CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JUNE 3, 2025

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 SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

4. OPEN CALL TO THE PUBLIC

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

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

5. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation**: Gun Violence Prevention

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

6. COUNCIL LIAISON REPORTS

7. LIQUOR LICENSE PUBLIC HEARINGS

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

STAFF RECOMMENDED ACTION:

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

The City Council has the option to:

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

A. **Consideration and Action on Liquor License Application**: Trace Ward, "City of Flagstaff - Express Flagstaff Visitor Center" 6200 S. Pulliam Drive, Series 05, (Government Liquor License), New License

STAFF RECOMMENDED ACTION:

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

8. CONSENT AGENDA

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

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

A. **Consideration and Approval of Contract:** Contract for Professional Engineering Services to Peak Engineering, Inc. for the Annual Street Maintenance Program (2026-2028) in the amount of $991,950.00.

STAFF RECOMMENDED ACTION:

1. Award the Contract for Professional Engineering Services to Peak Engineering, Inc. for the Annual Street Maintenance Program (2026-2028) in the amount of $991,950.00; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Ratification of Letter of Support:** Recommendations for 2025 Surface Transportation Reauthorization Bill

STAFF RECOMMENDED ACTION:

Retroactively approve the recommendations.

C. **Consideration and Approval of Contract:** Approve the Second Amendment to the Comprehensive Community Food Systems Assessment

STAFF RECOMMENDED ACTION:

1. Approve the Second Amendment to the Contract with New Venture Advisors; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Approve the First Amendment to the contract for Public Defender Services provided by Harris & Winger, P.C.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment for Public Defender Services with Harris & Winger, P.C. in the amount of $161,377.62.
2. Authorize the City Manager to execute all necessary documents.

E. **Consideration and Approval of Contract:** Cooperative contract for the purchase of Law Enforcement Staffing Solutions from Performance Protocol for the Flagstaff Police Department.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase of the Performance Protocol Law Enforcement Staffing Solutions consulting program for the Flagstaff Police Department.
2. Authorize the City Manager to execute the necessary documents.

F. **Council Confirmation of Direction:** Council met in executive session on June 3, 2025 to consult with and give instructions and direction to its legal counsel regarding the Canyon Del Rio development agreement and purchase of right of way.

STAFF RECOMMENDED ACTION:

Direct staff to follow City Council instruction and direction given in executive session

9. ROUTINE ITEMS

A. **Consideration and Approval of Preliminary Plat:** Capstone Homes requests Preliminary Plat approval for Atlas at Timber Sky located at 2490 S Alvan Clark Blvd, a 60-lot single-family subdivision on 6.36 acres in the High-Density Residential (HR) Zone.

STAFF RECOMMENDED ACTION:

Staff recommends City Council approve this Preliminary Plat in accordance with the findings presented in this report.

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:** FY2024 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 of the Adoption of Resolution No. 2025-33:** A resolution of the Flagstaff City Council, adopting the Greater Observatory Mesa Natural Area Plan.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-33 by title only
2. City Clerk reads Resolution No. 2025-33 by title only (if approved above)
3. Adopt Resolution No. 2025-33

B. **Consideration and Adoption of Resolution No. 2025-31:** A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative budget for Fiscal Year 2025-26.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-31 by title only
2. City Clerk reads Resolution No. 2025-31 by title only (if approved above)
3. Adopt Resolution No. 2025-31

C. **Consideration and Adoption of Resolution No. 2025-34:** A resolution of the Flagstaff City Council adopting a Notice of Intention to increase fees; and setting a public hearing date on August 26, 2025.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-34 by title only
2. City Clerk reads Resolution No.2025-34 by title only (if approved above)
3. Adopt Resolution No. 2025-34

D. **Consideration and Adoption of Resolution No. 2025-30:** A resolution approving the City of Flagstaff's 2025 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD)

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-30 by title only
2. City Clerk reads Resolution No. 2025-30 (if approved above)
3. Adopt Resolution No. 2025-30

E. **Consideration and Adoption of Resolution No. 2025-36:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement with Coconino County for a Recreational Trail (near the San Francisco Peaks).

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-36 by title only
2. City Clerk reads Resolution No. 2025-36 by title only (if approved above)
3. Adopt Resolution No.2025-36

F. **Consideration and Adoption of Resolution No. 2025-24:** A resolution of the Flagstaff City Council, approving an Amended and Restated Master Intergovernmental Agreement between the City of Flagstaff (City), Coconino County (County), Northern Arizona University (NAU), and the Coconino Community College District (CCC) for the support of the Northern Arizona Intergovernmental Public Transit Authority (NAIPTA) or Mountain Line.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-24 by title only
2. City Clerk reads Resolution No. 2025-24 by title only (if approved above)
3. Adopt Resolution No. 2025-24

G. **Consideration and Approval:** Use of the Council Initiative Fund.

STAFF RECOMMENDED ACTION:

1. Consideration of the use of the Council Initiative Fund to support Flagstaff Family Food Center and Juneteenth events.
2. Consideration of the use of the Council Initiative Fund for any other programs Council may like to consider funding within this fiscal year.

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 request by Councilmember Spence to place on a future agenda a discussion regarding the method and timing for the selection of the vice mayor.

STAFF RECOMMENDED ACTION:

Council Direction

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Garcia to place on a future agenda a discussion on the High Occupancy Housing Plan.

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 _____, 2025.

_____
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, Deputy City Clerk

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:
Proclamation: Gun Violence Prevention

STAFF RECOMMENDED ACTION:

Read and present the Proclamation.

Executive Summary:

Financial Impact:
Project Name:
Cost:
Account Number Budgeted:
FY Budgeted Amount:
Grant Funded:
Funding Source:

Policy Impact:

Previous Council Decision or Community Discussion:

Options and Alternatives to Recommended Action:

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments: Proclamation

City of Flagstaff – Office of the Mayor

Proclamation

WHEREAS, every day, an average of 125 Americans are killed by gun violence and there are more than 19,000-gun homicides every year and Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, Arizona has 1,228-gun deaths every year, with a rate of 16.4 deaths per 100,000 people. Arizona has the 16th highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all gun homicides in the nation occurring in 42 cities; and

WHEREAS, cities across the nation, including Flagstaff, are working to end the senseless violence with evidence-based solutions and protecting public safety in the communities they serve is one of a mayor's highest responsibilities; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away those who are a danger to themselves or others; and

WHEREAS, mayors and law enforcement officers know their communities best, and are the most familiar with local criminal activity and how to address it; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 6, 2025, to recognize her 28th birthday (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to Hadiya and other victims of gun violence, and the loved ones of those victims; and

WHEREAS, to help honor Hadiya, the more than 100 Americans whose lives are cut short, and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 6, 2025, the first Friday in June, as the 6th National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, I, BECKY DAGGETT, MAYOR OF THE CITY OF FLAGSTAFF, declare the first Friday in June, June 6, 2025, to be

NATIONAL GUN VIOLENCE AWARENESS DAY

DATED this 3rd day of June 2025

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Action on Liquor License Application: Trace Ward, "City of Flagstaff - Express Flagstaff Visitor Center" 6200 S. Pulliam Drive, Series 05, (Government Liquor License), 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 5 license allows for a government agency to sell and serve spirituous liquor solely for consumption on the premises. If approved, the City of Flagstaff - Express Flagstaff Visitor Center will be the 7th active series 05 license in Flagstaff.

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

The application was properly posted on May 5, 2025 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; or
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Connection to PBB Priorities and Objectives:

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

Connection to Regional Plan:
not applicable

Connection to Carbon Neutrality Plan:
not applicable

Connection to 10-Year Housing Plan:
not applicable

Attachments:
Letter to Applicant
Hearing Procedures
PD Memo
PD Supplemental Report
Code Memo
Series 05 Description
Map

CITY OF
FLAGSTAFF

Office of the City Clerk

5/20/2025

Trace Patrick Ward
211 W. Aspen Ave.
Flagstaff, AZ 86001
tward@flagstaffaz.gov

Dear Mr. Ward,

Your application for a Series 05 (Government) Liquor License for City of Flagstaff – Express Flagstaff Visitor Center located at 6200 S. Pulliam Dr., Flagstaff, AZ was posted on May 5, 2025. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **June 3, 2025, 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 May 25, 2025, 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
Deputy City Clerk

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. Should you wish to address Council about your application you are allotted time 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.

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.

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 #25-031

TO: **Chief Connolly**

FROM: **Det. Wotasik #612**

DATE: **May 19th, 2025**

RE: **New Application – Series 05 (Government) Liquor License Application– City of Flagstaff Express Visitor Center**

On May 19th, 2025, I initiated an investigation into a new application for a Series 05 (Government) liquor license filed by Trace Ward (Agent) and Jessica Johnson (Manager). This is for a new application, and the application number is 345673. It is for City of Flagstaff Express Visitor Center, located at the Flagstaff Airport 6200 S Pulliam Dr, Flagstaff AZ 86005

I conducted a query through local systems and public access on Trace and Jessica. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and discovered 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.

City of Flagstaff Express Visitor Center (Series 05 Government)

Agent: Trace Ward

OnCall:

- No records

AZ Public Access:

- No records

Liquor License History:

- No records

Manager: Jessica Johnson

OnCall:

- No derogatory records

AZ Public Access:

- No derogatory records

Liquor License History:

- No records

Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Michelle McNulty, Planning Director

Date: May 21, 2025

Re: Application for Liquor License #345673
6200 S Pulliam Dr., Flagstaff, Arizona 86005
Assessor's Parcel Number 116-61-001
Trace Patrick Ward on behalf of Express Flagstaff Visitor Center

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This application is a request for a new Series 5 Government liquor license by Trace Patrick Ward on behalf of Express Flagstaff Visitor Center. This business is located within the Public Facility 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 Type: Series 5 Government

Non-transferable
On-sale retail privileges

PURPOSE:
Allows the holder of a government license to sell and serve spirituous liquor solely for consumption on the premises for which the license is issued. The license is issued in the name of a county, city, town, state university or the Arizona Coliseum and exposition centerboard whose governing body has authorized its use. A separate license is required for each premise upon which spirituous liquor is served. The application must designate, for each location, a manager or other individual responsible for administering the license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:
Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar. An Employee 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.

6200 S. Pulliam Dr.

0 0.03 0.06 0.11 0.17 0.22

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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.

5/20/2025 4:29 PM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jarrett Nelson, Public Works Sr. Project Manager

Co-Submitter: Sam Beckett

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Approval of Contract: Contract for Professional Engineering Services to Peak Engineering, Inc. for the Annual Street Maintenance Program (2026-2028) in the amount of $991,950.00.

STAFF RECOMMENDED ACTION:

1. Award the Contract for Professional Engineering Services to Peak Engineering, Inc. for the Annual Street Maintenance Program (2026-2028) in the amount of $991,950.00; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Public Works Streets Section maintains over 700 lane miles of roadway surface infrastructure for the citizens, regional community members, and visitors. Roadways throughout the city vary in design and capacity. In addition to automobile travel, all modes of transportation are integrated and encouraged within the right of way. Modes of travel such as transit, bicycle, and pedestrian opportunities are prevalent and the Streets Section strives to provide transportation infrastructure that is well-connected and as safe as possible for travel, regardless of the chosen mode. The City's annual Street Maintenance Program is an effort to improve aging infrastructure within our existing transportation network. Planning efforts include an evaluation of the asphalt surface, edge treatments, recent overlay project sections, roads that meet maintenance needs, and road stripe engineering. Once the identified needs are prioritized, the Streets Section utilizes funding provided from two sources to address the needs. The first source of revenue is Highway User Revenue Funds (HURF), or what's commonly referred to as the gas tax, a state shared revenue. The second source of revenue provided is sales tax proceeds collected as a result of the 2014 voter-approved Road Repair and Street Safety Program (RRSS). This City Council action, if approved, will allow for the engineering and design of the Annual Street Maintenance Program for 2026, 2027 and 2028.

Financial Impact:

Project Name: 2026, 2027, 2028 Road Repair and Street Safety Design
Cost: $991,950.00
Account Number Budgeted: 046-06-163-3321-6-4443
FY2025-26 Budgeted Amount: $13,553,983
Grant Funded: No
Funding Source: Prop 406 special sales tax

Policy Impact:

The award of the Contract for Professional Engineering Services to Peak Engineering, Inc. will authorize the design of the Annual Street Maintenance Program (2026-2028). The Contract will ensure that the City maintains its streets and provide for a well-protected and increased overall condition index for our roadways. The City of Flagstaff community continues to support initiatives creating and maintaining quality infrastructure throughout our transportation network.

Previous Council Decision or Community Discussion:
The City Council has approved contracts for professional engineering services in previous years for the annual street maintenance program. Transportation maintenance programs have been a topic of discussion in previous sessions. Direction and feedback has been provided in multiple forums, such as the goal-setting process, the annual budgetary process, and community service delivery expectation discussions. Clear direction has been provided to maintain our transportation system, establish asset inventory, deliver capital renewal programs and meet community expectations.

Options and Alternatives to Recommended Action:

1. Approve the Contract for Professional Engineering Services Contract to Peak Engineering, Inc. for the Annual Street Maintenance Program (2026-2028); or
2. Do not approve the contract and direct staff to re-solicit the services or provide alternative direction.

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

A RSOQ (Request for Statement of Qualifications) seeking an engineer to design the Annual Street Maintenance Program (2026-2028) was posted January 9, 2025, closing February 10, 2025. After reviewing all six of the SOQ's (statement of qualifications), a diverse selection panel deemed Peak Engineering Inc. to be the most qualified firm to complete the required work.

Final scoring:
Peak - 458
Ardurra - 434
Burges & Niple - 383
Remal - 381
C D & E - 361
Golden Peak - 94

Connection to PBB Priorities and Objectives:
The maintenance of the transportation system is a critical part of "high performing governance" that supports not only community members but first responders to deliver their services and is a high priority in PBB.

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

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Attachments: Professional Services Contract

CONTRACT FOR A/E PROFESSIONAL SERVICES
Public Works Projects (T34)
Contract No.: 2025-96

The Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Peak Engineering, Inc., an Arizona Corporation ("Firm").

WHEREAS, the City desires to receive and Firm is able to provide professional services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Firm (the "Parties") agree as follows:

SERVICES

1. Scope of Work: Firm shall provide the professional services generally described as follows:

PROFESSIONAL ENGINEERING DESIGN SERVICES
ANNUAL STREET MAINTENANCE PROGRAM (2026-2028)

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

2. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit(s) A.1 or A.2.*

3. Key Personnel/Subcontractors: Firm's Key Personnel, Subcontractors (if any), are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

4. City Representative: The City Representative is **Jarrett Nelson, Project Manager** or his designee. All communications to the City shall be through the City Representative.

5. City Cooperation: The City will cooperate with Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Firm's performance of this Contract.

CONTRACT TERM

6. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions, attached hereto as *Exhibit B.* The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed.

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

8. Unilateral Extension: The Contract may be unilaterally extended for ninety (90) days. The City Manager or their designee (the Purchasing Director) shall have the authorize to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

PAYMENT

9. Compensation: Firm shall be paid for satisfactory performance of the services in an amount not to exceed **nine hundred ninety-one thousand nine hundred fifty dollars and zero cents ($991,950.00),** including fees and taxes, in accordance with the Fee Schedule attached hereto as *Exhibit A.2.*

10. Price Adjustment: Any price adjustment must be approved by mutual written consent of the Parties through a change order brought by the City Representative to the Change Order Committee. The City Manager or his/her designee may approve a change order if the total amount of all change orders, as amended, is less than $100,000 cumulative; otherwise, City Council approval is required.

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Firm in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Firm agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Firm may have in the materials it prepares under this Contract, including any right to derivative use of the material.

12. Re-Use: The City may use the City's work product without further compensation to Firm; provided, however, that the City's reuse without written verification or adaption by Firm for purposes other than contemplated herein is at the City's sole risk and without liability to Firm. Firm shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Firm or any third parties without the City's prior written consent.

13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Firm shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Firm in performance of this Contract, whether complete or in process.

INSURANCE

14. Insurance: Firm shall meet insurance requirements of the City, as set forth in *Exhibit C.*

MISCELLANEOUS

15. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
emarkel@flagstaffaz.gov

To Firm:
Tom Smith
Peak Engineering, Inc.
201 E. Birch Ave. #3
Flagstaff, Arizona 86001
tom@peakegr.com

With a copy to:
Jarrett Nelson
Project Manager
City of Flagstaff
3200 W. Route 66
Flagstaff, Arizona 86001
jarrett.nelson@flagstaffaz.gov

16. 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.

Peak Engineering, Inc.

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

CITY OF FLAGSTAFF PUBLIC WORKS

Annual Street Maintenance Program (2026-2028)
Proposed Scope of Services
APRIL 18, 2025

Project Understanding

The proposed scope of work includes data collection and development of construction documents for the annual street maintenance program. The location of annual improvements within the city changes year-to-year but the budgets are projected as constant. It is expected that the annual street maintenance budget for mill & overlay and associated concrete improvements is ~$3.5M, while the annual street maintenance budget for the surface seal program (chip/fog/etc.) and associated concrete improvements is ~$2.5M.

This scope of services presents a consistent approach to development of construction documents that will be used each year of the contract. While the approach will remain consistent each year, it is understood that available budgets may be changed (increased or decreased) and may be cause for adjustments to the design fees.

Peak Engineering will subcontract with a professional land surveying company for surveying and mapping services, as necessary and a geotechnical engineering company for asphalt coring and geotechnical investigations as necessary. An annual allowance has been included in the proposal for subconsultants that will only be used if authorized by the City Public Works Project Manager. Other subconsultant disciplines may be used if determined it is in the best interest of the project. Additional fees may apply.

SCOPE OF SERVICES

TASK 1: 2026 PROGRAM

Peak Engineering may provide the following tasks and sub-tasks depending on the specific program needs for this program year:

2025 Construction Phase Support

- Participate in pre-construction and construction phase meetings as requested.
- Walk the project streets with the CM@R Contractor and mark the removals in paint for the City and Contractor to use during construction.
- Provide engineering support as requested by the City of Flagstaff Public Works Project Manager.

Data Collection & 30% Construction Documents

- Review, compile, organize and prepare for use, street programming and applicable data from the City of Flagstaff and utility companies, including OCI data, utility basemaps, and GIS information.
- Conduct field data collection activities for both programs (mill & overlay and surface seal). This will include street lengths, widths, concrete replacements, utility appurtenance data, existing survey monuments, existing street markings and infrastructure that may be impacted by construction. *Note that data collection is based on field observations and not survey-grade data collection.*

- Download, organize and manage the data obtained during field data collection activities.
- Conduct quality control activities to confirm data collection and organization.
- Participate in bi-weekly meetings with the City Public Works Department.
- Prepare 30% cover sheet and general notes sheet for each program (overlay and seal).
- Prepare preliminary layout sheets for each street in each program (overlay and seal).
- Prepare preliminary Improvement Schedules of Quantities for each program.
- Prepare a preliminary opinion of probable construction cost for each program (overlay and seal).
- Review 30% documents with the City of Flagstaff Public Works and CM@R.

Deliverables: 30% Construction Documents, Opinion of Probable Construction Cost

60% Construction Documents

- Prepare responses from the 30% review meeting/submittal in a comment response form.
- Revise the included streets based on comments received at the 30% review. These revisions will largely be based on project conflicts.
- Attend and participate in bi-weekly meetings with the City Public Works Department and others as invited.
- Conduct topographic surveying (if necessary) of elements requiring civil engineering design. Authorization to use the topographic surveying allowance will be obtained from the City Public Works Project Manager prior to commencing.
- Begin asphalt coring of mill & overlay streets and geotechnical investigations (if necessary). Authorization to use the Geotechnical Engineering allowance will be obtained from the City Public Works Project Manager prior to commencing.
- Update the Cover Sheets and General Notes Sheets in each program to reflect program changes.
- Prepare 60% detail sheet(s) for each program.
- Prepare existing striping sheets for review by the City Traffic Department.
- Prepare 60% sheets for each street in each program. Surface and edge improvements may be combined or separate at the discretion of the Engineer.
- Update the Improvement Schedules of Quantities for each program based on 30% review comments.
- Update the opinion of probable construction cost for each program based on 30% review comments.
- Prepare Draft Special Provisions.
- Conduct internal quality control reviews.
- Submit 60% Construction Documents to the City of Flagstaff and CM@R for review and comment. The City Public Works Project Manager will coordinate and manage submittals within the City.
- Submit 60% Construction Documents to ADOT (if necessary) and franchise utilities for review and approval.

Deliverables: 60% Construction Documents, Opinion of Probable Construction Cost

Pre-Final 90% Construction Documents

- Prepare comment responses from the 60% review in a comment response form.
- Revise the included streets based on comments received at the 60% review. These revisions will largely be based on budget constraints.
- Attend and participate in bi-weekly meetings with the City Public Works Department and others as invited.
- Update the Cover Sheets, General Notes Sheets, and Details Sheets to reflect program changes.
- Update striping sheets based on direction from the City Traffic Department.

- Prepare 90% construction plan sheets for each street in each program.
- Update the Improvement Schedules of Quantities for each program based on 60% review comments.
- Update the opinion of probable construction cost for each program based on 60% review comments.
- Prepare updated Special Provisions.
- Conduct internal quality control reviews.
- Submit Pre-Final Construction Documents to the City of Flagstaff and CM@R for review and comment.
- Submit Pre-Final Construction Documents to ADOT for permitting, if required.
- Coordinate with franchise utilities to obtain project approval letters.

Deliverables: Pre-Final 90% Construction Documents, Opinion of Probable Construction Cost. Documents at this stage are not sealed by a Registered Professional Engineer unless required by a permitting authority.

Final 100% Construction Documents

- Prepare comment responses from the Pre-Final 90% review in a comment response form.
- Revise the construction documents based on comments received at the Pre-Final submittal.
- Attend and participate in bi-weekly meetings with the City of Flagstaff and others as invited.
- Finalize the Cover Sheets, General Notes Sheets, and Details Sheets to reflect comments.
- Finalize striping sheets.
- Finalize 100% construction plan sheets for each street in each program.
- Finalize the Improvement Schedules of Quantities for each program.
- Finalize the opinion of probable construction cost for each program.
- Finalize Special Provisions.
- Conduct internal quality control reviews.
- Submit Final Construction Documents to the City of Flagstaff for approval.
- Coordinate with franchise utilities to obtain project approval letters, as necessary.

Deliverables: Final 100% Construction Documents, Opinion of Probable Construction Cost. Documents at this stage are sealed by a Registered Professional Engineer.

Civil Engineering Design (Allowance)

The civil engineering design task is included as an allowance for the City of Flagstaff Public Works Project Manager to authorize if civil engineering design is required while preparing construction documents each program year.

Construction Phase Support

- Participate in pre-construction and construction phase meetings as requested.
- Walk the project streets with the CM@R Contractor and mark the removals in paint for the City and Contractor to use during construction.
- Provide engineering support as requested by the City of Flagstaff Public Works Project Manager.

TASK 2: 2027 PROGRAM

Peak Engineering may provide the following tasks and sub-tasks depending on the specific program needs for this program year:

Data Collection & 30% Construction Documents

- Review, compile, organize and prepare for use, street programming and applicable data from the City of Flagstaff and utility companies, including OCI data, utility basemaps, and GIS information.
- Conduct field data collection activities for both programs (mill & overlay and surface seal). This will include street lengths, widths, concrete replacements, utility appurtenance data, existing survey monuments, existing street markings and infrastructure that may be impacted by construction. *Note that data collection is based on field observations and not survey-grade data collection.*
- Download, organize and manage the data obtained during field data collection activities.
- Conduct quality control activities to confirm data collection and organization.
- Participate in bi-weekly meetings with the City Public Works Department.
- Prepare 30% cover sheet and general notes sheet for each program (overlay and seal).
- Prepare preliminary layout sheets for each street in each program (overlay and seal).
- Prepare preliminary Improvement Schedules of Quantities for each program.
- Prepare a preliminary opinion of probable construction cost for each program (overlay and seal).
- Review 30% documents with the City of Flagstaff Public Works and CM@R.

Deliverables: 30% Construction Documents, Opinion of Probable Construction Cost

60% Construction Documents

- Prepare responses from the 30% review meeting/submittal in a comment response form.
- Revise the included streets based on comments received at the 30% review. These revisions will largely be based on project conflicts.
- Attend and participate in bi-weekly meetings with the City Public Works Department and others as invited.
- Conduct topographic surveying (if necessary) of elements requiring civil engineering design. Authorization to use the topographic surveying allowance will be obtained from the City Public Works Project Manager prior to commencing.
- Begin asphalt coring of mill & overlay streets and geotechnical investigations (if necessary). Authorization to use the Geotechnical Engineering allowance will be obtained from the City Public Works Project Manager prior to commencing.
- Update the Cover Sheets and General Notes Sheets in each program to reflect program changes.
- Prepare 60% detail sheet(s) for each program.
- Prepare existing striping sheets for review by the City Traffic Department.
- Prepare 60% sheets for each street in each program. Surface and edge improvements may be combined or separate at the discretion of the Engineer.
- Update the Improvement Schedules of Quantities for each program based on 30% review comments.
- Update the opinion of probable construction cost for each program based on 30% review comments.
- Prepare Draft Special Provisions.
- Conduct internal quality control reviews.
- Submit 60% Construction Documents to the City of Flagstaff and CM@R for review and comment. The City Public Works Project Manager will coordinate and manage submittals within the City.
- Submit 60% Construction Documents to ADOT (if necessary) and franchise utilities for review and approval.

Deliverables: 60% Construction Documents, Opinion of Probable Construction Cost

Pre-Final 90% Construction Documents

- Prepare comment responses from the 60% review in a comment response form.
- Revise the included streets based on comments received at the 60% review. These revisions will largely be based on budget constraints.
- Attend and participate in bi-weekly meetings with the City Public Works Department and others as invited.
- Update the Cover Sheets, General Notes Sheets, and Details Sheets to reflect program changes.
- Update striping sheets based on direction from the City Traffic Department.
- Prepare 90% construction plan sheets for each street in each program.
- Update the Improvement Schedules of Quantities for each program based on 60% review comments.
- Update the opinion of probable construction cost for each program based on 60% review comments.
- Prepare updated Special Provisions.
- Conduct internal quality control reviews.
- Submit Pre-Final Construction Documents to the City of Flagstaff and CM@R for review and comment.
- Submit Pre-Final Construction Documents to ADOT for permitting, if required.
- Coordinate with franchise utilities to obtain project approval letters.

Deliverables: Pre-Final 90% Construction Documents, Opinion of Probable Construction Cost. Documents at this stage are not sealed by a Registered Professional Engineer unless required by a permitting authority.

Final 100% Construction Documents

- Prepare comment responses from the Pre-Final 90% review in a comment response form.
- Revise the construction documents based on comments received at the Pre-Final submittal.
- Attend and participate in bi-weekly meetings with the City of Flagstaff and others as invited.
- Finalize the Cover Sheets, General Notes Sheets, and Details Sheets to reflect comments.
- Finalize striping sheets.
- Finalize 100% construction plan sheets for each street in each program.
- Finalize the Improvement Schedules of Quantities for each program.
- Finalize the opinion of probable construction cost for each program.
- Finalize Special Provisions.
- Conduct internal quality control reviews.
- Submit Final Construction Documents to the City of Flagstaff for approval.
- Coordinate with franchise utilities to obtain project approval letters, as necessary.

Deliverables: Final 100% Construction Documents, Opinion of Probable Construction Cost. Documents at this stage are sealed by a Registered Professional Engineer.

Civil Engineering Design (Allowance)

The civil engineering design task is included as an allowance for the City of Flagstaff Public Works Project Manager to authorize if civil engineering design is required while preparing construction documents each program year.

Construction Phase Support

- Participate in pre-construction and construction phase meetings as requested.

- Walk the project streets with the CM@R Contractor and mark the removals in paint for the City and Contractor to use during construction.
- Provide engineering support as requested by the City of Flagstaff Public Works Project Manager.

TASK 3: 2028 PROGRAM

Peak Engineering may provide the following tasks and sub-tasks depending on the specific program needs for this program year:

Data Collection & 30% Construction Documents

- Review, compile, organize and prepare for use, street programming and applicable data from the City of Flagstaff and utility companies, including OCI data, utility basemaps, and GIS information.
- Conduct field data collection activities for both programs (mill & overlay and surface seal). This will include street lengths, widths, concrete replacements, utility appurtenance data, existing survey monuments, existing street markings and infrastructure that may be impacted by construction. *Note that data collection is based on field observations and not survey-grade data collection.*
- Download, organize and manage the data obtained during field data collection activities.
- Conduct quality control activities to confirm data collection and organization.
- Participate in bi-weekly meetings with the City Public Works Department.
- Prepare 30% cover sheet and general notes sheet for each program (overlay and seal).
- Prepare preliminary layout sheets for each street in each program (overlay and seal).
- Prepare preliminary Improvement Schedules of Quantities for each program.
- Prepare a preliminary opinion of probable construction cost for each program (overlay and seal).
- Review 30% documents with the City of Flagstaff Public Works and CM@R.

Deliverables: 30% Construction Documents, Opinion of Probable Construction Cost

60% Construction Documents

- Prepare responses from the 30% review meeting/submittal in a comment response form.
- Revise the included streets based on comments received at the 30% review. These revisions will largely be based on project conflicts.
- Attend and participate in bi-weekly meetings with the City Public Works Department and others as invited.
- Conduct topographic surveying (if necessary) of elements requiring civil engineering design. Authorization to use the topographic surveying allowance will be obtained from the City Public Works Project Manager prior to commencing.
- Begin asphalt coring of mill & overlay streets and geotechnical investigations (if necessary). Authorization to use the Geotechnical Engineering allowance will be obtained from the City Public Works Project Manager prior to commencing.
- Update the Cover Sheets and General Notes Sheets in each program to reflect program changes.
- Prepare 60% detail sheet(s) for each program.
- Prepare existing striping sheets for review by the City Traffic Department.
- Prepare 60% sheets for each street in each program. Surface and edge improvements may be combined or separate at the discretion of the Engineer.
- Update the Improvement Schedules of Quantities for each program based on 30% review comments.
- Update the opinion of probable construction cost for each program based on 30% review comments.
- Prepare Draft Special Provisions.

- Conduct internal quality control reviews.
- Submit 60% Construction Documents to the City of Flagstaff and CM@R for review and comment. The City Public Works Project Manager will coordinate and manage submittals within the City.
- Submit 60% Construction Documents to ADOT (if necessary) and franchise utilities for review and approval.

Deliverables: 60% Construction Documents, Opinion of Probable Construction Cost

Pre-Final 90% Construction Documents

- Prepare comment responses from the 60% review in a comment response form.
- Revise the included streets based on comments received at the 60% review. These revisions will largely be based on budget constraints.
- Attend and participate in bi-weekly meetings with the City Public Works Department and others as invited.
- Update the Cover Sheets, General Notes Sheets, and Details Sheets to reflect program changes.
- Update striping sheets based on direction from the City Traffic Department.
- Prepare 90% construction plan sheets for each street in each program.
- Update the Improvement Schedules of Quantities for each program based on 60% review comments.
- Update the opinion of probable construction cost for each program based on 60% review comments.
- Prepare updated Special Provisions.
- Conduct internal quality control reviews.
- Submit Pre-Final Construction Documents to the City of Flagstaff and CM@R for review and comment.
- Submit Pre-Final Construction Documents to ADOT for permitting, if required.
- Coordinate with franchise utilities to obtain project approval letters.

Deliverables: Pre-Final 90% Construction Documents, Opinion of Probable Construction Cost. Documents at this stage are not sealed by a Registered Professional Engineer unless required by a permitting authority.

Final 100% Construction Documents

- Prepare comment responses from the Pre-Final 90% review in a comment response form.
- Revise the construction documents based on comments received at the Pre-Final submittal.
- Attend and participate in bi-weekly meetings with the City of Flagstaff and others as invited.
- Finalize the Cover Sheets, General Notes Sheets, and Details Sheets to reflect comments.
- Finalize striping sheets.
- Finalize 100% construction plan sheets for each street in each program.
- Finalize the Improvement Schedules of Quantities for each program.
- Finalize the opinion of probable construction cost for each program.
- Finalize Special Provisions.
- Conduct internal quality control reviews.
- Submit Final Construction Documents to the City of Flagstaff for approval.
- Coordinate with franchise utilities to obtain project approval letters, as necessary.

Deliverables: Final 100% Construction Documents, Opinion of Probable Construction Cost. Documents at this stage are sealed by a Registered Professional Engineer.

Civil Engineering Design (Allowance)

The civil engineering design task is included as an allowance for the City of Flagstaff Public Works Project Manager to authorize if civil engineering design is required while preparing construction documents each program year.

Construction Phase Support

- Participate in pre-construction and construction phase meetings as requested.
- Walk the project streets with the CM@R Contractor and mark the removals in paint for the City and Contractor to use during construction.
- Provide engineering support as requested by the City of Flagstaff Public Works Project Manager.

FEE SUMMARY

This proposal assumes that the payment provisions will be Time & Materials per Task. We will invoice monthly or at project submittals, for labor and expenses incurred up to the budget shown for each task. Certain assumptions govern each task, and these are presented in the scope of services. If the assumptions are incorrect or actual work requirements differ from the stated assumptions, including estimate of labor hours required, we will coordinate with the City Public Works Project Manager to adjust the fee.

Please refer to the attached cost detail spreadsheet for tasks, allowances, anticipated hours and hourly rates.

The total contract amount proposed is ***$991,950*** including all tasks noted herein and project expenses for 3 years (2025-2028).

ASSUMPTIONS & EXCLUSIONS

Submittals will be made digitally in PDF format. Hard copy printing is available and a reprographic expense budget of $1,000 annually has been included for plan set printing for the City and CM@R as requested.

This scope does not include water or sewer design.

This scope does not include structural design.

This scope does not include a traffic impact study or analysis.

This scope does not include landscape, irrigation or wayfinding design.

This scope does not include environmental or cultural studies.

Exhibit A.2 - Fee Schedule

Client Name: City of Flagstaff Public Works

Project Name: 2026-28 Street Maintenance

Project Number: 25COF01.1

Client Information

Name: *Jarrett Nelson, Project Manager*

Address: *3200 W. Route 66*

Flagstaff, AZ

86001

Project Budget Summary

Task	Task Description	Principal Engineer		Project Manager		Project Engineer		Designer		Engineering Intern		Technical Drafter		Clerical		Total Hours	Labor Cost per Task
	Hourly Rate:	$240		$215		$195		$150		$100		$100		$90			
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
1	2026 Street Maintenance Program	326.00	$ 78,240	-	$ -	812.00	$ 158,340	405.00	$ 60,750	-	$ -	-	$ -	-	$ -	1,543.00	$ 297,330
2	2027 Street Maintenance Program	290.00	$ 69,600	-	$ -	688.00	$ 134,160	387.00	$ 58,050	-	$ -	-	$ -	-	$ -	1,365.00	$ 261,810
3	2028 Street Maintenance Program	290.00	$ 69,600	-	$ -	688.00	$ 134,160	387.00	$ 58,050	-	$ -	-	$ -	-	$ -	1,365.00	$ 261,810
4		-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
5		-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
6		-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
7		-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
8		-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
9		-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
10		-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
	LABOR TOTAL:		$ 217,440		$ -		$ 426,660		$ 176,850		$ -				$ -		$ 820,950

Reimbursable Project Expenses

A	Printing & Reprographics (2026)	$ 1,000
B	Printing & Reprographics (2027)	$ 1,000
C	Printing & Reprographics (2028)	$ 1,000
D	Equipment	$ -
E	Other (Parking)	$ -
	RPE TOTAL:	$ 3,000

Sub-Consultants

2026 Allowance	$ 58,000
2027 Allowance	$ 55,000
2028 Allowance	$ 55,000
SUB-CONSULTANT TOTAL:	$ 168,000

SUBTOTALS:

PROJECT TOTAL:

$ 991,950

Client Name: City of Flagstaff Public Works

Project Name: 2026-28 Street Maintenance

Project Number: 25COF01.1

2026 Street Maintenance Program

Task	Sub-Task	Task Description	Principal Engineer $240	Project Manager $215	Project Engineer $195	Designer $150	Engineering Intern $100	Technical Drafter $100	Clerical $90	Total Hours per Task	Labor Cost per Task
		Total Hours per Employee Category:	**326**	**0**	**812**	**405**	**0**	**0**	**0**	**Project Totals 1543**	
		Total Labor Cost per Employee Category:	**$ 78,240**	**$ -**	**$ 158,340**	**$ 60,750**	**$ -**	**$ -**	**$ -**		**$ 297,330**
1		**Task 1: Data Collection & 30% Construction Documents**	**$ 22,560**	**$ -**	**$ 57,330**	**$ 15,900**	**$ -**	**$ -**	**$ -**	**494**	**$ 95,790**
	1	Review & Organize Data from COF	4		8					12	$ 2,520
	2	Field Work: Data Collection	30		200	80				310	$ 58,200
	3	Office Work: Data Management	16		36					52	$ 10,860
	4	Bi-Weekly Meetings (4)	6		6					12	$ 2,610
	5	Data QC Review	27							27	$ 6,480
	6	Cover & Notes Sheets (each program)	1		2	8				11	$ 1,830
	7	30% Preliminary Layout Sheets	4		9	18				31	$ 5,415
	8	Prepare Improvement Schedules (Quantity summary)	4		24					28	$ 5,640
	9	Opinion of Probable Construction Cost	2		9					11	$ 2,235
	10									0	$ -
2		**Task 2: 60% Construction Documents**	**$ 16,080**	**$ -**	**$ 23,790**	**$ 13,050**	**$ -**	**$ -**	**$ -**	**276**	**$ 52,920**
	1	Comment Response Form from 30% submittal	2		5					7	$ 1,455
	2	Program revisions based on 30% comments	5		5					10	$ 2,175
	3	Bi-Weekly Meetings (4)	6		6					12	$ 2,610
	4	Update Cover, Notes, Details Sheets	1		2	9				12	$ 1,980
	5	Existing Striping Sheets	1		3	18				22	$ 3,525
	6	60% Plan Sheets	9		60	60				129	$ 22,860
	7	Update Improvement Schedules (Quantities)	5		27					32	$ 6,465
	8	Update Opinion of Probable Construction Cost	2		5					7	$ 1,455
	9	Draft Special Provisions	27							27	$ 6,480
	10	Internal QC Reviews and submittal	9		9					18	$ 3,915
3		**Task 3: Pre-Final 90% Construction Documents**	**$ 12,720**	**$ -**	**$ 14,820**	**$ 7,500**	**$ -**	**$ -**	**$ -**	**179**	**$ 35,040**
	1	Comment response form from 60% submittal	2		5					7	$ 1,455
	2	Program revisions based on 60% comments	5		5					10	$ 2,175
	3	Bi-Weekly Meetings (2)	3		3					6	$ 1,305
	4	Update Cover, Notes, Details Sheets	1		2	5				8	$ 1,380
	5	90% Plan Sheets	9		40	40				89	$ 15,960
	6	Update Improvement Schedules (Quantities)	3		5	5				13	$ 2,445
	7	Update Special Provisions	18							18	$ 4,320
	8	Update Opinion of Probable Construction Cost	2		5					7	$ 1,455
	9	QC Review	9		9					18	$ 3,915
	10	Submit to COF, CM@R & ADOT	1		2					3	$ 630
4		**Task 4: Final 100% Construction Documents**	**$ 7,680**	**$ -**	**$ 10,140**	**$ 5,400**	**$ -**	**$ -**	**$ -**	**120**	**$ 23,220**
	1	Comment response form from Pre-Final documents	2		5					7	$ 1,455
	2	Bi-Weekly Meetings (2)	3		3					6	$ 1,305
	3	Finalize Cover, Notes & Details Sheets	2		2	3				7	$ 1,320
	4	Finalize Striping Sheets	2		5	15				22	$ 3,705
	5	Finalize Plan Sheets	4		18	18				40	$ 7,170

	6	Finalize Improvement Schedules (Quantities)	3		5					8	$	1,695
	7	Finalize Special Provisions	5							5	$	1,200
	8	Finalize Opinion of Probable Construction Cost	1		3					4	$	825
	9	QC Review	9		9					18	$	3,915
	10	Final Submittal to COF & CM@R	1		2					3	$	630
5		**Task 5: Construction Phase Support**	**$ 5,760**	**$ -**	**$ 16,380**	**$ 2,700**	**$ -**	**$ -**	**$ -**	**126**	**$**	**24,840**
	1	Pre-Construction support (paint/mtgs/CM@R)	12		48					60	$	12,240
	2	C/A support as requested by COF Public Works	12		36	18				66	$	12,600
	3									0	$	-
	4									0	$	-
	5									0	$	-
	6									0	$	-
	7									0	$	-
	8									0	$	-
	9									0	$	-
	10									0	$	-
6		**Task 6: Civil Design (Allowance)**	**$ 4,800**	**$ -**	**$ 11,700**	**$ 13,500**	**$ -**	**$ -**	**$ -**	**170**	**$**	**30,000**
	1	Design tasks as needed	20		60	90				170	$	30,000
	2									0	$	-
	3									0	$	-
	4									0	$	-
	5									0	$	-
	6									0	$	-
	7									0	$	-
	8									0	$	-
	9									0	$	-
	10									0	$	-
7		**Task 7: 2025 Construction Phase Support**	**$ 8,640**	**$ -**	**$ 24,180**	**$ 2,700**	**$ -**	**$ -**	**$ -**	**178**	**$**	**35,520**
	1	Pre-Construction support (paint/mtgs/CM@R)	12		48					60	$	12,240
	2	C/A support as requested by COF Public Works	12		36	18				66	$	12,600
	3	Engineering Design	12		40					52	$	10,680
	4									0	$	-
	5									0	$	-
	6									0	$	-
	7									0	$	-
	8									0	$	-
	9									0	$	-
	10									0	$	-
8		**Task 8:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0**	**$**	**-**
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	9									0	$	-
	10									0	$	-
9		**Task 9:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0**	**$**	**-**
	1									0	$	-
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	6										0	$ -
	7										0	$ -
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	10										0	$ -
10		**Task 10:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**0**	**$ -**
	1										0	$ -
	2										0	$ -
	3										0	$ -
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	6										0	$ -
	7										0	$ -
	8										0	$ -
	9										0	$ -
	10										0	$ -
		Hours Summation:	326	0	812	405	0	0	0			
		Fee Summation:	$ 78,240	$ -	$ 158,340	$ 60,750	$ -	$ -	$ -			

Client Name: City of Flagstaff Public Works

Project Name: 2026-28 Street Maintenance

Project Number: 25COF01.1

													Project Totals
		Total Hours per Employee Category:	**290**	**0**	**688**	**387**	**0**	**0**	**0**				**1365**
		Total Labor Cost per Employee Category:	**$ 69,600**	**$ -**	**$ 134,160**	**$ 58,050**	**$ -**	**$ -**	**$ -**				**$ 261,810**

2027 Street Maintenance Program

Task	Sub-Task	Task Description	Principal Engineer $240	Project Manager $215	Project Engineer $195	Designer $150	Engineering Intern $100	Technical Drafter $100	Clerical $90	Total Hours per Task	Labor Cost per Task
1		**Task 1: Data Collection & 30% Construction Documents**	**$ 22,560**	**$ -**	**$ 57,330**	**$ 15,900**	**$ -**	**$ -**	**$ -**	**494**	**$ 95,790**
	1	Review & Organize Data from COF	4		8					12	$ 2,520
	2	Field Work: Data Collection	30		200	80				310	$ 58,200
	3	Office Work: Data Management	16		36					52	$ 10,860
	4	Bi-Weekly Meetings (4)	6		6					12	$ 2,610
	5	Data QC Review	27							27	$ 6,480
	6	Cover & Notes Sheets (each program)	1		2	8				11	$ 1,830
	7	30% Preliminary Layout Sheets	4		9	18				31	$ 5,415
	8	Prepare Improvement Schedules (Quantity summary)	4		24					28	$ 5,640
	9	Opinion of Probable Construction Cost	2		9					11	$ 2,235
	10									0	$ -
2		**Task 2: 60% Construction Documents**	**$ 16,080**	**$ -**	**$ 23,790**	**$ 13,050**	**$ -**	**$ -**	**$ -**	**276**	**$ 52,920**
	1	Comment Response Form from 30% submittal	2		5					7	$ 1,455
	2	Program revisions based on 30% comments	5		5					10	$ 2,175
	3	Bi-Weekly Meetings (4)	6		6					12	$ 2,610
	4	Update Cover, Notes, Details Sheets	1		2	9				12	$ 1,980
	5	Existing Striping Sheets	1		3	18				22	$ 3,525
	6	60% Plan Sheets	9		60	60				129	$ 22,860
	7	Update Improvement Schedules (Quantities)	5		27					32	$ 6,465
	8	Update Opinion of Probable Construction Cost	2		5					7	$ 1,455
	9	Draft Special Provisions	27							27	$ 6,480
	10	Internal QC Reviews and submittal	9		9					18	$ 3,915
3		**Task 3: Pre-Final 90% Construction Documents**	**$ 12,720**	**$ -**	**$ 14,820**	**$ 7,500**	**$ -**	**$ -**	**$ -**	**179**	**$ 35,040**
	1	Comment response form from 60% submittal	2		5					7	$ 1,455
	2	Program revisions based on 60% comments	5		5					10	$ 2,175
	3	Bi-Weekly Meetings (2)	3		3					6	$ 1,305
	4	Update Cover, Notes, Details Sheets	1		2	5				8	$ 1,380
	5	90% Plan Sheets	9		40	40				89	$ 15,960
	6	Update Improvement Schedules (Quantities)	3		5	5				13	$ 2,445
	7	Update Special Provisions	18							18	$ 4,320
	8	Update Opinion of Probable Construction Cost	2		5					7	$ 1,455
	9	QC Review	9		9					18	$ 3,915
	10	Submit to COF, CM@R & ADOT	1		2					3	$ 630
4		**Task 4: Final 100% Construction Documents**	**$ 7,680**	**$ -**	**$ 10,140**	**$ 5,400**	**$ -**	**$ -**	**$ -**	**120**	**$ 23,220**
	1	Comment response form from Pre-Final documents	2		5					7	$ 1,455
	2	Bi-Weekly Meetings (2)	3		3					6	$ 1,305
	3	Finalize Cover, Notes & Details Sheets	2		2	3				7	$ 1,320
	4	Finalize Striping Sheets	2		5	15				22	$ 3,705
	5	Finalize Plan Sheets	4		18	18				40	$ 7,170

	6	Finalize Improvement Schedules (Quantities)	3		5					8	$	1,695
	7	Finalize Special Provisions	5							5	$	1,200
	8	Finalize Opinion of Probable Construction Cost	1		3					4	$	825
	9	QC Review	9		9					18	$	3,915
	10	Final Submittal to COF & CM@R	1		2					3	$	630
5		**Task 5: Construction Phase Support**	**$ 5,760**	**$ -**	**$ 16,380**	**$ 2,700**	**$ -**	**$ -**	**$ -**	**126**	**$**	**24,840**
	1	Pre-Construction support (paint/mtgs/CM@R)	12		48					60	$	12,240
	2	C/A support as requested by COF Public Works	12		36	18				66	$	12,600
	3									0	$	-
	4									0	$	-
	5									0	$	-
	6									0	$	-
	7									0	$	-
	8									0	$	-
	9									0	$	-
	10									0	$	-
6		**Task 6: Civil Design (Allowance)**	**$ 4,800**	**$ -**	**$ 11,700**	**$ 13,500**	**$ -**	**$ -**	**$ -**	**170**	**$**	**30,000**
	1	Design tasks as needed	20		60	90				170	$	30,000
	2									0	$	-
	3									0	$	-
	4									0	$	-
	5									0	$	-
	6									0	$	-
	7									0	$	-
	8									0	$	-
	9									0	$	-
	10									0	$	-
7		**Task 7:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0**	**$**	**-**
	1									0	$	-
	2									0	$	-
	3									0	$	-
	4									0	$	-
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	6									0	$	-
	7									0	$	-
	8									0	$	-
	9									0	$	-
	10									0	$	-
8		**Task 8:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0**	**$**	**-**
	1									0	$	-
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	3									0	$	-
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	8									0	$	-
	9									0	$	-
	10									0	$	-
9		**Task 9:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0**	**$**	**-**
	1									0	$	-
	2									0	$	-
	3									0	$	-
	4									0	$	-
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	6										0	$ -
	7										0	$ -
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	9										0	$ -
	10										0	$ -
10		**Task 10:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**0**	**$ -**
	1										0	$ -
	2										0	$ -
	3										0	$ -
	4										0	$ -
	5										0	$ -
	6										0	$ -
	7										0	$ -
	8										0	$ -
	9										0	$ -
	10										0	$ -
		Hours Summation:	290	0	688	387	0	0	0			
		Fee Summation:	$ 69,600	$ -	$ 134,160	$ 58,050	$ -	$ -	$ -			

Client Name: City of Flagstaff Public Works

Project Name: 2026-28 Street Maintenance

Project Number: 25COF01.1

													Project Totals
		Total Hours per Employee Category:	**290**	**0**	**688**	**387**	**0**	**0**	**0**				**1365**
		Total Labor Cost per Employee Category:	**$ 69,600**	**$ -**	**$ 134,160**	**$ 58,050**	**$ -**	**$ -**	**$ -**				**$ 261,810**

2028 Street Maintenance Program

Task	Sub-Task	Task Description	Principal Engineer $240	Project Manager $215	Project Engineer $195	Designer $150	Engineering Intern $100	Technical Drafter $100	Clerical $90	Total Hours per Task	Labor Cost per Task
1		**Task 1: Data Collection & 30% Construction Documents**	**$ 22,560**	**$ -**	**$ 57,330**	**$ 15,900**	**$ -**	**$ -**	**$ -**	**494**	**$ 95,790**
	1	Review & Organize Data from COF	4		8					12	$ 2,520
	2	Field Work: Data Collection	30		200	80				310	$ 58,200
	3	Office Work: Data Management	16		36					52	$ 10,860
	4	Bi-Weekly Meetings (4)	6		6					12	$ 2,610
	5	Data QC Review	27							27	$ 6,480
	6	Cover & Notes Sheets (each program)	1		2	8				11	$ 1,830
	7	30% Preliminary Layout Sheets	4		9	18				31	$ 5,415
	8	Prepare Improvement Schedules (Quantity summary)	4		24					28	$ 5,640
	9	Opinion of Probable Construction Cost	2		9					11	$ 2,235
	10									0	$ -
2		**Task 2: 60% Construction Documents**	**$ 16,080**	**$ -**	**$ 23,790**	**$ 13,050**	**$ -**	**$ -**	**$ -**	**276**	**$ 52,920**
	1	Comment Response Form from 30% submittal	2		5					7	$ 1,455
	2	Program revisions based on 30% comments	5		5					10	$ 2,175
	3	Bi-Weekly Meetings (4)	6		6					12	$ 2,610
	4	Update Cover, Notes, Details Sheets	1		2	9				12	$ 1,980
	5	Existing Striping Sheets	1		3	18				22	$ 3,525
	6	60% Plan Sheets	9		60	60				129	$ 22,860
	7	Update Improvement Schedules (Quantities)	5		27					32	$ 6,465
	8	Update Opinion of Probable Construction Cost	2		5					7	$ 1,455
	9	Draft Special Provisions	27							27	$ 6,480
	10	Internal QC Reviews and submittal	9		9					18	$ 3,915
3		**Task 3: Pre-Final 90% Construction Documents**	**$ 12,720**	**$ -**	**$ 14,820**	**$ 7,500**	**$ -**	**$ -**	**$ -**	**179**	**$ 35,040**
	1	Comment response form from 60% submittal	2		5					7	$ 1,455
	2	Program revisions based on 60% comments	5		5					10	$ 2,175
	3	Bi-Weekly Meetings (2)	3		3					6	$ 1,305
	4	Update Cover, Notes, Details Sheets	1		2	5				8	$ 1,380
	5	90% Plan Sheets	9		40	40				89	$ 15,960
	6	Update Improvement Schedules (Quantities)	3		5	5				13	$ 2,445
	7	Update Special Provisions	18							18	$ 4,320
	8	Update Opinion of Probable Construction Cost	2		5					7	$ 1,455
	9	QC Review	9		9					18	$ 3,915
	10	Submit to COF, CM@R & ADOT	1		2					3	$ 630
4		**Task 4: Final 100% Construction Documents**	**$ 7,680**	**$ -**	**$ 10,140**	**$ 5,400**	**$ -**	**$ -**	**$ -**	**120**	**$ 23,220**
	1	Comment response form from Pre-Final documents	2		5					7	$ 1,455
	2	Bi-Weekly Meetings (2)	3		3					6	$ 1,305
	3	Finalize Cover, Notes & Details Sheets	2		2	3				7	$ 1,320
	4	Finalize Striping Sheets	2		5	15				22	$ 3,705
	5	Finalize Plan Sheets	4		18	18				40	$ 7,170

	6	Finalize Improvement Schedules (Quantities)	3		5					8	$	1,695
	7	Finalize Special Provisions	5							5	$	1,200
	8	Finalize Opinion of Probable Construction Cost	1		3					4	$	825
	9	QC Review	9		9					18	$	3,915
	10	Final Submittal to COF & CM@R	1		2					3	$	630
5		**Task 5: Construction Phase Support**	**$ 5,760**	**$ -**	**$ 16,380**	**$ 2,700**	**$ -**	**$ -**	**$ -**	**126**	**$**	**24,840**
	1	Pre-Construction support (paint/mtgs/CM@R)	12		48					60	$	12,240
	2	C/A support as requested by COF Public Works	12		36	18				66	$	12,600
	3									0	$	-
	4									0	$	-
	5									0	$	-
	6									0	$	-
	7									0	$	-
	8									0	$	-
	9									0	$	-
	10									0	$	-
6		**Task 6: Civil Design (Allowance)**	**$ 4,800**	**$ -**	**$ 11,700**	**$ 13,500**	**$ -**	**$ -**	**$ -**	**170**	**$**	**30,000**
	1	Design tasks as needed	20		60	90				170	$	30,000
	2									0	$	-
	3									0	$	-
	4									0	$	-
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	9									0	$	-
	10									0	$	-
7		**Task 7:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0**	**$**	**-**
	1									0	$	-
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	9									0	$	-
	10									0	$	-
8		**Task 8:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0**	**$**	**-**
	1									0	$	-
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9		**Task 9:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0**	**$**	**-**
	1									0	$	-
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10		**Task 10:**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**0**	**$ -**
	1										0	$ -
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	6										0	$ -
	7										0	$ -
	8										0	$ -
	9										0	$ -
	10										0	$ -
		Hours Summation:	290	0	688	387	0	0	0			
		Fee Summation:	$ 69,600	$ -	$ 134,160	$ 58,050	$ -	$ -	$ -			

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

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

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

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

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

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

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

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

MATERIALS

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

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

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER’S WARRANTIES:** Contractor shall deliver all Manufacturer’s Warranties to the City upon the City’s acceptance of the materials.

11. PACKING AND SHIPPING: Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. TITLE AND RISK OF LOSS: The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. SHIPMENT UNDER RESERVATION PROHIBITED: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. LIENS: All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. CHANGES IN ORDERS: The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

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

19. LATE INVOICES: The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

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

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

27. CONTROL: Contractor shall be responsible for the control of the work.

28. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

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

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

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

INDEMNIFICATION

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

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. NETWORK SECURITY AND PRIVACY LIABILITY: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

41. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the Parties.

42. AMENDMENTS: The Contract may be amended by written agreement of the Parties.

43. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured,

or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

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

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

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

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

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

61. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

63. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

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

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

69. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

70. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

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

1. IN GENERAL: Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. REQUIREMENT TO PROCURE AND MAINTAIN: Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. MINIMUM SCOPE AND LIMITS OF INSURANCE: The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage $2,000,000

c. Automobile Liability

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

d. Workers' Compensation and Employer's Liability

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

e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

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

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

   c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

   d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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

7. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. ACCEPTABILITY OF INSURERS: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. CERTIFICATES OF INSURANCE: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. POLICIES: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

11. MODIFICATIONS: Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Sarah Langley, Public Affairs Director
Date:

Meeting Date: 06/03/2025

TITLE:
Consideration and Ratification of Letter of Support: Recommendations for 2025 Surface Transportation Reauthorization Bill

STAFF RECOMMENDED ACTION:
STAFF RECOMMENDED ACTION:

Retroactively approve the recommendations.

Executive Summary:
City staff received a request from MetroPlan to submit recommendations for the 2025 Surface Transportation Reauthorization Bill. The comments focus on the need to preserve discretionary grant funding, continue investment levels in the IIJA, promote transportation planning, allow carryover funds, and preserve flexibility of funds to meet local needs. This request falls within the City's Infrastructure Investment and Jobs Act and Transportation legislative priorities. The attached letter was submitted to the federal Committee on Transportation and Infrastructure for consideration.

Financial Impact:
N/A

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
N/A

Background and History:
N/A

Connection to PBB Priorities and Objectives:
The Recommendations are in alignment with the Sustainable and Innovative Infrastructure PBB Priority.

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

Recommendations

CITY OF
FLAGSTAFF

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

The Honorable Sam Graves
Chairman
House Committee on Transportation and Infrastructure Committee
Washington, DC 20515

The Honorable Rick Larsen
Ranking Member
House Committee on Transportation and Infrastructure Committee
Washington, DC 20515

Chairman Graves and Ranking Member Larsen,

The City of Flagstaff is proud to plan for the future of transportation in northern Arizona. The Infrastructure Investment and Jobs Act has brought our region more than $100 million in federal transportation funding, working to improve safety, reduce congestion, support working families and economic development.

Preserve Discretionary Grant Funding
To complement the certainty and impact of formula grant programs, Congress should continue to provide discretionary funding opportunities that prioritize the needs of regions and local communities. Population-based formulas don't help rural areas build new roads or bridges because the formulas don't provide necessary funding levels. The IIJA has had a great mix of formula and discretionary, and the City of Flagstaff would like to see that maintained. Congress should also maximize the value of these programs by focusing on efficiencies and simplifying grant requirements that will expedite project delivery.

Continue Investment Levels in IIJA
The IIJA has been an amazing tool for our communities with a variety of programs to fit our needs and historic investment. However, it can take years to set up programs and write new rules. Every change made adds new administration and takes extra time to get projects delivered. We suggest you renew much of the IIJA as is, so that funds can keep flowing smoothly. It may not be perfect, but it is really amazing for our communities.

Promote Metropolitan and Non-Metropolitan Transportation Planning
Planning is the foundation of effective project delivery. Despite expanding responsibilities, PL funds remain below 1% of total formula dollars. Planning organizations are responsible for efforts such as freight coordination, congestion management, housing, and land use integration. These activities require sophisticated modeling, public engagement, and interagency coordination. We advocate for an increase in the total amount of metropolitan planning funds and an increase in the federal share to adequately meet the needs of the

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evolving role of MPOs. These funds empower MPOs to plan for transportation systems that are responsive to the needs of our communities, fostering economic growth, safety, and mobility. Congress should create a dedicated funding source for Regional Transportation Planning Organizations (RTPOs) to ensure rural transportation priorities are represented through regional and statewide planning. Funding for RTPOs will support transportation planning activities while enhancing the participation of rural local elected officials in regional and statewide decision-making processes.

Allow Carryover of Funds
Many of the City's projects, such as the Downtown Mile, require extensive coordination and span multiple fiscal years. Oftentimes, these critical efforts do not align neatly with the federal fiscal calendar. Allowing the carryover of federal funds from one fiscal year to the next ensures uninterrupted progress on essential long-term projects, promoting consistent infrastructure improvements that enhance safety, mobility, and economic vitality for residents.

All Modes Work Together
Ensure all modes are able to access funding. A transportation system needs to be built to meet unique community needs, development, geography, etc. It's hard to say what works in one community should work in another. Continue to provide flexibility for funds to be used to meet local needs, and don't eliminate access to funding for any mode.

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: Steven Thompson, Sustainability Manager

Co-Submitter: Nicole Antonopoulos

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Approval of Contract: Approve the Second Amendment to the Comprehensive Community Food Systems Assessment

STAFF RECOMMENDED ACTION:

1. Approve the Second Amendment to the Contract with New Venture Advisors; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

In September 2022, the Sustainability Division received a United States Department of Agriculture (USDA) Urban Agriculture and **Innovative Production** (UAIP) grant for Assessing and Growing a Sustainable Community Food System project. The grant funds the development of a comprehensive food systems assessment, community conversations, and Food Action Plan in three respective phases.

The City entered into a Contract for Services on May 26, 2023, with New Venture Advisors to complete a comprehensive food systems assessment. The purpose of the first amendment (July 16, 2024) was to build on this assessment by completing the initial phase of developing a Food Action Plan, outlining the plan's structure, goals, and objectives. Approval of this Second Amendment will authorize the Contractor to complete the Food Action Plan and the final phase of the grant-funded project.

Financial Impact:

Project Name: Innovative Production Grant--Assessing and Growing a Sustainable Community Food System
Cost:$103,260.00
Account Number Budgeted: 214-12-170-6358-0-4290
FY Budgeted Amount: $139,085
Grant Funded: Yes
Funding Source: United States Department of Agriculture--Innovative Production Grant

Policy Impact:

No policy impact.

Previous Council Decision or Community Discussion:

- September 6, 2022: City Council accepted the grant agreement with the United States Department of Agriculture.
- October 22, 2024 and February 25, 2025: Project updates presented to City Council.

Options and Alternatives to Recommended Action:

1. Approve the Second Amendment to the existing contract as recommended; or
2. Reject the Second Amendment to the existing contract.

Connection to PBB Priorities and Objectives:

- Sustainable, innovative infrastructure -- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Environmental stewardship -- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems
- Robust Resilient Community - Attract employers that provide high-quality jobs & have a low impact on infrastructure & natural resources.

Connection to Regional Plan:
Goal E&C.2: Reduce greenhouse gas emissions.

Connection to Carbon Neutrality Plan:

SC-2: Encourage sustainable consumption.

SC-3: Divert more waste from the landfill.

SC-4: Reduce organic waste going to the landfill and reduce food insecurity.

CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

ES-2: Proactively engage community members on an ongoing basis.

ES-3: Design targeted climate policies and programs to serve disproportionately impacted communities first.

ES-4: Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

Connection to 10-Year Housing Plan:
Housing, Neighborhoods & Equity: "Research has shown that neighborhoods can be a good predictor of health. Therefore, it is imperative to place housing in areas of opportunity, such as community spaces, open spaces, quality schools, food, and transportation."

Attachments: USDA Grant Notice
Second Amendment
Grant Provisions

U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR223A750001G058		Date of final signature - 01/01/2026	Grant Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
USDA, NRCS Office of the Associate Chief for Conservation 1400 Independence Avenue SW Washington, DC 20250	CITY OF FLAGSTAFF FLAGSTAFF CITY HALL FLAGSTAFF AZ 86001-5359 UEI Number / DUNS Number: XMMUMPKTLVQ3 / 088302625 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: LESLIE GLOVER Phone: (202) 260-8583 Email: leslie.glover@usda.gov	Name: SUNDII JOHNSON Phone: (202) 720-5265 Email: Sundii.Johnson@usda.gov	Name: SUMMER WHITE Phone: 928-213-2146 Email: summer.white@flagstaffaz.gov	Name: GRETCHEN POVLSEN Phone: 928-213-2224 Email: Gretchen.Povlsen@flagstaffaz.gov

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.935	7 USC 6923	New Agreement	Name: STACEY BRECHLER-KNAGGS Phone: 928-213-2227 Email: sknaggs@flagstaffaz.gov

15. Project Title/ Description: Sustainable Community Food System

16. Entity Type:

17. Select Funding Type

Select funding type:	☒ Federal	☐ Non-Federal
Original funds total	$184,085.12	$0.00
Additional funds total	$0.00	$0.00
Grand total	$184,085.12	$0.00

18. Approved Budget

Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$0.00	Other	$184,085.12
Total Direct Cost	$184,085.12	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$0.00
		Total Federal Funds Awarded	$184,085.12
		Total Approved Budget	$184,085.12

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative GREG CLIFTON CITY MANAGER	Signature	Date 09/22/2022

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

City of Flagstaff
Sustainable Community Food System Grant Agreement
NR223A750001G058
U.S. Department of Agriculture – Natural Resources Conservation Service

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Statement of Work

Purpose

The U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) solicitated applications in fiscal year (FY) 2021 for two grant types – Planning Projects and Implementation Projects – under the Office of Urban Agriculture and Innovative Production (OUAIP) for Funding Opportunity Number: USDA-NRCS-NHQ-UAIP-21-NOFO0001110. The authorizing statutes and regulations for this Funding Opportunity Title: Urban Agriculture and Innovation Production (UAIP) Competitive Grants Program are under section 12302 of the Agriculture Improvement Act of 2018 (Public Law 115–334), (7 USC 6923).

UAIP supports the development of urban agriculture and innovative production activities led by nonprofit organizations, local or Tribal governments, and schools that serve any of the grades K-12 in areas of the United States. The purpose of Planning Projects (PP) is to support the development of projects that will either initiate, build upon, or expand the efforts of farmers, gardeners, citizens, government officials, schools, and other stakeholders in communities where access to fresh foods are limited or unavailable.

The purpose of this agreement, between the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) and City of Flagstaff (Recipient), is to develop a comprehensive food system assessment (CFSA). This Planning Project is entitled Assessing and Growing a Sustainable Community Food System.

Since the establishment of a Sustainability Office in 2007, and a now widely successful community garden program in 2010, the city has steadily increased its food system-related commitments. The office has expanded to include a full-time Community Sustainability Specialist who manages all materials management and food systems related work. As of this year, the office has increased capacity for food systems efforts with the addition of a Sustainable Food Systems AmeriCorps VISTA specifically dedicated to assisting with this work.

The City of Flagstaff adopted a Climate Action and Adaptation Plan in 2018 which highlights increasing local food production to build a more resilient food system. In June of 2020, the Flagstaff City Council adopted a Climate Emergency Declaration, which strengthened previously stated goals and accelerated the timeline for their achievement. One year later in June 2021, the Flagstaff City Council adopted a Carbon Neutrality Plan which “outlines nine target areas and accompanying strategies to proactively reduce emissions, build a stronger community, and prepare for coming change” (The City of Flagstaff, 2021). The City of Flagstaff recognizes the role food systems have in decreasing greenhouse gas emissions and understands improvements are critical strategy to achieving carbon neutrality by 2030.

Future success within continued food systems work will depend on our ability to enact strategic policy and investment strategies that address regionally specific key barriers and leverage existing strengths to improve health, wealth, community, and capacity (Meter, 2021). This strategic action requires a deeper fundamental understanding of the key issues of growers, distributors, eaters, and the networks that link them, as well as the critical barriers and opportunities that frustrate our efforts to construct a more robust food system. As a next step, we will mount a comprehensive food system assessment (CFSA). This action serves as the centerpiece of the Assessing and Growing a Sustainable Community Food System Project (Project).

The City of Flagstaff has committed itself to this direction in concert with our community partners. Data collected from a CFSA will guide the City’s food systems commitments over the next decade and beyond to inform and engage decision-makers, key stakeholders, and the community at large. oping a more sustainable food system (APA, 2015). The Carbon Neutrality Plan commits to decreasing food waste and increasing food recovery, offering accessible food systems specific programming, and expanding urban agriculture opportunities through data driven initiates and policy. Currently the City’s Sustainability Office is focused on innovative programs to begin addressing these issues such as the Urban Farm Incubator, which seeks to establish high-quality and low-cost urban agriculture sites, a new Residential Food Scraps Drop-off that provides a free compost service to residents and local farms, and the creation of a formalized Food Policy Council is underway to further promote food systems change work. Results from a CFSA will provide actionable data to better inform new programs, relationships, infrastructure, and policy.

The results of our CFSA will help to identify at least one new business initiative and assess its financial feasibility. This, in turn, will guide the creation of a Food Action Plan establishing goals and strategies for expanding urban agriculture and food access over the next decade. One likely outcome of this assessment will be the creation of a formal Food Policy Council. A series of outreach materials and campaigns will ensure that our plan takes solid root in the greater Flagstaff community, and help us better cultivate future leaders, farmers, gardeners, and entrepreneurs in agriculture and innovative food production.

Objectives

Objective 1: Assess the local food system and opportunities for strengthening community networks, prompting health, and retaining local economic activity through a CFSA.

Objective 2: Examine CFSA findings with stakeholders and increase public awareness and understanding of current state of the food system.

Objective 3: Assess the feasibility of one strategic urban agriculture-related business opportunity.

Objective 4: Develop a Food Action Plan to guide City policy, programming, and investment in the local food system and urban agriculture opportunities.

The primary goal is to develop a comprehensive food system assessment (CFSA).

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

TOTAL BUDGET $ 184,085.12

TOTAL FEDERAL FUNDS $ 184,085.12

CONTRACTUAL $177,056.00

Crossroads Resource Center (CRC) - $114,556.00
CRC will be responsible for conducting the food system assessment and feasibility studies, as well to provide assistance with developing the Food Action Plan. The specific work involved in these studies is detailed below, as well as a year-by-year budget and timeline of activities.

YEAR ONE: $53,599
• Professional fees: $30,875
• Professional travel time: $8,000
• Other consultants: $3,500
• Travel expenses: $11,224
YEAR TWO: $41,672
• Professional fees: $28,938
• Professional travel time: $6,000
• Travel expenses: $6,734

YEAR THREE: $19,285
• Professional fees: $5,438
• Professional travel time: $2,000
• Other consultants: $5,000 (financial or policy specialists)
• Travel expenses: $6,847

Pinnacle Prevention - $23,500.00
Pinnacle Prevention will lead a series of six Community Conversations with Flagstaff residents, as well as two stakeholder meetings. These meetings will take place during year two, following the draft of food system assessment. The goal of these meetings will be to discuss the results of the assessment with residents and stakeholders to understand their perspective, values, and motivation, as well as develop recommendations for future research and planning in years two and three.

• Coordination, planning, research, analysis, evaluation, and reporting of six (6) community food conversations: $9,000
• On-site childcare services: $1,000
• Translation services: $3,000
• Local food meal catering: $3,000
• Participant time and effort stipends: $3,000
• Reporting/presenting/dissemination of findings: $2,500
• Facilitation and coordination of two (2) stakeholder meetings: $2,000

Flagstaff Foodlink -$39,000.00
Flagstaff Foodlink will be contracted to coordinate and facilitate the Grower Coalition and a broader Food Policy Council. This funding will pay for a stipend to cover these coordination activities, which will ultimately inform the research and planning activities throughout the grant period. These activities will ideally be conducted by an interested farmer, but if time constraints prohibit this, Flagstaff Foodlink will recruit alternative staff.

The budget will cover coordination activities at a rate of $25 per hour, averaging 10 hours per week throughout the grant period. Annually, this will cost $13,000, or $39,000 over the 3-year grant period.

TOTAL DIRECT COSTS $177,056.00

INDIRECT COSTS $7,029.12
It is City policy to apply for indirect charges at a 3.97% fixed rate if the grant opportunity allows it. The total direct charges were $177,056.00, which results in an indirect charge of $7,029.12.

Recipient has elected to voluntarily waive a portion of indirect costs of 6.03%.

Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

NRCS RESPONSIBILITIES
1) Coordinate with the Program Director the technical assistance necessary to complete deliverables.
2) Review all pre-published draft material developed to ensure it complies with USDA visual standards and regulations.
3) Conduct ad-doc meetings (via electronic, phone or in-person field visit) to discuss the progress of the agreement.

RECIPIENT RESPONSIBILITIES

1) Follow methodology and evaluation plan established in the project narrative and inform the Program Manager any changes.
2) Work collaboratively with Coconino County Health and Human Services and Coconino County Cooperative Extension.
3) Review available material from the USDA in regard of the USDA general style and message layouts and follow the USDA civil right policy in accordance with USDA Departmental Regulation 4300-3, Equal Opportunity (EO) Public Notification Policy, and Section 7, in which all will comply with the usage of the USDA Non-discrimination Statement.
4) Perform the work and produce the deliverables as outlined in this Statement of Work.
5) Conduct all activities and program provision under this agreement in compliance with all applicable federal civil right laws, rules, regulations, and policies.
6) Ensure no member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise there from.
7) Comply with the applicable version of the General Terms and Conditions.
8) Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. Limit advance payment requests to immediate cash needs (30 days). Reporting frequency is as follows:

Performance reports: annual

SF425 Financial Reports: annual. If advance payments are requested, the financial report frequency is quarterly.

Expected Accomplishments and Deliverables

1.Assess the local food system and opportunities for strengthening community networks, promoting health, and retaining local economic activity through a CFSA.
Phase 1: Jan. 2023 – Mar. 2023 : Compile an economic overview of the local Flagstaff farm and food economy (CRC).
Jan. 2023 – Jan. 2026 : Identify a farmer or other staff to coordinate the Grower Coalition. This position will organize

and facilitate regular meetings and collaboration between food producers throughout the grant period. The position will act as a liaison between the group and those conducting Project activities (Flagstaff Foodlink).
Phase 2: Jan 2023- June 2023 : Conduct interviews with 40-50 local food system practitioners (CRC).
July 2023 – Sept. 2023 : Conduct social network analysis and produce maps (CRC).
Phase 3: Oct. 2023 – Dec. 2023 : Compile social network and economic analysis into a summary report that includes quantitative findings, emerging community food networks, SWOT analysis, network maps, recommendations of key strategic actions related to infrastructure, resources, training, knowledge, communications/connections, policies, or other areas (CRC).

2. Examine CFSA findings with stakeholders and increase public awareness and understanding of current state of the food system.
Phase 1: Jan. 2024 – June 2024 : Host stakeholder meetings with key decision-makers, city and county staff, civic leaders, farmers, food businesspeople, food bank leaders, tribal members, and potential investors to present CFSA findings. (Pinnacle Prevention and The City of Flagstaff). Host 6 community conversations with 50-60 residents. This will include specific conversations with youth, senior, Spanish-speaking, and indigenous populations (Pinnacle Prevention & The City of Flagstaff). Create a virtual open house platform to provide information on findings and opportunity for discussion (The City of Flagstaff).
Phase 2: June 2024 – July 2024 : Analyze and summarize outcomes and key themes in a final report to inform future food system efforts (Pinnacle Prevention). Present findings to the City of Flagstaff and key stakeholders (Pinnacle Prevention).

3.Assess the feasibility of one strategic business opportunity.
Phase 1: July 2024 – Dec. 2024 Based on CFSA and public engagement, select the most strategic business opportunity and submit for feasibility analysis (The City of Flagstaff and CRC).

4.Develop a Food Action Plan to guide city policy, programming, and investment in the local food system and urban agriculture opportunities.
Phase 1: Jan. 2025 – May 2025 : Begin Food Action Planning process by engaging with the public through meetings, planning sessions, and individual dialogue to shape goals and strategies (The City of Flagstaff the City).
May 2025 – June 2025 : Conduct additional research as necessary (examples include policy scans, program best practices, etc.) (CRC).
June 2025 – Oct. 2025 Develop a draft Food Action Plan with goals and strategies to implement by 2030 (The City of Flagstaff and CRC).
Phase 2: Nov. 2025 – Jan. 2026 Present Food Action Plan to City Council for consideration and adoption (The City of Flagstaff and CRC). Disseminate the Final Food Action Plan to the public and stakeholder (The City of Flagstaff).

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

The timeline and specific tasks to implement these components are detailed in the expected accomplishments and deliverables section.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html

SECOND AMENDMENT

Comprehensive Community Food Systems Assessment
Contract No. MS-2023-117

This Second Amendment ("Second Amendment") to the fully executed Comprehensive Community Food Systems Amendment (Contract No. MS-2023-117) dated May 26th, 2023 (the "Initial Contract"), as amended on July 16, 2024 ("First Amendment"), is made and entered into this ___ day of May, 2025, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and New Venture Advisors LLC, an Illinois single-member Limited Liability Company ("Consultant").

RECITALS:

1. The City of Flagstaff received grant funding from the United States Department of Agriculture (USDA) to complete a multi-year "Assessing and Growing a Community Food System" project.
2. The initial contract between the City of Flagstaff and Consultant was entered on May 26th, 2023.
3. The purpose of the May 2023 contract was to complete a comprehensive food systems assessment.
4. The purpose of the first amendment was to build on the food system assessment by completing the initial phase of developing a Food Action Plan outlining the plan's structure, goals, and objectives.
5. The purpose of this second amendment is to build on the assessment by completing the final phase of the grant-funded project: development of a Food Action Plan.

AGREEMENT:

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

The Parties to the Contract hereby agree to the following First Amendment. Deleted text has a strikethrough and new text is bolded and ALLCAPS.

1. Scope of Work: Consultant shall provide the professional services generally described as follows:

Comprehensive Community Food Systems Assessment

and as more specifically described in the scope of work and additional information provided by Consultant attached to the initial contract as *Exhibit A*, ~~and~~ the scope of work dated June 14, 2024, attached to the First Amendment as Exhibit A, **AND THE SCOPE OF WORK DATED FEBRUARY 12, 2025, ATTACHED TO THE SECOND AMENDMENT AS EXHIBIT A**.

2. Schedule of Services: Consultant shall perform all work per the schedule set forth in Exhibit A **AND THE SCOPES OF WORK ATTACHED TO THE FIRST AND SECOND AMENDMENTS.**

3. Special Terms and Conditions: The City of Flagstaff Special Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference by reference and shall apply

to performance of this Contract, except to the extent modified in Exhibit A **OR THE SCOPES OF WORK ATTACHED TO THE FIRST AND SECOND AMENDMENTS**.

10. Compensation: Consultant shall be paid an amount not to exceed ~~seventy-three thousand two hundred sixty dollars and zero cents ($73,260.00)~~ **ONE HUNDRED AND THREE THOUSAND TWO HUNDRED SIXTY DOLLARS ($103,260)** for satisfactory performance of the services in accordance with the Scope of Work identified in the initial contract and ~~this first amendment~~ **THE SCOPES OF WORK ATTACHED TO THE FIRST AND SECOND AMENDMENTS.**

All other provisions of the Contract and other amendments 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	**New Venture Advisors LLC**
By:_____ Greg Clifton, City Manager	By:_____ Title:_____
Dated:_____	Dated:_____
Attest:	Approved as to form:
_____ City Clerk	_____ City Attorney

Flagstaff Food System Assessment and Action Plan

New Venture Advisors Phase 3 Scope of Work & Schedule of Payments

Date: February 12, 2025
Timeframe: May 2025 - Jan 2026
Budget estimate: $30,000

Strategy and Action Development (May-August 2025, 4 months)

Building from Phase 2, which focused on outlining the Plan's structure, outline, goals, and objectives, this phase will involve:

- Identifying and drafting key strategies and actions to achieve the plan's objectives.
- Flagstaff Core Team support:
    - Advising on relevant ongoing initiatives and other plans to ensure alignment and support.
    - Refining proposed strategies and prioritizing key actions.
    - Facilitation and coordination of the steering committee.
- Stakeholder input/guidance on plan strategies.
    - Steering committee (3 meetings remaining). NVA facilitates activities/conversations below:
        - May: Strategy development/brainstorm
        - July: Refine draft strategies for community input
        - Oct: Review community input
    - Two focused policy area workshops (e.g., food access) - opportunity to partner with existing working groups.

Community Engagement (August-September 2025, 2 months)

Community and stakeholder input opportunities to inform the Plan's priorities.

- Online prioritization survey to gather feedback on draft actions, distributed to engagement participants and through City communication channels. NVA creates and administers the survey. (Aug-Sept)
- In-person community forums, hosting 2 sessions as follow-ups to listening sessions in Fall 2024. NVA designs the forum and works with a local partner to facilitate the forums and provide notes. (Sept)

The mini report developed in Phase 2 will be used to inform the community about what a Food Action Plan is, why it's needed, the plan process and how to engage/provide feedback.

Plan Finalization and Adoption (October 2025-January 2026, 3-4 months)

Integrate community feedback, finalize and design plan for adoption.

- Integration of community feedback into the final draft. Core team review. (Oct-Nov)
- Design and production of the final Food Action Plan in PDF format. (Nov-Dec)
- Presentation to the City Council to facilitate adoption. (Q1 2026)

Flagstaff Ph3
Schedule of Payments

$9,000 invoiced upon signing amendment (includes project design, initiation and work completed toward Strategy and Steering Committee facilitation)

$10,000 invoiced on 8/1/25 (includes Strategy and Action Development and work completed towards Community Engagement)

$5,000 invoiced on 10/1/25 (includes Community Engagement and completed work towards Finalizing the Food Action Plan)

$5,000 invoiced on 12/1/25 (includes Finalizing and preparing for Adoption)

$1,000 invoiced upon completion of all deliverables

GRANT PROVISIONS

Grant Project Title: Sustainable Community Food System

Funding Agency: U.S. Department of Agriculture, Natural Resources Conservation Service

Grant Agreement No.: NR223A750001G058

City Grant Account Program No.: 6358

Rev. August 2021

U.S. DEPARTMENT OF AGRICULTURE
FARM PRODUCTION AND
CONSERVATION

GENERAL TERMS AND CONDITIONS FOR GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

1. 2 CFR Part 25, "Universal Identifier and System of Award Management"
2. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
3. 2 CFR Part 175, "Award Term for Trafficking in Persons"
4. 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)"
5. 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
6. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
7. 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
8. 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
9. 2 CFR Part 418, "New Restrictions on Lobbying"
10. 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
11. 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at

https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"

c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, **and** (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Profit and management fees. Recipients may not earn and keep income resulting from an award
b. Costs above the amount authorized for the project.
c. Costs incurred after the award period of performance end date.
d. Costs not identified in the approved budget or approved budget revisions.
e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
f. Compensation for injuries to persons or damage to property arising from project activities.
g. Meals: Meals may be charged to an award only if they are necessary for the performance of the project. For instance, meals (normally only lunch) that are a necessary part of the costs of meetings and conferences (i.e., required attendance and continuity of a meeting), the primary purpose of which is the dissemination of information, are allowable, as are costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Note: Meals consumed while in official travel status do not fall in this category. They are considered to be per diem expenses and should be reimbursed in accordance with the organization's established travel policies subject to statutory limitations or in accordance with Federal travel policies.
h. Costs normally charged as indirect costs may not be charged as direct costs without proper justification and agency approval. Proper justification includes documentation that the costs meet the criteria for allowability (see 2 CFR 200.403). Examples of such costs include rent, utilities, depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
i. Salaries that are not commensurate with level of work: All costs must be reasonable

to be allowable (2 CFR 200.403), and 2 CFR 200.404 defines a reasonable cost as one if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Salaries determined not to be reasonable compared to the level of work will be unallowable.

j. Honoraria. Speaker fees are allowable.
k. Costs which lie outside the scope of the approved project and amendments thereto.
l. Entertainment costs, regardless of their apparent relationship to project objectives.
m. Consulting services performed by a Federal employee during official duty hours when such consulting services result in the payment of additional compensation to the employee; and
n. Renovation or refurbishment of facilities, the purchase or installation of fixed equipment in facilities, and the planning, repair, rehabilitation, acquisition, or construction of buildings or facilities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, “Subpart E - Cost Principles”, or direct specific inquiries to the administrative contact identified in the award. The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407.

III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Submit all requests for the approvals described below via e-mail to FPAC.BC.GAD@usda.gov. In any instance where a request for approval modifies the award budget, the recipient must submit a revised SF 424A and budget narrative. All requests for prior approval must reference the applicable agreement number.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval. This restriction also applies to costs intended to meet cost-share requirements. Even with approval, recipients incur pre-award costs at their own risk. The Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover the costs.

b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award.

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work (i.e., services) under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed

subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.

d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must request prior approval in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative, even those that do not require prior approval..

    1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable.
    2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. Recipients must notify the Government of budget changes that do not meet the threshold described above and provide a revised SF 424A and budget narrative.
    3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects.
    4. Changes in the approved cost-sharing or matching provided by the recipient, including to amount, source, or type.
    5. Additional Federal funds needed to complete the project. This change also requires a formal agreement amendment.
    6. Changes to negotiated indirect cost rates during the award period of performance. If the change is due to receipt of a new negotiated indirect costs rate agreement (NICRA) must include a copy of the new agreement.

g. No-Cost Extensions of Time.—When a no-cost extension of time is necessary, the recipient authorized signatory must submit a written request via e-mail to FPAC.BC.GAD@usda.gov. Except in limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost

extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following:

1. Amount of additional time requested
2. Explanation for the need for the extension
3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with a Budget Expense Table or Deliverable Expense Table (or similar summary document), as applicable to either the ezFedGrants system or to FPAC.BC.GAD@usda.gov. Templates for Budget Expense Tables and Deliverable Expense Tables are available at this link: https://www.fpacbc.usda.gov/about/doing-business/index.html. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205. Requests must be submitted no less than 15 days prior to the start of the requested advance period. The recipient must provide a justification showing the amount of advanced funds spent using the Budget Expense Table within 30 days of the end of the advance period. If applicable, the recipient must also submit the cost-share Budget Expense Table.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. The recipient must maintain records of supporting documentation all costs incurred under this award. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the period of performance of this award, including any approved no-cost extension of time. The Government may disallow costs that cannot be supported by supporting documentation or that are incurred outside of the agreement period of performance and budget and may require the return of any funds paid out for those costs. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government. Do not provide supporting

documentation unless it is specifically requested.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award and request all final requests for payment not later than 120 calendar days after the period of performance end date. The Government must timely close-out expired agreements, which includes de-obligation of unspent funds. Therefore, funds may not be available for payment requests received more than 120 days after the period of performance end date, and the Government is not obligated to make such payments.

f. Payments under fixed-amount awards are made based on deliverables completed, milestones achieved, or as a single payment upon award completion rather than costs incurred. The Government and recipient must utilize 2 CFR 200, Subpart E, Cost principles to support unit prices included in fixed amount awards prior to agreement execution.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or via e-mail to FPAC.BC.GAD@usda.gov. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 120 days after the period of performance end date. Failure to do so may result in a negative report to the Federal Awardee Performance and Integrity Information System (FAPIIS).

c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to the FPAC awarding agency. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or via e-mail to FPAC.BC.GAD.usda.gov. Each report must cover—

1. A comparison of actual accomplishments with the milestones and deliverables established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
2. The reasons why milestones and deliverables targets were not met, if appropriate.
3. Additional pertinent information including, where appropriate, analysis

and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 120 calendar days of the period of performance end date. Failure to do so may result in a negative report to the Federal Awardee Performance and Integrity Information System (FAPIIS).

d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov*.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

1. What to report. You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov*.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $30,000 or more;

ii. in the preceding fiscal year, you received—

A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15

U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

1. Subawards, and

2. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

VIII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends $750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

IX. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Except for agreements entered under the Agriculture Conservation Experienced Services (ACES) program authorized by the Food, Conservation, and Energy Act of 2008, employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. An individual providing services under the ACES program is deemed to be an employee of the United States Government solely for purposes of chapter 171 of title 28, United States Code, provided the individual is acting within the scope of the agreement.

d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions.

e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities

include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.

f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences.

g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

X. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (web sites, computer programs, etc.) that is substantially based upon or developed under this award:

> "This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

> "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

b. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to include the full nondiscrimination statement, the material must, at a

minimum, include the following statement:

"USDA is an equal opportunity provider, employer, and lender."

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

c. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

d. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to recipient personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to FPAC.BC.GAD@usda.gov.

e. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

XI. COST SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, cost-sharing participation in other projects must not be counted toward meeting the specific cost-share requirement of this award. Cost sharing must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute.

b. Cost sharing must be documented on each SF 425 and payment requests as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—

   1. Immediately notify the FPAC Business Center Grants and Agreements Division via e-mail to FPAC.BC.GAD@usda.gov, and
   2. Either specify the steps it plans to take to secure replacement cost sharing or specify the plans to phase out the project in the absence of cost sharing.

Failure by the recipient to notify FPAC in accordance with this section or failure to submit an acceptable remediation plan may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and/or termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to

provide grounds for subsequent suspension or debarment. FPAC reviews and approves or disapproves cost-sharing remediation plans on a case-by-case basis.

d. The recipient must maintain records of all project costs that are claimed s cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost sharing includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must also request prior approval before changing the source or type of cost sharing. See Section III(e)(4).

XII. PROGRAM INCOME

a. Program income does not include Federal funds received under an award. Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in §200.307(f). Examples include fees charged for conferences or workshops, fees for services performed, the use or rental or real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

b. FPAC recommends treating program income with the additive method, however recipients may request to use the deductive method.

c. If program income is earned and not already identified and addressed in the award, the recipient must provide notification to the FPAC BC GAD via e-mail to FPAC.BC.GAD@usda.gov and indicate the preferred treatment method (additive or deductive).

d. Program income may be used to meet recipient cost-sharing requirements with the approval of the Government.

e. Recipients must report all program income on the applicable SF 270 and SF 425 as it is earned.

XIII. NONEXPENDABLE EQUIPMENT

a. Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. All other recipients must follow these procedures.

b. Title to equipment acquired under a Federal award will vest conditionally in the

recipient upon acquisition. The recipient must not encumber the property without approval of the Government.

c. The recipient must use the equipment for the authorized purposes of the project for as long as needed whether or not the project or program continues to be supported by the Federal award. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

    1. Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
    2. Activities under Federal awards from other Federal awarding agencies.

d. The recipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

e. The recipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years until final disposition.

f. When equipment is no longer needed for any of the purposes set out in this provision and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request for disposition instructions to FPAC.BC.GAD@usda.gov.

XIV. LIMIT OF FEDERAL LIABILITY

a. The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

b. For awards where it is anticipated that the period of performance will include multiple budget periods, all subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

XV. AMENDMENTS

The parties may modify this agreement via formal amendment executed by the authorized signatories of each. The FPAC Business Center's Grants and Agreements Division has developed streamlined procedures for certain agreement changes, including no-cost extensions and some changes to agency and recipients contacts that do not require formal amendments. Contact the administrative contact for this award for instructions.

XVI. PRIVACY ACT AND PROHIBITION AGAINST CERTAININTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the **“Prohibition Against Certain Internal Confidentiality Agreements:”**

    1. You may not require your 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. You must notify your 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 FPAC determines that you are not in compliance with this award provision, FPAC:

        i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;

        ii. May pursue other remedies available for your material failure to comply with award terms and conditions.

XVII. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and

Energy Act of 2008 (PL 110- 246), 7 U.S.C. 8791 as described below. Responsibilities.

a. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

b. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

c. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

d. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

e. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

f. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

g. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

h. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

i. Any State’s “sunshine law,” “open records act” or other version of the Freedom of Information Act is superseded by section 1619 under the

Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

j. Protected Information.

Examples of the types of information prohibited by disclosure under Section 1619 include, but are **not limited to**, the following:

i. State identification and county number (where reported and where located).
ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
iii. Farm, tract, field, and contract numbers.
iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
v. Acreage information, including crop codes.
vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
viii. Location of conservation practices.

k. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law"* (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

l. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

m. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

n. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVIII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The recipient (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 recipient (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

o. procure or obtain, extend or renew a contract to procure or obtain;

p. enter into a contract (or extend or renew a contract) to procure; or

q. obtain the equipment, services or systems.

XIX. NATIONAL POLICY REQUIREMENTS

The recipient must comply with all relevant public policy requirements, including those in general appropriations provisions, which can be accessed at this link: https://www.ocfo.usda.gov/docs/Regulatory_Statutory_and_National_Policy_Requirements_v2_2018_04_17.pdf

XX. TERMINATION

In accordance with 2 CFR 200.340, the recipient understands this agreement may be terminated in whole or in part as follows:

a. By the Federal awarding agency or pass-through entity, if a recipient fails to comply with the terms and conditions of a Federal award;

b. By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

c. By the Federal awarding agency or pass-through entity with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

d. By the recipient upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

e. If the Federal award is terminated for the recipient's material failure to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award, the termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) in accordance with 2 CFR200.341.

XXI. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

If the total value of the recipient’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any

period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

a. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:
    i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
    ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
    iii. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
    iv. Any other criminal, civil, or administrative proceeding if:
        A. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
        B. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
        C. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

b. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

c. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.

Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

d. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
    i. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

XXII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

b. The recipient 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 agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient.

c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 120 calendar days after the end date of the period of performance.

d. Recipients must submit all requests for reimbursements no later than 120 calendar days after the end date of the period of performance.

e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts.

f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work.

g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316 and the terms of this agreement.

h. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal award within one year of the period of performance end date, the Federal awarding agency must proceed to close out with the information available, including de-obligation of remaining funds. In addition, in accordance with 2 CFR 200.344, the Federal awarding agency must report the non-Federal entity's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS).

XXIII. NON-DISCRIMINATION IN USDA PROGRAMS

The recipient agrees that, 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.

FEDERAL – STANDARD 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.
(a) 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.
(b) Affirmative steps shall include:
(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) 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;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
(6) The Prime Contractor, if subcontracts are to be let, take affirmative steps listed in paragraph (b)(1) through (5) of this section.

Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials.
A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.

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 —Federal Financial Assistance
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) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See § 200.323.

(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]

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Patrick Brown, Purchasing Director

Co-Submitter: Jessica Cortes

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Approval of Contract: Approve the First Amendment to the contract for Public Defender Services provided by Harris & Winger, P.C.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment for Public Defender Services with Harris & Winger, P.C. in the amount of $161,377.62.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The Flagstaff Municipal Court is required to appoint counsel to an indigent defendant in any criminal proceeding that may result in jail time or to argue for release when a bond is imposed at the initial appearance. In the latter, the appointment will terminate upon the defendant's release from incarceration unless continued appointment is otherwise necessary. Discretionary appointment may be ordered for any other criminal proceeding for an indigent defendant if required by the interests of justice. The City of Flagstaff is not in a position to provide these services and therefore must contract out for them. Harris & Winger, P.C. ("Harris & Winger") has been providing Public Defender Services under the current contract for the past four years. In recent years, there has been an increase in cases where jail time is being sought for indigent defendants. As a result of the increased caseload, Harris & Winger is requesting additional funds to pay for an additional staff member and to provide equitable salary increases for the current staff. This amendment is for this final year of contractual services only. The Public Defender Services Contract expires after this year and is due to be re-solicited.

Financial Impact:

Project Name: Public Defender Services
Additional Cost: $161,377.62.
Account Number Budgeted: 001-01-016-0060-1-4205 - Legal Fees
FY25 Budgeted Amount: $445,963.00
Additional needs in FY 25: $26,896.27, funded with salary savings
FY26 Budgeted Amount $454,882.00
Additional need in FY 26: $134,481.35, Budget Team will work to identify the additional resources in FY 2025-26 to fund this contract amendment. A budget amendment may be required and will be determined at June 30, 2026.
Funding Source: General Fund

Note: Staff expects to see future fiscal year impacts as a result of the need for these contracted services. An RFP will be issued in the fall/winter which will determine potential ongoing impacts to the General Fund.

Policy Impact:

Legal representation is required per Arizona Revised Statutes Rules of Criminal Procedure - Rule 6.2.

Appointment of Counsel for Indigent Defendants.

Previous Council Decision or Community Discussion:
The Flagstaff City Council has approved the use of contracted Public Defender Service for the past 25 years.

Options and Alternatives to Recommended Action:

1. Approve the First Amendment for Public Defender Services with Harris & Winger.
2. Do not approve the First Amendment for Public Defender Services with Harris & Winger, and direct staff to find alternatives.

Background and History:
On June 15, 2020, Purchasing posted a Request for Proposals for Public Defender Services on the PlanetBids website and advertised the RFP in the Arizona Daily Sun on June 17 and 24 of 2020. There was one (1) proposal received from Harris & Winger and was opened electronically on July 17, 2020. A five-member Selection Committee consisting of City staff reviewed and evaluated the proposal. Based upon the numerical scoring of the proposal, the Selection Committee determined that Harris & Winger was very qualified to perform the Public Defender Services. Harris & Winger scored very high (2280 out of 2500 points), and demonstrated clear knowledge and experience providing public defender services, as well as the needs of the City. On March 9, 2021, the subsequent Professional Service contract was executed between the City of Flagstaff and Harris & Winger.

Recent changes, outside of Harris & Winger's control, have led to a significant increase in those cases requiring Public Defender Services. As a result of these changes, Harris & Winger will need to bring on additional staff and provide salary increases to maintain current staffing levels. On April 14, 2025, Harris & Winger submitted a supplemental bid requesting additional funding. Their original request was $337,164.17, but after meeting with staff that amount was reduced to $161,377.62. This increased amount is for one full-time assistant at $50,000 and compensation increases for current staff members, totaling $111,377.62.

Connection to PBB Priorities and Objectives:
High Performing Governance - Serve the public by providing adequate funding for the Public Defender Services contract for legal representation of counsel for indigent individuals charged with a crime in the Flagstaff Municipal Court, in compliance with Arizona Rules of Criminal Procedure Rule 6.2 Appointment of Counsel for Indigent Defendants.

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None.

Connection to Division Specific Plan:
None

Attachments: First Amendment
Exhibit A

FIRST AMENDMENT

PUBLIC DEFENDER SERVICES
Contract No. 2020-101

This First Amendment ("First Amendment") to the fully executed Public Defender Services (Contract No. 2020-101) dated March 9, 2021 (the "Initial Contract") is made and entered into this ____ day of _____, 2025, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Harris & Winger, P.C. ("Contractor").

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

A. Compensation, Article 2 – "Compensation" is amended to increase the annual compensation for the final extension year of the contract by $161,377.62 ($50,000 for new staff hire and $111,377.62 for current staff increase in equity as outlined in Exhibit A modified Proposal for Increase from Harris & Winger of this amendment.

B. 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

By:_____
Greg Clifton, City Manager

Dated:_____

Attest:

_____
City Clerk

Harris & Winger, P.C.

By:_____

Title:_____

Dated:_____

Approved as to form:

_____
City Attorney

CITY OF FLAGSTAFF

PROPOSAL FOR MODIFICATION TO CONTRACT FOR PUBLIC DEFENDER SERVICES

Submitted 04/14/2025

By
Harris & Winger, P.C.
6 E. Aspen Ave., Ste. 250
Flagstaff, Arizona 86001
(928) 774-0011

I. Summary of Request

Harris & Winger PC proposes an increase of **$337,164.17**[1] for the final year of the City of Flagstaff Public Defender Service Contract in exchange for an agreement to extend the final year of the contract. Harris & Winger, PC needs this increase to assess if it can rectify current understaffing, insufficient salaries, inability to hire professionals to perform contract obligations, and the rapidly deteriorating competency of representation because of unexpected and extraordinary increase in demand for client services under the contract. Harris & Winger, PC requests this one-time, last year increase to determine if it can continue its 25-year tradition of representing indigent defendants as the public defenders for the City of Flagstaff under a future long-term contract at the conclusion of the current contract in March of 2026.

II. Introduction and Summary of the Firm

Harris & Winger, P.C. (the "firm") was founded in 1991 by former Congresswoman Ann L. Kirkpatrick. Ann began the practice in the basement of the Federal Building in downtown Flagstaff. Ann Kirkpatrick's decision to start a new firm was the result of her desire to practice law in a more balanced environment - an environment that focused on people and not just profits. Her dream was to build a firm where each attorney had the freedom to develop a high-quality legal practice that was both professionally and personally satisfying. Today, with the partners' personalized approach to the practice of law and their philanthropic commitment to the community, the firm realizes Ann's dream each day.

In 2009, with Ann's election to U.S. Congress, the firm was proud to have a new partner take Ann's place, and the firm became known as Harris & Winger, P.C. The City of Flagstaff continued to receive the same diligent representation of its indigent and mentally ill clientele that the firm has always provided.

Our telephone number is (928)774-0011. The fax number is (928)774-0115. The firm's website is www.azharrislaw.

For the past 25 years, our attorneys and legal staff have built a solid and professional working relationship with the Citizens of Flagstaff, Flagstaff Municipal Court Administration and Judges, the Flagstaff City Attorney's Office, and Flagstaff Police Department that has enabled us to serve the community by providing legal services for individuals who otherwise could not afford representation.

[1] From the current rate of $445,962.00 annually to $783,126.17.

III. Substantial and Continuing Change in Circumstances

This request is based on the following substantial and continuing changes in circumstance:

A. INFLATION

- The current annual contract pay is insufficient given extraordinary changes in economic circumstances nationwide, particularly economic changes in Flagstaff, Arizona.
    - Inflation in Flagstaff between 2021 and 2025 has increased 19%.
    - Harris & Winger, P.C.'s increase is first based on a 19% increase in contract amount based on unanticipated inflation since entry into the contract.
    - **TOTAL**: The inflation-based increase for the final year of the contract for non-personnel expenses (rent, commodities, insurance, taxes, IT, software, hardware, equipment leases, telephones, postage, accountants, etc.) is: **$27,550.00**.[2]

B. INADEQUATE SALARIES FOR EMPLOYEES

- Low salaries that Harris & Winger, P.C. can pay under the contract have resulted in loss of quality employees, particularly attorneys, who cannot be replaced with the current salary amount. There is a risk of further loss of quality employees because of inequitable pay.
    - Since 2021, Kevin Harris has been paid an annual salary for full-time work on the contract in the amount of $100,000.00. A 2025 comparable annual salary for a Chief criminal city attorney (70R) working for the city for 25 years is: $132,664.00 equaling a necessary increase of $32,664.00 to the annual contract amount.
    - Since 2021, Chad J. Winger has been paid an annual salary for 3/4 full-time work on the contract in the amount of $70,000. Based on the below changes in circumstances, Chad J. Winger has begun having to work 1 ¼ full-time on the contract. A 2025 comparable salary for a criminal city attorney III (65R) working for the city for 20 years is: $123,415.39 equaling a necessary increase of $53,415.39 to the annual contract amount.

