-7201, notice shall be provided in the manner specified in A.R.S. § 28-20, Article 8, Disposition of Public Roadways.

C. Staff Report. The City Engineer in consultation with the Water Services Director and Public Works Director shall prepare and transmit a staff report to the City Council. The report shall include an evaluation of the consistency of the proposed vacation or abandonment with the General Plan, Zoning Code, any applicable Specific Plan, and all applicable Water Services and Public Works Division standards. The staff report shall also provide an analysis and recommendation. A copy of the staff report shall be made available to the public and affected parties prior to the public hearing.

D. Action by the City Council. Upon receipt of a recommendation from the Planning Commission, the City Council shall conduct a public hearing. Upon completion of this hearing, the City Council shall approve, approve in modified form, or deny the application. Approval shall be by resolution.

E. Recordation. The City Clerk shall record the final vacation resolution with the office of the Coconino County Recorder.

11-20.110.030 Submittal Requirements

All applications for the vacation of public streets or easements shall be submitted to the City Engineer in writing on a form prescribed by the City. The application shall include the information and materials specified in the checklist for the Abandonment of Public Rights-of-Way, together with the required fee established in City Code Title 10, Zoning Code, Appendix 2, Planning Fee Schedule.

11-20.110.040 Effective Date

The effective date of vacation of streets and easements is the date of City Council approval.

11-20.110.050 Appeals

Decisions of the City Council on the vacation of streets and easements are final.

11-20.120

Violations

Sections:

11-20.120.010 Violations

11-20.120.010 Violations

A. It shall be a Class 1 misdemeanor to achieve or attempt to achieve a land split or combination or to establish or attempt to establish a subdivision of any land within the City of Flagstaff without first having obtained the approval of the City Council or Director as required by this Chapter.

B. It shall be a Class 1 misdemeanor to record or attempt to record a subdivision plat or land spit or combination map with the Coconino County Recorder if such plat or map includes any land within the City and such plat or map has not been given approval by the City Council or Director, or the necessary certifications and signatures of approval have not been obtained as required by this Chapter.

11-20.130

Appeals

Sections:

11-20.130.010 Appeals

11-20.130.010 Appeals

The following appeal procedures shall be utilized by all parties.

A. Appeal of a decision by the Director.

1. During the course of boundary adjustment land split/combination, preliminary plat, final plat and Master Block Plat preparation and review, a decision of the Director may be appealed to the Planning Commission within ten days of such decision.

a. The appeal shall be filed with the Director on a form prescribed for this purpose provided by the City describing the reason(s) for, and details of, the appeal.

b. The appeal shall be acted upon by the Planning Commission within 45 days of the date upon which the appeal is filed, unless circumstances beyond the control of the Planning Commission require a longer review period.

(1) In this case, the Director shall notify the appellant when the appeal will be heard by the Planning Commission, but in no case shall the review period be longer than 60 days from the date the appeal is filed with the City.

2. If the issues are not reconciled by the Planning Commission, the City Council shall hear, review, and decide upon the appeal as outlined in Subsection "B" below.

3. The findings of the City Council shall be incorporated into the plat or map and, if found necessary by the City Council, the plat or map shall be resubmitted for review by the Director, to assure conformity to the City Council’s decisions and other requirements.

B. Appeal of Planning Commission

1. Decisions reached by the Planning Commission during the course of preliminary plat review and appeals of a decision of the Director as described in Section 11-20.180.010A, may be appealed

to the City Council. An appeal shall be filed within ten days of such decision with the Director. The City Council shall act upon the appeal within 45 days of the date upon which the appeal was filed with the Director, unless circumstances beyond the control of the City Council require a longer review period. In this case, the Director shall notify the appellant when the appeal will be heard by the City Council, but in no case shall the review period be longer than 60 days from the date the appeal is filed with the City.

ORDINANCE NO. 2024-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AMENDING THE FLAGSTAFF CITY CODE, TITLE 11, GENERAL PLANS AND SUBDIVISIONS, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "*PZ-24-00009 – SUBDIVISION PROCESS*"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Flagstaff City Code Title 11: General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations; and

WHEREAS, a citizen review session was held at the Planning and Zoning Commission work session on October 9, 2024, to discuss the proposed City Code amendment; and

WHEREAS, the Planning and Zoning Commission held a public hearing on October 23, 2024, and provided a recommendation to City Council on the proposed City 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 City Code 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-24-00009 – Subdivision 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. 2024-45.

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-24-00009 – Subdivision Process*," one (1) paper copy and one (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. 2024-45 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 City Code.

SECTION 6. The criminal penalties for violations of Chapter 11-20 are as follows:

11-20.120.010 Violations

A. It shall be a Class 1 misdemeanor to achieve or attempt to achieve a land split or combination or to establish or attempt to establish a subdivision of any land within the City of Flagstaff without first having obtained the approval of the City Council or Director as required by this Chapter.

B. It shall be a Class 1 misdemeanor to record or attempt to record a subdivision plat or land spit or combination map with the Coconino County Recorder if such plat or map includes any land within the City and such plat or map has not been given approval by the City Council or Director, or the necessary certifications and signatures of approval have not been obtained as required by this Chapter.

SECTION 7. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 8. 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 9. 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 10. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of December 2024.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Case No. PZ-24-00009: Subdivision Process
Amendment for Adoption to Flagstaff City Code

CHAPTER 11-20
SUBDIVISION AND LAND SPLIT REGULATIONS

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Divisions:

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11-20.10 Title and Authority

11-20.20 Purpose and Intent

11-20.30 Applicability~~Purpose and Intent~~

11-20.40 Subdivision Procedures and Requirements

11-20.50~~11-20.50 Conceptual Plat~~

~~11-20.60 Preliminary Plat~~

~~11-20.70 Final Plat~~

~~11-20.80 Development Master Plans~~

~~11-20.90 Modified Subdivision Process~~

~~11-20.100~~ Land Splits and Combinations

11-20.60~~11-20.110~~ Boundary Adjustments

11-20.70~~11-20.120~~ Subdivision Design Standards and Requirements

11-20.80~~11-20.130~~ Minimum Required Subdivision Improvements

11-20.90~~11-20.140~~ Modifications

11-20.100~~11-20.150~~ Reversion to Acreage

11-20.110~~11-20.160~~ Vacation of Streets and Easements

11-20.120~~11-20.170~~ Violations

11-20.130~~11-20.180~~ Appeals

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11-20.10

Title and Authority

Sections:

11-20.10.010 Title and Authority

11-20.10.020 Short Title

11-20.10.010 Title and Authority

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These regulations shall be known and referred to as the Subdivision and Land Split Regulations for the City of Flagstaff, Arizona, as provided for by A.R.S. § 9-463~~2~~.

11-20.10.020 Short Title

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The City of Flagstaff Subdivision and Land Split Regulations shall also be known as the "Subdivision Regulations".

11-20.20

Purpose and Intent

Sections:

11-20.20.010 Purpose and Intent

11-20.20.010 Purpose and Intent

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A. The purpose of the City of Flagstaff Subdivision and Land Split Regulations is to facilitate orderly growth and harmonious development, and to protect and promote public health, safety and welfare. These Subdivision Regulations reflect policies developed by the City in its General Plan to help regulate the need for expanded public services, including transportation, education, water, sewer, and other utilities that is influenced by the sale of subdivided land. The preservation of the features that make Flagstaff a beautiful place to live, such as steep slopes, pine forests, and floodplains is also a priority. More specifically, these regulations are intended to achieve the following objectives:

1. To accommodate the demand for a variety of housing, including affordable housing, while recognizing the right of all citizens to a safe community without the hazards of flooding, erosion, contamination, and other blight;

2. To insure safe and efficient traffic circulation through coordinated street systems with major thoroughfares, adjoining subdivisions, and public facilities;

3. To provide lots and parcels of sufficient size and appropriate design for the purposes for which they will be used;

4. To secure adequate provisions for water supply, stormwater drainage, sewage disposal, and other utilities and facilities;

5. To provide adequate sites for schools, recreation areas, and other public facilities;

6. To provide logical procedures to facilitate the conveyance of land by accurate legal description, and to establish and assure the rights, duties and responsibilities of subdividers and developers with respect to land development;

7. To assure future buyers of land that the subdivider owns the land proposed to be sold, provides access to each property, and constructs and provides for maintenance of improvements, utilities, and amenities;

8. To apportion the costs of public services and facilities serving subdivision residents through the payment of fees, provision of facilities, and dedication of land and rights-of-way to the City in order to ensure that new development pays its way and does not burden the City's fiscal resources; and

9. To obtain accurate surveying and permanent public record of the separate interests created and conveyed by subdivision.

B. These Subdivision Regulations are intended to provide a common ground of understanding and an equitable working relationship between public and private interests, so that both independent and mutual objectives can be achieved in the subdivision of land.

11-20.30

Applicability

Sections:

11-20.30.010 General Applicability
11-20.30.020 Related Statutes
11-20.30.030 Reservation of Public Land

11-20.30.010 General Applicability

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A. The City shall not approve a final plat of a subdivision or land split unless it conforms to the provisions of this Chapter.

~~B. No person shall sell or commence any development or construction upon any portion of a proposed subdivision until a final plat has been recorded.~~

~~C. No person shall sell or commence any development or construction upon any portion of a proposed land split until a land split map has been recorded.~~

B~~D~~. The provisions of this Chapter apply to all subdivisions (including a modified subdivision process), land splits, and boundary adjustments as further described below, except for the following:

1. The sale or exchange of parcels of land to or between adjoining property owners if such sale or exchange does not create additional lots;

2. The partitioning of land in accordance with other statutes regulating the partitioning of land held in common ownership;

3. The leasing of apartments, offices, stores, or similar space within a building or trailer park; or to

4. The leasing of mineral, oil, or gas rights.

C~~E~~. As used within this Chapter, subdivision, modified subdivision process, land split, and boundary adjustment are described as follows (specific definitions of these terms are provided in Chapter 11-30, Definitions:

1. Subdivision:

a. A subdivision is the division of improved or unimproved land into either:

(1) Four or more lots, tracts or parcels of land;

(2) Two or more lots, tracts or parcels of land, if a new street is involved; or

(3) Three or more lots, tracts or parcels, the boundaries of which have been fixed by a recorded plat.

b. Subdivision applications are required to adhere to a comprehensive multi-step review process that includes ~~submission of a conceptual plat for review and approval by the Director and City Engineer;~~ submission of a preliminary plat for review and approval by the Director and City Engineer ~~before it is reviewed and recommended for approval by the Planning Commission~~ or~~;~~ review and approval by the City Council of any preliminary plat utilizing the Planned Residential Development standards or requiring a modification to Engineering Standards~~,; and~~ submission of public improvement plans, and a final plat for review and ~~recommendation~~ approval of the Director and City Engineer ~~prior to approval of a final plat by the City Council for the proposed subdivision~~.

2. Modified Subdivision Process: The modified subdivision process applies to subdivisions with no more than ~~where a maximum of~~ ten~~four~~ lots ~~is proposed to be created~~as well as land splits over 2.5 acres.

3. Land Split:

a. A land split is the division of improved or unimproved land whose area is 2.5 acres or less into either:

(1) No more than two lots, tracts, or parcels, the boundaries of which have been fixed by a recorded plat; or,

(2) Two or three lots, tracts, or parcels located within unsubdivided lands.

b. A land split application is reviewed and approved by the Director. A concept plan of the proposed land split may be submitted to the Director for review prior to submittal of a final legal description and land split map.

4. Boundary Adjustment: When the lot line between two adjoining parcels requires adjustment, a boundary adjustment following the procedure for a land split application is followed.

11-20.30.020 Related Statutes

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The subdivision of land in the City of Flagstaff is subject to the requirements and procedures of Arizona and federal law. Specifically related statutes include A.R.S. Title 9; Article 6.2 concerning municipal subdivision regulations; Title 32 concerning the sale of lands; and, Title 33 concerning condominiums.

11-20.30.030 Reservation of Public Land

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A. Land areas within a subdivision may be reserved for parks, recreational facilities, school sites and other public facilities including fire stations, open space lands and open areas, and flood control facilities, subject to the following conditions:

1. The requirements may only be made upon preliminary plats filed at least 30 days after adoption of a General Plan or Specific Plan affecting the land area to be reserved;

2. The required reservations must be in accordance with the General Plan, ~~the Flagstaff Urban Trails Plan,~~ and adopted specific plans and other goals, objectives, and standards adopted by the City Council;

3. The land reserved shall be sized and shaped to permit non-reserved land area of the subdivision to develop in an orderly and efficient manner; and,

4. The land area reserved shall be suitable for the intended use and shall be planned in such a manner to permit an efficient division of the reserved area in case it is not acquired within the prescribed period.

B. The City Council shall have a period of one year after recording the final subdivision plat to enter into an agreement to acquire such reserved land area. The purchase price shall be the fair market value of the land at the time of the filing of the preliminary subdivision plat plus the taxes against such reserved area from the date of the reservation, and any other costs incurred by the subdivider in the

maintenance of such reserved area, including interest costs incurred on any loan covering such reserved area.

C. If the City does not exercise the reservation agreement set forth above within the one-year period or such extended period as may be mutually agreed upon by the City Council and the subdivider, the reservation of such area shall terminate.

11-20.40

Subdivision Procedures and Requirements

Sections:

11-20.40.010 Overview of Subdivision Procedures and Requirements

11-20.40.020 Pre-Application Meetingn ~~Conference~~

11-20.40.030 Preliminary Plat

11-20.40.040 Final Plat

11-20.40.050 Master Block Plats

11-20.40.060 Modified Subdivision Process

11-20.40.070 Plat Amendments

11-20.40.010 Overview of Subdivision Procedures and Requirements

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The preparation, submittal, review, and approval of all subdivisions located within the City limits shall proceed through the following progressive stages, except as otherwise provided in this Chapter:

A. Pre-application meeting~~Conference~~ (Refer to Section 11-20.40.020).~~;~~

~~B. Conceptual Plats (Refer to Division 11-20.50);~~

B~~C~~. Preliminary p~~P~~lats submittal, review, and approval (Refer to Section 11-20.40.030~~Division 11-20.70~~)~~.; and,~~

C~~D~~. ~~-~~Submittal and approval of engineering plans for the required subdivision improvements.

D. Final ~~p~~Plat submittal, review and approval~~s~~ (Refer to Section 11-20.40.040~~Division 11-20.80~~).

E. Recordation of approved final plat with the Coconino County Recorder.

11-20.40.020 Pre –Application Meeting~~Conference~~

The ~~subdivider and the subdivider's engineer~~ applicant shall ~~initially~~ present their proposal and meet with the Director and City Engineer, or their designee, on an informal basis at a pre-application meeting unless waived by the Director~~conference~~. The ~~subdivider~~ applicant shall present ~~to these individuals~~ a general outline of the subdivision proposal ~~which shall~~ including sketch plans; proposed ~~and ideas regarding~~ land uses; ~~,~~ street~~,~~ and lot arrangement; lot sizes; and conceptual designs for~~proposals regarding~~ water supply, sewage disposal, grading and drainage, traffic impacts, and street improvements. The Director and the City Engineer, or their designee, shall advise the ~~subdivider~~ applicant of specific ~~public objectives,~~ standards~~,~~ and regulations related to the subject property, details ~~and suggestions~~ regarding subdivision design and improvement standards, and general platting procedures and requirements~~, and the determination of a need for a development master plan (Division 11-10.80, Development Master Plan).~~

~~11-20.50~~

~~Conceptual Plat~~

~~**Sections:**~~

~~**Conceptual Plat Review**~~

~~**Conceptual Plat Submittal**~~

~~**11-20.50.010 Conceptual Plat Review**~~

~~**A. Before beginning the formal preliminary plat submittal and review process, a conceptual plat review meeting shall be scheduled with the Director. The purpose of this meeting is to provide an opportunity for the applicant to hear any concerns, comments, or requests for additional information from the Director and other City Staff as applicable.**~~

~~**B. The subdivider shall submit the required number of copies of the conceptual plat together with a completed application to the Director in accordance with the submittal deadlines established by the Director. Applications are available from the Planning Section.**~~

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~~C. The Director and City Engineer shall meet with the subdivider and/or the subdivider's representative(s) to review, discuss, and consider the conceptual plat in regards to specific public objectives and adopted standards and regulations. The Director and Chief Engineer shall approve or disapprove the conceptual plat pursuant to the provisions of this Chapter. Following approval by the Director and Chief Engineer, the subdivider shall proceed with the preparation and submittal of the preliminary plat application and/or Development Master Plan in accordance with the procedures and requirements specified in Divisions 11-20.60 and 11-20.80, respectively.~~

~~11-20.50.020 Conceptual Plat Submittal~~

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~~A. The subdivider or an authorized representative shall submit the following materials to the Director in accordance with the review schedule on file with the Planning Section:~~

~~1. The required number of copies of the conceptual plat application as specified in the handout available from the Planning Section;~~

~~2. A completed Conceptual Plat application form. If the subdivider is not the current landowner of all of the subject real property, a signed statement or application shall also be filed attesting that the owner grants to the subdivider authority to represent the owner in this matter. The required number of copies of the preliminary title report as specified in the handout available from the Planning Section shall be filed with the application;~~

~~3. A non-refundable conceptual plat filing fee. (See Title 10, Zoning Code, Appendix 2, Planning Fee Schedule);~~

~~4. The legal description of the subject property;~~

~~5. The names of the developer and the engineering and/or surveying firm;~~

~~6. A topographic map for the subject property and the land within 200 feet of the subject property with a minimum two-foot contour, or such other interval as approved by the Director;~~

~~7. A slope analysis with sufficient data to allow independent verification of the slope analysis. The slope analysis shall indicate by area the following slope categories:~~

~~a. 0 - less than 17%;~~

~~b. 17 - less than 24.9%;~~

~~c. Greater than 25% - 34.9%; and,~~

~~d. Greater than 35%.~~

~~8. A preliminary Natural Resources Protection Plan showing floodplains and forest resource locations, as applicable;~~

~~9. A plan identifying all existing structures (including known heritage resources) on the property to be subdivided and within 200 feet of the subject property, and the conceptual location of proposed structures;~~

~~10. A map showing generalized land uses in the vicinity of the site;~~

~~11. A vicinity map, and, if applicable, a map showing the portion to be subdivided in relation to the entire subject property;~~

~~12. Locations of all existing streets, utilities, rights-of-way, easements, structures, streams, floodplains, and other significant physical features within the portion to be subdivided and within 200 feet of the subject property;~~

~~13. A concept plat showing the proposed configuration, size in acres, number of residential units and/or lots, the area in square feet of proposed nonresidential buildings, and the underlying zoning categories for each use. This information should also be included in a summary table on the plat;~~

~~14. The conceptual plat shall be submitted at a scale of not more than 1 inch = 100 feet. Conceptual plat plan sheets shall not exceed 24 inches by 36 inches in overall dimensions and shall have a left margin of two inches;~~

~~15. The conceptual plat shall include the following information regarding the proposed subdivision and surrounding land areas:~~

~~a. Proposed land uses;~~

~~b. Primary access and interior circulation proposals, including vehicular, bicycle, and pedestrian ways;~~

~~c. Tentative proposals regarding solid and sewer waste disposal, storm sewer, and electric and gas utility services shall be indicated on the plat or in a companion document;~~

~~d. Generalized land uses in the vicinity of the site;~~

~~e. Tentative scoping of traffic impacts;~~

~~f. Preservation of special scenic locations and view corridors;~~

~~g. Proposed open space and trails with connectivity to adjoining areas~~

~~16. Such other information requested by the Director relevant to the factors covered by provisions of this Chapter.~~

~~11-20.60~~

~~Preliminary Plat~~

~~Sections:~~

~~11-20.40.030~~11-~~20.60.010~~ **Preliminary** Plat~~Submittal~~

This section provides procedures for the review and approval of preliminary plats consistent with applicable law. The procedures established in this section shall apply to all proposals for preliminary plat. Requests for preliminary plat review shall only be made through the procedures described in this section.

~~A.~~ Preliminary Plat ~~11-20.60.020 Preliminary Plat Requirements~~

~~B. Preliminary Plat Approval~~

~~C. Significance of Preliminary Plat Approval~~

~~D. 11-20.60.010~~ Submission~~Preliminary Submittal~~.

~~E.~~ ~~A.~~ The ~~subdivider or an authorized representative~~ applicant shall electronically submit the following materials in support of a preliminary plat application for a new subdivision to the Director in accordance with the submittal deadlines ~~established by the Director~~ and~~in accordance with the~~ review schedule on file with the Planning & Development Services Section:~~:~~

~~F.~~A. ~~1. The required number of copies as specified in the handout available from the Planning Section of the preliminary plat reproduced as blue or black line prints on a white background;~~

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1~~2~~. Completed preliminary plat application forms. If the subdivider is not the current landowner of ~~all of~~ all the subject real property, a signed and notarized statement shall also be filed attesting that the owner grants to the subdivider authority to represent the owner in this matter;

2~~3~~. A non-refundable preliminary plat filing fee ~~(See Title 10, Zoning Code, Appendix 2, Planning Fee Schedule)~~;

3~~4~~. An ALTA survey that delineates all easements and encumbrances in graphic form completed within 6 months of the preliminary plat submittal;~~-~~

4. Owner Certification of Notice of Right to Appeal Exactions;

5. A~~The required number of copies of a~~ Traffic Impact Analysis (TIA) as determined by the City Engineer or designee shall be submitted for review and approval by the City Engineer;

6~~5~~. A~~The required number of copies of a preliminary~~ Stormwater Analysis as determined by the Stormwater Manager shall be submitted for review and approval by the Stormwater Manager;

7~~6~~. The results and/or findings of the water and/or sewer impact analysis. A request to the City ~~Utilities~~ Water Services ~~Department~~ Division to complete a water and/or sewer impact analysis shall be submitted prior to the application for a preliminary plat. ~~The results and/or findings of the water and/or Sewer Impact Analysis shall be submitted. The results and/or findings of the water and/or sewer impact analysis shall be submitted with the preliminary plat application~~; ~~and~~

8. A project narrative that provides project information, an analysis of conformance with the Zoning Code, Subdivision Standards, and Engineering Design Standards and Specifications for New Infrastructure, a description of how utilities will be provided, a description of how stormwater will be managed, information on preliminary traffic impacts and improvements (including bicycles, pedestrian, and transit), phasing plans, requested modifications or variances, a description of how any conflicting land encumbrances will be resolved, and known heritage resources;

9. Prior to the submittal of an application for preliminary plat, the applicant shall submit copies of letters written to the following agencies informing them of the intent to subdivide and to obtain the general requirements for public utilities and public dedications applicable to the subdivision:

a. Appropriate public utilities;

b. Cable television and communication companies;

c. School districts;

d. U.S.D.A. Natural Resource Conservation Service (NRCS);

e. Coconino County Health Department (only if septic systems and/or wells are proposed);

f. Arizona Department of Transportation (where land abuts a state right-of-way);

g. Coconino County Flood Control District;

h. Coconino County Community Development (if adjacent to an unincorporated area); and

i. Mountain Line or other public transit operator.

Written recommendations from the review agencies shall be submitted in conjunction with the preliminary plat application. If any of the above review agencies fail to respond within 14 days of applicant's notice of intent to subdivide, the applicant may submit preliminary plat application and supplemental accordingly; and

10. Any request by the Director or City Engineer for additional information that is relevant to assist in the review of a preliminary plat. The Director and City Engineer may waive the requirements for any of the information required in this section if it is determined that such information is not necessary to complete a review of the requested preliminary plat.

~~B. All submittals shall be checked by the Director for completeness and assigned a case number. If a submittal is incomplete according to the requirements set forth in this division, the submittal may be rejected and returned to the subdivider for revision and re-submittal.~~

~~C. Upon a recommendation of approval of the preliminary plat by the Director, the subdivider or an authorized representative shall submit the following materials to the Director in accordance with the submittal deadlines on file with the Planning Section:~~

~~1. The required number of copies as specified in the handout available from the Planning Section of the preliminary plat reproduced in the form of blue or black line prints on a white background;~~

~~2. A reduction of the preliminary plat onto an 8.5 x 11 inch sheet of paper; and,~~

3. A copy of the preliminary plat provided in electronic format in a form determined by the Director.

D. If preliminary plat approval expires prior to application for final plat approval, the plat shall be resubmitted for preliminary approval as a new case, and the subdivider shall pay the required fee. See Section 11-20.60.040 Significance of Preliminary Plat Approval, for the requirements for extension of a preliminary plat approval.

11-20.60.020 Preliminary Plat Requirements

A. Any subdivision shall be designed to comply with the requirements of the specific zoning district within which it is located. Should a change in zoning be necessary due to the proposed use(s), an application for a Zoning Map amendment must be initiated by the property owner or authorized representative, and then reviewed and acted upon by the Planning Commission and City Council prior to their action on the plat. Concurrent applications may be considered, with the requested Zoning Map amendment being resolved first. (See City Code Title 10, Zoning Code, Division 10-20.50, Amendments to Zoning Code Text and the Zoning Map).

B. As a prerequisite of preliminary plat review by the Director and City Engineer, the subdivider shall submit copies of letters written to the following agencies informing them of the intent to subdivide and to learn the general requirements for public utilities and public dedications applicable to the subdivision's needs:

1. Appropriate public utilities;
2. Cable television and communication companies;
3. Flagstaff Unified School District;
4. U.S.D.A. Soil Conservation Service;
5. Coconino County Health Department;
6. Arizona Department of Transportation (if the proposed subdivision abuts a state highway);
7. Coconino County Flood Control District; and,
8. Coconino County Community Development Department if the proposed subdivision is adjacent to an unincorporated area.

Written recommendations from the review agencies shall be transmitted to the Director prior to scheduling of the Planning Commission's public hearing on the preliminary plat.

BC. Preliminary Plat Requirements. All preliminary plats shall contain the following information shown graphically or by note on plans which may comprise several sheets. Any information required as part of the preliminary plat submittal shall be shown graphically or by note on plans, or by letter, or by combination of these, and may comprise several sheets showing various elements of the required data.

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~~All mapped data for the plat shall be drawn at the same engineering scale.~~ The preliminary plat shall be drawn to a scale of not more than 1 inch = 100 feet. Preliminary plat sheets shall not exceed 24 inches by 36 inches in overall dimensions and shall have a left margin of two inches. All plats requiring more than one sheet shall have a cover sheet indicating the entire subdivision and the proposed sections to be found on the corresponding individual pages:

~~D. All preliminary plat applications shall contain the following information:~~

~~1. Notation of plat as a preliminary plat;~~

1~~2~~. ~~—~~A title that includes notation as a preliminary plat, the p~~P~~roposed subdivision name and location by section, township, range, ~~baseline, meridian~~ and county;

2~~3~~. Legal description of property involved and County instrument number, Assessor's Parcel Number(s), and site address;

3~~4~~. Name, address, and phone number of subdivider(s), firm preparing the plat, and current landowner(s), including docket/page number by which title was conveyed;

~~5. Name, address, and phone number of person or firm preparing the plat;~~

~~6. Name, address, and phone number of landowner(s), and docket/page number or instrument number by which title was conveyed (warranty deed, quit claim deed, purchase agreement, or other legal instrument);~~

4~~7~~. Bar scale, north arrow oriented to top, right or left of sheet, and dates of preparation and any revisions;

5. Location map with north arrow, scale, site location, and existing points of reference;

6. Complete and accurate legend;

7. Certification blocks (Arizona Registered Land Surveyor seal and Arizona Registered Professional Engineer stamp, if applicable);

8. Basis of bearing and record source;

9. Detailed description of monuments set and found;

10. Subdivision corners tied to two City control points;

11. Site acreage (gross and net);

12. Gross and net densities/intensities by lot or platted area in accordance with the provisions of City Code Title 10, Zoning Code, Chapter 10-40 (Specific to Zones);

13. Existing zoning classification(s) within the subdivision boundaries. Commercial and industrial subdivisions must also identify existing zoning classifications on abutting properties within 200 feet;

14. A topographic map for the subject property and the land within 200 feet of the subject property with a minimum two-foot contour, or such other interval as approved by the Director. Direction of drainage flow shall be indicated;

15. Location of water wells, streams, ditches, washes, lakes, or other water features; direction of flow; 100-year flood plain; location and extent of areas subject to inundation, whether such inundation be frequent, periodic, or occasional, within the subdivision boundaries and 200 feet beyond such boundaries. Also, the proposed location(s) of stormwater detention facilities shall be indicated;

16. Location, widths, and City approved names of all platted streets, bicycle and pedestrian facilities, railroads, utility rights-of-way of public record, and public areas within 200 feet of the proposed development;

17. All existing features, including but not limited to, bridges, buildings, culverts, structures, and driveway entrances within the subdivision boundaries and within 200 feet from such boundaries. Identify those which are to be removed and those to remain, and the date when any removals shall be completed. All proposed conditions shall be graphically differentiated from existing conditions on adjacent properties and on excepted tracts or parcels within the plat;

18. Location and description of proposed and existing utilities within the subdivision and within 200 feet of the proposed development. Location of water and sewer mains with respect to property lines, easements and/or street center lines, with line sizes shown. Reference by note the location and description of such utilities if not located within 200 feet of the proposed development;

19. The location of all existing and proposed fire hydrants within the subdivision;

20. Full dimensioned boundaries of the platted property (to 0.01') and bearings to 1 second, recorded and measured. Boundary survey shall be based upon field work;

21. Lot and tract dimension, bearings, and area (in square feet or acreage), with each lot and tract numbered individually and sequentially;

22. Designation of all land to be dedicated or reserved for public use with the use indicated and those areas that will be deeded to a homeowner's association;

23. ~~15.~~ Proposed street layouts shall include street names, widths, alleys, crosswalks, and connections to adjoining tracts or parcels including~~and~~ street grades~~slopes~~, clear view zones and traffic control devices. Typical cross sections of all ~~all existing and~~ proposed streets~~roadways~~ shall be shown;~~:~~

~~Parcels or tracts to be dedicated or reserved for affordable housing, school sites, parks, or other public use are to be indicated as such with intended use;~~

~~20. The location of all proposed fire hydrants within the subdivision;~~24. The location of vehicular non-access easements and non-typical building setbacks;

~~8. A topographic map for the subject property and the land within 200 feet of the subject property with a minimum two-foot contour, or such other interval as approved by the Director. Direction of drainage flow shall be indicated;~~

~~9. Existing street dedications and lot lines of all adjacent properties. Subdivided properties must be indicated by subdivision name and Coconino County Recorder's Office Case and Map number; if unsubdivided land, property owner and Docket and Page or instrument number shall be noted;~~

~~10. Location, dimensions, and names and types of all existing and proposed rights-of-way and easements within the subdivision boundaries and 200 feet from such boundaries;~~

~~11. All existing features, including but not limited to, bridges, buildings, culverts, structures, and driveway entrances within the subdivision boundaries and within a distance of 200 feet from such boundaries. Identify those which are to be removed and those to remain, and the date when any removals shall be completed. All proposed conditions shall be graphically differentiated from existing conditions on adjacent properties and on excepted tracts or parcels within the plat;~~

~~12. Existing zoning classification(s) within the subdivision boundaries and on abutting properties;~~

~~13. Note gross acreage of the area being platted and net acreage, if applicable;~~

~~14. Boundaries of the platted property to be fully dimensioned. The complete boundary survey shall be based upon field work;~~

~~15. Proposed street layout shall include street names, widths, alleys, crosswalks, and connections to adjoining tracts or parcels and clear view zones. Typical cross sections of all existing and proposed roadways shall be shown;~~

~~16. Parcels or tracts to be dedicated or reserved for affordable housing, school sites, parks, or other public use are to be indicated as such with intended use;~~

~~17. Size of each lot, in square feet or acres;~~

~~18. Location map with north arrow, scale, site location, and existing points of reference;~~

~~19. Location and description of proposed and existing utilities within the subdivision and within 200 feet of the proposed development. Locations of all above ground utility cabinets and facilities. Location of water and sewer mains with respect to property lines, easements and/or street center lines, with line sizes and valve locations shown. Reference by note the location and description of such utilities if not located within 200 feet of the proposed development;~~

~~20. The location of all proposed fire hydrants within the subdivision;~~

~~21. Approximate lot and tract dimensions, bearings, and area, with each lot numbered individually and the total number of lots noted;~~

~~22. The location of vehicular non-access easements and non-typical building setbacks;~~

~~23. A typical maximum construction envelope containing minimum building setbacks and maximum lot coverage permitted shall be noted on the plat;~~

~~24. The preliminary plat shall include a Natural Resources Protection Plan (if applicable) and data sheet meeting the requirements of City Code Title 10, Zoning Code, Division 10-50-80 (Resource Protection Standards). The Natural Resources Protection Plan shall include all areas within the boundaries of the subdivision and access and utility corridors to the site if proposed;~~

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~~25. Gross and net densities/intensities by lot or platted area in accordance with the provisions of City Code Title 10, Zoning Code, Chapter 10-40 (Specific to Zones);~~

~~26. Location of water wells, streams, ditches, washes, lakes, or other water features; direction of flow; 100-year flood plain; location and extent of areas subject to inundation, whether such inundation be frequent, periodic or occasional, within the subdivision boundaries and 200 feet beyond such boundaries. Also, the proposed location(s) of stormwater detention facilities shall be indicated;~~

~~27. Plans for resource preservation, management, and mitigation of adverse impacts on neighboring properties, in compliance with City Code Title 10, Zoning Code, Division , (Landscaping Standards), if applicable;~~

~~28. Traffic control devices;~~

~~29. Approval block for all utilities;~~

~~30. Certification blocks (Arizona Registered Land Surveyor seal and Arizona Registered Professional Engineer stamp, if applicable);~~

~~32. Boundary dimensions to 0.01' and bearings to 1 second, recorded and measured;~~

~~33. Basis of bearing and record source;~~

~~34. Detailed description of monuments set and found;~~

~~35. Subdivision corners tied to two City control points;~~

~~36. Boundary of platted property to have a mathematical closure of not less than 0.01 feet. All non-tangent curves shall include a radial bearing or chord bearing and length;~~25. A typical

maximum building envelope containing minimum building setbacks and maximum lot coverage permitted shall be noted on the plat. For lots with non-typical building envelopes, show and dimension building envelope boundaries and setbacks on each lot;

~~29. Approval block for all utilities;~~

~~30. Certification blocks (Arizona Registered Land Surveyor seal and Arizona Registered Professional Engineer stamp, if applicable);~~

~~37. Approximate embankment and excavation quantities for the project;~~26. ~~24.~~ The preliminary plat shall include a Natural Resources Protection Plan (if applicable) and data sheet meeting the requirements of City Code Title 10, Zoning Code, Division 10-50.90 (Resource Protection Standards). The Natural Resources Protection Plan shall include all areas within the boundaries of the subdivision and access and utility corridors to the site if proposed;

27. The preliminary plat shall include a Landscape Plan in accordance with City Code Title 10, Division 10-50.60 (Landscape Standards). The Landscape Plan shall include all areas within the boundaries of the subdivision and access and utility corridors to the site if proposed; and

~~38. Clear view zones;~~

28~~39~~. ~~–~~A development phasing map and proposed timing schedule delineating the configuration, size in acres, and general sequence of development and dedication.~~;~~

C~~E~~. Proposed Utility Methods~~. The preliminary plat shall contain the following information with respect to proposed utilities:~~

1. It is the responsibility of the subdivider to furnish the Arizona Department of Environmental Quality (ADEQ) such information as ADEQ may require regarding the design and operation of the proposed sanitary sewage facilities.

   a. A statement as to the types of facilities proposed shall appear on the preliminary plat application; and~~,~~ the subdivider shall show evidence of adequate volume and quality of proposed water supply and facilities to the satisfaction of the Water Services Director.

~~2. The preliminary plat submittal shall include preliminary calculations and a description of proposed stormwater disposal outlets to the satisfaction of the City Engineer.~~

~~3. A plan from private or franchise utility companies showing the location of proposed utility facilities.~~

D~~F~~. A preliminary plat submittal for a condominium subdivision shall include the following additional information as required by A.R.S. § 33-1219:

1. The location and dimension of the vertical boundaries of each unit and each unit's identifying number;

2. Any horizontal unit boundaries with reference to an established datum and each unit's identifying number;

3. Any units with respect to which the declarant has reserved the right to create additional units or common elements identified appropriately;

4. The location and dimensions of all real estate subject to the development right of withdrawal and identified as such;

5. The location and dimensions of all real estate in which the unit owner will only own an estate for years labeled as a "leasehold condominium";

6. The distance between contiguous parcels of real estate comprising the condominium;

7. The location and dimension of limited common elements (such as porches, balconies, patios, parking spaces, garage spaces, entryways, etc.);

8. The extent of any encroachments of any portion of the condominium;

9. To the extent feasible, the location and dimensions of all easements serving or burdening any portion of the condominium; and

~~1.~~10. Any units with respect to which the declarant has reserved the right to create additional units or common elements, identified appropriately.

~~1. The plat shall be clear and legible, and is a part of the declaration; and,~~

~~2. The plat shall show the following:~~

~~a. The name of the condominium;~~

~~b. The boundaries of the condominium and a legal description of the real estate included in the condominium;~~

~~c. The extent of any encroachments on any portion of the condominium;~~

~~d. To the extent feasible, the location and dimensions of all easements serving or burdening any portion of the condominium;~~

~~e. The location and dimensions of the vertical boundaries of each unit, and each unit's identifying number;~~

~~f. Any horizontal unit boundaries, with reference to an established datum, and each unit's identifying number;~~

~~g. Any units with respect to which the declarant has reserved the right to create additional units or common elements, identified appropriately;~~

~~h. The location and dimensions of all real estate subject to the development right of withdrawal and identified as such;~~

~~i. The location and dimensions of all real estate in which the unit owner will only own an estate for years, labeled as a "leasehold condominium";~~

~~j. The distance between noncontiguous parcels of real estate comprising the condominium;~~

~~k. The location and dimensions of limited common elements, including porches, balconies, patios and entryways; and,~~

~~l. Any other matters the declarant deems appropriate.~~C. E. ~~11-20.60.030~~ Preliminary Plat Review and Approval.

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~~approval of a preliminary~~

~~C. Upon a recommendation of approval of the preliminary plat by the Director, the subdivider or an authorized representative shall submit the following materials to the Director in accordance with the submittal deadlines on file with the Planning Section:~~

Any subdivision shall be designed to comply with the requirements of the specific zoning district within which it is located. Should a change in zoning be necessary due to the proposed use(s), an application for a Zoning Map Amendment must be initiated by the property owner or authorized representative concurrent with the preliminary plat application. (See City Code Title 10, Zoning Code, Division 10-20.50, Amendments to Zoning Code Text and the Zoning Map).

1. Staff Review. All applications shall be reviewed by staff for completeness. If the application is deemed incomplete as to the requirements set forth in this chapter, the submittal will be returned to the applicant for revision and resubmittal. Once the application has been deemed administratively complete, staff will complete substantive review of the preliminary plat. If staff finds the plat requires major revision, the plat shall be returned to the applicant with specific revisions noted. All required revisions shall be called out and noted on the resubmitted plat. Revisions made to a resubmitted plat that are not in response to staff comments shall require the application to be resubmitted as a new application unless the Director determines that a new application is not necessary.

2. Staff Approval. The Director and City Engineer shall approve the application once the preliminary plat has been found in compliance with this chapter; City Code Title 10, Zoning Code; City Code Title 12, Floodplains; and City Code Title 13, Engineering Design Standards and Specifications for New Infrastructure. If the plat is generally acceptable but requires minor revision before proceeding with the preparation of the final plat, a conditional approval may be granted with required revisions noted.

3. Denial of Preliminary Plat. If a preliminary plat application is denied by the Director and City Engineer, the reasons for such denial shall be provided in writing to the subdivider. The preliminary plat application can be re-filed at any time after denial, if required revisions can resolve the reasons for the denial. The re-filing of a preliminary plat application for the same subject property, or any portion of the property, shall follow the procedures and requirements specified in this chapter.

4. Appeal of Preliminary Plat Decision. A decision of the Director and City Engineer may be appealed in compliance with the appeal procedures established in Section 11-20.130 Appeals.

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~~1. The required number of copies as specified in the handout available from the Planning Section of the preliminary plat reproduced in the form of blue or black line prints on a white background;~~

5. Approval of Preliminary Plat by City Council. Any preliminary plat utilizing the Planned Residential Development standards established in City Code Title 10, Flagstaff Zoning Code Section 10.40.60.280 or modifications to City Code Title 13, Engineering Design Standards and Specifications for New Infrastructure shall be approved by City Council prior to submission of engineering plans.

~~2. A reduction of the preliminary plat onto an 8.5 x 11 inch sheet of paper; and,~~

~~3. A copy of the preliminary plat provided in electronic format in a form determined by the Director.~~

~~D. If preliminary plat approval expires prior to application for final plat approval, the plat shall be resubmitted for preliminary approval as a new case, and the subdivider shall pay the required fee. See Section 11-20.60.040 Significance of Preliminary Plat Approval, for the requirements for extension of a preliminary plat approval.~~

~~A. An application for preliminary plat approval shall comply in all respects with the provisions of this Chapter and the City of Flagstaff Flood Plain Regulations.~~

~~B. An applicant shall submit all of the documents, information, data, and other requirements for preliminary plat approval to the Director and City Engineer.~~

~~C. In addition to the requirements of the preceding subsections, the applicant shall provide the Director and City Engineer with any additional information, documents, or other material relevant to the application as required by City codes and regulations that are necessary for the Director, the Planning Commission, and the City Council to evaluate, analyze, or understand the subject matter of the application.~~

~~D. The applicant or the applicant's agent shall be encouraged to either hold a public meeting to inform area residents of the proposed subdivision or notify them by direct mail to provide information on the proposed subdivision. If the applicant or the applicant's agent decides to hold either a public meeting or notify adjoining residents by direct mail of the proposed subdivision, notice of the public meeting and information regarding the proposed subdivision shall be provided to property owners within a minimum~~

~~of 300 feet of the proposed subdivision. Notice of the meeting and information regarding the subdivision should also be provided on the applicant's web site if one exists.~~

~~E. A preliminary plat application shall not be deemed to have been filed or properly submitted until all fees have been paid and all of the above listed requirements have been satisfied as determined by the Director.~~

~~F. The procedure for approval, amendment, or denial of preliminary plat applications shall be as follows:~~

~~1. Pursuant to the provisions of this Chapter, the Director and City Engineer shall review the application for a preliminary plat, including all impact analyses required as part of the submittal with the preliminary plat application.~~

~~2. The Planning Commission shall recommend the approval or denial of a preliminary plat to the City Council within 45 days of the first consideration of the plat by the Commission.~~

~~3. After a final recommendation on a preliminary plat by the Planning Commission, the City Council shall approve, conditionally approve, or disapprove the application within 60 days of the first consideration of the plat by the City Council.~~

~~4. If a preliminary plat application is denied by the City Council, the minutes shall state the reasons for such denial. The preliminary plat application can be re-filed at any time if revision can resolve the reasons for the denial as originally proposed. The new filing of a preliminary plat application for the same subject property, or any portion of the property, shall follow the procedures and requirements specified in this division.~~

F. ~~11-~~20.60.040 Significance of Preliminary Plat Approval.

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Preliminary plat approval by the Director and City Engineer~~City Council~~ constitutes authorization for the subdivider to proceed with preparation of the final plat and engineering plans and specifications. Preliminary plat approval is subject to the following conditions:

1. The preliminary plat is valid for a period of two years from the date of approval; thereafter, such approval shall be deemed to have expired;

~~1. A. The conditions under which approval of the preliminary plat is granted will not be changed prior to the expiration date;~~

~~2. B. Approval is valid for a period of two years. from the date of City Council approval; thereafter, such approval shall be deemed to have expired;~~

~~3. C.~~ Preliminary plat approval may, upon written application to the Director by the subdivider, be extended for an additional one year if, in the opinion of the Director, there is no change in conditions within or adjoining the preliminary plat which could warrant a revision of the original preliminary plat;

2.

3. The conditions under which approval of the preliminary plat is granted will not be changed prior to the expiration date;

~~D.~~ If preliminary plat approval expires prior to application for final approval, the plat shall be resubmitted for preliminary approval as a new case and the subdivider shall be required to pay a new fee;

4.

~~4. E.~~ A preliminary plat may not be recorded; and~~,~~

5.

~~5.~~6. ~~F.~~ Preliminary plat approval does not constitute approval to clear, grade, remove trees, or perform other land or construction activity. A separate permit as determined by the Engineering Division shall be obtained prior to the initiation of any of the above listed activities.

~~11-20.70~~

~~Final Plat~~

~~Sections:~~

- **~~Plat Submittal and Review by Director~~**
- **~~Final Plat Requirements~~**
- **~~Final Plat Approval~~**

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11-20.40.040 Final Plat~~70.010 Plat Submittal and Review by Director~~

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This section provides procedures for the review and approval of final plats consistent with applicable law. The procedures established in this section shall apply to all proposals for final plat. Requests for final plat review shall only be made through the procedures described in this section.

A. ~~A.~~ Final Plat Submission. A final plat will only be accepted upon approval of a preliminary plat and approval from the City Engineer that the engineering plans have been reviewed and major substantive comments have been resolved. The applicant shall electronically submit the following materials in support of a final plat application for a new subdivision to the Director in accordance with the submittal deadlines and review schedule on file with the Planning & Development Services Section:engineering ~~The subdivider shall submit~~ a final plat and application to the Director for ~~review in accordance with the Review Schedule on file with the Planning Section. The final plat shall conform to the approved preliminary plat, and shall contain all information and conform to all requirements for final plat preparation as specified below:~~

1. C~~A c~~ompleted final plat application form. If the subdivider is not the current landowner of all the subject real property, a signed and notarized statement shall also be filed attesting that the owner grants to the subdivider authority to represent the owner in the final plat submission and approval process;

~~2. The required number of paper copies of the final plat, as specified in the handout available from the Planning Section, reproduced as blue or black line prints on a white background;~~

2~~3~~. A non-refundable final plat filing fee ~~(See Appendix 2, Planning Fee Schedule)~~;

3~~4~~. ~~One complete title report for the property notarized by a state-registered title company~~A closure report signed and sealed by a registered surveyor that indicates the boundary of the platted property to have a mathematical closure of not less than 0.01 feet;

4. Legal descriptions and landowner approvals for all dedications required to serve the proposed development outside of the subdivision boundaries in accordance with the approved preliminary plat, civil plans, or as otherwise required through other approvals or agreements;

5. A registered surveyor shall provide a signed and sealed certification that there are no conflicting encumbrances~~City/Subdivider Agreement executed by the subdivider~~; and~~and~~

6. The Director may request any other information that is relevant to assist in the review of a final plat. The Director may waive the requirements for any of the information required in this section if it is determined that such information is not necessary to complete a review of the requested final plat.

~~6. The required number of copies of landscaping plans for public and private rights-of-ways, if applicable, as specified in the handout available from the Planning Section.~~

~~B. Upon receipt of the final plat application, the Director shall date and initial receipt of the materials and check the plat for conformity to the preliminary plat as approved or modified and for compliance with the requirements for final plats as set forth in Section 11-20.70.020, Final Plat Requirements.~~

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B~~C~~. Upon approval of the final plat application ~~and final plat by the City Council~~, the subdivider shall submit to the Director the following, which shall be dated upon receipt:

~~1. 1.~~ One opaque ~~linen or~~ Mylar copy of the final plat for recordation including utility companies' signatures and dates, and property owners' signatures and dates;

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1.

~~2. 2. One reproducible Mylar copy of the final plat; and,~~

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2. ~~3.~~ An e~~One e~~lectronic copy of the final plat, provided in a format determined by the City Engineer; and~~.~~

3. Executed Assurance of Performance Agreement.

C. ~~11-20.70.020~~ Final Plat Requirements.

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~~A. All final subdivision plats shall be designed to comply with the requirements of the specific zoning district (zone) within which they are located.~~

~~B. The subdivider shall submit copies of the final plat to the appropriate public/quasi-public utility agencies prior to seeking City Council action on a final plat. Written comments by the agencies shall be made to the Director as a part of the application. The Director shall submit the final plat application together with the utility agencies' comments to the City Council.~~

~~C.~~ The final plat shall substantially conform, at the discretion of the Director and City Engineer, to the approved preliminary plat, ~~-~~and shall be in compliance with all ~~appropriate~~ City standards, codes, specifications, and requirements. All final plats shall contain the following information shown graphically or by note on plans which may comprise several sheets. The final plat shall be drawn to a scale of not more than 1 inch = 100 feet with a font size no less than 10 points. Final plat sheets shall not exceed 24 inches by 36 inches in overall dimensions and shall have a left margin of two inches. All plats requiring more than one sheet shall have a cover sheet indicating the entire subdivision and the proposed sections to be found on the corresponding individual pages:

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~~D. Every subdivision shall conform to the objectives of any comprehensive general plan approved or as amended by the City Council, except where existing development rights supersede the subdivision proposal, such as if the property has vested and/or nonconforming rights.~~

~~E. Any information required as part of the final plat submittal shall be shown graphically, by note, by letter, or in combination on the plans, and may comprise several sheets showing various elements of the required data.~~

~~F. The final record plat of a subdivision shall be drawn in waterproof ink on linen or other non-shrinking material on a sheet not to exceed 24 inches by 36 inches in overall dimensions, and shall have a left margin of two inches. All final plats requiring more than one sheet shall have a cover sheet indicating the entire subdivision and the proposed sections to be found on the corresponding individual pages. The final plat shall be drawn to an accurate scale of not more than 1 inch = 100 feet.~~

~~G. Submittal of documents of dedication does not automatically convey such lands or rights-of-way into public ownership; such dedications must be accepted by the City Council. Submittal of documents of dedication also does not automatically indicate acceptance of the land dedicated for maintenance by the City. Acceptance for maintenance by the City requires a request by the subdivider or property owner to the City Council and specific action by the Mayor and City Council for such acceptance for maintenance by the City, and the execution of a City/Subdivider Agreement.~~

~~H. Avigation easement if appropriate.~~

~~I. All lands to be dedicated to the City that are not considered rights-of-way require a warranty deed to be recorded with the final plat.~~

~~J. All final plats shall contain the following information:~~

1. A title that includes notation as a final plat, the name of the subdivision, and ~~its~~ location by ~~number of~~ section, township, range, ~~meridian~~ and county;

2. Legal description of property involved and County instrument number, Assessor's Parcel Number(s), and site address;

3~~2~~. Name and address of subdivider (record owner), and name, address, registration number, and seal of the registered land surveyor and civil engineer responsible for preparing the plat;

~~3. Name, address, and registration number of the registered civil engineer responsible for the preparation of the engineering drawings that are necessary for the proposed subdivision;~~

~~4. Utility companies' signatures and date;~~

4~~5~~. Bar scale, north arrow oriented to top, right or left of sheet, and date of plat preparation;

5. Location map with north arrow, scale, site location, and existing points of reference;

6. Complete and accurate legend;

7. Certification blocks (Arizona Registered Land Surveyor seal and Arizona Register Professional Engineer stamp, if applicable);

8. Approval block for all utilities;

9. Basis of bearing and record sources;

10. Detailed description of monuments set and found;

11. Subdivision corners tied to two City control points;

~~6. Boundaries of the tract to be subdivided shall be mathematically correct and show all record and measured bearings and distances. Boundary dimensions to 0.01' and bearings to 1 second shall be shown, as well as a description of all found monuments;~~

127. –Any excepted parcel or parcels within the plat boundaries shall be accurately described by bearings and distances determined by an accurate survey in the field. All dimensions shall be expressed to 0.01' and bearings to 1second;

~~8. Record basis of bearing and two corners of the subdivision shall be tied by course and distance to separate survey monuments approved by the City Engineer;~~

139. –Names, centerlines, right-of-way lines, courses, lengths, and widths of all public streets, alleys, public trails, and easements to be dedicated. Points of tangency of all curvilinear streets and alleys shall be shown. Curve data shall include radius, length, central angle, and radial bearings (or chord bearing and chord length) on non-tangent curves;

140. -Location, dimensions, and area (square feet or acres) of all lots and tracts shall be shown. Lot dimensions and appropriate bearings shall be indicated for all lot lines. In areas subject to flooding, minimum finished first floor elevations shall be shown as may be recommended by the appropriate authority;

151. –All lots shall be numbered consecutively throughout the plat. Parcels or tracts for affordable housing, school sites, parks, open space areas, or other public uses shall be so designated, lettered, or named, and clearly dimensioned;

162. –The accurate outline of all property which is offered for dedication for public use and of all property that may be reserved ~~by deed covenant~~ for the common use of the property owners in the subdivision shall be shown;

173. –Subdivision name, case number, and map number of adjacent recorded subdivisions, with location of existing adjacent lots, easements, and rights-of-way shown, or docket and page or instrument number, where appropriate. All proposed conditions shall be graphically differentiated from existing conditions on adjacent properties and on excepted parcels within the plat;

184. –The following notation shall be placed upon all final plats for public utility easements: "Except for construction and improvements by governmental entities and certified public utilities, construction and improvements within utility easements shall be limited to the following:

a. Removable wood, wire, or sectional fencing generally positioned perpendicular to the easement and approved by the City Engineer; and,

b. Construction, structures, or buildings expressly approved in writing by all public utilities and the City Engineer which use or shall use the utility easement";

1915. Statement and acknowledgment of the dedication of all streets, alleys, drainageways, utility easements, crosswalks, bike paths, pedestrian ways, including but not limited to sidewalks, crosswalks and trails, and other easements for public use by the persons holding title of record, by persons holding title as vendees under land contract, and by spouses of said parties, if jointly owned. If lands dedicated are mortgaged, the mortgagee shall also sign the plat. Dedications shall include a written location by section, township, and range of the tract. If the plat contains private streets, provisions should be made so that the public utilities reserve the right to install and maintain utilities above, on, and below such private streets or ways;

2016. The following certifications must be included on the final plat in the form as determined by the Director:

a. Certification by a registered land surveyor that the plat is correct and accurate, and that the monuments described in it have been located as described;

b. Certification of plat approval by the City Engineer;

c. Certification of plat approval by the Director.;

~~d. Certification of plat approval by the City Council;~~

2117. The location of appropriate vehicular non-access restrictions as well as intersection clear view zones if located on a lot(s) shall be included on the plat;

22. ~~H.~~ Avigation easement if appropriate;

23

~~18~~. A typical maximum construction envelope containing minimum building setbacks and maximum permitted lot coverage shall be shown on the plat. Dimensioned non-typical construction envelopes shall be shown on the individual lots which are affected;

2419. –Floodplain limits and the following text when applicable: "Lots _____ have been identified as being partially or wholly within a flood hazard area per F.I.R.M. Map_____, revision date_____. Because flood hazard boundaries may be revised periodically, the most recent flood hazard map for this area should be reviewed to determine the exact limits and severity of potential flooding on these lots. Flood hazard maps and requirements for construction within flood hazard areas can be obtained from the City of Flagstaff";

250. –Subdivisions that are associated with a rezoning ordinance shall identify the ordinance number and the instrument number of the recorded ordinance on the plat; and

~~23. A complete and accurate legend;~~

~~24. A location map with north arrow; and,~~

~~25. All information on the plat must be legible.~~

26K. –A final plat submittal for a condominium subdivision shall also include the additional information as required by Section 11-20.60.020, Preliminary Plat Requirements.

D. Dedications. A statement of dedication of all streets, alleys, drainageways, pedestrian ways, and other easements for public use by the subdivider shall be provided with the final plat submittal. Standard dedication language is kept on file with the Planning & Development Services Section. This language shall be utilized on all final plats unless alternative language is approved by the Director and City Engineer. If lands to be dedicated are mortgaged, the mortgagee shall sign the plat and required dedications.

1. City Council Acceptance of Dedications. All public land dedications and all lands dedicated for maintenance by the City must be accepted by the City Council prior to recordation of the final plat. All lands to be dedicated to the City that are not included in the plat boundaries require a separate instrument (warranty deed) to be recorded with the final plat. If the plat contains private streets, public access and utility easements shall be provided.

2. Abandonment of Dedications. Where there are temporary easements, landscaped easements and/or utility easements that are to be vacated (removing any City interest in the easement) they can be shown on the plat and described as such. A roadway right-of-way or easement can be shown

for abandonment on the plat or replat only if the requirements of State law are met concurrently with City Council approval.

3. Acknowledgement of Dedication. Execution of dedication shall be acknowledged and certified by a notary public.

E. ~~11-20.70.030~~ Final Plat Review and Approval. Any subdivision shall be designed to comply with the requirements of the specific zoning district within which it is located. Should a change in zoning be necessary due to the proposed use(s), an application for a Zoning Map Amendment must be initiated by the property owner or authorized representative, and then reviewed and acted upon by the Planning Commission and City Council prior to submittal of a final plat. (See City Code Title 10, Zoning Code, Division 10-20.50, Amendments to Zoning Code Text and the Zoning Map).

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~~A. An application for approval of a final plat shall not be filed unless there is an approved preliminary plat for the proposed subdivision as provided for in Division , Preliminary Plat.~~

~~B. An applicant for final plat approval shall comply in all respects with the provisions of this Chapter.~~

~~C. An applicant shall submit all of the documents, information, data, and other requirements for final plat approval to the Director and shall furnish all information and materials needed by the Director and City Engineer to satisfy the requirements of Division , Final Plat.~~

~~D. In addition to the requirements of the preceding subsections, the applicant shall provide to the Director and City Engineer any additional information, documents, or other material relevant to the application that the Director and City Engineer reasonably believe are necessary in order for the City Council to evaluate, analyze, or understand the subject matter of the application.~~

~~E. An application for final plat approval shall not be deemed to have been filed or properly submitted until all fees have been paid and assurances provided and all of the above listed requirements have been complied with as determined by the Director.~~

~~F. The procedures for approval, amendment, or denial of final plat applications shall be as follows:~~

1. Staff Review. All applications shall be reviewed by staff for completeness. If the application is deemed incomplete as to the requirements set forth in this chapter, the submittal will be returned to the applicant for revision and resubmittal. Once the application has been deemed administratively complete, staff will complete substantive review of the final plat. If staff finds that

the plat requires revision, the plat shall be returned to the applicant with specific revisions noted. During the substantive review period, the subdivider may only respond to comments provided by staff. All required revisions shall be called out and noted on the plat. Revisions made to the plat, not in response to staff comments, shall require the application to be resubmitted as a new application unless determined that a new application is not necessary by the Director and City Engineer. ~~The Director and City Engineer shall approve or disapprove an application for a final plat pursuant to the provisions of this Chapter.~~

2. Staff Approval. The Director and City Engineer shall approve the application once the final plat has been found in compliance with this chapter; City Code Title 10, Zoning Code; City Code Title 12 Floodplains; and City Code Title 13, Engineering Design Standards and Specifications for New Infrastructure. ~~:~~

~~a. Upon receipt of a final recommendation on an application for a final plat from the Director and City Engineer, the application and an executed City/Subdivider Agreement shall be transmitted to the City Council for final approval. After approval of the final plat by the City Council and certification by the City Engineer, the City Manager shall request that the City Clerk and the Mayor transcribe a certificate of approval upon the plat and that the Mayor and City Clerk execute the City/Subdivider Agreement, first making sure that the other required certifications and dedications have been duly signed and acknowledged.~~

~~b. The subdivider shall then pay to the City the fee charged by the Coconino County Recorder for the recordation of the plat and the City/Subdivider Agreement. The City shall then promptly record the plat with the Coconino County Recorder, pursuant to A.R.S. § 9-463.01.~~

~~3. Amendment:~~

~~a. When the final plat has been approved by the City Council and recorded with the Coconino County Recorder all development regulations and conditions of approval applicable to the final plat are final and may not be amended except upon application to the Director following the procedures for subdivision approval established in Division 11-20.40, Subdivision Procedures and Requirements.~~

~~b. If the City Council finds that the plat requires further amendment, the case shall not be approved until the amendments can be satisfactorily accomplished.~~

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3.~~4.~~ Denial of Final Plat. If a final plat application is denied by the Director and City Engineer, the reasons for such denial shall be provided in writing to the subdivider. The final plat application can be re-filed at any time if revision can resolve the reason for the denial as originally proposed. The new filing of a final plat application for the same subject property, or any portion of the property, shall follow the procedures and requirements specified in this chapter; and~~:~~

4. Appeal of Final Plat Decision. A decision of the Director and City Engineer may be appealed in compliance with the appeal procedures established in Section 11-20.130 Appeals.~~If the City Council disapproves the final plat, the minutes shall state the reasons for such denial. The final plat application may be re-filed at any time if revision can resolve the reasons for the denial as originally proposed. The new filing of a final plat application for the same tract, or any portion of the plat, shall follow the procedures and requirements specified in this section.~~

~~G. The final plat shall not be recorded until both of the following requirements have been satisfied:~~

~~1. Engineering plans for water, public sanitary sewer facilities, grading, and all other improvements have been approved by the City Engineer, and~~

~~2. The subdivider has posted an assurance of performance as set forth in City Code Title 10, Zoning Code, Division , Assurance of Performance for Construction, to guarantee the installation of required improvements.~~ ~~G. Submittal of documents of dedication does not automatically convey such lands or rights-of-way into public ownership; such dedications must be accepted by the City Council. Submittal of documents of dedication also does not automatically indicate acceptance of the land dedicated for maintenance by the City. Acceptance for maintenance by the City requires a request by the subdivider or property owner to the City Council and specific action by the Mayor and City Council for such acceptance for maintenance by the City, and the execution of a City/Subdivider Agreement.~~

~~I. All lands to be dedicated to the City that are not considered rights-of-way require a warranty deed to be recorded with the final plat.~~

F. Recordation. Final plats shall not be recorded until the following requirements have been satisfied:

Commented [DLM1]: Do we need to clarify that the City Clerk records the final plat?

Commented [TA2R1]: Yes I talked to Stacy and she is good with this. Have language and will add.

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1. Engineering plans for water, public sanitary sewer facilities, grading, and all other improvements have been approved by the City Engineer;

2. All public dedications have been accepted by the City Council;

3. The subdivider has posted ~~-~~the required assurance of performance and/or third party trust and the City Engineer has fully executed the Subdivider Performance Agreement and/or third party trust agreement ~~-~~as set forth in City Code Title 10, Zoning Code, Division 10-20.100, Assurance of Performance for Construction, to guarantee the installation of required improvements. If applicable, the third party trust agreement shall be recorded by the City Clerk along with the final plat; and~~.~~

4. The City Clerk shall be responsible for recording all plats with the Coconino County Recorder's office.

11-20.40.050~~80~~

~~Development~~ Master Block Pplatsns

~~Sections:~~

~~In General~~

~~11-20.80.010 In General~~

A ~~Development~~ master block plat~~Master Plan~~ is a comprehensive ~~preliminary~~ master subdivision to assist with~~plan for~~ the development of a large or complicated land area, which may be developed in progressive steps ~~or as a planned development~~.

A. A ~~development~~ master block plat ~~plan~~ is required ~~as a condition precedent to the review and approval of a preliminary plat or for a Zoning Map amendment request (See Division 10-20.50, Amendments to the Zoning Code Text and the Zoning Map)~~ when:

1. The subject property~~(ies)~~ is proposed to be subdivided~~developed~~ in stages, phases, or units; or,

~~2. The subject property(ies) proposed for development is part of a larger land area that has unusual topographic, utility, land use, or other conditions. The larger land area may or may not be under the subdivider's control; or,~~

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~~3. A Planned Residential Development (Refer to City Code Title 10, Zoning Code, Section 10-40.60.250 (Planned Residential Development) is proposed; or,~~2. The subdivider is intending to manage required resource preservation or open space requirements throughout a larger land holding with individual subdivisions or developments; or

3.~~4.~~ The subject property~~(ies)~~ initially proposed for platting is ~~is only a portion of~~ a large~~r~~ land holding of the subdivider that is intended to be subdivided or developed separately; or,

4~~5~~5. The subject property~~(ies)~~ is located within two or more zoning districts with different land uses.

B. The master block plat ~~Development Master Plan~~ shall be prepared in accordance with the provisions of this chapter for preliminary and final plat. The master block plat may also include the following as determined by the Director and City Engineer:~~to scale and accuracy commensurate with its purpose, and shall include the following items:~~

1. ~~–~~A development phasing map and proposed timing schedule delineating the configuration, size in acres, and general sequence of development and dedication;

~~2. Drawings of the final plat, digital and hard copy, in accordance with the provisions of the Engineering Standards;~~

Commented [TA3]: Each phase shall be have its own engineering plans and final plat.

2. General street pattern with particular attention to collector streets and future circulation throughout the larger land area, and proposed traffic impacts and access plan;

3. General location and size of school sites, parks, or other public areas;

4. Location of proposed land uses;

5. Methods proposed for sewage disposal, water supply, and storm drainage, and their general layout;

6. Identification of the proposed phases of development, and the anticipated time frame for such development;

7. General location of all natural resources and environmental constraints including but not limited to forests, floodplains, and steep slopes which will be affected by the proposed subdivision;

8. General location of natural resources to be protected; and,

9. Pedestrian/bicycle circulation infrastructure~~system concept~~.

~~C. If the Director determines that a development master plan is required, then the development master plan shall be submitted in accordance with the submittal deadlines established by the Director. The Director shall approve or disapprove the Development Master Plan pursuant to the provisions of this chapter. If the development master plan is denied by the Director, the subdivider/applicant may appeal to the Planning Commission in accordance with the appeal provisions established in Division 11-20.180, Appeals. Following action by the Director, the development master plan shall be submitted to the Planning Commission for their review and approval. If the development master plan is not approved by the Planning Commission, the subdivider may appeal to the City Council.~~

~~D. The development master plan shall be submitted as part of the preliminary plat application to the Planning Commission and City Council. If development will take place in several phases, the development master plan shall be submitted as supporting data for each phase. The development master plan shall be kept up to date by the subdivider as modifications take place.~~

~~11-20.90~~

11-20.40.060 Modified Subdivision Process

~~Sections:~~

~~11-20.90.010 Applicability~~

~~11-20.90.020 Modified Subdivision~~

~~11-20.90.010 Applicability~~

A modified subdivision process applies to subdivisions where a maximum of ten~~four~~ lots are proposed.

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~~A. 11-20.90.020~~ Modified Subdivision Review and Approval~~Process~~.

~~B.~~A. ~~The requirement for Planning Commission review of a preliminary plat may be waived at the request of the subdivider when the proposed subdivision contains four or fewer lots.~~ The review and approval of ~~these~~ modified subdivisions includes the following progressive stages:

1. ~~A. Pre-application conference (Refer to Section)~~

~~B. Conceptual Plats (Refer to Division)~~

~~C. Final Plats (Refer to Division)~~

Pre-application meeting (Refer to Section 11-20.40.020);

2. Submittal and approval of engineering plans for the required subdivision improvements;

3. Final plat submittal, review, and approval (Refer to Section 11-20.40.040); and

4. Recordation of approved Final Plat with the Coconino County Recorder.

11-20.40.070 Plat Amendments

A. Certificate of Correction. The Director and City Engineer may approve minor amendments to a recorded subdivision plat without re-platting the subdivision, through a Certificate of Correction.

1. Allowable minor change items include the following:

   a. Engineering Errors. Change is due to an obvious error or omission in the preparation of the final plat. This does not include design errors; changes to or relocations of any parcel or easement boundary or line; or changes to the legal description or the land area which is included in the subdivision.

   b. Name changes, including but not limited to change in the names of subdivisions, streets, or places.

2. The Certificate of Correction shall include the following information:

   a. The corrections and/or changes requested;

   b. The date the plat was recorded;

   c. The instrument number of the plat which is to be modified;

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d. Signature lines for approval by the Director and City Engineer.

3. The Certificate of Correction shall be recorded prior to any act on the changes.

B. Replat. Any request to vacate, alter, or amend some or all of a recorded subdivision plat that does not include a certificate of correction, boundary adjustments, abandonment or vacation of public rights-of-way, or a reversion to acreage.

1. Petition for Replat. The City on its own initiative may consider the vacation, alternation, or amendment of a subdivision plat. Any fee owner of property lying within a recorded subdivision plat may petition the City to vacate, alter, or amend some or all of the subdivision plat. The petition shall include the following:

a. The name and address of all owners of record of the land contained in the entire plat or on that portion of the plat described in the petition;

b. The signature of each of the owners identified in the petition; and

c. If the land described in the petition is owned in common for the benefit of all other fee owners within the subdivision boundaries, the signatures of each owner within the subdivision plat shall be provided unless individual representatives are elected through covenants, conditions, and restrictions.

2. Notice. Notice of any subdivision replat shall be provided as specified in City Code Title 10, Zoning Code, Subsection 10-20.30.080 Notice of Public Hearing to all fee owners within the subdivision plat boundaries. The notice must include provisions for any fee owners to object in writing to the City within 15 days of the mailed notice.

3. Replat Review and Approval. The replat shall be reviewed and approved in accordance with the provision for final plat review and approval except as modified below:

a. If the City receives written objections within the required timeframes from any fee owner within the boundaries of the subdivision plat to be re-platted the matter shall be referred to the City Council for review and approval.

4. Grounds for Approving a Replat. The Director and City Engineer or City Council may approve a re-plat if they find that there is good cause for the replat, and no public street or municipal utility easement has been vacated or amended.

~~3. Amendment:~~

~~1. a. and City Engineer (written consent) and City Engineerdue to an or omissionin the preparation of the final plat When the final plat has been approved by the City Council and recorded with the Coconino County Recorder all development regulations and conditions of approval applicable to the final plat are final and may not be amended except upon application to the Director following the procedures for subdivision approval established in Division , Subdivision Procedures and Requirements.~~

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~~s ands.~~**~~b. If the City Council finds that the plat requires further amendment, the case shall not be approved until the amendments can be satisfactorily accomplished.~~**

11-20.50

Land Splits and Combinations

Sections:

11-20.50.010 Purpose and Intent

11-20.50.020 Land Split Procedures and Requirements

11-20.50.030 Pre-Application Conference
11-20.50.040 Land Split or Combination Applications
~~Lot Splits for Secondary Single-Family Dwellings~~

11-20.50.010 Purpose and Intent

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The purpose of these regulations is:

A. To provide for the partitioning of land into two or three lots, tracts or parcels of land or the combination of lots, tracts or parcels through a process that is more expeditious than the subdivision process;

B. To assure that the proposed parcels are in conformance with the City's development standards;

C. To obtain accurate surveying and permanent public record of the separate interests created and conveyed by the division of lands; and,

D. To assure adequate access and to provide a coordinated street system.

11-20.50.020 Land Split or Combination Procedures and Requirements

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The preparation, submittal, review, and approval of all land splits or combinations located within the City limits shall proceed through the following progressive stages, except as otherwise provided in this chapter:

A. Optional pre-application meeting~~conference~~ with the Director;

B. Submittal by the subdivider, and review and approval of the land split or combination application and map by the Director; and

C. Recordation of the approved land split or combination map and associated legal description with the Coconino County Recorder's office.

11-20.50.030 Pre-Application Meeting~~Conference~~

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A. The pre-application meeting~~conference~~ stage of land split or combination review is an optional investigatory period preceding the preparation and submittal of the land split or combination application by the subdivider. The subdivider shall initially present the land split or combination

proposal to the Director who shall advise the subdivider of specific public objectives, standards, and regulations related to the property and the procedure for land split or combination review.

B. An application for land split or combination approval shall include a sketch plan of the proposed land split or combination so that the Director can determine whether the approval process authorized by this Division can and should be utilized. The Director may require the applicant to submit whatever information is necessary to make this determination, including, but not limited to, a copy of the Coconino County Assessor's Map showing the land being divided and all lots or parcels previously divided from that tract of land and all contiguous land under the same ownership 15 years prior to December 16, 2010, the effective date of these regulations.

11-20.50.040 Land Split and Combination Applications

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A. Application Submittal:

1. All land split or combination applications shall include the following materials:

a. The required number of copies of the land split or combination map reproduced in the form of blue or black line prints on a white background, or suitable copies showing the proposed Land split or combination, existing conditions including the location of all structures, and anticipated setbacks from existing and proposed property lines;

b. Any information required as part of the land split or combination submittal shall be shown graphically, or by note, or by letter, or in combination on the plans, and may if necessary comprise several sheets showing various elements of the required data. All mapped data for the same map shall be drawn at the same engineering scale; said scale not to be greater than 100 feet to an inch;

c. A completed land split or combination application form;

d. Legal description in a form approved by the Coconino County Recorder's office;

e. A non-refundable land split or combination application fee ~~(See City Code, Title 10, Zoning Code, Appendix 2, Planning Fee Schedule), available as a separate document from the Planning Section)~~; and

f. Complete contact information for the subdivider.

2. All submittals shall be checked by the Director for completeness. If the application is determined to be incomplete, the submittal may be rejected and returned to the applicant for revision and resubmittal.

B. Application Approval Standards:

1. All land split or combination applications shall be designed to comply with the requirements of the specific zoning district within which it is located, including minimum lot area, lot depth, lot width and minimum access requirements.

2. No lot or parcel shall be divided in such a way that any division contains more dwelling units than are permitted by the zoning regulations in the district in which the lot or parcel is situated.

3. Water and sewer services shall be provided to the frontage of each lot in areas served by the City of Flagstaff. Water or sewer services and/or yard lines shall not cross any other parcel.

C. Process for Approval.

1. The subdivider shall submit all ~~of~~ the documents, information, data, and other requirements for approval of a land split or combination to the Director. The subdivider shall also furnish to the Director any additional information and materials relevant to the application that are reasonably believed to be necessary ~~in order~~ for the Director to evaluate, analyze, or understand the subject matter of the application, and to ensure compliance with the requirements of this division. Compliance shall be determined by the Director.

2. The procedures for approval, modification, or denial of land split or combination applications shall be as follows:

a. The Director shall approve or disapprove applications for land splits or combinations pursuant to the provisions of this Division and shall ensure compliance with any applicable conditions of approval.

b. A subdivider may appeal a final action of the Director to the Planning Commission in accordance with Division 11-20.180, Appeals, of this Chapter.

11-20.100.050 Lot Splits for Secondary Single-Family Dwellings

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A. Applicability. This section applies to existing detached residential units (except for accessory dwelling units) established prior to November 5, 2002 on lots located in the MR and HR Zones not subject to the Resource Protection Overlay. Where two existing detached residences are located on a lot, following the procedures established in Division 11-20.90, Modified Subdivision Process, or Division 11-20.100, Land Splits and Combinations, two new lots may be created subject to the standards provided below.

B. Standards. If the lot with two existing detached residential units is proposed to be divided pursuant to this section, each resulting lot shall have frontage on, and/or legal access to, a public street or alley. The following standards in Table 11-20.100.050.A, Secondary Single-Family Dwelling, shall also be met.

1. Existing residential units shall maintain building separation requirements of applicable Sections for the R1N, MR and HR Zones, to the maximum extent feasible.

2. Lots proposed to be divided: the new property line shall be drawn in such a manner as to divide this distance approximately equally between the two new lots, but in no case shall a new property line be drawn between existing structures that would be inconsistent with applicable City Building Code separation requirements.

Table 11-20.100.050.A: Secondary Single-Family Dwelling

Building Placement Requirements	
-	Existing residential units shall maintain building separation requirements of applicable sections for the MR and HR Zones.
	Lots proposed to be divided: the new property line shall be drawn in such a manner as to divide this distance approximately equally between the two new lots, but in no case shall a new property line be drawn between existing structures that would be inconsistent with applicable City Building Code separation requirements.
Lot Requirements	
	5,000 sf in MR and HR Zones

~~Lot Size (min.)~~	~~If the lot is proposed to be divided: the smaller of the two remaining lots shall be at least 40% of the original lot or 2,000 sf, whichever is larger~~
~~Lot Width (min.)~~	~~50'~~
	~~If the lot is proposed to be divided, the smaller of the two remaining lots shall have a lot width of at least 40'~~
~~Lot Depth (min.)~~	~~75'~~
	~~If the lot is proposed to be divided, the smaller of the two remaining lots shall have a lot depth of at least 40'~~
~~Building Form Requirements~~	
~~Lot Coverage (max.)~~	~~40%~~
	~~If the lot is proposed to be divided, each remaining lot shall have maximum coverage of 40%~~
~~Utilities~~	
~~-~~	~~If the lot is proposed to be divided, each residential unit shall be provided with separate utility services in approved locations, subject to the provision of utility easements as necessary.~~

11-20.60

Boundary Adjustments

Sections:

11-20.60.010 Boundary Adjustments

11-20.60.010 Boundary Adjustments

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A. When a common lot line between two adjoining parcels requires adjustment, the submittal requirements and procedures for a land split provided in Division 11-20.100, Land Splits or Combinations, shall be followed for review and approval by the Director.

B. In addition to the submittal requirements for a land split or combinations established in Section 11-20.100.040, Land Split and Combination Applications, the written consent of all owners of the real property associated with the proposed boundary adjustment shall be submitted.

11-20.70

Subdivision Design Standards and Requirements

Sections:

11-20.70.010 In General

11-20.70.020 Lot Design

11-20.70.030 Street Design

11-20.70.040 Alley and Easement Design

11-20.70.050 Block Design

11-20.70.010 In General

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Except where expressly modified by the City Council, each subdivision plat shall be in conformity with the standards set forth or referred to in this chapter and the Engineering Standards.

A. All lots or parcels created by the subdivision of land shall have their own frontage to a public or private street. Public and private streets shall be designed and improved to public street standards in

accordance with the street design standards provided in Section 11-20.120.030, Street Design, and the Engineering Standards.

B. Driveways shall be designed in accordance with the standards established in the Engineering Standards and City Code, Title 4, Section 4-01-001-0005, Amendments.

C. The site planning standards provided in City Code, Title 10, Zoning Code, Division 10-30.60, Site Planning Design Standards, shall also be applied to the maximum extent feasible to the design of all new subdivisions.

11-20.70.020 Lot Design

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A. The size, shape, and orientation of lots in the subdivision shall be appropriate to the location of the proposed subdivision and to the type of development contemplated. Lot width, depth, frontage, area and building setbacks shall comply with the minimum requirements of the Zoning Code (Title 10 of the City Code) and shall be appropriate for the location and character of development proposed and for the type and extent of street and utility improvements being installed. Where steep topography, unusual soil conditions or drainage problems exist or prevail, special lot width, depth and area standards may be considered. Innovative development approaches, such as clustered or planned development, should be explored in the interest of producing unique, environmentally-sensitive projects. Refer to City Code Title 10, Zoning Code, Section 10-40.60.250, Planned Residential Development.

B. No remnants of property shall be left in the subdivision that does not conform to lot requirements, unless required for a private utility or public purpose.

C. All subdivisions shall result in the creation of lots which are capable of being lawfully built upon. Except for parcels or tracts to be maintained as open space, no subdivision shall create lots which are physically unsuitable for improvement due to size or shape, steepness of terrain, location of water courses, problems of sewage or driveway grades, or other natural physical conditions.

D. Lots having double frontage shall be avoided except where necessary to provide separation of residential development from traffic arterials, to provide ingress and egress in commercial or industrial subdivisions, or to overcome specific disadvantages of topography and orientation.

E. Corner lots may be required to be wider than interior lots to provide for setback requirements.

F. Lot lines shall be located on or near the crest of ridges to preclude prominent line of sight building construction. Where feasible, the buildable area of a lot (i.e. the area within the setbacks) shall not be located on or near the crest of ridge lines.

G. The construction envelope on a lot shall be determined by the setback requirements for the lot and the location of natural topographic features such as watercourses, rock outcrops, native vegetation and trees. The Director may, upon application by the property owner, modify the construction envelope for an individual lot as shown on the final plat, provided that:

1. The revised construction envelope is equally as sensitive to the natural conditions as the original construction envelope;

2. The area of the construction envelope is not enlarged; and,

3. Setback requirements are not amended.

11-20.70.030 Street Design

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A. The minimum requirements for street design are established in the Engineering Standards.

B. Standard utility locations shall comply with the Engineering Standards.

C. Local streets shall be designed to promote connectivity by creating a comprehensive grid-like network of vehicular and pedestrian connections to provide diversity of route choices between the proposed subdivision and existing streets and pedestrian routes, unless topographic conditions preclude such connectivity.

D. Names of streets should be consistent with the natural alignments and extensions of existing streets and the City's Address Policy. New street names should not duplicate, in whole or in part, or be confused with existing names.

E. Local circulation systems and land development patterns shall be designed so that multiple modes of transportation shall be considered and that the efficiency of bordering arterial routes is maintained.

F. Proposed streets, as designated by the City, shall be extended to the tract boundary to provide future connection with adjoining unplatted lands. The street pattern in the subdivision shall not land lock adjacent property nor prevent access to public land.

G. The functional classification of streets shall be assigned by the City.

H. Whenever a tract to be subdivided includes any part of a street designated in an adopted General Plan, the street shall be platted in conformance with the General Plan.

I. Whenever a tract to be subdivided is located within an area for which a development master plan has been approved by the Planning Commission, the street arrangement shall conform substantially to this plan.

J. Streets shall be designed in relation to existing topography to produce streets of reasonable gradient to facilitate adequate drainage and to produce desirable lots of maximum utility. Where feasible, streets shall be placed along the top of ridges to minimize the extent of grading and reduce the visual impact of development.

K. Boundary streets (half streets) shall be discouraged except where necessary to provide right-of-way required by the General Plan, to complete a street pattern already begun or to insure reasonable development of a number of adjoining parcels. Where a platted half street abuts the tract to be subdivided, the remaining half shall usually be platted within the tract.

11-20.70.040 Alley, Lane, and Easement Design

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A. Alleys and lanes shall be designed and constructed in accordance with City regulations and standards.

B. Easements shall be provided and dedicated where deemed necessary for specific purposes for use by the general public, corporations, or the City of Flagstaff. Easements necessary to assure non-motorized access to adjacent public lands shall be provided to the satisfaction of the Director. Such easement shall not prevent the reasonable improvement of any development. Pedestrian, bicycle and equestrian ways may be required where essential for circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities. Pedestrian ways may be used for utility purposes.

C. A non-vehicular access restriction prohibiting vehicular access from the collector or arterial street side of a double frontage or corner residential lot is required, except in Traditional Neighborhood developments approved as part of a Traditional Neighborhood Community Plan (See City Code Title 10, Zoning Code, Division 10-30.80, Traditional Neighborhood Community Plans.

D. The subdivider shall dedicate a right-of-way or easement for storm drainage conforming substantially to the line of any watercourse that traverses the land; or at the option of the City, the subdivider shall provide by dedication further and sufficient easements or construction, or both, to dispose of such surface and stormwater, upon the direction of the City Engineer.

11-20.70.050 Block Design

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A. Blocks in non-transect zones shall not normally exceed 1,200 feet in length measured from the property lines, except in hillside developments or where a subdivision of one-half acre lots or larger justify or require a variation from this requirement, or where there are unusual conditions of the property being subdivided.

B. Blocks shall normally have sufficient width for an ultimate layout of two tiers of sized in accordance with the minimum requirements of the zoning district in which the subdivision is proposed. See City Code Title 10, Zoning Code, Chapter 10-40, Specific to Zones.

C. Blocks shall not normally be less than 400 feet in length (measured from the property lines), except where it is necessary due to unusual conditions of the property being subdivided and not merely convenience.

D. The standards provided in Sections 11-20.120.050A through C shall not apply in new traditional neighborhood developments approved under the provisions of City Code Title 10, Zoning Code, Division 10-30.80, Traditional Neighborhood Community Plans.

11-20.80

Minimum Required Subdivision Improvements

Sections:

11-20.80.010 In General

11-20.80.020 Minimum Improvements Required

11-20.80.010 In General

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A. It shall be the responsibility of the subdivider to improve all streets, pedestrian ways, alleys and easements in the subdivision and adjacent to it as required to serve the subdivision. No permanent improvement work shall be commenced until improvement plans have been approved by the City Engineer. Improvements shall be installed to the permanent line and grade and to the satisfaction of the City Engineer, and in accordance with the standard subdivision specifications of the City of Flagstaff. The cost of the inspection shall be paid by the subdivider.

B. For subdivisions that will be platted and developed in more than a single phase, the final plat and assurance of performance for improvements shall represent only the limits of each individual phase proposed for development. Each phase of a subdivision shall have improvements designed to be fully

operational and functional in perpetuity without reliance on the development of future phases. Construction plans submitted for approval shall not represent multiple phases and shall depict only the design of improvements necessary to make an individual phase operational and functional.

11-20.80.020 Minimum Improvements Required

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A. The minimum requirements for public improvements for new subdivisions are provided in City Code Title 10, Zoning Code, Division 10-30.50 (Public Improvements).

11-20.90
Modifications

Sections:

11-20.90.010 Modifications

11-20.90.010 Modifications

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A. Where, in the opinion of the City Council, there exists extraordinary conditions of topography, land ownership, or adjacent development, or other circumstances not provided for in these regulations, the City Council may modify the provisions of this Title in such a manner and to such extent as it may deem appropriate to the public interest. The burden of proof for City Council determination of a modification rests with the subdivider. The written request for modification shall be made to the Director and shall be submitted to the City Council after review and recommendation by the Planning Commission.

B. In modifying the standards or requirements of these provisions, as outlined above, the City Council may make such additional requirements as appear necessary in its judgment to secure substantially the objectives of the standards or requirements so modified.

11-20.100

Reversion to Acreage

Sections:

11-20.100.010 Purpose

11-20.100.020 Reversion Application Required

11-20.100.030 Action by the Planning Commission

11-20.100.040 Action by the City Council

11-20.100.050 Recording of Survey

11-20.100.010 Purpose

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This division establishes the procedures for the reversion to acreage of any subdivided lands upon approval by the City Council.

11-20.100.020 Reversion Application Required

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To initiate a reversion to acreage, an application for reversion must be filed with the Director. All applications for reversion to acreage shall be submitted to the Director in writing on a form prescribed by the City. The application shall include the information and materials specified in the checklist for

reversion to acreage, together with the required fee established in City Code Title 10, Zoning Code, Appendix 2, Planning Fee Schedule. Upon receipt of an application for reversion to acreage, the Director shall conduct an investigation and prepare a report for presentation to the Planning Commission at a public meeting.

11-20.100.030 Action by the Planning Commission

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The Planning Commission shall conduct a public meeting on an application for reversion to acreage in accordance with the Review Schedule on file with the Planning Section. Upon completion of the hearing, the Planning Commission shall recommend that the City Council approve, approve in modified form, or deny the application. Any action to recommend approval shall be based on all of the following findings:

A. That the subdivided lands to revert to acreage are under one ownership entity;

B. That no immediate use of such subdivided lands as they were intended appears imminent;

C. That such reversion to acreage will not be detrimental to the general welfare of the public.

11-20.100.040 Action by the City Council

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Upon receipt of a recommendation from the Planning Commission, the City Council shall conduct a public meeting on an application for reversion to acreage. The City Council shall approve, approve in modified form, or deny the application. Any action to approve shall be based on all of the findings set forth in Section 11-20.150.030, Action by Planning Commission.

11-20.100.050 Recording of Survey

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The applicant shall record with the County Recorder a survey of all lands approved for reversion to acreage prepared by a surveyor or engineer licensed by the State of Arizona and a copy of the abandonment of subdivision filed with the Arizona Department of Real Estate.

11-20.110

Abandonment or Vacation of Public Right-of-Way

Sections:

11-20.110.010 Purpose

11-20.110.020 Procedures

11-20.110.030 Submittal Requirements

11-20.110.040 Effective Date

11-20.110.050 Appeals

11-20.110.010 Purpose

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The purpose of this division is to provide procedures for the abandonment or vacation of public rights-of-way or portions thereof (including streets, alleys, or public access easements).

11-20.110.020 Procedures

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A. Initiation. The abandonment or vacation of public right-of-way may be initiated by the City Council, the City Manager or the City Engineer, as well as any property owner who owns land adjoining the public right-of-way contemplated for abandonment or vacation.

B. Process.

1. The processing procedure for a written request for abandonment or vacation by the City Engineer shall include:

a. The written request for abandonment or vacation shall be checked for compliance with required submittal information;

b. A location map of the area proposed to be abandoned or vacated showing abutting properties and a vicinity map, if necessary; and,

c. A memorandum stating the reasons for requested abandonment or vacation.

2. The memorandum and map of the requested abandonment or vacation of public right-of-way shall be forwarded to all public utility companies, City divisions and agencies serving the proposed area to be abandoned or vacated to request their review and comments.

3. For public rights-of-way, including roadways as defined in A.R.S. § 28-7201, notice shall be provided in the manner specified in A.R.S. § 28-20, Article 8, Disposition of Public Roadways.

C. Staff Report. The City Engineer in consultation with the Water Services~~Utilities~~ Director and Public Works Director shall prepare and transmit a staff report to the City Council. The report shall include an evaluation of the consistency of the proposed vacation or abandonment with the General Plan, Zoning Code, any applicable Specific Plan, and all applicable Water Services~~Utilities~~ and Public Works Division standards. The staff report shall also provide an analysis and recommendation. A copy of the staff report shall be made available to the public and affected parties prior to the public hearing.

D. Action by the City Council. Upon receipt of a recommendation from the Planning Commission, the City Council shall conduct a public hearing. Upon completion of this hearing, the City Council shall approve, approve in modified form, or deny the application. Approval shall be by resolution.

E. Recordation. The City Clerk~~Engineer~~ shall record the final vacation resolution with the office of the Coconino County Recorder.

11-20.110.030 Submittal Requirements

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All applications for the vacation of public streets or easements shall be submitted to the City Engineer in writing on a form prescribed by the City. The application shall include the information and materials

specified in the checklist for the Abandonment of Public Rights-of-Way, together with the required fee established in City Code Title 10, Zoning Code, Appendix 2, Planning Fee Schedule.

11-20.110.040 Effective Date

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The effective date of vacation of streets and easements is the date of City Council approval.

11-20.110.050 Appeals

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Decisions of the City Council on the vacation of streets and easements are final.

11-20.120
Violations

Sections:

11-20.120.010 Violations

11-20.120.010 Violations

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A. It shall be a Class 1 misdemeanor to achieve or attempt to achieve a land split or combination or to establish or attempt to establish a subdivision of any land within the City of Flagstaff without first having obtained the approval of the City Council or Director as required by this Chapter.

B. It shall be a Class 1 misdemeanor to record or attempt to record a subdivision plat or land spit or combination map with the Coconino County Recorder if such plat or map includes any land within the City and such plat or map has not been given approval by the City Council or Director, or the necessary certifications and signatures of approval have not been obtained as required by this Chapter.

11-20.130

Appeals

Sections:

11-20.130.010 Appeals

11-20.130.010 Appeals

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The following appeal procedures shall be utilized by all parties.

A. Appeal of a decision by the Director.

1. During the course of boundary adjustment land split/combination, preliminary plat, final plat and Master Block Plat preparation and review, a decision of the Director may be appealed to the Planning Commission within ten days of such decision.

a. The appeal shall be filed with the Director on a form prescribed for this purpose provided by the City describing the reason(s) for, and details of, the appeal.

b. The appeal shall be acted upon by the Planning Commission within 45 days of the date upon which the appeal is filed, unless circumstances beyond the control of the Planning Commission require a longer review period.

(1) In this case, the Director shall notify the appellant when the appeal will be heard by the Planning Commission, but in no case shall the review period be longer than 60 days from the date the appeal is filed with the City.

2. If the issues are not reconciled by the Planning Commission, the City Council shall hear, review, and decide upon the appeal as outlined in Subsection "B" below.

3. The findings of the City Council shall be incorporated into the plat or map and, if found necessary by the City Council, the plat or map shall be resubmitted for review by the Director, to assure conformity to the City Council's decisions and other requirements.

B. Appeal of Planning Commission

1. Decisions reached by the Planning Commission during the course of preliminary plat ~~review, and~~review and appeals of a decision of the Director as described in Section 11-20.180.010A, may be appealed to the City Council. An appeal shall be filed within ten days of such decision with the Director. The City Council shall act upon the appeal within 45 days of the date upon which the appeal was filed with the Director, unless circumstances beyond the control of the City Council require a longer review period. In this case, the Director shall notify the appellant when the appeal will be heard by the City Council, but in no case shall the review period be longer than 60 days from the date the appeal is filed with the City.

~~C. Parcel Division. If two residential units exist on a lot in conformance with subsection (A) of this section, such lot may be divided, upon application through the modified subdivision process set forth in Division 11-20.10, Title and Authority, or land split procedure outlined in Division 11-20.100, Land Splits and Combinations, into two separate lots, one for each residential unit, if the following requirements are met:~~

~~1. The lot line created between the two residential units shall be substantially perpendicular to the side lot lines if the buildings are located in the front and rear portions of the original lot, or to the front and rear lot lines if the buildings are located side by side;~~

~~2. The division complies with the Land Split requirements of Chapter 11-20, Subdivision and Land Split Regulations, except as modified by this Section for development standards in the MR and HR Zones not subject to the resource protection overlay;~~

~~3. If the proposed property division is a land split and the lot boundaries are set by a recorded plat and all public improvements exist along the entire frontage of the property prior to splitting, then the division may be processed as a land split in compliance with Division 11.20.10, Title and Authority; and~~

~~4. If the City Engineer determines that as a result of the proposed property division public improvements are required in compliance with Section 10-30.50.060, Minimum Requirements, then the property division shall follow the modified subdivision process as defined in Division 11-20.90, Modified Subdivision Process. (Ord. 2016-07, Amended, 02/16/2007. Formerly 10-40.60.300)~~

Alternative #1 – Original Draft with staff suggested changes.

11-20.40.070 Plat Amendments

A. Certificate of Correction. The Director and City Engineer may approve minor amendments to a recorded subdivision plat without re-platting the subdivision, through a Certificate of Correction.

1. Allowable minor change items include the following:

    a. Engineering Errors. Change is due to an obvious error or omission in the preparation of the final plat. This does not include design errors; changes to or relocations of any parcel or easement boundary or line; or changes to the legal description or the land area which is included in the subdivision.

    b. Name changes, including but not limited to change in the names of subdivisions, streets, or places.

2. The Certificate of Correction shall include the following information:

    a. The corrections and/or changes requested;

    b. The date the plat was recorded;

    c. The instrument number of the plat which is to be modified;

    d. Signature lines for approval by the Director and City Engineer.

3. The Certificate of Correction shall be recorded prior to any act on the changes.

B. Replat. Any request to vacate, alter, or amend some or all of a recorded subdivision plat that does not include a certificate of correction, boundary adjustments, abandonment or vacation of public rights-of-way **or private street tracts**, or a reversion to acreage.

1. Petition for Replat. The City on its own initiative may consider the vacation, alternation, or amendment of a subdivision plat. Any fee owner of property lying within a recorded subdivision plat may petition the City to vacate, alter, or amend some or all of the subdivision plat. The petition shall include the following:

    a. The name and address of all owners of record of the land contained in the entire plat or on that portion of the plat described in the petition;

    b. The signature of each of the owners identified in the petition; and

c. If the land described in the petition is owned in common for the benefit of all other fee owners within the subdivision boundaries, the signatures of each owner within the subdivision plat shall be provided unless individual representatives are elected through covenants, conditions, and restrictions **or as designated on the subdivision plat**.

2. Notice. Notice of any subdivision replat shall be provided as specified in City Code Title 10, Zoning Code, Subsection 10-20.30.080 Notice of Public Hearing to all fee owners within the subdivision plat boundaries **if the signatures required in Subsection 11-20.40.070.B.1.c are not provided**. The notice must include provisions for any fee owners to object in writing to the City within 15 days of the mailed notice.

3. Replat Review and Approval. The replat shall be reviewed and approved in accordance with the provision for final plat review and approval except as modified below:

a. If the City receives written objections within the required timeframes from any fee owner within the boundaries of the subdivision plat to be re-platted the matter shall be referred to the City Council for review and approval.

4. Grounds for Approving a Replat. The Director and City Engineer or City Council may approve a re-plat if they find that there is good cause for the replat, and no public street or municipal utility easement has been vacated or amended.

Alternative #2 – Based on Commission Discussion

11-20.40.070 Plat Amendments

A. Certificate of Correction. The Director and City Engineer may approve minor amendments to a recorded subdivision plat without re-platting the subdivision, through a Certificate of Correction.

4. Allowable minor change items include the following:

    a. Engineering Errors. Change is due to an obvious error or omission in the preparation of the final plat. This does not include design errors; changes to or relocations of any parcel or easement boundary or line; or changes to the legal description or the land area which is included in the subdivision.

    b. Name changes, including but not limited to change in the names of subdivisions, streets, or places.

5. The Certificate of Correction shall include the following information:

    a. The corrections and/or changes requested;

    b. The date the plat was recorded;

    c. The instrument number of the plat which is to be modified;

    d. Signature lines for approval by the Director and City Engineer.

6. The Certificate of Correction shall be recorded prior to any act on the changes.

C. Replat. Any request to vacate, alter, or amend some or all of a recorded subdivision plat that does not include a certificate of correction, boundary adjustments, abandonment or vacation of public rights-of-way, or a reversion to acreage.

5. Petition for Replat. The City on its own initiative may consider the vacation, alternation, or amendment of a subdivision plat. Any fee owner of property lying within a recorded subdivision plat may petition the City to vacate, alter, or amend some or all of the subdivision plat. The petition shall include the following:

    d. The name and address of all owners of record of the land contained in the entire plat or on that portion of the plat described in the petition;

    e. The signature of each of the owners identified in the petition; and

f. If the land described in the petition is owned in common for the benefit of all other fee owners within the subdivision boundaries, the signatures of **at least 51% of all** ~~**each**~~ owner**s** within the subdivision plat shall be provided unless individual representatives are elected through covenants, conditions, and restrictions.

6. Notice. Notice of any subdivision replat shall be provided as specified in City Code Title 10, Zoning Code, Subsection 10-20.30.080 Notice of Public Hearing to all fee owners within the subdivision plat boundaries. The notice must include provisions for any fee owners to object in writing to the City within 15 days of the mailed notice.

7. Replat Review and Approval. The replat shall be reviewed and approved in accordance with the provision for final plat review and approval except as modified below:

b. If the City receives written objections within the required timeframes from any fee owner within the boundaries of the subdivision plat to be re-platted the matter shall be referred to the City Council for review and approval.

8. Grounds for Approving a Replat. The Director and City Engineer or City Council may approve a re-plat if they find that there is good cause for the replat, and no public street or municipal utility easement has been vacated or amended.

Alternative #3 – Based on Commission Discussion

11-20.40.070 Plat Amendments

A. Certificate of Correction. The Director and City Engineer may approve minor amendments to a recorded subdivision plat without re-platting the subdivision, through a Certificate of Correction.

7. Allowable minor change items include the following:

    a. Engineering Errors. Change is due to an obvious error or omission in the preparation of the final plat. This does not include design errors; changes to or relocations of any parcel or easement boundary or line; or changes to the legal description or the land area which is included in the subdivision.

    b. Name changes, including but not limited to change in the names of subdivisions, streets, or places.

8. The Certificate of Correction shall include the following information:

    a. The corrections and/or changes requested;

    b. The date the plat was recorded;

    c. The instrument number of the plat which is to be modified;

    d. Signature lines for approval by the Director and City Engineer.

9. The Certificate of Correction shall be recorded prior to any act on the changes.

D. Replat. Any request to vacate, alter, or amend some or all of a recorded subdivision plat that does not include a certificate of correction, boundary adjustments, abandonment or vacation of public rights-of-way, or a reversion to acreage.

9. Petition for Replat. The City on its own initiative may consider the vacation, alternation, or amendment of a subdivision plat. Any fee owner of property lying within a recorded subdivision plat may petition the City to vacate, alter, or amend some or all of the subdivision plat. The petition shall include the following:

    g. The name and address of all owners of record of the land contained in the entire plat or on that portion of the plat described in the petition;

    h. The signature of each of the owners identified in the petition; and

i. If the land described in the petition is owned in common ~~for the benefit of all other~~ **by all** fee owners within the subdivision boundaries, **such as in a condominium,** the signatures owner within the subdivision plat shall be provided unless individual representatives are elected through covenants, conditions, and restrictions.

10. Notice. Notice of any subdivision replat shall be provided as specified in City Code Title 10, Zoning Code, Subsection 10-20.30.080 Notice of Public Hearing to all fee owners within the subdivision plat boundaries. The notice must include provisions for any fee owners to object in writing to the City within 15 days of the mailed notice.

11. Replat Review and Approval. The replat shall be reviewed and approved in accordance with the provision for final plat review and approval except as modified below:

c. If the City receives written objections within the required timeframes from any fee owner within the boundaries of the subdivision plat to be re-platted the matter shall be referred to the City Council for review and approval.

12. Grounds for Approving a Replat. The Director and City Engineer or City Council may approve a re-plat if they find that there is good cause for the replat, and no public street or municipal utility easement has been vacated or amended.

Alternative #4 – Based on Public Comments

11-20.40.070 Plat Amendments

A. Certificate of Correction. The Director and City Engineer may approve minor amendments to a recorded subdivision plat without re-platting the subdivision, through a Certificate of Correction.

10. Allowable minor change items include the following:

    a. Engineering Errors. Change is due to an obvious error or omission in the preparation of the final plat. This does not include design errors; changes to or relocations of any parcel or easement boundary or line; or changes to the legal description or the land area which is included in the subdivision.

    b. Name changes, including but not limited to change in the names of subdivisions, streets, or places.

11. The Certificate of Correction shall include the following information:

    a. The corrections and/or changes requested;

    b. The date the plat was recorded;

    c. The instrument number of the plat which is to be modified;

    d. Signature lines for approval by the Director and City Engineer.

12. The Certificate of Correction shall be recorded prior to any act on the changes.

E. Replat. Any request to vacate, alter, or amend some or all of a recorded subdivision plat that does not include a certificate of correction, boundary adjustments, abandonment or vacation of public rights-of-way, or a reversion to acreage.

13. Petition for Replat. The City on its own initiative may consider the vacation, alternation, or amendment of a subdivision plat. Any fee owner of property lying within a recorded subdivision plat may petition the City to vacate, alter, or amend some or all of the subdivision plat. The petition shall include the following:

    j. The name and address of all owners of record of the land contained in the entire plat or on that portion of the plat described in the petition;

    k. The signature of each of the owners identified in the petition; and

l. If the land described in the petition is owned in common ~~for the benefit of all other~~ **by all** fee owners within the subdivision boundaries, **such as in a condominium,** the signatures owner within the subdivision plat shall be provided unless individual representatives are elected through covenants, conditions, and restrictions.

~~**14. Notice. Notice of any subdivision replat shall be provided as specified in City Code Title 10, Zoning Code, Subsection 10-20.30.080 Notice of Public Hearing to all fee owners within the subdivision plat boundaries. The notice must include provisions for any fee owners to object in writing to the City within 15 days of the mailed notice.**~~

15. **2.** Replat Review and Approval. The replat shall be reviewed and approved in accordance with the provision for final plat review and approval except as modified below:

~~**d. If the City receives written objections within the required timeframes from any fee owner within the boundaries of the subdivision plat to be re-platted the matter shall be referred to the City Council for review and approval.**~~

~~**16. Grounds for Approving a Replat. The Director and City Engineer or City Council may approve a re-plat if they find that there is good cause for the replat, and no public street or municipal utility easement has been vacated or amended.**~~

GAMMAGE & BURNHAM, PLC
ATTORNEYS AT LAW
40 NORTH CENTRAL AVENUE
20TH FLOOR
PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

WRITER'S DIRECT LINE
(602) 256-4471

October 21, 2024

Planning & Zoning Commission
Tiffany Antol, Zoning Code Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

RE: PZ-24-00009 – Subdivision Process Amendment

Dear Tiffany and Members of the Planning & Zoning Commission:

On behalf of the various development partners we represent in the City, I am specifically writing to express our opposition to a portion of the proposed amendment to Title 11 of the City Code. While we support the City's goal to make plat approval more efficient, we continue to be adamantly opposed to the process being proposed for a replats (Section 11-20.40.070.B).

While the majority of the proposed amendment will simplify the subdivision process, Section 11-20.40.070.B will do the opposite. This proposed section requires public notice for land divisions, allows adjoining property owners to demand City Council review, and creates a very vague "good cause" standard for approval. Rather than streamlining the process, this provision makes plat approval a political decision, when it is supposed to be administrative.

A plat is a division of property. A plat must adhere to zoning, subdivision, and engineering requirements such as lot size, setbacks, road widths, etc. If the proposed plat meets such requirements, it must be approved. However, the amendment puts plat approval in the "hands" of the public. Under the amendment, someone with no ownership interest in the subject land would have say in whether it can be re-subdivided, and the "good cause" standard allows the City to deny a replat even when it meets all zoning, subdivision, and engineering requirements. A division of land does not belong in the court of public opinion. It either meets code requirements or it does not.

The proposed replat process is also contrary to the purpose of Senate Bill 1103. In 2023, Governor Hobbs signed SB 1103, allowing cities and towns to approve plats and other development plans without public hearing. The purpose of allowing administrative approvals is to streamline the development process, making it simpler, faster, and less expensive to develop land. By reducing the time and cost that goes into development, the bill aims to increase housing supply and reduce housing costs.

This is especially important in Flagstaff, since the City declared a housing crisis several years ago. Creating additional obstacles to plat approval will make it even more difficult for developers in the City to deliver affordable housing.

In addition to the approval process outlined above, we have significant concerns with the drafted language for the petition requirements. Specifically, Section B.1.c requires signatures of all owners in a subdivision plat when the land is "owned in common for the benefit of all fee owners." We have not seen such language in other jurisdictions are concerned with how it would be interpreted. Common ownership is an element of condominiums and other similar properties, such as cooperatives. In the case of a condominium, we agree that every person with an ownership interest in a common area must consent to a replat.

However, our concern is that this language will be incorrectly applied to single-family subdivisions. Although condominium owners have a legitimate ownership interest in common areas, the same is not true of lot owners and common tracts. Tracts in single-family subdivisions are independently owned by individual entities, such as a developer or HOA. The other fee owners in the subdivision *do not* have an ownership interest in that land. At most, the neighbors may have an easement over the land created through private CC&Rs. To require the consent of those without an ownership interest in the land would be unconstitutional, as we have previously communicated to Staff.

Additionally, there are communities in Flagstaff with 600+ homes benefitting from the same HOA. To obtain signatures from hundreds of homeowners would be nearly impossible. Thus, we are proposing a revision to clarify this section.

Attached to this letter are our proposed edits to Section 11-20.40.070.B. We appreciate your consideration of this matter and look forward to the opportunity to speak at the October 23, 2024 Planning & Zoning Commission hearing.

Sincerely,

GAMMAGE & BURNHAM

By
Lindsay C. Schube

LCS/cap

11-20.40.070 Plat Amendments

...

B. Replat. Any request to vacate, alter, or amend some or all of a recorded subdivision plat that does not include a certificate of correction, boundary adjustments, abandonment or vacation of public rights-of-way, or a reversion to acreage.

1. Petition for Replat. The City on its own initiative may consider the vacation, alternation, or amendment of a subdivision plat. Any fee owner of property lying within a recorded subdivision plat may petition the City to vacate, alter, or amend some or all of the subdivision plat. The petition shall include the following:

a. The name and address of all owners of record of the land contained in the entire plat or on that portion of the plat described in the petition;

b. The signature of each of the owners identified in the petition; and

c. If the land described in the petition is owned in common ~~for the benefit of all other~~ by all fee owners within the subdivision boundaries, such as in a condominium, the signatures of each owner within the subdivision plat shall be provided unless individual representatives are elected through convents, conditions and restrictions.

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~~3.~~ 2. Replat Review and Approval. The replat shall be reviewed and approved in accordance with the provision for final plat review and approval. ~~except as modified below:~~

~~a. If the City receives written objections within the required timeframes from any fee owner within the boundaries of the subdivision plat to be re-platted the matter shall be referred to the City Council for review and approval.~~

~~4. Grounds for Approving a Replat. The Director and City Engineer or City Council may approve a re-plat if they find that there is good cause for the replat, and no public street or municipal utility easement has been vacated or amended.~~

City Code Title 11 Subdivision Process Code Amendment

PZ-24-00009

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

City Code – Subdivision Process

City's Proposed Zoning Code Text Amendment

The proposed amendment includes:

Divisions (Chapter 11-20):
Combines former Divisions 11-20.40, 11-20.50, 11-20.60, 11-20.70, 11-20.80, and 11-20.90, so that all required plat types fall under the general category of subdivision procedures and requirements.

Applicability (Section 11-20.30-010):
Changes the Modified Subdivision Process to no more than 10 lots (previously 4) as permitted by Arizona Revised Statutes and includes land splits over 2.5 acres as there was previously no process for these type of land splits.

City Code – Subdivision Process

City's Proposed Zoning Code Text Amendment

Preliminary Plat (11-20.40.030):

Adds the following to preliminary plat submission requirements:

- An ALTA survey that delineates all easements and encumbrances in graphic form completed within six months of the preliminary plat submittal.
- A Notice of Right to Appeal Exactions Owner Certification.
- Project Narrative requirements.
- Adds Mountain Line or public transit operator to listing of agencies that need to be consulted.
- Revises the Preliminary Plat Review and Approval process to allow for administrative approvals.

City Code – Subdivision Process

City's Proposed Zoning Code Text Amendment

Final Plat (11-20.40.040)

Adds the following to final plat submission requirements:

- A closure report signed and sealed by a registered surveyor that indicates the boundary of the platted property to have a mathematical closure of not less than 0.01 feet.
- A registered surveyor shall provide a signed and sealed certification that there are no conflicting encumbrances.
- Adds language about dedications.
- Revises the Final Plat Review and Approval process to allow for administrative approvals.
- Provides additional requirements for final plat recordation, including that all dedications have been accepted by Council, and the City Clerk is responsible for recording.

City Code – Subdivision Process

City's Proposed Zoning Code Text Amendment

Master Block Plats (11-20.40.050)

Revises the previous Master Development Plan into a Master Block Plat process to assist with the development of a large or complicated land area.

Modified Subdivision Process (11-20.40.060)

Allows up to 10 lots through the modified subdivision process.

Deletes the requirement for a Concept Plat.

City Code – Subdivision Process

City's Proposed Zoning Code Text Amendment

Plat Amendment (11-20.40.070)
This section creates different processes for amending subdivision plats including Replats and Certificate of Corrections.

4 options provided for text

Land Split or Combination Procedures and Requirements (11-20.050.020):
Adds a requirement that water and sewer services be provided to the frontage of each lot in areas served by the City of Flagstaff. Water or sewer services and/or yard lines shall not cross any other parcel.

City Code – Subdivision Process

Recommendation

The Planning and Zoning Commission, in accordance with the findings in the staff report, made a recommendation to the City Council for approval of the City Code Text Amendment.

City Code – Subdivision Process

Questions, Comments, and Suggestions

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Bryce Doty, Real Estate Manager

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Adoption of Ordinance No. 2024-27: An ordinance of the City Council of the City of Flagstaff, authorizing the exchange of real property of substantially equal value, with property owner Gary S. Christensen M.D.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-27 by title only for the final time
2. City Clerk reads Ordinance No. 2024-27 by title only (if approved above)
3. Adopt Ordinance No. 2024-27

Executive Summary:

The existing Schultz Y Trail head was enlarged during the construction of the Schultz Detention Basins. Approximately 2 acres of the trail head parking is on private property owned by Gary Christensen. This is one of the most popular trail heads in town with access to the forest service Mount Elden Dry Lakes system. Owning the entirety of the trail head opens up the ability to formalize it, secure grants for trail head development and partner with outside agencies such as the forest service on maintenance and operations.

This Ordinance authorizes an exchange of real property of substantially equal value with Gary Christensen necessary to own the entirety of the trailhead. City will receive fee simple title to that certain real property legally described in Exhibit 1 consisting of 80,586 square feet of land, partially encumbered by a road, for the Schultz Trailhead Project. The exchange parcel Gary Christensen will receive comprises the City-owned land adjacent to his home on the detention basin parcel. This land is not needed for drainage purposes. The fee simple title to that certain real property legally described in Exhibit 2 consists of 58,370 square feet of land.

The exchange of properties for this purpose have been evaluated and endorsed by Water Services, FUTS, and the Open Space Commission.

The City Council will be asked to consider approval of a separate exchange agreement at a future public meeting.

Financial Impact:

Project Name: Schultz Trailhead
Cost: Approximately $2000 in title and settlement fees
Account Number Budgeted: 403-09-421-3247-5-4431
FY Budgeted Amount: $1,664,511.00
Grant Funded: NO
Funding Source: 2004 FUTS/Neighborhood Open Space General Obligation Bond

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:
1. Retain City parcel and purchase the needed land from Gary Christensen.

Connection to PBB Priorities and Objectives:
Priority Based Budget Key Community Priorities and Objectives
Safe & Healthy Community - Promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options
Sustainable and Innovative Infrastructure - Provide, manage, and maintain effective infrastructure for multimodal and active transportation
Livable Community - Provide amenities and activities that support a healthy lifestyle

Connection to Regional Plan:
Regional Plan
Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.

Connection to Carbon Neutrality Plan:
Carbon Neutrality Plan
Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Connection to 10-Year Housing Plan:
None

Connection to Division Specific Plan:
None

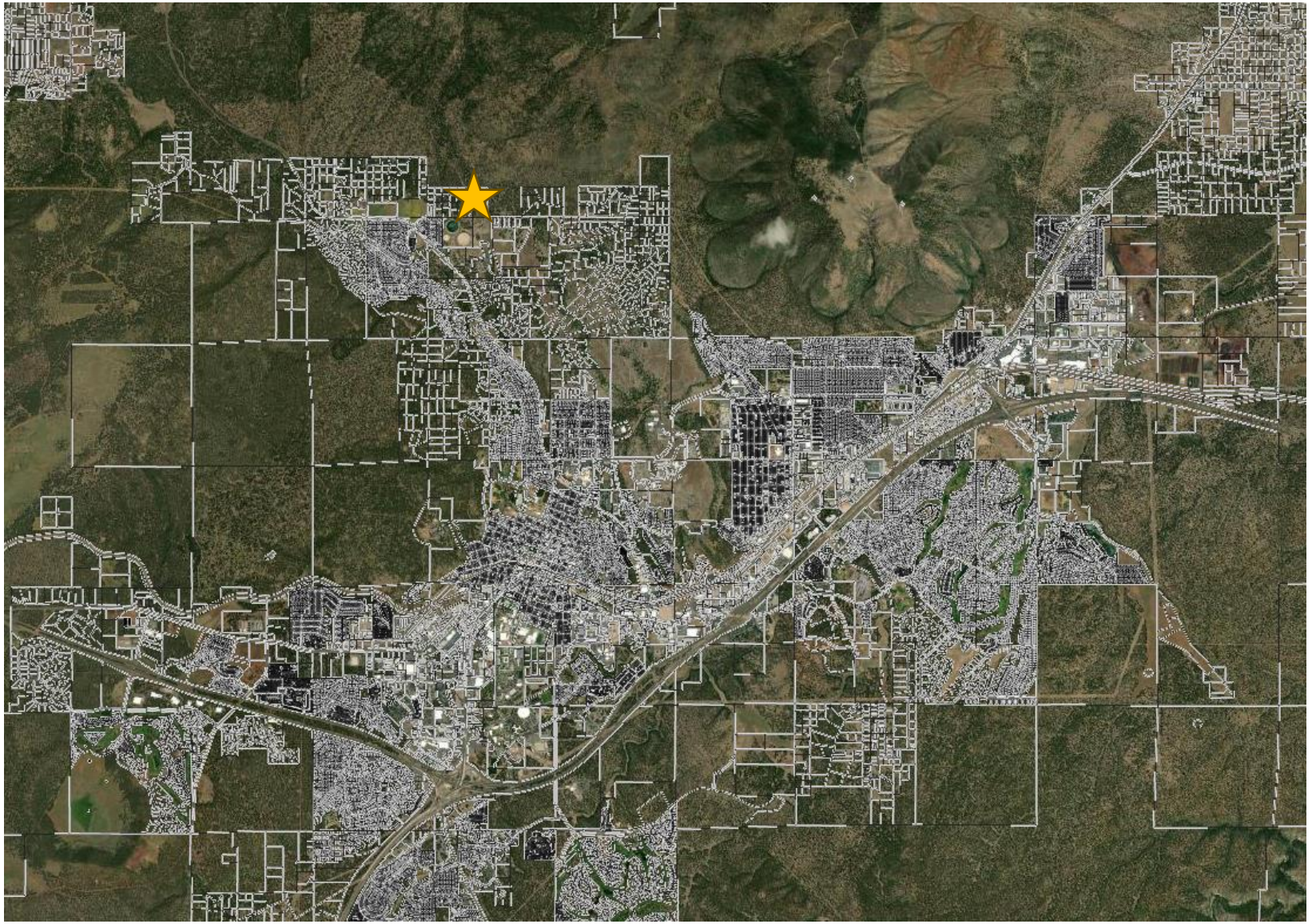
Attachments: Presentation
Ord. 2024-27
Exhibits 1-3

Schultz Pass Property Exchange

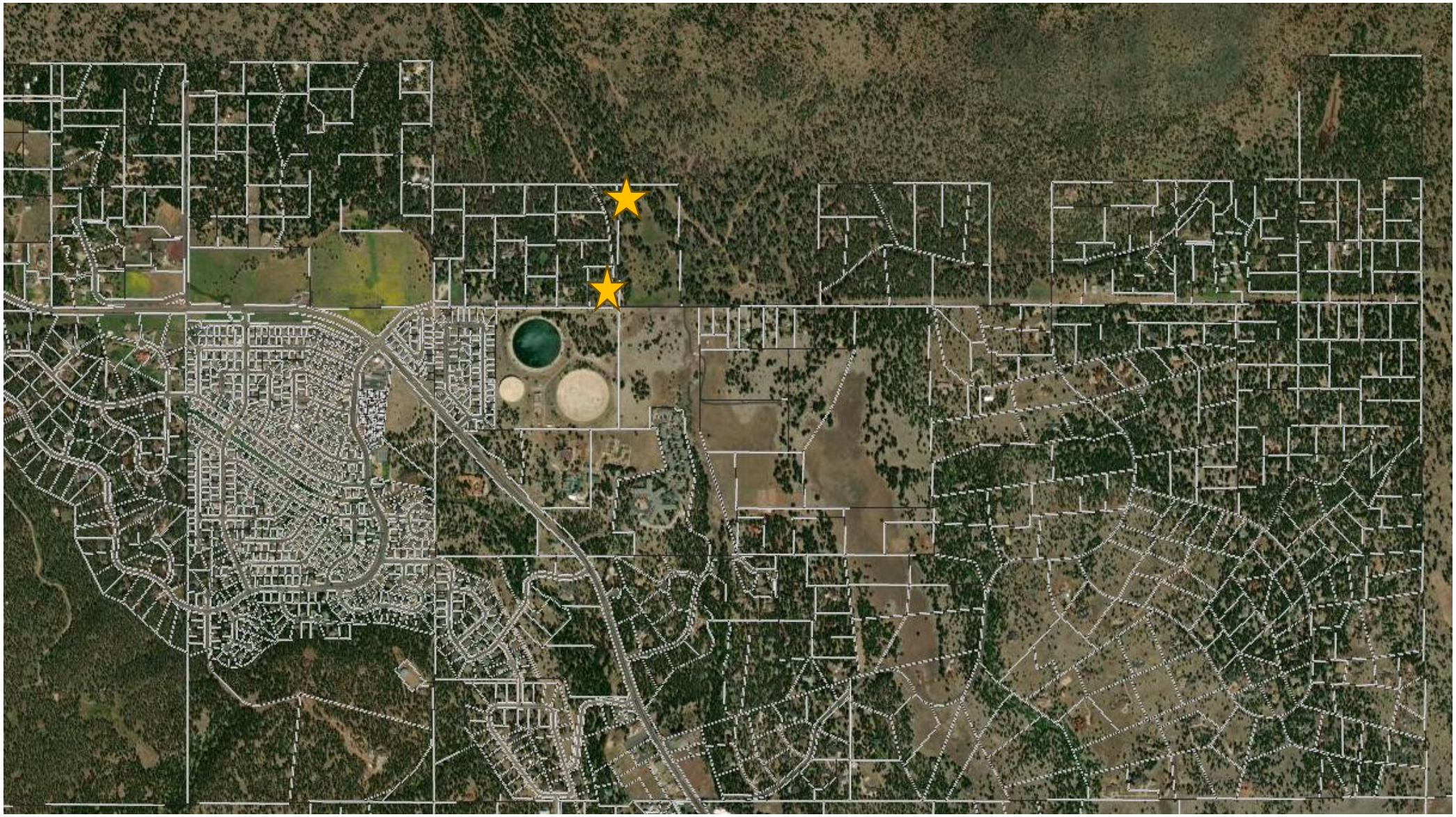
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Vicinity Map



Vicinity Map

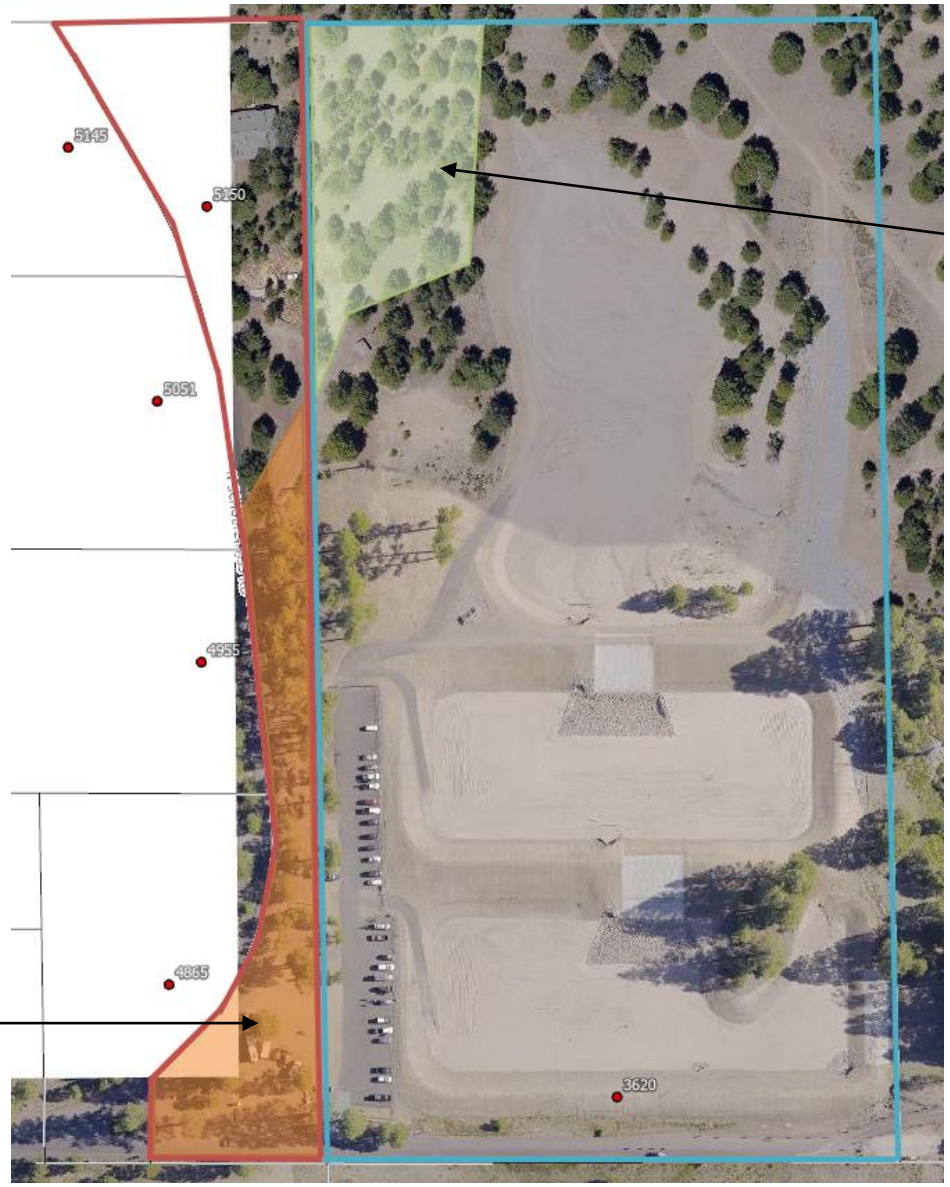


Background

- City of Flagstaff built the Schultz Creek basin and trailhead in parcel 300-47-004 in 2022
- The public has been using the southern portion of Gary Christensen's lot for parking and access to the trailhead
- The City needs the lower portion of Gary's lot to provide public access to the FUTS and formalize the existing trailhead on private property
- In lieu of purchasing the land from Gary Christensen, a trade has been proposed

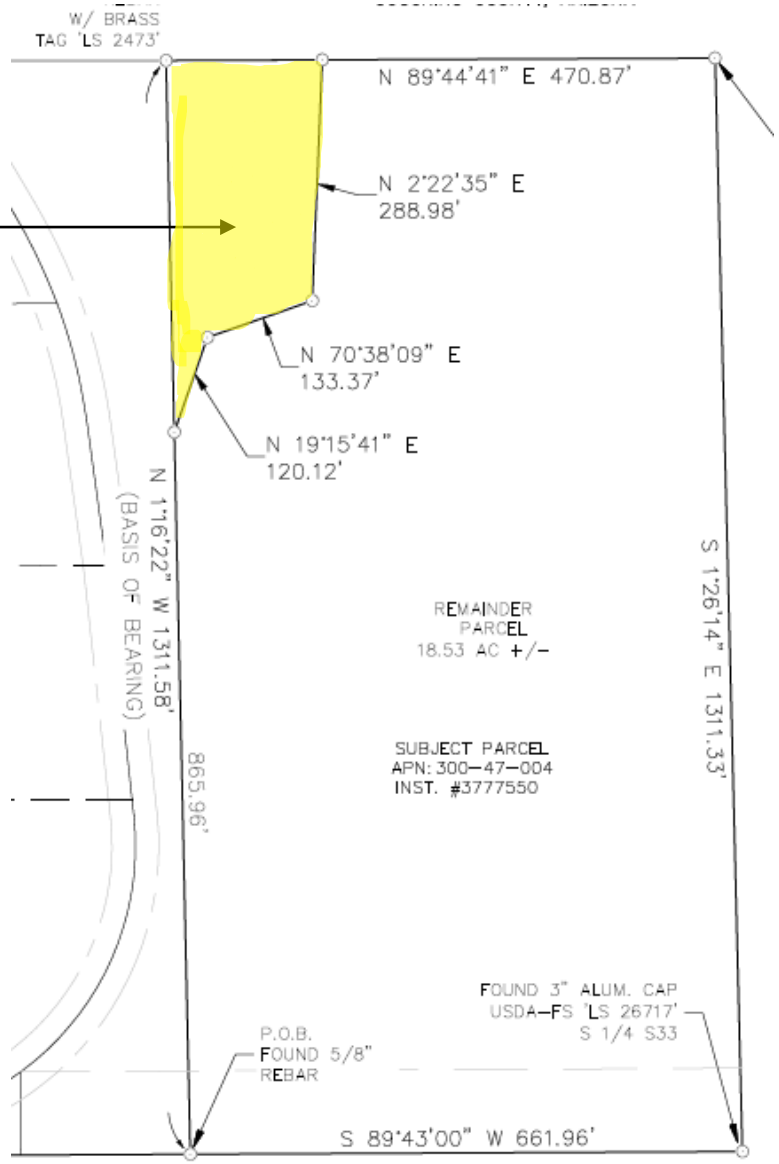
Exchange Properties

- City staff, including FUTS, Water Services, and the Open Space Commission have been consulted and support the exchange.
- Exchange defrays cost of purchasing the needed land for public access
- Provides safe access to the FUTS trailhead



City will Give

City to Give

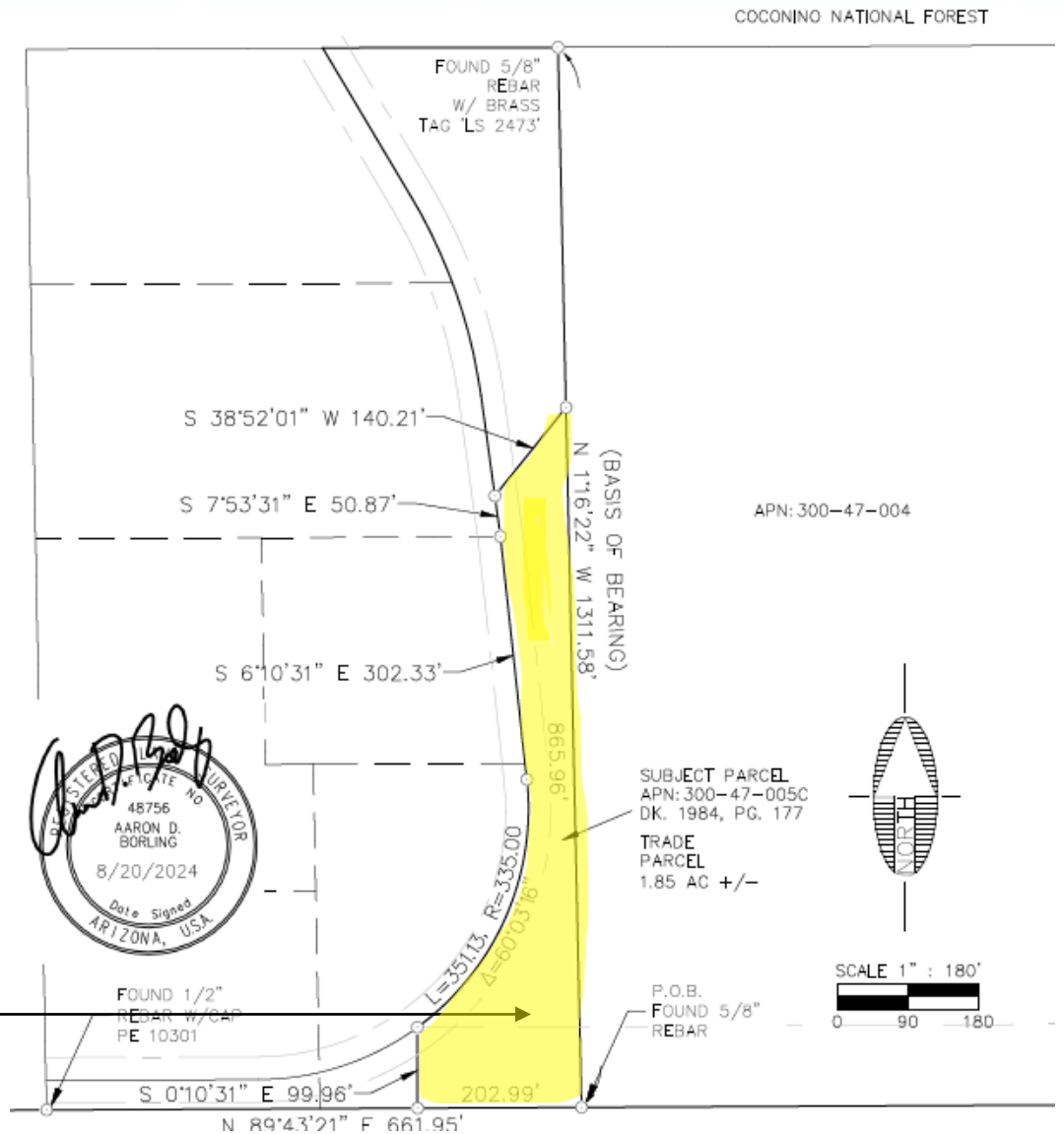


City parcel will be split and Gary Christensen will receive approximately 58,370 sq ft of land.

City will Receive

Gary Christensen parcel will be split and the City will receive approximately 80,586 sq ft of land.

City to receive



Context

- City Real Estate division feels the exchange is of equal value
  - Parcel City will receive is 80,586 sq ft encumbered with 40,636 sq ft of road easement
  - Parcel City will give is 58,370 sq ft encumbered with a 6962 sq ft waterline easement

Questions?

Schultz Y Trailhead
Christensen land trade
DRAFT

- Christensen remaining
- City remaining
- Trade to Christensen
- Trade to City
- Easements
- Waterline

N
200
Feet

City of Flagstaff
Jul 2024

ORDINANCE NO. 2024-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE EXCHANGE OF REAL PROPERTY OF SUBSTANTIALLY EQUAL VALUE, WITH PROPERTY OWNER GARY S. CHRISTENSEN M.D. FOR THE SCHULTZ CREEK TRAILHEAD; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City acquisition, sale, or exchange of public real property shall be approved by ordinance, pursuant to the Flagstaff City Charter, Article 7, § 5; and

WHEREAS, the City may trade real property pursuant to the Flagstaff City Charter, Article 8, § 10 to and, may exchange real property of substantially equal value pursuant to A.R.S. § 9-407; and

WHEREAS, the City has published notice of the proposed property exchange pursuant to A.R.S. § 9-407; and

WHEREAS, the public has been using certain private property for parking to access U.S. Forest Services trails in the Schultz Creek area, and the City desires to acquire such property for a trailhead.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General

The City Council hereby authorizes an exchange of real property of substantially equal value with Gary S. Christensen M.D. in general area of the Schultz Creek Trailhead in unincorporated Coconino County at Schultz Pass Road and Mt. Elden Lookout Road.

City will receive fee simple title to that certain real property legally described in Exhibit 1 consisting of approximately 1.85 acres of land for a new Schultz Creek Trailhead.

Gary S. Christensen M.D. will receive fee simple title to that certain real property legally described in Exhibit 2 consisting of approximately 1.34 acres of land.

A map depicting the exchange is attached hereto as Exhibit 3.

The property exchange shall be completed in the manner as mutually agreed upon by the City and Gary S. Christensen M.D., and as set forth in an exchange agreement.

SECTION 2. Delegation of Authority

The Mayor and City Manager are hereby authorized to execute all documents relevant to the property exchange. The City Real Estate Manager is directed to take all necessary steps to effectuate this ordinance. The City Clerk is directed to record a copy of this ordinance.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: Effective Date.

Pursuant to A.R.S. § 28-7213 this ordinance shall become effective when recorded in the office of the Coconino County Recorder, which shall be at least thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff, this 3rd day of December, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachments:
Exhibit 1 Trade Parcel to City
Exhibit 2 Trade Parcel to Gary S. Christensen M.D.
Exhibit 3 Map showing property exchange

EXHIBIT 1

EXHIBIT 'A'
LEGAL DESCRIPTION
APN: 300-47-005C

A portion of that parcel of land as described in Docket 1984, Page 177, Official Records of Coconino County, located in the southwest quarter Section 33, Township 22 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1 (Trade Parcel):

Commencing at a found 5/8-inch rebar at the southeast corner of said parcel, from which a found 5/8-inch rebar with a brass tag 'LS 2473' at the northeast corner of said parcel bears North 1°16'22" West, 1311.58 feet (Basis of Bearing) and the **TRUE POINT OF BEGINNING**;

Thence along the east line of said parcel, North 1°16'22" West, 865.96 feet;

Thence leaving said east line, South 38°52'01" West, 140.21 feet to a point on the centerline of Schultz Pass Road as described in Docket 1099, Page 909, Official Records of Coconino County;

Thence along said centerline, South 7°53'31" East, 50.87 feet;

Thence continuing along said centerline, South 6°10'31" East, 302.53 feet to the beginning of a tangent curve concave to the northwest having a radius of 335.00 feet and a central angle of 60°03'16";

Thence continuing along said centerline, and southwesterly along said curve, 351.13 feet;

Thence leaving said centerline, and along the westerly line of said parcel, South 0°10'31" East, 99.96 feet to the southwest corner of said parcel;

Thence along the south line of said parcel, North 89°43'21" East, 202.99 feet to the **TRUE POINT OF BEGINNING**;

Containing 1.85 acres, more or less.

Parcel 2 (Remainder Parcel):

Commencing at a found 5/8-inch rebar at the southeast corner of said parcel, from which a found 5/8-inch rebar with a brass tag 'LS 2473' at the northeast corner of said parcel bears North 1°16'22" West, 1311.58 feet (Basis of Bearing);

Thence along the east line of said parcel, North 1°16'22" West, 865.96 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said east line, North 1°16'22" West, 865.96 feet to the northeast corner of said parcel;

Thence along the north line of said parcel, South 89°47'32" West, 290.67 feet to the northwest corner of said parcel, said point being in common with the centerline of Schultz Pass Road as described in Docket 1099, Page 909, Official Records of Coconino County;

Thence leaving said north line, and along said centerline, South 30°45'44" East, 213.56 feet to the beginning of a non-tangent curve concave to the west having a radius of 660.00 feet and a central angle of 22°49'11" and being subtended by a chord which bears South 19°16'34" East 261.13 feet;

Thence continuing along said centerline, and southerly along said curve, 262.86 feet

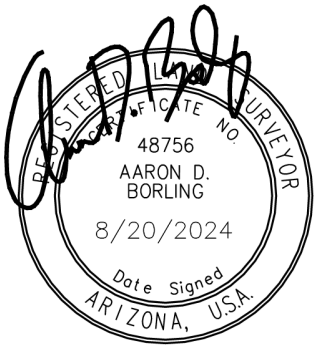
Thence continuing along said centerline, South 7°53'41" East, 124.81 feet;

Thence leaving said centerline, North 38°52'01" East, 140.21 feet to the **TRUE POINT OF BEGINNING**.

Containing 1.94 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

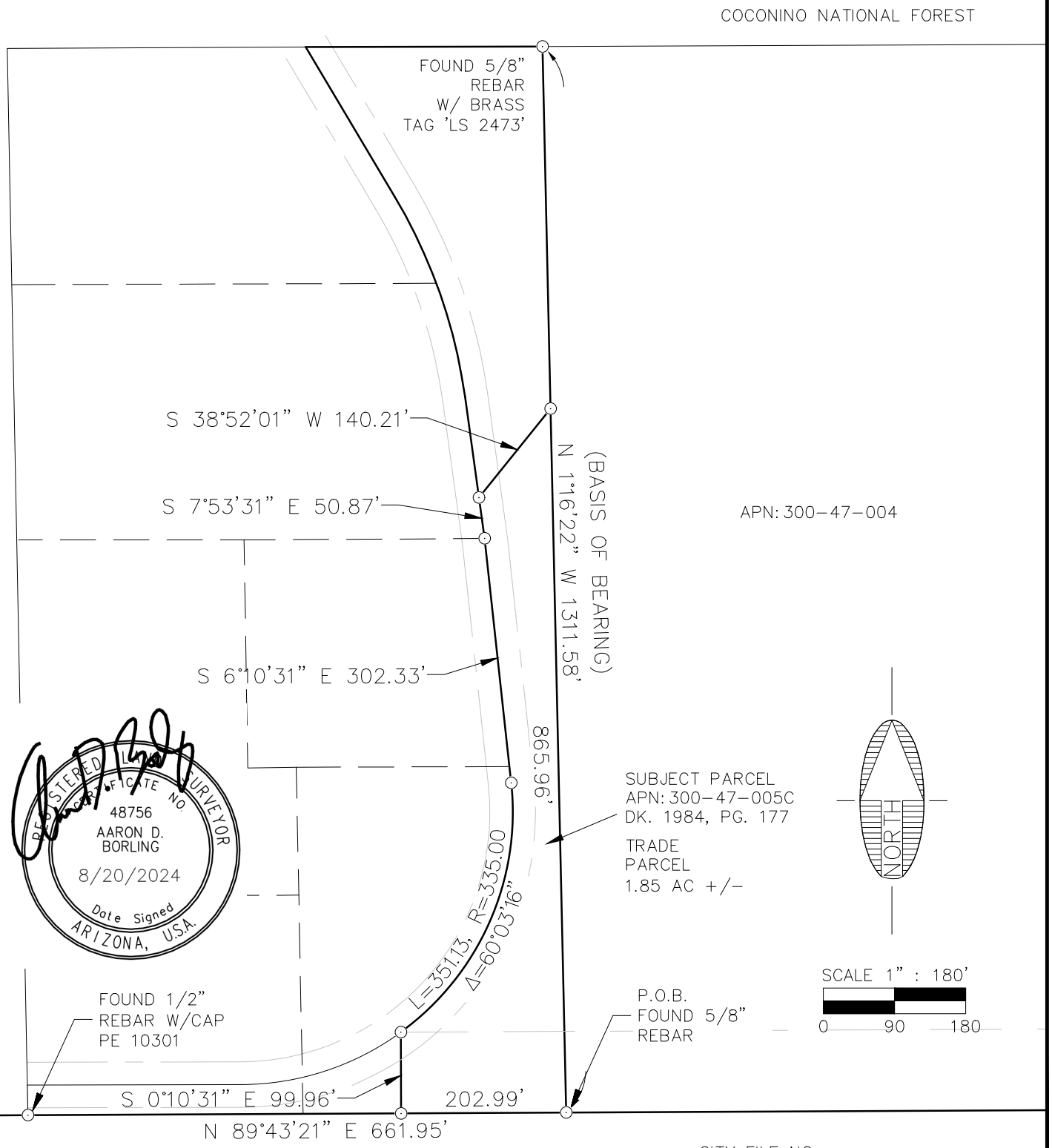


_____
City File No.

_____
Descriptive Title

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33,
TOWNSHIP 22 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE: _____

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	224079
DATE	AUG 24
SCALE	AS SHOWN
DRAWN	JMO
DESIGN	
CHECKED	ADB

CHRISTENSEN TRADE PARCEL — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

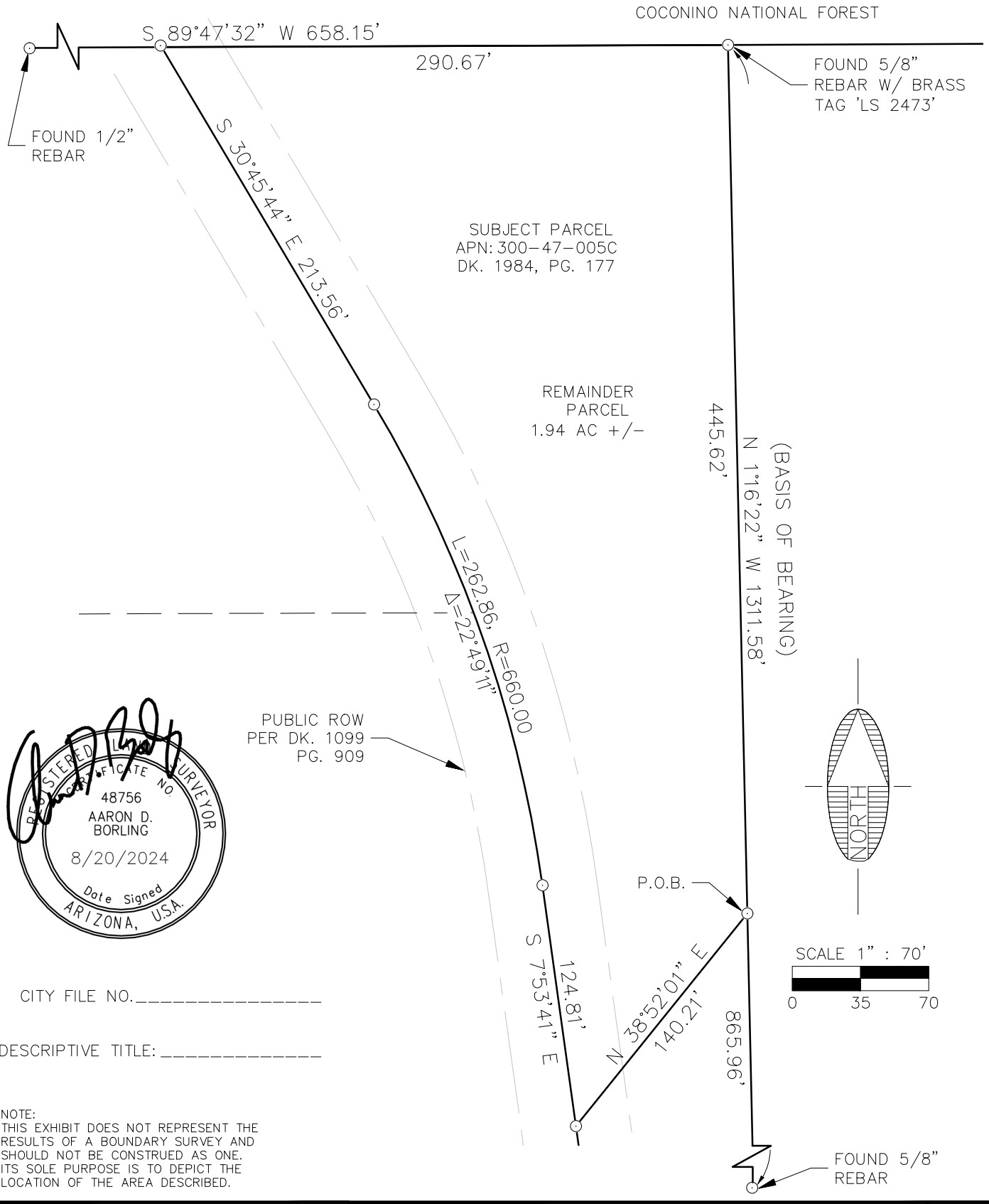
SHEET 3 OF 4

PLOTTED: Aug 20, 2024-5:41pm
FILE: P:\2024\224079\SURVEY\LEGAL DESCRIPTIONS\300-47-005C_TRADE.DWG ABORLING

PLOTTED: Aug 20, 2024–5:06pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33,
TOWNSHIP 22 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
8/20/2024
Date Signed
ARIZONA, U.S.A.

CITY FILE NO._____

DESCRIPTIVE TITLE: _____

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
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www.swiaz.com

JOB NO.	224079
DATE	AUG 24
SCALE	AS SHOWN
DRAWN	JMO
DESIGN	
CHECKED	ADB

CHRISTENSEN REMAINDER PARCEL — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

FILE: P:\2024\224079\SURVEY\LEGAL DESCRIPTIONS\300-47-005C_REMAINDER.DWG ABORLING

EXHIBIT 2

EXHIBIT 'A'
LEGAL DESCRIPTION
APN: 300-47-004

A portion of that parcel of land as described in Instrument Number 3777550, Official Records of Coconino County, being the east half of the southeast quarter of the southwest quarter Section 33, Township 22 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1 (Trade Parcel):

Commencing at a found 5/8-inch rebar at the southwest corner of said parcel, from which a found 5/8-inch rebar with a brass tag 'LS 2473' at the northwest corner of said parcel bears North 1°16'22" West, 1311.58 feet (Basis of Bearing);

Thence along the west line of said parcel, North 1°16'22" West, 865.96 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said west line, North 1°16'22" West, 865.96 feet to the northwest corner of said parcel;

Thence along the north line of said parcel, North 89°44'41" East, 187.34 feet;

Thence leaving said north line, South 2°22'35" West, 288.98 feet;

Thence South 70°38'09" West, 133.37 feet;

Thence South 19°15'41" West, 120.12 feet to the **TRUE POINT OF BEGINNING**.

Containing 1.34 Acres, more or less.

Parcel 2 (Remainder Parcel):

Commencing at a found 5/8-inch rebar at the southwest corner of said parcel, from which a found 5/8-inch rebar with a brass tag 'LS 2473' at the northwest corner of said parcel bears North 1°16'22" West, 1311.58 feet (Basis of Bearing) and the **TRUE POINT OF BEGINNING**;

Thence along the west line of said parcel, North 1°16'22" West, 865.96 feet;

Thence leaving said west line, North 19°15'41" East, 120.12 feet

Thence North 70°38'09" East, 133.37 feet;

Thence North 2°22'35" East, 288.98 feet to a point on the north line of said parcel;

Thence along said north line, North 89°44'41" East, 470.87 feet to a found 3-inch USDA-FS aluminum cap 'LS 9431' at the northeast corner of said parcel;

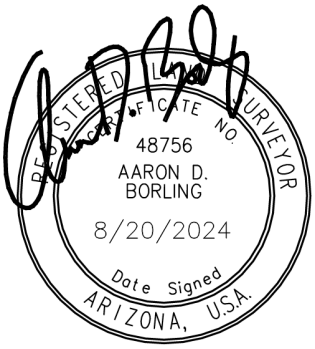
Thence along the east line of said parcel, South 1°26'14" East, 1311.33 feet to a found 3-inch USDA-FS aluminum cap 'LS 26717' at the southeast corner of said parcel;

Thence along the south line of said parcel, South 89°43'00" West, 661.96 feet to the **TRUE POINT OF BEGINNING**;

Containing 18.53 Acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



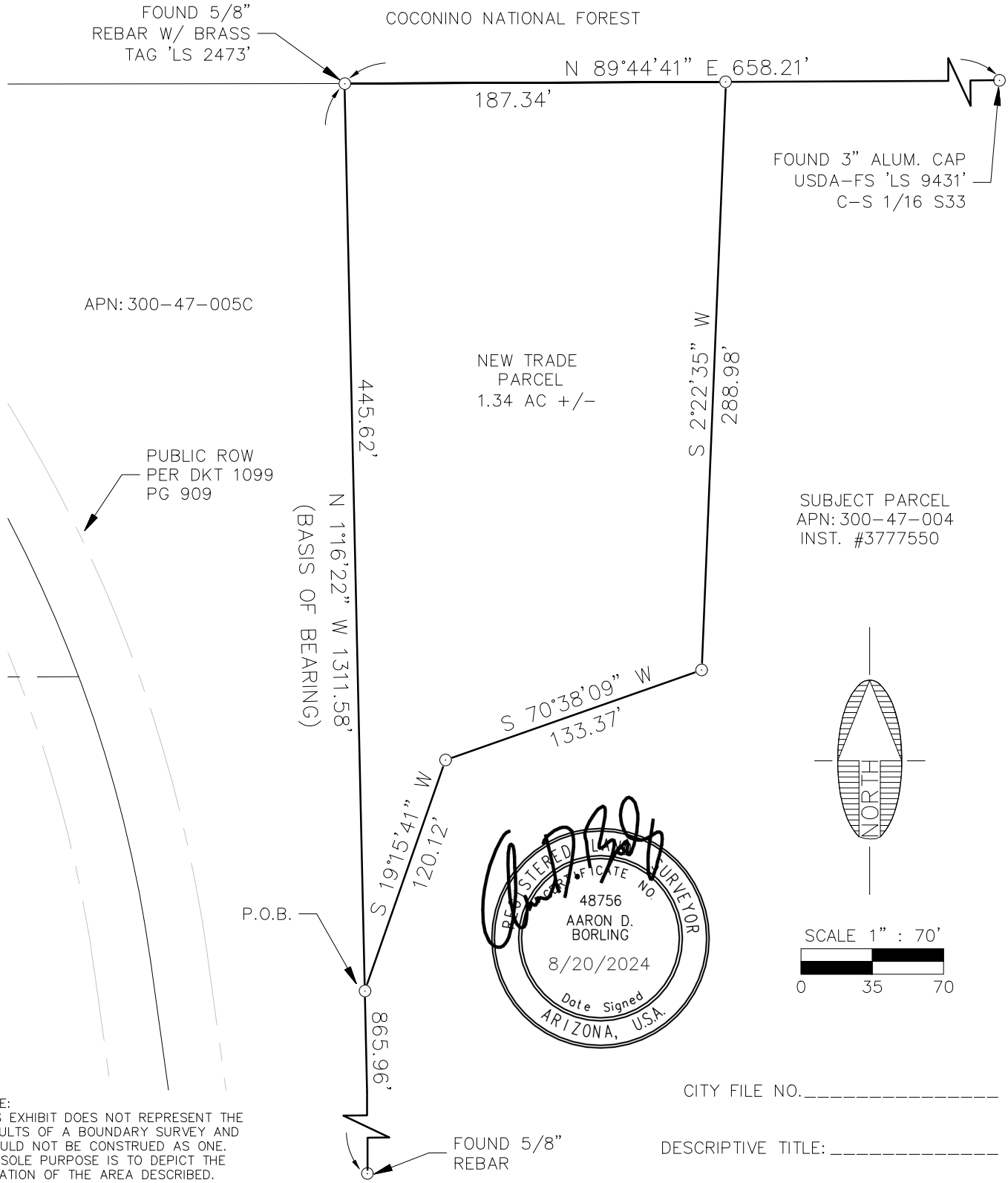
_____
City File No.

_____
Descriptive Title

PLOTTED: Aug 20, 2024–4:23pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33,
TOWNSHIP 22 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO._____

DESCRIPTIVE TITLE: _____

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	224079
DATE	AUG 24
SCALE	AS SHOWN
DRAWN	JMO
DESIGN	
CHECKED	ADB

COF TRADE PARCEL — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

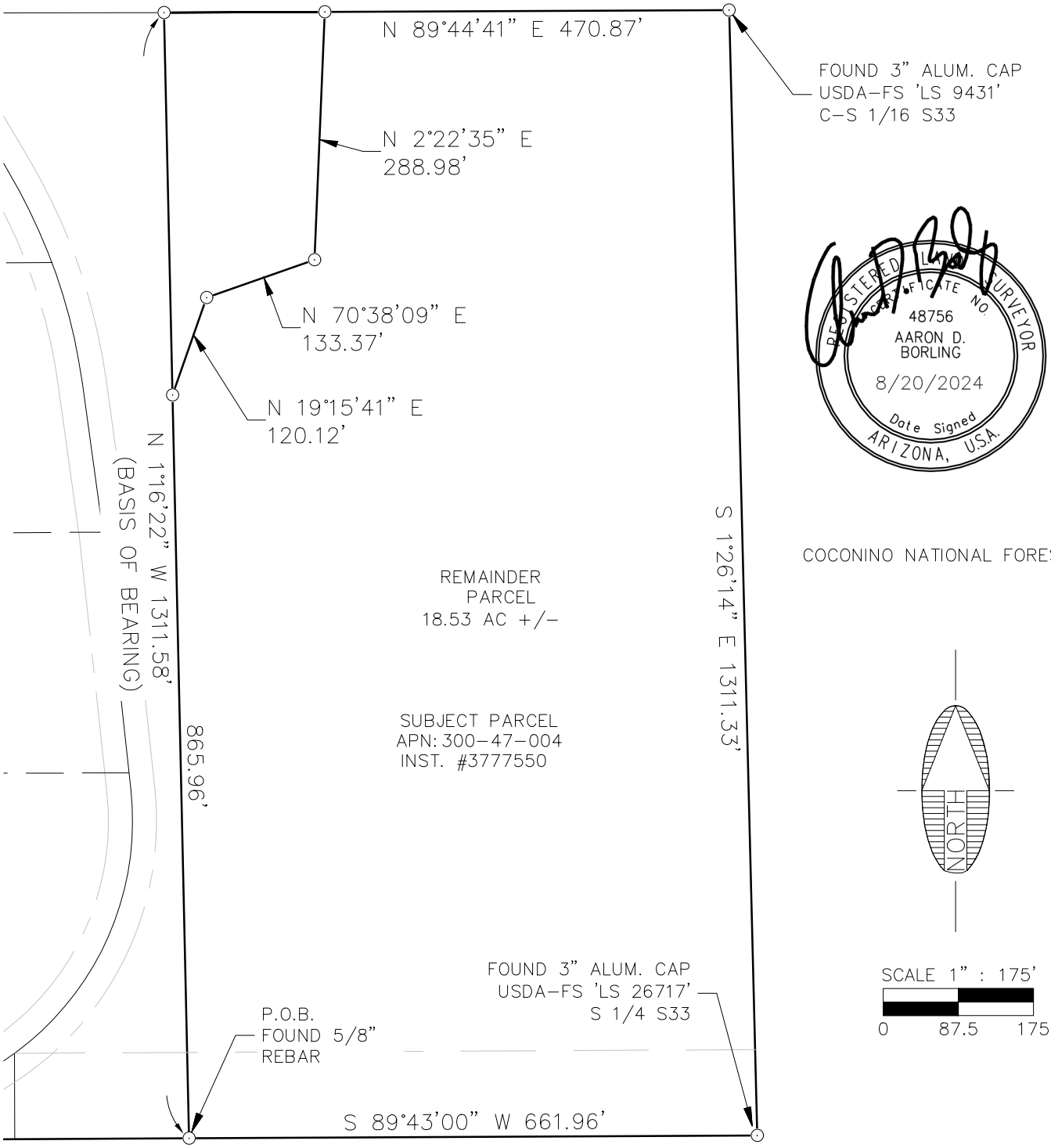
SHEET 3 OF 4

FILE: P:\2024\224079\SURVEY\LEGAL DESCRIPTIONS\300-47-004_TRADE.DWG ABORLING

PLOTTED: Aug 20, 2024–4:22pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33,
TOWNSHIP 22 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D. BORLING
8/20/2024
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

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DESIGN	
CHECKED	ADB

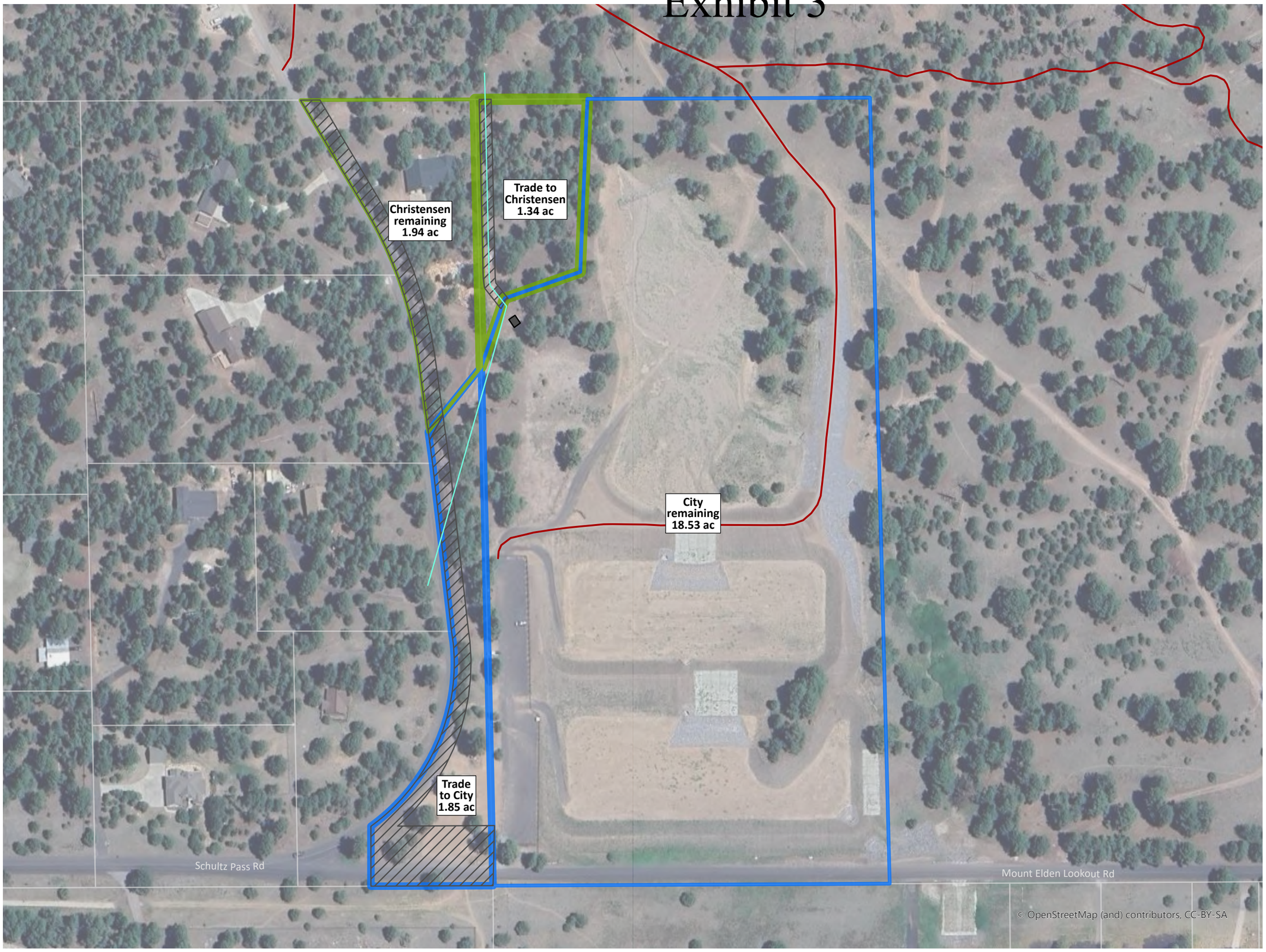
COF REMAINDER PARCEL — FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

FILE: P:\2024\224079\SURVEY\LEGAL DESCRIPTIONS\300-47-004_REMAINDER.DWG ABORLING

Exhibit 3



Schultz Creek Trailhead

Christensen land trade

- Christensen remaining
- City remaining
- Trade to Christensen
- Trade to City
- Easements
- Waterline
- Singletrack trails

N

200 Feet

City of Flagstaff
Sep 2024

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ben Mejia, Planner

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Adoption of Ordinance No. 2024-29: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 13.96 acres of real property located at 4631 S Lake Mary Road, from the Estate Residential (ER) zone with a Resource Protection Overlay (RPO) to the High Density Residential (HR) zone with a Resource Protection Overlay (RPO), providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-29 by title only for the final time
2. City Clerk reads Ordinance No. 2024-29 by title only (if approved above)
3. Adopt Ordinance No. 2024-29

Executive Summary:

A Direct to Ordinance Zoning Map Amendment application from Snell and Wilmer, LLP on behalf of Atlantic Development & Investments, LLC to rezone approximately 13.96 acres at 4631 S Lake Mary Road from the Estate Residential (ER) zone with a Resource Protection Overlay (RPO) to the High Density Residential (HR) zone with a Resource Protection Overlay (RPO) for the purpose of developing a multi-family residential development. Please refer to the attached vicinity map.

The Flagstaff Planning and Zoning Commission voted (6-1) to forward the request with a recommendation of denial.

Financial Impact:

The Direct to Ordinance Zoning Map Amendment has no financial impact.

Policy Impact:

The Direct to Ordinance Zoning Map Amendment has no policy impact.

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 Direct to Ordinance Zoning Map Amendment.

Staff has the following suggested conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated December 22, 2022. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

3. All terms, conditions, and restrictions detailed within the "Lake Mary Housing Development Agreement" must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Estate Residential (ER) in accordance with A.R.S. § 9-462.01. Civil Plan approval will not be granted until the following condition precedent is met:
    a. The Developer obtains the required approvals from the National Forest Service to locate the pressurized sewer line in National Forest Service property.
5. Affordable Housing Incentives are being requested for this Project. Zoning Code Section 10-30.20.020.I includes eligibility requirements. To ensure compliance with the Zoning Code, the developer shall implement a minimum of one (1) of the following items with final construction permit approvals:
    a. Extend the Flagstaff Urban Trails System ("FUTS") from the existing terminus at John Wesley Powell and Lake Mary Road, down Lake Mary Road to the Site along the west side of Lake Mary Road, in general conformance with the Comprehensive Plan Map 26d: Existing and Planned Flagstaff Urban Trails, as amended November 3, 2022; or
    b. Provide a minimum of five (5) electric bikes with a minimum range of twenty-five (25) miles at the rental office/clubhouse that shall be made available to residents for use for travel to/from the Site on a reservation basis.

Background and History:
The request for a Direct to Ordinance Zoning Map Amendment was filed by Snell and Wilmer, LLP on behalf of the applicant Atlantic Development & Investments, LLC, to rezone approximately 13.96 acres from the ER zone with the RPO to the HR zone with the RPO located at 4631 S Lake Mary Road.

The subject property is vacant land located along S Lake Mary Road and is part of a collection of parcels surrounded by Coconino National Forest land. The site is accessed by S Lake Mary Road. The applicant proposes a multi-family development, with 202 units within 23 structures ranging from 2-3 story townhome-style and apartment-style buildings. The developer proposes to provide 20% of the planned number of units as Category 1 Affordable units (currently 40 affordable units proposed). There is no bus service to this area.

The area is currently not served by City Sewer. The project's sewer design requires a portion of the system to be pressurized. The City's Water Services Division will be proposing an amendment to the City Code to allow public pressurized systems. If the amendment is not approved, the pressurized portion of the system will be private, pursuant to 13-09-002-0012. The sewer and water lines will run adjacent to Lake Mary Road and lie within Forest Service property, which will require an amendment to the City's Special Use Permit.

Key Considerations:
The following Zoning Map Amendment Findings will be analyzed specific to the approved site plan and consider if the site were to be redeveloped entirely under the HR zone standards.
A. Finding #1:
The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment. Refer to the Planning & Zoning Staff Report for an analysis of the Regional Plan.

B. Finding #2
To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan. Staff does not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. The developer has identified the following Community Benefits and Public Good:

i. The developer will provide sewer service to an area currently not served by city sewer.
ii. The developer proposes to provide 20% of the planned number of units as Category 1 Affordable units (currently 40 affordable units proposed) and 162 market rate units

C. Finding #3
To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development as conditioned. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site. Any potential impacts will be mitigated by the developer and off-site improvements will be required to serve this development.

Connection to PBB Priorities and Objectives:
Priority Based Budget Key Community Priorities and Objectives
Livable Community:

- Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities
- Provide amenities and activities that support a healthy lifestyle

Connection to Regional Plan:
A complete analysis of the Regional Plan goals and policies are included in the attached Planning and Zoning Commission staff report.

Connection to Carbon Neutrality Plan:

HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.
FS-2: Encourage new buildings to rely on the electric grid as their main energy source.

Connection to 10-Year Housing Plan:
Create 2.2: Identify suburban areas to support greater density and intensity of development

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Attachments:
Staff Report
Ord. 2024-29
DRAFT Development Agreement
Application
Area Context Map
Legal Notice
Project Narrative
Regional Plan Analysis
WSIA
Drainage Impact Analysis
Traffic Impact Statement
Citizen Participation Plan and Reports
Public Comments
Approved Site Plan
Landscape Plan
Resource Protection Plan
Floor Plans and Elevations
Presentation
Letter of Support

PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-21-00213-01

DATE: **October 4, 2024**
MEETING DATE: **October 23, 2024**
REPORT BY: **Ben Mejia**

REQUEST:
Direct to Ordinance Zoning Map Amendment requested by Snell & Willmer, LLP, on behalf of the applicant Atlantic Development & Investments, LLC, to rezone approximately 13.96 acres located at 4631 S Lake Mary Rd from the Estate Residential (ER) zone within the Resource Protection Overlay Zone (RPO) to the High Density Residential (HR) zone within the Resource Protection Overlay Zone (RPO).

STAFF RECOMMENDATION:
Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation for approval, subject to the following conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated December 22, 2022. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the "Lake Mary Housing Development Agreement" must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Estate Residential (ER) in accordance with A.R.S. § 9-462.01. Civil Plan approval will not be granted until the following conditions precedent are met:
    a) The Developer obtains the required approvals from the National Forest Service to locate the pressurized sewer line in National Forest Service property.
    b) The Flagstaff City Code is amended to allow the installation and connection of public pressurized sewer systems.

PRESENT LAND USE:
The subject property ("Property") is approximately a 13.96-acre vacant parcel.

PROPOSED LAND USE:
The applicant proposes to develop the site for multi-family residential with 202 units, associated parking, landscaping, and amenities.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Manufactured home park, zoned Light Industrial (LI) (Property is being redeveloped as Mini-Storage Warehousing
East: Frontier Homesites Subdivision, zoned Rural Residential (RR); Coconino National Forest, zoned Public Lands Forest (PLF)
South: Coconino National Forest, zoned Public Lands Forest (PLF)
West: Single-Family Residences, zoned Rural Residential (RR)

I. Project Introduction

A. Background/Introduction

The request for a Direct to Ordinance Zoning Map Amendment was filed by Snell and Wilmer, LLP on behalf of the applicant Atlantic Development & Investments, LLC, to rezone approximately 13.96 acres from the ER zone within the RPO to the HR zone within the RPO located at 4631 S Lake Mary Road.

The subject property is vacant land located along S Lake Mary Road and is part of a collection of parcels surrounded by Coconino National Forest land. The site is accessed by S Lake Mary Road. The applicant proposes a multi-family development, with 202 units within 23 structures ranging from 2-3 story townhome-style and apartment-style buildings. The development will also include 20% Category 1 affordable units.

An applicant requesting an amendment to the Zoning map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting information required for site plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, the applicant can proceed directly to construction plan and building permit review.

B. Proposed Rezoning and Development Plan

The applicant requests rezoning approval to permit the development of a for-rent apartment complex consisting of 202 units. The proposal includes 71 dwelling units within an apartment structure located at the rear of the site and 131 dwelling units within 25 townhome-style structures located at the front of the site. The proposal includes the following unit composition:

Unit Mix: Multi-Family Style (71 units)

Unit Type	Unit Count	Composition
One Bedroom	35	49.3%
Two Bedroom	30	42.3%
Three Bedroom	6	8.4%

Unit Mix: Townhome style (131 units)

Unit Type	Unit Count	Composition
Two Bedroom	84	64%
Three Bedroom	47	36%

The HR Zone allows a density range of 10-22 units/acre in the RPO outside of an activity center. Based on the acreage of the site, this would allow between 140 and 307 units. However, the Regional Plan has designated the site as Suburban Neighborhood area type, which has an allowable density range of 2-13 units/acre. This would limit the maximum allowed units to 181. This amendment would result in a base density range of 10-13 units/acre or 140-181 units. This project utilizes an affordable housing incentive to provide a density bonus, offering 20% Category 1 affordable units which grants a density bonus of 45%. The maximum allowed number of units after applying this incentive is 262, the project proposes 202 units.

II. Staff Site Plan Review

On December 23, 2022, Inter-Department Staff (IDS) approved an application for Site Plan Review of the proposed development subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning). A copy of the application is attached to this report. Should the rezoning be denied, the Site Plan, as submitted, will no longer be

approved. This site is served by City water but is not currently served by City sewer. The proposed development requires the use of a pressurized sewer system.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 13.96 acres will be rezoned to the HR zone. Development of the site will be conditioned to the approved site plan, a final development agreement, and the additional conditions stated above. Any substantial change to the approved site plan would require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Site Plan provided includes the overall site layout, open space and civic space areas, resource protection plan, preliminary landscaping, building floor plans, and building elevations.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The proposal includes townhome-style units, primarily 4 and 5 side-by-side units, located toward the front of the property, with higher-density structures located at the rear of the property. The majority of parking spaces are within garages, with surface parking located at the side and interior of the site. The proposal utilizes a common space amenity area at the rear of the site which serves as a buffer from the largest structure to adjacent single-family homes to the west.

ii. Resource Protection

The subject site is within the Resource Protection Overlay zone. The Zoning Code requires 50% of the tree resources to be saved, the developer proposes to save 54% of the existing tree resources. The developer is locating the majority of the required tree resources on the southern portion of the site. No slopes within the site meet the dimensional requirements to qualify as steep slopes requiring protection. This site is not within a protected floodplain.

iii. Open Space & Civic Space

The HR zone requires 15% of the gross lot area to be Common Space (Table 10-40-30.030.G). A minimum of 91,336 square feet of common space is required for the proposed residential project. The approved site plan (Sheet A1.0) identifies 117,810 square feet (2.7 acres) of common space, or 19% of the site area. Common space is distributed across three amenity areas and two retention areas. A common space area to the rear of the site provides a minimum buffer of approximately 53 feet from the highest density structure to the adjacent single-family homes to the west. All units have pedestrian connectivity to common space areas.

At the time of review for the site plan, Section 10-30.60.090.B.1 of the Zoning Code required developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. A total of 30,455 square feet of civic space is required. The site plan identifies a total of 32,536 square feet (0.75 acres) of civic space within the residential development. The civic space is located in amenity areas, the approved site plan indicates barbecue facilities, fire pits, seating, a ramada, and a play area as amenities within the civic space.

iv. Pedestrian and Bicycle Circulation Systems

The approved site plan indicates 3.5 foot wide sidewalks providing on-site pedestrian connectivity between all structures and amenity areas. Internal sidewalks connect to off-site sidewalks along both driveway access points from S Lake Mary Road. Six-foot wide sidewalks and a 4.5 foot wide bike lane will be constructed along the project's frontage as part of this development's improvements to S Lake Mary Road.

v. Compatibility and Architectural Design Standards

Compatibility does not mean "the same as" but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. Buildings located toward the front of the site establish "building forward" development style. While the HR zone requires a front setback of 10 feet, the placement of the buildings are set back approximately 22 feet from the front property line maintaining a building setback line comparable to surrounding properties. Landscaping is proposed in the space between the front of development and the right of way to serve as additional landscape buffer. Code requirements for street landscaping buffer is 10 feet, this project provides approximately twice the required buffer space, effectively lowering the visual impact of increased development.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The surrounding existing developments are primarily single-family homes and a manufactured home park. The development is a higher density than surrounding properties. To mitigate visual incongruency between this project and surrounding properties, the structures toward the front of the site are 2-story, with 3-story structures located toward the rear. These forward-placed structures are oriented with their sides toward the right-of-way, to break up the visual impact of the development. The largest structure is placed at the back and buffered from the rear property line by common space, that is approximately 53.5 feet at its closest.

There are four parcels to the northwest which are also zoned HR, these parcels are currently developed below the minimum density requirements of the HR zone. An important consideration is the limitation to development of the area due to existing public infrastructure constraints. This site and neighboring parcels are not currently served by sewer service, limiting the development of the site. The proposal addresses this limitation with the construction of a private pressurized sewer system. The finalized development agreement will address the potential of this private sewer system for use by adjacent properties as well as its dedication to the City if or when City standards allow the adoption of pressurized systems. The improvements to public infrastructure may result in the redevelopment of adjacent sites for higher density residential projects.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. The proposal is consistent with Architectural Design Standards requirements for exterior materials and light reflectance values by using stone veneer as well as batten board siding with darker low reflectance paint selection in keeping with surrounding single-family homes.

vi. Landscaping

A preliminary landscaping plan, showing all landscape areas, plant locations, plant species, and sizing was reviewed and approved with the approved site plan application. The preliminary landscaping plan meets the requirements of parking lot, street buffer, building foundation, and peripheral buffer landscaping found within Section 10-50.60 of the Zoning Code. A final landscape plan will be reviewed at the time of civil plan submittal.

vii. Outdoor Lighting

The subject property is located within Lighting Zone II and is allowed a total of 30,000 lumens per acre. Outdoor lighting plans are not required in conjunction with a Direct to Ordinance Zoning Map Amendment and will be reviewed for compliance at the time of building permit submittal.

viii. Parking

Based on the requirements for market rate units, affordable units, and guest parking, 438 spaces are required. Since the development provides 24 bicycle parking spaces, a reduction of 6 spaces can be applied, resulting in 432 required parking spaces. The proposed development includes 437 parking spaces, 296 of which are garage parking spaces. 141 surface parking spaces are proposed, including 10 ADA accessible parking spaces.

ix. Historic/Cultural Resources

A Cultural Resource Letter Report was completed for the subject property and approved by the Historic Preservation Officer.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

The specific objectives of the Traffic Impact Analysis are:

- To determine whether the planned street system in the vicinity of the site is adequate to accommodate the increased traffic that results from the proposed development;
- To recommend additional street improvements or traffic control devices, where necessary, to mitigate the additional site-generated traffic; and,
- To evaluate the internal site circulation and provide recommendations if necessary.

The scope of a Traffic Impact Analysis is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The estimated peak hour trips for this development is 81 vehicles/hour in the a.m. and 99 vehicles/hour in the p.m. According to the Standards, a Traffic Impact Statement (TIS) was sufficient. CivTech, the engineering consultant for the developer, completed a TIS in December of 2021.

Transportation Improvements

The project includes improvements to S Lake Mary Road to meet City standards, the street section along the project frontage includes new sidewalk, parkway, bike lane, right and left turn lanes to serve both driveway entrances, and street lighting.

The project site is not serviced by transit. Pedestrian access to the subject property is limited.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on August 11, 2022. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently, there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. It is the developer's responsibility to design and construct all off-site water and sewer infrastructure per the City of Flagstaff Engineering Standards. Pressurized sewer systems cannot currently be dedicated to the City of Flagstaff. The development agreement will detail conditions of dedication to the City at the discretion of the City.

Water

The project will extend an 8" water main from its dead-end location by approximately 4,375 feet within S Lake Mary Road to serve the site. All appropriate looping and second source requirements can be met. The property lies within the Zone "B" water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards.

Wastewater

This project will connect to existing infrastructure near the intersection of JW Powell Blvd and S Lake Mary Road. The project will extend an 8" sewer line to a high point located between the project and this intersection to City of Flagstaff Standards. This extension would require about 3,030 linear feet of additional sewer pipe beyond what exists. The project will then build approximately 2,900 linear feet of privately owned and operated pressure sewer from the development to the gravity sewer at the high point.

iii. Stormwater Analysis

The on-site stormwater system consists of both a retention and detention basin. Retention will be located underground within polyethylene chambers beneath the detention basin.

As part of the rezoning request, a Drainage Impact Analysis was performed. The impact analysis studied the existing and proposed conditions. Results of the impact analysis show the proposed stormwater system has the capacity to handle a 100-year 24-hour storm event. As such, no offsite improvements within S Lake Mary Road have been proposed.

III. Zoning Map Amendment Findings

An application for a Direct to Ordinance Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods provide the framework for the density, intensities, and mix of uses within the area types.

The subject property is designated as Existing Suburban Neighborhood area type. Suburban Neighborhood Characteristics include a density of 2-13 units per acre, low-rise apartments (generally accepted as three-story maximum), and open spaces used for passive recreation. The proposed development is consistent with density range supported by the Regional Plan area/place type, using an affordable housing density bonus to achieve the

proposed density of 14.5 units/acre and uses 2-3 story structures with heights ranging from approximately 29 feet to 37 feet to achieve a low-rise development style.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The relevant goals and policies can be found below and within the developer's comprehensive plan analysis. The following is a discussion of how the project generally meets or conflicts with goals and policies in each relevant chapter.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

The Regional Plan encourages development to work with the existing landforms. Developments should step down sloped sites and preserve as much natural topography as possible. Policy E&C.9.2 states that construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion and destruction of vegetation. Policy CC.1.1 identifies the goal of preserving the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

The site plan protects the majority of the 54% or preserved tree resources in a cluster along the southern boundary, maintaining continuity between the site and the adjacent Coconino National Forest. This site has no steep slopes or floodplain requiring protection. By providing higher intensity development on a site with few natural resources, this project takes advantage of developable area to contribute to residential availability while minimizing impacts to the natural character of the region.

b. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

As shown on Map 21 and referenced in Policy WR.4.3. "Development requiring public utility services will be located within the Urban Growth Boundary," the Property is located within the Urban Growth Boundary. Policy WR.2.2. promotes the maintenance and development of facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services. The proposed development extends water and sewer service to the area, laying the infrastructure for potential future development within the Urban Growth Boundary. The proposed development complies with the findings of the Drainage Impact Analysis discussed in the Public Systems Impact Analysis section of this report.

c. Efficient Use of Energy Goals and Policies

The Regional Plan Policy E.1.5 promotes the expansion of energy-efficient modes of transportation. The improvements to S Lake Mary Road as part of this project include a portion of sidewalk along the project frontage where there currently is none, which will encourage the use of non-motorized transportation along S Lake Mary Road creating a safe separation between these modes of transportation and vehicles on the road.

d. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Policy CC.1.1 aims to preserve the natural character of the region and includes the preservation of stands of ponderosa pines. The Natural Resource Protection Plan indicates that 54% of the tree resources will be retained, the majority of which will be saved along the southern boundary adjacent to the Coconino National Forest. The code requires 50% of the tree resources to be saved.

Goal CC.3 aims to preserve, restore, enhance, and reflect the design traditions of Flagstaff. Specifically,

policies CC.3.1 and CC.3.2 discuss the desired design of buildings and their relationship to their context. The developer states that the architectural design and site planning was developed to preserve the single-family residential "feel" of S Lake Mary Road by use of low-rise structures and reduced wall planes along the right-of-way emulating single-family homes. They propose to use materials typical to Flagstaff construction such as batten board siding and stone veneer and a muted earth tone color palette so as not to detract from the surrounding natural environment.

e. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed development is on a vacant infill parcel. The development of the infill parcel includes the required civic space, common space, and pedestrian amenities, including public improvement along the street frontage.

Policy LU.3.4 promotes transitions in development intensity between urban, suburban, and rural areas. The proposal limits height to be in keeping with that of surrounding development while providing increased density within the urban growth boundary.

f. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

Policy T.1.6. promotes strategies that support alternate modes of travel. Policy T.2.1. promotes the design of infrastructure to provide safe and efficient transportation for vehicles, bicycles, and pedestrians. The proposed improvements to S Lake Mary Road include new sidewalk along the project's frontage. There is an existing bike lane. These elements provide separation between competing modes of transportation and increase safety and potential use.

g. Neighborhoods, Housing, and Urban Conservation

Goal NH.3 of the Regional Plan speaks to the desire to make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors. The proposed development will provide the community with 162 market rate units and 40 affordable housing units limited to individuals who make no more than 80% of the Area Median Income (AMI) of Flagstaff.

B. <u>Finding #2</u>

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan. Staff does not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good.

The developer has identified the following Community Benefits and Public Good:

i. The developer will provide sewer service to an area currently unserved by city sewer.

ii. The developer will provide 40 Category 1 affordable units (20% of the allowed number of units) and 162 market rate units.

C. <u>Finding #3</u>

To meet the finding the affected site must be determined to be physically suitable in terms of design, location, shape, size, operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site. Any potential impacts were mitigated by the developer and off-site improvements will be required to serve this development.

II. DEVELOPMENT AGREEMENT

A draft development agreement has been prepared. The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

- Administration of the Affordable Housing units
- The City and developer obligations for public improvements to water and wastewater systems

III. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 1,100 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way.

The developer held two neighborhood meetings in regard to this case on November 10, 2022 and March 15, 2023. Both meetings were held with in-person and virtual options for attendance. Per the meeting sign-in, approximately twenty-nine (29) individuals attended the first meeting and twenty-four (24) individuals attended the second meeting. Citizen Participation summaries, attached, were prepared in response to the questions, comments and concerns presented. The meetings included a presentation from the developer and a question-and-answer session where questions could be asked or typed into the chat. Comments on the project included the following topics: improvements to S Lake Mary Road and Frontier, the site's current entitlements, impacts to wildlife, anticipated monthly rent prices, lack of cell service in the area, sewer infrastructure improvements and the potential for nearby property owners to connect, and timing for the project.

Ten emails, four postcards, and four letters from the public have been received as of the writing of this report. All correspondence either voiced opposition or concerns with the project such as traffic, incompatibility with surrounding existing development, and potential impacts to nature and wildlife.

RECOMMENDATION:

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving **PZ-21-00213-01**, subject to the following four conditions which will be included into the zoning map amendment ordinance:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated December 22, 2022. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the "Lake Mary Housing Development Agreement" must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Estate Residential (ER)

in accordance with A.R.S. § 9-462.01. Civil Plan approval will not be granted until the following conditions precedent are met:

a) The Developer obtains the required approvals from the National Forest Service to locate the pressurized sewer line in National Forest Service property.
b) The Flagstaff City Code is amended to allow the installation and connection of public pressurized sewer systems.

Attachments:

- Application
- Area Context Map
- Legal Notice
- Project Narrative
- Regional Plan Analysis
- WSIA
- Drainage Impact Analysis
- Traffic Impact Statement
- Citizen Participation Plan and Reports
- Emails/letters from the Public
- Approved Site Plan Drawings
- Landscape Plan
- Natural Resource Protection Plan
- Building Floor Plans and Elevations

ORDINANCE NO. 2024-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 13.96 ACRES OF REAL PROPERTY LOCATED AT 4631 SOUTH LAKE MARY ROAD, APN 115-03-001A, FROM THE ESTATE RESIDENTIAL (ER) ZONE IN THE RESOURCE PROTECTION OVERLAY TO THE HIGH DENSITY RESIDENTIAL (HR) ZONE IN THE RESOURCE PROTECTION OVERLAY WITH CONDITIONS; PROVIDING FOR SEVERABILITY; AUTHORITY FOR CLERICAL CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Atlantic Development & Investments, LLC. (the "Applicant"), has applied for a Direct to Ordinance Zoning Map Amendment to rezone approximately 13.96 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property") from the Estate Residential (ER) zone Resource Protection Overlay Zone (RPO) to the High Density Residential (HR) zone Resource Protection Overlay Zone (RPO) for purposes of developing a multi-family residential development with 202 proposed dwelling units; and

WHEREAS, the Applicant proposes to develop the Property pursuant to the terms and conditions of this Ordinance and a Development Agreement between Applicant and the City ("Agreement"), which will be presented to the City Council through a proposed resolution at the second reading of this Ordinance; and

WHEREAS, the Applicant conducted neighborhood meetings on November 10, 2022 and May 15, 2023, to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Direct to Ordinance Zoning Map Amendment application, following proper notice and a hearing on October 23, 2024, and has recommended denial of the requested Zoning Map Amendment application; and

WHEREAS, the Council finds that the Applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, City staff has recommended approval of the Direct to Ordinance Zoning Map Amendment application, subject to certain conditions, and the Council has considered each of the conditions and has found each condition to be appropriate for the Property and necessary for the proposed development; and

WHEREAS, the Council has read and considered the staff reports prepared by the Current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Direct to Ordinance Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from Estate Residential (ER) zone to High Density Residential (HR) zone as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. The Zoning Map Amendment is conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council through Resolution No. 2024-46 on December 3, 2024 and should that Development Agreement not be approved and executed this Ordinance becomes null and void.

SECTION 7. The Zoning Map Amendment is further conditioned upon the Applicant's satisfaction of the following conditions proposed by the City staff:

CONDITIONS:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated December 22, 2022. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.

2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.

3. All terms, conditions, and restrictions detailed within the "Lake Mary Housing Development Agreement" must be fully satisfied.

4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Estate Residential (ER) in accordance with A.R.S. § 9-462.01. Civil Plan approval will not be granted until the following condition precedent is met:

a) The Developer obtains the required approvals from the National Forest Service to locate the pressurized sewer line in National Forest Service property.

5. Affordable Housing Incentives are being requested for this Project. Zoning Code Section 10-30.20.020.I includes eligibility requirements. To ensure compliance with the Zoning Code, the developer shall, with final construction permit approvals, extend the Flagstaff Urban Trails System ("FUTS") from the existing terminus at John Wesley Powell and Lake Mary Road, down Lake Mary Road to the Site along the west side of Lake Mary Road, in general conformance with the Comprehensive Plan Map 26d: Existing and Planned Flagstaff Urban Trails, as amended November 3, 2022.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. 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 10. 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 11. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of December, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
Legal Description

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT AND WAIVER
between
CITY OF FLAGSTAFF
and
FLAGSTAFF OZ VENTURES, LLC.

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this _____ day of _____, 202__, by and between the City of Flagstaff, an Arizona municipal corporation ("**City**"), and Flagstaff OZ Ventures, LLC, an Arizona limited liability company ("**Developer**").

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City.

B. Developer is the owner of real property located at the northwest corner of South Lake Mary Road and Frontier Road, and currently is addressed as 4631 South Lake Mary Road, Flagstaff, Arizona, known as Coconino County Assessor's Office Parcel Number 115-03-001A, which is more specifically described in ***Exhibit "A"*** (the "**Property**").

C. The Property is currently zoned Estate Residential ("**ER**"), and the Developer is requesting a Direct to Ordinance Zoning Map Amendment to rezone the parcel to High Density Residential ("**HR**").

D. The Developer proposes a multi-family residential rental development consisting of 71 apartment type units and 131 townhome style units, as more specifically described in zoning map amendment application Case Number PZ-21-00213-01 (the "**Map Amendment**") and as shown on the proposed Site Plan attached thereto as ***Exhibit "B"*** (the "**Site Plan**").

E. This Agreement is consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

F. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents, including, but not limited to, providing additional affordable housing in the City to address the City's housing emergency declared by the City Council via Resolution No. 2020-66.

G. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer by providing assurances to the Developer that it will have the ability to develop the Property within the City pursuant to this Agreement, under the zoning described in Recital C above, and in accordance with the proposed Site Plan to be approved in connection with the rezoning of the Property.

H. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the parties agree as follows:

1. INCORPORATION OF INTRODUCTION AND RECITALS

The introduction and each of the recitals set forth above are incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 **"Certificate of Occupancy"** shall mean a document issued by an authorized City official setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements, and that the same may be used for the purpose(s) therein.

2.2 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.3 **"Developer"** shall mean and refer to Flagstaff OZ Ventures, LLC, an Arizona limited liability company, and any successor-in-interest or assignee, as contemplated pursuant to Section 8.14.

2.4 **"Preliminary Water and Sewer Plans"** shall mean and refer to sheets c1 through c13 of those certain plans titled, Water and Sewer Plan and Profile (Project # 21-037) prepared by Civil Design & Engineering, Inc., dated February 13, 2024, provided by Developer to the City and held on file by the City.

2.5 **"Project"** shall mean and refer to the development of the Property for the uses, intensities, and densities currently shown in the Map Amendment and the Site Plan.

3. DEVELOPMENT PLAN

3.1 Scope of Development. The Site Plan sets forth the basic land uses, intensity and density of such uses, relative height, bulk, and size of buildings and structures proposed by Developer, subject to the approval of the Map Amendment and the approval of the Site Plan. As depicted on the Site Plan, this is a multi-family residential rental development consisting of 71 apartment type units and 131 townhome style units. The Developer may request subsequent amendments to the Site Plan in accordance with the City of Flagstaff Zoning Code (the "**Zoning Code**"). Notwithstanding the forgoing, the unit mix and number of units may be modified no more than ten percent (10%) without City Council approval.

4. ENTITLEMENTS

4.1 Zoning Map Amendment. Developer hereby agrees to be subject to all of the terms, conditions, and stipulations of the to-be-approved zoning map amendment ordinance for Case Number PZ-21-00213-01 (the "**Ordinance**") and the approved Site Plan (collectively, the "**Entitlements**"). After approval of the zoning map amendment ordinance, the Developer's failure to obtain a Certificate of Occupancy for the entirety of the Project within seven (7) years of the effective date of the Ordinance shall entitle, but not require, the City, in its sole discretion, to conduct a public hearing for the purpose of considering reverting the HR zoning on the Property to its former zoning classification of ER, in accordance with A.R.S. § 9-462.01.

4.2 Development Standards. For a period of five (5) years from the Effective Date, the development of the Property, as well as the requirements for off-site and on-site public improvements, will be governed by the Zoning Code, ordinances, regulations, rules, guidelines, and policies in effect as of the Effective Date of this Agreement. For any development application(s) made after five (5) years from the Effective Date, the codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of application shall apply. Site Plan modifications may be made according to the Zoning Code so long as they conform to the conditions of the Map Amendment, this Agreement, and the applicable provisions of the Zoning Code. Zoning cases are conditioned upon their associated approved Site Plan. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project. Developer acknowledges that a failure or delay in imposing any changes to the codes, ordinances, regulations, rules, guidelines, and standards following expiration of the five-year period set forth in this subsection shall not act as a waiver of the City's right to enforce such changes at any time, and that any permits or approvals granted in error (inconsistent with changes to codes, ordinances, regulations, rules, guidelines, and standards) shall be void and of no effect.

5. DEVELOPER OBLIGATIONS

5.1 Affordable Housing. The Project is utilizing the affordable housing incentives allowed in Section 10-30.20 of the Zoning Code, and the Developer desires to provide affordable housing units as described herein. Upon completion of development of the Project, Developer agrees to comply with the plan (the "**Affordability Plan**") set forth in ***Exhibit "C"***, attached hereto and incorporated by this reference. The purpose of these requirements is to ensure that the Developer

sets aside twenty percent (20%) of the overall unit count as income-restricted rental units for households earning, on average, eighty percent (80%) of the Area Median Income ("**AMI**") (with exceptions for existing tenants renewing a lease as set forth in the Affordability Plan) as defined by the United States Department of Housing and Urban Development ("**HUD**"), or its successors. These affordable units must be maintained for thirty (30) years from the date the affordable units are placed into service. Developer will comply with the affordable housing requirements set forth in the Affordability Plan. Additional eligibility criteria and other requirements will be developed in more detail in the Affordability Plan and can be modified only with the express written consent of the City of Flagstaff Housing Director. The Affordability Plan only applies to the affordable units. At the expiration of thirty (30) years from the date the affordable units are placed into service, the Affordability Plan expires and there will be no further obligations associated therewith.

(a) No Discrimination. Developer's property manager shall not discriminate against an applicant's source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("**VASH**") Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority. Applicants that already possess a voucher will be placed in a market rate unit, provided Developer is paid the market rate in rent inclusive of subsidized amounts. Property management shall allow a tenant to break the lease on an affordable unit without penalty if awarded a Housing Choice Voucher or VASH Voucher, at which time the tenant may sign a new 12-month lease for market rate rent.

(b) Emergency Rental Assistance Funds. Property owner agrees to accept emergency rental assistance funds intended to prevent eviction for qualifying households. Such funds may be provided to property management through state or non-profit agencies, or by tenants.

(c) Minimum Term. No lease or rental agreement, direct or indirect sublease, assignment, or transfer of obligations of a tenant shall be for a period of fewer than sixty (60) days, except for tenants that are part of an emergency rental assistance program.

5.2 Materials Management. Developer agrees to incorporate infrastructure to support recycling activities on-site. This includes providing space for recycling receptacles, chutes, or dumpsters immediately next to those dedicated for trash within units, trash rooms, and other disposal locations. These areas for trash and recycling should be properly signed with information on items accepted in each stream. Developer agrees to work with the City's Sustainability Section to utilize best practices in diverting debris produced in the construction of the development. Following construction, Developer will work with the Sustainability Section to ensure that the property management of the Project utilizes best-practices in communicating proper recycling protocol to tenants and obtains from the Sustainability Section resources available at no cost to assist in this communication.

5.3 Permits and Building Fees. Developer agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply to the Project.

5.4 Rental / Management. No lease or rental agreement shall be for a period of less than thirty (30) days, except for tenants that are part of an emergency rental assistance program.

5.5 IPAH Requirements. In order to meet the requirements in Section 10-30.20.020.I of Flagstaff's Zoning Code for the Project to be eligible for affordable housing incentives under the City's Incentive Policy for Affordable Housing ("**IPAH**"), Developer shall implement one of the following options as a requirement of the Project:

(a) Flagstaff Urban Trails System. Extend the Flagstaff Urban Trails System ("**FUTS**") from the existing terminus at John Wesley Powell Boulevard and Lake Mary Road down Lake Mary Road to the Property along the west side of Lake Mary Road, in general conformance with Comprehensive Plan Map 26d: Existing and Planned Flagstaff Urban Trails, as amended November 3, 2022 (the "**FUTS Option**"). If Developer elects to implement the FUTS Option, the FUTS may be a paved or aggregate trail and shall be designed in accordance with the Zoning Code. Developer shall install the FUTS extension prior to final Certificate of Occupancy for the Project. The FUTS option shall be deemed a strategy to provide access to alternative transit approved by the City's Planning Director in compliance with Section 10-30.20.020.I.2 of the Zoning Code.

(b) E-Bikes. Provide a minimum of five (5) electric bikes ("**E-Bikes**") with a minimum range of twenty-five (25) miles at the rental office/clubhouse that shall be made available to residents for use for travel to/from the Site on a reservation basis (the "**E-Bikes Option**"). If Developer elects the E-Bikes Option, the E-Bikes shall be owned and maintained by Developer and be available to residents of the Project for day use (i.e., to/from the Property, not intended to be permanently utilized by one household). E-Bikes shall be permitted to be checked out during regular business hours and may be kept overnight if needed for resident transportation ne (but not to exceed a 24-hour period). A minimum of five (5) E-Bikes with a minimum range of twenty-five (25) miles shall be provided upon final Certificate of Occupancy for the Project. The E-Bikes option shall be deemed a strategy to provide access to alternative transit approved by the City's Planning Director in compliance with Section 10-30.20.020.I.2 of the Zoning Code.

(c) Alternate Strategy. An alternative strategy for providing access to alternative transit in compliance with Section 10-30.20.020.I proposed by Developer and approved by the City's Planning Director in its sole discretion.

6. WASTEWATER

6.1 General. The parties desire to establish provisions in this Agreement for the construction, operation and maintenance of sewer system improvements that are needed for the City to provide wastewater service for the Project.

6.2 Wastewater Improvements. Developer has previously provided to the City, and the City has approved, a water and sewer impact analysis for the Project prepared by Civil Design & Engineering Inc., titled Lake Mary Housing Public Water & Sewer Impact Analysis, dated August 11, 2022 (the "**WSIA**"). Per the WSIA, the nearest existing City wastewater infrastructure to the Property is sewer manhole 6-162 located near the corner of JW Powell Boulevard and Lake Mary Road, approximately 5,930 feet from the Property (the "**Sewer Manhole 6-162**"). To allow for wastewater discharged from the Project to be treated by the City, Developer shall construct, or cause to be constructed, the following improvements:

(a) Gravity Sewer System. Developer shall construct, or cause to be constructed, at the Developer's sole cost and expense (subject to reimbursement as provided in Chapter 7-08 of the Flagstaff City Code (the "**City Code**") and Section 6.6 of this Agreement), a sewer line extension consisting of approximately 3,030 linear feet from Sewer Manhole 6-162 to a high point located between the Project and Sewer Manhole 6-162 as depicted in the Preliminary Water and Sewer Plans (the "**Gravity Sewer System"**). The Developer shall be responsible for obtaining the necessary property rights and permits to construct the Gravity Sewer System. Upon completion and acceptance by the City of the Gravity Sewer System, the Parties shall execute, acknowledge and deliver such further agreements, documents and/or instruments as may be necessary to convey or dedicate the Gravity Sewer System to the City. Upon acceptance by the City (such acceptance shall not be unreasonably withheld), the Gravity Sewer System will be operated and maintained by the City at its sole cost and expense.

(b) Pressurized Sewer System. Developer shall construct, or cause to be constructed, at the Developer's sole cost and expense, a lift station and pressurized sewer line consisting of approximately 2,900 linear feet from the Gravity Sewer System to the Property as depicted in the Preliminary Water and Sewer Plans (the "**Pressurized Sewer System**"). The Developer shall be responsible for obtaining the necessary property rights and permits to construct the Pressurized Sewer System. The Pressurized Sewer System shall be privately owned, operated and maintained by a utility on behalf of Developer, unless and until the City, in its sole and absolute discretion, accepts the dedication of the Pressurized Sewer System, or any part thereof, for ownership, operation and maintenance, which the City is entitled to do in accordance with the Wastewater Service Connection Agreement (referenced in Section 6.4 hereof).

6.3 Plans and Specifications; Construction Standards. The Gravity Sewer System and the Pressurized Sewer System (together, the "**Sewer System**") shall be: (a) constructed and installed in accordance with plans and specifications approved by the City, the Arizona Department of Environmental Quality ("**ADEQ**"), and/or other applicable governmental agencies in accordance with applicable laws, codes, regulations and requirements of all governmental agencies having jurisdiction over the Sewer System; and (b) constructed with new materials by a contractor having a valid contractor's license issued by the State of Arizona Registrar of Contractors encompassing the work to be performed.

6.4 Wastewater Service Connection Agreement. The Sewer System shall connect to Sewer Manhole 6-162 (or such other City wastewater facility agreed to by City and Developer) so that wastewater from the Sewer System may be treated at the City's wastewater collection and treatment facilities. Concurrently with the execution of this Agreement, the Parties will execute a Wastewater Service Connection Agreement (the "**Wastewater Service Connection Agreement**") in the form attached hereto as ***Exhibit "D***," which, among other things, sets forth the rights and obligations of the City and Developer with respect to the construction of the Pressurized Sewer System, the connection of the Pressurized Sewer System to the City's wastewater collection and treatment facilities, and the City's right to accept ownership of the Pressurized Sewer System or any part thereof. Pursuant to the Wastewater Service Connection Agreement, Developer may be entitled to collect "Connection Fees" (as such term is defined in the Wastewater Service Connection Agreement) from persons or entities connecting to the Pressurized Sewer System. Developer acknowledges that any amounts collected as Connection Fees, whether by Developer or its successors or assigns, shall be deducted from any amounts due to Developer pursuant to the "Pressurized Sewer System Repayment Agreement" (as such term is defined in the Wastewater Service Connection Agreement).

6.5 City Wastewater Service. The City hereby agrees to: (a) accept for treatment all wastewater discharged from the Project and delivered to the City's wastewater treatment facilities in accordance with this Agreement and the Wastewater Service Connection Agreement; and (b) reserve sufficient capacity within the City's wastewater collection and treatment facilities to treat the wastewater discharged from the Project for as long as there is (i) an active development application in City review, (ii) an approved Site Plan, or (iii) an active public improvement permit for development on the Property; provided, however, that notwithstanding the foregoing, the City's obligation to reserve such capacity terminates on the date that is ten (10) years from the effective date of the Ordinance.

6.6 Reimbursement; Gravity Sewer System. City and Developer acknowledge that the Sewer System, which includes the Gravity Sewer System, will be designed to handle the anticipated wastewater discharges from the Project as well as additional units outside of the Project. As such, the parties shall enter into a reimbursement agreement of eligible Developer costs of constructing the Gravity Sewer System in accordance with Chapter 7-08 of the City Code (the "**Gravity Sewer System Repayment Agreement**").

6.7 United States Forest Service; SF-299 Application. The Parties acknowledge and agree that, because the portion of Lake Mary Road in which the Sewer System improvements and Water System Improvements (hereinafter defined) are located is controlled by the United States Forest Service ("**USFS**"), USFS will require its approval of a standard form 299 application ("**SF-299 Application**") before such improvements may be constructed within Lake Mary Road. City and Developer agree to cooperate in seeking to obtain approval of the SF-299 Application from the USFS as follows: Following the City's approval of the civil plans, but prior to issuance of the public improvements permit for the Sewer System and Water System Improvements, City (as the applicant) will submit the SF-299 Application to USFS for its approval; Developer shall be responsible for providing City with all required application materials in order for the City to submit the SF-299 Application, and any additional applications, to USFS and shall pay all fees associated with the SF-299 Application and any additionally-required applications; Developer shall further be

responsible for revising all application materials to address comments from USFS during its review of the SF-299 Application.

7. WATER

7.1 General. The parties desire to establish provisions in this Agreement for the construction, operation and maintenance of water system improvements that are needed for the City to provide water service for the Project.

7.2 Water Improvements. Per the WSIA (defined in Section 6.2), there is an existing waterline within Lake Mary Road that connects to the City's Lake Mary Water Treatment Plant. The existing waterline runs from the Lake Mary Water Treatment Plant along the Lake Mary Road frontage of the Property before turning west along the north edge of Frontier Road where it then dead ends northwest of the Property. In its current state, the existing waterline will not produce enough water to accommodate water service for the Project (for both potable and non-potable uses). To provide water service to the Project, a looped connection will be required to increase the flow rate capacity of the existing waterline. As such, to accommodate City water service to the Project, Developer shall construct, or cause to be constructed, at Developer's sole cost and expense (subject to reimbursement as provided in Section 7.5 and 7.7 below), new water infrastructure improvements to create a looped connection that will increase the flow rate capacity of the existing waterline, as more particularly described in the WSIA (the "**Water System Improvements**"). The Water System Improvements shall include the following as depicted in the Preliminary Water and Sewer Plans: (a) a new 8-inch waterline constructed within Lake Mary Road consisting of approximately 4,711 linear feet from the Property to the Lake Mary Water Treatment Plant; (b) a new 8-inch waterline within the boundaries of the Property consisting of approximately 1,110 linear feet; (c) the replacement of a portion of the existing 6-inch waterline along the Frontier Road frontage of the Property consisting of approximately 1,100 linear feet with a new 8-inch waterline to create a homogeneous looped system; and (d) an additional approximately 460 feet of dead-end branches of waterline built to service public fire hydrants along with an additional eleven (11) fire hydrants.

7.3 Plans and Specifications; Construction Standards. The Water System Improvements shall be: (a) constructed and installed in accordance with plans and specifications approved by the City, ADEQ, and/or other applicable governmental agencies in accordance with applicable laws, codes, regulations and requirements of all governmental agencies having jurisdiction over the Water System Improvements; and (b) constructed with new materials by a contractor having a valid contractor's license issued by the State of Arizona Registrar of Contractors encompassing the work to be performed.

7.4 Dedication and City Acceptance. Upon completion of the Water System Improvements, the Parties shall execute, acknowledge and deliver such further agreements, documents and/or instruments as may be necessary to convey or dedicate the Water System Improvements to the City. Upon acceptance by the City (such acceptance shall not be unreasonably withheld), the Water System Improvements will be operated and maintained by the City at its sole cost and expense. For purposes of this Agreement, Developer shall be deemed to have completed construction of the Water System Improvements when the improvements are completed and ready for use in accordance with the standards and requirements of the City and other applicable governmental agencies.

7.5 Reimbursement; Water System Repayment Agreement. City and Developer acknowledge that, upon completion of the Water System Improvements, the flow rate capacity for the Water System Improvements will exceed the water service needs for the Project. As such, the parties recognize that other property owners may seek to connect to the Water System Improvements in the future. The parties further recognize and agree, because the Water System Improvements will be dedicated to the City, it will constitute an extension of the City's water system and is eligible for reimbursement in accordance with Chapter 7-08 of the City Code. Within sixty (60) days after completion and acceptance of the Water System Improvements by the City, Developer and City shall enter into a reimbursement agreement providing for the reimbursement of eligible Developer costs of constructing the Water System Improvements in accordance with Chapter 7-08 of the City Code in effect at the time of this Agreement (the "**Water System Repayment Agreement**"). The Water System Repayment Agreement shall include the material terms as set forth in Chapter 7-08 of the City Code.

7.6 City Water Service. The City hereby agrees to: (a) provide water service to the Project for both potable and non-potable uses; and (b) reserve sufficient capacity within the City's water system to provide water service to the Project. The City's obligations in this Section 7.6 shall survive the termination of this Agreement pursuant to Section 9.1.

7.7 Procurement. The Parties acknowledge and agree there are not presently anticipated Developer improvements that would be subject to reimbursement by the City. In the event Developer and the City agree to reimbursement for certain Developer improvements (such as oversized improvements) the contract for the construction of such improvements will be subject to the procurement requirements under A.R.S. Title 34 (Public Buildings and Improvements) and the City's Procurement Code Manual adopted by the City Council on July 16, 2013 (as amended, the "**Procurement Code"**). Prior to the construction of such improvement, Developer shall send to the City a letter describing the process Developer will utilize to advertise for bids and select the lowest responsive and responsible bidder to perform the work in accordance with the Procurement Code. Upon receipt, the City shall promptly review the letter for compliance with the City's Procurement Code. If the procedures specified in the letter comply with the Procurement Code, the City shall provide its confirmation of such compliance by signing the letter, thereby certifying compliance with the Procurement Code. If the City determines the process described in the letter does not meet the requirements of the Procurement Code, then the City shall return the letter to Developer alongside written corrections to the procedures described in the letter that are required to comply with the Procurement Code.

8. DEFAULT; REMEDIES

8.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.

8.2 Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.

8.3 Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 7.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

8.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 8.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

8.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no rights to develop the Property pursuant to this Agreement.

8.6 No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Developer when acting within the scope of their official capacity shall be personally liable: (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

8.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

9. GENERAL PROVISIONS

9.1 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty (30) years from such date; provided, however, that if the City

elects to revert the HR zoning pursuant to Section 4.2 of this Agreement, this Agreement shall terminate as of the effective date of the ordinance reverting the HR zoning. Notwithstanding the termination date of this Agreement, Developer has the obligation to provide the affordable units for a term of thirty (30) years from the date the affordable units are placed into service.

9.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:
City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

To Developer:
Mark D. Breen
Flagstaff OZ Ventures, LLC.
15957 North 81st Street, Suite 101
Scottsdale, AZ 85260

With a copy to:

City of Flagstaff
Attn: City Attorney
211 W. Aspen Ave.
Flagstaff, AZ 86001

Snell & Wilmer
Attn: Michael Maerowitz
One E. Washington Street, Suite 2700
Phoenix, Arizona 85004
Email: mmaerowitz@swlaw.com

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above; notices given by personal delivery shall be deemed delivered on the date of delivery or the same day if delivery is refused.

9.3 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

9.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

9.5 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective

parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

9.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property
Exhibit "B" Site Plan
Exhibit "C" Affordability Plan (including Attachments A-D)
Exhibit "D" Wastewater Service Connection Agreement

9.7 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

9.8 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.9 Governing Law; Venue. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

9.10 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

9.11 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

9.12 Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

9.13 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

9.14 Successors and Assigns; Restriction on Assignment by Developer. The rights and obligations of the Parties under this Agreement are covenants that run with the land. The provisions of this Agreement shall inure to the benefit and be binding upon the permitted successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

(a) Assignments made by the Developer in connection with obtaining financing, and the exercise of lender remedies with respect thereto;

(b) An assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by the City (such approval shall not be unreasonably withheld by the City); provided, however, that if Developer retains a majority ownership interest and management control in such real estate developer, then, in that event, the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity that is controlled by, under common control with, or that controls Developer, or that is owned or controlled by a principal of Developer.

With the exception of those instances set forth above, the Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without the City's consent (provided that the City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by the City.

9.15 Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

9.16 Estoppel Certificate; Financing. Developer may request of the City Manager by providing written notice, and the City Manager shall, within thirty (30) calendar days respond in writing to Developer: (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to City's knowledge, any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed.

9.17 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

10. WAIVER OF CLAIM FOR DIMINUTION IN VALUE

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S. §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws regarding the Property and including the Ordinance (and all stipulations of approval of the Ordinance) regarding the Property and this Agreement. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including the foregoing ordinance and this Agreement, upon the Property.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Developer and City have executed this Agreement as of the day and year first above written.

DEVELOPER:

Flagstaff OZ Ventures, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
County of _____)

On _____, 2024, before me personally appeared _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who s/he claims to be, representing Flagstaff OZ Ventures, L.L.C., an Arizona limited liability company, as its _____, and acknowledged that s/he signed this document on behalf thereof.

_____
Notary Public

My Commission Expires: _____

[Additional signatures follow on next page.]

CITY:

City of Flagstaff, a municipal corporation

By: _____

Name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

Exhibit A

Parcel Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of Tract B of HES No. 619, which lies in the South half of Section 3, and the Southeast quarter of the Southeast quarter of Section 4, Township 20 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows: Beginning at Corner No. 6 of HES No. 619;

Thence South 35 degrees 42 minutes East, 490.82 feet to the most Northerly corner of the Slayton parcel;

Thence South 54 degrees 18 minutes West (record South 54 degrees 18 minutes East} along the Northwesterly line of the Slayton parcel, 140 feet;

Thence South 35 degrees 42 minutes East, along the Southwesterly line of the Slayton parcel, 75 feet; Thence North 54 degrees 18 minutes East, along the Southeasterly line of the Slayton parcel, 140 feet; Thence South 35 degrees 42 minutes East, 133.5 feet to corner No. 7 of HES No. 619;

Thence North 86 degrees 12 minutes West, along the line between HES Corner No. 7 and HES Corner No. 8, 1255.45 feet to the Southeasterly corner of the Stone parcel;

Thence North 03 degrees 48 minutes East, 160 feet along the Stone parcel; Thence North 31 degrees 15 minutes West, 181.31 feet along the Stone parcel;

Thence North 60 degrees 15 minutes 30 seconds East, 865.75 feet along the Keith and Cunningham Southeasterly lines;

Thence South 34 degrees 12 minutes East, 313.16 feet to the Point of Beginning.

EXCEPT that portion conveyed, to Newell Dean and Carol Joanne Despain in instrument recorded in Docket 1375, Page 657.

Exhibit B

Site Plan

Exhibit C

Affordability Plan

This Affordability Plan ("Affordability Plan") pertains to the Development Agreement between the City of Flagstaff, an Arizona municipal corporation ("City"), and Flagstaff OZ Ventures, LLC, an Arizona limited liability company ("Developer"), with respect to the Developer's multi-family residential rental development project to be located at the northwest corner of South Lake Mary Road and Frontier Road, currently addressed as 4631 South Lake Mary Road, Flagstaff, Arizona, and known as Coconino County Assessor's Office Parcel Number 115-03-001 (the "Project"). The Project is planned to consist of 71 apartment type units and 131 townhome style units. All of the Project's units will be for rent. A total of 20% of the overall unit count for the Project will be set aside as affordable units ("Affordable Units") and subject to this Affordability Plan. This Affordability Plan does not apply to the Project's market rate units and serves to detail the requirements set forth in Section 5.1 of the Development Agreement. This document can be modified only upon the express written agreement of the City's Housing Director and the Developer. The affordable housing program described in this Affordability Plan is not federally run.

Affordable Program Details

- 20% of the overall unit count for the Project will be set aside as affordable units .
- The property management company will be responsible for tenant eligibility determination and overall management of the affordable units, with oversight by the City of Flagstaff Housing Section.
- Biannual reports must be submitted to Housing Section staff, refer to Reporting Requirements.
- Each initial Lease term shall be 12 months.

Income Requirements

- The maximum household income for new leases shall not exceed 80% AMI, refer to Attachment A.
- Maximum household income served shall not exceed 80% AMI, except for existing tenants renewing a lease as follows:
    - Existing tenants recertifying their income at lease renewal may continue to qualify for an Affordable Unit if: (i) the tenant's household income does not exceed 120% AMI; and (ii) no more than 10 of the Affordable Units (which represents approximately 5% of the total number of units within the Project) shall be rented to tenants whose household income exceeds 80%.
- The average household income among all the Affordable Unit tenants shall not exceed 80% AMI.

Affordable Rent Requirements

- The maximum monthly rental price will be implemented according to the affordable rent limits by bedroom size set forth in Attachment B. The rent limits are provided by City staff annually and account for different unit sizes and varying income levels. In the event that market rate rents are lower than the rent limits provided, the tenant shall be charged market rate rent. If this occurs, the number of required affordable units must be maintained by serving lower AMI households whose rental rates are below market.

- Since utilities are not included in the cost of rent at the property, a basic utility allowance shall be deducted from the maximum monthly affordable housing payment. Refer to the utility allowance table provided in Attachment C to find the appropriate allowance based on unit size. City staff will work with the property management company before certificates of occupancy are issued to calculate the utility allowances based on utility services onsite.
- *Affordable Rent Calculation Example*: A qualifying tenant's gross annual household income is $42,000, with a gross monthly income of $3,500, which places the household in the 60% AMI category. As a single person, they are placed in a 1-bedroom apartment with a rent of $1,050.
    - The utility allowance (all electric) for a 1-bedroom is $165.
    - The affordable rent calculation for this tenant is as follows:
        - Deduct for utility allowance: $1,050 – $165 = $885
        - Final affordable rent payment = $885

Additional Eligibility Requirements

Though this Affordable Rental Program is not federally administered, the City defers to certain eligibility criteria from the Section 42 Low Income Housing Tax Credit (LIHTC) program. If an applicant's eligibility is in question, management shall reference the "Qualifying Residents" section of the Arizona Department of Housing's (ADOH's) LIHTC Compliance Manual. For example, full time students who are claimed as dependents on a guardian's taxes do not qualify for affordable units, however, management shall refer to the Compliance Manual for exceptions.

All applicants interested in an affordable unit will be required to fill out a Tenant Income Certification (TIC) form (refer to Attachment D), or similar application approved by the City. The following recertification and screening procedures differ from the LIHTC Compliance Manual:

> **Lease Renewal and Recertification.** Annual income recertification shall occur at lease renewal. Notice of recertification for affordable units will be required at least 90 days prior to lease expiration. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by management in accordance with building codes and unit availability. If household income exceeds 100% AMI, the Developer, at its discretion, Developer must require the affordable unit tenant to either vacate or sign a new lease at market rate pricing; provided, however, Developer may alternatively permit the tenant to renew a lease for an Affordable Unit, if (i) the tenant's household income does not exceed 120% AMI; and (ii) no more than 10 of the affordable units (which represents approximately 5% of the total number of units within the Project) shall be rented to tenants whose household income exceeds 100% AMI.
>
> **Screening Process**. Program applicants will be subject to the same background screening process as all other applicants at the property. Unsatisfactory results from the screening process may lead to a denial. Screening criteria shall comply with all state and federal laws.

Location of Units

Commencing at issuance of Certificate of Occupancy, affordable units shall be available for eligible tenants. The Affordable Units shall be scattered throughout the Project's buildings to the extent feasible; however, the location of each unit does not have to be fixed.

Reporting Requirements

The property management company will determine applicant eligibility and oversee administration of the affordable units. The City of Flagstaff Housing Section will monitor the performance of the property management company through a reporting process biannually and may conduct onsite file monitoring. Reporting on the affordable units will occur every 6 months on July 1 and January 1. The affordable unit report shall include the following information:

- Provide the unit number and size of each unit
- Name and household size of each tenant
- Gross annual household income for all tenants 18 years or older
- Average household AMI of all tenants
- Final affordable rent payment. Include math showing the base affordable housing payment and the utility allowance deduction.
- Relevant notes about the status of lease renewals or any other issues reviewed by management
- Indicate which units are vacant and their size
- Provide proof of active marketing of the affordable units (See Advertising below).

Advertising

Property management shall post information about available affordable units on https://www.myhousingsearch.com. Additionally, property management may advertise affordable units on the property's website, rental listing websites, social media platforms, or may contact City of Flagstaff Housing Section about additional advertising methods.

Attachment A: Area Median Income Limits

2024 Area Median Income Limits for Flagstaff, AZ

Affordable Rental Program

Household size	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80% Max Income for Initial Lease	85%	90%	95%	100% AMI Max Income for Recertifying Tenants
1	$21,000	$24,500	$28,000	$31,500	$35,000	$38,500	$42,000	$45,500	$49,000	$52,500	$56,000	$59,500	$63,000	$66,500	$70,000
2	$24,000	$28,000	$32,000	$36,000	$40,000	$44,000	$48,000	$52,000	$56,000	$60,000	$64,000	$68,000	$72,000	$76,000	$80,000
3	$27,000	$31,500	$36,000	$40,500	$45,000	$49,500	$54,000	$58,500	$63,000	$67,500	$72,000	$76,500	$81,000	$85,500	$90,000
4	$29,970	$34,965	$39,960	$44,955	$49,950	$54,945	$59,940	$64,935	$69,930	$74,925	$79,920	$84,915	$89,910	$94,905	$99,900
5	$32,370	$37,765	$43,160	$48,555	$53,950	$59,345	$64,740	$70,135	$75,530	$80,925	$86,320	$91,715	$97,110	$102,505	$107,900
6	$34,770	$40,565	$46,360	$52,155	$57,950	$63,745	$69,540	$75,335	$81,130	$86,925	$92,720	$98,515	$104,310	$110,105	$115,900
7	$37,170	$43,365	$49,560	$55,755	$61,950	$68,145	$74,340	$80,535	$86,730	$92,925	$99,120	$105,315	$111,510	$117,705	$123,900
8	$39,570	$46,165	$52,760	$59,355	$65,950	$72,545	$79,140	$85,735	$92,330	$98,925	$105,520	$112,115	$118,710	$125,305	$131,900

Source: https://www.huduser.gov/portal/datasets/il/il2024/2024sum_mtsp.odn?inputname=METRO22380M22380*Flagstaff%2C+AZ+MSA&area_choice=hmfa&year=2024

The City of Flagstaff will provide new income limits annually as they are made available by HUD.

Attachment B: Affordable Rent Limits

2024 Rental Rates for Flagstaff, AZ
Affordable Rental Program

Bedrooms	Up to 30%	31-35%	36-40%	41-45%	46-50%	51-55%	56-60%	61-65%	66-70%	71-75%	76-80%	81-85%	86-90%	91-95%	96-100%
Efficiency	$525	$613	$700	$788	$875	$963	$1,050	$1,138	$1,225	$1,313	$1,400	$1,488	$1,575	$1,663	$1,750
1 Bedroom	$600	$700	$800	$900	$1,000	$1,100	$1,200	$1,300	$1,400	$1,500	$1,600	$1,700	$1,800	$1,900	$2,000
2 Bedrooms	$675	$788	$900	$1,013	$1,125	$1,238	$1,350	$1,463	$1,575	$1,688	$1,800	$1,913	$2,025	$2,138	$2,250
3 Bedrooms	$749	$874	$999	$1,124	$1,248	$1,374	$1,498	$1,623	$1,748	$1,873	$1,998	$2,123	$2,247	$2,373	$2,497
4 Bedrooms	$809	$944	$1,079	$1,214	$1,348	$1,484	$1,618	$1,753	$1,888	$2,023	$2,158	$2,293	$2,427	$2,563	$2,697
5 Bedrooms	$869	$1,014	$1,159	$1,304	$1,448	$1,594	$1,738	$1,883	$2,028	$2,173	$2,318	$2,463	$2,607	$2,753	$2,897

The City of Flagstaff will provide updated rent limits after the release of HUD's AMI limits each year. The rent limits shown are considered the total monthly housing payment, inclusive of basic utilities. If utilities are not included in rent, the appropriate utility allowance is deducted from the numbers shown above. See Attachment C for the Utility Allowance table.

Attachment C: Utility Allowances

Updated 2023 - Utility Allowances Table PROPERTY NAME					
ADDRESSS					
The following allowances are used to approximate the total cost of tenant-paid basic utilities. The total allowance must be deducted from the maximum affordable rental payment calculation. City of Flagstaff Housing staff will provide new utlity allowances as they are available.					
Utility or Service	**Fuel Type**	**Studio**	**1 BR**	**2 BR**	**3 BR**
Heating	Natural Gas	$18	$20	$26	$34
	Bottled Gas	$24	$26	$34	$44
	Electric	$38	$48	$86	$114
	Electric – Heat	$38	$48	$86	$114
	Other				
Cooking	Natural Gas	$2	$3	$5	$6
	Bottled Gas	$2	$4	$6	$8
	Electric	$5	$6	$10	$15
	Other				
Other Electric		$24	$27	$37	$50
Water Heating	Natural Gas	$5	$6	$10	$12
	Bottled Gas	$6	$8	$13	$16
	Electric	$9	$14	$23	$34
	Electric - Heat	$9	$14	$23	$34
Water		$29	$33	$41	$60
Sewer		$11	$17	$25	$41
Trash Collection		$20	$20	$20	$20
Other – specify					
		$240	**$294**	**$445**	**$602**

Attachment D: Tenant Income Certification Form (TIC)

Arizona Department of Housing

TENANT INCOME CERTIFICATION

☐ Initial Certification ☐ Recertification ☐ Other _____
☐ Unit Transfer - from unit # _____

Effective Date: _____
Move-In Date: _____ (MM/DD/YYYY)

PART I - DEVELOPMENT DATA

Property Name: _____ County: _____ BIN #: _____ PISD: _____
Address: _____ Unit #: _____ # Bdrms: _____ Sq. Ftge.: _____

PART II - HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth	F/T Student	Last 4 Digits of Social Security No. or Alien Reg. No	Race	Ethnicity	Disabled?
1									
2									
3									
4									
5									
6									
7									

PART III - GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
TOTALS	$	$	$	$

Add totals from (A) through (D) above — **TOTAL INCOME (E):** $

PART IV - INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Assets	(I) Annual Income from Assets
			$	$
			$	$
			$	$
			$	$
			$	$
	Enter Column (H) Total	Passbook Rate	**TOTALS:** $	$
	If over $5000 $ _____	X 0.06%	(J) Imputed Income:	$

Enter the greater of the total of column I or J: Imputed Income. — **TOTAL INCOME FROM ASSETS (K):** $

(L) Total Annual Household Income from all Sources [Add (E)+(K)]: $

Have you disposed of any asset(s) valued at $1,000 or more in the past two years for less than the fair market value? ☐ Yes ☐ No

I/We certify that the total value of assets owned by all household members as of the Effective Date (stated Above) is $

The total annual income derived from the assets is $

Assets include cash held in savings and/or checking accounts, trust funds, equity in real estate and other capital investments, stocks, bonds, Treasury bills, certificates of deposit, money market funds, IRA accounts, retirement and pension funds, lump sum receipts (i.e., lottery winnings, insurance settlements, etc.) and personal property held as an investment (i.e. gem or coin collections, paintings, antiques, etc). Do not include necessary personal property such as furniture, automobiles and clothing.

PART V - DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES From item (L) on page 1 $

Household Meets Income Restriction at:
☐ 60% ☐ 50% ☐ 40%
☐ 30% ☐ 20% ☐ _____ %

Unit #:

RECERTIFICATION ONLY:
Current Income Limit x 140%
$ _____
Household Income exceeds 140% at recertification? ☐ Yes ☐ No

Current Income Limit per Family Size $ _____
Household Income at Move-In $ _____
Household Size at Move-In: $ _____

Average Income Test use below:
☐ 80% ☐ 70% ☐ 60% ☐ 50%
☐ 40% ☐ 30% ☐ 20% ☐ _____ %

PART VI - RENT

Tenant Paid Rent $ _____
Utility Allowance $ _____
Other Non-Optional Charges $ _____

GROSS RENT FOR UNIT: (Tenant paid rent Utility Allowance & Other Non-Optional Charges) $

Maximum Rent Limit for this Unit: $ _____

Unit meets rent restriction at:
☐ 80% ☐ 70% ☐ 60% ☐ 50%
☐ 40% ☐ 30% ☐ 20% ☐ _____ %

Federal Rent Assistance $ _____
Non-Federal Rent Assistance $ _____
TOTAL RENT ASSISTANCE $ _____

*** Source of Federal Assistance**

1 ** HUD Multi-Family Project Based Rental Assistance (PBRA)
2 Section 8 Moderate Rehabilitation
3 Public Housing Operating Subsidy
4 HOME Rental Assistance
5 HUD Housing Choice Voucher (HCV), tenant-based
6 HUD Project-Based Voucher (PBV)
7 USDA Section 521 Rental Assistance Program
8 Other Federal Rental Assistance

** (PBRA) Includes: Section 8 New Construction/Substantial Rehabilitation; Section 8 Loan Management; Section 8 Property Disposition; Section Section 202 Project Rental Assistance Contracts (PRAC)

* Source: ☐

PART VII - STUDENT STATUS

Are All Occupants Full Time Students?
☐ Yes ☐ No

If yes, enter Student Explanation* (also attach documentation)
*Enter 1-5 _____

***Student Explanation**

1 TANF assistance
2 Job Training Program
3 Single parent/ dependent child
4 Married/joint return
5 Formerly received foster care assistance

PART VIII - PROGRAM TYPE

Mark the program(s) listed below (a through e) for which the household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

☐ a. Tax Credit	☐ b. HOME	☐ c. Tax Exempts	☐ d. AHDP	☐ e. _____ (name of program)
See Part V above	*Income Status*	*Income Status*	*Income Status*	*Income Status*
	☐ ≤ 50% AMGI	☐ ≤ 50% AMGI	☐ ≤ 50% AMGI	☐ ≤ _____
	☐ ≤ 60% AMGI	☐ ≤ 60% AMGI	☐ ≤ 80% AMGI	☐ ≤ _____
	☐ ≤ 80% AMGI	☐ ≤ 80% AMGI	☐ OI**	☐ OI**
	☐ OI**	☐ OI**		

** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

HOUSEHOLD CERTIFICATION & SIGNATURE OF OWNER/REPRESENTATIVE

The information on this form will be used to determine maximum income eligibility. I/We have provided for each person set forth in Part II acceptable verfications of current anticipated annual income. I/We agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/We agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/We certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes the act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature _____ Date _____ Signature _____ Date _____

Signature _____ Date _____ Signature _____ Date _____

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE **TITLE** **DATE**

Arizona Department of Housing

TENANT INCOME CERTIFICATION Continued

BIN #: _____

Unit #: _____

PART II - HOUSEHOLD COMPOSITION Continued									
HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth	F/T Student	Last 4 Digits of Social Security No. or Alien Reg. No	Race	Ethnicity	Disabled?
8									
9									
10									

PART III - GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS) Continued				
HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

PART IV - INCOME FROM ASSETS Continued				
HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Assets	(I) Annual Income from Assets
			$	$
			$	$
			$	$
			$	$
			$	$

Exhibit D

Wastewater Service Connection Agreement

See following pages.

WASTEWATER SERVICE CONNECTION AGREEMENT

This Wastewater Service Connection Agreement (this "**Connection Agreement**") is entered into as of this ___ day of _____, 202__ by and among Flagstaff OZ Ventures, LLC, an Arizona limited liability company (the "**Developer**") and the City of Flagstaff, an Arizona municipal corporation (the "**City**") and relates to the connection of a privately owned and operated wastewater line to the City's wastewater collection and treatment facilities, as further described herein.

RECITALS

A. Developer and City have executed that certain Development Agreement of even date with this Connection Agreement (the "**Development Agreement**") whereby Developer will construct a multi-family residential development (the "**Project**") on that certain real property legally described in Appendix A hereto and incorporated herein by this reference (the "**Property**").

B. To allow for wastewater from the Project to be treated by the City, Developer intends to construct certain wastewater facilities consisting of a pressurized sewer line, a lift station and a gravity sewer line, as particularly described and set forth in the Development Agreement (the "**Sewer System**").

C. Pursuant to the Development Agreement, the Developer and the City are required to enter into this Connection Agreement for the connection of the Sewer System to the City's wastewater collection and treatment facilities.

D. Pursuant to the Development Agreement, the Developer and the City desire to enter into this Connection Agreement to establish the rights and obligations of Developer and City with respect to the construction of the Sewer System, the connection of the Sewer System to the City's wastewater collection and treatment facilities and the City's treatment of wastewater from the Project. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, and in further consideration of the mutual covenants and conditions set forth below, Developer and City mutually covenant and agree as follows:

SECTION I
PRESSURIZED SEWER SYSTEM

1.01 Construction by Developer. Developer shall construct the Pressurized Sewer System (as defined in the Development Agreement) in accordance with the terms of the Development Agreement.

1.02 Ownership and Operation. The parties acknowledge and agree that the City Code does not currently permit the City to own and operate a pressurized wastewater system, which includes the Pressurized Sewer System. However, the City is currently evaluating a text amendment (the "**Text Amendment**") to its City Code, which, if approved, would permit the City to own and operate all or part of the Pressurized Sewer System. As such, upon completion of the Pressurized Sewer System, the Pressurized Sewer System will be privately owned and operated by a private utility (the "**Utility**") on behalf of Developer until such time that the Pressurized Sewer System, or a part thereof, is dedicated to the City for ownership and operation, and the City has accepted such dedication in accordance with Section 1.08 of this Connection Agreement. The private Utility that operates the Pressurized Sewer System shall be an entity authorized to operate in Arizona by, and in good standing with, the Arizona Corporation Commission that employs an Arizona Department of Environmental Quality ("**ADEQ**") certified operator holding a current (non-expired) certificate issued by ADEQ in the field of wastewater collection for a grade 1 or higher wastewater collection system.

1.03 Private Utility Agreement. Prior to commencing construction of the Pressurized Sewer System, Developer shall enter into an agreement (the "**Private Utility Agreement**") with the private Utility for the Utility to operate and maintain the Pressurized Sewer System upon completion of construction by Developer. Developer shall provide the City with the opportunity to review and approve the Private Utility Agreement prior to commencing construction of the Pressurized Sewer System, which approval shall not be unreasonably withheld (Developer shall subsequently provide any amendments to the Private Utility Agreement to the City for review and approval). The Private Utility Agreement shall remain in full force and effect until the occurrence, if at all, of either of the following:

a. The City has provided written Notice to Operate as defined and described in Section 1.08 below, the Developer has dedicated the entirety of the Pressurized Sewer System to the City for ownership, operation and maintenance, and the City has accepted such dedication; or

b. Developer and the City have entered into an operation and maintenance agreement for the Pressurized Sewer System (a "**O&M Agreement**"), pursuant to which the City would operate and maintain the Pressurized Sewer System in exchange for payment/fees provided to the City by Developer, subject to the terms therein.

1.04 Connection of Other Wastewater Discharges to Sewer System. The parties recognize other property owners proximate to the Pressurized Sewer System may seek to connect to the Pressurized Sewer System for treatment of wastewater by the City. While the Pressurized Sewer System is owned by Developer, the Developer may permit other residential property owners to connect to the Pressurized Sewer System; non-residential connections may only be permitted with prior City approval, which approval shall not be unreasonably withheld. The City will treat wastewater from the proposed connections, subject to the following requirements and restrictions:

a. A connection fee ("**Connection Fee**") must be paid by the property owner to the Developer. The Connection Fee charged by the Developer for the connection to the

Pressurized Sewer System shall be based on the proposed connection's pro rata share of the total costs of constructing the Pressurized Sewer System as calculated by the total number of units on the parcel seeking to connect for residential uses and by design flow for non-residential uses. For purposes of determining the amount of the Connection Fee, the "total costs" of constructing the Pressurized Sewer System shall include all costs of constructing the Pressurized Sewer System, including the construction contract price, the inspection and permit fees paid to the City, the engineering fees required for the preparation of plans and specifications, and the costs of acquiring the necessary property rights and/or easements to construct and install the Pressurized Sewer System. With Developer's submission to the City of the civil plans for the Pressurized Sewer System, Developer shall provide the City with an engineer's estimate of the probable total costs for the construction of the Pressurized Sewer System (the "**Engineer's Estimate**"); provided, however, the parties recognize and agree that the actual Connection Fee charged by Developer for the proposed connection shall be based on the total costs contained within the Final Costs Report described in the preceding sentence. Following construction of the Pressurized Sewer System, and prior to charging a Connection Fee for any proposed connection, Developer shall provide the City with copies of all invoices from contractors or subcontractors and any other documentation evidencing the total costs of constructing the Pressurized Sewer System (the "**Final Costs Report**"). In addition to the Connection Fee, all connections will be required to pay standard City water and sewer system fees. For such time as Developer, its successors or assigns own all or a portion of the Sewer System, Developer shall cause a report of all Connection Fees collected (each, a "**Connection Fee Report**") to be provided to the City on each anniversary of this Connection Agreement and on the date the City takes possession of the Pressurized Sewer System.

b. A request for sewer impact analysis must be submitted to the City and the analysis completed by the City demonstrating that the additional connection will not exceed the collection and treatment capacity in the City's wastewater collection and treatment facilities. The sewer impact analysis shall be prepared in accordance with the City's requirements and must be submitted to the City prior to civil plan approval for Developer's Project.

c. Following the City's approval of Developer's civil plans for the Project, the City may refuse to approve additional connections prior to the City Acquisition Deadline (defined in Section 1.08 below). If the City has not acquired the Pressurized Sewer System or any part thereof in accordance with Section 1.08 of this Connection Agreement by the City Acquisition Deadline, then additional connections to the Pressurized Sewer System will thereafter be permitted provided the following conditions are met: (i) the City shall complete a sewer impact analysis demonstrating that the additional connection will not exceed the collection and treatment capacity in the City's wastewater collection and treatment facilities; and (ii) a Connection Fee is paid to Developer in accordance with Section 1.04(a) of this Connection Agreement.

d. Developer may execute documents related to Developer's acquisition of property rights necessary to construct and operate the Pressurized Sewer System only after

review and approval of such documents by the City, which approval shall not be unreasonably withheld.

1.05 Connection to City Facilities. City will permit the Pressurized Sewer System to make all necessary connections to wastewater facilities owned by the City so that wastewater from the Pressurized Sewer System may be delivered to the City's wastewater collection and treatment facilities. Prior to connection, Developer will pay all standard City water and sewer system fees.

1.06 Wastewater Acceptance and Treatment. City will accept for treatment all wastewater delivered to the City's wastewater treatment facilities from the Pressurized Sewer System.

1.07. Billing for Wastewater Treatment. While the Pressurized Sewer System is owned by Developer and being operated by Utility on behalf of Developer, the City will bill Utility for all wastewater delivered to City from the Pressurized Sewer System at rates that may not differ materially from rates charged to others in the City's boundaries for wastewater service; provided, however, that if the City determines, as part of acquisition of the Pressurized Sewer System pursuant to Section 1.08 of this Connection Agreement, there are additional maintenance costs to the City associated with the Pressurized Sewer System, the City may assess such costs pursuant to a maintenance agreement with the Utility. City understands and agrees that Utility may recover apportioned payments for the City's wastewater bill from all property owners connected to the Pressurized Sewer System (which includes any other property owners that connect to the Pressurized Sewer System in accordance with Section 1.04 of this Connection Agreement).

1.08 Acquisition by City. During the period commencing on the effective date of this Connection Agreement and ending on the date that is two (2) years after connection of the Pressurized Sewer System to the City's public sewer system (the "**City Acquisition Deadline**"), the City shall have the right, in its sole discretion, to own and operate the Pressurized Sewer System or any part thereof. If the City chooses to acquire and operate the Pressurized Sewer System or any part thereof prior to the City Acquisition Deadline, the City shall exercise its right by giving written notice to Developer of its intent to own and operate the Pressurized Sewer System or any part thereof ("**Notice to Operate**"). The Notice to Operate shall specify the date upon which the City will accept ownership and commence operations of the Pressurized Sewer System or any part thereof, provided that such date specified within the Notice to Operate shall not be later than ninety (90) days from the date of the Notice to Operate. On the date specified in the Notice to Operate, the Pressurized Sewer System or any part thereof indicated by the City shall be dedicated to the City for ownership, operation and maintenance, and the City shall accept such dedication. The Parties shall execute, acknowledge and deliver such further agreements, documents and/or instruments as may be necessary to dedicate the Pressurized Sewer System or any part thereof to the City. If the City does not provide its Notice to Operate to Developer by the City Acquisition Deadline, then the Pressurized Sewer System shall continue to be privately owned and operated, unless thereafter the parties mutually agree to dedicate the Pressurized Sewer System or any part thereof to the City for ownership and operation.

1.09 Reimbursement After Dedication to City. The parties recognize and agree, if the City acquires the Pressurized Sewer System or any part thereof, it will constitute an extension of

the City's sewer system and is therefore eligible for reimbursement under its City Code. Prior to the City's acceptance of the Pressurized Sewer System or part thereof, the parties shall enter into a reimbursement agreement providing for the reimbursement of Developer's eligible costs of constructing that portion of the Pressurized Sewer System in accordance with Chapter 7-08 of the City Code in effect at the time of this Connection Agreement (the "**Pressurized Sewer System Repayment Agreement**"). The Developer's eligible costs of constructing the Pressurized Sewer System shall be reduced by any Connection Fees paid to the Developer, its successors or assigns, as set forth in the Connection Fee Reports.

1.10 Joint Development Agreement. City and Developer have been in discussions with Ascent Lofts LLC ("**Ascent**"), the owner of Coconino County Assessor Parcel Numbers 11503003A, -003B, and -003C (together, the "**Ascent Property**"), which has expressed interest in developing the Ascent Property with a multi-family residential development (the "**Ascent Development**") and connecting the Ascent Development to the Pressurized Sewer System and Water System Improvements in order to receive wastewater and water service for the Ascent Development. Developer and Ascent are currently in negotiations regarding a joint development agreement that, as currently contemplated, would establish provisions regarding the responsibilities to construct the Sewer System and Water System Improvements (as defined in the Development Agreement) and for the sharing of costs between Developer and Ascent for the construction of such improvements (the "**JDA**"). In the event a JDA is executed between Developer and Ascent, City acknowledges and agrees Developer and Ascent may mutually determine the monetary amount each party to the JDA (Developer and Ascent) is responsible for the costs of constructing the Sewer System and Water System Improvements (including, but not limited to, the construction contract price, the inspection and permit fees paid to the City, the engineering fees required for the preparation of plans and specifications, and the costs of acquiring the necessary property rights and/or easements to construct and install such improvements); provided, however (i) the amount paid by Ascent to Developer under the terms of the JDA shall satisfy Ascent's requirement to provide a Connection Fee to Developer (no separate Connection Fee will be required to be paid by Ascent to Developer in order to receive wastewater service pursuant to this Connection Agreement), (ii) the amount paid by Ascent to Developer under the terms of the JDA for the Pressurized Sewer System shall be included in the Connection Fee Report provided by Developer to the City, and (iii) in any future repayment agreement between the Developer and City contemplated by this Connection Agreement or the Development Agreement (namely, the Pressurized Sewer System Repayment Agreement, Gravity Sewer System Repayment Agreement and Water System Repayment Agreement), Developer's eligible reimbursement costs of constructing the Pressurized Sewer System, Gravity Sewer System or Water System Improvements shall be reduced by the amounts paid to Developer by Ascent for such improvements under the JDA.

1.11 Sewer Lift Station. It is Developer's present intent to locate the sewer lift station (to be constructed as part of the Pressurized Sewer System) on either Developer's Property (generally near the northwest corner of the Property next to the retention area shown on the Site Plan) or the Ascent Property. The Parties recognize and agree that the location of the sewer lift station is subject to change and the ultimate location of the sewer lift station will be determined by the civil plans for the Pressurized Sewer System upon approval by the City.

SECTION II
GENERAL PROVISIONS

2.01 Incorporation of Introduction and Recitals. The Introduction and Recitals set forth at the beginning of this Connection Agreement are hereby incorporated by reference and made a specific part of this Connection Agreement.

2.02 Indemnification. Developer will defend, indemnify and hold harmless the City and its officers, directors, agents, and employees from and against any and all claims, damages, judgments, fines, penalties, assessments, costs and expenses, including reasonable attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active negligence or willful misconduct of the party, its agents, servants, employees, contractors or subcontractors in the construction or operation of the Pressurized Sewer System, including operation by the Utility; provided, however, that Developer shall not be required to indemnify the City to the extent of any negligent or wrongful acts of the City.

2.03 Waivers. The failure of either party to this Connection Agreement to enforce any of the provisions of this Connection Agreement or the waiver by either party of any of its rights under this Connection Agreement in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

2.04 Notices. Communications under or relating to this Connection Agreement shall be sent as follows:

Developer:
Mark D. Breen
Flagstaff OZ Ventures, LLC
15957 North 81st Street, Suite 101
Scottsdale, AZ 85260

With a copy to:
Snell & Wilmer L.L.P.
One E. Washington Street, Suite 2700
Phoenix, Arizona 85004
Attn: Michael Maerowitz

City:
City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

With a copies to:
City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Gust Rosenfeld P.L.C.
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004
Attn: Andrew McGuire

Notices shall be in writing and delivered in person or by nationally recognized overnight carrier and shall be effective upon receipt or if delivery is refused, on the same day if in person, or the following business day if by nationally recognized overnight carrier.

2.05 Remedies; Cure Periods. Each party shall be entitled to all rights and remedies available at law or in equity to redress a default under this Connection Agreement by the other party; provided, however, that notwithstanding the foregoing to the contrary: (i) neither party will be liable to the other party for any incidental, consequential, special, punitive, or other indirect damages, regardless of whether such damages arise under breach of contract, tort, or other theory of law; and (ii) no party shall be deemed to be in default under this Connection Agreement unless (a) such party has failed to pay a monetary amount when due under this Connection Agreement and such failure has continued for more than thirty (30) days following written notice of such failure by the other party, or (b) such party has failed to perform any obligation under this Connection Agreement, other than that described in clause (a) above, and such failure has continued for more than sixty (60) days following written notice of such failure by the other party, unless such failure cannot be cured within such 60-day period, in which event no default shall be deemed to have occurred if the party having received such notice commences a reasonably diligent effort to cure such failure within such 60-day period and continues such diligent effort until such failure is fully and completely cured; in no event shall such cure period exceed 120 days.

2.06 Governing Law. This Connection Agreement is governed by and construed in accordance with the laws of the State of Arizona, without giving effect to its conflicts of law provisions.

2.07 Entire Agreement. Following full execution by each party, this Connection Agreement and the Development Agreement contain the entire agreement between Developer and City with respect to the construction of the Sewer System and connection of the Sewer System to the City's wastewater facilities for treatment by the City, superseding all prior communications, understandings and agreements of or between the parties with respect to such subject matter. All changes or amendments to, and any termination of, this Connection Agreement must be in writing and signed by the parties. If any provision of this Connection Agreement is deemed unenforceable by a court of competent jurisdiction, the provision shall be severable and, at the election of the benefitted party to the severed provision, the remainder of the Connection Agreement shall be enforceable.

2.08 Assignment. This Connection Agreement shall be binding upon and inure to the benefit of Developer and City and their respective legal representatives, successors and assigns. Neither Developer nor City shall assign its rights, obligations or interest in this Connection Agreement without the prior written consent of the other, and any attempted assignment without such consent shall be void and of no effect.

2.09 Conflicting Provisions. In the event of any conflict in the terms of this Connection Agreement and the Development Agreement with respect to the Sewer System, this Connection Agreement shall govern and control.

2.10 Counterparts. This Connection Agreement may be executed in multiple counterparts, together which shall constitute one original. This Connection Agreement may be executed by electronic signature attached to the document as finalized by the parties, which shall constitute an original.

2.11 Due Authorization. Each party hereto represents and warrants that the signatory is authorized to bind its respective company and no individual signatory on behalf of a legal entity shall be individually liable hereunder.

[Signature pages follow.]

IN WITNESS WHEREOF, this Connection Agreement has been duly executed by Developer and Landowner as of the day and year first above written.

DEVELOPER:

Flagstaff OZ Ventures, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of _____)

On _____, 2024, before me personally appeared _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who s/he claims to be, representing Flagstaff OZ Ventures, L.L.C., an Arizona limited liability company, as its __, and acknowledged that s/he signed this document on behalf thereof.

_____
Notary Public

My Commission Expires: _____

[Additional signatures follow on next page.]

CITY:

City of Flagstaff, a municipal corporation

By: _____

Name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

APPENDIX "A"

Legal Description and Depiction of the Property

Snell & Wilmer

Understanding what makes *you* unique.®

Atlantic Development

Lake Mary Housing

I.3 Completed Application for Direct to Ordinance Zoning Map Amendment Review

Zoning Group

Nick Wood, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Taylor N. Moran
Urban Planner

Ty Utton
Assistant Planner

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	**Application for Direct to Ordinance Zoning Map Amendment**	File Number

Project Name Lake Mary Housing			
Site Address NWC of Lake Mary Rd. & Frontier Rd.	**Parcel Number(s)** 115-03-001A	**Subdivision & Lot Number** N/A	**Site Acreage** 13.96
Existing Zoning District Estate Residential	**Proposed Zoning District** High Density Residential	**Existing Regional Plan Area and Place Type** Suburban Neighborhood	
Existing Use Undeveloped	**Proposed Use** Multi-family Residential		
Property Information:	☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____) ☐ Yes ☒ No Existing structures are over 50 years old at the time of application? ☒ Yes ☐ No Subject property is undeveloped land?		
Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase) Large			

Property Owner(s) Fleming Properties LLC		**Phone** N/A
Mailing Address 5620 N. 69th Place	**City, State, Zip** Paradise Valley, AZ, 85253	**E-mail** N/A
Applicant(s) Atlantic Development & Investments LLC		**Phone** (602)382-6824
Mailing Address 15957 N. 81st St., Suite 101	**City, State, Zip** Scottsdale, AZ 85260	**E-mail** ngriemsmann@swlaw.com
Project Representative(s) Nick Wood, Snell & Wilmer, LLP		**Phone** (602)382-6824
Mailing Address 400 E. Van Buren St., Suite 1900	**City, State, Zip** Phoenix,AZ, 85004	**E-mail** ngriemsmann@swlaw.com

Property Owner Signature (required)	Date	Applicant Signature	Date
	5/18/22	Mark D Breen	5/18/22

For City Use

Date Filed:	**File Number(s):**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	**Action by City Council:**
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	PW/Water Services	Stormwater

FRONTIER AVE

RR
HR
LI
ER
PLF
RR
RR
E FRONTIER AVE
FOREST SERVICE 3E RD
EICHTSHOLM TRL
E C O BAR TRL
S J DIAMOND RD
4584
4588
2050
2017
2116
2256
5385
5332
5421
5380
4596
2140
5447
5420
4601
2155
5440
2268
2272
4605
2206
2380
4609
4610
4613
2248
4619
2255
2260
2275
2283
4623
4631
2000
2100
2110
4635

SNELL
& WILMER

Zoning Group

Nick Wood, Esq
Attorney

Mike Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

Lake Mary Housing

PZ-21-002130-1

Notice of Public Hearing

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-21-002130-1

Project Name: Lake Mary Housing

Applicant Name: Atlantic Development & Investments LLC

Location: NWC Lake Mary Road & Frontier Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Planning Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 7th day of October, 2024 by:

_____
Notary Public

ROSALIND M. RODRIGUEZ
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 672764
Expires October 5, 2028

My Commission Expires:

October 5, 2028

SNELL
& WILMER

Zoning Group

Nick Wood, Esq
Attorney

Mike Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

Lake Mary Housing

PZ-21-002130-1

Exhibit A - Written Notice

Snell & Wilmer
ONE EAST WASHINGTON STREET
SUITE 2700
PHOENIX, ARIZONA 85004-2556
602.382.6000 P
602.382.6070 F

Michael Maerowitz
(602) 382-6494
mmaerowitz@swlaw.com

October 7, 2024

Re: Project Update Meeting and Public Hearing Notification for the Property Located at the Northwest Corner of Lake Mary Road and Frontier Road in Flagstaff, Arizona

Dear Property Owner or Neighborhood Organization Representative:

As you may know from prior correspondence you have received from us, on behalf of Atlantic Development & Investments, Inc. ("Atlantic"), we have filed a zoning map amendment application (Case No. PZ-21-002130-1) with the City of Flagstaff for an approximately 14-acre site located at the northwest corner of Lake Mary Road and Frontier Road in Flagstaff, Arizona (Parcel No. 115-03-001A) addressed as 4631 South Lake Mary Road (Exhibit A) (the "Property"). The request is to change the existing zoning designation of the Property from Estate Residential (ER) to High Density Residential (HR) to accommodate the development of the Property with a proposed multi-family residential development.

The purpose of this letter is to inform you that meetings/hearings have now been scheduled by the City of Flagstaff to review our case. The details of these meetings are included on the following page.

In addition, prior to the public hearings, we would like to invite you to a meeting (virtual via Zoom) with the development team so that we may provide a project update and address any questions you may have. The details for this project update meeting are also included on the following page.

Development Details. Atlantic is one of the nation's most successful developers of affordable housing communities and the largest affordable housing developer in the state of Arizona. On December 1, 2020, the City of Flagstaff declared a housing crisis within the City. Hearing the affordable housing crisis in Flagstaff, Atlantic chose Flagstaff for their next project to help be a part of providing new homes in the City and alleviating the housing crisis.

Atlantic is proposing to develop the Property with a multifamily for rent community featuring a total of 202 residences with two different styles of residences (the "Project"). As shown on the Site/Landsacpe Plan included with this letter, a majority of the Project's residences will be

designed as "Townhome" style residences consisting of two or three bedrooms. Along the western boundary of the Property, will be more traditional "flat" style residences consisting of one, two or three bedrooms. A portion of the Project's residences (approximately 20%) will be affordable housing units to provide more affordable housing options in the City. Conceptual Renderings for the Project's residences are provided with this letter for your reference.

Amenity areas are placed throughout the development with the main amenity area located within the western portions of the Project. Amenities proposed include a clubhouse, pool, ramada, seating areas, fire pits, barbeques, and play areas.

Details for the project update meeting are as follows:

Project Update Meeting
Date/Time: **Wednesday, October 16, 2024 at 6:00 p.m.**

Location: Meeting will be held **virtually.**

To participate in the virtual meeting, please utilize the meeting access link at:

https://swlaw.zoom.us/webinar/register/WN_UnQ2cEXxQMCdkxfWoNWweQ

The meetings/hearings are scheduled as follows:

Planning Commission Hearing
Date/Time: **Wednesday, October 23, 2024 at 4:00pm**
Location: Council Chambers, City Hall (211 W. Aspen Ave.), **And virtually**. For more information, please see: https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission

City Council Hearing 1st Read
Date/Time: **Tuesday, November 19, 2024 at 3:00pm**
Location: Council Chambers, City Hall (211 W. Aspen Ave.), **And virtually**. For more information, please see: https://www.flagstaff.az.gov/328/Meeting-Protocols-Information

City Council Hearing 2nd Read
Date/Time: **Tuesday, December 3, 2024 at 3:00pm**
Location: Council Chambers, City Hall (211 W. Aspen Ave.), **And virtually**. For more information, please see: https://www.flagstaff.az.gov/328/Meeting-Protocols-Information

You are welcome to attend any or all of these meetings/hearing to learn about the case and make your opinions known. Please confirm the meeting details with the City of Flagstaff Planning and Development Services Department before attending as they are subject to change.

Please feel free to contact me or Noel Griemsmann, AICP, Senior Urban Planner, at (602) 382-6824 or via e-mail to ngriemsmann@swlaw.com should you have any questions regarding this proposal, wish to express your thoughts, have any issues participating in the virtual project update meeting and/or request reasonable assistance with respect to this notice.

The City of Flagstaff Planner assigned to this case is Ben Mejia. Mr. Mejia can be reached at (928) 213-2616 or via email to ben.mejia@flagstaffaz.gov. Mr. Mejia can answer your questions regarding the City review and hearing processes.

You may also make your opinions known on this case by emailing or writing to the City of Flagstaff Planning & Development Services Department, 211 West Aspen Avenue, Flagstaff, Arizona 86001, referencing the case numbers on the first page of this letter. Your email/letter will be made part of the case file. Please copy ben.mejia@flagstaffaz.gov and ngriemsmann@swlaw.com on any email correspondence.

Again, I would be happy to answer any questions or discuss any comments that you may have regarding this proposal. Thank you for your attention to this letter.

Very truly yours,

Snell & Wilmer

Michael Maerowitz

Michael Maerowitz

Exhibit A – Site Aerial

PLANT LEGEND

TREES	SPECIFICATION
Pinus ponderosa Ponderosa Pine	6' Height
Pinus nigra Austrian Pine	6' Height
Populus tremuloides Quaking Aspen	3" Caliper
Platanus wrightii Arizona Sycamore	3" Caliper
Malus"Spring Snow" Spring Snow Crabapple	3.0" Caliper
Fraxinus pennsylvanica Green Ash	3" Caiper
Gledetsia triacanthos inermis Thornless Honeylocust	4" Caliper
Acer x freemanii Freeman Maple	3" Caliper
Prunus virginiana "Shubert" Canada Red Chokecherry	3" Caliper

SHRUBS	SIZE
Rosy Glow Barberry	5 Gallon
Potentilla fruiticosa "Gold Drop" Gold Drop Potentilla	5 Gallon
Spirea japonica "Little Princess" Little Princess Spirea	5 Gallon
Arcadia Juniper	5 Gallon
Oregon Grape	5 Gallon
Common Chokecherry	5 Gallon
Syringa patula 'Miss Kim' Miss Kim Lilac	5 Gallon
Stringa meyeri palibin Dwarf Korean Lilac	5 Gallon
Staghorn Sumac	5 Gallon
Cornus stolonifera Red Osier Dogwood	5 Gallon
Prunus cistena Purple Sandcherry	5 Gallon
Chaenomeles japonica Flowering Quince	5 Gallon

GROUNDCOVERS	SIZE
Juniperus horizontalis Creeping Juniper	1 Gallon
Mahonia repens Creeping Mahonia	1 Gallon
Teucrium chamaedrys Germander	1 Gallon
Verbena macdougalii New Mexican Vervain	1 Gallon
Festuca arizonica Arizona Fescue	SEED

LANDSCAPE MATERIALS
(Contractor to submit sample for approval)

Shredded Mulch	3" Depth

LANDSCAPE CALCULATIONS

STREET BUFFER:
(PER TABLE 10-50.60.050.B)
LENGTH = 1,090'
(1) TREE PER 25' = 44 TREES
(2) SHRUBS PER TREE = 88 SHRUBS
(2) GROUNDCOVERS PER TREE = 88 GROUNDCOVERS

PERIPHERAL BUFFER:
LENGTH = 2,310'
(1) TREE PER 25' = 93 TREES
(2) SHRUBS PER TREE = 186 SHRUBS
(2) GROUNDCOVERS PER TREE = 186 GROUNDCOVERS

BUILDING FOUNDATION:
(PER TABLE 10-50.60.040.B.1)
LENGTH = 5,270'
(1) TREE PER 25' = 210 TREES
(2) SHRUBS PER TREE = 420 SHRUBS
(2) GROUNDCOVERS PER TREE = 420 GROUNDCOVERS

PARKING AREA:
(PER TABLE 10-50.60.040.C.)
SPACES = 141
30 S.F / SPACE = 4,230 S.F. (REQUIRED)
4,356 S.F. (PROVIDED)
SPACES = 141
(2) TREES PER 8 SPACES = 36 TREES
(2) SHRUBS PER TREE = 72 SHRUBS
(2) GROUNDCOVERS PER TREE = 72 GROUNDCOVERS

SUMMARY:

TOTAL TREES = 383
TOTAL SHRUBS = 766
TOTAL GROUNDCOVERS = 766

TREE SPACING USED = 25' - 30'
SHRUB SPACING USED = 5' - 6'
GROUNDCOVER SPACING USED = 5' - 6'

PER SECTION 10 50.60.050:
6" OR GREATER TREES TO REMAIN = 25
RETAINED POINTS = 260

PERIPHERAL BUFFER TREES TO BE WAIVED = 2
BUILDING FOUNDATION TREES TO BE WAIVED = 4
STREET BUFFER TREES TO BE WAIVED = 2

TOTAL NEW TREES = 375
TOTAL SHRUBS = 748
TOTAL GROUNDCOVERS = 748

SYMBOL LEGEND:

EXISTING TREE TO REMAIN

EXISTING TREE TO BE COUNTED FOR REDUCTION IN PERIPHERAL BUFFER (2)

EXISTING TREE TO BE REMOVED

EXISTING TREE TO BE COUNTED FOR REDUCTION IN BUILDING FOUNDATION (4)

EXISTING TREE TO BE COUNTED FOR REDUCTION IN STREET BUFFER (2)

NORTH

0 25' 50' 100'

LANDSCAPE PLAN

bilt form

bilt for
archite
in
11460 No
phoenix
Phone 602.285.9
email: dav

LAKE MARY HOUSING
Single Family & Apartment Residences
FLAGSTAFF, ARIZONA

PROJECT NAME:

REVISIONS:
1
2
3
4 -
5 -

JOB NO:
DATE:
SCALE:
SHEET NO:
L

© BILTFORM ARCH

ONLY

McCann, Ryan

From: McCann, Ryan
Sent: Monday, October 7, 2024 2:28 PM
To: 'kberrier92@gmail.com'
Cc: Maerowitz, Michael; Griemsmann, Noel; Rodriguez, Rosalind M.
Subject: Notification for Lake Mary Housing - Lake Mary Road & Frontier Road (Case No: PZ-21-002130-1)
Attachments: Lake Mary Housing - Public Hearing Letter_10.7.24.pdf

Good afternoon,

The purpose of this e-mail is to inform you that meetings/hearings have now been scheduled by the City of Flagstaff to review our case for the approximately 14 acres of property located at 4631 South Lake Mary Road in Flagstaff, Arizona (Case No. PZ-21-002130-1).

Attached please find a copy of the notification letter that was mailed to applicable parties, which includes the project and meeting details. Please note that we did not have a mailing address contact on file for you, which is the reason that you are receiving this notification via e-mail.

Please advise if you have any questions, need additional information, or would like to set up a meeting to discuss the details of the application further.

Thank you,

Ryan McCann, AICP
Urban Planner

O: 602.382.6825
rmccann@swlaw.com

SNELL & WILMER
swlaw.com | LinkedIn

One East Washington Street | Suite 2700 | Phoenix, AZ 85004-2556
Albuquerque | Boise | Dallas | Denver | Las Vegas | Los Angeles | Los Cabos | Orange County | Phoenix | Portland | Reno | Salt Lake City | San Diego | Seattle | Tucson | Washington, D.C.

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McCann, Ryan

From: McCann, Ryan
Sent: Monday, October 7, 2024 2:27 PM
To: '55georgejau@gmail.com'
Cc: Griemsmann, Noel; Maerowitz, Michael; Rodriguez, Rosalind M.
Subject: Notification for Lake Mary Housing - Lake Mary Road & Frontier Road (Case No: PZ-21-002130-1)
Attachments: Lake Mary Housing - Public Hearing Letter_10.7.24.pdf

Good afternoon,

The purpose of this e-mail is to inform you that meetings/hearings have now been scheduled by the City of Flagstaff to review our case for the approximately 14 acres of property located at 4631 South Lake Mary Road in Flagstaff, Arizona (Case No. PZ-21-002130-1).

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Please advise if you have any questions, need additional information, or would like to set up a meeting to discuss the details of the application further.

Thank you,

Ryan McCann, AICP
Urban Planner

O: 602.382.6825
rmccann@swlaw.com

SNELL & WILMER
swlaw.com | LinkedIn

One East Washington Street | Suite 2700 | Phoenix, AZ 85004-2556
Albuquerque | Boise | Dallas | Denver | Las Vegas | Los Angeles | Los Cabos | Orange County | Phoenix | Portland | Reno | Salt Lake City | San Diego | Seattle | Tucson | Washington, D.C.

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SNELL
& WILMER

Zoning Group

Nick Wood, Esq
Attorney

Mike Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

Lake Mary Housing

PZ-21-002130-1

Exhibit B – Notification List

SNELL
& WILMER

Zoning Group

Nick Wood, Esq
Attorney

Mike Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

Lake Mary Housing

PZ-21-002130-1

Property Owners

4619 S LAKE MARY LLC
2912 E SHERRAN LN
PHOENIX, AZ 85016

ASCENT LOFTS LLC
2750 N UNIVERSITY AVE NO 100
PROVO, UT 84604

AXXO HOLDINGS LLC
6086 E BARNEY DR
FLAGSTAFF, AZ 86004

BLACK BRADY RAY
2206 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

BOJORQUEZ FAMILY TRUST DTD 12-10-13
1166 RORDEN AVE
SELMA, CA 93662

BOYES KRISTIN R
2272 CO BAR TRL
FLAGSTAFF, AZ 86005

BROWN ZOE E INGRAHAM
4588 S LAKE MARY RD
FLAGSTAFF, AZ 86005

CAGIGAS MARK & MARY
2260 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

CHAVEZ MICHAEL L
2117 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

CONTRERAS PETE LIVING TRUST DTD 06-09-99
PO BOX 4464
CAMP VERDE, AZ 86322

COOPER JILL R
2140 E FRONTIER AVE
FLAGSTAFF, AZ 86005

DARRIS MARC A & VICTORIA L
2255 E C O BAR TRL
FLAGSTAFF, AZ 86005

DENNEHY BRYAN M
2116 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

DOYLE ANNE C
2100 E FRONTIER AVE
FLAGSTAFF, AZ 86005

FLAGSTAFF OZ VENTURES LLC
15957 N 81ST ST NO 101
SCOTTSDALE, AZ 85260

FRONTIER HOMESITES LLC
2206 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

GONZALES ROBERT & SANDRA
2250 E CO BAR TRL
FLAGSTAFF, AZ 86001

HAMRAH TRUST DTD 03-01-04
4635 S LAKE MARY RD
FLAGSTAFF, AZ 86005

HILBURN ELISA & MICHAEL D
5440 SJ DIAMOND RD
FLAGSTAFF, AZ 86005

HOPKINS FRANK A
4623 S LAKE MARY RD
FLAGSTAFF, AZ 86005

JAUREGUI ALFRED JOE
309 S QUARTZ ST
GILBERT, AZ 85296

JAUREGUI ROSEMARIE HEREDIA
309 S QUARTZ ST
GILBERT, AZ 85296

JOSEPH FRANCES E
4576 S LAKE MARY RD
FLAGSTAFF, AZ 86005

KINSOLVING JOSHUA D
2245 E C O BAR TRL
FLAGSTAFF, AZ 86005

KYPTA JACKIE MARIE
2050 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

LIGGETT DEVON
5332 S J DIAMOND RD
FLAGSTAFF, AZ 86005

LLOYD JOHN H III
2143 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

MARTINEZ LIVING TRUST DTD 02-05-21
2248 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

MORRISSEY RAY
5421 S J DIAMOND RD
FLAGSTAFF, AZ 86005

PALMER DARRIS & AMANDA LYNN
PO BOX 2098
FLAGSTAFF, AZ 86004

SNELL
& WILMER

Zoning Group

Nick Wood, Esq
Attorney

Mike Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
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Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

Lake Mary Housing

PZ-21-002130-1

Tenants

RESIDENT
2143 E CHISHOLM TRL
FLAGSTAFF, AZ, 86005

RESIDENT
2155 E CHISHOLM TRL
FLAGSTAFF, AZ, 86005

RESIDENT
2238 E CO BAR TRL
FLAGSTAFF, AZ, 86005

RESIDENT
2245 E CO BAR TRL
FLAGSTAFF, AZ, 86005

RESIDENT
2255 E CHISHOLM TRL
FLAGSTAFF, AZ, 86005

RESIDENT
2255 E CO BAR TRL
FLAGSTAFF, AZ, 86005

RESIDENT
2256 E CO BAR TRL
FLAGSTAFF, AZ, 86005

RESIDENT
2268 E CO BAR TRL
FLAGSTAFF, AZ, 86005

RESIDENT
2272 E CO BAR TRL
FLAGSTAFF, AZ, 86005

RESIDENT
2275 E CHISHOLM TRL
FLAGSTAFF, AZ, 86005

RESIDENT
2380 E CO BAR TRL
FLAGSTAFF, AZ, 86005

RESIDENT
4582 S LAKE MARY RD
FLAGSTAFF, AZ, 86005

RESIDENT
4584 S LAKE MARY RD
FLAGSTAFF, AZ, 86005

RESIDENT
4601 S LAKE MARY RD
FLAGSTAFF, AZ, 86005

RESIDENT
4605 S LAKE MARY RD
FLAGSTAFF, AZ, 86005

RESIDENT
4609 S LAKE MARY RD
FLAGSTAFF, AZ, 86005

RESIDENT
4610 S LAKE MARY RD
FLAGSTAFF, AZ, 86001

RESIDENT
4619 S LAKE MARY RD
FLAGSTAFF, AZ, 86005

RESIDENT
4631 S LAKE MARY RD
FLAGSTAFF, AZ, 86005

RESIDENT
5315 S J DIAMOND RD
FLAGSTAFF, AZ, 86005

RESIDENT
5345 S J DIAMOND RD
FLAGSTAFF, AZ, 86005

RESIDENT
5380 S J DIAMOND RD
FLAGSTAFF, AZ, 86005

RESIDENT
5385 S J DIAMOND RD
FLAGSTAFF, AZ, 86005

RESIDENT
5420 S J DIAMOND RD
FLAGSTAFF, AZ, 86005

RESIDENT
5440 S J DIAMOND RD
FLAGSTAFF, AZ, 86005

RESIDENT
5447 S J DIAMOND RD
FLAGSTAFF, AZ, 86005

SNELL
& WILMER

Zoning Group

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Attorney

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Attorney

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Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Simran Shah
Assistant Planner

Sarah Schiele
Planner Technician

Lake Mary Housing

PZ-21-002130-1

Past Neighborhood Meeting Attendees

MARY VASQUEZ-POWELL
2102 N NAVAJO DR
FLAGSTAFF, AZ 86001

KENT POWELL
2102 N NAVAJO DR
FLAGSTAFF, AZ 86001

CHUCK SEPPAUEN
2283 E CHISHOLM TRAIL
FLAGSTAFF, AZ 86005

RANDY
2000 E FRONTIER AVE
FLAGSTAFF, AZ 86005

MICHAEL OELLY
441 LAKE MARY RD
FLAGSTAFF, AZ 86005

MARILYN J REUVERS
2143 CHISHOLM TR
FLAGSTAFF, AZ 86005

DON VALICH
2000 E FRONTIER AVE LOT 1
FLAGSTAFF, AZ 86005

AL JAUREGUI
4584 LAKE MARY ROAD
FLAGSTAFF, AZ 86005

STEVE WOODER
2000 E FRONTIER AVE #13
FLAGSTAFF, AZ 86005

BRI NAVARRE
4570 LAKE MARY RD APT 2
FLAGSTAFF, AZ 86005

DICK BUTTKISS
LAKE MARY RD
FLAGSTAFF, AZ 86005

JAMES HELENAN
2100 E FRONTIER AVE
FLAGSTAFF, AZ 86005

DARRIS PALMER
2275 CHISHOLM TR
FLAGSTAFF, AZ 86005

GEORGE JAUREGUI
55GEORGEJAU@GMAIL.COM
FLAGSTAFF, AZ 86005

BRIAN SCHMITZ
4550 LAKE MARY ROAD
FLAGSTAFF, AZ 86005

COLTEN KERSTEN
10300 E WAPITI TR
FLAGSTAFF, AZ 86005

JOHN CICHON
PO BOX 5031
CAREFREE, AZ 85377

SARA SCHMITZ
4550 LAKE MARY RD
FLAGSTAFF, AZ 86005

MICHELLE BECKHAM
5421 S J. DIAMOND RD
FLAGSTAFF, AZ 86005

TRAVIS KERTSEN
123 N SAN FRANCISCO ST
FLAGSTAFF, AZ 86001

BRANDON IGNAU
8470 GREEN PRAIRIE LN
FLAGSTAFF, AZ 86004

DANIEL RAPER
7020 OAKWOOD PINES DR
FLAGSTAFF, AZ 86004

KIM BERRIER
KBERRIER92@GMAIL.COM

DARRIS PALMER
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FLAGSTAFF, AZ 86005

SHEILA MURRAY
4900 S WILDLIFE DR
FLAGSTAFF, AZ 86005

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PZ-21-002130-1

Pine Valley Trailer Park Residents

RESIDENT
4619 S LAKE MARY, UNIT 1
FLAGSTAFF, AZ 86005

RESIDENT
4619 S LAKE MARY, UNIT 2
FLAGSTAFF, AZ 86005

RESIDENT
4619 S LAKE MARY, UNIT 3
FLAGSTAFF, AZ 86005

RESIDENT
4619 S LAKE MARY, UNIT 4
FLAGSTAFF, AZ 86005

RESIDENT
4619 S LAKE MARY, UNIT 5
FLAGSTAFF, AZ 86005

RESIDENT
4619 S LAKE MARY,
FLAGSTAFF, AZ 86005

DON VALICH
2000 E FRONTIER AVE, LOT 1
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 2
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 3
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 4
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 5
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 6
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 7
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 8
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 9
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 10
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 11
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 12
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 13
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 14
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 15
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 16
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 17
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 18
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 20
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 22
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 24
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 26
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 30
FLAGSTAFF, AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 32
FLAGSTAFF, AZ 86005

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Sarah Schiele
Planner Technician

Lake Mary Housing

PZ-21-002130-1

Registered Neighborhood Organizations

FRIENDS OF FLAGSTAFF'S FUTURE
PO BOX 23462
FLAGSTAFF, AZ 86002

CHARLIE SILVER
720 WEST ASPEN AVENUE
FLAGSTAFF, AZ 86001

MICHELE A. JAMES - FRIENDS OF FLAGSTAFF'S FUTURE
PO BOX 23462
FLAGSTAFF, AZ 86002

BETSY MCKELLAR
330 S ASH LANE
FLAGSTAFF, AZ 86004

NORTHERN ARIZONA BUILDING ASSOCIATION
1500 EAST CEDAR AVENUE, SUITE 86
FLAGSTAFF, AZ 86004

DAVID CARPENTER
1109 W BEAL ROAD
FLAGSTAFF, AZ 86001

DORENDA COLEMAN - ARIZONA ARMY NATIONAL GUAD, AZAA-FMO
5636 E MCDOWELL RD
FLAGSTAFF, AZ 85008

JEFFREY HERD - NORTHERN ARIZONA ASSOCIATION OF REALTORS
1515 EAST CENDAR AVENUE, SUITE C-4
FLAGSTAFF, AZ 86004

MARY BETH DREUSIKE - US NAVY, INTERGOVERNMENTAL BRANCH
850 PACIFIC HIGHWAY BUILDING 1 -- 5TH FLOOR SUIT 513
SAN DIEGO, CA 92132

TISH BOGAN-OZMUN
5271 MT PLEASANT DRIVE
FLAGSTAFF, AZ 86004

CELIA BAROTZ
3354 N CREST STREET
FLAGSTAFF, AZ 86001

MARILYN WEISSMAN
1055 EAST APPLE WAY
FLAGSTAFF, AZ 86001

NORM WALLEN
3716 N GRANDVIEW
FLAGSTAFF, AZ 86004

NAT WHITE
1120 NORTH ROCKRIDGE ROAD
FLAGSTAFF, AZ 86001

JAY CHRISTELMAN - COCONINO COUNTY COMMUNITY DEVELOPMENT
2500 N FORT VALLEY RD, BLDG 1
FLAGSTAFF, AZ 86001

TYLER DENHAM
800 W FOREEST MEADOWS ST APT 119
FLAGSTAFF, AZ 86001

JESS MCNEELY - COCONINO COUNTY COMMUNITY DEVELOPMENT
2500 N FORT VALLEY RD, BLDG 1
FLAGSTAFF, AZ 86001

STEVE FINCH - FLAGSTAFF LODGING, RESTAURANT & TOURISM ASSOCIATION
PO BOX 30622
FLAGSTAFF, AZ 86003

RACHEL BASS
3083 W EASTERDAY LANE
FLAGSTAFF, AZ 86001

BEN MEJIA, AICP
211 W. ASPEN AVE.
FLAGSTAFF, AZ 86001

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Planner Technician

Lake Mary Housing

PZ-21-002130-1

Exhibit C – Sign Posting

Affidavit of Sign Posting

Case Number: PZ-21-002130-1

Project Name: Lake Mary Housing

Applicant Name: Atlantic Development & Investments LLC

Location: NWC Lake Mary Road & Frontier Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above, and that the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 7th day of October, 2024 by:

_____
Notary Public

October 5, 2028
My Commission Expires:

ROSALIND M. RODRIGUEZ
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 672764
Expires October 5, 2028

10-7-2024 11:30AM

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, October 23, 2024, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on Tuesday, November 19, 2024, at 3:00 p.m. in City Hall Council Chambers (211 W Aspen Ave). A virtual option will be provided for these meetings. The public hearing is to consider the following:

Explanation of Matters to be considered:

A proposed amendment to the official City of Flagstaff zoning map to rezone 13.96 acres from Estate Residential (ER) zoning with the Resource Protection Overlay (RPO) to High Density Residential (HR) zoning with the Resource Protection Overlay (RPO) for the purpose of allowing a multi-family residential development with 202 units.

NOTICE IS HEREBY GIVEN that the Flagstaff City Council will consider a Development Agreement on Tuesday, December 3, 2024, at 3:00 p.m. in City Hall Council Chambers (211 W Aspen Ave). A virtual option will be provided for this meeting.

General Description of the Affected Area:
Approximately 13.96 acres located at 4631 S Lake Mary Road, City of Flagstaff, Coconino County Assessor's Parcel Number 115-03-001A.

The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation.

Interested parties may file comments in writing regarding the proposed amendment or may appear and be heard at the hearing dates set forth above. Maps and information regarding the proposed amendment are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission and City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.

PROPOSED ZONING MAP AMENDMENT
From Estate Residential (ER) to High Density Residential (HR) for the purpose of allowing a multi-family development with 202 proposed units.

ADDRESS:	**4631 S Lake Mary Rd**
APN:	115-03-001A
ACRES:	Approximately 13.96 Acres

City of Flagstaff, Coconino County

FOR FURTHER INFORMATION CONTACT
Ben Mejia, Senior Planner
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2616
Ben.Mejia@flagstaffaz.gov

Publish: October 5, 2024

Lake Mary Housing

PZ-21-002130-02

Direct to Ordinance

Zoning Map Amendment Narrative

1st Submittal: June 7, 2022

2nd Submittal: November 3, 2022

Principals and Development Team

Developer

Atlantic Development & Investments, Inc.
15957 North 81st Street, Suite 101
Scottsdale, AZ 85260
www.atlanticdev.com

Architect/ Landscape Architect

Biltform Architecture Group, Inc.
11460 North Cave Creek Road, Suite 11
Phoenix, AZ 85020
www.biltform.com

Civil Engineer

CD&E
618 East Route 66
Flagstaff, AZ 86001
www.cdeinc.com

Traffic Engineer

CivTech, Inc.
10605 N. Hayden Road, Suite 140
Scottsdale, AZ 85260
www.civtech.com

Zoning Attorney

Nick Wood, Esq.
Snell & Wilmer, LLP
One Arizona Center
19th Floor
602-382-6269
www.swlaw.com

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A. INTRODUCTION

Atlantic Development & Investments, Inc. ("Atlantic") is one of the nation's most successful developers of affordable housing communities and the largest affordable housing developer in the state of Arizona. The company is founded on the belief that every American deserves a comfortable place to call home. For over 25 years Atlantic has worked to make high quality, affordable communities a reality, with recent Arizona developments in Mesa, Tucson and Phoenix. Atlantic is long term holders of real estate and own the projects they develop for the long term. In fact, over the last 30 years developing multifamily communities, Atlantic has held over 75% of the properties they have developed.

On December 1, 2020 the City of Flagstaff declared a housing crisis within the City. According to Resolution No. 2020-66, "Over the past 10 years, the median sales price of a home rose by 53%, while Area Median Income (AMI) rose by only 14%" and that, "A significant portion of the housing stock in Flagstaff consists of second homes and short-term rentals, thus impacting the availability of housing stock for local households". Because of these and other conditions, the City Council's resolution stated that the City needs to "make housing a leading priority for the organization and community" and that the City would develop a Housing Plan that will "include ways the City can encourage more economically priced housing construction by the private sector to address Flagstaff's workforce housing needs and to increase attainable housing opportunities for, and occupied by, local residents."

Hearing about the affordable housing crisis in Flagstaff, Atlantic, with its extensive background in developing affordable housing, chose Flagstaff for their next project to help be a part of the provision of new homes in the City to help alleviate the crisis and bring new housing units online, expanding housing options for the residents of Flagstaff as well as incorporating affordable housing units.

With this request, Lake Mary Housing is a proposed a multi-family development that will provide additional housing units to help meet the increasing housing demand in Flagstaff. The Site is 13.96 gross acres in size (12.9 net acres) and currently undeveloped. Atlantic proposes to develop the Site as a multi-family residential rental development with a mix of traditional apartment (or flat) style units and townhome style units. There will be with approximately 71 apartment type units and 131 townhome type units (the "Project"). The Project will provide new market rate rental homes while also maintaining 20 percent of these new residences at an "affordable housing" rental rate, increasing access to this important and underserved portion of the rental residential market.

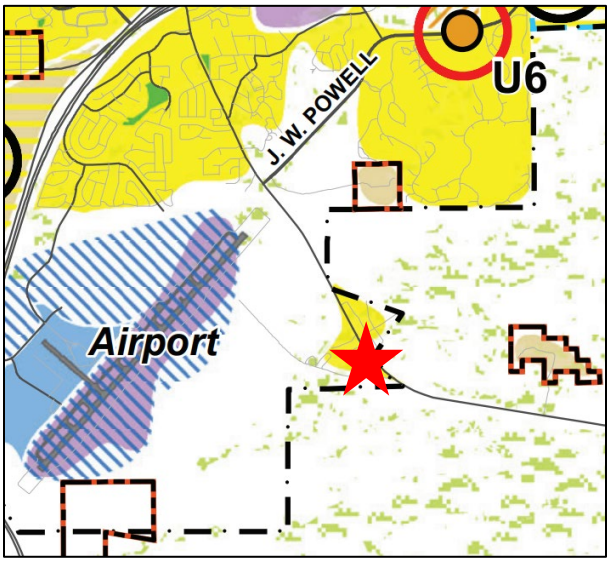
B. LOCATION AND CONTEXT

The Property is an approximate 13.96-acre parcel located at the northwest corner of South Lake Mary Road and Frontier Road, addressed as 4631 South Lake Mary Road (Parcel No. 115-03-001A) (the "Property"). Currently the Property is undeveloped land zoned Estate Residential (ER). Surrounding the property is wooded land owned by the Forest Service to the east and south. North of the Property is zoned Light Industrial (LI) in addition to High Density Residential (HR) beyond that. West of the Property is zoned Rural Residential (RR). Surrounding land uses include single-family homes, a mobile home park, and industrial uses.

C. GENERAL PLAN CONFROMANCE

The Flagstaff Regional Plan 2030 is a policy guide based on the community's vision of what the City Flagstaff aspires to be.

Lake Mary Housing has been designed in a manner that meets the vision and goals set forth in the Flagstaff Regional Plan 2030 relating to multifamily development within the City of Flagstaff. Per the City of Flagstaff Regional Plan, the Site is located with "Suburban Area" type. The proposed development is consistent with the following suburban neighborhood characteristics as discussed below.



<u>Block Size</u>: Block size is variable in Suburban Neighborhoods. Blocks are well organized, with few bicycle and pedestrian dead ends. Cul-de-sacs are minimized in the design of new neighborhoods.

The development provides for a unique design with a centralized main drive "The Boulevard" acting as the main drive into the site. Based on the unique shape of the property the buildings were strategically located to create a friendly walkable experience for the residents of the development.

<u>Density Range</u>: Residential lots 2 to 13 units/acre. Increased density is preferred within pedestrian shed of 6 units/acre +. For a change of density range, a specific plan or development master plan must be developed for the pedestrian shed. Residential Mixed-Use: 6 to 29 units/acre, outside of the pedestrian shed. Increased density closer to transit.

The proposed maximum density "by-right" (i.e. no bonus) of the project is 13 units per acre. The proposed density is consistent with the desired pattern identified in the "Suburban Neighborhood" place type characteristics

<u>Residential</u>: Quiet residential neighborhoods, consisting of single-family homes, duplexes, townhouses, and low-rise apartments, located toward the periphery of developed areas of the City. This classification may also include such supporting land uses as parks and recreation areas, religious institutions, and schools. A full range of services and infrastructure is required, including public transit and bike trails.

The development will incorporate traditional apartment units and townhome style units. The building height will be limited to three stories, which is consistent with City of Flagstaffs interpretation of what are low-rise style apartments.

Open Space: Suburban open space areas are for public or private use. Open spaces include natural areas, greenways, trails, streetscapes, waterways, cemeteries, drainage ways, floodplains, corridors, wildlife refuges, wetlands, riparian areas, and preserves. They are used for passive recreation such as hiking, picnicking, bicycling, horseback riding, and fishing. Open space areas also may be preserved or restored for their aesthetic value, scenic areas and vistas, ecological value, archeological and historical significance, and wildlife habitat.

Passive and active open space areas are provided throughout the site. The amenities and open space areas are all connected via an internal system of sidewalks. The design will provide for numerous open space areas throughout the development for residents to enjoy

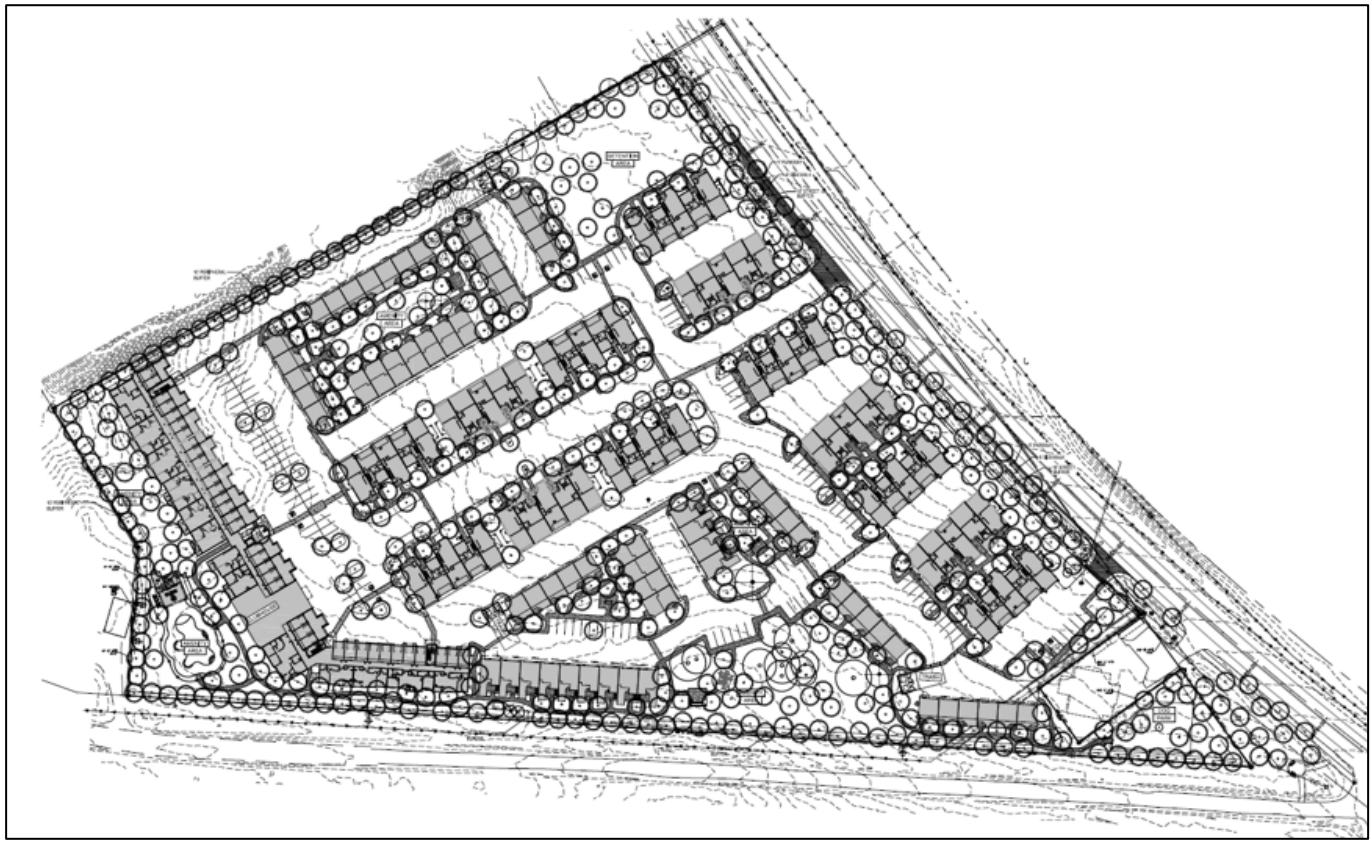
D. DEVELOPMENT PROPOSAL

Atlantic is founded on the belief that every American deserves a comfortable place to call home. When designing this community and understanding the housing crisis in Flagstaff, Atlantic brought forth a unique design in order to provide a variety of housing types within their community.

In order to facilitate development of the Project, Atlantic will request a rezoning of the Project Site from its current zoning designation of Estate Residential (ER) to High Density Residential (HR).

The Project will be a multifamily for rent community featuring two (2) different styles of rental homes with a variety of bedroom counts. A majority of the project will be designed as “Townhome” units with two and three bedrooms. The townhome units will be for rent but will have a different feel than your traditional “apartment”. By developing the townhome style units towards Lake Mary Road, it will continue to single-family residential feel found in the vicinity.

In the western portion of the Project, there will be more traditional “flat” style multifamily dwellings for rent. The flat tyle units will incorporate one-, two-, and three-bedroom units. By designing these units in the rear of the property, it provides a transition in height as the development gets closer to Lake Mary Road and the surrounding community. Amenity areas, discussed in more detail below, are provided throughout the community rather than in one location for residents and guests to enjoy. The development provides for a unique design with a centralized main drive “The Boulevard” acting as the main drive into the site. This helps create a sense of place for the community and “welcomes” residents home.



Density: The Project proposes a base maximum density of 13 dwelling units per acre. In addition, the development will incorporate workforce housing and utilize the density bonus available per the City's affordable housing incentives to achieve target density of 14.5 dwelling units per acre. More specifically, Atlantic is proposing the inclusion of 20% affordable housing units within the development. Based on the gross acreage of the site, 13.96 acres, the maximum number of units permitted without bonus is 181 units (at 13 du/acre). Using the density multiplier per Table 10-30.20.020.A, the density bonus is up to 45%. Therefore, the total number of units permitted with the density multiplier would be 262 units (181 units + 81 density bonus units). The site plan as currently designed provides 202 total units, which is under the maximum that is permitted based on the percentage of affordable units provided. This unit count allows for the density needed to provide the appropriate infrastructure to the development, while not maxing out the number of units permitted on the Site with the bonus allotments.

Unit Types: The Project will include a mix of one, two, and three-bedroom units. Total height will be at a maximum of 3 stories at 46 feet. The townhomes are proposed to be two and three stories at 29'-7" and 37' respectively. The apartment style multifamily units will be three (3) stories at 46 feet.

Lot Coverage: The total building square footage for the development is approximately 275,412 square feet (157,710 square feet of roof tops). Based on a net site area of 12.919 net acres/562,752 square feet, the proposed lot coverage for the development is 28% (157,710 square feet / 562,752 square feet = 28%). The maximum lot coverage permitted in the HR zoning district is 50%. The current site layout contemplates 32.6 bedrooms per net acre and 28.5 bathrooms per net acre.

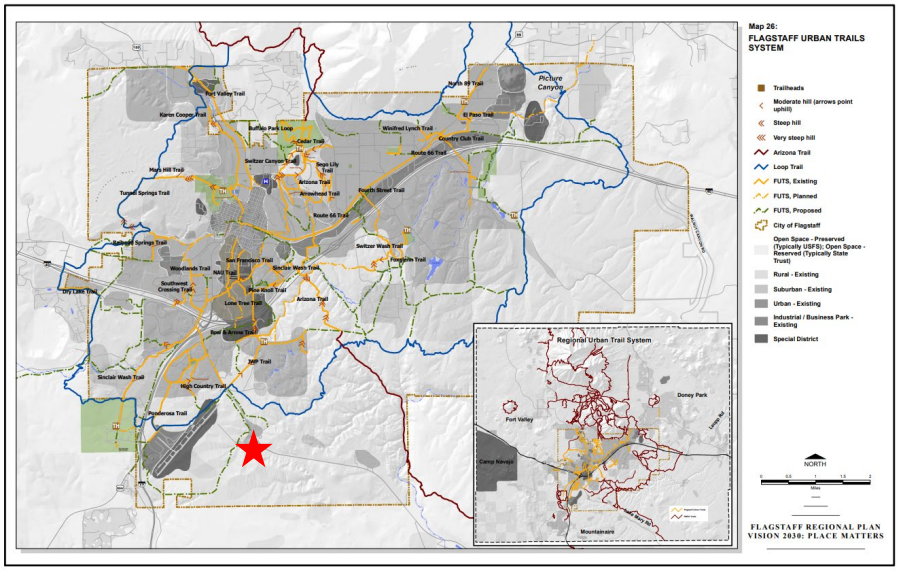
Vehicular Access and Parking: The vehicular entrance to the Project will be located on the east side of the Site, from South Lake Mary Road, a public highway easement which allows for the Project to have roadway access, subject to US Forest Service approvals as required. Vehicle parking for the Site will be a combination of garage parking, tandem parking, covered parking and surface parking with a total of 439 proposed parking spaces.

Site Layout: The townhome style units will "side" onto Lake Mary Road, allowing for activating the street frontage with a softer, more residential edge and reducing the visibility of garages and avoiding a compound look (i.e. inward design with solid fencing around the edges) typically found in typical larger acreage multifamily developments. By locating the building perpendicular to the street, it allows for the units to "face" each other and create an open space area surrounded by patios which will help activate the space. This will also help create pedestrian connectively between the units and throughout the development. Allowing for the building fronts and patios to face each other rather than to Lake Mary Road provides a community atmosphere rather than having a patio view onto Lake Mary Road, which in this case functions more like a highway than a local street which a resident would want a patio fronting on (local streets can be attractive views, highways are a nuisance condition and should be avoided for private outdoor spaces when possible). The garages will be screened from Lake Mary Road through the use of trees, reducing their visibility by the public.

Resident Amenities: Amenity areas are placed throughout the development with the main amenity area along the western side of the proposed development. Amenities proposed include, but are not limited to,

a clubhouse, pool, ramada, seating areas, fire pits, barbeques, and play areas. A detention area will be located in the northern section of the Site for stormwater management and for passive open space.

On-Site Circulation: Lake Mary Housing incorporates a substantial internal connectivity system throughout the development. Connecting from sidewalks along Lake Mary Road the connectivity will bring residents and guests from individual buildings to other buildings, parking areas, open spaces areas, and amenity areas.



As shown in the above image from the Flagstaff Regional Plan 2030 Flagstaff Urban Trails Systems, the location of the Property will allow residents to take advantage of existing and planned trail systems in the area. Although no direction connection is proposed, the proposed trail should be able to be accessed via Frontier Road (located on the south side of the Property).

In summary, the proposed Project incorporates a variety of different rental unit types and styles. By offering this, Atlantic will add a variety of units to help meet the housing demand in the City of Flagstaff. As discussed above, Atlantic is proposing to incorporate 20% of the units as affordable housing units, which will continue to assist the City of Flagstaff with its housing crisis.

E. RESOURCE PROTECTION OVERLAY

The Resource Protection Overlay requires 50% protection of resources. Lake Mary Housing proposes to preserve approximately 58% of the existing Ponderosa Pines on the Property. The majority of the site has minimum slope conditions, minimizing impacts to vistas and views in the area. There are no areas onsite that qualify as steep slope areas. At time of Site Plan Review, the final Resource Protection Plan will be provided showing how the plan minimizes resource impacts as contemplated by the overlay.

F. INFRASTRUCTURE

Water & Sewer:

For wet utility services, an existing water line that is current running along Lake Mary Road will serve the Site, but it is our understanding that a second line is required to provide a "loop" to ensure sufficient fire service volumes, therefore the Project proposes installation of a second line "loop" to meet this requirement and to enhance water delivery to the larger area.

There is no existing sewer line adjacent to the Property; the closest line ends roughly at the Lake Mary Road and East J.W. Powell Boulevard intersection, about 1 mile north of the Site. Due to the existing topography running a standard gravity fed sewer line to the Site is not feasible. After evaluating various options to provide sewer solutions for the Project, the Project civil engineer has determined that the best design solution is to install a sewer line along Lake Mary Road to connect to the existing City line. The proposed sewer line and lift station will be privately owned and maintained. In discussion with the City, the sewer line will be a forced main until a point where the elevation allows for a gravity fed line, which will connect to the existing sewer line in Lake Mary Road at the J.W. Powell intersection.

Drainage/ Stormwater:

As to stormwater, there is approximately 79 acres of offsite area that contributes stormwater to the Site. The majority of the offsite area flows to a tank that is located south of the Site. Once this tank overtops, stormwater would flow across the US Forest Service Road known as Frontier Ave and enter the Site approximately 330' east of the southwest corner of the parcel. There is also a small portion of water that falls outside of the canyon but still could flow over Frontier Ave and enter the Site near the proposed dog park.

There are no known natural drainage paths onsite. Therefore, the onsite flows travel across the parcel in a sheet flow or shallow concentrated flow condition. All of the onsite and offsite flows travel northward until they meet the manmade fill slopes for Lake Mary Road. The flows would then travel northwest until the fill slope dissipates and water is allowed to overtop the back of curb and flow into the Lake Mary Road cross section. The water then flows further north to a box culvert located near the intersection of Lake Mary Road and SJ Diamond Road.

The proposed condition will capture offsite flows near the property line and route the flows to a detention basin near the onsite discharge point. Onsite flows will be treated via L.I.D. practices and then combine with the offsite flows at the same detention basin. The detention basin will then meter the flows to the predeveloped condition and outlet to a stilling basin. This stilling basin will return the flows to a similar flow pattern of the existing condition and allow the water to overtop the back of curb to the Lake Mary Road cross section.

A Stormwater Impact Analysis has been requested by the City. This analysis is underway and will further discuss the above assumptions and interpretations noted above in more detail.

Solid Waste & Recycling:

As indicated on the concept plan, the waste and recycling enclosures will be located in the north, southeast, and southwest areas of the Site. The enclosures are constructed with cmu blocks, concrete floor and open-air roof. Tenants will access waste and recycle containers via gates. On pick up days, waste service personnel will access the containers via metal gates located on the drive aisle. As to the required service, the following waste management ratios have been accommodated:

Required: Waste: 3 cubic yards (C.Y.) per 20 units = 202 units/20 10.1 x 3 C.Y. = 30.3 C.Y. per week Recycle: 3 cubic yards per 20 units = 202 units/20 = 10.1 x 3 C.Y. = 30.3 C.Y. per week
Provided: Waste: Three 6 C.Y. containers with pickup twice a week will allow for 36 C.Y. of waste per week Recycle: Three 6 C.Y. containers with pickup twice a week will allow for 36 C.Y. of recycling per week

G. PUBLIC SERVICES

Lake Mary Housing is a proposed multifamily residential community. Access to the property is provided along the eastern edge of the site along Lake Mary Road. The project proposed two (2) driveway entrances to the project providing residents and emergency vehicles convenient access to the property. All services, with the exception of public sewer, are currently provided in this area.

Lake Mary Housing enhances the public services in this part of the City by (i) modernizing the water system with an additional "loop" line, (ii) bring public sewer closer to the area introducing a public sewer service option to the area, and (iii) by adding to the tax base, adding funding to local and state governments, including the school district.

Fire**:**

The closest fire station to the property is City of Flagstaff Station 6 (1.75 miles away).

Police**:**

The City of Flagstaff Police Department will be the law enforcement protection agency.

Schools**:**

Lake Mary Housing is within the Flagstaff Unified School District boundaries. It is anticipated that elementary students (Grades K-5) will attend Kinsey Elementary (3.25 miles away), middle school students (Grades 6-8) would attend Mount Elden Middle School (7.5 miles away), and high school students (Grades 9-12) would attend Flagstaff High School (5.5 miles away).

H. FINDINGS FOR ZONING MAP AMENDMENT

Per Section 10-20.50.040, an amendment to the Zoning Map may be approved by the City Council only if all of the following findings are made:

The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans; and

The proposed zoning map amendment is consistent with and conforms to the goals of the Regional Plan, described in detail in Section C of this narrative. Specifically, the Property is designated with a Suburban Land Use and will meet the suburban neighborhood characteristics as described in the General Plan. In addition, the proposed development lies within the Urban Growth Boundary, an area designated for growth. Most importantly, this project will add 40 units of affordable housing, an important goal of the Comprehensive Plan.

The proposed 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; and

Lake Mary Housing 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 Regional Plan. Lake Mary Housing will provide additional housing supply to meet the needs of the community, in addition to providing an affordable housing component to the development. Furthermore, the development will bring sewer to an area of the City where it is currently not provided which will allow for future growth in the immediate area with the potential for additional housing opportunities.

The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The location of this development is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal). In addition, the Lake Mary Housing development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. The proposed Zoning Map Amendment will meet all applicable City standards and codes.

I. LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of Tract B of HES No. 619, which lies in the South half of Section 3, and the Southeast quarter of the Southeast quarter of Section 4, Township 20 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows: Beginning at Corner No. 6 of HES No. 619;

Thence South 35 degrees 42 minutes East, 490.82 feet to the most Northerly corner of the Slayton parcel;

Thence South 54 degrees 18 minutes West (record South 54 degrees 18 minutes East} along the Northwesterly line of the Slayton parcel, 140 feet;

Thence South 35 degrees 42 minutes East, along the Southwesterly line of the Slayton parcel, 75 feet;

Thence North 54 degrees 18 minutes East, along the Southeasterly line of the Slayton parcel, 140 feet;

Thence South 35 degrees 42 minutes East, 133.5 feet to corner No. 7 of HES No. 619;

Thence North 86 degrees 12 minutes West, along the line between HES Corner No. 7 and HES Corner No. 8, 1255.45 feet to the Southeasterly corner of the Stone parcel;

Thence North 03 degrees 48 minutes East, 160 feet along the Stone parcel; Thence North 31 degrees 15 minutes West, 181.31 feet along the Stone parcel;

Thence North 60 degrees 15 minutes 30 seconds East, 865.75 feet along the Keith and Cunningham Southeasterly lines;

Thence South 34 degrees 12 minutes East, 313.16 feet to the Point of Beginning.
EXCEPT that portion conveyed, to Newell Dean and Carol Joanne Despain in instrument recorded in Docket 1375, Page 657.

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November 3, 2022

Sara Dechter
Comprehensive Planning Manager
Community Development Department
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: Comprehensive Plan Goals and Policy Analysis for the Property Located at the Northwest Corner of South Lake Mary Road and Frontier Road

Dear Sara:

On behalf of Atlantic Development & Investments, Inc. ("Atlantic"), one of the nation's most successful developers of affordable housing communities and the largest affordable housing developer in the state of Arizona, I am pleased to submit for your review and comment the enclosed Comprehensive Plan Analysis for the approximately 13.96 gross acres property (12.9 net acres) located at the northwest corner of South Lake Mary Road and Frontier Road, addressed as 4631 South Lake Mary Road (the "Property"). The Property is currently undeveloped. Atlantic proposes to develop the Property as a multi-family residential rental development with a mix of traditional apartment (or flat) style units and townhome style units. There will be with approximately 71 apartment type units and 131 townhome type units (the "Project"). The Project will provide new market rate rental homes while also maintaining 20 percent of these new residences at an "affordable housing" rental rate, increasing access to this important and underserved portion of the rental residential market.

The Flagstaff Regional Plan 2030 serves as a roadmap to implement the community's vision. The City has identified 73 relevant topics to be addressed when considering new development projects, in an effort to ensure proposed development is consistent with the policies and goals laid out in the Regional Plan.

Of the 73 relevant topics, the Lake Mary Housing project is able to directly address 44 topics. 4 topics are in conflict with the project, while the remaining 25 topics are not applicable to the project's scope.

Goals and Policies Met

Accessibility

The primary form of access will be vehicular. Residents will access the Project from the east side of the parcel, through a vehicular access point off of South Lake Mary Road, an existing public highway easement. A combination of in-unit garage parking (for townhome style type units) and surface parking (guest and traditional flat style type units) will be available to residents. The Project will protect and bicycle access through preservation of existing bicycle lanes within the right-of-way. The Project will also expand pedestrian access through construction of pedestrian infrastructure along South Lake Mary Road. The area is currently underserved by pedestrian facilities. Additionally, the Lake Mary Housing Project is located within the MtnLift ADA PLUS Service Area, ensuring paratransit services are available to those who may need them.

- Policy T.1.3. Transportation systems are consistent with the place type and needs of people
- Policy T.5.1.: Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.
- Policy T.5.4.: Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

The construction of a forced sewer main will bring sewer access to an area of the City that currently lacks that infrastructure. This infrastructure will not only serve the project but can help support future utility access for prospective development in the area.

- Policy PF. 2.3.: Provide accessible public facilities and services in strategic locations.

Affordable Housing

On December 1, 2020, the City of Flagstaff declared a housing crisis within the City. To help increase housing stock in general and tackle housing affordability in particular, Lake Mary Housing will provide an additional 202 for-rent housing units, 20% of which will be maintained at an "affordable housing" rental rate. The Project will make use of the City of Flagstaff's affordable housing incentive wherein a density bonus may be permitted (up to 45%) if a portion of housing stock (20%) is maintained as affordable housing. The proposed multi-family units will include a mix of one, two, and three-bedroom units in a townhome style as well as the traditional flat style. The Project appeals to a wide diverse set of renters in terms of age, lifestyle, income level, and housing preference.

- Policy LU.11.4.: Encourage various housing types that appeal to a diverse range of ages and incomes.
- Policy LU.18.4.: Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.

- Policy NH.3.1. Provide a variety of housing types throughout the City and region including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
- Policy NH.3.5. Encourage and incentivize affordable housing.

Agriculture

Increased housing stock will help support urban and regional agriculture by providing affordable workforce housing to support the local economy.

- Policy LU.3.5.: Allow and encourage urban agriculture
- Policy ED.3.7.: Support and encourage regional agriculture

Architecture

The architectural style utilized by this Project will complement the surrounding single-family neighborhoods. The buildings will utilize a mix of quality materials including stucco, batten board siding, and stone veneer, as well as decorative elements such as variations in elevations, pop-outs, shutters and corbels to promote visual interest. Per Zoning Code section 10-50.20.030(A)(1) secondary exterior materials, including stucco may compose up to 25% of the walls visible from the public way (excluding glass). The proposed building elevations are incompliance with this standard. Buildings visible from the public way are composed of 6.1% to 13.5% stucco area and the remaining areas are composed of wood, metal, and masonry. Wall plane jogs in conformance with Zoning Code section 10-50.20.030(B)(2) have been incorporated into the elevations such that the primary façade plane will not exceed 75 feet in length, and jog depth maintains a minimum 20% of wall plane height. Recessed windows are provided per Zoning Code 10-50.20.030(B)(7).

Muted earth tones will complement the context of the area without detracting from the natural beauty of the Flagstaff landscape. Traditional flat style units will be constructed in the rear of the property, while the townhome type units will be located closed to South Lake Mary Road. This thoughtful design will provide a transition in height and building type in order to preserve the existing single-family residential "feel" along Lake Mary Road. Primary building entrances are focused along pedestrian-oriented walkways and amenity areas to help activate the open area with pedestrian activity. Building fronts and patio spaces will "face" each other in order to create a sense of place and community for residents.

- Policy CC.3.2.: Maintain and enhance existing building and blend well-designed new buildings into existing neighborhoods.
- Policy CC.1.3.: Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.

- Policy LU.11.2.: Encourage new multi-story and mixed-use buildings to have windows and doors facing the sidewalks.

Bicycling

Lake Mary Housing will support bicycle infrastructure. In terms of off-site improvements, Lake Mary Road will be constructed to City standards and existing bicycle lanes will be preserved. On-site, a meticulous network of accessible pedestrian pathways will provide bicycle connectivity for residents and 24 dedicated bicycle parking spaces (in excess of the 5% minimum requirement) will be provided as well as outdoor covered bicycle spaces.

- Policy E.1.5.: Promote and encourage the expansion and use of energy-efficient modes of transportation:
    a. Public Transportation
    b. Bicycles
    c. Pedestrians
- Policy T.6.5.: Provide short- and long-term bicycle parking where bicyclists want to travel.

Circulation/Access

On Site: An extensive network of pathways will provide pedestrian and bicycle connection between all parking areas, buildings, open space, and amenity areas on site as well as the off-site sidewalk for the width oof the property within the public right-of-way. On-site vehicular circulation will be optimized through the use of small blocks and individual garages for the townhome type housing product. Separation of vehicle and pedestrian traffic is preserved on-site.

Off Site: Existing regional circulation will not be altered as the Property utilizes the existing South Lake Mary Road for access. A primary access point will connect vehicular traffic with the main "boulevard" to the north and a second access point to the south will serve efficiency in traffic flow.

- Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.
- Policy T.1.4.: Provide a continuous transportation system with convenient transfer from one mode to another.
- Policy T.1.5.: Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.
- Policy T.2.1.: Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Climate Change

The City of Flagstaff is grappling with issues whose solutions are often in diametric opposition. How does a City respond to severe housing stock demand while facing an existential crisis like climate change? The Lake Mary Housing project will help bring much needed housing stock to an underserved area. The proposed density will serve as many prospective residents as possible without compromising conservation efforts that might be thwarted through normal single-family residential development. The project promotes efficiency and optimizes a swath of land that is ready for development.

- Policy E&C.2.2: Promote investments that create a more connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.

Complete Streets

With the construction of Lake Mary Housing, South Lake Mary Road will be improved to City standards. The existing bike lanes will be preserved, and pedestrian infrastructure will be expanded with the installation of a new off-site public sidewalk for the width of the property. Street improvements will optimize future connectivity goals and ensure appropriate modes of travel are protected.

- Policy T.1.2.: Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.
- Policy NH.1.3.: Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks and trails.

Connectivity (Access)

The proposed Lake Mary Housing Project will promote connectivity both on and off site, through vehicular and pedestrian infrastructure. Residents can take advantage of the well-developed network of pedestrian pathways to connect the to 121,560 square feet oof open space and amenity areas dispersed throughout the Project. New off-site sidewalks will facilitate future pedestrian-oriented improvements through the corridor as further development occurs. Two vehicular access points at Lake Mary Road will enable vehicular connection.

- Policy OS.1.4.: Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.
- Policy LU.2.2.: Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.

Context Sensitive Solutions

The Project is designed with the context of the surrounding neighborhoods and forest land in mind. The open space and amenity area on the west side of the Property serves as a buffer between the built environment and the undisturbed natural forest land. Additionally, the traditional multi-family flat style units are concentrated in the rear of the Property, with the townhome style units more closely oriented towards South Lake Mary Road in order to preserve the single-family residential "feel" of the area.

- Policy LU.3.4.: Support transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.

Corridors

South Lake Mary Road is considered a regional corridor per the City of Flagstaff 2030 General Plan. The Property in question is currently underutilized considering the context of the area and the available access. The Project will make good use of an underutilized property along a major regional corridor and provide public rights-of-way improvements that are suitable to a corridor. The direct access points off of Lake Mary Road, make it an appropriate location for a higher intensity/higher density as proposed.

- Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.
- Policy LU.18.3.: Redevelop underutilized properties, upgrade aging infrastructure, and enhance rights-of-way and public spaces so that existing activity centers and corridors can realize their full potential.

Dark Skies

Befitting of a residential development, the project will demonstrate compliance with all Dark Sky Ordinance requirements ad necessary. Lighting levels will complement the context of the area and shall not exceed what is necessary to serve residents.

- Policy E&C.5.3.: Continue to enforce dark sky ordinances.

Density/Compact Development

The Project will provide a higher density housing than current development in the area. However, the density is appropriate in relationship to the location and existing roadways. The Property provides optimal access and circulation along Lake Mary Road, which helps mitigate concerns of traffic or congestion.

- Policy LU.5.3.: Encourage the distribution of density within neighborhoods in relationship to associate activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

Flagstaff Urban Trails Systems (FUTS)

Per the Flagstaff Urban Trails and Bikeways map, the project is connected to FUTS via the dedicated bike lane along Lake Mary Road. Residents will be able to take advantage of this access as an additional off-site amenity.

- Policy Rec.1.1.: Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Gentrification

The Project will utilize an existing vacant lot and will not involve any redevelopment of existing sites/land uses. The Project will help to expand housing choice and affordability in an area that is currently limited. The Project will not directly threaten housing stock or affordability in the area. The associated utility improvements will help to encourage future development in the area to better serve the City and residents' needs.

- Policy LU.1.4.: Attract private investment by reinvesting in transportation infrastructure improvements as well as public utilities infrastructure for desired development size.

Greenfield/Vacant Land

This Project will be built within an existing vacant lot. It will utilize existing shared City infrastructure. Certain infrastructure improvements, including the new sewer line and water line "loop" will be necessary, however, these improvements will help optimize operations through an existing developed area. Additionally, these improvements will enable future formal concerted growth and discourage wildcat development.

- Policy LU.2.5.: Plan Greenfield development within the rural context to encourage formal subdivisions with shared infrastructure instead of wildcat development, and protect open spaces, and access to public lands.

Growth Boundaries

The Project is located within the urban growth boundary. It provides a multi-family housing in an area with little varied housing choice. This will help complete the neighborhood and serve more

residents of varied ages, income levels, and housing preferences. Additionally, water infrastructure improvements will be appropriately made to this area within the growth boundary.

- Policy LU.6.3.: Encourage new mixed-use neighborhoods in appropriate locations within the growth boundary.
- Policy WR.4.3.: Development requiring public utility services will be located within
- the Urban Growth Boundary.

Historic and Cultural Resources

A Cultural Resources Inventory report was completed for the property. After a survey of the Property, it was determined that neither the Property nor observed isolated occurrence are considered historically significant, and both are recommended as not eligible for the Arizona Register of Historic Preservation or the National Register of Historic Preservation. It was recommended that cultural resources clearance be granted to the Property and that the Project be considered in compliance with City Code 10-30.30.050.

- Policy LU.4.2.: Utilize the following as guidance in the development process: Natural Environment maps Environmental Planning and Conservation Policies, Considerations for Development, Cultural Sensitivity, and Historical Preservation maps, and Community Character policies, while respecting prove property rights.

Housing

Lake Mary Housing will utilize density bonus incentives made possible by the City. By maintaining 20% of all rental units at an affordable rate, the Project will achieve a target density of 14.5 units per acre (max density by right is 13 units per acre). This incentive enables the project to tackle the housing crisis in two ways: (1) by increasing total housing stock overall, and (ii) by conserving affordable rental units for qualified renters. The Project proposes two styles of units (traditional flat vs. townhome style) in one-, two- and three-bedroom options to appeal to a wide range of ages, income levels and preference.

- Policy NH.3.1.: Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
- Policy NH.3.5.: Encourage and incentivize affordable housing.

Intergovernmental Coordination

Lake Mary Housing is working with the Forest Service to establish an easement which would enable the construction of a pressurized sewer line which will serve the Project and the area. The sewer line brings much needed infrastructure to an underserved area and will support additional

future growth along the Lake Mary Corridor including land zoned for high density residential development within proximity of the Property. This development is made possible through intergovernmental coordination.

- Policy LU.3.2. Coordinate land use, master planning, and recreational uses, when feasible, with local, state, and federal land management agencies and tribal land owners.

Landscaping

The project will preserve 58% of existing Ponderosa Pines, exciting the 50% minimum required. The removal of native landscaping is necessary for the purposes of land disturbance and construction, however new landscaping will be installed on the Property, emphasizing drought-tolerant plants native to the region. Landscaping will help enhance the open areas and connect residents with the natural environment.

- Policy E&C.6.3.: Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals
- Policy E&C.6.8.: Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant or edible species appropriate to the area.
- Goal WR.4.: Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

Open Space

The Project includes 121,560 square feet of open space dispersed throughout the Property. Each open space area is connected to residential units and across the Property by a pedestrian pathway so residents can easily connect to different amenity areas on the Property. Provided amenities include a pool, dog park, and picnic areas, allowing residents to enjoy the outdoors and the beautiful natural environment that Flagstaff is known for. An open space landscape area is provided along the frontage of the Property to buffer the Project from traffic along South Lake Mary Road. Additionally, a large open space is dedicate at the rear of the Property to provide a buffer and transition between the flat style building and the forest beyond.

- Policy OS.1.5.: Integrate open space qualities into the built environment.

- Policy OS.1.3.: Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.

Parking

Parking areas within the Project will be a mix of garage, tandem, and surface parking. The townhome style units will utilize in-unit garage parking with some tandem and single-stall surface parking located just steps away from resident's front doors. The traditional flat style apartments will utilize some private garages as well as a traditional surface parking lot. The main surface parking lot is located behind the townhome style units, helping to temper its visual impact. Additional dispersed parking is buffered from the public street by landscaping improvements. In total, 439 parking spaces are provided, one space more than the required minimum of 438.

- Policy CC.4.4.: Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

- Policy T.1.8.: Plan for development to provide on-site, publicly owned transportation improvements and provide adequate.

Parks

The scope of improvements for Lake Mary Housing includes the construction of multiple open space areas throughout the Project. These open space areas are fully connected by meandering pedestrian paths, creating the send of a complete neighborhood. Each open space area features landscaping and amenities (seating, barbecues, fire pits, pool/ramada, play area and dog park). The connected open space areas encourage active recreation by residents and contribute to a "park-like" feel.

- Policy LU.13.8.: Locate civic spaces, parks and institutional uses within neighborhood pedestrian sheds.
- NH.1.6.: New development, especially on the periphery, will contribute to completing neighborhoods, including interconnective with other neighborhoods; providing parks, civic spaces, and a variety of housing types; and protecting sensitive natural and cultural features.
- Policy Rec.1.1.: Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Partnerships

Lake Mary Housing will leverage a density bonus offered through the City of Flagstaff Zoning Ordinance in exchange for the provision of affordable housing units. This partnership enables both entities to help actualize affordable housing goals for the City.

- Policy PF.1.4.: Build, sustain, and leverage partnerships with local and regional stakeholders for collective investment, efficient action, and shared responsibility in the building of local resiliency.

Placemaking

The Project is designed with a traditional multi-family flat style product in the rear, and for-rent townhomes closer to the Lake Mary Road frontage. This design helps bolster a single-family residential feel at the frontage while providing a transition in height towards the traditional flat style product. The development provides for a unique design with a centralized main drive "The Boulevard" acting as the main drive into the Project. This helps create a sense of place for the community and "welcomes" residents home.

- Policy LU.3.4.: Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity and open space.

Preparedness and Emergency Response

The closest fire station to the Project is City of Flagstaff Station 6, located just 1.75 miles away. The City of Flagstaff Police Department will be the law enforcement protection agency. The Project layout contributes to efficient on-site circulation for fire engines and emergency equipment which will ease emergency response and aid response times. In case of evacuation, residents will be able to exit the Property directly onto Lake Mary Road and travel via personal vehicle in either direction, away from hazard. A detailed emergency response plan had not yet been formulated as it relates to possible hazards such as wildfires and flooding, however Lake Mary Housing will work closely with the Fire Department as necessary to ensure risks are mitigated and eventualities planned for as appropriate.

- Policy PF.3.1: Maintain high-quality effectiveness and efficiency in law enforcement, fire and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Preservation (Cultural, Natural Resources, etc.)

The City's Resource Protection Overlay requires 50% protection of resources. Lake Mary Housing proposes to preserve approximately 58% of the existing Ponderosa Pines on the Property. The majority of the Property has minimum slope conditions, minimizing impacts to vistas and views in the area. There are no areas on the Property that qualify as steep slope areas. At time of Site Plan Review, the final Resource Protection Plan will be provided showing how the plan minimizes resource impacts as contemplated by the overlay.

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

Public Facilities

For wet utility services, an existing water line that is current running along Lake Mary Road will serve the Property. The Project proposes installation of a second line "loop" to ensure sufficient fire service volumes and enhance water delivery to the larger area. There is no existing sewer line adjacent to the Property. A privately owned and maintained forced main sewer line will be installed to connect the Project with the existing City line located approximately 1 mile north of the Property. The Project will also include public roadway and sidewalk improvements.

- Policy LU.6.1.: Consider a variety of housing types and employment options when planning new development and redevelopment projects.

Public Outreach

As required by the Zoning Map Amendment process, neighborhood meetings will be facilitated by the applicant. During these neighborhood meetings, a Project overview presentation will be given by the applicant's development team to begin the meeting. Following the presentation, there will be an opportunity for questions and answers about the Project by attendees. Summary minutes will be taken to provide an overview of key discussion points, comments/concerns and other important information provided by those in attendance, as well as the applicant's response to questions raised during the meeting. Feedback received during these meetings will be taken under consideration to the degree possible.

- Policy E.D.1.2.: Steadily improve access to easily understandable public information.

Public Safety

The City of Flagstaff Police Department will be the law enforcement protection agency. The closest fire station to the property is City of Flagstaff Station 6 (1.75 miles away). The Project is located within existing fire and police department services areas. Service areas will not be expanded as a result of the Project and will not result in additional strain on services. Circulation and connectivity will enable emergency services ease of access if/when needed.

- Policy PF.3.1.: Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served and monies available.
- Policy CD.1.5.: Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.

- Goal PF.2.: Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Recreation

The Project proposes 121,560 sf of open space. This includes a mix of passive and active open space with amenities and opportunities for recreation. Residents can swim in the provided pool or walk, jog or bike along the network of pedestrian paths. Larger unstructured open space areas are also provided for freeform recreation.

- Policy Rec.1.1.: Integrate active and passive recreational sites within walking distance throughout the region to promotes a healthy community for all City and County residents and visitors.

Resource Protection/Restoration

The City's Resource Protection Overlay requires 50% protection of resources. Lake Mary Housing proposes to preserve approximately 58% of the existing Ponderosa Pines on the Property. Proposed landscaping will include native drought tolerant plan species to ensure compatibility with wildlife and existing ecology.

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

Road Construction, Repair, and Maintenance

Through the Project, Lake Mary Road is to be improved to City Standards. Off-site improvements will include the construction of a public sidewalk for the width of the property where currently no sidewalk exists. Dedicated bicycle infrastructure will be preserved. The consequential improvements will ensure greater safety and convenience for all users.

- Policy T.8.6.: Maintain the City's street infrastructure in a cost effective manner to ensure the safety and convenience of all users.

Schools

The Project will add to the City of Flagstaff's tax base, increasing funding. Through increased funding, the City will have greater resources to expand support for arts and science education, which has been identified as a priority by the City.

- Policy CC.5.1.: Promote first class arts, research, and educational facilities.

- Policy ED.2.4.: Promote science, technology, engineering, mathematics, liberal arts, and entrepreneurship education at all levels.

Stormwater

There is approximately 79 acres of offsite area that contributes stormwater to the Site. There are no known natural drainage paths onsite. Therefore, the onsite flows travel across the parcel in a sheet flow or shallow concentrated flow condition. Per the complete drainage impact statement, site drainage patterns will generally remain unaltered in the Property's developed condition. Lake Mary Housing will use on-site detention and retention to reduce the flowrate and runoff volume for the 100-yr 24-hr storm event to the pre-developed condition.

- Policy WR.5.4.: Identify downstream impacts as the result of development, and provide for mitigation measures to address impacts. When possible, mitigations should be non-structural in nature.

Student Housing

Although not designed as student housing, Lake Mary Housing will provide 202 new rental units that appeal to a wide array of ages, income levels, and housing preference. Increased housing stock will not only directly impact student housing by expanding housing choice, it will also help to create downward pressure on the Flagstaff housing market to the benefit of students with limited or fixed incomes who may be interested in the flexibility and diversity offered by off-campus housing.

- Policy NH.1.7.: Develop appropriate programs and tools to ensure the appropriate placement, design, and operation of new student housing developments consistent with neighborhood character and scale.

Tourism

By providing additional housing options for Flagstaff residents, Lake Mary Housing can indirectly support the general tourism in the Flagstaff area by providing affordable housing to those who work in the industry.

- Policy NH.3.5. Encourage and incentivize affordable housing.
- Policy LU.13.4. Plan suburban development to include a variety of housing options.

Transit

Public transit does not currently serve the Property or its immediate surroundings. The nearest transit stop is located roughly 1.5 miles away at the intersection of Walapai Drive and Lake Mary

Road. If the City should decide to expand transit routes to serve the area southeast of this existing stop, the density proposed by Lake Mary Housing could serve as an appropriate transit stop with strong ridership.

- Policy NH.1.4.: Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.

Utilities

The Project will include utility improvements and enhancements to public services, specifically by modernizing the water system with an additional "loop" line, and by bringing sewer service to the area which will make opportunities for future development and economic growth within the area possible.

- Policy LU.1.4.: Attract private investment by reinvesting in transportation infrastructure improvements as well as public utilities infrastructure for desired development size.

Walking/Pedestrian environment

The Project will provide pedestrian improvements within the public right-of-way to ensure access to the Property and bolster future pedestrian-friendly improvements along Lake Mary Road. The Project will also provide an extensive network of on-site, accessible pedestrian pathways. These pathways will connect residents from building to building, to public right-of-way, to parking areas, and between amenity areas. The on-site pedestrian environment has been thoughtfully designed to deliver a neighborhood feel.

- Policy LU.12.7.: Provide multiple routes and pathways for vehicular and pedestrian movement.
- Policy T.5.4.: Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Wastewater

The Project will bring a privately owned and maintained sewer line and lift station sewer to an area of the City where sewer services are not currently provided. This will serve the Project and also support future growth in the immediate area with the potential for additional housing opportunities.

- Policy WR.2.2.: Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.

Wildland Fire

Lake Mary Housing is proposed within an area that is currently served by City of Flagstaff Station 6, locate 1.75 miles away. Proximity to the existing Fire Station will ensure an optimal response time in the event a wildland fire is reported in this area. The Project has been and designed with Wildland-Urban Interface in mind. The buildings onsite will be built to the IBC, and fire rated as necessary, with the inclusion of fire-resistant materials. Additionally, Frontier Road to the south of the Property as well as two open space areas serve as a buffer, increasing preparedness and mitigating possible spread of wildfire to the Property.

- Policy PF.3.3.: Locate City of Flagstaff and rural fire districts within the optimal response time for new and existing developments.
- Policy E&C.3.4. Increase the region's preparedness for extreme climate events.

Wildlife

The Project provides a significant open space area adjacent to its rear property line. This open space area acts a s natural buffer zone between the multi-family buildings and the forest beyond. Additionally, landscaped opens space areas are dedicated throughout the Project in order to preserve wildlife to the extent possible.

- Policy OS. 1.3. Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats
- Policy OS.1.5.: Integrate open space qualities into the built environment.

Goals and Policies in Conflict with the Project

Renewable Energy Production

In Conflict: At this time, it is our understanding that the Project will not leverage renewable energy during construction, nor during ongoing operations. The Project does not currently plan for the inclusion of electrical vehicle charging stations.

- Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.
- Policy E.2.1. Promote renewable energy sources that reduce demand upon fossil fuels and other forms of generation that produce waste.

Infill and Redevelopment

In Conflict: The Property is best described as vacant and peripheral. The Project would not be considered an infill development, nor would it be considered a redevelopment of an existing site. Due to the very nature of the Property, Lake Mary Housing will not address infill and redevelopment.

- Policy LU.5.2.: Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.

Live/Work

In Conflict: The Project does not contemplate a live/work concept.

- Policy LU.13.5. Encourage developers to consider at least one floor of apartments or offices over commercial development in mixed-use and activity centers and corridors.

Mixed Use Development

In Conflict: The Project is principally focused on multi-family development and does not consider mixed-use development, though the context of the area is not appropriate for such mixed-use.

- Policy LU.6.3. Encourage new mixed-use neighborhoods in appropriate locations within the growth boundary

Goals and Policies Unable to be Met

The following topics noted below are either not applicable or the Project does not meet per the Comprehensive Plan.

Airport

Not applicable: Lake Mary Housing will not impact airport, nor is it impacted by the local airport. Lake Mary Housing will not address the topic of "Airport."

Activity Centers

Not applicable: The Project is principally and solely a multi-family housing product. Lake Mary Housing will not address the topic of "Activity Centers."

Arts, Science and Education

Not applicable: The scope of the Lake Mary Housing Project does not provide opportunity to address Arts, Science and Education.

Brownfields

Not applicable: The Lake Mary Housing Project will not reuse a former brownfield site.

City-County Coordination

Not applicable: The Project does not require City-County coordination.

City-supported financing/funding

Not applicable: The Project will not utilize City or City supported financing/funding.

Commercial Development

Not applicable: Lake Mary Housing will principally and solely address multi-family housing. The Project does not include any commercial development components, however the increased housing stock will help support existing and prospective residents and address housing affordability which will in turn strengthen the local economy and bolster commercial development.

Downtown Redevelopment

Not applicable: The Project is not located within the Downtown Flagstaff area. Lake Mary Housing will not address the topic of "Downtown Redevelopment"

Drinking Water

Not applicable: The Project will not contribute to actualization of water resource and management goals, specifically the topic of "Drink Water."

Employment/Jobs

Not applicable: Lake Mary Housing is a multi-family development without significant impact to employment and jobs. However, the Project will directly impact housing stock and affordability which will provide much needed support for the workforce, which may result in reciprocal benefits to the local job market.

Employment Land Uses

Not applicable: The proposed Project is principally and solely a multi-family housing product. Lake Mary Housing will not address the topic of "Employment Land Uses."

Freight

Not Applicable: The Project will not meaningfully impact freight operations or infrastructure.

Gateways

Not Applicable: The City of Flagstaff 2030 General Plan does not designate the area within proximity of the Project as "Gateway." Lake Mary Housing will not address this topic.

Industrial Development

Not applicable: Lake Mary Housing proposes the development of multi-family housing. It will not impact Industrial Development.

IT/GIS

Not applicable: The Project does not impact information technology or geographic information systems.

Libraries

Not applicable: The Project will not directly impact library facilities and function, but will add to the City of Flagstaff's tax base, increasing funding for public libraries.

Rail

Not applicable: The Project will not impact the City of Flagstaff's rail infrastructure or operations.

Reclaimed Water

Not applicable: The Project does not involve a coordinated system for the reclamation of water.

Small Business/Entrepreneurship

Not applicable: The Project will not directly impact small business and entrepreneurship in the City of Flagstaff.

Technology

Not applicable: The Project will not include the leveraging of technology in any significant or novel way.

Transit

Not applicable: Public transit does not currently serve the Property or its immediate surroundings. The nearest transit stop is located roughly 1.5 miles away at the intersection of Walapai Drive and Lake Mary Road. If the City should decide to expand transit routes to serve the area southeast of this existing stop, the density proposed by Lake Mary Housing could serve as an appropriate transit stop with strong ridership.

Tribal Relations

Not applicable: To our knowledge, the project is not located on culturally sensitive or tribal-sensitive grounds and development of the Property will not negatively impact tribal relations.

Views and Vistas

Not applicable: There are no areas onsite that qualify as steep slope areas. The majority of the Property has minimum slope conditions, minimizing impacts to vistas and views in the area.

Water Conservation

Not applicable: The Project will not address the topic of "Water Conservation in its development or operation.

Workforce Training

Not applicable: Lake Mary Housing is a multi-family housing project. It will not contribute to or detract from workforce training programs or opportunities within the City of Flagstaff.

In summary the Project, as discussed above, is in conformance with a majority of the applicable goals and policies of the Comprehensive Plan. Please feel free to contact me should you have any questions or need any additional information to process this request.

Respectfully submitted,

Snell & Wilmer

Noel J. Griemsmann, AICP
Senior Urban Planner

Lake Mary Housing Public Water & Sewer Impact Analysis

13.96+/- Acre Development Project

Analysis Completed August 11, 2022

Public Water & Sewer Impact Analysis

Prepared by Civil Design & Engineering, Inc., for The City of Flagstaff Water Services

Mayor

Paul Deasy

Council

Khara House
Regina Salas
Jim McCarthy
Miranda Sweet
Adam Shimoni
Austin Aslan

City Manager

Greg Clifton

Water Services Director

Brad Hill

City Engineer

Jeff Bauman, P.E. (acting)

Public Works Director

Scott Overton

Ryan Mahar, P.E.
Arizona Registrant # 65323

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Lake Mary Housing

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I. INTRODUCTION

The Lake Mary Housing project is a medium to high-density housing project located south of the intersection of SJ Diamond Road and Lake Mary Road. The project is located on Coconino County parcel 115-03-001A, which is in Section 3, Township 20N, Range 7E of the Gila and Salt River Base & Meridian (See Figure 1).

The proposed development lies within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities.

The Lake Mary Housing project Site Plan (Exhibit 1) was provided to the City by Civil Design & Engineering, Inc., (CD&E) and has been used as the basis for this preliminary analysis.

The criteria used herein to estimate the project's water demand is from the City of Flagstaff Engineering Design Standards (COF EDS), Chapter 13-09, effective October 2017. This Water and Sewer Impact Analysis (WSIA) is considered valid for two years from its completion date, which is 8/11/2022.

Figure 1 – Vicinity Map. Not to scale.

II. ANALYSIS SUMMARY

On-site modifications:

Sewer: It is assumed that there is currently no infrastructure in the ground to support this development, so all systems will have to be designed and built. Sewer service to all adjacent homes and businesses must be maintained during construction and tapping for this project.

Water: It is assumed that there is currently no infrastructure in the ground to support this development, so all systems will have to be designed and built. Water service to all adjacent homes and businesses must be maintained during construction and tapping for this project.

Off-site modifications:

Sewer: Currently there is infrastructure near the corner of JW Powell Blvd and Lake Mary Road. The project shall extend an 8" PVC sewer to a high point located between the project and this intersection to City of Flagstaff Standards. This extension would require about 3,030 linear feet of additional sewer pipe beyond that which exists. The project will then build a privately owned and operated pressure sewer from the project site to the gravity sewer at the highpoint. This pressure sewer is about 2,900 linear feet. Tapping the sewer manhole should be done according to City of Flagstaff Standards.

Water: Currently there is infrastructure along Lake Mary Road that will serve this project. The existing infrastructure is a dead-end line that will not produce enough water for the proposed improvements. Therefore, the developer will need to loop their on-site water system back to the Lake Mary Treatment Plant. The tap for this extension should be located 10' north of the gate valve on the 30" main that leaves the treatment plant. The water line extension shall be ~4375 linear feet and consist of 8" diameter C-900 PVC pipe, complete including all appurtenances. This extension and tapping of the waterline should be done according to City of Flagstaff Standards.

III. WATER SYSTEM ANALYSIS

A. EXISTING WATER SYSTEM

Currently, some public water infrastructure exists near the property. The site plan provided by CD&E shows the project extending the 8" main in Lake Mary Road around and through the site and back to the Lake Mary Treatment Plant. These mains fall within

the City of Flagstaff pressure Zone ‘B’. The pressures on-site will not require the developer to install pressure-reducing valves after the meter.

There is an 8” Asbestos Cement Zone B waterline under Lake Mary Road. The waterline transitions to a 6” pipe before heading west along Frontier Ave. The Site Plan shows a portion of this 6” pipe being re-aligned and replaced for the looping of the system. It is the developer’s responsibility to replace this with the minimum 8” diameter pipe. The buildings on this development could have multiple stories with water and sewer fixture heights up to 60 feet above ground level (according to current High-Density Residential and Table 10-40.30.040.C). This analysis provides the water pressure at ground level. After grading is complete and upper finished floor elevations are established, an analysis should be performed by the Architect/Engineer (A/E) to verify adequate pressure throughout the project.

B. PROPOSED WATERLINE EXTENSIONS

The site plan provided by CD&E proposes extending an 8” waterline through the site and providing a separate private domestic waterline. The 4” fire sprinkler lines and seven 6” fire hydrant lines will come off the 8” waterline through the site. CD&E’s plan also shows a new 6” hydrant along the frontage. The buildings will each be served with the private domestic waterline and a 4” sprinkler line. The 8” line is shown to be in a 20’ PUE.

C. WATER SYSTEM DEMANDS

The following quantifies the anticipated water demands for the project.

Water System Demand

Population = 202 units x 2.5 ppl/bed = 505 ppl

Average Population Demand = 505 ppl X 75 gpcd = 37,875 gpd

Peak Population Demand = 505 ppl X 250 gpcd = 126,250 gpd

Fire Flow Demand = 1,500 gpm

D. WATER SYSTEM ANALYSIS RESULTS

Bentley WaterGEMS software was used for simulations of peak daily and fire flow.

The analysis area used was based on the area estimated to be impacted by the proposed Lake Mary Housing development and includes both junction demand nodes possibly impacted by the additional demands and locations that may need to supply fire flows. This area spans approximately 3,800' northeast to include every node south of the Lake Mary Treatment Plant. See Exhibit 4.

Results of the computer analysis (Appendix A) for peak daily flow indicate a range in pressures off-site in the project vicinity from 67.53 psi (J-230) to 88.49 psi (J-7464). The rest of the nodes are consistent given the elevations of the junction nodes within the analyzed boundary. The junctions J-214 to J-230 were set to the existing contour elevations shown on the site plan. J-230, the highest elevation of the on-site junctions, showed a pressure of 67.53 psi, whereas J-7464 is higher in elevation at 6929.48. The peak daily flow condition yields a pressure on the project site of 67.53 psi. This project meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards. The pressure associated with peak domestic flows, 83.57 psi, occurs at junction J-230, which is above the City Engineering Standards' minimum pressure of 40 psi (COF EDS 13-9) and above the 80 psi pressure that requires a pressure-reducing valve.

Based on the computer simulation of fire flow, residual pressures in the project vicinity are projected to remain above 20 psi (COF EDS 13-9) or higher during fire flow scenarios of 1000 gpm or less. 1000 gpm is necessary for the surrounding uses which are mostly single-family residential. The subject parcel requires a higher flow rate of 1500 gpm. The nodes inside the project and immediately surrounding the project also meet the requirement of 1500 gpm. The only hydrant that does not produce the required 1000 gpm for its area is the hydrant located at the end of Frontier Avenue (J-8328). In a pre-development condition, this hydrant produced 599.04 gpm. After the proposed improvements, this hydrant will produce 902.66 gpm. This is an improvement that will result from the improvements proposed.

It is the developer's responsibility to design, acquire adequate right-of-way for, and construct all on-site and connecting water infrastructure per all applicable City, State, and Federal rules and regulations.

IV. SEWER SYSTEM ANALYSIS

A. EXISTING SEWER SYSTEM

The sewer line that flows northwesterly along Lake Mary Road, turns at a manhole near the corner of JW Powell Blvd and services the airport. Manhole 6-162 is the closest point of connection to the project. The downstream sewer is a 10” VC line. The effluent is then carried northwesterly along Lake Mary Road until it flows through the Bow and Arrow neighborhood to Zuni Dr., where it eventually reaches the Rio De Flag Skimming Plant. The sewer line information is based on the City of Flagstaff GIS (Geographic Information System) data. See Exhibit 3. The site plan provided by CD&E illustrates the developer’s plan to use this sewer line. See Exhibit 1. Connecting to this sewer main will require the developer to get the necessary utility access.

For this analysis, using the City of Flagstaff SewerCAD model, we considered that the developer has proposed that the flow from this project will be collected in a pipe that flows to manhole 6-235. For this analysis, the flows from the project will be added to manhole 6-235. See Exhibit 6.

According to the City of Flagstaff’s Biosolids Master Plan developed by Carollo in 2019, the City's wastewater treatment capacity for both treatment plants combined is 6.3 MGD average daily flow based on current conditions and configurations. Average daily flows for both plants measured 5.404 MGD for the calendar year 2021. The remaining treatment capacity of both plants combined has been previously committed. The City is creating additional wastewater treatment capacity currently scheduled for completion by the end of 2024. The wastewater treatment capacity reservations in this WSIA are contingent on the successful construction of improvements for additional capacity.

B. PROPOSED SEWER SYSTEM EXTENSIONS

The project shall extend an 8” PVC sewer line for future connections to a high point located between the project and the manhole located near JW Powell. This shall be done in accordance with City of Flagstaff Standards. This extension would require about 3,030 linear feet of additional sewer pipe beyond the previously described manhole. The subject parcel will use a lift station and pressure sewer system to get their sewage to this high point. The entirety of this system must be privately owned and operated, and comply with all state and federal requirements. The developer is responsible to obtain the necessary property rights and permits to construct and maintain the private pressure sewer system. The developer is also responsible to obtain the necessary property rights and permits to construct the gravity sewer system.

The proposed on-site sewer system was not analyzed as a part of this report and shall be addressed by the A/E as part of their design for their project. The A/E's engineering analysis and design shall be consistent with the requirements called out in the City of Flagstaff Engineering Standards.

C. SEWER SYSTEM FLOWRATES

The following criteria were utilized in determining the anticipated wastewater generation for this project.

Sewer System Design Flows

Population = 202 units x 2.5 ppl/unit = 505 ppl

Average Population Demand = 505 ppl X 75 gpcd = 37,875 gpd

Peak Population Demand = 37,875 x 2.61 P.F. = 98,854 gpd

D. SEWER SYSTEM ANALYSIS RESULTS

In the SewerCAD model prepared for this evaluation, the sewer design flows were applied to manhole 6-235. These total design flows from the Lake Mary Housing project will yield a peak-day flow increase of 98,854 gallons per day (0.099 MGD).

The capacity of the existing collection system downstream of this project is adequate to convey the existing and proposed flow rates and maintain the City's required d/D pipe capacity ratio (expressed as a percentage) at less than 70%. See Appendix C.

V. CONCLUSIONS & REQUIREMENTS

Sewer and water service to all adjacent homes and businesses must be maintained during construction and tapping for this project.

The findings of this analysis indicate that the completion of the project will comply with public water and sewer infrastructure requirements as outlined in the current City of Flagstaff Engineering Standards as long as all on-site and off-site infrastructure is

designed and constructed per the Engineering Standards and as stipulated herein. All new service connections to the City water and sewer infrastructure are required to pay capacity fees for the new connection to the public water and sewer system. Deviations from the intent shown on the developer's provided preliminary drawings, and/or further development beyond what was shown on the preliminary drawings will require additional review and must gain full IDS (Inter-Division Staff) Approval. It should be noted that the City of Flagstaff Engineering Standards (Chapter 13 of the City of Flagstaff Code) is the only document used for this analysis. This WSIA does not guarantee conformance to any other codes, standards, or specifications similar to, but not limited to, IBC, IFC, IRC …etc.

The location(s) of any required fire hydrants related to this project is (are) left to the discretion of the City of Flagstaff Fire Department per City of Flagstaff Engineering Standards and current Fire Codes. Approval by the City Engineer shall also be obtained.

Water and Sewer computer analyses were done with Bentley Systems WaterGEMS and SewerCAD software. The existing City of Flagstaff master water and sewer models were modified to incorporate the estimated infrastructure and flows that will be required by this development.

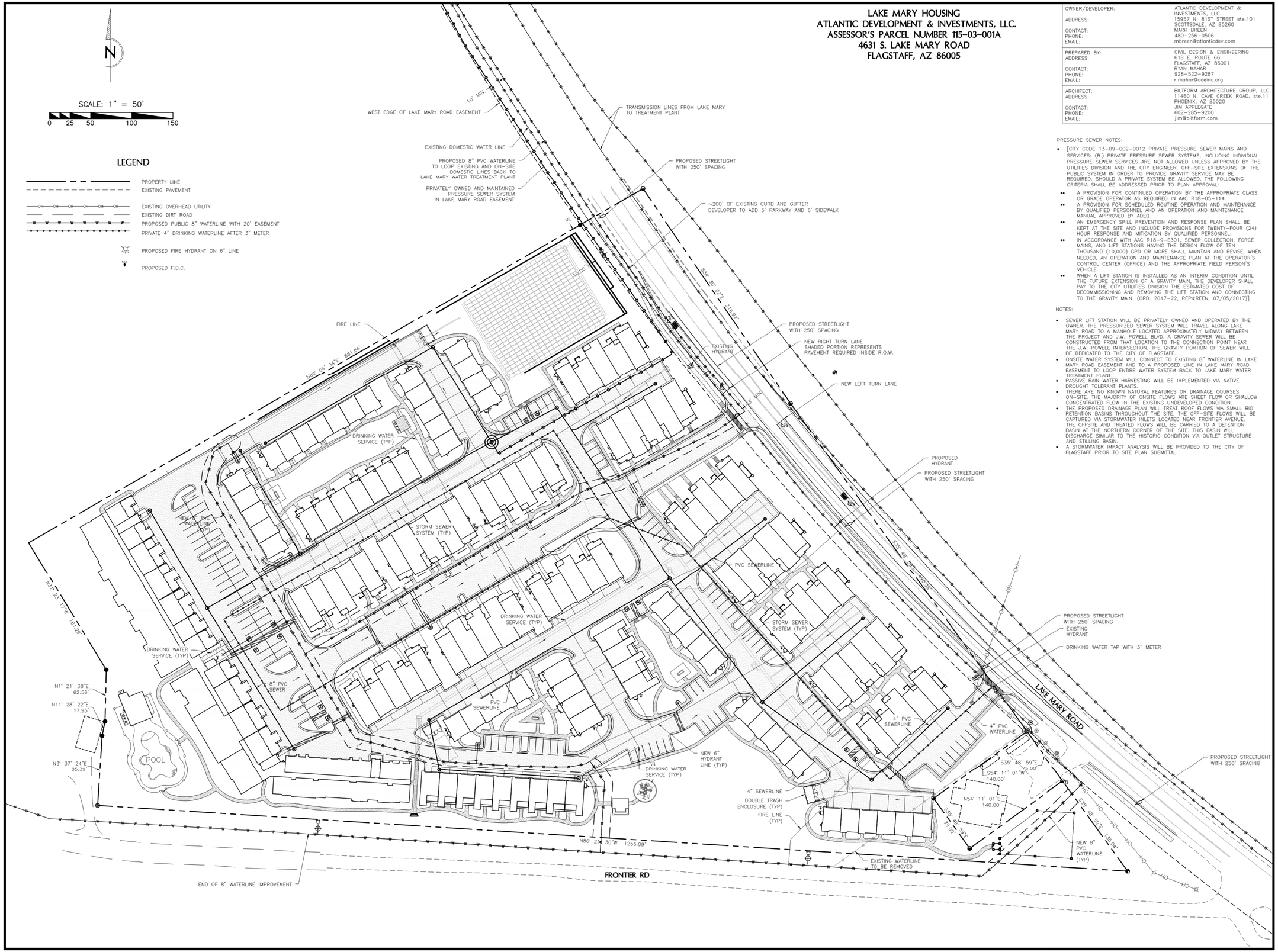
All existing utility information is based on the City of Flagstaff GIS data and other information contained within the WaterGEMS & SewerCAD master models or provided by the City of Flagstaff engineering staff. The developer's A/E should confirm the City water system supply and wastewater collection system pipe sizes, materials, and locations as part of their design for connection to the COF water and sewer systems.

If the developer changes their plans for development resulting in changes to development size, area of commercial space, number or type of residential units, population, etc., that could render invalid the assumptions made as a basis for the forecasts made in this Water and Sewer Impact Analysis. If such changes are made, then the developer must apply for an updated analysis and provide the proposed changes to the City of Flagstaff for review and consideration. The developer has communicated a proposed completion of December 2024, at which time the City anticipates sufficient wastewater treatment capacity for this development. If the scheduled completion is changed to an earlier date, Water Services must be notified and adequate capacity must be confirmed prior to building permit approval.

This WSIA is considered valid for two years from its completion date, 8/11/2022, which is the date of the engineer's seal on the cover sheet and table of contents of this WSIA.

All water and sewer utility lines and treatment plant capacity reservations as a result of this study will expire at that time. This WSIA will function as a place holder for the developer. The capacity assurances discussed within this report will be provided by the City for 2 years. At which time the developer will need to have applied for a building permit or will be removed from the list of assured capacity. If this project is removed from the capacity assurance list, the developer will need to re-apply for capacity assurance by getting a new WSIA.

LAKE MARY HOUSING
ATLANTIC DEVELOPMENT & INVESTMENTS, LLC.
ASSESSOR'S PARCEL NUMBER 115-03-001A
4631 S. LAKE MARY ROAD
FLAGSTAFF, AZ 86005



OWNER/DEVELOPER:	ATLANTIC DEVELOPMENT & INVESTMENTS, LLC.
ADDRESS:	15957 N. 81ST STREET ste.101 SCOTTSDALE, AZ 85260
CONTACT:	MARK BREEN
PHONE:	480-256-0506
EMAIL:	mbreen@atlanticdev.com
PREPARED BY:	CIVIL DESIGN & ENGINEERING
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CONTACT:	RYAN MAHAR
PHONE:	928-522-9287
EMAIL:	r.mahar@cdeinc.org
ARCHITECT:	BILTFORM ARCHITECTURE GROUP, LLC.
ADDRESS:	11460 N. CAVE CREEK ROAD, ste.11 PHOENIX, AZ 85020
CONTACT:	JIM APPLEGATE
PHONE:	602-285-9200
EMAIL:	jim@biltform.com

PRESSURE SEWER NOTES:

- [CITY CODE 13-09-002-0012 PRIVATE PRESSURE SEWER MAINS AND SERVICES: (B.) PRIVATE PRESSURE SEWER SYSTEMS, INCLUDING INDIVIDUAL PRESSURE SEWER SERVICES ARE NOT ALLOWED UNLESS APPROVED BY THE UTILITIES DIVISION AND THE CITY ENGINEER. OFF-SITE EXTENSIONS OF THE PUBLIC SYSTEM IN ORDER TO PROVIDE GRAVITY SERVICE MAY BE REQUIRED. SHOULD A PRIVATE SYSTEM BE ALLOWED, THE FOLLOWING CRITERIA SHALL BE ADDRESSED PRIOR TO PLAN APPROVAL:
  - A PROVISION FOR CONTINUED OPERATION BY THE APPROPRIATE CLASS OR GRADE OPERATOR AS REQUIRED IN AAC R18-05-114.
  - A PROVISION FOR SCHEDULED ROUTINE OPERATION AND MAINTENANCE BY QUALIFIED PERSONNEL AND AN OPERATION AND MAINTENANCE MANUAL APPROVED BY ADEQ.
  - AN EMERGENCY SPILL PREVENTION AND RESPONSE PLAN SHALL BE KEPT AT THE SITE AND INCLUDE PROVISIONS FOR TWENTY-FOUR (24) HOUR RESPONSE AND MITIGATION BY QUALIFIED PERSONNEL.
  - IN ACCORDANCE WITH AAC R18-9-E301, SEWER COLLECTION, FORCE MAINS, AND LIFT STATIONS HAVING THE DESIGN FLOW OF TEN THOUSAND (10,000) GPD OR MORE SHALL MAINTAIN AND REVISE, WHEN NEEDED, AN OPERATION AND MAINTENANCE PLAN AT THE OPERATOR'S CONTROL CENTER (OFFICE) AND THE APPROPRIATE FIELD PERSON'S VEHICLE.
  - WHEN A LIFT STATION IS INSTALLED AS AN INTERIM CONDITION UNTIL THE FUTURE EXTENSION OF A GRAVITY MAIN, THE DEVELOPER SHALL PAY TO THE CITY UTILITIES DIVISION THE ESTIMATED COST OF DECOMMISSIONING AND REMOVING THE LIFT STATION AND CONNECTING TO THE GRAVITY MAIN. (ORD. 2017-22, REP&REEN, 07/05/2017)]

NOTES:

- SEWER LIFT STATION WILL BE PRIVATELY OWNED AND OPERATED BY THE OWNER. THE PRESSURIZED SEWER SYSTEM WILL TRAVEL ALONG LAKE MARY ROAD TO A MANHOLE LOCATED APPROXIMATELY MIDWAY BETWEEN THE PROJECT AND J.W. POWELL BLVD. A GRAVITY SEWER WILL BE CONSTRUCTED FROM THAT LOCATION TO THE CONNECTION POINT NEAR THE J.W. POWELL INTERSECTION. THE GRAVITY PORTION OF SEWER WILL BE DEDICATED TO THE CITY OF FLAGSTAFF.
- ONSITE WATER SYSTEM WILL CONNECT TO EXISTING 8" WATERLINE IN LAKE MARY ROAD EASEMENT AND TO A PROPOSED LINE IN LAKE MARY ROAD EASEMENT TO LOOP ENTIRE WATER SYSTEM BACK TO LAKE MARY WATER TREATMENT PLANT.
- PASSIVE RAIN WATER HARVESTING WILL BE IMPLEMENTED VIA NATIVE DROUGHT TOLERANT PLANTS.
- THERE ARE NO KNOWN NATURAL FEATURES OR DRAINAGE COURSES ON-SITE. THE MAJORITY OF ONSITE FLOWS ARE SHEET FLOW OR SHALLOW CONCENTRATED FLOW IN THE EXISTING UNDEVELOPED CONDITION.
- THE PROPOSED DRAINAGE PLAN WILL TREAT ROOF FLOWS VIA SMALL BIO RETENTION BASINS THROUGHOUT THE SITE. THE OFF-SITE FLOWS WILL BE CAPTURED VIA STORMWATER INLETS LOCATED NEAR FRONTIER AVENUE. THE OFFSITE AND TREATED FLOWS WILL BE CARRIED TO A DETENTION BASIN AT THE NORTHERN CORNER OF THE SITE. THIS BASIN WILL DISCHARGE SIMILAR TO THE HISTORIC CONDITION VIA OUTLET STRUCTURE AND STILLING BASIN.
- A STORMWATER IMPACT ANALYSIS WILL BE PROVIDED TO THE CITY OF FLAGSTAFF PRIOR TO SITE PLAN SUBMITTAL.

CD&E ENGINEERING • SURVEY

CIVIL DESIGN & ENGINEERING, INC.
PHONE (602) 438-2700
PHOENIX, ARIZONA 85022
14001 N. 7th St. Suite C-106

P.O. BOX 30835
PHONE (928) 522-9287
FLAGSTAFF, ARIZONA 86001-0810

CONCEPT STORMWATER AND UTILITY PLAN
ATLANTIC DEVELOPMENT & INVESTMENTS, LLC.
ASSESSOR'S PARCEL NUMBER 115-03-001A
4631 S. LAKE MARY ROAD
FLAGSTAFF, AZ 86005

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

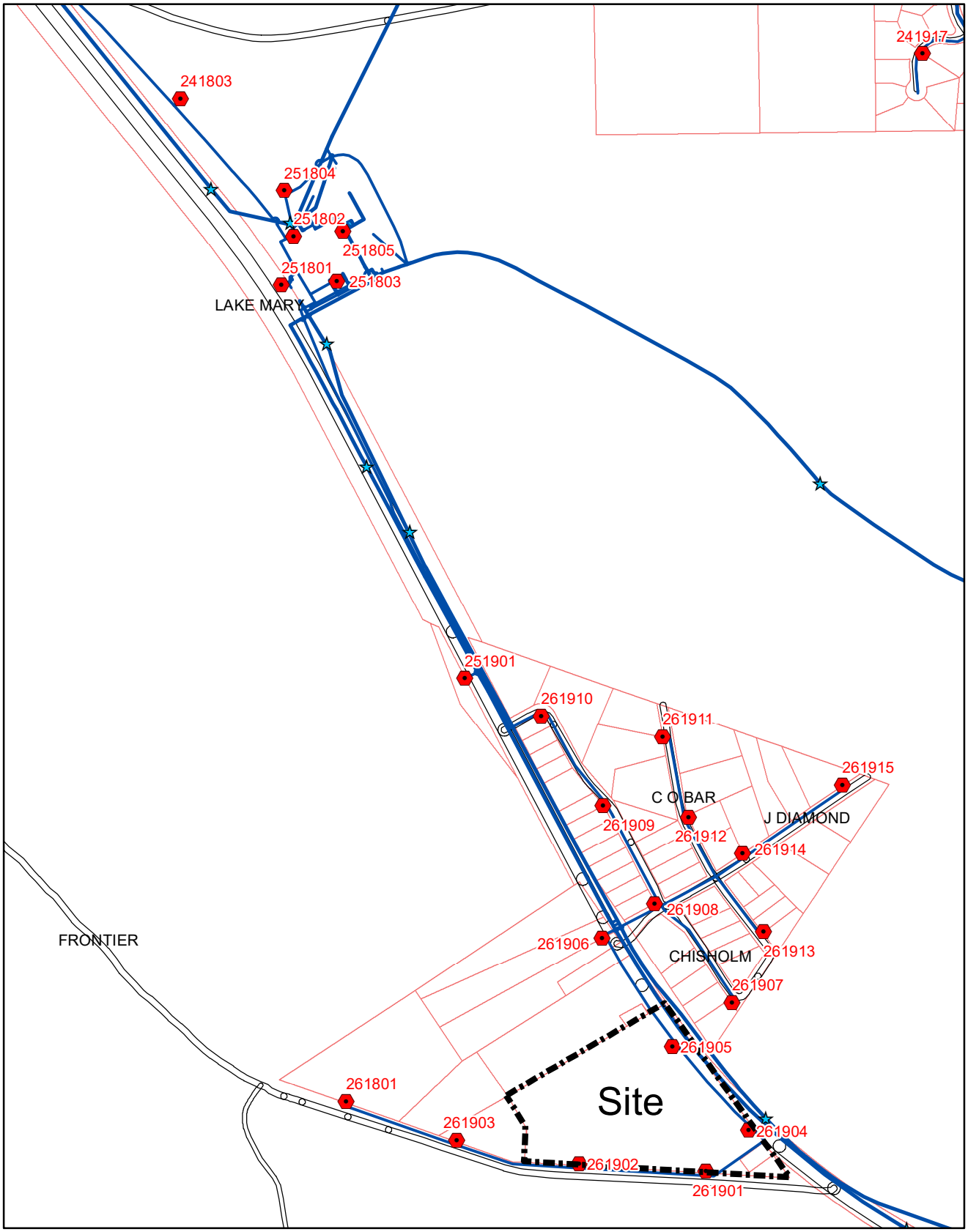
Contact Arizona 811 at least two full working days before you begin excavation
Arizona811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

project:	LAKE MARY 14ac
proj. #:	21-037
drawing name:	SITE PLAN.dwg
drawn by:	RM
reviewed by:	RM
date:	6/14/22
review #:	

revisions:

EXHIBIT 1

City of Flagstaff - Utilities Department

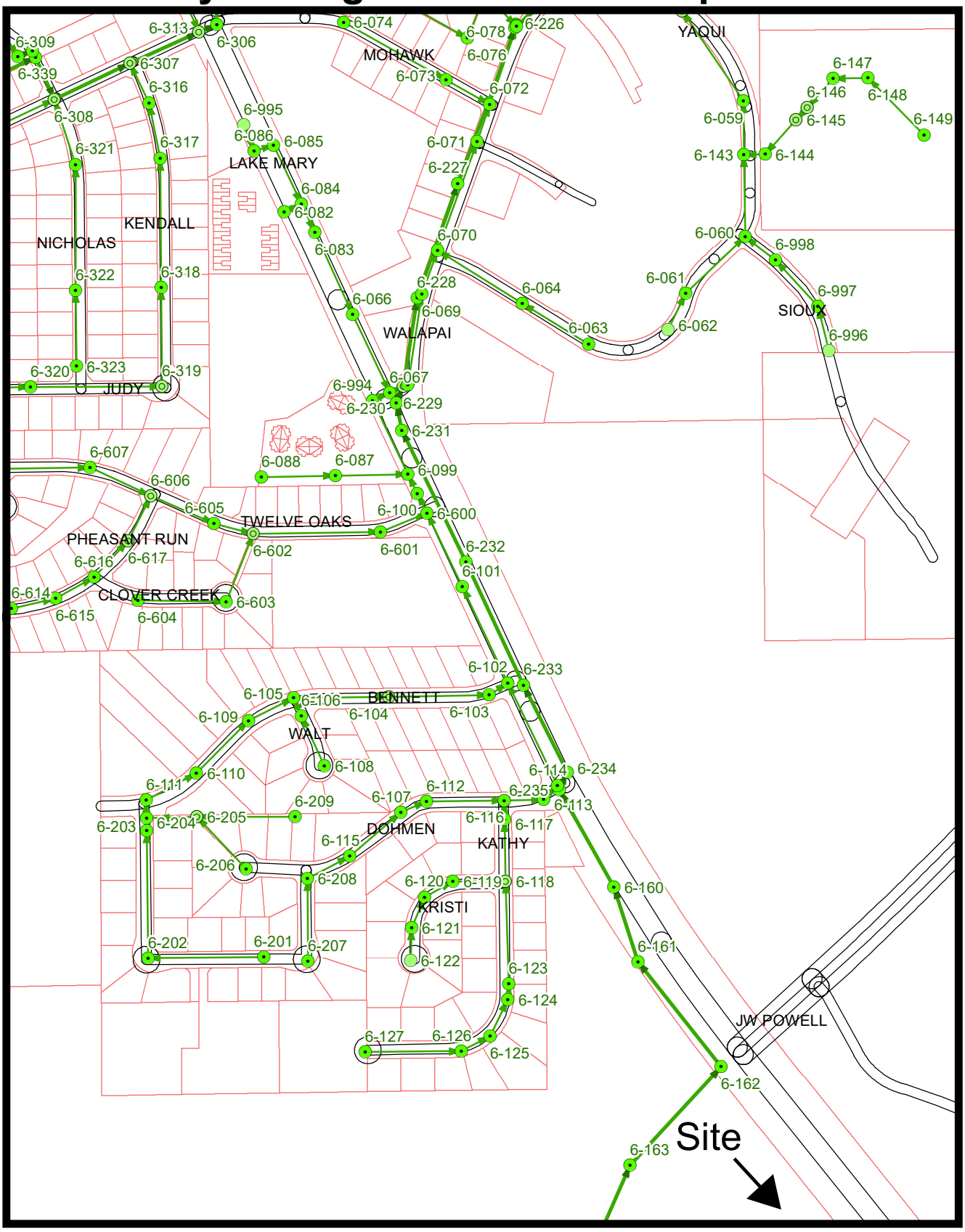


0 285 570 1,140

Feet

Exhibit 2 - GIS Water Map

City of Flagstaff - Utilities Department



0 125 250 500

Feet

Exhibit 3 - GIS Sewer Map

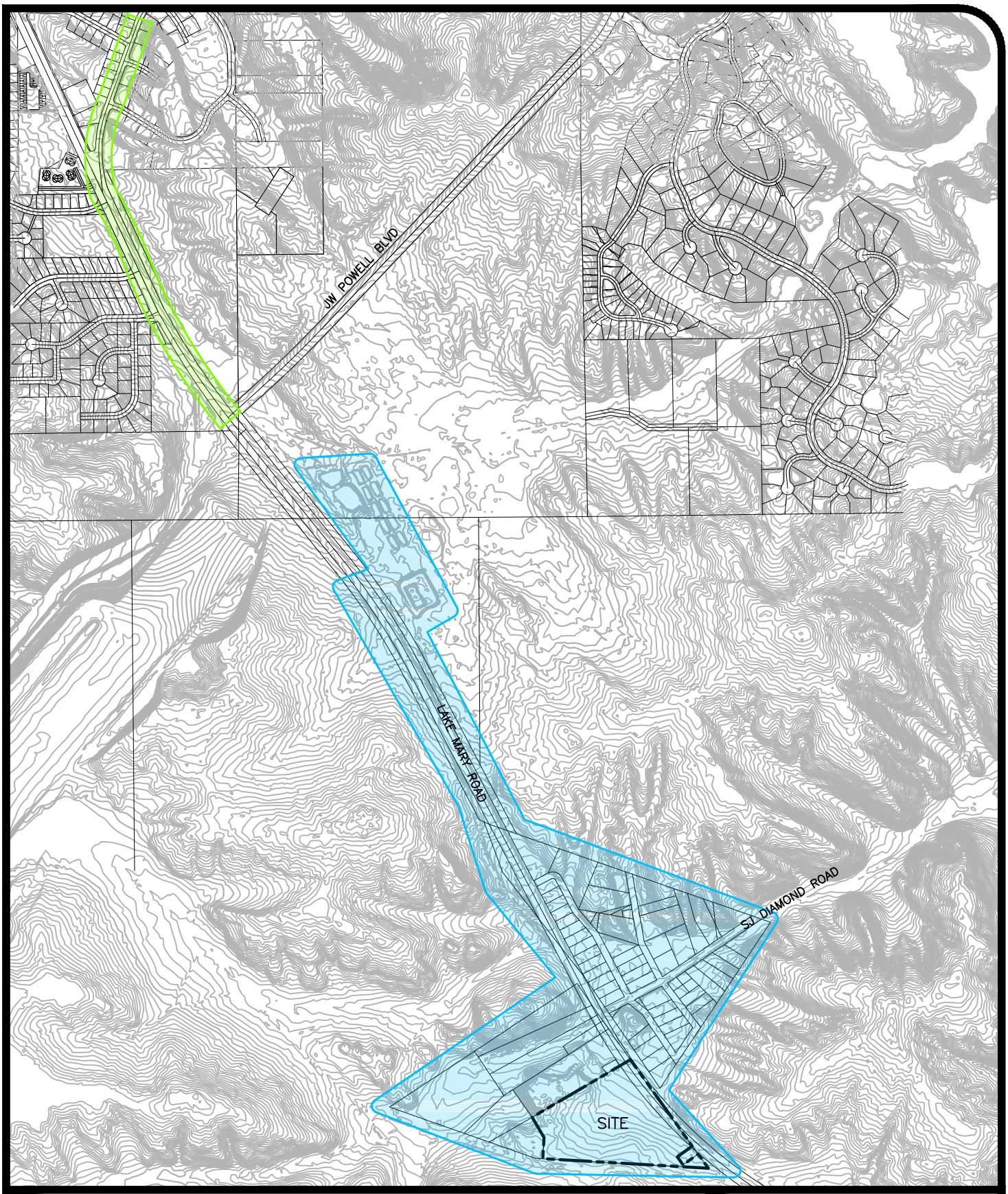


EXHIBIT 4 – ANALYSIS AREA

SCALE: 1" = 1000'

0 500 1000 2000 3000

N

WATERGEMS ANALYSIS AREA

SEWERCAD ANALYSIS AREA

CD&E

ENGINEERING ▪ SURVEY

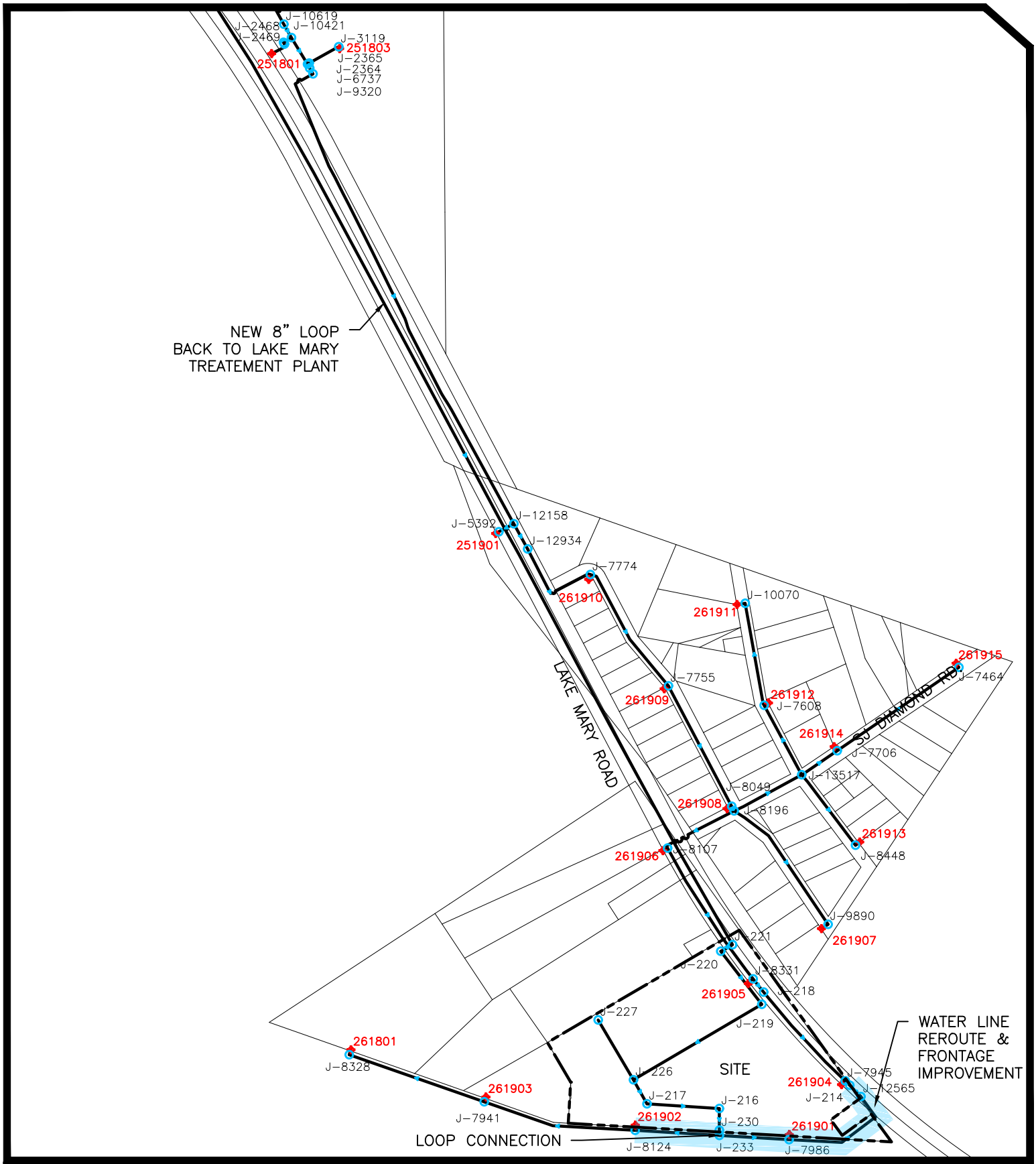


EXHIBIT 5 – WaterGEMS Analysis

SCALE: 1" = 500'

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CD&E

ENGINEERING ▪ SURVEY

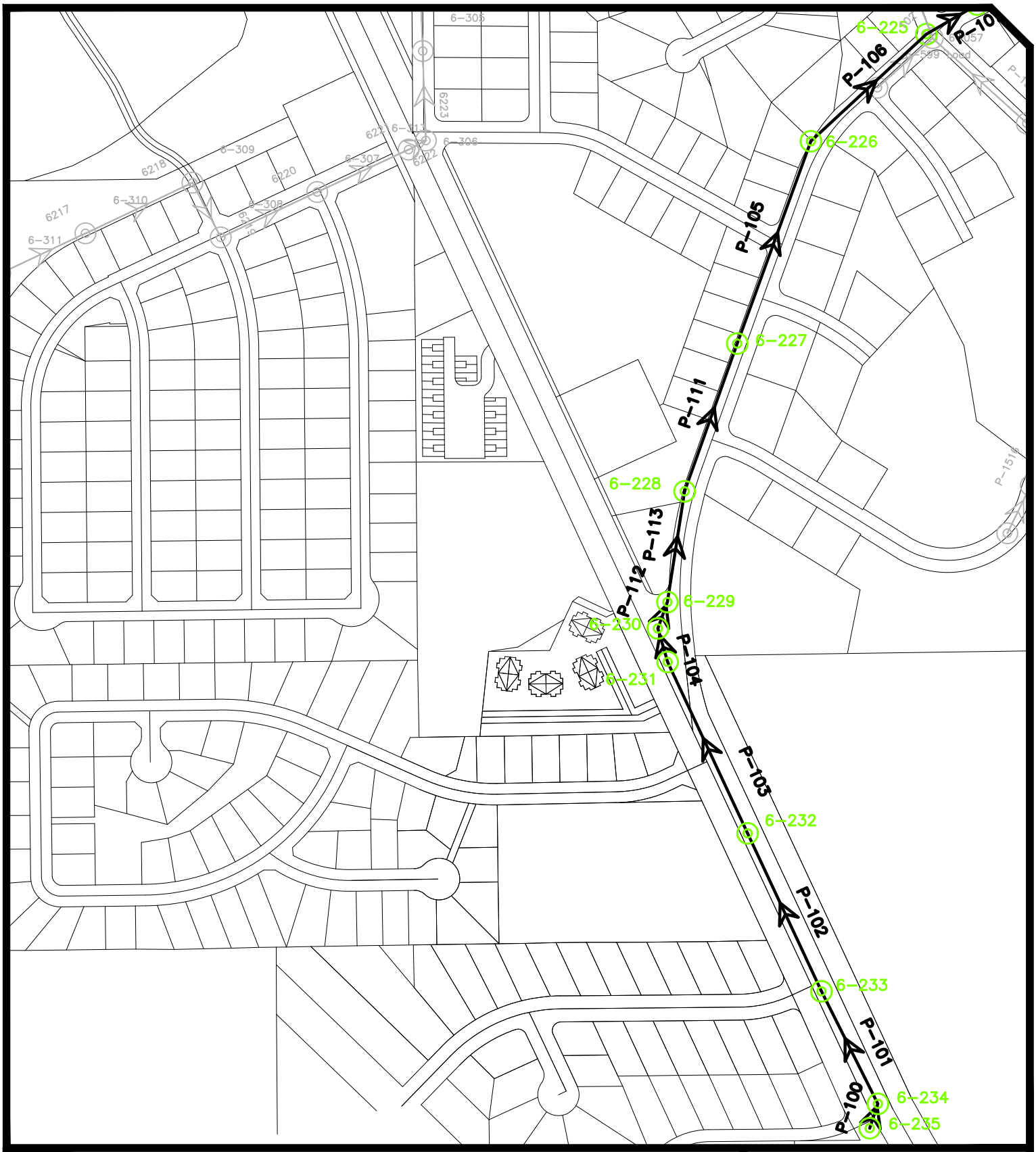

EXHIBIT 6 – SewerCAD Analysis

SCALE: 1" = 300'

0 150 300 600 900

N

CD&E

ENGINEERING ▪ SURVEY

Lake Mary Housing

Peak Day Domestic Flows and Pressures

Label	Elevation (ft)	Zone	Demand (gal/min)	Pressure (psi)	Hydraulic Grade (ft)
J-230	6977.90	B	0.00	67.53	7133.97
J-8124	6974.15	B	0.07	69.15	7133.97
J-227	6972.81	B	0.00	69.74	7134.00
J-233	6971.34	B	0.00	70.36	7133.97
J-216	6970.00	B	0.00	70.95	7133.98
J-217	6970.00	B	0.00	70.95	7134.00
J-7986	6968.99	B	0.00	71.37	7133.96
J-7941	6966.45	B	0.22	72.48	7133.97
J-9320	6966.45	B	0.00	72.63	7134.32
J-226	6962.88	B	0.00	74.04	7134.00
J-5392	6959.51	B	0.28	75.55	7134.14
J-12565	6957.57	B	0.36	76.30	7133.93
J-223	6957.43	B	0.00	76.53	7134.33
J-214	6956.94	B	87.67	76.57	7133.93
J-7945	6956.30	B	0.00	76.85	7133.93
J-12158	6955.78	B	0.00	77.17	7134.14
J-222	6955.00	B	0.00	77.59	7134.32
J-220	6953.00	B	0.00	78.33	7134.05
J-221	6953.00	B	0.00	78.34	7134.06
J-219	6952.73	B	0.00	78.44	7134.04
J-8328	6952.61	B	3.59	78.47	7133.97
J-12934	6952.49	B	0.59	78.59	7134.13
J-218	6950.78	B	0.00	79.25	7133.96
J-8331	6950.00	B	0.00	79.59	7133.96
J-7774	6947.82	B	0.62	80.59	7134.10
J-9890	6945.62	B	0.27	81.51	7134.02
J-8448	6942.96	B	0.72	82.66	7134.02
J-8107	6940.00	B	0.99	83.93	7134.00
J-10070	6939.31	B	0.10	84.24	7134.02
J-7755	6937.42	B	1.87	85.08	7134.06
J-8196	6935.05	B	0.00	86.08	7134.02
J-8049	6935.00	B	0.40	86.11	7134.02
J-13517	6934.39	B	0.52	86.37	7134.02
J-7608	6932.88	B	0.28	87.02	7134.02
J-7706	6932.00	B	1.20	87.40	7134.02
J-7464	6929.48	B	0.05	88.49	7134.02

Lake Mary Housing
Surrounding Area Fire Flow Report

Label	Zone	Fire Flow Iterations	Is Fire Flow Run Balanced?	Satisfies Fire Flow Constraints?	Fire Flow (Needed) (gal/min)	Fire Flow (Available) (gal/min)	Pressure (Calculated Residual) (psi)	Junction w/ Minimum Pressure (System)
251901	B	4	TRUE	TRUE	1000.00	2137.11	20.00	J-5392
261801	B	3	TRUE	FALSE	1000.00	902.66	20.01	J-8328
261901	B	5	TRUE	TRUE	1000.00	1874.27	20.00	J-230
261902	B	5	TRUE	TRUE	1000.00	1719.99	20.00	J-8124
261903	B	3	TRUE	TRUE	1000.00	1078.01	20.01	J-7941
261904	B	4	TRUE	TRUE	1000.00	1948.08	20.02	J-230
261905	B	4	TRUE	TRUE	1000.00	1965.37	20.00	J-230
261906	B	4	TRUE	TRUE	1000.00	2083.16	20.00	J-8107
261907	B	4	TRUE	TRUE	1000.00	1211.74	20.00	J-9890
261908	B	7	TRUE	TRUE	1000.00	2127.23	20.82	261907
261909	B	5	TRUE	TRUE	1000.00	2177.88	20.00	J-7755
261910	B	5	TRUE	TRUE	1000.00	2178.60	20.00	J-7774
261911	B	4	TRUE	TRUE	1000.00	1115.08	20.00	J-10070
261912	B	6	TRUE	TRUE	1000.00	1439.01	21.58	261911
261913	B	4	TRUE	TRUE	1000.00	1350.66	20.01	J-8448
261914	B	3	TRUE	TRUE	1000.00	1638.19	20.01	J-7706
261915	B	4	TRUE	TRUE	1000.00	1146.60	20.00	J-7464
J-214	B	7	TRUE	TRUE	1000.00	1953.32	22.41	J-230
J-216	B	7	TRUE	TRUE	1000.00	1873.58	23.01	J-230
J-217	B	7	TRUE	TRUE	1000.00	1916.07	22.05	J-230
J-218	B	4	TRUE	TRUE	1000.00	2045.16	20.02	J-230
J-219	B	7	TRUE	TRUE	1000.00	2032.45	27.21	J-230
J-220	B	22	TRUE	TRUE	1000.00	2082.09	26.23	J-230
J-221	B	6	TRUE	TRUE	1000.00	2094.82	26.04	J-230
J-222	B	4	TRUE	TRUE	1000.00	3500.00	66.90	181701
J-223	B	4	TRUE	TRUE	1000.00	3500.00	67.17	181701
J-226	B	6	TRUE	TRUE	1000.00	1932.58	24.76	J-230
J-227	B	4	TRUE	TRUE	1000.00	1796.82	20.00	J-230
J-230	B	5	TRUE	TRUE	1000.00	1856.49	20.00	J-8124
J-233	B	6	TRUE	TRUE	1000.00	1857.59	22.74	J-230
J-5392	B	4	TRUE	TRUE	1000.00	2185.88	20.02	251901
J-7464	B	21	TRUE	TRUE	1000.00	1156.34	20.33	261915
J-7608	B	5	TRUE	TRUE	1000.00	1439.01	23.05	261911
J-7706	B	3	TRUE	TRUE	1000.00	1666.66	20.02	261914
J-7755	B	6	TRUE	TRUE	1000.00	2250.52	20.02	261909
J-7774	B	5	TRUE	TRUE	1000.00	2249.89	20.00	261910
J-7941	B	3	TRUE	TRUE	1000.00	1086.67	20.00	261903
J-7945	B	22	TRUE	TRUE	1000.00	1957.58	22.43	J-230
J-7986	B	6	TRUE	TRUE	1000.00	1886.35	21.74	J-230
J-8049	B	6	TRUE	TRUE	1000.00	2127.43	24.47	261907
J-8107	B	4	TRUE	TRUE	1000.00	2150.02	20.02	261906

Lake Mary Housing
Surrounding Area Fire Flow Report

J-8124	B	5	TRUE	TRUE	1000.00	1762.34	20.00	261902
J-8196	B	6	TRUE	TRUE	1000.00	2122.09	24.66	261907
J-8328	B	4	TRUE	FALSE	1000.00	906.69	20.00	261801
J-8331	B	22	TRUE	TRUE	1000.00	2045.60	20.32	261905
J-8448	B	6	TRUE	TRUE	1000.00	1370.62	21.02	261913
J-9320	B	4	TRUE	TRUE	1000.00	3500.00	45.15	181701
J-9890	B	5	TRUE	TRUE	1000.00	1233.01	20.08	261907
J-10070	B	20	TRUE	TRUE	1000.00	1131.52	20.31	261911
J-12158	B	7	TRUE	TRUE	1000.00	2257.19	21.63	J-5392
J-12565	B	7	TRUE	TRUE	1000.00	1941.17	22.94	J-230
J-12934	B	6	TRUE	TRUE	1000.00	2283.81	20.49	J-5392
J-13517	B	6	TRUE	TRUE	1000.00	1907.72	24.73	261913

Lake Mary Housing
On-Site Fire Flow Report

Label	Zone	Fire Flow Iterations	Is Fire Flow Run Balanced?	Satisfies Fire Flow Constraints?	Fire Flow (Needed) (gal/min)	Fire Flow (Available) (gal/min)	Pressure (Calculated Residual) (psi)	Junction w/ Minimum Pressure (System)
J-214	B	5	TRUE	TRUE	1500.00	1952.97	22.41	J-230
J-216	B	6	TRUE	TRUE	1500.00	1873.56	23.01	J-230
J-217	B	22	TRUE	TRUE	1500.00	1915.62	22.05	J-230
J-219	B	8	TRUE	TRUE	1500.00	2032.44	27.21	J-230
J-220	B	8	TRUE	TRUE	1500.00	2082.14	26.24	J-230
J-221	B	11	TRUE	TRUE	1500.00	2095.29	26.02	J-230
J-226	B	5	TRUE	TRUE	1500.00	1932.92	24.77	J-230
J-227	B	3	TRUE	TRUE	1500.00	1796.42	20.01	J-230
J-230	B	3	TRUE	TRUE	1500.00	1855.95	20.01	J-8124

Lake Mary Housing
Gravity Sewer Pipe Report

Label	Dia. (in)	Material	Start Node	Invert (Start) (ft)	Stop Node	Invert (Stop) (ft)	Depth (Average End) / Rise (%)	Flow (gpd)	Capacity (Design) (gpd)
5816	24	PVC	6-210	6867.65	6-266	6864.5	24.7	1,897,017	22,539,024
5817	24	PVC	6-266	6864.5	6-265	6861.45	24.8	1,897,017	22,129,036
4793	24	PVC	6-238	6794.5	JMP House	6791.15	34.2	1,897,017	18,489,476
5818	24	PVC	6-265	6861.45	6-264	6856.55	25.5	1,897,017	19,489,869
5819	24	PVC	6-264	6856.55	6-263	6856.05	26.1	1,897,017	17,801,287
5820	24	PVC	6-263	6856.05	6-262	6853.05	25	1,897,017	21,429,324
5821	24	PVC	6-262	6853.05	6-261	6851.25	27.1	1,897,017	14,529,971
5822	24	PVC	6-261	6851.25	6-260	6850.02	27.7	1,897,017	13,331,726
5823	24	PVC	6-260	6850.02	6-259	6848.35	27.7	1,897,017	13,262,183
5824	24	PVC	6-259	6848.35	6-258	6844.05	26.1	1,897,017	17,418,192
5825	24	PVC	6-258	6844.05	6-257	6838.65	24.8	1,897,017	22,139,060
5826	24	PVC	6-257	6838.65	6-256	6833.05	24.9	1,897,017	22,078,716
5827	24	PVC	6-256	6833.05	6-255	6831.05	24.6	1,897,017	23,307,356
5828	24	PVC	6-255	6831.05	6-254	6824.75	23.8	1,897,017	27,681,900
5830	24	PVC	6-254	6824.75	6-253	6823.15	27.1	1,897,017	14,524,077
5831	24	PVC	6-253	6823.15	6-252	6821.32	26.8	1,897,017	15,504,688
5832	24	PVC	6-252	6821.32	6-251	6819.47	26.7	1,897,017	15,560,916
5833	24	PVC	6-251	6819.47	6-250	6817.75	26.6	1,897,017	15,957,805
5834	24	PVC	6-250	6817.75	6-249	6816.35	27.5	1,897,017	13,635,887
5835	24	PVC	6-249	6816.35	6-248	6814.75	27.5	1,897,017	13,811,553
5840	24	PVC	6-248	6814.75	6-247	6811.05	25.5	1,897,017	19,322,494
5841	24	PVC	6-247	6811.05	6-246	6810.55	27.1	1,897,017	14,663,890
5842	24	PVC	6-246	6810.55	6-245	6808.25	26.2	1,897,017	17,134,622
5843	24	PVC	6-245	6808.25	6-244	6804.95	26.4	1,897,017	16,367,442
5844	24	PVC	6-244	6804.95	6-243	6802.85	25.2	1,897,017	20,472,656
5845	24	PVC	6-243	6802.85	6-242	6797.65	31.3	1,897,017	19,579,765
5846	24	uctile Iron	6-242	6797.65	6-241	6796.55	33.3	1,897,017	8,164,296
5847	24	uctile Iron	6-241	6796.55	6-240	6795.74	33.6	1,897,017	7,730,821
5848	24	uctile Iron	6-240	6795.74	6-239	6795.15	31.7	1,897,017	7,836,824
4792	24	uctile Iron	6-239	6795.15	6-238	6794.5	25.2	1,897,017	21,899,783
5815	21	PVC	e Canyon	6868.78	6-210	6867.65	32.9	1,893,267	9,434,233
5813	21	PVC	cle Load	6871.25	6-211	6869.49	28.7	1,513,792	10,335,311
5814	21	PVC	6-211	6869.49	ne Canyon	6868.78	33.5	1,513,792	9,480,338
112	21	PVC	6-217	6878.05	6-216	6877.78	27.6	1,410,666	10,803,105
113	21	PVC	6-216	6877.78	6-215	6877.05	29.6	1,410,666	7,886,574
5810	21	PVC	6-215	6877.05	6-214	6875.56	29.9	1,410,666	7,568,352
5811	21	PVC	6-214	6875.56	6-213	6873.32	28.5	1,410,666	9,210,002
5812	21	PVC	6-213	6873.32	nacle Load	6871.25	31	1,410,666	8,464,647
P-114	21	PVC	6-221	6885.45	6-220	6883.25	16.7	519,943	10,421,321
6230	21	PVC	6-220	6883.25	6-219	6881.05	17.5	519,943	8,634,141
6231	21	PVC	6-219	6881.05	6-218	6880.05	18.3	519,943	7,156,828
6233	21	PVC	6-218	6880.05	6-217	6878.05	24.4	519,943	10,332,481

Lake Mary Housing
Gravity Sewer Pipe Report

P-101	15	PVC	6-234	6911.45	6-233	6908.95	12	119,442	5,021,835
P-102	15	PVC	6-233	6908.95	6-232	6905.35	11.9	119,442	5,116,908
P-103	15	PVC	6-232	6905.35	6-231	6901.55	11.9	119,442	5,049,442
P-104	15	PVC	6-231	6901.55	6-230	6900.18	11.2	119,442	7,058,325
P-105	15	PVC	6-227	6893.65	6-226	6890.45	12.3	119,442	4,341,841
P-106	15	PVC	6-226	6890.45	6-225	6888.85	12.9	119,442	3,593,333
P-107	15	PVC	6-225	6888.85	6-224	6888.15	12.6	119,442	3,879,472
P-108	15	PVC	6-224	6888.15	6-223	6887.67	13.6	119,442	3,390,408
P-109	15	PVC	6-223	6887.67	6-222	6887.05	13.6	119,442	2,848,974
P-110	15	PVC	6-222	6887.05	6-221	6885.45	19.4	119,442	7,723,788
P-111	15	PVC	6-228	6896.55	6-227	6893.65	12	119,442	4,844,313
P-112	15	PVC	6-230	6900.18	6-229	6897.65	10.3	119,442	10,707,485
P-113	15	PVC	6-229	6897.65	6-228	6896.55	12.9	119,442	3,530,153
P-100	15	PVC	6-235	6912.5	6-234	6911.45	12.8	103,554	7,179,644

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Atlantic Development

Lake Mary Housing

III.3 Drainage Impact Analysis

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DRAINAGE IMPACT STATEMENT
LAKE MARY HOUSING PROJECT
LOCATED IN PORTIONS OF SECTION 3
T20N, R07E, G&SRM
COCONINO COUNTY, ARIZONA
APN: 115-03-001A

Date:
June 15th, 2022

Applicant:
Atlantic Developments
Mark Breen, Managing Partner
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FOR AGENCY
REVIEW ONLY

Prepared by:

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Drainage Impact Statement
Lake Mary Housing Project
Located in a Portion of Section 3
T20N, R07E, G&SRM
Coconino County, Arizona
APN: 115-03-001A

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B. **Post-Development On-site Watershed Delineation Map**
C. **Pre-Development On-site PondPack Report**
D. **Post-Development On-site PondPack Report**
E. **HydroCAD Chamber Wizard Retention Pond Estimation**

3. INTRODUCTION

The Lake Mary Housing Project is a proposed residential apartment complex. The project is proposing 202 dwelling units mixed between townhome style and traditional flats. The 14 acre parent parcel (Coconino County APN 115-03-001A) is located in a portion of Section 3, T20N, R07E, G&SRM. The parcel address is 4631 S. Lake Mary Road in Flagstaff, Arizona.

The site is currently a vacant meadow. The parcel is currently heavily vegetated with grass and weeds.

In the existing condition, all on-site drainage runs towards Lake Mary Road along the northeast property line. There is a swale that carries water northward until it flattens enough for the water to spill into the curb and gutter along Lake Mary Road. This is the ultimate discharge point for on-site flows.

In the developed condition, site drainage patterns will generally remain unaltered. The proposed buildings, sidewalks, parking areas, and drives will all flow generally northeast until a stormsewer system under the main drive directs water towards a detention pond located as close to the historical discharge point as possible. This pond will meter the post-developed flows to the pre-developed flowrate before the water is allowed into stilling basin which will mimic the pre-developed condition of water flowing over the curb into the gutter along Lake Mary Road.

The project site is located in a FEMA Flood Zone 'X,' or an area of low risk to inundation in the 100-year event.

4. OBJECTIVES AND PROCEDURES

The objective of this Drainage Impact Statement is to prove that the development will mitigate the peak flows and duration to pre-developed conditions.

This site contributes flow to a wash that is located along SJ Diamond Road. This wash eventually becomes Skunk Canyon and flows to a FEMA designated Zone 'A' approximately 3,500 feet northeast of the intersection of SJ Diamond Road and Lake Mary Road.

To mitigate the flow rate, the developed condition will utilize a detention pond to meter the post-development flow rates to pre-development conditions. To mitigate total runoff volume, the site will use retention to keep the difference between the pre-development hydrograph and the post-development hydrograph on site for 24-36 hours.

5. HYDROLOGY

The On-Site Watershed Delineations (**Appendix A & B**) show contributing areas and T'c paths for the existing and proposed conditions of the Lake Mary Housing Project. The site has a ridge running up the middle that divides the flows into a West Catchment and an East Catchment. They are shown on the exhibit in **Appendix 'A'**. For the purposes of proving feasibility in the preliminary drainage report, runoff curve numbers were derived from the TR-55 manual. Table

No. 1 below shows the curve numbers, times of concentration, and peak flows for each catchment that contributes water to the Lake Mary Road curb and gutter.
Please refer to **Table No. 1** for a complete tabulation of how runoff coefficients were input.

Table 1: Pre-Developed On-Site Catchment Information

Pre-Developed On-Site Catchment Information				
Basin ID	Total Area	CN	T'c	Peak Flow (Q)
West Catchment	8.266 Acres	85 (Arid and Herbaceous, Type 'D' Soil)	0.675 Hrs	16.99 cfs
East Catchment	4.688 Acres	85 (Arid and Herbaceous, Type 'D' Soil)	0.616 Hrs	10.36 cfs

Due to the different T'c values the total peak flow is 27.35 cfs during the 100-year 24-hour rainfall event. This event has a total hydrograph volume of 138,235 cu.ft.

In the developed condition, the site has two catchments. One is the majority of the impervious surfaces which will flow to the previously mentioned stormsewer system which is directed to the detention pond. The second catchment is the area along the frontage which flows unmitigated to the curb and gutter in Lake Mary Road. Both of the catchments are shown on the exhibit in **Appendix 'B'**. For the purposes of proving feasibility in the preliminary drainage report, runoff curve numbers were derived from the TR-55 manual. Table No. 2 below shows the curve numbers, times of concentration, and peak flows for each catchment that contributes water to the Lake Mary Road curb and gutter.

Please refer to **Table No. 2** for a complete tabulation of how runoff coefficients were input.

Table 2: Post-Developed On-Site Catchment Information

Post-Developed On-Site Catchment Information				
Basin ID	Total Area	CN	T'c	Peak Flow (Q)
Frontage Catchment	5.234 Acres	89.09 (Composite with Impervious and Landscaped Areas)	0.257 Hrs	4.83 cfs
East Catchment	11.780 Acres	92.60 (Composite with Impervious and Landscaped Areas)	0.178 Hrs	55.66 cfs

Due to the different T'c values the total peak flow is 60.17 cfs during the 100-year 24-hour rainfall event. This event has a total hydrograph volume of 173,945 cu.ft.

6. RUNOFF VOLUME MITIGATION

The peak flow mitigation is discussed in the Preliminary Drainage Report that accompanies this submittal. The site will also comply with the rest of the City of Flagstaff Stormwater Management Design Manual. This includes LID or Low Impact Development. Per the LID Standards, the developed condition must provide retention for 1" over all of the impervious surfaces. The total

area of impervious surfaces is 341,918 sf. Therefore, the required retention volume for the site is 28,493 cu.ft.

The difference between total runoff volume for the pre-developed condition and the post-developed condition is 35,715 cu.ft. By increasing the retention on site to a minimum of 35,715 cu.ft., the site mitigates the increase in runoff volume and complies with the LID Standards.

The current preliminary design for the site includes approximately 36,616 cu.ft. of retention volume on-site. This is done with underground polyethylene chambers that will be located under the detention pond.

7. SUMMARY AND CONCLUSIONS

The Lake Mary Housing Project will use on-site detention and retention to reduce the flowrate and runoff volume for the 100-yr 24-hr storm event to the pre-developed condition.

The detention necessary to reduce the flowrate to the pre-developed condition is discussed in the Preliminary Drainage Report included with this report.

The retention necessary to reduce the runoff volume is 35,715 cu.ft. The retention designed on-site will reduce the runoff volume by 36,616 cu.ft.

This negates the impact of the development to downstream stormwater appurtenances.

8. REFERENCES

Publications

On-Site Topographic Survey Provided by Arizona Surveying, Inc., 2021

Geotechnical Evaluation Report Provided by Western Technologies, Inc., 2022

City of Flagstaff Stormwater Management Design Manual. 03-2009

Software

Bentley Pondpack V8i

APPENDIX A

CD&E

ENGINEERING · SURVEY

WEST CATCHMENT:

AREA: 360,062 SF = 8.266 ACRES
CURVE NUMBER: 85 (HERBACEOUS – GOOD COVER – 'D' SOILS
T'_c: 0.675 hrs = 40.5 min

SHEET FLOW
$T_t=(0.007(nL)^{0.8})/(2^{0.5}S^{0.4})$
n=0.24 (DENSE GRASS)
L=300'
S=3.1%
T_t=0.608 hrs

SHALLOW CONCENTRATED FLOW
$V=16.1345(S^{0.5})$
S=3.1%
V=2.84 ft/s
T_t=688'/2.84ft/s
T_t=0.067 hrs

EAST CATCHMENT:

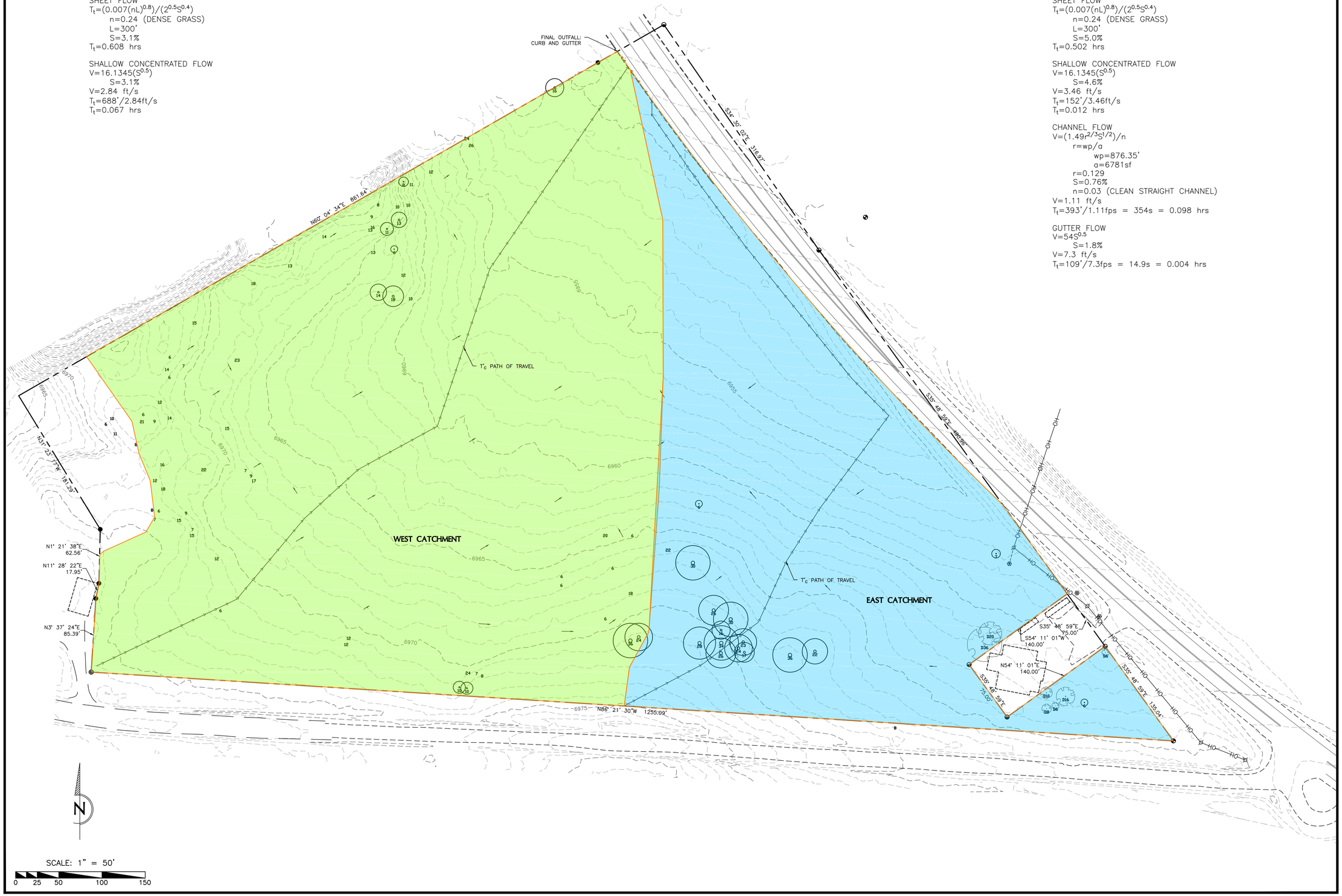
AREA: 204,224 SF = 4.688 ACRES
CURVE NUMBER: 85 (HERBACEOUS – GOOD COVER – 'D' SOILS
T'_c: 0.616 hrs = 37.0 min

SHEET FLOW
$T_t=(0.007(nL)^{0.8})/(2^{0.5}S^{0.4})$
n=0.24 (DENSE GRASS)
L=300'
S=5.0%
T_t=0.502 hrs

SHALLOW CONCENTRATED FLOW
$V=16.1345(S^{0.5})$
S=4.6%
V=3.46 ft/s
T_t=152'/3.46ft/s
T_t=0.012 hrs

CHANNEL FLOW
$V=(1.49r^{2/3}S^{1/2})/n$
r=wp/a
wp=876.35'
a=6781sf
r=0.129
S=0.76%
n=0.03 (CLEAN STRAIGHT CHANNEL)
V=1.11 ft/s
T_t=393'/1.11fps = 354s = 0.098 hrs

GUTTER FLOW
$V=54S^{0.5}$
S=1.8%
V=7.3 ft/s
T_t=109'/7.3fps = 14.9s = 0.004 hrs



N

SCALE: 1" = 50'

0 25 50 100 150

C&E ENGINEERING • SURVEY

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PHONE (928) 522-9287
FLAGSTAFF, ARIZONA 86001-0810

PRE-DEVELOPMENT ON-SITE DRAINAGE MAP
ATLANTIC DEVELOPMENT & INVESTMENTS, LLC.
ASSESSOR'S PARCEL NUMBER 115-03-001A
4631 S. LAKE MARY ROAD
FLAGSTAFF, AZ 86005

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

project:	LAKE MARY 14ac
proj. #:	21-037
drawing name:	SITE PLAN.dwg
drawn by:	RM
reviewed by:	RM
date:	6/14/22
review #:	

revisions:

EXHIBIT A

APPENDIX B

CD&E

ENGINEERING · SURVEY

LARGE CATCHMENT:

AREA: 513,135 SF = 11.780 ACRES

CURVE NUMBER: 92.597
IMPERVIOUS AREAS (CN=98): 315,094 sf
LANDSCAPED AREAS (CN=84): 198,041 sf

T'_C: 0.178 hrs = 10.68 min
SHEET FLOW
$T_t=(0.007(nL)^{0.8})/(2^{0.5}S^{0.4})$
n=0.17 (CULTIVATED SOILS – LANDSCAPING)
L=100'
S=4.6%
T_t=0.163 hrs

SHALLOW CONCENTRATED FLOW
$V=16.1345(S^{0.5})$
S=4.6%
V=3.46 ft/s
T_t=89'/3.46ft/s
T_t=0.007 hrs

CHANNEL FLOW
$V=(1.49r^{2/3}s^{1/2})/n$
r=WP/A
WP=200.04'
A=200 sf
r=1.0002
S=1.5%
n=0.011 (CONCRETE VALLEY GUTTER)
V=16.59 ft/s
T_T=454'/16.59ft/s = 27.36 s = 0.008 hrs

FRONTAGE CATCHMENT:

AREA: 53,770 SF = 1.234 ACRES
CURVE NUMBER: 89.093
IMPERVIOUS AREAS (98): 19,559 sf
LANDSCAPED AREAS (84): 34,211 sf
T'_C: 0.226 hrs = 13.56 min
SHEET FLOW
$T_t=(0.007(nL)^{0.8})/(2^{0.5}S^{0.4})$
n=0.17 (CULTIVATED SOILS, LANDSCAPED)
L=100'
S=3.0%
T_t=0.194 hrs

CHANNEL FLOW
$V=(1.49\ r^{2/3}\ s^{1/2})/n$
r=0.488 ft
s=0.77%
n=0.03
V=2.7 fps
T_t=477'/2.7fps = 177s = 0.049 hrs

GUTTER FLOW
$V=54S^{0.5}$
S=1.7%
V=7.2 ft/s
T_t=352'/7.2fps = 48.89s = 0.014 hrs

POND ESTIMATED STORAGE

POST DEVELOPMENT INFLOW = 60.17 cfs
PRE DEVELOPMENT OUTFLOW= 27.35 cfs

CURVILINEAR VOLUME ESTIMATE = 60,965 cu.ft.

ESTIMATED POND VOLUME = 66,773 cu.ft.