[2] $145,000.00 x .19=$27,550.00

- Since 2021, Sarah Snelling has been paid an annual salary for full-time work on the contract in the amount of $70,000.00. Based on the below changes in circumstances, Sarah Snelling has begun having to work 1 ¼ full-time on the contract. A 2025 comparable salary for a criminal city attorney II (60R) working for the city for 8 years is: $95,668.75 equaling a necessary increase of $25,668.75 to the annual contract amount. Without this increase, retaining Ms. Snelling in the immediate future is unlikely.

- Jaselle Blacktaildeer is paid an annual salary for full-time work on the contract in the amount of $36,000.00, which is the current minimum wage in Flagstaff. A comparable salary for a Legal Specialist (15R) is $42,524.06 equaling an necessary increase of $6,524.06.

- The necessary increase to the annual contract amount to make current employee salaries competitive for comparable work is: $111,748.14.

- Payroll tax increase on salaries $111,748.14 x .0765=$8,548.73.

- **TOTAL**: Salary increase $111,748.14 + payroll tax increase $8,548.73=**$120,296.87**

C. WORKLOAD AND OTHER SUBSTANTIAL CHANGES IN CIRCUMSTANCES IN THE PAST 20 MONTHS

- Under the current workload, substantial modification in prosecutorial plea policies, and the doubling of case assignments, employing fewer than 4.5 full-time attorneys and 2 legal secretaries/paralegals under the contract runs contrary to Constitutional requirements for misdemeanor indigent representation set forth in *State v. Smith*, 140 Ariz. 355, 362, 681 P.2d 1374, 1381 (1984). "The attorneys involved, however, are in a position to know when a contract will result in inadequate representation of counsel." *Smith*, 140 Ariz. at 362, 681 P.2d at 1381. Harris & Winger, PC have reached the cautionary point of *State v. Smith*.

- It is essential that Harris & Winger, P.C. hire a full-time, part-time attorney, and another legal secretary/paralegal to continue efficient court operations, general good will with the citizens of Flagstaff, ethical and professional representation, and general competency for each case.

- The increase in numbers of attorneys is necessary to Constitutionally and ethically represent clients based on the extraordinary increase in court appointments, increased litigation, and trials, particularly based on stricter plea

and sentencing policies of the City and the doubling of case appointments on non-DUI misdemeanors. In the past, the City Attorney's Office handled significantly more cases with indigents *pro per*. Recently, the City Attorney's Prosecutor's Office has adopted policies whereby those case management responsibilities have shifted to Harris & Winger, PC. There has been a dramatic increase in appointments that in the past were handled as *pro per* cases by the City Attorney's office. This shift has created an imbalance in Harris & Winger's resources to defend each defendant while the City Attorney's Office has more resources to implement stricter plea and sentencing policies.

- Throughout the duration of this contract beginning in 2021, all misdemeanor filings in the Flagstaff Municipal Court have decreased every fiscal year while case appointments to Harris & Winger, PC have doubled over the contract period.

    - 2021, the first fiscal year of the contract 4633 misdemeanor non-DUI cases were filed in the Flagstaff Municipal Court. Harris & Winger were appointed to 305 of those non-DUI cases.

    - 2024, the last full fiscal year of the contract 4373 non-DUI misdemeanor cases were filed in the Flagstaff Municipal Court. Harris & Winger were appointed to 609 of those non-DUI cases.

    - The doubling of appointments when total case filings slightly dropped is extraordinarily significant to our practice and need for additional resources to handle an unanticipated doubling of workload.

    - Notably non-DUI cases are appointed almost exclusively based on whether the City Attorney's Prosecutor's Office represents to the court that it is seeking jailtime against each individual defendant. While Harris & Winger, PC respects the City Attorney's Prosecutor's Office discretion to make criminal justice policy. Policy changes come with costs.

- Recently, the manner of appointments has seriously disrupted office procedure. Many of our appointments are made for Defendants at the Defendant's first Pre-Trial Conference. In the past 25 years, all appointments, except for a few anomalies, were made before the Defendant's first Pre-Trial Conference and Harris & Winger, PC were prepared in advance to manage all cases at a Defendant's first Pre-Trial Conference. Because of the late appointment of a significant number of cases, because of the City Attorney's Prosecutor's Office's late determination to seek jail time, gathering documentation from the Court and the City Attorney's Office before a quickly reset Pre-Trial Conference has caused our office staff to double prepare each week's Pre-Trial Conferences, the most substantial task for the legal secretaries/paralegals. Preparing for Pre-trial

Conferences consumes more than half of office staff and attorney time. These late appointments require continuance of almost every first non-Jury Trial setting because the non-jury trial set at arraignment is scheduled within 10 days of the Defendant's second Pre-Trial conference (the first Pre-Trial Conference after appointment of Harris & Winger, PC. These late appointments are novel to Harris & Winger, PC and have substantially disrupted a long-standing effectively and efficiently managed case load.

- Because of stricter plea policies on DUI's, attorney time and resources required to defend clients in DUI cases have doubled over the last six months. Plea negotiations on DUI cases have ceased. Defendants are now offered to plead to the charge and the most likely sentence to be imposed by the judge following trial. Frequent Jury Trials are now inevitable. Under contracts with the City for the past 25 years, Harris & Winger, PC, has been required to conduct an average of 1-3 DUI Jury Trials per year. Based on the current circumstances, under new plea and prosecution policies, Harris & Winger, PC is currently preparing for 10-15 DUI Jury Trials and projecting 25-30 DUI Jury Trials in the final year of the contract.

- The stricter plea policies have eliminated all early disposition of DUI cases. Early disposition of DUI cases was a common occurrence for the past 25 years. The lack of early disposition of DUI cases requires substantially more attorney and paralegal time.

- Because of stricter policies regarding the prosecution of non-DUI jury eligible offenses, primarily shoplifting cases, attorney time and resources required to defend clients in non-DUI Jury Trials is a new consideration for Harris & Winger, PC under the contract. Non-DUI Jury Trials have never been part of the calculus of the cost of indigent defense. However, 7 non-DUI Jury Trials are currently set for Jury Trials. Under contracts with the City for the past 25 years, Harris & Winger, PC, has been required to conduct an average of 0 non-DUI jury trials per year. Based on the current circumstances, under new plea and prosecution policies, Harris & Winger, PC is projecting 20-25 non-DUI Jury Trials in the final year of the contract.

- Because of new policies related to Rule 11 cases, attorney time and resources on these serious matters have significantly increased for Harris & Winger, PC. In the past, the City has dismissed Rule 11 cases for defendants who have previously been declared by a court as not competent. Now, such cases are proceeding through the Coconino County Superior Court despite a prior determination of incompetency. Previously, unless a specific societal protection or Defendant's need could realistically be addressed in Rule 11 proceedings wherein the City would expend the extraordinary cost of restoration or post non-restorable care, Rule 11 misdemeanor cases were dismissed. Recently, Judge Steinlage, Coconino County Superior Court commented in open court, on the record stated that he has seen a dramatic increase in Rule 11 cases from the

Flagstaff Municipal Court. Rule 11 cases are the most serious cases that Harris & Winger, PC handles under the contract. Rule 11 cases are extraordinarily time consuming for attorneys.

- In the past 25 years, Defendants being placed on probation have been the exception rather than the rule. The City Attorney's Office has implemented a policy that placing Defendants on probation is now the rule. This new policy will result soon in a dramatic increase in Harris & Winger, PC's obligation to represent Defendants for an average of a year following a plea. There will be a substantial increase in the need for representation in probation revocation proceedings.

- The City has implemented prostitution stings resulting in the filing of many prostitution cases with mandatory jail time for the Defendants. Harris & Winger, PC has rarely, if ever, defended a prostitution case in the Flagstaff Municipal Court over the past 25 years, but now has approximately 20 prostitution cases forthcoming, all with Jury Trial implications and very serious consequences for Harris & Winger, PC's clients. The City Attorney's Office has determined that it expects the client to plead to the charge and agree to a sentence that will never be more substantial than the judge will sentence after trial. The Defendant's in these cases have no incentive to avoid trial except to avoid public embarrassment. Defense counsel cannot advise clients to give up their constitutional right to a trial in exchange for nothing.

- The court's automatic text notification system has created significant waste of resources and firm reputation damage. The automatic text notification system did not exist at the beginning of the contract. Our clients routinely receive direct communication from the court instructing them to appear for court hearings that have been postponed, or for cases that have been pled and sentenced, or that are simply incorrect. This causes significant time waste for attorneys and staff to cure the client's confusion. The system erodes our client's trust in our representation that has ripple effects throughout the client's case. A very important aspect of an Attorney-Client relationship is a client's trust to follow the attorney's advice. This system has compromised this important aspect of our relationship with our clients. It has damaged our firm's reputation.

D. MISCELLANEOUS CONSIDERATIONS

- Harris & Winger, PC respects the City's right to adopt and change its criminal justice policies and prosecutorial policy that increase indigent appointments and require more criminal litigation under the contract. Harris & Winger, PC also requests reciprocity from the City by accepting that these changes increase the cost, risk and liability, potential damage to reputation if unable to adequately represent Defendants, and increased need for support staff and professionals to meet the needs of the City's changes in its criminal justice policy.

- More financial resources are needed for staff to meet the demands under the contract and to address hiring difficulties and unexpected cost of living increases in Flagstaff and to address recent never before experienced employee retention issues. Hiring is impossible with current resources under the contract. Simply put, no attorney wants to relocate to Flagstaff to work on the salary that the contract provides.

- Currently, $36,000 per year for a legal secretary/paralegal is the current minimum wage in Flagstaff. Support staff are entitled to more than minimum wage for the gravity of the work that they perform.

- In October of 2023, Harris & Winger, PC lost Alex Rubel, one of four attorneys working on the contract, due to a better financial opportunity for similar work. Since that time, Harris & Winger, PC has been unable to hire a new attorney because of Flagstaff's inflation, high cost of living, and the low offered pay.

- In January of 2024, Harris & Winger, PC lost Carly Winger, a paralegal with 12 years' experience working on the contract with the City of Flagstaff. Frustration with the aforementioned change in circumstances, low pay, and burnout caused the loss of this valuable employee.

- Contrary to good public policy, support staff and attorneys providing services under this contract do not receive benefits nor salary commiserate with comparable positions in the legal field in Flagstaff, Arizona because the current price of the contract is insufficient.

- Without the increase in funds, Harris & Winger, PC, cannot meet the needs of the Constitutionally required representation with which we are charged.

E. ADDITIONAL HIRES:

- Harris & Winger, PC, needs to hire 1.5 Attorneys I (55R) and 1 Legal Specialist (15R) immediately to meet the new demands of the contract set forth above.

- 1.5 Attorneys I (55R) $120,058.77 plus payroll tax costs ($120,058.77 x .0765) $9,184.50. Total cost for additional 1.5 Attorneys: $129,243.27

- 1 Legal Specialist III (20R) with substantial experience $55,805.04 plus payroll tax costs ($55,805.04 x .0765) $4,269.08. Total cost for an additional 1 legal assistant: $60,074.13.

- **TOTAL:** Additional hire increase totals: **$189,317.39.**

The proposed price increase is indispensable for Harris & Winger, P.C., to continue to provide competent, constitutional, and ethical representation to assigned clients.

IV. Summary of Increased Annual Costs Outline Herein

Inflation Increase:	~~$ 27,550.00~~	
Increase to Current Salaries for Equity:	~~$120,296.87~~	$111,377.62
Additional Hires:	~~$189,317.30~~	$ 50,000.00
TOTAL OF REQUESTED INCREASE:	~~**$337,164.17**~~	$161,377.62

V. Conclusion:

The requested amount fairly compensates the firm and will allow Harris & Winger to ethically and effectively represent all clients for cases assigned by the Flagstaff Municipal Court with adequate personnel.

The current contract cannot support the necessary professionals and staff to effectively meet obligations under the current contract and substantial change in circumstances in contract obligations. This firm has been operating with insufficient labor to meet the needs of assigned clients because of the changes in circumstances since 2023. This increase request is designed to cover the costs and expenses and to hire professional staff to provide quality indigent defense services for citizens and maintain efficient operations at Flagstaff Municipal Court. Lastly, the increase is necessary to ascertain if Harris & Winger, PC, can continue its 25-year tradition as contract public defenders for the City of Flagstaff under another long-term contract. If with the requested increase, Harris & Winger, PC continues to be unable to hire and retain employees, we may not be able to continue our services with the City of Flagstaff. Harris & Winger, PC believes that the requested increase will result in the necessary resources to continue our service to the city for the indefinite future.

HARRIS & WINGER, P.C.

/s/ *Kevin B. Harris*

Kevin B. Harris, Esq.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Collin Seay, Deputy Police Chief

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Approval of Contract: Cooperative contract for the purchase of Law Enforcement Staffing Solutions from Performance Protocol for the Flagstaff Police Department.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase of the Performance Protocol Law Enforcement Staffing Solutions consulting program for the Flagstaff Police Department.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Flagstaff Police Department wants to create a partnership with Performance Protocol to provide consulting services for our department in the areas of recruitment and retention. This program is funded through the Arizona Department of Public Safety, who provided the City of Flagstaff with $150,000.00 for recruitment and retention consultation. Performance Protocol has a 2024 state cooperative with the Arizona Department of Public Safety, and we are looking to use that cooperative for this contract. Performance Protocol will provide the following services to the Flagstaff Police Department:

1) An audit of our current recruitment strategies
2) An onsite recruitment bootcamp for our recruitment team to learn best practices and strategies
3) Talent Tracker to streamline the hiring process
4) A Leadership bootcamp which is training for existing leaders to refine their leadership skills
5) Performance Coaching which is designed around career development and retention of employees

These tools are specifically designed around developing our department's ability to successfully recruit and retain our sworn and professional staff. We will focus on strategies to recruit from within our community and develop all of our leaders to be equipped with the best strategies to retain our staff. The city has already received the funding for this program from the State of Arizona, and there will be no impact on the city general fund or FPD budget.

Financial Impact:

Project Name: Law Enforcement Staffing Solutions with Performance Protocol
Cost: $150,000
Account Number Budgeted: 001-04-062-6278-2.
FY2025-26 Budgeted Amount: $500,000.
Grant Funded: 100%, $150,000
Funding Source: State of Arizona through the Department of Public Safety

Policy Impact:

Aligns with the Flagstaff Police Department's mission of protecting and preserving life. Successfully recruiting

and retaining the correct employees will allow us to continue to provide elite service to the entire community.

Previous Council Decision or Community Discussion:
There has not been a previous council decision on this type of consulting product as it is a new program for the Flagstaff Police Department.

Options and Alternatives to Recommended Action:
1) Council can approve the contract with Performance Protocol which will increase our strategy to recruit and retain our sworn officer and professional staff.
2) Council can deny the contract with Performance Protocol.

Background and History:
The Flagstaff Police Department has routinely lost approximately 20 officers per year over the past seven years due to lateral transfer to other agencies, retirement, departmental discipline, and the decision to change professions. Recruitment and retention has always been a challenge at the Flagstaff Police Department and to all law enforcement agencies in the state and country. This program will allow innovative new ideas to better connect with new applicants, and it will also teach retention strategies to supervisors to help retain our employees.
The City Procurement Section researched a cooperative contract for the City to utilize to obtain these services. The Arizona Department of Public Safety conducted a competitive and open procurement process through Request for Proposal BPM006496 that resulted in CTR073948 with the Contractor.

Connection to PBB Priorities and Objectives:
Safe and Healthy Community: Aligns and advances city's broader priorities, reinforcing trust between the government, and the community it serves.

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:
There is no connection to Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:
There is no connection to the 10-Year Housing Plan.

Connection to Division Specific Plan:
The Flagstaff Police Department is committed to recruiting the most talented and diverse group of employees that will resemble the community they serve. Our intention is to focus our recruitment efforts right here in the community while also being inviting to talented individuals from across the nation wanting to pursue a law enforcement career in Flagstaff.

Attachments: Cooperative contract 2025-233
Signed IGA
Retention Initiatives

COOPERATIVE PURCHASE CONTRACT
Contract No. 2025-233

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 Hundred Public Safety INC. DBA Performance Protocol, a Delaware corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of **Law Enforcement Staffing Solutions**.

B. The **Arizona Department of Public Safety** conducted a competitive and open procurement process through Request for Proposal **BPM006496** that resulted in Contract No. **CTR073948** with Contractor ("Agency Contract");

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:

Law Enforcement Staffing Solutions

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:

   4.1 Payment to Contractor for the materials and/or services not to exceed **one hundred fifty thousand dollars and zero cents ($150,000.00)**; made in accordance with the price list and terms set forth in the Agency Contract.

   4.2 Any adjustment to the Payment amount 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 and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of two (2) years with an option for one (1) one (1) year renewal periods presuming that the underlying Agency Contract has not expired or been terminated.

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

To the City:
Collin Seay
Deputy Police Chief
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Cseay@flagstaffaz.gov

To Contractor:
Joe Ducey
Hundred Public Safety DBA Performance Protocol
1305 W. Auto Drive
Tempe, Az 85284
Joe@performance-protocol.com

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

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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.

HUNDRED PUBLIC SAFETY DBA PERFORMANCE PROTOCOL:

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 January 6, 2025

EXHIBIT A
SCOPE OF WORK
(attached)

1. Law Enforcement Staffing Solution Proposal (11 pages)

PERFORMANCE PROTOCOL

LAW ENFORCEMENT STAFFING SOLUTIONS PROPOSAL

Prepared for
Flagstaff Police Department

CURRENT STATUS

AGENCY OVERVIEW

Flagstaff Police Department has expressed interest in improving their human capital situation. Based on the statistics below and information gathered through a discovery session with Performance Protocol's Strategic Alliance Team, the following solutions are recommended to achieve the desired outcomes expressed by **Flagstaff Police Department**.

KEY CONCERN #1

Lack of Synergy Across Department for Recruiting

KEY CONCERN #2

No tracking of advertising or Recruiting pipeline

KEY CONCERN #3

Lack of visibility to metrics in Recruiting pipeline

DESIRED OUTCOMES:

BUILD A ROBUST FUTURE FOCUSED RECRUITMENT PLAN	MEET OR EXCEED STAFFING TARGETS
BUILD RECRUITING ALIGNMENT INSIDE THE ORGANIZATON	CREATE PULL THROUGH WITH HIGHLY QUALIFIED APPLICANTS

RECOMMENDED SOLUTIONS:

See following pages for details on each recommended solution.

RECRUITMENT AUDIT

RECRUITMENT BOOTCAMP

TALENT TRACKER, ATS

LEADERSHIP BOOTCAMP

RECRUITMENT AUDIT

The Recruitment Audit is an on-site, deep dive consulting engagement tailored for law enforcement agencies seeking to enhance their recruitment processes and competencies. This comprehensive audit involves all relevant recruitment team members and stakeholders.

This comprehensive and data-driven assessment critically evaluates the efficiency of the recruiting processes, tools, resources, and personnel competencies. A full report, interpretation, and next steps are included with the service.

Key Components of the Recruitment Audit:

Process Efficiency & Optimization: The audit identifies and addresses bottlenecks, redundancies, and inefficiencies within existing workflows. By streamlining these processes, the hiring timeframe is reduced, enhancing the return on investment in recruitment activities and improving time from contact to contract. Ie. significantly less applicant attrition due to delays.

Data Accuracy and Integrity: Ensuring the reliability and completeness of recruitment data is a priority. This component supports leadership by providing current and accurate data, fostering transparency throughout the recruitment process.

Identification of Best Practices: By analyzing historical data, the audit helps pinpoint successful recruitment strategies that can be replicated. This approach leverages evidence-based decision-making to boost the overall effectiveness of recruitment efforts.

Talent Pool Analysis: Utilizing deep data insights, the audit identifies effective candidate outreach strategies and directs recruitment efforts towards high-potential segments, ensuring a diverse and competent pool of future hires.

Continuous Improvement: The service establishes a framework for ongoing recruitment monitoring and refinement, promoting a culture of continuous enhancement within recruitment teams.

The Audit Experience:

- Collaborate with key personnel & stakeholders to identify potential challenges.
- Develop bespoke recruiter sales processes and approaches.
- Strategies to initiate high school engagement and delayed entry programs.
- Sharpen presentation skills and refine the entire recruitment workflow for efficiency.
- Align all stakeholders and craft consistent workflows from recruitment initiation to hiring.
- Strategize and certify marketing endeavors, conduct market analysis for optimized prospecting, and set precise metrics and goals.

This audit is not merely about identifying areas for improvement—it is a commitment to establishing a robust, forward-thinking, and efficient recruitment strategy.

By choosing this audit, law enforcement agencies can confidently prepare for a future where recruitment is strategic, data-driven, and aligned with organizational goals.

For more information, you may request a full executive summary document if you have not yet been provided one.

LEADERSHIP BOOTCAMP

The Leadership Bootcamp is specifically tailored for law enforcement leaders, designed to sharpen leadership skills, enhance communication techniques, and boost self-awareness. This dynamic program addresses the immediate and complex challenges faced by today's law enforcement leaders through a robust curriculum.

Key Components of the Bootcamp:

Leadership Excellence: Participants will learn about various leadership styles, including the differences between transactional and participative approaches, and how to embody leadership qualities that inspire and motivate teams.

Enhanced Communication Skills: The program focuses on refining communication methods to effectively bridge organizational gaps. Exercises designed to foster active listening, recognize generational differences, and build trust are central to this training. Strategies to clarify decision-making processes and define communication responsibilities are also covered.

Self-Awareness and Feedback: Attendees receive real-time feedback to help identify their strengths and areas for improvement. The bootcamp promotes ongoing development and equips leaders with tools to enhance their emotional intelligence.

Organizational Impact: By strengthening leaders' capabilities, the program aims to enhance team morale and cohesion, and reduce turnover. Participants explore different cognitive styles—like IQ, EQ, and PQ—and their effects on decision-making and leadership effectiveness.

Conflict Resolution: The curriculum includes strategies for building trust-based relationships and effectively managing challenges within teams, balancing corrective actions with maintaining positive morale.

Tailored Strategies: The bootcamp offers personalized strategies to address modern leadership challenges. Participants work closely with leadership coaches to deepen their understanding of generational impacts, reputation management, staff retention, and other agency-specific issues.

Outcome and Benefits:

Participants of the Leadership Bootcamp will emerge with a greater ability to manage their teams and departments effectively, armed with practical solutions and strategies for continuous personal and professional growth. This training not only prepares leaders to better manage and inspire their teams but also equips them to handle departmental challenges with a renewed perspective on leadership.

By investing in this bootcamp, your agency will see immediate improvements in leadership quality, communication dynamics, and overall organizational health, laying the groundwork for a more effective and cohesive law enforcement agency.

Pairing the Leadership Bootcamp with Performance Coaching ensures new skills are applied effectively. Coaching offers ongoing support, accountability, and personalized feedback, helping leaders turn insights into actionable behaviors. This combination empowers participants to activate what they've learned, sustaining positive change and enhancing leadership practices within their agencies.

For more information, you may request a full executive summary document if you have not yet been provided one.

PERFORMANCE COACHING

Performance Protocol's (P2) unique coaching service is designed to bridge the gap between human performance and agency transformation. The goal is to transform good into great by enhancing personal and professional growth, which in turn maximizes retention within law enforcement agencies.

A Developmental Tool

Performance Coaching is a dynamic and interactive process where seasoned coaches provide personalized training, guidance, and accountability. This service helps officers identify their strengths and weaknesses, set realistic goals, and formulate strategies to boost performance and morale. All coaching is conducted through the P2 Platform which covers everything from finding a coach, to booking a session, and customer support. Our approach has led to significant improvements in agency metrics:

- 76% reduction in quitting
- 65% increase in happiness
- 42% increase in agency loyalty
- 92% utilization and satisfaction rates

Benefits of External Coaching

Opting for an external coach from P2 offers law enforcement officers a neutral, confidential environment to openly address challenges and implement effective strategies. This external perspective ensures unbiased support, encouraging better personal and professional outcomes across the board.

High Standards and Proven Effectiveness

Our Training Directors, veterans of the FBI National Academy and certified by the International Coaching Federation, ensure a rigorous coach selection and training process. Our coaches, drawn from law enforcement and specialized civilian fields, undergo continuous evaluation to maintain the highest standards of coaching excellence.

Industry Exclusive Retention Program

P2's retention program is tailored specifically for law enforcement, addressing critical issues such as:

- Reducing employee turnover and burnout
- Enhancing morale and attitudes towards the profession
- Supporting the development of high-potential employees
- Minimizing costs related to early retirement and attrition
- Eliminating negative impacts from poor decision-making
- Establishing incentives to attract and retain top talent

Cultural Impact and Metrics

We evaluate the impact of our services using 14 key metrics to provide comprehensive oversight to agency leaders, while ensuring confidentiality. All data, metrics, and reporting are available on demand in the Command Center, included with this coaching experience.

For more information, you may request a full executive summary document if you have not yet been provided one.

PURSUIT ATS (APPLICANT TRACKING SYSTEM)

Talent Tracker is an advanced applicant tracking system (ATS) designed specifically for law enforcement agencies. This innovative tool is engineered to enhance recruitment efficiency, supporting all levels of the organization from recruiters to department heads.

Enhanced Recruitment Efficiency

Talent Tracker optimizes the hiring process from initial candidate contact to final contract signing, increasing recruitment effectiveness dramatically. This system not only streamlines hiring tasks but also ensures that every step is optimized for the best outcomes, thus accelerating the entire recruitment lifecycle.

Key Features and Benefits

Data-Driven Recruiting: Integrates seamlessly with existing applications to maintain data consistency, allowing for aligned and strategic recruitment practices.

Efficient Process Customization: Enables teams to tailor the hiring process to specific needs while ensuring data integrity and efficient time management.

Empowerment of Recruiters: Provides department heads, hiring managers, and recruiters with instant access to essential data and tools, fostering a proactive recruitment environment.

Advanced Reporting Capabilities: Offers the ability to generate detailed, custom reports that link hiring activities with broader employee lifecycle stages, aiding strategic decision-making.

Streamlined Hiring Lifecycle: Features automation of tasks from headhunting and job posting to recruiting and onboarding.

Customizable Interview Process: Allows for the creation of tailored interview stages and pipelines, easy scheduling within the system, effective management of interview panels, and collection of high-quality candidate feedback.

Insightful Data Analysis: Tracks candidate progression through the hiring pipeline and correlates recruiting data with performance metrics to identify successful interviewers and predict high-performer potential.

Talent Tracker is the next generation of recruiting tools for law enforcement, offering a comprehensive solution that not only simplifies the recruitment process but also enhances its effectiveness.

By adopting Talent Tracker, law enforcement agencies can secure top talent efficiently and build a repeatable, scalable recruitment process. This ATS is crucial for agencies aiming to modernize their recruitment operations and achieve better strategic outcomes in talent acquisition.

Terms

This Solution Proposal is issued under and subject to the terms and conditions of the Master Services Agreement by and between Performance Protocol and Flagstaff Police Department ("Agency").

The intended Scope of Services are as defined in this Solution Proposal. Agency understands and agrees that scope, schedule, and budget are subject to change, upon mutual agreement by both parties.

Additional work required above and beyond the defined scope within this Solution Proposal will be handled by either change order to this Solution Proposal or a new Solution Proposal.

Products & Services	Quantity	Term (months)	Unit price	Price
Recruitment Audit A thorough review of a Law Enforcement Agency's hiring process, crafted to enhance efficiency and effectiveness. In this exercise , the bottlenecks in the Agency's current system, data precision , and uncover the recruitment strategies that have been proven to work. With expert guidance, the recruitment process will be streamlined, effectively engaging candidates and establishing a robust system that consistently attracts and secures top talent.	1		$12,000.00	$10,000.00 after $2,000.00 discount
Recruitment Bootcamp An on-site, multi-day workshop held at the location of your choosing aims to fundamentally elevate the skills of recruiters. Covering essential topics like data analytics and community engagement, it directly enhances the team's ability to attract and assess	1		$25,000.00	$25,000.00

Products & Services	Quantity	Term (months)	Unit price	Price
quality candidates. Through interactive training that is both engaging and educational, the Agency's recruiters will gain effective tools to boost application rates and hire top talent more efficiently.				
Talent Tracker (ATS) Talent Tracker optimizes the hiring process from initial candidate contact to final contract signing, increasing recruitment effectiveness dramatically. This system not only streamlines hiring tasks but also ensures that every step is optimized for the best outcomes, thus accelerating the entire recruitment lifecycle.	1	P24M	$60,000.00 / 2 years	$56,448.00 / 2 years after $3,552.00 discount for 2 years

Products & Services	Quantity	Term (months)	Unit price	Price
Leadership Bootcamp An intensive program tailored for Law Enforcement leaders, designed to refine their leadership skills, increase self-awareness, and improve communication. Through hands-on exercises and targeted coaching, participants tackle current leadership challenges, fostering stronger team dynamics and organizational effectiveness. Graduates leave with the tools to effectively manage and inspire their teams.	1		$25,000.00	$25,000.00
Set up and Kickoff Experiences In-person onboarding experience for Agencies rolling out the Performance Coaching Platform. Includes onboarding, concierce coach finding and platform support for new users coming online with the platform.	1		$5,000.00	$0.00 after 100% discount
Performance Coaching - Career Development and Retention Program for Law Enforcement Performance Coaching - Career Development and Retention Program for Law Enforcement	1	P24M	$33,552.00 / 2 years	$33,552.00 / 2 years for 2 years
Coaching Credits 1 Credit = $0.90 | 100	0		$0.90	$0.00

Products & Services	Quantity	Term (months)	Unit price	Price
Credits = One Level 1 Session | 150 Credits = One Level 2 Session | 200 Credits = One Level 3 Session				
Per two years subtotal				$90,000.00
				after $3,552.00 discount
One-time subtotal				$60,000.00
				after $7,000.00 discount
Total				**$150,000.00**

Primary Contact

For questions of clarity and continuity throughout the project, Performance Protocol's primary point of contact will be:

Contact Name: Joe Ducey
Email: joe@performance-protocol.com

Signature

Signature

Date

Printed name

EXHIBIT B
AGENCY CONTRACT
(attached)

1. CTR073948 Offer and Acceptance (60 page)
2. CTR073948 Price list (5 pages)

	Request for Proposal **SOLICITATION NO.: BPM006496** **Description: Law Enforcement Coaching/Training**	Arizona Department of Public Safety 2102 W. Encanto Blvd. Phoenix, Arizona 85009

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Hundred Public Safety Inc., DBA Performance Protocol Offeror company name	 Signature of person authorized to sign Offer
1305 W Auto Dr Address	Daniel Folk, CEO Printed name and Title
Tempe, AZ 85284 City, State, ZIP	Daniel Folk, CEO Contact name and Title
	daniel@performance-protocol.com Contact email address 917-890-4230 Contact phone number

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

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Orders 2023-01, 2009-09 or A.R.S. §§ 41-1461 through 41-1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or Service to a public servant in connection with the submitted offer Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. Complies with A.R.S. § 18-132 when offering electronics or information technology products, Services, or maintenance;
4. Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time per the Instructions to Offers. Any extensions to the Offer Acceptance Period shall be made in accordance with A.A.C. R2-7-C310;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the Materials or Services listed by the attached Contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

The Contract shall henceforth be referred to as Contract No. CTR073948
The effective date of the Contract is 10/1/24

The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives purchase order, contract release document, or written notice to proceed.

State of Arizona Awarded this 1st **day of** October **20** 24

Procurement officer signature

	Request for Proposal **SOLICITATION NO.: BPM006496** **Description: Law Enforcement Coaching/Training**	Arizona Department of Public Safety 2102 W. Encanto Blvd. Phoenix, Arizona 85009

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Hundred Public Safety Inc., DBA Performance Protocol Offeror company name	 Signature of person authorized to sign Offer
1305 W Auto Dr Address	Daniel Folk, CEO Printed name and Title
Tempe, AZ 85284 City, State, ZIP	Daniel Folk, CEO Contact name and Title
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CERTIFICATION: By signature in the above, Offeror certifies that it:

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Orders 2023-01, 2009-09 or A.R.S. §§ 41-1461 through 41-1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or Service to a public servant in connection with the submitted offer Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. Complies with A.R.S. § 18-132 when offering electronics or information technology products, Services, or maintenance;
4. Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time per the Instructions to Offers. Any extensions to the Offer Acceptance Period shall be made in accordance with A.A.C. R2-7-C310;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER

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State of Arizona Awarded this 1st **day of** October **20** 24

Procurement officer signature

Attachment N - Method of Approach

Attachment N – Method of Approach

The Offeror shall provide a narrative response to each section that demonstrates their understanding of the Scope of Work requirements and describes the company's overall method of approach for providing the Service(s) stated in this Solicitation. If there is a section that is not applicable to the Services required by the Scope of Work, you may mark it "N/A".

Offeror shall provide a response either after each section or in a separate document entitled: "Attachment - Method of Approach." If a separate document is used, please clearly designate each section and double-check to ensure that each question has been answered. If any information provided is considered CONFIDENTIAL by Offeror, the information must be specifically included in the Confidential Information Designation Attachment and related documentation to be assessed for confidential treatment under A.A.C. R2-7-103.

1.0 Offeror to provide sufficient information on how they will perform law enforcement coaching/training Services that will result in better retention, innovative recruitment solutions and professional development.

Offeror Response:

Please see our response in the following attachment labeled: Attachment - Method of Approach

N1.0

P2's Performance Coaching program coupled with its in-person training and recruitment applications represent a suite of tools for law enforcement agencies that addresses key challenges related to retention, recruitment, and professional development.

The programs are designed to meet the unique needs of law enforcement personnel by providing tailored coaching that improves employee morale, enhances performance, and creates a bridge between command and patrol. The program ultimately leads to higher retention rates, more innovative recruitment strategies, and increased professional development opportunities for officers and staff.

Enhancing Retention for Law Enforcement Agencies:

P2's Performance Coaching program is a structured, data-driven solution designed to address the critical issue of employee retention and development within law enforcement agencies. Law enforcement personnel face unique challenges, including high levels of stress, burnout, and limited career development opportunities.

These factors often contribute to significant turnover, which can destabilize departments and undermine their effectiveness. P2's coaching program offers a comprehensive approach to improving retention by focusing on personalized professional development, stress management, and overall employee well-being.

Here's a detailed explanation of how P2's Performance Coaching program works and how it directly results in better retention for law enforcement agencies:

Program Structure: Tailored, Personalized Coaching:

P2's Performance Coaching program is built on the foundation of individualized coaching sessions designed to address the specific needs of law enforcement personnel. The program is delivered through P2's proprietary Performance Platform, a virtual, user-friendly system that connects employees with professional coaches who specialize in law enforcement.

The process begins with employee enrollment, where each employee voluntarily opts into the coaching program. This voluntary participation is key to the program's success, as it encourages genuine engagement and ownership of the personal development process. Employees are provided with an informational video explaining the benefits of coaching and how it can improve both personal and professional outcomes.

Once employees have enrolled, they are introduced to the platform and onboarded during in-person or virtual sessions. During this onboarding phase, employees learn how to navigate the platform, set up their accounts, and book their first coaching session. P2 ensures that this process is seamless and provides dedicated Coach Concierge support to assist employees with any technical issues, coach matching, and session scheduling.

Baseline Assessment: Measuring Key Metrics Before Coaching Begins:

Before the coaching sessions begin, P2 conducts a baseline survey to assess the current state of employee morale, well-being, and intention to leave law enforcement. The survey includes a variety of metrics such as:

- Overall life satisfaction
- Job satisfaction
- Stress levels
- Intentions to quit law enforcement or transfer to another agency
- Emotional well-being

This baseline data serves as a reference point that allows P2 and the agency to track progress and measure the effectiveness of the coaching program over time. By collecting this data upfront, P2 ensures that any improvements or changes observed during and after the coaching engagement can be clearly identified and attributed to the program.

One-on-One Coaching Sessions: Building Rapport and Trust:

The core of P2's Performance Coaching program lies in its one-on-one coaching sessions. Employees are paired with coaches through P2's algorithmic matching system, which ensures that each employee is connected with a coach whose expertise aligns with their specific needs and goals. This personalized match is critical to the success of the program, as it fosters trust and rapport between the coach and the employee, leading to more meaningful engagement and development.

The coaching sessions are conducted virtually through the P2 Performance Platform, allowing employees to participate from anywhere, whether they are in the office or in the field. Employees typically participate in 10-15 sessions per year, with the frequency and focus of the sessions tailored to the individual's specific needs.

Key Focus Areas of Coaching Sessions:

Stress Management: Law enforcement officers face intense stress in their daily roles. Coaches help employees develop practical stress management techniques, reducing the risk of burnout and improving overall well-being.

Career Development: Coaches work with employees to establish clear career goals, offering guidance on how to achieve promotions, pursue specialized roles, or transition into leadership positions.

Emotional Intelligence and Communication: Officers often deal with high-pressure situations that require emotional control and effective communication. Coaching focuses on improving emotional intelligence, helping employees manage their responses and communicate more effectively with colleagues and the public.

Work-Life Balance: Coaches assist employees in achieving a healthier balance between their professional responsibilities and personal lives, helping to reduce absenteeism and improve job satisfaction.

By addressing these key areas, P2's coaching program supports personal growth and professional development, creating a more resilient and engaged workforce.

Continuous Support and Monitoring: Measuring Progress:

Throughout the coaching engagement, P2 employs a continuous feedback loop to monitor progress and make adjustments as needed. Employees are encouraged to provide feedback on their coaching sessions, allowing P2 to refine the program to better suit their needs. Additionally, coaches work closely with employees to adjust the focus of their sessions based on real-time challenges and developments in their professional lives.

Every six months, P2 conducts follow-up surveys with employees to assess changes in the key metrics measured during the baseline assessment. This data is compared to the initial baseline to identify improvements in job satisfaction, life happiness, stress levels, and retention-related factors such as intent to quit or transfer.

End-of-Year Report: Demonstrating Impact:

At the end of the year-long coaching program, P2 compiles an End-of-Year Report that provides a detailed analysis of the program's impact on the agency. This report includes:

- Improvements in employee morale and well-being
- Reductions in turnover and absenteeism
- Increases in employee engagement and job satisfaction
- Any shifts in the metrics tracked during the baseline and follow-up surveys

This data-driven approach allows agencies to quantify the impact of the coaching program on retention and overall employee performance. According to P2's internal data, law enforcement agencies that participate in the program experience an 82% reduction in intention to quit, a 76% increase in agency loyalty, and a 69% decrease in the desire to transfer to another agency. These significant improvements demonstrate the tangible benefits of the coaching program.

How P2's Coaching Program Directly Improves Retention:

The key to improving retention through P2's Performance Coaching program lies in its ability to address the root causes of turnover in law enforcement. By providing employees with the tools and support they need to manage stress, pursue career advancement, and achieve work-life balance, the program helps to mitigate the factors that contribute to burnout and disengagement.

Stress Management and Burnout Prevention:
By teaching employees effective stress management techniques, P2's coaching program reduces the likelihood of burnout—a common reason for turnover in law enforcement. Employees who feel supported in managing their mental and emotional well-being are more likely to stay with their agency long-term.

Career Development and Growth Opportunities:
Employees often leave agencies due to a perceived lack of career advancement opportunities. P2's coaching program addresses this by helping employees set and achieve clear career goals. Whether they aim to move into leadership roles, pursue specialized positions, or improve their current job performance, coaching gives employees a pathway to success within the agency, reducing the likelihood that they will seek opportunities elsewhere.

Improved Communication and Emotional Intelligence:
Law enforcement officers must navigate complex interpersonal dynamics, both with the public and their colleagues. P2's coaching program helps employees improve their emotional intelligence and communication skills, leading to better relationships within the agency and a more positive work environment. This fosters a sense of belonging and loyalty, reducing the desire to leave.

Work-Life Balance and Job Satisfaction:
One of the biggest contributors to employee retention is overall job satisfaction. P2's coaching program helps employees achieve a better work-life balance, which is critical for maintaining long-term job satisfaction. Employees who feel that their personal and professional lives are in harmony are less likely to experience the stress and dissatisfaction that lead to turnover.

A Proven Path to Retention Improvement:
P2's Performance Coaching program is a proven, data-driven solution for improving retention in law enforcement agencies. By addressing the specific challenges that law enforcement personnel face—including stress, career development, communication, and work-life balance—P2 helps agencies build a more engaged, motivated, and resilient workforce.

With measurable improvements in key retention metrics such as intent to quit, agency loyalty, and job satisfaction, P2's program offers law enforcement agencies a sustainable way to reduce turnover, improve employee morale, and foster long-term professional development. The tailored, flexible approach of P2's coaching ensures that employees receive the personalized support they need to succeed, making it an invaluable tool for any agency committed to improving retention.

Enhancing Staffing and Innovative Recruitment Efforts:

P2 offers a suite of recruiting services designed specifically for law enforcement agencies to improve staffing outcomes and develop innovative recruiting strategies. These services include the Recruiting Audit, Recruitment Bootcamp, Recruiter Coaching, Applicant Tracking System (ATS), and Staffing Forecaster (Future Force).

Each service provides agencies with the tools and strategies necessary to optimize their recruitment process, enhance efficiency, and ultimately meet staffing demands more effectively. Below is a detailed explanation of how each service contributes to improved staffing and innovative recruitment efforts.

Recruiting Audit: Identifying Gaps and Opportunities for Improvement:

The Recruiting Audit is a comprehensive, data-driven evaluation of an agency's current recruitment practices. This process examines everything from recruitment workflows and data integrity to outreach strategies and the overall efficiency of the recruitment process. By conducting a thorough audit, P2 helps agencies identify areas

where they may be underperforming and offers actionable recommendations to improve their recruitment efforts. Key Elements of the Recruiting Audit:

Process Efficiency & Optimization: The audit identifies bottlenecks, redundancies, and inefficiencies in the recruitment process. This enables agencies to streamline their workflows, reduce the time-to-hire, and improve the return on investment (ROI) in recruitment efforts.

Data Accuracy and Integrity: Reliable data is crucial for making informed recruitment decisions. The audit assesses the accuracy and completeness of recruitment data, ensuring that leadership can make transparent, evidence-based decisions.

Identification of Best Practices: By analyzing historical recruitment data, P2 helps agencies identify successful strategies that can be replicated. This evidence-based approach leads to more effective and consistent recruitment efforts.

Talent Pool Analysis: The audit provides insight into how well agencies are reaching potential candidates, particularly diverse and high-potential talent pools. This ensures that agencies are casting a wider net and recruiting from diverse segments.

Resulting Benefits:
The Recruiting Audit sets the foundation for a more efficient and effective recruitment process by highlighting key areas for improvement. By optimizing workflows, improving data reliability, and identifying high-potential candidate pools, agencies can increase the quality and quantity of recruits. This structured, data-driven approach also allows agencies to implement evidence-based recruiting strategies that lead to higher conversion rates.

Recruitment Bootcamp: Intensive Training for Recruitment Personnel:

Following the Recruiting Audit, P2 offers the Recruitment Bootcamp, an immersive, multi-day training program designed to equip recruitment teams with advanced skills and strategies. This program goes beyond traditional recruitment methods, offering law enforcement personnel tools to meet their staffing objectives more effectively.

Key Components of the Bootcamp:

Advanced Sales Training: Recruitment is akin to sales, requiring recruiters to "sell" the agency to potential candidates. The bootcamp teaches recruiters how to improve their communication skills, handle objections, and present the agency as an attractive place to work.
- Strategic Outreach: The bootcamp covers outreach strategies tailored to engage different demographics, such as high school students, college graduates, veterans, and passive candidates. This expands the agency's reach and helps attract a diverse talent pool.

Data Utilization: Recruiters learn how to leverage data analytics to optimize their efforts. This includes using metrics to track conversions, monitor the effectiveness of outreach channels, and improve decision-making.

Personalized Recruiting Approaches: Recognizing that different candidates require different recruitment strategies, the bootcamp teaches recruiters how to tailor their messaging and approach based on the unique needs and preferences of the target audience.

Resulting Benefits:
Recruiters emerge from the bootcamp with enhanced communication, sales, and data-driven recruiting skills. They are better equipped to engage candidates, especially passive ones, leading to a higher conversion rate. The bootcamp's focus on personalized recruiting strategies ensures that recruiters can connect more effectively with candidates, ultimately improving both the quality and quantity of hires.

Recruiter Coaching: Continuous Improvement for Long-Term Success:

To ensure that the skills learned in the bootcamp are reinforced and continuously improved, P2 offers Recruiter Coaching. This ongoing coaching program is delivered through the P2 Platform, allowing recruiters to receive personalized, one-on-one coaching from experienced recruitment professionals. The coaching focuses on both soft skills (such as communication and relationship-building) and practical strategies for managing recruitment pipelines.

Key Aspects of Recruiter Coaching:

Personalized Development: Recruiter coaching is tailored to each recruiter's strengths, weaknesses, and professional goals. This ensures that each session addresses the specific challenges they face in their recruitment role.

Real-Time Feedback: Coaches provide immediate, actionable feedback during and after recruitment activities, helping recruiters refine their techniques and improve their performance.

Ongoing Skill Building: Coaching helps recruiters stay up to date with the latest industry trends, technologies, and best practices. It also reinforces the training from the bootcamp, ensuring that these skills are applied consistently over time.

Resulting Benefits:
By providing continuous support and feedback, Recruiter Coaching ensures that recruiters can maintain and build upon the skills acquired during the bootcamp. The personalized approach helps address individual challenges and ensures long-term improvement in recruitment practices. This leads to more efficient recruitment processes and better staffing outcomes over time.

Applicant Tracking System (ATS): Streamlining the Hiring Process:

P2's Applicant Tracking System (ATS) is a specialized tool designed to streamline the hiring process for law enforcement agencies. The ATS manages every stage of recruitment, from initial contact with candidates to final onboarding. It ensures consistency, eliminates manual tasks, and provides recruiters with a clear overview of where each candidate is in the hiring pipeline.

Key Features of the ATS:

Automation of Manual Tasks: The ATS automates routine tasks such as sending interview invitations, scheduling tests, and following up with candidates. This reduces the administrative burden on recruiters and speeds up the hiring process.

Customizable Hiring Stages: Agencies can customize the hiring process to meet their specific needs, allowing for a more flexible and scalable recruitment strategy.

Data Integration: The ATS integrates seamlessly with other recruitment tools, such as P2's Recruitment Bootcamp and Coaching programs, ensuring that data is consistent across all platforms.

Real-Time Metrics: The system provides real-time insights into candidate progress, hiring timelines, and conversion rates. This data helps recruiters identify bottlenecks and areas for improvement in the hiring process.

Resulting Benefits:
The ATS simplifies the recruitment process by automating routine tasks and providing recruiters with a single platform to manage candidates. This leads to faster hiring times, improved data consistency, and better decision-making. By streamlining the hiring process, agencies can focus on attracting and engaging high-quality candidates, improving both recruitment speed and effectiveness.

Staffing Forecaster (Future Force): Predicting and Planning for Future Staffing Needs:

P2's Staffing Forecaster, known as Future Force, is a predictive tool that allows law enforcement agencies to plan for future staffing requirements based on current and projected needs. This tool uses a combination of internal agency data and external demographic trends to forecast staffing shortages, surpluses, and overall workforce needs.

Key Components of Future Force:

Forecasting Staffing Needs: Future Force projects staffing needs up to four years in advance, analyzing trends such as retirement rates, population growth, and community demands. This ensures that agencies can plan ahead and avoid staffing shortages.

At-Risk" Analysis: The tool identifies "at-risk" employees—those likely to leave or change roles within the agency—based on a variety of factors. This allows agencies to take proactive measures to retain key personnel and reduce turnover.

Organizational Health Index: Future Force integrates organizational health metrics, such as employee morale, engagement, and job satisfaction. This provides a more comprehensive view of the agency's overall workforce health and helps leadership align recruitment efforts with retention strategies.

Data-Driven Insights: The tool generates reports that can be used to brief leadership, city councils, and other stakeholders, providing clear justifications for recruitment and budgetary decisions.

Resulting Benefits:
Future Force helps agencies stay ahead of staffing challenges by forecasting future needs based on real-time data. By identifying at-risk employees and anticipating future vacancies, agencies can proactively recruit new talent, avoiding staffing shortages that could impact operations. This tool also helps agencies align recruitment strategies with long-term workforce planning, ensuring that recruitment efforts are sustainable and targeted.

Comprehensive Solutions for Improved Staffing and Innovative Recruiting:

P2's recruiting services—Recruiting Audit, Recruitment Bootcamp, Recruiter Coaching, ATS, and Staffing Forecaster—work together to create a comprehensive recruitment strategy that improves staffing outcomes and fosters innovative recruiting efforts. By addressing inefficiencies, equipping recruiters with advanced skills, and leveraging data-driven tools, P2 ensures that law enforcement agencies can meet both their current and future staffing needs more effectively.

The Recruiting Audit identifies areas for improvement, the Recruitment Bootcamp provides intensive training, and Recruiter Coaching ensures continuous professional development. The ATS streamlines the hiring process, while Future Force helps agencies predict and plan for future staffing requirements. Together, these services create a recruitment ecosystem that supports long-term staffing success in law enforcement.

Attachment L - Experience and Capacity Response

THE STATE MAY DETERMINE YOUR PROPOSAL NON-RESPONSIVE IF YOU DO NOT FULLY RESPOND.

The Offeror shall provide a narrative response to each section that demonstrates their understanding of the Scope of Work requirements and describes the company's overall experience and capacity in providing the Services stated in this Solicitation. If there is a section that is not applicable to the Services required by the Scope of Work, you may mark it "N/A".

Offeror shall provide a response either after each section or in a separate document entitled: "Attachment - Experience and Capacity Response." If a separate document is used, please clearly designate each section and double-check to ensure that each question has been answered. If any information provided is considered CONFIDENTIAL by Offeror, the information must be specifically included in the Confidential Information Designation Attachment and related documentation to be assessed for confidential treatment under A.A.C. R2-7-103.

1.0 Please provide details on your company's experience and capabilities in supplying law enforcement coaching/training services.

Offeror Response:

Please see response in the following attachment, Attachment - Experience and Capacity Response

2.0 Please provide details on how your company's software will integrate with law enforcement platforms. (3.1 & 3.6)

Offeror Response:

Please see response in the following attachment, Attachment - Experience and Capacity Response

3.0 Please explain and provide examples of what your company will provide for a comprehensive recruitment audit. (3.5)

Offeror Response:

Please see response in the following attachment, Attachment - Experience and Capacity Response

4.0 Please provide details on your company's ability to supply qualified trained coaches/training professionals (4.1.1)

Offeror Response:

Please see response in the following attachment, Attachment - Experience and Capacity Response

5.0 Please provide examples of coaching/training programs implemented that have improved metrics and achieved the agencies desired results. (3.3)

Offeror Response:

Please see response in the following attachment, Attachment - Experience and Capacity Response

6.0 Please provide in detail the types of training that will be offered for agency staff for recruitment and retention. Training to be offered in person and on line. (3.5, 3.7 & 4.5)

Offeror Response:

Please see response in the following attachment, Attachment - Experience and Capacity Response

7.0 Please provide details on your company's performance metrics and how your company will measure the expected outcomes. (5.1)

Offeror Response:

Please see response in the following attachment, Attachment - Experience and Capacity Response

8.0 Financial/Accounting Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the relevant Materials or Services throughout the term of the Contract. The latest two (2) years audited annual financial statements including total revenue, net income, and total assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full, the reason and provide the latest non-audited financial information including but not limited to balance sheet, income statement, as well as statements of cash flows, and change in financial position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Offeror Response:

Please see response in the following attachment, Attachment - Experience and Capacity Response

9.0 Certificates/Licenses

Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the proposed Materials or Services. At a minimum, this shall include all certifications and licenses referenced in the Scope.

Offeror Response:

Please see response in the following attachment, Attachment - Experience and Capacity Response

	Request for Proposal **SOLICITATION NO.: BPM006496** **Description: Law Enforcement Coaching/Training**	Arizona Department of Public Safety 2102 W. Encanto Blvd. Phoenix, Arizona 85009

Company name

Signature of person authorized to sign

Attachment Supplement 1 – Conformance Statements - Exceptions to Instructions

Article / paragraph or exhibit reference	RFP language (Copy and paste from Solicitation)	Alternate language and Rationale
Special Instructions to Offerors		
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X
Uniform Instructions to Offerors		
4.10.1	**Payment Deadline.** State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within thetime specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current I.R.S. Form W-9 to State unless excused by law from providing one.	**Alternate Language:** Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full upon issuance of an invoice for services or materials, in advance of delivery or performance, or for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342. For payment to occur, either: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted, or the invoice reflects advance payment as per contract terms; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor

		has registered properly in the State's eProcurement System and provided a current I.R.S. Form W-9 to State unless excused by law from providing one. **Rationale:** **Justification for Upfront Payment Provision:** The proposed change to allow for upfront billing is both industry standard and necessary for the successful execution of the contract. To date, 100% of Hundred Public Safety's customers have agreed to upfront payment, reflecting the common practice in our field (law enforcement/public safety). This payment structure is critical because it allows us to allocate the necessary capacity and resources well in advance of service delivery. Given the specialized nature of our services, we must secure personnel, equipment, and infrastructure for the entire duration of the contract, effectively reserving capacity that cannot be redeployed elsewhere. Upfront billing ensures that we can plan effectively, dedicate the necessary resources, and deliver the highest quality services without interruption. This payment structure mitigates risk for both parties and supports seamless performance throughout the contract period.
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X

Hundred Public Safety Inc., DBA Performance Protocol

Company name

Signature of person authorized to sign

Attachment L - Experience & Capacity Response

Confidential Sections: L8.0

L1.0

Established in 2018, and serving Law Enforcement since 2021, Performance Protocol (P2) is headquartered in Tempe, Arizona. P2 is a specialized Human Capital Management (HCM) company focused on supporting Law Enforcement Agencies in the recruitment, development, and retention of both sworn officers and civilian staff.

HCM is a strategic approach that views personnel as key assets whose value can be enhanced through targeted investment in training, career development, and cultural change initiatives. This parallels the idea that investing in technology boosts productivity; similarly, investing in employees leads to substantial organizational benefits.

P2 addresses the entire employee lifecycle, from recruitment and onboarding to training, performance evaluation, and career advancement. The goal is to ensure that competent personnel are placed in the right roles, creating an environment where they are motivated and equipped to succeed. P2 supports Law Enforcement Agencies in three key areas:

1. Recruiting the right people for the right roles.
2. Developing employees personally and professionally.
3. Retaining employees in a sustainable, healthy, and proactive manner.

P2 achieves this through its proprietary online platform, an industry-exclusive performance coaching program developed in partnership with FBI National Academy Instructors, International Coaching Federation instructors, and a full suite of recruitment services & software solutions. It also offers a suite of recruiter coaching and training programs based on the US Navy's "Valor" Recruiter Playbook, positioning P2 to effectively support agencies in attracting and placing candidates.

By applying HCM principles, P2 helps agencies align employee skills and aspirations with organizational goals, fostering a culture of continuous improvement and innovation. The company's services include recruitment audits and bootcamps designed to train employees in effective recruitment practices, ensuring accurate placement from the start.

In addition to recruitment, P2 emphasizes personal and professional development through one-on-one performance coaching facilitated virtually via its proprietary platform. These coaching sessions aim to enhance both individual and organizational performance.

P2's retention programs focus on cultural transformation and bottom-up leadership, encouraging junior and mid-level staff to take initiative and drive positive change. These initiatives aim to create a dynamic, engaged, and effective workforce.

While many providers may offer wellness, mental health, or standalone coaching services to the policing sector, P2 stands out by offering a comprehensive suite of solutions specifically designed to address the recruitment, development, and retention challenges in American Law Enforcement. This commitment underscores its dedication to providing tailored solutions for this unique sector.

L2.0

In response to section 3.1, P2's proprietary online platform, the P2 Performance Platform, is specifically designed to meet the needs of modern policing. It addresses critical elements such as algorithmic coach matching and a user-friendly interface, ensuring ease of use and engagement. The platform prioritizes confidentiality, safeguarding sensitive law enforcement data, while delivering optimal performance across various operational scenarios.

A key feature, the Command Center, provides agency administrators with a dashboard offering full transparency into all P2 activities. This includes metrics such as the number of coaching and recruiting

sessions, active coaches, topics covered, progress, and remaining credits. By providing measurable data, the Command Center ensures agencies can track and maximize their investment.

P2 also offers a dedicated Coach Concierge service, providing 24/7 support to all enrolled employees. Each employee is assigned a personal concierge to assist with coach matching, technical troubleshooting, session bookings, and more, maintaining regular contact throughout the coaching engagement.

With a network of several hundred specialized coaches, P2 offers unparalleled customization and comprehensiveness. The coaching program is scalable to agencies of all sizes and is tailored to meet diverse needs. P2 uniquely integrates law enforcement-specific performance coaching, enabling agencies to manage large workforces across multiple locations.

The platform's design considers the unique work environment of law enforcement personnel, with optimized connectivity and user experience, even in challenging conditions such as use in patrol cars. P2 provides 24/7 platform access and technical support for both employees and administrators, ensuring uninterrupted service.

P2 prioritizes diversity, adhering to the principle that "there is a coach for everyone." Over 30% of P2 coaches are female, 11% are African American, 7% are Hispanic, and 7% identify as LGBTQ+. Coaches are proficient in English, Spanish, and French. Professionally, P2's coaches come from diverse law enforcement backgrounds, including roles such as State Police Colonels, SWAT Commanders, Detectives, and FBI Agents, providing relevant coaching across the spectrum of law enforcement roles.

Additionally, P2's coaches bring expertise in areas such as financial coaching, health and wellness, promotional guidance, retirement transitions, and more. With a network spanning the United States and covering over 120 topics, P2 offers tailored coaching services to meet the unique needs of law enforcement personnel, reinforcing its philosophy of individualized support.

In response to section 3.6, P2 distinguishes itself with its Recruiter Training Solutions, offering a comprehensive approach to recruitment specifically designed for law enforcement agencies. These solutions include in-person training, recruiter-specific coaching through P2's platform, and two virtual applications.

The program begins with a Recruiting Audit, which involves a thorough evaluation of the agency's existing recruitment practices. It assesses what is effective, identifies areas for improvement, and evaluates the tools and resources in use. An in-depth report is then produced, providing insights and establishing the foundation for the subsequent phases of the program.

The next phase is the On-site Bootcamp, an immersive experience conducted by P2's Master Coach Recruiters. This training provides agency recruitment personnel with advanced strategies and techniques, aiming to elevate their skills to match those of top recruiters in the private sector. The objective is to enhance the effectiveness and efficiency of recruitment efforts within the agency.

To complement the bootcamp, P2 offers a unique Recruiter Coaching experience, tailored specifically for law enforcement recruiters. Through P2's proprietary platform, recruiters can access one-on-one virtual coaching sessions with a P2 Recruitment Coach. This personalized approach focuses on professional development, with an emphasis on both soft skills and personal improvement. The coaching complements ongoing education and ensures continuous improvement in recruitment practices.

In terms of applications, P2 offers a forecasting staffing too, called Future Force. Future Force enables agencies to plan for future staffing requirements by aligning current hiring with both present and anticipated needs. The tool includes a "Hire for the Future" feature, which forecasts staffing needs up to four years in advance by analyzing internal trends.

This strategic approach helps agencies maintain adequate staffing levels and avoid potential shortages. The tool also includes an "At Risk Events" feature, providing real-time data and visualizations of potential staffing risks, such as the likelihood of personnel leaving. Additionally, the "At Risk Employees" feature offers real-time visualizations of individuals or groups at risk of leaving or changing roles within the agency.

Developed by P2's Organizational Development and Clinical Psychology teams, Future Forecaster evaluates over 30 key personnel indicators, combining psychological and organizational insights to deliver precise,

actionable forecasts. This tool integrates seamlessly into the Command Center, consolidating forecasting management in one dashboard.

P2's other application is called Talent Tracker, which is a specialized applicant tracking system (ATS) designed for law enforcement agencies. It enhances recruitment efficiency across all levels, streamlining the hiring process from initial candidate contact to contract signing.

The system ensures data consistency and alignment of recruitment strategies across the team. Talent Tracker also allows agencies to customize their hiring process to meet specific needs while ensuring data integrity and efficiency, ultimately helping to build a repeatable and scalable recruitment process. It provides tools to manage interview panels, capture high-quality candidate feedback, and eliminate manual tasks, all while supporting recruitment activities from headcount planning to onboarding.

Talent Tracker's advanced reporting capabilities connect hiring activities to every stage of the employee lifecycle, enhancing strategic decision-making. The system tracks candidate progress through the hiring pipeline and integrates recruitment data with performance metrics to identify which interviewers can predict high performers.

It provides detailed insights into how candidates move through the pipeline, identifies stages that need improvement, and tracks the time it takes for candidates to transition from application to hire. This data can be filtered by time period, department, and other factors to help agencies refine their recruitment strategies.

L3.0

P2's Recruitment Audit is a thorough, data-driven evaluation designed to help law enforcement agencies identify areas for improvement in their recruitment processes. This audit delves deeply into every aspect of police recruitment, from workflow efficiency to data integrity, ensuring that agencies operate at peak performance. It provides a complete scorecard, executive summary, key takeaways, and actionable recommendations, setting the stage for a more effective and personalized Recruitment Bootcamp tailored specifically to the agency's needs.

Key Areas of Focus:

Process Efficiency & Optimization: The audit identifies bottlenecks and redundancies within the recruitment workflow, addressing inefficiencies that extend the hiring process. By streamlining operations, agencies can reduce hiring time and improve the return on investment in recruitment efforts.

Data Accuracy and Integrity: Ensuring recruitment data is accurate and complete is critical for transparent decision-making. The audit assesses the reliability of this data, empowering leadership to make informed decisions that align with the agency's recruitment goals.

Identification of Best Practices: By evaluating historical recruitment data, the audit uncovers successful strategies that can be replicated. Agencies are encouraged to use evidence-based decision-making to enhance their overall recruitment effectiveness.

Talent Pool Analysis:The audit leverages data insights to identify effective outreach strategies and target diverse, high-potential candidate pools. This approach ensures the agency builds a competent and diverse future hiring pipeline.

Continuous Improvement: The Recruitment Audit establishes a framework for ongoing monitoring and improvement. By fostering a culture of continuous refinement, agencies can adapt their recruitment processes to stay efficient and effective over time.

This immersive audit engages all relevant stakeholders in the recruitment process, working closely with key personnel to uncover potential challenges and develop custom solutions. The audit covers:

- Collaboration with recruitment teams to identify and address challenges.
- Development of a tailored recruiter's sales approach.
- Initiation of high school engagement programs and delayed entry programs.
- Enhancement of presentation skills and recruitment processes for greater efficiency.
- Alignment of all stakeholders to create a consistent workflow from recruitment to hire.
- Strategic marketing efforts and market analysis for optimized prospecting.
- Establishment of clear metrics and goals for both the agency and individual recruiters.
- Specialized training and sustained coaching to support ongoing improvement.

The Recruitment Audit not only highlights areas for enhancement but also lays the groundwork for a forward-thinking, data-driven recruitment strategy. By embracing this service, agencies can ensure their recruitment processes are more efficient, targeted, and aligned with long-term goals, preparing them to meet the future demands of law enforcement recruitment effectively.

L4.0

P2's Coach Training Program is distinguished by its affiliation with the FBI National Academy, having been designed and led by former directors and instructors, including Cory McGookin, Don Bostic, and Paul Bertrand. Currently, Cory McGookin continues to lead P2's Coach Training Program. This connection provides the program with a level of expertise, credibility, and authenticity that sets it apart from others in the field.

The Program also incorporates best practices from the International Coaching Federation (ICF), recognized globally as the benchmark for coaching excellence. This ensures P2's coaching program aligns with the highest international standards and methodologies in the field.

To uphold these standards, P2 requires all prospective coaches to complete a rigorous training regimen. Developed by seasoned instructors from the FBI National Academy, the training process includes:

Initial Screening: Prospective coaches undergo a series of interviews and background checks.

Extensive Training: Candidates complete 32 modules and 15 tests in P2's exclusive online Coach Training Academy, covering topics such as rapport building, emotional intelligence, and critical coaching scenarios.

Practical Assessment: After the theoretical training, candidates conduct a live coaching session under the supervision of an FBI National Academy instructor to demonstrate practical competency.

Profile Eligibility: Only coaches who demonstrate competency can feature their profiles on the P2 Platform.

Ongoing Quality Assurance: P2 maintains high standards through regular quality checks, client feedback, and monthly training sessions for all coaches.

Diversity: As previously mentioned, P2 is committed to diversity, embracing the principle that "there is a coach for everyone." This commitment encompasses both personal attributes and professional expertise. In terms of personal diversity, P2's coaching network includes:

- Over 30% of coaches are female.
- 11% are African American.
- 7% identify as Hispanic.
- 7% are part of the LGBTQ+ community.
- Coaches are proficient in English, Spanish, and French.

P2's diversity extends to the professional experience of its coaches, who come from varied law enforcement backgrounds, including roles such as State Police Colonels, Chiefs, SWAT Commanders, Detectives,

Dispatchers, FBI Field Agents, and Field Training Officers. This diverse expertise allows P2 to provide specialized, relatable coaching to a wide range of law enforcement personnel.

In addition to law enforcement experience, P2's coaches specialize in areas such as financial coaching, health and wellness, promotional guidance, relationship coaching, secondary income development, and retirement planning. With a network of coaches across the United States offering expertise in over 120 topics, P2 is committed to providing tailored coaching services that meet the diverse needs of law enforcement personnel, ensuring that every individual receives personalized support.

P2's Coach Training Program is uniquely credible due to its FBI National Academy credentials and adherence to ICF standards. This thorough training process ensures that coaches operate at a high level of efficacy and align with global best practices in coaching, setting P2 apart in Human Capital Management.

L5.0

CASE STUDY 1: Maui Police Department, Maui, Hawaii

Background:
Attracting and retaining qualified personnel has become a major challenge for law enforcement agencies. Despite offering competitive compensation and the appeal of island living, the Maui Police Department (MPD) in Hawaii experienced a decline in both the quantity and quality of job applications since 2016. When Chief John Pelletier assumed leadership in 2021, he inherited a department that was nearly 100 officers short of its authorized strength.

The Challenge:
Chief Pelletier recognized the urgent need to overhaul MPD's recruitment strategy. The absence of a dedicated recruiter and a well-defined recruitment infrastructure posed significant obstacles.

The Solution:
In late 2023, MPD partnered with Performance Protocol to tackle these challenges. Moving away from traditional recruitment methods, Performance Protocol conducted a comprehensive Recruiting Audit Analysis to identify inefficiencies in MPD's existing recruitment processes.

The Approach:
Leveraging insights from the audit, Performance Protocol implemented a tailored two-day Recruitment Bootcamp for MPD's recruiters. The program focused on 11 core modules, including sales training, objection handling, data utilization, and strategies to engage the new generation of law enforcement professionals.

Results:
The partnership delivered impressive results. Within four months, Chief Pelletier reported a 60% increase in successful hires, even as the number of applications dropped compared to the previous year. The year 2023 marked MPD's best hiring performance since 2016, highlighting the effectiveness of Performance Protocol's innovative recruitment strategy.

Key Lessons Learned:
The collaboration between Maui PD and Performance Protocol highlights the critical role of strategic recruitment and modern training techniques. Chief Pelletier's leadership is a strong example of the benefits of embracing innovation and optimizing internal processes, offering valuable lessons for forward-thinking law enforcement leaders. Notably, MPD achieved 60% more hires despite receiving 353 fewer applications in 2023, demonstrating that recruiter competence and strategic processes are more impactful than simply increasing the number of applicants.

Conclusion:
In early 2023, Maui Police Department faced its worst recruitment year in nearly a decade. However, through its collaboration with Performance Protocol, the department successfully revamped its recruitment strategy and improved recruiter training, leading to a significant rise in successful hires despite fewer applications.

This outcome demonstrates that with the right strategy, processes, and recruiter competency, law enforcement agencies can significantly enhance recruitment success. The Maui PD experience challenges the conventional industry focus on increasing applicant numbers through marketing and recruitment campaigns, emphasizing the importance of quality over quantity in both the recruitment process and candidate selection.

CASE STUDY 2: Four Agency Coaching Pilot, Boise Metro Area, ID

Background:
In the summer of 2023, four law enforcement agencies in the Boise Metro Area—Boise PD, Mountain Home PD, Meridian PD, and Caldwell PD—participated in a three-month pilot of Performance Protocol's Coaching Platform to address employee retention and turnover. The program was open to both sworn officers and civilian employees, with participants opting in voluntarily. The results show coaching as an effective tool for mitigating turnover.

The Challenge:
Although Idaho is a popular destination for lateral transfers, agencies across the state continue to face challenges with employee retention, especially among younger employees, including Millennials and Gen Z. Recognizing that financial incentives and material perks were not sufficient, the leadership of the participating agencies sought a new approach to improve retention.

The Solution:
In January 2023, Command Staff from the four agencies attended a one-hour briefing on Performance Protocol's Coaching Platform. They recognized that coaching could be a scalable solution for employees most at risk of leaving. All four agencies agreed to pilot the Coaching Platform for 90 days to assess its impact.

The Approach:
Each agency allocated a limited number of seats for the pilot, and employees were invited to opt-in by responding to an explainer video. Participants were selected on a first-come, first-served basis and attended a one-hour in-person onboarding session, where they learned about coaching and the platform. Employees then selected their coaches and began booking one-on-one virtual coaching sessions. The program also offered optional Cardiometabolic Health Screens (PHR blood tests), and participants were measured on various personal and professional metrics before and after the 90-day program.

Results:
The pilot saw high levels of engagement across all four agencies, with participants booking an average of 4.42 sessions per month, or approximately once per week. Participation was completely voluntary, and more than half of the group opted for the blood test, which many described as an "eye-opening wakeup call." Most importantly, the pilot resulted in a significant decrease in participants' intentions to quit the profession, change roles within their agency, or leave for another agency.

Key Lessons Learned:
The participating agencies in Boise, Caldwell, Meridian, and Mountain Home significantly improved employee retention among pilot participants through Performance Protocol's Coaching Program. The success was driven by three main factors:

1. The program's opt-in nature increased enthusiasm and engagement, as employees felt empowered by choosing to participate.

2. Coaching fostered personal accountability and behavioral change, reflected in the high engagement and frequent session bookings—an uncommon achievement in law enforcement.

3. The program offered employees a new perspective, demonstrating that personal growth, not job change, was the key to resolving frustrations.

This innovative approach not only improved retention but also enhanced the overall well-being and commitment of the participants.

Conclusion:
Performance Protocol's Coaching Program has proven effective in increasing employee retention among participating law enforcement officers. This outcome highlights the broader applicability of coaching as a retention tool across industries. The data clearly demonstrates that coaching principles are not only transferable but also highly relevant to law enforcement, positioning the program as a transformative approach for enhancing job satisfaction and commitment among police officers.

CASE STUDY 3: Delta Police Department, Vancouver, Canada

Background:
Since Q3 of 2023, the Delta Police Department has been actively using Performance Protocol's Coaching Platform to assess its impact on employee morale, wellbeing, and retention. Participants included both sworn officers and civilian employees. The data gathered shows coaching to be an effective tool in enhancing employee wellness, reducing turnover intentions, and fostering a culture of accountability and personal excellence.

The Situation:
Despite being one of the highest-paid and top-rated law enforcement employers in Canada, Delta PD still faced challenges related to employee morale, retention, and overall well-being.

The Solution:
Delta PD's Chief learned about Performance Protocol's Coaching Platform and presented the idea to the Command Staff. A three-month pilot program was launched in early Q3 of 2023, which led to further agency adoption.

The Approach:
Delta PD initially allocated 11 slots for both sworn and civilian employees to participate. Employees were invited to opt into the pilot program by responding to an explainer video, with participants selected on a first-come, first-served basis. Once selected, employees attended a one-hour, in-person onboarding session to learn about coaching and how to get started on the platform. Participants chose their coaches and began booking one-on-one virtual coaching sessions. Personal and professional metrics were measured before and after the 90-day program, and the results reflect changes observed during this period.

Top Topics Covered:
- Leadership Mental Blocks / Negative Thinking
- Frontline Supervisor Motivation
- Stress Management
- Family Relationships
- Physical Health

Results:
Delta PD saw high levels of employee engagement, with each employee booking an average of 4.1 sessions per month, roughly one per week. Notable outcomes included the elimination of thoughts about quitting or changing roles within the agency. Positive shifts in attitudes towards the agency and colleagues were also observed. Employees who experienced a mental shift regarding their job and overall wellbeing began to encourage others to consider careers in law enforcement and even apply to Delta PD.

Key Lessons Learned:
The Coaching Pilot revealed significant insights. Pre-survey data showed that many officers were at high risk of turnover, facing stress, sleep difficulties, and other wellbeing issues, which negatively impacted department operations and posed safety risks to the public.

After coaching, the post-survey results indicated reduced turnover risk and improvements in wellbeing, particularly for those who actively participated in the coaching sessions. This suggests even greater potential benefits with wider use of coaching services. The data highlighted the broad advantages of professional coaching, including improved self-awareness, confidence, accountability, self-care, work performance, communication, and interpersonal relationships—benefits seen across various industries.

The survey concluded that 75% of officers who completed the post-survey recognized the benefits of P2 coaching for themselves and their colleagues, with the remaining 25% acknowledging potential benefits. This consensus highlights the value of the intervention, supporting a discussion about expanding the coaching program to further address turnover, stress, and wellbeing concerns.

L6.0

Specifically regarding training, P2 offers six unique training experiences, all of which are designed for sworn and civilian staff, including HR Professionals. Detailed descriptions of each training is below, including the materials, handouts, and resources which accompany them.

Training 1: Recruitment Audit

P2's Recruitment Audit is a comprehensive, data-driven evaluation aimed at helping law enforcement agencies improve their recruitment processes. This audit thoroughly examines all aspects of recruitment, from workflow efficiency to data integrity, ensuring that agencies can optimize their performance. It provides a detailed scorecard, executive summary, key takeaways, and actionable recommendations, setting the stage for a more personalized and effective Recruitment Bootcamp tailored to the agency's specific needs.

Key Areas of Focus:

Process Efficiency & Optimization: The audit identifies bottlenecks and redundancies in the recruitment workflow, helping agencies streamline operations to reduce hiring time and increase the return on investment in recruitment efforts.

Data Accuracy and Integrity: Ensuring that recruitment data is accurate and complete is vital for transparent decision-making. The audit evaluates the reliability of this data, enabling leadership to make informed decisions that align with the agency's recruitment objectives.

Identification of Best Practices: By analyzing historical recruitment data, the audit uncovers successful strategies that can be replicated. Agencies are encouraged to adopt evidence-based decision-making to enhance their overall recruitment effectiveness.

Talent Pool Analysis: The audit uses data insights to identify the most effective outreach strategies and target diverse, high-potential candidate pools, ensuring a competent and diverse pipeline for future hiring.

Continuous Improvement: The audit establishes a framework for ongoing monitoring and refinement of recruitment processes. By fostering a culture of continuous improvement, agencies can adapt their strategies to remain efficient and effective over time.

This immersive process involves engaging all key stakeholders in the recruitment process and collaborating with personnel to identify challenges and develop tailored solutions. The audit includes:

- Collaboration with recruitment teams to pinpoint and address issues.
- Development of a customized recruiter sales approach.
- Implementation of high school engagement and delayed entry programs.
- Enhancement of presentation skills and overall recruitment processes.
- Alignment of stakeholders to ensure a consistent workflow from recruitment to hire.
- Strategic marketing and market analysis for optimized prospecting.
- Establishment of clear metrics and goals for the agency and individual recruiters.
- Specialized training and ongoing coaching to support continuous improvement.

Training Materials Provided:

Upon completion of the Recruitment Audit, the agency receives unlimited access to both digital and printed versions of the full audit report. These materials include a comprehensive scorecard, detailed notes, and identified areas for improvement. The report serves as a valuable resource for the agency to refer to as it implements changes and continuously improves its recruitment process. These materials provide clear guidance for addressing key challenges and tracking progress over time, ensuring long-term success and accountability.

The Recruitment Audit not only identifies areas for improvement but also lays the foundation for a forward-thinking, data-driven recruitment strategy. By adopting this service, agencies can ensure their recruitment processes are more efficient, targeted, and aligned with long-term objectives, better preparing them to meet future law enforcement recruitment demands.

Training 2: Recruitment Bootcamp

P2's Recruitment Bootcamp is an intensive, multi-day training program designed to equip agency employees responsible for recruitment with the necessary skills and strategies to meet staffing objectives. Spanning 15 core modules, the bootcamp focuses on providing practical tools for optimizing recruitment efforts, going beyond traditional marketing techniques to address the specific challenges faced by law enforcement agencies.

The curriculum includes advanced topics such as data analytics, optimization of applicant tracking systems, and the use of strategic hiring incentives. Participants will also learn how to build community partnerships to enhance public perception and expand their talent pool. The program emphasizes best practices for communication, tailored recruitment approaches for diverse markets, and fostering a positive organizational culture. By the conclusion of the bootcamp, attendees will have gained actionable insights and solutions to drive their agency's recruitment initiatives.

Interactive & Practical Learning: The bootcamp promotes active participation through role-playing exercises and real-time feedback. This hands-on approach enables participants to practice and refine their skills in a supportive environment, ensuring they can immediately apply what they have learned to enhance their recruitment strategies.

Key Highlights: This bootcamp is ideal for individuals responsible for recruitment or transitioning into a recruiting role within law enforcement agencies. It is designed to help both experienced recruiters and those new to the role develop critical skills for recruitment success.
Upon completion of the P2 Bootcamp, participants will demonstrate competence in the following areas:

- Development of a comprehensive, strategic recruitment plan specific to their agency.
- Creative and effective prospecting techniques.
- Canvassing strategies for high school and college students.
- Persuasive communication and objection-handling skills.
- Data-driven recruitment management, tracking, and conversions.
- Enhanced confidence and enthusiasm for recruitment efforts.
- Practical skills that can be immediately implemented within the agency.

Bootcamp Agenda

1. Kick-Off & Mindset
   - Establishing the right mindset for achieving different results.

2. The Ideal Candidate
   - Defining the profile of the ideal recruit and aligning recruitment strategies accordingly.

3. Know Your Target Market
   - Understanding generational preferences, communication styles, & workplace dynamics of Gen X, Y, and Z.

4. Sales Training 101

- Recruiting as a form of sales, including how recruiters represent both the agency and themselves.

5. Subconscious Communication
- Exploring the impact of body language and mannerisms on recruitment interactions.

6. Authentic Communication
- Building confidence in engaging with candidates in a natural and effective manner.

7. Leveraging Data & Market Analysis
- Using data to identify key candidate profiles and enhance recruitment efficiency.

8. Future Forecasting
- Preparing for future staffing needs by developing long-term hiring strategies.

9. Candidate Experience
- Examining the candidate's journey, identifying friction points, and improving the overall recruitment process.

10. Prospecting Channels
- Identifying key channels for attracting applicants, including veterans and community networks.

11. Fractional & Part-Time Recruiters
- Maximizing the impact of part-time recruiters within the agency.

12. Daily Plan & Strategy
- A step-by-step guide to effective recruitment, with a focus on actionable strategies.

13. Setup for Success
- Retention strategies to ensure long-term commitment from recruits and the recruiter's role in shaping agency culture.

14. Managing Up
- Communicating recruitment strategies to leadership, city management, or HR effectively.

15. Go Forward Plan
- Providing participants with a clear plan for continuing their recruitment efforts post-bootcamp.

Training Materials Provided: Upon completion of the bootcamp, participants will receive comprehensive and unlimited access to training materials, including workbooks, complete copies of all slides and presentation materials, and a resource checklist for recruiters. These materials serve as valuable tools for implementing and sustaining the strategies learned during the program, ensuring continued success in recruitment efforts.

Training 3: Recruiter Coaching

P2's Recruiter Coaching program is specifically designed to reinforce and sustain the skills and strategies learned during the Recruitment Audit and Bootcamp, serving as a key mechanism for driving long-term success. While the audit highlights areas for improvement and the bootcamp provides essential tools, coaching offers personalized, ongoing support that ensures recruiters can effectively apply what they've learned in real-world scenarios.

Delivered through the P2 Platform, the coaching program allows law enforcement recruiters to access one-on-one virtual coaching sessions from anywhere, providing the flexibility to work remotely. Recruiters also have the option to choose from a variety of experienced coaches, selecting one that aligns with their personal preferences, needs, and areas of focus. This ability to customize the coaching experience ensures that each recruiter receives targeted support that is relevant to their individual challenges and goals.

Coaching for law enforcement recruiters focuses on professional development, with a particular emphasis on soft skills such as communication, problem-solving, and time management. This approach is especially

valuable in law enforcement recruitment, where the ability to identify, attract, and retain top talent is crucial. By refining these skills, recruiters can enhance their efficiency and effectiveness, leading to stronger recruitment outcomes.

Each coach provides their client—such as AZ DPS recruiters—with a unique set of unlimited access to training materials tailored specifically to the needs and objectives of the recruiter and the agency. These materials are customized to reinforce key lessons from the audit and bootcamp, ensuring that recruiters have the tools they need to continually improve their recruitment practices.

By leveraging the P2 Platform, coaching becomes a flexible and dynamic resource, giving recruiters the support they need to perform at their best. This sustained guidance helps ensure that the lessons from the Recruitment Audit and Bootcamp are fully integrated into daily operations, fostering a culture of continuous improvement and enabling recruiters to consistently achieve their staffing goals.

Training 4: Performance Coaching

P2's Performance Coaching experience is the primary program designed to address employee retention by improving morale and performance at the individual level. Performance life coaching is a structured, one-on-one process where employees work with professional coaches to set and achieve personal and professional goals. In a law enforcement context, coaching helps bridge the gap between Command and Patrol by addressing the unique challenges faced by officers, such as stress, communication barriers, and career development. By offering personalized support, performance coaching enhances job satisfaction, fosters a sense of accountability, and ultimately reduces attrition, improving retention rates within the agency.

Program Overview:

Employee Enrollment: P2 launches an agency-wide campaign inviting all employees to participate in the coaching program. Employees are provided with an informational video that explains the benefits of coaching and how it can support their personal and professional growth. It is critical that employees self-enroll in the program, as voluntary participation is key to success. Mandating enrollment is not advised, as it can undermine engagement.

Employee Onboarding: Once interested employees are identified, P2 hosts on-site enrollment sessions. During these sessions, employees receive detailed information about the program, set up their devices, learn how to use the platform, and book their first coaching session. This hands-on approach ensures that employees are fully equipped to engage with the platform and begin their coaching journey.

Baseline Measurement: Before coaching sessions begin, P2 administers a baseline survey that captures a range of employee metrics, such as overall life satisfaction, job satisfaction, and intentions to leave law enforcement. This baseline data serves as a reference point for future surveys, allowing the agency to track progress and measure the impact of the coaching program.

Coaching in Action: With employees onboarded to the platform, they begin scheduling their coaching sessions and building a working relationship with their assigned coach. Most employees participate in 10-15 coaching sessions annually, with the cadence and topics varying based on each individual's needs. Topics may include stress management, career planning, communication skills, or personal development.

Performance Data Collection: Every six months, employees complete a follow-up survey to assess changes in key metrics compared to the baseline data. This ongoing data collection allows the agency to monitor the effectiveness of the coaching program and make adjustments as needed.

End-of-Year (EOY) Report: At the end of the coaching year, a final survey is conducted, and P2 produces a comprehensive report summarizing the outcomes of the coaching program. This report provides insights into overall improvements in employee morale, reductions in turnover intention, and other key performance indicators. Agencies can expect to see significant gains in employee engagement and retention.

All Performance Coaching sessions are conducted online through P2's Performance Protocol Platform, making it convenient for employees to access their coaching sessions from anywhere. This virtual program offers flexibility and accessibility, allowing participants to engage in coaching without disrupting their work schedules.

Each coach also provides their clients with tailored training materials, specific to the needs and goals of the employee. For example, AZ DPS recruiters will receive materials unique to their role, ensuring that the coaching experience is customized and highly relevant. By providing ongoing support and personalized guidance, P2's Performance Coaching program plays a crucial role in safeguarding against attrition and fostering a positive, growth-oriented culture within law enforcement agencies.

Training 5: Leadership Coaching

This program is designed to enhance leadership skills within police organizations. Through a comprehensive curriculum that integrates leadership principles, communication techniques, and self-awareness, the bootcamp addresses the immediate challenges faced by today's law enforcement leaders.

Leadership Excellence: Participants will learn to exemplify leadership excellence, inspiring their teams to navigate the complex challenges typical in law enforcement. This includes exploring different leadership styles, understanding the traits of respected leaders, and comparing transactional and participative leadership approaches.

Enhanced Communication Skills: The program emphasizes the importance of effective communication to bridge internal organizational gaps. Participants will engage in exercises focused on active listening, understanding generational differences, and building trust. Key strategies include explaining decisions clearly and defining communication roles at all levels to ensure transparency and cohesion.

Self-Awareness & Feedback: Attendees will receive feedback on how they are perceived as leaders, helping them identify strengths and areas for growth. The bootcamp promotes continuous professional development and offers tools for enhancing emotional intelligence and leadership effectiveness.

Organizational Impact: Strengthening leadership within the organization can lead to improved team morale, greater cohesion, and reduced turnover. Participants will explore cognitive styles such as IQ, EQ, and PQ, and how these factors influence decision-making and leadership performance.

Areas of Focus:
The bootcamp covers a range of topics aimed at equipping leaders with practical solutions and strategies for ongoing development and effectiveness in their roles, including:

- Generational Dynamics: Understanding the motivations and differences between generations in the workforce.

- Reputation Management: Enhancing the department's public and internal reputation.

- Staff Retention: Identifying causes of staff attrition and developing strategies to improve retention.

- Agency-Specific Challenges: Addressing unique issues relevant to the agency to ensure applicable solutions.

Conflict Resolution: Participants will learn strategies for building trust-based relationships and managing underperforming employees. The bootcamp focuses on balancing corrective actions with maintaining team morale.

Tailored Leadership Strategies: This program provides practical strategies tailored to the modern challenges of law enforcement leadership. Participants are encouraged to work with leadership coaches to further develop personal skills, refine their leadership approach, and improve their ability to foster optimism and positive outcomes within their teams.

Key Leadership Topics: The bootcamp covers 18 essential topics to enhance leadership capabilities:

- Agency Context
- Balancing Actions
- Bridging Gaps
- Cognitive Styles
- Communication
- Communication Roles
- Conflict Resolution
- Emulating Leaders
- Explaining Decisions
- Generational Differences
- Leadership Approaches
- Leadership Development
- Leadership Perception
- Leadership Styles
- Managing Employees
- Reputation Management
- Staff Attrition
- Trust-Building

This interactive program provides leaders with the tools they need to strengthen their impact within the organization and guide their teams with confidence and clarity.

Training 6: Staffing Forecaster

Future Force, P2's commercial staffing forecaster, is a comprehensive and adaptable tool designed to evaluate an agency's current organizational health and project future staffing needs. Although not a training program in itself, it includes an educational component to familiarize agency recruiters and HR staff with its functions. Once trained, agency staff can leverage the tool as a powerful multiplier for recruitment efforts and long-term workforce planning.

Future Force integrates various data points, including community demographic information, agency performance metrics, and organizational development insights, to provide a detailed view of the factors influencing staffing requirements. By analyzing this data, the tool allows agency leaders to anticipate future staffing needs, adjust recruitment strategies, and ensure that workforce planning is aligned with both current conditions and future demands.

The staffing forecaster works by continuously monitoring internal and external factors that impact staffing, such as population growth, retirements, attrition rates, and community needs. It uses predictive analytics to project when and where staffing shortages may occur and recommends proactive measures to mitigate them. This enables agencies to plan ahead, avoiding staffing crises and ensuring that resources are allocated efficiently.

Future Force goes beyond simple headcount projections by incorporating organizational health metrics through an organizational development index. This index evaluates factors such as employee morale, engagement, productivity, and overall satisfaction. By correlating these organizational health scores with staffing needs, the tool provides a more nuanced understanding of how internal culture and employee wellbeing influence recruitment and retention.

For example, an agency experiencing low morale or high turnover may require not just more recruits but a targeted retention strategy. Future Force allows HR staff to identify underlying issues and align staffing forecasts with initiatives to improve organizational health. This holistic approach ensures that the agency is not only filling vacancies but also fostering a sustainable, positive work environment.

The insights provided by Future Force help agencies make data-driven decisions, improving the effectiveness of staffing strategies. By projecting staffing needs 3-5 years into the future, agencies can better allocate recruitment resources, justify budget requests, and ensure that staffing levels are adequate to meet future operational demands.

The tool generates detailed reports that are suitable for briefings to city councils and other stakeholders, offering clear justifications for staffing needs and financial planning. These reports are not only a reflection of current conditions but also a forward-looking assessment that helps align agency goals with community expectations.

Future Force seamlessly integrates with other software in Performance Protocol's suite, such as the Recruitment Audit and Bootcamp programs. This connectivity ensures that the forecasting insights generated by Future Force are continuously aligned with the agency's recruitment and retention strategies. As conditions evolve, the forecaster adapts, providing real-time data to support ongoing agency planning.

Future Force is a vital tool for law enforcement agencies aiming to improve staffing effectiveness. By combining demographic data, organizational health metrics, and performance analytics, it helps agencies anticipate future staffing needs, optimize recruitment efforts, and foster a healthier, more engaged workforce. With continuous use and proper training, the tool enables agencies to proactively address staffing challenges and align their resources with long-term goals.

L7.0

P2 maintains high performance standards in both recruiting and retention. Below are the key performance metrics maintained by P2, providing a clear comparison to industry norms:

Recruiting Performance Metrics:

Conversion Rate: 20-40%:
Organizations using specialized recruiters, such as those in P2's program, often achieve conversion rates between 20-40%, compared to in-house recruiting averages of just 1-3%.

Lead Generation: 50% Faster:
With access to extensive candidate databases, organizations with advanced recruiting competencies source candidates 50% faster than those without such capabilities.

Passive Engagement: 73%:
P2 excels in engaging passive candidates, who make up 73% of professionals not actively seeking jobs. By tapping into this group, P2 broadens the candidate pool effectively.

Cost Savings: Thousands of Dollars per Day:
While building specialized recruiting teams has upfront costs, organizations save thousands of dollars per day by reducing time-to-hire, especially for high-level positions.

60% More Hires in 6 Months:
Agencies using P2's recruiting strategies report a 60% increase in hires within the first six months.

3x Improved Show Rate for Testing and Interviews:
P2 helps organizations triple their candidate show rates for crucial stages like testing and interviews.

Retention and Employee Development Metrics:

82% Reduction in Intention to Quit:
Agencies using P2's retention programs experience an 82% reduction in employee turnover intentions.

76% Increase in Agency Loyalty:
P2's development efforts lead to a 76% boost in employee loyalty to their agency.

69% Decrease in Desire to Change Agencies:
Employees show a 69% decrease in the desire to transfer to other agencies.

43% Increase in Professional Pride:
P2 enhances professional pride by 43%, boosting overall morale.

59% Less Career Hopping:
Employees are 59% less likely to change careers when engaged with P2's programs.

27% Less Absenteeism:
Participating employees experience a 27% reduction in absenteeism.

65% Increase in Life Happiness:
P2's coaching and development programs result in a 65% increase in life happiness.

92% Employee Engagement and Satisfaction:
Employee engagement and satisfaction rise to 92% with P2's comprehensive programs.

Data Collection Methods:
P2 uses scientifically validated data collection methods to assess the impact of its programs, including pre-post testing methodology, self-administered surveys, interviews, and command staff observations. These methods are recognized by the American Psychological Association (APA) as industry standards for measuring program outcomes.

Pre-post testing compares baseline and follow-up data, while self-administered surveys and interviews provide personal insights from employees. Observational data from command staff supplements these methods, ensuring a comprehensive evaluation of program effectiveness.

Data Measurement and Reporting:
P2 employs third-party verification for the data collected. Dr. Cristy Lopez, a licensed clinical psychologist with over 25 years of experience, serves as an independent researcher for P2. Dr.Lopez is affiliated with the American Psychological Association, the Arizona Psychological Association, and other respected organizations. Her involvement ensures that data is collected, verified, and reported according to the highest professional standards.

Disclaimer:
The metrics and data presented here are based on current and historical data, used for explanation purposes only. While P2 employs the described collection and reporting methods, actual agency results may vary depending on specific circumstances.

L8.0 - CONFIDENTIAL

On August 8th, 2022 Hundred Public Safety, Inc. partnered with AZ Crown Investments LLC (AZCrown.com) and was awarded a funding facility. In the attached document, you can see a history of fundings and the remaining balance available in Appendix A. As of 9/10/2024, $3,345,384.38 is available which constitutes nearly 36 months of runway assuming zero revenue is won by the business, Appendix B.

As a privately held and funded entity, we do not seek formal financial audits or reviews. Hundred Public Safety's accounting is provided in conjunction to our partnership with AZ Crown which has significant experience and expertise. Individual agreements including promissory notes, warrants, stock purchase agreements, customer invoices, etc are all available upon request.

L9.0

Please refer to Appendix C for documentation detailing the certifications and licenses held by P2 staff relevant to this RFP, including proof of FBI National Academy (FBI NA) affiliation. The certifications for Cory McGookin, P2's Director of Coaching, are included and should satisfy the certifications and licenses referenced in the scope of work for this application. In the event these certifications not meet the specific requirements, further documentation may be provided upon request.

	Request for Proposal **SOLICITATION NO.: BPM006496** **Description: Law Enforcement Coaching/Training**	Arizona Department of Public Safety 2102 W. Encanto Blvd. Phoenix, Arizona 85009

Attachment B – Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; or
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Materials or Services from Israel."
Under A.R.S. § 35-393:
1 "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

5. "Public entity": (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401
The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. § 35-393.03.

In compliance with A.R.S. § 35-393 *et seq.*, all Offerors must select one of the following:

☒ The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq.* I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317;

☐ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq.*, or

☐ **Exempt Solicitation, Contract, or Contractor.** Indicate which of the following statements applies to this Contract (may be more than one):

- ☐ Solicitation or Contract has an estimated value of less than $100,000;
- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; or
- ☐ Contractor is a non-profit organization.

Hundred Public Safety Inc., DBA Performance Protocol	
Company name	Signature of person authorized to sign
1305 W Auto Dr.	Daniel Folk, CEO
Address	Printed name and Title
Tempe, AZ 85284	daniel@performance-protocol.com 917-890-4230
City, State, ZIP	Contact email address Contact phone number

	Request for Proposal **SOLICITATION NO.: BPM006496** **Description: Law Enforcement Coaching/Training**	Arizona Department of Public Safety 2102 W. Encanto Blvd. Phoenix, Arizona 85009

Attachment C – Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Contractor shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1 "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

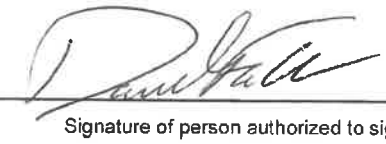
☒ Company **does not** use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

☐ The Company **does** participate in the use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor: Select all statements that** apply to the Contractor:

- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Hundred Public Safety Inc., DBA Performance Protocol	
Company name	Signature of person authorized to sign
1305 W Auto Dr	Daniel Folk, CEO
Address	Printed name and Title
Tempe, AZ 85284	daniel@performance-protocol.com 917-890-4230
City, State, ZIP	Contact email address Contact phone number

	Request for Proposal **SOLICITATION NO.: BPM006496** **Description: Law Enforcement Coaching/Training**	Arizona Department of Public Safety 2102 W. Encanto Blvd. Phoenix, Arizona 85009

Attachment D – Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(51).

Complete this form and return it with your Offer **along with the appropriate supporting information** to assist the State in making its determination as to whether any materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure. **Offerors shall create a redacted version of documents containing confidential information upon request from the Procurement Officer.**

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that it is equivalent to "DOES NOT":

☐	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317; or
☒	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process; 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(51) will become public in accordance with A.A.C. R2-7-C317 State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret, and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Hundred Public Safety Inc., DBA Performance Protocol
Company name

1305 W Auto Dr
Address

Tempe, AZ 85284
City, State, ZIP

Signature of person authorized to sign

Daniel Folk, CEO
Printed name and Title

daniel@performance-protocol.com 917-890-4230
Contact email address Contact phone number

Attachment - Confidentiality Supporting Information

Attachment L: Experience and Capacity Response, Subsection 8.0 Financial/Accounting Information

- **Including accompanying Exhibit A and Exhibit B of Subsection 8.0**

Argument for Confidentiality of Partnership from AZ Crown

1. Proprietary Financial Arrangement The financial commitment from our funding partner, **AZ Crown**, represents a proprietary business agreement that has been structured to benefit both parties based on specific terms and conditions. The disclosure of this financial arrangement would expose the confidential strategies behind our partnership, including the levels of funding, financial obligations, and potential profit-sharing arrangements that are not publicly available. Under **Ariz. Admin. Code § R2-7-103(A)**, this type of proprietary financial information qualifies for confidential designation, as its public disclosure would cause significant harm to both parties involved by revealing details of a private investment agreement(LII / Legal Information Institute)(Casetext - CoCounsel).

2. Impact on Negotiation and Competitive Positioning The funding commitment from AZ Crown is a critical component of our company's capital structure, influencing our operational capacity and strategic growth. Disclosing this information could negatively impact our ability to negotiate future financing terms with other potential partners, as competitors or financial institutions could use this information to alter their terms and limit our financial flexibility. Similarly, AZ Crown's competitive position could be undermined by disclosing the terms of their financial commitment to a partner company, especially if such terms are unique or favorable compared to market standards(Casetext - CoCounsel).

3. Trade Secret Considerations In the realm of venture capital and private equity, the terms of financial commitments are often considered **trade secrets**, as they are tailored to the specific needs and risks of the investment. AZ Crown's financial commitment includes elements such as funding timelines, milestone-based disbursements, and return expectations, which are critical to our business's strategic plans. These details have significant competitive value and are not generally available to the public, qualifying them as **confidential information** under the statute. The proprietary nature of these terms should be protected to maintain our competitive advantage(Casetext - CoCounsel)(LII / Legal Information Institute).

4. Clear Confidentiality Designation Our financial arrangement with AZ Crown has been designated as confidential following the procedures laid out in **Ariz. Admin. Code § R2-7-103(A)**. We have marked the relevant documents and submitted a supporting statement to justify this designation. This ensures that the chief procurement officer can make a determination under **R2-7-103(C)** to safeguard this sensitive financial information from public exposure(LII / Legal Information Institute).

Conclusion The financial commitment from AZ Crown is proprietary, competitively sensitive, and strategically important to both our company and our funding partner. The public disclosure of these terms would result in competitive harm and limit future financing opportunities, thus qualifying for confidential treatment under **Ariz. Admin. Code § R2-7-103**. We respectfully request that this information be maintained as confidential to protect our competitive standing and the proprietary nature of our business relationship with AZ Crown.

Argument for Designating Company Financials as Confidential

1. Proprietary Nature of Financial Information Our company's financials contain detailed and sensitive data that is proprietary in nature. This includes revenue streams, cost structures, profit margins, and investment details that reflect the unique strategies and financial health of the company. Disclosure of this information would provide competitors with an unfair advantage by revealing our internal financial operations, making it a clear case for proprietary protection as outlined in **Ariz. Admin. Code § R2-7-103(A)**.

2. Risk of Competitive Harm The financial data we are seeking to protect includes strategic information about our operations and competitive positioning in the market. If disclosed, this information could be used by competitors to undermine our business strategy, pricing models, or market share. The statute recognizes that trade secrets or proprietary information—such as our financial details—are critical to maintaining a competitive edge and should be protected from public disclosure to prevent competitive harm(LII / Legal Information Institute)(Casetext - CoCounsel).

3. Financial Data is Not Publicly Available Unlike general terms and conditions or pricing, which are often publicly accessible, our financial records are internal and confidential by nature. These records are not disclosed to the public, and making them available would expose proprietary strategies that are fundamental to our market advantage. In line with **R2-7-103(A)**, this non-public information should be clearly marked and recognized as confidential (Casetext - CoCounsel).

4. Precedent for Financial Confidentiality Financial data has consistently been recognized as a category of proprietary information in both case law and regulatory frameworks. Courts and regulatory bodies have acknowledged the need to protect financial data that could reveal business strategies, investments, and operational decisions. Our financials meet the definition of confidential information, as they are not intended for public disclosure and are directly tied to the competitive standing of the company(LII / Legal Information Institute).

5. Confidential Designation in Submission We have taken the necessary steps to designate our financials as confidential in accordance with **R2-7-103(A)**, submitting a statement and marking the relevant documents as "confidential." This designation ensures that the chief procurement officer has the basis to make a determination under **R2-7-103(C)**, thereby

protecting this sensitive information until a final determination is made(LII / Legal Information Institute)(Casetext - CoCounsel).

Conclusion Given the proprietary and sensitive nature of our financials, their disclosure would cause competitive harm and provide an unfair advantage to competitors. As such, we respectfully request that our financial data be recognized as confidential under **Ariz. Admin. Code § R2-7-103** to protect our competitive interests and proprietary information.

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Attachment E – Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be performing all of the Work with your own personnel.

☒	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list the name(s) of persons or companies you propose to use as Subcontractors.

1. Fill in the information for each significant Subcontractor – indicate the type of work the Subcontractor will perform under the Contract and their approximate percentage of the total Contract work;
2. Provide copies of relevant certifications each person or firm possesses attached to this form; AND
3. Provide a description of quality assurance (QA) and quality control (QC) measures that you will use to ensure that Subcontractor's work meets the Contract requirements.

State may demand additional information about proposed Subcontractors as a precondition of Award.

☐	YES, the Offeror will use the Subcontractors listed below:

No.	Name and contact information	Small business	Work to be performed and QA/QC measures	%
1.	[Name]	Yes	[Work to be performed]	
		or		X
	[Contact information]	No	[QA/QC measures]	
2.	[Name]	Yes	[Work to be performed]	
		or		X
	[Contact information]	No	[QA/QC measures]	
3.	[Name]	Yes	[Work to be performed]	
		or		X
	[Contact information]	No	[QA/QC measures]	
4.	[Name]	Yes	[Work to be performed]	
		or		X
	[Contact information]	No	[QA/QC measures]	
5.	[Name]	Yes	[Work to be performed]	
		or		X
	[Contact information]	No	[QA/QC measures]	

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Attachment H – Conformance Statements

If taking exceptions, the relevant subsequent pages titled "Attachment Supplements" must be completed. Attach additional pages as needed.