CD&E ENGINEERING • SURVEY

CIVIL DESIGN & ENGINEERING, INC.
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POST-DEVELOPMENT ON-SITE DRAINAGE MAP
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ASSESSOR'S PARCEL NUMBER 115-03-001A
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Contact Arizona 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com

project:	LAKE MARY 14ac
proj. #:	21-037
drawing name:	SITE PLAN.dwg
drawn by:	RM
reviewed by:	RM
date:	6/14/22
review #:	

revisions:

APPENDIX B

APPENDIX C

CD&E

ENGINEERING · SURVEY

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Subsection: Master Network Summary

Catchments Summary

Label	Scenario	Return Event (years)	Hydrograph Volume (ft^3)	Time to Peak (hours)	Peak Flow (ft^3/s)
WEST CATCHMENT	Pre-Development 2-YEAR	2	21,868.000	12.330	4.08
WEST CATCHMENT	Pre-Development 10-YEAR	10	44,218.000	12.330	8.50
WEST CATCHMENT	Pre-Development 100-YEAR	100	88,184.000	12.240	16.99
EAST CATCHMENT	Pre-Development 2-YEAR	2	12,415.000	12.240	2.46
EAST CATCHMENT	Pre-Development 10-YEAR	10	25,100.000	12.240	5.17
EAST CATCHMENT	Pre-Development 100-YEAR	100	50,051.000	12.240	10.36

Node Summary

Label	Scenario	Return Event (years)	Hydrograph Volume (ft^3)	Time to Peak (hours)	Peak Flow (ft^3/s)
LAKE MARY C&G	Pre-Development 2-YEAR	2	34,282.000	12.320	6.49
LAKE MARY C&G	Pre-Development 10-YEAR	10	69,317.000	12.240	13.59
LAKE MARY C&G	Pre-Development 100-YEAR	100	138,235.000	12.240	27.35

Subsection: Runoff CN-Area
Label: EAST CATCHMENT

Return Event: 100 years
Storm Event: 100-YR-NOAA

Runoff Curve Number Data

Soil/Surface Description	CN	Area (acres)	C (%)	UC (%)	Adjusted CN
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	(N/A)	(N/A)	(N/A)	(N/A)

Subsection: Runoff CN-Area
Label: WEST CATCHMENT

Return Event: 100 years
Storm Event: 100-YR-NOAA

Runoff Curve Number Data

Soil/Surface Description	CN	Area (acres)	C (%)	UC (%)	Adjusted CN
COMPOSITE AREA & WEIGHTED CN --->	(N/A)	(N/A)	(N/A)	(N/A)	(N/A)

Storm Event	2-YR-NOAA
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	0.616 hours
Area (User Defined)	4.688 acres

Computational Time Increment	0.082 hours
Time to Peak (Computed)	12.238 hours
Flow (Peak, Computed)	2.46 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	12.240 hours
Flow (Peak Interpolated Output)	2.46 ft³/s

Drainage Area	
SCS CN (Composite)	85.00000
Area (User Defined)	4.688 acres
Maximum Retention (Pervious)	1.8 in
Maximum Retention (Pervious, 20 percent)	0.4 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	0.7 in
Runoff Volume (Pervious)	12,542.685 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	12,415.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.616 hours
Computational Time Increment	0.082 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670
Unit peak, qp	8.62 ft³/s
Unit peak time, Tp	0.411 hours

SCS Unit Hydrograph Parameters	
Unit receding limb, Tr	1.643 hours
Total unit time, Tb	2.053 hours

Storm Event	10-YR-NOAA
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	0.616 hours
Area (User Defined)	4.688 acres

Computational Time Increment	0.082 hours
Time to Peak (Computed)	12.238 hours
Flow (Peak, Computed)	5.17 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	12.240 hours
Flow (Peak Interpolated Output)	5.17 ft³/s

Drainage Area	
SCS CN (Composite)	85.00000
Area (User Defined)	4.688 acres
Maximum Retention (Pervious)	1.8 in
Maximum Retention (Pervious, 20 percent)	0.4 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.5 in
Runoff Volume (Pervious)	25,321.464 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	25,100.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.616 hours
Computational Time Increment	0.082 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670
Unit peak, qp	8.62 ft³/s
Unit peak time, Tp	0.411 hours

SCS Unit Hydrograph Parameters	
Unit receding limb, Tr	1.643 hours
Total unit time, Tb	2.053 hours

Storm Event	100-YR-NOAA
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	0.616 hours
Area (User Defined)	4.688 acres

Computational Time Increment	0.082 hours
Time to Peak (Computed)	12.238 hours
Flow (Peak, Computed)	10.37 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	12.240 hours
Flow (Peak Interpolated Output)	10.36 ft³/s

Drainage Area	
SCS CN (Composite)	85.00000
Area (User Defined)	4.688 acres
Maximum Retention (Pervious)	1.8 in
Maximum Retention (Pervious, 20 percent)	0.4 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	3.0 in
Runoff Volume (Pervious)	50,436.938 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	50,051.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.616 hours
Computational Time Increment	0.082 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670
Unit peak, qp	8.62 ft³/s
Unit peak time, Tp	0.411 hours

SCS Unit Hydrograph Parameters	
Unit receding limb, Tr	1.643 hours
Total unit time, Tb	2.053 hours

Storm Event	2-YR-NOAA
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	0.675 hours
Area (User Defined)	8.266 acres

Computational Time Increment	0.090 hours
Time to Peak (Computed)	12.330 hours
Flow (Peak, Computed)	4.08 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	12.330 hours
Flow (Peak Interpolated Output)	4.08 ft³/s

Drainage Area	
SCS CN (Composite)	85.00000
Area (User Defined)	8.266 acres
Maximum Retention (Pervious)	1.8 in
Maximum Retention (Pervious, 20 percent)	0.4 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	0.7 in
Runoff Volume (Pervious)	22,115.565 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	21,868.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.675 hours
Computational Time Increment	0.090 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670
Unit peak, qp	13.88 ft³/s
Unit peak time, Tp	0.450 hours

SCS Unit Hydrograph Parameters	
Unit receding limb, Tr	1.800 hours
Total unit time, Tb	2.250 hours

Storm Event	10-YR-NOAA
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	0.675 hours
Area (User Defined)	8.266 acres

Computational Time Increment	0.090 hours
Time to Peak (Computed)	12.330 hours
Flow (Peak, Computed)	8.50 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	12.330 hours
Flow (Peak Interpolated Output)	8.50 ft³/s

Drainage Area	
SCS CN (Composite)	85.00000
Area (User Defined)	8.266 acres
Maximum Retention (Pervious)	1.8 in
Maximum Retention (Pervious, 20 percent)	0.4 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.5 in
Runoff Volume (Pervious)	44,647.467 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	44,218.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.675 hours
Computational Time Increment	0.090 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670
Unit peak, qp	13.88 ft³/s
Unit peak time, Tp	0.450 hours

SCS Unit Hydrograph Parameters	
Unit receding limb, Tr	1.800 hours
Total unit time, Tb	2.250 hours

Storm Event	100-YR-NOAA
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	0.675 hours
Area (User Defined)	8.266 acres

Computational Time Increment	0.090 hours
Time to Peak (Computed)	12.240 hours
Flow (Peak, Computed)	16.99 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	12.240 hours
Flow (Peak Interpolated Output)	16.99 ft³/s

Drainage Area	
SCS CN (Composite)	85.00000
Area (User Defined)	8.266 acres
Maximum Retention (Pervious)	1.8 in
Maximum Retention (Pervious, 20 percent)	0.4 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	3.0 in
Runoff Volume (Pervious)	88,931.682 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	88,184.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.675 hours
Computational Time Increment	0.090 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670
Unit peak, qp	13.88 ft³/s
Unit peak time, Tp	0.450 hours

SCS Unit Hydrograph Parameters	
Unit receding limb, Tr	1.800 hours
Total unit time, Tb	2.250 hours

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APPENDIX D

CD&E

ENGINEERING · SURVEY

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Post Development Pondpack Report

Subsection: Master Network Summary

Catchments Summary

Label	Scenario	Return Event (years)	Hydrograph Volume (ft^3)	Time to Peak (hours)	Peak Flow (ft^3/s)
FRONTAGE CATCHMENT	Post-Development 2-YEAR	2	4,321.000	12.060	1.43
FRONTAGE CATCHMENT	Post-Development 10-YEAR	10	8,036.000	12.030	2.64
FRONTAGE CATCHMENT	Post-Development 100-YEAR	100	15,018.000	12.030	4.83
LARGE CATCHMENT	Post-Development 2-YEAR	2	51,640.000	11.985	19.01
LARGE CATCHMENT	Post-Development 10-YEAR	10	89,711.000	11.985	32.38
LARGE CATCHMENT	Post-Development 100-YEAR	100	158,926.000	11.985	55.66

Node Summary

Label	Scenario	Return Event (years)	Hydrograph Volume (ft^3)	Time to Peak (hours)	Peak Flow (ft^3/s)
LAKE MARY C&G	Post-Development 2-YEAR	2	55,960.000	11.995	20.32
LAKE MARY C&G	Post-Development 10-YEAR	10	97,747.000	11.985	34.81
LAKE MARY C&G	Post-Development 100-YEAR	100	173,945.000	11.985	60.17

Post Development Pondpack Report

Subsection: Unit Hydrograph Equations

Unit Hydrograph Method (Computational Notes)

Definition of Terms

At	Total area (acres): At = Ai+Ap
Ai	Impervious area (acres)
Ap	Pervious area (acres)
CNi	Runoff curve number for impervious area
CNp	Runoff curve number for pervious area
fLoss	f loss constant infiltration (depth/time)
gKs	Saturated Hydraulic Conductivity (depth/time)
Md	Volumetric Moisture Deficit
Psi	Capillary Suction (length)
hK	Horton Infiltration Decay Rate (time^-1)
fo	Initial Infiltration Rate (depth/time)
fc	Ultimate(capacity)Infiltration Rate (depth/time)
Ia	Initial Abstraction (length)
dt	Computational increment (duration of unit excess rainfall) Default dt is smallest value of 0.1333Tc, rtm, and th (Smallest dt is then adjusted to match up with Tp)
UDdt	User specified override computational main time increment (only used if UDdt is => .1333Tc)
D(t)	Point on distribution curve (fraction of P) for time step t
K	2 / (1 + (Tr/Tp)): default K = 0.75: (for Tr/Tp = 1.67)
Ks	Hydrograph shape factor = Unit Conversions * K: = ((1hr/3600sec) * (1ft/12in) * ((5280ft)**2/sq.mi)) * K Default Ks = 645.333 * 0.75 = 484
Lag	Lag time from center of excess runoff (dt) to Tp: Lag = 0.6Tc
P	Total precipitation depth, inches
Pa(t)	Accumulated rainfall at time step t
Pi(t)	Incremental rainfall at time step t
qp	Peak discharge (cfs) for 1in. runoff, for 1hr, for 1 sq.mi. = (Ks * A * Q) / Tp (where Q = 1in. runoff, A=sq.mi.)
Qu(t)	Unit hydrograph ordinate (cfs) at time step t
Q(t)	Final hydrograph ordinate (cfs) at time step t
Rai(t)	Accumulated runoff (inches) at time step t for impervious area
Rap(t)	Accumulated runoff (inches) at time step t for pervious area
Rii(t)	Incremental runoff (inches) at time step t for impervious area
Rip(t)	Incremental runoff (inches) at time step t for pervious area
R(t)	Incremental weighted total runoff (inches)
Rtm	Time increment for rainfall table
Si	S for impervious area: Si = (1000/CNi) - 10
Sp	S for pervious area: Sp = (1000/CNp) - 10
t	Time step (row) number
Tc	Time of concentration
Tb	Time (hrs) of entire unit hydrograph: Tb = Tp + Tr
Tp	Time (hrs) to peak of a unit hydrograph: Tp = (dt/2) + Lag
Tr	Time (hrs) of receding limb of unit hydrograph: Tr = ratio of Tp

Post Development Pondpack Report

Subsection: Unit Hydrograph Equations

Unit Hydrograph Method
Computational Notes
Precipitation

Column (1)	Time for time step t
Column (2)	D(t) = Point on distribution curve for time step t
Column (3)	Pi(t) = Pa(t) - Pa(t-1): Col.(4) - Preceding Col.(4)
Column (4)	Pa(t) = D(t) x P: Col.(2) x P

Pervious Area Runoff (using SCS Runoff CN Method)

Column (5)	Rap(t) = Accumulated pervious runoff for time step t
	If (Pa(t) is <= 0.2Sp) then use: Rap(t) = 0.0
	If (Pa(t) is > 0.2Sp) then use:
	
	Rap(t) = (Col.(4)-0.2Sp)**2 / (Col.(4)+0.8Sp)

Column (6)	Rip(t) = Incremental pervious runoff for time step t Rip(t) = Rap(t) - Rap(t-1) Rip(t) = Col.(5) for current row - Col.(5) for preceding row.

Impervious Area Runoff

Column (7 & 8)...	Did not specify to use impervious areas.

Incremental Weighted Runoff

Column (9)	R(t) = (Ap/At) x Rip(t) + (Ai/At) x Rii(t) R(t) = (Ap/At) x Col.(6) + (Ai/At) x Col.(8)

SCS Unit Hydrograph Method

Column (10)	Q(t) is computed with the SCS unit hydrograph method using R(t) and Qu(t).

Post Development Pondpack Report

Subsection: Unit Hydrograph Summary
Label: FRONTAGE CATCHMENT

Return Event: 2 years
Storm Event: 2-YR-NOAA

Storm Event	2-YR-NOAA
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	0.257 hours
Area (User Defined)	53,770.000 ft²

Computational Time Increment	0.034 hours
Time to Peak (Computed)	12.062 hours
Flow (Peak, Computed)	1.43 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	12.060 hours
Flow (Peak Interpolated Output)	1.43 ft³/s

Drainage Area	
SCS CN (Composite)	89.09254
Area (User Defined)	53,770.000 ft²
Maximum Retention (Pervious)	1.2 in
Maximum Retention (Pervious, 20 percent)	0.2 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.0 in
Runoff Volume (Pervious)	4,336.610 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	4,321.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.257 hours
Computational Time Increment	0.034 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670

Post Development Pondpack Report

Subsection: Unit Hydrograph Summary
Label: FRONTAGE CATCHMENT

Return Event: 2 years
Storm Event: 2-YR-NOAA

SCS Unit Hydrograph Parameters	
Unit peak, qp	5.44 ft³/s
Unit peak time, Tp	0.171 hours
Unit receding limb, Tr	0.685 hours
Total unit time, Tb	0.857 hours

Post Development Pondpack Report

Subsection: Unit Hydrograph Summary
Label: FRONTAGE CATCHMENT

Return Event: 10 years
Storm Event: 10-YR-NOAA

Storm Event	10-YR-NOAA
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	0.257 hours
Area (User Defined)	53,770.000 ft²

Computational Time Increment	0.034 hours
Time to Peak (Computed)	12.028 hours
Flow (Peak, Computed)	2.64 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	12.030 hours
Flow (Peak Interpolated Output)	2.64 ft³/s

Drainage Area	
SCS CN (Composite)	89.09254
Area (User Defined)	53,770.000 ft²
Maximum Retention (Pervious)	1.2 in
Maximum Retention (Pervious, 20 percent)	0.2 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.8 in
Runoff Volume (Pervious)	8,062.029 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	8,036.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.257 hours
Computational Time Increment	0.034 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670

Post Development Pondpack Report

Subsection: Unit Hydrograph Summary
Label: FRONTAGE CATCHMENT

Return Event: 10 years
Storm Event: 10-YR-NOAA

SCS Unit Hydrograph Parameters	
Unit peak, qp	5.44 ft³/s
Unit peak time, Tp	0.171 hours
Unit receding limb, Tr	0.685 hours
Total unit time, Tb	0.857 hours

Post Development Pondpack Report

Subsection: Unit Hydrograph Summary
Label: FRONTAGE CATCHMENT

Return Event: 100 years
Storm Event: 100-YR-NOAA

Storm Event	100-YR-NOAA
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	0.257 hours
Area (User Defined)	53,770.000 ft²

Computational Time Increment	0.034 hours
Time to Peak (Computed)	12.028 hours
Flow (Peak, Computed)	4.83 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	12.030 hours
Flow (Peak Interpolated Output)	4.83 ft³/s

Drainage Area	
SCS CN (Composite)	89.09254
Area (User Defined)	53,770.000 ft²
Maximum Retention (Pervious)	1.2 in
Maximum Retention (Pervious, 20 percent)	0.2 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	3.4 in
Runoff Volume (Pervious)	15,062.059 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	15,018.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.257 hours
Computational Time Increment	0.034 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670

Post Development Pondpack Report

Subsection: Unit Hydrograph Summary
Label: FRONTAGE CATCHMENT

Return Event: 100 years
Storm Event: 100-YR-NOAA

SCS Unit Hydrograph Parameters	
Unit peak, qp	5.44 ft³/s
Unit peak time, Tp	0.171 hours
Unit receding limb, Tr	0.685 hours
Total unit time, Tb	0.857 hours

Storm Event	2-YR-NOAA
Return Event	2 years
Duration	24.000 hours
Depth	1.9 in
Time of Concentration (Composite)	0.178 hours
Area (User Defined)	513,135.000 ft²

Computational Time Increment	0.024 hours
Time to Peak (Computed)	11.985 hours
Flow (Peak, Computed)	19.02 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	11.985 hours
Flow (Peak Interpolated Output)	19.01 ft³/s

Drainage Area	
SCS CN (Composite)	92.59679
Area (User Defined)	513,135.000 ft²
Maximum Retention (Pervious)	0.8 in
Maximum Retention (Pervious, 20 percent)	0.2 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	1.2 in
Runoff Volume (Pervious)	51,754.792 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	51,640.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.178 hours
Computational Time Increment	0.024 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670

Post Development Pondpack Report

Subsection: Unit Hydrograph Summary
Label: LARGE CATCHMENT

Return Event: 2 years
Storm Event: 2-YR-NOAA

SCS Unit Hydrograph Parameters	
Unit peak, qp	74.98 ft³/s
Unit peak time, Tp	0.119 hours
Unit receding limb, Tr	0.475 hours
Total unit time, Tb	0.593 hours

Post Development Pondpack Report

Subsection: Unit Hydrograph Summary
Label: LARGE CATCHMENT

Return Event: 10 years
Storm Event: 10-YR-NOAA

Storm Event	10-YR-NOAA
Return Event	10 years
Duration	24.000 hours
Depth	2.9 in
Time of Concentration (Composite)	0.178 hours
Area (User Defined)	513,135.000 ft²

Computational Time Increment	0.024 hours
Time to Peak (Computed)	11.985 hours
Flow (Peak, Computed)	32.39 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	11.985 hours
Flow (Peak Interpolated Output)	32.38 ft³/s

Drainage Area	
SCS CN (Composite)	92.59679
Area (User Defined)	513,135.000 ft²
Maximum Retention (Pervious)	0.8 in
Maximum Retention (Pervious, 20 percent)	0.2 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	2.1 in
Runoff Volume (Pervious)	89,892.828 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	89,711.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.178 hours
Computational Time Increment	0.024 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670

Post Development Pondpack Report

Subsection: Unit Hydrograph Summary
Label: LARGE CATCHMENT

Return Event: 10 years
Storm Event: 10-YR-NOAA

SCS Unit Hydrograph Parameters	
Unit peak, qp	74.98 ft³/s
Unit peak time, Tp	0.119 hours
Unit receding limb, Tr	0.475 hours
Total unit time, Tb	0.593 hours

Storm Event	100-YR-NOAA
Return Event	100 years
Duration	24.000 hours
Depth	4.6 in
Time of Concentration (Composite)	0.178 hours
Area (User Defined)	513,135.000 ft²

Computational Time Increment	0.024 hours
Time to Peak (Computed)	11.985 hours
Flow (Peak, Computed)	55.67 ft³/s
Output Increment	0.005 hours
Time to Flow (Peak Interpolated Output)	11.985 hours
Flow (Peak Interpolated Output)	55.66 ft³/s

Drainage Area	
SCS CN (Composite)	92.59679
Area (User Defined)	513,135.000 ft²
Maximum Retention (Pervious)	0.8 in
Maximum Retention (Pervious, 20 percent)	0.2 in

Cumulative Runoff	
Cumulative Runoff Depth (Pervious)	3.7 in
Runoff Volume (Pervious)	159,222.520 ft³

Hydrograph Volume (Area under Hydrograph curve)	
Volume	158,926.000 ft³

SCS Unit Hydrograph Parameters	
Time of Concentration (Composite)	0.178 hours
Computational Time Increment	0.024 hours
Unit Hydrograph Shape Factor	483.43172
K Factor	0.74912
Receding/Rising, Tr/Tp	1.670

Post Development Pondpack Report

Subsection: Unit Hydrograph Summary
Label: LARGE CATCHMENT

Return Event: 100 years
Storm Event: 100-YR-NOAA

SCS Unit Hydrograph Parameters	
Unit peak, qp	74.98 ft³/s
Unit peak time, Tp	0.119 hours
Unit receding limb, Tr	0.475 hours
Total unit time, Tb	0.593 hours

Post Development Pondpack Report

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APPENDIX E

CD&E

ENGINEERING · SURVEY

Pond 1P: (new Pond) - Chamber Wizard Field A

Chamber Model = ADS_StormTech SC-740 +Cap (ADS StormTech® SC-740 with cap length)
Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf
Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap

51.0" Wide + 6.0" Spacing = 57.0" C-C Row Spacing

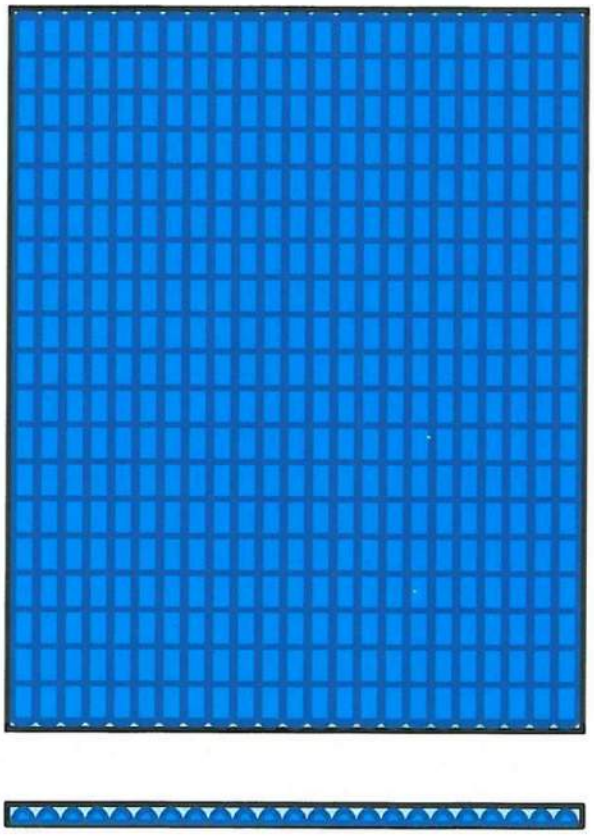
19 Chambers/Row x 7.12' Long +0.81' Cap Length x 2 = 136.90' Row Length +12.0" End Stone x 2 = 138.90' Base Length
23 Rows x 51.0" Wide + 6.0" Spacing x 22 + 12.0" Side Stone x 2 = 110.75' Base Width
6.0" Stone Base + 30.0" Chamber Height + 12.0" Stone Cover = 4.00' Field Height

437 Chambers x 45.9 cf = 20,075.8 cf Chamber Storage

61,531.2 cf Field - 20,075.8 cf Chambers = 41,455.4 cf Stone x 40.0% Voids = 16,582.2 cf Stone Storage

Chamber Storage + Stone Storage = 36,658.0 cf = 0.842 af
Overall Storage Efficiency = 59.6%
Overall System Size = 138.90' x 110.75' x 4.00'

437 Chambers
2,278.9 cy Field
1,535.4 cy Stone



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Atlantic Development

Lake Mary Housing

Traffic Impact Statement

Zoning Group

Nick Wood, Esq
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CivTech

TRAFFIC STATEMENT

December 2, 2021

Mark Breen
Atlantic Development
15957 North 81st Street #101
Scottsdale, Arizona 85260

c/o Ryan McCann, AICP
Urban Planner
Snell & Wilmer
One Arizona Center
400 East Van Buren Street, Suite 1900
Phoenix, Arizona 85004-2202

RE: TRAFFIC STATEMENT FOR LAKE MARY HOUSING NORTHWEST CORNER OF LAKE MARY ROAD AND FRONTIER ROAD – FLAGSTAFF, ARIZONA

Dear Mr. Breen:

Thank you for choosing CivTech Inc. to prepare this traffic statement for a new Multifamily Housing development (the "Project") located at the northwest corner of Lake Mary Road and Frontier Road in the City of Flagstaff, Arizona. The Project will be a new Multifamily Housing development consisting of approximately 202 dwelling units (DUs) total. The proposed Project is a mix of apartments (3 story building height) and townhomes (2 or 3 story building height) that all fall under the Institute of Transportation Engineers' (ITE) land use code of Multifamily Housing, with Multifamily Housing (Low-Rise) for buildings of two (2) stories or less and Multifamily Housing (Mid-Rise) for buildings of three (3) to 10 stories. A context map relating the subject property to the existing roadway network is presented in **Figure 1**.

Figure 1: Vicinity Map

PURPOSE OF TRAFFIC STATEMENT

A preliminary trip generation estimate for the Project indicated that the proposed 202 DUs are likely to generate approximately 81 trips per hour during the AM peak hour and approximately 99 trips per hour during the PM peak hour. The City of Flagstaff requires a Traffic Statement with the City of Flagstaff "Pre-Scope of Work Meeting Form" filled out for all projects, to be utilized as a guide during the traffic study scoping meeting. It is at this scoping meeting that the need for a Traffic Impact Analysis (TIA) will be determined. The City of Flagstaff typically requires a Traffic Impact

Analysis (TIA) Category 1 when there are greater than 99 and fewer than 501 site generated trips in the highest peak hour. The pre-scope of work meeting form has been included within **Attachment A**.

EXISTING CONDITIONS

EXISTING AND SURROUNDING LAND USE

The project site is currently undeveloped land, located within a small island of parcels surrounded by the Coconino National Forrest, in the City of Flagstaff, Arizona. Adjacent and west of the site are large lot residential homes, with a trailer park further west. To the northwest is a large industrial lot with a couple single family homes. On the north side of Lake Mary Road are single family homes.

SURROUNDING ROADWAY NETWORK AND INTERSECTIONS

Lake Mary Road is a curvilinear two (2) lane minor arterial roadway with one (1) lane of travel in each direction. Approximately 1,000-feet north of the intersection of Lake Mary Road and Frontier Road, the roadway widens to include a two-way left-turn lane (TWLTL). Approximately 2,200-feet north of the intersection of Lake Mary Road and J. W. Powell Boulevard, the roadway widens to consist of two (2) lanes of travel in each direction and a two-way left-turn lane (TWLTL). Beginning to the north at Beulah Boulevard, this section of Lake Mary Road curves southeasterly approximately 2.5 miles southeast of Interstate 17 (I-17), an Arizona Department of Transportation (ADOT) facility, until it reaches Frontier Road. Immediately south of Frontier Road, Lake Mary Road curves to the east for approximately 1.75 miles before curving to the southeast and then south and terminates at State Route 87 (SR-87). Within the vicinity of the development, Lake Mary Road has a posted speed limit of 45 mph.

Frontier Road is an east-west two (2) lane local roadway with one (1) lane of travel in each direction. Frontier Road begins at Lake Mary Road to the east and extends west for approximately ½-mile, where it turns south and becomes Forest Service Road 3E. The posted speed limit within vicinity to the site is 25 mph.

The intersection of ***Lake Mary Road and Frontier Road***, is a three-way intersection with stop control on the eastbound approach. For the purpose of this analysis, Lake Mary Road's cardinal directions will be treated as a north-south roadway. The northbound approach consists of one (1) shared left-turn/through lane. The southbound approach consists of one (1) shared through/right-turn lane. The eastbound approach consists of one shared left-turn/right-turn lane. There is additionally a short loop of pavement on this intersection that allows for large vehicles to turn around.

PROPOSED DEVELOPMENT

The project consists of proposed multifamily housing development with 71 DUs of apartments and 131 DUs of townhomes. The townhomes would include 84 two-bedroom DUs (2-story) and 47 three-bedrooms DUs (3-story). A detailed site plan has been included as **Attachment B**.

SITE ACCESS

There are a total of two (2) accesses to the development, one (1) main full movement access along Lake Mary Road and one (1) secondary full movement access along Lake Mary Road.

SITE TRIP GENERATION, DISTRIBUTION, AND ASSIGNMENT

SITE TRIP GENERATION

The potential trip generation for the proposed development is typically estimated utilizing the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition* and *Trip Generation Handbook, 3rd Edition*. The ITE *Trip Generation Manual* contains data collected by various transportation professionals for a wide range of different land uses. The data are summarized in the report and average rates and equations have been established that correlate the relationship between an independent variable that describes the development size and generated trips for the categorized land use. The report provides information for daily and peak hour trips. In the case of the proposed land uses, Multifamily Housing (Mid-Rise), which corresponds to Land Use Code (LUC) 221 respectively, both fitted curve and weighted averages are published for dwelling units in a general, urban/suburban setting. The results of the trip generation calculations are, therefore, detailed in **Table 1**.

Table 1 – Trip Generation

Land Use	ITE Code	ITE Land Use Name	Quantity	Units	AM Distribution		PM Distribution	
					In	Out	In	Out
Townhomes	220	Multifamily Housing (Low-Rise)	84	DUs	23%	77%	63%	37%
Apartments & Townhomes	221	Multifamily Housing (Mid-Rise)	118	DUs	26%	74%	61%	39%

Land Use	ADT		AM Peak Hour				PM Peak Hour			
	Avg. Rate	Total	Avg. Rate	In	Out	Total	Avg. Rate	In	Out	Total
Townhomes	7.32	614	0.46	9	30	39	0.56	30	17	47
Apartments & Townhomes	5.44	642	0.36	11	31	42	0.44	32	20	52
Total "New" Trips		**1,256**		**20**	**61**	**81**		**62**	**37**	**99**

CALCULATIONS (Equations shown only where applicable)			
Land Use [Units]	*Daily*	*AM Peak Hour*	*PM Peak Hour*
Townhomes [84 DUs]	WA: T=7.32*X [7.32]	WA: T=0.46*X [0.46]	WA: T=0.56*X [0.56]
Apartments & Townhomes [118 DUs]	WA: T=5.44*X [5.44]	WA: T=0.36*X [0.36]	WA: T=0.44*X [0.44]

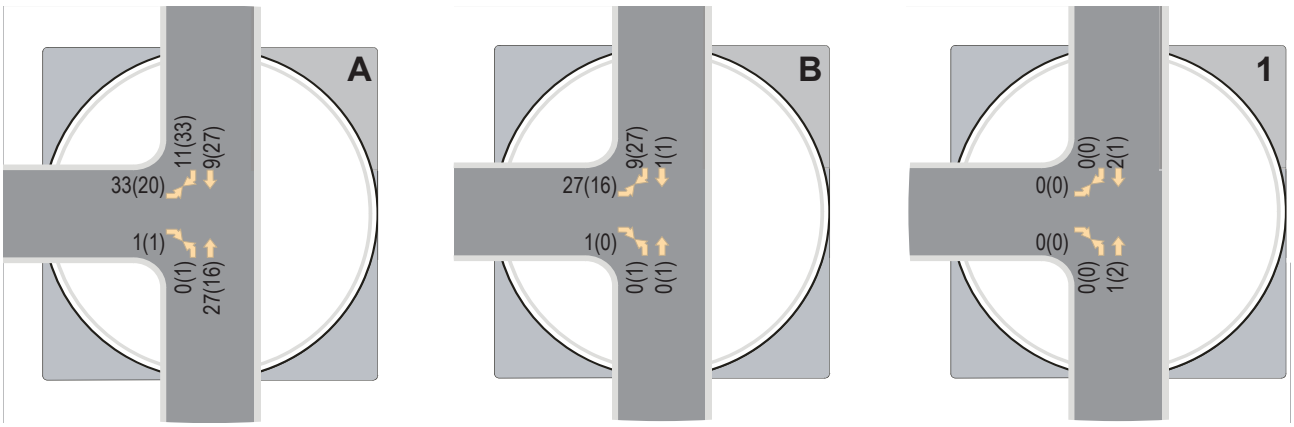
A review of the detailed trip generation presented in **Table 1** reveals that the proposed multifamily housing development could generate 1,256 trips over the course of a typical weekday, with 81 trips (20 in/61 out) during the AM peak hour and 99 trips (62 in/37 out) during the PM peak hour.

Trip Distribution and Assignment A single trip distribution pattern was assumed for the proposed development. It is expected that the proposed development will generate trips based on the commercial developments surrounding the site. Only 3% of site traffic are assumed to travel south on Lake Mary Road due to the limited number of developments there. The resulting trip distribution percentages for the study area are shown in **Table 2**.

Table 2 – Trip Distribution

Direction (To/From)	Percentage
North on Lake Mary Road	97%
South on Lake Mary Road	3%
Total	**100%**

Site Volumes By applying the percentages in **Table 2** to the entering and exiting site trips in **Table 1**, the AM and PM peak hour turning movements into and out from the site can be estimated. The total anticipated volume at the site driveway is illustrated in **Figure 2**.



Lake Mary Road and Access A | Lake Mary Road and Access B | Lake Mary Road and Frontier Road

Figure 2: Site Volumes AM(PM)

Future Background Traffic CivTech completed a study for another development within a three-mile radius of this project and was directed by the City of Flagstaff to use a 1% annual growth rate for intersections south of Interstate 40, for that project. The study intersection of Lake Mary Road and Frontier Road falls within this category; therefore, projected 2022 non-site volumes were calculated with an expansion factor of 1.01. Background traffic calculations are located within **Attachment D.**

OTHER PRELIMINARY ASSUMPTIONS

Traffic Study Level - Based on the preliminary trip generation of 81 new trips in the AM peak hour and 99 new trips in the PM peak hour, it is assumed that a TIA Category 0 will be required.

Study Horizon Years - The development is expected to be completed by the end of 2022.

Pass-By or Internal Capture - As a single use, internal capture is not applicable. As an apartment and townhome complex, pass-by trips are also not applicable.

Future Roadway Network - The development proposed for the site will not require any new roadways, and will require two (2) new site driveways on Lake Mary Road.

Study Area Intersections - Based on the requirements of a TIA Category 0, it is assumed that study intersections would be set or waived by the City Engineer.

CONCLUSIONS

The following conclusions have been documented in this statement:

- A review of the detailed trip generation reveals that the proposed multifamily housing development could generate 1,256 trips over the course of a typical weekday, with 81 trips (20 in/61 out) during the AM peak hour and 99 trips (62 in/37 out) during the PM peak hour.

- It is expected that the proposed development will generate trips based on the commercial developments surrounding the site. Only 3% of site traffic are assumed to travel south on Lake Mary Road due to the limited number of developments to the south.

- Based on a previous project located south of I-17, the projected 2022 non-site volumes should be calculated with an expansion factor of 1.01.

Thank you for allowing CivTech to assist you on this project. Please contact me with any questions you may have on this statement.

Sincerely,

CivTech

Benjamin A. Good, P.E., PTOE
Project Manager/Senior Traffic Engineer

Attachments

A - Pre-Scope pf Work Meeting Form
B - Site Plan
C - Trip Generation
D - Background Growth Calculations

City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

PRE-SCOPE OF WORK MEETING FORM

Information on the Project
Traffic Impact Analysis Base Assumptions

The applicant is responsible for entering the relevant information and submitting the form to the City of Flagstaff and the locality no less than three (3) business days prior to the scheduled meeting. If a form is not received by this deadline, the scope of work meeting may be postponed.

Contact Information	
Consultant Name:	CivTech Inc.
Telephone:	480-659-4250
E-Mail:	Bgood@civtech.com
Developer/Owner Name:	Atlantic Development / Noel Griemsmann, Representative
Telephone:	602.382.6824
Email:	ngriemsmann@swlaw.com

Project Information				
Project Name:	Lake Mary Housing			
Project Location: (Attach regional and site specific location map)	Northwest corner of Lake Mary Road and Frontier Road in the City of Flagstaff, Arizona			
Project Description: Including type of application (rezoning, subdivision, site plan), acreage, business square ft., number of dwelling units, access location, etc. Attach additional sheet if necessary.	The proposed Project would develop approximately 12.9 net acres with approximately 71 dwelling units (DUs) of apartments (4 story building height) and approximately 131 DUs of townhomes (2-3 story building height). Access to the proposed development would be from two (2) new driveways on Lake Mary Road.			
Locality/County:	Coconino County			
Trip Generation (Attach calculation summary)	Residential ☒	Commercial ☐	Mixed Use ☐	Other ☐
Proposed Use: Number of Units: ITE Code(s):	Townhomes, Multifamily Housing (Low-Rise) 84 Dwelling Units (DU) LUC 220			
Proposed Use: Number of Units: ITE Code(s):	Townhomes and Apartments, Multifamily Housing (Mid-Rise) 118 (47 + 71) Dwelling Units (DU) LUC 221			
Proposed Use: Number of Units: ITE Code(s):	- - -			
Proposed Use: Number of Units: ITE Code(s):	- - -			

It is important for the applicant to provide sufficient information to the City of Flagstaff so questions regarding geographic scope, alternate methodology, or other issues can be answered at the scoping meeting.

Traffic Impact Analysis Assumptions

Study Period:	Existing: 2021	Opening: 2022	Phase 1: -		
	Phase 2: -	Phase 3: -	Build-Out: 2022		
Study Area Boundaries: (Attach map)	North: Lake Mary Road	South: Frontier Road			
	East: Lake Mary Road	West: Frontier Road			
External Factors That Could Affect Project: (Planned road improvements, other nearby developments)	-				
Available Traffic Data: (Historical, forecasts)	-				
Trip Distribution: (Attach sketch)	Road Name: Lake Mary Road	N 97%	S 3%	E ____%	W ____%
	Road Name:	N ____%	S ____%	E ____%	W ____%
	Road Name:	N ____%	S ____%	E ____%	W ____%
	Road Name:	N ____%	S ____%	E ____%	W ____%
Annual Vehicle Trip Growth Rate:	1.0%				
Peak Period for Study: (Check all that apply)	☒ AM	☐ Midday	☒ PM	☐ SAT	
Study Intersections and/or Road Segments: (Attach additional sheets as necessary)	1. Lake Mary Road and Frontier Road		2. Lake Mary Road and Access A		
	3. Lake Mary Road and Access B		4. Click here to enter text.		
	5. Click here to enter text.		6. Click here to enter text.		
	7. Click here to enter text.		8. Click here to enter text.		
	9. Click here to enter text.		10. Click here to enter text.		
Trip Adjustment Factors: (Attach calculations and assumptions)	Internal allowance: ☐ Yes ☒ No Reduction: _____% of trips		Pass-by allowance: ☐ Yes ☒ No Reduction: _____% of trips		
Software Methodology:	☐ Synchro ☐ HCS (v.2010) ☐ aaSIDRA ☐ CORSIM ☐ Other: _____				
Traffic Signal Proposed or Affected: (analysis software to be used, progression speed, cycle length)	Click here to enter text.				
Improvement(s) Assumed or to be Considered:	Click here to enter text.				
Relevant Traffic Studies Considered:	Click here to enter text.				
Plan Submission:	☐ Master Development Plan ☐ Generalized Development Plan ☐ Preliminary / Sketch Plan ☐ Other Plan Type (Final Site, Subd. Plan)				
Analysis Types:	☐ Queuing Analysis ☐ Actuation / Coordination ☐ Weaving Analysis ☐ Merge Analysis ☐ Bike / Ped Accommodations ☐ Intersection(s) ☐ TDM Measures ☐ LOS Analysis ☐ Delay Analysis ☐ Other: _____ ☐ Other: _____				

It is important for the applicant to provide sufficient information to the City of Flagstaff so questions regarding geographic scope, alternate methodology, or other issues can be answered at the scoping meeting.

Notes on Assumptions

Click here to enter text.

SIGNED: _____ DATE: _____

Applicant or Consultant

PRINT NAME: _____

Applicant or Consultant

It is important for the applicant to provide sufficient information to the City of Flagstaff so questions regarding geographic scope, alternate methodology, or other issues can be answered at the scoping meeting.

OPENSPACE & CIVIC SPACE AREAS:

OPENSPACE:

REQUIRED:
15% GROSS SITE = 611,893 S.F. x 15% = 91,784 S.F.
MIN 15 FT WIDE AND NO LESS THAN 400 S.F.

PROVIDED:
MULTIPLE OPENSPACE AREAS: 121,560 S.F.

CIVIC SPACE:

REQUIRED:
5% GROSS SITE = 611,893 S.F. x 5% = 30,595 S.F.

PROVIDED:
MULTIPLE CIVIC SPACES AREAS: 42,884 S.F.

VICINITY MAP:

SCALE: N.T.S.

LEGEND

- PROPERTYLINE
- SETBACK LINE
- PROTECTED PONDEROSA PINE
- UNPROTECTED PONDEROSA PINE
- FIRE RISER & FDC LOCATION
- PROPOSED FIRE HYDRANT, 6" LINE
- CONCRETE SIDEWALK
- PERVIOUS SURFACE
- PROPOSED DRAINAGE ARROW
- # OF SPACES IN ROW 9'X19' PARKING SPACE 9'X16'-6" WITH 2'-6" O.H. 9'X22' PARALLEL PARKING
- 35' INSIDE TURNING RADIUS 55' OUTSIDE TURNING RADIUS 20 FT WIDE
- IN ACCORDANCE W/ FIRE DEPT STDS
- ACCESSIBLE PATH OF TRAVEL
- OPENSPACE AREA
- CIVIC SPACE AREA

REFUSE AND RECYCLING NARRATIVE:

THREE WASTE AND RECYCLING ENCLOSURE LOCATED THROUGH OUT THE SITE. THE ENCLOSURE IS CONSTRUCTED WITH CMU BLOCKS, STEEL GATES, CONCRETE FLOOR AND OPEN AIR ROOF BASED ON CITY STANDARDS. TENANTS ACCESS WASTE AND RECYCLE CONTAINERS VIA STEEL GATES. ON PICK UP DAYS WASTE SERVICE PERSONNEL ACCESS THE CONTAINERS VIA METAL GATES LOCATED ON THE DRIVE AISLE.

REQUIRED:
WASTE: 3 CUBIC YARDS OF PER 20 UNITS = 202 UNITS/20 = 10.1 x 3 C.Y. = 31.2 C.Y. PER WEEK
RECYCLE: 3 CUBIC YARDS OF PER 20 UNITS = 202 UNITS/20 = 10.1 x 3 C.Y. = 31.2 C.Y. PER WEEK

PROVIDED:
WASTE: THREE 6 C.Y. CONTAINERS WITH TWICE WEEK PICKUP WILL ALLOW FOR 36 C.Y. RECYCLE A WEEK
RECYCLE: THREE 6 C.Y. CONTAINERS WITH TWICE WEEK PICKUP WILL ALLOW FOR 36 C.Y. RECYCLE A WEEK

IMPERVIOUS AREAS: (REFER TO RESOURCE PROTECTION PLAN)

EXISTING:
NOT APPLICABLE, UNDEVELOPED SITE

PROPOSED:

DRIVE AISLE/PARKING AREAS:	169,367 S.F.
CONCRETE SIDEWALKS:	4,031 S.F.
ROOFTOPS:	168,520 S.F.
TOTAL INCREASE IN IMPERVIOUS AREA	341,918 S.F.
L.I.D. VOLUME REQUIRED	= 341,918 / 12 = 28,493 CU.FT.
PRELIMINARY ESTIMATE OF L.I.D. VOLUME SHOWN	32,417 CU.FT.

PROJECT DATA

OVERALL SITE DATA:

SITE AREA:	±14.047 GROSS ACRES ±12.919 NET ACRES
FLOOD ZONE:	ZONE "X" PER PANEL 0400506819G
ZONING:	EXISTING: ER – ESTATE RESIDENTIAL PROPOSED: HR – HIGH DENSITY RESIDENTIAL RESOURCE PROTECTION OVERLAY
EXISTING USE:	VACANT LAND
PROPOSED USE:	MULTI-FAMILY
MAXIMUM DENSITY ALLOWED:	13 MIN DU/NET AC
PROPOSED DENSITY:	15.6 DU/NET AC
MAXIMUM BUILDING HEIGHT:	60 FEET
PROPOSED BUILDING HEIGHT:	TOWNHOMES 26/36 FEET (2&3 STORIES). MULTI-FAMILY 42 FEET (3 STORIES).

TOTAL UNIT MIX (MF):

ONE BEDROOM UNITS:	35	(49.3%)
TWO BEDROOM UNITS:	30	(42.3%)
THREE BEDROOM UNITS:	6	(8.4%)
TOTAL:	71	D.U.

UNIT TYPE		GROSS AREA	UNITS	GROSS AREA
UNIT A1	1 BED/1 BA	686 S.F.	5	3,430 S.F.
UNIT A2	1 BED/1 BA	749 S.F.	8	5,992 S.F.
UNIT A3	1 BED/1 BA	811 S.F.	5	4,055 S.F.
UNIT A4	1 BED/1 BA	900 S.F.	6	5,400 S.F.
UNIT A6	1 BED/1 BA	771 S.F.	11	8,481 S.F.
UNIT B1	2 BED/2 BA	1,072 S.F.	11	11,792 S.F.
UNIT B2	2 BED/2 BA	1,174 S.F.	12	14,088 S.F.
UNIT B3	2 BED/2 BA	1,104 S.F.	7	7,728 S.F.
UNIT C1	3 BED/2 BA	1,408 S.F.	6	8,448 S.F.
TOTAL:			71 D.U.	69,474 S.F.
AVG. S.F.				978 S.F.

TOTAL UNIT MIX (TH):

TWO BEDROOM UNITS:	87	(72%)
THREE BEDROOM UNITS:	41	(28%)
TOTAL:	128	D.U.

UNIT TYPE		GROSS AREA	UNITS	GROSS AREA
AA (1095)	2 BED/2 BA	1,095 S.F.	19	20,805 S.F.
AB (1097)	2 BED/2 BA	1,097 S.F.	23	25,231 S.F.
AC (1175)	2 BED/DEN/2 BA	1,175 S.F.	26	30,550 S.F.
AD (1181)	2 BED/2 BA	1,181 S.F.	16	18,896 S.F.
BA (1283)	3 BED/2 BA	1,283 S.F.	10	12,830 S.F.
BB (1485)	3 BED/2 BA	1,485 S.F.	11	16,335 S.F.
BC (1638)	3 BED/2 BA	1,638 S.F.	13	21,294 S.F.
BD (1850)	3 BED/2 BA	1,850 S.F.	13	24,050 S.F.
TOTAL:			131 D.U.	169,991 S.F.
AVG. S.F.				1,298 S.F.
TOTAL OVERALL UNITS:			202 D.U.	

TOTAL PARKING:

PROVIDED:	
GARAGE PARKING	300 P.S.
COVERED PARKING	0 P.S.
OPEN PARKING	141 P.S.
TOTAL PROVIDED:	441 P.S.
	2.2 SPACE PER UNIT
REQUIRED (MULTI-FAMILY):	
ONE BEDROOM: (1.5 SPACE) 35 x 1.5 =	53 P.S.
TWO BEDROOM: (2.0 SPACE) 30 x 2 =	60 P.S.
THREE BEDROOM: (2.0 SPACE) 6 x 2 =	12 P.S.
GUEST: (0.25 SPACES) 71 x 0.25 =	18 P.S.
TOTAL REQUIRED:	143 P.S.
REQUIRED (TOWNHOME):	
TWO PER DWELLING UNIT: 131 x 2.0 =	262 P.S.
GUEST: (0.25 SPACES) 131 x 0.25 =	33 P.S.
TOTAL REQUIRED:	295 P.S.
TOTAL OVERALL PARKING REQUIRED:	438 P.S.
MAX PARKING ALLOWED (5% OVER REQUIRED):	460 P.S.

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences
FLAGSTAFF, ARIZONA

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
1 -
2 -
3 -
4 -
5

JOB NO: 21-028
SCALE: 1" = 50'
SHEET NO: A1.0

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Lake Mary Housing

Trip Generation

Proposed

December 2021

Methodology Overview

This form facilitates trip generation estimation using data within the Institute of Transportation Engineer's (ITE) Trip Generation Manual, 10th Edition and methodology described within ITE's Trip Generation Handbook, 3rd Edition. These references will be referred to as Manual and Handbook, respectively. The Manual contains data collected by various transportation professionals for a wide range of different land uses, with each land use category represented by a land use code (LUC). Average rates and equations have been established that correlate the relationship between an independent variable that describes the development size and generated trips for each categorized LUC in various settings and time periods. The Handbook indicates an established methodology for how to use data contained within the Manual when to use the fitted curve instead of the average rate and when to adjustments to the volume of trips are appropriate and how to do so. The methodology steps are represented visually in boxes in Figure 3.1. This worksheet applies calculations for each box if applicable.

Box 1 - Define Study Site Land Use Type&Site Characteristics, | **Box 2 - Define Site Context** | **Box 3 - Define Analysis Objectives** Trip Types&Time Period

The analyst is to pick an appropriate LUC(s) based on the subject's zoning/land use(s)/future land use(s). The size of the land use(s) is described in reference to an independent variable(s) specific to (each) the land use (example: 1,000 square feet of building area is relatively common). Context assessment is to "simply determine whether the study sites is in a multimodal setting" and "could have persons accessing the site by walking, bicycling, or riding transit." This assessment is used in Box 4. The Manual separates data into 4 setting categories - Rural, General Urban/Suburban, Dense Multi-Urban Use and Center City Core. This worksheet uses the following abbreviations, respectively: R, G, D, and C. The Manual does not have data for all settings of all land use codes. The "General Urban/Suburban" setting is used by default.

This tool will focus on vehicular trips for a 24-hour period on a typical weekday as well as its AM peak hour and PM peak hour. Other time period(s) may be of interest.

Land Use Types and Size

Proposed Use	Amount	Units	ITE LUC	ITE Land Use Name
Townhomes	84	Dwelling Units	220	Multifamily Housing (Low-Rise)
Multifamily & Townhomes	118	Dwelling Units	221	Multifamily Housing (Mid-Rise)

Box 4 - Is Study Site Multimodal?

Per the Handbook, "if the objective is to establish a local trip generation rate for a particular land use or study site, the simplified approach (Box 9) may be acceptable but the Box 5 through 8 approach is required if the study site is located in an infill setting, contains a mix of uses on-site, or is near significant transit service."

Box 5/Box 9 - Estimate Baseline Trips/Estimate Vehicular Trips (Determine Equation)

Vehicle trips are estimated using rates/equations applicable to each LUC. When the appropriate graph has a fitted curve, the Handbook has a process (Figure 4.2) to determine when to use it versus using the weighted average rate or collecting local data. The methodology requires for engineering judgement in some circumstances and permits engineering judgement to override or make adjustments when appropriate to best project (example 1: study site is expected to operate differently than data in the applicable land use code - such as restaurant that is closed in the morning or in the evening; example 2: LUC data in a localized area fails to be represented by the typically selected fitted curve/weighted average rate - a small shop/LUC 820, AM peak hour is skewed by the high y-intercept).

Equation Type: Equation Used [Equated Rate] (Type Abbreviations: Weighted Average Rate ("WA"), Fitted Curve **Type: Equation Used [Equated Rate]**

Proposed Use	ADT	AM Peak Hour	PM Peak Hour	(not used)
Townhomes	WA: T=X*7.32 [7.32]	WA: T=X*0.46 [0.46]	WA: T=X*0.56 [0.56]	
Multifamily & Townhomes	WA: T=X*5.44 [5.44]	WA: T=X*0.36 [0.36]	WA: T=X*0.44 [0.44]	

CivTech

Box 5/Box 9 - Estimate Baseline Trips/Estimate Vehicular Trips (Apply Equations and in/out Distributions)

Baseline Vehicular Trips

Proposed Use	ADT				AM Peak Hour				PM Peak Hour				(not used)			
	% In	In	Out	Total	% In	In	Out	Total	% In	In	Out	Total	% In	In	Out	Total
Townhomes	50%	307	307	614	23%	9	30	39	63%	30	17	47				
Multifamily & Townhomes	50%	321	321	642	26%	11	31	42	61%	32	20	52				
Totals		**628**	**628**	**1,256**		**20**	**61**	**81**		**62**	**37**	**99**				

If vehicle trip reductions are not applied for internal capture and alternative mode, vehicle trips may be separtated into vehicle trip subsets (pass-by trips, diverted trips, truck trips, new passenger vehicle trips) as part of Box 10. If vehicle trip reductions are to be applied, continue to Box 6.

External Vehicular Trips

Proposed Use	ADT				AM Peak Hour				PM Peak Hour				(not used)			
		In	Out	Total		In	Out	Total		In	Out	Total		In	Out	Total
Townhomes		307	307	614		9	30	39		30	17	47				
Multifamily & Townhomes		321	321	642		11	31	42		32	20	52				
Totals		**628**	**628**	**1,256**		**20**	**61**	**81**		**62**	**37**	**99**				

City intersections south of the I-40 ONLY

Growth Rate Used	1.0%
Per-Year Multiplier	1.010

Year	Expansion Factor(s)	
2021	1.000	
2022	**1.010**	**Opening**
2023	1.020	
2024	1.030	
2025	1.041	
2026	1.051	
2027	1.062	
2028	1.072	
2029	1.083	
2030	1.094	
2031	1.105	
2032	1.116	
2033	1.127	
2034	1.138	
2035	1.149	
2036	1.161	
2037	1.173	
2038	1.184	
2039	1.196	
2040	1.208	
2041	1.220	
2042	1.232	
2043	1.245	
2044	1.257	
2045	1.270	
2046	1.282	
2047	1.295	
2048	1.308	
2049	1.321	
2050	1.335	
2051	1.348	
2052	1.361	
2053	1.375	

Lake Mary Housing – Neighborhood Meeting(s) Plan

Project Name: Lake Mary Housing
Project Location: Northwest Corner of South Lake Mary Road and Frontier Road

Project Description

Lake Mary Housing (the "Project") is a proposed multi-family development that will provide additional housing to help meet the continually increasing housing demand in Flagstaff. The site is 13.96 gross acres in size (12.9 net acres) and currently undeveloped. The Project proposes to develop the site as a multi-family residential rental development with a mix of traditional apartment (or flat) style units and townhome style units. There will be with approximately 71 apartment type units and 131 townhome type units (the "Project"). The Project will request a Direct to Ordinance rezoning from Estate Residential (ER) to High Density Residential (HR).

Notification Letter

A draft of the proposed neighborhood meeting notification letter is attached as Exhibit A. The proposed neighborhood meeting sign text is attached as Exhibit B.

Neighborhood Meeting Format

The neighborhood meeting will be facilitated by the applicant. Due to the Covid-19 pandemic, a hybrid model for the neighborhood meeting is proposed. An in-person neighborhood meeting will be held at with a concurrent virtual component as well. The location for the in-person component is proposed to be at the Courtyard by Marriot (2650 S. Beulah Boulevard) (subject to change, with approval of staff). The first neighborhood meeting is targeted to be held on October 26 at 6:00 p.m. A project overview presentation will be given by the applicant's development team to begin the meeting. Following the presentation, there will be an opportunity for questions and answers about the Project by attendees. Summary minutes will be taken to provide an overview of key discussion points, comments/concerns and other important information provided by those in attendance, as well as the applicant's response to questions raised during the meeting. The second neighborhood meeting will be coordinated with City staff and will follow the same format as outlined above.

Notification

Written notification will be sent to all property owners within 1,100 feet of the Project. In addition, homeowner associations (HOAs) within 1,100 feet of the Property and all persons or groups whose names are on the registry of persons and groups (provided by the City of Flagstaff) described in Section 10-20.30.080(B) will be sent written notification. The property owner notification list is attached as Exhibit C. The letter will be mailed a minimum of 15 calendar days prior to the neighborhood meeting.

Consistent with Section 10-20.30.060(D)6 a minimum of one (1) sign that is at least four feet by four feet will be posted on the property and will be clearly visible from the public right-of-way and will include the purpose, time, date, and place of the neighborhood meeting, with an attached information tube containing copies of the meeting notice. This sign shall be installed a minimum of 15 days prior to the neighborhood meeting.

Record of Proceedings

In accordance with 10-20.30.060(F) a written summary of each neighborhood meeting will be submitted to the Planning Director via the assigned staff planner. Included with the summary shall be an affidavit of notification & posting and a copy of the notification letter. Note the affidavit of notification and sign posting will also be provided to the staff planner 15 days prior to the neighborhood meeting.

At the conclusion of the neighborhood outreach process a Neighborhood Meeting Certification form shall be provided to the Planning Director via the assigned staff planner.

Schedule

The conceptual schedule for implementation of this plan is as follows:

i. Targeted first neighborhood meeting date: November 10, 2022
ii. Submittal of first neighborhood meeting summary to staff planner: December 1, 2022 or sooner
iii. Targeted second neighborhood meeting: TBD (As coordinated with Staff)
iv. Submittal of second neighborhood meeting summary to staff planner: Approximately three weeks after second neighborhood meeting or sooner

Exhibit A

Snell & Wilmer
ONE ARIZONA CENTER
400 E. VAN BUREN, SUITE 1900
PHOENIX, AZ 85004-2202
602.382.6000 P
602.382.6070 F

Michael Maerowitz
(602) 382-6494
mmaerowitz@swlaw.com

October 25, 2022

Re: Neighborhood Meeting Notification for the Property Located at the Northwest Corner of Lake Mary Road and Frontier Road in Flagstaff, Arizona

Dear Property Owner or Neighborhood Organization Representative:

The purpose of this letter is to inform you that, on behalf of Atlantic Development & Investments, Inc. ("Atlantic"), we have filed a zoning map amendment application (Case No. PZ-21-002130-1) with the City of Flagstaff for an approximately 14-acre site located at the northwest corner of Lake Mary Road and Frontier Road in Flagstaff, Arizona (Parcel No. 115-03-001A) addressed as 4631 South Lake Mary Road (Exhibit A) (the "Property"). The request is to change the existing zoning designation of the Property from Estate Residential (ER) to High Density Residential (HR) to accommodate the development of the Property with a proposed multi-family residential development.

Atlantic is one of the nation's most successful developers of affordable housing communities and the largest affordable housing developer in the state of Arizona. On December 1, 2020, the City of Flagstaff declared a housing crisis within the City. Hearing the affordable housing crisis in Flagstaff, Atlantic chose Flagstaff for their next project to help be a part of providing new homes in the City and alleviating the housing crisis.

Atlantic is proposing to develop the Property with a multifamily for rent community featuring a total of 202 residences with two different styles of residences (the "Project"). As shown on the Site Plan included with this letter, a majority of the Project's residences will be designed as "Townhome" style residences consisting of two or three bedrooms. Along the western boundary of the Property, will be more traditional "flat" style residences consisting of one, two or three bedrooms. A portion of the Project's residences (approximately 20%) will be affordable housing units to provide more affordable housing options in the City. Building Elevations for the Project's residences are provided with this letter for your reference.

Amenity areas are placed throughout the development with the main amenity area located within the western portions of the Project. Amenities proposed include a clubhouse, pool, ramada, seating areas, fire pits, barbeques, and play areas.

Our rezoning request is currently in review with the City's Planning and Development Services staff. During this initial review period, we would like to invite you to a neighborhood meeting to meet the development team and discuss the Project. We have scheduled an initial neighborhood meeting as follows:

Neighborhood Meeting

Date/Time:	**Thursday, November 10, 2022 at 6:00 p.m.** Meeting will be held **in person** and **virtually.**
Location:	Courtyard by Marriot (2650 S. Beulah Boulevard) To participate in the virtual meeting, please utilize the meeting access link at: **https://swlaw.zoom.us/j/94945031597?pwd=U1FSM3pBNXpXdnJzd0ZHaCtmNVFjQT09** **Passcode: 954446** **Or** Call-in to listen to the virtual meeting: Dial **(602) 753-0140**, Enter **Meeting ID 9494-503-1597**, then Meeting **Passcode 954446.**

You are welcome to participate in this meeting to learn about the Project and the rezoning request.

Please feel free to contact me or Noel Griemsmann, AICP, Senior Urban Planner, at (602) 382-6824 or via e-mail to ngriemsmann@swlaw.com should you have any questions regarding this proposal, wish to express your thoughts, have any issues participating in the virtual neighborhood meeting and/or request reasonable assistance with respect to this notice.

The City of Flagstaff Planner assigned to this case is Patrick St. Clair. Mr. St. Clair can be reached at (928) 213-2612 or via email to pstclair@flagstaffaz.gov. Mr. St. Clair can answer your questions regarding the City review and hearing processes.

You may also make your opinions known on this case by emailing or writing to the City of Flagstaff Planning & Development Services Department, 211 West Aspen Avenue, Flagstaff, Arizona 86001, referencing the case numbers on the first page of this letter. Your email/letter will be made part of the case file. Please copy pstclair@flagstaffaz.gov and ngriemsmann@swlaw.com on any email correspondence.

Again, I would be happy to answer any questions or discuss any comments that you may have regarding this proposal. Thank you for your attention to this letter.

Very truly yours,

Snell & Wilmer

Michael Maerowitz

Michael Maerowitz

Exhibit A – Site Aerial

DENSITY NARRATIVE

THE PROJECT PROPOSES A BASE MAXIMUM DENSITY OF 13 UNITS PER ACRE. THE DEVELOPMENT WILL INCORPORATE WORKFORCE HOUSING AND UTILIZE THE DENSITY BONUS AVAILABLE PER THE AFFORDABLE HOUSING INCENTIVES TO ACHIEVE TARGET DENSITY OF 14.5 DU/ACRE. MORE SPECIFICALLY, ATLANTIC IS PROPOSING 20% AFFORDABLE HOUSING FOR THE DEVELOPMENT. BASED ON THE GROSS ACREAGE OF THE SITE, 13.96 ACRES, THE MAXIMUM NUMBER OF UNITS PERMITTED IS 181 UNITS (AT 13 DU/ACRE). USING THE DENSITY MULTIPLIER PER TABLE 10-30.20.020.A, THE DENSITY BONUS IS UP TO 45%. THE TOTAL NUMBER OF UNITS POTENTIALLY PERMITTED WITH THE DENSITY MULTIPLIER WOULD BE 262 UNITS (181 UNITS + 81 DENSITY BONUS UNITS). THE SITE PLAN AS CURRENTLY DESIGNED PROVIDES 202 TOTAL UNITS, WHICH IS UNDER THE MAXIMUM THAT IS PERMITTED BASED ON THE PERCENTAGE OF AFFORDABLE UNITS PROVIDED. THIS UNIT COUNT ALLOWS FOR THE DENSITY NEEDED TO PROVIDE THE APPROPRIATE INFRASTRUCTURE TO THE DEVELOPMENT, WHILE NOT MAXING OUT THE NUMBER OF UNITS PERMITTED ON THE SITE

BUILDING AREAS

BLDG#	TYPE	AREA	BLDG#	TYPE	AREA
1	3	4,380 S.F.	15	11	16,560 S.F
2	1	6,350 S.F.	16	1	6,350 S.F.
3	2	6,554 S.F.	17	2	6,554 S.F
4	1	6,350 S.F.	18	1	6,350 S.F.
5	2	6,554 S.F	19	1	6,350 S.F.
6	1	6,350 S.F.	20	2	6,554 S.F
7	2	6,554 S.F	21	1	6,350 S.F.
8	1	6,350 S.F.	22	6	10,395 S.F.
9	10	6,582 S.F	23	4	5,485 S.F.
10	7	5,475 S.F	24	5	7,679 S.F.
11	7	5,475 S.F	25	7	5,475 S.F.
12	9	3,753 S.F.	26	12	106,240 S.F.
13	8	5,940 S.F	27	13	1,040 S.F.
14	4	5,485 S.F	TOTAL		±277,271 S.F.

FIRE LINE WATERLINE NARRATIVE

WATER MAIN THROUGHOUT THE SITE IS 8" PVC.
THE HYDRANTS ARE CONNECTED TO THE MAIN WITH 6" DIP.
THE SPRINKLER LINES ARE 4" PVC
THE DOMESTIC LINES WILL BE <2" PVC.

OPENSPACE & CIVIC SPACE AREAS:

OPENSPACE:

REQUIRED:
15% GROSS SITE = 608,908 S.F. x 15% = 91,336 S.F.
MIN 15 FT WIDE AND NO LESS THAN 400 S.F.

PROVIDED:
MULTIPLE OPENSPACE AREAS: 121,560 S.F.

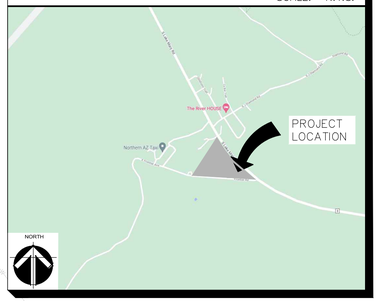
CIVIC SPACE:

REQUIRED:
5% GROSS SITE = 608,908 S.F. x 5% = 30,445 S.F.

PROVIDED:
MULTIPLE CIVIC SPACES AREAS: 34,079 S.F.

VICINITY MAP:

SCALE: N.T.S.



LEGEND

- SETBACK LINE
- PROTECTED PONDEROSA PINE
- UNPROTECTED PONDEROSA PINE
- FIRE RISER & FDC LOCATION
- PROPOSED FIRE HYDRANT, 6" LINE
- CONCRETE SIDEWALK
- PERVIOUS SURFACE
- PROPOSED DRAINAGE ARROW
- BUILDING NUMBER / BUILDING TYPE (e.g. 2 | 2)
- # OF SPACES IN ROW: 9'X19' PARKING SPACE; 9'X16'-6" WITH 2'-6" O.H.; 9'X22' PARALLEL PARKING
- 35' INSIDE TURNING RADIUS; 55' OUTSIDE TURNING RADIUS; 20 FT WIDE (IN ACCORDANCE W/ FIRE DEPT STDS)
- PROPERTYLINE
- ACCESSIBLE PATH OF TRAVEL
- OPENSPACE AREA
- CIVIC SPACE AREA

REFUSE AND RECYCLING NARRATIVE:

THREE WASTE AND RECYCLING ENCLOSURE LOCATED THROUGH OUT THE SITE. THE ENCLOSURE IS CONSTRUCTED WITH CMU BLOCKS, STEEL GATES, CONCRETE FLOOR AND OPEN AIR ROOF BASED ON CITY STANDARDS. TENANTS ACCESS WASTE AND RECYCLE CONTAINERS VIA STEEL GATES. ON PICK UP DAYS WASTE SERVICE PERSONNEL ACCESS THE CONTAINERS VIA METAL GATES LOCATED ON THE DRIVE AISLE.

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EXISTING:
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DRIVE AISLE/PARKING AREAS:	169,367 S.F.
CONCRETE SIDEWALKS:	4,031 S.F.
ROOFTOPS:	168,520 S.F.
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PRELIMINARY ESTIMATE OF L.I.D. VOLUME SHOWN	32,417 CU.FT.

PROJECT DATA

OVERALL SITE DATA: 4631 S LAKE MARY RD, FLAGSTAFF, AZ 86001

SITE AREA: ±13.96 GROSS ACRES; ±12.919 NET ACRES
FLOOD ZONE: ZONE 'X' PER PANEL 04005C6819G
ZONING: EXISTING: ER – ESTATE RESIDENTIAL; PROPOSED: HR – HIGH DENSITY RESIDENTIAL, RESOURCE PROTECTION OVERLAY
EXISTING USE: VACANT LAND
PROPOSED USE: MULTI-FAMILY

MAXIMUM DENSITY ALLOWED: 22 MIN DU/NET AC
PROPOSED DENSITY: 14.5 DU/NET AC
BASE DENSITY: 13 DU/NET AC
MAXIMUM BUILDING HEIGHT: 60 FEET
PROPOSED BUILDING HEIGHT: TOWNHOMES 30/37 FEET (2&3 STORIES). MULTI-FAMILY 46 FEET (3 STORIES).

LOT COVERAGE: (157,710 S.F. / 562,752 S.F NET) = 28%

TOTAL UNIT MIX (MF):

ONE BEDROOM UNITS:	35 (49.3%)
TWO BEDROOM UNITS:	30 (42.3%)
THREE BEDROOM UNITS:	6 (8.4%)
TOTAL:	71 D.U.

UNIT TYPE		GROSS AREA	UNITS	GROSS AREA
UNIT A1	1 BED/1 BA	686 S.F.	5	3,430 S.F.
UNIT A2	1 BED/1 BA	749 S.F.	8	5,992 S.F.
UNIT A3	1 BED/1 BA	811 S.F.	5	4,055 S.F.
UNIT A4	1 BED/1 BA	900 S.F.	6	5,400 S.F.
UNIT A6	1 BED/1 BA	771 S.F.	11	8,481 S.F.
UNIT B1	2 BED/2 BA	1,072 S.F.	11	11,792 S.F.
UNIT B2	2 BED/2 BA	1,174 S.F.	12	14,088 S.F.
UNIT B3	2 BED/2 BA	1,104 S.F.	7	7,728 S.F.
UNIT C1	3 BED/2 BA	1,408 S.F.	6	8,448 S.F.
TOTAL:			71 D.U.	69,414 S.F.
AVG. S.F.				978 S.F.

TOTAL UNIT MIX (TH):

TWO BEDROOM UNITS:	84 (64%)
THREE BEDROOM UNITS:	47 (36%)
TOTAL:	131 D.U.

UNIT TYPE		GROSS AREA	UNITS	GROSS AREA
AA (1095)	2 BED/2 BA	1,095 S.F.	19	20,805 S.F.
AB (1097)	2 BED/2 BA	1,097 S.F.	23	25,231 S.F.
AC (1175)	2 BED/DEN/2 BA	1,175 S.F.	26	30,550 S.F.
AD (1181)	2 BED/2 BA	1,181 S.F.	16	18,896 S.F.
BA (1283)	3 BED/2 BA	1,283 S.F.	10	12,830 S.F.
BB (1485)	3 BED/2 BA	1,485 S.F.	11	16,335 S.F.
BC (1638)	3 BED/2 BA	1,638 S.F.	13	21,294 S.F.
BD (1850)	3 BED/2 BA	1,850 S.F.	13	24,050 S.F.
TOTAL:			131 D.U.	169,991 S.F.
AVG. S.F.				1,298 S.F.
TOTAL OVERALL UNITS:			202 D.U.	

TOTAL PARKING:

PROVIDED:	
GARAGE PARKING (MULTI-FAMILY – 10 FT X 20FT CLEAR)	36 P.S.
GARAGE PARKING (TOWNHOME – 10 FT X 20FT CLEAR)	262 P.S.
COVERED PARKING	0 P.S.
OPEN PARKING	141 P.S.
TOTAL PROVIDED:	439 P.S.
	2.2 SPACE PER UNIT
REQUIRED (MULTI-FAMILY):	
ONE BEDROOM: (1.5 SPACE) 35 x 1.5 =	53 P.S.
TWO BEDROOM: (2.0 SPACE) 30 x 2 =	60 P.S.
THREE BEDROOM: (2.0 SPACE) 6 x 2 =	12 P.S.
GUEST: (0.25 SPACES) 71 x 0.25 =	18 P.S.
TOTAL REQUIRED:	143 P.S.
REQUIRED (TOWNHOME):	
TWO BEDROOM: (2.0 SPACE) 84 X 2 =	168 P.S.
THREE BEDROOM: (2.0 SPACE) 47 x 2 =	94 P.S.
GUEST: (0.25 SPACES) 131 x 0.25 =	33 P.S.
TOTAL REQUIRED:	295 P.S.
TOTAL OVERALL PARKING REQUIRED:	438 P.S.
MAX PARKING ALLOWED (5% OVER REQUIRED):	460 P.S.

ACCESSIBLE PARKING:
REQUIRED (PER TABLE 10-50.80.080.B – 401 TO 500 STALLS): 10
PROVIDED: 10

BIKE PARKING (5% OF THE REQUIRED PARKING AREA):
439 PARKING SPACES x 5% = 22 BIKE PARKING REQ'D / 24 PROVIDED.

EV-READY OUTLETS (PER IBC SECTION 429)
REQUIRED (PER TABLE 429.1 – 100+ PARKING SPACES): 3
PROVIDED: 4

CONSTRUCTION OCCUPANCY GROUP AND TYPE R2 / V-A

5 FT SETBACK
EXISTING TELE PEDESTAL
10 FT SETBACK
PROTECTED TREE, TYP.
RETENTION AREA
TRASH
EXISTING FIRE HYDRANT
EXISTING FENCING TO BE REMOVED
LAKE MARY ROAD TO BE IMPROVED TO CITY STANDARDS
SIGHT DISTANCE LINES PER AASHTO (45 MPH)
TYPICAL 42" WIDE SIDEWALK
EXISTING BIKE LANE TO REMAIN
EXISTING OVERHEAD POWER LINE
Total Curve per Plans
Project 7-A(1)
Radius= 3600.00'
Delta= 52°53'00"
Length= 3322.75'
AMENITY: BBQ
AMENITY: SEATING & FIRE PIT
AMENITY: RAMADA & PLAY AREA
AMENITY: POOL AND RAMADA
CLUBHOUSE
EXISTING FENCE TO BE REPLACED
NEW POOL BARRIER FENCING
COVERED BIKE RACK, TYP OF 6
FIRE APPARATUS TURN RADIUS, TYP.
FIRE RISER (4" MAIN)
FIRE APPARATUS MIN 15FT 3G MAX 30FT FROM BLDG, TYP.
BIKE RACK, TYP OF 4
EXISTING BARBED WIRE FENCE
EXISTING 10 FT UTILITY ESMT
SIDEWALK, TYP
DOG PARK
NEW DOG PARKING FENCING
EXISTING POWER POLE
EXISTING WATER VALVE
EXISTING BOULDERS
EXISTING BARBED WIRE FENCE
EXISTING CONCRETE WALL
EXISTING CONCRETE SIDEWALK
EXISTING CONCRETE CURB
EXISTING ASPHALT
EXISTING GRAVEL
EXISTING DIRT
EXISTING CONCRETE
EXISTING BUILDING
EXISTING WOOD FENCE
EXISTING CHAIN LINK FENCE
EXISTING METAL FENCE
EXISTING STEEL FENCE
EXISTING CONCRETE CURB & GUTTER
EXISTING CONCRETE SIDEWALK
EXISTING CONCRETE WALL

PLANT LEGEND

TREES	SPECIFICATION
Pinus ponderosa Ponderosa Pine	6' Height
Pinus nigra Austrian Pine	6' Height
Populus tremuloides Quaking Aspen	3" Caliper
Platanus wrightii Arizona Sycamore	3" Caliper
Malus"Spring Snow" Spring Snow Crabapple	3.0" Caliper
Fraxinus pennsylvanica Green Ash	3" Caliper
Gledetsia triacanthos inermis Thornless Honeylocust	4" Caliper
Acer x freemanii Freeman Maple	3" Caliper
Prunus virginiana "Shubert" Canada Red Chokecherry	3" Caliper

SHRUBS	SIZE
Rosy Glow Barberry	5 Gallon
Potentilla fruiticosa "Gold Drop" Gold Drop Potentilla	5 Gallon
Spirea japonica "Little Princess" Little Princess Spirea	5 Gallon
Juniperus sabina "Arcadia" Arcadia Juniper	5 Gallon
Mahonia AZ. Compacta Oregon Grape	5 Gallon
Prunus v. melanocarpa Common Chokecherry	5 Gallon
Syringa patula "Miss Kim' Miss Kim Lilac	5 Gallon
Stringa meyeri palibin Dwarf Korean Lilac	5 Gallon
Rhus glabra Staghorn Sumac	5 Gallon
Cornus stolonifera Red Osier Dogwood	5 Gallon
Prunus cistena Purple Sandcherry	5 Gallon
Chaenomeles japonica Flowering Quince	5 Gallon

GROUNDCOVERS	SIZE
Juniperus horizontalis Creeping Juniper	1 Gallon
Mahonia repens Creeping Mahonia	1 Gallon
Teucrium chamaedrys Germander	1 Gallon
Verbena macdougalii New Mexican Vervain	1 Gallon
Festuca arizonica Arizona Fescue	SEED

LANDSCAPE MATERIALS

(Contractor to submit sample for approval)

Shredded Mulch	3" Depth

NORTH

0 25' 50' 100'

LANDSCAPE PLAN

biltform landscape architecture

biltform landscape architecture group, inc.

11460 North Cave Creek Rd. suite 6
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229
email: dave@biltform.com

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
32379
DAVID G. FLYNN
6/17/22
STATE OF ARIZONA
ARIZONA, U.S.A.

PROJECT NAME:
LAKE MARY HOUSING
Single Family & Apartment Residences
FLAGSTAFF, ARIZONA

PROJECT OWNER:
ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
1 .
2 .
3 .
4 .
5 .

JOB NO: 21-028L
DATE: June 17, 2022
SCALE: 1" = 50'-0"
SHEET NO:

L 1.1

© BILTFORM ARCHITECTURE GROUP, INC.

Lake Mary Housing – Building Elevations

Building 1

Building 2

Building 3

Building 4

Building 5

Building 6

Lake Mary Housing – Building Elevations

Building 7

Building 8

Building 9

Building 10

Building 11

Building 12

Exhibit B

Draft Sign Posting Language – Neighborhood Meeting

City of Flagstaff

Neighborhood Meeting

NEIGHBORHOOD MEETING: November 10, 2022 AT 6:00 P.M.
LOCATION OF MEETING: Courtyard by Marriot (2650 S. Beulah Boulevard)
AND VIRTUAL (ZOOM)

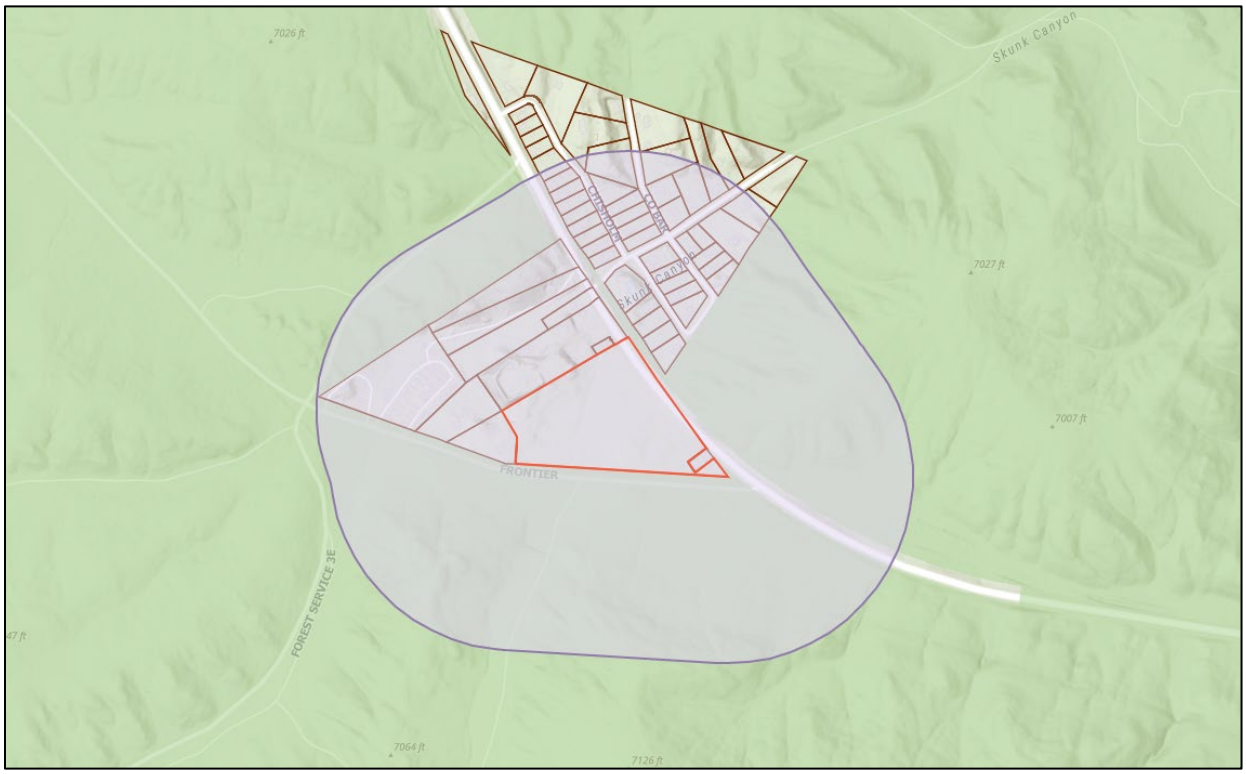
To participate in the virtual meeting, please utilize the meeting access link at:
https://swlaw.zoom.us/j/94945031597?pwd=U1FSM3pBNXpXdnJzd0ZHaCtmNVFjQT09
Passcode: 954446
or
Call-in to listen to the virtual meeting: Dial (602)753-0140, Enter Meeting ID 94945031597, then Meeting Passcode 954446.

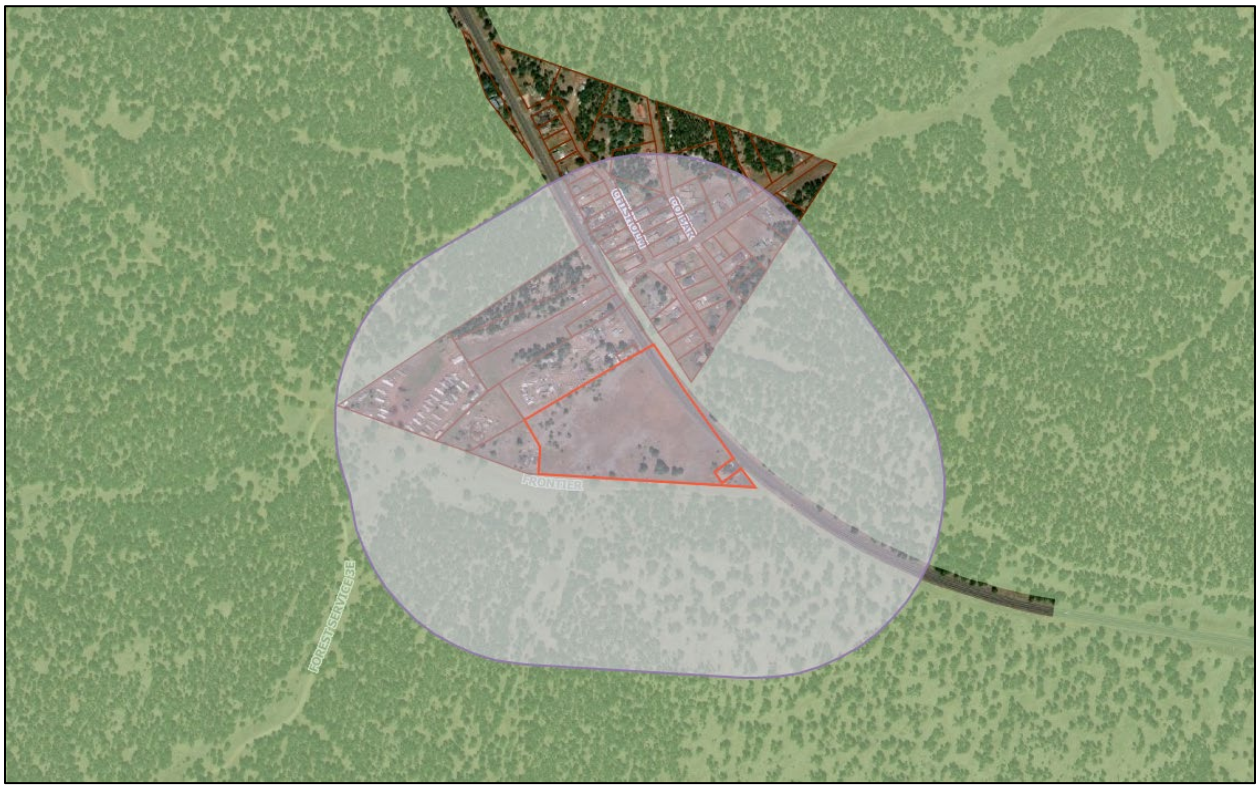
REQUEST: Rezone from Estate Residential (ER) to High Density Residential (HR)
PROPOSAL: Multi-family housing community
GENERAL LOCATION: Northwest corner of Lake Mary Road and Frontier Road
ADDRESS: 4631 South Lake Mary Road
PARCEL NO: 115-03-001A
SIZE OF SITE: 13.96 acres (gross)
CASE # PZ-21-00213-01
APPLICANT: Atlantic Developments & Investments, Inc.
CONTACT: Noel Griemsmann, Snell & Wilmer, LLP
PHONE #: (602)382-6824 EMAIL: ngriemsmann@swlaw.com
Planning & Development Services Division Contact:
Patrick St. Clair, Planner, Current Planning Program, 211 West Aspen Ave, Flagstaff, AZ 86001
Email: pstclair@flagstaffaz.gov Phone: 928.213.2612
Posting Date:

Proposed Sign Location

Exhibit C

1,100 Property Owner Notification Map & List

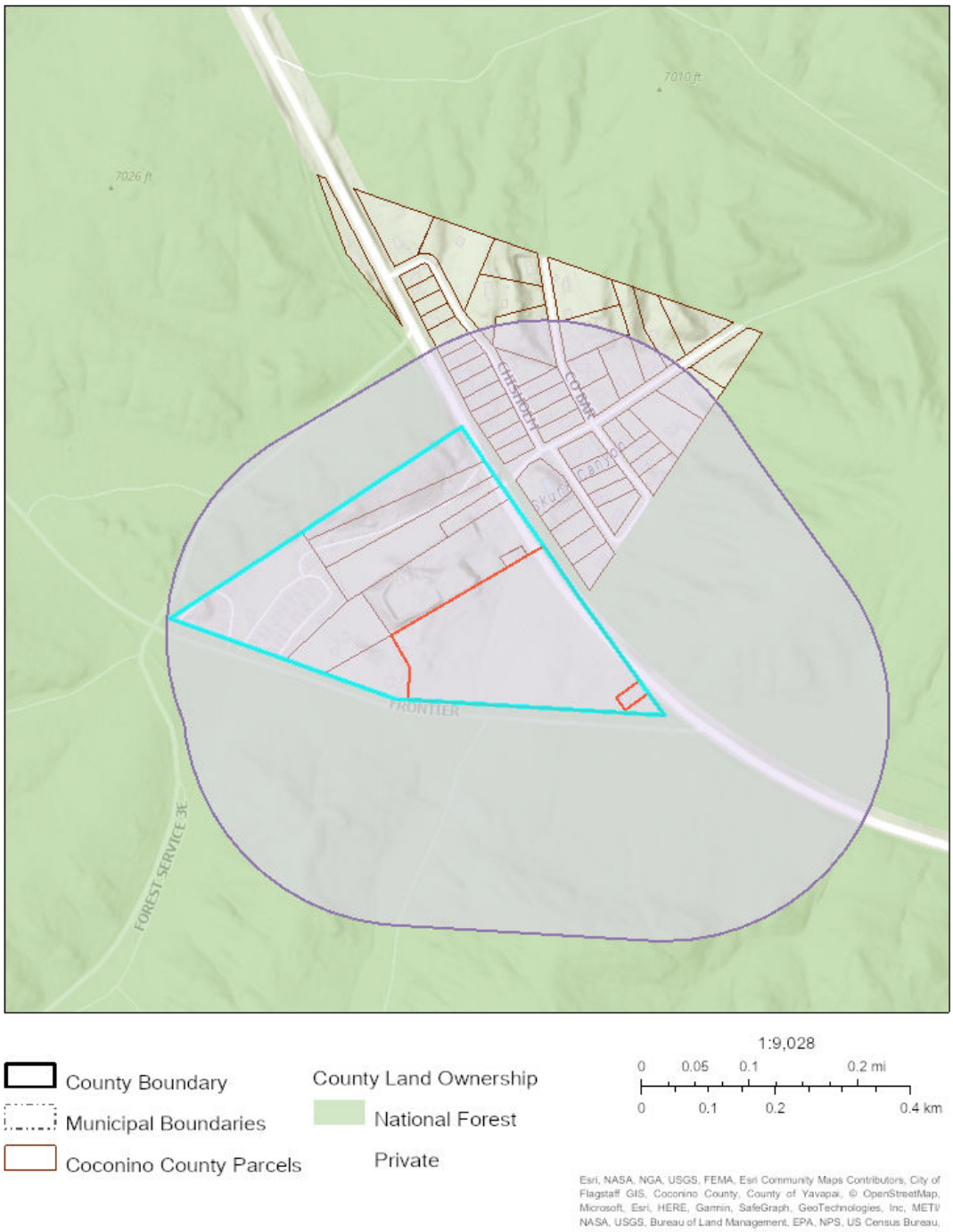




Parcel Report - 1,100 Ft. Buffer

Area of Interest (AOI) Information

Area : 8,225,468.65 ft²



#	APN	Account #	911 Address	Owner Name	Owner Address
1	11504030B	R0059953	2238 E C O BAR TRL	SMITH PATRICIA B	402 ROOSEVELT AVE REDWOOD CITY, CA 94061
2	11503001B	R0018497	*N/A*	COOPER JILL R	2140 E FRONTIER AVE FLAGSTAFF, AZ 86005
3	11504031D	R0059955	5315 S J DIAMOND RD	BOJORQUEZ FAMILY TRUST DTD 12-10-13	1166 RORDEN AVE SELMA, CA 93662
4	11505008E	R0227667	2020 E CHISHOLM TRL	TAYLOR MICHAEL E & LAURA R	2020 E CHISHOLM TRL FLAGSTAFF, AZ 86005
5	11503007	R0000946	*N/A*	*N/A*	*N/A*
6	11504001	R0000949	4576 S LAKE MARY RD	JOSEPH FRANCES E	4576 S LAKE MARY RD FLAGSTAFF, AZ 86005
7	11503009	R0000948	4635 S LAKE MARY RD	HAMRAH TRUST DTD 03-01-04	4635 S LAKE MARY RD FLAGSTAFF, AZ 86005
8	11504034A	R0059958	*N/A*	BOJORQUEZ FAMILY TRUST DTD 12-10-13	1166 RORDEN AVE SELMA, CA 93662
9	11504033A	R0059957	5420 S J DIAMOND RD	SANCHEZ FAMILY TRUST DTD 02-12-07	305 NW CR 0008 CORSICANA, TX 75110
10	11504009	R0004670	2155 E CHISHOLM TRL	CONTRERAS PETE LIVING TRUST DTD 06-09-99	2155 E CHISHOLM TRL FLAGSTAFF, AZ 86005
11	11504008	R0004669	2143 E CHISHOLM TRL	LLOYD JOHN H III	2143 E CHISHOLM TRL FLAGSTAFF, AZ 86005
12	11504035	R0059959	2268 E C O BAR TRL	WOLFE CATHY	2206 E CHISHOLM TRL FLAGSTAFF, AZ 86005
13	11504007	R0004668	4596 S LAKE MARY RD	PICKETT RICHARD ORLIE	4596 S LAKE MARY RD FLAGSTAFF, AZ 86005
14	11504002	R0000950	4582 S LAKE MARY RD	JAUREGUI ALFRED JOE	309 S QUARTZ ST GILBERT, AZ 85296
15	11504036	R0059960	2272 E C O BAR TRL	BOYES KRISTIN R	2272 CO BAR TRL FLAGSTAFF, AZ 86005
16	11504006	R0004667	4596 S LAKE MARY RD	PICKETT RICHARD ORLIE	4596 S LAKE MARY RD FLAGSTAFF, AZ 86005
17	11504016	R0030890	2206 E CHISHOLM TRL	BLACK BRADY RAY	2206 E CHISHOLM TRL FLAGSTAFF, AZ 86005
18	11504004	R0000952	4588 S LAKE MARY RD	CUTBIRTH WILSON J	4588 S LAKE MARY RD FLAGSTAFF, AZ 86005
19	11504005	R0004666	2117 E CHISHOLM TRL	CHAVEZ MICHAEL L	2117 E CHISHOLM TRL FLAGSTAFF, AZ 86005
20	11504003	R0000951	4584 S LAKE MARY RD	JAUREGUI ALFRED JOE	309 S QUARTZ ST GILBERT, AZ 85296
21	11504017	R0030891	*N/A*	FRONTIER HOMESITES LLC	2206 E CHISHOLM TRL FLAGSTAFF, AZ 86005
22	11504018	R0030892	2248 E CHISHOLM TRL	MARTINEZ LIVING TRUST DTD 02-05-21	2248 E CHISHOLM TRL FLAGSTAFF, AZ 86005
23	11504037	R0059961	2380 E C O BAR TRL	POWER JAMES W	2380 E C O BAR TRL FLAGSTAFF, AZ 86005
24	11504020D	R0167832	5447 S J DIAMOND RD	BLACK BRADY RAY	2206 E CHISHOLM TRL FLAGSTAFF, AZ 86005
25	11504020C	R0176642	2140 E CHISHOLM TRL	PURDY DAISY D	2140 E CHISHOLM TRL FLAGSTAFF, AZ 86005
26	11504020B	R0167831	2255 E C O BAR TRL	DARRIS MARC A & VICTORIA L	2255 E C O BAR TRL FLAGSTAFF, AZ 86005

27	11504023	R0030989	2116 E CHISHOLM TRL	DENNEHY BRYAN M	2116 E CHISHOLM TRL FLAGSTAFF, AZ 86005
28	11504031C	R0059954	5345 S J DIAMOND RD	BOJORQUEZ FAMILY TRUST DTD 12-10-13	1166 RORDEN AVE SELMA, CA 93662
29	11504011	R0004672	2241 E CHISHOLM TRL	PESUTI SAMUEL A	2241 E CHISHOLM TRL FLAGSTAFF, AZ 86005
30	11504013	R0010691	2275 E CHISHOLM TRL	PALMER DARRIS & AMANDALYNN	PO BOX 2086 FLAGSTAFF, AZ 86002
31	11504012	R0004673	2255 E CHISHOLM TRL	PALMER DARRIS & AMANDA LYNN	PO BOX 2098 FLAGSTAFF, AZ 86004
32	11504019	R0030987	2260 E CHISHOLM TRL	CAGIGAS MARK & MARY	2260 E CHISHOLM TRL FLAGSTAFF, AZ 86005
33	11504014	R0010692	2283 E CHISHOLM TRL	RUMPF MARY ELISE	2283 E CHISHOLM TRL FLAGSTAFF, AZ 86005
34	11504027B	R0059950	5421 S J DIAMOND RD	MORRISSEY RAY	5421 S J DIAMOND RD FLAGSTAFF, AZ 86005
35	11504015A	R0010693	5440 S J DIAMOND RD	HILBURN ELISA & MICHAEL D	5440 SJ DIAMOND RD FLAGSTAFF, AZ 86005
36	11504027A	R0059949	2256 E C O BAR TRL	ROGERS ROLAND SCOTT & MCLEOD MARY ANNE	2256 E C O BAR TRL FLAGSTAFF, AZ 86005
37	11504026	R0059948	2050 E CHISHOLM TRL	KYPTA JACKIE MARIE	2050 E CHISHOLM TRL FLAGSTAFF, AZ 86005
38	11503006	R0000945	4613 S LAKE MARY RD	STEVENSON ROBERT JR & MARILYN IVORY LIRA	4613 LAKE MARY RD FLAGSTAFF, AZ 86001
39	11504040A	R1376112	5332 S J DIAMOND RD	LIGGETT DEVON	5332 S J DIAMOND RD FLAGSTAFF, AZ 86005
40	11504029B	R0059952	2250 E C O BAR TRL	GONZALES ROBERT & SANDRA	2250 E CO BAR TRL FLAGSTAFF, AZ 86001
41	11504028	R0059951	5385 S J DIAMOND RD	SANCHEZ FAMILY TRUST DTD 02-12-07	305 NW CR 0008 CORSICANA, TX 75110
42	11504010A	R0349093	4610 S LAKE MARY RD	RONEY BOBBIJO	5229 BALBOA BLVD UN 14 ENCINO, CA 91316
43	11504025A	R0255169	2245 E C O BAR TRL	KINSOLVING CHILDRENS TRUST DTD 10-01-17	1507 N BEAVER ST FLAGSTAFF, AZ 86001
44	11504038A	R0059962	5380 S J DIAMOND RD	SANCHEZ FAMILY TRUST DTD 02-12-07	305 NW CR 0008 CORSICANA, TX 75110
45	11503008	R0000947	2140 E FRONTIER AVE	COOPER JILL R	2140 E FRONTIER AVE FLAGSTAFF, AZ 86005
46	11503004	R0000943	2100 E FRONTIER AVE	HOLEMAN JAMES R	218 S SAN FRANCISCO ST FLAGSTAFF, AZ 86001
47	11503003B	R0017117	4605 S LAKE MARY RD	SKUNK HOLLOW LLC	4619 S LAKE MARY RD NO 5 FLAGSTAFF, AZ 86005
48	11503003C	R0017118	4601 S LAKE MARY RD	COX JAMES & DEENA	4601 S LAKE MARY RD FLAGSTAFF, AZ 86005
49	11503003A	R0017116	4609 S LAKE MARY RD	SKUNK HOLLOW LLC	4619 S LAKE MARY RD NO 5 FLAGSTAFF, AZ 86005
50	11503002	R0017115	*N/A*	*N/A*	*N/A*
51	11503005	R0000944	2000 E FRONTIER AVE	AXXO HOLDINGS LLC	6086 E BARNEY DR FLAGSTAFF, AZ 86004

52	11503001A	R0018496	4631 S LAKE MARY RD	FLEMING PROPERTIES LLC	5620 N 69TH PL PARADISE VALLEY, AZ 85253

"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B

Last updated: January 27, 2022

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"Registry of Persons and Groups"
As Required in Zoning Code Section 10-20.30.080.B

Last updated: January 27, 2022

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sfinch@flrta.org
(928) 326-6008

Rachel Bass
3083 W. Easterday Lane
Flagstaff 86001
rsilverton@gmail.com

Requested Notification of
Zoning Code Text Amendments Only

David Hayward
Neighborhood Homes, LLC
510-331-3380
david@neighborhoodhomes.com

Barry Levitan
19 S San Francisco St
Flagstaff, AZ 86001
bllips@aol.com

1st Neighborhood Meeting Summary

Lake Mary Housing

Case Number: PZ-21-002130-1
Project Name: Lake Mary Housing
Location: NWC of Lake Mary Road and Frontier Road
Date Submitted: December 19, 2022

1. Project Description

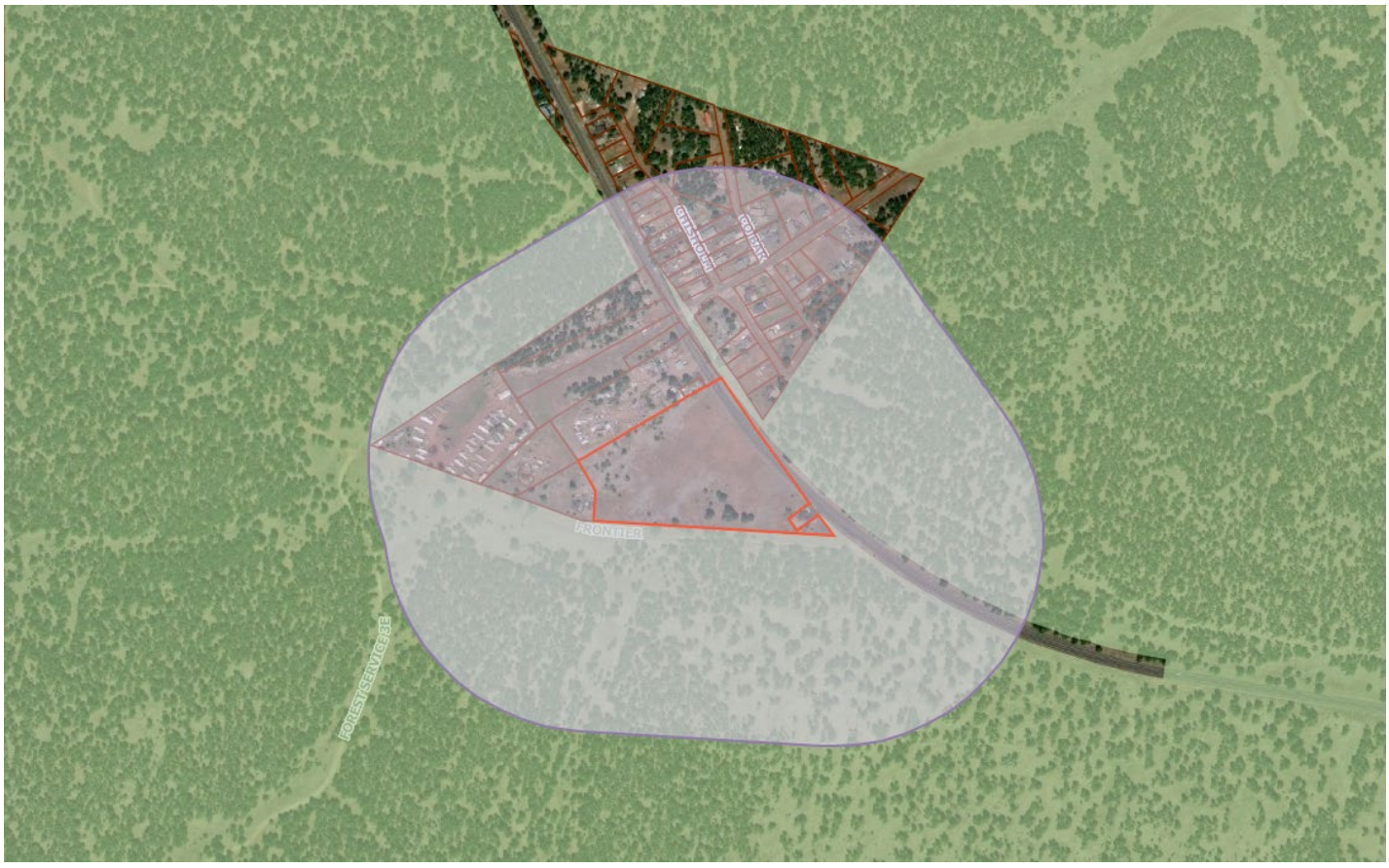
Case Number PZ-21-002130-1 is a request for a Zoning Map Amendment for the property generally located at the northwest corner of Lake Mary Road and Frontier Road, otherwise known as Coconino County Assessor's Parcel Number 115-03-001A (the "Property").

The request is to change the existing zoning designation of the Property from Estate Residential (ER) to High Density Residential (HR) to accommodate the development of the Property with a proposed multi-family residential development (the "Project").

2. Notification

Site Posting: On **October 24, 2022**, a public notice sign was installed at the Property by the Applicant.

Mailed Notice: On **October 24, 2022**, notices were mailed first class to all property owners within 1,100-feet of the property and all registered neighborhood organizations (as provided by the City of Flagstaff). One (1) email was sent to a neighborhood organization with the same contents that were mailed out.



3. Neighborhood Meeting

A. **November 10, 2022**: The Applicant and Applicant's representatives hosted a hybrid (in-person and virtual) meeting at the Courtyard by Marriott Flagstaff (2650 S Beulah Blvd, Flagstaff, AZ 86001), which included a virtual attendance option via Zoom. There were approximately twenty-nine (29) interested persons who attended (23 in-person and 6 virtual).At this neighborhood meeting, the development team reviewed and discussed the Project site with the aid of a PowerPoint slide show. The development team reviewed the status of the application, tentative timelines for each stage of the Project, and the overall community and regional need for the Project. After the presentation there was a question-and-answer period. The development team set up stations around the room to allow for an intimate review and discussion of the Project site with the aid of poster boards. The Applicant's representatives took notes to record questions, concerns, and comments raised at the meeting. The neighborhood meeting lasted approximately one (1) hour. Comment cards were provided, and the responses returned to the Applicant's representatives. Attendees were also encouraged to contact the Applicant's representatives with any additional questions or comments that they may have after the conclusion of the meeting.

4. Statements, Concerns, Issues, and Problems Raised by Stakeholders

Questions, comments and concerns raised by those in attendance and via zoom pertained to: (1) the total number of units proposed for the Project; (2) whether there will be sidewalks on both sides of Lake Mary Road; (3) the impact to wildlife as a result of the development of the Project; (4) the anticipated monthly rent for each unit type; (5) improvements that will be made to Lake Mary Road as part of the Project; (6) the unavailability of cell service in the area; (7) plans for the payment of additional City services that would be needed upon the development of the Project; (8) traffic on Lake Mary Road and on Frontier Road; (9) the benefit(s) to Flagstaff residents; (10) utility improvements needed to serve the Project; (11) the Property's existing zoning entitlements; (12) the minimum lease term for the Project's units; (13) plans for access to/from the Property; and (14) timing and next steps for the Zoning Map Amendment application.

The applicant and development team responded to the questions, comments and concerns raised by those in attendance and via Zoom. In summary responses to comments, concerns, or questions included:

- Sidewalks will be added along the west side of Lake Mary Road along the property frontage, providing a safer means for pedestrians walking along Lake Mary Road adjacent to the property
- Developer is proposing a for rent product at this time with 12-month leases. 20% of the units will be at "Affordable Housing" rates.
- No perimeter fence is proposed at this time that would restrict movement of any wildlife
- Project rents: Townhomes are anticipated to be $1,750-$2,000 and the Flats $1,500-$1,800.

- Developer will be installing right turn lanes and left turn pockets in Lake Mary Road for ingress and egress to the development. The project proposes two driveways.
- Developer is responsible for the cost of any new services needed. The developer will be fully paying for utilities for the development and extension of the sewer line.
- Flagstaff is in a housing crisis, this will be bring 202 new dwelling units online for those who want to live in the City.
- There is no proposed vehicular access along Frontier Road (Forest Service Road) to the proposed development.
- The developer will not be paying to hook sewer up to nearby homes.
- The existing zoning is Estate Residential, which allows for large lot single family housing. The request is to change the zoning to High Density Residential.
- There will be two entrances/exits from Lake Mary Road. There are no proposed access points along Frontier Road.
- The Regional Plan designates this parcel as “Suburban Area” which permits a density up to 13 dwelling units per acre. The Regional Plan states that properties designated for 'suburban neighborhood' land uses are intended to include single-family and multi-family developments in the periphery areas of the City (outside the City center)
- Notices were sent to all property owners within 1,100 feet. If you signed in a notice will be sent to you for all future communications.
- There will be 439 parking spaces associated with this development through a combination of garage and surface parking. A traffic impact study was prepared and is part of our application.
- A sewer line will be extended to the development. New connections will not be made to nearby neighborhood but will be available for future developments.
- The Project will follow Flagstaff's Dark Sky Light Ordinance which will ensure the existing character is maintained.
- The City does not currently have any plans to expand bus service along Lake Mary Road.
- The project will not be changing any speed limits along Lake Mary Road.

2nd Neighborhood Meeting Report

Lake Mary Housing

Case Number: PZ-21-00213-01
Project Name: Lake Mary Housing
Location: NWC of Lake Mary Road and Frontier Avenue
Date Submitted: April 19, 2023

1. Project Description

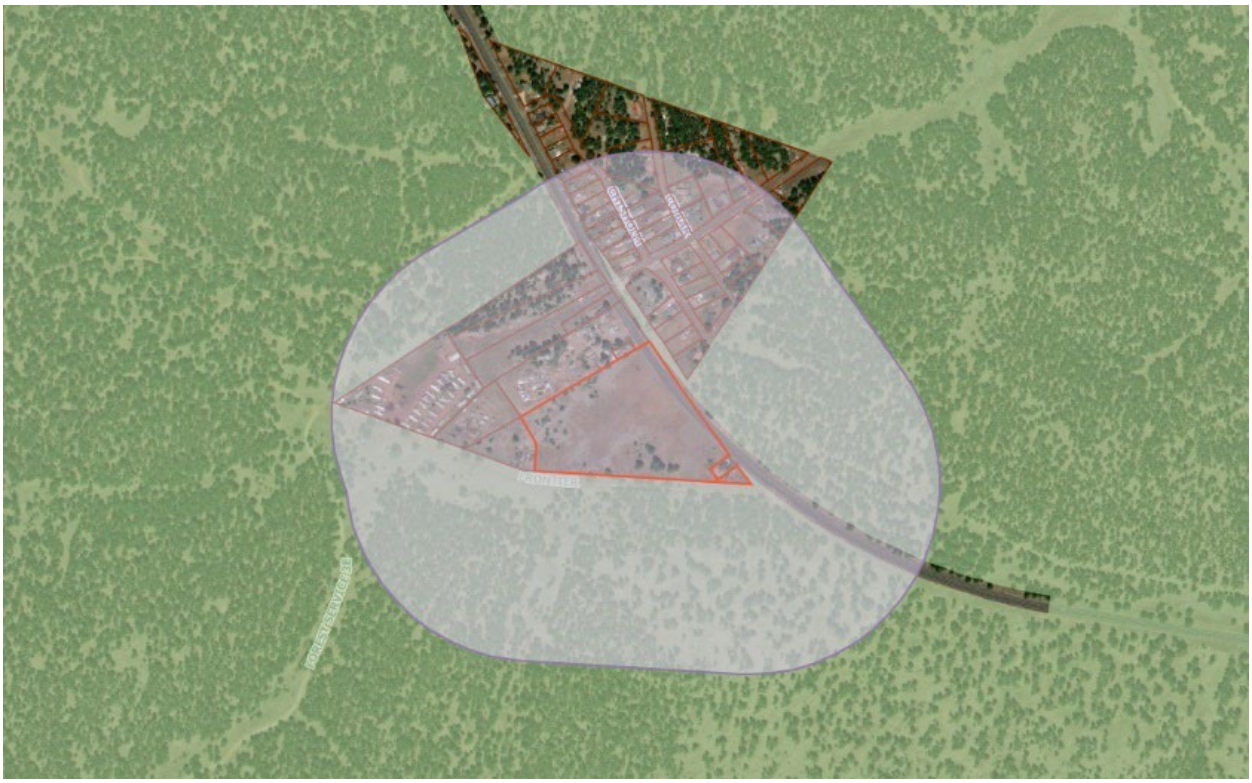
Case Number PZ-21-00213-01 is a request for a Zoning Map Amendment for the property generally located at the northwest corner of Lake Mary Road and Frontier Avenue, otherwise known as Coconino County Assessor's Parcel Number 115-03-001A (the "Property").

The request is to change the existing zoning designation of the Property from Estate Residential (ER) to High Density Residential (HR) to accommodate the development of the Property with a proposed multi-family residential development ("Lake Mary Housing").

2. Notification

Site Posting: **On February 28, 2023**, a public notice sign was installed at the Property by the Applicant. The Sign Posting Affidavit is attached as Exhibit A.

Mailed Notice: **On February 28, 2023**, notices were mailed first class to all property owners and tenants within 1,100-feet of the property, registered neighborhood organizations (as provided by the City of Flagstaff), and individuals who provided contact information at the first neighborhood meeting held on November 10, 2022. Three (3) emails were also sent to neighborhood organization contacts with the same contents included in the mailing notice. A copy of the Mailing Notice Affidavit which includes the notice letter, the email sent, and a list of those who received notices are attached as Exhibit B.



3. Neighborhood Meeting

A. March 15, 2023: The Applicant and Applicant's representatives hosted a hybrid (in-person and virtual) meeting at the Flagstaff Aquaplex (1702 N Fourth St, Flagstaff, AZ 86004), which included a virtual attendance option via Zoom. There were approximately twenty-four (24) interested persons who attended the meeting (17 in-person and 7 virtual). The development team set up stations around the room consisting of poster boards with information about the Lake Mary Housing development proposal and rezoning application to allow for an intimate review and discussion. The development team reviewed the status of the application, tentative timelines for each stage of the Lake Mary Housing development proposal, and the overall community and regional need for the development. One of the Applicant's representatives facilitated the virtual component of the meeting by sharing presentation slides on Zoom that mirrored the in-person poster boards, by providing an opportunity for virtual attendees to ask questions and prove comments, and by responding to comments and questions from virtual attendees. The Applicant's representatives responded to questions and comments from those who attended the meeting. The neighborhood meeting lasted approximately one (1) hour. Comment cards were provided to attendees, and the responses were returned to the Applicant's representatives. These comment cards are attached as Exhibit C. Attendees were also encouraged to contact the Applicant's representatives with any additional questions or comments that they may have after the conclusion of the meeting.

4. Statements, Concerns, Issues, and Problems Raised by Stakeholders

Questions, comments and concerns raised by those in attendance and via Zoom pertained to: (1) improvements that will be made to Lake Mary Road; (2) traffic on Lake Mary Road and on Frontier Avenue as a result of the proposed development; (3) the Property's existing zoning entitlements; (4) sewer infrastructure improvements to be constructed to serve the proposed development, and (5) the potential for nearby property owners to connect to the sewer improvements to be installed by the developer.

The applicant and development team responded to the questions, comments, and concerns raised by those in attendance and via Zoom. In summary, responses to comments, concerns, or questions included the following:

- Developer is responsible for the costs of installing any new water and sewer infrastructure improvements needed to serve the development The developer will be paying for and constructing water and sewer infrastructure improvements needed to serve the development, including a pressurized sewer line that will be privately owned and operated by the developer.
- The developer intends to permit other property owners to connect to the privately owned and operated sewer infrastructure improvements to be installed by the developer, provided a fee is paid for the connection.

- The developer will construct two entrances/exits to the development from Lake Mary Road, each with dedicated turn/deceleration lanes. There will be no access points along Frontier Road and no improvements are planned to be made to Frontier Road.
- As part of the development, the developer will make improvements to Lake Mary Road to include curb, gutter, sidewalk, and a bike lane.
- Developer is proposing a for rent product at this time with 12-month leases. 20% of the units will be at affordable housing rates in accordance with the City's requirements for affordable housing.
- The existing zoning is Estate Residential, which allows for large lot single family housing. The rezoning request is to change the zoning to High Density Residential.
- The Regional Plan designates this parcel as "Suburban Area" which permits a density up to 13 dwelling units per acre. The Regional Plan states that properties designated for 'suburban neighborhood' land uses are intended to include single-family and multi-family developments in the periphery areas of the City (outside the City center)
- As determined by the traffic study included with the rezone application, Lake Mary Road has the capacity to handle the additional traffic anticipated to be generated by the proposed development.

5. Neighborhood Meeting Report Mailing

The Neighborhood Meeting Report, which summarized the neighborhood meeting held on March 15, 2023, was mailed out or emailed on April 13, 2023 to all persons who legibly provided address information on the sign-in sheet provided at the neighborhood meeting or attended virtually and provided their information. This mailing included a brief cover letter explaining the purpose of the neighborhood meeting summary report and included contact information for the applicant's representatives. A copy of the mailed cover letter and Neighborhood Meeting Report is attached as Exhibit D. An Affidavit of this notice is attached as Exhibit E.

Exhibit A: Public Notice Sign

Affidavit of Sign Posting

Case Number: PZ-21-002130-1

Project Name: Lake Mary Housing

Applicant Name: Mike Maerowitz

Location: NWC of Lake Mark Road and Frontier Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above and the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _____

SUBSCRIBED AND SWORN before me this 28 day of February, 2023 by:

Rosalind M. Rodriguez
Notary Public

ROSALIND M. RODRIGUEZ
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 591391
Expires October 5, 2024

My Commission Expires:

October 5, 2024

This form serves as an affidavit for the 2nd Neighborhood Meeting Notification.

Feb 28, 2023 at 12:36:07 PM
4623 S Lake Mary Rd
Flagstaff AZ 86005
United States
Coconino National Forest
City of Flagstaff
Neighborhood Meeting
NEIGHBORHOOD MEETING: March 15, 2023 FROM 6:00 P.M. – 7:00 P.M.
LOCATION OF MEETING: Flagstaff Aquaplex
AND VIRTUAL (ZOOM)
To participate in the virtual meeting, please utilize the meeting access link at:
https://swlaw.zoom.us/j/92220314611?pwd=aiBRcWRBckVicDcSRXdzQjZhZjErdz09
Passcode: 167051
Or
Call-in to listen to the virtual meeting: Dial (602)753-0140, Enter Meeting ID 92220314611, then
Meeting Passcode 167051.
REQUEST: Rezone from Estate Residential (ER) to High Density Residential (HR)
PROPOSAL: Multi-family housing community
GENERAL LOCATION: Northwest corner of Lake Mary Road and Frontier Road
ADDRESS: 4631 South Lake Mary Road
PARCEL NO: 115-05-001A
SIZE OF SITE: 13.96 acres (gross)
CASE # PZ-21-00213-01
APPLICANT: Atlantic Developments & Investments, Inc.
CONTACT: Noel Griemsmann, Snell & Wilmer, LLP
Planning & Development Services Division Contact:
Posting Date: 2.28.23

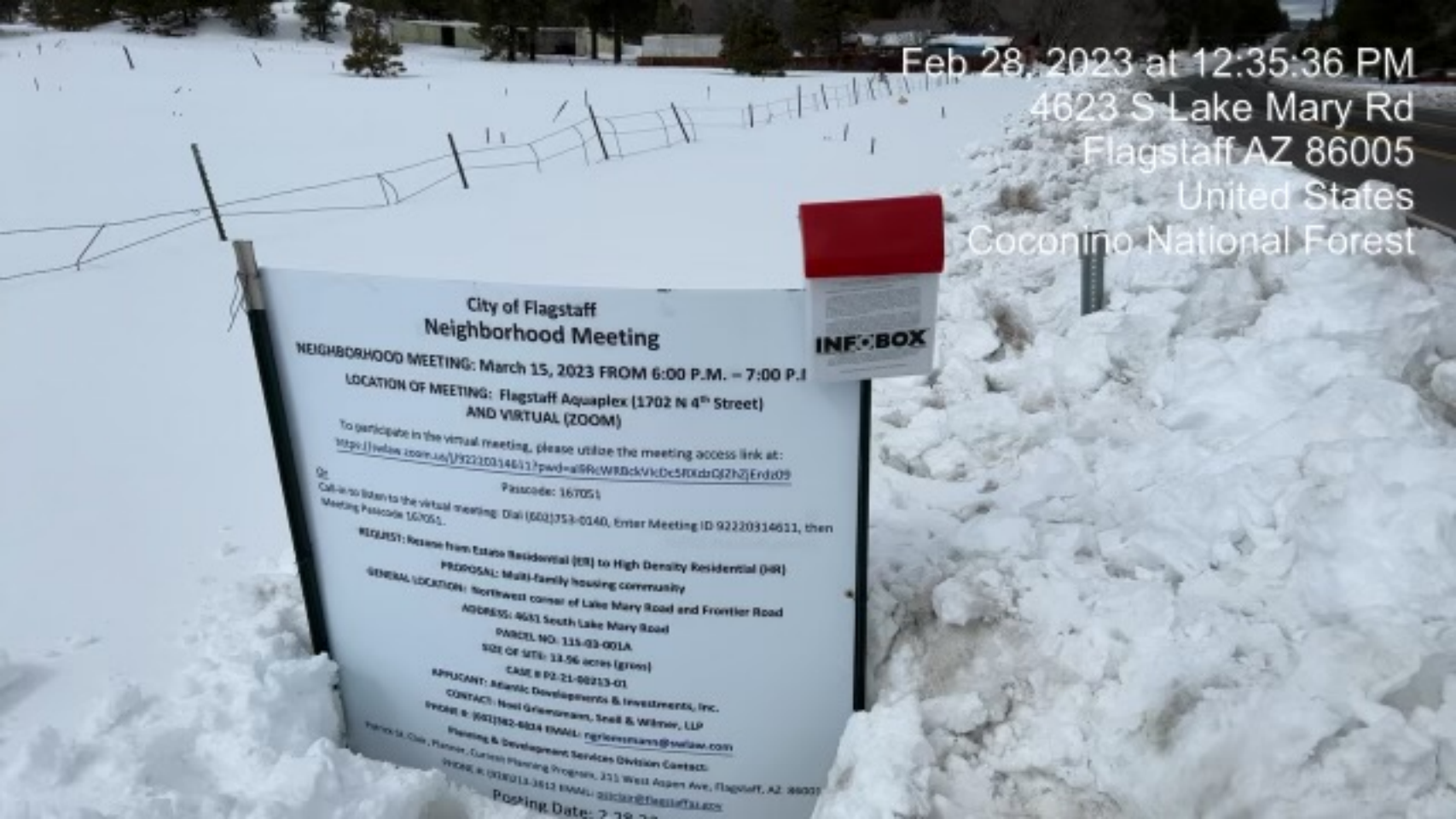

Feb 28, 2023 at 12:35:36 PM
4623 S Lake Mary Rd
Flagstaff AZ 86005
United States
Coconino National Forest
INFOBOX
City of Flagstaff
Neighborhood Meeting
NEIGHBORHOOD MEETING: March 15, 2023 FROM 6:00 P.M. – 7:00 P.M
LOCATION OF MEETING: Flagstaff Aquaplex (1702 N 4th Street)
AND VIRTUAL (ZOOM)
To participate in the virtual meeting, please utilize the meeting access link at:
Passcode: 167051
Call-in to listen to the virtual meeting: Dial (602)753-0140, Enter Meeting ID 92220314611, then Meeting Passcode 167051.
REQUEST: Rezone from Estate Residential (ER) to High Density Residential (HR)
PROPOSAL: Multi-family housing community
GENERAL LOCATION: Northwest corner of Lake Mary Road and Frontier Road
ADDRESS: 4631 South Lake Mary Road
PARCEL NO. 115-03-001A
SIZE OF SITE: 13.96 acres (gross)
CASE # P2-21-00213-01
APPLICANT: Atlantic Developments & Investments, Inc.
CONTACT: Noel Griemsmann, Snell & Wilmer, LLP
Planning & Development Services Division Contact:
Posting Date:

Exhibit B: Notice Letter, Emails, and List of Recipients

Snell & Wilmer

Understanding what makes *you* unique.®

Zoning Group

Nick Wood, Esq
Attorney

Chris Colyer, Esq
Attorney

Michael Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Ty Utton
Assistant Planner

Lake Mary Housing

Notification Letter

Snell & Wilmer
ONE EAST WASHINGTON STREET
SUITE 2700
PHOENIX, AZ 85004-2202
602.382.6000 P
602.382.6070 F

Michael Maerowitz
(602) 382-6494
mmaerowitz@swlaw.com

February 28, 2023

Re: Second Neighborhood Meeting Notification for the Property Located at the Northwest Corner of Lake Mary Road and Frontier Road in Flagstaff, Arizona

Dear Property Owner or Neighborhood Organization Representative:

The purpose of this letter is to inform you that, on behalf of Atlantic Development & Investments, Inc. ("Atlantic"), we have filed a zoning map amendment application (Case No. PZ-21-002130-1) with the City of Flagstaff for an approximately 14-acre site located at the northwest corner of Lake Mary Road and Frontier Road in Flagstaff, Arizona (Parcel No. 115-03-001A) addressed as 4631 South Lake Mary Road (Exhibit A) (the "Property"). The request is to change the existing zoning designation of the Property from Estate Residential (ER) to High Density Residential (HR) to accommodate the development of a multi-family residential community on the Property, called "Lake Mary Housing".

Atlantic is one of the nation's most successful developers of affordable housing communities and the largest affordable housing developer in the state of Arizona. On December 1, 2020, the City of Flagstaff declared a housing crisis within the City. Hearing the affordable housing crisis in Flagstaff, Atlantic, with its extensive background in developing affordable housing, chose Flagstaff for their next development to help solve the housing crisis by expanding housing options for the residents of Flagstaff as well as incorporating affordable housing units.

Lake Mary Housing will be a multifamily for rent community featuring two (2) different styles of rental homes with a variety of bedroom counts. A majority of the housing units will be designed as "Townhome" units with two and three bedrooms. The townhome units will be for rent but will be designed to have a similar character as a single-family home, rather than a traditional "apartment". In the western portion of the development, there will be more traditional "flat" style multifamily dwellings for rent.

A total of 202 residences are proposed for Lake Mary Housing, which will include a mix of one, two, and three-bedroom units. Amenity areas are placed throughout the development with the main amenity area along the western side of the proposed development. Amenities proposed include a clubhouse, pool, ramada, seating areas, fire pits, barbeques, and play areas.

Our rezoning request is currently in review with the City's Planning and Development Services staff. During this initial review period, we would like to invite you to a second neighborhood meeting to meet the development team and discuss the development proposal. We have scheduled the second neighborhood meeting as follows:

Neighborhood Meeting

Date/Time:	**March 15, 2023 from 6:00 p.m. – 7:00 p.m.** Meeting will be held **in person** and **virtually.**
Location:	**Flagstaff Aquaplex (1702 N 4th Street)** To participate in the virtual meeting, please utilize the meeting access link at: https://swlaw.zoom.us/j/92220314611?pwd=ai9RcWRBckVIcDc5RXdzQlZhZjErdz09 Passcode: 167051 Or Call-in to listen to the virtual meeting: Dial (602)753-0140, Enter Meeting ID 92220314611, then Meeting Passcode 167051.

You are welcome to participate in this meeting to learn about the development and the rezoning request.

Please feel free to contact me or Noel Griemsmann, AICP, Senior Urban Planner, at (602) 382-6824 or via e-mail to ngriemsmann@swlaw.com should you have any questions regarding this proposal, wish to express your thoughts, have any issues participating in the virtual neighborhood meeting and/or request reasonable assistance with respect to this notice.

The City of Flagstaff Planner assigned to this case is Patrick St. Clair. Mr. St. Clair can be reached at (928) 213-2612 or via email to pstclair@flagstaffaz.gov. Mr. St. Clair can answer your questions regarding the City review and hearing processes.

You may also make your opinions known on this case by emailing or writing to the City of Flagstaff Planning & Development Services Department, 211 West Aspen Avenue, Flagstaff, Arizona 86001, referencing the case numbers on the first page of this letter. Your email/letter will

be made part of the case file. Please copy pstclair@flagstaffaz.gov and ngriemsmann@swlaw.com on any email correspondence.

Again, I would be happy to answer any questions or discuss any comments that you may have regarding this proposal. Thank you for your attention to this letter.

Very truly yours,

Snell & Wilmer

Michael Maerowitz

Michael Maerowitz

Exhibit A – Site Aerial

DENSITY NARRATIVE

THE PROJECT PROPOSES A BASE MAXIMUM DENSITY OF 13 UNITS PER ACRE. THE DEVELOPMENT WILL INCORPORATE WORKFORCE HOUSING AND UTILIZE THE DENSITY BONUS AVAILABLE PER THE AFFORDABLE HOUSING INCENTIVES TO ACHIEVE TARGET DENSITY OF 14.5 DU/ACRE. MORE SPECIFICALLY, ATLANTIC IS PROPOSING 20% AFFORDABLE HOUSING FOR THE DEVELOPMENT. BASED ON THE GROSS ACREAGE OF THE SITE, 13.96 ACRES, THE MAXIMUM NUMBER OF UNITS PERMITTED IS 181 UNITS (AT 13 DU/ACRE). USING THE DENSITY MULTIPLIER PER TABLE 10-30.20.020.A, THE DENSITY BONUS IS UP TO 45%. THE TOTAL NUMBER OF UNITS POTENTIALLY PERMITTED WITH THE DENSITY MULTIPLIER WOULD BE 262 UNITS (181 UNITS + 81 DENSITY BONUS UNITS). THE SITE PLAN AS CURRENTLY DESIGNED PROVIDES 202 TOTAL UNITS, WHICH IS UNDER THE MAXIMUM THAT IS PERMITTED BASED ON THE PERCENTAGE OF AFFORDABLE UNITS PROVIDED. THIS UNIT COUNT ALLOWS FOR THE DENSITY NEEDED TO PROVIDE THE APPROPRIATE INFRASTRUCTURE TO THE DEVELOPMENT, WHILE NOT MAXING OUT THE NUMBER OF UNITS PERMITTED ON THE SITE

BUILDING AREAS

BLDG#	TYPE	AREA	BLDG#	TYPE	AREA
1	3	4,380 S.F.	15	11	16,560 S.F.
2	1	6,350 S.F.	16	1	6,350 S.F.
3	2	6,554 S.F.	17	2	6,554 S.F.
4	1	6,350 S.F.	18	1	6,350 S.F.
5	2	6,554 S.F.	19	1	6,350 S.F.
6	1	6,350 S.F.	20	2	6,554 S.F.
7	2	6,554 S.F.	21	1	6,350 S.F.
8	1	6,350 S.F.	22	6	10,395 S.F.
9	10	6,582 S.F.	23	4	5,485 S.F.
10	7	5,475 S.F.	24	5	7,670 S.F.
11	7	5,475 S.F.	25	7	5,475 S.F.
12	9	3,753 S.F.	26	12	106,240 S.F.
13	8	5,940 S.F.	27	13	1,040 S.F.
14	4	5,485 S.F.	TOTAL		277,271 S.F.

FIRE LINE WATERLINE NARRATIVE

WATER MAIN THROUGHOUT THE SITE IS 8" PVC.
THE HYDRANTS ARE CONNECTED TO THE MAIN WITH 6" DIP.
THE SPRINKLER LINES ARE 4" PVC
THE DOMESTIC LINES WILL BE <2" PVC.

OPENSPACE & CIVIC SPACE AREAS:

OPENSPACE:

REQUIRED:
15% GROSS SITE = 608,908 S.F. x 15% = 91,336 S.F.
MIN 15 FT WIDE AND NO LESS THAN 400 S.F.

PROVIDED:
MULTIPLE OPENSPACE AREAS: 117,810 S.F.

CIVIC SPACE:

REQUIRED:
5% GROSS SITE = 608,908 S.F. x 5% = 30,445 S.F.

PROVIDED:
MULTIPLE CIVIC SPACES AREAS: 32,536 S.F.

VICINITY MAP:

SCALE: N.T.S.

LEGEND

- SETBACK LINE
- PROTECTED PONDEROSA PINE
- UNPROTECTED PONDEROSA PINE
- (F) FIRE RISER & FDC LOCATION
- PROPOSED FIRE HYDRANT, 6" LINE
- CONCRETE SIDEWALK
- PERVIOUS SURFACE
- PROPOSED DRAINAGE ARROW
- BUILDING NUMBER
- BUILDING TYPE
- (5) # OF SPACES IN ROW
- 9'X19' PARKING SPACE
- 9'X16'-6" WITH 2'-6" O.H.
- 9'X22' PARALLEL PARKING
- 35' INSIDE TURNING RADIUS
- 55' OUTSIDE TURNING RADIUS
- 20 FT WIDE
- IN ACCORDANCE WITH THE DEPT STDS
- PROPERTYLINE
- ACCESSIBLE PATH OF TRAVEL
- OPENSPACE AREA
- CIVIC SPACE AREA

REFUSE AND RECYCLING NARRATIVE:

THREE WASTE AND RECYCLING ENCLOSURE LOCATED THROUGH OUT THE SITE. THE ENCLOSURE IS CONSTRUCTED WITH CMU BLOCKS, STEEL GATES, CONCRETE FLOOR AND OPEN AIR ROOF BASED ON CITY STANDARDS. TENANTS ACCESS WASTE AND RECYCLE CONTAINERS VIA STEEL GATES. ON PICK UP DAYS WASTE SERVICE PERSONNEL ACCESS THE CONTAINERS VIA METAL GATES LOCATED ON THE DRIVE AISLE.

REQUIRED:
WASTE: 3 CUBIC YARDS OF PER 20 UNITS = 202 UNITS/20 = 10.1 x 3 C.Y. = 30.3 C.Y. PER WEEK
RECYCLE: 3 CUBIC YARDS OF PER 20 UNITS = 202 UNITS/20 = 10.1 x 3 C.Y. = 30.3 C.Y. PER WEEK

PROVIDED:
WASTE: THREE 6 C.Y. CONTAINERS WITH TWICE WEEK PICKUP WILL ALLOW FOR 36 C.Y. RECYCLE A WEEK
RECYCLE: THREE 6 C.Y. CONTAINERS WITH TWICE WEEK PICKUP WILL ALLOW FOR 36 C.Y. RECYCLE A WEEK

IMPERVIOUS AREAS: (REFER TO RESOURCE PROTECTION PLAN)

EXISTING:
NOT APPLICABLE, UNDEVELOPED SITE

PROPOSED:

DRIVE AISLE/PARKING AREAS:	169,367 S.F.
CONCRETE SIDEWALKS:	4,031 S.F.
ROOFTOPS:	168,520 S.F.
TOTAL INCREASE IN IMPERVIOUS AREA	341,918 S.F.
L.I.D. VOLUME REQUIRED	= 341,918 / 12 = 28,493 CU.FT.
PRELIMINARY ESTIMATE OF L.I.D. VOLUME SHOWN	32,417 CU.FT.

PROJECT DATA

OVERALL SITE DATA: 4631 S LAKE MARY RD, FLAGSTAFF, AZ 86001

SITE AREA: ±13.96 GROSS ACRES
±12.919 NET ACRES

FLOOD ZONE: ZONE "X" PER PANEL 04005C6819G

ZONING: EXISTING: ER – ESTATE RESIDENTIAL
PROPOSED: HR – HIGH DENSITY RESIDENTIAL
RESOURCE PROTECTION OVERLAY

EXISTING USE: VACANT LAND
PROPOSED USE: MULTI-FAMILY

MAXIMUM DENSITY ALLOWED: 22 MIN DU/NET AC
PROPOSED DENSITY: 14.5 DU/NET AC
BASE DENSITY: 13 DU/NET AC
MAXIMUM BUILDING HEIGHT: 60 FEET
PROPOSED BUILDING HEIGHT: TOWNHOMES 30/37 FEET (2&3 STORIES).
MULTI-FAMILY 46 FEET (3 STORIES).

LOT COVERAGE: (157,710 S.F. / 562,752 S.F NET) = 28%

TOTAL UNIT MIX (MF):

ONE BEDROOM UNITS:	35 (49.3%)
TWO BEDROOM UNITS:	30 (42.3%)
THREE BEDROOM UNITS:	6 (8.4%)
TOTAL:	71 D.U.

UNIT TYPE		GROSS AREA	UNITS	GROSS AREA
UNIT A1	1 BED/1 BA	686 S.F.	5	3,430 S.F.
UNIT A2	1 BED/1 BA	749 S.F.	8	5,992 S.F.
UNIT A3	1 BED/1 BA	811 S.F.	5	4,055 S.F.
UNIT A4	1 BED/1 BA	900 S.F.	6	5,400 S.F.
UNIT A6	1 BED/1 BA	771 S.F.	11	8,481 S.F.
UNIT B1	2 BED/2 BA	1,072 S.F.	11	11,792 S.F.
UNIT B2	2 BED/2 BA	1,174 S.F.	12	14,088 S.F.
UNIT B3	2 BED/2 BA	1,104 S.F.	7	7,728 S.F.
UNIT C1	3 BED/2 BA	1,408 S.F.	6	8,448 S.F.
TOTAL:			71 D.U.	69,414 S.F.
AVG. S.F.				978 S.F.

TOTAL UNIT MIX (TH):

TWO BEDROOM UNITS:	84 (64%)
THREE BEDROOM UNITS:	47 (36%)
TOTAL:	131 D.U.

UNIT TYPE		GROSS AREA	UNITS	GROSS AREA
AA (1095)	2 BED/2 BA	1,095 S.F.	19	20,805 S.F.
AB (1097)	2 BED/2 BA	1,097 S.F.	23	25,231 S.F.
AC (1175)	2 BED/DEN/2 BA	1,175 S.F.	26	30,550 S.F.
AD (1181)	2 BED/2 BA	1,181 S.F.	16	18,896 S.F.
BA (1283)	3 BED/2 BA	1,283 S.F.	10	12,830 S.F.
BB (1485)	3 BED/2 BA	1,485 S.F.	11	16,335 S.F.
BC (1638)	3 BED/2 BA	1,638 S.F.	13	21,294 S.F.
BD (1850)	3 BED/2 BA	1,850 S.F.	13	24,050 S.F.
TOTAL:			131 D.U.	169,991 S.F.
AVG. S.F.				1,298 S.F.
TOTAL OVERALL UNITS:			202 D.U.	

TOTAL PARKING:

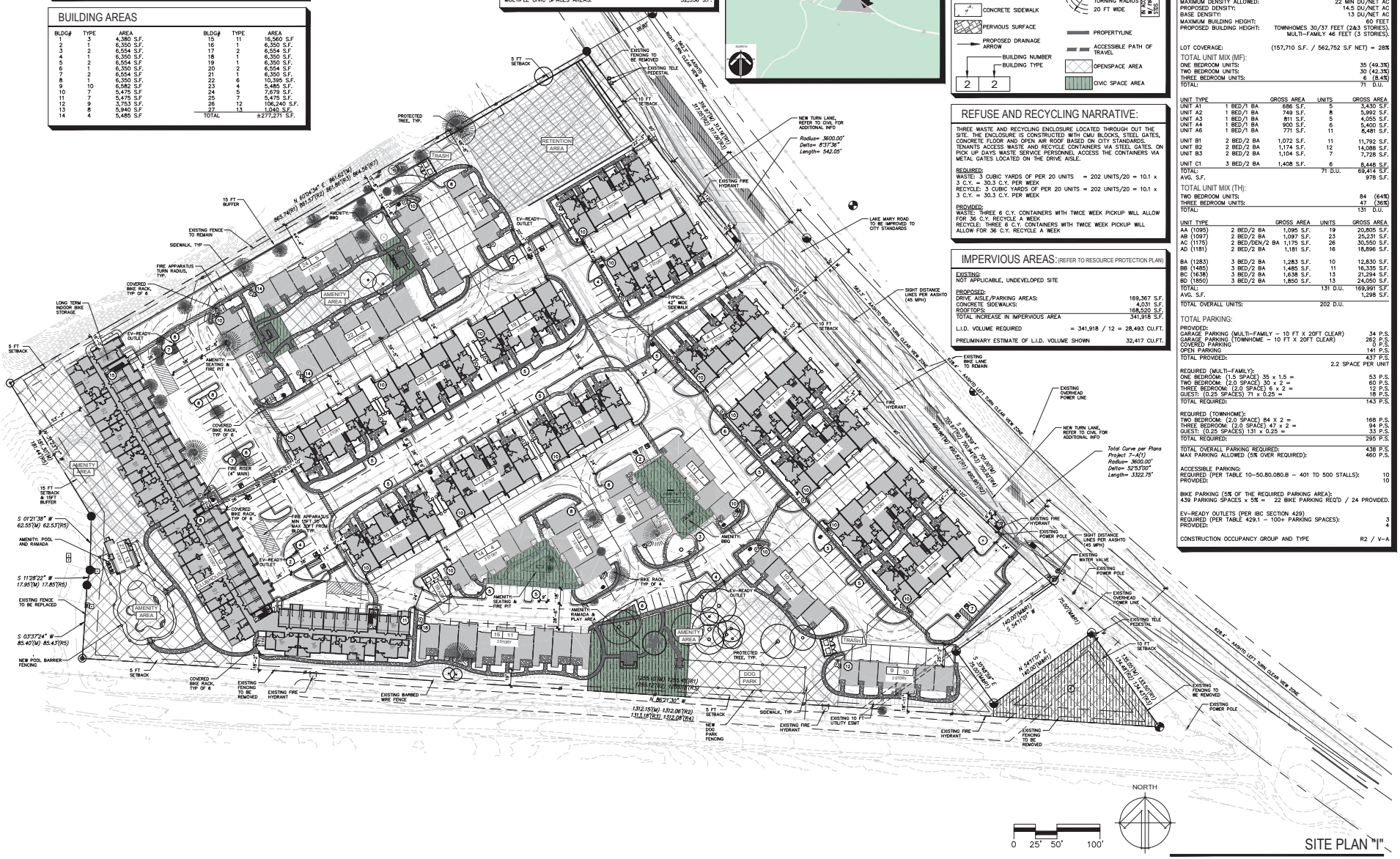
PROVIDED:	
GARAGE PARKING (MULTI-FAMILY – 10 FT X 20FT CLEAR)	34 P.S.
GARAGE PARKING (TOWNHOME – 10 FT X 20FT CLEAR)	262 P.S.
COVERED PARKING	0 P.S.
OPEN PARKING	141 P.S.
TOTAL PROVIDED:	437 P.S.
	2.2 SPACE PER UNIT
REQUIRED (MULTI-FAMILY):	
ONE BEDROOM: (1.5 SPACE) 35 x 1.5 =	53 P.S.
TWO BEDROOM: (2.0 SPACE) 30 x 2 =	60 P.S.
THREE BEDROOM: (2.0 SPACE) 6 x 2 =	12 P.S.
GUEST: (0.25 SPACES) 71 x 0.25 =	18 P.S.
TOTAL REQUIRED:	143 P.S.
REQUIRED (TOWNHOME):	
TWO BEDROOM: (2.0 SPACE) 84 X 2 =	168 P.S.
THREE BEDROOM: (2.0 SPACE) 47 x 2 =	94 P.S.
GUEST: (0.25 SPACES) 131 x 0.25 =	33 P.S.
TOTAL REQUIRED:	295 P.S.
TOTAL OVERALL PARKING REQUIRED:	438 P.S.
MAX PARKING ALLOWED (5% OVER REQUIRED):	460 P.S.

ACCESSIBLE PARKING:
REQUIRED (PER TABLE 10-50.80.080.B – 401 TO 500 STALLS): 10
PROVIDED: 10

BIKE PARKING (5% OF THE REQUIRED PARKING AREA):
439 PARKING SPACES x 5% = 22 BIKE PARKING REQ'D / 24 PROVIDED.

EV-READY OUTLETS (PER IBC SECTION 429)
REQUIRED (PER TABLE 429.1 – 100+ PARKING SPACES): 3
PROVIDED: 4

CONSTRUCTION OCCUPANCY GROUP AND TYPE R2 / V-A



biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

LAKE MARY HOUSING
Single Family & Apartment Residences
4631 S. LAKE MARY RD. FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
1 –
2 –
3 –
4 –
5

JOB NO: 21-028
SCALE: 1" = 50'
SHEET NO: A1.0

© BILTFORM ARCHITECTURE GROUP, INC.

PLANT LEGEND

TREES	SPECIFICATION
Pinus ponderosa Ponderosa Pine	6' Height
Pinus nigra Austrian Pine	6' Height
Populus tremuloides Quaking Aspen	3" Caliper
Platanus wrightii Arizona Sycamore	3" Caliper
Malus"Spring Snow" Spring Snow Crabapple	3.0" Caliper
Fraxinus pennsylvanica Green Ash	3" Caliper
Gledetsia triacanthos inermis Thornless Honeylocust	4" Caliper
Acer x freemanii Freeman Maple	3" Caliper
Prunus virginiana "Shubert" Canada Red Chokecherry	3" Caliper

SHRUBS	SIZE
Rosy Glow Barberry	5 Gallon
Potentilla fruiticosa "Gold Drop" Gold Drop Potentilla	5 Gallon
Spirea japonica "Little Princess" Little Princess Spirea	5 Gallon
Juniperus sabina "Arcadia" Arcadia Juniper	5 Gallon
Mahonia AZ. Compacta Oregon Grape	5 Gallon
Prunus v. melanocarpa Common Chokecherry	5 Gallon
Syringa patula "Miss Kim' Miss Kim Lilac	5 Gallon
Stringa meyeri palibin Dwarf Korean Lilac	5 Gallon
Rhus glabra Staghorn Sumac	5 Gallon
Cornus stolonifera Red Osier Dogwood	5 Gallon
Prunus cistena Purple Sandcherry	5 Gallon
Chaenomeles japonica Flowering Quince	5 Gallon

GROUNDCOVERS	SIZE
Juniperus horizontalis Creeping Juniper	1 Gallon
Mahonia repens Creeping Mahonia	1 Gallon
Teucrium chamaedrys Germander	1 Gallon
Verbena macdougalii New Mexican Vervain	1 Gallon
Festuca arizonica Arizona Fescue	SEED

LANDSCAPE MATERIALS
(Contractor to submit sample for approval)
Shredded Mulch 3" Depth

NORTH
0 25' 50' 100'

LANDSCAPE PLAN

biltform landscape architecture

biltform landscape architecture group, inc.
11460 North Cave Creek Rd., suite 6
phoenix , arizona 85020
Phone 602.265.9200 Fax 602.265.9229
email; dave@biltform.com

33370 DAVID G. FLYNN 6/17/22 Registered Professional LANDSCAPE ARCHITECT ARIZONA, U.S.A.

LAKE MARY HOUSING
Single Family & Apartment Residences
FLAGSTAFF, ARIZONA

PROJECT NAME:
PROJECT OWNER:
ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-258-0506

REVISIONS:
1 REVISED 2-23-23
2
3
4
5

JOB NO: 21-028L
DATE: June 17, 2022
SCALE: 1" = 50'-0"
SHEET NO:
L 1.1

1 of 1

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biltform architecture

LAKE MARY HOUSING

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.

01-04-2023

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01-04-2023

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01-04-2023

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Zoning Group

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Attorney

Chris Colyer, Esq
Attorney

Michael Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Ty Utton
Assistant Planner

Lake Mary Housing

1,100-ft Property Owner Mailing List

AXXO HOLDINGS LLC
6086 E BARNEY DR,
FLAGSTAFF, AZ 86004

BLACK BRADY RAY
2206 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

BOJORQUEZ FAMILY TRUST DTD 12-10-13
1166 RORDEN AVE,
SELMA, CA 93662

BOYES KRISTIN R
2272 CO BAR TRL,
FLAGSTAFF, AZ 86005

CAGIGAS MARK & MARY
2260 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

CHAVEZ MICHAEL L
2117 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

CONTRERAS PETE LIVING TRUST DTD 06-09-99
2155 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

COOPER JILL R
2140 E FRONTIER AVE
FLAGSTAFF, AZ 86005

COX JAMES & DEENA
4601 S LAKE MARY RD
FLAGSTAFF, AZ 86005

CUTBIRTH WILSON J
4588 S LAKE MARY RD
FLAGSTAFF, AZ 86005

DARRIS MARC A & VICTORIA L
2255 E C O BAR TRL FLAGSTAFF, AZ 86005

DENNEHY BRYAN M
2116 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

FLAGSTAFF OZ VENTURES LLC
15957 N 81ST ST NO 101
SCOTTSDALE, AZ 85260

FRONTIER HOMESITES LLC
2206 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

GONZALES ROBERT & SANDRA
2250 E CO BAR TRL,,
FLAGSTAFF, AZ 86001

HAMRAH TRUST DTD 03-01-04
4635 S LAKE MARY RD
FLAGSTAFF, AZ 86005

HILBURN ELISA & MICHAEL D
5440 SJ DIAMOND RD,
FLAGSTAFF, AZ 86005

HOLEMAN JAMES R
218 S SAN FRANCISCO ST
FLAGSTAFF, AZ 86001

JAUREGUI ALFRED JOE
309 S QUARTZ ST,
GILBERT, AZ 85296

JOSEPH FRANCES E
4576 S LAKE MARY RD
FLAGSTAFF, AZ 86005

KINSOLVING CHILDRENS TRUST DTD 10-01-17
1507 N BEAVER ST,
FLAGSTAFF, AZ 86001

KYPTA JACKIE MARIE
2050 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

LIGGETT DEVON
5332 S J DIAMOND RD
FLAGSTAFF, AZ 86005

LLOYD JOHN H III
2143 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

MARTINEZ LIVING TRUST DTD 02-05-21
2248 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

MORRISSEY RAY
5421 S J DIAMOND RD
FLAGSTAFF, AZ 86005

PALMER DARRIS & AMANDA LYNN
PO BOX 2098,
FLAGSTAFF, AZ 86004

PALMER DARRIS & AMANDALYNN
PO BOX 2086,
FLAGSTAFF, AZ 86002

PESUTI SAMUEL A
2241 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

PICKETT RICHARD ORLIE
4596 S LAKE MARY RD
FLAGSTAFF, AZ 86005

POWER JAMES W
2380 E C O BAR TRL,
FLAGSTAFF, AZ 86005

PURDY DAISY D
2140 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

ROGERS ROLAND SCOTT &
MCLEOD MARY ANNE
2256 E C O BAR TRL,
FLAGSTAFF, AZ 86005

RONEY BOBBIJO
5229 BALBOA BLVD UN 14
ENCINO, CA 91316

RUMPF MARY ELISE
2283 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

SANCHEZ FAMILY TRUST DTD 02-12-07
305 NW CR 0008,
CORSICANA, TX 75110

SKUNK HOLLOW LLC
4810 N CHISOLM TRL,
BISBEE, AZ 85603

SMITH PATRICIA B
402 ROOSEVELT AVE,
REDWOOD CITY, CA 94061

STEVENSON ROBERT JR &
MARILYN IVORY LIRA
4613 S LAKE MARY RD
FLAGSTAFF, AZ 86001

TAYLOR MICHAEL E & LAURA R
2020 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

WOLFE CATHY
2206 E CHISHOLM TRL
FLAGSTAFF, AZ 86005

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Nick Wood, Esq
Attorney

Chris Colyer, Esq
Attorney

Michael Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Ty Utton
Assistant Planner

Lake Mary Housing

1,100-ft Resident/Renter Mailing List

RESIDENT
4619 S LAKE MARY, UNIT 1
FLAGSTAFF,AZ 86005

RESIDENT
4619 S LAKE MARY, UNIT 2
FLAGSTAFF,AZ 86005

RESIDENT
4619 S LAKE MARY, UNIT 3
FLAGSTAFF,AZ 86005

RESIDENT
4619 S LAKE MARY, UNIT 4
FLAGSTAFF,AZ 86005

RESIDENT
4619 S LAKE MARY, UNIT 5
FLAGSTAFF,AZ 86005

RESIDENT
4619 S LAKE MARY,
FLAGSTAFF,AZ 86005

DON VALICH
2000 E FRONTIER AVE, LOT 1
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 2
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 3
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 4
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 5
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 6
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 7
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 8
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 9
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 10
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 11
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 12
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 13
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 14
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 15
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 16
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 17
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 18
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 20
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 22
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 24
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 26
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 30
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 32
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 34
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 36
FLAGSTAFF,AZ 86005

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2000 E FRONTIER AVE, UNIT 38
FLAGSTAFF,AZ 86005

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2000 E FRONTIER AVE, UNIT 39
FLAGSTAFF,AZ 86005

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2000 E FRONTIER AVE, UNIT 40
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 41
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 42
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 43
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 44
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 45
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 46
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 47
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 48
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 49
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 50
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE, UNIT 51
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE,
FLAGSTAFF,AZ 86005

RESIDENT
5358 S J DIAMOND RD., UNIT 1
FLAGSTAFF,AZ 86005

RESIDENT
5358 S J DIAMOND RD., UNIT 2
FLAGSTAFF,AZ 86005

RESIDENT
5358 S J DIAMOND RD., UNIT 3
FLAGSTAFF,AZ 86005

RESIDENT
5358 S J DIAMOND RD., UNIT 4
FLAGSTAFF,AZ 86005

RESIDENT
5358 S J DIAMOND RD., UNIT 5
FLAGSTAFF,AZ 86005

RESIDENT
5358 S J DIAMOND RD.,
FLAGSTAFF,AZ 86005

RESIDENT
4601 S LAKE MARY RD, UNIT 1
FLAGSTAFF,AZ 86005

RESIDENT
4601 S LAKE MARY RD, UNIT 2
FLAGSTAFF,AZ 86005

RESIDENT
4601 S LAKE MARY RD,
FLAGSTAFF,AZ 86005

RESIDENT
2000 E FRONTIER AVE,
FLAGSTAFF, AZ 86005

RESIDENT
5447 S J DIAMOND RD,
FLAGSTAFF, AZ 86005

RESIDENT
5315 S J DIAMOND RD,
FLAGSTAFF, AZ 86005

RESIDENT
5345 S J DIAMOND RD,
FLAGSTAFF, AZ 86005

RESIDENT
4631 S LAKE MARY RD,
FLAGSTAFF, AZ 86005

RESIDENT
2100 E FRONTIER AVE,
FLAGSTAFF, AZ 86005

RESIDENT
4582 S LAKE MARY RD,
FLAGSTAFF, AZ 86005

RESIDENT
4584 S LAKE MARY RD,
FLAGSTAFF, AZ 86005

RESIDENT
2245 E C O BAR TRL,
FLAGSTAFF, AZ 86005

RESIDENT
2255 E CHISHOLM TRL,
FLAGSTAFF, AZ 86005

RESIDENT
2275 E CHISHOLM TRL,
FLAGSTAFF, AZ 86005

RESIDENT
4610 S LAKE MARY RD,
FLAGSTAFF, AZ 86005

RESIDENT
5420 S J DIAMOND RD,
FLAGSTAFF, AZ 86005

RESIDENT
5385 S J DIAMOND RD,
FLAGSTAFF, AZ 86005

RESIDENT
5380 S J DIAMOND RD,
FLAGSTAFF, AZ 86005

RESIDENT
4605 S LAKE MARY RD,
FLAGSTAFF, AZ 86005

RESIDENT
4609 S LAKE MARY RD,
FLAGSTAFF, AZ 86005

RESIDENT
2238 E C O BAR TRL,
FLAGSTAFF, AZ 86005

RESIDENT
2268 E C O BAR TRL,
FLAGSTAFF, AZ 86005

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Nick Wood, Esq
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Attorney

Michael Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Ty Utton
Assistant Planner

Lake Mary Housing

Past Neighborhood Meeting Attendees

TIM HAMRAH
4635 LAKE MARY RD,
FLAGSTAFF, AZ 86005

FRAN JOSEPH
4576 LAKE MARY RD,
FLAGSTAFF, AZ 86005

MARY VASQUEZ-POWELL
2102 N NAVAJO DR,
FLAGSTAFF, AZ 86001

KENT POWELL
2102 N NAVAJO DR,
FLAGSTAFF, AZ 86001

M ELISE RUMPF
2283 E CHISHOLM TRAIL,
FLAGSTAFF, AZ 86005

CHUCK SEPPAUEN
2283 E CHISHOLM TRAIL,
FLAGSTAFF, AZ 86005

RANDY
2000 E FRONTIER AVE,
FLAGSTAFF, AZ 86005

MICHAEL OELLY
441 LAKE MARY RD,
FLAGSTAFF, AZ 86005

MARILYN J REUVERS
2143 CHISHOLM TR,
FLAGSTAFF, AZ 86005

DON VALICH
2000 E FRONTIER AVE LOT 1,
FLAGSTAFF, AZ 86005

JOHN WOYD
2143 E CHISHOLM TR,
FLAGSTAFF, AZ 86005

AL JAUREGUI
4584 LAKE MARY ROAD,
FLAGSTAFF, AZ 86005

LAURA TAYLOR
2020 E CHISHOLM TRL,
FLAGSTAFF, AZ 86005

BRYAN DENNEHY
2116 E CHISHOLM TRL,
FLAGSTAFF, AZ 86005

MARILYN STEVENSEN
4613 S LAKE MARY RD,
FLAGSTAFF, AZ 86005

STEVE WOODER
2000 E FRONTIER AVE #13,
FLAGSTAFF, AZ 86005

BRI NAVARRE
4570 LAKE MARY RD APT 2,
FLAGSTAFF, AZ 86005

ZOE B
ZOEINGRAHAMBROWN@GMAIL.CO
M

ANNE DOYLE
2100 E FRONTIER AVE,
FLAGSTAFF, AZ 86005

JAMES HELENAN
2100 E FRONTIER AVE,
FLAGSTAFF, AZ 86005

DARRIS PALMER
2275 CHISHOLM TR,
FLAGSTAFF, AZ 86005

GEORGE JAUREGUI
55GEORGEJAU@GMAIL.COM

MIKE TAYLOR
2020 E CHISHOLM TRL,
FLAGSTAFF, AZ 86005

ANONYMOUS ATTENDEE
1 928-853-6388

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Nick Wood, Esq
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Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Ty Utton
Assistant Planner

Lake Mary Housing

Registered Notification Groups

*Provided by the City of Flagstaff

MICHELLE JAMES
FRIENDS OF FLAGSTAFF'S FUTURE
P.O. BOX 23462
FLAGSTAFF, AZ 86002

TISH BOGAN-OZMUN
5271 MT. PLEASANT DRIVE
FLAGSTAFF, AZ 86004

BETSY MCKELLAR
330 S ASH LANE
FLAGSTAFF, AZ 86004

NORTHERN ARIZONA BUILDING ASSOC.
1500 EAST CEDAR AVENUE, SUITE 86
FLAGSTAFF, AZ 86004

MARILYN WEISSMAN
1055 EAST APPLE WAY
FLAGSTAFF, AZ 86001

DAVID CARPENTER
1715 E TRADE WINDS COURT
FLAGSTAFF, AZ 86005

NORTHERN AZ ASSOCIATION OF REALTORS ROBB SHEDD
1515 EAST CEDAR AVENUE, SUITE C-4
FLAGSTAFF, AZ 86004

MAURY HERMAN
COAST AND MOUNTAIN PROPERTIES
3 NORTH LEROUX STREET
FLAGSTAFF, AZ 86001

COCONINO CO. COMMUNITY DEV.
JAY CHRISTELMAN
2500 N FT VALLEY RD BLDG 1
FLAGSTAFF, AZ 86001

NAT WHITE
1120 NORTH ROCKRIDGE ROAD
FLAGSTAFF, AZ 86001

CHARLIE SILVER
720 WEST ASPEN AVENUE
FLAGSTAFF, AZ 86001

NORM WALLEN
3716 N GRANDVIEW
FLAGSTAFF, AZ 86001

CELIA BOROTZ
3354 N CREST ST.
FLAGSTAFF, AZ 86001

MARY BETH DREUSIKE
US NAVY, INTERGOVERNMENTAL BRANCH
BUILDING 1- 5TH FLOOR, STE. 513
850 PACIFIC HIGHWAY
SAN DIEGO CA 92101

TYLER DENHAM
800 W FOREST MEADOWS #119
FLAGSTAFF, AZ 86001

DORENDA COLEMAN
AZAA-FMO
5636 E MCDOWELL RD
PHOENIX, AZ 85008

JESS MCNEELY
COCONINO CO COMM DEV
2500 N FT VALLEY RD BLDG 1
FLAGSTAFF, AZ 86001

STEVE FINCH
FLAGSTAFF LODGING RESTAURANT & TOURISM
PO BOX 30622
FLAGSTAFF, AZ 86003

ADRIAN SKABELUND
819 W GRAND CANYON AVE
FLAGSTAFF, AZ 86001

RACHEL BASS
3083 W EASTERDAY LANE
FLAGSTAFF, AZ 86001

BARRY LEVITAN
19 S SAN FRANCISCO ST
FLAGSTAFF, AZ 86001

PATRICK ST. CLAIR
CURRENT PLANNING PROGRAM
211 WEST ASPEN AVE
FLAGSTAFF, AZ 86001

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Chris Colyer, Esq
Attorney

Michael Maerowitz, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Maggie Dellow
Urban Planner

Ty Utton
Assistant Planner

Lake Mary Housing

Email Notifications

Schiele, Sarah

From: Schiele, Sarah
Sent: Tuesday, February 28, 2023 9:56 AM
To: 'sheila.c.murray@gmail.com'
Subject: Notification for Lake Mary Housing - Lake Mary Road & Frontier Road (Case No: PZ-21-002130-1)
Attachments: Lake Mary Housing - 2nd Neighborhood Notice Letter.pdf

Hello,

The purpose of this e-mail is to notify you of a 2nd neighborhood meeting being held in person and virtually to discuss the zoning map amendment application for the approximately 14 acres of property located at 4631 South Lake Mary Road in Flagstaff, Arizona (Case No. PZ-21-002130-1).

Attached please find a copy of the neighborhood meeting notification that was mailed to applicable parties, which includes the project and meeting details. Please note that we did not have a contact mailing address on file for you, which is the reason that you are receiving this notification via e-mail.

Please advise if you have any questions, need additional information, or would like to set up a meeting to discuss the details of the application further.

Thank you,

Sarah Schiele
Planning Intern

office: 602.382.6057
email: sschiele@swlaw.com

Snell & Wilmer
One East Washington Street | Suite 2700 | Phoenix, AZ 85004-2556

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swlaw.com | disclaimer

Albuquerque | Boise | Dallas | Denver | Las Vegas | Los Angeles | Los Cabos | Orange County | Phoenix | Portland | Reno | Salt Lake City | San Diego | Seattle | Tucson | Washington, D.C.
LinkedIn | Twitter | Facebook | Instagram

Schiele, Sarah

From: Schiele, Sarah
Sent: Tuesday, February 28, 2023 9:53 AM
To: '55georgejau@gmail.com'
Subject: Notification for Lake Mary Housing - Lake Mary Road & Frontier Road (Case No: PZ-21-002130-1)
Attachments: Lake Mary Housing - 2nd Neighborhood Notice Letter.pdf

Hello,

The purpose of this e-mail is to notify you of a 2nd neighborhood meeting being held in person and virtually to discuss the zoning map amendment application for the approximately 14 acres of property located at 4631 South Lake Mary Road in Flagstaff, Arizona (Case No. PZ-21-002130-1).

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Please advise if you have any questions, need additional information, or would like to set up a meeting to discuss the details of the application further.

Thank you,

Sarah Schiele
Planning Intern

office: 602.382.6057
email: sschiele@swlaw.com

Snell & Wilmer
One East Washington Street | Suite 2700 | Phoenix, AZ 85004-2556

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Albuquerque | Boise | Dallas | Denver | Las Vegas | Los Angeles | Los Cabos | Orange County | Phoenix | Portland | Reno | Salt Lake City | San Diego | Seattle | Tucson | Washington, D.C.
LinkedIn | Twitter | Facebook | Instagram

Schiele, Sarah

From: Schiele, Sarah
Sent: Tuesday, February 28, 2023 9:52 AM
To: 'zoeingrahambrown@gmail.com'
Subject: Notification for Lake Mary Housing - Lake Mary Road & Frontier Ave (Case No: PZ-21-002130-1)
Attachments: Lake Mary Housing - 2nd Neighborhood Notice Letter.pdf

Hello,

The purpose of this e-mail is to notify you of a 2nd neighborhood meeting being held in person and virtually to discuss the zoning map amendment application for the approximately 14 acres of property located at 4631 South Lake Mary Road in Flagstaff, Arizona (Case No. PZ-21-002130-1).

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Please advise if you have any questions, need additional information, or would like to set up a meeting to discuss the details of the application further.

Thank you,

Sarah Schiele
Planning Intern

office: 602.382.6057
email: sschiele@swlaw.com

Snell & Wilmer
One East Washington Street | Suite 2700 | Phoenix, AZ 85004-2556

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Albuquerque | Boise | Dallas | Denver | Las Vegas | Los Angeles | Los Cabos | Orange County | Phoenix | Portland | Reno | Salt Lake City | San Diego | Seattle | Tucson | Washington, D.C.
LinkedIn | Twitter | Facebook | Instagram

Exhibit C: Comment Cards

Neighborhood Meeting

Guest Comment Card

Please provide your comments about the proposed project below.
Thank you for attending our meeting.

Primary concern is traffic flow
lack of public transportation
no existing sewer services
↑ water consumption/usage
significantly increased density 2° to many HD complexes entering the area

Name:

Address:

Phone/Email:

Exhibit D: Neighborhood Meeting Report

Snell & Wilmer
ONE EAST WASHINGTON
SUITE 2700
PHOENIX, AZ 85004-2556
602.382.6000 P
602.382.6070 F

Michael Maerowitz
(602) 382-6494
mmaerowitz@swlaw.com

April 13, 2023

Re: Neighborhood Meeting Summary for the Property Located at the Northwest Corner of Lake Mary Road and Frontier Road in Flagstaff, Arizona

Dear Property Owner or Neighborhood Organization Representative:

Thank you again for your participation in the neighborhood meeting held on March 15, 2023 regarding Case No. PZ-21-00213-01. Pursuant to City of Flagstaff requirements as outlined in Section 10-20.30.050.F of the Zoning Ordinance, please find attached the neighborhood meeting summary. Please note public hearings for this case have not yet been scheduled. You will receive subsequent communication regarding public hearings once they are scheduled by the City of Flagstaff.

Please feel free to contact me or Noel Griemsmann, AICP, Senior Urban Planner, at (602) 382-6824 or via e-mail to ngriemsmann@swlaw.com should you have any questions regarding this proposal, wish to express your thoughts, and/or request reasonable assistance with respect to this letter.

Again, I would be happy to answer any questions or discuss any comments that you may have regarding this proposal. Thank you for your attention to this letter.

Very truly yours,

Snell & Wilmer

Michael Maerowitz

Michael Maerowitz

Snell & Wilmer

2nd Neighborhood Meeting Summary
Lake Mary Housing

Case Number: PZ-21-00213-01
Project Name: Lake Mary Housing
Location: NWC of Lake Mary Road and Frontier Avenue

1. Project Description

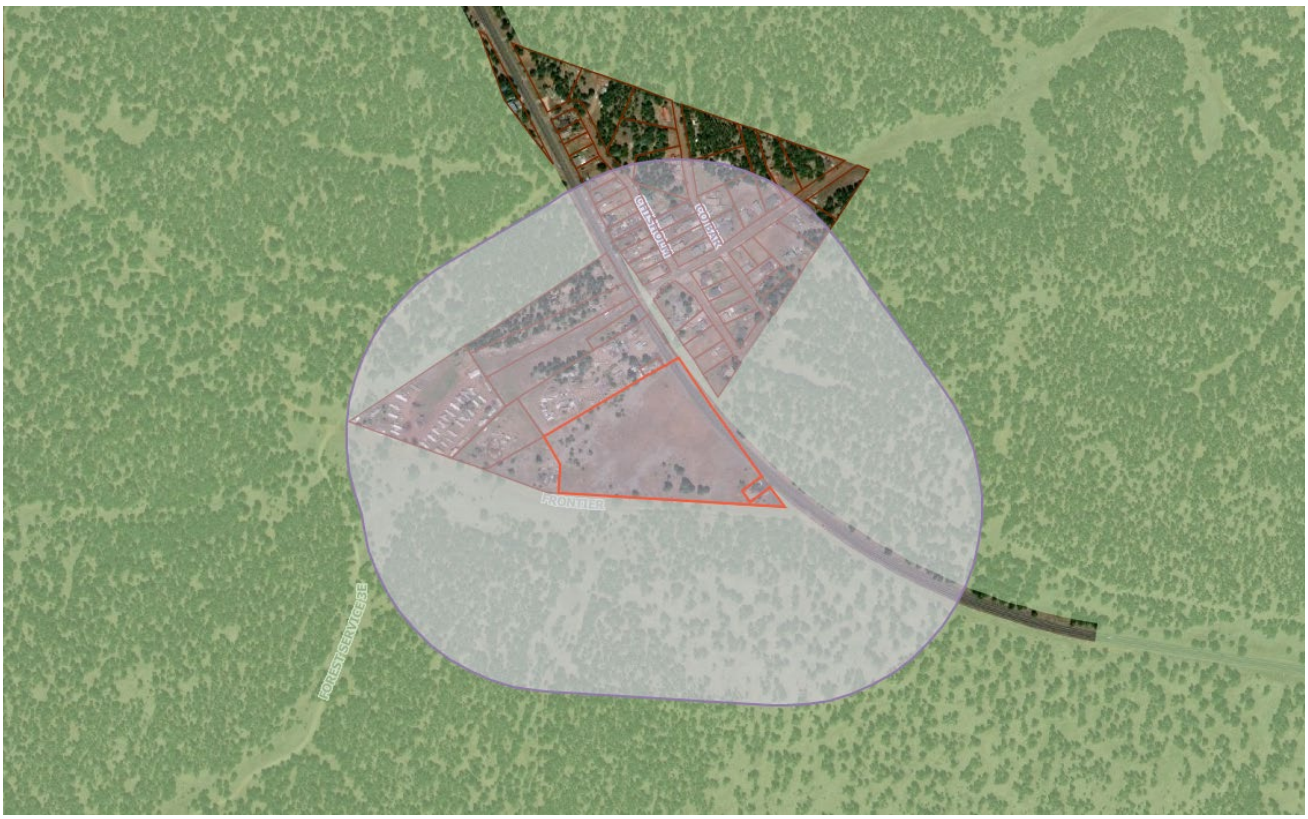
Case Number PZ-21-00213-011 is a request for a Zoning Map Amendment for the property generally located at the northwest corner of Lake Mary Road and Frontier Avenue, otherwise known as Coconino County Assessor's Parcel Number 115-03-001A (the "Property").

The request is to change the existing zoning designation of the Property from Estate Residential (ER) to High Density Residential (HR) to accommodate the development of the Property with a proposed multi-family residential development ("Lake Mary Housing").

2. Notification

Site Posting: **On February 28, 2023**, a public notice sign was installed at the Property by the Applicant.

Mailed Notice: **On February 28, 2023**, notices were mailed first class to all property owners and tenants within 1,100-feet of the property, registered neighborhood organizations (as provided by the City of Flagstaff), and individuals who provided contact information at the first neighborhood meeting held on November 10, 2022. Three (3) emails were also sent to neighborhood organization contacts with the same contents included in the mailing notice.



3. Neighborhood Meeting

A. **March 15, 2023**: The Applicant and Applicant's representatives hosted a hybrid (in-person and virtual) meeting at the Flagstaff Aquaplex (1702 N Fourth St, Flagstaff, AZ 86004), which included a virtual attendance option via Zoom. There were approximately twenty-four (24) interested persons who attended the meeting (17 in-person and 7 virtual). The development team set up stations around the room consisting of poster boards with information about the Lake Mary Housing development proposal and rezoning application to allow for an intimate review and discussion. The development team reviewed the status of the application, tentative timelines for each stage of the Lake Mary Housing development proposal, and the overall community and regional need for the development. One of the Applicant's representatives facilitated the virtual component of the meeting by sharing presentation slides on Zoom that mirrored the in-person poster boards, by providing an opportunity for virtual attendees to ask questions and prove comments, and by responding to comments and questions from virtual attendees. The Applicant's representatives responded to questions and comments from those who attended the meeting. The neighborhood meeting lasted approximately one (1) hour. Comment cards were provided to attendees, and the responses were returned to the Applicant's representatives. Attendees were also encouraged to contact the Applicant's representatives with any additional questions or comments that they may have after the conclusion of the meeting.

4. Statements, Concerns, Issues, and Problems Raised by Stakeholders

Questions, comments and concerns raised by those in attendance and via Zoom pertained to: (1) improvements that will be made to Lake Mary Road; (2) traffic on Lake Mary Road and on Frontier Avenue as a result of the proposed development; (3) the Property's existing zoning entitlements; (4) sewer infrastructure improvements to be constructed to serve the proposed development, and (5) the potential for nearby property owners to connect to the sewer improvements to be installed by the developer.

The applicant and development team responded to the questions, comments, and concerns raised by those in attendance and via Zoom. In summary, responses to comments, concerns, or questions included the following:

- Developer is responsible for the costs of installing any new water and sewer infrastructure improvements needed to serve the development The developer will be paying for and constructing water and sewer infrastructure improvements needed to serve the development, including a pressurized sewer line that will be privately owned and operated by the developer.
- The developer intends to permit other property owners to connect to the privately owned and operated sewer infrastructure improvements to be installed by the developer, provided a fee is paid for the connection.

- The developer will construct two entrances/exits to the development from Lake Mary Road, each with dedicated turn/deceleration lanes. There will be no access points along Frontier Road and no improvements are planned to be made to Frontier Road.
- As part of the development, the developer will make improvements to Lake Mary Road to include curb, gutter, sidewalk, and a bike lane.
- Developer is proposing a for rent product at this time with 12-month leases. 20% of the units will be at affordable housing rates in accordance with the City's requirements for affordable housing.
- The existing zoning is Estate Residential, which allows for large lot single family housing. The rezoning request is to change the zoning to High Density Residential.
- The Regional Plan designates this parcel as "Suburban Area" which permits a density up to 13 dwelling units per acre. The Regional Plan states that properties designated for 'suburban neighborhood' land uses are intended to include single-family and multi-family developments in the periphery areas of the City (outside the City center)
- As determined by the traffic study included with the rezone application, Lake Mary Road has the capacity to handle the additional traffic anticipated to be generated by the proposed development.

Exhibit E: Affidavit

Affidavit of Notifications to Affected Property Owners

Case Number: PZ-21-00213-01

Project Name: Lake Mary Housing

Applicant Name: Michael Maerowitz

Location: Northwest Corner of Lake Mary Road and Frontier Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute, the **applicant** for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in sections 10-20.30.60.(A).3, 10-20.30.60.(B), and 10-20.30.60.(C) of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: for M. Maerowitz

SUBSCRIBED AND SWORN before me this 13 day of April, 2023 by:

Rosalind M. Rodriguez
Notary Public

ROSALIND M. RODRIGUEZ
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 591391
Expires October 5, 2024

My Commission Expires:
October 5, 2024

This form serves as an affidavit for the 2nd Neighborhood Meeting Report Notification.

From: Elise
To: Ben Mejia
Subject: Case No. PZ-21-002130-1
Date: Wednesday, October 23, 2024 11:42:10 AM

You don't often get email from m.elise808@gmail.com. Learn why this is important

I am writing because I strongly oppose the zoning map amendment application (Case No. PZ-21-002130-1) related to Parcel No. 115-03-001A. I reside at 2283 E Chisholm Trail, directly across Lake Mary Rd from this parcel. There are many reasons I oppose this rezoning. I have included a list of concerns I have about this proposal, along with questions for the developers.

1. Atlantic Development & Investments claims that 20% of the residences will be "affordable housing", however this claim is unsubstantiated and likely unobtainable. Rent costs are quickly rising in Flagstaff to rates that are completely unaffordable to most working class residents. Atlantic has not provided projected rental rates nor a plan for keeping these rates affordable in the long term.
2. In addition, the area for the proposed development is not an easily accessible, therefore affordable, place to reside. This area has no options for public transportation and has no grocery stores, gas stations, schools, public parks, or other amenities within walking distance. There are no sidewalks or protected bike lanes which residents could use to access any amenities. It would take major infrastructure upgrades to the area to make this an affordable place to live. "Affordable housing" is not the same as affordable *living*, and this area is not equipped for affordable living.
3. Atlantic has not discussed if it will be paying adequate impact fees to support the increase in services required by the complex for fire, police, school, trash, recycling, and other infrastructure in the area. These resources are already greatly overstretched and the taxpayers should not be required to pay for the increases that would be needed.
4. This area is not connected to the city's sewer system and residents currently rely on septic systems. Is it possible for this complex to be on a septic system? If not, will Atlantic be paying for the extension of the sewer system to the area? If the sewer system is extended, will current residents be given the opportunity to connect to it?
5. This area, as most of Flagstaff, is already very prone to wildfires. The parcel on Lake Mary Road is currently an open field, providing a much needed natural fire break, which would protect the nearby forest and adjacent neighborhood from spreading wildfires. The proposed construction would add a significant amount of combustible material to the parcel. Would Atlantic be constructing the proposed structures in a manner that would reduce the risk of spreading wildfire? How will current residents be protected from any increased risk?
6. In addition, more people living and recreating in this area will increase the risk of wildfires being started. There is already a high concentration of irresponsible use of the National Forest in the area, with folks leaving garbage, fire pits, and casings from shooting, as well as driving and camping in unapproved locations. How will Atlantic ensure that damage to the National Forest will not increase with the proposed large increase in residents to this area?
7. This parcel is currently hunting grounds for a red tail hawk. It is also regularly grazed on by a large herd of elk, and is home to many gophers, rabbits, birds, and other wildlife. What accommodations will Altantic provide to not disrupt the wildlife in the area? How will they prevent the displacement of these animals into nearby neighborhoods?

8. The proposed complex would change the parcel to be almost entirely composed of impermeable surfaces. Such surfaces would greatly increase water runoff from the parcel. This runoff would drain into nearby parcels and then into the neighborhood across Lake Mary Road and into Skunk Canyon. The current drainage system through that neighborhood is small, and is unlikely to support the increased volume of runoff water and debris this complex would create. How is Atlantic planning to increase the drainage capacity through this neighborhood? Do they have a contingency plan for the possible damage to residents' homes and properties in the case of flooding resulting from this increased runoff?
9. The current residents in this area chose this area because it is a rural location, zoned as Rural Residential. They do not wish to live in or near high-density residential areas. Construction of this complex will be a major disruption to our daily lives, then will reduce our property values and destroy the rural character of the surrounding neighborhoods. It is unconscionable that the city of Flagstaff would agree to such a change at the objection of current residents.
10. The increase in residents to the area would greatly increase traffic on Lake Mary Road. How will Atlantic minimize this impact on current residents, commuters, and recreation?
11. How will Atlantic reduce the impact of the noise and light pollution to the area this complex would create?
12. How will Atlantic reduce noise, light, traffic, dust, trash, and other disruptions to current residents during construction and maintenance of this complex? Already, one of the signs posted regarding meetings related to this development has ended up in my yard, in pieces.
13. What considerations has Atlantic given to the property owner at the east end of the parcel? That property will be completely surrounded by this complex. How will they be compensated for this devastation of their home?
14. Are there measures in place to be sure these apartments will be occupied by long term residents and not rented to short term renters through sites like AirBnB or VRBO?

I hope that the City of Flagstaff will take all of these concerns into consideration in deciding whether to rezone this parcel. The parcel is currently zoned as Estate Residential. Continuing this designation, or rezoning to Rural Residential or another low-density designation, would allow for the construction of new homes while maintaining the rural character of the area.

Thank you. Please contact me with any questions or needed clarifications.

Elise Rumpf
808-366-8970

2283 E Chisholm Trail
Flagstaff, AZ 86005
Sent from my iPhone

October 20, 2024

Attn: Ben Mejia, Flagstaff City Planner

Noel Griemsmann, AICP, Senior Urban Planner

Dear Flagstaff Planning and Zoning Commission Members,

My name is Brian Schmitz and I am a City of Flagstaff resident living at 4550 Lake Mary Road with my wife, two children, and a third child coming in 2025. My wife's grandfather lives at 1991 E Chisholm Trail and has lived in his home since 1964. I am writing to voice our shared concerns regarding the requested zoning change for the proposed project by Atlantic Development and Investments located at 4631 Lake Mary Road (Case No. PZ -21-002130-1). The law firm, Snell and Wilmer, is representing Atlantic Development.

Please do <u>NOT</u> approve the zoning change from ER (Estate Residential) to HR (High Density Residential) that Atlantic Development and Snell and Wilmer are requesting (Case No. PZ -21-002130-1).

There are other sites within Flagstaff already zoned for HR (High Density Residential) housing which have existing infrastructure and municipal services where the Atlantic development project can be appropriately built.

I have been a full-time resident of the City of Flagstaff since 2007 and a graduate of Northern Arizona University where I attended from 2002 – 2009. I have worked in the City of Flagstaff as a Physical Therapist and served as the managing partner of Summit Health and Fitness, a locally owned small business with over 1400 members who live and reside in the City of Flagstaff and its surrounding areas. I recently graduated from the High Country Training Academy at Coconino Community College and now work as a Police Officer for the Northern Arizona University Police Department.

The neighborhood which I reside is zoned RR (Rural Residential). I chose to live in this location where I can raise my family in a rural residential area with open access to forest, open spaces, and recreational opportunities. The reasons for my opposition to this rezoning for a high density residential housing project include:

1. The rural nature of my neighborhood and natural beauty of the Lake Mary Road corridor, which brings numerous visitors to this area, would be negatively impacted by this proposed development with 202 units, some 3 stories high, and is NOT consistent with the Flagstaff Regional Plan for 2030 which is intended to "promote growth that protects our scenic beauty and unique ecosystem". Most homes in my neighborhood serve as single family homes. There are already two apartment complexes each with 4 units, one on J Diamond (single story) and one (two story) on CO Bar, which have been incorporated into our neighborhood with minimal impact on the historical character of our community.

2. The volume of renters in the proposed project of 202 units would vastly increase Lake Mary traffic, as well as traffic on John Wesley Powell Boulevard, Lone Tree, and Milton Roads. This, in combination with proposed extension of John Wesley Powell Boulevard and existing High Density Residential Developments under construction on Lake Mary Road, will unnecessarily burden the existing infrastructure and represent a clear and present danger for existing residents.

    a. This would jeopardize the safety of the many recreationalists, including bicyclists and runners, who currently utilize Lake Mary Road. The Flagstaff Regional Plan for 2030 specifically identifies "Regional recreational opportunities as highly valued resources".

b. In the winter, the snow and ice conditions on Lake Mary Road can be very hazardous for drivers. We spend a great deal of our winter months assisting winter travelers who get lost and/or stuck.

c. In the summer, large numbers of boaters, campers, and recreational vehicles – not including the many renters from the proposed development using the roadway – produce significant traffic concerns on Lake Mary Road. The City of Flagstaff Police Department has spent extensive time and resources enforcing traffic laws in this area and excessive speed is a significant concern to someone who lives directly on Lake Mary Road.

d. The ADOT road study referenced by the Atlantic group significantly underestimates the impact of the proposed development of traffic volume and does not consider seasonal traffic, existing new construction projects, and proposed roadway improvements already approved.

3. Our neighborhood is surrounded by Forest Service land and is a transition area to the open space of the forest. The proposed development would dramatically reduce this and "does not promote growth that protects our scenic beauty and unique ecosystem" which is one of the three themes from the Flagstaff Regional Plan.

a. We enjoy many forms of wildlife including but not limited to elk, deer, coyotes, javelina, skunks, hawks, and raccoons which would be displaced by the proposed development. It is common for elk herds to cross Lake Mary Road around our neighborhood presenting a significant danger to both wildlife and drivers.

b. Several of my neighbors have chickens, horses, goats, and other livestock permitted in the rural residential area. We all have vegetable gardens and consider ourselves responsible stewards of the land.

4. Below are the original zoning goals/objectives stated by the City of Flagstaff but not reflected in the Atlantic's proposed, high-density residential (HR) development on approximately 14 acres currently zoned for Estate Residential (ER):

ER: 10-40.30.030 Residential Zones:

A. Intent.

1. **RR.** The Rural Residential (RR) zone applies to areas of the City appropriate for both housing and limited agricultural uses **that preserve the area's rural character**. This zone is predominantly large lot single-family development. However, it does allow for cluster and planned residential developments, which provide opportunities for higher densities. **The RR zone applies to those non-urban areas of the City that cannot be economically and efficiently provided with City services associated with urban living**. As such**, it is designed for the utilization and enjoyment of the City's unique mountain environment with a minimum amount of municipal services and improvements**. This zone is also **intended to be used to protect against premature development in areas on the fringe of the urban service area**.

2. **ER.** The Estate Residential (ER) zone applies to areas of the City appropriate for estate type housing on large lots and limited agricultural uses. This zone is primarily **designed for the utilization and enjoyment of the City's unique mountain environment. The ER zone is intended to encourage landscaping and buffers that preserve and enhance the rural appearance**. Cluster and planned residential developments allowed in this zone are intended to promote natural resource protection in the more rural parts of the City. Where substantial areas of open space are provided, **this zone allows for a variety of single-family housing types in affordable and planned development options**.

5. There is no bus and/or public transportation services to this area. The current ballot Prop 488 is asking for another tax increase to provide additional revenue for this service. The expansion of these services would be a significant burden an already strained system struggling to provide public transportation to the existing residents of Flagstaff.

6. My neighbors and I are all on septic tanks and there is no existing infrastructure for municipal services. Based on the arguments in support of the 2023 ballot Prop 441, our existing water infrastructure is at a critical mass,

and this places unnecessary burden on an already aging and inadequate system. Funds should be directed towards improving water conservation and providing adequate services to existing City of Flagstaff residents.

7. Our neighborhood roads are dirt and the homes are predominantly single family residences. The Atlantic development proposes many three-story units that will dominate the landscape and significantly diminish the City's unique mountain environment described in the residential zone descriptions above. There are minimal green spaces, no private yards for residents, and little or no consideration for sustainability. It does very little to respect "the natural environment which is a critical foundation on which the region's economy, character, and quality of life rely." Quite frankly, the Atlantic Development will be overwhelming to our rural community and existing way of life despite the Flagstaff Regional Plan's claims that "place matters – regional growth should occur in harmony with the community's historical character, unique cultural resources, and natural environment."

8. Since all the proposed 202 units of the Atlantic development will be rented, there is no guarantee or commitment from those renting to protect our neighborhood's rural values and the surrounding areas. The proposed inclusion of up to 40 affordable housing units does NOTHING to reduce the cost of housing or improve the quality of life for the residents of Flagstaff. There is no "American Dream" of home ownership in Flagstaff if we continue to allow developers to purchase land, build high density housing projects, and make no efforts of building affordable permanent housing for the residents of Flagstaff. This project promotes the new reality of consumption over conservation, destruction of open spaces, and corporate greed veiled by the inclusion of affordable housing units which actually increase the density allowance per acre and exceeds the high density residential allowance.

Please do NOT approve the requested zoning change (Case No. PZ -21-002130-1) from Estate Residential (ER) to High Density Residential (HR) development as it will very negatively affect our existing way of life. This development is not consistent with and does not conform to the goals and polices of the Flagstaff Regional Plan. I am specifically asking those included in this letter *protect against premature development in areas on the fringe of the urban service area and preserve* the recreation opportunities that Lake Mary Road uniquely presents to residents and non-residents alike.

Thank you in advance for your time and consideration. I look forward to further communication regarding the concerns outlined above.

Brian and Sara Schmitz

4550 Lake Mary Road

Flagstaff, AZ 86005

928-440-3971

briancschmitz@gmail.com

From: kpowell@npgcable.com
To: Ben Mejia
Subject: Case No. PZ-21-002130-1
Date: Tuesday, October 15, 2024 11:25:54 PM

You don't often get email from kpowell@npgcable.com. Learn why this is important

Mr. Mejia: I am writing to you in **opposition** of the rezoning of Parcel No. 115-03-001A addressed as 4631 South Lake Mary Road. Currently, it is zoned as Estate Residential. We do not want it to be High Density Residential!

We have attended prior meetings regarding this and have voiced our opinions several times. No one seems to listen to the people that this project will directly affect. The residents in that area do not want this rezoning! The proposed 202 residences that they want to build will increase the number of residents living there by at least 500 or more people. They say that approximately 20% would be "affordable" housing but that is not true. It has been our experience that the current builders will inevitably sell this to someone else and then that owner will change the specifics so that the affordability will change. Plus, at one of the meetings that we attended, someone asked what they considered "affordable" and the price given was NOT affordable! There are so many more reasons why this change in zoning is not what we want! We would attend the meeting but we cannot this time as we have had a death in our family and have part of the services Wednesday, October 16 at 6:00. Virtual meetings are also NOT people friendly and the only reason they want to have them this way is because so many people have attended the in-person meetings in the past. Again, we are VERY MUCH OPPOSED to any rezoning of the property at 4631 South Lake Mary Road! Thank you.

Mary Vasquez-Powell

Kent Powell

Flagstaff, Arizona

From: Alfred J. Jauregui
480-720-5543

29th of November, 2022

To: Patrick St. Clair
City Planner

Regarding: LAKE MARY ROAD ZONING

Dear Mr. St. Clair,

I am writing this letter to state my opposition to the request from Atlantic Development asking the City of Flagstaff to change the zoning on the corner of Lake Mary Road and Frontier Road from Estate Residential to High Density Residential.

The developer wishes to construct 202 residences with 460 parking spaces, The main and closest route between the proposed development and Flagstaff is Powell Road. On any given morning, if only 80% of the vehicles from the proposed development travel to Flagstaff property you will be adding 368 vehicles to those vehicles which currently travel on Lake Mary Road from Heckethorn and Mormon Lake communities.

Before you reach Lone Tree Road from which you can divert traffic to downtown Flagstaff and to East Flagstaff, you pass Kinsey Elementary School. Anyone who has driven by this school during times when parents are dropping off or picking up children know the bottleneck found in this area.

An additional issue is that there are several properties located between Diamond Road and Chisholm Road who have driveways directly feeding Lake Mary Road who will have to join the funeral-like procession on Lake Mary Road. These are accidents waiting to happen, especially during snow times. Since the proposed project is slated to be multifamily and since Kinsey School is the closest elementary school, busing will be needed. Busing will also be needed for high school students. This will add to the traffic congestion. Also, how long do we want students to be on buses?

I am aware that neighbors have voiced their opposition to the proposed project, stating such concerns such as the need for enhanced policing, lack of city amenities close by, water, sewer, wildlife habitat, etc.

I am also aware that affordable housing is an issue in Flagstaff, as it is everywhere else. However, you do not get a problem resolved by creating several other problems.

Please reject the change of zoning request.

Thank you for your attention to this matter.

Sincerely,

Alfred J. Jauregui

Patrick St. Clair

From: Chuck Seppanen <chuckseppanen@gmail.com>
Sent: Saturday, November 19, 2022 9:18 AM
To: Patrick St. Clair
Cc: Griemsmann, Noel
Subject: Re: Case No. PZ-21-002130-1

My apologies for the back to back emails here. But to further expand on the lack of which the community was informed it came down to neighbors having to go door to door and or calling other one another to inform them. Even up to the day before the first meeting people were completely unaware of what was happening. The signage for the site with the pamphlets also is located past J Diamond. The community directly across the street from the proposed site all turn off at either Chisholm Trail or J Diamond road to access the community which means they never see the sign posted at the site. I would hope to see another sign posted on Lake Mary road at the entrance of Chisholm Trail and J Diamond Road. Thank you.

> On Nov 19, 2022, at 9:04 AM, Chuck Seppanen <chuckseppanen@gmail.com> wrote:
>
> I did receive notice in the mail however many of my neighbors in the community did not including those off frontier road and in the trailer park. The pamphlets at the site were all gone very shortly after they went up and were never replenished. It seems that the bare minimum or less is being done by the applicant to inform the current community. That was made clear by the applicant in our first meeting where very disappointingly there was no representation from the city.
>
> > On Nov 19, 2022, at 8:20 AM, Patrick St. Clair <pstclair@flagstaffaz.gov> wrote:
> >
> > Chuck,
> >
> > I believe that you were informed by notification in your mail? Please let me know if I am incorrect. The next neighborhood meeting, and public hearings for P&Z and Council will be posted on the site and mailed to your address. These contacts will include information on meeting times and location. If you have any questions about meetings feel free to contact me. I've copied the applicant on this response as well.
> >
> > Best,
> >
> > Patrick St. Clair
> > Planner
> > Current Planning Program
> > 211 West Aspen Ave
> > Flagstaff, AZ 86001
> > Email: pstclair@flagstaffaz.gov
> > Phone: 928.213.2612

From: Chuck Seppanen <chuckseppanen@gmail.com>
Sent: Friday, November 18, 2022 7:06 PM
To: Patrick St. Clair <pstclair@flagstaffaz.gov>
Subject: Re: Case No. PZ-21-002130-1

You don't often get email from chuckseppanen@gmail.com. Learn why this is important

Thank you. How can I ensure I know when and where the public hearings and any additional meetings are for the future?

On Nov 18, 2022, at 4:50 PM, Patrick St. Clair <pstclair@flagstaffaz.gov> wrote:

Chuck,

Thank you for your email and comments. Your email will be included as an attachment of public comments to the Staff Report for the Planning and Zoning Commission. This attachment will be part of the public hearings conducted for the project. Please contact me if you have further questions.

Best,

Patrick St. Clair
Planner
Current Planning Program
211 West Aspen Ave
Flagstaff, AZ 86001
Email: pstclair@flagstaffaz.gov
Phone: 928.213.2612

From: Chuck Seppanen <chuckseppanen@gmail.com>
Sent: Thursday, November 10, 2022 7:32 AM
To: Patrick St. Clair <pstclair@flagstaffaz.gov>
Cc: ngriemsmann@swlaw.con
Subject: Case No. PZ-21-002130-1

You don't often get email from chuckseppanen@gmail.com. Learn why this is important

Dear Mr. St. Clair,

I am writing because I strongly oppose the zoning map amendment application (Case No. PZ-21-002130-1) related to Parcel No. 115-03-001A. I reside at 2283 E Chisholm Trail, directly across Lake Mary Rd from this parcel. There are many reasons I oppose this rezoning. I have

included a list of concerns I have about this proposal, along with questions for the developers.

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2. In addition, the area for the proposed development is not an easily accessible, therefore affordable, place to reside. This area has no options for public transportation and has no grocery stores, gas stations, schools, public parks, or other amenities within walking distance. There are no sidewalks or protected bike lanes which residents could use to access any amenities. It would take major infrastructure upgrades to the area to make this an affordable place to live. “Affordable housing” is not the same as affordable *living*, and this area is not equipped for affordable living.
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accommodations will Altantic provide to not disrupt the wildlife in the area? How will they prevent the displacement of these animals into nearby neighborhoods?

8. The proposed complex would change the parcel to be almost entirely composed of impermeable surfaces. Such surfaces would greatly increase water runoff from the parcel. This runoff would drain into nearby parcels and then into the neighborhood across Lake Mary Road and into Skunk Canyon. The current drainage system through that neighborhood is small, and is unlikely to support the increased volume of runoff water and debris this complex would create. How is Atlantic planning to increase the drainage capacity through this neighborhood? Do they have a contingency plan for the possible damage to residents' homes and properties in the case of flooding resulting from this increased runoff?
9. The current residents in this area chose this area because it is a rural location, zoned as Rural Residential. They do not wish to live in or near high-density residential areas. Construction of this complex will be a major disruption to our daily lives, then will reduce our property values and destroy the rural character of the surrounding neighborhoods. It is unconscionable that the city of Flagstaff would agree to such a change at the objection of current residents.
10. The increase in residents to the area would greatly increase traffic on Lake Mary Road. How will Atlantic minimize this impact on current residents, commuters, and recreation?
11. How will Atlantic reduce the impact of the noise and light pollution to the area this complex would create?
12. How will Atlantic reduce noise, light, traffic, dust, trash, and other disruptions to current residents during construction and maintenance of this complex?
13. What considerations has Atlantic given to the property owner at the east end of the parcel? That property will be completely surrounded by this complex. How will they be compensated for this devastation of their home?
14. Are there measures in place to be sure these apartments will be occupied by long term residents and not rented to short term renters through sites like AirBnB or VRBO?

I hope that the City of Flagstaff will take all of these concerns into consideration in deciding whether to rezone this parcel. The parcel is currently zoned as Estate Residential. Continuing this designation, or rezoning to Rural Residential or another low-density designation, would allow for the construction of new homes while maintaining the rural character of the area.

Thank you. Please contact me with any questions or needed clarifications.

Chuck Seppanen
2283 E Chisholm Trail
Flagstaff, AZ 86005

Patrick St. Clair

From: Patrick St. Clair
Sent: Monday, November 28, 2022 8:20 AM
To: Don Valich
Subject: RE: 4631 S Lake Mary Rd. - Request to Change Zoning (Case No. PZ-21-002130-1)

Mr. Valich,

The parcel will be posted for further neighborhood meetings and for Planning and Zoning and City Council Public Hearings that are required as part of the rezoning process. If you were informed by mail of the first neighborhood meeting, then you will also be informed by mail of the above-mentioned meetings. Public Hearings are also noticed in the Saturday newspaper (Sun). All site postings, mailings and newspaper notifications occur a minimum of 15 days prior to the meetings.

Let me know if you have any questions.

Best,

Patrick St. Clair
Planner
Current Planning Program
211 West Aspen Ave
Flagstaff, AZ 86001
Email: pstclair@flagstaffaz.gov
Phone: 928.213.2612

From: Don Valich <dvsparky@hotmail.com>
Sent: Saturday, November 26, 2022 6:59 PM
To: Patrick St. Clair <pstclair@flagstaffaz.gov>
Subject: Re: 4631 S Lake Mary Rd. - Request to Change Zoning (Case No. PZ-21-002130-1)

You don't often get email from dvsparky@hotmail.com. Learn why this is important

Mr. Patrick St. Clair,

You must please inform me if and when any zoning change proposal is to be heard and/or voted on by City Council so that we have enough time to assemble the resistance to be present and to be heard.

Thank you.

Don Valich and team - members of the neighborhood resistance

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Thank you for your email and I have also received the letter you mailed. Your letter will be included as an attachment of public comments to the Staff Report for Planning and Zoning Commission. This attachment will be part of the public hearings conducted for the project. Please see my contact below if you have further questions.

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As it is, Estate Residential (ER) "is intended to provide for estate-type housing on large lots. The district is intended to encourage landscaping and buffers that make this district look as rural in appearance as possible. The cluster options in this district are further intended to promote natural resource protection for use in the more rural part of the City of Flagstaff. This district is primarily designed for the utilization and enjoyment of the City's unique mountain [and forest] environment."

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Thank you for your thoughtfulness and consideration into this crucial matter that involves many people's lives, and the potential and probable loss of them.

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2000 E Frontier Ave., Lot 1
Flagstaff, Arizona 86005

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City of Flagstaff Panning & Development Services Department
211 West Aspen Avenue
Flagstaff, Arizona 86001

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Regards,

Don Valich
2000 E Frontier Ave., Lot 1
Flagstaff, Arizona 86005

Patrick St. Clair

From: Don Valich <dvsparky@hotmail.com>
Sent: Thursday, January 5, 2023 4:27 AM
To: Patrick St. Clair
Subject: Re: 4631 S Lake Mary Rd. - Request to Change Zoning (Case No. PZ-21-002130-1)

Dear Patrick St. Clair,

Again, please inform me when the request for zoning change will appear before city council. No, I was not informed by mail of the first neighborhood meeting, and from talking with everyone at the first neighborhood meeting, neither was anyone else informed by mail, which is another issue that needs to be addressed. We are extremely busy out here with duties and issues of human survival and needs and really do not have time for any of this, but we are willing to do whatever it takes to prevent this catastrophe from proceeding so that we can continue or existence.

I do not get the newspaper nor do I regularly log into to city council website pages to check their agenda nor do I have time to do so. In fact, I barely have time to get my mail out of the mailbox once a week - sometimes once every two weeks. Nor do I/we (or a lot of us) get cell reception out here. However, I do try to check my email every day. I don't think that you, city council, or this development company realize how much this would affect people's lives here and how different we are and how different we live from people in Flagstaff proper. This is a rural area on the fringe of the city, more in the Coconino National Forest National than in Flagstaff. Out here we live in a forest, my front yard is part of the national forest, and Frontier is a forest road (not a city road) - and we all pitch in to help maintain it. The wildlife - the elk, the deer, the antelope, the packs of coyotes, skunks, porcupines - these are all our friends and our neighbors often much more than people are. And we will stand up to fight to protect our "neighborhood."

Again, please make sure I (we) am informed well in advance of when this is supposed to appear before city council so that we have time to inform the others who also are not being informed. I question whether anyone here is being informed by mail and this concern was brought up at the neighborhood meeting, to which we received no response. This is why there was such a low turn out at the neighborhood meeting - because no one was informed of it!

Thank you.

Regarda,
Don Valich
Frontier Ave Lot 1
Flagstaff, AZ 86005

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javelina, skunks, foxes, porcupines, bobcats and packs of wild coyotes freely roam. If it were not for the mobile home park located here then it would be more appropriately zoned Agricultural Residential (AR) or Rural Residential (RR). Where they get the idea of trying to turn this into a High Density Residential (HR) District is absurd!

As it is, Estate Residential (ER) "is intended to provide for estate-type housing on large lots. The district is intended to encourage landscaping and buffers that make this district look as rural in appearance as possible. The cluster options in this district are further intended to promote natural resource protection for use in the more rural part of the City of Flagstaff. This district is primarily designed for the utilization and enjoyment of the City's unique mountain [and forest] environment."

Estate Residential (ER) Zoning is applied to areas of a city where development is limited to low density concentrations of single-family dwellings. The zone is applied to parcels of land near the edge of the city where urban development approaches the rural areas of the region. This zone promotes a gradual transition between urban areas and the rural country by introducing a more rural lifestyle with larger lots. The ER zone also allows for specific nonresidential development that is in keeping with both the residential and rural nature of the zone, such as public safety facilities, parks, trails, and open space, and religious/institutional facilities. Generally, development within an ER zone is characterized by larger lots, two-lane roads, and formal curb and gutter at the roadway edge. Street lighting, in addition to safety lighting at intersections and sidewalks, are optional and not required. Public water and sewer service is encouraged, but should only be required when it is immediately available to the individual lot or in proximity to a new estate.

This proposal by Atlantic Development & Investment, Inc. intends to use a 30-degree angle sliver of land wedged between Lake Mary Road and Frontier Ave to squeeze in over a 1,000 people into a 14-acre site with a high-speed 60+ mph road on one side and 50 mph unmaintained "forest service road" on the other with no access to public transportation and no access to the surrounding Coconino National Forest. There would be over 1,000 people crammed together into small "dog-friendly" townhouses and apartments with no access to sidewalks, intersections and forest. Where do you expect them to walk their dogs and let their children play? Not in the national forest. That area of the forest is already overburdened with cars parking on the streets from urban Flagstaff residents utilizing all available places and spaces to park at nearby areas, including a small one-car space directly opposite this intended project, which we try to keep open because we need it to use as a turn-around location.

According to the proposals seen on their diagram map, apparently since Mr. Hamrah at 4635 Lake Mary Rd. will not sell his house – and they keep putting pressure on him to do so - they intend to just disregard his existence and designate the sliver of land at the very end of the "wedge" as a "dog park" – until they can get Mr. Hamrah out. It is my experience that people only use dog parks in crowded cities such as Phoenix and Los Angeles where they have no other place to go, but not much in Flagstaff where we are surrounded by national forests. So where are these people going to walk their dogs and young children and let their children play? Without an underground tunnel Atlantic's proposal would force them to make dangerous “dash runs” across busy high-speed Lake-Mary Road or erratic Frontier Ave, that is filled with driver blind spots and cars and trucks traveling at high-speed, especially at that location. The entrance to Frontier Ave. is the only turnaround for miles and is used as a school bus stop and a necessary turnaround location and waiting area for the city's plow trucks. It is not a parking area! Where are these children going to want to go in the winter to have fun in the snow - to throw snowballs and go sledding? They will make deadly runs across Lake Mary Road or Frontier Ave. In other words, this development proposal is a "DEATH TRAP." And if it is passed, I guarantee you that you will see innocent residents die because of it!

Furthermore, as I mentioned above, Frontier Ave. is NOT a city street. It is a dead-end forest road within the Coconino National Forest. Yet, with this proposal you are going to have 1,000+ people that will naturally want to drive down this dead-end forest road to see where they live, at the very least. This forest road is closed and gated off in the winter, preventing further access. So where are all these people and vehicles going to turn around at the end? With deep drainage ditches on both sides and a narrow road they will all want to circle around inside Pine Valley Trailer Park, and this is private property marked with "no trespassing" signs, and our neighborhood will not allow it. This then force them to attempt to turn around either on the narrow street, or one of the few driveways (also lined with culverts and drainage ditches) causing them to slide off the road and get stuck. This is what happens every winter, only now you would be adding over a 1,000 more people to the problem. When this happens it blocks the entire road preventing any entrance and exists for all of our residents - preventing them from going to work, coming home at night, and preventing access for any emergency services that try to get through. Again, this is completely unacceptable and will not be tolerated.

Furthermore, what will happen is that more-and-more people will attempt to park along the road (not on the side of the road, because there is no side of the road - only deep drainage ditches), thus blocking the road. In the winter this makes it impassible, and also impossible for snow plowing service to get through. And who plows the snow in winter and gets these vehicles unstuck on both Frontier Ave., and also on Lake Mary Rd? I do! Since we are at the very edge of town we are last on the list to get plowed and sometimes have to wait days until Frontier ever gets plowed, therefore I am the one who does it, or else residents cannot get to work. And as I said, once the gate is closed at the end, scores of these townhouse/apartment people are going to want to drive to the end of Frontier so they can play, hike and walk their dogs, leaving more garbage, trash, dog and human excretions, starting fires for barbeques where there are no fire pits (burning down the forest), blocking the street (because there is nowhere to park), and even parking in other resident's driveways (which of course is not tolerated). Then they come to us for help.

When these people get stuck on Frontier Ave in the winter - or Lake Mary Road - when they slide off the narrow road into the side drainage ditches, WE MUST get them out immediately so that other residents can get in and out. We have no time to wait for them to call in a tow truck that can sometimes take all day to come out. We need to get them out ASAP now. So who do you think pulls them out? I do! All vehicles stop and we quickly group together as a team to decide the best course of action to get them out. They come to my door asking for help. But our infrastructure here, nor I, are able to support over a 1000 more people who think this will be their home and that they can then use the forest off of Frontier Ave for their recreational needs. This is not going to happen. So unless they plan on putting a barbed wire fence around this "Atlantic Project" and somehow pay for and install a password gate on Frontier Ave so that only it's residents are allowed through (impossible to do on a forest road), then this project and rezoning proposal are completely unacceptable because it will be disastrous.

Thank you for your thoughtfulness and consideration into this crucial matter that involves many people's lives, and the potential and probable loss of them.

Regards,

Don Valich
2000 E Frontier Ave., Lot 1

Flagstaff, Arizona 86005

Patrick St. Clair

From: Elise Rumpf <m.elise.rumpf@gmail.com>
Sent: Wednesday, November 9, 2022 8:23 PM
To: Patrick St. Clair
Cc: ngriemsmann@slaw.com
Subject: Case No. PZ-21-002130-1

You don't often get email from m.elise.rumpf@gmail.com. Learn why this is important

Dear Mr. St. Clair,

I am writing because I strongly oppose the zoning map amendment application (Case No. PZ-21-002130-1) related to Parcel No. 115-03-001A. I reside at 2283 E Chisholm Trail, directly across Lake Mary Rd from this parcel. There are many reasons I oppose this rezoning. I have included a list of concerns I have about this proposal, along with questions for the developers.

1. Atlantic Development & Investments claims that 20% of the residences will be “affordable housing”, however this claim is unsubstantiated and likely unobtainable. Rent costs are quickly rising in Flagstaff to rates that are completely unaffordable to most working class residents. Atlantic has not provided projected rental rates nor a plan for keeping these rates affordable in the long term.
2. In addition, the area for the proposed development is not an easily accessible, therefore affordable, place to reside. This area has no options for public transportation and has no grocery stores, gas stations, schools, public parks, or other amenities within walking distance. There are no sidewalks or protected bike lanes which residents could use to access any amenities. It would take major infrastructure upgrades to the area to make this an affordable place to live. “Affordable housing” is not the same as affordable *living*, and this area is not equipped for affordable living.
3. Atlantic has not discussed if it will be paying adequate impact fees to support the increase in services required by the complex for fire, police, school, trash, recycling, and other infrastructure in the area. These resources are already greatly overstretched and the taxpayers should not be required to pay for the increases that would be needed.
4. This area is not connected to the city’s sewer system and residents currently rely on septic systems. Is it possible for this complex to be on a septic system? If not, will Atlantic be paying for the extension of the sewer system to the area? If the sewer system is extended, will current residents be given the opportunity to connect to it?
5. This area, as most of Flagstaff, is already very prone to wildfires. The parcel on Lake Mary Road is currently an open field, providing a much needed natural fire break, which would protect the nearby forest and adjacent neighborhood from spreading wildfires. The proposed construction would add a significant amount of combustible material to the parcel. Would Atlantic be constructing the proposed structures in a manner that would reduce the risk of spreading wildfire? How will current residents be protected from any increased risk?
6. In addition, more people living and recreating in this area will increase the risk of wildfires being started. There is already a high concentration of irresponsible use of the National Forest in the area, with folks leaving garbage, fire pits, and casings from shooting, as well as driving and camping in unapproved locations. How will Atlantic ensure that damage to the National Forest will not increase with the proposed large increase in residents to this area?
7. This parcel is currently hunting grounds for a red tail hawk. It is also regularly grazed on by a large herd of elk, and is home to many gophers, rabbits, birds, and other wildlife. What accommodations will Altantic provide to not disrupt the wildlife in the area? How will they prevent the displacement of these animals into nearby neighborhoods?
8. The proposed complex would change the parcel to be almost entirely composed of impermeable surfaces. Such surfaces would greatly increase water runoff from the parcel. This runoff would drain into nearby parcels and then into the neighborhood across Lake Mary Road and into Skunk Canyon. The current drainage system through that neighborhood is small, and is unlikely to support the increased volume of runoff water and debris this complex would create. How is Atlantic planning to increase the drainage capacity through this neighborhood? Do they have a contingency plan for the possible damage to residents’ homes and properties in the case of flooding resulting from this increased runoff?
9. The current residents in this area chose this area because it is a rural location, zoned as Rural Residential. They do not wish to live in or near high-density residential areas. Construction of this complex will be a major disruption to our daily lives, then will reduce our property values and destroy the rural character of the surrounding neighborhoods. It is unconscionable that the city of Flagstaff would agree to such a change at the objection of current residents.
10. The increase in residents to the area would greatly increase traffic on Lake Mary Road. How will Atlantic minimize this impact on current residents, commuters, and recreation?
11. How will Atlantic reduce the impact of the noise and light pollution to the area this complex would create?
12. How will Atlantic reduce noise, light, traffic, dust, trash, and other disruptions to current residents during construction and maintenance of this complex?
13. What considerations has Atlantic given to the property owner at the east end of the parcel? That property will be completely surrounded by this complex. How will they be compensated for this devastation of their home?
14. Are there measures in place to be sure these apartments will be occupied by long term residents and not rented to short term renters through sites like AirBnB or VRBO?

I hope that the City of Flagstaff will take all of these concerns into consideration in deciding whether to rezone this parcel. The parcel is currently zoned as Estate Residential. Continuing this designation, or rezoning to Rural Residential or another low-density designation, would allow for the construction of new homes while maintaining the rural character of the area.

Thank you. Please contact me with any questions or needed clarifications.