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ ALL INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS. OFFERS WITH EXCEPTIONS MAY BE FOUND NOT SUSCEPTIBLE FOR AWARD UNDER A.A.C. R2-7-C311 OR RECEIVE LOWER SCORES DURING EVALUATION.

IF NEITHER BOX IS CHECKED UNDER ANY SECTION BELOW, THE OFFEROR'S RESPONSE TO THAT SECTION WILL BE CONSIDERED "YES" AND STATE WILL INTERPRET THE OFFER AS IF THERE WERE NO EXCEPTIONS TAKEN.

CONFORMANCE TO THE INSTRUCTIONS TO OFFERORS	
Check one of the following:	
☒	YES – Offeror acknowledges that it has read and understands the Special Instructions to Offerors and Uniform Instructions to Offerors of the Solicitation Documents and attests that its Offer complies with both.
☐	NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement – Conformance Statements - Exceptions to Instructions**.

CONFORMANCE TO THE SCOPE OF WORK	
Check one of the following:	
☒	YES – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both.
☐	NO – Offeror acknowledges that it has read and understands the Scope of Work Document and the Pricing Document of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment Supplement – Conformance Statements - Exceptions to Scope of Work**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS	
Check one of the following:	
☐	YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with all.
☒	NO – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices of the Solicitation Documents and attests that its Offer complies with all EXCEPT FOR the exceptions listed in **Attachment Supplement – Conformance Statements - Exceptions to Contract Terms and Conditions**.

Hundred Public Safety Inc., DBA Performance Protocol

	Request for Proposal **SOLICITATION NO.: BPM006496** **Description: Law Enforcement Coaching/Training**	Arizona Department of Public Safety 2102 W. Encanto Blvd. Phoenix, Arizona 85009

Attachment Supplement 2 – Conformance Statements - Exceptions to Scope of Work

Article / paragraph or exhibit reference	RFP language (Copy and paste from Solicitation)	Alternate language and Rationale
Scope of Work		
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X
X	X	Alternate language: X Rationale: X

Hundred Public Safety Inc., DBA Performance Protocol

Company name

Signature of person authorized to sign

	Request for Proposal **SOLICITATION NO.: BPM006496** **Description: Law Enforcement Coaching/Training**	Arizona Department of Public Safety 2102 W. Encanto Blvd. Phoenix, Arizona 85009

Attachment I – Key Personnel

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel,

1	**Name:**	Greg Zaroslinski	Job title:	President	
Length of employment with the company:		2 years	Length of time in current role:		2 years
Proposed percentage of overall time to be dedicated to the Services:		50 %	If applicable, length of time in related experience with large local, state or federal government agencies:		13 years
Proposed position with regard to the Services:		Able to deliver all service elements of the proposal, including but not limited to Audits, Recruiting Bootcamps, Leadership Training, Coaching, etc.			
Proposed primary responsibilities with regard to the Services:		Delivery and Quality Control			
Describe experience in performing Services similar to those that are to be assigned:		Greg served in the U.S. Military for 11 years in support of many Joint Operations while overseas. When Greg returned stateside, he took his passion for serving to Navy Recruiting District Phoenix, where he was named Recruiter of the year and subsequently finished as the number 2 recruiter in the Nation (2008 & 2009). Greg has been recognized as a leader in the Entrepreneurial world as the 2021 Entrepreneur of the Year and is a member of Entrepreneur Organization (EO). Greg has built several successful businesses while continuing to stay connected to his passion of serving through coaching and recruiting.			
List job-related certifications, training, and education:		Navy Rookie Recruiter of the Year in 2007 2 time Navy National Recruiter of the Year Runner Up in 2008 and 2009. 2021 Entrepreneur of the Year			
Resume:		Greg Zaroslinski Resume			

please utilize the same form for each additional Personnel by making copies of this page as needed.

Attachment I – Key Personnel

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

2	**Name:**	Cory McGookin	Job title:	Director of Coaching	
Length of employment with the company:	2.5 years	Length of time in current role:	2.5 years		
Proposed percentage of overall time to be dedicated to the Services:	90%	If applicable, length of time in related experience with large local, state or federal government agencies:	35 years		
Proposed position with regard to the Services:	Oversee all coaching operations and delivery of specific services, including but not limited to Leadership training.				
Proposed primary responsibilities with regard to the Services:	Delivery and quality control				
Describe experience in performing Services similar to those that are to be assigned:	Cory retired in 2022 after 30 years as the Chief of the National Academy Unit (NAU) in the FBI Academy, at Quantico, Virginia. Cory led the team responsible for law enforcement's most premier executive educational program in the world and has been involved in training & education for military & law enforcement for over 20 years. Cory also served for five years as a leadership master instructor in the FBI National Academy Program and as a lead instructor for the FBI's Instructor Development Program (IDP). He has managed other leadership programs for the FBI including LEEDS. Prior to that, Cory spent 10 years in the US Air Force and has worked for Raytheon as a curriculum developer and a training specialist. Cory holds a Master of Arts in Leadership and a Master's Certificate in Adult Education. He is a trained expert coach and is certified by the International Coaching Federation.				
List job-related certifications, training, and education:	EQI 2.0 (Emotional Intelligence) Certification to administer assessment & teach Everything DiSC by Wiley Certification to administer assessment & teach The Five Behaviors Facilitator Certification to administer assessment & teach Safetalk (suicide) Certification for suicide awareness Applied Suicide Intervention Certification for suicide intervention Northeastern U. Graduate program Graduate certificate - Adult & Organizational Learning Presentation Skills Course TTT Certification to certify instructors Instructional Strategies Course TTT				

	Certification to certify instructors CYD 1200 A+ Certification in Cyber HUMINT Intermediate Course Certification as Human Intelligence operator Advanced HUMINT Operations Certification as advanced HUMINT operator Instructor Development Certification as FBI instructor Regional ERT Basic Certification as Evidence Recovery Team operator Regional ERT Post Blast Certification as ERT Post Blast operator Cyber Investigative Techniques Certification as Cyber Investigator Please also see attachment titled Cory McGookin Instructor Transcript for additional certifications.
Resume:	Cory McGookin Resume

Attachment I – Key Personnel

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in performing the Services.** Insert or attach a separate resume as applicable, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel by making copies of this page as needed.

3	**Name:**	Eric Feldman	Job title:	Director of Customer Success	
Length of employment with the company:		1.5 years	Length of time in current role:		5 months
Proposed percentage of overall time to be dedicated to the Services:		30 %	If applicable, length of time in related experience with large local, state or federal government agencies:		23 years
Proposed position with regard to the Services:		Delivery of services which includes, but is not limited to Audits, Bootcamps, and Leadership training			
Proposed primary responsibilities with regard to the Services:		Delivery of services			
Describe experience in performing Services similar to those that are to be assigned:		Chief of Police, Eric Feldman joined New Smyrna Beach PD in August 2021, following a 20-year career with Homeland Security Investigations (HSI), where he held numerous leadership roles including Special Agent, Assistant Special Agent in Charge, Director of the HSI Cyber Crimes Center, and Attaché in London. In London, he coordinated international organized crime investigations across the US, UK, Ireland, and Iceland, and served as the Chairman of the US Embassy London Employee Association. During his federal tenure, Feldman frequently represented the US on cybercrime issues and contributed to major media outlets and government briefings. He also played a key role in creating the Hero Act to combat child exploitation. Additionally, Feldman taught Cybercrime and Homeland Security at George Mason University. As Chief, he has restructured the department, redesigned training and recruitment strategies with a focus on human connection, and filled all vacancies, adopting a "people first" approach to leadership and community engagement.			
List job-related certifications, training, and education:		Liberty University Master's degree, Public Safety Leadership Northern Arizona University Bachelor of Arts in Cultural Understanding, emphasis in Criminal Justice Police Officer/Law Enforcement Officer/Peace Officer Certification - Florida Department of Law Enforcement			
Resume:		Eric Feldman Resume			

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 8605 E. Raintree Drive, Suite 200 Scottsdale AZ 85260 License#: OH18131	**CONTACT NAME:** Carrie Perica, CISR **PHONE (A/C, No, Ext):** 520-722-7223 **FAX (A/C, No):** **E-MAIL ADDRESS:** carrie.perica@marshmma.com
INSURED HUNDRPUBLI Hundred Public Safety Inc dba: Performance Protocol 1305 W Auto Drive Tempe AZ 85284	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Underwriters Insurance Company — 30104 **INSURER B :** Hartford Insurance Company of Southeast — 38261 **INSURER C :** Arch Specialty Ins Co — 21199 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 222049146 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	59SBAAT7W7X	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		59WECAT7W6G	9/1/2024	9/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber			C4LPL102699CYBER2024	9/1/2024	9/1/2025	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The above-indicated Additional Insured and Waiver of Subrogation (WOS) are provided with respects to General Liability when required in a written and executed contract. Such coverage afforded by these policies for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributory when required in a written and executed contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carrie A Perica

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	Request for Proposal **SOLICITATION NO.: BPM006496** **Description: Law Enforcement Coaching/Training**	Arizona Department of Public Safety 2102 W. Encanto Blvd. Phoenix, Arizona 85009

Attachment K – Organization Profile

Organization name:	Hundred Public Safety Inc., DBA Performance Protocol	Year established:	2021
Principal address (street, city, state, ZIP):	1305 W Auto Dr. Tempe, AZ 85284		
Branch or division:	N/A	Parent company or owner:	N/A

Years of experience providing Materials or Services similar in type and quantity as required by this Solicitation:	7 years
Years of experience performing Services similar in size and scope as required by this Solicitation:	2 years
Years the organization has conducted business in Arizona:	4 years

Contract Representatives

	Name	Title	Phone number	Email address
1.	Daniel Folk	CEO	917-890-4230	Daniel@performance-protocol.com
2.	Greg Zaroslinski	President	623-252-8354	Greg@performance-protocol.com
3.	X	X	X	X

Licenses/Certifications

	Description	Issuer	Number	Expiration
4.	N/A	N/A	N/A	N/A
5.	X	X	X	X
6.	X	X	X	X
7.	X	X	X	X
8.	X	X	X	X

Financial Information (attach financial statements with income/balance sheets as Supplements)

	Rating/Issuer	Score/Rank	Date
9.	N/A	N/A	N/A
10.	X	X	X

Capacity

	Location	Work performed	Number of staff	Capacity
11.	Online, Nationwide	Coaching, ATS, Forecaster	100+	20,000 coaching sessions per month, unlimited software applications
12.	Onsite, at Awarded Agencies	Bootcamps, Audits, Leadership Training	10	Up to 5 concurrent agencies per week
13.	X	X	X	X

	Request for Proposal **SOLICITATION NO.: BPM006496** **Description: Law Enforcement Coaching/Training**	Arizona Department of Public Safety 2102 W. Encanto Blvd. Phoenix, Arizona 85009

Attachment M – References.....optional

State intends to conduct reference checks for accounts referenced provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references, including internal state clients. Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this Solicitation. **At least one (1) of the projects referenced must be related to public sector work. All references shall be for work received and completed within the last five (5) years.**

1	Client company/Address	Contact	Begin date	End date
Maui Police Dept. 55 Mahalani St. Wailuku, HI 96793 .		Chief John Pelletier	6/2023	Ongoing
Phone number		Email address		
8082446400		John.pelletier@mpd.net		
Summarize the scope and deliverables provided, including timeline and outcome.				
Recruitment audit, recruitment bootcamp, advanced recruiter training and performance coaching. Services were performed in the order listed, resulting in 60% more hires during Q3 and Q4 of 2023. To date the agency is still actively engaged with our performance coaching services.				
List key Materials or Services provided.				
Recruitment audit, recruitment bootcamp, advanced recruiter training and performance coaching.				

2	Client company/Address	Contact	Begin date	End date
Wyoming Highway Patrol		Col. Timothy Cameron	April 2024	Ongoing
Phone number		Email address		
307-777-4301		Timothy.cameron@wyo.gov		
Summarize the scope and deliverables provided, including timeline and outcome.				
Performance Coaching. Performance coaching resulted in a 56% decrease in intention to quit and 60% improvement in the "gap" between command and patrol, and overall satisfaction rating of 4/5.				
List key Materials or Services provided.				
Performance Coaching				

3	Client company/Address	Contact	Begin date	End date
Idaho State Police		Col. Kedrick Wills	February 2024	May 2024
Phone number		Email address		
208-280-4253		klgleadership@gmail.com		
Summarize the scope and deliverables provided, including timeline and outcome.				
Performance Coaching. Performance coaching resulted in a 79% decrease intention to quit and 61% decrease in desire to change roles/career jump within the agency.				
List key Materials or Services provided.				
Performance Coaching				

Instructor Transcript

for sections between 01/03/2002 and 10/31/2021

McGookin, Cory

TRAINING DIVISION

Content Type	Catalog Number	Catalog Name	Hours	Primary	Start Date	End Date	Students Graduated
Instructor Led Training	CJ-3320	Leadership for Law Enforcement	45.00	Y	7/15/2013	9/20/2013	25
Instructor Led Training	CJ-5030	Executive Leadership	45.00	Y	9/30/2013	12/13/2013	0
Instructor Led Training	CJ-3320	Leadership for Law Enforcement	45.00	Y	1/21/2014	3/28/2014	24
Instructor Led Training	CJ-3320	Leadership for Law Enforcement	45.00	Y	4/6/2014	6/13/2014	17
Instructor Led Training	CJ-3350	Leadership, Ethics, and Decision Making	45.00	Y	4/6/2014	6/13/2014	26
Instructor Led Training	CJ-3320	Leadership for Law Enforcement	45.00	Y	7/13/2014	9/19/2014	20
Instructor Led Training	CJ-3320	Leadership for Law Enforcement	45.00	Y	10/5/2014	12/19/2014	30
Instructor Led Training	CJ-3350	Leadership, Ethics, and Decision Making	45.00	Y	10/5/2014	12/19/2014	26
Instructor Led Training	CJ-3320	Leadership for Law Enforcement	45.00	Y	1/11/2015	3/20/2015	23
Instructor Led Training	CJ-3320	Leadership for Law Enforcement	45.00	Y	4/5/2015	6/12/2015	31
Instructor Led Training	CJ-5030	Executive Leadership	45.00	Y	7/13/2015	9/18/2015	0
Instructor Led Training	CJ-3320	Leadership for Law Enforcement	45.00	Y	7/13/2015	9/18/2015	37
Instructor Led Training	CJ-5460	Leadership: Context and Culture	45.00	Y	7/13/2015	9/18/2015	12
Instructor Led Training	CJ-5030	Executive Leadership	45.00	Y	10/5/2015	12/18/2015	14
Instructor Led Training	CJ-3320	Leadership for Law Enforcement	45.00	Y	10/5/2015	12/18/2015	33
Instructor Led Training	CJ-5460	Leadership: Context and Culture	45.00	Y	10/5/2015	12/18/2015	34
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	1/11/2016	3/18/2016	26
Instructor Led Training	CJ-5030	Executive Leadership	45.00	Y	1/11/2016	3/18/2016	32
Instructor Led Training	CJ-3350	Leadership, Ethics, and Decision Making	45.00	Y	1/11/2016	3/18/2016	31
Instructor Led Training	CJ-5460	Leadership: Context and Culture	45.00	Y	4/4/2016	6/10/2016	15

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Content Type	Catalog Number	Catalog Name	Hours	Primary	Start Date	End Date	Students Graduated
Instructor Led Training	CJ-5460	Leadership: Context and Culture	45.00	Y	4/4/2016	6/10/2016	14
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	7/11/2016	9/16/2016	22
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	7/11/2016	9/16/2016	24
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	10/3/2016	12/16/2016	33
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	10/3/2016	12/16/2016	27
Conference/Meeting	CONF-0183	OTD DiSC Course	3.00		3/8/2017	3/8/2017	0
Instructor Led Training	CJ-5890	Essentials for Law Enforcement Executives	45.00	Y	1/9/2017	3/17/2017	25
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	1/9/2017	3/17/2017	29
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	1/9/2017	3/17/2017	15
Instructor Led Training	CJ-3720	Contemporary Issues in Police and Media Relations	45.00	Y	4/3/2017	6/9/2017	20
Instructor Led Training	CJ-5890	Essentials for Law Enforcement Executives	45.00	Y	4/3/2017	6/9/2017	21
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	4/3/2017	6/9/2017	32
Instructor Led Training	CJ-3720	Contemporary Issues in Police and Media Relations	45.00	Y	7/10/2017	9/15/2017	19
Instructor Led Training	CJ-3720	Contemporary Issues in Police and Media Relations	45.00	Y	7/10/2017	9/15/2017	23
Instructor Led Training	CJ-5210	Critical Analysis of Present Day Policing	45.00		7/10/2017	9/15/2017	23
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	7/10/2017	9/15/2017	21
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	7/10/2017	9/15/2017	28
Instructor Led Training	CJ-3720	Contemporary Issues in Police and Media Relations	45.00	Y	10/2/2017	12/15/2017	20
Instructor Led Training	CJ-3720	Contemporary Issues in Police and Media Relations	45.00	Y	10/2/2017	12/15/2017	21
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	10/2/2017	12/15/2017	30
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	10/2/2017	12/15/2017	30
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	10/2/2017	12/15/2017	27
Instructor Led Training	CJ-3720	Contemporary Issues in Police and Media Relations	45.00		1/8/2018	3/16/2018	21

Content Type	Catalog Number	Catalog Name	Hours	Primary	Start Date	End Date	Students Graduated
Instructor Led Training	CJ-3720	Contemporary Issues in Police and Media Relations	45.00	Y	1/8/2018	3/16/2018	21
Instructor Led Training	CJ-3720	Contemporary Issues in Police and Media Relations	45.00	Y	1/8/2018	3/16/2018	18
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	1/8/2018	3/16/2018	31
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	1/8/2018	3/16/2018	22
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	1/8/2018	3/16/2018	26
Instructor Led Training	CJ-4670	Law Enforcement Approaches to Counterterrorism	45.00	Y	1/8/2018	3/16/2018	19
Instructor Led Training	CJ-4670	Law Enforcement Approaches to Counterterrorism	45.00	Y	1/8/2018	3/16/2018	15
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	4/2/2018	6/8/2018	31
Instructor Led Training	CJ-3890	Essentials for Law Enforcement Leaders	45.00	Y	4/2/2018	6/8/2018	25
Instructor Led Training	CJ-5680	The Cyber Threat Landscape for Law Enforcement Executives	45.00		4/2/2018	6/8/2018	18
Instructor Led Training	CJ-3680	The Cyber Threat Landscape for Law Enforcement Leaders	45.00		4/2/2018	6/8/2018	8
Instructor Led Training	ILT-12422	DISC: Understanding Your Leadership Style and Behavioral Preferences (FBI National Academy Webinar Series)	1.00	Y	6/9/2020	6/9/2020	26
Instructor Led Training	ILT-12423	DISC & Emotional Intelligence: Making the Connection (FBI National Academy Webinar Series)	1.00		6/11/2020	6/11/2020	26
Instructor Led Training	ILT-12422	DISC: Understanding Your Leadership Style and Behavioral Preferences (FBI National Academy Webinar Series)	1.00	Y	7/13/2020	7/13/2020	49
Instructor Led Training	ILT-12423	DISC & Emotional Intelligence: Making the Connection (FBI National Academy Webinar Series)	1.00		7/15/2020	7/15/2020	25

Content Type	Catalog Number	Catalog Name	Hours	Primary	Start Date	End Date	Students Graduated
Instructor Led Training	ILT-12422	DISC: Understanding Your Leadership Style and Behavioral Preferences (FBI National Academy Webinar Series)	1.00	Y	7/27/2020	7/27/2020	54
Instructor Led Training	ILT-12423	DISC & Emotional Intelligence: Making the Connection (FBI National Academy Webinar Series)	1.00	Y	7/29/2020	7/29/2020	30
Instructor Led Training	ILT-12422	DISC: Understanding Your Leadership Style and Behavioral Preferences (FBI National Academy Webinar Series)	1.00		8/10/2020	8/10/2020	42
Instructor Led Training	ILT-12423	DISC & Emotional Intelligence: Making the Connection (FBI National Academy Webinar Series)	1.00		8/12/2020	8/12/2020	0
Instructor Led Training	ILT-12422	DISC: Understanding Your Leadership Style and Behavioral Preferences (FBI National Academy Webinar Series)	1.00	Y	8/24/2020	8/24/2020	45
Instructor Led Training	ILT-12423	DISC & Emotional Intelligence: Making the Connection (FBI National Academy Webinar Series)	1.00		8/26/2020	8/26/2020	40
Instructor Led Training	ILT-12578	DISC: Understanding Your Leadership Style and Behavioral Preferences (New Haven)	1.00	Y	9/2/2020	9/2/2020	26
Instructor Led Training	ILT-12701	TD Employee Development Series: Microsoft Teams	1.00		9/16/2020	9/16/2020	22
Instructor Led Training	ILT-12701	TD Employee Development Series: Microsoft Teams	1.00		9/23/2020	9/23/2020	52
Instructor Led Training	ILT-12701	TD Employee Development Series: Microsoft Teams	1.00		9/30/2020	9/30/2020	51
Instructor Led Training	ILT-12701	TD Employee Development Series: Microsoft Teams	1.00		10/7/2020	10/7/2020	59
Instructor Led Training	ILT-12701	TD Employee Development Series: Microsoft Teams	1.00		10/21/2020	10/21/2020	74

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Content Type	Catalog Number	Catalog Name	Hours	Primary	Start Date	End Date	Students Graduated
Instructor Led Training	ILT-12422	DISC: Understanding Your Leadership Style and Behavioral Preferences (FBI National Academy Webinar Series)	1.00	Y	10/26/2020	10/26/2020	16
Instructor Led Training	ILT-12422	DISC: Understanding Your Leadership Style and Behavioral Preferences (FBI National Academy Webinar Series)	2.00		11/16/2020	11/16/2020	15
		Total Instructor Hours:	**2407.00**		**Total Students Graduated:**		**1867**

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Cory McGookin

Stafford, VA | LinkedIn | 540-621-8683 | corymcgookin@hotmail.com

Professional Summary

Experienced leadership training professional with over 20 years of experience in law enforcement, leadership development, program management and curriculum design. Proven track record in developing, facilitating, and leading leadership training programs for various leadership levels, from emerging leaders to senior executives. Adept at leveraging needs assessments to tailor training content and skilled in both in-person and virtual training environments. Expertise in program management, evaluation, and the use of instructional design methodologies such as ADDIE and Understanding by Design.

Education

- M.A. in Leadership - 2008
  Bellevue University, Bellevue, NE
- Graduate Certificate in Adult and Organizational Learning - 2015
  Northeastern University, Boston, MA
- B.A in Spanish - 1998
  Thomas Edison State College, Trenton, NJ

Certifications

- ICF ACC Certified Coach
- DISC Assessment Certified Instructor
- EQ-I 2.0 Certified Emotional Intelligence Coach
- Five Behaviors Certified via Wiley
- Active Bystandership for Law Enforcement (ABLE) Trainer
- Heroes Intervene Bystandership Trainer
- FBI Instructor Course Certifying Official
- Webinar Facilitator Certified

Professional Experience

Performance Protocol, Phoenix, AZ
Coach Training Director
2022 – Present

- Developed an asynchronous training curriculum using TalentLMS, resulting in the certification of over 200 performance coaches.
- Led the recruitment, training, and evaluation of law enforcement executives to become certified performance life coaches.
- Designed training modules focusing on leadership development and interpersonal skills enhancement.

Dedication to Community (D2C), Charlotte, NC
Senior Vice President for Law Enforcement Relations / Senior Master Instructor
2022 – Present

- Leads law enforcement initiatives focusing on leadership development and community engagement.
- Developed and managed the D2C Ambassador Program, enhancing outreach and community relations.
- Delivered the "Recipe for Reconciliation"© curriculum, facilitating improved relations between law enforcement and community members.

FBI, Quantico, VA
Supervisory Special Agent & Lead Developer, Leadership Programs
2002 – 2022

- Co-developed and facilitated the *Leading People* course for first-line leaders and the *Senior Leader* course for senior executives.
- Partnered with senior FBI leaders to conduct needs assessments, customizing senior leadership training to align with executive needs and objectives.
- Facilitated hundreds of leadership training sessions, both in-person and virtually, adapting content delivery to maintain engagement and effectiveness during the COVID-19 pandemic.
- Managed curriculum development for the FBI National Academy, including creating lesson plans, visual aids, and supporting materials using ADDIE and Understanding by Design models.
- Evaluated program effectiveness through structured feedback mechanisms, making data-driven improvements to training content.
- Led a team of 20+ instructors responsible for delivering undergraduate and graduate courses to over 1,000 law enforcement leaders annually.
- Lead a multi-million-dollar, highly visible leadership program, ensuring the successful delivery of leadership education and training for leaders across the world.
- Taught hundreds of FBI employees in Presentation Skills and Instructional Strategies courses for FBI Instructor Certification status.

Raytheon, Pensacola, FL
Training Specialist
1999 – 2001

- Served as storyboard developer to convert US Navy stand up instruction modules for web-based training modules.
- Partnered with SMEs to learn materials for conversion of learning objectives from current status to follow instructional design and be delivered as asynchronous web-based courses.
- Directed colleagues (graphic artists, narrators, computer specialists, designers, quality assurance) to contribute components toward storyboarded learning plans to full completion of modules and courses.

US Air Force, Hurlburt Field, FL
Airborne Cryptologic Spanish Linguist
1990 – 1999

- Conducted intelligence missions to support national security and counter-drug trafficking operations.
- Led training for special operations personnel, focusing on enemy tactics and communication analysis.

Key Skills

- Leadership Development & Coaching
- Curriculum Design & Instructional Design (ADDIE, Understanding by Design)
- Needs Assessment & Customization
- Facilitation of In-Person and Virtual Training
- Program Management & Evaluation
- Adaptability & Multi-tasking in Fast-paced Environments
- Proficient in Microsoft Office Suite and TalentLMS

Achievements & Highlights

- Successfully transitioned FBI leadership training to virtual platforms during the pandemic, ensuring continuity, growth and engagement.
- Managed a large-scale leadership program with over 1,000 annual graduates, maintaining high standards and positive feedback.
- Recognized for developing innovative training solutions that address the evolving needs of law enforcement leadership.
- Subject Matter Expert for all leadership programs for the FBI.

Eric Feldman

Ericfeldman1811@gmail.com • LinkedIn
180 Sweet Bay Ave., New Smyrna Beach, Fl 32168 •
760-504-4987

Law Enforcement and Security Executive

Results-driven law enforcement and security executive with a proven track record in strategic planning, public safety, and cyber-crime. Accomplished in leading large teams, rebuilding organizations, and optimizing operational efficiency. Expert in critical incident management, public safety leadership, and cyber-crime. Passionate educator with experience teaching law enforcement topics. Holds TS/SCI Security Clearance.

Areas of Expertise

- Incident Response
- Strategic Planning
- Training Facilities
- Tactical Planning and Execution
- Change Management
- Cyber Incident Response
- Law Enforcement Training
- Program Valuation
- Use of Force Policy
- Community Outreach
- Relationship Building
- Public Affairs
- Budget Management
- International Cyber Policy
- Leadership & Mentoring
- Procurement Oversight
- Program Development
- Operations Oversight

Accomplishments

- **Appointed as Assistant Director of Homeland Security Investigations**, overseeing training, law enforcement equipment, firearms, and use of force policies for a workforce of 14,000 professionals.
- **Promoted to Chief of Police** of a mid-sized law enforcement agency, managing comprehensive public safety services for a city with a population between 30,000 and 50,000.
- **Revitalized Homeland Security Investigations' cyber investigations and digital forensics capabilities**, enhancing the agency's ability to counteract criminal organizations leveraging technology for anonymity.
- **Selected as a U.S. Diplomat** to influence international policy on criminal investigations, cybercrime, human trafficking, narcotics smuggling, and national security, advocating for significant global improvements.

Career Experience

New Smyrna Beach Police Department, New Smyrna Beach, Florida.

- **Chief of Police** | August 2021–Present
  - Developed and implemented a new organizational strategy, restructuring the department.
  - Established specialized units (Crime Suppression, Marine Patrol, Community Outreach).
  - Achieved re-accreditation through CALEA.
  - Reduced staff attrition with innovative recruitment and retention programs.
  - Added significant new sworn and civilian positions within the first two years.
  - Launched various programs to strengthen communication and engagement with residents.

...continued...

Performance Protocol, Scottsdale, Arizona

- **Consultant, Coach, and Director of Customer Success** | April 2023–Present
  - As a consultant and presenter at Performance Protocol, I provide expert consulting services to the company on various organizational topics, focusing on enhancing efficiency and effectiveness within police departments.
  - Develop and deliver specialized curriculum on critical areas such as police recruitment, retention, and leadership.
  - My role also includes conducting comprehensive audits of police departments, identifying areas for improvement, and offering strategic recommendations to optimize organizational performance.

Daytona State College, New Smyrna Beach, Florida.

- **Adjunct Instructor** | May 2025–Present
  - Teach courses related to hazardous materials, active shooter response, incident command, and explosives detection and response at the Law Enforcement Academy.

Homeland Security Investigations, Washington, D.C. and London, United Kingdom

- **HSI Attaché to the UK, Ireland, and Iceland** | August 2020–August 2021
  - Directed US Embassy department of diplomats coordinating international criminal investigations.
  - Improved office's ability to investigate international child exploitation crimes by 300%.
- **Assistant Director** | August 2018–August 2020
  - Led programs involving use of force training, firearms, and procurement of law enforcement equipment.
  - Expanded budget by 120% and increased training courses by 50%.
- **Assistant Special Agent in Charge** | August 2015–August 2018
  - Instructed daily operations for investigating and dismantling organized criminal groups.
  - Expanded use of the SWAT team by 300%.
- **Division Director** | August 2012–August 2015
  - Managed personnel, operations, and programs at the agency's Cyber Crime Center.
  - Collaborated with public sector and academia to combat anonymous online crime.
- **Supervisory Special Agent** | May 2008–August 2012
  - Supervised special agents and staff examining organized crime.
  - Commanded training and policy programs as interim unit chief for Undercover Operations Unit.
- **Special Agent** | January 2003–May 2008
  - Served as assistant team leader for Arizona SWAT team.
  - Directed and facilitated 100+ high-risk law enforcement actions.

Additional Experience:

- Adjunct Professor at George Mason University, Fairfax, Virginia
- Border Patrol Agent at United States Border Patrol, Nogales, AZ
- District Loss Prevention Manager at Lamont's Apparel
- Director of Park Security for City of Spokane Riverfront Park

Education

Bachelor of Arts in Cultural Understanding, emphasis in Criminal Justice
Northern Arizona University, Flagstaff, Arizona

Master of Science in Public Safety Leadership
Liberty University, Virginia

Awards

Protecting the Homeland Award, 2015 | Sons of the American Revolution Law Enforcement Commendation Medal, 2005 | Department of Justice Volunteer Award, 2001

Volunteer Service

Certified Youth Soccer Coach in Arizona, California, and Virginia, 2005 – 2018 | American Embassy Employee Association, Chairperson, 2021 | Post Advisor for Law Enforcement Exploring Program, 1999 | Legislative Committee Member, Florida Police Chiefs Association 2022-present| Patrol and Tactics Committee Member, IACP, 2022-Present

GREG ZAROSLINSKI

PRESIDENT AND PUBLIC SPEAKER
☎ (623) 252 8354 ✉ greg@performance-protocol.com in Linkedin Profile

PROFESSIONAL SUMMARY

A seasoned executive with a proven track record of leveraging human capital to drive organizational success, Greg Zaroslinski specializes in identifying, attracting, and retaining top-tier talent. By cherry-picking the most effective strategies from both the public and private sectors, Greg consistently enhances company performance and fosters a culture where people are recognized as the cornerstone of success. His expertise lies in shaping executive leaders to not only understand their strengths but also strategically surround themselves with complementary talent, thereby maximizing potential across the organization. Greg's approach integrates mindset, methods, and tools, empowering leaders to build resilient, high-performing recruiting teams that align with their organization's vision and goals.

AREAS OF EXPERTISE

Talent Acquisition	Talent Retention	Strategic Planning	Leadership
Organization Development	Executive Coaching	Mergers and Acquisitions	Finance
Performance Optimization	Human Capital Mgmt.	Public Speaking	Sales
Change Management	Culture Development	Entrepreneurship	Innovation
Business Development	Process Mapping	Partnerships	Strategy

PROFESSIONAL EXPERIENCE

Performance Protocol | President **Jun. 2020 - Present**

- Responsible for driving recruitment product development using the latest recruiting methods and tooling for law enforcement agencies across North America.
- Strategically lead Lead customer implementations of recruiting programs with a full suite of training, performance coaching and software solutions.
- Foster a high-performance culture within the organization by aligning team efforts with the company's vision, optimizing talent acquisition, and maintaining strong relationships with key stakeholders.

Victory Tax Solutions. | Owner, President **Aug. 2013 - 2024**

- Joined in 2013 as a partial owner, growing the company to +10,000 accounts.
- Served a team of 40 executive leaders in growing the business
- Sold ownership stake in 2024

RES (Residential Enhancement Services | Owner, President **Oct. 2011 - 2014**

- Built through a partnership with a public property management company, personally grew the business from zero to over $10 million in construction volume within two years
- Sold ownership stake in 2014

ADC Coaching | Founder **Oct. 2010 - 2015**

- Built a coaching business centered around executive leadership
- Involved in countless promotions, exits and business mergers

Spartan College of Aeronautics and Technology | Director of Recruiting **Aug. 2010 - Aug. 2013**

- Went from a regional representative to Director of Recruiting
- Restructured all recruiting practices across the nation
- Responsible for doubling enrollment rates across the country

U.S. Navy. | Recruiter In Charge **Aug. 2000 - Sep. 2009**

- Transformed the lowest performing recruiting post in Arizona into a top 10 national recruiting post for the US Navy
- Two-time National Recruiter Runner-up (2008, 2009)
- Rookie Recruiter of the Year
- Meritorious promotion for Recruiting success
- Contributed as a Subject Matter Expert for Sales Process and prospecting methods

REFERENCES

Available upon request.

Law Enforcement Coaching/Training BPM006496

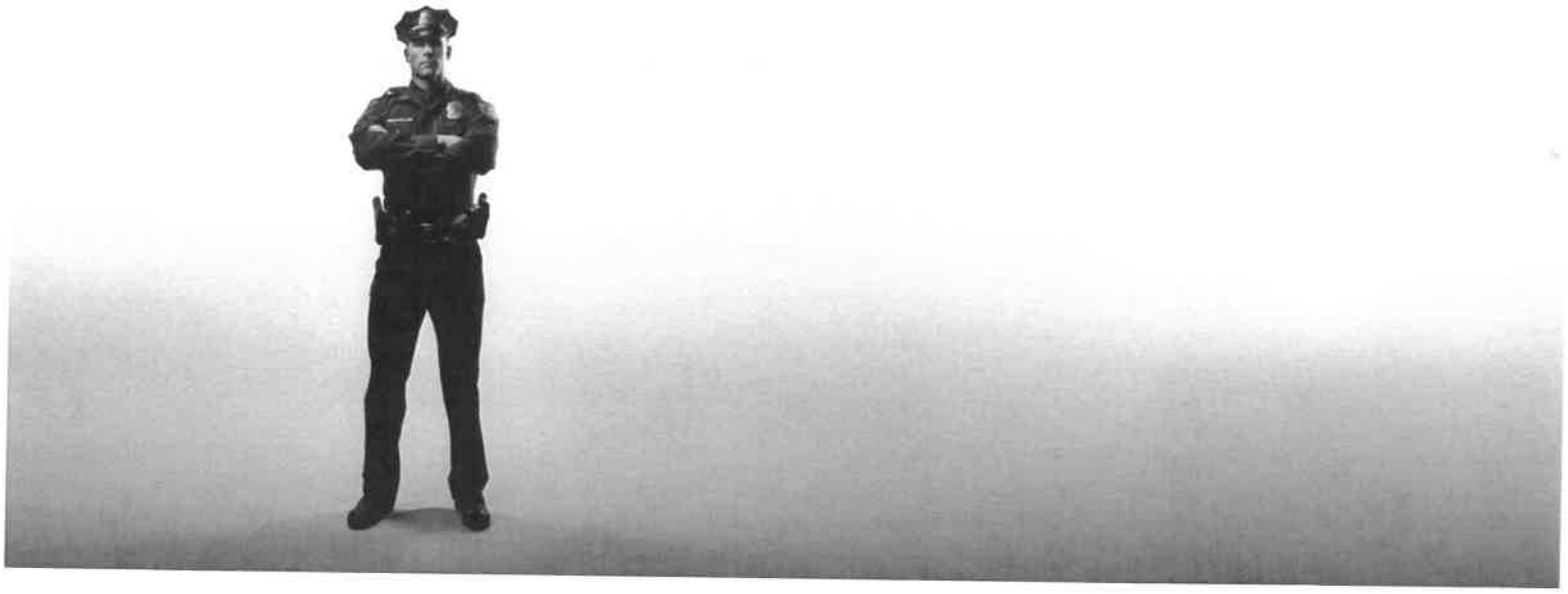
1 Pricing to be provided per the Statement of Work requirements by each Agency

2 Product / Service / Training	Frequency	Agency Employee Size						
		1 to 20	21 to 49	50 to 99	100 to 250	251 to 499	500 to 999	1000+
Agency Platform Access	*Annual / agency*	$ 1,000	$ 2,500	$ 5,000	$ 9,000	$ 14,000	$ 19,000	$ 25,000
Employee Platform Access	*Annual / employee*	$ 120	$ 120	$ 120	$ 120	$ 120	$ 120	$ 120
Coaching Credits	*Per Credit*	$ 0.90	$ 0.90	$ 0.90	$ 0.90	$ 0.90	$ 0.90	$ 0.90
Setup & Kick-off Experience	*One time*	$ 2,000	$ 3,000	$ 4,000	$ 5,000	$ 7,000	$ 9,500	$ 12,000
Recruitment Audit	*One time*	$ 3,500	$ 5,000	$ 8,000	$ 12,000	$ 15,000	$ 20,000	$ 30,000
Recruitment Bootcamp	*One time*	$ 10,000	$ 12,500	$ 17,500	$ 25,000	$ 30,000	$ 40,000	$ 50,000
Leadership Bootcamp	*One time*	$ 6,000	$ 8,500	$ 15,000	$ 25,000	$ 30,000	$ 35,000	$ 50,000
Staffing Forecast Software	*Annual*	$ 6,500	$ 12,000	$ 15,000	$ 20,000	$ 25,000	$ 35,000	$ 45,000
Talent Tracker (ATS)	*Annual*	$ 10,000	$ 15,000	$ 25,000	$ 30,000	$ 35,000	$ 50,000	$ 75,000
Travel & Lodging	*Per P2 Employee*	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000

PERFORMANCE PROTOCOL

RECRUIT. DEVELOP. RETAIN.

RECRUITMENT & RETENTION SOLUTIONS
2024 PRICING GUIDE



SOLUTIONS PRICING TABLE

The table below is a complete list of available Performance Protocol (P2) services, products, and solutions law enforcement agencies thru 2024 to end of Q2 2025.

A description of each item is provided on the following page.

Product / Service	Billing Frequency	Agency Size						
		1 to 20	21 to 49	50 to 99	100 to 250	251 to 499	500 to 999	1000+
Agency Platform Access	*Annual / agency*	$ 1,000	$ 2,500	$ 5,000	$ 9,000	$ 14,000	$ 19,000	$ 25,000
Employee Platform Access	*Annual / employee*	$ 120	$ 120	$ 120	$ 120	$ 120	$ 120	$ 120
Coaching Credits	*Per Credit*	$ 0.90	$ 0.90	$ 0.90	$ 0.90	$ 0.90	$ 0.90	$ 0.90
Setup & Kick-off Experience	*One time*	$ 2,000	$ 3,000	$ 4,000	$ 5,000	$ 7,000	$ 9,500	$ 12,000
Recruitment Audit	*One time*	$ 3,500	$ 5,000	$ 8,000	$ 12,000	$ 15,000	$ 20,000	$ 30,000
Recruitment Bootcamp	*One time*	$ 10,000	$ 12,500	$ 17,500	$ 25,000	$ 30,000	$ 40,000	$ 50,000
Leadership Bootcamp	*One time*	$ 6,000	$ 8,500	$ 15,000	$ 25,000	$ 30,000	$ 35,000	$ 50,000
Staffing Forecast Software	*Annual*	$ 6,500	$ 12,000	$ 15,000	$ 20,000	$ 25,000	$ 35,000	$ 45,000
Talent Tracker (ATS)	*Annual*	$ 10,000	$ 15,000	$ 25,000	$ 30,000	$ 35,000	$ 50,000	$ 75,000
Travel & Lodging	*Per P2 Employee*	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000

SOLUTIONS DESCRIPTION

See each section below for a brief description of each Performance Protocol's (P2) products, services and solutions.

Agency Platform Access grants agencies entry to P2's Coaching Platform, offering comprehensive tools and resources. This includes the Command Center for data tracking and reporting, continuous monitoring, and technical support, as well as specific administrative access for efficient management and oversight.

Employee Platform Access allows all employees enrolled in P2's coaching program to create their own accounts, book sessions, and track their progress. Each employee is assigned a dedicated Coach Concierge for personalized support. Additionally, technical support is available to ensure a seamless experience.

Coaching Credits serve as the currency for booking sessions with P2 coaches on the platform, with session costs ranging from 50 to 250 credits, and most sessions averaging around 100 credits. Agencies have the discretion to distribute these credits among employees as needed. This flexible system ensures employees can access the coaching they require.

Setup & Kick-Off Experience is an in-person, on-site orientation hosted by a P2 Coaching Specialist to educate and prepare employees for their coaching journey. This presentation includes technical device setup, program demonstration, expectation management, and a baseline survey. Multiple presentations can be arranged to accommodate conflicting schedules at no additional charge.

The Recruitment Audit is an on-site, in-depth consulting service for law enforcement agencies to enhance recruitment processes and competencies, involving all relevant team members and stakeholders. This comprehensive assessment evaluates the efficiency of recruiting processes, tools, and personnel, providing a full report with interpretations and next steps, focusing on process optimization, data accuracy, best practices, talent pool analysis, and continuous improvement. The audit experience includes collaboration with key personnel to identify challenges, develop recruiter sales processes, initiate engagement programs, refine recruitment workflows, and align marketing strategies with precise metrics and goals.

SOLUTIONS DESCRIPTION continued

The Recruitment Bootcamp is a multi-day, on-site training program designed for law enforcement recruiters, focusing on enhancing recruitment capabilities and aligning practices with the evolving needs of the field. Covering 15 core modules, including advanced data analytics, applicant tracking system optimization, and strategic hiring incentives, it emphasizes building community partnerships and interactive sessions with real-time role-playing. The bootcamp has shown to significantly increase application quality, conversion rates, and lead generation, providing participants with effective communication strategies, enhanced sales skills, and techniques to cultivate a positive organizational culture.

Talent Tracker is an advanced applicant tracking system (ATS) designed for law enforcement agencies to enhance recruitment efficiency across all organizational levels. It optimizes the hiring process from initial contact to contract signing, streamlining tasks and accelerating the recruitment lifecycle. With features like data-driven recruiting, efficient process customization, advanced reporting, and insightful data analysis, Talent Tracker empowers recruiters and department heads to secure top talent efficiently and modernize their recruitment operations for better strategic outcomes.

The Leadership Bootcamp is tailored for law enforcement leaders to enhance leadership skills, communication techniques, and self-awareness through a dynamic program addressing immediate and complex challenges. Participants learn various leadership styles, improve communication methods, and receive real-time feedback to enhance emotional intelligence, aiming to boost team morale and cohesion while reducing turnover. The curriculum includes conflict resolution strategies, personalized approaches to modern leadership challenges, and practical solutions for continuous personal and professional growth, resulting in immediate improvements in leadership quality, communication dynamics, and overall organizational health.

Future Force is a staffing forecaster software that helps agencies accurately understand their true staffing needs and predict the time and effort required to become fully staffed. It identifies at-risk employees for turnover and includes in-person reporting and consultation to develop strategic plans for achieving staffing goals. This comprehensive tool ensures agencies can effectively manage their workforce and maintain optimal staffing levels.

Travel & Lodging: for on-site and in-person services, a flat rate cost per P2 employee is applied. This rate is for the total duration of the service. This is NOT a daily rate.

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

Marianne E Sullivan

By: **Marianne Sullivan signed on 1/22/2025 1:41:42 PM** Date:_____
City Attorney

By: Stacy Saltzburg Date:_____
City Clerk
Stacy Saltzburg signed on 1/28/2025 3:45:37 PM

DPS Contract # 2025-070

AGREEMENT
REGARDING
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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.

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II. NON-AVAILABILITY OF FUNDS

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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.

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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

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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

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The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

By: _____ Date: 4/7/2025
Jeffrey Glover, Colonel
Director

CITY OF FLAGSTAFF

Digitally signed by Becky Daggett
DN: cn=Becky Daggett, o=City of Flagstaff, ou=Mayor, email=becky.daggett@flagstaffaz.gov, c=US

By: _____ Date: _____
Becky Daggett
Mayor

Marianne E Sullivan

By: **Marianne Sullivan signed on 1/22/2025 1:41:42 PM** Date: _____
City Attorney

By: Stacy Saltzburg Date: _____
City Clerk
Stacy Saltzburg signed on 1/28/2025 3:45:37 PM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 05/29/2025

Meeting Date: 06/03/2025

TITLE:

Council Confirmation of Direction: Council met in executive session on June 3, 2025 to consult with and give instructions and direction to its legal counsel regarding the Canyon Del Rio development agreement and purchase of right of way.

STAFF RECOMMENDED ACTION:

Direct staff to follow City Council instruction and direction given in executive session

Executive Summary:

Council met in executive session on March 18, 2025 to consult with and give instructions and direction to its legal counsel regarding litigation.

Financial Impact:

Project Name:
Cost:
Account Number Budgeted:
FY Budgeted Amount:
Grant Funded:
Funding Source:

Policy Impact:

Previous Council Decision or Community Discussion:

Options and Alternatives to Recommended Action:

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ben Mejia, Planner

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Approval of Preliminary Plat: Capstone Homes requests Preliminary Plat approval for Atlas at Timber Sky located at 2490 S Alvan Clark Blvd, a 60-lot single-family subdivision on 6.36 acres in the High-Density Residential (HR) Zone.

STAFF RECOMMENDED ACTION:

Staff recommends City Council approve this Preliminary Plat in accordance with the findings presented in this report.

Executive Summary:

Capstone Homes requests Preliminary Plat approval for Atlas at Timber Sky located at 2490 S Alvan Clark Blvd, a 60-lot single-family subdivision on 6.36 acres in the High-Density Residential (HR) Zone.

Financial Impact:

There are no financial impacts associated with this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

Previous Council Decision or Community Discussion:

The subdivision of Block 2 was approved by City Council November 19, 2024 and resulted in two lots. Lot 1, north of the subject parcel, has been approved for the 40-unit affordable housing project currently under construction by Habitat for Humanity.

Options and Alternatives to Recommended Action:

1. Approve the Preliminary Plat as recommended by staff.
2. Approve the Preliminary Plat with conditions.
3. Deny the Preliminary Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background and History:

Timber Sky is a proposed 1,300-unit maximum residential development. The development proposes a mixture of residential unit types combined with commercial service and open space on 197.58 acres. The subdivision of Block 2 was approved by Council on November 19, 2024, and resulted in two lots. Lot 1, north of the subject parcel, has been approved for the 40-unit affordable housing project currently under construction by Habitat for Humanity. The current project site is the southern lot created in this subdivision, Lot 2 of Block 2.

Connection to PBB Priorities and Objectives:

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Connection to Regional Plan:
Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Connection to Carbon Neutrality Plan:
DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

Connection to 10-Year Housing Plan:
N/A

Attachments: Staff Report
Application
Preliminary Plat
Presentation

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-25-00004-01

DATE: **May 12, 2025**
MEETING DATE: **June 3, 2025**
REPORT BY: **Ben Mejia**

REQUEST:
Capstone Homes requests Preliminary Plat approval for Atlas at Timber Sky located at 2490 S Alvan Clark Blvd, a 60-lot single-family subdivision on 6.36 acres in the High-Density Residential (HR) Zone.

STAFF RECOMMENDATION:
Staff recommends the City Council approve this preliminary plat in accordance with the required findings presented in this report.

PRESENT LAND USE:
The subject site is currently vacant.

PROPOSED LAND USE:
The Atlas at Timber Sky subdivision, consisting of 60 single-family lots located on 6.36 acres in the HR Zone using the Planned Residential Development (PRD) standards.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map for more information.

North: Multi-Family Residential Condominiums (Habitat for Humanity), HR Zone
South: Single-Family Residential Subdivision, Medium Density Residential (MR) Zone
East: Multi-Family Residential, MR Zone
West: Single-Family Residential Subdivision, Single-Family Residential (R1) Zone

REQUIRED FINDINGS:
The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW:

I. Project Information

A. Background
Timber Sky is a 1,300 (maximum density) residential dwelling unit development. The development proposes a mixture of residential types combined with commercial service and open space on 197.58 acres. The subdivision of Block 2 was approved by City Council on November 19, 2024 and resulted in two lots. Lot 1, north of the subject parcel, has been approved for the 40-unit affordable housing project currently under construction by Habitat for Humanity. The project site is the southern lot created in this subdivision, Lot 2 of Block 2.

B. Type of Plat
The applicant, Capstone Homes, is seeking Preliminary Plat approval for Atlas at Timber Sky consisting of 60 single-family residential lots utilizing PRD standards. All areas in the subdivision not allocated as lots are reserved as tracts.

II. Required Findings: Conformance with City Development Standards and Regional Plan

Staff reviewed and approved the Preliminary Plat based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code (Title 10)

i. High-Density Residential (HR)

This subdivision will create 60 single-family residential lots within the HR zone. The HR zone allows a gross density of twenty-nine (29) units per acre for sites within the Resource Protection Overlay (RPO) inside the pedestrian shed of an activity center and requires a minimum density of ten (10) units per acre. The net density of this subdivision is 12.27 units per acre and the gross density is 9.43 units per acre. The Timber Sky Development Agreement allows for the averaging of density across residential blocks.

The proposed lot sizes in this subdivision vary from approximately 2,024 square feet to approximately 3,831 square feet, meeting minimum lot sizes for the zone. This Preliminary Plat complies with the building form and placement standards for the HR zone utilizing PRD standards (Division 10-40.60.280 of the Zoning Code).

10-40.60.280.A.: Planned Residential Development – Building Form and Property Development Standards:

Development Standard	HR
Minimum Lot Area	2,000 sf
Maximum Lot Coverage	80%
Minimum Lot Width	20'
Minimum Lot Depth	50'
Front Setback	5', 20’ parking
Side Setback	3', 10’ street side
Rear Setback	3'

Planned Residential Development Design Elements

Planned Residential Developments require that the applicant select from a list of design elements. Each element is attributed with a point value and the proposal must include no fewer than 5 points. The applicant has selected the following:

D. Average dwelling units no larger than 1,800 square feet not including garage (three points).

The applicant will submit a tracking document with Building Permit submittals to ensure that the average unit size remains no larger than 1,800 square feet. The proposal is eligible for 3 points for this design element.

Q. Subdivision includes enhanced pedestrian environments including outdoor seating areas or larger landscaping areas (one point for each).

The proposal includes two outdoor seating areas; one is located close to the western entrance of subdivision and the second is located along the pedestrian path in the southeast of the subdivision. Outdoor seating areas will consist of

a 6-foot bench and decorative gravel. The proposal is eligible for 2 points for this design element.

ii. Natural Resources
The subject property is located within the Resource Protection Overlay. A Natural Resource Protection Plan (NRPP) was provided in conjunction with this Preliminary Plat. The Development Agreement allows for resources in Timber Sky to be averaged over the entire development area, so if one block falls short of the minimum required another makes up the difference. The total preservation requirement for forest resources in the Timber Sky development area is 47.5% and this block proposes a preservation rate of 50.3%. The applicant has agreed to true up the averaging data for this plat during civil plan review but, overall, the resources appear to be in conformance for all the development area currently constructed.

Timber Sky is required to preserve rock outcroppings as identified in the preliminary NRPP for the Timber Sky concept zoning map amendment. A rock outcropping has been preserved in the common space tract to the southeast of the subdivision.

iii. Historic/Cultural Resources
Cultural resource clearance was completed as part of the original Timber Sky development approval. No additional review was required.

iv. Parks, Open Space, Pedestrian, and Bicycle Facilities
To offset the parks and recreation demands for the future Timber Sky residents, active and passive recreation amenities have been incorporated into both the civic and open space requirements. These amenities include a community center with BBQ grills, picnic tables, a pavilion, sports courts, and walking trails. The amenities have been constructed prior to this subdivision request.

B. City of Flagstaff Subdivision Standards (Title 11)

i. Preliminary Plat
Inter-Divisional Staff approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat on April 11, 2025.

ii. Subdivision Standards and Regulations
IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements.

ii.1 Lot Design
The proposed subdivision meets the standards for lot design:

- Meet the minimum lot width, depth, and size requirements of the Zoning Code.
- Be designed appropriately for the location and character of the proposed development, street improvements, and underlying topography.
- All lots shall be lawfully built upon and be developable (lots are designed in a way so that development can meet all relevant development standards).
- Buildable area (building envelope) shall be located away from the crest of ridge lines.
- Buildable area shall be determined by setback requirements and the location of natural topographic features.

ii.2 Street Design
The proposed subdivision meets the standards for street design:

- Meet the street cross-section standards (Engineering Standards) for the type of street proposed.

- Street design is appropriate for underlying topography and in relation to existing streets. Where feasible, streets shall be placed on top of ridges to minimize the extent of grading and reduce the visual impact of development.

ii.3 Easement Design

The proposed subdivision meets the standards for easement design:

- Easements shall be provided and dedicated where deemed necessary for specific purposes (the plat will dedicate a public utility easement and a drainage easement).
- Drainage easements shall substantially follow the line of any existing watercourse that traverses the land.

ii.4 Block Design

The proposed subdivision meets the standards for block design:

- Blocks in non-transect zones shall not normally exceed 1,200 feet in length measured from the property lines, except in hillside developments or where a subdivision of one-half acre lots or larger justify or require a variation from this requirement, or where there are unusual conditions of the property being subdivided.

iii. Minimum Required Subdivision Improvements

The subdivider is required to improve all streets, pedestrian ways, alleys, and easements in the subdivision and adjacent to it as required to serve the subdivision. Staff review of the Preliminary Plat along with the impact analyses discussed in the Engineering Standards section below identified the required improvements in conformance with Section 11-20.130: Minimum Required Subdivision Improvements. These improvements will formally be approved with Civil Engineering Plans review, which will occur after Preliminary Plat approval by City Council.

C. City of Flagstaff Engineering Standards (Title 13)

As part of the Preliminary Plat review, Staff conducted a public systems analysis to confirm preliminary compliance with Engineering Standards. Following Preliminary Plat approval, the applicant shall submit and receive approval for Civil Engineering Plans for the subdivision prior to review and approval of the Final Plat. Approval of the Civil Engineering Plans will be contingent on the plat meeting City Engineering Standards.

i. Access and Traffic

The approved Timber Sky Traffic Impact Analysis (TIA) dated June 23, 2016, was prepared by CivTech, and was reviewed by the City, Coconino County, and ADOT. All off-site roadway improvements are regulated by the Development Agreement approved in conjunction with this development. This report will focus on the details in relation to the on-site improvements required for this plat. Atlas at Timber Sky will have one primary access point via Alvan Clark Way and secondary access via Lot 2 of Block 2 to the North of this subdivision.

The internal subdivision streets are based on City Engineering Standards except for having a right-of-way width of 55 feet versus the 57-foot dimension required, which allows one foot of the required two-foot bench behind the sidewalk to be located in an easement rather than right-of-way. The City Engineer, through a modification request, has approved this exception. The internal streets have a 16.5-foot travel lane with a 5-foot sidewalk separated by a 5-foot landscaped parkway on both sides of the street. The City Engineer previously approved, in association with the Timber Sky Block Plat, a modification request to vary the landscaped parkway in places where significant resources could be preserved. Two other engineering modifications have been approved in conjunction with these plats. The first allows a landscaped entry feature to each subdivision, and the second removes lighting from internal residential streets, as this site is located in Lighting Zone 1. Since these modification requests have been granted, Code requirements have been updated and the proposed lighting meets current engineering standards.

ii. Water and Wastewater

Civil Design & Engineering, Inc., on behalf of the City of Flagstaff Water Services Division, prepared the Water and Wastewater Impact Analysis (WSIA). The analysis is based on the demands generated by Timber Sky with a residential dwelling cap of 1,300 units.

Water

The closest source of Zone A+ water for this site includes an 18-inch waterline within Route 66 along the northern property boundary and a 12-inch waterline located in Woody Mountain Road. These existing Zone A+ waterlines are fed by the Railroad Springs tank and a booster pump located in the Railroad Springs Subdivision. A minimum of three connections will need to be made to the existing distribution system for this development. A looped water system will be required from Route 66 to Woody Mountain Road. Each of the Blocks within Timber Sky will be connected to the water main within the internal collector roadways.

Wastewater

The Water and Wastewater Impact Analysis identified two possible connection points to the City sewer system. The nearest existing sewer line is located along Woody Mountain Road where there is an eight (8) inch PVC sewer main. The second is the Westside Sewer line extension to the existing 18-inch PVC sewer interceptor location in Adirondack Avenue (Railroad Springs). The Rio De Flag Wastewater Treatment Plant will treat all sewage collected in these lines.

Modification to the existing sewer collection system was required for the Timber Sky development. The first improvement included off-site replacement of the eight (8) inch sewer line with an 18-inch, 21-inch, and 24-inch sewer line for a stretch of approximately 3,100 feet along Thompson Street and West Kaibab. The second off-site improvement included installation of the 18-inch sewer line connecting Adirondack Avenue (Railroad Springs) to the project site. This reach of the Westside Sewer line extension is approximately 5,170 feet in length, runs along the Clay Avenue Wash adjacent to McAllister Ranch and has already been completed. Each block within Timber Sky will be connected to the sewer main with the internal collector roadways.

iii. Stormwater

Timber Sky has an open space corridor that will manage major portions of the stormwater on the project site. A series of retention basins will be constructed along the flowline through the property. These basins will convey on-site and off-site flows from the west and south of the project site with an outlet to an existing box culvert under Route 66. The box culvert discharges flow to the Clay Wash Detention Basin located north of Route 66 within the Rio De Flag watershed area.

Low Impact Development (LID) requirements are being met in several ways. The water quality aspects of the LID requirements are being met in the upper reaches of the site at the discharge points of impervious surface areas. A detention basin on Tract C in the northwest corner of the subdivision is proposed to meet the requirements for the residential impervious areas. Maintenance of the bio-retention areas on tracts will be the responsibility of the Homeowners Association. These maintenance requirements have been added to the development agreement for this project.

REQUIRED FINDINGS:

City Council shall find the Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation
Staff recommends the City Council approve this preliminary plat in accordance with the required findings presented in this report.

Attachments:
- Application
- Preliminary Plat

Date Received	Application for Subdivision Review	File Number

Property Owner(s) Abbott-Rhoton Investments		**Phone** 928-699-1169
Mailing Address 3605 S. Flagstaff Ranch Road	**City, State, Zip** Flagstaff, AZ. 86005	**Email** brhoton@capstonehomesaz.com
Applicant(s) Capstone Homes - Charity Lee Entitlements Manager		**Phone** 928-600-3594
Mailing Address 3605 S Flagstaff Ranch Road	**City, State, Zip** Flagstaff, AZ 86005	**Email** clee@capstonehomesaz.com
Project Representative Charity Lee		**Phone** 928-773-0354
Mailing Address 3605 S Flagstaff Ranch Road	**City, State, Zip** Flagstaff, AZ 86005	**Email** clee@capstonehomesaz.com

Requested Review	☒ **Preliminary Plat**	☐ **Final Plat**
Project Name: Block 2 Atlas at Timber Sky	**Site Address** Timber Sky Block 2	**Parcel Number** APN 11201157B
Proposed Use Residential	**Existing Use** Vacant	**Subdivision, Tract & Lot Number** Timber Sky Block 2

Zoning District High Density Residential	**Regional Plan Category** Residential	**Flood Zone** Zone X	**Size of Site (Sq. ft. or Acres)** 6.36 AC

Property Information:

☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses	North	South	East	West
(Res, Com, Ind)	Res	Res	Res	Res

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Res	60	60	6.36 AC	

Incomplete submittals will not be scheduled.

Property Owner Signature: (required)	**Date:** 3/13/25	**Applicant Signature:**	**Date:** 3/13/25

For City Use

Date Filed:	**Case Number (s)**	
Council Meeting Date:		
Fee Receipt Number:	**Amount:**	**Date:**

Action By City Council:

☐ **Approved**

☐ **Denied**

☐ **Continued**

PRELIMINARY PLAT
FOR
ATLAS AT TIMBER SKY
FLAGSTAFF, ARIZONA

LOCATED IN SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS: THAT ABBOTT RHOTON INVESTMENTS, LLC, AS 'OWNER' AND 'GRANTOR,' HAS SUBDIVIDED UNDER THE NAME TIMBERSKY – BLOCK 2B, A SUBDIVISION LOCATED IN A PORTION OF THE SW QUARTER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF TIMBERSKY – BLOCK 2B AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

RIGHT-OF-WAYS DEDICATED

PUBLIC RIGHT-OF-WAY (ROW). GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, IN FEE SIMPLE, ALL PUBLIC RIGHTS-OF-WAY SHOWN ON THE PLAT FOR PUBLIC USE. GRANTOR AS ABUTTING PROPERTY OWNER SHALL MAINTAIN THE SIDEWALK AND LANDSCAPING WITHIN THE RIGHT-OF-WAY BETWEEN THE STREET CURB AND THE ABUTTING PROPERTY, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

EASEMENTS DEDICATED

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, PERPETUAL NON-EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT AS FOLLOWS:

PUBLIC UTILITY EASEMENT (P.U.E.), FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.

DRAINAGE EASEMENT (DE), FOR PUBLIC USE, FOR DRAINAGE AND FLOOD CONTROL PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN-MADE CHANNELS, WASHES, WATERCOURSES, LEVEES, DIKES, DAMS, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES. CITY OF FLAGSTAFF IS RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR DRAINAGE AND FLOOD CONTROL PURPOSES.

DRAINAGE MAINTENANCE EASEMENT (DME), FOR CITY ACCESS TO MAINTAIN PRIVATE DRAINAGE WAYS AND DRAINAGE FEATURES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN-MADE CHANNELS, WASHES, WATERCOURSES, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES, IN THE EVENT GRANTOR HAS FAILED TO PROPERLY MAINTAIN PRIVATE DRAINAGE WAYS IN ACCORDANCE WITH THE FLAGSTAFF CITY CODE.

SLOPE EASEMENT (SE) FOR SLOPE AND NATURAL DRAINAGE OF WATER PURPOSES ADJACENT TO ROADS, SIDEWALKS, TRAILS, AND OTHER SURFACE IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF MAN-MADE AND NATURAL SLOPES, SOIL NAILS, GABIONS, RETAINING WALLS, EROSION CONTROL IMPROVEMENTS, AND VEGETATION. GRANTOR IS RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY OF THE SLOPE, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE. THE SLOPE EASEMENTS ARE AUTOMATICALLY ABANDONED ON A LOT OR PARCEL WHEN THE CITY OF FLAGSTAFF ISSUES CERTIFICATE OF OCCUPANCY FOR THE LOT OR PARCEL.

VEHICULAR NON-ACCESS EASEMENT (VNAE) FOR TRAFFIC CONTROL PURPOSES. VEHICLE ACCESS AND DRIVEWAYS ARE PROHIBITED IN THE EASEMENT AREA.

THE OWNER HEREBY DEDICATES TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY, UNS GAS:
ASSIGNS ALL AREAS ON THIS PLAT MARKED P.U.E. OR PUBLIC UTILITY EASEMENT AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS. WHETHER PUBLIC OR PRIVATE, FOR EXISTING NATURAL GAS FACILITIES TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

EASEMENTS AND GENERAL CONDITIONS

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA PERPETUAL NON-EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT, AND SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

1. GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;
2. GRANTOR SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED; AND
3. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
4. IN THE EVENT THE CITY OF FLAGSTAFF HAS NOTIFIED GRANTOR AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, CITY OF FLAGSTAFF MAY ISSUE AN ASSESSMENT AGAINST GRANTOR TO RECOVER THE CITY'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST GRANTOR'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
5. GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS GRANTOR'S ADJACENT PROPERTY FOR EASEMENT PURPOSES IF ACCESS CANNOT BE REASONABLY ACHIEVED BY OTHER MEANS.

BINDING EFFECT. THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IMPROVEMENTS. GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY GRANTOR FOR CITY PUBLIC RIGHTS-OF-WAY AND CITY UTILITIES WITHIN THE EASEMENT AREAS, AND SUCH DEDICATION SHALL BE EFFECTIVE WHEN FORMALLY ACCEPTED BY THE CITY ENGINEER (THE "ACCEPTANCE DATE").

INTERIM LIABILITY.

ABBOTT-RHOTON INVESTMENTS, LLC., ["GRANTOR" OR "OWNER"], DOES HEREBY RELEASE AND DISCHARGE THE CITY OF FLAGSTAFF, AND INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF FLAGSTAFF, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR NEWLY DEDICATED PUBLIC RIGHTS-OF-WAY AS DEPICTED ON THIS PLAT UNTIL THE RIGHT-OF-WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND FORMALLY ACCEPTED BY THE CITY ENGINEER ("ACCEPTANCE DATE"). GRANTOR SHALL MAINTAIN THE NEWLY DEDICATED PUBLIC RIGHTS-OF-WAY UNTIL THE ACCEPTANCE DATE.

IN WITNESS WHEREOF, GRANTOR HAS HEREUNTO CAUSED ITS HIS/HER/THEIR NAMES(S) TO BE SIGNED THIS _____ DAY OF _____, 202_.

OWNER: ABBOTT-RHOTON INVESTMENTS LLC

BY: CLINTON WHITING
ITS: MANAGER

BY: _____
ITS: _____

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

ON THIS _____ DAY OF _____, 202_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____ WHO ACKNOWLEDGED BY SELF TO THE REPRESENT ABBOTT-RHOTON INVESTMENTS, LLC, AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

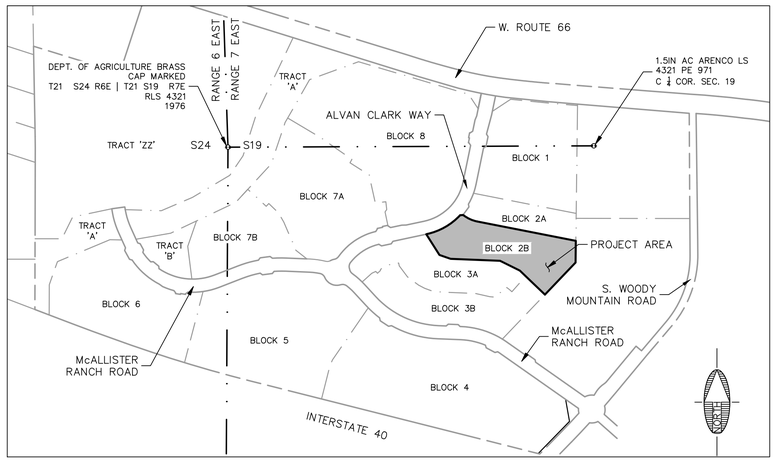
IN WITNESS WHEREOF: I HEREUNTO FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

CERTIFICATE OF LAND SURVERYOR

THIS IS TO CERTIFY THAT THE SURVEY OF THE PROPERTY DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AS SHOWN, AND THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED AS DESCRIBED.

_____
Aaron D. Borling, RLS 48756



VICINITY MAP
N.T.S.

COORDINATE SYSTEM DETAILS

LINEAR UNIT:	INTERNATIONAL FEET
GEODETIC DATUM:	NAD 83 (CONUS)
VERTICAL DATUM:	WGS – 1984
SYSTEM:	UNITED STATES/STATE PLANE (1983)

PROJECTION:
TRANSVERSE MERCATOR

LATITUDE OF GRID ORIGIN:	N31.00000
LONGITUDE OF CENTRAL MERIDIAN:	W111.9166667
NORTHING AT GRID ORIGIN:	0 FT
EASTING AT CENTRAL MERIDIAN:	70,000 FT
CENTRAL MERIDIAN SCALE FACTOR:	0.9999000

ALL MEASURED DISTANCES AND BEARINGS SHOWN HEREON ARE GRID VALUES BASED ON THE PRECEDING PROJECTION DEFINITION. THE PROJECTION WAS DEFINED SUCH THAT GRID DISTANCES ARE EQUIVALENT TO "GROUND" DISTANCES IN THE PROJECT AREA.

THE BASIS OF BEARINGS IS TRUE GEODEDIC NORTH; NOTE THAT THE MEASURED GRID BEARINGS SHOWN HEREON (OR IMPLIED BY GRID COORDINATES) DO NOT EQUAL GEODETIC BEARINGS DUE TO MERIDIAN CONVERGENCE.

ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE TRANSFERRED TO THE SITE FROM NGS CONTROL POINT "AZFL" USING GPS WITH NGS GEOID MODEL "GEOID18". ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE PUBLISHED ELEVATION OF THIS STATION.

THE SURVEY WAS CONDUCTED USING GPS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. A PARTIAL LIST OF POINT COORDINATES FOR THIS SURVEY IS GIVEN BELOW (ADDITIONAL COORDINATES ARE AVAILABLE UPON REQUEST). LOCAL NETWORK ESTIMATES ARE GIVEN AT THE 95% CONFIDENCE LEVEL AND ARE BASED ON A LEAST-SQUARES ADJUSTMENT OF STATISTICALLY INDEPENDENT OBSERVATIONS.

POINT #1000 = ½" REBAR W/SWI 2" ALUMINUM CAP (GPS CONTROL POINT OFF MAP)

LATITUDE = N35.187286571	NORTHING = 1523530.523
LONGITUDE = W111.697672592	EASTING = 765432.848
ELLIPSOID HEIGHT = 7017.970 FT	ELEVATION = 7088.834 FT

POINT #2404 = ½" REBAR W/WOODSON 3" ORANGE PLASTIC CAP

LATITUDE = N35.188210289	NORTHING =1523868.673
LONGITUDE = W111.694934170	EASTING = 766250.660
ELLIPSOID HEIGHT = 7021.753 FT	ELEVATION = 7092.622 FT

LEGEND

ROW
EASEMENT
8"SS — GRAVITY SEWER LINE
8"W — PUBLIC WATER LINE
STORM DRAIN PIPE
LOT BOUNDARY
EX. LOT LINE
EX. EASEMENT
6944 — EX. INTERMEDIATE CONTOUR
6945 — EX. INDEX CONTOUR
12"W — EX. WATER LINE
SS — EX. SEWER LINE
G — EX. GAS
EX. STORM DRAIN
UGE — EX. UNDERGROUND UTIL.
OHE — EX. OVERHEAD UTIL.
SECTION LINE
EX. ROAD STRIPING
WV — EX. WATER VALVE
EX. SIGNAGE
EX. ELECTRIC BOX
FIRE HYDRANT
AIR RELEASE VALVE
SEWER MANHOLE
STORM DRAIN MANHOLE
CATCH BASIN
GATE VALVE
LIGHT POLE

PROPERTY INFORMATION:

ATLAS AT TIMBER SKY (TIMBER SKY BLOCK 2B)
ADDRESS – TBD
FLAGSTAFF, AZ 86001

APN#: 112-01-157B
ZONING: HR – HIGH DENSITY RESIDENTIAL

NUMBER OF LOTS: 60
GROSS ACREAGE: ±6.36 ACRES
ROW ACREAGE: ±1.47 ACRES
NET ACREAGE (EXCLUDING ROW): ±4.89 ACRES
REQUIRED DENSITY (HR): 10.00 DU/ACRE
DENSITY GROSS: 9.43 DU/ACRE
DENSITY NET: 12.27 DU/ACRE

1. TRACTS A, B, AND C ARE DEDICATED HEREON TO THE TIMBER SKY COMMUNITY ASSOCIATION FOR THE PURPOSES OF OPEN SPACE, MAINTENANCE, DRAINAGE, AND RESOURCE PROTECTION.
2. THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO 41-90000.0002.
3. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
4. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
5. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING: REMOVABLE WOOD, WIRE OR SECTION TYPE FENCING; CONSTRUCTION, STRUCTURES OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES WHICH USE OR SHALL USE THE UTILITY EASEMENT.

PLANNED RESIDENTIAL DEVELOPMENT DESIGN ELEMENT

d.	AVERAGE DWELLING UNITS NO LARGER THAN 1,800 SQUARE FEET NOT INCLUDING GARAGE.	3 POINTS
q.	SUBDIVISION INCLUDES ENHANCED PEDESTRIAN ENVIRONMENTS INCLUDING OUTDOOR SEATING AREAS OR LARGER LANDSCAPING AREAS (ONE POINT FOR EACH).	2 POINTS
	TOTAL POINTS:	5 POINTS

OPEN SPACE SUMMARY

OPEN SPACE FOR TIMBER SKY HAS BEEN ACCOUNTED FOR IN THE OVERALL ROCK OUTCROPPING PRESERVATIONS, COMMUNITY CENTER AND OPEN SPACE WITHIN COLLECTOR ROADWAY MEDIANS AND PARKWAYS. ADDITIONAL OPEN SPACE IS BEING PROVIDED WITH IN THIS SITE.

15% OPEN SPACE: 0.95 ACRES
OPEN SPACE PROVIDED WITHIN PARCEL 2B: 1.03 ACRES

STORMWATER AND IMPERVIOUS SUMMARY

LID AND DETENTION ARE REQUIRED AND WILL BE PROVIDED.

NEW IMPERVIOUS AREA = 109,981 SF
1" LID VOLUME = 9,304 CF

PRELIMINARY EARTHWORK SUMMARY

CUT: 6,000 CY
FILL: 5,000 CY

DEVELOPER:

ABBOTT-RHOTON INVESTMENTS LLC
3605 S. FLAGSTAFF RANCH ROAD
FLAGSTAFF, AZ. 86005

CIVIL ENGINEER:

ARDURRA GROUP
DANIEL NYX, PE
1801 W ROUTE 66 STES 117, 135, 201
FLAGSTAFF, AZ 86001
(928) 774-0354

SURVEYOR:

ARDURRA GROUP.
AARON BORLING, RLS #48756
1801 W ROUTE 66 STES 117, 135, 201
FLAGSTAFF, AZ 86001
(928) 774-0354

PARCEL OWNER

ABBOTT-RHOTON INVESTMENTS LLC
3605 S. FLAGSTAFF RANCH ROAD
FLAGSTAFF, AZ. 86005

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION PER INST. #3988091 OFFICIAL RECORDS OF COCONINO COUNTY, AND SUPPLEMENTAL TOPOGRAPHIC SURVEY PERFORMED BY ARDURRA GROUP. IN JANUARY 2024.

LEGAL DESCRIPTION

LOT 2 ACCORDING TO THE FINAL PLAT FOR TIMBER SKY BLOCK 2, INSTRUMENT NUMBER 4010656, OFFICIAL RECORDS OF COCONINO COUNTY.

RESOURCE PRESERVATIONS

THE PROJECT FALLS WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. REFER TO THE NATURAL RESOURCE PROTECTION PLAN WITHIN THIS PRELIMINARY PLAT.

FLOOD ZONE CLASSIFICATION

THE PROJECT AREA IS WITHIN ZONE X DESIGNATED BY FEMA FIRM'S 04005C-6804G AND 04005C-6812G. THE PROJECT AREA HAS BEEN DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THEREFORE, NO BUILDING WILL OCCUR IN A FLOODPLAIN.

SHEET INDEX

SHT #	DWG #	TITLE
1	PP01	COVER SHEET
2	PP02	EXISTING SITE
3	PP03	CIVIL DESIGN
4	PP04	PRELIMINARY PLAT
5	PP05	PRELIMINARY PLAT (NRPP ENVELOPES)
6	PP06	NATURAL RESOURCE PROTECTION
7	LA01	LANDSCAPE PLAN

Block	Zoning	Area (acres)	Net Area (acres)	DA Proposed Yield[1] MIN	DA Proposed Yield[1] MAX	Planned Dwelling Units[3]	Available for Transfer
1	HR	11.62	10.84	151	256	221	70
2a	HR	10.14	9.69	132	223	40	-32
2b	**HR**					**60**	
3a	MR	15.26	13.2	92	137	35	-18
3b	MR					39	
4	R1	23.88	22.13	48	119	63	15
5	MR	19.35	17.89	116	174	101	-15
6	R1	13.09	12.36	26	65	51	25
7a	R1	20.27	18.73	41	101	35	10
7b	R1					16	
8	R1	23.35	21.87	47	117	89	42
9	HR	10.5	9.58	136	231		
10	R1	8.17	7.28	16	41		
11	R1	9.05	8.46	18	45		
12	CS	10.02	9.55				
13	HR	6.7	6.06	87	147		
Total				910	1656	750	97
Max					1300[2]		

Remaining Allowable Units **550**

1) The DA approved dwelling units are provided from the DA and the 2016 Concept Zoning Plan for Timber Sky. Based on Maximum and Minimum Gross Density per zoning
2) Proposed Overall Yield is capped at a total of 1300 Dwelling Units
3) The actual Dwelling units include the dwelling units that have been constructed, are under construction or have been submitted to the City of Flagstaff for Design review

BASIS OF BEARING

NORTH 89-47-14 EAST, 2555.77' FROM THE WEST QUATER CORNER TO THE CENTER QUATER CORNER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDAN, COCONINO COUNTY, ARIZONA, ACCORDING TO INST. NO. 3810031, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

SITE BENCHMARK

2" ALUMINUM CAP IN MEDIAN NORTHEAST CORNER ISLAND OF MCALLISTER RANCH ROAD AND ALVAN CLARK WAY ROUNDABOUT ELEVATION = 7088.834'

UTILITY COMPANY CONTACTS

APS
CONTACT: BRADY HORN
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD.BROOKS@APS.COM
PHONE: (928) 773-6440

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226-2269

LUMEN
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@LUMEN.COM
PHONE: (928) 779-4935

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266-0672

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

BY: _____ DATE:

UNISOURCE ENERGY SERVICES

BY: _____ DATE:

LUMEN

BY: _____ DATE:

ALTICE USA

BY: _____ DATE:

UTILITY CONFLICT

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

THERE ARE NO APPARENT UTILITY CONFLICTS WITH APS, CENTURYLINK, UNISOURCE OR ALTICE USA; HOWEVER, THEY DO HAVE EXISTING FACILITIES IN THE AREA THAT WILL NEED TO BE PROTECTED AND/OR RELOCATED.

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NO.	DATE	BY	REVISION

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TIMBER SKY BLOCK 2B — COVER SHEET — FLAGSTAFF COCONINO

JOB NO.:	DESIGN BY:	DRAWN BY:	CHECKED:	DATE:
225019	SPS	HAS	ADB/DN	APRIL 2025

DWG. PP01
SHEET 1 OF 7

FILE: P:\2025\225019\03-PROD\03-DWGS\PLATS\PRELIMINARY PLAT\PP01 - COVER SHEET DWG HSCHNOEBELEN
PLOTTED: Apr 23, 2025-4:07pm

EXISTING
ROW
LOT LINE
SECTION LINE
EASEMENT LINE
RESIDENTIAL SINGLE-FAMILY
MEDIUM-DENSITY RESIDENTIAL
PUBLIC OPEN SPACE
HIGH-DENSITY RESIDENTIAL

1.5" AC ARENCO
PE 971 LS 4321

S 72°48'03" E 565.62'
S 72°43'58" E 508.26'
S 72°43'58" E 905.61'
WEST ROUTE 66
S 73°47'05" E 303.47'
TRACT F
(INST. NO. 3810031)
L=332.56, R=2930.79
Δ=6°30'05"
TRACT G
(INST. NO. 3810031)
S 84°17'08" E
303.37'
S 85°11'22" E
203.53'
S 21°15'14" E
512.19'
1001
NGS 3" BRASS CAP
1.5IN AC ARENCO
LS 4321 PE 971
C ¼ COR. SEC. 19

SWIRE PACIFIC
HOLDINGS, INC
INST. NO. 3075167

JOE & NANCY SCHIMIEDER
INST. NO. 3485184

1025
CAPPED REBAR RLS#25083
N 1°00'03" W
58.30'

S 72°48'08" E 631.20'
N 18°08'54" E 593.97'

BROOKSTONE
VENTURES, LLC
INST. NO. 3445762

N 0°59'31" W
278.78'

FLAGSTAFF RANCH
BUSINESS PARK UNIT 2
INST. NO. 3457467

10
11

N 1°03'29" W
237.96'
N 0°51'16" W
132.89'

LUKE INVESTORS
PARTNERSHIP
INST. NO. 3423804

N 0°08'31" E 1132.46'

TRACT A
(INST. NO. 3810031)

RANGE 6 EAST
RANGE 7 EAST

ORION
AT TIMBERSKY
BLOCK 8
(INST. NO. 3810031)

DEPT. OF AGRICULTURE
BRASS CAP MARKED
T21 S24 | S19 R7E
RLS 4321
1976

N 89°47'14" E 2555.77'
BASIS OF BEARING

ALVAN CLARK WAY

BLOCK 1
(INST. NO. 3810031)

ARIES
AT TIMBERSKY
BLOCK 7A
(INST. NO. 3810031)

TRACT A
INST. NO. 3810031
(NOT A PART)

TRACT C
3.60 ACRES

BLOCK 7B
6.59 AC

"TRACT B"
2.07 ACRES

BLOCK 2A
(INST. NO. 3993452)

S 0°42'43" W 1107.42'
S 8°52'03" W 825.53'

BLOCK 2B

ADORA
AT TIMBERSKY
BLOCK 3A
(INST. NO. 3810031)

S 43°44'03" W
309.82'

MCALLISTER RANCH ROAD

ARIZONA
PUBLIC
SERVICE
COMPANY

1000
7088.834
2" ALUMINUM CAP

BLOCK 6
12.30 AC

VP 66 & WOODY MOUNTAIN LLC
INST. NO. 3770238

ADORA
AT TIMBERSKY
BLOCK 3A
(INST. NO. 3810031)

1018
CAPPED REBAR LS#21061

293.93'
N 69°11'00" W
L=280.77, R=1103.47
Δ=14°34'56"

BLOCK 5
17.84 AC

N 43°15'54" E
55.20'

N 54°55'29" W 708.84'
MCALLISTER RANCH ROAD

L=1014.51, R=9798.23
Δ=5°55'57"

BLOCK 4
21.82 AC

WOODY MOUNTAIN ROAD

L=81.88, R=90.46
Δ=51°51'41"

1022
CAPPED REBAR RLS#18215

INTERSTATE 40
N 75°50'27" W 2083.42'

AREA RESERVED FOR TRANSCONTINENTAL
HIGHWAY NO. 66 PER PATENT 1118508

PRESIDIO DRIVE

S 44°19'18" W
213.50'

L=181.42, R=5679.58
Δ=1°49'49"

SCALE 1" : 200'
0 100 200

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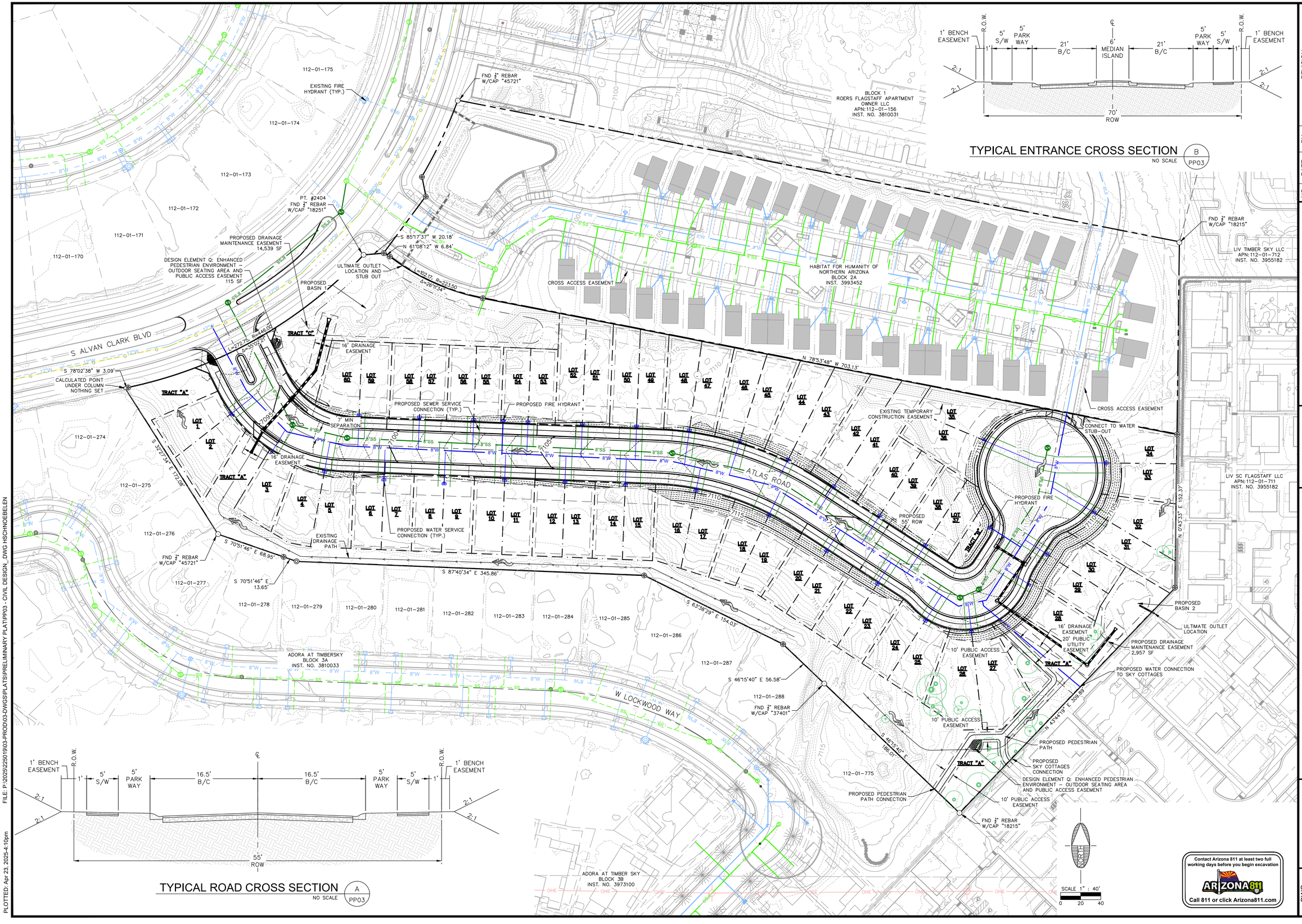
TIMBER SKY BLOCK 2B
EXISTING SITE
FLAGSTAFF
COCONINO

JOB NO.:	225019
DESIGN BY:	SPS
DRAWN BY:	HAS
CHECKED:	ADB/DN
DATE:	APRIL 2025

DWG: PP02
SHEET 2 OF 7

FILE: P:\2025\225019\03-PROD\03-DWGS\PLATS\PRELIMINARY PLAT\PP02 - EXISTING SITE.DWG HSCHNOEBELEN
PLOTTED: Apr 23, 2025-4:08pm



TYPICAL ENTRANCE CROSS SECTION (B / PP03)
NO SCALE

TYPICAL ROAD CROSS SECTION (A / PP03)
NO SCALE

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TIMBER SKY BLOCK 2B

CIVIL DESIGN

FLAGSTAFF

COCONINO

JOB NO.:	225019
DESIGN BY:	SPS
DRAWN BY:	HAS
CHECKED:	ADB/DN
DATE:	APRIL 2025

DWG. PP03

SHEET 3 OF 7

FILE: P:\2025\225019\03-PROD\03-DWGS\PLATS\PRELIMINARY PLAT\PP03 - CIVIL DESIGN_.DWG HSCHNOEBELEN
PLOTTED: Apr 23, 2025-4:10pm

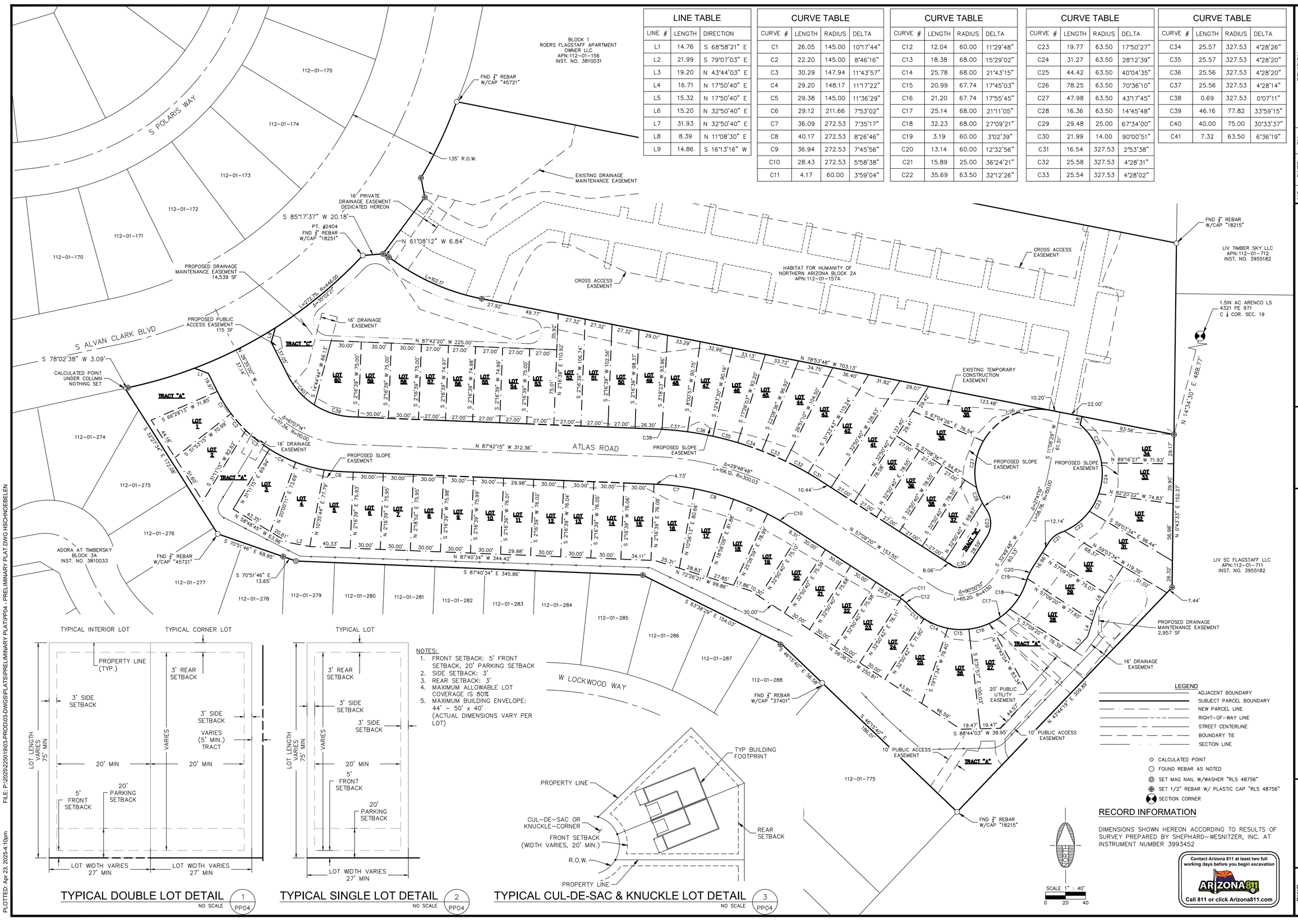
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	14.76	S 68°58'21" E
L2	21.99	S 79°07'03" E
L3	19.20	N 43°44'03" E
L4	16.71	N 17°50'40" E
L5	15.32	N 17°50'40" E
L6	15.20	N 32°50'40" E
L7	31.93	N 32°50'40" E
L8	8.39	N 11°08'30" E
L9	14.86	S 16°13'16" W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	26.05	145.00	10°17'44"
C2	22.20	145.00	8°46'16"
C3	30.29	147.94	11°43'57"
C4	29.20	148.17	11°17'22"
C5	29.38	145.00	11°36'29"
C6	29.12	211.66	7°53'02"
C7	36.09	272.53	7°35'17"
C8	40.17	272.53	8°26'46"
C9	36.94	272.53	7°45'56"
C10	28.43	272.53	5°58'38"
C11	4.17	60.00	3°59'04"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C12	12.04	60.00	11°29'48"
C13	18.38	68.00	15°29'02"
C14	25.78	68.00	21°43'15"
C15	20.99	67.74	17°45'03"
C16	21.20	67.74	17°55'45"
C17	25.14	68.00	21°11'05"
C18	32.23	68.00	27°09'21"
C19	3.19	60.00	3°02'39"
C20	13.14	60.00	12°32'56"
C21	15.89	25.00	36°24'21"
C22	35.69	63.50	32°12'26"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C23	19.77	63.50	17°50'27"
C24	31.27	63.50	28°12'39"
C25	44.42	63.50	40°04'35"
C26	78.25	63.50	70°36'10"
C27	47.98	63.50	43°17'45"
C28	16.36	63.50	14°45'48"
C29	29.48	25.00	67°34'00"
C30	21.99	14.00	90°00'51"
C31	16.54	327.53	2°53'38"
C32	25.58	327.53	4°28'31"
C33	25.54	327.53	4°28'02"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C34	25.57	327.53	4°28'26"
C35	25.57	327.53	4°28'20"
C36	25.56	327.53	4°28'20"
C37	25.56	327.53	4°28'14"
C38	0.69	327.53	0°07'11"
C39	46.16	77.82	33°59'15"
C40	40.00	75.00	30°33'37"
C41	7.32	63.50	6°36'19"



TYPICAL INTERIOR LOT | TYPICAL CORNER LOT

TYPICAL LOT

NOTES:
1. FRONT SETBACK: 5' FRONT SETBACK, 20' PARKING SETBACK
2. SIDE SETBACK: 3'
3. REAR SETBACK: 3'
4. MAXIMUM ALLOWABLE LOT COVERAGE IS 80%
5. MAXIMUM BUILDING ENVELOPE: 44' – 50' x 40' (ACTUAL DIMENSIONS VARY PER LOT)

TYPICAL DOUBLE LOT DETAIL 1 PP04 — NO SCALE

TYPICAL SINGLE LOT DETAIL 2 PP04 — NO SCALE

TYPICAL CUL-DE-SAC & KNUCKLE LOT DETAIL 3 PP04 — NO SCALE

LEGEND

- ADJACENT BOUNDARY
- SUBJECT PARCEL BOUNDARY
- NEW PARCEL LINE
- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- BOUNDARY TIE
- SECTION LINE
- CALCULATED POINT
- FOUND REBAR AS NOTED
- SET MAG NAIL W/WASHER "RLS 48756"
- SET 1/2" REBAR W/ PLASTIC CAP "RLS 48756"
- SECTION CORNER

RECORD INFORMATION

DIMENSIONS SHOWN HEREON ACCORDING TO RESULTS OF SURVEY PREPARED BY SHEPHARD-WESNITZER, INC. AT INSTRUMENT NUMBER 3993452

SCALE 1" : 40'
0 20 40

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TIMBER SKY BLOCK 2B

PRELIMINARY PLAT

FLAGSTAFF

COCONINO

JOB NO.:	225019
DESIGN BY:	SPS
DRAWN BY:	HAS
CHECKED:	ADB/DN
DATE:	APRIL 2025
DWG.	PP04
SHEET	4
OF	7

PLOTTED: Apr 23, 2025-4:10pm
FILE: P:\2025\225019\03-PROD\03-DWGS\PLATS\PRELIMINARY PLAT\PP04 - PRELIMINARY PLAT.DWG HSCHNOEBELEN

LOT	AREA (sf)	AREA (ac)
1	2475.62	0.06
2	2689.74	0.06
3	2568.86	0.06
4	2746.41	0.06
5	2646.74	0.06
6	2278.09	0.05
7	2280.37	0.05
8	2277.09	0.05
9	2279.53	0.05
10	2279.97	0.05
11	2278.65	0.05
12	2280.85	0.05
13	2281.29	0.05
14	2281.73	0.05
15	2282.17	0.05
16	2732.88	0.06
17	2814.44	0.06
18	2611.97	0.06
19	2505.60	0.06
20	2257.33	0.05
21	2266.03	0.05
22	2274.72	0.05
23	2283.17	0.05
24	2211.29	0.05
25	2573.82	0.06
26	3797.36	0.09
27	3831.92	0.09
28	2713.59	0.06
29	2275.16	0.05
30	2265.54	0.05

LOT	AREA (sf)	AREA (ac)
32	3054.82	0.07
33	2552.10	0.06
34	3002.97	0.07
35	3181.60	0.07
36	2988.59	0.07
37	2051.67	0.05
38	2120.98	0.05
39	2120.98	0.05
40	2121.26	0.05
41	3564.47	0.08
42	3422.60	0.08
43	3297.01	0.08
44	2980.16	0.07
45	2777.95	0.06
46	2665.33	0.06
47	2641.48	0.06
48	2703.26	0.06
49	2677.38	0.06
50	2712.57	0.06
51	2825.53	0.06
52	2938.48	0.07
53	2025.06	0.05
54	2024.83	0.05
55	2024.59	0.05
56	2024.36	0.05
57	2024.66	0.05
58	2250.05	0.05
59	2249.95	0.05
60	2732.39	0.06
TRACT 'A'	39568.54	0.91
TRACT 'B'	1318.16	0.03
TRACT 'C'	17470.33	0.40

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	24.17	150.00	9°13'56"
C2	45.49	150.00	17°22'27"
C3	71.86	267.53	15°23'22"
C4	61.15	267.53	13°05'43"
C5	43.67	73.00	34°16'46"
C6	40.40	73.00	31°42'43"
C7	29.24	73.00	22°56'53"
C8	10.09	55.00	10°30'55"
C9	12.71	20.00	36°24'21"
C10	3.40	68.50	2°50'23"
C11	47.28	68.50	39°32'34"
C12	74.64	68.50	62°26'05"
C13	94.45	68.50	78°59'54"
C14	14.14	66.50	12°10'52"
C15	13.66	332.53	2°21'14"
C16	45.94	332.53	7°54'57"
C17	45.96	332.53	7°55'09"
C18	45.94	332.53	7°54'58"
C19	35.82	70.00	29°19'11"
C20	45.26	150.00	17°17'22"
C21	7.67	55.00	7°59'29"
C22	1.17	55.00	1°13'04"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	65.12	N 20°00'11" E
L2	36.70	S 58°48'45" E
L3	61.94	S 31°11'15" W
L4	66.22	S 20°00'11" W
L5	8.56	N 87°42'15" W
L6	67.93	N 2°16'39" E
L7	37.11	S 87°40'34" E
L8	21.23	S 79°07'03" E
L9	17.61	S 58°48'45" E
L10	54.00	N 87°42'15" W
L11	67.96	N 2°16'39" E
L12	54.00	S 87°40'34" E
L13	67.93	S 2°16'39" W
L14	54.00	N 87°42'15" W
L15	67.99	N 2°16'39" E
L16	54.00	S 87°40'34" E
L17	67.96	S 2°16'54" W
L18	53.98	N 87°42'15" W
L19	68.02	N 2°16'39" E
L20	53.98	S 87°40'34" E
L21	67.99	S 2°16'39" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L22	54.00	N 87°42'15" W
L23	68.05	N 2°16'39" E
L24	54.00	S 87°40'34" E
L25	68.02	S 2°16'39" W
L26	54.00	N 87°42'15" W
L27	68.08	N 2°16'39" E
L28	54.00	S 87°40'34" E
L29	68.05	S 2°16'39" W
L30	1.69	N 87°42'15" W
L31	73.96	N 18°56'09" E
L32	51.62	S 72°26'21" E
L33	1.51	S 87°40'34" E
L34	68.08	S 2°16'39" W
L35	6.32	N 57°09'20" W
L36	67.07	N 32°50'40" E
L37	7.69	S 56°35'52" E
L38	43.06	S 72°26'21" E
L39	73.77	S 18°56'09" W
L40	54.00	N 57°09'20" W
L41	67.66	N 32°50'40" E
L42	54.00	S 56°35'52" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L43	67.13	S 32°50'40" W
L44	52.83	N 57°09'20" W
L45	68.28	N 32°50'42" E
L46	54.00	S 56°32'13" E
L47	67.71	S 32°50'40" W
L48	34.01	N 33°23'37" E
L49	58.48	S 56°36'23" E
L50	67.83	S 32°50'42" W
L51	62.72	N 29°43'04" W
L52	12.95	N 60°16'56" E
L53	62.74	N 83°23'50" E
L54	41.83	S 6°36'10" E
L55	23.29	S 19°11'34" W
L56	62.34	N 57°03'17" W
L57	28.89	N 32°50'40" E
L58	60.77	S 57°09'20" E
L59	29.10	S 32°49'48" W
L60	59.29	N 59°03'34" W
L61	55.76	N 32°50'40" E
L62	64.17	S 57°09'20" E
L63	67.71	N 82°20'22" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L64	11.10	N 0°43'33" E
L65	62.85	N 30°56'26" E
L66	75.62	S 59°03'34" E
L67	86.06	N 78°53'48" W
L68	63.18	N 0°43'33" E
L69	65.85	S 82°20'22" E
L70	82.36	S 57°09'20" E
L71	53.81	S 32°50'40" W
L72	89.95	N 78°53'48" W
L73	48.00	S 57°09'20" E
L74	70.55	S 32°50'40" W
L75	36.68	N 57°09'20" W
L76	62.13	N 32°50'40" E
L77	48.00	S 57°09'20" E
L78	70.55	S 32°50'40" W
L79	48.00	N 57°09'20" W
L80	70.55	N 32°50'40" E
L81	34.43	S 57°09'20" E
L82	108.10	S 31°33'43" W
L83	54.38	N 78°53'48" W
L84	127.98	N 32°50'40" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L85	89.42	S 22°08'36" W
L86	64.35	N 78°53'48" W
L87	106.00	N 31°33'43" E
L88	82.24	S 12°43'30" W
L89	60.29	N 78°53'48" W
L90	88.34	N 22°08'36" E
L91	85.53	S 3°18'23" W
L92	59.76	N 78°53'48" W
L93	82.12	N 12°43'30" E
L94	48.07	S 87°42'15" E
L95	94.06	S 2°16'39" W
L96	50.22	N 78°53'48" W
L97	86.38	N 3°18'23" E
L98	48.00	S 87°42'15" E
L99	70.01	S 2°16'39" W
L100	48.58	N 78°53'48" W
L101	94.99	N 2°16'39" E
L102	48.00	S 87°42'15" E
L103	67.00	S 2°16'39" W
L104	48.00	N 87°42'15" W
L105	67.00	N 2°16'39" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L106	48.00	S 87°42'15" E
L107	67.00	S 2°16'39" W
L108	48.00	N 87°42'15" W
L109	67.00	N 2°16'39" E
L110	51.00	S 87°42'15" E
L111	67.00	S 2°16'39" W
L112	51.00	N 87°42'15" W
L113	67.00	N 2°16'39" E
L114	33.14	S 87°42'15" E
L115	59.43	S 14°44'44" W
L116	54.59	N 87°42'15" W
L117	67.00	N 2°16'39" E
L118	73.37	N 31°11'15" E
L119	87.44	S 32°27'34" E
L120	63.52	S 66°29'13" W
L121	2.57	S 11°08'33" W
L122	35.09	N 19°11'34" E

S POLARIS WAY
S ALVAN CLARK BLVD
ATLAS ROAD
W LOCKWOOD WAY
ADORA AT TIMBERSKY BLOCK 3A INST. NO. 3810033
112-01-170
112-01-171
112-01-172
112-01-173
112-01-174
112-01-175
112-01-274
112-01-275
112-01-276
112-01-277
112-01-278
112-01-279
112-01-280
112-01-281
112-01-282
112-01-283
112-01-284
112-01-285
112-01-286
112-01-287
112-01-288
112-01-775
BLOCK 1 ROERS FLAGSTAFF APARTMENT OWNER LLC APN:112-01-156 INST. NO. 3810031
HABITAT FOR HUMANITY OF NORTHERN ARIZONA BLOCK 2A APN:112-01-157A
LIV SC FLAGSTAFF LLC APN:112-01-711 INST. NO. 3955182
FND ½" REBAR W/CAP "45721"
135' R.O.W.
PT. #2404 FND ½" REBAR W/CAP "18251"
S 85°17'37" W 20.18'
N 61°08'12" W 6.84'
L=302.17
L=272.75, R=446.00, Δ=35°02'23"
S 78°02'38" W 3.09'
CALCULATED POINT UNDER COLUMN NOTHING SET
S 26°35'00" W 37.14'
Δ=61°07'14" L=177.34, R=166.00
N 87°42'15" W 312.36'
Δ=29°48'48" L=156.12, R=300.03
N 78°53'48" W 703.13'
N 57°09'20" W 153.55'
Δ=90°00'05" L=65.20, R=41.50
S 32°49'48" W 60.33'
S 11°08'29" W 61.51'
Δ=21°41'29" L=56.78, R=60.00
N 0°43'33" E 152.37'
S 63°38'39" E 154.03'
S 46°15'40" E 30.38'
S 46°15'40" E 186.01'
N 43°44'19" E 308.89'
S 70°51'46" E 68.95'
S 70°51'46" E 13.65'
FND ½" REBAR W/CAP "45721"
FND ½" REBAR W/CAP "37401"
FND ½" REBAR W/CAP "18215"
TRACT "A"
TRACT "B"
TRACT "C"
S 32°27'34" E 172.08'

NORTH
SCALE 1" : 40'
0 20 40

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PRELIMINARY

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TIMBER SKY BLOCK 2B

PRELIMINARY PLAT (NRPP ENVELOPES)

FLAGSTAFF

COCONINO

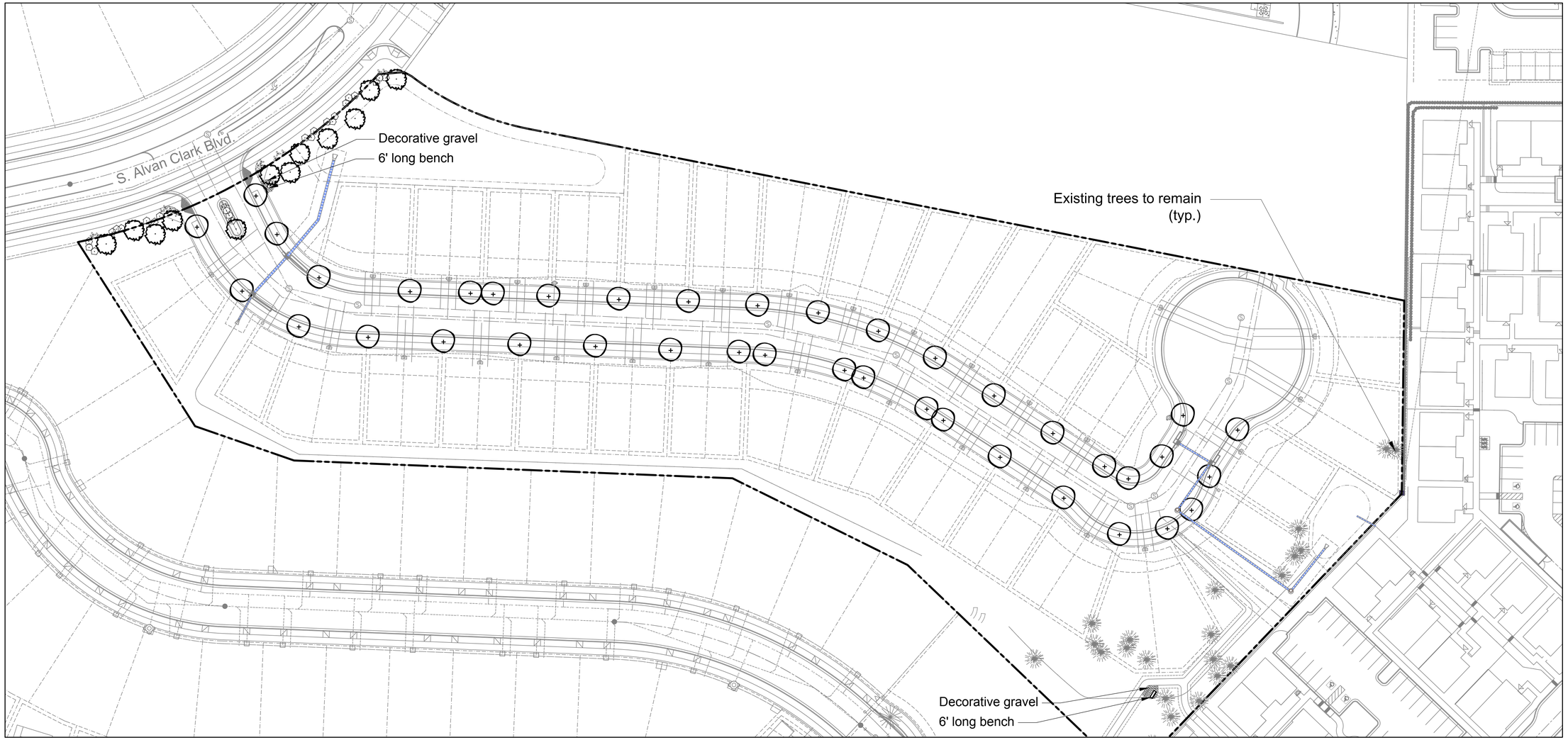
JOB NO.:	225019
DESIGN BY:	SPS
DRAWN BY:	HAS
CHECKED:	ADB/DN
DATE:	APRIL 2025

DWG. PP05

SHEET 5 OF 7

FILE: P:\2025\225019\03-PROD\03-DWGS\PLATS\PRELIMINARY PLAT\PP05 - PRELIMINARY PLAT.DWG HSCHNOEBELEN

PLOTTED: Apr 23, 2025-4:10pm



Zoning Code Landscape Requirements

AREA	*QUANTITY*	*TREES REQUIRED*	*SHRUBS REQ'D*	*GROUNDCOVER REQ'D*
Street Buffer (S Alvan Clark Blvd)	296 LF	1 per 25 LF = 12 Trees, 12 Trees Provided, 0 Tree Credits	2 per Tree Provided = 24 Shrubs, 24 Shrubs Provided	2 per Tree Provided = 24 GCs, 24 GCs Provided
Interior Street Parkway Landscaping	1,800 LF	1 per 45 LF = 40 Trees, 40 Trees Provided, 0 Tree Credits	N/A	N/A
Plant Totals Required/Provided		52 Trees Required, 52 Trees Provided	24 Shrubs Required, 24 Shrubs Provided	24 GCs Required, 24 GCs Provided

NOTES: Interior street parkway trees to be installed at the completion of home construction for each individual lot. Irrigation for the trees to be provided by homeowner's irrigation system. Exact tree locations may be adjusted during the design of the site plan or landscape plan for the home of each individual lot.