Elise Rumpf
2283 E Chisholm Trail
Flagstaff, AZ 86005

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~~~~~~~~~~~~~~~~~~~~~~~~~~~
M. Elise Rumpf, PhD
808-366-8970
m.elise.rumpf@gmail.com
~~~~~~~~~~~~~~~~~~~~~~~~~~~

November 18, 2022

Dear Flagstaff Planning and Development Services,

Attn: Michelle McNulty, Planning Director
Bob Caravona, Current Planning Manager
Tiffany Antol, Zoning Code Manager
Wesley Welch, Associate Planner
Patrick St. Clair, Flagstaff City Planner

I am contacting you in regard to the requested zoning change for the proposed project by Atlantic Development and Investments located at 4631 Lake Mary Road (Case No. PZ -21-002130-1). The law firm, Snell and Wilmer, is representing Atlantic Development.

Please do not approve the zoning change from ER (Estate Residential) to HD (High Density) that Atlantic Development and Snell and Wilmer are requesting (Case No. PZ -21-002130-1).

There are other sites within Flagstaff which are already zoned for HD (high density) housing, that have municipal services and amenities where the Atlantic development project can be appropriately built.

I have lived at 4576 Lake Mary Road since 1976 – for 46 years. This neighborhood is zoned RR (Rural Residential). The reasons for my opposition to this rezoning for a high density housing project are:

1. The rural nature of my neighborhood would be impacted very negatively by this proposed development with 202 units – some 3 stories high - and strongly diminish our rural setting. On large lots most homes (39) are single story, ranch style residences, and 8 are two story households – all are for one family. There are two apartment complexes each with 4 units: one on J Diamond (single story) and one (two story) on CO Bar.

2. The volume of renters in the proposed project of 202 units would enormously increase Lake Mary traffic, as well as on John Wesley Powell Boulevard, Lone Tree, and Milton Roads.

   a. This would jeopardize the safety of the many bicyclists and runners on Lake Mary Road.

   b. In the winter with snow and icy conditions on Lake Mary Road, it is often very hazardous for all drivers.

   c. In the summer with the large numbers of boating and camping vehicles - in addition to the many renters from the proposed development using the road way – traffic on Lake Mary Road would be very slow and often experience delays.

3. Our neighborhood is surrounded by Forest Service land and is a transition area to the open space of the forest. The proposed development would dramatically reduce this.

   a. We enjoy much wildlife (elk, deer, coyotes, Javelina, skunks, raccoons) which would be displaced by the proposed development. It is common for elk herds to cross Lake Mary Road by the Water Treatment Plant and by our neighborhood.

   b. Several of my neighbors have chickens, horses and goats.

   c. Many of us have vegetable gardens.

   d. A neighbor and I both have greenhouses.

4. Below are the zoning goals/objectives as stated by the City of Flagstaff but not observed in the Atlantic's proposed, high density development on 14 acres currently zoned ER:

ER: 10-40.30.030 Residential Zones:

A. Intent.

1. **RR.** The Rural Residential (RR) zone applies to areas of the City appropriate for both housing and limited agricultural uses that preserve the area's rural character. This zone is predominantly large lot single-family development. However, it does allow for cluster and planned residential developments, which provide opportunities for higher densities. The RR zone applies to those non-urban areas of the City that cannot be economically and efficiently provided with City services associated with urban living. As such, it is designed for the utilization and enjoyment of the City's unique mountain environment with a minimum amount of municipal services and improvements. This zone is also intended to be used to protect against premature development in areas on the fringe of the urban service area.

2. **ER.** The Estate Residential (ER) zone applies to areas of the City appropriate for estate type housing on large lots and limited agricultural uses. This zone is primarily designed for the utilization and enjoyment of the City's unique mountain environment. The ER zone is intended to encourage landscaping and buffers that preserve and enhance the rural appearance. Cluster and planned residential developments allowed in this zone are intended to promote natural resource protection in the more rural parts of the City. Where substantial areas of open space are provided, this zone allows for a variety of single-family housing types in affordable and planned development options.

5. There is no bus service to this area.

6. My neighbors and I are all on septic tanks.

7. Our neighborhood roads are only dirt.

8. As I mentioned earlier, the homes in our neighborhood are predominating one story, ranch style residences. The Atlantic development has many three story units that will be taller than the surrounding pine trees in the forest.

Plus current existing residences are much less than 3,000 square feet on large lots making the Atlantic Development overwhelming to our rural neighborhood.

9. Since all of the proposed 202 units of the Atlantic development will be rented, there isn't the commitment from those renting to protect our neighborhood's rural values and the surrounding areas.

Please do not approve the zoning variance (Case No. PZ -21-002130-1) for high density development as it will very negatively affect our "unique mountain environment."

Thank you,

Frances Joseph
4576 S Lake Mary Road; Flagstaff, AZ 86005
928-774-4288 franjoseph@npgcable.com

Please forward this letter to the Planning and Zoning Commission: Marie Jones – Vice Chair; Bob Harris, Carole Mandino, Dr. Alex Matiner, Mary Norton, P. Lloyd Paul and Dr. Ricardo Guthrie

Patrick St. Clair

From: Patrick St. Clair
Sent: Tuesday, December 6, 2022 1:55 PM
To: chispablue@yahoo.com
Subject: RE: Snell & Wilmer zoning amendment request for MEGA housing site on Lake Mary Road and Frontier Road

Jackie,

I am in receipt of your comments on this proposal. Thank you for your comments. I will forward them to the applicant, and they will be included as part of the attachments to the staff report for the public hearings when they occur.

Best,

Patrick St. Clair
Planner
Current Planning Program
211 West Aspen Ave
Flagstaff, AZ 86001
Email: pstclair@flagstaffaz.gov
Phone: 928.213.2612

From: Tiffany Antol <TAntol@flagstaffaz.gov>
Sent: Tuesday, November 29, 2022 1:51 PM
To: Alaxandra Pucciarelli <APucciarelli@flagstaffaz.gov>; Patrick St. Clair <pstclair@flagstaffaz.gov>
Subject: FW: Snell & Wilmer zoning amendment request for MEGA housing site on Lake Mary Road and Frontier Road

Tiffany Antol, AICP
Zoning Code Manager
City of Flagstaff | Community Development
211 West Aspen Avenue | Flagstaff, AZ | 86001
P: (928) 213-2605

From: Adam Shimoni <Adam.Shimoni@flagstaffaz.gov>
Sent: Tuesday, November 29, 2022 1:27 PM
To: chispablue <chispablue@yahoo.com>
Cc: Tiffany Antol <TAntol@flagstaffaz.gov>; Daniel Folke <DFolke@flagstaffaz.gov>
Subject: Re: Snell & Wilmer zoning amendment request for MEGA housing site on Lake Mary Road and Frontier Road

Hello Jackie,

Leadership receives and reviews the emails sent to Mayor & Council but I am CCing key staff members to my response just in case they didn't receive your original email. I think you raise some valid concerns but from my

perspective we are in dire need of infill housing. Through the lens of sustainability, vertical infill is much better than single family protecting open space while providing housing to many. Single Family is more of a sprawl approach that ultimately serves less people while developing open space. I don't know how Council will vote and you as a member of the public are welcome to meet with each of us and share your concerns. Council members aren't able to chat with each other much due to open meeting laws but we can chat directly with you.

Hope this helps and let me know if you have any followup questions. Council also meets every Tuesday at 3pm and public comment is always available to members of the public. Public comment on topics not on the posted agenda is taken right at 3pm and you are given 3 minutes to share your thoughts. You can give comments either in person at City Hall or virtually.

Cheers,
- Adam Shimoni
Councilmember

Additional information:
COVID19, Housing, and Eviction Resource Website
Community Resource Guide
Flagstaff Local, My Actions Matter Community Movement
Stream Council Meetings live
Check out Council Agenda's

From: chispablue <chispablue@yahoo.com>
Sent: Wednesday, November 16, 2022 3:20 PM
To: Adam Shimoni <Adam.Shimoni@flagstaffaz.gov>
Subject: Re: Snell & Wilmer zoning amendment request for MEGA housing site on Lake Mary Road and Frontier Road

> You don't often get email from chispablue@yahoo.com. Learn why this is important

Adam,
Thanks for acknowledging that you received my email.
Please forward it to planning and zoning.

What do you think?

Do we have any chance at saving our neighborhood or does money trump all in Flagstaff?

Jackie

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Adam Shimoni <Adam.Shimoni@flagstaffaz.gov>
Date: 11/15/22 11:25 AM (GMT-07:00)

To: jackie kypta <chispablue@yahoo.com>
Subject: Re: Snell & Wilmer zoning amendment request for MEGA housing site on Lake Mary Road and Frontier Road

Thank you for your email Jackie,

- Adam Shimoni
Councilmember

Additional information:
COVID19, Housing, and Eviction Resource Website
Community Resource Guide
Flagstaff Local, My Actions Matter Community Movement
Stream Council Meetings live
Check out Council Agenda's

From: jackie kypta <chispablue@yahoo.com>
Sent: Friday, November 11, 2022 7:37 AM
To: Paul Deasy <Paul.Deasy@flagstaffaz.gov>; Miranda Sweet <Miranda.Sweet@flagstaffaz.gov>; Austin Aslan <Austin.Aslan@flagstaffaz.gov>; Khara House <Khara.House@flagstaffaz.gov>; Jim McCarthy <JMcCarthy@flagstaffaz.gov>; Regina Salas <Regina.Salas@flagstaffaz.gov>; Adam Shimoni <Adam.Shimoni@flagstaffaz.gov>
Subject: Fw: Snell & Wilmer zoning amendment request for MEGA housing site on Lake Mary Road and Frontier Road

> You don't often get email from chispablue@yahoo.com. Learn why this is important

Dear City of Flagstaff Councilmembers,

Regarding the letter from Snell & Wilmer MEGA housing site of Phoenix.

I will simply ask that you NOT allow this amendment(Case No. PZ-21-002130-1)to the current zoning. Primarily because there are other sites in Flagstaff which are already zoned for high density housing, but also for some additional reasons listed below.

1. The sheer volume of people and traffic that this building project represents will profoundly and negatively impact the people who currently live in this area.
2. This oversized housing development would negatively affect house re-sale values in the adjacent area. Including Pine Canyon!
3. The current zoning of ER allows for single family homes on large lots and limited agriculture uses. The Flagstaff City Zoning states, ”This is an important part of the mountain environment”.
4. HD (high density) zones requires amenities that will effectively destroy the rural setting that our current zoning was put in place to protect!
5. Don’t forget that we are in a WATER CRISIS!... an expansion of this size will make this profoundly more difficult to deal with in the near future.
6. As a longtime resident of this neighborhood I hope that you see the value of protecting what we have in Flagstaff. The current families/ residents should be valued and weight should be given to our input.
7. Most of the neighborhoods in this area are still on dirt roads. This is good for the environment and the rural ambience of this area.
8. Most of the neighborhoods in this area are still on septic. Adding city sewer is an expense that can be avoided.
9. The city bus doesn’t come out Lake Mary Road past the Bow and Arrow neighborhood.

Please *“protect the substantial areas of Open Space (that) are provided” and “protect the more rural parts of the city”

*Flagstaff City Zones, Planning information (City of Flagstaff web site No Date: viewed {10/27/2022})

Thank You,

Jackie Kypta FNP-C
2050 E. Chisholm Trail
Flagstaff, AZ 86005
(928) 814-6474

Patrick St. Clair

From: Kim B <kberrier92@gmail.com>
Sent: Monday, November 7, 2022 2:22 PM
To: Tammy Bishop; Michelle J. McNulty
Cc: Patrick St. Clair; Griemsmann, Noel
Subject: Against the Lake Mary HR Zoning Proposal

Some people who received this message don't often get email from kberrier92@gmail.com. Learn why this is important

To whom it may concern,

I am very disheartened to learn of the proposal to rezone and develop the 14-acre section of Lake Mary Rd and Frontier Rd (Case PZ-21-002130-1). I am a resident of Chisholm Tr, less than 0.5 miles from this site, and I'm very concerned about the impact this will have on the area, including increased traffic, environmental damage, and general detriment to the aesthetic and quality of life along this corridor.

Expanding city sprawl is not what Flagstaff is about, and especially not what this area on the outside of town is about, where the rural forest dwelling is the ideal. It has come to my attention that there are several lots already assigned High Density Residential property status within the city of Flagstaff, and developing these properties would fill in gaps rather than expand the sprawl further toward the city's outer limits. I urge the city and developers to consider one of these properties instead.

I will be attending the neighborhood meeting to voice my concerns as well, but I wanted to take the time to reach out personally and express how sad I am to hear of this plan.

Thank you for your time,
Kim Berrier

Patrick St. Clair

From: laura18lr flag <laura18lr@hotmail.com>
Sent: Monday, November 21, 2022 12:38 PM
To: Patrick St. Clair
Subject: Re: Zoning Change Request for 4631 Lake Mary Road (Case No. PZ -21-002130-1)

You don't often get email from laura18lr@hotmail.com. Learn why this is important

Thank you for your email and for confirming. Much appreciated!
Laura

From: Patrick St. Clair <pstclair@flagstaffaz.gov>
Sent: Monday, November 21, 2022 10:58 AM
To: laura18lr flag <laura18lr@hotmail.com>
Cc: Mike Taylor <flagmt@live.com>
Subject: RE: Zoning Change Request for 4631 Lake Mary Road (Case No. PZ -21-002130-1)

Laura,

Thank you for your comments. I am forwarding a copy of the comments to the applicant and a copy of your comments will become part of the attachments to the staff report for Planning and Zoning Commission public hearing.

Best,

Patrick St. Clair
Planner
Current Planning Program
211 West Aspen Ave
Flagstaff, AZ 86001
Email: pstclair@flagstaffaz.gov
Phone: 928.213.2612

From: laura18lr flag <laura18lr@hotmail.com>
Sent: Monday, November 21, 2022 10:18 AM
To: Patrick St. Clair <pstclair@flagstaffaz.gov>
Cc: Mike Taylor <flagmt@live.com>
Subject: Zoning Change Request for 4631 Lake Mary Road (Case No. PZ -21-002130-1)

You don't often get email from laura18lr@hotmail.com. Learn why this is important

Hello Mr. St. Clair,
Would you please confirm receipt of our message below?
Thank you,
Laura Taylor

11/21/22

To: Patrick St. Clair, Flagstaff City Planner
From: Laura and Mike Taylor, 2020 E. Chisholm Trail
Re: Zoning Change Request for 4631 Lake Mary Road (Case No. PZ -21-002130-1)

Dear Mr. St. Clair,

We write to share our concerns about the proposed zoning change for 4631 Lake Mary Road. We oppose the rezoning of the property from Estate Residential to High Density at this time.

At the Nov. 10 neighborhood meeting about the project, personnel from Atlantic Development and Snell & Wilmer shared their plans for the property. Based on their plan and comments, we have reviewed relevant documentation including the:

- Housing Emergency Resolution
- Flagstaff's 10-Year Housing Plan
- Flagstaff Regional Plan
- Flagstaff Incentive Policy for Affordable Housing
- And others

While we understand that the availability of developable land in Flagstaff is significantly constrained (negatively impacting all types of housing – not just affordable housing), the rezoning of this specific parcel would conflict with key elements we see in Flagstaff planning strategies.

- The Housing Resolution notes that "housing opportunities close to employment, activity centers and permanent transit reduces greenhouse gas emissions, furthering goals identified in the City's Climate Action and Adaptation Plan and Flagstaff's Regional Plan." This parcel does not meet these criteria.

- Unlike other developments such as Trailside Apartments and Elevation Apartments, the location is not close enough to an activity center to reasonably (not to mention safely) allow residents to access shopping via foot, bicycle or public transportation.

- The location is more than ½ mile from a bus stop (see the requirements of 3.1.2 of the Incentive Policy for Affordable Housing).

- Flagstaff's 10-Year Housing Plan notes the need for "missing middle" housing that is of a "perceived density – similar in form to single family homes – is also more compatible with established neighborhoods where the scale of development is important to local residents." For those of us in the Rural Residential neighborhood directly opposite the proposed project, the high density of the

proposed project is a significant departure from the scale of our area.

- The "missing middle" section of the 10-Year Housing Plan also notes that "transitioning from car-dependent development to more walkable, pedestrian-oriented development is also integral to achieving the City of Flagstaff's carbon neutrality goals." The proposed location project does not align with this effort at this time.

- The 10-Year Plan also states that ensuring that affordable housing "is well-integrated into the neighborhood, within walking distance to public transportation, schools, medical facilities, and grocery stores, is key to building a healthier more livable Flagstaff." The proposed project does not meet these standards.

- As noted in the 10-Year Plan, transportation contributes significantly to the cost of living in Flagstaff. The location of the proposed project would almost certainly require car ownership, which is a burden for low-income families: "Transportation costs tend to be lower for those living in neighborhoods where it is safe and accessible to walk, bike, or take transit." The proposed location does not meet these criteria.

- Major utility infrastructure does not currently reach the proposed location. While the developer is willing to extend the utilities for this specific purpose, the proposed development would be the end of the line for these utilities given the forest service boundary that surrounds it. In other words, the utilities would benefit the proposed development but not lay the groundwork for utilities that could be further leveraged for subsequent development.

- Related to the Regional Plan, the proposed location offers almost no benefits in relation to travel corridors. The amount of traffic on Lake Mary Road, especially heading into Flagstaff at peak times, would significantly increase, adding to delays that already exist at the intersection of Beulah Blvd. and Lake Mary Road, and on Lone Tree (accessed via JW Powell Blvd.). The proposed location may be more viable in the future once additional transit circulation has been improved.

- Policy T.2.5 of the Regional Plan notes need to "continue to seek means to improve emergency service access, relieve and manage peak hour congestion, and expand multi-modal options in the US 180 Corridor." Lake Mary Road continues to see an increasing number of travelers (many pulling travel trailers, boats, etc.), especially on holiday weekends. Given the lack of circulation beyond Lake Mary Road's two lanes, the proposed project would further add to the congestion and negatively impact emergency services access. **The proposed project could create or exacerbate a problem like the Highway 180 one instead of preventing it.**

- Policy LU.5.2. of the Regional Plan states a desire to "Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services." The location of the proposed project is the definition of peripheral expansion, not infill development. Other locations in Flagstaff make much more sense for infill development than an isolated property at the far boundary of developable land.

The 10-Year Housing Plan included a housing gap analysis that demonstrated a significant need for additional housing. The impact of the proposed project in relation to these needs would be minimal as indicated below:

- The number of housing units (202) would only reduce the undersupply of housing units (7,976) by *2.5%.*
- The number of households with affordable housing needs (12,072) would only be reduced by a maximum of 40 (Atlantic states that approximately 20% of the 202 units will be affordable housing units), thus by *.33%* (***one-third of one percent****)*.

We acknowledge and applaud the City of Flagstaff's work to expand affordable housing and the successful partnerships created and implemented to date. We also acknowledge Atlantic Investments' desire and willingness to provide affordable housing units in the Flagstaff community.

However, the proposed project's potential impact is not great enough to support a rezoning that at this juncture is not aligned with the infrastructure, amenities, transportation and services that Flagstaff's planning documents indicate its residents need and deserve. Therefore, we urge you to deny the request for rezoning.

We look forward to learning more about next steps and future opportunities for us to participate in further review and conversation about the proposed project.

Sincerely,

Laura Taylor (laura18lr@hotmail.com) and Mike Taylor (flagmt@live.com)

Patrick St. Clair

From: Marilyn Lira <marilyn.i.lira@gmail.com>
Sent: Sunday, February 5, 2023 11:54 AM
To: Patrick St. Clair
Subject: PZ- 21-002130-1

You don't often get email from marilyn.i.lira@gmail.com. Learn why this is important

I am a homeowner in this area. I wanted to reach out regarding this proposed development. I am against this plan for several reasons. I hope that the people responsible for making this decision with the city will take the following concerns into consideration when evaluating whether to allow this zone change. The concerns are as follow:

The community in which this development is proposed is predominantly against it. Each neighborhood around the proposed development has specific concerns as well as shared concerns with the entire community of how we will all be negatively impacted by this new development. Personally, I do not have much spare time to spend with this. I am taking time now to advise you on my position.

The high density of rental unit projects already being added to Lake Mary Road must be considered. Natural resources like water, clean air, dark skies, quiet rural peace, local food supply will all be affected by this additional development. Our community also will suffer from increased traffic (as well as the pollution and danger that comes with that), increased fire hazards, the increased encroachment on the wildlife in this area, increased pollution of the lakes in this area, noise and light pollution in our otherwise quiet community, crime associated with low income housing, no pride of ownership, demand on our local grocery stores, demand on our local gas stations, demand for our road repairs, increased and consecutive population on already snow burdened roads during winter months and demand on emergency services.

It is also worth considering the fact that the revenue generated by this development is not something that benefits Flagstaff by way of increasing property values long term. In fact, it takes up precious real estate that could otherwise be used to construct real property that could be purchased by individuals who are willing to be invested as long term homeowners. Flagstaff needs more actual homes for sale, not more rentals.
Flagstaff already has an issue with "out of town" property management and maintenance when it comes to many of the already existing rental properties in this town. I am sure that the department that issues permits for repairs and construction for our city's "fixer uppers" can attest to that.

Is it within the city's power to ask that this development be designed for residential sale? Can we stop short sighted greed from destroying another beautiful area of our ever expanding town despite the long term effects on the already established residents? We continue as residents here with tax and voting responsibilities despite the ever rising cost to live here. Surely, there must be some responsibility in how many people we allow in an area. We certainly have a responsibility to protect the value and experience of being able to live here.

I purchased a home in this area of Flagstaff because I did not want to start my family in a highly populated urban area. Lake Mary has high density apartments near the highway off Buelah. If this development is allowed, this will be the furthest of its kind this far down Lake Mary. It would set a precedent that more growth of this kind could happen on this road right next to my home. Access to my home will be affected potentially during the construction of this complex, as well as forever because of the residents needing access to their parking lots. This developer is not looking to create a long term housing solution for flagstaff but to capitalize on short sighted monetary gains made possible by "growth plans" that were proposed over 20 years ago. I believe the value of my property will be affected negatively by having this development allowed to be put next to my home.

Who is in charge of representing us and our concerns with the city? This ongoing degradation of our city will only stop when our city representatives (like yourself Mr. St. Pierre) will step in and help us.

I'm very interested in hearing your thoughts on this matter. I appreciate your time, your attention and hopefully your care about this matter that is close to our hearts and homes.

Respectfully,
Marilyn Stevenson
928-304-0809
Lake Mary Resident

Patrick St. Clair

From: Mary Anne McLeod <mamcleod@npgcable.com>
Sent: Wednesday, December 7, 2022 11:07 AM
To: Patrick St. Clair
Cc: Griemsmann, Noel
Subject: Re: Public comments on Lk Mary Housing project

Thank you for the opportunity to comment on the proposed Lake Mary Housing project.

As an 18-year resident of Frontier Homesites, I was dismayed to see the Lake Mary Housing proposal for the construction of 202 units at 4631 Lake Mary Road. I am well aware of the housing difficulties currently affecting Flagstaff and the shortage of affordable rental housing; however, this semi-rural area is not the place for an apartment complex. I—and many of my neighbors, several of whom have lived here longer than I—chose this neighborhood because we prize the semi-rural character of the area. For the privilege of living here, we accept certain inconveniences: there is little cell service, dust clouds billow down the unpaved streets in every strong wind, there are no sewer connections, the nearest bus stop is over a mile away, and we are among the last to be plowed out after a storm. Some of these characteristics, such as the lack of cell service and public transportation, make this area a poor choice for an apartment complex, and I urge the City of Flagstaff not to approve the rezoning request.

The installation of the proposed housing project would approximately triple the number of people who live in the neighborhood and would irreparably diminish the character that I and other residents value. I learned in the public meeting that the developer will pay for the extension of a sewer line to the proposed project, yet the City of Flagstaff has no intention of making sewer connections available to the current residents. If we are forced to give up the rural character we currently enjoy, I hope the City would at least consider giving us some of the benefits that residents of more urban and suburban areas are afforded, such as sewer service.

Sincerely,
Mary Anne McLeod
2256 CO Bar Trail

> On Dec 5, 2022, at 2:28 PM, Patrick St. Clair <pstclair@flagstaffaz.gov> wrote:
>
> Sorry about that. Noel is copied here.
>
> Best,
>
> Patrick St. Clair
> Planner
> Current Planning Program
> 211 West Aspen Ave
> Flagstaff, AZ 86001
> Email: pstclair@flagstaffaz.gov
> Phone: 928.213.2612
>
> -----Original Message-----

From: Mary Anne McLeod <mamcleod@npgcable.com>
Sent: Monday, December 5, 2022 2:00 PM
To: Patrick St. Clair <pstclair@flagstaffaz.gov>
Subject: Re: Public comments on Lk Mary Housing project

[You don't often get email from mamcleod@npgcable.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Patrick,
Thanks for your reply. I don’t see the applicant cc’ed?

Sent from MA's iPhone

> On Dec 5, 2022, at 11:14 AM, Patrick St. Clair <pstclair@flagstaffaz.gov> wrote:
>
> Mary,
>
> Pease direct your comments on the proposal to myself and to the applicant (included on this response). The best way to make your comments is in email format. Your emailed comments will be received by the applicant and included as an attachment to city staff's report to the Planning and Zoning Commission and to City Council public hearings.
>
> Please let me know if you have any other questions.
>
> Best,
>
> Patrick St. Clair
> Planner
> Current Planning Program
> 211 West Aspen Ave
> Flagstaff, AZ 86001
> Email: pstclair@flagstaffaz.gov
> Phone: 928.213.2612
>
> -----Original Message-----
> From: Mary Anne McLeod <mamcleod@npgcable.com>
> Sent: Monday, December 5, 2022 10:22 AM
> To: Patrick St. Clair <pstclair@flagstaffaz.gov>
> Subject: Public comments on Lk Mary Housing project

[You don't often get email from mamcleod@npgcable.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

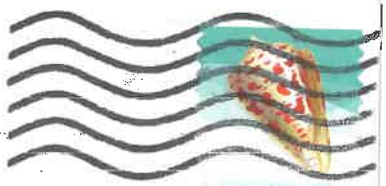
Can I still submit comments on the Lk Mary Housing project (4631 S Lake Mary Rd)? If so, to whom should I send them? I know that information is in the letter that was mailed out, but I can't locate that at the moment.

Thanks,

Mary Anne McLeod

World War II patriotic-themed playing cards,
featuring Hitler and Mussolini as jokers in the pack.

PHOENIX AZ 852
18 MAR 2023 PM 9 L



Case #PZ-21-002130-1
Parcel # 115-03-001A

This development should cut down to half the size!!

Yi A

86001-535911

KIT HEINRICHS COLLECTION · PHOTO BY TERRY HEFFERNAN

City of Flagstaff Planning &
Development Services
Department

211 West Aspen Ave.
Flagstaff, AZ 86001

"Dollar Flag," artwork by Ray Beldner,
made in 1997 from 157 dollar bills stitched together.

PHOENIX AZ 850 9
PM
11 APR
2023

Case #PZ-21-002130-1
Parcel # 115-03-001A

Ladies & Gentlemen:
I would like you to know that I am against this proposed zoning change! People live in a country location to get away from cluttered-home living! Young families w/Kids DO NOT want the added chaos & traffic that it would cause!

KIT HEINRICHS COLLECTION · PHOTO BY TERRY HEFFERNAN

City of Flagstaff Planning &
Zoning

211 West Aspen Ave.
Flagstaff, AZ 86001

These are only a few considerations. Please deny the zoning change! Thank you.

Mary Vasquez-Powell
Flagstaff

PHOENIX AZ 852

15 APR 2023 PM 9 L

* Scrimshaw of American bald eagle and shield carved on whale tooth, circa 1880

Case #PZ-21-002130-1
Parcel # 115-03-001A

To Committee Members.

I am asking you to please not allow the proposed zoning change on this item. That property houses many young families with small children. The added chaos, traffic and clutter could hurt them. People want to raise their families in a non-cluttered living environment! Wildlife matters too! Herds of elk live here too! Kent Powell FLAGSTAFF

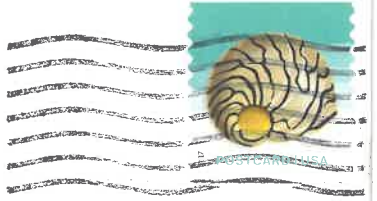
City of Flagstaff Planning &
Zoning

211 West Aspen Ave.
Flagstaff, AZ 86001

KIT RICHS COLLECTION · PHOTO BY TERRY HEFFERNAN

Case #PZ-21-002130-1
Parcel # 115-03-001A

PHOENIX AZ 850 PM 21 MAR 2023



* PLEASE do NOT approve zoning change request referenced above - the development would significantly + negatively impact traffic on Lake Mary Road which is dangerous for my family in winter conditions and high volume summer months.
~Brian Schmitz

City of Flagstaff Planning &
~~Development Services Department~~ Zoning

211 West Aspen Ave.
Flagstaff, AZ 86001

KIT RICHS COLLECTION · PHOTO BY TERRY HEFFERNAN

March 9, 2023

Transmitted via Email and Certified Mail

Mr. Patrick St. Clair
City of Flagstaff Planner
211 West Aspen Avenue
Flagstaff, AZ 86001

RE: **RE: Case No. PZ-21-002130-1)**

The Second Neighborhood Meeting Notification for Property Located at Northwest Corner of Lake Mary Road and Frontier Road in Flagstaff, Arizona, being developed by Atlantic Development & Investments, Inc. ("Atlantic"). Proposed Zoning Change to accommodate 202 Residential Rentals.

Dear Mr. St. Clair:

We own the following properties across the road from the above proposed development:

5380 SJ Diamond Road A/KA Assessors # 115-04-038A
5385 SJ Diamond Road A/KA Assessors # 115-04-028
5420 SJ Diamond Road A/KA Assessors # 115-04- 33A

Our Parents purchased and developed properties on S.J. Diamond Rd. in the 1950's. My brother and his wife also own some parcels of land on S. J Diamond Rd, as well. We have managed to keep and maintain all these properties in our family. One of the beauties of our location, which our parents desired when purchasing these properties, as well as our own preferences, has been the low density and rural setting that we have been able to enjoy in this neighborhood off Lake Mary Road.

We are opposed to this high-density multi-family development being built across the road from us. For nearly 70 years our family has enjoyed the rural setting that this part of town has afforded us. We see no advantage regarding this development as proposed, and therefore want to go on the record for opposing it as has been presented to us. The zoning from ER to HR is antithetical to those who have chosen to invest in rural property. Additionally, our reasons for opposing this High Density development include: traffic, congestion, crime, pollution, and a drain on natural resources. For some years, water has been a big issue for the City of Flagstaff.

If you were proposing that as result of the development, we would be offered City Services such as sewer, paving S.J Diamond Road down to the end of the road, as well as improving our Cell Phone Converge all at no extra charge to us, we might have to reconsider. However, as this development has been presented, we are opposed to it.

We can be contacted at (903) 879-2012, should you have any questions.

Respectfully Submitted –

Dr. and Mrs. Richard Sanchez

Cc: Michael Maerowitz mmaerowitz@swlaw.com
Alaxandra Pucciarelli apucciarelli@flagstaffaz.gov

Dr. + Mrs. Richard Sanchez
305 NW CR 0008
Corsicana, Texas,
75110

CERTIFIED MAIL®

7019 0140 0000 1507 8913

Mr. Patrick St. Clair
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona,
86001

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RDC 04

Patrick St. Clair

From: Patrick St. Clair
Sent: Tuesday, December 6, 2022 10:29 AM
To: Sheila Murray
Cc: Griemsmann, Noel; McCann, Ryan
Subject: RE: rezoning of property on Lake Mary Road, Snell & Wilmer development

Sheila,

Please let me know your physical address and I will have the applicant include you on the list of those required to be sent mailed notifications for the neighborhood meetings and public hearings.

I am also including the applicant on this response so they receive your information for notification purposes.

Best,

Patrick St. Clair
Planner
Current Planning Program
211 West Aspen Ave
Flagstaff, AZ 86001
Email: pstclair@flagstaffaz.gov
Phone: 928.213.2612

From: Sheila Murray <sheila.c.murray@gmail.com>
Sent: Friday, December 2, 2022 12:23 PM
To: Patrick St. Clair <pstclair@flagstaffaz.gov>
Subject: rezoning of property on Lake Mary Road, Snell & Wilmer development

> You don't often get email from sheila.c.murray@gmail.com. Learn why this is important

Hello Mr. St. Clair,

I would like to be put on a notification list regarding the City's potential re-zoning of the property on Lake Mary Road. I am sure you are aware many residents neighboring the parcel were very upset at the Neighborhood Meeting that took place on November 10th. Mostly it seems the main complaint/question is why the developer did not invest in a suitably zoned parcel for high-density, rather they purchased a rural parcel hoping the City would change the zoning to high-density. Is there a schedule of events as this potential re-zoning takes place, and will the developer hold another neighborhood meeting?
Thanks very much for your time,
Sheila Murray

11/19/2022

To: Flagstaff Planning and Zoning

Attn: Patrick St. Claire, Flagstaff City Planner

I am contacting your office in regard to the requested zoning change for the proposed project the Atlantic Development and Investment located at 4632 Lake Mary Rd. (Case No. PZ-21-002130-1)

I am against the zoning change from ER (Estate Residential) to HD (High Density) located at 4631 Lake Mary Rd.

I Attended the Neighborhood Meeting Courtyard Marriot on Thursday, November 10, 2022.

There are many red flags contained in their proposal, but let's start at the beginning.

I received the site plan for the zoning change in the mail. The print of the details were impossible to read. Please send the site plan to the city council and see if they can read it and make sense of it. Surely, I cannot. I would love to hear their response.

The meeting at the Courtyard Marriot on Nov. 10 was a mismanaged mess and many people were standing. They limited this meeting to one hour. There were no city officials present. Is that standard procedure? People were talking over one another and it became very emotional. I raised my hand several times, but was not recognized until they took the last question. I will get that question at the end of this letter.

Another red flag is the concern over the tremendous traffic congestion. The presenters had their traffic specialist on a zoom call which we could not hear. There is a lack of transparency here.

So let us get to the meat and bone of these proposed zoning changes. It will radically impact all of the surrounding neighborhoods.

One of the biggest concern is traffic congestion. The zoning change call for 200 plus housing units one to three stories high which means over 600 people living and commuting to Lake

Mary Rd. daily. I/we need to see and hear a more detailed about the traffic. How can the existing roadway handle this increase? We have runners, walkers, and bicycles going up and down the road. Are they going to be safe? When the tourist season comes the road will be used RVs, motorcycles, camper vans, boat trailers, and local lake users. The presenters from Atlantic from Atlantic did not address this issue. The bigger issue at hand is the other two high density housing projects near Bow and Arrow Estates and Ponderosa Trails along with the new hospital that is coming. Beulah Blvd. and Lake Mary Rd. intersection will be a disaster. Of course, Atlantic failed to address the big picture. This is another example of their lack of transparency. The people who live out here came for the rural setting. I also have a problem with high density house as it will destroy the value of my property. I have lived here for thirty years plus. A zoning change to high density will take my financial security away. It is my biggest investment to secure my future. This is rural area hwere people have one story houses, chickens, horses and animals. People have gardens and greenhouses. Putting up three story housing units will disrupt our lives.

Does the city or developer have a plan to study Native American cultural artifacts on 14 acres located at 4631 Lake Mary Rd. (Case No. PZ-21-002130-1) ?

According to the City of Flagstaff, we have a housing crisis. The only crisis we have is one of imagination. We have county land, we National Forest land, and we have State Land that can be traded. This proposed zoning change goes along the lines of people STACKING. You will see an increase in road rage, accidents and many angry people if this zoning goes through.

In regard to my 4635 Lake Mary Rd. property, I am an island surrounded by At lantic Development and Investments property. I cannot read the specifics of their plan. What are the setbacks from my property line(s)? The plan as far as I can see has two story townhouses and parking lot on one side of my property (I say again what are the setbacks?) What about the pollution that will be around my property from vehicles starting up at all hours of the day and Night?

So let's get back to the meeting Nov. 10 at the Courtyard. I was the last person to ask a question in the short one hour meeting. Actually, I had to stand to get some attention after an hour raising my hour (I guess being polite doesn't work with Atlantic) . According to Atlantic Development and Investment plan, they propose a DOG PARK in alongside and front of my home. Not only does this devalue my home and future, but has health concerns like animal waste. Across Frontier Ave.(next to my home) there is hundreds if not thousands of acres to walk a dog. Why put it next to my house. That's easy. In the world of psychology, we call this Passive/Aggressive Behavior. My question to the presenter, "Do you want a DOG PARK in front your house?" They had a glazed look in their eyes and did not respond.

Again, I do not want a zoning change at 4631 Lake Mary Rd. (Case No. PZ-21-002130-1).

Tim Hamrah, 4635 Lake Mary Rd. Flagstaff, Arizona 86005
tim.hamrah@gmail.com

DENSITY NARRATIVE

THE PROJECT PROPOSES A BASE MAXIMUM DENSITY OF 13 UNITS PER ACRE. THE DEVELOPMENT WILL INCORPORATE WORKFORCE HOUSING AND UTILIZE THE DENSITY BONUS AVAILABLE PER THE AFFORDABLE HOUSING INCENTIVES TO ACHIEVE TARGET DENSITY OF 14.5 DU/ACRE. MORE SPECIFICALLY, ATLANTIC IS PROPOSING 20% AFFORDABLE HOUSING FOR THE DEVELOPMENT. BASED ON THE GROSS ACREAGE OF THE SITE, 13.96 ACRES, THE MAXIMUM NUMBER OF UNITS PERMITTED IS 181 UNITS (AT 13 DU/ACRE). USING THE DENSITY MULTIPLIER PER TABLE 10-30.20.020.A, THE DENSITY BONUS IS UP TO 45%. THE TOTAL NUMBER OF UNITS POTENTIALLY PERMITTED WITH THE DENSITY MULTIPLIER WOULD BE 262 UNITS (181 UNITS + 81 DENSITY BONUS UNITS). THE SITE PLAN AS CURRENTLY DESIGNED PROVIDES 202 TOTAL UNITS, WHICH IS UNDER THE MAXIMUM THAT IS PERMITTED BASED ON THE PERCENTAGE OF AFFORDABLE UNITS PROVIDED. THIS UNIT COUNT ALLOWS FOR THE DENSITY NEEDED TO PROVIDE THE APPROPRIATE INFRASTRUCTURE TO THE DEVELOPMENT, WHILE NOT MAXING OUT THE NUMBER OF UNITS PERMITTED ON THE SITE

BUILDING AREAS

BLDG#	TYPE	AREA	BLDG#	TYPE	AREA
1	3	4,380 S.F.	15	11	16,560 S.F
2	1	6,350 S.F.	16	1	6,350 S.F.
3	2	6,554 S.F.	17	2	6,554 S.F.
4	1	6,350 S.F.	18	1	6,350 S.F.
5	2	6,554 S.F	19	1	6,350 S.F.
6	1	6,350 S.F.	20	2	6,554 S.F.
7	2	6,554 S.F.	21	1	6,350 S.F.
8	1	6,350 S.F.	22	6	10,395 S.F.
9	10	6,582 S.F	23	4	5,485 S.F.
10	7	5,475 S.F	24	5	7,679 S.F.
11	7	5,475 S.F	25	7	5,475 S.F.
12	9	3,753 S.F.	26	12	106,240 S.F.
13	8	5,940 S.F	27	13	1,040 S.F.
14	4	5,485 S.F	TOTAL		±277,271 S.F.

FIRE LINE WATERLINE NARRATIVE

WATER MAIN THROUGHOUT THE SITE IS 8" PVC.
THE HYDRANTS ARE CONNECTED TO THE MAIN WITH 6" DIP.
THE SPRINKLER LINES ARE 4" PVC
THE DOMESTIC LINES WILL BE <2" PVC.

OPENSPACE & CIVIC SPACE AREAS:

OPENSPACE:

REQUIRED:
15% GROSS SITE = 608,908 S.F. x 15% = 91,336 S.F.
MIN 15 FT WIDE AND NO LESS THAN 400 S.F.

PROVIDED:
MULTIPLE OPENSPACE AREAS: 117,810 S.F.

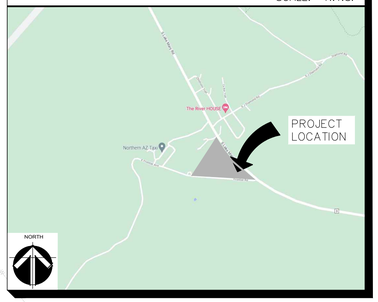
CIVIC SPACE:

REQUIRED:
5% GROSS SITE = 608,908 S.F. x 5% = 30,445 S.F.

PROVIDED:
MULTIPLE CIVIC SPACES AREAS: 32,536 S.F.

VICINITY MAP:

SCALE: N.T.S.



LEGEND

- SETBACK LINE
- PROTECTED PONDEROSA PINE
- UNPROTECTED PONDEROSA PINE
- FIRE RISER & FDC LOCATION
- PROPOSED FIRE HYDRANT, 6" LINE
- CONCRETE SIDEWALK
- PERVIOUS SURFACE
- PROPOSED DRAINAGE ARROW
- BUILDING NUMBER / BUILDING TYPE (e.g. 2 | 2)
- # OF SPACES IN ROW — 9'X19' PARKING SPACE, 9'X16'-6" WITH 2'-6" O.H., 9'X22' PARALLEL PARKING
- 35' INSIDE TURNING RADIUS, 55' OUTSIDE TURNING RADIUS, 20 FT WIDE — IN ACCORDANCE WITH FIRE DEPT. STDS
- PROPERTYLINE
- ACCESSIBLE PATH OF TRAVEL
- OPENSPACE AREA
- CIVIC SPACE AREA

REFUSE AND RECYCLING NARRATIVE:

THREE WASTE AND RECYCLING ENCLOSURE LOCATED THROUGH OUT THE SITE. THE ENCLOSURE IS CONSTRUCTED WITH CMU BLOCKS, STEEL GATES, CONCRETE FLOOR AND OPEN AIR ROOF BASED ON CITY STANDARDS. TENANTS ACCESS WASTE AND RECYCLE CONTAINERS VIA STEEL GATES. ON PICK UP DAYS WASTE SERVICE PERSONNEL ACCESS THE CONTAINERS VIA METAL GATES LOCATED ON THE DRIVE AISLE.

REQUIRED:
WASTE: 3 CUBIC YARDS OF PER 20 UNITS = 202 UNITS/20 = 10.1 x 3 C.Y. = 30.3 C.Y. PER WEEK
RECYCLE: 3 CUBIC YARDS OF PER 20 UNITS = 202 UNITS/20 = 10.1 x 3 C.Y. = 30.3 C.Y. PER WEEK

PROVIDED:
WASTE: THREE 6 C.Y. CONTAINERS WITH TWICE WEEK PICKUP WILL ALLOW FOR 36 C.Y. RECYCLE A WEEK
RECYCLE: THREE 6 C.Y. CONTAINERS WITH TWICE WEEK PICKUP WILL ALLOW FOR 36 C.Y. RECYCLE A WEEK

IMPERVIOUS AREAS: (REFER TO RESOURCE PROTECTION PLAN)

EXISTING:
NOT APPLICABLE, UNDEVELOPED SITE

PROPOSED:

DRIVE AISLE/PARKING AREAS:	169,367 S.F.
CONCRETE SIDEWALKS:	4,031 S.F.
ROOFTOPS:	168,520 S.F.
TOTAL INCREASE IN IMPERVIOUS AREA	341,918 S.F.
L.I.D. VOLUME REQUIRED	= 341,918 / 12 = 28,493 CU.FT.
PRELIMINARY ESTIMATE OF L.I.D. VOLUME SHOWN	32,417 CU.FT.

PROJECT DATA

OVERALL SITE DATA: 4631 S LAKE MARY RD, FLAGSTAFF, AZ 86001

SITE AREA: ±13.96 GROSS ACRES, ±12.919 NET ACRES

FLOOD ZONE: ZONE 'X' PER PANEL 04005C6819G

ZONING: EXISTING: ER – ESTATE RESIDENTIAL
PROPOSED: HR – HIGH DENSITY RESIDENTIAL, RESOURCE PROTECTION OVERLAY

EXISTING USE: VACANT LAND
PROPOSED USE: MULTI-FAMILY

MAXIMUM DENSITY ALLOWED: 22 MIN DU/NET AC
PROPOSED DENSITY: 14.5 DU/NET AC
BASE DENSITY: 13 DU/NET AC
MAXIMUM BUILDING HEIGHT: 60 FEET
PROPOSED BUILDING HEIGHT: TOWNHOMES 30/37 FEET (2&3 STORIES), MULTI-FAMILY 46 FEET (3 STORIES).

LOT COVERAGE: (157,710 S.F. / 562,752 S.F NET) = 28%

TOTAL UNIT MIX (MF):

ONE BEDROOM UNITS:			35	(49.3%)
TWO BEDROOM UNITS:			30	(42.3%)
THREE BEDROOM UNITS:			6	(8.4%)
TOTAL:			71	D.U.

UNIT TYPE		GROSS AREA	UNITS	GROSS AREA
UNIT A1	1 BED/1 BA	686 S.F.	5	3,430 S.F.
UNIT A2	1 BED/1 BA	749 S.F.	8	5,992 S.F.
UNIT A3	1 BED/1 BA	811 S.F.	5	4,055 S.F.
UNIT A4	1 BED/1 BA	900 S.F.	6	5,400 S.F.
UNIT A6	1 BED/1 BA	771 S.F.	11	8,481 S.F.
UNIT B1	2 BED/2 BA	1,072 S.F.	11	11,792 S.F.
UNIT B2	2 BED/2 BA	1,174 S.F.	12	14,088 S.F.
UNIT B3	2 BED/2 BA	1,104 S.F.	7	7,728 S.F.
UNIT C1	3 BED/2 BA	1,408 S.F.	6	8,448 S.F.
TOTAL:			71 D.U.	69,414 S.F.
AVG. S.F.				978 S.F.

TOTAL UNIT MIX (TH):

TWO BEDROOM UNITS:			84	(64%)
THREE BEDROOM UNITS:			47	(36%)
TOTAL:			131	D.U.

UNIT TYPE		GROSS AREA	UNITS	GROSS AREA
AA (1095)	2 BED/2 BA	1,095 S.F.	19	20,805 S.F.
AB (1097)	2 BED/2 BA	1,097 S.F.	23	25,231 S.F.
AC (1175)	2 BED/DEN/2 BA	1,175 S.F.	26	30,550 S.F.
AD (1181)	2 BED/2 BA	1,181 S.F.	16	18,896 S.F.
BA (1283)	3 BED/2 BA	1,283 S.F.	10	12,830 S.F.
BB (1485)	3 BED/2 BA	1,485 S.F.	11	16,335 S.F.
BC (1638)	3 BED/2 BA	1,638 S.F.	13	21,294 S.F.
BD (1850)	3 BED/2 BA	1,850 S.F.	13	24,050 S.F.
TOTAL:			131 D.U.	169,991 S.F.
AVG. S.F.				1,298 S.F.
TOTAL OVERALL UNITS:			202 D.U.	

TOTAL PARKING:

PROVIDED:	
GARAGE PARKING (MULTI-FAMILY – 10 FT X 20FT CLEAR)	34 P.S.
GARAGE PARKING (TOWNHOME – 10 FT X 20FT CLEAR)	262 P.S.
COVERED PARKING	0 P.S.
OPEN PARKING	141 P.S.
TOTAL PROVIDED:	437 P.S.
	2.2 SPACE PER UNIT
REQUIRED (MULTI-FAMILY):	
ONE BEDROOM: (1.5 SPACE) 35 x 1.5 =	53 P.S.
TWO BEDROOM: (2.0 SPACE) 30 x 2 =	60 P.S.
THREE BEDROOM: (2.0 SPACE) 6 x 2 =	12 P.S.
GUEST: (0.25 SPACES) 71 x 0.25 =	18 P.S.
TOTAL REQUIRED:	143 P.S.
REQUIRED (TOWNHOME):	
TWO BEDROOM: (2.0 SPACE) 84 X 2 =	168 P.S.
THREE BEDROOM: (2.0 SPACE) 47 x 2 =	94 P.S.
GUEST: (0.25 SPACES) 131 x 0.25 =	33 P.S.
TOTAL REQUIRED:	295 P.S.
TOTAL OVERALL PARKING REQUIRED:	438 P.S.
MAX PARKING ALLOWED (5% OVER REQUIRED):	460 P.S.
ACCESSIBLE PARKING:	
REQUIRED (PER TABLE 10-50.80.080.B – 401 TO 500 STALLS):	10
PROVIDED:	10
BIKE PARKING (5% OF THE REQUIRED PARKING AREA):	
439 PARKING SPACES x 5% = 22 BIKE PARKING REQ'D / 24 PROVIDED.	
EV-READY OUTLETS (PER IBC SECTION 429)	
REQUIRED (PER TABLE 429.1 – 100+ PARKING SPACES):	3
PROVIDED:	4
CONSTRUCTION OCCUPANCY GROUP AND TYPE	R2 / V-A

SITE PLAN "I"

biltform architecture group, inc.
11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences
4631 S LAKE MARY RD. FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0536

REVISIONS:
1 –
2 –
3 –
4 –
5

JOB NO: 21-028
SCALE: 1" = 50'
SHEET NO: A1.0

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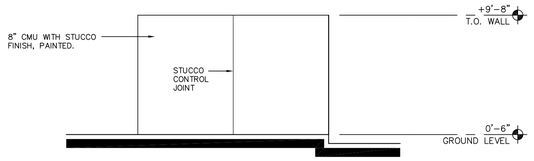
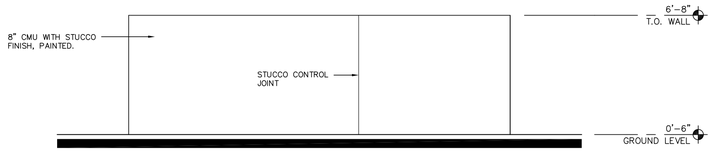
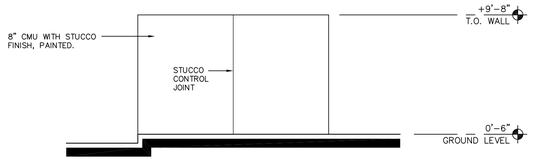


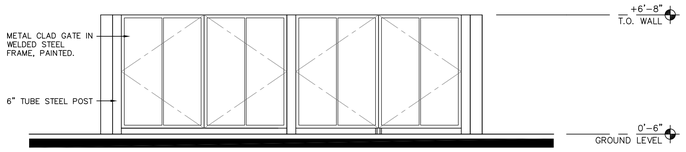
D LEFT ELEVATION



C REAR ELEVATION



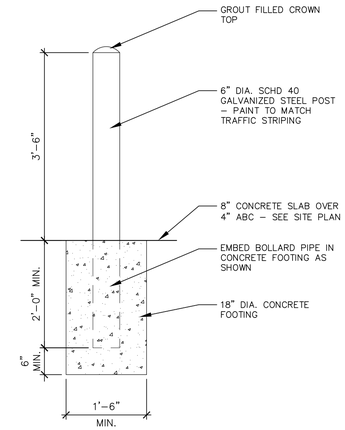
B RIGHT ELEVATION



A FRONT ELEVATION

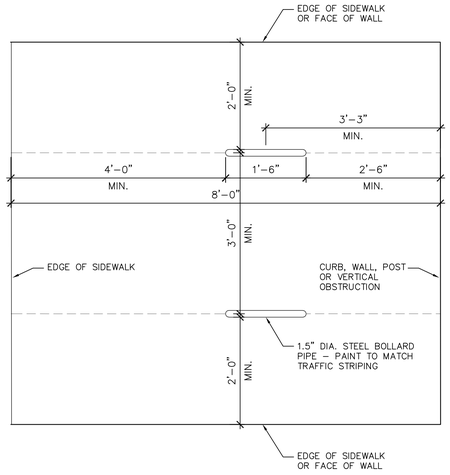
4 COMPACTOR AND RECYCLE ENCLOSURE ELEVATION

SCALE: 1/4" = 1'-0"

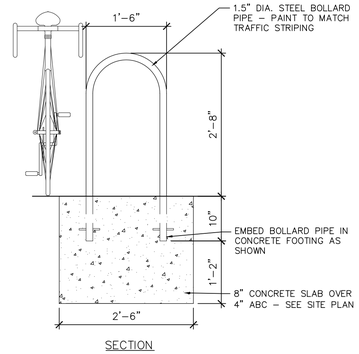


1 STEEL BOLLARD

3/4" = 1'-0"



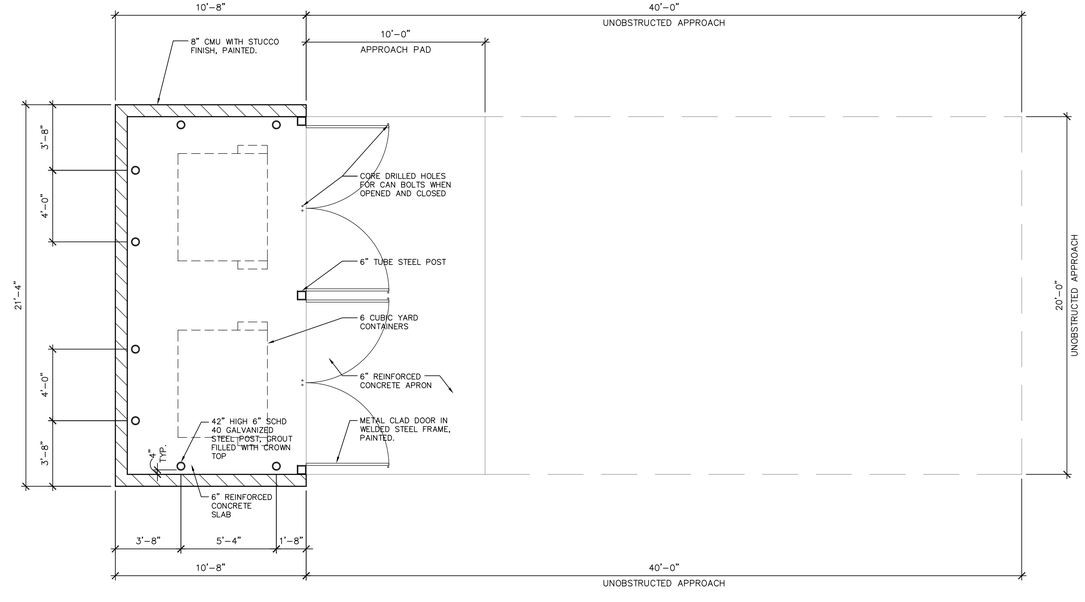
PLAN VIEW



SECTION

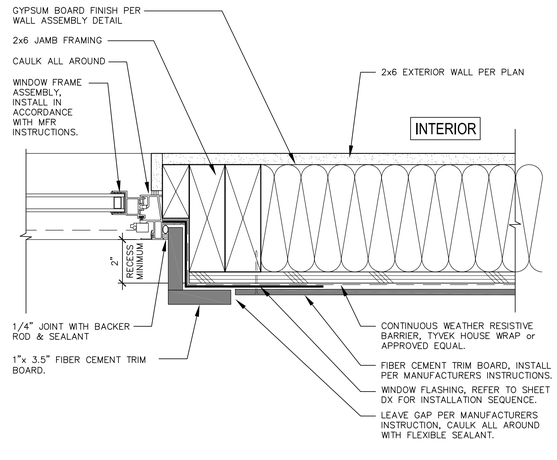
2 BIKE RACK

3/4" = 1'-0"



5 COMPACTOR AND RECYCLE ENCLOSURE PLAN

SCALE: 1/4" = 1'-0"



3 TYPICAL RECESSED WINDOW DETAIL

3" = 1'-0"

biltform architecture

biltform architecture group, inc.

11460 north cave creek road . suite 11
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences

4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.

15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260

PHONE: 480-256-0506

REVISIONS:	
1	–
2	–
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4	–
5	
JOB NO:	21-028
SCALE:	AS NOTED
SHEET NO:	

A1.1

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NARRATIVE

ATLANTIC DEVELOPMENT & INVESTMENTS, INC. ("ATLANTIC") IS ONE OF THE NATION'S MOST SUCCESSFUL DEVELOPERS OF AFFORDABLE HOUSING COMMUNITIES AND THE LARGEST AFFORDABLE HOUSING DEVELOPER IN THE STATE OF ARIZONA. THE COMPANY IS FOUNDED ON THE BELIEF THAT EVERY AMERICAN DESERVES A COMFORTABLE PLACE TO CALL HOME.

WITH THIS REQUEST, LAKE MARY HOUSING IS A PROPOSED A MULTI-FAMILY DEVELOPMENT THAT WILL PROVIDE ADDITIONAL HOUSING UNITS TO HELP MEET THE INCREASING HOUSING DEMAND IN FLAGSTAFF. THE SITE IS 13.96 GROSS ACRES IN SIZE (12.9 NET ACRES) AND CURRENTLY UNDEVELOPED, LOCATED AT THE NORTHEAST CORNER OF SOUTH LAKE MARY ROAD AND FRONTIER ROAD (THE "PROPERTY"). ATLANTIC PROPOSES TO DEVELOP THE SITE AS A MULTI-FAMILY RESIDENTIAL RENTAL DEVELOPMENT WITH A MIX OF TRADITIONAL APARTMENT (OR FLAT) STYLE UNITS AND TOWNHOME STYLE UNITS. THERE WILL BE WITH APPROXIMATELY 71 APARTMENT TYPE UNITS AND 131 TOWNHOME TYPE UNITS (THE "PROJECT"). THE PROJECT WILL PROVIDE NEW MARKET RATE RENTAL HOMES WHILE ALSO MAINTAINING 20 PERCENT OF THESE NEW RESIDENCES AT AN AFFORDABLE HOUSING RENTAL RATE, INCREASING ACCESS TO THIS IMPORTANT AND UNDERSERVED PORTION OF THE RENTAL RESIDENTIAL MARKET.

THE PROJECT WILL BE A MULTIFAMILY FOR RENT COMMUNITY FEATURING TWO (2) DIFFERENT STYLES OF RENTAL HOMES WITH A VARIETY OF BEDROOM COUNTS. A MAJORITY OF THE PROJECT WILL BE DESIGNED AS "TOWNHOME" UNITS WITH TWO AND THREE BEDROOMS. THE TOWNHOME UNITS WILL BE FOR RENT BUT WILL HAVE A DIFFERENT FEEL THAN YOUR TRADITIONAL "APARTMENT".

SCOPE OF WORK

CONSTRUCTION OF 27 APARTMENT AND TOWN HOME STRUCTURES. WHICH CONSISTING OF 202 TOTAL LIVING UNITS AND ALL ASSOCIATED ITEMS.

SITE INCLUDES LANDSCAPING REFUSE ENCLOSURES, PARKING STALLS, DRIVE AISLES, DETENTION BASINS AND ALL ASSOCIATED ITEMS

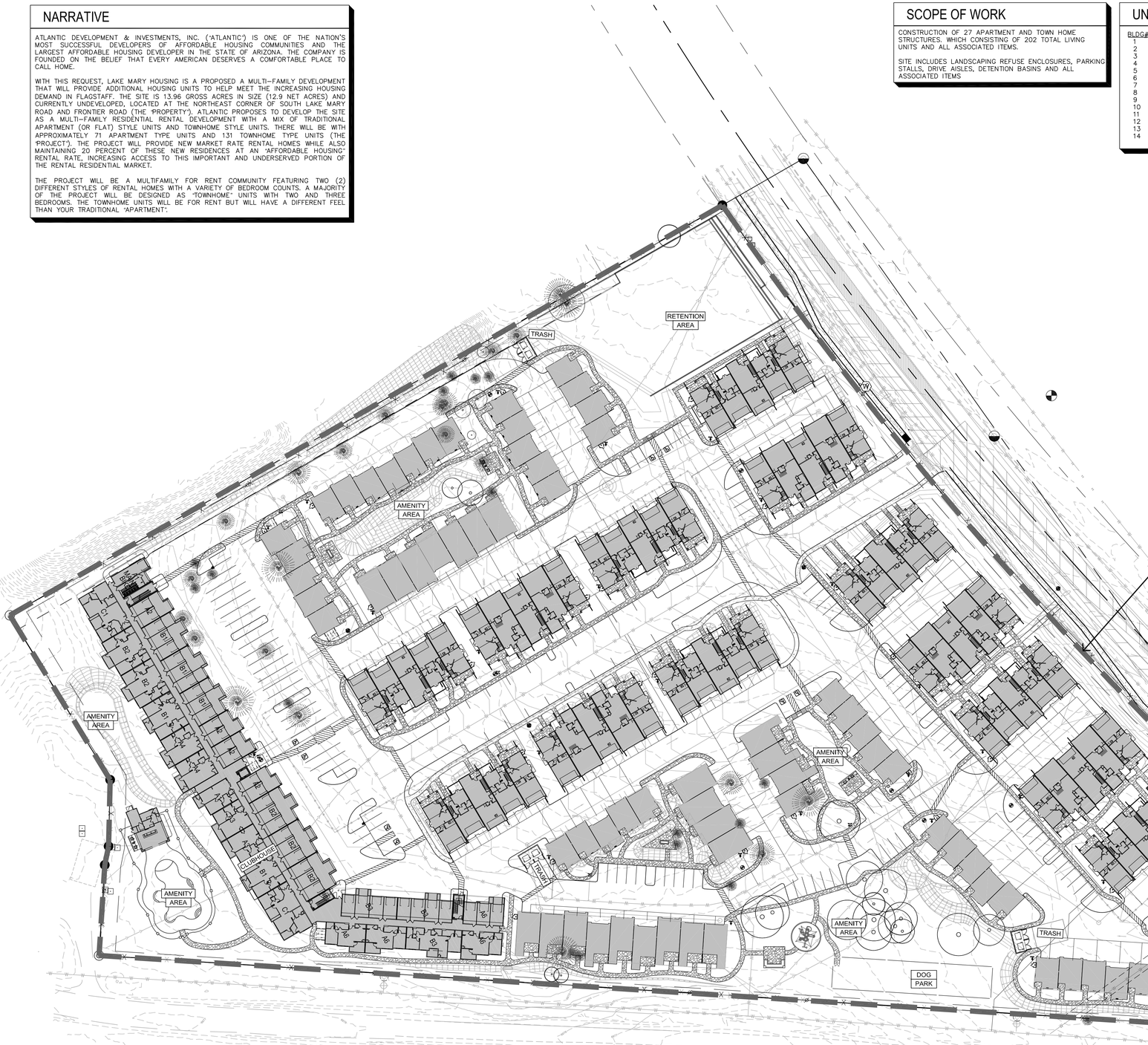
UNITS PER BUILDINGS

BLDG#	TYPE	QTY UNITS
1	3	4 UNITS
2	1	5 UNITS
3	2	5 UNITS
4	1	5 UNITS
5	2	5 UNITS
6	1	5 UNITS
7	2	5 UNITS
8	1	5 UNITS
9	10	6 UNITS
10	7	5 UNITS
11	7	5 UNITS
12	9	4 UNITS
13	8	4 UNITS
14	4	5 UNITS
15	11	9 UNITS
16	1	5 UNITS
17	2	5 UNITS
18	1	5 UNITS
19	1	5 UNITS
20	2	5 UNITS
21	1	5 UNITS.
22	6	7 UNITS
23	4	5 UNITS
24	5	7 UNITS
25	7	5 UNITS
26	12	71 UNITS
27	13	N/A
TOTAL		202 UNITS

VICINITY MAP:

SCALE: N.T.S.

BOLD DASHED LINE = ALL CONSTRUCTION WORK, STAGING, DELIVERIES, AND PARKING WILL OCCUR ONSITE.



PROJECT DATA

OVERALL SITE DATA:

SITE AREA:	±13.96 GROSS ACRES ±12.919 NET ACRES
FLOOD ZONE:	ZONE "X" PER PANEL 04005C6819G
ZONING:	EXISTING: ER – ESTATE RESIDENTIAL PROPOSED: HR – HIGH DENSITY RESIDENTIAL RESOURCE PROTECTION OVERLAY
EXISTING USE:	VACANT LAND
PROPOSED USE:	MULTI-FAMILY
MAXIMUM DENSITY ALLOWED:	22 MIN DU/NET AC
PROPOSED DENSITY:	14.5 DU/NET AC
BASE DENSITY:	13 DU/NET AC
MAXIMUM BUILDING HEIGHT:	60 FEET
PROPOSED BUILDING HEIGHT:	TOWNHOMES 26/36 FEET (2&3 STORIES). MULTI-FAMILY 42 FEET (3 STORIES).

TOTAL UNIT MIX (MF):

ONE BEDROOM UNITS:	35 (49.3%)
TWO BEDROOM UNITS:	30 (42.3%)
THREE BEDROOM UNITS:	6 (8.4%)
TOTAL:	71 D.U.

UNIT TYPE		GROSS AREA	UNITS	GROSS AREA
UNIT A1	1 BED/1 BA	686 S.F.	5	3,430 S.F.
UNIT A2	1 BED/1 BA	749 S.F.	8	5,992 S.F.
UNIT A3	1 BED/1 BA	811 S.F.	5	4,055 S.F.
UNIT A4	1 BED/1 BA	900 S.F.	6	5,400 S.F.
UNIT A6	1 BED/1 BA	771 S.F.	11	8,481 S.F.
UNIT B1	2 BED/2 BA	1,072 S.F.	11	11,792 S.F.
UNIT B2	2 BED/2 BA	1,174 S.F.	12	14,088 S.F.
UNIT B3	2 BED/2 BA	1,104 S.F.	7	7,728 S.F.
UNIT C1	3 BED/2 BA	1,408 S.F.	6	8,448 S.F.
TOTAL:			71 D.U.	69,414 S.F.
AVG. S.F.				978 S.F.

TOTAL UNIT MIX (TH):

TWO BEDROOM UNITS:	84 (64%)
THREE BEDROOM UNITS:	47 (36%)
TOTAL:	131 D.U.

UNIT TYPE		GROSS AREA	UNITS	GROSS AREA
AA (1095)	2 BED/2 BA	1,095 S.F.	19	20,805 S.F.
AB (1097)	2 BED/2 BA	1,097 S.F.	23	25,231 S.F.
AC (1175)	2 BED/DEN/2 BA	1,175 S.F.	26	30,550 S.F.
AD (1181)	2 BED/2 BA	1,181 S.F.	16	18,896 S.F.
BA (1283)	3 BED/2 BA	1,283 S.F.	10	12,830 S.F.
BB (1485)	3 BED/2 BA	1,485 S.F.	11	16,335 S.F.
BC (1638)	3 BED/2 BA	1,638 S.F.	13	21,294 S.F.
BD (1850)	3 BED/2 BA	1,850 S.F.	13	24,050 S.F.
TOTAL:			131 D.U.	169,991 S.F.
AVG. S.F.				1,298 S.F.
TOTAL OVERALL UNITS:			202 D.U.	

TOTAL PARKING:

PROVIDED:	
GARAGE PARKING (MULTI-FAMILY – 10 FT X 20FT CLEAR)	36 P.S.
GARAGE PARKING (TOWNHOME – 10 FT X 20FT CLEAR)	262 P.S.
COVERED PARKING	0 P.S.
OPEN PARKING	141 P.S.
TOTAL PROVIDED:	439 P.S.
	2.2 SPACE PER UNIT
REQUIRED (MULTI-FAMILY):	
ONE BEDROOM: (1.5 SPACE) 35 x 1.5 =	53 P.S.
TWO BEDROOM: (2.0 SPACE) 30 x 2 =	60 P.S.
THREE BEDROOM: (2.0 SPACE) 6 x 2 =	12 P.S.
GUEST: (0.25 SPACES) 71 x 0.25 =	18 P.S.
TOTAL REQUIRED:	143 P.S.
REQUIRED (TOWNHOME):	
TWO BEDROOM: (2.0 SPACE) 84 X 2 =	168 P.S.
THREE BEDROOM: (2.0 SPACE) 47 x 2 =	94 P.S.
GUEST: (0.25 SPACES) 131 x 0.25 =	33 P.S.
TOTAL REQUIRED:	295 P.S.
TOTAL OVERALL PARKING REQUIRED:	438 P.S.
MAX PARKING ALLOWED (5% OVER REQUIRED):	460 P.S.

ACCESSIBLE PARKING:
REQUIRED (PER TABLE 10-50.80.080.B – 401 TO 500 STALLS): 10
PROVIDED: 10

BIKE PARKING (5% OF THE REQUIRED PARKING AREA):
439 PARKING SPACES x 5% = 22 BIKE PARKING REQ'D / 24 PROVIDED.

EV-READY OUTLETS (PER IBC SECTION 429)
REQUIRED (PER TABLE 429.1 – 100+ PARKING SPACES): 3
PROVIDED: 4

CONSTRUCTION OCCUPANCY GROUP AND TYPE: R2 / V-A

NORTH

0 25' 50' 100'

CONSTRUCTION LOGISTIC PLAN

biltform architecture

biltform architecture group, inc.
11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
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2 –
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5

JOB NO: 21-028
SCALE: 1" = 50'
SHEET NO:

A1.2

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BIKE PARKING EXHIBIT

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biltform architecture group, inc.

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PRELIMINARY NOT FOR CONSTRUCTION

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ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
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2 –
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5

JOB NO: 21-028
SCALE: 1" = 50'
SHEET NO:

A1.3

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PLANT LEGEND

TREES	SPECIFICATION	QTY
Pinus ponderosa Ponderosa Pine	6' Height	133
Pinus nigra Austrian Pine	6' Height	12
Populus tremuloides Quaking Aspen	3" Caliper	42
Platanus wrightii Arizona Sycamore	3" Caliper	49
Malus"Spring Snow" Spring Snow Crabapple	3.0" Caliper	44
Fraxinus pennsylvanica Green Ash	3" Caliper	51
Gledetsia triacanthos inermis Thornless Honeylocust	4" Caliper	8
Acer x freemanii Freeman Maple	3" Caliper	18
Prunus virginiana "Shubert" Canada Red Chokecherry	3" Caliper	33

SHRUBS	SIZE	QTY
Berberis thunbergii "atropurpurea" Rosy Glow Barberry	5 Gallon	24
Potentilla fruiticosa "Gold Drop" Gold Drop Potentilla	5 Gallon	55
Spirea japonica "Little Princess" Little Princess Spirea	5 Gallon	115
Juniperus sabina "Arcadia" Arcadia Juniper	5 Gallon	177
Mahonia AZ. Compacta Oregon Grape	5 Gallon	326
Prunus v. melanocarpa Common Chokecherry	5 Gallon	94
Syringa patula "Miss Kim' Miss Kim Lilac	5 Gallon	32
Stringa meyeri palibin Dwarf Korean Lilac	5 Gallon	164
Rhus glabra Staghorn Sumac	5 Gallon	66
Cornus stolonifera Red Osier Dogwood	5 Gallon	81
Prunus cistena Purple Sandcherry	5 Gallon	86
Chaenomeles japonica Flowering Quince	5 Gallon	180

GROUNDCOVERS	SIZE	QTY
Juniperus horizontalis Creeping Juniper	1 Gallon	74
Mahonia repens Creeping Mahonia	1 Gallon	56
Teucrium chamaedrys Germander	1 Gallon	33
Verbena macdougalii New Mexican Vervain	1 Gallon	188
Festuca arizonica Arizona Fescue	SEED	8,400 S.F.

LANDSCAPE MATERIALS
(Contractor to submit sample for approval)
Shredded Mulch 3" Depth

LANDSCAPE CALCULATIONS

STREET BUFFER:
(PER TABLE 10-50.60.050.B)
LENGTH = 2,090'
(1) TREE PER 25' = 84 TREES
(2) SHRUBS PER TREE = 168 SHRUBS
(2) GROUNDCOVERS PER TREE = 168 GROUNDCOVERS

PERIPHERAL BUFFER:
LENGTH = 910'
(1) TREE PER 25' = 37 TREES
(2) SHRUBS PER TREE = 74 SHRUBS
(2) GROUNDCOVERS PER TREE = 74 GROUNDCOVERS

BUILDING FOUNDATION:
(PER TABLE 10-50.60.040.B.1)
LENGTH = 5,270'
(1) TREE PER 25' = 210 TREES
(2) SHRUBS PER TREE = 420 SHRUBS
(2) GROUNDCOVERS PER TREE = 420 GROUNDCOVERS

PARKING AREA:
(PER TABLE 10-50.60.040.C.)
SPACES = 141
30 S.F / SPACE = 4,230 S.F. (REQUIRED)
4,356 S.F. (PROVIDED)
SPACES = 141
(2) TREES PER 8 SPACES = 36 TREES
(2) SHRUBS PER TREE = 72 SHRUBS
(2) GROUNDCOVERS PER TREE = 72 GROUNDCOVERS

SUMMARY:

TOTAL TREES = 367
TOTAL SHRUBS = 734
TOTAL GROUNDCOVERS = 734

TREE SPACING USED = 25' - 30'
SHRUB SPACING USED = 5' - 6'
GROUNDCOVER SPACING USED = 5' - 6'

PER SECTION 10-50.60.050:
6" OR GREATER TREES TO REMAIN = 25
RETAINED POINTS = 260

PERIPHERAL BUFFER TREES TO BE WAIVED = 2
BUILDING FOUNDATION TREES TO BE WAIVED = 4
STREET BUFFER TREES TO BE WAIVED = 2

TOTAL NEW TREES = 359
TOTAL SHRUBS = 718
TOTAL GROUNDCOVERS = 718

SYMBOL LEGEND:

NEW TREE
EXISTING TREE TO REMAIN
EXISTING TREE TO BE REMOVED
EXISTING TREE TO BE COUNTED FOR REDUCTION IN PERIPHERAL BUFFER (2)
EXISTING TREE TO BE COUNTED FOR REDUCTION IN BUILDING FOUNDATION (4)
EXISTING TREE TO BE COUNTED FOR REDUCTION IN STREET BUFFER (2)

NORTH
0 15' 30' 60

LANDSCAPE PLAN

biltform landscape architecture

biltform landscape architecture group, inc.
11460 North Cave Creek Rd, suite 6
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229
email: dave@biltform.com

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
32379
DAVID G. FLYNN
6/17/22
ARIZONA, U.S.A.

PROJECT NAME:
LAKE MARY HOUSING
Single Family & Apartment Residences
FLAGSTAFF, ARIZONA

PROJECT OWNER:
ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:	
1	City Comments 9/20/22
2	City Comments 10/28/22
3	City Comments 12/7/22
4	-
5	-

JOB NO:	21-028L
DATE:	June 17, 2022
SCALE:	1" = 30'-0"
SHEET NO:	L 1.4

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PLANT LEGEND

	TREES	SPECIFICATION	QTY
	Pinus ponderosa Ponderosa Pine	6' Height	133
	Pinus nigra Austrian Pine	6' Height	12
	Populus tremuloides Quaking Aspen	3" Caliper	42
	Platanus wrightii Arizona Sycamore	3" Caliper	49
	Malus"Spring Snow" Spring Snow Crabapple	3.0" Caliper	44
	Fraxinus pennsylvanica Green Ash	3" Caiper	51
	Gledetsia triacanthos inermis Thornless Honeylocust	4" Caliper	8
	Acer x freemanii Freeman Maple	3" Caliper	18
	Prunus virginiana "Shubert" Canada Red Chokecherry	3" Caliper	33
	SHRUBS	**SIZE**	**QTY**
	Berberis thunbergii "atropurpurea" Rosy Glow Barberry	5 Gallon	24
	Potentilla fruiticosa "Gold Drop" Gold Drop Potentilla	5 Gallon	55
	Spirea japonica "Little Princess" Little Princess Spirea	5 Gallon	115
	Juniperus sabina "Arcadia" Arcadia Juniper	5 Gallon	177
	Mahonia AZ. Compacta Oregon Grape	5 Gallon	326
	Prunus v. melanocarpa Common Chokecherry	5 Gallon	94
	Syringa patula "Miss Kim' Miss Kim Lilac	5 Gallon	32
	Stringa meyeri palibin Dwarf Korean Lilac	5 Gallon	164
	Rhus glabra Staghorn Sumac	5 Gallon	66
	Cornus stolonifera Red Osier Dogwood	5 Gallon	81
	Prunus cistena Purple Sandcherry	5 Gallon	86
	Chaenomeles japonica Flowering Quince	5 Gallon	180
	GROUNDCOVERS	**SIZE**	**QTY**
	Juniperus horizontalis Creeping Juniper	1 Gallon	74
	Mahonia repens Creeping Mahonia	1 Gallon	56
	Teucrium chamaedrys Germander	1 Gallon	33
	Verbena macdougalii New Mexican Vervain	1 Gallon	188
	Festuca arizonica Arizona Fescue	SEED	8,400 S.F.

LANDSCAPE MATERIALS

(Contractor to submit sample for approval)

Shredded Mulch 3" Depth

LANDSCAPE CALCULATIONS

STREET BUFFER:
(PER TABLE 10-50.60.050.B)
LENGTH = 2,090'
(1) TREE PER 25' = 84 TREES
(2) SHRUBS PER TREE = 168 SHRUBS
(2) GROUNDCOVERS PER TREE = 168 GROUNDCOVERS

PERIPHERAL BUFFER:
LENGTH = 910'
(1) TREE PER 25' = 37 TREES
(2) SHRUBS PER TREE = 74 SHRUBS
(2) GROUNDCOVERS PER TREE = 74 GROUNDCOVERS

BUILDING FOUNDATION:
(PER TABLE 10-50.60.040.B.1)
LENGTH = 5,270'
(1) TREE PER 25' = 210 TREES
(2) SHRUBS PER TREE = 420 SHRUBS
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PARKING AREA:
(PER TABLE 10-50.60.040.C.)
SPACES = 141
30 S.F / SPACE = 4,230 S.F. (REQUIRED)
4,356 S.F. (PROVIDED)
SPACES = 141
(2) TREES PER 8 SPACES = 36 TREES
(2) SHRUBS PER TREE = 72 SHRUBS
(2) GROUNDCOVERS PER TREE = 72 GROUNDCOVERS

SUMMARY:

TOTAL TREES = 367
TOTAL SHRUBS = 734
TOTAL GROUNDCOVERS = 734

TREE SPACING USED = 25' - 30'
SHRUB SPACING USED = 5' - 6'
GROUNDCOVER SPACING USED = 5' - 6'

PER SECTION 10-50.60.050:
6" OR GREATER TREES TO REMAIN = 25
RETAINED POINTS = 260

PERIPHERAL BUFFER TREES TO BE WAIVED = 2
BUILDING FOUNDATION TREES TO BE WAIVED = 4
STREET BUFFER TREES TO BE WAIVED = 2

TOTAL NEW TREES = 359
TOTAL SHRUBS = 718
TOTAL GROUNDCOVERS = 718

SYMBOL LEGEND:

- NEW TREE
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO BE COUNTED FOR REDUCTION IN PERIPHERAL BUFFER (2)
- EXISTING TREE TO BE COUNTED FOR REDUCTION IN BUILDING FOUNDATION (4)
- EXISTING TREE TO BE COUNTED FOR REDUCTION IN STREET BUFFER (2)

NORTH

0 15' 30' 60

LANDSCAPE PLAN

biltform landscape architecture

biltform landscape architecture group, inc.
11460 North Cave Creek Rd. suite 6
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229
email: dave@biltform.com

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 32379
DAVID G. FLYNN
6/17/22
Date Signed
ARIZONA, U.S.A.

PROJECT NAME:
LAKE MARY HOUSING
Single Family & Apartment Residences
FLAGSTAFF, ARIZONA

PROJECT OWNER:
ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:	
1	City Comments 9/20/22
2	City Comments 10/28/22
3	City Comments 12/7/22
4	-
5	-

JOB NO:	21-028L
DATE:	June 17, 2022
SCALE:	1" = 30'-0"
SHEET NO:	L 2.4

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PLANT LEGEND

TREES	SPECIFICATION	QTY
Pinus ponderosa Ponderosa Pine	6' Height	133
Pinus nigra Austrian Pine	6' Height	12
Populus tremuloides Quaking Aspen	3" Caliper	42
Platanus wrightii Arizona Sycamore	3" Caliper	49
Malus"Spring Snow" Spring Snow Crabapple	3.0" Caliper	44
Fraxinus pennsylvanica Green Ash	3" Caliper	51
Gledetsia triacanthos inermis Thornless Honeylocust	4" Caliper	8
Acer x freemanii Freeman Maple	3" Caliper	18
Prunus virginiana "Shubert" Canada Red Chokecherry	3" Caliper	33

SHRUBS	SIZE	QTY
Berberis thunbergii "atropurpurea" Rosy Glow Barberry	5 Gallon	24
Potentilla fruiticosa "Gold Drop" Gold Drop Potentilla	5 Gallon	55
Spirea japonica "Little Princess" Little Princess Spirea	5 Gallon	115
Juniperus sabina "Arcadia" Arcadia Juniper	5 Gallon	177
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EXISTING TREE TO BE COUNTED FOR REDUCTION IN STREET BUFFER (2)

NORTH

0 15' 30' 60

LANDSCAPE PLAN

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JOB NO: 21-028L
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SCALE: 1" = 30'-0"
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L 3.4

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5' PARKWAY
5' SIDEWALK
10' STREET BUFFER
LAKE MARY ROAD
AMENITY AREA
AMENITY AREA
TRASH
DOG PARK
10' STREET BUFFER
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IRRIGATION LEGEND

EQUIPMENT

M	C.O.G.	PER CODE	2" WATER METER
	RAINBIRD	ESP-LXME	ELECTRIC CONTROLLER W/FLOW SMART MODULE
	FEBCO	825YA-BV	2" BACKFLOW PREVENTER W/ ENCLOSURE
	RAINBIRD	33DRC/33K	QUICK COUPLER
	NIBCO	T-180	BALL VALVE
	RAINBIRD	PEB SERIES	TURF ELECTRIC VALVE
	RAINBIRD	FS 200 B	FLOW SENSOR
	RAINBIRD	PESB	4" MASTER VALVE

HEADS

MFG.	BODY TYPE	NOZZLE	DESCRIPTION	GPM	PSI
RAINBIRD	UNI-SPRAY	6'VAN	TURF SPRAY	.60	30
RAINBIRD	UNI-SPRAY	15' VAN	TURF SPRAY	1.86	30
RAINBIRD	UNI-SPRAY	15'VAN	TURF SPRAY	3.72	30
RAINBIRD	5000- SERIES	MRP-25	TURF ROTOR	1.73	35
RAINBIRD	5000- SERIES	MRP-25 (F)	TURF ROTOR	3.34	35

DRIP EQUIPMENT

RAINBIRD	XCZ- 100PRB- LC	INLINE CONTROL ZONE KIT
SENNINGER	PR-25MF3/4F X 3/4F	PRESSURE REGULATOR
HYDRO RAIN	420-3/4 (150 MESH)	"Y" STRAINER
SPEARS	PVC 90 ST. EL. W/THREADED CAP	PVC DRIP FLUSH END CAP
SPEARS	PVC 90 ST. EL. W/ CAP	PVC DRIP END CAP
BOWSMITH	SL & ML 200 SERIES	SINGLE & MULTI-PORT EMITTERS

PROVIDE (2) ML-220 EMITTERS PER TREE EQUALLY SPACED AND (1) SL-210 EMITTER PER SHRUB OR GROUNDCOVER OR (1) ML-210 PER 6 PLANTS WITH A MAXIMUM DISTRIBUTION LINE LENGTH OF 5'.

ANNUAL BEDS TO BE ON A SEPARATE VALVE, USE POP UP MICRO SPRAYS.

PIPE SCHEDULE

1/2"	0-5	G.P.M.
3/4"	6-10	G.P.M.
1"	11-18	G.P.M.
1-1/4"	19-27	G.P.M.
1-1/2"	28-36	G.P.M.
2"	37-57	G.P.M.
2-1/2"	58-80	G.P.M.
3"	81-120	G.P.M.

PIPE LEGEND

- CLASS 200 PVC (LATERALS)
- SCH. 40 PVC (MAIN LINE)
- SCH. 40 PVC (SLEEVES)

CONTROLLER(S)

IRRIGATION CONTROLLER(S) TO BE WALL MOUNTED IN POOL EQUIPMENT ROOM(S). COORDINATE POWER REQUIREMENTS WITH GENERAL CONTRACTOR

SCHEDULE

CONTROLLER : RAINBIRD ESP-LXME: 36 STATION
PROGRAM "A": (1- 7) TURF
PROGRAM "A": (1- 26) DRIP

NORTH

0 15' 30' 60

IRRIGATION PLAN

biltform landscape architecture

biltform landscape architecture group, inc.

11460 North Cave Creek Rd. suite 6
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229
email: dave@biltform.com

REGISTERED LANDSCAPE ARCHITECT
32379
DAVID G. FLYNN
6/17/22
ARIZONA, U.S.A.

PROJECT NAME:
LAKE MARY HOUSING
Single Family & Apartment Residences
FLAGSTAFF, ARIZONA

PROJECT OWNER:
ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:	
1	City Comments 9/20/22
2	City Comments 10/28/22
3	City Comments 12/7/22
4	-
5	-

JOB NO:	21-028L
DATE:	June 17, 2022
SCALE:	1" = 30'-0"
SHEET NO:	I 1.4

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IRRIGATION LEGEND

EQUIPMENT

M	C.O.G.	PER CODE	2" WATER METER
	RAINBIRD	ESP-LXME	ELECTRIC CONTROLLER W/FLOW SMART MODULE
	FEBCO	825YA-BV	2" BACKFLOW PREVENTER W/ ENCLOSURE
	RAINBIRD	33DRC/33K	QUICK COUPLER
	NIBCO	T-180	BALL VALVE
	RAINBIRD	PEB SERIES	TURF ELECTRIC VALVE
	RAINBIRD	FS 200 B	FLOW SENSOR
	RAINBIRD	PESB	4" MASTER VALVE

HEADS

MFG.	BODY TYPE	NOZZLE	DESCRIPTION	GPM	PSI
RAINBIRD	UNI-SPRAY	6'VAN	TURF SPRAY	.60	30
RAINBIRD	UNI-SPRAY	15' VAN	TURF SPRAY	1.86	30
RAINBIRD	UNI-SPRAY	15'VAN	TURF SPRAY	3.72	30
RAINBIRD	5000- SERIES	MRP-25	TURF ROTOR	1.73	35
RAINBIRD	5000- SERIES	MRP-25 (F)	TURF ROTOR	3.34	35

DRIP EQUIPMENT

RAINBIRD	XCZ- 100PRB- LC	INLINE CONTROL ZONE KIT
SENNINGER	PR-25MF3/4F X 3/4F	PRESSURE REGULATOR
HYDRO RAIN	420-3/4 (150 MESH)	"Y" STRAINER
SPEARS	PVC 90 ST. EL. W/THREADED CAP	PVC DRIP FLUSH END CAP
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1/2"	0-5	G.P.M.
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SCHEDULE

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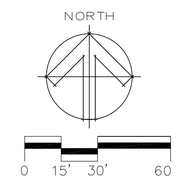
PROGRAM "A": (1- 7) TURF
PROGRAM "A": (1- 26) DRIP



IRRIGATION PLAN

biltform
landscape
architecture
biltform landscape
architecture group,
inc.
11460 North Cave Creek Rd. suite 6
phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229
email: dave@biltform.com

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
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DAVID G.
FLYNN
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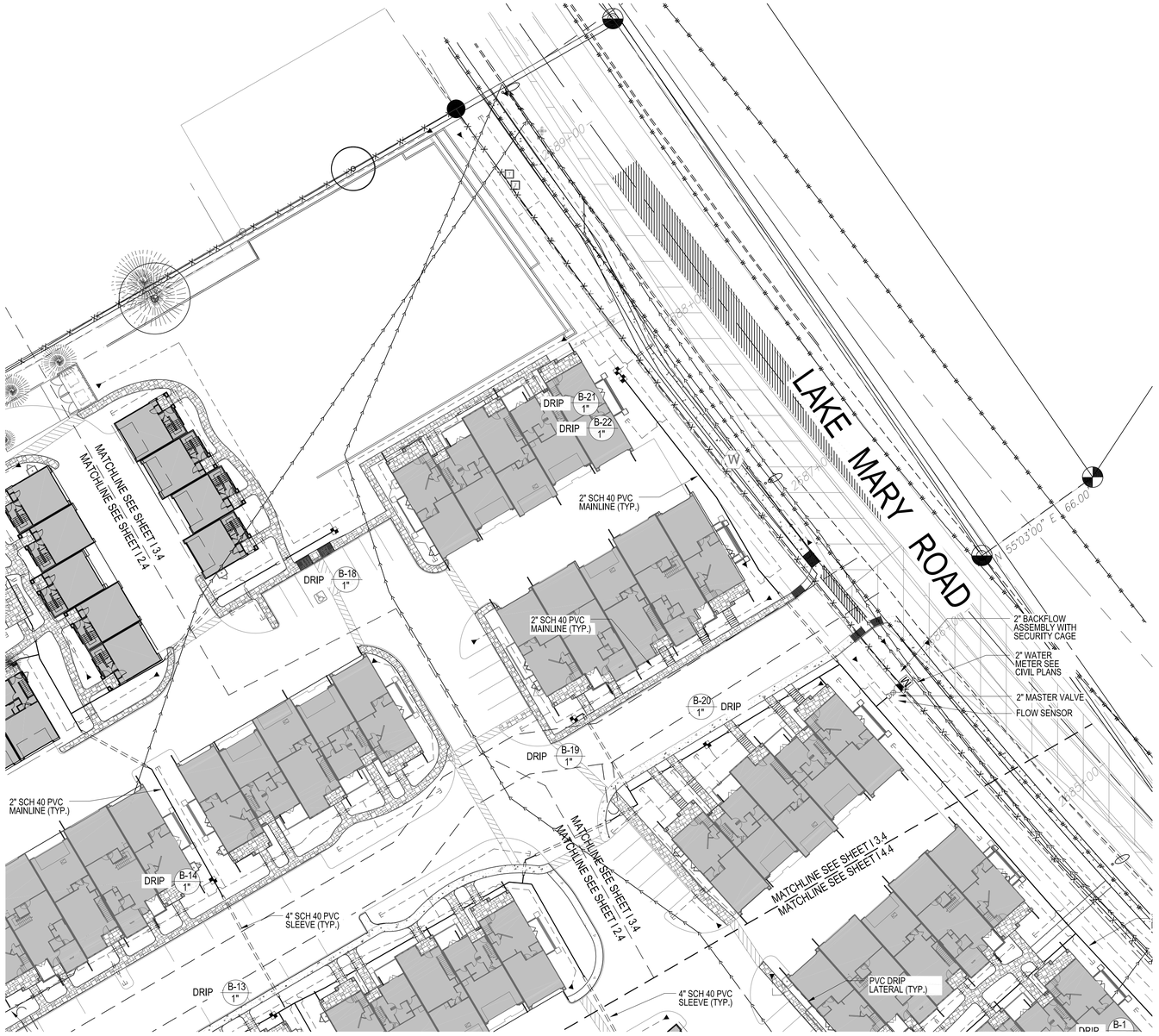

IRRIGATION LEGEND

EQUIPMENT

M	C.O.G.	PER CODE	2" WATER METER
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	RAINBIRD	33DRC/33K	QUICK COUPLER
	NIBCO	T-180	BALL VALVE
	RAINBIRD	PEB SERIES	TURF ELECTRIC VALVE
	RAINBIRD	FS 200 B	FLOW SENSOR
	RAINBIRD	PESB	4" MASTER VALVE

HEADS

MFG.	BODY TYPE	NOZZLE	DESCRIPTION	GPM	PSI
RAINBIRD	UNI-SPRAY	6'VAN	TURF SPRAY	.60	30
RAINBIRD	UNI-SPRAY	15' VAN	TURF SPRAY	1.86	30
RAINBIRD	UNI-SPRAY	15'VAN	TURF SPRAY	3.72	30
RAINBIRD	5000- SERIES	MRP-25	TURF ROTOR	1.73	35
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PIPE SCHEDULE

1/2"	0-5	G.P.M.
3/4"	6-10	G.P.M.
1"	11-18	G.P.M.
1-1/4"	19-27	G.P.M.
1-1/2"	28-36	G.P.M.
2"	37-57	G.P.M.
2-1/2"	58-80	G.P.M.
3"	81-120	G.P.M.

PIPE LEGEND

- CLASS 200 PVC (LATERALS)
- SCH. 40 PVC (MAIN LINE)
- SCH. 40 PVC (SLEEVES)

CONTROLLER(S)

IRRIGATION CONTROLLER(S) TO BE WALL MOUNTED IN POOL EQUIPMENT ROOM(S). COORDINATE POWER REQUIREMENTS WITH GENERAL CONTRACTOR

SCHEDULE

CONTROLLER : RAINBIRD ESP-LXME: 36 STATION
PROGRAM "A": (1- 7) TURF
PROGRAM "A": (1- 26) DRIP

NORTH

0 15' 30' 60

IRRIGATION PLAN

biltform landscape architecture

biltform landscape architecture group, inc.
11460 North Cave Creek Rd., suite 6
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229
email: dave@biltform.com

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
32379
DAVID G. FLYNN
6/17/22
Date Signed
ARIZONA, U.S.A.

PROJECT NAME:
LAKE MARY HOUSING
Single Family & Apartment Residences
FLAGSTAFF, ARIZONA

PROJECT OWNER:
ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:

1	City Comments 9/20/22
2	City Comments 10/28/22
3	City Comments 12/7/22
4	
5	

JOB NO:	21-028L
DATE:	June 17, 2022
SCALE:	1" = 30'-0"
SHEET NO:	I3.4

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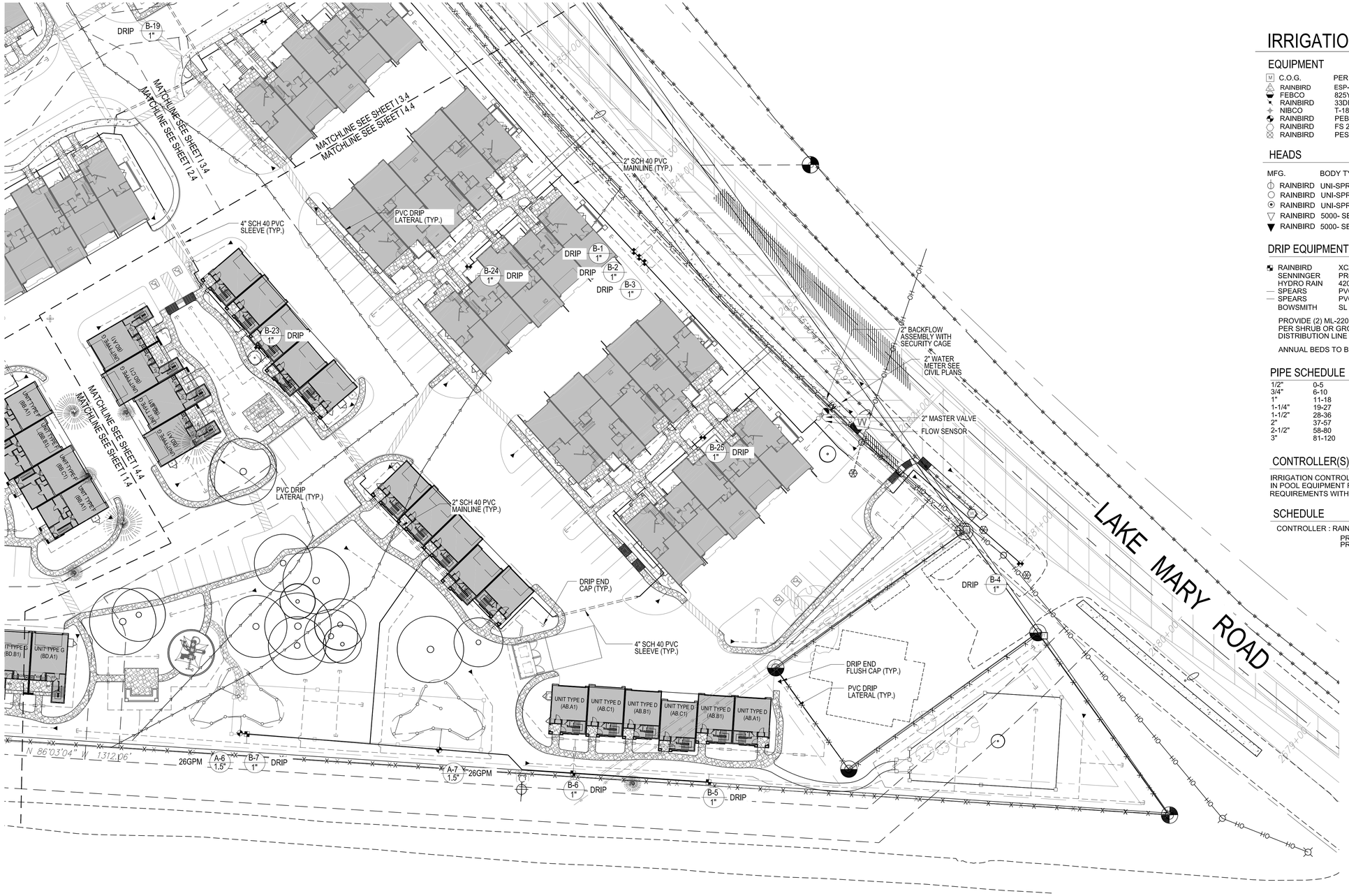

IRRIGATION LEGEND

EQUIPMENT

M	C.O.G.	PER CODE	2" WATER METER
	RAINBIRD	ESP-LXME	ELECTRIC CONTROLLER W/FLOW SMART MODULE
	FEBCO	825YA-BV	2" BACKFLOW PREVENTER W/ ENCLOSURE
	RAINBIRD	33DRC/33K	QUICK COUPLER
	NIBCO	T-180	BALL VALVE
	RAINBIRD	PEB SERIES	TURF ELECTRIC VALVE
	RAINBIRD	FS 200 B	FLOW SENSOR
	RAINBIRD	PESB	4" MASTER VALVE

HEADS

MFG.	BODY TYPE	NOZZLE	DESCRIPTION	GPM	PSI
RAINBIRD	UNI-SPRAY	6'VAN	TURF SPRAY	.60	30
RAINBIRD	UNI-SPRAY	15' VAN	TURF SPRAY	1.86	30
RAINBIRD	UNI-SPRAY	15'VAN	TURF SPRAY	3.72	30
RAINBIRD	5000- SERIES	MRP-25	TURF ROTOR	1.73	35
RAINBIRD	5000- SERIES	MRP-25 (F)	TURF ROTOR	3.34	35

DRIP EQUIPMENT

RAINBIRD	XCZ- 100PRB- LC	INLINE CONTROL ZONE KIT
SENNINGER	PR-26MF3/4F X 3/4F	PRESSURE REGULATOR
HYDRO RAIN	420-3/4 (150 MESH)	"Y" STRAINER
SPEARS	PVC 90 ST. EL. W/THREADED CAP	PVC DRIP FLUSH END CAP
SPEARS	PVC 90 ST. EL. W/ CAP	PVC DRIP END CAP
BOWSMITH	SL & ML 200 SERIES	SINGLE & MULTI-PORT EMITTERS

PROVIDE (2) ML-220 EMITTERS PER TREE EQUALLY SPACED AND (1) SL-210 EMITTER PER SHRUB OR GROUNDCOVER OR (1) ML-210 PER 6 PLANTS WITH A MAXIMUM DISTRIBUTION LINE LENGTH OF 5'.

ANNUAL BEDS TO BE ON A SEPARATE VALVE, USE POP UP MICRO SPRAYS.

PIPE SCHEDULE

1/2"	0-5	G.P.M.
3/4"	6-10	G.P.M.
1"	11-18	G.P.M.
1-1/4"	19-27	G.P.M.
1-1/2"	28-36	G.P.M.
2"	37-57	G.P.M.
2-1/2"	58-80	G.P.M.
3"	81-120	G.P.M.

PIPE LEGEND

- CLASS 200 PVC (LATERALS)
- SCH. 40 PVC (MAIN LINE)
- SCH. 40 PVC (SLEEVES)

CONTROLLER(S)

IRRIGATION CONTROLLER(S) TO BE WALL MOUNTED IN POOL EQUIPMENT ROOM(S). COORDINATE POWER REQUIREMENTS WITH GENERAL CONTRACTOR

SCHEDULE

CONTROLLER : RAINBIRD ESP-LXME: 36 STATION
PROGRAM "A": (1- 7) TURF
PROGRAM "A": (1- 26) DRIP

NORTH

0 15' 30' 60

IRRIGATION PLAN

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Phone 602.285.9200 Fax 602.285.9229
email: dave@biltform.com

REGISTERED LANDSCAPE ARCHITECT
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LAKE MARY HOUSING
Single Family & Apartment Residences
FLAGSTAFF, ARIZONA

PROJECT OWNER: ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:	
1	City Comments 9/20/22
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4	-
5	-

JOB NO:	21-028L
DATE:	June 17, 2022
SCALE:	1" = 30'-0"
SHEET NO:	I4.4

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Snell & Wilmer

Understanding what makes *you* unique.®

Atlantic Development

Lake Mary Housing

II.5 Natural Resource Survey and Protection Plan

Zoning Group

Nick Wood, Esq
Attorney

Noel J. Griemsmann, AICP
Sr. Urban Planner

Ryan McCann, AICP
Urban Planner

Taylor N. Moran
Urban Planner

Ty Utton
Assistant Planner

SCALE: 1" = 50'

0 25 50 100 150

LEGEND

PROPERTY LINE
EXISTING PAVEMENT
EXITING FENCE
EXISTING OVERHEAD UTILITY
EXISTING DIRT ROAD

UNPROTECTED PONDEROSA PINE WITH D.B.H. NOTED IN INCHES

PROTECTED PONDEROSA PINE WITH D.B.H. NOTED IN INCHES

EXISTING PONDEROSA PINE TREE POINT RATING SYSTEM (C.O.F. 10-50.90.070.A)

NUMBER OF TREES	DIAMETER AT BREAST HEIGHT (INCHES)	POINTS	CANOPY DIAMETER (FEET)	TOTAL POINTS	NUMBER OF TREES TO BE PROTECTED	POINT VALUE OF PROTECTED TREES
14	6	1	8	14	4	4
6	7	1	10	6	0	0
6	8	1	11	6	1	1
4	9	2	12	8	0	0
6	10	2	14	12	2	4
3	11	2	15	6	1	2
7	12	4	16	14	0	0
4	13	4	18	16	1	4
4	14	4	19	16	1	4
4	15	4	20	16	0	0
4	16	4	21	16	2	8
2	17	8	23	8	1	8
4	18	8	24	32	1	8
0	19	8	25	0	0	0
1	20	8	27	8	0	0
1	21	8	28	8	0	0
3	22	8	29	24	1	8
2	23	8	31	16	1	8
4	24	8	32	32	2	16
9	>25	20	>32	180	8	160
				TOTAL EXISTING POINTS = 438		TOTAL PROTECTED POINTS = 235

RESIDENTIAL ZONING REQUIRES 50% OF TREES TO BE PROTECTED: TOTAL PROTECTED POINTS/TOTAL EXISTING POINTS = 235/438 = 0.54 → 54% > 50% √

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	17.00%	24.99%	
2	25.00%	34.99%	
3	35.00%	8871.70%	

NOTE:
NONE OF THE AREAS HIGHLIGHTED BY THIS SLOPE TABLE MEET THE 10' HEIGHT REQUIREMENT AND 100' LENGTH REQUIREMENT TO BE CONSIDERED PROTECTED SLOPES. NO SLOPE PROTECTION NECESSARY.

NO AREAS ONSITE QUALIFY AS STEEP SLOPE AREAS.

C&E ENGINEERING • SURVEY

CIVIL DESIGN & ENGINEERING, INC.
PHONE (602) 438-2700
PHOENIX, ARIZONA 85022
14001 N. 7th St. Suite C-106
P.O. BOX 30836
PHONE (928) 522-9287
FLAGSTAFF, ARIZONA 86001-0810

RESOURCE PROTECTION PLAN
ATLANTIC DEVELOPMENT & INVESTMENTS, LLC.
ASSESSOR'S PARCEL NUMBER 115-03-001A
4631 S. LAKE MARY ROAD
FLAGSTAFF, AZ 86005

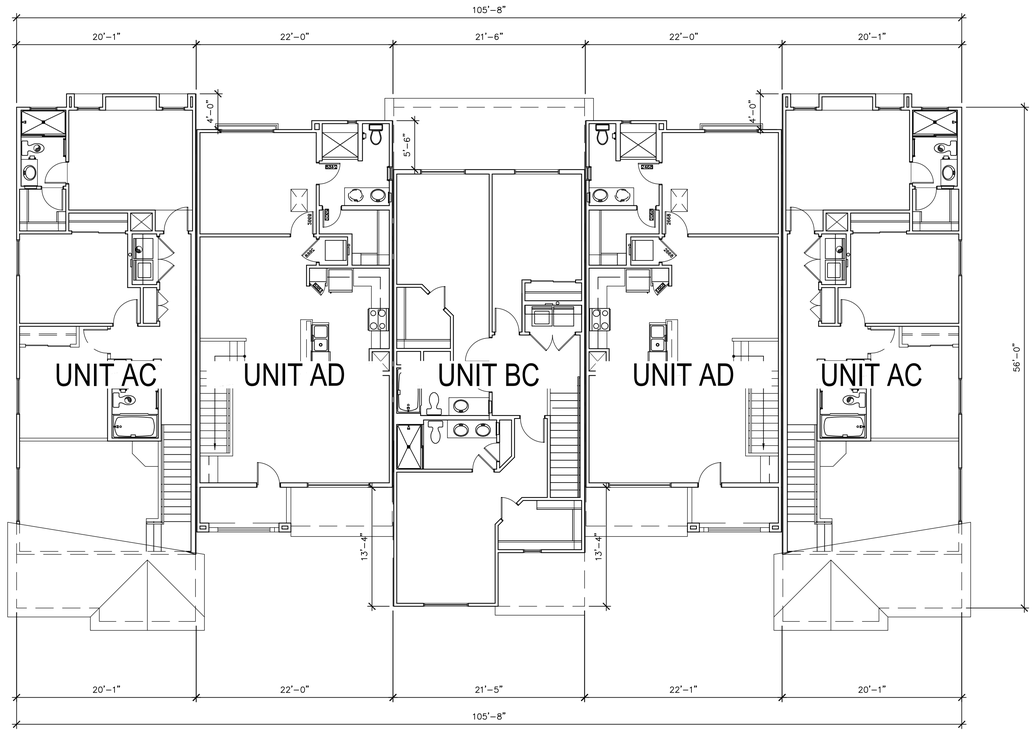
PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Call 811 or click Arizona811.com

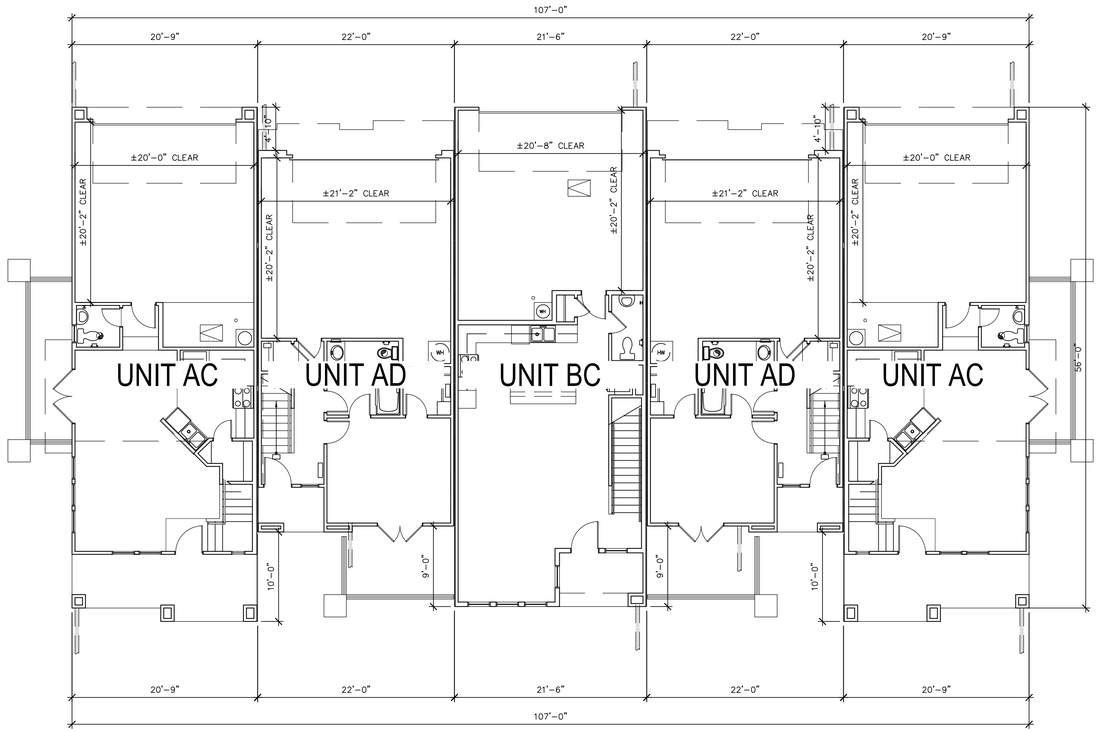
project: LAKE MARY 14ac
proj. #: 21-037
drawing name: SITE PLAN.dwg
drawn by: RM
reviewed by: RM
date: 6/14/22
review #:

revisions:

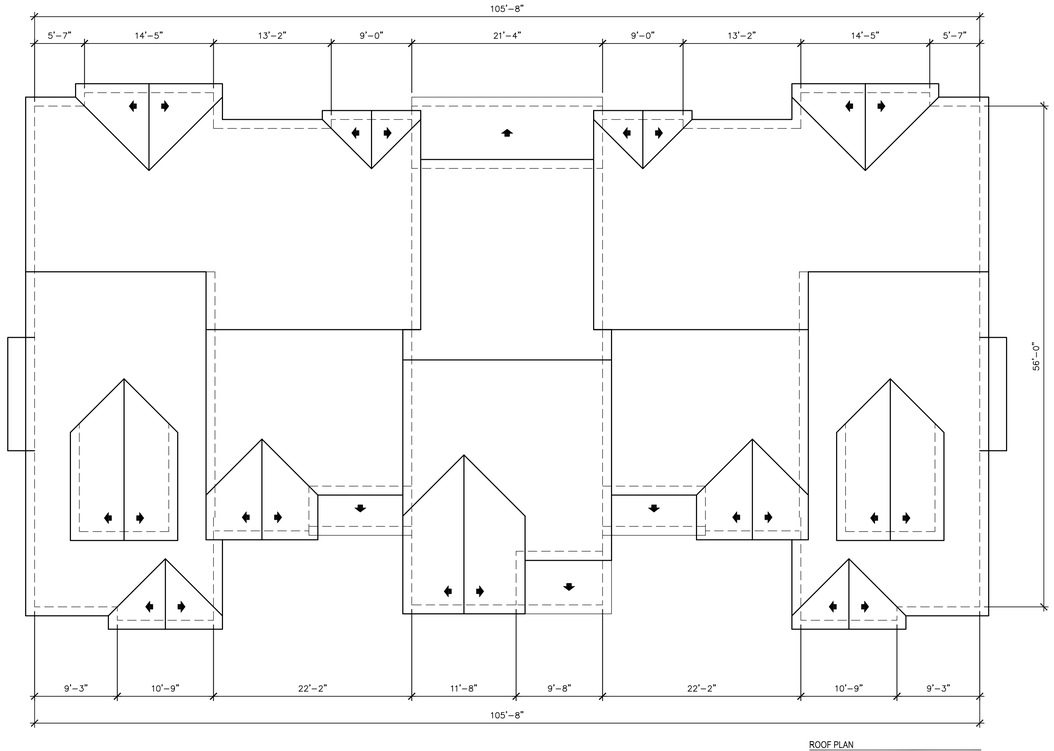
sheet C3 of C3



SECOND FLOOR



FIRST FLOOR



ROOF PLAN

FLOOR PLANS
BUILDING TYPE 1

biltform architecture

biltform architecture group, inc.
11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
NOT FOR
CONSTRUCTION

LAKE MARY HOUSING
Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
1 –
2 –
3 –
4 –
5

JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.1.1

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BUILDING MATERIAL CALC	
TOTAL STUCCO AREA:	30 S.F. (1%)
TOTAL WOOD, METAL AND MASONRY AREA:	6,287 S.F. (99%)
TOTAL ELEVATION AREA (MINUS WINDOWS):	6,317 S.F. (100%)

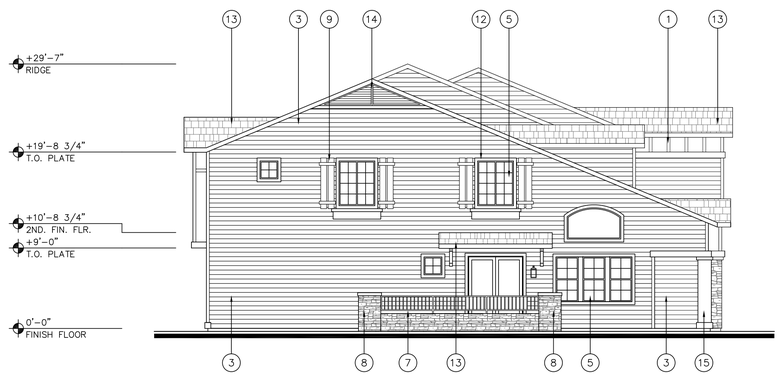
ELEVATION NOTES:

1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

EXTERIOR COLOR SCHEME #1		
A	BODY COLOR	ALAEA SHERWIN WILLIAMS – SW7579 LRV: 12
B	ACCENT BODY COLOR	LYNX DUNN EDWARDS – DE6075 LRV: 24
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	COOL FROST DUNN EDWARDS – DE5931 LRV: 73
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	DARK CHOCOLATE DUNN EDWARDS – DE6014 LRV: 7
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

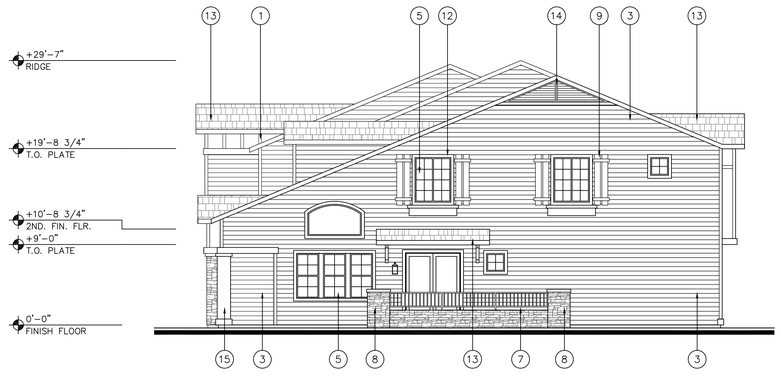
ELEVATION KEY NOTES: (#)

1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN

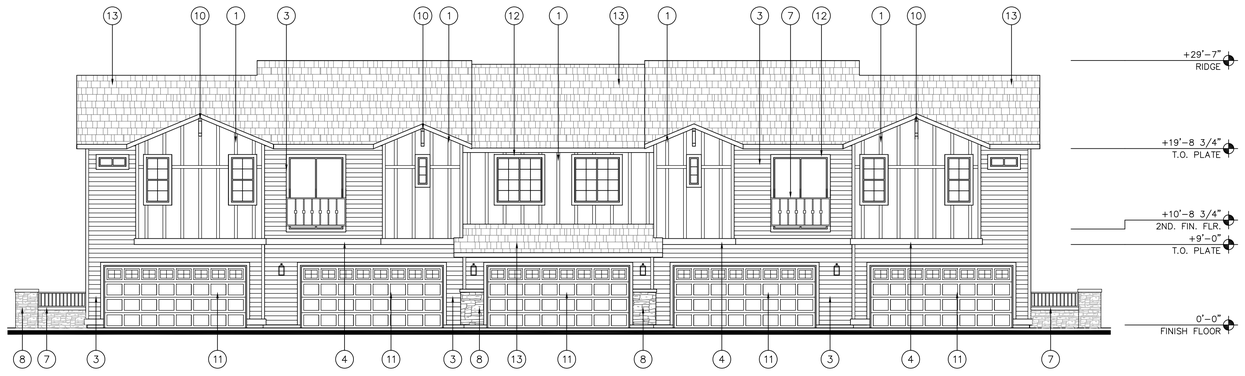


B SIDE ELEVATION

A FRONT ELEVATION



D SIDE ELEVATION



C REAR ELEVATION

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:	
1	–
2	–
3	–
4	–
5	
JOB NO:	21-028
SCALE:	1/4" = 1'-0"

SHEET NO:

A4.1.2

ELEVATIONS
BUILDING TYPE 1

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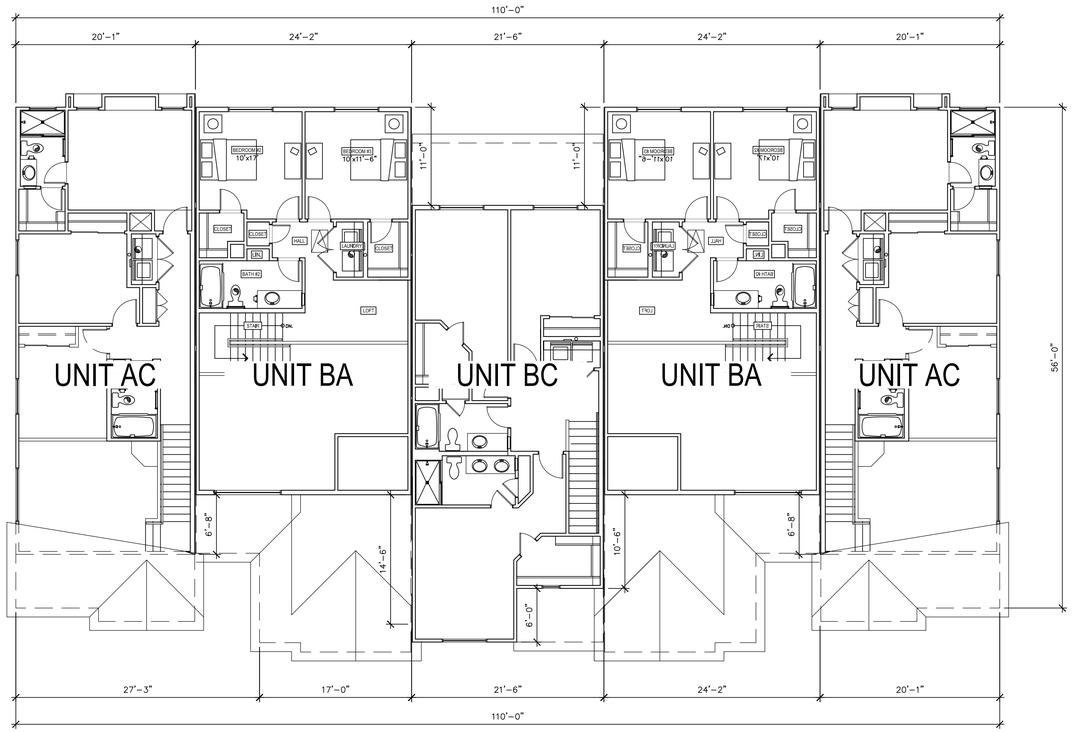
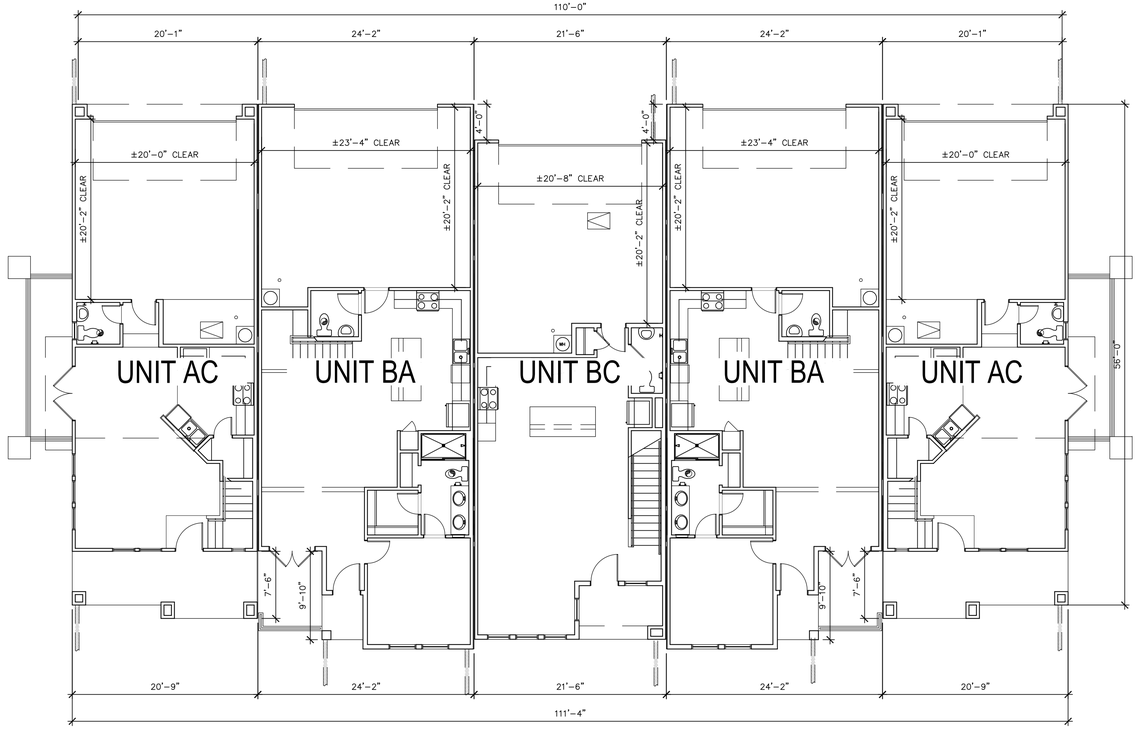
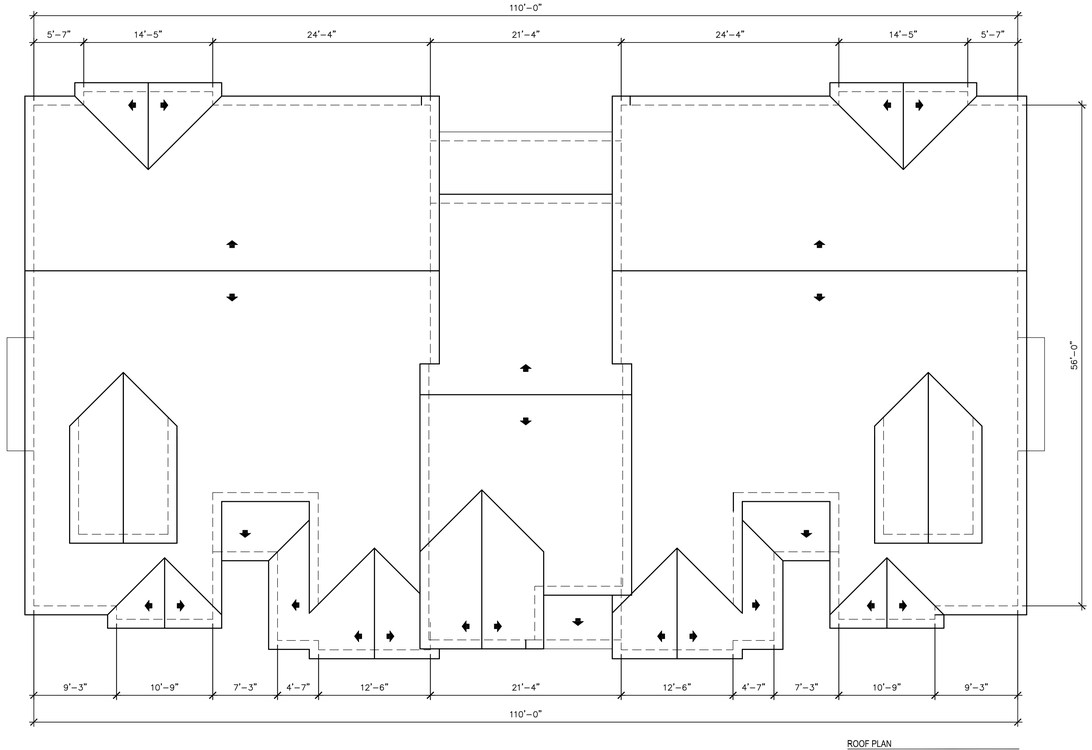


SECOND FLOOR



FIRST FLOOR



ROOF PLAN

FLOOR PLANS
BUILDING TYPE 2

biltform architecture

biltform architecture group, inc.
11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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CONSTRUCTION

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ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:	
1	–
2	–
3	–
4	–
5	
JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	A4.2.1

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BUILDING MATERIAL CALC	
TOTAL STUCCO AREA:	0 S.F. (0.0%)
TOTAL WOOD, METAL AND MASONRY AREA:	6,224 S.F. (100%)
TOTAL ELEVATION AREA (MINUS WINDOWS):	6,224 S.F. (100%)

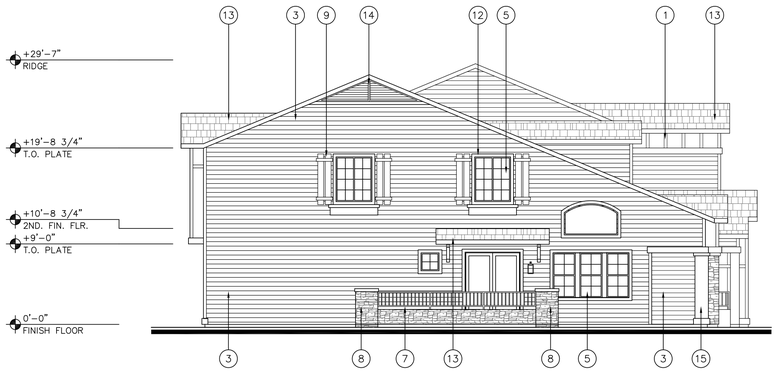
ELEVATION NOTES:

1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

EXTERIOR COLOR SCHEME #2		
A	BODY COLOR	GRIS MORADO SHERWIN WILLIAMS SW9156 LRV: 26
B	ACCENT BODY COLOR	DEEPEST MAUVE SHERWIN WILLIAMS SW0005 LRV: 11
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	SNOWBERRY SHERWIN WILLIAMS SW7140 LRV: 84
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	STARGAZING DUNN EDWARDS – DE6336 LRV: 6
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

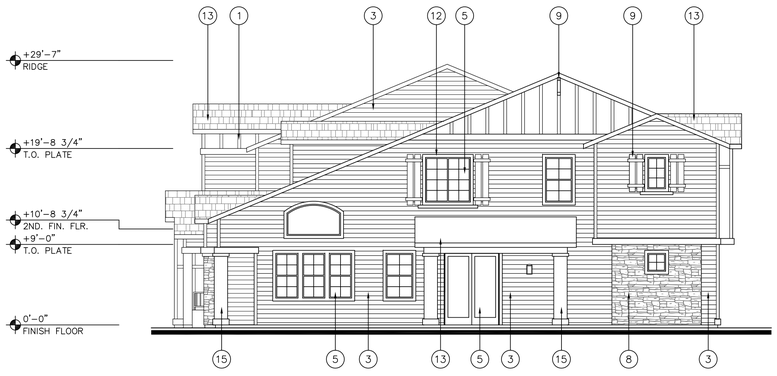
ELEVATION KEY NOTES: (#)

1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN

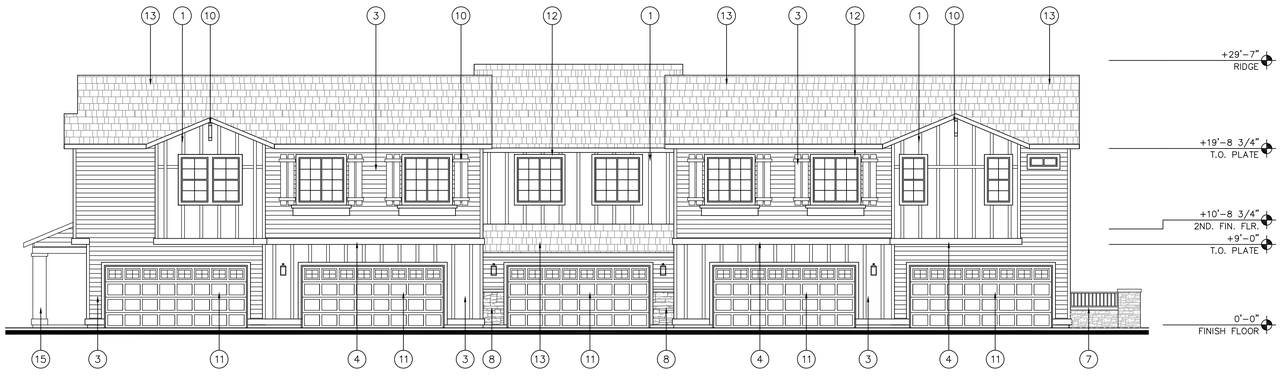


B SIDE ELEVATION

A FRONT ELEVATION



D SIDE ELEVATION



C REAR ELEVATION

ELEVATIONS
BUILDING TYPE 2

biltform
architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
1 –
2 –
3 –
4 –
5

JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	A4.2.2

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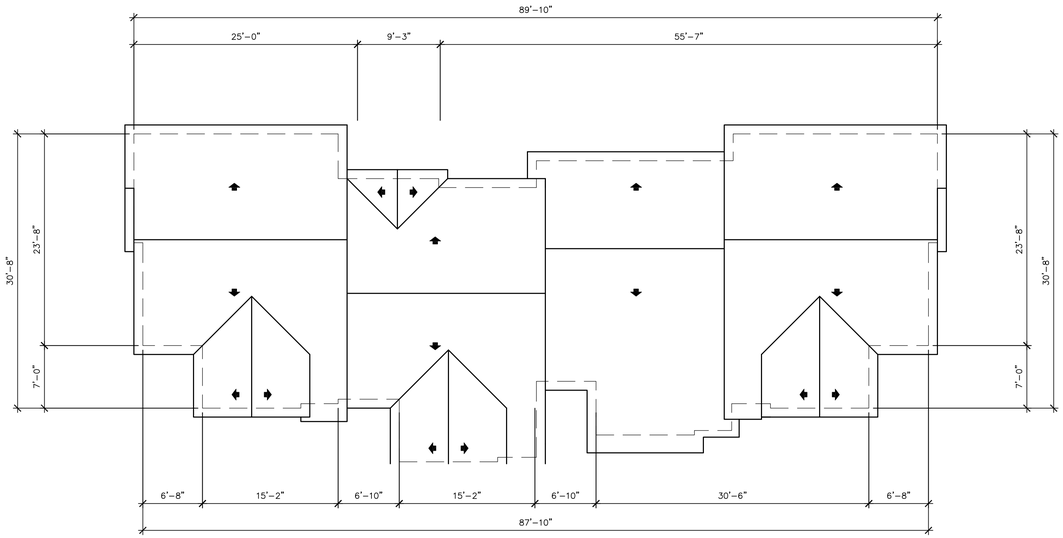
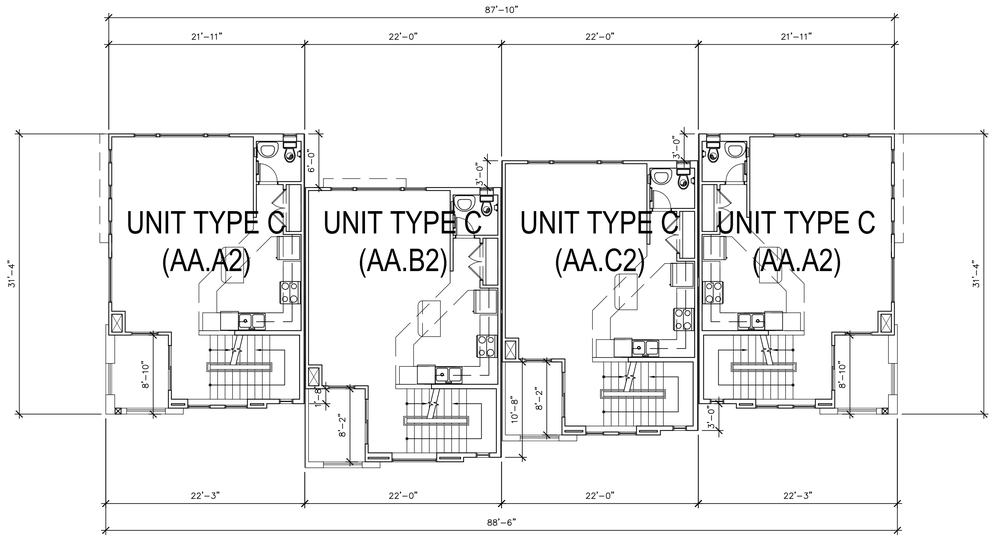
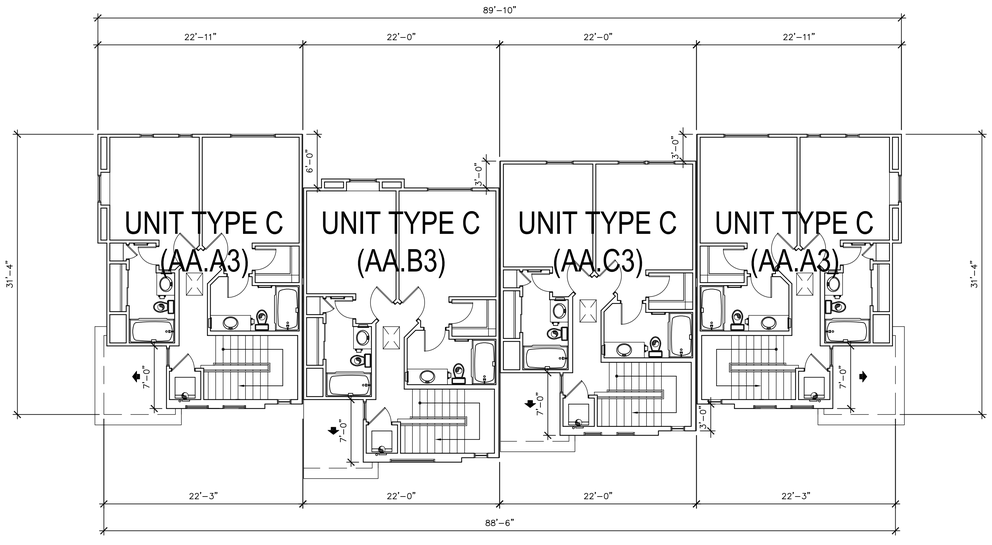


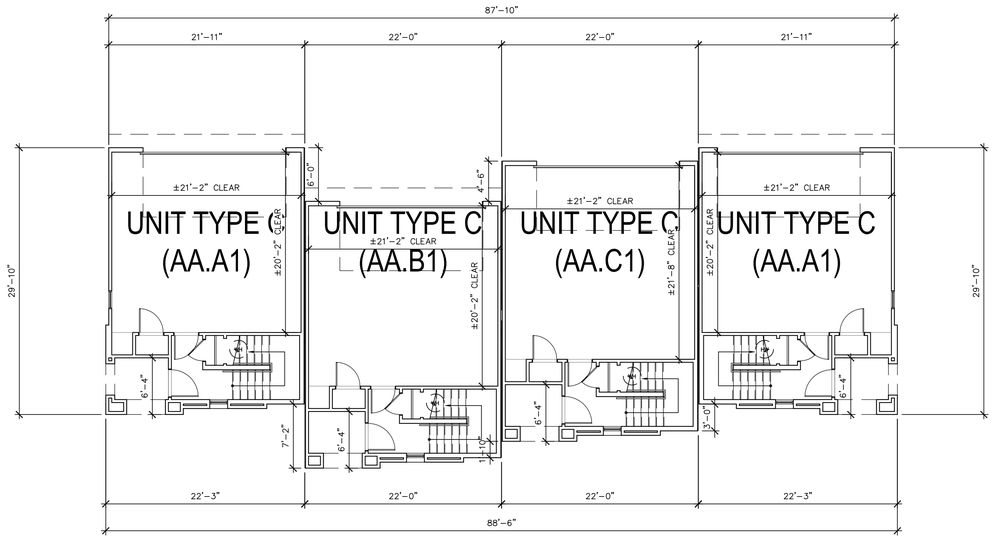
ROOF FLOOR



SECOND FLOOR



THIRD FLOOR



FIRST FLOOR

FLOOR PLANS
BUILDING TYPE 3

biltform architecture

biltform architecture group, inc.
11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

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ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
1 –
2 –
3 –
4 –
5

JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.3.1

© BILTFORM ARCHITECTURE GROUP, INC.

BUILDING MATERIAL CALC	
TOTAL STUCCO AREA:	491 S.F. (7.7%)
TOTAL WOOD, METAL AND MASONRY AREA:	5,806 S.F. (92.3)
TOTAL ELEVATION AREA (MINUS WINDOWS):	6,297 S.F. (100%)

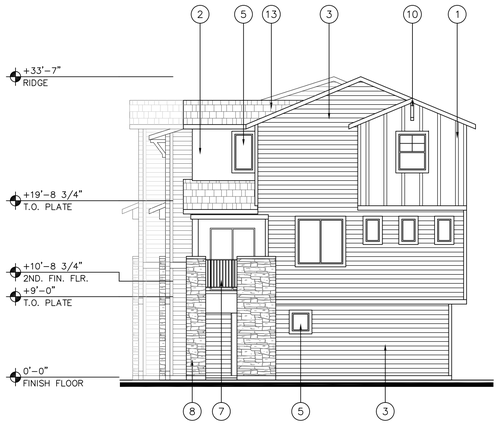
ELEVATION NOTES:

1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

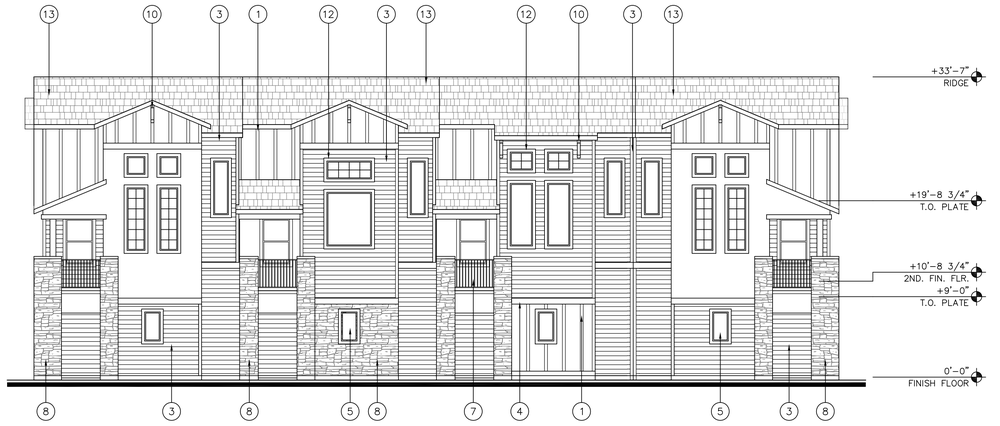
EXTERIOR COLOR SCHEME #1		
A	BODY COLOR	ALAEA SHERWIN WILLIAMS – SW7579 LRV: 12
B	ACCENT BODY COLOR	LYNX DUNN EDWARDS – DE6075 LRV: 24
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	COOL FROST DUNN EDWARDS – DE5931 LRV: 73
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	DARK CHOCOLATE DUNN EDWARDS – DE6014 LRV: 7
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)

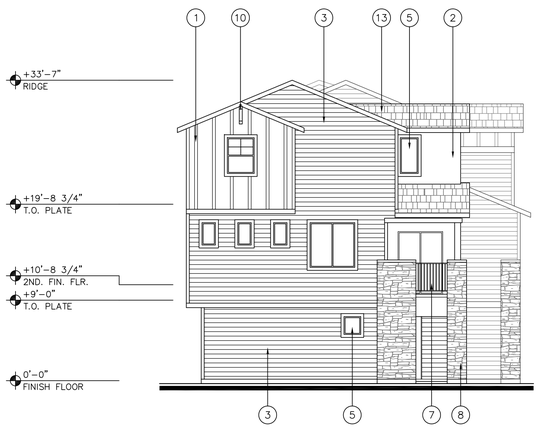
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



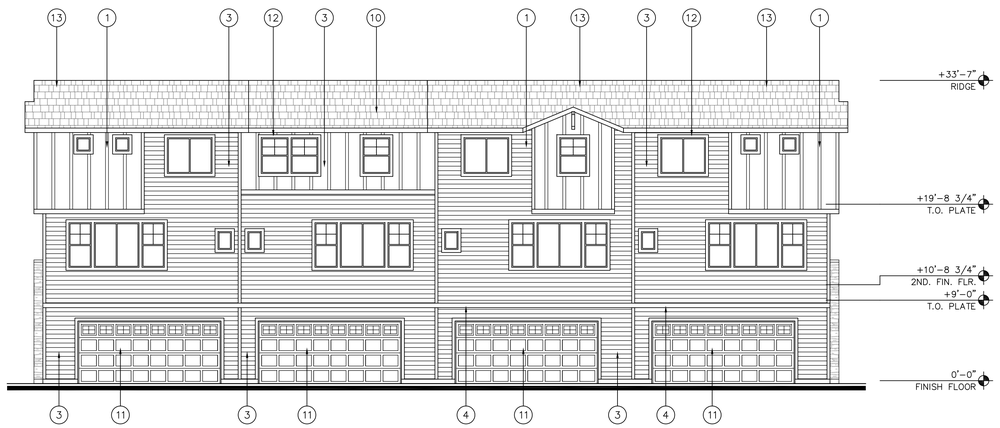
B SIDE ELEVATION



A FRONT ELEVATION



D SIDE ELEVATION



C REAR ELEVATION

ELEVATIONS
BUILDING TYPE 3

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
NOT FOR
CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
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3 –
4 –
5

JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	A4.3.2

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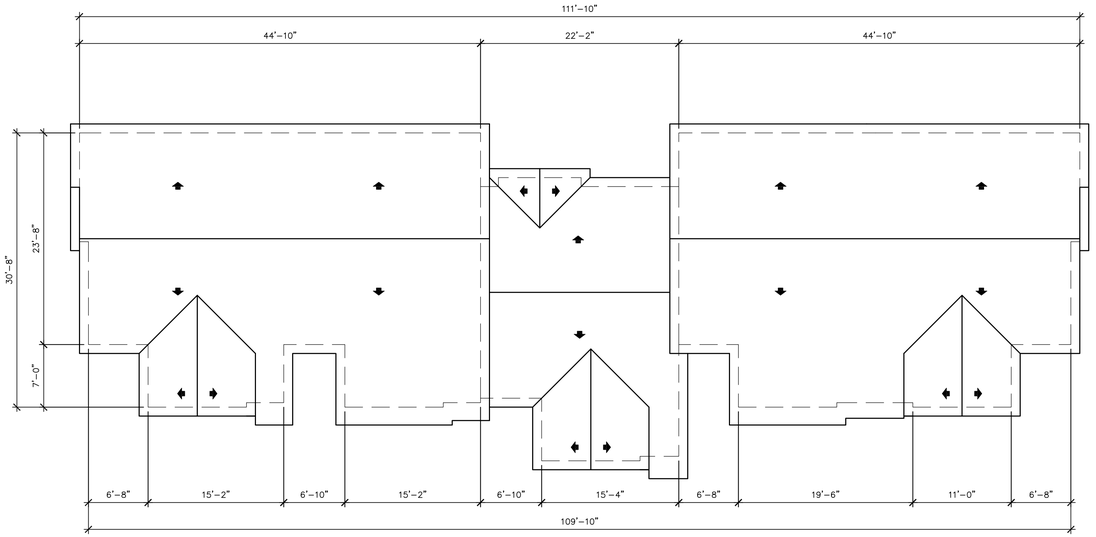
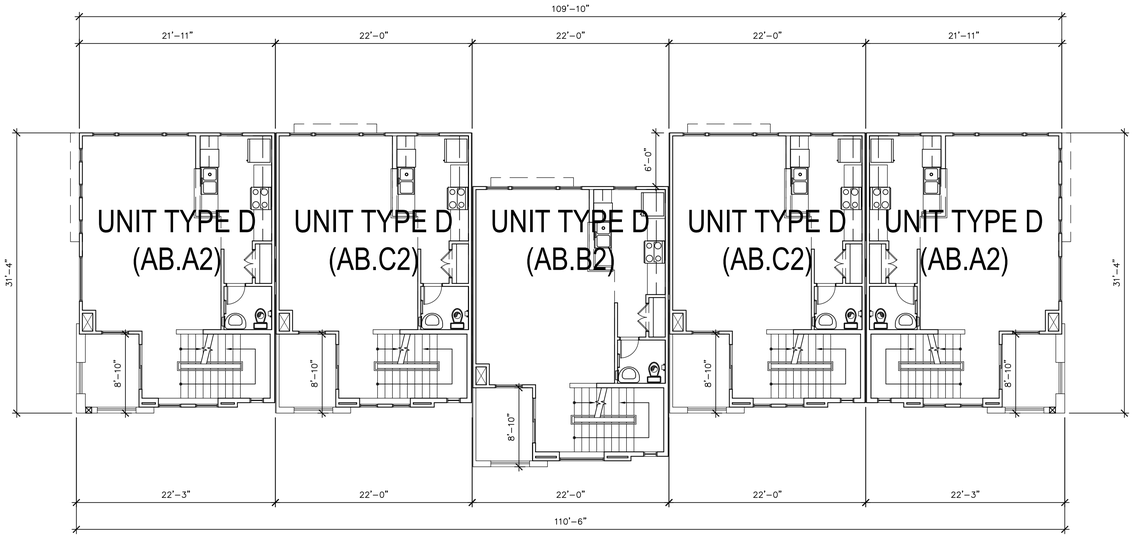
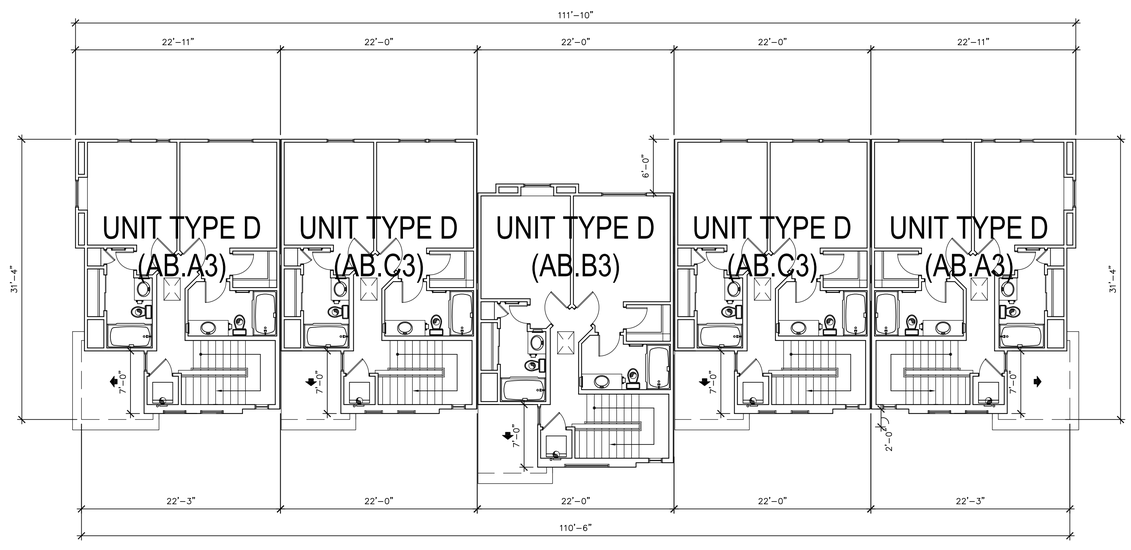


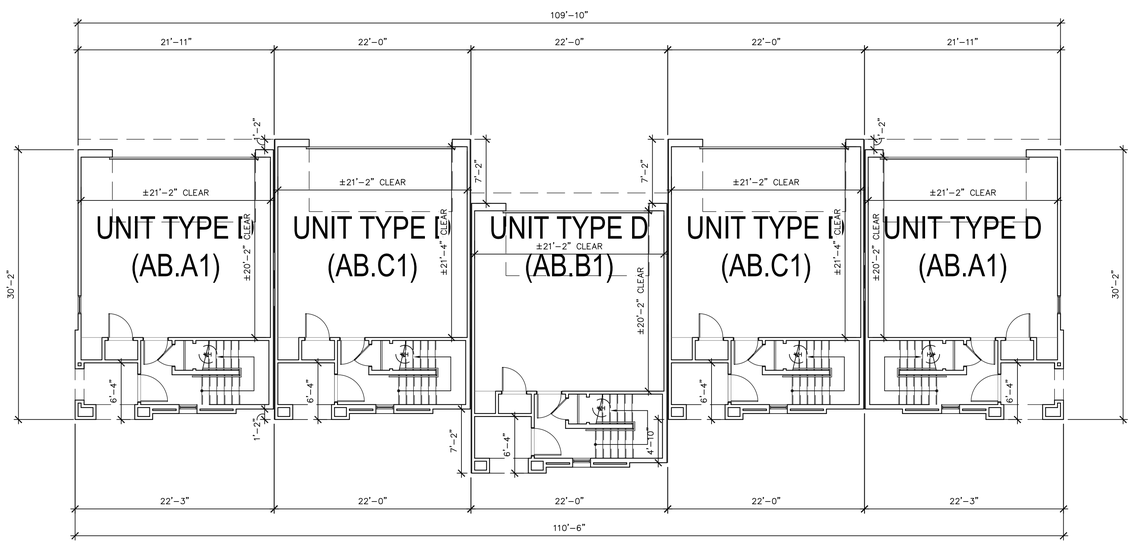
ROOF FLOOR



SECOND FLOOR



THIRD FLOOR



FIRST FLOOR

FLOOR PLANS
BUILDING TYPE 4

biltform architecture

biltform architecture group, inc.
11460 north cave creek road , suite 11
phoenix , arizona 85020
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15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.4.1

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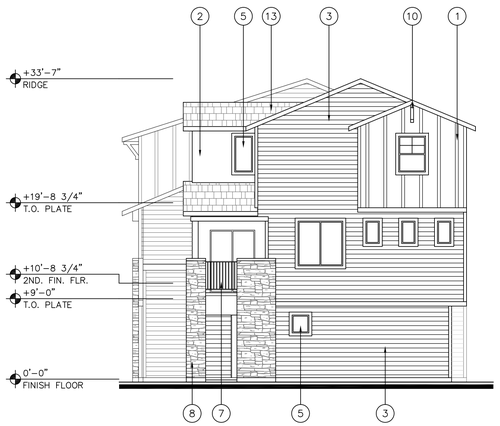
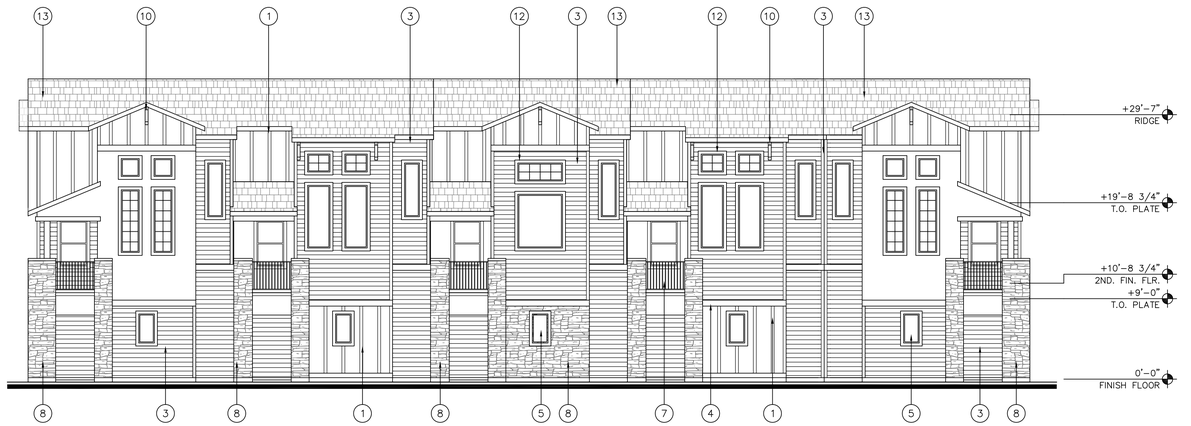
ELEVATION NOTES:
1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

EXTERIOR COLOR SCHEME #2		
A	BODY COLOR	GRIS MORADO SHERWIN WILLIAMS SW9156 LRV: 26
B	ACCENT BODY COLOR	DEEPEST MAUVE SHERWIN WILLIAMS SW0005 LRV: 11
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	SNOWBERRY SHERWIN WILLIAMS SW7140 LRV: 84
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	STARGAZING DUNN EDWARDS – DE6336 LRV: 6
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

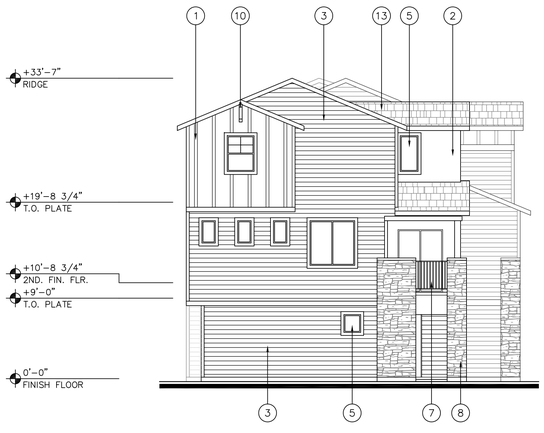
ELEVATION KEY NOTES: (#)
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



B SIDE ELEVATION



A FRONT ELEVATION



D SIDE ELEVATION

C REAR ELEVATION

ELEVATIONS
BUILDING TYPE 4

biltform
architecture

biltform architecture group, inc.

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LAKE MARY HOUSING
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15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

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JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	A4.4.2

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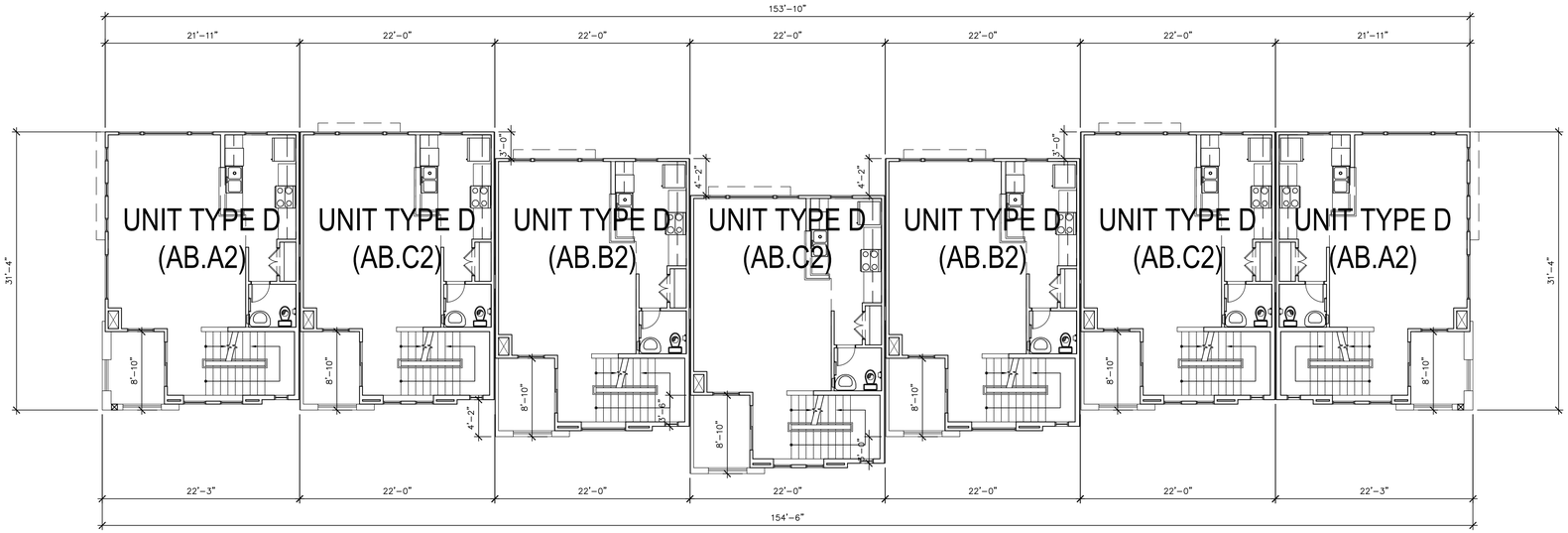
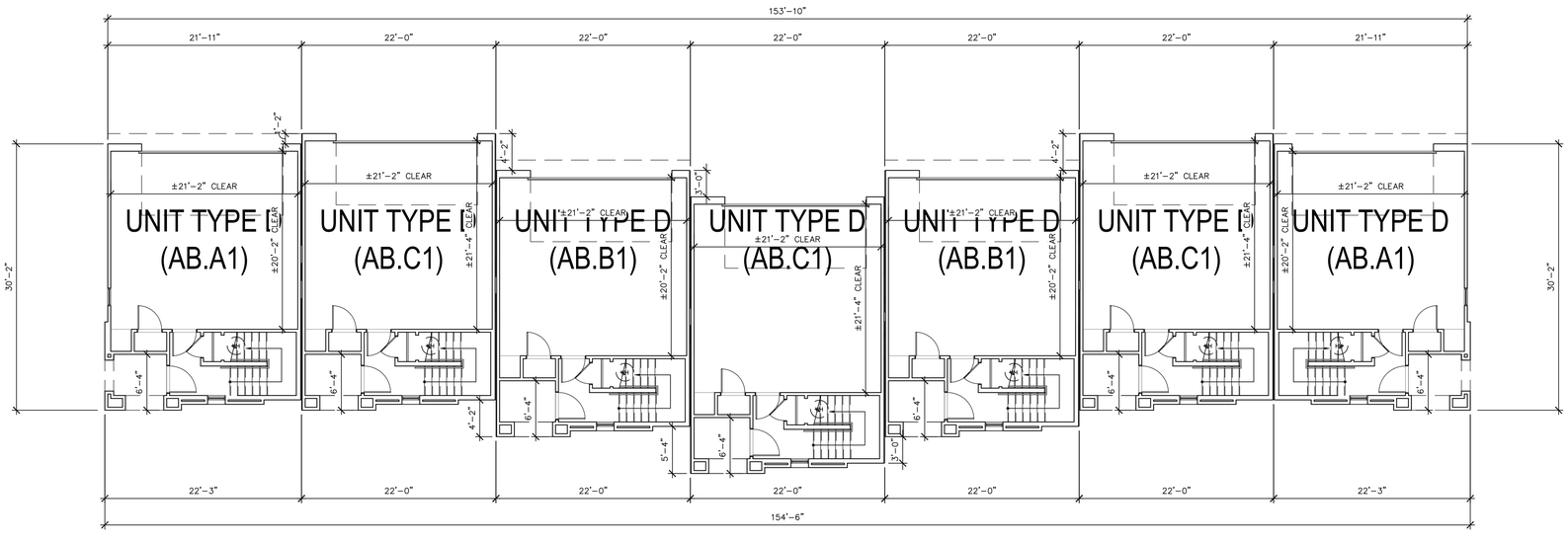


SECOND FLOOR



FIRST FLOOR

FLOOR PLANS
BUILDING TYPE 5

biltform architecture

biltform architecture group, inc.

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phoenix . arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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LAKE MARY HOUSING
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ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
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PHONE: 480-256-0506

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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.5.1

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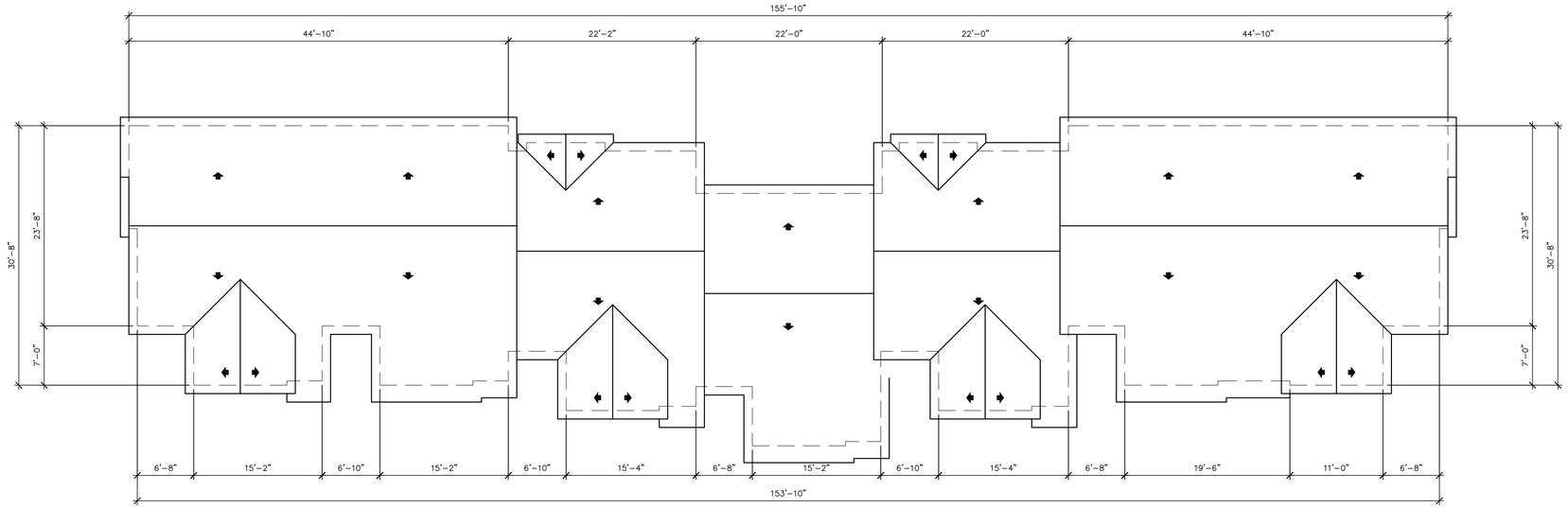
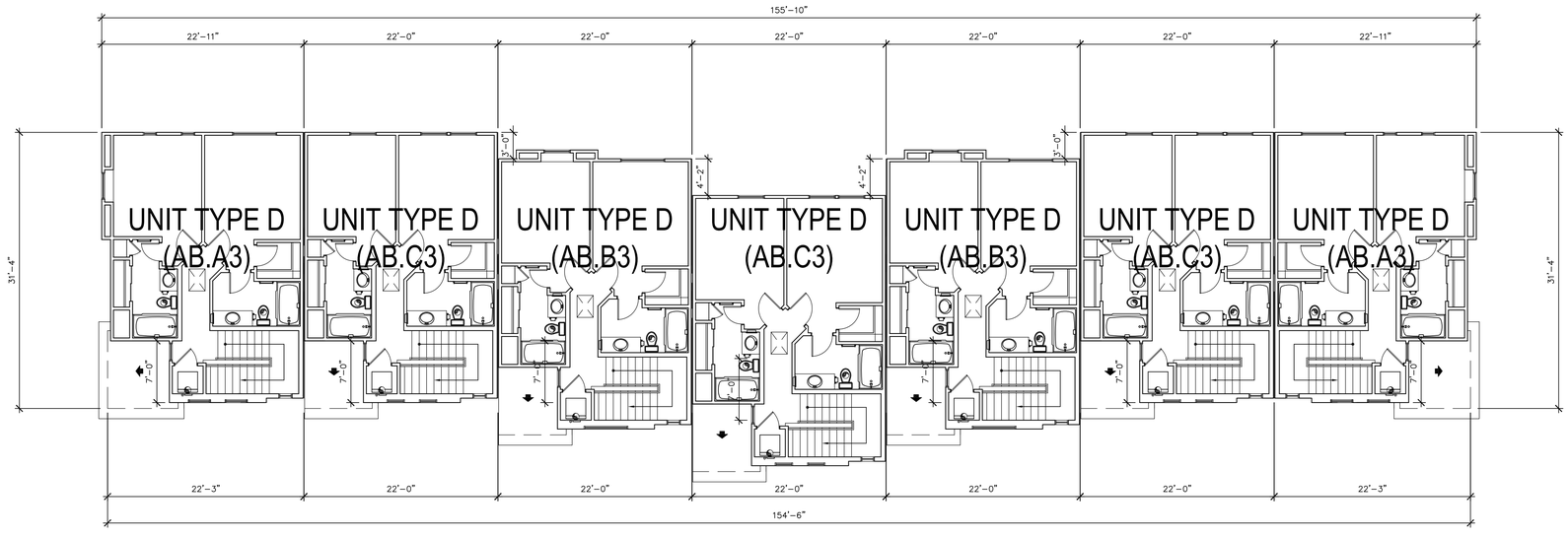


ROOF FLOOR



THIRD FLOOR

FLOOR PLANS
BUILDING TYPE 5

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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LAKE MARY HOUSING

Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

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4 –
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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.5.2

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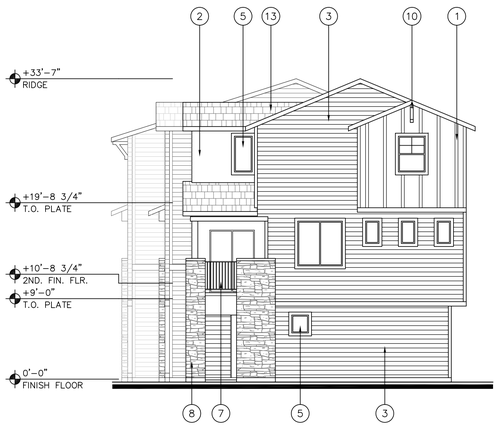
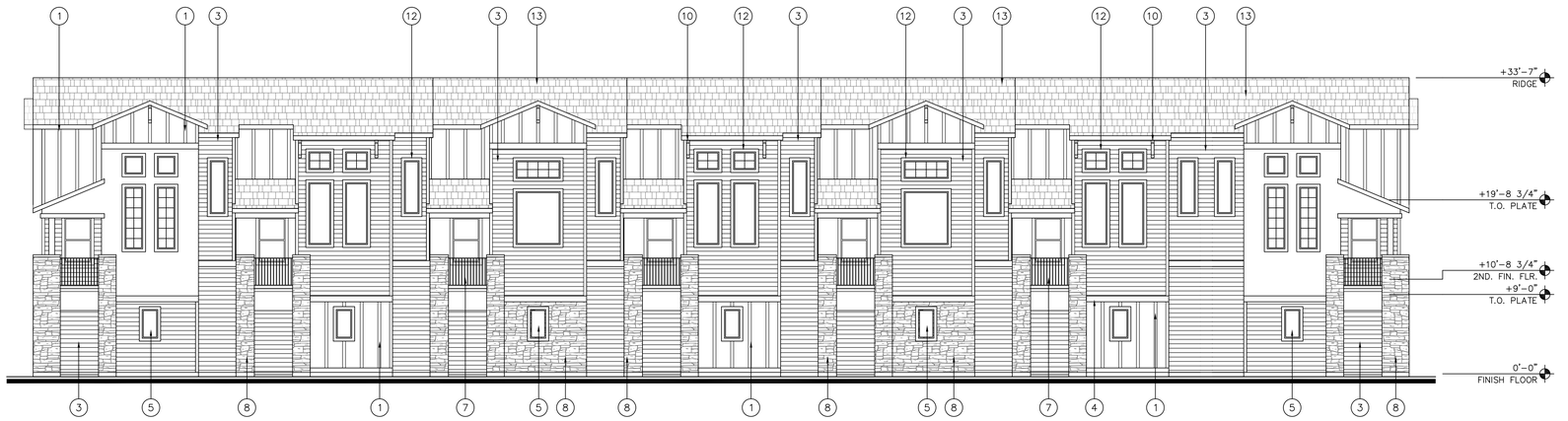
ELEVATION NOTES:
1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

EXTERIOR COLOR SCHEME #2		
A	BODY COLOR	GRIS MORADO SHERWIN WILLIAMS SW9156 LRV: 26
B	ACCENT BODY COLOR	DEEPEST MAUVE SHERWIN WILLIAMS SW0005 LRV: 11
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	SNOWBERRY SHERWIN WILLIAMS SW7140 LRV: 84
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	STARGAZING DUNN EDWARDS – DE6336 LRV: 6
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

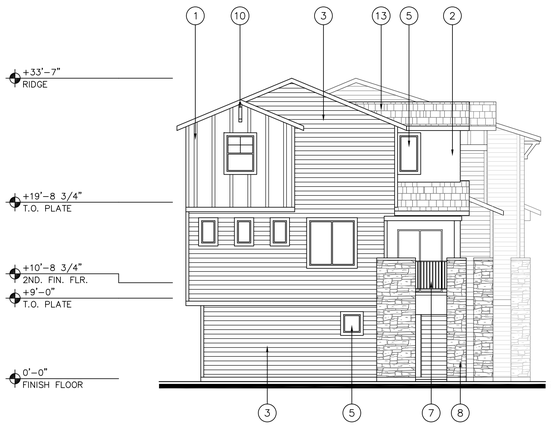
ELEVATION KEY NOTES: (#)
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



B SIDE ELEVATION



A FRONT ELEVATION



D SIDE ELEVATION

C REAR ELEVATION

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences

4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260

PHONE: 480-256-0506

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.

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JOB NO: 21-028

SCALE: 1/4" = 1'-0"

SHEET NO:

A4.5.3

ELEVATIONS
BUILDING TYPE 5

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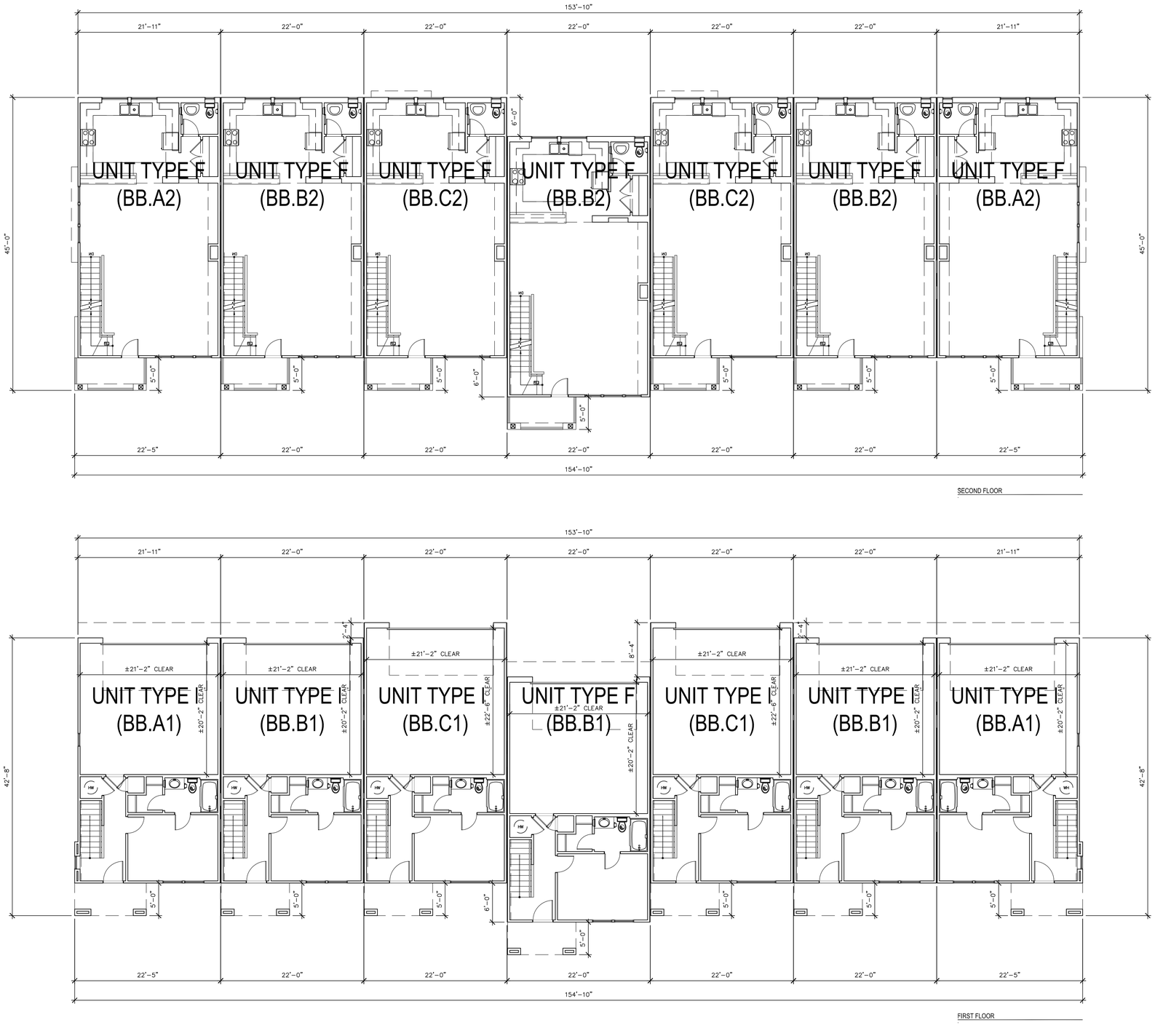

FLOOR PLANS
BUILDING TYPE 6

biltform architecture

biltform architecture group, inc.
11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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LAKE MARY HOUSING
Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

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4 –
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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.6.1

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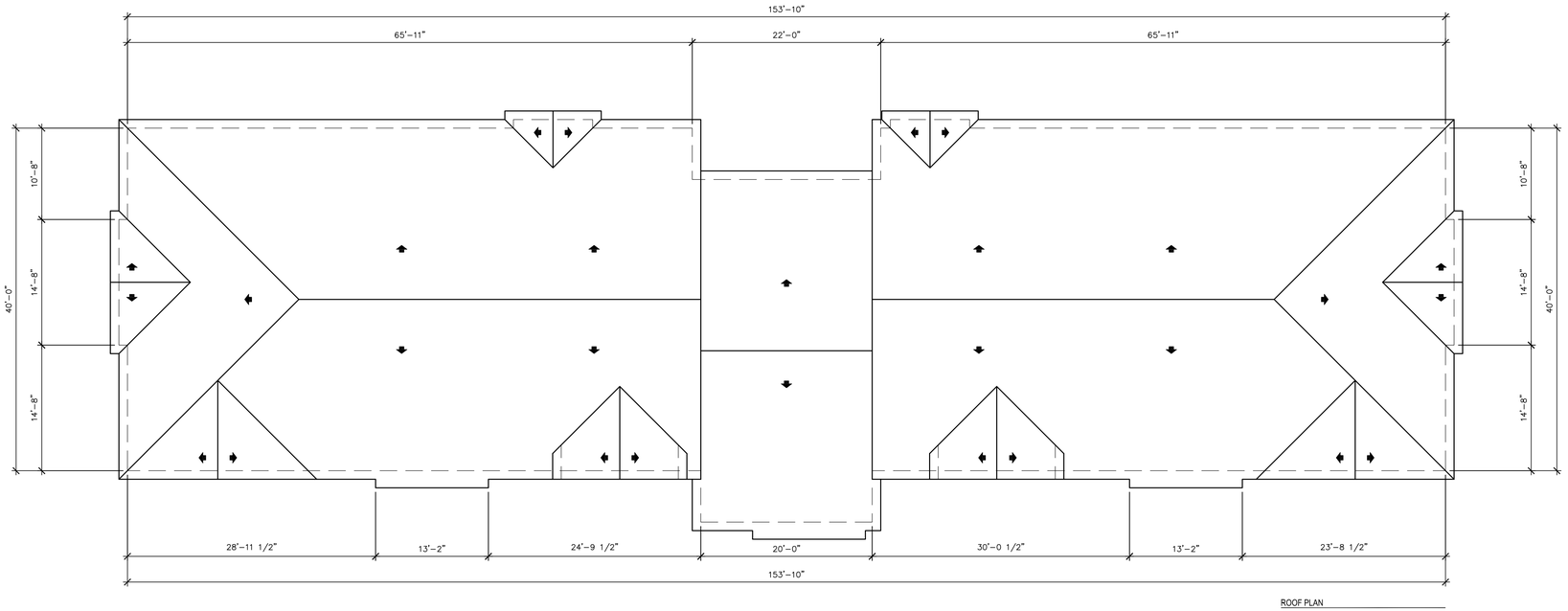
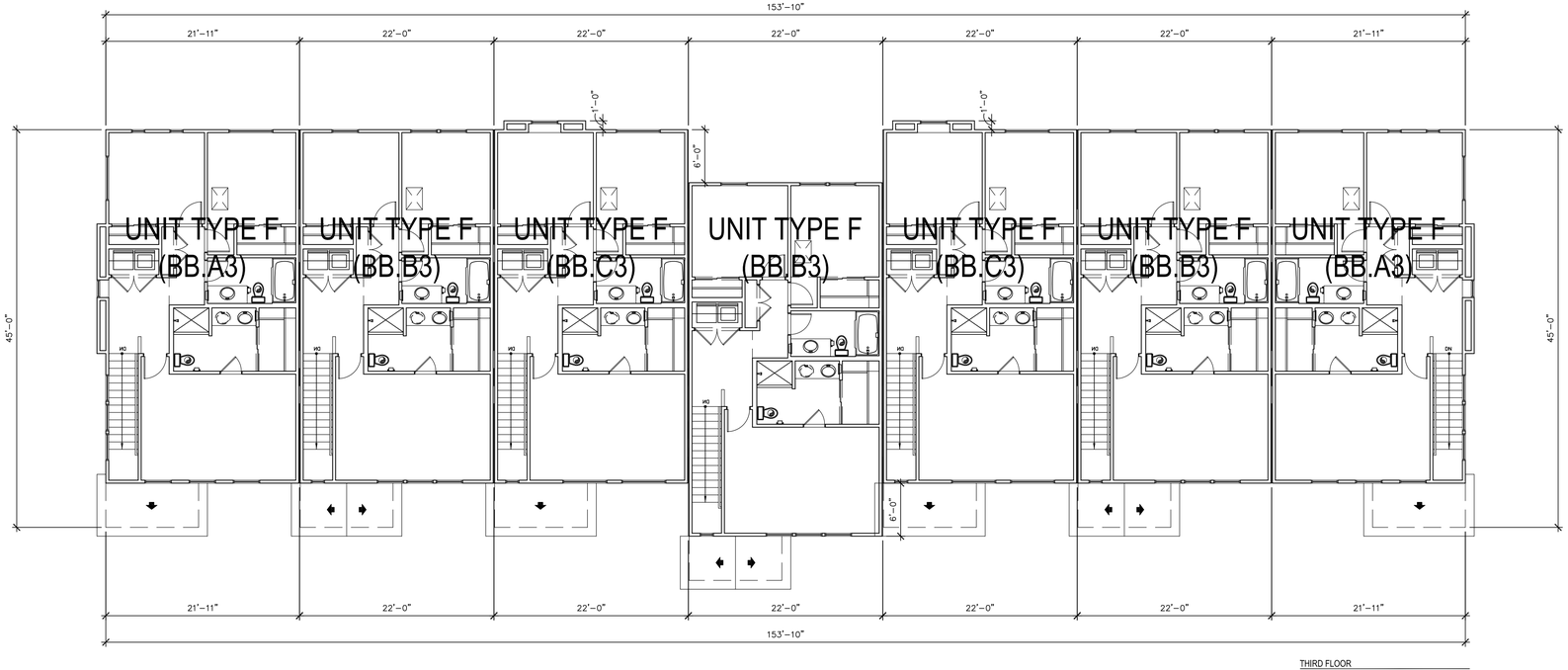


ROOF PLAN



THIRD FLOOR

FLOOR PLANS
BUILDING TYPE 6

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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PHONE: 480-256-0506

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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.6.2

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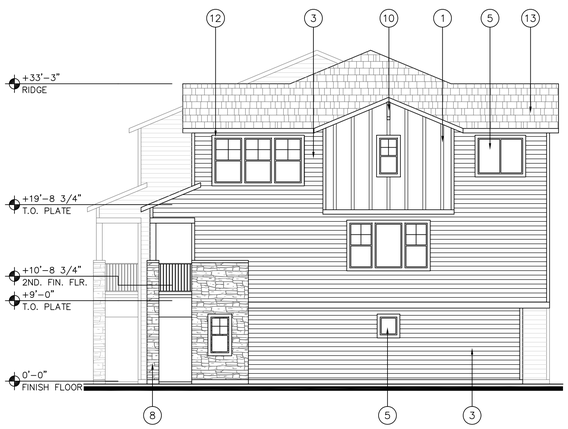
ELEVATION NOTES:
1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

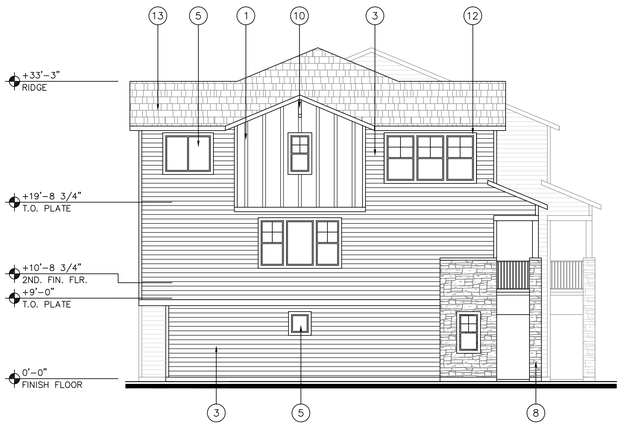
EXTERIOR COLOR SCHEME #3		
A	BODY COLOR	STORM CLOUD DUNN EDWARDS – DE6362 LRV: 21
B	ACCENT BODY COLOR	BLACK RIVER FALLS DUNN EDWARDS – DEA189 LRV: 5
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	FOSSIL DUNN EDWARDS – DE6225 LRV: 81
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	BITTERSWEET CHOCOLATE DUNN EDWARDS – BM2114-10 LRV: 5
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



B SIDE ELEVATION

A FRONT ELEVATION



D SIDE ELEVATION

C REAR ELEVATION

ELEVATIONS
BUILDING TYPE 6

biltform architecture group, inc.

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phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
NOT FOR
CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

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JOB NO:	21-028
SCALE:	1/4" = 1'-0"

SHEET NO:

A4.6.3

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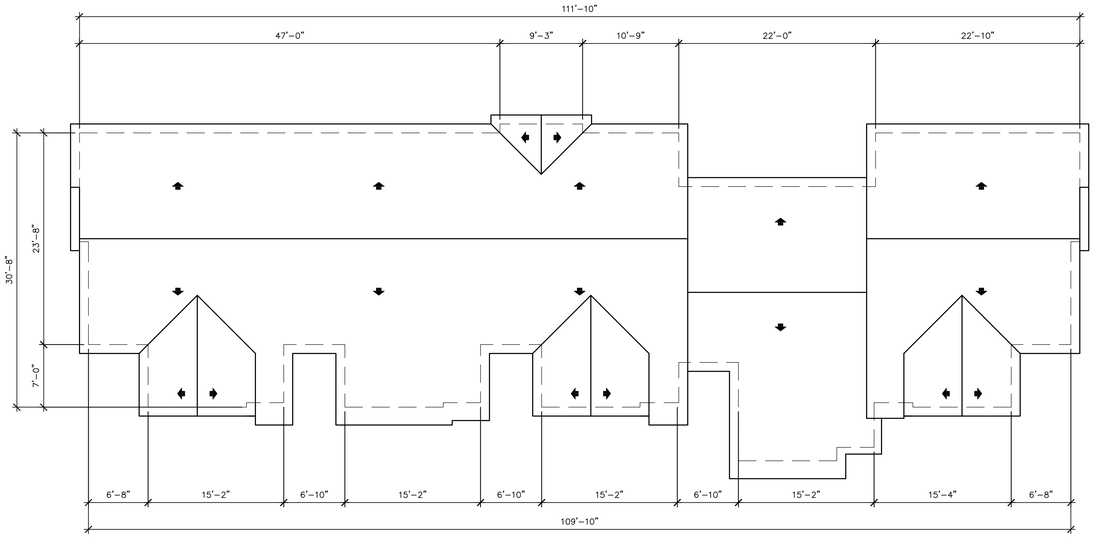
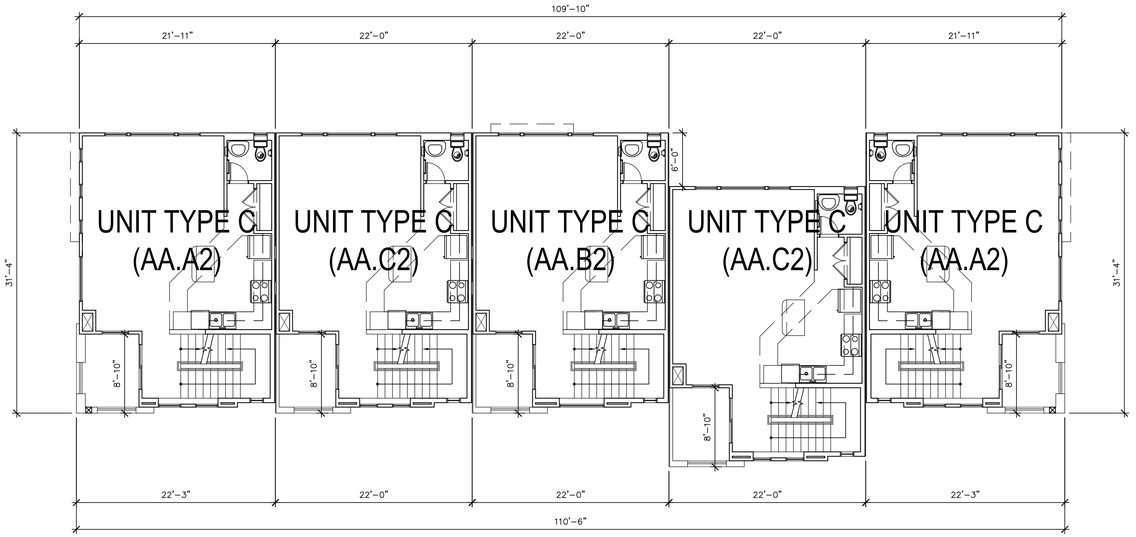
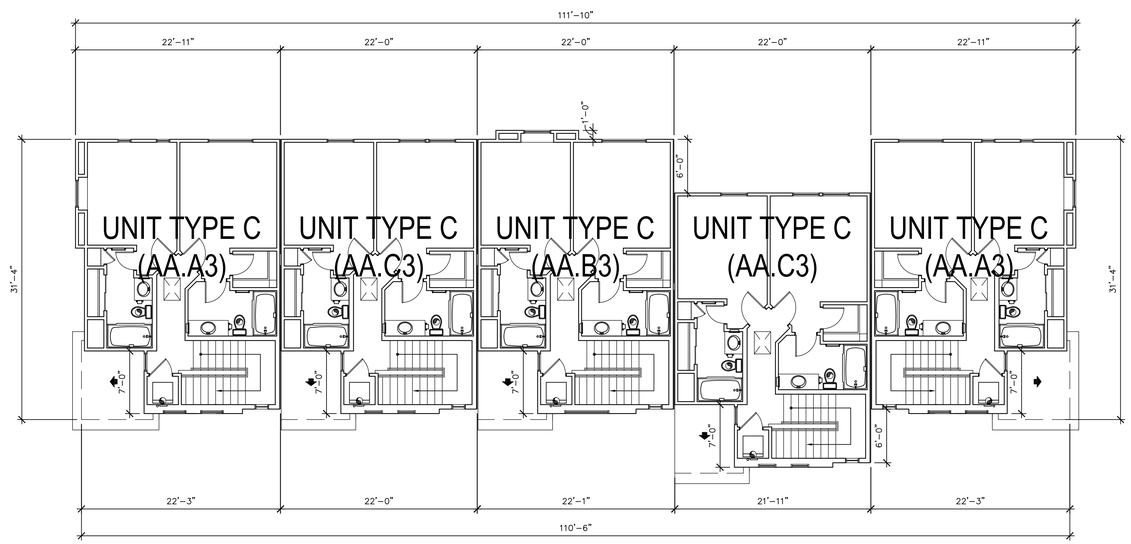


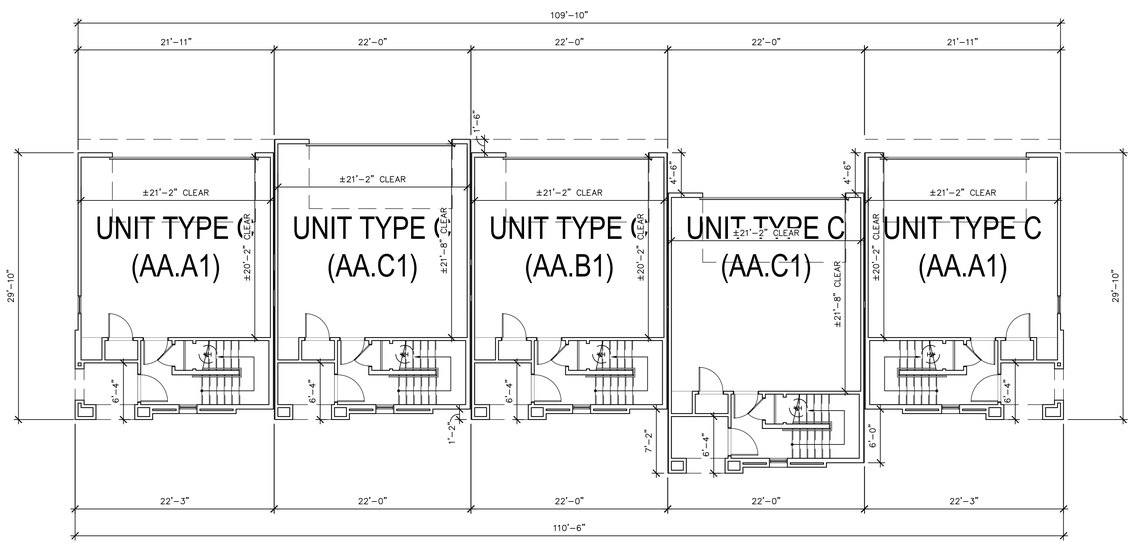
ROOF FLOOR



SECOND FLOOR



THIRD FLOOR



FIRST FLOOR

FLOOR PLANS
BUILDING TYPE 7

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

LAKE MARY HOUSING
Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
1 –
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5

JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.7.1

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BUILDING MATERIAL CALC	
TOTAL STUCCO AREA:	556 S.F. (7.6%)
TOTAL WOOD, METAL AND MASONRY AREA:	6,788 S.F. (92.4%)
TOTAL ELEVATION AREA (MINUS WINDOWS):	7,344 S.F. (100%)

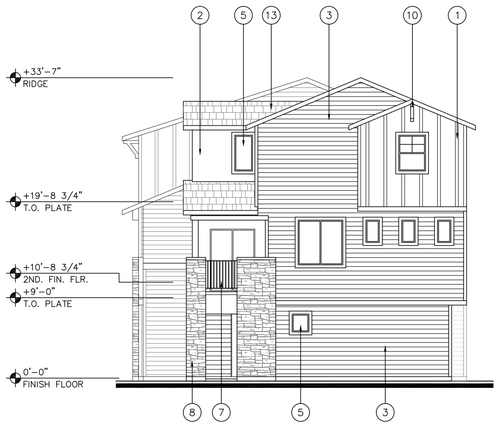
ELEVATION NOTES:

1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

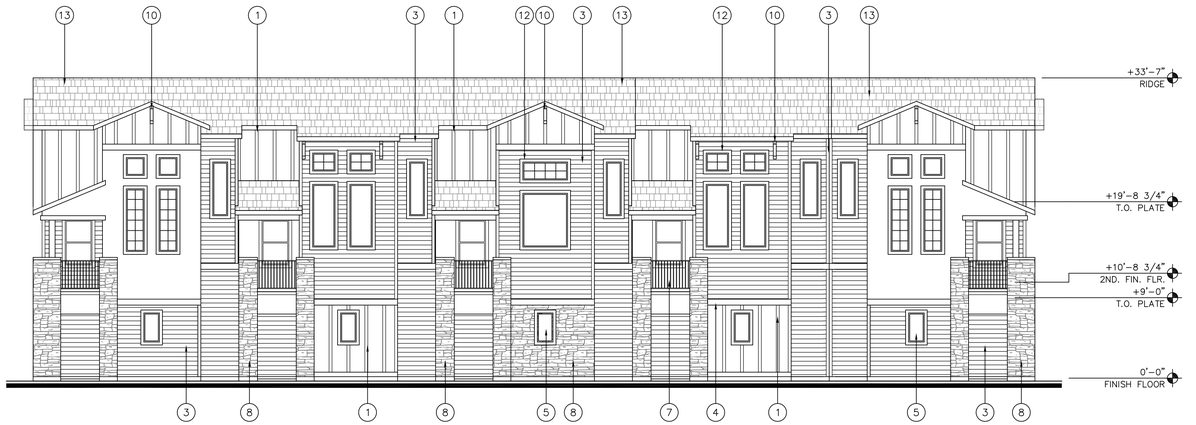
EXTERIOR COLOR SCHEME #2		
A	BODY COLOR	GRIS MORADO SHERWIN WILLIAMS SW9156 LRV: 26
B	ACCENT BODY COLOR	DEEPEST MAUVE SHERWIN WILLIAMS SW0005 LRV: 11
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	SNOWBERRY SHERWIN WILLIAMS SW7140 LRV: 84
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	STARGAZING DUNN EDWARDS – DE6336 LRV: 6
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)

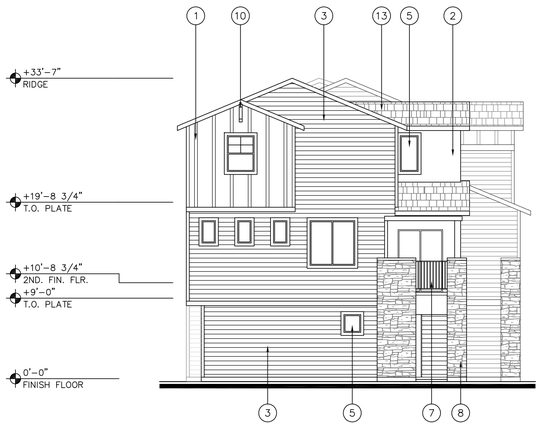
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



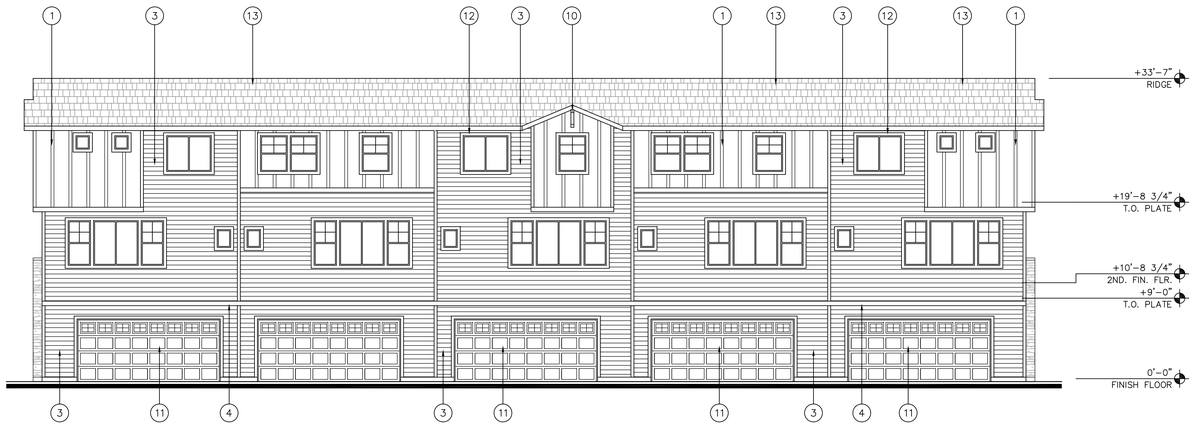
B SIDE ELEVATION



A FRONT ELEVATION



D SIDE ELEVATION



C REAR ELEVATION

ELEVATIONS
BUILDING TYPE 7

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
NOT FOR
CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:	
1	–
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JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	A4.7.2

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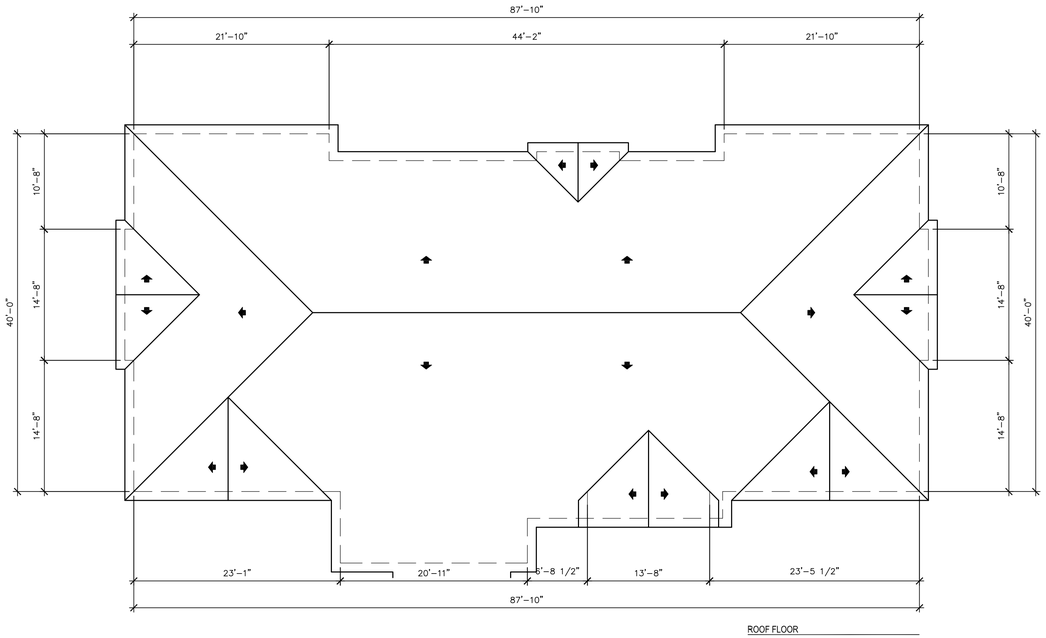
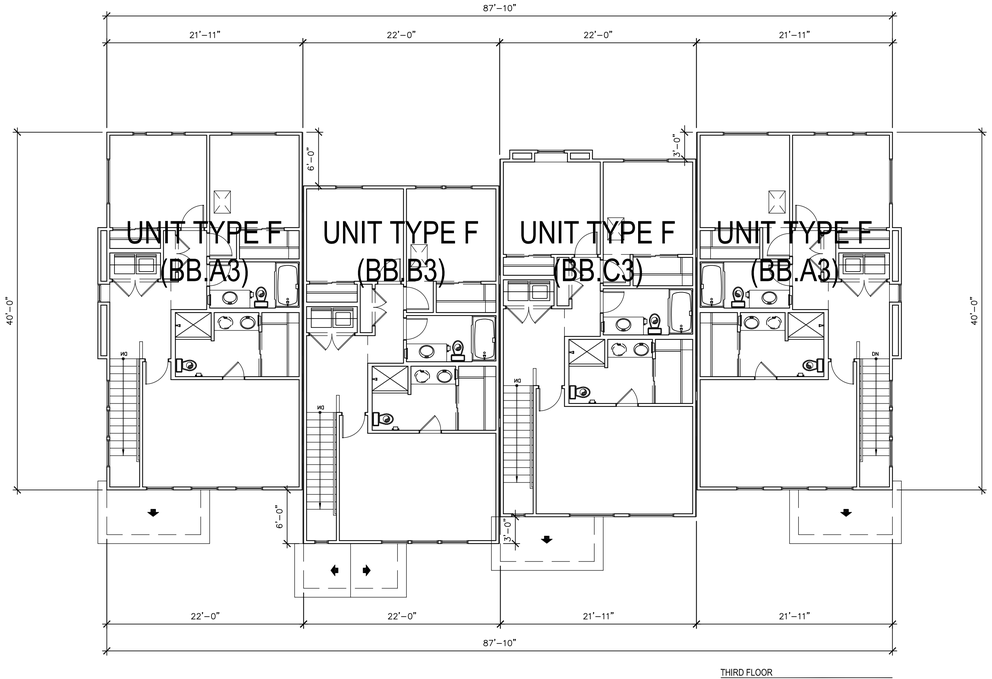
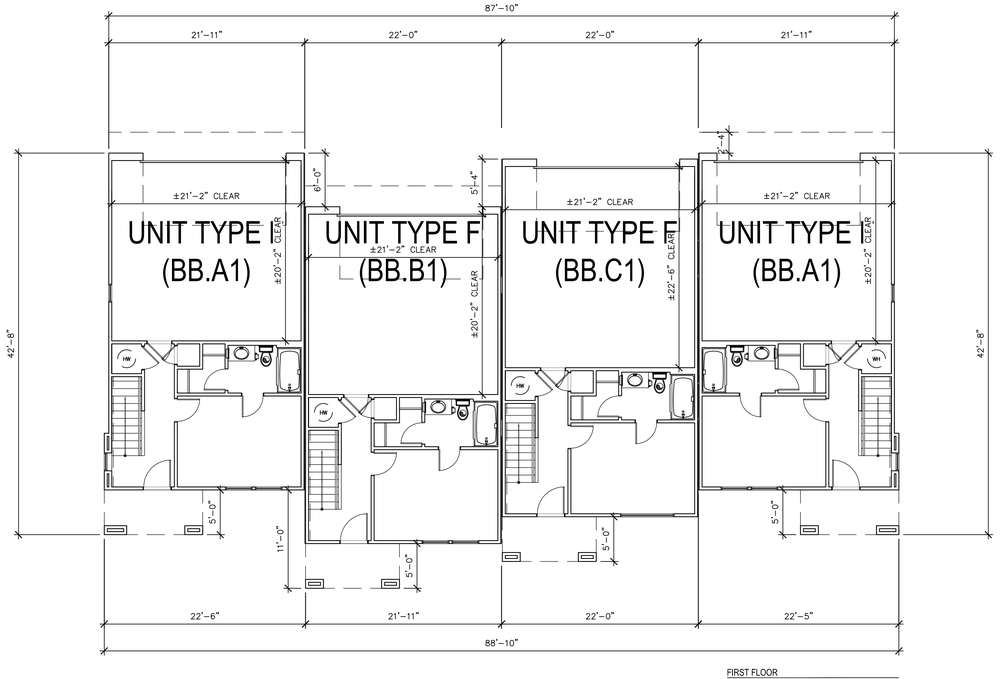


ROOF FLOOR

SECOND FLOOR



THIRD FLOOR



FIRST FLOOR

FLOOR PLANS
BUILDING TYPE 8

biltform architecture

biltform architecture group, inc.
11460 north cave creek road , suite 11
phoenix , arizona 8 5 0 2 0
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
NOT FOR
CONSTRUCTION

LAKE MARY HOUSING
Single Family & Apartment Residences
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ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.8.1

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ELEVATION NOTES:
1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

EXTERIOR COLOR SCHEME #1		
A	BODY COLOR	ALAEA SHERWIN WILLIAMS – SW7579 LRV: 12
B	ACCENT BODY COLOR	LYNX DUNN EDWARDS – DE6075 LRV: 24
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	COOL FROST DUNN EDWARDS – DE5931 LRV: 73
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	DARK CHOCOLATE DUNN EDWARDS – DE6014 LRV: 7
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN

B SIDE ELEVATION

A FRONT ELEVATION

D SIDE ELEVATION

C REAR ELEVATION

ELEVATIONS
BUILDING TYPE 8

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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Single Family & Apartment Residences
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ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
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3 –
4 –
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JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	A4.8.2

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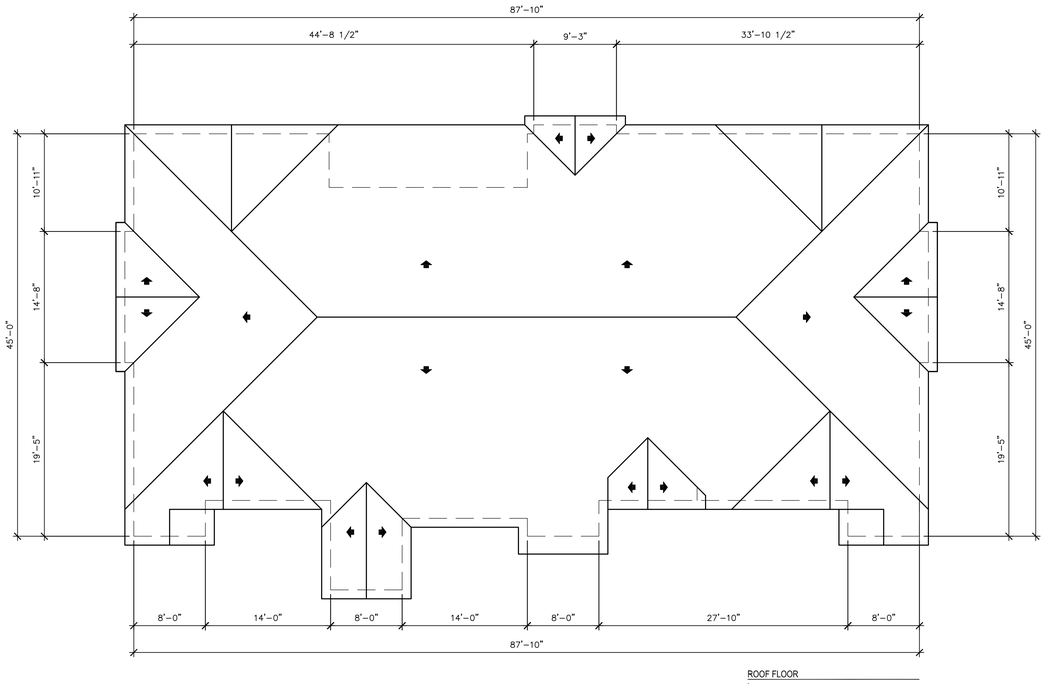
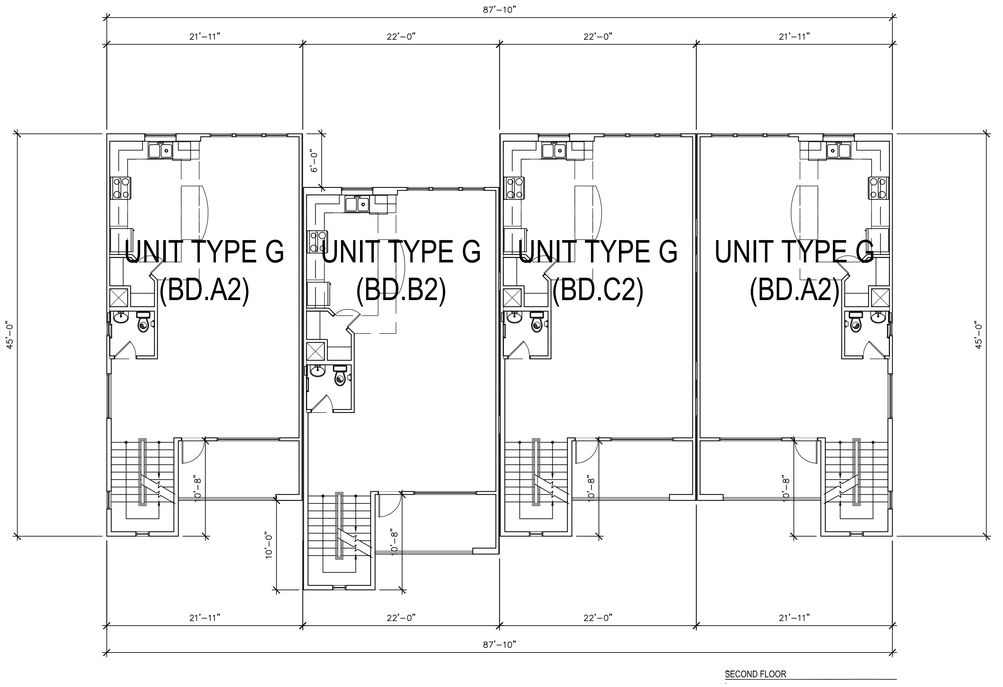
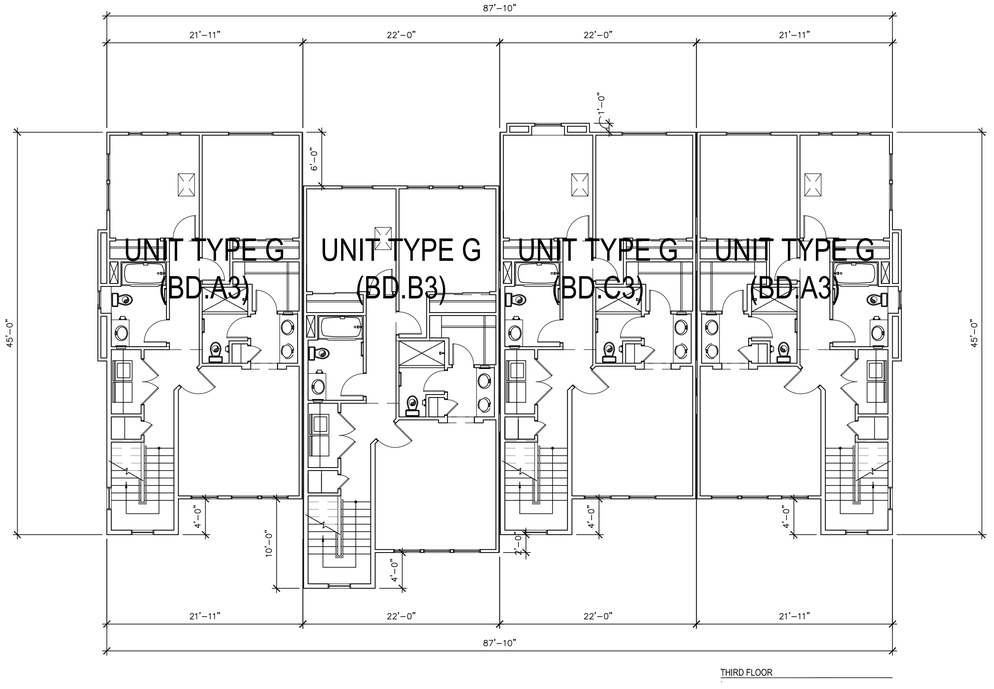


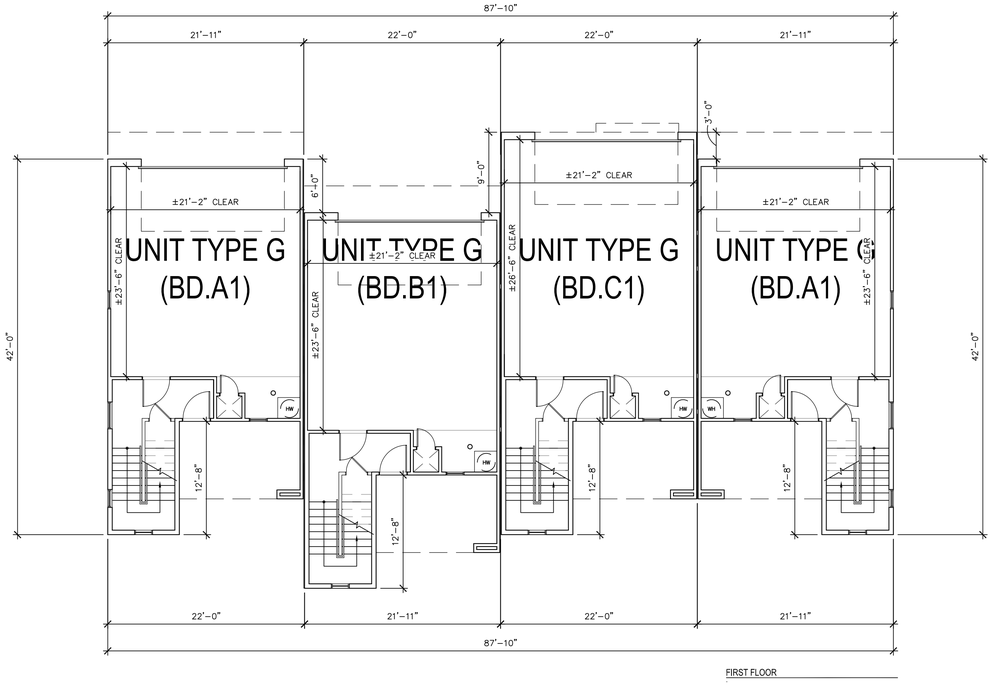
ROOF FLOOR



SECOND FLOOR



THIRD FLOOR



FIRST FLOOR

FLOOR PLANS
BUILDING TYPE 9

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:	
1	–
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3	–
4	–
5	
JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	

A4.9.1

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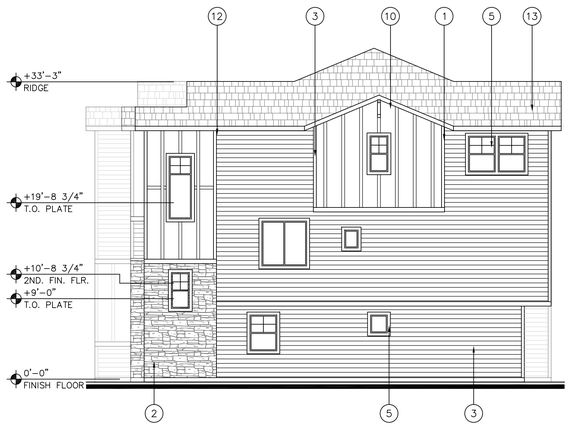
ELEVATION NOTES:
1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

EXTERIOR COLOR SCHEME #2		
A	BODY COLOR	GRIS MORADO SHERWIN WILLIAMS SW9156 LRV: 26
B	ACCENT BODY COLOR	DEEPEST MAUVE SHERWIN WILLIAMS SW0005 LRV: 11
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	SNOWBERRY SHERWIN WILLIAMS SW7140 LRV: 84
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	STARGAZING DUNN EDWARDS – DE6336 LRV: 6
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

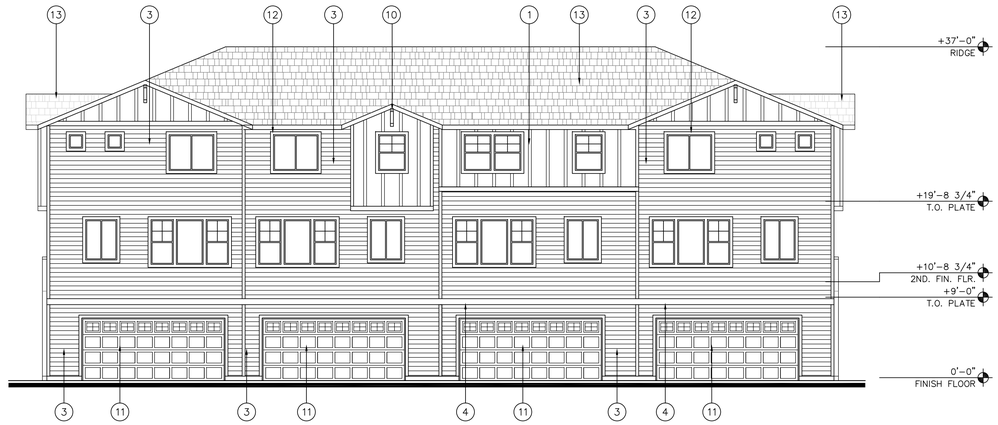
ELEVATION KEY NOTES: (#)
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



B SIDE ELEVATION

A FRONT ELEVATION

D SIDE ELEVATION



C REAR ELEVATION

ELEVATIONS
BUILDING TYPE 9

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
NOT FOR
CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

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JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	A4.9.2

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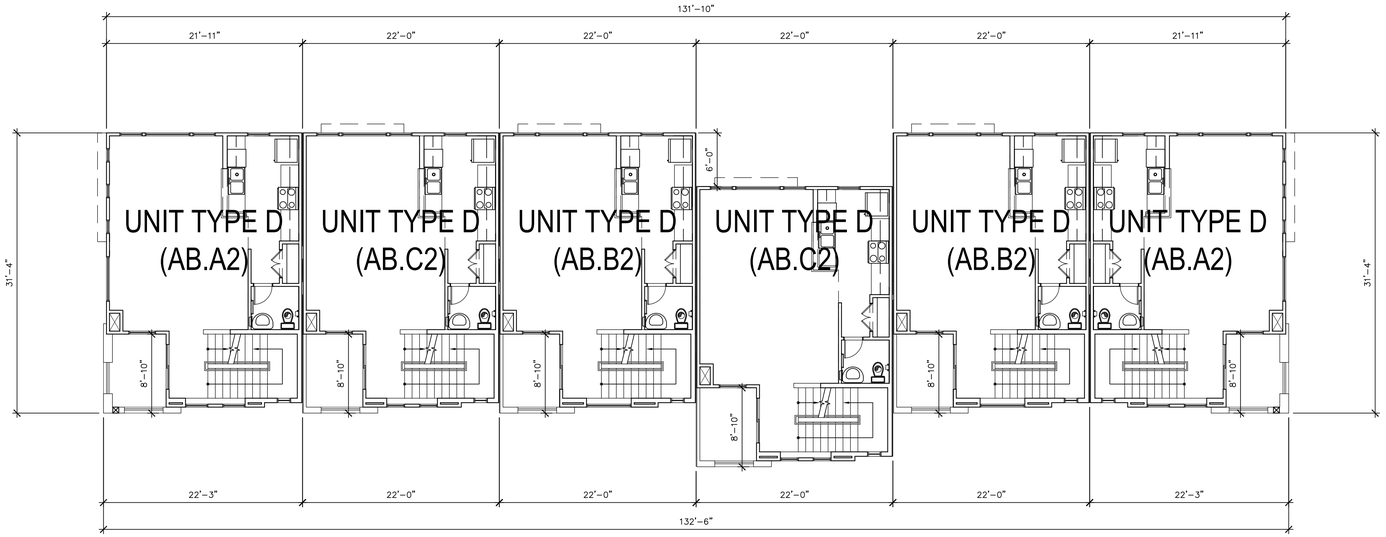
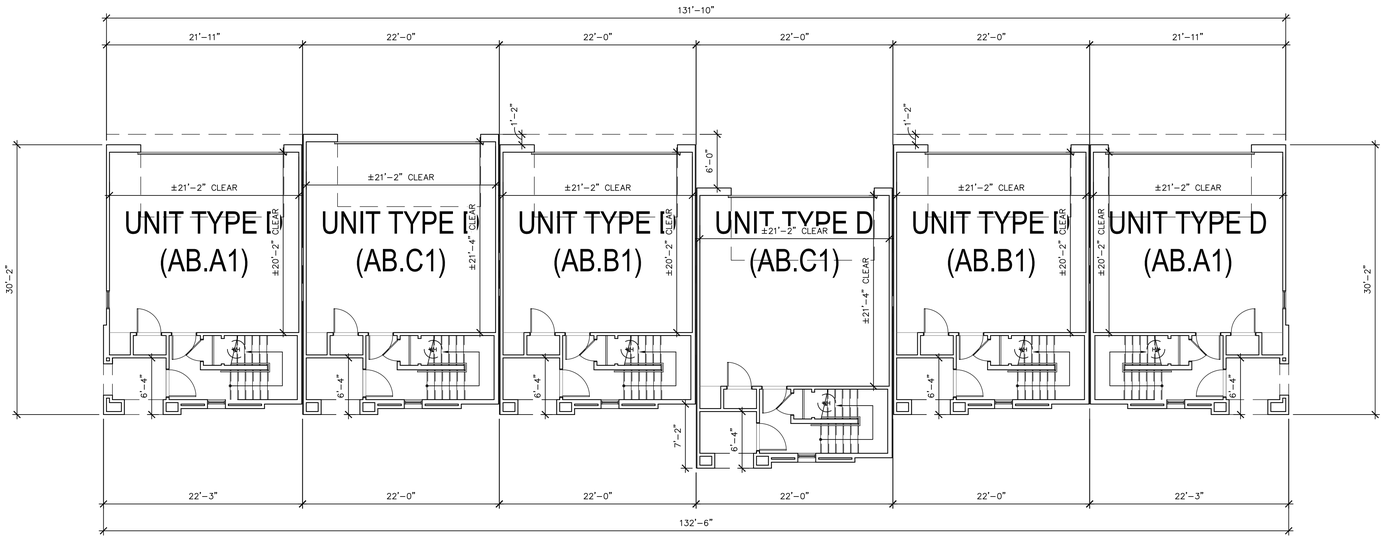


SECOND FLOOR



FIRST FLOOR

FLOOR PLANS
BUILDING TYPE 10

biltform architecture

biltform architecture group, inc.
11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.10.1

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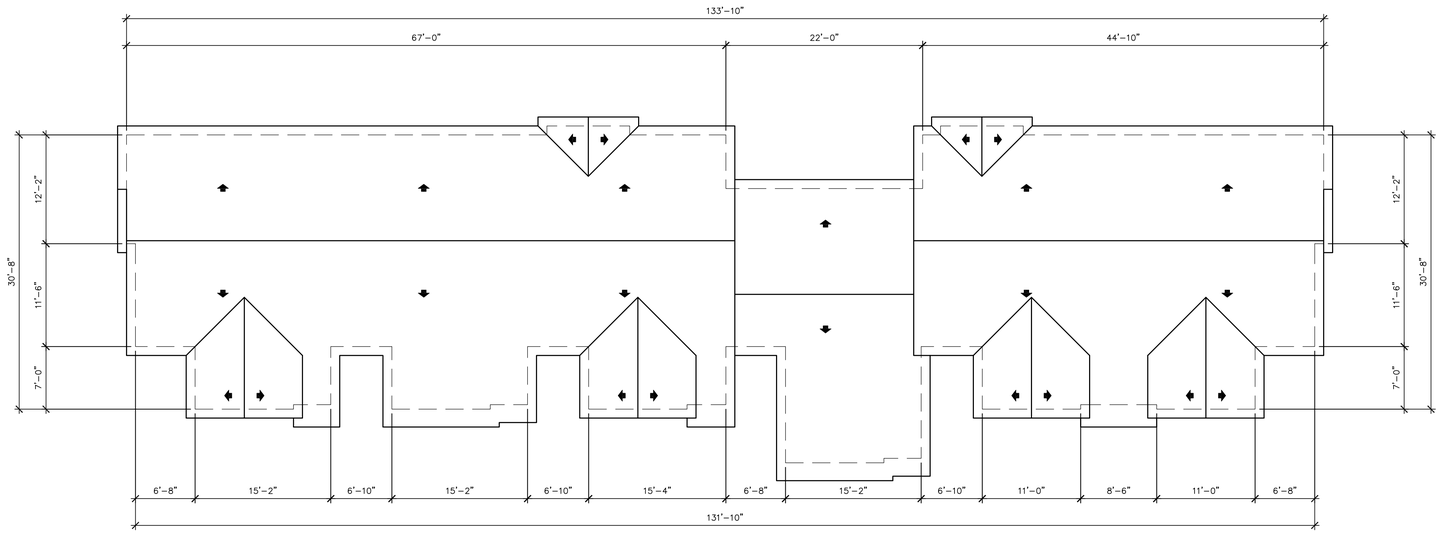
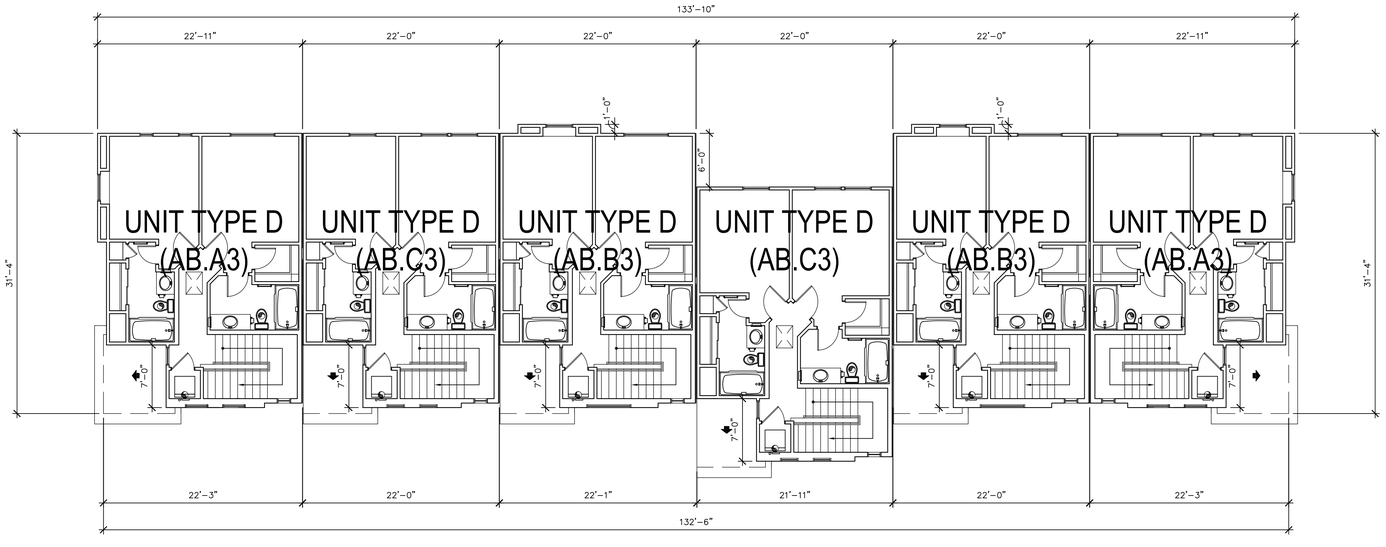


ROOF PLAN



THIRD FLOOR

FLOOR PLANS
BUILDING TYPE 10

biltform architecture

biltform architecture group, inc.

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phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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CONSTRUCTION

LAKE MARY HOUSING
Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

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15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.10.2

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BUILDING MATERIAL CALC	
TOTAL STUCCO AREA:	530 S.F. (6.2%)
TOTAL WOOD, METAL AND MASONRY AREA:	7,902 S.F. (93.8)
TOTAL ELEVATION AREA (MINUS WINDOWS):	8,432 S.F. (100%)

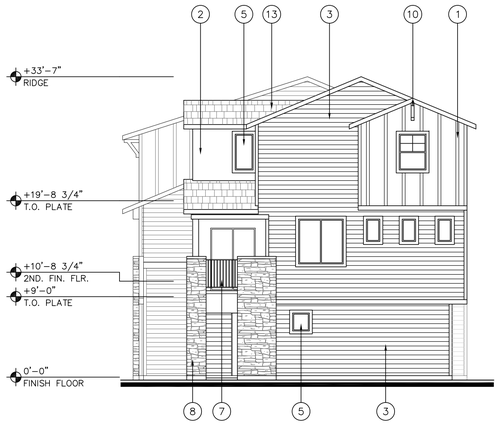
ELEVATION NOTES:

1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

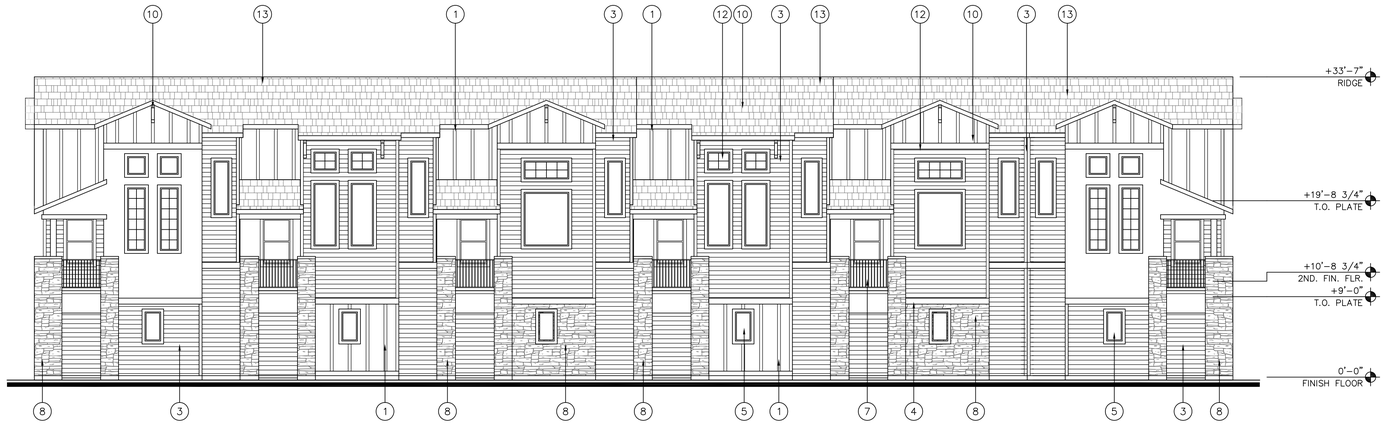
EXTERIOR COLOR SCHEME #1		
A	BODY COLOR	ALAEA SHERWIN WILLIAMS – SW7579 LRV: 12
B	ACCENT BODY COLOR	LYNX DUNN EDWARDS – DE6075 LRV: 24
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	COOL FROST DUNN EDWARDS – DE5931 LRV: 73
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	DARK CHOCOLATE DUNN EDWARDS – DE6014 LRV: 7
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)

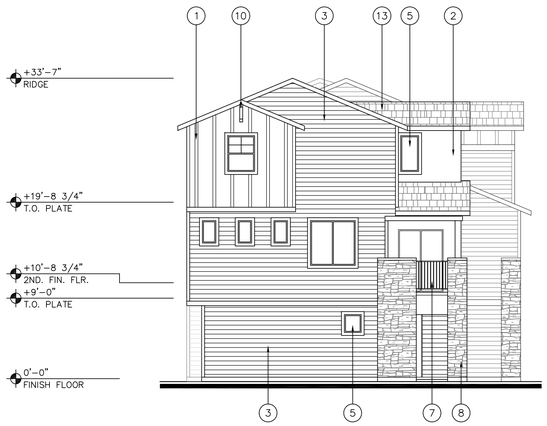
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



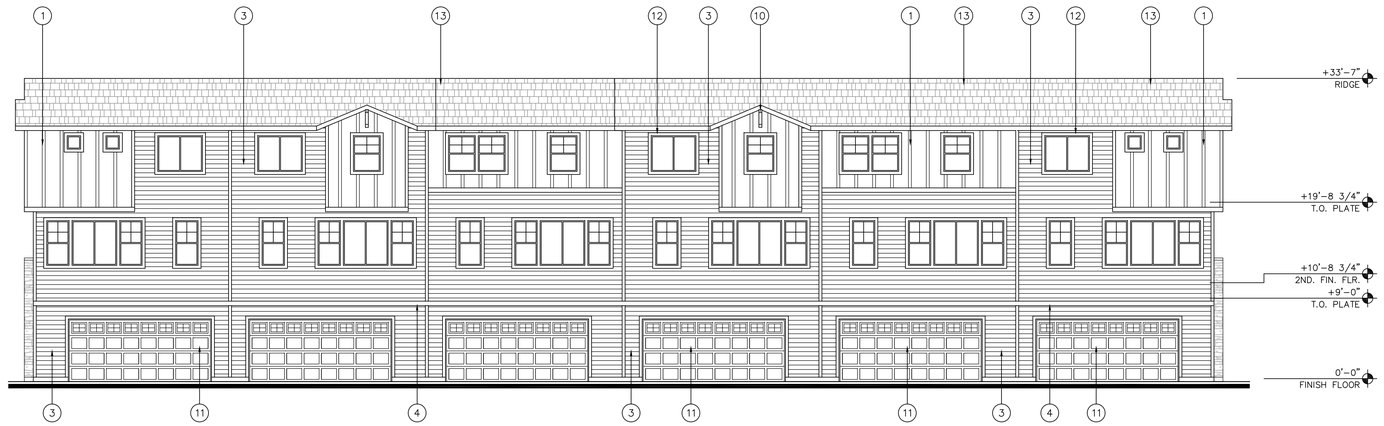
B SIDE ELEVATION



A FRONT ELEVATION



D SIDE ELEVATION



C REAR ELEVATION

ELEVATIONS
BUILDING TYPE 10

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

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PHONE: 480-256-0506

REVISIONS:
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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.10.3

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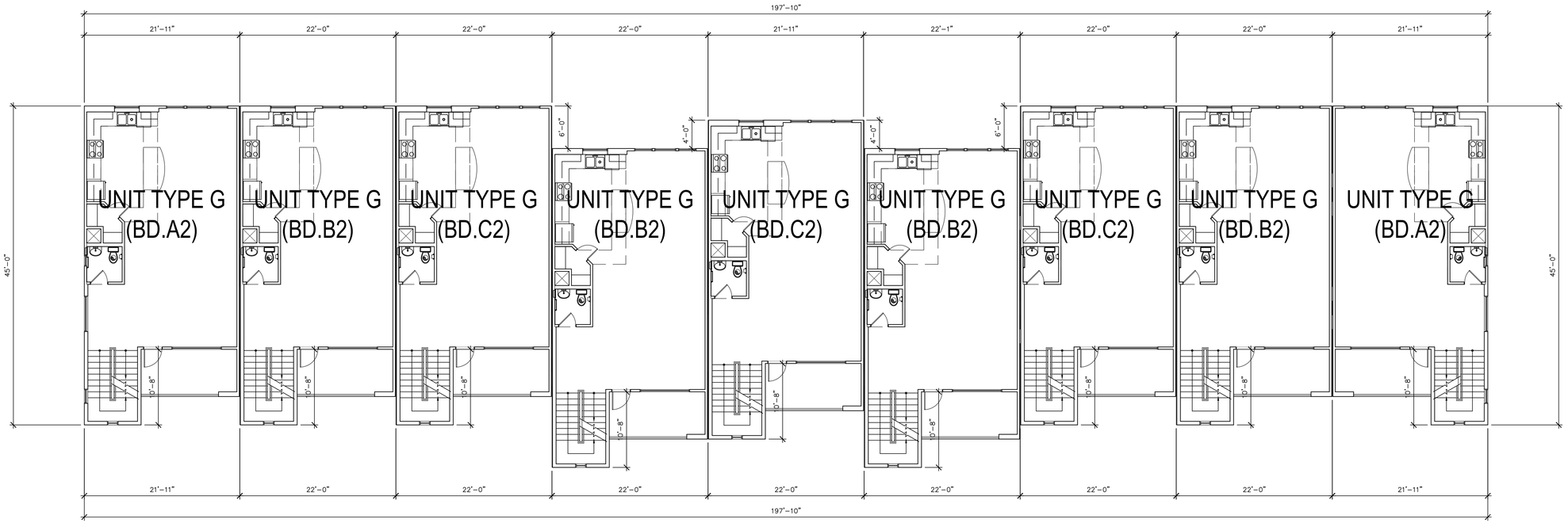
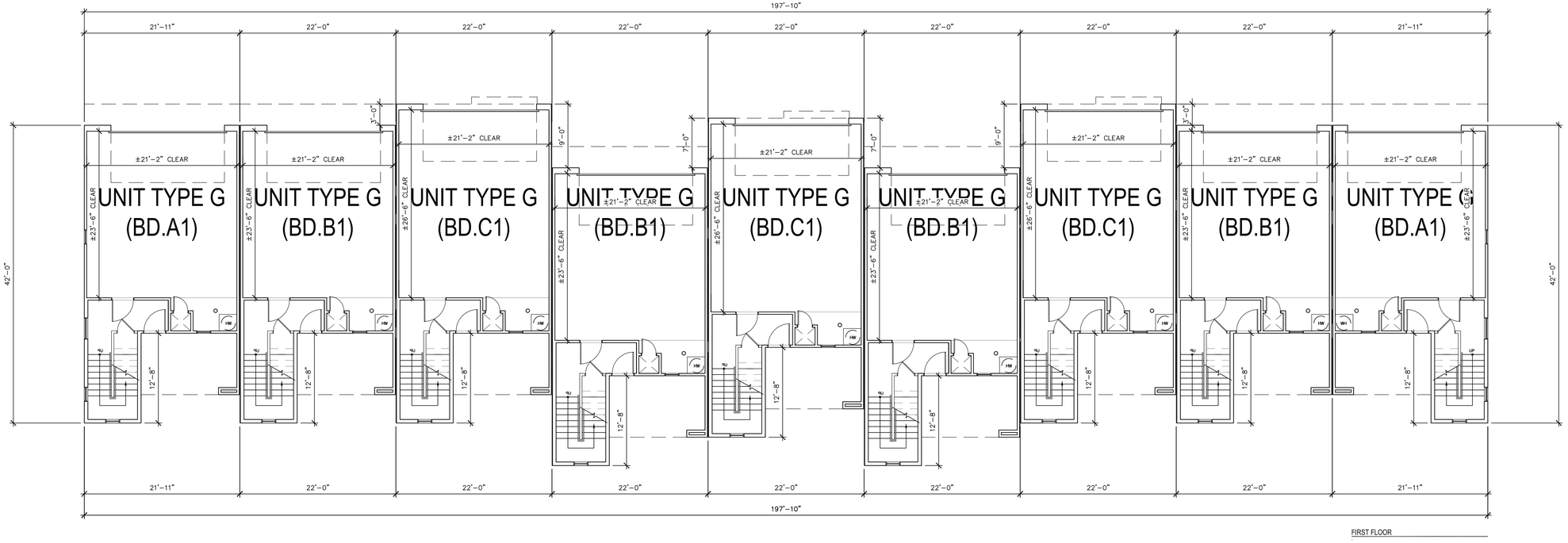


SECOND FLOOR



FIRST FLOOR

FLOOR PLANS
BUILDING TYPE 11

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
NOT FOR
CONSTRUCTION

LAKE MARY HOUSING
Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
1 –
2 –
3 –
4 –
5

JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.11.1

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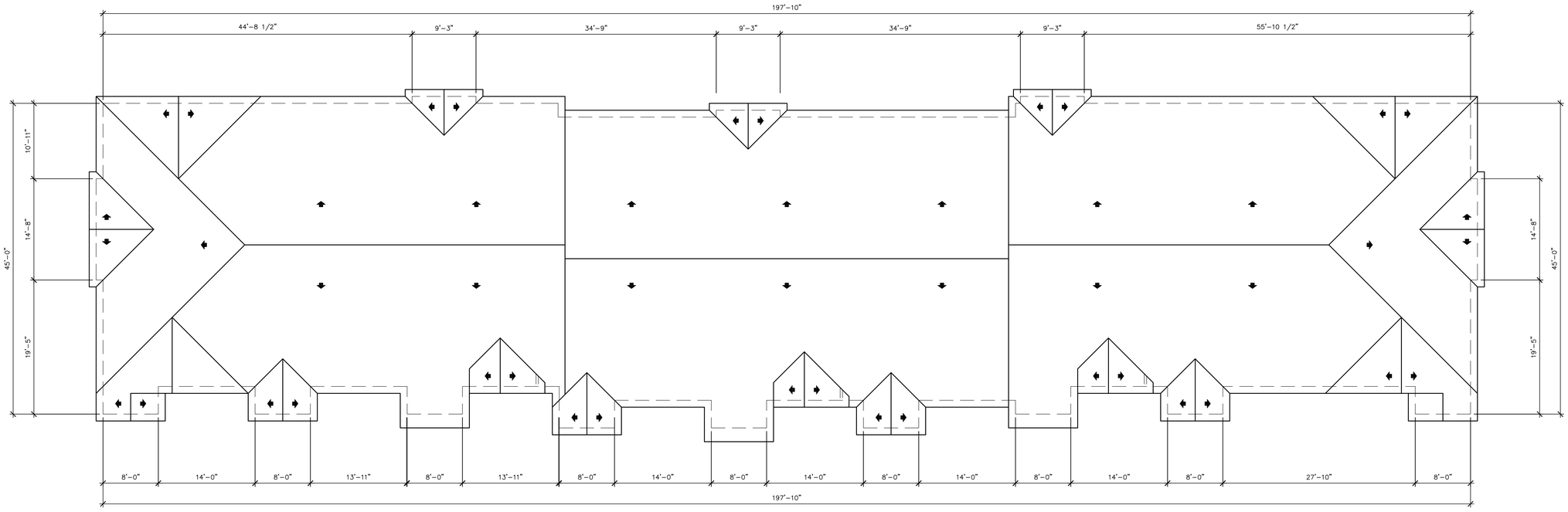
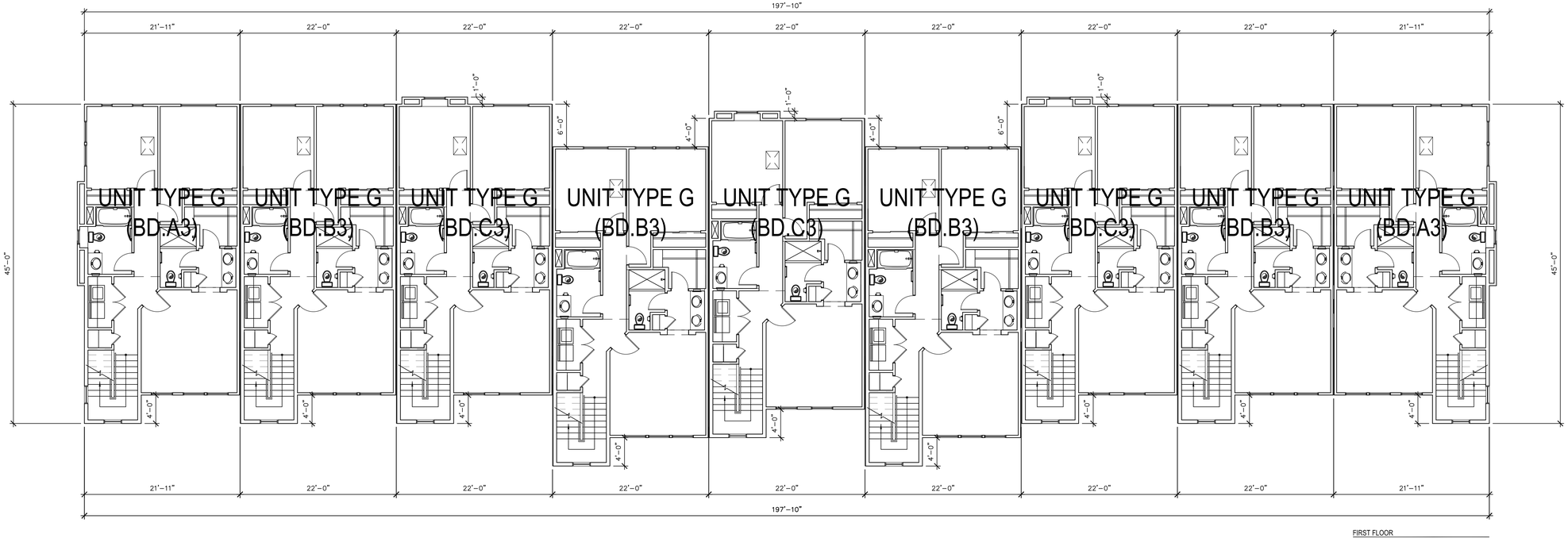


SECOND FLOOR



FIRST FLOOR

FLOOR PLANS
BUILDING TYPE 11

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PHONE: 480-256-0506

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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

A4.11.2

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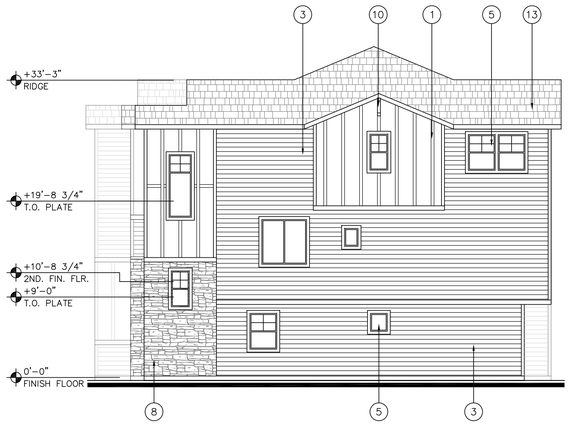

B SIDE ELEVATION

D SIDE ELEVATION

ELEVATION NOTES:

1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

EXTERIOR COLOR SCHEME #3

A	BODY COLOR	STORM CLOUD DUNN EDWARDS – DE6362 LRV: 21
B	ACCENT BODY COLOR	BLACK RIVER FALLS DUNN EDWARDS – DEA189 LRV: 5
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	FOSSIL DUNN EDWARDS – DE6225 LRV: 81
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	BITTERSWEET CHOCOLATE DUNN EDWARDS – BM2114-10 LRV: 5
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)

1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP-OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN

A FRONT ELEVATION

C REAR ELEVATION

ELEVATIONS BUILDING TYPE 11

biltform architecture

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PRELIMINARY NOT FOR CONSTRUCTION

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PHONE: 480-256-0506

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JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	A4.11.3

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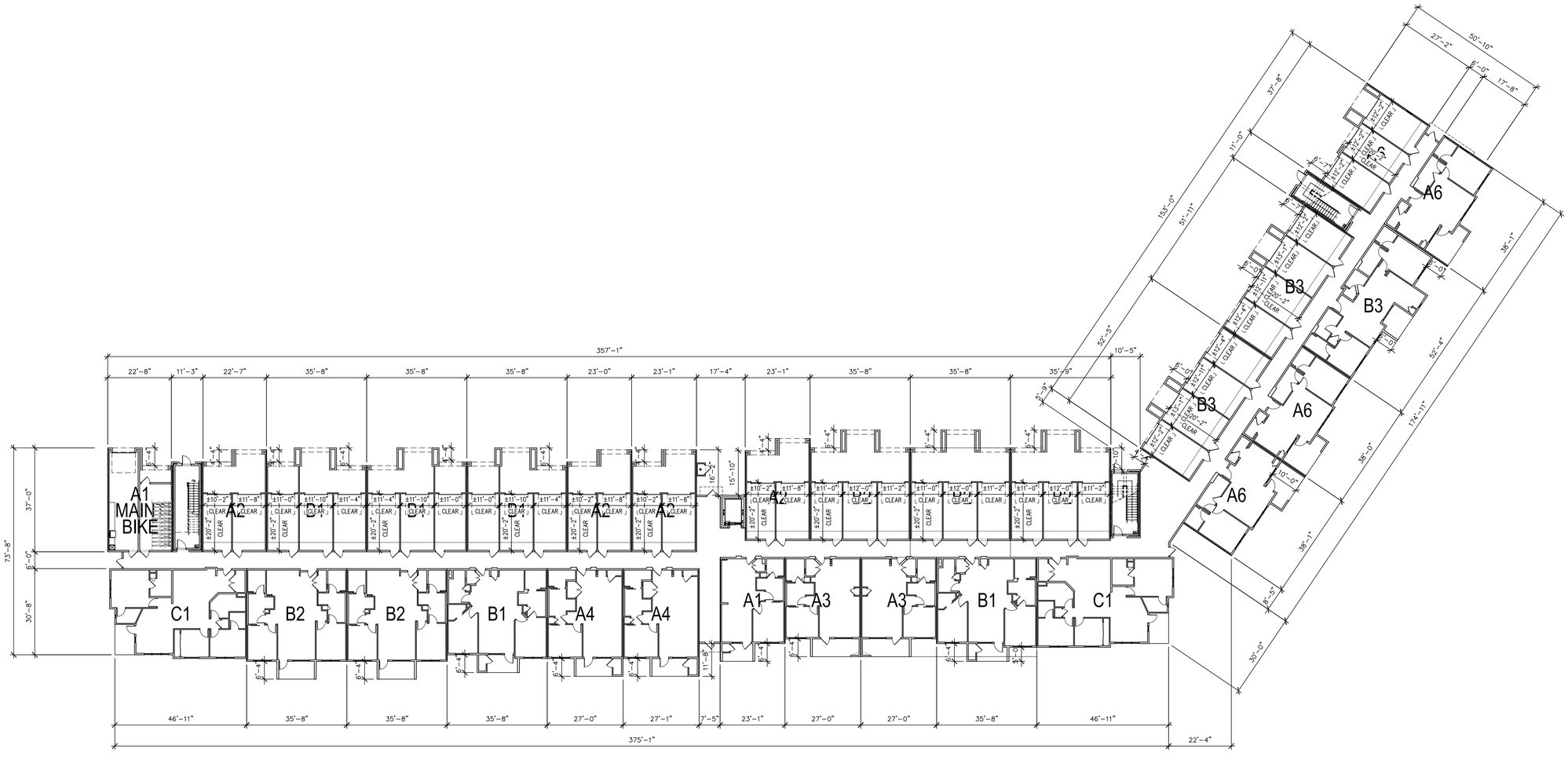

FIRST FLOOR PLAN
BUILDING TYPE 12

biltform
architecture

biltform architecture
group, inc.

11460 north cave creek road , suite 11
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REVISIONS:	
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JOB NO:	21-028
SCALE:	1" = 20'-0"
SHEET NO:	

A4.12.1

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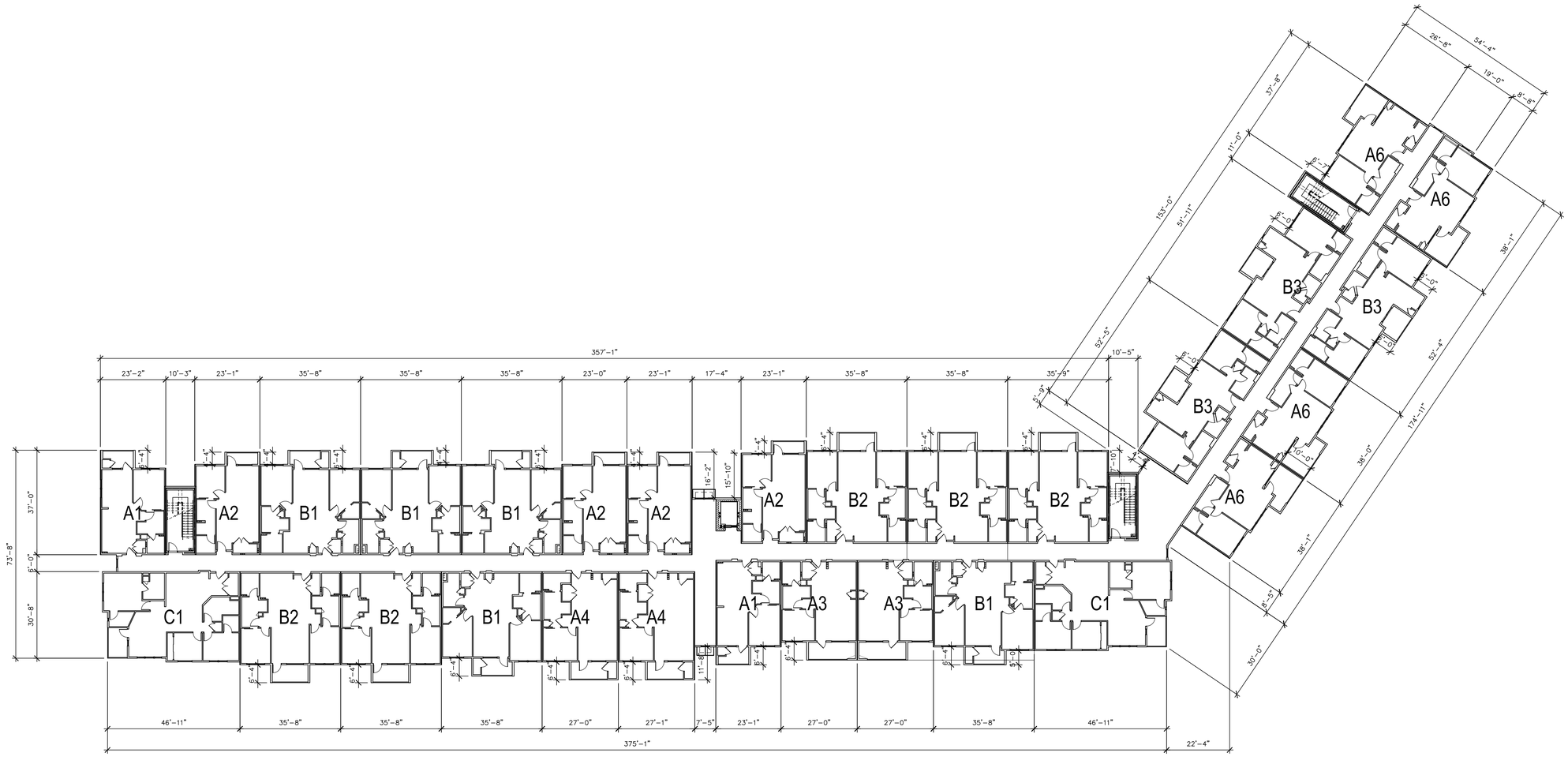

SECOND FLOOR PLAN
BUILDING TYPE 12

biltform
architecture

biltform architecture group, inc.

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PRELIMINARY
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JOB NO:	21-028
SCALE:	1" = 20'-0"
SHEET NO:	

A4.12.2

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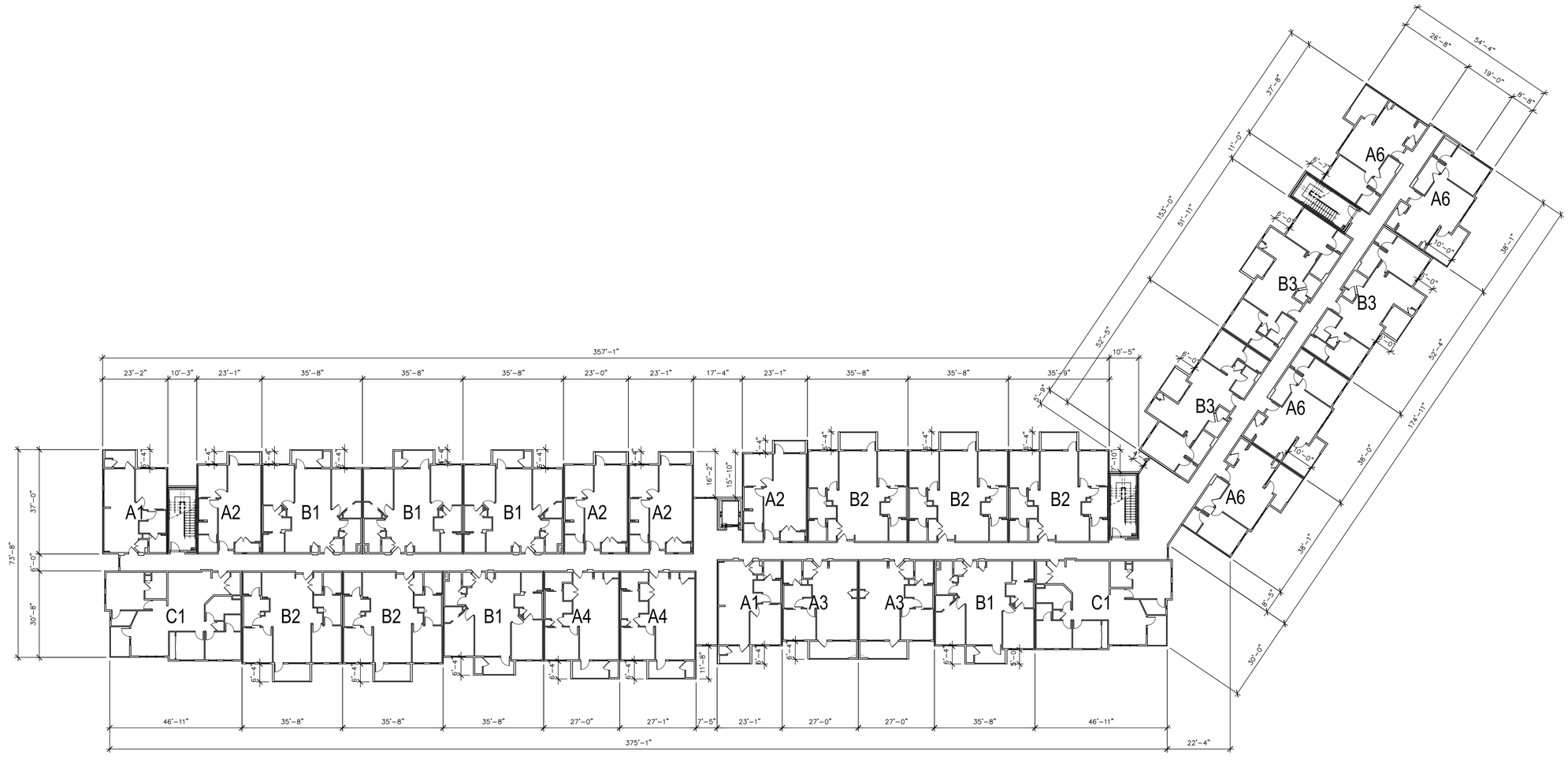

THIRD FLOOR PLAN
BUILDING TYPE 12

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architecture

biltform architecture group, inc.

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PRELIMINARY
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PHONE: 480-256-0506

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JOB NO:	21-028
SCALE:	1" = 20'-0"
SHEET NO:	

A4.12.3

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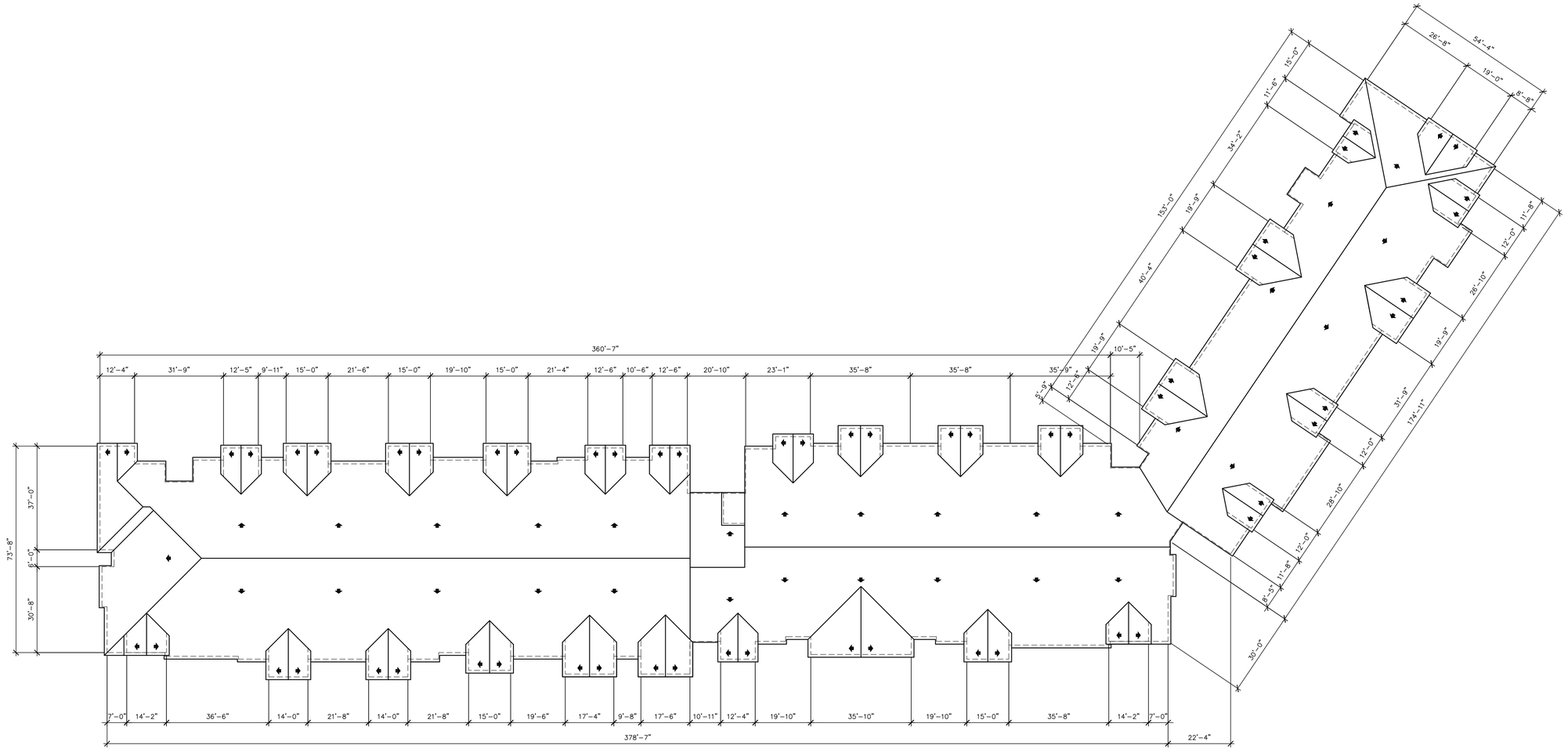

ROOF PLAN
BUILDING TYPE 12

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 8 5 0 2 0
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY
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LAKE MARY HOUSING
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PHONE: 480-256-0506

REVISIONS:	
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JOB NO:	21-028
SCALE:	1" = 20'-0"
SHEET NO:	A4.12.4

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A SOUTH-WEST ELEVATION

ELEVATION KEY NOTES: (#)

1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP-OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN

ELEVATION NOTES:

1. EXTERNAL GUTTERS AND DOWNSPOUTS TO BE PROVIDED, REFER TO CIVIL DRAWINGS FOR MORE INFORMATION
2. ALL WINDOWS TO BE RECESSED, REFER TO DETAIL 3 ON SHEET A1.1.

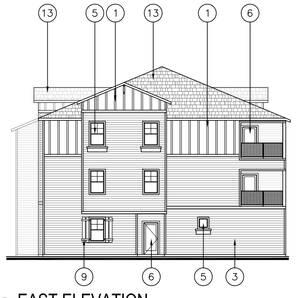
EXTERIOR COLOR SCHEME #3

A	BODY COLOR	STORM CLOUD DUNN EDWARDS – DE6362 LRV: 21
B	ACCENT BODY COLOR	BLACK RIVER FALLS DUNN EDWARDS – DEA189 LRV: 5
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	FOSSIL DUNN EDWARDS – DE6225 LRV: 81
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	BITTERSWEET CHOCOLATE DUNN EDWARDS – BM2114-10 LRV: 5
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

EXTERIOR COLOR SCHEME #1

A	BODY COLOR	ALAEA SHERWIN WILLIAMS – SW7579 LRV: 12
B	ACCENT BODY COLOR	LYNX DUNN EDWARDS – DE6075 LRV: 24
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	COOL FROST DUNN EDWARDS – DE5931 LRV: 73
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	DARK CHOCOLATE DUNN EDWARDS – DE6014 LRV: 7
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

D SOUTH ELEVATION



C EAST ELEVATION

B NORTH ELEVATION

F NORTH-EAST ELEVATION

E NORTH -WEST ELEVATION

ELEVATIONS
BUILDING TYPE 12

biltform
architecture

biltform architecture group, inc.

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phoenix , arizona 85020
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JOB NO: 21-028
SCALE: 1" = 20'-0"
SHEET NO:

A4.12.5

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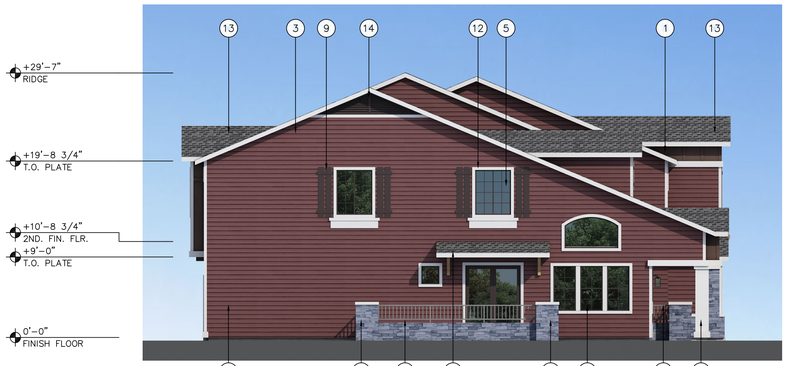
EXTERIOR COLOR SCHEME #1		
A	BODY COLOR	ALAEA SHERWIN WILLIAMS – SW7579 LRV: 12
B	ACCENT BODY COLOR	LYNX DUNN EDWARDS – DE6075 LRV: 24
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	COOL FROST DUNN EDWARDS – DE5931 LRV: 73
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	DARK CHOCOLATE DUNN EDWARDS – DE6014 LRV: 7
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

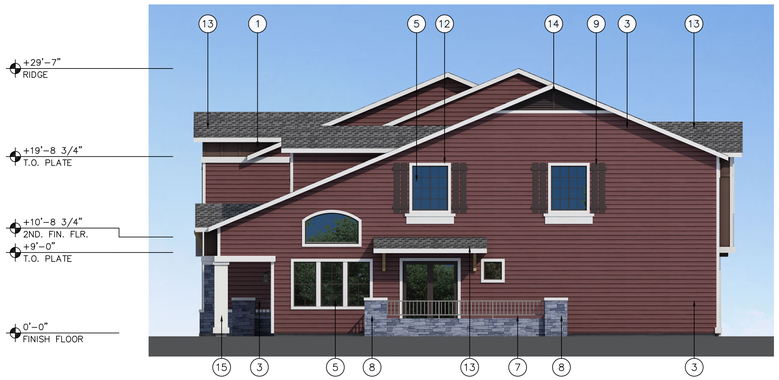
ELEVATION KEY NOTES: (#)

1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



B SIDE ELEVATION

A FRONT ELEVATION



D SIDE ELEVATION

C REAR ELEVATION

biltform architecture

biltform architecture group, inc.

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PRELIMINARY NOT FOR CONSTRUCTION

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ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

BLDG 1

COLOR ELEV

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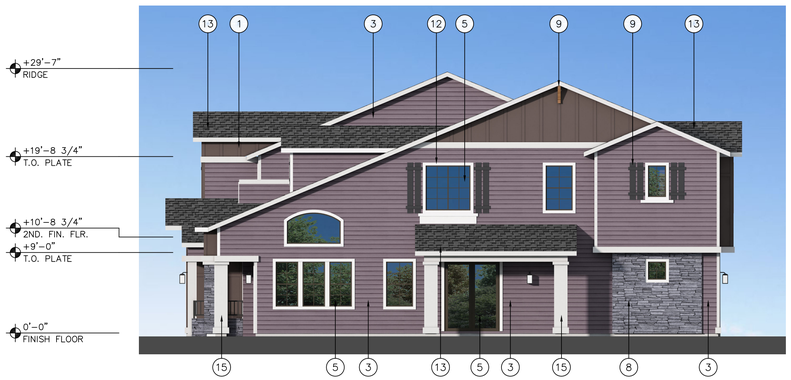
EXTERIOR COLOR SCHEME #2		
A	BODY COLOR	GRIS MORADO SHERWIN WILLIAMS SW9156 LRV: 26
B	ACCENT BODY COLOR	DEEPEST MAUVE SHERWIN WILLIAMS SW0005 LRV: 11
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	SNOWBERRY SHERWIN WILLIAMS SW7140 LRV: 84
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	STARGAZING DUNN EDWARDS – DE6336 LRV: 6
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)

1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN

B SIDE ELEVATION

A FRONT ELEVATION



D SIDE ELEVATION

C REAR ELEVATION

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architecture

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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

BLDG 2

COLOR ELEV

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EXTERIOR COLOR SCHEME #1		
A	BODY COLOR	ALAEA SHERWIN WILLIAMS – SW7579 LRV: 12
B	ACCENT BODY COLOR	LYNX DUNN EDWARDS – DE6075 LRV: 24
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	COOL FROST DUNN EDWARDS – DE5931 LRV: 73
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	DARK CHOCOLATE DUNN EDWARDS – DE6014 LRV: 7
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)

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4. POP–OUT
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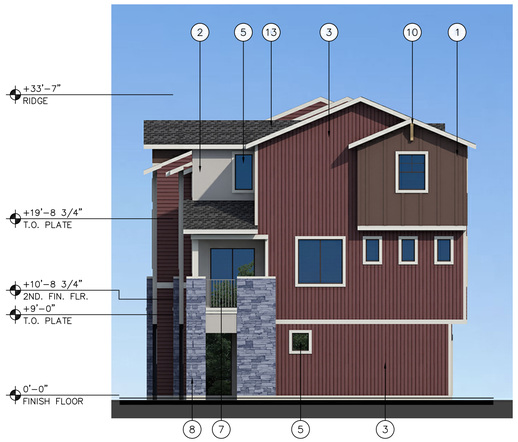
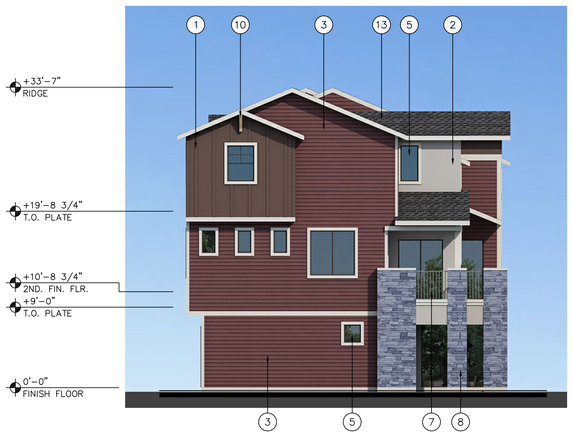
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



B SIDE ELEVATION

A FRONT ELEVATION



D SIDE ELEVATION

C REAR ELEVATION

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biltform architecture group, inc.

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PRELIMINARY
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JOB NO:	21-028
SCALE:	1/4" = 1'-0"

SHEET NO:

BLDG 3

COLOR ELEV

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EXTERIOR COLOR SCHEME #2		
A	BODY COLOR	GRIS MORADO SHERWIN WILLIAMS SW9156 LRV: 26
B	ACCENT BODY COLOR	DEEPEST MAUVE SHERWIN WILLIAMS SW0005 LRV: 11
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	SNOWBERRY SHERWIN WILLIAMS SW7140 LRV: 84
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
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G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
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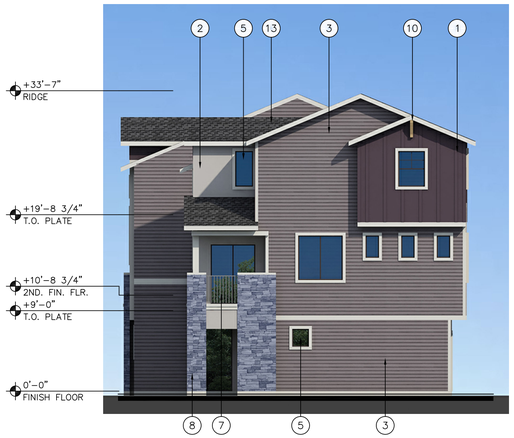
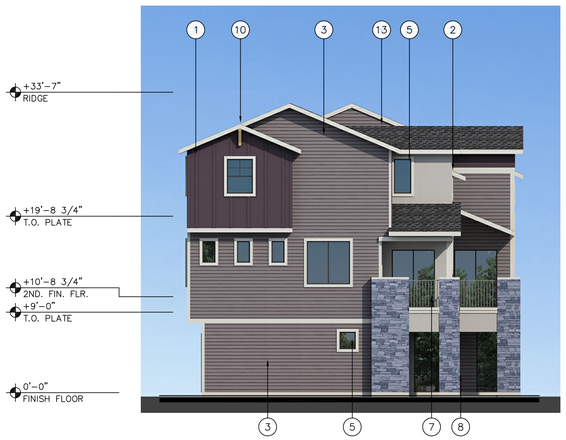
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



B SIDE ELEVATION

A FRONT ELEVATION



D SIDE ELEVATION

C REAR ELEVATION

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

LAKE MARY HOUSING

Single Family & Apartment Residences

4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.

15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260

PHONE: 480-256-0506

REVISIONS:	
1	–
2	–
3	–
4	–
5	
JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	

BLDG 4

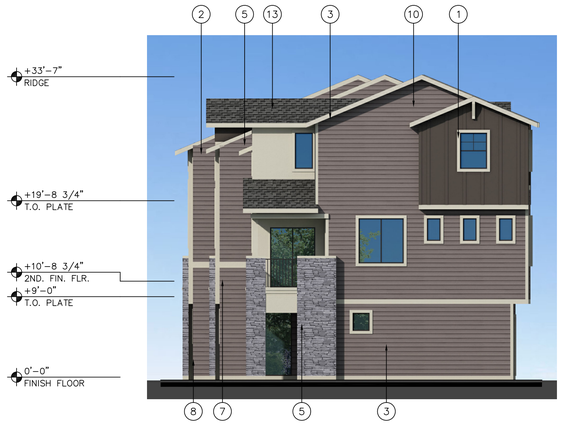
COLOR ELEV

© BILTFORM ARCHITECTURE GROUP, INC.

EXTERIOR COLOR SCHEME #2		
A	BODY COLOR	GRIS MORADO SHERWIN WILLIAMS SW9156 LRV: 26
B	ACCENT BODY COLOR	DEEPEST MAUVE SHERWIN WILLIAMS SW0005 LRV: 11
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	SNOWBERRY SHERWIN WILLIAMS SW7140 LRV: 84
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	STARGAZING DUNN EDWARDS – DE6336 LRV: 6
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

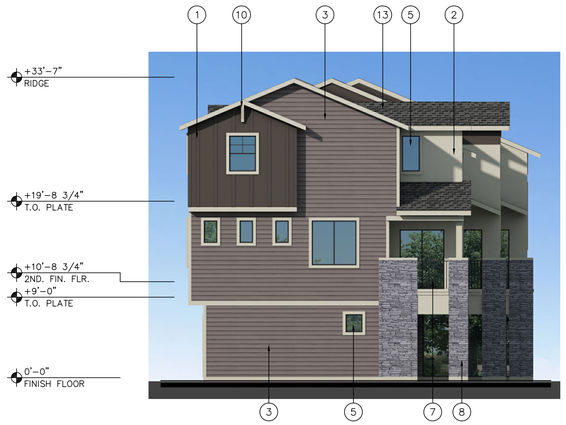
ELEVATION KEY NOTES: (#)

1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN

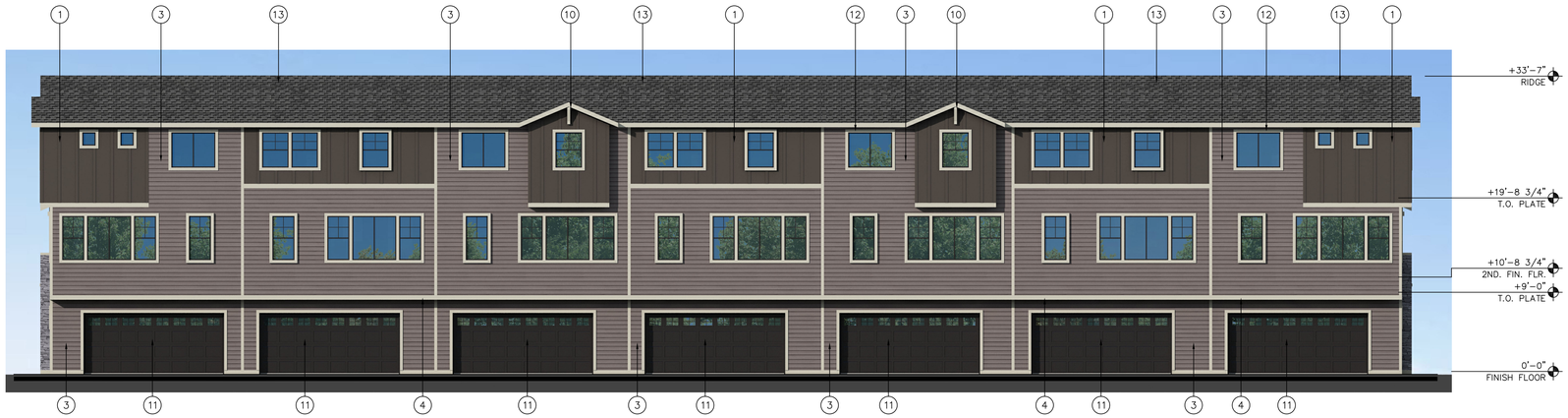


B SIDE ELEVATION

A FRONT ELEVATION



D SIDE ELEVATION



C REAR ELEVATION

biltform architecture

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PHONE: 480-256-0506

REVISIONS:

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5

JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

BLDG 5

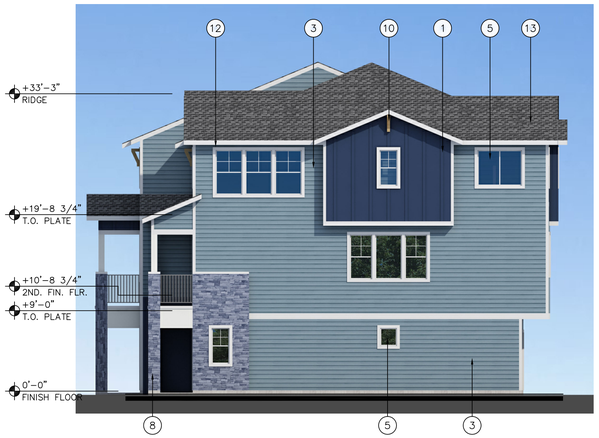
COLOR ELEV

© BILTFORM ARCHITECTURE GROUP, INC.

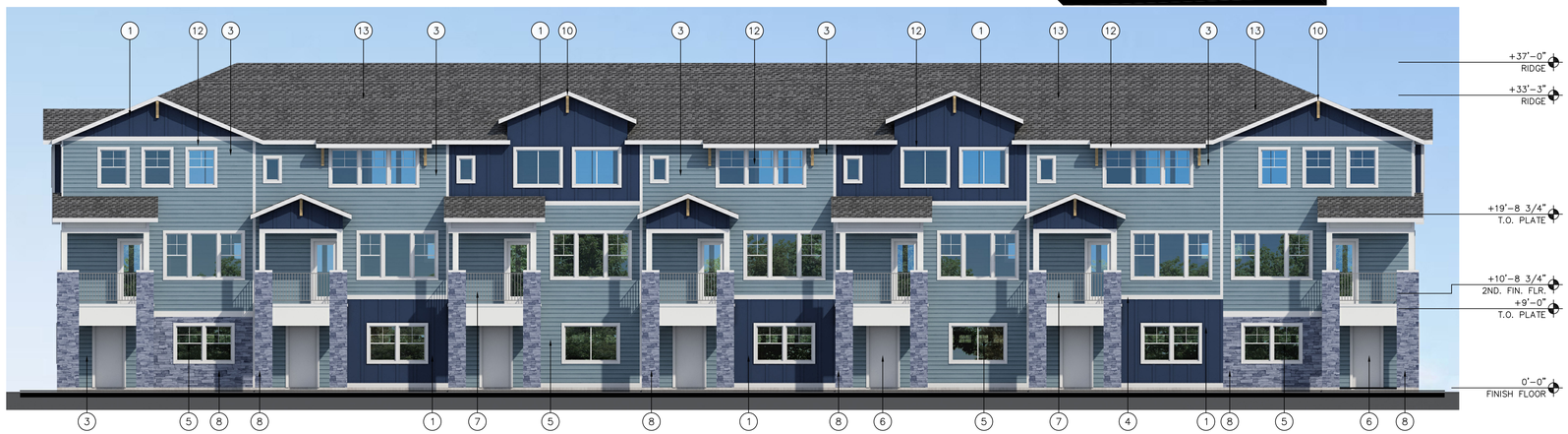
EXTERIOR COLOR SCHEME #3		
A	BODY COLOR	STORM CLOUD DUNN EDWARDS – DE6362 LRV: 21
B	ACCENT BODY COLOR	BLACK RIVER FALLS DUNN EDWARDS – DEA189 LRV: 5
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	FOSSIL DUNN EDWARDS – DE6225 LRV: 81
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	BITTERSWEET CHOCOLATE DUNN EDWARDS – BM2114–10 LRV: 5
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)

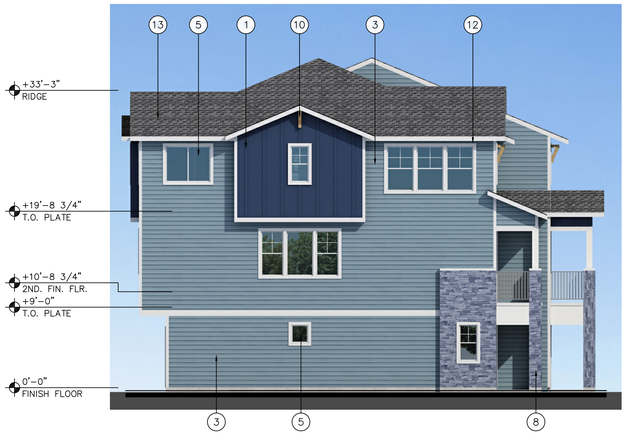
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



B SIDE ELEVATION



A FRONT ELEVATION



D SIDE ELEVATION

C REAR ELEVATION

biltform architecture

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PHONE: 480-256-0506

REVISIONS:

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JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

BLDG 6

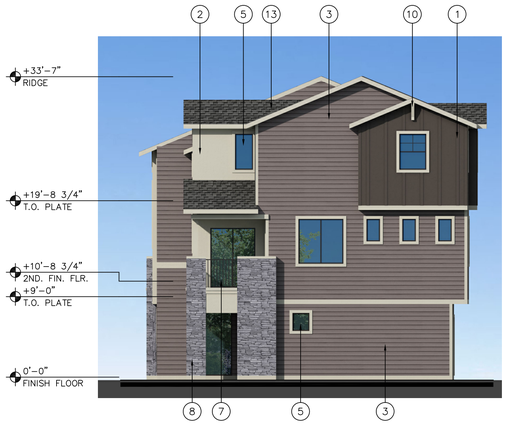
COLOR ELEV

© BILTFORM ARCHITECTURE GROUP, INC.

EXTERIOR COLOR SCHEME #2		
A	BODY COLOR	GRIS MORADO SHERWIN WILLIAMS SW9156 LRV: 26
B	ACCENT BODY COLOR	DEEPEST MAUVE SHERWIN WILLIAMS SW0005 LRV: 11
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	SNOWBERRY SHERWIN WILLIAMS SW7140 LRV: 84
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	STARGAZING DUNN EDWARDS – DE6336 LRV: 6
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

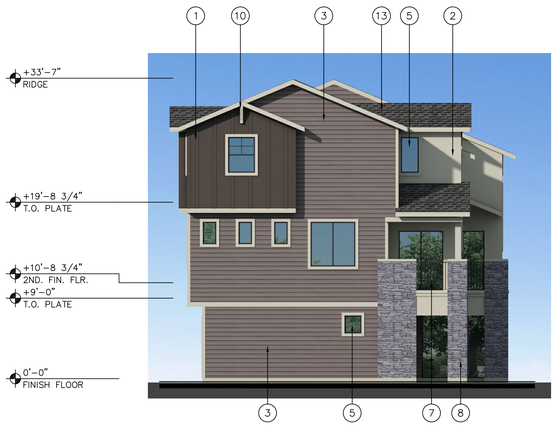
ELEVATION KEY NOTES: (#)

1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN

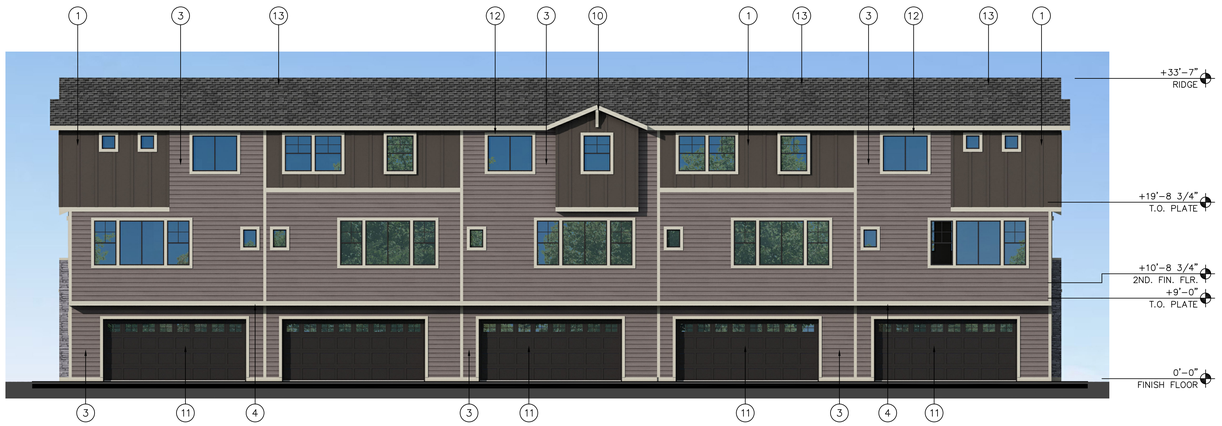


B SIDE ELEVATION

A FRONT ELEVATION



D SIDE ELEVATION



C REAR ELEVATION

biltform architecture

biltform architecture group, inc.

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PHONE: 480-256-0506

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JOB NO:	21-028
SCALE:	1/4" = 1'-0"
SHEET NO:	

BLDG 7

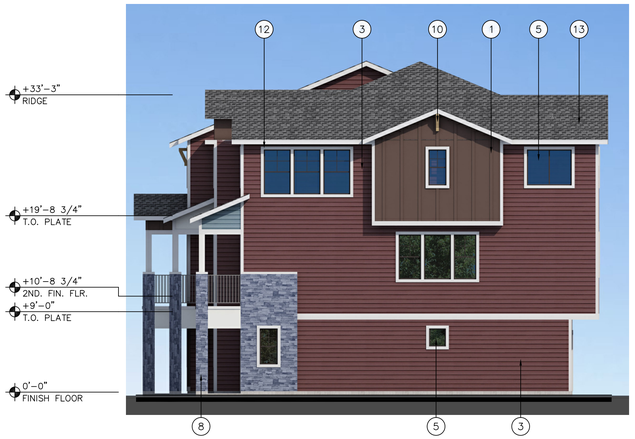
COLOR ELEV

© BILTFORM ARCHITECTURE GROUP, INC.

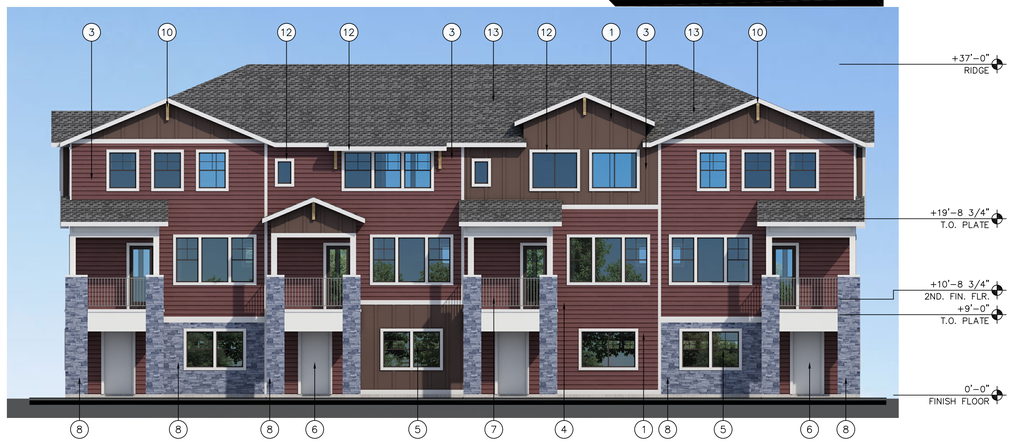
EXTERIOR COLOR SCHEME #1		
A	BODY COLOR	ALAEA SHERWIN WILLIAMS – SW7579 LRV: 12
B	ACCENT BODY COLOR	LYNX DUNN EDWARDS – DE6075 LRV: 24
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	COOL FROST DUNN EDWARDS – DE5931 LRV: 73
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	DARK CHOCOLATE DUNN EDWARDS – DE6014 LRV: 7
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)

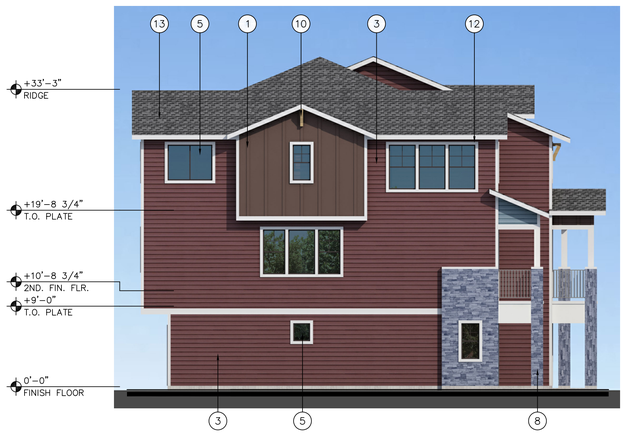
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



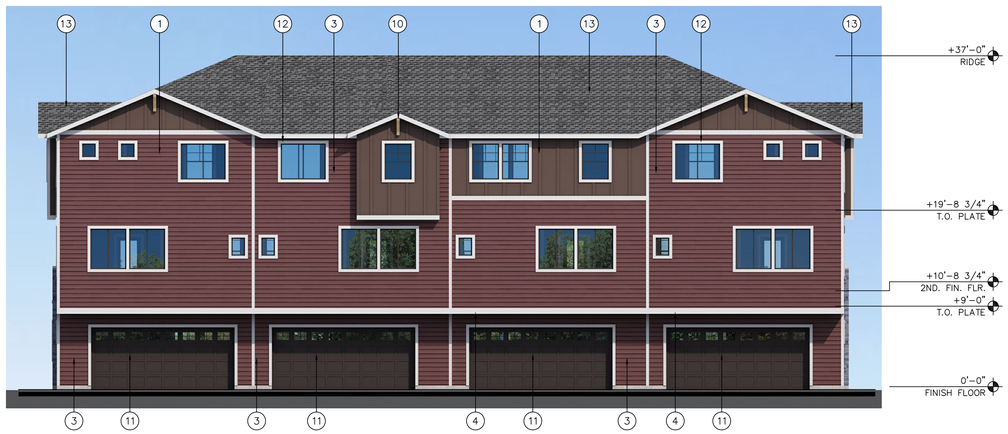
B SIDE ELEVATION



A FRONT ELEVATION



D SIDE ELEVATION



C REAR ELEVATION

biltform architecture

biltform architecture group, inc.

11460 north cave creek road , suite 11
phoenix , arizona 85020
Phone 602.285.9200 Fax 602.285.9229

PRELIMINARY NOT FOR CONSTRUCTION

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ATLANTIC DEVELOPMENT & INVESTMENTS LLC.

15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260

PHONE: 480-256-0506

REVISIONS:

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4	–
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JOB NO: 21-028

SCALE: 1/4" = 1'-0"

SHEET NO:

BLDG 8

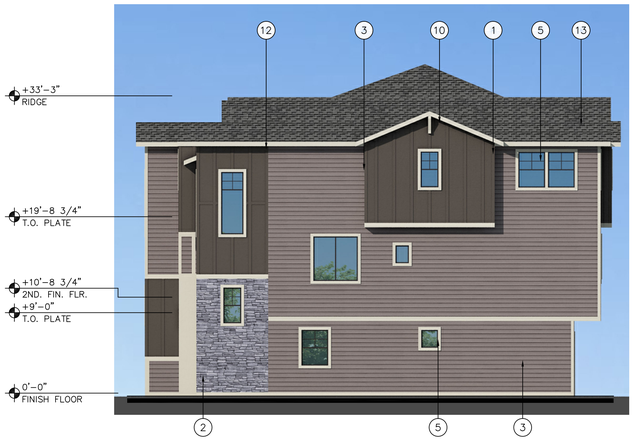
COLOR ELEV

© BILTFORM ARCHITECTURE GROUP, INC.

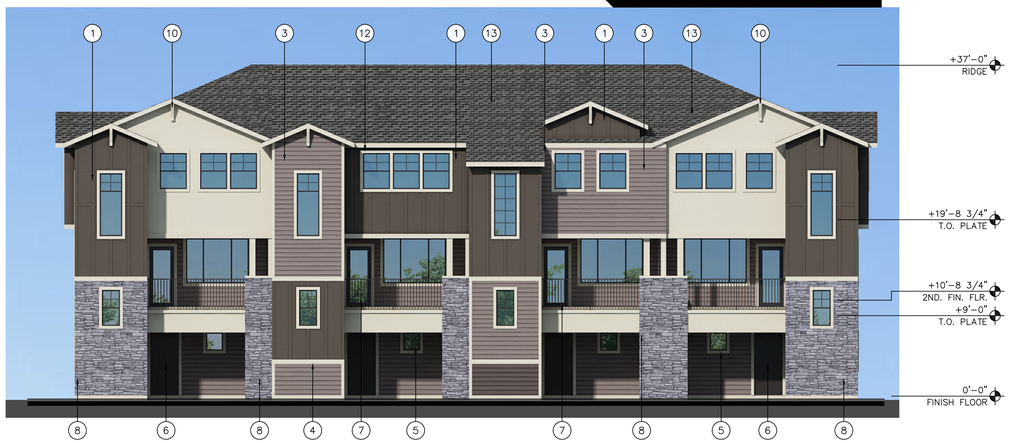
EXTERIOR COLOR SCHEME #2		
A	BODY COLOR	GRIS MORADO SHERWIN WILLIAMS SW9156 LRV: 26
B	ACCENT BODY COLOR	DEEPEST MAUVE SHERWIN WILLIAMS SW0005 LRV: 11
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	SNOWBERRY SHERWIN WILLIAMS SW7140 LRV: 84
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	STARGAZING DUNN EDWARDS – DE6336 LRV: 6
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)

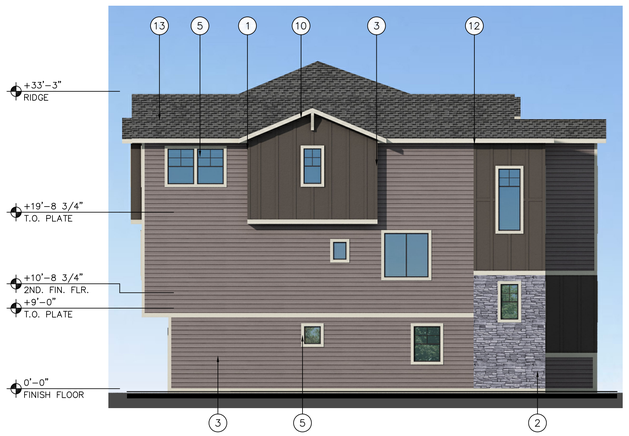
1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



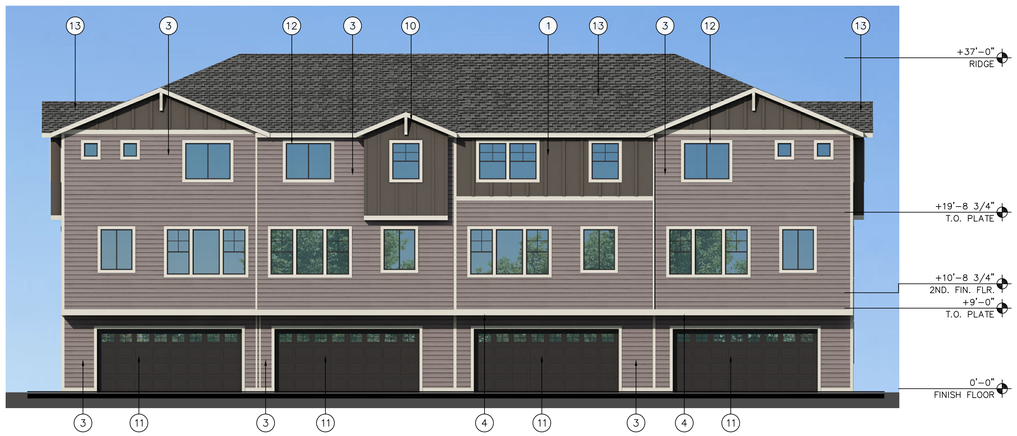
B SIDE ELEVATION



A FRONT ELEVATION



D SIDE ELEVATION



C REAR ELEVATION

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PHONE: 480-256-0506

REVISIONS:
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4 –
5

JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

BLDG 9

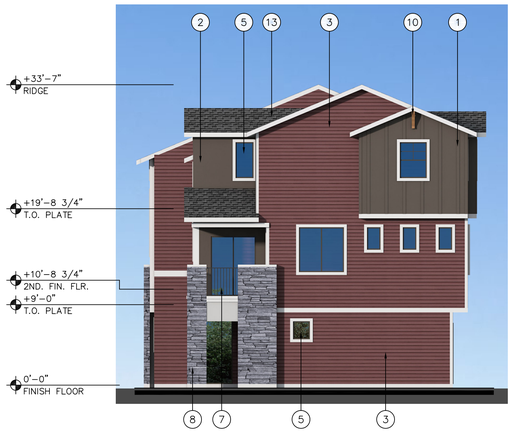
COLOR ELEV

© BILTFORM ARCHITECTURE GROUP, INC.

EXTERIOR COLOR SCHEME #1		
A	BODY COLOR	ALAEA SHERWIN WILLIAMS – SW7579 LRV: 12
B	ACCENT BODY COLOR	LYNX DUNN EDWARDS – DE6075 LRV: 24
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	COOL FROST DUNN EDWARDS – DE5931 LRV: 73
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	DARK CHOCOLATE DUNN EDWARDS – DE6014 LRV: 7
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

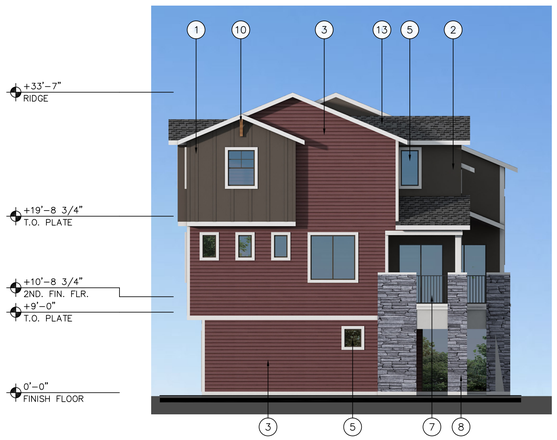
ELEVATION KEY NOTES: (#)

1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP–OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN



B SIDE ELEVATION

A FRONT ELEVATION



D SIDE ELEVATION

C REAR ELEVATION

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PHONE: 480-256-0506

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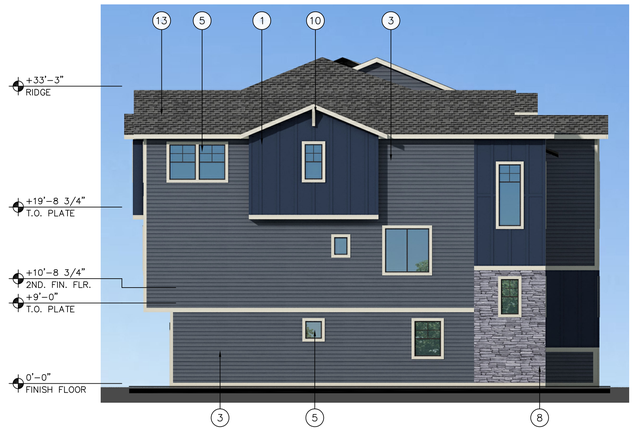
JOB NO: 21-028
SCALE: 1/4" = 1'-0"
SHEET NO:

BLDG 10

COLOR ELEV

© BILTFORM ARCHITECTURE GROUP, INC.

B SIDE ELEVATION



D SIDE ELEVATION

EXTERIOR COLOR SCHEME #3		
A	BODY COLOR	STORM CLOUD DUNN EDWARDS – DE6362 LRV: 21
B	ACCENT BODY COLOR	BLACK RIVER FALLS DUNN EDWARDS – DEA189 LRV: 5
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	FOSSIL DUNN EDWARDS – DE6225 LRV: 81
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	BITTERSWEET CHOCOLATE DUNN EDWARDS – BM2114-10 LRV: 5
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

ELEVATION KEY NOTES: (#)
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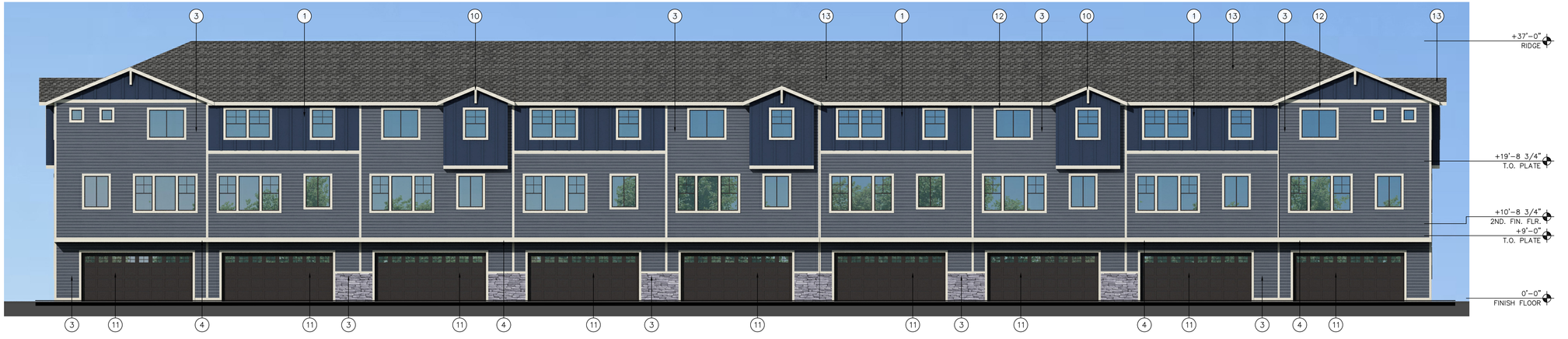
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN

A FRONT ELEVATION



C REAR ELEVATION

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JOB NO:	21-028
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SHEET NO:	

BLDG 11

COLOR ELEV

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A SOUTH-WEST ELEVATION

ELEVATION KEY NOTES: (#)

1. BATTEN BOARD SIDING
2. STUCCO SYSTEM
3. FAUX WOOD SIDING
4. POP-OUT
5. RECESSED WINDOW, SEE 3/A1.1
6. ENTRY DOOR
7. METAL GUARDRAIL
8. STONE VENEER
9. DECORATIVE SHUTTER
10. DECORATIVE CORBEL
11. GARAGE DOOR
12. FIBER CEMENT WINDOW SURROUND, SEE 3/A1.1
13. ASPHALT ROOF SHINGLES
14. DECORATIVE VENT
15. WOOD WRAPPED COLUMN

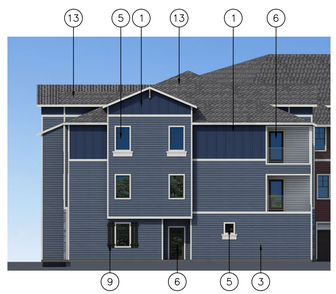
EXTERIOR COLOR SCHEME #3

A	BODY COLOR	STORM CLOUD DUNN EDWARDS – DE6362 LRV: 21
B	ACCENT BODY COLOR	BLACK RIVER FALLS DUNN EDWARDS – DEA189 LRV: 5
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	FOSSIL DUNN EDWARDS – DE6225 LRV: 81
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	BITTERSWEET CHOCOLATE DUNN EDWARDS – BM2114-10 LRV: 5
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

EXTERIOR COLOR SCHEME #1

A	BODY COLOR	ALAEA SHERWIN WILLIAMS – SW7579 LRV: 12
B	ACCENT BODY COLOR	LYNX DUNN EDWARDS – DE6075 LRV: 24
C	ACCENT COLOR BRACKETS	NATURAL BRIDGE DUNN EDWARDS – DE6194 LRV: 27
D	TRIM COLOR	COOL FROST DUNN EDWARDS – DE5931 LRV: 73
E	STUCCO COLOR	GRAY PEARL DUNN EDWARDS – DEC795 LRV: 49
F	DOORS/SHUTTERS	DARK CHOCOLATE DUNN EDWARDS – DE6014 LRV: 7
G	STONE VENEER	HONEY LEDGE HURON CORONADO STONE
H	ROOF SHINGLE	GAF CAMELOT II ANTIQUE SLATE
I	WINDOW FRAME	DARK BRONZE

D SOUTH ELEVATION



C EAST ELEVATION

B NORTH ELEVATION

F NORTH-EAST ELEVATION

E NORTH -WEST ELEVATION

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COLOR ELEV

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Body Color - **SW Alaea SW7579**

Accent Body Color - **DE Lynx DE6075**

Accent Color Brackets - **DE Natural Bridge DE6194**

Trim Color - **DE Cool Frost DE5931**

Stucco Color - **DE Gray Pearl DEC795**

Doors/Shutters - **DE Dark Chocolate DE6014**

Stone Veneer Coronado Stone **- Honey Ledge Huron**

Roof Shingle **- GAF Camelot II Antique Slate**

Window Frame Color **- Dark Bronze**

BUILDING MATERIALS AND COLOR EXHIBIT

Scheme 1

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Body Color - **SW Gris Morado SW9156**

Accent Body Color - **SW Deepest Mauve SW0005**

Accent Color Brackets - **DE Natural Bridge DE6194**

Trim Color - **SW Snowberry SW7140**

Stucco Color - **DE Gray Pearl DEC795**

Doors/Shutters - **DE Stargazing DE6336**

Stone Veneer Coronado Stone **- Honey Ledge Huron**

Roof Shingle **- GAF Camelot II Antique Slate**

Window Frame Color **- Dark Bronze**

BUILDING MATERIALS AND COLOR EXHIBIT

Scheme 2

Lake Mary Housing

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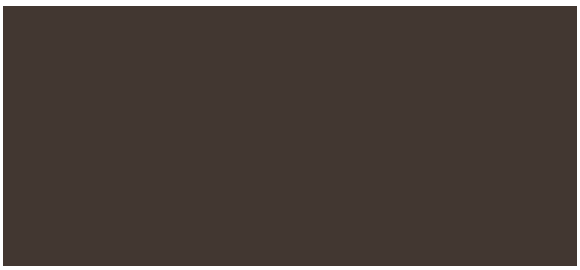
Body Color - **DE Storm Cloud DE6362**

Accent Body Color - **DE Black River Falls DEA189**

Accent Color Brackets - **DE Natural Bridge DE6194**

Trim Color - **DE Fossil DE6225**

Stucco Color - **DE Gray Pearl DEC795**



Doors/Shutters - **BM Bittersweet Chocolate BM2114-10**

Stone Veneer Coronado Stone **- Honey Ledge Huron**

Roof Shingle **- GAF Camelot II Antique Slate**

Window Frame Color **- Dark Bronze**

BUILDING MATERIALS AND COLOR EXHIBIT

Scheme 3

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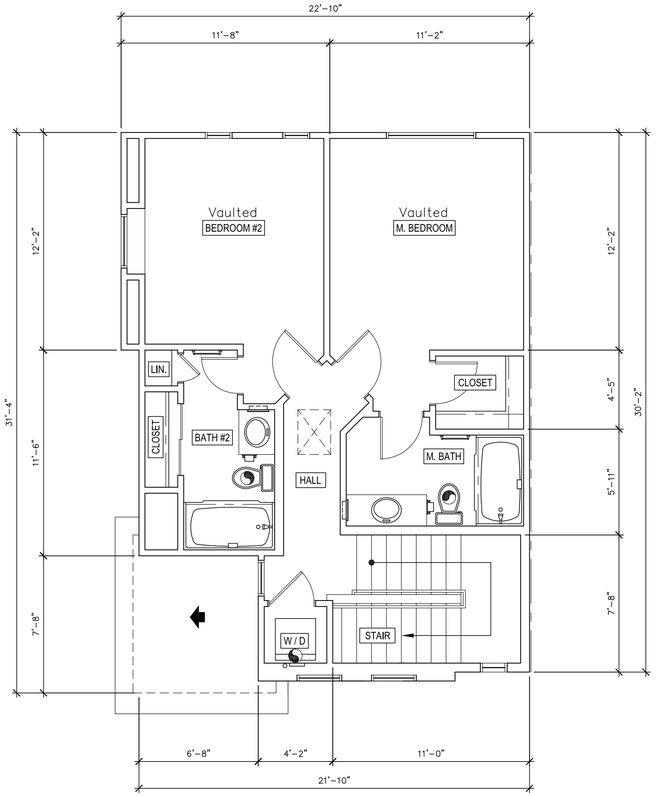
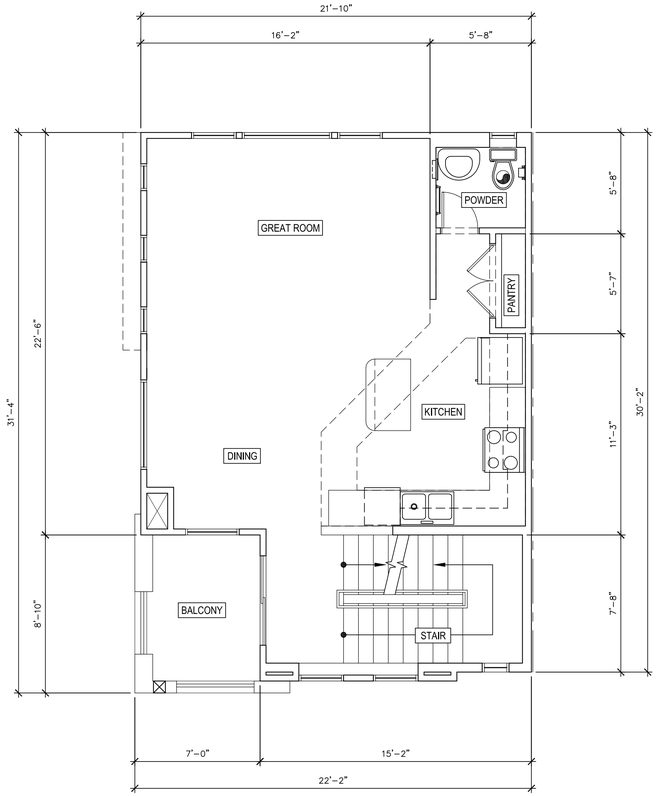
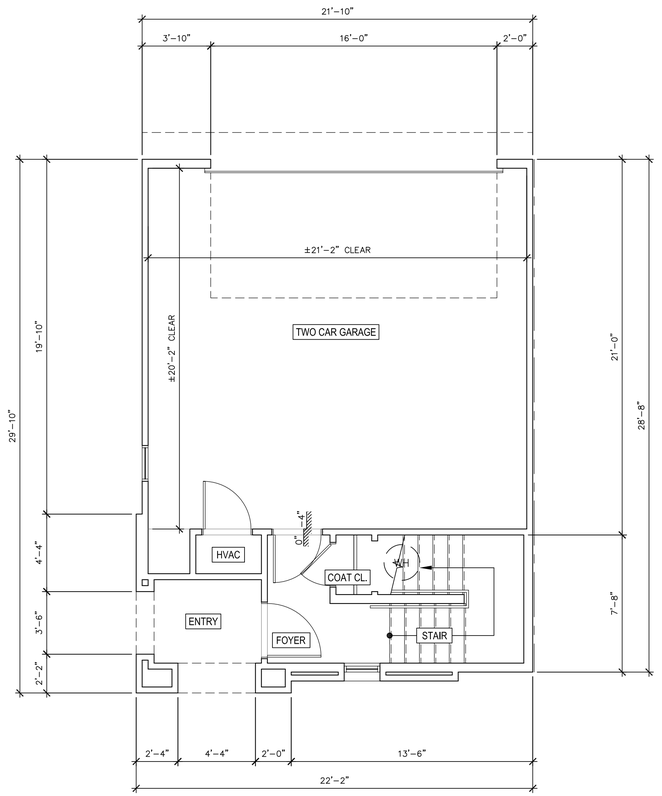


UNIT TYPE AA-A
THIRD FLOOR - END UNIT



UNIT TYPE AA-A
SECOND FLOOR - END UNIT



UNIT TYPE AA-A
FIRST FLOOR - END UNIT

TOWNHOME - UNIT TYPE AA-A

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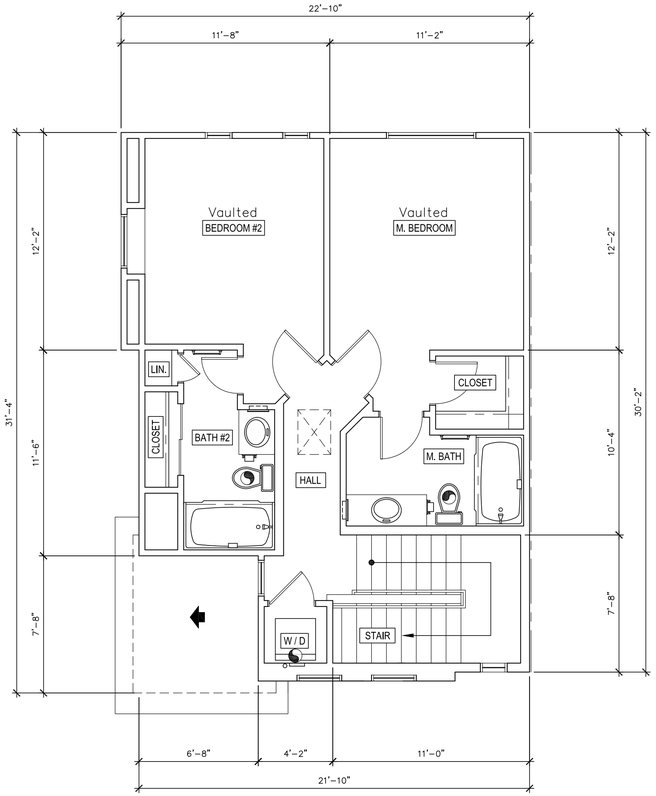

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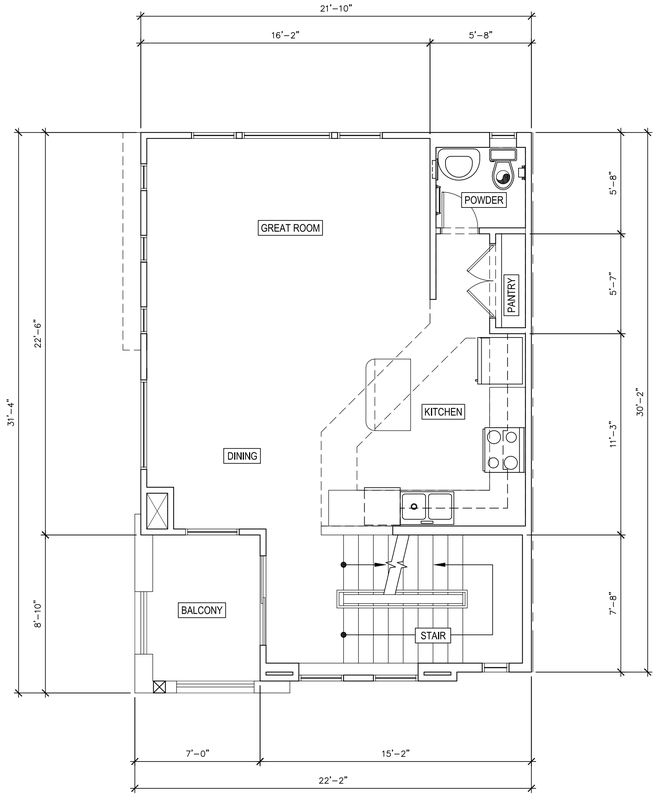
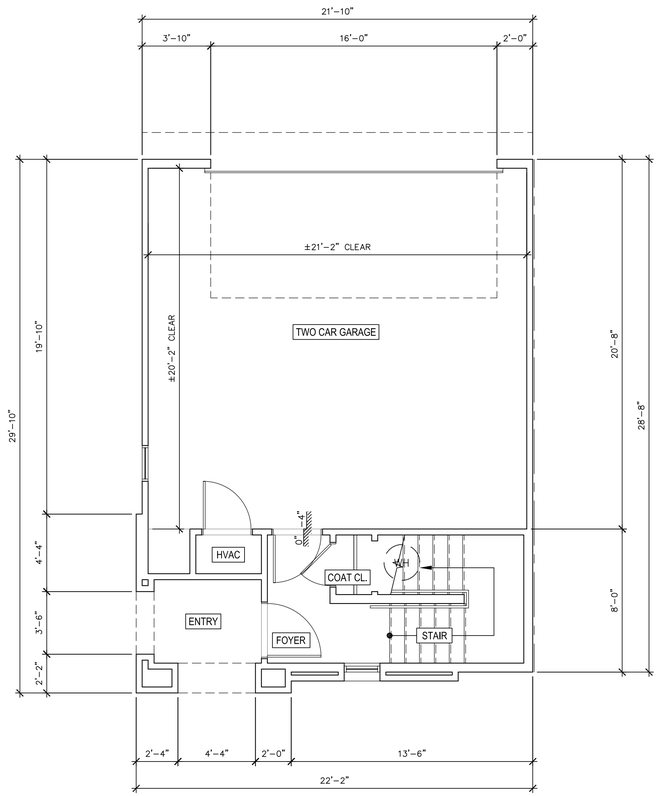
THIRD FLOOR - END UNIT



UNIT TYPE AA-A
SECOND FLOOR - END UNIT



UNIT TYPE AA-A
FIRST FLOOR - END UNIT

TOWNHOME - UNIT TYPE AA

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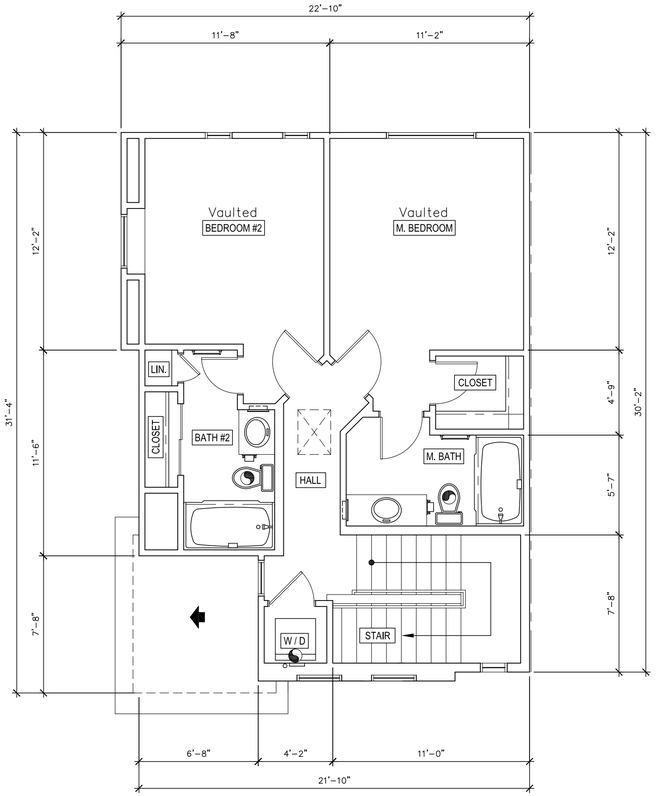

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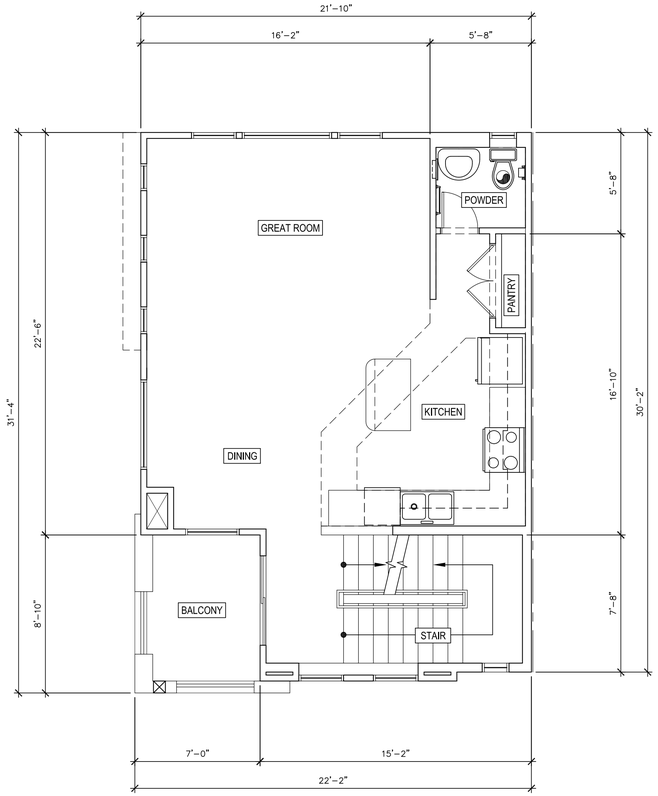
THIRD FLOOR - END UNIT



UNIT TYPE AA-A
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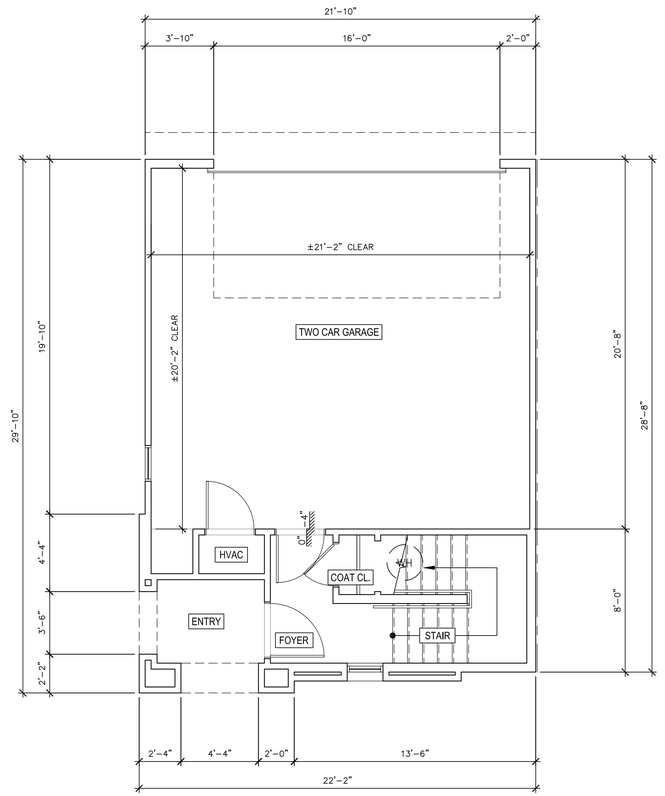

UNIT TYPE AA-A
FIRST FLOOR - END UNIT

TOWNHOME - UNIT TYPE AA

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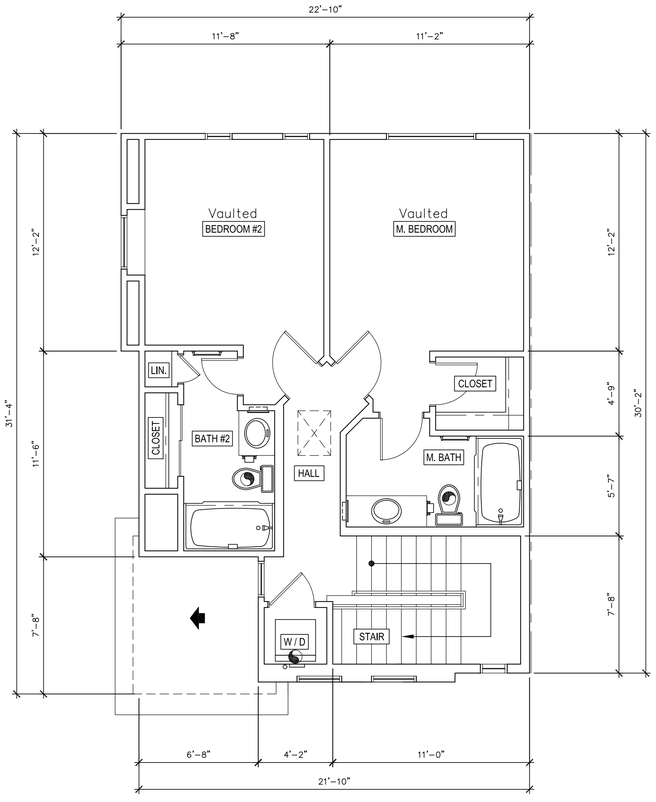
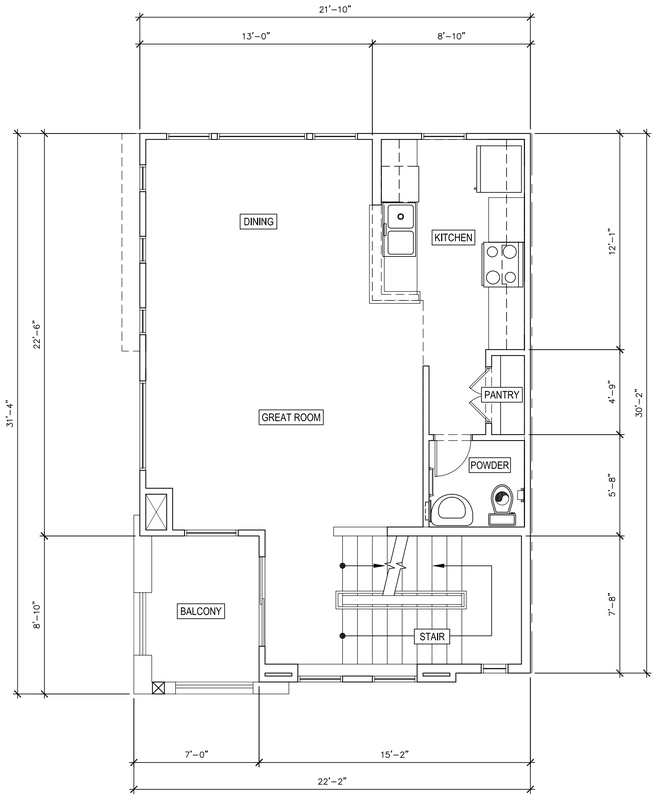


UNIT TYPE AB-A
THIRD FLOOR - END UNIT



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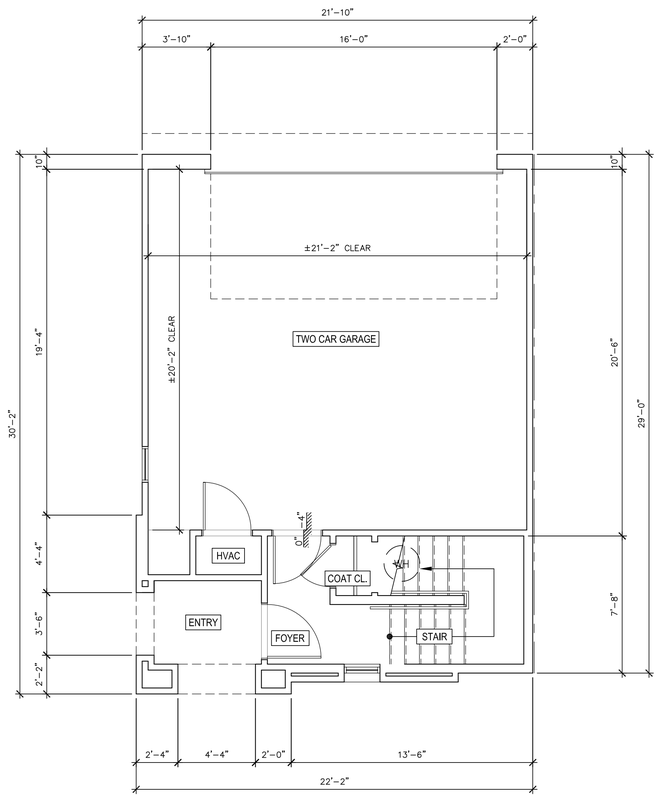
SECOND FLOOR - END UNIT



UNIT TYPE AB-A
FIRST FLOOR - END UNIT

TOWNHOME - UNIT TYPE AB-A

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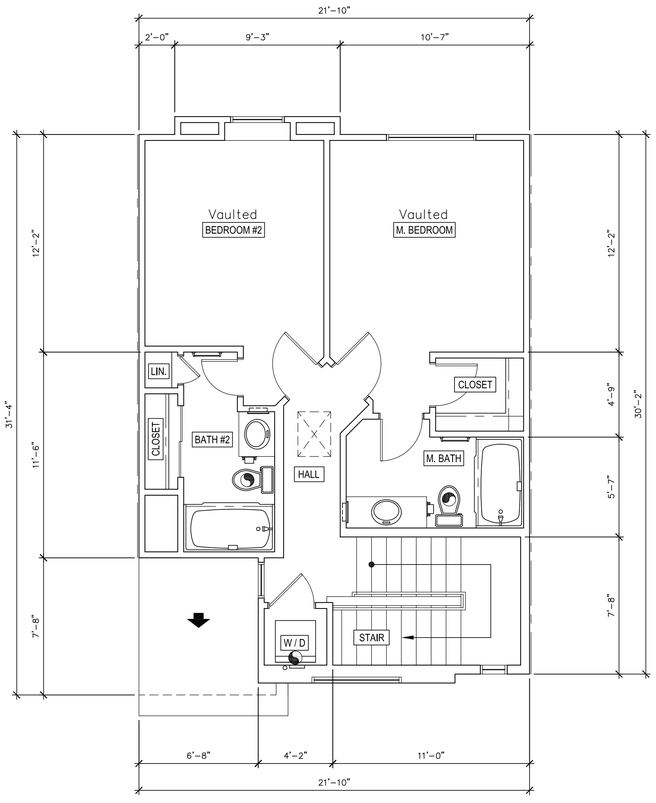
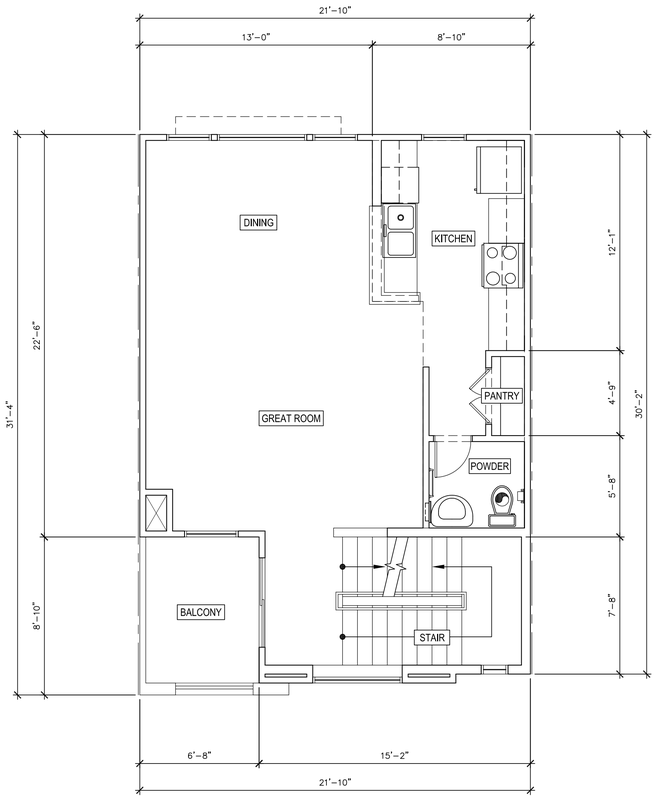
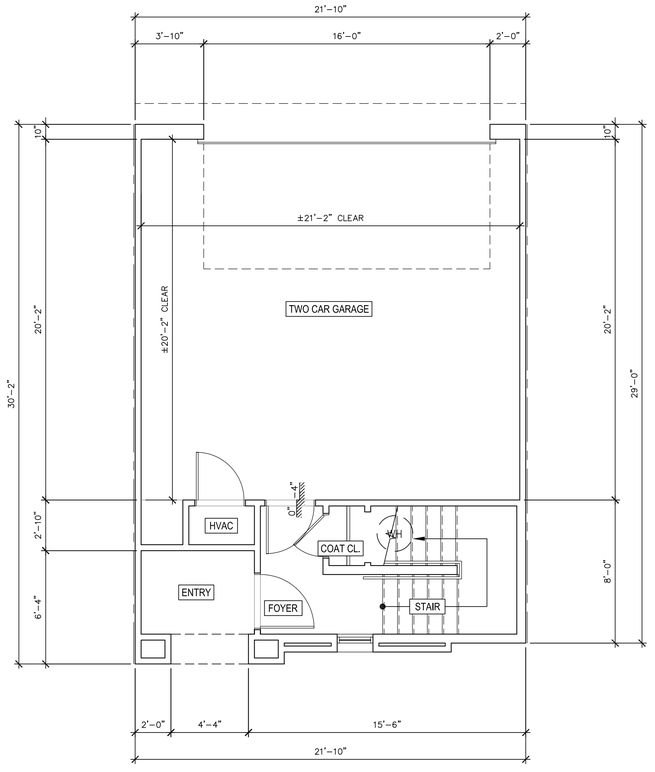


UNIT TYPE AB-B
THIRD FLOOR - INTERIOR UNIT



UNIT TYPE AB-B
SECOND FLOOR - INTERIOR UNIT



UNIT TYPE AB-B
FIRST FLOOR - INTERIOR UNIT

TOWNHOME - UNIT TYPE AB-B

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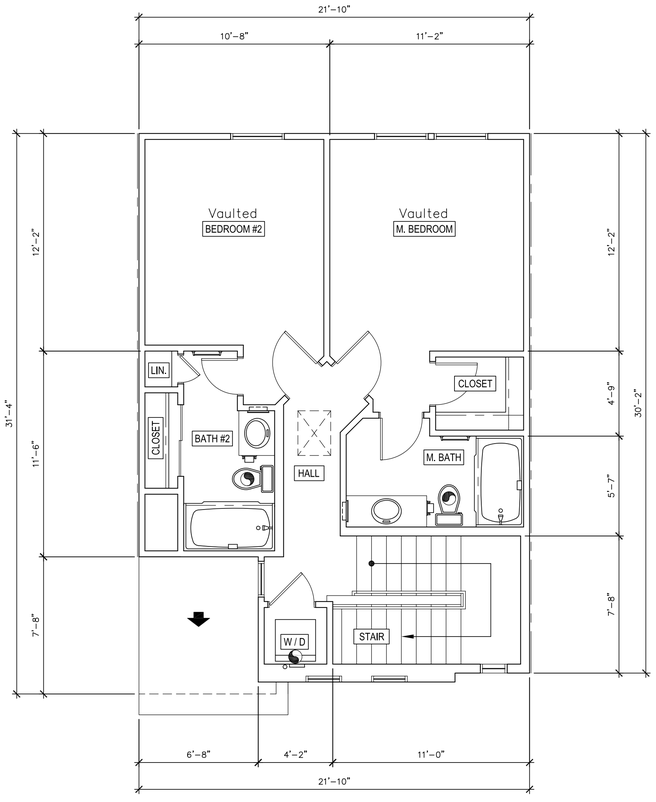
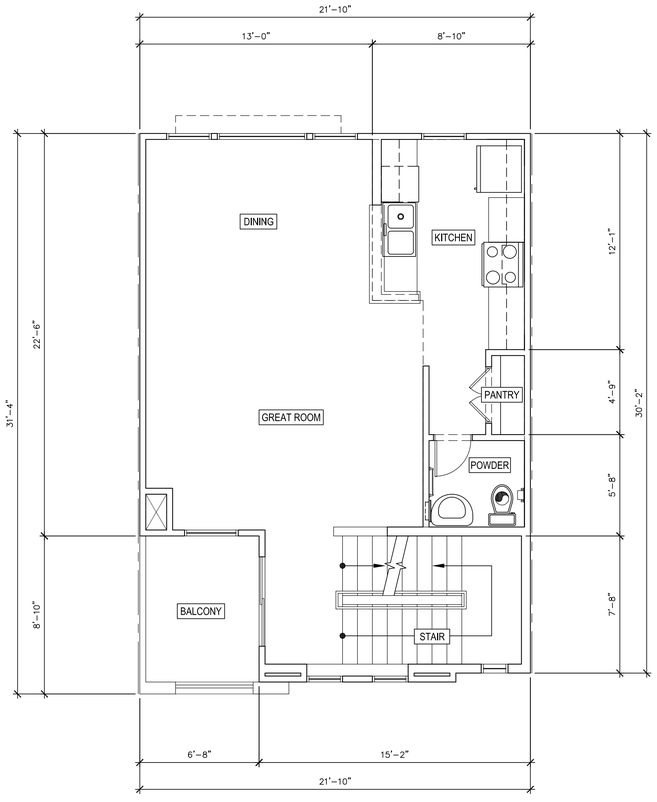
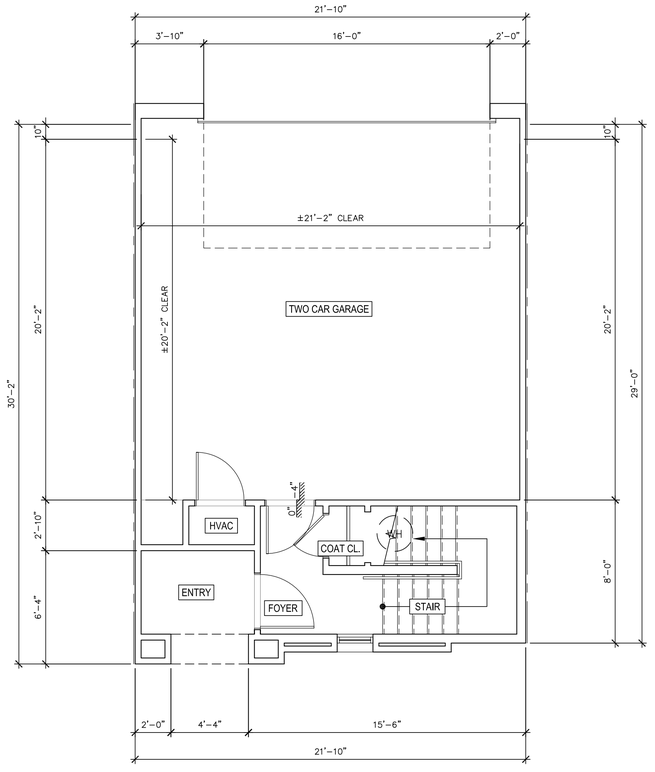


UNIT TYPE AB-C
THIRD FLOOR - INTERIOR UNIT



UNIT TYPE AB-C
SECOND FLOOR - INTERIOR UNIT



UNIT TYPE AB-C
FIRST FLOOR - INTERIOR UNIT

TOWNHOME - UNIT TYPE AB-C

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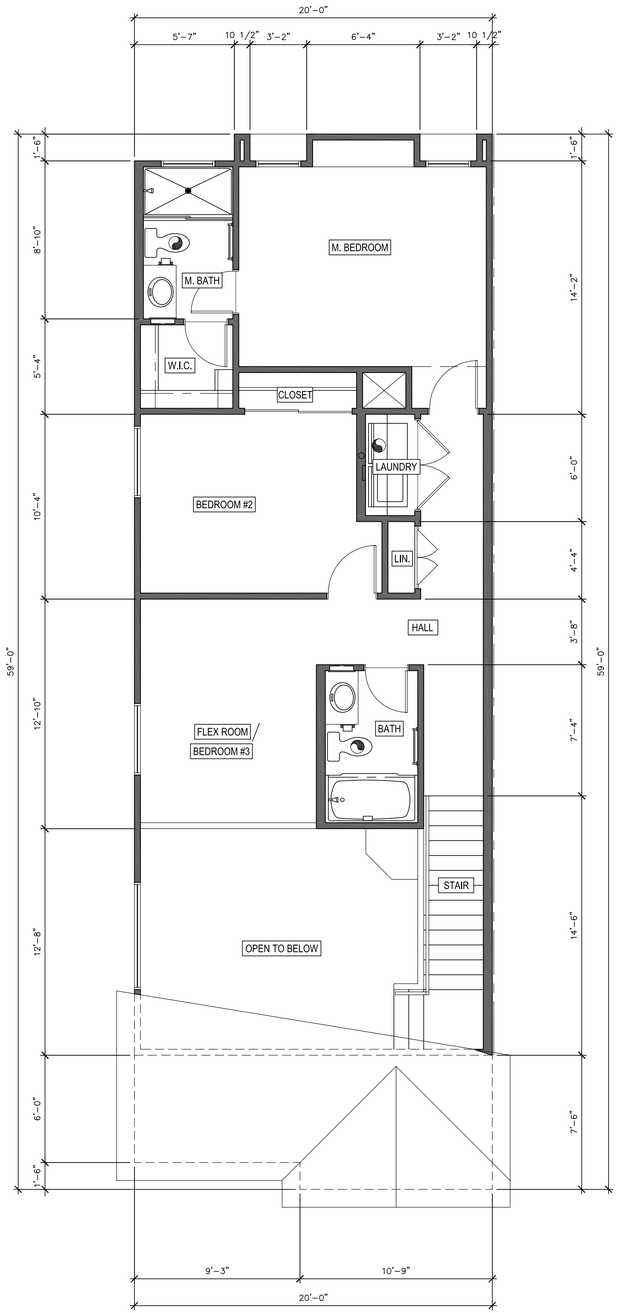

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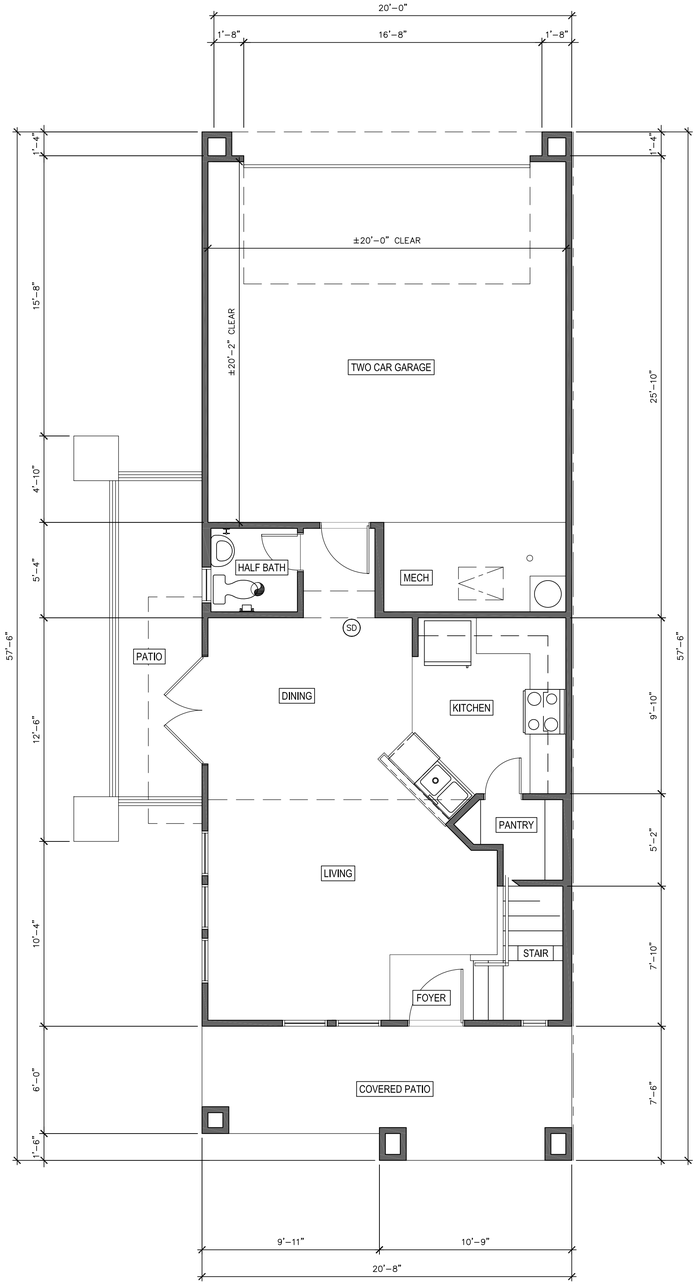

UNIT TYPE AC
FIRST FLOOR - END UNIT

TOWNHOME - UNIT TYPE AC

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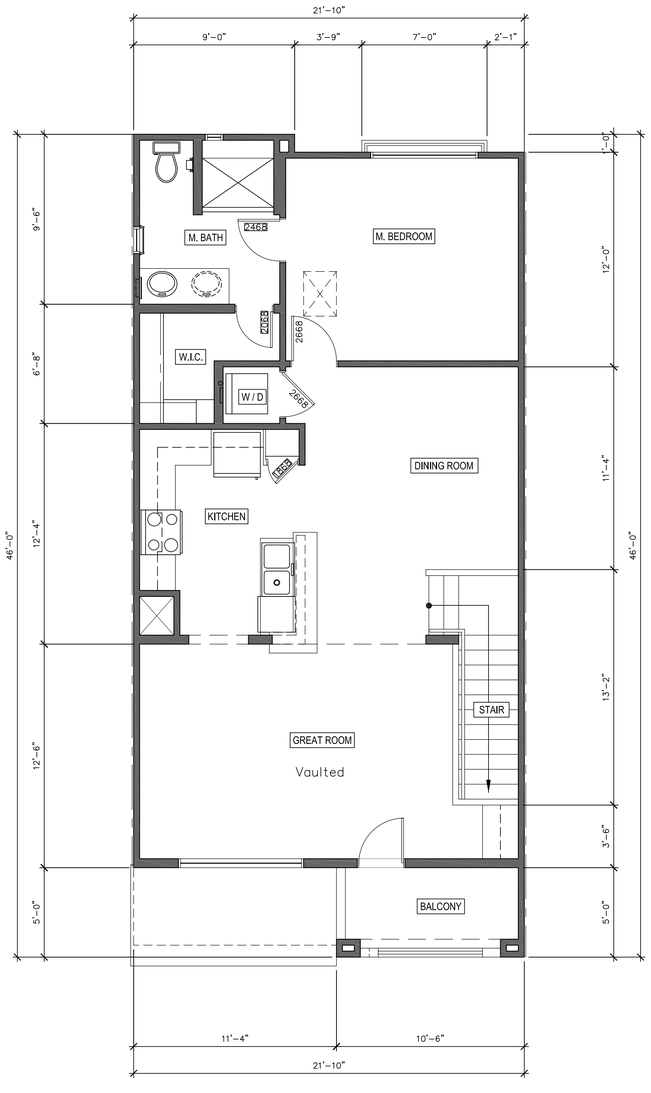
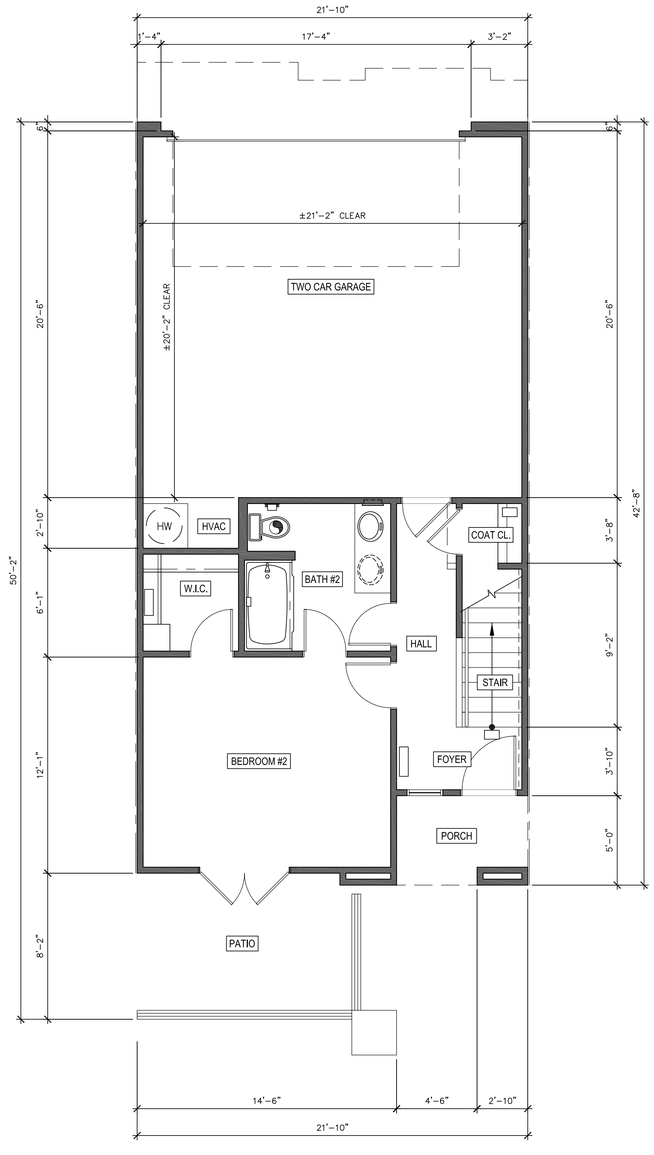


UNIT TYPE AD
SECOND FLOOR - INTERIOR UNIT



UNIT TYPE AD
FIRST FLOOR - INTERIOR UNIT

TOWNHOME - UNIT TYPE AD

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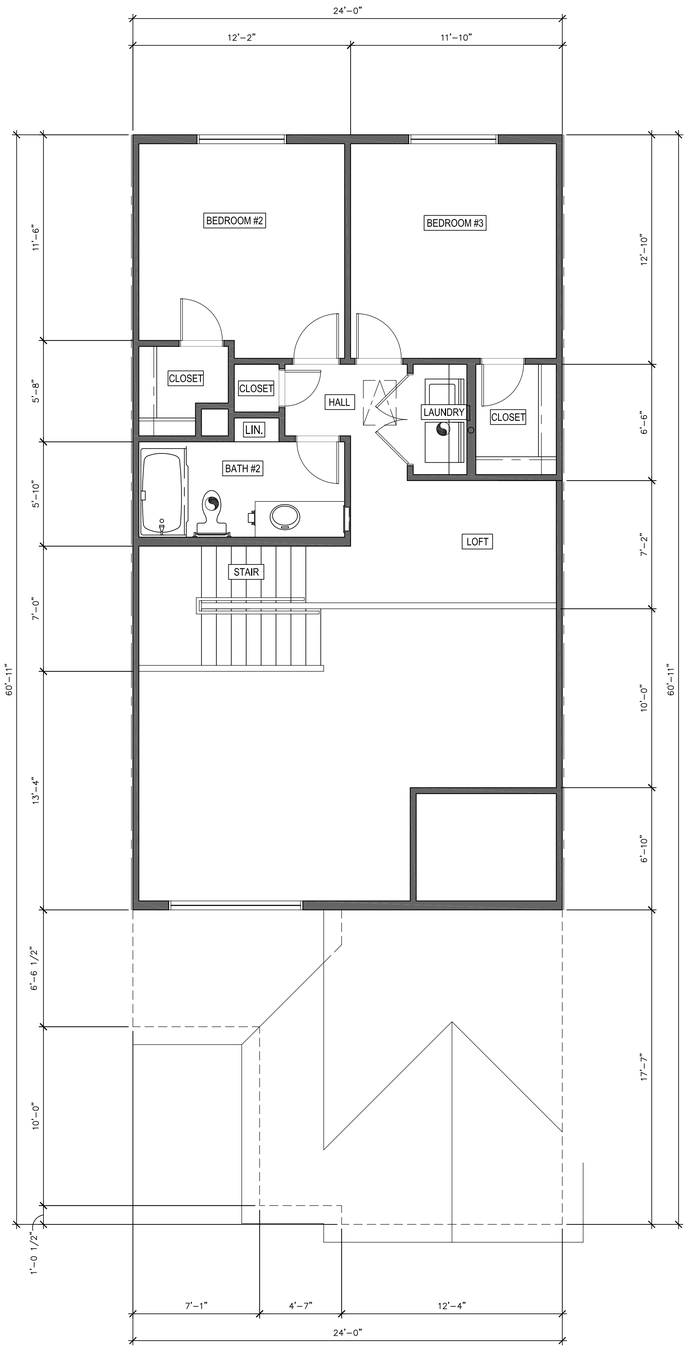
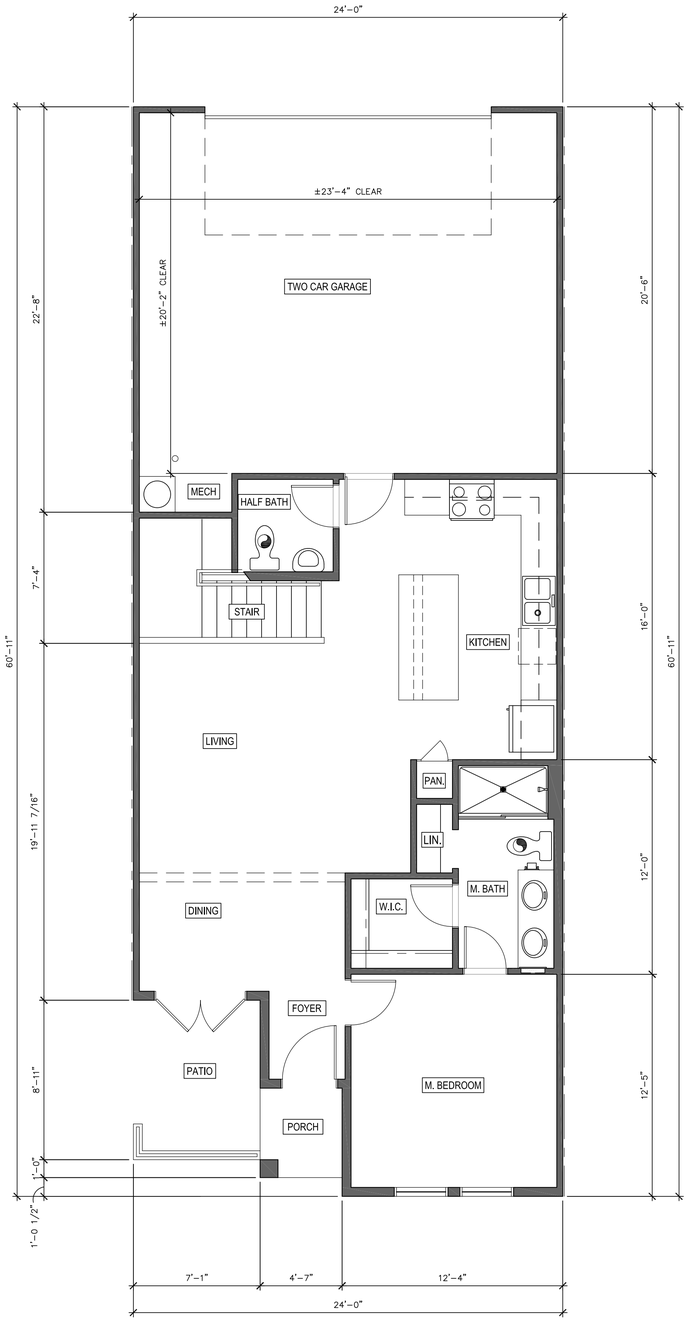


UNIT TYPE BA
SECOND FLOOR - INTERIOR UNIT



UNIT TYPE BA
FIRST FLOOR - INTERIOR UNIT

TOWNHOME - UNIT TYPE BA

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LAKE MARY HOUSING
Single Family & Apartment Residences
4631 S LAKE MARY RD, FLAGSTAFF, ARIZONA 86001

ATLANTIC DEVELOPMENT & INVESTMENTS LLC.
15957 N. 81ST ST., SUITE 101, SCOTTSDALE AZ. 85260
PHONE: 480-256-0506

REVISIONS:
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JOB NO: 21-028
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SHEET NO:

A2.5.1

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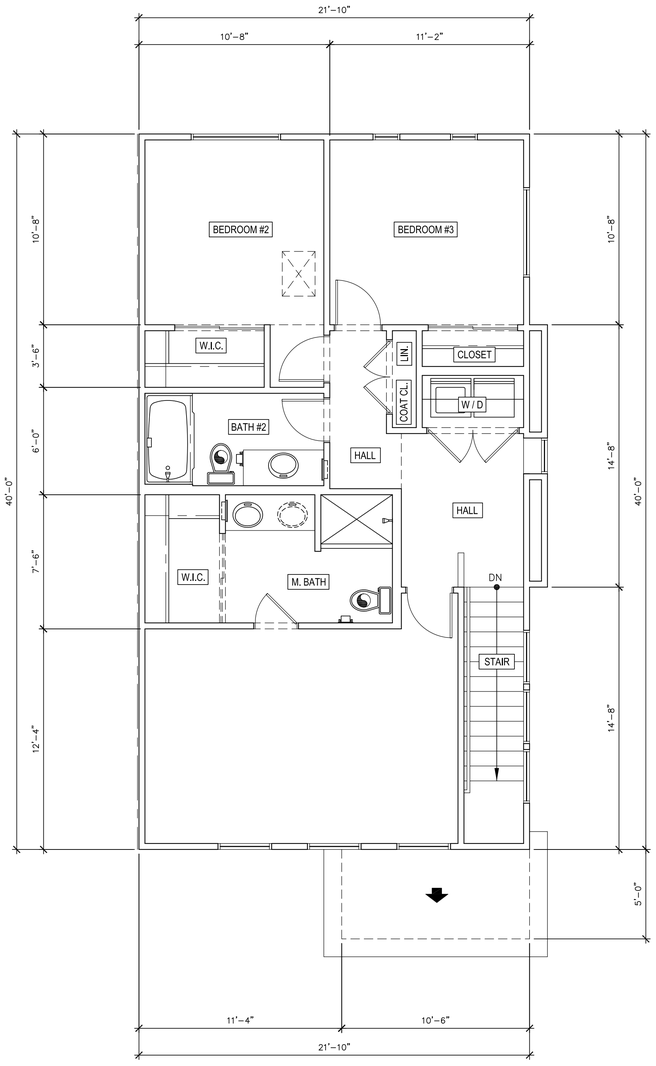
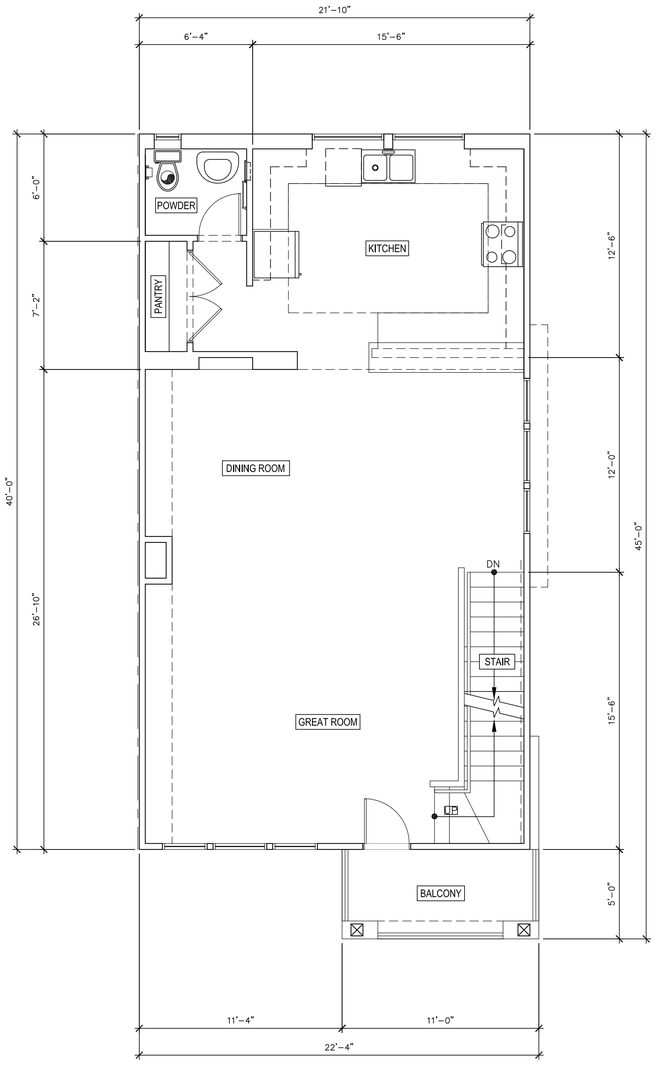


UNIT TYPE BB-A
THIRD FLOOR - END UNIT



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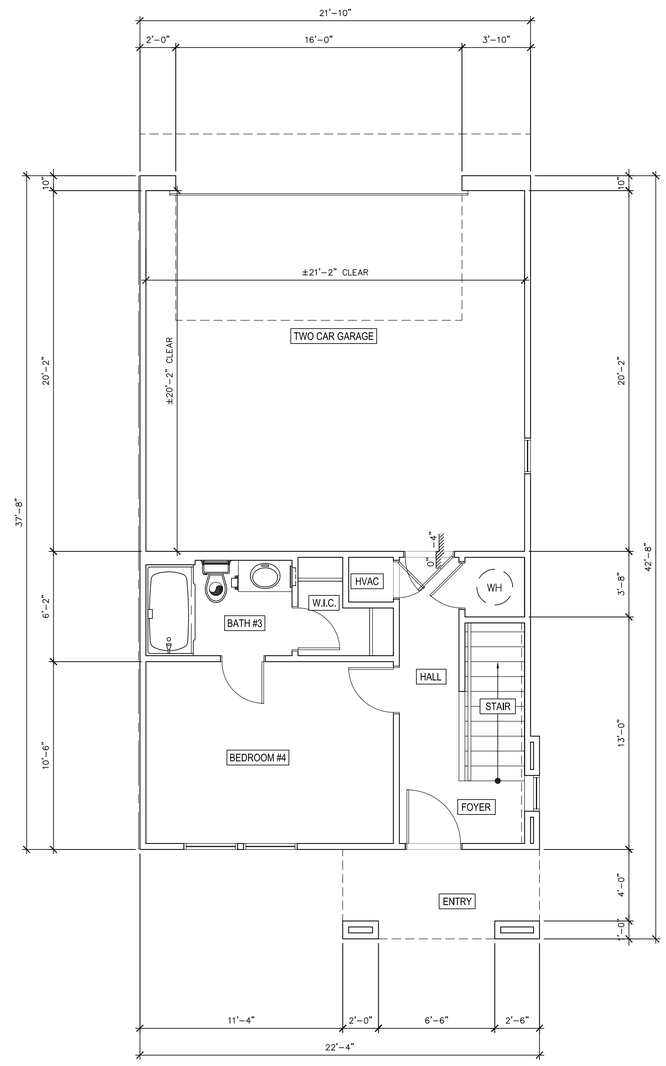

UNIT TYPE BB-A
FIRST FLOOR - END UNIT

TOWNHOME - UNIT TYPE BB-A

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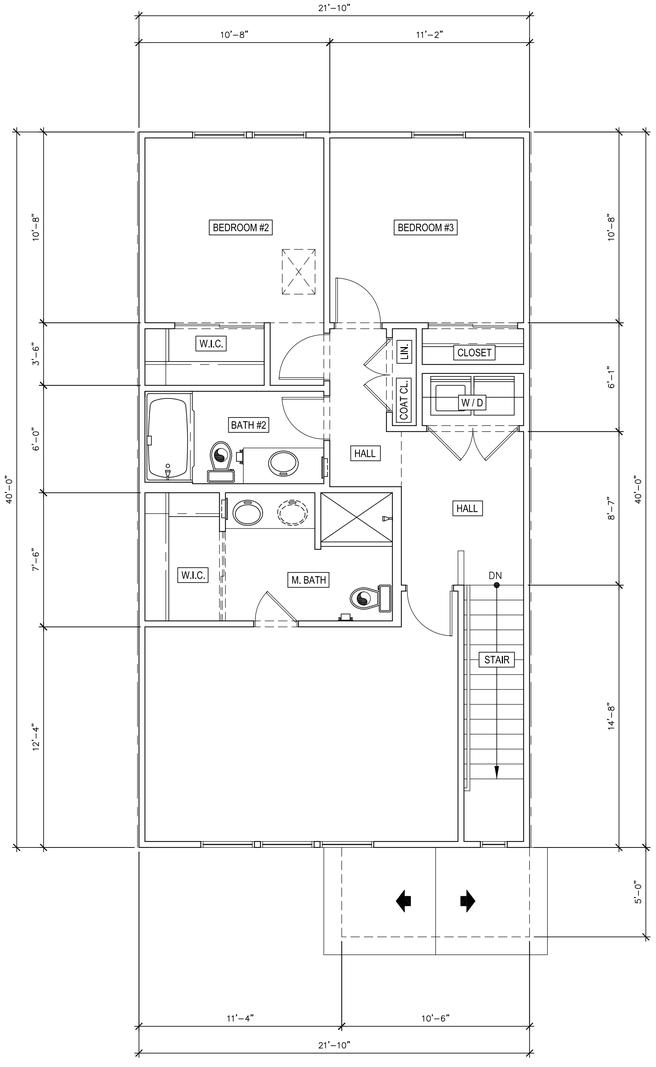

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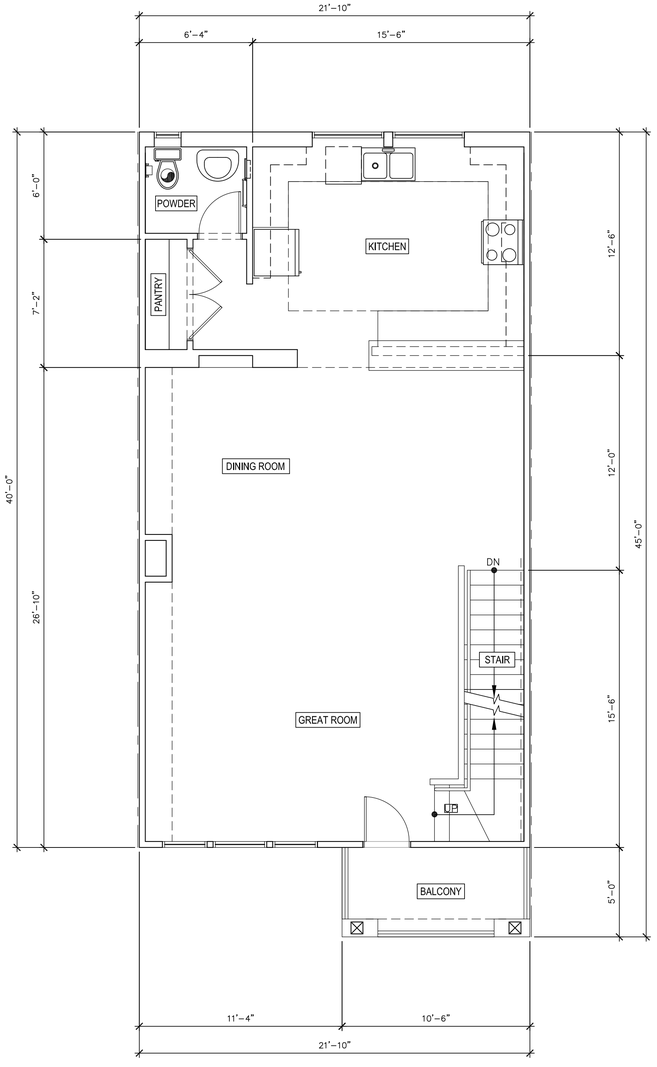

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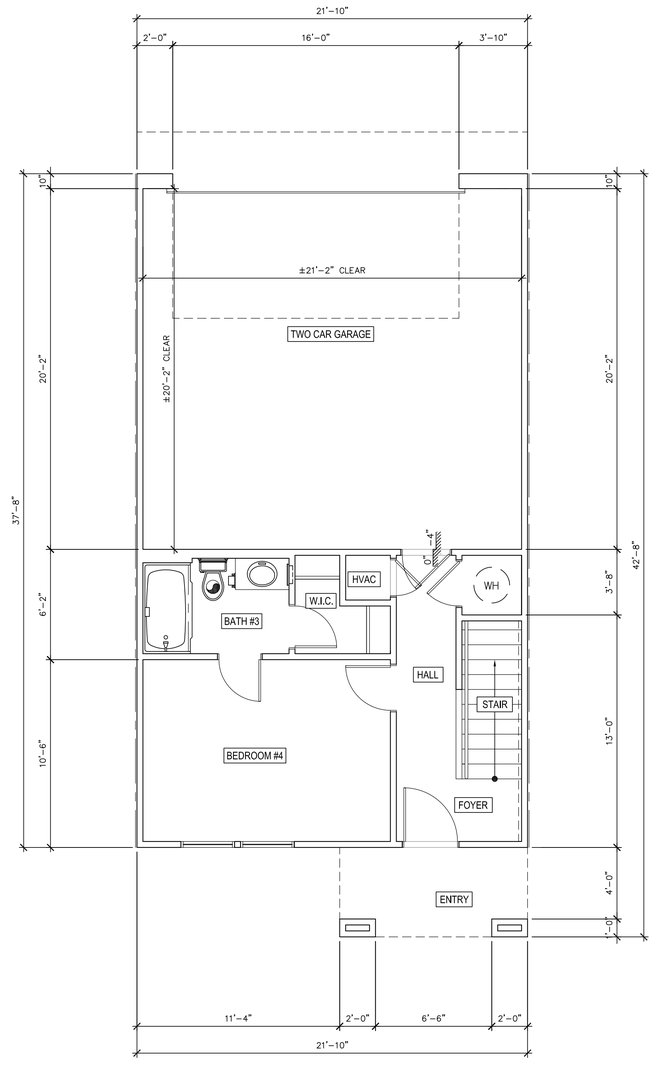
SECOND FLOOR - INTERIOR UNIT



UNIT TYPE BB-B
FIRST FLOOR - INTERIOR UNIT

TOWNHOME - UNIT TYPE BB-B

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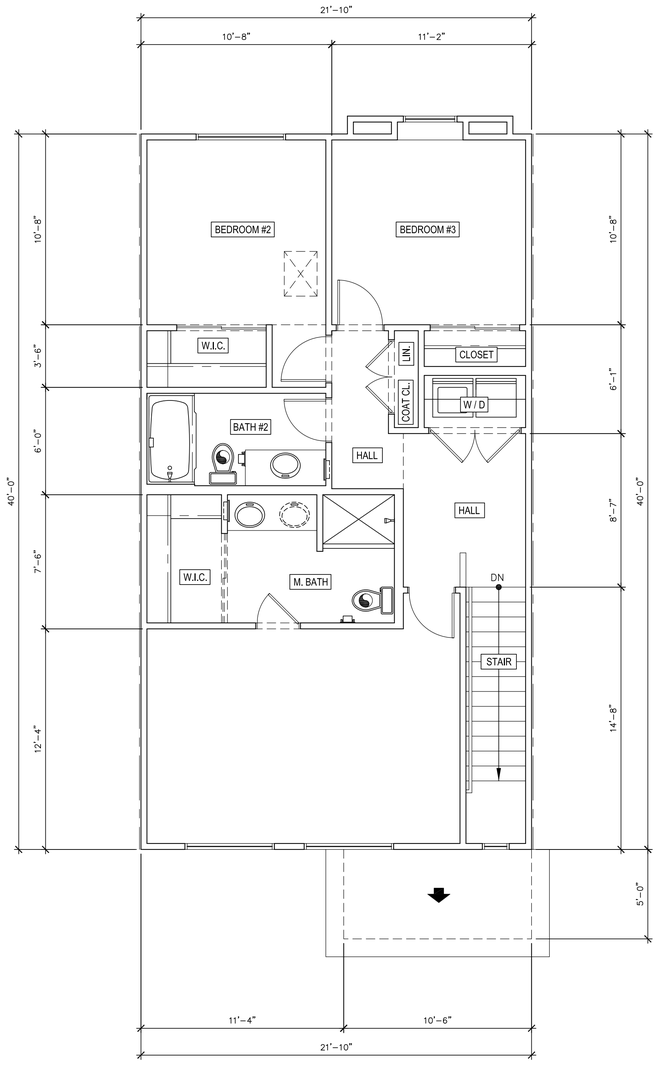
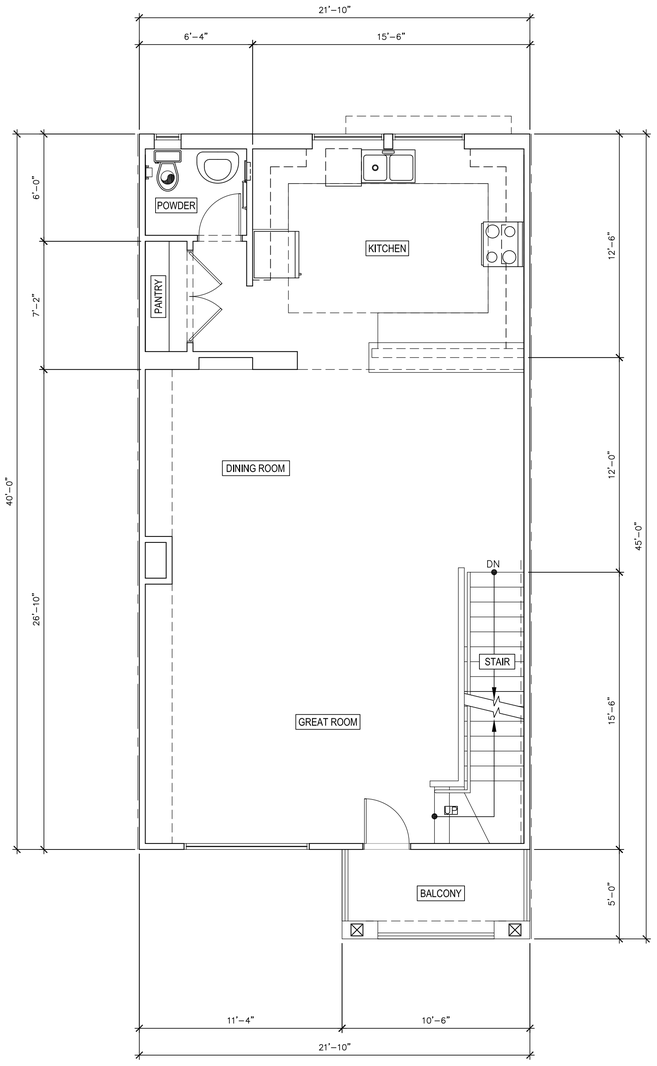
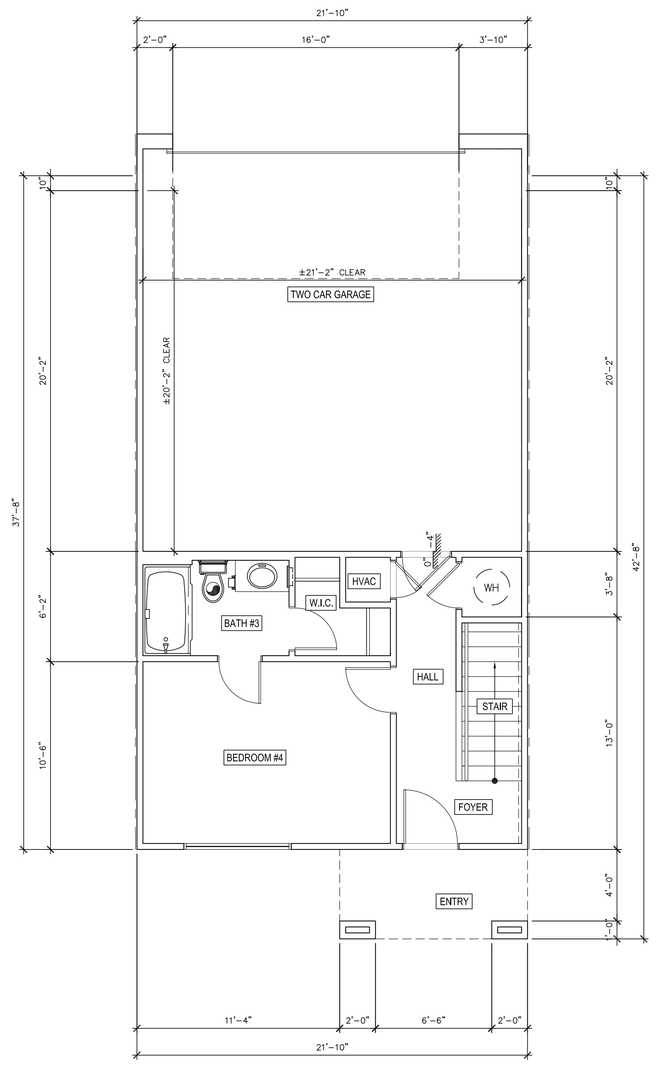


UNIT TYPE BB-C
THIRD FLOOR - INTERIOR UNIT



UNIT TYPE BB-C
SECOND FLOOR - INTERIOR UNIT



UNIT TYPE BB-C
FIRST FLOOR - INTERIOR UNIT

TOWNHOME - UNIT TYPE BB-C

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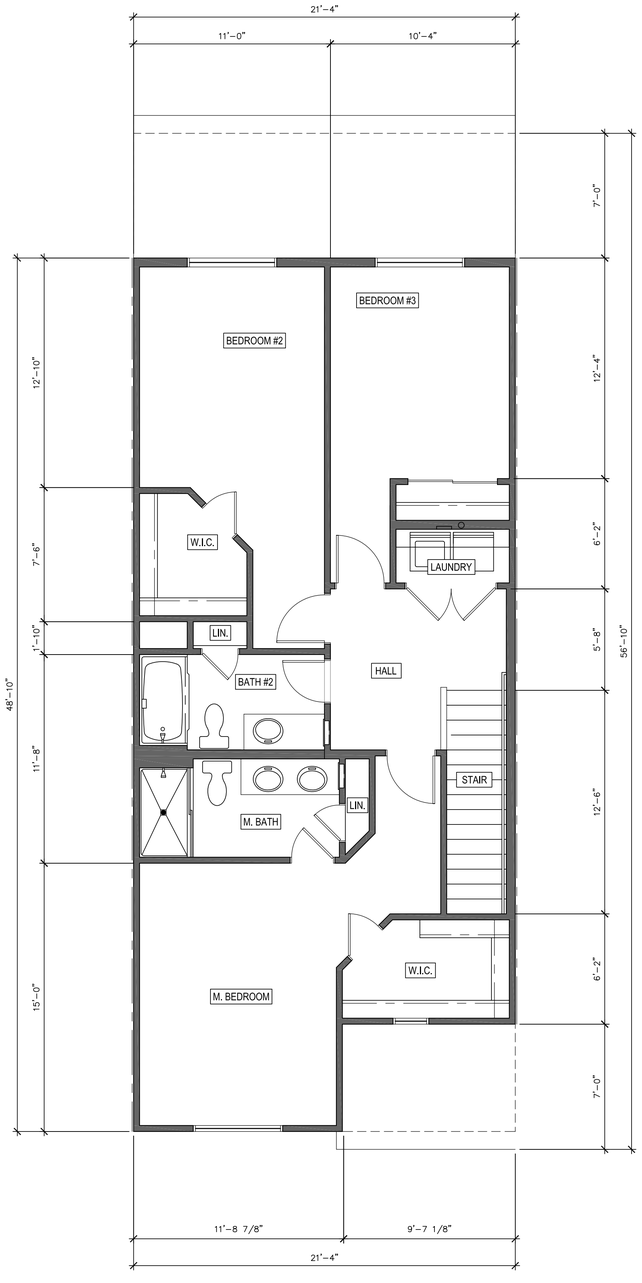
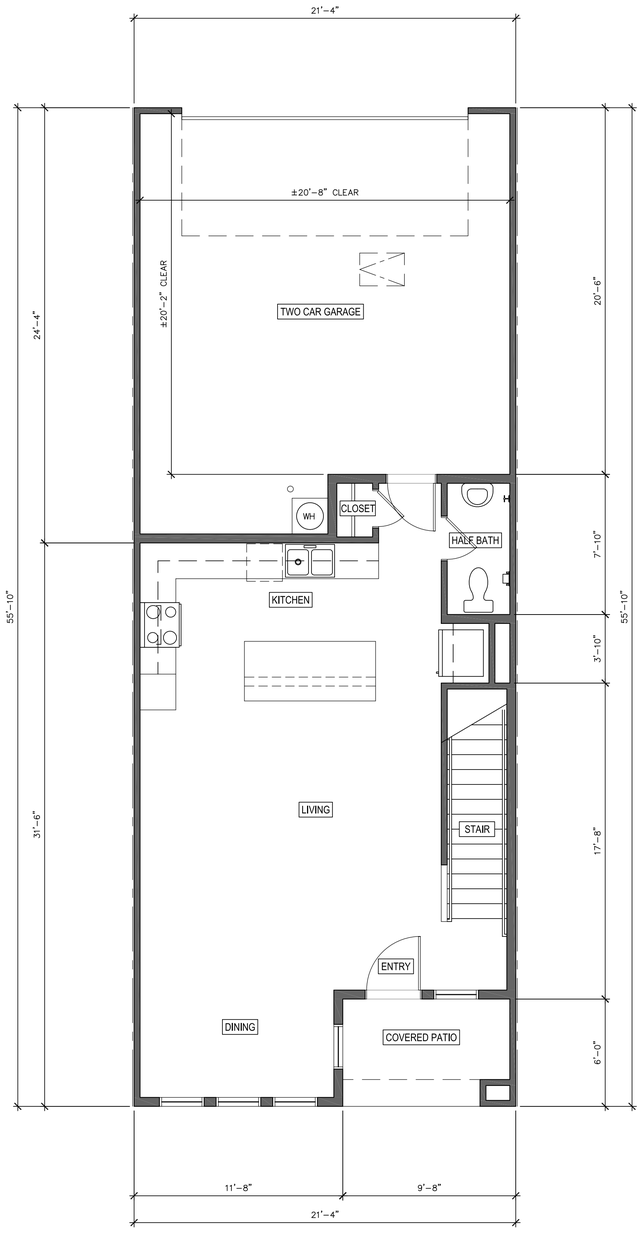


UNIT TYPE BC
SECOND FLOOR - INTERIOR UNIT



UNIT TYPE BC
FIRST FLOOR - INTERIOR UNIT

TOWNHOME - UNIT TYPE BC

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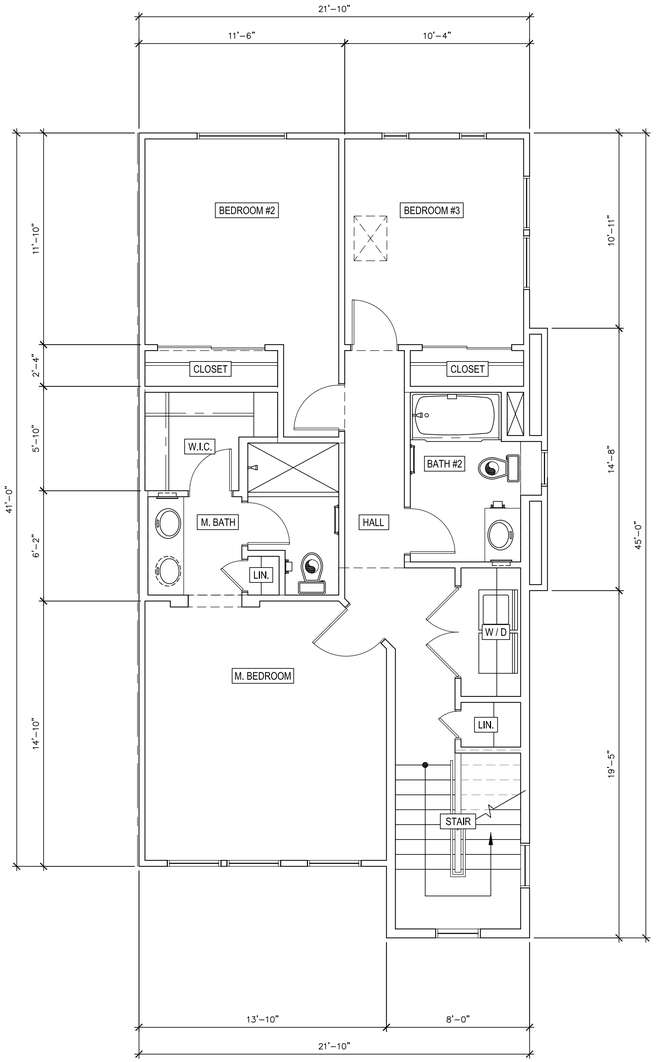
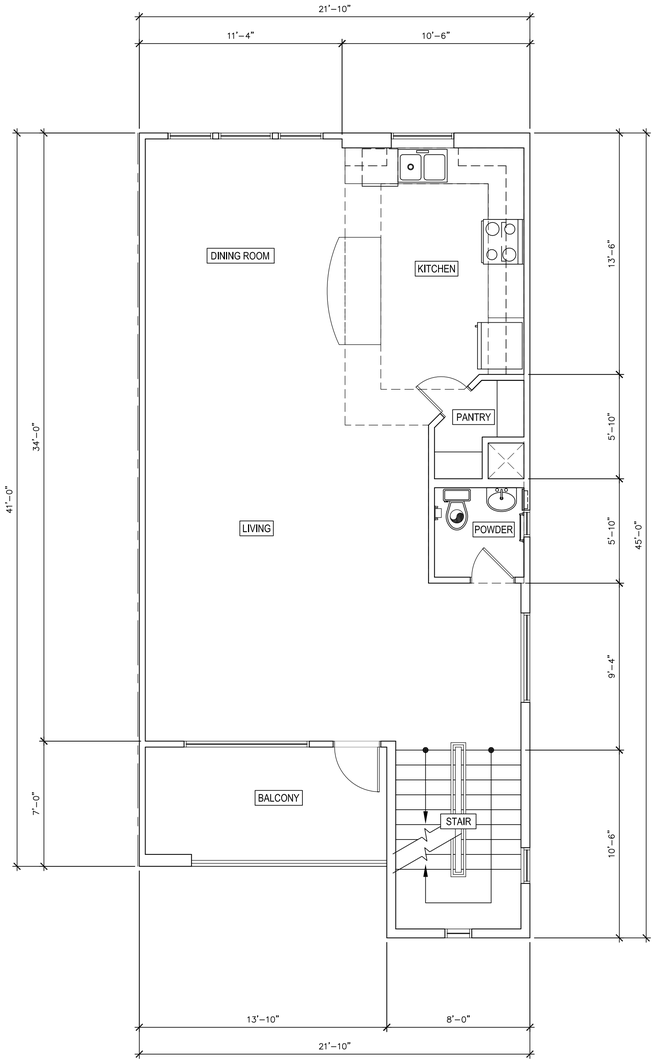


UNIT TYPE BD-A
THIRD FLOOR - END UNIT



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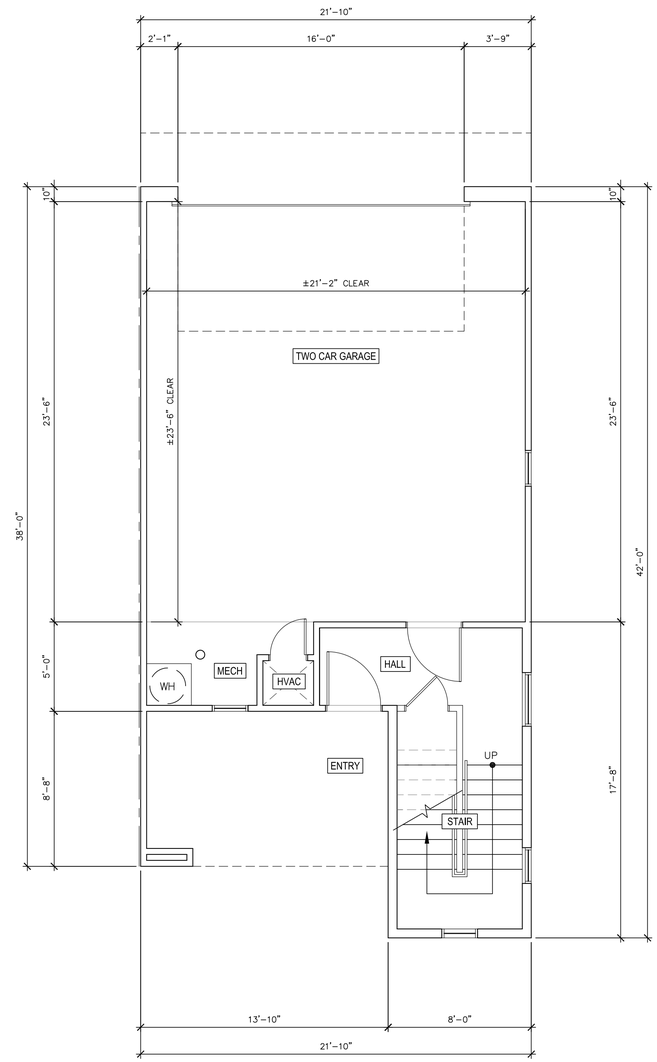
SECOND FLOOR - END UNIT



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FIRST FLOOR - END UNIT

TOWNHOME - UNIT TYPE BD-A

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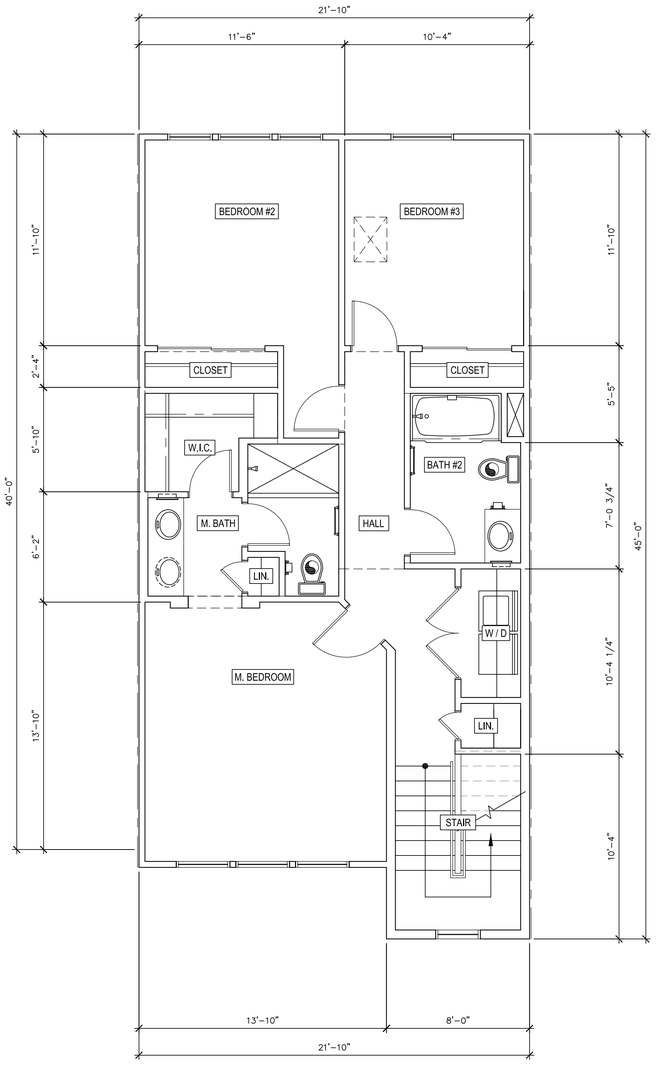

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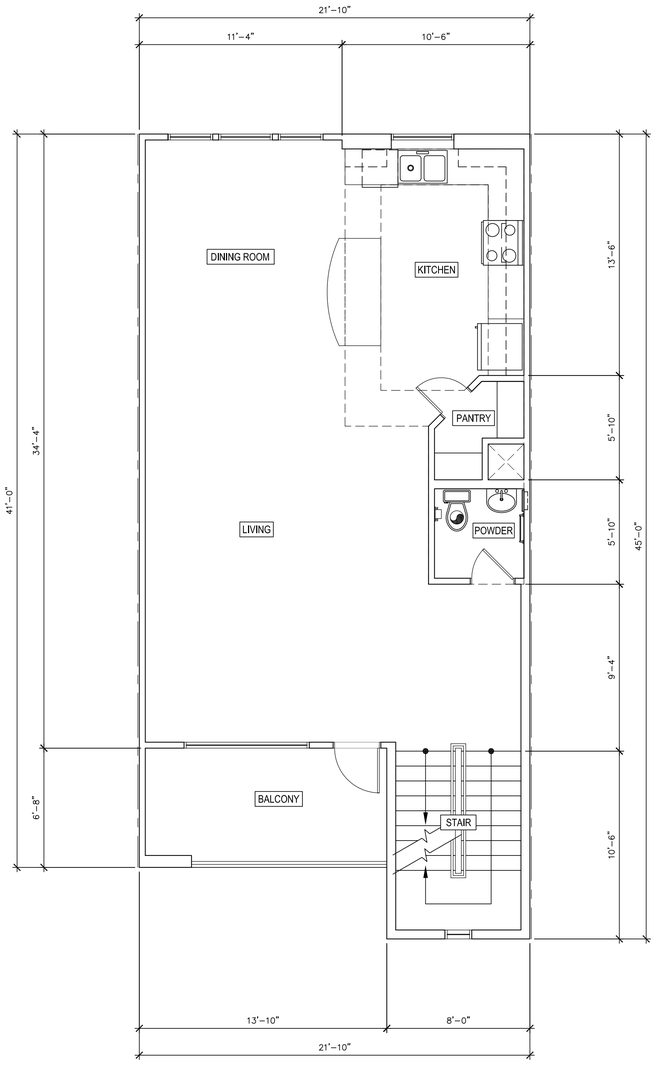

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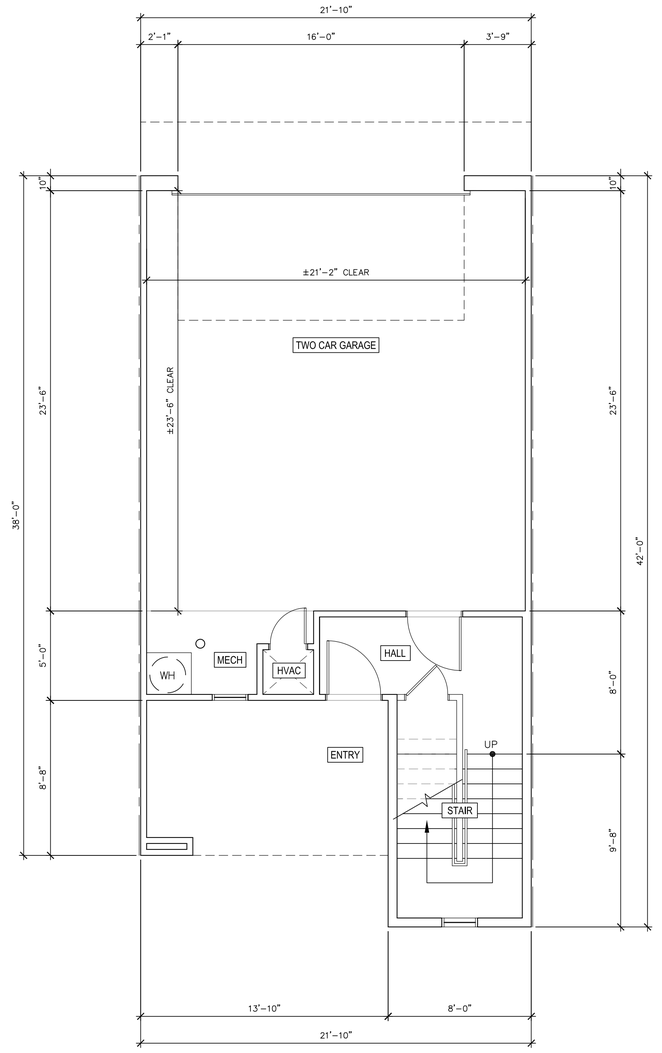
SECOND FLOOR - INTERIOR UNIT



UNIT TYPE BD-B
FIRST FLOOR - INTERIOR UNIT

TOWNHOME - UNIT TYPE BD-B

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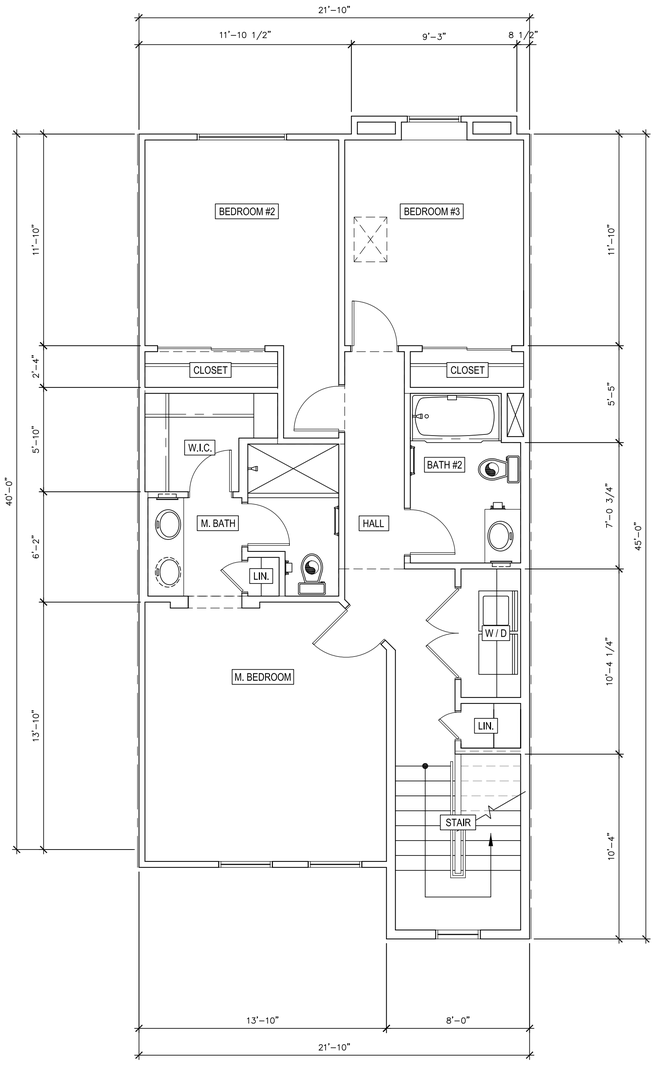

UNIT TYPE BD-C
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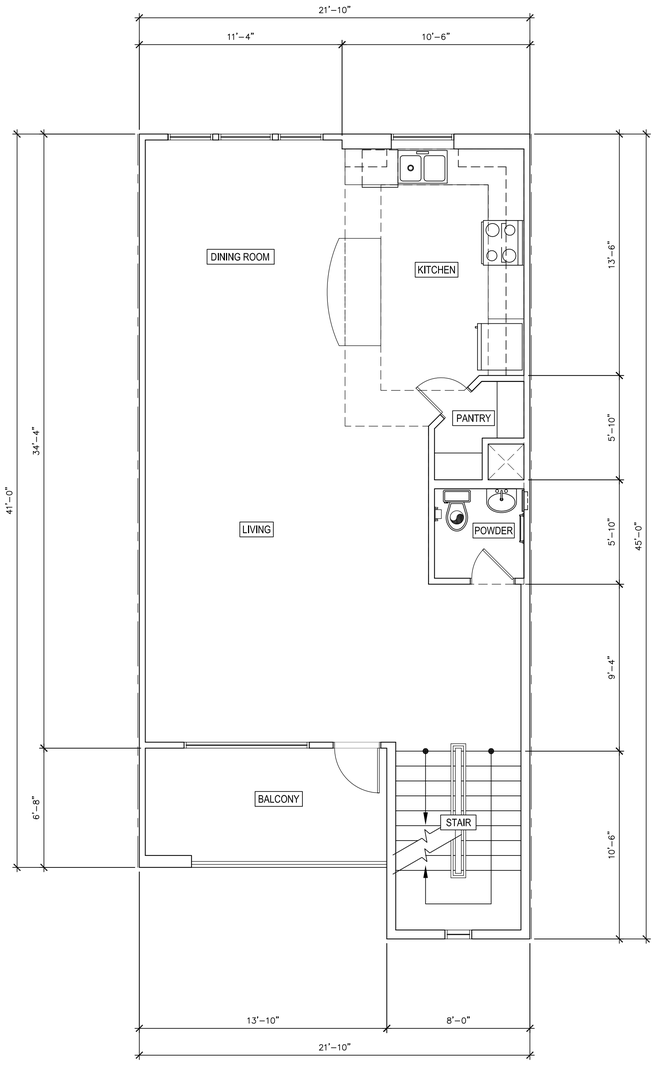

UNIT TYPE BD-C
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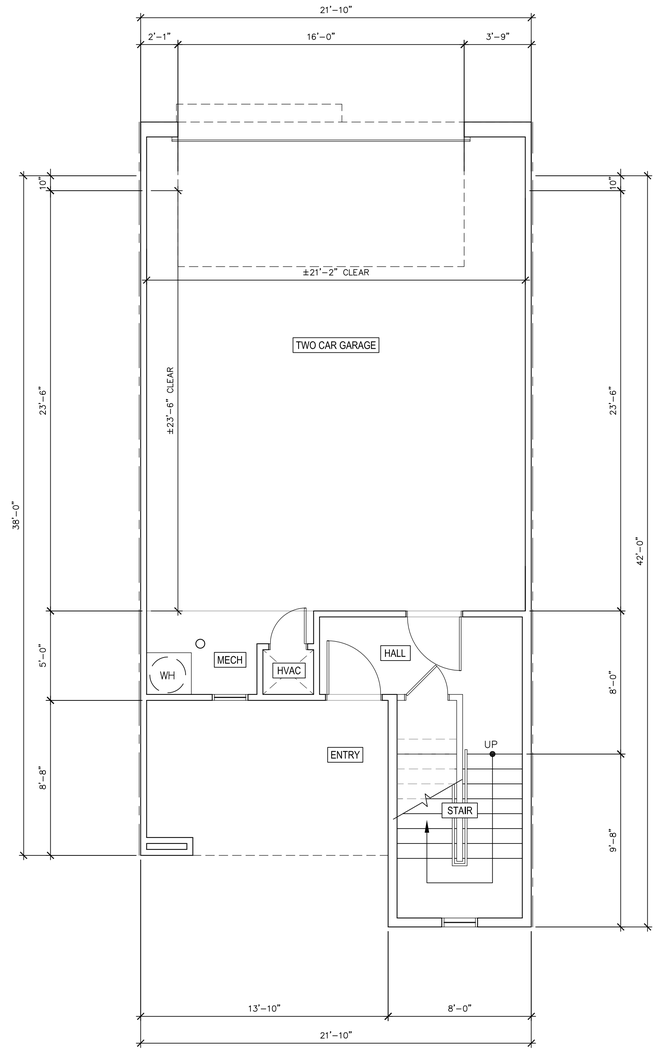

UNIT TYPE BD-C
FIRST FLOOR - INTERIOR UNIT

TOWNHOME - UNIT TYPE BD-C

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Lake Mary Housing

Direct to Ordinance
Zoning Map Amendment

Ben Mejia, AICP
Senior Planner

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Project Area

4631 S Lake Mary Road

Existing:

(ER Zone within RPO)

Approximately 13.96 acres of vacant land

Proposed:

(HR Zone within RPO)

202 residential units: 162 market-rate, 40 Category 1 affordable

Area Context Map

North: Manufactured home park, zoned Light Industrial (LI) (Property is being redeveloped as Mini-Storage Warehousing)

East: Frontier Homesites Subdivision, zoned Rural Residential (RR); Coconino National Forest, zoned Public Lands Forest (PLF)

South: Coconino National Forest, zoned Public Lands Forest (PLF)

West: Single-Family Residences, zoned Rural Residential (RR)

Proposed Density

HR Zone

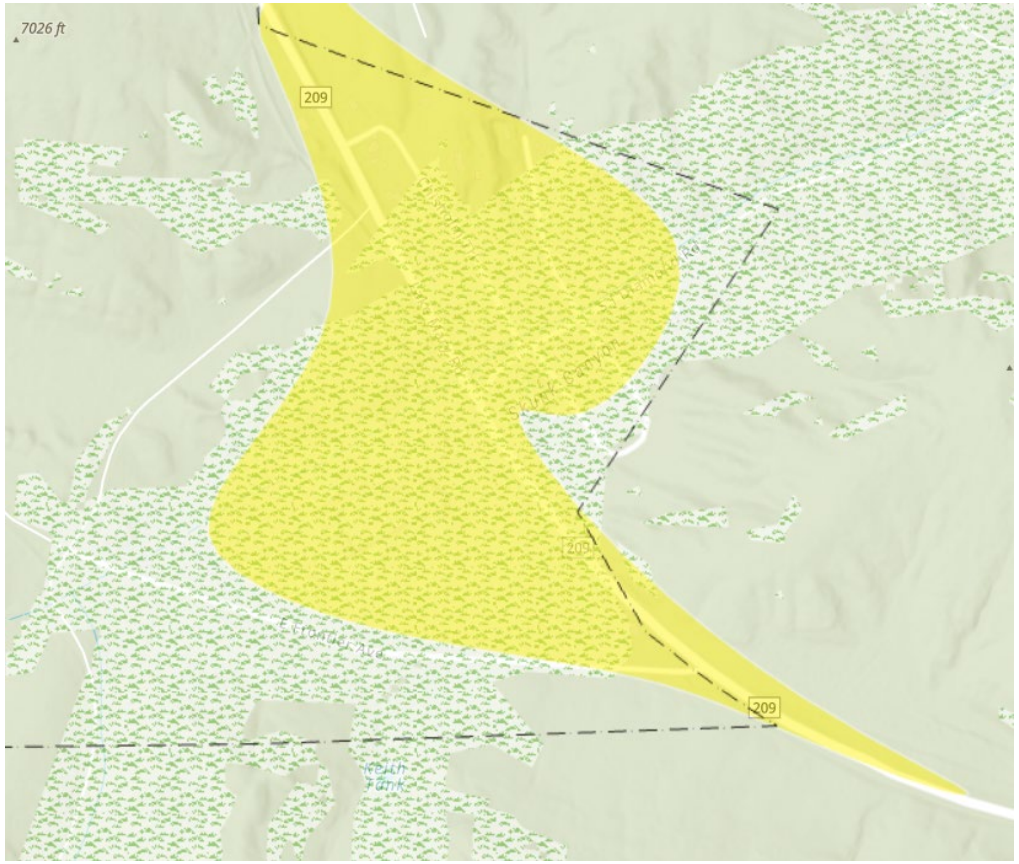
10-22 units/acre in RPO outside Activity Center

Regional Plan

Existing Suburban Neighborhood

2-13 units/acre

Effective Density Range of 10-13 units/acre



Regional Plan Future Land Use Map identifies site as existing Suburban Neighborhood

Proposal includes 202 units: 162 market rate, 40 affordable units (20%)

13.96 acres x 13 units/acre = 181 units

181 units x 20% = minimum 36 affordable units, 40 proposed

181 x 45% = 81 additional units

262 allowed units, 202 proposed

Incentives

Affordable Housing Incentives

- Provides 20% Category 1 affordable units (min. 36 units, 40 proposed)
  5 or more incentives allowed, 1 used
- Receives 45% density bonus (81 units)

Category 1: serves up to 80% of the area median income (AMI), and it provides permanent affordability through both rental and ownership opportunities.

Site Layout

2 and 3 story apartment buildings

Unit Mix: Multi-Family Style (71 units)

Unit Type	Unit Count
One Bedroom	35
Two Bedroom	30
Three Bedroom	6

Unit Mix: Townhome style (131 units)

Unit Type	Unit Count
Two Bedroom	84
Three Bedroom	47

HR Zone Minimum Setbacks
Front: 10’, 15’ above second story
Side: 5’
Rear: 15’

3 Story structures

Site Design

- Surface parking is internally located
- 3.5’ sidewalks for on-site connectivity between units and amenities
- Right turn lanes provided at both entrances off Lake Mary Road

Building Design

Type 1

Type 2

Type 3

Type 4

Type 5

Type 6

Type 7

Type 8

Type 9

Type 10

Type 11

Type 12

Building Design - Elevations

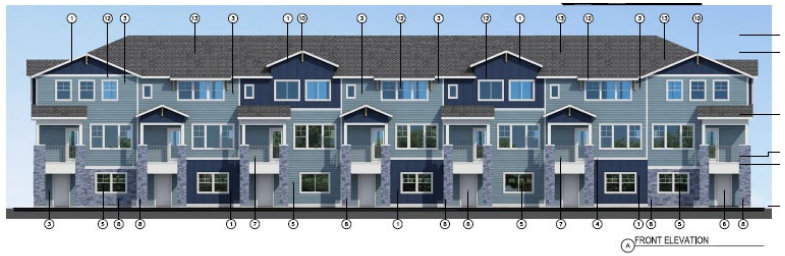
Type 1

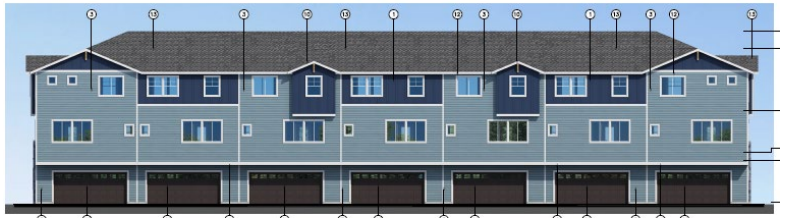
Type 2

Type 3

Type 4

Type 5





Type 6

Building Design - Elevations

Type 7

Type 8

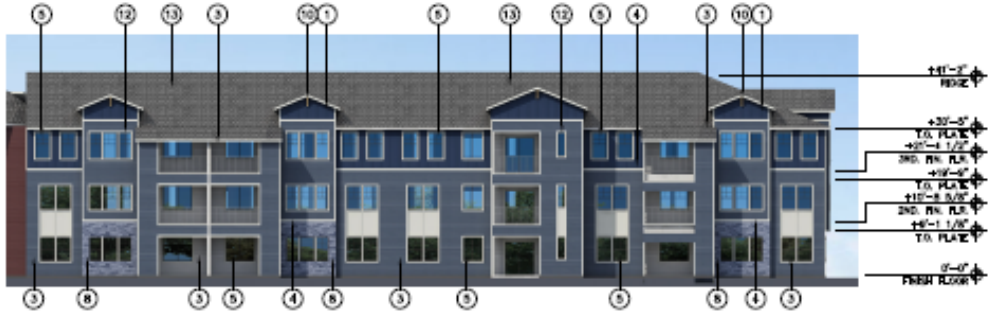
Type 9

Type 10

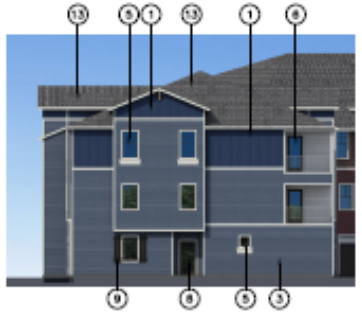
Type 11

Building Design - Elevations

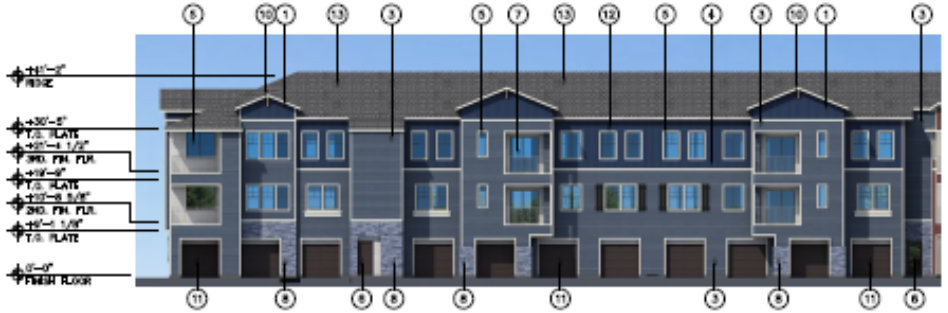
A SOUTH-WEST ELEVATION



C SOUTH ELEVATION



G EAST ELEVATION



B NORTH ELEVATION

F NORTH-EAST ELEVATION

E NORTH -WEST ELEVATION

Type 12

Common Space

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Common Space and Civic Space

- 15% common space required, 19% provided in amenity areas distributed throughout site
- At the time of site plan approval, the project was required to provide 5% of the site as civic space. This is provided in amenity areas. Code no longer requires civic space for residential-only development

Resource Protection

Forest Preservation

50% Required, 54% Proposed

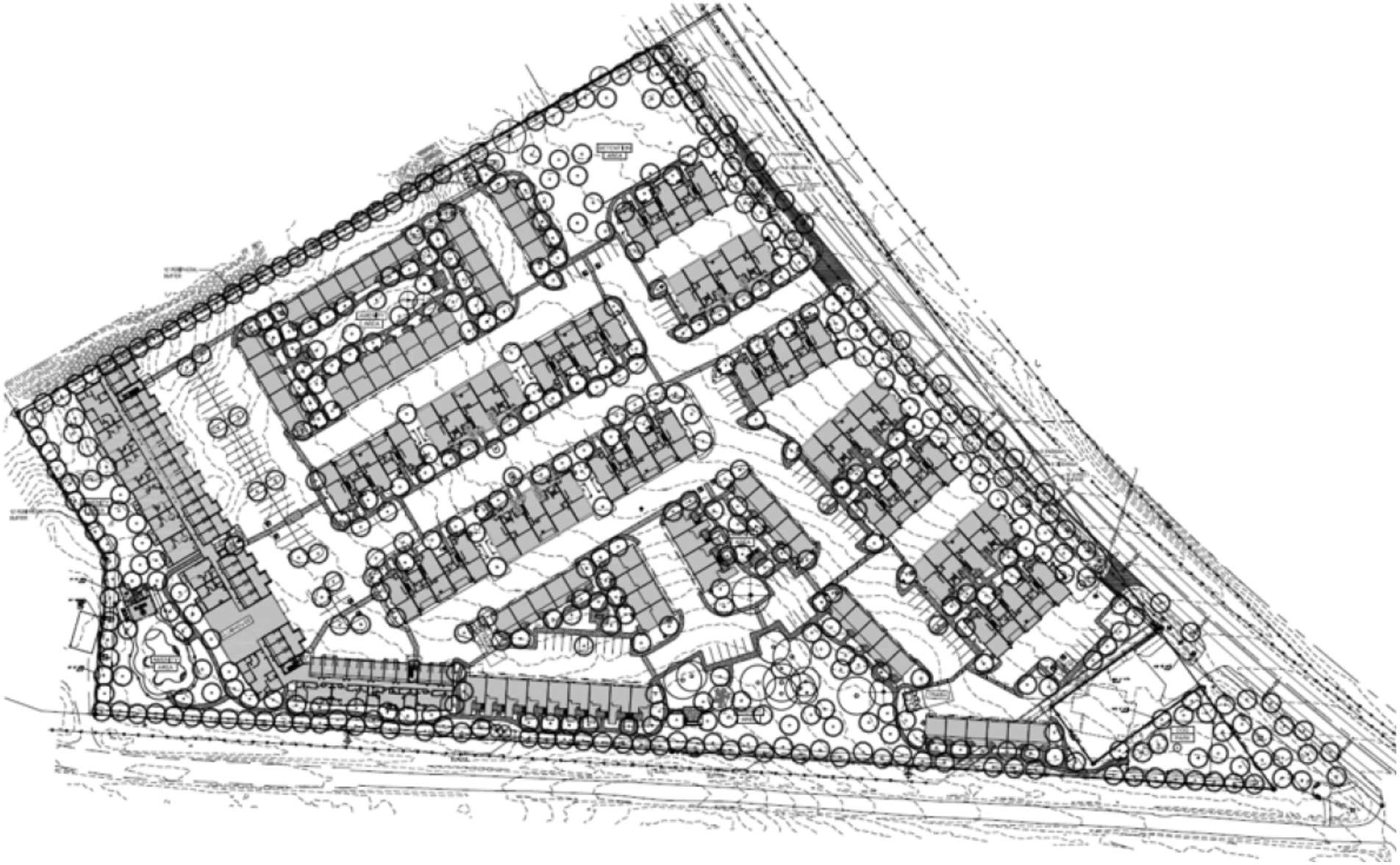
Majority of preserved resources are protected in common space area along southern boundary

Slope and Floodplain

No steep slopes meet dimensional requirements for preservation

No floodplain on-site

Preliminary Landscape Plan



Public Systems Impact Analysis

Traffic/Right of Way Impact

- Estimated peak hour trip generation of 81 vehicles/hour AM, 99 vehicles/hour PM

Stormwater

- DIA performed to study existing and proposed conditions. Proposed stormwater system sufficient to handle 100-year 24-hour storm event.

Water/Wastewater

- WSIA completed August 2022. Site is within urban growth boundary and can be served by City water and sewer utilities. Water line to be extended on-site and looped. Wastewater to be served by pressurized sewer system, held private until City can adopt pressurized system. City staff are working on a text amendment to allow the adoption of pressurized systems.

Citizen Participation

Neighborhood Meetings

- Applicant held two neighborhood meetings on November 10, 2022 and March 15, 2023.
- Approximately 25-30 people attended both meetings.
- Concerns included traffic, incompatibility with surrounding development, and potential impacts to nature and wildlife.

Planning & Zoning Commission Meeting

- Meeting held on October 23, 2024
- Citizen concerns included Stormwater, lack of pedestrian connections or sidewalk, recreational and athletic use of Lake Mary being impacted by traffic in addition to the previous concerns raised.

Development Agreement

The primary purpose of this agreement is to set out roles and responsibilities in regard to the following (not limited to):

Housing

- Administration of the Affordable Housing units
  - Use of Vouchers: HUD Housing Choice and Veterans Affairs Supportive Housing (VASH)
  - Maximum household income for new affordable lease: 80% AMI
  - Permanent affordability: 30 years

- Minimum lease term: 30 days market-rate, 60 days for affordable units (12 months initial lease term for affordable units), except as part of an emergency rental assistance program

Utilities

- The City and developer obligations for public improvements to water and wastewater systems
  - Future connections and reimbursement: Sewer system to be designed to handle anticipated discharges beyond required for this project, reimbursement as stated in Code Section 7-08
  - Pressurized system to high point will be privately held unless adopted by City
  - Gravity system from high point to be adopted by City

Findings for Zoning Map Amendment

Findings:

1. The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;
2. The proposed 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; and
3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Findings

Finding #1: Conformance with the General Plan

- Existing Suburban Neighborhood Area Type
- Bonus units not counted toward Density*

* Per published Regional Plan interpretation

Findings

Finding #2: Community Benefits and Public Good

- 40 units of Category 1affordable housing (80% AMI), 162 market-rate
- Sewer service extended to area currently unserved by City sewer

Findings

Finding #3: Site is Physically Suitable

Meets applicable codes and requirements

- Site Plan Submittal was approved on December 22, 2022, subject to Direct to Ordinance Zoning Map Amendment

Mitigates any impacts determined by impact analyses

- Traffic Impact Analysis (TIA) completed
- Water and Sewer Impact Analysis (WSIA) completed
- Drainage Impact Analysis (DIA) completed
- Off-site improvements required: Water and Sewer extended, sidewalk along Lake Mary Rd constructed in front of site

Recommendation

The Planning & Zoning Commission forwards the request to City Council with a recommendation of denial, unable to meet the findings.

If Council disagrees, approve with the following suggested conditions:

1. The subject property must be developed in accordance with the approved site plan and the conditions of approval dated December 22, 2022. Modifications (other than minor modifications) to the approved site plan will require an amendment to this Direct to Ordinance Zoning Map Amendment request.
2. All other requirements of the Zoning Code and other City codes, ordinances and regulations, shall be met by the proposed development.
3. All terms, conditions, and restrictions detailed within the "Lake Mary Housing Development Agreement" must be fully satisfied.
4. In the event the property is rezoned and the Developer fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Estate Residential (ER) in accordance with A.R.S. § 9-462.01. Civil Plan approval will not be granted until the following condition precedent is met:
   a) The Developer obtains the required approvals from the National Forest Service to locate the pressurized sewer line in National Forest Service property.
5. Affordable Housing Incentives are being requested for this Project. Zoning Code Section 10-30.20.020.I includes eligibility requirements. To ensure compliance with the Zoning Code, the developer shall implement a minimum of one (1) of the following items with final construction permit approvals:
   a) Extend the Flagstaff Urban Trails System ("FUTS") from the existing terminus at John Wesley Powell and Lake Mary Road, down Lake Mary Road to the Site along the west side of Lake Mary Road, in general conformance with the Comprehensive Plan Map 26d: Existing and Planned Flagstaff Urban Trails, as amended November 3, 2022; or
   b) Provide a minimum of five (5) electric bikes with a minimum range of twenty-five (25) miles at the rental office/clubhouse that shall be made available to residents for use for travel to/from the Site on a reservation basis.

Joseph Leyva
2210 N 7th Street
Phoenix, AZ 85006
10/29/2024

Flagstaff City Council
211 W Aspen Avenue
Flagstaff, AZ 86001

Dear Flagstaff City Council Members,

I am writing to express my strong support for the proposed multi-family development located at S Lake Mary Rd. and Frontier Rd. As a neighboring developer who has worked on projects that have contributed to growth and improvement, I have seen firsthand the positive impact that thoughtfully designed residential developments can bring to our community.

This proposed 202-unit property presents an important opportunity to address Flagstaff's growing need for diverse housing options. With the city's rising population and an increasing demand for affordable housing, this development will help alleviate some of the pressures on Flagstaff's housing market, providing much-needed rental units for local residents, young professionals, and families.

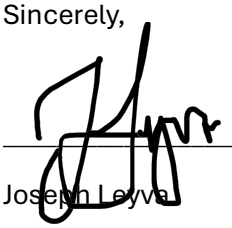
The development's design prioritizes sustainable practices and community integration, aligning with Flagstaff's commitment to responsible growth and environmental stewardship. With plans to incorporate green spaces, energy-efficient buildings, and ample amenities, this project not only enhances the aesthetic of the community but also promotes a balanced, environmentally conscious lifestyle for its future residents.

Additionally, I am confident that the project will contribute positively to the local economy. The construction phase alone will provide jobs for local tradespeople, while the finished development will support businesses and services in the area, boosting economic growth and creating a more vibrant neighborhood.

In my experience, well-planned multi-family developments like this one not only address housing shortages but also enrich the community. This project embodies Flagstaff's vision for sustainable growth, and I wholeheartedly recommend its approval by the City Council.

Thank you for your time and consideration of this significant project.

Sincerely,



Joseph Leyva

Owner of Neighboring 5 acre Property at 4619 S LAKE MARY RD
joseph@gupdev.com
(602) 435-3847

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ben Mejia, Planner

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-46: A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the Lake Mary Housing Development Agreement between the City of Flagstaff and Flagstaff OZ Ventures, LLC. related to the development of approximately 13.96 acres of real property generally located at 4631 South Lake Mary Road and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-46 by title only
2. City Clerk reads Resolution No.2024-46 by title only (if approved above)
3. Adopt Resolution No. 2024-46

Executive Summary:

State law allows the City to enter into development agreements by resolution. The proposed agreement governs the terms and conditions for the development of the real property generally located at 4631 South Lake Mary Road, including affordable housing and required infrastructure improvements (water, sewer).

Financial Impact:

There are no financial impacts identified as part of this request.

Policy Impact:

There are no policy impacts identified as part of this request.

Previous Council Decision or Community Discussion:

City Council voted unanimously (7-0) in support at the first read of the rezoning request associated with this request. Council amended the conditions of the rezone to require the construction of the Flagstaff Urban Trails System section proposed by the developer.

Options and Alternatives to Recommended Action:

1. The City Council may approve the Development Agreement as presented.
2. The City Council may approve the Development Agreement with additional, modified, or deleted terms.
3. The City Council may remand the Development Agreement back to staff for additional negotiations with the applicant.
4. The City Council may deny the Development Agreement.

Background and History:

The request for a Development Agreement accompanies the Direct to Ordinance Zoning Map Amendment (PZ-21-00213-01) filed by Snell and Wilmer, LLP on behalf of the applicant Atlantic Development & Investments, LLC, to rezone approximately 13.96 acres from the ER zone with the RPO to the HR zone with the RPO located at 4631 S Lake Mary Road.

The subject property is vacant land located along S Lake Mary Road and is part of a collection of parcels surrounded by Coconino National Forest land. The site is accessed by S Lake Mary Road. The applicant proposes a multi-family development, with 202 units within 23 structures ranging from 2-3 story townhome-style and apartment-style buildings. The developer proposes to provide 20% of the planned number of units as Category 1 Affordable units (currently 40 affordable units proposed). There is no bus service to this area.

The area is currently not served by City Sewer. The project's sewer design requires a portion of the system to be pressurized. The City's Water Services Division will be proposing an amendment to the City Code to allow public pressurized systems. If the amendment is not approved, the pressurized portion of the system will be private, pursuant to 13-09-002-0012. The sewer and water lines will run adjacent to Lake Mary Road and lie within Forest Service property, which will require an amendment to the City's Special Use Permit.

Key Considerations:
Affordable Housing

- The development will include no less than 40 affordable housing units
- The development will allow the use of vouchers in addition to required affordable units: HUD Housing Choice and Veterans Affairs Supportive Housing (VASH)
- The maximum household income for new affordable lease is 80% AMI
- Permanent affordability is defined as 30 years
- Minimum lease terms are 30 days for market-rate, 60 days for affordable units (12 months initial lease term for affordable units), except as part of an emergency rental assistance program

Utilities

- A pressurized sewer system to a high point will be privately held unless adopted by the City, a gravity system from the high point to existing infrastructure will be adopted by the City.
- The sewer system is to be designed and constructed to handle anticipated discharges beyond what is required for this project, any reimbursement will be in conformance with Code Section 7-08.
- A portion of the required utilities is with United States Forest Service land, United States Forest Service approval is required prior to construction of utilities.

Connection to PBB Priorities and Objectives:
Livable Community:

- Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities
- Provide amenities and activities that support a healthy lifestyle

Connection to Regional Plan:
A complete analysis of the Regional Plan goals and policies are included in the attached Planning and Zoning Commission staff report.

Connection to Carbon Neutrality Plan:
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.
FS-2: Encourage new buildings to rely on the electric grid as their main energy source.

Connection to 10-Year Housing Plan:
Create 2.2: Identify suburban areas to support greater density and intensity of development

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Attachments: Presentation
Res. 2024-46
Development Agreement

Lake Mary Housing

Resolution for a Development Agreement

Ben Mejia, AICP

Senior Planner

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Development Agreement

Purpose of the Agreement:

Housing: Administration of the Affordable Housing units

- Use of Vouchers: HUD Housing Choice and Veterans Affairs Supportive Housing (VASH)
- Maximum household income for new affordable lease: 80% AMI
- Permanent affordability: 30 years
- Minimum lease term: 30 days market-rate, 60 days for affordable units (12 months initial lease term for affordable units), except as part of an emergency rental assistance program

Utilities: The City and developer obligations for public improvements to water and wastewater systems

- A pressurized sewer system to a high point will be privately held unless adopted by the City, a gravity system from the high point to existing infrastructure will be adopted by the City.
- The sewer system is to be designed and constructed to handle anticipated discharges beyond what is required for this project, any reimbursement will be in conformance with Code Section 7-08.
- A portion of the required utilities is with United States Forest Service land, United States Forest Service approval is required prior to construction of utilities.

Council Options

1. Approve the Development Agreement as presented.
2. Approve the Development Agreement with additional, modified, or deleted terms.
3. Remand the Development Agreement back to staff for additional negotiations with the owner.
4. Deny the Development Agreement.

RESOLUTION NO. 2024-46

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE EXECUTION OF THE LAKE MARY HOUSING DEVELOPMENT AGREEMENT BETWEEN FLAGSTAFF OZ VENTURES, LLC. AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 13.96 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 4631 SOUTH LAKE MARY ROAD; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Flagstaff OZ Ventures, LLC. ("the Developer") is the owner of approximately 13.96 acres of real property generally located at 4631 S Lake Mary Road (the "Property"); and

WHEREAS, the Developer and the City wish to enter into a development agreement, in the form attached to this Resolution as Exhibit A (the "Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of the Developer and the City; and

WHEREAS, developing the Property under the terms and condition of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and the Developer and the City acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of A.R.S. § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of December, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A. - Development Agreement

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

DEVELOPMENT AGREEMENT AND WAIVER
between
CITY OF FLAGSTAFF
and
FLAGSTAFF OZ VENTURES, LLC.

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into this _____ day of _____, 202_, by and between the City of Flagstaff, an Arizona municipal corporation ("**City**"), and Flagstaff OZ Ventures, LLC, an Arizona limited liability company ("**Developer**").

RECITALS

A. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City.

B. Developer is the owner of real property located at the northwest corner of South Lake Mary Road and Frontier Road, and currently is addressed as 4631 South Lake Mary Road, Flagstaff, Arizona, known as Coconino County Assessor's Office Parcel Number 115-03-001A, which is more specifically described in ***Exhibit "A"*** (the "**Property**").

C. The Property is currently zoned Estate Residential ("**ER**"), and the Developer is requesting a Direct to Ordinance Zoning Map Amendment to rezone the parcel to High Density Residential ("**HR**").

D. The Developer proposes a multi-family residential rental development consisting of 71 apartment type units and 131 townhome style units, as more specifically described in zoning map amendment application Case Number PZ-21-00213-01 (the "**Map Amendment**") and as shown on the proposed Site Plan attached thereto as ***Exhibit "B"*** (the "**Site Plan**").

E. This Agreement is consistent with the Flagstaff Regional Plan 2030 in effect on the Effective Date of this Agreement, as set forth below.