Landscape Materials, Quantities and Remarks

QTY	*SYMBOL*	*DESCRIPTION*
200 SF		1/2" Decorative Gravel
2		6' In ground mount steel bench or approved equal

North

Scale: 1" = 40'

0' 20' 40' 80' 120'

Plant List

QTY	*SYMBOL AND NAME*	*SPECS*	*SIZE (HxW), NOTES*
12 STREET BUFFER TREES			
	Acer ginnala / Amur maple	25 caliper	15' x 15', Naturalized
	Pinus edulis / Pinyon Pine	6' tall	30' x 20', Native
	Prunus virginiana / Chokecherry	15 gallons	20' x 15', Native
40 INTERIOR STREET TREES			
	Acer freemanii / Freeman's maple	2" caliper	50' x 30', Naturalized
	Fraxinus pennsylvanica / Patmore Ash	2" caliper	40' x 25', Naturalized
	Gleditsia triacanthos / Honeylocust	2" caliper	30' x 25', Naturalized
24 SHRUBS			
	Chamaebatiaria millefolium / Fernbush	5 gallons	4' x 4', Native
	Fallugia paradoxa / Apache plume	5 gallons	4' x 4', Native
	Forestiera neomexicana / New Mexico privet	5 gallons	12' x 10', Native
	Physocarpus spp. / Ninebark	5 gallons	4' x 4', Native
	Prunus besseyi / Western sandcherry	5 gallons	3' x 3', Native
	Rhus trilobata / Three-leaf sumac	5 gallons	4' x 4', Naturalized
	Yucca baccata / Banana Yucca	5 gallons	2' x 5', Native
24 GROUNDCOVER			
	Achillea lanulosa / Western yarrow	1 gallon	18" x 18", Native
	Aquilegia chrysantha / Golden Columbine	1 gallon	18" x 18", Native
	Mahonia repens / Creeping Holly	1 gallon	24" x 36", Native
	Nepeta faassenii / Catmint	1 gallon	12" x 18", Naturalized

General Notes

All newly planted ground covers, shrubs, and trees will receive drip irrigation from an automatic drip irrigation system with backflow prevention and rain sensor. No hydrozones, turf areas, or other oasis areas are proposed.

GRADING
The grades and contours shown are to the finish grade of the project. The finish grade is to the top of the final landscaping. For all mulch and soil amendments to be installed, the contractor is required to verify that the top of the ground cover matches grades on the plans.

LANDSCAPING
Adjacent site improvements, pavement construction, irrigation installation and finish grading shall be completed prior to planting work. Do not plant when conditions are not suitable for digging, mixing, raking and/or grading. Planting needs to occur during the months that irrigation systems are in operation. Therefore, planting may occur between April 1 and September 30.

Tree and Shrub Installation
1. Soil excavated from the planting pit shall be typically considered acceptable as backfill material for planting.
2. All containers shall be removed prior to plant installation in a manner that does not disturb the potted soil or root ball.
3. Set the root ball on six (6) inches of firm planting soil, plumb and in the center of the pit with the root ball crown slightly above the same elevation as adjacent finished landscape grades. Remove any wire, twine, burlap, or other material from the upper one third of the root ball of balled and burlapped stock. Wire baskets and synthetic burlap shall be completely removed after the root ball has been placed in its final location.
4. Once plant is set, place backfill material around base and sides of root ball and work each layer to settle backfill and eliminate voids. When backfilling is 2/3 complete, water thoroughly. Place the remainder of the backfill and repeat watering until no more is absorbed. Place the final layer of backfill and water.
5. All deciduous trees shall be wrapped from the ground line up to and including the first primary crotch formed by the first major branch. Wrapping shall be done after the plant has been installed.
6. Two to three inches of specified mulch shall be placed in the area disturbed by excavation of the planting well.

Groundcover Installation
Prior to planting activities, completely remove existing weeds, including roots. Immediately prior to installation, cultivate groundcover areas to a depth of six (6) inches and grade smoothly and uniformly. Plant groundcover so the root crown is at or slightly above the bed's finish grade. After planting of groundcover and prior to mulching, spread pre-emergent weed control over planting bed soil surface per manufacturer's written directions. Install the specified mulch to a depth of two (2) inches over the entire groundcover bed.

Landscape Completion
1. Prune dead or damaged branches, making all cuts at branch collar. Maintain the natural habit, shape and specified size. Remove all tags, labels, and other material.

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Timber Sky Block 2B

APN: 11201157B
Coconino County, Flagstaff, AZ

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Call 811 or click Arizona811.com

Date	Revisions	By

Drawn by: DB
Checked by: DB
Drawing Date: 03-3-2025
Submittal Dates: 03-3-2025
Phase: Preliminary Plat
COF Project #: PZ-24-00004

Landscape Plan

LA-01

MAJOR AND MINOR CLEAR VIEW ZONE CALCULATIONS

ID #	MAJOR STREET	MANEUVER DIRECTION	DESIGN SPEED (V_{MAJOR})[1]	TIME GAP $t_{g\,(unadjusted)}$[2]	GRADE ≤ 3%	MULTIPLE LANE CROSSINGS	NO. OF LANES[4]	TIME GAP $t_{g(adjusted)}$[2]	INTERSECTION SIGHT DISTANCE (ISD[3])	STOPPING SIGHT DISTANCE (SSD)
D1	South Alvan Clark Blvd	Right	30	6.5	Yes	No	1	6.5	287	200
D2	South Alvan Clark Blvd	Left	30	7.5	Yes	No	2	8.0	353	200
M1	South Alvan Clark Blvd	Left	30	5.5	Yes	No	1	5.5	243	200

Notes:

(1) The major road speed limits (V_{MAJOR} in MPH) are based on existing conditions in the project vicinity.

(2) The time gap values, adjusted ($t_{g\,(adjusted)}$ in seconds) and unadjusted ($t_{g\,(unadjusted)}$ in seconds), are based on the current site plan and the *AASHTO-Geometric Design of Highways and Streets* Exhibits 9-54 and 9-57 for D1 and D2 and Exhibits 9-66 and 9-67 for M1. The first lane crossed does not warrant an adjustment to the time gap.

(3) The intersection site distance (ISD in feet) calculations are based on Equation 9-1 in the *AASHTO-Geometric Design of Highways and Streets* .
Equation 9-1: $ISD=1.47*V_{MAJOR}*t_g$

(4) The number of lanes crossed may include medians converted to equivalent lanes. The number of lanes provided in the table includes the first lane crossed.

(5) If the approach grade is greater than 3%, add 0.1 seconds for each percent grade.

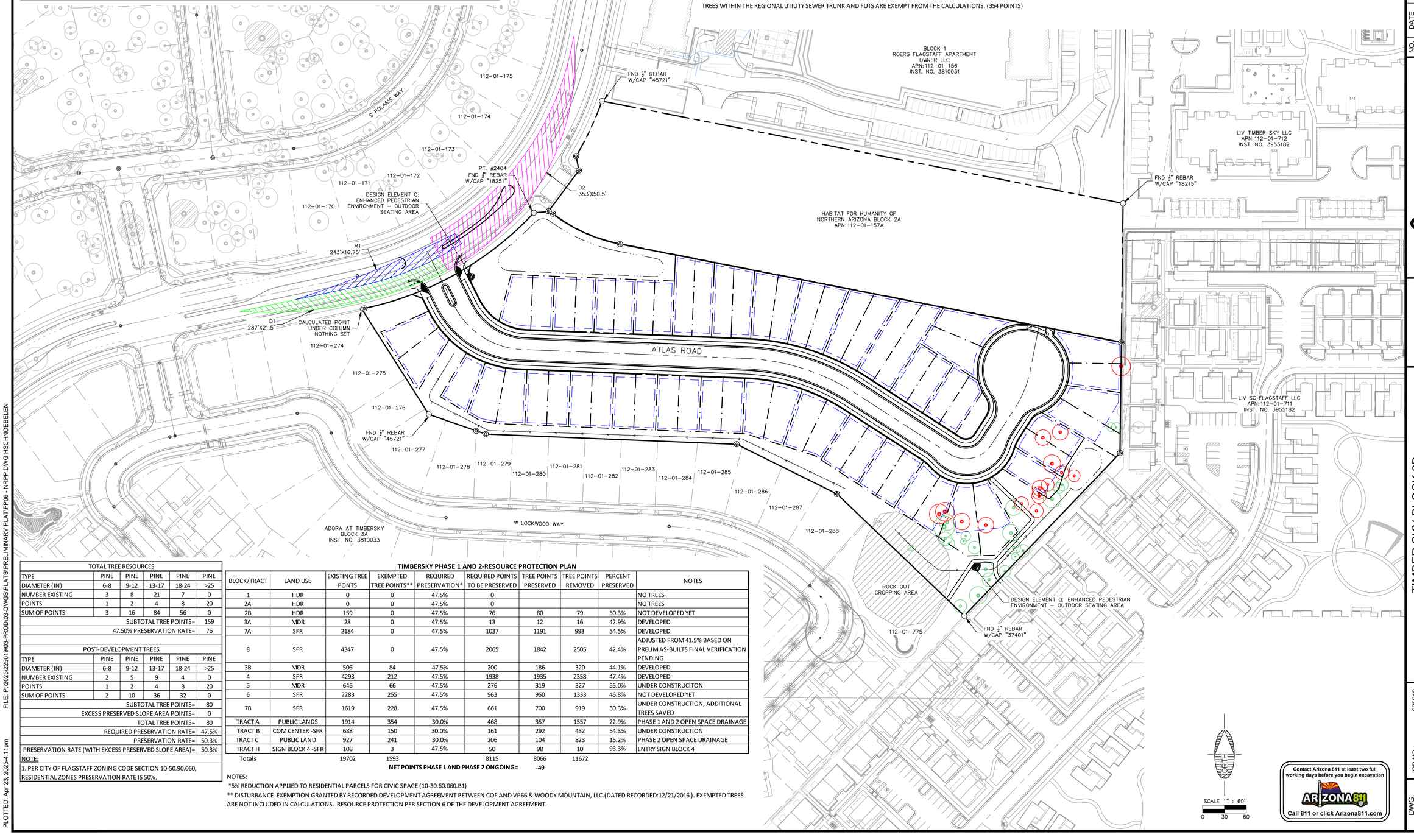
TIMBERSKY PHASE 1-RESOURCE PROTECTION PLAN

BLOCK/TRACT	LAND USE	EXISTING TREE PONTS	EXEMPTED TREE PONTS**	REQUIRED PRESERVATION*	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	TREE POINTS REMOVED	PERCENT PRESERVED	NOTES
1	HDR	0	0	47.5%	0			N/A	NO TREES
2A	HDR	0	0	47.5%	0			N/A	NO TREES
2B	HDR	159	0	47.5%	76	80	79	50.3%	NOT DEVELOPED YET
3A	MDR	28	0	47.5%	13	12	16	42.9%	FINAL VERIFICATION PENDING
7A	SFR	2184	0	47.5%	1037	1191	993	54.5%	FINAL VERIFICATION PENDING
8	SFR	4347	0	47.5%	2065	1806	2541	41.5%	FINAL VERIFICATION PENDING
TRACT A	PUBLIC LANDS	1914	354	30.0%	468	450	1110	28.8%	PHASE 1 OPEN SPACE/DRAINAGE
TOTALS		8632	354		3659	3539			
					NET POINTS AFTER PHASE 1=	-120			

NOTES:
*5% REDUCTION APPLIED TO RESIDENTIAL PARCELS FOR CIVIC SPACE (10-30.60.060.B1)
TREES WITHIN THE COLLECTOR RIGHT OF WAY ARE INCLUDED WITHIN THE TREE POINT TOTAL FOR THE ADJACENT BLOCK
** DISTURBANCE EXEMPTION GRANTED IN DEVELOPMENT AGREEMENT FOR REGIONAL UTILITY FOR ELECTRICAL (MODIFIED FROM APPROVED NRPP DATED 7/13/16)
TREES WITHIN THE REGIONAL UTILITY SEWER TRUNK AND FUTS ARE EXEMPT FROM THE CALCULATIONS. (354 POINTS)

LEGEND

- ROW
- LOT LINE
- NRPP ENVELOPE
- PROTECTED TREE
- REMOVED TREE



TOTAL TREE RESOURCES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	3	8	21	7	0
POINTS	1	2	4	8	20
SUM OF POINTS	3	16	84	56	0
				SUBTOTAL TREE POINTS=	159
				47.50% PRESERVATION RATE=	76

POST-DEVELOPMENT TREES					
TYPE	PINE	PINE	PINE	PINE	PINE
DIAMETER (IN)	6-8	9-12	13-17	18-24	>25
NUMBER EXISTING	2	5	9	4	0
POINTS	1	2	4	8	20
SUM OF POINTS	2	10	36	32	0
				SUBTOTAL TREE POINTS=	80
				EXCESS PRESERVED SLOPE AREA POINTS=	0
				TOTAL TREE POINTS=	80
				REQUIRED PRESERVATION RATE=	47.5%
				PRESERVATION RATE=	50.3%
				PRESERVATION RATE (WITH EXCESS PRESERVED SLOPE AREA)=	50.3%

NOTE:
1. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, RESIDENTIAL ZONES PRESERVATION RATE IS 50%.

TIMBERSKY PHASE 1 AND 2-RESOURCE PROTECTION PLAN

BLOCK/TRACT	LAND USE	EXISTING TREE PONTS	EXEMPTED TREE POINTS**	REQUIRED PRESERVATION*	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	TREE POINTS REMOVED	PERCENT PRESERVED	NOTES
1	HDR	0	0	47.5%	0				NO TREES
2A	HDR	0	0	47.5%	0				NO TREES
2B	HDR	159	0	47.5%	76	80	79	50.3%	NOT DEVELOPED YET
3A	MDR	28	0	47.5%	13	12	16	42.9%	DEVELOPED
7A	SFR	2184	0	47.5%	1037	1191	993	54.5%	DEVELOPED
8	SFR	4347	0	47.5%	2065	1842	2505	42.4%	ADJUSTED FROM 41.5% BASED ON PRELIM AS-BUILTS FINAL VERIFICATION PENDING
3B	MDR	506	84	47.5%	200	186	320	44.1%	DEVELOPED
4	SFR	4293	212	47.5%	1938	1935	2358	47.4%	DEVELOPED
5	MDR	646	66	47.5%	276	319	327	55.0%	UNDER CONSTRUCITON
6	SFR	2283	255	47.5%	963	950	1333	46.8%	NOT DEVELOPED YET
7B	SFR	1619	228	47.5%	661	700	919	50.3%	UNDER CONSTRUCTION, ADDITIONAL TREES SAVED
TRACT A	PUBLIC LANDS	1914	354	30.0%	468	357	1557	22.9%	PHASE 1 AND 2 OPEN SPACE DRAINAGE
TRACT B	COM CENTER -SFR	688	150	30.0%	161	292	432	54.3%	UNDER CONSTRUCTION
TRACT C	PUBLIC LAND	927	241	30.0%	206	104	823	15.2%	PHASE 2 OPEN SPACE DRAINAGE
TRACT H	SIGN BLOCK 4 -SFR	108	3	47.5%	50	98	10	93.3%	ENTRY SIGN BLOCK 4
Totals		19702	1593		8115	8066	11672		
					NET POINTS PHASE 1 AND PHASE 2 ONGOING=	-49			

NOTES:
*5% REDUCTION APPLIED TO RESIDENTIAL PARCELS FOR CIVIC SPACE (10-30.60.060.B1)
** DISTURBANCE EXEMPTION GRANTED BY RECORDED DEVELOPMENT AGREEMENT BETWEEN COF AND VP66 & WOODY MOUNTAIN, LLC.(DATED RECORDED:12/21/2016). EXEMPTED TREES ARE NOT INCLUDED IN CALCULATIONS. RESOURCE PROTECTION PER SECTION 6 OF THE DEVELOPMENT AGREEMENT.

SCALE 1" : 60'
0 30 60

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TIMBER SKY BLOCK 2B
NATURAL RESOURCE PROTECTION
FLAGSTAFF
COCONINO

JOB NO.:	225019
DESIGN BY:	SPS
DRAWN BY:	HAS
CHECKED:	ADB/DN
DATE:	APRIL 2025

DWG. PP06
SHEET 6 OF 7

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PLOTTED: Apr 23, 2025-4:11pm

Atlas at Timber Sky

Preliminary Plat Approval Request

City Council| June 3, 2025

Ben Mejia | Senior Planner

Request Overview

- Request from Capstone Homes for **Preliminary Plat approval of Atlas at Timber Sky** located at 2490 S Alvan Clark Blvd.
- Single family subdivision with 60 single-family home lots on 6.36 acres in the High Density Residential (HR) Zone also within the Resource Protection Overlay (RPO)
- Staff approved the Preliminary Plat on April 11, 2025

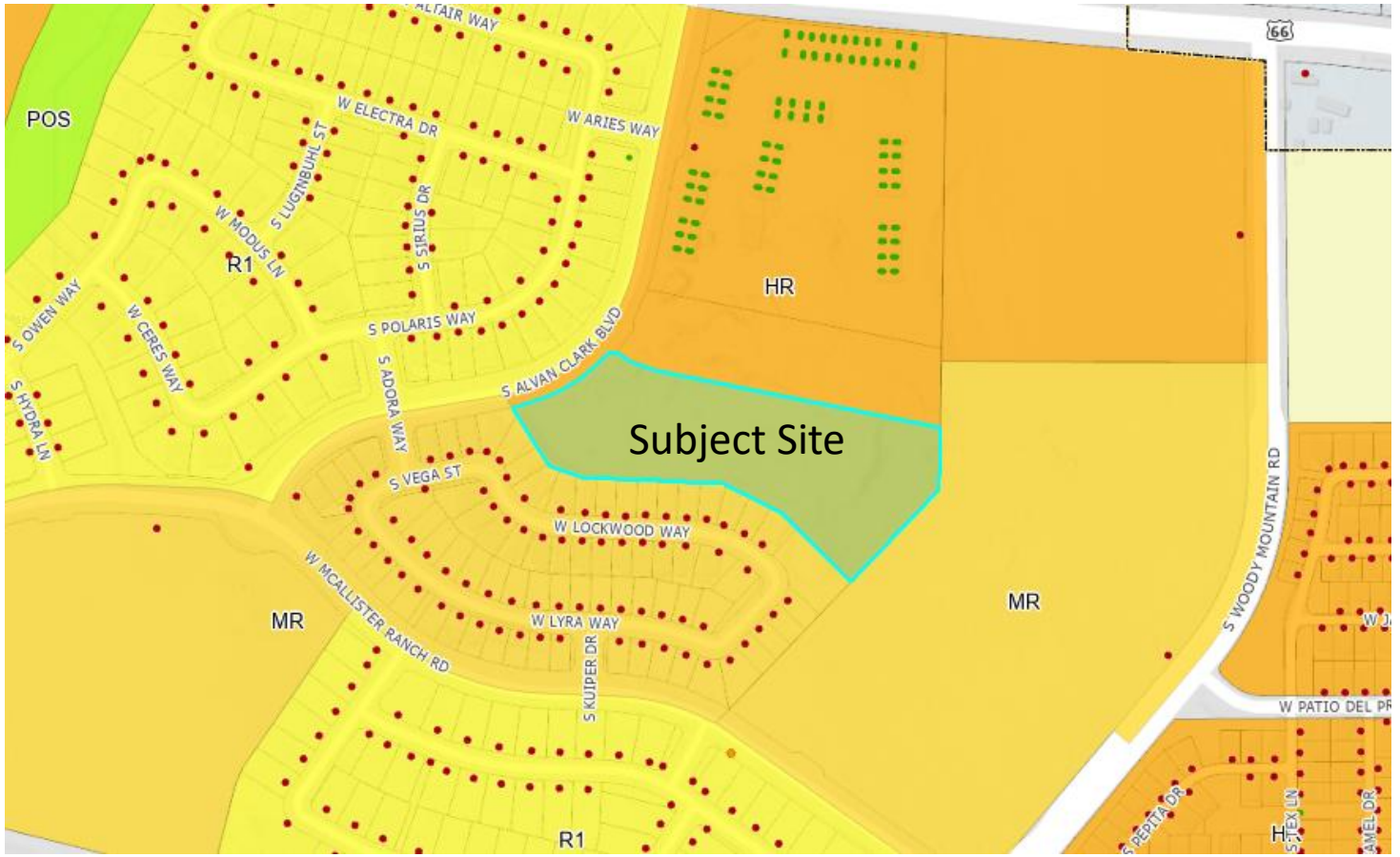
Vicinity Map

North: Multi-Family Residential Condominiums (Habitat for Humanity), HR Zone

South: Single-Family Residential Subdivision, Medium Density Residential (MR) Zone

East: Multi-Family Residential, MR Zone

West: Single-Family Residential Subdivision, Single-Family Residential (R1) Zone



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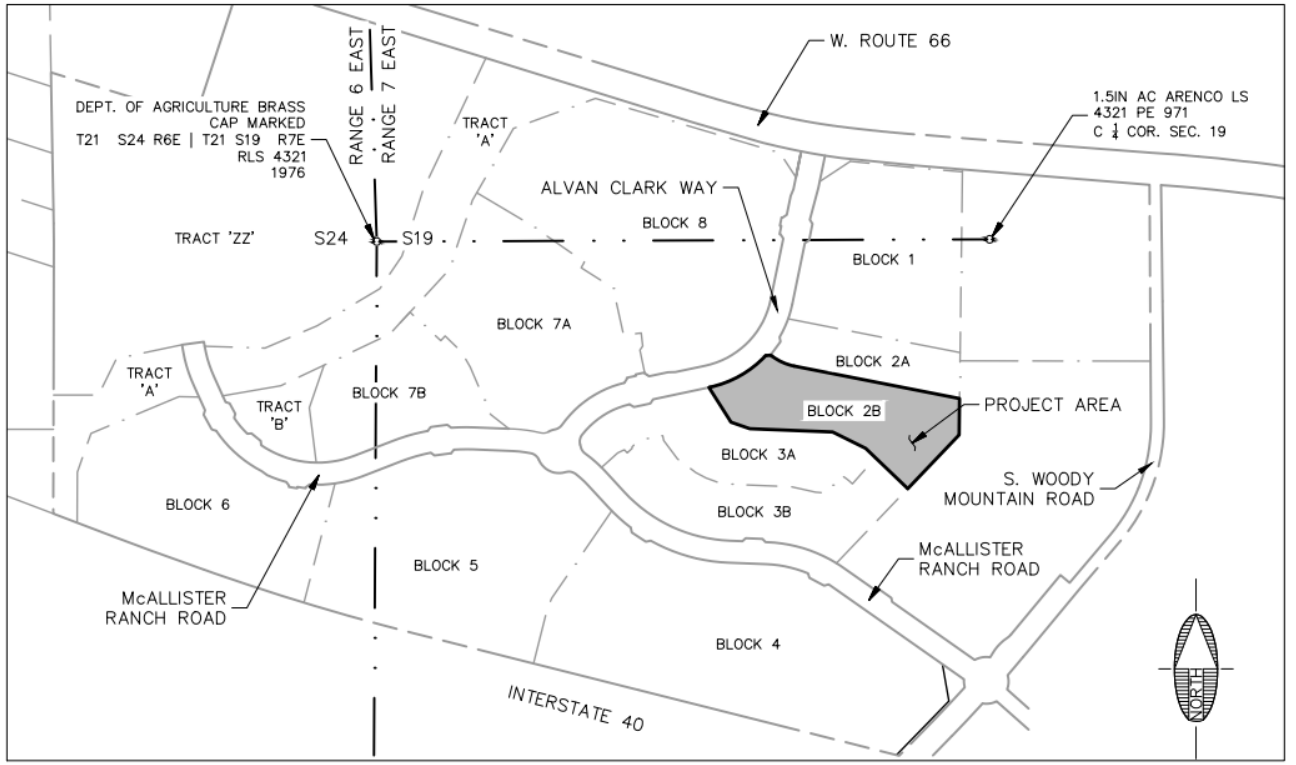
Timber Sky- Background

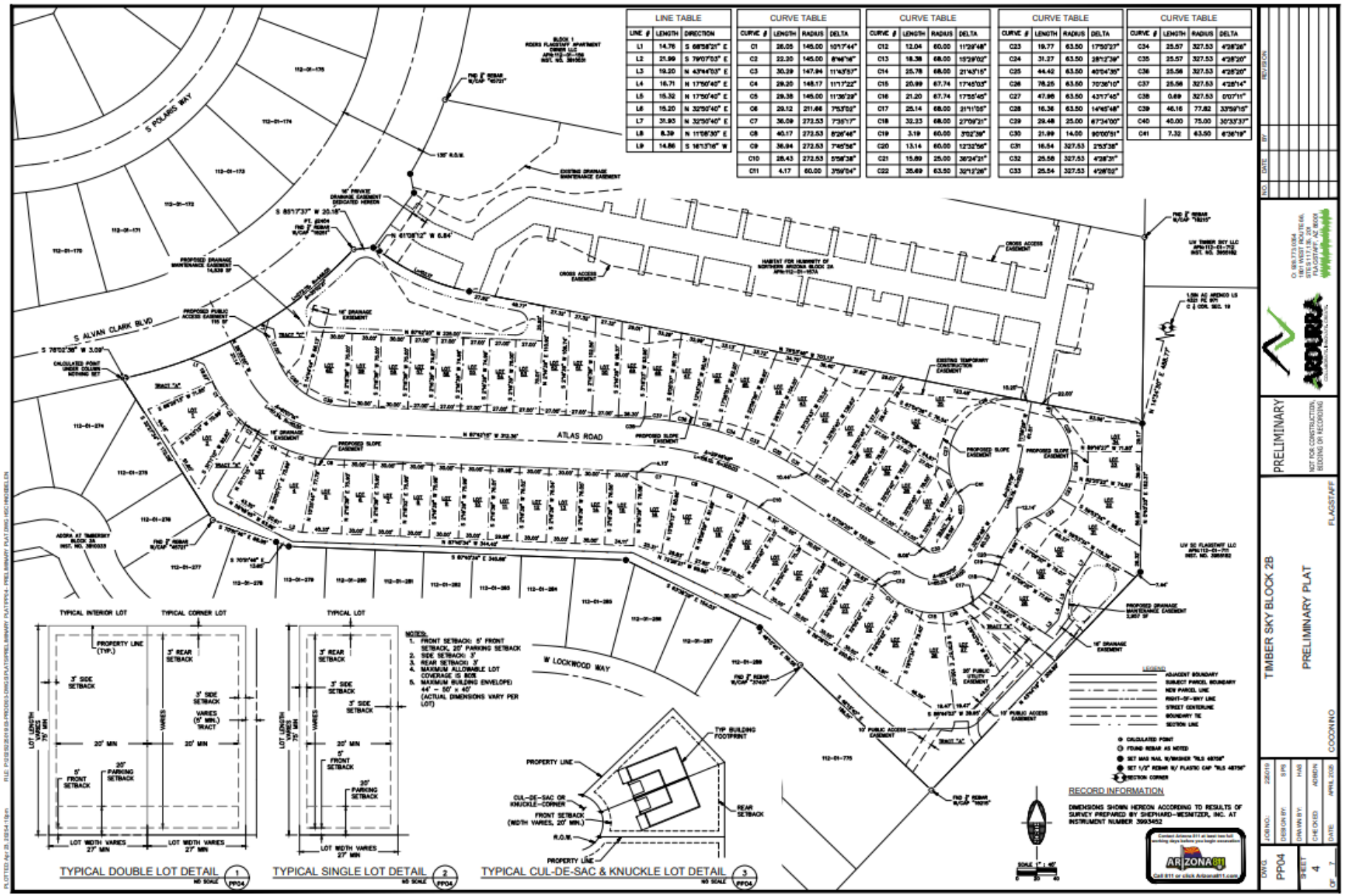
- **In 2016, a Zoning Map Amendment and Annexation were approved for the Timber Sky Development which proposes a maximum of 1300 residential dwelling units.**



VICINITY MAP
N.T.S.

Atlas at Timber Sky - Preliminary Plat

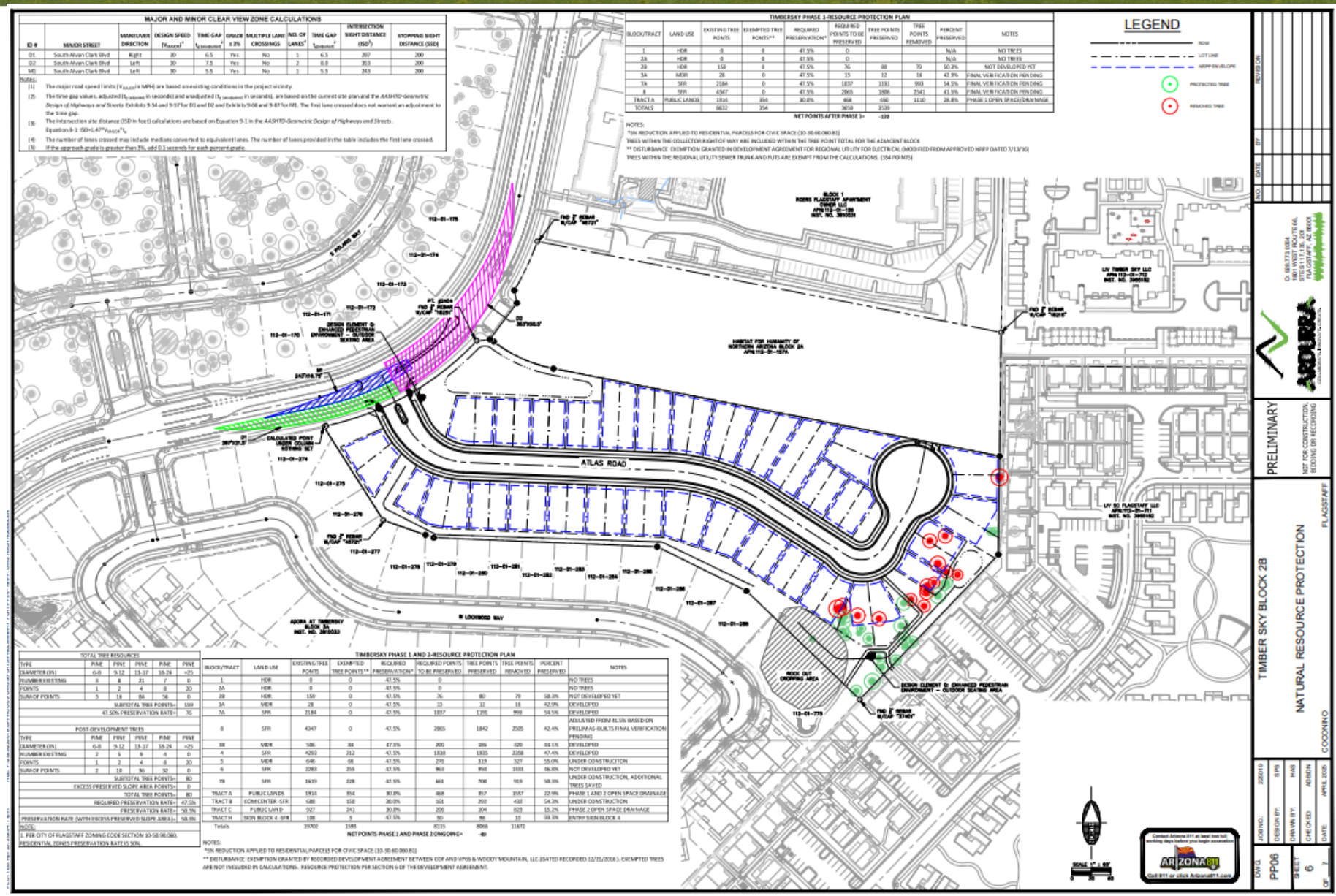
- 6.36 acres in HR Zone, RPO
- 60 SF attached and detached units
- PRD standards for setbacks and minimum lot size
- Pedestrian connection to adjacent southern parcel via a trail in the SE corner
- Stormwater Detention basin on Tract C



Resource Protection Plan

Preserved Rock Outcropping in SE corner

Tree Preservation:
Required: 47.5%
Preserved: 50.3%



Required Finding #1: Zoning Code (Title 10)

Meets Zoning Code Standards for PRD in the HR Zone

Density

- HR zone allows a gross density range of 10-29 units/acre within the Resource Protection Overlay (RPO) inside the pedestrian shed of an activity center. Proposed net density is 12.27 units/acre, gross density is 9.43 units/acre.
- The Timber Sky Development Agreement allows for the averaging of density across residential blocks.

Lot design and resource protection

- Resources are primarily preserved outside of lots

Lot sizes

- Applies Planned Residential Development standards which allows for greater flexibility in lot size and dimensions
- Lot sizes range from approximately 2,024 square feet to approximately 3,831 square feet
- Typical lot dimensions are approximately 27’ wide and 75’ deep

Development Standard	HR
Minimum Lot Area	2,000 sf
Maximum Lot Coverage	80%
Minimum Lot Width	20'
Minimum Lot Depth	50'
Front Setback	5', 20’ parking
Side Setback	3', 10’ street side (0’ attached)
Rear Setback	3'

Zoning Code allows City Council to approve alternate lot sizes and setbacks on a final plat

Required Finding #1: Zoning Code (Title 10)

Meets other relevant standards

- Historic/Cultural Resources
  - Cultural Resource clearance completed with original approval
- Parks, Open Space, Pedestrian, Bicycle Facilities
  - Open space and amenity area requirements are provided within the Timber Sky Development.
  - Sidewalks are provided throughout the subdivision.

Required Finding #2: Engineering Standards (Title 13)

Meets Engineering Standards

- Public systems analysis conducted to confirm preliminary compliance with Engineering Standards
  - Compliance confirmed with Civil Engineering Plans (after Preliminary Plat approval)
- Access and Traffic
  - A Traffic Impact Analysis (TIA) was not required for this subdivision. A TIA was completed in conjunction with the rezoning that included this site.

Meets Engineering Standards

Water and Wastewater

- New 8” water line provided with the new streets serving subdivision
- New 8” sewer line –each lot to be provided with a tap

Stormwater

- Regional detention for the entire Timber Sky Development
- Tract C along ROW provides additional drainage management

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Meets Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
  - Identified in public systems analyses (previous slides)

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

Subdivision Standards and Regulations

- Lot Design
- Street Design
- Easement Design
- Block Design

Findings and Recommendation

Required Findings

- **The City Council shall find the Preliminary Plat meets the requirements of City Code** Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications

Staff Recommendation

- **Staff recommends the City Council approve the Preliminary Plat, in accordance with the findings presented in this report.**

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Brandi Suda, Finance Director

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:
Public Hearing: FY2024 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 May 2, 2025.

Financial Impact:
Staff completed the audit requirement through a contact with Heinfeld, Meech & Company. The total cost of the audit was $11,000 and was budgeted in 001-09-402-1314-1-4206.

Policy Impact:
None.

Previous Council Decision or Community Discussion:
The 2020 and 2022 Biennial Development Impact Fee Audit public hearing was held on December 3, 2024.

Options and Alternatives to Recommended Action:

- Approve the FY2024 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 Agreed Upon Procedures (AUP) are developed to determine whether the City complied with the specified requirements of state statures and will provide a summary of findings in the report and addresses any exceptions. The FY2024 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 provided to present variances from the adopted plan's assumptions in growth projections (listed on report). Exception number two is two of 25 building permits tested, development fees was not assessed correctly. City staff did some additional testing to assess if additional errors had occurred and no additional errors were discovered and adjustments to the permit software to prevent this from occurring in the future.

During the period associated with the biennial audit (FY2023 and FY2024), the City collected $1,070,788 for Fire development fees and $650,734 for Police development fees. Development fees for both areas can be used for vehicles, facilities, communication equipment, and the IIP to provide necessary public services attributable to the new development 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: 2024 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, 2022 through June 30, 2024

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, 2022 through June 30, 2024, 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 2023 and 2024 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, 2024 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 25 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
May 1, 2025

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 non-residential vehicle trips and dwelling units (for 2024 only) 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.

	2023			
	Projected	Actual	Variance	Variance %
Population	81,121	79,705	(1,416)	(1.7%)
Dwelling units	29,262	33,089	3,827	13.1%
Jobs	45,480	43,470	(2,010)	(4.4%)
Non-Residential Floor Area (Thousands)				
Commercial/Retail	7,655	8,022	367	4.8%
Office/Institutional	5,544	5,232	312	(5.6%)
Industrial/Flex	5,002	4,719	(336)	(6.7%)
Non-Residential Vehicle Trips	130,803	N/A	N/A	N/A

	2024			
	Projected	Actual	Variance	Variance %
Population	82,462	79,913	(2,549)	(3.1%)
Dwelling units	29,826	N/A	N/A	N/A
Jobs	45,807	45,747	(60)	(0.1%)
Non-Residential Floor Area (Thousands)				
Commercial/Retail	7,729	8,167	438	5.7%
Office/Institutional	5,594	5,262	(332)	(5.9%)
Industrial/Flex	5,007	4,686	(321)	(6.4%)
Non-Residential Vehicle Trips	131,973	N/A	N/A	N/A

Finding No. 2

For two of 25 building permits reviewed, development fees were not assessed using the City's current rates. This resulted in a net under-collection of fire development fees of $20,436.55, and a net over-collection of police development fees of $10,728.95. The net impact was an under-collection of fees of $9,707.60.

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	963,451	2,251,747	(1,288,296)
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	246,658	2,402,719	(2,156,061)
Police Vehicles	339,012	666,652	(327,640)
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: Robert Wallace, Open Space Supervisor

Co-Submitter: Rebecca Sayers

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration of the Adoption of Resolution No. 2025-33: A resolution of the Flagstaff City Council, adopting the Greater Observatory Mesa Natural Area Plan.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-33 by title only
2. City Clerk reads Resolution No. 2025-33 by title only (if approved above)
3. Adopt Resolution No. 2025-33

Executive Summary:

Plan Development

The Greater Observatory Mesa Area (GOMA) Plan was developed through a collaborative effort between the City of Flagstaff, Lowell Observatory, and Coconino National Forest. The planning process included:

- Reviewing guiding documents such as conservation easements and management policies.
- Assessing current conditions, including user-created trails and environmental impacts.
- Identifying key issues such as archaeological sites, wildlife corridors, and fire management concerns.
- Incorporating public input through multiple phases of outreach and stakeholder meetings.

Plan's Purpose

The primary objective of the GOMA Plan is to establish a formal, managed trail system that provides sustainable recreational opportunities while protecting natural and cultural resources. The plan addresses:

- Habitat and watershed conservation.
- Unauthorized trail use and environmental degradation.
- Community demand for improved recreational access.

Public Process

Plan development involved extensive public outreach, including:

- Public engagement through social media campaigns, press releases, flyers, community calendars, property postings, a physical mailer, and mass email notifications.
- Three public surveys were conducted in 2022, 2023, and 2024.
- Three public meetings at various locations in Flagstaff.
- Direct engagement with stakeholders, including land managers, local neighborhoods, advocacy groups, tribal consultation, commissions, and environmental organizations.

Plan Elements

The GOMA Plan outlines a phased approach to trail implementation and management. Key elements include:

- Designation of approximately 20 miles of sustainable single-track trails.
- Approximately 8 miles of trail for adaptive uses.
- Addition of two formal access points, bringing the total to eight.
- Restoration of 4.1 miles of unauthorized trails and 10.5 miles of abandoned roads.
- Development of two educational zones with interpretive signage and experiential learning opportunities.
- Expansion of parking facilities and wayfinding signage.

Next Steps

- Arizona State Parks and Trails plan review
- Develop interagency agreements with partners
- Design and mark trail alignments
- Cultural resource review and clearance with partners
- State Historic Preservation Office project review
- Grant applications to support implementation
- Begin phased implementation of the GOMA plan in FY 2028-2029, (FY 28-35).

Financial Impact:

1. Project Name: Greater Observatory Mesa Nautral Area Plan
2. Cost: How much will all of this cost?
    a. The Open Space Section's Capital Improvement Plan has $4.5 million budgeted from FY 28-35 for project implementation. This includes planning, required clearances, trail building, signage, restoration, trailhead/parking development, and trailhead facilities.
3. Account Number Budgeted: 001-11-159
4. FY Budgeted Amounts:
    a. FY 2028-2029: $300,000 Bed, Board, and Beverage (BBB)
    b. FY 2029-2030: $400,000 BBB
    c. FY 2030-2031: $400,000 BBB
    d. FY 2032-2033: $750,000 BBB, $250,000 Potential Grants
    e. FY 2033-2034: $750,000 BBB, $250,000 Potential Grants
    f. FY 2034-2035: $1,150,000 BBB, $250,000 Potential Grants
5. Grant Funded:
    a. This project is a good fit for future grant funding. The Open Space Section will work to identify and apply for grants to supplement this project. The Open Space Section estimates $750,000 in grant dollars to supplement city funds.
6. Funding Source:
    a. Bed, Board, and Beverage (BBB) and prospective grant awards will fund this project. In November 2024, Flagstaff voters approved Proposition 487, extending the BBB sales tax to fund trail plan implementation.

Policy Impact:
There is no policy impact.

Previous Council Decision or Community Discussion:
Recent City Council Engagement
On May 13, 2025, the City Council reviewed and commented on this project.

Public Engagement Overview
Three public engagement periods were completed during the trail plan drafting process. This included a focused stakeholder engagement period where we requested comments and feedback from a range of community organizations working in outdoor recreation, public land stewardship, and community well-being. Staff brought this topic to the Open Spaces Commission a total of six times.

Previous Council Engagement
The Flagstaff City Council adopted the Open Space Management Plan in 2017. This management plan provides a framework for managing the natural, ecological, historical, and recreational resources of open space properties. Resolution No. Resolution 2017-01, was amended by Resolution No. 2020-46.

Options and Alternatives to Recommended Action:
Option A: Adopt the resolution of the Flagstaff City Council, approving the Greater Observatory Mesa Natural Area Plan as a guiding document for recreational planning and implementation, thus approving staff to move forward with the next steps for implementation.

Option B: Reject the adoption of the resolution and recommend how staff should move forward to manage the Natural Area.

Background and History:
The Observatory Mesa Natural Area is a vital ecological and recreational asset for the City of Flagstaff. The land was acquired in 2016 using voter-approved bond funds from 2004, matched with an Arizona State Parks Growing Smarter grant. Because grant funds were utilized to purchase the acreage, the grant agreement bestowed Arizona State Parks a deed of conservation easement over the Property that requires the acreage to be retained as conservation land with recreational access. This conservation easement comes with certain restrictions regarding what developments are allowed, how much property needs to be retained without development, and what type of activities can be permitted on the property. Arizona State Parks has provided a high-level review and feel that the plan aligns with the directives of their deed of conservation easement. Upon city council approval, the State Parks Board is willing to review and comment on the plan and consider approval.

The Coconino Forest Service provided input in the creation of this trail plan and has shared that they feel that the plan aligns with Forest Service directives. Upon City Council approval of the Trail Plan, they are willing to review and potentially approve a special use permit that would allow the implementation of the final trail plan. The Forest Service doesn't have any initial concerns and does not anticipate the need for additional public scoping given the lengthy scoping that the city has completed. Upon approval of a special use permit, the Forest Service would allow the City to implement and maintain trails across its jurisdictional boundaries to provide recreational benefits to the public.

Lowell Observatory is privately owned and operated; Section 17 being deeded to Lowell in 1910. Though the primary mission of Lowell Observatory is to pursue the study of astronomy and provide astronomical education, the Observatory has always generously permitted walkers and bikers to enjoy its Property. In the early 1990s, Lowell Observatory granted the City of Flagstaff an easement for the Flagstaff Urban Trail segment, Mars Hill, that runs from Thorpe Park through the northern part of Lowell Observatory's Property. The Observatory was engaged during the process, and they are interested in retaining substantial open space to benefit their campus and the community. With this goal, Lowell Observatory has supported the development of this plan and is interested in dedicating a formal trail system that complements its campus and the community. However, they are still working out their timeline for involvement and determining what that looks like. Trail alignments associated with Lowell's property are therefore placed in the long-term plan objectives. Staff will continue to work with all land manager partners as they move forward.

Connection to PBB Priorities and Objectives:
The Greater Observatory Mesa Natural Area Plan primarily supports the following PBB programs:

Livable Community:

- Provide amenities and activities that support a healthy lifestyle.

Environmental Stewardship:

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

Safe and Healthy Community:

- Promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options.

Inclusive and Engaged Community:

- Promote environmental justice and access to environmental benefits.

Connection to Regional Plan:
The Flagstaff Regional Plan 2030 aims to increase pedestrian infrastructure and establish a system of open lands, including natural areas, wildlife corridors, trails, and access to public lands; thus, the Greater Observatory Mesa Natural Area Plan supports:

- Goal E&C.6. Protect, restore, and improve ecosystem health.
- Goal OS.1. Develop a regional system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Connection to Carbon Neutrality Plan:
The Greater Observatory Mesa Natural Area Plan aligns with the following priorities of the Carbon Neutrality Plan.

- Healthy Forests and Open Spaces
  - HF-1 Protect existing forests, resources, and meaningful open spaces.
- Decrease 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.
  - DD-3 Encourage Flagstaff residents and visitors to walk, bike, roll, and take the bus.

Connection to 10-Year Housing Plan:
The Ten-Year Housing Plan identifies that research has shown that neighborhoods can be a good predictor of health and that it is imperative to place housing in areas of opportunity, such as open spaces and other important considerations. The Greater Observatory Mesa Natural Area Plan provides neighborhoods with access to open space and recreational opportunities.

Connection to Division Specific Plan:
The Active Transportation Master Plan emphasizes the importance of open spaces in fostering inclusive walking and biking networks that promote community health. The Greater Observatory Mesa Natural Area Plan provides neighborhoods with access to open space and recreational opportunities.

Attachments: Res. 2025-33
Greater Observatory Mesa Natural Area Plan
GOMA Plan Executive Summary
Proposed GOMA Trail Map
Public Input Synthesis (phases 1-3)

RESOLUTION NO. 2025-33

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE GREATER OBSERVATORY MESA NATURAL AREA PLAN

RECITALS:

WHEREAS, implementing a trail plan will guide land management efforts to preserve natural and cultural resources, protect wildlife habitats, and enhance user experiences;

WHEREAS, passive recreation—including walking, running, biking, snowshoeing, and equestrian use—is valued by the Flagstaff community, which supports expanding opportunities for residents;

WHEREAS, the Flagstaff Regional Plan 2030 aims to increase pedestrian infrastructure and establish a system of open lands, including natural areas, wildlife corridors, trails, and access to public lands;

WHEREAS, multiple City of Flagstaff plans, including the Carbon Neutrality Plan, 10-Year Housing Plan, and Active Transportation Master Plan, emphasize the importance of open spaces in fostering inclusive walking and biking networks that promote community health;

WHEREAS, in November 2024, Flagstaff voters approved Proposition 487, extending the Bed, Board, and Beverage (BBB) sales tax to fund trail plan implementation;

WHEREAS, the trail plan encourages interagency collaboration that supports City priorities such as equity, inclusivity, connectivity, public health and safety, neighborhood character, and quality of life.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: The City of Flagstaff hereby adopts the Greater Observatory Mesa Natural Area Plan attached hereto as Exhibit A.

SECTION 2: The City Manager will direct the implementation of the Greater Observatory Mesa Natural Area Plan with minor flexibility as it applies to final trail alignments and plan objectives to achieve its stated goals.

SECTION 3. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of June, 2025.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Greater Observatory Mesa Natural Area Plan

Greater Observatory Mesa Area Trail Plan

2025

City of Flagstaff Open Space Program

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Executive Summary

Background

The Observatory Mesa Natural Area (OMNA) is beloved by the community for its natural beauty and recreational value. The community's passion for our natural areas, combined with OMNA's close proximity to downtown Flagstaff and twelve adjacent neighborhoods, has resulted in high use in the area, including unauthorized uses and associated impacts. The desire to address these impacts while providing diverse recreational experiences in the area motivated the creation of the Greater Observatory Mesa Area (GOMA) Trail Plan. The GOMA planning area is approximately 4,000 acres, generally bounded by the mesa's slopes on the south and east, and OMNA boundaries on the north and west sides. The three landowners in this area, the City of Flagstaff, U.S. Forest Service, and Lowell Observatory are partners in this Trail Plan.

The documented need for a formal trail system in GOMA guided the purpose of this plan. Planned management actions identified in the *Management Policies for Legally-Designated Open Space Properties* (2020) direct managers to "Establish a Trail System Plan for OMNA, in partnership with adjacent landowners, state/federal agencies, local organizations, and other stakeholders." (page 71). The community's interest in the property is also well documented from the 2004 voter-approved bond initiative that allowed for the property's purchase, the 2017-2018 Flagstaff Trails Initiative identifying planning on Observatory Mesa as a priority, and the over 3,000 individual comments received during this planning process.

Purpose and Goals

The purpose of the GOMA Trail Plan is to establish a formal, managed trail system that aligns with Flagstaff Open Space Program, Coconino National Forest, and Lowell Observatory management policies and reflects community desires to provide a balanced trail system on Observatory Mesa Natural Area and surrounding Forest Service lands.

Our goal is to create a well-managed trail system with wayfinding signage and sustainable alignments that protects cultural and natural resources and provides a variety of quality outdoor recreation experiences for the community. Based on robust public input and assessment, the plan identifies a non-motorized trail system with sustainable alignments, updated signage, and increased access and parking while ensuring healthy wildlife habitats and cultural resource protections by establishing ecological zones, restoring unsustainable unauthorized trails, and closing abandoned roads to reduce motorized impacts in the area.

Plan contents

The plan includes a three-phase approach for priority implementation and a section for long term strategies. The plan's priorities include conceptual alignments that provide a range of outdoor recreation experiences, management guidelines for the final completed trail system, and recommendations for the restoration of currently disturbed areas and unauthorized trails. The proposed trail system provides a higher density of trail loops near formal access

Executive Summary

points and where people use trails the most frequently, identifies longer loops for more remote experiences, and designated areas with no new trails to protect habitat and wildlife migration. All elements of the Trail Plan promote ecological conservation commensurate with the Arizona State Land Department sale and can be implemented once approved and funded.

OMNA was established via a conservation easement held by Arizona State Parks & Trails. The agreement guarantees that no more than 20 acres total is eligible for development (including trails) in perpetuity to ensure the conservation value of the property. This proposal identifies 7.8 acres for trail development within the OMNA boundary, for 39% of the total available 20 acres. When considering trail development versus road and trail restoration, the net change in recreation infrastructure on OMNA and U.S. Forest Service lands is an increase of 5.4 miles.

This proposal was created in partnership with land managers from the City of Flagstaff, Lowell Observatory, and the Coconino National Forest. The Coconino National Forest reviewed this trail plan, and the long-term intent is to establish a cross-jurisdictional agreement between the Coconino National Forest and City of Flagstaff that would permit the City to implement and maintain trails on Forest Service property. This partnership will improve trail system connectivity, leverage resources for plan implementation, and support effective cross-jurisdictional land management.

Lowell Observatory is interested in retaining undeveloped land within its property to benefit the organization and the Flagstaff community. This plan includes long-term recommendations, currently with no timeline established, for the Lowell Observatory property that can provide passive recreation opportunities and increase connectivity for the overall trail system. Additional long-term elements include utilizing railroad underpasses for trail connections and conceptual Flagstaff Urban Trail alignments which will be pursued when the timing is right for additional conversations.

The final Trail Plan will be adopted by the City of Flagstaff, reviewed by the Coconino National Forest, and considered by Lowell Observatory when appropriate and will be used to direct future management and trail implementation.

In summary, this plan proposes as priorities:

- Approximately 20 miles of additional natural-surfaced single-track trail.
- Approximately 8 miles of trails for adaptive uses.
- The addition of 2 more formal access points, which will result in a total of 8.
- Recommendations for trail signage for wayfinding, regulations, and etiquette.
- Additional parking and orientation for residents and visitors along Route 66 near the Public Works Yard and at the western boundary on Forest Road 515.
- Restoration of 4.5 miles of unauthorized trails and 10.5 miles of abandoned roads.
- Implementing two educational zones for interpretive signage for the purpose of increasing student and adult awareness of environmental, cultural, and historical significance.

Section 1: Value of Flagstaff Trails

Flagstaff is surrounded by forests, mountains, and canyons. This natural landscape is a defining element in the character of the Flagstaff community. For decades, community members and local organizations have advocated for protecting Observatory Mesa, and for good reason. Observatory Mesa is a critical tract of land for local flora and fauna and also provides human benefits through recreational opportunities, climate change resiliency, and economic prosperity via tourism.

When open space is incorporated on our blocks, in our neighborhoods, and throughout our city, the community benefits. People living in walkable neighborhoods get about 35–45 more minutes of activity per week, leading to improved health. Parks and preserves help bring people together across social, economic, and racial divides. Research shows open space has a positive impact on low-income urban communities by filling gaps in health inequalities and expanding transportation choices to give more freedom and mobility to all people. Trails also make us a more resilient community. When open space and trails are integrated into our community, they reduce negative impacts of urbanization such as traffic congestion, noise, pollutants, and infrastructure deterioration. They also help prevent changes in community character.

People experience trails in a variety of ways and time in nature is rejuvenating for many of us. Trails physically connect us to natural landscapes and ecosystems, this connection reminds us of our relationships with the world beyond built environments. Trails are our managed zone of human impact on a natural area, limiting our collective imprint while thoughtfully providing experiences for all users. Time with friends and family, peace and solitude, quiet and contemplation, education and study, exercise, sense of discovery and adventure, joy– this incomplete list of why people use trails illustrates the opportunities presented to the community and the opportunities a well-managed trail system provides.

Access to trails is one of the key reasons people visit the Flagstaff community. The recent *Economic Value of Trails in Arizona (*2020) survey found that over 83% of non-motorized trail users consider trails when deciding where to visit (p. 42). Approximately 56% of in-state travelers visiting Coconino County travel to Flagstaff to recreate outdoors (p.67-68).

As trail use increases in the Flagstaff area, responsible land management can ensure that the landscape is protected while allowing for the enjoyment of unique outdoor experiences and opportunities. Observatory Mesa, filling the skyline immediately west of downtown Flagstaff, is situated in an ideal location to provide thoughtful trail use, wildlife viewing, and environmental education close to home while protecting the natural landscape.

Section 2: Background Information

This proposal was developed to comply with policies (see references) of the City of Flagstaff and its partners and create a plan consistent with the preservation of natural and cultural resources while providing quality and diverse user experiences and long-term land management for all who enjoy Observatory Mesa.

The proximity to downtown Flagstaff and twelve neighborhoods provides quality access to the entire community. The growing number of unauthorized and user created trails is adding to environmental impacts and is evidence of unmet desires in the current trail opportunities. Trail counters along formal trails in GOMA show use has steadily increased over time and land managers are committed to managing this natural area for the health of the ecosystem and the people who use it, now and into the future. Balancing conservation and resource protection with a high-quality trail system is needed to mitigate impact and conserve this important natural resource. Trails that are sustainably aligned and constructed while providing the range of experiences trail users seek to encourage use along approved corridors and reduce overall impacts to GOMA.

A. Plan Goals and Objectives

The objectives of this plan seek to align the proposed elements with the needs identified by the community and land managers and balance the interests expressed throughout the community engagement efforts.

Goal: Design a trail plan for GOMA based on community feedback and input, guiding policy, and best practices of sustainable trail design.

Goal: Reduce the impacts of motorized use in the GOMA area and work toward a non-motorized trail system.

Objectives:

- Identify motorized incursion and non-system roads.
- Partner with land managers to implement resource impact mitigation throughout the planning area.

Goal: Address unsustainable and unauthorized trails to improve environmental conditions in GOMA.

Objectives:

- Assess and document unauthorized trails.
- Review each trail for sustainability and consider for adoption.

- Define trail obliteration locations where trails are deemed unsustainable.

Goal: Increase local access to the formal trail system to advance the '10 minutes walking distance to open space' goal of the City of Flagstaff.

Objectives:

- Identify potential new access points for inclusion in the trail system based on location feasibility (e.g., traffic implications, rights of ways, parking) and community input.

Goal: Design a sustainable trail system that addresses impacts of unauthorized recreation and balances allowed user experiences with open space conservation.

Objectives:

- Request, consider, and incorporate community feedback to balance community desires for outdoor recreation and resource protection.
- Design trails to align with best practices for sustainable trail design.

Goal: Provide a variety of experiences to accommodate the desires of the community.

Objectives:

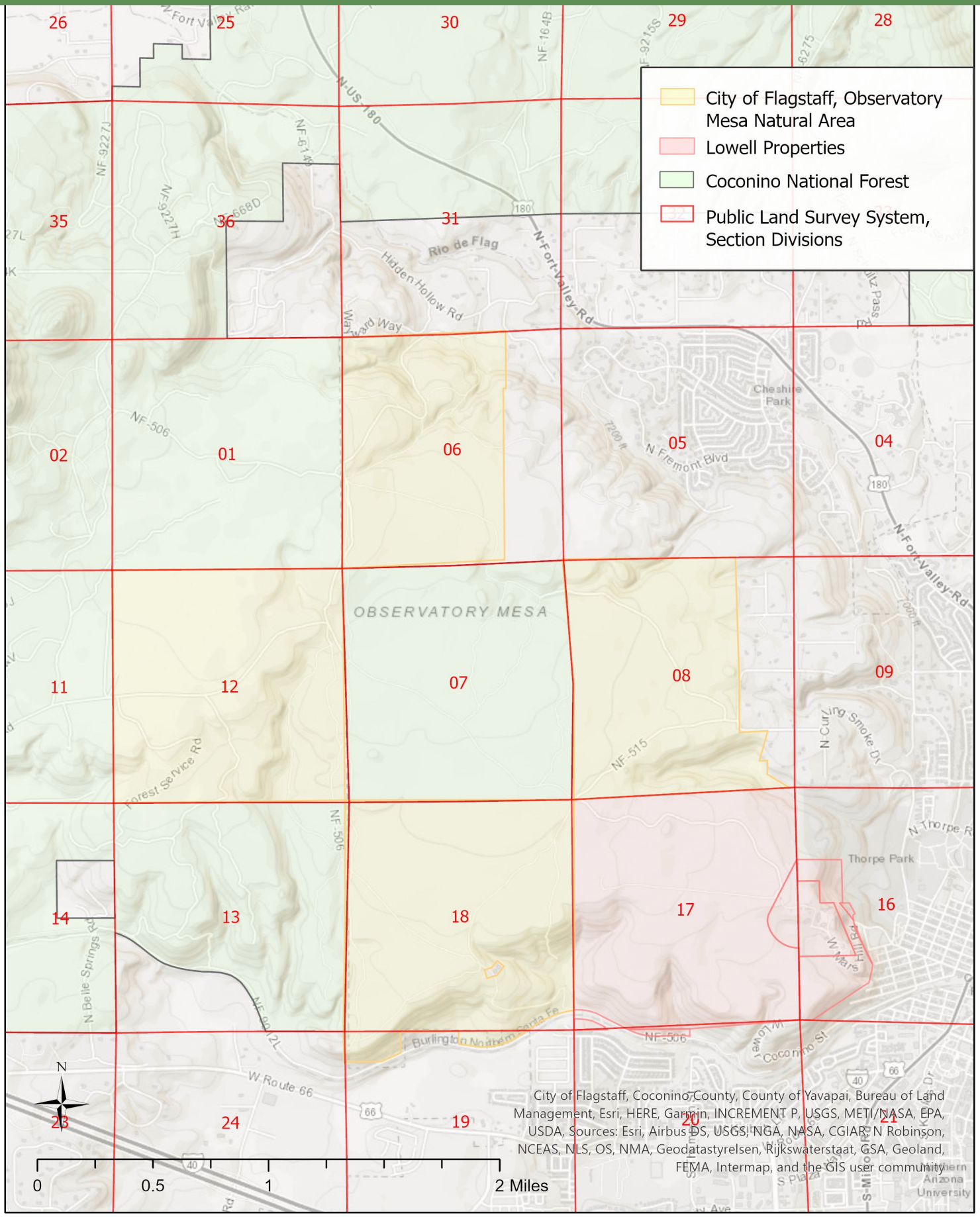
- Solicit community input for trail types, locations, and desired experiences.
- Provide diverse trail experiences in terms of intended recreation use, level of difficulty, and length.

Goal: Improve safety and wayfinding with increased signage and information for the formal trail system.

Objectives:

- Identify wayfinding information, messaging, and locations for trail signage to reduce confusion and inform the public on formal trails, legal requirements, and etiquette.
- Trail sign formatting will adhere to Flagstaff Urban Trail System (FUTS) standards

GOMA Land Ownership



B. GOMA land management partners

GOMA has a checkerboard configuration of land ownership and the multi-jurisdictional partnership allows for trail alignments to be placed on good terrain for sustainable trails and designed for user experiences based on the Mesa's geography and not be limited to property boundaries. The planning area exists in Township 21N 6E, Sections 1, 12, and 13, and Township 21N 7E, Sections 6, 7, 8, 17, and 18. The Fort Valley Connector trail (trail 5.12) extends north onto Townships 22N 6E (Section 36) and Township 22N 7E (Section 31) on Forest Service lands to join the Fort Valley trail system north of Highway 180.

Observatory Mesa Natural Area, City of Flagstaff

Bond initiative funds approved by voters in 2004 provided a match for an Arizona State Parks Growing Smarter grant in 2013. This strategy financed the acquisition of the Observatory Mesa Natural Area (OMNA). The Arizona State Land Department agreed to sell the 2,251 acres (Sections 6, 8, 12, 18) that now make up the area, recognizing that the property is vital to preserving environmental and community health. Because grant funds were utilized to purchase the acreage, the grant agreement bestowed Arizona State Parks a conservation easement over the property that requires the acreage to be retained forever in predominantly the condition reflected in the baseline documentation when it was purchased. The easement also includes the right to engage in and permit engagement in recreational uses of the property, including hiking, trail running, cycling, other forms of passive recreation, and educational and scientific study activities. The City's Open Space Management Plan reiterates the importance of preserving the unique conservation values associated with the property, including open space value, unique scenic beauty, native vegetation communities, diverse wildlife habitats, and cultural resources. Observatory Mesa Natural Area is a day-use area, and overnight uses, including camping, are strictly prohibited. Except for authorized use, motorized vehicles are not permitted, and therefore, planning recommendations are solely for passive recreation. A broad array of recreational day activities are currently available on the property, including hiking, bicycling, horseback riding, cross-country skiing, and snowshoeing.

Lowell Observatory

Lowell Observatory was established in 1894 by Percival Lowell. The Observatory is privately owned and operated, Section 17 being deeded to Lowell in 1910 by an Act from Congress. Though the primary mission of Lowell Observatory is to pursue the study of astronomy and provide astronomical educational opportunities to the public, the Observatory has always generously permitted walkers and bikers to enjoy their property. In the early 1990's, Lowell Observatory granted the City of Flagstaff an easement for the Mars Hill Flagstaff Urban Trail segment which runs from Thorpe Park through the northern part of Lowell Observatory's Property. The Observatory is also interested in retaining substantial undeveloped space to benefit its campus and the community. With this goal, Lowell Observatory is working with the City to dedicate the Lowell Observatory Trail System through a long-term process on the privately owned Section 17 that would complement their campus. The Observatory supports this trail plan proposal.

Because Section 17 is the Observatory's private property, Lowell cannot guarantee any trail recommendations in this report to be a permanent improvement of the property. At this time, outdoor recreation and experiential education recommendations in this report are flexible, with changes to any of the trail recommendations possible and dependent on future management and implementation of Section 17 and Lowell Properties.

Coconino National Forest

Conceptual trail alignments are visualized on Sections 1, 7, 13, 31, and 36, and comprise 13 of the 18.5 miles of new trails proposed. The Coconino National Forest's 2018 Forest, Land, and Resource Management Plan (Forest Plan) provides direction for the management of the forest surrounding Flagstaff. The Forest Plan provides integrated multiple-use and sustained yield of goods and services from the forest to maximize the long-term net public benefits in an environmentally sound manner. Following Forest Service directives, the Coconino National Forest Service is interested in supporting the City by reviewing the feasibility of this trail plan proposal and considering the plan's approval. Upon approval, the Forest Service would conduct a cultural and environmental analysis as required by the National Environmental Policy Act (NEPA) and then potentially issue a special use permit to the City to construct and maintain trails across jurisdictional boundaries to provide the best recreational benefits to the public. The Forest Service will also consider management options such as limiting motorized vehicle access for the Forest's section 7 (the section at the center of OMNA) to help support non-motorized recreation opportunities.

Greater Observatory Mesa Partners:

Lowell OBSERVATORY

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

FOREST SERVICE US DEPARTMENT OF AGRICULTURE

C. Community Interest

A bond initiative was approved by voters in 2004 to help provide funds to acquire Observatory Mesa Natural Area. In 2013, those funds supported an Arizona State Parks Growing Smarter grant as match to purchase 2,251 acres "for the express purpose of preserving the unique conservation values associated with these properties, specifically their open space value, unique scenic beauty, native vegetation communities, diverse wildlife habitats and historical/cultural resource". CFOSP,2017,p.6). The community's support for the 2004 bond fund is a testament that Observatory Mesa is an important open space area for the entire community, in addition to serving as a "neighborwoods" for downtown Flagstaff and nearby neighborhoods. This trail plan proposal supports the bond approved by voters and fulfills the City's commitment to provide community access to open space.

Since the purchase and preservation of Observatory Mesa Natural Area, the community routinely inquires about when a trail system will be planned and implemented. The Flagstaff Trails Initiative (FTI) (2018/2019 collaborative process) completed a public survey to gain public feedback on Flagstaff trails to develop their broader trail planning strategy. Over 1,700 public comments were compiled and evaluated to better understand the public's relationship to outdoor recreation in Flagstaff. FTI prioritized the regional public comments using a set of criteria developed to reflect the objectives of the regional trail strategy. Of the 77 recommendations for regional trail improvements, Observatory Mesa was the focus of six of those recommendations, including:

- Construct a new stacked loop system on Observatory Mesa accessible from downtown Flagstaff and Thorpe Park to help address local demand and reduce unauthorized trails. (priority - high)
- Connect Fort Valley and Observatory Mesa to help link two popular areas. (priority - high)
- Adopt unauthorized trails on Lowell Observatory property as part of Observatory Mesa system improvement. (priority - high)
- Evaluate unauthorized trails on Observatory Mesa for review and inclusion or closure and restoration to reduce impacts and redundancy. (priority - high)
- Connect Fort Valley to the Flagstaff Urban Trail System (FUTS) with a commuter route on Observatory Mesa that partially uses existing roads. (priority - medium)

The high level of interest in Observatory Mesa as expressed by public comments and prioritized recommendations validates the formal planning efforts underway. The community of Flagstaff values Observatory Mesa as an asset to the quality of life of its residents and the enjoyment of its visitors. Detailed information on the Regional Trail Strategy, interactive maps, and a complete list of public comments and prioritization criteria can be found at: http://flagstafftrailsinitiative.org/

D. Community Engagement in the Planning Process

The City of Flagstaff Parks and Recreation, Open Space, and Events (PROSE) Division contracted with Southwest Decision Resources to design and facilitate a public engagement process for the Greater Observatory Mesa Trail planning efforts. Public engagement has been designed in three phases which are detailed below:

Phase 1 Public Engagement: June - July 2022

Public meeting: PROSE hosted a public meeting on Wednesday, June 29th, from 5:00 to 7:00 PM, both virtually (via Microsoft Teams) and in person at Flagstaff City Hall, to receive public input regarding the first draft of the Greater Observatory Mesa Trail Plan. The results of this public meeting were synthesized and are available here.
Public forum: The online survey for public comments was open over a 60 day period. Comments were processed and evaluated for plan improvements and are available here.

Phase 2 Public Engagement: May - July 2023

Phase two outreach to stakeholders and public engagement resulted in 2,913 individual topical

comments considered. Each comment was grouped into common themes for consideration. Themes were compiled and reviewed to understand public sentiment regarding general impressions, place-based recommendations, and responses to specific questions asked. The synthesis of these comments is detailed here, and the online community forum results are here.

Stakeholder meetings: Prior to the 40-day public comment period (May 2023), 35 identified stakeholder groups were contacted to discuss updates to the draft trail plan.

Stakeholder groups included:

- City of Flagstaff commissions
- Homeowners Associations adjacent to Observatory Mesa Natural Area properties
- Local environmental organizations
- Local outdoor recreation organizations
- Federal, state, and local land management agencies

Sixteen meetings were held with stakeholder groups to discuss recommendations for the draft plan and four formal comment letters were received resulting in 42 individual comments.

Public meeting: The second public meeting was held on June 14th, 2023 from 5:00-7:00 pm at the Flagstaff Aquaplex to receive public input regarding the second draft of the plan. There were 35 participants (not including City Staff or volunteers), and a total of 104 comments were received from this event.

Phase 3 Community Engagement: August 2024 - October 2024

In the final phase of community engagement, PROSE presented the Trail Plan draft based on the robust input received from previous community engagement and consultation with key partners, relevant land managers, and relevant commissions. A total of 442 individuals responded to either the online survey or attended the public meeting, producing 302 open-ended comments.

The third public meeting was held to discuss the trail planning process and the resulting Trail Plan on September 19, 2024, attended by 115 members of the community. The synthesis of these comments is detailed here.

Incorporating feedback into the plan

Several changes to the proposed trail system have been made based on input received throughout the planning process, including feedback from land managers, stakeholders, commissions, and the community. Significant areas of feedback and change are detailed below.

Conservation and habitat protection

Some stakeholders and community members expressed their desire to protect the landscape and important habitat zones on Observatory Mesa (e.g., habitat for Northern Goshawk or migration routes for pronghorn and elk). In order to reduce the impact of a Trail system on the landscape and habitat as well as known cultural resources on the landscape, several measures were taken:

- The buffer separating trail alignments and springs was increased from 500 feet to 1,320 feet.
- Trail concepts were removed that were near known seeps in Sections 7 and 12.
- Increased buffer from 250 to 500 feet between trail concepts and archeological sites and stock tanks which meets or exceeds recommended distances.
- The overall trail mileage was reduced by 17% to provide more unbroken habitat areas.

Based on these community-recommended changes, neither the Arizona Game and Fish Department nor the Coconino National Forest expressed concerns about the proposed trail plan's impact on habitat.

Access and trail location near residential neighborhoods

Additional access points to the area have been identified through the trail planning process to enhance walkability and access for several neighborhoods that are lacking. Some community members expressed concerns that creating new access, putting existing access points on a map, or creating new trails adjacent to their homes would bring additional traffic to their area and would potentially lead to inappropriate use of the area (e.g., becoming lost on private property due to close trail proximity). To address these concerns, proposed trails were moved further away from private property and, to the extent possible, used the existing geography to separate private property from the view of trails. Where access points are included on the map, clear language has been added to clarify where parking is available or not. Furthermore, two larger access locations have been identified away from private property (on Forest Road 515 and at the Public Works Yard on West Route 66), and the public will be encouraged to park their vehicles there. Some access points were removed from consideration entirely due to their location on private property and lack of community support to provide an easement. In order to further provide clear guidance to the public about trail and access locations as well as appropriate behavior in the area, the Trail Plan includes the proposed addition of improving wayfinding and information signage throughout the area.

Providing diverse recreation opportunities

Many stakeholders and community members recognized the value of Observatory Mesa as a recreational area close to town. Many different recreational user types expressed that they currently or would desire to use the area for recreational experiences including equestrian, hiking, dog walking, mountain biking, cross-country skiing, snowshoeing, and e-biking. Though some expressed a desire for single-use (e.g., hiking only, mountain biking only) trails to reduce user conflict, in order to provide adequate access for all user types, the City of Flagstaff has determined to designate all trails in the Trail Plan as multi-use. Existing motorized alignments within the area

will permit the use of e-bikes. Motorized travel in the planning area is limited to roads identified as open per the Coconino National Forest's Travel Management Rule.

Stakeholders and the community also expressed a wide range of desires for diverse recreational experiences. Many highlighted opportunities in the area for more accessible trail design and for differing levels of trail length and difficulty. To accommodate varying trail lengths, several loops of varying lengths have been identified in the priority planning area for OMNA and USFS lands:

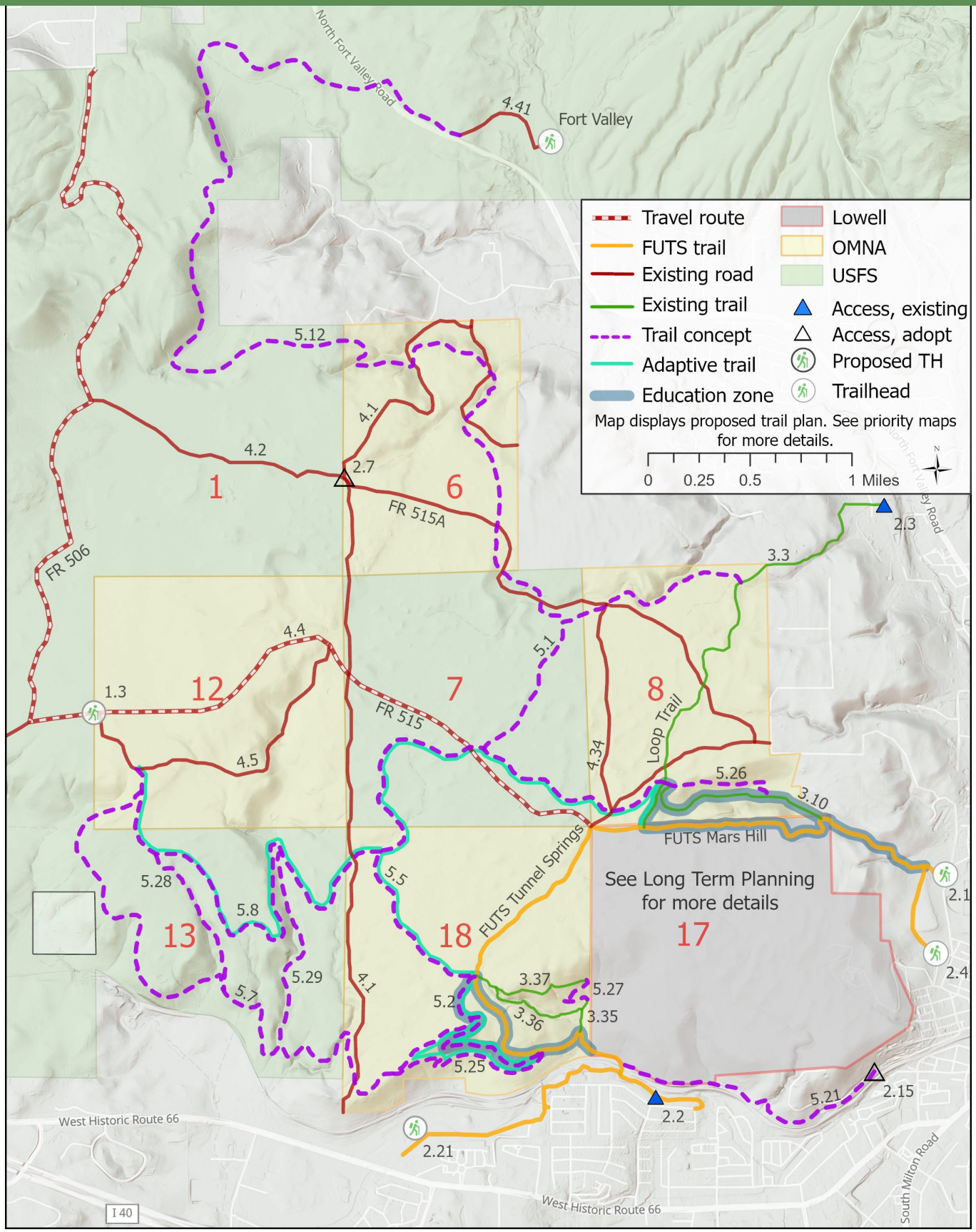
- 2-4 mile loops: 4
- 4-8 mile loops: 6
- 8+ mile loops: 4

To provide more accessibility in the trail system, several trails have been proposed to be developed to meet adaptive mountain biking trail design standards (e.g., 40-inch width, special considerations for obstacles that could topple an adaptive bike). Some expressed that they prefer utilizing the wider abandoned roadbeds for recreation over creating new single-track trails (to reduce the impact of new trail construction, to allow for walking or biking side-by-side, or to allow for adaptive mountain biking), so several of those roadbeds have been kept in the proposed trail system.

Many mountain bikers have a strong interest in utilizing this area and stated their preference for a diversity of trail difficulties and the inclusion of mountain biking features on some trails in the area. Such features could include berms at climbing turns, sloping at strategic locations to improve tire traction, establishing pronounced undulations such as rollers, and other features that change trail elevation quickly for more fun, skills progression, and trail drainage. To meet those desires while maintaining a balance of use, all trails will be maintained as multi-use trails and will be accessible to biking and other forms of recreation. However, four trails, IDs 5.25, 5.26, 5.28, and 5.29 will include mountain biking features and be designed to provide a range of experiences and difficulty levels. These features will not impede the walkability of the trail, and signage will be included in the trail system to set expectations and alert mountain bikers and non-mountain bikers to the presence of each other.

The City of Flagstaff is grateful for the robust engagement from land managers, stakeholders, commission members, and the community. This engagement has resulted in an improved proposed trail system that balances diverse community interests while also prioritizing the protection of open space. The proposal detailed in the remainder of this report will allow for a well-managed trail system that maintains sustainable and diverse uses of the area for generations to come.

Priority Trail System



Section 3: Priority Implementation

This section of the plan describes proposed trail construction, trailhead and parking projects, and restoration efforts for non-system or unauthorized trails and roads. The implementation of this integrated trail system will protect sensitive environmental and cultural resources, reduce unauthorized and impactful activities in the GOMA, and facilitate passive recreation opportunities to support community health and outdoor experiences.

A. Trail Integration and Construction

A field survey of existing trails and roads (both authorized and unauthorized) in GOMA identified a number of existing unauthorized trails and roads that are being recommended for integration into the formal trail system (see Appendix A). These segments provide increased connectivity and different loop options within the planning area. This plan also proposes the construction of 12 segments of new trail that further increase connectivity and provide additional experiences for trail users. The total mileage of adopted unauthorized trails into the system is 1.95 miles (not including long-term planning elements), and the total mileage of new trail construction is 19.93 miles. This will increase the trail mileage of the system from its current 5.27 miles to a new total of 27.15 miles on OMNA and Forest Service lands. Unless otherwise noted, new trails are being proposed for 24-inch width and natural surface. Motorized vehicles are not allowed within the planning area.

B. Trail Management

Allowed uses

This plan proposes all roads and trails to allow passive, multi-use activities. Hiking, trail running, horseback riding, and mountain biking are allowed uses on all trails throughout the GOMA area (horses are not allowed on the FUTS trail system).

Allowed use stickers will be placed on kiosks and trail junction signs.

E-bikes will be limited to use on existing motorized alignments within the planning area. The Open Space program will work with Coconino County to ensure consistency in trail management in OMNA in a way that aligns with this plan's goals. E-motorcycles are not allowed on natural surface or FUTS trails.

Trail use directionality
The trail system will be multi-use and bi-directional. Each trail will be open to all allowed uses traveling in either direction.

Adaptive mountain biking
Trail loops for adaptive mountain biking (aMTB) are identified to be constructed at 40" in width with associated signage included at trailheads and on relevant trail signposts within the GOMA area. Seven miles of new trails are proposed for aMTB use with opportunities to expand mileage via FUTS trails and adopted roads.

Example of trail signage for adaptive mountain bike trails

Intended user experience
Trail and road alignments create a variety of loops to provide a range of desirable experiences for hikers, runners, mountain bikers, and equestrians. Loop lengths, access to interesting terrain and viewsheds, and connectivity were considered throughout the planning area for allowed uses. See appendix C for more information.

Four trails (5.25,5.26, 5.28, 5.29) will be designed and constructed to provide intentional experiences for biking while remaining open to all allowed uses. Both trails are near access points and will provide opportunities for bikers with beginner and moderate skill levels not currently available in the GOMA planning area.

C. Messaging for Trail Users

Trailhead kiosks installed as part of this plan will include maps of the trail system and messaging related to resource protection and proper trail etiquette. Potential messaging elements include:

- Right of way (uphill, user types)
- Respectful passing
- Maintaining safe speeds
- Show kindness for all users
- Keep dogs on leash and clean up after your pet
- Stay on trail to prevent environmental damage
- Do not startle wildlife
- Respect trail closures and restoration efforts

D. Trailheads and Other Access Points

This plan proposes that a City-owned parcel (ID 2.21 - Priority Trail System map) near the current Public Works Yard on Old Route 66, provide space for a new dedicated trailhead to access GOMA from the south. Current access at the southern boundary of OMNA does not have dedicated parking for trail users. Once implemented, this trailhead can serve and be advertised as the primary access point for trail use. Vehicle access to this area would not require travel on residential streets and would reduce potential conflicts between residents and trail users. The trailhead is proposed on City of Flagstaff property but is not within the OMNA boundary, with the added benefit of ensuring that the conservation easement held on Observatory Mesa Natural Area is upheld to "Limit development to not exceed 10% (or up to 20 acres) of the property" (City of Flagstaff Open Space Program, 2017, p.28).

Proposed future amenities include accessible bathrooms and parking spaces, educational kiosks and orientation, a bike maintenance station, and recycling and trash service.

The addition of a bladed parking area at the western boundary between Coconino National Forest Service land and OMNA (accessed from I-40 and A-1 road and Forest Service Road 515) will provide equestrian parking and access for those that approach GOMA from the west. Unauthorized parking is already occurring at this location, and the open and flat terrain is suitable for conversion into a bladed parking area for dedicated access. Since this location is within the Woody Ridge wildlife corridor, this proposal would only suggest adding a small number of designated spaces so that increased traffic is minimal.

The only existing formal parking area for Observatory Mesa is the Thorpe Park ball field parking lot, which also provides parking for the Thorpe Dog Park. Parking at the ball fields and dog park is adequate for trailhead use, but scheduled sporting events fill up available spaces and greatly reduce available parking for trail access. The only change this plan proposes for this parking area is the addition of signage to guide users to the appropriate trail access.

It is important to note that the City of Flagstaff performed an open space access analysis in 2018 in an effort to determine where improvements are needed to meet the City's goal of providing a 10-minute (1/4 mile) walking time to access open space from residents' front doors. While the above additions help improve access to some of the GOMA, the railroad line at the southern boundary and private lands bordering the focus area are challenges that restrict adding additional access to a few locations. Private Property to the east and north of the focus area also limit new points for access along that corridor. Authorized access points proposed will not provide public parking areas.

Series ID	Existing Access Description	Access Retention Proposal
1.1 Trail Head	Thorpe Park ball field parking lot located on N Thorpe Rd, Flagstaff.	Continue to permit use. Improve signage from parking.
1.2 Trail Head	Joe C. Montoya Community & Senior Center. (245 N Thorpe Rd, Flagstaff). This parking serves the senior center. It provides some parking for trail users.	Continue to permit use. Improve signage from parking area.
2.1 Access	Mars Hill FUTS pedestrian access. N Thorpe Rd, Flagstaff. Near Thorpe Park ball field parking lot.	Maintain existing access point. Install trail kiosk.
2.2 Access	Tunnel Springs FUTS pedestrian access. Located in the Railroad Springs neighborhood (Railroad Spring Blvd. & Adirondack Ave., Flagstaff).	Maintain existing access point. Install trail kiosk, recommend parking at trailheads.
2.3 Access	Flagstaff Loop Trail pedestrian access. Located in the Anasazi Ridge neighborhood (N Tillie Ln.).	Maintain existing access point. Install trail kiosk.
2.4 Access	Mars Hill FUTS pedestrian access. At Joe C. Montoya Community & Senior Center. (245 N Thorpe Rd).	Maintain existing access point.

E. Restoration or Adoption of Trails and Road Beds

The GOMA contains approximately 24 miles of unauthorized trails and informal roads. The long-term plan proposes to restore and naturalize approximately 14 of these miles.

Existing road and trail alignments were evaluated for their location, system connectivity, sustainability and condition, and value to the community (see Appendix C for more information). Alignments included for adoption met the following criteria:

- Are not located in sensitive environmental areas
- Are not located near cultural resources
- Are maintainable with respect to alignment, tread stability, and potential for new or improved drainage
- Are meeting un-met desires of the community for outdoor recreation in GOMA per community comments

Where identified, trail and road restoration efforts are recommended to restore the original environment by de-compacting travel ways, performing slope recovery to remove the physical benches, replacing organics to encourage moisture retention and seed propagation, and implementing signage to inform trail users of closure areas. For purposes of this report, only Road IDs 4.5 and 4.34 are not currently administrative roads and are proposed for adoption and maintenance.

The Fort Valley Connector (Recommendation #47 of the Flagstaff Trails Initiative's *Regional Strategy, 2019)* identifies a roadbed connection between the Fort Valley neighborhood and downtown, passing through the GOMA area. General maintenance on identified roadbeds is recommended for OMNA and USFS lands with signage for the commuter route. The commuter route will remain natural surface with drainage and surface improvements being the primary recommended efforts.

Trail & Road Bed Totals: Priority Proposed Trail System

Road/Trail Type	Mileage to Maintain	Mileage to Adopt/Maintain	Mileage to Decommission	Total Mileage
Existing Authorized Trails	5.27			5.27
Existing Unauthorized Trails		1.95	4.23	6.18
New Trail Construction				19.93
Existing Road Beds	12.35	1.27	10.46	24.08
Total Proposed Roads & Trails				**40.77**
Total Roads & Trails for Decommissioning				**14.69**

F. Trail System Implementation

The prioritized trail system improvements detailed on the following pages follow these implementation guidelines. Implementation plans will require ground-truthed trail corridors and approvals from land management partners.

1. Design all proposed trails and recommended reroutes.
   - Ground truth and flag trail system additions for the review and approval process.
   - Update planning maps with changes for future official trail maps.

2. Formally adopt all unauthorized trails and roads proposed for system inclusion.
   - Install trail system signage at all junctions for wayfinding and mileage.
   - Update trail maps on the City of Flagstaff website, FTI website, and trail apps.
   - Maintain and/or reroute trails to improve sustainability.

3. Formally adopt access points proposed for system inclusion.
   - Install official 'Trail Access' signage with relevant information, including allowed trail uses.
   - Update trail maps on the City of Flagstaff website, FTI website, and trail apps. Only include adopted access points on or near Lowell properties with approval.

4. Construct proposed parking areas for system inclusion.
   - Establish authorized parking prior to closing unauthorized trails/roads and trail construction.
   - Install trail system signage or kiosks in new parking areas.
   - Update trail maps on City of Flagstaff website, FTI website, and trail apps.

5. Construct proposed trails per the recommended priority order.
   - Upon completion of trail construction, install official trail signage at all junctions, including adopted trails.
   - Note: Priority trails are organized to assist with funding efforts and may not reflect actual implementation.

6. Decommission roads and trails proposed for removal.
   - Install official 'Trail Closed' signage.
   - Physically close start and end points using boulders, downed trees, vertical mulch, or other appropriate materials.
   - De-compact travel way to 4-6 inch depth.
   - Full fill recovery of single-track trails to re-establish cross slope.
   - Utilize native seed placement and install erosion control if necessary.

7. Perform annual trail assessments and maintenance on completed trails to preserve sustainability and prevent larger-scale trail damage. Assessments and maintenance should be performed in spring (April/May) or fall (September/October) each year.
   - Assess the trail system for drainage functionality, changes in tread width, tread stability, and user-created damage. Record notes and spatial data to assist maintenance efforts.
   - Perform trail maintenance based on assessed trail conditions.

Implementation Plan: Priority 1

Priority 1 efforts improve the formal trail system near existing and authorized access points to create additional loops, provide established trails for education zones, and improve access for the portion of the Mesa that receives the most use. Implementation plans focus on adding value to the current system without eliminating trails or access currently used by the community.

1. Maintain Loop Trail, Construct Priority 1 Trails:

a. Maintain Flagstaff Loop Trail - ID 3.3 (2 miles): Improve drainage, re-establish consistent width, remove loose rocks, armor 2 locations east of OMNA boundary
b. Construct ID 5.1, 5.26 (1.98 miles): Near FUTS Mars Hill and Tillie Lane Loop Trail access.
c. Construct ID 5.2, 5.25 (2.18 miles): Short loop opportunities near FUTS Tunnel Springs.
d. Construct ID 5.5 (2.64 miles): Connects new trails and FUTS alignments in the Mesa interior.
e. Install trail wayfinding signage, top and bottom of trails.

Priority 1 Snapshot

Trail Maintained: 2 miles
Trail Constructed: 7.8 miles
Trail Adopted/Improved: 1.95 miles
Roads Adopted/Improved: 0
Access Points Adopted: 1
Parking Constructed: 0
Trails Decommissioned: 0
Roads Decommissioned: 0

2. Connect Lower Coconino St. with FUTS Tunnel Springs

a. ID 2.15 (W Lower Coconino St): Install trail access signage at the existing but unauthorized access point.
b. ID 5.21: Construct single track trail between FUTS Tunnel Springs and Lower Coconino St. using a waterline easement along the western portion of the alignment (1 mile).

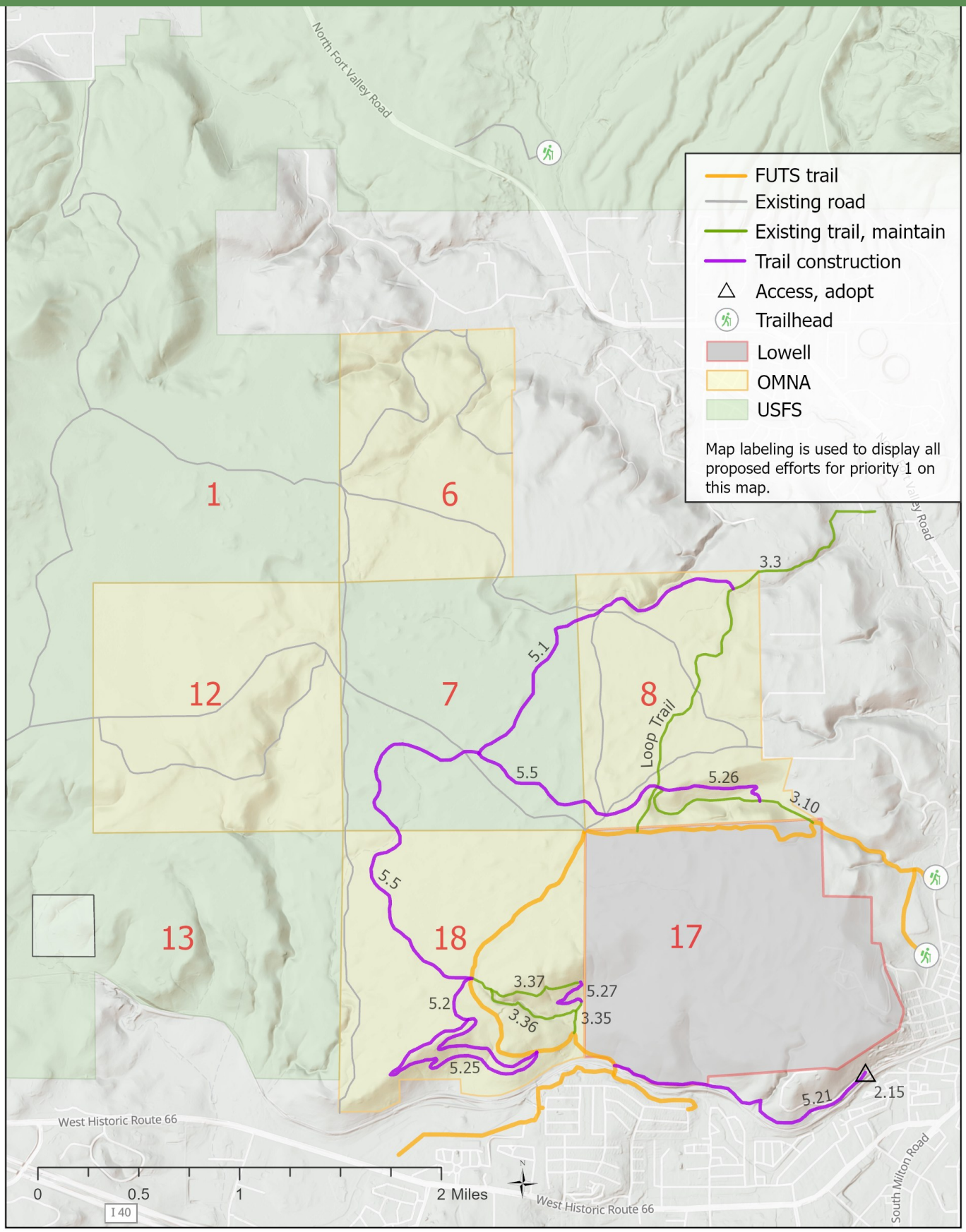
3. Formally Adopt and Maintain Trails:

a. Perform trail maintenance and re-routes on trails 3.10, 3.35, 3.36, 3.37 (1.95 miles).
b. Construct re-route 5.27 to avoid Lowell properties (0.24 miles)
c. Install trail wayfinding signage, top and bottom of trails.

4. Install 'No Public Trail Access' signage at Kinlani Road

a. Encourage trail users to utilize authorized access points at Thorpe Park.

Priority 1


North Fort Valley Road
FUTS trail
Existing road
Existing trail, maintain
Trail construction
Access, adopt
Trailhead
Lowell
OMNA
USFS
Map labeling is used to display all proposed efforts for priority 1 on this map.
1
6
12
7
8
13
18
17
3.3
5.1
Loop Trail
5.5
5.26
3.10
5.5
3.37
5.27
5.2
3.36
3.35
5.25
5.21
2.15
West Historic Route 66
0
0.5
1
2 Miles
I 40
West Historic Route 66
South Milton Road

Step	Series ID	Priority 1 Description	Proposal
1	3.3 Existing Authorized Trail	Flagstaff Loop Trail, 2 miles.	Remove loose rocks, improve drainage, re-establish width, construct rock armoring east of OMNA boundary.
1	5.1 New Trail	Creates a loop with the Loop Trail near the near Tillie Ln. access point. Purpose: Exercise/Loops. 1.48 miles.	Low to moderate construction intensity.
1	5.2 New Trail	Gains elevation at a reduced grade west of FUTS Tunnel Springs. Purpose: Loops. 0.93 miles.	Moderate construction intensity.
1	5.5 New Trail	Meandering trail connecting both Priority 1 trail systems. Purpose: Solitude/Loops. 2.64 miles.	Low construction intensity well suited for mechanized construction.
1	5.25 New Trail	Creates a loop with 5.2 along the south slope of the Mesa. Purpose: Exercise/Loops. 1.25 miles.	Moderate construction intensity.
1	5.26 New Trail	Creates short loops with 3.10 and FUTS Mars Hill. Purpose: Exercise/ Loops. 0.5 miles.	Moderate construction intensity on a sustainable cross slope.
2	2.15 Access	West Lower Coconino Ave.	Formalize access point on W. Lower Coconino Ave, install signage. No parking provided.
2	5.21 New Trail	Connection between FUTS Tunnel Springs & Lower Coconino St. Purpose: Connectivity. 1 mile.	Alignment subject to discussion with land owners and their approval.
3	3.10 Existing Unauthorized Trail	Mars Hill alternative (Meadow Trail). Trail is well constructed and provides a loop from Thorpe Park. 0.75 miles.	Adopt and maintain with improvements. May be reviewed as a potential FUTS
3	3.35 Existing Unauthorized Trail	Existing alignment connects FUTS Tunnel Springs with trails 3.36 and 3.37. 0.14 miles.	Adopt and maintain portion within OMNA to connect 3.37 with FUTS Tunnel Springs

Step	Series ID	Priority 1 Description	Proposal
3	3.36 Existing Unauthorized Trail	User created single track trail. Aligned near bottom of drainage. 0.42 miles.	Adopt and sign as part of formal trail system with drainage improvements, tread widening
3	3.37 Existing Unauthorized Trail	Adopt to provide multi-use experiences east of FUTS Tunnel Springs. 0.64 miles.	Adopt and sign as part of formal trail system with drainage improvements, tread widening and re-routes.
3	5.27	Re-route trail 3.37 to avoid Lowell properties and connect to trail 3.35. Purpose: Connectivity. 0.24 miles	Moderate construction intensity.
4	Sign Installation	Promote authorized use and improve community safety by encouraging trail users to access OMNA at appropriate locations.	Install signage at the base of Kinlani Rd, prior to the Dorm property to deter drivers going to OMNA by driving through the property.

Implementation Plan: Priority 2

Priority 2 emphasizes additional trail parking while completing new trail construction, adopting existing roads, and decommissions user created trails.

In addition to formalizing access points implemented during Priority 1, expanded parking areas proposed for Priority 2 will reduce congestion at Thorpe Park while providing desirable access to newly constructed trails. System expansion intends to disperse trail use while decommissioning unsustainable trails will support land management directives and define user experiences.

Priority 2 Snapshot

Trail Maintained: 3.27 miles

Trail Constructed: 12.13 miles

Trail Adopted/Improved: 0 miles

Roads Adopted/Improved: 13.62 miles

Access Points Adopted: 1

Parking Constructed: 2

Trails Decommissioned: 4.23 miles

Roads Decommissioned: 0 miles

1. Construct Trail Head at APN: 11201001E (ID 2.21): The primary trail head for expanding parking beyond Thorpe Park will give trail users valuable access options west of the Flagstaff Public Works yard.

2. Construct Trail Head at FR 515 (ID 1.3): Trail users seeking expansive views and greater sense of solitude will be provided passive recreation access along the western boundary of OMNA.

3. Construct Remaining Trails and Maintain Existing Trails:

a. Construct IDs: 5.7, 5.8, 5.12, 5.28, 5.29 (12.13 miles) to complete trail expansion.
b. Maintain IDs: 3.1, 3.2 (3.27 miles). FUTS Mars Hill and Tunnel Springs trails will receive maintenance and re-surfacing in eroded areas.
c. Install trail wayfinding signage, top and bottom of trails.

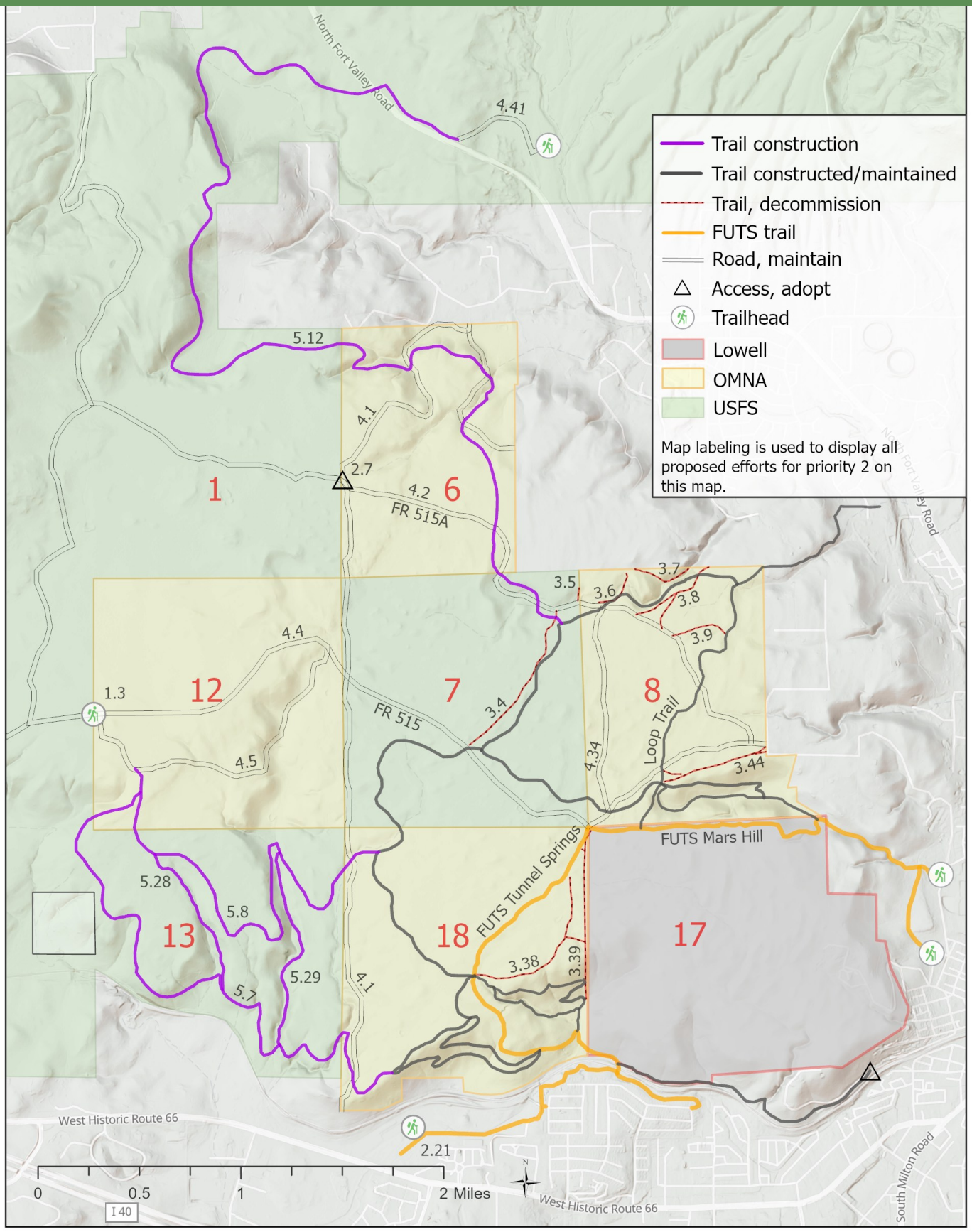
4. Formalize Access Point: Update signs and wayfinding at ID 2.7

5. Adopt Priority 2 Roads: Adopted roads on OMNA and USFS lands will expand non-motorized travel and provide administrative access for maintenance and fire fighting. IDs: 4.1, 4.2, 4.3, 4.4, 4.5, 4.34, 4.41 (13.62 miles). Increase signage, fencing and public outreach to communicate that motorized use is prohibited on OMNA lands.

6. Decommission Trails: Close junctions, de-compact trail beds, perform fill slope recovery where needed, replace organics, and install 'Trail Closed—Healing in Progress' signs to deter use.

IDs: 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.38, 3.39, 3.44 (4.23 miles)

Priority 2


Trail construction
Trail constructed/maintained
Trail, decommission
FUTS trail
Road, maintain
Access, adopt
Trailhead
Lowell
OMNA
USFS
Map labeling is used to display all proposed efforts for priority 2 on this map.
North Fort Valley Road
4.41
5.12
4.1
2.7
4.2
FR 515A
1
6
3.5
3.6
3.7
3.8
3.9
4.4
1.3
12
7
8
FR 515
3.4
4.34
Loop Trail
3.44
4.5
FUTS Mars Hill
FUTS Tunnel Springs
5.28
5.8
13
18
17
3.38
3.39
5.29
5.7
4.1
West Historic Route 66
2.21
0
0.5
1
2 Miles
I 40
West Historic Route 66
South Milton Road

Step	Series ID	Priority 2 Description	Proposal
1	2.21 Trail Head	APN: 11201001E (50.29 acres)-the parcel north west of the Public Works yard on West Route 66.	Construct a parking area to accommodate 25-30 vehicles, consider bathrooms, bike repair station, interpretive panels.
2	1.3 Trail Head (Equestrian)	West Forest Service Road 515 access to OMNA.	Construct a small aggregate parking area to accommodate 10 vehicles. Install 'Motorized Access Prohibited' signage and fencing.
3	5.7 New Trail	Single track connects the west boundary with ID 5.5 and provides longer distance loops. Purpose: Solitude/Exercise. 2.83 miles.	Moderate to high construction intensity. Consructed to eliminate the needs for the numerous road beds in the area.
3	5.8 New Trail	Loop opportunity with 5.7 and provides access to interesting terrain. Purpose: Solitude/ Exercise. 2.29 miles.	Moderate construction intensity. Completes southwest loop network.
3	5.12 New Trail	Connects the Greater Observatory Mesa trail system with the Fort Valley trails north of Highway 180 to expand trail connectivity in Flagstaff. Purpose: Connectivity. 5.51 miles.	Low to moderate construction intensity well suited for mechanized construction. Coordinate with ADOT to install 'Trail Crossing' signs at Highway 180 prior to construction.
3	5.28 New Trail	Creates additional loop opportunities in Section 13 with trails 5.7 and 5.8. 0.65 miles.	Moderate construction intensity.
3	5.29 New Trail	Creates additional loop opportunities in Section 13 with trails 5.7 and 5.8. 0.85 miles.	Moderate construction intensity.
3	3.1 Existing Authorized Trail	Tunnel Springs FUTS segment. 1.75 miles. Overall good condition, some erosion needs to be addressed.	Complete all trail repairs.
3	3.2 Existing Authorized Trail	Mars Hill FUTS segment, 1.52 miles. Steep grades along the trail will benefit from proposed reroute	Complete all trail repairs and consider the proposed reroute (0.74 miles).

Step	Series ID	Priority 2 Description	Proposal
4	2.7 Access	FR 506 and OMNA Boundary.	Maintain existing access point. Install 'No Motorized Access' signage.
5	4.1 Existing Road	Hidden Hollow Pipeline Road. 5.43 miles.	Sign and Maintain for administrative access and outdoor recreation.
5	4.2 Existing Road	FR 506. 1.27 miles. Substantial erosion west of Matson Tank.	Sign and Maintain for administrative access and outdoor recreation.
5	4.3 Existing Road	FR 515a. 1.05 miles.	Sign and Maintain for administrative access and outdoor recreation.
5	4.4 Existing Road	FR 515. Provides administrative access and non-motorized recreation on the west side of OMNA. 3.49 miles.	Sign and Maintain for administrative access and outdoor recreation.
5	4.5 Existing Road	Existing Road. For non-motorized use on the west side of OMNA. 1.08 miles.	Sign and Maintain for passive use. Install way finding and 'non-motorized use only' signs.
5	4.34 Existing Road	Connects FR 515 and 515a. 0.83 miles.	Adopt and sign for additional option in this area.
5	4.41 Existing Road	Existing road bed north of Hwy 180. Connects trail 5.12 to Fort Valley trail head. 0.46 miles.	Adopt, install directional trail signs to direct users to and from the Fort Valley trail head.
6	3.4 Existing Unauthorized Trail	Connector trail partially located on an old road bed. USFS land, Section 7. 0.68 miles.	Decommission - Mechanized
6	3.5 Existing Unauthorized Trail	User created trail connects Matson Tank to private property to the north. 0.15 miles.	Decommission - Hand. Maintain gate.
6	3.6 Existing Unauthorized Trail	User created trail in drainage. Connects to old road bed and private property to the north. 0.17 miles.	Decommission - Hand
6	3.7 Existing Unauthorized Trail	User created trail begins and ends at private property fences. 0.37 miles.	Decommission - Hand
6	3.8 Existing Unauthorized Trail	User created trail connecting the Loop Trail with FR 515. 0.58 miles	Decommission - Mechanized

Step	Series ID	Priority 2 Description	Proposal
6	3.9 Existing Unauthorized Trail	Single track on or parallels road bed. 0.27 miles.	Decommission - Mechanized
6	3.38 Existing Unauthorized Trail	User created trail descends from the northwest corner of Section 17 to meet FUTS Tunnel Springs. 1.28 miles.	Decommission both segments. Install 'Trail Closed' sign, de-compact soil, full fill recovery.
6	3.39 Existing Unauthorized Trail	Aligned on an old road bed, near the Mars Hill/Tunnel Springs junction. Short connection to other user created trails.	Decommission. Install 'Trail Closed' sign, de-compact soil, full fill recovery.
6	3.44 Existing Unauthorized Trail	User created trail from Westridge. Multiple trail braids present. 0.47 miles.	Decommission all trail braids—Hand

Implementation Plan: Priority 3

Priority 3 will complete the Greater Observatory Mesa trail plan. All unsustainable and unauthorized roads will be decommissioned to reduce motorized incursion into OMNA lands, restore wildlife habitat, and discourage future motorized impacts in the area.

1. Decommission Roads: Close junctions, de-compact road beds, fill slope recovery, replace organics, install road closed signs. Consider barriers if motorized incursion continues.

a. IDs: 4.16, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24, 4.25, 4.26, 4.27, 4.28, 4.29, 4.30, 4.32, 4.33 (10.46 miles)

Priority 3 Snapshot

Trail Maintained: 0 miles

Trail Constructed: 0 miles

Trail Adopted/Improved: 0

Roads Adopted/Improved: 0

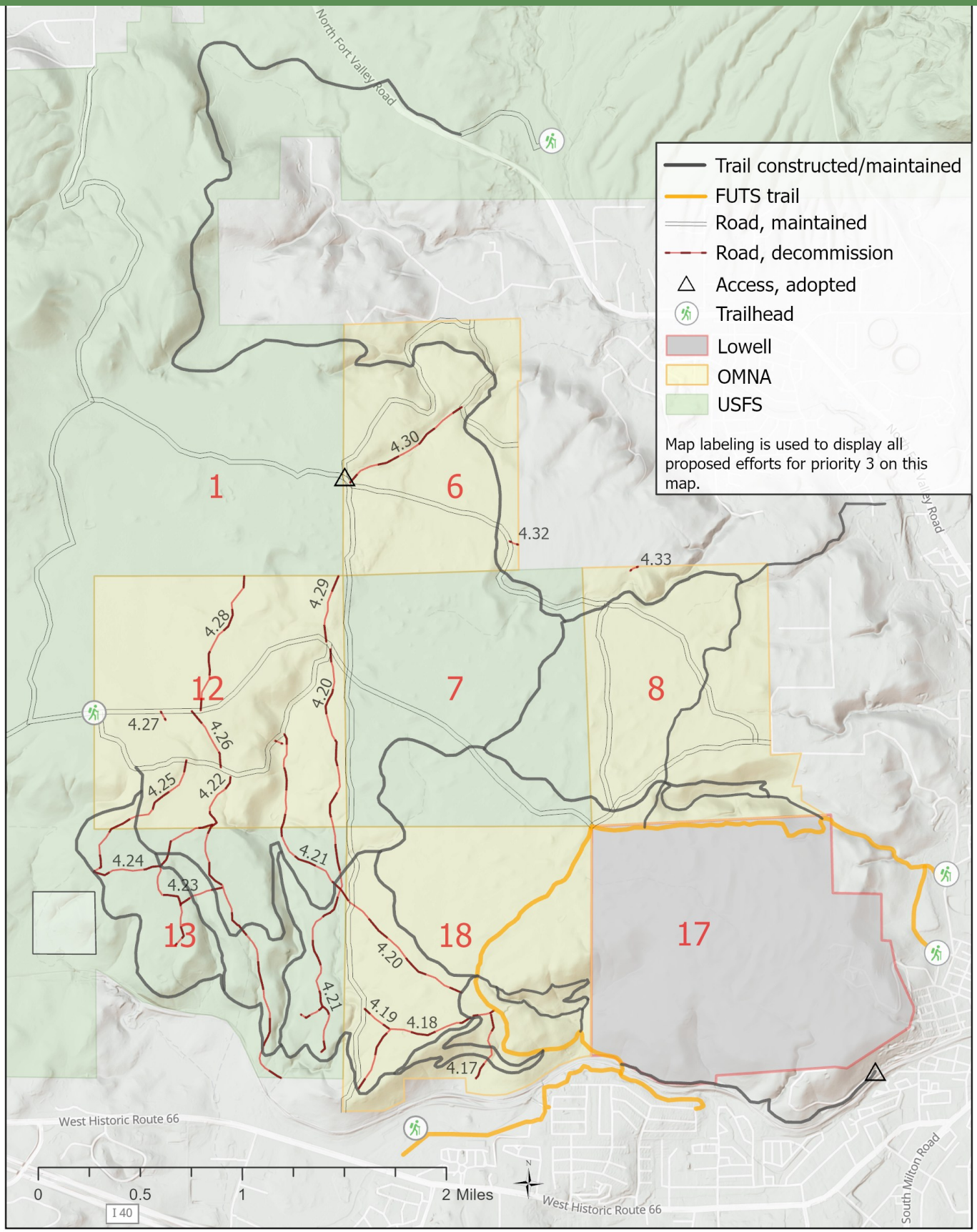
Access Points Adopted: 0

Parking Constructed: 0

Trails Decommissioned: 0

Roads Decommissioned: 10.46 miles

Priority 3


Trail constructed/maintained
FUTS trail
Road, maintained
Road, decommission
Access, adopted
Trailhead
Lowell
OMNA
USFS
Map labeling is used to display all proposed efforts for priority 3 on this map.
North Fort Valley Road
1
6
7
8
12
13
18
17
4.30
4.32
4.33
4.29
4.28
4.20
4.27
4.26
4.25
4.22
4.24
4.23
4.21
4.20
4.19
4.18
4.17
West Historic Route 66
South Milton Road
0
0.5
1
2 Miles
I 40

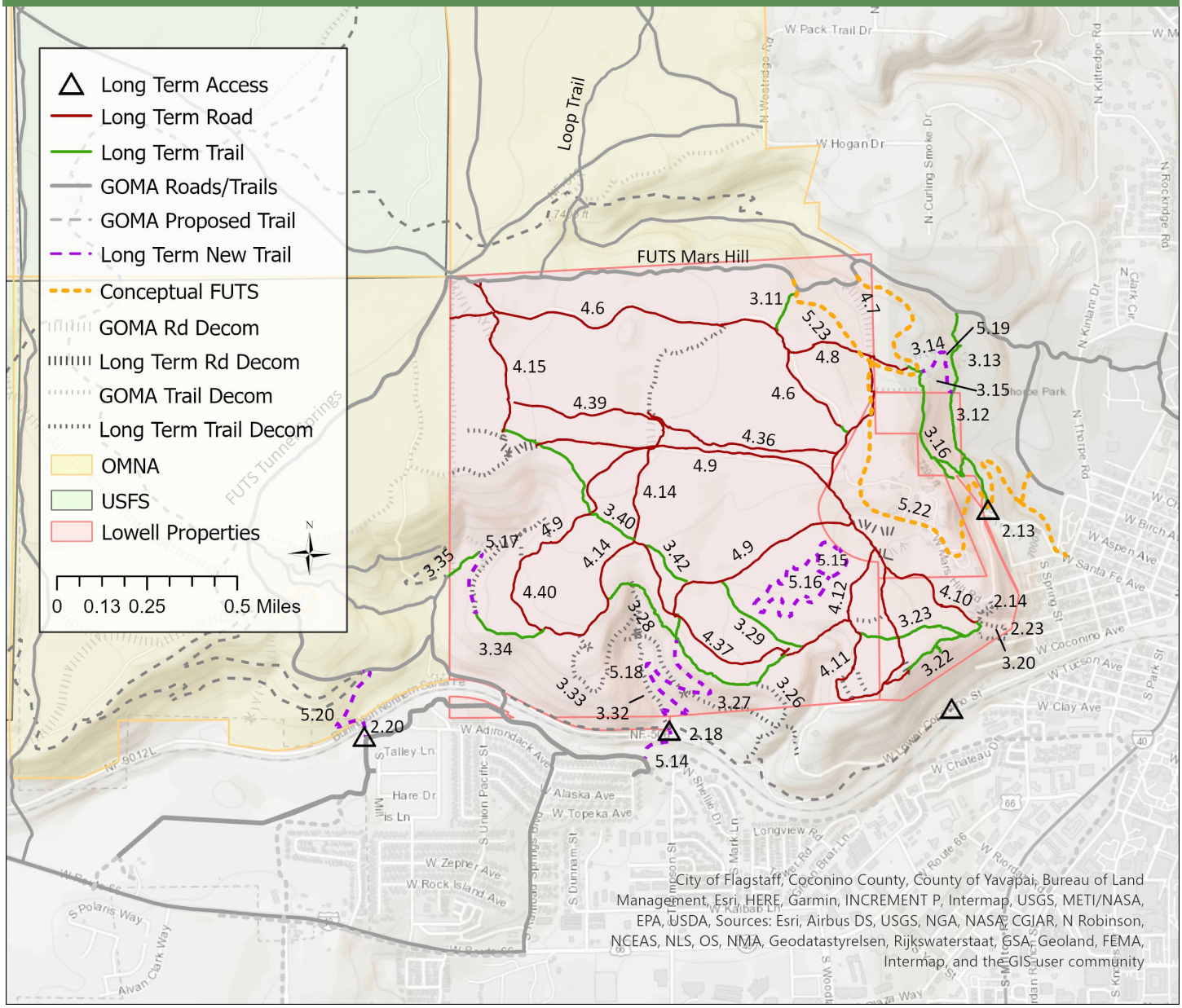
Step	Series ID	Priority 3 Description	Proposal
1	4.16 Existing Road	Along south OMNA boundary. 1 mile.	Decommission - Mechanized
1	4.17 Existing Road	Little used road bed- parallels FUTS Tunnel Springs. 0.29 miles.	Decommission - Hand
1	4.18 Existing Road	Connects to FUTS Tunnel Springs north of water tanks. 0.7 miles.	Decommission - Mechanized
1	4.19 Existing Road	Short road connection from ID 4.18 and the Pipeline Road. 0.17 miles.	Decommission - Mechanized
1	4.20 Existing Road	Prominent road between FUTS Tunnel Springs and FR 515. 1.65 miles.	Decommission - Mechanized
1	4.21 Existing Road	Light motorized use. dead ends twice in the southwest corner of the Mesa. 1.69 miles.	Decommission - Mechanized
1	4.22 Existing Road	Decommission to improve trail experience. 1.44 miles	Decommission - Mechanized
1	4.23 Existing Road	Eroded connection south of FR 515 on Forest Service land. 0.44 miles.	Decommission - Mechanized
1	4.24 Existing Road	Road bed connects to ID 4.23. 0.56 miles.	Decommission - Mechanized
1	4.25 Existing Road	Road enters OMNA lands west of ID 4.25. 0.66 miles.	Decommission - Mechanized
1	4.26 Existing Road	Road connection between FR 515 and ID 4.5. 0.27 miles.	Decommission - Mechanized
1	4.27 Existing Road	Motorized user created road, dead ends at a fire ring. 0.06 miles.	Decommission - Mechanized
1	4.28 Existing Road	User created road, ends at boundary fence to the north. 0.61 miles.	Decommission - Mechanized
1	4.29 Existing Road	Well established road bordering Section 7 on the west. 0.26 miles	Decommission - Mechanized
1	4.30 Existing Road	Well established road. 0.56 miles.	Decommission - Mechanized
1	4.32 Existing Road	Short road connection to private property. 0.02 miles.	Decommission to OMNA Boundary, repair fence - Mechanized
1	4.33 Existing Road	Short fall line road connecting to unauthorized trails. 0.08 miles.	Decommission to OMNA Boundary, repair fence - Mechanized

Long Term Planning

At this time, elements of this trail plan require additional conversations before funding and implementation can be pursued. The following map and tables detail the plan elements that will be pursued when the timing is more appropriate and implementation efforts can be sequenced accordingly.

The City of Flagstaff intends to re-new conversations with relevant jurisdictions to pursue the full intent of this plan when pertinent. The planning elements below are recorded for future approvals and implementation strategies.

Long Term Planning Map



City of Flagstaff, Coconino County, County of Yavapai, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Series ID	Long Term Description	Proposal
2.13 Access	Lower Mars Hill Road.	Formalize. Provides an additional access point near Thorpe Park.
2.14 Access	Mars Hill Road overlook.	Install 'No Trail Access' signage.
2.18 Access	Formalize access utilizing FUTS Santa Fe trail. Engineering will be required.	Existing underpass provides users access to OMNA without using FUTS Tunnel Springs. Provides loops/educational opportunities in the area. Subject to discussion with BSNF and their approval.
2.20 Access	Existing underpass is the closest OMNA access point to the proposed Railroad Spring trail head (APN: 11201001E). Formalize with	Subject to discussion with BSNF and their approval.
2.23 Access	Access near W Grand Canyon Ave. Little used, requires crossing private property.	Install 'No Trail Access' signage At Lowell property boundary.
3.11 Existing Unauthorized Trail	Short Connection from FUTS Mars Hill to road beds at the northeast corner of Section 17. 0.11 miles	Adopt as part of formal trail system with minor drainage improvements.
3.12 Existing Unauthorized Trail	Thorpe Park Mid Slope Traverse. Provides loop option from Thorpe Park with additional connection at Mars Hill Road. 0.52 miles.	Adopt. Subject to discussion with Parks & Rec Department and their approval. Maintain existing alignment.
3.13 Existing Unauthorized Trail	Redundant with ID 3.12 and provides no additional value to system. 0.08 miles.	Decommission. Install 'Trail Closed' sign, de-compact soil, full fill recovery.
3.14 Existing Unauthorized Trail	Steep, fall line trail with no ability to maintain for sustainability. 0.14 miles.	Decommission. Install 'Trail Closed' sign, de-compact soil, full fill recovery.
3.15 Existing Unauthorized Trail	Thorpe Mesa Access. Provides access to the top of the Mesa and Lowell Properties. 0.04 miles.	Adopt only the upper .04 miles to connect to trail 5.19.

Series ID	Long Term Description	Proposal
3.16 Existing Unauthorized Trail	Thorpe Park Mesa Crest. Additional loop with ID 3.12 for short hikes from Thorpe park. 0.28 miles.	Adopt. Establish consistent trail width, improve drainage, add way finding signage Decommission south of ID 3.18 junction.
3.18 Existing Unauthorized Trail	Thorpe Traverse Connector. Trail connection between ID 3.12 and 3.16. 0.16 miles.	Adopt. Reroute to reduce grades and improve switch back.
3.19 Existing Unauthorized Trail	Confusing network of social trails off Mars Hill Road at ID 2.14. 0.27 miles	Decommission - Hand
3.20 Existing Unauthorized Trail	Narrow and steep trail. .06 miles	Decommission - Hand
3.23 Existing Unauthorized Trail	Southeast Lowell Single Track. Provides road bed connections to enhance loops near Lowell Observatory. 0.26 miles.	Adopt. Minor drainage improvements needed. Reroute sections to establish drainage.
3.25 Existing Unauthorized Trail	Two short, user created cut off trails near access ID 2.15. 0.12 miles.	Decommission - Hand
3.26 Existing Unauthorized Trail	Trail descends steeply just west of Lower Coconino St. with minor features for bikes. 0.31 miles.	Decommission - Hand
3.27 Existing Unauthorized Trail	Narrow, little used trail traverses mid slope on the south side of Lowell properties, terminating at two locations on Lower Coconino St. on the east. 0.62 miles	Decommission end points and at junctions - Hand
3.28 Existing Unauthorized Trail	Southern Mesa Trail, Section 17. Provides a valuable trail with view sheds to the south. 0.59 miles.	Adopt. Minor drainage improvements and remove downed trees. Good alignment overall but minor reroutes needed to reduce grades.
3.29 Existing Unauthorized Trail	South Section 17 Connector. Provides enhanced loop opportunities from Lowell Observatory Mesa. 0.24 miles	Adopt. Realign to utilize nearby cross slopes to improve sustainability. Establish consistent 48" trail width with minimal obstacles, desirable tread features, improve drainage, add way finding and adaptive MTB signage.

Series ID	Long Term Description	Proposal
3.30 Existing Unauthorized Trail	Short connection linking 2 road beds and access to views to the south. 0.06 miles.	Adopt. Maintain for drainage improvements.
3.32 Existing Unauthorized Trail	Provides access to the trail system from Access ID 2.18 east of FUTS Tunnel Springs. 0.38 miles.	Decommission—Hand. Realign away from bottom of drainage and replace with trail 5.18
3.33 Existing Unauthorized Trail	Unsustainable trail with no connections identified for adoption. 0.40 miles	Decommission - Hand
3.34 Existing Unauthorized Trail	Southwest Loop, Section 17. Loops options to rejoin FUTS Tunnel Springs or access other trails. Remove 0.25 miles of trail to avoid important wildlife area. 0.43 miles.	Adopt. Well built and in good condition. 3 sections are steep but short, necessitating reroutes. Improve drainage throughout.
3.35 Existing Unauthorized Trail	Lower Tunnel Springs Connector. Provides access and loops from the bottom of FUTS Tunnel Springs. 0.49 miles.	Adopt the lower 0.23 miles to connect with recommended reroute of 3.34 to avoid wildlife area. Decommission 0.26 miles.
3.40 Existing Unauthorized Trail	Provides important connection at the west side of Section 17. 0.56 miles.	Adopt. Establish consistent 36" trail width with minimal obstacles, desirable tread features, add way finding and adaptive MTB signage. Frequent drainage needed throughout but in maintainable condition.
3.41 Existing Unauthorized Trail	Short connection between east-west roads, Section 17. 0.33 miles.	Adopt. 24 drains needed or small realignments within 100 ft. of trail to improve condition. Decommission short connection between east-west roads, Section 17.
3.42 Existing Unauthorized Trail	Short connection on Lowell properties, 0.14 miles.	Adopt. Reroute to establish on cross slopes. Establish consistent 36" trail width with minimal obstacles, desirable tread features, improve drainage, add way finding and adaptive MTB signage.
4.6 Existing Road	Road parallels FUTS Mars Hill on the north side of Section 17 for loops from the Observatory and Thorpe Park. 1.07 miles.	Sign and Maintain for passive recreation and adaptive MTB use. Remove large obstacles, improve drainage.

Series ID	Long Term Description	Proposal
4.7 Existing Road	Northeast corner of Section 17, connects FUTS Mars Hill to the Observatory. 0.46 miles.	Sign and Maintain for passive recreation and adaptive MTB use, south segment.
4.8 Existing Road	Provides loops for Thorpe Park trails, Lowell Observatory and FUTS Mars Hill. 0.31 miles.	Sign and Maintain for passive recreation and adaptive MTB use. Remove large obstacles and improve drainage.
4.9 Existing Road	Looping road from the new proposed parking at Lowell Observatory. 1.41 miles.	Sign and Maintain for passive recreation and adaptive MTB use. Remove large obstacles and improve drainage.
4.10 Existing Road	Valuable connection from the Observatory to the downtown view point. 0.29 miles.	Sign and Maintain for passive recreation and adaptive MTB use. Remove large obstacles and improve drainage.
4.11 Existing Road	Loop creation and connects the Observatory to Lower W Coconino St. 0.83 miles.	Sign and Maintain for passive recreation and adaptive MTB use. Remove large obstacles and improve drainage.
4.12 Existing Road	Short connection from the Observatory - south. 0.2 miles.	Sign and Maintain for passive recreation and adaptive MTB use. Remove large obstacles and improve drainage.
4.13 Existing Road	Connects to system from the Observatory to the southwest. 0.17 miles.	Sign and Maintain for passive recreation and adaptive MTB use. Remove large obstacles and improve drainage.
4.14 Existing Road	Connects single track for adoption to the interior of Section 17. 0.7 miles.	Sign and Maintain for passive recreation and adaptive MTB use. Remove large obstacles and improve drainage.
4.15 Existing Road	Short connection from Section 17 to FUTS Mars Hill. 0.3 miles.	Sign and Maintain for passive recreation and adaptive MTB use. Remove large obstacles and improve drainage.
4.35 Existing Road	Short, forked road segment from existing trail access, Lowell Observatory. 0.09 miles.	Decommission - Mechanized
4.36 Existing Road	Road parallels ID 4.9. 0.47 miles.	Decommission - Mechanized
4.37 Existing Road	Southern Section 17. 0.53 miles.	Decommission - Mechanized
4.38 Existing Road	Northwest corner of Section 17. 0.20 miles.	Decommission - Mechanized

Series ID	Long Term Description	Proposal
4.39 Existing Road	Looping road segment, redundant to proposed trail system. 0.97 miles.	Decommission - Mechanized
4.40 Existing Road	Southwest corner of Lowell properties. 0.41 miles.	Sign and Maintain for passive recreation and adaptive MTB use. Remove large obstacles and improve drainage.
5.14 New Trail	Short Connector trail east of the FUTS Tunnel Springs underpass, 0.11 miles.	Subject to discussion with BSNF and their approval.
5.15 ADA Trail	Accessible trail from Lowell visitor center, provides educational opportunities. 0.28 miles.	Construct FUTS style, soft surface trail to ADA guidelines with educational panels.
5.16 ADA Trail	Accessible trail , longer loop connecting to ID 5.15. 0.54 miles.	Construct FUTS style, soft surface trail to ADA guidelines with educational panels.
5.17 New Trail	Short re-route of trail 3.34 to reduce grades on Section 17. 0.15 miles.	Moderate construction intensity—Hand
5.18 New Trail	Sustainable re-route of trail 3.32. 0.58 miles.	Moderate construction intensity—mechanized
5.19 New Trail	Re-route of trail 3.15. 0.2 miles	Moderate construction intensity close to town for volunteer events.
5.20 New Trail	Short Connector trail west of the FUTS Tunnel Springs underpass, 0.17 miles.	Subject to discussion with BSNF and their approval.
5.22 Planned FUTS trail	Proposed Lowell Trail.	Future discussions with the FUTS program for implementation.
5.23 Planned FUTS trail	Proposed FUTS Mars Hill reroute.	Future discussions with the FUTS program for implementation.

Appendix A: Current Conditions– Greater Observatory Mesa

This section of the plan describes and displays the existing conditions in the Greater Observatory Mesa Area (GOMA), including existing roads, trails, trail heads, parking areas and signage. Some of the trails, roads, and parking areas are authorized uses and some are unauthorized and are therefore proposed to be either naturalized or adopted into the formal trail network. The map below summarizes these existing conditions.

Summary of Existing Trails

The Greater Observatory Mesa Area serves as local access to nature for the Railroad Springs, West Village, Flagstaff Mesa, Flagstaff Townsite, Westridge, Ridge Crest, Anasazi Ridge, and Cheshire neighborhoods. Subsequently, the area receives substantial recreational use due to its proximity to these neighborhoods and the downtown area. Additionally, the site is heavily used by the broader Flagstaff community. As a result, the area shows the effects of un-managed recreation and public use, including visible signs of deterioration and degradation, such as a proliferation in user-created trails, off-road vehicle damage, and trail width expansion.

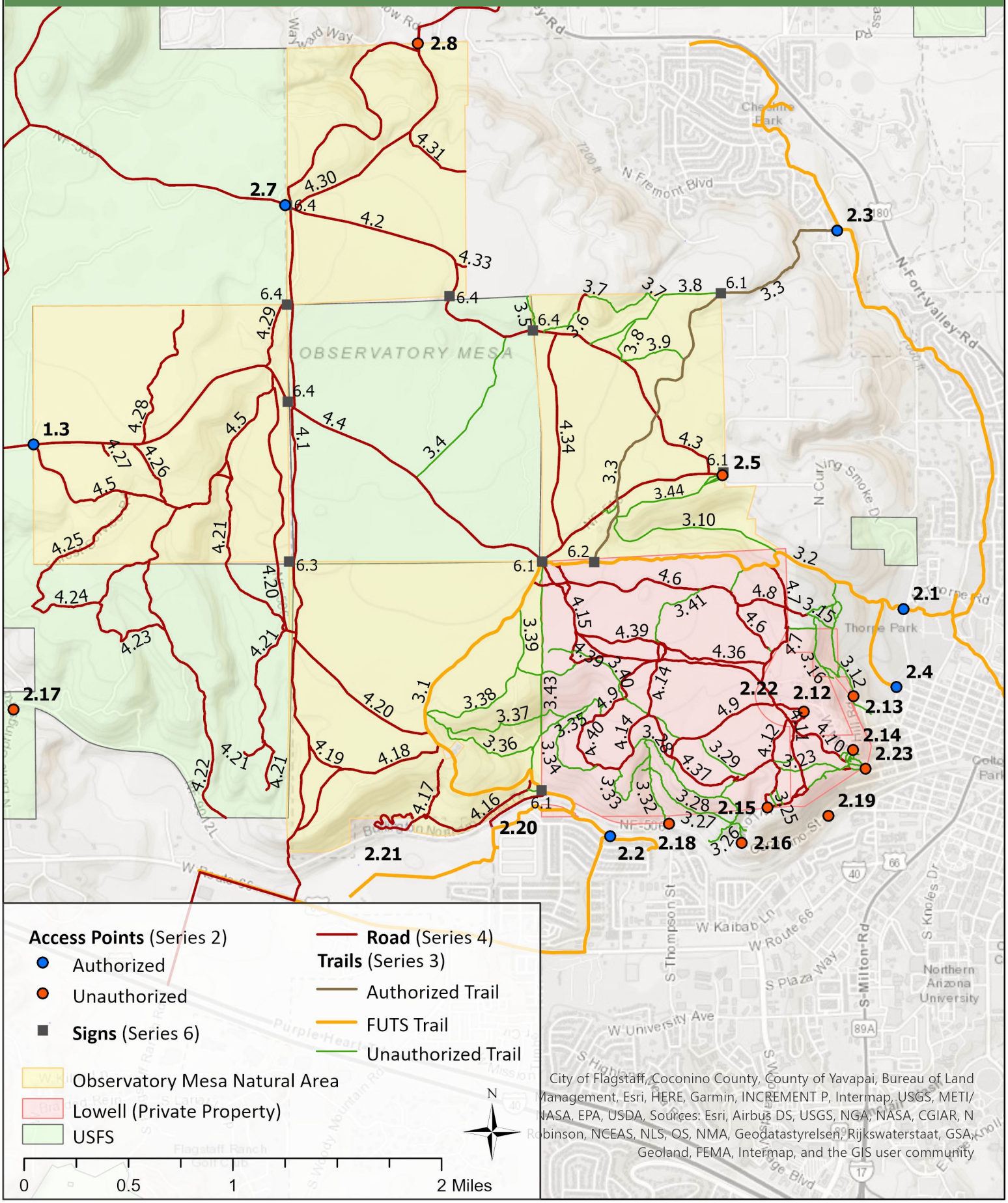
Currently three designated authorized trails (5.8 miles) provide some access to the GOMA. However, a 2019-2021 comprehensive survey of the area identified approximately 15 miles of user-created unauthorized trails. This network of illegal trails, created from the desire for recreational opportunities, can be highly impactful to sensitive resources and confuse users.

The current designated trail system provides minimal access to only two out of the four sections owned by the City, and minimal access to Lowell Observatory's private property. The existing designated trails will require some repair and maintenance, as portions of the trail system have seen trail widening and braiding due to user intensity and weather events. Overall, existing formal trails are mostly adequate when considering condition and alignment, and are important to remain.

Table & Map Series ID Labels Explained	
1	Existing Parking Areas
2	Non-Motorized Access Points
3	Existing Trails
4	Existing Roads
5	Proposed Trail Alignments
6	Existing Signage

ID 3.10: A well built but unauthorized trail connects the Loop trail to the Mars Hill FUTS segment. This trail is labeled for adoption on the Proposed Trail System map.

Current Conditions– Greater Observatory Mesa



B. Existing Parking

Existing authorized parking is limited for the GOMA. The parking lot at the Thorpe Park ball fields currently provides the only formal public parking area to access the mesa. This de-facto trailhead is well suited to access the FUTS Mars Hill trail segment but lacks appropriate trail and way finding information for users. Though the Joe C. Montoya Community & Senior Center parking area is not identified as a formal parking lot, it provides some supplementary parking and access. Lowell Observatory has continued to allow the community to park near their visitor center on private property, though no formal trail access is available there either. In addition, two unauthorized parking locations are being utilized.

Series ID	Parking Status	Description/Location	Condition
1.1	Authorized Trailhead	Thorpe Park ball field parking lot located on N Thorpe Rd, Flagstaff.	Adequate parking to accommodate users difficult during events.
1.2	Authorized Trailhead	Joe C. Montoya Community & Senior Center (245 N Thorpe Rd, Flagstaff). Serves the senior center and tennis courts and provides some parking for trail users.	No needs identified.
1.3	Unauthorized Parking	West Forest Road 515 access to OMNA. Users are parking near regulation sign just inside the boundary of OMNA.	Parking is taking place on vegetation.
1.4	Unauthorized Parking	East Forest Road 515 and N. Westridge Road, a private road with no public access.	Users often block OMNA gate and access via a private road.

ID 1.4 & 2.5: Unauthorized access on N Westridge Road. Trail users often park in from of the gate blocking emergency access to the Mesa.

C. Existing Non-Motorized Access Points

Six authorized access points provide non-motorized admittance. Two of these points have parking available, Mars Hill and Thorpe Park. Some residents of nearby neighborhoods, including Railroad Springs, West Village, Flagstaff Mesa, Flagstaff Townsite, Westridge, Ridge Crest, Anasazi Ridge, and Cheshire, are within a 10-minute walkable distance (1/4 mile or less) to one of these access points.

Series ID	Access Status	Description/Location	Condition
2.1	Authorized	Mars Hill FUTS pedestrian access. N Thorpe Rd, Flagstaff. Near the Thorpe Park ball field parking lot.	Needs directional routing and signage.
2.2	Authorized	Tunnel Spring FUTS pedestrian access. Located in the Railroad Springs neighborhood (Railroad Spring Blvd. & Adirondack Ave., Flagstaff).	Good condition. No needs identified.
2.3	Authorized	Flagstaff Loop Trail pedestrian access. Located near the Anasazi Ridge neighborhood (N Tillie Ln., Flagstaff).	Good condition. Installing a trail kiosk recommended.
2.4	Authorized	Mars Hill FUTS pedestrian access, behind the Joe C. Montoya Community & Senior Center. (245 N Thorpe Rd, Flagstaff).	Needs directional routing and signage.
2.5	Unauthorized	Flagstaff Loop Trail pedestrian access via east Forest Service Road 515. (N. Westridge Road Flagstaff).	Install ‘no public trail access’ signage at the base of Kinlani Road.

ID 1.3: Guidance displayed on this sign prohibit motorized used on OMNA lands but signage language does not explicitly prohibit this use.

D. Existing Trails

Accessible Trail Review: The three existing formal trails do not meet the requirements outlined by the Americans with Disabilities Act (ADA) guidelines, nor does the parking facility at Thorpe Park allow people with mobility impairments access to existing trails. ADA accessibility limitations are due to extended linear grades that exceed accessible design guidelines and exclude them from consideration. “When extreme or numerous conditions for exceptions make it impracticable to construct a trail that complies with the technical requirements, the entire trail can be exempted from complying with the technical requirements.” (Access Board, 2014, Exceptions 1 & 2).

The following trail segments were recorded during the 2021 field season, additional user created trails are likely on the current landscape.

Series ID	Trail Status	Description/Location	Condition
3.1	Authorized	Tunnel Springs segment FUTS segment. 2.4 miles.	Overall good condition, some erosion needs to be addressed.
3.2	Authorized	Mars Hill FUTS segment. 1.4 miles.	Overall good condition, some erosion needs to be addressed.
3.3	Authorized	Flagstaff Loop Trail. 2 miles.	Routine trail maintenance recommended. Erosion damage east of OMNA boundary needs rock armoring at 2 sites.
3.4	Unauthorized	Connector trail partially located on an old road bed. USFS land, Section 7. 0.68 miles.	Narrow, lacks drainage and does not utilize cross slopes.
3.5	Unauthorized	User created trail connects Matson Tanks to private property to the north. 0.15 miles	Poorly aligned on the fall line with no drainage.
3.6	Unauthorized	User created trail in drainage. Connects to road bed and private property to the north. 0.17 miles.	Poor alignment and narrow. Little used.
3.7	Unauthorized	User created trail begins and ends at private property fences. 0.37 miles.	Does not benefit public trail use. Poorly aligned in drainage with moderate soil excavation.
3.8	Unauthorized	User created trail connecting the Loop Trail with FR 515. 0.58 miles.	Narrow and lacks drainage. Little damage from erosion.

Series ID	Trail Status	Description/Location	Condition
3.9	Unauthorized	Single track on or parallels road bed. 0.27 miles.	Fall line alignment with no drainage.
3.10	Unauthorized	Known as the 'Thorpe Gully', partially constructed single track on the hillside, partial road bed. Parallels FUTS Mars Hill trail. 0.75 miles.	Single track is well constructed but needs more drainage. Provides a short loop and disperses use away from the FUTS.
3.11	Unauthorized	Short connection with FUTS Mars Hill south to Lowell. single track. 0.11 miles.	24" tread width, good condition buts needs additional drainage.
3.12	Unauthorized	Traversing trail above Thorpe Park, connecting Mars Hill Rd with FUTS Mars Hill. Well built and ranges in width from 24 - 48". 0.52 miles.	Sustainable alignment and opportunities from Thorpe Park. Recommend widening north section for consistent width and more drainage. Signage and connections to Thorpe Park needed.
3.13	Unauthorized	Short, redundant trail. North half is road bed, south half is single track. 0.08 miles.	Redundant alignment to ID 3.12.
3.14	Unauthorized	Steep single track provided access to Lowell from Thorpe Park. 0.14 miles.	Poorly aligned on steep fall line with no drainage. Redundant.
3.15	Unauthorized	Provides same connection as ID 3.14. 0.13 miles.	Steep and on the fall line. Extensive reroute needed to provide valuable connection.
3.16	Unauthorized	Parallels ID 3.12. Creates additional loops near Thorpe Park. 0.28 miles.	Narrow, 18" tread. Good construction. Minor reroutes and more drainage needed.
3.17	Unauthorized	User created trail. Narrow and	Lack drainage, redundant.
3.18	Unauthorized	Connects upper and lower traversing trails above Thorpe Park .	Steep, narrow, little used. Reroutes needed.
3.19	Unauthorized	A maze of social trails from the overlook on Mars Hill Rd, accessing a rock feature in the drainage and road beds on the mesa. 0.27 miles.	Confusing network with no clear destination. A formal trail to the 'waterfall' can be established to limit impact.

Series ID	Trail Status	Description/Location	Condition
3.20	Unauthorized	Narrow and steep trail connecting Lowell properties with W Grand Canyon Ave. 0.06 miles.	Little used, crosses private property to access Lowell properties.
3.21	Unauthorized	Narrow and steep, Parallels ID 3.21. 0.08 miles.	Little used, crosses private property to access Lowell properties.
3.22	Unauthorized	Single track at eastern edge of Mesa. Accessed from Lowell Observatory or the Mars Hill Rd. overlook. 0.26 miles.	Provides quality viewpoint of downtown. Better trail definition and established overlook recommended. Trail needs consistent width and 20 drains but is in good condition.
3.23	Unauthorized	User created trail connecting the east edge of the Mesa with interior road beds. 0.26 miles.	Little used and narrow, aligned mostly on cross slopes or on the flats. Minor reroutes to improve drainage and tread width needed.
3.24	Unauthorized	User created single track connects road beds on Lowell properties.	18-24". Good condition.
3.25	Unauthorized	Two narrow trails cut off road bed trails near the access point on Lower Coconino St. 0.12 miles.	Little used, but redundant.
3.26	Unauthorized	Trail descends steeply just west of Lower Coconino St. 0.31 miles.	Steep fall line trail with minor constructed features for bikes. Poorly aligned.
3.27	Unauthorized	Narrow, little used trail traverses mid slope on the south side of Lowell properties, terminating at Lower Coconino St. on the east. 0.59 miles.	Likely a wildlife trail originally, evidence of limited human use.
3.28	Unauthorized	Single track trail along rim of Mesa, south side of Lowell properties. 0.59 miles.	Good alignment and in decent condition. Minor reroutes and drainage improvements needed.
3.29	Unauthorized	Single track connection between road beds, south central zone of Lowell properties. 0.24 miles.	Half the trail is a 6" deep rut. Does not use cross slope. Reroute to align on hill side.

Series ID	Trail Status	Description/Location	Condition
3.30	Unauthorized	Short connection linking 2 road beds and views to the south. 0.06 miles.	Good condition, but needs 6 drains.
3.31	Unauthorized	Provides valuable connection between roads. 0.14 miles.	No cross slope and fall line alignment, reroute for drainage.
3.32	Unauthorized	Constructed single track aligned in drainage. Connects top of mesa with rail-road access road. 0.38 miles.	Enjoyable but short trail. Aligned in the bottom of the drainage but well built.
3.33	Unauthorized	Eastern third of trail is bench cut, northwestern section is seldom used. 0.4 miles.	Potential as a valuable trail. Awkward western junction needs substantial reroute.
3.34	Unauthorized	Traversing single track around the southwest edge of Lowell properties. 0.43 miles.	Well built and in good condition. 3 sections are steep but short.
3.35	Unauthorized	Bottom of trail connects to FUTS Tunnel Springs. Aligned in and near a drainage. 0.49 miles.	Well constructed and only needs minor drainage improvements.
3.36	Unauthorized	Constructed trail uses drainage near FUTS Tunnel Springs. 0.43 miles.	Trail aligned near the bottom of drainage.
3.37	Unauthorized	Recently constructed traversing trail connecting FUTS Tunnel Springs with ID 3.35. 0.64 miles.	Narrow trail, traverses before losing elevation quickly.
3.38	Unauthorized	User created trail descends from the northwest corner of Section 17 to meet FUTS Tunnel Springs. 1.04 miles.	Poorly aligned trail follows fence line then meanders through a meadow, contributes thistle spread.
3.39	Unauthorized	Aligned on an old road bed, near the Mars Hill/Tunnel Springs junction. Short connection.	Fall line alignment in a meadow.
3.40	Unauthorized	User created single track that uses terrain for drainage. 0.67 miles.	In good shape overall, but needs improved drainage.
3.41	Unauthorized	User created trail connects east-west road beds in Section 17.	24 drains or small re-alignments within 100 ft. of trail needed.
3.42	Unauthorized	Short connection near south edge of Section 17. 0.14 miles.	6" deep rut, difficult to drain.

E. Existing Road Beds

Within the OMNA and Lowell Observatory's private property, 35.31 miles of recreation opportunities are placed on old roadbeds or utilize portions of old roadbeds that allow users to create loops and extend their experience. From a planning perspective, roadbeds act as connections to other trail use opportunities, but do not necessarily provide high-quality experiences. Roadbeds often have straight alignments and do not provide changing view sheds nor an intimate connection with the natural world. Current roadbeds do provide land managers access for maintenance and ensure wildland fire personnel access to manage forests and fight potential forest fires.

Roadbeds throughout the GOMA trail area are proposed for either adoption or decommissioning in this report. The Forest Service holds easements for several roads on the OMNA property, many of which have been closed to public motorized use as part of the Travel Management Rule (TMR) process. Due to resource constraints, these “closed” roads are not signed or physically blocked off, and visitors are required to reference an updated Travel Management Map to know if roads are open or closed to public use. Decommissioning closed Forest Service roads by physically blocking them generally requires approval through the National Environmental Policy Act planning process of the Coconino National Forest. This process is not necessary for decommissioning roads not included in the Forest Service network. Based on the 2011 Coconino National Forest Travel Management decision, motorized retrieval of big game is limited to Forest Service roads that are designated as “open” under the Travel Management Rule. Motorized cross-country travel to retrieve game is expressly prohibited under the Arizona Game and Fish Department hunting regulations.

Un-managed public use has resulted in a maze of unofficial roads that are often unnecessary and lead to dead ends. Some of these are causing erosion, degrading habitat, and facilitating illegal dumping. Parameters of the conservation easement for OMNA limit public use to activities that do not materially degrade the property’s conservation values. Therefore, this proposal’s content focuses only on providing passive recreational benefits within OMNA and neighboring lands to support the preservation of the natural environment. The conservation easement held by Arizona State Parks for the OMNA permits no more than 20 acres total to be developed.

ID 4.7 (north end): Junction with FUTS Mars Hill on Lowell property is well located to create loops from Thorpe Park.

ID	Description/Location	Condition
4.1	North-south road running the length of the Mesa for pipeline maintenance.	Steep in some locations with erosion damage and abundant loose rocks.
4.2	FR 506. Primary road on north side of Mesa. Connects lands to the west with interior.	Road is in good shape, one of the main contributors to motorized use on OMNA.
4.3	FR 515a. Access to the Mesa from N Westridge Rd. access and parking.	Traveled by non motorized users to access Watson Tank.
4.4	FR 515. Traverses Mesa from the west boundary to N Westridge Rd.	Mostly in good condition, some erosion and wide sections.
4.5	Creates loop for trail users at the west boundary of Section 7 to interior of the mesa.	Will benefit from improved drainage along fall line and steep sections of road bed.
4.6	East-west traverse, north zone of Section 17. Provides separation from FUTS Mars Hill.	In good shape but will benefit from frequent drainage.
4.7	Road connects FUTS Mars Hill to the planned Lowell Observatory facilities.	In good shape but will benefit from frequent drainage.
4.8	East-west road connecting trails at Thorpe Park with the north central area of Section 17.	Fall line alignment needs frequent drainage and narrowing.
4.9	Loop road system in the interior of Section 17.	Frequent drainage needed.
4.10	Road connects Lowell Observatory parking area with a view point of downtown.	Mostly in good shape, will benefit from improved drainage.
4.11	Road south- Lowell parking to Lower Coconino St.	In good shape, improved drainage needed.
4.12	Creates a loop with ID 4.11 from Lowell parking to Lower Coconino St.	Mostly in good shape, will benefit from improved drainage.
4.13	East-west road in south of Section 17.	Steep areas need frequent drainage.
4.14	North-south road connecting the southern rim of the Mesa with the interior of Section 17.	In good shape, will benefit from improved drainage.
4.15	North-south road at the northwest corner of Section 17. Connects to FUTS Mars Hill.	In good shape, needs improved drainage.

F. Existing Signage There is minimal signage supporting the 5.8 miles of formal trail, primarily posted at previous vehicle entry points to prevent illegal use. See Current Conditions map, page 11.

- 6.1 Regulation/Recreational signs - posted at main access points to educate the public about site regulations and recreational opportunities.
- 6.2 Directional Indicators – posted along trails to assist users to stay on designated trails.
- 6.3 Boundary signs – posted along the Observatory Mesa Natural Area to notify users of entering a protected area with regulations to deter illegal use and facilitate enforcement.
- 6.4 Motorized Vehicles Prohibited – posted at historic vehicle access points to deter illegal use and facilitate enforcement.

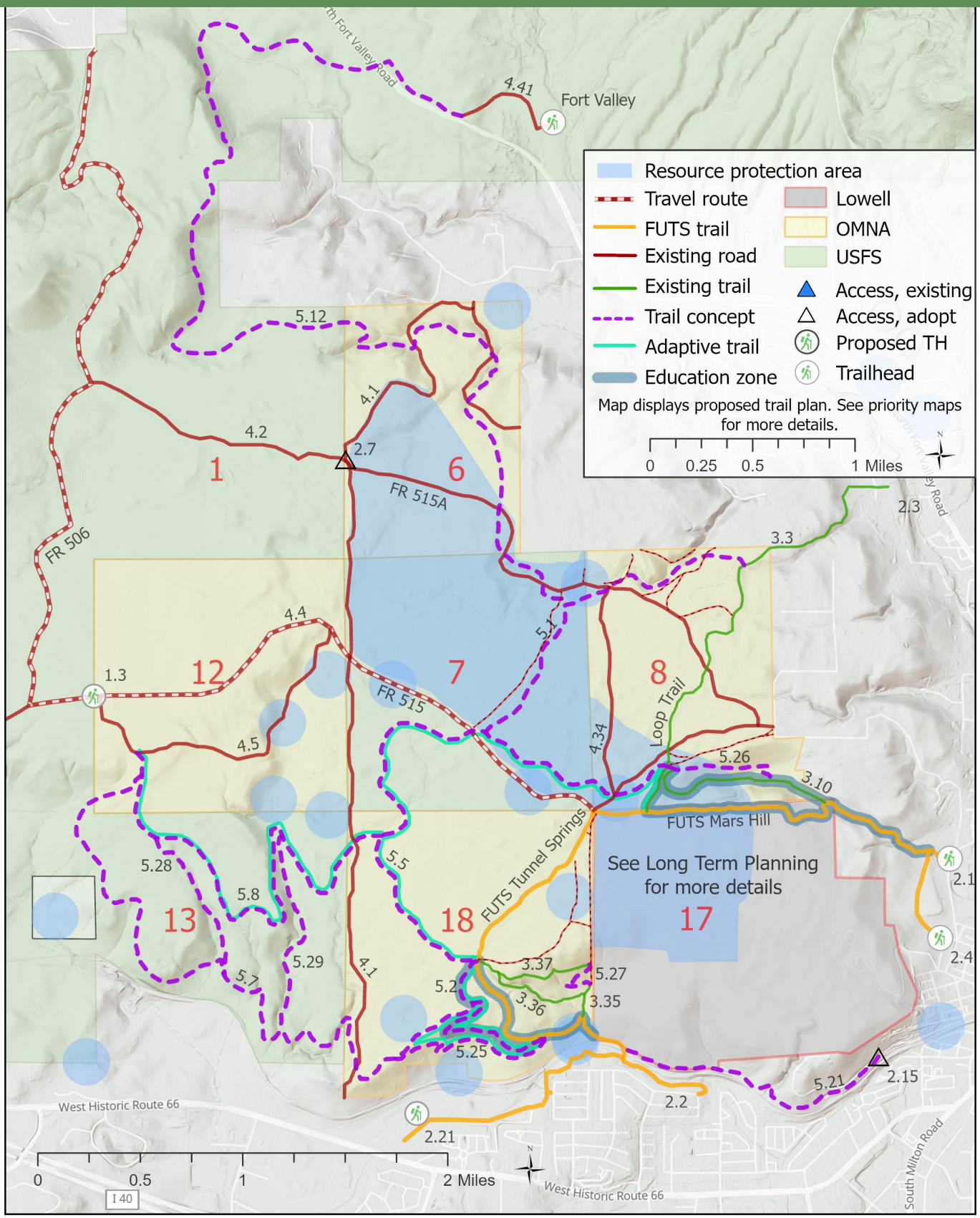
Appendix B: Development of the Trail Plan

The purpose of the City's purchase of Observatory Mesa Natural Area and the directive outlined in the Arizona State Parks' held conservation easement is to assure that the Property will be retained forever in predominantly the condition reflected in the baseline documentation when the Property was purchased. This directive is to prevent any use of the Property that will significantly impair or interfere with conservation values. The conservation easement confines the use of the Property to passive recreation compatible with the maintenance of the Property's conservation values. OMNA is restricted from development that would exceed 20 acres total. Any proposed work must be approved by Arizona State Parks before implementation. Rights reserved in the conservation easement, include the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited and are not inconsistent with the purpose of the easement. This includes the right to engage in and permit engagement in recreational uses of the Property, including hiking, horseback riding, cycling, and other forms of passive recreation, and the ability to engage in and permit others to engage in educational and scientific study activities.

These directives were closely considered during the development of this proposal and recommendations were developed to balance preservation and recreation. This plan applies a 1,320-foot buffer around springs, a 250 foot buffer around stock tanks, a 500 foot buffer around all archaeological areas (sites and isolated occurrences), general avoidance of the Northern Goshawk post fledgling area, and general avoidance of the Woody Ridge wildlife corridor. The following topics were considered during the development of this proposal to prevent or limit impact.

ID 3.28. User created trail, south side of Lowell Private Properties.

Resource Protection & Trail Concepts



i. Ecological Summary

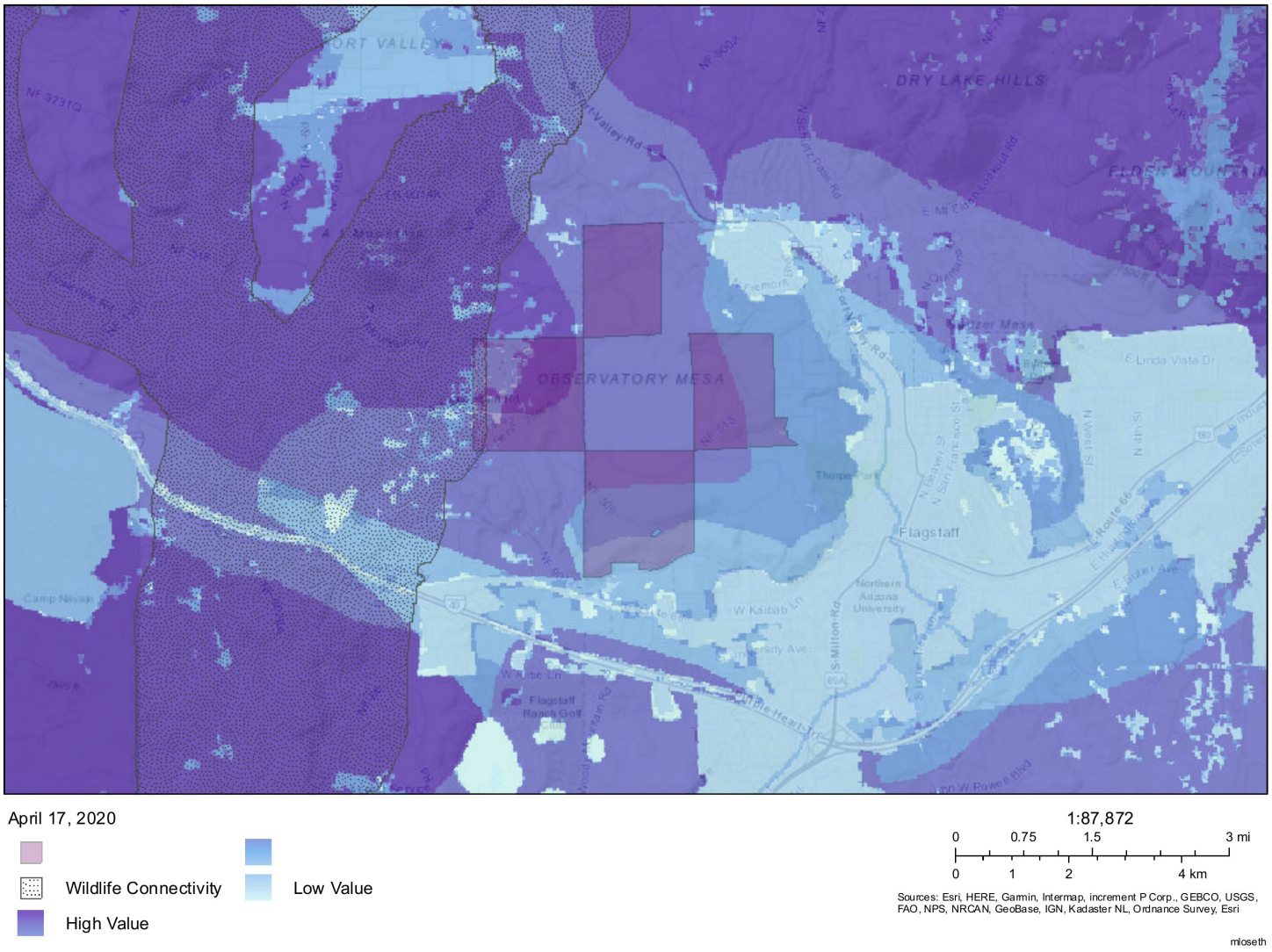
Geographically, the Observatory Mesa land form is located on the Coconino Plateau within the San Francisco Volcanic Field. Ranging in elevation from 7,050 to 7,560 feet, it is defined by moderately steep slopes rising from the surrounding area and capped by a relatively flat plateau.

The over-story of Observatory Mesa is comprised primarily of Ponderosa pine, with small pockets of Gambel oak. During a recent field inventory, a small number of Douglas fir trees were also identified on north-facing slopes. The under-story shrubs and grasses are mostly composed of: Arizona rose, Arizona fescue, mountain muhly, western wheat grass, blue grama, squirrel tail, silver lupine, and Rocky Mountain iris (CFOSP,2017,p. 73). Despite the absence of perennial streams, Observatory Mesa has a variety of springs, seeps and drainages that make it important to the Rio de Flag watershed (CFOSP,2017, p.67). Seasonally available water sources within the OMNA support a variety of seasonal and year-round species.

The location, water sources, and vegetative biodiversity of Observatory Mesa provide for a variety of wildlife habitats and "provide essential resources for diverse wildlife, including: elk, mule deer, pronghorn, grey fox, several species of squirrels, chipmunks and other small mammals, porcupine, mountain lion, black bear, various species of bats, turkey, raptors including red-tailed hawk, sharp-shinned hawk, and several owls, migratory and resident songbirds, and reptiles and amphibians such as chorus frogs and short-horned lizards"(CFOSP,2017,p.81). The undeveloped lands along the western portion of Section 12 of OMNA and beyond are considered an important wildlife corridor connecting habitat on the San Francisco Peaks with lands along the Mogollon Rim to the south. Known as the Woody Ridge corridor, the area provides numerous species with access to seasonally available resources throughout the year. The Arizona Game and Fish Department's Species and Habitat Conservation Guide identifies the majority of Section 12 as "the highest wildlife conservation potential" (Arizona Game and Fish Department, 2012, p.50) due to its proximity to the Woody Ridge wildlife corridor. The corridor frames the Mesa to the west and provides habitat for special status species, including Northern goshawk, Mexican spotted owl, and bald eagle and are known to utilize the Mesa during their life span (CFOSP,2017, p.67).

i. Ecological Summary

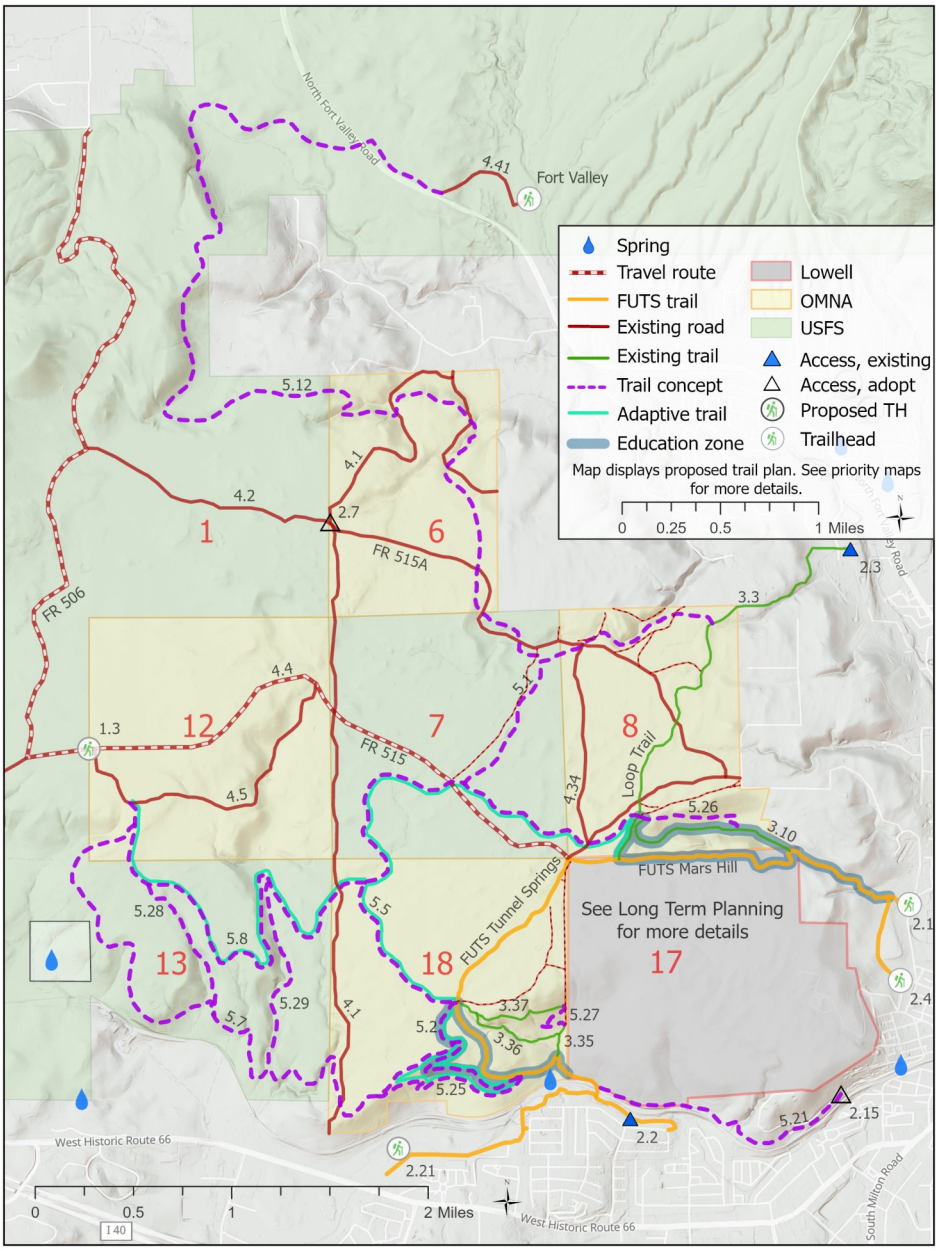
Wildlife Corridor & Habitat Value



Wildlife Corridors and Habitat Value of Observatory Mesa Natural Area (shown in purple) and surrounding area. Map courtesy of Arizona Game and Fish Department's Online Environmental Review Tool: https://azhgis2.esri.com/

ii. Sensitive Watersheds and Springs

There are several significant first order ephemeral streams/drainages which flow to the north and west into the Rio de Flag, and to the south into Clay wash which flow directly into the Rio de Flag. Two intermittent streams in Section 6 are tributaries of the Rio de Flag. Another intermittent stream in the northeast quarter of Section 8 flows to the east into the Rio de Flag. Section 12 has three intermittent streams, one of which feeds into Belle Spring in the adjacent Forest Service section. Section 18 has an intermittent stream that originates from Tunnel Spring. Sections 6 and 8 also contain ephemeral water sources that feed Matson Tank on the adjacent Forest Service section. These intermittent streams make Observatory Mesa Natural Area an important component of the Rio de Flag watershed. Watersheds support habitat for plants and animals with a greater variety of vegetation. Efforts to avoid watersheds were deliberate.



iii. Sensitive Species

Northern Goshawk Habitat

Observatory Mesa is ideal habitat for the northern goshawks, which rely on habitats composed of tall, old-growth trees with intermediate to heavy canopy coverage (often more than 40%) and minimal density of undergrowth. In 1993, a post fledgling area (PFA) was identified by the Forest Service. The PFA spans across City, Forest Service, and Lowell Observatory properties. In 2016, the Forest Service located two northern goshawk nest trees in Section 6 of the Natural Area. Though a PFA has not been formally identified, the drainage area was deferred from the mechanical cutting area to protect the sensitive species.

Post-fledgling areas (PFA) are typically 600 acre areas surrounding a nesting site, that are used by young goshawks before being independent of parents. Northern goshawks are protected under the Migratory Bird Treaty Act and are listed as “Species of Concern” (CFOSP,2017, p.83). In North America, several non-governmental conservation organizations petitioned the Department of Interior, United States Fish and Wildlife (1991 & 1997), to list the goshawk as “threatened” or “endangered” under the authority of the Endangered Species Act. Both petitions argued for listing due to historic and ongoing nesting habitat loss, specifically the loss of old-growth and mature forest stands throughout the goshawk’s known range. The northern goshawk is also listed in Appendix II of the Convention on International Trade in Endangered Species.

Research indicates that high levels of noise often causes nesting failure during the critical incubation stage. Arizona studies show that nests within 50 to 100 m (160 to 330 ft) of active logging failed. Other noisy activity, such as camping, can cause nest failure. To avoid disrupting the northern goshawk trail alignments are limited in the PFA boundary and avoid all nest stands to reduce human interaction. In addition, mechanized or hand construction of trails in the PFA area will avoided during breeding season; March 1 - September 30, to reduce loud noises that may disrupt natural behavior (CFOSP,2017, p.83).

Bat Species Habitat

Six sensitive bat species have been identified within a 5-mile radius of Observatory Mesa, requiring habitat consideration. Bats tend to roost in snags, tree cavities, downed logs, or rock piles. Bats generally forage along forest edges, forest roads, trails, or natural openings, Additionally, they prefer a heterogeneous forest structure, and rely on clean, pooled, open bodies of fresh water as their water source. Trail alignments avoid water sources and will limit disruption to snags and downed woody debris.

iv. Cultural Resources

In 2013, the city of Flagstaff worked with Cornerstone Environmental Consulting, LLC to complete a cultural resource survey for OMNA. One site from the Formative Period (A.D.400-1542) was identified and contains a moderate density of prehistoric flaked stone. During this time, the Sinagua people occupied arable soils near the upper Rio de Flag along the northeastern edge of Observatory Mesa (Edwards et al,2013, p.5). The survey relocated two previously recorded sites (neither recommended for National Register), and discovered four additional sites, and twenty isolated occurrences (all ineligible for National Register of Historic Places). The survey also identified 25 historic resources. Sites are predominantly euro-American refuse scatters from 1915-1955. The expansion of ranching and logging followed the arrival of the railroad. According to the Coconino National Forest, Observatory Mesa was logged between 1926 and 1928, but similarly to many adjacent areas, was likely logged prior to 1900 as well. The Mesa was also used for grazing during this period, and artifacts near Tunnel Spring show evidence of ranching during the 1930's and 1940's (Edwards et al.,2013, p.10).

Cultural resource protection has been carefully considered. Regardless of resources at each site or occurrence, a 500-foot buffer was established around all archaeological areas within OMNA. The Forest Service has conducted a preliminary review of trail alignments on the Coconino and have not come across any concerns. Archeological surveys and clearances of the proposed trail corridor would be obtained prior to ground disturbing activities. State Historic Preservation Office review and approval would be necessary before implementation. The scope of archaeological support services for this project would include (1) pre-work consultation with the Arizona State Historic Preservation Office (SHPO); (2) field assessment of the trail work proposed within the boundaries of and within 50 feet of the project area's archaeological sites; (3) documenting any archaeological materials within the trail right-of-ways and marking any areas for avoidance from ground disturbance; (4) conduct post-treatment inspections for the trail work occurring within and adjacent to sites; and (5) prepare a brief technical memorandum for submittal to the City and SHPO.

v. Arizona State Parks and Trails Conservation Easement

In accordance with the conservation easement held by Arizona State Parks, no more than 20 acres total may be eligible for alteration or development and no changes may be made to the parcel that would seriously or negatively affect its conservation values. This proposal identifies 7.865 acres of OMNA for trail development within the Natural Area boundary, approximately 39% of the total available 20 acres.

Project	Acres
Forest Restoration and Thinning Projects (EXEMPT)	1,255
Rain Gauge	0.25
Westridge Gate	0.05
Matson Gate	0.05
Kiosks (4)	0.10
Dog Waste Bag Dispenser	0.05
Existing Trails (includes FUTS and Loop Trail on OMNA lands)	2.14
TOTAL APPROXIMATE ACREAGE CURRENTLY DEVELOPED	**2.415**
Proposed Trail Installation & Adoption	3.63
Proposed Supporting Infrastructure (5 kiosks (0.2/sign), 4 cultural protection (.01/sign), 5 non-motorized (.01/sign), ~ 15 trail markers (.01/sign), 14 interpretive (.02/sign), 5 temporary notice boards (.02/sign)).	0.72
Proposed Parking area at West Boundary	1
CURRENT & PROPOSED ACREAGE DEVELOPED AT 100% IMPLEMENTATION	**7.865**
APPROXIMATE REMAINING ACREAGE WITH TRAIL SYSTEM AT 100% IMPLEMENTATION	*12.135*

Arizona State Park grant funds were utilized to purchase Observatory Mesa Natural Area. The grant agreement bestowed Arizona State Parks a conservation easement over the Property that requires the acreage to be retained forever in predominantly the condition reflected in the baseline documentation when it was purchased. The conservation easement also necessitates the right to engage in, or permit or invite others to engage in all uses of the Property that are not expressly prohibited and are not inconsistent with the easement's purpose. The easement includes the right to engage in and permit engagement in recreational uses of the Property, including hiking, horseback riding, other forms of passive recreation, and the ability to engage in and permit others to engage in educational and scientific study activities.

vi. City of Flagstaff Open Space Program Directives

The Flagstaff Open Space Section's Management Plan for Legally-Designated Open Space properties contains detailed recommendations for proper management of OMNA. There are 5 overarching management goals for legally-designated open space properties:

1. To maintain, restore, and enhance the natural ecosystem processes of these properties, including watershed health (including intermittent streams), forest structure, native plant communities, and rare habitat types.
2. To protect cultural resources present within these properties.
3. To maintain and protect diverse and healthy wildlife populations.
4. To provide opportunities for public use of these properties through passive recreational use, resource interpretation, education, scientific research, and other compatible activities in a manner that is consistent with the preservation of the conservation values of the site and the management goals.
5. To maintain and develop partnerships that facilitate resource management, stewardship, and conservation.

This proposal will uphold Open Space Section goals in the following ways:

1. Encourage users to recreate in approved locations.
2. Restore unauthorized trails and closed roads.
3. Reduce visitor travel in watersheds, rare habitats, wildlife corridors, and cultural site areas.
4. Provide passive recreational opportunities for multiple user groups.
5. Provide additional access points to provide additional 10-minute community walking access time to open space.
6. Advance land use planning that minimizes the distance people have to travel by car by promoting transportation by biking and walking.
7. Partners with Coconino National Forest, Lowell Observatory, neighboring property owners, and the community to design and implement a trail plan that preserves the landscape and provides recreational opportunities.

Appendix B: vii - x

vii. Scientific Education

The potential for developing scientific education for K-12 programs, graduate education, life-long learning, and applied research on forest and grassland restoration is outstanding given the rich natural resources of the location. Potential local educational partners including Willow Bend Environmental Education Center, Northern Arizona University Centennial Forest, Lowell Observatory, Museum of Northern Arizona, Flagstaff Unified School District, Coconino Community College, and Coconino National Forest.

Developing educational signage and interpretive panels that highlight the biology, natural history, regional cultural landscapes and astronomy within the first 3 miles of trail heads and especially throughout trails on Lowell properties can create intentional educational opportunities that reflect the values of the community at large.

viii. Recreational Uses

Recreational trails will be highly compatible with conservation purposes and environmental education. Careful design and signage will protect natural and cultural resources by guiding visitors along paths to minimize impacts to sensitive resources. Perimeter viewing areas with interpretive signage will be designed to provide public opportunities to experience and learn about wildlife. Partnering with Arizona Game & Fish Department will offer opportunities to develop a *Watchable Wildlife* program that will enhance the public's enjoyment of the area.

ix. Management Considerations

Implementing the OMNA trail plan requires a multifaceted approach that integrates volunteer efforts, systematic monitoring, and funding strategies. By leveraging the strengths of volunteers and collaborating with local enforcement agencies, the Open Space Section can ensure effective management, maintenance, and protection of the OMNA trail system.

The Open Space Section uses the Legally Designated Open Space Management Plan to guide property management, monitoring, and maintenance. Current property management is accomplished with base budget funds administered from the City's general fund, grant funding, and volunteer projects.

The Open Space Section volunteer program is called the Open Space Stewards. The mission of this volunteer program is to promote the protection and management of open spaces through environmental stewardship. Volunteers work in city open spaces to report land management concerns, participate in volunteer projects, and conduct informal education. Continuing this volunteer program is important to successfully implementing the OMNA trail plan, especially as it pertains to monitoring and identifying needs for directing maintenance and enforcement partnership opportunities with the Flagstaff Police Department.

In addition to these efforts, the Open Space Section will continue to utilize the city's approved budgetary process to assess needs and request additional funding for maintaining the expanded trail system. Grant funding for implementation and continued maintenance will be applied for as available and as capacity allows.

x. Partnership Opportunities

Coconino National Forest, Lowell Observatory, and the City of Flagstaff are key partners in the success of this trail proposal. Consultation with these agencies was conducted during the development of this proposal to ensure ideas expressed in this report conform to best practices and have consensus between the land agencies. During the development of the final trail plan this partnership will continue. Furthermore, Section 5, "Next Steps," of this proposal, identifies many diverse partners and stakeholders that will be included in the review and development of the final trail concept.

Flagstaff Trails Initiative (FTI), a Flagstaff non-profit with the mission, "To improve the quality, connectivity and community support for a sustainable trail system that balances the demand for recreation with the community's vision for conservation, development, and health" will be a great partner. FTI will provide a variety of resources, such as providing review and comment during the development of the final concept, involving the public during the review process, and providing volunteer trail building and maintenance support for the trail system. The Regional Trail Strategy, FTI developed, is a collaboration between land management agencies, non-profit organizations, volunteer groups and trail contractors that is yielding results for Flagstaff's trails.

Appendix C: Sustainable Trail Recommendations

For trails to be sustainable, they must be developed in the context of the landscape. By seeing the trail as a feature on the landscape we are able to make the right decisions for the land and the trail. Soils, watersheds, climate and geology all play a factor in how trails are used and how they hold up over time. Amounts and types of use, and maintenance levels are also factors in how a particular trail acts upon the landscape. Existing and planned trails on Observatory Mesa can benefit by considering the following environmental condition factors.

xi. Natural Surface Trails

Constructing trails using native soils physically connects users to the landscape and allows for an intimate experience with their surroundings. The ability of single-track natural surface trails to continually engage users with their surroundings is valuable to all trail user communities. Natural surfaced trails are a cost-efficient means of trail construction and maintenance, and can be built in a partnership between a professional crew and volunteers.

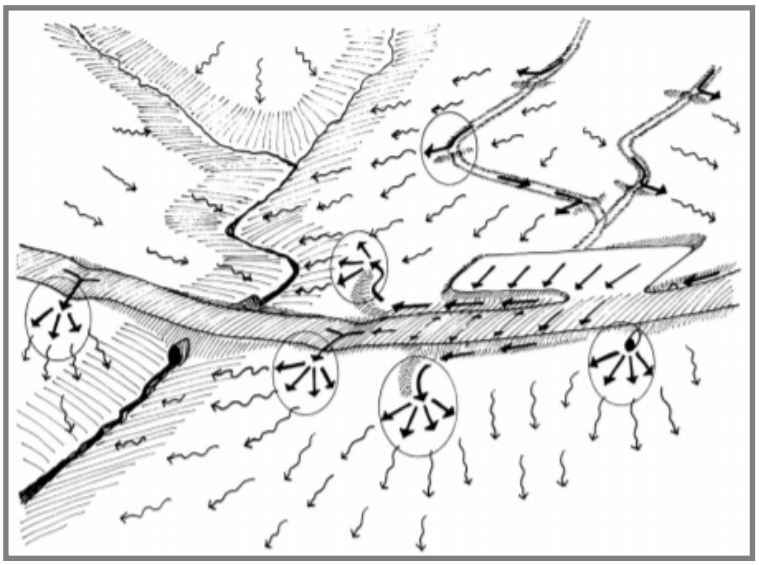


Diagram of how sheet flow affects trails, courtesy of State of New Hampshire Department of Resources & Economic Development, Division of Parks & Recreation; Bureau of Trails. (2017, January).

xii. Hydrology

On average, the Flagstaff region receives 25 inches of precipitation per year, with the majority occurring from summer monsoonal rains and winter snow fall. Erosion is at its highest during summertime precipitation resulting in short but intense bursts of rain but can also occur during springtime snow melt. Water flowing over the surface, known as overland flow or sheet flow, is the primary source of erosion for trails in the Flagstaff area. Sheet flow should be considered in building trails and how maintenance is conducted.

xiii. Vegetation

The Ponderosa Pine forest community provides for welcome level of interception for trails under the forest canopy. Interception refers to the precipitation that does not reach the soil, but is intercepted by the leaves and branches of plants and the environments floor. Trees, shrubs and forbs create an organic layer on the forest floor, helping to infiltrate precipitation before sheet flow occurs. Interception should be considered during final trail alignment selection.

For trails to be sustainable, they must be developed in the context of the landscape. By seeing the trail as a feature on the landscape we are able to make the right decisions for the land and the trail. Soils, watersheds, climate and geology all play a factor in how trails are used and how they hold up over time. Amounts and types of use, and maintenance levels are also factors in how a particular trail acts upon the landscape. Existing and planned trails on Observatory Mesa can benefit by considering the following environmental condition factors.

xiv. Slope Angles

Trails that do not affect hydrological processes allow for sheet flow to continue unabated by the tread surface. Placing trail alignments on moderate to steep slopes of the Mesa can promote trail sustainability by providing enough velocity for water flow. Slow moving sheet flow on shallow or flat slopes tend to trap water on trails more easily, contributing to erosion, puddling and user response to muddy trails.

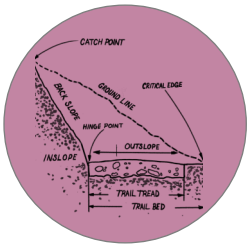
xv. Soils

Substrate within the planning area is dominated by clay soils formed on basalt lava flows (Edwards et al.,2013, p.1). Clays are very fined grained soils, with their particles being plate like and oily and can attract and hold large amounts of water. They do not have enough pore space for water to drain through. This soil type tends to be muddy and will drain poorly when wet. It can also be the cause of trail erosion since the water is more likely to run across the surface. When clays are dry, the particles bond together and provide trail stability. If compacted appropriately (mechanical or from trail use), clay soils can be very resistant to erosion (State of Minnesota,2017, p.6.8; Basch, et al.,20017, p.50).

Existing rock in the trail tread can improve trail stability. Fractured rock (not rounded) of any size can work to resist mechanical and environmental erosion and bind smaller soil particles together. Rocky terrain and trails tend to hold up better over time and limit subsequent maintenance requirements. Substrate should be considered when improving the trail surface.

Left: Soil sample from the Loop Trail, OMNA property in early April, 2020. The Sample was rolled and squeezed by hand to determine soil characteristics. Clay soils do not break apart when squeezed or pressed, as opposed to soils with more dominant levels of loam and silt.

Trail Design Recommendations: Sustainability

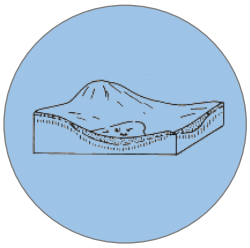


Trails located on shallow to flat slopes will not successfully shed water over time, due to trail travel ways compacting and losing sediment. Trail braiding and widening are more likely to occur during wet season.

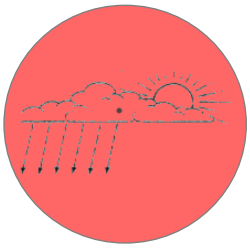
Trails located under the forest canopy are preferred over trails in open meadows for potential interception and limiting the effects of strong monsoonal rains.

Clay soils and trail stability are greatly affected by water. Wet conditions can reduce trail conditions quickly, while dry conditions can provide well compacted and enjoyable trails. Grade reversals should be designed in to all alignments at 100 foot intervals or less to limit the distance water can flow down the trail at any given location.

Trails located on moderate to steep hillsides will better allow for sheet flow to continue over and past well-constructed trails without altering natural hydrological processes.

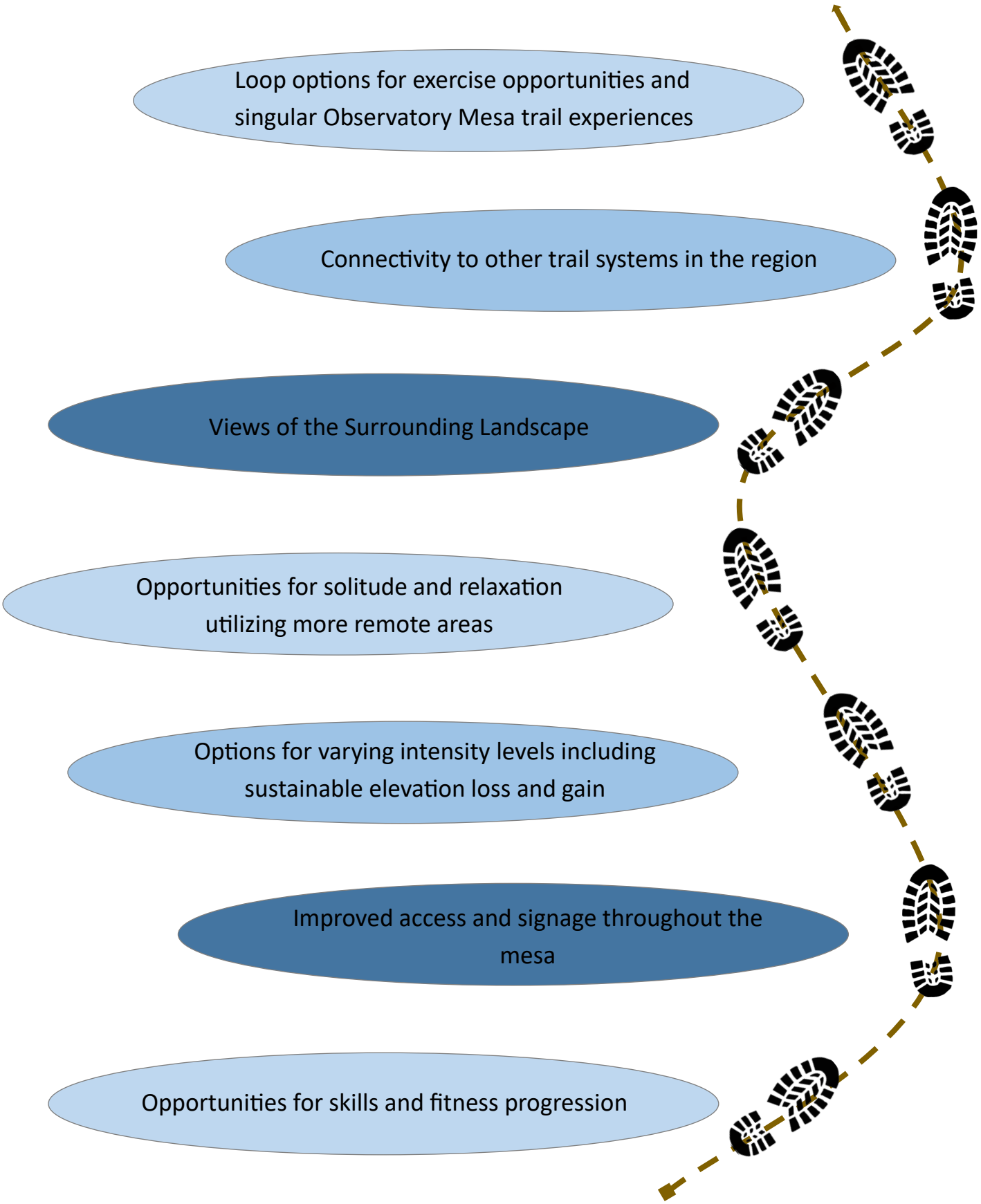


Strong monsoonal rains and snow melt can cause erosion quickly, and should be considered during trail design.



Due to the nature of seasonal precipitation and soil type, linear grades should be limited to 8% overall (distances of 50 feet or more) with short (50 feet or less) sections not to exceed 14% unless rock structures are built to mitigate erosion. Rocky terrain may allow for steep grades over short distances.

Recommendations: User Experience



Resources

The GOMA trail system is intended to provide meaningful experiences for non-motorized users: adaptive cyclists, equestrians, hikers and mountain bikers. There are a variety of great resources that can be applied when building trails for the user experience. This plan intends to blend design and construction standards to balance the varying interests of outdoor recreationists, and implementation of the approved trail plan should consider the array of desired trail characteristics of the community. Below is a list of links to resources for trail design and construction standards.

- American Trails Resource Library: A large collection of resources pertaining to trail planning, design, construction and maintenance.
- American Trails Resources– Hiking: A filtered selection of resources from the Resource Library.
- Equestrian Design Guidebook for Trails, Trailheads and Campgrounds: A comprehensive manual for designing trails and providing experiences for equestrian use. Produced by the Forest Service Technology and Development Center.
- Guidelines for a Quality Trail Experience– mountain bike trail guidelines: A comprehensive analysis of providing varied trail experiences for mountain bikers. Produced by the International Mountain Bike Association and the Bureau of Land Management.
- Kootenai Adaptive Sport Association– Adaptive Trail Standards– 2020: Recently completed design and construction standards for safe and high quality adaptive cycling trails.

Guiding documents from local jurisdictions inform and expand the geography beyond the Greater Observatory Mesa. Additional planning resource are included on the References page of this document. Resources are linked below for comparison.

- City of Flagstaff: Active Transportation Master Plan: The guiding document for active transportation in Flagstaff.

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Greater Observatory Mesa Area Trail Plan

2025

City of Flagstaff Open Space Program

Executive Summary

Background

The Observatory Mesa Natural Area (OMNA) is beloved by the community for its natural beauty and recreational value. The community's passion for our natural areas, combined with OMNA's close proximity to downtown Flagstaff and twelve adjacent neighborhoods, has resulted in high use in the area, including unauthorized uses and associated impacts. The desire to address these impacts while providing diverse recreational experiences in the area motivated the creation of the Greater Observatory Mesa Area (GOMA) Trail Plan. The GOMA planning area is approximately 4,000 acres, generally bounded by the mesa's slopes on the south and east, and OMNA boundaries on the north and west sides. The three landowners in this area, the City of Flagstaff, U.S. Forest Service, and Lowell Observatory are partners in this Trail Plan.

The documented need for a formal trail system in GOMA guided the purpose of this plan. Planned management actions identified in the *Management Policies for Legally-Designated Open Space Properties* (2020) direct managers to "Establish a Trail System Plan for OMNA, in partnership with adjacent landowners, state/federal agencies, local organizations, and other stakeholders." (page 71). The community's interest in the property is also well documented from the 2004 voter-approved bond initiative that allowed for the property's purchase, the 2017-2018 Flagstaff Trails Initiative identifying planning on Observatory Mesa as a priority, and the over 3,800 individual comments received during this planning process.

Purpose and Goals

The purpose of the GOMA Trail Plan is to establish a formal, managed trail system that aligns with Flagstaff Open Space Program, Coconino National Forest, and Lowell Observatory management policies and reflects community desires to provide a balanced trail system on Observatory Mesa Natural Area and surrounding Forest Service lands.

Our goal is to create a well-managed trail system with wayfinding signage and sustainable alignments that protects cultural and natural resources and provides a variety of quality outdoor recreation experiences for the community. Based on robust public input and assessment, the plan identifies a non-motorized trail system with sustainable alignments, updated signage, and increased access and parking while ensuring healthy wildlife habitats and cultural resource protections by establishing ecological zones, restoring unsustainable unauthorized trails, and closing abandoned roads to reduce motorized impacts in the area.

Plan contents

The plan includes a three-phase approach for priority implementation and a section for long term strategies. The plan's priorities include conceptual alignments that provide a range of outdoor recreation experiences, management guidelines for the final completed trail system, and recommendations for the restoration of currently disturbed areas and unauthorized trails. The proposed trail system provides a higher density of trail loops near formal access

Executive Summary

points and where people use trails the most frequently, identifies longer loops for more remote experiences, and designated areas with no new trails to protect habitat and wildlife migration. All elements of the Trail Plan promote ecological conservation commensurate with the Arizona State Land Department sale and can be implemented once approved and funded.

OMNA was established via a conservation easement held by Arizona State Parks & Trails. The agreement guarantees that no more than 20 acres total is eligible for development (including trails) in perpetuity to ensure the conservation value of the property. This proposal identifies 7.8 acres for trail development within the OMNA boundary, for 39% of the total available 20 acres. When considering trail development versus road and trail restoration, the net change in recreation infrastructure on OMNA and U.S. Forest Service lands is an increase of 5.4 miles.

This proposal was created in partnership with land managers from the City of Flagstaff, Lowell Observatory, and the Coconino National Forest. The Coconino National Forest reviewed this trail plan, and the long-term intent is to establish a cross-jurisdictional agreement between the Coconino National Forest and City of Flagstaff that would permit the City to implement and maintain trails on Forest Service property. This partnership will improve trail system connectivity, leverage resources for plan implementation, and support effective cross-jurisdictional land management.

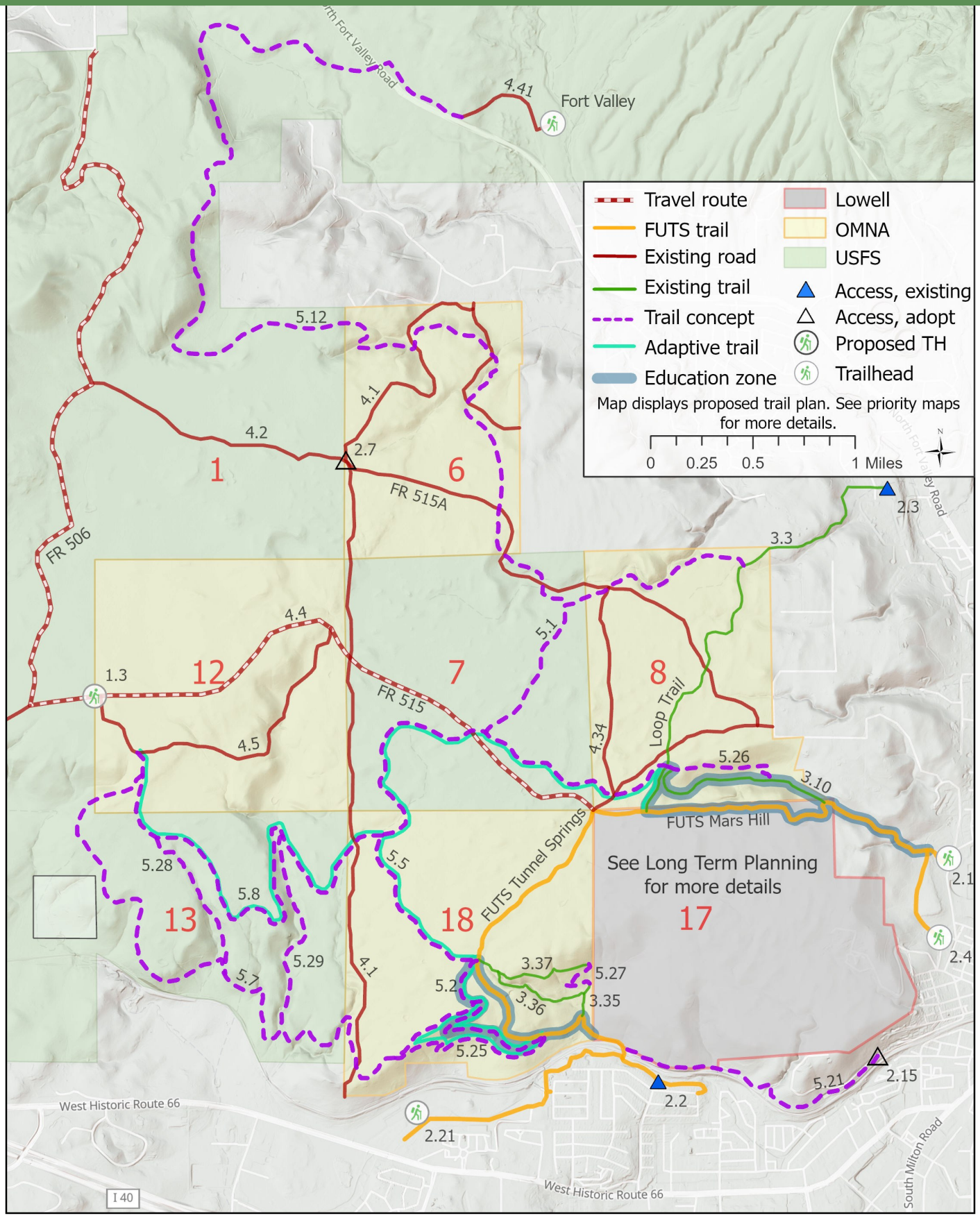
Lowell Observatory is interested in retaining undeveloped land within its property to benefit the organization and the Flagstaff community. This plan includes long-term recommendations, currently with no timeline established, for the Lowell Observatory property that can provide passive recreation opportunities and increase connectivity for the overall trail system. Additional long-term elements include utilizing railroad underpasses for trail connections and conceptual Flagstaff Urban Trail alignments which will be pursued when the timing is right for additional conversations.