F. The City has an interest in ensuring that the development of the Property complies with City standards for development and engineering improvements, and the City believes that development of the Property pursuant to this Agreement will result in planning, safety, and other benefits to the City and its residents, including, but not limited to, providing additional affordable housing in the City to address the City's housing emergency declared by the City Council via Resolution No. 2020-66.

G. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer by providing assurances to the Developer that it will have the ability to develop the Property within the City pursuant to this Agreement, under the zoning described in Recital C above, and in accordance with the proposed Site Plan to be approved in connection with the rezoning of the Property.

H. The City and Developer acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the parties agree as follows:

1. INCORPORATION OF INTRODUCTION AND RECITALS

The introduction and each of the recitals set forth above are incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 **"Certificate of Occupancy"** shall mean a document issued by an authorized City official setting forth that a building or structure legally complies with the City's building codes, the Flagstaff Zoning Code, and other pertinent state and local requirements, and that the same may be used for the purpose(s) therein.

2.2 **"City"** shall mean and refer to the City of Flagstaff, an Arizona municipal corporation, and any successor public body or entity.

2.3 **"Developer"** shall mean and refer to Flagstaff OZ Ventures, LLC, an Arizona limited liability company, and any successor-in-interest or assignee, as contemplated pursuant to Section 8.14.

2.4 **"Preliminary Water and Sewer Plans"** shall mean and refer to sheets c1 through c13 of those certain plans titled, Water and Sewer Plan and Profile (Project # 21-037) prepared by Civil Design & Engineering, Inc., dated February 13, 2024, provided by Developer to the City and held on file by the City.

2.5 **"Project"** shall mean and refer to the development of the Property for the uses, intensities, and densities currently shown in the Map Amendment and the Site Plan.

3. DEVELOPMENT PLAN

3.1 Scope of Development. The Site Plan sets forth the basic land uses, intensity and density of such uses, relative height, bulk, and size of buildings and structures proposed by Developer, subject to the approval of the Map Amendment and the approval of the Site Plan. As depicted on the Site Plan, this is a multi-family residential rental development consisting of 71 apartment type units and 131 townhome style units. The Developer may request subsequent amendments to the Site Plan in accordance with the City of Flagstaff Zoning Code (the "**Zoning Code**"). Notwithstanding the forgoing, the unit mix and number of units may be modified no more than ten percent (10%) without City Council approval.

4. ENTITLEMENTS

4.1 Zoning Map Amendment. Developer hereby agrees to be subject to all of the terms, conditions, and stipulations of the to-be-approved zoning map amendment ordinance for Case Number PZ-21-00213-01 (the "**Ordinance**") and the approved Site Plan (collectively, the "**Entitlements**"). After approval of the zoning map amendment ordinance, the Developer's failure to obtain a Certificate of Occupancy for the entirety of the Project within seven (7) years of the effective date of the Ordinance shall entitle, but not require, the City, in its sole discretion, to conduct a public hearing for the purpose of considering reverting the HR zoning on the Property to its former zoning classification of ER, in accordance with A.R.S. § 9-462.01.

4.2 Development Standards. For a period of five (5) years from the Effective Date, the development of the Property, as well as the requirements for off-site and on-site public improvements, will be governed by the Zoning Code, ordinances, regulations, rules, guidelines, and policies in effect as of the Effective Date of this Agreement. For any development application(s) made after five (5) years from the Effective Date, the codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of application shall apply. Site Plan modifications may be made according to the Zoning Code so long as they conform to the conditions of the Map Amendment, this Agreement, and the applicable provisions of the Zoning Code. Zoning cases are conditioned upon their associated approved Site Plan. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code, and other Code provisions, regulations, rules, and guidelines will apply to the Project. Developer acknowledges that a failure or delay in imposing any changes to the codes, ordinances, regulations, rules, guidelines, and standards following expiration of the five-year period set forth in this subsection shall not act as a waiver of the City's right to enforce such changes at any time, and that any permits or approvals granted in error (inconsistent with changes to codes, ordinances, regulations, rules, guidelines, and standards) shall be void and of no effect.

5. DEVELOPER OBLIGATIONS

5.1 Affordable Housing. The Project is utilizing the affordable housing incentives allowed in Section 10-30.20 of the Zoning Code, and the Developer desires to provide affordable housing units as described herein. Upon completion of development of the Project, Developer agrees to comply with the plan (the "**Affordability Plan**") set forth in ***Exhibit "C"***, attached hereto and incorporated by this reference. The purpose of these requirements is to ensure that the Developer

sets aside twenty percent (20%) of the overall unit count as income-restricted rental units for households earning, on average, eighty percent (80%) of the Area Median Income ("**AMI**") (with exceptions for existing tenants renewing a lease as set forth in the Affordability Plan) as defined by the United States Department of Housing and Urban Development ("**HUD**"), or its successors. These affordable units must be maintained for thirty (30) years from the date the affordable units are placed into service. Developer will comply with the affordable housing requirements set forth in the Affordability Plan. Additional eligibility criteria and other requirements will be developed in more detail in the Affordability Plan and can be modified only with the express written consent of the City of Flagstaff Housing Director. The Affordability Plan only applies to the affordable units. At the expiration of thirty (30) years from the date the affordable units are placed into service, the Affordability Plan expires and there will be no further obligations associated therewith.

(a) No Discrimination. Developer's property manager shall not discriminate against an applicant's source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing ("**VASH**") Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Flagstaff Housing Authority. Applicants that already possess a voucher will be placed in a market rate unit, provided Developer is paid the market rate in rent inclusive of subsidized amounts. Property management shall allow a tenant to break the lease on an affordable unit without penalty if awarded a Housing Choice Voucher or VASH Voucher, at which time the tenant may sign a new 12-month lease for market rate rent.

(b) Emergency Rental Assistance Funds. Property owner agrees to accept emergency rental assistance funds intended to prevent eviction for qualifying households. Such funds may be provided to property management through state or non-profit agencies, or by tenants.

(c) Minimum Term. No lease or rental agreement, direct or indirect sublease, assignment, or transfer of obligations of a tenant shall be for a period of fewer than sixty (60) days, except for tenants that are part of an emergency rental assistance program.

52 Materials Management. Developer agrees to incorporate infrastructure to support recycling activities on-site. This includes providing space for recycling receptacles, chutes, or dumpsters immediately next to those dedicated for trash within units, trash rooms, and other disposal locations. These areas for trash and recycling should be properly signed with information on items accepted in each stream. Developer agrees to work with the City's Sustainability Section to utilize best practices in diverting debris produced in the construction of the development. Following construction, Developer will work with the Sustainability Section to ensure that the property management of the Project utilizes best-practices in communicating proper recycling protocol to tenants and obtains from the Sustainability Section resources available at no cost to assist in this communication.

5.3 Permits and Building Fees. Developer agrees and understands that upon the submittal date of any application or permit, the current fees in effect at the time of submittal shall apply to the Project.

5.4 Rental / Management. No lease or rental agreement shall be for a period of less than thirty (30) days, except for tenants that are part of an emergency rental assistance program.

5.5 IPAH Requirements. In order to meet the requirements in Section 10-30.20.020.I of Flagstaff's Zoning Code for the Project to be eligible for affordable housing incentives under the City's Incentive Policy for Affordable Housing ("**IPAH**"), Developer shall extend the Flagstaff Urban Trails System ("**FUTS**") from the existing terminus at John Wesley Powell Boulevard and Lake Mary Road down Lake Mary Road to the Property along the west side of Lake Mary Road, in general conformance with Comprehensive Plan Map 26d: Existing and Planned Flagstaff Urban Trails, as amended November 3, 2022 (the "**FUTS Option**"). If Developer elects to implement the FUTS Option, the FUTS may be a paved or aggregate trail and shall be designed in accordance with the Zoning Code. Developer shall install the FUTS extension prior to final Certificate of Occupancy for the Project. The FUTS option shall be deemed a strategy to provide access to alternative transit approved by the City's Planning Director in compliance with Section 10-30.20.020.I.2 of the Zoning Code.

6. WASTEWATER

6.1 General. The parties desire to establish provisions in this Agreement for the construction, operation and maintenance of sewer system improvements that are needed for the City to provide wastewater service for the Project.

6.2 Wastewater Improvements. Developer has previously provided to the City, and the City has approved, a water and sewer impact analysis for the Project prepared by Civil Design & Engineering Inc., titled Lake Mary Housing Public Water & Sewer Impact Analysis, dated August 11, 2022 (the "**WSIA**"). Per the WSIA, the nearest existing City wastewater infrastructure to the Property is sewer manhole 6-162 located near the corner of JW Powell Boulevard and Lake Mary Road, approximately 5,930 feet from the Property (the "**Sewer Manhole 6-162**"). To allow for wastewater discharged from the Project to be treated by the City, Developer shall construct, or cause to be constructed, the following improvements:

(a) Gravity Sewer System. Developer shall construct, or cause to be constructed, at the Developer's sole cost and expense (subject to reimbursement as provided in Chapter 7-08 of the Flagstaff City Code (the "**City Code**") and Section 6.6 of this Agreement), a sewer line extension consisting of approximately 3,030 linear feet from Sewer Manhole 6-162 to a high point located between the Project and Sewer Manhole 6-162 as depicted in the Preliminary Water and Sewer Plans (the "**Gravity Sewer System"**). The Developer shall be responsible for obtaining the necessary property rights and permits to construct the Gravity Sewer System. Upon completion and acceptance by the City of the Gravity Sewer System, the Parties shall execute, acknowledge and deliver such further agreements, documents and/or instruments as may be necessary to convey or dedicate the Gravity Sewer System to the City. Upon acceptance by the City (such acceptance shall not be unreasonably withheld), the Gravity Sewer System

will be operated and maintained by the City at its sole cost and expense.

(b) Pressurized Sewer System. Developer shall construct, or cause to be constructed, at the Developer's sole cost and expense, a lift station and pressurized sewer line consisting of approximately 2,900 linear feet from the Gravity Sewer System to the Property as depicted in the Preliminary Water and Sewer Plans (the "**Pressurized Sewer System**"). The Developer shall be responsible for obtaining the necessary property rights and permits to construct the Pressurized Sewer System. The Pressurized Sewer System shall be privately owned, operated and maintained by a utility on behalf of Developer, unless and until the City, in its sole and absolute discretion, accepts the dedication of the Pressurized Sewer System, or any part thereof, for ownership, operation and maintenance, which the City is entitled to do in accordance with the Wastewater Service Connection Agreement (referenced in Section 6.4 hereof).

6.3 Plans and Specifications; Construction Standards. The Gravity Sewer System and the Pressurized Sewer System (together, the "**Sewer System**") shall be: (a) constructed and installed in accordance with plans and specifications approved by the City, the Arizona Department of Environmental Quality ("**ADEQ**"), and/or other applicable governmental agencies in accordance with applicable laws, codes, regulations and requirements of all governmental agencies having jurisdiction over the Sewer System; and (b) constructed with new materials by a contractor having a valid contractor's license issued by the State of Arizona Registrar of Contractors encompassing the work to be performed.

6.4 Wastewater Service Connection Agreement. The Sewer System shall connect to Sewer Manhole 6-162 (or such other City wastewater facility agreed to by City and Developer) so that wastewater from the Sewer System may be treated at the City's wastewater collection and treatment facilities. Concurrently with the execution of this Agreement, the Parties will execute a Wastewater Service Connection Agreement (the "**Wastewater Service Connection Agreement**") in the form attached hereto as ***Exhibit "D,***" which, among other things, sets forth the rights and obligations of the City and Developer with respect to the construction of the Pressurized Sewer System, the connection of the Pressurized Sewer System to the City's wastewater collection and treatment facilities, and the City's right to accept ownership of the Pressurized Sewer System or any part thereof. Pursuant to the Wastewater Service Connection Agreement, Developer may be entitled to collect "Connection Fees" (as such term is defined in the Wastewater Service Connection Agreement) from persons or entities connecting to the Pressurized Sewer System. Developer acknowledges that any amounts collected as Connection Fees, whether by Developer or its successors or assigns, shall be deducted from any amounts due to Developer pursuant to the "Pressurized Sewer System Repayment Agreement" (as such term is defined in the Wastewater Service Connection Agreement).

6.5 City Wastewater Service. The City hereby agrees to: (a) accept for treatment all wastewater discharged from the Project and delivered to the City's wastewater treatment facilities in accordance with this Agreement and the Wastewater Service Connection Agreement; and (b) reserve sufficient capacity within the City's wastewater collection and treatment facilities to treat the wastewater discharged from the Project for as long as there is (i) an active development application in City review, (ii) an approved Site Plan, or (iii) an active public improvement permit

for development on the Property; provided, however, that notwithstanding the foregoing, the City's obligation to reserve such capacity terminates on the date that is ten (10) years from the effective date of the Ordinance.

6.6 Reimbursement; Gravity Sewer System. City and Developer acknowledge that the Sewer System, which includes the Gravity Sewer System, will be designed to handle the anticipated wastewater discharges from the Project as well as additional units outside of the Project. As such, the parties shall enter into a reimbursement agreement of eligible Developer costs of constructing the Gravity Sewer System in accordance with Chapter 7-08 of the City Code (the "**Gravity Sewer System Repayment Agreement**").

6.7 United States Forest Service; SF-299 Application. The Parties acknowledge and agree that, because the portion of Lake Mary Road in which the Sewer System improvements and Water System Improvements (hereinafter defined) are located is controlled by the United States Forest Service ("**USFS**"), USFS will require its approval of a standard form 299 application ("**SF-299 Application**") before such improvements may be constructed within Lake Mary Road. City and Developer agree to cooperate in seeking to obtain approval of the SF-299 Application from the USFS as follows: Following the City's approval of the civil plans, but prior to issuance of the public improvements permit for the Sewer System and Water System Improvements, City (as the applicant) will submit the SF-299 Application to USFS for its approval; Developer shall be responsible for providing City with all required application materials in order for the City to submit the SF-299 Application, and any additional applications, to USFS and shall pay all fees associated with the SF-299 Application and any additionally-required applications; Developer shall further beresponsible for revising all application materials to address comments from USFS during its review of the SF-299 Application.

7. WATER

7.1 General. The parties desire to establish provisions in this Agreement for the construction, operation and maintenance of water system improvements that are needed for the City to provide water service for the Project.

7.2 Water Improvements. Per the WSIA (defined in Section 6.2), there is an existing waterline within Lake Mary Road that connects to the City's Lake Mary Water Treatment Plant. The existing waterline runs from the Lake Mary Water Treatment Plant along the Lake Mary Road frontage of the Property before turning west along the north edge of Frontier Road where it then dead ends northwest of the Property. In its current state, the existing waterline will not produce enough water to accommodate water service for the Project (for both potable and non-potable uses). To provide water service to the Project, a looped connection will be required to increase the flow rate capacity of the existing waterline. As such, to accommodate City water service to the Project, Developer shall construct, or cause to be constructed, at Developer's sole cost and expense (subject to reimbursement as provided in Section 7.5 and 7.7 below), new water infrastructure improvements to create a looped connection that will increase the flow rate capacity of the existing waterline, as more particularly described in the WSIA (the "**Water System Improvements**"). The Water System Improvements shall include the following as depicted in the Preliminary Water and Sewer Plans: (a) a new 8-inch waterline constructed within Lake Mary Road consisting of approximately 4,711 linear feet from the Property to the Lake Mary Water Treatment Plant; (b) a new 8-inch waterline within the boundaries of the Property consisting of approximately 1,110 linear feet; (c) the replacement of

a portion of the existing 6-inch waterline along the Frontier Road frontage of the Property consisting of approximately 1,100 linear feet with a new 8-inch waterline to create a homogeneous looped system; and (d) an additional approximately 460 feet of dead-end branches of waterline built to service public fire hydrants along with an additional eleven (11) fire hydrants.

7.3 Plans and Specifications; Construction Standards. The Water System Improvements shall be: (a) constructed and installed in accordance with plans and specifications approved by the City, ADEQ, and/or other applicable governmental agencies in accordance with applicable laws, codes, regulations and requirements of all governmental agencies having jurisdiction over the Water System Improvements; and (b) constructed with new materials by a contractor having a valid contractor's license issued by the State of Arizona Registrar of Contractors encompassing the work to be performed.

7.4 Dedication and City Acceptance. Upon completion of the Water System Improvements, the Parties shall execute, acknowledge and deliver such further agreements, documents and/or instruments as may be necessary to convey or dedicate the Water System Improvements to the City. Upon acceptance by the City (such acceptance shall not be unreasonably withheld), the Water System Improvements will be operated and maintained by the City at its sole cost and expense. For purposes of this Agreement, Developer shall be deemed to have completed construction of the Water System Improvements when the improvements are completed and ready for use in accordance with the standards and requirements of the City and other applicable governmental agencies.

7.5 Reimbursement; Water System Repayment Agreement. City and Developer acknowledge that, upon completion of the Water System Improvements, the flow rate capacity for the Water System Improvements will exceed the water service needs for the Project. As such, the parties recognize that other property owners may seek to connect to the Water System Improvements in the future. The parties further recognize and agree, because the Water System Improvements will be dedicated to the City, it will constitute an extension of the City's water system and is eligible for reimbursement in accordance with Chapter 7-08 of the City Code. Within sixty (60) days after completion and acceptance of the Water System Improvements by the City, Developer and City shall enter into a reimbursement agreement providing for the reimbursement of eligible Developer costs of constructing the Water System Improvements in accordance with Chapter 7-08 of the City Code in effect at the time of this Agreement (the "**Water System Repayment Agreement**"). The Water System Repayment Agreement shall include the material terms as set forth in Chapter 7-08 of the City Code.

7.6 City Water Service. The City hereby agrees to: (a) provide water service to the Project for both potable and non-potable uses; and (b) reserve sufficient capacity within the City's water system to provide water service to the Project. The City's obligations in this Section 7.6 shall survive the termination of this Agreement pursuant to Section 9.1.

7.7 Procurement. The Parties acknowledge and agree there are not presently anticipated Developer improvements that would be subject to reimbursement by the City. In the event Developer and the City agree to reimbursement for certain Developer improvements (such as oversized improvements) the contract for the construction of such improvements will be subject to the procurement requirements under A.R.S. Title 34 (Public Buildings and Improvements) and the City's Procurement Code Manual adopted by the City Council on July 16, 2013 (as amended, the

"**Procurement Code"**). Prior to the construction of such improvement, Developer shall send to the City a letter describing the process Developer will utilize to advertise for bids and select the lowest responsive and responsible bidder to perform the work in accordance with the Procurement Code. Upon receipt, the City shall promptly review the letter for compliance with the City's Procurement Code. If the procedures specified in the letter comply with the Procurement Code, the City shall provide its confirmation of such compliance by signing the letter, thereby certifying compliance with the Procurement Code. If the City determines the process described in the letter does not meet the requirements of the Procurement Code, then the City shall return the letter to Developer alongside written corrections to the procedures described in the letter that are required to comply with the Procurement Code.

8. DEFAULT; REMEDIES

8.1 Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof from the party not in default hereunder; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within sixty (60) days.

8.2 Dispute Resolution. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be divided equally between the City and the Developer or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the parties and any party shall be free to initiate litigation upon the conclusion of mediation.

8.3 Developer's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 7.1 above, then, in that event, in addition to all other legal and equitable remedies which the Developer may have, the Developer may terminate this Agreement by written notice delivered to the City.

8.4 City's Remedies. In the event that the Developer is in default under this Agreement, and the Developer thereafter fails to cure any such default within the time period described in Section 8.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Developer.

8.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no rights to develop the Property pursuant to this Agreement.

8.6 No Personal Liability. No current or former member, manager, officer, director,

agent, representative, official, employee or other natural person of the City or Developer when acting within the scope of their official capacity shall be personally liable: (a) in the event of any default or breach by the City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Developer, as applicable, under the terms of this Agreement.

8.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by the Developer.

9. GENERAL PROVISIONS

9.1 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty (30) years from such date; provided, however, that if the City elects to revert the HR zoning pursuant to Section 4.2 of this Agreement, this Agreement shall terminate as of the effective date of the ordinance reverting the HR zoning. Notwithstanding the termination date of this Agreement, Developer has the obligation to provide the affordable units for a term of thirty (30) years from the date the affordable units are placed into service.

9.2 Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:
City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

City of Flagstaff
Attn: City Attorney
211 W. Aspen Ave.
Flagstaff, AZ 86001

To Developer:
Mark D. Breen
Flagstaff OZ Ventures, LLC.
15957 North 81st Street, Suite 101
Scottsdale, AZ 85260

With a copy to:

Snell & Wilmer
Attn: Michael Maerowitz
One E. Washington Street, Suite 2700
Phoenix, Arizona 85004
Email: mmaerowitz@swlaw.com

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered

72 hours following deposit in the United States Postal Service in the manner set forth above; notices given by personal delivery shall be deemed delivered on the date of delivery or the same day if delivery is refused.

9.3 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

9.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

9.5 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the City that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

9.6 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property
Exhibit "B" Site Plan
Exhibit "C" Affordability Plan (including Attachments A-D)
Exhibit "D" Wastewater Service Connection Agreement

9.7 Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

9.8 Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.9 Governing Law; Venue. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

9.10 Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Developer execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

9.11 No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

9.12 Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

9.13 Compliance with All Laws. Developer will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

9.14 Successors and Assigns; Restriction on Assignment by Developer. The rights and obligations of the Parties under this Agreement are covenants that run with the land. The provisions of this Agreement shall inure to the benefit and be binding upon the permitted successors and assigns of the parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

(a) Assignments made by the Developer in connection with obtaining financing, and the exercise of lender remedies with respect thereto;

(b) An assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by the City (such approval shall not be unreasonably withheld by the City); provided, however, that if Developer retains a majority ownership interest and management control in such real estate developer, then, in that event, the City's prior approval shall not be required; or

(c) An assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity that is controlled by, under common control with, or that controls Developer, or that is owned or controlled by a principal of Developer.

With the exception of those instances set forth above, the Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement

to any purchaser without the City's consent (provided that the City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by the City.

9.15 Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

9.16 Estoppel Certificate; Financing. Developer may request of the City Manager by providing written notice, and the City Manager shall, within thirty (30) calendar days respond in writing to Developer: (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to City's knowledge, any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed.

9.17 Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

10. WAIVER OF CLAIM FOR DIMINUTION IN VALUE

Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that the Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S. §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of the City's existing land use laws regarding the Property and including the Ordinance (and all stipulations of approval of the Ordinance) regarding the Property and this Agreement. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws, including the foregoing ordinance and this Agreement, upon the Property.

[*Signature pages follow*]

IN WITNESS WHEREOF, the Developer and City have executed this Agreement as of the day and year first above written.

DEVELOPER:

Flagstaff OZ Ventures, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
County of _____)

On_____, 2024, before me personally appeared_____, whose identity was proven to me on the basis of satisfactory evidence to be the person who s/he claims to be, representing Flagstaff OZ Ventures, L.L.C., an Arizona limited liability company, as its_____, and acknowledged that s/he signed this document on behalf thereof.

_____
Notary Public

My Commission Expires: _____

[Additional signatures follow on next page.]

CITY:

City of Flagstaff, a municipal corporation

By: _____

Name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

Exhibit A

Parcel Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

That portion of Tract B of HES No. 619, which lies in the South half of Section 3, and the Southeast quarter of the Southeast quarter of Section 4, Township 20 North, Range 7 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows: Beginning at Corner No. 6 of HES No. 619;

Thence South 35 degrees 42 minutes East, 490.82 feet to the most Northerly corner of the Slayton parcel;

Thence South 54 degrees 18 minutes West (record South 54 degrees 18 minutes East} along the Northwesterly line of the Slayton parcel, 140 feet;

Thence South 35 degrees 42 minutes East, along the Southwesterly line of the Slayton parcel, 75 feet; Thence North 54 degrees 18 minutes East, along the Southeasterly line of the Slayton parcel, 140 feet; Thence South 35 degrees 42 minutes East, 133.5 feet to corner No. 7 of HES No. 619;

Thence North 86 degrees 12 minutes West, along the line between HES Corner No. 7 and HES Corner No. 8, 1255.45 feet to the Southeasterly corner of the Stone parcel;

Thence North 03 degrees 48 minutes East, 160 feet along the Stone parcel; Thence North 31 degrees 15 minutes West, 181.31 feet along the Stone parcel;

Thence North 60 degrees 15 minutes 30 seconds East, 865.75 feet along the Keith and Cunningham Southeasterly lines;

Thence South 34 degrees 12 minutes East, 313.16 feet to the Point of Beginning.

EXCEPT that portion conveyed, to Newell Dean and Carol Joanne Despain in instrument recorded in Docket 1375, Page 657.

Exhibit B

Site Plan

Exhibit C

Affordability Plan

This Affordability Plan ("Affordability Plan") pertains to the Development Agreement between the City of Flagstaff, an Arizona municipal corporation ("City"), and Flagstaff OZ Ventures, LLC, an Arizona limited liability company ("Developer"), with respect to the Developer's multi-family residential rental development project to be located at the northwest corner of South Lake Mary Road and Frontier Road, currently addressed as 4631 South Lake Mary Road, Flagstaff, Arizona, and known as Coconino County Assessor's Office Parcel Number 115-03-001 (the "Project"). The Project is planned to consist of 71 apartment type units and 131 townhome style units. All of the Project's units will be for rent. A total of 20% of the overall unit count for the Project will be set aside as affordable units ("Affordable Units") and subject to this Affordability Plan. This Affordability Plan does not apply to the Project's market rate units and serves to detail the requirements set forth in Section 5.1 of the Development Agreement. This document can be modified only upon the express written agreement of the City's Housing Director and the Developer. The affordable housing program described in this Affordability Plan is not federally run.

Affordable Program Details

- 20% of the overall unit count for the Project will be set aside as affordable units .
- The property management company will be responsible for tenant eligibility determination and overall management of the affordable units, with oversight by the City of Flagstaff Housing Section.
- Biannual reports must be submitted to Housing Section staff, refer to Reporting Requirements.
- Each initial Lease term shall be 12 months.

Income Requirements

- The maximum household income for new leases shall not exceed 80% AMI, refer to Attachment A.
- Maximum household income served shall not exceed 80% AMI, except for existing tenants renewing a lease as follows:
    - Existing tenants recertifying their income at lease renewal may continue to qualify for an Affordable Unit if: (i) the tenant's household income does not exceed 120% AMI; and (ii) no more than 10 of the Affordable Units (which represents approximately 5% of the total number of units within the Project) shall be rented to tenants whose household income exceeds 80%.
- The average household income among all the Affordable Unit tenants shall not exceed 80% AMI.

Affordable Rent Requirements

- The maximum monthly rental price will be implemented according to the affordable rent limits by bedroom size set forth in Attachment B. The rent limits are provided by City staff annually and account for different unit sizes and varying income levels. In the event that market rate rents are lower than the rent limits provided, the tenant shall be charged market rate rent. If this occurs, the number of required affordable units must be maintained by serving lower AMI households whose rental rates are below market.

- Since utilities are not included in the cost of rent at the property, a basic utility allowance shall be deducted from the maximum monthly affordable housing payment. Refer to the utility allowance table provided in Attachment C to find the appropriate allowance based on unit size. City staff will work with the property management company before certificates of occupancy are issued to calculate the utility allowances based on utility services onsite.
- *Affordable Rent Calculation Example*: A qualifying tenant's gross annual household income is $42,000, with a gross monthly income of $3,500, which places the household in the 60% AMI category. As a single person, they are placed in a 1-bedroom apartment with a rent of $1,050.
    - The utility allowance (all electric) for a 1-bedroom is $165.
    - The affordable rent calculation for this tenant is as follows:
        - Deduct for utility allowance: $1,050 – $165 = $885
        - Final affordable rent payment = $885

Additional Eligibility Requirements

Though this Affordable Rental Program is not federally administered, the City defers to certain eligibility criteria from the Section 42 Low Income Housing Tax Credit (LIHTC) program. If an applicant's eligibility is in question, management shall reference the "Qualifying Residents" section of the Arizona Department of Housing's (ADOH's) LIHTC Compliance Manual. For example, full time students who are claimed as dependents on a guardian's taxes do not qualify for affordable units, however, management shall refer to the Compliance Manual for exceptions.

All applicants interested in an affordable unit will be required to fill out a Tenant Income Certification (TIC) form (refer to Attachment D), or similar application approved by the City. The following recertification and screening procedures differ from the LIHTC Compliance Manual:

> **Lease Renewal and Recertification.** Annual income recertification shall occur at lease renewal. Notice of recertification for affordable units will be required at least 90 days prior to lease expiration. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by management in accordance with building codes and unit availability. If household income exceeds 100% AMI, the Developer, at its discretion, Developer must require the affordable unit tenant to either vacate or sign a new lease at market rate pricing; provided, however, Developer may alternatively permit the tenant to renew a lease for an Affordable Unit, if (i) the tenant's household income does not exceed 120% AMI; and (ii) no more than 10 of the affordable units (which represents approximately 5% of the total number of units within the Project) shall be rented to tenants whose household income exceeds 100% AMI.
>
> **Screening Process**. Program applicants will be subject to the same background screening process as all other applicants at the property. Unsatisfactory results from the screening process may lead to a denial. Screening criteria shall comply with all state and federal laws.

Location of Units

Commencing at issuance of Certificate of Occupancy, affordable units shall be available for eligible tenants. The Affordable Units shall be scattered throughout the Project's buildings to the extent feasible; however, the location of each unit does not have to be fixed.

Reporting Requirements

The property management company will determine applicant eligibility and oversee administration of the affordable units. The City of Flagstaff Housing Section will monitor the performance of the property management company through a reporting process biannually and may conduct onsite file monitoring. Reporting on the affordable units will occur every 6 months on July 1 and January 1. The affordable unit report shall include the following information:

- Provide the unit number and size of each unit
- Name and household size of each tenant
- Gross annual household income for all tenants 18 years or older
- Average household AMI of all tenants
- Final affordable rent payment. Include math showing the base affordable housing payment and the utility allowance deduction.
- Relevant notes about the status of lease renewals or any other issues reviewed by management
- Indicate which units are vacant and their size
- Provide proof of active marketing of the affordable units (See Advertising below).

Advertising

Property management shall post information about available affordable units on https://www.myhousingsearch.com. Additionally, property management may advertise affordable units on the property's website, rental listing websites, social media platforms, or may contact City of Flagstaff Housing Section about additional advertising methods.

Attachment A: Area Median Income Limits

2024 Area Median Income Limits for Flagstaff, AZ

Affordable Rental Program

Household size	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80% Max Income for Initial Lease	85%	90%	95%	100% AMI Max Income for Recertifying Tenants
1	$21,000	$24,500	$28,000	$31,500	$35,000	$38,500	$42,000	$45,500	$49,000	$52,500	$56,000	$59,500	$63,000	$66,500	$70,000
2	$24,000	$28,000	$32,000	$36,000	$40,000	$44,000	$48,000	$52,000	$56,000	$60,000	$64,000	$68,000	$72,000	$76,000	$80,000
3	$27,000	$31,500	$36,000	$40,500	$45,000	$49,500	$54,000	$58,500	$63,000	$67,500	$72,000	$76,500	$81,000	$85,500	$90,000
4	$29,970	$34,965	$39,960	$44,955	$49,950	$54,945	$59,940	$64,935	$69,930	$74,925	$79,920	$84,915	$89,910	$94,905	$99,900
5	$32,370	$37,765	$43,160	$48,555	$53,950	$59,345	$64,740	$70,135	$75,530	$80,925	$86,320	$91,715	$97,110	$102,505	$107,900
6	$34,770	$40,565	$46,360	$52,155	$57,950	$63,745	$69,540	$75,335	$81,130	$86,925	$92,720	$98,515	$104,310	$110,105	$115,900
7	$37,170	$43,365	$49,560	$55,755	$61,950	$68,145	$74,340	$80,535	$86,730	$92,925	$99,120	$105,315	$111,510	$117,705	$123,900
8	$39,570	$46,165	$52,760	$59,355	$65,950	$72,545	$79,140	$85,735	$92,330	$98,925	$105,520	$112,115	$118,710	$125,305	$131,900

Source: https://www.huduser.gov/portal/datasets/il/il2024/2024sum_mtsp.odn?inputname=METRO22380M22380*Flagstaff%2C+AZ+MSA&area_choice=hmfa&year=2024

The City of Flagstaff will provide new income limits annually as they are made available by HUD.

Attachment B: Affordable Rent Limits

2024 Rental Rates for Flagstaff, AZ
Affordable Rental Program

Bedrooms	Up to 30%	31-35%	36-40%	41-45%	46-50%	51-55%	56-60%	61-65%	66-70%	71-75%	76-80%	81-85%	86-90%	91-95%	96-100%
Efficiency	$525	$613	$700	$788	$875	$963	$1,050	$1,138	$1,225	$1,313	$1,400	$1,488	$1,575	$1,663	$1,750
1 Bedroom	$600	$700	$800	$900	$1,000	$1,100	$1,200	$1,300	$1,400	$1,500	$1,600	$1,700	$1,800	$1,900	$2,000
2 Bedrooms	$675	$788	$900	$1,013	$1,125	$1,238	$1,350	$1,463	$1,575	$1,688	$1,800	$1,913	$2,025	$2,138	$2,250
3 Bedrooms	$749	$874	$999	$1,124	$1,248	$1,374	$1,498	$1,623	$1,748	$1,873	$1,998	$2,123	$2,247	$2,373	$2,497
4 Bedrooms	$809	$944	$1,079	$1,214	$1,348	$1,484	$1,618	$1,753	$1,888	$2,023	$2,158	$2,293	$2,427	$2,563	$2,697
5 Bedrooms	$869	$1,014	$1,159	$1,304	$1,448	$1,594	$1,738	$1,883	$2,028	$2,173	$2,318	$2,463	$2,607	$2,753	$2,897

The City of Flagstaff will provide updated rent limits after the release of HUD's AMI limits each year. The rent limits shown are considered the total monthly housing payment, inclusive of basic utilities. If utilities are not included in rent, the appropriate utility allowance is deducted from the numbers shown above. See Attachment C for the Utility Allowance table.

Attachment C: Utility Allowances

Updated 2023 - Utility Allowances Table PROPERTY NAME					
ADDRESSS					
The following allowances are used to approximate the total cost of tenant-paid basic utilities. The total allowance must be deducted from the maximum affordable rental payment calculation. City of Flagstaff Housing staff will provide new utlity allowances as they are available.					
Utility or Service	**Fuel Type**	**Studio**	**1 BR**	**2 BR**	**3 BR**
Heating	Natural Gas	$18	$20	$26	$34
	Bottled Gas	$24	$26	$34	$44
	Electric	$38	$48	$86	$114
	Electric – Heat	$38	$48	$86	$114
	Other				
Cooking	Natural Gas	$2	$3	$5	$6
	Bottled Gas	$2	$4	$6	$8
	Electric	$5	$6	$10	$15
	Other				
Other Electric		$24	$27	$37	$50
Water Heating	Natural Gas	$5	$6	$10	$12
	Bottled Gas	$6	$8	$13	$16
	Electric	$9	$14	$23	$34
	Electric - Heat	$9	$14	$23	$34
Water		$29	$33	$41	$60
Sewer		$11	$17	$25	$41
Trash Collection		$20	$20	$20	$20
Other – specify					
		$240	**$294**	**$445**	**$602**

Attachment D: Tenant Income Certification Form (TIC)

Arizona Department of Housing

TENANT INCOME CERTIFICATION

☐ Initial Certification ☐ Recertification ☐ Other _____

☐ Unit Transfer - from unit # _____

Effective Date: _____

Move-In Date: _____ (MM/DD/YYYY)

PART I - DEVELOPMENT DATA

Property Name: _____ County: _____ BIN #: _____ PISD: _____

Address: _____ Unit #: _____ # Bdrms: _____ Sq. Ftge.: _____

PART II - HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth	F/T Student	Last 4 Digits of Social Security No. or Alien Reg. No	Race	Ethnicity	Disabled?
1									
2									
3									
4									
5									
6									
7									

PART III - GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
TOTALS	$	$	$	$

Add totals from (A) through (D) above — **TOTAL INCOME (E):** $

PART IV - INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Assets	(I) Annual Income from Assets
			$	$
			$	$
			$	$
			$	$
			$	$
		TOTALS:	$	$

Enter Column (H) Total — Passbook Rate — If over $5000 $ _____ X 0.06% — (J) Imputed Income: $

Enter the greater of the total of column I or J: Imputed Income. — **TOTAL INCOME FROM ASSETS (K):** $

(L) Total Annual Household Income from all Sources [Add (E)+(K)]: $

Have you disposed of any asset(s) valued at $1,000 or more in the past two years for less than the fair market value? ☐ Yes ☐ No

I/We certify that the total value of assets owned by all household members as of the Effective Date (stated Above) is $

The total annual income derived from the assets is $

Assets include cash held in savings and/or checking accounts, trust funds, equity in real estate and other capital investments, stocks, bonds, Treasury bills, certificates of deposit, money market funds, IRA accounts, retirement and pension funds, lump sum receipts (i.e., lottery winnings, insurance settlements, etc.) and personal property held as an investment (i.e. gem or coin collections, paintings, antiques, etc). Do not include necessary personal property such as furniture, automobiles and clothing.

PART V - DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES From item (L) on page 1 $

Current Income Limit per Family Size $

Household Income at Move-In $

Household Size at Move-In: $

Household Meets Income Restriction at:
☐ 60% ☐ 50% ☐ 40%
☐ 30% ☐ 20% ☐ _____ %

Average Income Test use below:
☐ 80% ☐ 70% ☐ 60% ☐ 50%
☐ 40% ☐ 30% ☐ 20% ☐ _____ %

Unit #:

RECERTIFICATION ONLY:
Current Income Limit x 140%
$

Household Income exceeds 140% at recertification? ☐ Yes ☐ No

PART VI - RENT

Tenant Paid Rent $

Utility Allowance $

Other Non-Optional Charges $

GROSS RENT FOR UNIT: $
(Tenant paid rent Utility Allowance & Other Non-Optional Charges)

Maximum Rent Limit for this Unit: $

Unit meets rent restriction at:
☐ 80% ☐ 70% ☐ 60% ☐ 50%
☐ 40% ☐ 30% ☐ 20% ☐ _____ %

Federal Rent Assistance $

Non-Federal Rent Assistance $

TOTAL RENT ASSISTANCE $

*** Source of Federal Assistance**

1 ** HUD Multi-Family Project Based Rental Assistance (PBRA)
2 Section 8 Moderate Rehabilitation
3 Public Housing Operating Subsidy
4 HOME Rental Assistance
5 HUD Housing Choice Voucher (HCV), tenant-based
6 HUD Project-Based Voucher (PBV)
7 USDA Section 521 Rental Assistance Program
8 Other Federal Rental Assistance

** (PBRA) Includes: Section 8 New Construction/Substantial Rehabilitation; Section 8 Loan Management; Section 8 Property Disposition; Section Section 202 Project Rental Assistance Contracts (PRAC)

* Source: ☐

PART VII - STUDENT STATUS

Are All Occupants Full Time Students?
☐ Yes ☐ No

If yes, enter Student Explanation* (also attach documentation)
*Enter 1-5 _____

***Student Explanation**

1 TANF assistance
2 Job Training Program
3 Single parent/ dependent child
4 Married/joint return
5 Formerly received foster care assistance

PART VIII - PROGRAM TYPE

Mark the program(s) listed below (a through e) for which the household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

☐ a. Tax Credit
See Part V above

☐ b. HOME
Income Status
☐ ≤ 50% AMGI
☐ ≤ 60% AMGI
☐ ≤ 80% AMGI
☐ OI**

☐ c. Tax Exempts
Income Status
☐ ≤ 50% AMGI
☐ ≤ 60% AMGI
☐ ≤ 80% AMGI
☐ OI**

☐ d. AHDP
Income Status
☐ ≤ 50% AMGI
☐ ≤ 80% AMGI
☐ OI**

☐ e. _____ (name of program)
Income Status
☐ ≤ _____
☐ ≤ _____
☐ OI**

** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

HOUSEHOLD CERTIFICATION & SIGNATURE OF OWNER/REPRESENTATIVE

The information on this form will be used to determine maximum income eligibility. I/We have provided for each person set forth in Part II acceptable verfications of current anticipated annual income. I/We agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/We agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/We certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes the act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature _____ Date _____ Signature _____ Date _____

Signature _____ Date _____ Signature _____ Date _____

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE **TITLE** **DATE**

Arizona Department of Housing

TENANT INCOME CERTIFICATION Continued

BIN #: _____

Unit #: _____

PART II - HOUSEHOLD COMPOSITION Continued									
HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth	F/T Student	Last 4 Digits of Social Security No. or Alien Reg. No	Race	Ethnicity	Disabled?
8									
9									
10									

PART III - GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS) Continued				
HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$

PART IV - INCOME FROM ASSETS Continued				
HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Assets	(I) Annual Income from Assets
			$	$
			$	$
			$	$
			$	$
			$	$

Exhibit D

Wastewater Service Connection Agreement

See following pages.

WASTEWATER SERVICE CONNECTION AGREEMENT

This Wastewater Service Connection Agreement (this "**Connection Agreement**") is entered into as of this___ day of_____, 202 by and among Flagstaff OZ Ventures, LLC, an Arizona limited liability company (the "**Developer**") and the City of Flagstaff, an Arizona municipal corporation (the "**City**") and relates to the connection of a privately owned and operated wastewater line to the City's wastewater collection and treatment facilities, as further described herein.

RECITALS

A. Developer and City have executed that certain Development Agreement of even date with this Connection Agreement (the "**Development Agreement**") whereby Developer will construct a multi-family residential development (the "**Project**") on that certain real property legally described in Appendix A hereto and incorporated herein by this reference (the "**Property**").

B. To allow for wastewater from the Project to be treated by the City, Developer intends to construct certain wastewater facilities consisting of a pressurized sewer line, a lift station and a gravity sewer line, as particularly described and set forth in the Development Agreement (the "**Sewer System**").

C. Pursuant to the Development Agreement, the Developer and the City are required to enter into this Connection Agreement for the connection of the Sewer System to the City's wastewater collection and treatment facilities.

D. Pursuant to the Development Agreement, the Developer and the City desire to enter into this Connection Agreement to establish the rights and obligations of Developer and City with respect to the construction of the Sewer System, the connection of the Sewer System to the City's wastewater collection and treatment facilities and the City's treatment of wastewater from the Project. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Development Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, and in further consideration of the mutual covenants and conditions set forth below, Developer and City mutually covenant and agree as follows:

SECTION I
PRESSURIZED SEWER SYSTEM

1.01 Construction by Developer. Developer shall construct the Pressurized Sewer System (as defined in the Development Agreement) in accordance with the terms of the Development Agreement.

1.02 Ownership and Operation. The parties acknowledge and agree that the City Code does not currently permit the City to own and operate a pressurized wastewater system, which includes the Pressurized Sewer System. However, the City is currently evaluating a text amendment (the "**Text Amendment**") to its City Code, which, if approved, would permit the City to own and operate all or part of the Pressurized Sewer System. As such, upon completion of the Pressurized Sewer System, the Pressurized Sewer System will be privately owned and operated by a private utility (the "**Utility**") on behalf of Developer until such time that the Pressurized Sewer System, or a part thereof, is dedicated to the City for ownership and operation, and the City has accepted such dedication in accordance with Section 1.08 of this Connection Agreement. The private Utility that operates the Pressurized Sewer System shall be an entity authorized to operate in Arizona by, and in good standing with, the Arizona Corporation Commission that employs an Arizona Department of Environmental Quality ("**ADEQ**") certified operator holding a current (non-expired) certificate issued by ADEQ in the field of wastewater collection for a grade 1 or higher wastewater collection system.

1.03 Private Utility Agreement. Prior to commencing construction of the Pressurized Sewer System, Developer shall enter into an agreement (the "**Private Utility Agreement**") with the private Utility for the Utility to operate and maintain the Pressurized Sewer System upon completion of construction by Developer. Developer shall provide the City with the opportunity to review and approve the Private Utility Agreement prior to commencing construction of the Pressurized Sewer System, which approval shall not be unreasonably withheld (Developer shall subsequently provide any amendments to the Private Utility Agreement to the City for review and approval). The Private Utility Agreement shall remain in full force and effect until the occurrence, if at all, of either of the following:

a. The City has provided written Notice to Operate as defined and described in Section 1.08 below, the Developer has dedicated the entirety of the Pressurized Sewer System to the City for ownership, operation and maintenance, and the City has accepted such dedication; or

b. Developer and the City have entered into an operation and maintenance agreement for the Pressurized Sewer System (a "**O&M Agreement**"), pursuant to which the City would operate and maintain the Pressurized Sewer System in exchange for payment/fees provided to the City by Developer, subject to the terms therein.

1.04 Connection of Other Wastewater Discharges to Sewer System. The parties recognize other property owners proximate to the Pressurized Sewer System may seek to connect to the Pressurized Sewer System for treatment of wastewater by the City. While the Pressurized Sewer System is owned by Developer, the Developer may permit other residential property owners to connect to the Pressurized Sewer System; non-residential connections may only be permitted with prior City approval, which approval shall not be unreasonably withheld. The City will treat wastewater from the proposed connections, subject to the following requirements and restrictions:

a. A connection fee ("**Connection Fee**") must be paid by the property owner to the Developer. The Connection Fee charged by the Developer for the connection to the

Pressurized Sewer System shall be based on the proposed connection's pro rata share of the total costs of constructing the Pressurized Sewer System as calculated by the total number of units on the parcel seeking to connect for residential uses and by design flow for non-residential uses. For purposes of determining the amount of the Connection Fee, the "total costs" of constructing the Pressurized Sewer System shall include all costs of constructing the Pressurized Sewer System, including the construction contract price, the inspection and permit fees paid to the City, the engineering fees required for the preparation of plans and specifications, and the costs of acquiring the necessary property rights and/or easements to construct and install the Pressurized Sewer System. With Developer's submission to the City of the civil plans for the Pressurized Sewer System, Developer shall provide the City with an engineer's estimate of the probable total costs for the construction of the Pressurized Sewer System (the "**Engineer's Estimate**"); provided, however, the parties recognize and agree that the actual Connection Fee charged by Developer for the proposed connection shall be based on the total costs contained within the Final Costs Report described in the preceding sentence. Following construction of the Pressurized Sewer System, and prior to charging a Connection Fee for any proposed connection, Developer shall provide the City with copies of all invoices from contractors or subcontractors and any other documentation evidencing the total costs of constructing the Pressurized Sewer System (the "**Final Costs Report**"). In addition to the Connection Fee, all connections will be required to pay standard City water and sewer system fees. For such time as Developer, its successors or assigns own all or a portion of the Sewer System, Developer shall cause a report of all Connection Fees collected (each, a "**Connection Fee Report**") to be provided to the City on each anniversary of this Connection Agreement and on the date the City takes possession of the Pressurized Sewer System.

b. A request for sewer impact analysis must be submitted to the City and the analysis completed by the City demonstrating that the additional connection will not exceed the collection and treatment capacity in the City's wastewater collection and treatment facilities. The sewer impact analysis shall be prepared in accordance with the City's requirements and must be submitted to the City prior to civil plan approval for Developer's Project.

c. Following the City's approval of Developer's civil plans for the Project, the City may refuse to approve additional connections prior to the City Acquisition Deadline (defined in Section 1.08 below). If the City has not acquired the Pressurized Sewer System or any part thereof in accordance with Section 1.08 of this Connection Agreement by the City Acquisition Deadline, then additional connections to the Pressurized Sewer System will thereafter be permitted provided the following conditions are met: (i) the City shall complete a sewer impact analysis demonstrating that the additional connection will not exceed the collection and treatment capacity in the City's wastewater collection and treatment facilities; and (ii) a Connection Fee is paid to Developer in accordance with Section 1.04(a) of this Connection Agreement.

d. Developer may execute documents related to Developer's acquisition of property rights necessary to construct and operate the Pressurized Sewer System only after

review and approval of such documents by the City, which approval shall not be unreasonably withheld.

1.05 Connection to City Facilities. City will permit the Pressurized Sewer System to make all necessary connections to wastewater facilities owned by the City so that wastewater from the Pressurized Sewer System may be delivered to the City's wastewater collection and treatment facilities. Prior to connection, Developer will pay all standard City water and sewer system fees.

1.06 Wastewater Acceptance and Treatment. City will accept for treatment all wastewater delivered to the City's wastewater treatment facilities from the Pressurized Sewer System.

1.07. Billing for Wastewater Treatment. While the Pressurized Sewer System is owned by Developer and being operated by Utility on behalf of Developer, the City will bill Utility for all wastewater delivered to City from the Pressurized Sewer System at rates that may not differ materially from rates charged to others in the City's boundaries for wastewater service; provided, however, that if the City determines, as part of acquisition of the Pressurized Sewer System pursuant to Section 1.08 of this Connection Agreement, there are additional maintenance costs to the City associated with the Pressurized Sewer System, the City may assess such costs pursuant to a maintenance agreement with the Utility. City understands and agrees that Utility may recover apportioned payments for the City's wastewater bill from all property owners connected to the Pressurized Sewer System (which includes any other property owners that connect to the Pressurized Sewer System in accordance with Section 1.04 of this Connection Agreement).

1.08 Acquisition by City. During the period commencing on the effective date of this Connection Agreement and ending on the date that is two (2) years after connection of the Pressurized Sewer System to the City's public sewer system (the "**City Acquisition Deadline**"), the City shall have the right, in its sole discretion, to own and operate the Pressurized Sewer System or any part thereof. If the City chooses to acquire and operate the Pressurized Sewer System or any part thereof prior to the City Acquisition Deadline, the City shall exercise its right by giving written notice to Developer of its intent to own and operate the Pressurized Sewer System or any part thereof ("**Notice to Operate**"). The Notice to Operate shall specify the date upon which the City will accept ownership and commence operations of the Pressurized Sewer System or any part thereof, provided that such date specified within the Notice to Operate shall not be later than ninety (90) days from the date of the Notice to Operate. On the date specified in the Notice to Operate, the Pressurized Sewer System or any part thereof indicated by the City shall be dedicated to the City for ownership, operation and maintenance, and the City shall accept such dedication. The Parties shall execute, acknowledge and deliver such further agreements, documents and/or instruments as may be necessary to dedicate the Pressurized Sewer System or any part thereof to the City. If the City does not provide its Notice to Operate to Developer by the City Acquisition Deadline, then the Pressurized Sewer System shall continue to be privately owned and operated, unless thereafter the parties mutually agree to dedicate the Pressurized Sewer System or any part thereof to the City for ownership and operation.

1.09 Reimbursement After Dedication to City. The parties recognize and agree, if the City acquires the Pressurized Sewer System or any part thereof, it will constitute an extension of

the City's sewer system and is therefore eligible for reimbursement under its City Code. Prior to the City's acceptance of the Pressurized Sewer System or part thereof, the parties shall enter into a reimbursement agreement providing for the reimbursement of Developer's eligible costs of constructing that portion of the Pressurized Sewer System in accordance with Chapter 7-08 of the City Code in effect at the time of this Connection Agreement (the "**Pressurized Sewer System Repayment Agreement**"). The Developer's eligible costs of constructing the Pressurized Sewer System shall be reduced by any Connection Fees paid to the Developer, its successors or assigns, as set forth in the Connection Fee Reports.

1.10 Joint Development Agreement. City and Developer have been in discussions with Ascent Lofts LLC ("**Ascent**"), the owner of Coconino County Assessor Parcel Numbers 11503003A, -003B, and -003C (together, the "**Ascent Property**"), which has expressed interest in developing the Ascent Property with a multi-family residential development (the "**Ascent Development**") and connecting the Ascent Development to the Pressurized Sewer System and Water System Improvements in order to receive wastewater and water service for the Ascent Development. Developer and Ascent are currently in negotiations regarding a joint development agreement that, as currently contemplated, would establish provisions regarding the responsibilities to construct the Sewer System and Water System Improvements (as defined in the Development Agreement) and for the sharing of costs between Developer and Ascent for the construction of such improvements (the "**JDA**"). In the event a JDA is executed between Developer and Ascent, City acknowledges and agrees Developer and Ascent may mutually determine the monetary amount each party to the JDA (Developer and Ascent) is responsible for the costs of constructing the Sewer System and Water System Improvements (including, but not limited to, the construction contract price, the inspection and permit fees paid to the City, the engineering fees required for the preparation of plans and specifications, and the costs of acquiring the necessary property rights and/or easements to construct and install such improvements); provided, however (i) the amount paid by Ascent to Developer under the terms of the JDA shall satisfy Ascent's requirement to provide a Connection Fee to Developer (no separate Connection Fee will be required to be paid by Ascent to Developer in order to receive wastewater service pursuant to this Connection Agreement), (ii) the amount paid by Ascent to Developer under the terms of the JDA for the Pressurized Sewer System shall be included in the Connection Fee Report provided by Developer to the City, and (iii) in any future repayment agreement between the Developer and City contemplated by this Connection Agreement or the Development Agreement (namely, the Pressurized Sewer System Repayment Agreement, Gravity Sewer System Repayment Agreement and Water System Repayment Agreement), Developer's eligible reimbursement costs of constructing the Pressurized Sewer System, Gravity Sewer System or Water System Improvements shall be reduced by the amounts paid to Developer by Ascent for such improvements under the JDA.

1.11 Sewer Lift Station. It is Developer's present intent to locate the sewer lift station (to be constructed as part of the Pressurized Sewer System) on either Developer's Property (generally near the northwest corner of the Property next to the retention area shown on the Site Plan) or the Ascent Property. The Parties recognize and agree that the location of the sewer lift station is subject to change and the ultimate location of the sewer lift station will be determined by the civil plans for the Pressurized Sewer System upon approval by the City.

SECTION II
GENERAL PROVISIONS

2.01 Incorporation of Introduction and Recitals. The Introduction and Recitals set forth at the beginning of this Connection Agreement are hereby incorporated by reference and made a specific part of this Connection Agreement.

2.02 Indemnification. Developer will defend, indemnify and hold harmless the City and its officers, directors, agents, and employees from and against any and all claims, damages, judgments, fines, penalties, assessments, costs and expenses, including reasonable attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active negligence or willful misconduct of the party, its agents, servants, employees, contractors or subcontractors in the construction or operation of the Pressurized Sewer System, including operation by the Utility; provided, however, that Developer shall not be required to indemnify the City to the extent of any negligent or wrongful acts of the City.

2.03 Waivers. The failure of either party to this Connection Agreement to enforce any of the provisions of this Connection Agreement or the waiver by either party of any of its rights under this Connection Agreement in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

2.04 Notices. Communications under or relating to this Connection Agreement shall be sent as follows:

Developer:

Mark D. Breen
Flagstaff OZ Ventures, LLC
15957 North 81st Street, Suite 101
Scottsdale, AZ 85260

With a copy to:

Snell & Wilmer L.L.P.
One E. Washington Street, Suite 2700
Phoenix, Arizona 85004
Attn: Michael Maerowitz

City:

City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

With a copies to:

City Attorney
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

Gust Rosenfeld P.L.C.
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004
Attn: Andrew McGuire

Notices shall be in writing and delivered in person or by nationally recognized overnight carrier and shall be effective upon receipt or if delivery is refused, on the same day if in person, or the following business day if by nationally recognized overnight carrier.

2.05 Remedies; Cure Periods. Each party shall be entitled to all rights and remedies available at law or in equity to redress a default under this Connection Agreement by the other party; provided, however, that notwithstanding the foregoing to the contrary: (i) neither party will be liable to the other party for any incidental, consequential, special, punitive, or other indirect damages, regardless of whether such damages arise under breach of contract, tort, or other theory of law; and (ii) no party shall be deemed to be in default under this Connection Agreement unless (a) such party has failed to pay a monetary amount when due under this Connection Agreement and such failure has continued for more than thirty (30) days following written notice of such failure by the other party, or (b) such party has failed to perform any obligation under this Connection Agreement, other than that described in clause (a) above, and such failure has continued for more than sixty (60) days following written notice of such failure by the other party, unless such failure cannot be cured within such 60-day period, in which event no default shall be deemed to have occurred if the party having received such notice commences a reasonably diligent effort to cure such failure within such 60-day period and continues such diligent effort until such failure is fully and completely cured; in no event shall such cure period exceed 120 days.

2.06 Governing Law. This Connection Agreement is governed by and construed in accordance with the laws of the State of Arizona, without giving effect to its conflicts of law provisions.

2.07 Entire Agreement. Following full execution by each party, this Connection Agreement and the Development Agreement contain the entire agreement between Developer and City with respect to the construction of the Sewer System and connection of the Sewer System to the City's wastewater facilities for treatment by the City, superseding all prior communications, understandings and agreements of or between the parties with respect to such subject matter. All changes or amendments to, and any termination of, this Connection Agreement must be in writing and signed by the parties. If any provision of this Connection Agreement is deemed unenforceable by a court of competent jurisdiction, the provision shall be severable and, at the election of the benefitted party to the severed provision, the remainder of the Connection Agreement shall be enforceable.

2.08 Assignment. This Connection Agreement shall be binding upon and inure to the benefit of Developer and City and their respective legal representatives, successors and assigns. Neither Developer nor City shall assign its rights, obligations or interest in this Connection Agreement without the prior written consent of the other, and any attempted assignment without such consent shall be void and of no effect.

2.09 Conflicting Provisions. In the event of any conflict in the terms of this Connection Agreement and the Development Agreement with respect to the Sewer System, this Connection Agreement shall govern and control.

2.10 Counterparts. This Connection Agreement may be executed in multiple counterparts, together which shall constitute one original. This Connection Agreement may be executed by electronic signature attached to the document as finalized by the parties, which shall constitute an original.

2.11 Due Authorization. Each party hereto represents and warrants that the signatory is authorized to bind its respective company and no individual signatory on behalf of a legal entity shall be individually liable hereunder.

[Signature pages follow.]

IN WITNESS WHEREOF, this Connection Agreement has been duly executed by Developer and Landowner as of the day and year first above written.

DEVELOPER:

Flagstaff OZ Ventures, LLC,
an Arizona limited liability company

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of_____)

On_____, 2024, before me personally appeared_____, whose identity was proven to me on the basis of satisfactory evidence to be the person who s/he claims to be, representing Flagstaff OZ Ventures, L.L.C., an Arizona limited liability company, as its_, and acknowledged that s/he signed this document on behalf thereof.

_____
Notary Public

My Commission Expires: _____

[Additional signatures follow on next page.]

CITY:

City of Flagstaff, a municipal corporation

By: _____

Name: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

APPENDIX "A"

Legal Description and Depiction of the Property

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David Pedersen, Capital Improvements Project Manager

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Approval: Change Order 2 with Eagle Mountain Construction for the Beulah/University Realignment Project

STAFF RECOMMENDED ACTION:

1. Approve Change Order 2 for with Eagle Mountain Construction for $390,173.15 and 20 additional calendar days to the contract period.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

There are eight components which comprise Change Order 2 for the Beulah/University Realignment Project. These improvements will complement the existing improvements to ensure the whole project operates more effectively. The modifications requested in this Change Order will improve storm water drainage, mobility, and safety of bike and pedestrians, vehicular access to business, and improved striping within and approaching the new roundabout.

Financial Impact:

This Change Order has eight (8) components to the scope of work. The first component are the changes to the southern Wendy's driveway and the paving of the remnant section of Fresquez Avenue. The second component is correcting the drainage along the western portion of University Avenue with added storm drains and sidewalk improvements. The third item also addresses the drainage issue on the western portion of University Avenue by modifying and raising the associated driveway ramp. The fourth item is the modification of the sidewalk and Burger King driveway along Milton Road and ADA ramp modifications to match existing sidewalks to the new Milton sidewalk. The fifth item is the removal of two dead ponderosa trees that pose a hazard to the public and yet-to-be-opened sidewalks. The sixth item for this Change Order is the payment for the temp striping on the extended portion of Beulah Boulevard, the roundabout, Yale Street, and the west University Avenue leg. The seventh item is the addition of bollards and additional striping at the Yale Street/Fresquez Avenue intersection to disincentive cars driving up the sidewalk to access private property. The final item of this Change Order are the modifications to the stairs at several of the multi-family complexes along the east side of Yale Street. The cost of this Change Order request is $390,173.15. These costs are associated with the extra time and materials for the eight requested items above. The funding for this request will be expensed from the FY2025 authorized budget for the Beulah/University Realignment Project (040-10-112-3040-6). This will be a FY2024-25 expense and will come from project cost savings.

Policy Impact:

There are no policy impacts.

Previous Council Decision or Community Discussion:

The Beulah/University Realignment Project has been before City Council numerous times in the past twenty years. Some of these meetings are shown below: In 2005, the City purchased the 9.23-acre Fresquez property for the purpose of completing the University and Beulah roadway improvements. On 2 December 2014, the City Council approved the P3 Pre-development Agreement between the City of Flagstaff,

Arizona Department of Transportation and Vintage Partners, LLC, which is included with this staff summary. (Initial Agreement for the extension of Beulah Boulevard, realignment of University Avenue, and relocation of ADOT facilities). On 21 August 2017, the City Council approved the Reinstatement of, and First Amendment to the P3 Pre-Development Agreement extending the term. On 20 March 2018, the City Council approved the Third Amendment to P3 Pre-Development Agreement between the City of Flagstaff, Arizona Department of Transportation, and Vintage Partners, LLC. On 17 April 2018, the City Council adopted a resolution (No. 2018-13) authorizing the execution of the Mill Town Development Agreement between Vintage Partners, LLC and the City (Mill Town Development Agreement) On 19 October 2021, the City Council adopted a resolution (No. 2021-44) authorizing the execution of the First Amendment to the Mill Town Development Agreement between Vintage Partners, LLC and the City. On 29 June 2021, where the 60% design plans were discussed. On 14 June 2022, a City Council Report (CCR) was issued to update the City Council on the project. On 6 December 2022, City Council approved the GMP for the construction of the Beulah/University Realignment Project. On 8 October 2024, City staff provided a project update to City Council. Furthermore, City staff has given several project updates at various City Council Retreats since 2022.

Options and Alternatives to Recommended Action:
1. Approve Change Order 2 as recommended. Approval will allow work to move forward; or, 2. Reject approval of Change Order 2 as recommended. This action would delay the Project and likely increase project costs.

Background and History:
The Beulah/University Roadway Realignment Project ("Project") extends the present-day northern terminus of Beulah Boulevard to connect with University Avenue. Furthermore, University Avenue (west of Milton Road) will be realigned to match up with University Drive (east of Milton Road) via a new roundabout where Beulah Boulevard and University Avenue intersect, on the former Fresquez parcel. Additionally, this project will also be constructing a new pedestrian underpass beneath Milton Road, just south of Burger King across to Target. Moreover, the project will also include underground water, sewer, and stormwater infrastructure, several new sections of sidewalks and shared-use paths, as well as landscaping and hardscape throughout the extent of the project. The engineering design of this Project began in June 2018 by Shephard-Wesnitzer, Inc. (SWI). The 60-percent design plans were presented to City Council on 29 June 2021 at which time City Council directed staff to modify the design with a focus on bike and pedestrian components. The modified design was presented to City Council on 5 October 2021. Since this time the plans are nearly finalized, with the only modifications being incorporating the value engineering items. On 24 September 2021, the City procured Eagle Mountain Construction (EMC) as the Construction Manager at Risk (CMAR) for the Project. Since then, EMC has been able to assist the design team from the construction contractor perspective. By bringing EMC on board during the design process, they were able speak to constructability, phasing, availability of materials, and construction costs which helps to bring greater accuracy to Project timelines and budget. The team conducted several value engineering workshops and meetings in the fall of 2022, which resulted in significant project savings, without reducing the scope of the Project. These savings are reflected in the GMP which was approved by City Council on 6 December 2022.

Connection to PBB Priorities and Objectives:
Sustainable and Innovative Infrastructure || Provide, manage, and maintain effective infrastructure for multimodal and active transportation

Connection to Regional Plan:
Chapter X -- Transportation Mobility and Access Goals and Policies - Goal T.1. Improve mobility and access throughout the region. Quality Design Goals and Policies - Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

Connection to Carbon Neutrality Plan:
Decreased Dependence on Cars (DD-2) - Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages. Health and Safety (HS-4) -- Improve the resilience of public infrastructure and City facilities. Water Security (WS-1) -- Improve water infrastructure and expand water reuse.

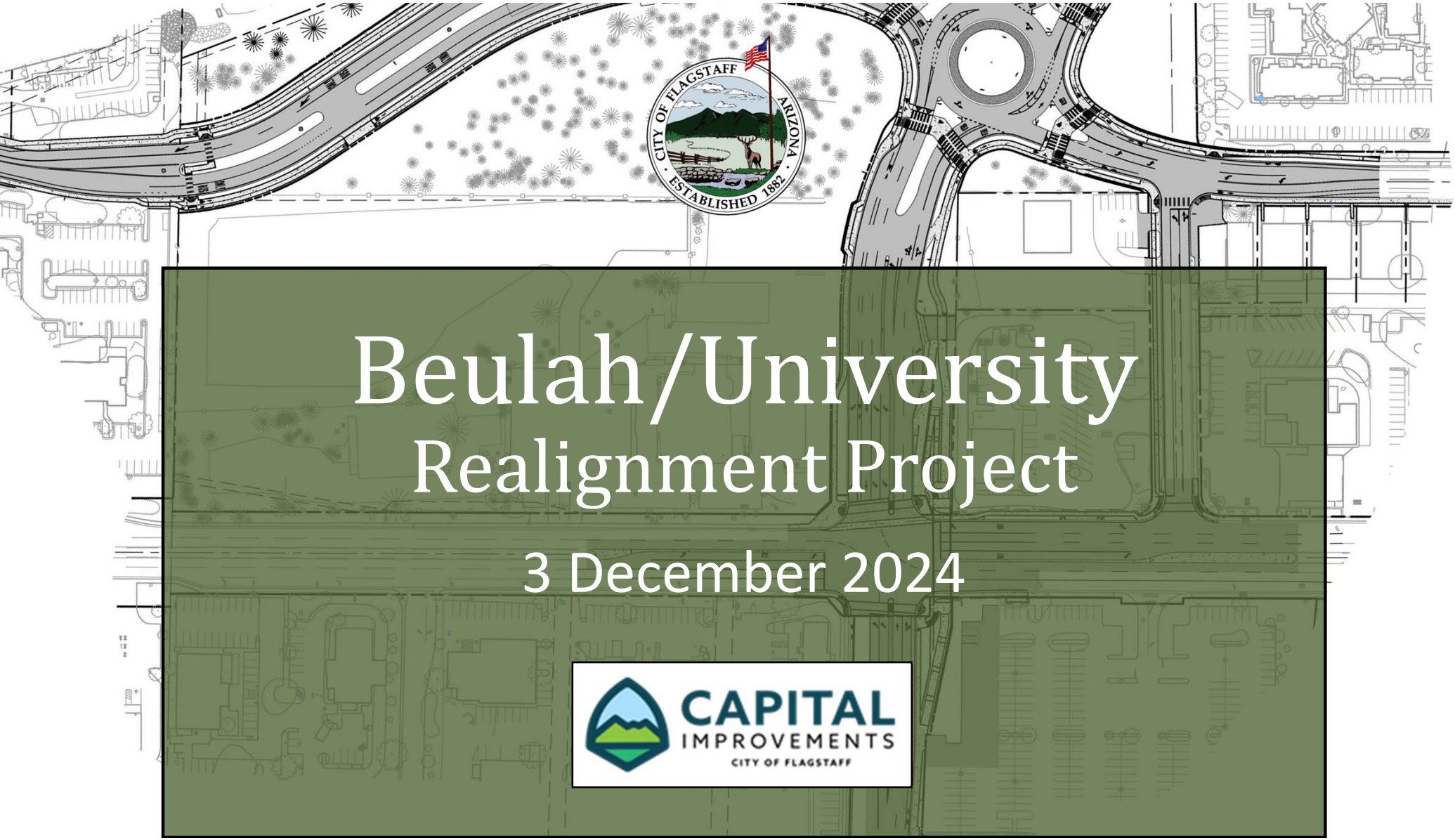
Connection to 10-Year Housing Plan:

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

Connection to Division Specific Plan:
Team Flagstaff Strategic Plan -- Priority 3 Deliver outstanding services through a healthy environment, resources, and infrastructure

---

Attachments: PPT Presentation
Vicinity Map
Change Order 2 - Committee Form

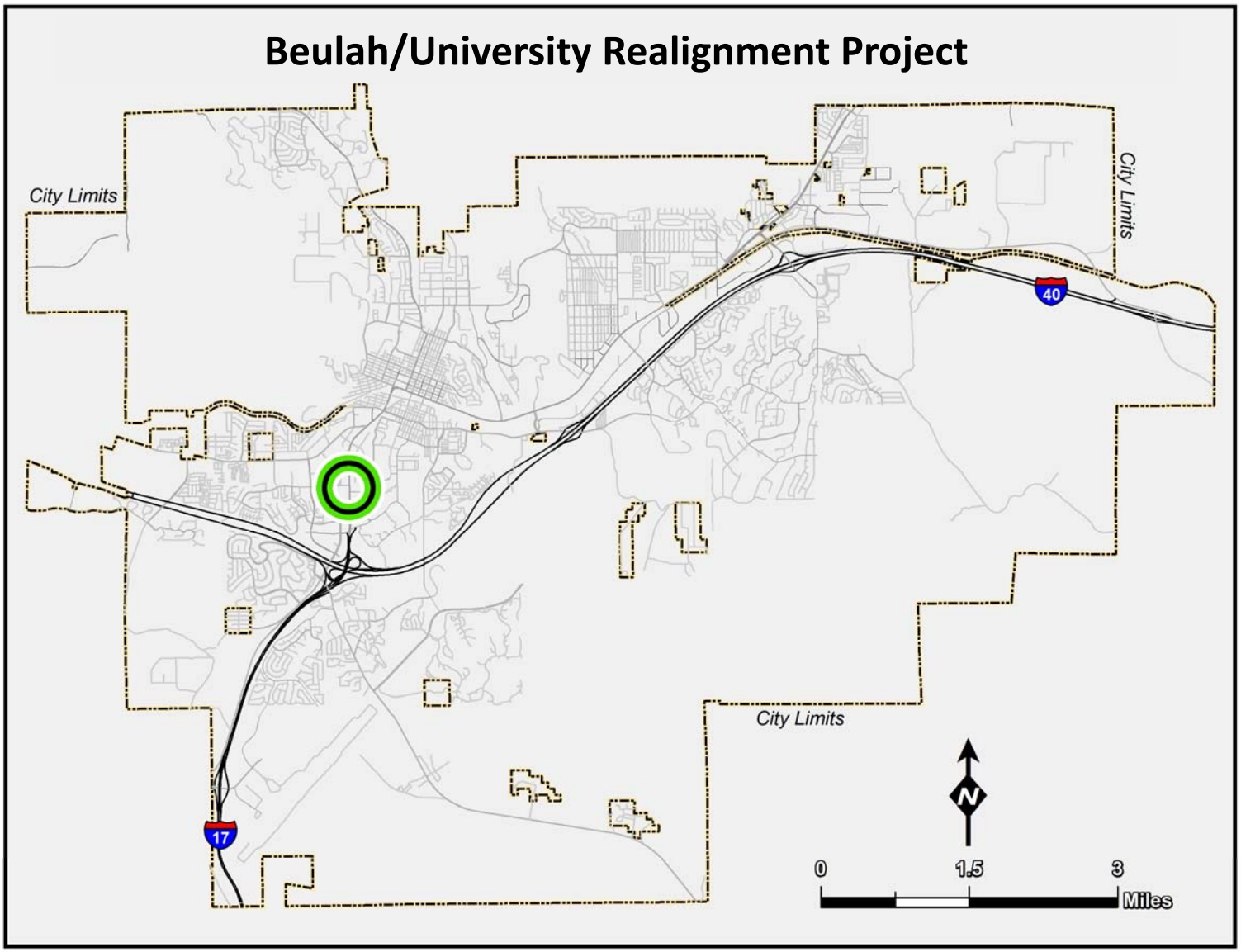


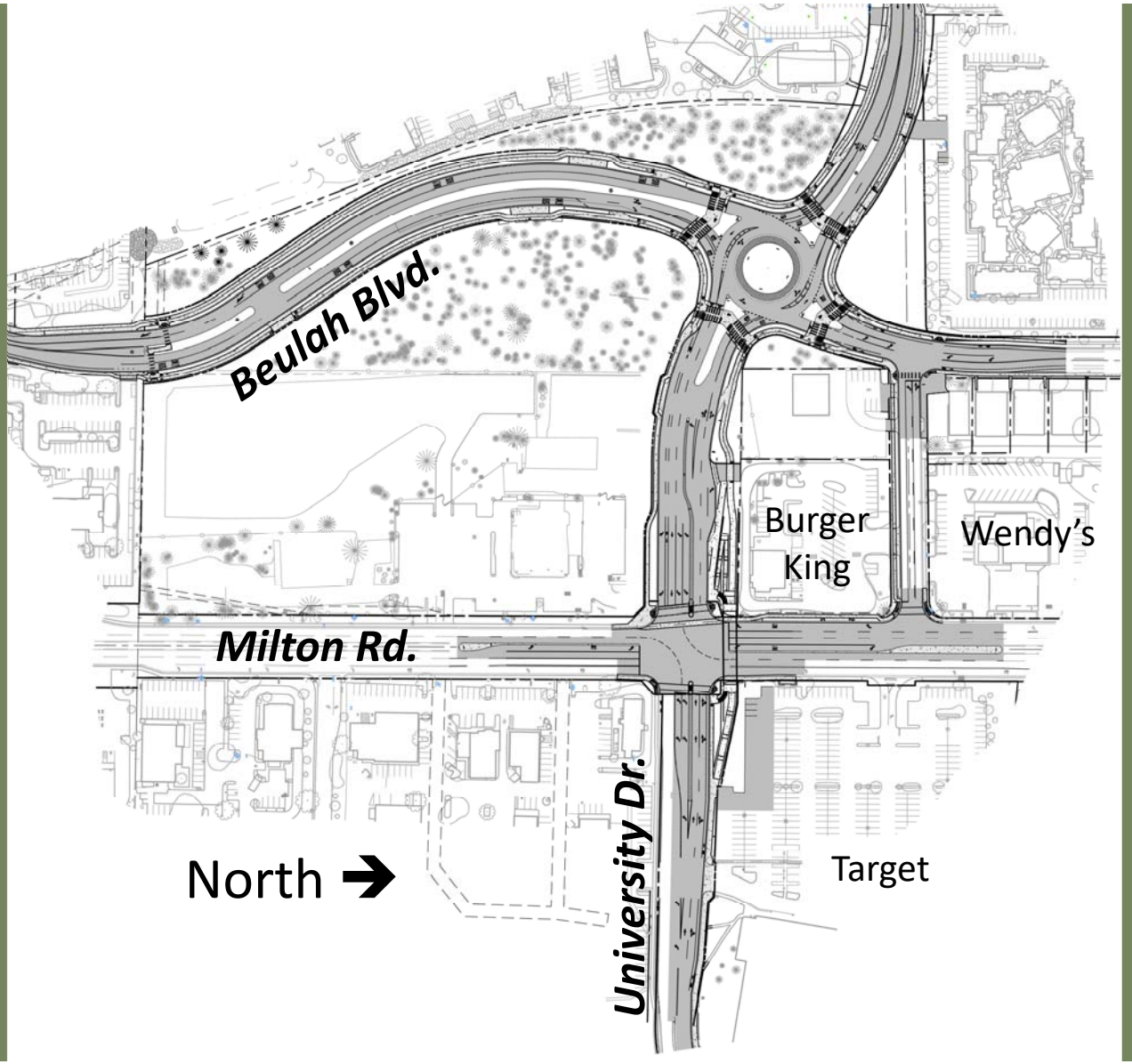
Beulah/University
Realignment Project

3 December 2024

CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

Beulah/University Realignment Project

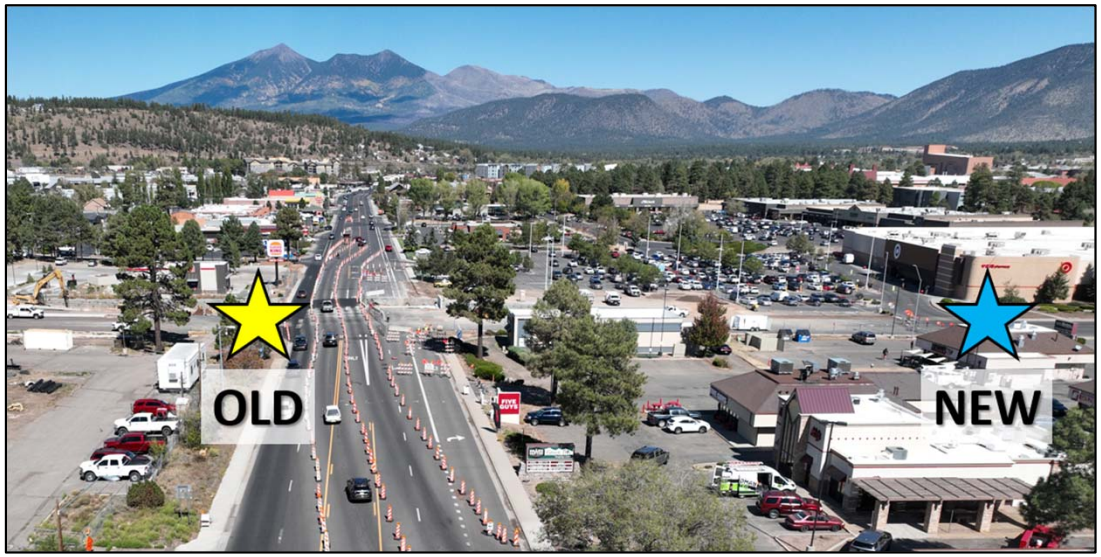



Beulah Blvd.
Burger King
Wendy's
Milton Rd.
University Dr.
North ➔
Target

Change Order 1

Scope of Work:

- Extend the Fiber Optic Conduit Network
  - Two – 4-Inch Conduits (~310 LF)
  - Communication Cabinet, Foundation and Gear
  - Fiber Optic Cable
  - Fiber Optic Splice Closure
- **Cost** = *$94,107.73*
- **Time** = *5 Calendar Days*



Change Order 2

Scope of Work:

Eight Components:

1. Wendy's southern driveway & paving of the remnant section of Fresquez Avenue
2. Correcting drainage along the western portion of University Avenue with added stormwater catch basins and sidewalk improvements
3. Modifying and raising Haven Health driveway ramp
4. Modification of sidewalk and Burger King driveway along Milton and ADA ramp modifications to match existing sidewalks to the new Milton sidewalk

Change Order 2

Scope of Work:

Eight Components:

5. Removal of two dead ponderosa trees
6. Temporary striping on the extended portion of Beulah Boulevard, the roundabout, Yale Street, and west University Avenue
7. Bollards and additional striping at Yale Street/Fresquez Avenue
8. Modifications to the stairs at multi-family complexes (Yale Street)

Cost = *$390,173.15* **Time** = *20 Calendar Days*

Project Schedule

- **Winter 2024/2025**
  - *All Four Lanes of Milton Re-Opened (until Spring 2025)*
  - *New RAB and Beulah Extension Re-Opened (Not to Milton)*
  - *Surface Ped Crossing on South Side of Milton/University Intersection*
  - *Ramps, Stairs, Landscaping Walls on Entries to Tunnel*
  - *Eastbound University Drive for NAU Graduation*
- **Spring 2025**
  - *Permanent Pavement, New Medians, and Striping (Milton; Up to RAB)*
- **Summer/Fall 2025**
  - *Finalize Project: Landscaping, Surface Improvements*

Progress

- **Based on Payments Paid**
  - *$15,784,371 of $19,403,441 or* ***~81%***

- **Based on Days of Contract**
  - *597 of 902 or* ***~66%***

Questions

Thank You

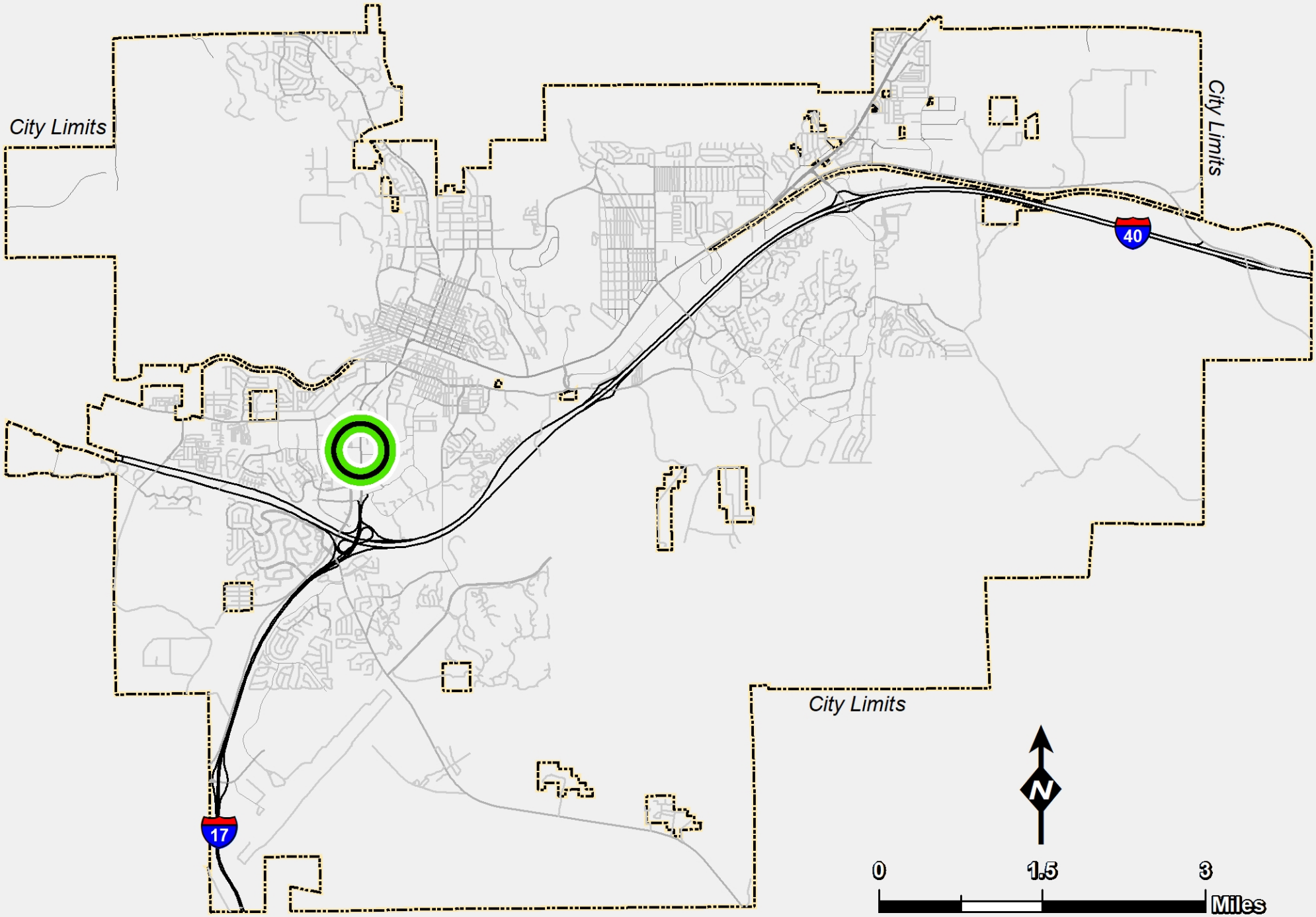
David Pedersen
Project Manager Senior Lead
Capital Improvements
dpedersen@flagstaffaz.gov
Office :: 928.213.2677

Sign Up for Weekly Updates!

Project Website

SCAN ME

Beulah/University Realignment Project



CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☐ DESIGN CONTRACT CHANGE ORDER NO.
☑ CONSTRUCTION CONTRACT CHANGE ORDER NO. 2
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO. ST3040 **PROJECT NAME:** Beulah/University Realignment Project

FILE NO. 03-16005 **PROJECT MANAGER:** David Pedersen

FIRM NAME: Eagle Mountain Construction

Purchase Order Number: 23-003132 | **Line Number:** 1 | **Amount** $ 19,403,440.73

Change Order originated by: ☑ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ DESIGN FIRM ☐ OTHER: _____

DETAILED DESCRIPTION:

This Change Order has eight (8) components to the scope of work. The first component are the changes to the southern Wendy's driveway and the paving of the remnant section of Fresquez Avenue. The second component is correcting the drainage along the western portion of University Avenue with added storm drains and sidewalk improvements. The third item also addresses the drainage issue on the western portion of University Avenue by modifying and raising the associated driveway ramp. The fourth item is the modification of the sidewalk and Burger King driveway along Milton Road and ADA ramp modifications to match existing sidewalks to the new Milton sidewalk. The fifth item is the removal of two dead ponderosa trees and pose a hazard to the public and yet-to-be-opened sidewalks. The sixth item for this Change Order is the payment for the temp striping on the extended portion of Beulah Boulevard, the roundabout, Yale Street, and the west University Avenue leg. The seventh item is the addition of bollards and additional striping at the Yale Street/Fresquez Avenue intersection to disincentive cars driving up the sidewalk to access private property. The final item of this Change Order are the modifications to the stairs at several of the multi-family complexes along the east side of Yale Street.

JUSTIFICATION:

These eight asks culminate into a more efficient and complete Beulah/University Realignment Project. These improvements will complement the existing improvements to ensure the whole project operates more effectively. The modifications requested in this Change Order will improve stormwater drainage, mobility and safety of bike and pedestrians, vehicular access to business, and improved striping within and approaching the new roundabout.

TIME ANALYSIS:

This Change Order will add 20 calendar days to the contract period. The contract period is now 923 calendar days with an ending date of 12 October 2025.

COST ANALYSIS:

The cost of this Change Order request is $390,173.15. These costs are associate with the extra time and materials for the eight items listed in the Detailed Description section. The funding for this request will be expensed from the FY2025 authorized budget for the Beulah/University Realignment Project (040-10-112-3040-6). This will be a FY2025 expense.

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Beulah/University Realignment	☐ **Design** ☑ **Construction** ☐ **Other**
PROJECT NO. ST3040	**FILE NO.** 03-16005
ACCT. NO. 040-10-112-3040-6-4441 100.00 %	
ACCT. NO. _____ %	
COUNCIL APPROVAL DATE: 12/06/2022	**ORIGINAL CONTRACT AMOUNT:** $ 19,309,333.00
PROJECT BUDGET (FY 24 **)** $ 6,924,055.00	**PROJECT BUDGET (FY** 25 **)** $ 9,874,044.00
NOTICE TO PROCEED DATE: 04/03/2023	**ORIGINAL CONTRACT PERIOD (calendar days):** 850
ORIGINAL COMPLETION DATE: 07/31/2025	**ORIGINAL CONTRACT ALLOWANCE:** $ 299,000.00
DESIGN FIRM: Eagle Mountain Construction	

Change Orders Revision Date	C.O. Amount New Total	C.O. Days New Total	Start Date New Comp. Date	REASON FOR CHANGE
1				PLEASE SEE DETAILS ON PAGES 4 & 5
2				
3				
4				
5				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.If there are more than 5 Change Orders, please request a separate form from Purchasing that includes additional spaces. Thank you!

			END DATES		
ORIGINAL CONTRACT PERIOD	850 **Days**	**(**	07/31/2025 **)**	**ORIGINAL CONTRACT**	**$** $ 19,309,333.00
PRIOR TIME CHANGES	53 **Days**	**(**	09/22/2025 **)**	**TOTAL PRIOR VALUE CHANGES**	**$** $ 94,107.73
THIS TIME CHANGE	20 **Days**	**(**	10/12/2025 **)**	**VALUE OF THIS CHANGE**	**$** $ 390,173.15
NEW CONTRACT PERIOD	923 **Days**	**(**	10/12/2025 **)**	**NEW CONTRACT**	**$** $ 19,793,613.88

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO. _____
☐ DESIGN CONTRACT CHANGE ORDER NO. _____
☑ CONSTRUCTION CONTRACT CHANGE ORDER NO. 2
☐ CONTRACT ALLOWANCE UPDATE NO. _____

PROJECT NO. ST3040 **PROJECT NAME:** Beulah/University Realignment Project

FILE NO. 03-16005 **PROJECT MANAGER:** David Pedersen

SIGNATURES

SUBMITTER

Project Manager	11/21/2024 Date	**Approved Signature**	
Department Head	11/19/2024 Date	**Approved Signature**	Digitally signed by Paul Mood Date: 2024.11.19 15:22:03 -07'00'

COMMITTEE

Water Services	11/21/2024 Date	**Approved Signature**	Douglas Slover Jr Digitally signed by Douglas Slover Jr DN: cn=Douglas Slover Jr, o, ou, email=dslover@flagstaffaz.gov, c=US Date: 2024.11.21 08:43:29 -07'00'
Public Works	11-21-2024 Date	**Approved Signature**	
City Engineering	11/21/24 Date	**Approved Signature**	
City Attorney	Date	**Approved Signature**	Absent
Finance	Date	**Approved Signature**	Martin Donohoe Digitally signed by Martin Donohoe Date: 2024.11.22 08:21:43 -07'00' Adobe Acrobat version: 11.0.23
Purchasing (Chair)	Date	**Approved Signature**	Patrick Brown Digitally signed by Patrick Brown Date: 2024.11.22 09:11:15 -07'00'

EXECUTIVE

City Manager	Date	**Approved Signature**	

Council Meeting Date (if required) 12/03/2024 **Council Approved?** Yes ☑ No ☐

We have given careful consideration to the proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, and perform all services necessary for the work specified.

FIRM NAME: Eagle Mountain Construction **Signature:** Jason Woods Digitally signed by Jason Woods DN: C=US, E=jason.woods@emcaz.com, O=Eagle Mountain Construction, CN=Jason Woods Date: 2024.11.19 14:55:42-07'00'

Date: 11/19/2024 **Print Name and Title:** Jason Woods Project Manager

Change Orders	C.O. Amount	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	New Total	New Comp. Date	
1	$ 8,978.49	0.00	12/6/2022	Field Order 1 - Landscaping and Fencing Changes (Allowance Funding)
8/22/2023	$ 19,309,333.0	850.00	7/31/2025	
2	$ 78,326.86	10.00	12/6/2022	Field Order 2 - Additions and Changes to Plans (Allowance Funding)
9/26/2023	$ 19,309,333.0	860.00	8/10/2025	
3	$ 7,537.45	0.00	12/6/2022	Field Order 3 - Concrete modifications for new gas line (Allowance Funding)
10/3/2023	$ 19,309,333.0	860.00	8/10/2025	
4	$ 5,277.90	3.00	12/6/2022	Field Order 4 - Replacement of Curb and Gutter (Allowance Funding)
10/4/2023	$ 19,309,333.0	863.00	8/13/2025	
5	$ 3,793.94	0.00	12/6/2022	Field Order 5 - Change in Water Line Material (Allowance Funding)
10/17/2023	$ 19,309,333.0	863.00	8/13/2025	
6	$ 7,203.68	0.00	12/6/2022	Field Order 6 - Replacement of Crosswalk Section (Allowance Funding)
10/20/2023	$ 19,309,333.0	863.00	8/13/2025	
7	$ 14,335.33	0.00	12/6/2022	Field Order 7 - New Lateral Storm Drain Pipe (Allowance Funding)
10/23/2023	$ 19,309,333.0	866.00	8/16/2025	
8	$ 1,947.40	0.00	12/6/2022	Field Order 8 - Median Modification (Allowance Funding)
11/23/2023	$ 19,309,333.0	866.00	8/16/2025	
9	$ 219,208.68	0.00	12/6/2022	Field Order 9 - Increase in Material Costs (Allowance Funding)
2/12/2024	$ 19,309,333.0	866.00	8/16/2025	
10	$ 59,343.95	0.00	12/6/2022	Field Order 10 - Boring Services for Dry Utilities (Allowance Funding)
2/13/2024	$ 19,309,333.0	866.00	8/16/2025	
11	$ 2,281.17	0.00	12/6/2022	Field Order 11 - Hazard Tree Removal (Allowance Funding)
2/15/2024	$ 19,309,333.0	866.00	8/16/2025	
12	$ 3,481.78	0.00	12/6/2022	Field Order 12 - Hazard Tree Removal (Allowance Funding)
3/15/2024	$ 19,309,333.0	866.00	8/16/2025	
13	$ 3,176.17	2.00	12/6/2022	Field Order 13 - Curb and Gutter Replacement (Allowance Funding)
4/16/2024	$ 19,309,333.0	868.00	8/18/2025	
14	$ 23,772.16	4.00	12/6/2022	Field Order 14 - Waterproofing the Ped Underpass (Allowance Funding)
4/26/2024	$ 19,309,333.0	872.00	8/22/2025	
15	$ 2,165.91	0.00	12/6/2022	Field Order 15 - Additional Hand Railing (Allowance Funding)
5/3/2024	$ 19,309,333.0	872.00	8/22/2025	
16	$ 11,791.36	4.00	12/6/2022	Field Order 16 - Landscaping Modifications (Allowance Funding)
5/8/2024	$ 19,309,333.0	876.00	8/26/2025	

17	$ 8,314.40	0.00	12/6/2022	Field Order 17 - Additional Shotcrete (Allowance Funding)
5/16/2024	$ 19,309,333.0	876.00	8/26/2025	
18	$ 59,250.30	10.00	12/6/2022	Field Order 18 - Transformer Modifications (Allowance Funding)
5/22/2024	$ 19,309,333.0	886.00	9/5/2025	
19	$ 2,941.50	0.00	12/6/2022	Field Order 19 - Hazard Tree Removal (Allowance Funding)
5/31/2024	$ 19,309,333.0	886.00	9/5/2025	
20	$ 11,093.67	2.00	12/6/2022	Field Order 20 - Additional Trench and Power Conduit (Allowance Funding)
7/3/2024	$ 19,309,333.0	888.00	9/7/2025	
21	$ 2,881.47	0.00	12/6/2022	Field Order 21 - Hazard Tree Removal (Allowance Funding)
7/22/2024	$ 19,309,333.0	888.00	9/7/2025	
22	$ 15,334.24	0.00	12/6/2022	Field Order 22 - Addition of Surface Crosswalk (Allowance Funding)
8/30/2024	$ 19,309,333.0	888.00	9/7/2025	
23	$ 2,257.15	0.00	12/6/2022	Field Order 23 - Additional Water Service (Allowance Funding)
8/30/2024	$ 19,309,333.0	888.00	9/7/2025	
24	$ 4,676.85	0.00	12/6/2022	Field Order 24 - Additional Shotcrete for Wall Support (Allowance Funding)
10/8/2024	$ 19,309,333.0	888.00	9/7/2025	
25	$ 34,721.76	10.00	12/6/2022	Field Order 25 - Roundabout Ramps Adjustments (Allowance Funding)
10/11/2024	$ 19,309,333.0	898.00	9/17/2025	
26	$ 94,107.73	5.00	12/6/2022	Change Order 1 - Additional Fiber Optic Conduit & Boxes
11/7/2024	$ 19,403,440.7	903.00	9/22/2025	
27	$ 390,173.15	20.00	12/6/2022	Change Order 2 - Added bike/ped, vehicle, and drainage improvements
11/21/2025	$ 19,793,613.8	923.00	10/12/2025	
28				
29				
30				
FINAL PAYMENT	$ 19,793,613.8			
	$19,793,613.88			

Eagle Mountain Construction
3100 N. Caden Ct. - Flagstaff, AZ 86004
AZ ROC 315942, 315943

CHANGE ORDER PROPOSAL

To: **City Of Flagstaff** Project: **University and Beulah Improvements**
Attn: **David Pedersen** FO #: **27** Rev#:
Date: **11/19/24**

Description:

This Change Order is for the additional work on Fresquez and Wendys Driveway. Per Fresquez-Wendy's DW.pdf provided by SWI. Also includes the Changes to BK entrance and SQW along Milton, Additional drainage changes along University Ave, Removal of 2 trees per David P, Stair redesign per owner requested changes, and added bollards at the NE corner of Yale and Fresquez.

EMC CC	#	Description	Quan	Unit	Unit Cost	Subtotal
		CHANGES TO WENDYS DRIVEWAY AND FRESQUEZ AVE.				
		AC Sawcut	113.0	LF	$ 3.00	$ 339.00
		AC Removal	455.0	SY	$ 8.00	$ 3,640.00
		Remove and dispose concrete	230.0	SF	$ 2.00	$ 460.00
		Remove and Dispose concrete curb	100.0	LF	$ 3.00	$ 300.00
		New AC Paving	433.0	SY	$ 85.00	$ 36,805.00
		New Vertical Curb and gutter	100.0	LF	$ 29.00	$ 2,900.00
		New Sidewalk	230.0	SF	$ 15.00	$ 3,450.00
		Curb Termination	4.0	EA	$ 75.00	$ 300.00
		Concrete Driveway	370.0	SF	$ 22.00	$ 8,140.00
		Additional TCP	1.0	LS	$ 4,000.00	$ 4,000.00
		Additonal AC RR				$ -
		AC Removal	470.0	SY	$ 8.00	$ 3,760.00
		New AC Paving	470.0	SY	$ 85.00	$ 39,950.00
		NEW DRAINGES CHANGES TO UNIVERSITY AVE				$ -
		60" SD MH	2.0	EA	$ 9,500.00	$ 19,000.00
		MAG 531 Catch Basin	1.0	EA	$ 8,500.00	$ 8,500.00
		MAG 534-1 Catch Basin	1.0	EA	$ 9,000.00	$ 9,000.00
					$ -	$ -
		18" CMP SD	130.0	LF	$ 115.00	$ 14,950.00
		SD MH connection	1.0	EA	$ 1,500.00	$ 1,500.00
					$ -	$ -
		DEMO			$ -	$ -
		Sawcut AC	600.0	LF	$ 3.00	$ 1,800.00
		Remove AC	115.0	SY	$ 8.00	$ 920.00
		Remove concrete	100.0	SF	$ 2.00	$ 200.00
		Remove concrete curb	40.0	LF	$ 3.00	$ 120.00
		NEW SURFACE IMPROVEMENTS			$ -	$ -
		New AC 5" AC	115.0	SY	$ 85.00	$ 9,775.00
		New Sidewalk	100.0	SF	$ 13.00	$ 1,300.00
		New Curb	10.0	LF	$ 28.00	$ 280.00
		Add new river rock to parkway in between Haven driveways	1,200.0	SF	$ 7.00	$ 8,400.00
					$ -	$ -
		OTHER			$ -	$ -
		Traffic Control	1.0	LS	$ 6,000.00	$ 6,000.00
		Striping	1.0	LS	$ 500.00	$ 500.00
		BURGER KING CHANGES PER SWI DESIGN				$ -
						$ -
	103	Remove and Dispose concrete curb	75.0	LF	$ 2.00	$ 150.00
	105	Sawcut and revomve exisitng concrete	1,626.0	SF	$ 3.00	$ 4,878.00
	205	Construct Pavement Section per Detail 1	1,509.0	SF	$ 22.00	$ 33,198.00
	221	Construct protruding curb	162.0	LF	$ 27.00	$ 4,374.00
	222	Curb Termination	6.0	EA	$ 250.00	$ 1,500.00
	223	Construct Single Curb	77.0	LF	$ 30.00	$ 2,310.00
	230	Construct concrete Sidewalk	180.0	SF	$ 15.00	$ 2,700.00
	234	Construct concrete turndown	25.0	LF	$ 120.00	$ 3,000.00
	250	Decorative Cider bed w/ Weed barrier	1,288.0	SF	$ 9.00	$ 11,592.00
	261	Install Railing per detail 4 on Sheet L-501	45.0	LF	$ 100.00	$ 4,500.00
	270	Adjust Communication Valve cover to FG	1.0	EA	$ 650.00	$ 650.00
	365	Adjust Water Valve cover to FG	1.0	EA	$ 650.00	$ 650.00
	465	Adjust SS MH to grade	1.0	EA	$ 850.00	$ 850.00
		WEST HAVEN DRIVEWAY				$ -
	101	Sawcut Exisiting Pavement	66.0	LF	$ 3.00	$ 198.00
	102	Remove Exisitng AC Pavement	35.0	SY	$ 8.00	$ 280.00
	105	Sawcut and remove Existing concrete	425.0	SF	$ 3.00	$ 1,275.00
	200	AC Paving - Match Exisitng	27.0	SY	$ 85.00	$ 2,295.00

	201	AC Paving Match Existing	8.0	SY	$ 85.00	$ 680.00
	206	Install Scupper Diamond Plate	1.0	EA	$ 3,500.00	$ 3,500.00
	230	Concerte SW 4'	271.0	SF	$ 13.00	$ 3,523.00
	251	Driveway	153.0	SF	$ 22.00	$ 3,366.00
						$ -
		TREE REMOVAL				$ -
		Remove and Dispose onsite tree	1.0	EA	$ 1,000.00	$ 1,000.00
		Remove and Dispose Tree at school	1.0	EA	$ 2,500.00	$ 2,500.00
		TEMP STRIPING DUE TO RAMP DELAYS				$ -
		Temp Striping on West Beulah, RAB and Yale	1.0	LS	$ 12,000.00	$ 12,000.00
						$ -
						$ -
		ADDED BOLLARDS AND ADDITIONAL STRIPING AT YALE/FRESQUEZ				$ -
		Bollards at Apartment complex	2.0	EA	$ 850.00	$ 1,700.00
		Added striping per revised SS04 - 12" Yellow Diagnonal Stripes 30" Apart	135.0	LF	$ 5.00	$ 675.00
		4" Double Yellow Centerline Striping	115.0	LF	$ 3.00	$ 345.00
		REMOVE AND REPLACE STAIR AT YALE APARTMENTS				$ -
						$ -
		Demo Stairs (3 sets)	1.0	LS	$ 4,000.00	$ 4,000.00
		Back fill	1.0	LS	$ 3,500.00	$ 3,500.00
		New Stairs with SS railing	250.0	SF	$ 110.00	$ 27,500.00
						$ -
					Direct Costs	**$ 324,978.00**

Notice to Proceed Date	**3-Apr-23**	
Original Contract Time	850.0	days
Change in time by previous COP's	73.0	days
Revised Contract Time	903.0	days
Change in Time by this COP	20.0	days
Revised Contract Time	**923.0**	days
Revised Contract Completion Date	**12-Oct-25**	

Fee	10.0%	$ 32,497.80
Bond\Insur	3.0%	$ 10,724.27
Tax	5.97%	$ 21,973.08
	Total this COP:	**$ 390,173.15**

Schedule Description:

This change adds an additional 20 days to the Contract time.

Approval - EMC Project Manager Date

Approval - Client Date

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brandi Suda, Finance Director

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:
Public Hearing: FY 2020 and FY2022 Biennial Development Impact Fee Audits

STAFF RECOMMENDED ACTION:

1. Open the Public Hearing
2. Take Public Comment
3. Close the Public Hearing

Executive Summary:
Arizona Revised Statutes (A.R.S.) § 9-463.05 contains statutory guidance, restrictions, and requirements governing the assessment, collection, and reporting of development fees. The statute requires the City to either establish an infrastructure improvement advisory committee or complete a biennial audit of the City's land use assumptions, infrastructure improvements plan, and development fees. The City has chosen the option for a biennial audit which further requires the City to conduct a public hearing on the audit within sixty days of the release of the audit to the public. The report was posted on the City's website on October 7, 2024

Financial Impact:
Staff completed the audit requirement through a contact with Heinfeld, Meech & Company. The total cost of the two audits was $19,500 and was budgeted in 001-09-402-1314-1-4206.

Policy Impact:
None.

Previous Council Decision or Community Discussion:
The 2018 Biennial Development Impact Fee Audit public hearing was held on February 5, 2019.

Options and Alternatives to Recommended Action:

- Approve the FY 2020 and FY 2022 Biennial Development Fee Audits.
  - The purpose of the public hearing is to inform and provide the public an opportunity to respond to the completion of the biennial audit. The City provides development fee plans, annual reports, and the biennial audit are available on the City website currently at http://www.flagstaff.az.gov/3717/Development-Fee-Reports-and-Documents for the public to review.

Background and History:
Arizona Revised Statute (A.R.S.) § 9-463.05 governs how development fees are calculated for municipalities in Arizona. During the state legislative session of 2011, Senate Bill 1525 (SB 1525) was introduced which significantly amended the development fee enabling legislation. The changes included:

- Amending existing development fee programs by January 1, 2012;
- Abandoning existing development fee programs by August 1, 2014;
- A new development fee program structure developed from a unified Land Use Assumptions document and Infrastructure Improvements Plan;
- New adoption procedures for the Land Use Assumptions, Infrastructure Improvements Plan, and development fees;
- New definitions, including "necessary public services" which defines what categories and types of infrastructure may be funded with development fees;
- Time limitations in development fee collections and expenditures; and
- New requirements for credits, "grandfathering" rules and refunds.

In FY 2009, the City of Flagstaff (City) began charging development fees. The City adopted plans for Fire and Police and are currently charging for these same areas. Due to new legislative requirements, the City adopted an updated plan by Ordinance No. 2014-10 in May of 2014; this plan became effective August 1, 2014 and again in November 2020, the City adopted an updated plan by Ordinance No. 2020-25; this plan became effective January 17, 2021. Per A.R.S. § 9-463.05(G), cities are allowed two options for review of development fees. One option is to appoint a five-member advisory committee and the other option is to provide a biennial certified audit. The City chose the biennial option under subsection G.2 which reads:

In lieu of creating an advisory committee pursuant to paragraph 1 of this subsection, provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees. An audit pursuant to this paragraph shall be conducted by one or more qualified professionals who are not employees or officials of the municipality and who did not prepare the infrastructure improvements plan. The audit shall review the progress of the infrastructure improvements plan, including the collection and expenditures of development fees for each project in the plan, and evaluate any inequities in implementing the plan or imposing the development fee. The municipality shall post the findings of the audit on the municipality's website or the website of an association of cities and towns if the municipality does not have a website and shall conduct a public hearing on the audit within sixty days of the release of the audit to the public.

The two AUPs provides a summary of findings in each report and addresses any exceptions. The FY2020 AUP report addressed two exceptions. These exceptions do not show any significant or material weaknesses in the City's collection of development fees. Exception number one is one of 25 building permits tested, development fees was not assessed. Exception number two provided to present variances from the adopted plan's assumptions in growth projections (listed on report). The FY2022 AUP report addressed one exception. This exception was provided to present variances from the adopted plan's assumptions in growth projections (listed on report).

During the period associated with the two biennial audit (FY2019 and FY2020) and (FY2021 and FY2022), the City collected $1,112,410 for Fire development fees and $1,105,685 for Police development fees. Development fees for both areas can be used for vehicles, facilities, communication equipment, and the IIP and development fee study updates.

Cities are required to review and/or update their Infrastructure Improvement Plan (IIP) every five years. Since the current plan was effective January 17, 2021 we will be reviewing the IIP in fiscal year 2026.

Connection to PBB Priorities and Objectives:
High Performing Governance:

- Encourage public trust through transparency, accessibility, and use of the City's public participation policy
- Maintain the organization's fiscal stability through strong financial policies and best practices

Connection to Regional Plan:
Regional Plan:
Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical, and ambulance transport service.

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:
None

Attachments: 2020 Biennial Development Impact Fee Report
2022 Biennial Development Impact Fee Report

City of Flagstaff, Arizona

Report on Applying Agreed-Upon Procedures
Biennial Certification of Land Use Assumptions, Infrastructure Improvement Plan and Development Impact Fees

For the Period July 1, 2018 through June 30, 2020

City of Flagstaff, Arizona
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Independent Accountant's Report on
Applying Agreed-Upon Procedures

Honorable Mayor and Members of the City Council

We have performed this agreed-upon procedures engagement to assist management of the City of Flagstaff, Arizona (City), with the requirement set forth in Arizona Revised Statutes (A.R.S.) 9-463.05.G.2 "to provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees". As such, we have performed the procedures identified below, solely to assist users in evaluating the City's compliance with the progress reporting requirements of the infrastructure improvement plan for the period from July 1, 2018 through June 30, 2020, as specified in A.R.S. 9-463.05.G.2. City of Flagstaff, Arizona's management is responsible for its compliance with those requirements.

City of Flagstaff, Arizona's management has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting users in determining whether the City complied with the specified requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

We have applied the following procedures:

The progress of the infrastructure improvements plan.

a. Compared growth projections for 2019 and 2020 related to population, employment, residential housing units, nonresidential square footage, and non residential vehicle trips reported in the Infrastructure Improvement Plan (IIP) to actual results. A list of all variances are reported in the Summary of Findings.
b. Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:
    i. Agreed expenditures as of June 30, 2020, to the underlying accounting records.
    ii. Agreed amounts reported as estimated cost to complete to underlying accounting records.

The collection and expenditures of development impact fees for each project in the plan.

c. Selected a sample of 25 building permits issued and determined fees were charged in accordance with authorized fee schedules and that each permit holder was charged the same rate as another equivalent permit holder. Any inequities in the imposition of development fees are reported in the Summary of Findings.
d. Selected a sample of 23 expenditures and determined that the expenditures were associated with an approved project in the City's IIP.

Evaluating any inequities in implementing the plan or imposing the development impact fee.

e. Determined each developer/unit was charged the same rate as another equivalent developer/unit by recalculating impact fees at the transaction level for the sample mentioned in step c. above.
f. Determined that there were no instances in which the City waived development impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18.

The accompanying Summary of Findings describes the findings we noted.

We were engaged by City of Flagstaff, Arizona's management to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with the specified requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of City of Flagstaff, Arizona and to meet our other ethical responsibilities, in accordance with relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the management of City of Flagstaff, Arizona, and is not intended to be and should not be used by anyone other than these specified parties.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Flagstaff, Arizona
October 4, 2024

City of Flagstaff, Arizona
Summary of Findings

Finding No. 1
For one of 25 building permits reviewed, development fees were not assessed.

Finding No. 2
Variances were noted for growth projections related to population, number of dwelling units, job figures, and non-residential floor area as reported in the Land Use Assumptions report when compared to actual results. The City was unable to provide information related to non-residential vehicle trips and as a result, growth projections in the Land Use Assumptions report could not be compared to actual results. All other variances are reported below.

	2019			
	Projected	Actual	Variance	Variance %
Population	80,234	77,584	(2,650)	(3.3%)
Dwelling units	28,228	29,713	1,485	5.3%
Jobs	40,304	39,944	(360)	(0.9%)
Non-Residential Floor Area (Thousands)				
Commercial/Retail	4,434	7,691	3,257	73.5%
Office/Institutional	6,416	4,638	(1,778)	(27.7%)
Industrial/Flex	5,643	4,934	(709)	(12.6%)
Non-Residential Vehicle Trips	108,636	N/A	N/A	N/A

	2020			
	Projected	Actual	Variance	Variance %
Population	80,918	77,305	(3,613)	(4.5%)
Dwelling units	28,410	31,369	2,959	10.4%
Jobs	40,678	40,605	(73)	(0.2%)
Non-Residential Floor Area (Thousands)				
Commercial/Retail	4,474	7,905	3,431	76.7%
Office/Institutional	6,473	4,738	(1,735)	(26.8%)
Industrial/Flex	5,700	4,854	(846)	(14.8%)
Non-Residential Vehicle Trips	109,630	N/A	N/A	N/A

Appendix A – Progress of Infrastructure Improvement Plan Projects

FIRE			
Description	**Actual Costs (a)**	**Plan Projection (b)**	**Variance**
Fire Facilities	-	1,187,929	(1,187,929)
Fire Vehicles	821,933	803,968	17,965
Fire Apparatus	-	17,347	(17,347)
Fire Equipment	-	15,247	(15,247)
Fire Communications Equipment	-	5,547	(5,547)
Fire Communications Infrastucture - Debt Service	-	53,881	(53,881)
IIP and Development Fee Study	21,301	12,729	8,572

Police			
Description	**Actual Costs (a)**	**Plan Projection (b)**	**Variance**
Police Facilities	154,577	1,163,213	(1,008,636)
Police Vehicles	317,993	274,400	43,593
Police Communications Equipment	-	23,155	(23,155)
Police Communications Infrastructure - Debt Service	-	77,646	(77,646)
IIP and Development Fee Study	21,301	11,981	9,320

(a) As reported in the City of Flagstaff accounting records.
(b) As reported in the City of Flagstaff Public Safety Development Fee Report, Infrastructure Improvements Plan, and Land Use Assumptions dated May 6 and May 13, 2014.

City of Flagstaff, Arizona

Report on Applying Agreed-Upon Procedures
Biennial Certification of Land Use Assumptions, Infrastructure Improvement Plan and Development Impact Fees

For the Period July 1, 2020 through June 30, 2022

City of Flagstaff, Arizona
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Independent Accountant's Report on
Applying Agreed-Upon Procedures

Honorable Mayor and Members of the City Council

We have performed this agreed-upon procedures engagement to assist management of the City of Flagstaff, Arizona (City), with the requirement set forth in Arizona Revised Statutes (A.R.S.) 9-463.05.G.2 "to provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees". As such, we have performed the procedures identified below, solely to assist users in evaluating the City**'s** compliance with the progress reporting requirements of the infrastructure improvement plan for the period from July 1, 2020 through June 30, 2022, as specified in A.R.S. 9-463.05.G.2. City of Flagstaff, Arizona's management is responsible for its compliance with those requirements.

City of Flagstaff, Arizona's management has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting users in determining whether the City complied with the specified requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

We have applied the following procedures:

The progress of the infrastructure improvements plan.

a. Compared growth projections for 2021 and 2022 related to population, employment, number of housing units, square footage of buildings, nonresidential square footage, and non residential vehicle trips as reported in the Infrastructure Improvement Plan (IIP) to actual results. A list of all variances are reported in the Summary of Findings.
b. Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:
    i. Agreed expenditures as of June 30, 2022 to the underlying accounting records.
    ii. Agreed amounts reported as estimated cost to complete to underlying accounting records.

The collection and expenditures of development impact fees for each project in the plan.

c. Selected a sample of 25 building permits issued and determined fees were charged in accordance with authorized fee schedules and that each permit holder was charged the same rate as another equivalent permit holder.
d. Selected a sample of 17 expenditures and determined that the expenditures were associated with an approved project in the City's IIP.

Evaluating any inequities in implementing the plan or imposing the development impact fee.

e. Determined each developer/unit was charged the same rate as another equivalent developer/unit by recalculating impact fees at the transaction level for the sample mentioned in step c. above.
f. Determined that there were no instances in which the City waived development impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18.

The accompanying Summary of Findings describes the findings we noted.

We were engaged by City of Flagstaff, Arizona's management to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with the specified requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of City of Flagstaff, Arizona and to meet our other ethical responsibilities, in accordance with relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the management of City of Flagstaff, Arizona, and is not intended to be and should not be used by anyone other than these specified parties.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Flagstaff, Arizona
October 4, 2024

City of Flagstaff, Arizona
Summary of Findings

Finding No. 1

Variances were noted for growth projections related to population, number of dwelling units, and non-residential floor area as reported in the Land Use Assumptions report when compared to actual results. The City was unable to provide information related to job figures and non-residential vehicle trips and as a result, growth projections in the Land Use Assumptions report could not be compared to actual results. All other variances are reported below.

	2021			
	Projected	Actual	Variance	Variance %
Population	78,438	79,960	(1,478)	(1.9%)
Dwelling units	28,134	32,601	4,467	15.9%
Jobs	44,826	N/A	N/A	N/A
Non-Residential Floor Area (Thousands)				
Commercial/Retail	7,508	7,868	360	4.8%
Office/Institutional	5,444	5,234	(210)	(3.9%)
Industrial/Flex	4,997	4,719	(278)	(5.6%)
Non-Residential Vehicle Trips	128,461	N/A	N/A	N/A

	2022			
	Projected	Actual	Variance	Variance %
Population	79,780	78,664	(1,116)	(1.4%)
Dwelling units	28,698	32,374	3,676	12.8%
Jobs	45,153	N/A	N/A	N/A
Non-Residential Floor Area (Thousands)				
Commercial/Retail	7,582	8,007	425	5.6%
Office/Institutional	5,494	5,438	(56)	(1.0%)
Industrial/Flex	5,002	4,723	(279)	(5.6%)
Non-Residential Vehicle Trips	129,632	N/A	N/A	N/A

City of Flagstaff, Arizona
Summary of Findings

Appendix A – Progress of Infrastructure Improvement Plan Projects

FIRE			
Description	**Actual Costs (a)**	**Plan Projection (b)**	**Variance**
Fire Facilities	-	4,076,760	(4,076,760)
Fire Apparatus	854,742	2,251,747	(1,397,005)
Fire Communications Equipment	-	227,114	(227,114)
IIP and Development Fee Study	21,301	22,500	(1,199)

Police			
Description	**Actual Costs (a)**	**Plan Projection (b)**	**Variance**
Police Facilities	186,413	2,402,719	(2,216,306)
Police Vehicles	317,993	666,652	(348,659)
Police Communications Equipment	-	355,041	(355,041)
IIP and Development Fee Study	21,301	22,250	(949)

(a) As reported in the City of Flagstaff accounting records.
(b) As reported in the City of Flagstaff Public Safety Development Fee Report, Infrastructure Improvements Plan, and Land Use Assumptions dated November 3, 2020.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Chapman, Forest Health Supervisor

Co-Submitter: Tiffany Antol

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-47: A resolution of the Flagstaff City Council, approving the adoption of the 2024 City of Flagstaff Forest Management Plan.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-47 by title only
2. City Clerk reads Resolution No. 2024-47 by title only (if approved above)
3. Adopt Resolution No. 2024-47

Executive Summary:

Flagstaff, Arizona is surrounded by the largest continuous ponderosa pine forest in the world. It is flanked by sacred peaks and canyons. The ponderosa pine forests of northern Arizona have existed for thousands of years and evolved to benefit from frequent fires ignited by both seasonal monsoonal weather patterns and cultural burning practices. Unfortunately, more than a century of management based on excluding cultural burning and suppressing lightning-based ignitions has left the forest in an altered condition. These changes threaten Flagstaff's natural resources, economy, built environment, water resources, municipal infrastructure, and quality of life.

Frequent, low intensity fire is required for a healthy ponderosa pine ecosystem. These fires do not pose a community wide threat. Reintroduction of such fires requires the re-creation of a forest environment that will burn in a healthy, nonthreatening, manner, and a built environment that properly considers science based defensible space and home hardening strategies.

This intent of this updated Forest Management Plan is to provide generalized guidance in planning and implementing forest treatments to achieve a Desired Future Condition of our forest that is focused on enhancing community well-being by:

1. Protecting the community from undesirable wildfire by mitigating or reducing hazards.
2. Ensuring forest sustainability by improving long-term forest health, and maintaining wildlife habitat, native plant diversity, carbon storage, recreational opportunities, and other natural benefits of the forest.
3. Providing standardized resource management guidance to the customers we serve.
4. Permitting consistent implementation standards for all forest management activities within the community.

Financial Impact:

No funds are impacted if the Fire Management Plan is adopted as written.

Policy Impact:

The management recommendations in the updated Forest Management Plan will better align the desired conditions of our natural and built environments with the best available science.

Previous Council Decision or Community Discussion:
The previous forest management plan drafted in 2009 was not presented to Council.

Options and Alternatives to Recommended Action:
If the resolution is not adopted by Council, we will continue to have conflicts with desired conditions across jurisdictions within city limits.

Connection to PBB Priorities and Objectives:
Priority Based Budget Key Community Priorities and Objectives
High Performing Governance: Implement innovative local government programs, new ideas and best practices; be recognized as a model for others to follow
Safe and Healthy Community: Ensure built environment is safe through the use of consistent standards, rules and regulations, & land use practices
Environmental Stewardship: Promote, protect & enhance a healthy, sustainable environment & its natural resources
Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems
Livable Community: Support the development of attainable and accessible housing
Livable Community: Achieve a well maintained community through comprehensive and equitable code compliance

Connection to Regional Plan:
Regional Plan
Environmental Planning & Conservation -- Vision for the Future: In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 -- Invest in forest health and watershed protection measures.
Policy E&C.6.1 -- Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 -- Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.2 -- Encourage all landowners and land management agencies to emphasize forest ecosystem restoration and catastrophic fire risk reduction for the lands under their respective jurisdictions.
Policy E&C.6.6 -- Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.
Policy E&C.10.2 -- Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.
Policy PF.3.1 -- Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Connection to Carbon Neutrality Plan:
Carbon Neutrality Plan
HF-1: Protect existing forests, resources, and meaningful open spaces.
HF-2: Restore and maintain the natural fire-adapted structure and pattern of the forests of the greater Flagstaff region through collaboration with partners.
HF-3: Educate the public on forest health and wildfire risk reduction.

Consolidating carbon stocks in fewer, larger trees reduces the risk of carbon loss from fire. The natural forest structure provides the best target for maintaining sustainable carbon stocks and ecological function.

Connection to 10-Year Housing Plan:
10-Year Housing Plan

The Forest Management Plan does not impact Flagstaff Zoning Codes, but this plan will improve how the resource protection overlay is implemented.

Evaluate and amend the Resource Protection Overlay standards to ensure that the minimum

Create 4.5 densities can be met on most sites, including making the requirements for residential sites to be similar to those for a commercial site.

Create 4.6 Evaluate Resource Protection Overlay standards in terms of consistent application across each zone and allow for greater maximum densities.

Connection to Division Specific Plan:

The Forest Management Plan aligns with the FFD 2023-2024 Strategic Plan service level goal: Reduce risks through Prevention & WFM efforts

---

Attachments: Res. 2024-47
Forest Management Plan
Presentation

RESOLUTION NO. 2024-47

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE ADOPTION OF THE 2024 CITY OF FLAGSTAFF FOREST MANAGEMENT PLAN.

WHEREAS, City of Flagstaff Forest Management Plan was created to provide generalized guidance in planning and implementing forest treatments to achieve a Desired Future Condition of our forest; and

WHEREAS, the City of Flagstaff Forest Management Plan includes parcel level management recommendations based upon National Fire Protection Associations Firewise USA Standards; and

WHEREAS, the City of Flagstaff Forest Management Plan aligns desired conditions with the Coconino National Forest; and

WHEREAS, the City Of Flagstaff Forest Management Plan clarifies the requirements of Forest Stewardship Plans provided by developers for larger parcels including subdivision, multifamily residential, commercial, and industrial development.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Mayor and Council support the City of Flagstaff Forest Management Plan.

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 3rd day of December, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
2024 City of Flagstaff Forest Management Plan

FOREST MANAGEMENT PLAN

Resilient Landscapes
Fire Adapted Communities
Safe and Effective Wildfire Response

Original Version - September 2009

Updated Version – November 2024

Flagstaff Fire Department
Wildland Fire Management
211 W. Aspen
Flagstaff AZ 86001
(928) 213-2500

www.flagstaff.az.gov/wildlandfire

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INTENT

The intent of this plan is to provide generalized guidance in planning and implementing forest treatments to achieve a Desired Future Condition of our forest that is focused on enhancing community well-being by:

1. Protecting the community from undesirable wildfire by mitigating or reducing hazards.
2. Ensuring forest sustainability by improving long-term forest health, and maintaining wildlife habitat, native plant diversity, carbon storage, recreational opportunities, and other natural benefits of the forest.
3. Providing standardized resource management guidance to the customers we service.
4. Permitting consistent implementation standards for all forest management activities within the community.

RELATED AUTHORITIES

1. As adopted by City Council:
    a. Flagstaff Wildland Urban Interface Code (WUI Code)
    b. Greater Flagstaff Area Community Wildfire Protection Plan (CWPP)
    c. Flagstaff Zoning Code
2. FFD Fire Prevention Supplementary Regulations and Procedures

RESPONSIBILITY

Program management rests with the Flagstaff Fire Department's Wildland Fire Management Division.

INFLUENCING FACTORS

Partnership initiatives have influenced development and use of these Guidelines:

1) Flagstaff Watershed Protection Project
2) Coconino National Forest Land and Resource Management Plan
3) National Cohesive Wildland Fire Management Strategy
4) The Ecological Restoration Institute at Northern Arizona University
5) Greater Flagstaff Forests Partnership
6) City of Flagstaff Carbon Neutrality Plan
7) National Fire Protection Association Firewise USA
8) USFS Wildfire Crisis Strategy

BACKGROUND

Flagstaff, Arizona is surrounded by the largest continuous ponderosa pine forest in the world. It is flanked by sacred peaks and canyons. The ponderosa pine forests of northern Arizona have existed for thousands of years and evolved to benefit from frequent fires ignited by both seasonal monsoonal weather patterns and cultural burning practices. Unfortunately, more than a century of management based on excluding cultural burning and suppressing lightning-based ignitions has left the forest in an altered condition. These changes threaten Flagstaff's natural resources, economy, built environment, water resources,

municipal infrastructure, and quality of life.

Ponderosa pine forests are extremely well adapted to, and dependent upon, frequent low-intensity wildfires, but they are extremely vulnerable to high intensity fire events. Unnatural fuel accumulations, exacerbated by insect, disease, warming and drought, have resulted in an alarming increase in the frequency of undesirable wildfires.

Catastrophic wildfire is the #1 fire threat to Flagstaff. We experience 60-100 wildfires per year within the city boundaries, and another 150+ on jurisdictions immediately surrounding our community. In addition to serious ecosystem damage, a single undesirable fire moving into the city will most-assuredly affect lives and properties, and inflict serious, and long term, economic harm.

Three factors influence fire behavior: weather, topography, and fuels. Of these, only fuel can be readily manipulated: Hazard mitigation activities, undertaken in a responsible manner and throughout the general area, are vital to ecosystem health and community protection.

Such activities are not meant to eliminate wildfire from the landscape. More than a century of wildfire suppression has demonstrated conclusively the fallacy of such efforts. Frequent, low intensity fire is required for a healthy ponderosa pine ecosystem. These fires do not pose a community wide threat. Reintroduction of such fires requires the re-creation of a natural environment that will burn in a healthy, nonthreatening, manner, and a built environment that properly considers science based defensible space and home hardening strategies.

COMMUNITY OVERVIEW

Applicability

This plan covers all lands within the city limits of Flagstaff. This plan may be used to provide guidelines and objectives to facilitate both planning and implementation of forest treatments across jurisdictional boundaries. This plan also assists in the preparation of natural resource protection plans as required by the City of Flagstaff Zoning Code.

General Area

Flagstaff is the largest metropolitan community within northern AZ. Located at the base of the San Francisco Peaks, a 12,633’ dormant volcano, the community is bisected by Interstate 40 and Interstate 17: Highway 180 extends to the northwest of town and highway 89 extends to the northeast, highway 89A extends south through Sedona.

Description

1. **Acreage:** This plan covers approximately 64 square miles (42.2K acres) within City corporate boundaries. The City of Flagstaff manages 3,321 acres of designated open space.

2. **Elevation:** Elevation in Flagstaff averages 6,900 feet.

3. **Slope:** Slope gradient varies on individual properties, but generally slopes to the south away from the San Francisco Peaks.

4. **Aspect:** Aspect is generally to south facing but varies on individual properties.

5. **Physical Characteristics:** Flagstaff has a varied topography consisting of ridges,

hilltops, plateaus, and canyons. Two major washes, the Rio de Flag and Sinclair wash, run through Flagstaff and typically flow after fall monsoon rains and spring snow melt. Special features of Flagstaff include Observatory Mesa on the west side of town and Switzer Mesa and McMillan Mesa to the east.

6. **Climate:** Chilly winters with cool, mild summers are the norm. Humidity is moderate, and large daily temperature fluctuations are common. Annual precipitation is around 20 inches, half of which occurs as snow (Dec - Mar) and half as summer rains (July - Sept). May and June are usually very dry. The last killing frost of the year is usually around June 15th, with the first around Sept 1st.

7. **Forest History:** The forests around Flagstaff have been and will continue to be influenced by the interactions of humans with the land.

   Extensive railroad logging occurred in-and-around Flagstaff from 1880 - 1930. Large tree timber harvesting continued into the 1990's. Throughout the general area, it is estimated that as much as 80% of the merchantable volume was removed during these operations.

   Indicators of the decline in forest health are evident in the considerable decrease in soil moisture and nutrient availability, the decrease in over-story and under-story species diversity, an increased occurrence of damaging insect and diseases, increased large tree mortality and an increase in the size and severity of destructive wildfires.

8. **Surrounding Land-Use:** Flagstaff is predominantly surrounded by the Coconino National Forest. A checkerboard of State lands is interspersed to the southwest of town with several State parcels located directly to the east.

   Camp Navajo Army Depot (28,347 acres) is located approximately 10 miles west of Flagstaff on Interstate 40. National Park lands are located to the east (Walnut Canyon National Monument) and to the Northeast (Sunset Crater Volcano and Wupatki National Monuments).

ECOSYSTEM DESCRIPTION

General

Research has well established that before European settlement, southwestern ponderosa pine forests contained larger trees scattered throughout an open landscape. "Until the 1870's light surface fires every two to five years, along with grass competition and regular drought, maintained an open and park-like landscape dominated by grass, forbs, and shrubs with scattered groups of ponderosa pine" (Covington et al. 1997).

Following Euro-American settlement heavy grazing, fire suppression, cultural burning exclusion, logging and climatic events favoring regeneration of pine trees. This changed the natural park-like conditions to a more even aged, closed canopy structure and pattern. As a result of increased in-growth, ponderosa pine has increased dramatically in trees per acre (TPA) and total basal area (BA).

Top: Walker Lake 1875 taken by John Hillers

Bottom: Walker Lake 2004 taken by Neil Weintraub

The public's "forest paradigm" has undergone a major shift over the last 25 years. A growing realization that dense forests are susceptible to disease, insect, drought, and fire have resulted in widespread acceptance of well-planned and executed forest treatments designed to counter the current downward spiral.

Current Conditions

Results from a study in the Ft. Valley area north of Flagstaff (Table 1), shows that ponderosa pine increased from 22.8 trees per acre in 1876 to 1,253.5 trees per acre in 1992 (Covington et al. 1997).

This influx of small diameter trees from several dominant cohorts produced the continuous canopy cover that we see today. In 1876, 19% of the surface area was under pine canopy, with the balance (81%) representing grassy openings. In 1992 pine canopy covered 93% of the area with only 7% left in grassy openings.

Depending upon site conditions, some areas in and around Flagstaff have seen much greater growth of small pines than depicted in this single study, greatly affecting fire behavior and under-story plant diversity.

Table 1. Data extrapolated from a study in the Ft. Valley area illustrating the change in Ponderosa pine trees per acre and basal (1876 to 1992).

DBH class (in)	Trees per acre 1876	Trees per acre 1992	BA per acre 1876	BA per acre 1992
0-4	0.9	945	0.0	20.6
4-8	2.6	243	0.5	47.7

8-12	**2.8**	**46**	**1.5**	**25.1**
12-16	**3.6**	**6.7**	**3.8**	**7.2**
16-20	**5.1**	**1.6**	**9.0**	**2.8**
20-24	**3.7**	**2.5**	**9.8**	**6.6**
24-28	**3.2**	**2.4**	**11.8**	**8.8**
28-32	**1.2**	**4.1**	**5.9**	**20.1**
32-36	**0.4**	**1.7**	**2.5**	**10.7**
36-40	**0.6**	**0.3**	**4.7**	**2.4**
40-44	**0.3**	**0.2**	**2.9**	**1.9**
Total	**24.6**	**1253.5**	**52.5**	**154.0**

Vegetation

The over-story of the Flagstaff's forest is predominantly Ponderosa pine (*Pinus ponderosa* P. & C. Lawson var. *scopulorum* Engelm.). Ponderosa pine is naturally found in pure, uneven aged stands or intermixed with Gambel oak (*Quercus gambelii* Nutt. Var. *gambelii*). Gambel oak is typically found in clumps within canopy openings or as a co-dominant on rocky slopes. Alligator juniper (*Juniperus deppeana* Steud.) and Rocky Mountain juniper (*Juniperus scapulorum* Sarg.) are found sporadically throughout the forest. Rocky Mountain Douglas-fir (*Pseudotsuga menziesii* (Mirbel) Franco var. *glauca* (Beissn.) Franco), and quaking aspen (*Populus tremuloides* Michx.), are located in small patches mostly in and around drainages and slopes.

Many under-story plants species are found in the forest. The most dominant grass species in the area include blue grama (*Bouteloua gracilis*), bottlebush squirreltail, (*Elymus elymoides* (Raf.) Swezey), Arizona fescue, (*arizonica* Vasey), and mountain muhly (*Muhlenbergia montana* (Nutt.) A.S. Hitchc.).

Forbaceous species include broom snakeweed (*Gutierrezia sarothrae* (Pursh) Britt. & Rusby), spreading fleabane (*Erigeron divergens* Torr. & Gray), ragleaf bahia (Bahia disecta (Gray) Britt.), and silvery lupine (*Lupinus argenteus* Pursh). Common shrubs include rabbitbrush, (*Ericameria nauseosa* (Pallas ex Pursh) Nesom & Baird), New Mexico locust, (*Robinia neomexicana* Gray).

Insect and Disease

Southwestern Ponderosa Pine Dwarf Mistletoe (DM), a native parasitic plant, and is the most widely found disease agent in southwestern ponderosa pine forests. Throughout the southwest, it is estimated that over 1/3 of the total ponderosa pine acreage is infected.

Bark beetle activity is increasing throughout the southwest. Three species are of prime concern in this particular area. They are Western Pine Beetle (WPB), Ips Engraver Beetle (IEB), and Red Turpentine Beetle (RTB). Two other species may also be evident on a periodic basis: Roundheaded Pine Beetle (RBP) and Mountain Pine Beetle (MPB).

It should be noted that dense, overcrowded stands of ponderosa pine provide ideal conditions for development of large populations of DM, WPB, IEB, RTB, RPB, and MPB.

Soils

In general, the soils in this area are sedimentary derived or volcanic derived. Parent material may be of a basaltic origin, though limestone regions and cinder regions of restricted extent

are found. They are generally shallow, well-drained with bedrock below 18 inches of the surface. Permeability is moderate, shrink-swell potential is low - moderate, and both compaction potential and erosion hazard is low. The soil is neutral to mildly alkaline.

Wildlife

Wildlife is a desirable and indispensable part of forest ecosystems and must be considered when managing the forests around Flagstaff (Barnes et al. 1998). Flagstaff and the surrounding area are recognized for their natural beauty and wildlife resources. Deer and antelope are common throughout the area and contribute to the local economy by attracting hunters and visitors seeking a natural wilderness experience.

Wildlife is highly dependent upon the health of the land and its presence consequently reflects forest health conditions. Biodiversity is critical to maintaining ecosystem integrity and assuring sustainability of natural resource management (Hunter 1999). Incorporating wildlife values in to forest treatments is an important consideration but should not supersede treatments necessary to the protection of life and property.

Noxious Weeds

Exotic and invasive plant species are common throughout Flagstaff, as they are in most southwestern ponderosa pine forests. Several of the most common exotic species include wooly mullein, (Verbascum thapsus L.), Dalmatian toadflax, (Linaria dalmatica (L.) P. Mill), diffuse knapweed (Centaurea diffusa Lam.), Russian thistle (Salsola tragus L.). Exotics are a considerable threat to ecosystem health; because they often out-compete natives due to a lack of biological control such as insect predators, plant pathogens, and fungi (Friederici 2003). Once established these plants can alter rates of nutrient cycling, displace native populations of plants/animals as well as disrupt the disturbance regime including wildfire by creating continuous fuel bed which can increase expected fire frequency and behavior. Care needs to be exercised when working on sites with noxious weeds.

WILDFIRE RISK

General

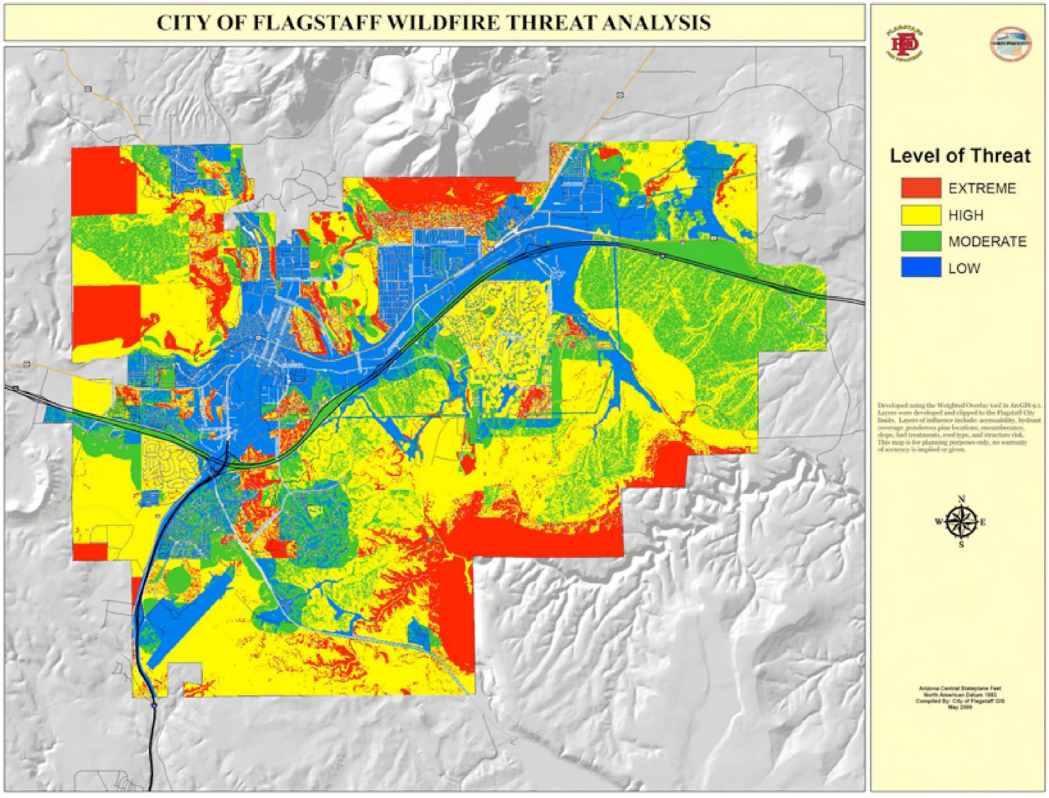
Catastrophic wildfire is a major concern in the southwest as well as in Flagstaff, AZ. During the last century forest health conditions have declined due to drought, high tree densities, grazing and fire exclusion (Fule et al., 2002). As a result, fuel loads have accumulated to an unnatural degree. Fuels include duff, leaf and needle litter, coarse woody debris, under-story and over-story vegetations. Current conditions have left ponderosa pine forests susceptible to stand replacing fires due to an increased density and fuel loads. Timber operation and pathogen outbreaks have also contributed to increased mortality in greater amounts of fuels (Fule et al., 2001). Fuel loading in many stands around Flagstaff is excessive; especially in stands of high-density pole-sized trees influenced by density dependent competition and suppression from overlapping intermediate trees. This competition for resources results in increased mortality leading to higher fuel loads. Recommended approaches to minimize fuel loads include thinning, prescribed burning and utilization of woody material.

City