The final Trail Plan will be adopted by the City of Flagstaff, reviewed by the Coconino National Forest, and considered by Lowell Observatory when appropriate and will be used to direct future management and trail implementation.

In summary, this plan proposes as priorities:

- Approximately 20 miles of additional natural-surfaced single-track trail
- Approximately 8 miles of trails for adaptive uses
- The addition of 2 more formal access points, which will result in a total of 8
- Recommendations for trail signage for wayfinding, regulations, and etiquette
- Additional parking for residents and visitors along Route 66 near the Public Works Yard and at the western boundary on Forest Road 515
- Restoration of 4.1 miles of unauthorized trails and 10.5 miles of abandoned roads
- Implementing two educational zones for interpretive signage for the purpose of increasing student and adult awareness of environmental, cultural, and historical significance

Priority Trail System



Greater Observatory Mesa Trail Plan
January, 2025

North Fort Valley Road

North Fort Valley Road

North Peak View Street

West Historic Route 66

South Milton Road

Thorpe Disc Golf Park

FR 515A

FR 515

Loop Trail

FUTS Mars Hill

FUTS Tunnel Springs

See draft trail plan's Long Term Planning for more details.

1 6 12 7 8 13 18 17

- Commuter Route
- FUTS Trail
- Existing Road
- Existing Trail
- Trail Concept
- Adaptive Trail
- Education Zone
- Segment mileage
- Existing Access
- Proposed Access
- Proposed TH
- Trailhead
- Lowell Properties
- OMNA
- USFS

0 0.5 1 2 Miles

N

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Greater Observatory Mesa Trail Plan Public Input Synthesis

November 2024

Prepared by: Southwest Decision Resources

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Section 1. Background

The City of Flagstaff Parks and Recreation, Open Space, and Events (PROSE) Division contracted with Southwest Decision Resources (SDR) to help facilitate public engagement for the Greater Observatory Mesa Area (GOMA) Trail planning efforts.

Public engagement to date has occurred primarily in three phases which are detailed below:

Phase 1 Engagement: June - July 2022

Public meeting

PROSE hosted a public meeting on Wednesday, June 29th, from 5:00 to 7:00 PM virtually (via Microsoft Teams) and in-person on the second-floor staff room of Flagstaff City Hall (211 W. Aspen Ave) to receive public input regarding the first draft of the Greater Observatory Mesa Trail Plan.

Following a presentation by Robert Wallace (City of Flagstaff Open Space Specialist), the public was asked to participate in an interactive activity. For the activity, participants were asked to place numbered sticky dots on three maps:

1. Station 1: Naturalization and restoration proposal
2. Station 2: Access points/parking and signage/education zones
3. Station 3: Alignments, roads, and trails

The participants had a choice of red, green, or yellow sticky dots which signified “I have a concern about this”, “I love this”, and “I have a new idea” respectively. Upon placing the sticky dot, participants could use a datasheet to write their comments related to the sticky dot they had placed on the maps. You can review the map photos here.

The results of this public meeting were synthesized. You can review the results here. Online comments were collected via the online Community Forum, see results here.

Phase 2 Engagement: May - July 2023

Phase two outreach to stakeholders and public engagement resulted in 2,913 individual topical comments considered. Each comment was grouped into common themes for consideration. Themes were compiled and reviewed to understand public sentiment regarding general impressions, place-based recommendations, and responses to specific questions asked. You can review all comments received from the phase two comment period here.

Stakeholder meetings

Prior to the 40-day public comment period (May 2023), outreach to 35 identified stakeholder groups was performed to discuss updates to the draft trail plan. Stakeholder groups included:

- City of Flagstaff commissions
- Homeowners Associations adjacent to Observatory Mesa Natural Area properties
- Local environmental organizations

- Local outdoor recreation organizations
- Federal, state, and local land management agencies

Sixteen meetings were held with stakeholder groups to discuss recommendations for the draft plan and four formal comment letters were received resulting in 42 individual comments.

Public meeting

The second public meeting was held on June 14th, 2023 from 5:00-7:00 pm at the Flagstaff Aquaplex (1702 N Fourth St, Flagstaff, AZ 86004) to receive public input regarding the second draft of the plan. There were 35 participants (not including City Staff or volunteers), and 104 comments were received from this event.

Following a presentation (recording here) by Robert Wallace (City of Flagstaff Open Space Specialist) and Mark Loseth (Facilitator, SDR), the public was asked to participate in interactive activities developed from phase one comments and questions and intended to provide additional direction for trail planners.

Participants were asked to place dots on three maps to provide comments for:

1. Naturalization and restoration proposal
2. Proposed trail alignments: reduced and proposed
3. Road and trail restoration proposal

The participants had a choice of red, green, or yellow sticky dots which signified “I have a concern about this”, “I love this”, and “I have a new idea” respectively. Upon placing the sticky dot, participants could use a datasheet to write their comments to go with the sticky dot they had placed on the maps.

Three additional interactive stations asked for general impressions on sticky notes for specific topics, including:

1. Adaptive Bikes: trail alignments proposed to be constructed at 36-inch width
2. Single-use vs. multiple-use station: the appropriateness of designating trail directionality and/or single uses on proposed trails
3. E-bike station: The appropriateness of allowing e-bikes within the planning area.

You can review the station posters and activity directions here.

Community forum

The online Community Forum comment period was held for 40 days between June 6th and July 16th, 2023. 183 survey questionnaires were received during this period (see community forum report here). Additionally, 52 comments were received via email during this comment period.

The comments and input on the Trail Plan received during phase two of community outreach were synthesized by theme in the Phase 2 Public Synthesis Report available here.

Phase 3 Engagement: March - October 2024

Open Space Commission Meetings

The draft GOMA Trail Plan Version 3 (V3) was presented and discussed at four separate Open Space Commission meetings during their March, April, May, and June meetings (meeting recordings and minutes). At these meetings, the Open Space Commission provided input on changes desired for the Trail Plan. Additionally, public comments and feedback about the Trail Plan were also received. Input received at these meetings shaped the development of the Trail Plan V3, which was then shared publicly.

Public meeting

The third public meeting for the GOMA Trail Plan was held on Thursday, September 19th, from 5-7 PM at the Flagstaff Downtown Library (300 W Aspen Ave, Flagstaff, AZ 86001). Participants were asked to walk through a series of six posters to learn about the GOMA Trail Plan and to share their perspectives. In addition to sharing any comments that they wished to share, participants were asked to share their perspectives on:

- How well the Trail Plan V3 achieved its goals
- How well the Trail Plan V3 provided experiences for the different allowed uses
- Participant preferences for types of experiences on the mesa

You can find the station posters and activities here. Detailed results from the public meeting are available here. The meeting was attended by over 115 people and 55 open-ended comments were received.

Community survey

A community survey was open for 40 days between August 26th and October 18th. Questions asked in the survey were similar to those asked at the public meeting and included an opportunity for open comment to share any thoughts in addition to questions about how well the Trail Plan V3 achieved its goals and provided experiences for different allowed uses.There were 327 respondents to the survey with 247 respondents leaving open-ended comments for review. You can view the survey results here.

Open-ended comment analysis

Many open-ended comments were received via the public meeting, community survey, and additional emailed comments (9 email comments submitted). These comments were coded and grouped thematically using qualitative data analysis software. The frequencies and comment contents for each theme and a more in-depth discussion of the methods are available here.

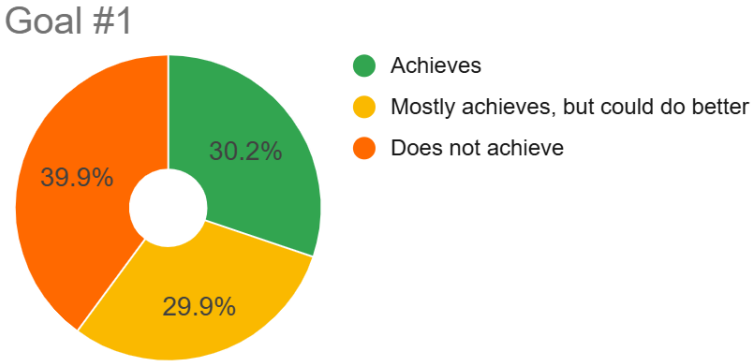
The public input received about the Trail Plan V3 from the public meeting, community survey, and emailed comments are synthesized below. The last section of this report details recommendations for Trail Plan modifications and next steps based on the community input received.

1. Perceptions of Trail Plan Goals

Community outreach for round 3 included feedback related to the goals of the draft trail plan. Each goal was drawn from existing guiding documents related to Observatory Mesa Natural Area management, including the City

of Flagstaff Open Space Management Plan, Deed of Conservation Easement, and the City of Flagstaff Regional Plan. The public feedback on how these goals are achieved by the third version of the GOMA Trail Plan is synthesized below.

Goal 1: Design a trail plan for GOMA based on community feedback and input, guiding policy, and best practices of sustainable trail design



	In-person	Online survey	Total
Achieves	11	104	115
Mostly Achieves	33	81	114
Does not achieve	22	130	152

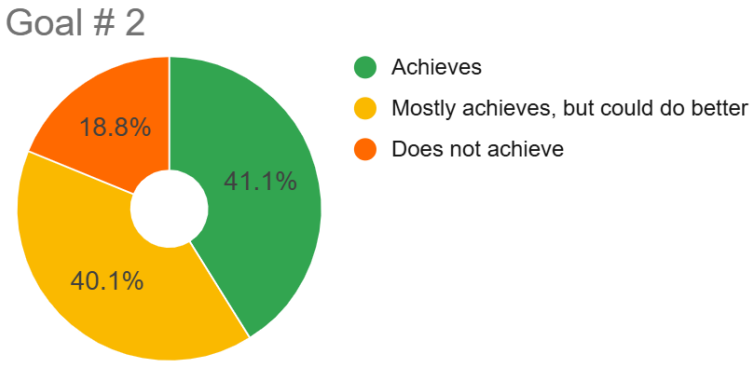
Figure 1 and Table 1. Number of respondents who indicated how well they perceived the GOMA Trail Plan V3 to achieve this goal.

Additional comments related to this goal:

- **Supportive Perspectives Shared:**
  - The GOMA Trail Plan V3 represented a better balance between recreation and conservation. They indicated that while not everyone got what they wanted, everyone had a little bit of what they wanted.
  - Support for the closure and restoration of social trails and informal roads in favor of sustainably designed trails.
  - Agreed with the input of the Open Space Commission.
- **Concerned Perspectives Shared:**
  - The public participation process was biased towards certain groups. For example, some local neighbors felt that the public participation favored certain user groups (e.g., mountain bikers), while certain user groups felt that the public participation favored local neighbors.
  - The Open Space Commission's feedback on the Trail Plan did not align with public desire/need or guiding policy.
  - Adding additional trails to the GOMA would be out of line with the guiding policy for the Conservation Easement due to changing the existing or baseline conditions.
  - Desire for the Trail Plan to be more in line with previous community feedback received in prior engagement phases (especially about the desire for directional trails and more trails).
  - Desire to increase the diversity of engagement in the public participation process.

- Desire for continued engagement in the Trail Plan implementation, including expert input on how trails are designed and implemented.

Goal 2: Reduce the impacts of motorized use in the GOMA, and work toward a non-motorized trail system



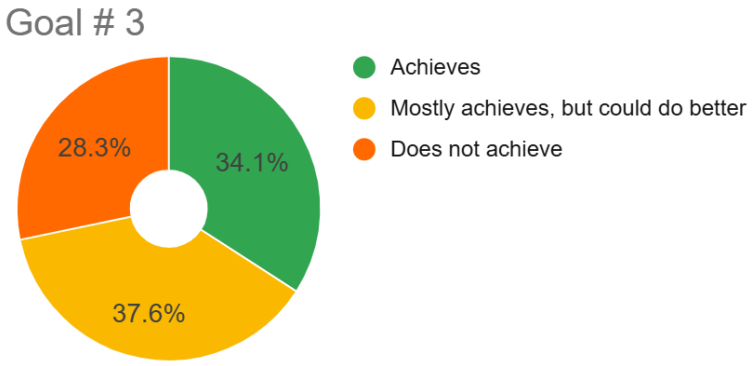
	In-person	Online survey	Total
Achieves	7	148	155
Mostly Achieves	43	108	151
Does not achieve	18	53	71

Figure 2 and Table 2. Number of respondents who indicated how well they perceived the GOMA Trail Plan V3 to achieve this goal.

Additional comments related to this goal:

- **Supportive Perspectives Shared:**
  - Support for the restoration of informal roads and limitation of motorized access in the GOMA
- **Concerned Perspectives Shared:**
  - E-bikes should be considered as motorized recreation and should not be allowed to access any portion of the GOMA
  - Increase access for motorized vehicles (e.g., creating a new dirt-bike connection to Fort Valley)

Goal 3: Address unsustainable and unauthorized trails to improve environmental conditions in GOMA



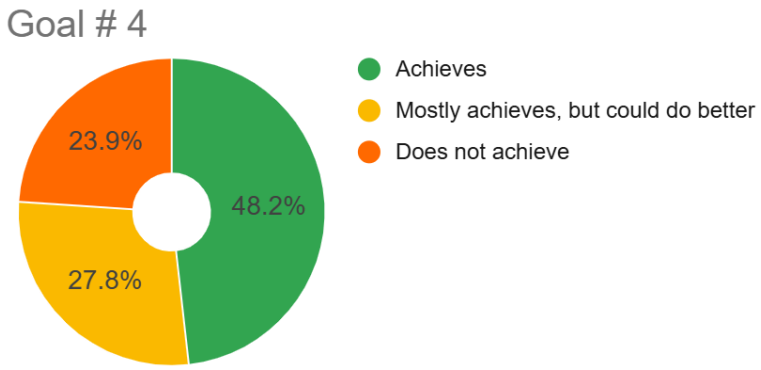
	In-person	Online survey	Total
Achieves	7	121	128
Mostly Achieves	46	95	141
Does not achieve	14	92	106

Figure 3 and Table 3. Number of respondents who indicated how well they perceived the GOMA Trail Plan V3 to achieve this goal.

Additional comments related to this goal:

- **Supportive Perspectives Shared:**
  - Support for the closure of unsustainable user-created trails and informal roads
- **Concerned Perspectives Shared:**
  - The closure of user-created trails would lead to the development of more user-created trails
  - Replacing user-created trails with sustainable new trails would lead to increased environmental impact
  - Using existing informal roadbeds as part of the trail system would be more environmentally impactful than developing new sustainable trails
  - Desire to “leave the trail system as it is now” without closing or developing new trails; these respondents preferred the informal trail system or feared that creating a more formal trail system would lead to increased use in the area
  - Their favorite trails (user-created) would be closed through the implementation of this Trail Plan)

Goal 4: Increase local access to the formal trail system to advance the "10 minutes walking distance to open space" goal of the City of Flagstaff.



	In-person	Online survey	Total
Achieves		149	149
Mostly Achieves		86	86
Does not achieve		74	74

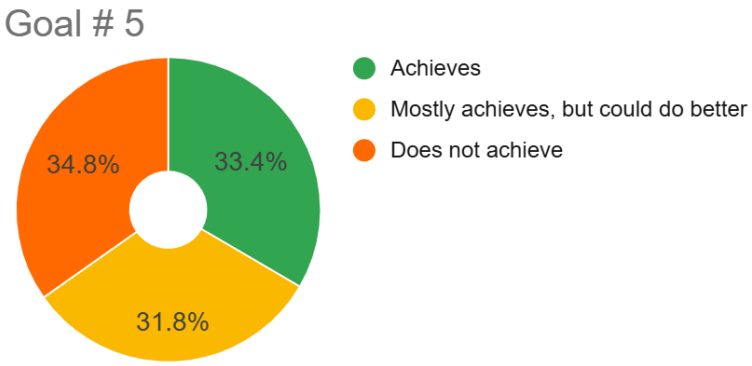
Figure 4 and Table 4. Number of respondents who indicated how well they perceived the GOMA Trail Plan V3 to achieve this goal. The community open house did not collect feedback for this goal.

Additional comments related to this goal:

- **Supportive Perspectives Shared:**
  - Appreciated the additional access this Trail Plan would provide, especially for larger Trailheads that provide parking (e.g., newly proposed trailhead on W Route 66 near the Public Works yard)
- **Concerned Perspectives Shared:**
  - Desire for more access points, trailheads, and trailhead parking to improve local access to GOMA
  - The existing access points would lead to more impacts on local neighbors (e.g., parking concerns, noise, increased use, impact to roads, unauthorized road access); due to these concerns, a few recommended that the access points not be listed or that they be listed as a private access point only

- Access points with parking should be made appropriate for equestrian use and staging as well as any accessible parking needs (e.g., for adaptive biking)
- Additional parking should not be made available at access points or trailheads; instead, some suggested that users be encouraged to access the GOMA by biking or walking connections

Goal 5: Design a sustainable trail system that addresses impacts of unauthorized recreation and balances allowed user experiences with open space conservation.



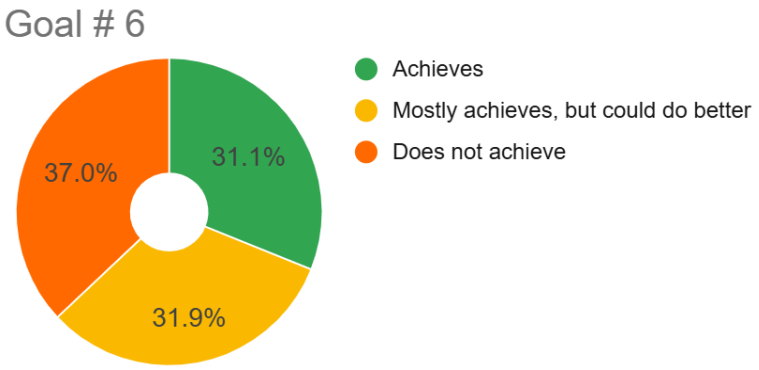
	In-person	Online survey	Total
Achieves	8	116	124
Mostly Achieves	38	80	118
Does not achieve	18	111	129

Figure 5 and Table 5. Number of respondents who indicated how well they perceived the GOMA Trail Plan V3 to achieve this goal.

Additional comments related to this goal:

- **Supportive Perspectives Shared:**
  - V3 of the Trail Plan represented a balance between conservation and recreation
  - Decommissioning and restoration of unsustainable user-created trails and informal roads will promote conservation
  - The reduction of roads and motorized recreation access in the area will promote conservation
  - Limiting of e-bikes to certain portions of the GOMA to promote conservation
- **Concerned Perspectives Shared:**
  - The development of new trails and maintenance of some user-created trails and informal roads would lead to environmental impacts, including wildlife impacts, in the GOMA
  - The implementation of the Trail Plan would lead to increased use and subsequent increased impact on the GOMA
  - The Trail Plan implementation phases would lead to having too many new trails and trails slated for decommissioning on the Mesa open at the same time due to the implementation of new trails being in a sooner phase than decommissioning
  - Desire for a less developed experience on the Mesa with more focus on conservation and minimal focus on recreation
  - V3 of the Trail Plan limited recreation opportunities too strictly and did not provide enough access or recreational opportunities (e.g., not enough trails, removal of favorite user-created trails, restrictions on e-bikes, restrictions on motorized use)

Goal 6: Provide a variety of experiences to accommodate the desires of the community.



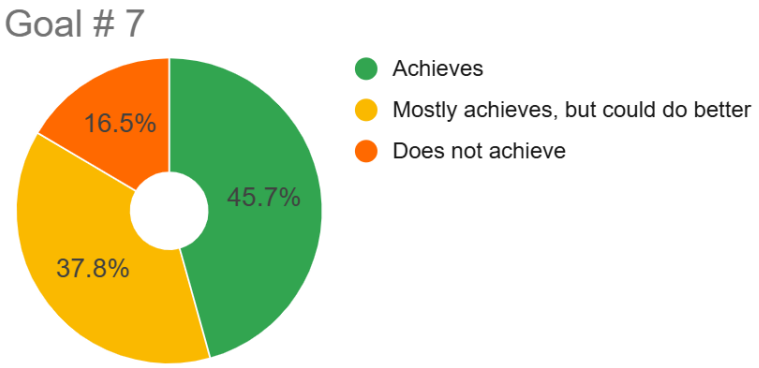
	In-person	Online survey	Total
Achieves	9	107	116
Mostly Achieves	47	72	119
Does not achieve	11	127	138

Figure 6 and Table 6. Number of respondents who indicated how well they perceived the GOMA Trail Plan V3 to achieve this goal.

Additional comments related to this goal:

- **Supportive Perspectives Shared:**
  - Increasing the access of trails for multiple uses, including making trails multiple uses creates additional access.
  - There is a balance of experiences provided for multiple recreational use types and desired experiences.
- **Concerned Perspectives Shared:**
  - Previous versions of the Trail Plan provided more diverse experiences for users (e.g., mountain biking, additional hiking connections, more adaptive biking opportunities)
  - Access and recreation opportunity could be improved for
    - Equestrian use
    - Winter sport use (e.g., cross-country skiing, snowshoeing)
    - Adaptive use
    - Downhill mountain biking

Goal 7: Improve safety and wayfinding with increased signage and information for the formal trail system.



	In-person	Online survey	Total
Achieves	16	153	169
Mostly Achieves	43	97	140
Does not achieve	10	51	61

Figure 7 and Table 7. Number of respondents who indicated how well they perceived the GOMA Trail Plan V3 to achieve this goal.

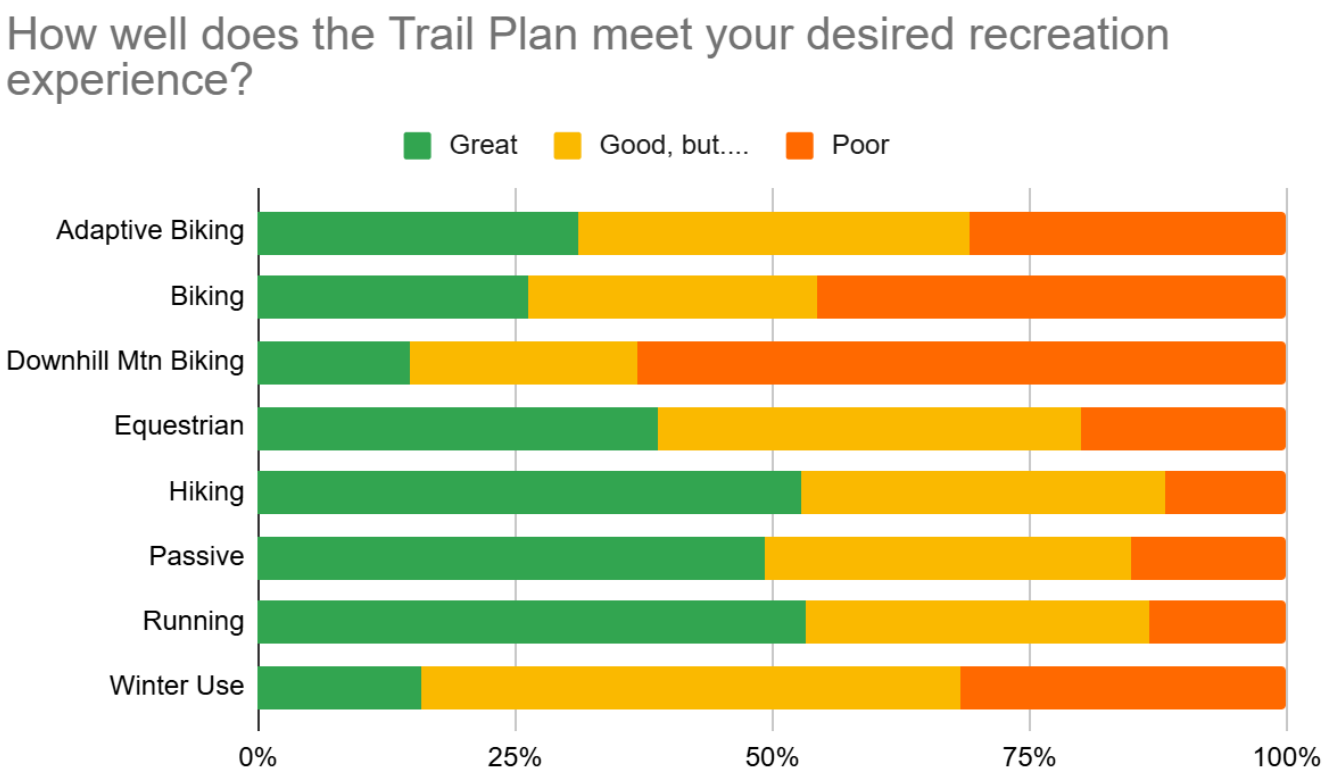
Additional comments related to this goal:

- **Supportive Perspectives Shared:**
  - The signage proposed in the Trail Plan would be an improvement in providing education and wayfinding on the Mesa.
- **Concerned Perspectives Shared:**
  - The signage may impact the natural aesthetic in the area.
  - Increased signage may lead to more people using the area, impacting their recreation experience.

2. Perceptions of User Experiences Provided by the Trail Plan

In addition to the perceptions surrounding the Trail Plan goals, participants were asked to provide feedback on how well the Trail Plan provided user experiences for different user types. Respondents were asked to provide their perspectives of the experience provided for each type of use they participate in based on the Trail Plan V3 and corresponding trail planning maps. Relatedly, participants were asked to share how often they would use GOMA compared to how often they use it now. The results for these questions are detailed below.

Experience provided for specific users



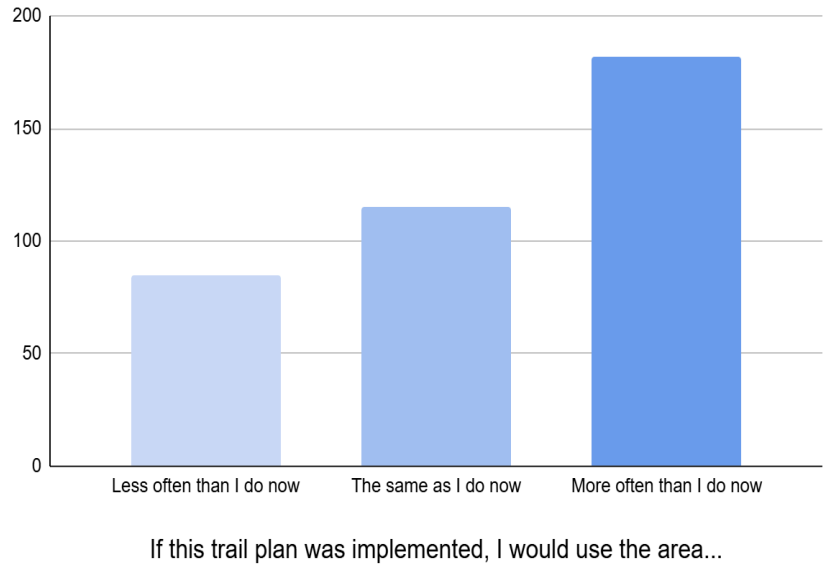
How well does the Trail Plan meet your desired recreation experience?			
	Individual responses		
Use	Great	Good, but could be better	Poor
Adaptive Biking	83	101	82
Biking	91	97	158
Downhill Mtn Biking	45	67	192
Equestrian	84	89	43
Hiking	183	122	41
Passive	144	104	44
Running	167	105	42
Winter Use	7	23	14

Figure 8 and Table 8. Number of respondents who indicated how well they perceived the GOMA Trail Plan V3 to provide desired recreational experiences based on user type.

Additional comments related to user experiences provided:

- **Supportive Perspectives Shared:**
  - The implementation of the Trail Plan would lead to an improved experience for their recreation experience through the maintenance and development of trails.
- **Concerned Perspectives Shared:**
  - Mountain biking and biking experiences were typically rated as not well-provided for. Many expressed that previous versions of the Trail Plan as well as the existing conditions provide a better experience for mountain bikers in comparison to the Trail Plan V3. This poor experience was partly due to the proposal to remove popular user-created mountain biking trails (e.g., Hot Pockets).
  - The permitted E-bike use on FUTS and roads are not sufficient to meet user demand; Desire that the entire system be open to e-bike use. Some commented that e-bike use is important, especially for increasing access for older generations.
  - Biking and e-biking should be limited or forbidden in the GOMA area. Some indicated that they felt there should not be any downhill experience or intentional features created for biking.
  - Increase the explicit design and mention of winter use trails for snow-shoeing or cross-country skiing.
  - Desire to have motorized use permitted in the GOMA.

Use level if the Trail Plan V3 was implemented



	In-person	Online survey	Total
Less	9	76	85
Same	41	74	115
More	16	166	182

Figure 9 and Table 9. Number of respondents who indicated how often they would use GOMA if the Trail Plan V3 was implemented. Figure 9 displays totals of individual responses.

Additional comments related to this question:

- **Supportive Perspectives Shared:**
  - This Trail Plan would increase their ability to use GOMA by increasing trail access points and trails.
- **Concerned Perspectives Shared:**

- Expressed preference for the social trails and informal roads that exist in the area and would use the GOMA less if those trails and roads were restored
- If this area saw increased usage, they would begin to use the area less themselves.

3. Preferences for trail types, quantity, and uses

Though no survey or public meeting questions specifically focused on community preferences for trail types, quantity, or specific alignment considerations, many participants shared their thoughts in open-ended comments. Additionally, one question at the public meeting asked participants to share their preferences for trail characteristics. Some key takeaways from the public meeting activity and open-ended comments include:

Preferences for trail type and design

- **Concerned Perspectives Shared:**
  - Preference to maintain the existing social trails and informal roads on the Mesa rather than develop new trails.
  - Desire to close many or all informal roads and existing trails in favor of new trail development.
  - Some recreators enjoy wider roads for their recreational experience (e.g., walking with friends or with dogs), while others prefer intentionally designed single-track trails.
  - Some felt that newly developed single-track trails would be more sustainable and less impactful to the environment than maintaining existing informal roads. In contrast, others indicated that using existing informal roads would lessen any new disturbance to the landscape.

Preferences for trail quantity and mileage

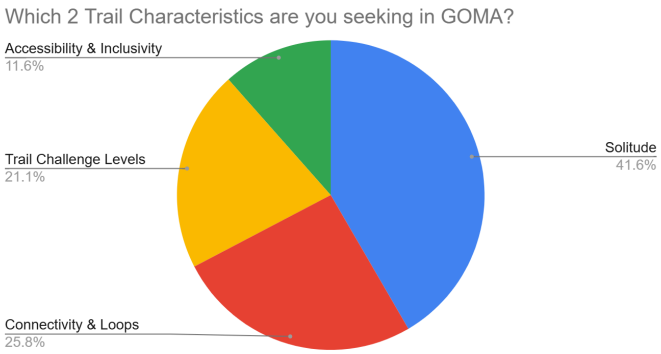
- **Supportive Perspectives Shared:**
  - V3 of the Trail Plan represents a good balance between trail development and conservation.
- **Concerned Perspectives Shared:**
  - There should be even more weight placed on conservation and less trail development overall.
  - V3 of the Trail Plan did not provide enough trails for all user experiences. Desire to increase the mileage of trails provided. Those who supported increasing the mileage of available trails for recreational use also suggested that mileage should be increased by providing:
    - More loops
    - More connector trails
    - More intentional mountain biking trails
    - More access points with associated trails for other neighborhoods near the Mesa
  - The phasing of implementation would lead to most new trails being developed before the closure and restoration of many social trails and informal roads. Between implementation phases there would be increased mileage of new trails and previously existing ones, leading to increased disturbance on the Mesa.

Preferences for trail use and direction

- **Supportive Perspectives Shared:**
  - Desire for maintaining all trails as multi-use to provide equitable user access.

- **Concerned Perspectives Shared:**
    - Desire for directional and/or single-use trails (for mountain biking only or hiking only) to provide less user conflict and improve user experiences, pointing to the previous public engagement survey results in support of directional trails/single-use trails as evidence for their argument to include them in the Trail Plan.

Preferences for trail characteristics



Which 2 trail characteristics are you seeking in GOMA?	
Characteristic	Number
Solitude	79
Connectivity and Loops	49
Trail Challenge Levels	40
Accessibility and Inclusivity	22

Figure and Table 9. Number of respondents at the public meeting who indicated their preferred trail characteristics in GOMA. Each respondent was asked to select their top two characteristics.

Additional comments related to trail characteristics:

- **Concerned Perspectives Shared:**
    - Desire that trails include mountain biking features and varying difficulties; others suggested that it was inappropriate to include any mountain biking features on the Mesa.
    - Suggestion that further public and expert engagement in the design of trails beyond their locations (e.g., features, viewpoints, etc.).
    - Preference for a more primitive, less-developed experience in GOMA where solitude could be found.
    - Preference to see more adaptive hiking and biking opportunities on the Mesa.
    - Preference for more loops and connecting trails on the Mesa.

4. Other Implementation Considerations

At the public meeting, participants were asked to allocate $5 per participant to their top priorities for Trail Plan action implementation in GOMA. Additionally, through open-ended comments from the public meeting, survey, and email comments, respondents shared other considerations for the implementation of the Trail Plan. Key takeaways from these results are detailed below:

Top priorities to address in implementation of the Trail Plan

What is most important to improve the current conditions of the Greater Observatory Mesa Trail Planning area? How would you spend your $5?	
Category	Money allocated
Maintaining Existing Roads & Trails	$161
Creating New Trails	$134
Developing Trailheads & Parking Areas	$73
Installing Signage & Kiosks	$58
Closing Social Trails & Roads	$51

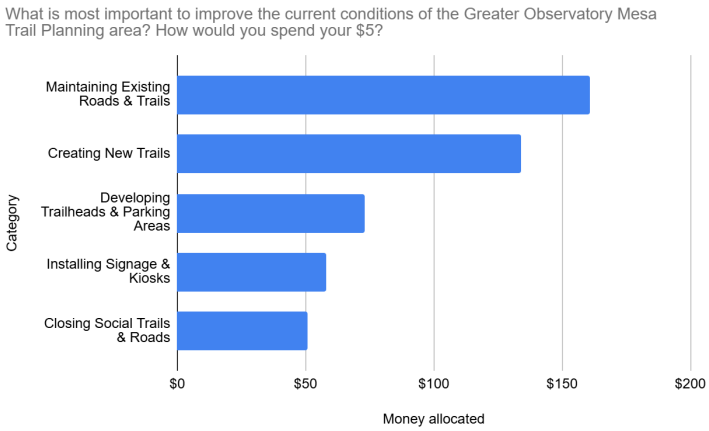


Table and Figure 10. Public meeting participant allocation of $5 each for their top implementation priorities for GOMA.

Additional comments related to this question:

- **Concerned Perspective Shared:**
  - Desire for any trail implementation or maintenance to be done in a way that is least impactful to the environment.

Considerations for Maintenance and Funding Planning

- **Concerned Perspectives Shared:**
  - There is no budget or estimate attached to the Trail Plan and desired to know more about where the funding for the Trail Plan implementation would come from.
  - Should the plan be implemented, there is no plan in place for long-term maintenance of the trails. The City should work with local stewardship organizations and volunteers to maintain existing and future trails.
  - Illegal trail building may continue, and there is a need for regular maintenance to close user-created trails.

Considerations for Education, Communication, and Enforcement

- **Concerned Perspectives Shared:**
  - There may not be enough enforcement in the GOMA to prevent illegal or inappropriate activities such as:
    - E-bike use on unallowed trails
    - Illegal camping
    - Illegal trail building
    - Proper trail etiquette
    - Illegal motorized use
  - Implementing the Trail Plan may increase the occurrence of illegal behaviors such as those listed above.

- There is a need for signage and education to let people know appropriate behavior and etiquette on the trails.

5. Recommendations for Plan Modifications and Next Steps

Based on the feedback received during phase three of public outreach for the Greater Observatory Mesa Trail Plan, SDR makes the following overall recommendations for plan modifications and next steps for trail planning. Additional, more specific recommendations from community input will be discussed and evaluated by the future trail designer and City of Flagstaff PROSE.

Potential modifications to the Trail Plan

The large volume of comments received during this phase of engagement warrants consideration of modifications to the Trail Plan as deemed appropriate by guiding policy and directives. These potential modifications would best be considered in the context of feedback received in previous phases of engagement.

Recommended modifications to the Trail Plan to consider, based on public feedback, include:

Conservation and Impact Mitigation:

- **Balance development with conservation:** If additional trail alignments are included, be mindful of adding significant additional mileage to maintain a balance with conservation values. Consider the location of these alignments to best reduce environmental and social impacts.
- **Wildlife concerns:** If additional data becomes available about potential effects of proposed/implemented GOMA trails on wildlife in the area, reconsider trail alignment locations to minimize potential effects. Current Forest Service and Arizona Game and Fish Department guidance do not suggest this is necessary at this time.

Implementation Considerations

- The **safety considerations** of access points (primarily hiker and biker safety for arriving at these points)
- The **accessibility of access points** for specific user types (e.g., adaptive biking, equestrian)
- The **communication and enforcement of trail regulations** (standard trail etiquette for all allowed trail users, no e-bikes on some trails, appropriate use of trails)
- The development of a **maintenance plan** to ensure that trails meet standards and that unauthorized trails are continually decommissioned. Work with local organizations and volunteer groups to support this maintenance.
- **Keep the public apprised** of any Trail Plan updates and opportunities to engage. There may be an additional opportunity to work with the public and local stakeholders for the design (beyond location) of these trails.
- **Monitor** use levels and impacts over time. Continually evaluate the maintenance and infrastructure needs to address impacts and meet user experience desires.

Trail Mileage and Density

- **Loops and connections**: Several people desired more connecting or loop trails and overall increased mileage. Consider if there are any locations to add a limited amount of mileage to provide these connections/loops while still minimizing overall disturbance and environmental impact.
- **Existing social trails and roads:** Though many comments supported "leaving the system as is" and keeping the social trails and informal roads, the social trails slated for decommissioning do not align with sustainable trail design and are therefore recommended to remain slated for decommissioning.
- **Access:** Some desired more access points while others were concerned about illegal access or impacts of access to local neighborhoods. Consider monitoring use trends and opportunities to provide additional access in the future.

User Experience:

- **Mountain biking:**
    - Consider options to enhance the experience without substantially increasing disturbance to the landscape or other user experience. Options could include:
        - Formal adoption of trail 3.36 (Hot Pockets). This trail received substantial support from the mountain biking community and will likely be challenging to close permanently due to its popularity. Though this trail may require more maintenance over time, volunteer trail maintenance and stewardship agreements could be made with the mountain biking community.
        - Adding limited additional trail alignment(s) where terrain can provide an intentional downhill mountain biking experience, including potential features for varying skill levels.
    - Due to large support for directional trails but concerns about the equity of trail access for all user types, consider maintaining trails as multi-use but signing trails to make all users aware of likely downhill mountain bike use.
- **E-biking:**
    - While substantial comments supported more e-bike use being allowed on the Mesa, some existing management directives limit their use to FUTS and existing roads. Ensure that the public is aware that e-bike opportunities do exist in these locations.
    - Monitor e-bike policy and e-bike use over time and consider making changes in the future if deemed appropriate.

Trail planning next steps

1. Based on the public input received, the Open Space staff will consider any changes to the Trail Plan.
2. Review the public input with the Open Space Commission and discuss any changes to the Trail Plan.
3. Present the public engagement process Trail Plan with any changes made to the Flagstaff City Council and request approval.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Heidi Derryberry, Assistant Finance Director

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-31: A resolution of the Council of the City of Flagstaff, Arizona adopting the tentative budget for Fiscal Year 2025-26.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-31 by title only
2. City Clerk reads Resolution No. 2025-31 by title only (if approved above)
3. Adopt Resolution No. 2025-31

Executive Summary:

Arizona Revised Statutes (Sections 42-17101, 42-17102, and 42-17105) require that each municipality adopt and publish, in a specified format, a tentative budget. The adoption of the tentative budget has the effect of establishing an amount that cannot be exceeded in the final adoption of the budget.

Furthermore, the adoption of the tentative budget sets into motion a legally mandated time sequence of actions to which the Council must adhere to adopt a final budget and to levy property taxes.

Financial Impact:

The tentative budget must be adopted to set the appropriate sequence of events in place for final budget adoption.

Policy Impact:

The Fiscal Year 2025-26 budget is the guiding document for the financial plan of the City.

Previous Council Decision or Community Discussion:

- January Council Retreat on January 30, 2025 and January 31, 2025
- February Budget Retreat on February 13, 2025 and February 14, 2025
- March Capital Improvement Budget Retreat on March 27, 2025
- Council Budget Work Session on April 24, 2025 and April 25, 2025

Options and Alternatives to Recommended Action:

The City may delay the tentative budget adoption until no later than the third Monday in July. While the City would be able to continue operations through a Continuing Disclosure resolution, the City would not be able to commit to any expenditures directly related to the Fiscal Year 2025-26 budget.

Background and History:

The budget is generally presented for tentative adoption in late May or early June to ensure funding is appropriated within Key Community Priorities and Objectives at the beginning of the fiscal year.

During the summer of 2023, staff engaged the community to confirm, revise or amend the objectives that help deliver our Key Community Priorities. In November 2023, Council approved the changes to the objectives. These priorities and objectives were used to develop the FY 2025-2026 proposed budget.

At the January 2025 budget retreat, staff presented several topics including budget introduction, maintaining fiscal health, Council's role in the budget process, priority based budgeting, and budget team focus/council expectations. During the February 2025 budget retreat, staff presented and received further direction from Council for the FY 2025-26 proposed budget. Topics included revenue updates, available resources and fixed costs, investing in employees updates, bond project updates, resource allocations and needs, and balancing the needs. In March, we held a Capital Improvement Plan Budget Retreat to review and discuss all capital improvement plans for all funds of the City. Staff presented the 5-year plans and provided information such as funding resources, how they are developed, and highlights of a number of current projects. During the April 2025 budget work session, staff presented the City Manager's proposed budget and received Council direction. After the April budget work session, divisions provided revised year-end estimates and carryover funding requests.

The adoption of the tentative budget sets into motion a legally mandated time sequence of actions to which the Council must adhere to adopt a final budget and to levy property taxes. If this time sequence is not met as required by statute, the tentative budget adoption, final budget adoption and property tax levy actions, and related publications, the process must be started over.

The process is prescribed by the Arizona Revised Statutes. The tentative budget must be adopted no later than the 3rd Monday in July. The schedules for the Council budget and property tax levy actions are as follows:

- June 3, 2025 - Tentative adoption of the budget by Council
- June 17, 2025 - Proposed budget and property tax levy public hearing
- June 17, 2025 - Final budget adoption (In a Special Meeting)
- June 17, 2025 - First reading of property tax ordinance
- July 1, 2025 - Final reading and adoption of the property tax ordinance

Connection to PBB Priorities and Objectives:
The adoption of the Annual Budget and Financial Plan provides Council direction and financial resources to support the Key Community Priorities and Objectives.

Connection to Regional Plan:
None.

Connection to Carbon Neutrality Plan:
The adoption of the Annual Budget and Financial Plan supports the Carbon Neutrality Plan by allocating financial resources to the Carbon Neutrality Plan goals.

Connection to 10-Year Housing Plan:
The adoption of the Annual Budget and Financial Plan supports the 10-Year Housing Plan by allocating financial resources to the plan's strategies.

Connection to Division Specific Plan:
None.

Attachments: Res.2025-31
Tentative Budget Document
FY 2025-26 Tentative Budget Presentation

RESOLUTION NO. 2025-31

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2025-26

RECITALS:

WHEREAS in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1 - 5, the City Council did, on June 3, 2025, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Flagstaff; and

WHEREAS in accordance with said sections of said Title, and following due public notice, the Council met on June 3, 2025, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 17, 2025, in the City Council Chambers at City Hall for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amounts exceed that amount as computed in A.R.S. 42-17051 (A).

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the accompanying statements and exhibits attached to this Resolution as Schedules A, B, C, D, E, F and G are incorporated herein by this reference and are hereby adopted as the tentative budget for the City of Flagstaff for the fiscal year 2025-26.

SECTION 2. That the City Clerk be, and she hereby is, authorized and directed to publish in the manner prescribed by law the estimates of expenditures as set forth in Schedules A, B, C, D, E, F, and G together with a notice that the Council will meet on June 17, 2025, for the purpose of final hearing of taxpayers and for adoption of the 2025-26 Annual Budget for the City of Flagstaff with the final reading and adoption of the property tax ordinance on the 1st day of July, 2025, at 3:00 p.m.

SECTION 3. Upon the recommendation by the Manager and with the approval of the Council, expenditures may be made from the appropriation for contingencies. The transfers of any sums within any specific appropriation may be made only upon the approval of the Council.

SECTION 4. Money from any fund may be used for any of these appropriations, except money specifically restricted by State Law or by City Ordinance or Resolution.

SECTION 5. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of June 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Schedule A – Summary schedule of Estimated Revenues and Expenditures/Expenses
Schedule B – Tax Levy and Tax Rate Information
Schedule C – Revenues Other Than Property Taxes
Schedule D – Other Financing Sources/(Uses) and Interfund Transfers
Schedule E – Expenditures/Expenses by Fund
Schedule F – Expenditures/Expenses by Division (as applicable)
Schedule G – Full-Time Employees and Personnel Compensation

Official Budget Forms
City of Flagstaff
Fiscal Year 2025-26

City of Flagstaff

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Fiscal Year 2025-26

Resolution for the Adoption of the Budget

Schedule A – Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B – Tax Levy and Tax Rate Information

Schedule C – Revenues Other Than Property Taxes

Schedule D – Other Financing Sources/(Uses) and Interfund Transfers

Schedule E – Expenditures/Expenses by Fund

Schedule F – Expenditures/Expenses by Division

Schedule G – Full-Time Employees and Personnel Compensation

City of Flagstaff
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2025-26

The final opportunity for public input on the City of Flagstaff Fiscal Year 2025-26 budget will occur on June 17, 2025 at the 3:00 PM City Council meeting
The budget may be reviewed at the City of Flagstaff in the City Clerks Office, 211 West Aspen Avenue, Flagstaff, AZ 86001
or the official website "flagstaff.az.gov" or by request

Fiscal Year		Sch	Funds							
			General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Permanent Fund	Enterprise Funds	Internal Service Funds	Total All Funds
2025	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	113,568,260	172,842,029	19,790,763	66,417,956	0	206,813,764	0	579,432,772
2025	Actual Expenditures/Expenses**	E	89,862,780	87,001,869	24,175,816	14,675,654	0	105,086,356	0	320,802,475
2026	Beginning Fund Balance/(Deficit) or Net Position/(Deficit) at July 1***		83,283,726	125,092,147	24,826,381	29,118,990	470,064	89,751,374	0	352,542,682
2026	Primary Property Tax Levy	B	7,264,408	0	0	0		0	0	7,264,408
2026	Secondary Property Tax Levy	B	0	0	9,613,775	0		0	0	9,613,775
2026	Estimated Revenues Other than Property Taxes	C	83,739,173	90,749,928	249,000	13,683,215	22,559	105,375,189	0	293,819,064
2026	Other Financing Sources	D	0	5,000,000	0	17,079,140	0	20,100,000	0	42,179,140
2026	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2026	Interfund Transfers In	D	3,424,055	4,872,313	17,540,609	6,155,749	0	10,463,356	0	42,456,082
2026	Interfund Transfers (Out)	D	23,656,050	6,125,256	8,833,470	0	0	3,841,306	0	42,456,082
2026	Line 11: Reduction for Fund Balance Reserved for Future Budget Year Expenditures									
Less:	Maintained for Future Debt Retirement									0
	Maintained for Future Capital Projects									0
	Maintained for Future Financial Stability									0
	Maintained for Future Retirement Contributions									0
2026	Total Financial Resources Available		154,055,312	219,589,132	43,396,295	66,037,094	492,623	221,848,613	0	705,419,069
2026	Budgeted Expenditures/Expenses	E	116,902,298	152,693,236	21,540,609	61,847,455	0	169,747,161	0	522,730,759

Expenditure Limitation Comparison	2025	2026
1. Budgeted Expenditures/Expenses	$ 579,432,772	$ 522,730,759
2. Add/Subtract: Estimated Net Reconciling Items	0	0
3. Budgeted Expenditures/Expenses Adjusted for Reconciling Items	579,432,772	522,730,759
4. Less: Estimated Exclusions	337,738,251	274,123,667
5. Amount Subject to the Expenditure Limitation	$ 241,694,521	$ 248,607,092
6. EEC Expenditure Limitation	$ 242,261,037	$ 248,767,277

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Flagstaff
Tax Levy and Tax Rate Information
Fiscal Year 2025-26

	2024-25	2025-26
1. Maximum Allowable Primary Property Tax Levy [ARS 42-17051.A]	$ 7,983,169	$ 8,181,322
2. Amount Received from Primary Property Taxation in FY 2024-25 in Excess of the Sum of that Year's Maximum Allowable Primary Property Tax Levy [ARS 42-17102.A.18]	$ -	
3. Property Tax Levy Amounts		
A. Primary Property Taxes	$ 7,230,876	$ 7,264,408
B. Secondary Property Taxes	9,091,154	9,613,775
C. Total Property Tax Levy Amount	$ 16,322,030	$ 16,878,183
4. Property Taxes Collected *		
A. Primary Property Taxes		
(1) FY 2024-25 Levy	$ 7,130,876	
(2) Prior Years' Levies	100,000	
(3) Total Primary Property Taxes	$ 7,230,876	
B. Secondary Property Taxes		
(1) FY 2024-25 Levy	$ 9,091,154	
(2) Total Secondary Property Taxes	$ 9,091,154	
C. Total Property Taxes Collected	$ 16,322,030	
5. Property Tax Rates		
A. City of Flagstaff Tax Rate		
(1) Primary Property Tax Rate	0.6363	0.6045
(2) Secondary Property Tax Rate	0.8000	0.8000
(3) Total City of Flagstaff Tax Rate	1.4363	1.4045

B. Special Assessment District Tax Rates
As of the date of the proposed budget, the City has no special assessment district for which secondary property taxes are levied.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
General Fund				
Local Taxes				
City Sales Tax	$ 30,513,446	30,947,900	31,075,500	31,772,700
Franchise Tax	2,610,212	2,472,500	2,626,000	2,661,500
Excise Tax	592,422	550,800	600,000	618,000
Licenses and Permits				
Business Licenses	30,028	30,000	30,000	30,000
Building Permits	3,028,243	1,862,000	2,540,000	2,000,000
Other Licenses and Permits	1,206,856	1,238,395	2,043,081	1,237,880
Intergovernmental				
State Income Tax Sharing	20,114,712	15,996,000	16,292,000	15,062,100
State Shared Sales Tax	11,447,923	11,628,000	11,600,000	11,855,200
Auto Lieu Tax	4,414,392	4,343,000	4,630,000	4,722,600
Federal Grants	1,283,568	2,617,617	2,515,421	1,789,578
State/Local Grants	2,743,522	2,166,756	1,728,490	3,344,300
Local Intergovernmental Agreements	1,816,073	1,316,218	1,329,218	1,233,894
Charges for Services				
Community Development	899,919	745,000	1,195,000	745,000
Parks and Recreation	1,250,606	1,622,870	1,325,916	1,322,350
Public Safety	656,990	730,511	932,290	690,505
Cemetery/General Government	253,636	189,631	235,581	200,571
Fines and Forfeitures	776,922	821,973	770,503	775,562
Rents	1,271,182	1,655,709	1,378,688	1,378,988
Investment Earnings	3,304,965	1,013,489	2,886,543	1,530,995
Miscellaneous	857,099	761,512	670,044	767,450
Total General Fund	89,072,716	82,709,881	86,404,275	83,739,173
Special Revenue Funds				
Housing and Community Services Fund				
Intergovernmental				
Federal Grants	320,737	1,704,946	1,605,036	1,109,806
State Grants	-	780,000	780,000	-
Investment Earnings	97,505	28,914	70,127	78,106
Miscellaneous	250,437	-	213,256	-
Total Housing and Comm Svcs Fund	668,679	2,513,860	2,668,419	1,187,912
COVID Relief Fund				
Intergovernmental				
Federal Grants	929,595	2,091,210	1,461,465	304,956
Total COVID Relief Fund	929,595	2,091,210	1,461,465	304,956

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
Library Fund				
Intergovernmental				
Federal Grants	$ 7,056	-	-	-
State/Local Grants	34,863	50,000	50,000	25,000
Library District Taxes	4,522,848	4,484,037	4,811,285	5,076,467
Miscellaneous	100,041	26,843	26,843	26,843
Investment Earnings	193,460	34,299	115,000	62,399
Total Library Fund	4,858,268	4,595,179	5,003,128	5,190,709
Highway User Revenue Fund				
Intergovernmental				
Highway User Tax	10,276,958	10,040,136	10,240,939	10,343,348
State Grants	48,298	-	-	-
Licenses and Permits	118,510	-	235,999	-
Investment Earnings	500,545	197,000	517,677	170,000
Miscellaneous	433,344	-	20,700	-
Total Highway User Revenue Fund	11,377,655	10,237,136	11,015,315	10,513,348
Transportation Fund				
Transportation Tax	37,771,819	37,274,400	37,390,000	44,297,800
Intergovernmental				
Federal Grants	-	1,100,000	1,232,500	7,000,000
State/Local Grants	-	-	77,500	-
Investment Earnings	3,395,768	1,662,000	3,245,473	1,797,000
Miscellaneous	230,011	724,441	1,095,107	-
Total Transportation Fund	41,397,598	40,760,841	43,040,580	53,094,800
Beautification Fund				
BBB Tax	2,495,047	2,498,000	2,499,200	2,557,100
Investment Earnings	430,209	203,000	416,860	288,000
Miscellaneous	1,300	-	-	-
Total Beautification Fund	2,926,556	2,701,000	2,916,060	2,845,100
Economic Development Fund				
BBB Tax	1,186,082	1,186,600	1,187,100	1,214,600
Intergovernmental				
State Grants	5,010	-	-	-
Investment Earnings	47,011	19,809	38,620	19,363
Rents	393,170	412,769	383,979	389,965
Total Economic Development Fund	1,631,273	1,619,178	1,609,699	1,623,928
Tourism Fund				
BBB Tax	3,745,241	3,747,100	3,748,800	3,835,600
Intergovernmental				
Federal Grants	162,878	-	-	-

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
Tourism Fund - Continued				
Retail Sales	$ 185,432	128,369	181,898	183,717
Investment Earnings	139,398	68,489	135,068	70,557
Miscellaneous	19,008	16,511	16,511	16,676
Total Tourism Fund	4,251,957	3,960,469	4,082,277	4,106,550
Arts and Science Fund				
BBB Tax	934,975	936,800	937,200	958,900
Investment Earnings	61,027	28,000	52,912	30,000
Total Arts and Science Fund	996,002	964,800	990,112	988,900
Recreation Fund				
BBB Tax	4,119,231	4,121,800	4,123,700	4,219,200
Intergovernmental				
State Grants	-	350,000	-	-
Investment Earnings	236,666	76,000	249,380	203,000
Miscellaneous	4,000	-	-	-
Total Recreation Fund	4,359,897	4,547,800	4,373,080	4,422,200
Parking District Fund				
Parking	1,236,009	1,268,023	1,268,023	1,840,988
Investment Earnings	95,485	45,500	90,480	67,500
Miscellaneous	7,131	-	-	-
Total Parking District Fund	1,338,625	1,313,523	1,358,503	1,908,488
Water Resource and Infrastructure Protection (WRIP) Fund				
Water Resource Protection Fee	1,221,088	1,263,658	1,263,658	1,276,295
Intergovernmental				
Federal Grants	35,689	2,654,200	220,821	3,149,154
State/Local Grants	4,092	423,000	96,456	94,452
Investment Earnings	63,609	32,139	55,080	43,136
Total WRIP Fund	1,324,478	4,372,997	1,636,015	4,563,037
Total Special Revenue Funds	76,060,583	79,677,993	80,154,653	90,749,928
Debt Service Funds				
GO Bonds Fund				
Investment Earnings	-	-	47,586	-
Total GO Bonds Fund	-	-	47,586	-
Secondary Property Tax Fund				
Investment Earnings	247,237	109,000	109,000	85,000
Total Secondary Property Tax Fund	247,237	109,000	109,000	85,000

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
Pension Debt Service Fund				
Investment Earnings	$ 854,950	156,000	825,549	164,000
Total Pension Debt Service Fund	854,950	156,000	825,549	164,000
Total Debt Service Funds	1,102,187	265,000	982,135	249,000
Permanent Funds				
Perpetual Care Fund				
Contributions	9,670	10,700	10,700	10,807
Investment Earnings	17,200	8,760	19,312	11,752
Total Perpetual Care Fund	26,870	19,460	30,012	22,559
Total Permanent Funds	26,870	19,460	30,012	22,559
Capital Project Funds				
Non GO Bonds Projects Fund				
Real Estate Proceeds	-	2,000,000	-	2,000,000
Intergovernmental				
Federal Grants	336,592	4,688,760	-	3,384,026
State/Local Grants	-	423,304	-	312,757
Investment Earnings	89,904	19,000	63,824	37,000
Miscellaneous	-	1,552,114	-	1,386,774
Total Non GO Bonds Projects Fund	426,496	8,683,178	63,824	7,120,557
GO Bonds Projects Fund				
Intergovernmental				
Federal Grants	76,738	7,727,233	4,465,409	6,562,658
State/Local Grants	-	121,375	36,229	-
Investment Earnings	136,594	-	1,353,073	-
Total GO Bonds Projects Fund	213,332	7,848,608	5,854,711	6,562,658
Total Capital Projects Funds	639,828	16,531,786	5,918,535	13,683,215
Enterprise Funds				
Drinking Water Fund				
Intergovernmental				
Federal Grants	2,425	750,000	-	-
State/Local Grants	8,184,727	12,135,357	7,743,304	-
Water Fees	21,210,459	23,162,980	20,599,879	21,666,278
Investment Earnings	1,165,115	468,288	805,000	584,511
Rents	35,204	5,150	20,000	5,150

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
Drinking Water Fund - Continued				
Miscellaneous	$ 25,976	-	-	-
Total Drinking Water Fund	30,623,906	36,521,775	29,168,183	22,255,939
Wastewater Fund				
Intergovernmental				
Federal Grants	2,270	-	-	-
State/Local Grants	454	-	-	-
Wastewater Fees	13,955,460	13,542,735	14,350,431	15,274,729
Investment Earnings	1,098,894	640,000	1,000,000	802,000
Miscellaneous	66,395	-	-	-
Total Wastewater Fund	15,123,473	14,182,735	15,350,431	16,076,729
Reclaimed Water Fund				
Intergovernmental				
Federal Grants	9	-	-	-
State/Local Grants	2	-	-	-
Reclaimed Water Fees	1,409,252	1,141,919	1,136,320	1,194,116
Investment Earnings	156,904	76,140	150,000	91,965
Total Reclaimed Water Fund	1,566,167	1,218,059	1,286,320	1,286,081
Stormwater Fund				
Intergovernmental				
Federal Grants	546,063	549,383	-	2,700,000
State/Local Grants	9,758,239	7,951,979	1,000,000	-
Stormwater Fees	5,853,947	6,216,135	6,605,395	7,465,378
Investment Earnings	372,614	180,956	287,163	115,567
Contributions	-	-	-	125,000
Miscellaneous	27	650,000	-	-
Total Stormwater Fund	16,530,890	15,548,453	7,892,558	10,405,945
Solid Waste Fund				
Solid Waste	14,685,783	14,630,761	14,639,761	14,859,298
Intergovernmental	1,220,000	-	1,138,705	-
Investment Earnings	1,084,812	439,000	920,400	450,000
Miscellaneous	64,237	9,000	-	-
Total Solid Waste Fund	17,054,832	15,078,761	16,698,866	15,309,298
Sustainability and Environmental Management Fund				
Intergovernmental				
Federal Grants	73,723	17,424,969	6,924,969	4,550,000
State/Local Grants	35,341	347,500	347,500	522,500
Environmental Services	1,306,532	1,324,795	1,392,236	1,507,068
Charges for Services	-	30,000	-	30,000
Investment Earnings	109,722	38,000	86,748	75,000

City of Flagstaff
Revenues Other Than Property Taxes
Fiscal Year 2025-26

Source of Revenues	Actual Revenues 2023-24	Estimated Revenues 2024-25	Actual Revenues* 2024-25	Estimated Revenues 2025-26
Sustainability and Environmental Management Fund - Continued				
Miscellaneous	$ 457	-	-	-
Total Sustainability and Env Mgmt Fund	1,525,775	19,165,264	8,751,453	6,684,568
Airport Fund				
Intergovernmental				
Federal Grants	9,355,793	18,897,220	3,904,899	9,553,845
State/Local Grants	31,175	6,297,294	31,718	1,863,051
Airport	960,175	1,533,510	1,307,989	1,317,410
Rents	762,893	898,747	762,416	937,249
Parking	509,612	562,610	550,404	561,412
Investment Earnings	51,998	38,000	46,684	62,000
Miscellaneous	55,051	26,000	18,359	1,000
Total Airport Fund	11,726,697	28,253,381	6,622,469	14,295,967
Flagstaff Housing Authority Fund				
Intergovernmental				
Federal Grants	8,068,130	11,184,337	11,184,337	16,290,620
Rents and Other Tenant Income	1,738,960	1,750,000	1,700,000	2,000,000
Miscellaneous	459,655	881,046	881,046	770,042
Total Flagstaff Housing Authority Fund	10,266,745	13,815,383	13,765,383	19,060,662
Total Enterprise Funds	104,418,485	143,783,811	99,535,663	105,375,189
Total Revenues	$ 271,320,669	322,987,931	273,025,273	293,819,064

* Includes actual revenues recognized on the modified accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Flagstaff
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal Year 2025-26

Fund	Other Financing 2025-26 Sources	Interfund Transfers 2025-26 In	Interfund Transfers 2025-26 (Out)
General Fund	$ -	3,424,055	23,656,050
Special Revenue Funds			
Housing and Community Services	-	514,000	-
Library	-	2,708,313	24,192
Highway User Revenue	-	505,000	13,000
Transportation	5,000,000	250,000	1,795,864
Beautification	-	-	702,399
Economic Development	-	247,000	82,275
Tourism	-	-	759,194
Recreation	-	-	2,574,189
Water Resource and Infrastructure Protection	-	648,000	174,143
Total Special Revenue Funds	5,000,000	4,872,313	6,125,256
Debt Service Funds			
General Obligation Bonds	-	8,833,470	-
Secondary Property Tax	-	-	8,833,470
Pension Debt Service	-	8,707,139	-
Total Debt Service Funds	-	17,540,609	8,833,470
Capital Project Funds			
Non General Obligation Bond Funded Projects	-	5,695,794	-
General Obligation Bond Funded Projects	17,079,140	459,955	-
Total Capital Projects Funds	17,079,140	6,155,749	-
Enterprise Funds			
Drinking Water	4,100,000	2,375,694	-
Wastewater	-	-	2,086,414
Reclaimed Water	-	-	194,736
Stormwater	16,000,000	4,980,830	1,074,942
Solid Waste	-	126,570	-
Sustainability and Environmental Management	-	1,271,463	224,000
Airport	-	1,708,799	261,214
Total Enterprise Funds	20,100,000	10,463,356	3,841,306
Total All Funds	$ 42,179,140	42,456,082	42,456,082

City of Flagstaff
Expenditures/Expenses by Fund
Fiscal Year 2025-26

Fund/Division	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses* 2024-25	Budgeted Expenditures/ Expenses 2025-26
General Fund					
General Administration	$ 15,769,793	19,633,599	65,000	17,674,037	22,910,857
Management Services	5,308,009	6,886,150	-	6,249,890	7,431,432
Fire	14,615,697	22,176,319	-	19,278,882	22,972,796
Police	28,500,379	27,855,509	-	25,842,857	31,126,623
Community Development	5,104,620	5,525,601	-	5,163,197	5,137,216
Public Works	4,343,998	9,436,602	-	4,741,932	10,509,306
Economic Vitality	187,197	253,451	-	154,451	255,305
Non-Departmental	(1,043,208)	5,544,168	(65,000)	(1,925,513)	310,535
City Engineering	2,042,986	2,354,908	-	2,345,063	2,526,781
Parks, Recreation, Open Space & Events	8,952,735	11,387,951	-	10,237,984	11,238,447
Contingency	49,430	2,514,000	-	100,000	2,483,000
Total General Fund	83,831,636	113,568,258	-	89,862,780	116,902,298
Special Revenue Funds					
Housing and Community Service Fund					
General Administration	-	-	-	-	4,451,072
Community Development	757,563	5,802,036	-	3,436,099	-
Non-Departmental	39,585	51,500	-	51,500	51,500
	797,148	5,853,536	-	3,487,599	4,502,572
COVID Relief Fund					
Non-Departmental	929,595	2,091,210	-	1,461,465	304,956
	929,595	2,091,210	-	1,461,465	304,956
Library Fund					
General Administration	328,134	357,048	-	357,048	383,453
Management Services	151,562	127,436	-	127,436	146,289
Public Works	37,541	62,997	-	62,997	52,778
Economic Vitality	5,605,539	8,404,439	-	5,804,981	10,026,948
Non-Departmental	70,981	86,221	-	86,221	68,188
City Engineering	-	12,930	-	12,930	-
Contingency	-	100,000	-	-	100,000
	6,193,757	9,151,071	-	6,451,613	10,777,656
Highway User Revenue Fund					
General Administration	376,704	369,439	-	369,439	378,696
Management Services	82,011	83,927	-	83,927	78,846
Public Works	6,563,228	12,219,573	-	11,703,578	9,549,490
Non-Departmental	182,781	76,671	-	76,671	122,624
City Engineering	8,813,433	10,293,512	-	9,793,512	850,862
Contingency	-	100,000	-	-	100,000
	16,018,157	23,143,122	-	22,027,127	11,080,518
Transportation Fund					
General Administration	56,447	75,209	-	75,209	98,680
Management Services	77,553	81,293	-	81,293	139,602
Public Works	3,971,574	11,043,115	-	7,385,737	13,627,594
Non-Departmental	10,337,732	16,533,864	-	16,137,864	17,059,829
City Engineering	11,065,282	81,857,354	-	17,191,453	67,465,763
	25,508,588	109,590,835	-	40,871,556	98,391,468
Beautification Fund					
Economic Vitality	730,890	5,559,192	-	2,431,825	4,532,593
Contingency	-	10,000	-	-	10,000
	730,890	5,569,192	-	2,431,825	4,542,593

City of Flagstaff
Expenditures/Expenses by Fund
Fiscal Year 2025-26

Fund/Division	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses* 2024-25	Budgeted Expenditures/ Expenses 2025-26
Economic Development Fund					
Economic Vitality	$ 1,657,827	2,415,093	-	1,848,593	2,273,879
Contingency	-	45,000	-	-	45,000
	1,657,827	2,460,093	-	1,848,593	2,318,879
Tourism Fund					
Economic Vitality	3,473,070	4,462,332	-	4,438,732	4,237,794
Contingency	-	175,000	-	-	175,000
	3,473,070	4,637,332	-	4,438,732	4,412,794
Arts and Science Fund					
Economic Vitality	950,783	1,286,551	-	1,111,551	1,686,828
Contingency	-	10,000	-	-	10,000
	950,783	1,296,551	-	1,111,551	1,696,828
Recreation Fund					
Parks, Recreation, Open Space & Events	321,759	2,520,400	-	429,574	5,731,063
	321,759	2,520,400	-	429,574	5,731,063
Parking District Fund					
General Administration	46,293	55,821	-	55,821	68,361
Management Services	12,031	11,794	-	11,794	5,523
Public Works	414	302	-	302	603
Economic Vitality	934,100	2,280,174	-	1,050,173	3,613,107
Non-Departmental	9,327	6,956	-	6,956	7,871
Contingency	-	30,000	-	-	30,000
	1,002,165	2,385,047	-	1,125,046	3,725,465
Water Resource and Infrastructure Protection Fund					
General Administration	61,444	72,707	-	72,707	75,174
Management Services	13,705	9,986	-	9,986	17,673
Fire	919,825	4,048,089	-	1,221,637	5,053,338
Public Works	3,249	4,194	-	4,194	2,278
Non-Departmental	10,206	8,664	-	8,664	9,981
Contingency	-	-	-	-	50,000
	1,008,429	4,143,640	-	1,317,188	5,208,444
Total Special Revenue Funds	58,592,168	172,842,029	-	87,001,869	152,693,236
Debt Service Funds					
General Obligation Bonds Fund					
Non-Departmental	5,644,765	11,085,460	-	15,470,513	8,833,470
	5,644,765	11,085,460	-	15,470,513	8,833,470
Pension Debt Service Fund					
Non-Departmental	8,705,430	8,705,303	-	8,705,303	8,707,139
Contingency	-	-	-	-	4,000,000
	8,705,430	8,705,303	-	8,705,303	12,707,139
Total Debt Service Funds	14,350,195	19,790,763	-	24,175,816	21,540,609
Capital Project Funds					
Non GO Bond Funded Projects Fund					
Non-Departmental	1,854,319	16,961,397	-	1,040,691	14,682,650
	1,854,319	16,961,397	-	1,040,691	14,682,650

City of Flagstaff
Expenditures/Expenses by Fund
Fiscal Year 2025-26

Fund/Division	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses* 2024-25	Budgeted Expenditures/ Expenses 2025-26
GO Bonds Funded Projects Fund					
General Administration	$ -	-	-	-	16,091,571
Fire	1,208,268	2,295,000	-	-	1,180,085
Community Development	242,958	11,005,555	-	121,170	-
Water Services	9,022,253	32,473,867	-	13,383,598	26,629,298
Non-Departmental	506,503	3,682,137	-	130,195	3,263,851
	10,979,982	49,456,559	-	13,634,963	47,164,805
Total Capital Project Funds	12,834,301	66,417,956	-	14,675,654	61,847,455
Enterprise Funds					
Drinking Water Fund					
General Administration	471,325	559,252	-	559,252	584,689
Management Services	1,126,157	1,239,444	-	1,239,444	1,418,139
Community Development	77,525	20,114	-	20,114	24,200
Public Works	19,269	11,189	-	11,189	23,829
Water Services	33,386,864	50,563,544	-	28,730,400	40,439,751
Non-Departmental	158,635	178,339	-	178,339	180,861
Contingency	-	1,000,000	-	-	1,000,000
	35,239,775	53,571,882	-	30,738,738	43,671,469
Wastewater Fund					
General Administration	250,970	281,635	-	281,635	327,215
Management Services	344,188	365,074	-	365,074	339,978
Public Works	14,621	10,769	-	10,769	14,540
Water Services	8,910,638	28,162,977	-	12,551,696	30,363,055
Non-Departmental	49,627	62,091	-	62,091	58,514
Contingency	-	800,000	-	-	800,000
	9,570,044	29,682,546	-	13,271,265	31,903,302
Reclaimed Water Fund					
General Administration	45,107	49,620	-	49,620	51,707
Management Services	35,129	35,089	-	35,089	41,811
Water Services	557,015	2,211,434	-	1,313,282	1,680,805
Non-Departmental	5,109	3,825	-	3,825	3,869
Contingency	-	50,000	-	-	50,000
	642,360	2,349,968	-	1,401,816	1,828,192
Stormwater Fund					
General Administration	92,389	91,646	-	91,646	99,779
Management Services	116,991	194,275	-	194,275	208,384
Community Development	68,150	33,905	-	33,905	48,401
Public Works	1,091	2,648	-	2,648	4,796
Water Services	11,341,328	36,572,202	-	13,572,619	29,529,125
Non-Departmental	16,741	31,960	-	31,960	26,903
Contingency	-	819,721	-	396,419	2,000,000
	11,636,690	37,746,357	-	14,323,472	31,917,388
Solid Waste Fund					
General Administration	522,768	625,150	-	625,150	606,470
Management Services	505,305	544,957	-	544,957	534,485
Public Works	20,251,907	19,272,056	-	16,595,413	13,180,061
Non-Departmental	233,796	188,923	-	188,923	197,374
Contingency	-	500,000	-	500,000	500,000
	21,513,776	21,131,086	-	18,454,443	15,018,390

City of Flagstaff
Expenditures/Expenses by Fund
Fiscal Year 2025-26

Fund/Division		Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses* 2024-25	Budgeted Expenditures/ Expenses 2025-26
Sustainability and Environmental Management Fund						
General Administration	$	92,872	101,039	-	101,039	123,166
Management Services		78,246	84,875	-	84,875	70,153
Public Works		17,522	8,251	-	8,251	48,760
Non-Departmental		15,828	24,452	-	24,452	31,192
Sustainability		2,252,109	20,589,159	-	8,004,237	10,016,300
Contingency		-	30,000	-	-	30,000
		2,456,577	20,837,776	-	8,222,854	10,319,571
Airport Fund						
General Administration		116,847	152,686	-	152,686	219,596
Management Services		128,646	128,370	-	128,370	158,632
Public Works		140,657	112,020	-	112,020	37,305
Economic Vitality		9,738,100	27,533,597	-	4,812,814	15,692,537
Non-Departmental		13,777	46,844	-	46,844	68,381
Contingency		-	100,000	-	-	100,000
		10,138,027	28,073,517	-	5,252,734	16,276,451
Flagstaff Housing Authority Fund						
General Administration		-	-	-	-	17,811,148
Community Development		10,485,241	12,419,384	-	12,419,784	-
Contingency		-	1,001,250	-	1,001,250	1,001,250
		10,485,241	13,420,634	-	13,421,034	18,812,398
Total Enterprise Funds		101,682,490	206,813,766	-	105,086,356	169,747,161
Total All Funds	$	271,290,790	579,432,772	-	320,802,475	522,730,759

* Includes actual expenditures/expenses recognized on the modified accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff
Expenditures/Expenses by Division
Fiscal Year 2025-26

Division/Fund	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses * 2024-25	Budgeted Expenditures/ Expenses 2025-26
General Administration					
General Fund	$ 15,769,793	19,633,599	65,000	17,674,037	22,910,857
Housing and Community Services	-	-	-	-	4,451,072
Library	328,134	357,048	-	357,048	383,453
HURF	376,704	369,439	-	369,439	378,696
Transportation	56,447	75,209	-	75,209	98,680
Parking District	46,293	55,821	-	55,821	68,361
Water Resource & Infrastructure Fund	61,444	72,707	-	72,707	75,174
GO Bonds Funded Projects	-	-	-	-	16,091,571
Drinking Water	471,325	559,252	-	559,252	584,689
Wastewater	250,970	281,635	-	281,635	327,215
Reclaimed Water	45,107	49,620	-	49,620	51,707
Stormwater	92,389	91,646	-	91,646	99,779
Solid Waste	522,768	625,150	-	625,150	606,470
Sustainability and Environmental Mgmt	92,872	101,039	-	101,039	123,166
Airport	116,847	152,686	-	152,686	219,596
Flagstaff Housing Authority	-	-	-	-	17,811,148
	18,231,093	22,424,851	65,000	20,465,289	64,281,634
Community Development					
General Fund	5,104,620	5,525,601	-	5,163,197	5,137,216
Housing and Community Services	757,563	5,802,036	-	3,436,099	-
GO Bonds Funded Projects	242,958	11,005,555	-	121,170	-
Drinking Water	77,525	20,114	-	20,114	24,200
Stormwater	68,150	33,905	-	33,905	48,401
Flagstaff Housing Authority	10,485,241	12,419,384	-	12,419,784	-
	16,736,057	34,806,595	-	21,194,269	5,209,817
Management Services					
General Fund	5,308,009	6,886,150	-	6,249,890	7,431,432
Library	151,562	127,436	-	127,436	146,289
HURF	82,011	83,927	-	83,927	78,846
Transportation	77,553	81,293	-	81,293	139,602
Parking District	12,031	11,794	-	11,794	5,523
Water Resource & Infrastructure Fund	13,705	9,986	-	9,986	17,673
Drinking Water	1,126,157	1,239,444	-	1,239,444	1,418,139
Wastewater	344,188	365,074	-	365,074	339,978
Reclaimed Water	35,129	35,089	-	35,089	41,811
Stormwater	116,991	194,275	-	194,275	208,384
Solid Waste	505,305	544,957	-	544,957	534,485
Sustainability and Environmental Mgmt	78,246	84,875	-	84,875	70,153
Airport	128,646	128,370	-	128,370	158,632
	7,979,533	9,792,670	-	9,156,410	10,590,947
Fire					
General Fund	14,615,697	22,176,319	-	19,278,882	22,972,796
Water Resource & Infrastructure Fund	919,825	4,048,089	-	1,221,637	5,053,338
GO Bonds Funded Projects	1,208,268	2,295,000	-	-	1,180,085
	16,743,790	28,519,408	-	20,500,519	29,206,219
Police					
General Fund	28,500,379	27,855,509	-	25,842,857	31,126,623
	28,500,379	27,855,509	-	25,842,857	31,126,623

City of Flagstaff
Expenditures/Expenses by Division
Fiscal Year 2025-26

Division/Fund	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses * 2024-25	Budgeted Expenditures/ Expenses 2025-26
Public Works					
General Fund	$ 4,343,998	9,436,602	-	4,741,932	10,509,306
Library	37,541	62,997	-	62,997	52,778
HURF	6,563,228	12,219,573	-	11,703,578	9,549,490
Transportation	3,971,574	11,043,115	-	7,385,737	13,627,594
Parking District	414	302	-	302	603
Water Resource & Infrastructure Fund	3,249	4,194	-	4,194	2,278
Drinking Water	19,269	11,189	-	11,189	23,829
Wastewater	14,621	10,769	-	10,769	14,540
Stormwater	1,091	2,648	-	2,648	4,796
Solid Waste	20,251,907	19,272,056	-	16,595,413	13,180,061
Sustainability and Environmental Mgmt	17,522	8,251	-	8,251	48,760
Airport	140,657	112,020	-	112,020	37,305
	35,365,071	52,183,716	-	40,639,030	47,051,340
Economic Vitality					
General Fund	187,197	253,451	-	154,451	255,305
Library	5,605,539	8,404,439	-	5,804,981	10,026,948
Beautification	730,890	5,559,192	-	2,431,825	4,532,593
Economic Development	1,657,827	2,415,093	-	1,848,593	2,273,879
Tourism	3,473,070	4,462,332	-	4,438,732	4,237,794
Arts and Science	950,783	1,286,551	-	1,111,551	1,686,828
Parking District	934,100	2,280,174	-	1,050,173	3,613,107
Airport	9,738,100	27,533,597	-	4,812,814	15,692,537
	23,277,506	52,194,829	-	21,653,120	42,318,991
Water Services					
GO Bonds Funded Projects	9,022,253	32,473,867	-	13,383,598	26,629,298
Drinking Water	33,386,864	50,563,544	-	28,730,400	40,439,751
Wastewater	8,910,638	28,162,977	-	12,551,696	30,363,055
Reclaimed Water	557,015	2,211,434	-	1,313,282	1,680,805
Stormwater	11,341,328	36,572,202	-	13,572,619	29,529,125
	63,218,098	149,984,024	-	69,551,595	128,642,034
Non-Departmental					
General Fund	(1,043,208)	5,544,168	(65,000)	(1,925,513)	310,535
COVID Relief Fund	929,595	2,091,210	-	1,461,465	304,956
Library	70,981	86,221	-	86,221	68,188
HURF	182,781	76,671	-	76,671	122,624
Transportation	10,337,732	16,533,864	-	16,137,864	17,059,829
Housing and Community Services	39,585	51,500	-	51,500	51,500
Parking District	9,327	6,956	-	6,956	7,871
Water Resource & Infrastructure Fund	10,206	8,664	-	8,664	9,981
General Obligation Bonds	5,644,765	11,085,460	-	15,470,513	8,833,470
Pension Debt Service Fund	8,705,430	8,705,303	-	8,705,303	8,707,139
GO Bond Funded Projects	506,503	3,682,137	-	130,195	3,263,851
Non GO Bond Funded Projects	1,854,319	16,961,397	-	1,040,691	14,682,650
Drinking Water	158,635	178,339	-	178,339	180,861
Wastewater	49,627	62,091	-	62,091	58,514
Reclaimed Water	5,109	3,825	-	3,825	3,869
Stormwater	16,741	31,960	-	31,960	26,903
Solid Waste	233,796	188,923	-	188,923	197,374
Sustainability and Environmental Mgmt	15,828	24,452	-	24,452	31,192

City of Flagstaff
Expenditures/Expenses by Division
Fiscal Year 2025-26

Division/Fund	Actual Expenditures/ Expenses 2023-24	Adopted Budgeted Expenditures/ Expenses 2024-25	Expenditure/ Expense Adjustments Approved 2024-25	Estimated Expenditures/ Expenses * 2024-25	Budgeted Expenditures/ Expenses 2025-26
Non-Departmental - Continued					
Airport	$ 13,777	46,844	-	46,844	68,381
	27,741,529	65,369,985	(65,000)	41,786,964	53,989,688
City Engineering					
General Fund	2,042,986	2,354,908	-	2,345,063	2,526,781
Library	-	12,930	-	12,930	-
HURF	8,813,433	10,293,512	-	9,793,512	850,862
Transportation	11,065,282	81,857,354	-	17,191,453	67,465,763
	21,921,701	94,518,704	-	29,342,958	70,843,406
Parks, Recreation, Open Space & Events					
General Fund	8,952,735	11,387,951	-	10,237,984	11,238,447
BBB-Recreation	321,759	2,520,400	-	429,574	5,731,063
	9,274,494	13,908,351	-	10,667,558	16,969,510
Sustainability					
Sustainability and Environmental Mgmt	2,252,109	20,589,159	-	8,004,237	10,016,300
	2,252,109	20,589,159	-	8,004,237	10,016,300
Reserves/Contingencies					
General Fund	49,430	2,514,000	-	100,000	2,483,000
Library	-	100,000	-	-	100,000
HURF	-	100,000	-	-	100,000
Beautification	-	10,000	-	-	10,000
Economic Development	-	45,000	-	-	45,000
Tourism	-	175,000	-	-	175,000
Arts and Science	-	10,000	-	-	10,000
Parking District	-	30,000	-	-	30,000
Water Resource and Infra Protection	-	-	-	-	50,000
Pension Debt Service Fund	-	-	-	-	4,000,000
Drinking Water	-	1,000,000	-	-	1,000,000
Wastewater	-	800,000	-	-	800,000
Reclaimed Water	-	50,000	-	-	50,000
Stormwater	-	819,721	-	396,419	2,000,000
Solid Waste	-	500,000	-	500,000	500,000
Sustainability and Environmental Mgmt	-	30,000	-	-	30,000
Airport	-	100,000	-	-	100,000
Flagstaff Housing Authority	-	1,001,250	-	1,001,250	1,001,250
	49,430	7,284,971	-	1,997,669	12,484,250
All Funds Total	$ 271,290,790	579,432,772	-	320,802,475	522,730,759

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Flagstaff
Full-Time Employee and Personnel Compensation
Fiscal Year 2025-26

Fund	Full-Time Equivalent (FTE) 2025-26	Employee Salaries and Hourly Costs 2025-26	Retirement Costs 2025-26	Healthcare Costs 2025-26	Other Benefit Costs 2025-26	Total Estimated Personnel Compensation 2025-26
General Fund	643.83	$ 56,838,824	$ 6,491,773	$ 6,167,420	$ 4,645,073	$ 74,143,090
Special Revenue Funds						
Housing and Community Services	1.00	87,500	10,500	9,211	8,039	115,250
Library	58.17	3,556,584	383,974	503,973	274,581	4,719,112
Highway User Revenue	36.27	2,521,664	290,886	324,079	289,727	3,426,356
Transportation	2.00	114,974	13,797	18,662	14,650	162,083
Beautification	2.75	252,251	30,314	26,771	20,014	329,350
Economic Development	2.60	245,316	29,480	17,113	19,351	311,260
Tourism	18.80	1,350,805	150,875	159,118	104,720	1,765,518
Arts and Science	0.90	83,817	10,080	8,978	6,637	109,512
Parking District	7.35	406,988	48,854	68,527	38,245	562,614
Water Resource & Infrastructure Protection	8.00	726,549	86,284	81,969	38,816	933,618
Total Special Revenue Funds	137.84	9,346,448	1,055,044	1,218,401	814,780	12,434,673
Capital Project Funds						
GO Bonds	1.23	89,266	10,712	11,323	8,234	119,535
Total Capital Project Funds	1.23	89,266	10,712	11,323	8,234	119,535
Enterprise Funds						
Drinking Water	60.68	4,788,190	572,359	581,463	415,291	6,357,303
Wastewater	22.95	1,526,400	183,170	198,389	143,369	2,051,328
Reclaimed Water	1.55	115,738	13,889	12,596	10,660	152,883
Stormwater	9.30	776,714	93,204	94,046	66,455	1,030,419
Solid Waste	48.50	3,409,277	408,185	440,728	343,295	4,601,485
Sustainability and Environmental Mgmt	15.36	1,171,161	133,211	134,179	92,390	1,530,941
Airport	15.20	1,344,280	164,398	177,913	60,647	1,747,238
Flagstaff Housing Authority	24.80	1,628,055	194,404	254,509	142,645	2,219,613
Total Enterprise Funds	198.34	14,759,815	1,762,820	1,893,823	1,274,752	19,691,210
Total All Funds	981.24	$ 81,034,353	$ 9,320,349	$ 9,290,967	$ 6,742,839	$ 106,388,508

City of Flagstaff FY 2025-26 Budget

June 3, 2025

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

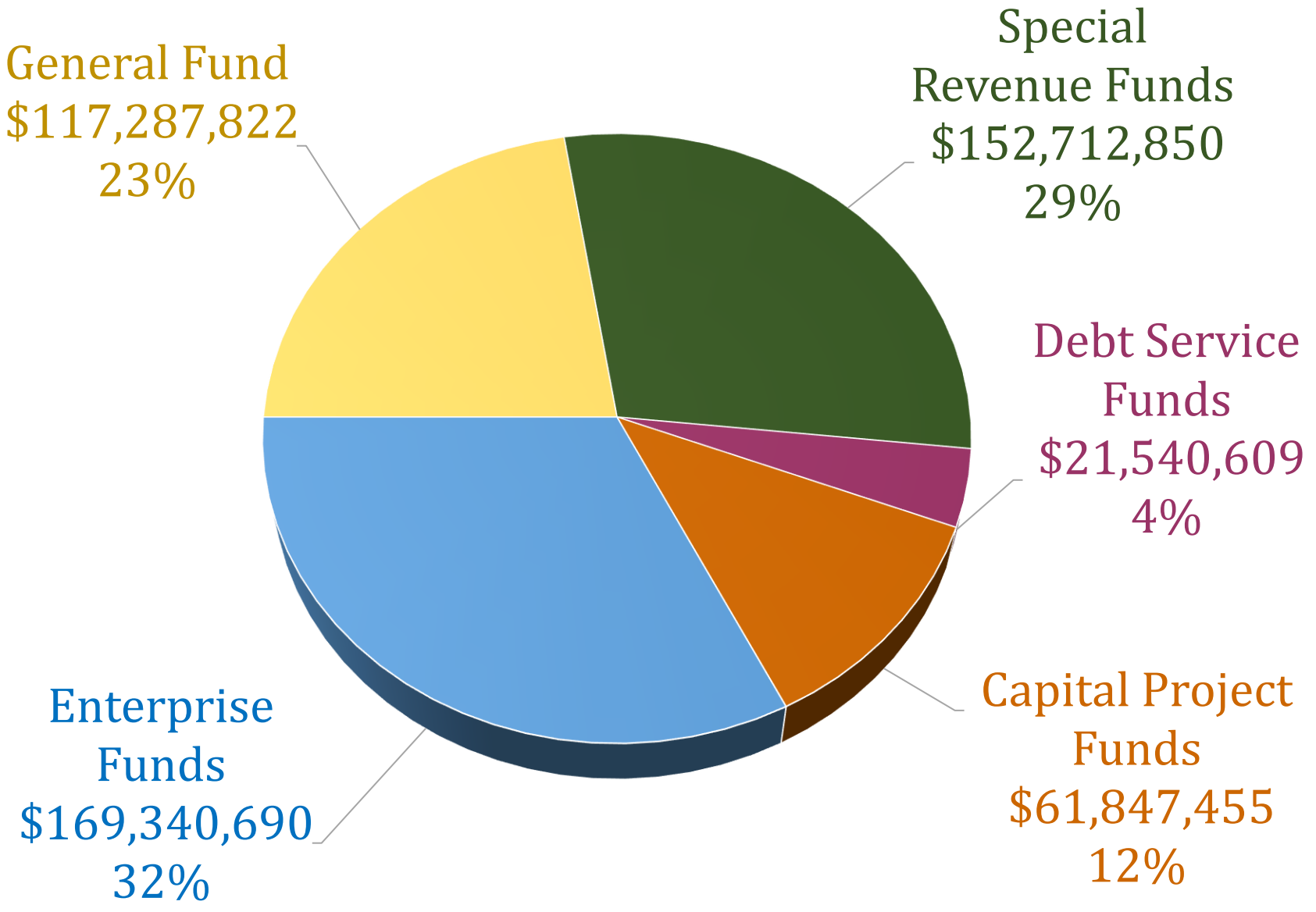
Timeline

- June 3rd – Tentative Budget Adoption
  - Sets maximum appropriation
  - Sets in motion legal requirements for final adoption
- June 17th
  - Public hearing for budget and tax levy
  - Final budget adoption
  - First reading of property tax ordinance
- July 1st – second reading and adoption of property tax ordinance

Legal Schedule A

Total
FY 2025-26
Budget:
$522,729,426

$56.7M (10%) decrease over FY 2024-25



Highlights

- Compensation and benefits
- Priority Based Budgeting – Key Community Priorities and Objectives
- Basic services and operational needs
- Infrastructure needs
- Climate Neutrality Plan
- Housing 10 Year Plan
- Property tax – flat levy plus new construction

Total Employee Investment

- ✓Ongoing pay for performance and step increases
- ✓Market adjustments to specific classifications in the Regular and Step Pay plans
- ✓Maintain cost share for all medical plans

- Total recommended compensation and benefits commitment: $4.3 Million (includes employee related expenses)

Changes Since April Retreat

- Capital Improvement Program (CIP) Carryovers - $46.4M
  - Facility projects, Transportation projects, and Water Services projects
- Operating Capital Carryovers - $11.6M
  - Fleet purchases, facilities maintenance projects
- Operational Carryovers - $18.2M
  - Various studies, software and contracts
- Operating Grant Carryovers - $6.4M
  - Community Development Block Grants (CDBG), American Rescue Plan Act (ARPA), Wildfire Grants and Sustainability Grants

Additional Information

- The Tentative Budget Book will be available 6/4/2025 at the following locations:
  - City Website
  - City Clerk's Office
  - Available Upon Request
    - Heidi Derryberry (hderryberry@flagstaffaz.gov)
- Published in Arizona Daily Sun 6/5 and 6/12
- Questions Regarding Budget

Heidi Derryberry, Budget Director, hderryberry@flagstaffaz.gov, (928)-213-2215

Questions

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Erin Young, Water Resources Manager

Co-Submitter: Lee Williams, Water Services Director

Co-Submitter: Rick Tadder

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-34: A resolution of the Flagstaff City Council adopting a Notice of Intention to increase fees; and setting a public hearing date on August 26, 2025.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-34 by title only
2. City Clerk reads Resolution No.2025-34 by title only (if approved above)
3. Adopt Resolution No. 2025-34

Executive Summary:

City Council adopted an increase to water and wastewater capacity fees in July, 2024 with the adoption of water, wastewater, and reclaimed water rates and fees. The changes to City Code were updated per the redline presented to City Council and provided to the City Clerk. However, two water meter capacity fees were mistyped by Staff. The charges listed for a 3-inch meter size and a 4-inch meter size in 7-03-001-0011 Water Main Capacity Charges need to be corrected in City Code to reflect the charges calculated and posted in the draft report at the time and the final report posted on the City's website in August 2024.

Since the corrections increase both fees, a Notice of Intention to increase fees must be adopted, pursuant to Arizona Revised Statutes Section 9-511.01, before a municipality may increase water, wastewater, reclaimed water or stormwater rates, rate components, fee or service charges. The Notice of Intention must be adopted at least 60 days prior to a public hearing (August 26, 2025), and published in the local newspaper not less than 20 days before the public hearing (August 6, 2025). A written report and cost flow analysis to support the rate increases were filed with the City Clerk on May 20, 2024 and the final report was posted on the City website on August 20, 2024. This date is well before the requirement, which is 30 days before the public hearing (July 27, 2025). A public hearing is scheduled for the August 26, 2025 City Council meeting. The second public hearing is scheduled for the September 2, 2025 City Council meeting.

Staff will present the corrected Water Main Capacity Charges for City Council review and discussion.

Financial Impact:

Staff is submitting to adjust the City Code 7-03-001-0011 Water Main Capacity Charges as follows:

- 3-inch from $81,456 to $81,459
- 4-inch from $84,459 to $135,791

Financial impact will be based on how many meters are purchased after the effective date of the new rates.

Policy Impact:

This is a correction to City Code.

Previous Council Decision or Community Discussion:
On July 3, 2024, City Council adopted Resolution No. 2024-30 and Ordinance No. 2024-19: A Resolution declaring as a public record that certain documents were filed with the City Clerk and entitled "Water Services Rates Code Changes" and an Ordinance amending the affected Flagstaff City Code by adopting by reference the document entitled "Water Services Rates Code Changes". The capacity fees were updated in City Code as per the redline presented to City Council. However, the two Capacity Fees were mistyped in the redlined document provided to the Clerk and presented to City Council.

Options and Alternatives to Recommended Action:

- Approve the Notice of Intention. This allows the process to begin for the update to the water capacity fees based on the 2024 rate study.
- Do not approve the Notice or Intention. Council may elect to keep the Capacity Fees as is. However, this would result in the fees for the 3-inch and 4-inch meter sizes collecting less than the proportional share of the system capacity compared to the other meter sizes. This would also mean that Water Services is under collecting the funds the utility was forecast to recover in the Rates and Fees Study.

Background and History:
The Water Services Division completed a Water, Reclaimed Water, and Wastewater Cost of Service Rates and Fees Study August 2024. The report provide details to the calculation of water capacity fees. The fees adopted by Council had a error in the redlines for the 3" and 4" capacity fees as compared to the report. The report is currently available on the Water Services website at https://www.flagstaff.az.gov/1275/Water-Services main page. The proposed water capacity fees are on Page 54 of the Water, Reclaimed Water, and Wastewater Cost of Service Rates and Fees Study - Final Report. This process is to allow an update to City Code to reflect that appropriate rate fo the 3" and 4" meter sizes.

Connection to PBB Priorities and Objectives:
Sustainable and Innovative Infrastructure, Safe and Healthy Community: Deliver outstanding services to residents through a healthy, well-maintained infrastructure system

Connection to Regional Plan:
Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.
Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide efficient delivery of services.

Connection to Carbon Neutrality Plan:
CR-2 Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
WS-1 Improve water infrastructure and expand water reuse.
HS-3 Adequately fund services for disaster preparedness.
HS-4 Improve the resilience of public infrastructure and City facilities.

Connection to 10-Year Housing Plan:
None.

Attachments: Res.2025-34
Water Main Capacity Fee Correction

RESOLUTION NO. 2025-34

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING A NOTICE OF INTENTION TO INCREASE WATER RATES OR RATE COMPONENTS, FEES OR SERVICE CHARGES TO CORRECT A CLERICAL ERROR; SETTING A PUBLIC HEARING DATE ON AUGUST 26, 2025; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") is a municipality engaging in a domestic water system business; and

WHEREAS, the City hereby intends to comply with Arizona Revised Statutes § 9-511.01, which establishes mandatory procedures for increasing rates, rate components, fees or service charges for the provision of public water services; and

WHEREAS, the City Council hereby intends that a copy of a written report containing data that supports the proposed increased rates or rate components, fees or service charges, be made available to the general public during a period that precedes the public hearing on the proposed increased rates or rate components, fees or service charges by at least thirty (30) days; and

WHEREAS, on July 3, 2024 the City Council adopted Ordinance No. 2024-19 establishing new water system fees, based upon a Water, Reclaimed Water, and Wastewater Cost of Service Rates and Fees Study dated April 2024 ("original report"); however due to a clerical error, the water capacity charge adopted by City Council was not correct and did not match the charge supported in the original report; and

WHEREAS, following City Council adoption of Ordinance No. 2024-19, the original report was updated and a final version was published dated August 2024 ("final report"), however there was no change to the water capacity charge; and

WHEREAS, the City Council desires to correct the clerical error and establish a water capacity charge, which is supported by both the original report and final report.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. Notice of Intention.

That the City Council hereby declares this resolution to be formal notice of intention to increase water rates or rate components, fees or service charges.

SECTION 2. Public Hearing.

A public hearing will be held before the City Council to consider proposed increases to Water

Services rates or rate components, fees or service charges at the regularly scheduled public meeting on **Tuesday, August 26, 2025, at 3:00 p.m. in the Council Chambers at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona 86001.**

SECTION 3. Written Report and Cash Flow Analysis.

The Water Services Division completed a Water, Reclaimed Water, and Wastewater Cost of Service Rates and Fees Study August 2024. The written report and data support the increased rates or rate components, fees or service charges.

The written report or data included cash flow projections that indicate all anticipated revenues from residential and nonresidential customers and the overall expenses for providing water or wastewater service.

This information shall be made available for public inspection at least thirty (30) days and preferably at least sixty (60) days before the public hearing, by filing it with the City Clerk's Office to be maintained as a public record, and by posting it on the City website.

SECTION 4. Effective Date.

This resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of June, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

7-03-001-0011 WATER MAIN CAPACITY CHARGES

The water main capacity charges for all new service connections to be charged by the Customer Service Section is presented in the following schedule:

A. A capacity charge, as prescribed below, shall be assessed upon:

1. Initial connection to the municipal water system; or
2. Any increase in meter size.

B. The capacity charges for the various types of users are as follows:

Schedule for Capacity Charges

Minimum Capacity Charge

Meter Size	Effective 09/01/2024	Maximum Flow Rate (gpm)
3/4"	$8,146	30
1"	$13,604	50
1-1/2"	$27,126	100
2"	$43,418	160
3"	~~$81,456~~ $81,459	350
4"	~~$84,459~~ $135,791	500
6"	$271,500	1,000
8"	$434,417	1,600
10"	$624,541	4,200

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Kristine Pavlik, Housing and Grants Administrator

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-30: A resolution approving the City of Flagstaff's 2025 Annual Action Plan and authorizing its submission to the U.S. Department of Housing and Urban Development (HUD)

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-30 by title only
2. City Clerk reads Resolution No. 2025-30 (if approved above)
3. Adopt Resolution No. 2025-30

Executive Summary:

This staff summary requests City Council approval of the City of Flagstaff's 2025 Annual Action Plan (AAP), a required submission to the U.S. Department of Housing and Urban Development (HUD) in order to receive Community Development Block Grant (CDBG) funding. The AAP outlines how the City will use its anticipated allocation to address Flagstaff's housing, public service, and infrastructure needs, as identified in the 2021-2025 Consolidated Plan.

The Program Year 2025 AAP details planned investments within Flagstaff City limits to support affordable housing, services for vulnerable populations, and neighborhood improvements in designated low- to moderate-income areas. The plan must be submitted within 60 days of receiving notice of HUD's official entitlement allocation. Timely submission ensures the City remains eligible to receive annual CDBG funding.

Financial Impact:

Approval of Resolution 2025-XX is essential for the City of Flagstaff to receive its annual Community Development Block Grant (CDBG) entitlement allocation, which the U.S. Department of Housing and Urban Development (HUD) has indicated is $656,638.00 for Program Year 2025. In addition to the HUD allocation, the City has received $107,893.51 in Program Income and identified $15,277.75 in prior year de-obligated funds. These additional resources increase the total funding available for CDBG-eligible projects to $779,809.26 for Program Year 2025. The proposed allocation accounts for administrative costs and includes a 10% indirect cost rate to reflect the City's associated financial impacts.

The total FY2025-26 Budget for CDBG activities is $1.12M in account numbers 021-05-108-6105-4 through 021-05-108-6121-4 in the Housing and Community Service Fund.

Policy Impact:

The Flagstaff City Council's CDBG Priorities (established January 2025):

- Provide affordable housing (rental and homeownership)
- Address homelessness

- Support neighborhood revitalization
- Workforce development (including job training and lifespan education)

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

Priority Based Budgeting

- **High Performing Governance**
  - Encourage public trust through transparency, accessibility & use of the City's public participation policy
  - Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow

- **Safe & Healthy Community**
  - Support social services, community partners & housing opportunities
  - Provide alternative responses, resources & programs, inclusive of mental health & other services

- **Inclusive & Engaged Community**
  - Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
  - Advance social equity & social justice in Flagstaff by supporting social services
  - Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices
  - Enhance community involvement, education & regional partnerships to strengthen the level of public trust
  - Ensure city facilities, services, & programs are accessible for all residents & representative of Flagstaff's diverse community

- **Sustainable, Innovative Infrastructure**
  - Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not

- **Robust Resilient Economy**
  - Support & strengthen a more robust, diverse, & sustainable economy in ways that reflect community values & provides for affordable housing opportunities
  - Enhance understanding between the development community, the City & Flagstaff residents
  - Enhance the community's workforce development programs & improve partnerships with higher education institutions & the private & public sectors

- **Livable Community**
  - Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages
  - Actively support attainable & affordable housing through City projects & opportunities with developers

- **Environmental Stewardship**
  - Implement, maintain & further the Climate Action & Adaptation Plan (CAAP) with awareness of social inequities

Regional Plan

- **Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.**
  - Policy NH.1.1. Preserve and enhance existing neighborhoods.

- **Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunities for all economic sectors.**
  - Policy NH.3.1. Provide a variety of housing types throughout the City and region, including

purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
    - Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms

- **Goal NH.4. All housing is safe and sanitary.**
    - Policy NH.4.1. Expand the availability of affordable housing throughout the region by preserving existing housing, including housing for very low-income persons. Policy NH.4.2. Reduce substandard housing units by conserving and rehabilitating existing housing stock to minimize impacts on existing residents.
    - Policy NH.4.3. Address accessibility issues and other housing barriers to persons with disabilities or special needs.
    - Policy NH.4.4. Encourage green practices in housing construction and rehabilitation that support durable, healthy, and energy efficient homes.
    - Policy NH.4.5. Renovate the existing housing stock to conserve energy and reduce utility and maintenance costs for owners and occupants.
    - Policy NH.4.6. Consider and integrate public transportation, when possible, in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.
    - Policy NH.4.7. Enforce compliance with fair housing laws.

- **Goal NH.5. Eliminate homelessness.**
    - Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.
    - Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.
    - Policy NH.5.3. Support and expand programs that prevent homelessness.
    - Policy NH.5.4. Make transitional housing resources available to populations experiencing homelessness

Carbon Neutrality Plan

- **Community resilience**
    - CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
    - CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

- **Equitable systems**
    - ES-2: Proactively engage community members on an ongoing basis
    - ES-4: Actively seek to recognize past harms, repair trust, and build deeper relationships with community members.

10 Year Housing Plan

- **Connect people to equitable housing solutions.**
    - Connect 1: Reduce homelessness in the Flagstaff community and seek creative solutions to foster housing permanency for all.
        - Connect 1.3 Continue to support and develop Coordinated Entry as a meaningful process that provides linkages to healthcare, behavioral health, and housing
    - Connect 2: Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.
        - Connect 2.1 Evaluate housing policies and strategies in City of Flagstaff planning documents through an equity lens.
        - Connect 2.2 Encourage community organizations such as local Continuum of Care to continue to integrate equity into programs and policies.
    - Connect 3: Integrate healthcare into housing programs, and housing into healthcare programs, as appropriate.
        - Connect 3.1 Raise awareness of housing security as a social determinate of health
        - Connect 3.2 Encourage neighborhoods, housing types and building practices that increase health.
        - Connect 3.3 Work in partnership with the community to develop and promote community

health measurement data collection into housing services when viable

- **Preserve affordable housing**
  - Preserve 1: Encourage the adaptive reuse of buildings.
    - Preserve 2.2 Acquire and rehabilitate already built properties for affordable housing projects when financially feasible.

- **Protect people from housing discrimination and remove housing barriers.**
  - Protect 1: Continue Flagstaff's commitment to further Federal and Arizona Fair Housing laws in all housing-related services and programs, valuing the efforts of those who seek to reduce barriers to equitable housing opportunities, and providing Fair Housing education and resources to the community.

Has There Been Previous Council Decision on This:

Staff received Council direction on Community Development Block Grant (CDBG) priorities during the January 14, 2025, Council meeting. These priorities are reflected in this staff summary's Policy Impact and Background/History sections.

Housing staff presented an overview of the CDBG applications received, along with recommendations from the ranking committee, to the Housing Commission on March 27, 2025. The Housing Commission unanimously voted to forward the recommendations to City Council with a recommendation for approval.

Staff presented the proposed funding allocations detailed in this Staff Summary to City Council during the April 22, 2025, work session.

Options and Alternatives:

1. Approve Resolution No. 2025-XX and authorize the submission of the Annual Action Plan to HUD.
2. Modify Resolution No. 2025-XX and authorize the submission to HUD.
3. Not approve Resolution No. 2025-XX and risk losing the 2025 and future CDBG allocations.

Background and History:

To receive CDBG funding, the City of Flagstaff must complete and submit the 2025 Annual Action Plan (AAP) to the U.S. Department of Housing and Urban Development (HUD) within sixty days of receiving the official entitlement allocation notification. The AAP outlines how the City will use its CDBG funds in the upcoming Program Year to address the housing, public service, and infrastructure needs identified in the 2021-2025 Consolidated Plan.

As part of the 2025 CDBG process, the Flagstaff Housing Office released a Notice of Funding Availability (NOFA) on February 6, 2025. In response, the City received five external proposals for eligible activities. In addition, staff have submitted a request for an internal community benefit project.

Housing staff reviewed each proposal for eligibility and conducted risk assessments of the proposed activities and the applying organizations. Federal funding requires specialized administrative capacity to ensure projects are compliant and funds are expended in a timely and appropriate manner. A Ranking Committee, composed of three community representatives and two City staff, evaluated and ranked the external proposals by consensus. These rankings serve as a combined risk and benefit assessment and help inform staff recommendations to the Housing Commission and ultimately City Council.

Below is a list of the proposals in ranking order. Per HUD guidelines, proposals are grouped into Housing and Public Service categories, which are subject to different funding limits and evaluation criteria. Internal proposals, such as those submitted by City departments, are not ranked competitively due to their low-risk status.

Housing Activities	Proposed Project	Requested Funding	Ranking
Housing Solutions of Northern Arizona	Acquisition of Affordable Rental Units	$280,000.00	137.5
City of Flagstaff	Community Benefit Project - Park/Playground Improvements in Target Neighborhoods	n/a	NR

Public Service Activities	Proposed Program	Requested Funding	Ranking
Northland Family Help Center	Youth Case Management	$55,000.00	140.1
Homeless Youth Connection	Empowering Youth for the Future	$40,000.00	127.6
Community Assistance Teams of Flagstaff	C.A.T.S. on Wheels	$30,000.00	125.5
Tynkertopia	TynkerSpace Initiative	$120,000.00	121.9

Key Considerations:

To continue receiving Community Development Block Grant (CDBG) funding, the City of Flagstaff must submit an Annual Action Plan (AAP) to HUD that outlines how federal funds will be used in the upcoming year and how proposed activities align with the goals identified in the 2021-2025 Consolidated Plan. The City of Flagstaff 2021-2025 Consolidated Plan was developed through a comprehensive process that included community needs assessments, housing market analysis, and extensive public and stakeholder engagement, gathered through surveys, public meetings, as well as a formal 45-day comment period. The resulting data helps prioritize funding decisions and guides which populations and activities are most likely to be served with available federal resources. HUD requires that all activities in the Consolidated Plan be assigned one of two priority levels:

- High Priority (H): Activities the City is most likely to fund with CDBG dollars over the five-year planning period.
- Low Priority (L): Activities that may be funded if resources become available.

These priority levels do not reflect a lack of need but are based on anticipated capacity and funding constraints. HUD also identifies several Special Populations as presumed low- and moderate-income. These include seniors, severely disabled adults, persons living with HIV/AIDS, survivors of domestic violence, abused children, individuals experiencing homelessness, illiterate adults, and migrant farm workers. Activities that serve these groups are tracked and reported accordingly. The summary table below outlines the Consolidated Plan's five-year goals, corresponding eligible activities, priority levels, and numeric targets. It also indicates which activities are intended to serve Special Populations. The table's format follows HUD's requirements for consistency and reporting purposes.

5-Year Consolidated Plan Goals			
Activities	**Special Population**	**Priority Level**	**5-Year Goal**
Neighborhood Revitalization, Public Facilities & Infrastructure			
Neighborhood Facility and			

5-Year Consolidated Plan Goals			
Infrastructure Improvements		High	3,000 Individuals
Public Facilities	X	High	100 Individuals
Acquisition for Affordable Housing Development		Low	3 Units
Public Services & Economic Opportunities			
Services to Meet Basic Needs	X	High	300 Individuals
Workforce Development	X	Low	15 Individuals
Housing Stabilization		High	50 Individuals
Addressing Homelessness			
Service and Facility Operating Support	X	High	1,500 Individuals
Increase Shelter Beds/Units		High	15 Beds/Units
Providing Decent Affordable Housing			
Housing Rehabilitation	X	High	20 Units
Housing Development		High	3 Units
Housing Assistance		High	50 Households

Community Benefits and Considerations:
The Community Development Block Grant (CDBG) entitlement amount for Program Year 2025 is $656,638.00. In addition to the anticipated HUD allocation, the City of Flagstaff has received $107,893.51 in Program Income and identified $15,277.75 in prior year de-obligated funds, increasing the total funding available to $779,809.26 for CDBG-eligible projects in Program Year 2025. This amount includes administrative costs and applies a 10% indirect cost rate to account for City financial impacts.

2025 CDBG Funding Recommendations Funding recommendations are developed through a detailed process that includes an eligibility review, risk assessment, and evaluation against federal CDBG regulations. Proposals are also assessed for alignment with City Council CDBG priorities and the goals established in the 2021-2025 Consolidated Plan. To support this process, a Ranking Committee composed of community members, representatives from the Housing Commission, and key City staff members reviews all eligible proposals and ranks them using a consensus-based approach. Rankings serve as both a benefit and risk assessment and inform staff funding recommendations.

Below is the CDBG funding available and associated recommendations for the 2025 Annual Action Plan:

2025 Funding Available	
PY 2025 Entitlement Allocation	$656,638.00
Program Income (PI) Prior Year Funds	$107,893.51 $15,277.75
Total Funding Available for Allocation	**$779,809.26**

Planning and Administration Funding Recommendation
Under federal CDBG regulations, no more than 20% of the annual entitlement allocation, plus the projected

future year program income, can be used for Planning and Administration activities. For Program Year 2025, this cap allows for a maximum of $145,327.60 to be allocated for administrative costs. Staff recommends allocating slightly less than the maximum allowable to the administration and indirect category to ensure compliance with the 20% limit. **Below are the funding recommendations for the Administration Category:**

Administration and Indirect (20% Maximum)	
Grant Compliance and Administration City of Flagstaff Indirect - 10%	$67,100.00 $77,900.00
Total Administration and Indirect*	**$145,000.00**

**Rounded down to ensure compliance with 15% Public Services Cap*

Public Service Funding Recommendation

Under federal CDBG regulations, no more than 15% of the annual entitlement and prior year program income may be used for Public Service activities. For Program Year 2025, this cap amounts to $1,679.73. To ensure compliance with the 15% limit, staff recommends allocating $114,000 (rounded down slightly) to support public service projects. To maximize the use of limited public service funds, staff proposes funding the highest-ranked applications in full and allocating the remaining available funds to the 3rd ranked application. This approach ensures that the City utilizes the maximum allowable public services funding while supporting critical services to vulnerable populations.

Below are the funding recommendations for the Public Service Category:

Public Service Activities (15%)	Proposed Program	Requested Funding	Staff Recommendation	Ranking
Northland Family Help Center	Youth Case Management	$55,000.00	$55,000.00	140.1
Homeless Youth Connection	Empowering Youth for The Future	$40,000.00	$40,000.00	127.6
Community Assistance Teams of Flagstaff	C.A.T.S on Wheels	$30,000.00	$19,000.00	125.5
Tynkertopia	TynkerSpace Initiative	$120,000.00	$0	121.9
Total Public Service Allocation			**$114,000.00***	

**Rounded down to ensure compliance with 15% Public Services Cap*

Housing Activity Funding Recommendation

After the above-recommended allocations to Administration and Public Services, $520,809.26 in CDBG funding remains available for Housing Activities. Staff recommends fully funding the only application received in this category, Housing Solutions of Northern Arizona's Acquisition of Rental Units, and allocating the remaining balance to a community benefit project identified by City staff: park and playground improvements in target neighborhoods. **Below are the funding recommendations for the Housing Category:**

Housing Activities	Proposed Project	Requested Funding	Staff Recommendation	Ranking
Housing Solutions of Northern Arizona	Acquisition of Affordable Rental Units	$280,000.00	$280,000.00	137.5
	Playground			

Housing Activities	Proposed Project	Requested Funding	Staff Recommendation	Ranking
City of Flagstaff	Improvements in Brannen Homes	Not Applicable	$240,809.26	Not Ranked
Total Housing Activity Allocation			**$520,809.26**	

The chart below compares each project's intended impact and the number of beneficiaries with the goals outlined in the 2021-2025 Consolidated Plan to demonstrate the Community Benefit of the CDBG funding recommendations.

2025 CDBG Funding Allocation Recommendations				
Proposed Project/Program	**Recommended Funding**	**Beneficiaries**	**Con Plan Activity**	**Con Plan 5-Year Goal**
Housing Solutions of Northern Arizona - Acquisition of Rental Units	$280,000.00	Two permanently affordable rental units - Two households initially	Housing Development	3 Units
City of Flagstaff - Playground Improvements in Brannen Homes	$181,171.26	Area Benefit - 126 Households in Brannen Homes - 1,319 Individuals in the Pine Knoll Target Area	Neighborhood Facility and Infrastructure Improvements	3,000 Individuals
Northland Family Help Center - Youth Shelter Case Management	$57,500.00	50 Youth Experiencing Homelessness and/or Child Abuse	Service and Facility Operating Support	1,500 Individuals
Homeless Youth Connection - Empowering Youth for The Future	$42,500.00	30 Youth Experiencing Homelessness	Services to Meet Basic Needs Workforce Development	315 Individuals
Total Housing Activities			**$520,809.26**	
Total Public Service Activities			**$114,000.00**	
Total Administration and Indirect			**$145,000.00**	
Total 2025 CDBG Allocation			**$779,809.26**	
Total Individuals Proposed to be Served			Two Units Created & 1,401 Individuals Benefited	

Community Involvement:
Public participation is a core component of the CDBG Annual Action Plan process, and the City of Flagstaff follows the Council-adopted CDBG Citizen Participation Plan to ensure transparency, collaboration, and equitable access to information and decision-making. Community engagement includes public meetings, open proposal processes, a ranking committee with community representation, Housing Commission review, and formal public comment periods. To prepare the Program Year 2025 Annual Action Plan (AAP), the City conducted outreach to neighborhood organizations, social service providers, and the general public. Staff held three public meetings to gather input on past project performance and future community priorities. These meetings addressed the estimated CDBG allocation (including program income and prior year funds), eligible

activities, and the focus on low- and moderate-income households.

Public Participation Meetings

January 30, 2025 -- Community Input Meeting at Market of Dreams

- Provided overview of the Consolidated Plan and Annual Action Plan
- Discussed the estimated amount of CDBG funds and eligible uses
- Solicited input on community needs and priorities
- Engaged with City departments (Capital Improvements, Planning, and PROSE) regarding City projects in target areas

February 6, 2025 -- Public Meeting at City Hall

- Detailed the Annual Action Plan and Notice of Funding Available (NOFA)
- Reviewed eligible activities and anticipated funding
- Provided guidance on the open proposal process and access to application materials
- Collected additional public comments

March 6, 2025 -- Public Comment Meeting at City Hall

- Presented proposals received and the draft Annual Action Plan
- Open discussion of proposed activities and anticipated community benefits
- Addressed anti-displacement policy and estimated benefit to low-income populations

Open Grant Process

- **NOFA Released:** January 30, 2025
- **Proposals Due:** March 3, 2025
- **Proposal Ranking Committee (community and staff):** March 19, 2025

Public Review and Recommendations

Public Comment Period on Draft AAP

- March 15 -- April 15, 2025
- Posted on the City of Flagstaff Housing Office website

March 27, 2025 -- Housing Commission Meeting

- Staff presentation of the draft Annual Action Plan and funding recommendations
- Public hearing and opportunity for community input
- Housing Commission recommendation for Council approval

April 22, 2025 -- City Council Work Session

- Presentation of draft Annual Action Plan and recommended allocations
- Discussion and input from City Council
- Public comment accepted in person or via email/mail

June 3, 2025 -- City Council Regular Meeting

- Consideration and approval of **Resolution No. 2025-XX** to authorize submission of the Annual Action Plan to HUD

Expanded Options and Alternatives:
The proposed funding allocations align with the goals outlined in the 2021--2025 Consolidated Plan and are the result of a comprehensive evaluation process, including public input, proposal rankings, and community priorities. Once the City receives its official entitlement allocation from HUD, the proposed funding amounts will be adjusted accordingly. Staff will maximize the allowable funding in the Public Service (15%) and

Planning and Administration (20%) categories, and increase or decrease external application funding in equal amounts. Any remaining adjustments will be made to the internal community benefit projects to ensure full utilization of funds. Given the limited CDBG funding available and the regulatory framework established by HUD, few alternative funding approaches would better address the immediate needs of Flagstaff's low- to moderate-income residents. While other strategies were considered, the recommended allocations reflect the most efficient and impactful use of available resources. The proposed funding prioritizes projects with the greatest potential for long-term benefit to the community, particularly in areas of housing, public services, and neighborhood improvements. Additionally, the inclusion of internal community benefit projects, such as park and playground improvements, ensures that the funding addresses a diverse range of needs across the City.

Attachments: CDBG Council Presentation
Summary of 2025 Proposals
CDBG PY25 Annual Action Plan DRAFT
Res.2025-30

CITY OF FLAGSTAFF

Housing Flagstaff

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

2025 Annual Action Plan

City Council Meeting

June 3, 2025

Today

- Program Year 2025 Annual Action Plan
- Resolution

Program Year 2025 Proposals Received

Organization	Project Program	Request
Housing/ Public Improvements		
Housing Solutions of Northern Arizona	Acquisition of Two Affordable Rental Units	**$280,000.00**
Public Services		
Community Assistance Teams of Flagstaff	C.A.T.S on Wheels – Bike Repair and Distribution	**$30,000.00**
Homeless Youth Connection	EYFTF – Youth Coach for Homeless Youth	**$40,000.00**
Northland Family Help Center	Youth Case Management for Youth Shelter Residents	**$55,000.00**
Tynkertopia	TynkerSpace Initiative Community Makerspace	**$120,000.00**

Housing Solutions of Northern Arizona

Project: Affordable Rental Acquisition (Housing Activity)

Beneficiaries: Two new units of permanently affordable rental housing, one studio and one one-bedroom, initially benefitting two households

Amount Requested: $280,000.00

Project Description: CDBG funds will be used to help off-set purchase costs for two condo units that, once acquired, will be leased to two low-and-moderate income households (80% AMI and below)

Community Assistance Teams of Flagstaff

Project: C.A.T.S on Wheels (Public Service)

Beneficiaries: 200 individuals

Amount Requested: $30,000.00

Project Description: The C.A.T.S on Wheels program includes reconditioning used bicycles for distribution to individuals in need, hosting community bicycle maintenance clinics, and providing no-cost bike repair services for persons experiencing homelessness and disadvantaged youth.

Homeless Youth Connection

Project: Empowering Youth for the Future (Public Service)

Beneficiaries: 30 youth

Amount Requested: $40,000.00

Project Description: The Empowering Youth for the Future program supports youth experiencing homelessness who are enrolled in school by connecting them with a dedicated coach. Youth Coaches help with educational and employment goals while also providing essential support for basic needs, including food, clothing, transportation, hygiene supplies, and assistance in securing transitional or permanent housing.

Northland Family Help Center

Project: Youth Shelter Case Management (Public Service)

Beneficiaries: 50 youth

Amount Requested: $55,000.00

Project Description: Northland Family Help Center will use CDBG funds to provide case management services to residents of the youth shelter including assistance and resources for addressing educational and employment needs and transitioning out of shelter and into permanent housing.

Tynkertopia

Project: TynkerSpace Initiative (Public Service)

Beneficiaries: 150 Youth + Area Benefit for Sunnyside

Amount Requested: $120,000.00

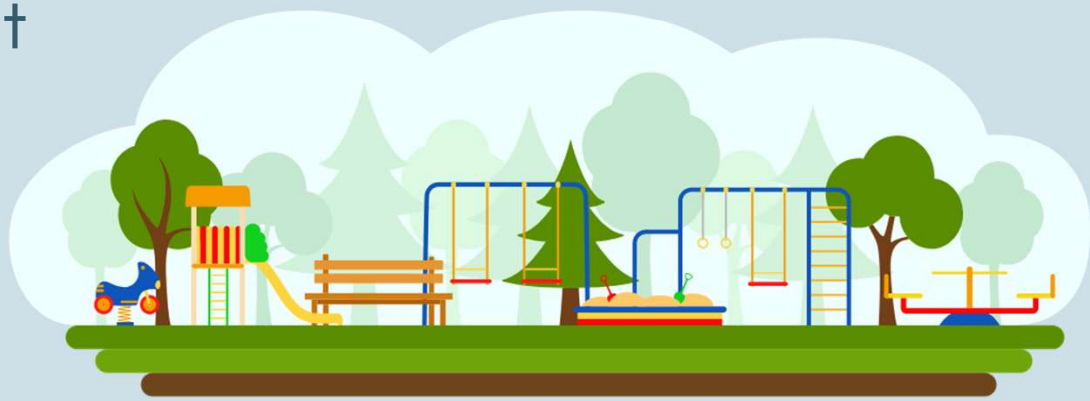
Project Description: The TynkerSpace Initiative (TSI) is a creative hub designed for youth ages 14 and up, providing mentorship and programs for career readiness and real-world STEAM (Science, Technology, Engineering, Arts, and Mathematics) experiences that will prepare the students for high-demand, technical careers.

Project: Neighborhood Revitalization and Public Facility Improvements for Brannen Homes in Pine Knoll Target Area

Beneficiaries: 126 Brannen Homes Households + Area Benefit for Pine Knoll Target Area (1,319 people)

Amount Requested: $187,000.00

Project Description: CDBG funds will be used to improve City of Flagstaff Housing Authority park facilities in the Brannen Homes development



Program Year 2025 Funding Available

Entitlement Allocation	$656,638.00
Past Year Program Income	$107,893.51
De-obligated Funds	$15,277.75
Estimated Total Available	**$779,809.26**
20% Administration and Indirect	$145,327.60
15% Public Services	$114,679.73
Housing/Public Improvements	$519,801.93

Funding Recommendations				
Organization	**Project Program**	**Average Score**	**Request**	**Recommended Allocation**
Housing/ Public Improvements				
Housing Solutions	Acquisition - Rental Units	137.5	$280,000.00	$280,000.00
City of Flagstaff	Community Benefit Projects	N/A	N/A	$240,809.26
			Total	**$520,809.26**
Public Services (15% Maximum)				
Northland Family Help Center	Youth Case Management	140.1	$55,000.00	$55,000.00
Homeless Youth Connection	EYFTF	127.6	$40,000.00	$40,000.00
Community Assistance Teams	C.A.T.S on Wheels	125.5	$30,000.00	$19,000.00
Tynkertopia	TynkerSpace Initiative	121.9	$120,000.00	$0
			Total	**$114,000.00**
Administration and Indirect (20% Maximum)				
City of Flagstaff	Admin/Indirect	N/A	$145,000.00	**$145,000.00**
			Total	**$779,809.26**

Questions, Suggestions & Next Steps

- June 3, 2025- Resolution for Council Consideration Authorizing Submission of the Program Year 2025 Annual Action Plan

- May 15th, 2025, or 60 days after Notification of 2025 Entitlement
  - Annual Action Plan due to HUD

Contact Information

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Summary of CDBG Program Year 2025 Proposals and Recommended Funding Allocations

Public Service Activities

Organization: Community Assistance Teams of Flagstaff
Project: C.A.T.S on Wheels
Beneficiaries: 200 unique individuals experiencing homelessness
Amount Requested: $30,000.00
Recommended Funding: $19,000.00
Project Description: The C.A.T.S on Wheels program includes reconditioning used bicycles for distribution to individuals in need, hosting community bicycle maintenance clinics, and providing no-cost bike repair services for persons experiencing homelessness and disadvantaged youth.

Organization: Homeless Youth Connection
Project: Empowering Youth for the Future
Beneficiaries: 30 youth experiencing homelessness
Amount Requested: $40,000.00
Recommended Funding: $40,000.00
Project Description: The Empowering Youth for the Future program supports youth experiencing homelessness who are enrolled in school by connecting them with a dedicated coach. Youth Coaches help with educational and employment goals while providing essential support for basic needs, including food, clothing, transportation, hygiene supplies, and assistance securing transitional or permanent housing.

Organization: Northland Family Help Center
Project: Youth Shelter Case Management
Beneficiaries: 50 youth
Amount Requested: $55,000.00
Recommended Funding: $55,000.00
Project Description: Northland Family Help Center will use CDBG funds to provide case management services to residents of the youth shelter, including assistance and resources for addressing educational and employment needs and transitioning out of the shelter into permanent housing.

Organization: Tynkertopia
Project: TynkerSpace Initiative
Beneficiaries: 150 Youth and Area Benefit for Sunnyside Target Neighborhood
Amount Requested: $120,000.00
Recommended Funding: $0
Project Description: The TynkerSpace Initiative (TSI) is a creative hub designed for youth ages 14 and up, providing mentorship and programs for career readiness and real-world STEAM (Science, Technology, Engineering, Arts, and Mathematics) experiences that will prepare the students for high-demand, technical careers.

Housing Activities

Organization: Housing Solutions of Northern Arizona
Project: Affordable Rental Acquisition
Beneficiaries: Two new units of permanently affordable rental housing, one studio, and one one-bedroom, initially benefitting two households
Amount Requested: $280,000.00
Recommended Funding: $280,000.00
Project Description: CDBG funds will be used to help off-set purchase costs for two condo units that, once acquired, will be leased to two low-and-moderate income households (80% AMI and below).

Organization: Staff Request
Project: Neighborhood Revitalization and Public Facility Improvements for Brannen Homes in Pine Knoll Target Area
Beneficiaries: 126 Brannen Homes Households (approx. 500 people) and Area Benefit for Pine Knoll Target Neighborhood (1,319 people)
Recommended Funding: $240,809.26 (remaining funds after the above allocations)
Project Description: CDBG funds will be used to improve City of Flagstaff Housing Authority park facilities in the Brannen Homes development.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Flagstaff Annual Action Plan is submitted annually to the U.S. Department of Housing and Urban Development (HUD) and serves as the City's formal application for Community Development Block Grant (CDBG) entitlement funding. This document outlines how the City will allocate its CDBG funds during Program Year 2025 (July 1, 2025 – June 30, 2026) to address local housing and community development needs, particularly for low- and moderate-income residents.

Program Year 2025 represents the fifth and final year of implementation under the 2021–2025 Consolidated Plan, a five-year strategic planning document that guides the City's use of federal resources to meet community-identified priorities. The Consolidated Plan's goals are based on extensive public input, data analysis, and consultation with local stakeholders and service providers.

This Annual Action Plan describes the projects, activities, and expected outcomes for the year ahead. It identifies how funding will support the Consolidated Plan goals of affordable housing, homelessness prevention, public services, and neighborhood revitalization. Proposed activities were selected through a competitive Notice of Funding Availability (NOFA) and application process, and final allocations were approved by the Flagstaff City Council following a public comment period and public hearing.

The CDBG program provides flexible funding for a wide range of eligible activities, all of which must primarily benefit low- and moderate-income residents of the City of Flagstaff. The sections that follow detail the funding sources, community engagement efforts, project descriptions, and performance goals for the 2025 Program Year.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Community Development Block Grant (CDBG) program is administered by the U.S. Department of Housing and Urban Development (HUD) through its Office of Community Planning and Development. Based on its size and population characteristics, the City of Flagstaff is classified as an "entitlement community," meaning it receives an annual CDBG allocation directly from HUD rather than through a competitive application process. Funding levels are determined using a formula that considers population size, poverty levels, housing conditions, and other demographic factors.

To receive CDBG funds, the City must prepare a Five-Year Consolidated Plan and submit an Annual Action Plan each year that outlines how CDBG resources will be used in alignment with the long-term goals of the Consolidated Plan. The Consolidated Plan for Program Years 2021–2025,

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submitted to HUD on May 15, 2021, serves as the strategic framework for Flagstaff's use of federal funds.

The CDBG program was established by the Housing and Community Development Act of 1974 and is guided by three primary national objectives set by Congress:

- Providing decent housing
- Creating a suitable living environment
- Expanding economic opportunities

These objectives must principally benefit low- and moderate-income individuals and households.

The Annual Action Plan serves as the implementation roadmap for each program year, defining specific projects and activities that support the broader goals identified in the Consolidated Plan. This Plan outlines activities for Program Year 2025 (July 1, 2025 – June 30, 2026), the third year of the current five-year planning period. It includes funding allocations, project descriptions, and performance goals, as well as a summary of how activities were selected through a public and competitive process.

As part of the 2021–2025 Consolidated Plan process, the City conducted a comprehensive Needs Assessment and Market Analysis to evaluate housing conditions, demographic trends, and barriers to community development. Through extensive stakeholder engagement and public input, Flagstaff identified four priority needs and established 11 strategic goals to guide the use of CDBG funds over the five-year period. These priorities serve as the foundation for selecting projects in each Annual Action Plan.

Identified High Priority Needs and Activity Goals Established

- Support neighborhood revitalization and public facilities and infrastructure improvements especially in established target areas including:

1. Neighborhood revitalization including Neighborhood Facility and Infrastructure Improvements (3,000 people)
2. Public Facilities Improvements (100 people)
3. Acquisition for Affordable Housing (100 people)

- Support public services and economic opportunities for low-and moderate income persons including:

1. Services to Meet Basic Needs (300 people)
2. Workforce Development (15 people)
3. Housing Stabilization Services (50 households)

- Support services and projects addressing homelessness including:

1. Service and Facility Operating Support (1,500 people)

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2. Increase Shelter Beds/Units (15 beds/units)

- Support the development, accessibility, and preservation of decent affordable housing including:

1. Rehabilitation of owner and/or renter households/units (20 units)

2. Development of owner and/or renter affordable housing units (3 units)

3. Housing Assistance for owner and/or renter households (50 households)

Building on the foundation of the 2021–2025 Consolidated Plan, the City of Flagstaff has identified targeted goals and projects for Program Year 2025 that address urgent housing needs, support vulnerable youth, and enhance community infrastructure in underserved neighborhoods. Each funded activity advances one or more of the CDBG program's national objectives: providing decent housing, creating a suitable living environment, and expanding economic opportunities—principally for low- and moderate-income residents.

Program Year 2025 CDBG-funded projects include:

- Public services for homeless youth, including case management and a dedicated youth coach, to improve stability, engagement, and access to resources for one of the City's most vulnerable populations.

➤ Aligned Consolidated Plan Goals:

• Services to Meet Basic Needs

• Housing Stabilization Services

• Service and Facility Operating Support

- Acquisition of two rental units to expand Flagstaff's affordable housing inventory for low- and moderate-income residents.

➤ Aligned Consolidated Plan Goals:

• Acquisition for Affordable Housing

• Development of Owner and/or Renter Affordable Housing Units

- Playground and park infrastructure improvements in a designated target neighborhood, supporting safe and accessible public spaces.

➤ Aligned Consolidated Plan Goals:

• Neighborhood Revitalization, including Facility and Infrastructure Improvements

• Public Facilities Improvements

These investments were selected through a competitive Notice of Funding Availability (NOFA) process and approved by the Flagstaff City Council following a public comment period and public hearing. The selected projects reflect the City's ongoing commitment to increasing housing access,

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supporting at-risk populations, and strengthening neighborhoods through strategic, data-informed use of CDBG resources.

Together, the funded projects for Program Year 2025 contribute to the City's progress on its 11 Consolidated Plan goals and advance the high-priority needs identified through the Needs Assessment and public engagement process.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In Program Year (PY) 2025, the City of Flagstaff advanced key strategies outlined in its 2021–2025 Consolidated Plan by investing in housing, public services, economic opportunities, and community infrastructure that responded to urgent and ongoing local needs. The City received $740,779.50 in CDBG funding, composed of a $541,191 entitlement and $199,588.50 in reallocated and prior year program income. Additionally, the City successfully fully expended its remaining $1,126,155 in CDBG-CV funds, which were dedicated to preventing, preparing for, and responding to the impacts of the COVID-19 pandemic.

CDBG investments in PY 2025 supported a combination of housing, economic, public service, and infrastructure priorities through a competitive sub-recipient process. The City also focused on project planning for future program years to ensure continuity in meeting critical community needs.

Completed activities in PY 2025 include:

- Acquisition of affordable rental units to expand access to stable, income-restricted housing;
- Workforce development and job training programs for low-income individuals;
- Childcare scholarships to support working families;
- Emergency shelter operations for households experiencing homelessness;
- Operational support for transitional housing, providing stability and wraparound services.

The City also made progress on multi-year capital investments funded in previous Annual Action Plans, with construction expected to conclude in PY 2025. Ongoing projects include:

- Neighborhood infrastructure improvements;
- Hotel rehabilitation for use as transitional housing;
- Shelter facility upgrades;
- Owner-occupied housing rehabilitation;
- Continued support for transitional housing operations.

Key accomplishments from PY 2025 included:

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- Affordable Housing: Acquisition of two permanently affordable rental units by a local nonprofit;

- Workforce Development: Paid apprenticeships through Threaded Together provided skill-building and job-readiness training for low-income individuals in textile production;

- Childcare Support: Scholarships for 12 children from six low-income households, enabling parents to maintain or seek employment;

- Transitional Housing: Operational support for JoJo's Place, a transitional housing development that served 27 households with housing and case management services.

In total, 955 individuals benefited from CDBG-funded projects and services during the 2025 Program Year. All households assisted met low- and moderate-income requirements, with many earning below 30% of the Area Median Income (AMI).

The City of Flagstaff is proud of the progress achieved in PY 2025 and remains committed to maximizing the impact of available resources through targeted, community-informed investments. The accomplishments of this past year directly informed the project selection and goal setting for Program Year 2025, ensuring that CDBG activities continue to align with the City's strategic priorities and address evolving community needs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The development of the Program Year 2025 Annual Action Plan included a robust public participation process designed to engage community stakeholders, residents of CDBG target neighborhoods, and service providers. This process consisted of five public meetings, a formal Notice of Funding Availability (NOFA), a 30-day public comment period, and individualized technical assistance for interested applicants.

A draft of the Annual Action Plan was made available online at the City of Flagstaff Housing Section's website for a 30-day public comment period beginning March 15, 2025, and ending April 15, 2025. A public hearing was held during the April 22, 2025, City Council Work Session, where recommended activity allocations were presented and public comments invited. Final funding decisions were made during the May 6, 2025, City Council Meeting, at which time Council approved submission of the Annual Action Plan.

Notices of public meetings were published at least one week in advance in the Arizona Daily Sun and shared with the Coconino County Continuum of Care, which maintains a mailing list of over 300 individuals representing organizations that serve homeless and at-risk households, mainstream housing and service providers, civic leaders, and other community stakeholders. Notices were also distributed via the City of Flagstaff Housing Section website, social media platforms, and mailing list.

All notices included the meeting topic, location, and how to submit comments for those unable to attend. Meetings were held in accessible locations, and several were offered in a hybrid format,

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allowing both in-person and virtual attendance. Language or accessibility accommodations were made when requested at least 24 hours in advance.

The City of Flagstaff Housing Commission, an advisory body to City Council, plays an integral role in the CDBG process. Two Housing Commission members served on the formal application ranking committee for PY 2025. Staff presented funding recommendations to the full Housing Commission on March 27, 2025, where the Commission unanimously voted to recommend approval of the proposed allocations to City Council.

As part of the City's updated Citizen Participation Plan (adopted with the 2021 Consolidated Plan), enhanced community engagement was achieved by partnering with A League of Neighborhoods (ALN)—which includes the Southside Community Association, La Plaza Vieja Neighborhood Association, and Sunnyside Neighborhood Association—to host neighborhood-specific meetings in CDBG target areas.

In January 2025, City staff and ALN hosted a public meeting at the Market of Dreams to gather feedback on community priorities and CDBG-eligible activities. Staff from Housing, Capital Improvements, Planning, and PROSE also attended to discuss upcoming City projects in target neighborhoods. A second public meeting was held on February 6, 2025, at City Hall to present the CDBG proposal process and eligible project types.

In March 2025, City staff hosted a final meeting to review submitted applications and gather public input in preparation for drafting the Annual Action Plan and making funding recommendations.

This multi-faceted public participation process reflects the City's commitment to transparency, equity, and inclusive decision-making in the allocation of federal resources.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received.

7. Summary

The City of Flagstaff conducted public outreach and accepted applications and public comment related to funding recommendations/allocations that meet the priority needs and established 5-year goals and objectives in following priority areas:

- neighborhood revitalization, public facilities, and infrastructure,
- public services and economic opportunities,
- addressing homelessness, and
- decent affordable housing.

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The table below summarizes planned CDBG activities and the priority level and 5-year numeric goal for each. Activities that might be targeted to special populations are indicated. The table is designed to meet HUD requirements.

Activity Special Population Priority Level 1-year Goal 5-year Goal

Priority Need: Neighborhood Revitalization, Public Facilities & Infrastructure

Neighborhood Facility and Infrastructure Improvements High 1,257 people 3,000 people

Public Facilities X High 380 people 100 people

Acquisition for Affordable Housing Development Low 3 units

Table 1 - 5-year Consolidated Plan Goals

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role Name Department/Agency

Table 1 – Responsible Agencies

Narrative (optional)

The City's Housing Section is the HUD "lead agency" for the CDBG Consolidated Plan and Annual Action Plan. The Housing Section is part of the City's Community Development Division. In addition to Housing, the Community Development Division includes the Planning and Development services sections.

The Housing Section works to address the shortage of affordable housing with a number of programs and tools. In addition to administration of the CDBG program, the Housing Section performs four primary functions.

1) Research and Planning. Key to this focus area is the identification and maintenance of data pertinent to housing in Flagstaff and nationally, the creation and implementation of plans, the location and review of best practices and additional tools being used in other communities, and project specific planning.

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2) Policy. The development and subsequent implementation of policy initiatives is critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market based solutions.

3) Housing Programs and Development. This focus area encompasses programmatic areas, as well as the implementation of previous planning efforts, resulting in the creation of housing opportunities.

4) The Flagstaff Housing Authority owns and manages 265 units of low-income public housing, administers 342 Section 8 Housing Choice Vouchers, 106 VASH Vouchers for Veterans, 40 Mainstream vouchers for households with a disabled adult, 29 Emergency Housing Vouchers and 3 Foster Youth Initiative (FYI) Vouchers for youth aging out of the State foster care system. The Housing Authority also manages Clark Homes, a Section 8 new construction development with 80 units of low-income housing and provides twelve Section 8 Certificates for the seriously mentally ill, in partnership with the Guidance Center. There are currently more than 150 landlords participating in the City's Rental Voucher Programs.

Consolidated Plan Public Contact Information

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The City of Flagstaff DUNS Number is 08-830-2625

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

In developing the 2025 Annual Action Plan, the City of Flagstaff engaged in extensive consultation with a broad range of agencies and organizations that provide essential services related to housing, social services, support for elderly and disabled individuals, care for persons with HIV/AIDS, services for children experiencing neglect, and assistance for individuals and families impacted by homelessness.

A draft of the Consolidated Plan was made publicly available on the City's website beginning on March 3, 2025, allowing the public to review and provide feedback. A public hearing was held on April 11, 2025, during the City Council work session, where both stakeholders and community members were encouraged to attend and submit comments, either in person or in writing.

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Additional consultation efforts were conducted with the Coconino County Continuum of Care, a coalition of organizations dedicated to supporting homeless individuals and families. Outreach also extended to residents of neighborhoods identified in the CDBG plan, with two targeted meetings held in September 2024 and March 2025 to gather input on community needs and priorities.

As part of the 2021 update to Flagstaff's Consolidated Plan, the City also enhanced its Citizen Participation Plan to include two annual public meetings specifically focused on outreach in designated target neighborhoods. The first meeting, held in late summer or early fall, gathers broad community feedback on citywide concerns and provides information on available City funding and project selection processes. The second meeting, held during the Annual Action Plan process, focuses on CDBG-eligible projects in the target neighborhoods, providing residents with information on upcoming City-led initiatives that may seek funding.

Flagstaff residents have consistently expressed concerns about wildfire risks and flooding. In response, the City continues to collaborate with organizations like the United Way of Northern Arizona to offer resources to residents affected by flooding and fire damage. City staff also actively participates in VOAD (Volunteers and Organizations Active during Disasters) meetings and has secured funding to support ongoing flood mitigation efforts.

Broadband Infrastructure:

In alignment with Flagstaff's commitment to expanding digital access, the City has developed a Broadband Infrastructure Master Plan, in collaboration with key community partners, including Coconino County, Northern Arizona University, and the Flagstaff Unified School District. This initiative includes a significant investment of approximately $3 million to support fiber-optic broadband expansion throughout the city.

Wecom Fiber, an Arizona-based internet service provider, has partnered with the City to deliver high -speed, fiber-optic broadband to homes, businesses, and public facilities across Flagstaff. This project is designed to close the digital divide and provide reliable internet access to over 72,000 residents.

Key Project Details:

- City Facilities Coverage: The project will bring multi-gigabit broadband to 34 critical City-owned facilities, including City Hall, public libraries, fire stations, and the Flagstaff Aquaplex.
- Private Network Expansion: Wecom is constructing a 1.1 million-foot fiber network that will span nearly all of Flagstaff, covering approximately 95% of the city.
- Financial Investment: The total investment in this project is approximately $40 million, with Wecom contributing $3 million and the City of Flagstaff providing a $2 million grant to support the expansion.
- Project Timeline: Construction began on April 16, 2025, with the first customers expected to come online by summer 2025. The entire project is expected to be completed within three years.

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- Community Impact: This expanded broadband network will enhance connectivity for residents, support local businesses, and improve access to critical services such as education, healthcare, and government resources.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Flagstaff has established a robust coordination framework to enhance collaboration between public and assisted housing providers, as well as private and governmental health, mental health, and social service agencies. Central to this effort is an extensive mailing and email distribution list that includes over 150 representatives from organizations serving homeless and at-risk populations, mainstream service providers, housing agencies, community development organizations, and civic leaders. This network ensures regular communication about planning initiatives, funding opportunities, policy changes, and other relevant information.

Flagstaff is an active member of the local Continuum of Care (CoC), where it also holds a position on the Executive Committee. The CoC has developed its own extensive communication list, which includes over 300 stakeholders who represent organizations working with homeless individuals and families, social service agencies, and community groups. This list is a vital tool for informing agencies about planning efforts, funding opportunities, and any changes in policy or practice. In addition, the City of Flagstaff encourages engagement through its Housing Facebook page, further expanding outreach to local communities.

In the development of the 2025 Annual Action Plan, the City engaged with a wide array of agencies providing critical services to vulnerable populations, including housing, social services, and support for elderly and disabled persons, people living with HIV/AIDS, children in neglect, and families impacted by homelessness. The following agencies participated in the public meeting for the Annual Action Plan:

1. Catholic Charities of Northern Arizona
2. Coconino County Health and Human Services
3. City of Flagstaff Housing Section
4. City of Flagstaff Water Services
5. Flagstaff Shelter Services
6. City of Flagstaff Capital Improvement and Engineering
7. Housing Solutions of Northern Arizona
8. Salvation Army
9. Threaded Together
10. Boys and Girls Club of Flagstaff
11. Community Assistance Teams of Flagstaff

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12. DNA People's Legal

13. Habitat for Humanity

The City Housing Section actively collaborates with various agencies, committees, and both City and County departments to coordinate the delivery of resources to eligible households. When appropriate, the City supports developers applying for Low-Income Housing Tax Credits (LIHTC) and helps facilitate other projects aimed at serving Flagstaff's low- and moderate-income residents.

Projects targeting special populations, such as the homeless, and those located in identified target neighborhoods receive priority points during the project ranking process. Additionally, the City awards points to projects that demonstrate strong community collaboration, including leveraging resources, staffing partnerships, formal agreements, and letters of support from community stakeholders.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Flagstaff is an active participant in the Coconino County Continuum of Care (CoC), which is managed by the Arizona Department of Housing. The City engages in various working groups, sub-committees, and advisory groups that focus on specific homeless and at-risk populations, including chronically homeless individuals and families, families with children, veterans, and unaccompanied youth. These collaborative meetings bring together a diverse range of stakeholders, including shelter providers, housing providers, prevention organizations, and agencies delivering emergency and transitional shelter services, rapid re-housing, and permanent supportive housing solutions.

City staff are actively involved in the CoC's Executive Committee and play a key role in shaping policy and program decisions. Through their participation, the City helps ensure that the unique needs of vulnerable populations are addressed and that service coordination is optimized.

For the past seven years, the City has been an active participant in the Point-In-Time (PIT) steering committee, collaborating with various partners to conduct this critical annual survey that provides a snapshot of homelessness in the community. Additionally, City staff have worked closely with Northern Arizona University to assist in developing the survey instrument for the Balance of State Continuum of Care, which allows for more consistent and accurate data collection across the region.

City staff also lead and participate in key initiatives that further support homeless persons and at-risk individuals, including:

- Flagstaff Project Homeless Connect Steering Committee: This annual event brings together service providers, volunteers, and community members to connect individuals experiencing homelessness with a wide range of essential services, from healthcare to legal assistance.

- System Design Steering Committee: This committee focuses on improving the overall structure of homelessness services in Flagstaff and the surrounding areas. One of its major

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accomplishments is the creation of Front Door Coordinated Entry, a single point of access for individuals in housing crisis.

Since its inception in January 2017, Front Door has simplified the process of accessing housing and services for individuals in crisis. By entering the program, community members facing homelessness are connected to a comprehensive network of services designed to meet their immediate needs and offer pathways to long-term housing stability. The Front Door Program serves as a critical entry point for those seeking support, making the process of accessing emergency shelter, rapid re-housing, and other resources much more streamlined and efficient.

Through these ongoing efforts and collaborations, the City of Flagstaff continues to address the pressing needs of homeless individuals and families, with a particular focus on chronically homeless individuals, families with children, veterans, and unaccompanied youth. The City remains committed to ensuring that all residents have access to safe, stable housing and the services necessary to overcome homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Flagstaff is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1 Agency/Group/Organization Flagstaff Shelter Services, Inc

Agency/Group/Organization Type Housing

Services - Housing

Services-Children

Services-Elderly Persons

Services-Persons with Disabilities

Services-Persons with HIV/AIDS

Services-Victims of Domestic Violence

Services-homeless

What section of the Plan was addressed by Consultation? Housing Need Assessment

Public Housing Needs

Homeless Needs - Chronically homeless

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Homeless Needs - Families with children

Homelessness Needs - Veterans

Homelessness Needs - Unaccompanied youth

Homelessness Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? Flagstaff Shelter Services offers homeless individuals shelter and supportive services and is focused on chronically homeless individuals, many of whom have serious psychiatric or substance abuse issues. Flagstaff Shelter Services provides all individuals experiencing homelessness with coordinated entry know as Flagstaff's Front Door. The agency was consulted through public meetings, the public comment period and one on one technical assistance.

2 Agency/Group/Organization Z - DO NOT USE - CATHOLIC CHARITIES OF NORTHERN ARIZONA

Agency/Group/Organization Type Housing

Services - Housing

Services-Children

Services-Elderly Persons

Services-Persons with Disabilities

Services-Persons with HIV/AIDS

Services-Victims of Domestic Violence

Services-homeless

What section of the Plan was addressed by Consultation? Housing Need Assessment

Public Housing Needs

Homeless Needs - Chronically homeless

Homeless Needs - Families with children

Homelessness Needs - Veterans

Homelessness Needs - Unaccompanied youth

Homelessness Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? Catholic Charities of Northern Arizona continued to monitor the needs of Northern Arizona communities and responded by providing life-changing services that protect and nurture children, help strengthen families and assist individuals in crisis. Catholic Charities delivers services in foster care, adoption

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and pregnancy counseling, North Star youth development and Westside Head Start early education. Over the years in response to community needs, Catholic Charities has grown to serve veterans and their families, sex-trafficked survivors, victims of domestic abuse, refugees and those experiencing homelessness. Catholic Charities of Northern Arizona is also a key partner of the Front Door of Coconino County.

3 Agency/Group/Organization Coconino County Health and Human Services

Agency/Group/Organization Type Services - Housing

Services-Children

Services-Elderly Persons

Services-Persons with Disabilities

Services-Persons with HIV/AIDS

Services-Victims of Domestic Violence

Services-homeless

Services-Health

Services-Education

Services-Employment

Health Agency

Other government - County

What section of the Plan was addressed by Consultation? Housing Need Assessment

Public Housing Needs

Homeless Needs - Chronically homeless

Homeless Needs - Families with children

Homelessness Needs - Veterans

Homelessness Needs - Unaccompanied youth

Homelessness Strategy

Non-Homeless Special Needs

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? Coconino County Health and Human Services Department (CCHHS) is the largest provider of emergency services in the community, specifically eviction/foreclosure prevention and move in assistance; it is the number one referral agency in both the County and the City of Flagstaff. Coconino County Health and Human Services is the recognized Community Action Agency for the County and covers

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a service area of 18,000 square miles. CCHHS has successfully administered an eviction and foreclosure prevention program for the last thirty-six (36) years. The agency was consulted through public meetings, the public comment period and one on one technical assistance.

4 Agency/Group/Organization City of Flagstaff

Agency/Group/Organization Type Housing

PHA

Other government - Local

Major Employer

What section of the Plan was addressed by Consultation? Housing Need Assessment

Public Housing Needs

Economic Development

Anti-poverty Strategy

Lead-based Paint Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? The City will continue to utilize CDBG funds in target neighborhoods. These programs serve low to moderate income residents of target neighborhoods. The programs improve infrastructure and revitalize low income neighborhoods

5 Agency/Group/Organization Housing Solutions of Northern Arizona

Agency/Group/Organization Type Housing

Services - Housing

Services-Victims of Domestic Violence

Services - Victims

What section of the Plan was addressed by Consultation? Housing Need Assessment

Homeless Needs - Families with children

Homelessness Strategy

Non-Homeless Special Needs

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? Housing Solutions of Northern Arizona (HSNA) is a nonprofit housing organization, founded as the Affordable Housing Coalition in 1990 through the grassroots efforts of local citizens concerned about the lack of affordable housing in the Flagstaff community. HSNA expanded from an advocacy organization to one that focuses on programs designed to help residents identify and maintain safe, decent, and

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affordable housing. The agency's mission is "building opportunities for sustainable, affordable housing in northern Arizona." The agency was consulted through public meetings, the public comment period and one on one technical assistance.

6 Agency/Group/Organization Threaded Together

Agency/Group/Organization Type Services-Victims of Domestic Violence

Services-Education

Services-Employment

What section of the Plan was addressed by Consultation? Non-Homeless Special Needs

Economic Development

Anti-poverty Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? Threaded Together is a nonprofit organization devoted to inspiring creativity and connection through textile arts programs that empower participants, enrich community, and offer employment pathways for women and vulnerable populations. The agency was consulted through public meetings, the public comment period and one on one technical assistance.

7 Agency/Group/Organization Habitat for Humanity of Flagstaff

Agency/Group/Organization Type Housing

What section of the Plan was addressed by Consultation? Housing Need Assessment

Non-Homeless Special Needs

Anti-poverty Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? Habitat for Humanity believes that every man, woman, and child should have a decent, safe, and affordable place to live. The organization builds and repairs houses all over the world using volunteers and donations. Partner families purchase these houses through no-profit, no-interest mortgage loans and other innovative financing methods. The agency was consulted through public meetings, the public comment period and one on one technical assistance.

8 Agency/Group/Organization A League of Neighborhoods

Agency/Group/Organization Type Coalition of Neighborhood Associations

Neighborhood Organization

What section of the Plan was addressed by Consultation? Housing Need Assessment

Non-Homeless Special Needs

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Market Analysis

Economic Development

Anti-poverty Strategy

Lead-based Paint Strategy

Target Neighborhood Outreach

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? A League of Neighborhoods (ALN) began in the winter of 2005 when three neighborhood associations (the Plaza Vieja Neighborhood Association, Inc. (LPVNA), the Southside Community Association, Inc. (SSCA) and Sunnyside Neighborhood Association of Flagstaff, Inc. (SNA) partnered to prevent the sale and possible demolishment of the historic Murdoch Community Center (located in the Southside neighborhood).Since 2005 the organizations represented within the ALN continued to work together on other such projects and neighborhood initiatives (e.g. voter registration and food drives, neighborhood clean-ups and beautification projects, etc.) and in co-authoring letters to the City of Flagstaff regarding funding processes (CDBG funds, etc.), the lack of a City-wide PMO and the need for enhanced Community Policing Activities within the neighborhoods.It is important to note that the neighborhoods served by the organizations represented within the ALN are the three poorest neighborhoods in the City of Flagstaff. These neighborhoods and their constituents represent the most economically challenged and diverse citizens of the City of Flagstaff; the average income level for the residents of these three neighborhoods is $20,000 to $35,000 - lower than the average median income of the City overall.

Identify any Agency Types not consulted and provide rationale for not consulting

All major agencies, including social service, housing, and health agencies; other government agencies; planning organizations; and business and civic leaders, providing a full range of public services in and around the City of Flagstaff were contacted to request comments. No specific agency or agency type was excluded. All agencies are offered the opportunity to have input into the Consolidated Plan and Action Plan through stakeholder meetings, public meetings, e-mail, and written input. No specific agency types were identified as not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan Lead Organization How do the goals of your Strategic Plan overlap with the goals of each plan?

Continuum of Care Arizona Department of Housing The City's Consolidated Plan identifies addressing homelessness as a priority need.

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10 Year Housing Plan City of Flagstaff The City's Consolidated Plan and the 10 Year Housing Plan define the City's housing related needs and policy goals for overcoming barriers to affordable housing.

Coconino County Action Alliance Coconino County Health and Human Services The City's Consolidated Plan priority needs all overlap with the goals of the County Action Alliance

Housing Attainability Study Housing Solutions of Northern Arizona The City's Consolidated Plan and this study provide a thorough assessment of housing needs in Flagstaff

Coconino County Needs Assessment 2020 Coconino County Health and Human Services The City's Consolidated Plan and this assessment both work to identify community needs.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City Housing Section works with Coconino County and various City and County departments to coordinate resource delivery to eligible households. The City works closely with the State's Homeless and Special Needs staff and the local Continuum of Care to support as many targeted activities as CDBG funding will allow. The City also supports developers, when appropriate, that are seeking funding for Low-Income Housing Tax Credits (LIHTC) and other affordable housing projects that serve Flagstaff's low- and moderate-income households.

City staff actively participate in the Coconino County Continuum of Care (managed by the Arizona Department of Housing), engaging in working groups, sub-committees, and advisory bodies focused on homeless and at-risk populations. These collaborative forums bring together shelter and housing providers, as well as agencies delivering prevention services, rapid re-housing, emergency and transitional shelter, and permanent supportive housing. City staff serve on the Continuum's Executive Committee, and annually participate in the Point-in-Time (PIT) Count.

Additionally, City staff serve on the Coconino County Community Action Advisory Board (CAAB), which advises on local strategies to reduce poverty and support low-income residents. This involvement strengthens coordination and policy alignment across regional housing, health, and human service programs.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Flagstaff allocates Community Development Block Grant (CDBG) funds based on community priorities identified by City Council and informed by extensive public input during both

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the planning and application processes. Funding decisions are guided by the City's 5-Year Consolidated Plan, Annual Action Plan priorities, and federal CDBG objectives.

Each year, the City issues a formal Notice of Funding Availability (NOFA) to solicit proposals for eligible CDBG-funded activities. This process is open to qualified external organizations as well as internal City-sponsored projects. Submitted proposals are evaluated and scored by a review committee composed of City staff and external stakeholders. The committee's recommendations are based on criteria such as alignment with City Council CDBG priorities, demonstrated community need and demand, location within designated target neighborhoods (which have a disproportionate concentration of low-income and minority residents), and the capacity of the applicant to deliver timely, compliant, and sustainable outcomes.

Activities that serve special populations—including individuals experiencing homelessness—and those located in target neighborhoods receive additional consideration during the scoring process. Proposals that demonstrate strong community collaboration, leverage additional resources, and include formal partnerships or letters of support also receive additional points.

For the development of the current Annual Action Plan, the City conducted a comprehensive public engagement process consisting of five public meetings, the NOFA process, and an open invitation for written comments. Forums were held to gather feedback on housing and community development needs and to encourage community input on proposed activities. The draft Annual Action Plan was made available for public review and comment from March 3, 2025, to April 4, 2025.

City received applications from the following organizations: Housing Solutions of Northern Arizona, Community Assistance Teams of Flagstaff, Tynkertopia, Homeless Youth Connection, and Northland Family Help Center.

Citizen Participation Outreach

Sort Order Mode of Outreach Target of Outreach Summary of response/attendance Summary of comments received Summary of comments not accepted and reasons URL (If applicable)

1 Public Meeting Minorities

Persons with disabilities

Non-targeted/broad community

Residents of Public and Assisted Housing

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Residents of Target Neighborhoods Held in-person - September 12, 2024 - 40+ Residents, Mayor, Councilmembers and City Staff Public Notice provided through City of Flagstaff Housing Section E-mail List and Newsletter, City of Flagstaff Website, Facebook, and Flyer Distribution by "A League of Neighborhoods". Comments and feedback received from neighborhoods residents centered around crime, code enforcement, housing, parks, public facilities, and neighborhood revitalization. City Staff answered questions about programs and funding availability from not just CDBG but other sources as well. All comments were accepted.

2 Public Hearing Persons with disabilities

Non-targeted/broad community Held virtually - September 22, 2024 - Review of the Consolidated Annual Performance Evaluation Report Public Notice provided through Newspaper Advertisements on August 26th and September 2nd, 2024, City of Flagstaff Housing Section E-mail List and Newsletter, City of Flagstaff Website, and Facebook. General questions about the use of CDBG funds in past program years, no specific comments. All comments were accepted.

3 Public Meeting Persons with disabilities

Non-targeted/broad community Held in-person and virtually - January 17th, 2025 City Council Meeting - Presentation on the CDBG program, public comment opportunity and Council CDBG funding priority setting for Programs Years 2025 and 2026 Public Notice provided through City of Flagstaff Housing Section E-mail List and Newsletter, City of Flagstaff Website, Council Meeting Agenda Postings, and Facebook. Council priorities determined to be Housing (Rental and Ownership), Addressing Homelessness, Workforce Development and Neighborhood Revitalization. Comments from Council included the suggestion that subrecipients partner with A League of Neighborhoods to provide outreach and that the City continue building the relationship with target neighborhoods when assessing needs and determining recommendations. All comments were accepted.

4 Public Hearing Persons with disabilities

Non-targeted/broad community Held virtually - February 1, 2025 - Public hearing to start the CDBG grant cycle and public participation process. The overview of the City's CDBG program assisted the public in understanding the possible funding available, eligible activities under the grant, City Council CDBG priorities, and the format of this year's CDBG process. 13 representatives from agencies attended. Public Notice provided through Newspaper Advertisements on January 17th, 18th and 25th, 2025, City of Flagstaff Housing Section E-mail List and Newsletter, City of Flagstaff Website, and Facebook. No comments received. All comments were accepted.

5 Public Hearing Persons with disabilities

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Non-targeted/broad community Held in-Person and virtually - March 2, 2025 - Public Hearing to discuss available CDBG funds for the 2025 Program Year and eligible activities and to review received proposals and receive comments on the use of the City of Flagstaff CDBG funds. Public Notice provided through Newspaper Advertisements on February 9th and 16th, 2025, City of Flagstaff Housing Section E-mail List and Newsletter, City of Flagstaff Website, and Facebook. No Comments Received. All comments were accepted.

6 Public Meeting Persons with disabilities

Non-targeted/broad community

Residents of Public and Assisted Housing Held virtually - March 23, 2025 City of Flagstaff Housing Commission Meeting - Presentation of Staff and Ranking Committee recommendations for CDBG 2025 Program Year Entitlement funds with public comment opportunity and unanimous vote from the Commission to move forward the recommendations with a recommendation to Council for approval. Public Notice provided through City of Flagstaff Housing Section E-mail List and Newsletter, City of Flagstaff Website, City Commission Agenda Postings, and Facebook. Questions from Commissioners focused primarily on CDBG activity eligibility. All comments were accepted.

7 Public Hearing Persons with disabilities

Non-targeted/broad community Held in-person and virtually - April 11, 2025 City Council Work Session - Public Hearing to discuss available CDBG funds for the 2025 Program Year and to review received proposals as well as Staff and Ranking Committee recommendations for allocations, and provide an opportunity for public comment. Public Notice provided through Newspaper Advertisements on February 9th and 16th, 2025, City of Flagstaff Housing Section E-mail List and Newsletter, City of Flagstaff Website, City Council Meeting Agenda postings, and Facebook Council members provided feedback on Staff recommendations for funding allocations with questions about project eligibility. All comments were accepted.

8 Public Meeting Persons with disabilities

Non-targeted/broad community Held in-person and virtually - May 2, 2025 City Council Meeting - Presentation on the CDBG program, public comment opportunity and Council resolution approving the submission of the CDBG 2025 Program Year Annual Action Plan. Public Notice provided through City of Flagstaff Housing Section E-mail List and Newsletter, City of Flagstaff Website, Council Meeting Agenda Postings, and Facebook No Comments Received. N/A

9 Internet Outreach Non-targeted/broad community Emails were sent to over 300 members of the Coconino County Continuum of Care, informing agencies and nonprofit organizations of important dates for the PY 2022 Community Development Block Grant public

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participation schedule, public comment periods, the Notice of Fund Availability process, as well as deadlines for proposals. N/A N/A

10 Newspaper Ad Persons with disabilities

Non-targeted/broad community Arizona Daily Sun AD published January 17, 18 and 25, 2025 - Invited the public to the first Public Hearing to start the CDBG grant cycle and public participation process and provide Notice of Funding Available. N/A N/A

11 Newspaper Ad Persons with disabilities

Non-targeted/broad community Arizona Daily Sun AD published February 9 & 16, 2025 - Invited the public to the second Public Hearing to discuss the use of CDBG funding on March 2, 2025. Also provided notice of the 30 day public comment period for the draft Annual Action Plan and notice of the April 11, 2025 City Council Meeting serving as an additional Public Hearing. N/A N/A

12 Internet Outreach Persons with disabilities

Non-targeted/broad community Public Notice for all Public Meetings, Public Hearings and public comment periods was provided through the City of Flagstaff Housing Section E-mail List and Newsletter, City of Flagstaff Website, Facebook, and City Council Agenda Meeting postings. N/A N/A

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Flagstaff's Program Year 2025 Annual Action Plan outlines funding allocations for the Community Development Block Grant (CDBG) program, marking the third year of implementation under the 2021–2025 Consolidated Plan. These allocations are targeted toward achieving goals identified in the Consolidated Plan's core focus areas: Affordable Housing, Homelessness, Community Development, Neighborhood Revitalization, Economic Opportunities, Public Services, Fair Housing, and Citizen Participation.

CDBG entitlement funding varies annually and is determined by the federal budget. For Program Year 2025, the City of Flagstaff received a CDBG entitlement allocation of $541,191.00. In addition to the entitlement funds, the City is utilizing $145,251.00 in program income and $54,337.50 in de-

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obligated funds from a prior program year, resulting in a total of $740,779.50 available for allocation in 2025.

The City also continues to leverage additional federal, state, and local resources, including general funds, public housing allocations, and private funding secured by the City or its nonprofit partners to advance community development goals and address the needs of individuals and families experiencing homelessness.

While some CDBG funds from previous years remain unspent, these funds have already been committed to specific projects identified in the relevant Annual Action Plans and will not be reallocated to other activities. This includes $54,337.50 in de-obligated funds from Program Year 2021, now incorporated into the 2025 funding plan.

In response to the COVID-19 pandemic, the City of Flagstaff received CDBG-CV (CARES Act) funds during Program Years 2019 and 2020. These funds were allocated through two substantial amendments to the 2019 Annual Action Plan. As of the submission of this 2025 Plan, all CDBG-CV funds have been fully expended to support projects that prepared for, prevented, and responded to the impacts of coronavirus in the Flagstaff community.

Anticipated Resources

Program Source of Funds Uses of Funds Expected Amount Available Year 1 Expected Amount Available Remainder of ConPlan $ Narrative Description

Annual Allocation: $ Program Income: $ Prior Year Resources: $ Total: $

CDBG public - federal Acquisition

Admin and Planning

Economic Development

Housing

Public Improvements

Public Services 541,191.00 145,251.00 54,337.50 740,779.50 979,688.50

The 2025 Program Year CDBG Entitlement for the City of Flagstaff is $541,191. In addition, the City is utilizing $145,251 in CDBG Program Income and $54,337.50 in de-obligated past years funds in combination with the 2025 Entitlement for a total of $740,779.50 available to allocate.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

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Federal funds awarded through the Community Development Block Grant (CDBG) program will be strategically leveraged to maximize community impact. These funds will support a range of eligible activities, including the rehabilitation and development of affordable housing for both renters and homeowners, and the provision of essential services to vulnerable populations—such as individuals experiencing homelessness, households living in poverty, seniors, individuals with disabilities, and others with special needs.

When required, matching contributions for federally funded projects may be met through a combination of local nonprofit fundraising efforts, State Housing Trust Funds, private donations, and the City of Flagstaff's General Fund. The City actively works with developers and nonprofit agencies to ensure projects have the financial support needed to move forward.

In addition to federal funding sources, the City of Flagstaff voters approved a $25 million Affordable Housing Bond in 2022. The bond was designed to accelerate the production, preservation, and protection of affordable housing within the city over a 10-year period. Projects funded by the bond include land acquisition for housing development, home repair and rehabilitation programs, infrastructure improvements to support new housing, and partnerships with local nonprofit housing providers. Bond funds may be used to complement federal investments, providing critical gap financing for affordable housing projects and ensuring long-term affordability for low- and moderate -income residents.

The integration of federal, state, local, and private funding streams reflects the City's comprehensive approach to addressing housing insecurity and increasing the availability of affordable housing across Flagstaff. This layered funding strategy allows the City to make the most of limited resources and to support a variety of housing initiatives that are financially sustainable, aligned with community priorities, and responsive to urgent local needs.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Flagstaff utilizes Community Development Block Grant (CDBG) funds to improve public facilities and infrastructure in low- and moderate-income neighborhoods, with a particular focus on the designated target areas of Sunnyside, Pine Knoll, La Plaza Vieja, and Southside. Investments in these neighborhoods aim to enhance quality of life, support community safety, and promote equitable access to essential services. Eligible CDBG-funded improvements include sidewalk and accessibility enhancements, lighting, traffic calming measures, recreation upgrades, and other infrastructure priorities identified by residents.

Project selection is guided by the Flagstaff Regional Plan 2030, which was adopted by City Council and ratified by voters, as well as by Neighborhood Specific Plans for La Plaza Vieja and Southside. These plans were developed in close collaboration with neighborhood associations and residents through robust public engagement processes. As a result, the City's infrastructure projects reflect community-identified needs and priorities and promote inclusive, place-based development.

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In addition to infrastructure and facilities improvements, the City leverages other tools to support long-term affordable housing and neighborhood stability. One such tool is the City of Flagstaff's Community Land Trust (CLT). The CLT is a nonprofit entity that works in partnership with the City to acquire and maintain ownership of land for the purpose of preserving permanent affordability. Homes developed on CLT land are sold to income-eligible households at prices below market rate, while the land remains in trust to ensure that future resales also serve low- to moderate-income buyers. This model not only addresses the city's affordability crisis but also promotes long-term community investment and stewardship.

Together, the CDBG program, neighborhood-specific planning efforts, and the Community Land Trust model reflect the City's commitment to equitable development, community engagement, and housing affordability.

Discussion

The City of Flagstaff utilizes federal, state, and local resources to support affordable housing, public infrastructure, and services for low- and moderate-income households, including people experiencing homelessness, poverty, and other vulnerabilities. Primary funding sources include the Community Development Block Grant (CDBG) program, Program Income, City General Funds, and other leveraged resources such as State Housing Trust Funds and nonprofit fundraising.

For Program Year 2025, the City of Flagstaff received a CDBG entitlement allocation of $541,191.00. This is supplemented by $145,251.00 in Program Income and $54,337.50 in de-obligated funds from Program Year 2021, bringing the total allocation to $740,779.50. In addition to the annual entitlement, the City continues to receive periodic Program Income from previous homebuyer assistance and housing rehabilitation programs. During Program Years 2020 and 2021, the City received an unprecedented amount of Program Income due to favorable market conditions and interest rates. Those funds were allocated in Program Year 2022. If future Program Income exceeds current projections and may affect the City's timeliness threshold, a mid-year allocation and amendment to this Annual Action Plan will be considered.

Local investments further support these efforts. The City of Flagstaff's voter-approved bond for affordable housing provides critical local funding for new construction, land acquisition, and housing-related infrastructure. This resource helps address the region's affordability crisis and ensures that Flagstaff remains livable for residents across income levels.

The City also supports and partners with the Flagstaff Community Land Trust, which preserves long-term affordability through the development of permanently affordable homes for income-eligible households. Land remains in trust, while homes are sold at below-market rates to qualified buyers, ensuring lasting affordability and generational access to housing.

Together, these resources form a coordinated strategy that combines federal and local funding to maximize impact, ensure sustainability, and meet Flagstaff's most pressing housing and community development needs.

Annual Goals and Objectives

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AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Planning and Administration	2021	2025	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Revitalization, Public Facilities & Infrastructure Public Services and Economic Opportunities Addressing Homelessness	CDBG: $	Other: 1 Other
7								
10								
12								

Table 2 – Goals Summary

Goal Descriptions

2 Goal Name

Goal Description

7 Goal Name

Goal Description

10 Goal Name

Goal Description

12 Goal Name

Goal Description

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Projects

AP-35 Projects – 91.220(d)

Introduction

The strategies outlined in this Annual Action Plan represent the third-year implementation of the City of Flagstaff's 2021–2025 Consolidated Plan, addressing high-priority community needs including neighborhood revitalization, public facilities and infrastructure, public services and economic opportunity, homelessness response, and the development and preservation of affordable housing.

For Program Year 2025, the City of Flagstaff received six external Community Development Block Grant (CDBG) proposals and one internal project request in response to a Notice of Funding Availability (NOFA) issued by the Housing Section. Each application was reviewed for eligibility, alignment with HUD and local priorities, and financial and programmatic capacity.

The City received its official Program Year 2025 CDBG entitlement allocation of $565,000 from the U.S. Department of Housing and Urban Development (HUD) in March 2025. In addition, the City is allocating $107,893.51 in Program Income and $15,277.75 in prior-year de-obligated funds, bringing the total available funding for Program Year 2025 to $688,171.26.

The proposed allocation includes planning and administrative costs and applies a 10% indirect rate to reflect City financial impacts. Recommendations were presented to the Housing Commission on March 27, 2025, and discussed at a City Council Work Session on April 22, 2025. The Final Annual Action Plan and funding allocations were approved by City Council on May 6, 2025, via Resolution No. 2025-XX.

The following table identifies the approved projects for the 2025 Program Year and their associated funding amounts, as outlined in this Annual Action Plan.

Projects

Project Name

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

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For Program Year 2025, the City issued a Notice of Funding Available (NOFA) and request for proposals for CDBG eligible activities. Proposals are evaluated based on CDBG eligibility and funding criteria (for example: benefit of ratio of dollars per person, percent of leverage funding, past successful CDBG contract administration, location of the project in a target area, and evidence of community collaborations. At least 70% of CDBG funds must serve low and moderate-income people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs, including indirect costs. The largest obstacle to addressing underserved needs is insufficient funding, particularly for public services projects. This City of Flagstaff evaluates past and present projects for efficient and effective use of funds in addressing the high priority needs identified in the Consolidated Plan as well as for the impact on low-and-moderate income City residents.

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AP-38 Project Summary

Project Summary Information

Project Name Target Area Goals Supported Needs Addressed Funding Description Target Date Estimate the number and type of families that will benefit from the proposed activities Location Description Planned Activities

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Flagstaff has identified four HUD-defined target neighborhoods, where more than 50% of households have low- to moderate-incomes (earning 80% or less of the Area Median Income):

- Sunnyside – Census Tract 3, Block Groups 2, 3, and 4
- Southside – Census Tract 8, Block Groups 1 and 2
- Pine Knoll – Census Tract 8, Block Group 3
- La Plaza Vieja – Census Tract 11.02, Block Group 3

These neighborhoods are home to approximately 8,565 residents. Of these:

- 6,210 (approximately 73%) are considered low- and moderate-income

- 33% identify as Hispanic or Latino
- 27% identify as people of color
- 50% live in family households
- 21% have a head of household aged 24 or younger
- 24% of households are owner-occupied

Three of these neighborhoods—Sunnyside, Southside, and La Plaza Vieja—have formed a coalition known as "A League of Neighbors." This alliance includes the Sunnyside Neighborhood Association, La Plaza Vieja Neighborhood Association, and the Southside Community Association. These resident-led 501(c)(3) organizations collaborate to advocate for neighborhood investment, infrastructure improvements, and community development. Their grassroots efforts focus on improving safety, enhancing beautification, increasing local employment opportunities, promoting civic engagement, and strengthening neighborhood unity in Flagstaff's historic core.

(add map)

Geographic Distribution

Target Area	Percentage of Funds
Sunnyside	0
La Plaza Vieja	0
Southside	0
Pine Knoll	35
Citywide	100

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Flagstaff allocates investments geographically to address the needs of its target neighborhoods, ensuring that limited resources are directed to areas with the highest concentration of low- and moderate-income households. The City's four identified target neighborhoods—Sunnyside, Southside, Pine Knoll, and La Plaza Vieja—are selected based on HUD's definition, where more than 50% of households have low- to moderate-incomes (80% or less of Flagstaff's Area Median Income).

These neighborhoods have been identified as high-priority areas because of their socio-economic characteristics, including significant populations of families, individuals of color, and households with limited access to resources. By targeting these areas, the City aims to improve neighborhood conditions and provide equitable opportunities for all residents. Investments in these

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neighborhoods are aligned with the City's goals of fostering neighborhood revitalization, improving public infrastructure, and promoting economic opportunities.

Research consistently demonstrates that neighborhood conditions, including access to quality community spaces, healthcare, education, transportation, and employment, significantly impact residents' well-being. As such, geographic allocation of CDBG funds focuses on enhancing community spaces, recreational facilities, and local infrastructure in these neighborhoods to reduce disparities and create safer, healthier environments.

For example, in Pine Knoll, a key initiative includes the installation of new playground equipment to promote active recreation and improve safety for children and families. These investments contribute not only to physical health but also to community cohesion and the overall quality of life.

By prioritizing investments in target neighborhoods, the City of Flagstaff ensures that resources are used effectively to address the unique needs of residents in areas of high need and maximize the community impact of CDBG funds.

Discussion

The City strives to utilize CDBG funds in target areas; however, the actual distribution of funds to target areas depends on the number and type of proposals that are received. The City of Flagstaff partners with A League of Neighborhoods to identify potential projects and resident-identified needs in target neighborhoods.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Annual Action Plan requirement is to provide information on the number of households that will benefit from affordable housing and the types of housing these households will be supported through. The following HUD tables define the City's goals for the number of households that will be provided housing by housing activity.

Beyond the goals listed below, the City of Flagstaff has created it's 10 year Housing Plan, adopted by Council in February 2022. A robust amount of data and public participation went into its formation, including a community housing survey that reached 3,000 respondents, a community forum survey that garnered 327 respondents, and roughly 16.4 hours of public comment, 600 written comments and more than 1,000 volunteer hours from the combined efforts of 80 volunteers in informal working groups.

One Year Goals for the Number of Households to be Supported

Homeless	446
Non-Homeless	2

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Special-Needs 0

Total 448

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through

Rental Assistance 0

The Production of New Units 66

Rehab of Existing Units380

Acquisition of Existing Units 2

Total 448

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

Over the coming year a total of 448 households will benefit from PY 2025 CDBG funded projects included in the Annual Action Plan. Public facility improvements include rehabilitation of a domestic violence and youth shelter, supporting 180 individuals experiencing homeless in the first year as well as to improve 30 units of non-congregate, emergency shelter, serving 200 individuals per year. Acquisition of affordable housing units will create 2 new affordable rentals for LMI households and operational support will support 66 homeless individuals living in transitional housing.

In addition to goals related to CDBG funding, the City of Flagstaff has identified Affordable Housing goals in its 10 year Housing Plan, adopted by Council in February 2022. A robust amount of data and public participation went into its formation, including a community housing survey that reached 3,000 respondents, a community forum survey that garnered 327 respondents, and roughly 16.4 hours of public comment, 600 written comments and more than 1,000 volunteer hours from the combined efforts of 80 volunteers in informal working groups.

The plan is broken into categories of action focused on creating housing options, connecting people to equitable housing solutions, preserving affordable housing, and protecting people from housing discrimination and barriers. Subsidies such as rental assistance and down-payment assistance are included in the plan, but so too are a variety of actionable policy initiative and strategies to be utilized over the next 10 years.

Among the strategies are motives such as “Incentivize the creation of new affordable units,” “Implement a framework for centering equity in proposed and existing housing practices,” “Encourage the adaptive reuse of buildings,” and “Integrate housing into healthcare programs.”

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This Plan establishes one overarching goal, supported by two fundamental elements that together will significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in this document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff, and private, public, and nonprofit partnerships.

Reduce the current affordable housing need in our community by half over the next ten years.

ïÂÂ•° Element one: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.

ïÂÂ•° Element two: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce, and affordable housing occupied by local residents.

The final 10 year Housing Plan can be found at https://www.flagstaff.az.gov/DocumentCenter/View/72509/Flagstaff-10-Year-Housing-Plan---FINAL-6152022

AP-60 Public Housing – 91.220(h)

Introduction

The Flagstaff Housing Authority owns and manages 265 units of low-income public housing, administers 342 Section 8 Housing Choice Vouchers, 106 VASH Vouchers for Veterans, 40 Mainstream vouchers for households with a disabled adult, 29 Emergency Housing Vouchers and 3 Foster Youth Initiative (FYI) Vouchers for youth aging out of the State foster care system. We partner with the Veterans Administration (VA) on the VASH program and with the State Department of Child Safety on the FYI program. The Housing Authority also manages Clark Homes, a Section 8 new construction development with 80 units of low-income housing and provides twelve Section 8 Certificates for the seriously mentally ill, in partnership with the Guidance Center. Currently over 150 landlords participate in the City's Rental Voucher Programs.

While chronically underfunded by HUD for capital needs, the public housing units are in good repair. The Housing Authority follows a system of ensuring that all major systems are well maintained. The Housing Authority develops a 5-year Plan, updated, and submitted to HUD on an annual basis, to identify the capital needs of public housing developments and the methods by which living conditions will be improved for public housing residents.

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The City's goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units to create vibrant, attractive, and diverse mixed-income communities that

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include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs.

Actions planned during the next year to address the needs to public housing

The City intends to reposition and redevelop its public housing in order to increase the inventory of public and private affordable housing for renters and, potentially, homeowners throughout the City. The City's goals are to reposition its public housing portfolio, through RAD and other options allowed by HUD in order to stabilize funding, modernize properties, and increase the number of affordable housing units to create vibrant, attractive, and diverse mixed-income communities that include a mix of rental units to house families, as well as units specifically designed for the elderly and other groups with special needs.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority has multiple goals and objectives created to increase resident involvement including providing maintenance and repair training prior to occupancy; continuing resident education; partnering with the Boys and Girls Club, Tynkertopia and the City Recreation Department to provide free on-site programs; resident meetings, barbeques, and newsletters to help residents with education, employment, job training and youth services.

The City Housing Authority produces a monthly newsletter for public housing residents. Newsletter content includes food and utility assistance, library programming, free tax assistance information, healthcare marketplace information, regular deadlines for rent and recertification submission, public notice regarding policy changes, and countless other resources.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Flagstaff's Housing Authority is a high preforming PHA.

Discussion

The Flagstaff Housing Authority owns and manages 265 units of low-income public housing, administers 342 Section 8 Housing Choice Vouchers, 106 VASH Vouchers for Veterans, 40 Mainstream vouchers for households with a disabled adult, 29 Emergency Housing Vouchers and 3 Foster Youth Initiative (FYI) Vouchers for youth aging out of the State foster care system. We partner with the Veterans Administration (VA) on the VASH program and with the State Department of Child Safety on the FYI program. The Housing Authority also manages Clark Homes, a Section 8 new construction development with 80 units of low-income housing and provides twelve Section 8 Certificates for the seriously mentally ill, in partnership with the Guidance Center. Currently over 150 landlords participate in the City's Rental Voucher Programs.

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City is not a direct recipient of Emergency Solutions Grant funds from HUD yet invests a significant amount of financial and staff resources in addressing the needs of people experiencing homelessness and people with special needs in the City of Flagstaff. This section describes the City's one-year goals and actions for reducing and ending homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Continuum of Care (C of C) members and participants in the Front Door coordinated entry program may apply for CDBG funds to assist street outreach, but with limited public service dollars, local agencies choose to apply for support in prevention and diversion programs. There are currently three nonprofit organizations that conduct outreach services, two of which only serve veterans. Funded programs are highly encouraged to participate in coordinated entry through the Front Door and the C of C's individual assessment plan (VI-SPDAT) if not already involved.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City and Coconino County's Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing. In the 2022 Point in Time Count 1,862 individuals, incldуing children, were experiencing homelessness in Coconino County. The high cost of housing throughout the county and state, combined with a 20% employment rate among individuals experiencing homelessness means that these individuals and families may require a longer stay in shelter or transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

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The City will continue to support agencies that provide emergency and transitional housing to the extent allowable under the CDBG program. In the 2025 Program Year, agencies will receive funds to improve and rehab existing emergency and transitional shelters as well as provide housing case management and services for homeless individuals. The City and Continuum of Care members recognize the critical nature of Housing First and permanent supportive housing, yet the large number of homeless individuals and families, the high cost of housing, and a 20% employment rate among homeless individuals means that homeless individuals and families may require a longer stay in transitional housing. The City will also continue its active participation in the Coconino County Continuum of Care.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The 2025 Program Year CDBG entitlement allocations include funds for the improvement and rehabilitation emergency shelters and transitional housing as well as housing case management services for individuals living in transitional housing.

Community leadership is committed to bringing a higher level of coordination of services to those experiencing homelessness in our community. The Front Door is a collaborative project serving as a "front door" to those experiencing homelessness. Front Door is a diversion program and provides a single point of entry into the shelter and housing system to streamline services, reduce shelter stay and length of time that individuals and families are homeless, increase program utilization and eliminate the need for households in crisis to "service hop."

The City will continue to support agencies that provide emergency and transitional housing to the extent allowed under the CDBG program. The City will also continue its active participation in the Coconino County Continuum of Care.

Discussion

The City is an active participant in the local Continuum of Care and staff members participate in multiple committees and lead the annual point-in-time count (conducted for the Arizona Rural Continuum of Care.) The City will continue to implement VASH Vouchers for Veterans experiencing homelessness as well as Foster Youth Initiative Vouchers.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Affordable housing barriers are regulatory, process, or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state, and federal government, as well as related industries, such as the real estate, insurance, and finance industries.

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HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." To identify potential local public barriers to affordable housing development, the City completed HUD's Regulatory Barriers checklist.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Limited land and the current shortage in housing supply, relative to demand, are the primary reasons housing costs are high in Flagstaff. A significant increase in housing supply is necessary to keep pace with current and projected housing demands. Strategies around affordable housing are incomplete when the focus is solely on increasing supply without giving attention to increasing density, establishing building innovation and cost saving practices, preserving affordable housing stock that already exists in the Flagstaff community and reviewing City codes, processes, and fees to determine whether modification, reductions, or elimination would facilitate cost saving housing development strategies.

Zoning has a profound impact on housing location and type, but it can also impact cost and affordability. In addition to regulating where housing can be built, the Flagstaff zoning codes regulate other elements such as lot sizes, number of bedrooms, lot coverage, parking, and setbacks, all of which can impact the cost of development and overall housing supply. Currently, 58% of land in Flagstaff is zoned for Single-family residential, which allows for single-family homes and accessory dwelling units on each property. R1N also allows duplexes. These are low-density zones generally capped between 1 and 7 dwelling units per acre. In addition, 5.6% of land is zoned industrial, 12% is Public Open Space and 10% is Public Facilities. Approximately 14% of the land within the city allows for medium or high-density housing to be constructed, either through the commercial zoning categories as mixed-use or as apartments, condos, etc.

According to Arizona Housing Coalition, Best Practices Toolkit for Municipalities, overregulation of land use can create barriers to affordable housing supply. Zoning regulations, parking requirements, height restrictions, lengthy permitting processes, City codes and community opposition can contribute to increased development costs. Overregulation can restrict the ability of the developer to offer affordable rents and mortgages. Addressing overregulation and reform of land use policy is therefore a vital strategy to addressing housing affordability.

A prominent barrier to affordable housing development is the State law prohibition on mandatory inclusionary zoning policy. Inclusionary zoning policies are imposed at the local municipal level to require private developers to set aside a certain percentage of their units within new construction projects at an affordable rent. State law determines whether municipal inclusionary housing measures are mandatory or voluntary. In Arizona, as well as Colorado, Idaho, Indiana, Kansas, Texas, Tennessee, and Wisconsin—local governments are prohibited from adopting at least some form of mandatory inclusionary housing (for ownership housing, rental housing, or both). In some cases, courts have determined that statutes limiting rent control also preempt mandatory inclusionary measures for rental housing. Inclusionary housing is a complicated national issue that varies greatly by state, with litigation and new legislation continually shaping the issue. The City of

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Flagstaff has worked within the confines of state statutes to develop a voluntary program to incentivize the creation of both rental and ownership housing, yet, until such time as our State law is changed, mandatory inclusionary zoning is not a tool available to Arizona's local municipalities for increasing the supply of affordable rental housing. While municipalities cannot supersede this State law regulation, they may mitigate its effects through the creation of policies that incentivize the inclusion of affordable units. Land use policy reform can be critical to encouraging equitable development in response to the Flagstaff's affordable Housing Emergency.

Discussion:

Since the Great Recession, the City has steadily made efforts to increase its capacity for affordable housing development and programs. The development of an Incentive Policy for Affordable Housing (IPAH) in 2009 and the 2011 overhaul of the Flagstaff Zoning Code were two of the biggest efforts to remove barriers to the creation of affordable housing. The IPAH is designed to foster the production of affordable housing units and is intended to reduce the deficit of all types of housing for households earning under 150% of the Area Median Income (AMI). The document incentivizes developers that commit to permanently affordable housing units through the reimbursement of development-related fees. The Flagstaff Zoning Code also implements affordable housing incentives through various development standards like density bonuses and reductions to parking and natural resource protection.

Another zoning code amendment was approved in 2021 that allows for increased regulatory incentives for developers who deliver 100% affordable projects. This amendment was processed to accommodate the tight external timeline requirements of any current and future Low-Income Housing Tax Credit projects in the City.

In recent years, several zoning code amendments have implemented policies and recommendations from the High Occupancy Housing Specific Plan, which was adopted in 2018. The intent of that Plan was to identify areas of the city where high density residential projects are encouraged, and what development standards, features, and amenities are desired in those projects. An example of a recent code amendment included an exemption from a use permit requirement for projects that meet certain affordable housing requirements.

Throughout 2021 City staff led an extensive public outreach effort to create a community-focused housing plan, one that offers goals and implementation strategies to improve access to housing and to increase the supply of housing across the entire housing continuum. This effort originated as a response to the City’s declared Housing Emergency in December 2020. City Council approved the Plan in February 2022 and over the next ten years, staff will work to advance housing opportunities for all Flagstaff residents. The Plan is a foundational framework for establishing work programs, prioritizing staff work and allocating the necessary funding for its implementation. The Plan establishes policy initiatives and strategies that will be accomplished through the budget process, collaboration with City staff, and private, public, and nonprofit partnerships.

A major policy initiative identified in the 10-Year Housing Plan was to explore regulatory efficiency and cost-saving practices by hiring an independent consultant to review City codes, processes, and fees to determine whether modifications, reductions, or eliminations would facilitate cost-saving housing development strategies. In Fall 2022 Housing staff started working to implement this

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strategy alongside Sustainability and Planning & Development Services staff. In March 2025, the City put out a Request for Statement of Qualifications for a consultant to conduct a thorough analysis of the City's codes and development processes for compatibility with the City's recently adopted 10-Year Housing and Carbon Neutrality Plans. Once selected, the consultant will work with staff to identify code and policy changes that will lead to more affordable development overall. One of the outcomes of this analysis will include a revised Incentive Policy for Affordable Housing.

Going forward, the City's Incentive Policy for Affordable Housing, Flagstaff Zoning Code, Regional Plan, and other planning documents will need to consider how to incorporate the policy initiatives and strategies identified in the 10 Year Housing Plan.

AP-85 Other Actions – 91.220(k)

Introduction:

On December 1, 2020, the Flagstaff City Council declared a Housing Emergency, resolving to prioritize affordable housing across all City operations with the goal of creating safe, decent, and affordable housing for all residents. In response, City Council directed staff to develop a comprehensive, community-facing plan to identify Flagstaff's immediate and long-term housing needs and propose actionable strategies to improve affordability.

The result was Flagstaff's 10-Year Housing Plan, which was unanimously recommended for approval by the Housing Commission on January 27, 2022, and formally adopted by the City Council on February 15, 2022. The Plan outlines policy initiatives and implementation strategies to address the local housing emergency, with a focus on expanding affordable housing opportunities for residents at all income levels and increasing housing subsidies for households that are unable to access or maintain stable housing.

As the City implements the 10-Year Housing Plan, Community Development Block Grant (CDBG) funds continue to play a vital role. The City establishes goals each program year to ensure that CDBG-funded activities align with both HUD national objectives and local housing priorities. These include strategies to improve the local service delivery system, reduce poverty, address barriers to affordable housing development, and mitigate lead-based paint hazards. The City also continues to meet all HUD program monitoring requirements for its CDBG subrecipients to ensure accountability, compliance, and program effectiveness.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives are critical to the success of the City of Flagstaff's overall housing and economic development goals. In general, policy development and implementation are designed to enhance City program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. At present, the greatest obstacle to meeting underserved needs is insufficient funding. The City addresses this obstacle by prioritizing CDBG projects that provide leverage funding to meet the needs of a larger number of people.

Although the City has several Housing planning documents, when declaring the Housing Emergency, Flagstaff City Council directed staff to create a single, comprehensive community-

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facing document to summarize the city's immediate and long-term needs and strategies to improving housing affordability.

This Plan defines the Housing Emergency in Flagstaff and provides policy initiatives and strategies that the City will implement to address the Housing Emergency. As the City implements the 10-Year Housing Plan, the goal is to substantially to increase housing subsidies for residents that are unable to afford housing in Flagstaff and to increase the number of available and affordable housing options for Flagstaff residents at all income levels.

Actions planned to foster and maintain affordable housing

The City of Flagstaff 10 Year Housing Plan establishes one overarching goal, supported by two fundamental elements that together will significantly impact housing attainability. The goal will be achieved through the implementation of the policy initiatives and strategies in this document. Implementation of the policy initiatives and strategies will be accomplished by the City of Flagstaff through the budget process, collaboration with City staff and private, public, and nonprofit partnerships.

The overarching goal of the 10 Year Housing Plan is to reduce the current affordable housing need in our community by half over the next ten years.

- Element one: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.

- Element two: Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce and affordable housing occupied by local residents.

The following are all policy initiatives and strategies intended to preserve and increase the supply of affordable housing in Flagstaff, as determined through the public engagement process for Flagstaff's 10 Year Housing Plan. This list will be updated annually based on current actions the City is taking to implement the Housing Plan.

- Incentivize the creation of affordable units through various programs and mechanisms.

- Update the Regional Plan policies to support increased density related to affordable housing.

- Create a dedicated funding source for affordable housing in Flagstaff.

- Amend the Flagstaff Zoning Code to facilitate the development of all housing types.

The City of Flagstaff continues to partner with and support developers of affordable housing:

In February 2025 one of the City's non-profit partners, Housing Solutions of Northern Arizona (HSNA), confirmed funding from the Arizona Department of Housing to construct an affordable rental project on City property in Sunnyside. The State grant requires that the rental units serve households experiencing homelessness, victims of domestic violence or households under 30% AMI for a period of 15 years. Last year HSNA and the City signed a 'lease option,' which offered City

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land toward the project and enabled HSNA to pursue funding. Staff has begun drafting a ground lease – which will allow HSNA to build on the property and manage the rental units.

In March 2025 City Council approved a resolution granting a standby loan of $100,000 to Foundation for Senior Living for their 2025 Low Income Housing Tax Credit application. The commitment of local funds earns developers points toward their tax credit applications, which are due to the Arizona Department of Housing in early April. Foundation for Senior Living is proposing a 70-unit affordable rental development for seniors on the site of the old St Mary's Catholic School in downtown Flagstaff.

In April 2025 City Council approved the allocation of $397,000 in American Rescue Plan Act Local Recovery Funds for gap funding for the construction of Lake Mary Villas, a 76 unit Low Income Housing Tax Credit project.

In April 2025, City Council approved $1,900,000 in American Rescue Plan Act Local Recovery Funds for projects that provide Housing Assistance in response to the negative economic impacts of the COVID-19 pandemic. All of the projects receiving funding provide housing assistance to low-and-moderate income households in the City of Flagstaff.

Actions planned to reduce lead-based paint hazards

Distribute lead poisoning and lead hazard information to participants in federally funded programs and to any interested resident.

The City follows a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs, is tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint are provided to program participants, contractors, and project sponsors. The City has licensed contractors who are available to perform limited abatement and/or removal procedures if lead-based paint is present. Full abatement services are contracted with licensed contractors located outside of the City.

2. Section 8 Housing Choice Vouchers. The PHA inspects prospective dwellings constructed prior to 1978 that will have a child under the age of six residing therein, for compliance with EPA and HUD Lead Based Paint rules and regulations. The inspection includes visual inspections for chipped, peeling, chalking and deteriorated interior and exterior paint. Clearance testing may be performed after remediation by the property owner, to assure a lead-safe environment.

Public Education. Lead hazard information is distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

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The City will reduce the number of poverty level households by providing CDBG public services resources to local agencies that provide social supports, and eviction and foreclosure prevention. The City will also fund programs to rehabilitate housing units owner-occupied by households living at or below the poverty level to support these households in retaining quality, safe housing. Households living below the poverty level will also be made aware of the various local services available that provide an economic safety net and opportunities for increased earnings.

Actions planned to develop institutional structure

The City of Flagstaff has well-developed and experienced institutional infrastructure for the delivery of housing and community development programs. The Housing Section works closely with nonprofit organizations to ensure that CDBG funds reach the neediest Flagstaff residents and neighborhoods. Organizations must annually apply for CDBG funds for eligible activities. The City also works closely with and is a member of the Coconino County Continuum of Care.

In 2019, City Council added a new chapter to the Flagstaff City Code, creating a Housing Commission. The Housing Commission consists of thirteen citizens, with twelve members appointed by the City Council and one representative from the Flagstaff Housing Authority Board of Commissioners. It serves as an advisory board to City Council; makes recommendations with respect to housing policies, needs, and programs in Flagstaff; and furnishes the Council with information through the Housing Director.

The 10-Year Housing Plan was adopted by the Flagstaff City Council on February 15, 2022, after many months of community outreach and involvement. The Plan was created in response to the Council declared Housing Emergency and recognizing the need for a single, comprehensive community-facing document summarizing the City's immediate, short-term, and long-term needs and strategies to improve housing affordability. The Housing Section looks forward to continuing the invaluable work outlined in the 10-Year Housing Plan. A one-time 2022 Progress Report summarizing progress made since February 2022, as well as a one-time 18-Month Implementation Plan outlining strategies in progress from January 2023 through June 2024, were presented to City Council in February 2025. Implementation Plans and Progress Reports will continue to be produced and shared publicly on an annual basis.

Actions planned to enhance coordination between public and private housing and social service agencies

A Housing Navigator is a person who works intensively with high-need clients, often those with high housing barriers including mental health issues, homelessness, past evictions etc. The main responsibility of the position is assisting clients with obtaining and maintaining housing. This includes lots of one-on-one client and landlord interaction and, when necessary, mediation. The Housing Navigator also works on landlord recruitment for all voucher programs, a long-established need.

While one-time funding has been allocated by HUD related to the EHV program, on-going funded has been requested to fund the Housing Navigator position on a permanent basis through the general fund. Funding through the GF will allow the position to not be bound to one program or another, allowing for the work to occur where the greatest need is and facilitate stronger

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partnerships with local agencies. This will also allow federal funds to be directed to direct client services were possible.

The City has developed an extensive mailing and email list that includes over 300 people who represent organizations that serve homeless and at-risk households, mainstream service and housing agencies, community development organizations, civic leaders, etc. This list is used to regularly inform these agencies of planning efforts, funding opportunities, changes in policy and practice or any other information that agencies may find useful.

The Flagstaff Community has implemented a Coordinated Entry System for those experiencing homelessness, known as the Front Door. The Front Door Specialist conducts an assessment using The Vulnerability Index – Service Prioritization and Decision Assistance Tool (VI-SPDAT). The Front Door collaboration has united the Flagstaff community and the local Continuum of Care to fast track those in crisis to the best program to end that crisis.

On a weekly basis, a cadre of service providers meet for the Case Conferencing Team Meeting. Each case manager is representing his or her own agency that has signed the Service Provider Memorandum of Understanding (MOU). The purpose of this meeting is to have a real-time discussion of each person or family on the community waitlist and to utilize scores from the VI-SPDAT to ensure fast and appropriate referrals to end homelessness for those on the list.

The Front Door is a cost-effective strategy; that prioritizes a community conversation about how the systems function together, where the gaps in services exist, and how to answer the need. No longer will those in crisis be forced to go from shelter to shelter to access services.

Discussion:

Affordable, accessible, and decent housing is of critical importance to a community's health and viability. The Housing Plan will consolidate existing housing documents and augment with an additional planning effort to create a 10-year plan that seeks to define the housing emergency in Flagstaff and to provide policies and strategies to reduce the emergency. The Housing Plan will help identify needs, create an existing list of affordable housing, identify the affordable housing units underway, engage partners, and compile research on best practices. Altogether, these components will help identify specific policies and educational and advocacy strategies that can be implemented within our community to substantially increase the number of affordable housing units. As the City implements Flagstaff's 2022 Housing Plan, the goal is to substantially increase the number of available and affordable housing options for all Flagstaff residents at all income levels.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

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Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed 107,893.51

2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. 0

3. The amount of surplus funds from urban renewal settlements 0

4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan 0

5. The amount of income from float-funded activities 0

Total Program Income: 107,893.51

Other CDBG Requirements

1. The amount of urgent need activities 0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.
100.00%

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The City of Flagstaff has allocated $107,893.51 in Program Income and $15,277.75 in de-obligated prior year funds for use during the 2025 Program Year. The City continues to receive periodic Program Income from earlier homebuyer assistance and owner-occupied housing rehabilitation programs. In Program Years 2019, 2020, and 2021, the City received an unprecedented amount of Program Income due to favorable housing market conditions and historically low interest rates. Should the City receive additional Program Income during the 2025 Program Year in an amount that may impact the timeliness of fund expenditure, staff will consider a mid-year allocation and a corresponding amendment to the Annual Action Plan to ensure compliance with HUD requirements.

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RESOLUTION NO. 2025-30

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING THE CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2025 ANNUAL ACTION PLAN AND AUTHORIZING ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RECITALS:

WHEREAS, the Flagstaff City Council is committed to the welfare of its low- and moderate-income residents; and

WHEREAS, the Flagstaff City Council is committed to meeting the national objectives of the United States Department of Housing and Urban Development ("HUD") to: (1) benefit low- and moderate-income persons, (2) address slum and blight conditions, and (3) meet an urgent community need; and

WHEREAS, the City of Flagstaff has been designated as a Community Development Block Grant ("CDBG") Entitlement Community by HUD; and

WHEREAS, preparation of the Annual Action Plan is a federal requirement for local entitlement jurisdictions to continue to receive CDBG and other HUD grant funding; and

WHEREAS, the City of Flagstaff has prepared an Annual Action Plan for the 2025 Program Year to meet the federal requirement; and

WHEREAS, the Flagstaff City Council has reviewed and approved the Program Year 2025 Annual Action Plan.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the submission of the Program Year 2025 Annual Action Plan be hereby authorized to reflect the following use of the 2025 CDBG entitlement funds, program income, and the reallocation of CDBG funds from previous program years:

CDBG Program Year 2025 Funds Available for Allocation

2025 Entitlement Award	$656,638.00
Program Income (PI)	$107,893.51
De-obligated and Prior PY funds	$15,277.75
Total Available	**$779,809.26**

CDBG Program Year 2025 Entitlement Funds Allocation

Administration and Planning			**$145,000.00**
Grant Compliance and Administration	*$67,100.00*		
Estimated City 10% Indirect Rate	*$77,900.00*		
Housing and Economic Development Activities			**$520,809.26**
Housing Solutions of Northern Arizona *Assistance for Affordable Rental Unit Acquisition*		*$280,000.00*	
Playground Improvements in *Target Neighborhoods (Brannen Homes/Pine Knoll)*		*$240,809.26*	
Public Service Activities			**$114,000.00**
Northland Family Help Center *Youth Case Management*		*$55,000.00*	
Homeless Youth Connection *Empowering Youth for The Future*		*$40,000.00*	
Community Assistance Teams of Flagstaff *Homeless Outreach*		*$19,000.00*	
Total City of Flagstaff Fund Request			**$779,809.26**

SECTION 2. Should the City of Flagstaff receive notice of a post-allocation adjustment to the final CDBG entitlement allocation, the funding amount for each awarded project shall be adjusted proportionally based on the overall increase or decrease in available funds. Allocations in the Planning and Administration and Public Service categories shall be adjusted first to fully utilize the maximum allowable caps (20% and 15%, respectively). Following those adjustments, external project allocations shall be modified by an equal percentage. Any remaining balance shall be applied to, or deducted from, internal community benefit projects as identified in the Annual Action Plan.