The #1 fire threat to Flagstaff is destructive wildfire. Overly dense stands of unhealthy trees have created conditions ripe for high intensity fire. Short, drought stressed trees and abundant low hanging branches provide ideal ladder fuels enabling surface fires to climb into the canopy to torch trees or produce destructive and dangerous crown fires. The result could easily be a high-intensity fire that is both difficult to control and may quickly threaten and damage/destroy property. In addition, it will create long-lasting visual scars on the property, potentially increase soil erosion, negatively impact current wildlife habitat and require significant financial expenditure to control.

A City-Wide Threat Assessment mapping project was completed in 2006, and updated in 2009, revealed that over 70% of the community was at High- Extreme risk of wildfire (Figure 1). This was determined using eight variables considered to be important influencing factors of ignition during a wildfire. These eight variables were weighted according to their significance and include: past forest treatments, vegetation, slope, roof type, construction type, hydrant distance, road condition and accessibility.

Figure 1. City of Flagstaff Wildfire Threat Analysis map



Surrounding Area

Conditions in the forests surrounding Flagstaff pose a severe threat of large fires with broad flame fronts and long-range spotting from embers. Collaborative efforts like the Greater Flagstaff Forests Partnership (GFFP), The Flagstaff Watershed Protection Project (FWPP), and the Four Forest Restoration Initiative (4FRI) have proven successful at implementing fuel reduction treatments in priority areas around Flagstaff, although increasing the pace and

scale of these projects is still needed.

Economic Impact

The physical and ecological effects of a severe wildfire are often immediately visible, while intangible effects may be less apparent but often quite severe. The Arizona Rural Policy Institute's 2014 FWPP Cost Avoidance Study estimated damages that the Flagstaff Watershed Protection Project hopes to mitigate. The estimates are in 2014 dollars and are divided between the two watersheds. Between the two treatment areas, potential financial damages range from $573 million to $1.2 billion.

Source	Low ($) millions	High ($) millions
Dry Lake Hills		
Response and Remediation	43	43
Structures and Contents	132	286
Property Value	256	524
Habitat	0.4	15
Communication Towers	30	80
BNSF Railroad Interruption	12	23
Retail Sales	15	15
Dry Lake Hills Total	**$489 million**	**$986 million**
Mormon Mountain		
Response and Remediation	12	12
City Water Supply	17	37
Habitat	1	22
Communication Towers	54	144
Mormon Mountain Total	**$84 million**	**$215 million**
Total, Both Areas	**$573 million**	**$1,201 million**

Several of these costs show no difference between high and low estimates. For those categories, only one figure was identified.

In 2021, ERI remeasured the full costs associated with the 2010 Schultz Fire (Colavito et al. 2021). The total cost of the Schultz Fire for the ten-year assessment period was conservatively estimated to be between $95.8 million and $100.7 million in 2021 dollars.

	Total Costs
Government and utility expenses 2010-2019	$72,392,991
Mexican spotted owl habitat displacement	$1,080,500 (range $546,000–$1,615,000)
Insurance	$5,611,193 (range $4,613,866–$6,608,520)
Prevention and mitigation measures	$4,368,748 (range $3,437,271–$5,300,225)
Loss of life	$6,721,478
Structural damage	$3,470,499
Cleanup	$2,044,592
Unpaid labor	$1,698,409
Home contents	$614,158
Fire evacuation costs	$250,456
Total	**$98,253,024** (range $95,789,720–$100,716,328)

Wildfires that have impacted the City of Flagstaff:

1. 1977 Radio Fire: 4,600 acres across Mt Elden on the Coconino National Forest; Still causing erosion and flooding concerns inside city limits.
2. 2006 Woody Fire, 120 acres inside city limits.
3. 2010 Hardy Fire, 282 acres inside city limits.
4. 2019 Newman Fire, 5,000 acres across the Coconino National Forest; This beneficial wildfire reduced wildfire risk to the Lake Mary watershed and involved significant point protection of essential water production infrastructure and equipment.
5. 2019 Museum Fire, 1961 acres across the Dry Lake Hills on the Coconino National Forest; Caused significant flooding impacts.
6. 2021 Rafael Fire, 78,065 acres across the Prescott, Kaibab, and Coconino National Forests; University Heights was put under a “Set” evacuation notice.
7. 2022 Tunnel Fire, 26,532 acres on Coconino National Forest and Sunset Crater Volcano National Monument; Response included City of Flagstaff Fire Department.
8. 2022 Pipeline Fire, 26,532 acres across the Coconino National Forest; Response included City of Flagstaff Fire Department.
9. 2024 Bravo Fire, 960 acres across Camp Navajo; Response included City of Flagstaff Fire Department.

MANAGEMENT RECOMMENDATIONS:

Desired Conditions at the Individual Parcel Level with Structures, Residential or Commercial:

Any construction under the jurisdiction of the City of Flagstaff must also meet the International

Wildland Urban Interface Code, and other development codes, as adopted by the City Council.

The concept of the home ignition zone (HIZ) was developed by retired USDA Forest Service fire scientist Jack Cohen in the late 1990s, following some breakthrough experimental research into how homes ignite because of radiant heat. The HIZ is divided into three zones.

1. Immediate zone: The home and the area 5 feet from the furthest attached exterior point of the home or building envelope; defined as a non-combustible area.

Science tells us this is the most important zone to take immediate action on as it is the most vulnerable to embers.

- Trees and vegetation shall be removed within this zone for new developments.
- Move any flammable material away from wall exteriors – mulch, flammable plants, leaves and needles, firewood piles – anything that can burn.
- Remove anything stored underneath decks or porches.
- Clean roofs and gutters of dead leaves, debris and pine needles that could catch embers.
- Fence construction should be non-combustible

2. Intermediate zone: 5-30 feet from the furthest exterior point of the home.

Science tells us employing careful landscaping or creating breaks that can help influence and decrease fire behavior is most important in this zone.

- Clear vegetation from under large stationary propane tanks.
- Create fuel breaks with driveways, walkways/paths, patios, and decks.
- Keep lawns and native grasses mowed to a height of four inches.
- Remove ladder fuels (vegetation under trees) so a surface fire cannot reach the crowns. Prune trees up to six to ten feet from the ground; for shorter trees do not exceed 1/3 of the overall tree height.
- Space trees to have a minimum of eighteen feet between crowns with the distance increasing with the percentage of slope.
- Tree placement should be planned to ensure the mature canopy is no closer than ten feet to the edge of the structure.
- Tree and shrubs in this zone should be limited to small clusters of a few each to break up the continuity of the vegetation across the landscape.

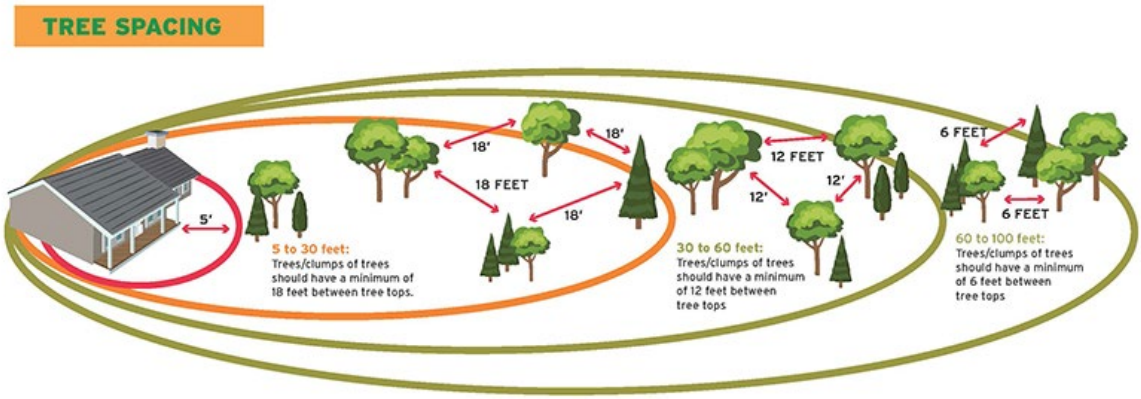
3. Extended zone: 30-100 feet, out to 200 feet

Science tells us the goal here should not be to eliminate fire but to interrupt fire's path and keep flames smaller and on the ground.

- Dispose of heavy accumulations of ground litter/debris.
- Remove dead plant and tree material.
- Remove small conifers growing between mature trees.
- Remove vegetation adjacent to storage sheds or other outbuildings within this area.
- Trees 30 to 60 feet from the home should have at least 12 feet between canopy tops.*
- Trees 60 to 100 feet from the home should have at least 6 feet between the canopy tops.*

- *The distances listed for crown spacing are suggested based on NFPA 1144. However, the crown spacing needed to reduce/prevent crown fire potential could be significantly greater due to slope, the species of trees involved and other site specific conditions.

In the Intermediate and Extended Zones, the retention of the largest and most fire-resistant trees on site should be prioritized.

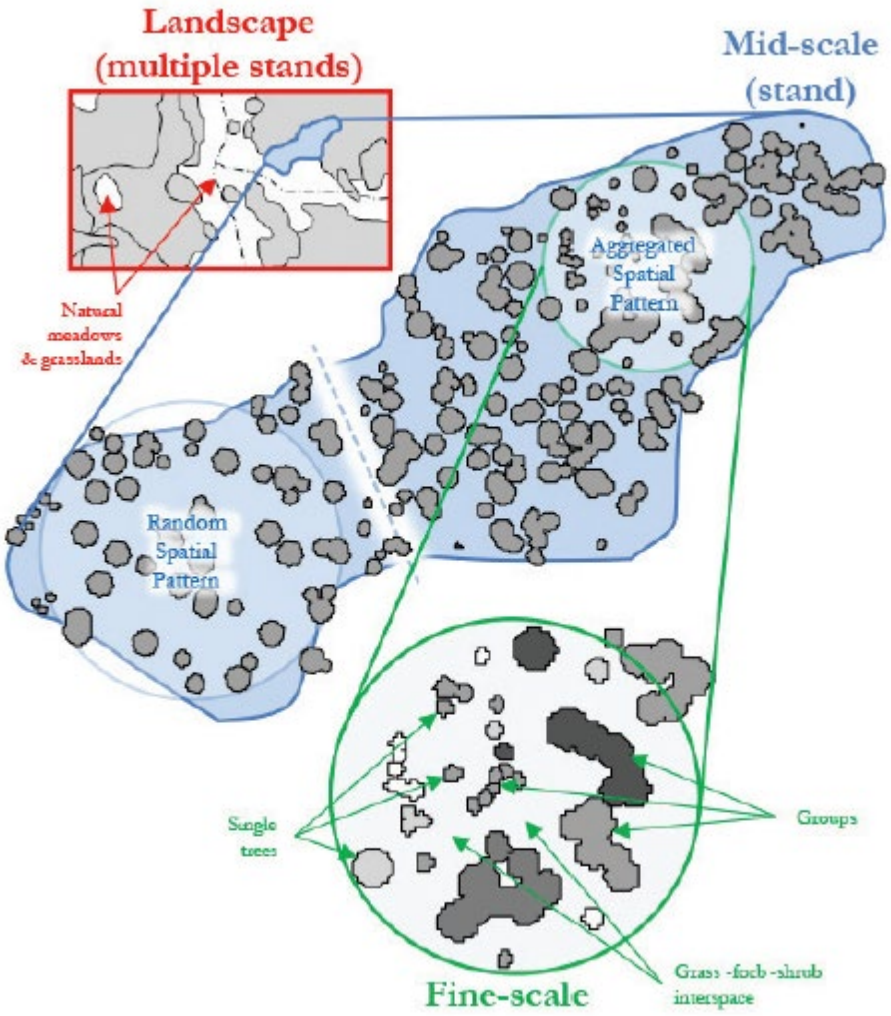


The City of Flagstaff recommends this suite of provisions be included in development codes.

Desired Conditions at the Landscape, Mid, and Fine Scale without Structures or Development

Across all project scales, the retention of the oldest, largest, and most fire-resistant trees on site should be prioritized.

The image below (Reynolds et al. 2013) indicates landscape, mid and fine scale tree patterns.



Desired condition information is based on the Coconino National Forest Land and Resource Management Plan.

Landscape Scale Desired Conditions (1,000-10,000+ acres)

• Ponderosa Pine has a mosaic of trees with varying age classes and understory vegetation which provide habitat for a variety of species, and ground fuels conducive to low-severity fires.

• The composition, structure, and function of vegetation conditions are resilient to the frequency, extent, and severity of disturbances and climate variability. The landscape is a functioning ecosystem that contains its components, processes, and conditions that result from natural levels of disturbances (e.g. insects, diseases, fire, and wind), including snags, downed logs, and old trees. Grasses, forbs, shrubs, and needle cast (e.g., fine fuels), and small trees maintain the natural fire regime. Vegetative ground cover provides protection from accelerated soil erosion, promotes water infiltration, and contributes to soil nutrient cycling, plant and animal diversity, and to ecosystem function.

• Frequent, low-severity fires are characteristic in this ecological response unit, including throughout northern goshawk home ranges. Spatial heterogeneity and discontinuous crowns

(interspaces between groups and single trees) prevents fire spread. Natural and human disturbances are sufficient to maintain desired overall tree density, structure, species composition, coarse woody debris, and nutrient cycling.

• At the landscape scale, Ponderosa Pine is composed of trees in structural stages that range from young to old and are dominated by ponderosa pine trees. Forest appearance is variable but generally uneven-aged and open; occasional areas of even-aged structure are present. Forest arrangement is in individual trees, small clumps, and groups of trees interspersed within variably sized openings of grasses, forbs, and shrubs that are similar to historic patterns. Openings typically range from 10 percent in more productive sites to 70 percent in the less productive sites. The size and shape of trees, number of trees per group, and number of groups per area are variable across the landscape. Denser tree conditions exist in some locations such as north-facing slopes and canyon bottoms.

• The ponderosa pine forest vegetation community is composed predominantly of vigorous trees, but declining trees are a component and provide for snags, top-killed, lightning- and fire-scarred trees, and coarse woody debris (>3 inch diameter), all well-distributed throughout the landscape. Snags, down logs and coarse woody debris are representative of the species within the vegetation community. Ponderosa pine snags are typically 18 inches or greater at DBH and average 1 to 2 snags per acre. There are varying sizes of snags greater than 18 inches DBH. In the Gambel oak subtype, large oak snags (>10 inches) are a well-distributed component. Downed logs (>12 inch diameter at mid-point, >8 feet long) average 3 logs per acre within the forested area of the landscape. Coarse woody debris, including downed logs, ranges from 3 to 10 tons per acre is sufficient to maintain or improve long-term soil productivity and provide cover and food for a variety of species.

• Old growth structure occurs throughout the landscape, generally in small areas as individual old growth components, or as clumps of old growth. Consistent with vegetative characteristics of a frequent, low severity fire regime, old growth is a component of uneven-aged forests, generally comprised of groups of similarly aged trees and single trees interspersed with open grass–forb–shrub interspaces, but occasionally, it occurs in larger even-aged patches where local microsites facilitate less frequent fire regimes. Within group variability may be low but variation among groups is typically high and proportions of patches with different developmental stages may vary depending on site-specific conditions. Old growth components include old trees, dead trees (snags), and dead and downed wood (coarse woody debris including large size classes). Snags and large dead and downed fuels are irregularly distributed across the landscape and may not exist in some patches. The location of old growth components shifts on the landscape over time as a result of succession and disturbance (tree growth and mortality).

• In the Gambel oak subtype, all sizes, structures (i.e., the shrub or tree forms depending on the capability of the site), and ages of oak trees are present. The Gambel oak subtype is reproducing and maintaining its presence on suitable sites across the landscape. Large to moderate sized oak snags are scattered across the landscape, as are moderate to large live oak trees with dead limbs, hollow boles, and cavities. These provide shelter and nesting habitat for a variety of wildlife species, including owls and bats.

Mid-Scale Desired Conditions (10 to 999 acres)

• At the mid-scale, Ponderosa Pine is characterized by variation in the size and number of tree groups depending on elevation, soil type, aspect, and site productivity. The more biologically productive sites contain more trees per group and more groups per area, resulting in less space between groups. At the mid-scale, openings typically range from 30 percent in more productive sites to 60 percent in the less productive sites, but extreme outlying sites can range from 10 percent (i.e., high elevation, mesic sites) and may be as much as 90 percent in low elevation sites on south-facing slopes or where site specific information indicates the site was historically more open. Tree density within forested areas generally ranges from 22 to 89 square feet basal area per acre (Reynolds et al. 2013) Ground cover consists primarily of perennial grasses and forbs capable of carrying surface fire, with basal vegetation values ranging between about 5 and 20% depending on the terrestrial ecological unit inventory.

• The mosaic of tree groups generally comprises an uneven-aged forest with all age classes present, including old growth. Groups of seedlings and saplings are maintained at sufficient levels to provide a reliable source of replacement as trees grow and progress into succeeding size and age classes. Infrequently patches of even-aged forest structure are present. Disturbances sustain the overall age and structural distribution.

• Diversity of understory species (e.g., grasses, forbs, and shrubs) is consistent with site potential and provides for infiltration of water and soil stability. The understory has a variety of heights of cool and warm season vegetation and produces seed heads and all age classes of vegetation food and cover for wildlife and forage for livestock. A mosaic of dense cover, high amounts of litter and bare ground provide habitat for a variety of species.

• Fires burn primarily on the forest floor and do not spread between tree groups as crown fire. Single tree torching and small group torching, however, are not uncommon, resulting in a mosaic across the landscape.

• Conditions in northern goshawk post-fledgling areas (PFAs) are similar to general forest conditions except these forests contain 10 to 20 percent higher basal area in mid-aged to old tree groups than in northern goshawk foraging areas and the general forest. Northern goshawk nest areas have forest conditions that are multi-aged but are dominated by large trees with relatively denser canopies than other areas in Ponderosa Pine.

Fine Scale Desired Conditions (less than 10 acres)

• Trees typically occur in irregularly shaped groups and are variably spaced with some tight clumps. Crowns of trees within the mid-aged to old groups are interlocking or nearly interlocking. Interspaces surrounding tree groups are variably shaped and comprised of a grass/forb/shrub mix. Some natural openings contain individual and randomly distributed patches of trees and a diversity of grasses and forbs which provide habitat for species, including invertebrates, small mammals, migratory birds, and turkey. Trees within groups are of similar or variable ages and may contain species other than ponderosa pine. Size of tree groups typically is less than 1 acre, but they may range from a few to many trees in extent and be larger in areas managed for bald eagles and Mexican spotted owls. Old growth groups contain trees having similar age characteristics and conditions. Such groups may include fairly similar tree ages and sizes or combinations of ages and sizes, limited amounts of dead and downed material, and dead trees and spike tops (snags), but they are readily

distinguished from adjacent groups having different characteristics. Groups at the mid-aged to old stages consist of 2 to approximately 40 trees per group.

• Dwarf mistletoe is an element of the forest landscape. There is a varied level of mistletoe across the landscape, comparable with historic conditions such that it does not impede achieving and sustaining uneven-aged forest structure. Witches brooms may form on infected trees, providing habitat for wildlife species.

• Large oak trees and pine-oak groups in the Ponderosa Pine Gambel Oak subtype provide cooler, moister microsites and higher overstory diversity than found in the Ponderosa Pine Bunchgrass subtype. Gambel oak acorns provide food for wildlife species.

Desired Tree Density

The target tree-density for any-given site, beyond the extended home ignition zone, is based on the Natural Range of Variability for Southwestern Frequent-Fire Ponderosa Pine Forests.

Narrative and Table Figure 2 from Wasserman, T.N., M.T. Stoddard, and A.E.M. Waltz. 2019. A Summary of the Natural Range of Variability for Southwestern Frequent-Fire Forests. ERI Working Paper No. 42. Ecological Restoration Institute, Northern Arizona University. 11 pp.

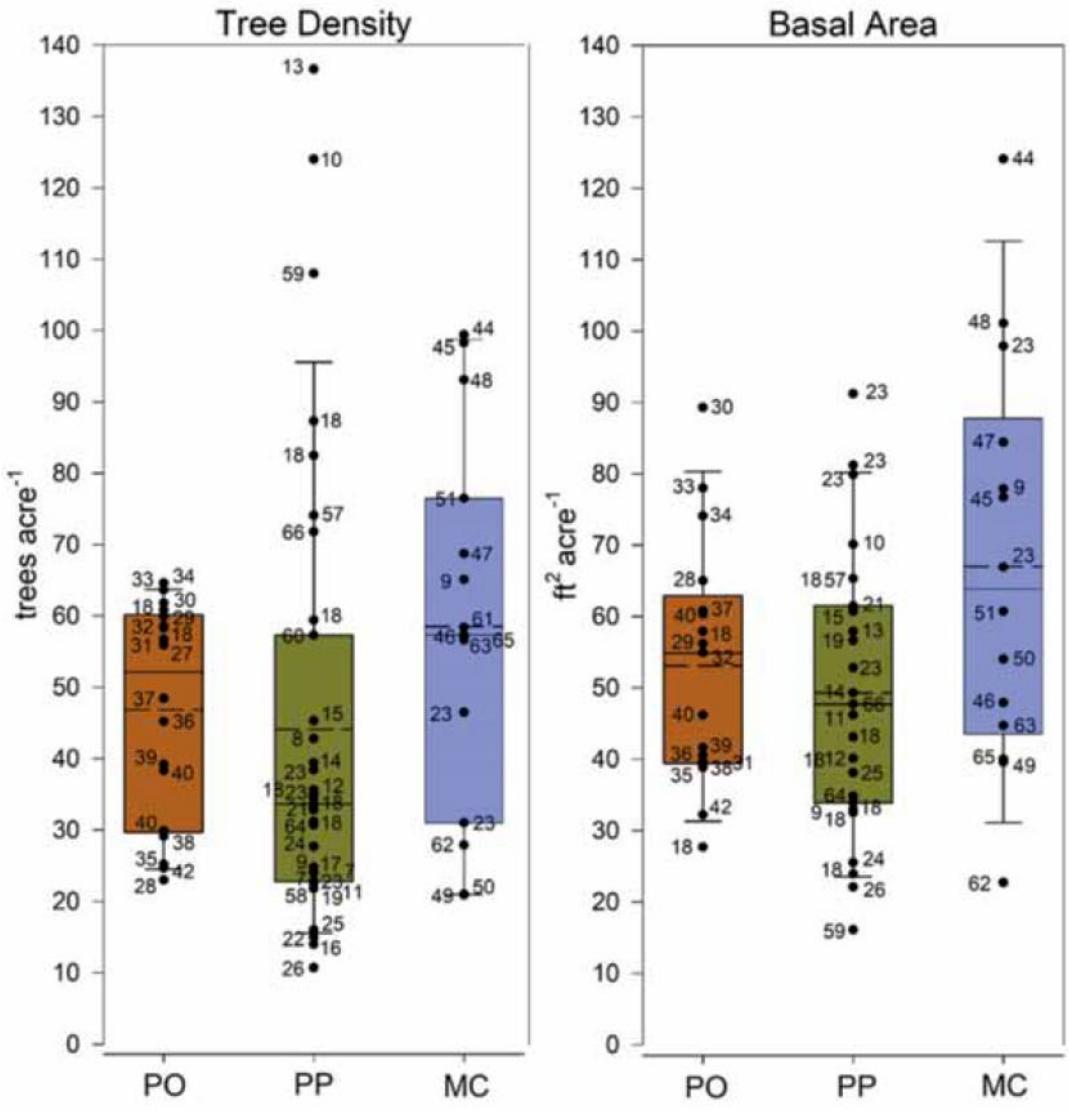


Figure 2: Boxplots of historical ranges in tree density and basal area group by forest type, in pine-oak (PO), ponderosa pine (PP), and mixed conifer (MC). Numbers in figures correspond to site numbers in Figure 1 and Table 1.

The table below From USDA General Technical Report 310 (Reynolds et al. 2013) also documents historic tree densities associated with a natural, fire adapted Ponderosa pine forest.

Table 1. Ranges of reference conditions for ponderosa pine and dry mixed-conifer forests in the Southwestern United States from studies detailed in Tables 3, 6, 7, and 9.

	Reference conditions by forest type	
Forest attribute	**Ponderosa pine**	**Dry mixed-conifer**
Trees / acre	11.7-124	20.9-99.4
Basal area (ft^2 / acre)	22.1-89.3	39.6-124
Openness (%)[a]	52-90	78.5-87.1
Openness on sites with strong tree aggregation (%)[a]	70-90	79-87
Spatial patterns	Grouped or random	Grouped or random
Number of trees / group	2-72	Insufficient data
Size of groups (acres)	0.003-0.72	Insufficient data
Number of groups / acre	6-7	Insufficient data
Snags / acre	1-10	≥ Ponderosa pine forests
Logs / acre	2-20	≥ Ponderosa pine forests

[a]Openness is the proportion of area not covered by tree crowns, estimated as the inverse of canopy cover. Openness data for dry mixed-conifer is limited; range of reference condition openness will likely change with additional studies.

FOREST STEWARDSHIP PLANS FOR DEVELOPMENTS

The following applies to larger development parcels including subdivisions, multi-family residential, commercial, and industrial development both inside and outside the Resource Protection Overlay. It does not apply to individual hazard tree removal or individual single family residential parcels. Specific determination of need will be made by Staff.

- When a Forest Stewardship Plan is required, it must include both narrative and descriptive maps documenting how existing forest conditions will be modified to align with the desired conditions and tree density as stated above.
- The Forest Stewardship Plan is in addition to the Flagstaff Zoning Code standards.
- If a parcel falls within the Resource Protection Overlay, a Forest Stewardship Plan must be reviewed and approved prior to the submittal of the Natural Resource Protection Plan that aligns with the Resource Protection Standards **(10-50.90)**.

SUMMARY

This plan has been prepared by City of Flagstaff to assist in general forest treatment planning and implementation. The recommendations will ensure a green, visually attractive, healthy forest for future generations and provide for community and first responder safety.

Forest treatments performed in and around Flagstaff and the use of fire adapted building materials and techniques greatly reduce the likely hood of devastating wildfire but will never fully eradicate fire from our ecosystem. Fire is integral to our environment, will continue to occur and is necessary to forest health. Fires will remain a threat to our community, but by ensuring adequate forest treatments are implemented we have a greatly reduced risk of large fires and the devastating damage that can result to individual properties and the greater Flagstaff Community.

Literature Cited

1. Arizona Rural Policy Institute, 2014. Flagstaff Watershed Protection Project Cost Avoidance Study.

2. Barnes, B.V., D.R. Zak, S.R. Denton, and S.H. Spurr. 1998. *Forest Ecology*. New York: John Wiley & Sons, Inc.

3. Colavito, M.M., T. Combrink, E. Hjerpe, C. Edgeley, J. Burnett, and A.J. Sánchez Meador. 2021. Full-Cost Accounting Remeasurement of the 2010 Schultz Fire: Understanding the Longterm Socio-Economic Implications of High-Severity Wildfire and Post-Wildfire Flooding. ERI White Paper—Issues in Forest Restoration. Ecological Restoration Institute, Northern Arizona University. 45 p.

4. Covington, W., P.Z. Fule, M.M. Moore, S.C. Hart, T.E. Kolb, J.N. Mast, S.S. Sackett, and M.R. Wagner. 1997. Restoring Ecosystem Health in Ponderosa Pine Forests of the Southwest. *Journal of Forestry* 95: 23-29.

5. Friederici, P. (ed.). 2003. *Ecological Restoration of Southwestern Ponderosa Pine Forests*. Washington, D.C.: Island Press.

6. Fule, P. Z., A.E.M. Waltz, W.W. Covington, T.A. Heinlein. 2001. Measuring forest restoration effectiveness in hazardous fuels reduction. *Journal of Forestry*. 99 (11): 24-29.

7. Fule, P.Z., W.W. Covington, H.B. Smith, J.D. Springer, T.A. Heinlein, K.D. Huisinga, M.M. Moore. 2002. Comparing ecological restoration alternatives: Grand Canyon Arizona. *Forest Ecology and Management* 170: 19-41

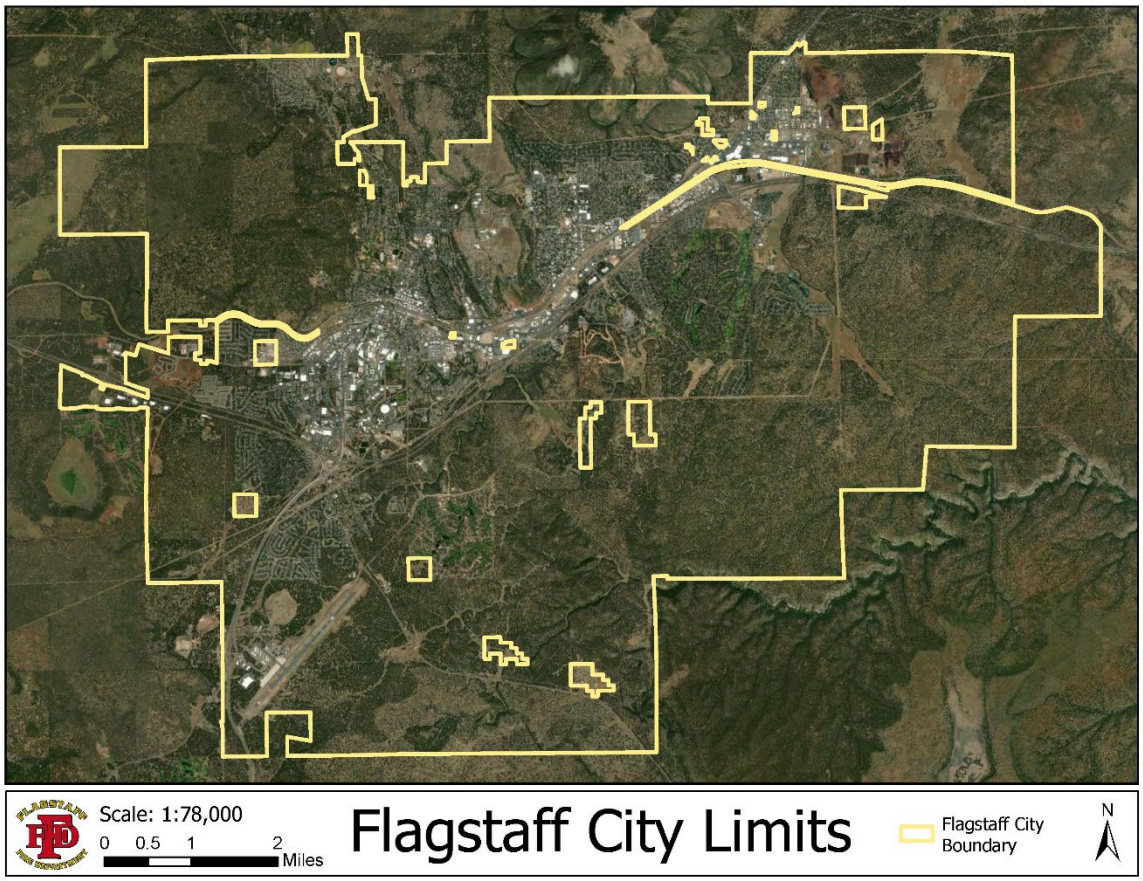
8. Hunter, M. L., 1999. *Maintaining biodiversity in forest ecosystems*. Unite Kingdom: Cambridge University Press.

9. Reynolds, Richard T.; Sánchez Meador, Andrew J.; Youtz, James A.; Nicolet, Tessa; Matonis, Megan S.; Jackson, Patrick L.; DeLorenzo, Donald G.; Graves, Andrew D. 2013. Restoring composition and structure in Southwestern frequent-fire forests: A science-based framework for improving ecosystem resiliency. Gen. Tech. Rep. RMRS-GTR-310. Fort Collins, CO: U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station.

10. USDA Land and Resource Management Plan for the Coconino National Forest, March 2018

11. Wasserman, T.N., M.T. Stoddard, and A.E.M. Waltz. 2019. A Summary of the Natural Range of Variability for Southwestern Frequent-Fire Forests. ERI Working Paper No. 42. Ecological Restoration Institute, Northern Arizona University. 11 pp.

AREA MAP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0 0.5 1 2
Miles
Flagstaff City Limits
Flagstaff City Boundary
N

City of Flagstaff Forest Management Plan

1. Background and Intent

2. Natural Environment
(Parcels without Structures)

3. Built Environment
(Parcels with Structures)

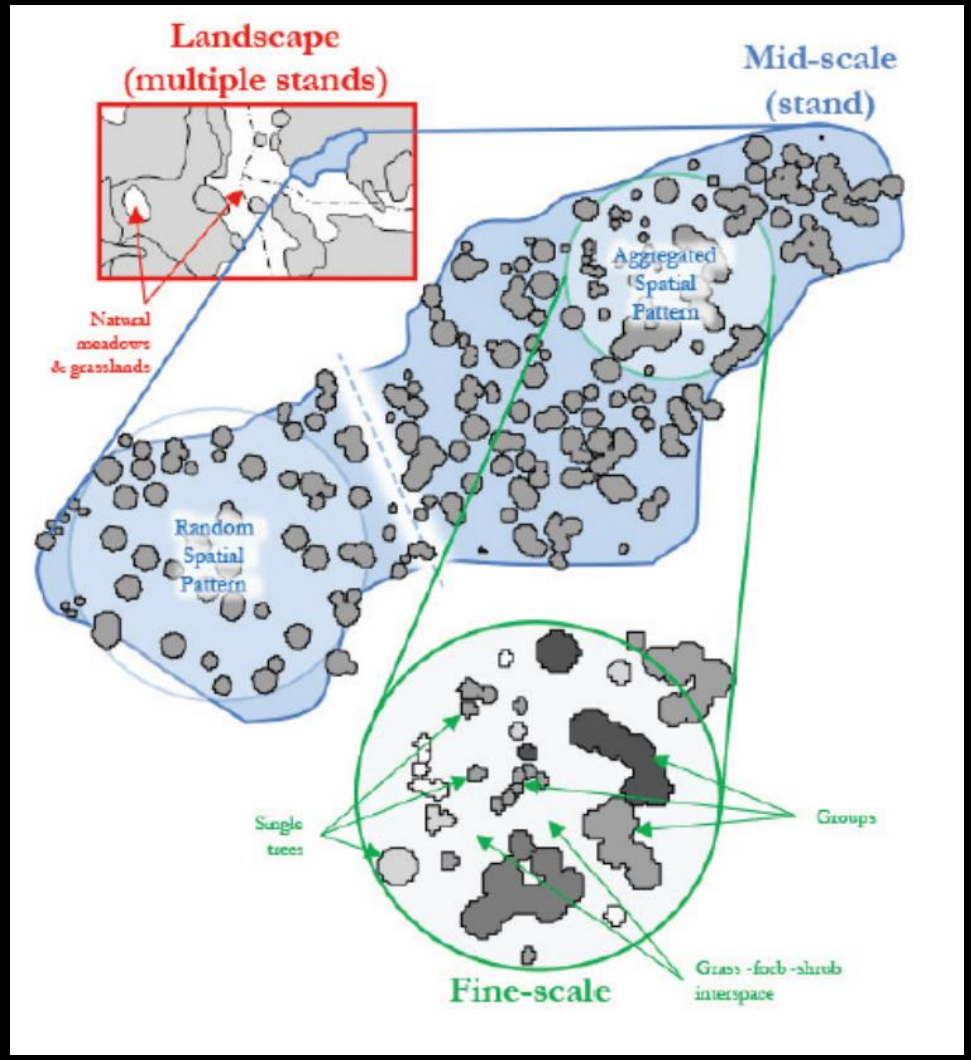
4. Forest Stewardship Plans for Developers

National Cohesive Wildfire Management Strategy

1. Resilient Landscapes
2. Fire Adapted Communities
3. Safe and Effective Wildfire Response

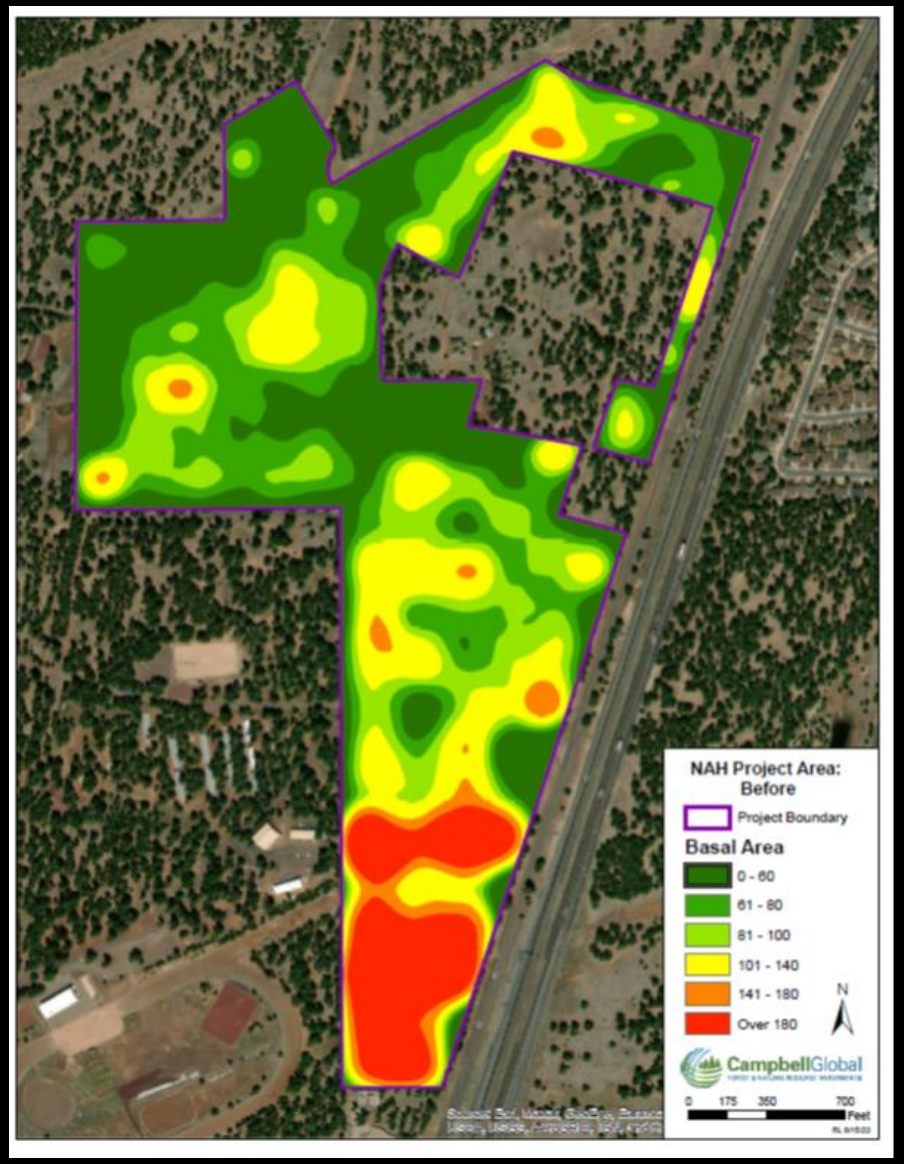
The intent of this plan is to provide generalized guidance in planning and implementing forest treatments to achieve a Desired Future Condition of our forest that is focused on enhancing community well-being.

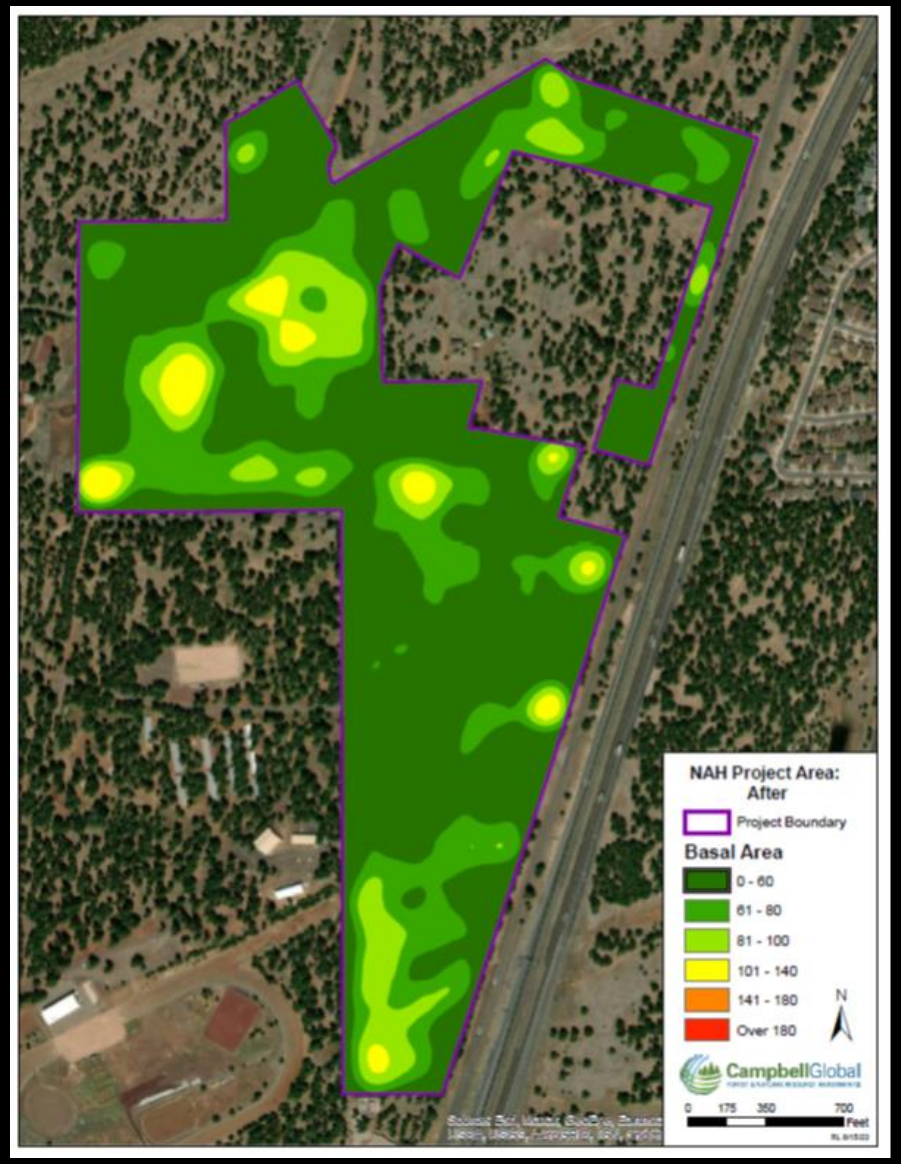
Natural Environment Without Structures Desired Conditions



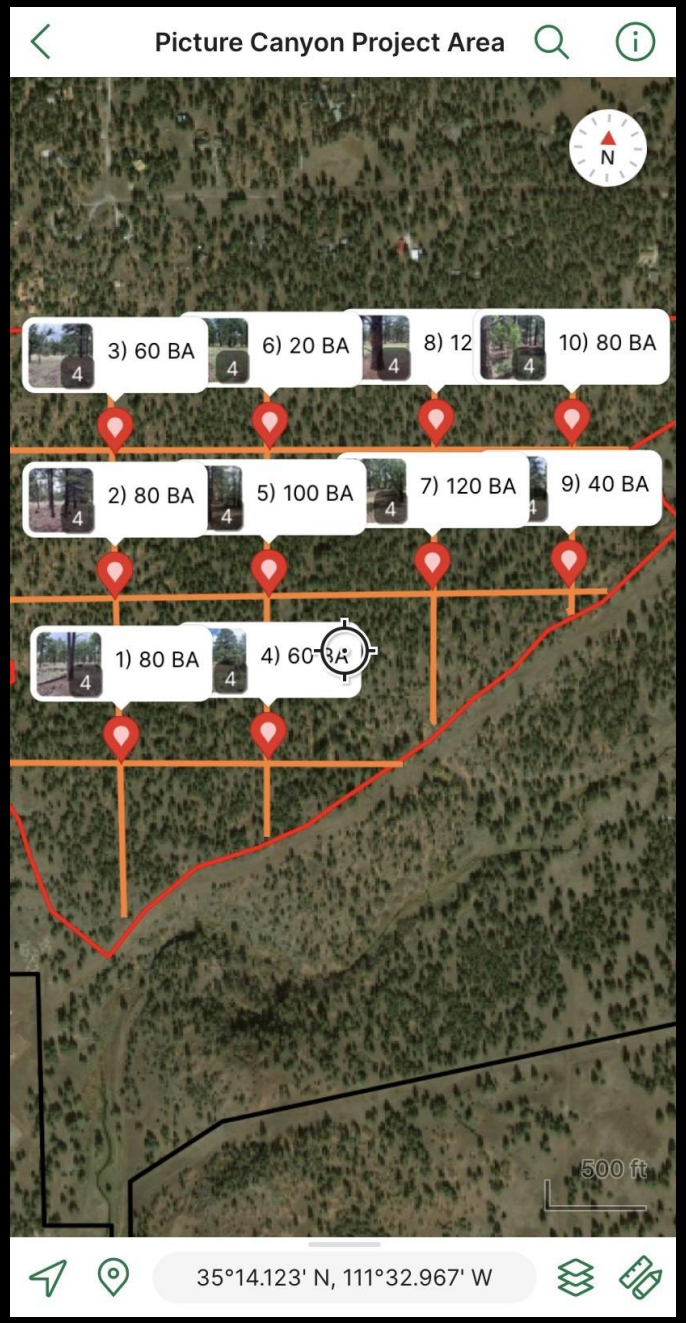
Natural Environment Without Structures
Desired Conditions

Basal Area Collected via a Drone Flight



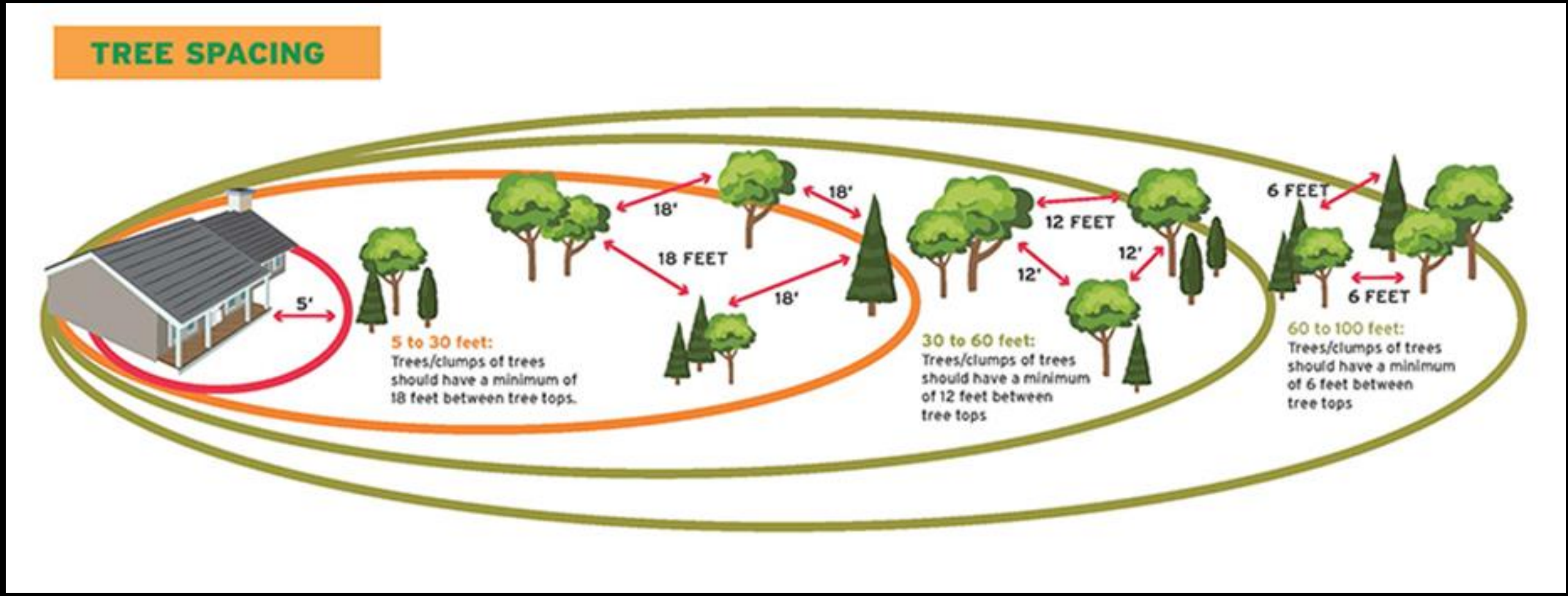


Basal Area Collected via a Sampling Grid



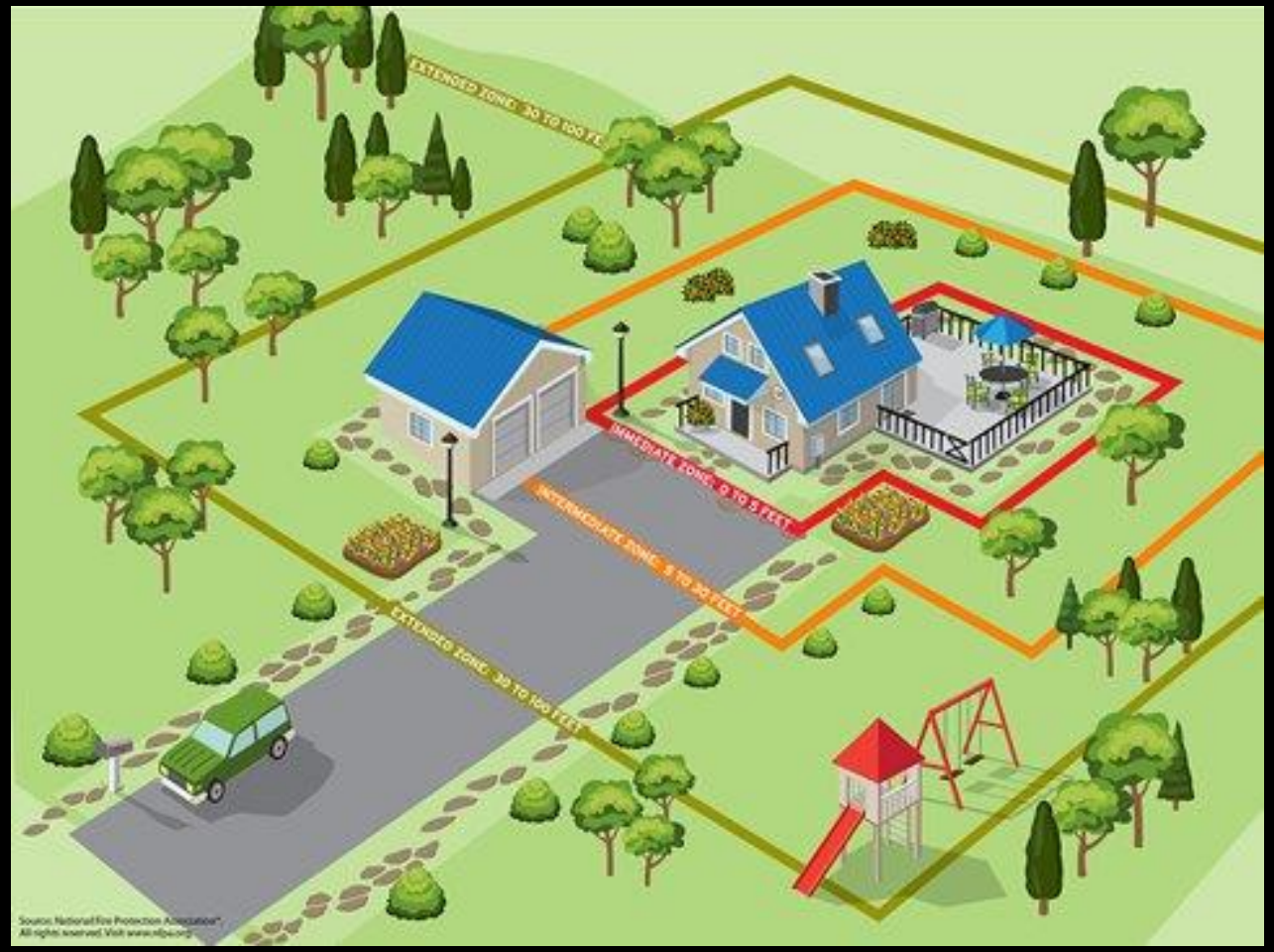
Built Environment Desired Conditions

National Fire Protection Association Firewise USA Standards



Built Environment Desired Conditions

National Fire Protection Association Firewise USA Standards



Forest Stewardship Plan for Developers

The following applies to larger development parcels including subdivisions, multi-family residential, commercial, and industrial development both inside and outside the Resource Protection Overlay. It does not apply to individual hazard tree removal or individual single family residential parcels. Specific determination of need will be made by Staff.

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- The Forest Stewardship Plan is in addition to the Flagstaff Zoning Code standards.
- If a parcel falls within the Resource Protection Overlay, a Forest Stewardship Plan must be reviewed and approved prior to the submittal of the Natural Resource Protection Plan that aligns with the Resource Protection Standards (**10-50.90**)

Supporting Healthy Forests, Fire Adapted Communities, and Safe & Effective Wildfire Response

Neil Chapman
neil.chapman@flagstafaz.gov

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Allison Hughes, Support Services Manager

Co-Submitter: Shannon Anderson

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-49: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between Arizona Department of Public safety and the City of Flagstaff for Law Enforcement Retention Initiatives Funding.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-49 by title only
2. City Clerk reads Resolution No. 2024-49 by title only (if approved above)
3. Adopt Resolution No. 2024-49

Executive Summary:

The challenges of employee retention, recruitment, and morale are pressing issues in law enforcement today. Agencies face increasing difficulties in attracting qualified candidates, retaining skilled officers, and sustaining morale amid demanding workloads, public scrutiny, and the ever-evolving nature of policing. A comprehensive Performance Recruiting and Coaching Tool can be a game-changer in addressing these challenges.

The pool of candidates interested in law enforcement careers has significantly dwindled due to public perceptions, increased job-related stress, and competition from other industries. A dedicated tool can enhance outreach by using data analytics to tailor recruitment efforts to individuals who are more likely to thrive in law enforcement. By integrating automated assessment, skill evaluations and personality tests it can ensure agencies are attracting candidates with the right aptitude and mindset.

Retention is a critical issue as agencies struggle with turnover, early retirements, and officer burnout. Having a comprehensive tool in place to help foster career growth through coaching, mentorship and career development pathways officers can see a future within the organization, increasing job satisfaction and loyalty.

Investing in a Performance Recruiting and Coaching Tool is a proactive approach to addressing recruitment, retention, and morale challenges in law enforcement. By focusing on both organizational needs and the well-being of its officers, agencies can build a more sustainable, motivated, and effective workforce that is better prepared to serve the community.

Financial Impact:

An Intergovernmental Agreement between the city and Arizona DPS is required in order for DPS to transmit the funds to our agency. After obtaining the funding, the Police Department will work on selecting and procuring the services covered by this IGA.

Policy Impact:

The implementation of a Performance Recruiting and Coaching Tool can have profound impacts on law

enforcement policies by fostering a data-driven, transparent, and consistent approach to recruitment, retention, discipline, and community engagement. As policies evolve to incorporate the capabilities of this tool, agencies can create a healthier work environment, retain talented officers, and build greater trust with the communities they serve.

Previous Council Decision or Community Discussion:
No previous Council decision or community discussion.

Options and Alternatives to Recommended Action:
Approve the Intergovernmental Agreement between the City and Arizona Department of Public Safety.

Background and History:
In the fiscal year 2024-2025, the Arizona Legislature appropriated funds specifically for law enforcement retention. House Bill 2897 (HB2897) outlines allocations to various law enforcement agencies for recruitment and retention services and software. These funds are intended to support programs that improve officer retention rates and attract new recruits. These combined efforts reflect a comprehensive approach by DPS and associated agencies to address recruitment and retention challenges, ensuring that law enforcement personnel are adequately supported and equipped to serve Arizona's communities effectively.

An Intergovernmental Agreement between the city and Arizona DPS is essential for ensuring that state-allocated funds are used effectively, transparently, and in compliance with legal requirements. It creates a framework for collaboration, clarifies expectations, and provides accountability, which ultimately benefits the community by enhancing the effectiveness of law enforcement programs and initiatives.

Connection to PBB Priorities and Objectives:
High Performing Governance
Safe and Healthy Community
By prioritizing these initiatives, the city shows a commitment to being responsive, efficient, and forward-thinking in its governance while ensuring that residents live in a safe, healthy environment. The IGA is not just a legal mechanism for receiving funds--it's a strategic tool that aligns with and advances the city's broader priorities, reinforcing trust between the government and the community it serves.

Connection to Regional Plan:
n/a

Connection to Carbon Neutrality Plan:
n/a

Connection to 10-Year Housing Plan:
n/a

Attachments: Res. 2024-49
Retention Initiatives IGA

RESOLUTION NO. 2024-49

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARIZONA DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF FLAGSTAFF FOR LAW ENFORCEMENT RETENTION INITIATIVES FUNDING.

RECITALS:

WHEREAS, this Agreement is made under the authority of Arizona Revised Statues Section 11-952 as a joint exercise of powers; and

WHEREAS, the purpose of this Agreement shall be to accomplish the provisions of Laws 2024, Chapter 209, Section 9 regarding funding for “Law enforcement retention initiatives”; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public.

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 Public Safety and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties (“Effective Date”).

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 3rd day of December, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – IGA

DPS Contract #_____

AGREEMENT
REGARDING
LAW ENFORCEMENT RETENTION INITIATIVES FUNDING

This Agreement is entered into between the State of Arizona through the Department of Public Safety, hereinafter referred to as "DPS", and the City of Flagstaff, Arizona, hereinafter referred to as "the City".

The purpose of this Agreement shall be to accomplish the provisions of Laws 2024, Chapter 209, Section 9 regarding funding for "Law enforcement retention initiatives".

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

DPS agrees to transfer $150,000.00 to the City, upon execution of the Agreement. Pursuant to Laws 2024, Chapter 209, Section 9, the City shall utilize such funds for recruitment and retention services and software from a vendor that:

1. Offers performance coaching services facilitated by qualified coaches who have been trained or vetted by current or former instructors of the Federal Bureau of Investigation National Academy.

2. Provides accessible coaching services through an online platform, which offers a wide array of coaching options and subject areas for law enforcement professionals.

3. Includes analytics to measure the impacts of recruitment and retention services, including assessments of individual officer or employee performance.

4. Offers a comprehensive recruitment audit and training program designed specifically for agency recruiters.

5. Provides software or technology solutions to support a variety of recruitment and retention activities within law enforcement agencies.

II. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which 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 or for any damages because of termination under this paragraph.

III. NON-DISCRIMINATION

The Parties shall comply with Executive Order 2023-001, which mandates that all persons, regardless of race, color, religion, sex, age national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

IV. INDEMNIFICATION

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

V. RECORDKEEPING

All records regarding the Agreement, including procurement and financial records, must be retained for five (5) years after the termination of the agreement in compliance with A.R.S. §35-214, entitled Inspection and Audit of Contract Provisions.

VI. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the Agreement.

VII. ARBITRATION

The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

VIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained, shall be retroactive to July 1, 2024, and shall expire on June 30, 2025 or upon full expenditure of the funds, whichever comes last. If funds are not allocated to support this agreement, DPS will provide written notice to the City notifying them of termination of funding and cancellation of the Agreement.

IX. CANCELLATION

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

X. TERMINATION

Either party may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. Any notice required to be given under the Agreement will be provided by mail or e-mail to:

DPS Budget Office
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 1330
Phoenix, Arizona 85005-6638
Grants@azdps.gov

Shannon Anderson
Sr Deputy City Manager, City of Flagstaff
sanderson@flagstaffaz.gov

XI. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

By: _____ Date: _____
Jeffrey Glover, Colonel
Director

CITY OF FLAGSTAFF

By:_____ Date: _____
Becky Daggett
Mayor

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Co-Submitter: Kevin Fincel

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-50: A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the development agreement with Little America Hotels and Resorts, LLC ("Little America") for construction of the John Wesley Powell (JWP) extension across Little America property.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-50 by title only
2. City Clerk reads Resolution No. 2024-50 by title only (if approved above)
3. Adopt Resolution No. 2024-50

Executive Summary:

State law allows the City to enter into development agreements by resolution. The proposed development agreement governs the terms and conditions for the construction of the JWP extension across Little America property.

City Staff involved in these numerous meetings have included members from Community Development, City Engineering & Capital Improvements, the City Attorney Division, and the City Manager's Office.

Financial Impact:

In November 2018, voters approved Proposition 419, which allocated a proportional share of funding for roadway, bike, and pedestrian improvements along the future John Wesley Powell extension. The City has reached agreement with the owners of the property on which the JWP extension will be constructed, as well as the owners of the Juniper Point development which will require the JWP extension for secondary access, for the dedication and purchase of right-of-way and road construction obligations. The identified funding from Proposition 419 will pay for the City's proportionate share of the cost of the JWP extension.

Policy Impact:

There are no policy impacts identified as part of this request.

Previous Council Decision or Community Discussion:

City staff have presented to City Council and the public on multiple occasions regarding the JWP extension.

Options and Alternatives to Recommended Action:

The City Council may approve the Development Agreement as presented.
The City Council may approve the Development Agreement with additional, modified, or deleted terms.
The City Council may remand the Development Agreement back to staff for additional negotiations with the applicant.
The City Council may deny the Development Agreement.

Background and History:
On February 20, 2018, City Council approved the contract with Peak Engineering, Inc. for the John Wesley Powell Area Specific Plan Study to develop a Specific Plan to guide the future private development of public infrastructure, utilities, and public facilities (schools, fire/police stations, libraries, parks, etc.) in the area surrounding the John Wesley Powell extension. In November 2018, voters approved Proposition 419 which allocated a proportional share of funding for roadway, bike, and pedestrian improvements along the future John Wesley Powell extension. On October 27, 2020, City Staff and the JW Powell Design Team presented an update to City Council regarding the current design work and the Land Use Framework. On January 28, 2021, the JW Powell Design Team conducted a meeting with the property owners along the original John Wesley Powell extension alignment to discuss impacts to their respective parcels. Starting in May 2021, the JW Powell Design Team began to meet with the large-parcel property owners regarding a revised alignment through their parcels. On June 28 and July 7, 2022, City Council, along with copious community input, selected the final alignment for the new JWP extension. The final alignment shifts the alignment to the west and out of the South Fourth Street corridor.

Connection to PBB Priorities and Objectives:
Livable Community: Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities.

Connection to Regional Plan:
The JWP extension provides a key transportation connection between the south part of Flagstaff to the South Fourth Street corridor.

Connection to Carbon Neutrality Plan:
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

Connection to 10-Year Housing Plan:
Create 2.2: Identify suburban areas to support greater density and intensity of development.

Attachments:
Res. 2024-50
Agreement for JWP Roadway Dedication and Construction
Exhibit A - Legal Description of Little America Property
Exhibit B - JWP Cross Sections
Exhibit C - Depiction of Severed Property
Exhibit D - Depiction of Abutting City Property
Presentation

RESOLUTION NO. 2024-50

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN LITTLE AMERICA HOTELS AND RESORTS, LLC AND THE CITY OF FLAGSTAFF RELATED TO CONSTRUCTION OF THE JOHN WESLEY POWELL (JWP) EXTENSION ACROSS LITTLE AMERICA PROPERTY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Little America Hotels and Resorts, LLC ("Owner") owns land generally located east of I-40 and south of Butler Avenue ("Property"); and

WHEREAS, the City and Owner desire to enter into a Development Agreement, in the form attached to this Resolution as Exhibit A ("Development Agreement"), to provide for the terms and conditions for the construction of the JWP extension across Little America property and to set forth in detail certain obligations of the City and Owner; and

WHEREAS, construction of the JWP extension pursuant to the terms and conditions of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and the City and Owner acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of A.R.S. § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That the City Clerk be hereby directed to record a copy of the Development Agreement with the Coconino County Recorder no later than ten days after the Development Agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of December 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A - Development Agreement

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

AGREEMENT FOR ROADWAY DEDICATION AND CONSTRUCTION (JWP)

THIS AGREEMENT FOR ROADWAY DEDICATION AND CONSTRUCTION (JWP) (this "Agreement") is entered into as of this ___ day of _____, 202__, by and among the City of Flagstaff, an Arizona municipal corporation ("City"), and Little America Hotels and Resorts, LLC, a Wyoming limited liability company, formerly known as Little America Hotels & Resorts, Inc. ("Little America"). City and Little America may be referred to in this Agreement as "Party" in the singular, and collectively as the "Parties."

RECITALS

A. Little America is the owner of that certain real property consisting of approximately 531 acres within the City of Flagstaff, Arizona, and legally described on Exhibit "A" attached hereto (the "Little America Property").

B. City desires to complete a roadway extension project, which will extend the public right-of-way of John Wesley Powell Boulevard (as now existing or hereafter expanded or improved, "JWP") from its current terminus near the existing Pine Canyon development to the boundary of the Canyon del Rio development (the "New JWP Right of Way").

C. In order to facilitate the design and construction of the New JWP Right of Way, City is in the process of entering into agreements with the applicable property owners that own the private property within which the New JWP Right of Way is planned to be located.

D. A portion of the New JWP Right of Way is located on the Little America Property. In consideration of the future development of the Little America Property, Little America will dedicate to the City at the time specified herein (1) certain real property being approximately one hundred and one feet (101') in width, and (2) necessary slope and drainage easements for the City's construction and operation of the Initial Buildout (defined herein) of the New JWP Right of Way over the Little

America Property. The exact scope of the New JWP Right of Way that Little America will dedicate to the City shall be determined as further set forth herein.

E. The Parties acknowledge that, at the time of future development of the Little America Property, Little America would have certain obligations to contribute to the design and construction of the Initial Buildout (as defined herein) of the New JWP Right of Way located within the Little America Property. The City has also previously acknowledged the importance of expanding JWP and has raised funds, through tax revenue funded by Proposition 419 and other sources, to pay for a portion of the design and construction of the Initial Buildout of the New JWP Right of Way. At present, Little America does not have a timeline for the development of its property. As such, the City would either need to exercise its condemnation authority under A.R.S. § 12-1111 to acquire the necessary right-of-way for the New JWP Right of Way within the Little America Property or wait until Little America develops the Little America Property and, at such time, require that Little America contribute to the design and construction of the New JWP Right of Way as a condition to development. Accordingly, to facilitate an earlier construction of the New JWP Right of Way, the Parties desire to provide for the design and construction of, and payment of design and construction costs for, the Initial Buildout of the New JWP Right of Way, which will satisfy all future obligations of Little America with respect to the design and construction of JWP, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. Dedication and Scope of New JWP Right of Way.

a. Agreement to Dedicate. Subject to the performance by the City of its obligations hereunder, and the other terms of this Agreement, Little America agrees (i) to dedicate to the City fee title to that portion of the New JWP Right of Way located within the Little America Property (the "ROW Dedication"), and (ii) grant the City non-exclusive slope, temporary construction, and drainage easements required in connection with the construction and operation of the Initial Buildout of the New JWP Right of Way located within the Little America Property (each an "Easement" and together the "Easements"). Notwithstanding the foregoing, Little America reserves from such Easements the right to utilize and construct improvements within the areas subject to such Easements provided the same does not materially and adversely impact the construction or operation of the New JWP Right of Way within the Little America Property. The City agrees that the ROW Dedication for the New JWP Right of Way will be used as a public right-of-way only (and will not be expanded beyond a four (4) lane roadway), that no overhead powerlines will be located within the New JWP Right of Way, and that all sewer, water, gas, communication and electrical utilities that are now or hereafter placed within the New JWP Right of Way will be placed underground, to the extent it is commercially reasonable to do so.

b. Alignment of New JWP Right of Way and Preparation of Dedication Documents.

i. The Parties agree that the current proposed alignment of the New JWP Right of Way is as shown on Exhibit "B" attached hereto. The Parties acknowledge and agree that the final alignment and cross sections of the New JWP Right of Way within the Little America Property shall be mutually agreed to by the Parties and determined by the Dedication

Document submitted to and approved by the City pursuant to Section 1(b)(ii) below; provided, however, that the end points of the New JWP Right of Way within the Little America Property terminating at the Canyon del Rio property to the northeast and at the Gibson property to the southwest shall remain substantially the same as shown in Exhibit "B".

ii. Within sixty (60) days after the Effective Date, Little America shall prepare (at its sole cost and expense) and submit to the City, for City review, a map of dedication or separate instrument to effectuate a dedication (the "Dedication Document") for the ROW Dedication to the City. The Dedication Document will also include a final legal description of Little America's ROW Dedication. The Dedication Document is subject to approval through normal City processes, provided that the City agrees to use commercially reasonable efforts to review and process such Dedication Document within thirty (30) days after receipt. The Dedication Document and the legal description for the ROW Dedication by Little America will be consistent with the current alignment of the New JWP Right of Way as shown in Exhibit "B", it being understood by the Parties that the final alignment within the Little America Property may deviate from the current alignment shown in Exhibit "B" (except for the end points which are to remain the same per Section 1(b)(i) above).

iii. The Parties will use commercially reasonable efforts to cause the Dedication Document to be approved by the City within one hundred twenty (120) days after the Effective Date. Little America agrees to promptly respond to any City comments on the Dedication Document.

iv. Within sixty (60) days of the City providing Little America with final approved plans for construction of the initial Buildout of New JWP Right of Way (referred to hereinafter as the Roadway Plans), Little America will dedicate the Easements to the City through a map of dedication.

c. City Acceptance of ROW Dedications. Prior to the ROW Dedication, Little America will satisfy and cause to be removed from title to the ROW Dedication, any mortgage, deed of trust, tax lien, judgment lien, or mechanic's lien encumbering such ROW Dedication. Subject to the foregoing sentence, the City agrees that if it approves of the Dedication Document for such ROW Dedication, the City will be deemed to have accepted and approved of such ROW Dedication subject to all matters of record.

d. Timing of Dedication. Within ten (10) business days after the Dedication Document has been approved by the City, Little America and City shall execute the Dedication Document and cause the same to be recorded in the Official Records of the Coconino County Recorder's Office. City and Little America agree to execute such other documents and agreements, at no cost or liability to such party, as may be reasonably required in order to complete the ROW Dedication.

e. Adjustments to Final ROW Dedications. The Parties acknowledge that in connection with the final design and construction of the Initial Buildout of the New JWP Right of Way, the final dimensions and alignment of the ROW Dedication may need to be modified to consider various engineering or construction changes or modifications. Once the final approved plans for the construction of the Initial Buildout of the New JWP Right of Way are complete, the City (through review by City Staff and approval by the City Manager) and Little America agree to execute an

additional Dedication Document as may be needed to reflect any changes to the New JWP Right of Way; provided, however, the City agrees not to make any changes to the dimensions and alignment of the New JWP Right of Way, as set forth on Exhibit "B", that would, in Little America's reasonable judgment, materially and adversely impact Little America's development of the Little America Property or the costs to construct the Initial Buildout (increases in costs of more than $50,000 will be deemed material and adverse), without Little America's consent.

f. Conditions Precedent to Obligation to Dedicate. Notwithstanding anything to the contrary contained herein, Little America shall have no obligation to dedicate to the City its ROW Dedication until all other applicable owners of the other properties within which the New JWP Right of Way is located have entered into agreements for the dedication, design, and construction of the remaining portions of the New JWP Right of Way.

g. Reversion of Fee Title. If City does not receive a construction permit and commence construction of the Roadway Section within three (3) years following the Effective Date of this Agreement, then unless otherwise mutually agreed to by the Parties, City shall promptly convey, by special warranty deed, fee title to the ROW Dedication (which is the portion of the New JWP Right of Way located within the Little America Property dedicated by Little America to the City per this Agreement) back to Little America at no cost to Little America. Upon the conveyance by the City of fee title to the ROW Dedication to Little America pursuant to this Section 1(g), this Agreement shall automatically terminate and be of no further force or effect.

2. Design and Construction for Initial Buildout; Reimbursement Obligations of Little America.

a. General. As further set forth herein, City agrees, at its sole cost and expense, to design and construct the Initial Buildout of the New JWP Right of Way located within the Little America Property (the "Roadway Section").

b. Scope of Initial Buildout. The Roadway Section improvements to be constructed by the City pursuant to this Agreement shall only consist of a two-lane roadway consistent with interim cross-sections No. 2 and No. 3, as such interim cross-sections are further described and shown on Exhibit "B" (the "Initial Buildout"). The Parties acknowledge the New JWP Right of Way is not being fully built out, and that the City's design and construction obligations hereunder with respect to the Roadway Section is limited to the Initial Buildout, it being understood that the City's design and construction obligations for the Initial Buildout include all elements of design and construction, including, but not limited to, grading work and construction of all wastewater, water, storm drain, dry utilities (which will be requested by the City but subject to final dry utility company approvals), concrete, paving, street lights, sidewalks, FUTs trails, landscaping, retaining walls, culverts and/or bridges per the approved Roadway Plans. If, following the completion of the Initial Buildout, City desires to complete full buildout of the Roadway Section, City shall be responsible for constructing the full buildout and Little America shall have no obligation to contribute to the costs of such construction.

c. Design.

i. By City. City agrees, at its sole cost and expense, to cause the Roadway Section to be fully designed, including the preparation of all required plans and specifications

therefor (the "Roadway Plans"). The Roadway Plans will comply with this Agreement. City will use commercially reasonable efforts to cause the Roadway Plans to be completed and approved by the City, and obtain required federal permitting approvals, within eighteen (18) months after the Effective Date.

ii. Cooperation on Design. The City and Little America will work together in connection with the preparation of the Roadway Plans to ensure that the Initial Buildout contains landscaping and design elements that will be installed at the sole cost and expense of City. The Parties recognize and agree that the landscaping will be designed and installed to harmonize with the natural setting, similar to the existing segment of JWP from Lake Mary Road to its current northern terminus near the existing Pine Canyon development. The landscaping will include native pine trees, grasses, and other vegetation within the center median and on cut and fill slopes. Ample native pine tree plantings will be provided on cut and fill slopes to allow these areas to more quickly return to a natural forested appearance. The City further recognizes that Little America is especially interested in the portion of the Roadway Section that crosses the Rio de Flag within the Little America Property. The Initial Buildout will be designed in a manner so that it will safely accommodate a vehicular speed of no less than 40 miles per hour; provided, however, the Parties agree that the posted speed limit for the New JWP Right of Way will not exceed 35 miles per hour, subject to future City Council consideration and revisions.

iii. Approval of City Roadway Plans by Little America. Prior to preparing the Roadway Plans, to commence the design process, the City and Little America shall hold a meeting at a time and place mutually agreed to by the Parties to discuss the design of the Initial Buildout (the "Design Kick-off Meeting"). Following the Design Kick-off Meeting, once the Roadway Plans have achieved 30%, 60% and 90% design drawings, at each of such stages, a meeting shall be held at a time and place mutually agreed to by the Parties (each a "Stage-Gate Meeting") for Little America (and any of its respective consultants engaged by Little America) to comment on and approve of the Roadway Plans, which approval will not be unreasonably withheld, conditioned, or delayed. To the extent Little America has any comments, the Parties will work together in good faith during and after each Stage-Gate Meeting to resolve those comments in a manner reasonably acceptable to the Parties. Furthermore, during review and finalization of the 60% design drawings, the City and Little America will agree on the locations abutting the Little America Property that will connect with the New JWP Right of Way. After the 90% design drawings are mutually approved by City and Little America, Little America will have no further right to approve the City Roadway Plans unless the City desires to make any material changes. Once the final Roadway Plans are complete, the City will provide the same to Little America so it can confirm no material changes were made.

d. Construction.

i. By City. Within one-hundred eighty (180) days after the approval of the Roadway Plans (or such longer time as may be reasonably necessary to comply with the Public Bidding and Procurement Laws (as defined below)), City will select a contractor to construct the Roadway Section and will enter into a contract with such contractor acceptable to City, provided that such contract will provide for a warranty of all improvements for the applicable warranty periods required by the City. Subject to Force Majeure Delays (as defined herein), City will cause the Roadway Section to be constructed in a good and workmanlike manner, and in substantial accordance with the Roadway Plans, within twenty-four (24)

months after the first construction permit is issued for the Roadway Section. Subject to any reimbursements provided herein, City will be solely responsible for all costs and expenses incurred to design and construct the Roadway Section. City agrees that the bidding, procurement and contracting for the design of the Roadway Plans and the construction of the Roadway Section will be conducted in accordance with all applicable laws, rules, regulations, and ordinances of the State of Arizona and the City of Flagstaff applicable thereto, including, without limitation, to the extent applicable, Title 34 of the Arizona Revised Statutes (Public Buildings and Improvements) and the Arizona Procurement Code (A.R.S. §§ 41-2501 et. seq.) (collectively, the "Public Bidding and Procurement Laws").

ii. Force Majeure Delay. The applicable commencement and/or completion time periods for the construction of the Roadway Section by the City required pursuant to this Agreement shall be extended by a time equal to any period that progress and/or construction is delayed due to any cause beyond the reasonable control of the City, including without limitation, strikes, riots, national emergency, fire or other casualty, natural disaster, acts of war, acts of violence, injunction in connection with litigation or arbitration, acts of God, or any governmental agency having jurisdiction over the Little America Property (each, a "Force Majeure Delay"). If City obtains notice of any proposed or pending Force Majeure Delay, City shall promptly provide written notice of such Force Majeure Delay to Little America, which notice shall reasonably detail the reason(s) giving rise to the Force Majeure Delay and what efforts the City intends to take to minimize the Force Majeure Delay, and which shall also set forth a good faith estimate of the anticipated duration of the Force Majeure Delay.

e. Reimbursement by Little America.

i. While Little America is not contributing upfront to the costs to design and construct the Initial Buildout of the New JWP Right of Way either within or outside the Little America Property (the "Overall JWP Costs"), Little America agrees to pay to the City certain amounts that constitute Little America's proportionate share of the Overall JWP Costs ("Proportionate Share"), which shall be paid by Little America to the City as development of the Little America Property occurs in accordance with Sections 1(e)(ii)-(vi) below.

ii. The amount of Little America's Proportionate Share of the Overall JWP Costs shall hereby be set at $5,599,223 (the "Total Reimbursement Amount").

iii. Payment by Little America of its Proportionate Share to the City shall only be required and become due upon pulling a building permit for a development on the Little America Property that utilizes (or ties in to) the New JWP Right of Way for vehicular access (including required secondary access). Any future development of the Little America Property that does not include a vehicular driveway that connects to the New JWP Right of Way shall be deemed not to utilize (or tie in to) the New JWP Right of Way for vehicular access (including required secondary access).

iv. In recognition of the large size of the Little America Property and that development of the Little America Property will likely occur in phases over time, Little America's payment of its Proportionate Share shall be paid by Little America in installments proportionate to the actual development of the Little America Property as development occurs, which will include all development on the Little America Property (e.g., residential,

commercial, resort amenities, etc.). As such, if the Little America Property is developed in a manner that utilizes the New JWP Right of Way for access (thereby triggering Little America's reimbursement obligation pursuant to subsection (iii) above), Little America's payment amount shall be calculated based on the percentage of the currently undeveloped Little America Property that is developed (by way of example: if ten percent (10%) of the Little America Property is developed, then the payment amount due to the City as a condition to pulling a building permit for such development shall be an amount equal to ten (10%) of the Total Reimbursement Amount). The Parties acknowledge and agree that, for purposes of calculating Little America's payment amount pursuant to this Section 2(e)(iv), the portion of the Little America Property that is "currently undeveloped" is comprised of 492 acres (consisting of Coconino County Assessor Parcel Numbers 104-12-004, 106-04-005B, 106-09-001, 106-09-002, 106-10-001B, 106-10-001C, 106-10-001D, and 106-10-002). The Parties further acknowledge and agree that the City may condition a building permit for development of the Little America Property on payment of Little America's Proportionate Share in the amount due pursuant to this Section.

v. Any and all reimbursement obligations of Little America pursuant to this Agreement, including, but not limited to, any and all reimbursement and payment obligations under this Section 2(e), shall expire on the date that is ten (10) years after the Effective Date of this Agreement.

f. Turn Lanes, Traffic Signals, and Intersection Improvements. If, upon development of the Little America Property, the City requires any turn lanes, traffic signals, or intersection improvements for the development of the Little America Property that are not included in the Initial Buildout, then Little America will be responsible to construct and pay for such improvement(s) when it develops the portion of the Little America Property requiring such turn lanes or traffic improvements; provided, however, such improvements shall only be required by the City if warranted by a traffic impact analysis submitted for the Little America Property.

g. Future Sidewalks. The Parties acknowledge that in connection with the Initial Buildout, a sidewalk and related improvements are only being constructed on one side of the New JWP Right of Way. Little America agrees that, except as provided in this Section 2(g), when it develops any portion of its Property that abuts the New JWP Right of Way, it will complete the sidewalk and related improvements on the side of the New JWP Right of Way that abuts the portion of its Property being developed (the "Remaining Sidewalk"). The improvements for the Remaining Sidewalk will be as shown on the applicable Roadway Plans cross sections. For purposes of this Section 2(g), for a development to abut the New JWP Right of Way (thereby triggering Little America's obligation to construct the Remaining Sidewalk), such development must satisfy the following conditions: (i) the property being developed must adjoin and share a border with the New JWP Right of Way; and (ii) the property being developed must utilize (or tie in to) the New JWP Right of Way for vehicular access (including required secondary access). The Parties acknowledge and agree that, in the event Little America develops a portion of its Property that abuts the New JWP Right of Way, Little America shall only be responsible for constructing the portion of the Remaining Sidewalk improvements within the New JWP Right of Way along the perimeter of the abutting property being developed. The Parties further acknowledge and agree that Little America's obligation to construct the Remaining Sidewalk improvements shall expire upon the City's construction of a FUTS on the side of the New JWP Right of Way where the Remaining Sidewalk improvements are to be located, as shown by the future four-lane cross-section on Exhibit "B".

3. No Further Obligations For JWP. In consideration for Little America's agreement to make its ROW Dedication at no cost and expense to the City and to contribute to the costs of the design and construction of the Initial Buildout of the New JWP Right of Way pursuant to this Agreement, the City agrees that this Agreement contains all obligations and liabilities of Little America with respect to the New JWP Right of Way, and the design, construction, and improvement thereof, and that Little America will not be obligated, now or in the future, to further design, construct, or otherwise improve the New JWP Right of Way (except for the improvements identified in Sections 2(f) and 2(g) above), regardless of the ultimate development that occurs on Little America's Property. Any further design, construction, or improvement of the New JWP Right of Way (including, but not limited to, expansions, realignments, and additions of sidewalks not identified in Section 2(g), landscaping, trails, bike lanes and/or other related improvements), or payment for the costs thereof, will be a regional improvement and the obligation of the City or other third-party property owners (excluding Little America and other future owners of the Little America Property).

4. Land Swap or Sale for Severed Property. The Parties acknowledge and agree that the alignment for the New JWP Right of Way within the Little America Property would result in the bifurcation of certain portions of the Little America Property, with portions of the Little America Property located on the east side of the New JWP Right of Way ("Severed Property") separated from the remaining Little America Property on the west side of the New JWP Right of Way, as illustrated by the exhibit in Exhibit "C" attached hereto. In the event the construction of the Initial Buildout of the New JWP Right of Way results in Severed Property, Little America shall be entitled to elect (in its sole discretion) one of the following options: (i) enter into an agreement with the City for the exchange of all or a portion of the Severed Property with any other properties owned by the City that abut the Little America Property and are of substantially equal value pursuant to the authority granted to the City pursuant to Flagstaff City Charter, Article I, Section 3 and A.R.S. § 9-407 (for purposes of this option (i), abutting City property shall include, but is not limited to, the City-owned properties depicted in Exhibit "D" attached hereto); or (ii) sell to the City all or a portion of the Severed Property an amount equivalent to the per-acre price the City pays to the applicable owners of the Canyon del Rio project (the "CDR Owners") for the right-of-way dedication to be made by the CDR Owners for the New JWP Right of Way pursuant to the separate agreement entered into between the City and the CDR Owners (either prior to, even date with or after this Agreement).

5. City Water and Sewer Capacity Reservations. The Parties acknowledge and agree that the Initial Buildout of the New JWP Right of Way will include appropriately sized water and wastewater infrastructure improvements along the entire segment of the New JWP Right of Way (as set forth in the final Roadway Plans), it being understood that the intent of such improvements is to accommodate the reasonable development opportunity for properties abutting the new JWP Right of Way, including the Little America Property. In consideration for Little America agreeing to make its ROW Dedication at no cost and expense to the City and to contribute to the costs of the design and construction of the Initial Buildout of the New JWP Right of Way pursuant to this Agreement, the City agrees to (i) permit Little America to connect to the water and wastewater infrastructure improvements upon development of the Little America Property, (ii) reserve sufficient capacity within the City's water system to provide water service to the Little America Property upon development, and (iii) reserve sufficient capacity within the City's wastewater collection and treatment facilities to treat the wastewater discharged from future development on the Little America Property; provided, however, that notwithstanding the foregoing, the City's obligation to reserve such capacity terminates upon the date that is thirty (30) years from the Effective Date of this Agreement.

6. Herold Ranch Road. The City acknowledges that a portion of Herold Ranch Road is located on the Little America Property. Upon the completion of the Initial Buildout, the City acknowledges and agrees that it will not interfere with Little America's right to secure its private property by taking any action to close, block or otherwise prevent public access to, from, or across any portion of Herold Ranch Road that is located on the Little America Property (including, but not limited to, closing the existing curb cut at the intersection of Herold Ranch Road and Butler Avenue). The City further acknowledges and agrees that the New JWP Right of Way shall serve as the primary ingress and egress route for all neighborhoods and property owners who currently use Herold Ranch Road for access to and from Butler Avenue. The City agrees to make a good faith effort to communicate Little America's intent to close Herold Ranch Road in public meetings. Finally, the City agrees that it will, upon recordation of the Map of Dedication by Little America, remove Herold Ranch Road and all other roadways running through the Little America Property from the City's Roadway Functional Classification Map (as now existing or hereafter amended in any way, including, but not limited to, by amendment to the City's Regional Plan or City Code).

7. Default; Remedies.

a. Events Constituting Default. A Party hereunder shall be deemed to be in default under this Agreement if such Party breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof (or other period of time as expressly provided herein) from the Party not in default hereunder; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the Party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within one hundred eighty (180) days.

b. Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be paid one-half by the City and one half by Little America or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties and any Party shall be free to initiate litigation upon the conclusion of mediation.

c. Little America's Remedies. In the event that the City is in default under this Agreement, and fails to cure any such default within the time period required therefore as set forth in Section 7(a) above, then Little America shall be entitled to terminate this Agreement by written notice delivered to the City and/or exercise all other rights and remedies under this Agreement and those which may be available at law or in equity.

d. City's Remedies. In the event that Little America is in default under this Agreement, and Little America thereafter fails to cure any such default within the time period described in Section 7(a) above, then, the City may pursue all of its rights and remedies available to it under applicable law against Little America.

e. No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or Little America when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Little America, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Little America, as applicable, under the terms of this Agreement.

f. Power of Condemnation. Nothing in this Agreement shall be deemed to abrogate, impede, or constitute a waiver of the City's power of eminent domain, which power may be exercised by the City in accordance with applicable law. Furthermore, if the City initiates eminent domain proceedings after the failure of Little America to dedicate its ROW Dedication to the City as and when required by this Agreement, the Little America shall be liable to the City for all additional costs and expenses incurred by the City to exercise its power of eminent domain.

g. Waiver of Certain Damages. Notwithstanding anything to the contrary contained herein, no Party shall be liable to another Party for special, consequential, or punitive damages, each Party agreeing that it shall only be entitled to recover its actual damages. The foregoing shall not apply if a Party's damages arise due to another Party's breach arising from such Party's fraud, bad faith, or willful misconduct.

8. General Provisions.

a. Effective Date and Term. This Agreement shall be effective (the "Effective Date") upon execution by the Parties hereto. The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate when all obligations required by this Agreement have been met by the Parties.

b. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:	To Little America:
City Manager	_____
City of Flagstaff	_____
211 West Aspen Avenue	_____
Flagstaff, Arizona 856001	_____
	_____
	_____
	_____
	_____

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed

delivered 72 hours following deposit in the United States Postal Service in the manner set forth above or immediately upon personal delivery.

c. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

d. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

e. Authority. The undersigned, each as to themselves only, represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Little America represents and warrants that it is duly formed and validly existing under the laws of the state of its organization and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. Little America and the City warrant to each other that the individuals executing this Agreement on behalf of such Party are authorized and empowered to bind the Party on whose behalf each individual is signing.

f. Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Little America Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Little America Property
Exhibit "B" Depiction of New JWP Right of Way and Description of Initial Buildout and Cross-Sections
Exhibit "C" Depiction of Severed Property
Exhibit "D" Depiction of Abutting City-Owned Property

g. Amendment of the Agreement. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the Little America Property, only with the mutual written consent of the Parties to this Agreement or, as to Little America, by its successors in interest or assigns that own (at the time of the Amendment) the portion(s) of the Little America Property that are included in the Amendment. Consent is not required from owners of the Little America Property that are not included in the Amendment. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

h. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

i. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

j. Recordation of Agreement and Subsequent Amendment Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and Little America execute the Agreement, amendment, or cancellation.

k. No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Little America and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

l. Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

m. Successors and Assigns. The Little America Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the terms, covenants and conditions of this Agreement, which shall run with the land and be appurtenant to and binding upon, and shall benefit and burden, the Little America Property, it being agreed that all persons having or acquiring any right, title or interest in or to any portion of the Little America Property shall be bound by this Agreement (subject to the remaining provisions of this Section). Notwithstanding the foregoing, this Agreement shall be automatically (without the necessity of recording any document) released of record as to any Public Sale Property (as defined below) within The Little America Property upon the initial conveyance of such Public Sale Property to a purchaser or transferee thereof. As used herein, the term "Public Sale Property" shall mean each of the following: (a) platted residential lot within the Little America Property on which a residence has been constructed and completed (as evidenced by the City's issuance of a certificate of occupancy for such residence) upon conveyance of the lot to a bona fide retail homebuyer, (b) any common areas upon the dedication and conveyance to any homeowners association, and (c) except for the ROW Dedication, any parcel or tract upon the dedication and conveyance of such parcel or tract to the City; provided, however, that such termination and release of this Agreement upon the conveyance of a Public Sale Property shall not release, relieve or otherwise affect the continued rights, obligations and liabilities of the Parties under this Agreement, and all such rights, obligations and liabilities shall survive such termination and release. Any title insurer may rely on this Section to not show this Agreement as an exception to title to such property.

n. Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of Little America, which consent may not be unreasonably withheld, conditioned, or delayed.

o. Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

____

[*signatures follow*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement For Roadway Dedication and Construction (JWP) effective as of the Effective Date.

City of Flagstaff, an Arizona municipal corporation

By:_____
_____, Mayor

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by _____, as _____ of the **City of Flagstaff,** an Arizona municipal corporation, on behalf of the City

_____
Notary Public

My Commission Expires:

_____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement For Roadway Dedication and Construction (JWP) effective as of the Effective Date.

Little America Hotels and Resorts, LLC, a Wyoming limited liability company

By: _____
Bruce T. Fery, President

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by Bruce T. Fery, as President of Little America Hotels and Resorts, LLC, a Wyoming limited liability company, on behalf of the corporation.

_____
Notary Public

My Commission Expires:

_____

Exhibit "A"

LEGAL DESCRIPTION OF LITTLE AMERICA PROPERTY

Exhibit "B"

DEPICTION OF NEW JWP RIGHT OF WAY AND DESCRIPTION OF INITIAL BUILDOUT AND CROSS SECTIONS

Exhibit "C"

DEPICTION OF SEVERED PROPERTY

Exhibit "D"

DEPICTION OF ABUTTING CITY-OWNED PROPERTY

EXHIBIT 'A'

LEGAL DESCRIPTION

PARCEL NO. 1 (APN 104-12-004):

That part of the West half of the Southeast quarter of the Southeast quarter and the Southeast quarter of the Southeast quarter of the Southeast quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, lying South of the right of way of Interstate Highway 40.

Containing 18.51 acres, more or less.

PARCEL NO. 2 (APN 106-04-005B):

That part of the West half of the Northeast quarter of the Northeast quarter lying southerly of the centerline of Butler Ave. and easterly from a point 96.66 feet East of the Southwest corner of said West half of the Northeast quarter of the Northeast quarter;

AND the Southeast quarter of the Northeast quarter, of Section 23, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT that portion conveyed to the City of Flagstaff in Deed recorded in Docket 931, Page 602, records of Coconino County, Arizona, more particularly described as follows:

BEGINNING for reference at the Southwest corner of the Northeast quarter of the Northeast quarter of said Section 23 (found 2" brass cap) and the TRUE POINT OF BEGINNING;

Thence South 00° 32' 49" East (South 00° 31' 10" East, Recorded), a distance of 23.53 feet South along the westerly line of the Southeast quarter of the Northeast quarter of said Section 23 to a point intersecting the centerline of Butler Avenue;

Thence South 00° 32' 49" East (South 00° 31' 10" East, Recorded), a distance of 45.12 feet along said westerly line to a point also being the proposed southerly right-of-way for Butler Avenue;

Thence North 76° 40' 47" East (North 76° 46' 26" East, Recorded), a distance of 330.59 feet to a point lying on the northerly line of the Southeast quarter of the Northeast quarter of said Section 23;

Thence South 88° 39' 50" West (South 88° 31' 18" West, Recorded), a distance of 332.44 feet along said northerly line, returning to the TRUE POINT OF BEGINNING.

Containing 41.15 acres, more or less.

PARCEL NO. 3 (APN 106-04-008):

That part of the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of Section 23, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, lying Southerly from the Southerly right-of-way line of Interstate Highway 40 (Flagstaff-Holbrook Highway) and more particularly described as follows:

BEGINNING at the intersection of the Southerly right-of-way line of Butler Avenue with the Easterly line of the said Southwest quarter of the Northeast quarter of Section 23, said point of beginning lying South 00° 31' 10" East, a distance of 74.55 feet from the Northeast corner of the Southwest quarter of the Northeast quarter of Section 23;

Thence South 00° 31’ 10” East, a distance of 1,246.31 feet along the Easterly line of the said Southwest quarter of the Northeast quarter of Section 23, to the Southeast corner thereof;

Thence South 88° 40’ 30” West, along the Southerly lines of the said Southwest quarter of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 23, a distance of 2,453.47 feet to a point 161.67 feet from the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 23, this point being on the Southerly right-of-wayline of Interstate Highway 40 (Flagstaff-Holbrook Highway);

Thence along the said Southerly right-of-way line as follows:

North 54° 42’ 00” East, a distance of 755.77 feet;

Thence North 65° 48’ 49” East, a distance of 1,097.79 feet;

Thence North 38° 12’ 12” East, a distance of 349.61 feet to a point of the Southerly right-of-way line of Butler Avenue, said point being on a curve having a radius point bearing North 10° 02’ 20” West, a distance of 1,004.93 feet;

Thence Easterly along said right-of-way line and along the arc of this curve, a distance of 57.07 feet through 03° 15’ 14” of central angle to the end of said curve;

Thence continuing along the said Southerly right-of-way line of Butler Avenue, North 76° 42’ 26” East, a distance of 566.35 feet to the POINT OF BEGINNING.

Containing 39.12 acres, more or less.

PARCEL NO. 4 (APN 106-09-001):

The Northwest quarter of the Southeast quarter of Section 23, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona.

Containing 40.0 acres, more or less.

PARCEL NO. 5 (APN 106-09-002):

The East half of the Northwest quarter of the Northeast quarter of the Northwest quarter of the Southwest quarter;

The Northeast quarter of the Northeast quarter of the Northwest quarter of the Southwest quarter;

The East half of the Southeast quarter of the Northeast quarter of the Northwest quarter of the Southwest quarter;

The East half of the East half of the Southeast quarter of the Northwest quarter of the Southwest quarter;

The East half of the Northeast quarter of the Northeast quarter of the Southwest quarter of the Southwest quarter;

The South half of the Northeast quarter of the Southwest quarter of the Southwest quarter;

The Southeast quarter of the Northwest quarter of the Southwest quarter of the Southwest quarter;

The South half of the Southwest quarter of the Southwest quarter;

The East half of the Southwest quarter;

The East half of the Southeast quarter;

The Southwest quarter of the Southeast quarter;

All in Section 23, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM any portion lying within the right of way of Interstate Highway 40.

Containing 233.17 acres, more or less.

PARCEL NO. 6 (APN 106-10-001B):

The South half of the South half of the Northeast quarter of Section 26, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable materials as reserved in Arizona Revised Statutes.

Containing 40.0 acres, more or less.

PARCEL NO. 7 (APN 106-10-001C):

The East half of the North half of the South half of the Northeast quarter of Section 26, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable materials as reserved in Arizona Revised Statutes.

Containing 20.0 acres, more or less.

PARCEL NO. 8 (APN 106-10-001D):

The North half of the Southwest quarter of the Northeast quarter of Section 26, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable materials as reserved in Arizona Revised Statutes.

Containing 20.0 acres, more or less.

PARCEL NO. 9 (APN 106-10-002):

The North half of the Northeast quarter of Section 26, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent recorded in Docket 559, Page 138, records of Coconino County, Arizona.

Containing 80.0 acres, more or less.

PARCEL NO. 10 (106-04-009F):

That part of the West half of the Northeast quarter of the Northeast quarter lying Southerly of the South right of way line of Interstate Highway 40;

AND the Northwest quarter of the Northeast quarter, and the Southwest quarter of the Northeast quarter lying Southerly from the South right of way line of Interstate Highway 40 and lying Northerly from the North right of way line of Butler Avenue, Section 23, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT that part of the Southwest quarter of the Northeast quarter and the Northwest quarter of the Northeast quarter, Section 23, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows and reference is hereby made to the Arizona State Highway Right-of-Way Map Number D-3-T550, Project No. I-40-4(17)-191, said right of way map hereinafter referred to as Right-of-Way Map;

FROM the Northeast corner of said Southwest quarter of the Northeast quarter, Section 23;

Thence South 88° 39' 53" West, along the Northerly line of the said Southwest quarter of the Northeast quarter, Section 23, a distance of 394.51 feet to the TRUE POINT OF BEGINNING;

Thence South 8° 35' 41" West, 58.67 feet to a point on the Northerly right-of-way line of Butler Avenue, as shown on the said Right-of-Way Map;

Thence South 76° 42' 36" West, along the said Northerly right-of-way line of Butler Avenue, a distance of 175.00 feet, to the intersection of the said Northerly right-of-way line of Butler Avenue with the Easterly right-of-way line of Interstate Highway 40, as shown on the said Right-of-Way Map;

Thence North 8° 35'41" East, along the said Easterly right-of-way line of Interstate Highway 40, a distance of 95.48 feet;

Thence continuing along the said Easterly right-of-way line of Interstate Highway 40, a distance of 90.84 feet;

Thence North 76° 42' 26" East, 119.87 feet;

Thence South 8° 35' 41" West, a distance of 91.33 feet to the TRUE POINT OF BEGINNING;

AND EXCEPT beginning at the Northeast corner of the said Southwest quarter of the Northeast quarter, Section 23, measure;

Thence South 88° 39' 53" West, along the Northerly line of the said Southwest quarter of the Northeast quarter of Section 23, a distance of 394.51 feet to a point;

Thence North 8° 35' 41" East, a distance of 91.33 feet to the TRUE POINT OF BEGINNING;

Thence South 76° 42' 26" West, a distance of 119.87 feet;

Thence along the Easterly Right-of-Way line of Interstate 40, North 42° 50' 15" East, a distance of 197.70 feet;

Thence South 8° 35' 41" West, a distance of 118.72 feet to the TRUE POINT OF BEGINNING;

AND EXCEPT that part of the West half of the Northeast quarter of the Northeast quarter of said Section 23, described as follows:

Beginning at a point which lies, from the Southwest corner of the West half of the Northeast quarter of the Northeast quarter of Section 23, Easterly along the fractional line North 88° 31’ 18” East, 146.67 feet;

Thence Northerly along the East line extended of a 50 foot roadway easement set forth in Docket 472, Page 473, North 00° 31’ 28” West 38.27 feet to the TRUE POINT OF BEGINNING, said point also being on the Northerly Right-of-Way line of Butler Avenue as created in Docket 494, Page 73;

Thence Northerly along this same line North 00° 31’ 28” West 598.42 feet;

Thence North 23° 18’ 07” East 27.44 feet;

Thence along a line parallel to and 50 feet Southerly of the Southerly Right-of-Way line of Interstate 40 freeway, said line also being the Southerly line of said roadway easement, North 47° 07’ 41” East 667.67 feet to the intersection with the East line of the West half of the Northeast quarter of the Northeast quarter;

Thence Southerly along said East line South 00° 37’ 24” East 861.32 feet to a point on the Northerly Right-of-Way line of said Butler Avenue;

Thence along said Northerly Right-of-Way line South 61° 05’ 21” West 332.45 feet to an angle point;

Thence along said Right-of-Way line South 76° 42’ 26” West 200.93 feet to the TRUE POINT OF BEGINNING;

AND EXCEPT that part of the West half of the Northeast quarter of the Northeast quarter of said Section 23, described as follows:

Beginning at a point which lies, from the Southwest corner of the West half of the Northeast quarter of the Northeast quarter of Section 23, Easterly along the fractional line North 88° 31’ 18” East 96.66 feet;

Thence Northerly North 00° 31’ 28” West 27.77 feet to the TRUE POINT OF BEGINNING, said point also being on the Northerly Right-of-Way line of Butler Avenue as created in Docket 494, Page 73;

Thence North 00° 31’ 28” West 646.83 feet to an intersection with the Southerly Right-of-Way line of Interstate 40 freeway;

Thence along said Right-of-Way line North 47° 07’ 41” East 750.16 feet to an intersection with the East line of the West half of the Northeast quarter of the Northeast quarter;

Thence along said East line South 00° 37’ 24” East 67.55 feet;

Thence Southwesterly along a line parallel to and 50 feet Southerly of I-40 Right-of-Way South 47° 07’ 41” West 667.67 feet;

Thence South 23° 18’ 07” West 27.44 feet;

Thence Southerly along a line parallel to and 50 feet East of the first line described herein South 00° 31’ 28” East 598.42 feet to a point on the Northerly Right-of-Way line of said Butler Avenue;

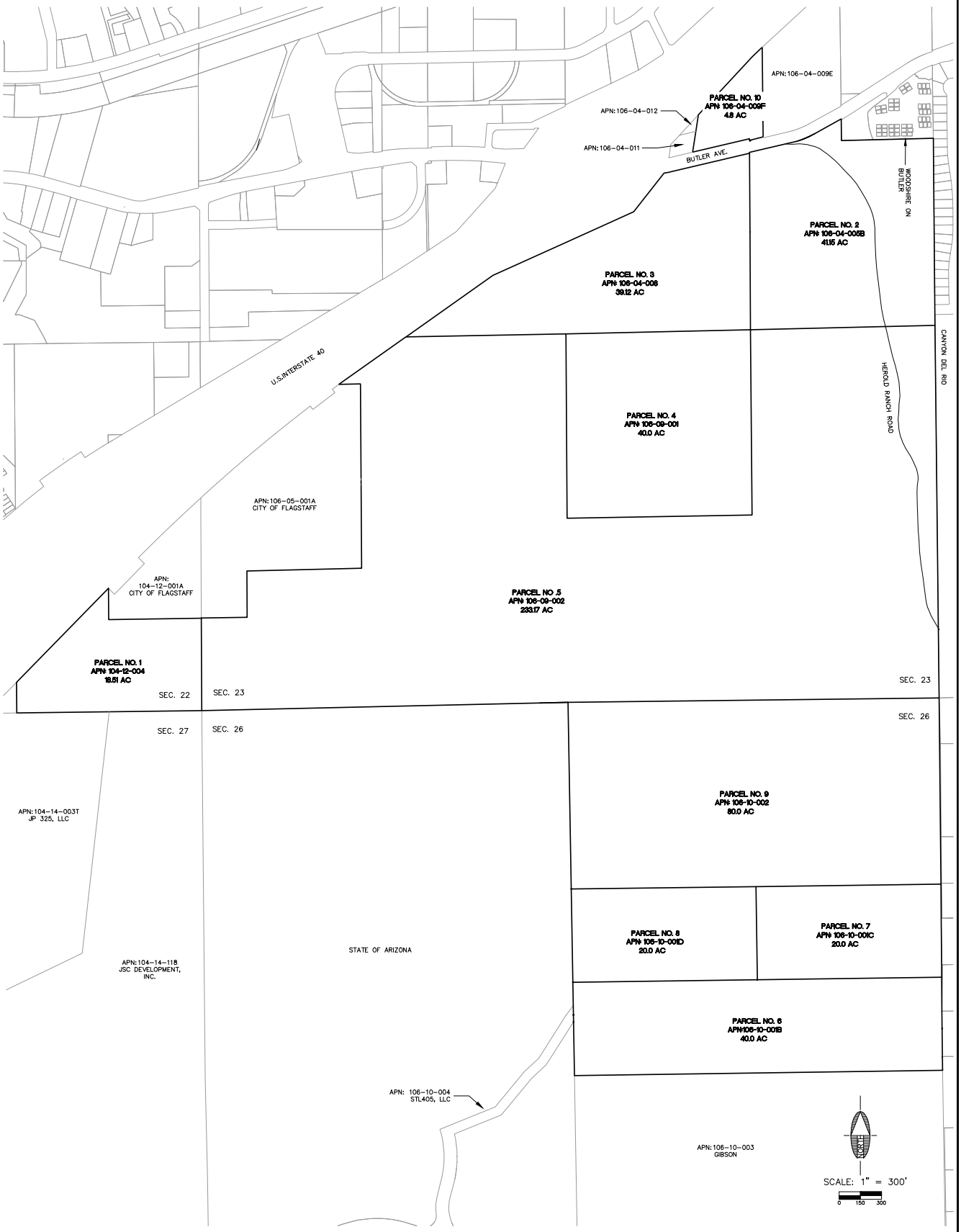
Thence along said Right-of-Way line South 76° 42’ 26” West 51.27 feet to the TRUE POINT OF BEGINNING;

AND EXCEPT the Northerly half of that part of the West half of the Northeast quarter of the Northeast quarter known as Butler Avenue and lying Easterly from a point 96.66 feet East of the Southwest corner of said West half of the Northeast quarter of the Northeast quarter as recorded in Docket 494, Page 73.

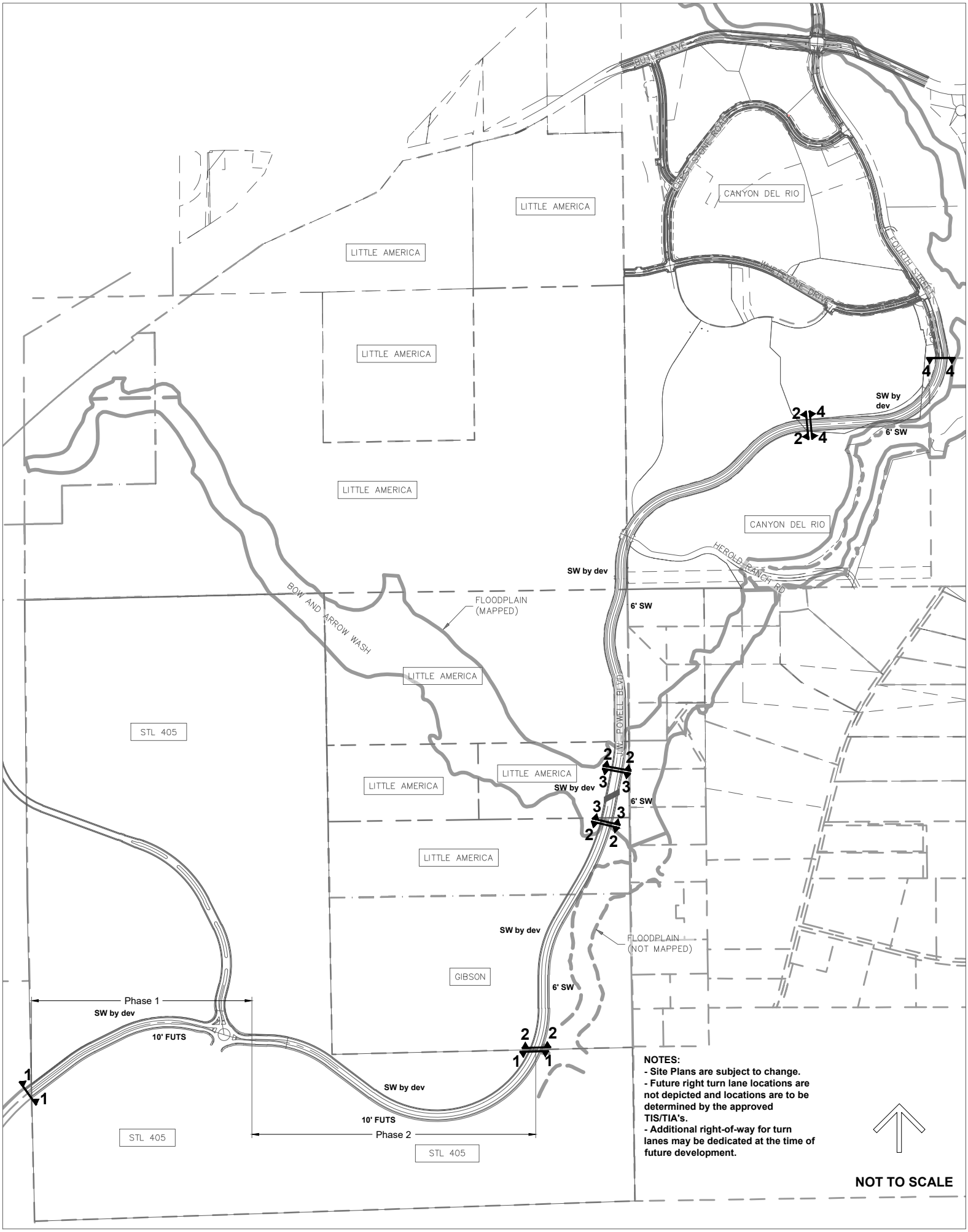
Containing 4.8 acres, more or less.

LITTLE AMERICA PARCEL EXHIBIT

A PORTION OF SECTIONS 22, 23, 26 AND 27
TOWNSHIP 21 NORTH, RANGE 7 EAST
OF THE GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



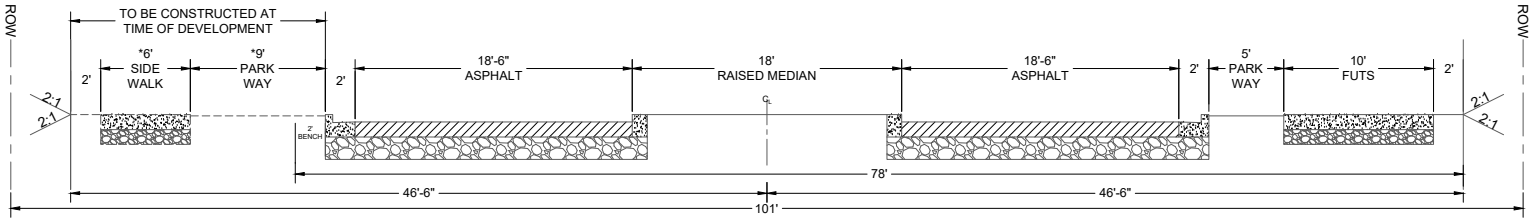
SHT NO. 1 OF 1	DRAWING NO. EX01	Contact Arizona 811 at least two full working days before you begin excavation. Call 811 or click Arizona811.com	REVISIONS: NO. / DESCRIPTION / DATE / BY	Shepherd Wesnitzer, Inc. An ARDURRA Company	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.ardurra.com	JOB NO: N/A; DATE: NOV 24; SCALE: AS SHOWN; DRAWN: JCM; DESIGN: ADB; CHECKED: ADB	LITTLE AMERICA — FLAGSTAFF ARIZONA — PARCEL EXHIBIT


BUTLER AVE
CRIMSTONE ROAD
CANYON DEL RIO
LITTLE AMERICA
LITTLE AMERICA
LITTLE AMERICA
LITTLE AMERICA
CANYON DEL RIO
W CRIMSTONE DRIVE
FOURTH STREET
HEROLD RANCH RD
SW by dev
6' SW
4
4
2
4
2
4
SW by dev
6' SW
BOW AND ARROW WASH
FLOODPLAIN
(MAPPED)
LITTLE AMERICA
STL 405
LITTLE AMERICA
LITTLE AMERICA
SW by dev
6' SW
2
2
3
3
3
3
2
2
LITTLE AMERICA
SW by dev
FLOODPLAIN
(NOT MAPPED)
GIBSON
6' SW
Phase 1
SW by dev
10' FUTS
2
2
1
1
1
1
SW by dev
10' FUTS
Phase 2
STL 405
STL 405
NOTES:
- Site Plans are subject to change.
- Future right turn lane locations are not depicted and locations are to be determined by the approved TIS/TIA's.
- Additional right-of-way for turn lanes may be dedicated at the time of future development.
NOT TO SCALE

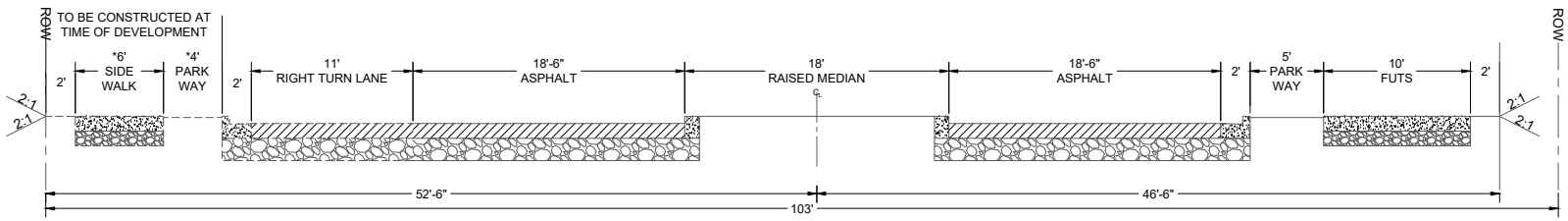
11/25/2024

Section 1

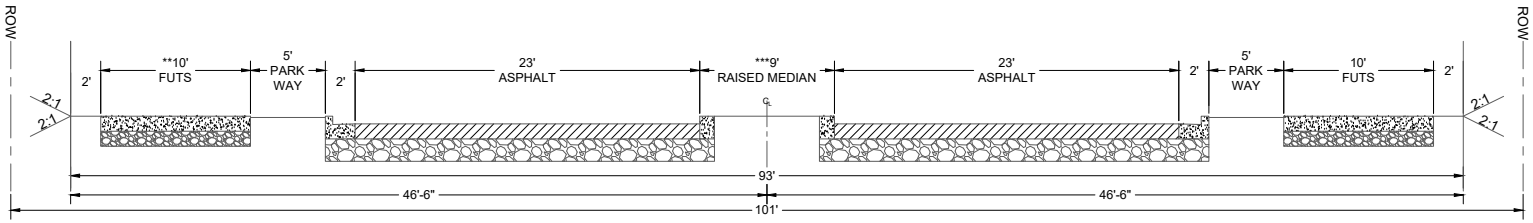
Interim



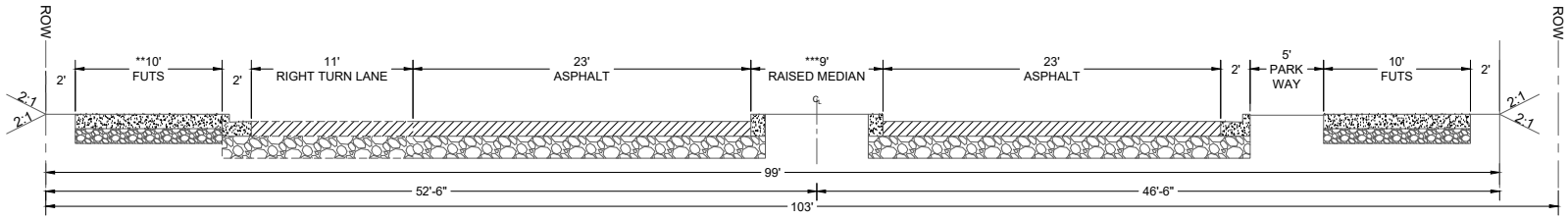
Interim
(Right Turn Lane if Needed per TIS/TIA's)



Future 4-Lane



Future 4-Lane
(Right Turn Lane if Needed per TIS/TIA's)

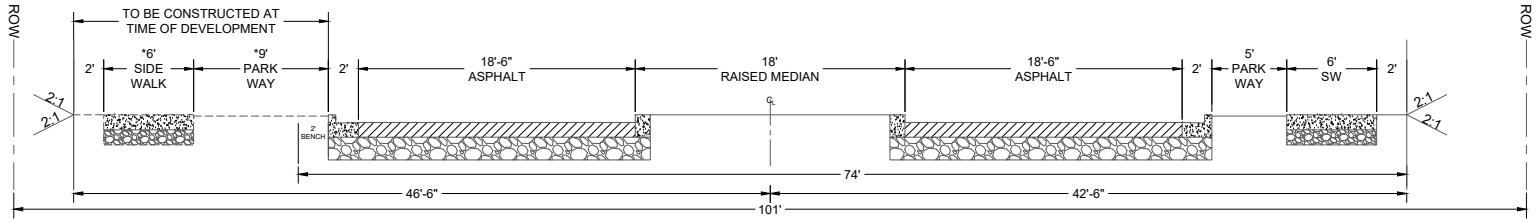


*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
***Allows for 9' raised median, or where left turns are needed lip of gutter to lip of gutter will be 11'-11'-11'-11', with no raised median.
Notes:
1. Dedicated right turn lanes at intersections or driveways per the TIS/TIA's are allowed within the ROW and the design will be based on the final cross sections. In the Future 4-Lane scenario sidewalks may be attached to the turn lane to help mitigate overall cross section impacts. Right turn lane could be mirrored on opposite side of the roadway.
2. Design speed for J.W. Powell Blvd is 40 MPH.

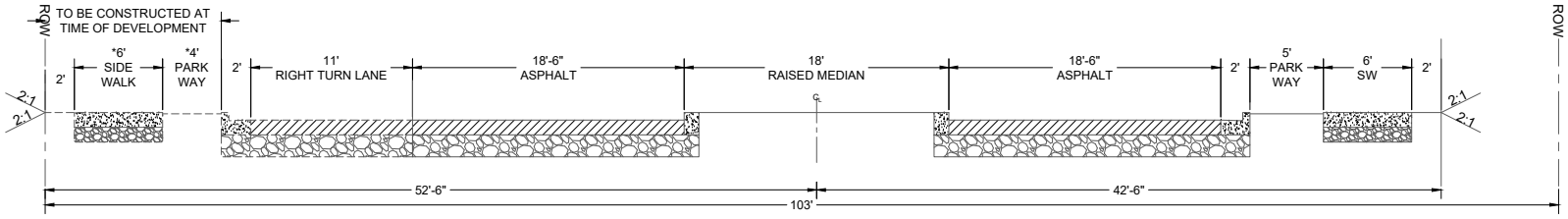
11/25/2024

Section 2

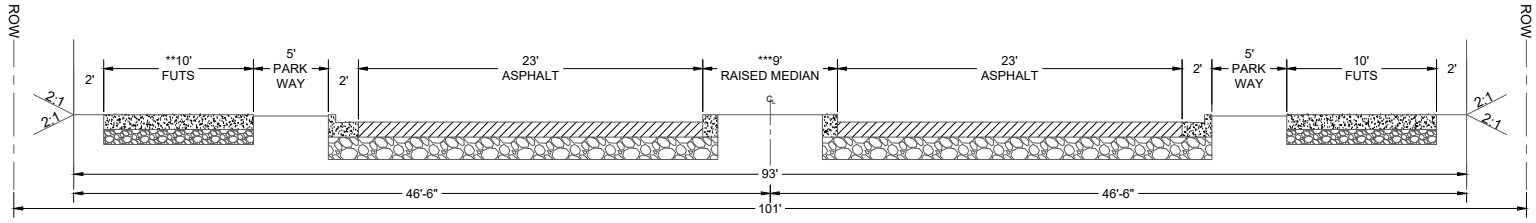
Interim



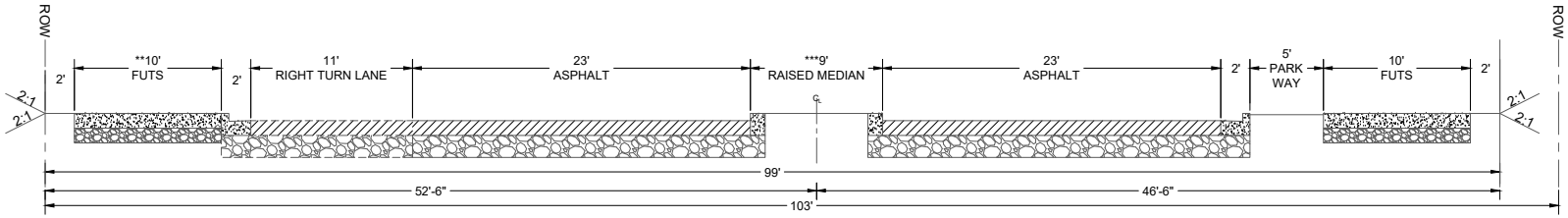
Interim
(Right Turn Lane if Needed per TIS/TIA's)



Future 4-Lane



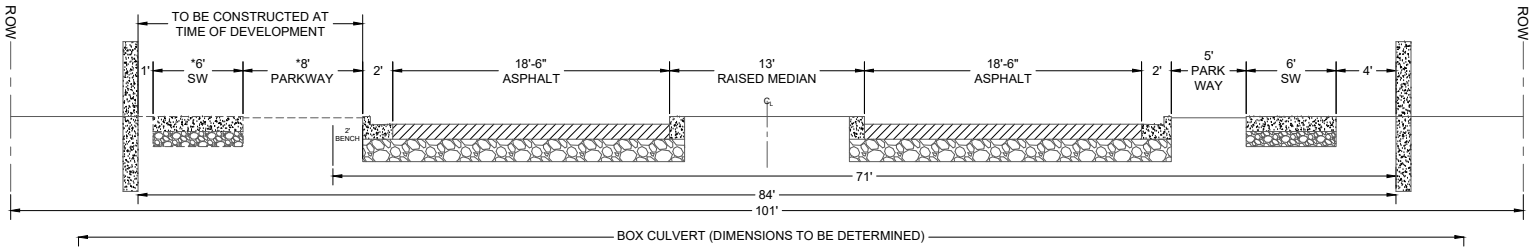
Future 4-Lane
(Right Turn Lane if Needed per TIS/TIA's)



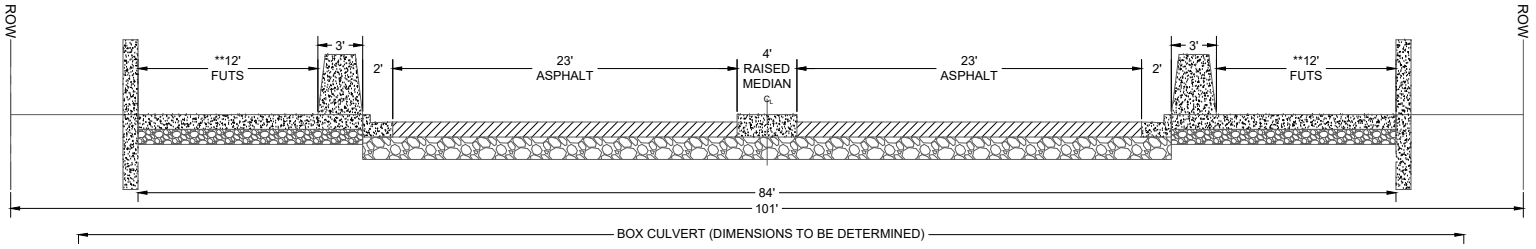
*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
***Allows for 9' raised median, or where left turns are needed lip of gutter to lip of gutter will be 11'-11'-11'-11'-11', with no raised median.
Notes:
1. Dedicated right turn lanes at intersections or driveways per the TIS/TIA's are allowed within the ROW and the design will be based on the final cross sections. In the Future 4-Lane scenario sidewalks may be attached to the turn lane to help mitigate overall cross section impacts. Right turn lane could be mirrored on opposite side of the roadway.
2. Design speed for J.W. Powell Blvd is 40 MPH.

Section 3

Interim



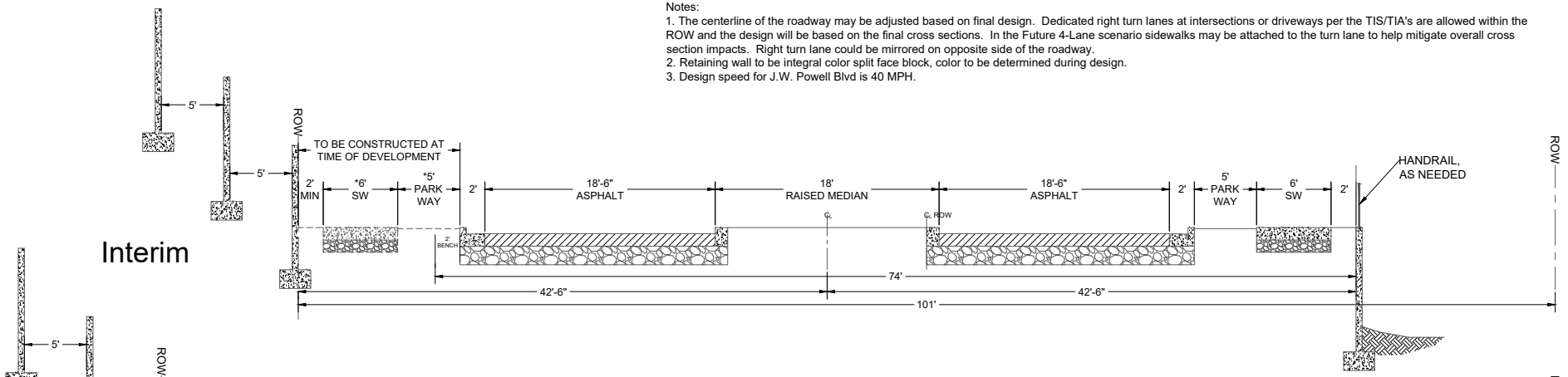
Future 4-Lane



*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
Note: Design speed for J.W. Powell Blvd is 40 MPH.

Section 4

*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
***Allows for 9' raised median, or where left turns are needed lip of gutter to lip of gutter will be 11'-11'-11'-11', with no raised median.
Notes:
1. The centerline of the roadway may be adjusted based on final design. Dedicated right turn lanes at intersections or driveways per the TIS/TIA's are allowed within the ROW and the design will be based on the final cross sections. In the Future 4-Lane scenario sidewalks may be attached to the turn lane to help mitigate overall cross section impacts. Right turn lane could be mirrored on opposite side of the roadway.
2. Retaining wall to be integral color split face block, color to be determined during design.
3. Design speed for J.W. Powell Blvd is 40 MPH.



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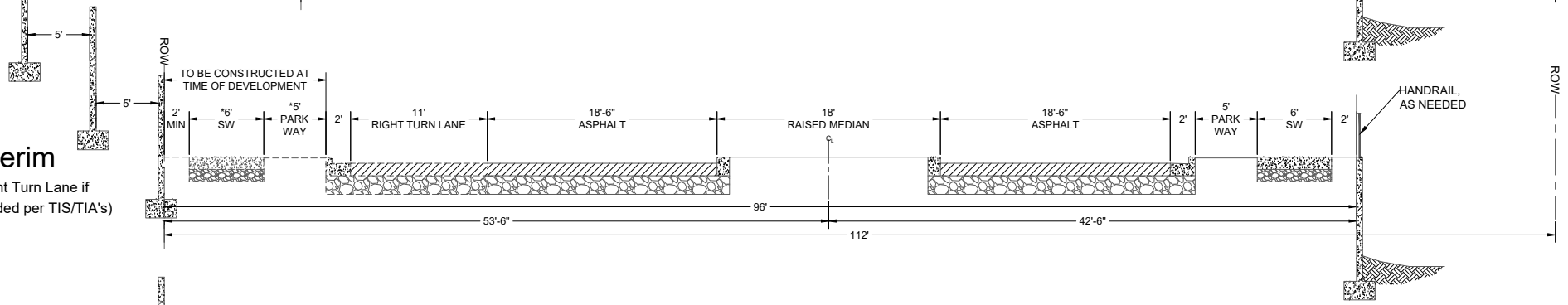
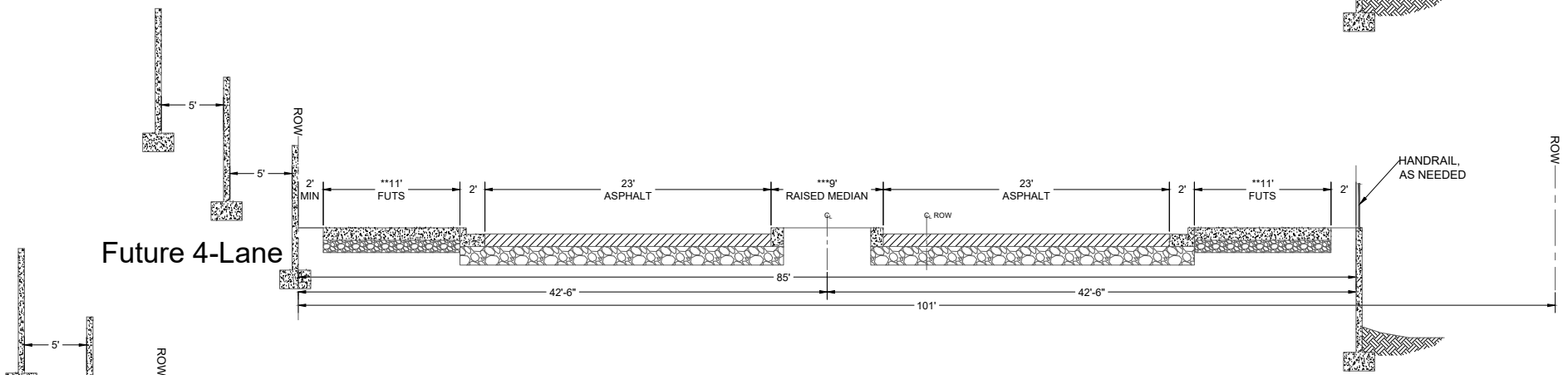
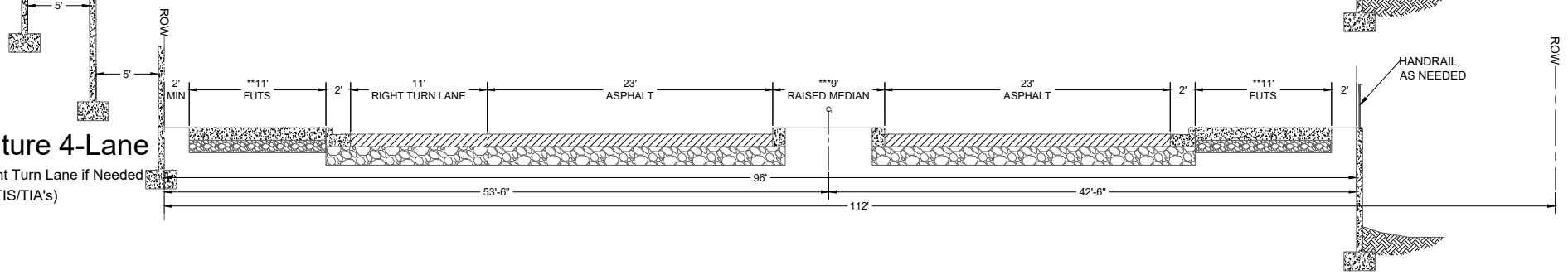


Interim

(Right Turn Lane if Needed per TIS/TIA's)



Future 4-Lane

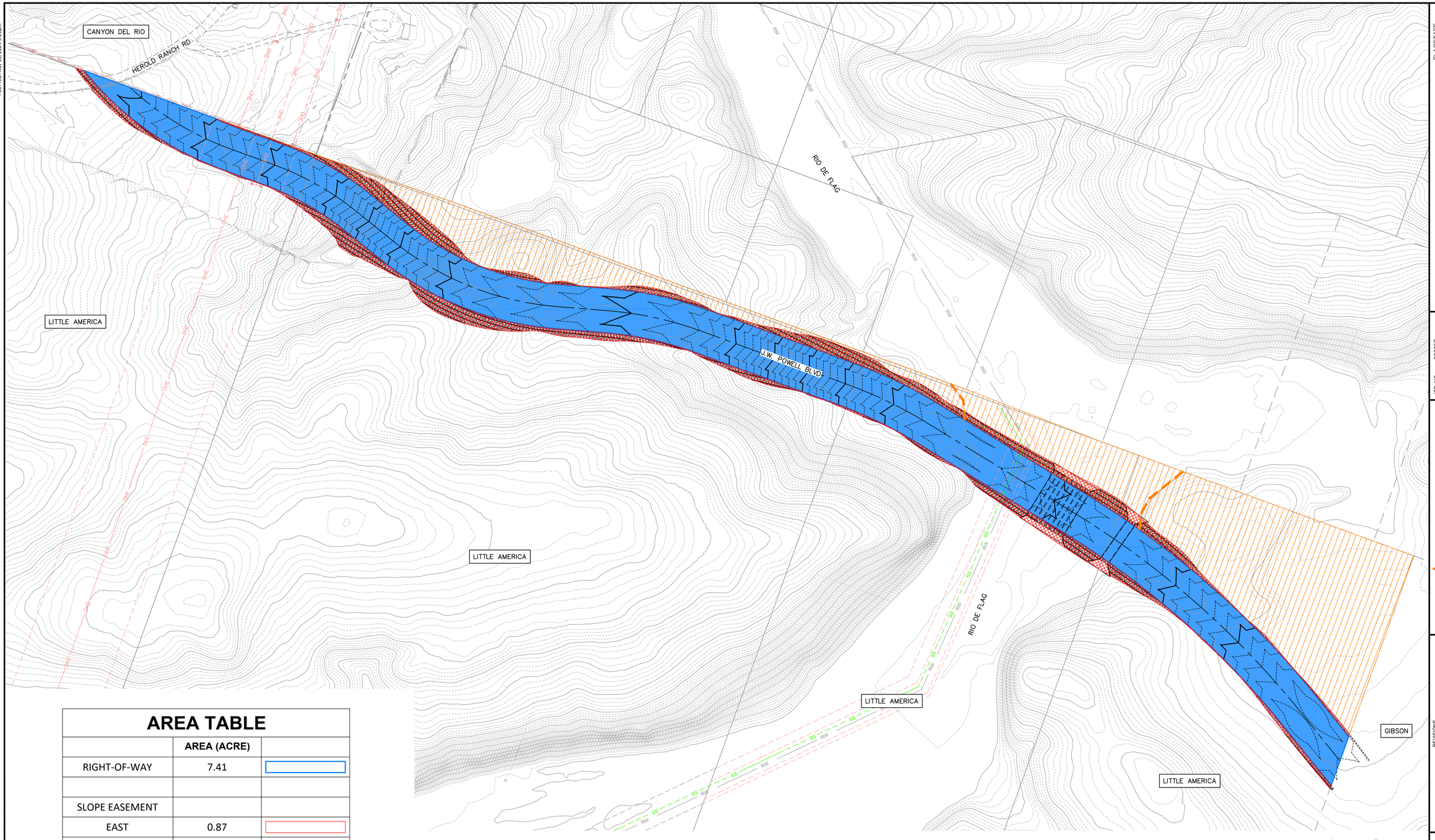


Future 4-Lane

(Right Turn Lane if Needed per TIS/TIA's)

11/25/2024

PLOTTED: Nov 15, 2024-5:21pm



AREA TABLE

	AREA (ACRE)	
RIGHT-OF-WAY	7.41	
SLOPE EASEMENT		
EAST	0.87	
WEST	0.84	
REMNANT PROPERTY		
NORTHERN	2.01	
RIO-DE-FLAG	1.23	
SOUTHERN	3.84	

FILE: P:\2023\223357\DRAWINGS\EXHIBITS\LITTLE AMERICA\WP-LA_AREA-EXHIBIT.DWG BHONANIE

FLAGSTAFF
ARIZONA

J.W. POWELL BLVD.

AREA - EXHIBIT
LITTLE AMERICA

JOB NO:	223357
DATE:	NOV 24
SCALE:	AS SHOWN
DRAWN:	
DESIGN:	
CHECKED:	

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.ardurra.com

Shephard Wesnitzer, Inc.
ARDURRA

REVISIONS

NO.	DESCRIPTION	DATE	BY

Contact Arizona 811 at least two full working days before you begin excavation

Call 811 or click Arizona811.com

DRAWING NO.
EX-1

SHT NO.	OF
1	2

PLOTTED: Nov 15, 2024–5:12pm

INTERSTATE 40 – WESTBOUND

INTERSTATE 40 – EASTBOUND

1.67 ACRE

5.15 ACRE

1.80 ACRE

LITTLE AMERICA

LITTLE AMERICA

LITTLE AMERICA

BOW AND ARROW

BOW AND ARROW

NORTH

SCALE 1" : 100'

0 50 100

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FLAGSTAFF
ARIZONA

J.W. POWELL BOULEVARD

DEVELOPABLE AREA - EXHIBIT
LITTLE AMERICA

JOB NO:	
DATE:	NOV 24
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH
CHECKED:	KMF/JEC

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.8934 fax
www.ardurra.com

Shephard Wesnitzer, Inc.
An ARDURRA Company

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Contact Arizona 811 at least two full working days before you begin excavation

Call 811 or click Arizona811.com

DRAWING NO.
EX-2

SHT NO. 2 OF 2

JWP Extension

Development Agreements

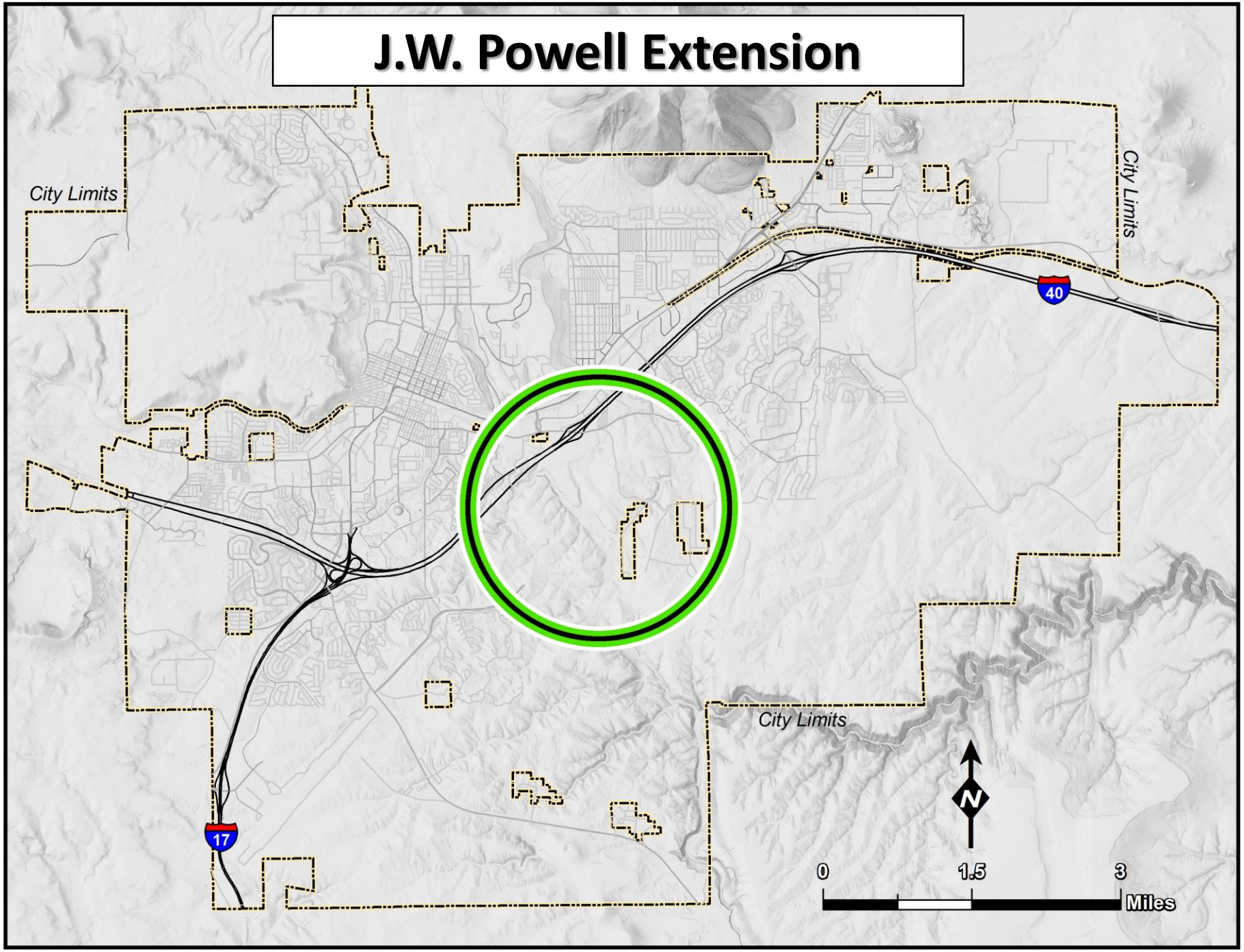
City Council Public Meeting

December 3, 2024

CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

Peak ENGINEERING, INC.

J.W. Powell Extension



Background

- **2018**
  - City hires Peak Engineering for the JWP Specific Plan Study & Design Work
  - Voters approve Prop 419 to allocate a proportional share of funding *(40/60)*
- **2020 (2x with Council)**
  - City Staff presents Land Use Framework to City Council
- **2021**
  - Town Hall & Meetings with Small-Parcel Property Owners
  - Project Team begins meetings with the large-parcel property owners

Background

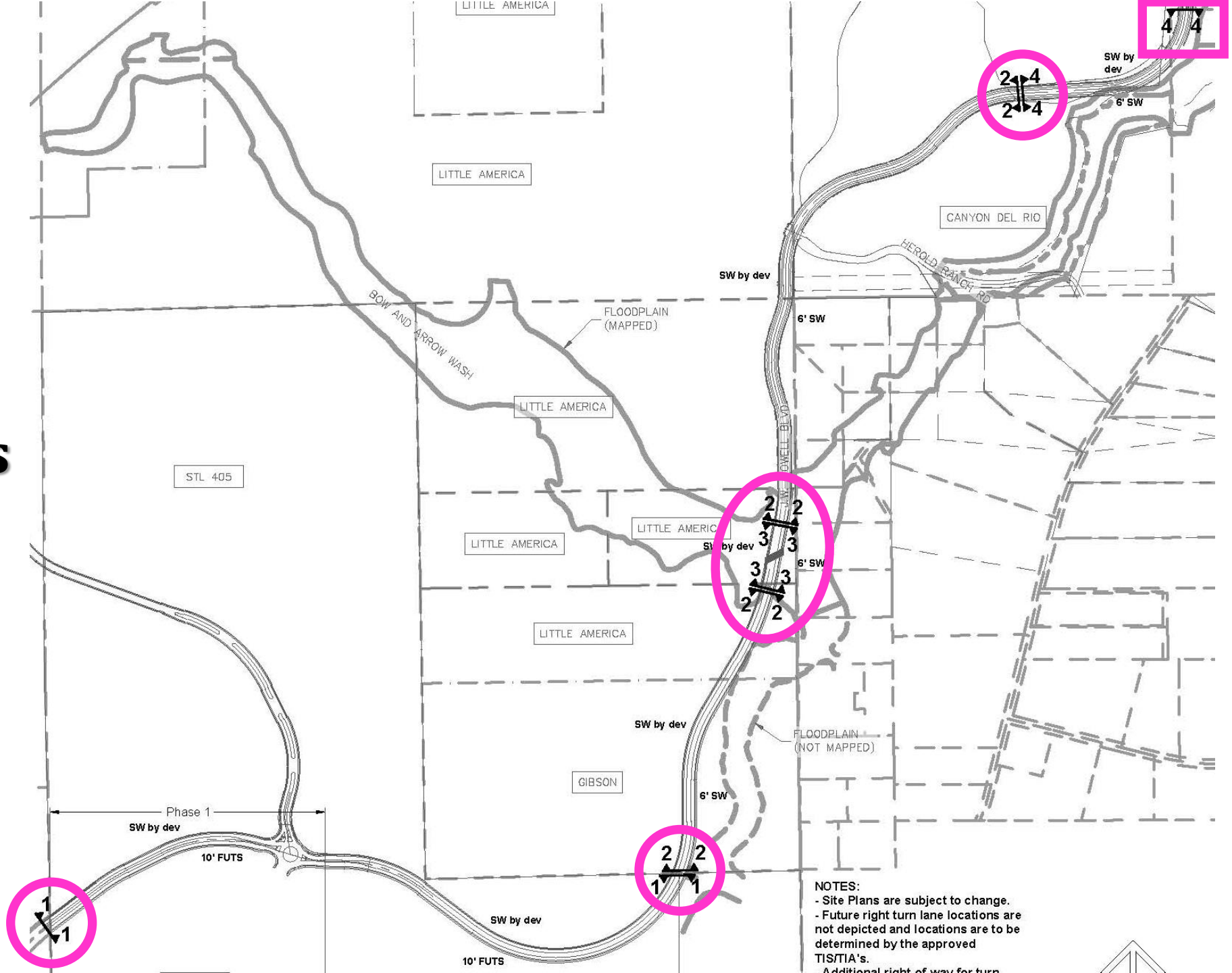
- **2022 (4x with Council)**
  - City Council approves alignment west of the South Fourth Street Corridor
- **2023**
  - Project Update and Discussion on Specific Plan and Scope of Change Order 5
- **2024 (3x with Council)**
  - Project Update *(April)*
  - Project Update *(October)*
  - Development Agreements *(December)*

Trails, Wildlife, and Open Space

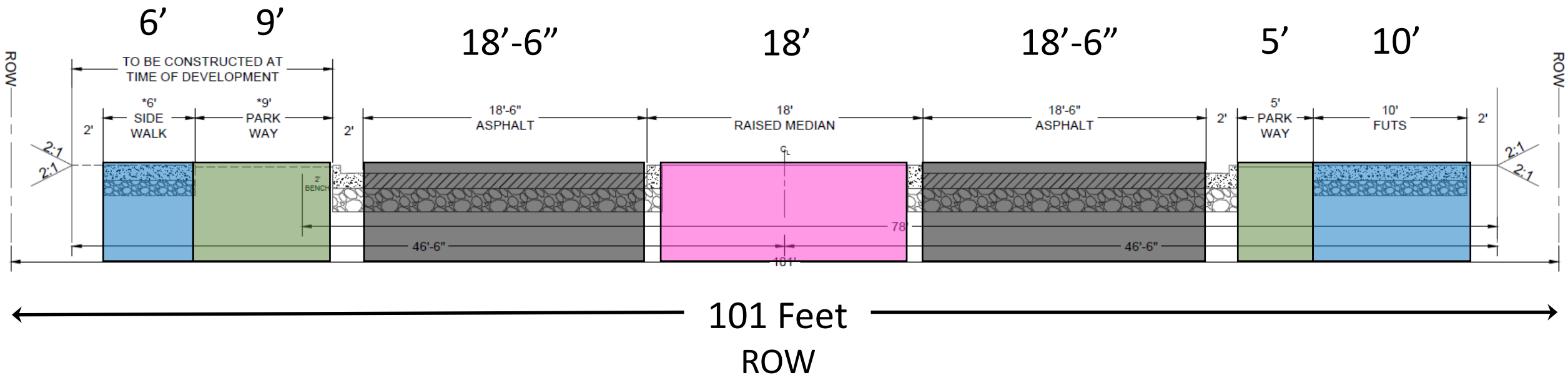
- **Arizona Trail**
  - Keeps Current Alignment
  - Continue Discussions on New Route with Property Owners
- **Rio de Flag Crossing**
  - Significant Stormwater Flow *(~3,000 CFS)*
  - Lengthy Army Corps/FEMA Process
- **Wildlife Crossing at Rio de Flag**
  - Meetings with AZ Game & Fish and Wildlife Crossing Consultant
  - Proposed Box Culvert *(Small Animals)*
  - Proposed At-Grade Crossing *(Large Animals)*

Roadway Cross-Sections

Four Types



Roadway Cross–Section One



Sidewalks/FUTS

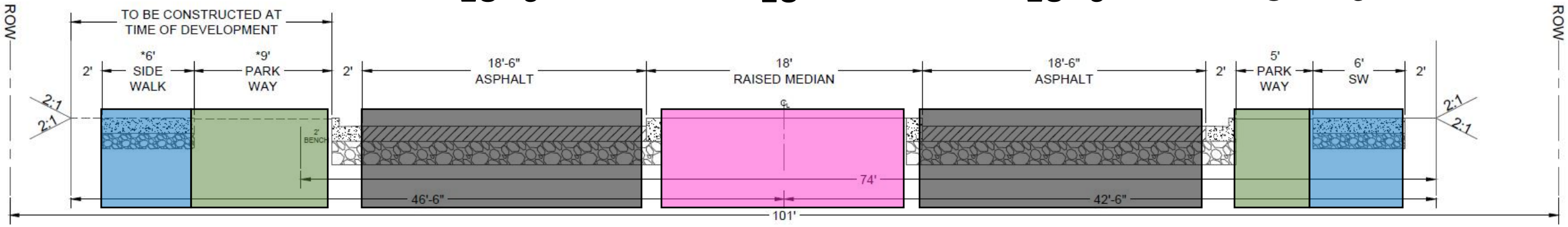
Parkway

Roadway/Bike Lane

Median

Roadway Cross–Section Two

6’ 9’ 18’-6” 18’ 18’-6” 5’ 6’



101 Feet

ROW

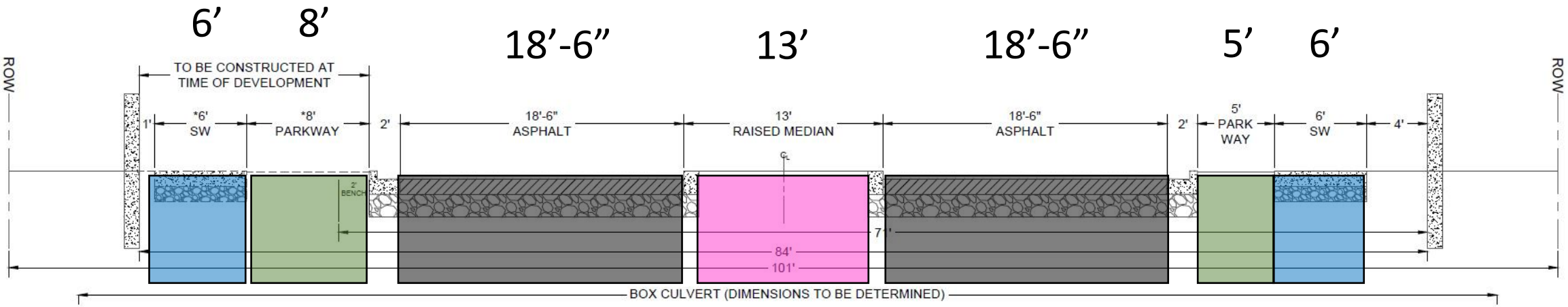
Sidewalks/FUTS

Parkway

Roadway/Bike Lane

Median

Roadway Cross–Section Three



101 Feet

ROW

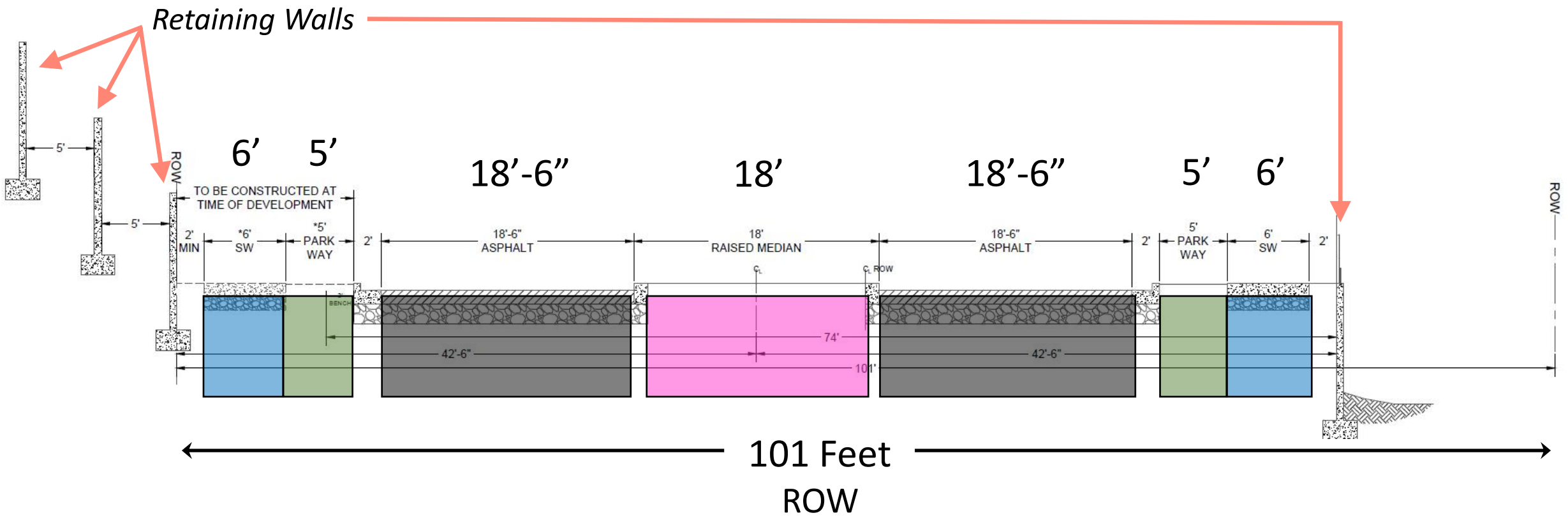
Sidewalks/FUTS

Parkway

Roadway/Bike Lane

Median

Roadway Cross–Section Four

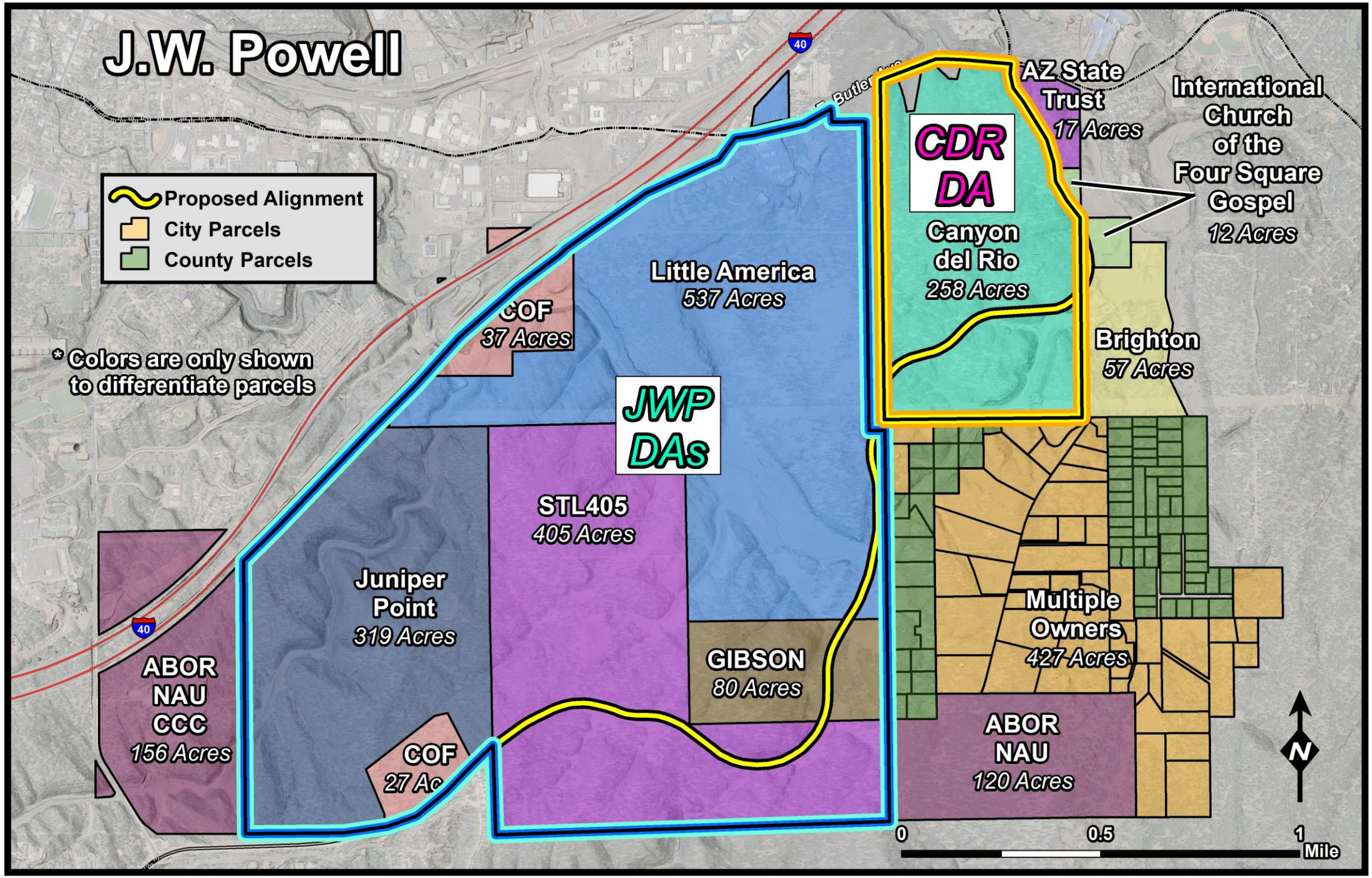


Sidewalks/FUTS

Parkway

Roadway/Bike Lane

Median


J.W. Powell
Proposed Alignment
City Parcels
County Parcels
* Colors are only shown to differentiate parcels
CDR DA
Canyon del Rio
258 Acres
AZ State Trust
17 Acres
International Church of the Four Square Gospel
12 Acres
Brighton
57 Acres
JWP DAs
Little America
537 Acres
COF
37 Acres
STL405
405 Acres
Juniper Point
319 Acres
GIBSON
80 Acres
COF
27 Ac
ABOR NAU CCC
156 Acres
Multiple Owners
427 Acres
ABOR NAU
120 Acres
40
N
0
0.5
1
Mile

JWP Specific Plan

Main Components:

- Trails and Open Space
- Transportation Network *(e.g., Collectors, Locals)*
- Public Facilities *(e.g., School and Fire)*
- Activity Centers
- Smaller-lot properties (Forest Dales)
  - Potential for improved access
  - Character of area
- City-owned property
- Rio de Flag
  - Wildlife crossings and corridors

Development Agreement

- **3 Separate Agreements**
  - Dedication and Obligations Agreement with Little America
  - Dedication and Obligations Agreement with STL405 and JP325 and Gibson
  - 1st Amendment to Canyon Del Rio Development Agreement

Development Agreement

- **Agreement with Little America**
  - Dedication of ROW at No Cost to the City
  - City to Construct JWP across Little America
  - Reimbursement if Development of Little America requiring JWP Access ccurs within 10 years
  - City to Compensate for Remnant Parcels
  - Extinguishing Herold Ranch Road as it currently lies on Little America's Property
  - Little America has no further obligation to widen JWP
  - Little America's Board still has to approve agreement

Development Agreement

- **Agreement with STL405, JP325, and Gibson**
  - Dedication of ROW by STL405 and Gibson at No Cost to the City
  - City to Construct JWP across Gibson
  - Reimbursement if Development of Gibson occurs within 10 years
  - STL405 to Construct JWP across its Property
  - Access from JWP to Southwest corner of Gibson constructed by the City. City to obtain easement from Arizona State Land Department
  - STL405, JP325, and Gibson have no further Obligation to Widen JWP

Development Agreement

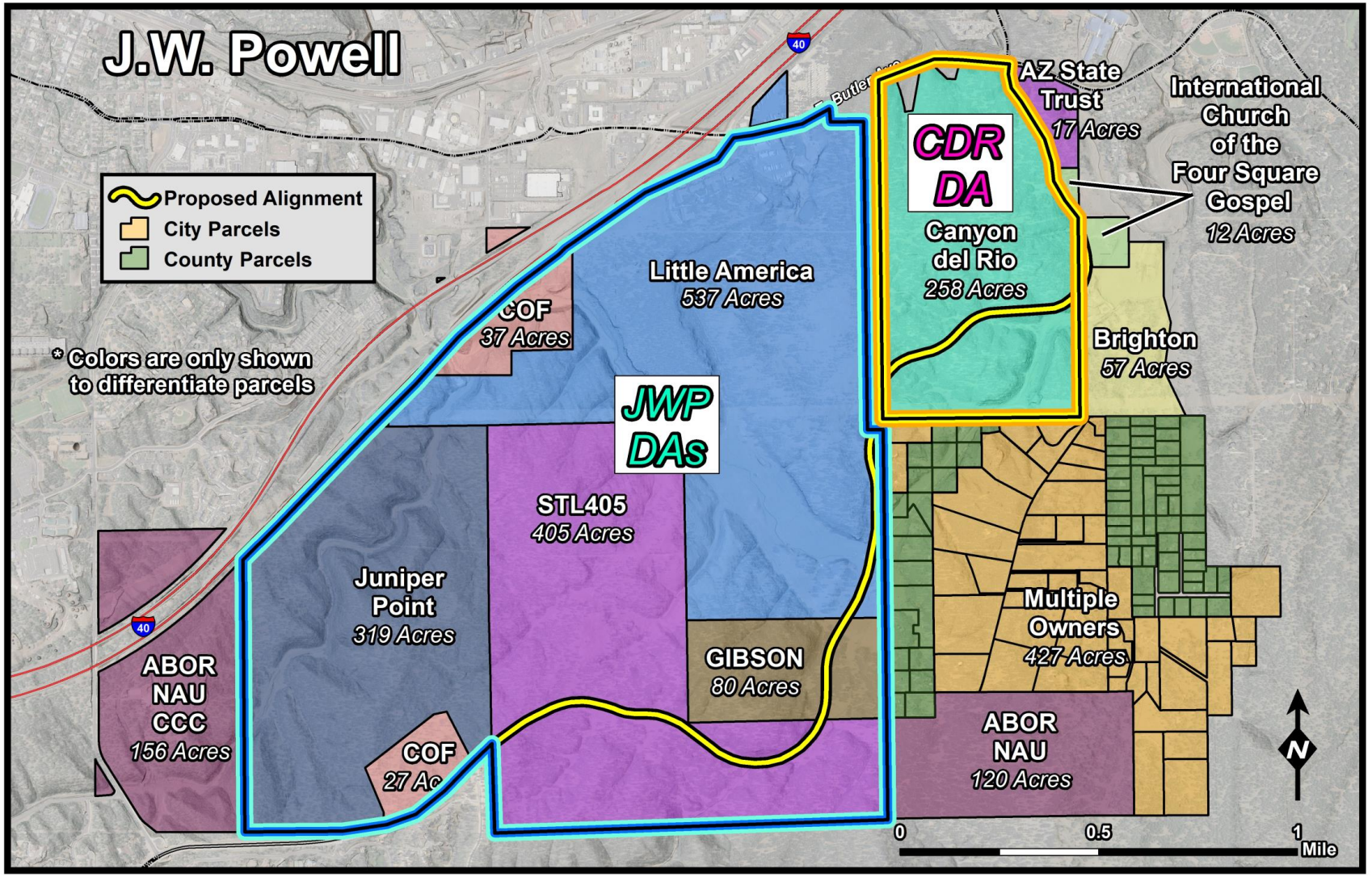
- **1st Amendment to Canyon Del Rio**
  - City to Purchase ROW across Canyon Del Rio
  - Canyon Del Rio to Construct JWP across its Property
    - JP325 to enter into separate agreement with Canyon Del Rio to pay for construction cost
  - Resource Protection Impact and Alternatives
  - Building FUTS Underpass in lieu of other obligations
  - Canyon Del Rio has no further obligation to widen JWP

J.W. Powell Extension

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

COMMENTS & QUESTIONS

www.flagstaff.az.gov/jwpspecificplan



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Co-Submitter: Kevin Fincel

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-51: A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the development agreement with JP325, LLC ("JP325"), STL405, LLC ("STL405"), and Kelly J. Gibson and Christy R. Gibson ("Gibson") for construction of the John Wesley Powell extension.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-51 by title only
2. City Clerk reads Resolution No. 2024-51 by title only (if approved above)
3. Adopt Resolution No. 2024-51

Executive Summary:

State law allows the City to enter into development agreements by resolution. The proposed development agreement governs the terms and conditions applicable to JP325, STL405, and Gibson for construction of the John Wesley Powell extension.

City Staff involved in these numerous meetings have included members from Community Development, City Engineer & Capital Improvements, Legal Division, and the City Manager's Office.

Financial Impact:

In November 2018, voters approved Proposition 419, which allocated a proportional share of funding for roadway, bike, and pedestrian improvements along the future John Wesley Powell Boulevard extension. The City has reached agreement with the owners of the property on which the JWP extension will be constructed, as well as the owners of the Juniper Point development which will require the JWP extension for secondary access, for the dedication and purchase of right of way and road construction obligations. The identified funding from Proposition 419 will pay for the City's proportionate share of the cost of the JWP extension.

Policy Impact:

There are no policy impacts identified as part of this request.

Previous Council Decision or Community Discussion:

City staff have presented to City Council and the public on multiple occasions regarding the JWP extension.

Options and Alternatives to Recommended Action:

The City Council may approve the Development Agreement as presented.
The City Council may approve the Development Agreement with additional, modified, or deleted terms.
The City Council may remand the Development Agreement back to staff for additional negotiations with the applicant.
The City Council may deny the Development Agreement.

Background and History:
On February 20, 2018, City Council approved the contract with Peak Engineering, Inc. for the John Wesley Powell Area Specific Plan Study to develop a Specific Plan to guide the future private development of public infrastructure, utilities, and public facilities (schools, fire/police stations, libraries, parks, etc.) in the area surrounding the John Wesley Powell extension. In November 2018, voters approved Proposition 419 which allocated a proportional share of funding for roadway, bike, and pedestrian improvements along the future John Wesley Powell extension. On October 27, 2020, City Staff and the JW Powell Design Team presented an update to City Council regarding the current design work and the Land Use Framework. On January 28, 2021, the JW Powell Design Team conducted a meeting with the property owners along the original John Wesley Powell extension alignment to discuss impacts to their respective parcels. Starting in May 2021, the JW Powell Design Team began to meet with the large-parcel property owners regarding a revised alignment through their parcels. On June 28 and July 7, 2022, City Council, along with copious community input, selected the final alignment for the new JWP extension. The final alignment shifts the alignment to the west and out of the South Fourth Street corridor.

Connection to PBB Priorities and Objectives:
Livable Community: Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities.

Connection to Regional Plan:
The JWP extension provides a key transportation connection between the south part of Flagstaff to the South Fourth Street corridor.

Connection to Carbon Neutrality Plan:
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

Connection to 10-Year Housing Plan:
Create 2.2: Identify suburban areas to support greater density and intensity of development.

Attachments:
Res. 2024-51
Agreement for JWP Roadway Dedication and Construction
Exhibit A-1 Legal Description of STL 405 Property
Exhibit A-2 Legal Description of Little America Property
Exhibit A-3 Legal Description of Gibson Property
Exhibit A-4 Legal Description of Juniper Point Property
Exhibit B - JWP Cross Sections
Exhibit C Access Easements
Presentation

RESOLUTION NO. 2024-51

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN JP325, LLC, STL405, LLC, KELLY J. GIBSON AND CHRISTY R. GIBSON, AND THE CITY OF FLAGSTAFF RELATED TO CONSTRUCTION OF THE JOHN WESLEY POWELL (JWP) EXTENSION; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, JP325, LLC ("JP325") owns land west of the JWP extension; and

WHEREAS, STL405, LLC ("STL405") and Kelly J. Gibson and Christy R. Gibson (collectively, "Gibson") own land through which the current alignment of the JWP extension runs; and

WHEREAS, JP325, STL405, and Gibson are hereinafter referred to collectively as "Owners"; and

WHEREAS, the City and Owners desire to enter into a Development Agreement, in the form attached to this Resolution as Exhibit A ("Development Agreement"), to provide for the terms and conditions for the construction of the JWP extension and to set forth in detail certain obligations of the City and Owners; and

WHEREAS, construction of the JWP extension pursuant to the terms and conditions of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and City and Owners acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of A.R.S. § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development

Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That the City Clerk be hereby directed to record a copy of the Development Agreement with the Coconino County Recorder no later than ten days after the Development Agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of December 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A - Development Agreement

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

AGREEMENT FOR ROADWAY DEDICATION AND CONSTRUCTION (JWP)

THIS AGREEMENT FOR ROADWAY DEDICATION AND CONSTRUCTION (JWP) (this "Agreement") is entered into as of this ___ day of _____, 202__, by and among: (i) the City of Flagstaff, an Arizona municipal corporation ("City"); (ii) STL405, LLC, an Arizona limited liability company ("STL 405"), (iii) Kelly J. Gibson and Christy R. Gibson (collectively, "Gibson"), and (iv) JP325, LLC, an Arizona limited liability company. Gibson and STL 405 are each referred to in this Agreement as a "Dedicating Owner" and collectively, the "Dedicating Owners." JP 325, STL405, and Gibson are each referred to in this Agreement as an "Owner" and collectively, the "Owners". City and each Owner may be referred to in this Agreement as "Party" in the singular, and collectively as the "Parties."

RECITALS

A. STL 405 is the developer of approximately 405.36 acres of real property known as State Trust Land 405 generally located northeast of Pine Canyon Estates within the City of Flagstaff, Arizona, and legally described on Exhibit "A-1" attached hereto (the "STL 405 Property"). STL 405 was the successful bidder at an Arizona State Land Department ("ASLD") public auction and was issued Certificate of Purchase No. 53-120834 (the "Certificate of Purchase"), which entitles STL 405 to pay the release price for and obtain patents to all or portions of the STL 405 Property. To date, STL 405 has patented and owns fee title to approximately 126 acres of the STL 405 Property and holds the remainder of the STL 405 Property subject to the Certificate of Purchase.

B. Gibson is the owner of that certain real property within the City of Flagstaff, Arizona, and legally described on Exhibit "A-2" attached hereto (the "Gibson Property").

C. JP 325, or its affiliates, are collectively the owners of that certain real property within the City of Flagstaff, Arizona, and legally described on Exhibit "A-3" attached hereto (the "Juniper Point Property").

D. The STL 405 Property, Gibson Property, and JP 325 Property are hereinafter referred to individually as a "Property" and collectively as the "Properties".

E. In connection with the development of their respective Properties, the Dedicating Owners will dedicate to the City at the times specified below (1) certain real property being approximately one hundred and one feet (101') in width and including all land necessary for intersection improvements, including signals and roundabouts and (2) necessary slope, temporary construction, and drainage easements for the construction and operation of the Initial Buildout (defined herein) of public right of way of John Wesley Powell Boulevard (as now existing or hereafter expanded or improved, "JWP") from its current terminus near the existing Pine Canyon development to the boundary of the Canyon del Rio development (the "New JWP Right of Way"). The exact scope of the New JWP Right of Way that the Dedicating Owners will dedicate to the City shall be determined as further set forth herein.

F. The Parties acknowledge that in connection with the development of each Owner's Property, the Owners have certain obligations to contribute to the design and construction of the Initial Buildout (as defined herein) of the New JWP Right of Way. The City has also previously acknowledged the importance of expanding JWP and has raised funds, through tax revenue funded by Proposition 419 and other sources, to pay for a portion of the design and construction of the Initial Buildout of the New JWP Right of Way. Accordingly, the Parties desire to provide for the design and construction of, and payment of design and construction costs for, the Initial Buildout of the New JWP Right of Way, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. Dedication and Scope of New JWP Right of Way.

a. Agreement to Dedicate. Subject to the performance by the City of its obligations hereunder, and the other terms of this Agreement, each Dedicating Owner agrees to (i) dedicate to the City fee title to that portion of the New JWP Right of Way located within such Dedicating Owner's Property and (ii) grant the City each non-exclusive slope, temporary construction, and drainage easements required in connection with the construction and operation of the New JWP Right of Way located within such Dedicating Owner's Property (each of (i) and (ii) a "ROW Dedication" and collectively the "ROW Dedications"). The City shall work with the Dedicating Owners to establish a mutually agreeable size and location for any slope, temporary construction, or drainage easements on the affected Dedicating Owner's property. Notwithstanding the foregoing, each Dedicating Owner reserves from such slope, temporary construction, and drainage easements the right to utilize and construct improvements within the areas subject to such slope and drainage easements provided the same does not materially and adversely impact the construction or operation of the New JWP Right of Way. The City agrees that the New JWP Right of Way will be used as a public right-of-way only (and will not be expanded beyond a 4 lane roadway), that no overhead powerlines will be located within the New JWP Right of Way, and that all sewer, water, gas, communication and electrical utilities that are now or hereafter placed within the New JWP Right of Way will be placed underground, to the extent it is commercially reasonable to do so.

b. Alignment of New JWP Right of Way and Preparation of Dedication Documents.

i. The Parties agree that the final alignment of the New JWP Right of Way is as shown on Exhibit "B" attached hereto.

ii. Within sixty (60) days after the Effective Date, each Dedicating Owner shall prepare (at its sole cost and expense) and submit to the City, for City review, its Dedication Documents (defined below), which will dedicate its portion of the ROW Dedication to the City.

iii. Within sixty (60) days of the City providing Gibson with final approved plans for construction of the Initial Buildout of New JWP Right of Way, Gibson will dedicate all required slope, temporary construction, drainage easements to the City.

iv. With respect to STL 405, its ROW Dedication will occur pursuant to the final plat for the first phase of its development on the STL 405 Property (unless otherwise agreed by STL 405 and the City) and (ii) with respect to Gibson, its ROW Dedication will occur pursuant to a map of dedication (collectively, the "Dedication Documents"). The Dedication Documents will also include a final legal description of such Dedicating Owner's ROW Dedication. The Dedication Documents are subject to approval through normal City processes; provided that the City agrees to use commercially reasonable efforts to review and process such Dedication Documents within thirty (30) days after receipt. The Dedication Documents and the legal descriptions for the ROW Dedications will be consistent with Exhibit "B".

v. The Parties and the City will use commercially reasonable efforts to cause the Dedication Documents to be approved by the City within one hundred twenty (120) days after the Effective Date and each Dedicating Owner agrees to promptly respond to any City comments on the Dedication Documents.

c. City Acceptance of ROW Dedications. Prior to each ROW Dedication, each Dedicating Owner will satisfy and caused to be removed from title to its portion of the ROW Dedication, any mortgage, deed of trust, tax lien, judgment lien, or mechanic's lien encumbering such ROW Dedication. Subject to the foregoing sentence, the City agrees that if it approves of the Dedication Document for such ROW Dedication, the City will be deemed to have accepted and approved of such ROW Dedication subject to all matters of record.

d. Timing of Dedication. Within ten (10) business days after all of the Dedication Documents have been approved by the City, each Dedicating Owner and the City shall execute the applicable Dedication Documents and cause the same to be recorded in the Official Records of the Coconino County Recorder's Office. City and each Dedicating Owner agree to execute such other documents and agreements, at no cost or liability to such party, as may be reasonably required in order to complete the ROW Dedications.

e. Adjustments to Final ROW Dedications. The Parties acknowledge that in connection with the final design and construction of the Initial Buildout of the New JWP Right of Way,

the final dimensions and alignment of the ROW Dedications may need to be modified to take into account various engineering or construction changes or modifications. Once the final approved plans for construction of the Initial Buildout of the New JWP Right of Way is complete, the City (through review by City Staff and approval by the City Manager) and each Dedicating Owner agree to execute such additional maps of dedication, plats, and/or other necessary instruments as may be needed to reflect any changes to the New JWP Right of Way, which agreements will not be unreasonably withheld, conditioned, or delayed. The City and Dedicating Owners agree not to make any changes to the dimensions and alignment of the New JWP Right of Way, as set forth on Exhibit "B", that would materially and adversely impact any Dedicating Owner's development of its Property or the costs to construct the Initial Buildout (increases in costs of more than $50,000 will be deemed material and adverse), without such Dedicating Owner's consent.

f. Conditions Precedent to Obligation to Dedicate. Notwithstanding anything to the contrary contained herein, STL 405 and Gibson shall have no obligation to dedicate to the City its ROW Dedication until the City and the applicable owners of the Canyon del Rio project (the "CDR Owners") and Little America Hotels and Resorts, LLC, a Wyoming limited liability company, formerly known as Little America Hotels & Resorts, Inc. ("Little America"), have entered into agreements, acceptable to City and the CDR Owners and Little America, for the dedication, design and construction of additional 2 lane portions of JWP (i) within a portion of the Canyon del Rio project, approximately from the border of the Little America Property to 4th Street (the "CDR JWP Right of Way"), and (ii) within a portion of the property owned by Little America and described on Exhibit A-2 attached hereto (the "Little America Property"), approximately from the border of the Gibson property north to the border of the Canyon del Rio project (the "Little America JWP Right of Way"). If the City approves this Agreement and the foregoing agreements at the same meeting, this Section 1(f) will be deemed satisfied. Additionally, Gibson shall have no obligation to dedicate to the City its ROW Dedication and the Gibson Dedication unless and until the City obtains the Gibson Access from ASLD as described in Section 5 of this Agreement.

2. Design and Construction for Initial Buildout; Reimbursement Obligations Gibson.

a. General. As further set forth herein, STL 405 agrees, at its sole cost and expense, to design and construct the Initial Buildout of the New JWP Right of Way located within the STL 405 Property (the "STL 405 Roadway Section"). The STL 405 Roadway Section will be constructed in two separate phases, with the first phase being that portion of the STL 405 Roadway Section from the current terminus of JWP near the existing Pine Canyon development to the proposed roundabout shown on Exhibit "B" ("Phase 1") and the second phase being the remaining portion of the STL Roadway Section ("Phase 2"). As further set forth herein, City agrees, at its sole cost and expense, to design and construct the Initial Buildout of the New JWP Right of Way located within the Gibson Property and the Little America Property (the "City Roadway Section" and together with the STL 405 Roadway Section, each a "Roadway Section"). At the time of construction of Phase 1, STL 405 hereby agrees to provide any assurances then required by City Code for construction of both Phase 1 and Phase 2 of the STL 405 Roadway Section prior to construction of Phase 1. City agrees that STL 405 may use two separate subdivision trusts for its assurances, one for Phase 1 and another for Phase 2.

b. Scope of Initial Buildout. The improvements to be constructed for the New JWP Right of Way by STL 405 and the City pursuant to this Agreement shall only consist of a two lane roadway generally described as follows (collectively, the "Initial Buildout"): (1) with respect to

the STL 405 Roadway Section (a) as to Phase 1, only those improvements contemplated by the cross-section No. 1 (b) as to Phase 2, only those improvements contemplated by the cross-section No. 1 and (2) with respect to the City Roadway Section, only those improvements contemplated by cross-section No. 2, and 3, all as such cross-sections are further described and shown on Exhibit "B". The Parties acknowledge the New JWP Right of Way is not being fully built out, and that the design and construction obligations hereunder with respect to each Roadway Section are limited to the Initial Buildout.

c. Design.

i. By STL 405. STL 405 agrees, at its sole cost and expense, to cause the STL 405 Roadway Section to be fully designed, including the preparation of all required plans and specifications therefor (the "STL 405 Roadway Plans"). STL 405 will obtain the City's approval of the STL 405 Roadway Plans through normal City processes. The City agrees to review the STL 405 Roadway Plans and will not withhold, condition, or delay its approval of the same provided such STL 405 Roadway Plans comply with this Agreement and any other applicable City Codes to the extent not contrary to this Agreement. STL 405 will use commercially reasonable efforts to cause the STL 405 Roadway Plans to be completed and approved by the City within twelve (12) months after the Effective Date, subject to Force Majeure Delay.

ii. By City. City agrees, at its sole cost and expense, to cause the City Roadway Section to be fully designed, including the preparation of all required plans and specifications therefor (the "City Roadway Plans" and together with the STL 405 Roadway Plans, the "Roadway Plans").The City Roadway Plans will comply with this Agreement. The City acknowledges and agrees that although STL 405 has previously completed certain work with respect to the City Roadway Plans, which will be provided to the City at no cost, the City will be solely responsible for completing the City Roadway Plans. City will use commercially reasonable efforts to cause the City Roadway Plans to be completed and approved by the City and obtain required federal permitting approvals, within eighteen (18) months after the Effective Date. With respect to the City Roadway Plans, the City will submit all applications for any approvals required from the Army Corp of Engineers or other federal agency within sixty (60) days after obtaining 90% design for the City Roadway Plans.

iii. Cooperation on Design. The Dedicating Owners and the City will work together in connection with the preparation of the Roadway Plans to ensure that the Initial Buildout contains landscaping and design elements that achieve a cohesive and attractive looking roadway; provided that the landscaping and design elements are only required to satisfy City Code. The Initial Buildout will be designed in a manner so that it will safely accommodate a vehicular speed of no less than 40 miles per hour; provided, however, that the Parties agree that the posted speed limit for the New JWP Right of Way will not exceed 35 miles per hour, subject to future City Council consideration and revisions.

iv. Approval of City Roadway Plans by Gibson and Little America. Once the City Roadway Plans have achieved 30% and 60% design drawings, Gibson and Little America (and any of their respective consultants engaged by a Dedicating Owner) will have the right to comment on and approve of the City Roadway Plans, which approval will not be unreasonably withheld, conditioned, or delayed. To the extent Gibson or Little America have any comments, the Parties will work together in good faith to resolve those comments in a

manner reasonably acceptable to the Parties. Furthermore, during review and finalization of the 60% design drawings, the City and Gibson and Little America will agree on the locations abutting their respective Properties that will connect with the New JWP Right of Way. After the 60% design drawings are approved, Gibson and Little America will have no further right to approve the City Roadway Plans unless the City desires to make any material changes. Once the City Roadway Plans are 90% complete, the City will provide the same to Gibson and Little America so they can confirm no material changes were made. Little America's rights under this section will be memorialized in a separate agreement between the City and Little America.

d. Construction.

i. By STL 405. Within one-hundred eighty (180) days after the approval of the STL 405 Roadway Plans, STL 405 will select a contractor to construct Phase 1 of the STL 405 Roadway Section and will enter into a contract with such contractor acceptable to STL 405, provided that such contract will provide for a warranty of all improvements for the applicable warranty periods required by the City. Any contract for the construction of Phase 2 of the STL 405 Roadway Section will also comply with the foregoing, but STL 405 may select a different contractor. Subject to Force Majeure Delays (as defined herein), STL 405 will cause the STL 405 Roadway Section to be constructed in a good and workmanlike manner, and in accordance with the City-approved STL 405 Roadway Plans, within thirty-six (36) months after the date the STL 405 Roadway Plans are approved. Subject to any reimbursements provided herein, STL 405 will be solely responsible for all costs and expenses incurred to design and construct the STL 405 Roadway Section. To facilitate the exercise of self-help rights, all contracts that STL 405 enters into for construction of the Initial Buildout will be freely assignable.

ii. By City. Within one-hundred eighty (180) days after the approval of the City Roadway Plans (or such longer time as may be reasonably necessary to comply with the Public Bidding and Procurement Laws (as defined below)), City will select a contractor to construct the City Roadway Section and will enter into a contract with such contractor acceptable to City, provided that such contract will provide for a warranty of all improvements for the applicable warranty periods required by the City. Subject to Force Majeure Delays (as defined herein), City will cause the City Roadway Section to be constructed in a good and workmanlike manner, and in substantial accordance with the City Roadway Plans, within twenty-four (24) months after the date that the City Roadway Plans have been approved by the Army Corp of Engineers and any other applicable federal agency. Subject to any reimbursements provided herein, City will be solely responsible for all costs and expenses incurred to design and construct the City Roadway Section. City agrees that the bidding, procurement and contracting for the design of the City Roadway Plans and the construction of the City Roadway Section will be conducted in accordance with all applicable laws, rules, regulations, and ordinances of the State of Arizona and the City of Flagstaff applicable thereto, including, without limitation, to the extent applicable, Title 34 of the Arizona Revised Statutes (Public Buildings and Improvements) and the Arizona Procurement Code (A.R.S. §§ 41-2501 et. seq.) (collectively, the "Public Bidding and Procurement Laws"). To facilitate the exercise of self-help rights, all contracts that City enters into for construction of the Initial Buildout will be freely assignable.

iii. Coordination. STL 405, City, and their respective contractors agree to coordinate the construction of their respective Roadway Sections to avoid any conflicts in

design or construction. Gibson agrees to grant to the City, at no additional cost and pursuant to a separate agreement, any reasonable temporary constructions easements, and construction staging areas (subject to Gibson's approval of location) required by the City in connection with its construction of the City Roadway Section.

iv. Force Majeure Delay. The applicable commencement and/or completion time periods for the design and construction of any Roadway Sections required pursuant to this Agreement shall be extended by a time equal to any period that progress and/or construction is delayed due to the following: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) epidemics, pandemics, or other national or regional states of emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) shortages of supplies, adequate power, or transportation facilities (not resulting from a Party's failure to timely order supplies, power, or facilities, (viii) injunction in connection with litigation or arbitration not resulting from the actions or inactions of a Party in violation of this Agreement, (ix) the failure of the City, or any state or federal governmental agency, to provide any required approvals, including, without limitation, the Roadway Plans (in each case excluding delays caused by a Party) or (x) other similar events beyond the reasonable control of the Parties (collectively, each, a "Force Majeure Delay"). If any Party obtains notice of any proposed or pending Force Majeure Delay, such Party shall promptly provide written notice of such Force Majeure Delay to the other Parties, which notice shall reasonably detail the reason(s) giving rise to the Force Majeure Delay and what efforts the constructing Party intends to take to minimize the Force Majeure Delay, and which shall also set forth a good faith estimate of the anticipated duration of the Force Majeure Delay.

e. Contribution by JP 325 for Canyon Del Rio. The City agrees that if the CDR JWP Right of Way is constructed pursuant to the separate agreement to be entered into between the City and the CDR Owners, that JP 325 and the Juniper Point Property will have satisfied all of its and the Juniper Point Property's obligations with respect to the design or construction of JWP. The Parties acknowledge that currently JP 325 and the CDR Owners intend to enter into a private agreement pursuant to which JP 325 will pay some or all of the costs to design and construct the foregoing CDR JWP Right of Way.

f. Reimbursements by Gibson.

i. While Gibson is not contributing upfront to the cost and expenses for the design and construction of the Initial Buildout of the New JWP Right of Way and the CDR JWP Right of Way (collectively, the "Overall JWP Costs"), Gibson agrees to pay to the City (for the City's distribution to the City, STL 405 and JP 325 as provided herein) for Gibson's proportionate share of the Overall JWP Costs, which proportionate share is equal to 4.57% of the Overall JWP Costs, as development of the Gibson Property occurs. Little America will have a separate obligation to pay the City for its proportionate share of the Overall JWP Costs, which is 14.25% (the "Little America JWP Share"), which will be set forth in a separate agreement between the City and Little America. Any portion of the Little America JWP Share received by the City from Little America will constitute a Reimbursement Amount hereunder and distributed between the City, STL 405 and JP 325 per Section 2(f)(iv) below.

ii. Development of the Gibson Property that requires use of the New JWP Right of Way shall be conditioned upon reimbursement to the City of its proportional share of the Overall JWP Costs (the "Reimbursement Obligation"). Payment of the Reimbursement Obligation shall be a condition of the issuance building permits, and calculated as follows (collectively, the "Reimbursement Amounts"):

a) By-Right Development. Reimbursement for development utilizing the existing Rural Residential (RR) zoning shall be divided equally among the maximum number of residential dwelling units permitted on the Gibson Property (80 dwelling units) and assessed on a pro rata basis for each building permit. (Ex: $1,800,000.00 total Reimbursement Obligation divided by 80 equals $22,500.00 reimbursement assessment per building permit). The Reimbursement Amount for any individual building permit shall not exceed 1.25% of the total Reimbursement Obligation.

b) Development Subject to Rezoning. If Gibson obtains land use entitlements that increase the maximum residential density and/or commercial floor area permitted on the Gibson Property, reimbursement to the City shall be divided equally among the total residential dwelling units and commercial floor area permitted in the development plans approved in conjunction with the land use entitlements (the "Approved Plans"). For the purposes of calculating the Reimbursement Amount, 1 residential dwelling unit is equal to 1,000 square feet of commercial floor area. The Reimbursement Amount shall be assessed on a pro rata basis for each building permit according to the total number of residential units and commercial square footage permitted by the building permit.

c) Reimbursement Example: Development Subject to Rezoning.

1. $1,800,000.00 total Reimbursement Obligation and Approved Plans permitting 470 residential dwelling units and 30,000 square feet of commercial floor area. (i.e. 500 total "units")
2. Pro rata reimbursement rate is equal to $3,600 per residential dwelling unit and/or 1,000 square feet of commercial floor area.
3. Building permit approved for 200 residential dwelling units and 10,000 square feet of commercial floor area.
4. Assessed Reimbursement Amount associated with building permit is $756,000.00 (210 total "units" at $3,600 per unit).

iii. Notwithstanding anything to the contrary contained herein, in no event will Gibson be liable to pay to the City, for its proportionate share of the Overall JWP Costs, an amount in excess of two million dollars ($2,000,000.00) (the "Gibson Cap").

iv. The City agrees to enforce the Reimbursement Obligations and to take such legal steps as are necessary to collect all Reimbursement Amounts from Gibson and Little America. The City agrees to share all Reimbursement Amounts received by it from Gibson and Little America between the City, STL 405 and JP 325 as follows: (i) the City will receive 40% of all Reimbursement Amounts, (ii) STL 405 will receive 42% of all Reimbursement Amounts, and (iii) JP 325 will receive 18% of all Reimbursement Amounts. With respect to any in lieu contributions to the New JWP Right of Way or the CDR JWP Right of Way (the "Additional Contributions") received by the City from any other third parties (other than the Owners) whose Traffic Improvement Analysis impacts the New JWP Right of Way or CDR JWP Right of Way and who the City requires to contribute to the New JWP Right of Way or CDR JWP Right of Way, the City agrees that such Additional Contributions shall be allocated in accordance with the above percentages; provided, however, that STL 405 and JP 325 will not receive any share of the Additional Contributions once such Party has been reimbursed for all costs and expenses incurred to construct the STL 405 Roadway Section and the CDR JWP Right of Way, respectively, that exceed each Party's Base Contribution Amount. With respect to STL 405, its Base Contribution Amount is $8,969,845.20 and with respect to JP 325 its Base Contribution Amount is $7,206,921.36.

v. Gibson's Reimbursement Obligation shall terminate ten (10) years after the Effective Date of this Agreement (the "Reimbursement Termination"). Any building permits approved by the City after the Reimbursement Termination shall not include or be conditioned upon payment of any Reimbursement Amount.

g. Turn Lanes, Traffic Signals, and Intersection Improvements. If the City requires the construction of any turn lanes, traffic signals, or intersection improvements as may be set forth in any Transportation Impact Analysis submitted for, or applicable to, an Owner's Property, then such Owner will be solely responsible to construct and pay for such improvement when it develops the portion of its Property requiring such improvements.

h. Future Sidewalks. The Parties acknowledge that in connection with the Initial Buildout, a sidewalk and related improvements are only being constructed on one side of the New JWP Right of Way. Each Dedicating Owner agrees that when it develops any portion of its Property that abuts the New JWP Right of Way, it will complete the sidewalk and related improvements on the side of the New JWP Right of Way that abuts the portion of its Property being developed (the "Remaining Sidewalk"). The improvements for the Remaining Sidewalk shall be as shown on the applicable cross sections.

3. No Further Obligations For JWP. In consideration for each Owner's agreement to make its ROW Dedication at no cost and expense to the City, and to design and construct (or contribute to the costs thereof) the Initial Buildout of the New JWP Right of Way, the City agrees that this Agreement contains all obligations and liabilities of each Owner with respect to JWP, and the design, construction, and improvement thereof, and that no Owner will be obligated, now or in the future, to further design, construct, or otherwise improve JWP, except for the improvements identified above in Section 2(g) and 2(h), regardless of the ultimate development that occurs on such Owner's Property. Any further design, construction, or improvement of JWP, or payment for the costs thereof, will be a regional improvement and the obligation of the City or other third party property owners (excluding the Owners and other future owners of the Properties). Without limiting the generality of the foregoing,

the City agrees that, except for the improvements identified above in Section 2(g) and 2(h), (1) STL 405's obligations and liabilities with respect to JWP, as may be set forth in any Traffic Improvement Analysis or Master Scoping Document submitted for, or applicable to, the STL 405 Property, or any other City requirement, will be deemed to be satisfied in full upon STL 405's design and construction of the STL 405 Roadway Section, (2) JP 325's obligations and liabilities with respect to JWP, as may be set forth in any Traffic Improvement Analysis or Master Scoping Document submitted for, or applicable to, the Juniper Point Property, or any other City requirement, will be deemed to be satisfied in full upon the design and construction of the CDR JWP Right of Way, and (3) Gibson's obligations and liabilities with respect to JWP, as may be set forth in any Traffic Improvement Analysis or Master Scoping Document submitted for, or applicable to, the Gibson Property, or any other City requirement, will be deemed to be satisfied in full upon the design and construction of the City Roadway Section, subject to the reimbursement obligation provided in Section 2(f) above. The City will issue any letters or statements reasonably requested by an Owner evidencing the foregoing and will direct City staff accordingly.

4. Modifications and Grading Permit. The cross-sections for the Initial Buildout identified on Exhibit "B", and the improvements contemplated thereby, are hereby approved by the City and the City hereby grants all modifications to the City's engineering requirements necessary to construct the Initial Buildout as contemplated by such cross-sections. Furthermore, for the New JWP Right of Way, the City hereby grants STL 405 a modification on the City engineering requirement that retaining walls may not exceed five (5) feet before terracing is required, and instead, the City agrees that retaining walls constructed in connection with the construction of the STL 405 Roadway Section may be up to ten (10) feet in height before terracing is required and need only run for five (5) feet prior to the next retaining wall being constructed, subject to the requirement that all such improvements must be in accordance with approved engineering plans. For all other modifications that may be requested by STL 405, the City will follow its standard modification process, but will not unreasonably withhold, condition, or delay the approval of a variance. Subject to the satisfaction of standard City requirements and processes, the City will agree to grant to STL 405 an at-risk rough grading permit after the execution and recording of the Dedication Documents for STL 405.

5. Secondary Access/Roadway Construction for Gibson Parcel . The City shall seek and acquire from ASLD a land patent or right-of-way easement extending from the New JWP Right of Way to the southwest corner of the Gibson Property as described and illustrated in Exhibit "C" (the "Gibson Access") providing public secondary vehicular access from the Gibson Property to the New JWP Right of Way.

a. Dimensions. The Gibson Access shall be a maximum of 120 feet in width, but in no event wider than the width required to construct a Minor Collector roadway as illustrated in City of Flagstaff Engineering Detail No. 10-09-035, as amended.

b. Gibson Road Design and Construction. The City shall construct a Minor Collector roadway in the Gibson Access consistent with City of Flagstaff Engineering Detail No. 10-09-035, as amended, connecting to the New JWP Right of Way and extending into the Gibson Property, together with necessary intersection improvements to accommodate a local roadway and a local roadway extending off of the Minor Collector and extending down into the STL 405 Property, not to exceed 75 feet from the intersection unless otherwise agreed to by both parties (all of the foregoing, collectively, the "Gibson Road"). The Gibson Road shall include public water and sewer main extensions connecting to the lines in the New NWP Right

of Way and terminating in a manhole for the sewer main and a gate valve for the water main at the terminus of the Minor Collector portion of the Gibson Road. The Gibson Road shall be deemed for all purposes under this Agreement to be incorporated into the Initial Buildout as defined in Section 2(b) and included in the City Roadway Plans as described in Section 2(c)(ii). The Gibson Road shall be constructed by the City as part of the City Roadway Section as described in Sections 2(a) and 2(d)(ii).

c. Gibson Dedication. To accommodate the Gibson Road's extension into the Gibson Property and public vehicular access to the portion of the STL 405 Property directly south of the Gibson Property, Gibson shall dedicate public right-of-way to the City as described and illustrated in Exhibit "C" (the "Gibson Dedication")

d. Condition Precedent. Gibson shall have no obligation to dedicate to the City its ROW Dedication or the Gibson Dedication unless and until the City acquires the Gibson Access as described in this Section.

6. [Reserved]

7. Arizona Trail. The Arizona Trail is currently located on the STL 405 Property. Subject to approval of the applicable Dedicating Owners whose Properties would be impacted, the City, through its specific plan process, may desire to relocate the Arizona Trail onto other portions of the Properties. The applicable Dedicating Owners will work with the City in good faith to determine any relocation of the Arizona Trail, but approval of the same will be in such Dedicating Owners sole, but reasonable discretion.

8. Default; Remedies.

a. Events Constituting Default. A Party hereunder shall be deemed to be in default under this Agreement if such Party breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of thirty (30) days after written notice thereof (or other period of time as expressly provided herein) from the Party not in default hereunder; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, no default shall be deemed to exist if the Party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within one hundred eighty (180) days.

b. Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to commercial property development. The costs of any such mediation shall be paid one-half by the City and one half by the Owners (in accordance with their Allocable Share) or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties and any party shall be free to initiate litigation upon the conclusion of mediation.

c. Owners Remedies. In the event that the City is in default under this Agreement, and fails to cure any such default within the time period required therefore as set forth in Section 8(a) above, then each Owner shall be entitled to exercise all rights and remedies under this Agreement and those which may be available at law or in equity. Notwithstanding the foregoing, the Owners shall only be entitled to terminate this Agreement due to a default by the City if all Owners agree in writing to terminate this Agreement by written notice delivered to the City.

d. City's Remedies. In the event that an Owner is in default under this Agreement, and such Owner thereafter fails to cure any such default within the time period described in Section 8(a) above, then, the City or such other Owner affected by the other Owner's default may pursue all of its rights and remedies available to it under applicable law against such Owner; provided, however, that the City and the non-defaulting Owners may not elect to terminate this Agreement. Notwithstanding anything to the contrary contained herein, the City acknowledges and agrees that the default or breach of this Agreement by one Owner shall not constitute a default or breach by any other Owner and that no Owner is liable for the obligations or liabilities of any other Owner hereunder.

e. No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of the City or an Owner when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or an Owner, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or an Owner, as applicable, under the terms of this Agreement. The terms of this Section 8(e) shall not apply to Gibson as the current individual owners of the Gibson Property, but shall apply to Gibson if it conveys the Gibson Property to any business entity successor-in-interest to the Gibson Property. The terms of Section 8(e) shall not apply to Gibson as the current individual owners of the Gibson Property. However, if Gibson conveys the Gibson Property to any business entity, the terms of Section 8(e) shall apply to Gibson and any other members, managers, officers, directors, agents, representatives, officials, employees or other natural persons of the business entity successor-in-interest to which the Gibson Property is conveyed.

f. Power of Condemnation. Nothing in this Agreement shall be deemed to abrogate, impede, or constitute a waiver of the City's power of eminent domain, which power may be exercised by the City in accordance with applicable law. Furthermore, if the City initiates eminent domain proceedings after the failure of a Dedicating Owner to dedicate its ROW Dedication to the City as and when required by this Agreement, the Dedicating Owner shall be liable to the City for all additional costs and expenses incurred by the City to exercise its power of eminent domain.

g. Waiver of Certain Damages. Notwithstanding anything to the contrary contained herein, no Party shall be liable to another Party for special, consequential, exemplary or punitive damages, each Party agreeing that it shall only be entitled to recover its actual damages. The foregoing shall not apply if a Party's damages arise due to another Party's breach arising from such Party's fraud, bad faith, or willful misconduct.

9. General Provisions.

a. Effective Date and Term. This Agreement shall be effective (the "Effective Date") upon execution by the Parties hereto. The term of this Agreement shall extend from the Effective Date of this Agreement and shall terminate on date when all obligations required by this Agreement have been met by all applicable Parties as evidenced by the written agreement of the Parties, but in all events no later than thirty (30) years after the Effective Date.

b. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:	To Owner:
City Manager	_____
City of Flagstaff	_____
211 West Aspen Avenue	_____
Flagstaff, Arizona 856001	_____
	_____
	_____
	_____
	_____

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above or immediately upon personal delivery.

c. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

d. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

e. Authority. The undersigned, each as to themselves only, represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Each Owner, as to itself, represents and warrants that it is duly formed and validly existing under the laws of the state of its organization and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. Each Owner, on its own behalf, and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing.

f. Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to each Property, and this provision has no effect on them.

Exhibit "A-1"	Legal Description of STL 405 Property
Exhibit "A-2"	Legal Description of Little America Property
Exhibit "A-3"	Legal Description of Gibson Property
Exhibit "A-4"	Legal Description of Juniper Point Property
Exhibit "B"	Depiction of New JWP Right of Way and Description of Initial Buildout and Cross Sections
Exhibit "C"	Access Easements for Gibson and STL 405

g. Amendment of the Agreement. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the Properties, only with the mutual written consent of the Parties or by their successors in interest or assigns that own (at the time of the Amendment) the portion(s) of the Properties that are included in the Amendment. Consent is not required from owners of the Properties that are not included in the Amendment. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

h. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

i. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona, and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona.

j. Recordation of Agreement and Subsequent Amendment Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten (10) days after the City and the Owners execute the Agreement, amendment, or cancellation.

k. No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the Owners or between any Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

l. Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any

corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

m. Successors and Assigns; Restriction on Assignment by Owners. Successors and Assigns; Restriction on Assignment by Owners. Each Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the terms, covenants and conditions of this Agreement, which shall run with the land and be appurtenant to and binding upon, and shall benefit and burden, each Property, it being agreed that all persons having or acquiring any right, title or interest in or to any portion of the Properties shall be bound by this Agreement (subject to the remaining provisions of this Section). Notwithstanding the foregoing, this Agreement shall be automatically (without the necessity of recording any document) released of record as to any Public Sale Property (as defined below) within a Property upon the initial conveyance of such Public Sale Property to a purchaser or transferee thereof. As used herein, the term "Public Sale Property" shall mean each of the following: (a) platted residential lot within a Property on which a residence has been constructed and completed (as evidenced by the City's issuance of a certificate of occupancy for such residence) upon conveyance of the lot to a bona fide retail homebuyer, (b) any common areas upon the dedication and conveyance to any homeowners association, and (c) except for any of the ROW Dedications, any parcel or tract upon the dedication and conveyance of such parcel or tract to the City; provided, however, that such termination and release of this Agreement upon the conveyance of a Public Sale Property shall not release, relieve or otherwise affect the continued rights, obligations and liabilities of the Parties under this Agreement, and all such rights, obligations and liabilities shall survive such termination and release. For the avoidance of doubt, this Agreement shall not impose any obligations on any portion of the Juniper Point Property that has previously been sold to a third party, including any Public Sale Property, and any title insurer may rely on this Section to not show this Agreement as an exception to title to such property.

n. Restriction on Assignment by City. The City shall not transfer or assign all or any part of its rights and obligations under this Agreement without the prior written consent of the Owners, which consent may not be unreasonably withheld, conditioned, or delayed.

o. Time of the Essence. Time is of the essence in implementing the terms of this Agreement.

p. ASLD. The Parties acknowledge that, in the event STL 405's interest in Certificate of Purchase is terminated, the terms of this Agreement shall not apply to any unpatented portions of the STL 405 Property unless consented to in writing by the ASLD Commissioner, in his/her sole discretion.

[*signatures follow*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement For Roadway Dedication and Construction (JWP) effective as of the Effective Date.

City of Flagstaff, an Arizona municipal corporation

By:_____
_____, Mayor

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by _____, as _____ of the **City of Flagstaff,** an Arizona municipal corporation, on behalf of the City

_____
Notary Public

My Commission Expires:

_____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement For Roadway Dedication and Construction (JWP) effective as of the Effective Date.

"**STL 405**"

STL405, LLC, an Arizona limited liability company

By: Symmetry Management Company, Inc., an Arizona corporation, its Manager

By: _____
Name: Peter Burger
Its: President

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by Peter Burger, as President of Symmetry Management Company, Inc., an Arizona corporation, the Manager of STL405, LLC, an Arizona limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

_____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement For Roadway Dedication and Construction (JWP) effective as of the Effective Date.

_____
Kelly J. Gibson

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by Kelly J. Gibson.

_____
Notary Public

My Commission Expires:

_____

_____
Christy R. Gibson

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by Christy R. Gibson.

_____
Notary Public

My Commission Expires:

_____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement For Roadway Dedication and Construction (JWP) effective as of the Effective Date.

JP325, LLC,
an Arizona limited liability company

By: RAC Partners, LLC, an Arizona limited liability company,
Its: Manager

By: _____
Brian Rhoton, its Manager

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___ by Brian Rhoton, as a Manager of RAC Partners, LLC, an Arizona limited liability company, the Manager of **JP325, LLC**, an Arizona limited liability company, on behalf of the company.

_____
Notary Public

My Commission Expires:

_____

Exhibit "A-1"

LEGAL DESCRIPTION OF STL 405 PROPERTY

The West half and the South half of the Southeast quarter of Section 26, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM all oil, gas, and other hydrocarbons substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizers of every name and description, and except all uranium, thorium, or any other minerals which may be essential to the production of fissionable materials, as reserved in Arizona Revised Statutes.

Exhibit "A-2"

LEGAL DESCRIPTION OF LITTLE AMERICA PROPERTY

PARCEL NO. 1 (106-09-002):

The East half of the Northwest quarter of the Northeast quarter of the Northwest quarter of the Southwest quarter;

The Northeast quarter of the Northeast quarter of the Northwest quarter of the Southwest quarter;

The East half of the Southeast quarter of the Northeast quarter of the Northwest quarter of the Southwest quarter;

The East half of the East half of the Southeast quarter of the Northwest quarter of the Southwest quarter;

The East half of the Northeast quarter of the Northeast quarter of the Southwest quarter of the Southwest quarter;

The South half of the Northeast quarter of the Southwest quarter of the Southwest quarter;

The Southeast quarter of the Northwest quarter of the Southwest quarter of the Southwest quarter;

The South half of the Southwest quarter of the Southwest quarter;

The East half of the Southwest quarter;

The East half of the Southeast quarter;

The Southwest quarter of the Southeast quarter;

All in Section 23, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM any portion lying within the right of way of Interstate Highway 40.

PARCEL NO. 2 (106-10-001B):

The South half of the South half of the Northeast quarter of Section 26, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable materials as reserved in Arizona Revised Statutes.

PARCEL NO. 3 (106-10-001C):

The East half of the North half of the South half of the Northeast quarter of Section 26, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and except all

materials which may be essential to production of fissionable materials as reserved in Arizona Revised Statutes.

PARCEL NO. 4 (106-10-002):

The North half of the Northeast quarter of Section 26, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent recorded in Docket 559, Page 138, records of Coconino County, Arizona.

Exhibit "A-3"

LEGAL DESCRIPTION OF GIBSON PROPERTY

The North half of the Southeast quarter of Section 26, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM all oil, gas, other hydrocarbons substances, helium or other substances of gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium, or any other material which is or may be determined by the laws of the United States, or if this State, or decisions of the court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value.

Exhibit "A-4"

LEGAL DESCRIPTION OF JUNIPER POINT PROPERTY

Exhibit "B"

DEPICTION OF NEW JWP RIGHT OF WAY AND DESCRIPTION OF INITIAL BUILDOUT AND CROSS SECTIONS

Exhibit "C"

ACCESS EASEMENTS

Exhibit "A-1"

LEGAL DESCRIPTION OF STL 405 PROPERTY

The West half and the South half of the Southeast quarter of Section 26, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM all oil, gas, and other hydrocarbons substances, helium or other substances of a gaseous nature, geothermal resources, coal, metals, minerals, fossils, fertilizers of every name and description, and except all uranium, thorium, or any other minerals which may be essential to the production of fissionable materials, as reserved in Arizona Revised Statutes.

Exhibit "A-2"

LEGAL DESCRIPTION OF LITTLE AMERICA PROPERTY

PARCEL NO. 1 (106-09-002):

The East half of the Northwest quarter of the Northeast quarter of the Northwest quarter of the Southwest quarter;

The Northeast quarter of the Northeast quarter of the Northwest quarter of the Southwest quarter;

The East half of the Southeast quarter of the Northeast quarter of the Northwest quarter of the Southwest quarter;

The East half of the East half of the Southeast quarter of the Northwest quarter of the Southwest quarter;

The East half of the Northeast quarter of the Northeast quarter of the Southwest quarter of the Southwest quarter;

The South half of the Northeast quarter of the Southwest quarter of the Southwest quarter;

The Southeast quarter of the Northwest quarter of the Southwest quarter of the Southwest quarter;

The South half of the Southwest quarter of the Southwest quarter;

The East half of the Southwest quarter;

The East half of the Southeast quarter;

The Southwest quarter of the Southeast quarter;

All in Section 23, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM any portion lying within the right of way of Interstate Highway 40.

PARCEL NO. 2 (106-10-001B):

The South half of the South half of the Northeast quarter of Section 26, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and except all materials which may be essential to production of fissionable materials as reserved in Arizona Revised Statutes.

PARCEL NO. 3 (106-10-001C):

The East half of the North half of the South half of the Northeast quarter of Section 26, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description and except all

materials which may be essential to production of fissionable materials as reserved in Arizona Revised Statutes.

PARCEL NO. 4 (106-10-002):

The North half of the Northeast quarter of Section 26, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent recorded in Docket 559, Page 138, records of Coconino County, Arizona.

Exhibit "A-3"

LEGAL DESCRIPTION OF GIBSON PROPERTY

The North half of the Southeast quarter of Section 26, Township 21 North, Range 7 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING THEREFROM all oil, gas, other hydrocarbons substances, helium or other substances of gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium, or any other material which is or may be determined by the laws of the United States, or if this State, or decisions of the court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value.

Exhibit "A-4"

LEGAL DESCRIPTION OF JUNIPER POINT PROPERTY

A portion of Sections 27 and 34, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Section 27, being marked by a BLM brass cap, from which the North quarter corner of said Section 27, being marked by an aluminum cap "ARENCO RLS 4321", bears South 89° 26' 41" West, 2627.44 feet (Basis of Bearings);

Thence along the East line of the Northeast quarter of said Section 27, South 00° 20' 58" East, 2620.30 feet;

Thence along the East line of the Southeast quarter of said Section 27, South 01° 11' 35" East, 695.49 feet to the Northeast corner of Tract "G", JUNIPER POINT FINAL PLAT, Document No. 3947078, Coconino County Recorder (CCR);

Thence continuing along said Tract "G" southerly and westerly boundary line the following twenty-six courses:

Thence South 01° 11' 51" East, 879.51 feet to the beginning of a non-tangent curve, concave Southeast, from which the radius point bears South 35° 34' 08" East, a distance of 1776.75 feet;

Thence southwesterly 360.65 feet along the arc of said curve to the left through a central angle of 11° 37' 49";

Thence on a non-tangent line North 27° 16' 57" West, 707.16 feet;

Thence South 78° 04' 31" West, 172.15 feet;

Thence South 52° 14' 05" West, 1158.02 feet;

Thence South 22° 32' 12" East, 643.29 feet;

Thence South 04° 04' 49" West, 116.61 feet;

Thence South 72° 28' 43" West, 57.24 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 17° 24' 43" West, a distance of 4360.80 feet;

Thence southwesterly 491.33 feet along the arc of said curve to the right through a central angle of 06° 27' 20";

Thence on a non-tangent line North 89° 48' 13" West, 145.03 feet;

Thence South 09° 53' 00" East, 19.62 feet to the beginning of a curve, concave Northwest, having a radius of 30.00 feet;

Thence southwesterly 24.00 feet along the arc of said curve to the right through a central angle of 45° 49' 52";

Thence on a non-tangent line South 88° 03' 32" West, 635.22 feet;

Thence North 01° 56' 28" West, 85.86 feet;

Thence North 33° 42' 19" East, 17.40 feet;

Thence North 88° 03' 32" East, 57.36 feet;

Thence North 01° 56' 28" West, 57.00 feet;

Thence South 88° 03’ 32” West, 119.75 feet;

Thence North 01° 56’ 28” West, 100.00 feet;

Thence North 20° 57’ 39” East, 80.30 feet;

Thence North 01° 21’ 48” East, 193.73 feet;

Thence North 65° 19’ 45” West, 119.14 feet;

Thence North 22° 34’ 54” West, 101.85 feet;

Thence North 03° 37’ 09” West, 648.70 feet;

Thence South 89° 35’ 20” West, 77.97 feet;

Thence North 00° 24’ 40” West, 108.38 feet to the Northwest corner of said Tract “G”;

Thence leaving Tract “G” boundary line, South 89° 28’ 00” West, 172.13 feet;

Thence North 36° 29’ 11” East, 247.57 feet;

Thence North 19° 11’ 35” East, 512.17 feet;

Thence North 36° 43’ 25” East, 393.83 feet;

Thence North 77° 53’ 30” East, 468.09 feet;

Thence North 09° 03’ 46” East, 644.15 feet;

Thence North 15° 08’ 54” West, 547.99 feet;

Thence North 39° 25’ 46” East, 249.04 feet;

Thence South 80° 19’ 44” East, 551.75 feet;

Thence North 60° 36’ 36” East, 352.29 feet;

Thence North 02° 36’ 36” East, 367.84 feet;

Thence North 68° 38’ 51” East, 462.52 feet;

Thence North 07° 23’ 11” East, 971.17 feet to the North line of said Northeast quarter;

Thence along said North line, North 89° 26’ 41” East, 621.90 feet to the POINT OF BEGINNING;

EXCEPT that portion conveyed in Deed recorded in Instrument No. 4003153, records of Coconino County, Arizona, described as follows:

A parcel of land being a portion of ‘Tract G’ according to the Final Plat for Parcel 1 at Juniper Point, Instrument No. 3947078, and also being a portion of ‘Parcel 1’ as shown on Instrument No. 3997919 (herein referred to as

R1), Official Records of Coconino County, Arizona, located in Section 27 and Section 34, Township 21 North, Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Section 27, and said 'Parcel 1' as shown on R1;

Thence along the East line of said Section 27, and said 'Parcel 1', South 00° 20' 58" East, a distance of 2620.30 feet (Basis of Bearing, R1), to the East quarter corner of said Section 27;

Thence continuing along said East line, South 01° 11' 35" East, a distance of 695.49 feet to the Northeast corner of Tract 'G';

Thence continuing along said East line, South 01° 11' 51" East, a distance of 879.51 feet to the Southeast corner of said parcel, and the beginning of a non-tangent curve concave Southeast having a radius of 1776.75 feet and a central angle of 11° 37' 49" and being subtended by a chord which bears South 48° 36' 57" West, a distance of 360.04 feet;

Thence leaving said East line and along the southerly line of said parcel, and southwesterly along said curve, a distance of 360.65 feet;

Thence continuing along said southerly line, North 27° 16' 57" West, a distance of 707.16 feet;

Thence continuing along said southerly line, South 78° 04' 31" West, a distance of 172.15 feet;

Thence continuing along said southerly line, South 52° 14' 05" West, a distance of 1158.02 feet;

Thence continuing along said southerly line, South 22° 32' 12" East, a distance of 643.29 feet;

Thence continuing along said southerly line, South 04° 04' 49" West, a distance of 116.61 feet;

Thence continuing along said southerly line, South 72° 28' 43" West, a distance of 7.24 feet to the beginning of a tangent curve concave to the North having a radius of 4360.80 feet and a central angle of 06° 27' 20";

Thence continuing along said southerly line, and southwesterly along said curve, a distance of 491.33;

Thence continuing along said southerly line, North 89° 48' 13" West, a distance of 31.27 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said southerly line, North 89° 48' 13" West, a distance of 113.76 feet;

Thence continuing along said southerly line, South 09° 53' 00" East, a distance of 19.62 feet to the beginning of a tangent curve concave to the West having a radius of 30.00 feet; and a central angle of 45° 49' 52";

Thence continuing along said southerly line, and southerly along said curve, a distance of 24.00 feet;

Thence continuing along said southerly line, South 88° 03' 32" West, a distance of 635.21 feet to the Southwest corner of said parcel;

Thence along the westerly line of said parcel, North 01° 56' 28" West, a distance of 85.86 feet;

Thence continuing along said westerly line, North 33° 42' 19" East, a distance of 17.40 feet;

Thence continuing along said westerly line, North 88° 03' 32" East, a distance of 57.36 feet;

Thence continuing along said westerly line, North 01° 56’ 28” West, a distance of 57.00 feet;

Thence continuing along said westerly line, South 88° 03’ 32” West, a distance of 119.75 feet;

Thence continuing along said westerly line, North 01° 56’ 28” West, a distance of 100.00 feet;

Thence leaving said westerly line, North 88° 03’ 32” East, a distance of 95.79 feet;

Thence North 01° 56’ 28” West, a distance of 82.45 feet;

Thence North 34° 38’ 20” East, a distance of 92.86 feet;

Thence North 06° 40’ 34” West, a distance of 177.48 feet;

Thence North 48° 03’ 12” East, a distance of 84.83 feet;

Thence North 34° 09’ 47” East, a distance of 78.17 feet;

Thence North 05° 03’ 22” West, a distance of 319.76 feet;

Thence North 16° 11’ 11” West, a distance of 60.90 feet;

Thence North 24° 29’ 55” West, a distance of 115.64 feet;

Thence North 66° 21’ 43” East, a distance of 16.86 feet;

Thence North 16° 11’ 11” West, a distance of 40.85 feet;

Thence North 67° 05’ 23” East, a distance of 63.30 feet;

Thence South 68° 16’ 27” East, a distance of 2.93 feet;

Thence North 23° 23’ 26” West, a distance of 61.39 feet;

Thence North 21° 43’ 33” East, a distance of 7.27 feet;

Thence North 66° 21’ 43” East, a distance of 73.07 feet;

Thence South 68° 16’ 27” East, a distance of 9.15 feet;

Thence North 67° 05’ 23” East, a distance of 94.68 feet;

Thence North 21° 52’ 33” East, a distance of 21.13 feet;

Thence North 23° 20’ 17” West, a distance of 2.89 feet;

Thence North 67° 30’ 40” East, a distance of 101.01 feet;

Thence South 23° 20’ 17” East, a distance of 4.15 feet;

Thence South 68° 07’ 27” East, a distance of 21.29 feet;

Thence South 23° 20’ 17” East, a distance of 59.00 feet;

Thence South 21° 52’ 33” West, a distance of 21.13 feet;

Thence South 23° 20’ 17” East, a distance of 655.60 feet to the beginning of a tangent curve concave to the West, having a radius of 720.50 feet and a central angle of 27° 46’ 38”;

Thence southeasterly along said curve, a distance of 349.30 feet;

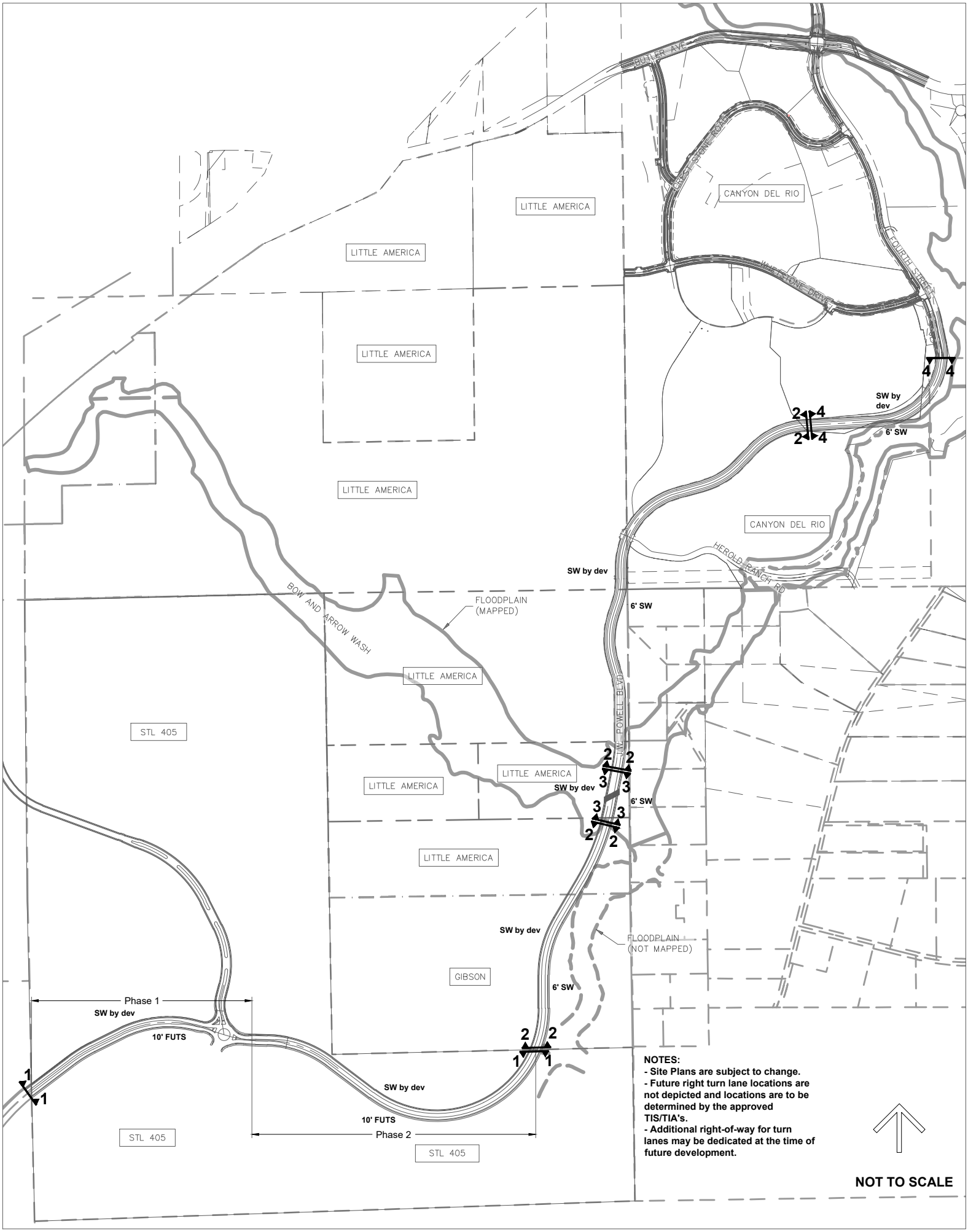
Thence South 04° 26’ 21” West, a distance of 115.26 feet to the beginning of a tangent curve concave to the East, having a radius of 649.50 feet and a central angle of 14° 16’ 25”;

Thence southeasterly along said curve, a distance of 161.81 feet;

Thence South 09° 29’ 26” East, a distance of 86.49 feet to the TRUE POINT OF BEGINNING.

Exhibit "B"

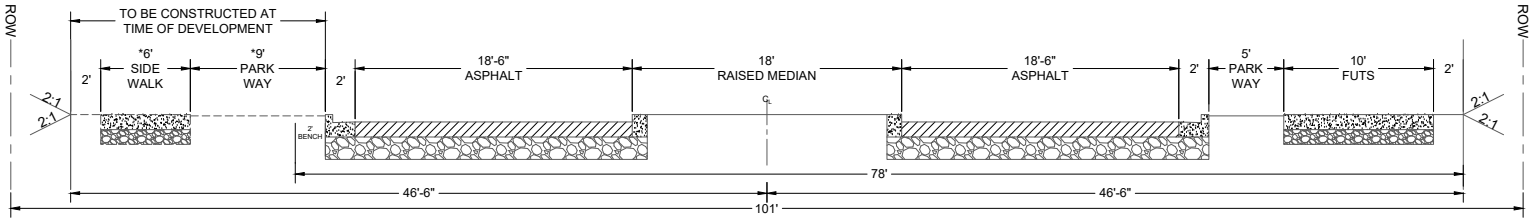
DEPICTION OF NEW JWP RIGHT OF WAY AND DESCRIPTION OF INITIAL BUILDOUT AND CROSS SECTIONS


BUTLER AVE
CRIMSTONE ROAD
CANYON DEL RIO
LITTLE AMERICA
LITTLE AMERICA
LITTLE AMERICA
LITTLE AMERICA
CANYON DEL RIO
W CRIMSTONE DRIVE
FOURTH STREET
HEROLD RANCH RD
SW by dev
6' SW
4
4
2
4
2
4
SW by dev
6' SW
BOW AND ARROW WASH
FLOODPLAIN
(MAPPED)
LITTLE AMERICA
STL 405
LITTLE AMERICA
LITTLE AMERICA
SW by dev
6' SW
2
2
3
3
3
3
2
2
LITTLE AMERICA
SW by dev
FLOODPLAIN
(NOT MAPPED)
GIBSON
6' SW
Phase 1
SW by dev
10' FUTS
2
2
1
1
1
1
SW by dev
10' FUTS
Phase 2
STL 405
STL 405
NOTES:
- Site Plans are subject to change.
- Future right turn lane locations are not depicted and locations are to be determined by the approved TIS/TIA's.
- Additional right-of-way for turn lanes may be dedicated at the time of future development.
NOT TO SCALE

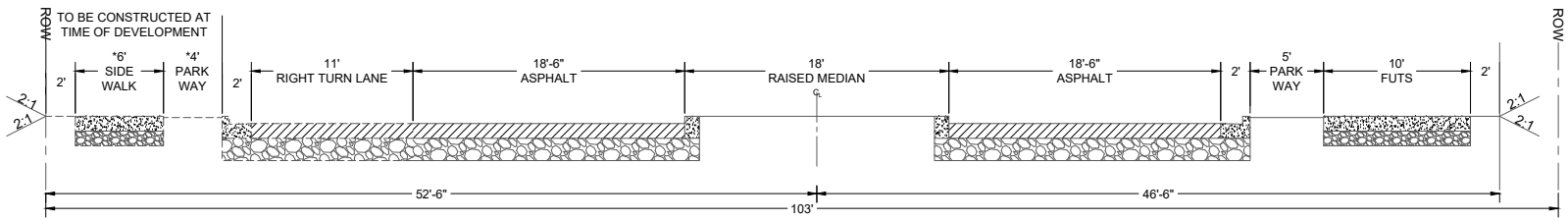
11/25/2024

Section 1

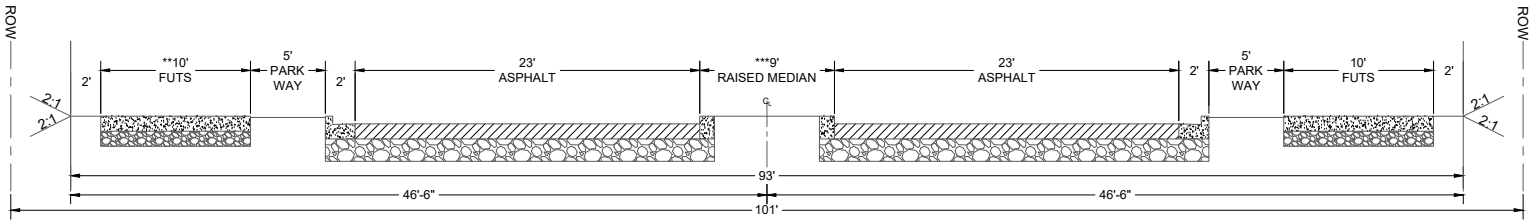
Interim



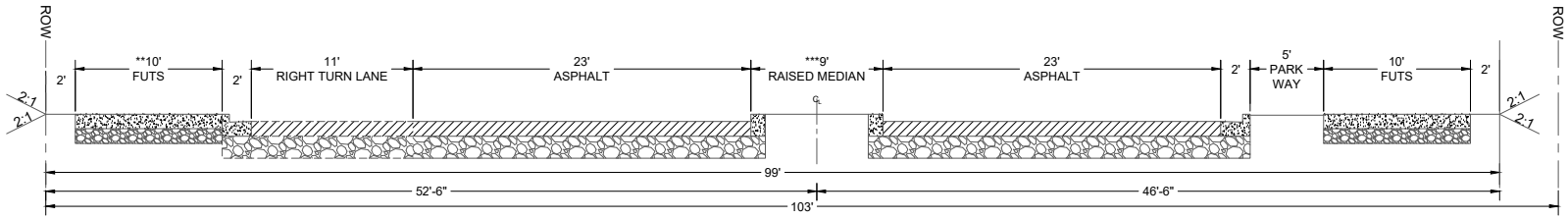
Interim
(Right Turn Lane if Needed per TIS/TIA's)



Future 4-Lane



Future 4-Lane
(Right Turn Lane if Needed per TIS/TIA's)

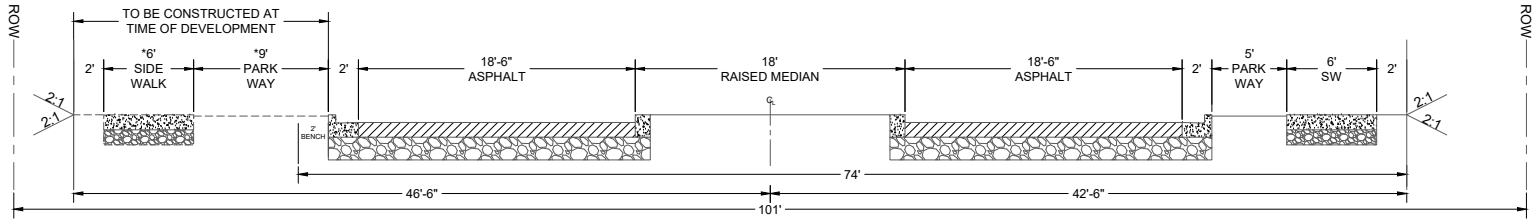


*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
***Allows for 9' raised median, or where left turns are needed lip of gutter to lip of gutter will be 11'-11'-11'-11', with no raised median.
Notes:
1. Dedicated right turn lanes at intersections or driveways per the TIS/TIA's are allowed within the ROW and the design will be based on the final cross sections. In the Future 4-Lane scenario sidewalks may be attached to the turn lane to help mitigate overall cross section impacts. Right turn lane could be mirrored on opposite side of the roadway.
2. Design speed for J.W. Powell Blvd is 40 MPH.

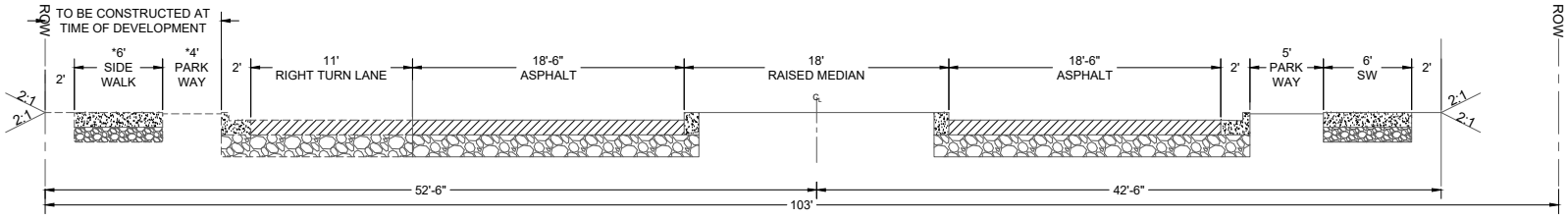
11/25/2024

Section 2

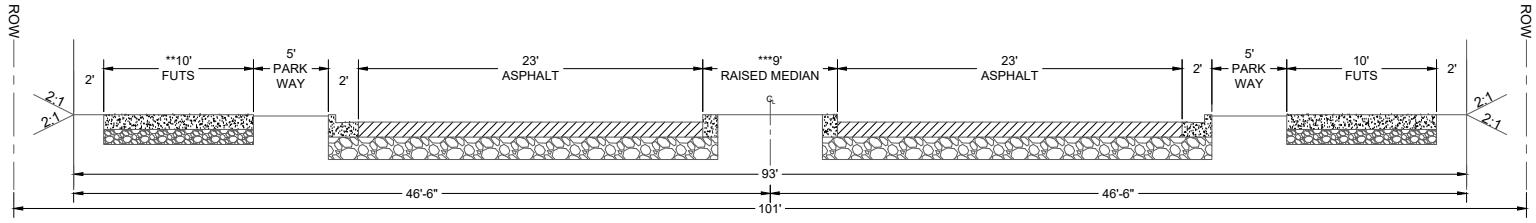
Interim



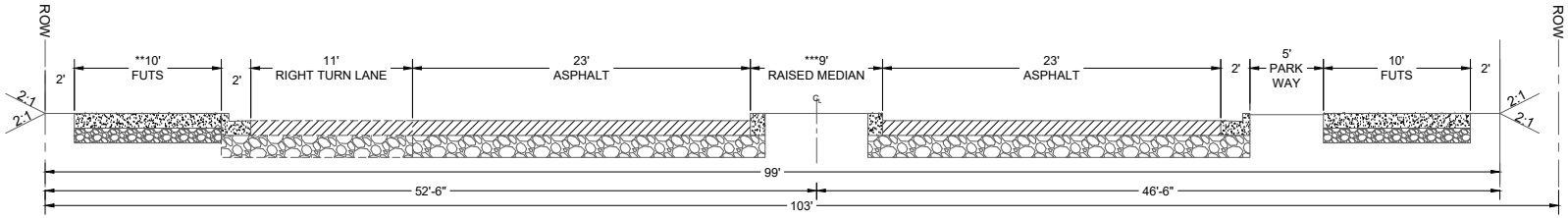
Interim
(Right Turn Lane if Needed per TIS/TIA's)



Future 4-Lane



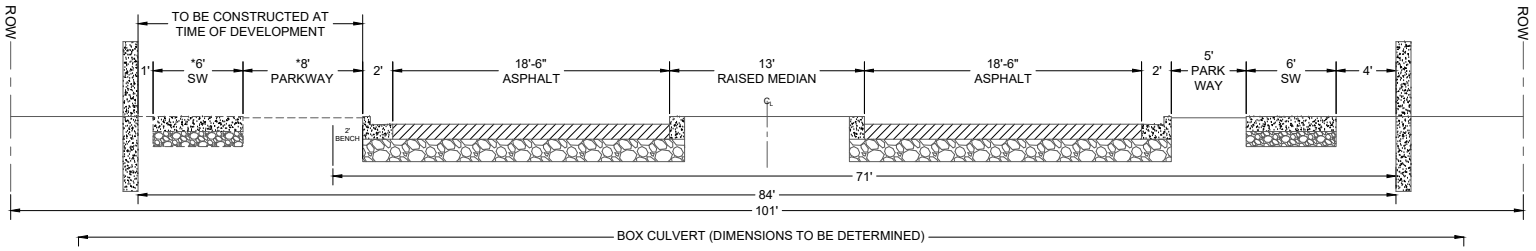
Future 4-Lane
(Right Turn Lane if Needed per TIS/TIA's)



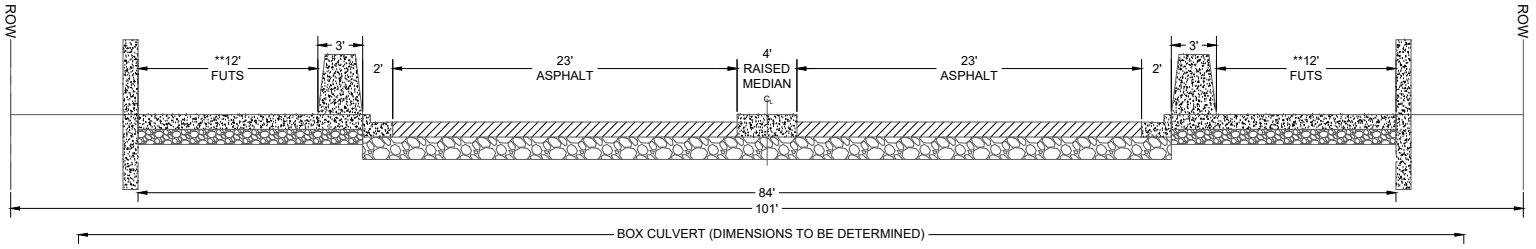
*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
***Allows for 9' raised median, or where left turns are needed lip of gutter to lip of gutter will be 11'-11'-11'-11'-11', with no raised median.
Notes:
1. Dedicated right turn lanes at intersections or driveways per the TIS/TIA's are allowed within the ROW and the design will be based on the final cross sections. In the Future 4-Lane scenario sidewalks may be attached to the turn lane to help mitigate overall cross section impacts. Right turn lane could be mirrored on opposite side of the roadway.
2. Design speed for J.W. Powell Blvd is 40 MPH.

Section 3

Interim



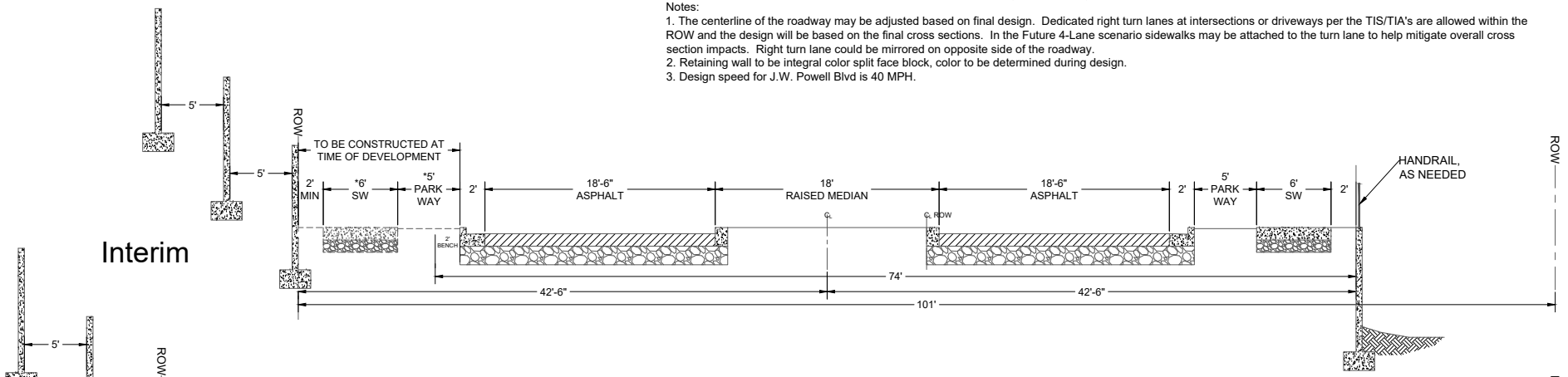
Future 4-Lane



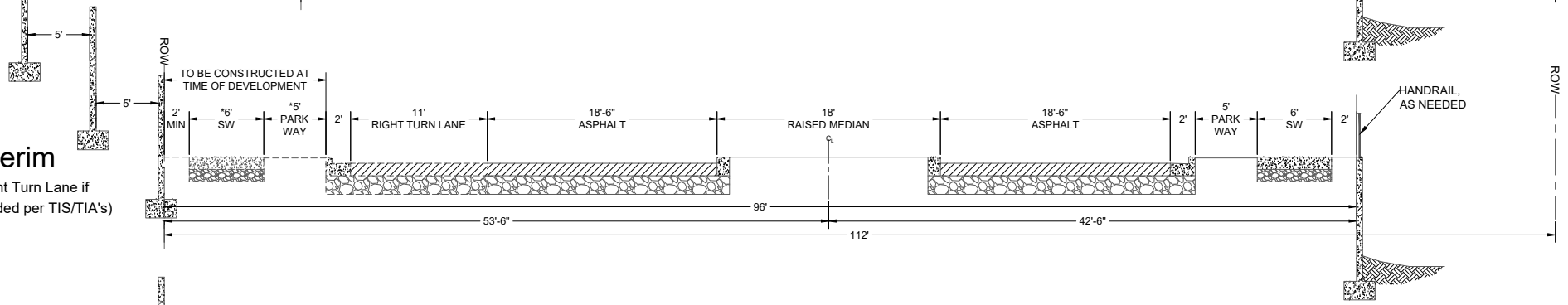
*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
Note: Design speed for J.W. Powell Blvd is 40 MPH.

Section 4

*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
***Allows for 9' raised median, or where left turns are needed lip of gutter to lip of gutter will be 11'-11'-11'-11', with no raised median.
Notes:
1. The centerline of the roadway may be adjusted based on final design. Dedicated right turn lanes at intersections or driveways per the TIS/TIA's are allowed within the ROW and the design will be based on the final cross sections. In the Future 4-Lane scenario sidewalks may be attached to the turn lane to help mitigate overall cross section impacts. Right turn lane could be mirrored on opposite side of the roadway.
2. Retaining wall to be integral color split face block, color to be determined during design.
3. Design speed for J.W. Powell Blvd is 40 MPH.

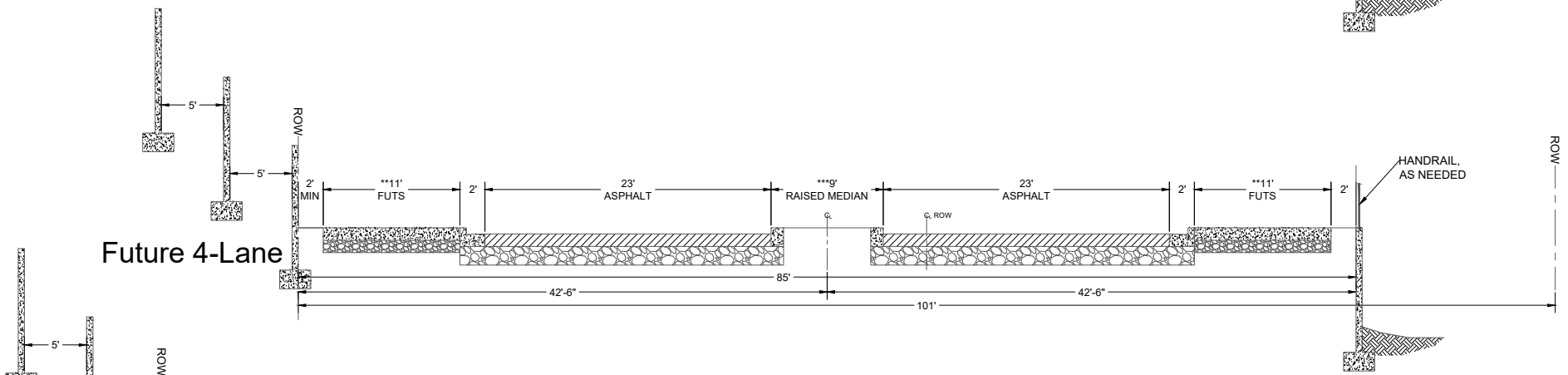


Interim

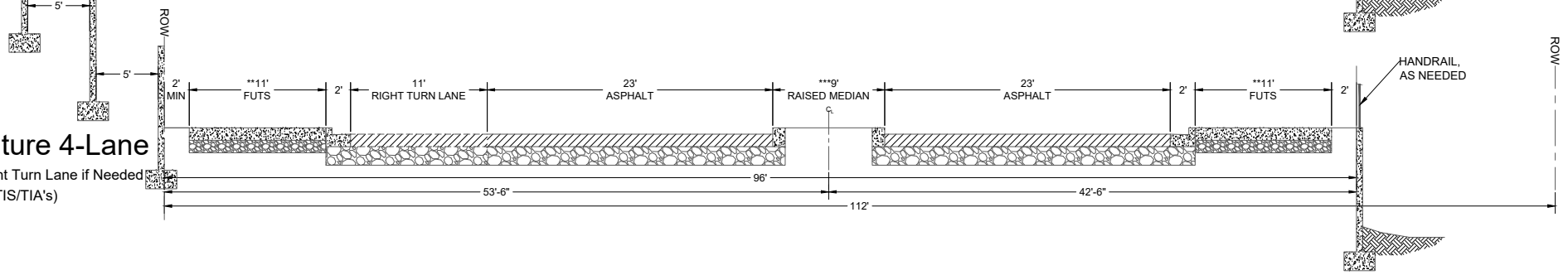


Interim

(Right Turn Lane if Needed per TIS/TIA's)



Future 4-Lane



Future 4-Lane

(Right Turn Lane if Needed per TIS/TIA's)

11/25/2024

Exhibit "C"

ACCESS EASEMENTS

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

EXHIBIT 'A'
LEGAL DESCRIPTION
STL 405
Gibson Collector Road
Reciprocal Easement

A parcel of land lying within Section 26, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

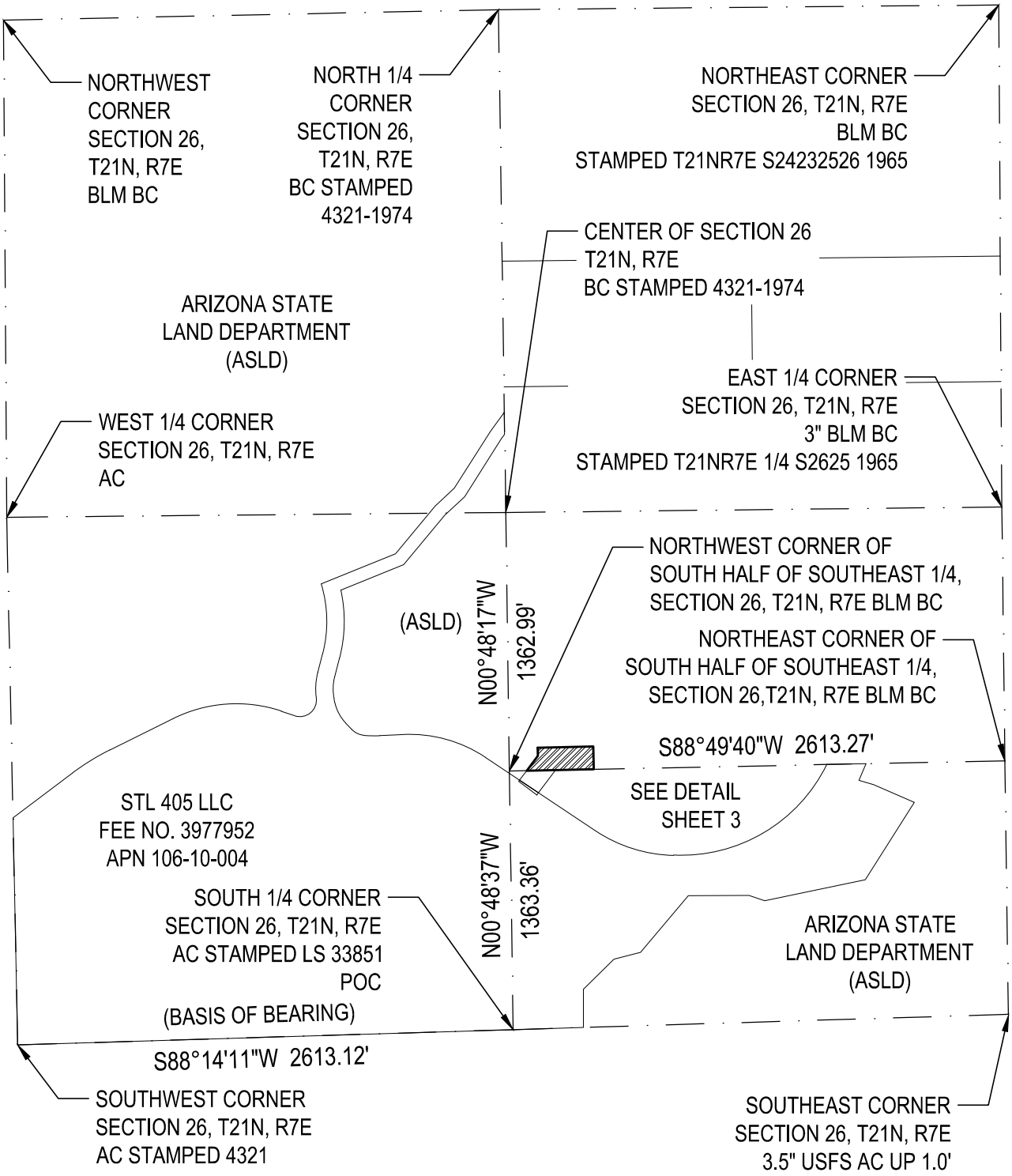
Commencing at the south quarter corner of said section, an aluminum cap stamped LS33851, from which the southwest corner of said Section 26, an aluminum cap stamped 4321, bears South 88°14'11" West, (basis of bearing), a distance of 2613.12 feet;
THENCE along the north-south mid section line of said section, North 00°48'37" West, a distance of 1363.36 feet, to the northwest corner of the south half of the southeast quarter of said section, a Bureau of Land Management (BLM) brass cap;
THENCE leaving said mid-section line, along the north line of the south half of the southeast quarter of said section, North 88°49'40" East, a distance of 90.97 feet, to the **POINT OF BEGINGING**;
THENCE leaving said north line, North 37°05'44" East, a distance of 97.34 feet;
THENCE North 01°10'20" West, a distance of 43.58 feet;
THENCE North 88°49'40" East, a distance of 293.29 feet;
THENCE South 01°10'20" East, a distance of 120.00 feet, to said north line;
THENCE along said north line, South 88°49'40" West, a distance of 353.57 feet, to the **POINT OF BEGINNING**.

Containing 37,498 square feet or 0.8608 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of October, 2022. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

EXPIRES 06-30-26



WOOD PATEL

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 78387
ROBERT KNOTT
Date Signed 11-21-24
ARIZONA, U.S.A.

EXPIRES 06-30-26

N

EXHIBIT "B"

STL 405
GIBSON COLLECTOR ROAD
RECIPROCAL EASEMENT
11/21/2024
WP# 225329
PAGE 2 OF 3
NOT TO SCALE
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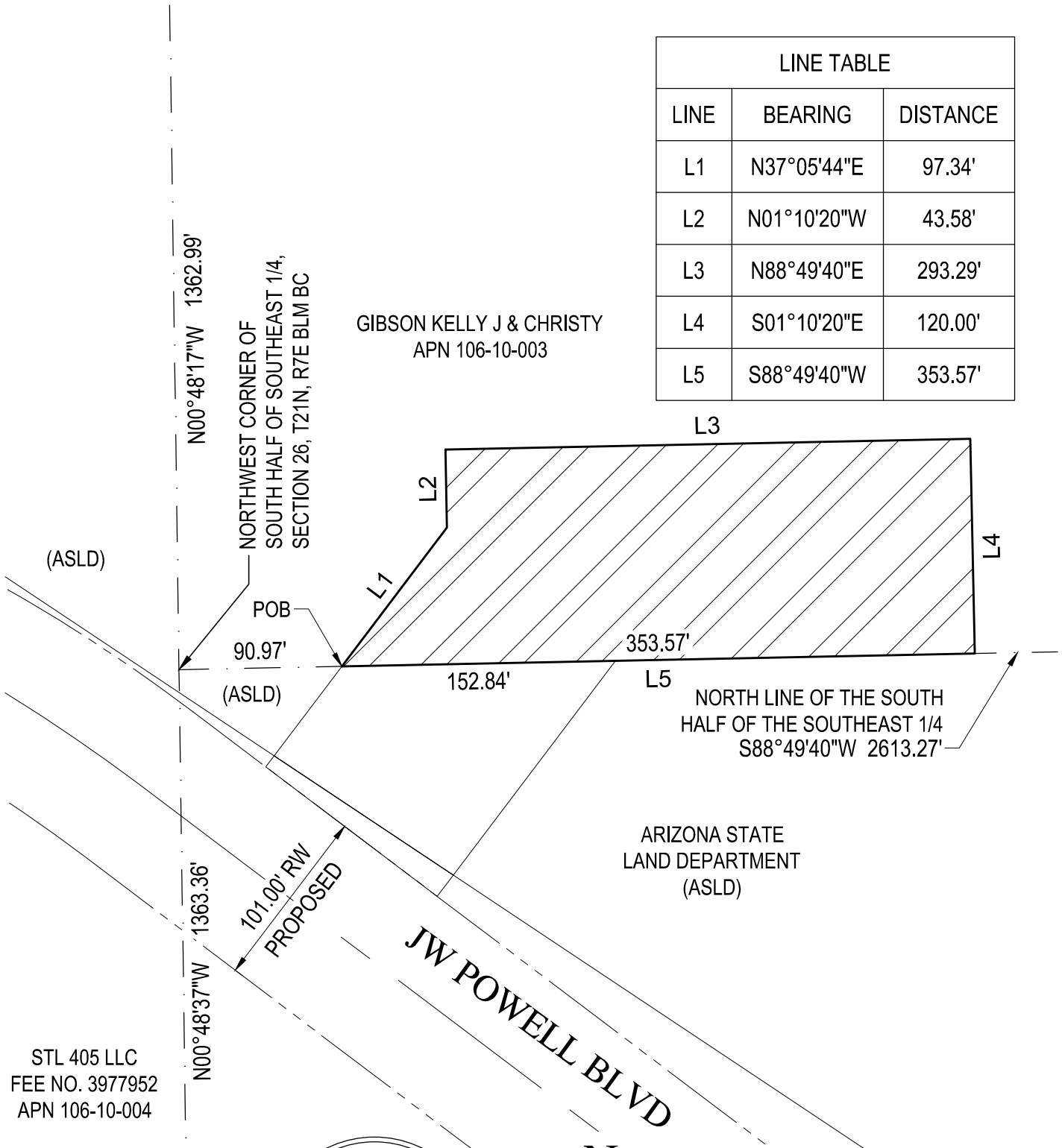
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N37°05'44"E | 97.34'
L2 | N01°10'20"W | 43.58'
L3 | N88°49'40"E | 293.29'
L4 | S01°10'20"E | 120.00'
L5 | S88°49'40"W | 353.57'
N00°48'17"W 1362.99'
NORTHWEST CORNER OF SOUTH HALF OF SOUTHEAST 1/4, SECTION 26, T21N, R7E BLM BC
GIBSON KELLY J & CHRISTY
APN 106-10-003
(ASLD)
POB
90.97'
(ASLD)
L1
L2
L3
L4
L5
353.57'
152.84'
NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST 1/4
S88°49'40"W 2613.27'
ARIZONA STATE LAND DEPARTMENT (ASLD)
101.00' RW PROPOSED
JW POWELL BLVD
N00°48'37"W 1363.36'
STL 405 LLC
FEE NO. 3977952
APN 106-10-004
N
WOOD PATEL
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 78387
ROBERT KNOTT
Date Signed 11-21-24
ARIZONA, U.S.A.
EXPIRES 06-30-26
EXHIBIT "B"
STL 405
GIBSON COLLECTOR ROAD
RECIPROCAL EASEMENT
11/21/2024
WP# 225329
PAGE 3 OF 3
NOT TO SCALE
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JWP Extension

Development Agreements

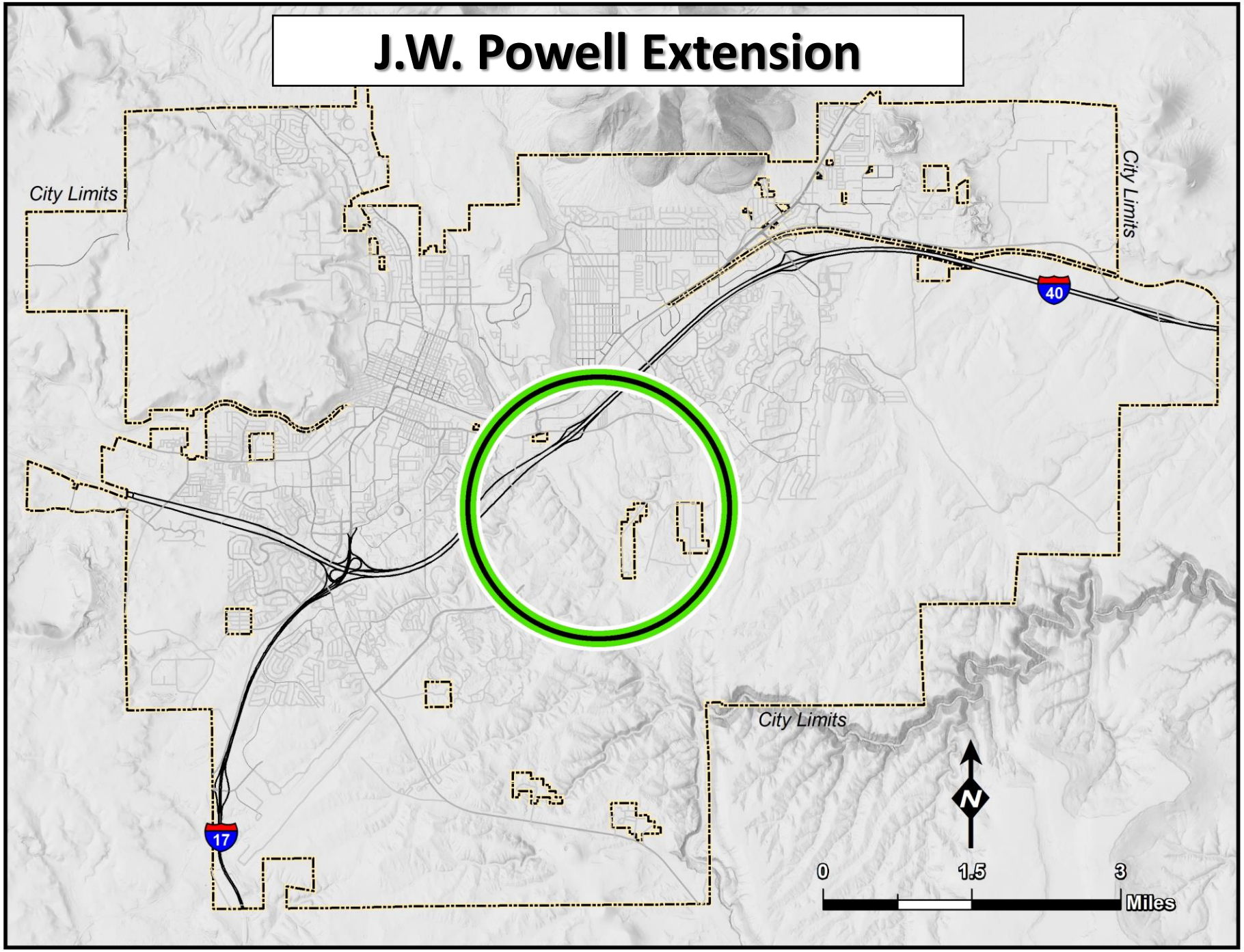
City Council Public Meeting

December 3, 2024

CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

Peak ENGINEERING, INC.

J.W. Powell Extension



Background

- **2018**
  - City hires Peak Engineering for the JWP Specific Plan Study & Design Work
  - Voters approve Prop 419 to allocate a proportional share of funding *(40/60)*
- **2020 (2x with Council)**
  - City Staff presents Land Use Framework to City Council
- **2021**
  - Town Hall & Meetings with Small-Parcel Property Owners
  - Project Team begins meetings with the large-parcel property owners

Background

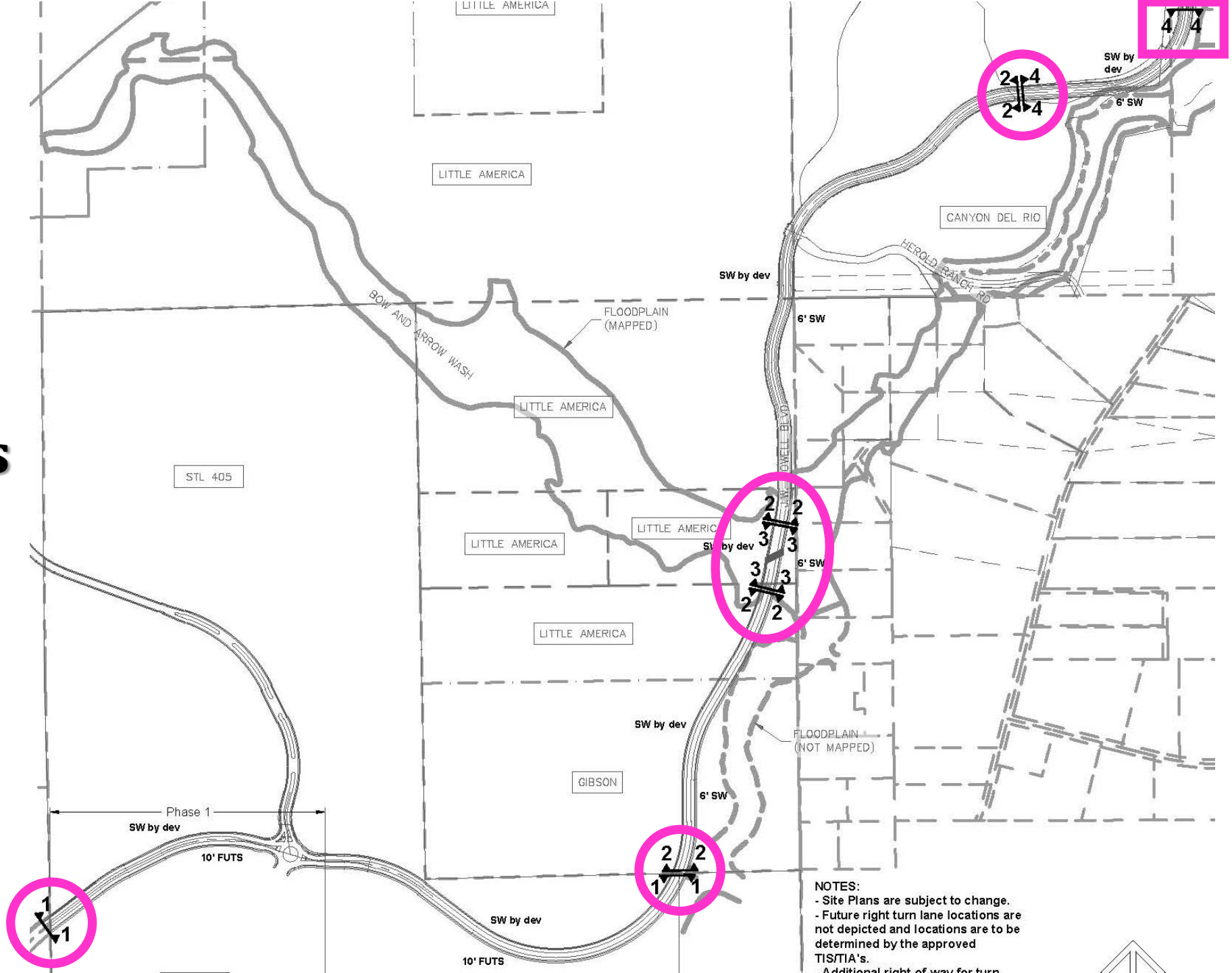
- **2022 (4x with Council)**
  - City Council approves alignment west of the South Fourth Street Corridor
- **2023**
  - Project Update and Discussion on Specific Plan and Scope of Change Order 5
- **2024 (3x with Council)**
  - Project Update *(April)*
  - Project Update *(October)*
  - Development Agreements *(December)*

Trails, Wildlife, and Open Space

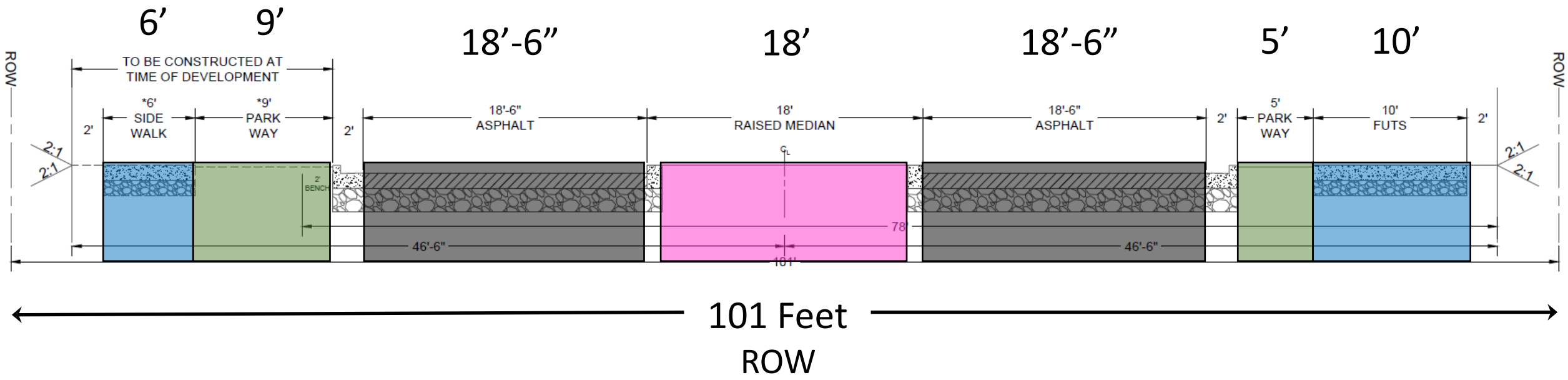
- **Arizona Trail**
  - Keeps Current Alignment
  - Continue Discussions on New Route with Property Owners
- **Rio de Flag Crossing**
  - Significant Stormwater Flow *(~3,000 CFS)*
  - Lengthy Army Corps/FEMA Process
- **Wildlife Crossing at Rio de Flag**
  - Meetings with AZ Game & Fish and Wildlife Crossing Consultant
  - Proposed Box Culvert *(Small Animals)*
  - Proposed At-Grade Crossing *(Large Animals)*

Roadway Cross-Sections

Four Types



Roadway Cross–Section One



Sidewalks/FUTS

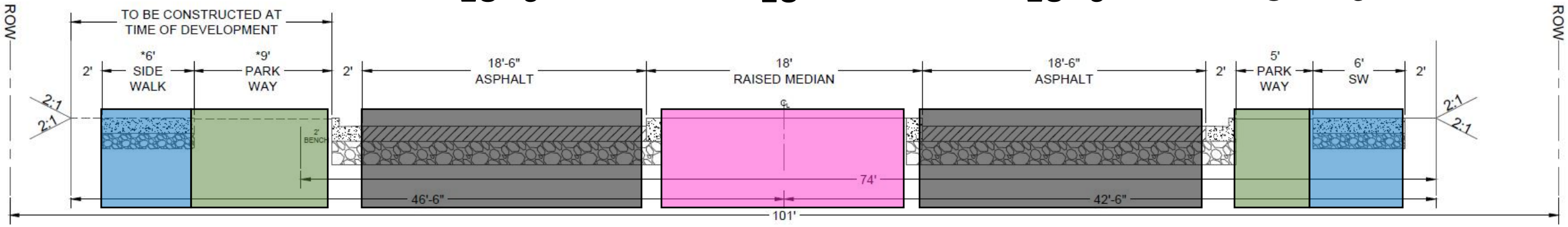
Parkway

Roadway/Bike Lane

Median

Roadway Cross–Section Two

6’ 9’ 18’-6” 18’ 18’-6” 5’ 6’



101 Feet

ROW

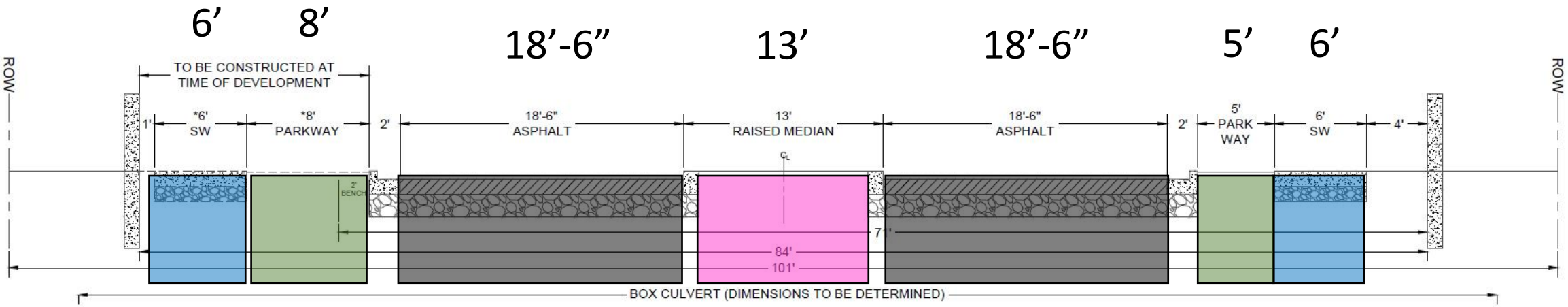
Sidewalks/FUTS

Parkway

Roadway/Bike Lane

Median

Roadway Cross–Section Three



101 Feet

ROW

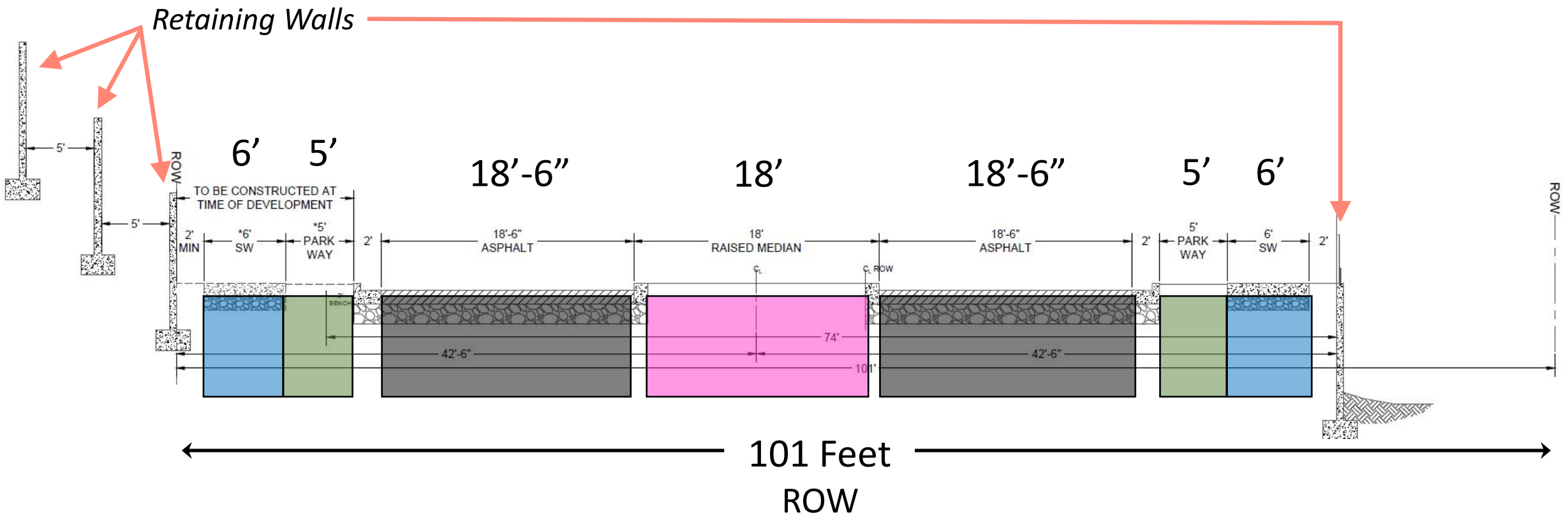
Sidewalks/FUTS

Parkway

Roadway/Bike Lane

Median

Roadway Cross–Section Four

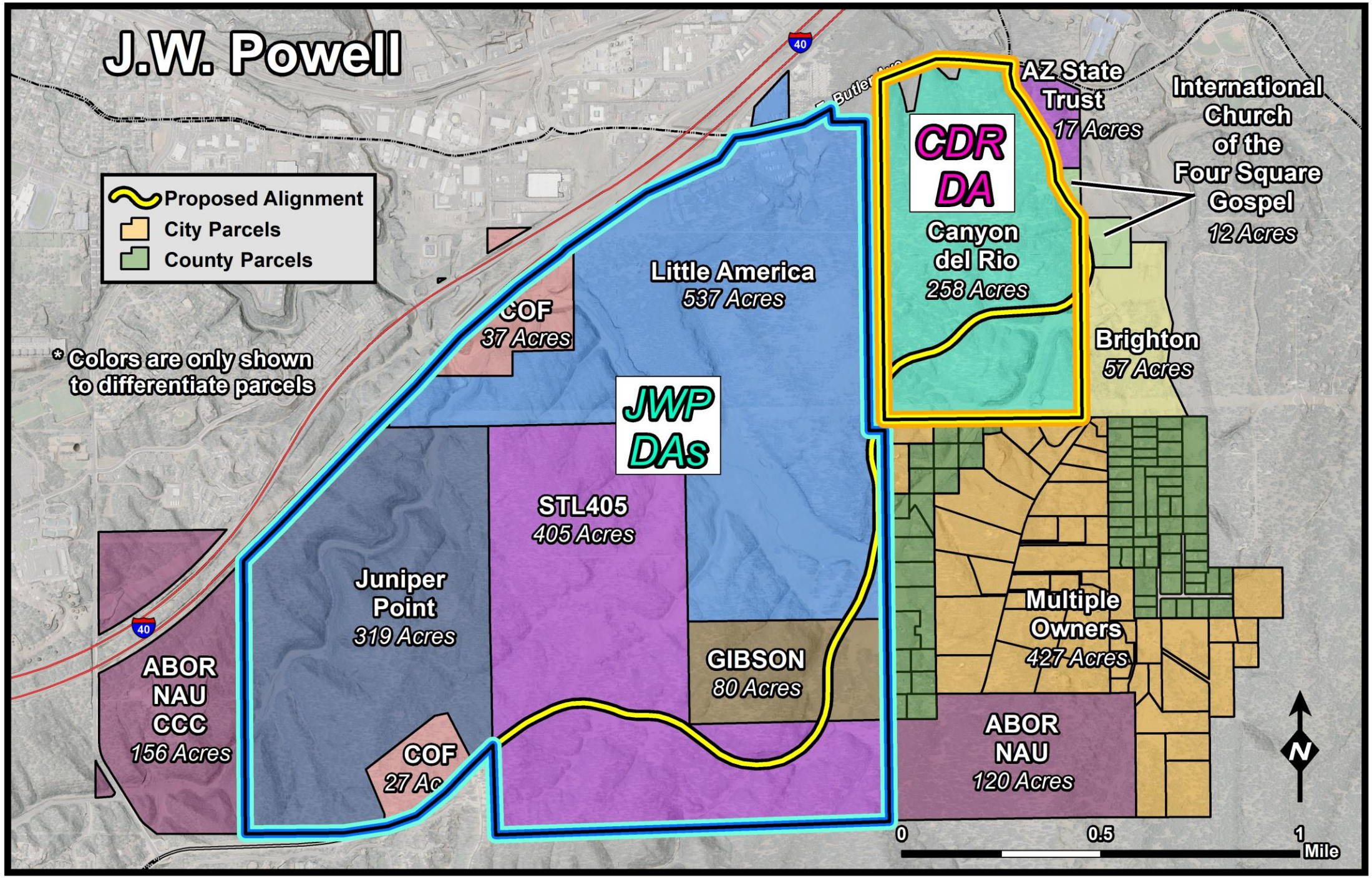


Sidewalks/FUTS

Parkway

Roadway/Bike Lane

Median


J.W. Powell
Proposed Alignment
City Parcels
County Parcels
* Colors are only shown to differentiate parcels
CDR DA
Canyon del Rio
258 Acres
AZ State Trust
17 Acres
International Church of the Four Square Gospel
12 Acres
Brighton
57 Acres
JWP DAs
Little America
537 Acres
COF
37 Acres
STL405
405 Acres
Juniper Point
319 Acres
GIBSON
80 Acres
COF
27 Ac
ABOR NAU CCC
156 Acres
Multiple Owners
427 Acres
ABOR NAU
120 Acres
40
N
0
0.5
1
Mile

JWP Specific Plan

Main Components:

- Trails and Open Space
- Transportation Network *(e.g., Collectors, Locals)*
- Public Facilities *(e.g., School and Fire)*
- Activity Centers
- Smaller-lot properties (Forest Dales)
  - Potential for improved access
  - Character of area
- City-owned property
- Rio de Flag
  - Wildlife crossings and corridors

Development Agreement

- **3 Separate Agreements**
  - Dedication and Obligations Agreement with Little America
  - Dedication and Obligations Agreement with STL405 and JP325 and Gibson
  - 1st Amendment to Canyon Del Rio Development Agreement

Development Agreement

- **Agreement with Little America**
  - Dedication of ROW at No Cost to the City
  - City to Construct JWP across Little America
  - Reimbursement if Development of Little America requiring JWP Access ccurs within 10 years
  - City to Compensate for Remnant Parcels
  - Extinguishing Herold Ranch Road as it currently lies on Little America's Property
  - Little America has no further obligation to widen JWP
  - Little America's Board still has to approve agreement

Development Agreement

- **Agreement with STL405, JP325, and Gibson**
  - Dedication of ROW by STL405 and Gibson at No Cost to the City
  - City to Construct JWP across Gibson
  - Reimbursement if Development of Gibson occurs within 10 years
  - STL405 to Construct JWP across its Property
  - Access from JWP to Southwest corner of Gibson constructed by the City. City to obtain easement from Arizona State Land Department
  - STL405, JP325, and Gibson have no further Obligation to Widen JWP

Development Agreement

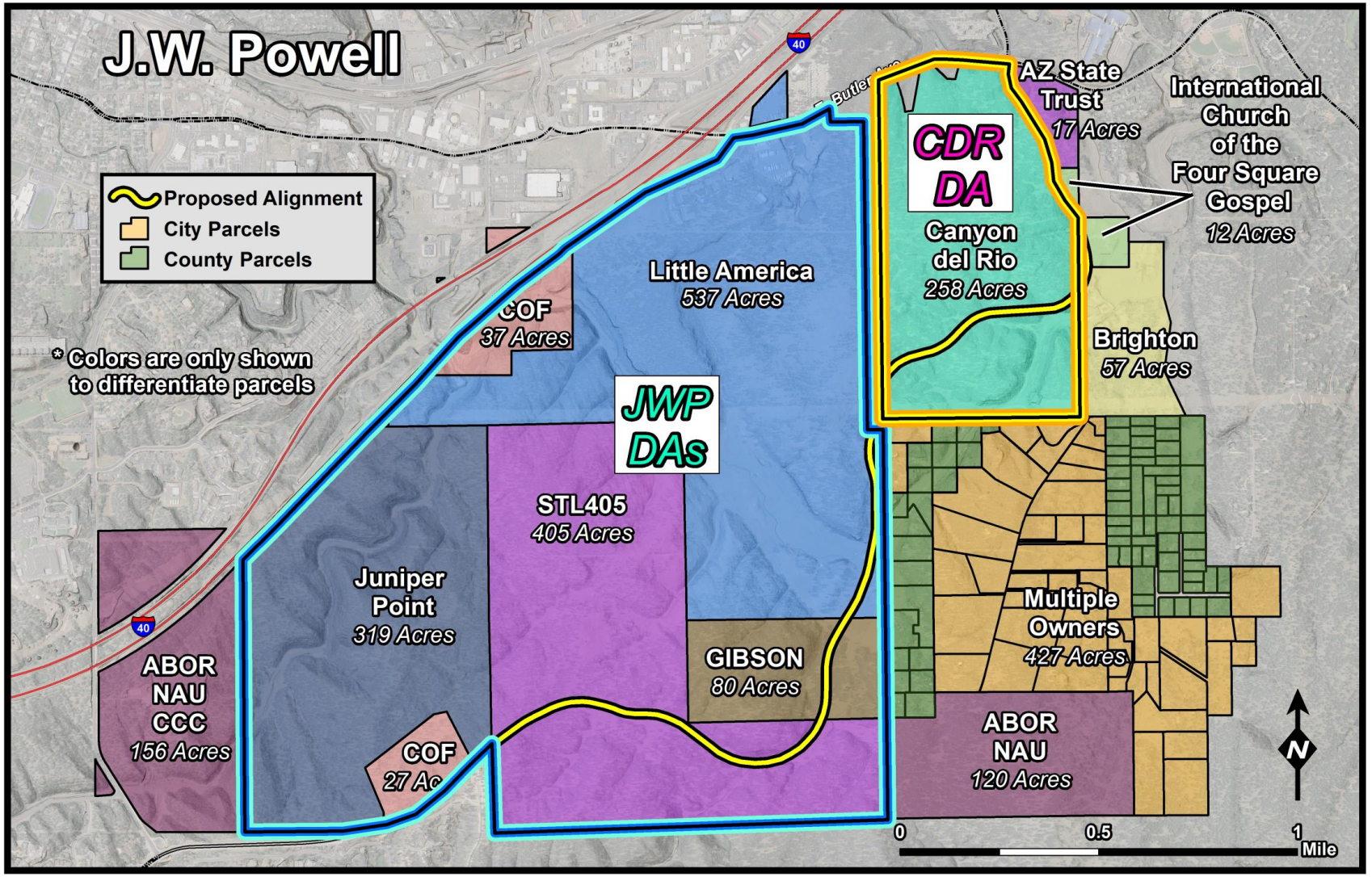
- **1st Amendment to Canyon Del Rio**
  - City to Purchase ROW across Canyon Del Rio
  - Canyon Del Rio to Construct JWP across its Property
    - JP325 to enter into separate agreement with Canyon Del Rio to pay for construction cost
  - Resource Protection Impact and Alternatives
  - Building FUTS Underpass in lieu of other obligations
  - Canyon Del Rio has no further obligation to widen JWP

J.W. Powell Extension

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

COMMENTS & QUESTIONS

www.flagstaff.az.gov/jwpspecificplan



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE:

Consideration and Adoption of Resolution No. 2024-52: A resolution of the City Council of the City of Flagstaff, Arizona, authorizing the execution of the First Amendment to the Canyon Del Rio Development Agreement.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-52 by title only
2. City Clerk reads Resolution No. 2024-52 by title only (if approved above)
3. Adopt Resolution No. 2024-52

Executive Summary:

State law allows the City to enter into development agreements by resolution. The proposed amendment to the Canyon Del Rio Development Agreement clarifies and adds the terms and conditions for development of the Canyon Del Rio property, including terms and conditions related to construction of the John Wesley Powell extension across Canyon Del Rio.

City Staff involved in these numerous meetings have included members from Community Development, City Engineering & Capital Improvements, the City Attorney Division, and the City Manager's Office.

Financial Impact:

In November 2018, voters approved Proposition 419, which allocated a proportional share of funding for roadway, bike, and pedestrian improvements along the future John Wesley Powell extension. The City has reached agreement with the owners of the property on which the JWP extension will be constructed, as well as the owners of the Juniper Point development which will require the JWP extension for secondary access, for the dedication and purchase of right-of-way and road construction obligations. The identified funding from Proposition 419 will pay for the City's proportionate share of the cost of the JWP extension.

Policy Impact:

There are no policy impacts identified as part of this request.

Previous Council Decision or Community Discussion:

City staff have presented to City Council and the public on multiple occasions regarding the JWP extension.

Options and Alternatives to Recommended Action:

The City Council may approve the Development Agreement as presented.
The City Council may approve the Development Agreement with additional, modified, or deleted terms.
The City Council may remand the Development Agreement back to staff for additional negotiations with the applicant.
The City Council may deny the Development Agreement.

Background and History:

On February 20, 2018, City Council approved the contract with Peak Engineering, Inc. for the John Wesley Powell Area Specific Plan Study to develop a Specific Plan to guide the future private development of public infrastructure, utilities, and public facilities (schools, fire/police stations, libraries, parks, etc.) in the area surrounding the John Wesley Powell extension. In November 2018, voters approved Proposition 419 which allocated a proportional share of funding for roadway, bike, and pedestrian improvements along the future John Wesley Powell extension. On October 27, 2020, City Staff and the JW Powell Design Team presented an update to City Council regarding the current design work and the Land Use Framework. On January 28, 2021, the JW Powell Design Team conducted a meeting with the property owners along the original John Wesley Powell extension alignment to discuss impacts to their respective parcels. Starting in May 2021, the JW Powell Design Team began to meet with the large-parcel property owners regarding a revised alignment through their parcels. On June 28 and July 7, 2022, City Council, along with copious community input, selected the final alignment for the new JWP extension. The final alignment shifts the alignment to the west and out of the South Fourth Street corridor.

Connection to PBB Priorities and Objectives:
Livable Community: Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities.

Connection to Regional Plan:
The JWP extension provides a key transportation connection between the south part of Flagstaff to the South Fourth Street corridor.

Connection to Carbon Neutrality Plan:
HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

Connection to 10-Year Housing Plan:
Create 2.2: Identify suburban areas to support greater density and intensity of development.

Attachments:
Res. 2024-52
1st Amendment to Canyon Del Rio Development Agreement
Exhibit A - Legal Description
Exhibit B - Parcel/Vicinity Map
Exhibit C - Concept Zoning Plan
Exhibit D - Density and Zoning Plan
Exhibit E - Revised- Phasing Matrix - DRAFT
Exhibit F - Offsite Improvements Master Plan and Financial Allocation
Exhibit G Intentionally Omitted
Exhibit H - Alignment of New JWP Right of Way and Scope of Initial Buildout
Exhibit I - JWP Preserved Resources
Presentation

RESOLUTION NO. 2024-52

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING A DEVELOPMENT AGREEMENT BETWEEN CDR DEVCORP, LTD, CDR LAND INVESTORS II, LLC, AND THE CITY OF FLAGSTAFF RELATED TO CONSTRUCTION OF THE JOHN WESLEY POWELL (JWP) EXTENSION ACROSS CANYON DEL RIO; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, CDR DEVCORP, LTD and CDR Land Investors II, LLC ("Owners") own land generally located southwest of Butler Avenue and Fourth Street ("Property"); and

WHEREAS, the City and Owners desire to enter into a Development Agreement, in the form attached to this Resolution as Exhibit A ("Development Agreement"), to provide for the terms and conditions for the construction of the JWP extension across the Property and to set forth in detail certain obligations of the City and Owners; and

WHEREAS, construction of the JWP extension pursuant to the terms and conditions of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and the City and Owners acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of A.R.S. § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That the City Clerk be hereby directed to record a copy of the Development

Agreement with the Coconino County Recorder no later than ten days after the Development Agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of December 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A - Development Agreement

When recorded, mail to:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
(Canyon del Rio)

This First Amendment to Development Agreement (Canyon Del Rio) ("Amendment") is entered into effective as of _____, 202_, by and between City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("City"), and CDR DEVCORP LTD, an Arizona corporation ("CDR Devcorp"), and CDR Land Investors II, L.L.C., an Arizona limited liability company ("CDR Investors II" and together with CDR Devcorp "CDR Developer"), and those other persons or entities executing this Amendment as an "Owner", if any (all of the foregoing, if any, together with CDR Devcorp and CDR Investors II, each an "Owner" and collectively the "Owners"). City and the Owners are each referred to herein as a "Party" and collectively, the "Parties".

RECITALS

A. City and Canyon del Rio Investors, LLC, an Arizona limited liability company ("Original Developer") previously entered into that certain Development Agreement dated July 9, 2019, and recorded July 10, 2019, in the Official Records of Coconino County as Document No. 3846498 (as amended, the "Development Agreement").

B. Each Owner is a successor-in-title to Original Developer and collectively, own all, or a majority, of the Property subject to the Development Agreement. Each portion of the Property owned by an Owner is sometimes referred to as a "Parcel" and collectively, the "Parcels".

C. When the Development Agreement was executed, the City and Original Developer did not anticipate that any portion of J.W. Powell Boulevard ("JWP") would be located within the Property. The Parties have now agreed that a new segment of JWP within the Property will be located from approximately the western boundary of the Canyon Del Rio development to Fourth Street, will be approximately one hundred and one feet (101') in width, together with necessary slope and drainage easements, and be located within the alignment shown on Exhibit "H" attached hereto (the "New JWP Right of Way")

D. In connection with the development of the Property, the Owners upon whose Parcels the New JWP Right of Way will be located (each a "Dedicating Owner") desire to (i) dedicate to the City fee title to that portion of the New JWP Right of Way located within such Dedicating Owner's

Parcel and (ii) grant the City the applicable slope easements and drainage easements required in connection with the construction and operation of the New JWP Right of Way.

E. To accommodate the New JWP Right of Way, and to address changes to the development of the Property necessitated thereby, and to address the other matters set forth herein, the Parties desire to amend the Development Agreement as set forth in this Amendment, which Amendment is made pursuant to Section 10.8 of the Development Agreement. Unless otherwise defined in this Amendment, initially capitalized terms used herein have the meanings given them in the Development Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Development Agreement and agree as follows:

1. Dedication and Scope of New JWP Right of Way.

a. Agreement to Dedicate. Subject to the performance by the City of its obligations hereunder, and the other terms of the Development Agreement, each Dedicating Owner agrees to (i) dedicate to the City fee title to that portion of the New JWP Right of Way (which also includes with all land necessary for intersection improvements, including signals) located within such Dedicating Owner's Property and (ii) grant the City each non-exclusive slope, temporary construction and drainage easements required in connection with the construction and operation of the New JWP Right of Way located within such Dedicating Owner's Property (each of (i) and (ii) a "ROW Dedication" and collectively the "ROW Dedications"). Notwithstanding the foregoing, each Dedicating Owner reserves from such slope, temporary construction, and drainage easements the right to utilize and construct improvements within the areas subject to such slope and drainage easements provided the same does not materially and adversely impact the construction or operation of the New JWP Right of Way. The City agrees that the New JWP Right of Way will be used as a public right-of-way only (and will not be expanded beyond a 4 lane roadway), that no overhead powerlines will be located within the New JWP Right of Way, and that all sewer, water, gas, communication and electrical utilities that are now or hereafter placed within the New JWP Right of Way will be placed underground, to the extent it is commercially reasonable to do so.

b. Alignment of New JWP Right of Way and Preparation of Dedication Documents.

i. The Parties agree that the final alignment of the New JWP Right of Way is shown on Exhibit "H" attached hereto.

ii. Within sixty (60) days after the date this Amendment is recorded, each Dedicating Owner shall prepare (at its sole cost and expense) and submit to the City, for City review, its Dedication Documents (defined below), which will dedicate its portion of the ROW Dedication to the City. With respect to any portion of the ROW Dedications running through Parcel R1, the dedication shall be made pursuant to a map of dedication and with respect to all other portions of the ROW Dedications, the dedication shall be made pursuant to the Block Plat for Phase 2 (i.e., Tract Z) of Canyon del Rio (collectively, the "Dedication Documents"). The Dedication Documents will also include a final legal description of such Dedicating

Owner's ROW Dedication. The Dedication Documents are subject to approval through normal City processes; provided that the City agrees to use commercially reasonable efforts to review and process such Dedication Documents within thirty (30) days after receipt. The Dedication Documents and the legal descriptions for the ROW Dedications will be consistent with Exhibit "H".

iii. The Owners and the City will use commercially reasonable efforts to cause the Dedication Documents to be approved by the City within one hundred twenty (120) days after the date this Amendment is recorded and each Dedicating Owner agrees to promptly respond to any City comments on the Dedication Documents.

c. City Acceptance of ROW Dedications. Prior to each ROW Dedication, each Dedicating Owner will satisfy and caused to be removed from title to its portion of the ROW Dedication, any mortgage, deed of trust, tax lien, judgment lien, or mechanic's lien encumbering such ROW Dedication. Subject to the foregoing sentence, the City agrees that if it approves of the Dedication Document for such ROW Dedication, the City will be deemed to have accepted and approved of such ROW Dedication subject to all matters of record.

d. Timing of Dedication. Within ten (10) business days after all of the Dedication Documents have been approved by the City, each Dedicating Owner and the City shall execute the applicable Dedication Documents and cause the same to be recorded in the Official Records of the Coconino County Recorder's Office. City and each Dedicating Owner agree to execute such other documents and agreements, at no cost or liability to such party, as may be reasonably required in order to complete the ROW Dedications.

e. Adjustments to Final ROW Dedications. The Parties acknowledge that in connection with the final design of the Initial Buildout of the New JWP Right of Way, the final dimensions and alignment of the ROW Dedications, and the Roadway Plans, may need to be modified to take into account various engineering or construction changes or modifications. Once the final design of the New JWP Right of Way is complete, the City (through review by City Staff and approval by the City Manager) and each Dedicating Owner agree to execute such additional maps of dedication, plats, and/or other necessary instruments as may be needed to reflect any changes to the New JWP Right of Way, which agreements will not be unreasonably withheld, conditioned, or delayed.

f. Conditions Precedent Obligation to Dedicate. Notwithstanding anything to the contrary contained herein, the Dedicating Owners shall have no obligation to dedicate to the City its ROW Dedication until the City and STL405, LLC, an Arizona limited liability company, Little America Hotels and Resorts, Inc., a Wyoming corporation and Kelly J. Gibson and Christy Gibson have entered into one or more separate agreements providing for the dedication and construction of a 2 lane road for JWP from the western boundary of the Property to the existing JWP roadway adjacent to the Pine Canyon development (the "STL 405 Right of Way").

g. Brighton Dedication. A small portion of the New JWP Right of Way will need to be located on certain real property (currently designated as APN 106-08-003F) owned by Burch6, LLC ("Brighton"). CDR Developer has caused Brighton to enter into an Easement Agreement recorded at Document No. 3986729 in the Official Records of Coconino County (the "Brighton Agreement") pursuant to which CDR Developer has an easement to construct the New JWP Right of Way and Brighton has agreed to dedicate the portion of the New JWP Right of Way located on its property to the City upon approval of the final plat for Phase 2 of Canyon del Rio. The City will pay to CDR

Developer, for use towards costs and expenses of the Initial Buildout, the ROW Purchase Price for the ROW Dedications from Brighton.

2. Compensation for Dedication of JWP.

a. Purchase Price for ROW Dedications. The City agrees to pay to each Dedicating Owner (or a party designated by the Dedicating Owner) an amount equal to the product of (i) the Per Acre Price, multiplied by (ii) the number of gross acres (rounded to the nearest one-thousandth) contained within such Dedicating Owner's ROW Dedications (each, a "ROW Purchase Price").

b. Determination of Per Acre Price. The "Per Acre Price" shall be determined in accordance with this Section 2(b). Within thirty (30) days after the date this Amendment is recorded, City and the Dedicating Owners will each obtain a separate appraisal to determine the fair market value of the ROW Dedications, which appraisals will be conducted in accordance with the Appraisal Assumptions (defined below) (each, a "ROW Appraisal"). Each ROW Appraisal must be prepared by an appraiser who is a member of the American Institute of Real Estate Appraisers, or if it is not then in existence, a member of the most nearly comparable organization, who has a minimum of five (5) years' experience and is familiar with the Flagstaff, Arizona market (a "Qualified Appraiser"). The Parties shall deliver their respective ROW Appraisal to each other for review within fifteen (15) days after receipt thereof. No Party will have the right to object to or dispute its ROW Appraisal unless the ROW Appraisal was not conducted in accordance with the Appraisal Assumptions, this Amendment, or contains a manifest error. The ROW Appraisals will be used by the Parties to agree on the Per Acre Price, and the Parties will negotiate in good faith to determine such amount, provided that the Parties must agree to a Per Acre Price that is not less than the lowest ROW Appraisal and not higher than $600,000 per acre. The Dedicating Owners believe that the fair market value of the ROW Dedications, taking into account the Appraisal Assumptions, is approximately $600,000.00 per gross acre. If the Parties are unable to agree upon the Per Acre Price within thirty (30) days after receipt of the ROW Appraisals, then, (1) if the difference between the two ROW Appraisals is less than twenty percent (20%), then the higher ROW Appraisal shall apply and will be the "Per Acre Price" and (2) if the difference between the two ROW Appraisals is more than twenty percent (20%), the Qualified Appraisers shall select a third Qualified Appraiser, who will conduct a third appraisal (without reviewing the other two appraisals but taking into account the Appraisal Assumptions). The third appraisal will then be used by the City and the Dedicating Owners as the basis for negotiating the final Per Acre Price. The fees charged by the third Qualified Appraiser, if appliable, shall be shared equally by the Parties.

c. Appraisal Assumptions. Each ROW Appraisal shall be conducted in accordance with the following assumptions (collectively, the "Appraisal Assumptions"): (1) the ROW Dedications will be valued at their highest and best use as then currently permitted under the existing entitlements, (2) the loss of lot sizes and lot premiums within Canyon del Rio as a result of the ROW Dedications and the Initial Buildout will be included in the value of the ROW Dedications, and (3) the sale prices of Parcels I and G of the Property will not be included or referenced in the appraisals, as those were sales by CDR Devcorp to an affiliated developer. Furthermore, prior to the appraisals being completed, the Parties shall agree on additional mutually agreeable Appraisal Assumptions, including, without limitation, (i) assumptions for how slope and drainage easements are to be valued, which will take into account the development of the Property and (ii) what constitutes the highest and best use as currently permitted under the existing entitlements.

d. Timing of Payment of ROW Purchase Prices. Each ROW Purchase Price shall be paid by the City to the applicable Dedicating Owner (or another party designated by the Dedicating Owner) within thirty (30) days after the execution and recording of the Dedication Documents and agreement on ROW Purchase Price after applicable appraisals.

3. Design and Construction for Initial Buildout.

a. General. As further set forth herein, CDR Developer agrees, at its sole cost and expense, to design and construct the Initial Buildout of the New JWP Right of Way.

b. Scope of Initial Buildout. The improvements to be constructed for the Initial Buildout of the New JWP Right of Way pursuant to this Agreement shall only consist of a two-lane roadway and those improvements contemplated by cross-section Nos. 2, and 4, all as such cross-sections are further described and shown on Exhibit "H" (collectively, the "Initial Buildout"). The Parties acknowledge the New JWP Right of Way is not being fully built out, and that the design and construction obligations hereunder with respect to the New JWP Right of Way is limited to the Initial Buildout.

c. Design. CDR Developer agrees, at its sole cost and expense, to cause the Initial Buildout to be fully designed, including the preparation of all required plans and specifications therefor (the "Roadway Plans"). CDR Developer will obtain the City's approval of the Roadway Plans through normal City processes. The City agrees to review the Roadway Plans and will not withhold, condition or delay its approval of the same provided such Roadway Plans comply with this Amendment and any other applicable City Codes to the extent not contrary to the Development Agreement. CDR Developer will use commercially reasonable efforts to cause the Roadway Plans to be completed and approved by the City within twelve (12) months after the Effective Date, subject to Force Majeure Delay. CDR Developer and the City will work together in connection with the preparation of the Roadway Plans to ensure that the Initial Buildout contains landscaping and design elements that achieve a cohesive and attractive looking roadway, consistent with the STL 405 Right of Way; provided that CDR Developer will not be required to agree to any landscaping or design elements in excess of City Code requirements. The Initial Buildout will be designed in a manner so that it will safely accommodate a vehicular speed of no less than 40 miles per hour; provided, however, that the Parties agree that the posted speed limit for the New JWP Right of Way will not exceed 35 miles per hour, subject to future City Council consideration and revisions.

d. Construction.

i. General. Within one-hundred eighty (180) days after the approval of the Roadway Plans, CDR Developer will select a contractor to construct the Initial Buildout and will enter into a contract with such contractor acceptable to CDR Developer, provided that such contract will provide for a warranty of all improvements for the applicable warranty periods required by the City.

ii. Coordination. CDR Developer and its contractors agree to coordinate the construction of the Roadway Section with the City to avoid any conflicts in design or construction of the STL 405 Right of Way (as defined herein, which includes the extension of JWP from Pine Canyon to the boundary of Canyon del Rio).

iii. Force Majeure Delay. The applicable commencement and/or completion time periods for the design and construction of the Initial Buildout pursuant to this Agreement shall be extended by a time equal to any period that progress and/or construction is delayed due to the following: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) epidemics, pandemics, or other national or regional states of emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) shortages of supplies, adequate power, or transportation facilities (not resulting from a Party's failure to timely order supplies, power, or facilities, (viii) injunction in connection with litigation or arbitration not resulting from the actions or inactions of a Party in violation of this Agreement, (ix) the failure of the City, or any state or federal governmental agency, to provide any required approvals, including, without limitation, the Roadway Plans (in each case excluding delays caused by a Party) or (x) other similar events beyond the reasonable control of the Parties (collectively, each, a "Force Majeure Delay"). If any Party obtains notice of any proposed or pending Force Majeure Delay, such Party shall promptly provide written notice of such Force Majeure Delay to the other Parties, which notice shall reasonably detail the reason(s) giving rise to the Force Majeure Delay and what efforts the constructing Party intends to take to minimize the Force Majeure Delay, and which shall also set forth a good faith estimate of the anticipated duration of the Force Majeure Delay.

iv. Self-Help. Subject to Force Majeure Delay, if the Initial Buildout has not been constructed within thirty-six (36) months after the date the Roadway Plans are approved by the City, then the City shall have the right to take over construction of the Initial Buildout upon thirty (30) days written notice to CDR Developer and provided that CDR Developer shall continue to be liable for all costs and expenses required to complete design and construction of the Initial Buildout up to the Initial Buildout Budget. Upon delivery of the foregoing written notice, CDR Developer and the City will execute such documents as may be required to assign the applicable contracts for the design and construction of the Initial Buildout to the City. To facilitate the exercise of self-help rights, all contracts that CDR Developer enters into for construction of the Initial Buildout will be freely assignable to the City.

e. Turn Lanes, Traffic Signals, and Intersection Improvements. If the City requires the construction of any turn lanes, traffic signals, or intersection improvements as may be set forth in any updated Traffic Impact Analysis submitted for, or applicable to, an Owner's Property that are not included in the Initial Buildout, then such Owner will be solely responsible to construct and pay for such improvement when it develops the portion of its Property requiring such improvements.

f. Future Sidewalks. The Parties acknowledge that in connection with the Initial Buildout, a sidewalk and related improvements are only being constructed on one side of the New JWP Right of Way. Each Owner agrees that when it develops any portion of its Property that abuts the New JWP Right of Way, it will complete the sidewalk and related improvements on the side of the New JWP Right of Way that abuts the portion of its Property being developed (the "Remaining Sidewalk"). The improvements for the Remaining Sidewalk shall be as shown on the applicable cross sections.

4. No Further Obligations For JWP. In consideration for CDR Developer's agreement to design and construct the Initial Buildout, the City agrees that this Agreement contains all obligations and liabilities of each Owner with respect to JWP, and the design, construction, and improvement

thereof, and that no Owner will be obligated, now or in the future, to further design, construct, or otherwise improve JWP, except for the improvements identified above in Section 2(e) and 2(f), regardless of the ultimate development that occurs on such Owner's Property. Any further design, construction, or improvement of JWP, or payment for the costs thereof, will be a regional improvement and the obligation of the City or other third party property owners (excluding the Owners and other future owners of the Properties). The City will issue any letters or statements reasonably requested by an Owner evidencing the foregoing and will direct City staff accordingly.

5. Modifications and Grading Permit. The cross-sections for the Initial Buildout identified on Exhibit "H", and the improvements contemplated thereby, are hereby approved by the City and the City hereby grants all modifications to the City's engineering requirements necessary to construct the Initial Buildout as contemplated by such cross-sections. Furthermore, for the New JWP Right of Way, the City hereby grants a modification on the City engineering and/or zoning requirement that retaining walls may not exceed five (5) feet before terracing is required, and instead, the City agrees that retaining walls constructed in connection with the construction of the New JWP Right of Way may be up to ten (10) feet in height before terracing is required and need only run for five (5) feet prior to the next retaining wall being constructed, subject to the requirement that all such improvements must be in accordance with approved engineering plans. For all other modifications that may be requested by an Owner, the City will follow its standard modification process, but will not unreasonably withhold, condition, or delay the approval of a variance. Subject to the satisfaction of standard City requirements and processes, the City will agree to grant to CDR Developer an at-risk rough grading permit after the execution and recording of the Dedication Documents.

6. Construction of Additional Roadway Improvements.

a. Existing Development Agreement Obligations. Under Section 4.7(b) of the Development Agreement, CDR Developer is, as and when set forth therein, obligated to make a cash in lieu contribution to the City in the amount of $250,000 for the Butler/Peak Point Signal (the obligations of CDR Developer under Section 4.7(b) of the Development Agreement are referred to herein collectively, as the "Butler/Peak Point Signal Obligations"). Under Section 4.7(e) of the Development Agreement, CDR Developer is, under certain circumstances, obligated to either (1) construct the I-40/Butler Traffic Interchange Left Turn Lanes or (2) make a cash in-lieu payment in the amount of $698,112 to the City in lieu of completing the I-40/Butler Traffic Interchange Left Turn Lanes (the obligations of CDR Developer under Section 4.7(e) of the Development Agreement are referred to herein collectively, as the "I-40/Butler Traffic Interchange Obligations").

b. Pedestrian Underpass. In connection with the construction of the Initial Buildout of the New JWP Right of Way, the City desires that the following additional improvements be constructed, which the Owners are not currently obligated to construct or pay for a pedestrian underpass that meets City standards for the portion of the Flagstaff Urban Trail System that will run under the New JWP Right of Way, the location of which is generally shown on Exhibit "H" (the "Pedestrian Underpass").

c. CDR Developer Construction of Pedestrian Underpass in Lieu of Other Obligations. As consideration for City's agreements set forth in this Section 6(c), CDR Developer agrees that (1) in connection with the construction of the Initial Buildout, it will also design and construct, at its sole cost and expense, the Pedestrian Underpass and (2) it will pay an additional cash

in lieu of construction payment to the City in the amount of $270,000 (the "Additional Roadway Contribution") prior to the issuance of a building permit for the 500th Dwelling Unit within the Property. The Additional Roadway Contribution may be used by the City for other area regional traffic improvements. As consideration for CDR Developer's agreements set forth in this Section 6(c), the City agrees that (1) CDR Developer and all other Owners will have no further obligations with respect to the Butler/Peak Point Signal Obligations or the I-40/Butler Traffic Interchange Obligations, and Section 4.7(b) and Section 4.7(e) are hereby deleted from the Development Agreement in their entirety.

7. Impact of New JWP ROW Dedications; Resource Bank.

a. When the Development Agreement was executed, the City and Original Developer did not anticipate that any portion of JWP would be located within the Property. Because the Owners are not required to permit the New JWP Right of Way to be located within the Property under the current Development Agreement or any other zoning and entitlements for the Property, the City agrees that the ROW Dedications, and loss or disturbance of resources within the ROW Dedications, should not negatively impact the development of the Property.

b. Currently, pursuant to Section 10-50.90.020 of the City Code, resource calculation standards for slope, floodplain, and forest resources do not apply to the area within the public right-of-way of existing or proposed major or minor arterial roads. City staff will be proposing an amendment to the foregoing section of the City Code to make it so that resource calculation standards for slope, floodplain, and forest resources do not apply to public rights-of-way (local, collector, and arterial) (the "Resource Text Amendment"). If the Resource Text Amendment is approved by the City Council, it will apply retroactively to the entire CDR Property and will be documented through revised resource protection plans and updated resource table.

c. If the Resource Text Amendment, as described above, is not adopted by the City Council by the end of March 2025, then to ensure that the New JWP Right of Way does not negatively impact the development of the Property, the City agrees that all slope, floodplain, and forest resources contained within the ROW Dedications, in the amounts set forth on Exhibit "I" (the "JWP Preserved Resources") will be deemed to be preserved under the Zoning Ordinance, with the final areas and calculations to be provided with the final plans. If applicable, CDR Developer may request that the JWP Preserved Resources exist in a separate resource bank and may be allocated by CDR Developer as it determines in its sole discretion, subject to City approval of a revised resource protection plan and resource bank calculation, which will not be unreasonably withheld. If the Resource Text Amendment is later approved, CDR Developer may elect to use the Resource Text Amendment in lieu of the foregoing resource bank.

8. Changes to Resource Protection.

a. CDR Developer previously sent a letter to the City Planning Director, dated October 15, 2024, requesting a five percent (5%) reduction of all slope, urban floodplain, and forest resources within the Property (i.e., all of Canyon del Rio). Pursuant to City Code 10-50.90.110, the Planning Director has the authority to grant such 5% reduction, and the Planning Director granted such 5% reduction on October 28, 2024. City acknowledges such 5% reduction and agrees that the 5% reduction applies to all resources within the Property (inclusive of Phase 1 and Phase 2 of Canyon del Rio).

b. In addition to the foregoing and Section 7 hereof, the City agrees that if any City codes and ordinances related to floodplains, slope, or forest resources, including, without limitation, Division 10-50.90 of the City Zoning Ordinance, are enacted, amended or replaced (collectively, "Amended Resource Ordinances"), that each Owner may elect to utilize the provisions of such Amended Resource Ordinances for its Parcel in determining whether a Parcel complies with applicable zoning or City requirements (including those related to resources) provided that it occurs prior to preliminary plat approval, or site plan approval (if applicable), and if no preliminary plat is required, prior to final plat approval. A Parcel that has been subdivided pursuant to a block plat shall not be considered platted for purposes of the foregoing sentence. To the extent the application of the Amended Resource Ordinance to any portion of the Property results in a decrease in required resources, such excess resources will be added to a separate resource bank that will be owned and controlled by CDR Developer and may be allocated by CDR Developer across the Property as it determines in its sole and absolute discretion.

c. Forest resources within portions of the Property that have not yet been platted (including preliminary or final subdivision plats) may be further reduced by the thinning of trees in accordance with Fire Wise standards. A Parcel that has been subdivided pursuant to a block plat shall not be considered platted for purposes of the foregoing sentence. If such additional tree thinning occurs within the Property, the resource bank will be automatically updated to reflect the change in resources.

d. Any updates to the approved resource plan for the Property will be administratively reviewed and approved by City Staff and will not require additional City Council review or approval.

9. Modification to Scope of Improvements and Removal of Collector Roads.

a. Removal of Requirement of Certain Collector Roads. Currently, the Preliminary Block Plat of CDRI'S 262.36 Acres of Canyon Del Rio prepared by Shephard Wesnitzer, Inc., dated Mar 19 and designated as Job No. 13184 shows a proposed Boulder Mountain Drive (South of Parcels P and O), South Ridge Road (East of Tracts E, F, Q1, and Q2), and Herold Ranch Road. Given the New JWP Right of Way, the City agrees that the Boulder Mountain Drive (South of Parcels P and O), South Ridge Road (East of Tracts E, F, Q1, and Q2), and Herold Ranch Road (except that portion provided in Section 9(b) below) shall be as set forth on the updated Traffic Impact Analysis (TIA) that will be completed for the block plat for Phase 2 of Canyon del Rio. If the updated TIA determines that additional collector roads are needed in Phase 2 of Canyon del Rio, then the Phasing Matrix will be updated and included in said block plat for Phase 2 of Canyon del Rio.

b. Modification of Requirements for Herold Ranch Road. The Parties desire to clarify the obligations of the Owners to construct Herold Ranch Road, as the exact scope of the improvements to such roadway were to be agreed upon by the Parties at a later date. Accordingly, and notwithstanding anything in the Development Agreement or any other agreement entered into between the City and any Owner (or any predecessor in title of the Property), including, without limitation, the Settlement Agreement (as defined herein), (1) no Owner shall have any obligation to construct or to pay for any portion of Herold Ranch Road that may now or hereafter be located outside of the Property; (2) with respect to any portion of Herold Ranch Road to be located east of the access point of Block Q-3 (the "East Portion") such road will only be required to be improved to the low water crossing and meet emergency standards (and rolled millings and a double chip seal will be permitted in lieu of typical asphalt section), which will be improved upon development of R-4-5 abutting Herold Ranch Road or Q3; and (3) with respect to any portion of Herold Ranch Road from JWP to the access point

of Block Q-3, the Owner of Block Q-3 shall be required to construct the same upon its development of Block Q-3, and the improvements required to be constructed for such segment of Herold Ranch Road will be based off the internal traffic impact when platted, but under no circumstances will this segment be less than a local road standard.

10. Amendment to Section 4(b). Section 4(b) of the Development Agreement is hereby deleted in its entirety and replaced with the following:

> "(b) Parcels G, N, O, P and Q-3 Final Plat. Subject to the exception set forth in Section 4.4(e), below, CDRI may develop Parcels G, N, O, P and Q-3 ("Med Density Parcels") as any combination of single-family attached or detached residential properties and multi-family attached or detached residential properties, based upon the zoning designations and densities as set forth in ***Exhibit D***. Final Plat approval for any or all of the Med Density Parcels may be requested by CDRI as part of a separate subdivision application."

11. General Modifications.

a. Modifications and Corrections of Exhibits. Exhibit C to the Development Agreement is hereby deleted in its entirety and replaced with Exhibit C attached to this Amendment. Exhibits A, B, and D remain unchanged and Exhibit G is hereby deleted. A revised Exhibit E is under review by the City and will be deemed attached hereto once approved by City staff and CDR Developer. Exhibit F will be deemed revised to reflect the changes in Section 6 of this Amendment and a new Exhibit F may be agreed to by City staff and CDR Developer reflecting the same. Exhibits H and I are hereby added to the Development Agreement as contemplated by this Amendment. Furthermore, below is a full list of Exhibits to the Agreement, which supersedes the list set forth in Section 10.7 of the Development Agreement.

Exhibit A	***Legal Description of Property***
Exhibit B	***Parcel Map / Vicinity Map***
Exhibit C	***Concept Zoning Plan***
Exhibit D	***Density and Zoning Plan***
Exhibit E	***Phasing Matrix / Phasing Plan***
Exhibit F	***Offsite Improvements Master Plan and Financial Allocation***
Exhibit G	***Intentionally Omitted***
Exhibit H	***Alignment of New JWP Right of Way and Scope of Initial Buildout***
Exhibit I	***JWP Preserved Resources***

For the avoidance of doubt, to the extent that the City approves any preliminary plat, block plat, Parcel plat, site plan, map of dedication, or other plat that conflicts with any of the Exhibits, the foregoing shall control over the Exhibits.

b. AH In Lieu Contribution. The City and Owners agree that each Owner's obligation, if any, to pay any AH In Lieu Contribution due as a result of development occurring on such Owner's Parcel shall be the sole obligation of that Owner, and no Owner shall be liable for any AH In Lieu Contributions on a Parcel not owned by such Owner.

c. [Reserved]

d. Exhibit G. The references to "Exhibit G" in Section 4.9 and Section 5 are hereby deleted and replaced with a reference to "Exhibit E".

e. Regional Detention Basin. In connection with satisfying any detention requirement, including compliance with Low Impact Development (LID) and rural floodplain standards, as outlined in this Development Agreement or otherwise required for the Property, the City agrees that the Parcels may utilize regional detention basin(s) improvements located within a portion of the Rio de Flag , and such available detention may be allocated among the Parcels as determined by CDR Developer and the City. Such detention basin(s) shall meet emergency overflow requirements in accordance with the City of Flagstaff Stormwater Management Design Manual.

f. Allocation of Liabilities. The City agrees that neither CDR Devcorp, nor CDR Investors II, nor any other owner of a portion of the Property (a "Third Party Owner") shall have any obligations or liabilities under the Development Agreement with respect to portions of the Property owned by another person or entity. Neither CDR Devcorp, nor CDR Investors II, nor any Third Party Owner will be jointly liable with the others, and any default by a person or entity under the Development Agreement will apply solely to such defaulting person or entity and will not impact a non-defaulting person or entity's rights under the Development Agreement.

g. Notice Address. Section 10.3 is amended to provide that the notice address for "CDRI" is now as follows:

CDR DEVCORP LTD
CDR Land Investors II, L.L.C.
ABBOTT-RHOTON INVESTMENTS, L.L.C.
3605 W. Flagstaff Ranch Road
Flagstaff, Arizona 86005
Attn: Brian Rhoton
Email: brhoton@capstonehomesaz.com

With a copy to:
Gammage & Burnham, PLC
40 N. Central Avenue, 20th Floor
Phoenix, AZ 85004
Attn: Lindsay Schube and James Senften
Email: lschube@gblaw.com and jsenften@gblaw.com

12. Conflicts with Development Agreement and Settlement and Release Agreement. Except as stated herein, the Development Agreement shall remain in full force and effect and is hereby ratified and approved. If there is any inconsistency between the terms of the Development Agreement and the terms of this Amendment, the provisions of this Amendment will govern and control the rights and obligations of the parties. Furthermore, if there is any inconsistency between the terms of the Development Agreement, as amended hereby, and the terms of that certain Settlement and Release Agreement recorded May 13, 2013 as Instrument No. 3662048 in the Official Records of the Coconino County, Arizona, Recorder, as amended by that certain Amendment to Settlement and Release Agreement dated January 29, 2015 (and as otherwise amended, collectively, the "Settlement

Agreement"), the terms of the Development Agreement, as amended hereby, will govern and control the rights and obligations of the parties. This Amendment may be signed in counterparts.

13. Amendment. The Parties agree that notwithstanding the fact that certain owners of portions of the Property may not have executed this Amendment, this Amendment shall nevertheless be binding upon the Parties hereto and binding on those portions of the Property now or hereafter owned by the Owners executing this Amendment, as is permitted in accordance with Section 10.8 of the Development Agreement.

14. Conflict of Interest. This Amendment and the Development Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

[Signature Page to First Amendment to Development Agreement]

IN WITNESS WHEREOF, City and Owners have executed this Amendment as of the date first set forth above.

"City"

City of Flagstaff, an Arizona municipal corporation

_____
Becky Daggett, Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

STATE OF ARIZONA)
COUNTY OF COCONINO)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared Becky Daggett, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public
My Commission Expires:_____

[Signature Page to First Amendment to Development Agreement]

IN WITNESS WHEREOF, City and Owners have executed this Amendment as of the date first set forth above.

CDR DEVCORP LTD, an Arizona corporation

By:_____
Name: Clint Whiting
Its: President

STATE OF ARIZONA)
COUNTY OF _____)

On this _____day of_____, 202__, before me, a Notary Public, personally appeared Clint Whiting known to me to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of CDR DEVCORP LTD, an Arizona corporation, for the purposes therein contained.

_____
Notary Public
My Commission Expires:_____

[Signature Page to First Amendment to Development Agreement]

IN WITNESS WHEREOF, City and Owners have executed this Amendment as of the date first set forth above.

CDR LAND INVESTORS II, L.L.C., an Arizona limited liability company

By: CDR 276, LLC, an Arizona limited liability company, its member and manager

By: CADERI Holdings, LLC, an Arizona limited liability company, its member

By_____
Name_____
Title: Member

By: SMS-CDR Investments, LLC, its member

By_____
Name_____
Title: Manager

STATE OF ARIZONA)
COUNTY OF _____)

On this _____day of_____, 202__, before me, a Notary Public, personally appeared _____known to me to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same as _____ of CADERI Holdings, LLC, an Arizona limited liability company, a member of CDR 276, LLC, an Arizona limited liability company, the member and manager of CDR Land Investors II, L.L.C., an Arizona limited liability company, for the purposes therein contained.
.

_____
Notary Public
My Commission Expires:_____

STATE OF ARIZONA)
COUNTY OF _____)
On this _____day of_____, 202__, before me, a Notary Public, personally appeared _____known to me to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same as _____ of SMS-CDR Investments, LLC, a member of CDR 276, LLC, an Arizona limited liability company, the member and manager of CDR Land Investors II, L.L.C., an Arizona limited liability company, for the purposes therein contained.

_____
Notary Public
My Commission Expires:_____

Exhibit C

Concept Zoning Plan

[SEE ATTACHED]

Exhibit E

Phasing Matrix / Phasing Plan

[SEE ATTACHED]

ON FILE WITH CITY AND CDR DEVELOPER

Exhibit F

Offsite Improvements Master Plan and Financial Allocation

[SEE ATTACHED]

ON FILE WITH CITY AND CDR DEVELOPER

Exhibit H

Alignment of New JWP Right of Way and Scope of Initial Buildout

[SEE ATTACHED]

Exhibit I

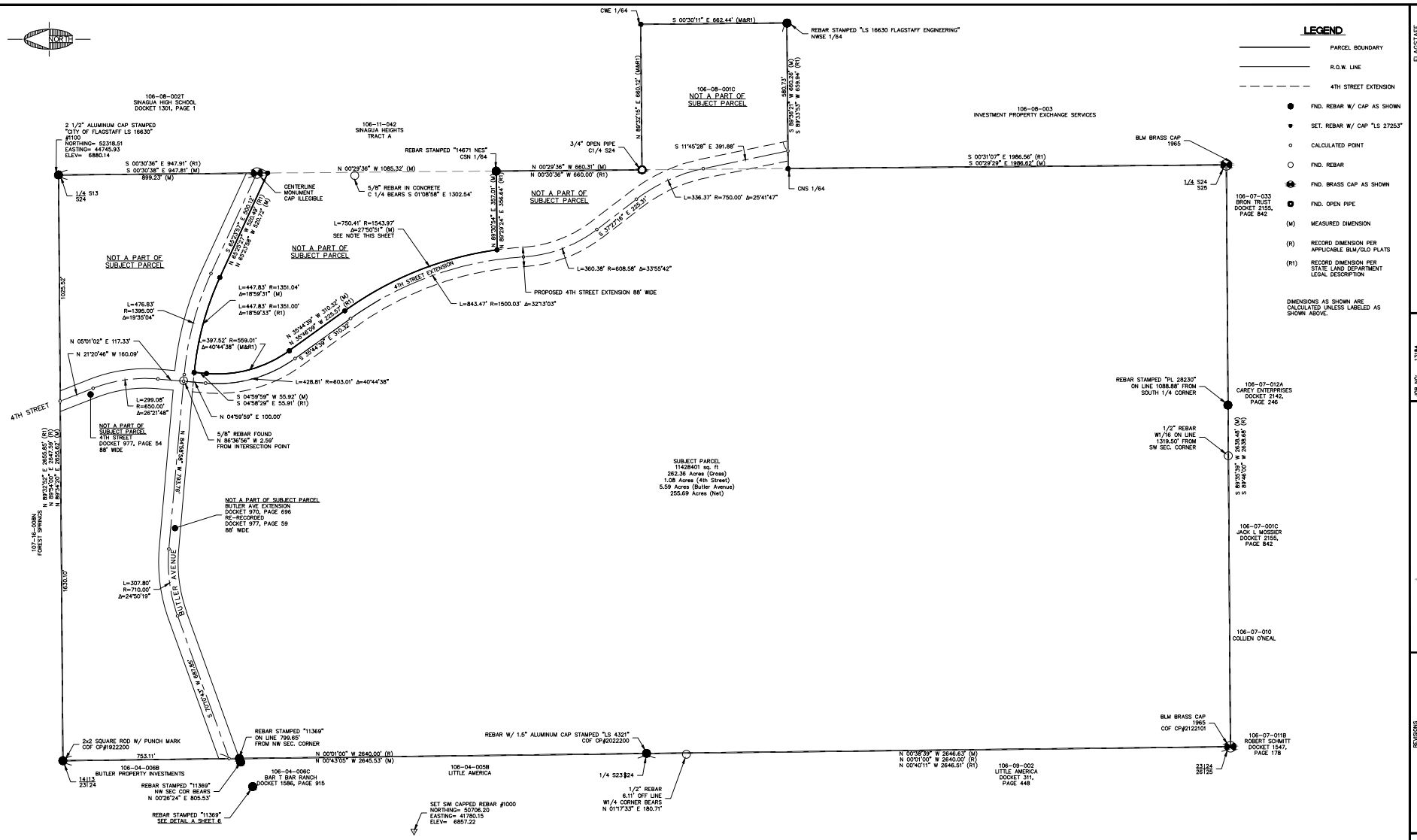
JWP Preserved Resources

[SEE ATTACHED]

Exhibit A

Legal Description of Property

[SEE ATTACHED]



NOTE: On April 16, 2003, John Nebrich of the Arizona State Land Department provided the information he used in creating the legal description for the subject property. Although this legal description does not close mathematically, the intent stated by John Nebrich is that the East Right of Way line of the Proposed 4th Street Extension be the boundary line of the subject property (per legal descriptions of Parcel D, Parcel L-1 and Parcel L-2 by Cella Barr Associates and sealed by Bruce F. Small RLS # 12112 on March 9, 1984).

FLAGSTAFF ARIZONA

CANYON DEL RIO

EXHIBIT A LEGAL DESCRIPTION

JOB NO: 13184
DATE: MAR 19
SCALE: N.T.S.
DRAWN: SG
DESIGN: SG
CHECKED: GEC

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EXA

SHT NO. 1 OF 1

PLOTTED: Mar 19, 2019-12:06pm

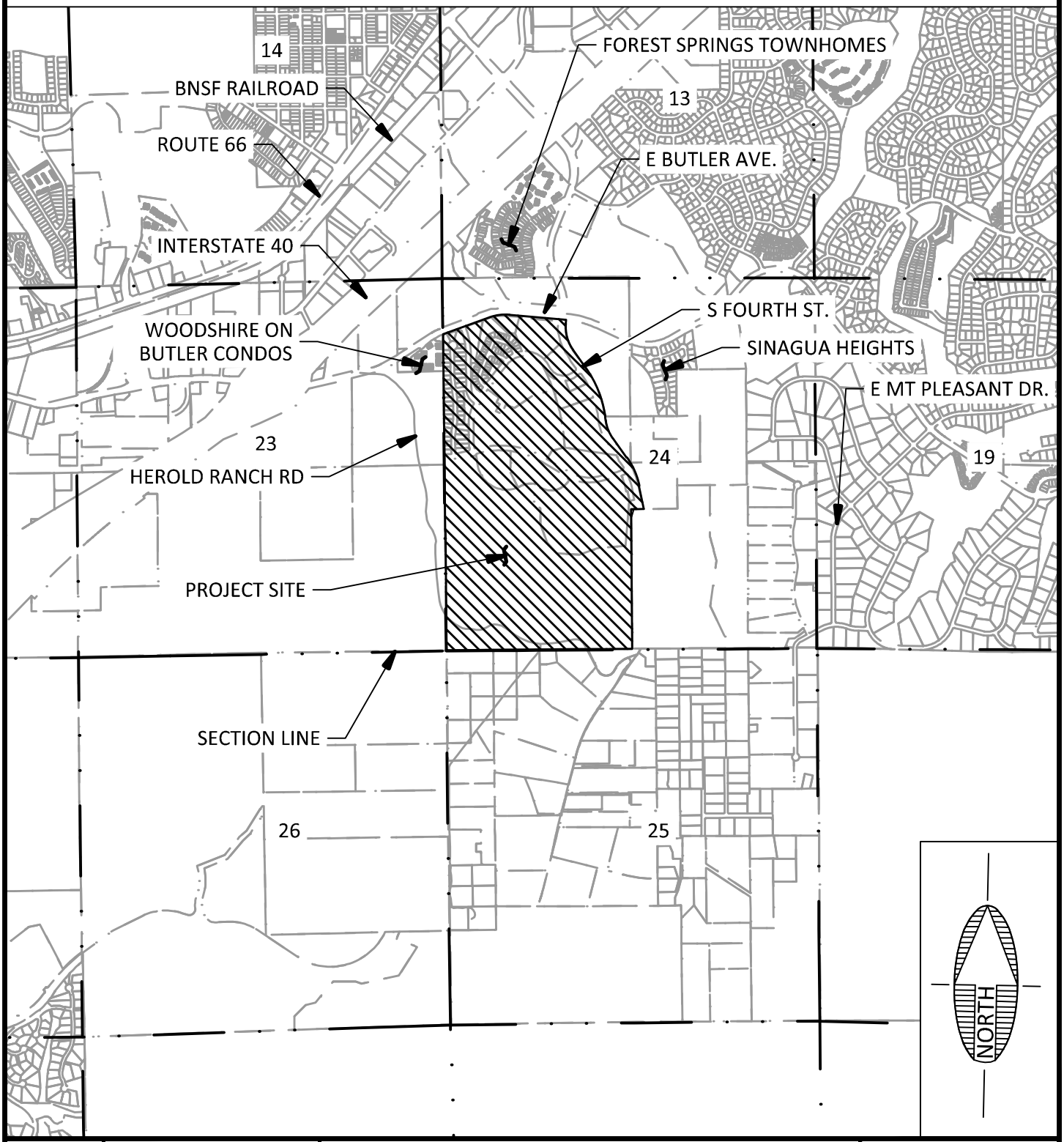
FILE: P:\2013\13184\DRAWINGS\EXHIBITS\DA EXHIBITS\EXHIBIT A - RECORD SURVEY.DWG KBAYER

Exhibit B

Parcel Map / Vicinity Map

[SEE ATTACHED]

LOCATED IN THE WESTERN HALF OF SECTION 24,
TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT
RIVER MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA



SHEET 1 OF 1	DRAWN BY: JEE DATE: NOVEMBER 2024 SCALE: 1" = 2,000' JOB NO: 223357	CANYON DEL RIO VICINITY MAP COCONINO FLAGSTAFF	ARDURRA www.ardurra.com

DATE: Nov 12, 2024 FILE: P:\2023\223357\Drawings\Exhibits\2024-11-12\VICINITY MAP.dwg

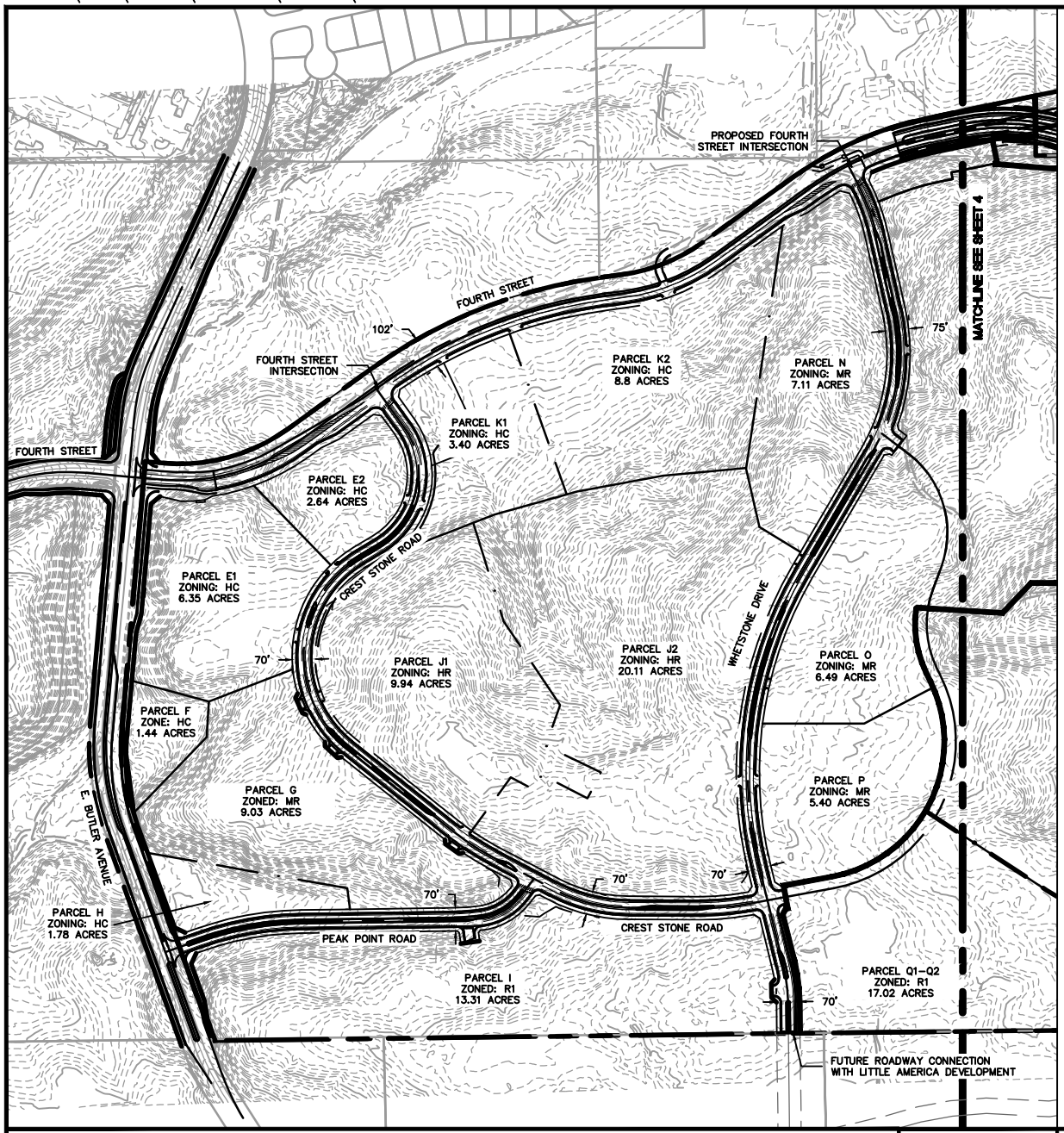
Exhibit C

Concept Zoning Plan

[SEE ATTACHED]

FILE: P:\2023\223357\DRAWINGS\EXHIBITS\EXHIBIT C – CONCEPT ZONE PLAN.DWG HSCHNOEBELEN

PLOTTED: Nov 22, 2024–3:49pm



NORTH

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT–OF–WAY
- LOT

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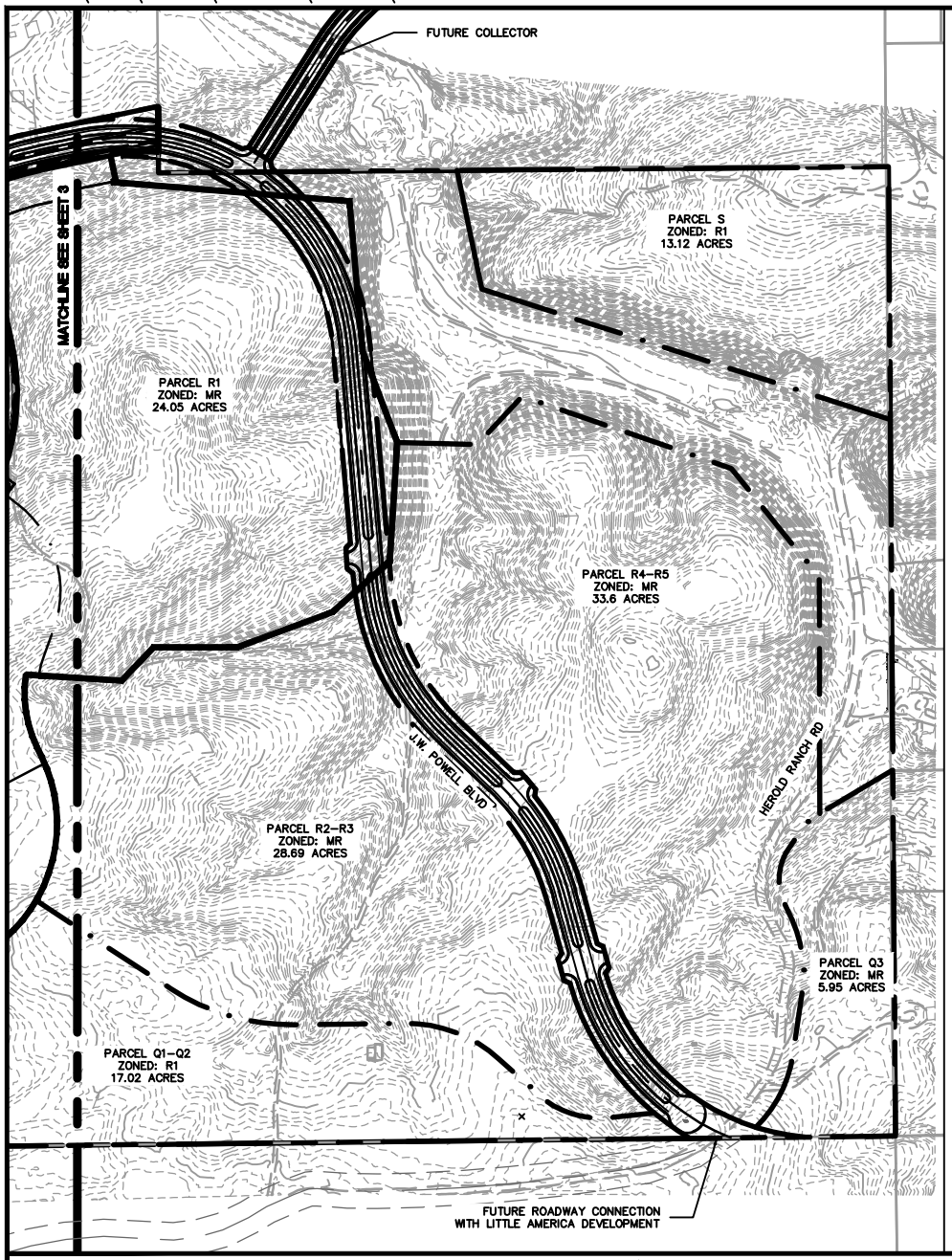
JOB NO.	13184
DATE	NOV 24
SCALE	1"=500'
DRAWN	SCI/KMF
DESIGN	SCI
CHECKED	GEC

CANYON DEL RIO

FLAGSTAFF
ARIZONA

EXHIBIT C
CONCEPT ZONE PLAN

SHEET 1 OF 2



NORTH

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT-OF-WAY
- LOT

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JOB NO.	13184
DATE	NOV 24
SCALE	1"=500'
DRAWN	SCI/KMF
DESIGN	SCI
CHECKED	GEC

CANYON DEL RIO

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EXHIBIT C
CONCEPT ZONE PLAN

SHEET 2 OF 2

Exhibit D

Density and Zoning Plan

[SEE ATTACHED]

PLOTTED: Mar 28, 2019–3:30pm

FILE: P:\2013\13184\DRAWINGS\EXHIBITS\DA EXHIBITS\EXHIBIT D – DENSITY CHART.DWG KBAYER

LOT COVERAGE/BUILDING INFORMATION

Parcel	Existing Zoning	Proposed Zoning	Use	Net Acreage	Development Units	0.20 FAR SF
E-1	R&D - Research and Development	HC-Highway Commercial	Office/Retail	6.4	N/A	55,757
E-2	R&D - Research and Development	HC-Highway Commercial	Office/Retail	2.7	N/A	23,522
F	R&D - Research and Development	HC-Highway Commercial	Office/Retail	1.4	N/A	12,197
G	R&D - Research and Development	MR-Medium Density Residential	Attached Residential	9.1	50	N/A
H	R&D - Research and Development	HC-Highway Commercial	Office/Retail	1.8	N/A	15,682
I	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	13.4	50	N/A
J-1	R&D - Research and Development	HR-High Density Residential	Attached Residential/Multi-Family/Apartments	11.6	240	N/A
J-2	R&D - Research and Development	HR-High Density Residential	Attached Residential/Multi-Family/Apartments	18.4	432	N/A
K-1	R&D - Research and Development	HC-Highway Commercial	Retail	4.6	N/A	40,075
K-2	R&D - Research and Development	HC-Highway Commercial	Retail	8.8	N/A	76,666
N	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Duplex Units	7.1	42	N/A
O	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Church or School	6.1	49	N/A
P	R&D - Research and Development	MR-Medium Density Residential	Attached Residential/Church or School	5.4	40	N/A
Q-1	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	10.2	41	N/A
Q-2	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	3.9	21	N/A
Q-3	MR-Medium Density Residential	MR-Medium Density Residential	Attached Residential/Duplex Units	6	80	N/A
R-1 thru 5	MR-Medium Density Residential	MR-Medium Density Residential	Detached Residential	73.2	367	N/A
S	R1- Single Family Residential	R1- Single Family Residential	Detached Residential	10.6	14	N/A
Total Commercial Acreage				25.7		
Total Residential Units				1426		
Total Acreage ROW				28.6		

Notes:

1. Open space areas are reserved throughout the project consisting of areas between parcels and the floodplain areas within the Rio De Flag. Refer to Sheet 3 for the locations of open space and trails.

2. Floor areas shown on parcels E1/E2, K1/K2, and F are from the site capacity calculations. Ultimate maximum floor areas may be different based on the actual type of development. A 0.20 FAR was used for the impact analyses and also for calculating the building square footages listed in the table.

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SCALE	N/A
DRAWN	KMF
DESIGN	KMF
CHECKED	SCI

CANYON DEL RIO
FLAGSTAFF ARIZONA

EXHIBIT D
DENSITY CHART

SHEET 1 OF 1

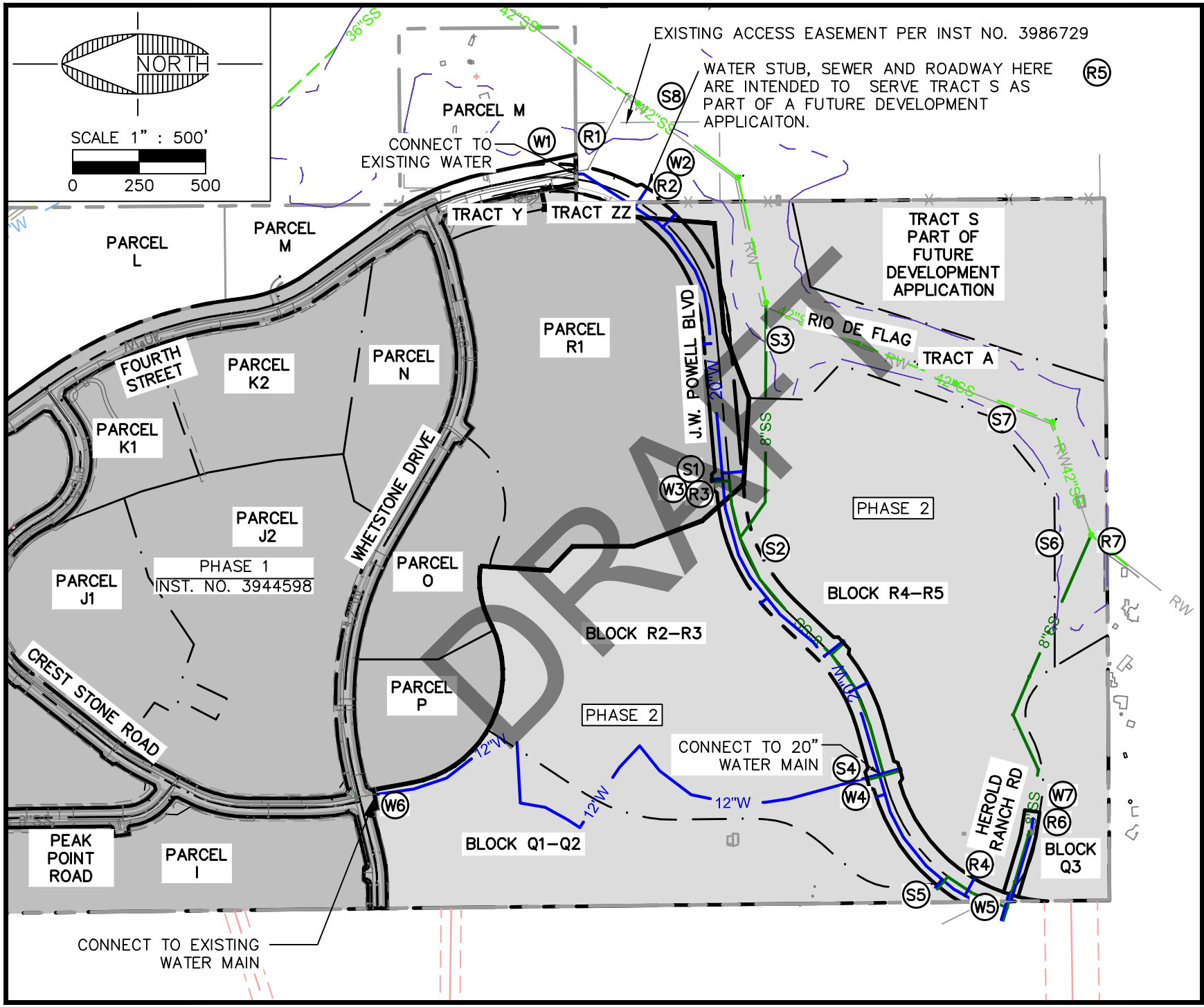
Exhibit E

Phasing Matrix / Phasing Plan

[SEE ATTACHED]

ON FILE WITH CITY AND CDR DEVELOPER

DRAFT



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CDR PHASE II

PHASING MAP

FLAGSTAFF

COCONINO

DRAWN BY:	JEE
DATE:	NOVEMBER 2024
SCALE:	AS SHOWN
JOB NO:	223357

SHEET EX01 OF 4

DATE: Nov 19, 2024

FILE: \\flg-fs02\Projects\2023\223357\Drawings\Plats\Preliminary Block Plat\223357 - Phasing Map - 8.5X11.dwg

PHASE 1
INST. NO. 3944598

PHASE 2

SXX LIMITS OF SEWER IMPROVEMENTS

RXX LIMITS OF ROADWAY IMPROVEMENTS AND OR WATER IMPROVEMENTS

WXX LIMITS OF WATER IMPROVEMENTS

FOR PHASING MATRIX TABLE REFER TO EX03.

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CDR PHASE II

PHASING MAP LEGEND

FLAGSTAFF

COCONINO

DRAWN BY:	JEE
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JOB NO:	223357

SHEET EX02 OF 4

DATE: Nov 19, 2024 FILE: \\flg-fs02\Projects\2023\223357\Drawings\Plats\Preliminary Block Plat\223357 - Phasing Map - 8.5X11.dwg

	Project Phasing Matrix - Required Infrastructure for Each Parcel					
	R1	Q1/Q2	Q3	R2/R3	R4/R5	S
Roadways - Internal Looping Required to Parcel						
J.W. Powell - Parcel Bndry (E) to Collector Road (R1, R2)	X	X	X	X	X	X
Collector Road - Parcel Bndry to Tract "S" (R2, R5)						X
J.W. Powell - Parcel Bndry (E) to Parcel Bndry R1 (W) (R2, R3)	X	X	X	X	X	
J. W. Powell Blvd - Parcel Bndry R1 to Parcel Bndry (W) (R3, R4)		X	X	X	X	
Herold Ranch (Local Road) - J.W. Powell to Block Q3 Driveway (R4, R6)			X			
Herold Ranch (20' Chip Seal Fire Access Road) to west side of County Low Water Crossing (R4, R7)			X		X	
Waterline Segments						
20" Waterline in J.W. Powell - Parcel Bndry (E) to Collector Road (W1, W2)	X	X	X	X	X	X
20" Waterline in J.W. Powell - Collector Road to Parcel Bndry R1 (W2, W3)	X	X	X	X	X	
20" Waterline in J.W. Powell - Parcel Bndry R1 to Block Bndry R2/R3 (W3, W4)		X	X	X	X	
20" Waterline in J.W. Powell - Block Bndry R2/R3 to Parcel Bndry (W4, W5)		X	X		X	
8" Waterline in Herold Ranch Rd to the Block Q3 Driveway with the development of Block Q3 (W5, W7)			X			
12" Waterline Connecting Whetstone Drive and J.W. Powell - Through Blocks Q1/Q2 and R2/R3 (W4, W6)		X	X	X	X	
Sewerline Segments						
J.W. Powell - Parcel Bndry R1 to ex sewer within Rio De Flag (S1, S2, S3)	X	X		X	X	
J.W. Powell - high pt (S) to low pt (S2, S4)		X		X	X	
J.W. Powell to Herold Ranch - Block Q1/Q2 Bndry (S) to ex sewer within Rio De Flag (S5, S6)			X			
Tract S connection to ex sewer within Rio de Flag (S8)						X
Block R4/R5 connection to ex sewer within Rio de Flag (S7)					X	

DRAFT

EXAMPLE

TO DETERMINE THE REQUIRED INFRASTRUCTURE ASSOCIATED WITH ANY OF THE PARCELS, LOCATE THE PARCEL ALONG THE TOP OF THE TABLE AND SCROLL DOWN UNTIL THERE IS AN 'X'. THE 'X' CORRESPONDS TO THE REQUIRED INFRASTRUCTURE - WATER, SEWER, ROADWAY. EACH SEGMENT OF INFRASTRUCTURE INCLUDES ABBREVIATED LETTERS AND NUMBERS THAT CORRESPOND TO THE PHASING PLAN SHOWN ON THE PHASING MAP. THE FOLLOWING IS AN EXAMPLE FOR PARCEL R1:

THE FIRST 'X' CORRESPONDS TO THE REQUIRED ROADWAY SEGMENT FOR J. W. POWELL BLVD THAT WILL NEED TO BE CONSTRUCTED FROM THE EAST PARCEL BOUNDARY (R1) TO THE COLLECTOR ROAD (R2). THE SECOND 'X' CORRESPONDS TO THE REQUIRED SEGMENT FOR J. W. POWELL BLVD THAT WILL NEED TO BE CONSTRUCTED FROM THE EAST PARCEL BOUNDARY (R2) TO THE WEST PARCEL BOUNDARY OF R1 (R3). THE THIRD 'X' CORRESPONDS TO THE REQUIRED 20" WATERLINE SEGMENT IN J. W. POWELL BLVD THAT WILL NEED TO BE CONSTRUCTED FROM THE EAST PARCEL BOUNDARY (W1) TO THE COLLECTOR ROAD (W2). THE FOURTH 'X' CORRESPONDS TO THE REQUIRED 20" WATERLINE SEGMENT IN J. W. POWELL BLVD THAT WILL NEED TO BE CONSTRUCTED FROM THE THE COLLECTOR ROAD (W2) TO THE WEST PARCEL BOUNDARY OF R1 (W3). THE FIFTH 'X' CORRESPONDS TO THE REQUIRED SEWERLINE THAT WILL NEED TO BE CONSTRUCTED FROM THE PARCEL BOUNDARY OF R1 (S1) TO (S2) IN J. W. POWELL BLVD, TO THE EXISTING SEWERLINE IN RIO DE FLAG (S3).

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CDR PHASE II

PHASING MATRIX TABLE

FLAGSTAFF

COCONINO

DRAWN BY: JEE
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JOB NO: 223357

SHEET EX03 OF 4

DATE: Nov 21, 2024 FILE: P:\2023\223357\Drawings\Plats\Preliminary Block Plat\223357 - Phasing Map - 8.5X11.dwg

Notes:

1. Any secondary access road must meet all fire access road requirements including 20' minimum unobstructed width.
2. Traffic volume considerations have not been considered as part of this analysis. Right-of-way improvements will be established through the Traffic Statement and/or individual subdivision tract improvements.
3. Blocks R1, R2/R3, R4/R5, Q1/Q2 & S will require internal roadway and connectivity to provide two points of access and water service.
4. Pursuant to the approved Drainage Impact Analysis (DIA), the developer shall mitigate the identified downstream impacts. The DIA has identified several conceptual mitigation strategies including on-site and off-site mitigations. Prior to approval of the first site plan and/or subdivision plat or any development, specific strategies must be identified and approved by the City and reflected accordingly on any Plats and/or Plans. If on-site strategies are chosen, each phase of development shall mitigate proportional impacts. A master plan for phasing of on-site mitigations may be required to ensure that each phase can mitigate proportional impacts. Each phase of development shall mitigate their fair proportionate share of the impact identified in the DIA. Detention, LID, and retention must stand alone for each phase of the project. Any phase requiring offsite improvements impacting drainage courses, peak flows or total runoff volume, such as the spine road, will mitigate these impacts with the implementation of said phase.
5. This table was intended to show just the utilities required to serve each parcel (or block). It is assumed that any roads needed to serve a parcel will also need to have the water and sewer installed at the same time as the road regardless as to whether or not that particular parcel needs the water and sewer infrastructure. Please note all parcels will have to go through the Community Development Site Plan or Platting process and meet the City of Flagstaff Zoning Code including but not limited to access, utilities, resources, and stormwater.
6. Any dead end roads in excess of 1200' are required to have a secondary access.
7. Tract S is a part of a future development application, which will provide internal roadways and utilities to meet City of Flagstaff Engineering Standards.
8. To ensure a "no-rise" condition for Lake Continental", developments will be required to provide 1-1/2" retention volume storage, which will include water quality treatment for the first flush volume of 1/2" over all new impervious area. Retention for the 1" rainfall depth on all impervious surfaces draining to the regional detention basin south of J.W. Powell are included within the provided volume. However, the first flush volume of 1/2" over all new impervious area for the water quality component will be required to be provided with each block and has not been included in the regional detention basin. The required 1" retention volume for parcels O, P, and R1 is included within the regional detention basin south of J.W. Powell as well.
9. CDR Phase 1 infrastructure has been completed.
10. The 8" water line in Herold Ranch Road will be required to be looped.
11. Parcel R1 noted in this table refers to Phases 2 and 3 of the Parcel R1 Development. Phase 1 of Parcel R1 can be served by the CDR Phase 1 Infrastructure that has already been completed.
12. Waterline in J. W. Powell will be phased with ADEQ. W1-W3 will be Phase 1 and W3-W5 will be Phase 2.
13. Blocks R2/R3 and Q1/Q2 could be phased or planned such that the 20" waterline and 12" waterline are not required so long as the waterlines are looped internal to development(s) and thereby meet engineering standards. For example, the 12" waterline segment W4 to W6 shows a conceptual looping within these blocks, but the route of the loop could be modified to serve the phasing of the development for when it will be used. This loop back to the 20 inch waterline will be required to get ADEQ approval of construction for the waterline west of W3 and to be able to provide water service to Blocks R4/R5 and Q3.
14. Blocks R2/R3 and Q1/Q2 could be phased such that they only require the J.W. Powell road segments. For example, if Block Q1/Q2 is phased with the first phase only including 50 units, then primary access would only be required off Whetstone.

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CDR PHASE II

PHASING MATRIX NOTES

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SHEET EX04 OF 4

DATE: Nov 21, 2024 FILE: P:\2023\223357\Drawings\Plats\Preliminary Block Plat\223357 - Phasing Map - 8.5X11.dwg

Exhibit F

Offsite Improvements Master Plan and Financial Allocation

[SEE ATTACHED]

ON FILE WITH CITY AND CDR DEVELOPER

FILE: P:\2013\13184\DRAWINGS\EXHIBITS\DA EXHIBITS\EXHIBIT F – OFFSITE IMPROVEMENTS MASTERPLAN & FINANCIAL ALLOCATION.DWG KBAYER

PLOTTED: Mar 19, 2019–12:27pm

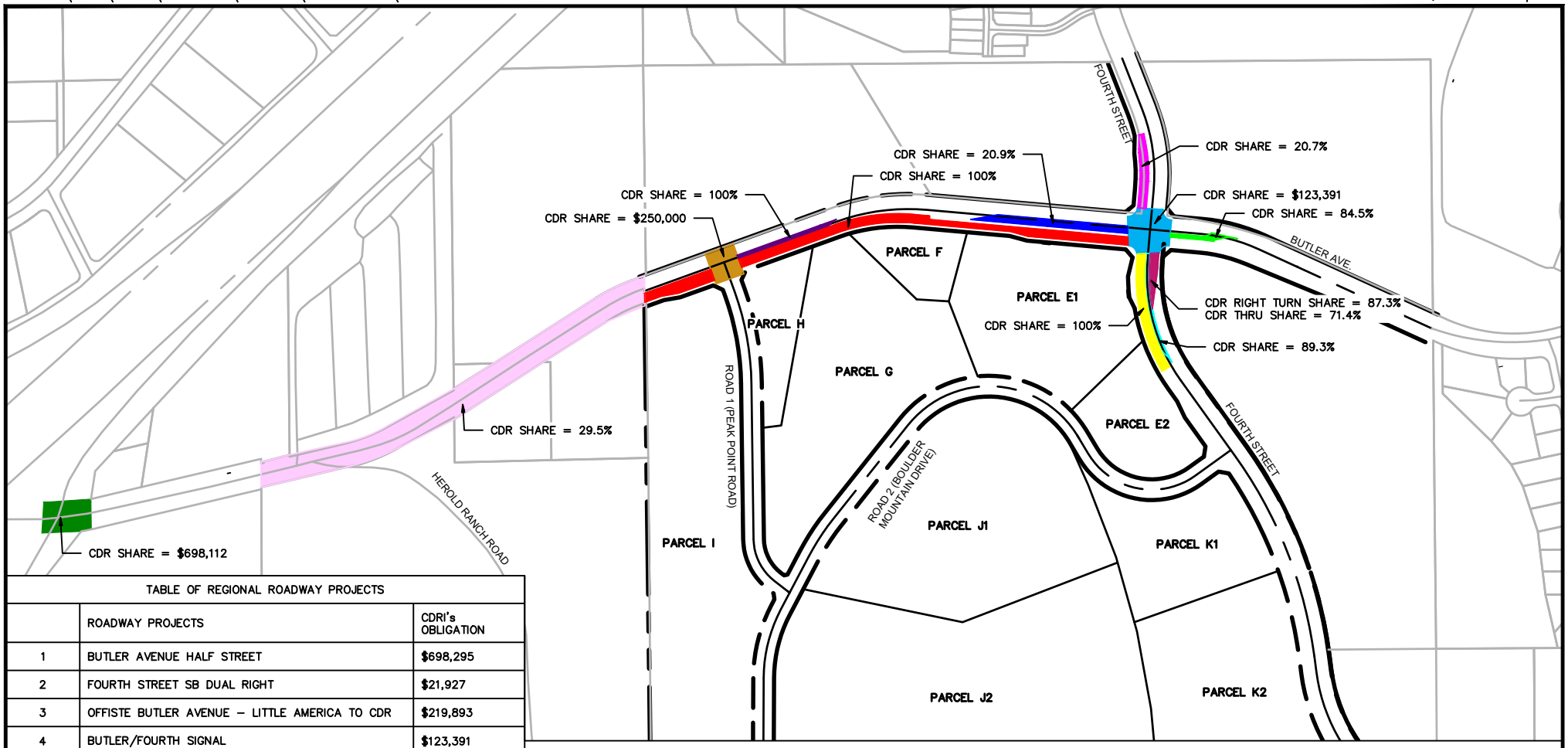

TABLE OF REGIONAL ROADWAY PROJECTS		
	ROADWAY PROJECTS	CDRI's OBLIGATION
1	BUTLER AVENUE HALF STREET	$698,295
2	FOURTH STREET SB DUAL RIGHT	$21,927
3	OFFISTE BUTLER AVENUE – LITTLE AMERICA TO CDR	$219,893
4	BUTLER/FOURTH SIGNAL	$123,391
5	BUTLER/FOURTH EB DUAL LEFT	$38,092
6	BUTLER/FOURTH WB LEFT	$35,541
7	BUTLER LEFT TURN LANE AT PEAK POINT	$60,177
8	FOURTH STREET SOUTH HALF STREET	$211,527
9	FOURTH STREET NB LEFT TURN LANE	$62,600
10	FOURTH STREET NB INTERSECTION TRANSITION	$42,175
11	BUTLER/PEAK POINT SIGNAL	$250,000
12	BUTLER/I–40 INTERCHANGE IMPROVEMENTS	$698,112
TOTAL		$2,461,730

LEGEND

- BUTLER AVENUE HALF STREET IMPROVEMENTS
- FOURTH STREET HALF STREET IMPROVEMENTS
- BUTLER AVENUE EASTBOUND DUAL LEFT TURN LANES
- BUTLER AVENUE WESTBOUND LEFT TURN LANE
- FOURTH STREET NORTHBOUND LEFT TURN LANE
- FOURTH STREET SOUTHBOUND DUAL RIGHT TURN LANES
- FOURTH STREET NORTHBOUND INTERSECTION TRANSITION
- BUTLER AVENUE OFFISTE
- BUTLER AVENUE WESTBOUND LEFT TURN LANE TO PEAK POINT
- BUTLER AVENUE/PEAK POINT SIGNAL
- FOURTH STREET/FOURTH STREET SIGNAL
- I–40 TRAFFIC INTERCHANGE IMPROVEMENTS
- 100–YR FLOODPLAIN

NORTH

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EXHIBIT F – OFFSITE IMPROVEMENTS MASTER PLAN & FINANCIAL ALLOCATION EXHIBIT

SHEET 1 OF 1

Exhibit G

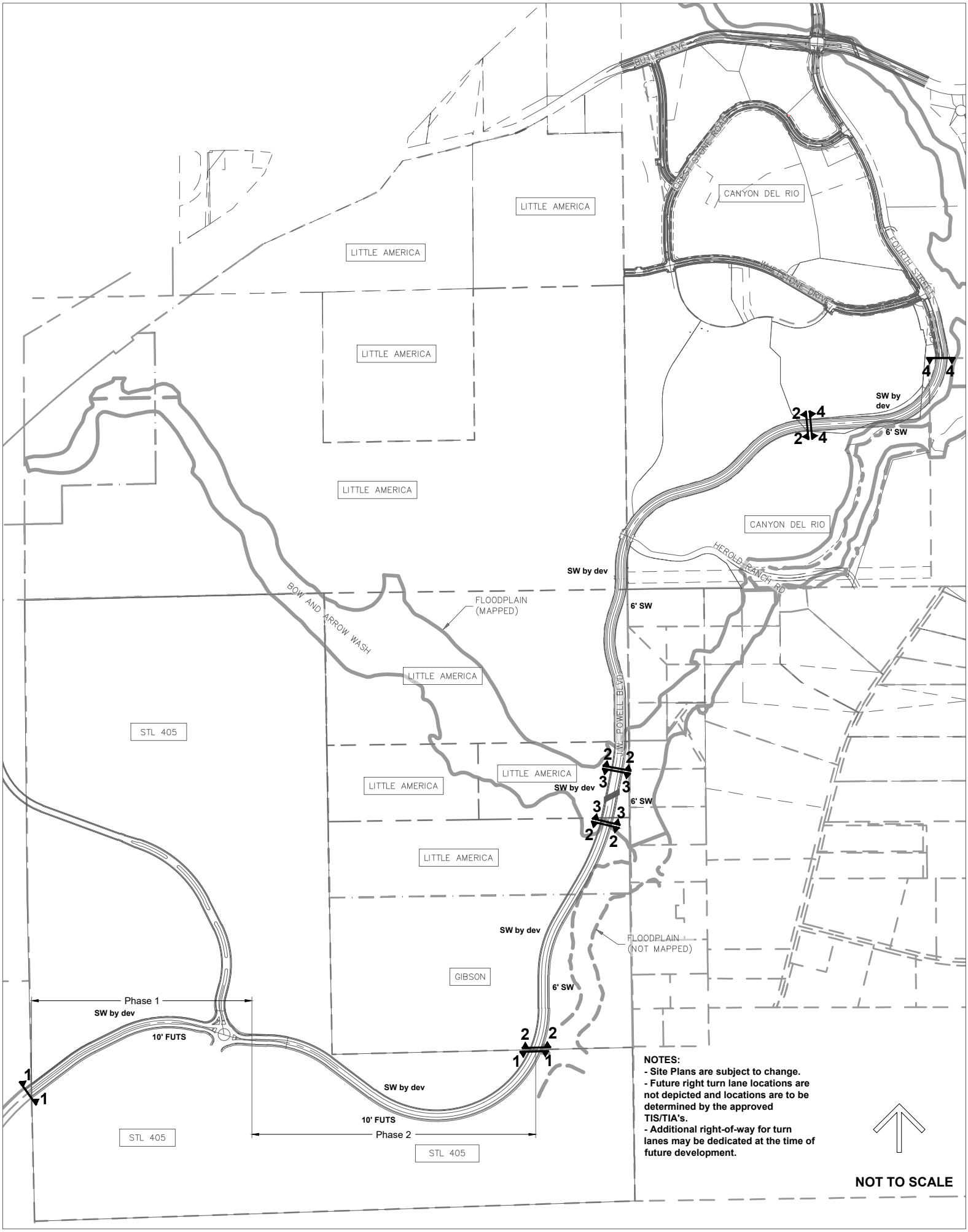
Intentionally Omitted

[SEE ATTACHED]

Exhibit H

Alignment of New JWP Right of Way and Scope of Initial Buildout

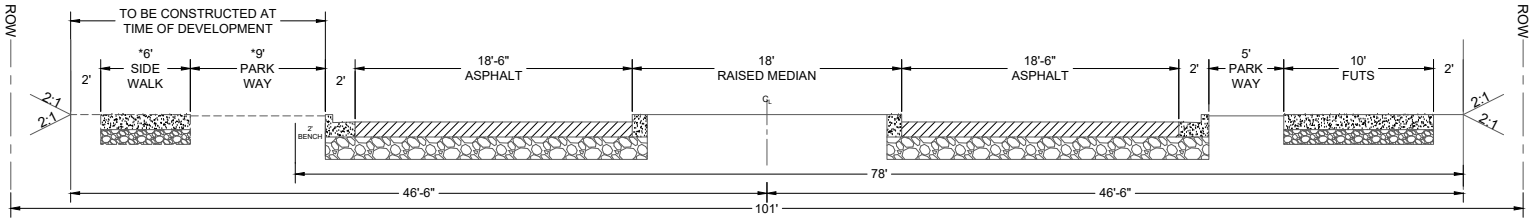
[SEE ATTACHED]


BUTLER AVE
CRIMSTONE ROAD
CANYON DEL RIO
LITTLE AMERICA
LITTLE AMERICA
LITTLE AMERICA
LITTLE AMERICA
CANYON DEL RIO
W CRIMSTONE DRIVE
FOURTH STREET
HEROLD RANCH RD
SW by dev
6' SW
4
4
2
4
2
4
SW by dev
6' SW
BOW AND ARROW WASH
FLOODPLAIN
(MAPPED)
LITTLE AMERICA
STL 405
LITTLE AMERICA
LITTLE AMERICA
SW by dev
6' SW
2
2
3
3
3
3
2
2
LITTLE AMERICA
SW by dev
FLOODPLAIN
(NOT MAPPED)
GIBSON
6' SW
Phase 1
SW by dev
10' FUTS
2
2
1
1
1
1
SW by dev
10' FUTS
Phase 2
STL 405
STL 405
NOTES:
- Site Plans are subject to change.
- Future right turn lane locations are not depicted and locations are to be determined by the approved TIS/TIA's.
- Additional right-of-way for turn lanes may be dedicated at the time of future development.
NOT TO SCALE

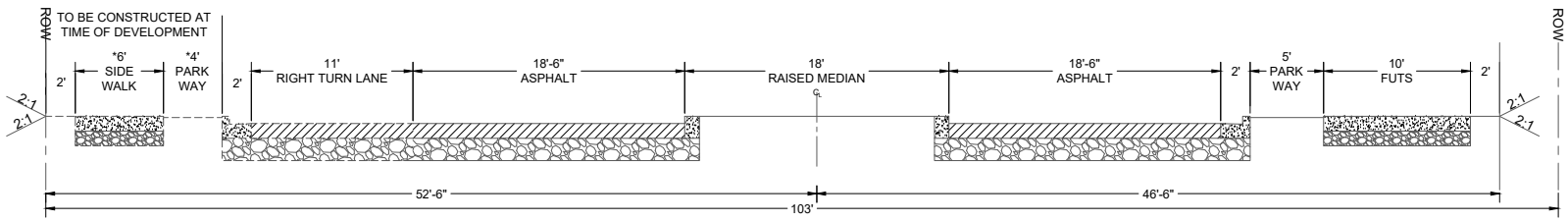
11/25/2024

Section 1

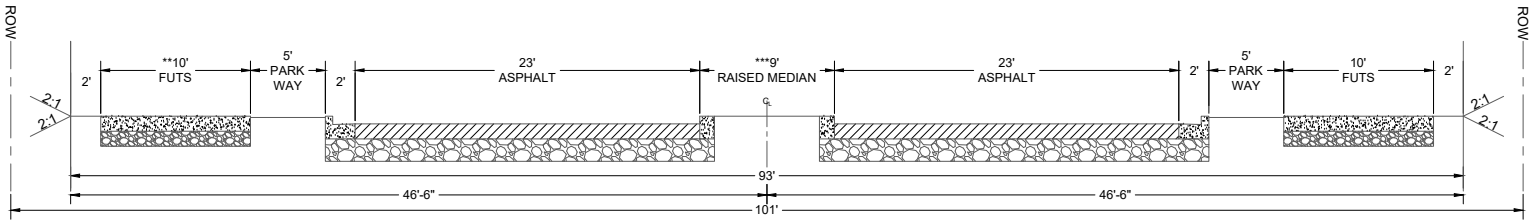
Interim



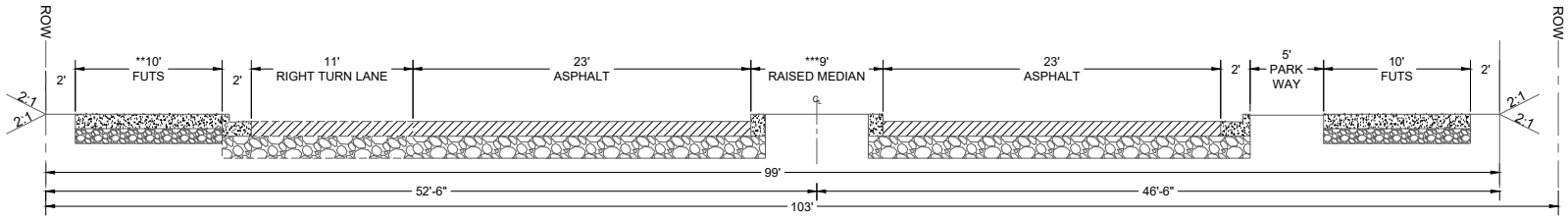
Interim
(Right Turn Lane if Needed per TIS/TIA's)



Future 4-Lane



Future 4-Lane
(Right Turn Lane if Needed per TIS/TIA's)

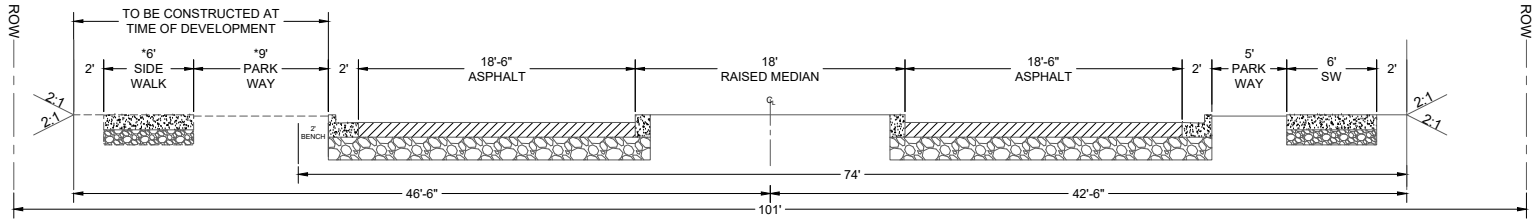


*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
***Allows for 9' raised median, or where left turns are needed lip of gutter to lip of gutter will be 11'-11'-11'-11', with no raised median.
Notes:
1. Dedicated right turn lanes at intersections or driveways per the TIS/TIA's are allowed within the ROW and the design will be based on the final cross sections. In the Future 4-Lane scenario sidewalks may be attached to the turn lane to help mitigate overall cross section impacts. Right turn lane could be mirrored on opposite side of the roadway.
2. Design speed for J.W. Powell Blvd is 40 MPH.

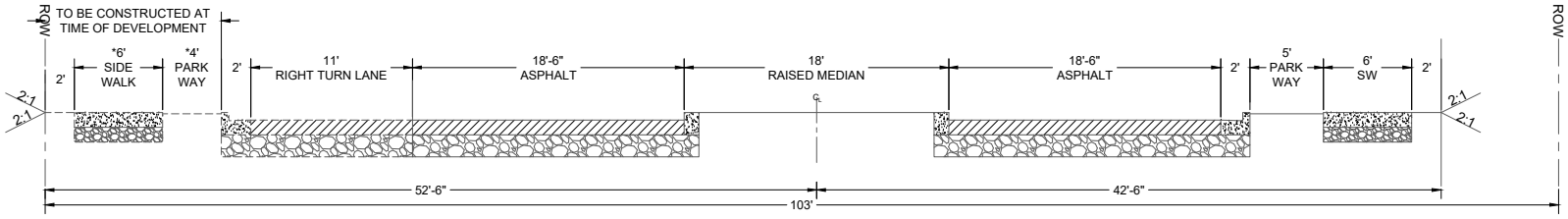
11/25/2024

Section 2

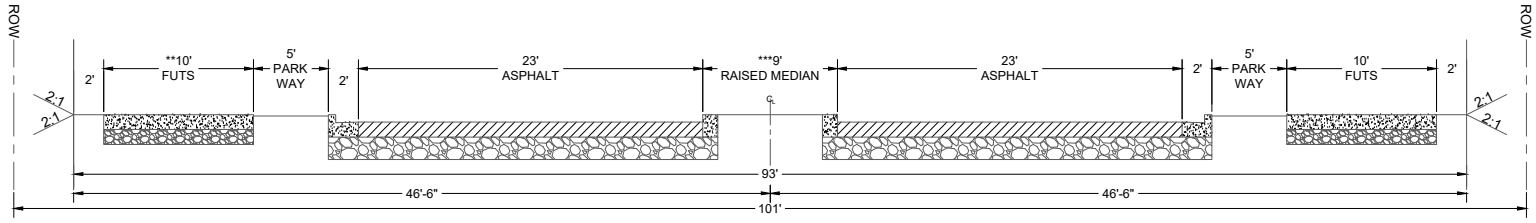
Interim



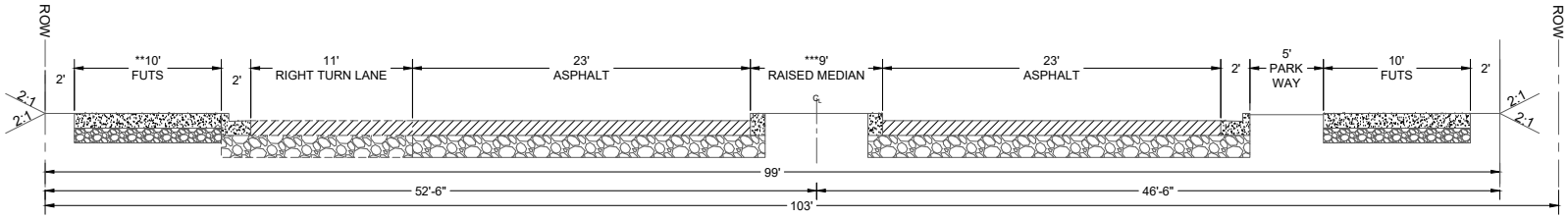
Interim
(Right Turn Lane if Needed per TIS/TIA's)



Future 4-Lane



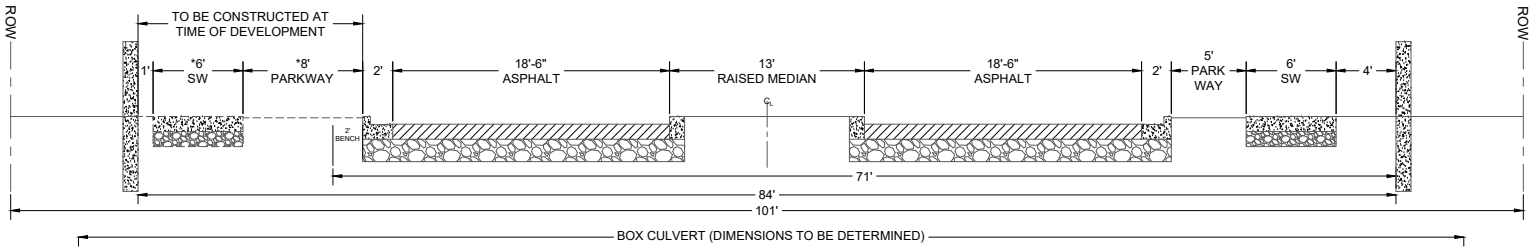
Future 4-Lane
(Right Turn Lane if Needed per TIS/TIA's)



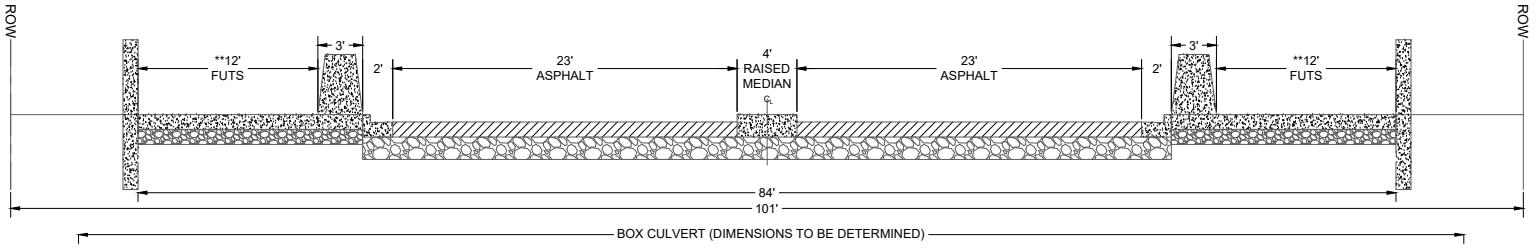
*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
***Allows for 9' raised median, or where left turns are needed lip of gutter to lip of gutter will be 11'-11'-11'-11'-11', with no raised median.
Notes:
1. Dedicated right turn lanes at intersections or driveways per the TIS/TIA's are allowed within the ROW and the design will be based on the final cross sections. In the Future 4-Lane scenario sidewalks may be attached to the turn lane to help mitigate overall cross section impacts. Right turn lane could be mirrored on opposite side of the roadway.
2. Design speed for J.W. Powell Blvd is 40 MPH.

Section 3

Interim



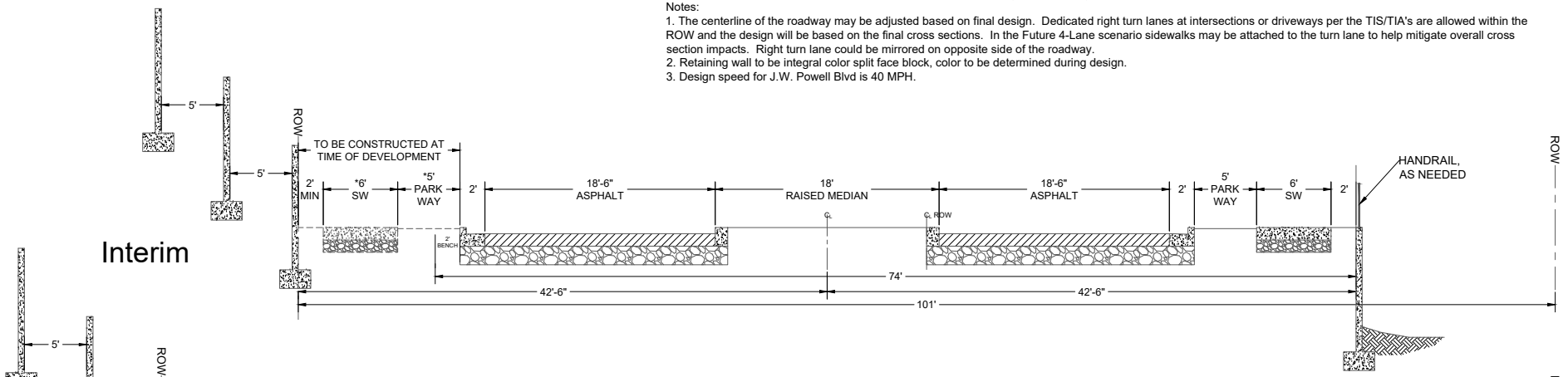
Future 4-Lane



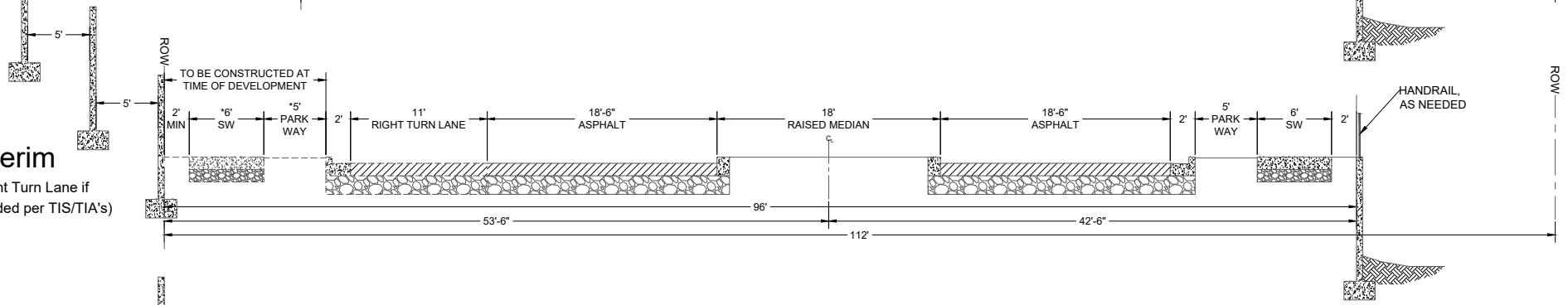
*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
Note: Design speed for J.W. Powell Blvd is 40 MPH.

Section 4

*Sidewalk & parkway to be built by adjacent developments.
**When the roadway is converted to a 4-lane cross section, the bike lanes will come off the roadway and a FUTS will need to be constructed.
***Allows for 9' raised median, or where left turns are needed lip of gutter to lip of gutter will be 11'-11'-11'-11', with no raised median.
Notes:
1. The centerline of the roadway may be adjusted based on final design. Dedicated right turn lanes at intersections or driveways per the TIS/TIA's are allowed within the ROW and the design will be based on the final cross sections. In the Future 4-Lane scenario sidewalks may be attached to the turn lane to help mitigate overall cross section impacts. Right turn lane could be mirrored on opposite side of the roadway.
2. Retaining wall to be integral color split face block, color to be determined during design.
3. Design speed for J.W. Powell Blvd is 40 MPH.

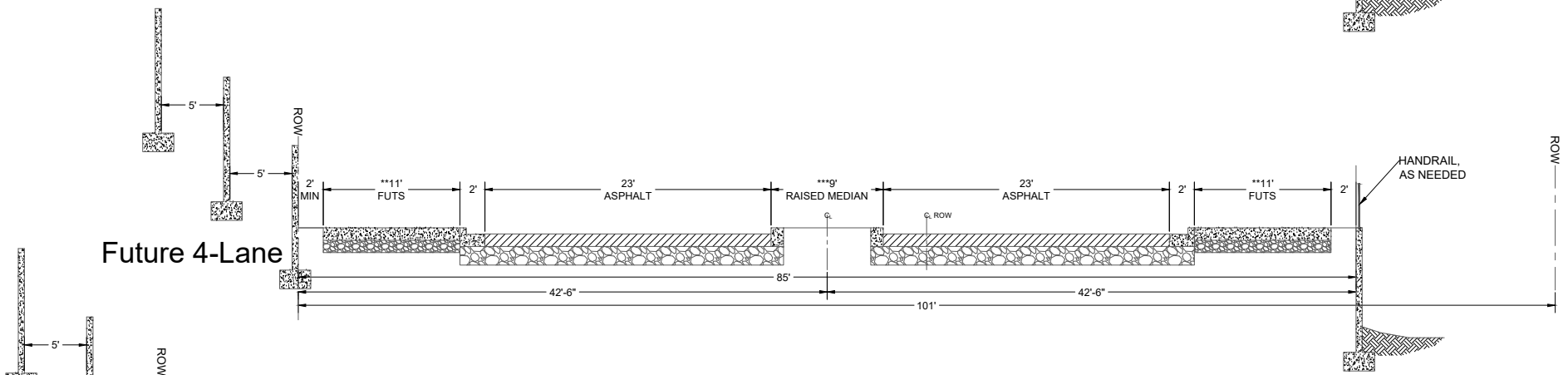


Interim

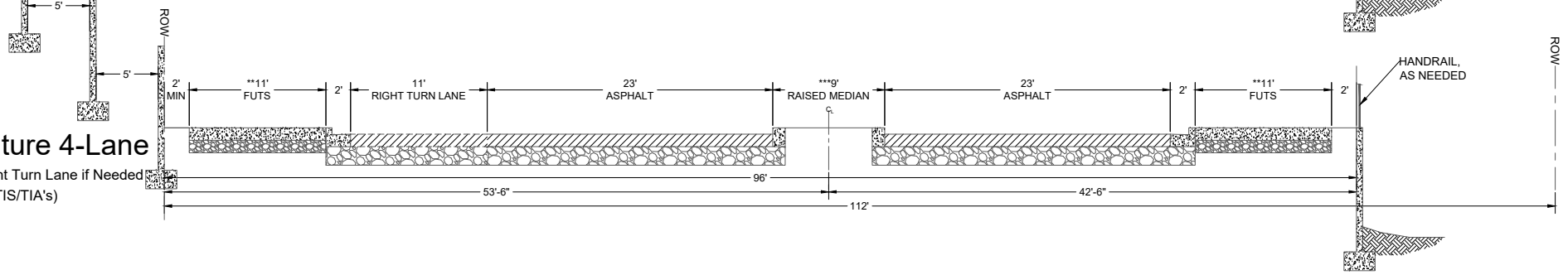


Interim

(Right Turn Lane if Needed per TIS/TIA's)



Future 4-Lane



Future 4-Lane

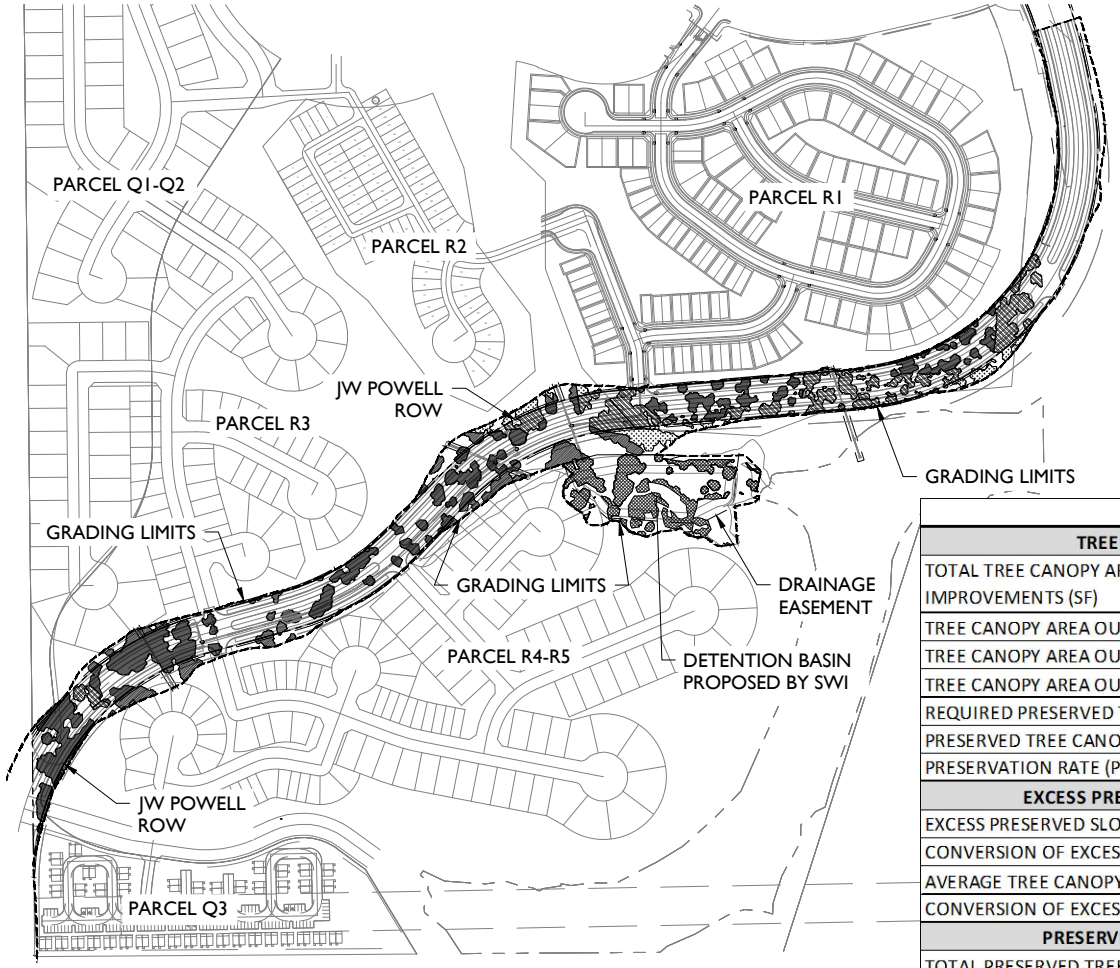
(Right Turn Lane if Needed per TIS/TIA's)

11/25/2024

Exhibit I

JWP Preserved Resources

[SEE ATTACHED]



FOREST RESOURCES

FOREST RESOURCES OUTSIDE OF SLOPE RESOURCES (0 TO17%)

- FOREST RESOURCES WITHIN ROW
- FOREST RESOURCES WITHIN GRADING LIMITS
- FOREST RESOURCES WITHIN DRAINAGE EASEMENT

FOREST RESOURCES WITHIN SLOPE RESOURCES (17% & UP)

- FOREST RESOURCES WITHIN ROW
- FOREST RESOURCES WITHIN GRADING LIMITS

FOREST RESOURCES - JW POWELL	
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES	RESIDENTIAL
TOTAL TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES WITHIN JW POWELL IMPROVEMENTS (SF)	147,923.00
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES WITHIN ROW (SF)	83,691.87
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES WITHIN GRADING LIMITS (SF)	29,535.54
TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES WITHIN DRAINAGE EASEMENT (SF)	34,695.59
REQUIRED PRESERVED TREE CANOPY AREA (SF)	73,961.50
PRESERVED TREE CANOPY AREA OUTSIDE OF SLOPE RESOURCES (SF)	147,923.00
PRESERVATION RATE (PRIOR TO SLOPE CONVERSION AND SLOPE TREES)	100.00%
EXCESS PRESERVED SLOPE CONVERSION TO TREE CANOPY AREA	RESIDENTIAL
EXCESS PRESERVED SLOPE AREA (SF)	33,816.82
CONVERSION OF EXCESS SLOPE TO EVERY 50 SF	676.34
AVERAGE TREE CANOPY AREA (SF)	79.00
CONVERSION OF EXCESS SLOPE AREA TO TREE CANOPY AREA(SF)	53,430.58
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES	RESIDENTIAL
TOTAL PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES (SF)	62,503.57
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES & ROW (SF)	47,448.90
PRESERVED TREE CANOPY AREA WITHIN SLOPE RESOURCES & GRADING LIMITS (SF)	15,054.67
CONVERSION OF TREE CANOPY AREA WITHIN SLOPE TO EVERY 50 SF	1,250.07
AVERAGE TREE CANOPY AREA (SF)	79.00
CONVERSION OF TREE CANOPY AREA WITHIN SLOPES TO AVERAGE TREE CANOPY (SF)	98,755.64
25% OF TREE CANOPY WITHIN SLOPE RESOURCES (SF)	24,688.91
TOTAL FOREST RESOURCES	RESIDENTIAL
TOTAL TREE CANOPY AREA PRESERVED (SF)	**226,042.49**

NORTH

250 0 500

scale feet

1. 5% RESOURCE REDUCTION HAS BEEN APPROVED BY THE CITY OF FLAGSTAFF FOR ALL PARCELS IN CANYON DEL RIO
2. JW POWELL IMPROVEMENTS ARE DEFINED BY THE GRADING LIMITS. GRADING LIMITS ARE SHOWN IN THE EXHIBIT BY A BOLD DASHED LINE

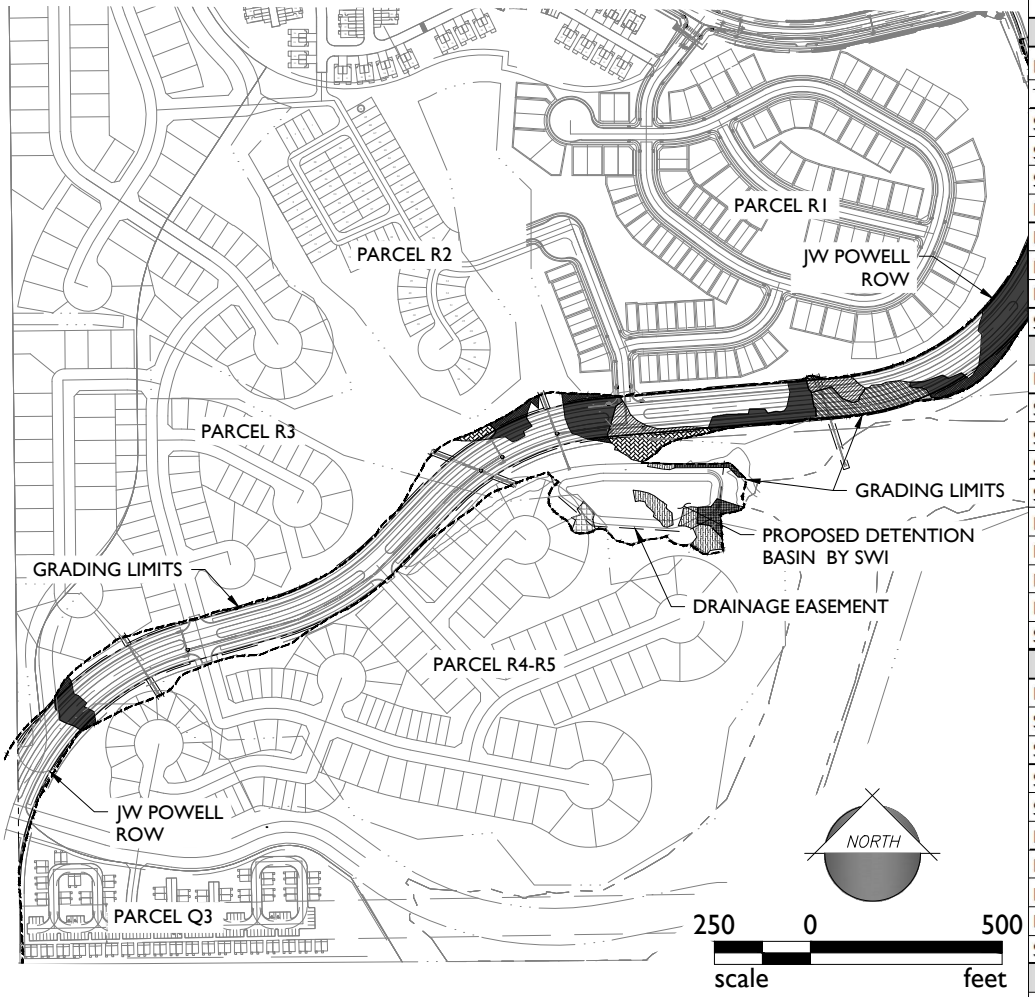
www.epsgroupinc.com

23-0587

JW POWELL - FOREST RESOURCES CALCULATIONS

Canyon Del Rio
Flagstaff, Arizona

EPS GROUP



STEEP SLOPE RESOURCES - JW POWELL	
STEEP SLOPE RESOURCES 17-24.99%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR 17-24.99%	66.5% OF SLOPE AREA[1]
TOTAL SLOPE AREA WITHIN JW POWELL IMPROVEMENTS (SF) FOR 17-24.99%	74,737.03
SLOPE AREA WITHIN ROW (SF) 17-24.99%	56,822.68
SLOPE AREA WITHIN GRADING LIMITS (SF) 17-24.99%	14,510.12
SLOPE AREA WITHIN DRAINAGE EASEMENT (SF) FOR 17-24.99%	3,404.23
REQUIRED PRESERVATION (SF)	49,700.12
PRESERVED SLOPE (SF)	74,737.03
PRESERVATION RATE WITHIN JW POWELL	100.00%
EXCESS PRESERVED SLOPE FOR 17-24.99% (SF)	25,037
SLOPE RESOURCES USED FROM SLOPE RESOURCE BANK	0.00
STEEP SLOPE RESOURCES 25-34.99%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR 25-34.99%	76% OF SLOPE AREA[1]
SLOPE AREA WITHIN JW POWELL IMPROVEMENTS (SF) FOR 24.99-34.99%	36,583.00
SLOPE AREA WITHIN ROW (SF) FOR 24.99-34.99%	12,785.78
SLOPE AREA WITHIN GRADING LIMITS 24.99-34.99%	12,190.10
SLOPE AREA WITHIN DRAINAGE EASEMENT (SF) FOR 24.99-34.99%	11,607.48
REQUIRED PRESERVATION (SF)	27,803.08
PRESERVED SLOPE (SF)	36,583.00
PRESERVATION RATE WITHIN JW POWELL	100.00%
EXCESS PRESERVED SLOPE FOR 25-34.99% (SF)	8,779.92
SLOPE RESOURCES USED FROM SLOPE RESOURCE BANK	0.00
STEEP SLOPE RESOURCES >35%	RESIDENTIAL
REQUIRED PRESERVATION RATE FOR >35%	100% OF SLOPE AREA
SLOPE AREA WITHIN JW POWELL IMPROVEMENTS (SF) FOR >35%	24,457.67
SLOPE AREA WITHIN ROW (SF) FOR >35%	16,735.00
SLOPE AREA WITHIN GRADING LIMITS (SF) FOR >35%	876.00
SLOPE AREA WITHIN DRAINAGE EASMENT (SF) FOR >35%	6,846.67
REQUIRED PRESERVATION (SF)	24,457.67
PRESERVED SLOPE (SF)	24,457.67
PRESERVATION RATE WITHIN JW POWELL	100%
EXCESS PRESERVED SLOPE FOR >35% (SF)	0.00
SLOPE RESOURCES USED FROM SLOPE RESOURCE BANK	0.00
TOTAL SLOPE RESOURCES	RESIDENTIAL
TOTAL EXCESS PRESERVED SLOPE AREA (SF)	**33,816.82**

SLOPE PROTECTION LEGEND

SLOPE RESOURCES W/IN ROW

- 17% - 24.99% SLOPE AREA
- 25% - 34.99% SLOPE AREA
- > 35% SLOPE AREA

SLOPE RESOURCES W/IN GRADING LIMITS

- 17% - 24.99% SLOPE AREA
- 25% - 34.99% SLOPE AREA
- > 35% SLOPE AREA

SLOPE RESOURCES W/IN DRAINAGE ESMT

- 17% - 24.99% SLOPE AREA
- 25% - 34.99% SLOPE AREA
- > 35% SLOPE AREA

1. 5% RESOURCE REDUCTION HAS BEEN APPROVED BY THE CITY OF FLAGSTAFF FOR ALL PARCELS IN CANYON DEL RIO
2. JW POWELL IMPROVEMENTS ARE DEFINED BY THE GRADING LIMITS. GRADING LIMITS ARE SHOWN IN THE EXHIBIT BY A BOLD DASHED LINE

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23-0587

JW POWELL - SLOPE RESOURCES CALCULATIONS

Canyon Del Rio
Flagstaff, Arizona

EPS GROUP

JWP Extension

Development Agreements

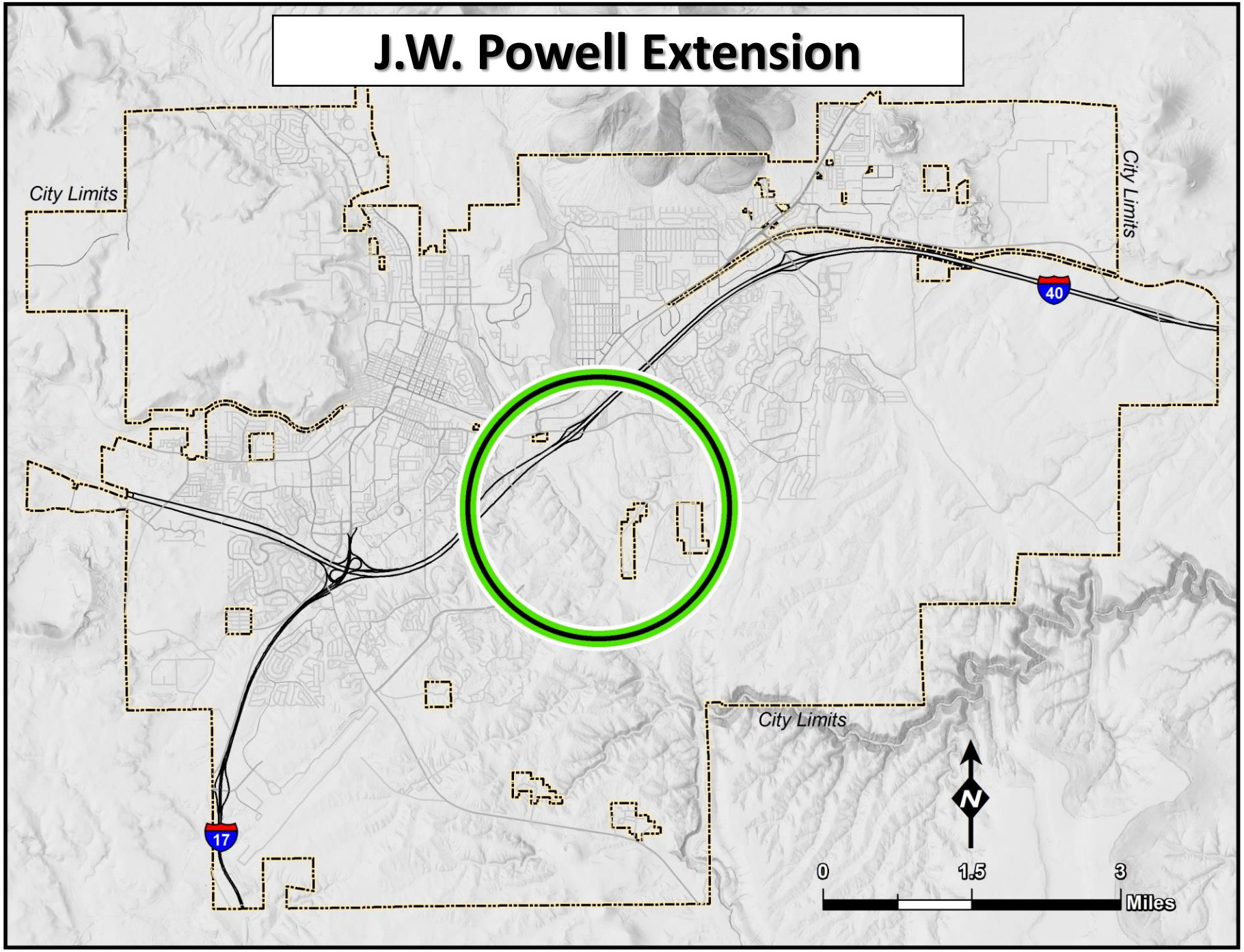
City Council Public Meeting

December 3, 2024

CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

Peak ENGINEERING, INC.

J.W. Powell Extension



Background

- **2018**
  - City hires Peak Engineering for the JWP Specific Plan Study & Design Work
  - Voters approve Prop 419 to allocate a proportional share of funding *(40/60)*
- **2020 (2x with Council)**
  - City Staff presents Land Use Framework to City Council
- **2021**
  - Town Hall & Meetings with Small-Parcel Property Owners
  - Project Team begins meetings with the large-parcel property owners

Background

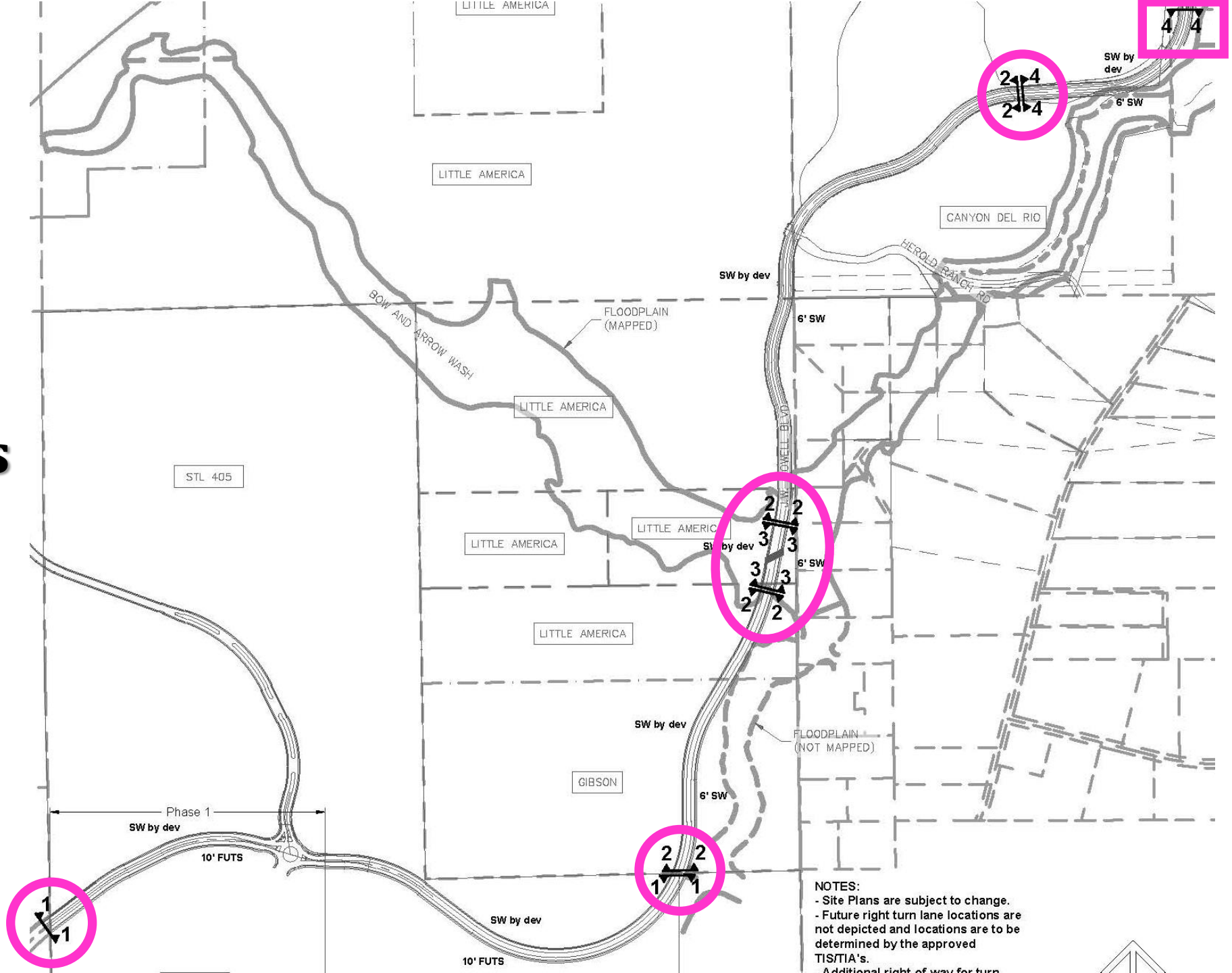
- **2022 (4x with Council)**
  - City Council approves alignment west of the South Fourth Street Corridor
- **2023**
  - Project Update and Discussion on Specific Plan and Scope of Change Order 5
- **2024 (3x with Council)**
  - Project Update *(April)*
  - Project Update *(October)*
  - Development Agreements *(December)*

Trails, Wildlife, and Open Space

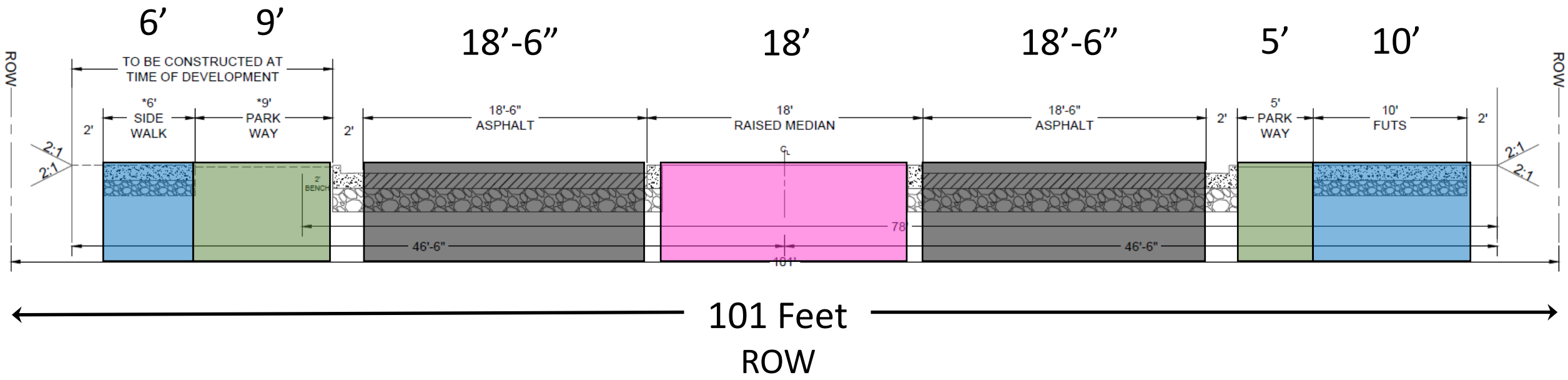
- **Arizona Trail**
  - Keeps Current Alignment
  - Continue Discussions on New Route with Property Owners
- **Rio de Flag Crossing**
  - Significant Stormwater Flow *(~3,000 CFS)*
  - Lengthy Army Corps/FEMA Process
- **Wildlife Crossing at Rio de Flag**
  - Meetings with AZ Game & Fish and Wildlife Crossing Consultant
  - Proposed Box Culvert *(Small Animals)*
  - Proposed At-Grade Crossing *(Large Animals)*

Roadway Cross-Sections

Four Types



Roadway Cross–Section One



Sidewalks/FUTS

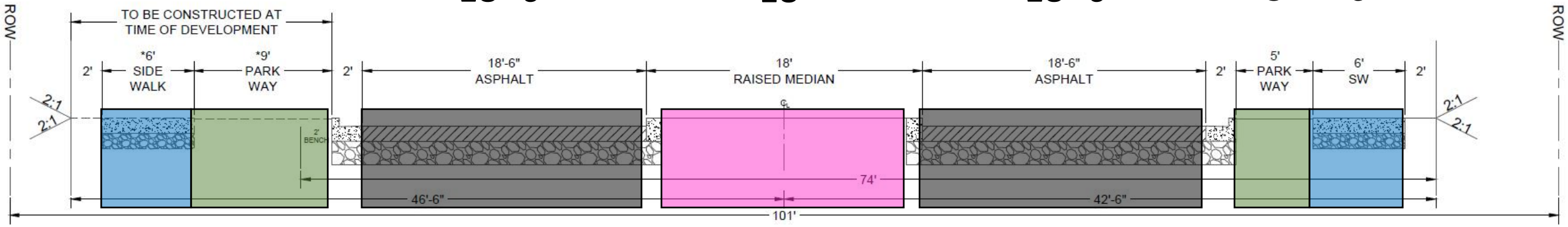
Parkway

Roadway/Bike Lane

Median

Roadway Cross–Section Two

6’ 9’ 18’-6” 18’ 18’-6” 5’ 6’



101 Feet

ROW

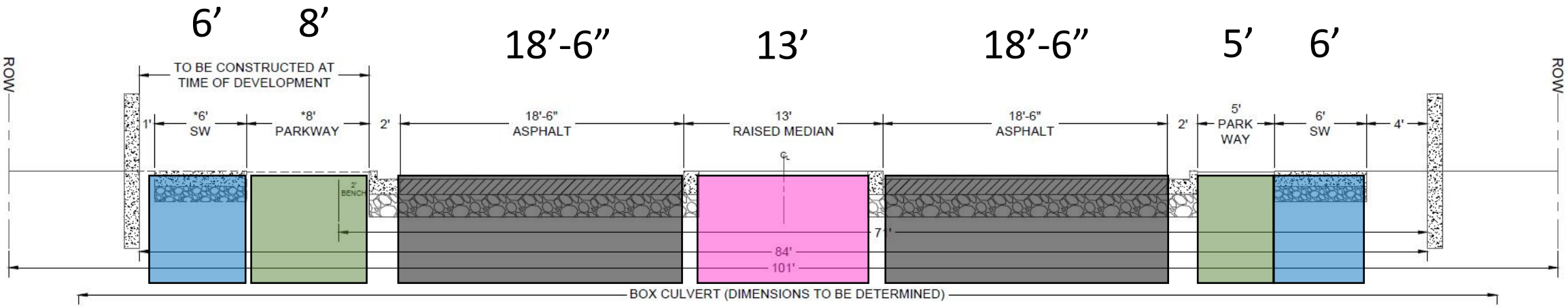
Sidewalks/FUTS

Parkway

Roadway/Bike Lane

Median

Roadway Cross–Section Three



101 Feet

ROW

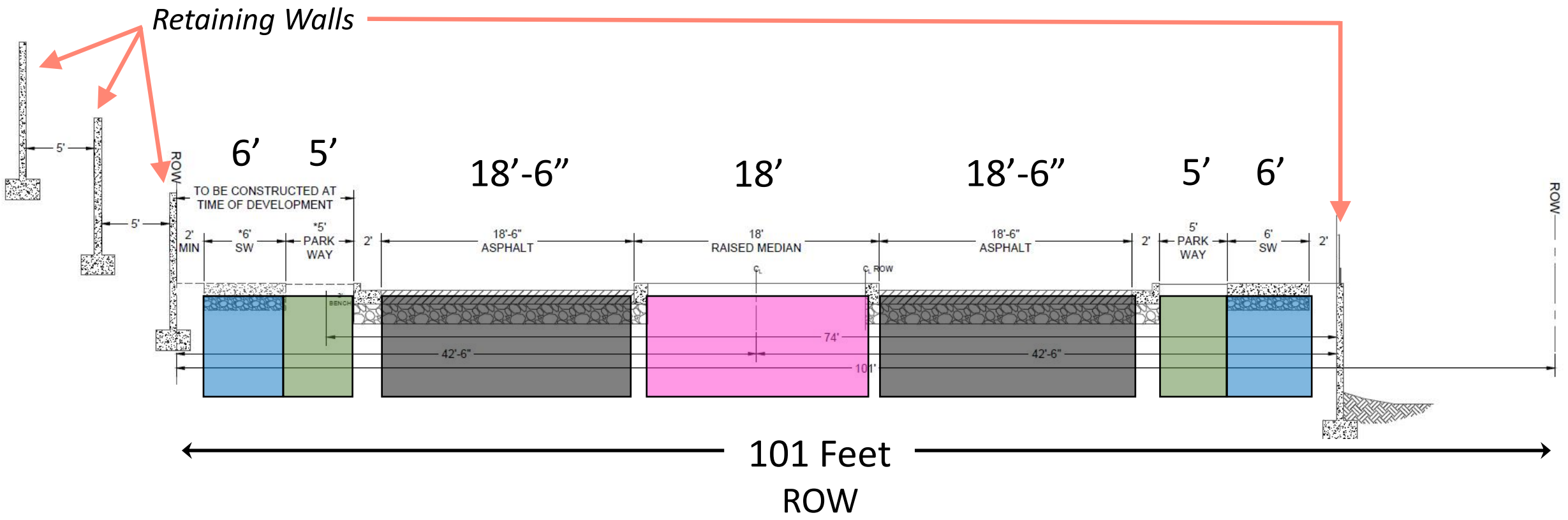
Sidewalks/FUTS

Parkway

Roadway/Bike Lane

Median

Roadway Cross–Section Four

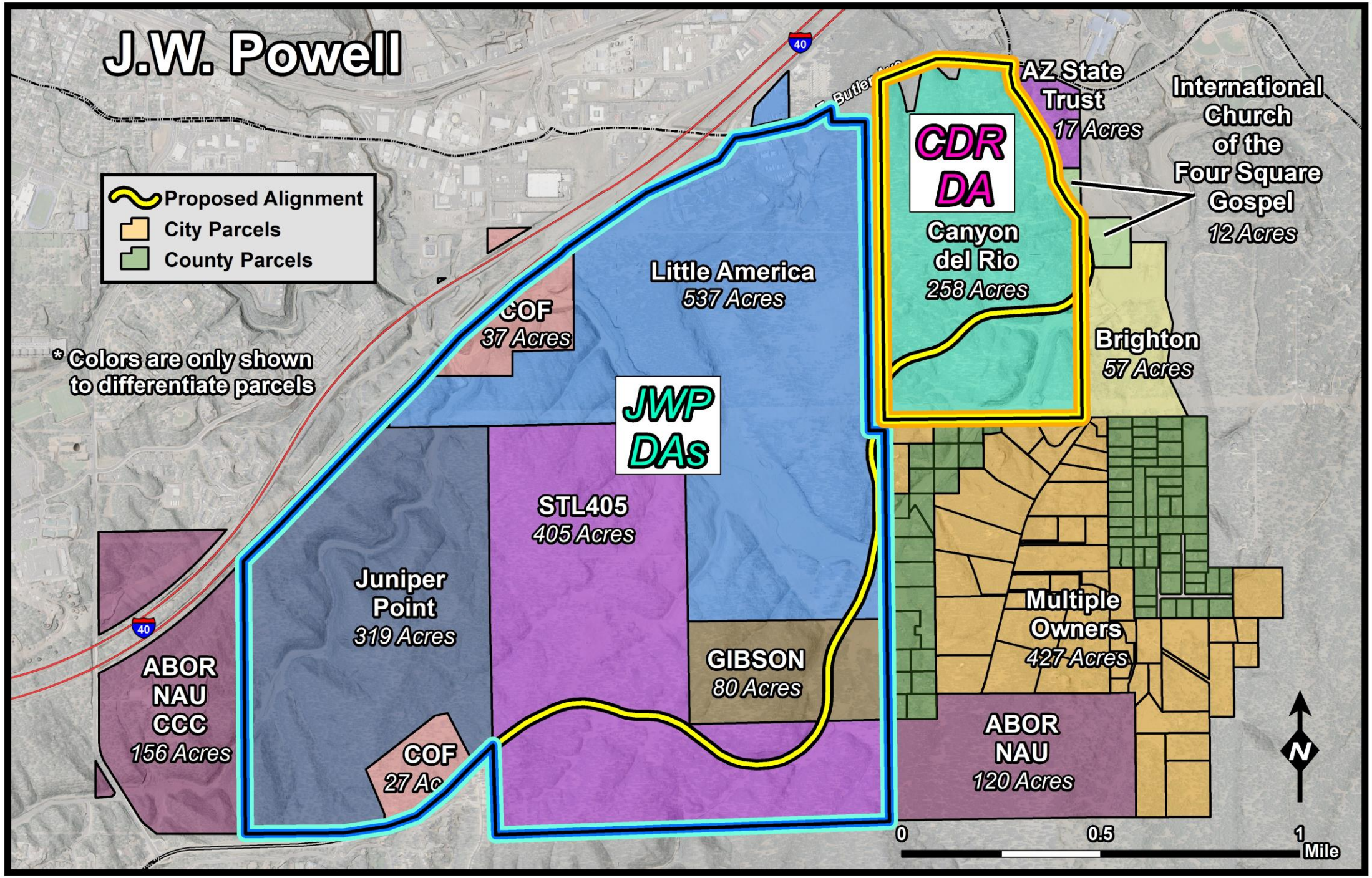


Sidewalks/FUTS

Parkway

Roadway/Bike Lane

Median


J.W. Powell
Proposed Alignment
City Parcels
County Parcels
* Colors are only shown to differentiate parcels
CDR DA
Canyon del Rio
258 Acres
AZ State Trust
17 Acres
International Church of the Four Square Gospel
12 Acres
Brighton
57 Acres
JWP DAs
Little America
537 Acres
COF
37 Acres
STL405
405 Acres
Juniper Point
319 Acres
GIBSON
80 Acres
COF
27 Ac
ABOR NAU CCC
156 Acres
Multiple Owners
427 Acres
ABOR NAU
120 Acres
40
N
0
0.5
1
Mile

JWP Specific Plan

Main Components:

- Trails and Open Space
- Transportation Network *(e.g., Collectors, Locals)*
- Public Facilities *(e.g., School and Fire)*
- Activity Centers
- Smaller-lot properties (Forest Dales)
  - Potential for improved access
  - Character of area
- City-owned property
- Rio de Flag
  - Wildlife crossings and corridors

Development Agreement

- **3 Separate Agreements**
  - Dedication and Obligations Agreement with Little America
  - Dedication and Obligations Agreement with STL405 and JP325 and Gibson
  - 1st Amendment to Canyon Del Rio Development Agreement

Development Agreement

- **Agreement with Little America**
  - Dedication of ROW at No Cost to the City
  - City to Construct JWP across Little America
  - Reimbursement if Development of Little America requiring JWP Access ccurs within 10 years
  - City to Compensate for Remnant Parcels
  - Extinguishing Herold Ranch Road as it currently lies on Little America's Property
  - Little America has no further obligation to widen JWP
  - Little America's Board still has to approve agreement

Development Agreement

- **Agreement with STL405, JP325, and Gibson**
  - Dedication of ROW by STL405 and Gibson at No Cost to the City
  - City to Construct JWP across Gibson
  - Reimbursement if Development of Gibson occurs within 10 years
  - STL405 to Construct JWP across its Property
  - Access from JWP to Southwest corner of Gibson constructed by the City. City to obtain easement from Arizona State Land Department
  - STL405, JP325, and Gibson have no further Obligation to Widen JWP

Development Agreement

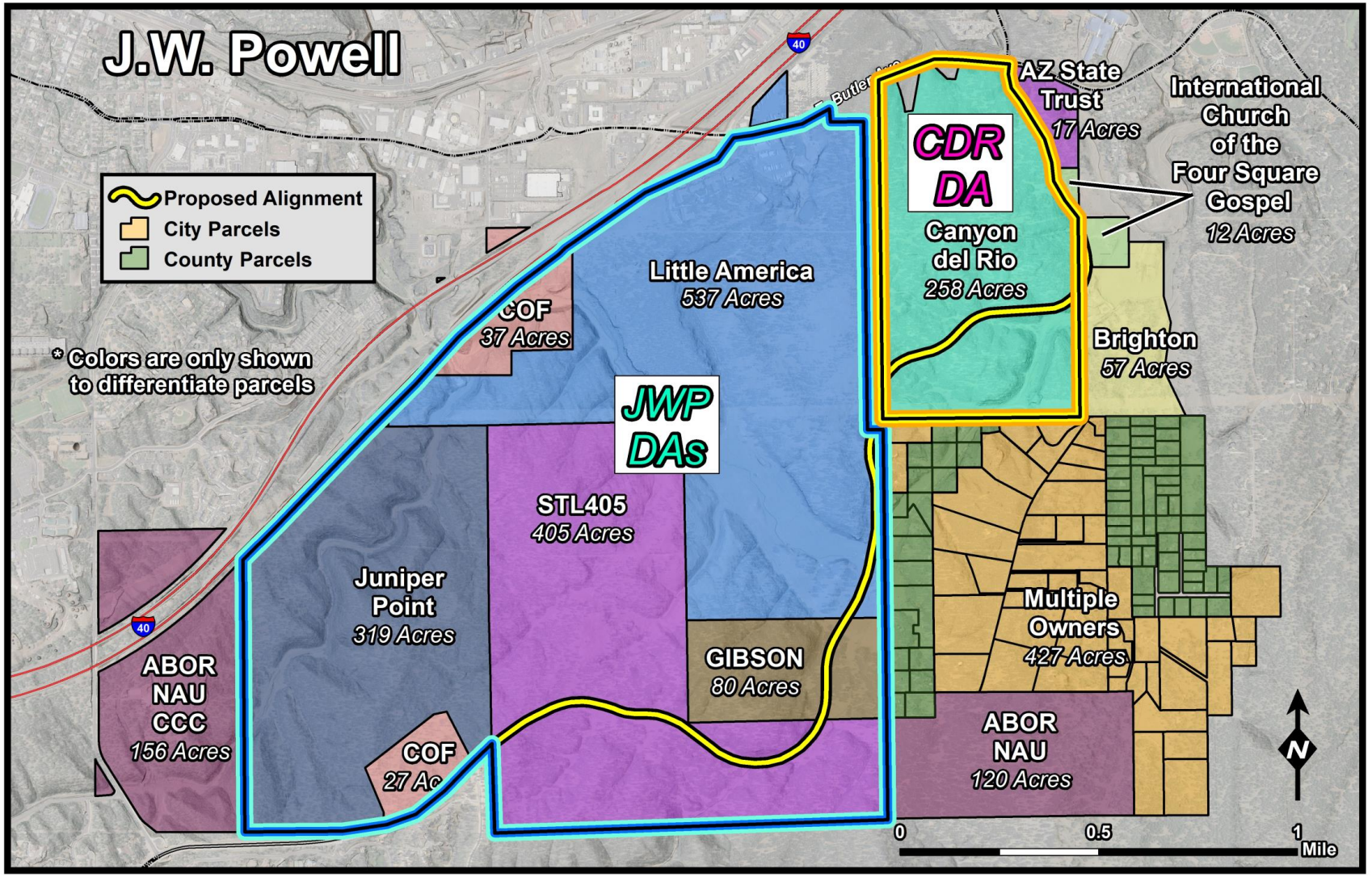
- **1st Amendment to Canyon Del Rio**
  - City to Purchase ROW across Canyon Del Rio
  - Canyon Del Rio to Construct JWP across its Property
    - JP325 to enter into separate agreement with Canyon Del Rio to pay for construction cost
  - Resource Protection Impact and Alternatives
  - Building FUTS Underpass in lieu of other obligations
  - Canyon Del Rio has no further obligation to widen JWP

J.W. Powell Extension

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

COMMENTS & QUESTIONS

www.flagstaff.az.gov/jwpspecificplan



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 11/25/2024

Meeting Date: 12/03/2024

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizens' Petition titled "Miranda Sweet Conflict of Interest"

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on November 15, 2024, requesting that the City Council "declare Miranda Sweet has a conflict of interest in any discussion or vote on a noise ordinance that includes an exemption for an area in which she owns a business."

Attached to the staff summary is a legal opinion regarding the potential conflict of interest.

Information:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2024-06
Legal Opinion Regarding Conflict of Interest

RECEIVED
NOV 15 2024
BY: SS

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17 and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Miranda Sweet Conflict of Interest

Action Requested: Declare Miranda Sweet has a conflict of Interest in any discussion or vote on a noise ordinance that includes an exemption for an area in which she owns a business

Printed Name of Submitter: CRAIG BOUCHARD

(Submitter must also sign below and complete information)

Contact Information: 9282342994 CRAIG.A.BOUCHARD@GMAIL.COM

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
11/13/24	Terri Bouchard	[redacted]	Terri Bouchard
11/13/24	Keith Hammond		
11/13/24	morgan Dry		
11/13/24	Carly Bouchard		
11/13/2024	Lilly Bouchard		
11/13/2024	Rodrick McManigal		
11/14/24	Danielle Jackson		
11/13/24	Nicholas Pareti		
11/13/24	Michael Blair		
11/13/24	James Harrington		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**
11/15/24	Stacy Saltzburg	12/3/2024

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Miranda Sweet Conflict of Interest **PAGE** 2 **OF** 4

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
11/14	Jacob Andersan	[redacted]	
11/14	Christian Buck		
11/14	Kasey Turner		
11/14	Jackson Fornander		
11/14	Alice Wescott		
11/14	Savannah Porterfield		
11/14	Dylan Booz		
11/14	Somaya Simmons		
11/14	Justin Davis		
11/14	Raven Johnson		
11/14	Kaitlyn Wilson		
11/14	Briana Befaney		
11/14	Britten Broatch		
11/14	Braeson Worcester		
11/14	Carl Luidtke		
11/14	John Schmit		
11/14	Colin Birnbaum		
11/14	Johannes Starks		
11/14	Adam Douglass		
11/14	Taylor Douglass		
11/14	Ellie Anderson		
11/14	Kelli Bader		
11/14	Britt Pupernicie		

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: MIRANDA Sweet Conflict of Interest **PAGE** 3 **OF** 4

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
11/14	Zoë Durica	[redacted]	[signature]
11/14	Olivia Wallace	[redacted]	[signature]
11/14	Shannon Dailey	[redacted]	[signature]
11/14	Ainsley Gorden	[redacted]	[signature]
11/14	Brenoon Ross	[redacted]	[signature]
11/14	Paige Hammarstr	[redacted]	[signature]
11/14	Ian Nelson	[redacted]	[signature]
11/14	Matt Kerr	[redacted]	[signature]
11/14	Ellie Sagebiel	[redacted]	[signature]
11/14	Kayli Wagner	[redacted]	[signature]
11/14	Taite Stotts	[redacted]	[signature]
11/14	Chris Le Page	[redacted]	[signature]
11/14	Amelie Umholtz	[redacted]	[signature]
11/14	Miranda theisen	[redacted]	[signature]
11/14	Eeva Schmidt	[redacted]	[signature]
11/14	LILIAN CARPENTER	[redacted]	[signature]
11/14	Porter Wilhite	[redacted]	[signature]
11/14	Jake Dean	[redacted]	[signature]
11/14	Shane Law	[redacted]	[signature]
11/14	Celene Campos	[redacted]	[signature]
11/14	Bennett Evans	[redacted]	[signature]
11/14	Tyler Helfand	[redacted]	[signature]
11/14	Charles Barclay	[redacted]	[signature]
11/14	Jonathan Boier	[redacted]	[signature]

02/2016

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Miranda Sweet Conflict of Interest **PAGE** 4 **OF** 4

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
11/14/24	Savannah Vincent	[redacted]	
11/14/24	Gabriella Driver		
11/14/24	Hope Waldrup		
11/14/24	Harrison Kelley		
11-14-24	Adam Shipp		
11/14/2024	Zoe Bailey		
11-14-24	KURZINENBERGER		
11-14-24	Brandon Bellisario		
11/14/24	Scottie Donovan		
11/14/24	Jesse Mendoza		
11/14/24	Lorenzo Ford		
11/14/24	Ryan Gunderson		
11/14/24	Arielle Feist		
11/14/24	Mathew Maurer		
11/14/24	Joseph Maurer		
11/14/24	Tyler Sopp		
11/14/24	Anders Hultgren		
11/12/24	Austin Williamson		
11/12/24	JOHN HARPER FELSCH		
11/14/24	Scott Garrett		
11/14/24	John Hunter		
11/14/24	Emily McKenzie		
11/14/24	Olivia M. Hall		

Memorandum *** Not Confidential ***

from the City Attorney's Office

To:	Mayor, Vice-Mayor, Councilmembers, City Manager, Deputy City Managers, Police Chief, City Clerk
From:	Sterling Solomon, City Attorney
Date:	November 19, 2024
Subject:	Potential Conflict of Interest of a Councilmember

BACKGROUND

Requests for a formal legal opinion came from multiple members of the City Council about a citizen's petition filed by Craig Bouchard alleging Councilmember Miranda Sweet has a conflict of interest on an agenda item related to a proposed exemption to a potential Flagstaff noise ordinance.

Miranda Sweet owns a business located at 12 E. Route 66, Suite 101, in downtown Flagstaff. The issue raised is whether, as owner of that business, Miranda Sweet as a City councilmember has a direct financial or pecuniary interest that is different/greater than other businesses where the proposed noise ordinance includes an exemption for an area in which she owns her business, and where other like businesses are located as well.

QUESTION PRESENTED

> In light of the location of her business, the number of other businesses in the area of exemption, and the industry, trade or nature of her business, does Miranda Sweet have a conflict of interest which precludes her from discussing or voting as a member of City Council on the possible adoption of an ordinance that includes an exemption for the area and trade in which she owns and operates her business, and which ordinance/exemption would not be specific to her business only?

ANALYSIS AND CONCLUSIONS

Under Arizona law, government officials both elected and appointed are subject to conflict-of-interest laws. Those statutes on conflicts of interest are generally found between A.R.S. §§ 38-501 through 38-511. These statutes set the minimum standards expected of public officers and employees who, in their official capacities, are faced with a decision that might affect their pecuniary or proprietary interests or those of a relative.

More specifically, state statute provides:

> *"A. Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase.*
>
> *B. Any public officer or employee who has, or whose relative has, a substantial interest in any decision of a public agency shall make known such interest in the official records of such public agency and shall refrain from participating in any manner as an officer or employee in such decision."* [1]

Public officers with a conflict of interest are required to disclose the conflict and refrain from discussing or contributing to the decision. [2] The general reasoning behind these laws is to avoid personal interests from impacting decisions of public officials. [3] A public official's personal financial interests, or the interests of a relative, cannot conflict with the fulfillment of her or his duties as a public official.[4]

These restrictions "apply to all public officers and employees of incorporated cities or towns, of political subdivisions and of the state and any of its departments, commissions, agencies, bodies or boards." [5] The City of Flagstaff is an incorporated city and a political subdivision of the state of Arizona, thus members of the City Council are subject to the conflict of interest laws.

Arizona laws on conflicts of interest distinguish between substantial interests and remote interests. [6] The Arizona Attorney General's Office published its updated Arizona Agency Handbook this year in 2024. The laws and cases cited in the excerpt below from the Arizona Agency Handbook are current:

> *"Substantial Interest. To determine whether a conflict of interest exists, a public officer or employee must first evaluate whether the official or the official's relative has a "substantial interest" in the matter under consideration. An interest is "substantial" if it is not defined by statute as "remote" and if it is "any pecuniary or proprietary interest, either direct or indirect," of public officers or employees or of their relatives. A.R.S. § 38-502(11). The term "interest" does not mean a mere abstract interest in the general subject or a contingent interest but is "a pecuniary or proprietary interest, by which a person will gain or lose something, as contrasted with a general sympathy, feeling or bias." Yetman, 16 Ariz. App. at 317, 492 P.2d at 1255. "[T]o violate the conflict of interest statute, a public official must have a non-speculative, non-remote pecuniary or proprietary interest in the decision at issue." Hughes v. Jorgenson, 203 Ariz 71, 74-75, 50 P.3d 821, 824-*

[1] A.R.S. § 38-503
[2] Id.
[3] Yetman v. Naumann, 16 Ariz. App. 314, 317, 492 P.2d 1252, 1255 (1972).
[4] Id.; A.R.S. § 38-503
[5] A.R.S. § 38-501(A)
[6] A.R.S. § 38-502(10) and A.R.S § 38-502(11)

25 (2002) (neither county sheriff nor his sister had a substantial interest in the sister's possible criminal prosecution); compare Ariz. Att'y Gen. Op. I03-005 (stating that school district governing board member whose employer is a public utility that supplies natural gas to areas in the district must refrain from participating in any discussions or decisions concerning the choice of power to district schools when the board member's employer is a potential supplier), with Ariz. Att'y Gen. Op. I01-009 (stating that because school board members have no pecuniary or proprietary interest in retaining an elected governing board position, they do not have a conflict of interest that would preclude them from voting on a district unification issue that would result in loss of their position).

The Legislature has determined that certain economic interests are so remote that they do not impermissibly influence a person's decisions or actions. These "remote interests" are listed in A.R.S. § 38-502(10). *Unless the interest at issue falls within one of the statutorily specified situations declared by the Legislature to be remote, the interest is substantial and creates a conflict of interest. Yetman, 16 Ariz. App. at 317, 492 P.2d at 1255."* [7]

Under Arizona's conflict of interest laws, the remote interests are listed specifically under statute. [8] One of the remote interests is commonly referred to as a "class interest." [9] The plain language of the statute listing remote interests reads, in pertinent part, as follows:

"That of a member of a trade, business, occupation, profession or class of persons consisting of at least ten members which is no greater than the interest of the other members of that trade, business, occupation, profession or class of persons." [10]

The Arizona Attorney General opined with the following explanation and examples regarding class interest as a remote interest:

"If the public officer or employee or a relative is a member of a trade, business, profession, or other class of persons, and his or her interest is no greater than the interest of the other members of the class, the public officer or employee has a remote interest in any decision affecting the class. A.R.S. § 38-502(10)(j). For example, if members of the State Board of Dental Examiners were considering approving a rule prohibiting certain types of advertising, the interest of the dentists on the Board in the decision would be no greater than that of other licensed dentists and, therefore, they would not have to disclose the interest and would be allowed to participate in the decision regarding that rule. See, e.g., Ariz. Att'y Gen. Op. I79-142." [11]

[7] Arizona Agency Handbook, Arizona Attorney General, 2024, Section 8.3 (emphases added)
[8] A.R.S. § 38-502(10)
[9] Arizona Agency Handbook, Arizona Attorney General, 2024, Section 8.3
[10] A.R.S. § 38-502(10)(j)
[11] Arizona Agency Handbook, Arizona Attorney General, 2024, Section 8.3

In Miranda Sweet's specific situation, she is a councilmember who owns a business in the downtown area. Many other people or persons also own businesses downtown where a proposed exemption is being considered as part of a noise ordinance. In essence, the proposed exemption would apply to all businesses in the area between Route 66, Cherry Ave., Humphreys St., and WC Riles St. in the downtown area. A large number or class of persons own businesses in the same specified area, and said businesses are currently in operation. Here, this area of exemption applies to a class of persons as contemplated by the statute. In the area the proposed exemption will apply to *all* businesses alike. The total number of those businesses who currently operate between Route 66, Cherry Ave., Humphreys St., and WC Riles St. is more than ten, and thus the number of business owners in that specific area is greater than ten. With her business at 12 E. Route 66, Suite 101, Miranda Sweet is one of those business owners. This means Miranda Sweet is a member of a class of business owners that exceeds ten; therefore, any conflict of interest she has is a remote conflict of interest specifically under A.R.S. § 38-502(10)(j).

In short, under the proposed noise ordinance, any business within the specified area of exemption would be treated the same as all other businesses in that same area, meaning they are the same class of business. In other words, those contemplated by this ordinance are *any and all* businesses in the area previously mentioned above where Miranda Sweet owns only one of far more than ten businesses in that same geographic area.

In addition, Miranda Sweet's business provides women's clothing, general clothing, apparel, and similar merchandise. More than ten other businesses in the same geographic area, to which the noise ordinance and exemption would potentially apply, sell and provide similar merchandise in the area between Route 66, Cherry Ave., Humphreys St., and WC Riles St. As a result, ten or more businesses to which the proposed noise ordinance would apply in general, and the exemption would apply specifically, are in the actual industry or type of business that Miranda Sweet operates, i.e., clothing and apparel. In that area of proposed exemption, the following similar businesses are readily identifiable online or through typical searches on basic GPS technological applications, or even casually walking the downtown area by foot:

1. 22 Leroux
2. Aspen Sports
3. Babbitt's Backcountry
4. Basement Marketplace
5. Black Hound Gallerie
6. Flagstaff General Store
7. Incahoots
8. Mountain Sports Flagstaff
9. Peace Outfitters (formerly Peace Surplus)
10. Rainbow's End (owned by Miranda Sweet)
11. Rooster Men's Shop
12. Sage Brush Trading Co.

13. Shoes & Such[12]

This is a list of ten-plus businesses in the geographic area where the proposed exemption may apply. There may be other such businesses as well, thus this list is not all-inclusive. This means there are already more than ten businesses in the same trade, industry, and/or profession as the business owned by Miranda Sweet to which a potential exemption under the noise ordinance would apply.[13] This is of importance to the analysis of a potential conflict of interest due to the language previously cited above, and now specifically quoted from A.R.S. § 38-502(10)(j) as shown verbatim here:

> *"That of a member of a trade, business, occupation, profession or class of persons consisting of at least ten members which is no greater than the interest of the other members of that trade, business, occupation, profession or class of persons."*[14]

As part of a class of more than ten other similar businesses providing similar products, Mirana Sweet's business interest is also a remote interest, but only so long as matters considered by the City Council impact the class her business is in, as a whole, and not her business singularly.[15]

Miranda Sweet's interests discussed above are remote as defined by Arizona law.[16] By statute, she is not prevented from participating in City Council discussions or recommendations related to the proposed noise ordinance or the proposed exemption to the same; nor is she required to disclose a remote conflict on any personal interests related to the noise ordinance. [17] This is so because the noise ordinance will apply to all businesses across the City, more than ten businesses in the geographic class/area, and more than ten businesses in the industry, not just the business owned by Miranda Sweet herself.[18]

Any enforcement of the potential noise ordinance and/or exemption will only impact Miranda Sweet as a member of a class of ten or more where her interest is no greater than the other members of the class.[19] By statute, her interest will be a remote interest under those circumstances, so long as the class is greater than ten and her interest is no greater than the other members of the class. [20]

In the coming days and weeks, the City Council will consider the potential noise ordinance and potential exemption. Although direction was given to staff by the City Council to bring options for the noise ordinance and an exemption, Miranda Sweet indicated on the record at the last City Council meeting on November 12, 2024, that she is still considering all of the options, as did many other members of City Council.

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[12] A.R.S. § 38-502(10)(j)
[13] A.R.S. § 38-502(10)(j)
[14] Id.
[15] Id.
[16] Id.
[17] Id.
[18] Id.
[19] Id.
[20] Id.

Miranda Sweet did propose the specific area of exemption at that meeting. Despite that proposal, the fact that she is in a class of business owners greater than ten means any conflict Miranda Sweet has is a remote conflict of interest under statute as already mentioned above. [21]

CONCLUSION

Any conflict of interest which Miranda Sweet potentially has as a member of the City Council by virtue of her ownership of a business downtown where a potential exemption in the noise ordinance is proposed is clearly a remote conflict of interest. Therefore, because any conflict Miranda Sweet potentially has would only be a remote conflict of interest, she is not precluded from participating in discussions related to the noise ordinance or the exemption proposed, nor is she required to disclose any potentially remote conflict. [22]

Miranda Sweet's clothing and apparel business is part of a class of more than ten other businesses that provide similar products, thus her interest in the business is a remote interest in the context of the question presented in this legal opinion.[23]

Any conflicts Miranda Sweet may have as a business owner downtown within the boundaries of Flagstaff are remote conflicts because there are more than ten businesses in that industry downtown in the area of proposed exemption to the noise ordinance, and Miranda Sweet is part of a class of ten with no greater interest than others in that same class, only so long as the geographic area remains as proposed. [24]

Finally, a petition was filed by citizens inquiring about a conflict of interest, so members of the City Council requested a formal legal opinion. Such formal opinions on a conflict of interest are *not* confidential under Arizona law. [25] This opinion will be on file with the City Clerk available to any who make a public records request for the same. [26]

[21] Id.
[22] A.R.S. § 38-502(10)(j)
[23] Id.
[24] Id.
[25] A.R.S. § 38-507
[26] Id.