SECTION 3. That the Housing Section be authorized to submit this resolution and Annual Action Plan to HUD.

SECTION 4. That the City Manager be authorized to execute agreements for the allocations with the parties and in the amounts authorized by Council in this Resolution, and that the Mayor and/or the City Manager be authorized to execute all associated certifications and grant acceptances.

SECTION 5. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of June, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
A – 2025 Annual Action Plan

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Anja Wendel, Senior Assistant City Attorney AW

Co-Submitter: Rebecca Sayers

Co-Submitter: Martin Ince

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-36: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement with Coconino County for a Recreational Trail (near the San Francisco Peaks).

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-36 by title only
2. City Clerk reads Resolution No. 2025-36 by title only (if approved above)
3. Adopt Resolution No.2025-36

Executive Summary:

The proposed Intergovernmental Agreement (IGA) with Coconino County is intended to facilitate cooperation in formalizing the existing social trail north of Elks Lodge. The social trail has been heavily used for over 25 years by the community. The social trail is about 2 miles in length.

Under the proposed IGA, the City would acquire at least a 20' wide easement for a linear public park/trail ("the trail") The City and County will own the trail in joint ownership. The County will maintain the trail as a single track (2-4' wide dirt trail). The trail functions as a:

- Linear public park/trail for recreation, including hiking, bicycling, and running.
- Access way connecting city neighborhoods to the U.S. Forest Service trails in the Mt. Elden-Dry Lakes area.
- Transportation option for persons who do not have cars or do not wish to drive.
- Commuting option for persons living in the area who work in Flagstaff city limits.
- Neighborhood amenity for persons who live in this area.

The trail generally follows the City's Switzer Canyon transmission waterline project route through a County residential area, and will utilize a conservation easement across the Museum of Northern Arizona property.

The trail will follow:

- Existing private roads (Chickadee, Hootso).
- Maintenance access roads (constructed with the waterline)
- Single-track trails (realigned/reconstructed where necessary.

As Flagstaff area continues to grow, there is no guarantee that social trails such as this one will continue to exist, as private property owners may at any time seek to restrict public access across their property. The only way to guarantee continued public access is to obtain property rights for a linear public park/trail.

Financial Impact:
Funding for acquisition of easements for the trail is included in the 2004 FUTS and neighborhood open space bond. Funding for construction of the trail is available as part of the "Singletrack/Forest Access" project in the City's capital budget.

Land acquisition FY 2024-25 and FY 2025-26: 403-09-421-3247-5-4431 $2,460,572
Construction FY 2024-25 and FY 2025-26: 048-10-120-3484-6-4433 $75,000

Policy Impact:
None.

Previous Council Decision or Community Discussion:
The City and County have had ongoing discussions with affected property owners and the homeowners associations in this area. The trail will cross approximately 28 parcels. A letter was sent to property owners in 2024 outlining the desire to formalize the existing social trail and outlining benefits to formalizing the trail. Property owners will be paid just compensation for property rights acquired for the trail. (Please refer to April 2025 presentation, attached).

There have been ongoing planning efforts to develop this trail, and it is identified in the Active Transportation Master Plan/FUTS master plan. The trail ties into the Schultz Y trail head acquisition and US Forest Service Mt. Elden-Dry Lakes recreation planning.

The Council approved Ordinance No. 2022-26 authorizing acquisition for neighborhood open space and trails, including this route.

The City and County held a Joint Meeting on April 14, 2025, and at that time received information about the effort to formalize the existing social trail. The matter was discussed at this public meeting.

Options and Alternatives to Recommended Action:
1. Approve IGA.
2. Do not approve IGA and direct staff to take other action.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community: Promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options
Inclusive and Engaged Community: Promote environmental justice and access to environmental benefits
Sustainable and Innovative Infrastructure: Provide, manage, and maintain effective infrastructure for multimodal and active transportation. Facilitate, develop, and encourage carbon-neutral energy opportunities
Livable Community: Provide amenities and activities that support a healthy lifestyle
Environmental Stewardship: Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, and social systems

Connection to Regional Plan:
Policy XV Recreation: Maintain Flagstaff's quality of life through outdoor recreation

The proposed trail/linear public park is part of the Active Transportation Master Plan adopted by Council and integrated into the Regional Plan.

Connection to Carbon Neutrality Plan:
The Flagstaff Carbon Neutrality Plan: Decreased independence on cars

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
The IGA helps support the goals of the Active Transportation Master Plan.

Attachments: Res.2025-36
IGA with County for Recreational Trail
Map
April 2025 Presentation

RESOLUTION NO. 2025-36

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH COCONINO COUNTY FOR A RECREATIONAL TRAIL IN AN AREA NEAR THE SAN FRANCISCO PEAKS; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City desires to enter into an Intergovernmental Agreement with Coconino County as an effort to formalize an existing social trail north of the Elks Lodge near the San Francisco Peaks that has been used by the Flagstaff area community for over 25 years as a linear public park/trail.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Intergovernmental Agreement for a Recreational Trail with Coconino County attached hereto (the IGA) is hereby approved, and the Mayor is authorized to execute the same.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, Community Development Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of the IGA.

SECTION 3. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of June, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA (including exhibits)

INTERGOVERNMENTAL AGREEMENT
FOR A
RECREATIONAL TRAIL

(In an area near the San Francisco Peaks)

THIS INTERGOVERNMENTAL AGREEMENT FOR A RECREATIONAL TRAIL ("Agreement"), is entered into this _____ day of _____, 2025, by and between CITY OF FLAGSTAFF, a municipal corporation of the State of Arizona ("CITY"), and the COCONINO COUNTY BOARD OF SUPERVISORS on behalf of Coconino County, a political subdivision of the state of Arizona ("COUNTY").

RECITALS

WHEREAS, the CITY is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-933, 11-952 and Article I, Section 3 of the Flagstaff City Charter; and

WHEREAS, the COUNTY is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-933, 11-952; and

WHEREAS, for many years the public has used and enjoyed social trails across privately owned land located near the San Francisco Peaks, just outside Flagstaff City limits north of the Elks Lodge/north San Francisco Street and connecting to National Forest Service land; and

WHEREAS, the parties desire to acquire, establish and maintain a public linear park and access way for bicycling, walking, and running that will enable the public to continue to connect to National Forest Service lands and to enjoy this beautiful, rural area near the San Francisco Peaks for years to come;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT.

The purpose of the Agreement is to provide for the acquisition of property rights for, and the design, construction, installation, and maintenance of a public linear park and access way for bicycling, walking, and running generally following the routes set forth in Exhibit A, attached hereto and incorporated by reference ("the Trail").

2. DESIGN OF THE TRAIL.

A. The Trail easement width may vary but is not expected to exceed thirty feet (30') wide. CITY and COUNTY will continue to coordinate and shall agree upon final design of the Trail. The City Engineer in consultation with the City Transportation Planner Senior Lead is hereby delegated authority to approve final design on behalf of the CITY. The County

Operations & Maintenance Manager and Natural Resources Supervisor are hereby delegated authority to approve the final design on behalf of the COUNTY.

B. The parties will negotiate in good faith with property owners and the Museum of Northern Arizona to agree upon the appropriate location of the Trail as it crosses private property and property owned by the Museum, and if necessary, to amend the Museum's existing Deed of Open Space and Conservation Easement recorded on September 10, 2021 in the records of the Coconino County Recorder, instrument no. 3928092.

C. In general, the Trail will be designed as a single-track trail (up to four feet wide with a native soil surface). Where the Trail follows a waterline maintenance or access road constructed by the City, it will be constructed to City standards applicable for such road. Where the Trail crosses paved roads, striping may be added to indicate Trail. The Trail will be designed to serve as a linear park connecting with U.S. Forest Service trail systems and Buffalo Park. Where feasible, the Trail will be designed to connect community neighborhoods, farms/community gardens, and possible public transit opportunities.

3. ACQUISITION OF PROPERTY RIGHTS.

A. CITY and COUNTY shall work together to acquire all property rights needed for the Trail, to include the Trail easement and any necessary temporary construction easements.

B. Either party may acquire property rights for the Trail by purchase, exchange, donation, or condemnation for a public use to the extent permitted by law, across the parcels located within unincorporated Coconino County as listed in Exhibit B. CITY shall pay for all acquisitions of property rights, including payment of just compensation and administrative costs including but not limited to legal descriptions, title reports, appraisals, and closing fees.

C. CITY and COUNTY will jointly hold title to all easement rights for the Trail across lands located within unincorporated Coconino County. City will own all easement rights for the Trail across lands located within City limits.

D. A sample form of the Trail Easement to be acquired is attached hereto as Exhibit C. Modifications to the form may be jointly approved by the City Attorney's Office and County Attorney's Office.

4. CONSTRUCTION OF THE TRAIL.

A. CITY at its expense will construct access or maintenance roads as part of the Switzer Canyon Water Main Transmission Project Phases IV & V and these may be used for the Trail where the CITY also acquires a Trail Easement along such route. CITY at its expense may construct other segments of the Trail using revenues generated from the City's 2020 Transportation Tax or other resources.

A. COUNTY will participate in construction of the Trail by offering in-kind support in the form of labor and equipment and will participate in co-authoring grants. If resources become

available, the COUNTY may participate in funding construction but is under no obligation to do so.

5. MAINTENANCE OF THE TRAIL.

COUNTY at its expense will maintain the single-track Trail outside City limits, in the same manner as other single-track trails managed by the County Parks and Recreation Department, which standards may vary from time to time. CITY will maintain the Trail within City limits.

6. SIGNAGE FOR THE TRAIL.

COUNTY at its expense will install and maintain signage for the Trail. Signs shall be placed at the southern and northern points of the Trail, stating that the Trail is funded as a joint CITY and COUNTY trails initiative. The final signage is subject to approval by the CITY and the COUNTY. The City Transportation Planner Senior Lead or his/her/their designee is hereby delegated authority to approve the signage on behalf of CITY. The County Parks & Recreation Director or his/her/their designee is hereby delegated authority to approve the signate on behalf of COUNTY. Signage will include points of connectivity between this Trail and other trails managed by the CITY, COUNTY, and U.S. Forest Service.

7. DURATION OF AGREEMENT.

This Agreement shall be for a term of ten (10) years commencing _____, 2025, and may be renewed by mutual agreement of the parties.

8. TERMINATION OF AGREEMENT.

A party may terminate this Agreement upon at least one year's prior written notice to the other party. Termination shall not relieve any party from any liabilities or obligations already incurred under this Agreement.

9. TERMINATION FOR NON-APPROPRIATION.

A party may terminate its participation in this Agreement due to non-appropriation by the governing body.

10. CLAIMS.

CITY and COUNTY shall each promptly notify the other party of any claims, complaint, or grievance received related to the Trail (collectively "Claims") will cooperate in good faith in jointly resolving or defending against any Claims.

11. INDEMNIFICATION.

To the fullest extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party for, from and against any penalties, costs and expenses (including attorney's fees), claims, demands, causes, and actions arising out of or in connection with any

accident or other occurrence related to the Trail when such injury or damage shall be caused in part or in whole by the act, fault, neglect or omission of any duty with respect to the same by the party, its officers, employees, contractors, agents, invitees, and permittees.

12. INSURANCE.

CITY shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of its employees or agents.

COUNTY shall maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of its employees or agents.

13. MODIFICATION.

This Agreement may be modified or amended only by written agreement signed by the parties.

14. CANCELLATION FOR CONFLICT OF INTEREST.

Pursuant to A.R.S. § 38-511, a party may cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is in effect, an employee or agent of another party of the Agreement in any capacity or as a consultant to the other party of the Agreement with respect to the subject matter of this Agreement.

15. WAIVER.

No party's failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right of insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor will any waiver of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

16. COMPLIANCE WITH LAW.

Each party will comply with applicable federal, state, and local laws in performance of this Agreement.

17. GOVERNING LAW

This Agreement will be governed, interpreted and enforced in accordance with the laws of the State of Arizona. Coconino County shall be the venue for any mediation or litigation arising out of this Agreement.

18. FORCE MAJEURE

Neither Party will be liable to the other for failure to comply with any of the terms and conditions of this Agreement where any failure to comply is caused by an act of God, court order, government regulation or requirement, strike or labor difficulty, fire, flood, windstorm, breakdown or other damage to equipment, or any other cause beyond the reasonable control of the party at fault.

19. SEVERABILITY

In the event that a court of competent jurisdiction holds any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement will remain in full force and effect, to the extent that the continued enforcement of the remaining terms continue to reflect substantially the intent of the Parties.

20. NOTICES.

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given shall be in writing and sent to the address stated below.

CITY:
Notices shall be addressed to:
Attention: City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

With a copy to:
Attention: Parks and Recreation Director & Transportation Planner Senior Lead
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

COUNTY:
Notices shall be addressed to:
Attention: County Manager
Coconino County
219 E. Cherry Ave.
Flagstaff, AZ 86001

With a copy to:
Attention: Parks & Recreation Director
Coconino County
2446 Fort Tuthill Loop
Flagstaff, AZ 86005

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date signed below.

CITY OF FLAGSTAFF

_____
By: Becky Daggett, Mayor

Date executed:_____

Attest:

_____
Stacy Saltzburg, City Clerk

The undersigned attorney hereby certifies that this Agreement has been reviewed pursuant to A.R.S. § 11-952(D), and that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Flagstaff.

_____
Sterling Solomon, City Attorney

COCONINO COUNTY

_____
By: Patrice Horstman, Chair of the County Board of Supervisors

Date executed:_____

Attest:

_____
By: Lindsay Daley, Clerk of the County Board of Supervisors

The undersigned attorney hereby certifies that this Agreement has been reviewed pursuant to A.R.S. § 11-952(D), and that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the County of Coconino.

_____
By: Angela Lane, Deputy County Attorney

Exhibits:

A. Map showing general routes for the Trail

B. List of affected parcels
C. Sample Form of Trail Easement

EXHIBIT A
MAP SHOWING GENERAL ROUTES FOR THE TRAIL

EXHIBIT B
LIST OF AFFECTED PARCELS

APN
110-03-004
110-02-001L
110-02-001V
110-02-001W
110-02-008
110-02-009
110-02-001S
110-12-017H
110-12-017A
110-12-017F
110-12-017J
110-12-017G
110-12-018H
110-12-018G
110-12-018J
110-12-002E
110-12-002A
110-12-002H
110-12-002K
111-01-032
111-01-017C
111-01-016E
111-01-034
111-01-034B
111-01-034C
111-01-003E
111-01-017B

EXHIBIT C
FORM OF TRAIL EASEMENT

When recorded, return to:
City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

TRAIL EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, _____, hereinafter referred to as "Grantor", hereby grants and conveys unto the COUNTY OF COCONINO, a political subdivision of the State of Arizona and the CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, (collectively "Grantee"), a perpetual easement, hereinafter referred to as "Easement," for a public linear park and access way for pedestrians, bicycles, and other similar uses, under, over, across and through the real property of Grantor situated in Coconino County, Arizona, and described in Exhibits A and A-1 ("the Trail"), attached hereto and by reference made a part hereof under the terms and conditions set forth below.

1. Purpose. This Easement is granted to Grantee for the benefit of the public, and to enable the Grantee at its own expense to locate, construct, repair, replace, alter, maintain, and operate a public linear park and access way, including any fencing, walls, grading, landscaping, lateral and subjacent support, drainage structures and facilities, signing, or other features associated with and constructed as part of the Trail.

2. Motorized Uses. Motorized uses of the Trail are prohibited, except electric-powered bicycles and vehicles necessary to enable persons with disabilities to use the Trail will be allowed so long as Grantee has adopted reasonable regulations for such use.

3. Non-Exclusive. This Easement is granted on a non-exclusive basis; provided however, any subsequently recorded easement or permit shall not conflict or interfere with public safety, the use, operation, or maintenance of the Trail or terms and conditions of this Easement.

4. Prohibited Encroachments. Grantor shall not construct or permit any improvements within the Easement, including buildings, structures, poles, driveways, parking lots, fences, walls, cut or fill slopes, grading, or surface drainage features.

   [OPTION IF TRAIL CROSSES DRIVEWAY: STRIKE DRIVEWAYS ABOVE, AND ADD: A driveway may be constructed across the Trail for Grantor to access its property provided, however, the driveway design is subject to Grantor's prior written approval, which will not be unreasonably withheld so long as the design will minimize conflicts with Trail use and

appropriate signage, striping, or other reasonable safety measures are incorporated.]

5. Underground/Utility Encroachments. Grantor may construct or permit underground improvements within the Easement, subject to all of the following:

   a. Prior written consent of Grantee is required. Consent will not be unreasonably withheld, provided that the proposed improvement will not conflict or interfere with public safety, the use, operation, or maintenance of the Trail as determined by Grantee.

   b. Utility boxes, meter boxes, valve boxes, manholes, or handholes (collectively "Utility Equipment") shall not be constructed within that portion of the Trail that is designed, maintained, or designated for regular public travel or within three (3) feet of either side of that pathway (the pathway and shoulders collectively referred to as the "Clear Zone").

   c. Grantor and/or its permittee shall restore the Trail to its original condition after completion of any construction or maintenance.

6. Vegetation. Grantee may remove, alter, and maintain vegetation within the limits of the Easement that conflicts or interferes with the use, operation, or maintenance of the Trail. Grantor shall make no claim for and shall hold Grantee harmless from any claim by a third person for damage to or destruction of the vegetation so removed or altered. Grantor shall be responsible for weed control and maintenance of landscaping, fencing, and other features within the Easement area that are not associated with or constructed as part of the Trail.

7. Lateral Support. Grantee further agrees for itself and its heirs, successors, and assigns that it shall not cause or allow any act, occurrence, or condition of land that disturbs the lateral and subjacent support of the Trail. Lateral and subjacent support may include cut or fill slopes and retaining walls.

8. Maintenance Access. Grantee shall have the right of reasonable access to the Easement over adjacent property owned or controlled by the Grantor limited to the extent necessary for construction, maintenance, repair, or reconstruction of the Trail.

9. Restoration. Upon completion of any removal, alteration, or maintenance of the Trail improvements within the Easement by Grantee, the Grantee shall have the obligation to restore the attributes of the property disturbed by any such removal, alteration, or maintenance to as near the pre-disturbance condition or better, as physical characteristics of the constructed Trail improvements permit.

10. Indemnification. To the extent permitted by Arizona law, Grantee shall indemnify and hold Grantor harmless from any liabilities for injuries or damages to persons or property arising out of any use of the Easement granted herein by Grantee, its officers, agents, employees, licensees, or invitees.

11. Covenant to Run with the Land. Grantor hereby agrees that this instrument shall be binding upon itself, its successors, and assigns.

If Grantor is a corporation, by the signature of its authorized agent it signifies that the agent has been authorized by its Board of Directors or other necessary authorities to make this conveyance on behalf of the corporation.

IN WITNESS WHEREOF, Grantor has caused this Trails Easement to be executed in its name by the undersigned officers this _____ day of _____, 202___.

GRANTOR:

_____

By: _____

Title: _____

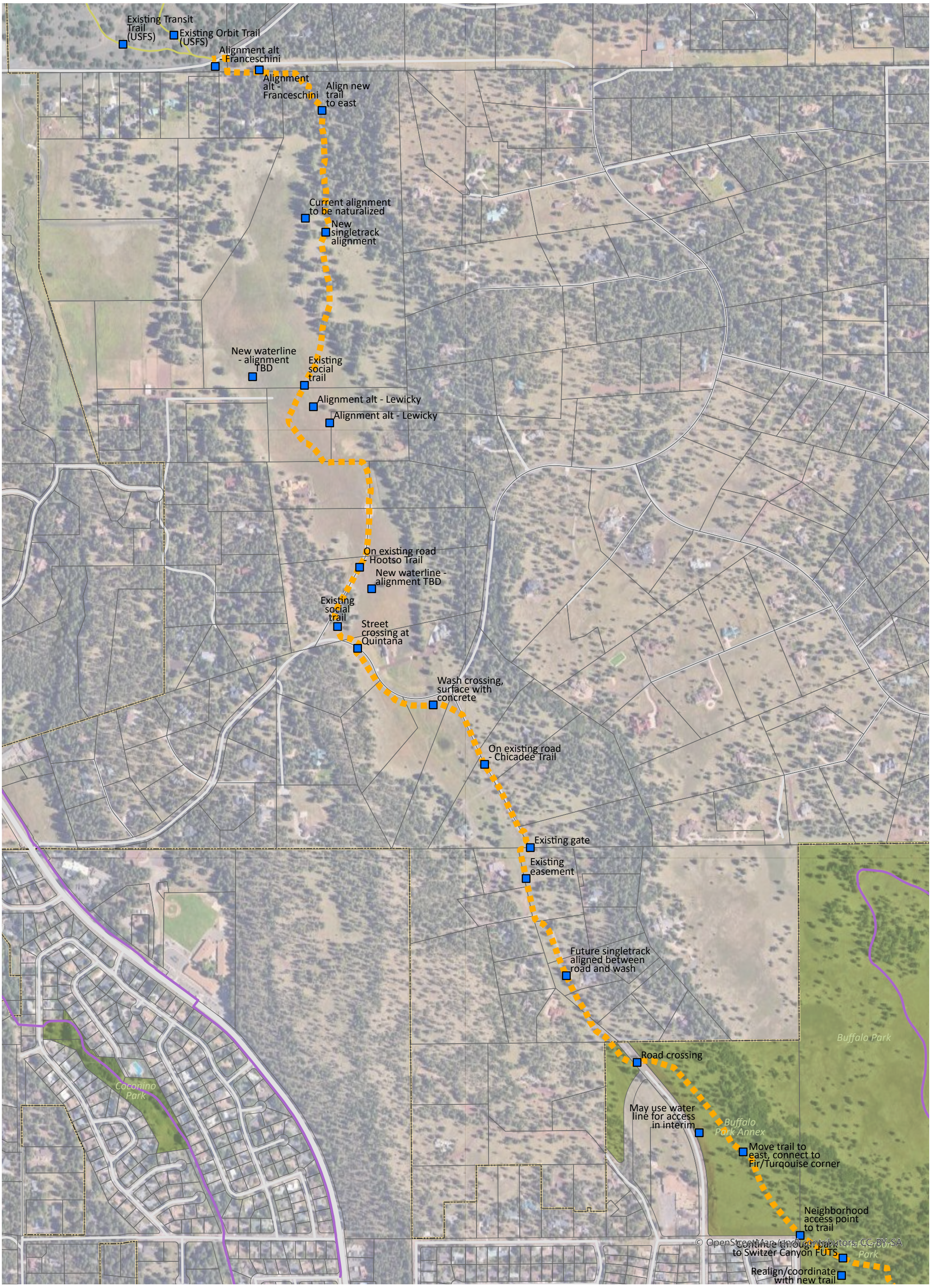
STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

On this_____day of_____, 202_, before me, a Notary Public, personally appeared _____whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and who acknowledged that she signed this document on behalf of _____.

_____
Notary Public

(SEAL)

Attachments: Exhibit A and A-1



Elks Lodge Trail

Alignment notes

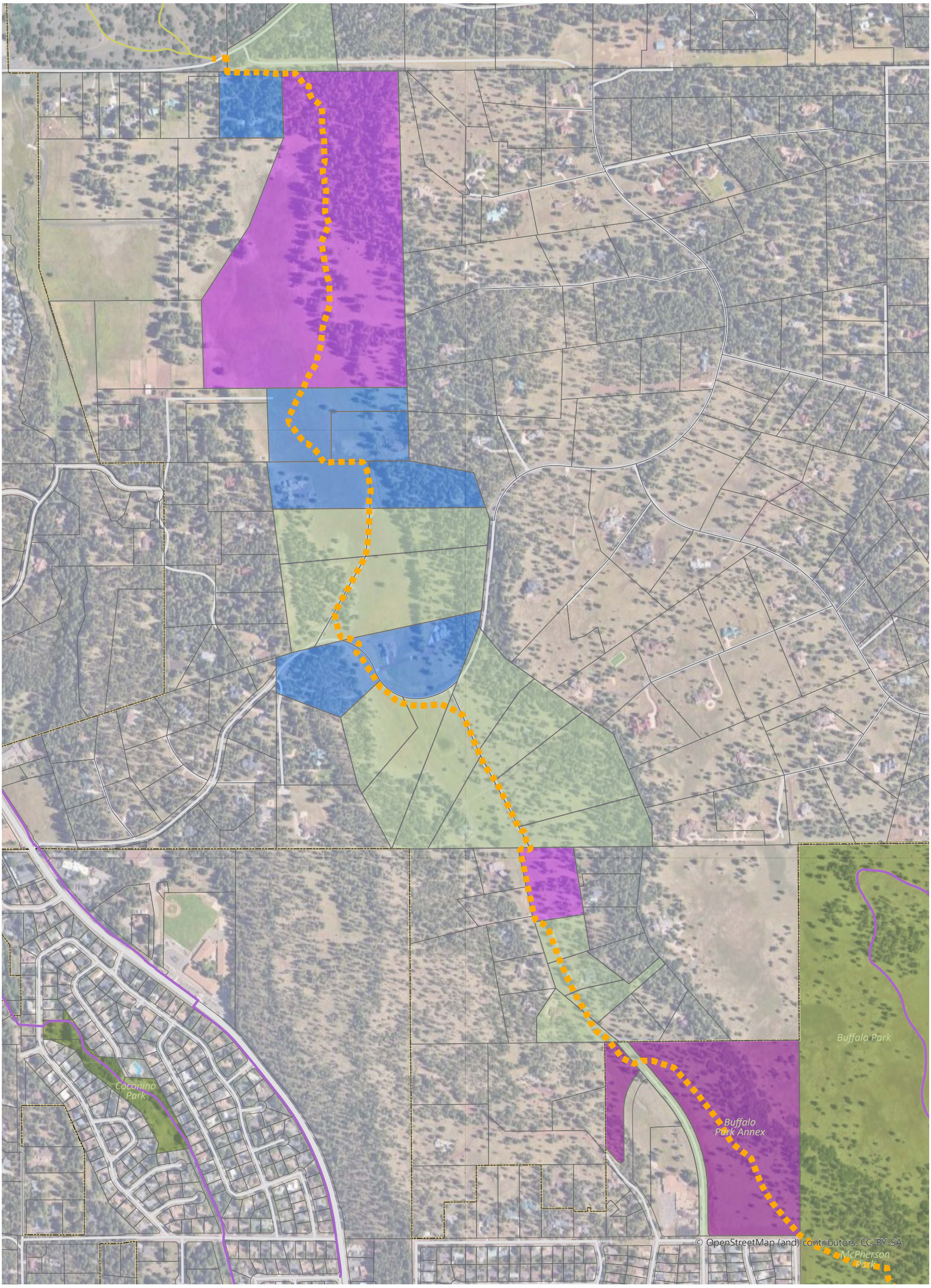
Elks Lodge Trail
Singletrack trails
FUTS trails
Notes
City Boundary

City of Flagstaff
Apr 2025

1,200
Feet

Elks Lodge Trail

Property owner status



City of Flagstaff
Apr 2025

Status
- Secured
- In discussion
- --

- Elks Lodge Trail
- Singletrack trails
- FUTS trails
- City Boundary

1,200
Feet

Elks Lodge Trail

City-County Joint Meeting
April 14, 2025

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

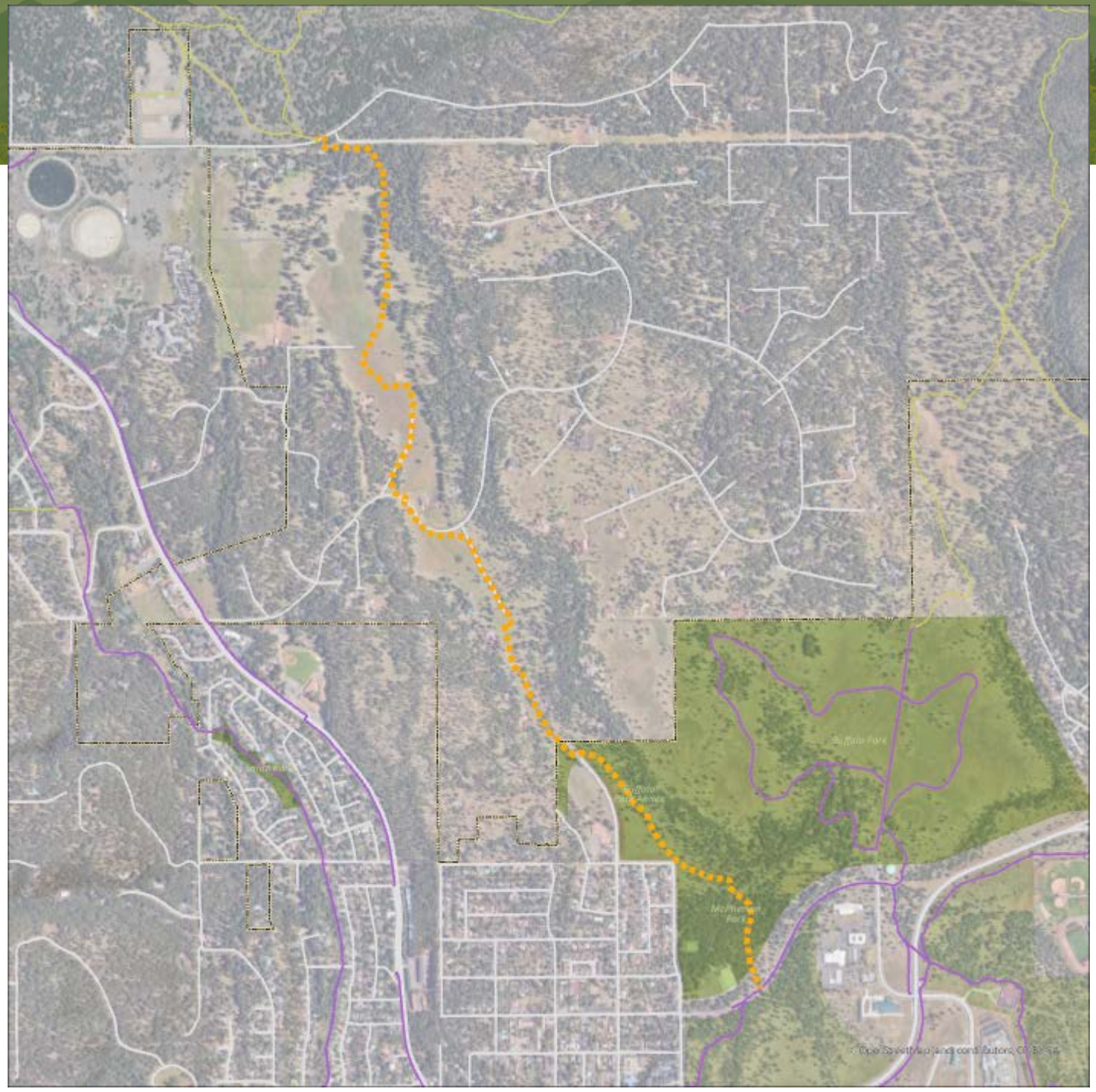
Elks Lodge Trail Introduction

Project to formalize the Elks Lodge Trail:

- Acquisition of easements and property rights
- Adoption/ construction/ realignment of trail

Description

- User-created trail for more than 25 years
- About 2 miles in length
- Connects from neighborhood north of hospital to USFS trails in Mt Elden - Dry Lakes (MEDL) area



Function

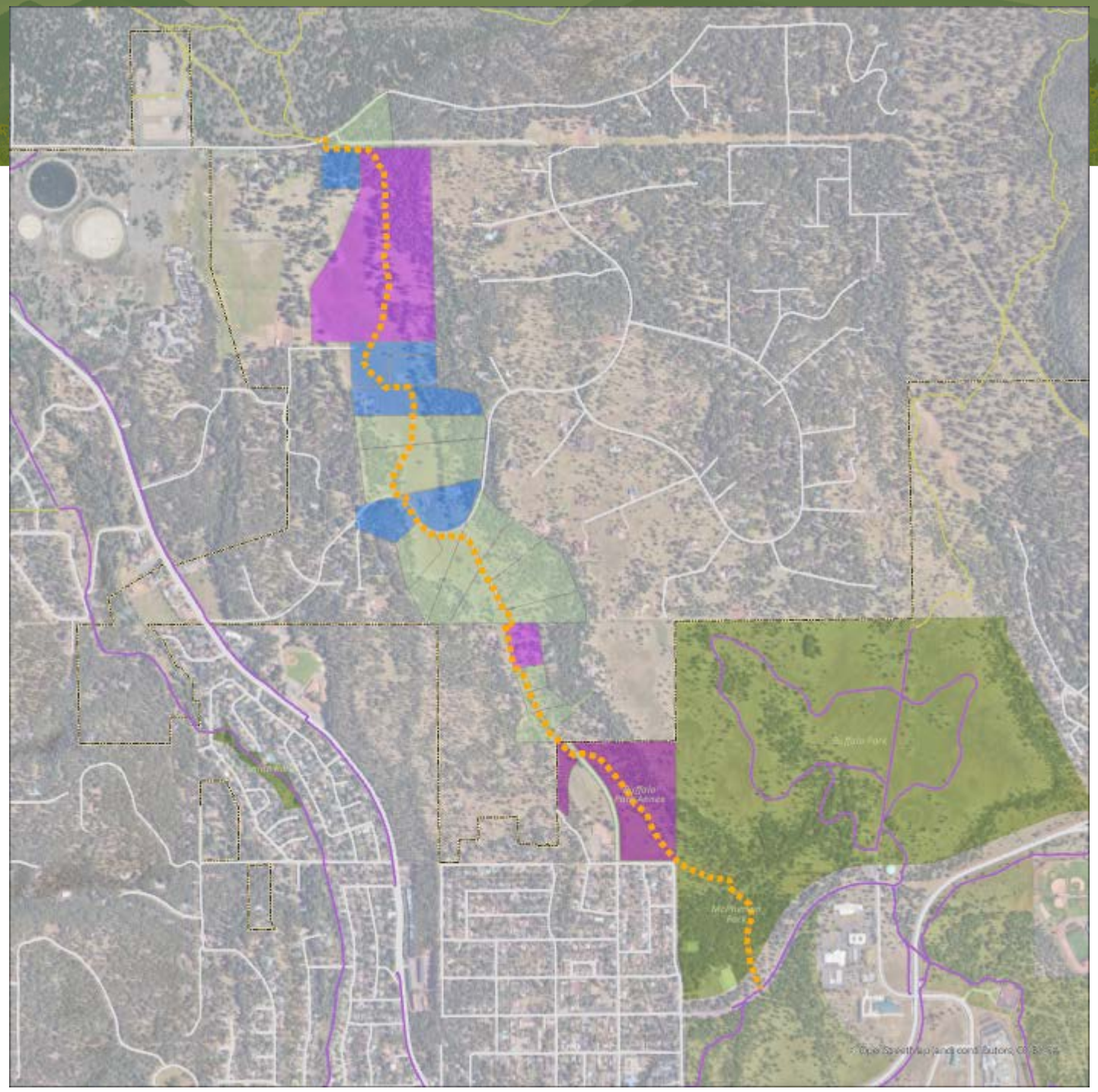
- **Access**: connects city neighborhoods to extensive system of USFS trails in MEDL area
- **Recreation**: singletrack trail for hiking, running, biking
- **Transportation**: gives users access from their homes/ neighborhoods, reduces need to drive to trailhead
- **Commuting**: facilitates travel into Flagstaff for residents
- **Neighborhood**: quick access, short walks for neighborhood

Trail project

- Subsequent to Switzer Canyon transmission waterline project
- Generally follows existing trail alignment
- Trail will consist of…
  - Existing roads (Chickadee, Hootso)
  - Maintenance access roads (constructed with waterline)
  - Singletrack trails (realigned/reconstructed where necessary)

Property rights

- On-going discussions with property owners and HOAs
- 28 parcels identified
- Letter sent to owners in 2024
- Meetings with 2 HOAs
- Next step: additional meetings with owners



Museum of Northern Arizona

- 90 acres at north end
- Divided into 3 lots for homesites (12 acres each)
- Conservation parcel to east (54 acres); includes trail
- Existing trail to be realigned

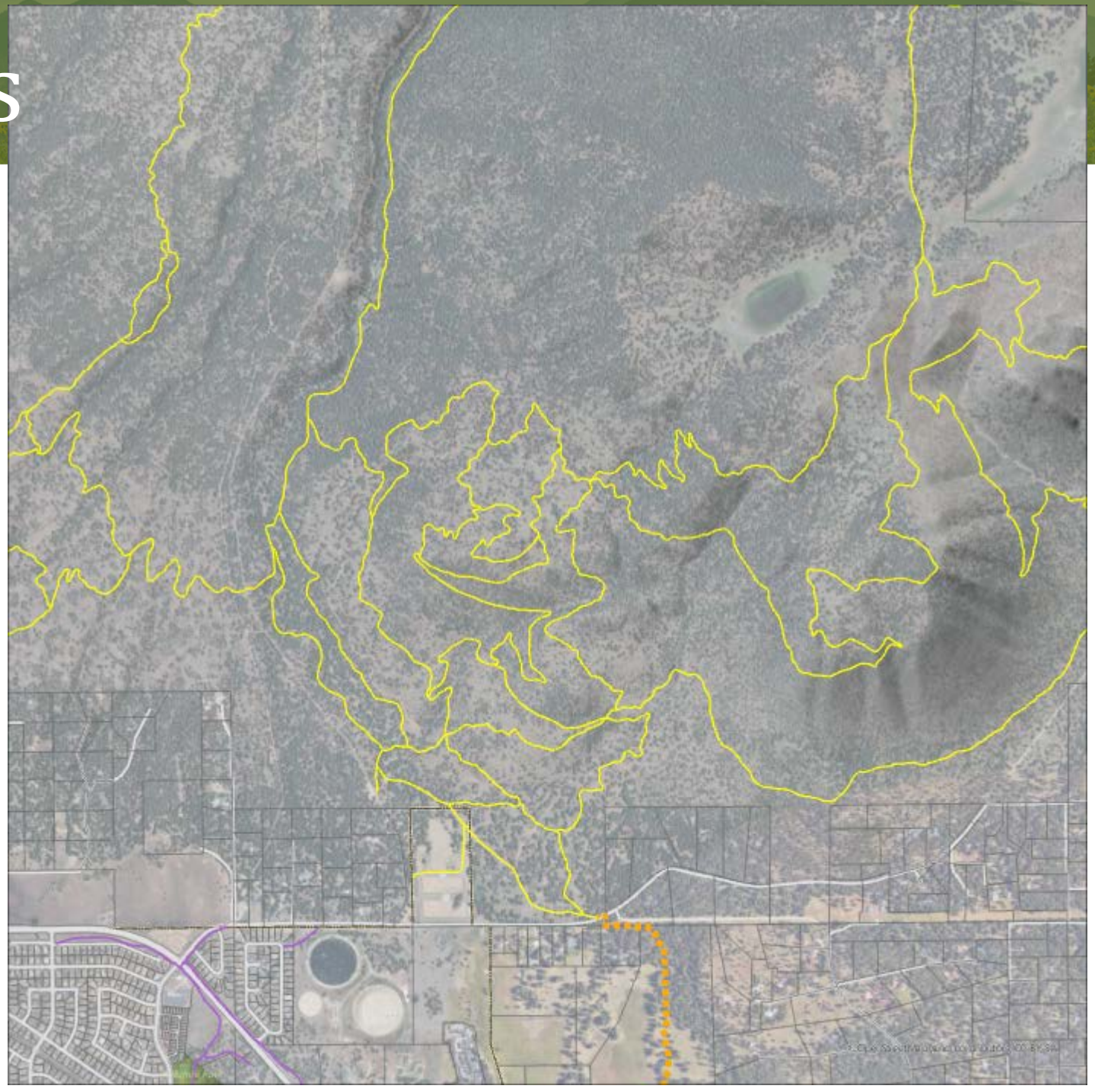
Social v. public trail

- No permanent rights, can be closed, blocked, removed
- No ability to maintain or enforce rules
- Unplanned alignment is unsustainable, leads to erosion, disturbance of sensitive areas, wildlife impacts, braided alignments

- Permanent right of access
- Trail can be managed, expectations made clear, rules applied
- Trail can be built to be sustainable and low-maintenance
- Impacts on properties can be mitigated, more control over access

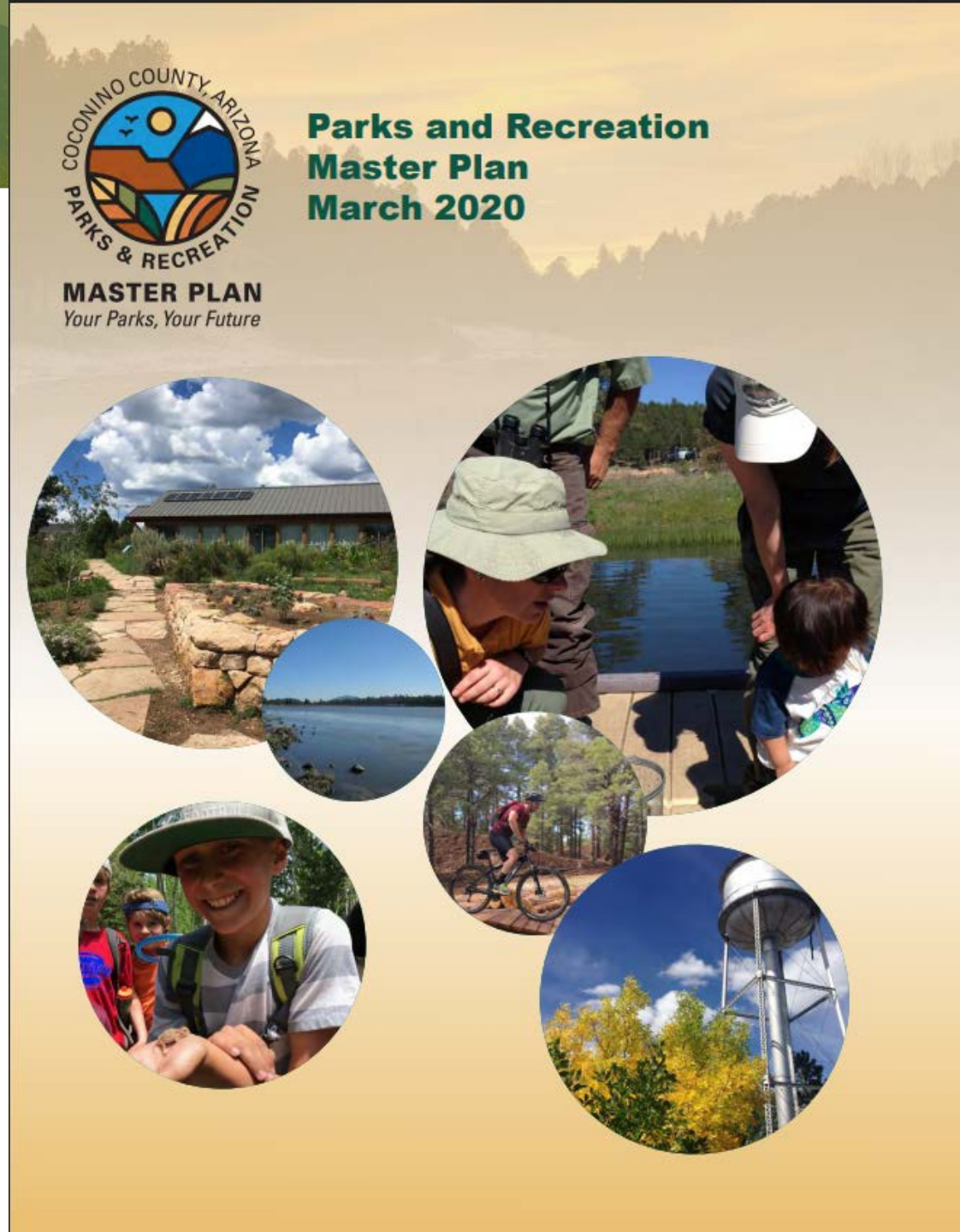
Planning efforts

- Singletrack access in ATMP/FUTS master plan
- Ordinance 2022-26 authorizing acquisition for n'hood open space and trails
- Schultz Y trailhead acquisition
- USFS Mt Elden-Dry Lakes recreation planning

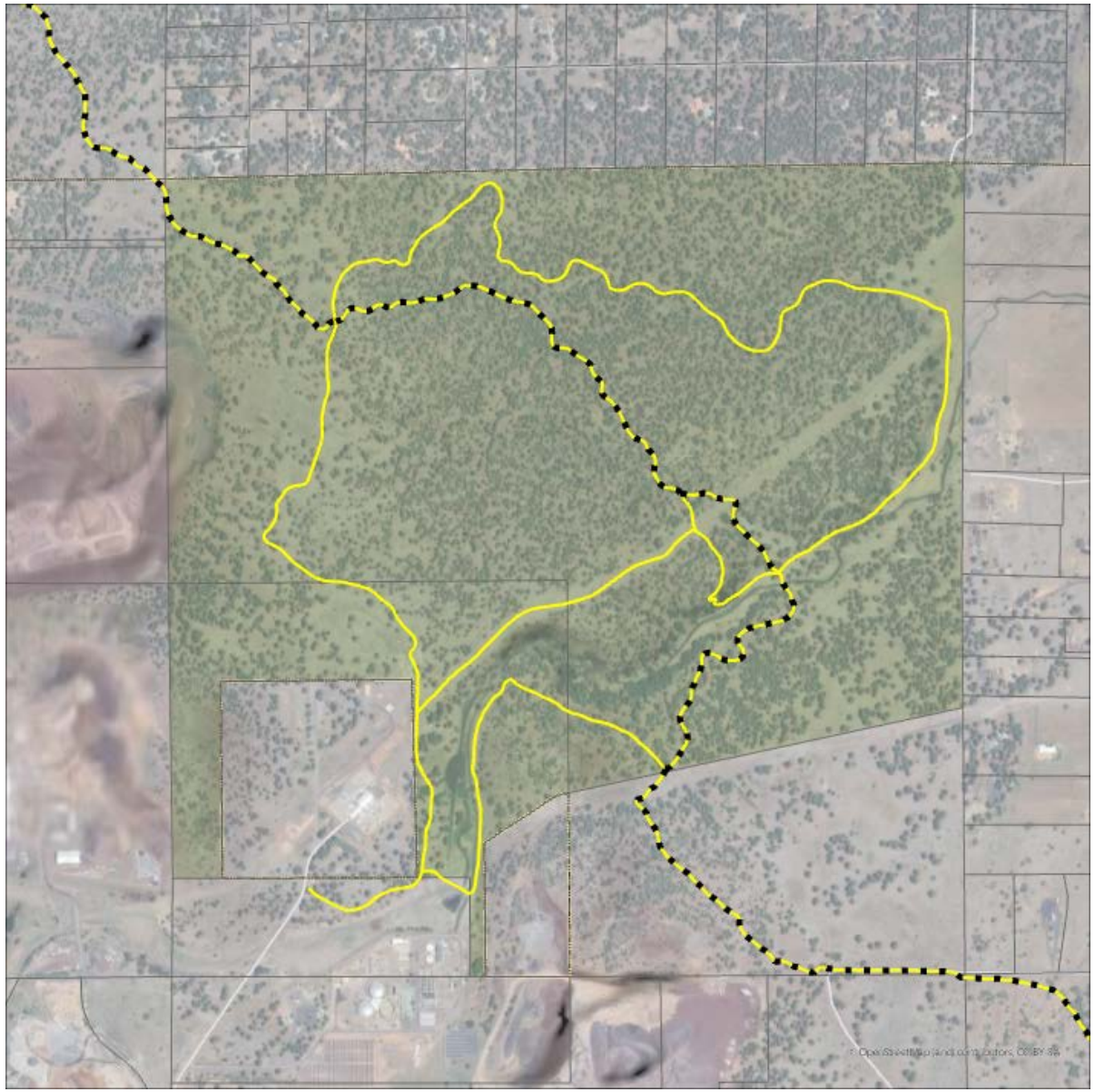


Recent surveys

- County survey: trails and greenways are highest overall priority for Flagstaff area for next 5-10 years (57% of respondents)
- Hiking and walking top household activity for County (84%) (Biking at 47%)
- On-going interest for trail connections from city to outlying neighborhoods



Prior City-County trail partnerships



- Arizona Trail through Picture Canyon Preserve
- Flagstaff Loop Trail across Observatory Mesa Natural Area
- Sheep Crossing FUTS Trail to Fort Tuthill Park

Draft IGA

Formalization of shared resources, funding, and expertise

- City and County share responsibility for acquisition, jointly hold easements
- City has funds for acquisition through FUTS and neighborhood open space bond
- County constructs new segments in-house staff and equipment; City funds other new segments to be constructed
- County maintains and manages trail

Questions

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Joanne Keene, Deputy City Manager

Co-Submitter: Stacey Brechler-Knaggs

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-24: A resolution of the Flagstaff City Council, approving an Amended and Restated Master Intergovernmental Agreement between the City of Flagstaff (City), Coconino County (County), Northern Arizona University (NAU), and the Coconino Community College District (CCC) for the support of the Northern Arizona Intergovernmental Public Transit Authority (NAIPTA) or Mountain Line.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-24 by title only
2. City Clerk reads Resolution No. 2025-24 by title only (if approved above)
3. Adopt Resolution No. 2025-24

Executive Summary:

As directed by the Mountain Line Board of Directors in January 2025, Mountain Line staff and legal counsel drafted an Amended and Restated Master IGA to replace the existing 2013 Amended and Restated Master IGA and its single amendment. In addition to making technical edits, the 2025 Amended and Restated Master IGA specifically addresses Mountain Line's rights and authority to act as a property owner to contract with a developer for development of housing on Mountain Line owned property. Mountain Line is currently in an RFP process to explore potential housing opportunities on their property on Linda Vista.

In addition to making the changes recommended for these authorities, Mountain Line also incorporated the changes in the first (and only) amendment and cleaned up format to further improve the document.

Financial Impact:

There is no specific financial impact related to the adoption of the Amended and Restated Master IGA.

Policy Impact:

The Flagstaff City Council declared a Housing Emergency through Resolution 2020-66 on December 1, 2020. This change to the Master IGA aligns with the Housing Emergency declaration. The 2025 Amended and Restated Master IGA specifically addresses Mountain Line's rights and authority to act as a property owner, as recommended to conduct the proposed action to contract with a developer for development of housing on Mountain Line's property.

Previous Council Decision or Community Discussion:

The original Master IGA was approved in March 2006. On January 5, 2021, Council approved the first amendment to the IGA to clean up language related to risk and liability. On May 7, 2013, Council approved

an update to the Master IGA to allow for membership changes.

Options and Alternatives to Recommended Action:
1. Adopt the Amended and Restated Master Intergovernmental Agreement as presented.
2. Do not adopt the Amended and Restated Master Intergovernmental Agreement.

Background and History:
The City of Flagstaff is currently a member of the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) and operating under the name "Mountain Line" with Coconino County, Northern Arizona University and Coconino Community College.

The goal of creating NAIPTA was to create a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System that provides a seamless transition from various transportation modes while serving the transportation needs of the region efficiently and to advance transportation related projects. NAIPTA operates under a Master Intergovernmental Agreement (IGA).

When creating the original Master IGA in 2006, the purpose was to clarify the authority of Mountain Line and its Board of Directors. Throughout the years, the Master IGA has been amended to change membership, address liability and risk and modify authorities. This Amended and Restated Master IGA is to capture all prior amendments to the Restated Master IGA and further amend the Restated Master IGA to addresses Mountain Line's rights and authority to act as a property owner to contract with a developer for development of housing on Mountain Line owned property. Mountain Line is currently in an RFP process to explore potential housing opportunities on their property on Linda Vista.

Connection to PBB Priorities and Objectives:
High Performing Governance
Livable Community
Robust and Reslient Economy

Connection to Regional Plan:
Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.
Policy T.3.2. Promote transportation systems that reduce the use of fossil fuels and eventually replace with carbon neutral alternatives.

Connection to Carbon Neutrality Plan:
The City's of Flagstaff's work with Mountain Line supports the Carbon Neutrality Goal:

DD-5: Invest in comprehensive and equitable transit.

Connection to 10-Year Housing Plan:
The Flagstaff City Council declared a Housing Emergency through Resolution 2020-66 on December 1, 2020. This change to the Master IGA aligns with the Housing Emergency declaration. The 2025 Amended and Restated Master IGA specifically addresses Mountain Line's rights and authority to act as a property owner, as recommended to conduct the proposed action to contract with a developer for development of housing on Mountain Line's property.

Connection to Division Specific Plan:
None.

Attachments: MasterIGAFinal
SummaryofChanges
Res.2025-24

AMENDED AND RESTATED
MASTER INTERGOVERNMENTAL AGREEMENT

This Amended and Restated Master Intergovernmental Agreement (this "**Amended and Restated Master IGA**") is made effective as of the _____, 2025 (the "**Effective Date**") by and among Coconino County, a body politic and corporate of the State of Arizona ("**Coconino County**"); the City of Flagstaff, an Arizona municipal corporation ("**City of Flagstaff**"); the Arizona Board of Regents, acting for and on behalf of Northern Arizona University, an Arizona state university ("**Northern Arizona University**"); Coconino County Community College District, an Arizona community college district ("**Coconino Community College**"); and the Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona ("**NAIPTA**" or "**Mountain Line**"). The parties to this Amended and Restated Master IGA may be referred to herein collectively as the "Parties" or each individually as a "Party".

RECITALS

A. Arizona Revised Statutes Title 28, Chapter 26 (the "**Statutes**"), authorized the formation of an intergovernmental public transportation authority ("**IPTA**") with all of the rights and immunities of a municipal corporation in any county having a population of two hundred thousand persons or less (currently raised to four hundred thousand persons). The board of the IPTA is to conduct a periodic survey of transportation needs in the authority and determine an appropriate public transportation system to meet those needs and the means to finance the system.

B. On or about March 15, 2006, and pursuant to the authority vested in them by the Statutes, Coconino County, Yavapai County, City of Flagstaff, the City of Cottonwood ("**Cottonwood**") and the City of Sedona ("**Sedona**") entered into a Master Intergovernmental Agreement (the "**Master IGA**") for the formation of the Northern Arizona Intergovernmental Public Transportation Authority ("**NAIPTA**"). NAIPTA currently operates and is known as "Mountain Line".

C. Pursuant to the provisions of the Statutes, Northern Arizona University became a member of NAIPTA by intergovernmental agreement dated October 19, 2007. The goal of the Parties in creating NAIPTA was to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System.

D. Pursuant to the approvals of their respective city councils, Cottonwood and Sedona withdrew from NAIPTA effective June 30, 2012.

E. On or about February 19, 2013, the Yavapai County Board of Supervisors voted to withdraw from NAIPTA, effective June 30, 2013.

F. The Parties entered into the Amended and Restated Master Intergovernmental Agreement for the continuation of the IPTA effective July 1, 2013, (the "Restated Master IGA"). Also on July 1, 2013, Coconino Community College joined NAIPTA.

G. On or about July 1, 2020, the Parties amended the Restated Master IGA to update liability insurance requirements reflective of the risk, loss history, and current market for Liability Insurance.

H. The purpose of this Amended and Restated Master IGA is to capture all prior amendments to the Restated Master IGA and further simplify, update and amend the Restated Master IGA to clarify the authority and operation of Mountain Line and its Board of Directors.

AGREEMENTS

1. **Goals.** The goals of the Parties in creating the IPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System that provides a seamless transition from various transportation modes while serving the transportation needs of the region efficiently and to advance transportation related projects. The Regional Transportation System will have a strong central system with excellent frequency in a way that addresses each Party's unique transit needs. The Regional Transportation System will provide services that assist each of the Parties to meet federal transit-related requirements and pursue transportation projects, with an equitable allocation of costs.

2. **Names and Authority.** The name of the IPTA is the Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA") and it also operates under the name "Mountain Line". NAIPTA is a corporate body and political subdivision of the State of Arizona, with all of the all of the rights and immunities of municipal corporations that are granted by the constitution and statutes of Arizona, including immunity of its property from taxation; the right to own, acquire, sell, lease, and/or operate real property and property interests, including without limitation for transit maintenance and storage facilities, administrative offices, transportation, and transit-oriented or workforce housing purposes; and take all actions necessary to conduct the business and affairs of Mountain Line. The terms "Mountain Line", "NAIPTA" and "IPTA" may be used in this Amended and Restated Master IGA to refer to the intergovernmental public transportation authority created hereby.

3. **Members and Board of Directors**.

3.1. **Members.** The Members of NAIPTA, pursuant to the terms of this Amended and Restated Master IGA are:

- Coconino County;
- City of Flagstaff;
- Northern Arizona University; and
- Coconino Community College.

3.2. **Board of Directors.** NAIPTA shall be governed by a Board of Directors consisting of at least five (5) and not more than nine (9) members (the "**Board**"). Upon the approval and execution of this Amended and Restated Master IGA by all Parties, the Board shall be comprised of five (5) directors, consisting of one (1) member of the Coconino County Board of Supervisors or designee; two (2) members of the City of Flagstaff City Council or designees; one (1) member of the Northern Arizona University administration appointed by the Northern Arizona

University President, and the President of Coconino Community College or designee. In the event that additional municipalities and/or eligible educational, Indian nation, or other governmental institution join NAIPTA, the number of directors may be increased (to a maximum of nine (9) directors) by a vote of the Board. In the event that additional Board positions are created by the Board pursuant to this section, the Board shall, subject to the statutory requirement that Board membership shall be apportioned among the participating municipalities according to their respective populations, request one or more member municipalities to appoint a director to fill the new position.

3.2.1. Directors serve five-year staggered terms on the Board. The Coconino County Community College District director shall serve an initial term of four (4) years, and thereafter shall serve five-year terms. Directors appointed to the Board prior to the Effective Date shall continue to serve their existing terms on the Board.

3.2.2. A Member agency may remove its appointed director for cause, as determined by the governing body of such Member agency.

3.2.3. The Board has adopted Rules of Procedure ("Rules of Procedure") which control the governance and operation of Mountain Line consistent with and to implement the provisions of this Amended and Restated Master IGA.

3.2.4. The Board shall elect a chairperson and other officers from among its members as provided in the Rules of Procedure approved by a majority of the Board, which prescribes their functions and terms and conditions of election and appointment.

3.2.5. Alternate directors may be appointed pursuant to the NAIPTA Rules of Procedure.

3.3. **Powers and Authority of Board of Directors.** The Board shall have, on behalf of Mountain Line, all of the powers, authority, rights and responsibilities set forth in Arizona Revised Statutes ("A.R.S.") § 28-9101, *et seq,* and all the rights and immunities of a municipal corporation, including the immunity of its property from taxation and those powers and authority necessary to manage and conduct all of the business and affairs of Mountain Line as set forth in this Amended and Restated Master IGA.

3.4. **Membership Fees.** Membership fees shall be assessed against Members represented on the Board, to offset the Board's administrative expenses and to establish a NAIPTA general fund, as further described in Section 9.3.2 of this Amended and Restated Master IGA (the "**General Fund**"). Fees are Five Hundred Dollars ($500.00) per seat for each fiscal year. The annual fee may be adjusted by the Board through the budget process.

3.5. **End of Year Funds**. At the end of the fiscal year, any shortfall in the NAIPTA budget shall be charged to the Members in a manner consistent with the NAIPTA Cost Allocation methodology set forth in Section 10.3 and with the terms of the Service IGAs then in effect. Monies remaining in NAIPTA's accounts at the end of the fiscal year shall be deposited in the General Fund.

4. **Boundaries.** The boundaries of NAIPTA include all territory within the corporate boundaries of Flagstaff, Arizona and the portions of unincorporated territory in Coconino County described on Exhibit "A" and depicted on Exhibit "B."

5. **Changes in Membership and Boundaries.**

5.1. **Addition of New Members**. The Board may, by a vote of a majority of those voting thereon, increase the membership of NAIPTA to include additional municipalities located in counties that have a population of four hundred thousand (400,000) or less on the Effective Date (a "**New Member**"). The vote to add a New Member shall be taken upon written application of the proposed New Member. The application shall include:

5.1.1. A complete description of any transportation system or transit services operated in or by the New Member, including but not limited to the routes, ridership, assets, and liabilities of such system or service;

5.1.2. A Service IGA and Service Provider IGA, as appropriate, between the New Member and NAIPTA that provides for the integration of any transportation system or transit service operated in or by the New Member, into the Regional Transportation System.

5.2. **Amendment to Boundaries of the IPTA**.

5.2.1. At such time as a New Member is admitted to NAIPTA, this Amended and Restated Master IGA shall be amended to include the New Member as a Party to this Amended and Restated Master IGA and to increase the boundaries of NAIPTA to include the jurisdictional area of the New Member as well as any unincorporated areas of a county that are between the New Member and the existing boundaries of NAIPTA and any unincorporated areas that a Board of Supervisors has determined should be included in NAIPTA in order to serve the needs of the New Member. A depiction of the amended boundaries shall be attached to this Amended and Restated Master IGA as an exhibit and be incorporated herein by reference without the need to formally amend this IGA.

5.2.2. In the event that a Member resigns from NAIPTA as further set forth in Section 6.4, this Amended and Restated Master IGA and the boundaries of NAIPTA shall be amended in a manner consistent with such resignation.

6. **Dissolution/Resignation**.

6.1. **Proposal to Dissolve the IPTA.** A majority of all of the directors appointed to the Board may propose at a public meeting that NAIPTA be dissolved, provided that all contractual obligations and debts of NAIPTA are satisfied or transferred to another governmental entity or entities, and provided further that such governmental entity or entities will accept dedication of all NAIPTA property and assume all NAIPTA obligations. A public hearing on the proposed dissolution shall be held not less than fifteen (15) nor more than thirty (30) days after the proposal is made.

6.2. **Plan of Termination.** Following the public hearing held pursuant to Section 6.1, the Board shall adopt by resolution a plan of termination to be executed within a stated period

of time after it is adopted. The plan of termination shall include a schedule for transferring the assets and obligations of NAIPTA to a governmental entity or entities named in the plan.

6.3. **Growth of County Population.** The growth of a county's population to more than four hundred thousand persons shall not cause the dissolution of NAIPTA by operation of law.

6.4. **Resignation.** A Member may resign from NAIPTA upon consultation with the Board, in which case the boundaries shall be amended pursuant to Section 5.2.2. Prior to the Resignation of a Member pursuant to this Section, the Board must determine how the resignation will impact the Regional Transportation System or the services provided to the remaining Members.

7. **Power and Authority.** NAIPTA has sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus system (the "**Bus System**") and community funded transportation services including, without limitation, paratransit, dial-a-ride programs and special needs transportation services in the boundaries established by, and subject to the terms and conditions of, this Amended and Restated Master IGA and the Service IGAs.

7.1. **Existing and New Services.** The Parties understand and agree that Existing Transit Services are currently provided by one or more of the Parties to this Amended and Restated Master IGA, and that it is in the interest of achieving the goals of this Amended and Restated Master IGA, that such Parties continue to provide the Existing Transit Services during the planning and initial implementation period for the Regional Transportation System (the "**Transition Period**"). No new Transit Services may be provided by a Party after the Effective Date, except as provided in the plans for the Regional Transportation System.

7.2. **Coordination.** The Board shall be responsible for coordinating and implementing among the Parties the establishment of the Regional Transportation System, subject to the terms of this Amended and Restated Master IGA, the Service IGAs and the Service Provider IGAs.

7.3. **Contract for Operation of Bus System.** The Board may enter into a contract with public or private entities to operate the Bus System or any part thereof, including, but not limited to, easements, purchase or lease of land, and the sale or lease of land owned by Mountain Line.

7.4. **Rules and Regulations.** The Board shall adopt rules (the "**Rules and Regulations**") applicable to riders and users that are proper and necessary to the use, operation and maintenance of its Regional Transportation System, property, facilities and service. The Board shall hold one public hearing within the boundaries of NAIPTA prior to adopting Rules and Regulations and any amendments or additions to such Rules and Regulations.

7.5. **Committees.** In addition to the Transit Advisory Committee established pursuant to Section 11 of this Amended and Restated Master IGA, The Board may appoint subcommittees as it deems necessary to provide input to the Board concerning operational matters of NAIPTA, including but not limited to finance, personnel, and customer service matters.

8. **Planning and Programming**.

8.1. **Survey of Public Transportation** The Board shall, as provided under A.R.S. § 28-9123, or as otherwise required by statute:

8.1.1. Conduct a periodic survey of public transportation needs (the "**Transportation Survey**"").

8.1.2. Determine an appropriate Regional Transportation System to serve the public transportation needs identified in the Transportation Survey, and the means to finance the Transportation System:

8.1.3. Each year, produce a five-year public transportation program (the "**Transportation Program**") that is consistent with the regional transportation plan approved by the Northern Arizona Council of Governments ("**NACOG**") and the Flagstaff Metropolitan Planning Organization ("**FMPO**"). The Transportation Program shall:

8.1.3.1. Contain public transportation projects financed with monies from federal, state and local funding;

8.1.3.2. Contain a description of each project, including a schedule of expenditures and a source of funding for each project;

8.1.3.3. Identify the entity that is responsible for implementing each project or phase of the Transportation Program;

8.1.3.4. Define and identify regional public transportation corridors;

8.1.3.5. Define the public transportation problems, goals and needs for each corridor and policies and priorities for meeting those goals and needs;

8.1.3.6. Determine a mix of public transportation modes appropriate for development in light of the public transportation goals and needs for each corridor;

8.1.3.7. Locate routes and access points to the public transportation system.

8.1.3.8. Determine the ridership capacity and use of public transportation systems.

8.1.3.9. Include the capital and operating costs of the Regional Transportation System, presented on an individual fiscal year basis.

8.1.3.10. Set forth the revenue needed by source, according to A.R.S. § 28-9142, to fund the Regional Transportation System, presented on an individual fiscal year basis.

8.2. **Advertising Policy.** The Board shall, with input from the Members, prescribe a uniform advertising policy for all vehicles and equipment utilized to provide Transit Services as part of the Regional Transportation System (the "**Advertising Policy**"). The Advertising Policy shall be deemed incorporated by reference into each Service IGA, provided however, that entities that operate Existing Transit Services for the period provided in Section 7.1 shall be exempt from the Advertising Policy for the Transition Period, to the extent the Advertising Policy conflicts with an adopted advertising policy of the entity providing the Existing Transit Services. Advertising Revenues arising out of contracts entered into after the Effective Date of this Amended and Restated Master IGA shall be deposited into the General Fund.

9. **Budgeting and Finance**.

9.1. **Fiscal Year.** The fiscal year of the IPTA shall be July 1 – June 30.

9.2. **IPTA Treasurer and Accounting System**.

9.2.1. **Treasurer.** NAIPTA shall appoint an IPTA treasurer or may enter into an intergovernmental agreement with the Coconino County Treasurer to provide financial services for NAIPTA. The treasurer shall furnish a surety bond to be approved by the Board, to be conditioned upon the faithful performance of their duties. The premium for the bond shall be paid by NAIPTA.

9.2.2. **Budget Controls**.

9.2.2.1. The NAIPTA accounting system and financial management shall comply with generally accepted accounting principles.

9.2.2.2. NAIPTA will comply with Federal Transit Administration ("FTA") guidelines for finance, procurement, performance and disposition of assets and shall be in compliance with the FTA requirements.

9.2.2.3. NAIPTA will institute a program of proper internal controls for business conducted by the IPTA.

9.3. **Public transportation authority fund**.

9.3.1. **Establishment of Fund.** NAIPTA treasurer shall maintain a Public Transportation Authority Fund (the "**Transportation Fund**") consisting of all monies received by NAIPTA including:

9.3.1.1. Monies appropriated or paid to NAIPTA by Members;

9.3.1.2. Monies received by NAIPTA from the federal government or the State of Arizona

9.3.1.3. Grants, gifts and other donations from any source.

9.3.1.4. Revenues collected by NAIPTA as fares and other proceeds from operating the public transportation system.

9.3.2. **General Fund**. Within the Transportation Fund there shall be created a special General Fund, consisting of End of Year Funds as set forth in Section 3.5 and Advertising Revenues, as set forth in Section 8.2, together with any grants, gifts or other donations given to NAIPTA for the specific purpose of maintaining a General Fund.

9.3.2.1. Monies in the General Fund are intended to provide NAIPTA with the flexibility to respond to unforeseen crises or unanticipated emergencies, when such response is in the best interest of the NAIPTA Member agencies, as determined by the Board.

9.3.2.2. To the extent possible, the General Fund uses will be identified during the annual budget process and adopted by the Board. The Board may, by vote taken at a public meeting, authorize additional uses of General Fund monies to address needs that were not identified during the budget process.

9.3.2.3. NAIPTA may attach repayment provisions to grants and loans from the General Fund, on a case-by-case basis.

9.3.3. **Use of Funds.**

9.3.3.1. Except as otherwise provided in Section 9.3.2, monies in the Transportation Fund may be used for any lawful purpose of NAIPTA.

9.3.3.2. The NAIPTA treasurer may invest any unexpended monies in the Transportation Fund as provided by state law, including the local government investment pool if authorized by the state treasurer. Interest and other income from investments shall be credited to the Transportation Fund.

9.3.3.3. The NAIPTA treasurer shall invest monies to mature at the times when the fund assets will be required for the purposes of this article. If the liquid assets in the fund become insufficient to meet NAIPTA's obligations, the Board shall:

A. Direct the IPTA treasurer to liquidate sufficient securities to meet all of the current obligations; and

B. Immediately notify the auditor general of the insufficiency. The auditor general shall investigate and audit the circumstances surrounding the depletion of the Transportation Fund and report the findings to the Board.

9.3.3.4. The Board shall cause an annual audit to be conducted of the Transportation Fund by an independent certified public accountant within one hundred twenty days after the end of the fiscal year. The Board shall formally approve and thereafter immediately file a certified copy of the audit with the auditor general. The annual audit will be completed by December 31 after the close of the fiscal year. If the annual audit will not be completed by such date, the Mountain Line CEO shall notify the Board and the City of Flagstaff Management Services Director of the delay and update on the estimated completion. The auditor general may make further audits and examinations as necessary, but if the auditor general takes no official action within thirty days after the audit is filed, the audit is considered to be sufficient. The Board shall pay all fees and costs of the certified public accountant and auditor general under this subsection from the fund.

9.4. **Annual Budget**. No later than June 30 of each year, the Board shall hold a public hearing to adopt and submit to the governing body of each of the Members a budget for the following fiscal year that includes:

9.4.1. Receipts during the past fiscal year

9.4.2. Expenditures during the past fiscal year;

9.4.3. Estimates of amounts necessary for expenses during the following fiscal year including amounts proposed for:

9.4.3.1. Costs of maintaining, operating and managing the public Transportation System;

9.4.3.2. Promotional and marketing expenses of NAIPTA for the following year;

9.4.4. Anticipated revenue to NAIPTA in the following fiscal year;

9.4.5. A complete asset and liability statement;

9.4.6. A statement of profit or loss from operations

9.4.7. Cash on hand as of the date the budget is adopted and the anticipated balance at the end of the current fiscal year

9.4.8. An itemized statement of commitments, reserves and anticipated obligations for the following fiscal year..

9.4.9. The Board may amend the budget on the finding of good cause.

9.4.10. The first year of said annual Transportation Program shall form the basis for the budget of NAIPTA.

10. **Responsibilities of the Members**.

10.1. **Planning**.

10.1.1. Each of the Members shall, upon request, collaborate with the planning staff of NAIPTA as required by the FTA to maintain the Transportation Plan.

10.1.2. Each of the Members shall, upon request, provide NAIPTA planning staff with updates for inclusion in the Transportation Plan and/or Transportation Program as appropriate.

10.2. **Funding**.

10.2.1. Each Member will maintain a fund balance with NAIPTA equal to three (3) months of the Member's annual transit operating budget. This fund balance will be deposited to and managed by NAIPTA for the benefit of the Member's operations. At no time shall the fund balance fall below a three (3) month reserve.

10.2.2. NAIPTA is the designated recipient of federal funds for the area included in the boundaries of NAIPTA. Each of the Members shall, at the request of NAIPTA, take such actions as are necessary to secure federal funds for the area included in the boundaries of NAIPTA, and will support the pursuit of federal funds that will benefit NAIPTA.

10.3. **Cost Allocation for Transportation Services**.

10.3.1. All direct costs to provide Transportation Services shall be the responsibility of the Member requesting the Transportation Services, who shall provide evidence satisfactory to the Board that funds to meet such costs are or will be available when needed.

10.3.2. Administrative Costs will be allocated among the Members based upon an agreed upon methodology and consistent with 2 CFR Part 200 where applicable.

10.3.3. Working capital is the amount to be paid by each Member to NAIPTA, in proportion to the impacts of service provided to that Member by NAIPTA and as further defined in the Service IGAs.

10.4. **Capital Transportation Costs.** Capital costs shall be allocated in the Service IGAs.

11. **Transit Advisory Committee**.

11.1. **Responsibilities.** The Transit Advisory Committee ("**TAC**") shall: (i) serve an advisory role to the NAIPTA CEO and General Manager; (ii) meet monthly or as required to discuss operational and intergovernmental issues; review financial plans; review funding opportunities; review staffing, administration and capital plans; review ridership enhancement policies; and consider liability issues; (iii) consider and comment upon staff and consultant recommendations related to transit service; (iv) convene public meetings on behalf of NAIPTA

transit services to gain citizen feedback and input; and, (v) review and comment upon policies affecting NAIPTA..

11.2. **Organization and Operation of the TAC.** The TAC shall have the members, officers, terms of office duties, rules of procedure and operation, and rights and obligations as set forth in in the Rules of Procedure as adopted and amended by the Board.

12. **Service IGAs.** Each agency wishing to purchase transit services from NAIPTA shall be required to enter into a Service IGA that describes the services to be purchased and assigns responsibilities for construction, operation and maintenance of the services and related capital improvements. Each agency wishing to provide services as part of the Regional Transportation System shall be required to enter into a Service Provider IGA that describes the services to be provided, including routes, schedules, and equipment.

13. **Records and Audit Rights.** Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by NAIPTA or a funding agency to substantiate charges and claims related to this Amended and Restated Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of NAIPTA, the FTA, each Member, and the Auditor General of the State of Arizona ("**Auditors**"), as applicable to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to all of a Member's records and personnel, pursuant to the provisions of this Section, throughout the terms of this Amended and Restated Master IGA, and for a period of five (5) years after last or final payment.

14. **Mediation**.

14.1. **Dispute Resolution.** If a dispute arises out of or relates to this Amended and Restated Master IGA and if the dispute cannot be settled through good faith negotiations or through exhausting all applicable administrative remedies, then the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure.

14.2. **Mediation Venue and Procedure.** Mediation will take place in Flagstaff, Arizona, be self-administered and be conducted under the CPR Mediation Procedures established by the CPR · Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, with the exception of the mediator selection provisions, unless other procedures are agreed upon by the Parties.

14.3. **Commencement of Mediation.** Either Party may refer the dispute to mediation by sending by U.S. mail, certified and return receipt requested, to the other Party or Parties a written notice (the "**Mediation Notice**") calling on the other Party or Parties to proceed to mediation. The Party or Parties who have received a Mediation Notice shall contact the Party calling for mediation seven (7) days from receipt of the Notice to confirm receipt of the Mediation Notice and to begin the mediator selection process.

14.4. **Mediator Selection.** Unless the Parties agree otherwise, the Parties shall select the mediator(s) from the roster of attorney mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. If the Parties are unable to agree upon a mediator within ten business days of the confirmation of receipt of Mediation Notice, each Party shall independently inform the Director of the Alternative Dispute Resolution Program of the Coconino County Superior Court (the "**Director**") of three attorney mediators from that roster that are acceptable to the Party, and further, inform the Director of any preference as to matters such as whether co-mediation is preferable, mediation style, subject matter expertise, or other factors pertinent to the case. The Director shall then select one or more attorney mediators from the Parties' lists or such other attorney mediator(s) from the above noted roster as the Director may deem, in the Director's sole discretion, appropriate under the circumstances.

14.5. **Fees and Costs**. Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

14.6. **Subsequent or Contemporaneous Contracts**. The Parties shall include the provisions of this Section 14 in all subcontracts relating to the Services.

14.7. **Participation in Mediation**. The Parties agree to encourage participation in mediation by all relevant Parties. The Parties will not be obligated to mediate if an indispensable Party is unwilling to join the mediation.

14.8. **No Waiver**. This section does not constitute a waiver of the Parties' rights to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

15. **Term**. This IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date of this Amended and Restated Master IGA.

16. **Insurance and Indemnification**.

16.1. **NAIPTA Liability Insurance**.

16.1.1. NAIPTA shall maintain insurance for its property on a replacement cost all risk special form coverage basis at currently appraised values, and shall insure its fleet of vehicles for automobile physical damage.

16.1.2. Unless otherwise authorized by the Board, at a minimum, NAIPTA shall maintain general liability, automobile liability, and employment practices liability with limits of at least one million dollars ($1,000,000.00) in coverage with a Five Million Dollar ($5,000,000.00) aggregate and a Twenty Million Dollar ($20,000,000.00) excess or umbrella policy that is over each of the lines of coverage. NAIPTA shall also maintain statutory workers' compensation coverage for its employees with employer's liability limits of at least: (i) One Million Dollars ($1,000,000.00) for each accident; (ii) One Million Dollars ($1,000,000.00) for each employee by disease; and One Million Dollars ($1,000,000.00) by disease; with a Five Million

Dollar ($5,000,000.00) umbrella over its employer's liability policy limits, NAIPTA will purchase the insurance policies and keep them on file for all Members to review.

16.1.3. NAIPTA will name the Members, their agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, employment practices liability, employee benefits liability, and Directors and Officers errors and omissions liability, and will specify that the insurance afforded by NAIPTA for general liability, automobile liability, employment practices liability, employee benefits liability, and Directors and Officers errors and omissions liability is primary insurance and that any insurance coverage carried or self-insurance by the Member, any department or any employee of the Member will be excess coverage and not contributory insurance to that provided by NAIPTA. Said policies must contain a severability of interest provision.

16.1.4. NAIPTA will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Amended and Restated Master IGA. The insurer must agree to waive all rights of subrogation against the Member and their officers, agents, employees and volunteers for losses arising from work performed by NAIPTA.

16.1.5. NAIPTA shall evidence its required insurance coverages and endorsements to Member entities each year within fifteen (15) days of the anniversary date of 07/01. If a policy does expire during the life of the Amended and Restated Master IGA, a renewal certificate must be sent to Member entities within fifteen (15) days of the expiration date.

16.2. **Member Liability Insurance**. NAIPTA is not responsible or liable for transit operations that Member agencies conduct on its own.

16.3. **Additional Insurance**. Service IGAs and Service Provider IGAs may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA. The requirements of this Section 16 shall not be interpreted or construed to relieve Members that currently or in the future elect to provide transportation or transit services under their own auspices, from the obligation to maintain insurances coverage in amounts they deem necessary.

16.4. **Insurance Policies.** Insurance obtained to meet the requirements of this Amended and Restated Master IGA shall be obtained from: (a) insurers rated A- VII or better in A.M. Best's Insurance Guide; and/or (b) from an insurance pool with current financial resources deemed acceptable by review of their current financial statements by the Board or their appointed designee.

16.5. **Indemnification.** Each Party to this Amended and Restated Master IGA (as "**Indemnitor**") agrees to defend, indemnify and hold harmless the other Parties, and its officers, officials, employees, agents, representatives and directors (collectively the "**Indemnitees**") from and against any and all claims, demands, losses, liabilities, expenses, causes of action and costs (including expert witness fees, attorneys' fees and other reasonable costs of defense and any appeals) (collectively "**Claims**"), which may be imposed upon, incurred by or asserted against the

Indemnitees, attributable (directly or indirectly) to, or 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, Indemnitor's agent, officer, officials, volunteers, or employee, or anyone for whom Indemnitor may be legally liable in the performance of this Amended and Restated Master IGA.

16.6. **Insurance Not a Limit.** The insurance provisions set forth in this Amended and Restated Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

17. **Conflict of Interest.** This Amended and Restated Master IGA is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

18. **Adherence to Laws.** NAIPTA and all committees, subcommittees and advisory committees appointed by the Board agree that they are subject to and shall adhere to all of the requirements of the Arizona Public Meetings and Proceedings Law (A.R.S. § 38-431, *et seq.),* the Conflicts of Interest of Officers and Employees Law (A.R.S. § 38-501 et seq.) and the Public Records Law (A.R.S. § 39-121, *et seq.*) as they may from time to time be amended.

19. **General Provisions**.

19.1. **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

19.2. **Entire Agreement.** This Amended and Restated Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Amended and Restated Master IGA may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

19.3. **Arizona Law.** This Amended and Restated Master IGA shall be governed and interpreted according to the laws of the State of Arizona.

19.4. **Assignability.** This Amended and Restated Master IGA is nonassignable in whole or in part by any Party hereto without the written consent of all Parties.

19.5. **Modifications.** Except as otherwise specifically provided in this Amended and Restated Master IGA, any amendment, modification or variation from the terms of this Amended and Restated Master IGA requires the written approval of all Parties.

19.6. **Attorney's Fees.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Amended and Restated Master IGA, or on account of any breach or default of this Amended and Restated Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, as determined by the arbitrator or court sitting without a jury, which shall be deemed to

have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment.

19.7. **Notices.** All notices or demands required to be given, pursuant to the terms of this Amended and Restated Master IGA, shall be given to the other Party in writing, delivered in person, sent by electronic transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express services at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to: Coconino County:	County Manager 219 E. Cherry Ave. Flagstaff, Arizona 86001 Tel: 928-779-6690 Email: _____
If to City of Flagstaff:	City Manager 211 W. Aspen Ave. Flagstaff, Arizona 86001 Tel: 928-779-6504 Email: _____
If to Northern Arizona University:	Vice President for Capital Planning and Campus Operations P. O. Box 4088 Flagstaff, Arizona 86011 Tel: 928-523-2708 Email: VP-CPandCO@nau.edu
If to Coconino County Community College District:	Vice President for Business and Administration 2800 South Lone Tree Rd. Flagstaff, Arizona Tel: 928-226-4209 Email: _____
If to Mountain Line:	CEO and General Manager 3773 N Kaspar Dr. Flagstaff, Arizona 86004 Tel: 928-679-8908 Email: _____

19.8. **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

19.9. **Counterparts**. This Amended and Restated Master IGA may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Amended and Restated Master IGA shall be deemed to possess the full force and effect of the original.

19.10. **Captions.** The captions used in this Amended and Restated Master IGA are solely for the convenience of the Parties, do not constitute a part of this Amended and Restated Master IGA and are not to be used to construe or interpret this Amended and Restated Master IGA.

19.11. **Severability.** If any term or provision of this Amended and Restated Master IGA shall be found to be illegal or unenforceable, then outstanding such illegality or unenforceability, this Amended and Restated Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

19.12. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Amended and Restated Master IGA, and that the person signing on behalf of each has been properly authorized and empowered to enter this Amended and Restated Master IGA. Each Party further acknowledges that it has read this Amended and Restated Master IGA, understands it, and agrees to be bound by it.

19.13. **No Third-Party Beneficiaries.** This Amended and Restated Master IGA shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Amended and Restated Master IGA.

19.14. **Nondiscrimination.** The Parties agree to comply with all applicable state, and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

(signature pages to follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Amended and Restated Master IGA.

COCONINO COUNTY,
a body corporate and politic of the State of Arizona limited partnership

Attest:

_____
Clerk of Board of Supervisors

By: _____

Its: _____

CITY OF FLAGSTAFF,
an Arizona municipal corporation

_____
City Clerk

By: _____

Its: _____

ARIZONA BOARD OF REGENTS for and on behalf of Northern Arizona University

By: _____

Its: _____

COCONINO COMMUNITY COLLEGE DISTRICT

By: _____

Its: _____

NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSPORTSATION AUTHORITY,
a political subdivision of the State of Arizona

By: _____

Its: _____

PROPER FORM AND AUTHORITY

This Amended and Restated Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2025

By:_____
Coconino County Attorney

Dated this _____ day of _____, 2025

By:_____
City of Flagstaff City Attorney

Dated this _____ day of _____, 2025

By:_____
Attorney for Arizona Board of Regents

Dated this _____ day of _____, 2025

By:_____
Attorney for Coconino Community College District

Dated this _____ day of _____, 2025

By:_____
Mountain Line General Counsel

EXHIBIT A

BOUNDARIES OF NAIPTA

LEGAL DESCRIPTION

EXHIBIT A

Five hundred and twenty five square miles, more or less, situated in Coconino County, Arizona, more particularly described as follows;

BEGINNING at the southeast corner of Section 26, Township 20 North, Range 9 East, Gila and Salt River Meridian (G&SRM);

Thence westerly along the south line of Sections 26 through 30, Township 20 North, Range 9 East, G&SRM, the south line of Sections 25 through 30, Township 20 North, Range 8 East, G&SRM, the south line of Sections 25 through 30, Township 20 North, Range 7 East, G&SRM, the south line of Sections 25 through 30, Township 20 North, Range 6 East, G&SRM, and the south line of Sections 25 and 26 Township 20 North, Range 5 East, G&SRM, to the southwest corner of said Section 26, Township 20 North, Range 5 East;

Thence northerly along the west line of Sections 26, 23, 14, 11, and 2, Township 20 North, Range 5 East, G&SRM, to the northwest corner of said Section 2, Township 20 North, Range 5 East;

Thence easterly along the north line of said Section 2 to the southwest corner of Section 35, Township 21 North, Range 5 East, G&SRM;

Thence northerly along the west line of Sections 35, 26, 23, 14, 11, and 2, Township 21 North, Range 5 East, G&SRM, the west line of Sections 35, 26, 23, 14, 11, and 2, Township 22 North, Range 5 East, G&SRM, the west line of Sections 35, 26, 23, and 14, Township 23 North, Range 5 East, G&SRM, to the northwest corner of said Section 14, Township 23 North, Range 5 East;

Thence easterly along the north line of Sections 14 and 13, Township 23 North, Range 5 East, G&SRM, the north line of Sections 18 through 13, Township 23 North, Range 6 East, G&SRM, the north line of Sections 18 through 13, Township 23 North, Range 7 East, G&SRM, to the northeast corner of said Section 13, Township 23 North, Range 7 East;

Thence northerly along the west line of Section 18, Township 23 North, Range 8 East, G&SRM, to the northwest corner of said Section 18;

Thence westerly along the northerly line of Sections 18 through 13, Township 23 North Range 8 East, G&SRM, to the northeast corner of said Section 13;

Thence southerly along the east line of said Section 13 to the northwest corner of Section 18, Township 23 North, Range 9 East, G&SRM;

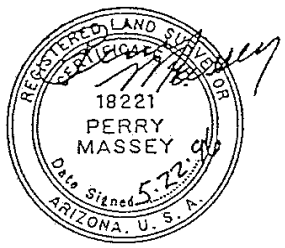
Thence easterly along the north line of Sections 18 through 14, Township 23 North, Range 9 East, G&SRM, to the northeast corner of said Section 14, Township 23 North, Range 9 East;

Thence southerly along the east line of Sections 14, 23, 26, and 35, Township 23 North, Range 9 East, G&SRM, the east line of Sections 2, 11, 14, 23, 26, and 35, Township 22 North, Range 9 East, G&SRM, and the east line of Sections 2, 11, 14, 23, 26, and 35, Township 21 North, Range 9 East, G&SRM, to the southeast corner of said Section 35, Township 21 North, Range 9 East;

Thence westerly along the south line of said Section 35, Township 21 North, Range 9 East, G&SRM, to the northeast corner of Section 2, Township 20 North, Range 9 East, G&SRM;

Thence southerly along the east line of Sections 2, 11, 14, 23, and 26, Township 20 North, Range 9 East, G&SRM, to the southeast corner of said Section 26, Township 20 North, Range 9 East, and the POINT OF BEGINNING.

All shown on the attached Exhibit A-1, which is made a part hereof by this reference.

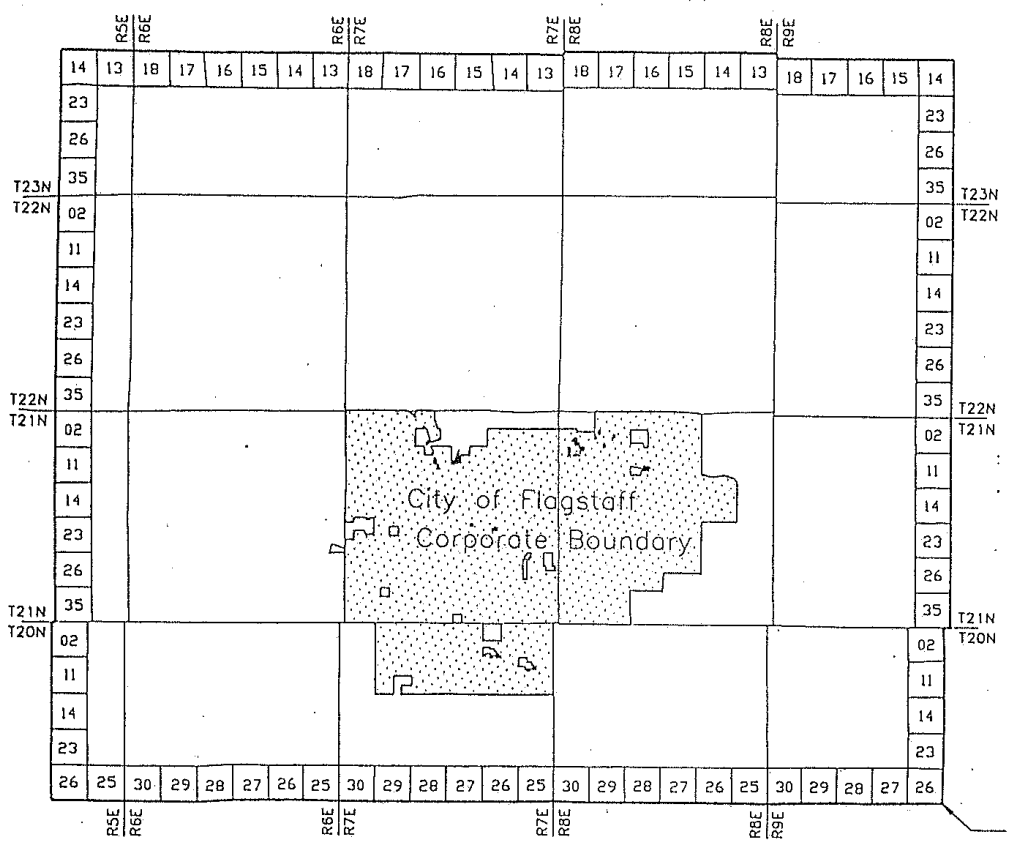


MPO
DESCRIPTIVE TITLE

10-96015
C.O.F. FILE NO.

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION BOUNDARY

(525 +/- SQUARE MILES)



N.T.S.
Gila & Salt River Meridian,
Coconino County, Arizona.

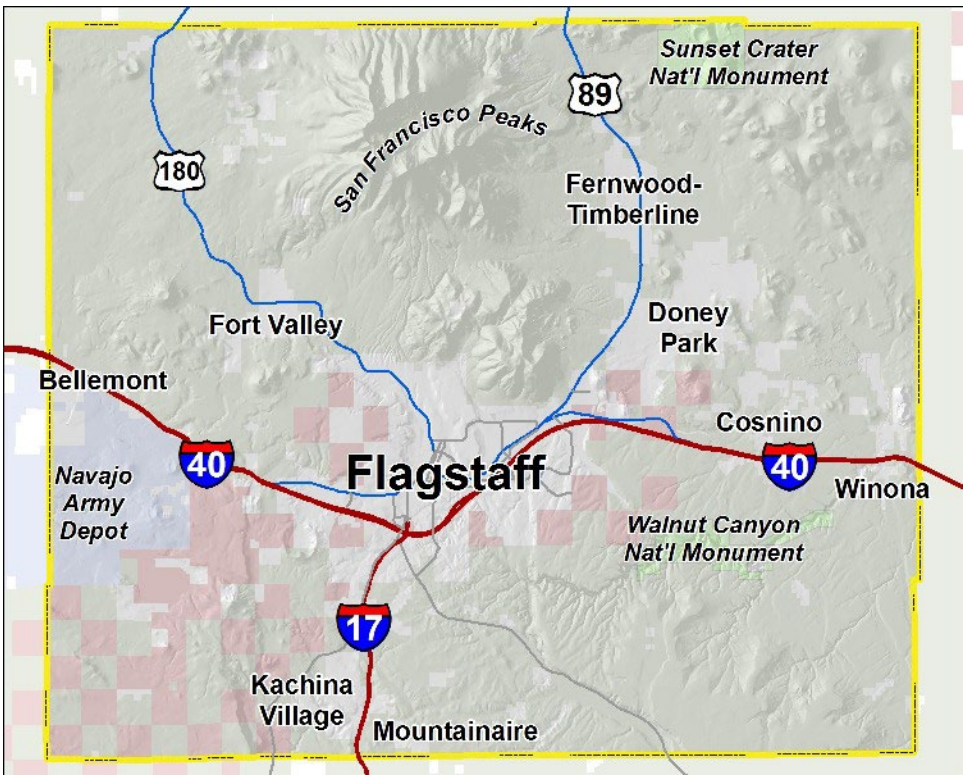
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
18221
PERRY
MASSEY
Date Signed 5-22-96
ARIZONA, U. S. A.

EXHIBIT A-1	CITY OF FLAGSTAFF	Drawn by: R. BLACK
CITY FILE NO. 10-96015	ENGINEERING DIVISION	Date: 5/14/96

EXHIBIT B

BOUNDARIES OF NAIPTA

DEPICTION



Summary of Revisions to the Mountain Line
AMENDED AND RESTATED
MASTER INTERGOVERNMENTAL AGREEMENT

All revisions were requested by Mountain Line and the member agencies.

Throughout:

- Consistent, minor name reference changes;
- Changed references for the agreement to "Amended and Restated Master IGA"; and
- Formatting changes to make consistent and as necessary.

Introductory Paragraph: Minor correction of member names and adding Mountain Line as a party (it did not exist when this IGA was first entered into that created it).

Recitals: Simplified some of the history and updated.

1. **Goals:** Better defined by adding reference to "transportation projects" and removed reference to "excellent frequency to outlying areas and their communities".

2. **Name and Authority**: Added reference to "Mountain Line" and more fully set forth Mountain Line's authority, including the rights and immunities granted to it as a municipal corporation under the Arizona constitution and statutes, acquiring, selling, operating or leasing real property and conduct Mountain Line's business and affairs.

3. **Members and Board of Directors:**
   - 3.2 Added reference to "eligible educational, Indian nation, or other governmental institution" to reflect statutory change;
   - 3.2.3 and 3.2.4 Added references to the Rules of Procedure adopted by the Board which cover elections and other Board governance policies, which allowed for Sections 5.3 and 5.4 to be removed from the IGA and for the Board to more directly control governance without having to further amend the IGA;
   - 3.3 More fully delineated the Board's statutory and inherent powers and authority; and
   - 3.4 Clarifying language to match current fees and assessment.

4. **Boundaries:** Added the word "Arizona".

5. **Changes in Membership and Boundaries:**
   - 5.1 Changed 200,000 to 400,000 as provided in the amended statutes; and
   - Removed Sections 5.3 and 5.4 which did not belong in this section and are now coved by the Board Rules of Procedure.

6. **Dissolution/Resignation: 6.3** Changed 200,000 to 400,000 as provided in the amended statutes.

7. **Power and Authority:**
   - Added "without limitation, paratransit" to provide flexibility in providing services and reflect current services provided;
   - 7.3 Specifically set forth Mountain Line's authority to enter into contracts for easements, and the purchase, sale or leasing of land; and
   - 7.4 Clarification that the referenced Rules and Regulations are applicable to riders and users (as opposed to the Rules of Procedure which govern the Board and TAC).

8. **Planning and Programming:** 8.1 Specifically referenced the statutory requirements "under A.R.S. § 28-9123, or as otherwise required by statute" for a "Transportation Survey" and a "Transportation Program".

9. **Budgeting and Finance:**
   - 9.3.2 Changed "Funds" to "Revenue" for accuracy; and
   - 9.3.3.4 The following was added to address timing issues: "The annual audit will be completed by December 31 after the close of the fiscal year. If the annual audit will not be completed by such date, the Mountain Line CEO shall notify the Board and the City of Flagstaff Management Services Director of the delay and update on the estimated completion."

10. **Responsibilities of the Members**: 10.3.2 "OMB A87" changed to "2 CFR Part 200".

11. **Transit Advisory Committee:**
   - 11.1 Membership and 11.2 Terms of Office were deleted because those are now fully covered in the Rules of Procedure adopted by the Board.
   - New 11.2 Organization and Operation of the TAC was added to reference that those issues are also now set forth in the Rules of Procedure.

12. **Service IGAs:** No substantive change

13. **Records and Audit Rights.** No substantive change.

14. **Mediation:** 14.1**:** Replaced "negotiation" with "good faith negotiations or through exhausting all applicable administrative remedies, then".

15. **Term:** No substantive changes.

16. **Insurance and Indemnification:**

   - 16.1.2 Added "Unless otherwise authorized by the Board,";

- !6.5 Improved the indemnification language as suggested and agreed to by Flagstaff and NAU; and

- 16.6 Insurance Not a Limit: Added the “Not a Limit” to the title.

17. **Conflict of Interest:** No change.

18. **Adherence to Laws.** No substantive change.

19. **General Provisions.**

- 19.7 Replaced “sent by facsimile transmission” with “sent by electronic transmission”, fax number removed for each party and replaced with “Email”, and person to be notified updated; and

- Added: 19.14 **Nondiscrimination.** The Parties agree to comply with all applicable state, and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

Signature Blocks: Added signature block added for Mountain Line since it is now in existence and a party to the IGA.

RESOLUTION NO. 2025-24

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN AMENDED AND RESTATED MASTER INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, NORTHERN ARIZONA UNIVERSITY, THE COCONINO COMMUNITY COLLEGE DISTRICT AND THE CITY OF FLAGSTAFF FOR THE SUPPORT OF THE NORTHERN ARIZONA INTERGOVERNMENTAL PUBLIC TRANSIT AUTHORITY OR MOUNTAIN LINE.

RECITALS:

WHEREAS, Coconino County, Northern Arizona University, the Coconino Community College District and City of Flagstaff desire to enter into an amended and restated master intergovernmental agreement (IGA) for the purpose of supporting the Northern Arizona Intergovernmental Public Transit Authority or Mountain Line; and

WHEREAS, in January 2025, the Mountain Line Board of Directors directed Mountain Line staff and legal counsel to draft an Amended and Restated Master IGA to replace the existing 2013 Amended and Restated Master IGA and its single amendment; and

WHEREAS, the 2025 Amended and Restated Master IGA makes technical changes to improve the quality of the document; and

WHEREAS, in addition to the technical changes, the 2025 Amended and Restated Master IGA addresses Mountain Line's rights and authority to act as a property owner to contract with a developer for development of housing on Mountain Line owned property.

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 Restated and Mater Intergovernmental Agreement between Coconino County, Northern Arizona University, the Coconino Community College District and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 3rd day of June 2025.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Amended and Restated Master Intergovernmental Agreement

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE:
Consideration and Approval: Use of the Council Initiative Fund.

STAFF RECOMMENDED ACTION:

1. Consideration of the use of the Council Initiative Fund to support Flagstaff Family Food Center and Juneteenth events.
2. Consideration of the use of the Council Initiative Fund for any other programs Council may like to consider funding within this fiscal year.

Executive Summary:
Please see attached information regarding the Flagstaff Family Food Center.

Financial Impact:
Cost: Up to $6,600
Account Number Budgeted: 001-09-401-1300-1-4290
FY24 Budgeted Amount: $25,000.00
Funding Source: General Fund

Amount currently available for use is $6,600.

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:
None

Background and History:
The Council Initiatives Fund was established and included in the 2020-21 Budget. The formation of this particular fund was not driven by any singular request or need, but rather as a proactive measure to enable our City Council to approve unforeseen expenditures, from time to time, that would be of benefit to the Flagstaff community. The fund is limited in amount ($25K annual appropriation) and it does not rollover or accumulate. It is an annual appropriation.

There are numerous instances throughout the course of the fiscal year where Council may want to approve miscellaneous expenditures, for the benefit of our community, that simply do not fall neatly within a specific budget appropriation. This fund is intended to allow Council some discretion to approve such expenditures. There is no established process for doing so, other than majority support. We of course always need to stay

within our legal parameters and our City Attorney can advise accordingly. Similarly, such matters should be identified on the Council meeting agenda, as an action item.

Connection to PBB Priorities and Objectives:
The Council Initiative fund is intended to support all Council goals, objectives and priorities.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Spence to place on a future agenda a discussion regarding the method and timing for the selection of the vice mayor.

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Spence has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

Information:

None

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 05/27/2025

Meeting Date: 06/03/2025

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Garcia to place on a future agenda a discussion on the High Occupancy Housing Plan.

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Garcia has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

Information:

None

Attachments: